



Twin Falls City Council Agenda

Monday, July 10, 2017, 5:00 PM

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) CONSIDERATION OF AMENDMENTS TO AGENDA
- 4) PROCLAMATIONS: None
- 5) GENERAL PUBLIC INPUT
- 6) CONSENT CALENDAR
 - a) Request to approve the Accounts Payable for June 27-July 10, 2017.
Purpose: Action By: Sharon Bryan, Deputy City Clerk
 - b) Request to approve the June 26, 2017, City Council Minutes.
Purpose: Action By: Sharon Bryan, Deputy City Clerk
 - c) Request to accept the Improvement Agreement for the purpose of developing Meadow West Subdivision.
Purpose: Action By: Troy Vitek, Assistant City Engineer
 - d) Request to approve a Trust Agreement for Meadow West Subdivision, placing all Lots and Tracts in trust.
Purpose: Action By: Troy Vitek, Assistant City Engineer
 - e) Request to approve the Avigation Easement for 3383(E) N 3100 E for James Ray.
Purpose: Action By: Troy Vitek, Assistant City Engineer
 - f) Request to approve a Curb-Gutter-Sidewalk & Driveway Deferral Agreement at 330 Jackson Street for Juan J. Santos.
Purpose: Action By: Troy Vitek, Assistant City Engineer
 - g) Request to approve the Final Plat for the Latitude 42 Subdivision No. 2 - A PUD, consisting of 14 lots and 24.81 acres (+/-) located on the south side of Pole Line Road West and west of the Reformed Church. c/o EHM Engineers, Inc.
Purpose: Action By: Rene'e V. Carraway-Johnson, Zoning & Development Manager

- h) Request to approve Findings of Fact, Conclusions of Law, and Decision for: Special Use Permit for Jim Boyd for the purpose of constructing a professional office on Lot 5 of the Eastpark Professional Subd. No. 2 and Special Use Permit for Jim Boyd for the purpose of constructing a professional office on Lot 6 of the Eastpark Professional Subd. No. 2.
Purpose: Action By: Rene'e V. Carraway, Zoning & Development Manager
- i) Request to approve the Cycle Magic Valley bicycle ride sponsored by the Magic Valley Trail Enhancement Committee (MaVTEC). This event is scheduled to be held on Saturday, July 22, 2017, from 7:00 a.m. to 5:00 p.m.
Purpose: Action By: Justin Dimond, Sergeant
- j) Request from Armando Cordero, on behalf of St. Edward's Church, to approve the 7th Annual Kermes event, also known as the Hispanic Food Festival. This fundraising event will be held at the Twin Falls City Park on August 6, 2017, from 11:00 a.m. to 8:00 p.m.
Purpose: Action By: Justin Dimond, Sergeant

7) ITEMS OF CONSIDERATION

- a) Presentation of an Idaho Power Rebate.
Purpose: Presentation By: Mike Pohanka, Idaho Power
- b) Request to approve a Memorandum of Understanding between Twin Falls Preservation Inc, the Urban Renewal Agency of the City of Twin Falls, and the City of Twin Falls for the placement and ongoing maintenance of the John E. Hayes Statue.
Purpose: Action By: Nathan Murray, Economic Development Director
- c) Update of the Twin Falls Urban Renewal Agency Main Avenue Redevelopment Project.
Purpose: Presentation By: Mark Bowen and Perrin Robinson, CH2M
- d) Request to award the 2017-06 Mill & Paving Project to Staker & Parson Companies, Inc. dba Idaho Materials Construction of Twin Falls, Idaho, in the amount of \$774,038.
Purpose: Action By: Josh Baird, Staff Engineer
- e) Request to award a contract for design services for the illumination of Cheney Drive with JUB Engineers, Inc. in the amount of \$39,900.00.
Purpose: Action By: Jackie Fields, City Engineer
- f) Request to amend the Guaranteed Maximum Price for the City Hall project.
Purpose: Action By: Mitch Humble, Deputy City Manager
- g) Presentation of the City Manager's Recommended Budget for FY 2018 followed by citizen input.
Purpose: Presentation By: Travis Rothweiler, City Manager

8) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

9) PUBLIC HEARINGS

10) ADJOURNMENT

- a) Executive Session 74-203(5)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member, individual agent or public school student

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

Public Input Procedures

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

Public Hearing Procedures for Zoning Requests

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



Twin Falls City Council Minutes

Monday, June 26, 2017, 5:00 PM

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Shawn Barigar, Vice Mayor Suzanne Hawkins, Councilmember Chris Talkington, Councilmember Nikki Boyd, Councilmember Greg Lanting, Councilmember Christopher Reid, Councilmember Ruth Pierce

Absent: None

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Mitch Humble, Deputy City Manager Brian Pike, City Attorney Fritz Wonderlich, Deputy City Attorney Shayne Nope, Building Official Jarrod Brodi, Parks and Recreation Director Wendy Davis, Planning and Development Manager Renee Carraway-Johnson, Deputy City Clerk Sharon Bryan

Mayor Barigar called the meeting to order at 05:05: 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) CONSIDERATION OF AMENDMENTS TO AGENDA

None.

4) PROCLAMATIONS: None

5) GENERAL PUBLIC INPUT

John Kapalaris, Twin Falls, Idaho thanked City Council and Staff for being transparent and accessible. He is concerned about the videoing and hard to hear.

Discussion ensued on the following:
Audio will be addressed for the new Council Chamber

City Manager Rothweiler said that IS staff will be looking into the volume.

6) CONSENT CALENDAR

- a) Request to approve the Accounts Payable for June 20-26, 2017.
- b) Request to approve the June 19, 2017, City Council Minutes
- c) Request from Carolyn White, on behalf of the Magic Valley Arts Council and the Twin Falls Rotary, to approve the 26th Annual Arts in the Park to be held at the Twin Falls City Park on

Friday, July 28, and Saturday, July 29, 2017. This event will run from 5:00 p.m. to 7:30 p.m. on Friday and will continue from 9:00 a.m. to 6:00 p.m. on Saturday.

- d) Request to approve the 6th Annual Magic Valley Beer Festival to be held in the Twin Falls City Park on Saturday, August 5, 2017, from 1:00 p.m. to 6:00 p.m.
- e) Request by Associate Pastor Rob Heidemann, representing Amazing Grace Fellowship, to hold the "Amazing Grace Fellowship Service in the Park" event. This event is scheduled to take place in the Twin Falls City Park on August 20, 2017, from 10:30 a.m. to 12:00 p.m.
- f) Request from Helene Peterson, representing Make-A-Wish Idaho, to approve the Walk for Wishes Twin Falls 2017 event. This fundraising event will be held at the Twin Falls Visitor Center on September 30, 2017.

MOTION:

Councilmember Lanting moved to approve the Consent Calendar as presented.

Councilmember Pierce seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

7) ITEMS OF CONSIDERATION

- a) Award presentation to City employees.

Deputy City Attorney Nope explained that at the Idaho Municipal Attorney's Conference Fritz Wonderlich and Jackie Wakefield received the Pillar of the Community Award.

City Attorney Wonderlich thanked Council

- b) Request to approve the Facility Use Agreement between Twin Falls School District and the City of Twin Falls.

Recreation Director McClintock reviewed the Facility Use Agreement between Twin Falls School District and the City of Twin Falls.

Discussion ensued on the following:

Agreement works well.

Swim Team for school district has allotted time.

Swim Team Season August through November.

Swim Team is for Canyon Ridge and Twin Falls High Schools.

Brady Dickenson thanked City Council for the partnership between the Twin Falls School District and City of Twin Falls.

MOTION:

Councilmember Talkington moved to approve the Facility Use Agreement between Twin Falls School District and the City of Twin Falls. Vice Mayor Hawkins seconded the motion. Roll call vote showed all members present voted in Favor of the motion. 6 to 0.

- c) Request from the Boys and Girls Club of Magic Valley to waive all building permit fees to construct a new detached covered patio structure at their 999 Frontier Rd. location.

Lindsey Westburg, Executive Director of the Boys and Girls Club of Magic Valley asked Council to waive fees.

MOTION:

Vice Mayor Hawkins moved to waive all building permit fees to construct a new detached covered patio structure at their 999 Frontier Road Location for Boys and Girls Club of Magic Valley. Councilmember Reid seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- d) Request to adopt an **Ordinance** for the Vacation of 2 easements 1) utility, vehicular & drainage easement approximately 15'x160' along the western border of Lot 3, Blk 2 of West Park Commercial Subdivision No.2 and 2) a utility, vehicular & drainage easement approximately 25' x 244' along the northern boundary of Lot 3 Blk 2 of West Park Commercial Subdivision No. 2 on property located at 1821 Canyon Crest Drive. c/o Gerald Martens on behalf of Jason Vickrey (app. 2858)

Planning and Development Manager Carraway-Johnson gave staff report.

MOTION:

Councilmember Lanting made a motion to suspend the rules and place Ordinance 2017-19 on third and final reading by title only. Councilmember Talkington seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0

Deputy City Clerk Bryan read the ordinance by title only:

ORDINANCE NO. 2017-19_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, VACATING THE EASEMENT DESCRIBED BELOW.

MOTION:

Councilmember Pierce made a motion to adopt Ordinance 2017-19. Councilmember Reid seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

- e) Request to adopt an **Ordinance** for the Vacation of 15' x 78.52', 1,178 sf, utility and drainage easement between Lots 3 and 4 of the J.E. White Subdivision No. 2 on property located at 985

Beverly Circle. c/o Blue Lakes Place, LLC-Jim Paxton (app. 2850)

Zoning and Development Manager Carraway-Johnson gave staff report.

MOTION:

Vice Mayor Hawkins made a motion to suspend the rules and place Ordinance 2017-20 on third and final reading by title only. Councilmember Pierce seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0

Deputy City Clerk Bryan read the ordinance by title only:

ORDINANCE NO.2017-20

AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO,
VACTING THE EASEMENT DESCRIBED BELOW.

MOTION:

Vice Mayor Hawkins made a motion to adopt Ordinance 2017-20. Councilmember Pierce seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

- f) Consideration of the **PUD Agreement** between the City of Twin Falls and HB Properties L.L.C.
Planning and Zoning Manager Carraway-Johnson gave staff report

Discussion ensued on the following:
What business will be in the Buildings
Access to the property.

MOTION:

Council member Talkington moved to approve the PUD Agreement between the City of Twin Falls and HB Properties LLC. Vice Mayor Hawkins seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

8) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

Councilmember Talkington gave report on the Association of Idaho Cities Conference. He said that the Solar Eclipse will draw several people and we need our help the cities directly affected.

Attorney General Jim Jones

Councilmember Talkington said that Attorney General Jim Jones commended the leadership of the City of Twin Falls.

Councilmember Pierce Thanked the citizens that attend the City Council meetings regularly.
Councilmember Pierce thanked Shawn Barigar, Nate Murray and Josh Palmer for their participation in the Economic Development Conference.
Councilmember Pierce gave an update on the Archway Project.

Vice Mayor Hawkins reported on the Awards given to the City of Twin Falls from the Association of Idaho Cities.

City Manager Rothweiler reported on the following:

Due to the Solar Eclipse City Council Meeting has been postponed until August 22, 2017.

No meeting July 3, 2017.

Fireworks on 4th of July at CSI around 10:00 PM

July 10, 2017 City Council Meeting - Budget presentations begin.

July 11 - Community Strategic Planning Meetings 7:00 PM at Twin Falls High School

July 12 - Community Strategic Planning Meeting 7:00 PM At Canyon Ridge High School

9) PUBLIC HEARINGS: None

10) ADJOURNMENT:

- a) 74-206(1)(j) To consider labor contract matters authorized under section 67-2345A (1)(a) and (b), Idaho Code.

MOTION:

Councilmember Lanting moved to adjourn to Executive Session Idaho Code Section 74-206(1)(j) To consider labor contract matters authorized under section 67-2345A (74-206A)(1)(a) and (b), Idaho Code. Councilmember Reid seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0

Sharon Bryan, Deputy City Clerk



Date: Monday, July 10, 2017
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Request to accept the Improvement Agreement for the purpose of developing Meadow West Subdivision.

Time Estimate:

The staff presentation will take approximately 2 minutes.

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. Meadow West Subdivision Improvement Agreement

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this 10 day of Nov., 2015, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and Grandview Farms, LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Meadow West Subdivision.

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

WHEREAS, Developer desires to develop said real property for the following purposes: Residential and Neighborhood Overlay.

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

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

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

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

WITNESSETH

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

I.

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

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

II.

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

a. Surety Bond

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

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

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

III.

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

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

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

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

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

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

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

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

IV.

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

X.

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

XI

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

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

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

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

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

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

XII.

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

PUBLIC WAYS

(a) Required Improvements

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

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

(8) Street signs and traffic control devices on all public streets.

(9) Street lights as determined by City policy for street light installation.

(b) City Costs

(1) The cost of any street signs or traffic control devices installed by the City on new or existing streets.

(2) The cost of any required street lights (standard luminaires mounted on a wood pole). The Developer shall pay the extra cost of any decorative luminaires or poles. Prior approval will be required, and the cost of maintenance, replacement and power usage will be considered.

(c) Required Inspections and Testing

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

WATER SYSTEM

(a) Required Improvements

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

- Chief. If the development is to be constructed in phases, the water system shall be looped back to the City system during the first phase. No dead-end lines will be allowed during any phase of the project.
- (2) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City water distribution network in accordance with existing sizing guidelines.
 - (3) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users or creating a critical situation in the suppression of fires.
 - (4) Fire hydrant connections and fire hydrants spacing to substantially comply with the minimum standards suggested by the Fire Rating Bureau and American Water Works Association. Fire hydrants are required in all developments.
 - (5) One water service line shall be constructed to each building site at the time the water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way.

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

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

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

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

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

(b) City Costs

- (1) None.

(c) Required Inspections

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

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

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

(b) City Costs

(1) None.

(c) Required Inspections and Testing

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

DRAINAGE SYSTEM

(a) Required Improvements

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

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

(b) City Costs

(1) None.

(c) Required Inspections and Testing

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

GRAVITY IRRIGATION SYSTEM

(a) Required Improvements

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

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

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

PRESSURE IRRIGATION SYSTEM(a) Required Improvements

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

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

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

SPECIAL FEATURES

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

a) Required Improvements

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.

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:

MEADOW WEST SUBDIVISION

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

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer

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

On this 10th day of November, 2015, before me, the undersigned, a Notary Public for Idaho, personally appeared Gary Wolverton Jr, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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



Martha Tolma
Notary Public for Idaho
Residing at Twin Falls, Idaho

Exp 10/17/18



Date: Monday, July 10, 2017
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Request to approve a Trust Agreement for Meadow West Subdivision, placing all Lots and Tracts in trust.

Time Estimate:

Background:

The Meadow West Subdivision is located at the southwest corner of the intersection of Falls Avenue West and Grandview Drive North. The developer is requesting to place the aforementioned lots in trust in lieu of constructing the improvements.

Approval Process:

Budget Impact:

None

Regulatory Impact:

History:

N/A

Analysis:

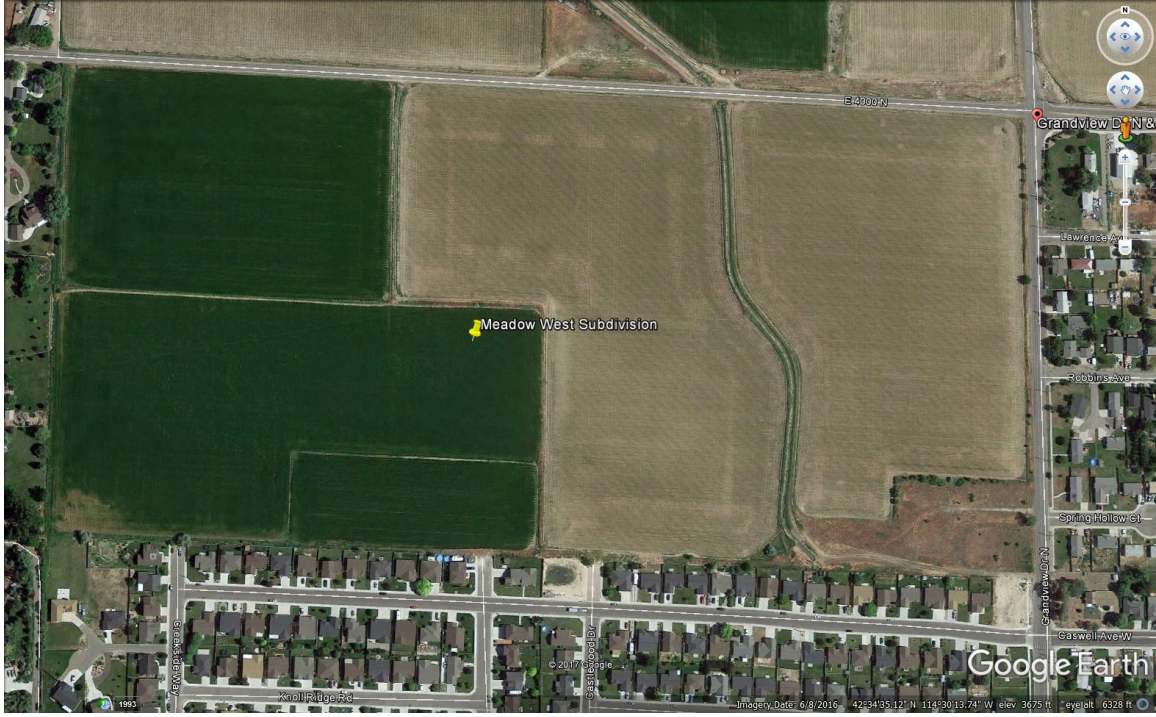
N/A

Conclusion:

Staff recommends that the Council accept the agreement and authorize the Mayor to sign.

Attachments:

1. Aerial Image
2. Final Plat
3. Trust Agreement



MEADOW WEST SUBDIVISION, a PUD
Located In
N² NE⁴, Section 7
Township 10 South, Range 17 East Boise
Meridian
Twin Falls County, Idaho
2017

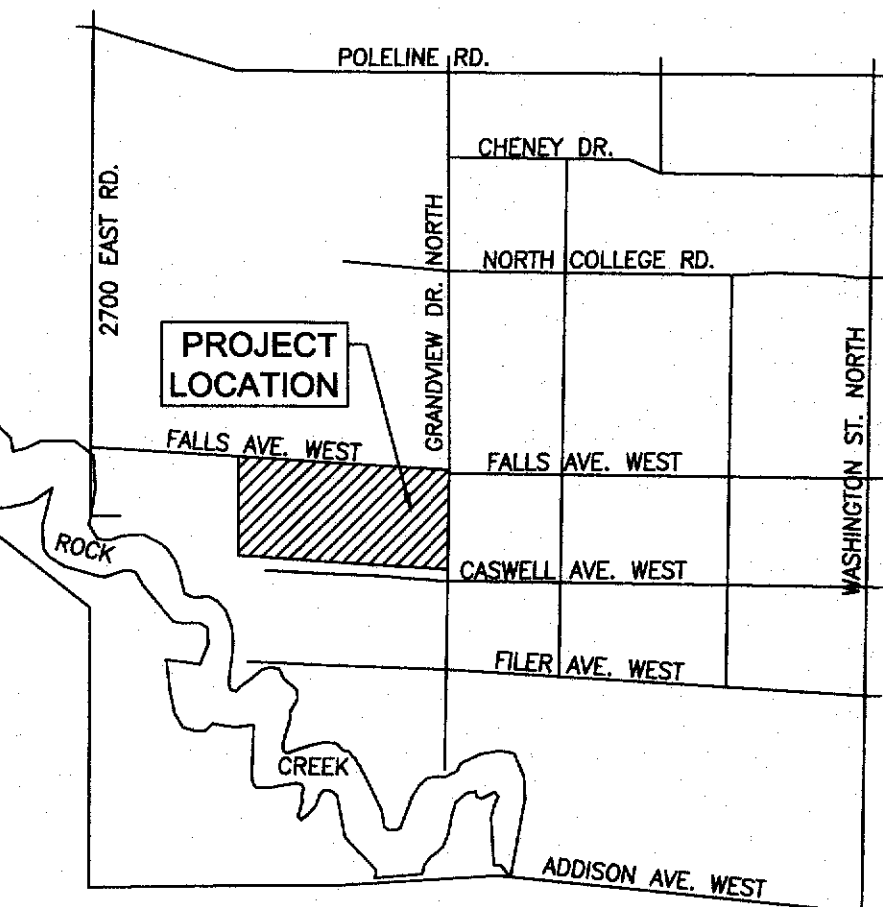
PLAT SHEET INDEX	
Sheet Number	Sheet Title
1 OF 11	PLAT FACE
2 OF 11	SHEET 2
3 OF 11	SHEET 3
4 OF 11	SHEET 4
5 OF 11	SHEET 5
6 OF 11	SHEET 6
7 OF 11	SHEET 7
8 OF 11	EASEMENT & TRACT DETAILS
9 OF 11	CURVE & LINE TABLES
10 OF 11	CERTIFICATE OF OWNERS
11 OF 11	ACKNOWLEDGEMENTS

RECEIVED
APR 28 2017
CITY OF TWIN FALLS
ENGINEERING DEPT.

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Legend

SUBDIVISION BOUNDARY LINE	_____
SECTION LINE	_____
EASEMENT LINE	_____
ADJACENT PROPERTY LINE	_____
CENTERLINE OF STREET	_____
LOT LINE	_____
CALCULATED POINT (NOT SET)	△
FOUND BRASS CAP	⊙
FOUND 5/8" REBAR (AS NOTED)	○
FOUND ALUMINUM CAP	◆
SET 5/8" x 24" REBAR & CAP - LS 10110	●
SET 1/2" x 24" REBAR & CAP - LS 10110	•

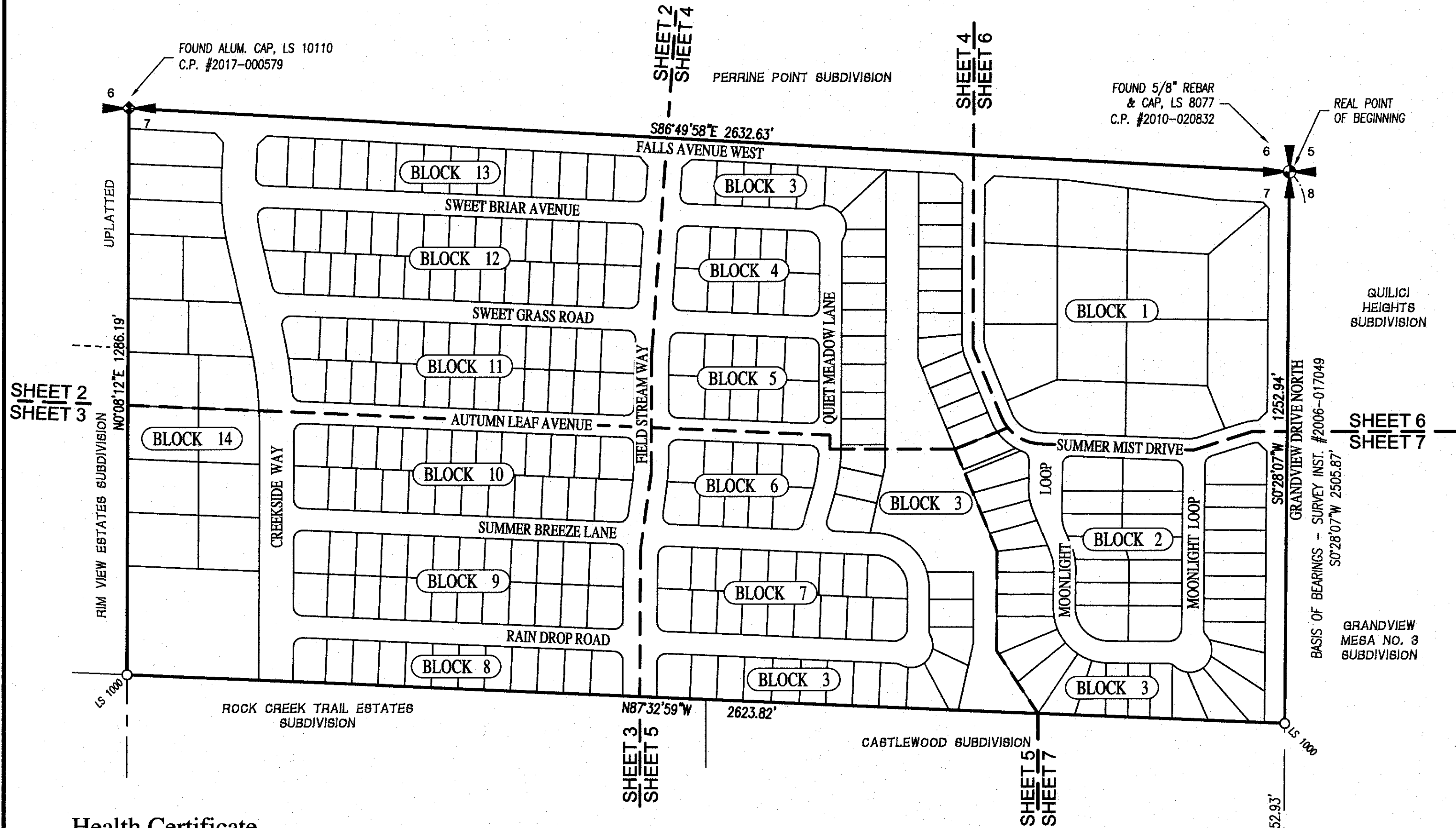
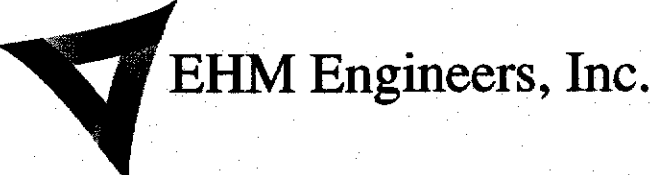


n.t.s.

