**Twin Falls City Council**
**Agenda**

Monday, February 1, 2021, 5:00 PM

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

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

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

2) PLEDGE OF ALLEGIANCE

3) PROCLAMATIONS: None

4) CONSENT CALENDAR

   a) **ACTION ITEM:** Request to approve the Accounts Payable for January 21 thru 27, 2021.
   By: Amy Luna, Finance Administrative Assistant

   b) **ACTION ITEM:** Request to approve January 25, 2021, City Council Minutes.
   By: Amy Luna, Finance Administrative Assistant

   c) **ACTION ITEM:** Request to approve the Wells Fargo Credit Commercial Card for December 2020.
   By: Amy Luna, Finance Administrative Assistant

   d) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing Morning Sun Subdivision No. 10 – Phase 2.
   By: Mark Holtzen, City Engineer

   e) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing Morning Sun Subdivision No. 10 – Phase 3.
   By: Mark Holtzen, City Engineer

   f) **ACTION ITEM:** Request to waive the building permit and plan review fees for a proposed new two-story apartment building for the Valley House Homeless Shelter located at 125 Rose Street.
   By: Matthew Long, Building Official

5) ITEMS OF CONSIDERATION

   a) **PRESENTATION:** Twin Falls County Commissioners to present a letter of appreciation for the City's partnership in the COVID-19 Jail Isolation Ward.
   By: Don Hall, Jack Johnson, Brent Reinke, Twin Falls County Commissioners

   b) **ACTION ITEM:** Request to appeal the decision by the Historic Preservation Commission for the Certificate of Appropriateness for a wall sign on property located at 124 Main Avenue North #200. c/o Hilverda McRae Law Offices (PZ20-0146)
   By: Lisa Strickland, City Planner

c) **ACTION ITEM:** Request to adopt Ordinance #O-2021-001 for the Annexation and Zoning District Change of property at the 700-100 blocks of Hankins Road.

By: Jonathan Spendlove, Planning and Zoning Director

d) **ACTION ITEM:** Request to adopt Ordinance #O-2021-002 for Zoning District Change and Zoning Map Amendment for the 500-800 blocks of Grandview Drive South.

By: Jonathan Spendlove, Planning and Zoning Director

e) **ACTION ITEM:** Request to hire a combination building and mechanical inspector.

By: Matthew Long, Building Official

f) **PRESENTATION:** A presentation on the finances of the City of Twin Falls for three months of fiscal year 2020-2021. This presentation will be an overview of the tax-supported funds and the three major enterprise funds: Water, Wastewater and Sanitation.

By: Breanna Howard, Chief Financial Officer

6) GENERAL PUBLIC INPUT

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

8) PUBLIC HEARINGS: None

9) ADJOURNMENT

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

**Public Input Procedures**

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

**Public Hearing Procedures for Zoning Requests**

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

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

# Twin Falls City Council
# Minutes

Monday, January 25, 2021, 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, City Planner Lisa Strickland, Airport Manager William Carberry, Network Administrator Mike Plane, 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 Reid** moved to approve the Consent Calendar as presented. **Vice Mayor Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0

a) Request to approve the Accounts Payable for January 14-20, 2021.
b) Request to approve January 19, 2021, City Council Minutes.
c) Request to approve the 2021 Oktoberfest event.
d) Request to hold the Trick or Treat on Main Street event.
e) Request to approve the 7th Annual Cycle Magic Valley event.
f) Request to hold the annual Canyon Rim Classic Soccer Tournament.
g) Request to hold the Twin Falls Municipal Band Concerts.

**5) ITEMS OF CONSIDERATION**

a) Request from the Historic Preservation Commission to amend Chapter 3.5 Signage in the Downtown/City Park Design Guidelines. (PZ20-0135)

**City Planner Strickland** requested from the Historic Preservation Commission to amend Chapter 3.5 Signage in the Downtown/City Park Design Guidelines. (PZ20-0135)

**Discussion ensued on the following:**
**Mayor Hawkins:** Thanked Ms. Strickland for all the work that went into this.
**Vice Mayor Pierce:** Asked for clarification on the changes that were discussed.
**Council Member Boyd**: Asked for clarification on installing their sings.
**Deputy City Manager Humble**: Added needed information related to this request.
**Council Member Reid:** Have the property owners been consulted regarding this change? Would like to see this happen before the Council votes on it. Concerned that this is very subjective.
**Mayor Hawkins**: Spoke on not changing existing and using this only going forward.
**Council Member Lanting**: What would be the recourse if an application is turned down? Believes, if the sign companies understand it, then he would be in favor of it.
**Council Member Hawkins**: Talked about the process that the Historic Preservation Commission takes for applications.

No action is taken.

b) Request to award a bid to Western Construction for the construction of an aircraft parking ramp at Joslin Field.

**Airport Manager Carberry** requested to award a bit to Western Construction for the construction of an aircraft parking ramp at Joslin Field for $1,520,790.00.

**Discussion ensued on the following:**
**Vice Mayor Pierce: Asked about the bid price and date.**
**Council Member Lanting**: Asked about using a local contractor as opposed to a company from out of the area.

**MOTION: Council Member Reid** moved to approve the request to award a bit to Western Construction for the construction of an aircraft parking ramp at Joslin Field for $1,520,790.00 contingent on FAA approval and authorize the Mayor to sign the contract. **Vice Mayor Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

c) Request to approve an engineering agreement with J-U-B Engineers for FAA AIP 48 - N.E. Development project, phase 4 taxi lane construction.

**Airport Manager Carberry** requests to approve an engineering agreement with J-U-B Engineers for FAA AIP 48-N.E. Development project, phase 4 taxi lane construction.

**Discussion ensued on the following:**
**Mayor Hawkins:** Asked about a possible match on this project.

**MOTION: Council Member Boyd** moved to approve the request to approve an engineering agreement with J-U-B Engineers for FAA AIP 48-N.E. Development project, phase 4 taxi lane construction. **Council Member Lanting** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

**Council Member Lanting**: Aske Mr. Carberry how many flights are going in and out of Twin Falls and how the Denver flight option is progressing.
**Airport Manager Cargerry**: Presented answers to the above questions.

d) Request to fund $18,169 in safety-related capital improvements at the Twin Falls Golf Club.

**Deputy City Manager Humble** requested funds of $18,169 for safety-related capital improvements at the Twin Falls Golf Club.

**Items needing replacing**: Safety Netting; Fire Alarm System.

**Discussion ensued on the following:**
**Council Member Lanting**: Spoke about the needs at the Golf Course.

**MOTION: Council Member Lanting** moved to approve the request for funds of $18,169 for safety-related capital improvements at the Twin Falls Golf Club and use revenue share funds to pay the expenses. **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

e) A request to initiate the process to dispose of City-owned property located in Rock Creek Canyon immediately west of Blue Lakes Boulevard South.

