



Twin Falls City Council Agenda

Monday, July 22, 2019, 5:00 PM

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

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

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) PROCLAMATIONS: None
- 4) GENERAL PUBLIC INPUT
- 5) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve the Accounts Payable for July 11 thru 17, 2019.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve the July 15, 2019, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to approve Findings of Fact and Conclusions of Law: Canyon Properties LLC Vacation.
By: Jonathan Spendlove, Planning & Zoning Director
 - d) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing Fieldwood Subdivision, a PUD.
By: Troy Vitek, Assistant City Engineer
 - e) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing Canyon Trails Subdivision No. 8 (Phase 8A & 8B).
By: Troy Vitek, Assistant City Engineer
 - f) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing Grandview Estates Subdivision (Phase 3A & 3B).
By: Troy Vitek, Assistant City Engineer
- 6) ITEMS OF CONSIDERATION
 - a) **PRESENTATION:** Presentation of the Twin Falls Code Enforcement's 2018 Annual Report.
By: Sean Standley, Code Enforcement Coordinator
 - b) **PRESENTATION:** Presentation of the Twin Falls Fire Department's 2018 Annual Report.
By: Les Kenworthy, Fire Chief

- c) **PRESENTATION:** Presentation of the Twin Falls Police Department's 2018 Annual Report.
By: Chief Craig Kingsbury, Twin Falls Police Department
- d) **PRESENTATION:** Presentation of the City Manager's Recommended Budget for FY 2020 followed by citizen input. The presentation will focus on the Learning Community and Secure Community focus areas of the Strategic Plan.
By: Brian Pike, Deputy City Manager
- 7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS
- 8) PUBLIC HEARINGS: None
- 9) ADJOURNMENT

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

Public Input Procedures

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

Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor or Chairman shall review the public hearing procedures.
2. Individuals wishing to testify or speak before the City Council or Planning & 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, July 15, 2019, 5:00 PM

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

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

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

Absent: None

Staff Present: Deputy City Managers Mitch Humble & Brian Pike, City Attorney Shayne Nope, Police Chief Kingsbury, Fire Chief Kenworthy, CFO Lorie Race, Budget Coordinator Mat Farnes, Grant & Community Relations Mandi Thompson, Water Superintendent Rob Bohling, Information Technology Manager Kathy Markus, City Engineer Mark Holtzen, Staff Engineers Josh Baird & Erin Steele, WWC Superintendent Doug Gonzales, P&Z Director Jonathan Spendlove, City Planner Steve O'Connor, Public Works Director Jon Caton, Code Enforcement Coordinator Sean Standley, UB Supervisor Bill Baxter, Airport Manager Bill Carberry, HR Director Gretchen Scott, Desktop Support Jeremiah Parent, Finance Administrative Assistant Amy Luna.

Mayor Barigar called the meeting to order at 5:00 PM. A quorum was present.

2) PLEDGE OF ALLEGIANCE

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

3) PROCLAMATIONS: None

4) GENERAL PUBLIC INPUT

Citizen Milam Crane spoke about the City of Twin Falls going smoke-free.

Citizen Morgan Crane spoke in support of a Smoke-Free Twin Falls.

Mayor Barigar gave a brief explanation of the status of the Smoke-Free Twin Falls initiative.

5) CONSENT CALENDAR

Mayor Barigar requested that item 5(f) be voted on separately.

Council Member Reid requested that item 5(c) be voted on separately.

MOTION: Council Member Lanting moved to approve the Consent Calendar items 5(a,b,d & e) as presented.

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

MOTION: Council Member Lanting moved to approve the Consent Calendar Item 5(c) as presented. **Council Member Pierce** seconded the motion. Roll call vote showed all members present voted on the motion. 6 to 0 with Council **Member Reid** abstaining.

MOTION: Vice Mayor Boyd moved to approve the Consent Calendar Item 5(f) as presented. **Council Member Reid** seconded the motion. Roll call vote showed all members present voted on the motion. 6 to 0 with **Mayor Barigar** abstaining.

- a) **ACTION ITEM:** Request to approve the Accounts Payable for June 27 through July 10, 2019.
- b) **ACTION ITEM:** Request to approve the July 1, 2019, City Council Minutes.
- c) **ACTION ITEM:** Request to approve the July 8, 2019, City Council Minutes.
- d) **ACTION ITEM:** Request to approve the 8th Annual Magic Valley Beer Festival.
- e) **ACTION ITEM:** Request to hold the Rim 2 Rim Event on September 14, 2019.
- f) **ACTION ITEM:** Request to hold the Twin Falls Chamber Mini Masters event on August 16, 2019.

6) ITEMS OF CONSIDERATION

- a) **ACTION ITEM:** Request to appoint nine volunteers to serve on the Source Water Protection Committee.
Water Superintendent Bohling requested to appoint nine volunteers to serve on the Source Water Protection Committee.

List of members:

Chris Talkington-Council Member
Jonathan Spendlove-City P&Z
Jon Laux-County P&Z
Brian Ahrens-Jerome City Water
Mark Holtzen-City of Twin Falls Engineer
Robert Bohling-Twin Falls City Water Drew
Foster-Twin Falls City Water
Chris Johnson-IRWA Source Water Specialist
John Kapeleris-Citizen of Twin Falls

MOTION: Council Member Pierce moved to approve the request to appoint nine volunteers to serve on the Source Water Protection Committee. **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- b) **ACTION ITEM:** Request to change the design of the Archway from Option 1 (lava rock veneer canyon walls) to Option 2 (weathering steel sculptured canyon walls) and request permission to begin the bid process.

ITC Manager Markus requested to change the design of the Archway from Option 1 (lava rock veneer canyon walls) to Option 2 (weathering steel sculptured canyon walls) and request permission to begin the bid process.

Archway Project Citizens Advisory Member Rex Lytle made a short presentation of the two options.

Discussion ensued on the following:

Council Member Hawkins: What is the cost difference between the two materials? Would we get a bid price for each option before making the decision?

Vice Mayor Boyd: Would the etching add to the price?

Archway Project Citizens Advisory Member Leonard Anderson: Gave input on why the committee chose option #2.

Council Member Talkington: Are there any special needs for the base for both of the options?

Deputy City Manager Humble: Spoke about the cost of the project.

IT Director Markus: Acknowledged the individual/Business that has donated over \$1,000.00 to date.

MOTION: Council Member Talkington moved to approve the request to change the design of the Archway from Option 1(lava rock veneer canyon walls) to Option 2 (weathering steel sculptured canyon walls) and request permission to begin the bid process. **Vice Mayor Boyd** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- c) **ACTION ITEM:** Request to consider allowing Contractor to execute a full closure of the intersection of Falls Avenue East and Eastland Drive North for up to 4 weeks and closure of Falls Avenue East for an additional 4 weeks as part of the Eastland - Falls Intersection project.

Staff Engineer Baird requested to consider allowing Contractor to execute a full closure of the Intersection of Falls Avenue East and Eastland Drive North for up to 4 weeks and closure of Falls Avenue East for an additional 4 weeks as part of the Eastland - Falls Intersection project.

Discussion ensued on the following:

Council Member Talkington: Beet haul question. Spoke in favor of the closing of this road. Can we bank on them finishing in this time frame?

Mayor Barigar: Verified the start date of the project is August 1st.

Council Member Hawkins: Would there be cost savings to the City with this option?

Vice Mayor Boyd: Where would the detours be?

Council Member Lanting: Where are we looking to put signage?

Mayor Barigar: Spoke in favor of this shortened construction time. Asked that they include signage for visitors to get to Shoshone Falls.

MOTION: Vice Mayor Boyd moved to approve the request to consider allowing Contractor to execute a full closure of the Intersection of Falls Avenue East and Eastland Drive North for up to 4 weeks and closure of Falls Avenue East for an additional 4 weeks as part of the Eastland-Falls Intersection project.

Council Member Pierce seconded the motion. Roll call vote showed all members present voted. 6 to 1.

- d) **PRESENTATION:** Presentation on the finances of the City of Twin Falls for nine months of the fiscal year 2018-2019. This presentation will be an overview of the tax-supported funds and the three major enterprise funds: Water, Wastewater and Sanitation.

Chief Financial Officer Lorie Race made a presentation on the finances of the City of Twin Falls for nine months of the fiscal year 2018-2019.

Discussion ensued on the following:

Mayor Barigar: What were the additional recycling dollars? (Almost \$133,000.00)

Council Member Lanting: Are the Cable funds for TV and the Internet or just TV?

Council Member Talkington: Are there any funds that are out of whack at this point?

Mayor Barigar: thanked Mrs. Race for her presentation.

Mayor Barigar called for a five in minute recess and then we will do the Public Hearing and then the Budget Item. Recess at 6:00 pm. Reconvened at 6:07 pm.

7) PUBLIC HEARINGS

- a) **ACTION ITEM:** Request to vacate platted easements and dedicated right of way within lots, 5, 6, 7, 9, and 10, Block 14 in the Canyon Trails Subdivision No. 5 located at 1725 Park View Drive c/o EHM Engineers, on behalf of Canyon Properties, LLC. (PZ19-0042)

City Planner O'Connor requested to vacate platted easements and dedicated right of way within lots, 5, 6, 7, 9 and 10, Block 14 in the Canyon Trails Subdivision No. 5 located at 1725 Park View Drive c/o EHM Engineers, on behalf of Canyon Properties, LLC. (PZ19-0042).

Discussion ensued on the following: None

Public Input Opened (6:13 PM):

Public Input Closed (6:14 PM):

MOTION: Council Member Talkington moved to approve the request to vacate platted easements and dedicated right of way within lots, 5, 6, 7, 9 and 10, Block 14 in the Canyon Trails Subdivision No. 5 located at 1725 Park View Drive c/o EHM Engineers, on behalf of Canyon Properties, LLC., including the staff & commission recommendations, (PZ19-0042). **Council Member Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

6) ITEMS OF CONSIDERATION continued

- e. **PRESENTATION:** Presentation of the City Manager's Recommended Budget for FY 2020 followed by citizen input. The presentation will focus on the Environmental Community, Prosperous Community, and Responsible Community focus areas of the Strategic Plan.

Deputy City Manager Humble made a presentation of the City Manager's Recommended Budget for FY 2020 focusing on the Environmental Community, Prosperous Community and Responsible Community focus areas of the Strategic Plan, followed by citizen input.

Deputy City Manager Humble gave a recap of last week's information:

Council Member Lanting: The total impact to the homeowner would be \$7.03?

Council Member Lanting: What portion of our budget would be dedicated to Streets? (13% of tax-supported funds)

Council Member Reid: We are the 8th largest city in Idaho, are these the Cities shown on the slide?

(5) Environmental Community

City Engineer O'Connor spoke about the Bee City USA & Monarch City USA.

Will be presenting a resolution to the City Council at a later date.

Council Member Talkington: Asked if any other cities are doing this at this time.

Cliff Bar Rep Bill Ducommun: Spoke in favor of this resolution and explained their plans for a bee & butterfly habitat.

Water Distribution Senior Operator Dustin Petersen presented the Water Supply Budget items:

Mainline Replacement - \$250,000.00

Meter Replacement - \$332,615.00 (have 17,000 in the City, replacing approx. 1600 per year)

F-650 Line Truck - \$140,000.00 (replacement/Upgrade)

Mayor Barigar: Do we have a good estimate on how many lines are at or exceeded the 90-year life expectancy?

Water Distribution Superintendent Bohling: Gave a brief explanation of the replacement process at this time.

Council Member Hawkins: Is there an exact plan for the \$250,000.00 that is being included in this budget?

Water Distribution Superintendent Bohling: Explained what the dollars could be used for.

Council Member Talkington: Are the new meter's more accurate?

Water Distribution Superintendent Bohling presented the Water Distribution Budget Items;

Well #5 Piping - \$300,000.00

New Airport Well - \$150,000.00

Hankins Pressure Zone Expansion - \$400,000.00

Waste Water Collection Superintendent Doug Gonzalez presented the Waste Water Collections Budget:

Mainline Upgrades - \$200,000.00 (should be spending \$3.3M annually)

CCTV Van & Camera - \$215,000.00 (addition to the fleet)

Jet Truck - \$260,000.00 (addition to the fleet)

Mayor Barigar: Do the mainlines have a life expectancy as well?

Council Member Reid: What was the dollar amount that should be spent on all mainlines?

Council Member Hawkins: Retrofitting Existing Stations, is this for PSI stations?

(6) Prosperous Community

Economic Development Murray: presented on the **Economic Development** Partnerships.

(7) Responsible Community

Grant & Community Relations Officer Mandi Thompson: presented on **Responsible Community Recycling Program:**

Stay the Course or Reevaluate? What do you want to do with the recycling program?

FY 2019 - \$175/ton Market cost

\$7.5/ton surcharge for contamination levels above 15%

(Would have been \$3,971.00 first 4 months)

Mayor Barigar: When is the decrease in recycling measured?

Council Member Talkington: Asked what the potential cost of recycling plastics for road resurfacing?

Council Member Hawkins: Asked if we could just recycle certain items.

Utility Services Director Baxter: Explained which items would generate the most revenue.

