



Twin Falls City Council Agenda

Tuesday, November 13, 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
 - a) **APPRENTICESHIP DAY** - Connie Stopher, SIEDO; Katrina Oksten, CSI Apprenticeship Program Coordinator and Workforce Development Staff
- 4) GENERAL PUBLIC INPUT
- 5) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve the Accounts Payable for November 1 thru 7, 2018.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve the November 5, 2018 City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
- 6) ITEMS OF CONSIDERATION
 - a) **ACTION ITEM:** Update on the Canyon Rim Stabilization Project and request approval of a Purchase and Sale Agreement between the City of Twin Falls and Katherine B. Breckenridge for real property located on the Canyon Rim.
By: Travis Rothweiler, City Manager, Troy Vitek, Assistant City Engineer
 - b) **ACTION ITEM:** Request to approve the use of contingency funds in the amount of \$9,750. The funds would be used for the design and implementation of a Fire Battalion Chief and Fire Captain assessment center.
By: Gretchen Scott, Human Resources Director
 - c) **ACTION ITEM:** Request to approve changes to the Municipal Powers Outsource Grant (MPOG) Process.
By: Mandi Thompson, Grant and Community Relations Manager
- 7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS
- 8) PUBLIC HEARINGS

- a) Idaho Community Development Block Grant (ICDBG) in the amount not to exceed \$500,000, to partially finance the construction of a public parking facility in downtown Twin Falls, Idaho. **PUBLIC HEARING CANCELLED.**

9) ADJOURNMENT

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

Public Input Procedures

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

Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor or Chairman shall review the public hearing procedures.
 2. Individuals wishing to testify or speak before the City Council or Planning and Zoning shall wait to be recognized by the Mayor or Chairman, approach the microphone/podium, state their name, then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the staff. The staff shall make an audio recording of the Public Hearing.
 3. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
 - A complete explanation and description of the request.
 - Why the request is being made.
 - Location of the Property.
 - Impacts on the surrounding properties and efforts to mitigate those impacts.
 4. Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor or Chairman.
 5. A City Staff Report shall summarize the application and history of the request.
 6. The City Council or Planning & Zoning Commission may ask questions of staff or the applicant pertaining to the request.
 7. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor or Chairman may limit public testimony to no less than two (2) minutes per person.
 - Five or more individuals, having received personal public notice of the application under consideration, may select by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the Mayor or Chairman. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, shall be either read into the record or displayed to the public on the overhead projector.
 - Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
 8. Following the Public Testimony and Applicant's response, the hearing shall continue. The City Council or Planning & Zoning Commission, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. The Mayor or Chairman may again establish time limits.
 9. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning and Zoning Commission shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.
- * Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Mayor or Chairman.

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

Proclamation

APPRENTICESHIP DAY

WHEREAS, Southern Idaho supports the cultivation and development of its citizens' skills and careers and recognizes the critical role they play in a strong economy, and;

WHEREAS, Southern Idaho is a region where the demand for highly skilled employees continues to grow in sectors from manufacturing, food processing, technology, and more, and;

WHEREAS, workers who complete apprenticeship programs earn \$300,000 more over a career than their peers who don't, which enhances their quality of life and improves the economic stability of the community, and;

WHEREAS, apprenticeship programs have high retention rates; 91% of apprentices retain employment after the program ends, aiding employees and employers in growing local companies and the economy, and;

WHEREAS, the City of Twin Falls partners with our industries, educators, economic development organizations, and other communities in Southern Idaho to support the needs of business and to help to provide jobs for our citizens, and;

WHEREAS, this week, employers, educators, and economic developers will come together at the College of Southern Idaho to develop partnerships to support apprenticeships;

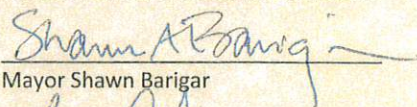
NOW, THEREFORE, I, Shawn Barigar, Mayor of the City of Twin Falls, Idaho, do hereby proclaim November 14, 2018,

APPRENTICESHIP DAY

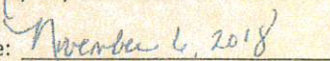
in the City of Twin Falls and join other cities and counties in Southern Idaho in urging all citizens to join in recognizing the value of supporting our local citizens and employers through apprenticeships.



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


Mayor Shawn Barigar


Deputy City Clerk Leila A. Sanchez

Date: 
November 6, 2018



Twin Falls City Council Minutes

Monday, November 5, 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, 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, Officers Salko Lilic, Elisha Batteiger, Tyler Kraft, Tyler Campbell Chris Ehardt & Powell Eaton, Captain Matt Hicks, Captain Anthony Barnhart, Sergeant Lucio Coronado, Staff Sergeant Ron Fustos, Lieutenant Terance Thueson, Human Resource Director Gretchen Scott, CFO Lorrie Race, IT Director Kathy Markus, City Planner Steve O'Connor, P&Z Director Jonathan Spendlove, Chief Kingsbury, Chief Kenworthy, Assistant City Engineer Troy Vitek, Help Desk Technician Kim Hafer, Finance Administrative Assistant Amy Luna.

Mayor Barigar called the meeting to order at 05:02 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: None

4) GENERAL PUBLIC INPUT

Katy Touchette acknowledged the Veteran's who work for the City of Twin Falls.

5) CONSENT CALENDAR

Council Member Hawkins requested that item 5B be voted on separately as she was absent from the meeting on October 29, 2018.

MOTION: Council Member Pierce moved to approve the Consent Calendar minus item 5B. Council Member Reid seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

MOTION: Council Member Reid moved to approve the Minutes from the October 29, 2018 as presented. Council Member Lanting seconded the motion. Roll call vote showed 5 members present voting in favor of motion and Council Member Hawkins abstaining. Approved 5 to 0 with 1 abstained.

- a) **ACTION ITEM:** Request to approve the Accounts Payable for October 25 thru 31, 2018.
- b) **ACTION ITEM:** Request to approve the October 29, 2018, City Council Minutes.
- c) **ACTION ITEM:** Request for the approval of the **Final Plat** for River Ridge Estates Subdivision No. 5, approximately 6.08 (+/-) acres, to develop 19 lots and 2 tracts located at the southeast corner of Cheney Drive extended and Madrona Street North c/o Tim Vawser, EHM Engineers, Inc. (app. PZ18-0087).
- d) **ACTION ITEM:** Request to accept a Right-of-Way Encroachment Agreement with West Coast Seed Mill and Supply Company.
- e) **ACTION ITEM:** Request to approve a Deferral Agreement with West Coast Seed and Supply Company.

