



Twin Falls City Council Agenda

Monday, May 18, 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 May 7-13, 2020.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve the May 11, 2020, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing Pheasant Meadows Subdivision No. 3.
By: Mark Holtzen, City Engineer
 - d) **ACTION ITEM:** Request to approve a Trust Agreement for Pheasant Meadows Subdivision No. 3, placing all lots in trust.
By: Mark Holtzen, City Engineer
 - e) **ACTION ITEM:** Request to approve the Final Plat for Wilcox Building Condominium to allow for the subdivision of a building into 3 units located at 710 Fillmore Street.c/o Chris Street Harper Leavitt Engineering, Inc. (PZ20-0052)
By: Jonathan Spendlove, Planning & Zoning Director
 - f) **ACTION ITEM:** Request from the Twin Fall School District to waive building permit fees for construction of a wrestling facility at Twin Falls High School.
By: Mitch Humble, Deputy City Manager
 - g) **ACTION ITEM:** Request to approve the 2020 Downtown Farmer's Market.
By: Sergeant Ryan Howe, Police Department
- 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:** Request to award a contract for Zone 8 GSB-Friction Seal ®.
By: Jon Caton, Public Works Director
- c) **ACTION ITEM:** Request to award the City of Twin Falls 2020 School Sidewalk Project to Extreme Excavation, Inc. of Twin Falls, in the amount of \$454,751.50.
By: Erin Steel, Staff Engineer
- d) **ACTION ITEM:** Request to change appropriated capital dollars to purchase a new pool vacuum for the City Pool.
By: John Pauley, Aquatics Director
- e) **ACTION ITEM:** Request to use contingency funds to convert the City Pool showers and sinks from geothermal water to city water.
By: John Pauley, Aquatics Director
- f) **ACTION ITEM:** Request to adopt an ordinance for a Zoning District Change with a Zoning Development Agreement for the Twin Falls County West to rezone from C1 & CRO ZDA for property located at 630 Addison Avenue West. (PZ 19-0167)
By: Jonathan Spendlove, Planning & Zoning Director
- g) **ACTION ITEM:** Request to adopt an ordinance for a Zoning District Change with a Zoning Development Agreement for Bach Investments, LLC to rezone from C-1 PUD to C-1 CRO ZDA for property located west of and adjacent to Canyon Crest Drive, north of Pole Line Road aka Westpark Commercial No. 11 a PUD. c/o Tim Vawser on behalf of Bach Investments, LLC. (PZ20-0001)
By: Jonathan Spendlove, Planning & Zoning Director
- h) **ACTION ITEM:** Review of proposed changes to Title 3 Business Regulations - Chapter 18 Commercial Vending.
By: Jonathan Spendlove, Planning & Zoning Director, Janie Higgins, Accounting Specialist
- 6) **GENERAL PUBLIC INPUT:** To provide public input to the City Council please send to:
Citizeninput@tfid.org
- 7) **ADVISORY BOARD REPORT/ANNOUNCEMENTS**
- 8) **PUBLIC HEARINGS:** None
- 9) **ADJOURNMENT**

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

Public Input Procedures

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

Public Hearing Procedures for Zoning Requests

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

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



Twin Falls City Council Minutes

Monday, May 11, 2020, 5:00 PM

City 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 (By Phone), Craig Hawkins, Greg Lanting, Christopher Reid (By Phone) & Nikki Boyd (By Phone).

Absent:

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Mitch Humble, City Attorney Shayne Nope, CFO Lorie Race, Police Chief Craig Kingsbury, Sergeant Ryan Howe, Airport Manager William Carberry, Parks & Recreation Director Wendy Davis, 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) Peace Officers Memorial Day and Police Week - Request made by the Twin Falls Police Department

Mayor Hawkins read the Peace Officers Memorial Day and Police Week Proclamation.

Mayor Hawkins presented the Proclamation to **Police Chief Kingsbury**.

4) CONSENT CALENDAR

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

- a) **ACTION ITEM:** Request to approve the Accounts Payable for April 30 to May 6, 2020.
- b) **ACTION ITEM:** Request to approve the May 4, 2020, City Council Minutes.
- c) **ACTION ITEM:** Request to approve the Findings of Fact and Conclusion of Law for El Milagro Subdivision Final Plat.
- d) **ACTION ITEM:** Request to approve the Twin Falls High School, Canyon Ridge High School, and Xavier Charter School Graduation events.

5) ITEMS OF CONSIDERATION

- a) **PRESENTATION:** Presentation by Joshua W. Kern M.D., Vice President of Medical Affairs, St. Luke's Health System.

Mayor Hawkins introduced Dr. Kern, Vice President of Medical Affairs, St. Luke's Health System.

Discussion ensued on the following:

Mayor Hawkins: Asked for clarification on Twin Falls being the leader of new confirmed cases

Council Member Barigar: Asked how the numbers were over this last weekend. How much testing is taking place statewide?

Mayor Hawking: What is the average turnaround time for testing? Are you seeing a higher or lower number of people testing?

Mayor Hawkins thanked Dr. Kern for his presentation.

- b) **ACTION ITEM:** Request to use contingency funds to upgrade park restrooms with hand washing amenities.

P&R Director Davis requested to use contingency funds to upgrade park restrooms with hand washing amenities.

Amount Requested: \$52,357.00

Discussion ensued on the following:

Council Member Hawkins: Would this price include the plumbing and electrical?

Vice Mayor Pierce: Encourage the City to try to get reimbursed for this expenditure **Council**

Member Barigar: What is the timeline, and will you wait till they are made before opening them back up?

MOTION: Vice Mayor Pierce moved to approve the request to use contingency funds to upgrade park restrooms with hand washing amenities. **Council Member Hawkins** 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 a SkyWest lease amendment deferring rent/fee payments until September 15, 2020.

Airport Manager Carberry requested to approve a SkyWest lease amendment deferring rent/fee payments until September 15, 2020.

Discussion ensued on the following:

Council Member Reid: Are they up to date with their lease agreement currently.

Council Member Lanting: Have other communities discontinuing flights completely?

Vice Mayor Pierce: What is the exact dollar amounts?

Council Member Lanting: What are they doing with our current employees at the airport?

MOTION: Council Member Reid moved to approve a SkyWest lease amendment deferring rent/fee payments until September 15, 2020. **Council Member Boyd** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- d) **ACTION ITEM:** Request to approve Happy Landing Restaurant's request to excuse 3-months' rent (April-June) due to the restaurants need to close or limit services during the pandemic response.

Airport Manager Carberry requested to approve Happy Landing Restaurant's request to excuse 3-month's rent (April-June) due to the restaurants need to close or limit services during the pandemic response.

Discussion ensued on the following:

Mayor Hawkins: Spoke about supporting the airport restaurant as we return to normal **Council**

Member Barigar: Would this be eligible to the CARES program? Would any other leasers possibly be coming forward for assistance?

MOTION: Council Member Barigar moved to approve Happy Landing Restaurant's request to excuse 3-month's rent (April-June) due to the restaurants need to close or limit services during the pandemic response. **Vice Mayor Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- e) **ACTION ITEM:** Request to approve a Federal Airport CARES grant offer for \$1,193,730.00.
Airport Manager Carberry requested to approve a Federal Airport CARES grant offer for \$1,193,730.00.

Discussion ensued on the following:

Vice Mayor Pierce: Who calculated these formulas? Are you comfortable with the amount?

Council Member Hawkins: Are there any restrictions to the use of this money?

MOTION: **Council Member Reid** moved to approve a Federal Airport CARES grant offer for \$1,193,730.00. **Council Member Lanting** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- 6) **GENERAL PUBLIC INPUT:** To provide public input to the City Council please send to:
Citizeninput@tfid.org
- 7) **ADVISORY BOARD REPORT/ANNOUNCEMENTS**
- 8) **PUBLIC HEARINGS:** None
- 9) **ADJOURNMENT**
The meeting adjourned at 05:51 PM

Amy Luna, Finance Administrative Assistant



Date: Monday, May 18, 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 Pheasant Meadows Subdivision No. 3.

Time Estimate:

N/A

Background:

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

Approval Process:

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

Budget Impact:

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

Regulatory Impact:

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

History:

N/A

Analysis:

N/A

Conclusion:

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

Attachments:

1. Improvement Agreement

IMPROVEMENT AGREEMENT

for DEVELOPMENTS

This Agreement made and entered into this ____ day of ____, 20____, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and ____ Richard Jordan hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Pheasant Meadows Subdivision Phase 3.

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

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

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

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

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

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

W I T N E S S E T H

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

I.

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

II.

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

a. Surety Bond

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

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

III.

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

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

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

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

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

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

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

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

IV.

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X

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

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

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

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

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

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

XI.

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

PUBLIC WAYS

(a) Required Improvements

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

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

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

(b) City Costs

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

(c) Required Inspections and Testing

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

WATER SYSTEM

(a) Required Improvements

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

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

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

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

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

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

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

(b) City Costs

- (1) None.

(c) Required Inspections

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

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

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

(b) City Costs

(1) None.

(c) Required Inspections and Testing

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

STORM DRAINAGE SYSTEM

(a) Required Improvements

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

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

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

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

(b) City Costs

(1) None.

(c) Required Inspections and Testing

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

GRAVITY IRRIGATION SYSTEM

(a) Required Improvements

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

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

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

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

PRESSURE IRRIGATION SYSTEM

(a) Required Improvements

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

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

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

- (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

- 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
Richard Jordan

Richard T Jordan

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

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

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

Notary Public for Idaho
Residing

CORPORATION

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

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public for Idaho, personally appeared _____, known or identified to me (or proved to me on the oath of _____) to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the

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

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

Notary Public for Idaho

Residing _____

PARTNERSHIP

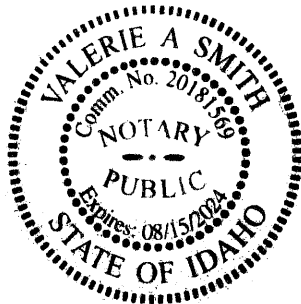
STATE OF IDAHO)

)ss.

County of Twin Falls)

On this 16TH day of MARCH, 2020, before me, the undersigned, a Notary Public for Idaho, personally appeared RICHARD L. JORDAN, known or identified to me (or proved to me on the oath of _____) to be one of the partners in the partnership of OFCO INVESTMENTS, LLC and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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



Notary Public for Idaho
Residing TWIN FALLS, ID
EXPIRES: 8.15.2024

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

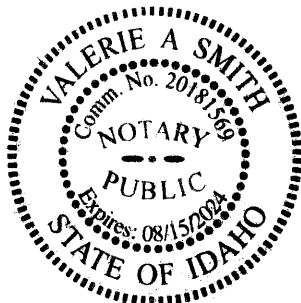
Developer
Richard Jordan

Richard L Jordan

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

On this 16th day of MARCH, 2020, before me, the undersigned, a Notary Public for Idaho, personally appeared RICHARD L. JORDAN, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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



Janice R
Notary Public for Idaho

Residing TWIN FALLS, ID

EXPIRES: 8.15.2024



Date: Monday, May 18, 2020
To: Honorable Mayor and City Council
From: Mark Holtzen, City Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to approve a Trust Agreement for Pheasant Meadows Subdivision No. 3, placing all lots in trust.

Time Estimate:

N/A

Background:

Pheasant Meadows Subdivision No. 3, is located in the 1500 S block of Kenyon Road. The developer is requesting to place the aforementioned lots in trust in lieu of constructing the improvements or providing a financial guarantee.

Approval Process:

N/A

Budget Impact:

None

Regulatory Impact:

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

History:

N/A

Analysis:

N/A

Conclusion:

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

Attachments:

1. Trust Agreement - Pheasant Meadows No. 3
2. Final Plat - Pheasant Meadows No. 3
3. Aerial Image - Pheasant Meadows No. 3

TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this _____ day of _____, 2020, by and between **OFCO INVESTMENTS, LLC, an Idaho Limited Liability Company** (hereinafter "Trustor"); **TITLEFACT, INC.**, (hereinafter "Trustee"); and the **CITY OF TWIN FALLS, IDAHO** (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

WITNESSETH:

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

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

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

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

Lots 1, 2, 3, 4, 5, 6, 7, 8, and Lots 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40, Block 13;

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

Lots 2, 3, 4, 5, 6, 7, 8, and 9, Block 15 all in **PHEASANT MEADOWS SUBDIVISION PHASE THREE**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.

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

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

Date: _____

Liability Company

TRUSTOR:

OFCO INVESTMENTS, LLC., an Idaho Limited

BY: _____

Richard Jordan, Member

Date: _____

TRUSTEE:

TITLEFACT, INC.

BY: _____

Rudy Ashenbrener, Vice President

Date: _____

BENEFICIARY:
CITY OF TWIN FALLS, IDAHO

BY: _____
Suzanne Hawkins, Mayor

STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2020, before me, a Notary Public in and for said State, personally appeared Richard Jordan, known or identified to me to be a member of the limited liability company of **OFCO INVESTMENTS, LLC.**, and the member who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same in said limited liability company name.

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

Notary Public for Idaho
Residing in
Commission expires

STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2020, before me, the undersigned, Notary Public in and for said State, personally appeared **Rudy Ashenbrener**, known or identified to me to be the Vice President of the said corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at:
My Commission expires:

STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2020, before me, the undersigned, Notary Public in and for said State, personally appeared **Suzanne Hawkins**, known or identified to me to be the Mayor for the City of Twin Falls, Idaho, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same on behalf of the City of Twin Falls, Idaho.

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

Notary Public for Idaho
Residing at:
My Commission expires:

"EXHIBIT A"

PHASE CONTROL DEVELOPMENT NOTICE

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

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

The real property subject to this notice is **PHEASANT MEADOWS SUBDIVISION PHASE THREE** as platted in the records of Twin Falls County, Idaho.

Dated this _____ day of _____, 2020.

OFCO INVESTMENTS, LLC.

BY: _____
Richard Jordan, Member

TITLEFACT, INC.

BY: _____
Rudy Ashenbrener, Vice President

PHEASANT MEADOWS SUBDIVISION PHASE THREE

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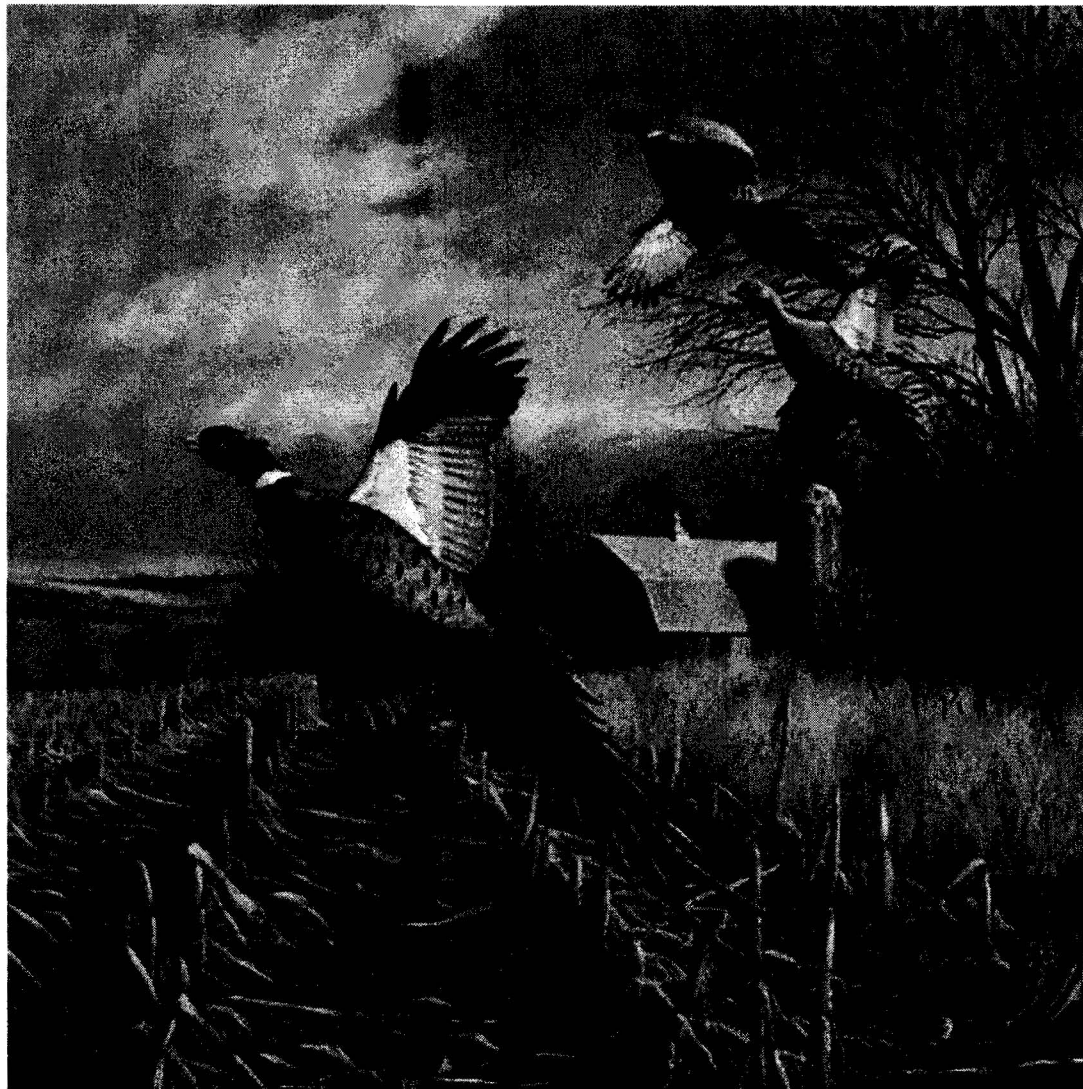
APR 29 2020

CITY OF TWIN FALLS
ENGINEERING DEPT.

Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	11°28'40"	225.00'	45.07'	45.00'	22.61'	S6°15'21"W
C2	11°28'48"	225.00'	45.08'	45.01'	22.62'	S17°44'04"W
C3	22°57'27"	200.00'	80.14'	79.60'	40.61'	N11°59'45"E
C4	19°03'33"	175.00'	58.21'	57.95'	29.38'	N13°56'42"E
C5	67°02'33"	20.00'	23.40'	22.09'	13.25'	N56°59'45"E
C6	24°37'12"	20.00'	8.59'	8.53'	4.36'	S77°10'23"E
C7	19°48'46"	90.00'	31.12'	30.97'	15.72'	N74°46'10"W
C8	32°54'48"	90.00'	51.70'	50.99'	26.59'	S78°52'04"W
C9	32°51'21"	90.00'	51.61'	50.91'	26.54'	S45°58'59"W
C10	30°56'25"	90.00'	48.60'	48.01'	24.91'	S14°05'07"W
C11	23°16'29"	90.00'	36.56'	36.31'	18.54'	S13°01'20"E
C12	24°37'12"	20.00'	8.59'	8.53'	4.36'	N12°20'59"W
C13	90°33'24"	55.00'	86.93'	78.16'	55.54'	S45°14'19"W
C14	90°33'24"	30.00'	47.42'	42.63'	30.29'	S45°14'19"W
C15	89°26'36"	30.00'	46.83'	42.22'	29.71'	S44°45'41"E
C16	89°26'36"	55.00'	85.86'	77.40'	54.47'	S44°45'41"E
C17	24°37'12"	20.00'	8.59'	8.53'	4.36'	N12°16'13"E
C18	20°28'45"	90.00'	32.17'	32.00'	16.26'	S14°20'26"W
C19	33°44'46"	90.00'	53.01'	52.25'	27.30'	S12°46'19"E
C20	31°50'05"	90.00'	50.01'	49.37'	25.67'	S45°33'45"E
C21	31°49'52"	90.00'	50.00'	49.36'	25.66'	S77°23'44"E
C22	20°47'31"	90.00'	32.66'	32.48'	16.51'	N76°17'35"E
C23	24°37'12"	20.00'	8.59'	8.53'	4.36'	S78°12'25"W
C24	85°58'20"	20.00'	30.01'	27.27'	18.64'	N46°29'49"W
C25	0°35'06"	235.00'	2.40'	2.40'	1.20'	S3°13'06"E
C26	26°24'01"	235.00'	108.28'	107.33'	55.12'	S10°16'28"W
C27	26°59'07"	260.00'	122.46'	121.33'	62.39'	S9°58'55"W
C28	86°23'14"	20.00'	30.15'	27.38'	18.78'	N47°19'24"E
C29	18°37'09"	285.00'	92.62'	92.21'	46.72'	N13°26'22"E
C30	0°43'31"	285.00'	3.61'	3.61'	1.80'	N23°06'43"E
C31	112°57'27"	20.00'	39.43'	33.35'	30.19'	N33°00'15"W

LOCATED IN
A PORTION OF
SW⁴SE⁴, SECTION 29,
TOWNSHIP 10 SOUTH, RANGE 17 EAST,
BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO
2020



Health Certificate

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

DISTRICT HEALTH DEPARTMENT, EHS

DATE:

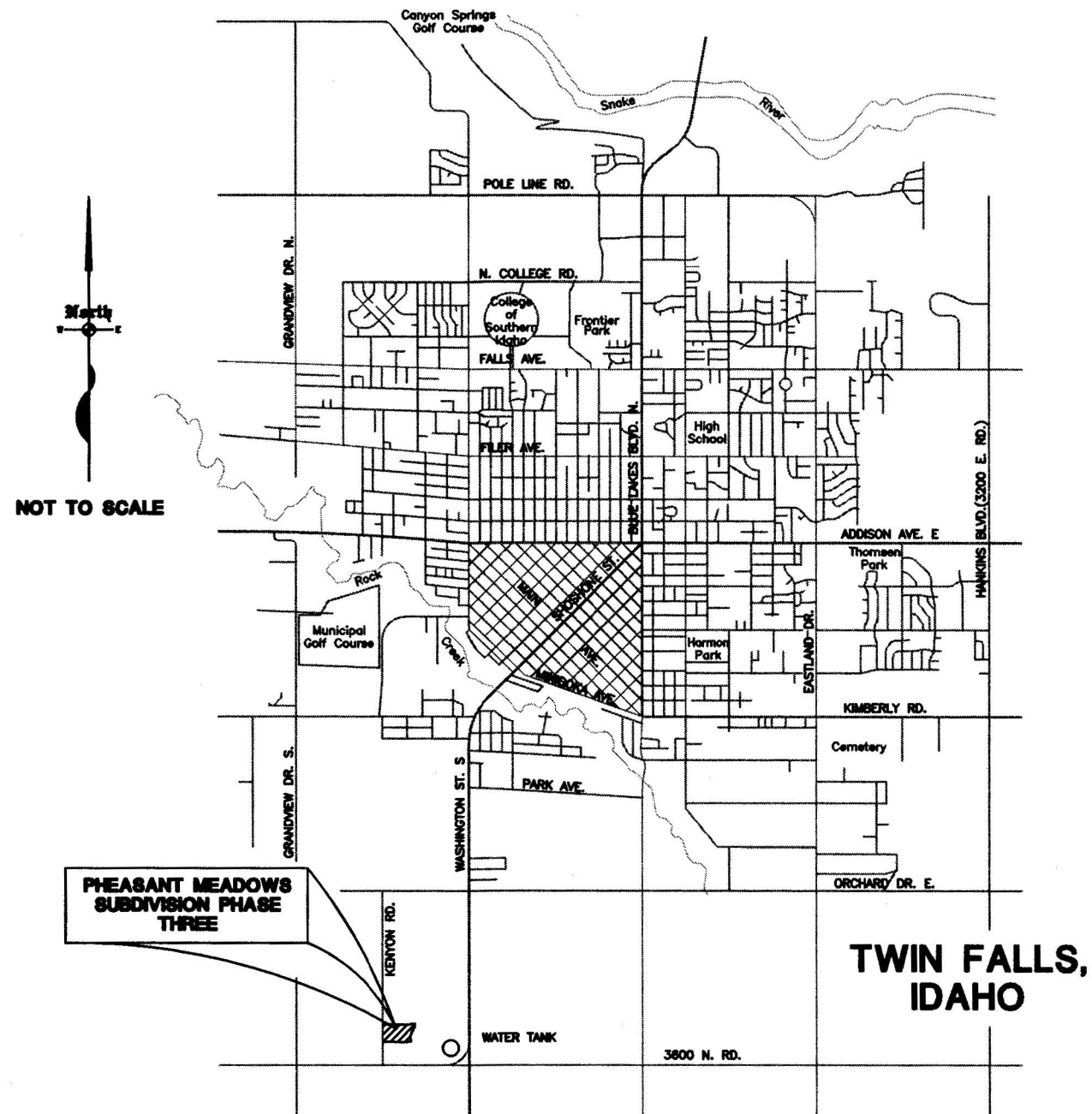
 EHM Engineers, Inc.

Line Table

LINE #	BEARING	DISTANCE
L1	S28°12'51"W	32.73'
L2	S3°30'39"E	15.04'
L3	N89°29'16"W	25.06'
L4	N89°29'16"W	25.06'
L5	N3°30'39"W	7.54'
L6	N89°28'59"W	20.18'
L7	N0°02'23"W	30.58'

Line Table

LINE #	BEARING	DISTANCE
L8	N0°02'23"W	26.39'
L9	S89°28'59"E	26.72'
L10	N65°25'21"E	28.05'
L11	N65°25'41"E	27.60'
L12	S0°31'01"W	11.70'
L13	N28°12'51"E	14.90'
L14	N28°12'51"E	17.83'



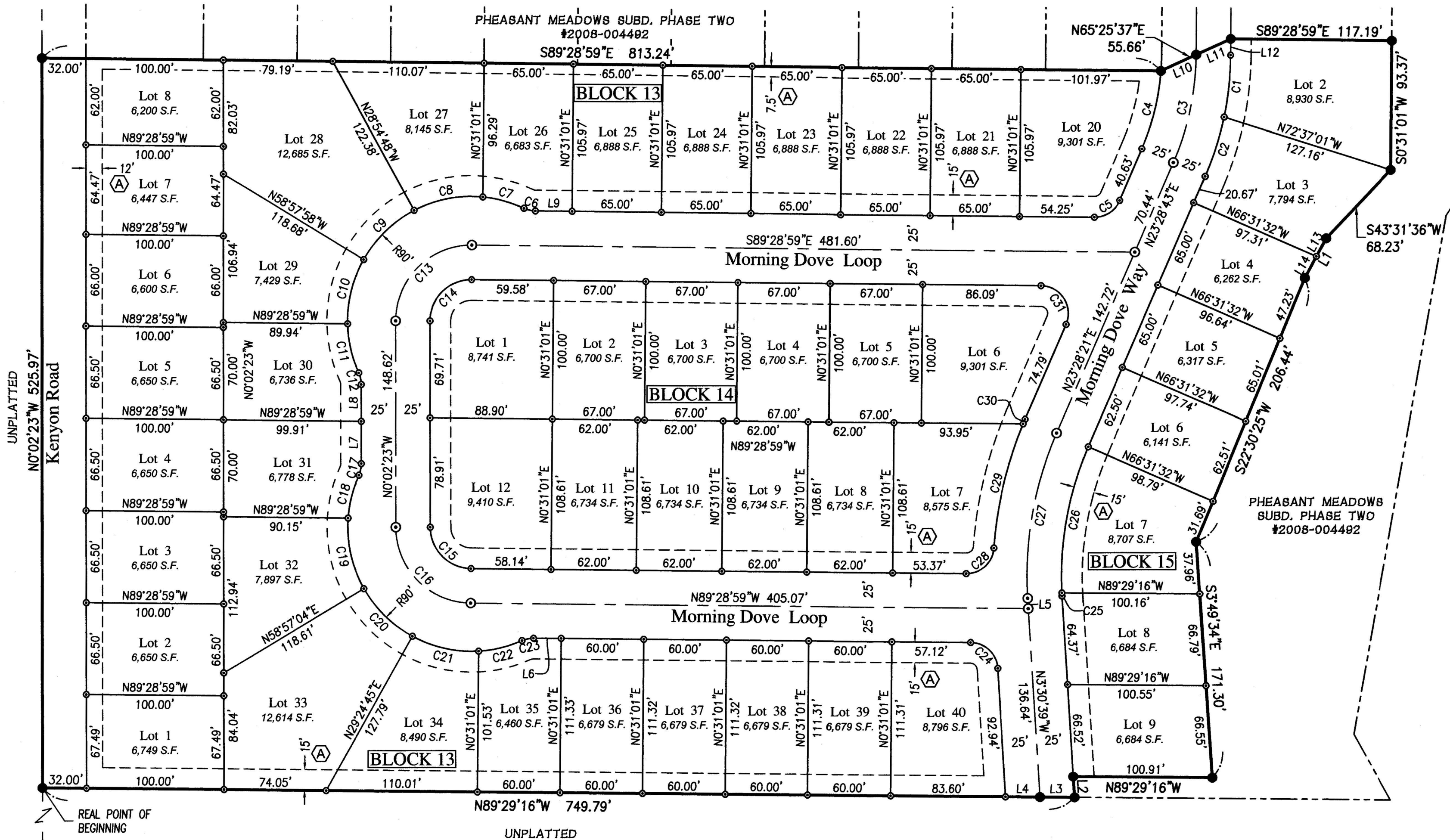
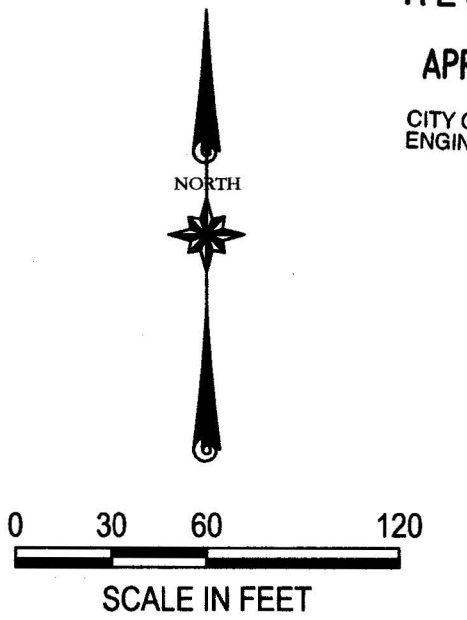
VICINITY MAP



RECEIVED

APR 29 2020

CITY OF TWIN FALLS
ENGINEERING DEPT.



Legend

SUBDIVISION BOUNDARY LINE	—
SECTION LINE	- - -
QUARTER SECTION LINE	- - - - -
UTILITY EASEMENT LINE	- · - · -
ADJACENT PROPERTY LINE	- · - - -
CENTERLINE OF STREET	- · - · -
LOT LINE	- · - · - · -
FOUND BRASS CAP	⊙
FOUND 5/8" REBAR (AS NOTED)	○
FOUND 1/2" REBAR (AS NOTED)	◦
FOUND ALUMINUM CAP	⊠
5/8" x 24" REBAR & CAP TO BE SET - LS 10110	⊙
1/2" x 24" REBAR & CAP TO BE SET - LS 10110	◦
SET 5/8" x 24" REBAR & CAP - LS 10110	●
SET 5/8" REBAR WITH ALUMINUM CAP	◆

UNPLATTED
N0°02'23"W 525.97'
Kenyon Road
N0°02'23"W 525.97'
REAL POINT OF BEGINNING
677.84'
29
32
FOUND 5/8" REBAR
SET ALUMINUM CAP
C.P. #2020-

3600 North Road - State Highway 74
BASIS OF BEARING - SURVEY INST. #2008-004492
S89°29'16"E 2631.52'

FOUND BRASS
CAP IN WELL
C.P. #2010-006781
29
28
32
33

Easement Key

(A) DRAINAGE & UTILITY EASEMENT

Deed References

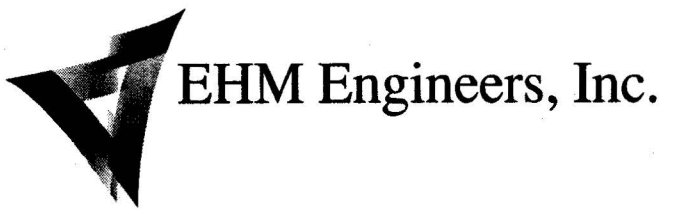
#2007-001894

Survey References

#2019-008718
#2018-017093
#2017-016447
#2016-011800
#2015-018175
#2005-006690 MAGIC VALLEY RANCH PH 7 & 8
#2004-014779 MAGIC VALLEY RANCH PH 6
#2004-004909 MAGIC VALLEY RANCH PH 5
#1997-020160
#1996-018201 MAGIC VALLEY RANCH
#1996-015995
#1996-015991
#1995-016591
#1994-019759 RAINS SUBDIVISION NO. 1
#1994-011623
#1992-011450
#0000-983121
#0000-792382
#0000-746412
#0000-717086 WASHINGTON PARK TOWNHOUSE

Monument Certification

IN ACCORDANCE WITH SECTION 50-1333, IDAHO CODE, THE INTERIOR MONUMENTS ON THIS PLAT SHOWN AS "TO BE SET" SHALL BE SET IN ACCORDANCE WITH SECTION 50-1303, IDAHO CODE, ON OR BEFORE 1 YEAR AFTER THE RECORDATION OF THE FINAL PLAT OR AS DETERMINED BY THE CITY OF TWIN FALLS.



