



Twin Falls City Council Agenda

Monday, April 6, 2020, 5:00 PM

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

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

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) PROCLAMATIONS: None
- 4) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve the Accounts Payable for March 12 thru 25, 2020.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve the Wells Fargo Credit Commercial Card for February 2020
By: Amy Luna , Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to approve the March 23, 2020, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - d) **ACTION ITEM:** Request to approve the March 16, 2020, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - e) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing Scenic West Townhomes (A portion of Perrine Point Subdivision).
By: Mark Holtzen, City Engineer
- 5) ITEMS OF CONSIDERATION
 - a) **PRESENTATION:** Presentation by Joshua W. Kern M.D., Vice President of Medical Affairs, St. Luke's Health System.
By: Travis Rothweiler, City Manager
 - b) **ACTION ITEM:** Consideration of an Ordinance of the City of Twin Falls, creating a new Chapter 5 to Title 1, Twin Falls City Code, entitled "Emergency Powers."
By: Travis Rothweiler, City Manager
 - c) **ACTION ITEM:** Request to accept right of way in lieu of sidewalk improvements.
By: Lee Glaesemann, Staff Engineer

- d) **ACTION ITEM:** Request to award the 2020 Locust Street Sidewalk Project to JS Custom Crete, Inc. of Twin Falls.
By: Lee Glaesemann, Staff Engineer
- e) **ACTION ITEM:** Request to approve the Memorandum of Agreement with SIWQC and the Twin Falls Canal Company.
By: Jason Brown, Environmental Coordinator
- f) **ACTION ITEM:** Request to approve an Agreement for Engineering Services with J-U-B Engineers for the 2020 FAA Airport Pavement Fog Seal Project.
By: William Carberry, Airport Manager
- g) **ACTION ITEM:** Request to Award a Bid to Straight Stripe Painting Inc. for the FAA Airport Fog Seal Project for \$667,882.25.
By: William Carberry, Airport Manager
- h) **PRESENTATION:** Presentation of the 2019 Annual Report of the Urban Renewal Agency.
By: Nathan Murray, Executive Director
- i) **ACTION ITEM:** Request to purchase a CXT Precast Concrete Restroom for \$144,470 using a Cooperative Purchasing Agreement with Sourcewell.
By: Wendy Davis, Parks and Recreation Director
- j) **ACTION ITEM:** Request for council to reconsider the action taken February 24, 2020 to award a bid to Hayes construction for the City Park Restroom Project, and reject all bids.
By: Wendy Davis, Parks & Recreation Director
- k) **ACTION ITEM:** Request to consider and act on a resolution declaring the City's intent to dispose of real property and setting a date for a public hearing.
By: Mitch Humble, Deputy City Manager
- 6) **GENERAL PUBLIC INPUT:** To provide public input to the City Council please send to: Citizeninput@tfid.org
- 7) **PUBLIC HEARINGS:** None
- 8) **ADVISORY BOARD REPORT/ANNOUNCEMENTS**
- 9) **ADJOURNMENT**
 - a) **REQUEST TO ADJOURN TO:** **Executive Session 74-206(1) (b)** To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student; and, **Executive Session 74-206(c)** To acquire an interest in real property which is not owned by a public agency.

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

Public Input Procedures

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

Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor or Chairman shall review the public hearing procedures.
2. Individuals wishing to testify or speak before the City Council or Planning & Zoning Commission shall wait to be recognized by the Mayor or Chairman, approach the microphone/podium, state their name, and then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the staff. The staff shall make an audio recording of the Public Hearing.
3. A City Staff Report shall summarize the application and history of the request.
4. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
 - A complete explanation and description of the request.
 - Why the request is being made.
 - Location of the Property.
 - Impacts on the surrounding properties and efforts to mitigate those impacts.
5. Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor or Chairman.
6. The City Council or Planning & Zoning Commission may ask questions of staff or the applicant pertaining to the request.
7. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor or Chairman may limit public testimony to no less than two (2) minutes per person.
 - Individuals are not permitted to give their time to other speakers.
 - However, five (5) or more individuals that received written notice of the public hearing may appoint, by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the Mayor or Chairman. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, received by 12:00 p.m. on the date of the hearing shall be either read into the record or displayed to the public on the overhead projector.
8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. Responses shall be limited to answering the questions asked. The Mayor or Chairman may limit the time permitted for the answer.
10. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning & Zoning Commission shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.

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



Twin Falls City Council Minutes

Monday, March 23, 2020, 10:00 AM

203 Main Avenue East
Twin Falls, ID 83301
COUNCIL CHAMBERS

SPECIAL MEETING

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Suzanne Hawkins (Phone), Vice Mayor Ruth Pierce, Council Member Shawn Barigar (Phone), Craig Hawkins, Greg Lanting (Phone), Christopher Reid & Nikki Boyd(Phone).

Absent:

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Mitch Humble, City Attorney Shayne Nope, CFO Lorie Race, Police Chief Craig Kingsbury, Fire Chief Les Kingsbury, Public Works Director Jon Caton, Code Enforcement Coordinator Sean Standley, City Engineer Mark Holtzen, Public Information Officer Josh Palmer, Human Resources Director Gretchen Scott, Help Desk Technician Kim Hafer, Finance Administrative Assistant Amy Luna.

Mayor Hawkins called the meeting to order at 10:06 AM. A quorum was present.

2) PLEDGE OF ALLEGIANCE

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

3) ITEMS OF CONSIDERATION

- a) Declaration of State of Emergency for the City of Twin Falls in response to the COVID-19 Pandemic.

City Manager Rothweiler requested the approval of the Declaration of State of Emergency for the City of Twin Falls in response to the COVID-19 Pandemic.

Discussion ensued on the following:

Mayor Hawkins: How long, and how would it work, should we go forward with an Ordinance?

City Attorney Nope: Explained the time frame information on an Ordinance and how it would become effective.

Vice Mayor Pierce: The Governor has a press conference today at 4:00 pm.

Council Member Reid: What would the Ordinance look like? How would it affect the surrounding areas?

City Manager Rothweiler announced a "Soft Closure" of all City facilities effective at noon on March 23, 2020.

Council Member Reid: Commented on the seriousness of this issue and encouraged all to follow the recommendation of our elected officials.

Council Member Hawkins: Thanked the staff for all their work and continued efforts on this issue.

Mayor Hawkins: Spoke about the response of our citizens and thanked them for their efforts. Thanked the staff for their efforts.

Council Member Barigar: Wanted to echo the comments of the other Council Members. Spoke in favor of this declaration.

Council Member Boyd: Spoke in favor of this declaration.

Council Member Hawkins: Spoke on the grocery situation and asked all citizens to not hoard and to be aware of others' needs as well as our own.

Vice Mayor Pierce: Spoke in favor of the ordinance and the need to be responsible to the citizens and the community. The sooner that we get this under control the sooner that we can get back to our normal lives.

MOTION: **Council Member Reid** moved to approve the Declaration of State of Emergency for the City of Twin Falls in response to the COVID-19 Pandemic. **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

Vice Mayor Pierce: Encouraged the citizens to contact the council members should they have any concerns or comments. All email addresses and phone numbers are on the City's Website. (tfid.org)

Council Member Reid: Would like to see the Ordinance go forward. Encouraged the citizens of Twin Falls to reach out to the Council if they need something.

Mayor Hawkins: Spoke in favor of the Ordinance.

Council Member Barigar: Spoke in favor of the Ordinance.

Council Member Boyd: Spoke in favor of the Ordinance.

Council Member Lanting: Spoke in favor of the Ordinance. Urged the community to think local going forward.

Council Member Hawkins: Spoke in favor of the Ordinance. Can we glean information from other Cities that are going through this?

Vice Mayor Pierce: Spoke in favor of the Ordinance.

Council Member Reid: Explained that the SBA disaster assistant is now available to help small businesses and to reach out to your bankers for assistance.

City Manager Rothweiler: Explained that the City's Economic Development Director Nathan Murray has information to help the small businesses as well as Steven Cook with Region 4 Development Corporation.

Mayor Hawkins: Explained that the Red Cross is suffering from a blood shortage, if you can donate, please do so.

4) ADJOURNMENT

The meeting adjourned at 10:49 AM

Amy Luna, Finance Administrative Assistant



Twin Falls City Council Minutes

Monday, March 16, 2020, 5:00 PM

Council Chambers

203 Main Avenue East- Twin Falls, Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Suzanne Hawkins, Vice Mayor Ruth Pierce, Council Member Shawn Barigar, Craig Hawkins (by Phone), Greg Lanting, Christopher Reid & Nikki Boyd.

Absent:

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble, City Attorney Shayne Nope, Chief Financial Officer Lorie Race, Planning & Zoning Director Jonathan Spendlove, Fire Chief Les Kenworthy, Police Chief Kingsbery, Help Desk Technician Kim Hafer, Finance Administrative Assistant Amy Luna.

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

2) PLEDGE OF ALLEGIANCE

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

3) PROCLAMATIONS

a) **PRESENTATION:** Twin Falls Optimist Club, 50 Years of Service - Dawn Soto

Mayor Hawkins read the Twin Falls Optimist Club, 50 Years of Service Proclamation and presented it to Dawn Soto.

4) CONSENT CALENDAR

Mayor Hawkins ask to have Item (a) voted on separately.

Council Member Barigar asked about the special events items on the agenda and if they would be cancelled/postponed if things change in our current environment.

MOTION: Council Member Reid moved to approve the Consent Calendar items (b-f) as presented. **Council Member Barigar** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0

MOTION: Council Member Boyd moved to approve the Consent Calendar items (a) as presented. Vice Mayor Pierce seconded the motion. Roll call vote showed all members present voted in favor of the motion. 5 to 0 with Mayor Hawkins and Council Member Hawkins abstaining.

- a) **ACTION ITEM:** Request to approve the March 09, 2020, City Council Minutes.
- b) **ACTION ITEM:** Request to approve the Accounts Payable for March 5-11, 2020.
- c) **ACTION ITEM:** Request to approve the Findings of Fact and Conclusions of Law: Twin Falls County Zoning District Change & Zoning Development Agreement Riverhawk Plaza Condominiums Final Plat

- c) **ACTION ITEM:** Request to hold The Church Easter Service in the City Park.
- d) **ACTION ITEM:** Request to approve the Child Abuse Prevention Rally.
- e) **ACTION ITEM:** Request to approve the 6th Annual Cycle Magic Valley event.

5) **ITEMS OF CONSIDERATION**

- a) **PRESENTATION:** Presentation of a Certificate of Appreciation to Ryan Higley for serving on the Twin Falls Planning & Zoning Commission.

Deputy City Manager Humble made a presentation of a Certificate of Appreciation to Ryan Higley for serving on the Twin Falls Planning & Zoning Commission.

Mayor Hawkins thanked Mr. Higley for his service.

- b) **ACTION ITEM:** Presentation of the All Hazard Mitigation Plan (Tool Kit) and request to authorize the Mayor to sign the Notice of Endorsement and Participation in the Twin Falls County Hazard Mitigation Plan.

Jackie Frey, Twin Falls County Office of Emergency Management, made a presentation of the All Hazard Mitigation Plan (Tool Kit) and request to authorize the Mayor to sign the Notice of Endorsement and Participation in the Twin Falls County Hazard Mitigation Plan.

Discussion ensued on the following:

Council Member Pierce: Were there any major changes from the previous plan? Did they add additional categories?

Mayor Hawkins: Thanked Mrs. Frey for her hard work.

MOTION: Vice Mayor Pierce moved to approve the request to authorize the Mayor to sign the Notice of Endorsement and Participation in the Twin Falls County Hazard Mitigation Plan. **Council Member Reid** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- c) **ACTION ITEM:** Request to approve lease agreement for an aerial platform in the Fire Department.

Fire Chief Kenworthy & CFO Race made a request to approve the lease agreement for an aerial platform in the Fire Department.

Cost of Apparatus: \$1,330,546.00 with a 1.1% discount (almost \$15,000.00) = \$1,315,000.00
Interest Rate: 2.12% for a 10 year note from Zions Bank
First Payment is due February 1, 2021 in the amount of just over \$147,000.00 which will be included in the annual budget.

Discussion ensued on the following:

Council Member Pierce: The lease that is attached has a few different terms, can you explain?

City Manager Rothweiler: Explained the plan for the lease. Recommended using cash reserves to pay off the lease early.

Council Member Lanting: What are the plans for the old truck?

Council Member Barigar: What is the timeline to have this vehicle available?

Mayor Hawkins: Where is the truck located?

MOTION: Council Member Reid moved to approve the request to approve the lease agreement for an aerial platform in the Fire Department in the amount of \$1,315,000.00 through Zions Bank, and use cash reserves to pay off the lease early. **Council Member Barigar** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

6) **GENERAL PUBLIC INPUT** None

7) **ADVISORY BOARD REPORT/ANNOUNCEMENTS**

Vice Mayor Pierce spoke on the Meals on Wheels program put on by the Senior Center and that they are looking for driver.

Mayor Hawkins spoke on the pandemic that we are dealing with it and thanked all for their service.

City Manager Rothweiler shared information with the council and answered questions related to the pandemic.

City Council Meeting for March 23, 2020 will be cancelled.

Library will be closed for the next two weeks.

Council Member Lanting: Would it make a difference if we declared a state of emergency?

City Attorney Nope: Spoke on the state of emergency issue.

City Manager Rothweiler: Spoke on the state of emergency process.

Mayor Hawkins: Asked City Manager Rothweiler to comment on the authority of the City in this time of concern.

Vice Mayor Pierce: Asked about other meetings that are scheduled this week.

Council Member Barigar: Spoke on ALL the information that is coming in and to use discretion on where you are getting this information.

8) **PUBLIC HEARINGS**

- a) **ACTION ITEM:** Request for a Zoning Title Amendment to repeal and replace City Code 10-8-4, 10-8-5, and 10-17-3 Administration and Enforcement Regulations c/o City of Twin Falls Planning and Zoning Department (PZ20-0002). On February 11, 2020, Planning and Zoning recommended approval to City Council by a vote of 5-0.

Deputy City Manager Humble presented a request for a Zoning Title Amendment to repeal and replace City Code 10-8-4, 10-8-5, and 10-17-3 Administration and Enforcement Regulations c/o City of Twin Falls Planning and Zoning Department (PZ20-0002).

