



Twin Falls City Council Agenda

Tuesday, January 19, 2021, 3:30 PM

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

****SPECIAL MEETING****

The Twin Falls City Council will meet at 3:30 P.M., for the purpose of :
Tour of City Property for Potential Future Park

5:00 P.M. - The regular meeting will follow.

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 January 11, 2021, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve the Accounts Payable for January 7-13, 2021.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing J&J Meadow Subdivision.
By: Mark Holtzen, City Engineer
 - d) **ACTION ITEM:** Request for Approval of the Findings of Fact and Conclusions of Law for the Grandview Falls, LLC Zoning District Change and Zoning Map Amendment.
By: Jonathan Spendlove, Planning & Zoning Director
- 5) ITEMS OF CONSIDERATION
 - a) **PRESENTATION/POSSIBLE ACTION:** Pastor Paul Thompson presentation to City Council on proclamation drafted by Idaho Right to Life, Sage Health Center, Students for Life, and Eastside Baptist Church.
By: Pastor Paul Thompson
- 6) GENERAL PUBLIC INPUT
- 7) ADVISORY BOARD REPORT/ANNOUNCEMENTS
- 8) PUBLIC HEARINGS: None

9) ADJOURNMENT

- a) **ACTION ITEM:** ADJOURN TO EXECUTIVE SESSION §74-206 (1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student and Executive Session §74-206(1)(c) To acquire an interest in real property which is not owned by a public agency.

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

Public Input Procedures

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

Public Hearing Procedures for Zoning Requests

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



Twin Falls City Council Minutes

Monday, January 11, 2021, 5:00 PM

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

****AMENDED AGENDA****

Addition to the agenda: 5(d)

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

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

Absent:

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Mitch Humble, Police Chief Craig Kingsbury, City Attorney Shayne Nope, Staff Engineer Josh Baird(Phone), Fire Chief Les Kenworthy(Phone), Chief Financial Officer Breanna Howard(Phone), Senior Planner Liz Hart, Network Administrator Mike Plane(Phone), Finance Administrative Assistant Amy Luna.

Mayor Hawkins called the meeting to order at 5:01 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

Council Member Boyd requested item(b) be voted on separately.

MOTION: Vice Mayor Pierce moved to approve the Consent Calendar items (a) & (c) as presented.

Council Member Reid seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0

MOTION: **Council Member Reid** moved to approve the Consent Calendar Item (b) as presented.

Vice Mayor Pierce seconded the motion. Roll call vote showed all members present voted.

Approved 5 to 0 with **Council Member Boyd** abstaining.

- a) Request to approve the Accounts Payable for December 31, 2020, through January 6, 2021.
- b) Request to approve January 4, 2021, City Council Minutes.
- c) Request to Approve the Findings of Fact and Conclusions of Law for the J&J Subdivision Final Plat.

5) ITEMS OF CONSIDERATION

- a) Request to award the Harmon Park Parking Lot Project to Kloepper, Inc. of Twin Falls, Idaho, in the amount of \$508,731.06 and authorize a 10% contingency of \$50,000 for potential change orders.

Staff Engineer Baird requested to award the Harmon Park Parking Lot Project to Kloepper, the amount of \$50,000 for potential change orders.

Discussion ensued on the following:

Vice Mayor Pierce: Asked about the timing of the project.

MOTION: **Council Member Barigar** moved to approve the request to award the Harmon Park

Parking Lot Project to Kloepper, Inc. of Twin Falls, Idaho, in the amount of \$508,731.06 and authorize a 10% contingency of \$50,000 for potential change orders. **Council Member Boyd** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- b) Request approval of an amendment of the master contract between the City of Twin Falls and Pivot North Architects. The document will amend the original contract agreement between Pivot North Architecture and the City of Twin Falls, Idaho for scope, schedule, and budget associated with the Twin Falls Fire Training Facility.

Fire Chief Kenworthy requested approval of an amendment of the master contract between the City of Twin Falls and Pivot North Architects. The document will amend the original contract agreement between Pivot North Architecture and the City of Twin Falls, Idaho for scope, schedule, and budget associated with the Twin Falls Fire Training Facility.

Discussion ensued on the following:

Council Member Boyd: Asked for clarification of the motion.

MOTION: **Council Member Boyd** moved to approve the request to amend the master contract between the City of Twin Falls and Pivot North Architects. The document will amend the original contract agreement between Pivot North Architecture and the City of Twin Falls, Idaho for scope, schedule, and budget associated with the Twin Falls Fire Training Facility. **Council Member Reid** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- c) Approving the use of revenue anticipation notes to allow for the construction of Fire Station 2 and Fire Station 3.