RECEIVED

APR 29 2020

CITY OF TWIN FALLS
ENGINEERING DEPT

CERTIFICATE OF OWNERS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OR REPRESENTATIVE OF THE OWNERS IN FEE SIMPLE OF THE FOLLOWING DESCRIBED PROPERTY, LOCATED IN A PORTION OF SW4 SE4, SECTION 29, TOWNSHIP 10 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO; SAID PROPERTY BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29, SAID POINT LIES NORTH 89°29'16" WEST 2631.52 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 29;
THENCE, ALONG THE WEST BOUNDARY OF SAID SW4 SE4 OF SECTION 29, NORTH 00°02'23" WEST 677.84 FEET AND BEING THE REAL POINT OF BEGINNING;

THENCE, CONTINUING ALONG SAID WEST BOUNDARY, NORTH 00°02'23" WEST 525.97 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN MAP ENTITLED "PHEASANT MEADOWS SUBDIVISION PHASE TWO", RECORDED FEBRUARY 29, 2008, AS INSTRUMENT NO. 2008-004492 IN THE OFFICE OF THE COUNTY RECORDER OF TWIN FALLS COUNTY;
THENCE, ALONG THE SAID BOUNDARY OF SAID MAP, SOUTH 89°28'59" EAST 813.24 FEET;
THENCE, CONTINUING ALONG BOUNDARY, NORTH 65°25'37" EAST 55.66 FEET;
THENCE, CONTINUING ALONG BOUNDARY, SOUTH 89°28'59" EAST 117.19 FEET;
THENCE, CONTINUING ALONG BOUNDARY, SOUTH 00°31'01" WEST 93.37 FEET;
THENCE, CONTINUING ALONG BOUNDARY, SOUTH 43°31'36" WEST 68.23 FEET;
THENCE, CONTINUING ALONG BOUNDARY, SOUTH 28°12'51" WEST 32.73 FEET;
THENCE, CONTINUING ALONG BOUNDARY, SOUTH 22°30'25" WEST 206.44 FEET;
THENCE, CONTINUING ALONG BOUNDARY, SOUTH 03°49'34" EAST 171.30 FEET;
THENCE, CONTINUING ALONG BOUNDARY, NORTH 89°29'16" WEST 100.91 FEET;
THENCE, CONTINUING ALONG BOUNDARY, SOUTH 03°30'39" EAST 15.04 FEET;
THENCE, LEAVING SAID BOUNDARY, NORTH 89°29'16" WEST 749.79 FEET TO SAID REAL POINT OF BEGINNING.

THE GROSS AREA CONTAINED IN THIS PLATTED LAND AS DESCRIBED IS 10.79 ACRES.

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

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

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

OFCO INVESTMENTS, LLC, AN IDAHO LIMITED LIABILITY COMPANY

BY: RICHARD L. JORDAN, MEMBER

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF TWIN FALLS } ss

ON THIS _____ DAY OF _____, 2020, AT _____ M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED RICHARD L. JORDAN, KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF OFCO INVESTMENTS, LLC, AN IDAHO LIMITED LIABILITY COMPANY, THE LIMITED LIABILITY COMPANY THAT EXECUTED THIS CERTIFICATE OR THE PERSON WHO EXECUTED THE CERTIFICATE ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

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

NOTARY PUBLIC

RESIDING AT

COMMISSION EXPIRES



APR 29 2020

CITY OF TWIN FALLS
ENGINEERING DEPT.

CERTIFICATE OF SURVEYOR

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



APPROVAL OF CITY COUNCIL

THIS PLAT WAS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF TWIN FALLS, IDAHO AT THEIR MEETING ON THIS _____ DAY OF _____, 2020.

MAYOR _____

CITY CLERK _____

APPROVAL OF CITY ENGINEER

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

CITY ENGINEER _____

ATTEST _____

COUNTY SURVEYOR'S CERTIFICATE

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

GEORGE A. YERION
PROFESSIONAL LAND SURVEYOR

PLS# _____

DATE _____

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

ON THIS _____ DAY OF _____, 2020, AT _____ M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GEORGE A. YERION, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

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

NOTARY PUBLIC _____

RESIDING AT _____

COMMISSION EXPIRES _____

COUNTY TREASURER'S CERTIFICATE

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

COUNTY TREASURER _____

DATE _____

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO. _____

STATE OF IDAHO }
COUNTY OF TWIN FALLS } ss

ON THIS _____ DAY OF _____, 2020, AT _____ M., THE FOREGOING PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF TWIN FALLS COUNTY, IDAHO AND DULY RECORDED IN PLAT BOOK _____, ON PAGE _____.

DEPUTY _____

EX-OFFICIO RECORDER _____

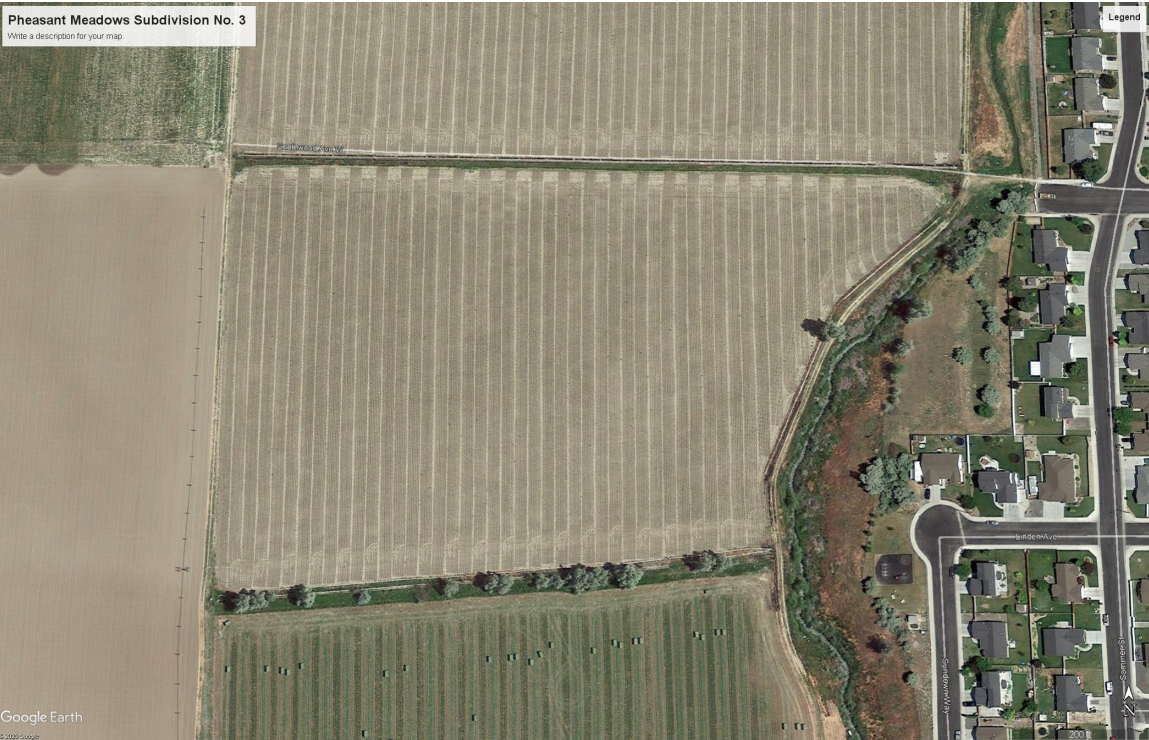
Pheasant Meadows Subdivision No. 3

Write a description for your map.

Legend

Google Earth

© 2006 Google



CONDOMINIUM INFORMATION

3 UNITS
UNIT 1: 3,177 SQ. FT.
UNIT 2: 3,035 SQ. FT.
UNIT 3: 2,294 SQ. FT.
COMMON SPACE: 1.07 ACRES
TOTAL ACREAGE: 1.26 ACRES

LEGEND

- 1/4 Section Corner Control
- Found 1/16 Section Corner Control, As Noted
- Found 1/2" Iron Rod As Noted
- SET 1/2" Iron Rod With Plastic Cap PLS 12224
- Found 5/8" Iron Rod With Aluminum Cap As Noted
- P.O.B. Point of Beginning
- (R) Per Record Deed Inst. No. 2018019727
- Section Line
- Condominium Boundary Line

WILCOX BUILDING

PURSUANT TO IDAHO CODE, TITLE 55 CHAPTER 15,
WHEREIN PART OF LOT 2 BLOCK 1 OF THE FRED MEYER SUBDIVISION
TO BE CONVERTED INTO A CONDOMINIUM PROJECT AS SHOWN.
LOCATED WITHIN THE NE1/4NE1/4 OF SECTION 9, T. 10 S., R. 17 E.B.M.
CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO

November 2019



RECEIVED
MAR 19 2020
CITY OF TWIN FALLS
ENGINEERING DEPT.

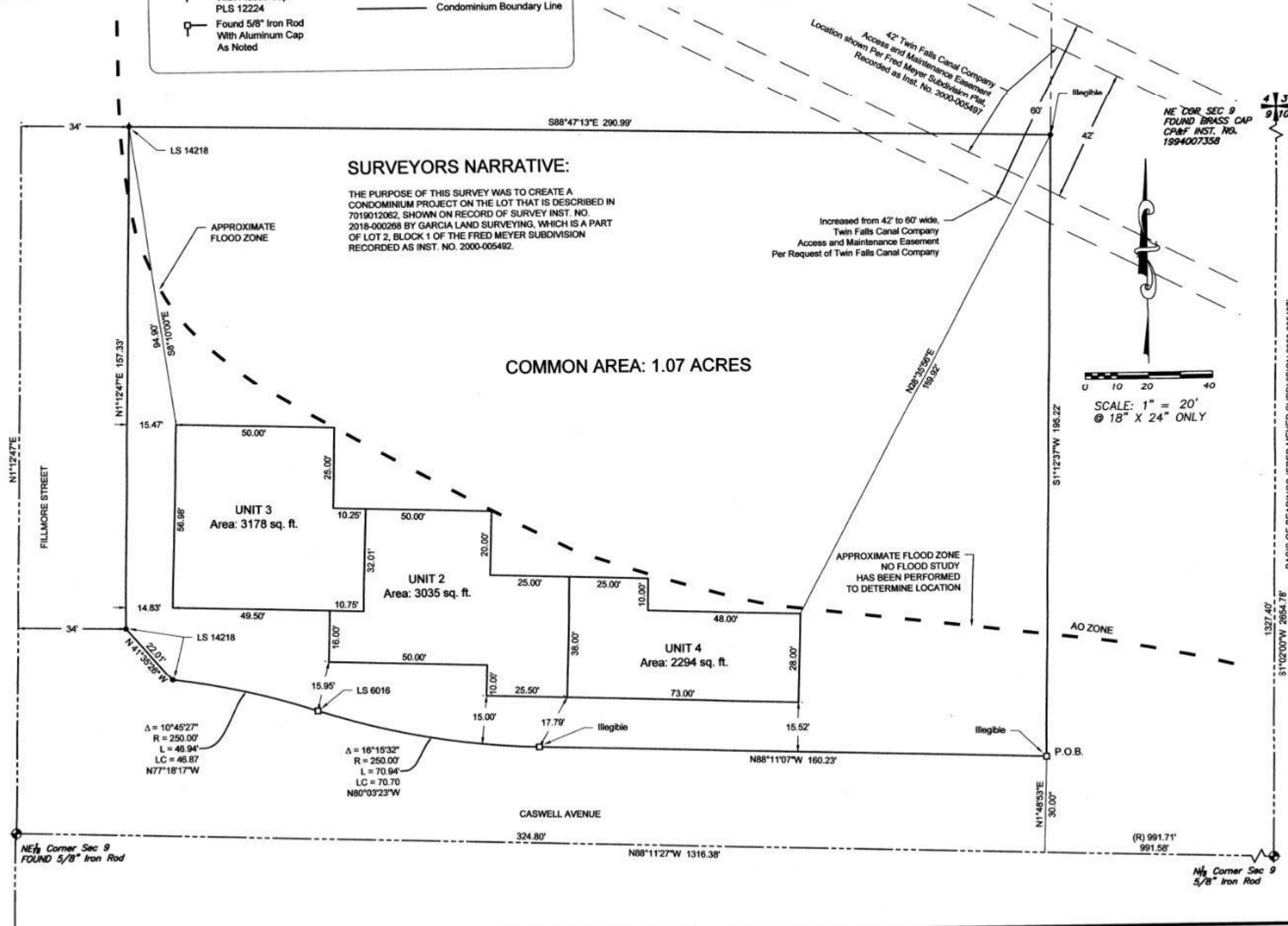
CIVIL & STRUCTURAL ENGINEERING
MATERIALS TESTING & LAND SURVEYING
101 S. Park Avenue, Idaho Falls, ID 83402, (208)524-0212
800 W. Judicial Street, Blackfoot, ID 83221, (208)785-2977
460 Lincoln Street, American Falls, ID 83211, (208)226-5764

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SURVEYORS NARRATIVE:

THE PURPOSE OF THIS SURVEY WAS TO CREATE A CONDOMINIUM PROJECT ON THE LOT THAT IS DESCRIBED IN 7019012062, SHOWN ON RECORD OF SURVEY INST. NO. 2018-000268 BY GARCIA LAND SURVEYING, WHICH IS A PART OF LOT 2, BLOCK 1 OF THE FRED MEYER SUBDIVISION RECORDED AS INST. NO. 2000-005492.

COMMON AREA: 1.07 ACRES



CONDOMINIUM PLAT
WILCOX BUILDING
SEC. 9, T. 10 S., R. 17 E.B.M.
TWIN FALLS COUNTY, IDAHO

SHEET NO. 1
OF 2 SHEETS



Comprehensive Staff Report

To: City Council

Presenter: Jonathan Spendlove, Planning & Zoning Director

Request: for approval of the Final Plat for Wilcox Building **Condominium** to be subdivided into 3 units located at 710 Fillmore Street.

Application: PZ20-0052

Applicant:

Sharla Wilcox

Representative:

Harper Leavitt Engineer, Inc.
800 W Judicial Street
Blackfoot, ID 83221

Public Meeting: November 19, 2019

Analysis

This is a request for approval of the Final Plat for Wilcox Building **Condominium** to be subdivided into 3 units located at 710 Fillmore Street.

This final plat complies with the standards as set forth in the City's General Subdivision Provision of Title 10, Chapter 12, Section 4, all regulations regarding C-1 zoning development standards, and the 2016 comprehensive plan. All general criteria for approval have been met, per State Statute 50-13.

After the approval or conditional approval of the preliminary plat, the subdivider may cause the total parcel, or any part thereof, to be surveyed, and a final plat prepared in accordance with the approved preliminary plat.

History

This property is located with the C-1 zone. It is a parcel located at the southwest corner of the Fred Meyer Shopping Complex.

In May 2019 the applicant applied for a building permit to construct a building an office building on site. The building is under construction and soon to be completed. This request will allow the applicant to subdivide the building into 3 condo spaces.

Approval Process

As per Twin Falls City Code 10-12-2-4

(F) Council Action: The council, at its next meeting following receipt of the administrator's report, shall consider the commission's findings and comments from concerned persons and agencies to arrive at a decision on the final plat. The council shall approve, approve conditionally, disapprove or table the final plat for additional information. A copy of the approved

plat shall be filed with the administrator.