Vicinity Sketch

Survey Reference
#2006-017049

Deed References
#2006-010531
#2006-010532



Health Certificate

"SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED BASED ON THE STATE OF IDAHO, DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. BUYER IS CAUTIONED AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED."

DISTRICT HEALTH DEPARTMENT, EHS

DATE:

Monument Certification

THE INTERIOR MONUMENTS ON THIS PLAT SHOWN AS "TO BE SET" WILL BE SET IN ACCORDANCE WITH SECTION 50-1333, IDAHO CODE, ON OR BEFORE 1 YEAR AFTER THE RECORDATION OF THE FINAL PLAT OR AS DETERMINED BY THE CITY OF TWIN FALLS.

Notes:

- BLOCK 1 SHALL HAVE NO DIRECT ACCESS FROM GRANDVIEW DRIVE NORTH AND ONLY ONE ACCESS FROM FALLS AVENUE WEST.
- A 15 FOOT WIDE UTILITY EASEMENT EXISTS ADJACENT TO ALL STREET FRONTAGES AND FRONT LOT LINES, WITH THE EXCEPTION OF LOTS 10 THROUGH 12, BLOCK 1, WHICH WILL BE SUBJECT TO THE PROVISIONS IN NOTE 6 BELOW.
- ALL RESIDENTIAL LOTS ADJACENT TO GRANDVIEW DRIVE NORTH AND FALLS AVENUE WEST SHALL BE ACCESSED FROM INTERIOR STREETS.
- TRACTS A AND B SHALL BE MAINTAINED BY THE CITY OF TWIN FALLS.
- TRACTS C, D AND E SHALL BE OWNED AND MAINTAINED BY THE MEADOW WEST HOMEOWNER'S ASSOCIATION.
- CROSS USE ACCESS, UTILITY, DRAINAGE AND CROSS USE PARKING EASEMENTS ARE SET FORTH IN THE RECIPROCAL EASEMENT AGREEMENT RECORDED AS INSTRUMENT # _____ ACROSS THE NON BUILDABLE PORTIONS OF THE PROPERTY.



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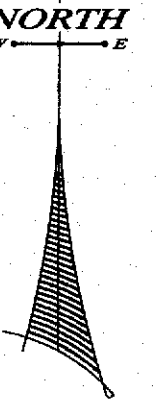
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SEE SHEET 3 OF 11

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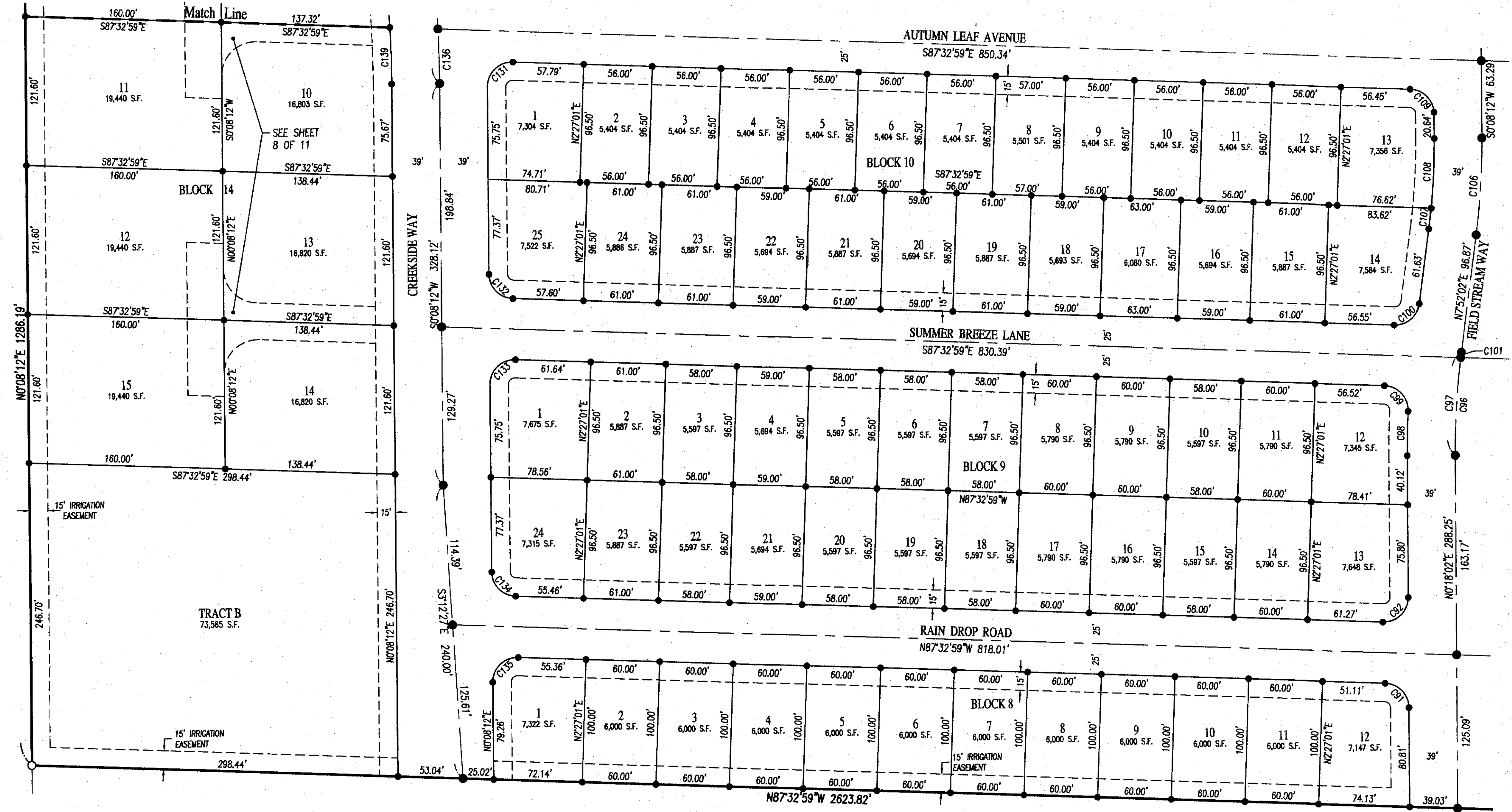
EHM Engineers, Inc.



SEE SHEET 4 OF 11



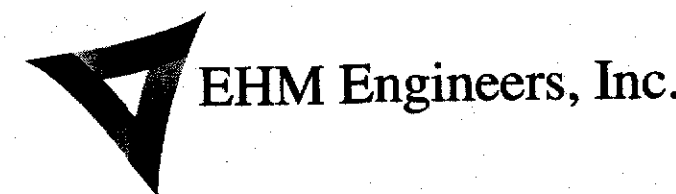
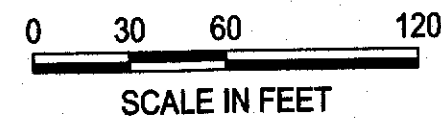
SEE SHEET 2 OF 11



SEE SHEET 5 OF 11

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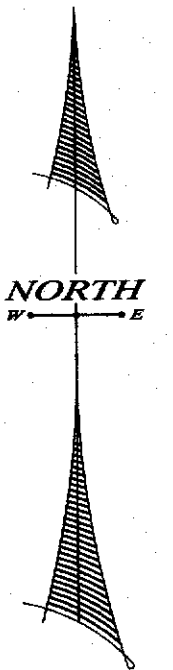
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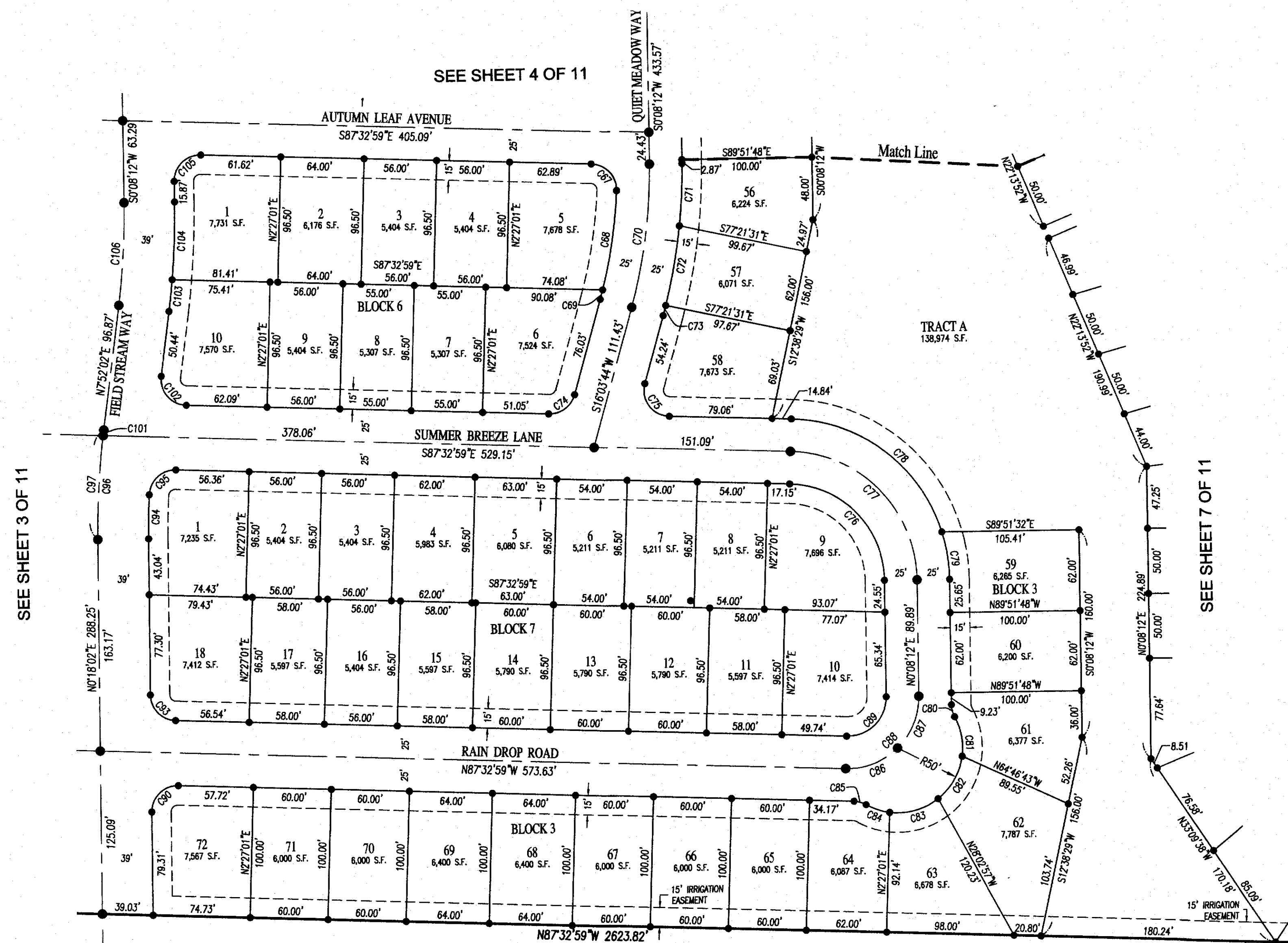


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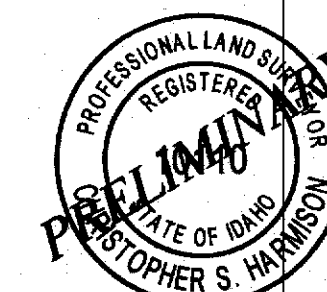




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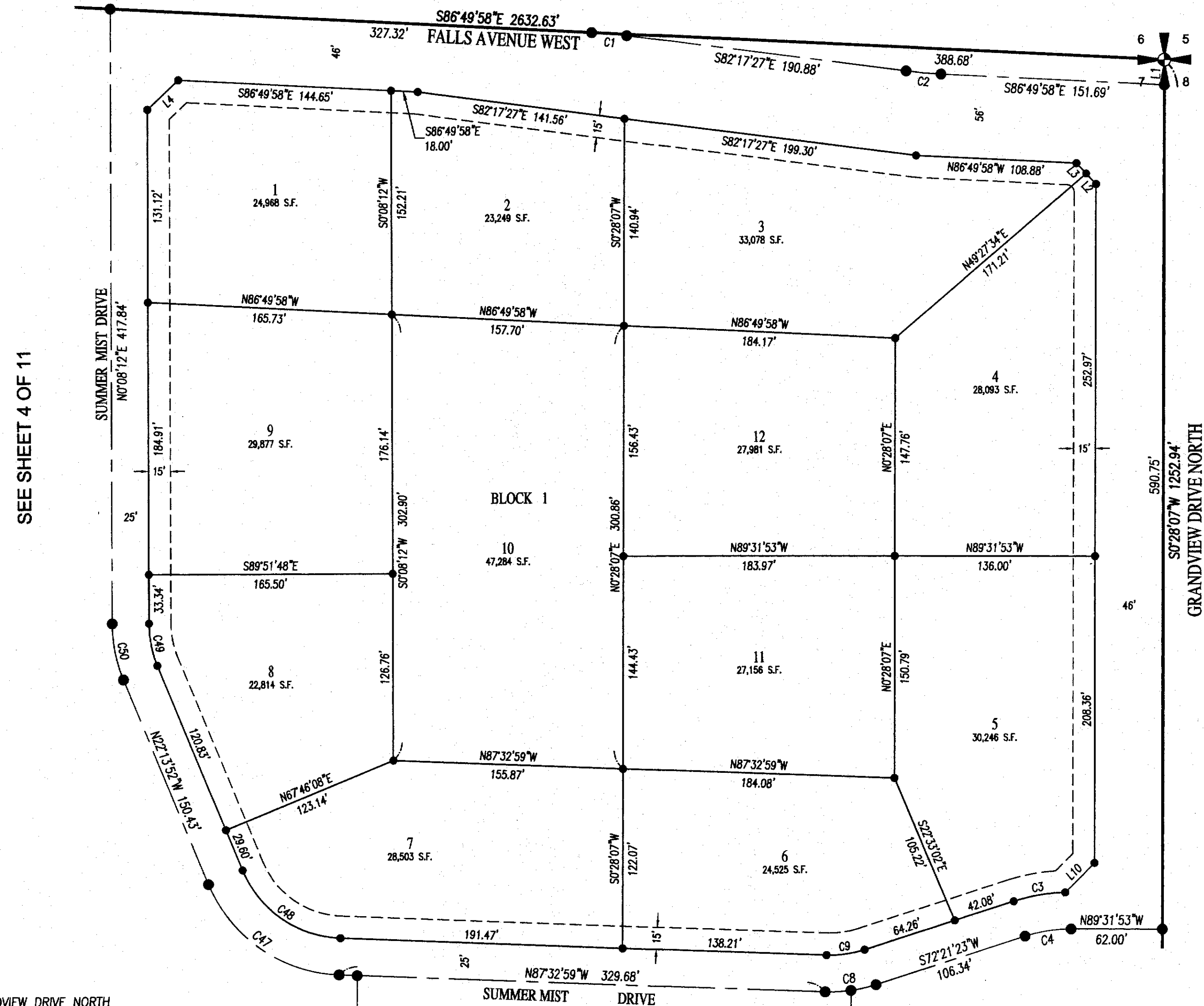


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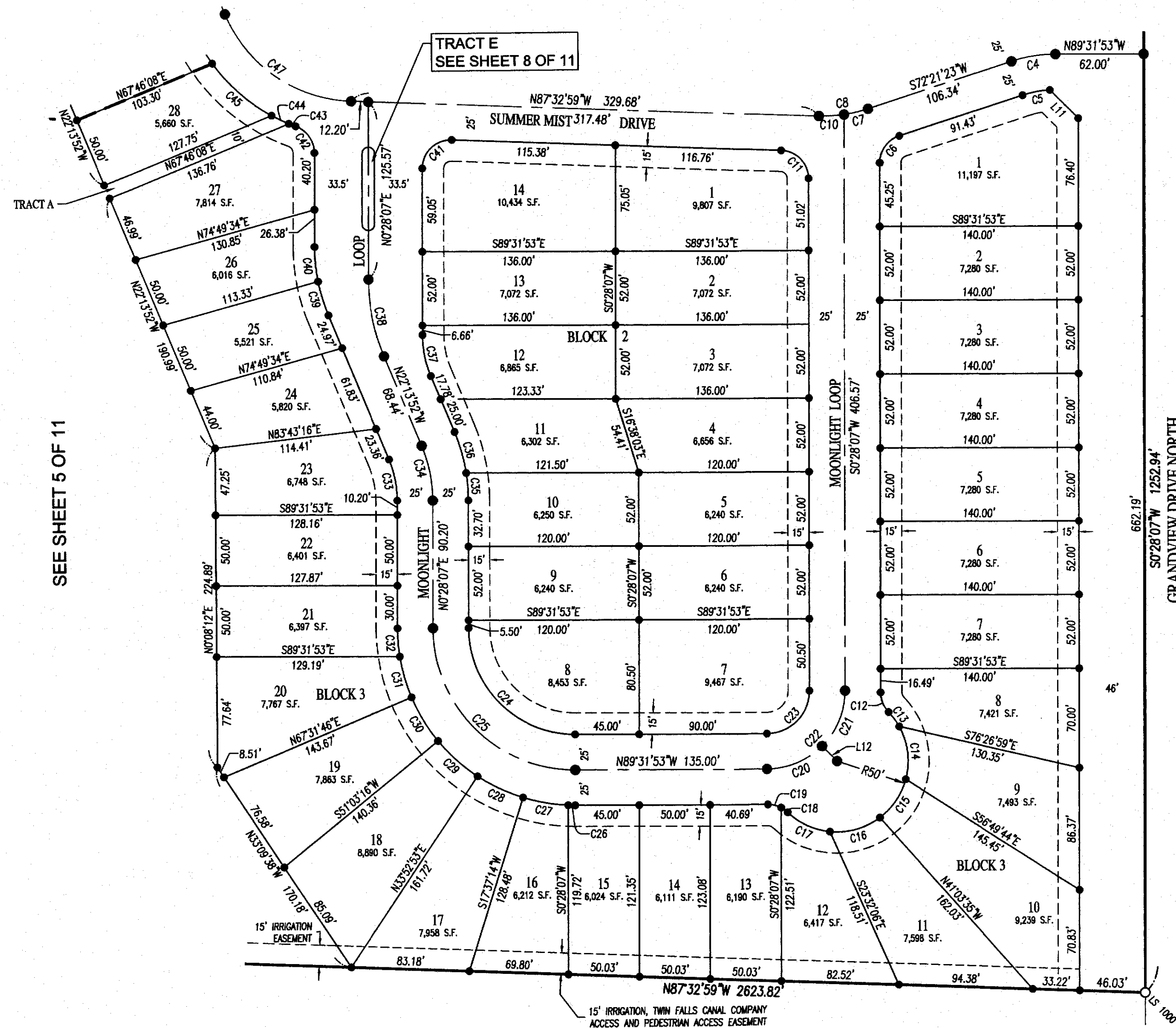
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 EHM Engineers, Inc.



SEE SHEET 6 OF 11

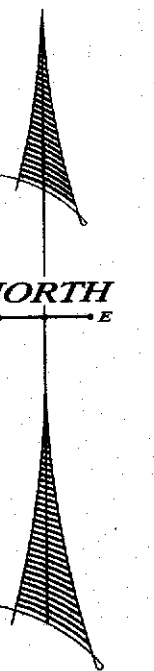


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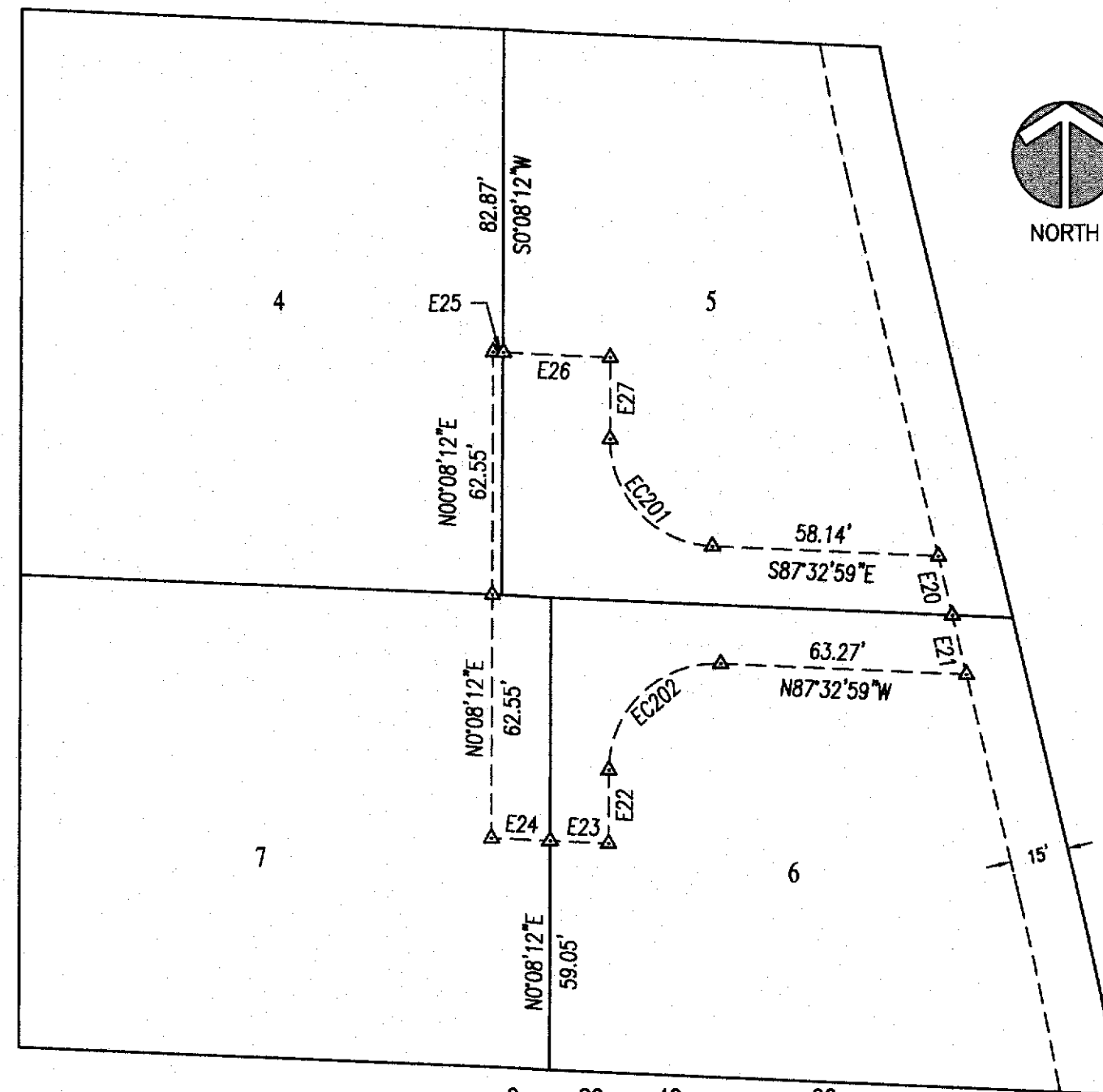
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ACCESS & UTILITY EASEMENT DETAIL BLOCK 14



