



Twin Falls City Council Agenda

Monday, November 26, 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 accept the Improvement Agreement for the purpose of developing River Ridge Estates No. 5 Subdivision.
By: Troy Vitek, Assistant City Engineer
 - b) **ACTION ITEM:** Request to approve a Trust Agreement for River Ridge Estates No. 5 Subdivision, placing Lots 5 through 11, Block 5; Lots 5 through 16, Block 6 in trust.
By: Troy Vitek, Assistant City Engineer
 - c) **ACTION ITEM:** Request to approve a Trust Agreement for Golden Eagle Subdivision No. 5, placing Lot 2, Block 1 in trust.
By: Troy Vitek, Assistant City Engineer
 - d) **ACTION ITEM:** Request to accept the Parks in Lieu cash contribution for Valencia Park Subdivision, a ZDA. Application #PZ18-0096.
By: Steve O'Connor, City Planner
 - e) **ACTION ITEM:** Request to accept a Right-of-Way Encroachment Agreement with LC Investments Holdings, LLC at 1629 Locust Street North.
By: Erin Steel, Engineer 1
 - f) **ACTION ITEM:** Request to accept a Right-of-Way Encroachment Agreement with LC Investments Holdings, LLC at 1634 Locust Street North.
By: Erin Steel, Engineer 1
 - g) **ACTION ITEM:** Request to approve an agreement with the Idaho Transportation Department regarding certification of Disadvantaged Business Enterprises.
By: William Carberry, Airport Manager
- 6) ITEMS OF CONSIDERATION

- a) **ACTION ITEM:** Request to add subsection (C) to Twin Falls City Code 6-2-4: CRUELTY TO ANIMALS.
By: Sean Standley, Code Enforcement Coordinator
- b) **ACTION ITEM:** Request to waive the Non-Conforming Building Expansion Permit Process for a residential home located at 160 9th Ave N. (App. PZ18-0094).
By: Steve O'Connor, City Planner
- c) **ACTION ITEM:** Request to accept an Airport Grant Offer from ITD, Division of Aeronautics, in the amount of \$15,000, and to utilize the funding for an airfield offset tractor mower.
By: William Carberry, Airport Manager
- d) **ACTION ITEM:** Request to authorize the Mayor to sign a Cooperative Agreement with ITD for Americans with Disabilities Act (ADA) Curb Ramp Program; Key No. 22098, and approve the resolution confirming this commitment.
By: Erin Steel, Engineer 1
- e) **PRESENTATION:** Presentation of 311 Call Tree and See Click Fix
By: Kathy Markus, Information Services
- f) **PRESENTATION:** Presentation of Web Page Redesign
By: Kathy Markus, Information Services, Joshua Palmer, Public Information Coordinator

7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

8) PUBLIC HEARINGS: None

9) ADJOURNMENT

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

Public Input Procedures

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

Public Hearing Procedures for Zoning Requests

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



Date: Monday, November 26, 2018
To: Parks and Recreation Commission
From: Troy Vitek, Assistant City Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to accept the Improvement Agreement for the purpose of developing River Ridge Estates No. 5 Subdivision.

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. River Ridge Estates No. 5 - 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 James Ray, Inc. hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development River Ridge Estates No. 5 Subdivision.

WHEREAS, there is attached hereto and incorporated herein as if the same were set out in full, a certified copy of the deed to the real property showing ownership of said real property to be in the Developer's name, or, as the case may be, there is attached hereto and incorporated herein as if the same were set out in full, a copy of the deed to the above described real property showing ownership in fee simple in someone other than Developer together with a notarized authorization, signed by the real property owner, authorizing Developer to act on behalf of said real property owner, and;

WHEREAS, Developer desires to develop said real property for the following purposes:
A residential subdivision.

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

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

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

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

W I T N E S S E T H

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

I.

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

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

II.

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

a. Surety Bond

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

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

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

III.

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

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

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

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

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

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

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

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

IV.

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

X.

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

XI

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

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

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

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

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

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

XII.

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

PUBLIC WAYS

(a) Required Improvements

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

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

WATER SYSTEM

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

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

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

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

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

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

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

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

(b) City Costs

- (1) None.

(c) Required Inspections

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

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

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

(b) City Costs

(1) None.

(c) Required Inspections and Testing

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

DRAINAGE SYSTEM

(a) Required Improvements

(1) Any valley-gutters, ditching, grading or other surface drainage facilities necessary to convey any storm run-off originating from or traversing across the proposed development over the land surface to a point of retention, detention or discharge approved by the City Engineer.

(2) Any catch basin, storm sewer and other sub-surface drainage facilities necessary to convey any storm run-off, originating from or traversing across the proposed development, to a point of retention, detention or discharge approved by the City Engineer, that cannot, in the City Engineer's opinion, be conveyed over the land surface without causing damage to public or private property or without being an unreasonable inconvenience or hazard to a private individual, a group of individuals or the general public.

(b) City Costs

(1) None.

(c) Required Inspections and Testing

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

GRAVITY IRRIGATION SYSTEM

(a) Required Improvements

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

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

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

PRESSURE IRRIGATION SYSTEM(a) Required Improvements

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

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

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

SPECIAL FEATURES

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

a) Required Improvements

~~Roadways to be constructed with previously City approved standard curb and 24" rolled curb to match existing streets. Paving and gravels will be as depicted on the approved construction plans.~~

b) City Costs

- (1) None.

XIII.

The City and the Developer agree that the sequence of construction shall be as follows unless special approval in writing is obtained from the City Engineer:

1. Erosion and sedimentation controls.
2. Stormwater retention and detention facilities.
3. Waste water sewers and service connections.
4. Waste water manholes.
5. Storm sewers and catch basins.
6. Gravity irrigation pipes and boxes.
7. Pressure irrigation lines, service connections, etc.
8. Water lines and service connections.
9. Gas lines, power lines, telephone lines and cablevision lines.
10. Any other underground improvements that are required.
11. Sub-base preparation for public ways.
12. Gravel base course for public ways.
13. Curb-gutter, valley-gutter and sidewalk.
14. Gravel leveling course.
15. Asphalt paving.
16. Special Features.

XIV.

The Development may be phased as indicated on the attached development plan submitted by the Developer and approved by the City Engineer.

The terms of the basic agreement shall apply individually to each phase shown on the attached plan as though each phase were a separate and independent development providing each phase is begun in the sequence indicated on the development plan.

The two (2) year time limit, (indicated in Section VII of the Agreement) for completing the required improvements shall begin for each phase when the Developer sells a lot or an application or a building permit to construct a building within the phase has been received by the City.

The Developer may cease further development after completing any phase and before beginning the next phase and the basic agreement shall terminate in accordance with Section XVI, of the basic agreement for any undeveloped phases of the development originally proposed in the basic agreement.

XV.

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

XVI.

In the event of a breach of Agreement, or should legal action of any kind be taken to enforce the provisions, hereof, the prevailing party shall be entitled to reasonable attorney fees and costs awarded by the Court.

Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk_____
MayorDeveloper
James Ray, Inc.

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

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

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

Notary Public for Idaho
Residing at Twin Falls, Idaho

CORPORATION

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

On this 15th day of August, 2018, before me, the undersigned, a Notary Public for Idaho, personally appeared James Ray, known or identified to me (or proved to me on the oath of _____) to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Martha Tolman
 Notary Public for Idaho
 Residing at Twin Falls, Idaho
 exp 10/17/18

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:

River Ridge Estates No. 5 Subdivision

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

James Ray, Inc.

James Ray

STATE OF IDAHO)

)ss.

County of Twin Falls)

On this 15th day of August, 2018, before me, the undersigned, a Notary Public for Idaho, personally appeared James Ray, 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 10/17/18



Date: Monday, November 26, 2018
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to approve a Trust Agreement for River Ridge Estates No. 5 Subdivision, placing Lots 5 through 11, Block 5; Lots 5 through 16, Block 6 in trust.

Time Estimate:

N/A

Background:

The River Ridge Estates No. 5 Subdivision is located on the southeast corner of Madrona Street North and Cheney Drive. The developer is requesting to place the aforementioned lots in trust in lieu of providing a financial guarantee.

Approval Process:

N/A

Budget Impact:

None

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 accept the Trust Agreement and authorize the Mayor to sign.

Attachments:

1. River Ridge Estates No. 5 - Trust Agreement
2. Aerial Image - River Ridge Estates No. 5
3. Final Plat - River Ridge Estates #5

TRUST AGREEMENT

TRUST AGREEMENT (“AGREEMENT”) is made and entered into this ____ day of _____, 2018, by and between **JAMES RAY, INC., (“TRUSTOR”)** and **TITLEONE CORPORATION (“TRUSTEE”)** and the **CITY OF TWIN FALLS, IDAHO (“THIRD PARTY BENEFICIARY”)** and is made subject to the following provisions:

1. **DECLARATIONS:** Trustor is the owner of real property described on Exhibit A attached hereto and incorporated herein by reference (“**PROPERTY**”).

2. **INTENT:** It is the desire and intent of the Trustor to arrange, by and through this Agreement for the orderly development and the sale of the Property, in a manner that is conducive to achieve full compliant with applicable rules and regulations of Twin Falls County Idaho.

3. **PURPOSE:** In order to accomplish the intent of the Trustor it is necessary to place the Property in Trust as security for the City of Twin Falls, Idaho.

NOW THEREFORE it is agreed between the parties:

4. **CONVEYANCE:** Upon the execution of this Agreement, the Trustor agrees to execute and deliver to Trustee a Warranty Deed conveying to the Trustee, in Trust, to be held solely for the benefit of the Trustor and the Third Party Beneficiary, that property described on Exhibit A attached hereto and made a part hereof by reference.

5. **TRUSTEE:** The Trustee shall hold title to the Property in Trust for the benefit of the Trustor and the Third Party Beneficiary under the terms hereof, and the title of the

Property shall be and shall remain good and marketable and free of defects, liens, conditions or encumbrances of any kind or nature other than those appearing of record in the office of the Twin Falls County Recorder and the conditions of Phase Control Development Notice for the Property, a copy of which is attached hereto as Exhibit B or those which are placed on the Property with the prior consent of the Trustee. The Trustee shall not convey, transfer or encumber all or any interest in the Property save and except as hereinafter provided.

6. **PURPOSE OF THE AGREEMENT:** It is understood and agreed that the purpose of this Agreement is to provide Trustor with a convenient means of subdividing, developing and selling the Property. It shall be the entire responsibility of the Trustor to effect such developing, subdividing and selling of the Property and to provide whatever subdivision plat it may desire and to pay all costs and expenses of said developing, subdividing and selling and Trustee shall have no liability for any costs or expenses therefore or for any claim, damage, loss or liability sustained to the Property or Trustor or to any other person or persons in connection with said matter, save and except to the extent caused by Trustee's failure or refusal to comply with the terms and conditions of this Agreement.

7. **CONVEYANCE BY TRUSTOR:** The Trustor may, as it desires from time to time, sell all or portions of the Property subject to the following conditions:

7.1 To instruct the Trustee to make the conveyance to persons designated by the Trustor by a good and sufficient Fiduciary Deed; and

7.2 The Trustee has in its position a duly executed copy of consent from the City of Twin Falls, Idaho.

It shall be the responsibility of the Trustor to obtain the consent, if any, by the City of Twin Falls, Idaho and to pay the Trustee the costs of an Owner's Title Policy and any costs and expenses incurred by the Trustee under this Agreement.

8. **TERM:** It is agreed that the term of this Agreement shall expire when all of the Lots have been conveyed by the Trustee pursuant to written instruction of the Trustor and consent of the City of Twin Falls, Idaho.

9. **AMENDMENT:** It is agreed this Trust Agreement may not be revoked or amended without the prior written approval of the Trustor and the City of Twin Falls, Idaho. If the Trustee is presented with written notice of termination by both the Trustor and the City of Twin Falls, Idaho and the payment from the Trustor of all reasonable out of pocket costs and expenses incurred by the Trustee in connection with this Agreement, if any, the Trustee shall immediately reconvey to the Trustor the remaining part of the Property and thereafter no party hereto shall have any further liability to the other in connection to the Property or under the terms of this Agreement.

10. **INDEMNITY:** Trustor agrees to indemnify and save harmless the Trustee from all claims, demands, judgments, costs, expenses and reasonable attorney fees and other obligation or liability of any kind or nature that the Trustee may for any reason suffer, incur or expend by reason of this Trust Agreement or in the administration thereof other than as a result of Trustee's misconduct, breach of this Agreement or willful neglect.

11. **BINDING EFFECT:** This Agreement shall be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF this Trust Agreement has been executed.

DATED this 15th day of August, 2018.

TRUSTOR

JAMES RAY, INC.

by James Ray
JAMES RAY, President

DATED this _____ day of _____, 2018.

TRUSTEE

TITLEONE CORPORATION

By _____
Title: _____

DATED this _____ day of _____, 2018.

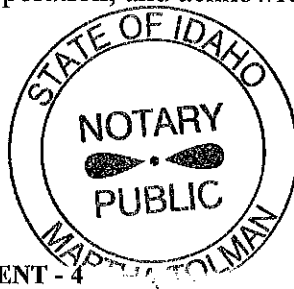
THIRD PARTY BENEFICIARY

CITY OF TWIN FALLS, IDAHO

By _____
Title: _____

STATE OF IDAHO)
) ss
County of Twin Falls)

On this 15th day of August, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared James Ray, known or identified to me to be the President of **JAMES RAY, INC.**, 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.



Martha Tolman
Notary Public for Idaho
Residing at: Twin Falls
Comm. Exp.: 10/17/18

STATE OF IDAHO)
) ss
County of Cassia)

On this _____ day of _____, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of **TITLEONE CORPORATION**, 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.

Notary Public for Idaho
Residing at: _____
Comm. Exp.: _____

STATE OF IDAHO)
) ss
County of Cassia)

On this _____ day of _____, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ for the **CITY OF TWIN FALLS, IDAHO**, and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that _____ executed the same on behalf of the City of Twin Falls, Idaho.

Notary Public for Idaho
Residing at: _____
Comm. Exp.: _____

(TitleOne/CityofTwinFallsTrustAgreement(JamesRay).doc)

EXHIBIT A
(Real Property)

Lots 5 through 11, Block 5;
and Lots 5 through 16, Block 6

RIVER RIDGE ESTATES NO. 5 SUBDIVISION, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.

EXHIBIT B

(Phase Control Development Notice)

PHASE CONTROL DEVELOPMENT NOTICE

THIS NOTICE prohibits the conveyance of the property described on Exhibit A attached hereto and incorporated herein by reference, until such time as the Trust Agreement between the City of Twin Falls, Idaho, and the Developer is recorded designating the real estate is approved for conveyance.

TITLEONE CORPORATION will hold the Deed to all undeveloped lots in Escrow with instructions to convey only those lots covered by the recorded Trust Agreement.

The real property subject to this Notice is described on Exhibit A attached hereto and incorporated herein by reference.

DATED this 15th day of August, 2018.

DEVELOPER

JAMES RAY, INC.

by James Ray
JAMES RAY, President

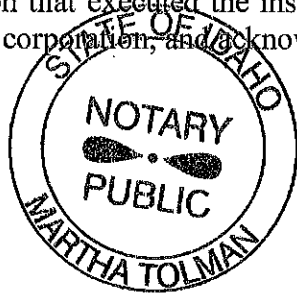
DATED this _____ day of _____, 2017.

TITLEONE CORPORATION

By _____
Title: _____

STATE OF IDAHO)
) ss
County of Twin Falls)

On this 15th day of August, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared James Ray, known or identified to me to be the President of **JAMES RAY, INC.**, 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.



Martha Tolman
Notary Public for Idaho
Residing at: Twin Falls
Comm. Exp.: 10/17/18

STATE OF IDAHO)
) ss
County of Cassia)

On this _____ day of _____, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of **TITLEONE CORPORATION**, 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.

Notary Public for Idaho
Residing at: _____
Comm. Exp.: _____

(TitleOne/CityofTwinFallsDevelopment.doc)

EXHIBIT A

Lots 5 through 11, Block 5;
and Lots 5 through 16, Block 6

RIVER RIDGE ESTATES NO. 5 SUBDIVISION, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.

PHASE CONTROL DEVELOPMENT NOTICE

THIS NOTICE prohibits the conveyance of the property described on Exhibit A attached hereto and incorporated herein by reference, until such time as the Trust Agreement between the City of Twin Falls, Idaho, and the Developer is recorded designating the real estate is approved for conveyance.

TITLEONE CORPORATION will hold the Deed to all undeveloped lots in Escrow with instructions to convey only those lots covered by the recorded Trust Agreement.

The real property subject to this Notice is described on Exhibit A attached hereto and incorporated herein by reference.

DATED this 15th day of August, 2018.

DEVELOPER

JAMES RAY, INC.

by James Ray
JAMES RAY, President

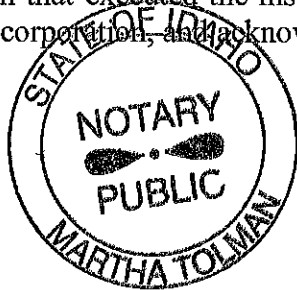
DATED this _____ day of _____, 2018.

TITLEONE CORPORATION

By _____
Title: _____

STATE OF IDAHO)
) ss
County of Twin Falls)

On this 15th day of August, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared James Ray, known or identified to me to be the President of **JAMES RAY, INC.**, 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.



Martha Tolman
Notary Public for Idaho
Residing at: Twin Falls
Comm. Exp.: 10/17/18

STATE OF IDAHO)
) ss
County of Cassia)

On this _____ day of _____, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of **TITLEONE CORPORATION**, 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.

Notary Public for Idaho
Residing at: _____
Comm. Exp.: _____

(TitleOne/CityofTwinFallsPhaseControl(JamesRay).doc)

EXHIBIT A

Lots 5 through 11, Block 5;
and Lots 5 through 16, Block 6

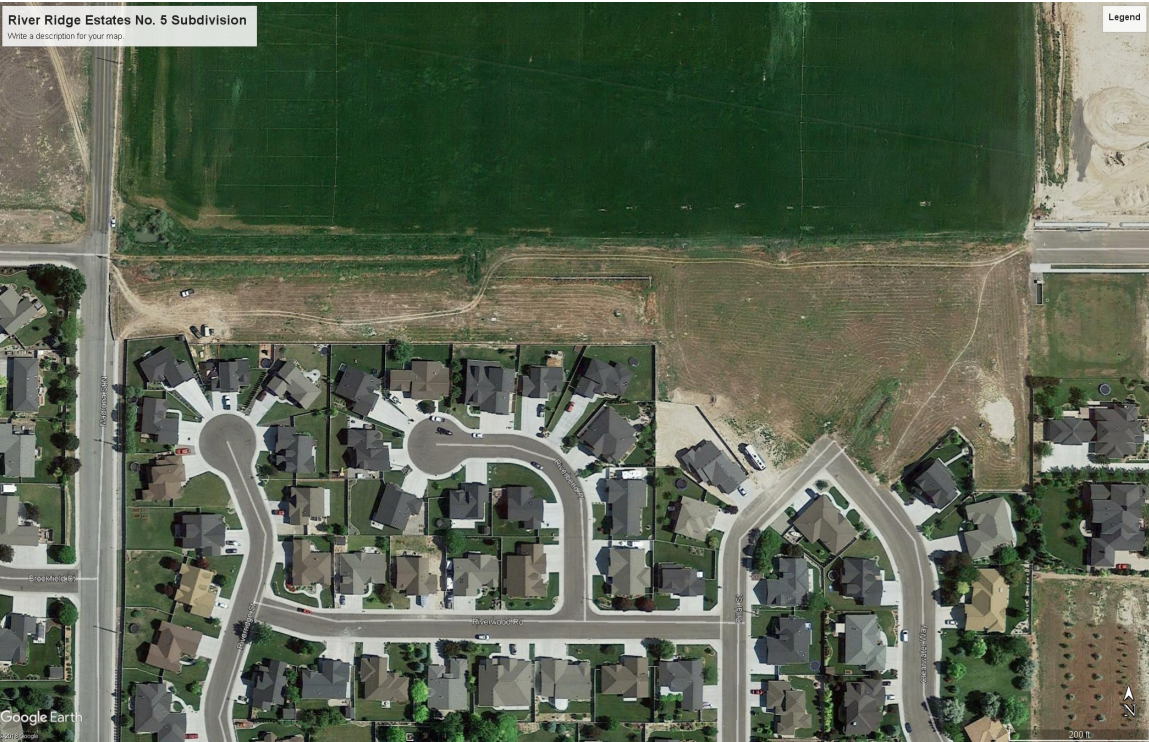
RIVER RIDGE ESTATES NO. 5 SUBDIVISION, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.

River Ridge Estates No. 5 Subdivision

Write a description for your map.

Legend

Google Earth





Date: Monday, November 26, 2018
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to approve a Trust Agreement for Golden Eagle Subdivision No. 5, placing Lot 2, Block 1 in trust.

Time Estimate:

N/A

Background:

The Golden Eagle Subdivision No. 5 is located on the northwest corner of Harrison Street South and 3600 North. The developer is requesting to place the aforementioned lot in trust in lieu of constructing the improvements or providing a financial guarantee.

Approval Process:

N/A

Budget Impact:

None

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 accept the Trust Agreement and authorize the Mayor to sign.

Attachments:

1. Golden Eagle No. 5 - Trust Agreement
2. Aerial Image - Golden Eagle Subd No. 5
3. Final Plat - Golden Eagle Subd. #5

TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this ____ day of November, 2018, by and between ROBERT J. MEYERS and KATHI L. MEYERS, husband and wife, (hereinafter "Trustor"); **TITLEFACT, INC.**, (hereinafter "Trustee"); and the **CITY OF TWIN FALLS, IDAHO** (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

WITNESSETH:

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

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

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

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

Lot 2, Block 1, GOLDEN EAGLE SUBDIVISION NO. 5, A Re-Subdivision and Re-Numbering of Lot 1, Block 1, Golden Eagle Subdivision No. 4, Twin Falls County, Idaho, according to the official plat thereof recorded in Book 24 of Plats, page 49, records of Twin Falls County, Idaho.
2. The Trustor and the Trustee agree that the Trustee shall hold said title to the Property in trust, solely for the benefit of the Beneficiary under the terms hereof, and that title to the Property shall be and remain good and marketable and free from any defects, liens, conditions or encumbrances of any kind or nature, other than those appearing of record in the office of the Twin Falls County Recorder, and conditions of the Phase Control Development Notice for lots in Golden Eagle Subdivision No 5,, a copy of which is attached hereto as Exhibit "A," or those which are placed on the Property with the prior written consent of the Trustee. The Trustee shall not convey, transfer or encumber all or any interest in the Property, save and except to the extent as directed by the Trustor by written instrument delivered to the Trustee.
3. It is understood and agreed that the purpose of this Agreement is to provide Trustor with a convenient means of, subdividing, developing and selling the Property. It shall be the entire responsibility of the Trustor to effect such developing, subdividing and selling of the Property and to provide whatever subdivision plat it may desire and to pay all costs and expenses of said developing, subdividing and selling, and Trustee shall have no liability for any costs or expenses therefor or for any claim, damage, loss or liability sustained to the Property or Trustor or to any other person or persons in connection with said matter, save and except to the extent caused by Trustee's failure or refusal to comply with the terms and conditions of this Agreement.