Comprehensive Plan Compliance

The 2016 Comprehensive Plan "Grow With Us" designates this area as Rural Residential therefore staff has determined this request complies with the 2016 comprehensive plan.

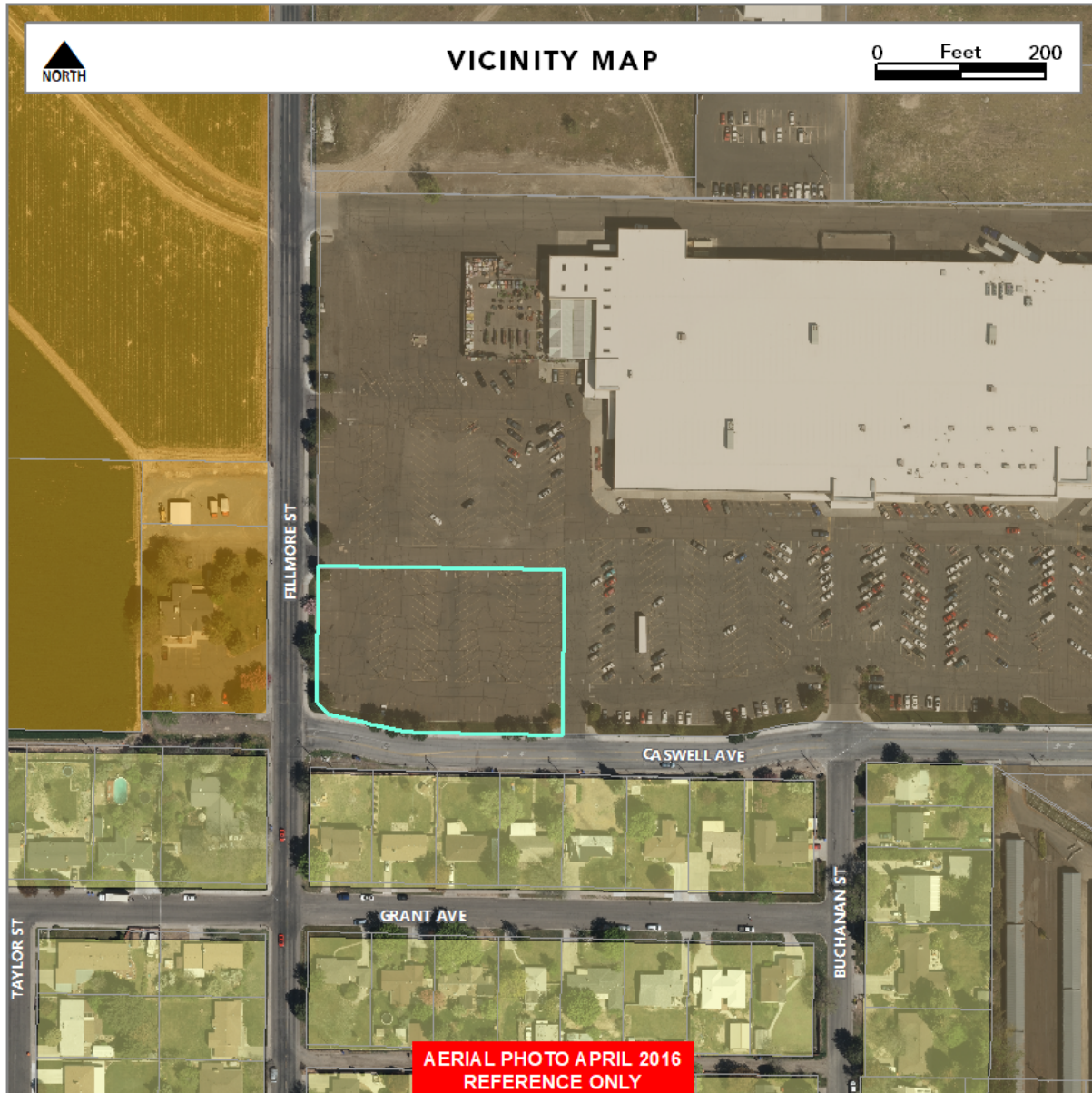
Conclusion

Should the Commission approve this request as presented, staff recommends approval be subject to the following conditions:

1. Subject to final technical review and amendments as required by building, engineering, fire, and zoning officials to ensure compliance with all applicable city code requirements and standards.

Attachments

1. Vicinity Map
2. Final Plat



- C-1
- R-4
- R-2

Current Zoning: C-1

Comprehensive Plan: Commercial

Existing Land Use: Under Construction

Proposed Land Use: Commercial

Surrounding Zoning Designations & Land Use(s)

North: Commercial, Fred Meyer

East: Commercial, Fred Meyer

South: Residential, Caswell Avenue

West: Residential

Applicable Regulations

10-1-4, 10-1-5, 10-4-8, 10-12-4



Date: Monday, May 18, 2020
To: Honorable Mayor and City Council
From: Mitch Humble, Deputy City Manager

ACTION ITEM

Request:

ACTION ITEM: Request from the Twin Fall School District to waive building permit fees for construction of a wrestling facility at Twin Falls High School.

Time Estimate:

This item is on the consent agenda, so no presentation is planned.

Background:

A group of community members has gathered together to raise funds for the construction of a wrestling facility at Twin Falls High School. The plan is to build a 4,000 square foot free standing metal building near the football practice field on the west side of the campus. The District will soon apply for the building permit to construct the facility. Since the building is being constructed with donated funds, the District has requested that the City waive the permit fees for the building in an effort to keep costs down. See the attached letter with the waiver request from the District.

The City and the District have a great partnership. We have a shared facility use agreement that saves both the City and District tax dollars. We share resources to provide school resource officers. We often waive small building permit fees for the District on these types of remodel or addition projects. It is important that the City and the District maintain that strong partnership to help save our shared tax payers money. In that spirit of cooperation and partnership, staff supports this request and recommends that the Council approve the request to waive the building permit fees for the wrestling facility to be constructed at Twin Falls High School as requested.

Approval Process:

Approval of this request will require a simple majority vote of the Council.

Budget Impact:

If the Council approves this request, the building permit will be issued to the school district without the collection of permit fees. The amount of fees to be waived are about \$2,500. This amount includes the building permit fee, the building plan review fee, the mechanical permit fee, and the electrical permit fee.

Regulatory Impact:

If approved, the City will not collect the permit fees from the District when the permit is issued.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council waive the building permit fees for the wrestling facility at Twin Falls High School as requested,

Attachments:

1. Letter to City - Permit Waiver for TFHS Wrestling Facility



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

P 208.733.6900
F 208.733.6987
www.tfsd.org

Ryan Bowman. Operations & Educational Technology Director

May 6, 2020

Mr. Mitch Humble
Deputy City Manager of Community Development
203 Main Ave W
Twin Falls, ID 83303

Dear Mitch:

I want to thank you for your support of the Twin Falls School District. Few communities enjoy the high level of cooperation that exists between the City of Twin Falls and the Twin Falls School District #411. We have a shared facilities use agreement and have representation on the various committees within the city and school district. In addition, the city has faithfully waived building permit fees and other fees associated with building projects by the school district. This has allowed the district to maximize our taxpayer dollars to benefit the children of our community. On behalf of the TFSD #411 Board of Trustees, I want to thank the City of Twin Falls for that spirit of cooperation.

The purpose of this letter is to request a waiver of the fees for our new wrestling facility at Twin Falls High School. This project is being funded by the district, as well as many generous donations from great patrons and community members. The fees for this project are around \$2500. Although much of the cost of the project was donated, the waiving of the fees will be a tremendous help to use our dollars in other projects.

Thank you for taking the time to consider this request. The Twin Falls School District thanks the City of Twin Falls for your support and partnership. If you have any questions or require additional information, please call me.

Sincerely,

Ryan Bowman
Operations & Educational Technology Director



Date: Monday, May 18, 2020, Council Meeting

To: Honorable Mayor and City Council

From: Sergeant Ryan Howe, Twin Falls Police Department

Request:

Consideration of a request to approve the 2020 Downtown Farmer's Market.

Time Estimate:

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

Background:

Kathy McRae, representing the downtown merchants, has submitted a special event application requesting to hold the Downtown Farmer's Market in the 100 block of Main Ave North/West. The Downtown Farmer's Market is scheduled to take place every Saturday morning from May 23rd, 2020 through September 26, 2020. The hours will be 9:00 a.m. to 1:00 p.m.

There will be multiple activities associated with this weekly event. There will be vendors set up in the parking spaces in the 100 block of Main Ave. These vendors will be selling food and other items to include crafts, art, apparel, furnishings, etc. The vendors will be required to pay an entry fee to help cover the expenses of the event. Businesses on Main Ave will utilize the sidewalk to sell merchandise. As with other farmer's markets, there will also be fruits, vegetables, produce, meat, and dairy products for sale from local farmers.

The organizers of this event have agreed to implement the following to help reduce risk to attendees and vendors:

1. No more than 30 people in the market at any given time (until larger events are considered safe)
2. Visible ground markings for 6 ft social distancing around every booth space
3. Booths will be spaced 10 ft apart
4. All vendors will be required to wear face masks and disposable gloves, and will not allow customers to touch their goods until those goods are purchased
5. Sanitizer stations will be set up at both entrances of the market, along with in a central location so customers may sanitize in between booths.
6. The market has purchased (2) 55-gallon trash cans to place at either entrance, and Ken Fitzgerald has agreed to let us use his dumpster behind his building to dispose of any waste.
7. Signage at each entrance with specific rules and protocols for the market
8. Volunteers at each entrance and within market to monitor attendance limits and to ensure social distancing is practiced
9. With many restaurants opening up their doors on the 16th, we have asked if our patrons would be allowed to use their restrooms and they have agreed.

If the Governor's "Guidelines for opening Idaho" stage allows, this event will have entertainment with amplified sound. The entertainment will include sidewalk musicians, and on occasion, live bands. There will also be family friendly activities such as bounce houses, a children's train, and kid's movies being shown at the Orpheum Theater.

The organizer recognizes that this event is contingent upon progression through Idaho Governor's "Idaho Rebounds" stages. If this event is approved, the organizer will take all required precautions to safeguard those attending the event and may be required to implement additional safety measures as deemed necessary by Twin Falls City Staff.

Other events similar to this have been allowed to open and operate in the state.

Downtown business owners impacted by this event will be notified and encouraged to participate.

This event will require the closure of the 100 block of Main Ave North/West every Saturday throughout the summer. The organizers are aware of upcoming events such as the Criterion Bicycle race scheduled for August 8, 2020. This event will take place on Main Ave and the Farmers Market organizers will move the event to the surrounding areas on Shoshone St.

Approval Process:

Consent of the Council

Budget Impact:

There is no budgetary impact associated with this event.

Regulatory Impact:

N/A

Conclusion:

Relevant City Staff members have reviewed this Special Events Application request. Based on the information provided, Staff recommends that this event be approved.

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

Attachments:

N/A



Date: Monday, May 18, 2020
To: Honorable Mayor and City Council
From: Jon Caton, Public Works Director

ACTION ITEM

Request:

ACTION ITEM: Request to award a contract for Zone 8 GSB-Friction Seal ®.

Time Estimate:

5 Minute presentation plus time for Council discussion

Background:

On April 20, 2020, City Council approved a Sole Source Resolution for GSB-Friction Seal ®. In accordance with Idaho Code 67-2808(2), the declaration for a Sole Source procurement needs to be advertised at least 2 weeks prior to award. The resolution has been advertised since April 23, 2020 without public comment or objection.

This year, Public Works intends to Friction Seal approximately 241,460 square yards of roadway in Zone 8, which is estimated to be \$694,000. The actual amount invoiced will be based on a unit price cost times the actual amounts of material used. This estimate provides approximately 10% contingency.

The actual cost of the contract will be based on Time & Materials with a **guaranteed** unit price until July 2020. Once approved, Friction Seal will be tentatively scheduled for the last two weeks in June.

Approval Process:

Requires Council Approval

Budget Impact:

Street fund has budgeted \$1.032M this year for Zone 8 Seal Coat Projects. Approximately \$694K will be used for Friction Seal if Council approves Staff's request to award a contract to ASI.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

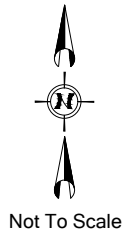
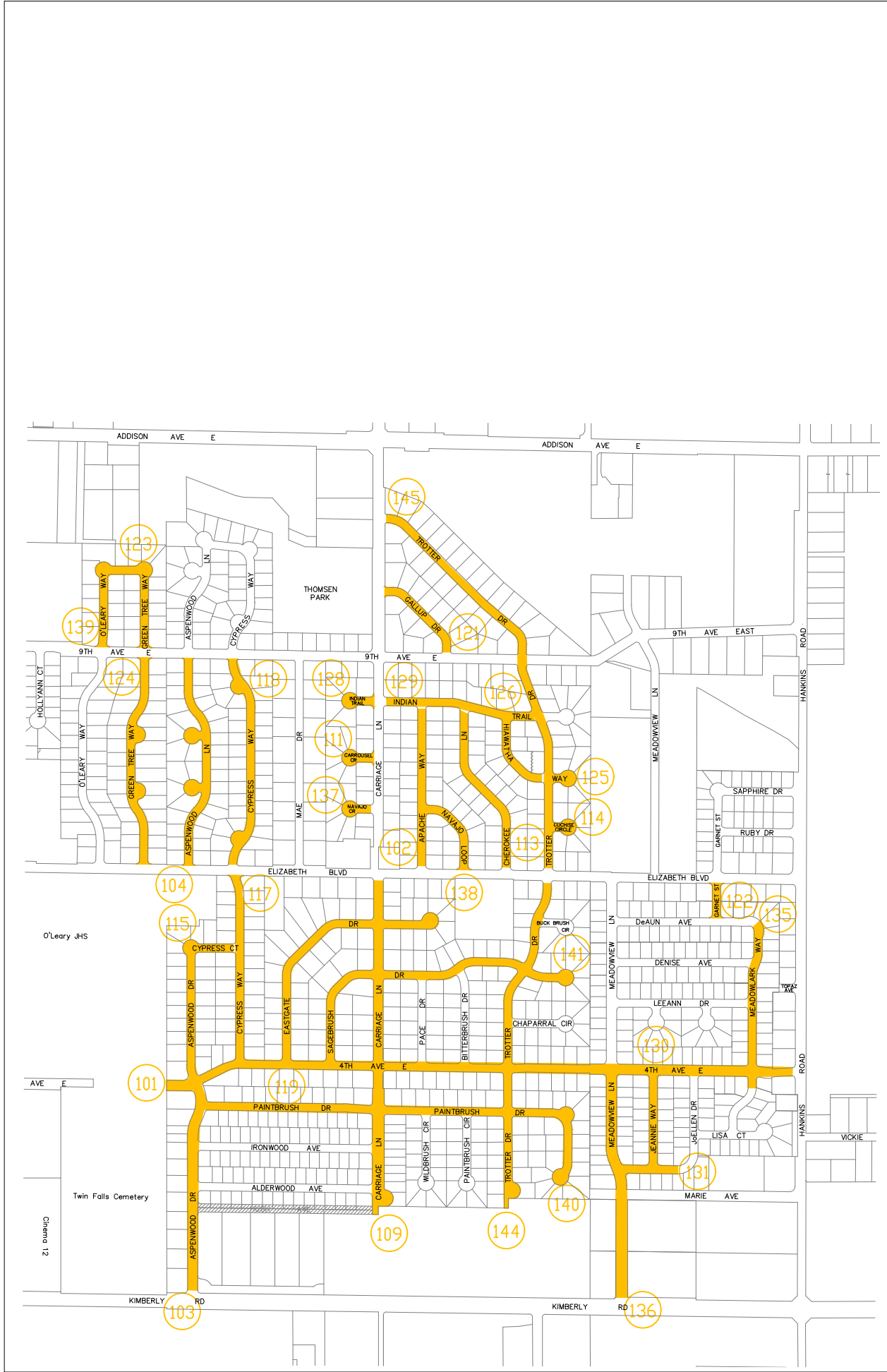
Conclusion:

Staff recommends Council approve this request to award a contract to ASI for Zone 8 GSB-Friction Seal ®.

