



## Twin Falls City Council Agenda

Monday, May 6, 2019, 5:00 PM

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

### AMENDED AGENDA

**Members:** Shawn Barigar, Suzanne Hawkins, Nikki Boyd, Chris Talkington, Gregory Lanting, Christopher Reid, Ruth Pierce

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) PROCLAMATIONS: None
- 4) GENERAL PUBLIC INPUT
- 5) CONSENT CALENDAR
  - a) **ACTION ITEM:** Request to approve the April 22, 2019, City Council Minutes.  
By: Amy Luna, Finance Administrative Assistant
  - b) **ACTION ITEM:** Request to approve the Accounts Payables for April 25 thru May 1, 2019.  
By: Amy Luna, Finance Administrative Assistant
  - c) **ACTION ITEM:** Request to approve the April 29, 2019, City Council Minutes.  
By: Amy Luna, Finance Administrative Assistant
  - d) **ACTION ITEM:** Request to approve the First Federal Paper Rock Scissors Tournament to be held on May 17, 2019.  
By: Sergeant Justin Dimond, Twin Falls Police Department
  - e) **ACTION ITEM:** Request to approve Findings of Fact and Conclusions of Law for Tres Gringos c/o EHM Engineers, Inc. (PZ19-0016)  
By: Jonathan Spendlove, Planning & Zoning Director
- 6) ITEMS OF CONSIDERATION
  - a) **PRESENTATION:** Presentation of Idaho POST certifications and the formal promotion of Samir Smriko to the position of Corporal.  
By: Chief Craig Kingsbury, Twin Falls Police Department

- b) **ACTION ITEM:** Request to rename the Twin Falls Police Department Operations Building to the "Craig T. Bracken Public Safety Operations Building."  
By: Captain Matthew Hicks, Twin Falls Police Department
- c) **PRESENTATION:** Presentation of a Certificate of Appreciation to Ben Lucas for his service as a member of the Youth Council.  
By: Suzanne Hawkins, Council Member
- d) **ACTION ITEM:** Request to hold the Teen Suicide Awareness and Prevention Color Run on May 18, 2019.  
By: Sergeant Justin Dimond, Twin Falls Police Department
- e) **ACTION ITEM:** Request from Ryan Bowman of the Twin Falls School District to waive the building permit fees associated with the TFSD Elementary School vestibule upgrades.  
By: Jarrold Bordi, Building Official
- f) **ACTION ITEM:** Request to approve an amended purchase and sale agreement between the City of Twin Falls and Katherine B. Breckenridge.  
By: Troy Vitek, Assistant City Engineer
- g) **ACTION ITEM:** Request to replace and construct a new primary clarifier launder box at the wastewater treatment plant.  
By: Jason Brown, Environmental Engineer
- 7) **PUBLIC HEARINGS:** None
- 8) **GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS**
- 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 & Zoning Commission shall wait to be recognized by the Mayor or Chairman, approach the microphone/podium, state their name, and 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. A City Staff Report shall summarize the application and history of the request.
4. 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.
5. 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.
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.
  - Individuals are not permitted to give their time to other speakers.
  - However, five (5) or more individuals that received written notice of the public hearing may appoint, 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, received by 12:00 p.m. on the date of the hearing shall be either read into the record or displayed to the public on the overhead projector.
8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. Responses shall be limited to answering the questions asked. The Mayor or Chairman may limit the time permitted for the answer.
10. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning & Zoning Commission shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.

\* Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Mayor or Chairman.



## Twin Falls City Council Minutes

Monday, April 22, 2019, 5:00 PM

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

### 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Barigar, Vice Mayor Nikki Boyd, Council Members Ruth Pierce, Christopher Reid, Greg Lanting, Chris Talkington & Suzanne Hawkins

Absent: None.

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Brian Pike, City Attorney Shayne Nope, Captain Anthony Barnhart, Sergeant Ryan Howe, Grant & Community Relations Manager Mandi Thompson, Utility Services Supervisor Bill Baxter, Chief Financial Officer Lori Race, Assistant Finance Director Brent Hyatt, Planning & Zoning Director Jonathan Spendlove, City Planner Steve O'Connor, Twin Falls Parks & Recreation Director Wendy Davis, Public Information Officer Josh Palmer, Desktop Support Analyst Jeremiah Parent, Finance Administrative Assistant Amy Luna.

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

### 2) PLEDGE OF ALLEGIANCE

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

### 3) PROCLAMATIONS

- a) **PRESENTATION:** Youth Appreciation Week 2019 - Request made by Anna Scholes, Twin Falls Optimist Club

**Mayor Barigar** read and presented the ***Youth Appreciation Week 2019 Proclamation*** to Anna Scholes of the Twin Falls Optimist Club.

- b) **PRESENTATION:** Arbor Day - Request made by Wendy Davis, Parks & Recreation Director.

**Mayor Barigar** read and presented the ***Arbor Day Proclamation*** to Wendy Davis,  
Twin Falls Parks & Recreation Director.

**Parks & Recreation Director Davis** spoke about the *Arbor Day Celebration* to be held at Sunrise Park on Friday, April 26, 2019 at 4:00 pm.

### 4) GENERAL PUBLIC INPUT

Citizen James Barrett spoke in favor of the parks system that Twin Falls has. Spoke against the Rec Center, in favor of better/new sidewalks, against the recycling program.

**Mayor Barigar** talked about the sidewalk grant program.

### 5) CONSENT CALENDAR

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

- a) **ACTION ITEM:** Request to approve the Accounts Payable for April 11 thru April 17, 2019.
- b) **ACTION ITEM:** Request to approve the April 15, 2019, City Council Minutes.
- c) **ACTION ITEM:** Request to approve Alcohol License for Persian Coffee Shop.

- d) **ACTION ITEM:** Request to approve the Findings of Fact and Conclusions of Law:  
Vacation for Geronimo, LLC c/o EHM Engineers  
Special Use Permit for Carleen M. Duncan, dba Bodyworks by Carleen
- e) **ACTION ITEM:** Request to approve the Annual Mother's Day Fiesta and Cinco de Mayo 2019 event.
- f) **ACTION ITEM:** Request to hold the Magic Valley Law Enforcement Memorial Service on May 18, 2019.

## 6) ITEMS OF CONSIDERATION

- a) **ACTION ITEM:** Request to confirm the City Manager's appointment of Mark Holtzen as the City of Twin Falls City Engineer.

**City Manager Rothweiler** made a request to confirm the appointment of Mark Holtzen as the City of Twin Falls City Engineer.

**Discussion ensued on the following: None**

**MOTION: Council Member Hawkins** moved to approve the appointment of Mark Holtzen as the City of Twin Falls City Engineer. **Vice Mayor Boyd** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- b) **PRESENTATION:** Southern Idaho Tourism annual update.

Melissa Barry from Southern Idaho Tourism presented the *Southern Idaho Tourism* annual update.

**Discussion ensued on the following:**

**Council Member Lanting:** Asked about the signage for Shoshone Falls.

**Ms. Barry** replied that the signs are there but a little small.

**Mayor Barigar:** Commented on Ms Barry's grant presentation.

- c) **INFORMATIONAL:** Update on MPOG Process

**Grant & Community Relations Manager Thompson** presented and update on the *MPOG/Process*.

May 15, 2019 - Applications are due at City Hall.

May 20, 2019 - To the City Council Members for review and scoring. May

28, 2019 - Back to Mandi to compile the scores.

June 3, 2019 - MPOG Meeting with the City Council.

Have \$85,000.00 available for the grants.

**Discussion ensued on the following:**

**Council Member Talkington:** Asked about the previous limitations of the grant request.

**Council Member Pierce:** Thanked Ms. Thompson for all of her hard work.

**Council Member Reid:** Thanked Ms. Thompson for the work that she has put into this process.

- d) **INFORMATIONAL:** Recycling History for Twin Falls – a new conversation regarding market issues, costs, and the “carbon footprint” factor.

**Utility Services Supervisor Baxter** presented the *Recycling History for Twin Falls*.

**Discussion ensued on the following:**

**Mayor Barigar:** Asked where the sorting takes place.

**Vice Mayor Boyd:** Asked for a clarification of mixed paper.

**Mayor Barigar:** Asked where the international shipments are going.

**Vice Mayor Boyd:** Asked what the decomposing time is for mixed paper.

**Council Member Reid:** Asked about the removal of an item from the recycling plan.

**Council Member Hawkins:** Spoke about saving life in the landfill. Need to do something about education on reducing usage.

**Council Member Talkington:** Talked about the United States being the most wasteful country in the world.

**Council Member Lanting:** Spoke about the education of recycling over the years.

**Vice Mayor Boyd:** Spoke about being less wasteful and learning how to purchase less.

**Council Member Reid:** Thanked the team for their efforts and information and is in favor of being an example and thinking about the process.

**Mayor Barigar:** Asked for clarification of the process going forward.

**City Manager Rothweiler** explained the steps going forward.

**Council Member Talkington:** Spoke about keeping our ear to the ground on future information regarding recycling.

- e) **PRESENTATION:** A presentation on the finances of the City of Twin Falls for six months of fiscal year 2018-2019.

**CFO Race** made a presentation of the finances of the City of Twin Falls for six months of the fiscal year 2018-2019.

**Discussion ensued on the following:**

**Council Member Talkington:** What can we look forward to over the next six months?

**Mayor Barigar** thanked Mrs. Race for her presentation.

## **7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS**

**Council Member Hawkins** asked about the See-Click-Fix app and getting the info/pictures to Parks & Rec. Public Relations Officer Palmer explained the process and requested that the citizens contact him.

**Council Member Reid** thanked a group of base jumpers who have been cleaning up the canyon rim and canyon.

## **8) PUBLIC HEARINGS**

- a) **ACTION ITEM:** Request to Vacate platted easements and dedicated right of way within the Perrine Point Subdivision (Blocks 5, 6, 7, 8) located at the 1000 block of Falls Avenue West, on behalf of Tres Gringos c/o EHM Engineers, Inc. (PZ19-0016)

**City Planner O'Connor** presented a request to vacate platted easements and dedicated right of way within the Perrine Point Subdivision (Block 5, 6, 7, 8) located at the 1000 block of Falls Avenue West, on behalf of Tres Gringos c/o EHM Engineers, Inc., (PZ19-0016).

**Discussion ensued on the following:**

**Council Member Lanting:** Verified that the streets will be private and that the utilities will be different than they are now.

**Public Hearing Opened: None**

**Public Hearing: Closed**

**Discussion ensued on the following:**

**Council Member Hawkins:** How many developments have streets that are private like this one?

Concerned about the upkeep of these roads.

**MOTION: Council Member Lanting** moved to approve the request to vacate platted easements and dedicated right of way within the Perrine Point Subdivision (Block 5, 6, 7, 8) located at the 1000 block of Falls Avenue West, on behalf of Tres Gringos c/o EHM Engineers, Inc., (PZ19-0016) along with the staff recommendations. **Council Member Talkington** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

## **9) ADJOURNMENT**

The meeting adjourned at 06:48 PM

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Amy Luna, Administrative Assistant Finance



## Twin Falls City Council Minutes

Monday, April 29, 2019, 5:00 PM

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

### 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Barigar, Vice Mayor Nikki Boyd, Council Members Ruth Pierce, Christopher Reid, Greg Lanting, Chris Talkington & Suzanne Hawkins

Absent: None

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Brian Pike, City Attorney Shayne Nope, Fire Chief Les Kenworthy, Captain Justin Dimond, Airport Manager William Carberry, Human Resources Director Gretchen Scott, Wellness & Safety Coordinator Katy Touchette, Public Information Coordinator Joshua Palmer, Network Engineer Rich Hall, Network Administrator Dee Davidson, Finance Administrative Assistant Amy Luna.

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

### 2) PLEDGE OF ALLEGIANCE

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

### 3) PROCLAMATIONS

- a) Mental Health Month - Request made by Curtis Johnson, LCSW, Health & Welfare Behavioral Health
- Mayor Barigar** read the "*Mental Health Month*" Proclamation for Curtis Johnson, LCSW, Health & Welfare Behavioral Health.