Council Member Hawkins: Aluminum gets shipped to Kentucky? So the shipping costs are greater?

Council Member Reid: Asked to have a follow-up public conversation on recycling.

Council Member Lanting: Agrees with Council Member Reid on the recycling conversation. Leaning toward the cardboard and aluminum as the recycling items. Would like to hear from the public.

Council Member Pierce: Would like to have citizen input and would like to see the numbers for each recycling category.

Mayor Barigar: Clarified what the Council would like to see in the future.

Council Member Reid: Spoke about being good stewards and are we being or not?

Council Member Lanting: What about having an aluminum processing plant in Twin Falls?

Council Member Talkington: Spoke about our impact on the contribution to the landfill. What can we do to reduce use?

Economic Development Director Nathan Murray: Answered Council Member Lanting's question about an aluminum processing plant in Twin Falls.

Grant & Community Relations Officer Mandi Thompson: Presented the ways that the departments are going paperless.

Water Distribution Superintendent Bohling presented the Water Master Plan Addendum.

Council Member Lanting: Incentives to change to paperless billing?

Council Member Hawkins: Not interested in charging the elderly for not going paperless.

7) GENERAL INPUT/ADVISORY BOARDREPORT/ANNOUNCEMENTS

Vice Mayor Boyd talked about the City Website.

8) ADJOURNMENT

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

MOTION: Vice Mayor Boyd moved to adjourn to Executive Session 74-206(1)(c) to acquire an interest in real property which is not owned by a public agency; and, 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.

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

The meeting adjourned at 08:05 PM

Amy Luna, Administrative Assistant Finance



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:

Vacation Application,

Canyon Properties, LLC
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 **July 15, 2019** for public hearing pursuant to public notice as required by law for Vacation of **platted easements and dedicated right of way within lots 5, 6, 7, 9, and 10, Block 14 in the Canyon Trails Subdivision No. 5 located at 1725 Park View Drive** 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 lots 5, 6, 7, 9, and 10, Block 14 in the Canyon Trails Subdivision No. 5 located at 1725 Park View Drive.**
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: **June 27, 2019 and July 4, 2019**
3. The property in question is zoned **C-1 PUD** pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as **Commercial** 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, **Commercial and Residential**; to the south, **Medical (St. Lukes)**; to the east, **Bank** 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 lots 5, 6, 7, 9, and 10, Block 14 in the Canyon Trails Subdivision No. 5 located at 1725 Park View Drive** is consistent with the purpose of the **C-1 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 **C-1 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 lots 5, 6, 7, 9, and 10, Block 14 in the Canyon Trails Subdivision No. 5 located at 1725 Park View Drive** 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 lots 5, 6, 7, 9, and 10, Block 14 in the Canyon Trails Subdivision No. 5 located at 1725 Park View Drive** 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.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

Exhibit No. A

1. **Subject to continued compliance with all local, state, and federal code requirements and other standards as applicable.**

APPLICATION #: **PZ19-0042**



Date: Monday, July 22, 2019
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to accept the Improvement Agreement for the purpose of developing Fieldwood Subdivision, a PUD.

Time Estimate:

N/A

Background:

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

Approval Process:

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

Budget Impact:

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

Regulatory Impact:

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

History:

N/A

Analysis:

N/A

Conclusion:

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

Attachments:

1. Improvement Agreement

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

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

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

WHEREAS, Developer desires to develop said real property for the following purposes: Mixed Use.

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

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

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

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

W I T N E S S E T H

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

I.

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

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

II.

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

a. Surety Bond

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

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

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

III.

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

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

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

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

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

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

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

IV.

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

X.

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

XI

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

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

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

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

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

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

XII.

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

PUBLIC WAYS

(a) Required Improvements

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

- (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A tract of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to arterial and collector streets. Within that tract the developer shall install landscaping six feet (6') in depth with a sprinkler system and with grass and trees behind the curb line and shall also install a five foot (5') sidewalk. The landscaping will be maintained by the city and funded through a fee added to the water bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. TFCC §10-12-4.2(O).
- (8) Street signs and traffic control devices on all public streets.
- (9) Street lights as determined by City policy for street light installation.

(b) City Costs

- (1) The cost of any street signs or traffic control devices installed by the City on new or existing streets.
- (2) The cost of any required street lights (standard luminaires mounted on a wood pole). The Developer shall pay the extra cost of any decorative luminaries or poles. Prior approval will be required, and the cost of maintenance, replacement and power usage will be considered.

(c) Required Inspections and Testing

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

WATER SYSTEM

(a) Required Improvements

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

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

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

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

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

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

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

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

(b) City Costs

- (1) None.

(c) Required Inspections

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

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

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

(b) City Costs

- (1) None.
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

DRAINAGE SYSTEM

- (a) Required Improvements
 - (1) Any valley-gutters, ditching, grading or other surface drainage facilities necessary to convey any storm run-off originating from or traversing across the proposed development over the land surface to a point of retention, detention or discharge approved by the City Engineer.
 - (2) Any catch basin, storm sewer and other sub-surface drainage facilities necessary to convey any storm run-off, originating from or traversing across the proposed development, to a point of retention, detention or discharge approved by the City Engineer, that cannot, in the City Engineer's opinion, be conveyed over the land surface without causing damage to public or private property or without being an unreasonable inconvenience or hazard to a private individual, a group of individuals or the general public.
- (b) City Costs
 - (1) None.
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

GRAVITY IRRIGATION SYSTEM

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

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

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

PRESSURE IRRIGATION SYSTEM(a) Required Improvements

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

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

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

SPECIAL FEATURES

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

a) Required Improvements

b) City Costs

(1) None.

XIII.

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

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

XIV.

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

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

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

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

XV.

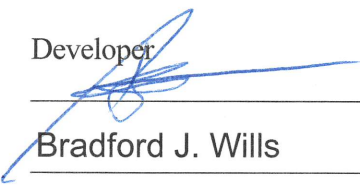
This agreement shall bind the parties hereto, their heirs, successors in interest, and lawful assigns.

XVI.

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

Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk_____
Mayor_____
Developer

Bradford J. Wills

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

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

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

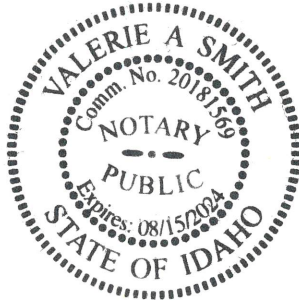
Notary Public for Idaho
Residing at Twin Falls, Idaho

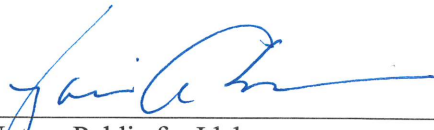
CORPORATION

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

On this 6TH day of MAY, 2019, before me, the undersigned, a Notary Public for Idaho, personally appeared BRADFORD J. WILLS, known or identified to me (or proved to me on the oath of _____) to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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





 Notary Public for Idaho
 Residing at Twin Falls, Idaho

PARTNERSHIP

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

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

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

 Notary Public for Idaho
 Residing at Twin Falls, Idaho

NOTICE OF DEVELOPER'S AGREEMENT

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

Fieldwood Subdivision, a PUD

The Agreement imposes certain obligations upon the developer for the development of the subject property, and upon the developer's heirs, successors in interest and lawful assigns. Details of the conditions and obligations may be found by examining or photocopying the Agreement at the Office of the City Engineer, 321 2nd Avenue East, Twin Falls, Idaho 83301.

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

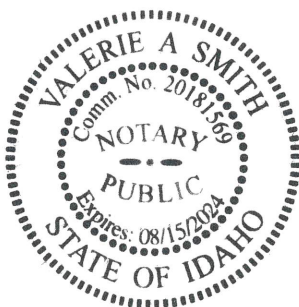
Developer

Bradford J. Wills

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

On this 6TH day of MAY, 2019, before me, the undersigned, a Notary Public for Idaho, personally appeared BRADFORD J. HILLS, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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



Notary Public for Idaho
Residing at Twin Falls, Idaho



Date: Monday, July 22, 2019
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to accept the Improvement Agreement for the purpose of developing Canyon Trails Subdivision No. 8 (Phase 8A & 8B).

Time Estimate:

N/A

Background:

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

Approval Process:

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

Budget Impact:

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

Regulatory Impact:

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

History:

N/A

Analysis:

N/A

Conclusion:

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

Attachments:

1. Developers Agreement

IMPROVEMENT AGREEMENT

for
DEVELOPMENTS

This Agreement made and entered into this ____ day of ____, 20____, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and ____ CANYON PROPERTIES, LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development CANYON TRAILS SUBD. No 8, PHASE 8A & 8B.

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

WHEREAS, Developer desires to develop said real property for the following purposes:

RESIDENTIAL SUBDIVISION

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

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

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

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

WITNESSETH

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

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service roads, excluding state highways, constructed under the terms of this Agreement in any public rights-of-way or easements and which are presently within or subsequently annexed into the City limits. Those streets, excluding state highways, lying outside the City limits and within the City Area of Impact shall be constructed to City standards but shall become the responsibility of the Twin Falls Highway District until such time as they are annexed or a maintenance agreement is signed by the City and the Twin Falls Highway District. (2) To operate and maintain all approved water lines, pressure irrigation lines, storm drainage lines, sewer lines constructed under the terms of this Agreement in any public rights-of-way or easements and to provide water, sewer, and pressure irrigation service to the Developer's real property, subject to all ordinances, rules and regulations governing sewer, water service, and pressure irrigation. (3) To maintain non-pressure irrigation lines only where they cross City streets. (4) Storm water facilities will be maintained in an easement, if there exists a safety hazard the City has an entitlement to maintain. All other maintenance of non-pressurized irrigation lines is the responsibility of the Twin Falls Canal Company or the irrigation users.

II.

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

a. Surety Bond

1. Accrual - The Bond shall accrue to the City covering construction, operation and maintenance of the specific public improvement.
2. Amount - the bond shall be in an amount equal to one hundred percent (100%) of the total estimated cost for completing construction of the specific public improvements, as estimated by the Developer's Engineer and approved by the City Engineer.
3. Term Length - The minimum term length shall be two (2) years or until the bond is released by the City, whichever is later.

4. Bonding for Surety Company - The bond shall be with a surety company authorized to do business in the State of Idaho, acceptable to the City Council.
 5. The escrow agreement shall be drawn and furnished by the subdivider to the satisfaction of the City Council.
- b. Cash Deposit, Certified Check, Negotiable Bond, or Irrevocable Bank Letter of Credit.
1. Treasurer, Escrow Agent or Trust Company - A cash deposit or certified check shall be deposited into the City's development escrow account. After the improvements have been accepted, the funds will be returned. A negotiable bond or an irrevocable bank letter of credit, shall be held by the City until the improvements are accepted.
 2. Dollar Value - The dollar value of the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be equal to one hundred percent (100%) of the estimated cost of construction for the specific public improvements, as estimated by Developer's Engineer and approved by the City Engineer.
 3. Escrow Time - The escrow time for the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be until all required improvements are completed and accepted by the City Engineer.
 4. Progressive Payment - In the case of cash deposits or certified checks, an agreement between the City and the subdivider may provide for progressive payment out of the cash deposit or reduction of the certified check, negotiable bond or irrevocable bank letter of credit, to the extent of the cost of the completed portion of the public improvement, in accordance with a previously entered into agreement.
- c. Trust Agreements.
1. Per the terms of the trust agreement.
 2. Trust agreement must be approved by City Council.

III.

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

- a. Prepare a master utility plan showing the location of all existing and proposed utility lines to include but not be limited to sewer, water, gas, electricity, telephone, irrigation, pressure irrigation, and storm sewer.
- b. Prepare detailed plans and specifications for construction of all improvements required by this Agreement and shall include but not be limited to a complete set of construction plans, including profiles, cross-sections, specifications and other supporting data, for all required public streets, utilities and other facilities. Such construction plans shall be based on preliminary plans which have been approved with the preliminary plat, and shall be prepared in conjunction with the final plat. Construction plans are subject to approval by the responsible public agencies. All construction plans shall be prepared in accordance with the public agencies' standards and specifications. If improvements are not completed within two (2) years, the Developer shall provide an updated, current version of the updated plans and specifications to current city standards. The Developer may request an extension of the approvals previously given for another two (2) years.
- c. Engineer of record shall notify the City in writing of schedule before construction begins.
- d. Perform construction surveying, staking, testing, inspection and administer the construction of all facilities required by this contract.
- e. Submit all test reports, inspection reports, change orders and construction diaries to the City Engineer every week during the construction of the development or subdivision.
- f. Prepare and submit an updated copy of the enclosed development and subdivision checklist to the City Engineer every week during the construction of the development or subdivision, and also upon completion of the project.
- g. Submit to the City Engineer the final plans, and master utility plan for the City records showing any approved changes to the original plans and specifications. A permanent drawing in ink on approved Mylar sheets and an electronic media copy

of the plans in current ACAD using City standard format shall be provided within thirty (30) days after completion of the project.

- h. Submit a letter upon completion of construction stating that the work has been constructed in conformance to the plans and specifications, with the certification by the Developer's Engineer that improvements were constructed to the lines and grades shown.