Attachments:

1. 2020 Friction Seal-11x17

2. Twin-Falls-City_ASI_Quote_Form_FrictionSeal_2020-1



CITY OF
TWIN FALLS
2020
Zone 8
Friction Seal Map

Friction Seal



801-972-2757

Commercial / Agency Quote

Date	Expires*	Prepared By	Quote ID #
4/14/2020	7/14/2020	Name: Rick LaBelle Phone: 208-313-3455	#ASIRL-TFCITY41420

* Price quoted is valid for 90 days.

Company Name	City of Twin Falls, Idaho
Contact Name	Dean Littler
Contact Phone	208-308-7226
Contact Email	dlittler@tfid.org
Project Name	City Streets FrictionSeal
Est. Project Dates	June 15-26
Est. Gallons	57,950 gallons oil/362 tons aggregate (high end); 241,460 sq. yds. to be treated.

Item	GSB-FrictionSeal
Price	Time & Materials Estimate: \$694,000 all-inclusive (oil, aggregate, freight, application); this is on the high end & includes 10% overage – customer will only be billed for actual materials used & time required.

All pricing above is FOB plant and subject to the following:

1. Price quoted is valid for 90 days. ASI will seek to maintain price for longer than 90 days but may increase price after such period if required by increased costs to ASI.
2. Contractor will provide ASI a minimum of 14 working days between the date of the order and the date of pickup. Delivery of orders with less than 14 working days' notice may be subject to delayed shipment due to production schedules.
3. Assignment of product ownership from ASI to customer takes place when product transfers from plant to shipping container.
4. All short- and long-term product storage is the responsibility of the contractor.
5. ASI will only certify products manufactured, diluted & mixed at our designated facilities.

6. Customers storing products in bulk or diluting and mixing them for specific projects are responsible for material certifications.
7. The performance and safety of all products is dependent upon handling, storage and application in strict compliance with the SDS and technical data sheet, ASI's Best Practices Manual, and the particular project specifications.
8. While ASI will assist in facilitating the resolution of any disputes about the performance of services by the freight company and/or the applicator company, it is understood and agreed that the freight company and/or the applicator company will be liable for all costs arising from or related to any deficiency in performance of their services.
9. No credit will be given for returned diluted materials. Restocking fee for returned product will be assessed at 10% of the returned product (based on testing).

Terms Understood and Accepted by:

Name:		Signature:	
Company:		Date:	



Date: Monday, May 18, 2020
To: Honorable Mayor and City Council
From: Erin Steel, Staff Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to award the City of Twin Falls 2020 School Sidewalk Project to Extreme Excavation, Inc. of Twin Falls, in the amount of \$454,751.50.

Time Estimate:

5 Minutes

Background:

During the previous fiscal year, City Council asked staff to complete multiple sidewalk projects throughout the City near schools to create safe routes usable by students. Two locations were selected by Council, both of which are major pedestrian routes lacking sidewalk. The first is Grandview Drive North, from Rock Creek Elementary terminating at an existing sidewalk at Hometowne subdivision. The second location begins at Orchard Drive and extends down the east side of Harrison Street South to El Camino Avenue where kids will cross at the intersection and walk on previously constructed sidewalk the rest of the way to South Hills Middle School.

The project was formally bid and on Friday, May 1, 2020 bids were opened. Three bids were received from Extreme Excavation, Inc., Idaho Materials and Construction, and Kloepper, Inc. The low bidder is Extreme Excavation Inc. with a bid of \$454,751.50, this is approximately 16% lower than the Engineer's Estimate of \$526,658.00. The bid package from Extreme Excavation, Inc. was checked for completeness and no irregularities were found.

Approval Process:

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

Budget Impact:

The funding for this project will use \$453,000 of forgone money from fiscal year 2019 that rolled into reserves. In addition, Council has forgone funds in fiscal year 2020, \$250,000 of which is designated for use on sidewalk projects. The cost and available funds for the sidewalk projects are shown below:

Available funds	
FY19	\$453,000.00
FY20	\$250,000.00
Total	\$703,000.00

Anticipate costs	
Bid cost	\$454,751.50
Design/CEI services	\$163,000.00
Contingency (15%)	\$68,212.73
Total	\$685,964.23

We request approval to use forgone reserves of \$453,000 from FY 19 and the current forgone contribution of \$250,000 to pay for the project.

Regulatory Impact:

None

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends awarding the contract to Extreme Excavation, Inc. in the amount of \$454,751.50 and approving a 15% contingency of \$68,212.73 for use only as deemed necessary by the Engineer.

Attachments:

1. Bid recommendation letter
2. CTF Sidewalks 2020 Bid Tab



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



**THE
LANGDON
GROUP**



**GATEWAY
MAPPING
INC.**

May 11, 2020

Erin Steel, P.E. & Troy Vitek, P.E.
City of Twin Falls Engineering
203 Main Ave East
Twin Falls, ID 83301

RE: Twin Falls School Sidewalks Project - Bid Review

Dear Erin and Troy,

Quotes for the above referenced project were solicited from April 16th through the morning of May 1st when bids were "opened" on Friday, May 1st at 10:05 AM virtually through a Zoom meeting due to COVID-19 restrictions. Three bids were received, and they are summarized below, where Bid Schedule 1 represents the work on Grandview Drive North and Bid Schedule 2 represents the work on Harrison Street South:

Contractor	Bid Schedule 1 Amount	Bid Schedule 2 Amount	Total of Bid Schedules 1 & 2 (\$)	Public Works License
Extreme Excavation, Inc.	\$161,611.00	\$277,650.50	\$439,261.50	C-16975AA-1-2-4
Idaho Materials & Construction	\$169,156.50	\$309,567.50	\$478,724.00	C-11916-U-1-2
Kloepfer, Inc.	\$179,914.64	\$345,983.04	\$525,897.68	C-12180-U-1-2
Engineer's Estimate	\$163,696.00	\$329,102.00	\$492,798.00	N/A

J-U-B has reviewed the bid for compliance with the administrative requirements in the Bid Documents, and did not note any exceptions. A Bid Tabulation summarizing the unit prices is attached to this letter.

Therefore, it is our recommendation that the City award the project to Extreme Excavation, Inc.

If you have any questions or need additional information, please contact me at 733-2414.

Sincerely,

J-U-B ENGINEERS, Inc.

Ivan McCracken, P.E.

Enclosures:

- Bid Tabulation

\\TWINFILES\Public\Projects\JUB\60-19-019 Twin Falls- 2019 School Sidewalks\Text\Bid_Docs\Bid Opening\2020-05-01\20200511_L_BidRecd_Extreme.docx

CTF Sidewalk Projects - Bid Tabulation

Last Updated: 5/6/2020

Date Printed: 5/6/2020

						Bidder Name	Engineer's Estimate		Extreme Excavation, Inc		IMC		Kloepfer, Inc.	
						Address			405 E 300 S Jeome ID, 8338		1310 Addison Ave W Twin Falls, ID 83301		751 Madrona St S Twin Falls, ID 83301	
Bid Schedule 1: Grandview Drive North														
Item No.	Const Note	ISPWC Reference	Description	Unit	Quant	Unit \$	Estimated Cost \$	Unit \$	Bid Price \$	Unit \$	Bid Price \$	Unit \$	Bid Price \$	
1	R1	201.4.1.B.1	Clearing and Grubbing	LS	1	\$ 8,000	\$ 8,000	\$ 1,800.00	\$ 1,800.00	\$ 8,950.00	\$ 8,950.00	\$ 12,009.86	\$ 12,009.86	
2	R2	201.4.1.D.1	Removal of Landscaping and Shrubs	SY	761	\$ 5	\$ 3,805	\$ 3.00	\$ 2,283.00	\$ 4.00	\$ 3,044.00	\$ 3.36	\$ 2,556.96	
3	R3	201.4.1.D.1	Removal of Concrete Sidewalk/Curb	SY	14	\$ 17	\$ 238	\$ 15.00	\$ 210.00	\$ 27.50	\$ 385.00	\$ 20.30	\$ 284.20	
4	R8	201.4.1.F.1	Removal of Tree	EA	4	\$ 1,000	\$ 4,000	\$ 900.00	\$ 3,600.00	\$ 1,350.00	\$ 5,400.00	\$ 900.00	\$ 3,600.00	
5	R9	201.4.1.G.1	Remove and Relocate Mail Box	EA	2	\$ 300	\$ 600	\$ 450.00	\$ 900.00	\$ 430.00	\$ 860.00	\$ 280.00	\$ 560.00	
6	R10	201.4.1.H.1	Removal and On-site Storage of Landscape blocks/pavers	SY	6	\$ 150	\$ 900	\$ 93.00	\$ 558.00	\$ 77.00	\$ 462.00	\$ 100.00	\$ 600.00	
7	R11	202.4.9.A.1	Sawcut Asphalt/Concrete	LF	338	\$ 4	\$ 1,352	\$ 4.50	\$ 1,521.00	\$ 1.75	\$ 591.50	\$ 3.00	\$ 1,014.00	
8	C1	202.4.1.A.1	Excavation	CY	1	\$ 20	\$ 20	\$ 11.00	\$ 11.00	\$ 58.00	\$ 58.00	\$ 67.25	\$ 67.25	
9	C2	202.4.6.A.1	Borrow/Imported Borrow	CY	260	\$ 35	\$ 9,100	\$ 26.00	\$ 6,760.00	\$ 34.50	\$ 8,970.00	\$ 69.96	\$ 18,189.60	
10	C3	307.4.1.K.7	Soft Spot Repair Crushed Aggregate Base (0-10 CY)	CY	10	\$ 80	\$ 800	\$ 48.00	\$ 480.00	\$ 85.00	\$ 850.00	\$ 140.00	\$ 1,400.00	
11	C4	706.4.1.E.1	Concrete Sidewalk, Thickness 4" Concrete over 4" Aggregate	SY	484	\$ 60	\$ 29,040	\$ 60.00	\$ 29,040.00	\$ 55.00	\$ 26,620.00	\$ 56.60	\$ 27,394.40	
12	C5	706.4.1.E.1	Concrete Driveway Approach Per Detail C-503	SY	111	\$ 100	\$ 11,100	\$ 85.00	\$ 9,435.00	\$ 87.00	\$ 9,657.00	\$ 90.00	\$ 9,990.00	
13	C6	706.4.1.H.1	Pedestrian Ramp w/Detectable Warning Domes, Per Corner Detail Sheet C-502	SY	68	\$ 110	\$ 7,480	\$ 70.00	\$ 4,760.00	\$ 87.00	\$ 5,916.00	\$ 125.00	\$ 8,500.00	
14	C9	801.4.1.C.1	1" Minus Uncrushed Aggregate	SY	1034	\$ 10	\$ 10,340	\$ 26.00	\$ 26,884.00	\$ 11.50	\$ 11,891.00	\$ 10.26	\$ 10,608.84	
15	C10	802.4.1.A.1	Crushed Aggregate for Base Type 1 (Road 23" thick)	SY	614	\$ 15	\$ 9,210	\$ 30.00	\$ 18,420.00	\$ 28.00	\$ 17,192.00	\$ 42.94	\$ 26,365.16	
16	C11	810.4.1.A.3	Plant Mix Pavement (3" Thick)	SY	614	\$ 25	\$ 15,350	\$ 22.00	\$ 13,508.00	\$ 19.00	\$ 11,666.00	\$ 20.96	\$ 12,869.44	
17	C13	706.4.1.A.5	Standard 6 inch Vertical Curb and Gutter	LF	278	\$ 27	\$ 7,506	\$ 28.50	\$ 7,923.00	\$ 25.00	\$ 6,950.00	\$ 34.50	\$ 9,591.00	
18	C16	802.4.1.A.1	Crushed Aggregate for Base Type 1 (D/W 8" thick)	SY	69	\$ 15	\$ 1,035	\$ 32.00	\$ 2,208.00	\$ 29.50	\$ 2,035.50	\$ 23.77	\$ 1,640.13	
19	C18	504.4.1.C.1	Miscellaneous Utility, Relocate and/or Adjust to Grade	EA	1	\$ 800	\$ 800	\$ 500.00	\$ 500.00	\$ 1,100.00	\$ 1,100.00	\$ 330.00	\$ 330.00	
20	C25	2060.4.1.A.1	Landscape Repair	SY	86	\$ 150	\$ 12,900	\$ 55.00	\$ 4,730.00	\$ 5.00	\$ 430.00	\$ 130.00	\$ 11,180.00	
21	C26	2060.4.1.A.3	Reset Landscape Pavers to Restore Pathway	SY	3	\$ 250	\$ 750	\$ 210.00	\$ 630.00	\$ 92.50	\$ 277.50	\$ 100.00	\$ 300.00	
22	C27	504.4.1.A.1	Install 4" PVC SCD 40 Sleeve Under Sidewalk	LF	90	\$ 10	\$ 900	\$ 15.00	\$ 1,350.00	\$ 9.90	\$ 891.00	\$ 4.60	\$ 414.00	
23	C30	706.4.1.F.1	Utility Pole Maintenance Collar per Detail Sht C-501	EA	5	\$ 100	\$ 500	\$ 150.00	\$ 750.00	\$ 450.00	\$ 2,250.00	\$ 350.00	\$ 1,750.00	
24	C31	504.4.1.C.3	Install New Sewer Backflow Valve	EA	1	\$ 750	\$ 750	\$ 1,800.00	\$ 1,800.00	\$ 5,500.00	\$ 5,500.00	\$ 450.00	\$ 450.00	
25	-	1103.4.1.A.1	Construction Traffic Control	LS	1	\$ 7,000	\$ 7,000	\$ 8,000.00	\$ 8,000.00	\$ 13,000.00	\$ 13,000.00	\$ 6,700.00	\$ 6,700.00	
26	-	1003.4.1.G.1	SWPPP BMPs	LS	1	\$ 4,000	\$ 4,000	\$ 4,500.00	\$ 4,500.00	\$ 11,000.00	\$ 11,000.00	\$ 3,500.00	\$ 3,500.00	
27	-	2010.4.1.A.1	Mobilization (8% of above listed construction items)	LS	1	\$ 11,800	\$ 11,800	\$ 6,500.00	\$ 6,500.00	\$ 11,000.00	\$ 11,000.00	\$ 5,000.00	\$ 5,000.00	
28	C7	706.4.1.C.1	Curb Turn Fillet and Associated Valley Gutter	SY	34	\$ 130	\$ 4,420	\$ 75.00	\$ 2,550.00	\$ 65.00	\$ 2,210.00	\$ 89.70	\$ 3,049.80	
			Total Costs for Bid Schedule 1:				\$ 163,696		\$ 161,611.00		\$ 169,156.50		\$ 179,914.64	

Bid Schedule 2: Harrison Street South

						Engineer's Estimate		Extreme Excavation, Inc		IMC		Kloepfer, Inc.	
Item No.	Const Note	ISPWC Reference	Description	Unit	Quant	Unit \$	Estimated Cost \$	Unit \$	Bid Price \$	Unit \$	Bid Price \$	Unit \$	Bid Price \$
29	R1	201.4.1.B.1	Clearing and Grubbing	LS	1	\$ 8,000	\$ 8,000	\$ 2,750.00	\$ 2,750.00	\$ 14,000.00	\$ 14,000.00	\$ 15,591.92	\$ 15,591.92
30	R2	201.4.1.D.1	Removal of Landscaping and Shrubs	SY	10	\$ 5	\$ 50	\$ 75.00	\$ 750.00	\$ 130.00	\$ 1,300.00	\$ 10.00	\$ 100.00
31	R5	201.4.4.E.1	Removal of Fence	LF	1432	\$ 2	\$ 2,864	\$ 2.00	\$ 2,864.00	\$ 2.70	\$ 3,866.40	\$ 2.06	\$ 2,949.92
32	R6	201.4.4.E.1	Removal of Irrigation Pipe	LF	1130	\$ 5	\$ 5,650	\$ 3.00	\$ 3,390.00	\$ 5.80	\$ 6,554.00	\$ 6.20	\$ 7,006.00
33	R7	201.4.1.F.1	Removal of Irrigation Structure	EA	1	\$ 500	\$ 500	\$ 500.00	\$ 500.00	\$ 2,150.00	\$ 2,150.00	\$ 500.00	\$ 500.00