6) ITEMS OF CONSIDERATION

- a) **ACTION ITEM:** Request to confirm the appointment of Shayne Nope as the City of Twin Falls City Attorney.

Mayor Barigar made a request to confirm the appointment of Shayne Nope as the City of Twin Falls City Attorney.

MOTION: Council Member Talkington moved to confirm the appointment of Shayne Nope as the City of Twin Falls City Attorney. Council Member Reid seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

CFO Race swore in Shayne Nope as the new City of Twin Falls City Attorney.

- b) **PRESENTATION:** Presentation of Idaho POST Certifications to Officers Salko Lilic, Elisha Batteiger, Tyler Kraft, Tyler Campbell, Chris Ehardt, and Powell Eaton.

Chief Kingsberry, Mayor Barigar & Captain Barnhart presented the receipt of Idaho POST Certifications to Officers Salko Lilic, Elisha Batteiger, Tyler Kraft, Tyler Campbell, Chris Ehardt, and Powell Eaton.

- c) **ACTION ITEM:** Request to waive the Non-Conforming Building Expansion Permit Process for a residential home located at 347 Polk Street. (App. PZ18-0086)

City Planner O'Connor made a request to waive the Non-Conforming Building Expansion Permit Process for a residential home located at 347 Polk Street. (App. PZ18-0086).

Discussion ensued on the following:

Council Member Talkington: Any comments received from the neighbors?

Council Member Hawkins: Asked about the liability of the City should this request be granted.

MOTION: Council Member Lanting moved to waive the Non-Conforming Building Expansion Permit Process for a residential home located at 347 Polk Street. (App. PZ18-0086). Council Member Talkington seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- d) **ACTION ITEM:** Request to approve Reserve Funds to Purchase a Public Safety Radio System and to enter Into an Agreement with Federal Engineering for Consulting Services.

IT Director Kathy Markus made a request to approve Reserve Funds to Purchase a Public Safety Radio System and to enter Into an Agreement with Federal Engineering for Consulting Services.

Requested amount is \$29,616.00 for the review of our RFP.

Discussion ensued on the following:

Council Member Talkington: Which agencies are on different frequencies and does it impact our public safety?

Council Member Hawkins: Will the bid be brought back to the Council or are we voting to accept what you pick?

Council Member Talkington moved to approve Reserve Funds to Purchase a Public Safety Radio System and to enter Into an Agreement with Federal Engineering for Consulting Services. Council Member Hawkins seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- e) **ACTION ITEM:** Request to amend City Code section 2-5-3 to allow the Planning and Zoning Commission to be appointed to fulfill the duties of the City's Traffic Safety Commission. Deputy City Manager Mitch Humble made a request to amend City Code section 2-5-3 to allow the Planning and Zoning Commission to be appointed to fulfill the duties of the City's Traffic Safety Commission.

Discussion ensued on the following:

Council Member Lanting: Would the School Districts, ISP and Chamber still be invited to serve on this commission or at least be invited to the meetings?

MOTION: Council Member Talking moved to suspend the rules and place Ordinance No. 2018-022 on third and final reading by title only, under suspension of the rules. Council Member Pierce seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

MOTION: Council Member Hawkins moved to approve Ordinance No. 2018-022 as presented. Council Member Reid seconded the motion. Roll call vote showed all members present voted in favor of motion. 6 to 0.

- f) **ACTION ITEM:** Request to appoint the Planning and Zoning Commission to fulfill the duties of the Traffic Safety Commission.
Mayor Barigar made a request to appoint the Planning and Zoning Commission to fulfill the duties of the Traffic Safety Commission.

Discussion ensued on the following: None

MOTION: Council Member Reid moved to appoint the Planning and Zoning Commission to fulfill the duties of the Traffic Safety Commission. 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

City Manager Rothweiler: Reminded everyone that the Meeting for Monday, November 12, 2018 has been moved to Tuesday, November 13th in observance of Veterans Day.

Susan Hawkins: Youth Council will still be meeting on the 12th at 4pm at Dairy Queen on Blue Lakes.

Took a break for approximately 15 minutes.

8) PUBLIC HEARINGS

- a) **ACTION ITEM:** Request for a Special Use Permit to construct a maximum of (8) four plex units, on individual lots on property located south of the intersection of Borah Avenue West and Rose Street North. c/o EHM on behalf of Kaitlyn Court (app. PZ18-0059)
City Planner O'Connor made a request for a Special Use Permit to construct a maximum of (8) four plex units, on individual lots on property located south of the intersection of Borah Avenue West and Rose Street North. c/o EHM on behalf of Kaitlyn Court (app. PZ18-0059).

EHM's Tim Vasser representing Kaitlyn Court presented the facts to the Council.

Discussion ensued on the following:

Council Member Lanting: What is the width of Borah and Rose & Bracken Streets? Asked for some

Council Member Talkington: Should the special use permit include for them to pledge them to use screened lighting with interior lighting to protect the surrounding neighborhoods.

Council Member Reid: 32 units purposed to go into this area with 2 parking spots per unit.

Council Member Hawkins: Flood plain in the area, can that be explained. Borah Street going east is not a through road?

Public Comment:

Citizen Randy Steele: Spoke against the Special Use Permit.

Citizen Elizabeth Kramer: Spoke against the Special Use Permit.

Council Member Talkington: Are there sidewalks on Borah, Bracken and Rose?

Council Member Hawkins: Would the access line up with Rose or be offset?

Council Member Lanting: What is the potential of Borah going further to the East?

Council Member Reid: Asked about the Fire Truck turn around. Martin and Filer is a very frustrating intersection, has this issue been looked at?

Assistant City Engineer Troy Vitek addressed these questions.

Council Member Hawkins: Feels for the Neighbors, however the applicant is within City Code. Is in favor of this motion.

Council Member Lanting: Spoke in favor of this motion. Would be willing to make Borah a no parking zone in the future if it becomes needed.

MOTION: Council Member Talkington moved to approve the request for a Special Use Permit to construct a maximum of (8) four plex units, on individual lots on property located south of the intersection of Borah Avenue West and Rose Street North. c/o EHM on behalf of Kaitlyn Court (app. PZ18-0059). Council Member Hawkins seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

9) ADJOURNMENT TO EXECUTIVE SESSION:

- 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.

Executive Session was not needed.