**Deputy City Manager Humble** requested to initiate the process to dispose of City- owned property located in Rock Creek Canyon immediately west of Blue Lakes Boulevard South.

**Discussion ensued on the following:**
**Vice Mayor Pierce**: Asked for clarification on the Public/Private operation option.
**Deputy City Manager Humble**: Explained the Public/Private agreement option.
**Vice Mayor Pierce**: Would there be an option for an Auditorium District?
**Council Member Barigar**: Explained the elections that would need to take place for an Auditorium District.
**Council Member Lanting**: Voiced concerns on the vendor option where the City is responsible for the capital items/improvements. Auditorium District option would be no less than a year out.
**Deputy City Manager Humble:** Spoke about the parking portion of the proposal. Discussed things that will need to happen in the future as this moves forward.
**Council Member Reid**: Asked about the disposal process, and language that could be used.
**Mayor Hawkins**: Spoke about declaring this excess property, the lease option of 99 years, and going forward.
**Council Member Barigar**: Agreed that they should maintain ownership of the asset by the City and would like to partner with a developer to go forward. Not comfortable with declaring this property excess property.
**Council Member Boyd**: Asked the applicant to give further detail on the project. Is the proposal the "only" way that the applicant would move forward?
**Council Member Lanting**: Spoke about having a public hearing and the fact that the City has not done anything with this property. Would like to see this move forward.
**Council Member Barigar**: Spoke about the motion on the floor but would like to have a further discussion before moving forward.
**Council Member Reid**: Agreed with Council Member Barigar and would like to know the alternatives before going forward.
**Mayor Hawkins**: Would also like to see an alternative to this motion.
**City Manager Rothweiler**: Clarified what the City Staff would be able to do moving forward. Would like to work with the applicant and Urban Renewal Agency for a 30 days to see how to proceed.
**Council Member Lanting**: Asked to change his motion by adding the transfer to the URA.
**Vice Mayor Pierce**: Is against this motion until all options are weighed.
**Council Member Hawkins**: Likes the idea but is unsure how we get there.

**MOTION: Council Member Lanting** moved to approve the request to initiate the process to dispose of City-owned property, located in Rock Creek Canyon immediately west of Blue Lakes Boulevard South, to the URA. **Council Member Boyd** seconded the motion. Roll call vote showed all members present and the motion failed. 3 to 4.

**Mayor Hawkins** asked City staff to investigate this request.
**Council Member Barigar:** Asked the applicant to keep this moving forward by bringing back options as it is not a dismissal of the project.
**Mayor Hawkins**: Discussed not being ready to declare this excess property.
**City Manager Rothweiler** proposed that the council make a motion to put a time frame on some action.

**MOTION: Council Member Barigar** moved to request staff, to bring back within 45 days, various partnership proposals for the Rock Creek Canyon immediately west of Blue Lakes Boulevard South for development with Eric Smallwood as he has proposed. **Vice Mayor Pierce** seconded the motion. Roll call vote showed all members present voted and the motion passed 7 to 0.

**6) GENERAL PUBLIC INPUT**
**Ryker Herndon** spoke about January 19, 2021, City Council Meeting.

**7) ADVISORY BOARD REPORT/ANNOUNCEMENTS**
**Mayor Hawkins** shared Youth Council news.

**8) PUBLIC HEARINGS: None**

**9) ADJOURNMENT**

a) 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.

**MOTION: Council Member Lanting** moved to Adjourn to Executive Session 74206(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 agenda, or public school student and Executive Session 74206(1)(c) To acquire an interest in real property which is not owned by a public agency. **Council Member Reid** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

The meeting adjourned at 06:49 PM

_____

**Amy Luna, Finance Administrative Assistant**

**Date:** Monday, February 1, 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 Morning Sun Subdivision No. 10 – Phase 2.

**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 - Morning Sun No. 10 (Phase 2)

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this 25th day of JAN, 20 21, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and _____ MORNING SUN LAND HOLDINGS, LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development MORNING SUN SUBDIVISION NO. 10, PHASE 2.

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.

WITNESSETH

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

I.

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

II.

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

a. Surety Bond

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

4. Bonding for Surety Company - The bond shall be with a surety company authorized to do business in the State of Idaho, acceptable to the City Council.

5. The escrow agreement shall be drawn and furnished by the subdivider to the satisfaction of the City Council.

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

1. Treasurer, Escrow Agent or Trust Company - A cash deposit or certified check shall be deposited into the City's development escrow account. After the improvements have been accepted, the funds will be returned. A negotiable bond or an irrevocable bank letter of credit, shall be held by the City until the improvements are accepted.

2. Dollar Value - The dollar value of the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be equal to one hundred percent (100%) of the estimated cost of construction for the specific public improvements, as estimated by Developer's Engineer and approved by the City Engineer.

3. Escrow Time - The escrow time for the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be until all required improvements are completed and accepted by the City Engineer.

4. Progressive Payment - In the case of cash deposits or certified checks, an agreement between the City and the subdivider may provide for progressive payment out of the cash deposit or reduction of the certified check, negotiable bond or irrevocable bank letter of credit, to the extent of the cost of the completed portion of the public improvement, in accordance with a previously entered into agreement.

c. Trust Agreements.

1. Per the terms of the trust agreement.

2. Trust agreement must be approved by City Council.

III.

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

a. Prepare a master utility plan showing the location of all existing and proposed utility lines to include but not be limited to sewer, water, gas, electricity, telephone, irrigation, pressure irrigation, and storm sewer.

b. Prepare detailed plans and specifications for construction of all improvements required by this Agreement and shall include but not be limited to a complete set of construction plans, including profiles, cross-sections, specifications and other supporting data, for all required public streets, utilities and other facilities. Such construction plans shall be based on preliminary plans which have been approved with the preliminary plat, and shall be prepared in conjunction with the final plat. Construction plans are subject to approval by the responsible public agencies. All construction plans shall be prepared in accordance with the public agencies' standards and specifications. If improvements are not completed within two (2) years, the Developer shall provide an updated, current version of the updated plans and specifications to current city standards. The Developer may request an extension of the approvals previously given for another two (2) years.

c. Engineer of record shall notify the City in writing of schedule before construction begins.

d. Perform construction surveying, staking, testing, inspection and administer the construction of all facilities required by this contract.

e. Submit all test reports, inspection reports, change orders and construction diaries to the City Engineer every week during the construction of the development or subdivision.

f. Prepare and submit an updated copy of the enclosed development and subdivision checklist to the City Engineer every week during the construction of the development or subdivision, and also upon completion of the project.

g. Submit to the City Engineer the final plans, and master utility plan for the City records showing any approved changes to the original plans and specifications. A permanent drawing in ink on approved Mylar sheets and an electronic media copy

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

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

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

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

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

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

IV.