34	R8	201.4.1.F.1	Removal of Tree	EA	1	\$ 1,000	\$ 1,000	\$ 1,000.00	\$ 1,000.00	\$ 1,350.00	\$ 1,350.00	\$ 900.00	\$ 900.00
35	R9	201.4.1.F.1	Remove and Relocate Mail Box	EA	3	\$ 300	\$ 900	\$ 450.00	\$ 1,350.00	\$ 430.00	\$ 1,290.00	\$ 250.00	\$ 750.00
36	R11	202.4.9.A.1	Sawcut Asphalt/Concrete	LF	868	\$ 4	\$ 3,472	\$ 4.50	\$ 3,906.00	\$ 1.70	\$ 1,475.60	\$ 2.28	\$ 1,979.04
37	R12	201.4.4.E.1	Removal of Landscaping Timbers/Appurtenances	LF	40	\$ 25	\$ 1,000	\$ 50.00	\$ 2,000.00	\$ 8.00	\$ 320.00	\$ 2.50	\$ 100.00
38	R13	201.4.1.F.1	Removal and Relocation of Light Pole (No Wiring or Electrical Work)	EA	1	\$ 500	\$ 500	\$ 1,500.00	\$ 1,500.00	\$ 1,650.00	\$ 1,650.00	\$ 700.00	\$ 700.00
39	R14	201.4.1.F.1	Remove Existing 12" Plastic Culvert at Sawcut and Cap	EA	1	\$ 500	\$ 500	\$ 400.00	\$ 400.00	\$ 750.00	\$ 750.00	\$ 150.00	\$ 150.00
40	R16	1105.4.1.E.1	Relocate Sign	EA	2	\$ 300	\$ 600	\$ 500.00	\$ 1,000.00	\$ 542.00	\$ 1,084.00	\$ 200.00	\$ 400.00
41	C2	202.4.6.A.1	Borrow/Imported Borrow	CY	1341	\$ 35	\$ 46,935	\$ 26.00	\$ 34,866.00	\$ 28.00	\$ 37,548.00	\$ 58.20	\$ 78,046.20
42	C3	307.4.1.K.7	Soft Spot Repair Crushed Aggregate Base (0-10 CY)	CY	10	\$ 80	\$ 800	\$ 48.00	\$ 480.00	\$ 85.00	\$ 850.00	\$ 140.00	\$ 1,400.00
43	C4	706.4.1.E.1	Concrete Sidewalk, Thickness 4" Concrete over 4" Aggregate	SY	795	\$ 60	\$ 47,700	\$ 58.00	\$ 46,110.00	\$ 60.00	\$ 47,700.00	\$ 56.60	\$ 44,997.00
44	C6	706.4.1.H.1	Pedestrian Ramp w/Detectable Warning Domes, Per Corner Detail Sheet C-502	SY	228	\$ 110	\$ 25,080	\$ 80.00	\$ 18,240.00	\$ 102.00	\$ 23,256.00	\$ 100.00	\$ 22,800.00
45	C8	706.4.1.H.1	Pedestrian Ramp w/Detectable Warning Domes, Type F Per SD-712F, but no wings. 6' wide	EA	3	\$ 1,000	\$ 3,000	\$ 500.00	\$ 1,500.00	\$ 450.00	\$ 1,350.00	\$ 1,300.00	\$ 3,900.00
46	C10	802.4.1.A.1	Crushed Aggregate for Base Type 1 (Road 23" thick)	SY	1404	\$ 15	\$ 21,060	\$ 30.00	\$ 42,120.00	\$ 29.00	\$ 40,716.00	\$ 28.16	\$ 39,536.64
47	C11	810.4.1.A.3	Plant Mix Pavement (3" Thick)	SY	1281	\$ 25	\$ 32,025	\$ 20.00	\$ 25,620.00	\$ 19.00	\$ 24,339.00	\$ 18.30	\$ 23,442.30
48	C13	706.4.1.A.5	Standard 6 inch Vertical Curb and Gutter	LF	1133	\$ 27	\$ 30,591	\$ 28.50	\$ 32,290.50	\$ 25.00	\$ 28,325.00	\$ 25.06	\$ 28,392.98
49	C14	402.4.1.B.1	Relocate Fire Hydrant	EA	1	\$ 3,000	\$ 3,000	\$ 3,500.00	\$ 3,500.00	\$ 4,500.00	\$ 4,500.00	\$ 3,300.00	\$ 3,300.00
50	C16	802.4.1.A.1	Crushed Aggregate for Base Type 1 (D/W 8" thick)	SY	93	\$ 15	\$ 1,395	\$ 32.00	\$ 2,976.00	\$ 28.50	\$ 2,650.50	\$ 19.28	\$ 1,793.04
51	C20	2040.4.1.A.1	Temporary Fence – Type 1b (5 Strand Barbed Wire with 1 hot-wire placed low for calves)	LF	1440	\$ 10	\$ 14,400	\$ 5.00	\$ 7,200.00	\$ 6.10	\$ 8,784.00	\$ 16.65	\$ 23,976.00
52	C21	2040.4.1.B.1	Relocate Gates – Pre-fabricated Swing Gate	LS	1	\$ 1,000	\$ 1,000	\$ 750.00	\$ 750.00	\$ 849.00	\$ 849.00	\$ 2,000.00	\$ 2,000.00
53	C25	2060.4.1.A.1	Landscape Repair	SY	98	\$ 150	\$ 14,700	\$ 21.00	\$ 2,058.00	\$ 1.00	\$ 98.00	\$ 69.00	\$ 6,762.00
54	C27	504.4.1.A.1	Install 4" PVC SCD 40 Sleeve Under Sidewalk	LF	340	\$ 10	\$ 3,400	\$ 16.00	\$ 5,440.00	\$ 9.90	\$ 3,366.00	\$ 4.80	\$ 1,632.00
55	C30	706.4.1.F.1	Utility Pole Maintenance Collar per Detail Sht C-501	EA	1	\$ 100	\$ 100	\$ 250.00	\$ 250.00	\$ 416.00	\$ 416.00	\$ 350.00	\$ 350.00
56	-	1103.4.1.A.1	Construction Traffic Control	FA	1	\$ 10,000	\$ 10,000	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
57	-	1003.4.1.G.1	SWPPP BMPs	LS	1	\$ 5,000	\$ 5,000	\$ 3,500.00	\$ 3,500.00	\$ 11,000.00	\$ 11,000.00	\$ 3,500.00	\$ 3,500.00
58	-	2010.4.1.A.1	Mobilization (8% of above listed construction items)	LS	1	\$ 22,820	\$ 22,820	\$ 8,000.00	\$ 8,000.00	\$ 17,500.00	\$ 17,500.00	\$ 3,800.00	\$ 3,800.00
59	C7	706.4.1.C.1	Curb Turn Fillet and Associated Valley Gutter	SY	162	\$ 130.00	\$ 21,060	\$ 70.00	\$ 11,340.00	\$ 65.00	\$ 10,530.00	\$ 94.00	\$ 15,228.00
Total Costs for Bid Schedule 2:							\$ 329,102	\$ 277,650.50		\$ 309,567.50		\$ 345,983.04	

Basis of Award -- -- -->	Total Costs for Bid Schedules 1 and 2:	Engr: \$ 492,798	Extreme: \$ 439,261.50	IMC: \$ 478,724.00	Kloepfer: \$ 525,897.68
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Additive Alternate Bid Schedule 2A													
60	C9	801.4.1.C.1	1" Minus Uncrushed Aggregate (Additive Alternate)	SY	1946	\$ 10	\$ 19,460	\$ 5.00	\$ 9,730.00	\$ 11.50	\$ 22,379.00	\$ 8.65	\$ 16,832.90
61	C20	*2040.4.1.A.1	Permanent Fence – Type 1b (5 Strand Barbed Wire with 1 hot-wire placed low for calves)	LF	1440	\$ 10	\$ 14,400	\$ 4.00	\$ 5,760.00	\$ 7.40	\$ 10,656.00	\$ 18.50	\$ 26,640.00
Total Costs for Bid Schedule 2a:							\$ 33,860	\$ 15,490.00		\$ 33,035.00		\$ 43,472.90	



Date: Monday, May 18, 2020
To: Honorable Mayor and City Council
From: John Pauley, Aquatics Director

ACTION ITEM

Request:

ACTION ITEM: Request to change appropriated capital dollars to purchase a new pool vacuum for the City Pool.

Time Estimate:

Staff presentation will take approximately 5 minutes. Allow a few minutes for questions and discussion.

Background:

The current pool vacuum is nearing the end of its effective lifespan. It was sent in for repair in late 2019 to get more time out of it. After commercial pool vacuums are repaired once it is only a matter of time before they breakdown completely. A new vacuum was going to be requested in the 2021 budget, however there were some savings of \$2,500 on the depth marking and bulkhead resurfacing projects. Also the local swim teams decided they would rather look into raising the funds to replace the starting blocks instead of refurbishing them. This would save \$3,000. These funds totaling \$5,500 would allow for the purchase of a new pool vacuum.

Approval Process:

A simple majority will approve this request

Budget Impact:

If approved, staff will be able to use previously committed pool funds to purchase a new pool vacuum.

Regulatory Impact:

Approval will allow for the reallocation of budgeted funds for the purchase of a new pool vacuum.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommend the approval of the purchase of a new pool vacuum to ensure proper cleanliness of the pool.

Attachments:

None



Date: Monday, May 18, 2020
To: Honorable Mayor and City Council
From: John Pauley, Aquatics Director

ACTION ITEM

Request:

ACTION ITEM: Request to use contingency funds to convert the City Pool showers and sinks from geothermal water to city water.

Time Estimate:

Staff presentation will take approximately 10 minutes. Allow a few minutes for questions and discussion.

Background:

As part of the City Pool parking lot upgrade, city staff reviewed and updated the agreement with the School District for the use of the land for the Twin Falls City Pool and the surrounding area. In the agreement, the Twin Falls School District grants the City use of the geothermal water for the pool and facility. Currently, geothermal water is used in the sinks, showers, and the swimming pool. Water department staff and city engineers present questioned the use of geothermal water in the showers and sinks as allowable under the Department of Environmental Quality standards. Research results showed that when the pool was built in the late 1980s such use was permitted, however since then, state code has changed and no longer allows for geothermal water to be used in sinks or showers.

In an effort to bring the facility into compliance with state code, Parks and Recreation staff worked with environmental engineer, Jason Brown, to develop a plan to re-plumb the pipes going to the showers and sinks to use city water. The plan includes a water softener to the systems to protect the boilers and piping from scale buildup from the hard city water.

This project was intended to be part of the 2021 Capital Improvement request of the pool, but with the current closure it seemed prudent to request the use of contingency funds and do the work while the impact to the public is minimal.

Approval Process:

A simple majority will approve this request.

Budget Impact:

The attached quote for equipment totals \$4,373. Our environmental engineer, Jason Brown, suggested adding additional funds for installation and other unforeseen costs.

Therefore, I am requesting the use of Contingency dollars not to exceed \$10,000 to fund this project.

Regulatory Impact:

Approval will dedicate contingency funds for use in the project.

History:

N/A

Analysis:

N/A

Conclusion:

This project will allow for the City Pool to come into compliance with geothermal water use, and therefore recommends council approve this request.

Attachments:

1. Geothermal Project
2. City of Twin Falls, Gemflow Q200303-01-CWT, Water Softener

John Pauley

From: Jason Brown
Sent: Tuesday, March 3, 2020 9:06 AM
To: John Pauley
Subject: FW: Watertech, Softener Quote
Attachments: WTS-210K-STM-1.5.pdf; City of Twin Falls, Gemflow Q200303-01-CWT, Water Softener.pdf

This looks good to me John. As we discussed yesterday, I would at some money for installation and misc. items. I would suggest we recommend \$10,000 for purchase and installing.

Jason

From: Craig Taylor <ctaylor@watertechinc.com>
Sent: Tuesday, March 3, 2020 9:00 AM
To: Jason Brown <jbrown@tfid.org>; John Pauley <JPauley@tfid.org>
Cc: WATERTECH Office Team <watertechofficeteam@watertechinc.com>
Subject: Watertech, Softener Quote

[EXTERNAL SENDER]

John, Jason,

Attached is a quote for a single tank softener system with metered controls.

Peak flow rate is 55 gpm.

See attached drawing for recommended installation.

Let me know if you have any questions.

Thanks,

Craig Taylor

Gemflow Market Manager

WATERTECH, INC

2536 Kimberly Road

Twin Falls, ID 83301

Office: 800-367-3250

Fax: 208-733-0460

Mobile: 208-320-2237

Email: ctaylor@watertechinc.com



EQUIPMENT QUOTE

WATERTECH, Inc.

2536 Kimbrelly Road

Twin Falls, Idaho 83301

PHONE: (800) 367-3250 / (208) 734-7279

FAX: (208) 733-0460

TO: City of Twin Falls
756 Locust St. N
Twin Falls, ID 83301

ATTN: John Pauley

DATE: Tuesday, March 3, 2020

PH: 208-749-7932

FAX:

EMAIL: jpauley@tfid.org

REF: Water Softener, City Pool

QUOTE #: Q200303-01-CWT

QTY	DESCRIPTION	EACH	TOTAL
1	WTS-210K-STM-1.5 STM series consist of 1 FRP mineral tank with 1 head and 1 poly brine tank. Regeneration is meter initiated. 210,000 grains max, 140,000 grains min. Softener tank size - 21 X 62" Brine tank size - 24 x 50" Flow rate - 30 - 55 gpm Inlet line size - 1.5" <i>*estimated soft water production between regenerations - 11,666 gallons</i>	\$3,993.00	\$3,993.00
1	Gemflow commissioning to include loading resin media into tanks. Purging air and bringing systems online. Softeners will be programmed and checked for proper operation and performance. Price does not include plumbing or electrical installation. All equipment to be plumbed and in place prior to Gemflow arriving. FOB: Origin Lead Times are 6 to 10 weeks ARO Acceptance of order requires a written Purchase Order with a 60% Deposit <i>Minimum Order for Stock Items - \$25.00, Minimum Order for Nonstock Items - \$50.00</i> <i>Minimum Order for Nonstock SUEZ Parts - \$200.00</i>	\$380.00	\$380.00

TERMS AND CONDITIONS OF QUOTE

- Net 30 days on approved credit. Past due accounts will be charged interest at 1-1/2% per month.
- Quoted prices are exclusive of all installation costs. Buyer is responsible for all installation costs and associated fees. These would include but not be limited to: fittings, parts and labor for installation, Building Permits, Inspection Fees, Local Code Compliance costs and any other related costs or fees.
- Quoted prices are exclusive of all taxes. Buyer shall be responsible for payment of all applicable Federal, State and/or Local Sales, Use and/or Gross Receipt taxes resulting from transactions with **WATERTECH, Inc.** regardless of placement of liability.
- All equipment shipments are FOB Factory; Freight Not Allowed. Unless otherwise specified, shipments are shipped on Carrier of **WATERTECH, Inc.** choice. Freight charges will be prepaid and added to the Invoice. **WATERTECH, INC. WILL NOT BE HELD RESPONSIBLE FOR BREAKAGE AND/OR SHORTAGES AFTER SHIPMENTS ARE ACCEPTED BY THE CARRIER.** Freight claims must be made immediately, directly to the delivering Carrier. WATERTECH, Inc. will help as much as possible in settling claims.
- Any non-stock items are considered special order and are non-returnable.
- Quoted prices are good for 30 days from date of this Quotation unless specified otherwise on this quote.



Date: Monday, May 18, 2020
To: Honorable Mayor and City Council
From: Planning & Zoning Department

ACTION ITEM

Request:

ACTION ITEM: Request to adopt an ordinance for a Zoning District Change with a Zoning Development Agreement for the Twin Falls County West to rezone from C1 & CRO ZDA for property located at 630 Addison Avenue West. (PZ 19-0167)

Time Estimate:

Approximately five (5) minutes for presentation and questions.

Background:

On February 11, 2020 the Planning and Zoning Commission held a public hearing on this item. Upon the conclusion of the public hearing, a positive recommendation was forwarded to the City Council by a vote of 5-0.