The meeting adjourned at 06:35 PM



Date: Tuesday, November 13, 2018
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

ACTION ITEM

Request:

ACTION ITEM: Update on the Canyon Rim Stabilization Project and request approval of a Purchase and Sale Agreement between the City of Twin Falls and Katherine B. Breckenridge for real property located on the Canyon Rim.

Time Estimate:

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

Background:

Canyon Springs grade is currently being engineered for a rock fall mitigation and road reconstruction. The recommendation from the Geotechnical Engineers is to scale the loose rock off the face of the canyon and install netting to control future rock spalling. That netting is installed by drilling in rock anchors on the top of the canyon rim and draping a mesh over the side of the canyon wall. There currently exists a 25' maintenance easement on top of the canyon rim, unfortunately past rain storms and previous rock falls have shortened that easement to nearly nothing. Along with the small easement, the area where the remains of the easement exist are considerably steep making it difficult to perform the work in a safe manner with equipment. Staff approached the property owner in an effort to provide additional access to complete the proposed work. The limits of that area have been determined and while there is considerable work to perform to prep the area before construction begins, it is sufficient to access and perform the canyon rim stabilization work along with future development of the canyon rim trail system as part of a future project.

The attached purchase and sale agreement sets forth the terms and condition of the sale of property from Katie Breckinridge to the City of Twin Falls. As stated in the agreement, the City agrees to pay \$300,000.00 for the real property described in Exhibit A of the agreement, extend public sewer/water connections to the exterior boundaries of the property retained by Breckenridge, as shown on Exhibit B, and completed by September 30, 2019. City crews will be completing the work to make the connections.

At the conclusion of the project, the City will be able to use this area to complete this section of the Canyon Rim trail. The City has already started the conversation with MaVTEC on partnering on this project. Completion of the trail will occur as a last step and after all other parts have been completed.

Approval Process:

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

Budget Impact:

If the council approves the agreement, it would require a payment to the homeowner in the amount of

\$300,000.00 along with extensions of public water and sewer to the property boundary. The cost for the utility extensions would be brought before council after completion of the design and bidding process.

Regulatory Impact:

There is no associated regulatory impact.

History:

N/A

Analysis:

N/A

Conclusion:

Request approval of a Purchase and Sale Agreement between the City of Twin Falls and Katherine B. Breckenridge for real property located on the Canyon Rim.

Attachments:

1. Breckenridge Agreement

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "**Agreement**") is entered into as of November 13, 2018, by and between the City of Twin Falls, ("**City**"), and Katherine B. Breckenridge ("**Breckenridge**").

RECITALS

WHEREAS, Breckenridge owns certain real property, legally described below, located on the Snake River Canyon rim, and adjacent to and above the City's Canyon Springs Road; and,

WHEREAS, City owns a twenty-five foot (25') wide maintenance easement along the northerly portion of Breckenridge's real property, which has become inadequate for maintenance of the canyon rim above Canyon Springs Road; and,

WHEREAS, The Breckenridge property is the only uncompleted section of contiguous Canyon Rim Trail between Washington Street North and Shoshone Falls Park; and,

WHEREAS, The City currently owns a non-contiguous section of paved bike path and public access trail over and across the southerly portion of the Breckenridge property; and,

WHEREAS, Breckenridge wishes to lay the foundation for potential future development of her property by extension of public sewer/water infrastructure to the exterior boundaries of her property.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, and other good and valuable consideration, the Parties hereby agree as follows:

1. PURCHASE AND SALE OF BRECKENRIDGE PROPERTY

A. Sale and Purchase. Breckenridge hereby agrees to grant, bargain, convey and sell to City, and City does hereby agree to acquire and purchase from Breckenridge, the Property described below on the terms and conditions set forth in this Agreement. The property purchased is as legally described and shown on Exhibit A.

B. Consideration. As consideration for the Property, City shall pay to Breckenridge the sum of Three Hundred Thousand Dollars (\$300,000.00). As additional consideration, City agrees to extend public sewer/water connections to the exterior boundaries of the property retained by Breckenridge, as shown on Exhibit B. Water and sewer stubs shall be minimum eight-inch diameter (8") lines. The water stubs shall include valves. This construction shall be completed by October 30, 2019.

C. Option to Acquire Additional Property. If the City needs additional real property for this project on the canyon rim, Breckenridge agrees to sell additional property on the same terms and conditions, for \$4.55 per square foot. This option shall terminate upon completion of the rim stabilization, canyon rim trail, and sewer stub projects.

D. Closing Date. The closing shall take place on November 14, 2018.

E. Escrow Closing. The closing shall take place at the offices of TitleFact Inc, 163 4th Ave N, Twin Falls, Idaho 83301, telephone: (208) 733-3821 ("**Escrow Agent**"). On or before the Closing Date, City and Breckenridge shall deposit with Escrow Agent all instruments, documents and monies (payable in cash, by wire funds or official bank check), as necessary to

complete the transactions contemplated under this Agreement, including due authority resolutions and title affidavits as may be requested by Escrow Agent. City shall pay Escrow Agent's closing fees and the premium for any title insurance. All other expenses not specifically referenced in this Agreement and incurred by City or Breckenridge with respect to the transactions contemplated under this Agreement shall be borne and paid exclusively by the Party incurring the same without reimbursement.

F. Conveyance of Title. At closing, Breckenridge shall execute and deliver to City a warranty deed that is to be marketable and insurable except for rights reserved in federal patents, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, rights of way and easements established or of record and any other liens, encumbrances or defects approved by City.

G. Possession. City shall be entitled to possession of the Property on the Closing Date.

H. Title Insurance. As a condition precedent to City's obligation to close, Escrow Agent shall irrevocably commit to provide City an ALTA standard coverage title insurance policy pursuant to the Title Commitment dated as of the closing and insuring City in the amount requested by City against loss or damage by reason of any defect in Breckenridge's title to the Property subject only to the printed exclusions and general exceptions shown on the Title Commitment or appearing in the policy form and the exceptions approved by City.

I. Purchase As-Is. Except for Breckenridge's warranties in the warranty deed, City's election to proceed with the purchase of the Property shall be deemed an acknowledgement that City has had an opportunity to inspect the Property and perform a due diligence analysis of the Property and is acquiring the Property in an "as is" condition solely in reliance on City's own inspection and that neither Breckenridge nor any agent, representative or employee of Breckenridge has made any representation or warranty, express or implied, verbal or written, with respect to any aspect of the Property or its fitness for any particular use.