Discussion ensued on the following: None

Public Hearing Opened: 6:10

Public Hearing Closed: 6:11

MOTION: Council Member Boyd moved to approve the request for a Zoning Title Amendment to repeal and replace City Code 10-8-4, 10-8-5 and 10-17-3 Administration and Enforcement Regulations c/o City of Twin Falls Planning and Zoning Department (PZ200002). **Vice Mayor Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

MOTION: Council Member Lanting made a motion to suspend the rules and place Ordinance 2020-006 on third and final reading by title only under suspension of the rules. **Council Member Barigar** seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

Deputy City Manager Humble Read Ordinance 2020-006 by title only.

MOTION: Council Member Reid moved to approve Ordinance 2020-006 as presented. **Vice Mayor Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0

- 9) ADJOURNMENT
The meeting adjourned at 06:14 PM

Amy Luna, Administrative Assistant Finance



Date: Monday, April 6, 2020
To: Honorable Mayor and City Council
From: Mark Holtzen, City Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to accept the Improvement Agreement for the purpose of developing Scenic West Townhomes (A portion of Perrine Point Subdivision).

Time Estimate:

N/A

Background:

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

Approval Process:

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

Budget Impact:

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

Regulatory Impact:

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

History:

N/A

Analysis:

N/A

Conclusion:

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

Attachments:

1. Scenic West Townhomes - Improvement Agreement

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this ____ day of ____, 20____, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and TWIN FALLS GOLDEN EAGLE LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development SCENIC WEST TOWNHOMES.

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: CONSTRUCTION OF RESIDENTIAL DWELLINGS.

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

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

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

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

W I T N E S S E T H

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

I.

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

II.

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

a. Surety Bond

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

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

III.

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

- a. Prepare a master utility plan showing the location of all existing and proposed utility lines to include but not be limited to sewer, water, gas, electricity, telephone, irrigation, pressure irrigation, and storm sewer.
- b. Prepare detailed plans and specifications for construction of all improvements required by this Agreement and shall include but not be limited to a complete set of construction plans, including profiles, cross-sections, specifications and other supporting data, for all required public streets, utilities and other facilities. Such construction plans shall be based on preliminary plans which have been approved with the preliminary plat and shall be prepared in conjunction with the final plat. Construction plans are subject to approval by the responsible public agencies. All construction plans shall be prepared in accordance with the public agencies' standards and specifications. If improvements are not completed within two (2) years, the Developer shall provide an updated, current version of the updated plans and specifications to current city standards. The Developer may request an extension of the approvals previously given for another two (2) years.
- c. Engineer of record shall notify the City in writing of schedule before construction begins.
- d. Perform construction surveying, staking, testing, inspection and administer the construction of all facilities required by this contract.
- e. Submit all test reports, inspection reports, change orders and construction diaries to the City Engineer monthly during the construction of the development or subdivision.
- f. Prepare and submit an updated copy of the enclosed development and subdivision checklist to the City Engineer monthly during the construction of the development or subdivision, and also upon completion of the project.
- g. Submit to the City Engineer the final plans, and master utility plan for the City records showing any approved changes to the original plans and specifications. A permanent drawing in ink on approved Mylar sheets and an electronic media copy of the plans in current ACAD using City standard format shall be provided within thirty (30) days after completion of the project.

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

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

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

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

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

IV.

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

V.

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

VI.

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

VIII.

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

IX.

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

X

Developer agrees to request in writing that the Developer's Engineers make the inspections required herein and the Developer or his Contractors shall not proceed with the next construction phase until the required inspection is complete and the work has been accepted by the Developer's Engineer, the City Engineer or the Engineer's authorized inspector. All such inspections shall be scheduled in accordance with Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications. Developer agrees to pay all costs resulting from: 1) his failure to properly schedule and request a required test or inspection or 2) proceeding with work before receiving approval to proceed. Developer agrees to remove or correct any rejected, unapproved or defective work or materials as required by the Developer's Engineer or the City Engineer. Any such defective work whether the result of poor workmanship, use of defective

materials, damage through carelessness or any other cause, shall be removed within ten (10) days after written notice is given by the Developer's Engineer or the City Engineer, and the work shall be re-executed by the Contractor at his expense. The fact that either Engineer may have previously overlooked such defective work or materials shall not be a basis for acceptance of any part of it.

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

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

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

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

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

XI.

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

PUBLIC WAYS

(a) Required Improvements

- (1) Curb, gutter and sidewalk on all public street rights-of-way, as shown on the approved improvement drawings.
- (2) A standard residential street thirty three feet (33') wide with an eight inch (8") gravel course and two and a half inch (2.5") asphaltic concrete surface course on all public street rights-of-way serving residential use property, or as shown on the approved improvement drawings.

- (3) Residential, private streets, and service roads, private parking and maneuvering will be equal to or greater than the residential street sections as specified in the City of Twin Falls revisions to ISPWC, or as shown on the approved improvement drawings.
- (4) A standard collector street forty-eight feet (48'), wide per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings, serving commercial use property or as a public collector street. Whenever a public street serves an industrial use property the City Engineer will determine the appropriate structural section.
- (5) Arterial typical sections for public streets will be designed by the developer's Engineer and approved by the City Engineer.
- (6) A sidewalk, per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings, is required on all public pedestrian rights-of-way. Four foot (4') sidewalks, by special permission of the City Engineer, are allowed by ISPWC and the City of Twin Falls Revisions to the Specifications and Standard Drawings for minor residential streets under certain conditions.
- (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A portion of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to arterial and collector streets as Right-of-Way. Within that Right-of-Way the developer shall install a five feet (5') landscape strip with a sprinkler system to the City of Twin Falls Parks and Recreation standards and shall also install a six foot (6') sidewalk. The landscaping will be maintained by the city and funded through a fee added to the utility bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. TFCC §10-12-4.2(O).
- (8) Street signs and traffic control devices on all public streets.
- (9) Street lights as determined by City policy for street light installation, or as shown on the approved development drawings.

(b) City Costs

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

(c) Required Inspections and Testing

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

WATER SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-8-3, 7-8-10 and 10-12-4.2 water line and fittings eight inch (8") minimum diameter that will transport a flow of water, which will satisfy fire, domestic, other water demands of the development, based upon the City water pipe sizing plan and computer water model. Water line extension shall include connection from the existing City Water System to each building site and fire hydrants and then loop back to the City System in a manner that will provide a properly functioning system approved by the City Engineer, Water Superintendent and Fire Chief. If the development is to be constructed in phases, the water system shall be looped back to the City system during the first phase. Any water main connections closer than 150' to each other will not be considered looped without prior City approval. No dead-end lines will be allowed during any phase of the project.
- (2) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City water distribution network in accordance with existing sizing guidelines and as shown on the approved improvement drawings.
- (3) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users or creating a critical situation in the suppression of fires.

- (4) Fire hydrant connections and fire hydrants spacing shall comply with the minimum standards set by the Fire Rating Bureau, American Water Works Association, and the International Fire Code. The maximum length of dead end fire lines shall be one hundred and fifty feet (150'). Fire hydrants are required in all developments.
- (5) One water service line shall be constructed to each individual residential unit at the time the water mains are installed. The design shall minimize the length of the service line and shall terminate at the Right-of-Way. Service taps are not allowed in intersections.

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

All new water service lines made from new water mains to serve any new development will be the responsibility of the Developer. The developer shall complete all work except when connecting to a live waterline. The City will make the necessary main line taps after payment of the required water connection permit fees.
- (6) One water service line tap, meter box, and service line shall be constructed for each individual residential unit connected to the City water system. Multi-units less than three may be approved for additional service lines. It is understood and agreed that the City will make all service line taps on live lines, and that the fee paid by the developer for a Water Connection Permit will reimburse the City for such work. All other work to be completed by the Developer.
- (7) It is further understood and agreed that the City will make all connections to the existing water system. The developer will disinfect the water system and submit testing results to the City prior to making the system live.
- (8) All water valves shall be provided with a gravel access 12" thick where no public roadway currently exists.

(b) City Costs

- (1) None.

(c) Required Inspections

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

WASTE WATER COLLECTION SYSTEM(a) Required Improvements

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

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

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

STORM DRAINAGE SYSTEM(a) Required Improvements

- (1) Any valley-gutters, ditching, grading or other surface drainage facilities necessary to convey any storm run-off originating from or traversing across

the proposed development over the land surface to a point of retention, detention or discharge approved by the City Engineer.

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

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

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

PRESSURE IRRIGATION SYSTEM

(a) Required Improvements

- (1) Pursuant to Section 7-8-3 of the City Code, the use of the City's potable water supply as the primary source of irrigation water in all new developments shall be prohibited. For purposes of this subsection, the term "new development" means any new subdivision or ZDA, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or ZDA. One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be transferred to the City of Twin Falls before the filing of the final plat for use in the City's pressurized irrigation system.

- (2) Pressure irrigation water mains and fittings shall be six inch (6") minimum diameter or larger irrigation pipe that will transport a flow of water, which will satisfy all irrigation water demands of the development, based upon the computer irrigation water model that the developer's engineer has prepared or found in the current Pressurized Irrigation master plan as shown on the approved improvement drawings.
- (3) Pressure irrigation lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City Pressure Irrigation water distribution network in accordance with existing sizing guidelines as shown on the approved improvement drawings.
- (4) Pressurized irrigation valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users. One pressure irrigation water service line shall be constructed to each subdivision lot site at the time the pressure irrigation water lines are installed. The design shall minimize the length of the service line and shall terminate at the Right-of-Way. Service taps will not be allowed in intersection. One Pressure irrigation water service line tap, irrigation box, and service line shall be constructed for each subdivision lot connected to the City pressure irrigation water system.
- (5) The Developer shall be responsible for all costs incurred in designing and installing the pressure irrigation station. This includes the land, pumps, motors, filters, enclosures, delivery system to the station from the TFCC head gate and away from the station on the historical path.
- (6) All pressure irrigation system plans must be prepared by the Developer's engineer and shall be according to the Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings.

- (7) The Pressure Irrigation System shall be located within easements, right-of-ways and/or property deeded to the City of Twin Falls.
- (8) Private Pressure Irrigation Systems shall be located outside City Right-of-Way and within easements. No Public infrastructure will be associated with a private Pressure Irrigation System.
- (b) City Cost.
 - (1) None
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto.

SPECIAL FEATURES

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

a) Required Improvements

All private streets as shown on the development plans will be owned and maintained by the property owner. All public utilities as shown on the development are to remain public.

b) City Costs

- (1) None.

XIII.

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

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

XIV.

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

XV.

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

Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk_____
Mayor

Developer

Twin Falls Golden Eagle LLC

CKL manager

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 27 day of FEB., 2020, before me, the undersigned, a Notary Public for Idaho, personally appeared Cal Kunkel, known to me to be the persons whose names are subscribed to the within instrument on behalf of said LLC 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.

Barry W. Bame
Notary Public for Idaho
Residing Buena Vista County, ID



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:

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

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer
Twin Falls Golden Eagle LLC

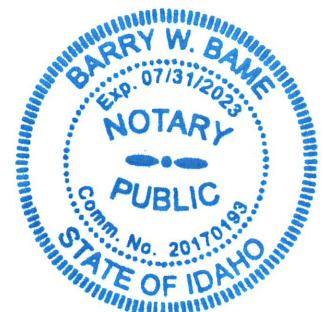
CKL manager

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 27 day of FEB., 2020, before me, the undersigned, a Notary Public for Idaho, personally appeared CAL KUNKEL, known to me to be the persons whose names are subscribed to the within instrument on behalf of said LLC 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.

Barry W. Bame
Notary Public for Idaho
Residing Bingham County, ID





Date: Monday, April 6, 2020
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

Request:

ACTION ITEM: Consideration of an Ordinance of the City of Twin Falls, creating a new Chapter 5 to Title 1, Twin Falls City Code, entitled "Emergency Powers."

Time Estimate:

This item is scheduled to take 20 minutes, plus time for questions and answers.

Background:

Here is a timeline of the events that have helped influence the development of this Ordinance.

- March 11, 2020, the World Health Organization declared the worldwide outbreak of COVID-19 (aka coronavirus) a pandemic.
- March 13, 2020, the President of the United States Donald J. Trump issued an emergency declaration for the country in response to the increasing number of COVID-19 cases within the U.S. Idaho Governor Brad Little signed a declaration of emergency for the State of Idaho in response to concerns that cases of COVID-19 are imminent in Idaho.
- March 23, 2020, the City of Twin Falls approved a city emergency declaration in response to concerns that cases of COVID-19 are present or imminently likely to be present in Twin Falls. At this meeting, the members of the Twin Falls City Council asked the City Attorney and City Manager to draft an ordinance that allows for the City Council to take the steps that are described in Idaho Code Sections 50-304, 50-811, and 50-606 and may be necessary to limit "Community Spread" of COVID-19.
- March 25, 2020, Idaho Governor Brad Little signed a declaration of extreme emergency for the State of Idaho ordering all individuals in Idaho to self-isolate at their place of residence for a period of 21-days.
- March 31, 2020, President of the United States Donald J. Trump's asked all Americans to abide by the administration's extended social distancing guidelines to slow the spread and warned of the possibility of tens of thousands of virus-related deaths. Without any measures in place, the projections on COVID-19 related deaths jumps to 1.5 and 2.2 million individuals living in the United States.

The following Idaho Code Sections are relevant to this issue.

Idaho Code Section 50-304, the City state, "*Cities may establish a board of health and prescribe its powers and duties; pass all ordinances and make all regulations necessary to preserve the public health; prevent the introduction of contagious diseases into the city; make quarantine laws for that purpose and enforce the same within five (5) miles of the city.*"

Idaho Code section 50-811 describes the role, powers and authority of the City Manager. Idaho Code 50-811 (10), states, "*Possess such powers as are vested in the mayor as provided in section 50-606.*"

Idaho Code section 50-606 states, *“The (City Manager) shall have such jurisdiction as may be vested in him by ordinance over all places within five (5) miles of the corporate limits of the city, for the enforcement of any health or quarantine ordinance and regulation thereof, and shall have jurisdiction in all matters vested in him by ordinance, except taxation, within one (1) mile of the corporate limits of said city and over such properties as may be owned by the city without the corporate limits.”*

The attached ordinance is designed to provide the City Manager and the City Council with the tools necessary to preserve the health and safety of the public in an emergency or crisis.