On March 9, 2020 the City Council held a public hearing on this item. Upon the conclusion of the public hearing, the Council voted 5-0 in favor of approving this zoning district change.

Approval Process:

In order to enact this ordinance today, Council would need to suspend the rules and place it on third and final reading by title only.

Budget Impact:

N/A

Regulatory Impact:

The passing of the ordinance will amend the Zoning Development Agreement for this property in regards to land use and other development criteria.

History:

N/A

Analysis:

N/A

Conclusion:

As directed by City Council staff has prepared an ordinance to finalize the Zoning District Change and Zoning Map Amendment process.

Attachments:

1. 2020-009 PZ19-0167 County West ZDA
2. Twin Fall County West -ZDA

ORDINANCE NO. 2020-009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, **REZONING** CERTAIN REAL PROPERTY BELOW DESCRIBED, PROVIDING THE ZONING CLASSIFICATION THEREFORE, AND ORDERING THE NECESSARY AREA OF IMPACT AND ZONING DISTRICTS MAP AMENDMENT

WHEREAS, Twin Falls County has made application for rezoning of property located at 630 Addison Avenue West; City of Twin Falls, and an amendment of the revised Area of Impact and Comprehensive Plan Land Use Map; and

WHEREAS, the City Planning & Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 11th day of February, 2020, to consider the Zoning Designation and necessary Zoning & Planning Map amendment upon a rezone of the real property below described, and an amendment to the revised area of Impact and Comprehensive Plan Land Use Map; and,

WHEREAS, the City Planning & Zoning Commission has made recommendations known to the City Council for Twin Falls, Idaho; and,

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 9th day of March, 2020.

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

SECTION 1. The following described real property located at 630 Addison Avenue West is the subject of a Zoning District Change and Zoning Map amendment from C-1 to C-1 CRO ZDA.

"Exhibit A"-Legal Description

"Exhibit B"-Zoning Development Agreement

SECTION 2. That the Area of Impact and Zoning Districts Map for the City of Twin Falls, Idaho, be and the same area hereby amended to reflect the rezoning designation of the real property above described.

SECTION 3. Public services may not be available at the time of development of this property, depending upon the speed of development of this and other developments, and the ability of the City to obtain additional water and/or

sewer capacity. The annexation of this property shall not constitute a commitment by the City to provide water and/or wastewater services.

PASSED BY THE CITY COUNCIL _____, 20____

SIGNED BY THE MAYOR _____, 20____

Mayor

ATTEST:

Deputy City Clerk

PUBLISH: Thursday, _____, 20____

Exhibit A
Legal Description
Property
Twin Falls County, Idaho

Being all of that certain 17.41 acres Parcel of Land as shown on that certain Record of Survey, recorded April 26, 1996 as Instrument No. 1996-007107 in said office of the County Recorder of Twin Falls County, said Parcel of Land being a portion of Lots 7 and 8 as shown on that certain map entitled "Holohan Addition", recorded April 30, 1908 as Instrument No. 0000-003949 in the office of the County Recorder of Twin Falls County and a portion of the SW $\frac{1}{4}$ of Section 8, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County Idaho, more particularly described as follows:

Commencing at the Southwest corner of said Section 8 as shown on said Record of Survey;
Thence, South 88°09'50" East 839.28 feet to a point on the Boundary of said Parcel of Land and being the REAL POINT OF BEGINNING;
Thence, along said Boundary, North 00°45'00" East 240.11 feet;
Thence, continuing along said Boundary, North 16°00'00" East 160.00 feet;
Thence, continuing along said Boundary, North 34°30'00" East 95.00 feet;
Thence, continuing along said Boundary, North 08°00'00" East 360.00 feet;
Thence, continuing along said Boundary, North 17°00'00" East 140.00 feet;
Thence, continuing along said Boundary, North 42°00'00" West 70.00 feet;
Thence, continuing along said Boundary, North 01°45'25" East 189.52 feet;
Thence, continuing along said Boundary, South 85°38'48" East 180.00 feet;
Thence, continuing along said Boundary, South 85°29'56" East 149.23 feet;
Thence, continuing along said Boundary, South 00°27'03" West 669.90 feet;
Thence, continuing along said Boundary, South 84°37'44" East 557.33 feet;
Thence, continuing along said Boundary, South 00°30'00" West 425.28 feet;
Thence, continuing along said Boundary, along the arc of a tangent 45.00 foot radius curve to the right, through a central angle of 94°58'01", an arc distance of 74.59 feet and a chord distance of 66.34 feet that bears South 47°59'00" West;
Thence, continuing along said Boundary, North 84°31'59" West 119.84 feet;
Thence, continuing along said Boundary, along the arc of a tangent 70.00 foot radius curve to the left, through a central angle of 90°00'00", an arc distance of 109.96 feet and a chord distance of 98.99 feet that bears South 50°28'01" West;
Thence, continuing along said Boundary, South 05°28'01" West 9.78 feet;
Thence, continuing along said Boundary, along the arc of a non-tangent 11513.16 foot radius curve to the left, through a central angle of 00°52'50", an arc distance of 176.95 feet and a chord distance of 176.95 feet that bears North 85°42'54" West;
Thence, continuing along said Boundary, North 03°50'40" East 6.00 feet;
Thence, continuing along said Boundary, along the arc of a non-tangent 11519.16 foot radius curve to the left, through a central angle of 02°45'00", an arc distance of 552.88 feet and a chord distance of 552.83 feet that bears North 87°31'50" West;
Thence, continuing along said Boundary, North 58°23'21" West 59.87 feet to said REAL POINT OF BEGINNING.
Containing approximately 17.41 acres.

End of Description



Twin Falls County West Annex ZDA

A Multi-Use Development to provide for the continued administration and expansion of the diverse services provided to the citizens of Twin Falls County

ZONING DEVELOPMENT AGREEMENT PURPOSE: The purpose of the County West Annex C-1 ZDA is to fully utilize the vacant space located on the County West Annex property to better benefit the taxpaying public by:

- Having the majority of county services and social support groups under “one roof”.
- Create affordable office space for regional nonprofit and charitable organizations.
- Allow for the growth and expansion of County provided services.

NOW THEREFORE:

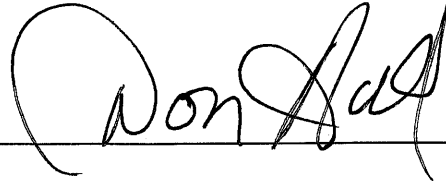
1. All future development and improvements shall conform to the standards and regulations of Twin Falls City-Code Title 10 – Chapter 4 – Section 8: Commercial Highway District and Title 10 – Chapter 4 – Section 19: Canyon Rims Overlay for the area designated as “County West Annex C-1 ZDA”, or as amended, and all references to other sections therein except for the following:
2. Property Uses: The Canyon Rims Overlay District List of Uses shall not apply. Only the List of Uses of the underlying Commercial Highway District shall apply with the following modifications:
 - a. Permitted Uses
 - i. Government Facilities
 1. Juvenile Detention Center
 - ii. Services
 1. Automobile and truck service and/or repair of County owned vehicles that is located fifty (50) feet from the Canyon Rim.
 2. Testing Laboratories operated by County personnel or designees.
 - iii. Public Assembly
 1. Exhibition halls
 - iv. Sports Facility
 1. Indoor Recreation Facility
 2. Outdoor Recreation Area that is located fifty (50) feet from the Canyon Rim.
 - v. Residential
 1. Shelter Home

b. Uses Requiring a Special Use Permit

i. Government Facilities

1. Adult Detention Center
2. Adult Work Release Center

3. Property Development Standards: The property development standards of the underlying Commercial Highway and Canyon Rims Overlay Districts shall apply.

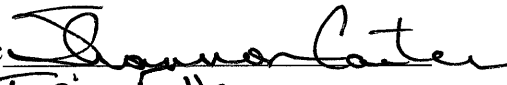


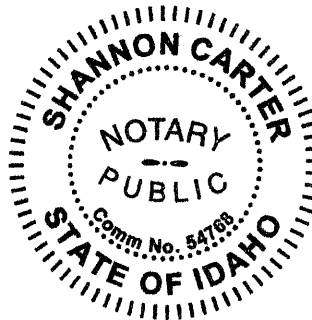
Don Hall, Chairman - Twin Falls County Commissioner

3-31-2020

Date

On this 31st day of March, in the year of 2020, before me a notary public, personally appeared Don Hall known or identified to me to be the County Commissioner Chairman, of Twin Falls County, State of Idaho and that he executed the said instrument and acknowledged to me that such Twin Falls County, State of Idaho, executed the said instrument.

Notary Public 
Residing at Twin Falls
Commission Expires: 7-15-2021





Date: Monday, May 18, 2020
To: Honorable Mayor and City Council
From: Planning & Zoning Department

ACTION ITEM

Request:

ACTION ITEM: Request to adopt an ordinance for a Zoning District Change with a Zoning Development Agreement for Bach Investments, LLC to rezone from C-1 PUD to C-1 CRO ZDA for property located west of and adjacent to Canyon Crest Drive, north of Pole Line Road aka Westpark Commercial No. 11 a PUD. c/o Tim Vawser on behalf of Bach Investments, LLC. (PZ20-0001)

Time Estimate:

Approximately 5 minute staff presentation with questions to follow.

Background:

On February 11, 2020 the Planning and Zoning Commission held a public hearing on this item. Upon the conclusion of the public hearing, a positive recommendation was forwarded to the City Council by a vote of 5-0.

On April 13, 2020 the City Council held a public hearing on this item. Upon the conclusion of the public hearing, the Council voted 7-0 in favor of approving this zoning district change.

Approval Process:

In order to enact this ordinance today, Council would need to suspend the rules and place it on third and final reading by title only.

Budget Impact:

N/A

Regulatory Impact:

The passing of the ordinance will amend the Zoning Development Agreement for this property in regards to land use and other development criteria.

History:

N/A

Analysis:

N/A

Conclusion:

As directed by City Council staff has prepared an ordinance to finalize the Zoning District Change and Zoning Map Amendment process.

Attachments:

1. 2020-010 PZ19-0120 Bach Homes ZDA Ord
2. Bach Homes ZDA

ORDINANCE NO. 2020-010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, **REZONING** CERTAIN REAL PROPERTY BELOW DESCRIBED, PROVIDING THE ZONING CLASSIFICATION THEREFORE, AND ORDERING THE NECESSARY AREA OF IMPACT AND ZONING DISTRICTS MAP AMENDMENT

WHEREAS, Bach Investments, LLC has made application for rezoning of property located in the Westpark Commercial Subdivision No.11, Lot 1, Block 1; City of Twin Falls, and an amendment of the revised Area of Impact and Comprehensive Plan Land Use Map; and

WHEREAS, the City Planning & Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 19th day of November, 2019, and 11th day of February, 2020 to consider the Zoning Designation and necessary Zoning & Planning Map amendment upon a rezone of the real property below described, and an amendment to the revised area of Impact and Comprehensive Plan Land Use Map; and,

WHEREAS, the City Planning & Zoning Commission has made recommendations known to the City Council for Twin Falls, Idaho; and,

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 16th day of December 2019 and 13th day of April, 2020.

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

SECTION 1. The following described real property located in the Westpark Commercial Subdivision No.11, Lot 1, Block 1 is the subject of a Zoning District Change and Zoning Map amendment from C-1 PUD to C-1 ZDA.

"Exhibit A"-Legal Description

"Exhibit B"-Zoning Development Agreement

SECTION 2. That the Area of Impact and Zoning Districts Map for the City of Twin Falls, Idaho, be and the same area hereby amended to reflect the rezoning designation of the real property above described.

SECTION 3. Public services may not be available at the time of development of this property, depending upon the speed of development of this and other developments, and the ability of the City to obtain additional water and/or sewer capacity. The annexation of this property shall not constitute a commitment by the City to provide water and/or wastewater services.

PASSED BY THE CITY COUNCIL _____, 20____

SIGNED BY THE MAYOR _____, 20____

Mayor

ATTEST:

Deputy City Clerk

PUBLISH: _____, _____, 20____
Weekday

Exhibit A

**Legal Description For
Westpark Commercial No. 11**

A Parcel of land being located in a portion of the Southwest quarter of Section 33, Township 9 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho being more specifically described as follows;

Commencing at the Southwest corner of said Section 33, said point lies South 00°00'00" West 2641.09 feet from the West quarter corner of said Section 33;

Thence, along the West Boundary of said Section 33, North 00°00'00" East 799.94 feet;

Thence, leaving said West boundary, North 89°34'43" East 1340.30 feet to the Southeast corner of that certain map entitled "Rivercrest Apartments, Planned Unit Development", recorded November 18, 2003 as Instrument No. 2003-029829 in the office of the County Recorder of Twin Falls County and being the REAL POINT OF BEGINNING;

Thence, along the East Boundary of said map, North 00°00'00" East 732.31 feet to a point on the South Right-of-Way of Canyon Crest Drive as described in deed recorded December 29, 2009 as Instrument No. 2009-028493 in said office of the County Recorder of Twin Falls County;

Thence, along said South Right-of-Way, North 89°34'43" East 55.82 feet;

Thence, continuing along said South Right-of-Way, along an arc of a tangent 218.00-foot radius curve right, through a central angle of 90°00'00", an arc distance of 342.43 feet and a chord distance of 308.30 feet that bears South 45°25'17" East to a point on the West Right-of-Way of said Canyon Crest Drive;

Thence, along said West Right-of-Way, South 00°25'17" East 514.29 feet to the Northeast corner of Lot 3, Block 2 as shown on that certain map entitled "Westpark Commercial Subdivision. No. 2", recorded September 2, 1998 as Instrument No. 1998-016096 in said office of the County Recorder of Twin Falls County;

Thence, along the North Boundary of said Lot 3 and the North Boundary of Lot 4, Block 2 as shown on that certain map entitled "Westpark Commercial Subdivision. No. 3", recorded May 18, 2006 as Instrument No. 2006-011944 in said office of the County Recorder of Twin Falls County, South 89°34'43" West 279.21 feet to said REAL POINT OF BEGINNING.

Containing approximately 4.41 acres.

End of Description

Bach Homes ZDA

A C-1 & C-1 CRO Mixed-use Residential & Commercial Zoning Development Agreement

This Zoning Development Agreement (ZDA) is made and entered into this ____ day of _____, 2020, by and between the city of Twin Falls, State of Idaho a municipal corporation, hereinafter called "City" and Bach Homes, an Idaho General Partnership (hereinafter called "Developer") for the purpose of developing a Mixed-use Development of Residential & Commercial uses on property located West of and adjacent to Canyon Crest Drive, North of Pole Line Road, known as Westpark Commercial No. 11 a PUD.

NOW THEREFORE:

1. All future development, improvements, and uses shall conform to the standards and regulations of the Twin Falls City Code Title 10 – Chapter 4 – Section 8; Commercial Highway District or as amended, and City Code Title 10 – Chapter 4 – Section 19; Canyon Rim Overlay District or as amended, and all references to other sections therein including the following deviations:
2. C-1, Commercial Highway District modified as follows; and the CRO, Canyon Rim Overlay modified only where applicable;
 - a. Permitted uses;
 - i. Residential
 1. Dwellings – fourplexes, triplexes, and duplexes
 - b. Special uses;
 - i. Miscellaneous
 1. Any Permitted or Special non-residential use requesting hours of operation outside the hours of seven o'clock A.M. (7:00 A.M.) to ten o'clock P.M. (10:00 P.M.)
 - c. Prohibited uses;
 - i. Animal Hospital - Large Animal
 - ii. Bulk Fuel Sales
 - iii. In Home Day Care Centers
 - iv. Cemeteries
 - v. Fairgrounds
 - vi. Go Cart Tracks
 - vii. Jails, Detention Centers, Or Work Release Centers
 - viii. Judicial Facilities
 - ix. Outdoor Amplified Sound systems (permanent
 - x. Outdoor Theaters
 - xi. RV And Camping Parks
 - xii. Shelter Homes and/or Facilities
 - xiii. Stand Alone Drug and Alcohol Treatment facilities
 - xiv. Tattoo Parlors
 - xv. Zoos
 - d. Property Development Standards
 - i. Building Height;
 1. No building shall exceed a height of sixty (60) feet unless authorized by the City of Twin Falls through the "Additional Height Process".
 - ii. Landscaping;
 1. A ten-foot (10') landscaping buffer directly behind the sidewalk shall be installed along Canyon Crest Drive. This buffer shall adhere to tree and shrub counts as noted in City code Title 10, Chapter 11, Section 2.
 - a. Trees and shrubs may be grouped, with a maximum of seventy-five feet (75') between groupings
 2. A ten-foot (10') landscaping buffer shall be installed between commercial uses and residential uses. This buffer shall adhere to tree and bush counts as noted in City code Title 10, Chapter 11, Section 2.

