



Twin Falls City Council Agenda

Monday, June 22, 2020, 5:00 PM

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

****AMENDED AGENDA****

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 June 11-17, 2020.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve the June 15, 2020, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to approve the 2020-2021 Alcohol License Renewals.
By: Amy Luna, Finance Administrative Assistant
 - d) **ACTION ITEM:** Request to approve the Back the Blue event.
By: Ryan Howe, Sergeant, 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 approve an encroachment into City Right-of-Way for balconies extending onto Main Ave South and Hansen St South.
By: Jonathan Spendlove, Planning & Zoning Director
 - c) **ACTION ITEM:** Request to accept the Partnership for Success Law Enforcement Grant from the Idaho Office of Drug Policy.
By: Steven Gassert, Corporal

- d) **PRESENTATION:** Presentation from Idaho Transportation Department about a pavement rehabilitation project on Blue Lakes Blvd. from Perrine Bridge to Poleline.
By: Jesse Schuerman, Staff Engineer
- e) **ACTION ITEM:** Request to pass a resolution authorizing the Mayor and City Clerk to sign the State/Local Agreement for the Filer Avenue Road Safety Audit.
By: Erin Steel, Staff Engineer
- f) **ACTION ITEM:** Request to use reserve funds to complete and furnish shelled space in City Hall for Utility Billing.
By: Mitch Humble, Deputy City Manager
- 6) **GENERAL PUBLIC INPUT:** To provide public input to the City Council please send to: Citizeninput@tfid.org
- 7) **ADVISORY BOARD REPORT/ANNOUNCEMENTS**
- 8) **PUBLIC HEARINGS:** None
- 9) **ADJOURNMENT**
 - a) **ACTION ITEM:** Executive Session § 74-206(1): (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

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, June 15, 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, Craig Hawkins, Greg Lanting, Christopher Reid & Nikki Boyd.

Absent:

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Mitch Humble, City Attorney Shayne Nope, Airport Manager Bill Carberry, 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: None

4) CONSENT CALENDAR

MOTION: Council Member Barigar moved to approve the Consent Calendar as presented. **Council Member Reid** 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 June 4-11, 2020.
- b) **ACTION ITEM:** Request to approve the June 8, 2020, City Council Minutes.
- c) **ACTION ITEM:** Request to accept public right-of-way adjacent to Dover Lane.
- d) **ACTION ITEM:** Request to waive the building permit and plan review fees for a proposed remodel of Courtroom 6 in the Twin Falls County Judicial Annex.
- e) **ACTION ITEM:** Request to waive the building permit and plan review fees for two storage sheds proposed to be built at South Hills Middle School.

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:

Council Member Boyd: Increase in cases caused by people with systems or just testing positive for the virus? With the number in the hospital going up and down, can you tell us how many people are in the Hospital with COVID? And how many are in ICU?

Council Member Barigar: Spoke about an initiative called "One Idaho".

Council Member Lanting: Spoke about the amount of people who are wearing masks in the Wood River Valley and encouraged Twin Falls Citizens to wear their masks as well.

Mayor Hawkins thanked Dr. Kern for his presentation.

- b) **ACTION ITEM:** Request to confirm the appointments of Dan Brizee, Jan Rogers and Alexandra Caval to the Urban Renewal Agency Board.

Vice Mayor Pierce made a request to confirm the appointments of Dan Brizee, Jan Rogers, and Alexandra Caval to the Urban Renewal Agency Board.

Terms begin July 1, 2020 and are 3 years.

Discussion ensued on the following: None

MOTION: Council Member Reid moved to approve the appointments of Dan Brizee, Jan Rogers, and Alexandra Caval to the Urban Renewal Agency Board. **Council Member Barigar** 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 the agreement for Engineering Services with J-U-B Engineers for the 2020 FAA AIP 47 Aircraft Ramp Construction Project.
Airport Manager Carberry requested to approve the agreement for Engineering Services with J-U-B Engineers for the 2020 FAA AIP 47 Aircraft Ramp Construction Project.

Discussion ensued on the following: None

MOTION: Council Member Boyd moved to approve the agreement for Engineering Services with J-U-B Engineers for the 2020 FAA AIP 47 Aircraft Ramp Construction Project in the amount of \$256,367.90, pending FAA approval and Legal review. **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- d) **ACTION ITEM:** Request to award a bid to Idaho Materials and Construction to construct FAA AIP 45-Phase II taxi lane at Joslin Field.
Airport Manager Carberry made a request to award a bid to Idaho Materials and Construction to construct FAA AIP 45 Phase II taxi lane at Joslin Field.

Discussion ensued on the following:

Mayor Hawkins: Do we have a match the amount or are we fully funded?

Council Member Barigar: Is there a concern that the passenger fees will affect the dollars that we have available?

Council Member Lanting: With the CARES grant help us with our funds down the road?

MOTION: Council Member Barigar moved to approve the request to award a bid to Idaho Materials and Construction to construct FAA AIP 45 Phase II taxi lane at Joslin Field in the amount of **\$3,074,730.50**, contingent on legal review and FAA funding. **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 adopt a resolution establishing procedures for the use of the message board signs located on the newly constructed downtown archway.
Deputy City Manager Humble made a request to adopt a resolution establishing procedures for the use of the message board signs located on the newly constructed downtown archway.

Discussion ensued on the following:

Council Member Lanting: Asked about who will be doing the approvals.

Vice Mayor Pierce: Spoke in favor of these changes. Asked about possible fees. Suggested non-profits and donations.

Council Member Barigar: Talked about everyone paying fees and keeping things simple.

Vice Mayor Pierce: Budget-wise, this is not an item that is budget so where would the money come from?

Council Member Hawkins: Is the sign on its own meter?

MOTION: Council Member Lanting moved to approve the request to adopt Resolution #2020-009 to establish procedures for the use of the message board signs located on the newly constructed downtown archway. **Council Member Barigar** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- f) **ACTION ITEM:** Request to authorize \$83,145 for repairs to a retaining wall along the Canyon Rim Trail at the tunnel under Pole Line Road.

Deputy City Manager Humble made a request to authorize \$83,145 for repairs to a retaining wall along the Canyon Rim Trail at the tunnel under Pole Line Road.

Discussion ensued on the following:

Council Member Reid: Is the re-design just for the wall or for all the issues? Is the plan addressing the water issues as well?

MOTION: Vice Mayor Pierce moved to approve the request to authorize \$83,145 for repairs to a retaining wall along the Canyon Rim Trail at the tunnel under Pole Line Road. **Council Member Reid** 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**

Council Member Lanting: Spoke about the Parks & Recreation Committee Meeting.

P&R Director Davis talked about the restrooms in the City Park and all the other restroom projects.

Council Member Lanting: Congratulated Mayor Hawkins for receiving an award from AIC.

Council Member Hawkins: Reported on the Historic Committee Meeting.

City Manager Rothweiler: Last COVID-19 Conference will on Tuesday, June 16, 2020. Discussed the increase in population in Twin Falls and funds that we will be receiving due to this. We will be hosting virtual meetings for public input. Details will be released when put together.

8) **PUBLIC HEARINGS: None**

9) **ADJOURNMENT**

The meeting adjourned at 05:58 PM

Amy Luna, Finance Administrative Assistant

License No.	BUSINESS NAME	Physical Address	BEER OFF PREM ONLY - \$50.00	BOTTLED/CAN On Prem - \$150.00	DRAUGHT/BOTTLED On Prem - \$200.00	WINE Off Prem - \$200.00	WINE On Prem - \$200.00	LIQUOR (Inc's Wine) - \$562.50	Amount Paid	State License #	County License #
21-1187	55 Windbreak	1749 Kimberly Road							0.00	3850	
21-1002	9 Beans and a Burrito	764 Cheney Drive			200.00			562.50	762.50	3427	2021-068
21-1198	A Taste of Thai	837 Pole Line Rd			200.00		200.00		400.00	24972	2021-003
21-1189	Addison Kicks 66	240 Addison Avenue West							0.00	1769	
21-1005	Albertson's #4139	1221 Addison Avenue	50.00			200.00			250.00	2672	
21-1129	Anchor Bistro & Bar	334 Blue Lakes Blvd N			200.00			562.50	762.50	3543	2021-061
21-1006	Applebee's Neighborhood Grill & Bar	1587 Blue Lakes Blvd			200.00			562.50	762.50	2643	
21-1105	Asian Food Market	404 Addison Ave West		150.00					150.00	6054	2021-069
21-1204	Ballroom Brew LLC, Db a Milner's Gate	205 Shoshone St. N.							0.00	3312	
21-1009	Big Smoke, LLC #110	659 Blue Lakes Blvd No	50.00			200.00			250.00	3047	
21-1160	Big Smoke, LLC #111	287 Washington Street N	50.00			200.00			250.00	13903	
21-1191	Black Bear Diner	1725 Harrison St.							0.00	23046	
21-1195	Blaze Pizza	1925 Fillmore, Suite 100							0.00	22662	
21-1197	Blu, LLC	1986 Addison Ave E, Twin Falls, ID 83301							0.00	3086	
21-1121	Bowladrome	220 Eastland Drive			200.00			562.50	762.50	15987	2021-060
21-1140	Buffalo Wild Wings	1239 Poe Line Road, Ste. 303							0.00	15741	
21-1179	Burnt Lemon Grill	1040 Shoshone St E, Twin Falls, ID 83301							0.00	21543	
21-1082	Canton Chinese Restaurant	1021 Blue Lakes Blvd N		150.00					150.00	25384	2021-103
21-1125	Canyon Crest Dining & Event Center	330 Canyon Crest Drive			200.00			562.50	762.50	3632	2021-053
21-1010	Castle's Corner - Blue Lakes	1230 Blue Lakes Blvd North							0.00	1787	
21-1172	Castle's Corner - Parkview	1662 Parkview Drive							0.00	16324	
21-1186	Cheverria's LLC	850 Shoshone St. W., Twin Falls, ID 83301		150.00			200.00		350.00	20804	
21-1012	Chili's Bar & Grill	1880 Blue Lakes Blvd No							0.00	3918	
21-1013	Costco Wholesale Corp	731 Poleline Road							0.00	3576	
21-1176	Don Juan's Mexican Restaurant	1007 Blue Lakes Blvd N., Twin Falls, ID 83301							0.00	18803	
21-1146	Elevation 486	195 River Vista Place #102			200.00			562.50	762.50	5436	
21-1203	Emma's Café LLC	669 Blue Lakes Blvd							0.00	19109	
21-1137	Europe Bar & Deli	679 Filer Ave							0.00	20776	
21-1209	Family Dollar, Inc. Store #26921)	1746 Addison Ave. E, Twin Falls, ID	50.00			200.00			250.00	26736	
21-1020	Fil-Mart 66	1612 Blue Lakes Blvd North							0.00	1718	
21-1023	Fred Meyer's #383	705 Blue Lakes Blvd	50.00			200.00			250.00	2798	
21-1025	Garibaldi's	645 Filer Avenue			200.00			562.50	762.50	3940	2021-014
21-1026	Gerties Brick Oven Cookery	602 2nd Avenue South							0.00	5438	
21-1200	Glass Slipper LLC, Db a Party Center	215 Eastland Dr. Ste A	50.00			200.00			250.00	24641	2021-034
21-1031	Idaho Pizza Company	1859 Kimberly Road							0.00	5175	
21-1167	Jaker's Restaurant	1598 Blue Lakes Blvd North							0.00	3441	
21-1033	Janitzio Family Mexican Restaurant	2096 Kimberly Rd			200.00			562.50	762.50	3788	2021-104
21-1182	Jarrito's Mexican Restaurant	565 Washington St. N., Twin Falls, ID 83301							0.00	18364	
21-1034	Johnny Carino's	1921 Blue Lakes Blvd N							0.00	4374	
21-1177	KB's - Fillmore St	1520 Fillmore St., Ste 3							0.00	18814	
21-1035	Klover Klub Lounge, Inc.	402 Main Avenue North			200.00			562.50	762.50	2708	
21-1199	Koto Brewing Co., LLC	156 Main Ave N			200.00		200.00		400.00	24684	
21-1037	LaCasita Mexican Restr.	111 South Park Avenue W		150.00			200.00		350.00	1786	2021-008
21-1038	LaFiesta Mexican Restaurant	1288 Blue Lakews Blvd N			200.00			562.50	762.50	2509	
21-1004	LaQuinta	539 Poleline Rd							0.00	7230	
21-1039	Log Tavern	401 4th Avenue West			200.00			562.50	762.50	5661	2021-098
21-1040	Loong Hing	1719 Kimberly Road		150.00			200.00		350.00	5129	2021-062
21-1	Magic Bowl	340 2nd Avenue East							0.00	3970	
21-1044	Mandarin House	735 Blue Lakes Blvd North							0.00	3745	
21-1045	Maverik #224	120 6th Avenue West	50.00			200.00			250.00	2104	2021-040
21-1168	Maverik #492	883 Blue Lakes Blvd	50.00			200.00			250.00	2104	2021-042
21-1046	Maxie's Pizza & Pasta	170 Blue Lakes							0.00	14110	
21-1116	Mi Pueblo Bakery	449 Washington Street North		150.00		200.00			350.00	6788	2021-070
21-1183	Mi Tierra Mexican Restaurant	164 Main Ave. N., Twin Falls, ID 83301			200.00			562.50	762.50	14063	