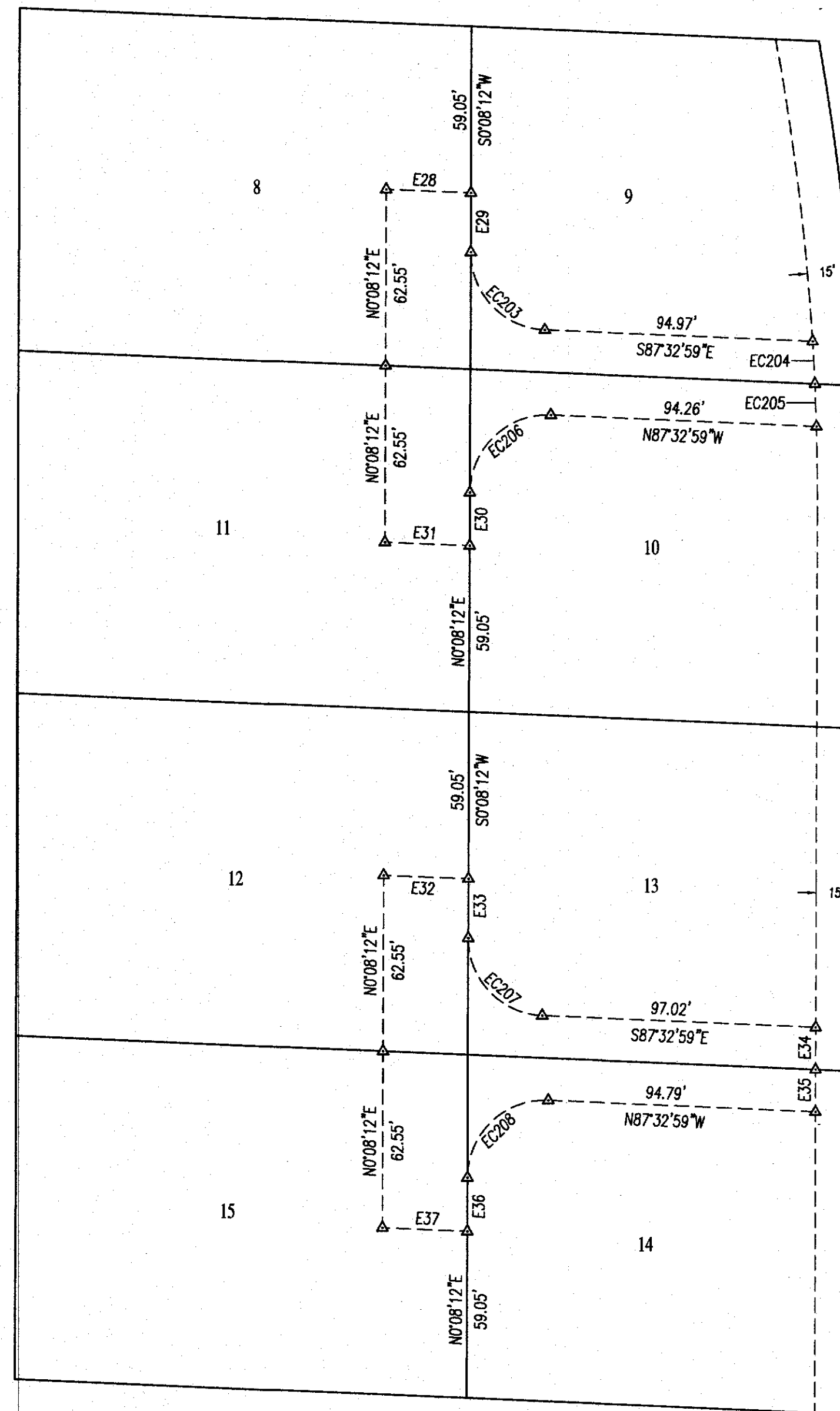
Easement Line Table

LINE E#	BEARING	DISTANCE
E20	S13°28'24"E	15.60'
E21	S13°28'24"E	15.60'
E22	S0°08'12"W	18.91'
E23	N87°32'59"W	15.01'
E24	N87°32'59"W	15.01'
E25	S87°32'59"E	2.50'
E26	S87°32'59"E	27.53'
E27	S0°08'12"W	21.13'
E28	S87°32'59"E	30.04'

Easement Curve Table

CURVE E#	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
EC201	87°41'11"	27.50'	42.09'	38.10'	26.41'	S43°42'24"E
EC202	92°18'49"	27.50'	44.31'	39.67'	28.63'	S46°17'36"W
EC203	87°41'51"	27.50'	42.09'	38.10'	26.42'	S43°42'04"E
EC204	0°55'36"	932.00'	15.07'	15.07'	7.54'	S3°11'31"E
EC205	0°55'31"	932.00'	15.05'	15.05'	7.53'	S2°15'57"E
EC206	92°19'29"	27.50'	44.31'	39.67'	28.64'	S46°17'16"W
EC207	87°41'11"	27.50'	42.09'	38.10'	26.41'	S43°42'24"E
EC208	92°19'29"	27.50'	44.31'	39.67'	28.64'	S46°17'16"W

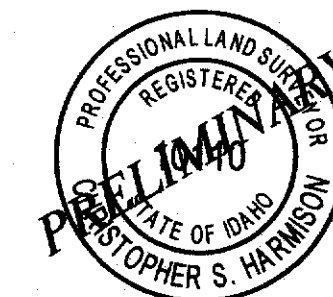
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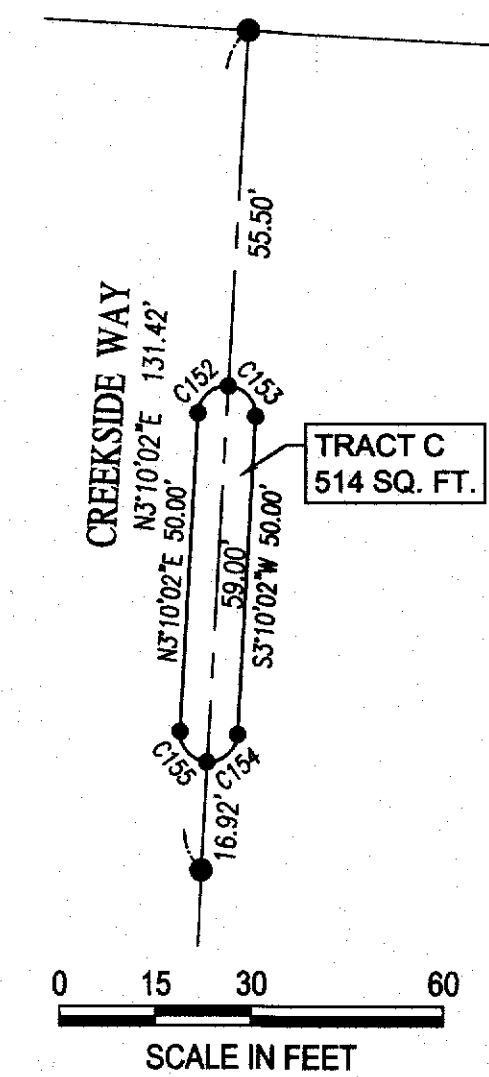
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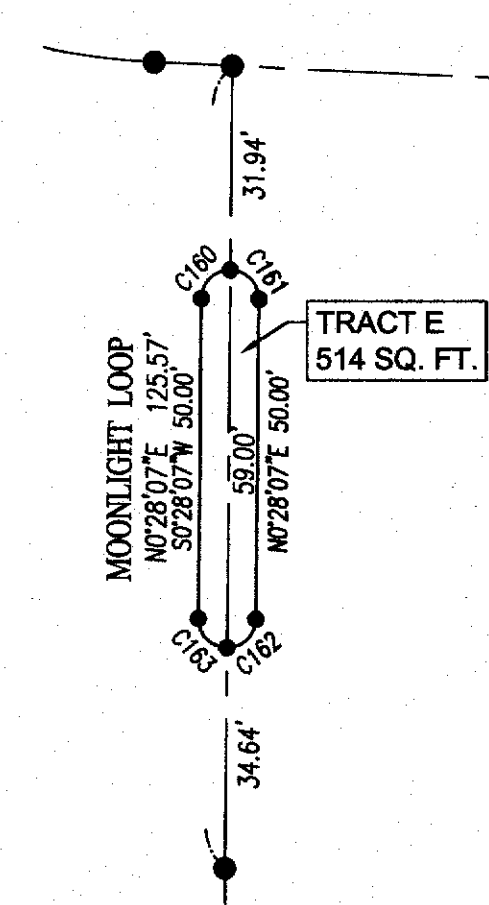
EHM Engineers, Inc.



DETAIL TRACT C



DETAIL TRACT E



Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C152	90°00'00"	4.50'	7.07'	6.36'	4.50'	N48°10'02"E
C153	90°00'00"	4.50'	7.07'	6.36'	4.50'	S41°49'58"E
C154	90°00'00"	4.50'	7.07'	6.36'	4.50'	S48°10'02"W
C155	90°00'00"	4.50'	7.07'	6.36'	4.50'	N41°49'58"W
C156	90°00'00"	4.50'	7.07'	6.36'	4.50'	N48°59'33"E
C157	90°00'00"	4.50'	7.07'	6.36'	4.50'	S41°00'27"E
C158	90°00'00"	4.50'	7.07'	6.36'	4.50'	S48°59'33"W
C159	90°00'00"	4.50'	7.07'	6.36'	4.50'	N41°00'27"W
C160	90°00'00"	4.50'	7.07'	6.36'	4.50'	N45°28'07"E
C161	90°00'00"	4.50'	7.07'	6.36'	4.50'	S44°31'53"E
C162	90°00'00"	4.50'	7.07'	6.36'	4.50'	S45°28'07"W
C163	90°00'00"	4.50'	7.07'	6.36'	4.50'	N44°31'53"W

Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	4°32'31"	300.00'	23.78'	23.78'	11.90'	N84°33'42"W
C2	4°32'31"	300.00'	23.78'	23.78'	11.90'	S84°33'42"E
C3	16°14'54"	125.00'	35.45'	35.33'	17.84'	S80°28'49"W
C4	18°06'45"	100.00'	31.61'	31.48'	15.94'	S81°24'45"W
C5	15°07'58"	75.00'	19.81'	19.75'	9.96'	N79°55'21"E
C6	71°53'16"	20.00'	25.09'	23.48'	14.50'	N36°24'45"E
C7	9°55'14"	100.00'	17.31'	17.29'	8.68'	N77°18'59"E
C8	20°05'38"	100.00'	35.07'	34.89'	17.72'	S82°24'12"W
C9	20°05'38"	75.00'	26.30'	26.17'	13.29'	S82°24'12"W
C10	10°10'24"	100.00'	17.76'	17.73'	8.90'	N87°21'48"E
C11	88°01'06"	20.00'	30.72'	27.79'	19.32'	S43°32'26"E
C12	43°37'31"	20.00'	15.23'	14.86'	8.00'	N21°20'38"W
C13	14°34'08"	50.00'	12.71'	12.68'	6.39'	N35°52'20"W
C14	44°08'01"	50.00'	38.51'	37.57'	20.27'	N6°31'15"W
C15	37°59'11"	50.00'	33.15'	32.55'	17.21'	N34°32'21"E
C16	42°44'55"	50.00'	37.31'	36.45'	19.57'	N74°54'24"E
C17	38°12'28"	50.00'	33.34'	32.73'	17.32'	S64°36'55"E
C18	16°15'48"	20.00'	5.68'	5.66'	2.86'	S53°38'35"E
C19	27°45'24"	20.00'	9.69'	9.59'	4.94'	S75°39'11"E
C20	44°48'24"	55.00'	43.01'	41.92'	22.67'	N68°03'55"E
C21	45°11'36"	55.00'	43.38'	42.27'	22.89'	N23°03'55"E
C22	90°00'00"	55.00'	86.39'	77.78'	55.00'	S45°28'07"W
C23	90°00'00"	30.00'	47.12'	42.43'	30.00'	S45°28'07"W
C24	90°00'00"	75.00'	117.81'	106.07'	75.00'	N44°31'53"W
C25	90°00'00"	100.00'	157.08'	141.42'	100.00'	N44°31'53"W
C26	2°17'33"	125.00'	5.00'	5.00'	2.50'	S88°23'07"E
C27	14°51'35"	125.00'	32.42'	32.33'	16.30'	S79°48'33"E
C28	16°15'38"	125.00'	35.48'	35.36'	17.86'	S64°14'57"E
C29	17°10'23"	125.00'	37.47'	37.33'	18.87'	S47°31'56"E
C30	16°28'30"	125.00'	35.94'	35.82'	18.10'	S30°42'29"E
C31	13°43'57"	125.00'	29.96'	29.89'	15.05'	S15°36'16"E
C32	9°12'25"	125.00'	20.09'	20.06'	10.06'	S4°08'05"E
C33	22°41'59"	75.00'	29.71'	29.52'	15.05'	S10°52'53"E
C34	22°41'59"	100.00'	39.62'	39.36'	20.07'	N10°52'53"W
C35	8°52'59"	125.00'	19.38'	19.36'	9.71'	N3°58'23"W
C36	13°49'00"	125.00'	30.14'	30.07'	15.15'	N15°19'22"W
C37	22°41'59"	75.00'	29.71'	29.52'	15.05'	N10°52'53"W
C38	22°41'59"	140.00'	55.47'	55.10'	28.10'	N10°52'53"W
C39	11°24'30"	125.00'	24.89'	24.85'	12.49'	S16°31'37"E
C40	11°17'29"	125.00'	24.63'	24.59'	12.36'	S5°10'38"E
C41	91°58'54"	20.00'	32.11'	28.77'	20.70'	N46°27'34"E
C42	70°08'15"	20.00'	24.48'	22.98'	14.04'	S34°36'00"E
C43	2°20'35"	125.00'	5.11'	5.11'	2.56'	S68°29'50"E
C44	6°10'18"	125.00'	13.46'	13.46'	6.74'	S64°14'24"E
C45	25°43'39"	125.00'	56.13'	55.66'	28.55'	S48°17'25"E
C46	13°11'44"	125.00'	28.79'	28.72'	14.46'	S28°49'44"E
C47	65°19'07"	100.00'	114.00'	107.93'	64.10'	S54°53'26"E
C48	65°19'07"	75.00'	85.50'	80.95'	48.07'	N54°53'26"W
C49	22°22'04"	75.00'	29.28'	29.09'	14.83'	N11°02'50"W
C50	22°22'04"	100.00'	39.04'	38.79'	19.77'	S11°02'50"E

Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C51	9°41'15"	125.00'	21.13'	21.11'	10.59'	S17°23'15"E
C52	12°40'49"	125.00'	27.66'	27.61'	13.89'	S6°12'13"E
C53	91°32'33"	20.00'	31.95'	28.66'	20.55'	N41°46'43"W
C54	30°28'16"	20.00'	10.64'	10.51'	5.45'	S77°12'52"W
C55	28°47'14"	50.00'	25.12'	24.86'	12.83'	S76°22'21"W
C56	47°04'26"	50.00'	41.08'	39.93'	21.78'	N65°41'49"W
C57	47°09'22"	50.00'	41.15'	40.00'	21.82'	N18°34'55"W
C58	25°36'42"	50.00'	22.35'	22.16'	11.37'	N17°48'07"E
C59	30°28'16"	20.00'	10.64'	10.51'	5.45'	N15°22'20"E
C60	43°50'35"	55.00'	42.09'	41.07'	22.13'	N21°47'06"W
C61	43°50'35"	55.00'	42.09'	41.07'	22.13'	N65°37'42"W
C62	87°41'11"	55.00'	84.17'	76.20'	52.82'	S43°42'24"E
C63	87°41'11"	30.00'	45.91'	41.56'	28.81'	S43°42'24"E
C64	92°18'49"	20.00'	32.22'	28.85'	20.82'	S46°17'36"W
C65	87°41'11"	20.00'	30.61'	27.71'	19.21'	S43°42'24"E
C66	92°18'49"	20.00'	32.22'	28.85'	20.82'	S46°17'36"W
C67	90°43'00"	20.00'	31.67'	28.46'	20.25'	S42°11'29"E
C68	11°44'53"	375.00'	76.89'	76.76'	38.58'	S9°02'27"W
C69	1°08'49"	375.00'	7.51'	7.51'	3.75'	S15°29'19"W
C70	15°55'32"	400.00'	111.18'	110.82'	55.95'	S8°05'58"W
C71	6°28'32"	425.00'	48.03'	48.01'	24.04'	N3°22'27"E
C72	8°22'13"	425.00'	62.09'	62.03'	31.10'	N10°47'50"E
C73	1°04'48"	425.00'	8.01'	8.01'	4.01'	N15°31'20"E
C74	76°23'17"	20.00'	26.66'	24.73'	15.74'	S54°15'22"W
C75	103°36'43"	20.00'	36.17'	31.44'	25.42'	N35°44'38"W
C76	87°41'11"	75.00'	114.78'	103.90'	72.03'	S43°42'24"E
C77	87°41'11"	100.00'	153.04'	138.54'	96.04'	S43°42'24"E
C78	70°46'27"	125.00'	154.41'	144.77'	88.79'	N52°09'46"W
C79	16°54'44"	125.00'	36.90'	36.76'	18.58'	N8°19'10"W
C80	27°49'57"	20.00'	9.72'	9.62'	4.96'	N13°46'47"W
C81	36°02'55"	50.00'	31.46'	30.94'	16.27'	N9°40'17"W
C82	44°06'51"	50.00'	38.50'	37.55'	20.26'	N30°24'36"E
C83	45°33'14"	50.00'	39.75'	38.71'	20.99'	N75°14'38"E
C84	22°15'42"	50.00'	19.43'	19.30'	9.84'	S70°50'54"E
C85	27°49'57"	20.00'	9.72'	9.62'	4.96'	S73°38'01"E
C86	46°09'25"	55.00'	44.31'	43.12'	23.43'	N69°22'18"E
C87	46°09'25"	55.00'	44.31'	43.12'	23.43'	N23°12'54"E
C88	92°18'49"	55.00'	88.61'	79.34'	57.27'	S46°17'36"W
C89	92°18'49"	30.00'	48.34'	43.27'	31.24'	S46°17'36"W
C90	92°08'59"	20.00'	32.17'	28.81'	20.76'	N46°22'31"E
C91	87°51'01"	20.00'	30.67'	27.75'	19.26'	S43°37'29"E
C92	92°08'59"	20.00'	32.17'	28.81'	20.76'	S46°22'31"W
C93	87°51'01"	20.00'	30.67'	27.75'	19.26'	N43°37'29"W
C94	3°14'04"	600.00'	33.87'	33.87'	16.94'	N1°55'04"E
C95	88°54'55"	20.00'	31.04'	28.02'	19.62'	N47°59'33"E
C96	7°12'24"	636.26'	80.03'	79.98'	40.07'	S3°53'44"W
C97	7°34'00"	639.00'	84.39'	84.33'	42.26'	S4°05'02"W
C98	3°03'04"	678.00'	36.10'	36.10'	18.06'	S1°49'34"W
C99	90°54'05"	20.00'	31.73'	28.51'	20.32'	S42°05'57"E
C100	84°34'59"	20.00'	29.53'	26.92'	18.19'	S50°09'31"W

Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C101	0°23'27"	639.00'	4.36'	4.36'	2.18'	S74°0'18"W
C102	95°25'01"	20.00'	33.31'	29.59'	21.99'	N39°50'29"W
C103	2°14'35"	625.00'	24.47'	24.47'	12.24'	N6°44'44"E
C104	5°29'15"	625.00'	59.86'	59.84'	29.95'	N2°52'49"E
C105	92°18'49"	20.00'	32.22'	28.85'	20.82'	N46°17'36"E
C106	7°43'50"	586.00'	79.07'	79.01'	39.59'	S4°00'07"W
C107	1°47'24"	547.00'	17.09'	17.09'	8.54'	S6°58'20"W
C108	5°56'26"	547.00'	56.72'	56.69'	28.38'	S3°06'25"W
C109	87°41'11"	20.00'	30.61'	27.71'	19.21'	S43°42'24"E
C110	92°18'49"	20.00'	32.22'	28.85'	20.82'	S46°17'36"W
C111	87°41'11"	20.00'	30.61'	27.71'	19.21'	N43°42'24"W
C112	3°51'22"	600.00'	40.38'	40.37'	20.20'	N2°03'52"E
C113	88°27'27"	20.00'	30.88'	27.90'	19.47'	N48°13'17"E
C114	3°51'22"	639.00'	43.00'	43.00'	21.51'	S2°03'52"W
C115	3°51'22"	678.00'	45.63'	45.62'	22.82'	S2°03'52"W
C116	91°32'33"	20.00'	31.95'	28.66'	20.55'	S41°46'43"E
C117	88°27'27"	20.00'	30.88'	27.90'	19.47'	S48°13'17"W
C118	91°32'33"	20.00'	31.95'	28.66'	20.55'	N41°46'43"W
C119	88°27'27"	20.00'	30.88'	27.90'	19.47'	N48°13'17"E
C120	91°32'33"	20.00'	31.95'	28.66'	20.55'	S41°46'43"E
C121	88°27'27"	20.00'	30.88'	27.90'	19.47'	S48°13'17"W
C122	0°49'28"	561.00'	8.07'	8.07'	4.04'	N2°45'18"E
C123	89°53'34"	20.00'	31.38'	28.26'	19.96'	N42°36'12"W
C124	99°41'06"	20.00'	34.80'	30.57'	23.70'	N42°36'28"E
C125	6°14'19"	561.00'	61.08'	61.05'	30.57'	N10°21'15"W
C126	74°04'35"	20.00'	25.86'	24.09'	15.09'	N50°30'42"W
C127	105°39'46"	20.00'	36.88'	31.87'	26.38'	N39°37'07"E
C128	4°05'25"	1025.00'	73.17'	73.16'	36.60'	N11°10'03"W
C129	4°28'29"	1025.00'	80.05'	80.03'	40.05'	N6°53'06"W
C130	82°54'08"	20.00'	28.94'	26.48'	17.66'	N46°05'56"W
C131	92°18'49"	20.00'	32.22'	28.85'	20.82'	N46°17'36"E
C132	87°41'11"	20.00'	30.61'	27.71'	19.21'	N43°42'24"W
C133	92°18'49"	20.00'	32.22'	28.85'	20.82'	N46°17'36"E
C134	87°41'11"	20.00'	30.61'	27.71'	19.21'	N43°42'24"W
C135	92°18'49"	20.00'	32.22'	28.85'	20.82'	N46°17'36"E
C136	2°34'51"	986.00'	44.41'	44.41'	22.21'	N1°09'14"W
C137	11°01'45"	986.00'	189.80'	189.51'	95.19'	S7°57'32"E
C138	13°36'36"	986.00'	234.21'	233.66'	117.66'	S6°40'06"E
C139	2°46'58"	947.00'	46.00'	45.99'	23.00'	S1°15'18"E
C140	7°26'39"	947.00'	123.04'	122.95'	61.61'	S6°22'06"E
C141	3°22'58"	947.00'	55.91'	55.90'	27.96'	S11°46'55"E
C142	2°55'38"	639.00'	32.65'	32.64'	16.33'	S12°00'35"E
C143	7°16'08"	639.00'	81.07'	81.01'	40.59'	S6°54'42"E
C144	6°26'41"	639.00'	71.87'	71.84'	35.98'	S0°03'18"E
C145	16°38'27"	600.00'	174.26'	173.65'	87.75'	S5°09'11"E
C146	11°31'32"	600.00'	120.69'	120.49'	60.55'	S7°42'39"E
C147	5°06'55"	600.00'	53.57'	53.55'	26.80'	S0°36'35"W

Line Table

LINE #	BEARING	DISTANCE
L1	S0°28'07"W	17.02'
L2	S43°10'55"E	9.86'
L3	S43°10'55"E	9.70'
L4	N46°39'07"E	29.02'
L5	S43°20'53"E	27.53'
L6	N48°34'48"E	28.08'
L7	S41°25'12"E	28.49'
L8	S48°10'02"W	28.28'
L9	S41°49'58"E	28.28'
L10	S45°28'07"W	28.38'
L11	S44°31'53"E	28.14'
L12	N44°20'17"W	15.00'

CERTIFICATE OF OWNERS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OR REPRESENTATIVE OF THE OWNERS IN FEE SIMPLE OF THE FOLLOWING DESCRIBED PROPERTY, LOCATED IN THE N2 NE4, SECTION 7, TOWNSHIP 10 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO; SAID PROPERTY BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 7, SAID POINT LIES NORTH 00°28'07" EAST 2505.87 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 7 AND BEING THE REAL POINT OF BEGINNING;
THENCE, SOUTH 00°28'07" WEST 1252.94 FEET ALONG THE EAST BOUNDARY OF SAID N2 NE4 TO THE SOUTHEAST CORNER THEREOF;
THENCE, NORTH 87°32'59" WEST 2623.82 FEET ALONG THE SOUTH BOUNDARY OF SAID N2 NE4 TO THE SOUTHWEST CORNER THEREOF;
THENCE, NORTH 00°08'12" EAST 1286.19 FEET ALONG THE WEST BOUNDARY OF SAID N2 NE4 TO THE NORTHWEST CORNER THEREOF;
THENCE, SOUTH 86°49'58" EAST 2632.63 FEET ALONG THE NORTH BOUNDARY OF SAID N2 NE4 TO SAID REAL POINT OF BEGINNING.

THE GROSS AREA CONTAINED IN THIS PLATTED LAND AS DESCRIBED IS 76.52 ACRES.

IT IS THE INTENTION OF THE UNDERSIGNED TO, AND THEY DO HEREBY INCLUDE SAID LAND IN THIS PLAT. THAT THE UNDERSIGNED BY THESE PRESENTS DEDICATE TO THE PUBLIC FOR PUBLIC USE FOREVER THE ROAD RIGHTS OF WAY AS SHOWN ON THIS PLAT. THE EASEMENTS INDICATED ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES DESIGNATED ON THIS PLAT. NO STRUCTURE OTHER THAN FOR SUCH UTILITY AND OTHER DESIGNATED PUBLIC USES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS.

PURSUANT TO IDAHO CODE 50-1334, WE, THE UNDERSIGNED, AS OWNERS, DO HEREBY STATE THAT THE LOTS ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF TWIN FALLS MUNICIPAL WATER SYSTEM.

PURSUANT TO IDAHO CODE 31-3805, WE, THE UNDERSIGNED, AS OWNERS, DO HEREBY STATE THAT THE IRRIGATION WATER RIGHTS APPURTENANT AND THE ASSESSMENT OBLIGATION OF THE LANDS IN THIS PLAT HAVE NOT BEEN TRANSFERRED FROM SAID LANDS AND THAT A SATISFACTORY IRRIGATION WATER DELIVERY SYSTEM IS PROVIDED FOR AND HAS BEEN APPROVED BY THE TWIN FALLS CITY COUNCIL. LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE TWIN FALLS CANAL COMPANY.