**Human Resource Director Scott** presented the Council with Suicide Prevention & Mental Health Awareness bands.

**Council Member Hawkins** spoke about the Twin Falls Youth Suicide Awareness Color run on May 18th, 2019 at 9:30 am.

### 4) GENERAL PUBLIC INPUT: None

### 5) CONSENT CALENDAR

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

- a) **ACTION ITEM:** Request to approve the Accounts Payable for April 18 thru 24, 2019.
- b) **ACTION ITEM:** Request to hold the Classics for Tykes Car Show on May 4, 2019.
- c) **ACTION ITEM:** Request to hold the 2019 Global 6K for Water Run/Walk.
- d) **ACTION ITEM:** Request to hold the Joseph T. Rasch Fun Run.
- e) **ACTION ITEM:** Request to hold the St. Edward's Variety Show on May 9, 2019.
- f) **ACTION ITEM:** Request to approve Latino Fest to be held on May 4, 2019.

## 6) ITEMS OF CONSIDERATION

- a) **PRESENTATION:** The Twin Falls Fire Department would like to recognize their newly promoted Battalion Chief Eric Schmitz, new Captain Joe Miller, and newest Driver/Operator Will Blanton, and take their oath of office, and pin their new rank badges.

**Fire Chief Kenworthy** requested that the Council recognize the Fire Departments newly promoted Battalion Chief Eric Schmitz, new Captain Joe Miller, and newest Driver/Operator Will Blanton, and take their oath of office, and pin their new rank badges.

**Mayor Barigar** swore in the Fire Departments newly promoted members.

**Fire Chief Kenworthy** pinned badges on each member.

- b) **ACTION ITEM:** Request to become a "Bee City USA".

Sherry Olsen-Frank made a request to become a "*Bee City USA*".

**Discussion ensued on the following:**

**Council Member Talkington:** Would this have an impact on pesticide usage within the community? Would you expect any financial backing from the City?

**Council Member Hawkins:** Thanked Sherry for the information. Do you have a non-profit working on this? How many members do you have? Are there other ways that the City can help with this? Has some concerns but is in favor of this.

**Mayor Barigar:** Spoke about the City being the Champion for this project. Would be helpful to have people who know what they are doing involved in this. Supportive of the concept.

**Council Member Lanting:** Is supportive of this request. Made a couple of suggestions of location, etc.

**Council Member Reid:** Wondering if before taking action they reach out to the different departments to make sure that they are in support of this concept, and then bring it back to the table at a later time.

**City Manager Rothweiler:** Gave directions that the Council can take.

**MOTION:** **Council Member Hawkins** moved to assign this item to the City Manager's Office to put together a plan to bring back to the Council at a later date. **Council Member Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- c) **INFORMATIONAL:** SeeClickFix demonstration.

**Public Information Coordinator Palmer** presented a SeeClickFix demonstration.

**Council Member Talkington:** Asked if they are tracking the response times.

**Council Member Lanting:** Was able to download but unable to see his City.

**Council Member Hawkins:** What do you anticipate the time is for getting Parks & Rec onboard? How are you planning on educating the public on the use of this app?

**Council Member Lanting:** Spoke about the importance of getting the Parks & Rec onboard.

**Council Member Reid:** Asked if we would be using all of the aspects of the application?

**Mayor Barigar:** Thanked the presenters for the great information.

- d) **ACTION ITEM:** Request to utilize Airport Reserve Funds to repair cracks in a terminal bldg block wall and award a \$22,034.40 contract to Petersen Brothers Construction to make repairs.

**Airport Manager Carberry** made a request to utilize Airport Reserve Funds to repair cracks in a terminal bldg block wall and award a \$22,034.40 contract to Petersen Brothers Construction to make repairs.

**Discussion ensued on the following:**

**Council Member Hawkins:** Asked to be recused due to a conflict of interest.

**MOTION: Council Member Talkington** moved to approve the request to utilize Airport Reserve Funds to repair cracks in a terminal bldg block wall and award a \$22,034.40 contract to Petersen Brothers Construction to make repairs. **Council Member Lanting** seconded the motion. Roll call vote showed all members present voted in favor with Council Member Hawkins abstaining. 6 - 0 - 1.

- e) **ACTION ITEM:** Request to use contingency funds for repairs to the fire sprinkler system in the Engineering Lab located at 305 3rd Ave E.

**Fire Marshal Lauda** made a request to use contingency funds for repairs to the fire sprinkler system in the Engineering Lab located at 305 3rd Ave E.

**Discussion ensued on the following:** None

**MOTION: Vice Mayor Boyd** moved to approve the request to use contingency funds in the amount of \$2,627.00, for repairs to the fire sprinkler system in the Engineering Lab located at 305 3rd Ave E.

**Council Member Reid** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

#### **7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS**

**Deputy City Manager Humble** spoke about the upcoming Lunch-n-Learn about Suicide Prevention on May 9, 2019 from 11:30 am to 1:00 pm in the Council Overflow Room.

#### **8) PUBLIC HEARINGS: None**

#### **9) ADJOURNMENT**

**MOTION: Council Member Lanting** moved to adjourn to Executive Session 74206(1)(c) To acquire an interest in real property which is not owned by a public agency and 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement. **Council Member Talkington** seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

- a) Executive Session 74-206(1)(c) To acquire an interest in real property which is not owned by a public agency.
- b) Executive Session is 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

The meeting adjourned at 06:09 PM



**Date:** Monday, May 6, 2019  
**To:** Honorable Mayor and City Council  
**From:** Sergeant Justin Dimond, Twin Falls Police Department

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## **ACTION ITEM**

### **Request:**

**ACTION ITEM:** Request to approve the First Federal Paper Rock Scissors Tournament to be held on May 17, 2019.

### **Time Estimate:**

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

### **Background:**

Jami Whited and Ashley Frodin, on behalf of First Federal Bank, have submitted a Special Event Application requesting to hold the First Federal Paper Rock Scissors Tournament on May 17, 2019. This event is scheduled in the Downtown Commons area from 6:00 p.m. to 9:00 p.m.

This will be the first event of this kind to be hosted in this area. It will involve the participation of 32 local businesses. Each business will send their "Paper Rock Scissors Champion" to compete for a cash prize to be donated to their pre-selected charity.

This event is open to the public and there will be a number of food vendors on location. Additionally, there will be alcohol served at this event. Identifications will be checked and wrist bands will be issued to those of legal drinking age.

There will be amplified sound in the form of a public address system for speaking and music. The organizers have contracted with MME Productions to provide large screen televisions, live streaming of the event, recordings, and DJ services.

This event requires the temporary closure of the 100 Block of Main Avenue East/South and the 200 Block of Hansen Street East; similar to other events hosted in the Downtown Commons.

With alcohol being served at this event, the Twin Falls Police Department recommends that two (2) on-duty Police Officers be assigned for security. The organizers have agreed to pay for this expense.

### **Approval Process:**

Consent of the City Council

### **Budget Impact:**

This event will require security and First Federal Bank has agreed to pay for two (2) on-duty officers. Therefore, there will be no cost to the City of Twin Falls.

### **Regulatory Impact:**

N/A

**History:**

N/A

**Analysis:**

N/A

**Conclusion:**

This Special Event Application has been approved by several relevant City Staff members and the Twin Falls Police Department Staff. It is recommended that this request be approved by the City Council as presented.

**Attachments:**

None



## BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:

Vacation Application,

Tres Gringos  
c/o EHM Engineers, Inc.

Applicant(s)

)  
) FINDINGS OF FACT,  
) CONCLUSIONS OF LAW,  
)  
)  
) AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on **April 22, 2019** for public hearing pursuant to public notice as required by law for Vacation of **platted easements and dedicated right of way within the Perrine Point Subdivision (Blocks 5, 6, 7, 8) located at the 1000 block of Falls Avenue West** and the City Council of the City of Twin Falls having heard testimony from interested parties and being fully advised in the matter, now makes the following

### FINDINGS OF FACT

1. Applicant has applied for Vacation of **platted easements and dedicated right of way within the Perrine Point Subdivision (Blocks 5, 6, 7, 8) located at the 1000 block of Falls Avenue West.**
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: **April 4, 2019 and April 11, 2019.**
3. The property in question is zoned **R-6 PUD** pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as **Town Neighborhood** in the duly adopted Comprehensive Plan of the City of Twin Falls.
4. The existing neighboring land uses in the immediate area of this property are: to the north, **Vacant**; to the south, **Vacant**; to the east, **Vacant**; to the west, **Vacant**.

Based on the foregoing Findings of Fact, the City Council of the City of Twin Falls hereby makes the following

### CONCLUSIONS OF LAW

1. The application for Vacation of **platted easements and dedicated right of way within the Perrine Point Subdivision (Blocks 5, 6, 7, 8) located at the 1000 block of Falls Avenue West** is consistent with the purpose of the **R-6 PUD** Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-16-1, Twin Falls City Code.

3. The proposed use is proper use in the **R-6 PUD** Zone, subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

4. The application for Vacation of **platted easements and dedicated right of way within the Perrine Point Subdivision (Blocks 5, 6, 7, 8) located at the 1000 block of Falls Avenue West** should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls.

Based on the foregoing Conclusions of Law, the City Council of the City of Twin Falls hereby enters the following

DECISION

1. The application Vacation of **platted easements and dedicated right of way within the Perrine Point Subdivision (Blocks 5, 6, 7, 8) located at the 1000 block of Falls Avenue West** is hereby granted.

2. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

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MAYOR - TWIN FALLS CITY COUNCIL

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DATE

Exhibit No. A

1. **Subject to continued compliance with all local, state, and federal code requirements and other standards as applicable.**
2. **Subject to City Engineer and Fire Marshal approved permanent Public Access and Utility easements to replace the platted Right of Way and easements.**

APPLICATION #: **PZ19-0016**



**Date:** Monday, May 6, 2019  
**To:** Honorable Mayor and City Council  
**From:** Chief Craig Kingsbury, Twin Falls Police Department

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## **PRESENTATION**

### **Request:**

**PRESENTATION:** Presentation of Idaho POST certifications and the formal promotion of Samir Smriko to the position of Corporal.

### **Time Estimate:**

The presentation will take approximately 45 minutes.

### **Background:**

#### **POST CERTIFICATIONS**

On November 26 and December 10, 2018, **Officers Scott Jackson, Kayla Schafer, and Austin James** were awarded their Idaho Peace Officer Standards and Training (POST) Basic Certification. Officers Jackson, Schafer, and James attended and graduated from Idaho POST Academy, successfully completed the Twin Falls Police Department's Field Training Program, and have served as Police Officers in the State of Idaho as required to qualify for this certification.

On December 18, 2018, **Officer Nate Egan** was awarded his POST Intermediate Certification. To receive this certification, Officer Egan was required to complete hundreds of hours of training, including obtaining several college credits.

On November 20, 2018, **Detective Jon R. Wilson** was awarded his POST Master Certification. To receive this certification, Detective Wilson was required to complete 1,500 hours of POST-approved training, obtain several college credits, obtain POST Advanced Certification, and complete a minimum of 15 years of law enforcement service.

The personal commitment of these Officers to better themselves through training has helped the Twin Falls Police Department in achieving its goal of being the best Police Department in the State of Idaho.

#### **PROMOTION**

Samir Smriko was hired by the Twin Falls Police Department on March 15, 2012, as a full-time Police Officer.

Samir was born in Bosnia and arrived in the United States in 1994. He attended school here and graduated from Twin Falls High School.

Samir serves in the Army National Guard. He volunteered to serve in Operation Iraqi Freedom in 2006 and 2007, and Operation New Dawn in Iraq in 2010 and 2011.

Prior to his employment with our agency, Samir was employed by the Jerome County Sheriff's Office from 2008 to 2012 as a Correctional Officer and a Patrol Deputy.

During his tenure with the Twin Falls Police Department, Samir has served as a Patrol Officer, a member of the SWAT Team, an EVOC Instructor, a Field Training Officer, and a member of the Traffic Unit.

Samir has received his Basic, Intermediate and Advanced Certifications from the Idaho Peace Officer and Standards Training Council.

Samir underwent a competitive promotional process and was selected for the position of Corporal. He assumed his supervisory duties on March 30, 2019.