Bach Homes ZDA

A C-1 & C-1 CRO Mixed-use Residential & Commercial Zoning Development Agreement

- a. Trees and shrubs may be grouped, with a maximum of seventy-five feet (75') between groupings
- b. This buffer shall also include a screening fence.

e. Signs

- i. Each vehicular entrance to the development may have one development sign, not to exceed one hundred (100) square feet. However, the number of development signs shall not exceed three (3) and must be 100 feet (100') or more apart. Development signs shall not be internally illuminated. The maximum height of the development sign shall not exceed ten (10) feet as measured from the adjacent top of curb.

f. Parking

- i. Parking will be provided as depicted on the Master development Plan for a total of 154 spaces.
 1. One hundred thirty spaces in the parking lot.
 2. Twenty-four spaces in the driveways adjacent to the units along Canyon Crest Drive.

Developer: Bach Homes
11650 South State St., 300
Draper, Utah 84020

City: City of Twin Falls
P.O. Box 1907
Twin Falls, ID 83303-1907

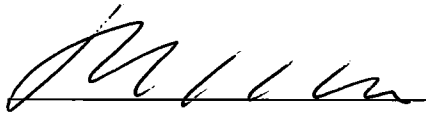
"CITY"
CITY OF TWIN FALLS

By: _____
Mayor

ATTEST:

City Clerk

"DEVELOPER"
Bach Homes

By: 
Nick Mason
Vice President of Land

Bach Homes ZDA

A C-1 & C-1 CRO Mixed-use Residential & Commercial Zoning Development Agreement

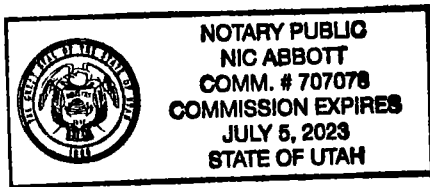
STATE OF ~~IDAHO~~ UTAH)

ss.

County of ~~Twin Falls~~ SALT LAKE

On this 5 day of APRIL, 2020 before me, a Notary Public for said County and State, personally appeared NICK MASON, known or identified to me, to be the Vice President of Land of Bach Homes, that executed the said instrument.

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



Nic Abbott
Residing at SALT LAKE
My commission expires JULY 5, 2023

STATE OF IDAHO)

ss.

County of Twin Falls)

On this _____ day of _____, 2020 before me, a Notary Public for said County and State, personally appeared _____ and _____, known or identified to me, to be the Mayor and City Clerk, respectively, of the CITY OF TWIN FALLS, IDAHO, that executed the said instrument, and acknowledged to me that such City 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.

Residing at _____
My commission expires _____



Date: Monday, May 18, 2020
To: Honorable Mayor and City Council
From: Janie Higgins, Accounting Specialist, Jonathan Spendlove, Planning and Zoning Director

ACTION ITEM

Request:

ACTION ITEM: Review of proposed changes to Title 3 Business Regulations - Chapter 18 Commercial Vending.

Time Estimate:

Approximately ten (10) minutes for staff presentation with questions to follow.

Background:

In August of 2019, City Staff received approval to invest time into evaluating, amending and rewriting chapters of Title 3: Business Regulations.

On April 13, 2020 Staff presented a draft of the changes to the City Council. During that meeting, the Council brought up a few concerns, and directed staff to move quicker with this particular Chapter in order to accommodate the growing desire of the business community for these services.

Staff has drafted changes to address the concerns brought up by the council as follows:

1. **Special Events:** As directed by Council this draft requires each vending operation to get a license if they are to operate in city limits. Special events may apply for a permit to cover all vendors associated with that event. This way staff is not reviewing each vendor at the event. Additional changes to the Special Event code section will be needed in order to make these requirements clear.
2. **Food Delivery:** This draft does not regulate the delivery of food to residential homes. Services like Grub Hub, Doordash, and the Pizza Delivery operations for food that was pre-ordered and/or pre-made in a location authorized to do so, are not regulated under this section and are not required to get this business license.
3. **Ice Cream Trucks:** The most difficult of the issues brought up by Council. Unlike delivery services, these operations often play music in order to solicit business, primarily in residential areas. For this reason Staff believes these operations should receive a Solicitors License as a way for staff to conduct a more thorough review.

Under the Solicitors code section we can adequately address the need to protect the citizens of our community, while still allowing some of these businesses to operate in neighborhoods.

Approval Process:

A decision to approve these changes would result in staff bringing a "Repeal and Replace Ordinance". That ordinance would be the final decision and enact these changes into law, after the appropriate publishing requirements.

Budget Impact:

NA

Regulatory Impact:

None at this time.

History:

N/A

Analysis:

The three largest/impactful changes to Title 3 Chapter 18, as it is written today, are as follows:

All "vending" is to be treated the same. Selling hamburgers/hotdogs, pizza's, snow cones, blankets, easter eggs, etc, will all be treated the same. Regulation by the product being sold became cumbersome and confusing. Simplifying the businesses down to simply Commercial Vending allowed for regulations to apply to a broad spectrum of businesses and makes an even playing field for all businesses.

All Commercial Vendors shall be required to get a license if they set up in City Limits. Including during special events.

Locations of vendors has increased. Vendors on private property located in Commercial Districts are allowed to operate wherever is best for their operations, with some limits for safety reasons. Vehicle Vendors are also now allowed to operate on public streets (except on Main Ave between Jerome and Fairfield), as long as they abide by parking, and traffic laws.

There are numerous other changes that are proposed, these are the 3 top requested changes made by the vendors and City Staff.

Conclusion:

There is no final decision at this time. However, a positive action, with or without conditions, approving these changes would result in an ordinance being prepared by staff for a future final decision.

Attachments:

1. CC Title 3 Chapter 18 - Commercial Vending (05-13-2020)

DRAFT
Chapter 18
COMMERCIAL VENDING

3-18-1: Purpose: The creation and intent of this chapter is to promote and ensure the public health, safety, and welfare of the residents and visitors of the City of Twin Falls. Specifically, this chapter provides proper regulations and best practices for operating and maintaining a safe, clean, and appealing temporary business operation within the City.

3-18-2: DEFINITIONS:

The following words are defined as follows for this chapter only:

ADJOINING PROPERTY: any property immediately adjacent to the *Vending Area*, as measured from the right-of-way centerline towards shall be the dividing line in determining adjacency.

COMMERCIAL VENDING: Peddling, vending, selling, displaying, or offering an item or items for sale from a temporary location. "Parking Lot Sales" approved per Twin Falls City Code, and temporary children's vending stands are excluded from this definition.

DISCHARGE LOCATION: The location where graywater/wastewater from the Vending Cart/Vehicle is taken to for discharge or treatment.

FOOD PREPARATION AREA: Any area or location where food is prepared for human consumption.

PRIVATE PROPERTY VENDING: *Commercial Vending* where all aspects of the activity take place on property that is not *Public Property*.

PUBLIC PROPERTY: Parks, parking lots, rights of way, and sidewalks owned or maintained by the State of Idaho, the City of Twin Falls, or any political subdivision thereof.

SIDEWALK VENDING: *Commercial Vending* from a Vending Cart or Vending Area to persons on the public right-of-way, any sidewalk, or pedestrian access.

STREET VENDING: *Commercial Vending* from a Vending Vehicle situated on the public right-of-way between the curb lines, or edges of pavement, to persons within the right-of-way or the public sidewalk.

VENDING AREA: Any area used or anticipated to be used for *Commercial Vending*, including preparation, display, transactions, customer queuing, customer seating areas, and other associated activities.

VENDING CART: A movable push-cart that is operated by a vendor standing on public property.

VENDING VEHICLE: A vehicle operated by a vendor standing on or within the frame of the vehicle.

3-18-3: LICENSE REQUIRED

It is unlawful for any Commercial Vendor, or licensee, agent, or employee of that Vendor to operate in an unauthorized location; without a City license; without a valid health department permit; and/or in violation of health department regulations. A violator of any section of this chapter may be subject to criminal prosecution, revocation of the license, and/or denial of a future license for a period of up to three (3) years.

3-18-4 GENERAL REGULATIONS

- (A) Exclusive Rights: No Commercial Vendor shall have exclusive right to any location on *Public Property*. Special Event Permits, or any other permit issued by the City, for the use of any *Public Property* will take precedence for the duration of the Event, or time, associated with the use of *Public Property*.
- (B) Location and Site Restrictions
 - 1. Commercial Vending is prohibited within fifty (50) feet of Residential Uses, unless otherwise permitted

within this City Code.

2. Commercial Vending activities are prohibited in any congested area where their operations might impede or inconvenience the public
3. Commercial Vending activities are prohibited on Public Property adjacent to Main Avenue between Fairfield Street and Idaho Street, unless approved through the Special Event Permit Process.
4. Commercial Vending activities **shall not be** located in the following areas:
 - a. Where clear pedestrian passage on the public sidewalk is five (5) feet wide or less;
 - b. Crosswalk areas;
 - c. Within the clear vision triangle area (TFCC 9-9-16) on corners of intersections, alleyways or driveways;
 - d. Within ten (10) feet of any doorway, except that this distance may be decreased to five (5) feet with written consent of property owner or agent of the affected permanent business or residence.
 - e. In any area which obstructs the movement or visibility of vehicles or bicycles using the appropriate public right-of-way, access easement, or drive aisle.
 - f. Within five (5) feet of utility boxes and/or vaults, handicap ramps, emergency call boxes, or fire hydrants
 - g. Within any area that impedes, endangers, or interferes with pedestrian or vehicular traffic.
5. Unless otherwise provided in this chapter, or through a Special Event Permit obtained under Twin Falls City Code, *Vending Areas* shall be spaced a minimum of ten (10) feet apart.
6. Vendors shall not use or attach any items to public amenities (trees, street lights, street furniture, railings, etc.) for any reason, without prior authorization.
7. The area within twenty-five (25) feet of the *Vending Area* shall be kept free of discarded beverages, debris, food, and trash at all times.
8. All food vendors shall operate in such a manner that prevents the spilling or splattering of grease, water, food, or trash on any *Public Property*. The food vendor shall be responsible for the cleaning and/or repair of any *Public Property* which is soiled, stained, or damaged by the placement or operation of the commercial vending business.

(C) Operating Hours and other Time Limitations:

1. Permitted operating hours shall be between 7:00 AM and 10:00 PM.
 - a. Commercial Vendors associated with Special Event Permits may be open for the approved hours of the event.
 - b. Commercial Vendors on private property may be open for the approved hours of the primary business, including locations with extended hours approved through the Special Use Permit Process.
2. No *Vending Area* shall be unattended for more than fifteen (15) consecutive minutes.
3. All items associated with *Commercial Vending* shall be removed from *Public Property* when not in operation. Special Event Permit holders may request for this requirement to be waived during multi-day events.

(D) General Operation Restrictions and Requirements:

1. Each person or entity intending to engage in *Commercial Vending* shall submit a site plan and/or declaration of operation location meeting the requirements of a license application provided by the City Clerk.
2. Drive-thru operations shall not be permitted.
3. City water and sewer service connections are not permitted.
4. Audio amplification of any kind is prohibited, unless otherwise permitted within this City Code , .
5. Overhead electrical lines are not permitted. Electrical lines shall not lay across any pedestrian access portion of the sidewalk. Any permanent electrical fixtures shall be approved prior to use by the City Electrical Inspector.
6. Each *Food Preparation Area* shall be required to contain a fire extinguisher approved by the Fire Marshal.
7. Each *Vending Cart/Vehicle* containing a *Food Preparation Area* shall provide a discharge location approvable by the City Engineer.
8. Commercial Vendors shall display, in a readily visible location, the following items at all times when in operation:
 - a. City License
 - b. Health Permit,
 - c. "Open Sign" no smaller than 4x6 inches and no larger than 12x12 inches.
9. Signage: Vendors may receive a permit for one (1) temporary sign, with a maximum size of four (4)

square feet. Temporary signage shall be wholly located within the *Vending Area*. All other signage is subject to regulations found in Title 10.

10. The dumping of any ice, trash, gray or wastewater, or any other items associated with *Commercial Vending*, into public waste receptacles, private dumpsters, public planter boxes, gutters, or the street is prohibited without prior authorization from the City or private property owner.
11. Each *Commercial Vendor* shall provide proof of liability insurance in the minimum amount of five hundred thousand dollars (\$500,000.00), with expiration no less than one (1) year from the date of application approval, and shall agree in writing to hold the City harmless from any injury or damage resulting from the operation of the *Commercial Vending* operation. Additionally, each *Commercial Vendor* shall carry workers' compensation insurance as required under Idaho law.
12. The use of any tent, structure, or building, whether permanent or temporary, may require separate licenses or permits from a separate authority (i.e. tents over 400 square feet require a tent permit from the Fire Department).

3-18-5 COMMERCIAL VENDING ON PUBLIC PROPERTY

The following regulations apply to all *Commercial Vending* operations which take place on *Public Property*.

- (A) Each Commercial Vendor operating on *Public Property* shall receive written permission from the appropriate governing authority. For *Public Property* owned by the City of Twin Falls, the City Manager or its designee shall make decisions on authorization.
- (B) Each Commercial Vendor operating on *Public Property* shall carry a Commercial General Liability Policy naming the City as an additional insured entity for any damage to public property. The policy shall be in the minimum amount of five hundred thousand dollars (\$500,000.00). Expiration shall be no less than one (1) year from the date of application approval.
 1. If the damage exceeds this amount the City may use any and all means to collect the amount needed to clean, repair, or replace the damaged property.
- (C) In addition to the general regulations set forth in CC 3-18-4, the following regulations shall also apply:
 1. *Sidewalk and Street Vending*.
 - a. Each *Commercial Vending* operation shall obtain written consent of each adjoining property owner or agent of the owner (business manager, property manager) prior to operation.
 2. *Street Vending*:
 - a. *Vending Vehicles* shall follow all traffic regulations, including but not limited to: speed limits, parking locations, parking time limits, obstructing traffic, and noise limitations.
 - b. *Vending Vehicles* shall carry additional Insurance coverage for the vehicle in case of accident or damage to property. The Policy shall be in the minimum amount of five hundred thousand dollars (\$500,000). Expiration shall be no less than one (1) year from the date of application approval.

3-18-6: COMMERCIAL VENDING ON PRIVATE PROPERTY:

Commercial Vendors may operate on private property under the following conditions and are subject to the following standards:

- (A) *Commercial Vending* on private property is not permitted in residential zones, or on residential property.
- (B) Each applicant intending to establish a *Private Property Vending* operation shall provide to the City written permission from the property owner or authorized agent prior to beginning operation.

3-18-7: LICENSE ISSUANCE PROCESS

All Licenses shall be issued on an annual basis. Application for such License shall be made upon a form supplied by the City Clerk. The City Clerk shall charge the appropriate fee identified on the City Fee Schedule.

Licenses shall be issued or denied within ten (10) business days after receipt of a complete application.

3-18-8: LICENSE REVOCATION PROCESS:

Any public safety officer, city licensing officer, or other city staff member authorized by the City Manager is

authorized to enforce this ordinance.

Prior to the revocation or denial of any license, or renewal thereof, written notice of the reason(s) therefor shall be served on the applicant or licensee in person or by certified mail at the address on the license application. Revocation shall become final within ten (10) days of service unless the applicant or licensee appeals the action to the City Council. The applicant or licensee shall make his appeal in writing to the City Council within ten (10) days of receipt of the notice.

Should the applicant or licensee request an appeal within such ten (10) day period, the applicant shall be notified in writing by the City Clerk of the time and place of the public meeting where the appeal will be heard. Should an emergency exist that constitutes an immediate danger to life or health, a License may be summarily revoked pending the notice and public meeting herein provided.

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