GRANDVIEW FARMS, LLC, AN IDAHO LIMITED LIABILITY COMPANY

BY: GARY WOLVERTON JR., MANAGER

ACKNOWLEDGMENT

STATE OF)
COUNTY OF) ss

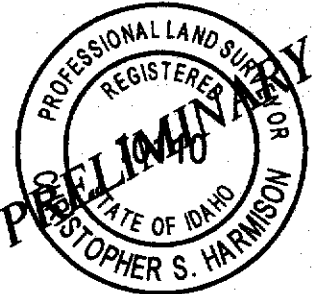
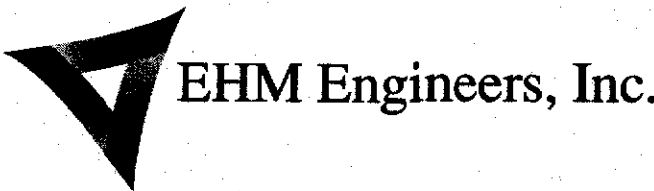
ON THIS DAY OF , 2017, AT M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GARY WOLVERTON JR., KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF GRANDVIEW FARMS, LLC, TO BE THE MEMBER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THIS CERTIFICATE OR THE PERSON WHO EXECUTED THE CERTIFICATE ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC

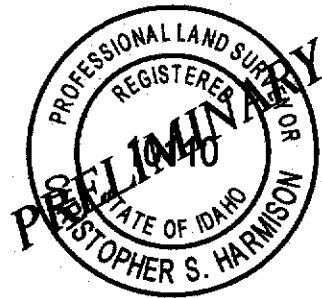
RESIDING AT

COMMISSION EXPIRES



CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT I, CHRISTOPHER S. HARMISON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, MADE THE SURVEY OF THE LAND DESCRIBED IN THE CERTIFICATE OF OWNER AND THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY AS MADE AND STAKED UNDER MY SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



APPROVAL OF CITY COUNCIL

THIS PLAT WAS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF TWIN FALLS, IDAHO AT THEIR MEETING ON THIS _____ DAY OF _____, 2017.

MAYOR

CITY CLERK

APPROVAL OF CITY ENGINEER

I HAVE REVIEWED THE ACCOMPANYING PLAT AND HEREBY CERTIFY THAT IT CONFORMS WITH THE APPLICABLE ORDINANCES OF THE CITY OF TWIN FALLS, IDAHO.

CITY ENGINEER

ATTEST

COUNTY SURVEYOR'S CERTIFICATE

I, GEORGE A. YERION, COUNTY SURVEYOR IN AND FOR TWIN FALLS, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATED TO PLATS AND SURVEYS.

GEORGE A. YERION
COUNTY SURVEYOR

DATE

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

ON THIS _____ DAY OF _____, 2017, AT _____ M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GEORGE A. YERION, KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC

RESIDING AT

COMMISSION EXPIRES

COUNTY TREASURER'S CERTIFICATE

I, _____, COUNTY TREASURER IN AND FOR THE COUNTY OF TWIN FALLS, IDAHO PER THE REQUIREMENTS OF IDAHO CODE 50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY DAYS ONLY.

COUNTY TREASURER

DATE

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO. _____

STATE OF IDAHO }
COUNTY OF TWIN FALLS } ss

ON THIS _____ DAY OF _____, 2017, AT _____ M., THE FOREGOING PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF TWIN FALLS COUNTY, IDAHO AND DULY RECORDED IN PLAT BOOK _____, ON PAGE _____

DEPUTY

EX-OFFICIO RECORDER

TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this _____ day of _____, 2017, by and between **GRANDVIEW FARMS, L.L.C., an Idaho Limited Liability Company**, (hereinafter "Trustor"); **TITLEFACT, INC.**, (hereinafter "Trustee"); and the **CITY OF TWIN FALLS, IDAHO** (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

WITNESSETH:

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

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

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

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

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, **Block 1;**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, **Block 2;**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, **Block 3;**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, **Block 4;**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, **Block 5;**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, **Block 6;**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, **Block 7;**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, **Block 8;**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, **Block 9;**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, **Block 10;**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, **Block 11;**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, **Block 12;**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, **Block 13;**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, **Block 14;**

Tracts, A, B, C, D, E;

All in MEADOW WEST SUBDIVISION, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.

2. The Trustor and the Trustee agree that the Trustee shall hold said title to the Property in trust, solely for the benefit of the Beneficiary under the terms hereof, and that title to the Property shall be and remain good and marketable and free from any defects, liens, conditions or encumbrances

of any kind or nature, other than those appearing of record in the office of the Twin Falls County Recorder, and conditions of the Phase Control Development Notice for lots in **MEADOW WEST SUBDIVISION** Subdivision, a copy of which is attached hereto as Exhibit "A," or those which are placed on the Property with the prior written consent of the Trustee. The Trustee shall not convey, transfer or encumber all or any interest in the Property, save and except to the extent as directed by the Trustor by written instrument delivered to the Trustee.

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

Date: 2-22-17

TRUSTOR:
GRANDVIEW FARMS, L.L.C.,

BY: [Signature]
Gary Wolverton, Jr., Manager

Date: _____

TRUSTEE:
TITLEFACT, INC.

BY: _____
Richard B. Stivers, President

Date: _____

BENEFICIARY:
CITY OF TWIN FALLS, IDAHO

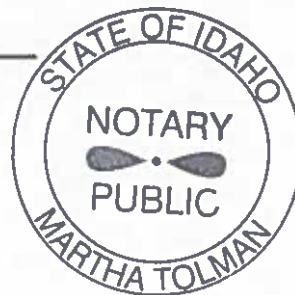
BY: _____

STATE OF IDAHO
County of Twin Falls

On this 22nd day of February, 2017, before me, a Notary Public in and for said State, personally appeared Gary Wolverton, Jr., known or identified to me to be the manager of the limited liability company of **GRANDVIEW FARMS, L.L.C.**, and the manager who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same in said limited liability company name.

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

Martha Tolman
Notary Public for Idaho
Residing in Twin Falls
Commission expires 10/17/18



STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2017, before me, the undersigned, Notary Public in and for said State, personally appeared **RICHARD B. STIVERS**, known or identified to me to be the President of the said corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at:
My Commission expires:

STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2017, before me, the undersigned, Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ for the City of Twin Falls, Idaho, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same on behalf of the City of Twin Falls, Idaho.

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

Notary Public for Idaho
Residing at:
My Commission expires:

"EXHIBIT A"

PHASE CONTROL DEVELOPMENT NOTICE

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

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

The real property subject to this notice is **MEADOW WEST SUBDIVISION** as platted in the records of Twin Falls County, Idaho.

Dated this _____ day of _____, 2017.

GRANDVIEW FARMS, L.L.C., Developer

BY: _____

Gary Wolverton, Jr

TITLEFACT, INC.

BY: _____

Richard B. Stivers, President



Date: Monday, July 10, 2017
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Request to approve the Avigation Easement for 3383(E) N 3100 E for James Ray.

Time Estimate:

Background:

The property owner wishes to build a residential dwelling on the property. The property is adjacent to the Magic Valley Regional Airport.

Approval Process:

City Code 10-4-12.3(K) (5) specifies that as a condition of the granting of a building permit, an avigation easement is required.

Budget Impact:

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

Regulatory Impact:

Approval of this request will allow the owner to build a residential dwelling on the aforementioned property.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council approve the request as presented.

Attachments:

1. Avigation Easement
2. Warranty Deed
3. Aerial Image

AVIGATION EASEMENT

THIS AGREEMENT, dated this 23 day of March, ~~19~~
2017, by and between James Ray 3383 N. 3100 E. T.E. Ad.
herein after called "GRANTORS", and THE CITY AND COUNTY OF TWIN
FALLS, IDAHO, municipal corporations, hereinafter called
"GRANTEES",

WITNESSETH:

WHEREAS, Grantors are the owners of a certain parcel of real property situated in the County of Twin Falls, State of Idaho, more particularly described in Exhibit "A", attached and incorporated by reference in this agreement.

WHEREAS, Grantees operate and maintain the airport known as the Joslin Field, Magic Valley Regional Airport, situated in the County of Twin Falls, State of Idaho, for commercial and general aviation aircraft operation and for purposes of promoting commercial and general aviation, Grantees have, by ordinance, rules and regulations, regulated and restricted and prescribed land use of real property adjacent to said airport and lands over which aircraft may operate and utilize said airport; and

WHEREAS, Grantors anticipate the construction of a residential dwelling which lies within or near the areas of take-off, landing, and traffic patterns established and promulgated by Grantees for aircraft landing at, taking off from, or operating at, from or on said airport;

NOW THEREFORE, in consideration of the premises, and as a condition of the granting of a building permit pursuant to Twin Falls City Code Section 10-4-12.3(K)(5), Grantors do hereby grant and convey unto Grantees, their successors and assigns, and to all persons lawfully using the Joslin Field, Magic Valley Regional Airport, the right and easement to use the air space above Grantors' property in accordance with the rules existing at the time of this agreement which regulate take-off, landing and traffic patterns established and promulgated by the Twin falls Airport Commission without liability for any necessary, convenient, or operational incidental effects thereof whatever as the same may presently or in the future exist, together with the right to Grantees, its successors and assigns, and to all persons lawfully using said airport, to cause in such air space adjacent to and above the surface of Grantors' said property, such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at, taking off from, or operating at, from or on said Joslin Field, Magic Valley Regional Airport; and Grantors do hereby fully waive and release any and all right for cause of action which they may now have or which they may have in the future against Grantees, its successors and assigns, due to noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at, from or on said Joslin Field,

Magic Valley Regional Airport, PROVIDED, HOWEVER, nothing contained herein shall be construed as a waiver by Grantors, or their successors in interest, of any rights provided by law for redress due to unlawful or negligent destruction of property by persons flying over or using said aerospace or airport facilities.

IN WITNESS WHEREOF, the Grantors have caused this instrument to be executed on the day and year first above written.

☐ James Ray

GRANTEES'

☐ _____

STATE OF Idaho

On 23 day of March, 2017, before me a notary public in and for said State, personally appeared James Ray

known to me to be the person, who name subscribed to the within instrument, and acknowledged to me that He executed the same

Lori Williamson
Notary Public

Residing at Twin Falls Id.

Expiration date 1/28/22



ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

CASE NO. 69863SM

TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

TWIN FALLS COUNTY
RECORDED FOR:
TITLEFACT, INC.
11:06:33 AM 03-01-2017
2017003020
NO. PAGES 2 FEE: \$13.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: BH
Electronically Recorded by Simplifile

TRUST WARRANTY DEED

FOR VALUE RECEIVED RANDY J. MEIERHOFF and CARMELIA MEIERHOFF, Trustees of the MEIERHOFF FAMILY TRUST DATED APRIL 5, 2007, hereinafter called the grantor, hereby grants, bargains, sells and conveys unto JAMES RAY, INC., an Idaho corporation hereinafter called grantee, whose address is: 1429 Pillar Street, Twin Falls ID, the following described premises, in Twin Falls County, Idaho, to-wit: 83301

Township 11 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho
Section 10: A parcel of land located in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, more particularly described as follows:
COMMENCING at the Northeast corner of said Section 10;
THENCE South 0°38'20" West 1001.06 feet to the Northeast corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 10;
THENCE South 89°57'53" West 333.47 feet to the Northeast corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$;
THENCE South 0°34'18" West 25.00 feet to the REAL POINT OF BEGINNING;
THENCE South 0°34'18" West 308.59 feet to the Southeast corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$;
THENCE along the Southerly boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ South 89°58'51" West 141.50 feet;
THENCE North 0°34'18" East 308.55 feet;
THENCE North 89°57'53" East 141.50 feet to the REAL POINT OF BEGINNING.

EXCEPT road right of way

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises, that they are free from all encumbrances except as described above, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: February 24, 2017

RANDY J. MEIERHOFF and CARMELIA MEIERHOFF, Trustees of the MEIERHOFF FAMILY TRUST
DATED APRIL 5, 2007

BY: Randy J. Meierhoff TFE
RANDY J. MEIERHOFF, TRUSTEE

BY: Carmelia Meierhoff TFE
CARMELIA MEIERHOFF, TRUSTEE



1992

© 2017 Google

Imagery © 2016 42°29'25.45"N 114°26'30.31"W elev. 4006 ft eye alt. 4729 ft



Date: Monday, July 10, 2017
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Request to approve a Curb-Gutter-Sidewalk & Driveway Deferral Agreement at 330 Jackson Street for Juan J. Santos.

Time Estimate:

N/A

Background:

The property owner wishes to construct a covered patio. A building permit would require frontage improvements, such as curb-gutter-sidewalk & driveway installation. This property is located in an area with no curb-gutter & sidewalk on either side of the property to tie into. Since there is no existing curb-gutter & sidewalk to tie into, the property owner is requesting a deferral on the curb-gutter-sidewalk & driveway requirement.

Approval Process:

City Code 10-11-5 (B) states the City Engineer may defer construction if the improvement would create a traffic hazard or unusual drainage problem. Staff believes construction of curb-gutter-sidewalk at this location is not warranted at this time.

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 owner to defer construction until the City Engineer requires construction.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council approve the request as presented.

Attachments:

1. Curb-Gutter-Sidewalk & Driveway Deferral Agreement
2. Warranty Deed
3. Aerial Image
4. Street View - Looking North

5. Street View - Looking South

CURB-GUTTER-SIDEWALK & DRIVEWAY APPROACH IMPROVEMENT DEFERRAL AGREEMENT

This Agreement made and entered into this 20 day of June, 2017, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City", and Juan J. Santos, hereinafter called "Developer", for the purpose of constructing certain improvements on property sought to be developed at 330 Jackson St.

WHEREAS, Developer certifies that he is the owner in fee simple or the authorized agent of the owner in fee simple of the real property described on the attached Exhibit "A"; and,

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 above described real property, marked Exhibit "A", showing ownership of said real property to be in Developer, 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 in the following manner: Add a covered patio; and,

WHEREAS, the Developer is obligated to construct certain improvements, namely curb-gutter-sidewalk & driveway approach, pursuant to Title 10, Chapter 11 of the Twin Falls City Code; and,

WHEREAS, the City is authorized, pursuant to Twin Falls City Code Section 10-11-5(B)(2) to defer said improvements; and,

WHEREAS, the City Council on _____ agreed to defer construction of the aforementioned improvements,

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 defer construction of the required curb-gutter-sidewalk & driveway approach until _____, or until such time as the obligation of curb-gutter-sidewalk and driveway approach construction on adjacent property or properties allows the City Engineer to require construction under the conditions specified in City Code Section 10-11-5(B)(2).

II.

Developer agrees to: 1) complete construction of curb-gutter-sidewalk & driveway approach on the real property described above when required by the City Council.

III.

Developer further agrees that in the event the Developer fails to complete the aforementioned construction, the City may complete the construction at the City's expense and may file a lien against the aforementioned property for expenses incurred by the City in said construction.

IV.

Developer agrees to pay the total actual cost of all materials, labor and equipment necessary to completely construct all of the improvements required herein and to construct or contract for the construction of all such improvements.

V

Developer agrees to request in writing that the City Engineer and any other required department of the City make the following inspections and to not proceed with construction until the required inspection is complete and the work has been approved in writing by the City Engineer or his authorized inspector. All such inspections shall be scheduled fifteen (15) days prior to beginning work and the request for an inspection shall be made one working day before the required inspection. Developer agrees to apply all costs resulting from his failure to properly schedule and request a required inspection or from proceeding with work before receiving approval to proceed. Developer agrees to remove or correct any rejected, unapproved or defective work or materials all as required by the City Engineer.

Required inspections shall include: 1) approval of all materials before inspection; 2) approval of forms and gravel base before pouring any concrete curb-gutter-sidewalk & driveway approach; and 3) approval of finished curb-gutter-sidewalk & driveway approach.

VI.

The Developer agrees to: 1) allow the City full and complete access to the construction; 2) provide all materials necessary to conduct all tests; and 3) provide the equipment and perform or have performed any testing of manufactured materials required by the City Engineer.

VII.

Developer agrees to obtain any necessary permits from the Twin Falls Highway District or the City of Twin Falls prior to construction improvements on their respective rights-of-way if said permits are required by the aforementioned agencies. A certified copy of said permit or the original of said permit shall be submitted to the City prior to beginning construction thereon.

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

In the event of a breach of this 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 cost awarded by the Court.

CITY OF TWIN FALLS, IDAHO

BY _____
Mayor

DEVELOPER

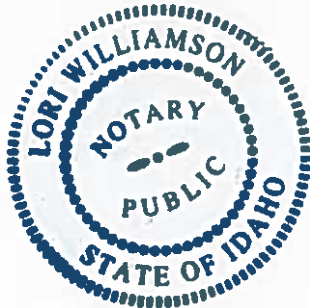
Juan J. Santos

STATE Idaho OF Twin Falls IDAHO

On this 20 day of June,
2017, before me a notary public in
and for said State, personally
appeared Juan J. Santos

known to me to be the person who
name subscribed to the within
instrument, and acknowledged to me
that he
executed the same.

Lori Williamson
Notary Public
Residing in Twin Falls, Id.
Expires 11/28/22



STATE _____ OF _____ IDAHO

On this _____ day of _____,
20____, before me a notary public in
and for said State, personally
appeared _____

known to me to be the person who
name subscribed to the within
instrument, and acknowledged to me
that _____
executed the same.

Notary Public
Residing in _____
Expires _____

TWIN FALLS COUNTY, IDAHO

RECORDED FOR FIRST AMERICAN TITLE

1992 OCT -6 A 11:08

19920143491

ROBERT S. FORT
EX-OFFICIO RECORDER

FEE: 300 DEPUTY: UP

T-13224 E8926RJG

WARRANTY DEED

For Value Received FRED RESCH, an unmarried man

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
JUAN J. SANTOS and MARITZA E. SANTOS, husband and wife
whose address is: 330 Jackson Street
Twin Falls ID 83301

Hereinafter called the Grantee, the following described premises situated in Twin Falls County, Idaho, to-wit:

Lots 12 and 13 in Block 2 of SUBURBAN PARK ADDITION, Twin Falls County,
Idaho, according to the plat thereof, recorded in Book 2 of Plats, page 12,
records of said County.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs
and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee
simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and
except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will
warrant and defend the same from all claims whatsoever.

Dated: October 5, 1992

Fred Resch

FRED RESCH

STATE OF IDAHO

)

: ss

COUNTY OF TWIN FALLS

)

On this 5TH of October, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared
FRED RESCH, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Robert S. Fort
Notary Public
Residing at: Twin Falls
My commission expires: 4-28-98











Public Hearing: **MONDAY, JULY 10, 2017**

To: Honorable Mayor and City Council

From: Rene'e V. Carraway-Johnson, Zoning & Development Manager

ITEM

Request: Request for consideration of the **Final Plat** for the Latitude 42 Subdivision No. 2 - A PUD, consisting of 14 lots and 24.81 acres (+/-) located on the south side of Pole Line Road West and west of the Reformed Church. c/o EHM Engineers, Inc.

Time Estimate:

There is no presentation on this request unless the City Council wishes to remove the item from the Consent Calendar for discussion.

Background:

Applicant:	Status: Owner(s)	Size: 24.81 +/-Acres
James & Anna McCormick, Gary Nelson, Glass, Inc., Gary Slette, Gerald Martens, Evan Robertson, Dirk Gibson, Daniel Konen, Stephen George, Kirby Dahl PO Box 6004 Twin Falls, ID 83303	Current Zoning: C-1 PUD	Requested Zoning: Approval of the final plat for Latitude 42 Subdivision No. 2 - A PUD
	Comprehensive Plan: Commercial/Retail	Lot Count: 14 Commercial Lot s
	Existing Land Use: agricultural	Proposed Land Use: Lots to be developed in compliance with the Latitude 42 PUD Agreement #272
Representative:	Zoning Designations & Surrounding Land Use(s)	
Gerald Martens EHM Engineers, Inc. 621 N College Rd, #100 Twin Falls, ID 83301 208-734-4888 gmartens@ehminc.com	North: Pole line Road W; R2, Undeveloped – Agricultural Farmland	East: C-1 PUD, Twin Falls Reformed Church
	South: R-6 PRO PUD, undeveloped/developing Assisted Living Facility	West: R1-VAR Aol; Undeveloped Agricultural Farmland.
	Applicable Regulations: 10-1-4, 10-1-5, 10-12-1 through 4	

Approval Process:

As per Twin Falls City Code 10-12-2.4 Action on Final Plat:

The council, at its next meeting following receipt of the administrator's report, shall consider the commission's findings and comments from concerned persons and agencies to arrive at a decision on the final plat. The council shall approve, approve conditionally, disapprove or table the final plat for additional information. A copy of the approved plat shall be filed with the administrator. Upon granting or denying the final plat the council shall specify:

1. The regulations and standards used in evaluating the application;
2. The reasons for approval or denial; and
3. The actions, if any, that the applicant could take to obtain approval. (Ord. 2012, 7-6-1981)

Budget Impact:

Approval of a final plat will allow property to proceed to a final process prior to being developed. Development could have an impact on the City budget.

Regulatory Impact:

A final plat that is in conformance with the approved preliminary plat and including any conditions the Commission may have required, is presented to the City Council. Only after a final plat has been approved by the City Council and construction plans approved, may the plat be recorded and lots sold for development.

History:

This property was annexed into City limits in October 2005 with an R-2 (Residential) zoning designation. Subsequent public hearings were held in 2009 to rezone the property to C-1 (Commercial Highway). In January 2011, the City Council approved a request to rezone this property from C-1 to C-1 PUD subject to the following conditions:

1. Subject to amendments as required by Building, Engineering, Fire and Zoning officials to ensure compliance with all applicable City Code requirements and Standards.
2. Subject to arterial and collector streets adjacent and within the property being dedicated to the City of Twin Falls, and to be rebuilt, or built, to current City standards upon development of the property.
3. Subject to complete the design approval of Cheney Drive West being constructed to ½ width and per City Standards.
4. Subject to an approved and recorded PUD Agreement, to include a Master Development Plan, prior to approval and recordation of a Final Plat.

In May 2011, the City Council approved Ordinance 3004, which was later published. Due to the economic environment at the time, the developer did not pursue development of this project.

The preliminary plat of Latitude 42, a PUD was approved by the Commission in February 2016. The preliminary plat included 18 lots on 29 +/- acres. In March 2016, the Council approved the final plat for Latitude 42 Subdivision No. 1-a PUD, which consisted of 1 lot on 2.77 +/- acres. The City Council also approved the Latitude 42 C-1 PUD Agreement at the same public meeting. In September 2016, the City Council approved an Amendment to the PUD Agreement allowing a reduction in street row width on Cheney Drive West. A residential care facility is under construction on this property.

Analysis:

The request is for approval of the **Final Plat** for the Latitude 42 Subdivision No. 2 - A PUD, consisting of 14 lots and 25 acres (+/-) located on the south side of Pole Line Road West and west of the Reformed Church. This final plat is phase two, which is the final phase, of the approved preliminary plat.

Upon review by the City's Engineering Department both the Preliminary and the Final Plats satisfies the minimum requirements outlined in City Code Title 10; Chapter 12: General Subdivision Provisions.

This is the second step of the plat approval process. A preliminary plat is presented to the Planning and Zoning Commission. The Commission may approve the preliminary plat, deny it, or approve it with conditions. A final plat, that is in conformance with the approved preliminary plat and including any conditions the Commission may have required, is then presented to the City Council. Only after a final plat has been approved by the City Council and construction plans approved, may the plat be recorded and lots sold for development.

This request is in conformance with the Comprehensive Plan and the requirements found in Twin Falls City Code.

On February 23, 2016, the Planning & Zoning Commission unanimously approved the preliminary plat for the Latitude 42 Subdivision-A PUD, as presented, subject to six (6) conditions.

In March 2016, the Council approved the final plat for Latitude 42 Subdivision No. 1-a PUD, which consisted of 1 lot on 2.77 +/- acres.