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

The City agrees to provide asphalt pavement confirmation testing for conformance with City standards, but it shall be the responsibility of Developer's Engineer or other certified individuals to provide all necessary quality control and required testing during construction. All tests shall be taken at a frequency based upon Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings.

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

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

IV.

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

V.

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

VI.

The Developer and the City agree that the improvements listed herein are required unless specifically waived by action of the City Council and that said improvements will be constructed on any public rights-of-way or easements approved and accepted by the City Council all as designed by the Developer's Engineer and approved by the City Engineer and in accordance with standards established by the City Engineer and that all required improvements will be completed in a timely manner. If improvements are not completed within two (2) years, the Developer shall provide an updated, current version of the developer's agreement and financial guarantee for City Council consideration along with updated plans and specifications to current city standards. The Developer may request an extension of the approvals previously given for another two (2) years.

VII.

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

VIII.

Developer agrees to pay the total extra cost of all additional materials, labor and equipment necessary to construct any streets the City requires to be wider or deeper than a standard street or any water, sewer lines, or pressure irrigation the City requires to be larger than the size required to properly serve the development. The requirement for wider and deeper streets shall be based on the Transportation Master Plan. Requirements for larger water, sewer and pressure irrigation lines shall be based on the citywide sewer, water, and pressure irrigation system sizing guidelines and based on modeling, if applicable.

IX.

The City shall provide no compensation for the cost of an oversize water, sewer line, and pressure irrigation. In the case of water, sewer, or pressure irrigation lines extended adjacent to or outside the limits of development, the Developer shall be eligible for payback from adjacent property owners pursuant to Ordinance No. 2979. The Developer shall also be eligible for compensation when a private developer extends or connects to any water, sewer, pressurized irrigation or street system previously installed by private developer, pursuant to Resolutions 2017-13.

X

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

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

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

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

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

The Developer shall be responsible for any damage to any existing public improvements and shall repair or replace any such damage as required by the City Engineer, during or after completion of this project. The Developer shall submit a Right-of-Way permit and Traffic Control Plan to be approved by the City of Twin Falls prior to any road or sidewalk closures.

XI.

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

PUBLIC WAYS

(a) Required Improvements

- (1) Curb, gutter and sidewalk on all public street rights-of-way.
- (2) A standard residential street thirty three feet (33') wide with an eight inch (8") gravel course and two and a half inch (2.5") asphaltic concrete surface course on all public street rights-of-way serving residential use property.
- (3) Residential, private streets, and service roads, private parking and maneuvering will be equal to or greater than the residential street sections as specified in the City of Twin Falls revisions to ISPWC.
- (4) A standard collector street forty eight feet (48'), wide per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings, serving commercial use property or as a collector street. Whenever a street serves an industrial use property the City Engineer will determine the appropriate structural section.
- (5) Arterial typical sections will be designed by the developer's Engineer and approved by the City Engineer.
- (6) A sidewalk, per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings, is required on all public pedestrian rights-of-way. Four foot (4') sidewalks, by special permission of the City Engineer, are allowed by ISPWC and the City of Twin Falls Revisions to the Specifications and Standard Drawings for minor residential streets under certain conditions.
- (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A portion of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to arterial and collector streets as Right-of-Way. Within that Right-of-Way the developer shall install a five feet (5') landscape strip with a sprinkler system to the City of Twin Falls Parks and Recreation standards and shall also

install a six foot (6') sidewalk. The landscaping will be maintained by the city and funded through a fee added to the utility bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. TFCC §10-12-4.2(O).

- (8) Street signs and traffic control devices on all public streets.
- (9) Street lights as determined by City policy for street light installation.

(b) City Costs

- (1) The cost of any street signs or traffic control devices installed by the City on new or existing streets.
- (2) The cost of any required street lights (standard luminaires mounted on a wood pole). The Developer shall pay the extra cost of any decorative luminaries or poles. Prior approval will be required, and the cost of maintenance, replacement and power usage will be considered.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto

WATER SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-8-3, 7-8-10 and 10-12-4.2 water line and fittings eight inch (8") minimum diameter that will transport a flow of water, which will satisfy fire, domestic, other water demands of the development, based upon the City water pipe sizing plan and computer water model. Water line extension shall include connection from the existing City Water System to each building site and fire hydrants and then loop back to the City System in a manner that will provide a properly functioning system approved by the City Engineer, Water Superintendent and Fire Chief. If the development is to be constructed in phases, the water system shall be looped back to the City system during the first phase. Any water main connections closer than 150' to each other will not be considered looped without prior City approval. No dead-end lines will be allowed during any phase of the project.

- (2) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City water distribution network in accordance with existing sizing guidelines.
- (3) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users or creating a critical situation in the suppression of fires.
- (4) Fire hydrant connections and fire hydrants spacing shall comply with the minimum standards set by the Fire Rating Bureau, American Water Works Association, and the International Fire Code. The maximum length of dead end fire lines shall be one hundred and fifty feet (150'). Fire hydrants are required in all developments.
- (5) One water service line shall be constructed to each building site at the time the water mains are installed. The design shall minimize the length of the service line and shall terminate at the Right-of-Way. Service taps are not allowed in intersections.

Meters shall be grouped at adjacent side lot lines when possible or at another location if requested by the Developer and approved by the City Engineer and Water Superintendent. Water meter boxes will not be allowed in driveway approaches. Any cost associated in relocating meters from driveway approaches will be the responsibility of the Developer or Lot Owner.

All new water service lines made from new water mains to serve any new development will be the responsibility of the Developer. The developer shall complete all work except when connecting to a live waterline. The City will make the necessary main line taps after payment of the required water connection permit fees.

- (6) One water service line tap, meter box, and service line shall be constructed for each building connected to the City water system. Multi-units less than three may be approved for additional service lines. It is understood and agreed that the City will make all service line taps on live lines, and that the

fee paid by the developer for a Water Connection Permit will reimburse the City for such work. All other work to be completed by the Developer.

- (7) It is further understood and agreed that the City will make all connections to the existing water system. The developer will disinfect the water system and submit testing results to the City prior to making the system live.
- (8) All water valves shall be provided with a gravel access 12" thick where no public roadway currently exists.

(b) City Costs

- (1) None.

(c) Required Inspections

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls Revisions thereto.

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-7-4, 7-7-11 and 10-12-4.2 a waste water collection system (eight-inch (8") minimum diameter) that will transport a flow of waste water, under conditions of maximum and minimum discharge from the development, to the existing City waste water system.
- (2) Waste water sewer lines adjacent to or internal to the development will be sized to continue the orderly expansion of the City Waste Water Collection System in accordance with existing sizing guidelines and computer sewer model.
- (3) Manholes to provide access for maintenance and cleaning of the sewer lines located at any change of grade or alignment of the sewer, at the end of each sewer and spaced not more than four hundred feet (400') apart.
- (4) During construction of the curb the letter S shall be stamped into the top or face of the curb directly in front of the sewer service line location. The impression shall be not less than one and one half inches (4") high.
- (5) All manholes shall be provided with a gravel access 12" thick where no public roadway currently exists.

(b) City Costs

- (1) None.
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto.

STORM DRAINAGE SYSTEM

- (a) Required Improvements
 - (1) Any valley-gutters, ditching, grading or other surface drainage facilities necessary to convey any storm run-off originating from or traversing across the proposed development over the land surface to a point of retention, detention or discharge approved by the City Engineer.
 - (2) Any catch basin, storm sewer and other sub-surface drainage facilities necessary to convey any storm run-off, originating from or traversing across the proposed development, to a point of retention, detention or discharge approved by the City Engineer.
 - (3) If storm run-off cannot be conveyed without causing damage to public or private property or without being an unreasonable inconvenience or hazard to a private individual, a group of individuals, or the general public, the storm drain shall be piped to the retention facility.
 - (4) All retention areas are to be on private property or tracts.

- (b) City Costs

- (1) None.

- (c) Required Inspections and Testing

- (1) The City will inspect all dry wells for geometry and materials. With prior written approval from the City Engineer other individuals may be authorized to inspect the work. Rock will be submitted for approval prior to placement in dry wells. A request for inspection shall be called in, forty eight (48) hours in advance or two (2) working days whichever is greater.

GRAVITY IRRIGATION SYSTEM

- (a) Required Improvements

- (1) Any pipe, boxes or other appurtenances necessary to convey all irrigation water in underground pipe across the development and any adjacent public

property. Irrigation facilities outside an established City irrigation district shall be constructed in an easement on private property except where it is necessary for irrigation water to cross the public right-of-way and all such crossings shall be perpendicular to the center line of said right-of-way unless otherwise approved by the City Engineer due to some unusual condition. Fences will not be located on top of irrigation facilities.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto.

PRESSURE IRRIGATION SYSTEM

(a) Required Improvements

- (1) Pursuant to Section 7-8-3 of the City Code, the use of the City's potable water supply as the primary source of irrigation water in all new developments shall be prohibited. For purposes of this subsection, the term "new development" means any new subdivision or ZDA, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or ZDA. One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be transferred to the City of Twin Falls before the filing of the final plat for use in the City's pressurized irrigation system.
- (2) Pressure irrigation water mains and fittings shall be six inch (6") minimum diameter or larger irrigation pipe that will transport a flow of water, which will satisfy all irrigation water demands of the development, based upon the computer irrigation water model that the developer's engineer has prepared or found in the current Pressurized Irrigation master plan.
- (3) Pressure irrigation lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the

City Pressure Irrigation water distribution network in accordance with existing sizing guidelines.

- (4) Pressurized irrigation valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users. One pressure irrigation water service line shall be constructed to each subdivision lot site at the time the pressure irrigation water lines are installed. The design shall minimize the length of the service line and shall terminate at the Right-of-Way. Service taps will not be allowed in intersection. One Pressure irrigation water service line tap, irrigation box, and service line shall be constructed for each subdivision lot connected to the City pressure irrigation water system.
 - (5) The Developer shall be responsible for all costs incurred in designing and installing the pressure irrigation station. This includes the land, pumps, motors, filters, enclosures, delivery system to the station from the TFCC head gate and away from the station on the historical path, storage, Supervisory Control and Data Acquisition (SCADA) system, and power to the station.
 - (6) All pressure irrigation system plans must be prepared by the Developer's engineer and shall be according to the Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings.
 - (7) The Pressure Irrigation System shall be located within easements, right-of-ways and/or property deeded to the City of Twin Falls.
 - (8) Private Pressure Irrigation Systems shall be located outside City Right-of-Way and within easements. No Public infrastructure will be associated with a private Pressure Irrigation System.
- (b) City Cost.
 - (1) None
 - (c) Required Inspections and Testing

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto.

SPECIAL FEATURES

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

- a) Required Improvements

CONSTRUCTION WILL BE IN ACCORDANCE WITH THE ORIGINALLY
APPROVED PLANS WITH CHANGES AS DETAILED IN THE
ADDENDUM PLANS SUBMITTED TO THE CITY OF TWIN FALLS
ENGINEERING DEPT.

- b) City Costs

- (1) None.

XIII.

The developer shall submit an Improvement Agreement with each individual construction phase.

The two (2) year time limit, (indicated in Section VI of the Agreement) for completing the required improvements shall begin from the date of the recordation of this agreement. The Developer may request an extension of the approvals previously given for another two (2) years.

XIV.

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

XV.

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

Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer

10 CANTON PROPERTIES, LLC

Larry Nelson

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

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

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

Notary Public for Idaho
Residing

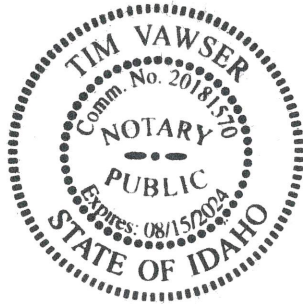
CORPORATION

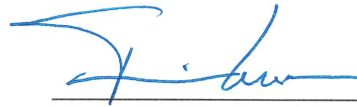
STATE OF IDAHO)
)ss.
County of Twin Falls)

On this 1st day of July, 2019, before me, the undersigned, a Notary Public for Idaho, personally appeared GARY N. NELSON, known or identified to me (or proved to me on the oath of _____) to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the

person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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





Notary Public for Idaho

Residing KIMBERLY, IDAHO

PARTNERSHIP

STATE OF IDAHO)

)ss.

County of Twin Falls)

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

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

Notary Public for Idaho

Residing _____

NOTICE OF DEVELOPER'S AGREEMENT

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

CANYON TRAILS SUBD. No. 8, PHASE 8A & 8B

The Agreement imposes certain obligations upon the developer for the development of the subject property, and upon the developer's heirs, successors in interest and lawful assigns. Details of the conditions and obligations may be found by examining or photocopying the Agreement at the Office of the City Engineer, 203 Main Ave E, Twin Falls, Idaho 83301.

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer

CANYON PROPERTIES, LLC
Larry N. Nelson

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

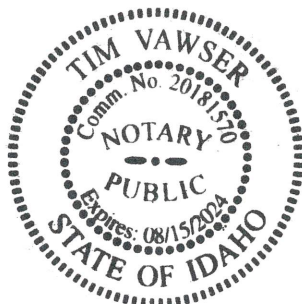
On this 1ST day of JULY, 2019, before me, the undersigned, a Notary Public for Idaho, personally appeared GARY N. NELSON, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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

[Signature]

Notary Public for Idaho

Residing KIMBERLY, IDAHO





Date: Monday, July 22, 2019
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to accept the Improvement Agreement for the purpose of developing Grandview Estates Subdivision (Phase 3A & 3B).