4. The Trustor may, as it desires from time to time, sell all or any portion of the Property in its sole and complete discretion. The Trustee agrees that, when it is so instructed in writing by Trustor, Trustee shall execute and deliver to the person or persons designated by Trustor, a fiduciary deed conveying good and marketable title to the Property or any part thereof as designated, and at said time the Trustor agrees to pay to Trustee any reasonable costs and expenses incurred by the Trustee hereunder and to pay the normal and customary fee for the cost of an owner's title insurance policy to be issued by *TITLEFACT, INC.*
5. It is agreed that Trustee shall not be liable or responsible for the condition of title to the Property, except as may be provided in any title insurance policy issued by the Trustee, and Trustee shall have no liability concerning possession or survey or any taxes, costs or expenses in connection with the Property, other than as herein provided.
6. It is agreed that the term of this Agreement shall expire when all of the above described Lots have been conveyed by the Trustee pursuant to Trustor's written instructions.
7. It is agreed that this Trust Agreement may not be revoked or amended without the prior written approval of the Beneficiary. If Trustee is presented with written notice of Termination by both Trustor and Beneficiary, and Trustee receives Trustor's payment of all reasonable out-of-pocket costs and expenses incurred by Trustee in connection with this Agreement, if any, the Trustee shall immediately reconvey to Trustor the remaining part of the Property; and thereafter no party hereto shall have any further liability to the others in connection with the Property or under the terms of this Agreement.
8. Trustor agrees to indemnify and save harmless Trustee from any claims, demands, judgments, costs and expenses including reasonable attorney's fees and any other obligation or liability of any kind or nature that the Trustee may for any reason suffer, incur or expend by reason of this Trust Agreement or in the administration thereof, other than for or as a result of Trustee's misconduct, breach of this Agreement, or willful neglect.
9. This Agreement shall bind the parties hereto, their heirs, representatives, successors and assigns.

Date: _____

TRUSTOR:

ROBERT J. MEYERS

KATHI L. MEYERS

Date: _____

TRUSTEE:
TITLEFACT, INC.

BY: _____
Richard B. Stivers, President

Date: _____

BENEFICIARY:
CITY OF TWIN FALLS, IDAHO

BY: _____

STATE OF IDAHO
County of Twin Falls

On this _____ day of November, 2018, before me, the undersigned, Notary Public in and for said State, personally appeared **RICHARD B. STIVERS**, known or identified to me to be the President of the said corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at: Twin Falls
My Commission expires: 11-28-2020

STATE OF IDAHO
County of Twin Falls

On this _____ day of November, 2018, before me, the undersigned, Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ for the City of Twin Falls, Idaho, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that executed the same on behalf of the City of Twin Falls, Idaho.

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

Notary Public for Idaho
Residing at: _____
My Commission expires: _____

STATE OF IDAHO
County of Twin Falls

On this ____ day of November, 2018, before me, a Notary Public in and for said State, personally appeared Robert J. Meyers and Kathi L. Meyers, known or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

Notary Public for Idaho
Residing at Twin Falls
Commission expires: 11-28-2020

"EXHIBIT A"

PHASE CONTROL DEVELOPMENT NOTICE

THIS NOTICE prohibits the conveyance of any undeveloped lot in Golden Eagle Subdivision until such time as an Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

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

The real property subject to this notice is Lot 2, Block 1, GOLDEN EAGLE SUBDIVISION NO. 5, A Re-Subdivision and Re-Numbering of Lot 1, Block 1, Golden Eagle Subdivision No. 4, Twin Falls County, Idaho, according to the official plat thereof recorded in Book 24 of Plats, page 49, records of Twin Falls County, Idaho. as platted in the records of Twin Falls County, Idaho.

Dated this ____ day of November, 2018.

Developer

ROBERT J. MEYERS AND KATHI L. MEYERS

: _____

TITLEFACT, INC.

BY: _____
Richard B. Stivers, President

Golden Eagle Subdivision No. 5
Lot 2, Block 1

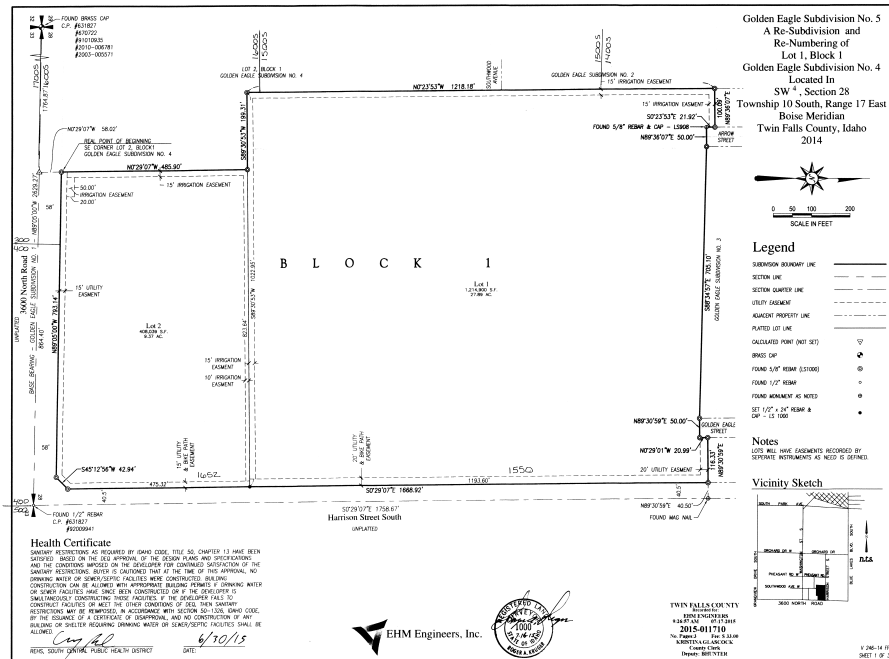
Legend

Google Earth

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100 ft







Date: Monday, November 26, 2018
To: Honorable Mayor and City Council
From: Steve O'Connor, City Planner

ACTION ITEM

Request:

ACTION ITEM: Request to accept the Parks in Lieu cash contribution for Valencia Park Subdivision, a ZDA. Application #PZ18-0096.

Time Estimate:

N/A

Background:

This is a request for a Parks in Lieu contribution for Valencia Park Subdivision, a ZDA. A 10 +/- acre subdivision with eighty-four (84) proposed dwelling units in 21 Four-plexes.

The requested Parks in Lieu cash contribution is calculated at \$42,844.20 based on the sale price of the property.

There is not an identified location for a neighborhood park per the Parks Master Plan for this area. Also, this development would not produce a Neighborhood Park which meets the minimum standards required. Therefore accepting a Parks in Lieu cash contribution complies with the master plan, and City Codes and Standards.

The development is within city limits, does border an arterial street, and it will be converted from agricultural land. Due to these factors this request does not meet, nor qualify for the 50% reduction as allowed per City Code.

Approval Process:

In accordance with City Code Section 10-12-3-11 Section F: The city council may, at their discretion, approve and accept cash contributions in lieu of park land with improvements.

The commission is tasked with forwarding a recommendation to City Council based on, 1) the minimum standards or regulations set forth in City Code, and 2) the guiding principles of the Twin Falls Parks and Recreation Master Plan.

Budget Impact:

Acceptance of the Parks In-Lieu contribution will add \$42,844.20 to the available budget of the Parks Department to be used as outlined during the Budget Process.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

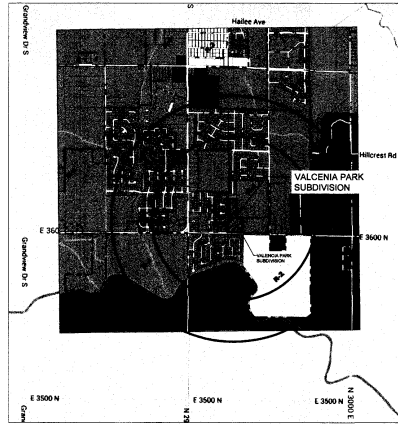
Conclusion:

Council is tasked with accepting or denying the Parks In-Lieu cash contribution for the Valencia Park Subdivision, a ZDA.

Attachments:

1. 1 - Preliminary Plat
2. 2 - Vicinity Map
3. 3 - P&SA

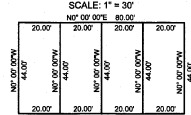
VALENCIA PARK SUBDIVISION, A ZDA A Resubdivision and Renumbering of Lot 2, Block 1 Golden Eagle Subdivision No. 4 Located In SW4, Section 28 Township 10 South, Range 17 East, Boise Meridian Twin Falls County, Idaho 2017



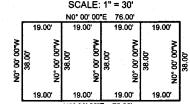
VICINITY MAP
N.T.S.

STREET NAME	CLASSIFICATION	RIGHT-OF-WAY WIDTH	ROADWAY WIDTH	SUBBASE/BASE/PAVEMENT
SOUTHWOOD AVE EAST	RESIDENTIAL	50' (EXISTING)	34' (EXISTING)	EXISTING
VALENCIA STREET	COLLECTOR	78' (PROPOSED)	48' (PROPOSED)	18" / 5' / 2.5"
3600 NORTH ROAD	ARTERIAL	58' (EXISTING 1/2)	31' CLUG	23" ϕ / 3.0"

TYPICAL STRUCTURE (LOT) DIMENSIONS



DIMENSIONS FOR LOTS 1 TO 4 BLOCK 2



CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	3°39'12"	200.00	12.75	12.75	6.38	S2°23'03"W
C5	3°39'12"	239.00	15.24	15.24	7.82	S2°23'03"W
C6	3°39'12"	161.00	10.27	10.28	5.13	S2°23'03"W
C7	4°36'32"	200.00	16.09	16.08	8.05	N1°54'23"E
C2	4°36'32"	161.00	12.95	12.95	6.48	N1°54'23"E
C8	4°36'32"	239.00	19.23	19.22	9.62	N1°54'23"E
C3	18°00'00"	200.00	62.83	62.57	31.68	N6°23'53"W
C9	18°00'00"	161.00	50.58	50.37	25.50	N6°23'53"W
C10	18°00'00"	239.00	75.08	74.78	37.85	N6°23'53"W
C4	18°00'00"	200.00	62.83	62.57	31.68	S9°23'53"E
C11	18°00'00"	239.00	75.08	74.78	37.85	S9°23'53"E
C12	18°00'00"	161.00	50.58	50.37	25.50	S9°23'53"E

EXISTING ZONE: R4-RESIDENTIAL WITH ZDA OVERLAY
EXISTING USE: AGRICULTURAL / UNDEVELOPED
PROPOSED USE: ZONED DEVELOPMENT AGREEMENT
DEVELOPMENT AREA: 9.006 ACRES
BENCH MARK: BENCHMARK NO. 3623-2929 EL. 3895.657
DOMESTIC WATER: SUBDIVISION WILL USE CITY OF TWIN FALLS WATER SUPPLY.
SEWER: SUBDIVISION WILL USE CITY OF TWIN FALLS SEWER SYSTEM.
STREETS: ACCESS TO SUBDIVISION WILL BE FROM SOUTHWOOD AVENUE AND 3600 N. ROAD.
EASEMENTS: LOTS WILL HAVE 15' EASEMENT ALONG ROADS.
UTILITIES: LOT WILL BE SERVICED BY UNDERGROUND POWER, NATURAL GAS, AND COMMUNICATION.
IRRIGATION: PRESSURE IRRIGATION SYSTEM WILL BE INSTALLED TO BE SERVED BY THE CITY PUMP STATION LOCATED NEAR THE SOUTHEAST CORNER OF THE PROPERTY.
STORM RUNOFF: STORM WATER RUN-OFF WILL BE RETAINED ON SITE.

GENERAL NOTES:

- IMPROVEMENTS WILL CONFORM TO THE CITY OF TWIN FALLS AND IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (SPWC) DESIGN STANDARDS, ORDINANCES, SPECIFICATIONS AND STANDARD DRAWINGS.
- LOT DIMENSIONS ARE APPROXIMATE ONLY.
- UNITED STATES POSTAL SERVICE HAS BEEN ADVISED OF THE DEVELOPMENT.

LEGEND

EXISTING	PROPOSED	DESCRIPTION
---	---	PROPERTY BOUNDARY
---	---	ROAD CENTERLINE
---	---	ROAD RIGHTS-OF-WAY
---	---	LOT LINE
---	---	EASEMENT
---	---	SECTION LINE
---	---	INDEX CONTOUR
---	---	INTERMEDIATE CONTOUR
---	---	DITCH
---	---	EDGE OF GRAVEL
---	---	FENCE (BARBED WIRE)
---	---	CABLE TV
---	---	GAS LINE
---	---	IRRIGATION PIPE
---	---	WATER MAIN
---	---	SEWER COLLECTION LINE
---	---	POWER LINE (UNDERGROUND)
---	---	ROAD SIGN
---	---	12" STORM DRAIN
---	---	IRRIGATION BOX (SIZE VARIES)
---	---	WELL
---	---	TEST HOLE
---	---	1/2" IRON PIN - REFERENCE POINT
---	---	5/8" IRON PIN - REFERENCE POINT
---	---	VASS CAP
---	---	SECTION QUARTER CORNER
---	---	SECTION CORNER

SUBDIVIDER:
DENNIS HOURLAY
P.O. BOX 122
FREEDOM, WYOMING 83120
PHONE: 925-766-2875
EMAIL: dennis@eliteliteusa.com

ENGINEER:
RIEDELSENG ENGINEERING, INC.
526 SHOUH AVENUE WEST
TWIN FALLS, IDAHO 83301
PHONE: 208-733-2446
EMAIL: rharding@riedeleng.com

ENGINEER:
ALL POINTS LAND SURVEYING
1049 PLAINVIEW DRIVE
TWIN FALLS, IDAHO 83301
PHONE: 208-280-1050
EMAIL: johnroot@cablene.net

STORM WATER RETENTION CALCULATIONS

PROPERTY LOCATION	TOTAL AREA (Square Feet)	RUNOFF AREA (Square Feet)		RUNOFF (Cubic Feet)	RETENTION Surface
		Impermeable(0.95)	Landscape (0.25)		
West of Valencia Street	182,334	103,710	78,634	19,950	27,400
East of Valencia Street	123,309	73,785	49,631	13,832	14,000
Valencia Street	114,674	86,749	27,931	14,591	9,800

Note: Extra Runoff from Valencia Street Will Be Retained in Area West of the Street

RECEIVED
AUG 29 2017
CITY OF TWIN FALLS
ENGINEERING DEPT.

SITE BENCH MARK
"6" BOLT ON
FIRE HYDRANT #3623-2929
ELEV. = 3895.66
(CITY OF TWIN FALLS DATUM)

5260 Shaw Avenue W
Twin Falls, Id. 83301
Phone: 208/733-2446
Fax: (208) 734-2146

RIEDELSENG
Engineering

THE DOCUMENT AND THE DESIGN INFORMATION HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, ARE THE PROPERTY OF RIEDELSENG ENGINEERING, INC. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF RIEDELSENG ENGINEERING, INC.

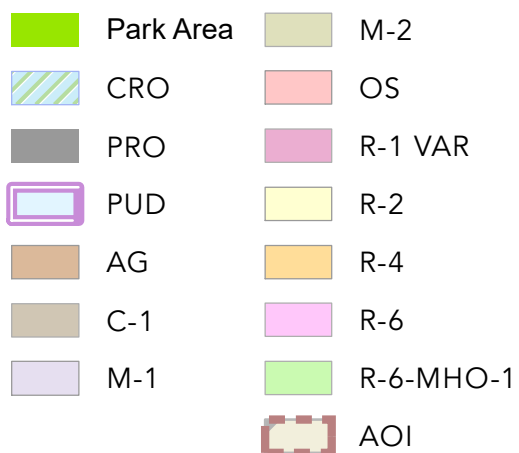
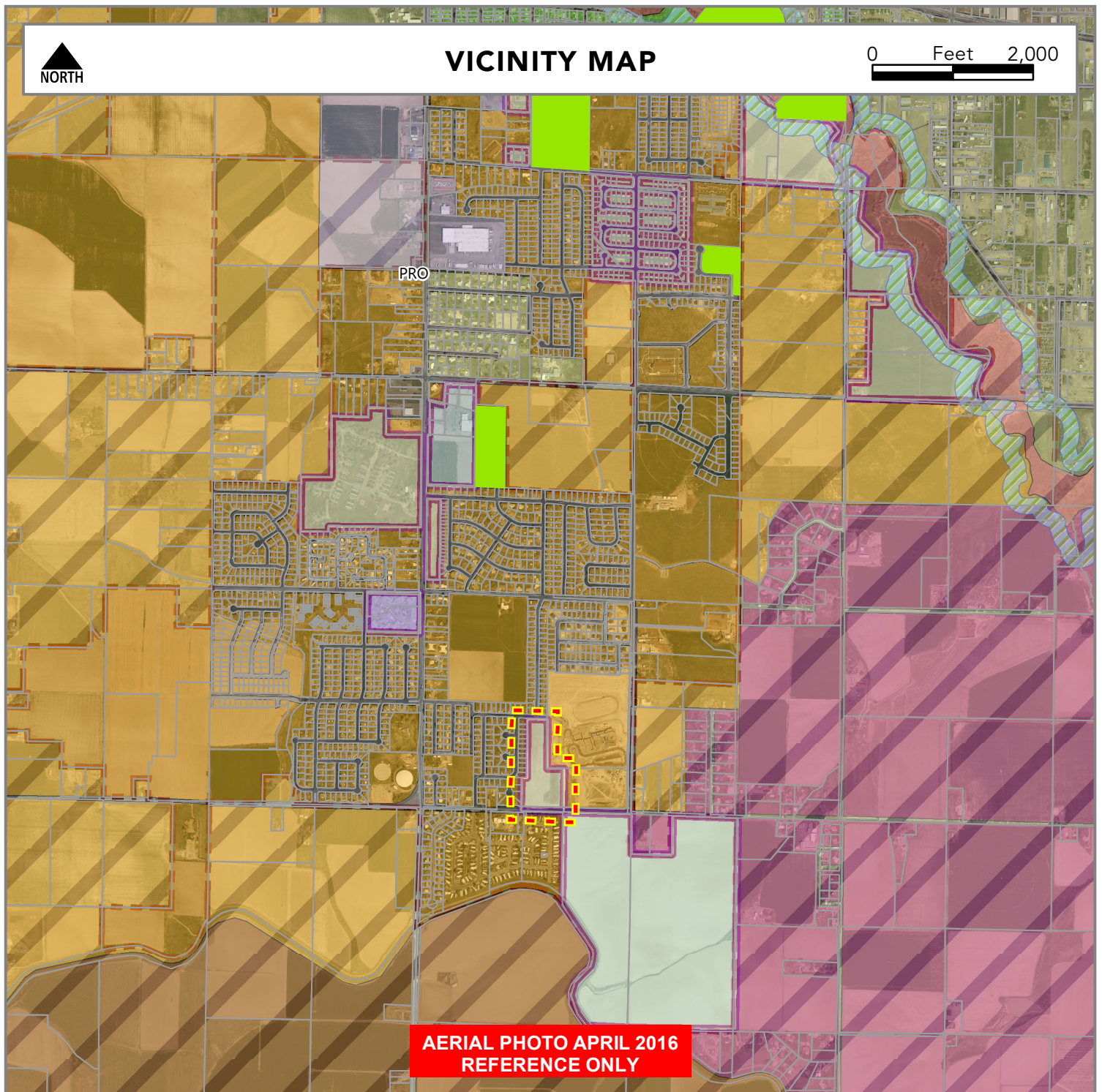
2017

VALENCIA PARK ZDA SUBDIVISION
FOR DENNIS HOURLAY

PRELIMINARY PLAT

PRELIMINARY
NOT FOR
CONSTRUCTION

DESIGNED
RLH
DESIGN CHECKED
AW
DETAILED
RLH
DRAWING CHECKED
VAB
FILE NAME
2823-PLAT.dwg
DRAWING DATE
8/29/17
DRAWING SCALE
AS SHOWN





RE-24 VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.
NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS
OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

1 ID# 92915WS DATE 09/29/2015

2

3 LISTING AGENCY American Real Estate&Appraisal Office Phone # 208-734-5650 Fax #

4 Listing Agent Douglas D Vollmer E-Mail Doug@Areaidaho.com Phone # 208-420-5650

5 SELLING AGENCY CANYONSIDE IRWIN REALTY Office Phone # 208-734-6500 Fax # 208-734-6557

6 Selling Agent WILLIS STONE E-Mail willis@willisandjillstone.com Phone # 208-420-0030

7

8 1. BUYER: Dennis Hourany or assigns

9 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to

10 as "PROPERTY" COMMONLY KNOWN AS 2950 E 3600 N

11 Twin Falls City Twin Falls County, ID, Zip 83301 legally described as: Lot 2, Block 1, Gold

12 en Eagle No. 4

13 OR Legal Description Attached as exhibit (Exhibit must accompany original offer and be signed or initiated by

14 BUYER and SELLER.)

15

16 2. \$ 180,000.00 PURCHASE PRICE: One Hundred Eighty Thousand DOLLARS,

17 payable upon the following TERMS AND CONDITIONS (not including closing costs):

18

19 This offer is contingent upon the sale, refinance, and/or closing of any other property ☐ Yes ☒ No

20

21 3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.

22

23 (A). \$ 5,000.00 EARNEST MONEY: BUYER hereby deposits Five Thousand

24 DOLLARS as Earnest Money evidenced by: ☐ cash ☐ personal check ☐ cashier's check ☐ note (due date):

25 ☒ other wired to Title Fact, Inc. and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account ☐ upon receipt or

26 ☐ upon acceptance by BUYER and SELLER or ☒ other To be wired to Title Fact, Inc 5 days after acceptance.

27 and shall be held by: ☐ Listing Broker ☐ Selling Broker

28 ☒ other Title Fact, Inc. for the benefit of the parties hereto.

29 THE RESPONSIBLE BROKER SHALL BE: Robert E Veeh

30

31 (B). ALL CASH OFFER: ☐ NO ☒ YES If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with N/A (Not Applicable). IF

32 CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide

33 SELLER within 20 business days (five [5] if left blank) from the date of acceptance of this agreement by all parties, evidence of sufficient funds

34 and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial

35 statement.

36 Cash proceeds from another sale: ☐ Yes ☒ No

37 (C). \$ NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:

38 FIRST LOAN of \$ not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ HFA,

39 ☐ RURAL DEVELOPMENT, ☐ OTHER with interest not to exceed % for a period of year(s) at:

40 ☐ Fixed Rate ☐ Other . In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing,

41 BUYER's Earnest Money shall be returned to BUYER.

42 SECOND LOAN of \$ with interest not to exceed % for a period of year(s) at: ☐ Fixed Rate ☐ Other

43 LOAN APPLICATION: BUYER ☐ has applied OR ☐ shall apply for such loan(s) within business days (five [5] if left blank) of SELLER'S

44 acceptance. Within business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written

45 confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds

46 necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender

47 underwriting. If such written confirmation is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this

48 agreement by notifying BUYER(S) in writing of such cancellation within business days (three [3] if left blank) after written confirmation was

49 required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written

50 confirmation of lender approval and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably

51 withheld. If an appraisal is required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money shall be

52 returned at BUYER'S request. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and

53 conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER. FHA / VA: If applicable, it is

54 expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the

55 PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in

56 accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct

57 Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract.

58

59 (D). \$ ADDITIONAL FINANCIAL TERMS:

60 ☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).

61 ☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

62

63 (E). \$ 175,000.00 APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at

64 closing, in GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check.

BUYER'S Initials (W) Date 09/29/2015

SELLER'S Initials (W) Date 10/1/15

PROPERTY ADDRESS: 2950 E 3600 N

Twin Falls

ID

83301

ID#:

92915WS

4. OTHER TERMS AND/OR CONDITIONS:

- 1) Buyer to have 60 days to complete due diligence.
- 2) Per seller, property is already annexed into the city of Twin Falls and the zoning is R-4 allowing multi family units. These approvals must meet with buyer's approval.
- 3) Seller will cooperate with buyer by signing any documents required by city for buyer to perform due diligence.
- 4) Closing to be 30 days after multi-family residential mapping is approved by the City of Twin Falls. These approvals must meet buyer's approval.
- 5) Seller to clear lot of debris and clean lot prior to closing.

5. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

6. INSPECTION: BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- A. SIZE: Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.
- B. LINES AND BOUNDARIES: Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
- C. ZONING AND LAND USE: Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the PROPERTY, BUYER's intended use of the PROPERTY, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
- D. UTILITIES AND SERVICE: Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV and drainage.
- E. UTILITIES, IMPROVEMENTS & OTHER RIGHTS: SELLER represents that the PROPERTY does have the following utilities, improvements, services and other rights available (describe availability):
- F. HAZARDOUS MATERIALS: The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the PROPERTY inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the PROPERTY that are not contained in this Agreement or in any disclosure statements.
- G. TAX LIABILITY: The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

BUYER chooses ☒ to have inspection; ☐ not to have inspection. If BUYER chooses not to have inspection skip the remainder of Section 6. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 60 calendar days (thirty [30] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items or written notice of termination of this Agreement based on an unsatisfactory inspection. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. BUYER'S acceptance of the condition of the PROPERTY is a contingency of this Agreement.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

- 1). If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items or written notice of termination of this Agreement, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.
- 2). If BUYER does within the strict time period specified give to SELLER written notice of termination of this Agreement based on an unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.
- 3). If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if applicable. Upon receipt of written notice SELLER shall have 5 business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER's option, may correct the items as specified by BUYER in their letter or may elect not to do so. If SELLER agrees in writing to correct items requested by BUYER, then both parties agree that they will continue with the transaction and proceed to closing. Immediately upon a written response from SELLER that rejects BUYER's requests, in whole or in part, BUYER may proceed under 6(B)(4) below.
- 4). If SELLER does not agree to correct BUYER's items within the strict time period specified, or SELLER does not respond in writing within the strict time period specified, then the BUYER has the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 5 business days (three [3] if left blank) that they will not continue with the transaction and will receive their Earnest Money back.
- 5). If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or

BUYER'S Initials (MA) Date 09/29/2015

SELLER'S Initials (AV) Date 10-7-15

PROPERTY ADDRESS: 2950 E 3600 N

Twin Falls

ID

83301

ID#

92915WS

correct. SELLER shall make the PROPERTY available for all inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.

7. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

8. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the buyer additional coverage.

(A). **PRELIMINARY TITLE COMMITMENT:** Within 6 business days (six [6] if left blank) of final acceptance of all parties, SELLER or BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY. BUYER shall have 5 business days (two [2] if left blank) after receipt of the preliminary commitment, within which to object in writing to the condition of the title as set forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said PROPERTY is not marketable, and cannot be made so within 5 business days (two [2] if left blank) after SELLER's receipt of a written objection and statement of defect from BUYER, then BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). **TITLE COMPANY:** The parties agree that Title Fact, Inc. Title Company located at Twin Falls shall provide the title policy and preliminary report of commitment.

(C). **STANDARD COVERAGE OWNER'S POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost unless otherwise provided herein.

(D). **EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy):** The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

9. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): As part of the BUYER'S inspection of the PROPERTY as set forth in Section 6, BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have 5 business days (ten [10] if left blank) (but in no event shall such time period exceed that time period set forth for inspections in Section 6) to review any CC&Rs that may affect the PROPERTY. Unless BUYER delivers to SELLER a written and signed objection to the terms of any applicable CC&Rs with particularity describing BUYER'S reasonable objections within such time period as set forth above, BUYER shall be deemed to have conclusively waived any objection to the terms of any CC&Rs affecting the PROPERTY, nothing contained herein shall constitute a waiver of BUYER to challenge CC&Rs directly with a homeowners association after closing. If BUYER timely and reasonably objects to a term of the CC&Rs, this Agreement shall terminate and the Earnest Money shall be returned to BUYER.

10. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A. Association fees/dues are \$_____ per _____. ☐ BUYER ☐ SELLER ☒ N/A to pay Homeowner's Association SET UP FEE of \$_____, and/or PROPERTY TRANSFER FEES of \$_____ at closing.

11. INTERSTATE LAND SALES FULL DISCLOSURE ACT: This Vacant Land Real Estate Purchase and Sale Agreement is NOT intended to be used for situations in which Seller owns and is selling one hundred (100) or more lots. Properties containing one hundred (100) or more lots for sale may be subject to the reporting and disclosure requirements of the Interstate Land Sales Full Disclosure Act ("Act"), 16 USC § 1701 et seq. If you have questions regarding this Act, contact your attorney before signing. Any contract or agreement for the sale or lease of a lot subject to the Act may be revoked at the option of the purchaser or lessee until midnight of the seventh day following the signing of such contract or agreement or until such later time as may be required pursuant to applicable law. Any contract or agreement for the sale or lease of a lot for which a property report is required by the Act and the property report has not been given to the purchaser or lessee in advance of his or her signing such contract or agreement, such contract or agreement may be revoked at the option of the purchaser or lessee within two (2) years from the date of such signing.

12. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the PROPERTY prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.

13. NOXIOUS WEEDS: BUYER of the PROPERTY in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning noxious weeds and your obligations as an owner of property, contact your local county extension office.

BUYER'S Initials ([Signature]) Date 09/29/2015

SELLER'S Initials ([Signature]) Date 10-1-15

PROPERTY ADDRESS: **2950 E 3600 N** Twin Falls ID **83301** ID#: **92915WS**

14. **MINERAL RIGHTS:** Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.
15. **WATER RIGHTS:** Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY are included in and are a part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.
16. **RISK OF LOSS OR NEGLECT:** Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be materially damaged by fire, neglect, or other destructive cause prior to closing, this agreement shall be voidable at the option of the BUYER.
17. **BUSINESS DAYS:** A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.
18. **CALENDAR DAYS:** A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."
19. **SEVERABILITY:** In the case that any one or more of the provisions contained in this Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.
20. **TRANSMISSION OF DOCUMENTS:** Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the LENDER, or the Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.
21. **COUNTERPARTS:** This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.
22. **ENTIRE AGREEMENT:** This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters.
23. **SALES PRICE INFORMATION:** Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.
24. **ADDITIONAL CONTINGENCIES AND COSTS:** The closing of this transaction is contingent upon written satisfaction or waiver of the contingencies listed in the "contingencies" column below. In addition, the parties shall satisfy all contingencies set forth in this section by close of business (Date): n/a unless otherwise agreed to by the parties in writing. The parties agree to pay the following costs as indicated below. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances.

Upon closing SELLER agrees to pay EITHER _____% (N/A if left blank) of the purchase price OR \$_____ (N/A if left blank) of lender-approved BUYER'S closing costs, lender fees, prepaid costs and any fees associated with completing the transaction which includes but is not limited to those items in BUYER columns marked below.

COSTS	BUYER	SELLER	Shared Equally	N/A	CONTINGENCIES	BUYER	SELLER	Shared Equally	N/A
Appraisal Fee				X	Environmental Inspection (Phase 1)				X
Long Term Escrow Fees				X	Environmental Inspection (Phase 2)				X
Closing Escrow Fee			X		Environmental Inspection (Phase 3)				X
Survey				X	PERC Test				X
Flood Certification/Tracking Fee				X	Zoning Variance				X
Title Ins. Standard Coverage Owner's Policy		X			Soil(s) Test(s)				X
Title Ins. Extended Coverage Lender's Policy - Mortgage Policy				X	Hazardous Waste Report(s)				X
Additional Title Coverage				X					
Water Rights Transfer Fee				X					
Attorney Contract Preparation or Review Fee				X					

BUYER'S Initials ([Signature]) Date 09/29/2015

SELLER'S Initials ([Signature]) Date 10-1-15

PROPERTY ADDRESS: 2950 E 3600 N

Twin Falls

ID 83301

ID#: 92915WS

239 25. **DEFAULT:** If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated
240 damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make
241 demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker
242 on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees,
243 inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker,
244 provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically
245 acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and
246 such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the
247 costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title
248 insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the
249 matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be
250 returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's
251 fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.
252

253 26. **EARNEST MONEY DISPUTE / INTERPLEADER:** Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that
254 in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, Broker may reasonably rely on the terms
255 of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing agency
256 shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties
257 and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute
258 including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or
259 not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.
260

261 27. **ATTORNEY'S FEES:** If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this
262 Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees
263 on appeal.
264

265 28. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**
266

267 29. **CLOSING:** On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete
268 this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are
269 available to SELLER. The closing shall be no later than (Date) Refer to Paragraph 4 #4
270 The parties agree that the CLOSING AGENCY for this transaction shall be _____
271 located at Title Fact, Inc If a long-term escrow /collection is involved, then the long-term escrow holder
272 shall be n/a
273

274 30. **POSSESSION:** BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ at _____ ☐ am ☐ pm.
275

276 31. **PRORATIONS:** Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens,
277 encumbrances or obligations assumed, and utilities shall be prorated as of closing
278 BUYER to reimburse SELLER for fuel in tank ☐ Yes ☐ No (Not Applicable if left blank). Dollar amount may be determined by SELLER's supplier.
279

280 32. **SPECIAL CONSIDERATIONS AND CONTINGENCIES:** This Agreement is made subject to the following special considerations and/or
281 contingencies which must be satisfied prior to closing:
282

- 283 1) Buyer to have 60 days for due diligence.
284 2) Should buyer find due diligence unacceptable, buyer shall notify seller in writing within due
285 diligence period. Buyer may withdraw offer at anytime during due diligence period and earnest
286 money will be refunded.
287
288

289 33. **REPRESENTATION CONFIRMATION:** Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the
290 broker(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).
291

292 Section 1:

- 293 ☒ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
294 ☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
295 ☐ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT
296 acting solely on behalf of the BUYER(S).
297 ☐ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).
298

299 Section 2:

- 300 ☒ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
301 ☐ B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
302 ☐ C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT
303 acting solely on behalf of the SELLER(S).
304 ☐ D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).
305

306 Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho
307 real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy
was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A
BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

BUYER'S Initials ([Signature]) Date 09/29/2015

SELLER'S Initials ([Signature]) Date 10-1-15

PROPERTY ADDRESS: 2950 E 3600 N Twin Falls ID 83301 ID#: 92915WS

34. ASSIGNMENT: This Agreement and any rights or interests created herein ☒ may ☐ may not be sold, transferred, or otherwise assigned.

35. ACCEPTANCE: This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) 10/05/2015 at (Local Time in which PROPERTY is located) 11:00 ☒ A.M. ☐ P.M.

36. BUYER'S SIGNATURES:

☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)
☐ SEE ATTACHED BUYER'S EXHIBIT(S): _____ (Specify number of BUYER exhibit(s) attached.)

☐ BUYER does currently hold an active Idaho real estate license. ☐ BUYER is related to agent.

BUYER Signature [Signature] BUYER (Print Name) Dennis Hourany
 Date 09/29/2015 Time 9:37:32 PM ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail dennis@elitetitleusa.com
 City _____ State _____ Zip _____ Fax # _____

☐ BUYER does currently hold an active Idaho real estate license. ☐ BUYER is related to agent.

BUYER Signature _____ BUYER (Print Name) _____
 Date _____ Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail _____
 City _____ State _____ Zip _____ Fax # _____

37. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER
☐ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # _____
☐ SIGNATURE(S) SUBJECT TO ATTACHED EXHIBIT(S) # _____

☒ SELLER does currently hold an active Idaho real estate license. ☐ SELLER is related to agent.

SELLER Signature [Signature] SELLER (Print Name) V&S LLC
 Date 10-1-15 Time 12:00 ☐ A.M. ☒ P.M. Phone # 208-420-5650 Cell # _____
 Address _____ E-Mail _____
 City _____ State _____ Zip _____ Fax # _____

☐ SELLER does currently hold an active Idaho real estate license. ☐ SELLER is related to agent.

SELLER Signature _____ SELLER (Print Name) _____
 Date _____ Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail _____
 City _____ State _____ Zip _____ Fax # _____

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within _____ calendar days (three [3] if left blank) by BUYER initialing HERE _____. If BUYER timely approves of SELLER's late acceptance, an initialed copy of this page shall be immediately delivered to SELLER.



Date: Monday, November 26, 2018
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to accept a Right-of-Way Encroachment Agreement with LC Investments Holdings, LLC at 1629 Locust Street North.

Time Estimate:

Consent Calendar

Background:

LC Investment Holdings LLC located at 1629 Locust Street North is constructing a new building. In order to provide the required parking, they need to encroach into the City of Twin Falls Right-of-Way (ROW) along Locust Street North. The encroachment is located behind proposed side walk within City ROW. This agreement will allow LC Investment Holdings LLC, to park within a portion of City ROW, if at anytime the City needs to utilize the ROW, this agreement will allow the City to require LC Investment Holdings LLC, to vacate the area at no cost to the City of Twin Falls. When this property was developed, the developer dedicate more ROW than was required. The excess donated ROW is the area being requested to park in.

Approval Process:

A majority vote of the Council is required to approve this request.

Budget Impact:

None

Regulatory Impact:

None

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends the Council approve the request as presented.

Attachments:

1. 1629 Locust Street North ROW Encroachment Agreement with Legal description
2. 18-2818 1634 Locust St N REV #1 Plans - Copy 3

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

WHEREAS, Grantee owns certain real property at 1629 Locust St. N. and adjoining that public right-of-way; and,

WHEREAS, Grantee owns and operates a business with parking areas located within and encroaching in the public right-of-way; and,

WHEREAS, Grantee wishes to develop and build a new building and associated parking areas and will extend the parking which encroaches into the public right-of-way and,

WHEREAS, The City Engineer has reviewed the Grantee's request for an encroachment permit, and has determined that the proposed encroachment will not interfere with the widening/improvement of Locust St. N. for the foreseeable future; and

WHEREAS, The Grantor and Grantee have agreed that the encroachment may remain so long as the right-of-way is not needed for the development of public infrastructure within the public right-of-way.

NOW, THEREFORE, The CITY OF TWIN FALLS, IDAHO, an Idaho municipal corporation, P.O. Box 1907, Twin Falls, Idaho 83303, hereafter referred to as "Grantor", does hereby grant and convey unto LC Investment Holdings, LLC, whose address is 1629 Locust St. N., Twin Falls, Idaho 83301, hereafter referred to as "Grantee", a temporary encroachment permit and easement to be located on the public right-of-way, in the County of Twin Falls, Idaho. Said easement is legally described in Exhibit A, attached hereto, and as depicted in Exhibit B, also attached hereto.

This encroachment permit and easement may be revoked and terminated at the sole discretion of the Grantor, upon the determination that the right-of-way subject to this encroachment easement is needed for the further development of the Grantor's public infrastructure. Upon termination of this permit and easement, Grantee shall remove the parking area and return the right-of-way free and clear of any obstructions or impediments, in condition to permit construction of public infrastructure.

This Easement 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.

GRANTOR

Shawn Barigar, Mayor
City of Twin Falls

GRANTEE

Gary Wolverton, (Title) Managing Member
LC Investment Holdings, LLC

STATE OF IDAHO

) ss.

County of Twin Falls

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Shawn Barigar, Mayor of the City of Twin Falls, known to me to be the person whose name is) subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the City of Twin Falls.

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

NOTARY PUBLIC

Residing at: _____

Commission expires: _____

STATE OF IDAHO

) ss.

County of Twin Falls

On this 15th day of November, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Wolverton, Managing Member of LC Investment Holdings, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of LC Investment Holdings, LLC.

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



NOTARY PUBLIC

Residing at: Twin Falls, ID

Commission expires: 02/12/2021

Located In
A Portion of
Locust Street North
In
NW ⁴ NW ⁴, Section 3
Township 10 South, Range 17 East
Boise Meridian
Twin Falls County, Idaho
2018

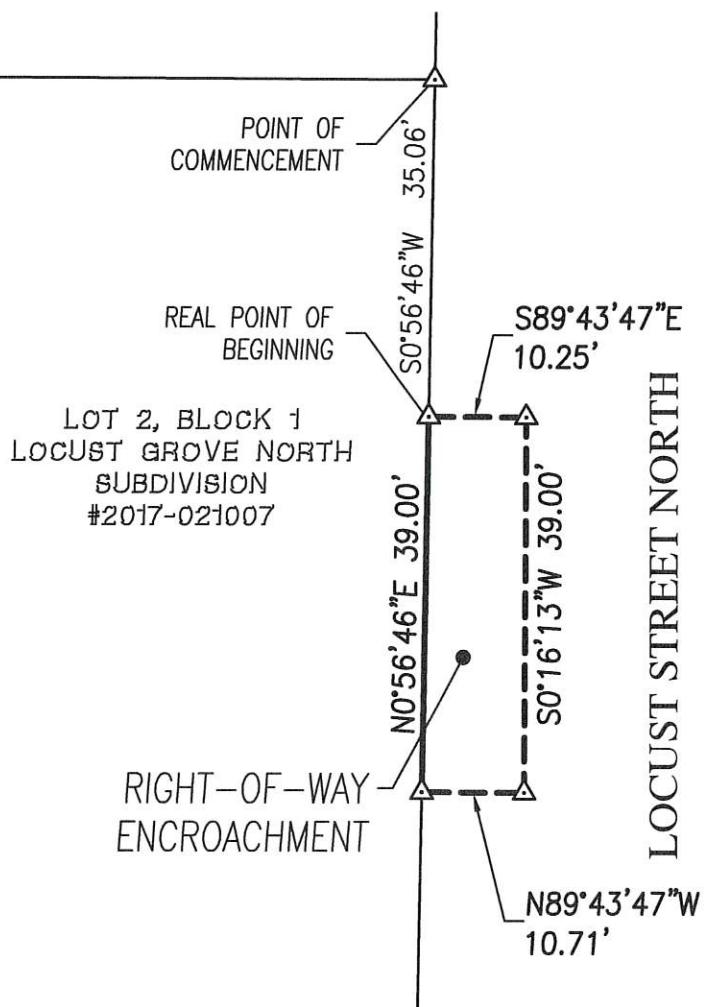


EXHIBIT
RIGHT-OF-WAY ENCROACHMENT
TWIN FALLS, IDAHO



EHM Engineers, Inc.
BUILDING THE FUTURE ON A FOUNDATION OF EXCELLENCE

Engineers / Surveyors / Planners
621 North College Road, Suite 100 Twin Falls, Idaho 83301
p (208)-734-4888 fax (208)-734-6049 web: ehmine.com

JOB NO.:	259-18
DESIGN	
DRAWN	CSH
DATE	NOV. 2018
SCALE	SHOWN
259-18 ESMT-PARK	
Sheet No.:	1

Exhibit A
Legal Description
Locust Street North Right-of-Way Encroachment
Twin Falls, Idaho

Being a portion of Locust Street North lying in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 3, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

Commencing at the Northeast corner of Lot 2, Block 1 as shown on that certain map entitled "Locust Grove North Subdivision", recorded December 28, 2017 as Instrument No. 2017-021007 in the office of the County Recorder of Twin Falls County;

Thence, along the East Boundary of said Lot 2, Block 1, South 00°56'46" West 35.06 feet and being the REAL POINT OF BEGINNING;

Thence, leaving said East Boundary, South 89°43'47" East 10.25 feet;