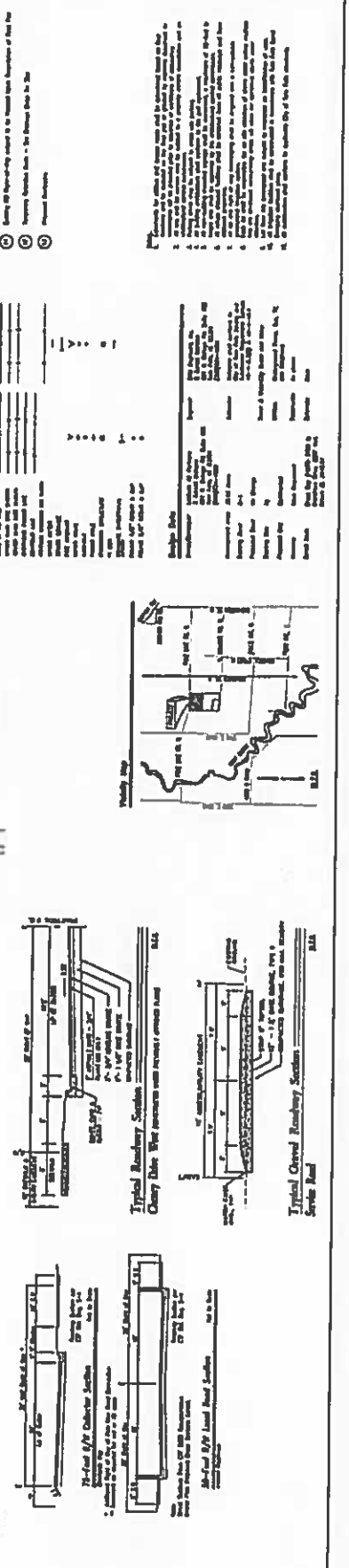
Conclusion:

This is the final phase planned for this subdivision. Staff recommends the City Council approve the Final Plat for the Latitude 42 Subdivision No. 2 - A PUD, as presented, and subject to the following condition:

1. Subject to final technical review by the Engineering, Fire, Building and Zoning departments to ensure compliance with applicable codes and requirements.
2. Prior to recordation, the Latitude 42 Subdivision No. 2 - A PUD final plat shall be in compliance with the six (6) conditions placed upon the preliminary plat. *Staff has determined the six (6) conditions have been met.*

Attachments:

1. Latitude 42 Subdivision, A PUD- approved Preliminary Plat, Feb 2016
2. Latitude 42 Subdivision No. 1, A PUD, Final Plat, Mar 2016
3. Latitude 42 Subdivision No. 2, A PUD, Final Plat
4. Zoning, Aerial and Vicinity Map



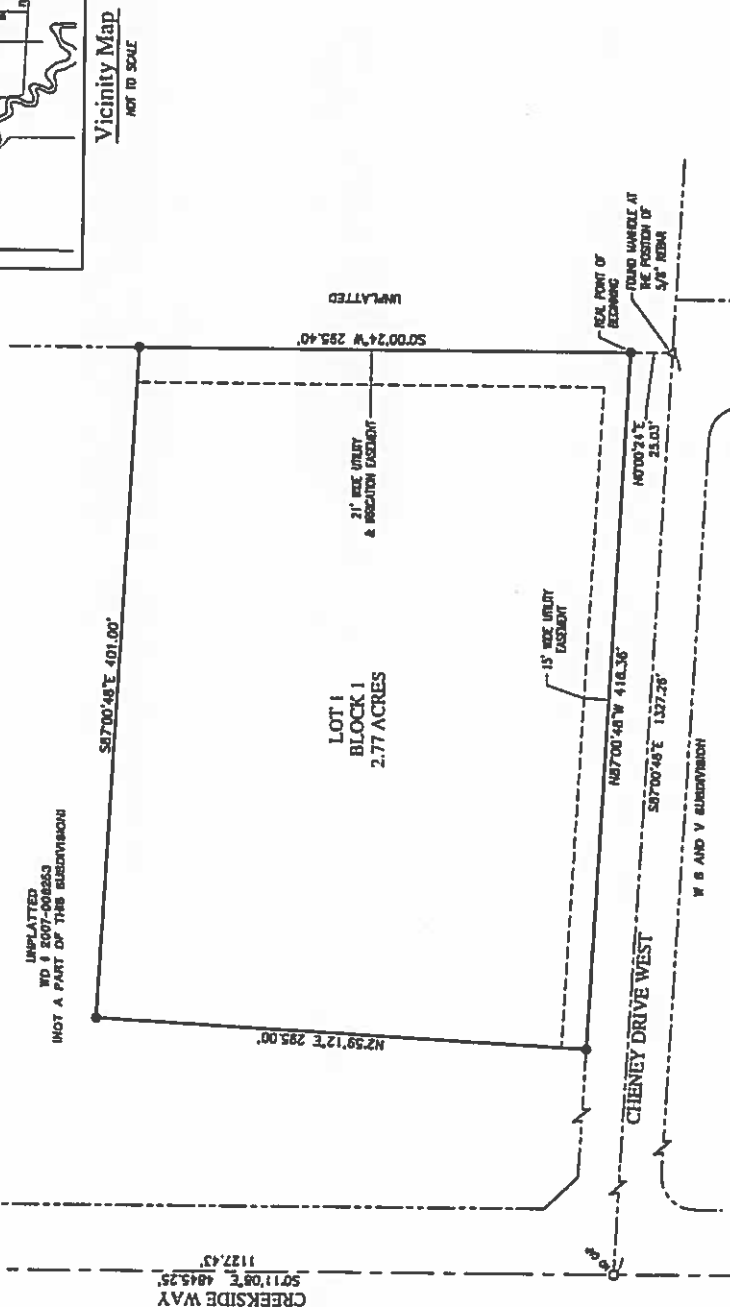
The map shows a coastal area with several labeled features:

- Coastline:** A wavy line representing the shoreline runs along the bottom and right sides.
- Water Body:** Labeled "SEA" at the top left.
- Land Parcels:** Several rectangular areas are outlined and labeled:
 - "PLOT 100 AC. E."
 - "PLOT 100 AC. W."
 - "PLOT 100 AC. S."
 - "PLOT 100 AC. N."
 - "PLOT 100 AC. E."
 - "PLOT 100 AC. W."
 - "PLOT 100 AC. S."
 - "PLOT 100 AC. N."
- Other Labels:**
 - "ROAD" near the top center.
 - "RAILROAD" near the top right.
 - "WATER" near the bottom left.
 - "SEA" near the bottom right.



Legend

- | | |
|--|----|
| SURVEY BOUNDARY LINE | 4 |
| SECTION LINE | 5 |
| QUARTER SECTION LINE | 6 |
| EASEMENT LINE | 7 |
| ADJACENT PROPERTY LINE | 8 |
| CENTERLINE OF STREET | 9 |
| CALCULATED POINT (NOT SET) | 10 |
| FOUND BRASS CAP | 11 |
| FOUND 5/8" REBAR (AS NOTED) | 12 |
| FOUND 1/2" REBAR (AS NOTED) | 13 |
| SET 5/8" x 24" REBAR
CAP - 15 10110 | 14 |



Health Certificate

"SANITARY RESTRICTIONS AS REQUIRED BY BAYO CODE TITLE 50, CHAPTER 13, MAY BE DEEMED SATISFIED BY THE STATE OF IDAHO, DEPARTMENT OF ENVIRONMENTAL QUALITY, UPON APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. BUYER IS CAUTIONED AT ALL TIMES THAT THE DEVELOPER'S OBLIGATION TO MAINTAIN COMPLIANCE WITH SANITARY RESTRICTIONS WILL BE LIMITED TO THE SANITARY RESTRICTIONS WHICH WERE SPECIFICALLY SET FORTH IN THE DEVELOPER'S SANITARY RESTRICTIONS. SANITARY RESTRICTIONS WHICH WERE NOT SPECIFICALLY SET FORTH IN THE DEVELOPER'S SANITARY RESTRICTIONS WILL BE DEEMED TO BE THE RESPONSIBILITY OF THE BUYER. IF DRAINING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED, OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THESE FACILITIES, IF THE DEVELOPER FAILS TO MAINTAIN COMPLIANCE WITH SANITARY RESTRICTIONS OR MEET OTHER CONDITIONS OF DED, THEN SANITARY RESTRICTIONS MAY BE DEEMED TO BE UNNECESSARY AND THE DEVELOPER MAY BE REQUIRED TO REIMBURSE THE BUYER FOR THE COST OF THE BUYER'S OBTAINING A CERTIFICATE OF DISAPPROVAL, AND THE CONSTRUCTION OF ANY NEW DRAINAGE OR DRAINAGE FACILITIES. IF THE DEVELOPER FAILS TO MAINTAIN COMPLIANCE WITH SANITARY RESTRICTIONS, THE BUYER MAY BE REQUIRED TO REIMBURSE THE DEVELOPER FOR THE COST OF THE BUYER'S OBTAINING A CERTIFICATE OF DISAPPROVAL, AND THE CONSTRUCTION OF ANY NEW DRAINAGE OR DRAINAGE FACILITIES SHALL BE ALLOWED.

FOUND 1/2" BEAM
C.P. 1086019

Survey References

2004-027816
NSA SUBMISSION FIRST
AMENDED (1212-021257)

Deed References

2007-008253



EHM Engineers, Inc.

DATE _____

DISTRICT HEALTH DEPARTMENT, DHS



1-800-07-ONE L&L
3677 1st A

LATITUDE 42
SUBDIVISION NO. 2
A Planned Unit Development
Located In
A Portion of
Gov't Lot 2, Section 6
Township 10 South, Range 17 East
Boise Meridian
Twin Falls County, Idaho
2017

FOUND BRASS CAP IN
MONUMENT WELL
C.P. #2008-00533

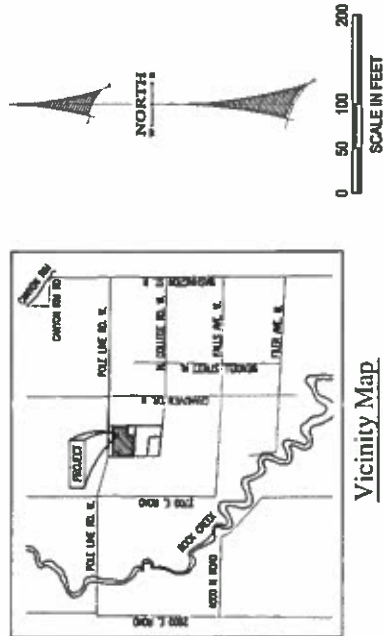
FOUND BRASS CAP IN
MONUMENT WELL
C.P. #2011-010783

FOUND BRASS CAP IN
MONUMENT WELL
C.P. #2011-010783

FOUND BRASS CAP IN
MONUMENT WELL
C.P. #2008-00533

FOUND BRASS CAP IN
MONUMENT WELL
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LATITUDE 42
SUBDIVISION NO. 2
A Planned Unit Development
Located In
A Portion of
Gov't Lot 2, Section 6
Township 10 South, Range 17 East
Boise Meridian
Twin Falls County, Idaho
2017



Legend

- SURVEY BOUNDARY LINE
- SECTION LINE
- EASEMENT LINE
- CENTERLINE OF STREET
- ADJACENT PROPERTY LINE
- PLATTED LOT LINE
- CALCULATED POINT (NOT SET)
- FOUND BRASS CAP
- FOUND 5/8" REBAR (AS NOTED)
- FOUND ALUMINUM CAP
- SET 5/8" x 24" REBAR & CAP - LS 10110
- TO BE SET 5/8" x 24" REBAR & CAP - LS 10110
- TO BE SET 1/2" x 24" REBAR & CAP - LS 10110
- FOUND 1/2" REBAR - REPLACED WITH 5/8" x 24" REBAR & CAP - LS 10110

NOT TO SCALE

Monument Certification

THE MONUMENTS ON THIS PLAT SHOWN AS TO BE SET WILL BE SET IN ACCORDANCE WITH SECTION 50-1331, IDAHO CODE, ON OR BEFORE 1 YEAR AFTER THE RECORPTION OF THE FINAL PLAT OR AS DETERMINED BY THE COUNTY OF TWIN FALLS.

Survey References

- (1) #2004-027816
- (2) WSAV SUBDIVISION FIRST AMENDED (#2012-021257)
- (3) LATITUDE 42 SUBDIVISION NO. 1 (#2016-006743)

Deed Reference
#2016-015164

Notes:

- 1. SEE SHEET 2 OF 3 FOR LINE AND CURVE TABLES.
- 2. THERE SHALL BE NO DIRECT ACCESS TO POLE LINE ROAD WEST.

Health Certificate

"SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED BASED ON THE STATE OF IDAHO, DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. BUYER IS CAUTIONED AT THE TIME OF THIS APPROVAL NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET OTHER CONDITIONS OF DEC, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE. BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED."

DISTRICT HEALTH DEPARTMENT, EHS

DATE:



EHM Engineers, Inc.



V-035-07 RP
SHEET 1 OF 3

Reference Only

R-2

5-7

WS&V
Amend 268

PRO

R-6

R-2



**CITY OF TWIN FALLS
PLANNING AND ZONING DEPARTMENT**

324 Hansen Street East
P.O. Box 1907
Twin Falls, Idaho 83303-1907

SPECIAL USE PERMIT

Permit No.1436

Granted by the Twin Falls City Council, as presented, on June 19, 2017 to Jim Boyd c/o EHM Engineers, Inc. whose address is 621 N College Rd, Ste 100 Twin Falls, ID 83301 for the purpose of constructing a professional office on Lot 5 of the Eastpark Professional Subdivision No. 2., a PUD on property located at the northeast corner of Locust Street North and Cheney Drive and legally described as RPT28160000010 Twin Falls Interstate Amusement Subdivision Lot 1

The Council has attached the following conditions which must be fully implemented to avoid permit revocation (City Code Section 10-13-2.3):

This permit corresponds to Zoning Application No.2866

1. Subject to the site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards and compliance with the Eastpark PUD Agreement #213.
2. Subject to all lighting being downward facing and the light source being shielded from nearby residential properties.

Mayor-Twin Falls City Council

Date

Administrative Signature

Date

This permit is for zoning purposes only. Other permits such as sign, building, electrical or plumbing permits, etc. may be required. All facilities must comply with all Building and Fire Code Regulations.

Please contact the Building Department at 735-7238 for further information.

cc: Building Inspection



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:	)	
	)	
<u>Special Use Permit, Application,</u>	)	FINDINGS OF FACT,
	)	
	)	CONCLUSIONS OF LAW,
<u>Jim Boyd</u>	)	
<u>c/o EHM Engineers, Inc.</u>	)	AND DECISION
Applicant(s)	)	

This matter having come before the City Council of the City of Twin Falls, Idaho on June 19, 2017 for public hearing pursuant to public notice as required by law for a Special Use Permit for the purpose of constructing a professional office on Lot 5 of the Eastpark Professional Subdivision No. 2., a PUD on property located at the northeast corner of Locust Street North and Cheney Drive, and the City Council having heard testimony from interested parties being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for a Special Use Permit for the purpose of constructing a professional office on Lot 5 of the Eastpark Professional Subdivision No. 2., a PUD on property located at the northeast corner of Locust Street North and Cheney Drive
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following date: June 1, 2017
3. The property in question is zoned R-2 PRO PUD pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Mixed Use 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, Office; to the south, Residential; to the east; Undeveloped; and to the west, Office.

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

CONCLUSIONS OF LAW

1. The application for a Special Use Permit for the purpose of constructing a professional office on Lot 5 of the Eastpark Professional Subdivision No. 2., a PUD on property located at the northeast corner of Locust Street North and Cheney Drive is consistent with the purpose of the R-2 PRO PUD Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use does constitute a special use as established by zoning requirements for the zone involved as required by Twin Falls City Code 10-13-2.2(D)1.

3. The proposed use will be harmonious with and in accordance with the general objectives or with any specific objective of a comprehensive plan and/or zoning regulations as required by Twin Falls City Code 10-13-2.2(D)2

4. The proposed use will be designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area as required by Twin Falls City Code 10-13-2.2(D)3.

5. The proposed use will not be hazardous or disturbing to existing or future neighboring uses as required by Twin Falls City Code 10-13-2.2(D)4.

6. The proposed use will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community as required by Twin Falls City Code 10-13-2.2(D)6.

7. The proposed use will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any person, property or to the general welfare by reason of

excessive production of traffic, noise, smoke, fumes, glare or odors as required by Twin Falls City Code 10-13-2.2(D)7.

8. The proposed use will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares as required by Twin Falls City Code 10-13-2.2(D)8.

9. The proposed use will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance as required by Twin Falls City Code 10-13-2.2(D)9.

10 The proposed use is a proper use in the R-2 PRO PUD Zone, subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

11. The application for a Special Use Permit for the purpose of constructing a professional office on Lot 5 of the Eastpark Professional Subdivision No. 2., a PUD on property located at the northeast corner of Locust Street North and Cheney 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, subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

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

DECISION

1. The application for a Special Use Permit for the purpose of constructing a professional office on Lot 5 of the Eastpark Professional Subdivision No. 2., a PUD on property located at the northeast corner of Locust Street North and Cheney Drive is hereby granted, subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

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, subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

3. The Special Use Permit shall be issued, as presented.

MAYOR- TWIN FALLS CITY COUNCIL

DATE

"EXHIBIT NO. A"

1. Subject to the site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards and compliance with the Eastpark PUD Agreement #213.
2. Subject to all lighting being downward facing and the light source being shielded from nearby residential properties.

APPLICATION #2866
SUP#1436



**CITY OF TWIN FALLS
PLANNING AND ZONING DEPARTMENT**

324 Hansen Street East
P.O. Box 1907
Twin Falls, Idaho 83303-1907

SPECIAL USE PERMIT

Permit No.1437

Granted by the Twin Falls City Council, as presented, on June 19, 2017 to Jim Boyd c/o EHM Engineers, Inc. whose address is 621 N College Rd, Ste 100 Twin Falls, ID 83301 for the purpose of constructing a professional office on Lot 6 of the Eastpark Professional Subdivision No. 2., a PUD on property located at the northeast corner of Locust Street North and Cheney Drive and legally described as RPT28160000010 Twin Falls Interstate Amusement Subdivision Lot 1

The Council has attached the following conditions which must be fully implemented to avoid permit revocation (City Code Section 10-13-2.3):

This permit corresponds to Zoning Application No.2866

1. Subject to the site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards and compliance with the Eastpark PUD Agreement #213.
2. Subject to all lighting being downward facing and the light source being shielded from nearby residential properties.

Mayor-Twin Falls City Council

Date

Administrative Signature

Date

This permit is for zoning purposes only. Other permits such as sign, building, electrical or plumbing permits, etc. may be required. All facilities must comply with all Building and Fire Code Regulations.

Please contact the Building Department at 735-7238 for further information.

cc: Building Inspection



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:	)	
	)	
<u>Special Use Permit</u> , Application,	)	FINDINGS OF FACT,
	)	
<u>Jim Boyd</u>	)	CONCLUSIONS OF LAW,
<u>c/o EHM Engineers, Inc.</u>	)	
Applicant(s)	)	AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on June 19, 2017 for public hearing pursuant to public notice as required by law for a Special Use Permit for the purpose of constructing a professional office on Lot 6 of the Eastpark Professional Subdivision No. 2, a PUD located at the northeast corner of Locust Street North and Cheney Drive, and the City Council having heard testimony from interested parties being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for a Special Use Permit for the purpose of constructing a professional office on Lot 6 of the Eastpark Professional Subdivision No. 2, a PUD located at the northeast corner of Locust Street North and Cheney Drive
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following date: June 1, 2017
3. The property in question is zoned R-2 PRO PUD pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Mixed Use 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, Office; to the south, Residential; to the east; Undeveloped; and to the west, Office.

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

CONCLUSIONS OF LAW

1. The application for a Special Use Permit for the purpose of constructing a professional office on Lot 6 of the Eastpark Professional Subdivision No. 2, a PUD located at the northeast corner of Locust Street North and Cheney Drive is consistent with the purpose of the R-2 PRO PUD Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use does constitute a special use as established by zoning requirements for the zone involved as required by Twin Falls City Code 10-13-2.2(D)1.

3. The proposed use will be harmonious with and in accordance with the general objectives or with any specific objective of a comprehensive plan and/or zoning regulations as required by Twin Falls City Code 10-13-2.2(D)2

4. The proposed use will be designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area as required by Twin Falls City Code 10-13-2.2(D)3.

5. The proposed use will not be hazardous or disturbing to existing or future neighboring uses as required by Twin Falls City Code 10-13-2.2(D)4.

6. The proposed use will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community as required by Twin Falls City Code 10-13-2.2(D)6.

7. The proposed use will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any person, property or to the general welfare by reason of

excessive production of traffic, noise, smoke, fumes, glare or odors as required by Twin Falls City Code 10-13-2.2(D)7.

8. The proposed use will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares as required by Twin Falls City Code 10-13-2.2(D)8.

9. The proposed use will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance as required by Twin Falls City Code 10-13-2.2(D)9.

10 The proposed use is a proper use in the R-2 PRO PUD Zone, subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

11. The application for a Special Use Permit for the purpose of constructing a professional office on Lot 6 of the Eastpark Professional Subdivision No. 2, a PUD located at the northeast corner of Locust Street North and Cheney 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, subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

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

DECISION

1. The application for a Special Use Permit for the purpose of constructing a professional office on Lot 6 of the Eastpark Professional Subdivision No. 2, a PUD located at the northeast corner of Locust Street North and Cheney Drive is hereby granted, subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

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, subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

3. The Special Use Permit shall be issued, as presented.

MAYOR- TWIN FALLS CITY COUNCIL

DATE

"EXHIBIT NO. A"

1. Subject to the site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards and compliance with the Eastpark PUD Agreement #213.
2. Subject to all lighting being downward facing and the light source being shielded from nearby residential properties.

APPLICATION #2867
SUP# 1437



Date: Monday, July 10, 2017
To: Honorable Mayor and City Council
From: Justin Dimond, Sergeant

Request:

Request to approve the Cycle Magic Valley bicycle ride sponsored by the Magic Valley Trail Enhancement Committee (MaVTEC). This event is scheduled to be held on Saturday, July 22, 2017, from 7:00 a.m. to 5:00 p.m.

Time Estimate:

Due to the fact that this is an annual event that typically requires no additional Police response, Staff requests that this item be placed on the Consent Calendar.

Background:

Denise Alexander, on behalf of the Magic Valley Trail Enhancement Committee, has submitted a Special Event Application to host the Cycle Magic Valley bicycle ride on July 22, 2017. This event includes four heats of substantially different distances: 12, 33, 63 and 100 miles. All routes will start and end at the Twin Falls Visitor Center. Permission from the Twin Falls Area Chamber of Commerce to hold the event on their property has been obtained.

Volunteers will be on hand to help direct riders to the section of the Twin Falls City route which takes riders west on Pole Line Road and out of the City limits. The route(s) will take riders on Twin Falls County roads. The Twin Falls County Sheriff's Office personnel have advised they have approved this request.

A barbecue will be provided at the conclusion of the ride at the Twin Falls Visitor Center. Proceeds raised will benefit the Canyon Rim Trail via the Twin Falls Community Foundation.

Event organizers predict approximately 150 participants for this event. There will be a minimum of 40 volunteers assisting with the event.

Approval Process:

Consent by the Council

Budget Impact:

This event will not have any budget implications. Bicycle riders will be required to follow all traffic laws.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

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

Attachments:

None



Date: Monday, July 10, 2017
To: Honorable Mayor and City Council
From: Justin Dimond, Sergeant

Request:

Request from Armando Cordero, on behalf of St. Edward's Church, to approve the 7th Annual Kermes event, also known as the Hispanic Food Festival. This fundraising event will be held at the Twin Falls City Park on August 6, 2017, from 11:00 a.m. to 8:00 p.m.

Time Estimate:

This is the seventh year this annual event is being held. There were no calls for service requiring a Police response during last year's event. Staff is requesting that this item be placed on the Consent Calendar.

Background:

The Kermes event, also known as the Hispanic Food Festival, is a fundraising event for St. Edward's Parish and the St. Edward's Catholic School. With this being the seventh year for this event, the number of participants has grown over the last few years from approximately 150 in attendance to an estimated 500 people for the 2017 Kermes event. During the event, there will be activities for children, to include a bounce house. There will be 20 booths which will include food vendors and vendors selling miscellaneous items. Food will be for sale at the event starting at 11:00 a.m.

The 2017 Kermes event will begin at 11:00 a.m. and will conclude at 8:00 p.m. Live music will be provided; performances will be held in the Twin Falls City Park Band Shell.

There will be no alcohol sold at this event.

Approval Process:

Consent of the Council

Budget Impact:

Due to no calls for service being generated for the Twin Falls Police Department at last year's event, no security is required. Therefore, there is no budget impact.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Twin Falls Police Department Staff and several relevant City Staff members have approved this

application request. Staff recommends that the City Council approve the Special Event Application based on the information provided.

The Twin Falls Police Department Staff recommends that the on-duty Patrol Supervisor be given the authority to order the event organizers to mitigate the sound of amplified music if necessary. If there are continued noise complaints, disturbances by those participating in the event, and non-compliance, the on-duty Patrol Supervisor shall terminate the event.

Attachments:

None



Date: Monday, July 10, 2017
To: Honorable Mayor and City Council
From: Nathan Murray, Economic Development Director

Request:

Request to approve a Memorandum of Understanding between Twin Falls Preservation Inc, the Urban Renewal Agency of the City of Twin Falls, and the City of Twin Falls for the placement and ongoing maintenance of the John E. Hayes Statue.

Time Estimate:

Background:

As part of the Main Avenue Renaissance Projects, the Urban Renewal Agency of the City of Twin Falls (the URA) is developing the 0.28 acre Commons Plaza on the north corner of Main Avenue East and Hansen Street East. It is anticipated that the plaza will be substantially completed in fall 2017, with final completion taking place in spring 2018, at which time ownership of the plaza will be transferred to the City of Twin Falls (the City).

Twin Falls Preservation, Inc (TFP) has raised money to construct a statue in the likeness of John E. Hayes, the surveyor of the original Twin Falls Town Site. The TFP asked the URA to assist with delivery and installation of the statue, as well as finding a suitable location to showcase it to the public. At a public hearing on December 12, 2016, the URA Board voted to pay TFP \$20,000 toward creation of the statue and to assist with design and construction of a platform in the new plaza where the statue will be placed.

Upon installation of the sculpture in the plaza, TFP plans to transfer all rights and interest over its maintenance and control to the City. Likewise, the URA will be transferring all future maintenance and control over the plaza to the City. The attached MOU is for consideration of the mutual promises of each of the involved parties related to creation and maintenance of the statue and plaza.

Approval Process:

A majority vote by the City Council would authorize the Mayor to sign the attached MOU and structure the agreement between the City, the URA and Twin Falls Preservation, Inc.

Budget Impact:

Regulatory Impact:

Approval of this request will allow the URA and TFP to proceed with development of the Commons Plaza and Statue location.

History:

N/A

Analysis:

N/A

Conclusion:

The Memorandum of Understanding further advances the goals and aspirations of Downtown Twin Falls and should be signed by the three parties.

Attachments:

1. Agreement

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between Twin Falls Preservation, Inc., hereafter ("TFP"), the Urban Renewal Agency of the City of Twin Falls, hereafter ("URA"), and the City of Twin Falls, Idaho, hereafter ("City").

