



Twin Falls City Council Agenda

Monday, October 8, 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) **ACTION ITEM:** Request to approve the October 1, 2018, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve the Accounts Payable for September 27 thru Oct 03, 2018.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing Rio Vista Subdivision, a ZDA.
By: Troy Vitek, Assistant City Engineer
- 6) ITEMS OF CONSIDERATION
 - a) **ACTION ITEM:** Request to waive the three hundred (300) foot distance requirement between an alcohol sales location (156 Main Ave N) and a school, church or other place of worship. (PZ18-0084)
By: Jonathan Spendlove, Planning & Zoning Director
 - b) **PRESENTATION:** Introduction of the Youth Council Executive Board.
By: Suzanne Hawkins, City Council
 - c) **ACTION ITEM:** A request to review proposals and provide direction regarding the sale of real property owned by the City of Twin Falls located at 324 Hansen Street East.
By: Mitch Humble, Deputy City Manager
- 7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS
- 8) PUBLIC HEARINGS: None
- 9) ADJOURNMENT

- a) Request to adjourn to Executive Session 74-206(1) (c) To acquire an interest in real property which is not owned by a public agency.

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, October 1, 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 Suzanne Hawkins, Chris Talkington, Greg 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, Captain Matt Hicks, Sgt Justin Dimond, Economic Development Director Nathan Murray, Assistant City Engineer Troy Vitek, Airport Manager William Carberry, City Engineer Jackie Fields, Help Desk Technician Kim Hafer, Finance Administrative Assistant Amy Luna.

Mayor Barigar called the meeting to order at 5:01 PM. A quorum was present.

2) PLEDGE OF ALLEGIANCE

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

3) PROCLAMATIONS:

- a) Manufacturing Day - Request made by Nathan Murray, Economic Development Director.

Mayor Barigar read and presented Economic Development Director Nathan Murray with the Manufacturing Day Proclamation.

4) GENERAL PUBLIC INPUT

Citizen Pete Johnson: Thanked the Cities professionals who responded to the broken water line on Washington St.

5) CONSENT CALENDAR

MOTION: Council Member Hawkins 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. 7 to 0.

- a) Request to approve the Accounts Payable for September 18 thru October 1, 2018.
- b) Request to approve the September 17, 2018, City Council Minutes.
- c) Request to approve the September 24, 2018, City Council Minutes.
- d) Request to hold Gourdfest 2018 on October 27, 2018.
- e) Request to hold the Trick or Treat on Main Street event on October 27, 2018.
- f) Request to approve the annual Twin Falls High School Homecoming Parade to be held on Thursday, October 4, 2018.

6) ITEMS OF CONSIDERATION

- a) Request to Award a contract for North College Road Construction to PMF, Inc. in the amount of \$692,601.00

Assistant City Engineer Troy Vitek request the Council award the contract for North College Road Construction to PMF, Inc. in the amount of \$692,601.00.

Discussion ensued on the following:

Council Member Talkington: Is this estimate within a safe range.

Council Member Hawkins: Asked for clarification on street parking & bike lanes in this area.

Council Member Lanting: This road will eventually be 48 feet when the property to the north is developed.

Council Member Reid: This road will just be building the south portion of this road.

MOTION: Vice Mayor Boyd moved to award the contract for North College Road Construction to PMF, Inc. in the amount of \$692,601.00 with the 10% contingency amounting to a total of \$761,861.00. Council Member Pierce seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- b) Request to award a bid to Upson Company of Caldwell, ID for the Airport Terminal Re-Roofing Project in the amount of \$326,130.00, utilizing airport reserve funds.

Airport Manager Carberry request to award a bid to Upson Company of Caldwell, ID for the Airport Terminal Re-Roofing Project in the amount of \$326,130.00, utilizing additional airport reserve funds.