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X

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

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

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

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

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

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

XI.

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

PUBLIC WAYS

(a) Required Improvements

(1) Curb, gutter and sidewalk on all public street rights-of-way.

(2) A standard residential street thirty three feet (33') wide with an eight inch (8") gravel course and two and a half inch (2.5") asphaltic concrete surface course on all public street rights-of-way serving residential use property.

(3) Residential, private streets, and service roads, private parking and maneuvering will be equal to or greater than the residential street sections as specified in the City of Twin Falls revisions to ISPWC.

(4) A standard collector street forty eight feet (48'), wide per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings, serving commercial use property or as a collector street. Whenever a street serves an industrial use property the City Engineer will determine the appropriate structural section.

(5) Arterial typical sections will be designed by the developer's Engineer and approved by the City Engineer.

(6) A sidewalk, per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings, is required on all public pedestrian rights-of-way. Four foot (4') sidewalks, by special permission of the City Engineer, are allowed by ISPWC and the City of Twin Falls Revisions to the Specifications and Standard Drawings for minor residential streets under certain conditions.

(7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A portion of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to arterial and collector streets as Right-of-Way. Within that Right-of-Way the developer shall install a five feet (5') landscape strip with a sprinkler system to the City of Twin Falls Parks and Recreation standards and shall also

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

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

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

(b) City Costs

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

(2) The cost of any required street lights (standard luminaires mounted on a wood pole). The Developer shall pay the extra cost of any decorative 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) <u>Required Inspections and Testing</u>

(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
Morning Sun Land Holdings, LLC

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

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

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

_____
Notary Public for Idaho
Residing

CORPORATION

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

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

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

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

_____
Notary Public for Idaho
Residing _____

PARTNERSHIP

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

On this 25th day of January, 2021, before me, the undersigned, a Notary Public for Idaho, personally appeared Gary Wolverton, known or identified to me (or proved to me on the oath of _____) to be one of the partners in the partnership of Morning Sun Land Holdings 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.

MARTHA TOLMAN Comm. No. 23040 NOTARY PUBLIC Expires: 10/17/2024 STATE OF IDAHO

Martha Tolman
Notary Public for Idaho
Residing Twin Falls

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:

MORNING SUN SUBDIVISION NO 10 – PHASE 2.

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

MORNING SUN CONDO HOMES, LLC

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

On this 25th day of January, 2021, before me, the undersigned, a Notary Public for Idaho, personally appeared Gary Wolverton, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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

MARTHA TOLMAN Comm. No. 23040 NOTARY PUBLIC Expires: 10/17/2024 STATE OF IDAHO

Martha Tolman

Notary Public for Idaho
Residing Twin Falls

**Date:** Monday, February 1, 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 Morning Sun Subdivision No. 10 – Phase 3.

**Time Estimate:**

N/A

**Background:**

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

**Approval Process:**

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

**Budget Impact:**

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

**Regulatory Impact:**

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

**History:**

N/A

**Analysis:**

N/A

**Conclusion:**

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

**Attachments:**

1. Improvment Agreement - Morning Sun No. 10 (Phase 3)

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this 25TH day of JAN., 20 21, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and MORNING SUN LAND HOLDINGS, LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development MORNING SUN SUBDIVISION NO. 10, PHASE 3.

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

WHEREAS, Developer desires to develop said real property for the following purposes: RESIDENTIAL SUBDIVISION.

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

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

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

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

W I T N E S S E T H

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

I.

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

II.

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

a. Surety Bond

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

4. Bonding for Surety Company - The bond shall be with a surety company authorized to do business in the State of Idaho, acceptable to the City Council.

5. The escrow agreement shall be drawn and furnished by the subdivider to the satisfaction of the City Council.

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

1. Treasurer, Escrow Agent or Trust Company - A cash deposit or certified check shall be deposited into the City's development escrow account. After the improvements have been accepted, the funds will be returned. A negotiable bond or an irrevocable bank letter of credit, shall be held by the City until the improvements are accepted.

2. Dollar Value - The dollar value of the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be equal to one hundred percent (100%) of the estimated cost of construction for the specific public improvements, as estimated by Developer's Engineer and approved by the City Engineer.

3. Escrow Time - The escrow time for the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be until all required improvements are completed and accepted by the City Engineer.

4. Progressive Payment - In the case of cash deposits or certified checks, an agreement between the City and the subdivider may provide for progressive payment out of the cash deposit or reduction of the certified check, negotiable bond or irrevocable bank letter of credit, to the extent of the cost of the completed portion of the public improvement, in accordance with a previously entered into agreement.

c. Trust Agreements.

1. Per the terms of the trust agreement.

2. Trust agreement must be approved by City Council.

III.

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

a. Prepare a master utility plan showing the location of all existing and proposed utility lines to include but not be limited to sewer, water, gas, electricity, telephone, irrigation, pressure irrigation, and storm sewer.

b. Prepare detailed plans and specifications for construction of all improvements required by this Agreement and shall include but not be limited to a complete set of construction plans, including profiles, cross-sections, specifications and other supporting data, for all required public streets, utilities and other facilities. Such construction plans shall be based on preliminary plans which have been approved with the preliminary plat, and shall be prepared in conjunction with the final plat. Construction plans are subject to approval by the responsible public agencies. All construction plans shall be prepared in accordance with the public agencies' standards and specifications. If improvements are not completed within two (2) years, the Developer shall provide an updated, current version of the updated plans and specifications to current city standards. The Developer may request an extension of the approvals previously given for another two (2) years.

c. Engineer of record shall notify the City in writing of schedule before construction begins.

d. Perform construction surveying, staking, testing, inspection and administer the construction of all facilities required by this contract.

e. Submit all test reports, inspection reports, change orders and construction diaries to the City Engineer every week during the construction of the development or subdivision.

f. Prepare and submit an updated copy of the enclosed development and subdivision checklist to the City Engineer every week during the construction of the development or subdivision, and also upon completion of the project.

g. Submit to the City Engineer the final plans, and master utility plan for the City records showing any approved changes to the original plans and specifications. A permanent drawing in ink on approved Mylar sheets and an electronic media copy

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

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

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

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

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

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

IV.

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X

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

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

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

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

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

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

XI.

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

PUBLIC WAYS

(a) Required Improvements

(1) Curb, gutter and sidewalk on all public street rights-of-way.

(2) A standard residential street thirty three feet (33') wide with an eight inch (8") gravel course and two and a half inch (2.5") asphaltic concrete surface course on all public street rights-of-way serving residential use property.