The Ordinance provides the City Manager and the City Council, in consultation with local, regional, statewide, or nationwide public health authorities, to take steps necessary to protect the residents’ health and safety.

It is a measured approach that allows for the City Manager in partnership with the City Council to have the tools necessary to preserve and protect life.

The ordinance allows the City Manager to issue an advisory order if a public health emergency is foreseeable or imminent. The advisory order is designed to provide information and recommended guidelines for preventing, detecting, and/or mitigating the onset or spread of a public health hazard.

The ordinance allows for the City Manager to recommend to the City Council a social distancing order when a public health emergency is imminent. Before a social distancing order can become effective, the Ordinance requires a majority approval of the City Council.

The ordinance allows for the City Manager to recommend to the City Council an isolation order and/or a quarantine order in the event that a public health emergency is present and poses a clear threat of harm to the public health. Evoking an isolation order requires a super-majority approval of the City Council before it can take effect. A super-majority has been defined as a two-thirds (2/3) vote of the governing body, or five of the seven members.

Approval Process:

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

Regulatory Impact:

Idaho Code Sections 50-304, 50-811, and 50-606 as referenced above.

Before the Ordinance can take effect, it must be published.

Conclusion:

Staff recommends that the City Council discuss and provide additional feedback.

Attachments:

Ordinance

ORDINANCE NO. 2020-____

AN ORDINANCE ENACTING A NEW CHAPTER 5 TO TITLE 1, TWIN FALLS CITY CODE, ENTITLED EMERGENCY POWERS; SETTING FORTH THE AUTHORITY, PURPOSE AND INTENT; DEFINITIONS; PUBLIC HEALTH EMERGENCY ORDERS; PROCESS FOR ENACTING PUBLIC HEALTH EMERGENCY ORDERS; SUSPENSION OF SERVICES; PENALTY; ADOPTING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 11, 2020, the World Health Organization declared the worldwide outbreak of COVID-19 (aka coronavirus) a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States issued an emergency declaration for the country in response to the increasing number of COVID-19 cases within the U.S.; and

WHEREAS, on March 13, 2020, Idaho Governor Brad Little signed a declaration of emergency for the State of Idaho in response to concerns that cases of COVID-19 are imminent in Idaho; and

WHEREAS, on March 23, 2020, the City of Twin Falls unanimously approved a city emergency declaration in response to concerns that cases of COVID-19 are present or imminently likely to be present in Twin Falls; and

WHEREAS, on March 25, 2020, Idaho Governor Brad Little signed a declaration of extreme emergency for the State of Idaho ordering all individuals in Idaho to self-isolate at their place of residence for a period of 21-days; and

WHEREAS, under Idaho Code section 50-304, the City Manager is authorized to pass all ordinances and make all regulations necessary to preserve the public health, prevent the introduction of contagious diseases into the city, and to make quarantine laws for that purpose and enforce the same within five (5) miles of Twin Falls city limits, any health or quarantine ordinance and regulation thereof; and

WHEREAS, under Idaho Code section 50-811(10) referencing Idaho Code section 50-606, the City Manager shall have such jurisdiction as may be vested in him by ordinance over all places within five (5) miles of the corporate limits of the city, for the enforcement of any health or quarantine ordinance and regulation thereof; and

WHEREAS, in order to effectively preserve the health and safety of the public, the City Manager is granted the emergency powers contained within this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY MANAGER AND COUNCIL OF THE CITY OF TWIN FALLS, IDAHO:

Section 1. That Title 1, Chapter 5, Twin Falls City Code, be and the same is enacted to read as follows:

CHAPTER 5

EMERGENCY POWERS

Sections:

- 1-5-01 LEGAL AUTHORITY**
- 1-5-02 PURPOSE AND INTENT**
- 1-5-03 SCOPE**
- 1-5-04 DEFINITIONS**
- 1-5-05 PUBLIC HEALTH EMERGENCY ORDERS**
- 1-5-06 PROCESS FOR ENACTING PUBLIC HEALTH EMERGENCY ORDERS**
- 1-5-07 EXCLUSIONS**
- 1-5-08 SUSPENSION OF SERVICES**
- 1-5-09 FORCE MAJEURE**
- 1-5-10 PENALTY**

Section 1-5-1 LEGAL AUTHORITY:

Idaho Code sections 50-304, 50-811(10), and 50-606 authorize the City of Twin Falls (“City”) to pass ordinances granting certain powers to the City Manager related to public health emergencies.

Section 1-5-2 PURPOSE AND INTENT:

The City finds that the preservation of public health, safety, and welfare may require immediate action by the City in response to emergency situations. Therefore, the City hereby authorizes the City Manager certain powers for immediate response to foreseeable, imminent, or present public health emergencies.

Section 1-5-3 SCOPE:

This chapter sets forth the procedures for activating the emergency powers of the City Manager and the specific powers of the City Manager during a public health emergency.

Section 1-5-4 DEFINITIONS:

For the purposes of this Chapter, the following terms, phrases, words, and derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory. Words used throughout this Chapter, but not defined herein, shall have their plain, ordinary and common meaning. Words in any gender shall apply to the feminine, masculine, and neuter genders.

- A. **PUBLIC HEALTH EMERGENCY:** The foreseeable, imminent, or present threat of any pathogen, agent, vector, or environmental condition, including hazardous materials, which does or may cause illness or injury to humans.
- B. **PUBLIC HEALTH EMERGENCY ORDER:** An advisory, social distancing, isolation, or quarantine order enacted by the City Manager.
- C. **ISOLATION:** The separation of infected persons, or of persons suspected to be infected, from other persons to such places, under such conditions, and for such time as will prevent transmission of the infectious agent.
- D. **QUARANTINE:** The restriction placed on the entrance to and exit from the place of premises where an infectious agent or hazardous material exists.
- E. **SOCIAL DISTANCING:** Actions taken to maintain distance from other people, including avoiding or canceling congregate settings and mass gatherings.

Section 1-5-5 PUBLIC HEALTH EMERGENCY ORDERS:

The City Manager, being duly authorized by Idaho Code sections 50-304, 50-811(10), and 50-606, may issue the following orders, as deemed appropriate by the City Manager following consultation with or review of information issued by local, regional, statewide, or nationwide public health authorities.

- A. **Advisory Order.** Where a public health emergency is foreseeable or imminent, the City Manager may enact an advisory order, which order may provide information and recommended guidelines for preventing, detecting, and/or mitigating the onset or spread of a public health hazard.
- B. **Social Distancing Order.** Where a public health emergency is imminent, the City Manager may, with majority approval of the City Council, enact a social distancing order, which order may establish any or all of the following:
 - 1. Appropriate restrictions regarding the operation or occurrence of planned or foreseeable commercial, recreational, or expressive gatherings or events.
 - 2. Restrictions on travel through or visitation within the community.
 - 3. Postponement or cancelation of public meetings and hearings.
 - 4. A limit on the number of persons who may gather in one location and may apply to indoor or outdoor venues.
 - 5. Measures to be taken in order to prevent, avoid, detect, address, or mitigate a foreseeable, imminent, or present public health hazard.
 - 6. A social distancing order shall include an effective date and an anticipated expiration date, which may be extended in the same manner as the imposition of the initial order. A social distancing order shall apply within Twin Falls city limits, and five (5) miles outside Twin Falls city limits.

C. **Isolation Order.** Where a public health emergency is present, and poses a clear threat of harm to the public health, the City Manager may, with super-majority approval of the City Council, enact an isolation order, which order may establish any or all of the following:

1. A directive that infected and/or exposed individuals isolate themselves from other persons.
2. Geographical areas of restricted or prohibited access.
3. Other measures necessary to avoid, address, or mitigate an imminent public health hazard.
4. The scope and manner of delivery of services, materials, or supplies to be provided by the City, if any.
5. Measures to be taken in order to prevent, avoid, detect, address, or mitigate a foreseeable, imminent, or present public health hazard.
6. Conditions of the isolation order.
7. An isolation order shall include an effective date and an anticipated expiration date, which may be extended in the same manner as the imposition of the initial order. An isolation order shall be effective only when and for so long as the public health emergency is present, and when no less restrictive alternative exists. Any person shall be entitled to appeal an isolation order, or to request a modification of any provision of such order by filing a written appeal with the City Clerk. Such appeal shall be heard by City Council at their next meeting, or, if no meeting is scheduled during the term of the isolation order, the Fire Chief or designee shall review such appeal and issue a written decision. The Fire Chief's decision shall be final.

D. **Quarantine Order.** Where a health emergency is present, and poses a clear threat of harm to the public health, the City Manager may, with super-majority approval of the City Council, enact a quarantine order, which order may establish any or all of the following:

1. A directive that infected and/or exposed individuals isolate themselves from other persons.
2. Geographical or other areas of restricted or prohibited access.
3. Other measures necessary to avoid, address, or mitigate an imminent public health hazard.
4. The scope and manner of delivery of services, materials, or supplies to be provided by the City, if any.
5. Measures to be taken in order to prevent, avoid, detect, address, or mitigate a foreseeable, imminent, or present public health hazard.
6. Conditions of the quarantine.

7. A quarantine order shall include an effective date and an anticipated expiration date, which may be extended in the same manner as the imposition of the initial order. A quarantine order shall be effective only when and for so long as the public health emergency is present, and when no less restrictive alternative exists. Any person shall be entitled to appeal a quarantine order, or to request a modification of any provision of such order by filing a written appeal with the City Clerk. Such appeal shall be heard by City Council at their next meeting, or, if no meeting is scheduled during the term of the quarantine order, the Fire Chief or designee shall review such appeal and issue a written decision. The Fire Chief's decision shall be final.

Section 1-5-6

PROCESS FOR ENACTING PUBLIC HEALTH EMERGENCY ORDERS:

- A. **Advisory Order Enactment.** The City Manager shall prepare a written Advisory Order and publish it pursuant to this section.
- B. **Social Distancing Order.** When enacting a Social Distancing Order, the City Manager shall present to City Council, at a duly noticed public meeting, the proposed Social Distancing Order. Public input may be taken at such meeting, but a public hearing shall not be required. Following presentation to the City Council, a roll call vote will be taken. If approved by a majority of the City Council, the City Manager shall prepare a written order and publish it pursuant to this section. Except as may be specifically stated in the Social Distancing Order, such order shall be effective upon posting at Twin Falls City Hall.
- C. **Isolation or Quarantine Order.** When enacting an Isolation or Quarantine Order, the City Manager shall present to City Council, at a duly noticed public meeting, the proposed Order. Public input may be taken at such meeting, but a public hearing shall not be required. Following presentation to the City Council, a roll call vote will be taken. If approved by a super-majority of the City Council, the City Manager shall prepare a written order and publish it pursuant to this section. Except as may be specifically stated in the Order, such order shall be effective upon posting at Twin Falls City Hall.
- D. **Council Veto.** A majority of Council members may override any action the City Manager takes pursuant to this Chapter.
- E. **Publication of Public Health Emergency Order.** As possible and prudent under the circumstances, the City Manager shall cause a Public Health Emergency Order to be published:
 1. Posting the order in a prominent place at Twin Falls City Hall;
 2. Posting the order on the City's website;
 3. E-mailing the order to all persons subscribed to City e-mail notification services;
 4. Posting the order to all City social media accounts;
 5. Providing the order to local television and radio broadcast outlets; and

6. Notifying other government agencies, including Twin Falls School District, Twin Falls Highway District, Twin Falls County, and other municipalities.

Except as may be specifically stated in the Public Health Emergency Order, such order shall be effective upon posting at Twin Falls City Hall.

1-5-7 EXCLUSIONS:

Unless otherwise specifically prohibited by a Public Health Emergency Order duly enacted by the City Manager, the following activities shall be exempt from the scope of such order:

1. Any and all expressive and associative activity that is protected by the United States and Idaho Constitutions, including speech, press, assembly, and/or religious activity.
2. Educational institutions, which shall follow the duly adopted policies of their respective governing bodies.
3. Activities necessary to operate critical infrastructure and utilities.
4. Activities necessary to operate and use medical facilities and services.
5. Activities necessary to buy, sell, or otherwise deliver food and necessities.

1-5-8 SUSPENSION AND WAIVER OF CERTAIN CITY SERVICES, ORDINANCES, AND POLICIES AND PROCEDURES:

During a Public Health Emergency and upon issuance of a Public Health Emergency Order, the City Manager may suspend certain non-essential City government services and functions as deemed necessary and advisable given the specific public health emergency and in consideration of the health of employees and the general public. During such time, the City Manager may also suspend the regular meetings of City boards, commissions, committees created by the City Council of the City of Twin Falls. In order to facilitate such suspension of meetings, the ordinances providing for the regular meetings of these commissions shall be temporarily suspended. Those ordinances providing the timeline for processing applications shall also be suspended. The City Manager is also authorized to waive such internal rules, regulations and procedures as deemed necessary to protect the health and welfare of City employees.

1-5-9 FORCE MAJEURE:

In the context of this chapter, a public health emergency is a force majeure. No person shall be entitled to recover from the City of Twin Falls any costs incurred, or profits lost as may be alleged to be attributed to the enactment of a Public Health Emergency Order.

1-5-10 PENALTY:

It shall be unlawful to violate any provision or directive of a duly enacted social distancing order, isolation order, or quarantine order while such order is in effect. The violation of any provision or directive of a social distancing order, isolation order, or quarantine order shall be a misdemeanor.

Section 2. That all ordinances, resolutions, orders, or parts thereof or in conflict with this ordinance are hereby voided.

Section 3. That this ordinance shall be effective immediately upon its passage and publication.

PASSED BY THE CITY COUNCIL, _____.

SIGNED BY THE MAYOR, _____.

MAYOR

ATTEST:

DEPUTY CITY CLERK

PUBLISHED: _____



Date: Monday, April 6, 2020
To: Honorable Mayor and City Council
From: Lee Glaesemann, Staff Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to accept right of way in lieu of sidewalk improvements.

Time Estimate:

The Staff presentation will take approximately 5 minutes with additional time for Q & A

Background:

In 2001, a Developer and the City entered into an agreement to defer sidewalk improvements at 1444 Evergreen Drive, which is located on the corner of Evergreen Drive and Locust Street North.

The Sidewalk Improvement Deferral Agreement requires the property owner to construct sidewalk when sidewalk construction on adjacent property allows the City Engineer to require its construction. The Locust Street Sidewalk project will be constructing sidewalk on Locust Street, which will allow the requirement of sidewalk construction at 1444 Evergreen Drive.