21-1164	Mia's Place	717 Main Avenue West			200.00		200.00		400.00	15510	
21-1205	MOD Super Fast Pizza, LLC	683 Blue Lakes Blvd No							0.00	25672	
21-1081	Mr. Gas	911 Blue Lakes Blvd North							0.00	1485	
21-1075	Oasis Stop n Go #14	1390 Blue Lakes Blvd North	50.00			200.00			250.00	2406	2021-025
21-1089	Oasis Stop N Go #19	688 Pole Line Road	50.00			200.00			250.00	1542	2021-022
21-1088	Oasis Stop N Go #20	108 Addison Avenue W	50.00			200.00			250.00	4644	2021-021
21-1087	Oasis Stop N Go #21	506 Blue Lakes Blvd N	50.00			200.00			250.00	4000	2021-020
21-1001	Oasis Stop N Go #26	1509 Kimberly Rd	50.00			200.00			250.00	2925	2021-017
20-1210	Oasis Stop N Go #28	1662 Parkview Drive							0.00		
21-1051	Oasis Stop n Go #3	1310 Addison Avenue East	50.00			200.00			250.00	3136	2021-032
21-1052	Oasis Stop n Go #4	659 Addison Avenue E	50.00			200.00			250.00	3135	2021-031
21-1053	Oasis Stop n Go #7	2220 Addison Avenue East	50.00			200.00			250.00	3121	2021-029
21-1054	Oasis Stop n Go #8	515 Washington N	50.00			200.00			250.00	3095	2021-028
21-1055	Oasis Stop n Go #9	890 Washington South	50.00			200.00			250.00	3113	2021-027
21-1015	O'Dunkens	102 Main Avenue North			200.00		200.00		400.00	2360	2021-016
21-1056	Outback Steak House	1965 Blue Lakes Blvd N							0.00	4310	
21-1196	Pandora's Legacy	233 S 5th Ave South			200.00			562.50	762.50	22982	2021-007
21-1057	Peking Restaurant	824 Blue Lakes Blvd North		150.00			200.00		350.00	1334	2021-100
21-1206	Persian Coffee - Iraj Ranjbar	360 Main St. N							0.00	26922	
21-1193	Petro's LLC	303 Main Avenue East	50.00			200.00			250.00	22615	
21-1062	Prasai's Thai Cuisine	428 2nd Avenue East							0.00	3181	
21-1064	Red Lion Canyon Springs	1357 Blue Lakes Blvd North							0.00	2585	
21-1024	Red Robin	1824 Blue Lakes Blvd			200.00			562.50	762.50	13170	
21-1184	RedZone Sports Bar & Taproom - forma	223 5th Ave South			200.00			562.50	762.50	19862	2021-009
21-1208	Rock Creek Celebration Center, Inc. (La	320 Main Ave. N.	50.00			200.00			250.00	26724	
21-1066	Rock Creek Restaurant	200 Addison Avenue West			200.00			562.50	762.50	3602	2021-117
21-1068	Rudy's Price Hardware	147 Main Avenue West	50.00	150.00		200.00	200.00		600.00	4731	2021-037
21-1207	Saffron Indian Cuisine	PO Box 394 Pocatello, ID 83202							0.00	26552	
21-1008	Scooter's	137 2nd Avenue East							0.00	2718	
21-1132	Sharis of Twin Falls	1601 Blue Lakes Blvd N							0.00	10150	
21-1073	Sizzler #650	719 Blue Lakes Blvd N							0.00	1642	
21-1170	Slice	132 Main Ave North			200.00			562.50	762.50	4285	
21-1074	Smith's Food and Drug #35	1913 Addison Avenue	50.00			200.00			250.00	2442	
21-1048	St Lukes MVRMC	801 Poleline Rd W		150.00			200.00		350.00	3784	2021-122
21-1192	Stay Well Health Foods	1563 Fillmore Street, Ste 2A							0.00	21606	
21-1017	Stinker Store #51	1777 Kimberly Road	50.00			200.00			250.00	1401	
21-1019	Stinker Store #54	880 Shoshone Street West	50.00			200.00			250.00	1419	
21-1018	Stinker Store #55	2259 Addison Avenue	50.00			200.00			250.00	1389	
21-1166	Stone House & Company	330 4th Avenue South			200.00			562.50	762.50	4285	2021-111
21-1102	Sushi Tokyo Japanese Restr.	1111 Blue Lakes Blvd N Ste B		150.00			200.00		350.00	11981	2021-112
21-1108	Sushi Ya	412 2nd Avenue East							0.00	4653	
21-1076	Swenson's #4	115 Addison Avenue	50.00			200.00			250.00	3290	2021-094
21-1107	Swenson's #6	991 Washington Street South	50.00			200.00			250.00	6502	2021-082
21-1131	Target T-0699	1611 Blue Lakes Blvd N	50.00			200.00			250.00	10223	2021-066
21-1078	The Cove	496 Addison Avenue West			200.00			562.50	762.50	2780	
21-1027	The Ground Round	2128 Kimberly Road			200.00				200.00	3973	
21-1028	The Hide Out Bar	157 Washington Street			200.00		200.00		400.00	4112	
21-1202	The Olive Garden Italian Restaurant	1597 Pole Line Road E			200.00			562.50	762.50	4629	2021-081
21-1175	The Orpheum Theatre	146 Main Avenue North							0.00	17322	
21-1095	The Pocket - Closed	1532 Kimberly Road			200.00			562.50	762.50	3748	2021-093
21-1070	The Shuffle Inn	633 2nd Avenue South			200.00			562.50	762.50	5969	2021-055
21-1080	Tomato's Italian Grill	1309 Blue Lakes Blvd N							0.00	24163	
21-1083	Turf Club	734 Falls Avenue West			200.00			562.50	762.50	2054	2021-012
21-1180	Twin Bean	144 Main Ave S., Twin Falls, ID 83301							0.00	19206	
21-1163	Twin Falls Brickhouse	516 Hansen Street South			200.00			562.50	762.50	4170	2021-035
21-1086	Twin Falls Golf Club	545 Grandview Drive			200.00			562.50	762.50	2966	
21-1084	Twin Falls Grocery Outlet	2318 Addison Ave E							0.00	5231	
21-1003	Twin Falls Holiday Inn	1586 Blue Lakes Blvd N							0.00	26107	

21-1085	Twin Falls Moose Lodge #612	835 Falls Avenue			200.00			562.50	762.50	14295	2021-083
21-1154	Twin Falls Sandwich Company	128 Main Avenue N			200.00		200.00		400.00	12677	
21-1022	United Oil - Addison	322 West Addison	50.00			200.00			250.00	2733	
21-1021	United Oil - Kimberly	1992 Kimberly Road	50.00			200.00			250.00	2732	
21-1134	Von Scheidt Brewing Company	157 2nd Avenue West							0.00	10359	
21-1090	Wal Mart #3897	252 Chaney Dr W.							0.00	19192	
21-1181	Wal Mart #3897 Fuel Station	252 Chaney Dr W.							0.00	8346	
21-1065	Walgreens #07277	306 Blue Lakes Blvd							0.00	10463	
21-1136	Walgreens #12286	1732 Washington Street N							0.00	10530	
21-1169	Whiskey Creek Saloon & Grill	213 5th Ave S.							0.00	11102	
21-1091	Winco Food	1569 Blue Lakes Blvd North	50.00			200.00			250.00	1385	2021-013
21-1093	Wok n Grill Restaurant	1188 Blue Lakes North							0.00	3752	
21-1190	Yellow Brick Café	136 Main Avenue North			200.00		200.00		400.00	21084	21084
Totals			1,550.00	1,500.00	6,800.00	6,400.00	2,800.00	14,625.00	33,675.00		



Special Event Application

Event Application

The City of Twin Falls recognizes the importance of hosting special events in our community. Each year the City of Twin Falls receives in excess of one hundred (100) special event applications. This application sets forth the minimum requirements for holding a special event inside the City, however additional items may be required by the Twin Falls City Special Events Coordinator or other Twin Falls City departments.

*All Special Event Applications must be completed and submitted to the City of Twin Falls no less than forty-five (45) days prior to hosting an event.

*A non-refundable application fee of twenty-five dollars (\$25) is required at the time of application submission. Applications with unpaid fees will not be reviewed for approval.

Questions: Contact the Twin Falls Police Department Special Events Sergeant at (208)735-7200.

Questionnaire and Good Faith Estimate

Name of Event * Back the Blue

Event Start Date * 07/01/2020
05:00:00 PM

Event End Date * 7/1/2020
09:00:00 PM

Location of Event * City Park

Name of Organizer * Stan Sorenson

Organizer Contact * [REDACTED]

Business Phone * ONLY TYPE NUMBERS.
[REDACTED]
DO NOT TYPE ANY DASHES OR OTHER PUNCTUATION.

Cell Phone * ONLY TYPE NUMBERS.
[REDACTED]
DO NOT TYPE ANY DASHES OR OTHER PUNCTUATION.

Email Address * [REDACTED]

Mailing Address * Street Address
[REDACTED]
Address Line 2
City
Twin Falls
Postal / Zip Code
83301

State / Province / Region
ID
Country
USA

Estimated Attendance * ☒ Less than 500 attendees
☐ 500 or more attendees

**Basis for
Attendance Estimate**

Police appreciation night First time event

*

Will Alcohol be sold, served or consumed at your event?

☐ Yes ☒ No

(Alcohol permits and/or catering permits may apply.)

*

Will you use a City Park or any portion of a City of Twin Falls walking trail?

☒ Yes ☐ No

(Additional permits required by the Department of Parks and Recreation.)

*

Will there be tents or structures utilized at your event?

☐ Yes ☒ No

(A fire inspection may be required from the Fire Department.)