J. Reconstruction of Drainage. The City agrees to reconstruct the drainage ditch inside Breckenridge's north boundary property line to accommodate irrigation and/or run-off water and to design and construct the means to direct the water when it leaves the Breckenridge property. Drainage ditch reconstruction shall be completed by April 1, 2019.

K. Temporary Fence. A temporary fence shall be built on the common boundary between Breckenridge and the City to minimize trespass. This temporary fence will be built after the rim stabilization project starts. The City shall pay for the fencing materials and Breckenridge will construct the fence. The fence will be constructed with 6 1/2 ft. steel posts and 3 strands of smooth wire. Breckenridge will own the fence. Until the temporary fence is constructed, the existing fences on the east and west sides of the property to be acquired by the City shall remain in place to restrict access to the site, and posted with "No Trespassing" signs. When the initial construction begins, City may replace a section of the fence on the west side with a locking gate for equipment access to the construction area.

2. VACATION OF BIKE PATH/PUBLIC ACCESS EASEMENT

A. Upon completion of construction of the bike path/Canyon Rim Trail over and across the property conveyed by Breckenridge to City as provided for in this Agreement, City shall vacate the fifteen foot (15') wide bike path easement over and across the southerly portion of the

Breckenridge property, recorded as Instrument No. 2005-006085, Records of Twin Falls County, Idaho, Exhibit C hereto. The City will allow the bike path property to be incorporated into Parcel 1 of the TBS Subdivision by lot line adjustment.

3. ADDITIONAL CONDITIONS

A. Setbacks. Breckenridge shall record a development restriction on her property prohibiting the construction of any new buildings within twenty feet (20') of Breckenridge Estates Subdivision and Breckenridge Estates No. 3, and within a sight triangle in the northwest corner of the property adjoining Breckenridge Estates Subdivision and the future Canyon Rim Trail, as shown on Exhibit B. Landscaping shall be permitted within the sight triangle only with the permission of the owner of Lot 32, Block 2, Breckenridge Estates Subdivision.

B. Rerouting Irrigation Return Flow. Breckenridge shall reroute the irrigation return flow from its currently location along the easterly border of her property to an interior location, so that all irrigation waste water remains on the property until it exits the property at the canyon rim. This work must be completed before the beginning of the 2019 irrigation season.

C. Construction of Waste Water Utility Stub From Breckenridge Estates. City shall bore the waste water stub line between the area of the existing manhole in at the end of River View Drive in Breckenridge Estates to a new manhole located within the Breckenridge property, as shown on Exhibit B. City shall repair the area around the manholes at the conclusion of the work.

D. Partial Vacation of Public Access Easement. City shall approve an amendment to the Breckenridge Estates Subdivision Final Plat, which will remove public access to pathways within that portion of Tract C which runs south of the northwesterly corner of Lot 32, Block 2, Breckenridge Estates Subdivision.

4. MISCELLANEOUS

E. Attorneys' Fees. In the event of any controversy, claim or action being filed or instituted between the Parties to interpret or enforce the terms and conditions of this Agreement, or arising from the breach of any provision hereof, the prevailing Party will be entitled to receive from the other Party all costs, damages, and expenses, including reasonable attorneys' fees through all levels of action, incurred by the prevailing Party.

F. Severability. This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision, and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

G. Section Headings. Section headings and other captions are for the purpose of reference only and do not limit or affect the meaning of the terms and provisions hereof.

H. Amendments. This Agreement may not be amended, modified, altered, supplemented or otherwise changed in any respect whatsoever, except by a writing duly executed by the Parties.

I. Survival. Each covenant, condition, warranty and representation herein made shall survive the closing and not merge into the closing documents. All provisions that are to be performed or applied to circumstances subsequent to closing shall likewise survive the closing.

J. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

K. Incorporation by Reference. All recitals and exhibits to this Agreement are hereby incorporated by reference into this Agreement as if set forth herein.

L. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

M. Merger. As to the subject matter contained herein, this Agreement shall be the complete, entire, final and exclusive agreement among the Parties and supersedes all prior and contemporaneous negotiations, agreements, and understandings, written or oral, between the Parties. It is expressly warranted by the Parties that no promise or inducement has been offered except as set forth herein, and that this Agreement is executed without reliance upon any promise, inducement, or representation not set forth herein. The terms of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence whatsoever may be introduced to vary its terms in any mediation, arbitration, or judicial proceeding involving this Agreement.

N. Successors and Assigns. This Agreement and all rights and obligations hereunder shall inure to the benefit of and be binding upon the Parties and their respective lawful successors and permitted assigns. Neither this Agreement nor any interest hereunder will be assignable in whole or in part by either Party without the prior written consent of the other Party.

O. Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

P. Further Assurances. Each of the Parties shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

{Remainder of page intentionally left blank; signature pages follow.}

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

For CITY:

City of Twin Falls

Shawn Barigar, Mayor

STATE OF IDAHO)
 :SS.
County of Twin Falls)

On this _____ day of November, 2018 before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **Shawn Barigar**, known or identified to me to be the **Mayor** of the **the City of Twin Falls, Idaho**, and acknowledged to me that he executed the foregoing instrument on behalf of said City, and that said City executed the same.

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

NOTARY PUBLIC

Residing:_____

My Commission Expires: _____

For BRECKENRIDGE:

Katherine B. Breckenridge

Katherine B. Breckenridge

STATE OF IDAHO)

County of Blaine) : ss.
~~Twin Falls~~

On this 16th day of November, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **Katherine B. Breckenridge**, and acknowledged to me that she executed the foregoing instrument.