Discussion ensued on the following: None

MOTION: Council Member Talkington moved to award a bid to Upson Company of Caldwell, ID for the Airport Terminal Re-Roofing Project in the amount of \$326,130.00, utilizing airport reserve funds. Council Member Reid seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- c) Request to approve comments on the proposed request for designated routes up to 129,000 pounds from Glanbia to ITD.

City Engineer Fields requested to approve comments on the proposed request for designated routes up to 129,000 pounds from Glanbia to ITD.

Discussion ensued on the following:

Council Member Talkington: Spoke in favor of what was presented. Does this information state the desires of the City to keep trucks off of the down town streets and what is the impact of the traffic coming in off of the Hansen Bridge?

Council Member Hawkins: Spoke in favor of what was presented.

Council Member Lanting: Would this allow an empty truck to use Shoshone Street or would they need to be using the truck route?

Council Member Lanting: Talked about another similar incident that Ms. Fields helped to solve and thanked her for her hard work.

Council Member Reid: Thanked Ms. Fields for the great information. Would there be something that the City can do to prepare for future intersection problems?

Citizen Johnston: Spoke regarding the road damage caused by the Trucking industry. Would like to see the City eliminate as many trucks off of Blue Lakes and Shoshone Streets as possible.

Council Member Talkington: Why is this request identifying only Glanbia and not all trucks?

MOTION: Council Member Lanting moved to approve comments on the proposed request for designated routes up to 129,000 pounds from Glanbia to ITD. Council Member Pierce 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

Mayor Barigar reminded all about Octoberfest which is being held this coming weekend in downtown Twin Falls.

City Manager Rothweiler mentioned the championship football game between Canyon Ridge Packers & Twin Falls High Falcons.

8) PUBLIC HEARINGS: None

9) ADJOURNMENT

The meeting adjourned at 05:49 PM

Amy Luna, Finance Administrative Assistant



Date: Monday, October 8, 2018
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to accept the Improvement Agreement for the purpose of developing Rio Vista Subdivision, a ZDA.

Time Estimate:

N/A

Background:

Prior to development, an Improvement Agreement is required. The developer is meeting that requirement with this document.

Approval Process:

Accepting the Improvement Agreement allows the developer to develop the lots. After acceptance of utilities or a financial guarantee provided to the City, the lots can be sold.

Budget Impact:

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

Regulatory Impact:

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

History:

N/A

Analysis:

N/A

Conclusion:

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

Attachments:

1. Rio Vista - Improvement Agreement

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this ____ day of ____, 20 ____, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and John Lezamiz hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Rio Vista Subdivision, a ZDA.

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: Commercial and Residential.

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 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

~~All construction shall be in conformance with City Standards unless otherwise noted through the Mixed Use Residential / Commercial Zoning development agreement.~~

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
John Lezamiz

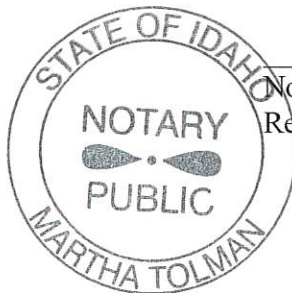
STATE OF IDAHO)
)ss.
County of Twin Falls)

On this 24th day of September, 2018, before me, the undersigned, a Notary Public for Idaho, personally appeared John Lezamiz, 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.

CORPORATION

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



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

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public for Idaho, personally appeared _____, known or identified to me (or proved to me on the oath of _____) to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at Twin Falls, Idaho

PARTNERSHIP

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

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

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

Notary Public for Idaho
Residing at Twin Falls, Idaho

NOTICE OF DEVELOPER'S AGREEMENT

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

Rio Vista Subdivision, a ZDA

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
John Lezamiz

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

On this 24th day of October, 2018, before me, the undersigned, a Notary Public for Idaho, personally appeared John Lezamiz, 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, October 8, 2018
To: Honorable Mayor and City Council
From: Jonathan Spendlove, Planning and Zoning Director

ACTION ITEM

Request:

ACTION ITEM: Request to waive the three hundred (300) foot distance requirement between an alcohol sales location (156 Main Ave N) and a school, church or other place of worship. (PZ18-0084)

Time Estimate:

Staff presentation two (2) minutes.