WHEREAS, URA is engaged in a downtown redevelopment project which includes the construction of a public plaza located on the former site of the Rogerson Hotel, on the north corner of the intersection of Main Avenue East and Hansen Street East; and,

WHEREAS, TFP has commissioned the creation of a large bronze sculpture of John E. Hayes, the surveyor of the original town site of the City of Twin Falls; and,

WHEREAS, TFP would like to donate the sculpture to the City of Twin Falls for enjoyment of the public in the new plaza, under terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

TFP

1. TFP agrees to raise the funds needed to commission the creation of a bronze sculpture in the likeness of John E. Hayes, the surveyor of the original City of Twin Falls Town Site, under the terms and conditions of an agreement with Dave LaMure.
2. Upon completion of the sculpture and delivery and installation of the sculpture in the plaza, TFP shall transfer ownership of the sculpture to the City of Twin Falls, under the terms and conditions set forth herein.

URA

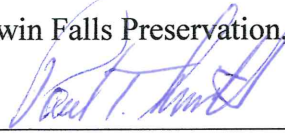
1. URA agrees to pay to TFP \$20,000 toward the cost of the creation, delivery, and installation of the sculpture
2. URA agrees to work with TFP and the artist of the sculpture on the design and construction of a platform for installation of the sculpture, which costs shall be paid by the URA.
3. The sculpture shall be located in the south-central portion of the plaza, as shown on the attached drawing.

City

1. Upon installation of the sculpture in the plaza, all right, title and interest and other incidences of ownership of the sculpture shall vest in the City, free of any liens or other legal claims.
2. Upon installation of the sculpture, the City agrees to assume responsibility and liability for the sculpture, and to use reasonable efforts to maintain and conserve the sculpture.

3. City will attempt to preserve an unobstructed line of sight between the Hayes statue and the intersection of Main Avenue and Shoshone Street.

Twin Falls Preservation, Inc.



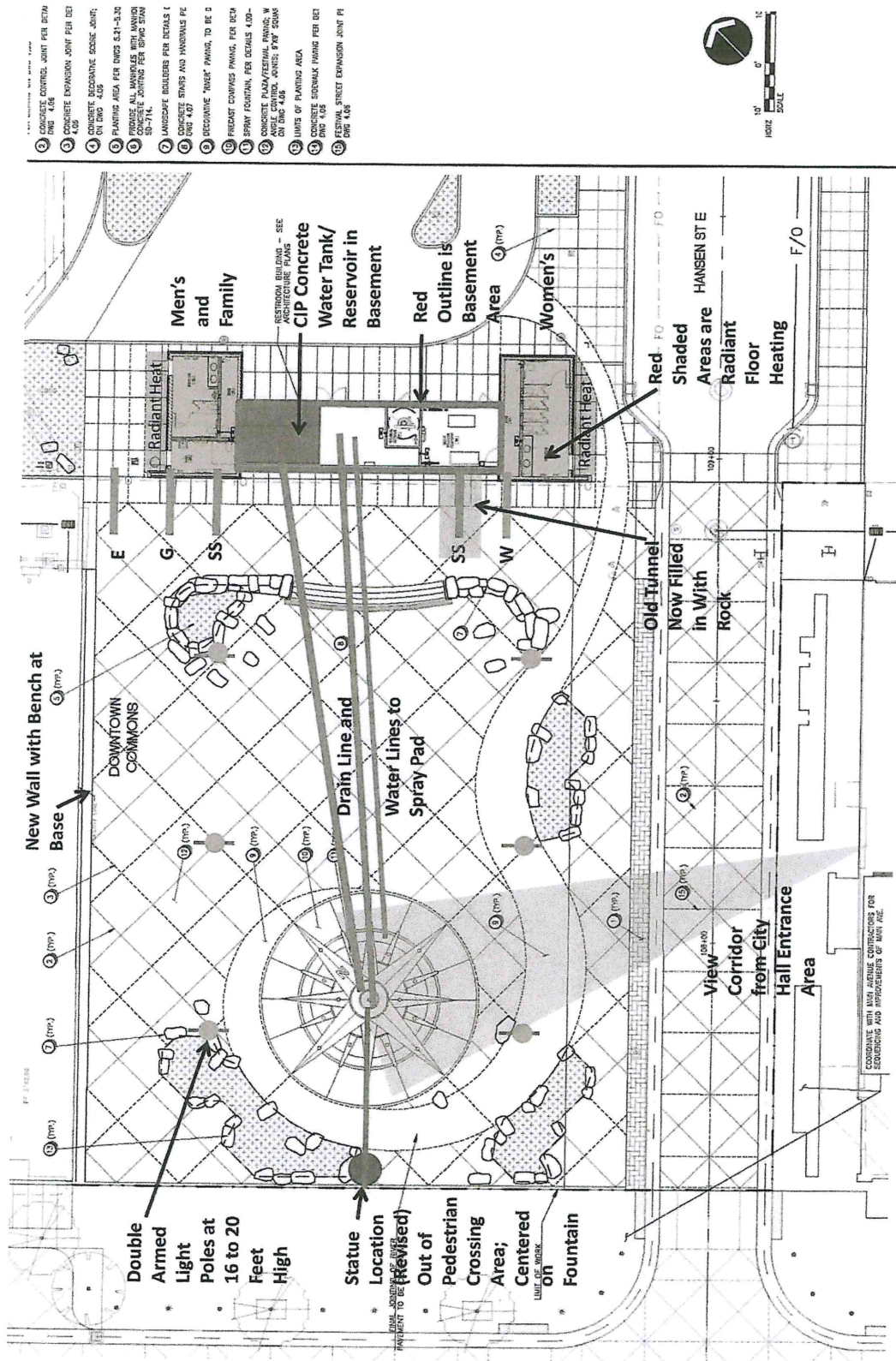
Paul T. Smith, President

The Urban Renewal Agency of the City of Twin
Falls

Dan Brizee, Chairman

CITY OF TWIN FALLS, IDAHO

Shawn Barigar, Mayor



Twin Falls Urban Renewal Agency

Main Avenue Redevelopment Project



Block 1 – Shoshone to Gooding, concrete is placed with final prep for asphalt paving, 28JUN2017



Block 1 – Shoshone to Gooding, Tree Well location with irrigation and power for decorative lighting, 28JUN2017

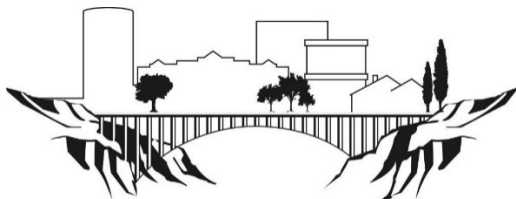


Block 2 – Fairfield to Gooding, storm drainage and power is complete; prep for concrete, 28JUN2017



Block 2 – Fairfield to Gooding, prep for concrete and paver sidewalks, 28JUN2017

Prepared for:



THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS

Prepared by – Owner's Representative:



**Monthly Report for
URA Board Meeting
July 10, 2017**

Monthly Project Progress Update

Prepared for URA Board Meeting on June 12, 2017

Main Avenue Redevelopment Project

Summary of Progress This Period, June 7 to July 5, 2017

Construction Services by CM/GC – Guho Corp.

1. Main Ave. Block 1, Shoshone to Gooding; from Guho's Weekly Report dated June 17, 2017:
 - Concrete sidewalk, curb and gutter placement is nearing completion on this block.
 - Unit Pavers installation underway on corner of Main and Shoshone.
 - With the sidewalks complete the construction of the roadway can commence.
 - Prep work will take place later this week and concrete paving will follow.
 - Half of Main Ave near Shoshone is going to be a concrete Festival Street this will transition to asphalt at the mid-block crosswalk towards Gooding.
 - With the concrete paving, there is a cure time required to gain strength to support traffic, this will take 7-10 days, during this time no heavy equipment can be driven over the fresh concrete.
 - Once the concrete is at strength, asphalt paving will take place for the second half of the block through the intersection of Gooding.
2. Main Ave. Block 2, Gooding to Fairfield; from Guho's Weekly Report dated June 17, 2017:
 - Underground utility work is complete.
 - Sidewalk demo will start this week followed with concrete sidewalks later in the week.
3. Main Ave., Block 3, Shoshone to Hansen:
 - The basement under the sidewalk in front of Twin Beans Coffee and the former Moose Hill tenant space is being prepared for demolition which will occur in July 2017.
 - Work on Block 3 will commence in mid-July starting with street and partial sidewalk demolition.
4. General Activities: Submittals processing as well as several Requests for Information (RFI's). Guho's "Procore" system is efficient with all submittals and RFI's being reviewed and approved electronically.
5. From prior report: Bids were received for the Main Ave. redevelopment project on 24MAR2017. The bids came in within the URA's budget. The Guaranteed Maximum Price (GMP) for the project, inclusive of the prior Landscape removal package and the Main Ave. redevelopment work was approved at Special URA Board meeting on 03APR2017. The GMP totals \$6,446,114.99 which is within the URA's budget of \$6.5 million for the project. The GMP includes a contingency of 5%, several allowances for undefined work, and Guho's CM/GC fee, and all of the subcontracts for the work. The GMP is within several hundred dollars of the cost estimate at final design, which is a very good result. Most of the work has been awarded to Twin Falls area subcontractors and suppliers.

6. Refer to the separate weekly report updates from Guho which began in June 2017. These updates are now being distributed to merchants, City Council, URA Board each week by email to keep these groups up to date on the progress of construction.
7. Traffic control signage has been improved based on input and requests from merchants.
8. Guho's Progress payment for the month of May 2017 totaled \$ \$369,841.34. The total of progress payments to date less retainage (through May 31, 2017) is \$531,544.27, which is 8.2% of the GMP total of \$6,446,115. The total billed is appropriate for the in-progress work on 2 out of the 5.5 city blocks being demolished and reconstructed. Actual construction progress to date is greater, but the invoicing is for the month prior.

Materials Selection

9. "Holland Stone" concrete pavers from Amcor Concrete Products have been selected. These standard pavers with a 6-mm bevel have been selected, representing a \$30,000 savings to the project. Another option for custom cast pavers with square edges was budgeted in the GMP, but the beveled pavers for the \$30,000 savings were preferred by a majority of the reviewers from the URA and City. The project team has confirmed that the beveled pavers meet current accessibility requirements.



Truncated Dome selection for curb cuts, at paver mockup at Guho's construction yard, 06JUN2017. The beveled "Holland Stone" pavers are in the forefront of the photo, which have been selected for the Main Ave. Project.

10. Guho is being asked to price some of the materials necessary for the Commons project, such as the pavers, light poles and street amenities, in order to take advantage of possible savings. Otak and Starr are working to provide the quantities based on the latest design for Commons.

Project Schedule

11. From prior reports: The project schedule information (block by block plan) was presented to the Project Advisory Committee (PAC) on December 21, 2016, and again on Feb. 16, 2017. The PAC representatives were very pleased to hear about the block by block phasing plan recommended by Guho. The overall sequencing approach was discussed at the meeting and approved by the PAC.
12. Construction work on the first block (Gooding to Shoshone) commenced on 17APR2017 as planned. All 6 blocks of the project will be substantially complete by 31OCT2017, with final completion in November 2017. This will be in time for the opening of the new City Hall. (Note that the Main Ave. work does not include the Commons project, which is a separate project being managed by the City and Starr.)

Design Progress

13. Final design documents for the construction phase are now complete.
14. Otak's Services During Construction are underway with review of materials submittals from Guho.

Basement Issues

15. From prior reports: URA's legal representative had drafted agreements between the URA and the three affected property owners establishing the liability of continued basement extensions under Main Ave. These agreements are now completed and signed by the respective parties. Cost sharing of waterproofing has been negotiated with Wells Fargo. It was decided by the URA that the full cost of infill at Mr. Crowley's property will be covered by the URA unless environmental contamination is found. Some asbestos was found in the recent environmental survey.
16. Remediation of asbestos at the Crowley basement occurred in May, with construction/infill planned in July 2017.

Testing and Inspection

17. From prior reports: Testing and Inspection services are underway drawing upon allowances and savings within the GMP.

Budget

18. CH2M updated the URA's Cost Control Report for Area 4-1 projects, including the anticipated cash flow from 2016 through 2023. The report is being updated monthly and reviewed with the City's Finance Manager and URA Executive Director.

URA Topics

19. See prior report for an update on the flag display plan for Main Ave., continuing the Lions Club tradition for flag displays in 8 flag days per year. The Main Ave. project team has made progress on the sleeve details and locations. A plan is in place for their installation in front of each

business as requested by the URA Board and City Council. Each sleeve will be capped and will be flush with the pavers.

20. The City and URA representatives met with several merchants on 02JUN2017 to listed to merchants' concerns about being kept up to date on the progress of construction and expediting the work as much as possible. As a result, progress reports are being emailed to merchants (and URA Board and City Council) each week. Traffic control signage is being improved. The City is making an effort to keep unauthorized persons from using parking spaces in the lots behind the businesses, to keep these lots as open as possible for visitors/shoppers.
21. Paul Johnson has transitioned CH2M's Owner's Representative role to Perrin Robinson of CH2M's Boise office, as of July 6, 2017. Paul extends his wishes to the URA Board and staff, Mayor and City Council and staff, the merchants and citizens of Twin Falls for a successful outcome of the Main Ave. project. An excellent project team is in place with Guho as CM/GC leading the construction of the Main Ave. project.



Date: Monday, July 10, 2017
To: Honorable Mayor and City Council
From: Josh Baird, Staff Engineer

Request:

Request to award the 2017-06 Mill & Paving Project to Staker & Parson Companies, Inc. dba Idaho Materials Construction of Twin Falls, Idaho, in the amount of \$774,038.

Time Estimate:

The staff presentation will take approximately 5 minutes.

Background:

At the April 10, 2017 City Council Meeting, Public Works Director Jon Caton and Street Supervisor Mark Thomson, provided a winter road damage report to Council. The report provided information on the extent of the road damage caused by the extraordinary winter of 2016/17 and demonstrated that it was greater than what could be addressed within the existing budget. Staff identified and prioritized 10 projects that could be addressed using Street Reserves with an estimated cost of \$4.375 million. Staff requested Council to allow the use of \$4.4 million to fund these 10 projects and Council voted unanimously in favor. It is important to note, that even with this additional funding, there is still not enough money to address all the winter damage, which therefore becomes "backlog".

Since that City Council meeting, City staff immediately went to work to determine on how best to complete the task of turning a fiscal authorization of \$4.4 million into constructable and manageable projects. Staff met at least weekly for the first month and began moving forward with projects as quickly as feasible. In those meetings, staff determined the following:

1. Since there is so much work to do, getting contractors to actually start performing work as quickly as possible would be important. As such, we began moving forward with small informal ADA Curb Ramp projects. To date, there are 2 separate contractors working on these ramps with the award of a potential fourth contract by a third contractor on the agenda tonight.
2. Constructing ADA ramps and additional concrete work (valley gutters or curb and gutter) before milling and paving would be preferred. Following this ideal sequence of placing concrete first eliminates the need for asphalt patch backs adjacent to new concrete.
3. Combining all the full-depth reconstruction locations into one formally bid project expedites the process (because there would be less contract management for staff with one larger project rather than multiple smaller projects) and it would hopefully give the best unit costs by potential bidders. Since full depth reconstruction will be so invasive to neighbors, we included concrete work to be a part of one contract. That way, as soon as the single contractor is completed with the work, everything is done and there won't be a second wave of construction thereafter.
4. Combining all the milling and paving locations into one formally bid project would expedite the process (because there would be less contract management for staff with one larger project rather than

multiple smaller projects) and it would hopefully give the best unit costs by potential bidders.

That is the process we have followed to utilize the \$4.4 million.

This 2017-06 Mill & Paving project will locate and lower valves and manholes within the project area to prepare to mill the top 3" of plantmix pavement. After milling is complete, a new 3" layer of plantmix pavement will be laid and valves and manholes will be raised back up to the existing surface.

The project area includes Bridgeview (Blue Lakes to beyond the curve), Bridgeview (South of Pole Line), Falls (Blue Lakes to Eastland), and Filer (Locust to Sunrise).

The project was formally bid and on Wednesday, July 5, 2017 bids were opened for the project. Two bids were received that ranged from \$774,038.00 to \$880,681.70. The lowest bid came from Staker & Parson Companies, Inc. dba Idaho Materials Construction based out of Twin Falls, Idaho in the amount of \$774,038.00, approximately 29% lower than the Engineer's Estimate of \$996,749.00. The bid package from Idaho Materials Construction was checked for completeness and no irregularities were found.

Approval Process:

A majority vote of the Council to approve the Award of Contract.

Budget Impact:

The funding for this project is part of the \$4.4 million approved to be spent by City Council on April 10, 2017 from Street Department Reserves.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that City Council award the 2017-06 Mill & Paving project to Staker & Parson Companies, Inc. dba Idaho Materials Construction in the amount of \$774,038.00.

Attachments:

1. Vicinity Map
2. Bid Tabulation

2017-06 Mill & Paving

Bridgeview (Blue Lakes to beyond the Curve)

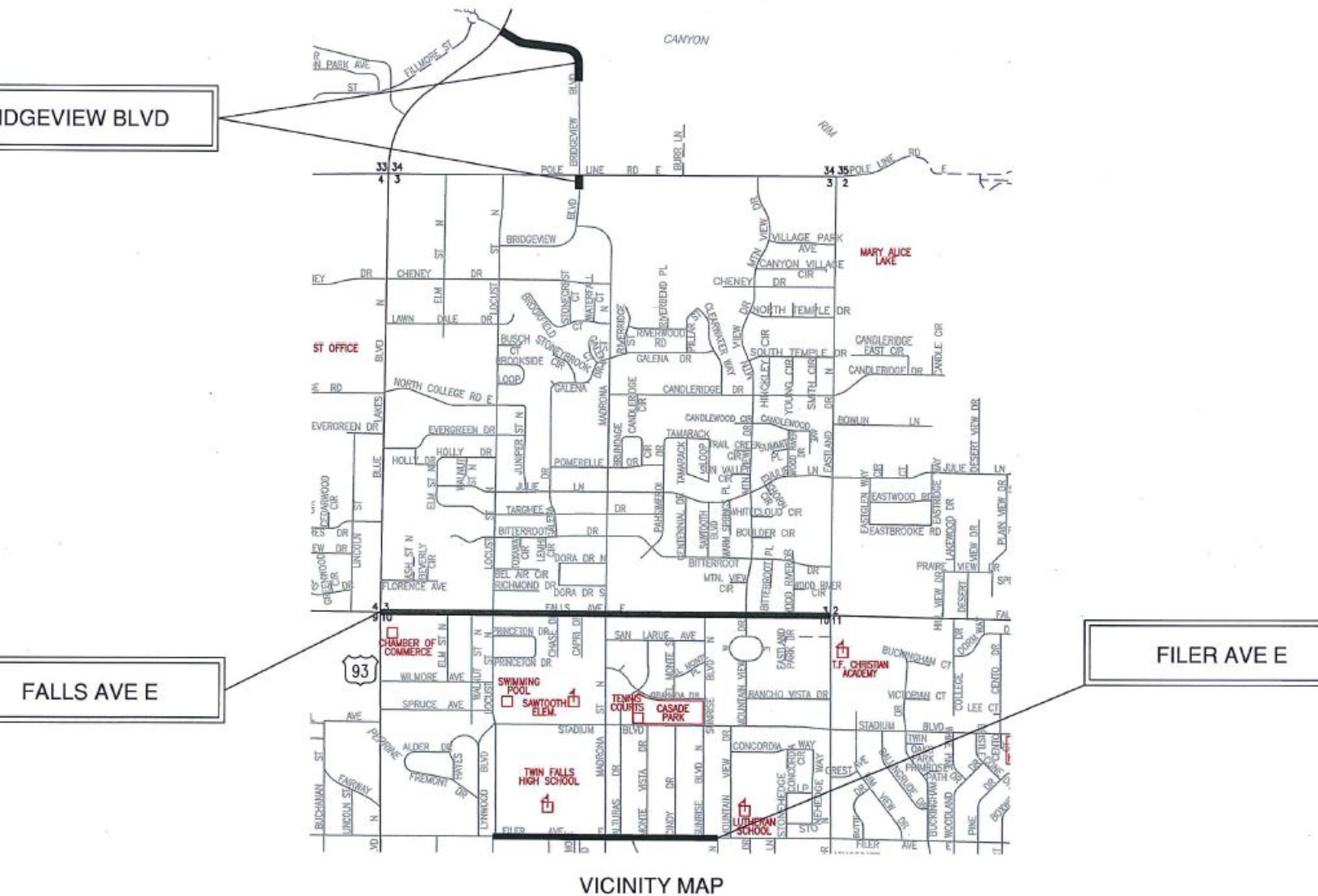
Bridgeview (South of Pole Line)

Falls (Blue Lakes to Eastland)

Filer (Locust to Sunrise)

Sheet Index

VICINITY MAP	Sheet 1
BRIDGEVIEW (BLUE LAKES)	Sheets 2-3
BRIDGEVIEW (POLE LINE)	Sheet 4
FALLS	Sheets 5-9
FILER	Sheets 10-14



VICINITY MAP

UNIT PRICE BID TABULATION

2017-06 Mill & Paving

Opened at: 103 Main Ave. East, Twin Falls, ID

On this Date: July 5, 2017

At this Time: 10:00 am (local time)

SPEC. PAY REF.	BID ITEM DESCRIPTION	UNIT	ESTD QNTY	Engineer's Estimate		Idaho Materials Construction		Lakeside Industries, Inc. dba Valley Paving	
				BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
DIVISION 200 - EARTHWORK									
202.4.1.C.1	Excavation (3" Milling)	SY	39,118	\$3.00	\$117,354.00	\$1.45	\$56,721.10	\$2.65	\$103,662.70
DIVISION 300 - TRENCHING									
307.4.1.K.5	Soft Spot Repair Crushed Aggregate Base Material (0 to 10 cu. yds)	CY	10	\$200.00	\$2,000.00	\$232.00	\$2,320.00	\$194.00	\$1,940.00
307.4.1.K.7	Soft Spot Repair Crushed Aggregate Base Material (11 cu. yds and above)	CY	90	\$150.00	\$13,500.00	\$100.00	\$9,000.00	\$60.00	\$5,400.00
DIVISION 800 - AGGREGATES AND ASPHALT									
810.4.1.A.1	1/2" Plant Mix Pavement - Superpave SP-3 PG 70-28	TON	7041	\$95.00	\$668,895.00	\$81.90	\$576,657.90	\$89.00	\$626,649.00
DIVISION 1100 - CONSTRUCTION TRAFFIC CONTROL									
1103.4.1.A.1	Construction Traffic Control	LS	1	\$40,000.00	\$40,000.00	\$27,825.00	\$27,825.00	\$27,000.00	\$27,000.00
DIVISION 2000 - MISCELLANEOUS									
2010.4.1.A.1	Mobilization	LS	1	\$80,000.00	\$80,000.00	\$29,114.00	\$29,114.00	\$33,000.00	\$33,000.00
2030.4.1.A.1	Manhole, Adjust to Grade	EA	22	\$1,500.00	\$33,000.00	\$1,000.00	\$22,000.00	\$1,165.00	\$25,630.00
2030.4.1.C.1	Valve Boxes, Adjust to Grade	EA	56	\$750.00	\$42,000.00	\$900.00	\$50,400.00	\$1,025.00	\$57,400.00
TOTAL OF ALL BID PRICES				\$996,749.00		\$774,038.00		\$880,681.70	
Low-Bid Ranking						1		2	
Percentage of Low Bid				129%		100%		114%	

Lakeside Industries, Inc. dba Valley Paving incorrectly multiplied the unit price by the quantity which resulted in a different bid price.



Date: Monday, July 10, 2017
To: Honorable Mayor and City Council
From: Jackie Fields, City Engineer

Request:

Request to award a contract for design services for the illumination of Cheney Drive with JUB Engineers, Inc. in the amount of \$39,900.00.

Time Estimate:

10 minutes.

Background:

Cheney Drive, between Frontier Road and Parkview Drive, has developed substantially since 2011. An illumination project was budgeted to address illuminating the newly built portion of Cheney Drive. This design contract will endeavor to extend the lighting west past Washington St N. to Parkview Drive.

The City Code requires the City to install illumination. Our protocol has been to install a single mercury vapor luminaire at intersections and every 800' or so of long blocks. However, City personnel have been placing LEDs because the life span and power consumption for the fixtures are better. The spacing of the luminaires is not sufficient to illuminate a wide, curving collector roadway in a growing commercial area. Specifically, it is important to see a pedestrian (or a bicyclist).

The design for this roadway segment is intended to specifically consider intersection safety at N. College Rd, Billiar St., and Parkview Dr. Design will include consideration of the impacts on the Observatory and the natural area surrounding the Perrine Coulee.

While we don't anticipate significant numbers of pedestrians walking at night, it is prudent to provide enough light for the driver to detect their presence, particularly as they enter the roadway. Optimally, the roadway will be evenly lit within the curb lines in a manner similar to the illumination placed along the Poleline Eastland curve. The design will attempt to balance safety with a desire for as much darkness as possible near the Observatory. There is no modification planned for the look of the actual luminaire.

Approval Process:

A simple majority vote enables the Mayor to sign the contract.

Budget Impact:

The capital improvement fund includes funding for design and construction of this project.