Chief Financial Officer Howard requested approval of the use of revenue anticipation notes to allow for the construction of Fire Station 2 and Fire Station 3.

Discussion ensued on the following: None

MOTION: **Council Member Barigar** moved to approve the request for **R-2021-001** for the use of revenue anticipation notes to allow for the construction of Fire Station 2 and Fire Station 3. **Vice Mayor Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- d) Request to approve a resolution to lease one thousand (1,000) water shares to Southwest Irrigation District.

City Attorney Nope requested to approve a resolution to lease one thousand (1000) water shares to Southwest Irrigation District.

Discussion ensued on the following:

Vice Mayor Pierce: How does the price per share compare to previous years?

MOTION: **Vice Mayor Pierce** moved to approve **Resolution #2021-004** to lease one thousand (1000) water shares to Southwest Irrigation District. **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

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

Mayor Hawkins reported on the youth council.

Council Member Barigar reported on the Public Arts Commission.

City Manager Rothweiler advised the council to do the Executive Session before the 6:00 p.m. Public hearing. Adjourned at 5:38, reconvened at 6:00 p.m.

8) PUBLIC HEARINGS

- a) Request for a Zoning District Change and Zoning Map Amendment from R-4 to R-4 M-2 and C-1 Zoning Development Agreement for the 500-800 blocks of Grandview Drive South c/o EHM Engineers, Inc. on behalf of Grandview Falls, LLC. On December 8, 2020, the Planning & Zoning Commission recommended approval to the City Council of this request by a vote of 4-1. (PZ20-0088)

Senior Planner Hart requested a zoning district change and zoning map amendment from R-4 to R-4 M-2 and C-1 zoning development agreement for the 500-800 blocks of Grandview Drive South c/o EHM Engineers, Inc. on behalf of Grandview Falls, LLC.

Discussion ensued on the following:

Council Member Reid: Asked about the broadcast.

The applicant's representative presented the request.

Discussion ensued on the following:

Public Hearing Opened: 6:16 pm

Citizen Allison Bargerter: Spoke against this request.

Citizen Lisa Latshaw: Spoke against this request.

Citizen Leslie Wolff: Spoke against this request.

Citizen Robert Reeder: Spoke against this request.

Citizen Jan Reeder: Spoke against this request.

Applicants representative addressed the concerns of the citizens.

Public Hearing Closed: 6:36 pm

Discussion ensued on the following:

Mayor Hawkins: Asked about the sidewalk requirements as addressed by a citizen.

Council Member Reid: Asked for clarification on the sidewalk.

Council Member Boyd: Talked about the applicant's request and going forward. Is in favor of this motion.

Council Member Lanting: Asked for clarification of the motion.

Mayor Hawkins: Commented on the request and the need for mixed uses. Is in favor of this motion.

MOTION: **Council Member Boyd** moved to approve the request for a zoning district change and zoning map amendment from R-4 to R-4 M-2 and C-1 zoning development agreement for the 500-800 blocks of Grandview Drive South c/o EHM Engineers, Inc. on behalf of Grandview Falls, LLC as presented.

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

9) ADJOURNMENT

- a) ADJOURN TO EXECUTIVE SESSION §74-206(1)(c) To acquire an interest in real property which is not owned by a public agency.
MOTION: **Council Member Reid** moved to ADJOURN TO EXECUTIVE SESSION §74-206(1)(c) To acquire an interest in real property that is not owned by a public agency. **Vice Mayor Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

The meeting adjourned at 06:45 PM



Date: Tuesday, January 19, 2021
To: Honorable Mayor and City Council
From: Mark Holtzen, City Engineer

ACTION ITEM

Request:

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

Time Estimate:

N/A

Background:

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

Approval Process:

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

Budget Impact:

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

Regulatory Impact:

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

History:

N/A

Analysis:

N/A

Conclusion:

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

Attachments:

1. Improvement Agreement

IMPROVEMENT AGREEMENT

for DEVELOPMENTS

This Agreement made and entered into this 5TH day of JAN, 2021, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and Ensign Construction, LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development J&J Meadow Subdivision.

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

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

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

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

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

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

W I T N E S S E T H

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

I.

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

II.

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

a. Surety Bond

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

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

III.

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

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

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

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

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

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

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

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

IV.

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X

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

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

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

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

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

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

XI.

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

PUBLIC WAYS

(a) Required Improvements

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

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

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

(b) City Costs

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

(c) Required Inspections and Testing

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

WATER SYSTEM

(a) Required Improvements

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

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

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

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

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

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

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

(b) City Costs

- (1) None.