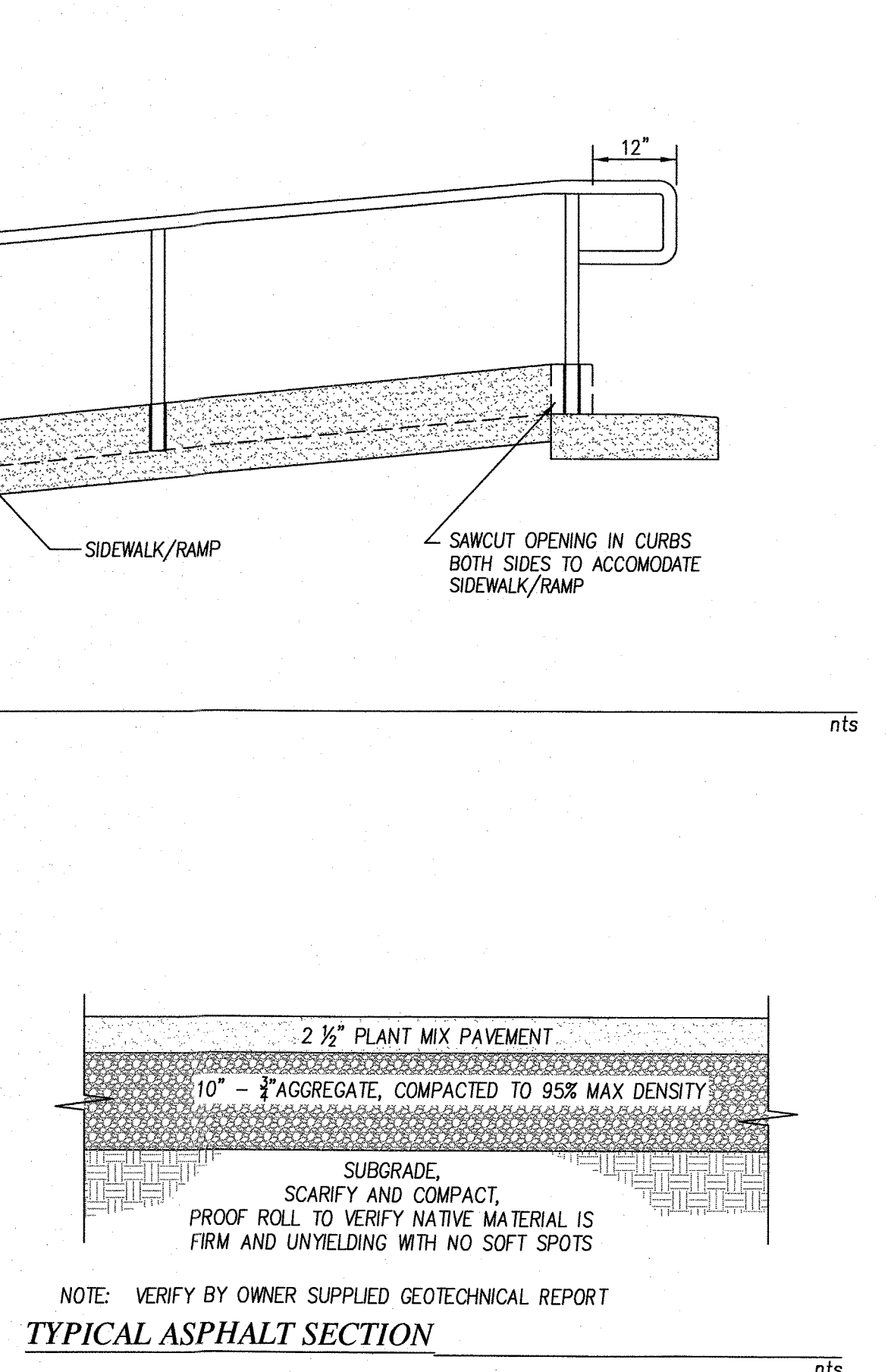
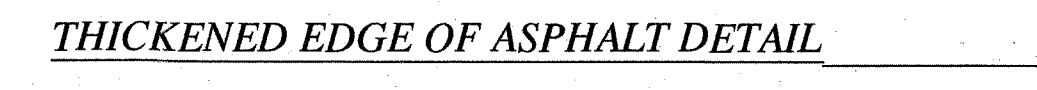
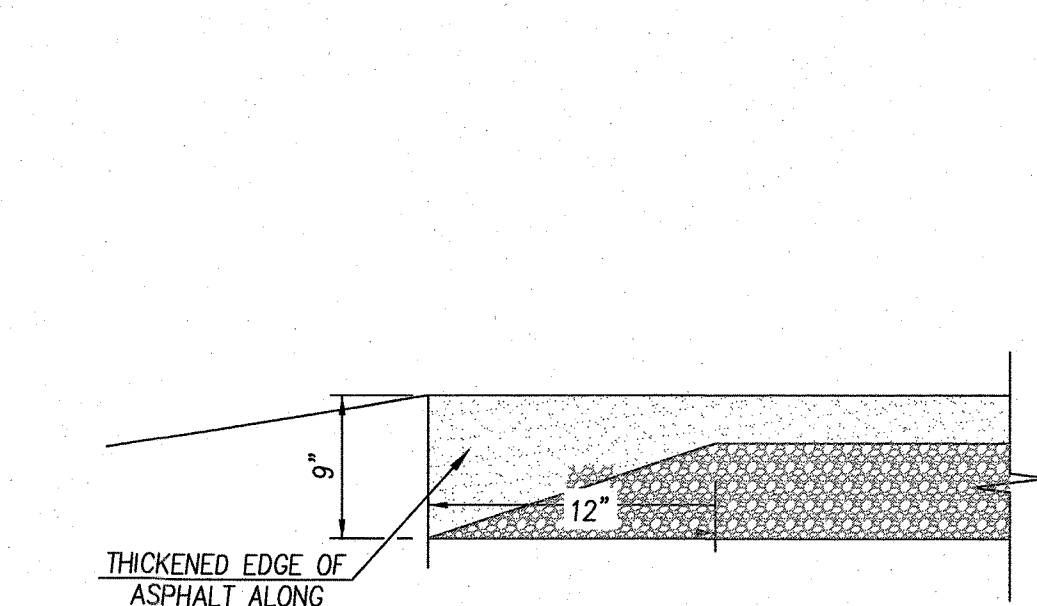
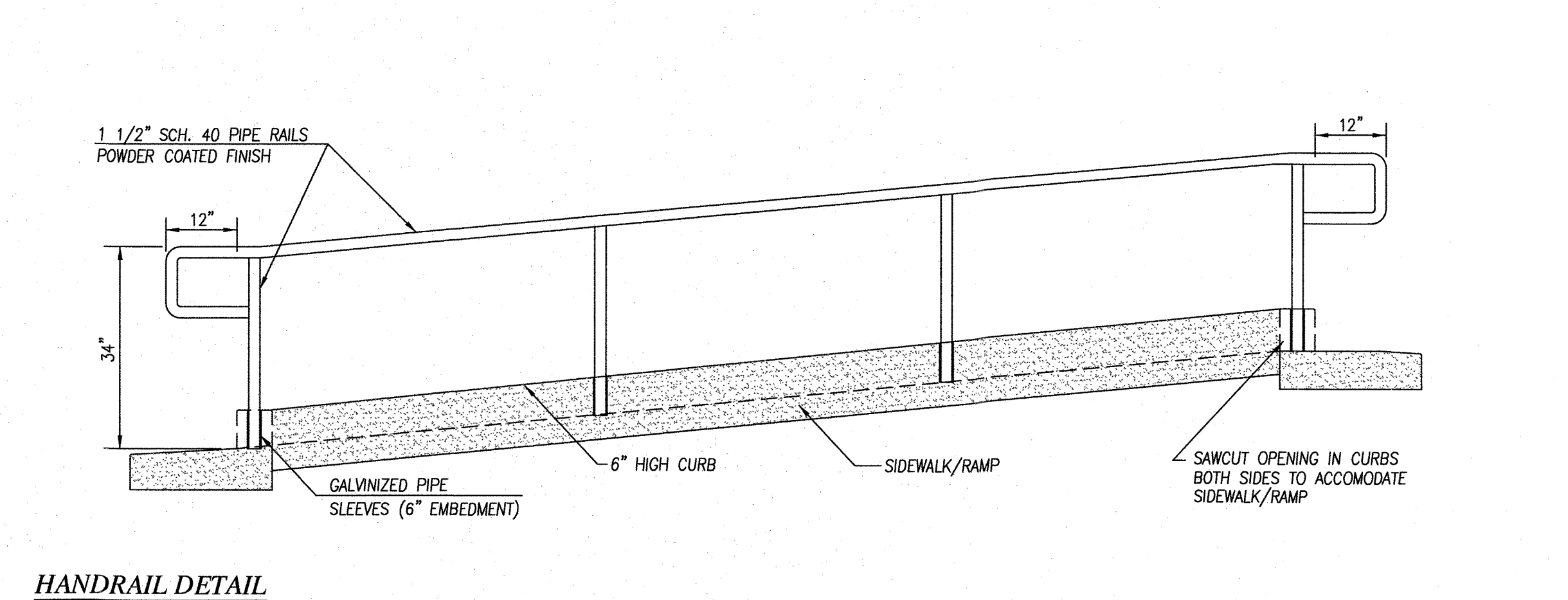
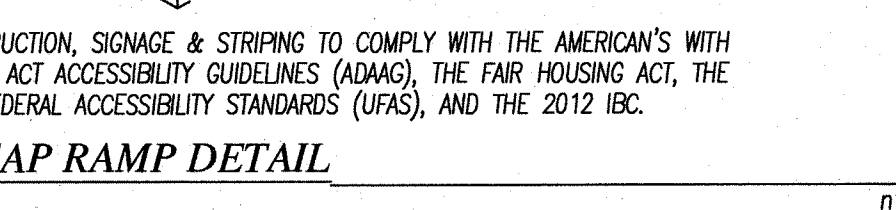
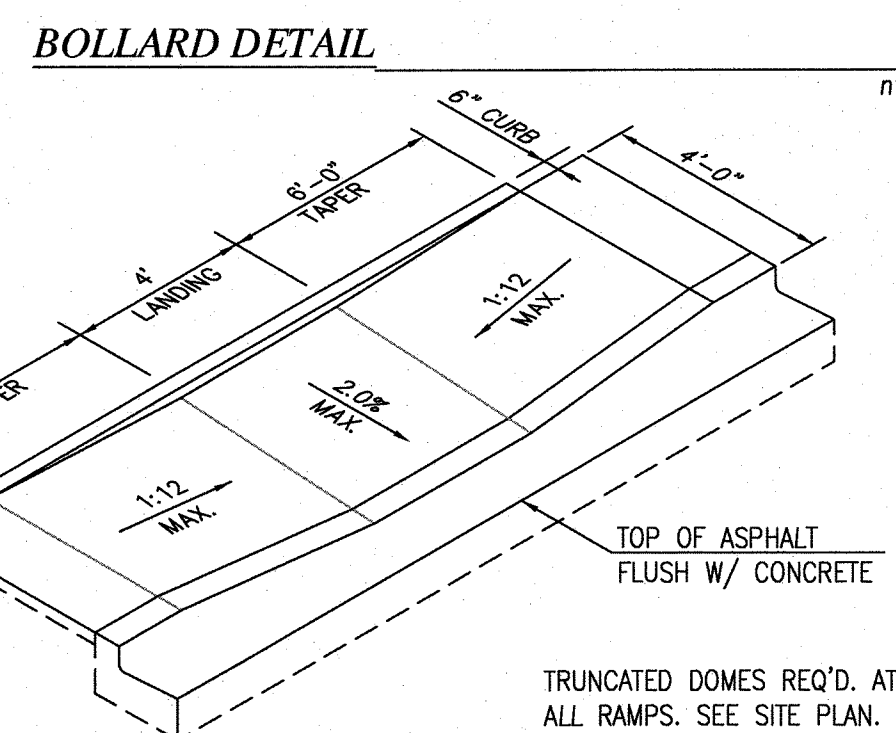
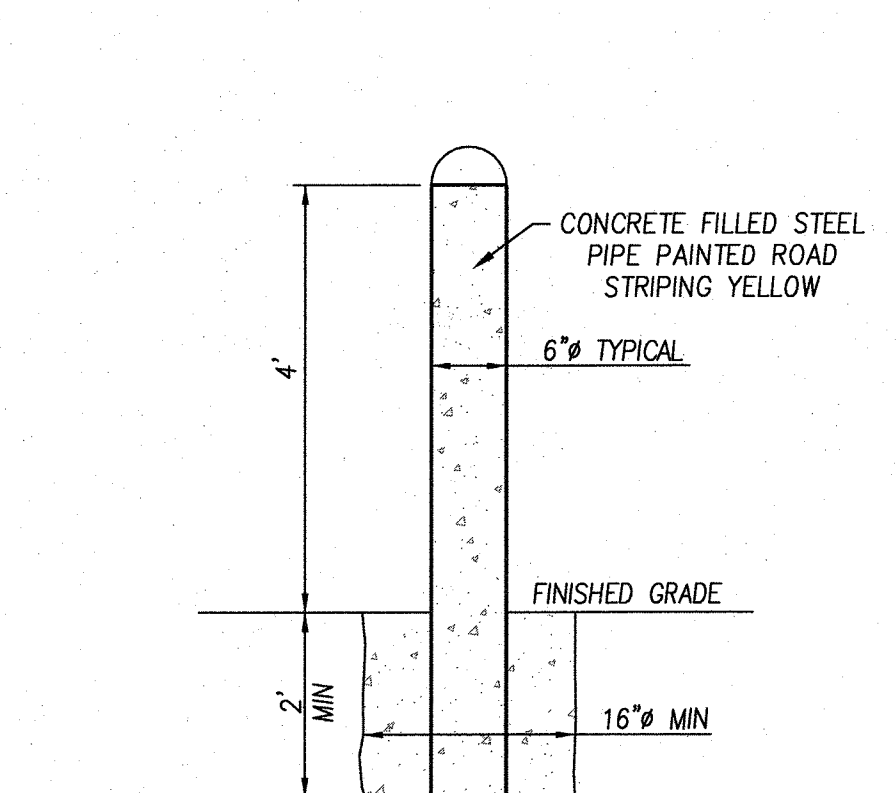
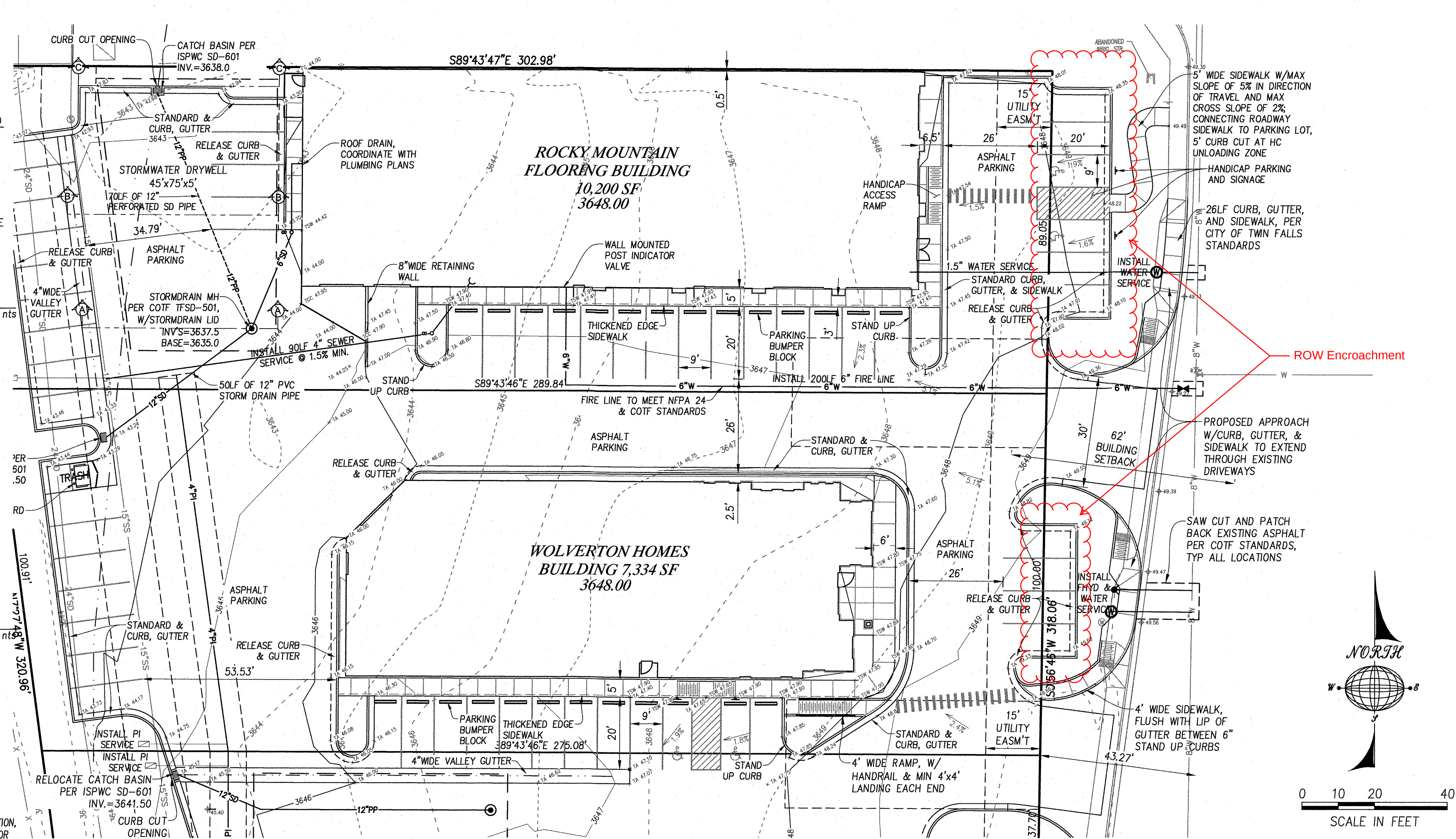
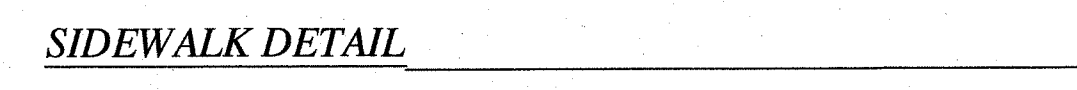
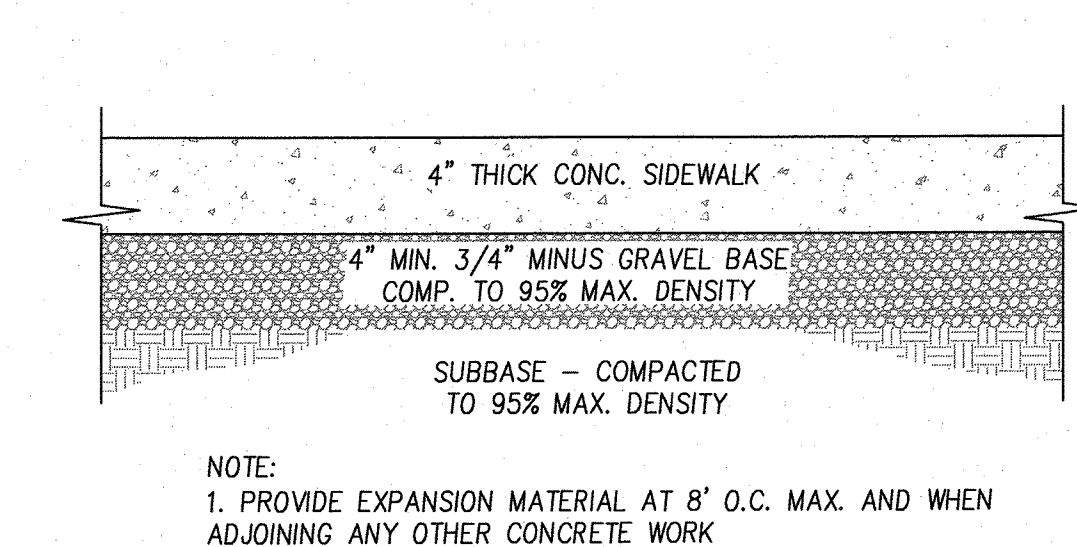
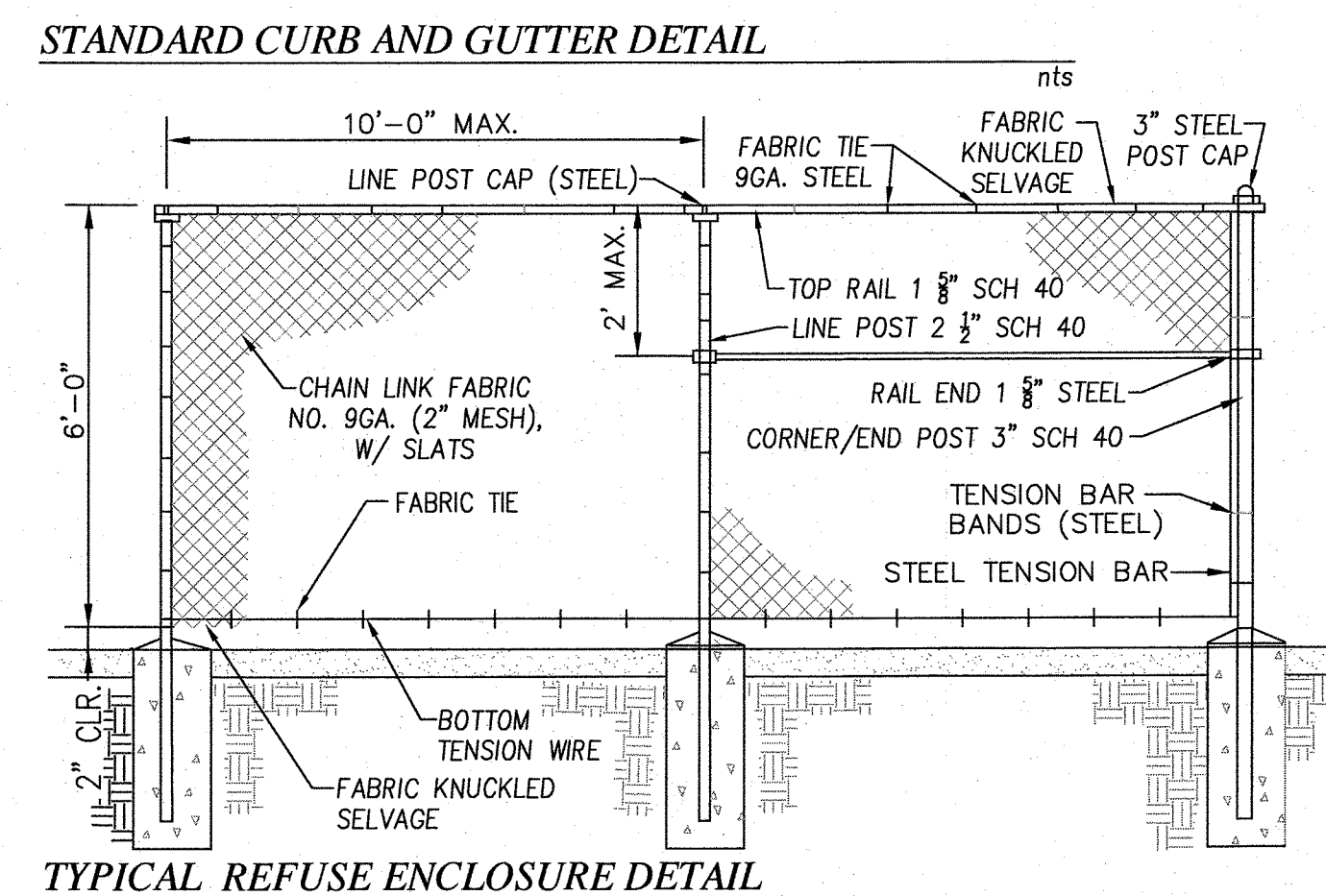
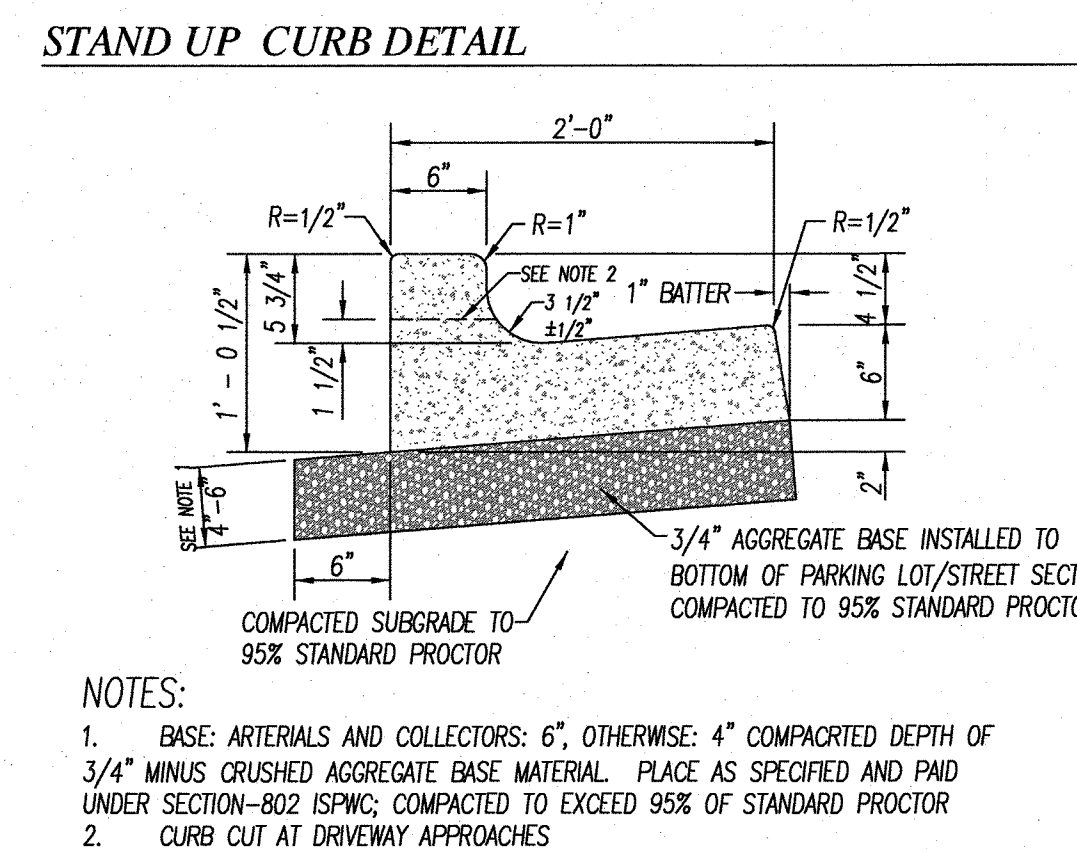
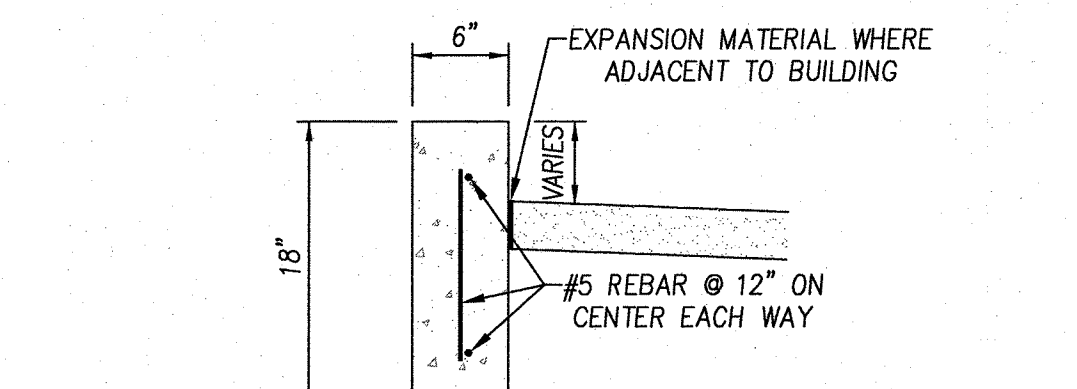
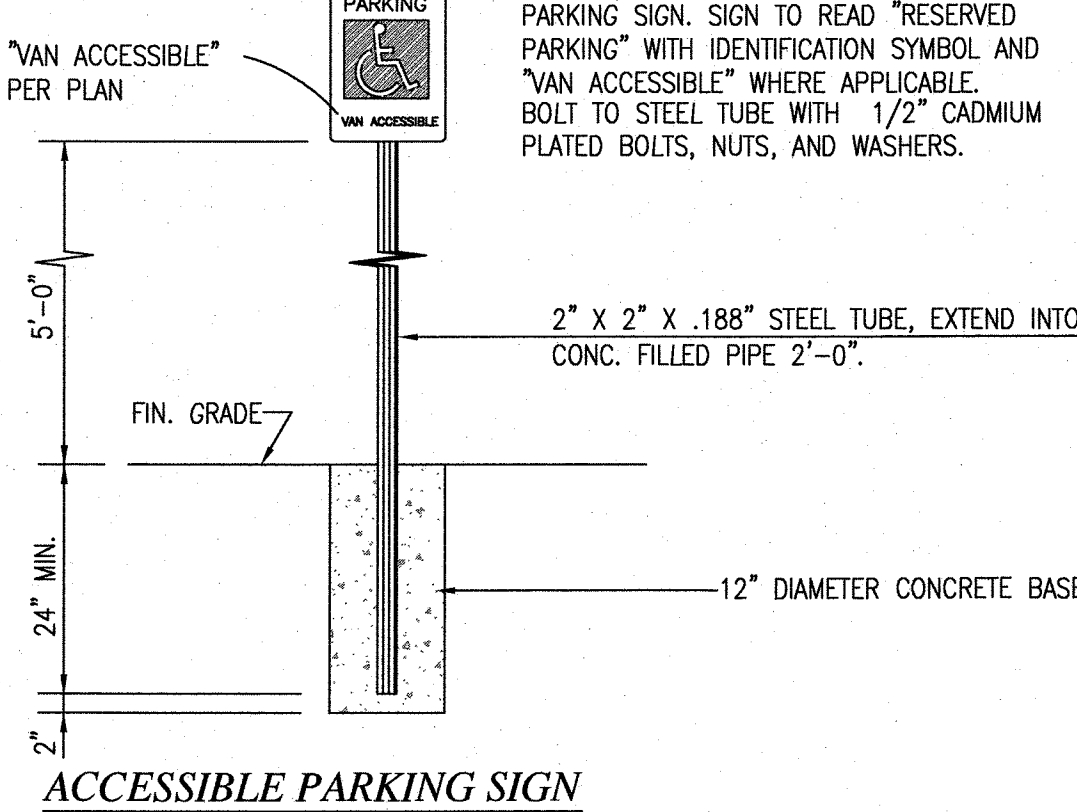
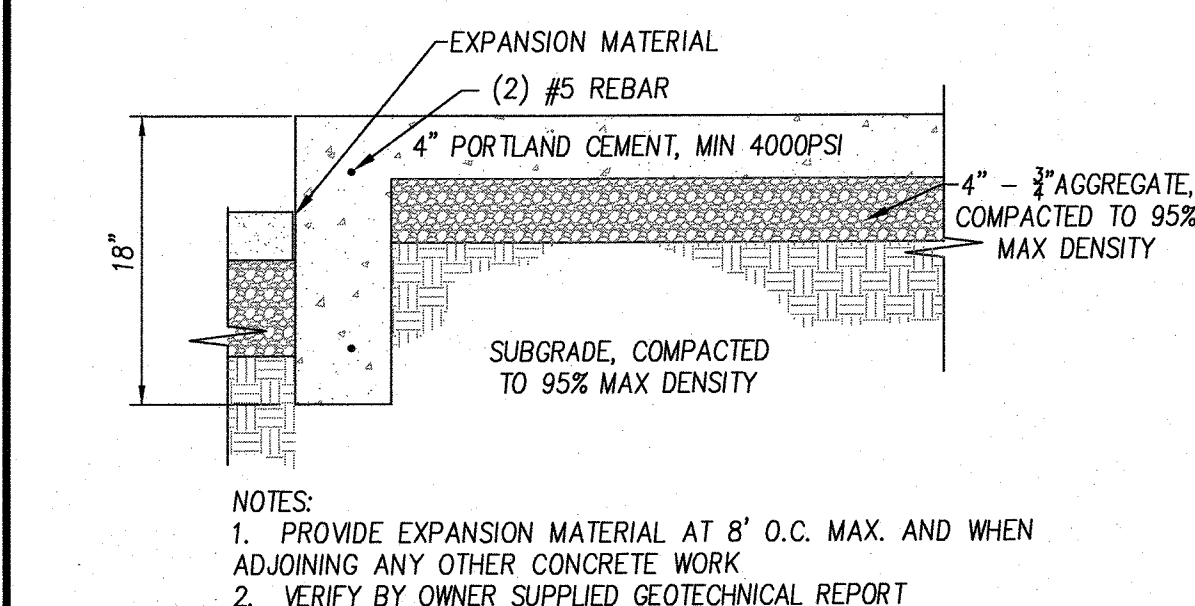
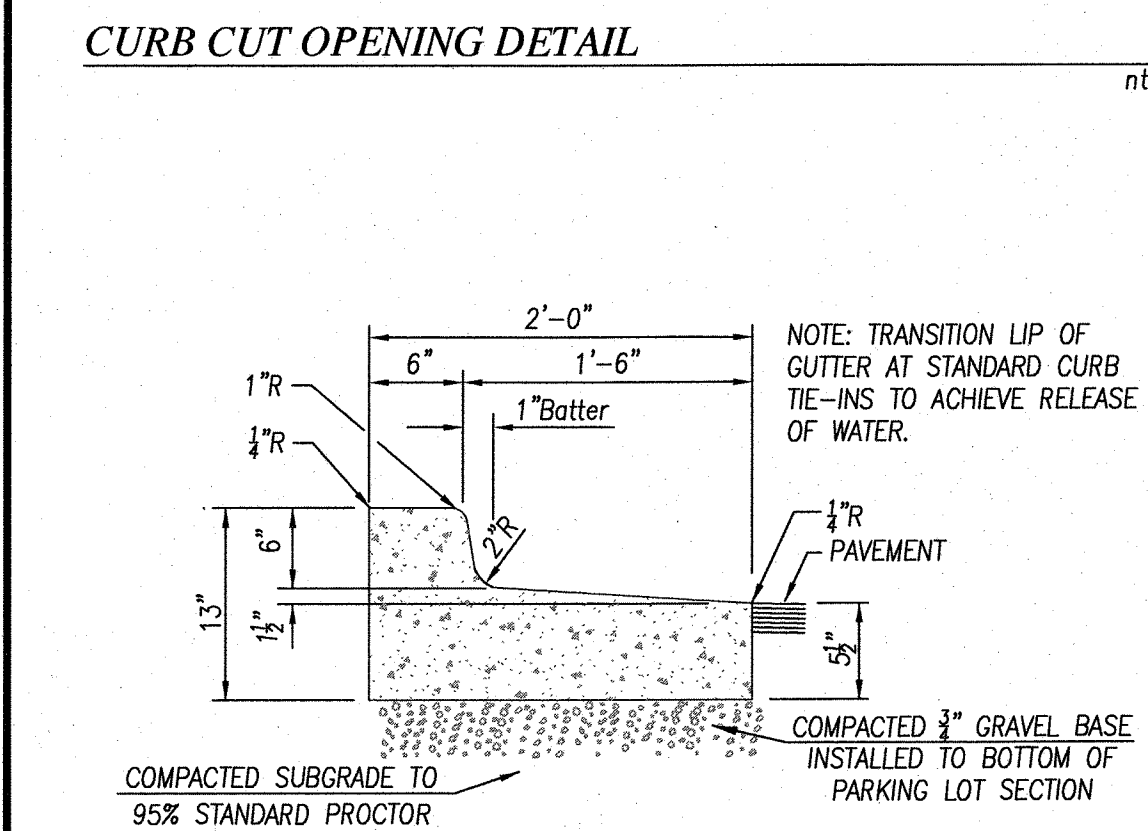
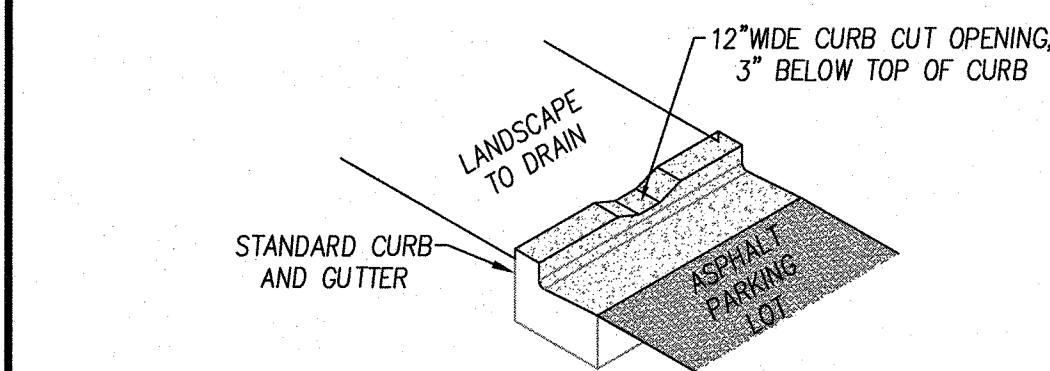
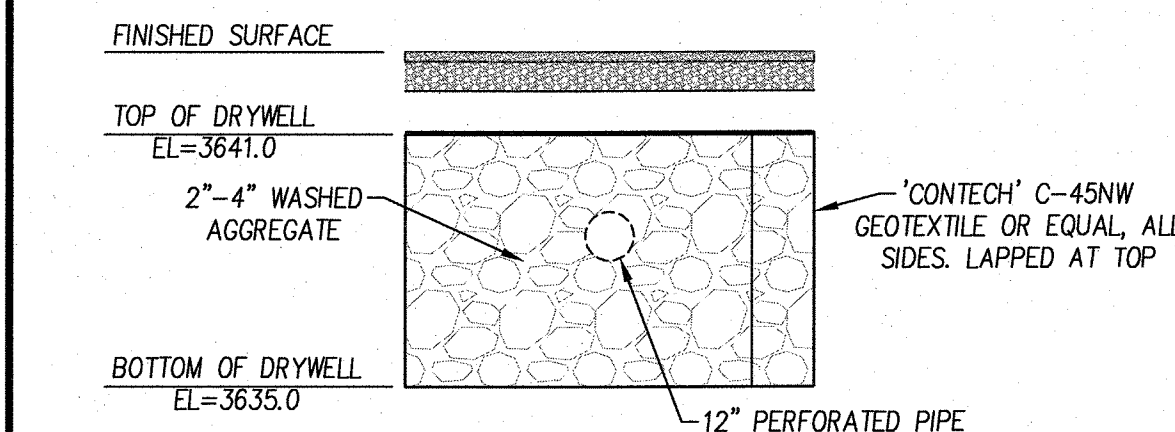
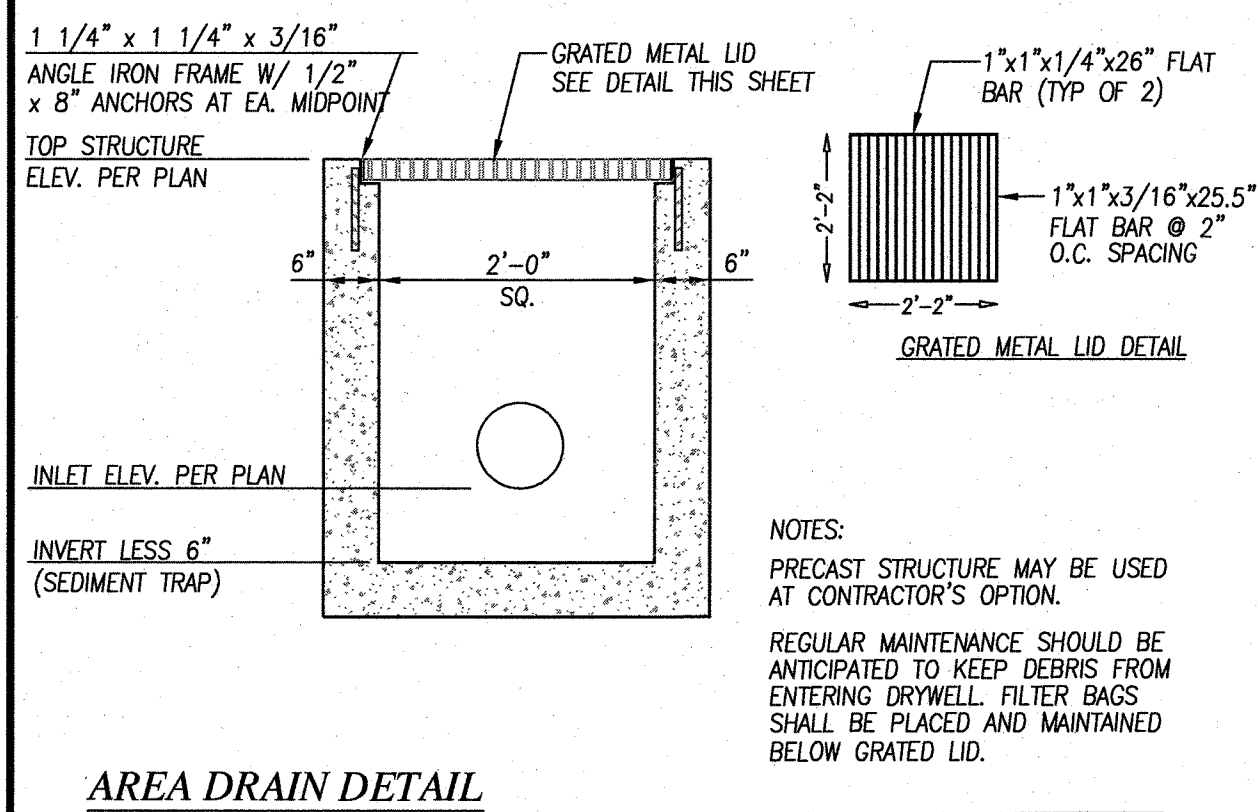
Thence, South 00°16'13" West 39.00 feet;