Time Estimate:

N/A

Background:

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

Approval Process:

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

Budget Impact:

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

Regulatory Impact:

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

History:

N/A

Analysis:

N/A

Conclusion:

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

Attachments:

1. Improvement Agreement

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this ____ day of ____, 20____, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and CBH HOMES hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development CIRCAVIEW ESTATES SUBD., PHASE 3A & 3B.

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

WHEREAS, Developer desires to develop said real property for the following purposes:

RESIDENTIAL SUBDIVISION

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

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

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

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

WITNESSETH

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

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service roads, excluding state highways, constructed under the terms of this Agreement in any public rights-of-way or easements and which are presently within or subsequently annexed into the City limits. Those streets, excluding state highways, lying outside the City limits and within the City Area of Impact shall be constructed to City standards but shall become the responsibility of the Twin Falls Highway District until such time as they are annexed or a maintenance agreement is signed by the City and the Twin Falls Highway District. (2) To operate and maintain all approved water lines, pressure irrigation lines, storm drainage lines, sewer lines constructed under the terms of this Agreement in any public rights-of-way or easements and to provide water, sewer, and pressure irrigation service to the Developer's real property, subject to all ordinances, rules and regulations governing sewer, water service, and pressure irrigation. (3) To maintain non-pressure irrigation lines only where they cross City streets. (4) Storm water facilities will be maintained in an easement, if there exists a safety hazard the City has an entitlement to maintain. All other maintenance of non-pressurized irrigation lines is the responsibility of the Twin Falls Canal Company or the irrigation users.

II.

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

a. Surety Bond

1. Accrual - The Bond shall accrue to the City covering construction, operation and maintenance of the specific public improvement.
2. Amount - the bond shall be in an amount equal to one hundred percent (100%) of the total estimated cost for completing construction of the specific public improvements, as estimated by the Developer's Engineer and approved by the City Engineer.
3. Term Length - The minimum term length shall be two (2) years or until the bond is released by the City, whichever is later.

4. Bonding for Surety Company - The bond shall be with a surety company authorized to do business in the State of Idaho, acceptable to the City Council.
 5. The escrow agreement shall be drawn and furnished by the subdivider to the satisfaction of the City Council.
- b. Cash Deposit, Certified Check, Negotiable Bond, or Irrevocable Bank Letter of Credit.
1. Treasurer, Escrow Agent or Trust Company - A cash deposit or certified check shall be deposited into the City's development escrow account. After the improvements have been accepted, the funds will be returned. A negotiable bond or an irrevocable bank letter of credit, shall be held by the City until the improvements are accepted.
 2. Dollar Value - The dollar value of the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be equal to one hundred percent (100%) of the estimated cost of construction for the specific public improvements, as estimated by Developer's Engineer and approved by the City Engineer.
 3. Escrow Time - The escrow time for the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be until all required improvements are completed and accepted by the City Engineer.
 4. Progressive Payment - In the case of cash deposits or certified checks, an agreement between the City and the subdivider may provide for progressive payment out of the cash deposit or reduction of the certified check, negotiable bond or irrevocable bank letter of credit, to the extent of the cost of the completed portion of the public improvement, in accordance with a previously entered into agreement.
- c. Trust Agreements.
1. Per the terms of the trust agreement.
 2. Trust agreement must be approved by City Council.

III.

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

- a. Prepare a master utility plan showing the location of all existing and proposed utility lines to include but not be limited to sewer, water, gas, electricity, telephone, irrigation, pressure irrigation, and storm sewer.
- b. Prepare detailed plans and specifications for construction of all improvements required by this Agreement and shall include but not be limited to a complete set of construction plans, including profiles, cross-sections, specifications and other supporting data, for all required public streets, utilities and other facilities. Such construction plans shall be based on preliminary plans which have been approved with the preliminary plat, and shall be prepared in conjunction with the final plat. Construction plans are subject to approval by the responsible public agencies. All construction plans shall be prepared in accordance with the public agencies' standards and specifications. If improvements are not completed within two (2) years, the Developer shall provide an updated, current version of the updated plans and specifications to current city standards. The Developer may request an extension of the approvals previously given for another two (2) years.
- c. Engineer of record shall notify the City in writing of schedule before construction begins.
- d. Perform construction surveying, staking, testing, inspection and administer the construction of all facilities required by this contract.
- e. Submit all test reports, inspection reports, change orders and construction diaries to the City Engineer every week during the construction of the development or subdivision.
- f. Prepare and submit an updated copy of the enclosed development and subdivision checklist to the City Engineer every week during the construction of the development or subdivision, and also upon completion of the project.
- g. Submit to the City Engineer the final plans, and master utility plan for the City records showing any approved changes to the original plans and specifications. A permanent drawing in ink on approved Mylar sheets and an electronic media copy

of the plans in current ACAD using City standard format shall be provided within thirty (30) days after completion of the project.

- h. Submit a letter upon completion of construction stating that the work has been constructed in conformance to the plans and specifications, with the certification by the Developer's Engineer that improvements were constructed to the lines and grades shown.

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

The City agrees to provide asphalt pavement confirmation testing for conformance with City standards, but it shall be the responsibility of Developer's Engineer or other certified individuals to provide all necessary quality control and required testing during construction. All tests shall be taken at a frequency based upon Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings.

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

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

IV.

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

V.

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

VI.

The Developer and the City agree that the improvements listed herein are required unless specifically waived by action of the City Council and that said improvements will be constructed on any public rights-of-way or easements approved and accepted by the City Council all as designed by the Developer's Engineer and approved by the City Engineer and in accordance with standards established by the City Engineer and that all required improvements will be completed in a timely manner. If improvements are not completed within two (2) years, the Developer shall provide an updated, current version of the developer's agreement and financial guarantee for City Council consideration along with updated plans and specifications to current city standards. The Developer may request an extension of the approvals previously given for another two (2) years.

VII.

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

VIII.

Developer agrees to pay the total extra cost of all additional materials, labor and equipment necessary to construct any streets the City requires to be wider or deeper than a standard street or any water, sewer lines, or pressure irrigation the City requires to be larger than the size required to properly serve the development. The requirement for wider and deeper streets shall be based on the Transportation Master Plan. Requirements for larger water, sewer and pressure irrigation lines shall be based on the citywide sewer, water, and pressure irrigation system sizing guidelines and based on modeling, if applicable.

IX.

The City shall provide no compensation for the cost of an oversize water, sewer line, and pressure irrigation. In the case of water, sewer, or pressure irrigation lines extended adjacent to or outside the limits of development, the Developer shall be eligible for payback from adjacent property owners pursuant to Ordinance No. 2979. The Developer shall also be eligible for compensation when a private developer extends or connects to any water, sewer, pressurized irrigation or street system previously installed by private developer, pursuant to Resolutions 2017-13.

X

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

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

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

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

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

The Developer shall be responsible for any damage to any existing public improvements and shall repair or replace any such damage as required by the City Engineer, during or after completion of this project. The Developer shall submit a Right-of-Way permit and Traffic Control Plan to be approved by the City of Twin Falls prior to any road or sidewalk closures.

XI.

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

PUBLIC WAYS

(a) Required Improvements

- (1) Curb, gutter and sidewalk on all public street rights-of-way.
- (2) A standard residential street thirty three feet (33') wide with an eight inch (8") gravel course and two and a half inch (2.5") asphaltic concrete surface course on all public street rights-of-way serving residential use property.
- (3) Residential, private streets, and service roads, private parking and maneuvering will be equal to or greater than the residential street sections as specified in the City of Twin Falls revisions to ISPWC.
- (4) A standard collector street forty eight feet (48'), wide per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings, serving commercial use property or as a collector street. Whenever a street serves an industrial use property the City Engineer will determine the appropriate structural section.
- (5) Arterial typical sections will be designed by the developer's Engineer and approved by the City Engineer.
- (6) A sidewalk, per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings, is required on all public pedestrian rights-of-way. Four foot (4') sidewalks, by special permission of the City Engineer, are allowed by ISPWC and the City of Twin Falls Revisions to the Specifications and Standard Drawings for minor residential streets under certain conditions.
- (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A portion of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to arterial and collector streets as Right-of-Way. Within that Right-of-Way the developer shall install a five feet (5') landscape strip with a sprinkler system to the City of Twin Falls Parks and Recreation standards and shall also

install a six foot (6') sidewalk. The landscaping will be maintained by the city and funded through a fee added to the utility bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. TFCC §10-12-4.2(O).

- (8) Street signs and traffic control devices on all public streets.
- (9) Street lights as determined by City policy for street light installation.

(b) City Costs

- (1) The cost of any street signs or traffic control devices installed by the City on new or existing streets.
- (2) The cost of any required street lights (standard luminaires mounted on a wood pole). The Developer shall pay the extra cost of any decorative luminaires or poles. Prior approval will be required, and the cost of maintenance, replacement and power usage will be considered.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto

WATER SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-8-3, 7-8-10 and 10-12-4.2 water line and fittings eight inch (8") minimum diameter that will transport a flow of water, which will satisfy fire, domestic, other water demands of the development, based upon the City water pipe sizing plan and computer water model. Water line extension shall include connection from the existing City Water System to each building site and fire hydrants and then loop back to the City System in a manner that will provide a properly functioning system approved by the City Engineer, Water Superintendent and Fire Chief. If the development is to be constructed in phases, the water system shall be looped back to the City system during the first phase. Any water main connections closer than 150' to each other will not be considered looped without prior City approval. No dead-end lines will be allowed during any phase of the project.

- (2) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City water distribution network in accordance with existing sizing guidelines.
- (3) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users or creating a critical situation in the suppression of fires.
- (4) Fire hydrant connections and fire hydrants spacing shall comply with the minimum standards set by the Fire Rating Bureau, American Water Works Association, and the International Fire Code. The maximum length of dead end fire lines shall be one hundred and fifty feet (150'). Fire hydrants are required in all developments.
- (5) One water service line shall be constructed to each building site at the time the water mains are installed. The design shall minimize the length of the service line and shall terminate at the Right-of-Way. Service taps are not allowed in intersections.

Meters shall be grouped at adjacent side lot lines when possible or at another location if requested by the Developer and approved by the City Engineer and Water Superintendent. Water meter boxes will not be allowed in driveway approaches. Any cost associated in relocating meters from driveway approaches will be the responsibility of the Developer or Lot Owner.

All new water service lines made from new water mains to serve any new development will be the responsibility of the Developer. The developer shall complete all work except when connecting to a live waterline. The City will make the necessary main line taps after payment of the required water connection permit fees.

- (6) One water service line tap, meter box, and service line shall be constructed for each building connected to the City water system. Multi-units less than three may be approved for additional service lines. It is understood and agreed that the City will make all service line taps on live lines, and that the

fee paid by the developer for a Water Connection Permit will reimburse the City for such work. All other work to be completed by the Developer.

- (7) It is further understood and agreed that the City will make all connections to the existing water system. The developer will disinfect the water system and submit testing results to the City prior to making the system live.
- (8) All water valves shall be provided with a gravel access 12" thick where no public roadway currently exists.

(b) City Costs

- (1) None.

(c) Required Inspections

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls Revisions thereto.

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-7-4, 7-7-11 and 10-12-4.2 a waste water collection system (eight-inch (8") minimum diameter) that will transport a flow of waste water, under conditions of maximum and minimum discharge from the development, to the existing City waste water system.
- (2) Waste water sewer lines adjacent to or internal to the development will be sized to continue the orderly expansion of the City Waste Water Collection System in accordance with existing sizing guidelines and computer sewer model.
- (3) Manholes to provide access for maintenance and cleaning of the sewer lines located at any change of grade or alignment of the sewer, at the end of each sewer and spaced not more than four hundred feet (400') apart.
- (4) During construction of the curb the letter S shall be stamped into the top or face of the curb directly in front of the sewer service line location. The impression shall be not less than one and one half inches (4") high.
- (5) All manholes shall be provided with a gravel access 12" thick where no public roadway currently exists.

(b) City Costs

(1) None.

(c) Required Inspections and Testing

(1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto.

STORM DRAINAGE SYSTEM

(a) Required Improvements

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

(2) Any catch basin, storm sewer and other sub-surface drainage facilities necessary to convey any storm run-off, originating from or traversing across the proposed development, to a point of retention, detention or discharge approved by the City Engineer.

(3) If storm run-off cannot be conveyed without causing damage to public or private property or without being an unreasonable inconvenience or hazard to a private individual, a group of individuals, or the general public, the storm drain shall be piped to the retention facility.

(4) All retention areas are to be on private property or tracts.

(b) City Costs

(1) None.

(c) Required Inspections and Testing

(1) The City will inspect all dry wells for geometry and materials. With prior written approval from the City Engineer other individuals may be authorized to inspect the work. Rock will be submitted for approval prior to placement in dry wells. A request for inspection shall be called in, forty eight (48) hours in advance or two (2) working days whichever is greater.