(c) Required Inspections

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

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

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

(b) City Costs

(1) None.

(c) Required Inspections and Testing

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

STORM DRAINAGE SYSTEM

(a) Required Improvements

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

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

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

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

(b) City Costs

(1) None.

(c) Required Inspections and Testing

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

GRAVITY IRRIGATION SYSTEM

(a) Required Improvements

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

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

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

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

PRESSURE IRRIGATION SYSTEM

(a) Required Improvements

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

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

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

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

SPECIAL FEATURES

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

- a) Required Improvements

- b) City Costs

- (1) None.

XIII.

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

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

XIV.

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

XV.

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

Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk_____
Mayor_____
Developer

Jacob WintersSTATE OF IDAHO)
)ss.
County of Twin Falls)

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

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

Notary Public for Idaho
Residing

CORPORATION

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

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

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

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

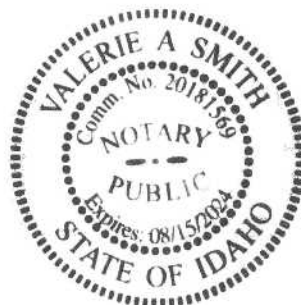
Notary Public for Idaho
Residing _____

PARTNERSHIP

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

On this 5TH day of JANUARY, 2021, before me, the undersigned, a Notary Public for Idaho, personally appeared JACOB WINTERS, known or identified to me (or proved to me on the oath of _____) to be one of the partners in the partnership of ENSIGN CONSTRUCTION, LLC, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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



Notary Public for Idaho
Residing TWIN FALLS
COMM EXP: 8-15-2024

NOTICE OF DEVELOPER'S AGREEMENT

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

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

CITY OF TWIN FALLS, IDAHO

 City Clerk

 Mayor

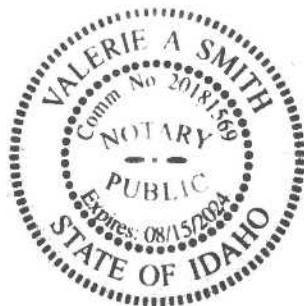
 Developer

Jacob Winters

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

On this 5TH day of JANUARY, 2021, before me, the undersigned, a Notary Public for Idaho, personally appeared JACOB WINTERS, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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



Valerie A. Smith
 Notary Public for Idaho

Residing TWIN FALLS

COMM EXP: 8-15-2024



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:

Zoning District Change & Zoning Map Amendment,
Application,

Greg Harman, Grandview Falls, LLC
c/o EHM Engineers

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)
)
)
)
)

FINDINGS OF FACT,

CONCLUSIONS OF LAW,

AND DECISION

Applicant(s)

This matter having come before the City Council of the City of Twin Falls, Idaho on January 11, 2021 for public hearing pursuant to public notice as required by law for a Zoning District Change and Zoning Map Amendment from R-4 to R-4, C-1, M-2 ZDA for 157 acres (+/-) for property located at the 500-800 blocks of Grandview Drive South and the City Council having heard testimony from interested parties, and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for a Zoning District Change and Zoning Map Amendment from R-4 to R-4, C-1, M-2 ZDA for 157 acres (+/-) for property located at the 500-800 blocks of Grandview Drive South.
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: November 19, 2020 and December 24, 2020.
3. The property in question is zoned R-4 pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Industrial/Flex/Employment in the duly adopted Comprehensive Plan of the City of Twin Falls.
4. The existing neighboring land uses in the immediate area of this property are: to the north, Agriculture; to the south, Residential and Agriculture; to the east, Residential and Agriculture; to the west, Residential and Agriculture.

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

CONCLUSIONS OF LAW

1. The application for a Zoning District Change and Zoning Map Amendment from R-4 to R-4, C-1, M-2 ZDA for 157 acres (+/-) for property located at the 500-800 blocks of Grandview Drive South is consistent with the purpose of the R-4, C-1, M-2 ZDA Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed mixed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-4-5, 10-4-8, 10-5-10 and 10-6-1 of the Twin Falls City Code.

3. The proposed uses are proper use in the R-4, C-1, M-2 ZDA Zone, subject to the conditions, which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

4. Public services may not be available at the time of development, depending upon the speed of development of this and other subdivisions and the ability of the City to obtain additional water and/or sewer capacity. A rezone of this property is not a guarantee city utilities are available. A will-serve letter will be issued upon review and approval for a final plat and/or a phase of a final plat.