Since the City will construct sidewalks as part of the Locust Sidewalk project, City Staff negotiated with the property owner to provide right of way in lieu of their required sidewalk construction. In the future, when traffic volumes eventually require the widening of Locust, the City would need to negotiate and purchase the additional right of way to widen the road. If accepted by the Council, this right of way dedication will allow for future road widening at this location.

Approval Process:

A majority vote of the Council to accept the right of way dedications.

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council accept right of way at 1444 Evergreen Drive to satisfy the property owner's Sidewalk Improvement Deferral Agreement obligation.

Attachments:

1. Sidewalk Deferral 1444 Evergreen
2. Right of Way Parcel 1 - 1444 Evergreen
3. Right of Way Parcel 2 - 1444 Evergreen

1444 Evergreen DR

C-3071

TWIN FALLS COUNTY, IDAHO
Recorded for:
TWIN FALLS, CITY OF
08:30am Jan. 25, 2001
2001-001181
No. of Pages: 3 Fee: \$9.00
ROBERT S. FORT
Ex-Officio Recorder
Deputy: CD

SIDEWALK IMPROVEMENT DEFERRAL AGREEMENT

This Agreement made and entered into this 2nd day of January, 2001, by and Clayton Mullins between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City", and , hereinafter called "Developer", for the purpose of constructing certain improvements on property sought to be developed at 1444 Evergreen Drive.

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: _____; and,

WHEREAS, the Developer is obligated to construct certain improvements, namely sidewalk, 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 Jan 2, 2001 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 sidewalk until Jan 2, 2003 or until such time as the obligation of sidewalk 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 sidewalk 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 or sidewalk; and 3) approval of finished sidewalk.

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 State of Idaho Department of Highways 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

BY Elsaine S. Stuebel
Mayor

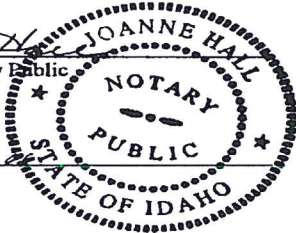
STATE OF IDAHO

On 2nd day of Jan, 2001, before me a notary public in and for said State, personally appeared

Mayor Elsaine S. Stuebel

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

Joanne Hall
Notary Public
Residing at Twin Fall, Idaho
Expiration date 10-26-2002



DEVELOPER
☒ Clayton M. Mullins
☐

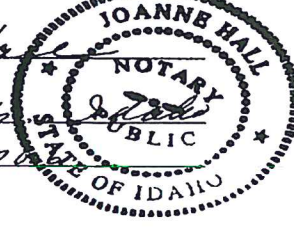
STATE OF Idaho

On 11th day of Dec, 2000, before me a notary public in and for said State, personally appeared

Clayton M. Mullins

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

Joanne Hall
Notary Public
Residing at Idaho Falls
Expiration date 10-26-2002



1444 E. Brown Dr
File
44865SM

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

**** SPACE ABOVE FOR RECORDER ****

Twin Falls County, Idaho

Recorded for:
TITLEFACT

02:19pm Nov. 22, 2000
2000 - 018338

No. of Pages: 1 Fee: \$3.00
ROBERT S. FORT
Ex-Officio Recorder
Deputy: CD

PERSONAL REPRESENTATIVE'S DEED

FOR VALUE RECEIVED THE ESTATE OF DEAN I. CAMERON, deceased, hereinafter called the grantor, by and through David Dean Cameron, Personal Representative, hereby grants, bargains, sells and conveys unto MULLINS FAMILY LIMITED PARTNERSHIP hereinafter called grantee, whose address is: 1892-B Pahsameroi Circle, Twin Falls, Idaho 83301, the following described premises, in Twin Falls County, Idaho, to-wit:

Lot 1, Block 1, SHOSHONE ACRES SUBDIVISION NO. 2, Twin Falls County, Idaho, according to the official plat thereof recorded in Book 8 of Plats, page 38, records of Twin Falls County, Idaho.

SUBJECT TO: Restrictive Covenants affecting Shoshone Acres Subdivision No. 2 dated November 10, 1962, recorded November 29, 1962, as Instrument No. 519423 in Book 26 of Miscellaneous, page 551, records of Twin Falls County, Idaho; and recorded April 15, 1963, as Instrument No. 524296 in Book 26 of Miscellaneous, page 591, records of Twin Falls County, Idaho.

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 are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: November 20, 2000

THE ESTATE OF DEAN I. CAMERON

BY: David Dean Cameron, Personal Representative
David Dean Cameron, Personal Representative

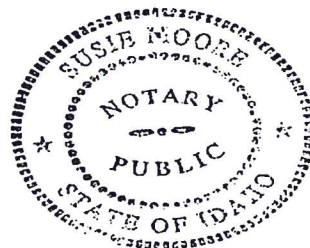
* * * * *

STATE OF IDAHO
County of Twin Falls

On this 22nd day of November, 2000, before me, a Notary Public in and for said State, personally appeared David Dean Cameron, known or identified to me to be the Personal Representative of the Estate of Dean I. Cameron, deceased, and whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as said Personal Representative.

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

Susie Moore
Notary Public for Idaho
Residing at Twin Falls
Commission expires: 11-28-2002



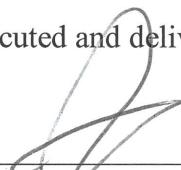
PUBLIC RIGHT-OF-WAY DEED

James R. Bartholome, (Grantor), does hereby grant, convey and dedicate fee simple title to the public as public right of way under the jurisdiction of the **City of Twin Falls**, whose address is: 203 Main Ave. East, P.O. Box 1907, Twin Falls, Idaho 83303, (Grantee) a permanent and perpetual public right-of-way, for construction, continued operation, maintenance, repair, alteration, inspection and replacement of a public street and utilities, and legally described as follows:

(See attached Exhibit A - Legal Description)

And the said Grantor does hereby covenant that the Grantor is the owner in fee simple of said premises; that they are free from encumbrances, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Executed and delivered this 13 day of March 2020.



(Name of Grantor)

ACCEPTANCE OF PUBLIC RIGHT-OF-WAY

Grantee, City of Twin Falls, does hereby accept dedication of the public right-of-way.

(Name and title of representative of public entity)

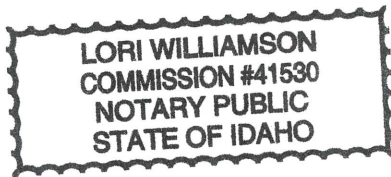
STATE OF IDAHO

) ss.

County of Twin Falls

On this 13 day of March, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared James R. Bartholome, known or identified to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he/she 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.



Lori Williamson
NOTARY PUBLIC
Residing at: Twin Falls, Id
Commission expires: 1/28/22

STATE OF IDAHO

) ss.

County of Twin Falls

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

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

NOTARY PUBLIC
Residing at: _____
Commission expires: _____

Exhibit A
Legal Description
Right-of-Way Dedication (Locust Street North)
Twin Falls, Idaho

Being a portion of Lot 1, Block 1 as shown on that certain map entitled "Shoshone Acres Subdivision No. 2", recorded April 12, 1963 as Instrument No. 0000-524207 in the office of the County Recorder of Twin Falls County, more particularly described as follows:

Beginning at the Southeast corner of said Lot 1 and being the REAL POINT OF BEGINNING;
Thence, along the South Boundary of said Lot 1, North 89°41'00" West 9.00 feet;
Thence, leaving said South Boundary, North 00°59'30" East 89.75 feet along a line parallel with and nine (9.00) feet westerly from the East Boundary of said Lot 1;
Thence, along the arc of a tangent 20.00 foot radius curve to the left, through a central angle of 15°09'13", an arc distance of 5.29 feet and a chord distance of 5.27 feet that bears North 06°35'06" West to a point on the North Boundary of said Lot 1;
Thence, along said North Boundary, along the arc of a non-tangent 40.00 foot radius curve to the left, through a central angle of 14°02'28", an arc distance of 9.80 feet and a chord distance of 9.78 feet that bears North 83°32'20" East to the Northeast corner of said Lot 1;
Thence, along said East Boundary, South 00°59'30" West 96.14 feet to said REAL POINT OF BEGINNING.

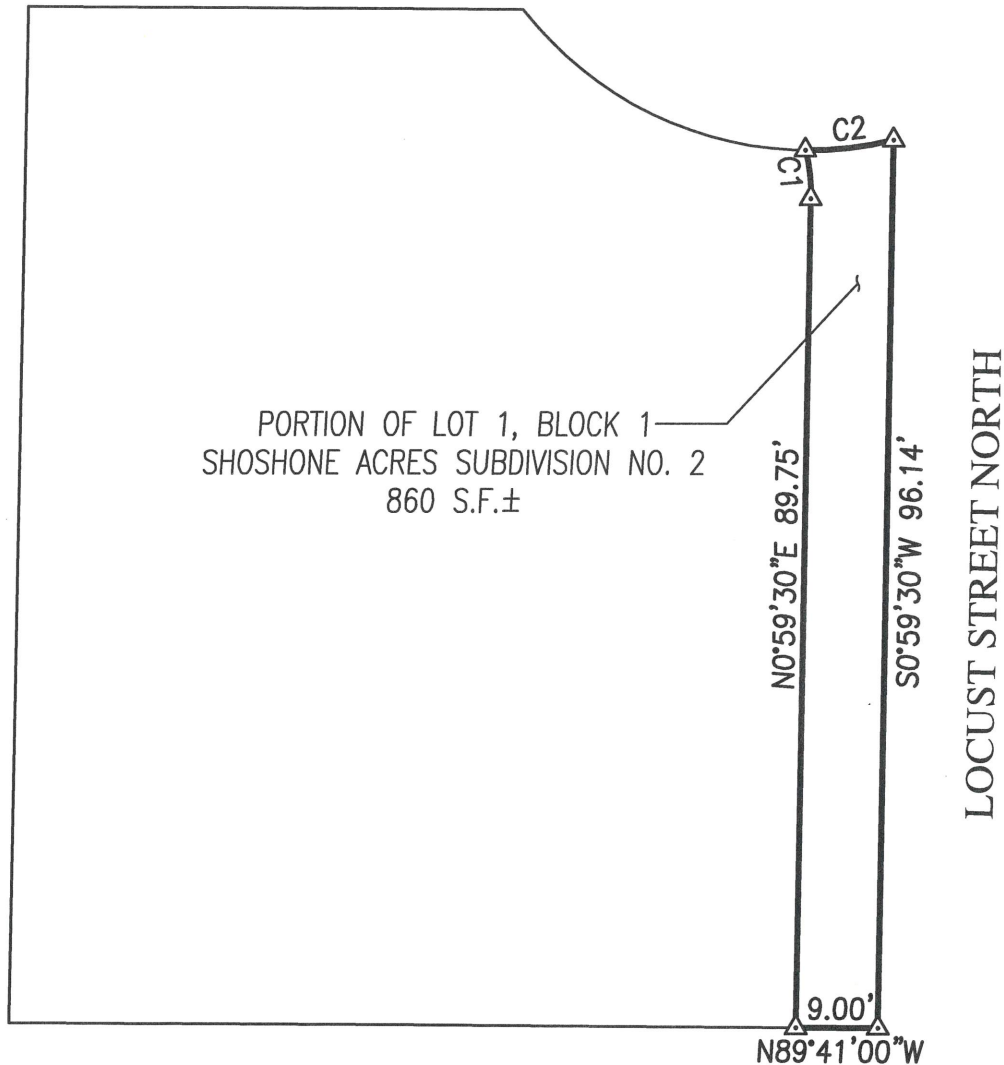
Containing approximately 860 square feet.

End of Description

EVERGREEN DRIVE



NORTH



Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	15°09'13"	20.00'	5.29'	5.27'	2.66'	N6°35'06"W
C2	14°02'28"	40.00'	9.80'	9.78'	4.93'	N83°32'20"E

PRELIMINARY

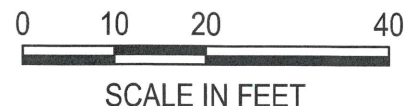


EXHIBIT A
RIGHT-OF-WAY DEDICATION
TWIN FALLS, IDAHO



EHM Engineers, Inc.

BUILDING THE FUTURE ON A FOUNDATION OF EXCELLENCE

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

JOB NO.: 206-19
DESIGN
DRAWN
DATE FEB. 2020
SCALE SHOWN
206-19 Borlindome
Sheet No.: 1

#2

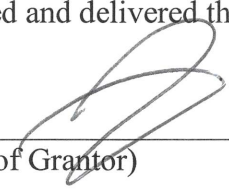
PUBLIC RIGHT-OF-WAY DEED

James R. Bartholome, (Grantor), does hereby grant, convey and dedicate fee simple title to the public as public right of way under the jurisdiction of the **City of Twin Falls**, whose address is: 203 Main Ave. East, P.O. Box 1907, Twin Falls, Idaho 83303, (Grantee) a permanent and perpetual public right-of-way, for construction, continued operation, maintenance, repair, alteration, inspection and replacement of a public street and utilities, and legally described as follows:

(See attached Exhibit A - Legal Description)

And the said Grantor does hereby covenant that the Grantor is the owner in fee simple of said premises; that they are free from encumbrances, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Executed and delivered this 13 day of March 2020.



(Name of Grantor)

ACCEPTANCE OF PUBLIC RIGHT-OF-WAY

Grantee, City of Twin Falls, does hereby accept dedication of the public right-of-way.

(Name and title of representative of public entity)

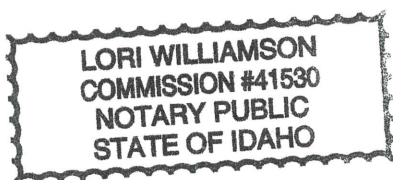
STATE OF IDAHO

) ss.

County of Twin Falls

On this 13 day of March, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **James R. Bartholome**, known or identified to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he/she 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.



Lori Williamson
NOTARY PUBLIC
Residing at: Twin Falls, Id.
Commission expires: 1/28/22

STATE OF IDAHO

) ss.