**Approval Process:**

N/A

**Budget Impact:**

N/A

**Regulatory Impact:**

N/A

**History:**

N/A

**Analysis:**

N/A

**Conclusion:**

Chief Craig Kingsbury, Captain Anthony Barnhart, and Lieutenant John K. Wilson will present POST certificates to Officers Jackson, Shafer, James, and Egan and Detective Wilson.

Chief Kingsbury will be formally promoting Samir Smriko to the position of Corporal before the City Council on May 6, 2019.

**Attachments:**

None



**Date:** Monday, May 6, 2019  
**To:** Honorable Mayor and City Council  
**From:** Captain Matthew Hicks, Twin Falls Police Department

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## **ACTION ITEM**

### **Request:**

**ACTION ITEM:** Request to rename the Twin Falls Police Department Operations Building to the "Craig T. Bracken Public Safety Operations Building."

### **Time Estimate:**

Approximately 20 minutes will be needed for the request and presentation, along with any additional time needed to answer any questions the City Council may have.

### **Background:**

The Twin Falls Police Department would like to dedicate the Twin Falls Police Department Operations Building to commemorate Officer Craig T. Bracken's fatal shooting that occurred on May 8, 1939. Officer Bracken made the ultimate sacrifice in serving the City of Twin Falls and this community 80 years ago while attempting the arrest of two convicted felons, Danny Williams and William Hale, who had stolen a vehicle and robbed a service station. Gunfire ensued and Officer Bracken was shot on the left side of his chest. Officer Bracken was transported to the hospital and fought to stay alive for several hours, but finally succumbed to his wounds and died on May 8, 1939.

To honor the sacrifice made by Officer Bracken and his family, we would like to name the Twin Falls Police Department Operations Building the "Craig T. Bracken Public Safety Operations Building" during a dedication ceremony on May 8, 2019, with Officer Bracken's family members present.

### **Approval Process:**

Approval by the City Council

### **Budget Impact:**

There is no budget impact.

### **Regulatory Impact:**

N/A

### **History:**

N/A

### **Analysis:**

N/A

**Conclusion:**

This request to rename the Twin Falls Police Department Operations Building has been presented and approved by the Parks and Recreation Commission as required by the City's Facility Naming Policy adopted in 2012.

The Twin Falls Police Department and the Parks and Recreation Committee recommend that the City Council approve this request based upon the information provided.

**Attachments:**

None

# Certificate of Appreciation

We, the Mayor and City Council of the City of Twin Falls, Idaho, do hereby award this certificate to

**BEN LUCAS**

in recognition of his years of service to this great City and its residents as a leader and member of the Youth Council. We do express our sincere gratitude and honor him for his demonstrated civic pride and duty, reminiscent of that of the ancient Athenians.



Awarded this  
May 6, 2019

---

Shawn A. Barigar  
Mayor

## The Athenian Oath

We will never bring disgrace to this our city by any act of dishonesty or cowardice, nor ever desert our suffering comrades in the ranks; We will fight for the ideals and sacred things of the city, both alone and with many; We will revere and obey this city's laws and do our best to incite to a like respect and reverence those who are prone to annul or set them at naught; We will strive unceasingly to quicken the public sense of public duty; That this, in all these ways, we will transmit this city, not only, not less, but greater, better and more beautiful than it was transmitted to us.



**Date:** Monday, May 6, 2019  
**To:** Honorable Mayor and City Council  
**From:** Sergeant Justin Dimond, Twin Falls Police Department

---

## **ACTION ITEM**

### **Request:**

**ACTION ITEM:** Request to hold the Teen Suicide Awareness and Prevention Color Run on May 18, 2019.

### **Time Estimate:**

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

### **Background:**

The Twin Falls City Youth Council has submitted a Special Event Application requesting to hold the Teen Suicide Awareness and Prevention Color Run on Saturday, May 18, 2019. The run will take place on the Canyon Rim Trail system from 7:00 a.m. to 2:00 p.m.

The Twin Falls Youth Council has partnered with a number of other community groups to include government agencies and local charities. The event will start near the Visitor's Center with a motivational speaker, followed by a 5K run/walk on the Canyon Rim Trail. The run/walk will include color stations where volunteers will throw different colors of powder on the runners who will be wearing white shirts.

This event is intended to bring awareness to youth mental health issues, to include suicide. The event takes place as part of a larger campaign during Mental Health Awareness Month.

There will be amplified sound at this event in the form of a public address system for speakers and pre-recorded music.

Alcohol will not be served at this event.

### **Approval Process:**

Consent by the Council

### **Budget Impact:**

There is no budget impact to the City of Twin Falls.

### **Regulatory Impact:**

N/A

### **History:**

N/A

**Analysis:**

N/A

**Conclusion:**

Relevant City Staff members have approved this Special Event Application. Staff recommends that the Council approve the Teen Suicide Awareness and Prevention Color Run based on the information provided.

**Attachments:**

None



**Date:** Monday, May 6, 2019  
**To:** Honorable Mayor and City Council  
**From:** Jarrod Bordi, Building Official

---

## **ACTION ITEM**

### **Request:**

**ACTION ITEM:** Request from Ryan Bowman of the Twin Falls School District to waive the building permit fees associated with the TFSD Elementary School vestibule upgrades.

### **Time Estimate:**

The request should take approximately 10 minutes

### **Background:**

The Twin Falls School District submitted applications for building permits to remodel the Elementary School vestibules. The Twin Falls School District has submitted a letter requesting that the building permit fees be waived for these projects. The estimated building permit fees associated with these projects are as follows:

- Permit/Plan Review fee \$7,703
- Mechanical permit fee \$795
- Electrical permit fee \$1,880
- Plumbing permit fee \$510
- **Total\$10,888**

### **Approval Process:**

Approval of this request requires a simple majority (50%+1) of the members in attendance at this meeting.

### **Budget Impact:**

Approval of this request will allow the applicant to proceed with their building permit without paying the \$10,888 in building permit fees. Please note that only applies to the building permit fees; any sewer capacity fees or impact fees will be assessed for this project.

### **Regulatory Impact:**

N/A

### **History:**

N/A

### **Analysis:**

N/A

### **Conclusion:**

Staff recommends that the Council consider the request and take whatever action the Council determines is appropriate.

**Attachments:**

1. Plan Review Fee Waiver from Ryan Bowman



**Twin Falls School District #411**  
201 Main Ave. W  
Twin Falls, ID 83301

P 208.733.6900  
F 208.733.6987  
[www.tfsd.org](http://www.tfsd.org)

**Ryan Bowman. Operations & Educational Technology Director**

April 18, 2019

City of Twin Falls - Building Department  
203 Main Ave. East  
Twin Falls, Idaho 83301

Attn: Building Official – Jarrod Bordi

Re: TFSD Elementary School Security Vestibules

Dear Mr. Bordi

In 2018 the Twin Falls School District was successful in passing a Plant Facilities Levy. One intention for this funding was the ability to add security measures to the districts aging buildings. In an effort to stretch the funding as far as possible we are asking the city to waive the plan review fees for these projects.

In 2019, we will be adding security vestibules at six Elementary schools. The projects range from minor interior improvements to exterior building additions. These project are based on a master plan that was developed to determine priority and available funding from 2019 through 2028.

Although the projects are small in square footage the impact of creating security for our community's students and educators is substantial. We look forward to working with the city of Twin Falls.

- Attached are the As Bid numbers for your review in determining plan review fees.

Sincerely,

Ryan Bowman  
Operations & Educational Technology Director



**Date:** Monday, May 6, 2019  
**To:** Honorable Mayor and City Council  
**From:** Troy Vitek, Assistant City Engineer

---

## **ACTION ITEM**

### **Request:**

**ACTION ITEM:** Request to approve an amended purchase and sale agreement between the City of Twin Falls and Katherine B. Breckenridge.

### **Time Estimate:**

Staff estimates 5 minutes to explain the request

### **Background:**

On December 13, 2018 City Council authorized approval to execute a purchase and sale agreement with Katie Breckenridge to purchase property adjacent to the Snake River Canyon Rim for the Canyon Springs Grade Rockfall Mitigation project. That agreement was executed, recorded, and the property and funds exchanged hands. Staff worked with the City Attorney to modify the original agreement and we are presenting that to council for their action. The two modifications are as follows:

- 1) The original exhibit showed a water line connection being provided to Katie's property in the south east corner. Upon further review, and at JUB Engineers recommendation, it is a better plan to relocate that water connection to the south west corner of Katie's property. This will keep the property on one pressure zone and not require a future developer to install a costly piece of equipment that the city would have to maintain indefinitely.
- 2) There was a tail ditch required to be constructed by the City with a finish date of April 1, 2019. Katie and Rob felt that the timing would be better if the tail ditch could be delayed to coincide with the Rock Fall Mitigation project but no later than June 15, 2019. Staff agreed and this revised agreement documents that change.

### **Approval Process:**

Council majority approval to allow the Mayor to execute the revised agreement

### **Budget Impact:**

The purchase has been completed with the previous agreement. No new funds are required for this modification.

### **Regulatory Impact:**

N/A

### **History:**

N/A

### **Analysis:**

N/A

**Conclusion:**

Staff recommends council authorize the Mayor to sign the revised agreement as presented.

**Attachments:**

1. 2019 - AMENDED - PURCHASE AND SALE AGREEMENT - FINAL (003)

**AMENDED  
PURCHASE AND SALE AGREEMENT**

This Amended Purchase and Sale Agreement (this “**Amended Agreement**”) is entered into as of April 29, 2019, by and between the City of Twin Falls, (“**City**”), and Katherine B. Breckenridge (“**Breckenridge**”).

**RECITALS**

WHEREAS, the City and Breckenridge entered into a Purchase and Sale Agreement dated November 13, 2018 a copy of which is attached hereto as Exhibit D; and,

WHEREAS, the City and Breckenridge agree that Exhibit B of the original Purchase and Sale Agreement should be amended to depict a new location for a proposed water stub, as recommended by JUB Engineers; and,

WHEREAS, the City and Breckenridge agree that Section 1, Paragraph J, of the original Purchase and Sale Agreement should be amended to allow the reconstruction of a drainage ditch to coincide with the construction of the Rockfall Mitigation project.

**AGREEMENT**

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

**1. PURCHASE AND SALE OF BRECKENRIDGE PROPERTY**

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

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

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

D. Closing Date. The closing shall take place upon execution of public utility easements by adjoining property owners.

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

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

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

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

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

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

J. Reconstruction of Drainage. The City agrees to reconstruct the drainage ditch inside Breckenridge's north boundary property line to accommodate irrigation and/or run-off water and to design and construct the means to direct the water when it leaves the Breckenridge property. Reconstruction of the drainage ditch will coincide with the Rockfall Mitigation project and be completed no later than June 15, 2019.

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

## **2. VACATION OF BIKE PATH/PUBLIC ACCESS EASEMENT**

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

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

### **3. ADDITIONAL CONDITIONS**

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

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

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

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

### **4. MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For CITY:

City of Twin Falls

\_\_\_\_\_  
Shawn Barigar, Mayor

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

On this \_\_\_\_\_ day of April, 2019 before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **Shawn Barigar**, known or identified to me to be the **Mayor** of the **City of Twin Falls, Idaho**, and acknowledged to me that he executed the foregoing instrument on behalf of said City, and that said City executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC

Residing:\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

For BRECKENRIDGE:

Katherine B. Breckenridge

\_\_\_\_\_

STATE OF IDAHO )  
: ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **Katherine B. Breckenridge**, and acknowledged to me that she executed the foregoing instrument.

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

\_\_\_\_\_  
NOTARY PUBLIC

Residing: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **EXHIBITS**

**Exhibit A – Legal Description and Drawing of Property**

**Exhibit B – Drawing Showing Public Sewer/Water Stubs (Revised)**

**Exhibit C – Existing Bike Path/Public Access Easement**

**Exhibit D – Original Purchase and Sale Agreement (Dated November 13, 2018)**

## Exhibit A



J-U-B COMPANIES



THE  
LANDSON  
GROUP



GATEWAY  
MAPPING  
INC.