Background:

Koto Brewing is a new business located at 156 Main Ave N. Part of their business model is brewing and selling alcohol as part of the restaurant.

In following state and local codes, the owner is required to obtain the appropriate alcohol licenses. The order of operation would be for the State and County to issue the alcohol licenses first, the city then issues the license. No alcohol sales can occur, and in this case, no brewing may occur, without first obtaining these appropriate licenses.

Per State Code 23-913: LICENSEE NOT ALLOWED NEAR CHURCHES OR SCHOOLS — EXCEPTIONS. No license shall be issued for any premises in any neighborhood which is predominantly residential or within 300 feet of any public school, church, or any other place of worship, measured in a straight line to the nearest entrance to the licensed premises, except with the approval of the governing body of the municipality; provided, that this limitation shall not apply to any duly licensed premises that at the time of licensing did not come within the restricted area but subsequent to licensing same therein.

An important item of note: An alcohol license was previously approved in 2016, and subsequently reissued, for the location at 164 Main Ave N (two properties NW of the subject property listed on this request).

Approval Process:

A simple majority vote on this item would approve the request.

Budget Impact:

N/A

Regulatory Impact:

Enacting the exception allowed in State Code 23-913 would allow the business located at 156 Main Ave N to continue through the licensing process and eventually conduct alcohol brewing and sales at this location.

History:

N/A

Analysis:

N/A

Conclusion:

The Council is tasked with making a decision on this item in one of the following ways.

1. Table the request for additional information.
2. Deny the request for the distance exception.
3. Approve the request for the distance exception, as allowed per State Code 23-913, allowing an alcohol license to be issued for 156 Main Ave N, which is located within three hundred (300) feet of a school, church or other place of worship.

Attachments:

1. Koto Brewing - 300 distance exhibit

Alcohol Sales Distance Exhibit





Date: Monday, October 8, 2018
To: Honorable Mayor and City Council
From: Suzanne Hawkins, City Council

Presentation

Request:

PRESENTATION: Introduction of the Youth Council Executive Board.

Time Estimate:

Introductions will take approximately 5 minutes.

Background:

For the 2018-2019 School Year, the following students are members of the Youth Council Executive Board:

President: Kaitlyn DeBie
Vice-President: Gracy Buffington
Secretary: Evan Maughan
Treasurer: Kelly Tan
Public Information: Ben Lucas

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Attachments:

None



Date: Monday, October 8, 2018
To: Honorable Mayor and City Council
From: Mitch Humble, Deputy City Manager

ACTION ITEM

Request:

ACTION ITEM: A request to review proposals and provide direction regarding the sale of real property owned by the City of Twin Falls located at 324 Hansen Street East.

Time Estimate:

Staff will give a short presentation and will need about 5 minutes for that. One of the applicants has asked that they be able to present their proposal to the Council directly. They will need another 5 minutes for that presentation. Following the presentations, time will be needed for discussion and to answer questions.

Background:

In November 2017, the City vacated our development services building located at 324 Hansen Street East when we moved into the new City Hall. At that time, the building became surplus to the City's needs. We initiated and completed the State required process to dispose of surplus real property. However, at the completion of that process, we did not receive any bids from our public bid request. Since then, staff has been showing the building and trying to sell it to anyone who has indicated a possible interest.

In recent weeks, we have been working with three independent parties who have expressed an interest in acquiring the building. We have walked them through the building, met with them and their contractors, and shared information about the building. In the last week, all three have submitted a letter offer requesting to purchase the building. Since we have three independent offers in hand, we wanted the Council to be able to review them and provide direction regarding which, if any, of the parties the Council would like us to continue working with. Each of the three offers will be discussed below, in the order they were received. I have also attached the accompanying letter and other information (if any) submitted from each party.