Thence, North 89°43'47" West 10.71 feet to on point on said East Boundary;

Thence, along said East Boundary, North 00°56'46" East 39.00 feet to said REAL POINT OF BEGINNING.

End of Description







Date: Monday, November 26, 2018
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to accept a Right-of-Way Encroachment Agreement with LC Investments Holdings, LLC at 1634 Locust Street North.

Time Estimate:

Consent Calendar

Background:

Compton B.R. Properties, LLC, located at 1629 Locust Street North is constructing a new building. In order to provide the required parking, they need to encroach into the City of Twin Falls Right-of-Way (ROW) along Locust Street North. The encroachment is located behind proposed side walk within City ROW. This agreement will allow Compton B.R. Properties, LLC, to park within a portion of City ROW, if at anytime the City needs to utilize the ROW, this agreement will allow the City to require Compton B.R. Properties, LLC, to vacate the area at no cost to the City of Twin Falls.

When this property was developed, the developer dedicate more ROW than was required. The excess donated ROW is the area being requested to park in.

Approval Process:

A majority vote of the Council is required to approve this request.

Budget Impact:

None

Regulatory Impact:

None

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends the Council approve the request as presented.

Attachments:

1. 1634 Locust Street North ROW Encroachment Agreement with Legal Description

2. 18-2818 1634 Locust St N REV #1 Plans - Copy 3

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

WHEREAS, Grantee owns certain real property at 1634 Locust St. N. and adjoining that public right-of-way; and,

WHEREAS, Grantee owns and operates a business with parking areas located within and encroaching in the public right-of-way; and,

WHEREAS, Grantee wishes to develop and build a new building and associated parking areas and will extend the parking which encroaches into the public right-of-way and,

WHEREAS, The City Engineer has reviewed the Grantee's request for an encroachment permit, and has determined that the proposed encroachment will not interfere with the widening/improvement of Locust St. N. for the foreseeable future; and

WHEREAS, The Grantor and Grantee have agreed that the encroachment may remain so long as the right-of-way is not needed for the development of public infrastructure within the public right-of-way.

NOW, THEREFORE, The CITY OF TWIN FALLS, IDAHO, an Idaho municipal corporation, P.O. Box 1907, Twin Falls, Idaho 83303, hereafter referred to as "Grantor", does hereby grant and convey unto Compton B.R. Properties, LLC, whose address is 1634 Locust St. N., Twin Falls, Idaho 83301, hereafter referred to as "Grantee", a temporary encroachment permit and easement to be located on the public right-of-way, in the County of Twin Falls, Idaho. Said easement is legally described in Exhibit A, attached hereto, and as depicted in Exhibit B, also attached hereto.

This encroachment permit and easement may be revoked and terminated at the sole discretion of the Grantor, upon the determination that the right-of-way subject to this encroachment easement is needed for the further development of the Grantor's public infrastructure. Upon termination of this permit and easement, Grantee shall remove the parking area and return the right-of-way free and clear of any obstructions or impediments, in condition to permit construction of public infrastructure.

This Easement 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.

GRANTOR

Shawn Barigar, Mayor
City of Twin Falls

GRANTEE

Brent Compton
Brent Compton, (Title) VP
Compton B.R. Properties, LLC

STATE OF IDAHO

) ss.

County of Twin Falls

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

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

NOTARY PUBLIC

Residing at: _____

Commission expires: _____

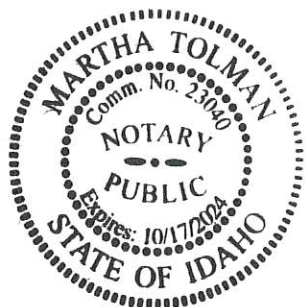
STATE OF IDAHO

) ss.

County of Twin Falls

On this 9th day of November, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Brent Compton, Vice President, of Compton B.R. Properties, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of Compton B.R. Properties, LLC.

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



Martha Tolman
NOTARY PUBLIC
Residing at: Twin Falls,
Commission expires: 10/17/24

Exhibit A
Legal Description
Locust Street North Right-of-Way Encroachment
Twin Falls, Idaho

Being a portion of Locust Street North lying in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 3, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

Commencing at the Northeast corner of Lot 1, Block 1 as shown on that certain map entitled "Locust Grove North Subdivision", recorded December 28, 2017 as Instrument No. 2017-021007 in the office of the County Recorder of Twin Falls County;

Thence, along the East Boundary of said Lot 1, Block 1, South 00°56'46" West 3.44 feet and being the REAL POINT OF BEGINNING;

Thence, leaving said East Boundary, South 89°03'14" East 17.54 feet;

Thence, South 00°16'13" West 65.86 feet;

Thence, North 89°43'47" West 18.32 feet to on point on said East Boundary;

Thence, along said East Boundary, North 00°56'46" East 66.07 feet to said REAL POINT OF BEGINNING.

End of Description



Located In
A Portion of
Locust Street North
In
NW ⁴ NW ⁴, Section 3
Township 10 South, Range 17 East
Boise Meridian
Twin Falls County, Idaho
2018

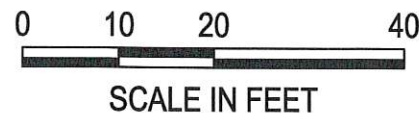
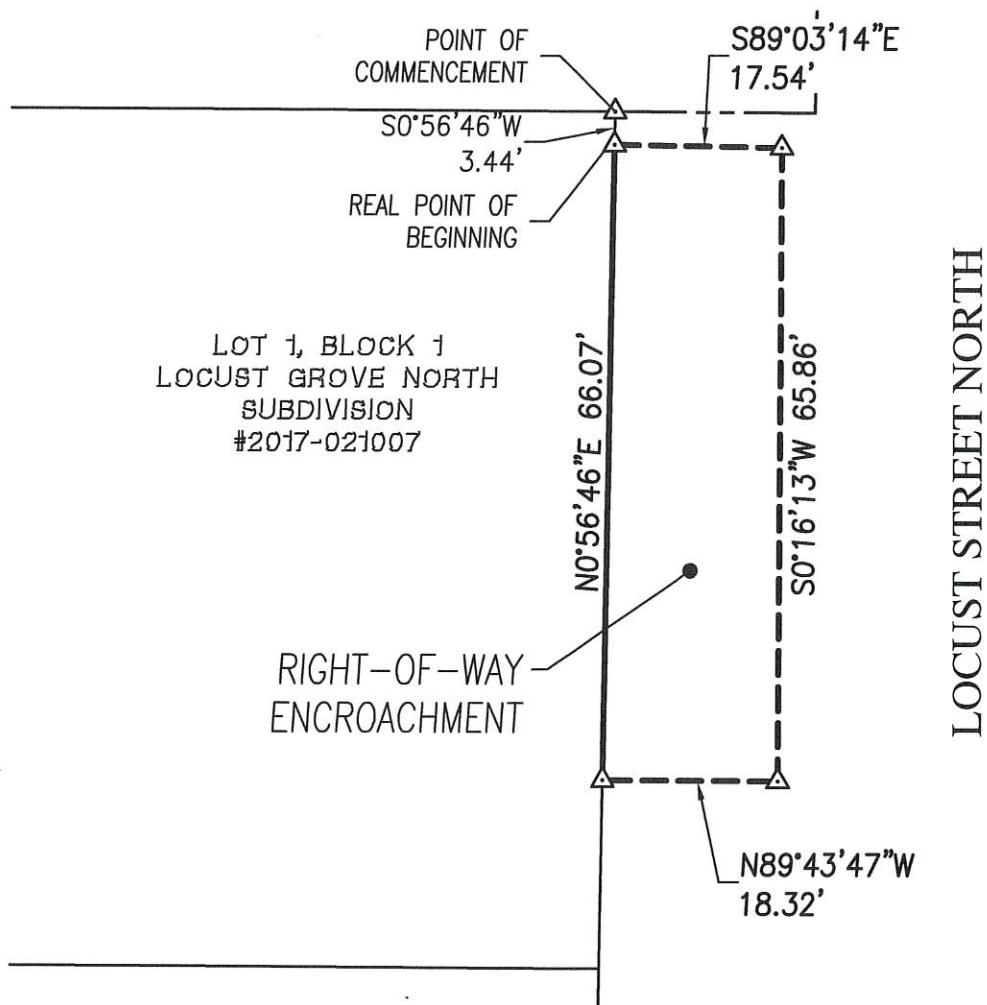