(3) Residential, private streets, and service roads, private parking and maneuvering will be equal to or greater than the residential street sections as specified in the City of Twin Falls revisions to ISPWC.

(4) A standard collector street forty eight feet (48'), wide per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings, serving commercial use property or as a collector street. Whenever a street serves an industrial use property the City Engineer will determine the appropriate structural section.

(5) Arterial typical sections will be designed by the developer's Engineer and approved by the City Engineer.

(6) A sidewalk, per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings, is required on all public pedestrian rights-of-way. Four foot (4') sidewalks, by special permission of the City Engineer, are allowed by ISPWC and the City of Twin Falls Revisions to the Specifications and Standard Drawings for minor residential streets under certain conditions.

(7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A portion of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to arterial and collector streets as Right-of-Way. Within that Right-of-Way the developer shall install a five feet (5') landscape strip with a sprinkler system to the City of Twin Falls Parks and Recreation standards and shall also

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

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

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

(b) City Costs

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

(2) The cost of any required street lights (standard luminaires mounted on a wood pole). The Developer shall pay the extra cost of any decorative 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) <u>Required Inspections and Testing</u>

(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
Morning Sun Land Holdings, LLC

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

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

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

_____
Notary Public for Idaho
Residing

CORPORATION

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

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

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

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

_____
Notary Public for Idaho
Residing _____

PARTNERSHIP

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

On this 25th day of January, 2021, before me, the undersigned, a Notary Public for Idaho, personally appeared Gary Wolverton, known or identified to me (or proved to me on the oath of _____) to be one of the partners in the partnership of Morning Sun Land Holdings 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.

MARTHA TOLMAN
Comm. No. 23040
NOTARY PUBLIC
Expires: 10/17/2024
STATE OF IDAHO

Martha Tolman
Notary Public for Idaho
Residing Twin Falls

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:

MORNING SUN SUBDIVISION NO. 10 ~ PHASE 3.

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

Morning Sun Land Holdings, LLC

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

On this 25th day of January, 2021, before me, the undersigned, a Notary Public for Idaho, personally appeared Gary Wolverton, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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

MARTHA TOLMAN
Comm. No. 23040
NOTARY PUBLIC
Expires: 10/17/2024
STATE OF IDAHO

Martha Tolman
Notary Public for Idaho
Residing Twin Falls

**Date:** Monday, February 1, 2021

**To:** Honorable Mayor and City Council

**From:** Matthew Long, Building Official

**ACTION ITEM**

**Request:**

Request to waive the building permit and plan review fees for a proposed new two-story apartment building for the Valley House Homeless Shelter located at 125 Rose Street.

**Time Estimate:**

As part of the consent agenda, no presentation is expected for this item.

**Background:**

Valley House is proposing the construction of a new two-story apartment building. This project will require the issuance of a building permit. The permit has been requested, and the fees for the permit have been estimated at $9,913.88 for the building permit and plan review fees. Valley house homeless shelters have submitted a letter (see attached) requesting that the City waive these building permit and plan review fees.

**Approval Process:**

A simple majority vote of the Council is required to approve this request.

**Budget Impact:**

Should the Council approve this request, the City will forgo the collection of $9,913.88 in building permit and plan review fee revenue.

**Regulatory Impact:**

Should the Council approve this request, City staff will issue the building permit without collecting the permit and plan review fees.

**History:**

N/A

**Analysis:**

N/A

**Conclusion:**

Staff recommends that the City Council approve the request to waive the building permit and plan review fees for the Valley house homeless shelter as presented.

**Attachments:**

1. Valley House January 25th Fee Waiver. 01252021ML

# Valley House Homeless Shelter


***Executive Board Members:***

*President – Bryan Bacon*
*Secretary – Kristi Dewsnup*
*Treasurer – Ryan Molsee*

***Board of Directors:***

Alison Arreaga
Lynn Breshears
Leslie Brown
Zeze Rwasama

***Executive Director:***

John Spiers

***Assistant Director:***

Kimberly Spiers

***Administrative Assistant:***

Audrey Kelley

***Facilities Coordinator:***

Margarita Garayoa

***Facilities Bookkeeper:***

Christine Rasmussen


***Mission Statement:***
Valley House works with a wide range of community services to provide motivated homeless persons the help they need to become self-sufficient, while advocating for policies that reduce homelessness.

January 25, 2021
To The City of Twin Falls
Attention: Matthew Long

Per you recent conversation with Bryan Bacon, President of the Board at Valley House Homeless Shelter, I am writing this letter in anticipation of your review of the fees for our new building permit.

As you know, Valley House has been helping care for the homeless, marginalized and hurting in the Magic Valley since 1995. During this time we have had the need to add more and more space to care for the ever increasing homeless population, as well those who just need a helping hand-up.

At this point, we are able to house twelve families in our shelter as well as sixteen single women and four single men. We also have the capacity to help nine single women and twenty-two families in our transitional housing facilities.

But, we have now come to the point where it is necessary to construct a new building which will house up to fifteen more families at any given time. This is crucial right now as we receive phone calls and drop-ins on an almost daily basis of people looking for a roof over their heads, which we don't have the ability or capacity to help.

Last June, we received a permit fee invoice which totaled approximately $33,000. We certainly understand the need the City has to require building permit fees; especially for those things which financially impact our city, but as the Executive Director of Valley House, I am asking the City of Twin Falls to waive any and all fees which do not have a direct impact on Twin Falls. Since Valley House operates solely on donations from local businesses and (mostly) private citizens, it is extremely important for us to use each and every dollar wisely. Reducing and/or eliminating the non-impact fees for our building permit would go a long way in helping us construct this new building which will help so many in our city.

I understand there will be a city council meeting this evening and I hope you will have the opportunity to bring this vital issue up at that time. We are hoping to break ground in the coming days and look forward to your positive response to this request.

Thank you and God bless,

John Spiers

Executive Director

**Date:** Monday, February 1, 2021

**To:** Historic Preservation Commission

**From:** Lisa Strickland, City Planner

**ACTION ITEM**

**Request:**

Request to appeal the decision by the Historic Preservation Commission for the Certificate of Appropriateness for a wall sign on property located at 124 Main Avenue North #200. c/o Hilverda McRae Law Offices (PZ20-0146)

**Time Estimate:**

The presentation should take approximately 5-10 minutes with comments/questions to follow.

**Background:**

The subject property is located with the CB-Central Business District and the Twin Falls Downtown Historic District. The request for a Certificate of Appropriateness include window signage, replacement of a sign panel on an existing projecting sign and a wall sign. The request was heard by the Historic Preservation Commission January 4, 2021.