### PARCEL DESCRIPTION for CITY OF TWIN FALLS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

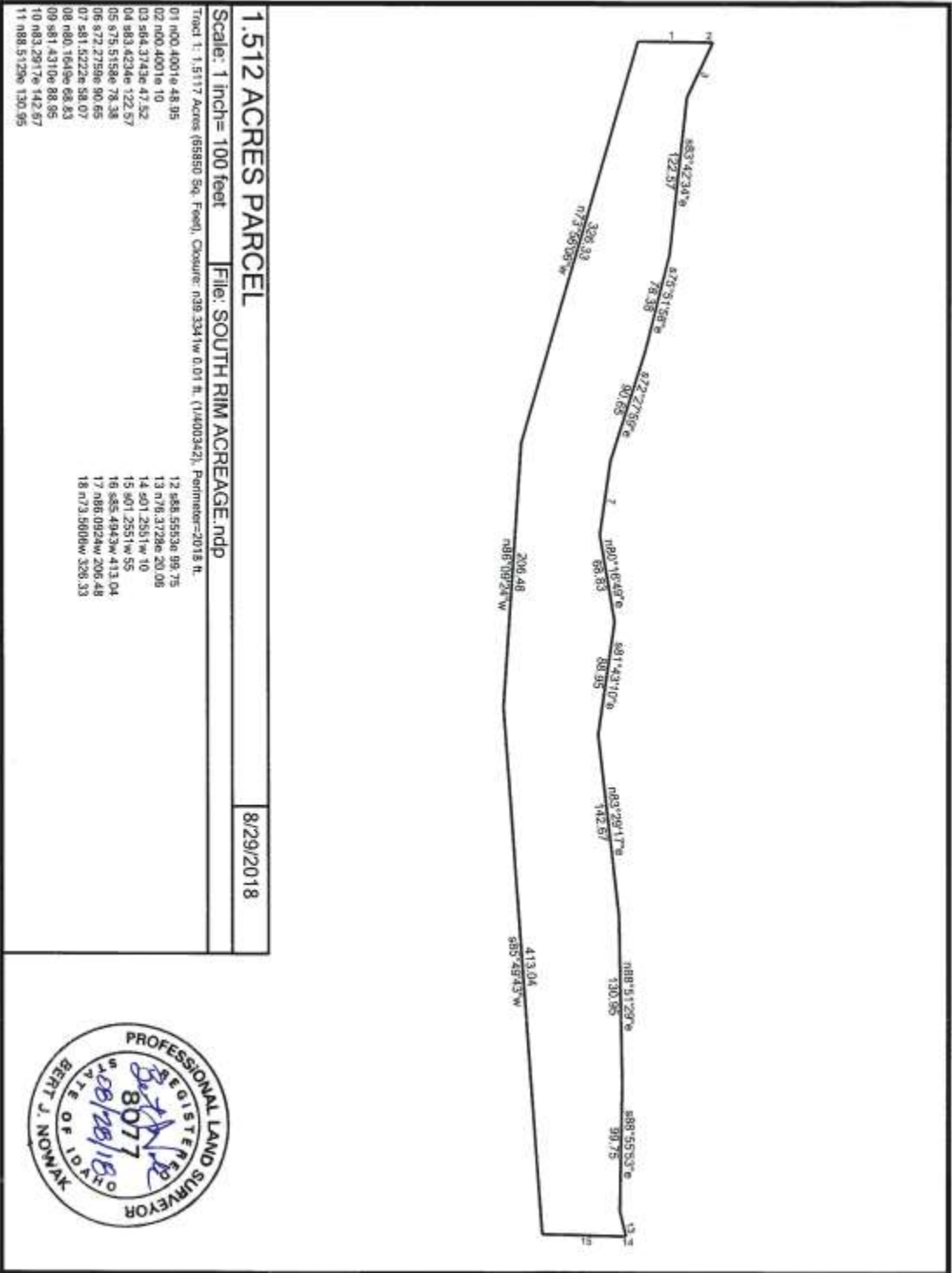
THENCE North 86°09'24" West for a distance of 206.48 feet;

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

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

Page 1 of 1





## Exhibit B (Revised)

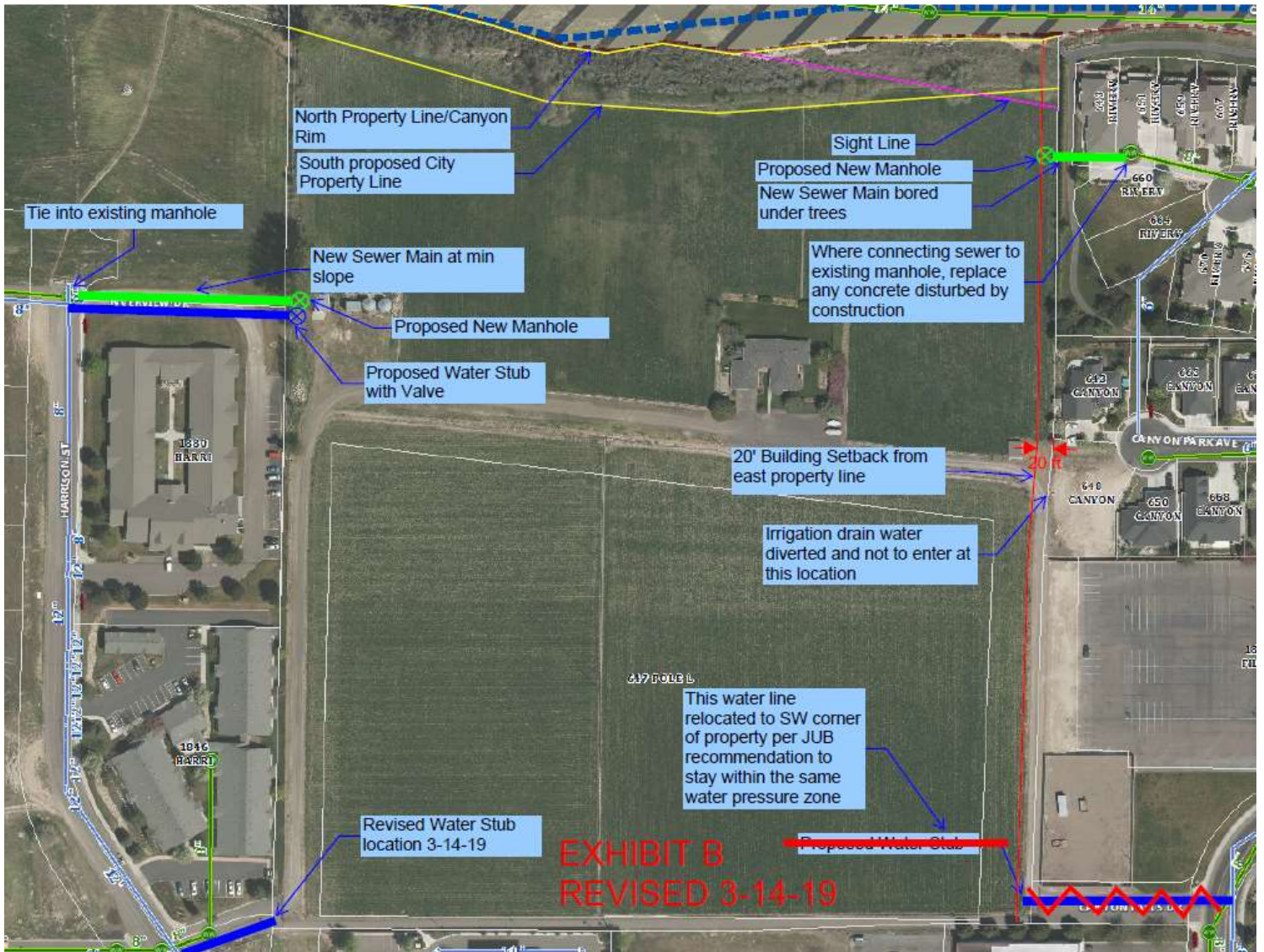


Exhibit C

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

;2087364182

# 1/ 3

TWIN FALLS COUNTY

RECORDED FOR:

TWIN FALLS, CITY OF  
11:57:46 am 03-25-2005

2005-006085

NO. PAGES: 3

FEE: \$9.00

KRISTINA GLASCOCK

COUNTY CLERK

DEPUTY: COUNDA

PUBLIC EASEMENT

ME-248  
COMP CH  
ORIGINAL #2

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

SEE ATTACHED EXHIBIT A

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

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

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

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

"GRANTOR"

"GRANTOR"

  
KATIE BRECKENRIDGE

  
SUSAN BRECKENRIDGE

EXHIBIT A

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

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

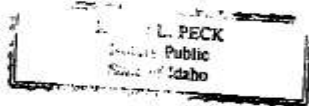
THENCE North 00°40'01" East along the West boundary of the SW ¼, SE ¼, for a Distance of 513.50 feet to the POINT OF BEGINNING;  
THENCE North 00°40'01" East along the West boundary of the SW ¼, SE ¼, for a Distance of 15.00 feet;  
THENCE North 89°29'59" East for a distance of 919.22 feet;  
THENCE South 01°25'51" West for a distance of 15.01 feet;  
THENCE South 89°29'59" West for a distance of 919.02 feet to the POINT OF BEGINNING.

Said parcel contains 0.32 acres, more or less.

STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this 1<sup>st</sup> day of February, 2005, before me,  
the undersigned, a Notary Public in and for said County and State, personally  
appeared Ruth Breckenridge, known to me to be the Grantor in the  
foregoing easement agreement, and acknowledged to me that he/she/they  
executed the same.

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



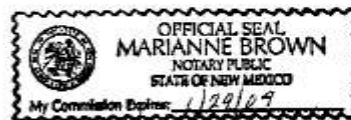
Ruth L. Peck  
Notary Public in and for Idaho  
Residing in Carey, Idaho

STATE OF NEW MEXICO )  
 ) ss.  
County of Santa Fe )

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

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

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



# Exhibit D

## PURCHASE AND SALE AGREEMENT

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

### RECITALS

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

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

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

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

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

### AGREEMENT

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

#### **1. PURCHASE AND SALE OF BRECKENRIDGE PROPERTY**

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

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

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

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

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

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

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

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

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

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

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

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

## **2. VACATION OF BIKE PATH/PUBLIC ACCESS EASEMENT**

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

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

### **3. ADDITIONAL CONDITIONS**

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

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

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

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

### **4. MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

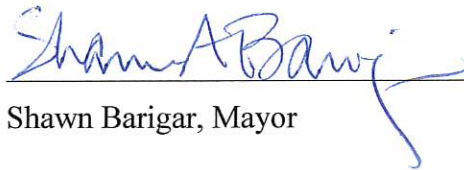
P. Further Assurances. Each of the Parties shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

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

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

For CITY:

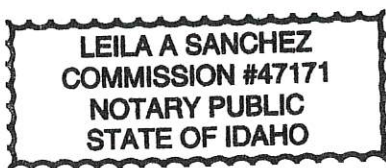
City of Twin Falls

  
Shawn Barigar, Mayor

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

On this 14<sup>th</sup> day of November, 2018 before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **Shawn Barigar**, known or identified to me to be the **Mayor** of the **the City of Twin Falls, Idaho**, and acknowledged to me that he executed the foregoing instrument on behalf of said City, and that said City executed the same.

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



  
NOTARY PUBLIC  
Residing: Twin Falls  
My Commission Expires: 5-18-2024

For BRECKENRIDGE:

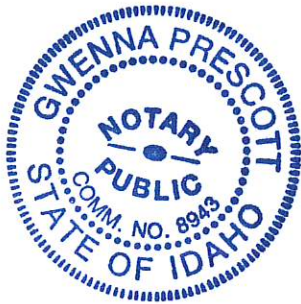
Katherine B. Breckenridge

*Katherine B. Breckenridge*

STATE OF IDAHO )  
County of Blaine ) : ss.  
~~Twin Falls~~

On this 6<sup>th</sup> day of November, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **Katherine B. Breckenridge**, and acknowledged to me that she executed the foregoing instrument.