Party No 1

Summit Creek Capital, represented by Tyler Davis-Jeffers, submitted an offer to purchase the building for \$135,000. They would like to operate a single tenant office space in the building. They have requested a 90 day due diligence period to perform thorough engineering, electrical, plumbing, and site inspections.

Party No 2

The Magic Valley Unitarian Universalist Fellowship congregation, represented by Michelle Richman, submitted an offer to purchase the building for \$137,000. They would like to convert the building into a religious sanctuary and permanent home for the congregation. They have requested a 3 month due diligence period to conduct a building inspection, an engineering inspection, and a level I environmental study. Additionally, the MVUUF Board has authorized the offer, but the members of the congregation will need to approve the final purchase of the building in compliance with their by-laws.

Party No 3

Rebekah and Joshua Olsen have submitted an offer to purchase the building for \$120,000. They would like to convert the building into a "multi-cultural learning and entertainment center for the performance and teaching of performing arts from around the world." Their request also includes a sort of museum for the display and research of the remains of a Colombian Mammoth unearthed locally from the front yard of their home here. While their letter does not specifically mention a due diligence period, they may also prefer to have some time to complete an inspection of the building. They have submitted three support letters from the community in addition to their request letter.

Since we completed our required public bid process, these three offers should not be considered a public bid. The Council does not have to accept the highest offer, nor do you have to accept the first offer. You can review these three offers and direct staff to continue negotiations with any one of them. You can direct certain conditions. You can reject all three. You have options available to you.

Approval Process:

A simple majority vote of the Council is needed to provide the requested direction to staff.

Budget Impact:

Should the Council accept one of the proposals to purchase the building, staff will work with the selected applicant to prepare a purchase/sale agreement that will be brought back to the Council for approval. The future approval of the purchase/sale agreement will lead to the City's sale of the building and the City receiving revenue that was not accounted for in the current budget. The amount of revenue is dependent upon which proposal, if any, is accepted.

Regulatory Impact:

Should the council accept one of the proposals, staff will work with that selected applicant to prepare a purchase/sale agreement. Once complete, that agreement will be brought back to the Council for final approval, leading to the sale of the building.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council review the three proposals and provide direction regarding which, if any, of the applicants to proceed with through the sale process.

Attachments:

1. Offer No 1 - Summit Creek Capital
2. Offer No 2 - MVUUF
3. Offer No 3 - Olsen
4. Offer No 3 - Support Letter 1
5. Offer No 3 - Support Letter 2
6. Offer No 3 - Support Letter 3

Good morning Mitch,

Per our phone conversation, I wanted to outline our interest in purchasing the City building located at 324 Hanson Street. We would be willing to offer \$135,000, and would need 90 days due diligence for thorough engineering, electrical, plumbing, and site inspection. If acceptable, we are happy to provide you with a PSA. Our intent would be to provide Class A, single-tenant office space.

Please let me know if you have any questions.

Thanks,

Tyler Davis-Jeffers
Managing Director
Summit Creek Capital, LLC
(w)208 471 4940
(c) 208 720 8191
(f) 888 852 5840



MVUUF Offer for Purchase of 324 Hansen Street East

After visiting the building at 324 Hansen East, we are excited by the possibility of making this building our permanent new home. Based on the extent of the modifications needed to occupy this building as a church, we are prepared to offer \$137,000. Some of the needed modifications include removal of several walls and raising the ceiling for a portion of the ground floor layout to create a sanctuary.

If an agreement is reached, we will have an attorney review a contract of sale.

Our offer is contingent upon the following conditions:

- 1) We may withdraw the offer or request to renew the offer if our offer is not accepted within one month from 10/8/18.
- 2) We request 3 months from the date our offer is accepted for due diligence to conduct a building inspection, a Phase I Environmental study, and review by an engineer or architect.
- 3) We must receive approval by vote from the members of the Magic Valley Unitarian Universalist Fellowship at a congregational meeting to be held within 2 months of the date our offer is accepted. The congregation approval must be in accordance with our by-laws.