**Approval Process:**

The Certificate of Appropriateness process requires a public meeting in which interested persons can be heard, with regards to the application.
The historic preservation commission shall review the "design guidelines" as they exist or as amended for compliance before issuing a certificate of appropriateness.

The Commission may approve, approve with conditions, or deny the request.
Any conditions placed by Commission shall be specifically listed on the Certificate and shall be completed as part of the approval.
Any decision of the Commission may be appealed to the City Council.

**Budget Impact:**

**Regulatory Impact:**

**Per City Code 10-13-1** states for those properties located within the Twin Falls Downtown Historic District.
A certificate of appropriateness shall be required whether a building permit is required.

**History:**

**Analysis:**

Per the Twin Falls Downtown Historic Guidelines the following apply: Downtown General Guidelines 2.1 and 3.5 Signs. These sections have been provided in the staff report packet.

Based on these guidelines the Commission is charged with deciding as to whether the project helps to preserve the character of the district. Whether the materials are durable, compatible, and appropriate.

The Commissions can approve the request, approve with conditions, or deny the request.

Upon review of the request the Commission chose to make two motions. A motion to approve the window sign and the panel change out on the existing projecting sign, which was unanimously approved. The second motion was to approve the request for the Wall Sign which failed 4-0. Attached to this staff report are the decision worksheets the Commission used to make their decisions.

**Conclusion:**

The City Council is tasked with reviewing the Certificate of Appropriateness request for the proposed wall sign based on the 2.1 Downtown General Guidelines and the 3.5 Signage Guidelines for the district.

**Attachments:**

1. PZ20-0146 HPC Staff Report
2. Vicinity Map
3. Narrative
4. Exhibits
5. National Registry Information
6. PZ20-0146 HPC Commissioner Decision Sheets
7. Historic Design Guideline Worksheets

## Comprehensive Staff Report

**To:** Historic Preservation Commission

**Presenter:** Lisa Strickland, City Planner

**Request:** for a **Certificate of Appropriateness** to allow for proposed signage on property located at 124 Main Avenue North.

**Application:** PZ20-0146

**Applicant & Representative:**

Hilverda McRae Law
c/o Lytle Signs Mike Shirley
P.O. Box 305
Twin Falls, ID 83301

## Public Hearing: January 4, 2021

**Background:**

The subject property is located within the C-B (Commercial Business) Zoning District and the Twin Falls Downtown Historic District. The projecting will be for proposed signage.

The applicant is requesting approval to affix window signs on the door entering the building, attaching a non-illuminated wall sign on the second-floor wall of the building and lastly, they would like to replace an existing projecting sign panel with their proposed sign.

**Approval Process:**

The Certificate of Appropriateness process requires a public meeting in which interested persons can be heard, with regards to the application.

The historic preservation commission shall review the "design guidelines" as they exist or as amended for compliance before issuing a certificate of appropriateness.

The Commission may approve, approve with conditions, or deny the request.

Any conditions placed by Commission shall be specifically listed on the Certificate and shall be completed as part of the approval.

Any decision of the Commission may be appealed to the City Council.

**History**

The building was constructed circa 1920. It served as a Cotillion Hall and was occupied from 1932 until 1990s by the Paris Department Store. The building is contributing.

**Applicable Zoning Regulations:**

**Per City Code 10-13-1** states for those properties located within the Twin Falls Downtown Historic District.

A certificate of appropriateness shall be required whether a building permit is required.

**Applicable Design Guidelines:**

Per the Twin Falls Downtown Historic Guidelines the following apply: Downtown General Guidelines 2.1 and 3.5 Signs. These sections have been provided in the staff report packet.

Based on these guidelines the Commission is charged with deciding as to whether the project helps to preserve the character of the district. Whether the materials are durable, compatible, and appropriate.

The Commissions can approve the request, approve with conditions, or deny the request.

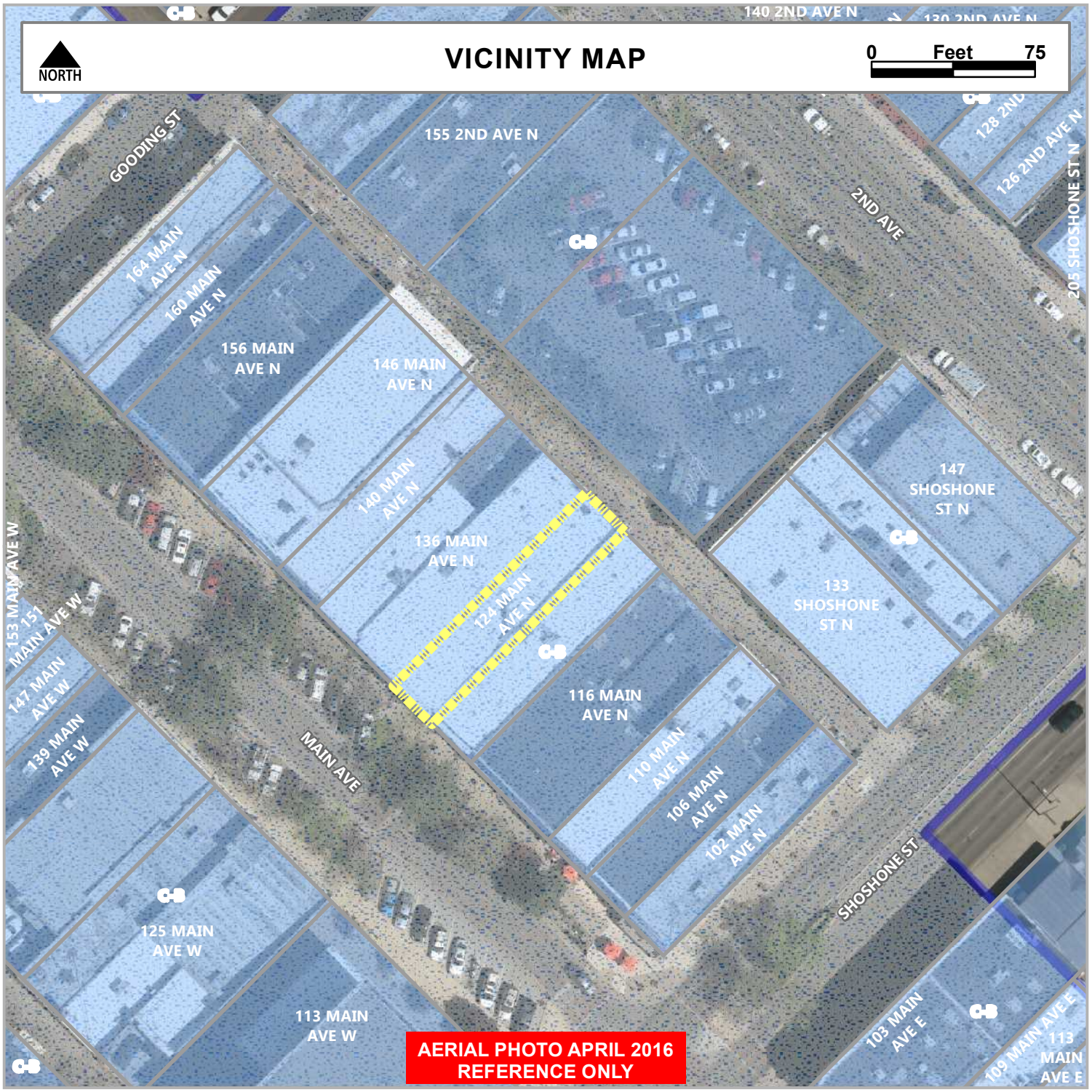
**Conclusion:**

Upon conclusion should the Commission approve this request staff recommends the following conditions:

1. Subject to site plan amendments as required by City Code Standards.
2. Subject to the applicant obtaining permits as required by City Code Standards.

**Attachments:**

1. Vicinity Map
2. Narrative
3. Exhibits
4. Guidelines Worksheets
5. National Registry Information




C-B

DHD

P1 Overlay

Lytle SIGNS INCORPORATED Since 1948

December 22, 2020

City of Twin Falls
Historical Committee
324 Hansen Street East
Twin Falls, ID 83301

RE: New signage for Hilverda McRae Law Offices

To whom it may concern:

We would like to apply for a Certificate of Appropriateness for a new wall sign and (2) tenant panels for Hilverda McRae Law Offices located at 124 Main Ave N #200, in Downtown Twin Falls. We are also requesting to add new window signs to the entrance doors to the 2nd floor. The new wall sign will be installed on the second story wall area. The square footage of the wall sign will be 20.77 square feet and will be non-illuminated. The tenant panels will be 2.17 square feet and installed into the existing projecting sign in the area designated for the panels. The window signs will be installed on the 2nd story entrance doors and will essentially be directory signs for the business's located on the 2nd floor of the building. The owner of the property has given consent to allow the placement the proposed signs.

The wall sign will have a 1" square tube frame and a 1" x 2" metal tube border painted black. The copy area of the sign will be an aluminum panel in the color of white ivory. The letters will be 3/16" wood based routed letters painted black. The tenant panels will be the same aluminum white ivory panel with black digital print graphics applied. The wall sign and tenant panels will be designed to match existing signs on the building. The window signs will be applied graphics on the doors that will match the script of the existing tenant signs.

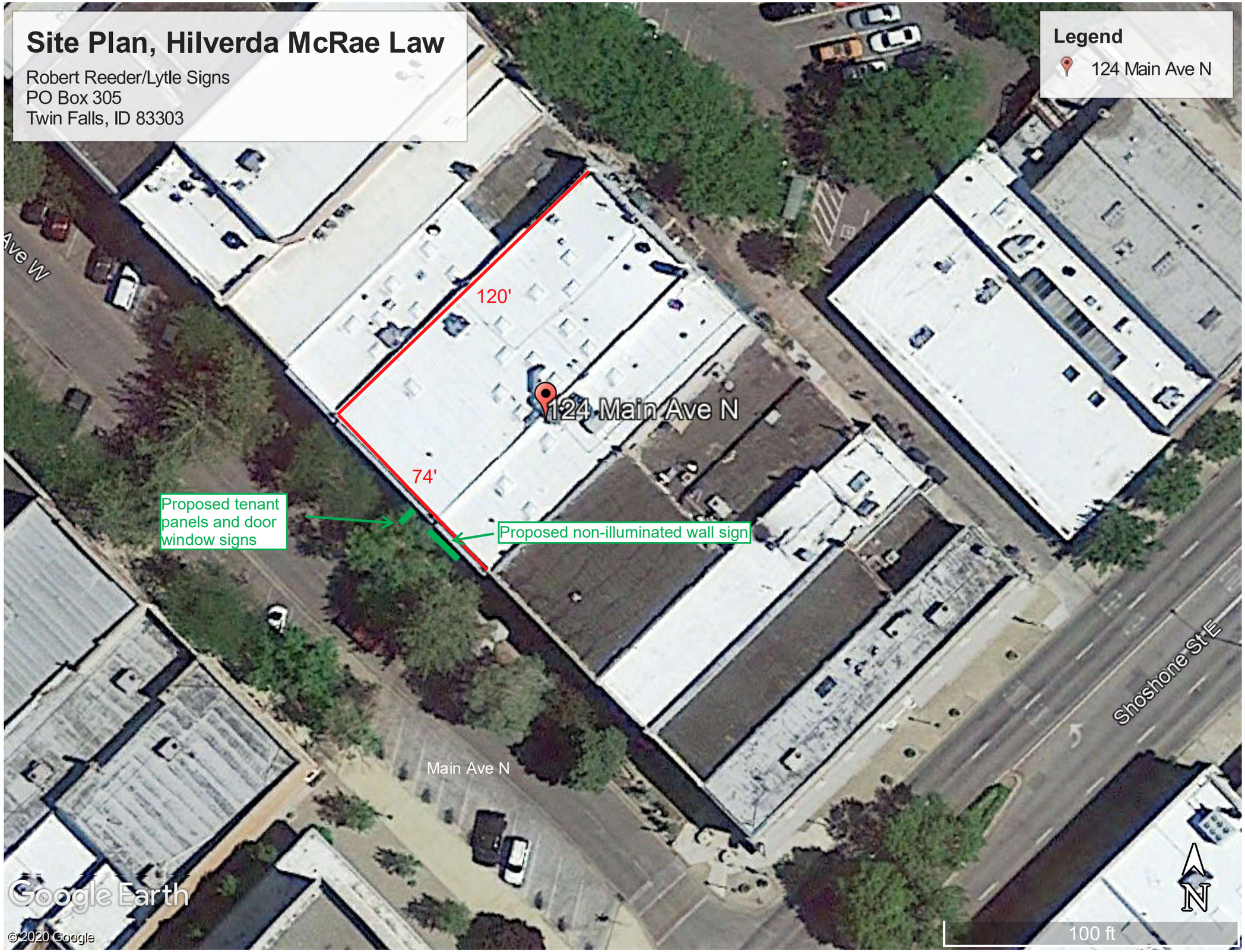
The signs will be designed and manufactured to replicate the examples of signs noted on page 19 of the Historic Guidelines. The signs will be manufactured by Lytle Signs, and professionally installed by Lytle Signs. The signs will have a professional appearance and will be designed to complement the aesthetics of the existing building. The signs will also be designed to match the theme of the requirements of the Historical District Guidelines and will not have a negative impact on the uniformity of the historical district requirements. The signs are also designed to be within the guidelines of Twin Falls City sign ordinances.