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



*Gwenna Prescott*

NOTARY PUBLIC

Residing: Carey, ID

My Commission Expires: 7/6/2021

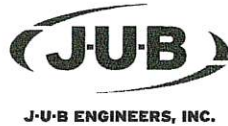
## **EXHIBITS**

**Exhibit A - Legal Description and Drawing of Property**

**Exhibit B – Drawing Showing Public Sewer/Water Stubs**

**Exhibit C –Existing Bike Path/Public Access Easement**

## Exhibit A



J-U-B COMPANIES



THE  
LANGDON  
GROUP



GATEWAY  
MAPPING  
INC.

### PARCEL DESCRIPTION for CITY of TWIN FALLS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

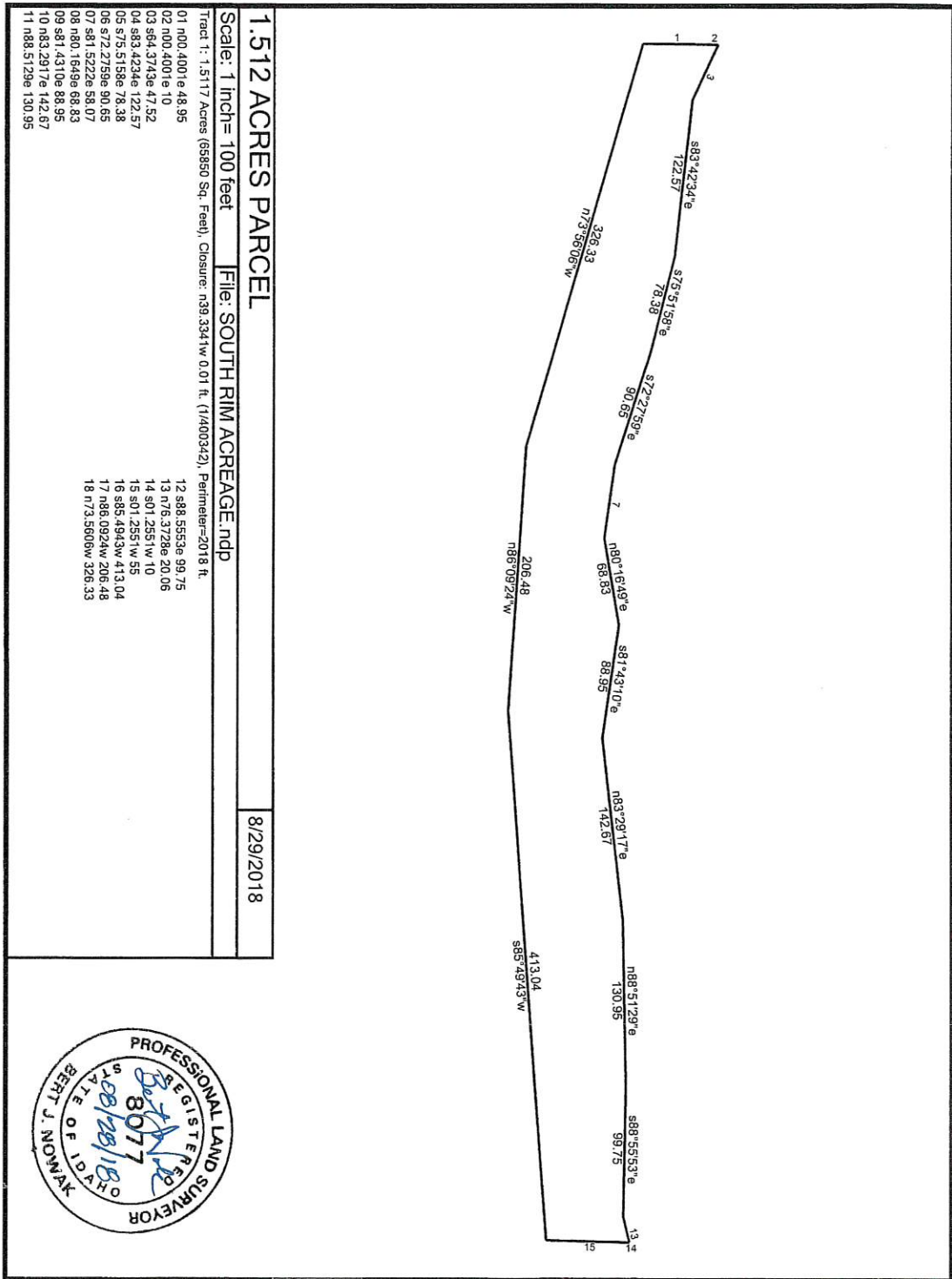
THENCE North 86°09'24" West for a distance of 206.48 feet;

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

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

Page 1 of 1





## Exhibit B



Exhibit C

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

:2087364182

# 1/ 3

TWIN FALLS COUNTY  
RECORDED FOR:  
TWIN FALLS, CITY OF  
11:57:46 am 03-25-2005  
2005-006085  
NO. PAGES: 3 FEE: 99.00  
KRISTINA GLASCOCK  
COUNTY CLERK  
DEPUTY: COUNCIL

ME-248  
COMP CH  
ORIGINAL #2

PUBLIC EASEMENT

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

SEE ATTACHED EXHIBIT A

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

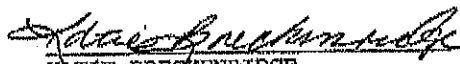
Grantor agrees not to build or permit any obstruction, building or other structure, over, on, around or about said Easement right-of-way that would interfere with Grantee's right hereunder including Grantee's right of ingress and egress for maintenance and upkeep.

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

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

"GRANTOR"

"GRANTOR"

  
KATIE BRECKENRIDGE

  
SUSAN BRECKENRIDGE



EXHIBIT A

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

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

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

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

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

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

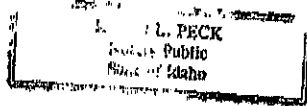
THENCE South 89°29'59" West for a distance of 919.02 feet to the POINT OF BEGINNING.

Said parcel contains 0.32 acres, more or less.

STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this 18<sup>th</sup> day of February, 2005, before me,  
the undersigned, a Notary Public in and for said County and State, personally  
appeared Ruth Breckenridge, known to me to be the Grantor in the  
foregoing easement agreement, and acknowledged to me that he/she/they  
executed the same.

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



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

STATE OF NEW MEXICO )  
 ) ss.  
County of Santa Fe )

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

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

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





**Date:** Monday, May 6, 2019  
**To:** Honorable Mayor and City Council  
**From:** Jason Brown, Environmental Engineer

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## **ACTION ITEM**

### **Request:**

**ACTION ITEM:** Request to replace and construct a new primary clarifier launder box at the wastewater treatment plant.

### **Time Estimate:**

Staff estimates this will take 10 min.

### **Background:**

The original primary clarifiers at the wastewater treatment plant were constructed in the 1960's. The launder boxes (primary effluent boxes) were apart of an improvement project in 1974. It was discovered this year that these boxes are leaking at the interconnection between the boxes and the effluent pipe.

Staff has gathered two quotes for engineering services to help design new launder boxes in the amount of \$24,178.00 with Jacobs Engineering Group. Another for the construction of the launders boxes with RSCI in the amount of \$48,082.53. For a total amount of 72,260.53.

### **Approval Process:**

City Council authorizes City staff to use wastewater reserve funds to design and construct new launder boxes with associated piping connections in the amount of 72,260.53 + 10% contingency[\$7,226.05] for a total of \$79,486.58.

### **Budget Impact:**

### **Regulatory Impact:**

Will require a budget amendment for current FY18-19 in the amount of \$79,486.58.

### **History:**

N/A

### **Analysis:**

N/A

### **Conclusion:**

Staff is asking for City Council approval to enter into contracts for design and construction of new launder boxes at the wastewater treatment plant for old primary clarifiers.

### **Attachments:**

1. Twin Falls WWTP\_PC 1 and 2 Launder Boxes\_Scope\_04102019\_Final\_Signed
2. Bid Proposal 154 - Primary Effluent Box Replacement

*Scope of Work*

# **City of Twin Falls Wastewater Treatment Plant PC 1 & 2 Launder Box Replacement**

Prepared for  
**City of Twin Falls**

April 10, 2019

Prepared by

**JACOBS** **ch2m:**

# Scope of Work

## City of Twin Falls WWTP – Primary Clarifiers 1 & 2 Launder Box Replacement

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### Project Understanding

This scope of work is developed for CH2M, now a wholly owned subsidiary of Jacobs, (Consultant) to provide design and construction observation for the demolition and construction of new launder boxes on Primary Clarifiers 1 and 2. These two clarifiers were constructed as part of the original facility in the 1961. The launder wall discharge boxes were removed from the original location and installed in the current location during a facility improvement project in 1974. The addition of the new IFAS system in the latest facility improvement project required replacement of the combined discharge box with a new wye fitting which was installed as part of the Headworks project in 2018. Investigation into an apparent leak in the area has determined that the connection between the concrete launder box and the ACM pipe on PC 2 has fractured and is leaking effluent. The scope of this project is to provide demolition design, new launder box design, perform services during construction and owner's representative services for construction for new launder boxes on PC 1 & 2.

The contract for this project will be executed by CH2M HILL Engineers, Inc., a wholly owned subsidiary of Jacobs Engineering Group Inc.

### Scope of Work—Key Assumptions

The following key assumptions were made in the compilation of this scope of work and in estimating the level of effort:

- The duration of the project is anticipated to be from an authorization date of spring 2019 and completion of all work by fall 2019, or a 3-month duration from notice to proceed.
- Design will be performed in our Boise office. Client review documents will be issued at 35%, 95% and 100% via pdf electronic transmission. Review meeting will be via telephone or Skype electronic conference call.
- Construction observation and Construction Management Owners Agent site visits are based on being on site one (1) day per week during the construction period which is assumed to be 4 weeks and that construction crews will be working 10-hour days, 4 days per week.

### Scope of Work—Project Tasks

The critical project phases, along with other critical support responsibilities, are divided into the following major tasks:

- Task 1 – Design of demolition and new construction of Launder Boxes
- Task 2 – Design Services During Construction
- Task 3 – Construction Management as Owner's Agent

#### Task 1 - Design

This task involves several subtasks as listed below and described in the following sections.

- 1.1 Review 1974 design drawing to determine current conditions. Based on original design make recommendations of how to demolish existing launder boxes to minimize damage to clarifiers.
- 1.2 Review proposed launder box construction by RSCI.

### 1.3 Provide design for new launder boxes on primary clarifiers 1 and 2.

#### Objective

The objective of this task is to provide a design for the new launder boxes on the existing clarifiers.

#### Description

The design team will provide the required drawings and specifications for the construction of new launder boxes. After review of the current design the team will determine the extent of demolition and reconstruction required. The structural engineer will make a site visit at the completion of demolition of the existing units to assess the condition of the concrete and determine if additional concrete repairs are warranted.

#### Assumptions

The proposal is based on the following assumptions:

- The record drawings for the primary clarifiers and the launder boxes accurately depict what was constructed.
- Concrete of primary clarifiers is sound and capable of carrying the loads of the new clarifier without significant repair or rework.
- Technical specifications will be provided on the drawing and no Division 0 specifications (legal requirement, bidding requirements, etc.) will be provided.

#### Work Products

The results from the Task 1 work will be presented in a drawing.

- Electronic MicroStation file and/or PDF of the design drawing(s) for City's review e-mailed or delivered to the City's Project Manager. Once approved it will be issued to the Contractor for construction.

## Task 2 – Services During Construction

This task involves several subtasks as listed below and described in the following sections.

- 2.1 Review contractor provided material submittals for approval.
- 2.2 Visit site and perform an assessment on the condition of the concrete after demolition.
- 2.3 Provide recommendations for repair of concrete if needed.

#### Objective

The objective of this task is to review materials submittals for approval, assess condition of concrete after demolition and provide additional details for repairs, if needed.

#### Description

Services during construction will follow design and will overlap the construction management phase. The engineering team will review the submittals for conformance to the design documents and will make a site visit between demolition and new construction to determine the condition of the existing concrete. Based on the condition assessment, additional concrete restoration work may be required. The design team will provide additional details for repairs, if required.