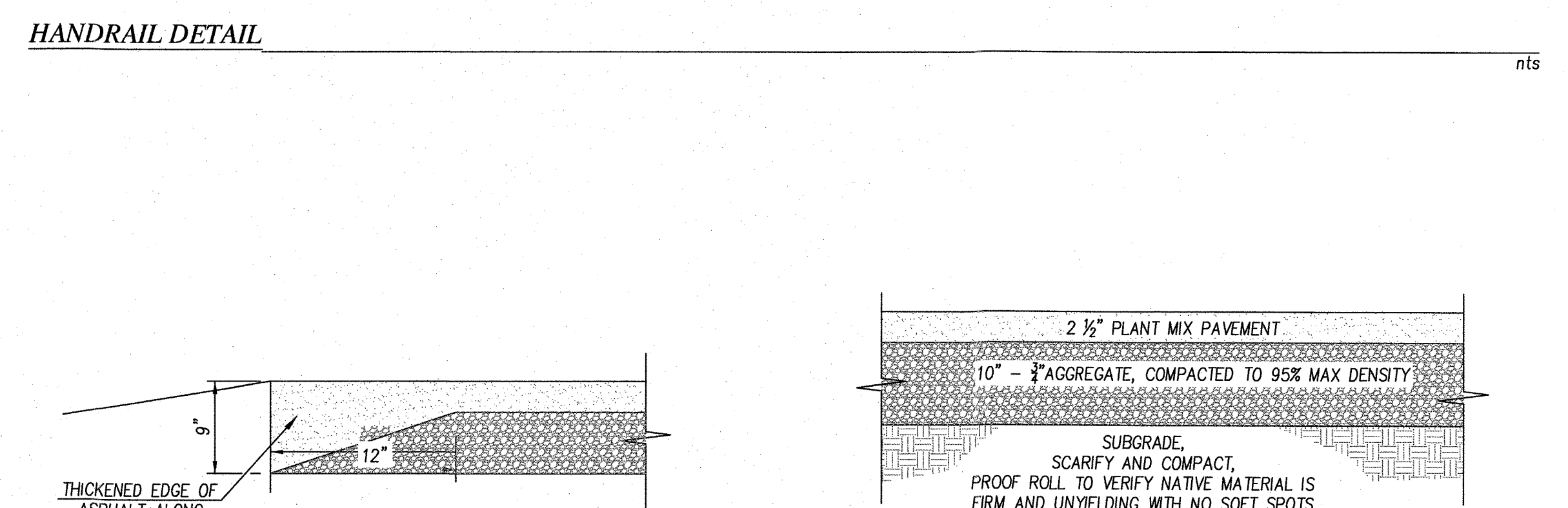
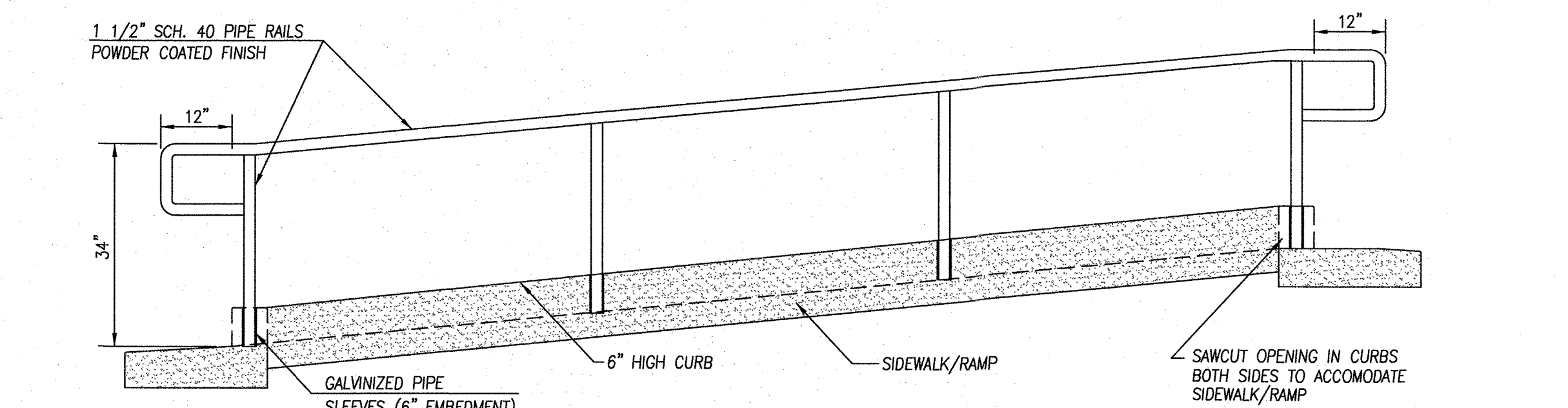
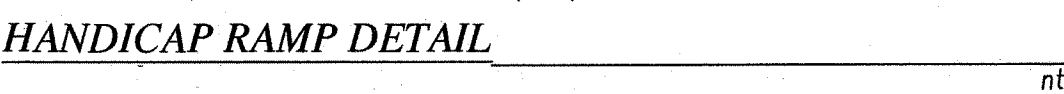
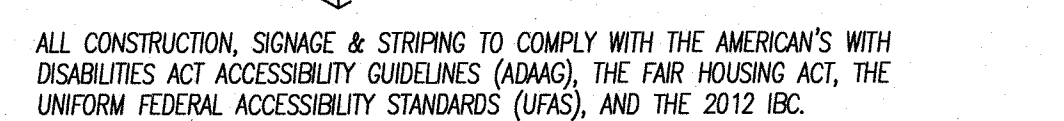
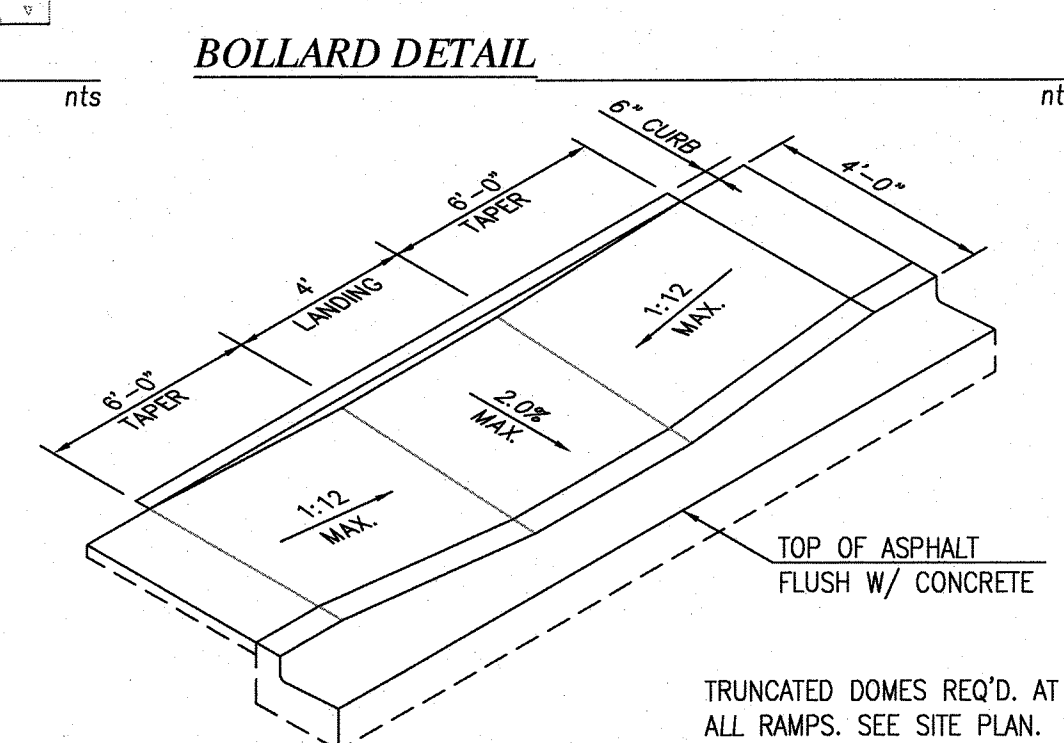
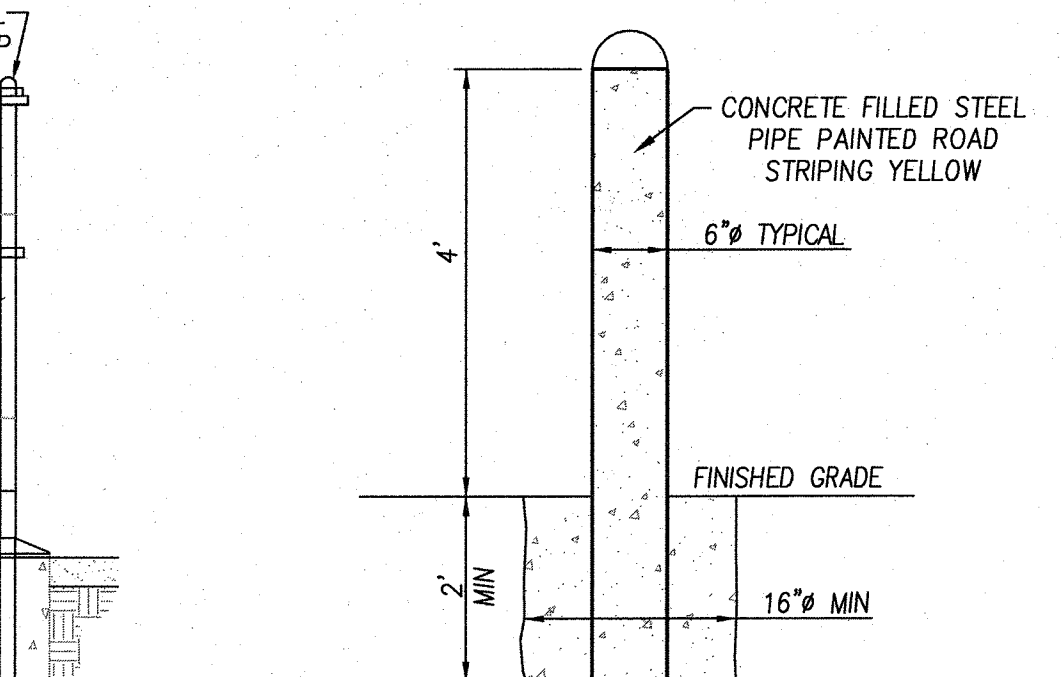
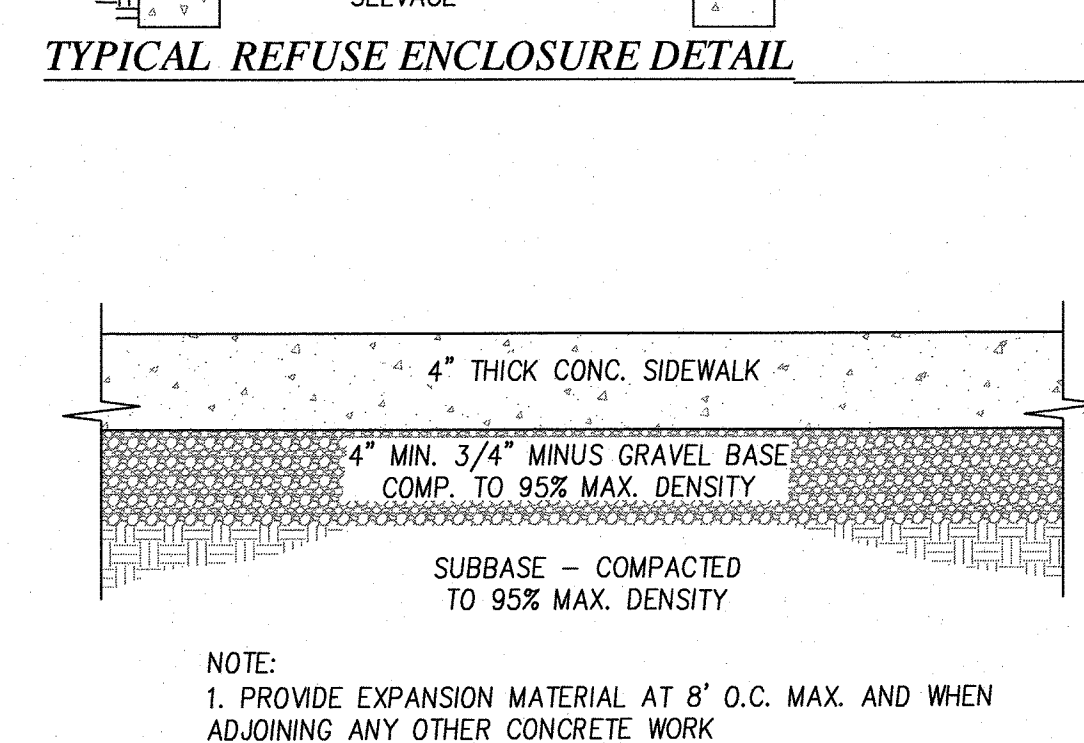
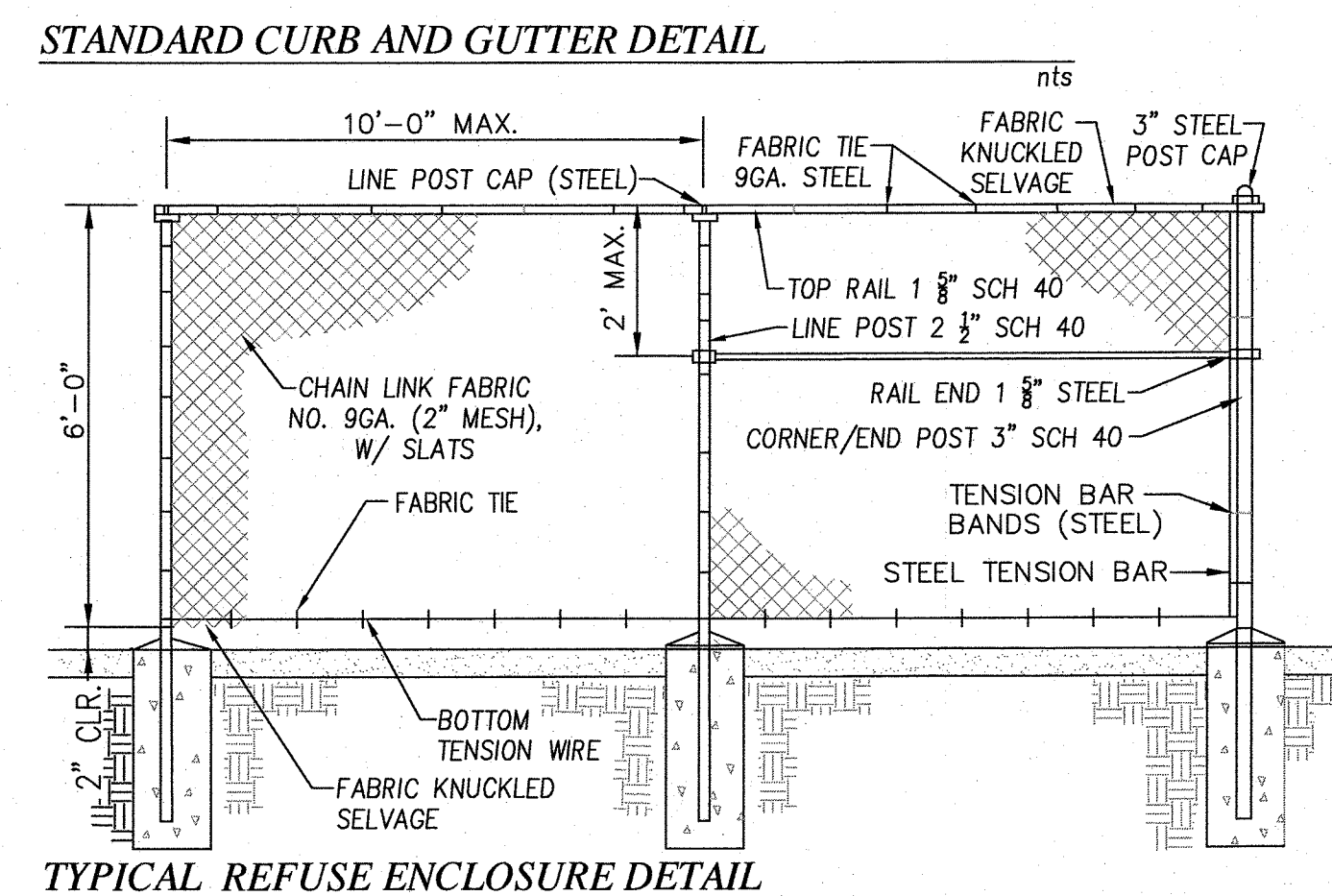
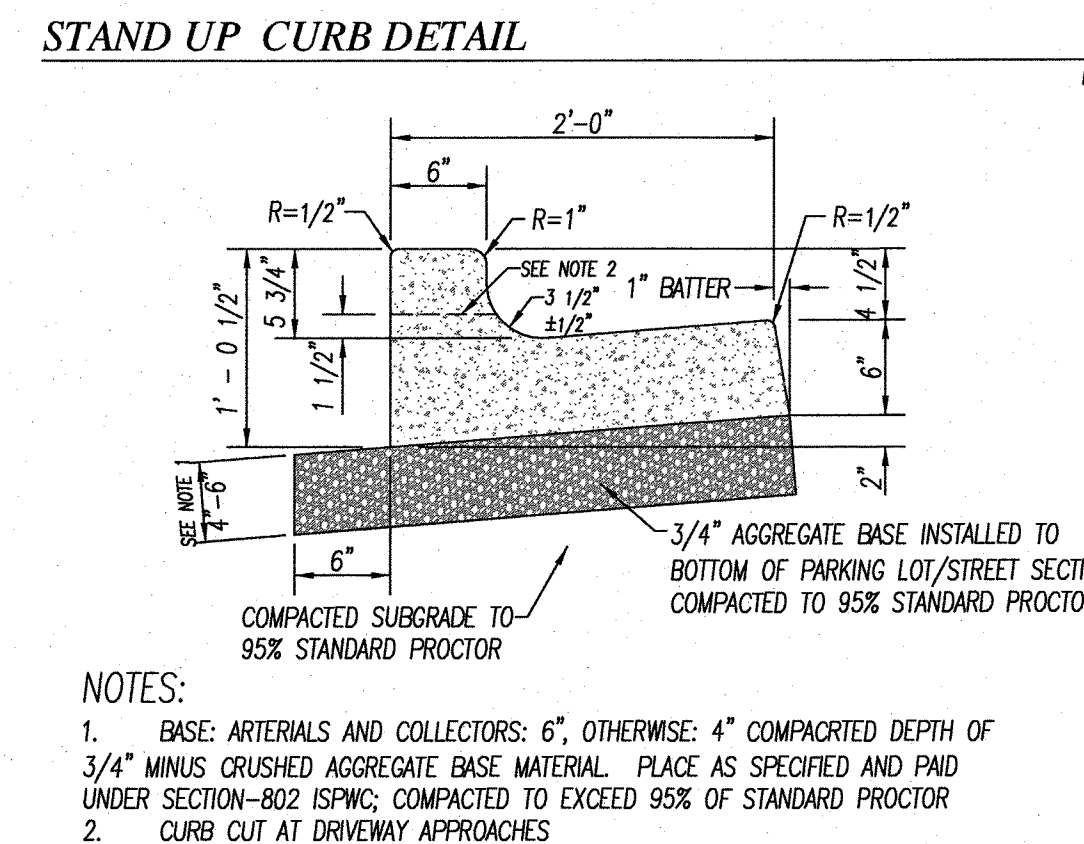
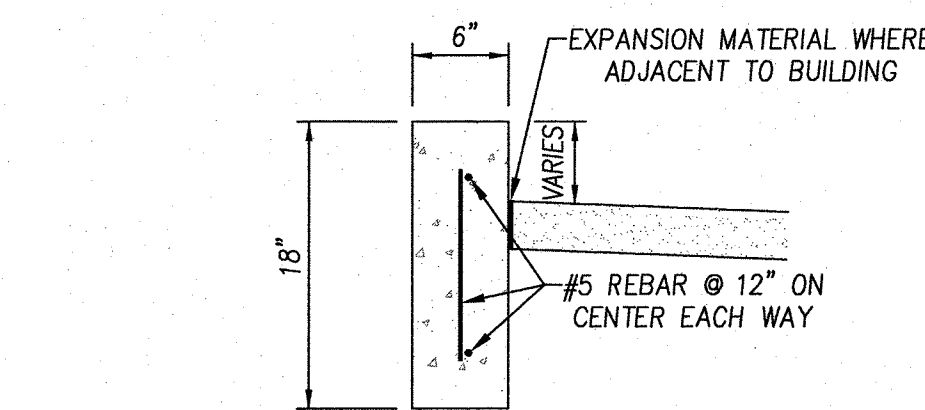
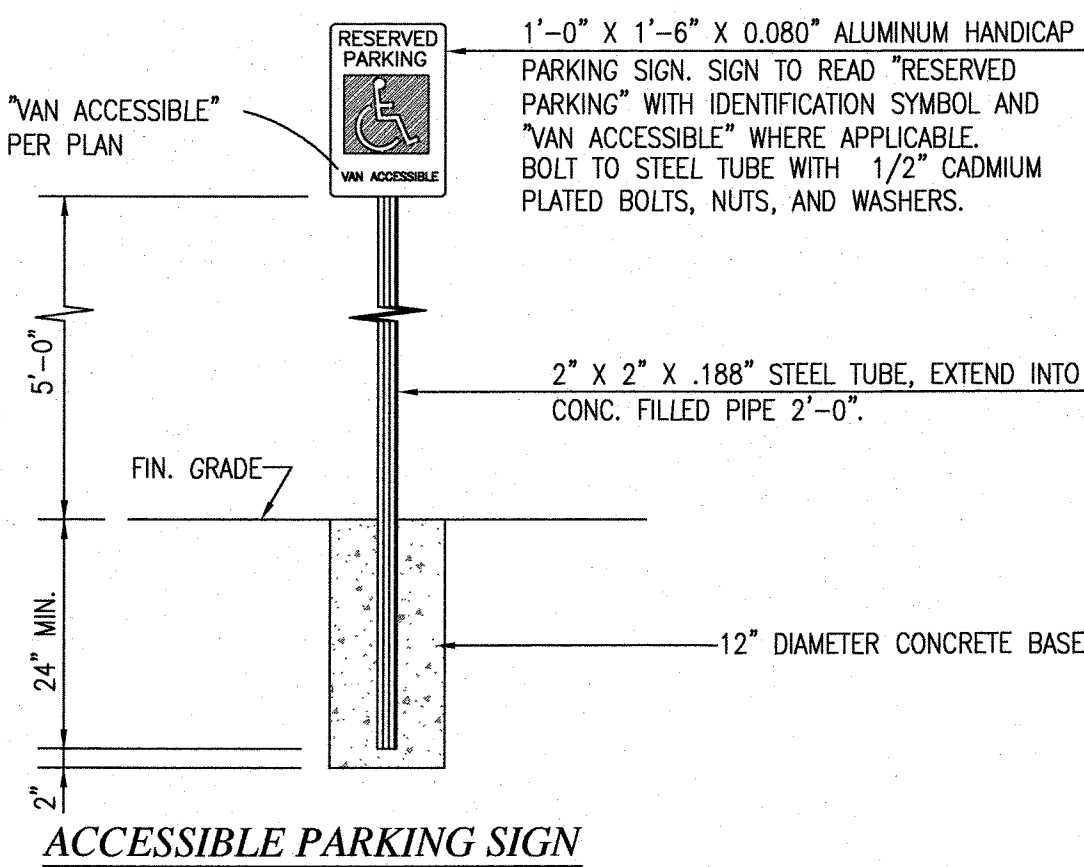
EXHIBIT
RIGHT-OF-WAY ENCROACHMENT
TWIN FALLS, IDAHO



EHM Engineers, Inc.
BUILDING THE FUTURE ON A FOUNDATION OF EXCELLENCE

Engineers / Surveyors / Planners
621 North College Road, Suite 100 Twin Falls, Idaho 83301
p (208)-734-4888 fax (208)-734-6049 web: ehmine.com

JOB NO.:	245-17
DESIGN	
DRAWN	CSH
DATE	NOV. 2018
SCALE	AS SHOWN
Sheet No.:	1



STATEMENT OF AGREEMENT
Idaho Unified Certification Program
Attachment to IUPC Agreement

The Unified Certification Program process developed and implemented by the Idaho Transportation Department for the State of Idaho has been reviewed by the agency listed below. We acknowledge the IUPC Agreement is made and entered into by and between the participating agency noted below and the Idaho Transportation Department.

We recognize this program as the authorizing process for certification, recertification and decertification of firms in the Disadvantaged Business Enterprise Program for the State of Idaho as required by 49 CFR §26.81.

BY: _____

DATE: _____

AGENCY: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

SIGNATURE: _____

RETURN STATEMENT OF AGREEMENT TO:

civilrights@itd.idaho.gov

Office of Civil Rights
Idaho Transportation Department
P.O. Box 7129
Boise, Idaho 83703-1129

**Agreement Establishing
The Idaho Unified Certification Program
For the Disadvantaged Business Enterprise Program
in the State of Idaho**

THIS AGREEMENT is made and entered into by and between the attached listed Recipients and the Idaho Transportation Department (ITD), each a recipient as that term is defined by 49 CFR §26.81 and in accordance with the ITD approved Disadvantaged Business Enterprise (DBE) Program.

WHEREAS, 49 CFR §26.81 requires federal transportation fund recipients of a state to create a Unified Certification Program (UCP) as part of each recipient's DBE program; and

WHEREAS, the parties require certification, renewal, and decertification of firms as a DBE; and

WHEREAS, all recipients of federal transportation funds in this state are covered by the requirements of 49 CFR §26.81, and are also required to participate in a Unified Certification Program; and

WHEREAS, the parties desire to join together for cooperative action pursuant to carrying out the requirements of 49 CFR §26 and to establish an Idaho Unified Certification Program (IUCP); and

WHEREAS, the governing board of each party has by resolution authorized the entering into of the Agreement and the establishment of the IUCP; and

WHEREAS, by that agreement each current recipient and/or future recipients identified by the ITD are bound by the requirements of the IUCP and agree to abide by the requirements of the IUCP which is a continuation of the ITD current and previous process.

NOW, THEREFORE, in consideration of the mutual promises and benefits that each party shall derive therefrom, the parties agree as follows:

ARTICLE I: PURPOSES

The parties have entered into this Agreement for the purposes of creating an Idaho Unified Certification Program (IUCP) to be administered by the Idaho Transportation Department Office of Civil Rights (OCR). The ITD OCR will oversee the process for designation of a Certification Committee as stated in the approved ITD DBE Program under section III DBE Certification Process, A. Certification Committee. This Certification Committee will perform DBE certification, renewal, and decertification for Idaho recipients.