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



Gwenna Prescott

NOTARY PUBLIC

Residing: Carey, ID

My Commission Expires: 7/6/2021

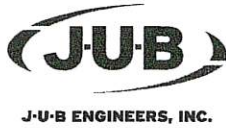
EXHIBITS

Exhibit A - Legal Description and Drawing of Property

Exhibit B – Drawing Showing Public Sewer/Water Stubs

Exhibit C –Existing Bike Path/Public Access Easement

Exhibit A



J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

PARCEL DESCRIPTION for CITY OF TWIN FALLS

A part of Parcel Two of TBS Subdivision Conveyance Plat located in part of Government Lot 5 of Section 33, Township 9 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, and more particularly described as follows:

Commencing at the South Quarter corner of said Section 33, from which the Southeast corner of said Section 33 bears North 89° 51' 19" East, 2638.59 feet;

THENCE North 00°40'01" East along the westerly boundary of the SW4 SE4 and Government Lot 5 for a distance of 1,613.36 feet to the POINT OF BEGINNING

THENCE North 00°40'01" East continuing along said westerly boundary for a distance of 48.95 feet to a found 5/8 inch rebar with cap and being a 10.00 feet in distance witness corner to the southerly rim rock of the Snake River Canyon;

THENCE North 00°40'01" East continuing along said westerly boundary for a distance of 10.00 feet to a point on the southerly rim rock of the Snake River Canyon;

THENCE along the southerly rim rock of the Snake River Canyon for the following bearings and distances:

South 64°37'43" East for a distance of 47.52 feet;

South 83°42'34" East for a distance of 122.57 feet;

South 75°51'58" East for a distance of 78.38 feet;

South 72°27'59" East for a distance of 90.65 feet;

South 81°52'22" East for a distance of 58.07 feet;

North 80°16'49" East for a distance of 68.83 feet;

South 81°43'10" East for a distance of 88.95 feet;

North 83°29'17" East for a distance of 142.67 feet;

North 88°51'29" East for a distance of 130.95 feet;

South 88°55'53" East for a distance of 99.75 feet;

North 76°37'28" East for a distance of 20.06 feet;

THENCE leaving said rim rock South 01°25'51" West for a distance of 10.00 feet to a found 5/8 inch rebar with cap and being a 10.00 feet in distance witness corner to the southerly rim rock of the Snake River Canyon;

THENCE South 01°25'51" West for a distance of 55.00 feet;

THENCE South 85°49'43" West for a distance of 413.04 feet;

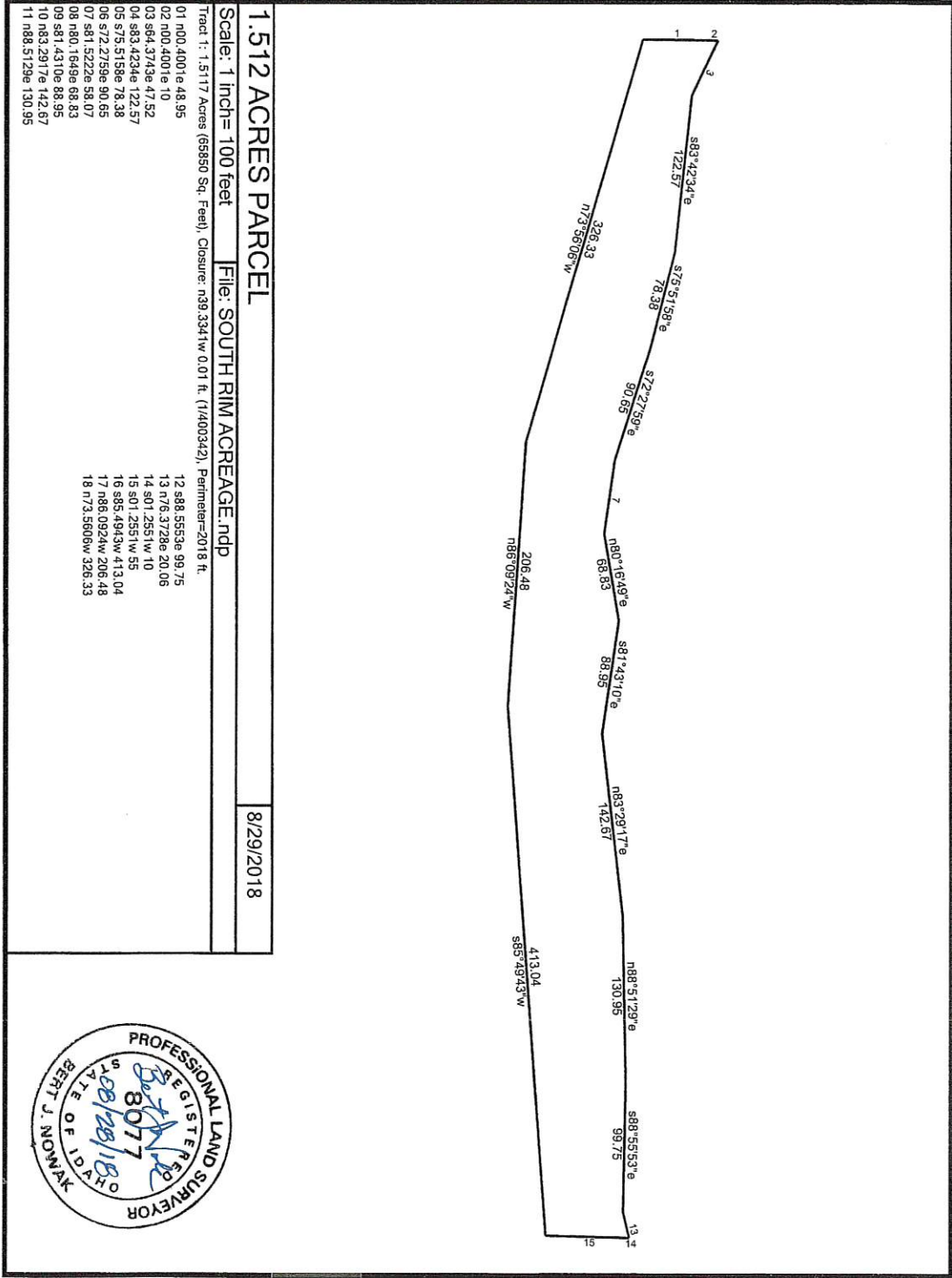
THENCE North 86°09'24" West for a distance of 206.48 feet;

THENCE North 73°56'06" West for a distance of 326.33 feet to the POINT OF BEGINNING.

Said parcel contains 1.512 acres, more or less and is subject to easements, covenants and restrictions of record.

Page 1 of 1





1.512 ACRES PARCEL

Scale: 1 inch= 100 feet File: SOUTH RIM ACREAGE.ndp

8/29/2018

Tract 1: 1.5117 Acres (65850 Sq. Feet). Closure: n39.3341w 0.01 ft. (1/400342). Perimeter=2018 ft.