#### Assumptions

- One site visit for observation and evaluation is included in the scope of work.
- Submittal reviews will be performed in our Boise office and responded to electronically.

#### Work Products

- Submittal review forms.
- Technical memorandum discussing site visit and findings regarding concrete condition.

## Task 3 – Construction Management

### Objective

Provide limited construction observation and coordination between owner, operations and contractor during construction.

### Description

This task will be to provide limited construction observation, coordination activities, and to provide quick responses to contractor questions. Consultant will review contractor schedule and pay applications to recommend payment by owner as well as monitor progress and facilitate coordination between design team, owner, operations and contractor.

### Assumptions

- Level of effort assumes one day on site each week for 4 weeks.

### Work Products

- Site visit construction reports and photographs.
- Signed pay applications with recommendations for payment.

## Compensation

### Level of Effort

Consultant has developed this level of effort estimate based on the work plan presented herein and assumptions stated previously. The fees will be billed as a time and materials contract which will not exceed the total amount of **\$24,178** without prior approval by the City. In the event of termination of the contract by either party, the project costs incurred to date will be billed – and associated deliverables to date provided to the City.

The contract for this project will be executed by CH2M HILL Engineers, Inc., a wholly owned subsidiary of Jacobs. This work will be performed under the Terms and Conditions of the Standard Master Agreement for Professional Services dated, January 21, 2010.

The cost breakdown by task is presented in Table 1.

TABLE 1

Compensation – Subtotal of Cost per Task

| Facility Plan Task                    | Cost             |
|---------------------------------------|------------------|
| Task 1 – Design                       | \$ 7,774         |
| Task 2 – Services During Construction | \$ 2,508         |
| Task 3 – Construction Management      | \$ 12,965        |
| Expenses                              | \$ 931           |
| <b>Total Cost</b>                     | <b>\$ 24,178</b> |

The Authorized Representatives designated below are authorized to act with respect to the Task Order. Communications between the parties shall be between parties and their consultants or subcontractors shall be through the Authorized Representatives:

|                                                   |                                                                |
|---------------------------------------------------|----------------------------------------------------------------|
| For the City of Twin Falls                        | For CH2M HILL Engineers, Inc.                                  |
| Name: Jackie Fields, P.E.                         | Name: Greg Walker, P.E.                                        |
| Address: P.O. Box 1907<br>Twin Falls, ID<br>83303 | Address: 322 East Front Street<br>Suite 200<br>Boise, ID 83702 |
| Telephone: (208) 735-7273                         | Telephone: (208) 383-6432                                      |

This Task Order is effective this: \_\_\_\_\_ day of April, 2019

|                                                                                              |                                         |
|----------------------------------------------------------------------------------------------|-----------------------------------------|
| Accepted for CH2M HILL Engineers, Inc., by:                                                  | Accepted for the City of Twin Falls by: |
| Name: Mark Bowen                                                                             | Name: Jacqueline Fields                 |
| Signature:  | Signature:                              |
| Title: Vice President/Area Manager                                                           | Title: City Engineer                    |



MT 36115  
OR 68403  
NV 0032585  
ID RCE-1066  
ID 12164-U-1,2,3  
WA RECORSO33QK  
NV 67472 & 74179

## BID PROPOSAL 447-154

March 5, 2019

To: CH2M Jacobs/City of Twin Falls  
350 Canyon Springs Rd.  
Twin Falls, ID 83301

Attention: Greg Walker

Subject: Proposal for Primary Clarifier Effluent Box Replacement  
Reference: Twin Falls WWTP

Mr. Walker,

We are pleased to submit a bid proposal for the Primary Clarifier effluent box replacement as part of the Twin Falls WWTP facility.

This bid includes all labor, equipment, supervision, and other incidental costs associated with the effluent box replacement. Our bid price, anticipated schedule, exclusions and clarifications are provided below:

### **TOTAL PROPOSED BID AMOUNT: \$48,082.53**

**SCHEDULE:** Material to be included as part of this proposal will require 4 to 5 weeks of lead time prior to installation.  
3 total work weeks will be necessary to complete this work.

**CLARIFICATIONS:** This proposal includes two complete effluent box structures per RSCI's provided sketch.  
RSCI requests that CH2M Jacobs review and verify that all dimensions and material are adequate for the anticipated use of the structure.  
This proposal includes exploratory costs incurred to-date.  
This proposal assumes use of the City of Twin Falls 6" IFAS media transfer pump to lower the process water level of the IFAS influent box for installation and removal of the temporary test ball.

**EXCLUSIONS:** This proposal does not include bonding. Bonds can be added for 1% of the proposal price.

This proposal is good for 30 calendar days. RSCI reserves the right to correct any errors or omissions in our accounting.

We greatly appreciate your consideration and look forward to the potential work at the Twin Falls WWTP facility. If you have any questions regarding this proposal, please contact me at (208) 972-2715 or [connoredlund@rscigroup.com](mailto:connoredlund@rscigroup.com).

Thank you,

Connor Edlund

TWIN FALLS WWTP PHASE II EXPANSION - PCO-154 - PRIMARY CLARIFIER EFFLUENT BOX REPLACEMENT

SCHEDULE IMPACT ANALYSIS

SCHEDULE CHANGES MADE FOR IMPACT ANALYSIS:

None

IMPACT ANALYSIS:

None

IMPACT:

None

2014 TWIN FALLS PROPOSAL WAGE RATES

|                                        |         |
|----------------------------------------|---------|
| Laborer - Burdened Wage Rate           | \$38.07 |
| Carpenter - Burdened Wage Rate         | \$46.93 |
| Ironworker - Burdened Wage Rate        | \$50.72 |
| Mechanical - Burdened Wage Rate        | \$54.52 |
| Equipment Operator- Burdened Wage Rate | \$57.05 |
| Crane Operator- Burdened Wage Rate     | \$69.70 |