ARTICLE II: SERVICES

Section 2.1. Idaho Unified Certification Program

The IUCP is hereby created and implemented in accordance with 49 CFR §26.81, as amended.

- a. The IUCP will follow all certification, renewal, and decertification procedures in accordance with the certification standards of CFR 49, Subpart D of §26, the certification procedures of Subpart E of §26 and Subpart C of §23 as applied by the ITD in its DBE Program. This is addressed in the DBE Program Plan in Subpart E – DBE Certification Procedures. The Application Procedure for Certification as follows:
 - i. Applications are conducted online at: <https://itd.dbesystem.com>
 - ii. The ITD DBE Program Coordinator reviews the application and documentation to verify that the information is complete and then requests that the appropriate district Safety Compliance Officer (SCO) perform an on-site review.
 - iii. The Certification Committee will meet every thirty (30) days or sooner if necessary. The Certification Committee will make eligibility decisions within 90 days of receipt of all required information.
 - iv. Out of state firms applying for certification must be certified within their home state to qualify for the Idaho program. On-site-reviews from the out-of-state applicant will be accepted from the home state certification entity. See Subpart E.4, "Interstate Certification", in the DBE Program Plan.
 - v. A firm that believes that they have been wrongly denied certification may appeal in writing to the United States Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Program Division, 1200 New Jersey Avenue SE, Washington, D.C. 20590. Appeals must be submitted within ninety (90) days after certification has been denied.
 - vi. A firm that receives a Notice of Intent to Decertify may request an informal hearing by the selected Hearing Officer. Requests for an oral hearing must be submitted within 10 days of the notification and will be conducted within 30 days of receipt of the request. A hearing request for written arguments must be submitted within 30 days and then the selected Hearing Officer will make a decision within 30 days from receipt of the request. Any request for a hearing must be directed to Office of Civil Rights Manager (OCRM) at the Idaho Transportation Department, 3311 West State Street, Boise, Idaho 83703-1129.
 - vii. The Idaho electronic DBE Directory located on the ITD website will be updated with additions, deletions, and other changes as they occur. In addition to this update, upon request interested members of the IUCP will be notified of changes as they occur.
- b. The IUCP will cooperate fully with oversight, review and monitoring activities of the United States Department of Transportation (USDOT) and its operating administrations.

- c. The IUCP will implement USDOT directives and guidance concerning certification, renewal, and decertification procedures in accordance with the certification standards of CFR 49, Subpart D of §26, the certification procedures of Subpart E of §26 and Subpart C of §23 as applied by the approved ITD DBE Program Plan.
- d. Each recipient party to this Agreement shall ensure that the IUCP has sufficient resources and expertise to carry out the requirements of 49 CFR §26 and §23. The ITD Office of Civil Rights is currently receiving appropriate resources to provide the needed actions to meet the requirements of 49 CFR §26 in the establishment and implementation of the IUCP.
- e. The IUCP will be fully implemented within 120 days of the Secretary's approval of the IUCP on the following schedule:
 - i. Within 90 days of the Secretary's approval of the IUCP, each party to this agreement will begin to utilize the unified procedures set forth in the IUCP Agreement.
 - ii. Within 120 days after the Secretary's approval of the IUCP, the Committee will begin to meet on a regular basis as required to certify DBE applicants.
 - iii. Within 60 days after the Secretary's approval the IUCP will post the unified DBE Directory on its website.

Section 2.2. Idaho Unified Certification Committee

The ITD/OCRM is identified as the administrator of the IUCP and responsible for the process for designation of the Certification Committee (Committee) which is established to administer the IUCP certifications as required by the approved ITD DBE Program Plan and CFR 49 §26, Subpart D and Subpart E and §23, Subpart C.

Section 2.3. DBE Directory

An online DBE Directory will be maintained by the ITD/OCR at <https://itd.dbesystem.com>.

Section 2.4. Classification of Business and Financial Information

Each recipient under this Agreement shall safeguard from disclosure to unauthorized person information that may reasonably be considered confidential business information consistent with Federal, State and local law.

ARTICLE III: TERM AND SCOPE OF AGREEMENT

Section 3.1. Term

This agreement shall be effective immediately upon its execution by all the parties hereto and the approval of the IUCP by the Secretary of the USDOT. This Agreement

and the IUCP shall continue in force as long as required by federal laws and regulations, unless terminated pursuant to Section 3.2. of the Agreement.

Section 3.2. Early Termination

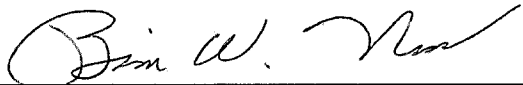
Any party to this Agreement may terminate its relationship to the IUCP upon a showing of non-recipient status, provided approval is given by USDOT for such termination.

Section 3.3. Limited Agreement

This Agreement is limited in scope and nothing contained in this Agreement shall imply any relationship between any of the signing parties beyond the creation and implementation of the IUCP.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below and attached:

IDAHO TRANSPORTATION DEPARTMENT

BY: 
BRIAN W. NESS, Director

DATE: 10/12/2017



Date: Monday, November 26, 2018
To: Honorable Mayor and City Council
From: Sean Standley, Code Enforcement Coordinator

ACTION ITEM

Request:

ACTION ITEM: Request to add subsection (C) to Twin Falls City Code 6-2-4: CRUELTY TO ANIMALS.

Time Estimate:

The request and presentation will take approximately 3 minutes, additional time may be needed for questions and answers.

Background:

In recent months we have seen an influx of citizens using traps designed to injure or kill animals. These types of traps are easily obtained in several locations throughout the City of Twin Falls and on the internet. Animal Control has had several calls regarding cats caught in leg traps and most recently a cat was caught in a Bridger Body Gripper Trap that is designed to kill an animal, unfortunately the trap did not do its job and the cat suffered immensely while Animal Control and the Animal Shelter attempted to save it with no luck. These types of traps are a threat to public safety as they are designed to injure or kill anything that comes across them.

Approval Process:

Should the council desire to adopt the ordinance, a special motion to waive the rule and place the ordinance on third and final reading by title only, will need to be approved. Following the reading of the title, the ordinance can be approved by a simple majority vote of the council.

Budget Impact:

None

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

City Staff recommends an addition of subsection (C) to City Code 6-2-4 prohibiting any person to set a Leg- Hold Trap, Conibear or Body Trap, or Snare Trap designed to injure or kill an animal. This subsection shall not apply to those authorized by the Idaho Department of Fish and Game, pursuant to Idaho Code, Title 36, Chapter 11, to set such a trap. Any person convicted of violating the provisions of this subsection

shall pay an infraction penalty of one hundred dollars (\$100.00).”

Attachments:

1. CC 6-2-4 with subsection (C)
2. Trap Prohibition - 6-2-4(C)

6-2-4: CRUELTY TO ANIMALS:

(A) Cruelty To Animals: No person shall torture or cruelly beat or otherwise ill treat any animal. (1958 Code § 10-1-5)

(B) Careless Driving Of Animals: No person shall recklessly or carelessly drive or ride any horse or animal on any street, alley or other public place. (1958 Code § 10-1-10)

(C) Prohibited Traps: It shall be unlawful for any person to set a Leg- Hold Trap, Conibear or Body Trap, or Snare Trap designed to injure or kill an animal. This subsection shall not apply to those authorized by the Idaho Department of Fish and Game, pursuant to Idaho Code, Title 36, Chapter 11, to set such a trap. Any person convicted of violating the provisions of this subsection shall pay an infraction penalty of one hundred dollars (\$100.00)."

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING TWIN FALLS CITY CODE 6-2-4 BY ADDING A NEW SUBSECTION (C) MAKING IT AN INFRACTION TO SET CERTAIN ANIMAL TRAPS.

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

Section 1: That Twin Falls City Code 6-2-4 is amended as follows:

“6-2-4: CRUELTY TO ANIMALS: ...

(C) Prohibited Traps: It shall be unlawful for any person to set a Leg- Hold Trap, Conibear or Body Trap, or Snare Trap designed to injure or kill an animal. This subsection shall not apply to those authorized by the Idaho Department of Fish and Game, pursuant to Idaho Code, Title 36, Chapter 11, to set such a trap. Any person convicted of violating the provisions of this subsection shall pay an infraction penalty of one hundred dollars (\$100.00).”

PASSED BY THE CITY COUNCIL _____, 2018

SIGNED BY THE MAYOR _____, 2018

Mayor

ATTEST:

Deputy City Clerk

PUBLISH: Thursday, _____, 2018



Date: Monday, November 26, 2018
To: Honorable Mayor and City Council
From: Steve O'Connor, City Planner

ACTION ITEM

Request:

ACTION ITEM: Request to waive the Non-Conforming Building Expansion Permit Process for a residential home located at 160 9th Ave N. (App. PZ18-0094).

Time Estimate:

Staff's presentation may take up to 5 minutes.

Background:

On November 7th, 2018 city staff accepted an application for Waiver of Nonconforming Building Expansion submitted for Glenna McCoy. The proposed plans associated with the application show an

Approval Process:

Process for approval shall follow City Code 10-3-4.

Budget Impact:

N/A

Regulatory Impact:

If the Council approves the waiver, the applicant would proceed with applying for a building permit which is in conformance to the plan approved by the Council.

History:

N/A

Analysis:

N/A

Conclusion:

The Council is tasked with making a decision on this request. The Council may Approve the request as presented, Conditionally Approve the request, Deny the request, or Table the request in order to seek more information.

Attachments:

1. 1 - Narrative
2. 2 - Setback Exhibit
3. 3 - Site Plan

Twin Falls City Council:

A. The reason for the expansion is to move the Washer and Dryer, From the down stairs Basement,

and then to make the Basement into a Bedroom and Bathroom.

B. The House is already, to close to the city Easement.

C. This Addition should have little to no effect on Adjoining Properties, Except Increased Property Values.

D. If this House was not a corner lot.

We would not be here now, Conforming or if we were expanding on the East side of the house, we would not be non conforming, also this expansion is only 12 inches Further out than an Existing part of the house, and it is well inside the fence line.



0 Feet 20

204 9TH AVEN

159 10TH AVEN

Current Building Line

Proposed Addition:
+1' encroachment

Existing Roof line

Gooding St. N

160 9TH AVEN

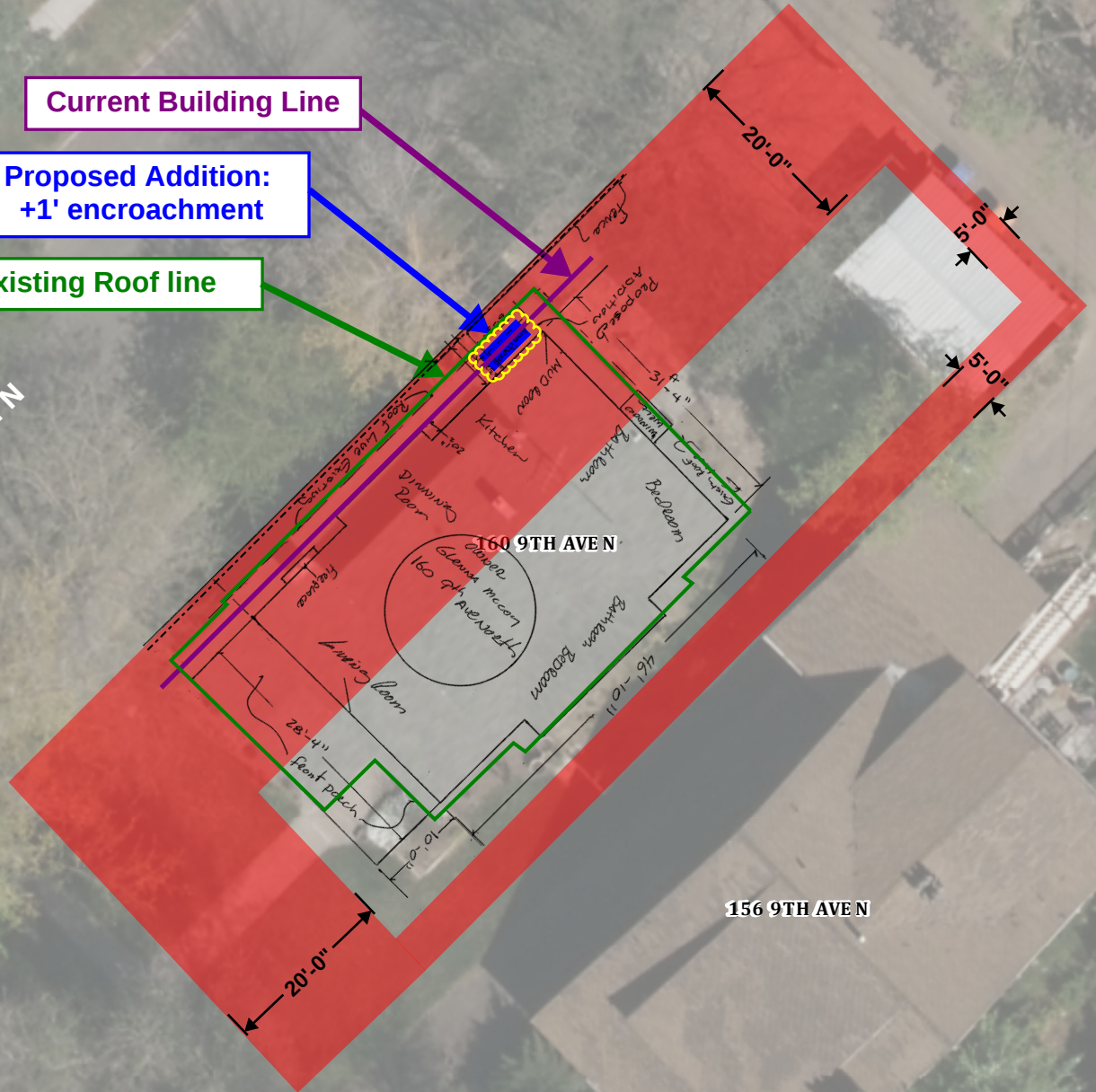
156 9TH AVEN N

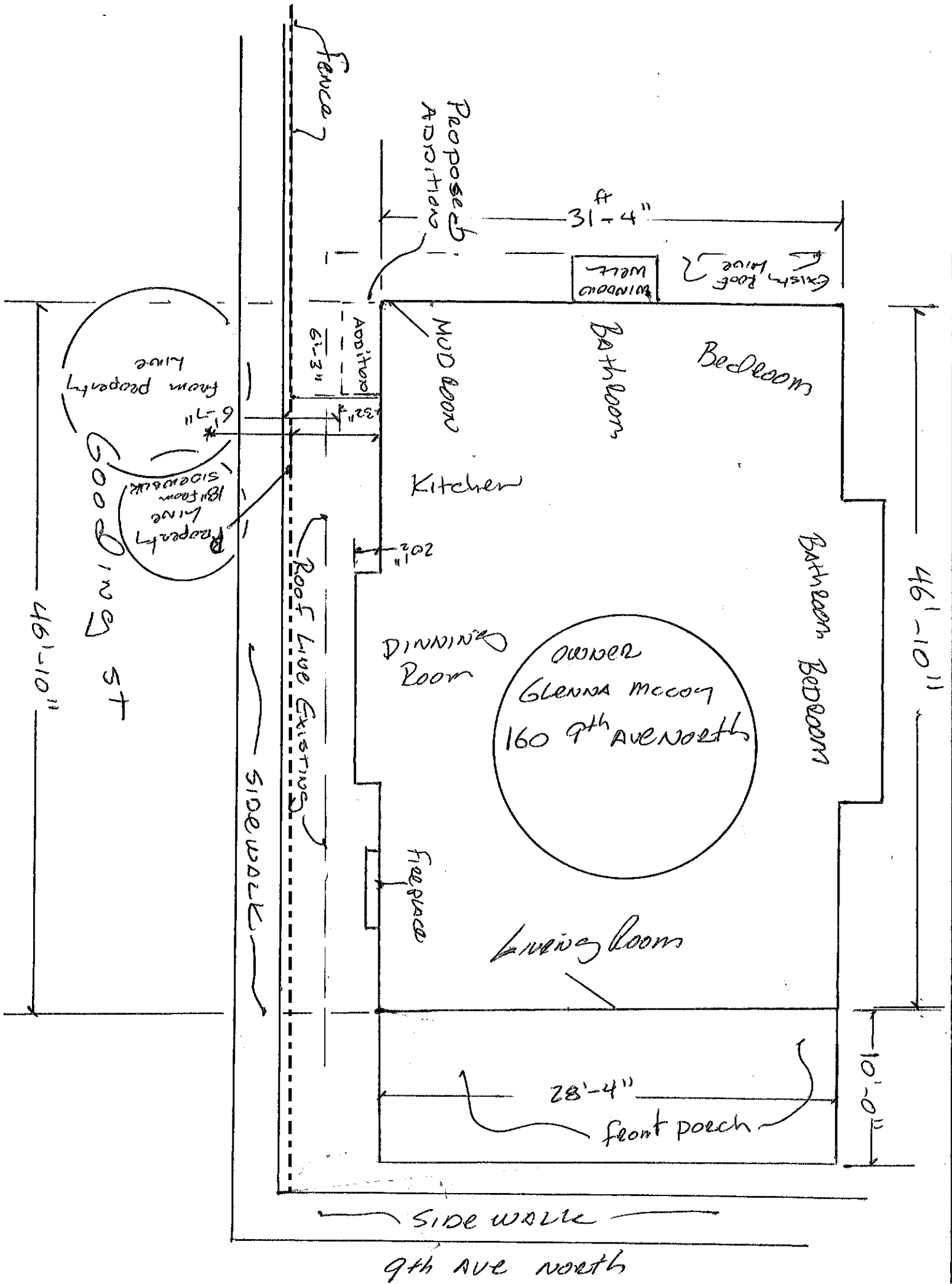
9th Ave N

140 9TH AVEN N

AERIAL PHOTO APRIL 2016
REFERENCE ONLY

Building Setbacks







Date: Monday, November 26, 2018
To: Honorable Mayor and City Council
From: William Carberry, Airport Manager

ACTION ITEM

Request:

ACTION ITEM: Request to accept an Airport Grant Offer from ITD, Division of Aeronautics, in the amount of \$15,000, and to utilize the funding for an airfield offset tractor mower.

Time Estimate:

Approx. 5 minutes

Background:

As a means to assist with some of the cost of airport capital improvements, the ITD Division of Aeronautics has offered the attached \$15,000 grant offer. The grant is offered by ITD in support of the airport's local FAA grant match toward 2018 projects. The grant is unanticipated revenue and I would like to utilize the funding to help the airport purchase a new offset tractor mower attachment. This mower is especially useful for mowing fence lines, ditches, and other uneven ground.

Approval Process:

A majority of the Council is required to approve the request. The City Council is required to ratify the Grant Agreement and the City Resolution. This can be done as individual motions by the Council.

Budget Impact:

The airport will base its grant eligibility by providing the state with documentation that the City/County has matched at least \$33,300.56 toward 2018 FAA projects. There is no additional match required. Although the City of Twin Falls is listed as the sponsor, both the City and County are the beneficiaries of the grant award.

The cost of the mowing implement is Approximately \$14,500.

Regulatory Impact:

The Grant Offer will be subject to the standard assurances associated with State Division of Aeronautics grant agreements.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends acceptance of the Idaho Transportation Department's Division of Aeronautics Grant

Offer in the amount of \$15,000.

The Council will need to ratify both the Grant Agreement and the City Resolution, authorizing the Mayor to sign both. This can be done as individual motions by the Council.

Attachments:

1. Twin Falls-GRANT OFFER w. LOGO
2. Twin Falls AGREEMENT & RESOLUTION



IDAHO TRANSPORTATION DEPARTMENT

Division of Aeronautics
3483 Rickenbacker Street • Boise ID 83705

(208) 334-8775
itd.idaho.gov/aero

October 15, 2018

Shawn Barigar, Mayor
City of Twin Falls
PO Box 1907
Twin Falls, ID 83303-1907

Dear Mayor,

The Idaho Division of Aeronautics is pleased to offer your airport this matching grant to assist in financing improvements to your airport during State FY-19. This grant is part of our regular program to further the interest in and aeronautical purposes of Public airports by assisting in the development of a statewide system of airports.

Enclosed is a pdf file of the Grant Agreement and City Resolution for the above referenced project. Please print two full copies of the document and have the City Council ratify both the Grant Agreement and the City Resolution. As Mayor please sign both copies of each document, and have the City Clerk attest to and sign both copies of the document.

Please retain one signed copy for your local records and send one signed copy to:

Jennifer Schildgen
Idaho Division of Aeronautics
3483 Rickenbacker St
Boise, ID 83705

Please complete these actions by December 15, 2018 as noted on page 2 of the grant agreement. The reimbursement funds will be available about 3 weeks after receipt of the ratified and signed agreement in this office.

I look forward to working with the City on this project. If you have any questions regarding the acceptance of this grant or how to request grant funds, please call me at (208) 334-8784.

Sincerely,

A handwritten signature in black ink that reads "William P. Statham". The signature is written in a cursive, flowing style.

William P. Statham, Manager
Airport Planning and Development

GRANT AGREEMENT
IDAHO AIRPORT AID PROGRAM
STATE FISCAL YEAR-19

TO: City of Twin Falls, Idaho
(Hereinafter referred to as the "SPONSOR")

FROM: The State of Idaho, acting through the IDAHO TRANSPORTATION DEPARTMENT, DIVISION
OF AERONAUTICS
(Hereinafter referred to as the "STATE")

WHEREAS, the SPONSOR has submitted to the STATE an application for assistance from the Idaho Airport Aid Program for development of the Twin Falls-Joslin Field-Magic Valley Regional Airport, together with the planning proposal or plans and specifications for the project. The STATE approved the application and it is hereby incorporated herein and made a part thereof:

WHEREAS, the Idaho Transportation Board has approved a project for development of the airport consisting of the following described airport development:

Project Description: Land, SRE, Studies, Fencing

FS Program Number: F198TWF

Project Number: AIP-041

NOW THEREFORE, for the purpose of carrying out the provisions of the Uniform State Aeronautics Department Act of 1947, as amended, and in consideration of the SPONSOR acceptance of this offer, as hereinafter provided, the STATE hereby agrees to pay, as its share of the costs incurred in accomplishing the project, not more than a lump sum amount of \$15,000.

This Grant incorporates the following terms and conditions:

1. The STATE affirms that:
 - A. The maximum obligation of the STATE payable under this Grant shall be \$15,000.00.
 - B. This grant expires on June 30, 2021 and the STATE shall have no further obligation after that date.
2. The SPONSOR shall:
 - A. Certify the availability of at least \$33,300.56 to match STATE participation in said project.
 - B. Diligently and expeditiously complete this project by June 30, 2021 and likewise pursue appropriate measures as may be agreed upon by the SPONSOR and the STATE to remedy project delays, including but not limited to litigation or condemnation.
 - C. Carry out and complete the project in accordance with the plans, specifications, and property map, incorporated herein, as they may be revised or modified, with approval of the STATE.

- D. Competitively bid all contracts for construction involved in this project in accordance with bidding procedures otherwise authorized for public entities.
 - E. In connection with the acquisition of real property for the project, secure at least two written appraisals by licensed appraisers and not pay in excess of the highest appraisal without the written consent of the STATE or except as directed by a court of competent jurisdiction after a contested trial and a judgment not resulting from agreement between the parties.
 - F. Receive no STATE funds in any case until it certifies in writing that it has funds available and will spend at least the amount designed in Paragraph (A) above, solely for the project in question.
 - G. Agrees to hold said airport open to the flying public for the useful life of the facilities developed under this project. Grant no exclusive use or operating agreements, to any person, company, or corporation. Failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Idaho money expended on behalf of the project to the State of Idaho.
 - H. Submit with this accepted Grant Agreement the full name of the local Project Manager/Inspector along with full contact information including work phone number, cell phone number, fax number, email address, and postal mailing address. Also include a job related contact that will know the whereabouts of and can contact the Project Manager/Inspector quickly for Grant related matters.
 - I. Use the provided "Project List and Submittals" form to monitor the project's progress. The SPONSOR will submit the form when submittals are made, and provide the completed form, along with the reports, as part of the closeout documents.
- 3. The allowable costs of the project shall not include any costs determined by the STATE to be ineligible.
 - 4. The STATE reserves the right to amend or withdraw this offer at any time prior to its acceptance by the SPONSOR.
 - 5. This offer shall expire and the STATE shall not be obligated to pay any part of the costs of the project unless the final agreement has been accepted by the SPONSOR on or before December 15, 2018 or such subsequent date as may be prescribed in writing by the STATE.