County of Twin Falls

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

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

NOTARY PUBLIC
Residing at: _____
Commission expires: _____

Exhibit A
Legal Description
Right-of-Way Dedication (Locust Street North)
Twin Falls, Idaho

Being a portion of Evergreen Drive as shown on that certain map entitled "Shoshone Acres Subdivision No. 2", recorded April 12, 1963 as Instrument No. 0000-524207 in the office of the County Recorder of Twin Falls County, more particularly described as follows:

Beginning at the Northeast corner of Lot 1, Block 1 as shown on said map and being the REAL POINT OF BEGINNING;

Thence, along the North Boundary of said Lot 1, along the arc of a non-tangent 40.00 foot radius curve to the right, through a central angle of 14°02'28", an arc distance of 9.80 feet and a chord distance of 9.78 feet that bears South 83°32'20" West;

Thence, leaving said North Boundary, along the arc of a non-tangent 20.00 foot radius curve to the left, through a central angle of 75°31'17", an arc distance of 26.36 feet and a chord distance of 24.49 feet that bears North 51°55'21" West;

Thence, South 89°41'00" East 19.83 feet;

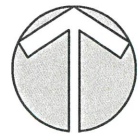
Thence, along the arc of a non-tangent 10.00 foot radius curve to the right, through a central angle of 85°59'47", an arc distance of 15.01 feet and a chord distance of 13.64 feet that bears South 42°37'05" East;

Thence, South 00°59'30" West 3.86 feet to said REAL POINT OF BEGINNING.

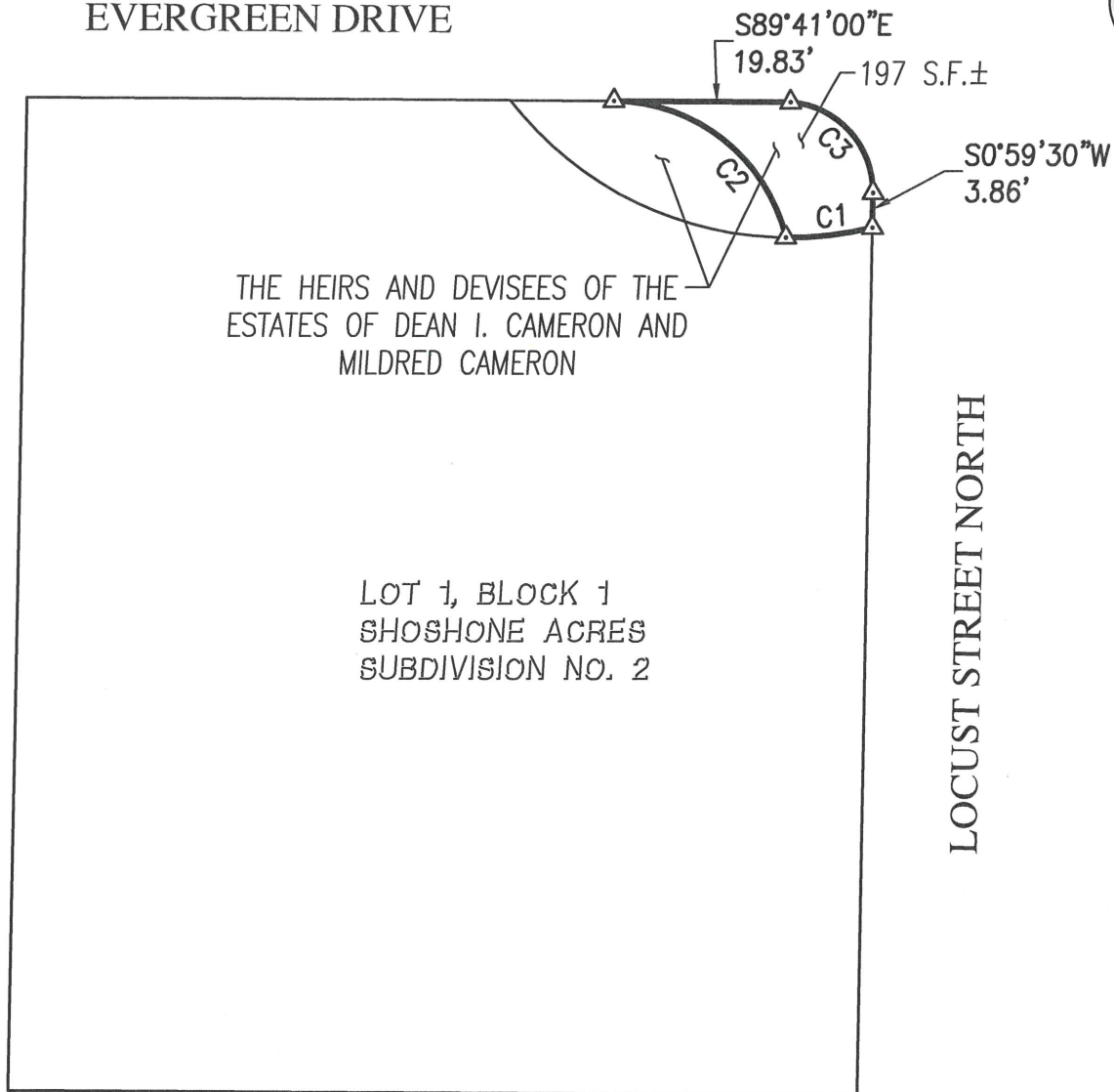
Containing approximately 197 square feet.

End of Description

EVERGREEN DRIVE



NORTH



Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	14°02'28"	40.00'	9.80'	9.78'	4.93'	N83°32'20"E
C2	75°31'17"	20.00'	26.36'	24.49'	15.49'	N51°55'21"W
C3	85°59'47"	10.00'	15.01'	13.64'	9.32'	N42°37'05"W

PRELIMINARY

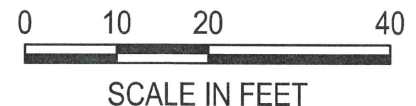
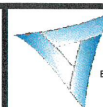


EXHIBIT A
RIGHT-OF-WAY DEDICATION
TWIN FALLS, IDAHO



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

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

JOB NO.: 206-19
APPROVED
DESIGN
DRAWN
DATE FEB. 2020
SCALE SHOWN
206-19 Bertolome
Sheet No.: 1



Date: Monday, April 6, 2020
To: Honorable Mayor and City Council
From: Lee Glaesemann, Staff Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to award the 2020 Locust Street Sidewalk Project to JS Custom Crete, Inc. of Twin Falls.

Time Estimate:

The staff presentation will take approximately 5 minutes with additional time for Q & A

Background:

The Locust Street North roadway between Falls Avenue and North College Road is experiencing failures and is in need of complete reconstruction.

The first phase of the Locust Street reconstruction includes concrete work to improve pedestrian connectivity and to comply with American with Disability Act requirements. This project includes Handicap accessible ramp improvements along the corridor and the addition of sidewalks where there currently aren't any.

The second phase of the Locust Street project includes the removal of the existing roadway to a depth of about eighteen inches and the complete reconstruction of the roadway section. The second phase is currently being designed and will be bid and constructed separately from this first phase. The second phase has initially been estimated to cost about \$730,000.

Bids for the 2020 Locust Street Sidewalk Project were opened on March 12, 2020. The lowest apparent bid came from JS Custom Crete in the amount of \$252,729.00.

Approval Process:

A majority vote of the Council is needed to award the project.

Budget Impact:

The current 2020 budget includes \$984,000 for the Locust Street Reconstruction Project. These funds are available for this phase of this project.

The 2019 budget included approximately \$800,000 for the Locust Street Project that was not obligated before the end of the last fiscal year, so these funds were moved into reserves and may be available for the second phase contingent on Council approval.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council award the 2020 Locust Street Sidewalk Project to JS Custom Crete, Inc. of Twin Falls Idaho, in the amount of \$252,729.00 and reserve an additional \$50,000 for contingencies.

Attachments:

1. Bid Tabulation

**City of Twin Falls
Locust Street Sidewalk Project
Bid Summary**

City of Twin Falls
203 Main Avenue East
Bid Opening 3-12-20



				JS CUSTOM CRETE, INC.		REG CONTRACTING, LLC		DWE, LLC	
DIVISION 200 - EARTHWORK									
Item No.	Description	Quantity	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total
201.4.1.B.1	CLEARING AND GRUBBING	1	LS	\$8,200.00	\$8,200.00	\$3,600.00	\$3,600.00	\$9,000.00	\$9,000.00
202.4.1.C.1	EXCAVATION	1,229	SY	\$25.00	\$30,725.00	\$27.00	\$33,183.00	\$9.00	\$11,061.00
DIVISION 300 - TRENCHING									
302.4.1.A.1	ROCK EXCAVATION	5	CY	\$150.00	\$750.00	\$350.00	\$1,750.00	\$200.00	\$1,000.00
307.4.1.G.1	TYPE P SURFACE RESTORATION	250	SY	\$6.00	\$1,500.00	\$30.25	\$7,562.50	\$27.00	\$6,750.00
307.4.1.K.5	SOFT SPOT REPAIR CRUSHED AGG. BASE MATERIAL	10	CY	\$125.00	\$1,250.00	\$58.00	\$580.00	\$200.00	\$2,000.00
DIVISION 400 - WATER									
404.4.1.B.1	WATER SERVICE CONNECTION	4	EA	\$900.00	\$3,600.00	\$3,200.00	\$12,800.00	\$2,400.00	\$9,600.00
404.4.1.C.1	4" DIA. C-900 PVC STORM DRAIN PIPE	11	EA	\$210.00	\$2,310.00	\$160.00	\$1,760.00	\$650.00	\$7,150.00
DIVISION 600 - CULVERT, STORM DRAIN, AND GRAVITY IRRIGATION PIPE									
601.4.1.A.5	12" DIA. C-900 PVC STORM DRAIN PIPE	12	LF	\$100.00	\$1,200.00	\$60.00	\$720.00	\$100.00	\$1,200.00
602.4.1.F.1	STORM DRAIN CATCH BASIN - TYPE 1	2	EA	\$1,800.00	\$3,600.00	\$3,600.00	\$7,200.00	\$2,500.00	\$5,000.00
DIVISION 700 - CONCRETE									
706.4.1.A.5	STANDARD 6" VERTICAL CURB & GUTTER	817	LF	\$20.00	\$16,340.00	\$33.00	\$26,961.00	\$36.00	\$29,412.00
706.4.1.C.3	CURB TURN FILLETS & BACKFILL	814	SF	\$14.00	\$11,396.00	\$13.25	\$10,785.50	\$9.00	\$7,326.00
706.4.1.E.1	4" THICK CONCRETE SIDEWALK	758	SY	\$40.50	\$30,699.00	\$58.58	\$44,403.64	\$59.00	\$44,722.00
706.4.1.J.1	4" THICK CONCRETE SIDEWALK w/ RETAINING WALL TYPE EDGE	45	SY	\$55.00	\$2,475.00	\$72.00	\$3,240.00	\$89.00	\$4,005.00
706.4.1.F.1	DRIVEWAY APPROACH	426	SY	\$54.00	\$23,004.00	\$72.00	\$30,672.00	\$69.00	\$29,394.00
706.4.1.H.1	PED. RAMP w/ DETECTABLE WARNING DOMES, ITD TYPE 1	6	EA	\$2,600.00	\$15,600.00	\$3,650.00	\$21,900.00	\$3,630.00	\$21,780.00
706.4.1.H.1	PED. RAMP w/ DETECTABLE WARNING DOMES, ITD TYPE 3	16	EA	\$2,800.00	\$44,800.00	\$3,850.00	\$61,600.00	\$3,630.00	\$58,080.00
706.4.1.H.4	PED. RAMP w/ DETECTABLE WARNING DOMES, ITD TYPE 9	2	EA	\$3,800.00	\$7,600.00	\$3,850.00	\$7,700.00	\$3,630.00	\$7,260.00
DIVISION 1100 - TRAFFIC									
1102.4.1.B.1	RELOCATE LIGHT POLE	5	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	\$500.00
1102.4.1.G.1	SERVICE PEDESTAL - COORDINATE RELOCATION	8	EA	\$25.00	\$200.00	\$200.00	\$1,600.00	\$100.00	\$800.00
1103.4.1.A.1	TRAFFIC CONTROL	1	LS	\$7,500.00	\$7,500.00	\$28,000.00	\$28,000.00	\$7,000.00	\$7,000.00
1105.4.1.E.1	SIGN RELOCATION	13	EA	\$75.00	\$975.00	\$150.00	\$1,950.00	\$300.00	\$3,900.00
DIVISION 2000 - PROVISIONS									
2010.4.1.A.1	MOBILIZATION	1	LS	\$11,800.00	\$11,800.00	\$36,530.00	\$36,530.00	\$9,621.00	\$9,621.00
SPECIAL PROVISIONS									
SP-1	INSTALL ADA WARNING DOMES ON EXISTING CONCRETE RAMP	40	SF	\$22.00	\$880.00	\$59.00	\$2,360.00	\$65.00	\$2,600.00
SP-2	INSTALLATION OF NEW MAILBOX, T2 SIZE	5	EA	\$900.00	\$4,500.00	\$235.00	\$1,175.00	\$500.00	\$2,500.00
SP-3	LANDSCAPE REPAIR	30	SY	\$150.00	\$4,500.00	\$75.00	\$2,250.00	\$960.00	\$28,800.00
SP-4	DEMOLITION	495	SY	\$35.00	\$17,325.00	\$53.00	\$26,235.00	\$18.00	\$8,910.00
BID TOTAL				\$252,729.00		\$376,517.64		\$319,371.00	

Opinion of Probable Cost (Revised)	
Unit Price	Total
\$10,000.00	\$10,000.00
\$8.00	\$9,832.00
\$250.00	\$1,250.00
\$25.00	\$6,250.00
\$30.00	\$300.00
\$850.00	\$3,400.00
\$250.00	\$2,750.00
\$80.00	\$960.00
\$2,400.00	\$4,800.00
\$26.00	\$21,242.00
\$15.00	\$12,210.00
\$50.00	\$37,900.00
\$65.00	\$2,925.00
\$50.00	\$21,300.00
\$2,550.00	\$15,300.00
\$3,250.00	\$52,000.00
\$2,200.00	\$4,400.00
\$3,500.00	\$17,500.00
\$1,000.00	\$8,000.00
\$16,000.00	\$16,000.00
\$400.00	\$5,200.00
\$8,000.00	\$8,000.00
\$80.00	\$3,200.00
\$500.00	\$2,500.00
\$56.74	\$1,702.20
\$30.00	\$14,850.00
\$283,771.20	

Addendum Acknowledged
All Documents Returned Per Specifications (Yes/No)
Bid Bonds Attached (Yes/No)
Contractor and Subcontractor PWL's in Place (Yes/No)

YES
YES
YES
YES

YES
YES
YES
YES

YES
YES
YES
YES

Yellow cells reflect corrected values
due to arithmetic errors.