5. The application for a Zoning District Change and Zoning Map Amendment from R-4 to R-4, C-1, M-2 ZDA for 157 acres (+/-) for property located at the 500-800 blocks of Grandview Drive South should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls and to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

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

DECISION

1. The application for a for a Zoning District Change and Zoning Map Amendment from R-4 to R-4, C-1, M-2 ZDA for 157 acres (+/-) for property located at the 500-800 blocks of Grandview Drive South.

2. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls and to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"EXHIBIT NO. A"

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards.

**Proclamation on the Sanctity of Life
and Our Mutual Desire to Abolish Abortion
In the City Twin Falls, Idaho**

Presented on January 19, 2021
by the Undersigned Citizens

WHEREAS, Almighty God created life and commanded humanity to be fruitful and multiply and has commanded humanity to not murder; and¹

WHEREAS, the preamble of the Idaho Constitution acknowledges the authority of the Almighty God when it states “We, the people of the state of Idaho, grateful to Almighty God for our freedom, to secure its blessings and promote our common welfare do establish this Constitution”; and²

WHEREAS, the 5th and 14th amendments to the United States Constitution declares that no person shall be deprived of life without due process of law; and

WHEREAS, Section 32-102, Idaho code, identifies the preborn child “conceived, but not yet born, is to be deemed an existing person so far as may be necessary for its interest”, and section 18-4001, Idaho Code, defines a human being as “including, but not limited to, a human embryo or fetus”; and

WHEREAS, the Idaho Constitution recognizes in Article I, Section 1 that “All men are by nature free and equal, and have certain inalienable rights, among which are enjoying and defending life...and securing safety”; and

WHEREAS, Article VI of the United States Constitution declares that the Constitution itself is the supreme law of the land; and

WHEREAS, the Idaho Health and Welfare defines “Induced Abortion” as an intentional action to stop a live birth; and³

WHEREAS, there were 1,257 murders by abortion committed on innocent, preborn persons in the state of Idaho in 2018; and⁴

WHEREAS, there were 196 murders by induced abortion committed on innocent, preborn persons in Twin Falls, Idaho in 2018; and⁵

WHEREAS, the United States Supreme Court’s decisions in Roe v. Wade and Planned Parenthood v. Casey asserting a constitutional right as a “right to privacy” is actually a perversion of the constitution’s 14th amendment; and

¹ Genesis 1 Exodus 20

² <https://sos.idaho.gov/elect/stcon/preamble.html>

³ <https://publicdocuments.dhw.idaho.gov/WebLink/DocView.aspx?id=7260&dbid=0&repo=PUBLIC-DOCUMENTS>

⁴ <https://publicdocuments.dhw.idaho.gov/WebLink/DocView.aspx?id=7260&dbid=0&repo=PUBLIC-DOCUMENTS>

⁵ <https://publicdocuments.dhw.idaho.gov/WebLink/DocView.aspx?id=7260&dbid=0&repo=PUBLIC-DOCUMENTS>

WHEREAS, since 1973, 61,000,000 (million) human children have been murdered by induced abortions in the United States of America; and

WHEREAS, children in the womb are unable to cry out for help; and

Let it therefore be

RESOLVED, that we, the undersigned people of this proclamation, are in agreement with the Almighty God that human life is sacred and worth defending; and

RESOLVED, that we, the undersigned people of this proclamation, mourn the decades of inaction by our elected Constitutional Republic government; and

RESOLVED, that we, the undersigned people of this proclamation, declare that every person, including but not limited to, any human embryo or fetus, be given protection against the tyranny of anyone or any organization who would intentionally cause harm or death to these, our neighbors; and

RESOLVED, that we, the undersigned people of this proclamation, appeal to you to act on behalf of the children in our city at risk of life with legal protection from those who wish to stop their otherwise natural birth; and

RESOLVED, that we, the undersigned people of this proclamation, appeal to you, our elected City Council, to hear our voice as we interpose for our human neighbors that have no opportunity to stand before you and appeal to your conscience to act without fear of threat of legal action from those wanting induced abortion with a just and fair ordinance; and

RESOLVED, that we, the undersigned people of this proclamation, mutually pledge to you that we will not abandon this cause when threatened by the tyranny of the practice of induced abortions, a practice performed by Planned Parenthood.

RESOLVED, that we, the undersigned people of this proclamation, stand with you to declare the City of Twin Falls a Sanctuary City for all preborn children with more than just words,

Finally RESOLVED, that we are not interested in any further capitulation to the courts and the regulation of the murdering of children in the City of Twin Falls, so help us God.