GRAVITY IRRIGATION SYSTEM

(a) Required Improvements

(1) Any pipe, boxes or other appurtenances necessary to convey all irrigation water in underground pipe across the development and any adjacent public

property. Irrigation facilities outside an established City irrigation district shall be constructed in an easement on private property except where it is necessary for irrigation water to cross the public right-of-way and all such crossings shall be perpendicular to the center line of said right-of-way unless otherwise approved by the City Engineer due to some unusual condition. Fences will not be located on top of irrigation facilities.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto.

PRESSURE IRRIGATION SYSTEM

(a) Required Improvements

- (1) Pursuant to Section 7-8-3 of the City Code, the use of the City's potable water supply as the primary source of irrigation water in all new developments shall be prohibited. For purposes of this subsection, the term "new development" means any new subdivision or ZDA, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or ZDA. One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be transferred to the City of Twin Falls before the filing of the final plat for use in the City's pressurized irrigation system.
- (2) Pressure irrigation water mains and fittings shall be six inch (6") minimum diameter or larger irrigation pipe that will transport a flow of water, which will satisfy all irrigation water demands of the development, based upon the computer irrigation water model that the developer's engineer has prepared or found in the current Pressurized Irrigation master plan.
- (3) Pressure irrigation lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the

City Pressure Irrigation water distribution network in accordance with existing sizing guidelines.

- (4) Pressurized irrigation valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users. One pressure irrigation water service line shall be constructed to each subdivision lot site at the time the pressure irrigation water lines are installed. The design shall minimize the length of the service line and shall terminate at the Right-of-Way. Service taps will not be allowed in intersection. One Pressure irrigation water service line tap, irrigation box, and service line shall be constructed for each subdivision lot connected to the City pressure irrigation water system.
 - (5) The Developer shall be responsible for all costs incurred in designing and installing the pressure irrigation station. This includes the land, pumps, motors, filters, enclosures, delivery system to the station from the TFCC head gate and away from the station on the historical path, storage, Supervisory Control and Data Acquisition (SCADA) system, and power to the station.
 - (6) All pressure irrigation system plans must be prepared by the Developer's engineer and shall be according to the Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings.
 - (7) The Pressure Irrigation System shall be located within easements, right-of-ways and/or property deeded to the City of Twin Falls.
 - (8) Private Pressure Irrigation Systems shall be located outside City Right-of-Way and within easements. No Public infrastructure will be associated with a private Pressure Irrigation System.
- (b) City Cost.
 - (1) None
 - (c) Required Inspections and Testing

- (I) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto.

SPECIAL FEATURES

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

a) Required Improvements

CONSTRUCTION WILL BE IN ACCORDANCE WITH THE ORIGINALLY
APPROVED PLANS WITH CHANGES AS DETAILED IN THE
ADDENDUM PLANS SUBMITTED TO THE CITY OF TWIN FALLS
ENGINEERING DEPT

b) City Costs

- (I) None.

XIII.

The developer shall submit an Improvement Agreement with each individual construction phase.

The two (2) year time limit, (indicated in Section VI of the Agreement) for completing the required improvements shall begin from the date of the recordation of this agreement. The Developer may request an extension of the approvals previously given for another two (2) years.

XIV.

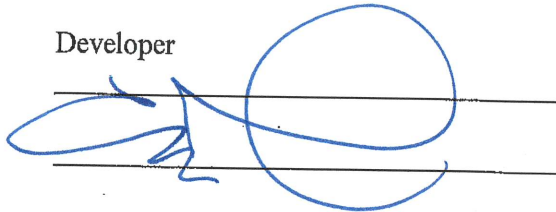
This agreement shall bind the parties hereto, their heirs, successors in interest, and lawful assigns.

XV.

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

Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk_____
Mayor_____
DeveloperSTATE OF IDAHO)
)ss.
County of Twin Falls)

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

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

Notary Public for Idaho
Residing

CORPORATION

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

On this 12 day of July, 2019, before me, the undersigned, a Notary Public for Idaho, personally appeared Corey Barton, known or identified to me (or proved to me on the oath of _____) to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the

person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Adair Koltes
Notary Public for Idaho
Residing Nampa, ID

PARTNERSHIP

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

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

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

Notary Public for Idaho
Residing _____

NOTICE OF DEVELOPER'S AGREEMENT

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

GRANDVIEW ESTATES SUBD. PHASE 3A & 3B
The Agreement imposes certain obligations upon the developer for the development of the subject property, and upon the developer's heirs, successors in interest and lawful assigns. Details of the conditions and obligations may be found by examining or photocopying the Agreement at the Office of the City Engineer, 203 Main Ave E, Twin Falls, Idaho 83301.

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer

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

On this 14 day of July, 2019, before me, the undersigned, a Notary Public for Idaho, personally appeared Corey Barton, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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



Adair Koltes
Notary Public for Idaho
Residing Nampa, ID



Date: Monday, July 22, 2019
To: Honorable Mayor and City Council
From: Sean Standley, Code Enforcement Coordinator

PRESENTATION

Request:

PRESENTATION: Presentation of the Twin Falls Code Enforcement's 2018 Annual Report.

Time Estimate:

Approximately 10 minutes are needed for Twin Falls Code Enforcement staff to update the City Council on the Department's accomplishments in 2018. Additional time may be needed to answer any questions the Council may have.

Background:

Code Enforcement Coordinator Sean Standley will present the Department's 2018 Annual Report to the City Council.

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

The purpose of this presentation is to keep the City Council informed as to the Twin Falls Code Enforcement Department's efforts to improve and ensure "Quality of Life " by educating our citizens and visitors on the importance of City Codes and Ordinances.

Attachments:

None



Date: Monday, July 22, 2019
To: Honorable Mayor and City Council
From: Les Kenworthy, Fire Chief

PRESENTATION

Request:

PRESENTATION: Presentation of the Twin Falls Fire Department's 2018 Annual Report.

Time Estimate:

This presentation will take approximately 20 minutes.

Background:

Fire Chief Les Kenworthy will present the Fire Department's 2018 annual report to the City Council.

Approval Process:

This is an informational presentation.

Budget Impact:

N/A

Regulatory Impact:

None

History:

N/A

Analysis:

N/A

Conclusion:

This discussion should bring the City Council up to date on the Twin Falls Fire Department's activities in 2018.

Attachments:

1. Twin Falls Fire Department 2018 Annual Report



Date: Monday, July 22, 2019
To: Honorable Mayor and City Council
From: Chief Craig Kingsbury, Twin Falls Police Department

PRESENTATION

Request:

PRESENTATION: Presentation of the Twin Falls Police Department's 2018 Annual Report.

Time Estimate:

Approximately 30 minutes are needed for Twin Falls Police Department Staff to update the City Council on the Department's accomplishments in 2018 and current projects, with additional time necessary to answer any questions the Council may have.

Background:

Chief Kingsbury and members of the Police Leadership Team would like to brief the Council on what our Department has accomplished this past year and of the efforts made to engage and better serve our community.

Topics of Interest and Accomplishments in 2018:

- **Crime Statistics:** Review of 2018 Crime in Idaho Report; calls for service statistics; current crime rates in our City; the Department's clearance rates; emphasis on domestic violence, sexual assault and narcotics enforcement.
- **Community Outreach Efforts:** Officers have made great strides to improve relationships with the LGBTQ, Refugee, Hispanic, Elderly and several other community groups by attending meetings and events and reaching out to these groups; instituting "Community Connection Cars" to reflect the Department's support for Breast Cancer Awareness and Domestic Violence Awareness, support of our excellent relationships with the College of Southern Idaho, Canyon Ridge High School and Twin Falls High School, and most recently, a camouflage-patterned Ford Interceptor in tribute to those that have served in the Armed Forces.
- **Community Partnerships:** Our Department has been working with other law enforcement agencies in the development of an integrated Special Weapons And Tactics (SWAT) Team; entering into a Memorandum of Understanding with the Twin Falls County Sheriff's Office to share a firearms training range; and developing a Mutual Aid Memorandum of Understanding with law enforcement agencies in Twin Falls and Jerome Counties.
- **Community Events:** Our agency strives to connect with as many people as possible in our community to promote understanding, empathy, and awareness in a positive and meaningful environment. Our employees participate in educational, charitable and community events such as Coffee with a Cop, National Night Out, Beat the Heat, Walk a Mile in Her Shoes, Citizens Academy, and Every 15 Minutes, just to name a few.

- **Connection through Technology:** A major focus this past year was centered on accomplishing Strategic Goal SC1.4.1 (Enhancing victim outreach through victim notification). On January 1, 2019, we went live with Spidr Tech Victim Notification which enables our agency to provide prompt follow-up to victims of crime via text or email at different stages of the investigative process, and provides victims with a survey allowing them an opportunity to let us know about the level of service they received.

Approval Process:

This is for informational purposes only.

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

The purpose of this presentation is to keep the City Council informed as to the Twin Falls Police Department's efforts to improve services to our community; promote relationships with our community members, partners, and stakeholders; and to promote a safer place to live.

Attachments:

None



Date: Monday, July 8, 2019
To: Mayor and City Council
From: Travis Rothweiler, City Manager

Request

A presentation of the City Manager's Recommended Budget for FY 2020 followed by citizen input.

Time Estimate

The estimated amount of time this item will take is 45 minutes plus time to answer questions.

Background

The State of Idaho defines city government as a municipal corporation. It is with that mindset this budget has been developed. We are pleased to present to you the recommended Budget for Fiscal Year 2019-2020 (FY2020). This budget represents hundreds of hours of thoughtful work by dozens of people in developing the spending plan for our organization for the coming fiscal year.

The City of Twin Falls has nearly 50,000 shareholders, 311 full-time employees and a taxable value of nearly \$3.2 billion. Our proposal has been carefully developed with full consideration given to critical issues such as public safety, capital financing, economic development, and placemaking. The decisions that we make today will not only affect our work this year, but also impact future years and even future generations.

The City of Twin Falls is committed to the efficient delivery of quality services to its citizens. This commitment is the foundation behind policy decisions and priorities that ensures constructive and well-formulated plans for the growth and prosperity. This document contains a balanced, sustainable budget that provides the desired services our citizens expect. The budget was developed in partnership with both our internal and external partners. It incorporates the goals and objectives articulated in the City's 2030 Strategic Plan, the guidelines described in the Financial Management Policies, department-specific facility plans, the results of our citizen survey, and the technical expertise provided by our employees.

The FY 2020 budget has been created with following philosophies in mind:

- Providing high-quality governmental services consistent with citizen expectations;
- Taking steps towards realizing the 2030 Strategic Plan, Vision, Goals and Objectives;
- Careful stewardship of city resources, emphasizing affordability and long-term sustainability;
- Using data to begin the process of incorporating performance measures to help achieve greater efficiencies, effectiveness, and responsiveness;
- Placing a high level of value on our employees.

A budget is developed to sustain and achieve the outcomes that the community has identified as most important. Each department determines what it does to support these common goals and the budget communicates to the public how the allocation of resources reflects community priorities and its vision for the future. We relied on information provided in the City's 2030 Strategic Plan and the results of citizen surveys to provide guidance regarding community priorities.

Public Input and Transparency

The City of Twin Falls strives to communicate, operate, function, and conduct the business of the people in an open and transparent manner. Equally, we recognize the value and importance of honoring and upholding our fiduciary duties and responsibilities. Because openness and transparency are part of our

organizational culture and values, we have taken several steps designed to afford our citizens and stakeholders several opportunities to actively participate and contribute to the budgeting process.

The City of Twin Falls has taken additional steps designed to illustrate our commitment to effective community involvement in the annual budget process. The Council provided an opportunity for our citizens and stakeholders to communicate their thoughts about specific programs, strategic initiatives and priorities for the upcoming fiscal year prior to the more customary, internal staff conversations.

A summary presentation of the proposed budget has been placed on the City's website. On August 6, 2018, the City Council will adopt the preliminary budget for FY 2019, with a public hearing and final adoption scheduled to occur on August 20th.

Connection to the City's 2030 Strategic Plan

Twin Falls is a vital, growing, and changing city. We have constructed processes and policies that help us in shaping growth and taking advantage of opportunities as they are presented. We continue to focus on the focus area contained in the City's 2030 Strategic Plan, just as we have for the past seven budget cycles. The current Strategic Plan was updated in March 2018 after an extensive open, citizen-driven process. The City's FY2020 budget allocates funds for needed projects and critical services collectively designed to help the City take the "next step" in realizing the community's 2030 vision of Twin Falls.

The City views its planning and operations in a strategic manner, utilizing the Strategic Plan to guide budgetary and policy-making decisions and recommendations. With the adoption of the 2030 City of Twin Falls' Strategic Plan in 2013, the Council established and set a course to follow. Following a similar process from 2012, the City began updating the strategic plan in February 2017. That process was completed in March 2018. For almost a year, members of the City's team spent quality time listening to our citizen's needs, dreams, and expectations, while reviewing statistical data about our state, region, and city. We compared those conversations to the information and data that was collected in 2012. In both the original plan, as well as the update, we had many external conversations with our citizens and shareholders and internal conversations with employees serving at various levels of the organization. From these conversations, we were able to reaffirm the goals and objectives of the original strategic plan.