- | | |
|---------------------|---------------------|
| 01 nD0.4001e 48.95 | 12 s88.5553e 99.75 |
| 02 nD0.4001e 10 | 13 n76.3728e 20.06 |
| 03 s84.3743e 47.52 | 14 S01.2551w 10 |
| 04 s83.4234e 122.57 | 15 S01.2551w 55 |
| 05 s75.5158e 78.38 | 16 s85.4943w 413.04 |
| 06 s72.2759e 90.65 | 17 n86.0924w 206.48 |
| 07 s81.5222e 58.07 | 18 n73.5606w 326.33 |
| 08 n80.1649e 68.83 | |
| 09 s81.4310e 88.95 | |
| 10 n83.2917e 142.67 | |
| 11 n88.5129e 130.95 | |



[illegible]

Exhibit C

09-04-18;02:41PM;Clerk/Auditor/Recorder

;2087364182

1/ 3

TWIN FALLS COUNTY
RECORDED FOR:
TWIN FALLS, CITY OF
11:57:46 am 03-25-2005
2005-006085
NO. PAGES: 3 FEE: \$9.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: COUNCILOR

ME-248
COMP CH
ORIGINAL #2

PUBLIC EASEMENT

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Katie Breckenridge of P.O. Box 685, Picabo, Idaho 83348, and Susan Breckenridge of 6 Pasillo Chico, Santa Fe, New Mexico, 87508, hereafter referred to as "Grantors" do hereby irrevocably grant and convey unto the CITY OF TWIN FALLS, IDAHO, a municipal corporation, hereafter referred to as "Grantee," a perpetual bicycle/pedestrian/service vehicle easement to be located upon, pass through, and across lands owned by Grantor, in the City of Twin Falls, at 647 Pole Line Road. Said easement right-of-way is particularly described in Exhibit A.

SEE ATTACHED EXHIBIT A

The easement will revert back to Breckenridge, heirs, assignees or agents if the City of Twin Falls abandons the bike path or makes use of easement other than stated herein.

Grantor agrees not to build or permit any obstruction, building or other structure, over, on, around or about said Easement right-of-way that would interfere with Grantee's right hereunder including Grantee's right of ingress and egress for maintenance and upkeep.

It is agreed that the consideration for the easement hereby given is the sum of Ten Dollars (\$10.00) together with other good and valuable consideration, the receipt of which is hereby acknowledged, and that no further sum shall be collected hereafter for said easement. This agreement covers all of the agreements by the parties hereto and the parties agree further that there are no written or verbal agreements otherwise which change or add to the terms hereof. This grant of easement is perpetual, and shall bind the parties, their heirs, personal representatives, lawful assigns and successors in interest.

TO HAVE AND TO HOLD, said easement unto Grantee, its successors and assigns this 1st day of January 2005.

"GRANTOR"

"GRANTOR"


KATIE BRECKENRIDGE


SUSAN BRECKENRIDGE

EXHIBIT A

A strip of land located in the Southwest quarter of the Southeast quarter of Section 33, Township 9 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

Commencing at the South quarter corner of said Section 33, from which the Southwest corner of said Section 33 bears South 89°47'21" West, 2640.83 feet;

THENCE North 00°40'01" East along the West boundary of the SW $\frac{1}{4}$, SE $\frac{1}{4}$, for a Distance of 513.50 feet to the POINT OF BEGINNING;

THENCE North 00°40'01" East along the West boundary of the SW $\frac{1}{4}$, SE $\frac{1}{4}$, for a Distance of 15.00 feet;

THENCE North 89°29'59" East for a distance of 919.22 feet;

THENCE South 01°25'51" West for a distance of 15.01 feet;

THENCE South 89°29'59" West for a distance of 919.02 feet to the POINT OF BEGINNING.

Said parcel contains 0.32 acres, more or less.

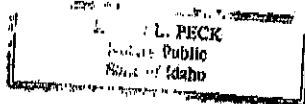
STATE OF IDAHO

County of Blaine

) ss.
)

On this 10th day of February, 2005, before me,
the undersigned, a Notary Public in and for said County and State, personally
appeared Ruth Beckenridge, known to me to be the Grantor in the
foregoing easement agreement, and acknowledged to me that he/she/they
executed the same.

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



Ruth L. Peck
Notary Public in and for Idaho
Residing in Carey, Idaho

STATE OF NEW MEXICO

County of Santa Fe

) ss.
)

On this 10th day of February, 2005, before me,
the undersigned, a Notary Public in and for said County and State, personally
appeared Susan Beckenridge, known to me to be the Grantor in the
foregoing easement agreement, and acknowledged to me that he/she/they
executed the same.

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

Marianne Brown
Notary Public in and for New Mexico
Residing in Santa Fe, New Mexico





Date: Tuesday, November 13, 2018
To: Honorable Mayor and City Council
From: Gretchen Scott, Human Resources Director

ACTION ITEM

Request:

ACTION ITEM: Request to approve the use of contingency funds in the amount of \$9,750. The funds would be used for the design and implementation of a Fire Battalion Chief and Fire Captain assessment center.

Time Estimate:

Approximately 15 minutes to review the information and respond to any questions.

Background:

It's a common practice to use pre-employment skills tests to determine the top pool of applicants in a recruitment. The goal is to hire the most qualified, best suited candidate for the job. Assessment centers are used as an opportunity to measure the skills and abilities of applicants in a promotional process. In both instances, candidates are evaluated using fair and unbiased criteria. There are many documented biases that critics of the interview process will point to as to why such a subjective tool will not produce the best candidate for the job.

Internally, the City began using assessment centers for promotional processes many years ago. We have always developed these in-house using the tools and scenarios that we are most familiar with. For the position of Detective candidates draft probable cause affidavits for an arrest warrant. For Sergeant testing candidates draft a Use of Force report to demonstrate judgement, policy knowledge and fairness. In the Fire department applicants for Driver have always had a written examination on the S.O.P.s and street names. The assessments have been a benefit to both the organization and the candidates who spend long hours preparing for these tests.

In 2017 a group from the Fire and Human Resource departments worked from scratch to update the assessment center and promotional process for the positions of Driver and Captain. It took three months to work through the details and incorporated modern skills testing like video scenarios. The results were good, but it was not without some hiccups. Part of the proposal before you is to refine the assessment center that we built in 2017 and conduct the required testing in July of 2019.

Fire Battalion Chief Cunningham has announced his retirement for February 2019. We are currently in the process of hiring the five firefighters that were awarded in the SAFER grant. HR is working towards a January 7th hire date for those new firefighters and Fire administration is working to coordinate a training program for that many new personnel at one time. It's an exciting time.