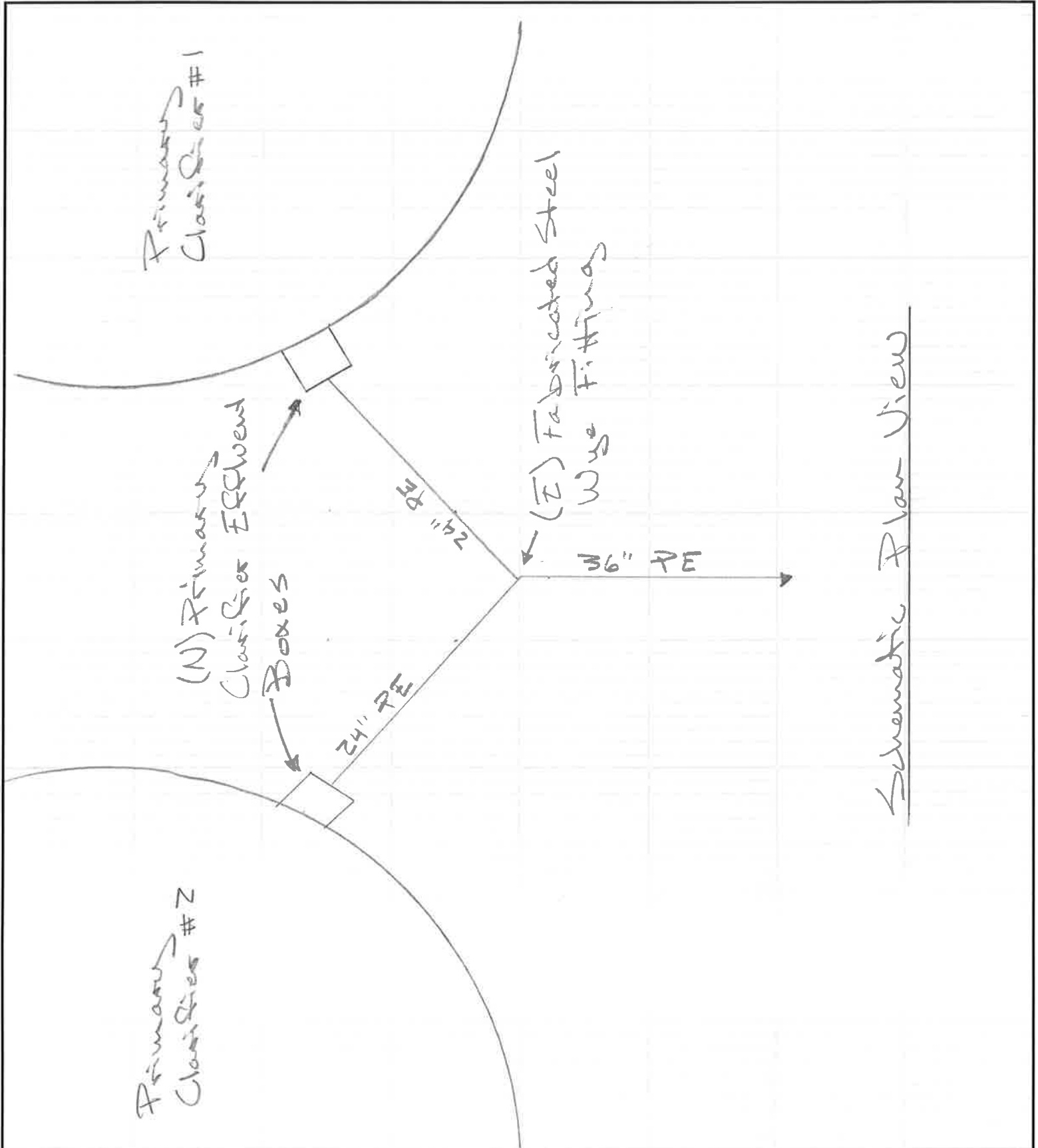
| Scope | Item                                                                        | Quantity | Unit | Mat \$/unit  | Material \$  | Prod. Rate | Total MHRS | Lab \$/Unit | Labor \$     | E&O/Unit   | Equip \$    | Other \$    | Sub \$      | TOTAL        |
|-------|-----------------------------------------------------------------------------|----------|------|--------------|--------------|------------|------------|-------------|--------------|------------|-------------|-------------|-------------|--------------|
|       | Detailed Description                                                        |          |      |              | \$ -         |            |            |             | \$ -         |            | \$ -        | \$ -        | \$ -        | \$ -         |
|       |                                                                             |          |      |              | \$ -         |            |            |             | \$ -         |            | \$ -        | \$ -        | \$ -        | \$ -         |
| 001   | TO-DATE EXPLORATORY COSTS                                                   |          |      |              | \$ -         |            |            |             | \$ -         |            | \$ -        | \$ -        | \$ -        | \$ -         |
|       | Exploratory Labor (Mechanical Laborer)                                      |          |      |              | \$ -         |            | 9.00       | \$54.52     | \$ 490.68    |            | \$ -        | \$ -        | \$ -        | \$ 490.68    |
|       | Exploratory Labor (Equipment Operator)                                      |          |      |              | \$ -         |            | 12.00      | \$57.05     | \$ 684.60    |            | \$ -        | \$ -        | \$ -        | \$ 684.60    |
|       | Equipment Rental (Kubota KX-070 Mini Excavator)                             | 2.00     | DAYS |              | \$ -         |            |            |             | \$ -         | \$254.00   | \$ 508.00   | \$ -        | \$ -        | \$ 508.00    |
|       | Equipment Rental (Skid Steer)                                               | 1.00     | DAY  |              | \$ -         |            |            |             | \$ -         | \$300.00   | \$ 300.00   | \$ -        | \$ -        | \$ 300.00    |
|       | Equipment Mobilization                                                      | 1.00     | LS   |              | \$ -         |            |            |             | \$ -         |            | \$ -        | \$ 250.00   | \$ -        | \$ 250.00    |
|       |                                                                             |          |      |              | \$ -         |            |            |             | \$ -         |            | \$ -        | \$ -        | \$ -        | \$ -         |
| 002   | EXISTING PRIMARY CLARIFIER CONCRETE REPAIRS (2 EA)                          |          |      |              | \$ -         |            |            |             | \$ -         |            | \$ -        | \$ -        | \$ -        | \$ -         |
|       | Sawcut/Demolish Existing Effluent Box Structures @ \$200/HR (Subcontractor) | 2.00     | DAYS |              | \$ -         |            |            |             | \$ -         |            | \$ -        | \$ -        | \$ 3,200.00 | \$ 3,200.00  |
|       | Concrete Material Disposal                                                  |          |      |              | \$ -         |            |            |             | \$ -         |            | \$ -        | \$ 945.00   | \$ -        | \$ 945.00    |
|       | Purchase Reinforcing (K&T Steel)                                            | 550.00   | LB   | \$ 0.65      | \$ 357.50    |            |            |             | \$ -         |            | \$ -        | \$ -        | \$ -        | \$ 357.50    |
|       | Install Reinforcing per RSCI Sketch (Carpenter)                             |          |      |              | \$ -         |            | 10.00      | \$46.93     | \$ 469.30    |            | \$ -        | \$ -        | \$ -        | \$ 469.30    |
|       | Install Lumber Formwork per RSCI Sketch (Carpenter)                         |          |      |              | \$ -         |            | 38.00      | \$46.93     | \$ 1,783.34  |            | \$ -        | \$ -        | \$ -        | \$ 1,783.34  |
|       | Purchase Lumber Forming Material & Hardware                                 |          |      |              | \$ -         |            |            |             | \$ -         |            | \$ -        | \$ 550.00   | \$ -        | \$ 550.00    |
|       | Purchase 5,000psi Concrete (Idaho Materials)                                | 4.00     | CY   | \$ 112.15    | \$ 448.60    |            |            |             | \$ -         |            | \$ -        | \$ -        | \$ -        | \$ 448.60    |
|       | Place 5,000psi Concrete (Carpenter)                                         |          |      |              | \$ -         |            | 18.00      | \$46.93     | \$ 844.74    |            | \$ -        | \$ -        | \$ -        | \$ 844.74    |
|       | Strip/Finish Concrete Formwork (Carpenter)                                  |          |      |              | \$ -         |            | 14.00      | \$46.93     | \$ 657.02    |            | \$ -        | \$ -        | \$ -        | \$ 657.02    |
|       | Equipment Rental (All-Terrain Forklift)                                     | 40.00    | HR   |              | \$ -         |            |            |             | \$ -         | \$22.00    | \$ 880.00   | \$ -        | \$ -        | \$ 880.00    |
|       |                                                                             |          |      |              | \$ -         |            |            |             | \$ -         |            | \$ -        | \$ -        | \$ -        | \$ -         |
| 003   | DEMOLISH/INSTALL 24" PE YARD PIPING                                         |          |      |              | \$ -         |            |            |             | \$ -         |            | \$ -        | \$ -        | \$ -        | \$ -         |
|       | Dewater IFAS Influent Box & Install Test Ball (Mechanical Labor)            |          |      |              | \$ -         |            | 9.00       | \$54.52     | \$ 490.68    |            | \$ -        | \$ -        | \$ -        | \$ 490.68    |
|       | Dewater IFAS Influent Box & Remove Test Ball (Mechanical Labor)             |          |      |              | \$ -         |            | 9.00       | \$54.52     | \$ 490.68    |            | \$ -        | \$ -        | \$ -        | \$ 490.68    |
|       | Equipment Rental (36" Test Ball & Nitrogen)                                 |          |      |              | \$ -         |            |            |             | \$ -         |            | \$ 593.25   | \$ -        | \$ -        | \$ 593.25    |
|       | Excavate Remaining Portions of 24" PE Line (Equipment Operator)             |          |      |              | \$ -         |            | 12.00      | \$57.05     | \$ 684.60    |            | \$ -        | \$ -        | \$ -        | \$ 684.60    |
|       | Demolish 24" PE Line to Flexible Connection (Laborer)                       |          |      |              | \$ -         |            | 24.00      | \$38.07     | \$ 913.68    |            | \$ -        | \$ -        | \$ -        | \$ 913.68    |
|       | Install 24" PE line and Fittings per RSCI Sketch (Mechanical Labor)         | 1.00     | LS   | \$ 14,270.56 | \$ 14,270.56 |            | 34.00      | \$54.52     | \$ 1,853.68  |            | \$ -        | \$ -        | \$ -        | \$ 16,124.24 |
|       | Purchase Washed Rock Material (Idaho Materials)                             | 27.50    | TON  | \$ 24.75     | \$ 680.63    |            |            |             | \$ -         |            | \$ -        | \$ -        | \$ -        | \$ 680.63    |
|       | Backfill 24" PE Line (Equipment Operator)                                   |          |      |              | \$ -         |            | 14.00      | \$57.05     | \$ 798.70    |            | \$ -        | \$ -        | \$ -        | \$ 798.70    |
|       | Equipment Rental (Kubota KX-070 Mini Excavator)                             | 1.00     | MO   |              | \$ -         |            |            |             | \$ -         | \$2,319.00 | \$ 2,319.00 | \$ -        | \$ -        | \$ 2,319.00  |
|       | Equipment Rental (Skid Steer)                                               | 1.00     | MO   |              | \$ -         |            |            |             | \$ -         | \$3,600.00 | \$ 3,600.00 | \$ -        | \$ -        | \$ 3,600.00  |
|       |                                                                             |          |      |              | \$ -         |            |            |             | \$ -         |            | \$ -        | \$ -        | \$ -        | \$ -         |
| 004   | BACKFILL & SITE RESTORATION                                                 |          |      |              | \$ -         |            |            |             | \$ -         |            | \$ -        | \$ -        | \$ -        | \$ -         |
|       | Prepare Sidewalk Base Material (Equipment Operator)                         |          |      |              | \$ -         |            | 16.00      | \$57.05     | \$ 912.80    |            | \$ -        | \$ -        | \$ -        | \$ 912.80    |
|       | Purchase Base Material (Idaho Materials)                                    | 3.50     | TON  | \$ 16.20     | \$ 56.70     |            |            |             | \$ -         |            | \$ -        | \$ -        | \$ -        | \$ 56.70     |
|       | Form/Place/Finish 4,000psi Sidewalk (Carpenter)                             | 5.00     | CY   | \$ 102.15    | \$ 510.75    |            | 24.00      | \$46.93     | \$ 1,126.32  |            | \$ -        | \$ -        | \$ -        | \$ 1,637.07  |
|       | Site Restoration Small Tools & Supplies                                     |          |      |              | \$ -         |            |            |             | \$ -         |            | \$ -        | \$ 250.00   | \$ -        | \$ 250.00    |
|       |                                                                             |          |      |              | \$ -         |            |            |             | \$ -         |            | \$ -        | \$ -        | \$ -        | \$ -         |
|       |                                                                             |          |      |              | \$ -         |            |            |             | \$ -         |            | \$ -        | \$ -        | \$ -        | \$ -         |
|       | TOTAL                                                                       |          |      |              | \$ 16,324.74 |            |            |             | \$ 12,200.82 |            | \$ 8,200.25 | \$ 1,995.00 | \$ 3,200.00 | \$ 41,920.81 |

|                                     |              |
|-------------------------------------|--------------|
| 10% Overhead Markup on M, L, E, & O | \$ 3,872.08  |
| Subtotal                            | \$ 45,792.89 |
| 5% Fee                              | \$ 2,289.64  |
| Subtotal                            | \$ 48,082.53 |

|            |              |
|------------|--------------|
| RSCI Total | \$ 48,082.53 |
|------------|--------------|



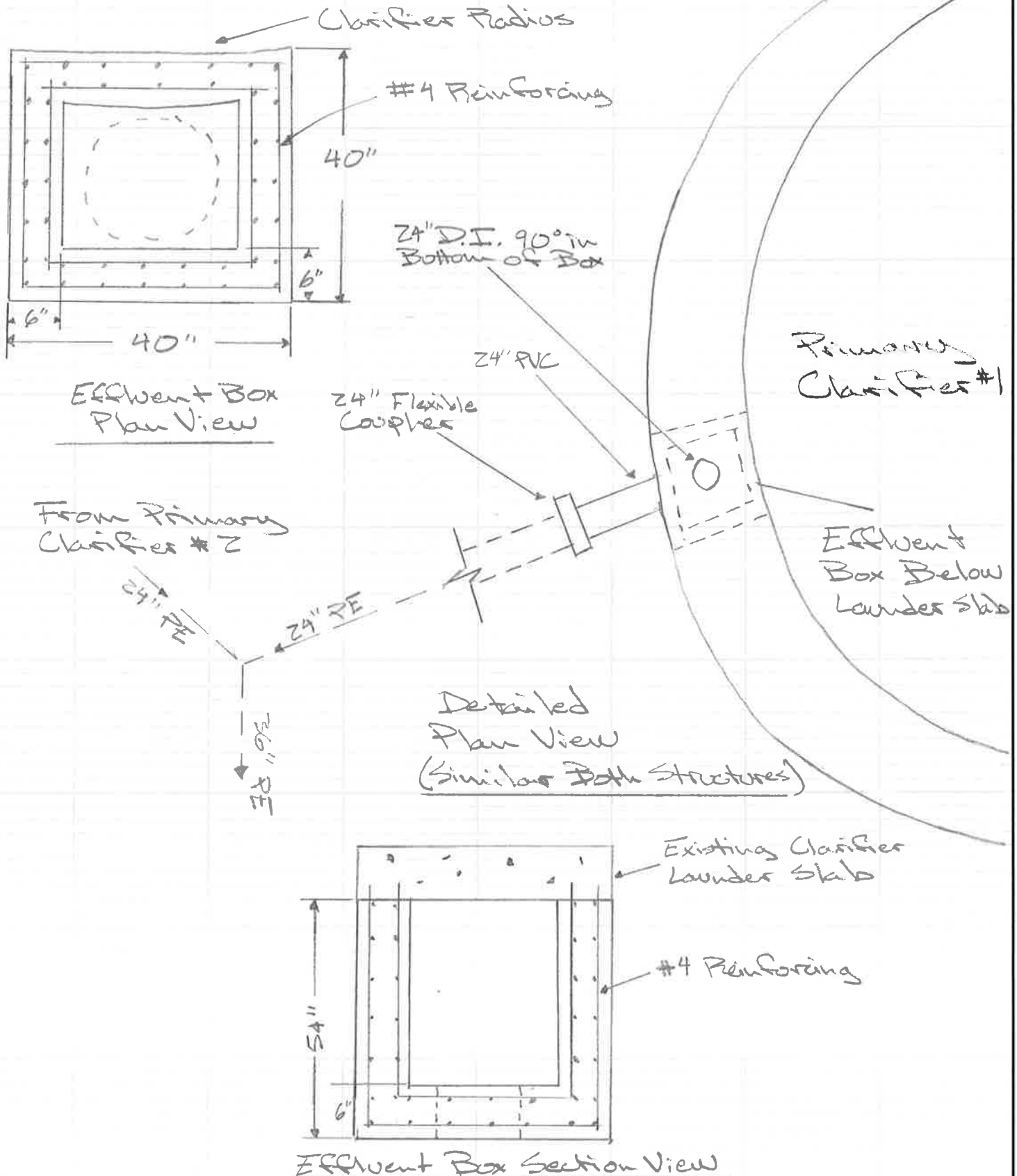
SUBJECT Twin Falls Primary Clarifier Effluent Box  
JOB NO. 447 BY C. Edlund DATE 2/18/19



Schematic Plan View



SUBJECT Twin Falls Primary Clarifier Effluent Box  
JOB NO. 447 BY C. Edlund DATE 2/18/19