Except for those projects receiving both State and Federal Aid (submit copies of FAA Application and Agreement), the following inspection schedule, and reporting system is required:

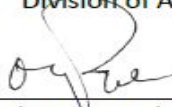
6. Inspection Schedule and Reporting System:

Inspection Schedule and Reporting System will vary for each project. The SPONSOR must make reports and be subject to inspections on the following schedule:

- A. SPONSOR shall report project commencement date.
- B. SPONSOR shall make no less than three progress reports during construction.
- C. SPONSOR shall receive approval prior to any change in the scope of the project

- D. SPONSOR shall report project completion date and request final inspection and payment.
- E. STATE may participate in the final inspection and shall sign off the project as completed.
- F. STATE may arrange for audit of account in accordance with regularly scheduled audit program.

The execution of this instrument by the SPONSOR and ratification and adoption of the project application incorporated herein provides proof of the Sponsors commitment, as hereinafter provided. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

STATE OF IDAHO, ITD
Division of Aeronautics
By: 
Mike Pape, Administrator

ACCEPTANCE

THE SPONSOR DOES HEREBY RATIFY AND ADOPT ALL STATEMENTS, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this ____ day of _____, 2018.

By: _____
Shawn Barigar, Mayor
City of Twin Falls, City Council

ATTEST:

Amy Luna, City Clerk

I, Amy Luna, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. _____ adopted at a regular meeting of the City Council held on the ____ day of _____, 2018, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this ____ day of _____, 2018.

Amy Luna, City Clerk

City Resolution

Exact from the minutes of a regular meeting
of the City Council of City of Twin Falls, Idaho
Held on _____, 2018.

Councilman _____, introduced the following Resolution, was read in full, considered, and adopted:

Resolution number _____ of City of Twin Falls, Idaho accepting the Grant Offer of the State of Idaho through the Idaho Transportation Department, Division of Aeronautics, in the maximum amount of \$15000 to be used under the Idaho Airport Aid Program, FS Program number: F198TWF, Project number: AIP-041 in the development of the Twin Falls-Joslin Field-Magic Valley Regional Airport; and

Be it resolved by the Mayor and City Council of City of Twin Falls, Idaho (herein referred to as the City as follows:

Sec. 1. That the City shall accept the Grant Offer of the State of Idaho in the amount of \$15,000.00, for the purpose of obtaining State Aid under FS Program Number: F198TWF, Project Number: AIP-041 in the development of the Twin Falls-Joslin Field-Magic Valley Regional Airport; and

Sec. 2. That the Mayor of the City of Twin Falls City Council is hereby authorized and directed to sign the statement of Acceptance of said Grant Offer (entitled Acceptance) on behalf of the City, the City Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the City on the aforesaid statement of Acceptance; and

Sec. 3. A true copy of the Grant Agreement referred to herein be attached hereto and made a part thereof.

Passed by the City Council and approved by the Mayor this ____ day of _____, 2018.

Shawn Barigar, Mayor

ATTEST:

Amy Luna, City Clerk

CERTIFICATE

I, Amy Luna, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. _____ adopted at a regular meeting of the City Council held on the ____ day of _____, 2018, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this ____ day of _____, 2018.

Amy Luna, City Clerk



Date: Monday, November 26, 2018
To: Honorable Mayor and City Council
From: Erin Steel, Engineer 1

ACTION ITEM

Request:

ACTION ITEM: Request to authorize the Mayor to sign a Cooperative Agreement with ITD for Americans with Disabilities Act (ADA) Curb Ramp Program; Key No. 22098, and approve the resolution confirming this commitment.

Time Estimate:

5 Minutes

Background:

The ADA Curb Ramp Program is a state-administered program that provides funding for cities to address pedestrian curb ramps on the state highway system. The goal of the program is to provide safe and easily accessible facilities for pedestrians with disabilities while allowing local jurisdictions flexibility in meeting the required standards.

City staff reviewed eligible curb ramps locations and chose locations based on curb ramp priorities already assigned by ITD, location to government offices and facilities and other places of public accommodation, and ability to considerably improve a local ADA accessible network.

The City of Twin Falls applied for funds in April of 2018 to construct 11 ramps on the state highway system.

The City was notified in November 2018 they had been awarded \$60,000, the maximum amount offered per jurisdiction, to construct the 11 ramps.

Funds are to only be used for construction purposes and will be available July 1, 2019.

Approval Process:

ITD requires a cooperative agreement to delineate shared responsibilities on their projects. They also require a resolution to confirm the City's acceptance of the agreement.

The Council is asked to authorize the Mayor to sign the final agreement and is asked to adopt the resolution.

Budget Impact:

The construction of this project is anticipated to be paid for fully by ITD funds. However, should overages occur (above the allocated \$60,000), those will come out of the streets budget.

Regulatory Impact:

None

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council authorize the Mayor to sign the cooperative agreement and adopt the resolution.

Attachments:

1. Notice and Award_Letter_KN 22098 - SY20 D4 Twin Falls 11 ADA Ramps
2. 22098 Coop Twin Falls
3. Vicinity Map
4. Capture



IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 7129
Boise ID 83707-1129

(208) 334-8000
itd.idaho.gov

October 15, 2018

City of Twin Falls
ATTN: Erin Steel
PO BOX 1907
Twin Falls, ID 82203

RE: Americans with Disabilities Act Idaho Program (ADA) Award – SY2020 Key Number 22098

Dear Erin Steel,

Congratulations on your prevailing application to the ADA program! This year's call for project applications resulted in funding submittals for construction projects in state fiscal year 2020. You will soon be receiving a Cooperative Agreement outlining both parties' responsibilities. This letter is an early notification so you can initiate your procurement processes well in advance of the construction year.

The total project cost of this state highway infrastructure project was recommended for award of \$60,000 for construction only. The Idaho Transportation Department (ITD) has a variety of approved designs already available for use. Funding will first become available on July 1, 2019. The two (2) year period of performance would follow from the execution of the agreement front page, dated any time on or after 07/01/2019. Since this is a reimbursement program, only invoices with eligible costs and receipts will be reimbursed.

The Idaho ADA program is 100% state funded, with 75% of the award payable upon receipt of initial invoice and remaining 25% payable upon final inspection and approval. It is important that criteria for approval are met at inspection, or any funds released will be returned to ITD. As you will note in the agreement, you will be required to follow the currently approved ITD design manual standard drawings for ADA curb ramps. These are state funds, so state compliant procurement and management practices are required.

Please work with your local ITD District office for project development technical support and construction question or concerns. I wish you success with your ADA project. Should you have any program questions please contact me at 208-334-8716 or via email at Ryan.McDaniel@itd.idaho.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ryan McDaniel', with a stylized flourish at the end.

—
Ryan McDaniel CFM, PMP
American with Disabilities Program Manager

CC: PROJECT FILE

**COOPERATIVE AGREEMENT
PROJECT NO. A022(098)
FY20 TWIN FALLS 11 ADA RAMP
TWIN FALLS COUNTY
KEY NO. 22098**

PARTIES

This Agreement is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION BOARD** by and through the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF TWIN FALLS**, hereafter called the City.

PURPOSE

The City of Twin Falls wishes to upgrade the following curb ramps within the City limits.

D4_02802	D4_03112	D4_03113
D4_03119	D4_03120	D4_03123
D4_03124	D4_03125	D4_03126
D4_03131	D4_03132	

The State has agreed to participate in the cost of this work. This Agreement will provide for the responsibilities of the parties in this project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

It is mutually agreed and understood by the Parties that:

SECTION I That the State will:

1. Upon execution of this Agreement and receipt of a written request from the City, pay to the City the amount of Sixty Thousand Dollars (\$60,000) to be used for Americans with Disabilities Act (ADA) curb ramp improvements as identified above. The amount paid under this agreement is a lump sum payment. No additional funds will be paid for this work.
 - a. Payment will be divided into two parts. The State will pay 75% of the above-mentioned amount upon the initial written request. The remaining 25% will be paid upon the completion of the project provided that the work is completed to the State's satisfaction.

2. Upon notification of start of construction, update that information to 511 Traveler Information Services.
3. At its discretion, perform an inspection of the work upon notification from the City of completion of the work.
4. At its discretion, audit the project records to ensure the funds paid to the City were utilized as intended by this Agreement.

SECTION II That the City will:

1. Provide for design and construction of the improvements as identified above.
2. Design and construct the project to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current Design Manual can be viewed at the following web site: <http://apps.itd.idaho.gov/apps/manuals/manualsonline.html>.
3. Submit a traffic control plan to the State for review.
4. Provide notification to the State when construction on the project is to begin.
5. During construction, maintain pedestrian access in accordance with the Manual for Uniform Traffic Control Devices (MUTCD). The current MUTCD can be viewed at the following web site:
<http://apps.itd.idaho.gov/apps/manuals/manualsonline.html>.
6. Provide all funding necessary for the work over and above the funds paid by the State under Section I, Paragraph 1 above.
7. Upon completion of the work:
 - a. Notify the State and provide the opportunity for inspection of the completed project by the State;
 - b. Request project acceptance by the State
 - c. Complete and submit an ITD-0288 (ADA Ramp Inspection) form for each ramp constructed. The form(s) can be either mailed to the Idaho Transportation Department, Contracting Services Section, PO Box 7129, Boise, ID 83707-1129, or sent to the following e-mail address: ITDAltContracting@itd.idaho.gov , and
 - d. Request final payment upon receipt of project acceptance by the State.

8. Maintain all project records, including source documentation for all expenditures, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
9. Comply with all other applicable State and Federal regulations.
10. Refund to the State the amount paid under this Agreement if the project is terminated prior to completion or if the project is not completed within two (2) years of the effective date of this Agreement.
11. At its own expense, correct any ramps constructed under this Agreement that do not meet ADA requirements.
12. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

GENERAL:

1. This Agreement shall become effective on the date the parties entered into this Agreement, and shall remain in full force and effect until amended or replaced upon the mutual written consent of both parties.

EXECUTION

This Agreement is executed for the State by its Engineering Services Division Administrator, and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Twin Falls.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED

Engineering Services Division Administrator

RECOMMENDED

District Engineer

ATTEST:

CITY OF TWIN FALLS

City Clerk

Mayor

By regular/special meeting held
on _____

hm:22097 Coop St Anthony.docx

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF TWIN FALLS**, hereafter called the **CITY**, for ADA improvements on State highways; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System; and

WHEREAS, the **CITY** and the **STATE** are providing funds for this project; and

NOW, THEREFORE, BE IT RESOLVED:

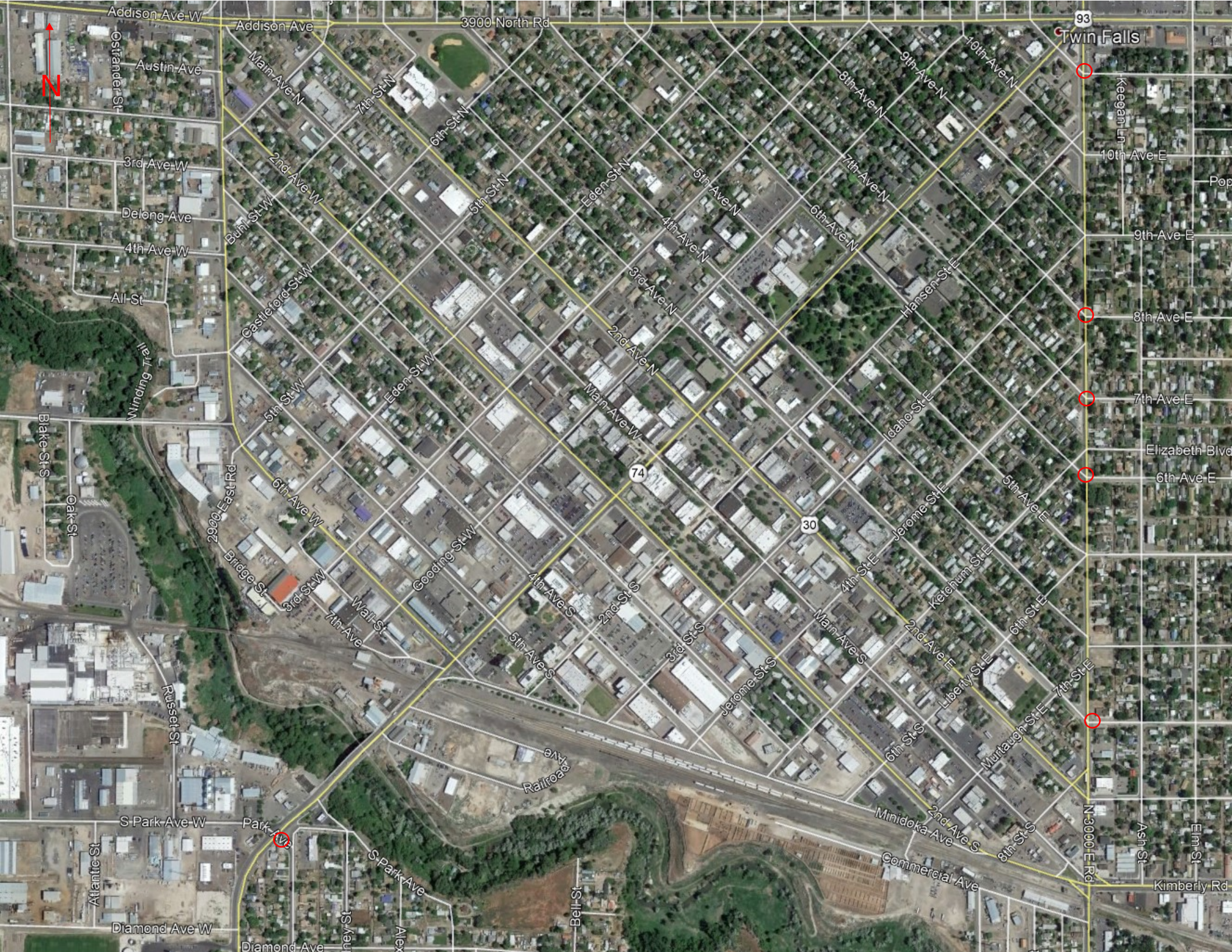
1. That the Cooperative Agreement to construct ADA improvements on State highways within city limits is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Twin Falls, held on _____, _____.

(Seal)

City Clerk



93 Twin Falls

Keegan Ln
10th Ave E

9th Ave E

8th Ave E

7th Ave E

Elizabeth Blvd

6th Ave E

N 3000 E Rd

Kimberly Rd
Elm St
Ash St

Commercial Ave
Minidoka Ave
2nd Ave S
8th St S

Murtaugh St E
Liberty St E
2nd Ave E
6th St E

Ketchum St E
Jerome St E
4th St E
Main Ave S

Jerome St S
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4th Ave S

9th Ave S
5th Ave S
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Gooding St W
7th Ave W
3rd St W
Bridge St

2900 East Rd

Russett St

S Park Ave W

Diamond Ave W

Atlantic St

Blake St S

Oak St

All St

4th Ave W

Delong Ave

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Austin Ave

Addison Ave

Main Ave N

2nd Ave W

Bull St W

Castelford St W

5th St W

6th Ave W

7th Ave

Wall St

Park Ave

Diamond Ave

Alex

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Date: Monday, November 26, 2018
To: Honorable Mayor and City Council
From: Kathy Markus, Information Services, Information Services

PRESENTATION

Request:

PRESENTATION: Presentation of 311 Call Tree and See Click Fix.

Time Estimate:

10 Minutes

Background:

The City of Twin Falls Dispatchers received over 100,000 calls last year. The dispatch center is not appropriately staffed for the number of calls that they receive. Many of the calls were 311 calls. On January 1, 2019, we will be implementing a 311 call tree into the phone system. This call tree will make our dispatchers available to focus on the emergency 911 calls. Calls that come in on the 311 line will be handled by the call tree.

The very first option on the call tree is "If this is an emergency, hang up and dial 911". The second message will inform the callers that we have a SeeClickFix web and mobile app. This application will interface with the existing CityWorks System and allow users to take a picture of the problem, write a description of the problem, and receive status updates and notification of the problem resolution. This application is still being configured.

The call tree includes the most common reasons for call transfers that dispatch has historically received. If the caller selects "To reach Police, Fire, or Medical Dispatch", they will be transferred to dispatch. This 311 call tree will allow the citizen to select and route to the appropriate department rather than having the dispatcher transfer them.

During the month of December, the Public Information Officer will be sending out a campaign to notify the citizens of the upcoming changes.

Approval Process:

N/A

Budget Impact:

SeeClickFix Annual Cost 15,900

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Citizens have been left on hold for long periods of time while waiting for a dispatcher to become available to transfer their call. By implementing a phone call tree and SeeClickFix, the City hopes to better serve the citizens and not have to hire and train additional employees to answer the 311 phone calls.

Attachments:

1. 311 Call Tree

311 Call Tree

We have reviewed the call information that is available and found that the majority of the calls go to Police, PW, and Parks. To simplify the call tree, we feel like it should just include those departments. The NEC system is our current City Hall, Police, Parks, and PW phone system. The Vesta is the 311 call system. **If 0 is pressed, the call tree will just start over.**

Daytime 8 am – 5 pm			Action		After Hours 5:01pm-7:59am			Action
If this is an emergency, hang up and dial 911.			911 Dialed		If this is an emergency, hang up and dial 911.			911 Dialed
You are welcome to use our mobile 311 app, which can be accessed (location of SeeClickFix to be added)			None		You are welcome to use our mobile 311 app, which can be accessed (location of SeeClickFix to be added)			None
					You have reached this 311 line after hours.			None (This is just to let callers know that it is after hours)
For the Police Department, Animal Control, or Code Enforcement, press 1					For the Police Department, Animal Control, or Code Enforcement, press 1			
	For Police Press 1	To reach Police, Fire or	208-735-4357			To reach Police, Fire or		208-735-4357

		Medical Dispatch, press 1	-Dispatch Non- Emergency			Medical Dispatch, press 1		-Dispatch Non- Emergency
		For police records, press 2	208-735- 7226 -Records			For police records, press 2		208-735- 7226 - Records
		For police evidence, press 3	208-735- 7261 -Evidence			For police evidence, press 3		208-735- 7261 -Evidence
		For Police Investigations, press 4	208-735- 7211 -Detectives			For Police Investigations, press 4		208-735- 7211 -Detectives
		For Police general information, press 5	208-735- 7226 - Records			For police general information, press 5		208-735- 7226 - Records
	For Animal Control Press 2		Dispatch Non- Emergency 208-735- 4357		For Animal Control Press 2			208-735- 4357 -Dispatch Non- Emergency
	For Code Enforcement Press 3		208-735- 7278		For Code Enforcement Press 3			208-735- 7278
If your water has been turned off for nonpayment, press 2		If you have paid your full amount due, press 1.	UB 735- 7250 & 7357249		If your water has been turned off for nonpayment, press 2	Please note an additional \$80.00 after hour's fee must be paid with cash or check at time of service. Otherwise, after the full amount is received, water service will be restored the morning of the next business day.	If you have paid your past due amount in full, and have cash or a check for the \$80 service fee, press 1.	Water Distribution On Call - 208-308- 7217

		If you have not yet paid your balance in full, Go online to www.tfid.org and make your payment. Once you have completed your payment online, please call Utility Billing at 208-735-7250 or 208-735-7249.					If you have not yet paid your balance in full, Go online to www.tfid.org and make your payment. Once you have completed your payment online, please call back.	
For street signal issues, press 3			Dispatch Non-Emergency 208-735-4357		For street signal issues, press 3			Dispatch Non-Emergency 208-735-4357
For Water, Sewer, Roads, and Street issues, press 4			PW Front Desk and ring all 3 phones Justin Vicki and Shawn.		For Water, Sewer, Roads, Signals, and Street issues, press 4			
						You have reached the City of Twin Falls public works and street departments. Our regular hours are		208-735-4357 -Dispatch Non-Emergency

						Monday through Thursday 7 AM to 5 PM. If you have reached this recording and this is an emergency please press 1		
						For sewer, storm water, or waste water collections, press 2	If this is not an emergency and you need a response before the next business day, press 1	WW On Call - 208-308-7246
							To leave a message and have someone return your call on the next business day, press 2	PW Front Desk
						For Water issues, Press 3	If this is not an emergency and you need a response before the next business day, press 1	Water Distribution On Call - 208-308-7217
							To leave a message and have	PW Front Desk

							someone return your call on the next business day, press 2	
						For street issues, press 4	If this is not an emergency and you need a response before the next business day, press 1	208-308-7213 - Streets On Call
							To leave a message and have someone return your call on the next business day, press 2	PW Front Desk
						If you have a question regarding the backflow test letter, press 5 to leave a message. Someone will return your call on the next business day.		208-735-3443
						If you have questions about your bill, press 6 to leave a message. Someone from the		208-735-7250

						billing office will return your call on the next business day.		
For Parks and Recreation, press 5			Go to the NEC Parks current call tree		For Parks and Recreation Press 5			Go to the NEC Parks current call tree
For the Fire Department, press 6		To reach Fire, Medical or Police dispatch , press 1	Dispatch Non-Emergency		For the Fire Department, Press 6	To reach Fire, Medical or Police dispatch, press 1		Dispatch Non-Emergency
		To reach the Fire Department, press 2	208-735-7236			If this is not an emergency but you need a response before the next business day, press 2. A representative will respond as soon as possible.		208-735-7233
						To leave a message and have someone return your call on the next business day, press 3		208-735-7236
For administrative calls, press 7			208-735-7287		For administrative calls, press 7			208-735-7287
For voting information, please call 208-736-4004 or visit elections@co.twin-falls.id.us .						For voting information, please call 208-736-4004 or visit elections@co.twin-falls.id.us .		



Date: Monday, November 26, 2018
To: Honorable Mayor and City Council
From: Kathy Markus, Information Services, Joshua Palmer, Public Information Officer

PRESENTATION

Request:

PRESENTATION: Presentation of Web Page Redesign.

Time Estimate:

15 Minutes

Background:

In November of 2017, a parallel team was created to redesign our existing web page. The team consisted of the Project Manager, Jeremiah Parent, the Public Information Officer, Josh Palmer and the following Members: Bill Carberry, Donna Newbry, J.P. O'Donnell, Jason Brown, Justin Ash, Kathy Markus, Kristi Fehring, & Lisa Strickland.

These members reviewed some of the issues with the existing web site and set the following goals:

- Simplicity
- Answer Questions in 2-3 Clicks
- Easy to Navigate
- Easy to Find Information
- Mobile Friendly
- Ada Compliant
- Online Applications
- Online Payments
- Analytics
- Professional Appearance
- Not Static

Because of the changing technology, Civic Plus includes a web redesign every 4 years. This allows them to enhance their product and it keeps their customer web sites current. The City took advantage of the free redesign when creating the new web site. The committee spent numerous hours reviewing other sites, designing the layout, designing the navigation, selecting the headers, selecting the pictures, and modifying and updating the information presented on the website.

This website is an evolving project and information will be added and removed as needed and as time allows. Josh is going to demonstrate the site and some of the site features which include side buttons for easy access, latest news, calendars, language selection, how do I, quick links, a site map, and contact information.

The redesigned website can be found at <http://www.tfid.org>.

Approval Process:

N/A

Budget Impact:

The web redesign was free with our existing contract with Civic Plus.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

The City of Twin Falls strives to provide customers with convenient access to city information, and to explore and implement effective engagement strategies. Digital platforms provide cost efficient methods of communicating city information and engaging with a majority of customers. Our redesigned website should better meet the needs of our citizens.

Attachments:

None