Date: Monday, April 6, 2020
To: Honorable Mayor and City Council
From: Jason Brown, Environmental Coordinator

ACTION ITEM

Request:

ACTION ITEM: Request to approve the Memorandum of Agreement with SIWQC and the Twin Falls Canal Company.

Time Estimate:

10 Minutes

Background:

The Southern Idaho Water Quality Coalition (SIWQC) was formed in 2018 to engage a broad spectrum of area land and water users to identify, manage and increase awareness for water quality issues, projects, and partnerships benefiting the Mid-Snake River and related water bodies.

The City of Twin Falls was one of the initial members of the coalition and continues to be an active leader in the group. Our interests are to encourage comprehensive water quality improvement projects and to partner with other organizations that have the same desire for water quality improvements. As a membership, the SIWQC applied for a Bureau of Reclamation WaterSmart Watershed Management Program Grant and received notification of award in 2019. This grant is intended to construct sediment and phosphorus removal ponds near Auger Falls. This project is similar to other water quality projects the City has been apart of in the past. It helps with the removal of sediment and phosphorus from irrigation returns before entering into the Snake River.

In order to continue to support the facilitation of this grant, the SIWQC needs help. The MOA provides a mechanism for the City of Twin Falls and the Twin Falls Canal Company to help support the execution of the WaterSmart Grant and to complete the water quality improvement projects. As part of this agreement, the City is committing \$200,824 in support of the Auger Falls sediment and phosphorus removal project.

Currently, there is \$111,501.51 in this fiscal year budget to help contribute to this effort. The \$111,501.51 is currently budgeted in the wastewater treatment plant professional service line item. City staff is requesting the use of wastewater reserves in the amount of \$89,322.49 for the additional funds need to reach the \$200,824 commitment.

Along with this financial commitment, City Staff is asking for City Councils approval to allow City Staff to sign the Memorandum of Agreement with the SIWQC and the TFCC.

Approval Process:

The City Council authorizes City staff to sign the Memorandum of Agreement and to use \$89,322.49 from wastewater reserve funds.

Budget Impact:

The use of wastewater reserve funds in the amount of \$89,322.49.

Regulatory Impact:

No anticipated impacts.

History:

N/A

Analysis:

N/A

Conclusion:

Staff is asking for City Council approval to sign the Memorandum of Agreement and to use \$89,322.49 from wastewater reserve funds.

Attachments:

1. Memorandum of Agreement

**MEMORANDUM OF AGREEMENT
BETWEEN SOUTHERN IDAHO WATER QUALITY COALITION,
CITY OF TWIN FALLS, AND TWIN FALLS CANAL COMPANY**

RECITALS

WHEREAS, the Southern Idaho Water Quality Coalition (Coalition) applied for and obtained a Cooperative Watershed Management Program Phase II grant through the U.S. Bureau of Reclamation (Reclamation) WaterSmart grant program (BOR-DO-18-FO13); and

WHEREAS, the grant will support forty percent (40%) of the Coalition's Snake River Tributary Sedimentation and Phosphorus Ponds project (Project) on properties owned or controlled by the City of Twin Falls (City) and Twin Falls Canal Company (TFCC); and

WHEREAS, the Project's total estimated costs are as follows: 1) Auger Falls portion = \$200,824; and 2) O Coulee portion = \$189,632; and

WHEREAS, the City will take the lead on the Auger Falls portion of the Project and TFCC will take the lead on the O Coulee portion of the Project; and

WHEREAS, as part of the grant award process SIWQC must submit a Pre-Award System Survey (PASS); and

WHEREAS, as entities with staff, equipment, and resources needed to implement the Project on the ground, the City and TFCC intend to support the Coalition by providing the necessary in-kind services and financial resources to implement the Project; and

WHEREAS, the Parties wish to set forth the terms of their agreement in this Memorandum of Agreement (MOA) as follows.

COVENANTS

NOW THEREFORE, in consideration of the recitals, the mutual covenants, representations and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **PASS.** To the extent required by Reclamation, the City and TFCC agree to submit any necessary information, including responding to questions required by PASS to facilitate implementation of the grant awarded to the Coalition.

2. **City Contribution.** The City agrees to contribute in-kind services, materials, and financial resources up to \$120,494, which represents approximately sixty percent (60%) of the total costs associated with the Auger Falls portion of the project.

3. **TFCC Contribution.** TFCC agrees to contribute in-kind services, materials, and financial resources up to \$113,779, which represents approximately sixty percent (60%) of the total costs associated with the O Coulee portion of the project.

4. **Single Audit Histories / Grant Financial Management.** The City and TFCC agree to submit single audit histories as required by 2 CFR 200.501 and administer the grant financial management systems required by the grant. Both the City and TFCC represent they have the financial management systems required by 2 CFR 200.302 and 306 and have staff capable of supplying the necessary information to the Coalition and Reclamation to implement the grant.

5. **Grant Policies.** The City and TFCC represent that both entities have necessary policies in place for payroll, accounting, purchasing, property management, and contactor management to help support implementation of the grant and the Project.

6. **Coalition Agreement.** The Coalition agrees to facilitate implementation of the grant by providing necessary documentation to Reclamation and remitting the applicable grant funds received from Reclamation to the City and TFCC for purposes of their respective portions of the Project as determined by the Parties.

7. **Implementation of Agreement.** The Parties agree to take any and all actions necessary to ensure this MOA is implemented to the satisfaction of the Parties, including filing necessary documents with Reclamation and any other federal, state, or local governmental agencies.

Dated this 19th day of March, 2020.

SOUTHERN IDAHO WATER QUALITY COALITION


Name: John R. MacMillan, President

Dated this _____ day of _____, 2020.

CITY OF TWIN FALLS

Name: Travis Rothweiler, City Manager

Dated this 19 day of March, 2020.

TWIN FALLS CANAL COMPANY



Name: Brian Olmstead, General Manager



Date: Monday, March 30, 2020
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Request: Consideration of an Agreement for Engineering Services with J-U-B Engineers for the 2020 FAA Airport Pavement Fog Seal Project.

Time Estimate: The request will take approximately 5 minutes with additional time needed for questions and answers.

Background: The Airport's FAA Airport Improvement Program (AIP) capital construction program for 2020 includes a pavement fog-seal rehabilitation to help preserve the condition of most all air side pavement (see attached map). Due to an accelerated schedule the project has been designed and bids are being advertised and will be awarded in April. It is anticipated that the project will be constructed in summer 2020 with construction costs estimated to range around \$500,000.

The Airport requested a contract proposal for engineering services from J-U-B Engineers for the project. The enclosed contract is for all services (design, bidding, construction) related to the projects.

When FAA AIP projects include engineering costs in excess of \$100,000, airports are required by the FAA to obtain an independent fee estimate (IFE) from another engineering firm as a means to help compare and negotiate engineering service costs. Staff solicited the assistance of Century West Engineer's aviation personnel in their Bend, Oregon office to help develop the independent fee estimate based on the defined scope of work for the projects.

Budget Impact:

- The JUB Contract- The cost of the contract, inclusive of all areas of service for the projects, totals \$144,683.57. The independent fee estimate provided by Century West Engineers is \$153,098.00. The total fee for the projects provided by JUB is 5.8% lower than the independent fee estimate. The FAA generally considers fee proposals within 10-15% of each other as a reasonable comparison.

Cost Comparison Table for Costs/Hours

	J-U-B Engineers		Century West		Percent Difference	
	Cost	Hours	Cost	Hours	Cost	Hours
Labor	\$ 141,187.80	1075	\$135,748.00	1086	3.85%	-3.24%
Direct Expense & Subs	3,495.77	N/A	\$17,350.00	N/A	-396.31%	N/A
Project Total	\$ 144,683.57		\$ 153,098.00		-5.82%	

- FAA Funding- J-U-B's contract is eligible for FAA Funding at a level of 93.75%.
- Local Match-The airport construction fund includes the locally required City and County 6.25% matching dollars for FAA grants. The Passenger Facility Charge collections are utilized to fund the local match.

Regulatory Impact:

The FAA has reviewed the contract and has concurred with the contract fees proposed by JUB.

The Engineering contract with J-U-B will be subject to standard requirements and review by the City Attorney.

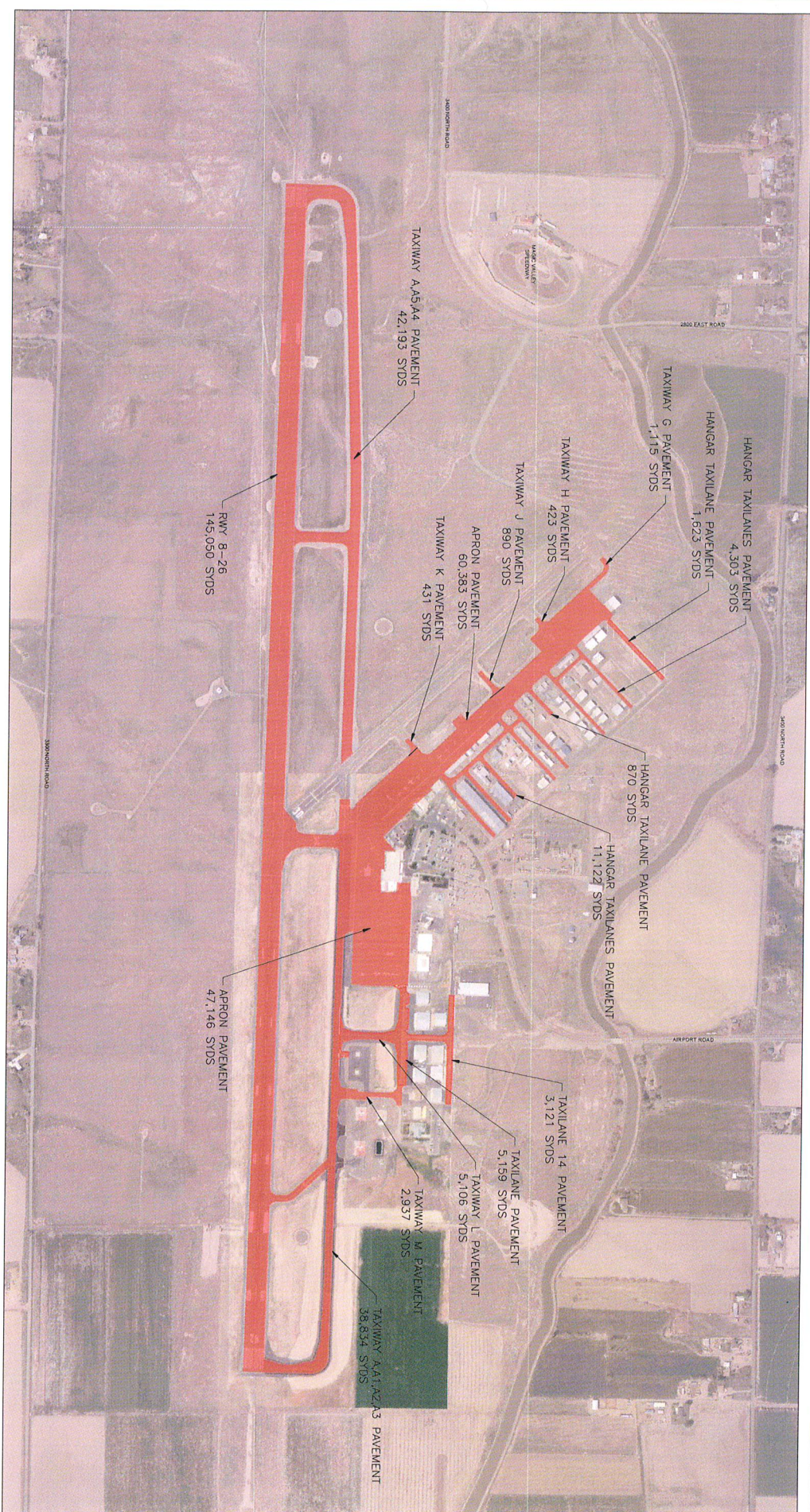
Conclusion:

Through the strong collaboration between the FAA, the Airport, and our consulting firm JUB, we have positioned the community to keep on pace with the airport's capital needs.

After reviewing the proposed contract with the FAA, staff recommends that the City Council approve the agreement for engineering services with JUB Engineering for \$144,683.57, contingent upon FAA funding.

Attachments:

1. Project Diagram



MAGIC VALLEY REGIONAL AIRPORT
REHABILITATE RUNWAY 8-26, TAXIWAYS, TAXILANES, AND APRONS



Date: Monday April 6, 2019
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Request:

Consideration of a Request to Award a Bid to Straight Stripe Painting Inc. for the FAA Airport Fog Seal Project for \$667,882.25.

Time Estimate:

The staff presentation will take approximately 5 minutes with additional time needed for any questions.

Background:

The Airport's strategic planning goals call for improving and maintain the airport with the FAA's capital improvement program. This fog-seal project will aid in the airports need to preserve the pavement life and rehabilitate airport paint markings.

The project advertised for sealed bids March 5th and 12th. The bid opening was March 26, 2020, with two bids received. The Straight Stripe bid was the low bid at \$667,882.25, which is \$60,201.50 (8.27%) lower than the engineer's estimate of \$728,083.75. The high bid from Maxwell Asphalt Inc. was considerably more at \$1,174,498.50, which is \$446,414.75 (61.31%), higher than the engineers estimate.

The bid award incudes a schedule C option for slurry sealing the BLM Air Tanker base parking lot, loading ramp and Heli-pad asphalt. This option (\$19,051.00) is not eligible for FAA AIP funding and will only be given a "Notice to Proceed" with the successful development of a reimbursement agreement with the BLM thru an amendment with their airport lease agreement. The Airport has utilized this process with many of the BLM improvements the last two decades.

Attached is a letter from our airport engineering firm, JUB, providing a bid analysis and a recommendation to award the bid to Straight Stripe Painting Inc.

Approval Process:

A majority vote of the Council is need to approve the award of bid.

Budget Impact:

The Airport Construction fund, equally funded by the City and County, has the required 6.25% local match required. The local match is funded through the airline Passenger Facility Charge ticket fee (PFC) and not the local tax base.