Thank you for your consideration and we look forward to working with you soon.

Sincerely,
The Board Members of MVUUF

To: Twin Falls City Council

Re: Proposal for purchase and utilization of building located at 324 Hansen Street.

Our names are Rebekah and Joshua Olsen. For the past several months we have been looking for a space downtown to facilitate the development a multi-cultural learning and entertainment center for the performance and teaching of performing arts from around the world. We have been working with local studios who want to come together to offer opportunities to the community that have never before been available in a combined format. We have several different departments ready to be established to come together to take full advantage of the facility and bring large groups of individuals and performers to the downtown area. It is our vision to transform the old Legion Hall into a learning center by undertaking extensive remodeling of the interior. We will be removing nearly all of the interior walls and ceiling of the existing office space and restoring the structure back to the open dance hall for which it was originally constructed. In addition to the open dance hall, the front portion of the building, the first and second floors, will be converted into open dance and teaching studio areas. This portion of the facility will be referred to as “The Circus” The Circus will offer the following:

- Belly Dancing and Tribal Fusion dance classes for ALL age groups
- Dance Studio for instruction in Clogging with and other dance instruction with Ground Control studio and other local teachers.
- Drum Aerobics (Energetic exercise class utilizing percussion and active music creation as a fun and vigorous exercise class.)
- Fly-Fit Bungee and Aerial Classes – trademarked fitness programs
- Fly-Fit Bungee is a safe and extremely entertaining high energy exercise program that utilizes a harness and bungee system for each participant that allows participants to learn and exercise with low level aerial acrobatic exercise maneuvers made possible by the semi-suspended nature of the bungee.
- Fly Fit Aerial is an exercise class that utilizes “silks” which are long pieces of material connected to the ceiling during the exercise class.
- The instructors for these classes are certified and trained in the Fly-Fit Program
- Belly Dance Workout classes
- Aerial Yoga
- Lessons and workshops in Cultural dance from local residents who are not native to our area. We are working towards developing this program with the Refugee Center.
- Professional Workshops by visiting headliners and world renown performers in Belly Dance, Tribal Fusion, Native American, Egyptian, Tahitian, Polynesian, Persian, and many others including more non-traditional workshops like: Silks, Lyra Rings, bullwhip lessons, poi spinning and dance, tribal baton, and much more!
- We are also working closely with, and have the support of The Opheum Theater, so that in conjunction with the workshops the visiting and local Performers can do live performances for the public
- The Circus facility will also be available to the public as an event hall for gatherings and entertainment. It will also be offering instruction to private groups for activities such as:
- Date Night Bungee Soccer
- Date Night Dance and or Group Lessons
- B-Day Bungee Games

- Bridal Parties with opportunities for Bungee, wedding participant lessons in Belly Dance, etc
- The building will also be available for small recitals that are not feasible to do at the Opheum.
- This is just a sampling of the ideas we are excited about for this Historic Building!

AND LAST BUT CERTIANLY NOT LEAST!

What Circus would be complete without an Elephant! (or at least close ancestor)