Organizationally, we have not conducted an assessment center for the position of Battalion Chief. Previously the testing process included a writing sample, oral presentation and an administrative evaluation. In conversations with Chief Kenworthy he believes that utilizing an assessment center for this

rank is critical to providing a challenging and objective process. It also will help us select the best candidate to fill this role. I support the Chief's direction and we have begun to discuss how we might accomplish this in the amount of time we have available before we would need to conduct it. I believe that if we were to try to rush through the process we would make mistakes and the integrity of the selection would be questioned. It was at that point that Chief Kenworthy introduced the possibility of having the assessment center designed and conducted by a consultant with more than 20 years of experience. We interviewed Jack Lyons at the end of October and asked that he provide us an estimate of the cost and detail the services he would be providing. I believe that he has presented a viable option for us to consider.

This request was not part of the 2018-2019 Human Resource budget request. I simply wasn't aware in May that we would be interested in pursuing this option and I am unable to absorb this amount. I would ask that the council approve the use of contingency funds in the amount of \$9,750 to enter into an agreement with Jack Lyons for the creation and administration of an assessment center for Battalion Chief and Captain.

Approval Process:

A majority vote to approve the request.

Budget Impact:

This request is to use a portion of the contingency fund in the current 2018-2019 budget to cover this request in the amount of \$9,750.

Regulatory Impact:

None

History:

N/A

Analysis:

N/A

Conclusion:

I would recommend that in consideration of the time necessary to design an assessment center, prepare the evaluation criteria, and candidates, we utilize an outside source to complete the project. Both Chief Kenworthy and I feel that taking this step will help select the best candidate to fill this role. I believe that Jack Lyons has presented a viable option for us to consider.

Attachments:

1. Promotional Assessment Proposal for TFFD_Redacted

Jack Lyons

Kirkland, WA 98034

Les Kenworthy, Fire Chief
345 Second Avenue East
P.O. Box 1907
Twin Falls, ID 83303

LKenworthy@tfid.org

October 7, 2018

Scope of Work

Based on our telephone conversation on Wednesday, October 3, 2018, I have identified three parts to the process. Each part will require a two-night stay in Twin Falls.

Part One:

Planning Meeting for Fire Battalion Chief and Fire Captain Assessment Centers

In December 2018, meet with Twin Falls Human Resources and Fire Department personnel to discuss and plan the 2019 assessment centers for the positions of Fire Battalion Chief and Fire Captain. At this meeting we would work to define the characteristics, skills and qualifications that are unique to a person in the position of Fire Captain and Fire Battalion Chief in Twin Falls. Working together, we can analyze the job and define the key elements that we can measure through assessment center techniques.

This information, along with a review of job descriptions, organizational charts and budgets, would be used to define the specific job dimensions that we would evaluate in the assessment center.

The assessment center would be constructed to examine the leadership, managerial, and operating issues an individual would have to deal with as a Fire Captain or Battalion Chief with the Twins Falls Fire Department. Exercises would be developed around issues and topics relevant to the Twins Falls Fire Department and designed to address the important knowledge, skills and abilities desired in the positions of a Fire Captain and Battalion Chief.

Typically, each assessment center would consist of three or four exercises. In addition to the tactical exercise discussed in the telephone conference exercises such as the following might be included:

- Oral Presentation
- Lesson Presentation
- Interview
- Oral resumé with follow-up interview questions
- Role Play—citizen or personnel

Once the exercises are selected, I would work with the Fire Chief, City HR representatives, and whomever they select or delegate to design and construct scenarios that target the specific needs of the Twins Falls Fire Department. These exercises would be tailor-made for your department and focus on the role of a Captain or Battalion Chief. After our initial meeting, we should be able accomplish this by telephone and email.

Candidate Preparation for The Assessment Centers

During the first trip to Twin Falls, I would conduct a candidate orientation on assessment centers combined with a workshop on the leadership, managerial and supervisory responsibilities of a fire officer.

I would present a generic overview of the assessment center process. This would provide a background on assessment centers and discuss the types of exercises and dimensions frequently used in assessment centers. My goal for this orientation is to acquaint the candidates with the process and to try and ensure each candidate will have an opportunity to show his or her best qualities and work during the assessment center.

Part Two:

Facilitate Fire Battalion Chief Assessment Center

The second trip to Twin Falls would be to facilitate the Battalion Chief Assessment Center. Prior to this assessment center, I feel it would be important to have an opportunity to meet with the assessors the department has selected to discuss, analyze, and clarify the operation of the assessment center. During this meeting, I will identify how each exercise is to be presented and how to use the evaluation forms. I will provide written instructions, discuss how to assess each exercise, and offer tips for evaluating candidates. I will also explain the scoring process that will take place after all candidates have completed the exercise.

During this meeting, I will clarify the rating sheets assessors will receive for each of the exercises. These are designed specifically for each exercise and identify the job dimensions to be evaluated: (e.g. oral communication, decision making,

interpersonal sensitivity, problem solving,). We can discuss when would be the best time to conduct an assessor orientation for each position at the initial meeting in December.

Conducting the Battalion Chief Assessment Center

The exercises will be scheduled to keep the candidates busy and dead time to a minimum. Assessors will be asked to provide written comments on each candidate's performance and behavior in each dimension for each exercise. These comments will be the basis for the scoring process and could be used for any follow-up review sessions with the candidates.

A scoring session will be held with each set of assessors after all candidates have completed the exercise. Using their notes from the sessions, assessors will be required to defend individual ratings in relationship to the dimension being tested. I will take the assessors for each exercise through a scoring process and facilitate arriving at a final score. This score will be the rating the candidate receives on the final evaluation for the specific exercise. I will provide the organization with an Excel spreadsheet that includes all scores associated with each candidate.

Part Three: Facilitate Fire Captain Assessment Center

The third trip to Twin Falls would be to facilitate the Fire Captain Assessment Center. As with the Battalion Chief Assessment Center, I would meet with assessors prior to the Captain process. The process will be conducted under the same conditions described in the Battalion Chief Assessment Center.

FEES FOR PREPARING AND CONDUCTING THE ASSESSMENT CENTERS:

Expenses:

Materials—Printing:

Normally with the fire departments I work with I develop a master set of materials and copy them at the department headquarters.

Twins Falls Fire Department Responsibilities:

Twins Falls Fire Department would be responsible to obtain assessors and role-player(s), if necessary, for the two processes.

Twins Falls Fire Department will provide one assistant to help answer assessor questions about the department and to help monitor and escort candidates to the exercise rooms.

Twins Falls Fire Department will provide one officer to help with the tactical exercise. This individual would not be involved in any scoring but would be responsible to answer any questions concerning Twins Falls Fire Department tactical procedures. Depending on how the tactical exercise is constructed, this individual may also be used to ask the candidates prepared questions on the scenario.