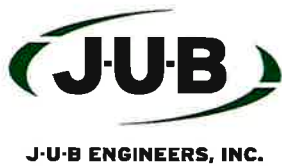
Regulatory Impact:

The contract with Straight Stripe will be subject to all FAA provisions in the pending grant agreement and reviewed by the City Attorney.

Conclusion:

Staff recommends that the Council approve the request to award the bid and contract to Straight Stripe Painting Inc. for the amount of \$667,882.25 contingent upon FAA concurrence and funding.

Attachments: JUB bid analysis and Recommendation of Award



J-U-B COMPANIES

THE
LANGDON
GROUPGATEWAY
MAPPING
INC.

Match 27, 2020

Mr. Bill Carberry
Airport Manager
Joslin Field Magic Valley Regional Airport
492 Airport Loop
P.O. Box 1907
Twin Falls, ID 83303

RE: Recommendation of Award - FAA AIP 3-16-0036-043-2020
FY 2020 Airport Improvements to the Joslin Field Magic Valley Regional Airport
Rehabilitate Runway 8-26, Taxiways, Taxilanes, and Aprons

Dear Mr. Carberry:

This project advertised for sealed bids on March 5th and March 12th, 2020. The bid opening was March 26, 2020, and two bids were received. The project consists of three schedules. Base Bid Schedule A and Alternative Option Bid Schedule B are AIP-eligible projects. Alternative Option Bid Schedule C is a Non-AIP bid schedule and only accounts for 2.85% of total construction costs. The total of the three bid schedules were used to determine the lowest bidder. In conformance of FAA PGL 12-03, below is the Price Analysis for the total bid schedule.

Contractor	Base Bid Schedule A	Alternative Option Bid Schedule B	Alternative Option Bid Schedule C	Total Bid	% Total Bid of Engineer's Estimate
Engineer's Estimate	\$553,195.70	156,386.05	18,502.00	\$728,083.75	N/A
Straight Stripe Painting Inc.	504,653.30	\$144,177.95	\$19,051.00	\$667,882.25	-8.27%
Maxwell Asphalt Inc.	\$887,205.90	\$250,903.60	\$36,389.00	\$1,174,498.50	61.31%

The lowest bidder was 8.56% below the Engineer's Estimate. This difference is acceptable by industry standards. The closeness of the Engineer's Estimate and the lowest bidder is consistent and indicates the quality of the bid in this competitive market. The second bid was 60.39% higher than the Engineer's Estimate and 75.85% higher than the next lowest bid. The individual unit prices were analyzed for an unbalanced bid and compared to local industry standards and found to be consistent with the Engineer's Estimate. Based on several comparisons, J-U-B finds the apparent low bid submitted by Straight Stripe Painting Inc. to be competitive, fair and reasonable in accordance with FAA PGL 12-03.

The bid submitted by Straight Stripe Painting, Inc. was reviewed for bid submittal requirements and it appears to be responsive. This company is a licensed public works contractor in the State

60-19-086_AIP_PavRehab\Bidding\Bid Opening and Award

of Idaho and has a history of performing similar projects. Based on the bidding criteria, Straight Stripe Painting, Inc., bid is considered responsive.

The City should make this award contingent on the receipt of FAA funding.

If you have any questions regarding the bid, bid results and subsequent award process, please call me at 208-733-2414.

Sincerely,

J-U-B Engineers, Inc.



M. Kent Atkin, P.E.
Project Manager

Enclosures:

Bid Summary and Analysis

Straight Stripe Painting, Inc. Bid

BID SUMMARY			
PROJECT TITLE:		Rehabilitate Runway 8-26, Taxiways, Taxilanes, and Aprons	
PROJECT NUMBER:		AIP 3-16-0036-043-2020	
OWNER:		City of Twin Falls and Twin Falls County	
ENGINEER:		J-U-B Engineers, Inc.	
PROPOSAL OPENING:		3/26/2020 3:00 PM	
LOCATION:		Twin Falls City Hall, 203 Main Ave. E., Twin Falls, ID 83301	
BID INFORMATION:			
CONTRACTOR:	ENGINEER'S ESTIMATE	Straight Stripe Painting	Maxwell Asphalt
Bid Proposal (Signed)	-	x	x
Bid Schedule of Items & Prices	-	x	x
Acknowledgement of Addenda #1	-	x	x
Declaration of Non-Collusion	-	x	x
Bid Bond	-	x	x
Statement of Bidders Pre-Qualifications	-	x	x
Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions	-	x	x
Buy American Certificate	-	x	x
Trade Restriction Certification	-	x	x
Plan Holder	-	x	x
Base Bid Schedule A	\$553,195.70	\$504,653.30	\$887,205.90
Additive Option Bid Schedule B	\$156,386.05	\$144,177.95	* \$250,903.60
Non-AIP Additive Option Bid Schedule C	\$18,502.00	\$19,051.00	\$36,389.00
AIP Eligible Bid Total	\$709,581.75	\$648,831.25	\$1,138,109.50
Bid Grand Total	\$728,083.75	\$667,882.25	\$1,174,498.50
Bidder Rank		1	2

*Maxwell Asphalt exhibited an arithmetic error for Schedule B, Item 11. The result is a decrease in the Bid Schedule by \$3,985.06. This error does not change the outcome of the bid.

BID SCHEDULE "B" REHABILITATE WEST APRON AND TAXILANES
City of Twin Falls and Twin Falls, County, Idaho
MAGIC VALLEY REGIONAL AIRPORT / JOSLIN FIELD
AIRPORT IMPROVEMENTS FY 2020
FAA AIP PROJECT NO. 3-16-0036-043-2020

Item No.	Spec. No.	Description	Estimated Quantity	Unit Measure	Engineer's Estimate		Straight Stripe Painting		Maxwell Asphalt	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	C-105-6.1	Mobilization	1	LS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00
2	P-101-5.1	Removal of Existing Pavement Marking	16,733	SF	\$1.75	\$29,282.75	\$0.55	\$9,203.15	\$3.75	\$62,748.75
3	P-103-4.1	Airport Safety and Security	1	LS	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
4	P-605-5.1	Crack Sealing Filer	4	TON	\$3,500.00	\$14,000.00	\$3,200.00	\$12,800.00	\$6,500.00	\$26,000.00
5	P-608-R-8.1	Asphalt Surface Treatment with Aggregate	73,500	SY	\$1.20	\$88,200.00	\$1.35	\$99,225.00	\$1.45	\$106,575.00
6	P-620-5.1	Temporary Yellow Marking without Glass Beads	17,944	SF	\$0.45	\$8,074.80	\$0.60	\$10,766.40	\$0.95	\$17,046.80
7	P-620-5.2	Yellow Marking with Glass Beads	17,944	SF	\$0.50	\$8,972.00	\$0.35	\$6,280.40	\$0.95	\$17,046.80
8	P-620-5.3	Temporary White Marking without Glass Beads	125	SF	\$0.45	\$56.25	\$0.60	\$75.00	\$0.95	\$118.75
9	P-620-5.4	White Marking with Glass Beads	125	SF	\$0.50	\$62.50	\$0.35	\$43.75	\$0.95	\$118.75
10	P-620-5.5	Red Temporary Marking without Glass Beads	495	SF	\$0.45	\$222.75	\$0.60	\$297.00	\$0.95	\$470.25
11	P-620-5.6	Red Marking with Glass Beads	495	SF	\$0.50	\$247.50	\$0.35	\$173.25	\$0.95	\$470.25
12	P-620-5.7	Black Marking Outline without Glass Beads	4,535	SF	\$0.50	\$2,267.50	\$0.40	\$1,814.00	\$0.95	\$4,308.25
BID SCHEDULE "B" TOTAL						\$156,386.05		\$144,177.95		\$250,903.60

BID ANALYSIS
REHABILITATE RUNWAY 8-26. TAXIWAY A, TERMINAL APRON
City of Twin Falls and Twin Falls, County, Idaho
MAGIC VALLEY REGIONAL AIRPORT / JOSLIN FIELD
AIRPORT IMPROVEMENTS FY 2020
FAA AIP PROJECT NO. 3-16-0036-043-2020

		Engr. Price Est.	(Low Bid)Total Price	% from Engr. Est.	% Total Cost
C-105-6.1	Mobilization	\$ 22,500.00	\$ 21,500.00	-	-
P-101-5.1	Removal of Existing Pavement Marking	\$ 70,323.75	\$ 22,101.75	-	-
P-103-4.1	Airport Safety and Security	\$ 17,500.00	\$ 6,500.00	-	-
P-605-5.1	Crack Sealing Filler	\$ 21,000.00	\$ 19,200.00	-	-
P-608-R-8.1	Asphalt Surface Treatment with Aggregate	\$ 449,400.00	\$ 475,475.00	-	73.3%
P-608-R-8.2	Runway Friction Testing	\$ 5,000.00	\$ 4,000.00	-	-
P-620-5.1	Temporary Yellow Marking without Glass Beads	\$ 18,000.00	\$ 19,514.00	-	-
P-620-5.2	Yellow Marking with Glass Beads	\$ 30,142.50	\$ 14,894.35	-	-
P-620-5.3	Temporary White Marking without Glass Beads	\$ 146.25	\$ 163.75	12%	-
P-620-5.4	White Marking with Glass Beads	\$ 58,150.00	\$ 40,958.25	-	6.3%
P-620-5.5	Red Temporary Marking without Glass Beads	\$ 614.25	\$ 695.25	13%	-
P-620-5.6	Red Marking with Glass Beads	\$ 2,082.50	\$ 3,098.50	49%	-
P-620-5.7	Black Marking Outline without Glass Beads	\$ 14,722.50	\$ 9,964.00	-	-



Date: Monday, April 6, 2020
To: Honorable Mayor and City Council
From: Nathan Murray, Executive Director

PRESENTATION

Request:

PRESENTATION: Presentation of the 2019 Annual Report of the Urban Renewal Agency.

Time Estimate:

4 minutes.

Background:

Title 50, Chapter 2006(c) requires that Urban Renewal Agencies operating in Idaho prepare an annual report by March 31st of each year regarding its activities and finances for the preceding calendar year. It was presented and approved by the Agency board on March 20th.

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

The report will be filed with the City Clerk and published in the Times-News. Completion of this process will have the Agency in compliance with the statutory requirements for reporting.

Attachments:

None



Date: Monday, April 6, 2020
To: Honorable Mayor and City Council
From: Wendy Davis, Parks & Recreation Director

ACTION ITEM

Request:

ACTION ITEM: Request to purchase a CXT Precast Concrete Restroom for \$144,470 using a Cooperative Purchasing Agreement with Sourcewell.

Time Estimate:

Presentation will take approximately 5 minutes. Staff recommends allowing a few minutes for any questions.

Background:

On December 9, 2019, City Council adopted a resolution authorizing staff to use cooperative purchasing agreements and join cooperative purchasing programs. City staff can approve purchases up to the informal bid limits. If the purchase will be greater than the informal bid limit (\$100,000), city council must approve the purchase. Please see attached a copy of the adopted Resolution 2019-014.

In this case, Sourcewell has secured a bid in the amount of \$144,470 for a Precast Concrete Restroom. The City attorney has reviewed and believes Sourcewell is a cooperative program authorized to be utilized by Idaho Code 67-2807. The Parks Department is requesting council approve the purchase of the concrete building. \$225,000 was budgeted for facility enhancement projects at Cascade Park which include the relocation and replacement of the restroom.

Approval Process:

A simple majority will approve this request.

Budget Impact:

\$144,470 will be allocated out of the budgeted Facility Enhancement Capital Project.

Regulatory Impact:

Council approval is required to make a purchase over \$100,000 using a Cooperative Purchasing agreement. Approval will allow staff to purchase the concrete building.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends council approve this request.

Attachments:

1. Cooperative Purchasing Resolution 2019-014
2. ID City of Twin Falls CXT_PriceList_Montrose-SW2019

RESOLUTION NO. 2019-014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO AUTHORIZING THE CITY OF TWIN FALLS TO PARTICIPATE IN COOPERATIVE PURCHASING AGREEMENTS AND PROGRAMS; AND AUTHORIZING CERTAIN CITY OFFICIALS TO ENTER INTO, JOIN, AND APPROVE EXPENDITURES PERTAINING TO COOPERATIVE PURCHASING AGREEMENTS AND PROGRAMS.

WHEREAS, Idaho Code §§ 67-2807 authorizes Idaho cities to participate in cooperative purchasing agreements with the state of Idaho, other Idaho political subdivisions, and other government entities; and,

WHEREAS, Idaho Code §§ 67-2807 authorizes Idaho cities to participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation process; and,

WHEREAS, participation in cooperative purchasing agreements or programs requires approval by the City Council; and,

WHEREAS, the State of Idaho determines the value, in terms of dollars, at which an informal bidding process will be followed; and,

WHEREAS, certain city officials are authorized to approve informal bids on behalf of the City of Twin Falls; and,

WHEREAS, the City Manager has requested authorization to allow these same city officials to enter into cooperative purchasing agreements and programs, and to approve expenditures not to exceed the maximum value, in terms of dollars, set by the State of Idaho for the informal bidding process.

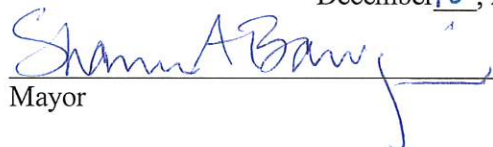
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TWIN FALLS, IDAHO:

Section 1: That those individuals who are authorized to approve informal bids on behalf of the City of Twin Falls are authorized to enter into cooperative purchasing agreements and join cooperative purchasing programs that offer goods or services as a result of competitive solicitation.

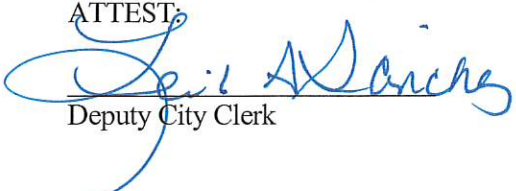
Section 2: That those individuals who are authorized to approve informal bids on behalf of the City of Twin Falls are authorized to approve expenditures as part of a cooperative purchasing agreement or cooperative purchasing program up to, but not to exceed, the maximum amount set by the State of Idaho for the informal bidding process.

PASSED BY THE CITY COUNCIL
SIGNED BY THE MAYOR

December 9, 2019.
December 10, 2019.