Six years ago while digging a pond in our front yard at our home north of Kimberly we came across what we now know is the complete remains of a Colombian Mammoth. Partial excavation and extraction was performed at that time. There is currently an 8.5ft tusk, ribs, portions of a femur, and vertebrae being displayed on our dining room table. Dr. Andy Spears from the Idaho Museum of Natural History approached us this spring with the proposal to perform a formal dig on the site. He was confident that due to it's location, age, and conditions make it the only one of it's kind in our region. He is writing a letter for you describing his experience in the dig and what the site can provide for understand the primitive inhabitants of our area. It has been our desire the the mammoth – officially named “Moon” stay in our area. At the time of the first excavation we were able to provide on site field trips for several hundred children that were brought here to learn and study the Kimberly Mammoth site. We have received dozens of inquiries since asking what the progress is and when the schools can come back. This summer Dr Spears and a group of his students and graduate students from Idaho State University and also some local high school students began the meticulous process of mapping with ground penetrating radar and removal of the top 4-5 feet of soil that covers the mammoth. By the end of the field study they had just arrived at the exciting stuff, but due to timing they decided to preserve and cover the specimens that were exposed and continue the dig in the spring. This process will continue for the next 4-5 years. Dr Spears toured the building with us last week and is excited about using the basement of the building for the work of cleaning, preserving, and restoring the mammoth. The work will be supervised by professionals and will give local schools and students the opportunity to participate by observation and hands on experience with the project. He is working with the Herrett Center for a joint effort to preserve, study and display this amazing part of our areas history and direct our local community and visiting tourists to the downtown project. We will have letters from Dr Spears and from the Herrett Center directors to share with you at the meeting next Monday.

We are very excited about moving forward with this project. Your consideration of our dream and ideas for the Hansen Street building are very appreciated. We are working hard to make this a reality for our community and are very appreciative of the time and help provided by Mitch and Steve and also for your consideration in this endeavor and we look forward to speaking further with City Council at the next meeting!

We are working hard to make this are reality. With the work and renovations we will be doing the the existing structure we are able to offer the City \$120,000 for the building. We are confident that what this project will offer to the community and specifically to the downtown area will be priceless!!

Thank you again for your consideration regarding this “Mammoth” opportunity!

Sincerely,

Rebekah M. Olsen

Dr. Joshua B. Olsen

To whom it may concern,

We at Ovation Performing Arts and the Orpheum Theatre have heard of the opportunity that Becky and Josh Olsen may have to purchase a building in the downtown area and to enhance the art and culture scene of our beautiful downtown and our wonderful city.

The opportunity for cultural development in their proposed business model, as well as the opportunity to add another destination to Downtown Twin Falls in the exhibit of their recent archeological find is something that shouldn't be overlooked as a boon to our community and our Downtown area as a whole.

As the major arts organization that exists downtown, we are thrilled to put our support behind the Olsens in their endeavor to bring their vision here. It is our earnest hope that our friends at the city will realize the incredible opportunity here for the continued development of not only our growing arts culture, but in having an several educational opportunities for our community as well. We implore you to hear them out and to consider the benefits that having an organization such as the one they wish to create in our newly renovated downtown area.

Thank you for considering this letter of support,

Jared M. Johnson

Orpheum Theatre Manager and Voice Coach

Ovation Performing Arts



October 4, 2018

City of Twin Falls
P.O. Box 1907
Twin Falls, ID 83303

Dear City of Twin Falls,

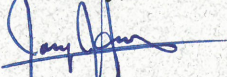
I am writing this letter in support of an idea communicated to me by Joshua Olsen of Kimberly, Idaho. Mr. Olsen is currently interested in purchasing a building owned by the City of Twin Falls, and he recently contacted me through a mutual acquaintance, Dr. Charles Speer, of Idaho State University, to detail some of his exciting ideas for this property. I am currently the Exhibits & Collections Manager at the Herrett Center for Arts & Science, where our primary mission is to bring educational programming to elementary and secondary school students, CSI students, and the adult community of south-central Idaho. I feel that Mr. Olsen's vision for this property closely aligns with that mission of accessible education and his plans could be a real catalyst for engaging, community-based learning, as well as tourism, in the downtown area.

As you may be aware, Mr. Olsen and his family discovered part of a mammoth skeleton on their property near Kimberly a number of years ago. Following that initial discovery, the family reached out to the College of Southern Idaho, where former professor Jim Woods, along with archaeology students and local volunteers, agreed to help the family extract a tusk and several smaller bones from the site. The excavation is now continuing under the direction of Idaho State University. During these excavations, the Olsens have been inundated with requests to bring local school children to view the site and experience the excitement of real science in action. This positive interaction with local schools and community volunteers has brought a new understanding to the Olsen family – the idea that this mammoth site, and the educational opportunities it provides, would be a real asset to the local community.