**JOB: 447    Twin Falls WWTP**  
**Primary Clarifier Effluent Boxes**

| Item #        | Description                          | Qty   | UOM | Material Unit | Ext                 | Labor Unit | 1.0000 Adj | Ext          |
|---------------|--------------------------------------|-------|-----|---------------|---------------------|------------|------------|--------------|
|               | 24" C900 DR25 PVC PIPE               | 20.00 | FT  | \$ 84.53      | \$ 1,690.56         | 0.36       | 1.0000     | 7.20         |
|               | 24" MJ C153 90 BEND                  | 2.00  | EA  | \$ 1,215.00   | \$ 2,430.00         | 2.40       | 1.0000     | 4.80         |
|               | 24" MJ C153 ACC PACK                 | 4.00  | EA  | \$ 135.00     | \$ 540.00           | 2.40       | 1.0000     | 9.60         |
|               | 24" X 8'-0 DI SPOOL, CL, BIT, PEXPE  | 2.00  | EA  | \$ 2,025.00   | \$ 4,050.00         | 0.24       | 1.0000     | 0.48         |
|               | CUT 24" DI PIPE                      | 2.00  | EA  |               |                     | 4.00       | 1.0000     | 8.00         |
|               | ROMAC RC400 24.00" X 25.80" COUPLING | 2.00  | EA  | \$ 2,605.00   | \$ 5,210.00         | 2.40       | 1.0000     | 4.80         |
|               | FREIGHT (24" DI PIPE)                | 1.00  | LS  | \$ 350.00     | \$ 350.00           |            | 1.0000     | -            |
|               |                                      |       |     |               | \$ -                |            | 1.0000     | -            |
| <b>Totals</b> |                                      |       |     |               | <b>\$ 14,270.56</b> |            |            | <b>34.88</b> |



FEI 1822  
452 NORTH LOCUST GROVE RD.  
MERIDIAN, ID 83642-0000

Phone: 208-855-2040  
Fax: 208-855-2869

Deliver To:  
From: Matthew S. Sisson  
Comments:

15:14:44 MAR 01 2019

Page 1 of 2

FERGUSON WATERWORKS #1701

Price Quotation  
Phone: 208-855-2040  
Fax: 208-855-2869

Bid No: B197467  
Bid Date: 02/28/19  
Quoted By: BKA

Cust Phone: 208-887-1401  
Terms: NET 10TH PROX

Customer: RSCI  
-TWIN FALLS WWTP PH - 2-  
333 W ROSSI STE 200  
BOISE, ID 83706

Ship To: RSCI  
-TWIN FALLS WWTP PH - 2-  
333 W ROSSI STE 200  
BOISE, ID 83706

Cust PO#:

Job Name: TWIN FALLS WWTP PH - 2

| Item                | Description                                                           | Quantity      | Net Price         | UM            | Total              |
|---------------------|-----------------------------------------------------------------------|---------------|-------------------|---------------|--------------------|
| DR25BP24            | 24 C900 DR25 CL165 PVC GJ BLUE PIPE                                   | 20            | 84.528            | FT            | 1690.56            |
| MJ9LA24             | 24 MJ C153 90 BEND L/A                                                | 2             | 1215.000          | EA            | 2430.00            |
| MJAP24              | 24 MJ C153 ACC PK                                                     | 4             | 135.000           | EA            | 540.00             |
| <del>AFT50P24</del> | <del>24 CL50 CL DI FASTITE PIPE</del>                                 | <del>20</del> | <del>79.600</del> | <del>FT</del> | <del>1592.00</del> |
| SP-RRC4002580210    | ROMAC RC400 25.80X25.80 STD/EPOXY<br>24.00 X 25.80                    | 2             | 2605.000          | EA            | 5210.00            |
| PLS425S             | LS-425S LINK SEAL W/ SS NUT & BLT<br>----<br>----                     | 46            | 17.350            | EA            | 798.10             |
| FSF                 | SPECIAL FAB<br>HDPE TRUE WYE<br>24X24X36 WITH FLANGES<br>----<br>---- | 1             | 12500.000         | EA            | 12500.00           |
| MJFALA24            | 24 MJXFLG C153 ADPT L/A                                               | 2             | 675.000           | EA            | 1350.00            |
| MJFALA36            | 36 MJXFLG C153 ADPT L/A                                               | 1             | 1778.570          | EA            | 1778.57            |
| MJAP24              | 24 MJ C153 ACC PK                                                     | 2             | 135.000           | EA            | 270.00             |
| MJAP36              | 36 MJ C153 ACC PK                                                     | 1             | 331.250           | EA            | 331.25             |
| FBSETZ24            | 24 ZN FLG BLT SET<br>1-1/4 X 10-1/2 STUDS                             | 2             | 117.335           | EA            | 234.67             |
| FBSETZ36            | 36 ZN FLG BLT SET<br>1-1/2 X 12 STUDS                                 | 1             | 284.000           | EA            | 284.00             |
| FNWR1FFGA24         | 24 RR 1/8 FF 150# GSKT                                                | 2             | 26.485            | EA            | 52.97              |
| R150FFGA36          | 36 RR 1/8 FF 150# GSKT<br>----<br>----                                | 1             | 32.000            | EA            | 32.00              |
| FSF                 | SPECIAL FAB<br>24" X 8'0 PE X PE W/ SEEP RING                         | 2             | 2025.000          | EA            | 4050.00            |

Net Total: \$33144.12  
Tax: \$0.00  
Freight: \$350.00  
Total: \$33494.12

Fax: 208-855-2869

15:14:44 MAR 01 2019

**Reference No:** B197467

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>  
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



Rentals & Sales, Inc.

www.prorentalsandsales.com

2634 Addison Ave E.  
Twin Falls, ID 83301  
208-736-1836 • Fax 736-5030

Remit All Payments to:  
2634 Addison Ave E.  
Twin Falls, ID 83301

Additional Idaho Locations  
Blackfoot Boise  
Idaho Falls North Pocatello  
Idaho Falls South Rexburg  
Pro Equip Sales - Idaho Falls

Oregon Location - Bend, OR

11-951153-4

INVOICE

|               |                   |
|---------------|-------------------|
| Rent Date:    | 12/5/2018 9:30 AM |
| Invoice Date: | 12/25/2018        |
| Payment Due:  | 1/24/2019         |
| Order Terms:  | Net 30            |
| PO #:         | 478               |
| Job #:        |                   |

Customer Information

RSCI  
333 W ROSSI ST, SUITE 200  
BOISE, ID 83706

Ship To: Waste Water Treatment Plant

50 N 100 W  
Jerome, ID 83338

|          |                          |                |                |
|----------|--------------------------|----------------|----------------|
| Ship VIA | Customer Drivers License | Work Phone #   | Cell Phone #   |
|          |                          | (208) 887-1401 | (208) 972-7477 |

| Customer #                        | Authorized Contact Name | Contact Phone # | Sales Person Name | Employee Name |           |           |                                     |           |
|-----------------------------------|-------------------------|-----------------|-------------------|---------------|-----------|-----------|-------------------------------------|-----------|
| 47482                             |                         |                 | Walk In           | Chris Santino |           |           |                                     |           |
| Description                       | Qty Out                 | Qty. In         | Daily             | Weekly        | Monthly   | Per Unit  | Taxable                             | Extended  |
| MINI EXCAVATOR, KUBOTA KX040 W/TH | 1                       | 1               | \$254.00          | \$851.00      | \$2319.00 | \$2319.00 | <input checked="" type="checkbox"/> | \$2319.00 |

Item ID: 6173

<-- Rental -->

Rent Date: 12/5/2018 9:30 AM

Serial: 21714

Fuel Charges: 0.000 @ \$6.00

\*\* Interval Out: 1592.300 - In: 1592.300 - Used: 0.000

0.000 Units Billed @ \$0.00

Charges:

Environmental Fee - Idaho

\$0.00

\$0.00

\$46.38

<<< CYCLE BILLED FOR 12/05/2018 THROUGH 01/02/2019 >>>

THANK YOU FOR YOUR BUSINESS! CUSTOMER IS RESPONSIBLE FOR FUEL, GLASS AND TIRE DAMAGES.

Order Notes:

Josh 208-481-1023

Order Terms:

Terms For This Store. Prints On the Order.

Customer Signature

X

Customer Signature

Customer Name (Printed)

Date

HOURS:  
MONDAY-FRIDAY 7:30AM-5:30PM  
SATURDAY 8:00AM-4:00PM  
CLOSED SUNDAY



|                     |            |
|---------------------|------------|
| Rental Charges:     | \$2,319.00 |
| Additional Charges: | \$46.38    |
| Sub Total:          | \$2,365.38 |
| Tax:                | \$141.92   |
| Order Total:        | \$2,507.30 |
| Amount Paid:        | \$0.00     |
| Amount Due:         | \$2,507.30 |

R 12.0.1

**THIS IS A CONTRACT**

THE WORDS RENTER, BUYER, YOU AND YOURS MEANS THE PERSON WHO SIGNS THIS CONTRACT (OR ARE OBLIGATED UNDER ITS TERMS). WE, OUR AND DEALER REFER TO THE BUSINESS NAMED AT RIGHT.



851 Main Ave. E. • Twin Falls, ID 83301

**208-734-4350****TERMS: CASH IN ADVANCE**

ESTABLISHED OPEN ACCOUNTS ARE DUE AND PAYABLE NET 10TH OF THE MONTH, PAST DUE ACCOUNTS BEAR LATE PAYMENT PENALTIES AT 1 1/2% PER MONTH.

X

SIGNATURE

X

PLEASE PRINT

THANK YOU FOR YOUR BUSINESS.  
WE LOOK FORWARD TO SERVING YOU AGAIN.

Customer ID=====Contract Number  
180348 CONTRACT CLOSING 01-214940-02

01/31/19

RSCI  
333 WEST ROSSI ST  
BOISE ID 83706

RSCI  
333 WEST ROSSI ST  
BOISE, ID 83706

208-887-1401

P/O number: 447E

Deliv: THU 01/31/19  
Out: THU 01/31/19 07:51  
In: THU 01/31/19 15:00

| Item No.  | Qty  | Description                                   | Rate    | Info   | Unit   | Extended |
|-----------|------|-----------------------------------------------|---------|--------|--------|----------|
| 0170-0031 | 1    | SKID STEER/TRACK                              | 5K      | 300.00 | 300.00 | 300.00   |
| 01-0001   |      | Serial number: NHM428935                      |         |        |        |          |
|           |      | Rates: 210.00/4h 300.00/d 1200.00/w 3600.00/m |         |        |        |          |
| 2015-0020 | 20.0 | .DIESEL, 1/10 PER GAL                         | 2015-20 |        | 0.45   | 9.00     |
|           |      | Sold on: THU 01/31/19 16:15                   |         |        |        |          |

| Receipts Summary            |            |        | Summary        |                 |
|-----------------------------|------------|--------|----------------|-----------------|
| Date                        | Seg Method | Ref/PO | Amount         |                 |
| 01/31/19                    | 02 Charge  |        | 387.00         |                 |
|                             |            |        | GENERAL RENTAL | 300.00          |
|                             |            |        | FUEL           | 9.00            |
| >>>>>Amt Due this Invoice:  |            |        | 387.00         | Pickup/Delivery |
| Total Unpaid this Contract: |            |        | 387.00         | ID SALES        |
|                             |            |        |                | 60.00           |
|                             |            |        |                | 18.00           |
|                             |            |        | Total          | 387.00          |

I, the undersigned renter, specifically acknowledge that I have received and understand the instructions regarding the use and operation of the rented equipment.  
Renter further acknowledges that he has read and fully understands the within equipment rental contract and agrees to be bound by all of the terms, conditions and provisions hereof. Renter acknowledges that he has received a true and correct copy of this agreement at the time of execution hereof.

I accept/decline the damage waiver, as provided on the reverse side and agree to pay the above described additional charges therefor.

IF DECLINED  
PLEASE INITIAL

RETURN

EQUIPMENT BY:

THU 01/31/19 15:00

THIS IS YOUR CONTRACT. READ BOTH SIDES BEFORE SIGNING.

Pg Sales Agent:

Date: Customer:

Contract:

## Connor Edlund

---

**From:** Kirk Bowman  
**Sent:** Monday, March 04, 2019 3:13 PM  
**To:** Connor Edlund  
**Subject:** FW: 36" TEST BALL

**Categories:** Accounting

FYI

---

**From:** Brent.Almond@Ferguson.com [mailto:Brent.Almond@Ferguson.com]  
**Sent:** Monday, March 04, 2019 1:51 PM  
**To:** Kirk Bowman  
**Subject:** 36" TEST BALL

KIRK, THE RENTAL ON THE 36" LOW PRESSURE DEAD BALL IS \$ 966.00 PER MONTH PLUS \$ 126.00 MONTH FOR THE HOSE RENTAL. FREIGHT WOULD NOT APPLY IN YOUR SITUATION. THANKS BRENT