*

Will your event include pyrotechnics or fireworks?

☐ Yes ☒ No

(Fire permit required from the Fire Department.)

*

Will there be amplified sound at your event?

☒ Yes ☐ No

*

Will your event require any street closures?

☐ Yes ☒ No

*

Will there be any inflatables, such as bounce houses, at your event?

☐ Yes ☒ No

*

Will your event generate any type of waste (trash plan)?

☒ Yes ☐ No

*

Will your event utilize signs, banners, flags, etc.?

☐ Yes ☒ No

(Sign permit may be required from Planning and Zoning.)

Special event applicants, promoters and sponsors whose special event requires the use of extraordinary City resources as a result of their anticipated attendance or heightened security concerns shall be required to pay for those extraordinary resources as determined by the Special Events Coordinator. Full payment for said extraordinary resources shall be required no later than sixty (60) days following the conclusion of the special event.

**Signature of Event
Organizer ***

By my signature, I hereby acknowledge my understanding of the aforementioned requirement concerning the payment for extraordinary resources and application fee.



Stan Sorenson

Event Summary

Event Categories: *

Check all that apply.

- | | | |
|--|---|---|
| ☐ Athletic/Recreation | ☐ Exhibits/Misc. | ☐ Run/Walk/Race |
| ☐ Concert/Performance | ☐ Farmers/Outdoor Market | ☐ Special Attraction |
| ☐ Carnival/Fair | ☐ Parade | ☐ Dance |
| ☐ Festival | ☒ Other | |

Appreciation night

Location *

- ☒ Public Property
☐ Private Property

Set-Up *

7/1/2020
05:00:00 PM

Event Starts *

7/1/2020
06:00:00 PM

Event Ends *

7/1/2020
09:00:00 PM

Dismantle *

7/1/2020
09:00:00 PM

**Please provide a detailed description of the event and activities.
Lack of info may delay this process.**

Summary *

We will be having a police appreciation night with local law enforcements. We will have 3 food trucks serving free hot dogs, water and chips. There will be speeches by local officials. Singing of the national anthem, a prayer and a live band as background music. The community will have an opportunity to meet and thank Magic Valley Law enforcement. We will have receptacles from Western Waste Services for trash and a local youth group to help us clean up.

Event Details

Entertainment

Will there be entertainment at your event? * ☒ Yes ☐ No

Entertainment ☒ Live Music ☐ Recorded Music
☐ Video ☐ Other Live Stage
☐ Other

Number of Bands 1

Type of Amplification microphone and amplifies

Amplification Start Time 06:00:00 PM

Amplification End Time 08:00:00 PM

As an event organizer, you must be certain that all event-related activities comply with Twin Falls City Ordinance 6-2-3. A Police Officer who determines the level of noise from your event is offensive to others may require you to lower or discontinue the noise.

Waste Plan

As an event organizer, you are responsible for the waste generated by your participants, spectators and vendors, as well as the costs associated with proper disposal.

Discarded Materials * List what materials from your event will be discarded by vendors and attendees (i.e. cardboard, plastic bags, food waste, Styrofoam, plastic bottles, aluminum cans etc.):

paper plates, water bottles, condiment packages and paper napkins

***** Have you contracted for additional trash receptacles and/or dumpsters?
☒ Yes ☐ No

***** Have you arranged for portable toilets?
☐ Yes ☒ No

Name of contracted company Western Waste Services

Number of trash receptacles 6

Size of trash receptacles 4 yard conatainer

Name of person in charge of trash * Stan Sorenson

Phone Number for person in charge of trash *

**Number of staff
handling trash *** 10

Any cleanup required by City Personnel following an event will be at the expense of the event organizers.

Security/Event Services

As an event organizer, you are required to provide a safe and secure environment for your event. This is accomplished through pre-planning and anticipation of problems or concerns related to event activities.

Most major events require the services of approved security (either paid professional security or a law enforcement agency). The Special Events Coordinator/Sergeant will evaluate each event application and determine the necessity of and type of security. Police Officers may be required depending on the scope of event.

The organizer may also be required to provide additional services (lost child booth, trained medical personnel, etc.) at the discretion of the Special Events Coordinator.

Have you spoken with the Special Events Coordinator regarding security?

☐ Yes ☒ No

Have you contracted with any private security or law enforcement agency to provide your security?

☐ Yes ☒ No

Does your plan involve a lost child booth?

☐ Yes ☒ No

Does your plan involve a first aid station staffed with trained personnel?

☐ Yes ☒ No

**Number of staff
working the event** 10

**Number of
volunteers working
the event** 10

Event Map

Event organizers are required to submit a detailed aerial map of the proposed event location. This map must include, but is not limited to, the locations of all of the following:

1. Stages or platforms
2. All temporary structures (tents, booths, cooking areas, etc.)
3. Beer gardens and/or locations where alcohol will be dispensed
4. Additional trash receptacles, dumpsters and portable toilets
5. Emergency services (lost child booth, security, first aid, etc.)
6. Fences/Barricades used to block any street or entrance access
7. Firework launch locations (if applicable)
8. All vehicles and trailers
9. Parking for the event (may require an additional parking plan)
10. Generators

Upload Map

Insurance and Indemnification

It is the responsibility of the special event organizer(s) to secure and provide a **COMMERCIAL GENERAL LIABILITY** insurance policy that covers the planned special event. This policy must provide coverage of no less than \$500,000 combined single limit per occurrence. This insurance policy must include a rider for alcohol if it is to be sold, provided or consumed. Insurance requirements may be increased upon demand of the Twin Falls City Attorney, Twin Falls City Risk Manager and/or other local government entities with jurisdiction.

Each policy shall be written as a primary policy, not contributing to, or in excess of, any coverage which the City may carry. A certificate of Insurance naming the City of Twin Falls as additionally insured and as the certificate holder must be provided with this application. Failure to provide insurance coverage will immediately terminate special event application or approval.

Upload Insurance Information

Notification Requirement

Event organizers are required to notify any nearby property owners who may be impacted by the holding of their special event. This notification must be made in writing and be given to said property owners no less than fourteen (14) days prior to the planned event. The special event permit will not be issued unless this requirement has been met. The written notice must include the following information:

- Date and time of special event
- Location of the event
- Additional areas affected by the event
- Type of event
- Planned road or parking lot closures
- Noise considerations (loud music, etc.)
- Estimated number of attendees

Additional Information

Additional items may be required at the discretion of the City of Twin Falls and/or the Special Events Coordinator. Additional fees may pertain to these items.

Use of Twin Falls City Parks

Contact Twin Falls City Parks and Recreation for park/walking trail reservations.

Twin Falls Parks and Recreation: (208)736-2265.

Building Department Permits/Electrical Permits

Building Department permits may be required for your event from the Twin Falls Building Department. Use of electricity supplied by the City of Twin Falls may require an electrical permit.

Twin Falls Building Department: (208)735-7238.

PLEASE NOTE: Due to the varying duration limits of permits (i.e. catering, electrical, building, etc.), all permits must be approved and submitted no less than two (2) weeks prior to the special event.

Affidavit of Application

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge. I understand that this application is made subject to the rules and regulations established by the Twin Falls City

Council. I further agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be uncured by, or on behalf of, the Special Event to the City of Twin Falls.

**Application
Signature ***



Application Date * 06/18/2020



Date: Monday, June 22, 2020
To: Honorable Mayor and City Council
From: Jonathan Spendlove, Planning and Zoning Director

ACTION ITEM

Request:

ACTION ITEM: Request to approve an encroachment into City Right-of-Way for balconies extending onto Main Ave South and Hansen St South.

Time Estimate:

Approximately five (5) minutes for presentation and questions.

Background:

In October of 2019, the City Council approved an application for additional building height for a project located at 160 Main Ave South. That project has continued to progress through the entitlement process and has recently applied for a building permit.

The drawings submitted with the permit application portray balconies extending over the sidewalks along Main Ave and Hansen Street (see attachment). This is a type of encroachment into City Right-of-Way. Typically, we have seen encroachments on the ground level (signs, basements, vehicle scales, etc). This is a unique request, as the encroachment will take place approximately thirty (30) feet in the air (see attachment).

Staff has reviewed the request and has determined the impacts to our normal operations and service delivery will be minimal.

Approval Process:

If the Council deems this request appropriate, approval would be accomplished with a simple majority vote.

Budget Impact:

NA

Regulatory Impact:

If approved as presented, the applicant would be allowed to extend balconies over the Right-of-Way along Main Ave S and Hansen St S.

History:

N/A

Analysis:

N/A

Conclusion:

The Council is talked with making a final decision on this item. The Council may approve this item as requested, approve with conditions, deny, or table the item for more information.

Attachments:

1. 2020_601_160 Twin Balcony exhibit

1

2

3

4

5

6

A

B

C

D

E

NOTES - REFERENCE NOTES

1.10 ADD EXTRA LAYER OF 5/8" TYPE X GYPSUM BOARD TO FLUSH OUT WALL IN THIS LOCATION



PIVOT NORTH ARCHITECTURE, PLLC.
1101 W. GROVE STREET
BOISE, ID 83702
www.pivnorthdesign.com

STAMP



GENERAL NOTES - FLOOR PLAN

- UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE TO THE FACE OF STUDS FOR GWB WALLS / PARTITIONS.
- FOR FLOOR FINISHES RE: ROOM FINISH SCHEDULE AND FLOOR PLANS ON UNIT SHEETS A5.01 - A5.20.
- UNLESS NOTED OTHERWISE ALL GWB WALLS SHALL HAVE A 4" STUD FRAME RETURN AT ALL DOOR AND WINDOW JAMBS.
- RE: SHEETS G2.01 - G2.04 FOR BUILDING OCCUPANCY PLANS AND FIRE RESISTIVE CONSTRUCTION REQUIREMENTS.
- SEE ENLARGED PLANS FOR ADDITIONAL WALL TYPES.
- FOR GLAZING RECEIVING WINDOW TREATMENTS, COORDINATE WITH SPECIFICATION SECTION DIVISION 12 - WINDOW SHADES.
- FOR WALLS NOT DESIGNATED WITH A WALL TYPE, COORDINATE WITH STRUCTURAL DRAWINGS & WALL SECTIONS.
- FOR BATHROOM ACCESSORIES, COORDINATE WITH SPECIFICATIONS DIVISION 10 - SPECIALTIES.
- FOR APPLIANCES, COORDINATE WITH SPECIFICATIONS DIVISION 11 - EQUIPMENT.
- RE: SHEET G0.04 FOR ACCESSIBILITY NOTES FOR TYPE A (ADA COMPLIANT) UNITS.
- RE: SHEET G0.05 FOR ACCESSIBILITY NOTES FOR TYPE B (ADAPTABLE) UNITS.
- CONTRACTOR SHALL INSTALL FLOORING, SHIMS, ADDITIONAL LAYERS OF GYPSUM BOARD AS NECESSARY TO ACHIEVE FLUSH FINISH WHERE SURFACE OF ADJACENT WALL OF SHAFT ASSEMBLIES ARE NOT, BUT ARE INTENDED TO, ALIGN.
- CONTRACTOR TO PROVIDE BLOCKING AT LOCATIONS OF BATHROOM ACCESSORIES.
- PROVIDE THE FOLLOWING FOR EACH BEDROOM CLOSET (CLO #1, CLO #2, AND CLO #3), ENTRY CLOSET, AND UTILITY WHERE CLOSET ROD AND SHELF ARE SHOWN ON FLOOR PLAN: (1) 1" DIAMETER WOODEN CLOSET ROD INSTALLED AT 5'-0" A.F.F., AND (1) 18" WOODEN SHELF INSTALLED AT 5'-6" A.F.F. PAINT CLOSET SHELF U-P-2.