Regulatory Impact:

History:

N/A

Analysis:

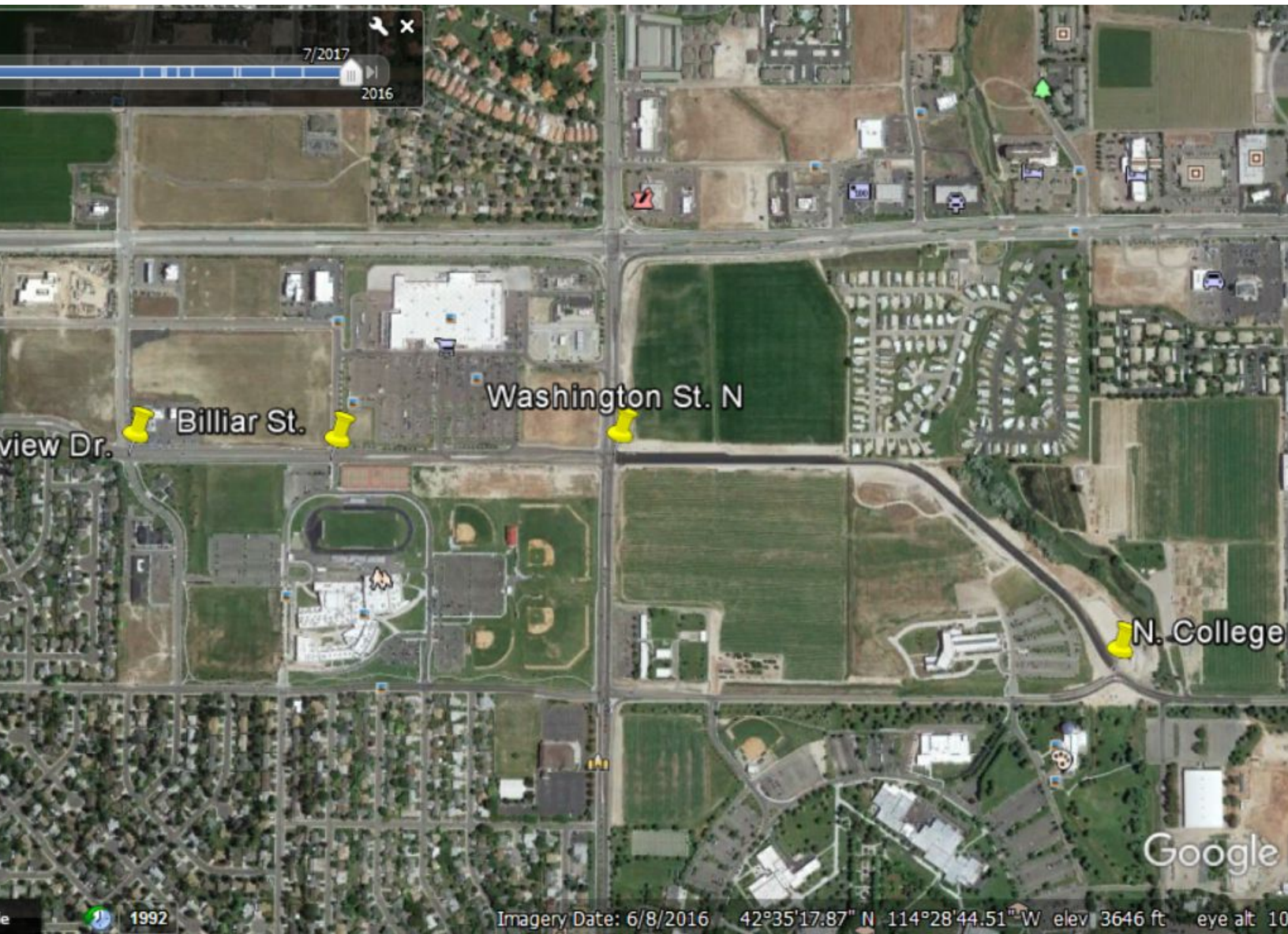
N/A

Conclusion:

Request to award a contract for design services for the illumination of Cheney Drive with JUB Engineers, Inc. in the amount of \$39,900.00.

Attachments:

1. Cheney Drive area map
2. TF-Cheney Illumination



7/2017

2016

view Dr.

Billiar St.

Washington St. N

N. College

Google

1992

Imagery Date: 6/8/2016 42°35'17.87" N 114°28'44.51" W elev 3646 ft eye alt 10



J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 60-17-
J-U-B Project Manager: IHM

This Agreement entered into and effective this 11 day of July 2017, between City of Twin Falls, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: have designed and constructed an illumination project for street lighting along certain sections of Cheney Drive West hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B: documents listed in Attachment 1.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>Jacqueline Fields, P.E.</u>	Work telephone	<u>208-735-7273</u>
	Address	<u>City of Twin Falls</u>	Home/cell phone	<u>208-308-7273</u>
		<u>324 East Hansen St</u>	FAX telephone	<u>208-736-2296</u>
		<u>Twin Falls, ID 83301</u>	E-mail address	<u>jfields@tfid.org</u>

For J-U-B:

1.	Name	<u>Ivan McCracken, P.E.</u>	Work telephone	<u>208-733-2414</u>
	Address	<u>J-U-B ENGINEERS, Inc.</u>	Cell phone	<u>208-308-4670</u>
		<u>115 Northstar Avenue</u>	FAX telephone	<u>208-733-9455</u>
		<u>Twin Falls, Idaho 83301</u>	E-mail address	<u>imccracken@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described as follows (or as described in **Attachment 1**, if provided) in a manner consistent with the applicable standard of care: See Attachment 1.

J-U-B's services shall be limited to those expressly set forth above, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the following schedule (or as described in **Attachment 1**, if provided) in a manner consistent with the applicable standard of care: See Attachment 1.

This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services at J-U-B's standard hourly rates and reimbursable expenses as follows (or as described otherwise in **Attachment 1**, if provided): See Attachment 1. A ten percent administrative fee will be applied to sub-consultant invoices.

- ☐ Yes *Management Reserve Fund.* If "YES", the CLIENT will establish a management reserve fund of \$_____ to provide the CLIENT's Authorized Representative the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs or paying J-U-B for Additional Services beyond those defined in this Agreement.
- ☒ No
- ☐ Yes *Retainer.* If "YES", the CLIENT will pay J-U-B a retainer of \$_____ prior to the Notice to Proceed. The retainer will be applied to the final billing(s) at the completion of the Services rendered under the Agreement.
- ☒ No

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: Cheney Illumination

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:

NAMES

STREET

CITY / STATE / ZIP CODE

BY (Signature)

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:

115 Northstar Avenue
STREET

Twin Falls, Idaho
CITY / STATE / ZIP CODE

Robert E. Hegstrom
BY (Signature)

Robert E. Hegstrom, Area Manager
NAME / TITLE

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

- ☒ **Attachment 1** – Scope of Services and/or Schedule and/or Basis of Fee
- ☒ **Attachment 2** – Special Provisions
- ☒ **Standard Exhibit A** – Construction Phase Services

DISTRIBUTION: Accounting; Project File; CLIENT

REV: 1/15

J-U-B ENGINEERS, Inc.

TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, and additional costs due to changes in regulation, shall be paid by the CLIENT.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by

contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A – Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition

to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B shall provide certificates evidencing insurance coverage at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the

event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

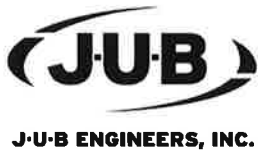
SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 – Scope of Services and / or Schedule and / or Basis of Fee

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, and/or Schedule of Services, and/or the Basis of Fee:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

SCOPE OF SERVICES

J-U-B's Services under this Agreement are limited to the following:

PROJECT UNDERSTANDING

- This Scope of Services includes preparation of a street lighting plan for the Cheney Drive West corridor which extends from Grandview Drive to North College Road – a distance of about 1.7 miles.
- The project anticipates designing the locations for all future lights along both sides of the corridor, however, only select portions of the corridor are anticipated to be constructed at this time due to funding constraints. Final Design will only include power services, conduits, and lighting appurtenances for the areas being constructed.
- The lighting is expected to be "Dark Sky" compliant, and due to its proximity to the CSI Observatory the lighting levels are anticipated be at the low end of the recommended illumination levels.

Assumptions

- Idaho Power will provide suitable locations for the installation of service pedestals. The Contractor will be responsible for the Service Request and associated fees.
- The City will provide record drawings and CAD files from the recently constructed Cheney Drive project (from Washington Street to North College Drive).
- The City will provide drawings (record or developer submitted) for other recently completed developments (High School, Walmart, etc.).
- Utility companies will respond in a timely manner to the DigLine request for maps and mark-outs prior to topographic surveying work. If utility companies do not respond in time, a note will be added to the plans identifying that utility information is missing and the Contractor will need to verify the missing information.
- During the construction phase, either the City or the Contractor's independent tester will be responsible for all materials testing.

- A. BASIC SERVICES** - J-U-B's Basic Services under this Agreement are limited to the following tasks. CLIENT reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule.

Task 001: Survey

- a. Prepare the coordinate and base data for the crew to begin surveying, research existing right-of-way, and submit a request for design locates of utilities to Idaho DigLine.
- b. Establish survey control along the ~1.7-mile corridor.
- c. Perform topographic surveying along the corridor, consisting of:
 - (i) Detached sidewalk locations: top-back-of-curb (TBC) shots and adjacent edge of sidewalk shots 100-feet on center (both sides of the road as applicable)
 - (ii) Attached sidewalk locations: back-of-walk (BOW) shots 100-feet on center (both sides of the road as applicable)
 - (iii) No curb and gutter locations: survey shots at edge-of-asphalt (EOA) and at right-of-way line (ROW)
 - (iv) Intersections: the TBC/BOW shots will be taken at the ends of the returns (point of curve/point of tangent)
- d. Process collected topographic survey data and the researched plat information to prepare an AutoCAD base file for use in the design tasks.

Task 002: Preliminary Lighting Design

- a. Review of currently available fixtures: the technology for LED lighting fixtures is progressing so rapidly that there is a new generation of fixtures roughly every 1.5 years. J-U-B will research the current market and confer with Idaho Transportation Department to identify manufacturers whose fixtures are expected to meet the project specifications. J-U-B will then meet with City of Twin Falls to narrow the options down to three (3) manufactures.
- b. Prepare pole location layout and model light coverage: J-U-B will prepare a conceptual layout for street light spacing and model the illumination levels using AGi32 software loaded with fixture data from one of the three manufactures. The model results will be used to adjust pole spacing to improve the lighting uniformity. This layout will be for the entire length of the project.
- c. Coordinate with Idaho Power Company and College of Southern Idaho:
 - (i) J-U-B will meet with Idaho Power Company to identify locations for service pedestals to provide power to the proposed street light circuits. Idaho Power prefers to have a formal "Service Request" and associated design fee submitted so they can verify the location and design the power drop. In the interest of time this responsibility will be assigned to the Contractor. J-U-B will ask Idaho Power to identify locations where it would be practical on their system to provide a power drop. Two meetings are assumed for this task.

- (ii) J-U-B will meet a representative of the Herrett Center to discuss their concerns with the potential for street lighting near the observatory, and to discuss balance between safety lighting and reducing light pollution which could affect the Norman Herrett reflector telescope. One meeting is assumed for this task.
- d. Prepare Preliminary Construction Plans and associated estimate of probable construction costs. The plans are expected to include the overall pole layout for the ~1.7-mile corridor, sheets for the areas within the project limits where lights are proposed, and details. Due to the expected construction budget of \$240,000, about 0.7-miles of the ~1.7-mile project will be able to have new lights installed. Full design will not be prepared for those areas that will not be part of the currently proposed construction. An opinion of probable construction costs will be prepared for the proposed construction. Three (3) sets of the Preliminary Construction Plans and associated cost opinion will be submitted to the City for review and comment.
- e. Prepare voltage-drop calculations: J-U-B will prepare voltage drop calculations for each proposed street light circuits to recommend the conductor sizes. The same spreadsheet calculations used in the Pole Line Road/Eastland Drive Illumination project will be used.

Task 003: Final Lighting Design

- a. Review City comments: J-U-B will meet with the City to discuss their comments on the Preliminary Construction Plans and associated opinion of probable costs. One (1) meeting is anticipated for this review and discussion.
- b. Prepare Final Construction Plans and Cost Estimate: J-U-B will incorporate the agreed upon City comments and finalize the design for the street lights, conduit runs, service pedestals, and details. The opinion of probable construction costs will be updated.
- c. Perform a formal internal quality check on the Final Construction plans by an engineer not involved with the daily design work on the project.
- d. Submit Final Design to the City for comments. After incorporating the comments from the J-U-B internal quality review into the Final Design plans, J-U-B will prepare and submit three (3) sets of the Plans, Specifications, and Estimate (PS&E) to the City for review and comment.
- e. Address Comments and Prepare PS&E: J-U-B will meet with the City to review and discuss their comments on the Final Design package. The agreed upon comments will be incorporated into the design and bid sets of the PS&E will be prepared.

Task 004: Bid Services

Where the expected construction cost is less than \$250,000 it is anticipated that an informal bid process will be used to solicit bids for the project.

- a. Advertise, respond to questions and prepare addenda: using a list of three (3) preselected contractors provided by the City, J-U-B will contact the contractors and provide them with a set of the contract documents. During the bid phase J-

U-B will respond to questions from the bidders, and if needed issue an addendum (or addenda).

- b. Open Bids and Evaluate Bids: J-U-B will attend the bid opening where the City will open and read the bids aloud. Following the bid opening, J-U-B will evaluate the bids and prepare a bid-tabulation and submit the bid results to the City.
- c. Prepare Contractor Agreement Documents: J-U-B will prepare a Notice of Award, Agreement, and Notice to Proceed documents for the City to sign and deliver to the Contractor.

Task 005: Construction Engineering Services

Where this portion of the project is significantly affected by the Contractor's scheduling; work for this task will be done on a time and materials basis.

- a. Provide Construction Staking: J-U-B will provide 3-foot off-set stakes at the locations for each street light pole and service pedestal. The stakes will mark the horizontal location of the pole/pedestal. The vertical elevation will be based on the adjacent improvements (curb and gutter, sidewalk, etc.).
- b. Perform Shop-drawing Reviews: J-U-B will review the contractors submitted shop drawings for conformity with the projects specifications.
- c. Provide Construction Observation and Invoice Review:
 - (i) Construction observation is estimated at 6-hours per week for four (4) weeks, for a total of 24-hours of observation time. The 4 weeks of construction time are not anticipated to be consecutive as there will likely be a waiting time between construction of undergrounds and installation of the poles and appurtenances.
 - (ii) Two invoices are anticipated with the review and document preparation time for each invoice: total of 8-hours.

B. ADDITIONAL SERVICES

- 1. Additional tasks or services can be added for an additional fee as agreed upon.

C. CLIENT's Responsibilities – CLIENT is responsible for completing, authorizing J-U-B to complete as Additional Services, or authorizing others to complete all tasks not specifically included above in J-U-B's Basic Services that may be required for the project, including, but not limited to:

- 1. Provide J-U-B with an electronic copy of the record drawing plans and CAD files from the recent Cheney Drive construction project.
- 2. Provide developer off-site plans for all recently constructed projects along the project corridor (i.e. Walmart, Canyon Ridge High School, etc).
- 3. Provide utility information for all public utility facilities within the project area.

4. Examine the alternatives, drawings, specifications, and other documents as presented by J-U-B, and render in writing timely decisions pertaining thereto.
5. Arrange for safe access and make all provisions for J-U-B to enter upon public and private property as required for J-U-B to perform services.
6. Provide coordination, reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by J-U-B and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
7. Environmental assessments, permitting, bidding, construction administration and inspection, and any public outreach for this work are assumed to be handled by the CLIENT but could also be added as additional work by J-U-B.
8. Recognizing and acknowledging that J-U-B's services and expertise do not include the following services, provide, as required for the Project:
 - a. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or J-U-B reasonably requests including legal documents necessary for ROW or easements if necessary.
 - c. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - d. Recording of all legal documents.
9. Inform J-U-B in writing of any specific requirements of safety or security programs that are applicable to J-U-B, as a visitor to the Site.
10. Perform or provide the following additional services:
 - a. Acquire any required permits, agreement, or easements needed for the project.

D. SCHEDULE OF SERVICES

J-U-B proposes the following schedule (see the table below) in order to provide for the obligation of the construction funds by October, 2017. J-U-B is not responsible for any unforeseen delays or issues causing delays which are out of J-U-B's control.

Task Number	Task Name	Estimated Start	Estimated Completion
001	Survey	7/17/2017	7/21/2017
002	Preliminary Lighting Design	7/25/2017	8/10/2017
003	Final Lighting Design	8/15/2017	8/23/2017
004	Bid Services	8/30/2017	9/13/2017
005	Construction Engineering Services	10/9/2017	To be determined...
Total Time for Tasks 001 - 004:			8.5 weeks

E. BASIS OF FEE

A. CLIENT shall pay J-U-B for the identified Basic Services as follows:

1. For Time and Materials Estimated fees:

- a. CLIENT shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each J-U-B employee times that employees' standard billing rate for all services performed on the Project, plus Reimbursable Expenses and J-U-B's Consultants' charges, if any.

B. The fee types and amounts for each task are presented in the following table:

Task Number	Task Name	Fee Type	Amount
001	Survey	Lump Sum	\$6,060
002	Preliminary Lighting Design	Lump Sum	\$11,370
003	Final Lighting Design	Lump Sum	\$11,830
004	Bid Services	Time & Materials	Estimated at \$3,540
005	Construction Engineering Services	Time & Materials	Estimated at \$7,100
Total			\$39,900

Period of Service: If the period of service for the task identified above is extended beyond 12 months or a calendar year, the compensation amount for J-U-B's services shall be appropriately adjusted to account for inflation and salary adjustments.



J-U-B ENGINEERS, INC.

**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 2 – Special Provisions

The TERMS AND CONDITIONS of the Agreement for Professional Services are amended to include the following Special Provisions.

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

SPECIAL PROVISIONS

Termination:

Delete: "...the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work."



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

Client Name: City of Twin Falls

Project: Cheney Drive West Illumination

The Agreement for Professional Services dated July 11, 2017 is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- | | |
|---|--|
| ☒ Yes | 1. General Administration of the Contract Documents. Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers. |
| ☐ No | |
| ☐ Yes | 2. Pre-Construction Conference. Participate in a pre-construction conference. |
| ☒ No | |

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☒ Yes

☐ No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☒ Yes

☐ No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☒ Yes

☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes

☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes

☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes

☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

☒ Yes

☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☐ Yes

☒ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- ☐ Yes 10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- ☒ No
-
- ☒ Yes 11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- ☐ No
-
- ☐ Yes 12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- ☒ No
-
- ☐ Yes 13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- ☒ No
-
- ☐ Yes 14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- ☒ No
-
- ☐ Yes 15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- ☒ No

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- ☐ Yes
☒ No
- 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
- ☐ Yes
☒ No
- 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
- ☐ Yes
☒ No
- 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
- ☐ Yes
☒ No
- 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
- ☒ Yes
☐ No
- 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
- ☐ Yes
☒ No
- 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
- ☐ Yes
☒ No
- 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
- ☐ Yes
☒ No
- 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
- ☐ Yes
☒ No
- 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
 - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
 - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
 - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing documentation of the Work.
 - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.

11. *Reports.*

- a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
- d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

- a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
- b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
- c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.



Date: Monday, July 10, 2017
To: Honorable Mayor and City Council
From: Mitch Humble, Deputy City Manager

Request:

Request to amend the Guaranteed Maximum Price for the City Hall project.

Time Estimate:

The staff presentation will take about 5 minutes. Following the presentation, some time will be needed for questions and discussion.

Background:

The City Hall Guaranteed Maximum Price (GMP) was approved at \$5,472,531. The project has been moving along very well, with a few unforeseen costs, but not more than the budgeted contingency amount. As we have progressed through the construction process, we have found a few items that need to be addressed that will add scope and cost to the project.

First, the City recently began focusing on employee security. We have asked Captain Hicks and Staff Sergeant Wright to both train our employees on security procedures and review our physical work spaces for any potential security improvements that could be made. Part of their work space review included looking through the City Hall plans. Following their review, they recommended a number of minor changes we could make that would improve the physical security of the City Hall. The changes included things like access control at specific doorways, placing barriers in strategic locations, and adding doors to additional emergency exit locations. The cost for these security changes is \$37,164.79.

The second proposed change is to finish out the shelled space on the third floor right away. The primary reason for this change is to provide office space for our City legal department. Currently, Fritz and Jackie work from their own location, and we provide an office for Shayne at City Hall. The plan was to go ahead and keep Shayne working out of the third floor at the new City Hall. When we changed to an open floor plan, Shayne's space was one space included in the open floor area. We later realized that due to the nature of Shayne's work and the documents that he has in/on his desk and computer, his work space should not be open to everyone at City Hall. He really needs a lockable office, with access only to approved people. Also, as we began preparing the FY 2018 budget, we realized that it will be less than a year after we move in when we start hiring two new employees to work in the legal department. These two new employees will have the same security concerns that Shayne has. It became apparent that we needed to go ahead and proceed with creating a lockable work space for Shayne and the two new legal employees while the building is under construction now. The third floor shelled space is the best way to provide that. Once the legal team is located in that shelled space, it makes financial sense to go ahead and finish out the balance of the shelled space now with this work, rather than doing as a separate project later. The cost to finish out the third floor shelled space is \$68,681.80.

The third change is being proposed to the work space for the front counter on the second floor. We will have one representative from the Building, Engineering, and Planning Departments working at that front counter. All three will be providing customer service to visitors of those departments. The counter area

was designed with one of the three work stations being able to provide service to people needing ADA accommodations to meet building code. However, really all three work stations need to provide ADA accessibility since a customer with those needs may visit any one of the three departments. The cost to make all three work stations ADA compliant is \$5,384.28.

Finally, three weeks ago, the Council toured the City Hall construction site with the guys from Starr. During that tour, Starr was asked to provide a cost to wrap the concrete columns in the Council Chambers, rather than leaving the concrete exposed. The cost to wrap the columns is \$6,932.57.

If all four changes being proposed are accepted by the Council, the total cost will be \$118,163.44. Staff recommends proceeding with all four additions.

Approval Process:

Approval of this request requires a simple majority vote of the Council.

Budget Impact:

Approval of this request in its entirety will add \$118,163.44 to the construction cost of the City Hall project. The project is being paid for with reserve funds. The reserve fund has the capacity to cover the additional costs being proposed.

Regulatory Impact:

If the request is approved, staff will notify the contractor to proceed with the changes as described.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council approve the request to amend the Guaranteed Maximum Price for the City Hall project as presented.

Attachments:

None



Date: Monday, July 10, 2017
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

Request:

Presentation of the City Manager's Recommended Budget for FY 2018 followed by citizen input.

Time Estimate:

The estimated amount of time this item will take is 60 minutes plus time to answer questions.

Background:

See Attached City Manager's Recommended Budget for FY 2018.

Approval Process:

There is no approval process.

Budget Impact:

There are no budgetary or financial impacts from the conversation.

Regulatory Impact:

There is no regulatory impact.

History:

N/A

Analysis:

N/A

Conclusion:

Recommended Budget for FY 2018 can be found online.

Attachments:

1. City Manager's Recommended Budget for FY 2018



City Manager's Recommended Budget for FY 2018

We are pleased to present the City Manager's Recommended Budget for the fiscal year beginning October 1, 2017, and ending September 30, 2018. Idaho Code Section 50-811 states the City Manager shall "...keep the council fully advised of the financial condition of the city and its future needs..." and "...prepare and submit to the council a tentative budget for the next fiscal year." This budget is submitted in accordance with these laws and requirements in mind.

The fiscal year 2018 (FY 2018) City Manager's Recommended budget is organized to serve as a useful and informative guide for our citizens, members of the City Council and staff. The organization of the document and the information provided is consistent with the criteria necessary to receive the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award.

The FY 2018 Recommended Budget is designed to serve as a policy document, a financial plan, an operations guide and a communications device.

A Policy Document

The budget is an expression of Council policy. It is the most comprehensive collection of Council policy that is produced on an annual basis. Council policy is implemented by the appropriations made along with the projects and programs funded.

A Financial Plan

The financial planning emphasis of the budget is the most familiar aspect. The budget lays out how expenditures are to be made and specifies anticipated revenues and other resources to fund those expenditures. The budget is balanced in all funds, meaning that total resources in each fund are equal to or greater than total expenditures.

An Operations Guide

Numbers are obviously an important aspect of the budget, but the FY 2018 Recommended Budget is much more. Also included are missions, highlights and accomplishments of programs and departments that provide a balanced perspective of the broad range of services we provide to our citizens. It demonstrates how much is being recommended for programs and departments and illustrates the return on their investment through the delivery of good and services.

The Operations Guide aspect of the budget focuses our financial planning to achieve the goals and objectives described in the City's 2030 Strategic Plan.

A Communications Device

Through the budget, we communicate City priorities to our citizens. The budget contains graphics, tables, summaries and directions that are designed to assist citizens, Council members, staff and others in getting needed information quickly and easily. These areas guide us in preparing a proposed and final document that balances the requirements of law with the needs and desires of citizens.

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 14, 2017, the City Council will adopt the preliminary budget for FY 2018, with a public hearing and final adoption scheduled to occur on August 28th.

Connection to the City's 2030 Strategic Plan

A FY 2018 Recommended 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 the community's priorities.

The City's budgeting process begins each year shortly after the New Year with the formation of the Long Term Planning Committee (LTP). The LTP is composed of a cross-section of employees representing all levels and departments of the City's organization. The LTP's work is instrumental and an integral part of the City's budget process. With focus and a commitment to exceptional public service based on innovation, professional expertise and creativity, the members of the LTP develop strategies designed to help the City take meaningful steps in realizing each of the eight articulated vision statements described in the City's 2030 Strategic Plan.