We affirmed the vision statements that were generated in the 2012 process. These statements, when viewed collectively, will allow us to create and maintain an accessible, healthy, learning, environmental, responsible, prosperous, and secure community with a strong internal organization designed to be able meet the needs of our citizens, businesses, and visitors. They will assist the City in plotting a course that will enable it to grow, develop, and improve in a manner that honors and respects its history and unique characteristics. Realizing our vision will allow the City of Twin Falls to continue to be recognized as a world-class community.

Economic Indicators Considered in the Recommended Budget

The City of Twin Falls closely monitors and examines international, national, state, and local economic indicators when developing and tracking its annual appropriation measures. Over the course of the last several years, economic conditions on all levels seem to have improved.

National

- U.S. house prices rose 1.1% in the first quarter of 2019 according to the Federal Housing Finance Agency (FHFA) House Price Index (HPI). House prices rose 5.1% from the first quarter of 2018 to the first quarter of 2019.
- Unemployment rates remain low nationwide. According to the Bureau of Labor Statistics, the national unemployment rate in May 2019 was 3.6%, down from 3.8% in May 2018.
- From June 2018 to June 2019, the Dow Jones Industrial Average has shown a total increase of 8.7% (+2,310 points).

- Consumer confidence is up from last year. The University of Michigan compiles a consumer sentiment rating. The rating for May 2018 was 98 compared to the May 2019 rating of 100, which shows a 2% increase in consumer confidence. Consumer sentiment has remained relatively consistent following Trump's election, remaining in a tight eight-point range from 93.4 to 101.4. The two percent change from May 2018 suggests that consumers are anticipating smaller income gains in relation to increasing interest rates and inflation. The partisan divide between Democrats and Republicans is expected to remain vast, with the first expecting a recession and the other more robust economic growth.

State of Idaho

- Home prices rose in all 50 states and the District of Columbia between the first quarter of 2018 and the first quarter of 2019. Idaho realized the highest level of annual appreciation in the nation at 13.4%.
- Home prices rose in 95 of the 100 largest metropolitan areas in the U.S over that four quarters. Annual price increases were the greatest in Boise, Idaho.
- The median home value in Idaho is \$266,400. Idaho home values are predicted to rise 9.2% within the next year. The median list price per square foot in Idaho is \$170. The median price of homes currently listed in Idaho is \$325,000. The median rent price in Idaho is \$1,399.
- Statewide unemployment was 2.8% in May 2019.
- Non-farm employment, which is one of the key metrics of the state's economic health, continued to experience strong increases. In May 2019, Idaho had 757,700 non-farm jobs, a 2.9% increase from May 2018. The projected increase in non-farm jobs for 2019 was 2.0% over 2018. May 2019 numbers surpassed 2019 total projections.
- Per capita personal income (PCPI) continues to grow, but at a slower pace than in previous years. PCPI in Idaho in 2018 was 3.15% higher than in 2017, at \$41,826. This PCPI continues to rank 44th in the United States and was 78 percent of the national average of \$53,658.
- Idaho was sixth in the nation for real personal income growth, which takes into account the cost of living, measured by regional price parity (the average price paid by consumers for the mix of goods and services in each region). Idaho's real personal income growth was 5.4% for 2017-18.
- According to the June 2019 Idaho General Fund Revenue Report, tax collections in Idaho are coming in slightly above the forecasted levels. Receipts for May 2019 were \$246.7 million, which exceeded forecasts by \$17.6 million and represented a 7.1% gain over projections. It also represented a 12.8% increase over May 2018 receipts. General Fund receipts for FY2018 year-to-date were \$3,373.4 million, which is -0.7% lower than predicted and -0.3% under the same period last year. Individual income taxes collected to-date are \$1,543 million, -5.7% less than anticipated. Sales tax receipts to-date came in at \$1,455.8 million in May 2019, which was only 1.1% above the projected amount

City of Twin Falls

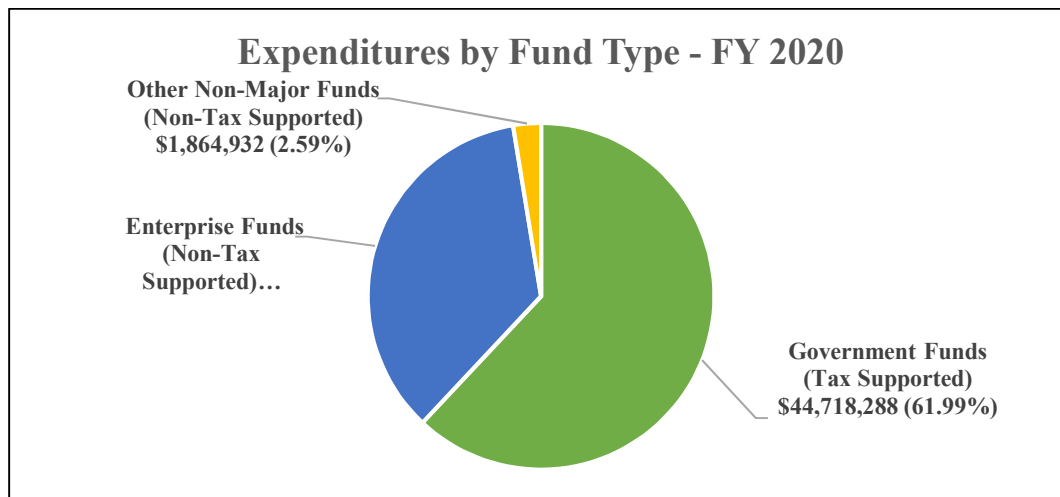
- According to the Idaho Department of Labor's May 2019 Twin Falls County Workforce Trends report, Twin Falls County had an unemployment rate of 2.4% in April 2019. This compares to the State of Idaho unemployment rate of 2.8% and a national unemployment rate of 3.6%. The unemployment rate for Twin Falls County has dropped continuously for several years: 5.6% in 2013 to 4.3% in 2014 to 3.7 in 2015 to 3.4 in 2016 to 3.0 in 2017 to 2.5 in 2018.
- Construction activity in Twin Falls continued on a similar pace in 2018 in terms of single-family building permits issued. There were 243 single family permits issued in 2018, which was the highest level since 2007. There have been 211 permits issued to- date in FY 2019, which exceeds the same period in 2018 by 40 permits to-date. If the current pace of single housing starts continues, permits will be near 2007 levels.
- There were 59 new commercial building permits issued in 2018, nearing the high of 61 in 2008, after declining significantly in 2016 and 2017. If new commercial building continues for the remainder of 2019 at a similar rate to past years, over 50 new commercial building permits will be issued in 2019.

Municipal Cost Index

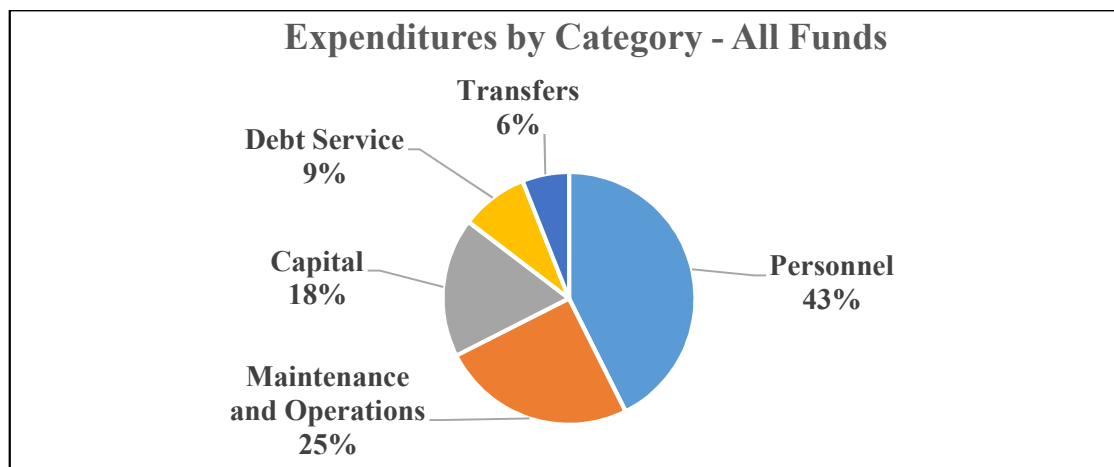
- State and local government officials rely on American City & County's Municipal Cost Index to stay on top of price trends, help control price increases for commodities, make informed government contract decisions and intelligent budget planning. The MCI draws on the monthly statistical data collected by the U.S. Departments of Commerce and Labor as well as independently compiled data to project a composite cost picture. From March 2018 to March 2018, the most recent data available, the MCI has increased 4.99 points or 2% to 252.78. The Consumer Price Index increased 1.85% during the same period.

2018 Fiscal Year Budget Summary

The combined expenditures and transfers total \$72,131,423, which is \$2,350,955 (3.37%) more than the FY 2019 budget of \$69,780,467. We are recommending Government Fund-Type expenditures, or expenditures from funds that receive property tax or shared revenue, in the amount of \$44,718,288 (increase of \$2,991,107, or 7.17%). Of this amount, \$1,934,247 is funded with cash reserves, which will be used to fund one-time capital initiatives. We are recommending Enterprise and Other Non-Major Fund-Type expenditures totaling \$27,413,135 (decrease of \$640,152, or 2.28%), which includes \$678,820 from cash reserves. The “net budget,” or total budget less transfers is \$67,806,508 for FY 2020. This is \$2,630,979 (4.04%) more than the FY 2019 total of \$65,175,529.



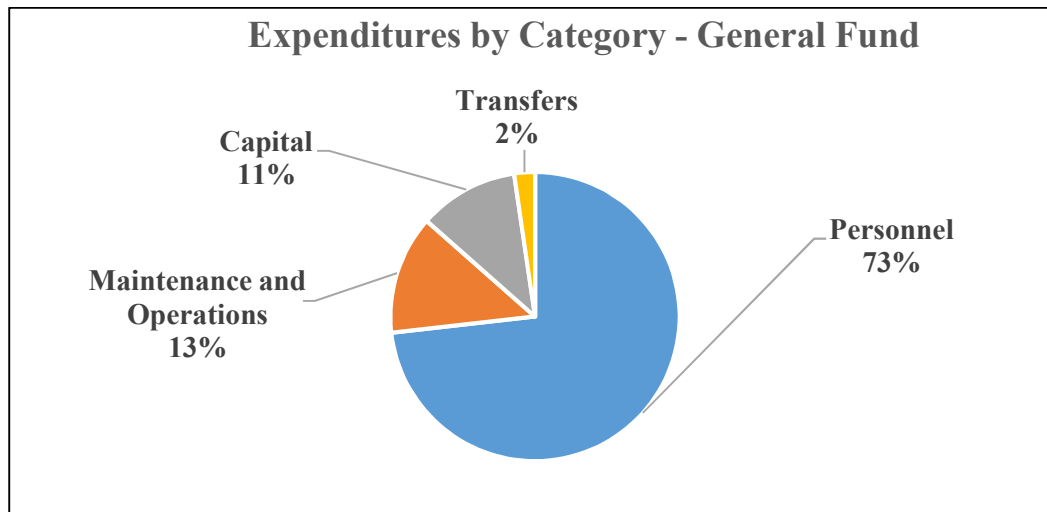
Expenditures in this budget are classified under one of five major categories – Personnel, Maintenance and Operations, Capital, Debt Service and Transfers. The graph below shows the relative percentage of FY 2020 budget expenditures for the five major categories in all funds combined.



In most government agencies, personnel costs (salaries, wages and benefits) normally represent the largest of the expenditure categories. While municipal governments also devote a large amount of their resources to personnel, the significant investment in infrastructure drives the percentage of the budget devoted to operating and capital costs higher than most other government agencies.

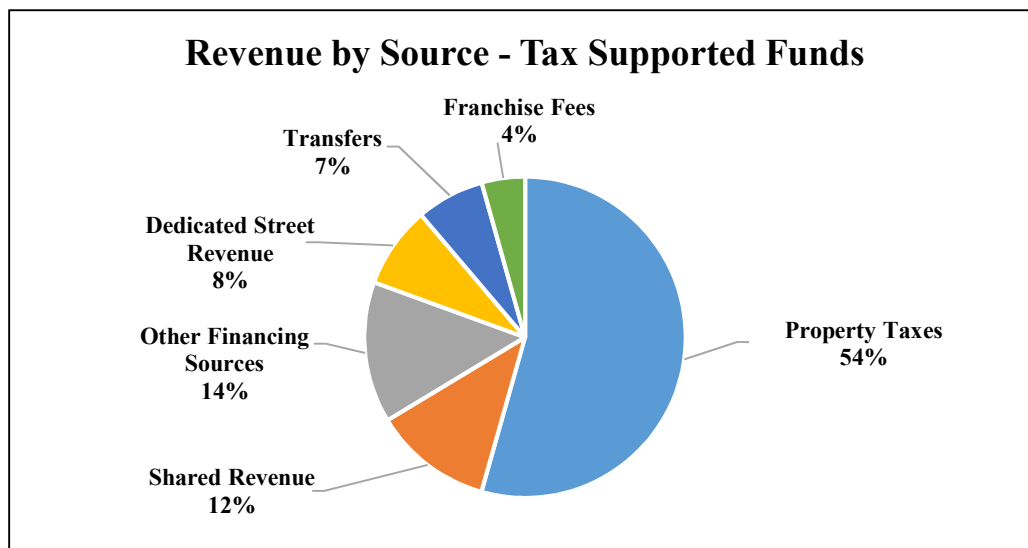
General Fund Expenditures

Using the same classification of expenditure types (less Debt Service), the relative percentages of budgeted expenditures for the General Fund are shown below. When analyzing General Fund expenses by category, Personnel costs are a much higher percentage than compared to all funds as a whole. The General Fund supports very little capital improvement when compared to all funds as a whole.