LEGEND - FLOOR PLAN

- DOOR SYMBOL, RE: DOOR SCHEDULE AND TYPES SHEET A7.01
- WALL TYPE, RE: WALL TYPE SHEETS
G0.06 - EXTERIOR WALL TYPES
G0.07 - INTERIOR STEEL WALL TYPES
G0.08 - INTERIOR WOOD WALL TYPES
- WINDOW TYPE, RE: WINDOW FRAME TYPE SHEETS
A7.11 - ALUMINUM FRAME TYPES
A7.12 - ALUMINUM FRAME TYPES
A7.13 - VINYL WINDOW TYPES
- FIRE EXTINGUISHER CABINET, RE: DIVISION 10 - SPECIALTIES 10 AND SHEET G0.03
- FLOOR DRAIN, COORDINATE WITH PLUMBING DRAWINGS.
- STEEL STUD WALL AND GYPSUM WALL BOARD WALL, RE: WALL TYPES.
- WOOD STUD WALL AND GYPSUM WALL BOARD WALL, RE: WALL TYPES.
- CONCRETE MASONRY UNIT (CMU) WALL, RE: WALL SECTIONS, WALL TYPES, EXTERIOR & INTERIOR ELEVATIONS, COORDINATE WITH STRUCTURAL DRAWINGS.
- CONCRETE WALL, RE: WALL SECTIONS, WALL TYPES, EXTERIOR & INTERIOR ELEVATIONS. COORDINATE WITH STRUCTURAL DRAWINGS.
- MASONRY BRICK OVER STEEL STUD WALL, RE: WALL SECTIONS, WALL TYPES, EXTERIOR & INTERIOR ELEVATIONS. COORDINATE WITH STRUCTURAL DRAWINGS.

Project:
160 TWIN FALLS - MIXED USE

160 MAIN AVE. E., TWIN FALLS, ID 83301

Revisions: 3 City Comments 4/28/2020

AGENCY REVIEW SET - 4.7.2020

Project No: 19-043
Date: 4.7.2020
Checked By: JK
Drawn By: CB
Sheet Name:

LEVEL 3 - COMPOSITE
FLOOR PLAN

Sheet No:

A2.03

E3 LEVEL 3 - FLOOR PLAN
A2.03 1/8" = 1'-0"



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STAMP



GENERAL NOTES

1. RE: FLOOR PLANS FOR EXTERIOR DOOR AND WINDOW TYPES.
2. RE: WALL SECTIONS FOR ADDITIONAL CHAMFER BLOCK AND BANDING LOCATIONS

Project:
160 TWIN FALLS - MIXED USE

160 MAIN AVE. E., TWIN FALLS, ID 83301

Revisions: 4 City Comments 5/18/2020

Project No: 19-043
Date: 4.7.2020
Checked By: JK
Drawn By: CB
Sheet Name:

BUILDING
ELEVATIONS

Sheet No:

A3.01

LEGEND - MATERIALS

MATERIAL	COLOR / SHADE
BRICK - RUNNING BOND	GOLDENROD MUTUAL MATERIALS
BRICK - SOLDIER COURSE	GOLDENROD MUTUAL MATERIALS
BRICK - STACK BOND	DESERT WHITE MUTUAL MATERIALS
CMU BLOCK	LIGHT GRAY
EIFS - 4" SAND FINISH	DEW383 COOL DECEMBER
EIFS - 2" SAND FINISH	DE6348 DRAW YOUR SWORD
CEMENTITIOUS BOARD AND BATTEN SMOOTH WALL PANEL, 4/4 X 2.5" BATTEN @ 16" O.C.	DE6348 DRAW YOUR SWORD
HORIZONTAL CEMENT FIBER TRADITIONAL LAP SIDING, WOOD GRAIN FINISH	CEDAR
CEMENT FIBER TRIM BOARDS SMOOTH	DE6537 BLACK TIE
CEMENT FIBER WALL PANEL SMOOTH	DE6537 BLACK TIE
CEMENT FIBER WALL PANEL SMOOTH	DE6348 DRAW YOUR SWORD
PERFORATED METAL PANEL 1/2" ROUND HOLES ON 11/16"	DE6348 DRAW YOUR SWORD
METAL "C" CHANNEL	DE6537 BLACK TIE
STOREFRONT	BLACK
VINYL WINDOW MULLION	BLACK EXTERIOR/ WHITE INTERIOR

C3 EXTERIOR ELEVATION - NORTH
A3.01 1/8" = 1'-0"



E3 EXTERIOR ELEVATION - SOUTH
A3.01 1/8" = 1'-0"

AGENCY REVIEW SET - 4.7.2020



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GENERAL NOTES

1. RE: FLOOR PLANS FOR EXTERIOR DOOR AND WINDOW TYPES.
2. RE: WALL SECTIONS FOR ADDITIONAL CHAMFER BLOCK AND BANDING LOCATIONS

Project:
160 TWIN FALLS - MIXED USE

160 MAIN AVE. E., TWIN FALLS, ID 83301

Revisions:
4 City Comments 5/18/2020

Project No: 19-043
Date: 4.7.2020
Checked By: JK
Drawn By: CB
Sheet Name:

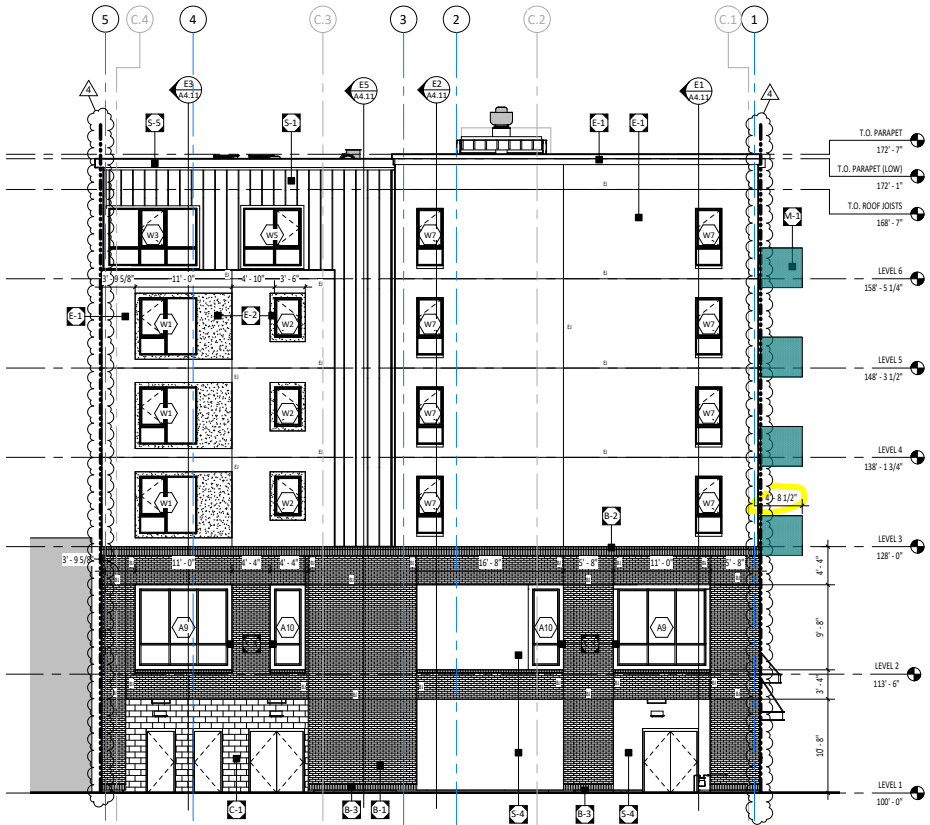
BUILDING
ELEVATIONS

Sheet No:

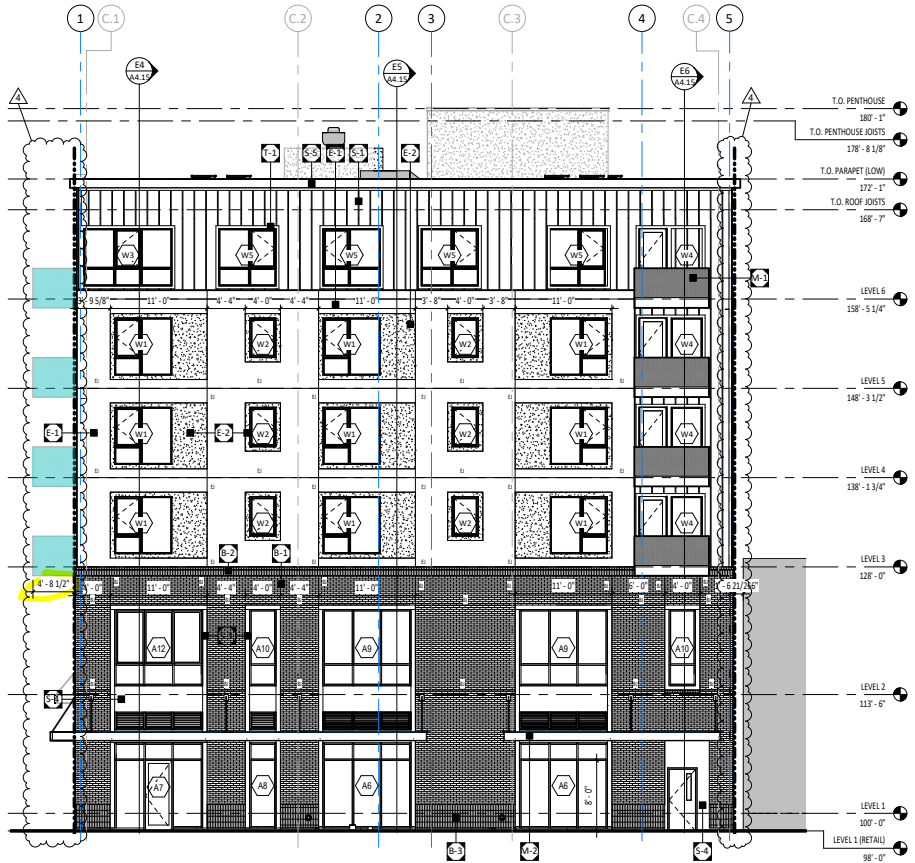
A3.02

LEGEND - MATERIALS

MATERIAL	COLOR / SHADE
BRICK - RUNNING BOND	GOLDENROD MUTUAL MATERIALS
BRICK - SOLDIER COURSE	GOLDENROD MUTUAL MATERIALS
BRICK - STACK BOND	DESERT WHITE MUTUAL MATERIALS
CMU BLOCK	LIGHT GRAY
EIFS - 4" SAND FINISH	DEW383 COOL DECEMBER
EIFS - 2" SAND FINISH	DE6348 DRAW YOUR SWORD
CEMENTITIOUS BOARD AND BATTEN SMOOTH WALL PANEL, 4/4 X 2.5" BATTEN @ 16" O.C.	DE6348 DRAW YOUR SWORD
HORIZONTAL CEMENT FIBER TRADITIONAL LAP SIDING, WOOD GRAIN FINISH	CEDAR
CEMENT FIBER TRIM BOARDS SMOOTH	DE6537 BLACK TIE
CEMENT FIBER WALL PANEL SMOOTH	DE6537 BLACK TIE
CEMENT FIBER WALL PANEL SMOOTH	DE6348 DRAW YOUR SWORD
PERFORATED METAL PANEL 1/2" ROUND HOLES ON 11/16"	DE6348 DRAW YOUR SWORD
METAL "C" CHANNEL	DE6537 BLACK TIE
STOREFRONT	BLACK
VINYL WINDOW MULLION	BLACK EXTERIOR/ WHITE INTERIOR



C3 EXTERIOR ELEVATION - WEST
A3.02 1/8" = 1'-0"



E3 EXTERIOR ELEVATION - EAST
A3.02 1/8" = 1'-0"



1. RE: FLOOR PLANS FOR EXTERIOR DOOR AND WINDOW TYPES.
2. RE: WALL SECTIONS FOR ADDITIONAL CHAMFER BLOCK AND BANDING LOCATIONS





Date: Monday, June 22, 2020
To: Honorable Mayor and City Council
From: Steven Gassert, Corporal

ACTION ITEM

Request:

ACTION ITEM: Request to accept the Partnership for Success Law Enforcement Grant from the Idaho Office of Drug Policy.