2018 Fiscal Year Budget Summary

The budget is balanced and in accordance with the state law and Government Finance Officers' Association (GFOA) best practices. The combined expenditures and transfers total \$71,350,260, which is a \$6,125,592 increase compared to the current year budget of \$65,224,668. For this fiscal year, we are recommending Government Fund-Type expenditures, those funds that receive some of their funding from property tax revenues, in the amount of \$40,629,364. This is an increase of \$3,817,744 (9.4%), of which \$1,341,141 is from cash reserves to fund one-time capital initiatives. We are also recommending total expenditures in the Enterprise Fund-Type funds of \$30,720,896, which is an increase of \$2,307,848, or by 8.12%, of which \$2,330,677 is from cash reserves.

Most cities, including the City of Twin Falls, have historically focused on the "net budget," which is the total budget, as presented above, less fund transfers. The total net budget for FY 2018 is \$66,209,908 or \$5,251,542, or 8.6% more than the total net budget of \$60,958,366 that was approved for FY 2017. Both methods are acceptable. From this point forward, and just as we have done historically, we will be focusing on the net budget.

Cities in Idaho have control over their annual expenditures in all funds and the rates they assess in the enterprise, or business-like, funds. Statutorily under Idaho Code, cities and counties are permitted to collect 3% more property tax revenue than it had in the prior fiscal years. The FY 2018 Recommend Budget requests the statutory allowed increases in property tax revenue and does not require the use of the City's foregone balance of \$2,186,253.

Budget Overview

The role of local government is to protect the citizen's health and provide for their safety. To realize that end, local governments, like the City of Twin Falls, are responsible for providing accessible streets, dependable emergency responses, and safe and aesthetically pleasing parks and public facilities—all in a manner that is both effective and efficient. While the budget does not fund all capital initiatives and projects in the entire organization, it does meet the City Council's priorities and the citizen's service level expectations. It demonstrates restraint in the areas of taxation and rate adjustments. It appropriately incorporates the use of cash reserves to cover one-time, critical and needed capital projects in the General Fund, Capital Improvement Fund, Library Fund, the Impact Fee Fund, Airport Construction Fund, Shop Fund, and Seizures & Restitution Fund.

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 of our City. This year, we were committed to bringing you a balanced, sustainable budget that provides the desired services our citizens expect. This budget was developed in partnership with 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 provide by our employees.

The FY 2018 Recommended Budget has been created with the following philosophies in mind:

- Providing high-quality governmental services consistent with citizen expectations
- Constantly seeking opportunities to improve service delivery or increase efficiency through technology, partnerships, or improved processes
- Careful stewardship of city resources, emphasizing affordability and sustainability
- Valuing our employees

The budget decisions outlined in this document influence the fiscal state of the city, the function of its government, and budget considerations for current and future needs. The City's budget, therefore, is the most important working policy and planning tool used by the City Council and staff to provide quality services to the citizens of Twin Falls, as determined by the City Council and for which funds are available.

Budget concepts and funding strategies grew out of many internal conversations, public informational listening sessions and planning meetings. Five primary focus areas were developed. Those areas are:

- Implement 2030 City of Twin Falls Strategic Planning goals and objectives to realize outcomes. Several of the Ongoing and Priority 1 goals and objectives that are expressed in the City of Twin Falls 2030 Strategic Plan receive funding in the FY 2018 Budget. The specific allocations are outlined in subsequent sections of this budget. To ensure that we are incrementally improving each year, we will continue to review and develop performance plans to advance established vision statements. Additionally, we will use the City's 2030 Strategic Plan to build collaborative

partnerships with our public, private and other community partners. Examples include the Economic Development Ready Team, Magic Valley Trail Enhancement Committee (MaVTEC), First Federal, and St. Luke's are just a few examples of the many opportunities that we have to collaborate with our partners to create the ideal community.

- Limit Tax Collections and Rate Increase. During the initial budget development conversations, the members of the City Council said that they wanted the budget to be sensitive towards tax and rate adjustments. This Recommended Budget requires the 3.0% statutorily allowed revenue increase, plus growth. The City Manager's FY 2018 Recommended Budget estimates a 2.5% increase in water rates, a 5.0% increase in sewer rates, and a 2.4% increase in sanitation fees.
- Invest in our employees. Each year, the City of Twin Falls reviews the full compensation (salary and benefits) level of its employees to ensure it is competitive with the market. The Recommended Budget for FY 2018 provides competitive compensation and benefits adjustments as well as advanced training opportunities. It provides an across-the-board adjustment of 3.5% for all employees who meet job performance standards. It also provides funding to adjust the City's salary table by 5%. Both of these requests are consistent with the City's compensation. Moving the compensation table 5% does not constitute a 5% compensation adjustment for all employees. The movement of the market on the compression ratio table will allow the City to address wage compression issues for tenured employees. Employees that are below new market wage for their position will receive the larger increases, while those above the market wage will receive little to no adjustment associated with moving the salary table.

Additionally, the Recommended Budget provides for a 7.9% increase in funding for health insurance benefits. Based on preliminary information received, we believe that we will have to make changes to the current benefit to ensure its long-term sustainability and affordability. A wellness committee has been established to look at options for promoting wellness among our employees.

- Continue to Invest in Our Infrastructure Systems– The recommended budget for FY 2018 provides increased funding for maintenance and planning activities in the City's Street, Water and Waste Water funds.

Streets Fund – The Recommended Budget increases total capital funding in the Street Fund from \$3,313,975 to \$5,077,770, which represents an increase of \$1,763,795 or 53.22%. The FY 2018 total Street Fund allocation is derived from anticipated revenues totaling \$7,105,400, an increase of \$1,809,084 compared to FY 2017. The recommended budget does not rely on the use of cash reserves to support infrastructure projects.

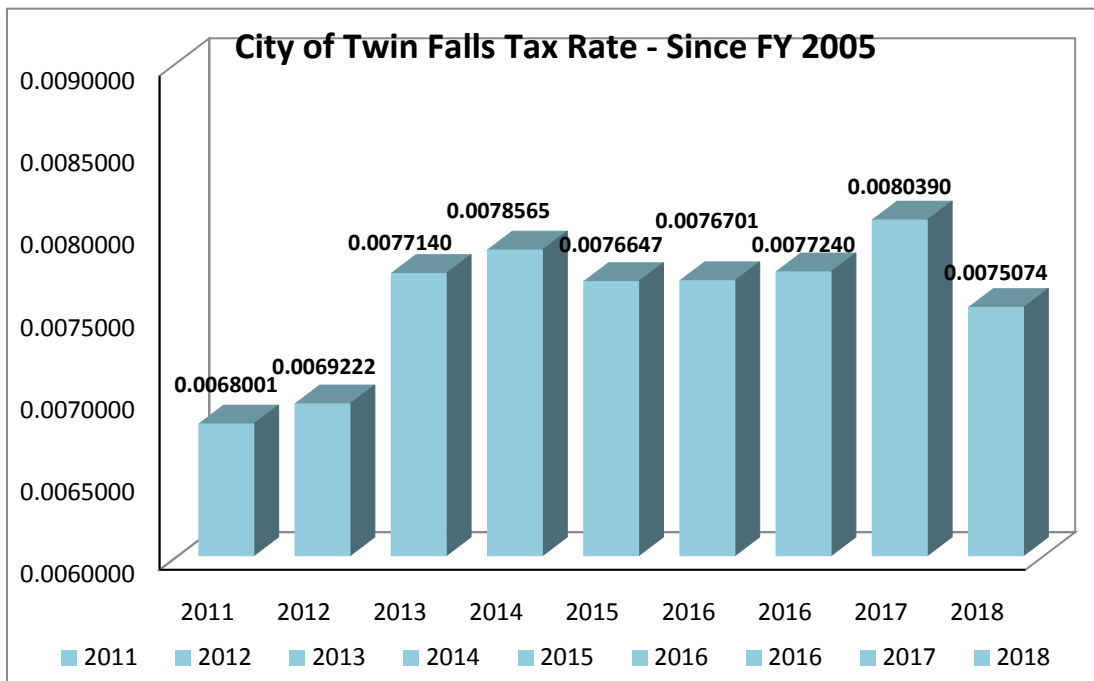
Water Fund – The Recommended Budget recommends increasing the total capital funding in the Water Fund from \$1,299,500 to \$2,829,095, which represents an increase of \$1,529,595 or 117.71%. The FY 2018 allocation is derived from anticipated revenues totaling \$11,893,191, an increase of \$1,709,202 or 16.8% compared to FY 2017.

Waste Water Fund – The Recommended Budget includes total capital funding in the Waste Water Fund from \$685,600 to \$983,625, which represents an increase of \$298,025 or 43.47%. The FY 2018 allocation is derived from anticipated revenues totaling \$10,413,664, an increase of \$1,114,233 or 12% compared to FY 2017.

- Continue to Pursue Innovative Strategies and Find More Effective Outcomes. In our continued pursuit of excellence, we will continue to review our processes beyond the budget conversations. This budget allocates funding to implement the City's new strategic planning objectives, update water and waste water facility master plans, and update development and implement a performance measurement and management system as developed by the International City Management Association's Insights, formally known as the Center for Performance Measurement.

How does the FY 2018 Budget's Tax Rate compare to ones issued in past years?

Cities in Idaho do not have control or determine its community's taxable value. That responsibility is assigned to County Assessor's Office. If the taxable value for FY 2018 remains unchanged, we are projecting the maximum the City's tax rate will be \$7.51 per \$1,000 (0.007507382) in taxable value. The tax rate for FY 2017 was \$8.03/\$1,000 (0.008039014) of taxable value. Below is a graph illustrating the tax rate of that has been issued in each of the past fiscal years.



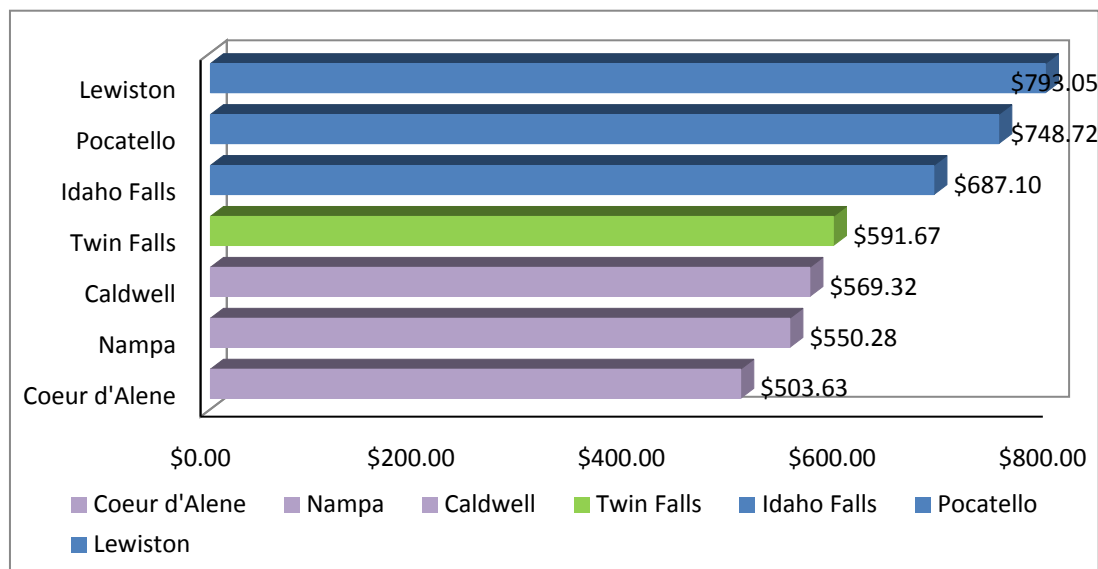
Additional property tax collections and comparison, rate adjustments, expenditures and economic indexes are discussed in great detail in subsequent sections of the City Manager's Recommended Budget Message.

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 below are intended to provide a "ballpark" answer to that question. Although only intended to be a rough illustration, the table and graph below show the amount of property tax paid on a median-valued, owner-occupied home in each of the larger, full-service cities in Idaho.

	Total Taxes	2016 Median Property Value	FY 2016
Coeur d'Alene	\$503.63	\$170,600	0.0059043
Nampa	\$550.28	\$121,900	0.0090285
Caldwell	\$569.32	\$114,600	0.0099358
Twin Falls	\$591.67	\$147,200	0.0080390
Idaho Falls	\$687.10	\$142,400	0.0096503
Pocatello	\$748.72	\$133,700	0.0112000
Lewiston	\$793.05	\$166,700	0.0095147

Note: Idaho's median value of an owner-occupied home for this same period of time was \$162,900 and had a maximum exemption of \$81,450, for a 2013 taxable value of \$88,410.



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. In FY 2018, the Street Fund for the City of Twin Falls will be \$7,105,399 or approximately 18% of the total Government Fund-Type budget. Information used was from the Associated Taxpayers of Idaho's 2014 Levy Book (tax rate) and the US Census Bureau – 2013 Census data (median home value).

General Fund

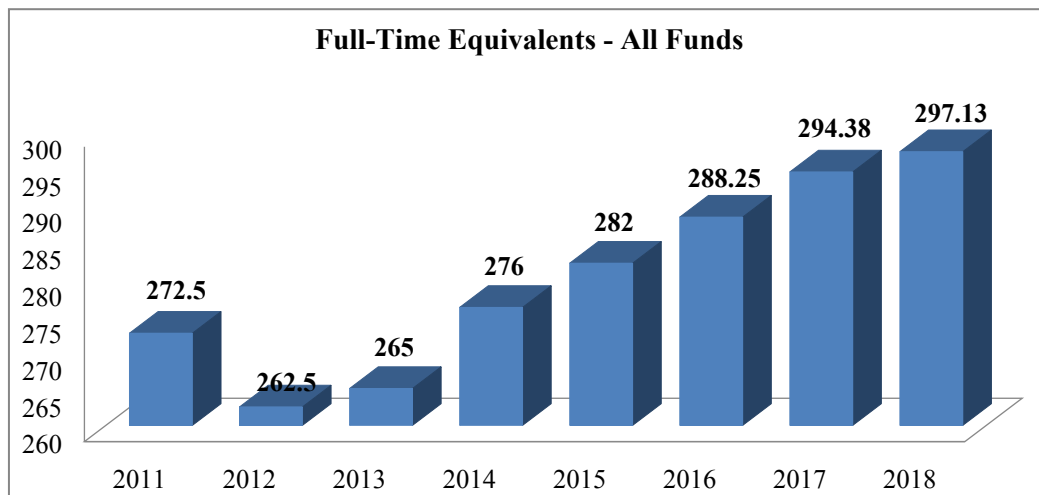
The General Fund is the chief operating fund of the city, and is used to account for all financial resources except those required by Generally Accepted Accounting Principles (GAAP) to be accounted for in another fund. The General Fund supports many departments, programs and contracts, which include City Council, City Manager's Office, Finance, Legal, Planning and Zoning, Economic Development, Human Resources, Information Services, Police Department, Fire Department, Building Inspections, Animal Control, Engineering, and Parks and Recreation. In FY 2018, General Fund revenues are projected to be \$26,507,450 and expenses are projected to be \$26,516,144.

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, the City of Twin Falls has a population of 47,468. 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 70,000. This causes the number of City employees per 1,000 of population to drop to four.

The City of Twin Falls has a total of 294.38 full-time professionals working to deliver services to the citizens of Twin Falls. The FY 2018 City Manager’s Recommended Budget adds an additional 2.75 full-time equivalent (FTE) positions to assist with increase workloads and to meet the service delivery demands of our citizens and partners. The positions are:

- Two positions in the Legal Department: a Paralegal (\$50,183) and a deputy prosecuting attorney (\$52,497) in anticipation of the retirement of the current prosecutor bringing this service “in-house”
- A total of approximately 1.86 FTEs custodial/janitors to be assigned to the new and expanded facilities: City Hall complex, Public Safety Complex and expanded Airport Terminal



A majority of the funding (and in some cases all) for the new positions proposed in the City Manager’s Recommended Budget for FY 2018 are a result of modifying existing contracts for service with external/private partners. If all of the positions are approved, the City of Twin Falls total FTE count would increase to 297.13.

The FY 2018 City Manager’s Recommended Budget includes other expenditures associated with personnel, the FY 2018 Recommended Budget:

- Provides for performance-based adjustment of 3.5% for all employees
- Moves the City’s compensation table (5%)
- Increased funding for health care insurance (7.9%)

Capital Fund and Total Capital Investment

Capital improvements are investments made in our infrastructure. Six of the eight primary focus areas in the City of Twin Falls 2030 Strategic Plan are considered “capital dependent.” Capital financing is necessary for the ongoing development, expansion, maintenance, and repair of these capital assets,

recognizing the critical value of civil infrastructure to the economic, aesthetic, and functional viability of the City.

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 of roadway to maintain.

A small sampling of the capital initiatives that have been funded in this budget include: making improvements to our water, waste water and transportation systems; improving our trail systems; making miscellaneous park improvements; rotating our fleet, vehicles, machinery and equipment; replacing the restrooms at City Park; and becoming more energy-wise through the use of LED lightings systems.

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 and 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 all funds, the FY 2018 budget allocates \$15,807,275 to fund needed, critical and desired capital improvements and community amenities. In FY 2017, the City of Twin Falls budgeted to spend a total of \$12,780,353 in capital improvements. The FY 2018 allocation is an increase of \$3,026,922 or 23.68%.

Water Fund

The Water Fund supports the following water-related activities: water supply, water distribution, pressurized irrigation, and utility billing. To support each of these functions in FY 2018, the City Manager's Recommended Budget calls for total system expenditures in the amount of \$11,893,191, an increase of \$1,709,202, or 16.8%, when compared to the total allocation of \$10,183,989 in FY 2017. The Recommended Budget recommends that the City increase water rates 2.5%. The average water user (18,000 gallons) will see an increase of \$0.96 per month and \$11.52 per year.

Sewer Fund

The Sewer Fund is used to support all waste water services provided by the City of Twin Falls, namely waste water collections and waste water treatment. For FY 2018, the City Manager's Recommended Budgets calls for expenditures totaling \$10,413,664 in this Fund. This represents an increase of \$1,114,233 when compared to FY 2017 Sewer Fund expenditures of \$9,299,431. The Recommended Budget recommends that the City increase sewer rates 5.0%. The average residential customer who sends up to the maximum cap 8,000 gallons will see an increase of \$1.30 per month and \$15.60 per year.

We are monitoring a situation with residential billing that is causing some concern. With residential sewer billing, users are billed based on the amount of water that is used in the home. An assumption is made that most residential water use passes through the home and out into the sewer. This method of estimating sewer usage is preferred to metering actual sewer usage, since installing sewer flow meters to every residential connection in town is cost prohibitive. However, for homes in town that do not have access to pressurized irrigation, during the summer, water is used for irrigation and will not enter

into the sewer system. This increase is easily identified by examining the difference in water usage between the winter and summer months. If a home averages 8,000 gallons of water use in the winter months, then averages 12,000 gallons a month in the summer months, the likely cause is that 4,000 gallons of water a month are being used for irrigation and not entering the sewer system. Since it would be unfair to bill homeowners for water used that does not enter the system, we cap residential sewer billing at 8,000 gallons, even when water usage exceeds that amount.

Anecdotally, we have noticed that it seems like more and more residential water accounts are tending to use more than the 8,000 gallon cap in the winter months, outside the irrigation season. A home that averages 12,000 gallons a month in the winter and 18,000 gallons a month in the summer is likely using 6,000 gallons a month for irrigation and 12,000 gallons a month on household uses that will end up in the sewer system. Yet, that same home will only be billed for 8,000 gallons a month, due to our sewer use cap. Not being billed for usage of the sewer system is just as unfair as being billed for irrigation water use that is not entering the sewer system. We are not prepared to propose an amendment to the sewer billing cap at this time. We would like to analyze this issue more closely in the coming year. It may be that we need to adjust our sewer billing cap to create a more equitable billing situation for those residential users that regularly exceed the current 8,000 gallon cap.

Sanitation

The City's Sanitation Fund supports the City's sanitation and recycling program. The City of Twin Falls is the only City in the Magic Valley to offer its residents a curbside single-stream recycling program. The program was started in 2010. Since the creation of the program, the City has diverted over 14,178 tons of garbage from entering into the regional landfill. Although we have seen a slight decrease in participation, the City's recycling program continues to meet and/or exceed initial expectations. It remains one of the highest rated services offered by the City.

Overall, the City Manager's Recommended Budget increases the cost of sanitation slightly. The monthly bill paid by the City's residential customers will increase from the current rate of \$16.90 per month to \$17.31 per month. This represents a \$.41 per month per customer increase, or a fee increase of 2.4%.

How much more will City Services Cost?

In addition to understanding the levels of services and the amount of improvements programmed in the budget, it is also important that we recognize the impact this proposal has on our citizens and taxpaying shareholders.

The table below illustrates the impact the City Manager's Recommended Budget will have on the taxpayers residing or doing business in Twin Falls. For the average customer, the Recommended Budget has a total impact of \$1.69 per month or \$20.29 per year.

	FY 2017 Adopted Budget	FY 2018 Recommended Budget	Variance
Property Tax	Tax Rate of: \$8.03/\$1,000 tax value	Tax Rate of: \$7.51/\$1,000 tax value	Tax Rate of: \$0.52/\$1,000 tax value
Median Valued Home of an Owner-Occupied Home: \$141,200 in FY 2017 \$147,200 in FY 2018	\$566.92 <i>annual</i>	\$555.17 <i>annual</i>	(\$11.75) <i>annual</i>
Utility Bills			
Average Residential Customer Consumption of:			
<i>Water - 18,000 gallons</i>	\$48.94	\$49.90	\$0.96
<i>Sewer - 8,000 gallons</i>	\$25.97	\$27.27	\$1.30
<i>Sanitation & Recycling</i>	\$16.90	\$17.31	\$0.41
Monthly Total of Property tax and Utility Bills	\$139.05 <i>monthly</i>	\$140.74 <i>monthly</i>	\$1.69 <i>monthly</i>

The annual property tax on a median-value home in Twin Falls may decrease to a maximum of \$11.75 annually or by about \$0.97 per month. However, it is important to note the total taxable value is subject to refinement by the Twin Falls County Assessor's Office and will not be available until after the FY 2018 Budget has been adopted.

The total monthly utility bill for the average resident in Twin Falls is expected to increase. The Recommended Budget requests modest increases to water, sewer and sanitation rates. The global utility bill for the average residential customers is expected to increase by \$2.67 per month or \$32.04 annually.

Incorporation of 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 forgone increase by certifying, in addition to any increase otherwise allowed, an amount not to exceed one hundred percent (100%) of the increase originally forgone."

The City Manager's Recommended Budget for FY 2018 does not rely on any portion of the City's foregone balance to support its operational or capital needs. The City's has had a foregone balance since the adoption of the 2009-2010 fiscal year. Over this time, the City's foregone balance has grown to \$2,186,253. Each year the City elected not to take the statutory allowed increase, the foregone balance has increased. However, we would be remised if we did not share the opportunity cost this decision has had on the organization over time.

Opportunity cost is an economic term that is defined as "...the loss of potential gain from other alternatives when one alternative is chosen." Opportunity costs are referred to as a trade-off, or when an individual or firm forgoes one options for another. As reflected in the table below, the decision to not take the statutorily allowed increases has a total, cumulative opportunity cost of \$13,279,422.

Should the City Council elect to take all, or a portion, of the City's current foregoing balance, we recommend that it be used only for one-time capital projects and not ongoing expenses. We believe the most effective use of the foregone balance would be to place foregone funds into "three pots" as follows:

- 50% should be placed into the Street Fund
- 25% into building community infrastructure (designed to assist the City with future place-making)
- 25% to be used for special projects determined by the City Council on an annual basis.

For every \$500,000 taken, the City would be able to place an additional \$250,000 annually towards advancing transportation system improvements, \$125,000 towards park, trails and other community amenities, and \$125,000 for one-time special projects or to take advantage of unanticipated opportunities or partnerships.

The City Manager's Recommended Budget for FY 2018 relies on a tax rate of \$7.51/\$1,000 of taxable value. The US Census Bureau estimates the median home value in the City of Twin Falls is \$147,900. If the home is owner-occupied, the property owner would pay \$555.17 in City property taxes. In FY 2017, this same home had a median value of \$141,200 and a tax liability of \$566.92, based on a tax rate of \$8.03/\$1,000.

The impact of incorporating the foregone balance into the City's budget does have a direct impact on the City's tax rate and the amount of property tax paid by our residents and businesses. For every \$500,000 of the foregone balance taken, the City's tax rate would grow by an average of \$13.91 annually or by 2.5%. The first \$500,000 of the foregone balance that is incorporated, the City's tax rate for FY 2018 would increase to \$7.70/\$1,000. This would increase the tax liability on the median, owner-occupied home to \$569.08 from \$555.71, which is a variance of \$13.91, or 2.51%. The following table reflects the impact of incorporating the foregone balance and the impact the amount of taxes paid by the owner of a median valued home that is owner-occupied.

Foregone Increment	Property Tax Collections	Tax Rate	Tax Liability	Variance
\$0	\$19,956,721	0.007507381	\$555.17	
\$500,000	\$20,456,721	0.007695473	\$569.08	\$13.91
\$500,000	\$20,956,721	0.007883565	\$582.99	\$27.82
\$500,000	\$21,456,721	0.008071656	\$596.90	\$41.73
\$500,000	\$21,956,721	0.008259748	\$610.81	\$55.64
\$186,253	\$22,142,974	0.008329813	\$615.99	\$60.82

The decision to incorporate all, or a portion, of the City's foregone balance remains with the City Council. The decisions to incorporate, or not to incorporate, this funding stream into the budget is not without costs, whether it be direct costs or opportunity costs. In either case, the members of the City's team stand ready to assist the members of the City Council should it collectively choose to do so.