Sincerely,

Robert Reeder
Lytle Signs

# Site Plan, Hilverda McRae Law

Robert Reeder/Lytle Signs
PO Box 305
Twin Falls, ID 83303



Building Frontage
Hilverda McRae Law
124 Main Ave N

Robert Reeder/Lytle Signs
PO Box 305
Twin Falls, ID 83303

(1) NON-ILLUM. WALL SIGN

BLACK ACM BACKER PANEL

1” SQ. TUBE FRAME
PAINTED BLACK (SATIN FINISH)

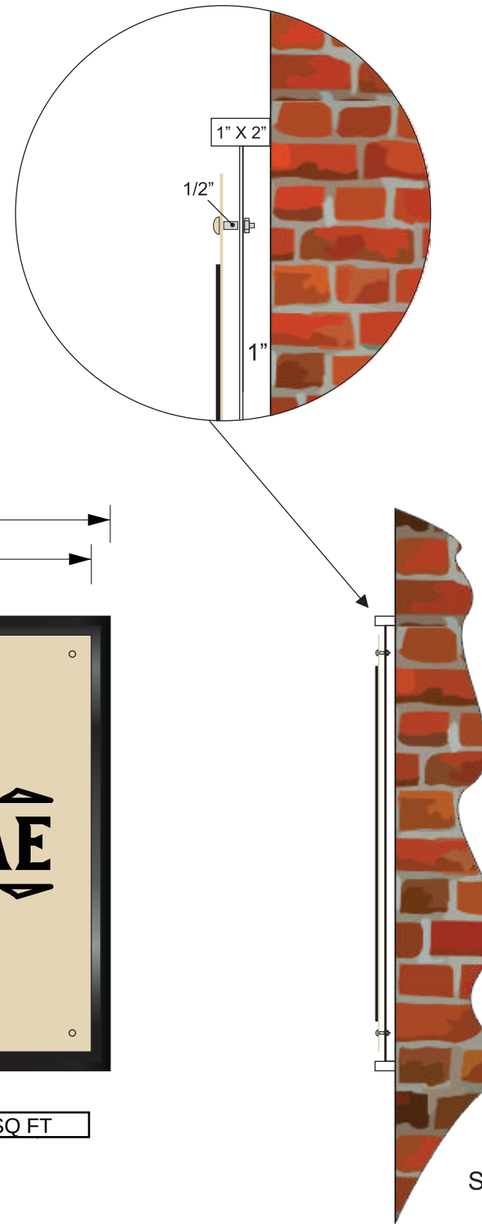
1” X 2” REC. TUBE BORDER
PAINTED BLACK (SATIN FINISH)

1015 LT. IVORY ACM PANEL
BOLTED TO BACKER PANEL WITH 1/2” SPACERS

3/16” FCO WOOD BASED MATERIAL COPY AND GRAPHICS
PAINTED BLACK
FLUSH MOUNTED TO IVORY PANEL

FLUSH MOUNTED TO BRICK FASCIA

20.77 SQ FT




SIDE VIEW

Approved By: _____
Date: _____

* Items Required Before Production

SURVEY REQUIRED

Unauthorized use, reproduction and or display shall render the infringer liable for up to $150,000 in statutory damages, plus attorney fees and costs for each infringement under the U.S. Copyright Act (17 U.S.C. 412 & 504)
THIS RENDERING IS CONCEPTUAL---COLORS MAY NOT REPRESENT ACTUAL FINISH---ILLUMINATED AND DAYLIGHT COLORS WILL VARY

**CLIENT:**
Hilverda McRae Law

**ADDRESS:**
124 Main Ave. North
Twin Falls, ID 83301

**DATE:**
11/6/2020

**SCALE:**
3/4” = 1’

**ACCOUNT EXECUTIVE:**
MS

**DRAWN BY:**
AS

**FILENAME:**
Hilverda McRae Law\sign pkg
44139

**QUOTE #:**
44139

**REVISIONS:**

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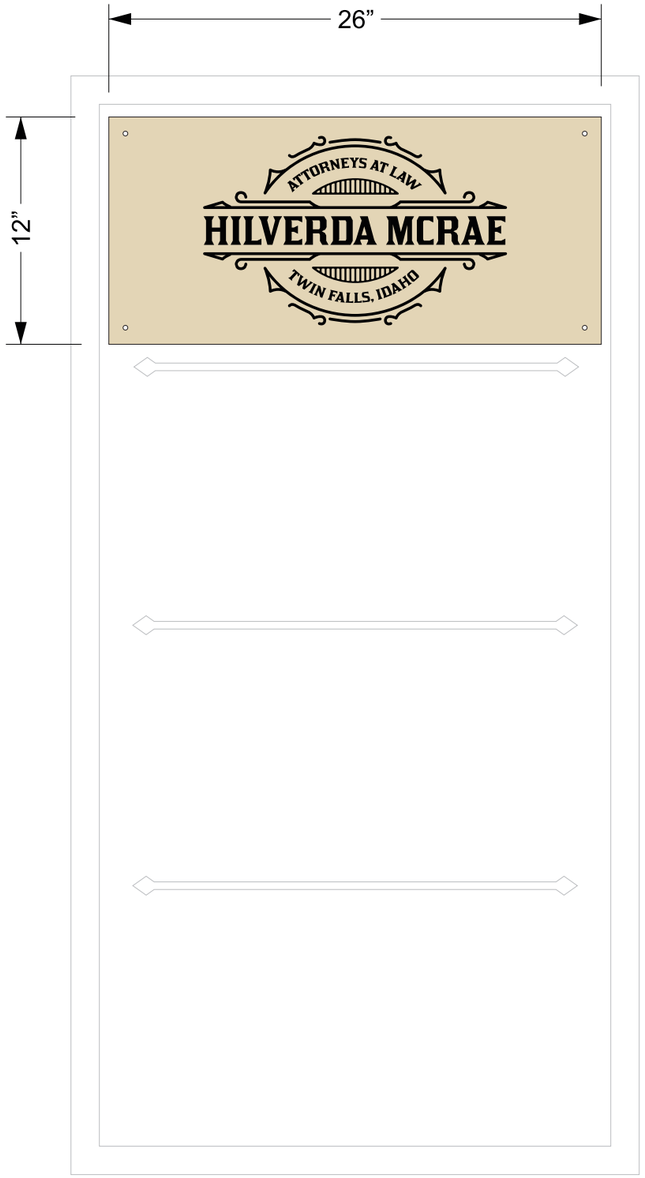
AN EMPLOYEE OWNED COMPANY