Time Estimate:

10 minutes for presentation and questions.

Background:

The Twin Falls Police Department applied for a grant in May 2020 through the Idaho Office of Drug Policy. The Partnership for Success Law Enforcement Grant is meant to prevent underage drinking, marijuana use and methamphetamine use in Idaho. The funds awarded to TFPD will be used to conduct compliance checks, shoulder tap operations, party patrols, interdiction activities, as well as conduct community presentations related to the prevention of underage drinking. All activities will be conducted as overtime and grant funds will be used to reimburse the TFPD for these overtime expenses.

Approval Process:

Because these funds are not budgeted revenue, approval by the Council to accept the funds is required in order to then expend the funds.

Budget Impact:

None.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that Council accept this grant award and that the Mayor sign the grant agreement.

Attachments:

1. TFPD Grant Agreement_IODP

Camille McCashland
Grant Director



304 N 8th St., Room 455
Boise, ID
(208)854-3046

June 15, 2020

Steven Gassert
Twin Falls Police Department
321 2nd Ave East
Twin Falls, ID 83301

Re: Notice of Partnership for Success Law Enforcement Grant Funding

Dear Corporal Gassert,

The Office of Drug Policy (ODP) is pleased to announce that the Twin Falls Police Department has been approved for a Partnership for Success Law Enforcement grant aimed to prevent underage drinking, marijuana use, and methamphetamine use through June 30, 2021. The Twin Falls Police Department has been funded to conduct compliance checks, shoulder tap operations, party patrols, interdiction activities, as well as conduct community presentations related to preventing underage drinking. Please reference the attached documents detailing the award.

The total funding allocated for this grant is \$56,938.00. It is required that you return a signed Grant Agreement and Grant Allocation Summary and initialed Special Terms and Conditions by June 29, 2020. If these documents are not received within that timeframe, the grant award may be withdrawn.

A required virtual training will take place on Wednesday, July 8 from 10 AM to 11 AM in order to review how to request reimbursement and report data for activities related to this award. Additional information related to this training will be sent by July 1, 2020.

If at any time you have questions or concerns about this grant award, please do not hesitate to contact me. I look forward to working with you.

Warm regards,

Camille McCashland

Camille McCashland
Grant Director
Idaho Office of Drug Policy
208.854.3046
camille.mccashland@odp.idaho.gov

GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is by and between the Idaho Office of Drug Policy (ODP) and the Twin Falls Police Department (the “Sub-recipient”).

Section 1: Delivery of Services

- 1.1 Grant Award Period** – The term of this agreement is July 1, 2020 – June 30, 2021. Services shall begin no sooner than July 1, 2020, or when both parties have signed this agreement, and will terminate June 30, 2021. ODP will NOT pay for any services delivered prior to July 1, 2020 or after June 30, 2021.
- 1.2 Grant Services** – The Sub-recipient shall deliver services as outlined in the Grant Allocation Summary attached hereto and incorporated by this reference. The parties may amend the Agreement from time to time if needed, in order to accurately reflect the services provided by the Sub-recipient.
- 1.3 Sub-recipient Role** – ODP requires the Sub-recipient to deliver the services as outlined in the Agreement. The Sub-recipient may not transfer, subcontract, or delegate its obligations to any third parties without ODP’s written consent. Failure to abide by this restriction may result in termination of the Agreement, or any other remedies available to ODP.

Section 2: Terms of Funding

- 2.1 Use of Funds** – The Sub-recipient agrees that funds will be used only for the approved cost categories shown on the approved budget; however, the Sub-recipient may make budget changes within the approved cost categories not to exceed 2% of the total award amount. Any changes in excess of 2% or outside of an approved budget category must be requested by the Sub-recipient and approved by ODP in a written notice prior to incurring cost.
- 2.2 Payment of Grant Funds** – ODP will pay the Sub-recipient within 60 days of receipt of invoice contingent upon the completion of the agreed upon services, entry of required data on the quarterly reports, and compliance with the Special Terms and Conditions listed in this Agreement. Information regarding data entry will be provided.

Section 3: Roles and Responsibilities

- 3.1 Relationship** – The Sub-recipient’s relationship with ODP will be that of a grantee. Nothing in this Agreement creates a partnership or employer-employee relationship between the parties. ODP will not obtain workers’ compensation insurance for Sub-recipient or its employees and is not a “statutory employer” of Sub-recipient or its employees.

- 3.2 Taxes and Record Keeping** – The Sub-recipient is solely responsible for filing all tax returns to any federal, state or local tax authority. Additionally, the Sub-recipient must maintain and provide to ODP, upon request, all documentation supporting the Sub-recipient's request for payments.
- 3.3 Review** – All records and documents related to this Agreement, including but not limited to fiscal records, shall be available for review, audit, and copying by ODP, and by state and federal inspectors or auditors for the period of 3 years, beginning July 2020.

Section 4: Termination

- 4.1 Termination of Agreement** – If the Sub-recipient fails to provide any of the services outlined in this Agreement, ODP may provide written notice to require any of the following: 1) require the Sub-recipient to make corrective action to ensure compliance with the Agreement; 2) reduce the funding allocation to more adequately reflect the services that will be provided, as determined by ODP in its sole discretion; 3) termination this Agreement; or 4) pursue any other remedy available at law or in equity.

Section 5: Insurance

- 5.1 Insurance** – The Sub-recipient shall maintain comprehensive general liability insurance and all coverages required by law sufficient for the purpose of carrying out the duties and obligations arising under this Agreement. Sub-recipient shall maintain, at all times, applicable hereto, a comprehensive liability coverage in such amounts as are prescribed by Idaho Code §6-924 as amended from time to time, as well as worker's compensation coverage for its employees as required by Idaho Code §72-301 as amended from time to time. Sub-recipient's liability coverage obligations shall be administered by the Administrator of the Division of Insurance Management in the Department of Administration for the State of Idaho, and may be covered, in whole or in part, by the State of Idaho's Retained Risk Account. Sub-recipient shall cover its liability for worker's compensation through the State of Idaho's State Insurance Fund. Upon written request, Sub-recipient shall furnish ODP with documentation evidencing the insurance required by this Agreement.

Section 6: Allocation of Liability

- 6.1 Allocation of Liability** – Each party will be responsible only for liabilities associated with the conduct of its own officials, employees, agents and volunteers, subject to the provisions of the Idaho Tort Claims Act, Idaho Code section §6-901 through §6-929. Each party will defend the other party against any claims that arise solely from alleged wrongful acts, omissions or negligence of the defending party in the course of this Agreement, but does not assume responsibility for the acts, omissions or negligence of the other party or the other party's officials, employees, agents and volunteers. Each party shall promptly notify the other party of any claim arising under this Agreement and shall cooperate fully with the defending party or its representatives in the defense of such claim. The parties acknowledge that, if both parties participate in the State of Idaho Risk

Program, any tort liability claim, suit or loss arising from this Agreement shall be allocated in the accordance with law by the Office of Risk Management for purposes of the respective loss experiences and subsequent allocation or self-insurance assessments. Any party participating in the State of Idaho Risk Program shall notify such program in the event is receives notice or has knowledge of any claims arising out this Agreement.

Section 7: Assurances

7.1 Authority – The Sub-recipient represents that the individual signing this Agreement has authority to bind the Sub-recipient to the terms of this Agreement.

7.2 Assurances – Sub-recipient assures ODP that all activities performed under this grant will conform to the following ODP Substance Abuse Prevention Services program standards:

7.2.1 Assurance of Compliance with Record Keeping/Data Collection Standards – The Sub-recipient will maintain detailed records on all grant funded activities, which indicate the date, time, number of participants reached, and the nature of services delivered under the grant award. The Sub-recipient will be required to collection evaluation data on all projects and submit that data to ODP via an online platform. These records shall be subject to inspection by ODP. ODP has the right to audit reimbursement requests both before and after payment and to contest any billing or portion thereof.

7.2.2 Assurance of Compliance with Idaho State Laws – The Sub-recipient assures ODP of its commitment to abide by any applicable state and federal laws, rules, regulations, and executive orders of the Office of the Governor of the State of Idaho, pertaining to equal opportunity. Pursuant to all such laws, rules, regulations, and executive orders, the Sub-recipient assures ODP that no person in the State of Idaho shall, on the grounds of race, color, religion, sex, national origin, age, or disability, be excluded from employment with or participation in, be denied the benefit of, or be otherwise subject to discrimination under any program or activity performed under a grant award(s) entered into pursuant to this Agreement.

7.2.3 Assurances of Compliance with Parental Consent Policy – The Sub-recipient assures ODP that all activities conducted with grant funds to provide services to minors will collect appropriate parental consent. All applicable staff will be fully informed of, and will abide by, the policies and requirements set forth therein.

7.2.4 Assurance of Compliance with Charitable Choice Policy – The Sub-recipient assures ODP it shall comply with the Faith-based Status and Policy Compliance.

7.2.5 Assurance of Compliance with Lobbying Policy – The Sub-recipient assures ODP that lobbying activities will not be conducted using grant funds.

7.2.6 Assurance of Compliance with Federal Law regarding Supplanting of Funds

The Sub-recipient assures ODP that Partnership for Success Law Enforcement grant funds will not be used to supplant expenditures from other Federal, State or local sources.

Section 8: Miscellaneous

- 8.1 Governing Law** – Agreement shall be governed by and construed under the laws of the state of Idaho and the parties hereto consent to the jurisdiction and exclusive venue of the state courts of Ada County in the state of Idaho in the event of any dispute with respect to the Agreement.
- 8.2 Termination of Fiscal Necessity** – ODP is a government entity and it is understood and agreed that ODP’s reimbursement payments under this Agreement shall be paid from Idaho State Legislative appropriations, funds granted by the federal government, or both. The Legislature is under no legal obligation to make appropriations to fulfill this Agreement. This Agreement shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the Idaho State Legislature, or beyond any federal funds granted to ODP, as may exist from time to time. ODP shall have the right to terminate the Agreement in whole or in part (or any order placed under it) if, in its sole judgement, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for ODP to continue such payments, or requires any return or “give-back” of funds required for ODP to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g., through repeal of enabling legislation), or if the State discontinues or makes a material alteration of the program under which funds were provided, or if federal grant funds are discontinued. ODP shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease with ten (10) calendar days after notice to the Sub-recipient. Further, in the event that funds are no longer available to support the Agreement, as described herein, ODP shall not be liable for any penalty, expense, or liability or for general, special, incidental, consequential or other damages resulting therefrom. At Sub-recipient’s request, ODP shall promptly provide supplemental documentation as to such Termination for Fiscal Necessity. Nothing in this section shall be construed as ability by ODP to terminate for its convenience.
- 8.3 No Waiver** – The failure of either party to require strict performance of any term or condition of this Agreement, or to exercise any option or discretion granted to it, in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition. The same shall be and remain in full force and effect unless there is a prior written waiver by the wavering party.
- 8.4 Force Majeure** – If either party is delayed, hindered, or prevented from performing any act required under the Agreement by reason of delay beyond the reasonable control of the asserting party including, but not limited to, interruption of the power supply, theft, fire,

Act of God or public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, then performance of the act shall be excused for the period of delay. In that event, the period for the performance of the act shall be extended for a period equivalent to the period of the delay. Matters of the Sub-recipient's finances shall not be considered a forced majeure.