Twins Falls Fire Department will provide a location for the assessment center along with refreshments and lunches for those non-candidate personnel involved in the process.

Fees associated with Jack Lyons is \$9750.00

- **Airfare and transportation for visit to Twin Falls**
- **Hotel accommodations for two nights for each visit to Twin Falls**
- **The fee for conducting the one-day training on assessment centers, planning meetings, development, and facilitation of two assessment centers.**



Date: Tuesday, November 13, 2018
To: Honorable Mayor and City Council
From: Mandi Thompson, Grant and Community Relations Manager

ACTION ITEM

Request:

ACTION ITEM: Request to approve changes to the Municipal Powers Outsource Grant (MPOG) Process.

Time Estimate:

30 minutes for recommendation and discussion.

Background:

The Municipal Powers Outsource Grants (MPOG) program was established in 2003 in an effort to create a formalized process for community organizations and non-profits to request funds from the City. The grants were designed to provide financial support for organizations that provide programs and/or services that support the mission and vision of the City, and that benefit the residents of Twin Falls. Applicants were required to demonstrate collaboration, coordination, and partnership with other organizations or services to achieve goals, while not duplicating services already provided in the community.

To be eligible for consideration, recipients must operate as a local non-profit, charitable, educational, civic, scientific, social welfare, religious, health service organization, or a governmental or quasi-governmental unit that is addressing needs within the city that would otherwise be a responsibility of city government to provide or enhance existing city services.

All eligible applications must provide a service expressly granted as a municipal power by Idaho Code, Title 50, Chapter 3.

Since the beginning of the program, \$1,544,983 has been granted to 21 organizations.

In May 2018 and again in September 2018, the Council engaged in a discussion regarding the MPOG program, the need to retain the funding in order to carry out various services within the community, and possible ways to modify the process by which the funds are awarded. In September 2018, the Council directed the Grant Manager to bring forward a recommendation on possible changes to the program.

Approval Process:

Majority approval by Council.

Budget Impact:

Regulatory Impact:

N/A

History:

N/A

Analysis:**Conclusion:**

Recommendation to approve changes to the Municipal Powers Outsource Grant (MPOG) Process.

Attachments:

1. MPOG Revisions_Proposed



P.O. Box 1907

203 Main Avenue East

Twin Falls, Idaho 83303-1907

Fax: (208) 736-2296

Following Council discussions of the MPOG process in May and September 2018, the Grant Manager was asked to rework the process to request and receive funds and present suggestions changes to the program to the Council.

All eligible applications must provide a service expressly granted as a municipal power by Idaho Code, Title 50, Chapter 3 – Municipal Powers.

Council Priorities

Council members may determine priorities for MPOG funds prior to the release of the NOFA (Notice of Funding Opportunity). These priorities will be determined based on the 2030 Strategic Plan. Additional points or consideration will be awarded for applications that include programs and projects directly addressing Council priorities.

Example: The Council could determine that the priorities for 2019 are programs that benefit

- senior citizens
- victims/witnesses of crime
- programs that provide access to health and wellness

Connection to Strategic Plan

Once the Council has determined their priorities, all fundable applications must include programs and projects that are directly tied to the Council priorities set forth in the City's Strategic Plan. The connection to the strategic plan must be made to the activities of the grant, and not just the organization and its mission. The connection needs to be tied to the Strategic Plan at the goal or initiative level.

Example: Applications that will specifically fund programs that target senior citizens (mileage reimbursement for Interlink Care Givers to transport seniors, project to improve the kitchen at the TF Senior Center that will enhance the Center's ability to provide meals to the elderly, or funds that will enable LINC to provide vouchers to senior citizens for taxi or Uber trips)

- RC2 (goal) – The City will create a focus on the needs of an aging population
- RC2.1 (initiative) – The City will support the community dialogue regarding issues impacting the senior population

The intent is that organizations begin examining the programs for which they have traditionally sought MPOG funds. This requirement will help applicants make the distinction between organization and program/project connections to the strategic plan.

Pre-Grant Meeting

Prior to announcing the release of the NOFA (Notice of Funding Opportunity) for MPOG funds, a pre-grant meeting will be held at City Hall for all interested applicants. At this meeting, the Grant Manager will share important information about the current funding cycle. Information that may be shared at this meeting includes:

- Priorities for MPOG funds that have been established by the Council for the year
- Essential elements of the new grant application
- Expectations of how the grant application/project must directly tie to the Strategic Plan
- Limitations on funds
- Reporting requirements
- No duplication of services (i.e. recreation programs)

Limitations on Funds

- Create a maximum award amount (i.e. \$5,000 - \$10,000 per organization).
- Request a detailed budget that accounts for all dollars requested in order to avoid organizations automatically requesting the full amount.
- Prohibit partial funding of applications. An application will be either fully funded or not funded at all, thus encouraging applicants to be intentional in their requests. This could make the process of allocating awards less complicated.

MPOG Committee Review

2-3 Council members will meet with 2-3 staff members to review MPOG applications. This meeting will take place beginning at 4:00 prior to a weekly Council meeting. At this meeting, Council members and staff will score each application against a matrix and a recommendation will be crafted that will be taken to the whole Council for a vote. The work of the committee is intended to eliminate the need for:

- Individual funding lists presented by multiple Council members during the MPOG meeting
- In-person presentations by each applicant
- Partial funding of projects

Once the committee has completed a scoring matrix, members can discuss allocations based on scores. One options for determining awards may include creating a minimum score required for funding. Any application with a score below that minimum score will automatically be removed from consideration. This option is more objective and can help provide justification to organizations that may not receive funding, but does not leave room for special considerations. Another option is to use the matric scores as a guide when discussing applications, but only using scores as one factor when making final decisions.

Scoring Matrix

Suggested matrices may include:

- **Eligibility:** Is the proposed project/program directly linked to City Strategic Plan? Include the goal and/or initiative and give specific information showing the connection.
- **Priority:** Does the application meet one of the Council-set priorities for funding?
- **Demonstration of Need:** Does the applicant have access to alternate funding? Has the applicant clearly established a compelling need within the community?
- **Duplication of Services:** Does the proposed project/program provide a service or program not already present in the community?
- **Demonstrated Outcomes:** Does the application clearly demonstrate measurable outcomes? Are the outcomes objective and measurable?
- **Budget:** Does the application contain a budget detailing how the funds will be expended? Does the request exceed the maximum amount allowed?