Revenues

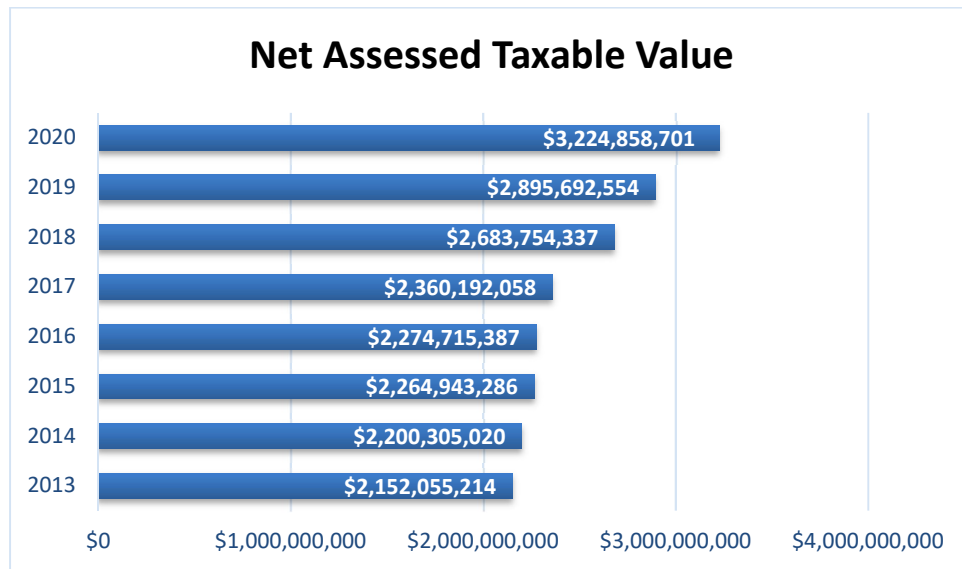
Most commonly recognized government activities are conducted through Government Funds. The Government Fund umbrella includes the following funds: General, Street, Street Light, Airport, Library, Capital Improvement, Pool, Golf, Insurance, and Fireworks. Revenues in these funds are derived from property taxes, licenses and permits, intergovernmental grants, shared revenues from the state of Idaho (sales tax, gas tax, etc.), and federal entitlements. The government funds include funding to support personnel, maintenance and operations, contractual services, equipment acquisitions, and capital construction projects.



Total Assessed Valuation

According to the Twin Falls County Assessor's Office, the City of Twin Falls' overall preliminary total taxable valuation is expected to increase by \$329,166,147, or 11.37%, from \$2,895,692,554 to \$3,224,858,701. This growth is on top of the \$211,938,217 that was realized in the prior fiscal year.

As illustrated in the table below, the taxable value used to calculate the FY 2020 tax rate for the City of Twin Falls is the largest in its history.



It is important to note the City's taxable value excludes the taxable value of the properties located in the Twin Falls Urban Renewal Agency revenue allocation areas. The entirety of the URA's properties are located in the City and have a value of \$561,553,248. Collectively, the taxable values for both the City of Twin Falls and Twin Falls Urban Renewal Agency total \$3,786,411,949. There are many factors that influence the City's total taxable value. Some of the larger factors include an increase in the base value from reappraisals performed by the Twin Falls County Assessor's Office, growth from new construction, and an increase in the State homeowner's exemption maximum allowance.

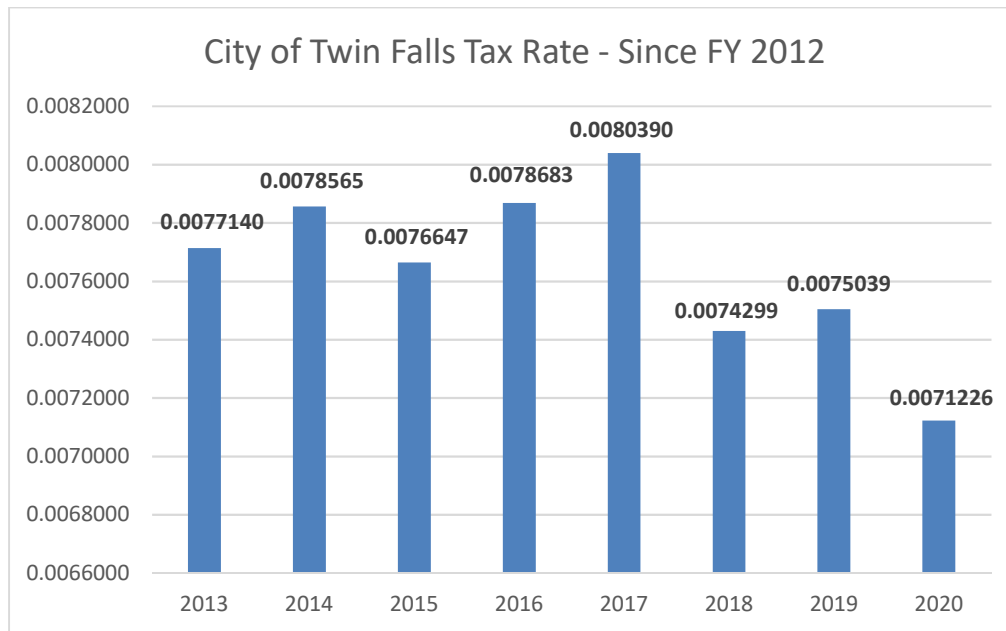
Property Tax

For FY 2020, the City of Twin Falls has a total taxable value of \$3,224,858,701, or an increase of \$329,166,147 compared to the FY 2019 value of \$2,895,692,554. The New Construction Roll for FY 2020 is \$69,771,796, which will yield \$523,559 in new property tax revenue. The Annexation Roll is \$6,069,724, which will yield an additional \$45,546. Property tax revenue derived from the New Construction and Annexation Roll is commonly referred to as the "growth formula."

The FY 2020 budget relies on property taxes to raise 52% of the funds needed to support municipal operations in the Government and Tax Supported Funds. The budget includes a 3% statutory increase and an estimate for growth. We anticipate total property tax collections for FY 2020 to be \$23,265,170, an increase of \$1,230,154 compared to FY 2019 collections of \$22,035,016.

Over the last ten fiscal years, the City's tax rate fluctuated significantly, ranging from a high of \$7.86 per \$1,000 (FY 2014 and 2016) of taxable value to a low of \$6.59/\$1,000 (FY 2010) of taxable value. The average of the tax rate assessed over the course of the last seven fiscal years (2013-2019) is \$7.72/\$1,000 in taxable value. It is important to recognize the tax rate does not necessarily indicate an individual's tax burdens. The tax rate is simply a multiplier used to determine a property owner's proportionate share of

property tax liability. It is a fraction of a local government's total property tax collections divided by the total taxable value of that local government unit.

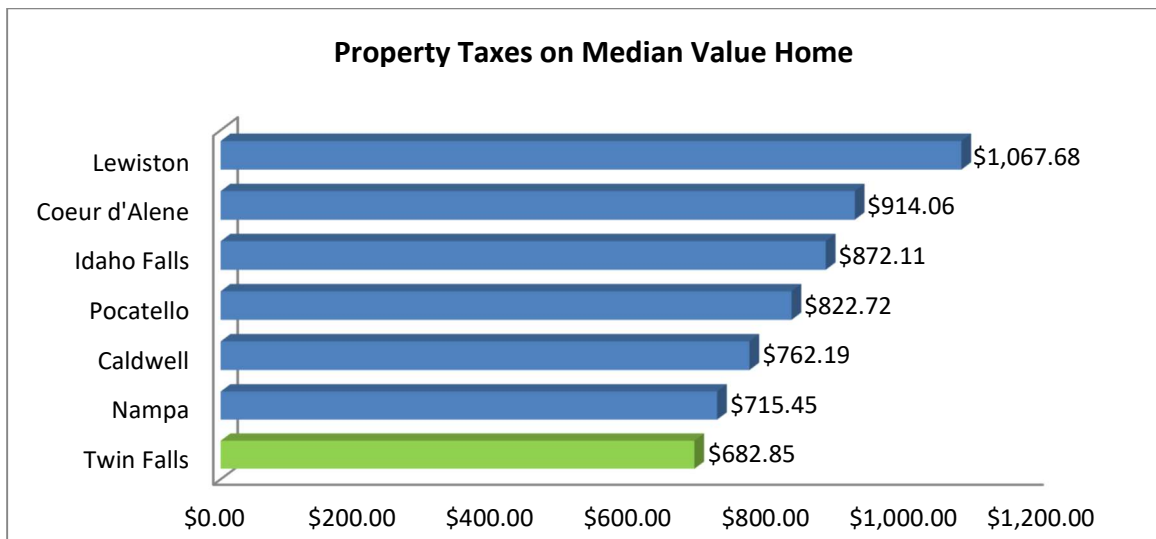


How does our Tax Rate compare to the other, large full-service Idaho cities?

We are often asked the question, “how does our tax rate compare?” The table and graph provided below are intended to provide an approximate answer to that question. Although only intended to be a rough illustration, the table and graph represent the amount of property tax paid on a median-valued, owner occupied home in each of the larger, full-service cities in Idaho. The information used in the table was collected from the Associated Taxpayers of Idaho’s 2018 Levy Book (tax rate) and Zillow.

	Total Taxes	2018 Median Property Value	FY 2019 TR
<i>Lewiston</i>	\$1,067.68	\$209,000	0.0097952
<i>Coeur d'Alene</i>	\$914.06	\$284,000	0.0049677
<i>Idaho Falls</i>	\$872.11	\$182,000	0.0095836
<i>Pocatello</i>	\$822.72	\$144,000	0.0114267
<i>Caldwell</i>	\$762.19	\$185,000	0.0082398
<i>Nampa</i>	\$715.45	\$196,000	0.0073005
<i>Twin Falls</i>	\$682.85	\$182,000	0.0075039

Note: Idaho’s median value of an owner occupied home for this same period of time was \$266,400.

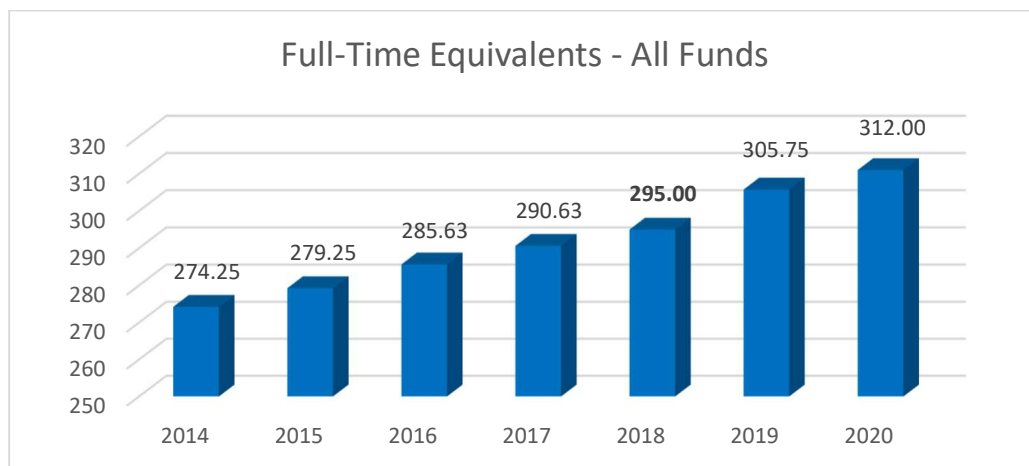


For the purposes of this analysis, the cities of Boise and Meridian were intentionally excluded because they are not directly responsible for the transportation systems in their communities; that responsibility lies primarily with the Ada County Highway District (ACHD). ACHD is an independent taxing authority specifically created for the purpose of maintaining the transportation system in these communities. For FY 2020, the Street Fund budget for the City of Twin Falls is \$5,874,240, or approximately 13% of the total tax supported funds.

Personnel

The City of Twin Falls has a philosophy of adding full-time employees only when “need” and “sustainability” can be demonstrated. Based on updated US Census data for 2018, the City of Twin Falls has a population of 49,764. Based on that estimate, the City of Twin Falls has six employees per 1,000 of population. However, as the regional and urban center for a geographic area having a population of approximately 250,000, the City’s daily census population grows to an estimated population of 85,000. This causes the number of City employees per 1,000 of population to drop to less four.