- 8.5 Severability** – If any term, provision, covenant, or condition of the Agreement, or the application thereof to any party or circumstance, shall be held to be illegal, invalid, or unenforceable in whole or in part for any reason, the remaining terms, provisions, covenants and conditions of the Agreement shall continue in full force and effect as if the Agreement had been executed with the illegal, invalid or unenforceable portion eliminated, so long as the Agreement as so modified continues to express, without materials change, the original intentions of the parties as to the subject matter of the Agreement, and the deletion of such portion of the Agreement will not substantially impair the respective benefits or expectations of the parties to the Agreement.
- 8.6 Entire Agreement** – The Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous applications, proposals, oral or written, negotiations, representations, commitments, and all other communications between the parties. All exhibits attached hereto and referenced herein are hereby incorporated and made an integral part of this Agreement.
- 8.7 Counterparts** – This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Accepted and Agreed

Sub-recipient Organization

Signed:_____

Title:_____

Date:_____

Office of Drug Policy

Signed:_____

Title:_____Administrator_____

Date:_____

PERFORMANCE REQUIREMENTS

Due Date: Quarterly Report Deadlines

Quarterly Progress and Financial Reports are due to ODP as follows:

Quarters	Months	Reporting Deadlines
Q1	July-Sept	Oct 15
Q2	Oct-Dec	Jan 15
Q3	Jan-March	April 15
Q4	April-June	July 15

- The Sub-recipient must enter all data required for quarterly outcome reporting into ODP's online platform to accurately record delivery of services:
<https://form.jotform.com/IdahoODP/le-quarterly-report>.
- Requests for reimbursements must be submitted as needed throughout the quarter through an online platform: https://form.jotform.com/IdahoODP/PFS-LE_Reimbursement.
- All requests for reimbursements pertaining to the fiscal year must be made before July 15, 2021.

Other Performance Requirements

- The Sub-recipient shall deliver the programs/services as detailed in the Grant Allocation Summary.
- The Sub-recipient shall collect and report data in accordance with ODP's directions and standards.
- The Sub-recipient shall be responsible for all news and information emailed, provided in a shared folder, and posted on prevention.odp.idaho.gov.

GRANT ALLOCATION SUMMARY

Partnership for Success (CDFA 93.243) Law Enforcement Grant Award State Fiscal Year 2021

Sub-recipient Name: Twin Falls Police Department
Grant Allocation: \$56,938.00

Budget Summary

Activity	Personnel	Mileage	Supplies	Total
Compliance Checks	\$28,156.00	\$232.00		\$28,388.00
Interdiction Activities	\$5,995.00	\$203.00		\$6,198.00
Party Patrols	\$7,865.75	\$145.00	\$292.25	\$8,303.00
Shoulder Tap Operations	\$12,734.00	\$87.00		\$12,821.00
Underage Drinking Presentations	\$1,199.00	\$29.00		\$1,228.00
Total Budget	\$55,949.75	\$696.00	\$292.25	\$56,938.00

This award is subject to the Special Terms and Conditions attached.

Granting Official:

Signature: _____ Date: _____

Recipient Official:

Signature: _____ Date: _____

SPECIAL TERMS AND CONDITIONS

Initialing below ensures that the Twin Falls Police Department is aware and willing to comply with the Special Terms and Conditions.

Grantee

The Sub-recipient will not use federal funds made available through this award to supplant state or local funds. If there is a potential presence of supplanting, the Sub-recipient will provide documentation demonstrating that any reduction in non-Federal resources occurred for reasons other than receipt of expected receipt of Federal funds.

The Sub-recipient must ensure that project funds are not commingled with funds from other federal services. In addition, the Sub-recipient is prohibited from commingling funds on either a program-by-program basis or a project-by-project basis. Funds specifically budgeted and/or received from one project cannot be used to support another. Where a Sub-recipient's accounting system cannot comply with this requirement, it is recommended that the Sub-recipient establish a system to provide adequate fund accountability for each project that it has been awarded.

The Sub-recipient will ensure that all persons having contact with vulnerable populations, including but not limited to children, incarcerated individuals, the elderly, the unhoused, and individuals with mental illness, to deliver services funded by this grant will obtain a background check before services are delivered. The Sub-recipient shall supply ODP with documentation ensuring a proper background check, upon request.

The Sub-recipient is responsible for employing organization and management techniques necessary to assure proper and efficient administration including accounting, budgeting, reporting, auditing, and other review controls and maintaining such records.

The Sub-recipient will spend funds according to the Grant Allocation Summary. If there are needed modifications in the project budget or activities, the Sub-recipient will complete proper paperwork and await ODP approval before monies are spend on said modified activities.

The Sub-recipient will ensure that all personnel costs associated with these funds are considered overtime.



Date: Monday, June 22, 2020
To: Honorable Mayor and City Council
From: Jesse Schuerman, Staff Engineer

PRESENTATION

Request:

PRESENTATION: Presentation from Idaho Transportation Department about a pavement rehabilitation project on Blue Lakes Blvd. from Perrine Bridge to Poleline.

Time Estimate:

15 minutes

Background:

Steve Hunter and Jessica Williams will present information on the Blue Lakes Project.

The project includes a 2" mill and inlay, replacement to pedestrian ramps, reconstructing Southbound lane from Filmore St. to Canyon Springs Rd., and replacing the Traffic Signal at Fillmore/Bridgeview.

Approval Process:

Budget Impact:

Regulatory Impact:

History:

N/A

Analysis:

N/A

Conclusion:

When ITD bids out this project they will want to establish an agreement with the City for the City to provide a 7.34% matching funds on the sidewalk and ADA ramp related work. An estimate of the match is \$8,300.

Attachments:

1. FACT SHEET - ITD_TF

FACT SHEET

PROJECT DESCRIPTION

The Idaho Transportation Department will undertake a pavement rehabilitation project on Blue Lakes Blvd. starting south of Pole Line Rd. and ending at the Perrine Bridge. Work includes removing and replacing the top 2" of pavement, removal and replacement of the pedestrian ramps, reconstructing the outside southbound lane from Fillmore St. to Canyon Springs Rd., and removal and replacement of the traffic signal at the Fillmore St. and Bridgeview Blvd. Intersection.

PUBLIC INVOLVEMENT

- One on One Meetings with Business Owners — June/July 2020
- Public Open House — Fall 2020
- Preconstruction Open House — Spring 2021

CONSTRUCTION SCHEDULE

SUMMER 2021

- Start Between May and July 2021

NUMBER OF WEEKS ANTICIPATED

- Signal Construction — 9 weeks
- Roadway Construction — 5 weeks



IDAHO
TRANSPORTATION DEPARTMENT



WORK RESTRICTIONS

Nighttime Work

Roadway construction will occur between 9pm and 7am.

Business Access

At least one access off of Blue Lakes will be maintained for Magic Valley Mall and for the Canyon View West businesses.

Access Closures

Perrine Street will be closed for 5 days during the road reconstruction activities.

Intersection Closures

Shoulders and outside lanes will be closed on occasion for traffic signal work at Blue Lakes and Bridgeview. There will be occasions during nighttime construction when the Bridgeview intersection and Pole Line intersection will be controlled by flaggers.

Lane Closures

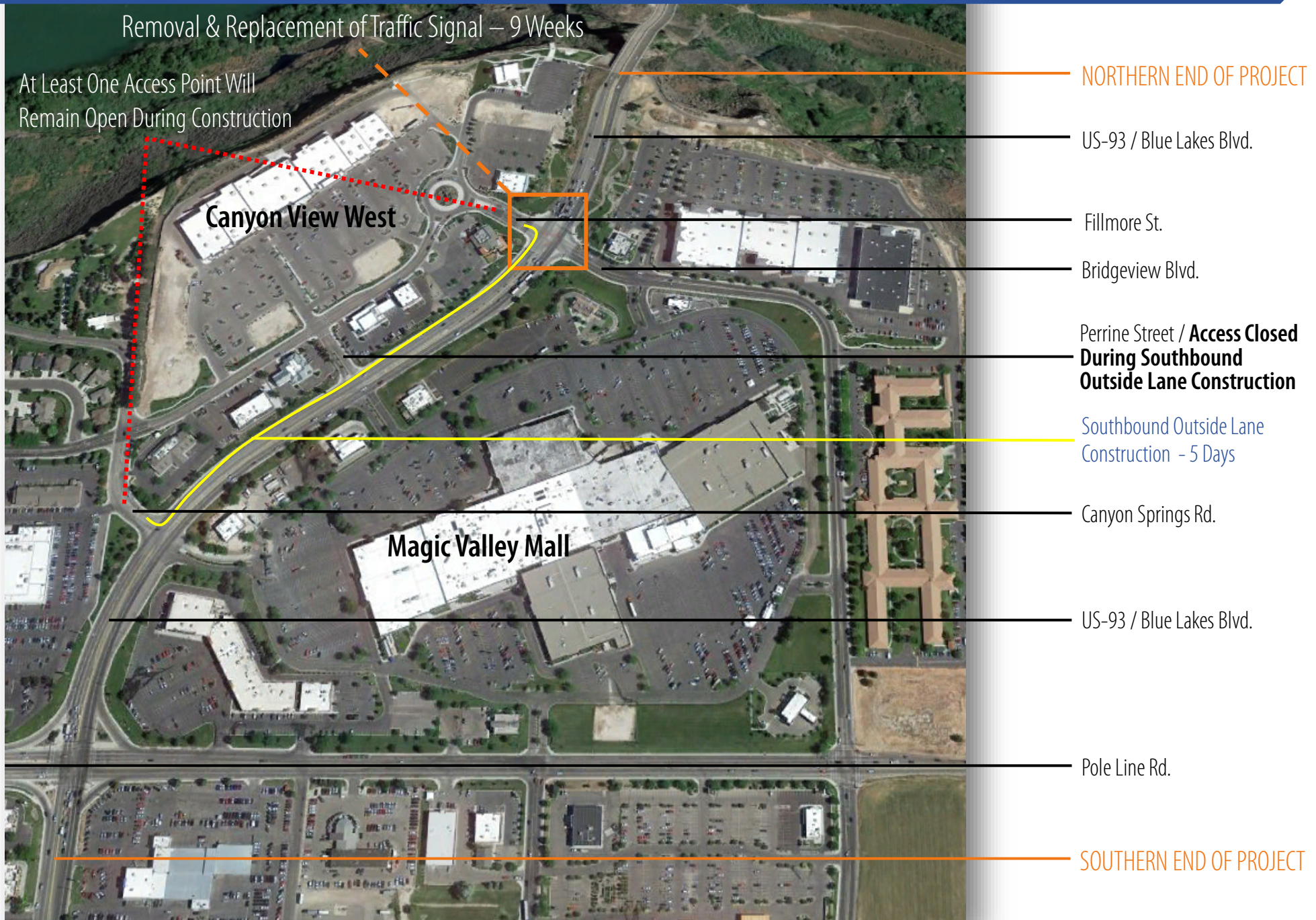
- Maintain 1 lane each direction during nighttime work.
- Maintain 2 lanes each direction during daytime.
- Minimum lane widths of 11 feet.