With that in mind, Mr. Olsen would like to dedicate a portion of the property in question to creating a lab space for the continued preparation, study, and conservation of the mammoth skeleton as it is uncovered by archaeology students during summer field school excavations over the coming years. While no formal plans exist, such a dedicated lab space could potentially provide ongoing educational opportunities for CSI students and community members throughout the year across a mix of science-based disciplines, including geology, archaeology, and biology. The Olsen family's willingness to share this discovery with the people of the Magic Valley seems an exciting and worthy endeavor which I support whole-heartedly.

If I can be of any further assistance, or provide you with any further information, please don't hesitate to contact me at (208) 732-6668, or via email at jheck@csi.edu. Thank you for your consideration.

Sincerely,



Joey Heck
Exhibits & Collections Manager
Herrett Center for Arts & Science



The Herrett Center for Arts and Science

College of Southern Idaho

315 Falls Avenue P.O. Box 1238 Twin Falls, ID 83303-1238 (208)732-6655

Accredited by the American Association of Museums

GROUND CONTROL STUDIO

2333 Addison Ave E STE B, Twin Falls, ID 83301

208-731-9092

www.groundcontrolclogging.com

To the City of Twin Falls,

Let us introduce ourselves! We are Hailey and Adison Hillstead, the owners and directors of Ground Control Studio here in Twin Falls. Hailey is a Twin Falls native and Adison is a transplant, thanks to his wife Hailey, from Evanston, Wyoming. Both lifelong dancers and performers, we are known for our growing clogging and power tap program, the only one currently in Twin Falls.

Clogging is an American percussive dance that originated in the Appalachian mountain region. Our clogging students at Ground Control begin learning the basics of clogging at a novice level with a slower rhythm and continue to learn how to include more sounds per count into their routines, eventually incorporating more double and triple timed tap steps and upper body movement as students progress in levels. By the time our dancers are championship level (level 5 of 6), they are able to perform what is known as "power tap", an evolved style of clogging incorporating other percussive styles such as tap, Irish hard shoe, stomp and Canadian footwork as well as hip hop.

Ground Control Studio has 9 competitive clogging teams, two of which hold several National titles for 2018 including Pro Small Open, Pro A Cappella Production and Pro Male Freestyle. Over the last five years, Ground Control students have brought multiple National titles back to Twin Falls, due to the dedication level and performance taught at Ground Control Studio. On top of competing every season, Ground Control performs locally at a variety of venues and events. We have performed at Twin Falls retirement facilities, The Festival of Giving, Standing Ovation, Freeze Frame, for Allan & Company and other local community events. Ground Control also hosts a dance variety show every spring at the Historic Orpheum Theatre in Downtown Twin Falls during Western Days.

A couple of years ago we decided to invite an International style of ballroom into Ground Control, taught by Jesse Maher, and we plan to continue bringing other dance disciplines as expansion and professional instructors become available. Ground Control choreographs and produces shows for Twin Falls High School JIVE at Ground Control Studio for Joe Casperson, the director of JIVE and teacher at Twin Falls High School. We are excited to be starting our fourth year with JIVE.

As Ground Control Studio, we are ready to bring more to the community of Twin Falls by teaming up with Josh and Rebekah Olsen who are planning on opening a new studio space in the historic downtown area. As a whole, we will be a positive asset to the downtown community as our goal is to welcome everyone through the arts and to reach out to share our skills and experience by giving others a place where they can share their talents and cultures with their neighbors. Not only will arts be taught, they will be experienced in this space through concerts, exhibitions and demonstrations of the arts and culture in the main hall of the space.

We thank you very much for your time and consideration and look forward to the future.

Sincerely,

Hailey and Adison Hillstead
Directors, Owners
Ground Control Studio