Mayor

ATTEST:


Deputy City Clerk



Concrete Buildings



Contract # 030117-CXT

CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Products, Inc., 3808 N. Sullivan Road, Building 7, Spokane, WA 99216
2. ORDERING PROCEDURES: Fax 509-928-8270
3. PAYMENT ADDRESS(ES): CXT Precast Products, Inc., 3808 N. Sullivan Road, Building 7, Spokane, WA 99216
4. WARRANTY PROVISIONS: CXT provides a warranty against structural defects in material or workmanship for a period of twenty (20) years on all concrete components (does not include non-structural cracking). The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;
2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or
3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.
5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on

a project-by- project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-½% of contract price per month or any part of any month will be charged.

****Customer is responsible for all local permits and fees.**

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

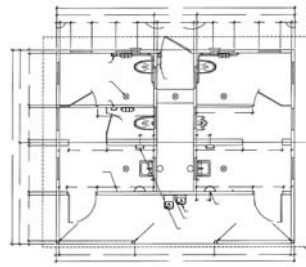
7. PAYMENT TERMS: Payment to CXT by the purchaser shall be made net 30 days after submission of the invoice to the purchaser on approved credit. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 3808 N. Sullivan Road, Building 7, Spokane, WA 99216 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.
- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.
- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

Montrose w/Screen



Montrose with chase restroom building. Standard features include simulated barnwood texture walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded and set up at site.

Base Price				Price per unit	Click to select
Montrose w/Screen				\$	
Added Cost Options:					
Final Connection to Utilities				\$	
Optional Wall Texture -choose one	Split Face Block (\$4,620)	Struck Trowel (\$4,620)	Stone (\$6,300)		
Optional Roof Texture -choose one	Delta Rib			\$	
"Front Porch" Style Privacy Screen				\$	
Two-Tone Color Scheme				\$	
Stainless Steel Plumbing Fixtures				\$	
Electric Hand Dryers (each)	Qty: 2			\$	
Electronic Flush Valves				\$	
Electronic Lavatory Faucets				\$	
Exterior Mounted ADA Drinking Fountain w/Cane Skirt				\$	
30-gallon Electric Water Heater				\$	
Skylight in Restroom (each)	Qty: 4			\$	
Marine Grade Skylight in Restroom (each)	Qty: 4			\$	
Marine Package for Extra Corrosion Resistance				\$	
Tile Floor in Restroom				\$	
Fiberglass Entry and Chase Doors and Frames				\$	
Defense Shield - Anti-Graffiti Coating				\$	
Timed Electric Lock System (does not include chase door)				\$	
Exterior Frostproof Hose Bib with Box				\$	
Paper Towel Dispenser (each)	Qty:			\$	
Toilet Seat Cover Dispenser (each)	Qty:			\$	
Sanitary Napkin Disposal (each)	Qty:			\$	
Baby Changing Station (each)	Qty:			\$	
CXT Wastebasket (each)	Qty:			\$	
Paint Touch up Kit - Single Color				\$	
Paint Touch up Kit - Two Tone Color				\$	
Total Cost of Selected Accessories from Accessories Price List:					\$
Estimated One-Way Transportation Costs to Site (quote):					\$
Custom Options:					\$
Total Cost per Unit Placed at Job Site: (excludes all taxes)					\$

Estimated monthly payment on 5 year lease

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative

Date



I accept this quote. Please process this order.

Company Name

Customer

Date

OPTIONS

Exterior Color Options:

(For single color mark an X or for two tone combinations use W = Walls / R = Roof.)

☐ Amber Rose	☐ Liberty Tan	☐ Berry Mauve	☐ Sage Green
☐ Toasted Almond	☐ Oatmeal Buff	☐ Buckskin	☐ Rosewood
☐ Sun Bronze	☐ Golden Beige	☐ Mocha Carmel	☐ Malibu Taupe
☐ Sand Beige	☐ Natural Honey	☐ Salsa Red	☐ Java Brown
☐ Pueblo Gold	☐ Cappuccino Cream	☐ Coca Milk	☐ Raven Black
☐ Granite Rock	☐ Georgia Brick	☐ Western Wheat	☐ Nuss Brown
☐ Rich Earth	☐ Charcoal Grey	☐ Hunter Green	☐ Evergreen

Special roof color # _____

Special wall color # _____

Special trim color # _____

(Sage green, hunter and evergreen colors are not available in colored through concrete.)

Rock Color Options:

Basalt Mountain Blend Natural Grey Romana

Roof Texture Options:

Cedar Shake Ribbed Metal

Wall Texture Options:

(For single texture mark an X or for different top and bottom textures use T = Top / B = Bottom.)

Barnwood	Horizontal Lap	Napa Valley Rock	} Can only be used as bottom texture.
Split Face Block	Board & Batt	River Rock	
Stucco/Skip Trowel	Brick	Field Stone	

(Textures not included in CXT's quote are additional cost.)

Door Opener Options:

Non-locking ADA Handle Pull Handle/Push Plate
Privacy ADA Latch Pull Handle/Push Plate w/Slide Lock

Deadbolt Options:

CXT Supplied Customer Supplied: _____
Type & Part Number

Accessible Signage Options:

Men Women Unisex

Paper Holder Options:

2-Roll Stainless Steel 3-Roll Stainless Steel

Notes:



Date: Monday, April 6, 2020
To: Honorable Mayor and City Council
From: Wendy Davis, Parks & Recreation Director

ACTION ITEM

Request:

ACTION ITEM: Request for council to reconsider the action taken February 24, 2020 to award a bid to Hayes construction for the City Park Restroom Project, and reject all bids.

Time Estimate:

Presentation will take approximately 5 minutes. Staff recommends allowing some time for discussion and questions.

Background:

On February 24, 2020, council approved a request to award the bid for the City Park Restroom project to Hayes Construction. Colby Ricks, with Laughlin and Ricks Architects and Park Superintendent Kevin Skelton met with Hayes Construction to identify some cost saving opportunities.

The contract negotiation included some value engineering that resulted in a savings of \$16,567. The proposed contract amount is \$474,645.40 and includes \$2184 for the asphalt pathway, \$11,000 for the camera and installation, and a 5% contingency.

Staff does not feel that this is an appropriate use of cash reserves at this time.

Approval Process:

A simple majority will approve this request.

Budget Impact:

No budgetary impact if approved.

Regulatory Impact:

Approval of this request will reject all bids and allow staff to consider other options.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that under the current circumstances, council approve the request.

Attachments:

None



Date: Monday, April 6, 2020
To: Honorable Mayor and City Council
From: Mitch Humble, Deputy City Manager

ACTION ITEM

Request:

ACTION ITEM: Request to consider and act on a resolution declaring the City's intent to dispose of real property and setting a date for a public hearing.

Time Estimate:

The staff presentation will take about 5 minutes. Additional time may be needed for discussion and to answer questions.

Background:

The City owns several parking lots that provide public parking for downtown visitors, employees, and businesses. The parking lot located at the northwest corner of 2nd Avenue South and Hansen Street South is one of those public parking lots, commonly referred to as the "Red Lot." It is located across the alley from the former Idaho Youth Ranch building, between that building and 2nd Avenue South. The Council may recall that the Urban Renewal Agency of the City of Twin Falls (URA) acquired that building a couple of years ago and has been working since then to put together a redevelopment project for the building.

The URA and a developer partner would like to include the City's Red Lot as part of that proposed redevelopment plan. Nathan Murray, the City's Economic Development Director and the Director of the URA, will be at the meeting tonight to discuss details of the proposed redevelopment plan with the Council. Generally, the plan includes building a parking structure on the Red Lot that would maintain public parking while adding more parking for use of the redevelopment project. The project could also include other uses on upper floors above the parking levels in the structure.

In order to facilitate such an addition to the redevelopment plan, it is proposed to transfer the property from the City to the URA. The URA would then be in a position to include the property in the redevelopment agreement with a developer. The City would like to maintain public parking on the property, so that would be a condition of the transfer.

Approval Process:

In order to dispose of real property, the City must first adopt a resolution declaring the City's intent to do so. That resolution also establishes a date for a public hearing regarding the proposed disposition of real property. In this case, the proposal is to transfer ownership of the property to another tax supported entity, the URA. Following the public hearing, the Council can initiate transfer of the property to the URA. A resolution has been prepared and is attached for your review. The resolution sets a public hearing date of Monday, April 27, 2020 at 6:00 pm. A simple majority vote of the Council is needed to adopt the attached resolution.

Budget Impact:

Should the Council approve the request to adopt the attached resolution, staff will publish a public hearing notice in the newspaper. There will be a minor cost for that notice publication. The presentation and discussion at the public hearing will include information about the potential for the City to receive some value for the property from the URA.

Regulatory Impact:

Adoption of the resolution will declare the City's intent to dispose of real property and set a date for a public hearing.

History:

N/A

Analysis:

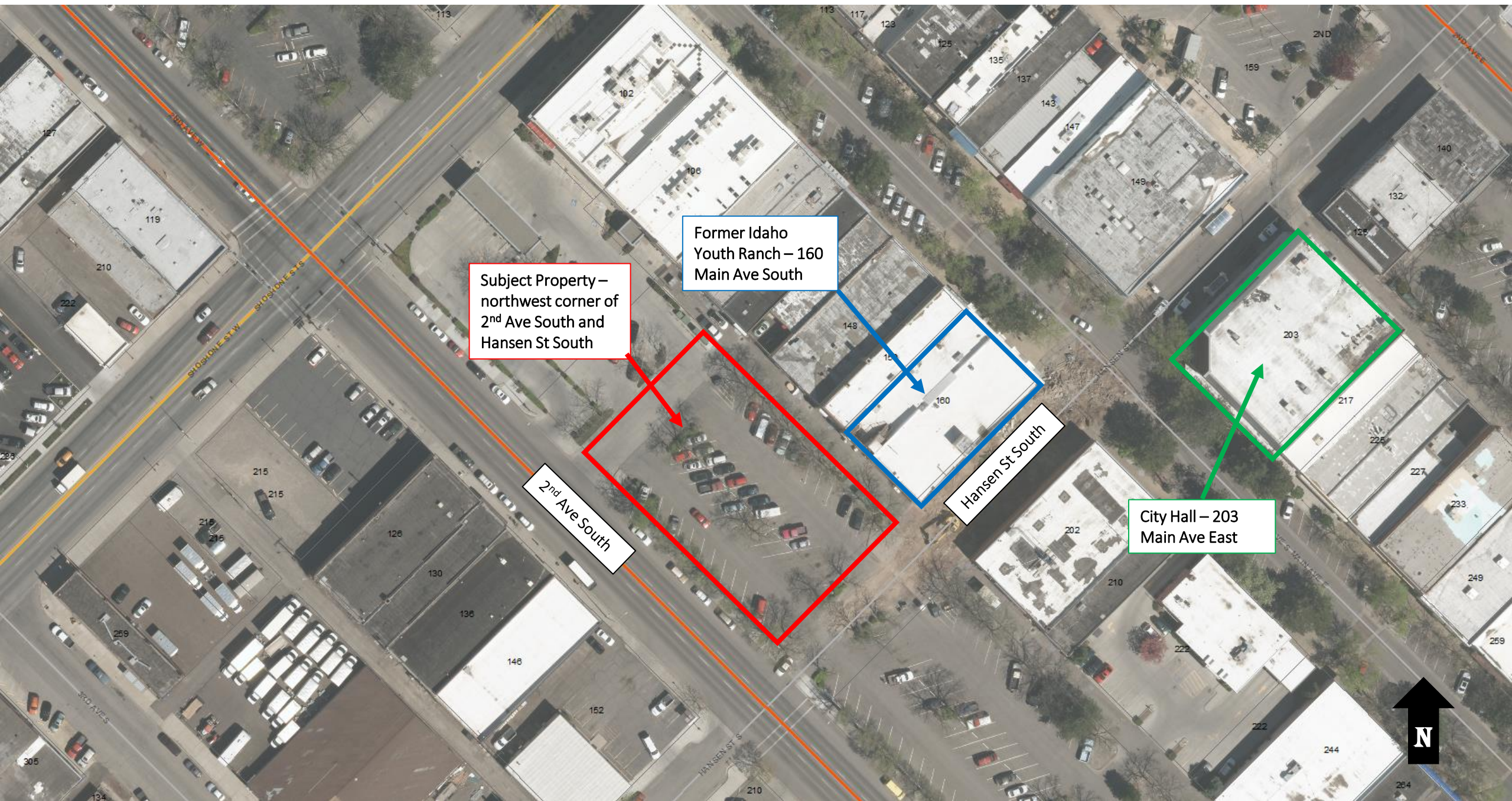
N/A

Conclusion:

Staff recommends that the City Council adopt the attached resolution as presented.

Attachments:

1. Red Lot - Location Map
2. Red Lot - Resolution Intend to Dispose of Property



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, DECLARING THE INTENTION OF THE CITY TO CONVEY CERTAIN REAL PROPERTY TO URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, AND SETTING A DATE FOR A PUBLIC HEARING.

WHEREAS, The City of Twin Falls owns a parcel of land containing a parking lot, referred to as the “Red Lot,” which provides parking for downtown visitors, businesses, and employees, and which is not needed for the City’s public purposes; and,

WHEREAS, The Urban Renewal Agency of the City of Twin Falls wishes to acquire the subject property to aid in an economic development project on an adjacent property.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TWIN FALLS, IDAHO:

Section 1: That the City of Twin Falls hereby declares its intention to convey that parcel of real property, legally described below, containing the “Red Lot” parking lot, to the Urban Renewal Agency of the City of Twin Falls, for the purpose of advancing an economic development project, pursuant to Idaho Code § 50-1403(4):

Lot 25, excluding the northwest 1 foot; and lots 26 through 32, Block 103, Twin Falls Townsite Subdivision, Twin Falls County, Idaho.

Section 2: That the City Council will conduct a public hearing on the conveyance on Monday, April 27, 2020, at 6:00 PM in Council Chambers, 203 Main Ave East, Twin Falls, Idaho.

Section 3: That this Resolution of Intention be published in the Times News at least 14 days before the April 27, 2020, public hearing date.

PASSED BY THE CITY COUNCIL
SIGNED BY THE MAYOR

April 6, 2020.
April 6, 2020.

Mayor Suzanne Hawkins

ATTEST:

Deputy City Clerk

PUBLISH: April 9, 2020