Project Limits

See page 2.

For more information please visit <https://itd.idaho.gov/d4/>

PROJECT LIMITS





Date: Monday, June 22, 2020
To: Honorable Mayor and City Council
From: Erin Steel, Staff Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to pass a resolution authorizing the Mayor and City Clerk to sign the State/Local Agreement for the Filer Avenue Road Safety Audit.

Time Estimate:

5 minutes

Background:

In January of 2019, city staff applied for and was awarded a \$50,000 Local Highway Safety Improvement Program (LHSIP) grant. This program is a federally funded program aimed at eliminating fatal and serious injury crashes. The program is administered through the Local Highway Technical Assistance Council (LHTAC).

The grant will fund a Road Safety Audit (RSA) of Filer Avenue between Washington Street and Eastland Drive. In the last five years 94 crashes have been reported along this corridor. A preliminary investigation reveals that these crashes do not have a common identifiable factor and the crash rate is abnormally high. The RSA will help staff identify potential roadway hazards or deficiencies that if fixed will improve the safety of the road and decrease the crash rate.

LHTAC requires the City pass a resolution that authorizes the Mayor and City Clerk to sign the agreement. Staff recommends that council pass the resolution authorizing the Mayor and Clerk to sign the agreement.

Approval Process:

A majority vote by council will approve this request.

Budget Impact:

There is a 7.34% City match for this program, which is \$3,670. These funds will come from the Engineering budget line item professional services.

Regulatory Impact:

None

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that council pass the resolution authorizing the Mayor and Clerk to sign the agreement.

Attachments:

1. 22409 SLA
2. Filer Avenue Vicinity Map 2
3. LHSIP FY21 Application

**STATE/LOCAL AGREEMENT
PROJECT NO. A022(409)
FILER AVE SAFETY AUDIT
CITY OF TWIN FALLS
TWIN FALLS COUNTY
KEY NO. 22409**

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION BOARD** by and through the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF TWIN FALLS**, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested that the State include in its Idaho Transportation Investment Program, Federal-Aid Project No. 22409, described as a Road Safety Audit. The project will be developed by Sponsor's Consultant. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

NOTE: Securing the services of a consultant for the work must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Certain functions under this Agreement are to be performed by the State, involving the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project for work off the State Highway System.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL TERMS

1. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed on the approved Idaho Transportation Investment Program, and subsequent

revisions. Current estimated cost for development of the project is \$50,000.

2. The Sponsor's match for this project will be provided as cash in the amount of 7.34 percent of the entire project (currently \$3,670).
3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at: <https://apps.itd.idaho.gov/PayITD>.
4. Sufficient Appropriation. It is understood and agreed that the State and the Sponsor are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate the State or the Sponsor beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State and the Sponsor reserve the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Assist in the selection of a Consultant, negotiate, and furnish the Agreement for Consultant Services and any supplements thereto, to be utilized by the Sponsor and Consultant on this project.
2. Upon receipt of appropriate documentation showing expenditure of funds for this project, reimburse the Sponsor for the Federal-aid share at the rate of 92.66%.
3. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated by the Sponsor prior to completion, and the Sponsor has been reimbursed with federal funds for project development.
4. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

SECTION III. That the Sponsor shall:

1. Pay to the State the sum of **ONE THOUSAND DOLLARS (\$1,000)**, estimated to be the total expense to the State for this project. These funds will be credited towards the Sponsor's match on the project. Upon project completion, if the estimated expense does not reflect the true cost of the work performed by the State, the Sponsor shall remit to the State the additional sum needed to cover the actual costs incurred by the State.
2. With the assistance of the State, secure the services of a consultant through written agreement to prepare the safety audit.
3. Make timely payment of all consultant invoices throughout the development of the project. Upon completion of the safety audit, submit to the State copies of all allowable consultant invoices and receipts showing payment of same.
4. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated by the Sponsor prior to completion.
5. Upon completion of the project, provide the following to the State:
 - a. written notification of completion of the project,
 - b. one hard copy of the Safety Audit, and
 - c. an electronic copy of the Audit.
6. Comply with Attachment 1 attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Attachment 1 if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior

to disposing of any property acquired under this agreement.

7. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues that arise from it.
8. Comply with all other applicable State and Federal regulations.

EXECUTION

This Agreement is executed for the State by its Highways Construction & Operations Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Twin Falls.

IDAHO TRANSPORTATION DEPARTMENT

Division Administrator
Highways Construction & Operations

ATTEST:

CITY OF TWIN FALLS

Clerk
(SEAL)

Mayor

By regular/special meeting
on _____.

cf: 22409 SLA

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF TWIN FALLS**, hereafter called the **CITY**, for development of Filer Ave Safety Audit; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A022 (409) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Twin Falls, held on

_____, _____.

(Seal)

City Clerk

ATTACHMENT 1

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI

compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8884

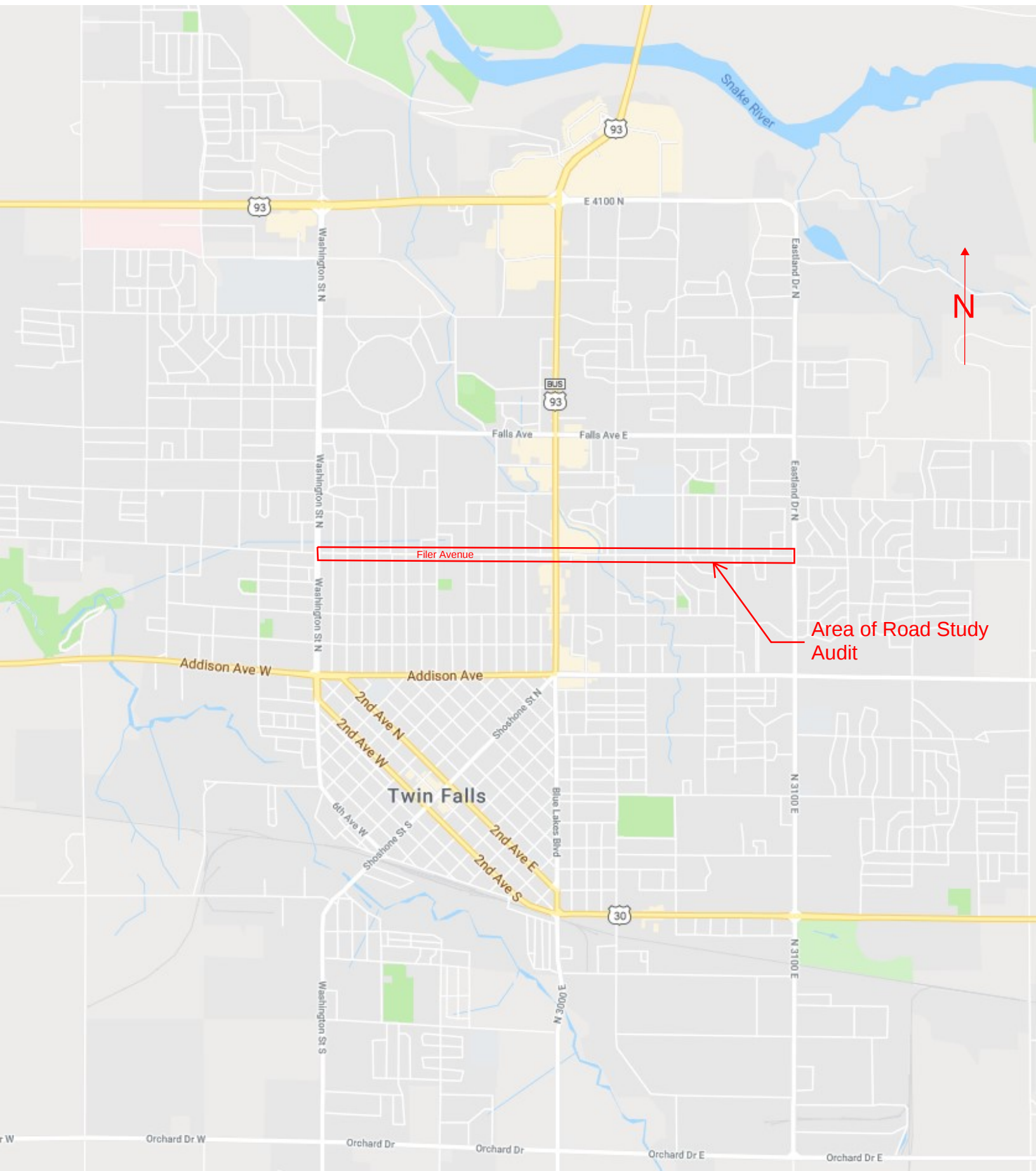
Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Revised: 03-09, 08-10, 08-17



FY 2021 Local Highway Safety Improvement Program Application

Please respond to the following questions:

Local Highway Jurisdiction:	City of Twin Falls
Contact Person:	Erin Steel
Mailing Address:	203 Main Avenue East, Twin Falls, ID 83301
Phone:	(208) 735-7310
E-Mail Address:	esteel@tfid.org

- 1 Is this safety project for a single site or a systemic solution?

Road Safety Audit
- 2 How many fatalities have occurred at this site/s in the past 5 years?

0

 *Fatal Crashes
- 3 How many serious (A) injury crashes have occurred at this site/s in the past 5 years?

13

 *Serious Injury Crashes
- 4 How many evident injury (B) crashes have occurred at this site/s in the past 5 years?

19

 Evident Injury Crashes
- 5 How many crashes with possible injury (C) have occurred at this site/s in the past 5 years?

25

 Possible Injury Crashes
- 6 How many crashes involved property damage only (PDO) in the past 5 years?

37

 Property Damage Only Crashes

** To be eligible, a project must have at least one Fatal or Type A Injury Accident.*

Select Countermeasures:

7	Countermeasure 1 (from Toolbox)	Crash Reduction Factor 1 (percentage)	Service Life 1 (years)	*Project Cost 1 (dollars + match)
8	Select Countermeasure 2	Crash Reduction Factor 2	Service Life 2	Project Cost 2
9	Select Countermeasure 3	Crash Reduction Factor 3		Project Cost 3

Result:	#DIV/0!	to 1	Benefit-Cost Ratio
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Estimated LHJ Cost:	\$	-	(7.34% Match)
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** Project cost should include environmental, LHTAC, CE&I and State administrative cost. Estimated cost may be adjusted upon receipt and review of application by LHTAC staff.*

Additional Questions:

Does your jurisdiction have a Title VI plan that complies with 28 CFR 35.105 regarding Americans with Disabilities Act (ADA) and complying with 23 CFR 200, Civil Rights Title VI Program? Yes ☒ No ☐

Who is your point of contact for your plan?

Jon Caton Public Works Director

Please Include with this Application:

- A one page project description
- A Vicinity Map with Project Area clearly marked
- An ITD 1150 Form (financial estimate)
- An ITD 1983 Form (right-of-way)
- An ITD 2435 Form (Federal-aid project request)

Filer Avenue – Road Study Audit

Local Highway Safety Improvement Program (LHSIP) Application

Project Description:

The City of Twin Falls is requesting funds through the Local Highway Safety Improvement Program (LHSIP) to conduct a Road Safety Audit on the Filer Avenue corridor between Washington Street and Eastland Drive.