The City of Twin Falls currently has a total of 311.75 full-time professionals working to deliver services to the citizens of Twin Falls. The FY 2020 budget adds a net total of 0.25 full-time equivalent (FTE) positions to assist with increased workloads and to meet the service delivery demands of our citizens and partners.



In some cases, funds for new positions in the FY 2020 budget are a result of modifying existing contracts for service with external/private partners or a reallocation of project or operating funds. In these instances,

the positions do not represent new costs to the organization. The total number of positions allocated in the FY 2020 recommended budget bring the City of Twin Falls total FTE count to 312.

The other expenditures associated with personnel in the FY 2020 budget:

- Provides for performance-based adjustment for all employees (3%)
- Moves the City's compensation table (3%)
- Increased funding for health care insurance (5%)

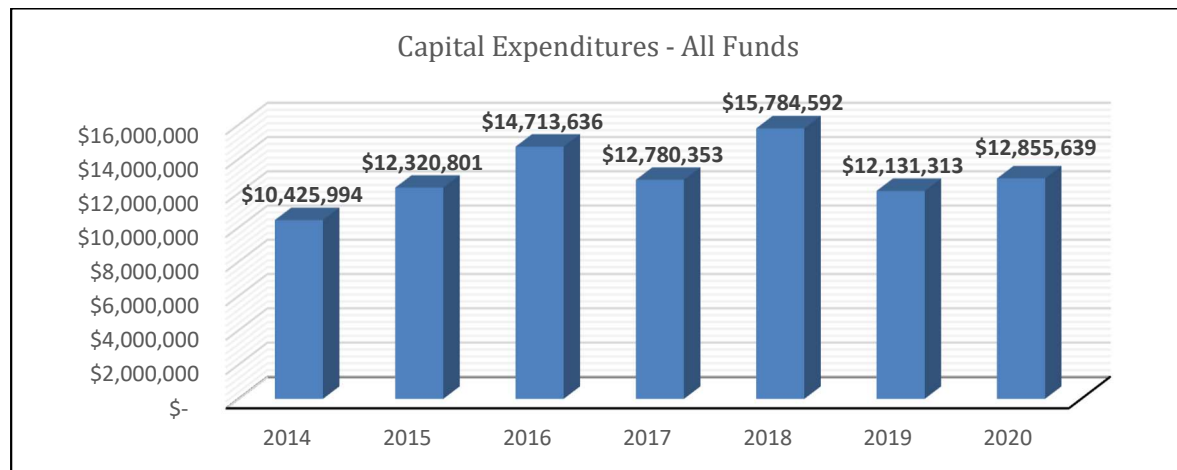
Capital Fund and Total Capital Investment

The City of Twin Falls owns and maintains a diverse collection of assets and facilities, which include:

- 103 buildings and structures throughout Twin Falls, ranging from the Magic Valley Regional Airport to administrative buildings; from police and fire stations to water delivery and treatment structures;
- 1,476 acres of open spaces and developed park lands, including world-class amenities such as Auger Falls, Shoshone Falls and Dierkes Lake;
- 640 lane miles to maintain.

A small sampling of the capital initiatives that have been funded in this budget include: making improvements to our water, wastewater and transportation systems; improving our trail systems; making miscellaneous park improvements; rotating our fleet, vehicles, machinery and equipment; improvements to the city's golf course; and repair and replacement of sidewalks.

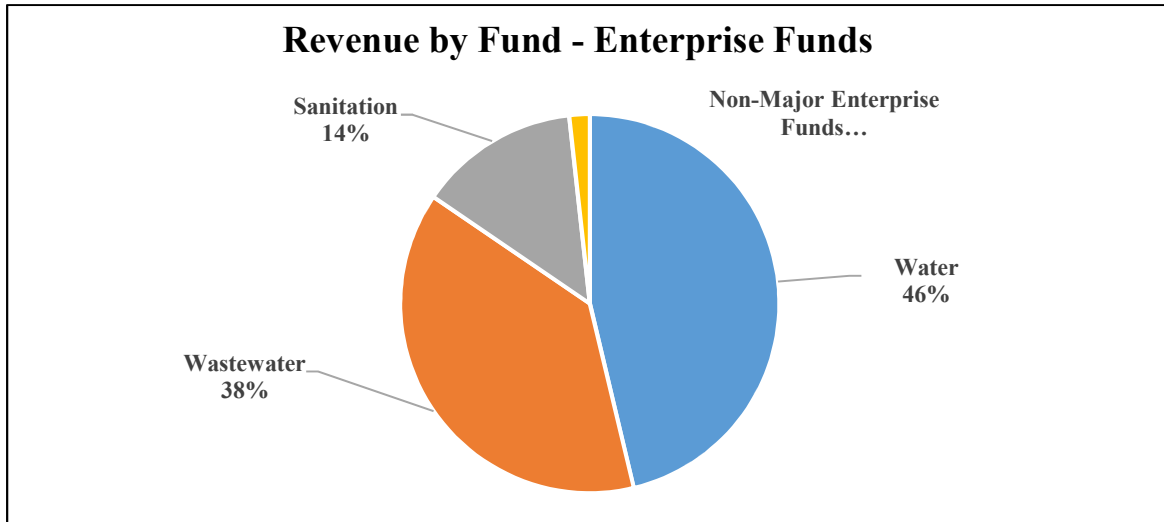
As demonstrated by the partial list above, the ongoing development, expansion, maintenance, and repair of these capital assets is necessary, recognizing the critical value of civil infrastructure to the economic, aesthetic, and functional viability of the City. For accounting purposes and based on best practices recommendations of the Government Finance Officers Association (GFOA), the City of Twin Falls capitalizes acquisitions and improvements that are durable and in excess of \$5,000. In total, the FY 2020 budget allocates \$12,855,639 to fund needed, critical and desired capital improvements and community amenities. In FY 2019, the City of Twin Falls budgeted a total of \$12,131,313 for capital improvements. The FY 2020 allocation is an increase of \$724,326, or 5.97%.



As illustrated in the graph above, the City of Twin Falls has budgeted \$91,012,328 for capital improvements since 2014. In addition (not included in graph), since 2012, \$57,302,056 has been spent on the Wastewater Treatment Plant Improvement (\$45,570,000), City Hall (\$7,575,948), and Public Safety Complex (\$4,156,108) projects.

Major Enterprise Fund Revenues

Enterprise Funds account for \$25.36 million (36.2%) of the \$70.06 million total revenues budgeted in the FY 2020 budget. Enterprise Fund reserves equal \$.64 million of the \$2.6 million total for all funds, which brings total funding for Enterprise Funds to \$26 million (35.8%) of the \$72.68 million total. The majority of revenues, or almost 92.5%, are from user fees. The remaining revenue sources include investment earnings, inter-fund transfers, and miscellaneous income.



Water Fund

The Water Fund supports the following water-related activities: water supply, water distribution, pressurized irrigation, and utility billing. For FY 2020, water rates increased by 1%. The average water user (18,000 gallons) will see an increase of \$.41 per month and \$4.93 per year. Revenue projections estimate \$11,733,738 in the Water Fund, which represents an increase of \$39,827 (.34%) compared to the FY 2019 total of \$11,693,910.

Wastewater Fund

The Wastewater Fund is used to support all wastewater services provided by the City of Twin Falls, namely wastewater collection and wastewater treatment. For FY 2020, wastewater rates increased by 1%. The average residential customer who sends up to the maximum cap 12,000 gallons will see an increase of \$.30 per month and \$3.58 per year. Revenue projections estimate \$9,704,742 in the Wastewater fund, which combined with reserves of \$200,000, equals \$9,904,742 in total funding. This represents a decrease of \$37,137 (.37%) compared to the FY 2019 total of \$9,941,879.

Sanitation

The City's Sanitation Fund supports the City's sanitation and recycling programs. For FY 2020, sanitation rates increased by 4.9%. The average monthly bill paid by the City's residential customers will increase by \$.90 from \$18.44 to \$19.34, or \$10.80 for the year. Revenue projections estimate \$3,479,201 in the Sanitation Fund, which represents an increase of \$170,726 (5.16%) compared to the FY 2019 total of \$3,308,475.

Incorporation of the City's Foregone Balance

Over the past several years, considerable time has been spent illustrating the cost-benefit analysis of using the City's foregone balance. Section 63-802 (e) of the Idaho Code states, "...In the case of a non-school district for which less than the maximum allowable increase in the dollar amount of property taxes is certified for annual budget purposes in any one (1) year, such a district may, in any following year, recover the foregone increase by certifying, in addition to any increase otherwise allowed, an amount

not to exceed one hundred percent (100%) of the increase originally forgone.” Each year the City has elected not to take the statutory maximum increase has impacted the amount of revenue available in the following fiscal year. Simply, the base by which the three percent is calculated is smaller.

The City’s forgone balance is only permitted for as long as the laws on this topic remain unchanged. State legislators have discussed the need to change foregone balance laws in each of the last several legislative sessions. For now, recovering past foregone increases is still an option for cities in Idaho. The decision to incorporate all, or a portion, of the City’s forgone balance remains with the City Council.

The City of Twin Falls has had a forgone balance since the adoption of the 2009-2010 fiscal year budget. The forgone balance grew to a high of \$2,186,253 in FY 2017 and FY 2018. Each year the Council elected not to take the statutory allowed increase, the forgone balance increased. The table below illustrates the changes to the City’s forgone balance since FY 2010.

	Amount/year	Cumulative Amt.
FY 2010	\$539,902.00	\$539,902.00
FY 2011	\$476,376.00	\$1,016,278.00
FY 2012	\$463,422.00	\$1,479,700.00
FY 2013	-\$1,123.00	\$1,478,577.00
FY 2014	\$8,630.00	\$1,487,207.00
FY 2015	\$395,464.00	\$1,882,671.00
FY 2016	\$266,548.00	\$2,149,219.00
FY 2017	\$37,034.00	\$2,186,253.00
FY 2018	\$0.00	\$2,186,253.00
FY 2019	-\$770,000.00	\$1,416,284.00
FY 2020	\$0.00	\$1,416,284.00

During the creation of the FY 2019 budget, the Council had extensive discussions about funding Council priority capital projects with foregone revenue. At the conclusion of these discussions, the Council elected to incorporate a portion of the foregone balance into the FY 2019 budget. That budget included \$770,000 for the completion of three sidewalk construction projects and two street overlay projects. Those projects are currently underway.

The proposed FY 2020 budget does not include the recovery of any additional foregone balance. However, the \$770,000 that was recovered in FY 2019 has been set aside in the proposed FY 2020 budget to fund additional Council priority capital projects. During the creation of the proposed FY 2020 budget, the Council discussed various capital projects and provided direction regarding their priorities for the \$770,000. The proposed FY 2020 budget includes the following Council priority capital projects:

- The purchase of pedestrian barricades for use during parades and special events - \$70,000
- Finalization of the funding for the Downtown Archway project - \$150,000
- Planning and Engineering contract services funding to redesign the Shoshone Falls/Dierkes Lake Park access road - \$300,000
- Sidewalk projects to improve routes to schools (we’ll work with the School District to identify the specific projects) - \$250,000

How much more will City Services Cost?

Over the last ten fiscal years, the City's tax rate fluctuated significantly, ranging from a high of \$7.86 per \$1,000 (FY 2014 and 2016) of taxable value to a low of \$6.59/\$1,000 (FY 2010) of taxable value. The average of the tax rate assessed over the course of the last seven fiscal years (2013-2019) is \$7.72/\$1,000 in taxable value. It is important to recognize the tax rate does not necessarily indicate an individual's tax burdens. The tax rate is simply a multiplier used to determine a property owner's proportionate share of property tax liability. It is a fraction of a local government's total property tax collections divided by the total taxable value of that local government unit.

	FY 2019 Adopted Budget	FY 2020 Proposed Budget	Variance
Property Tax	Tax Rate of: \$7.50/\$1,000	Tax Rate of: \$7.12/\$1,000	Tax Rate of: -\$.38/\$1,000
Median Valued Home of an owner-occupied home: \$182,000 in FY 2019 \$205,000 in FY 2020	\$682.85 <i>(annual)</i> \$56.90 <i>(monthly)</i>	\$747.87 <i>(annual)</i> \$62.32 <i>(monthly)</i>	\$65.02 <i>(annual)</i> \$5.42 <i>(monthly)</i>
Utility Bills			
Average Residential Customer Consumption of:			
<i>Water - 18,000 gallons</i>	\$51.85	\$52.26	\$0.41
<i>Sewer - 12,000 gallons</i>	\$29.84	\$30.14	\$0.30
<i>Sanitation & Recycling</i>	\$18.44	\$19.34	\$0.90
Monthly Total of Property Tax and Utility Bills	\$157.03 <i>monthly</i>	\$164.06 <i>monthly</i>	\$7.03 <i>monthly</i>

Approval

There is no approval at this point in the process.

Budget Impact:

There are no current budgetary or financial impacts from the conversation. From this process, we will establish the budget for FY 2019.

Regulatory Impact:

There is no regulatory impact.

Attachments

Recommended Budget for FY 2020 can be found online.