Filer Avenue is a major collector, one with a high crash rate. Based on data provided by the Local Highway Technical Assistance Council (LHTAC), the five year crash data indicates a total of 94 crashes reported along this corridor.

Locations:

Based on the crash data, the 94 crashes occurred throughout the entire corridor between Washington Street and Eastland Drive. A few examples of these crashes include rear-end, angle turning, head-on, pedestrian, and vehicle with fixed object crashes. No observable pattern has been determined for these crashes.

Crash Data Trends:

The five year crash data indicates a total of 94 crashes throughout the corridor.

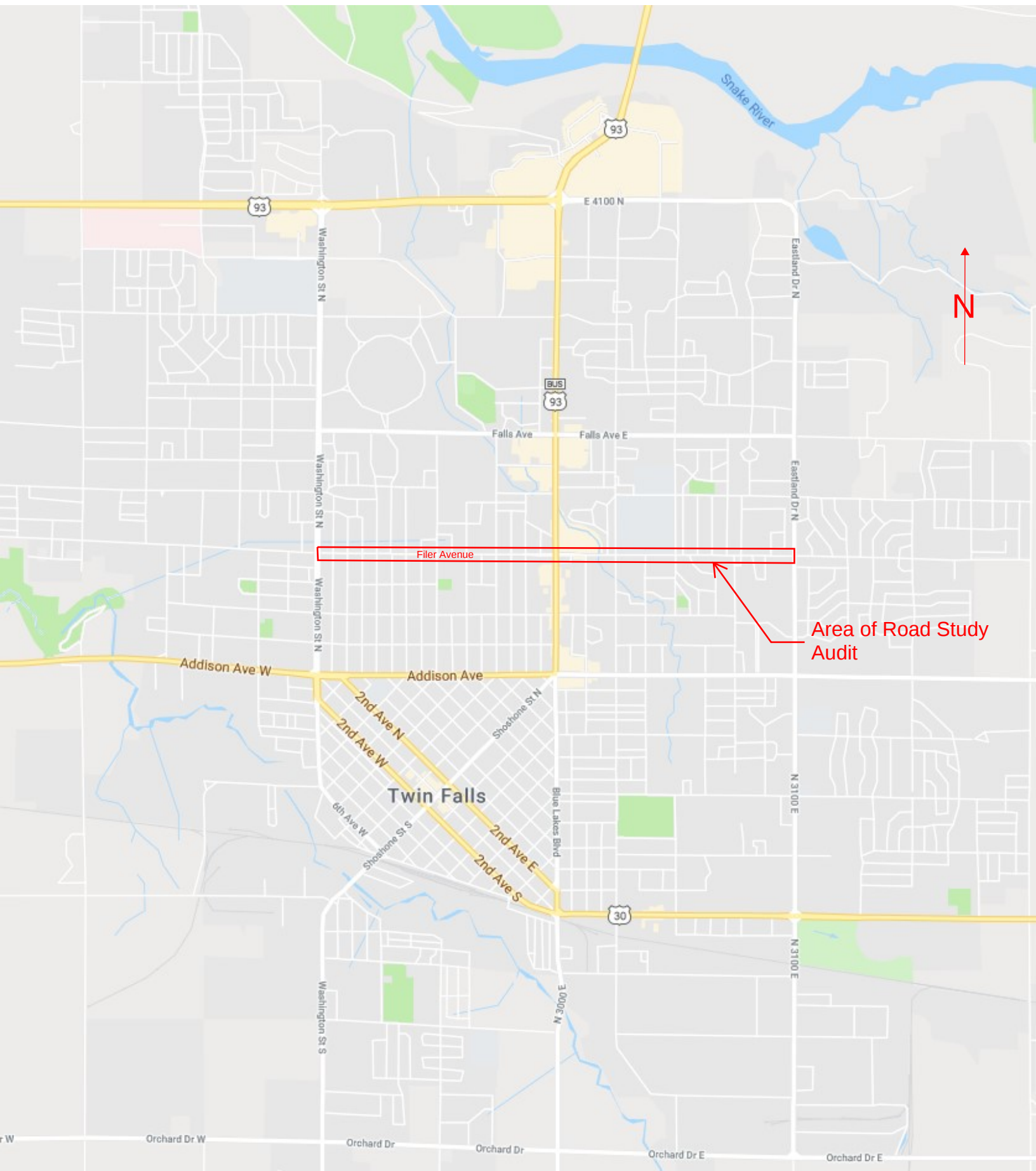
Type of Crash	# of Crashes
Fatal Crashes	0
Type A	13
Type B	19
Type C	25
Property Damage	37
Total	94

Project Cost:

The estimated cost to complete the Road Study Audit is \$45,000.00

Proposed Countermeasures:

As this is a Road Study Audit no countermeasures will be proposed. The LHSIP funds will be used to complete a study which will determine what countermeasures could be used to decrease the crash rate.



3.3 ITD 1150 (Rev. 6-17) Project Cost Summary Sheet

Round Estimate to Nearest \$1,000

Key Number	Project Number				Date
Location					District
Segment Code	Begin Mile Post	End Mile Post	Length in Miles		

	Previous ITD 1150	Initial or Revise To
1a. Preliminary Engineering (PE)		
1b. Preliminary Engineering by Consultant (PEC)		
2. Right-of-Way: Number of Parcels Number of Relocations		
3. Utility Adjustments: Work Materials By State By Others		
4. Earthwork		
5. Drainage and Minor Structures		
6. Pavement and Base		
7. Railroad Crossing: Grade/Separation Structure		
At-Grade Signals Yes No		
8. Bridges/Grade Separation Structures:		
New Structure Length/Width _____		
Location _____		
Repair/Widening/Rehabilitation Length/Width _____		
Location _____		
9. Traffic Items (Delineators, Signing, Channelization, Lighting, and Signals)		
10. Construction Traffic Control (Sign, Pavement Markings, Flagging, and Traffic Separation)		
11. Detours		
12. Landscaping		
13. Mitigation Measures		
14. Other Items (Roadside Development, Guardrail, Fencing, Sidewalks, Curb and Gutter, C.S.S. Items)		
15. Cost of Constructions (Items 3 through 14)		
16. Mobilization % of Item 15		
17. Construction Engineer and Contingencies % of Items 15 and 16		
18. Total Construction Cost (15 + 16 + 17)		
19. Total Project Cost (1 + 2 + 18)		
20. Project Cost Per Mile	N/A	N/A
Prepared By:		

3.4 ITD 1983 (Rev. 10-15-10)
itd.idaho.gov

**Local Public Agency's Certificate Of
Completion Of Right-Of-Way Activities**
Idaho Transportation Department



Key Number	Project Number	Project Name Filer Avenue-Road Safety Audit
Local Public Agency City of Twin Falls		

Complete the applicable section below and the Certification section.

Right-of-Way is Not Required

- ☒ All work will be done within the existing right-of-way
- ☒ No utilities are involved in this project
- ☒ Utilities are impacted and agreements are in place. Number of Utilities _____

Right-of-Way is Required

Number of ownerships acquired _____ Total amount paid \$ _____

Number of parcels in condemnation or pending final settlement _____

Number of Relocations _____

- ☐ No utilities are involved in this project
- ☐ Utilities are impacted and agreements are in place. Number of Utilities _____

Certification

I hereby certify that all acquisitions and relocations, if any, were performed in accordance with our assurances to comply with state and federal laws and regulations related to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and amendments thereto.

It is further certified that in all cases where the real property rights were obtained through donation, that the property owner(s) was fully informed of the right to receive just compensation and the owner has released our agency from its obligation to appraise the property in the event that the estimated value may exceed \$5,000.00.

Agency Contact's Name (Printed) Erin Steel	Phone Number (208) 735-7310	E-Mail Address esteel@tifd.org	
Attester's Signature (Clerk or Secretary) 	Date 1/10/19	Chairman, President, or Mayor's Signature 	Date 1-10-19

3.2 ITD 2435 Local Federal-Aid Project Request

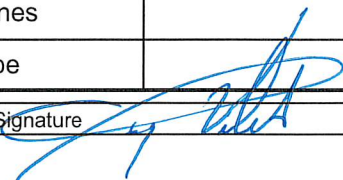
Instructions

1. Under Character of Proposed Work, mark appropriate boxes when work includes Bridge Approaches in addition to a Bridge.
2. Attach a Vicinity Map showing the extent of the project limits.
3. Attach an ITD 1150, Project Cost Summary Sheet.
4. Signature of an appropriate local official is the only kind recognized.

Note: In Applying for a Federal-Aid Project, You are Agreeing to Follow all of the Federal Requirements Which Can Add Substantial Time and Costs to the Development of the Project.

Sponsor (City, County, Highway District, State/Federal Agency) City of Twin Falls			Date 01/10/2019		
Project Title (Name of Street or Road) Filer Avenue-Road Study Audit		F.A. Route Number	Project Length 2 Miles	Bridge Length	
Project Limits (Local Landmarks at Each End of the Project)					
Character of Proposed Work (Mark Appropriate Items)					
Excavation	Bicycle Facilities	Utilities	Sidewalk		
Drainage	Traffic Control	Landscaping	Seal Coat		
Base	Bridge(s)	Guardrail			
Bit. Surface	Curb & Gutter	Lighting			
Estimated Costs (Attach ITD 1150, Project Cost Summary Sheet) \$ 45,000.00					
Preliminary Engineering (ITD 1150, Line 1) \$ 45,000.00					
Right-of-Way (ITD 1150, Line 2) \$ 0.00					
Construction (ITD 1150, Line 18) \$ 0.00					
Preliminary Engineering By: Sponsor Forces Consultant					
Checklist (Provide Names, Locations, and Type of Facilities)					
Railroad Crossing					
Within 2 miles of an Airport					
Parks (City, County, State or Federal)					
Environmentally Sensitive Areas					
Federal Lands (Indian, BLM, etc.)					
Historical Sites					
Schools					
Other					
Additional Right-of-Way Required: ☒ None ☐ Minor (1-3 Parcels) ☐ Extensive (4 or More Parcels)					
Will any Person or Business be Displaced: ☐ Yes ☒ No ☐ Possibly					
Standards	Existing	Proposed	Standards	Existing	Proposed
Number of Lanes			Roadway Width (Shoulder to Shoulder)	ft	ft
Pavement Type			Right-of-Way Width	ft	ft

Sponsor's Signature



Troy Vittek

Title

Assistant City Engineer

Additional Information to be Furnished by the District

Functional Classification	Terrain Type	20	ADT/DHV
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Date: Monday, June 22, 2020
To: Honorable Mayor and City Council
From: Mitch Humble, Deputy City Manager

ACTION ITEM

Request:

ACTION ITEM: Request to use reserve funds to complete and furnish shelled space in City Hall for Utility Billing.

Time Estimate:

10 minutes for presentation and questions

Background:

When City Hall was completed in 2017, there were several areas of the building that we left unfinished and were intended for future growth. The decision was made to close the Utility Billing counter permanently after it was initially closed due to COVID-19. With this change, the space is no longer appropriate for Utility Billing. The Recreation Department, which has substantial direct customer contact, will move from their current location to this space. This creates a need to relocate Utility Billing. Multiple options were explored, and the decision was made to finish the shelled space on the first floor and install a drop box into the space. This request also includes finishing the shelled space on the 2nd floor.

Approval Process:

Majority vote in favor of using reserve funds to complete the work.

Budget Impact:

\$150,000 from reserves

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends Council approve using reserve funds to finish the 1st and 2nd floor shelled space, furnish the 1st floor space for Utility Billing, and install a drop box for customers along Main Ave near this new space.

Attachments:

None