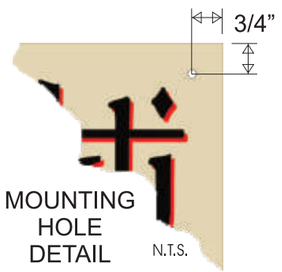
Twin Falls Office
P.O. BOX 305
1925 KIMBERLY RD.
TWIN FALLS, IDAHO 83303
208.733.1739
1.800.621.6836
*fax* 208.736.8653

Boise/Meridian Office
2070 E. COMMERCIAL ST.
MERIDIAN, IDAHO 83642
208.388.1739
*fax* 208.388.3966

www.lytlesigns.com
sales @lytlesigns.com




2.17 SQ FT




TENANT PANELS FOR D/F FLAG MOUNT SIGN

(2X) 1015 LT. IVORY ACM PANELS
(1X EACH SIDE)

BLACK HP VINYL COPY AND GRAPHICS APPLIED

HOLES DRILLED FOR MOUNTING TO EXISTING FLAG MOUNT SIGN

THROUGH-BOLTED TO FLAG MOUNT BACKER PANEL

Approved By: _____
Date: _____

Unauthorized use, reproduction and or display shall render the infringer liable for up to $150,000 in statutory damages, plus attorney fees and costs for each infringement under the U.S. Copyright Act (17 U.S.C. 412 & 504)
THIS RENDERING IS CONCEPTUAL---COLORS MAY NOT REPRESENT ACTUAL FINISH---ILLUMINATED AND DAYLIGHT COLORS WILL VARY

CLIENT:
Hilverda McRae Law

ADDRESS:
124 Main Ave. North
Twin Falls, ID 83301

DATE:
11/6/2020

SCALE:
1 1/2” = 1’

ACCOUNT EXECUTIVE:
MS

DRAWN BY:
AS

FILENAME:
Hilverda McRae Law\sign pkg
44139

QUOTE #:
44139

REVISIONS:

F

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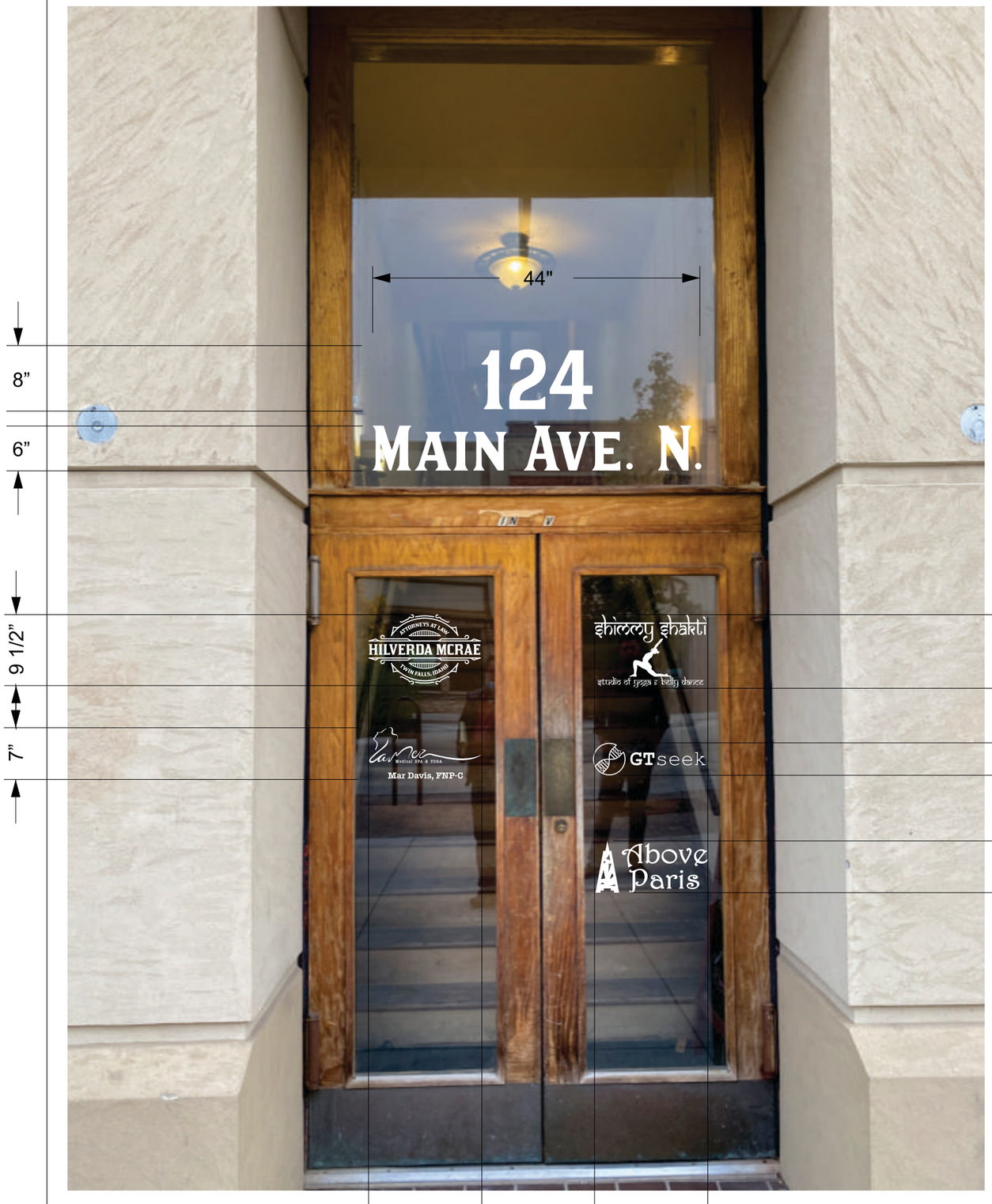
MERIDIAN, IDAHO 83642
208.388.1739
*fax* 208.388.3966

www.lytlesigns.com
sales @lytlesigns.com

WINDOW GRAPHICS

WHITE HP VINYL

CUT AND 1ST SURFACE APPLIED TO
(3X) ENTRANCE GLASS




Approved By: _____
Date: _____

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**CLIENT:**
Hilverda McRae Law

**ADDRESS:**
124 Main Ave. North
Twin Falls, ID 83301

**DATE:**
11/6/2020

**SCALE:**
3/4" = 1'

**ACCOUNT EXECUTIVE:**
MS

**DRAWN BY:**
AS

**FILENAME:**
Hilverda McRae Law\sign pkg
44139

**QUOTE #:**
44139

**REVISIONS:**
12/7/2020

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Lytle SIGNS INCORPORATED Since 1948
AN EMPLOYEE OWNED COMPANY

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*fax* 208.388.3966

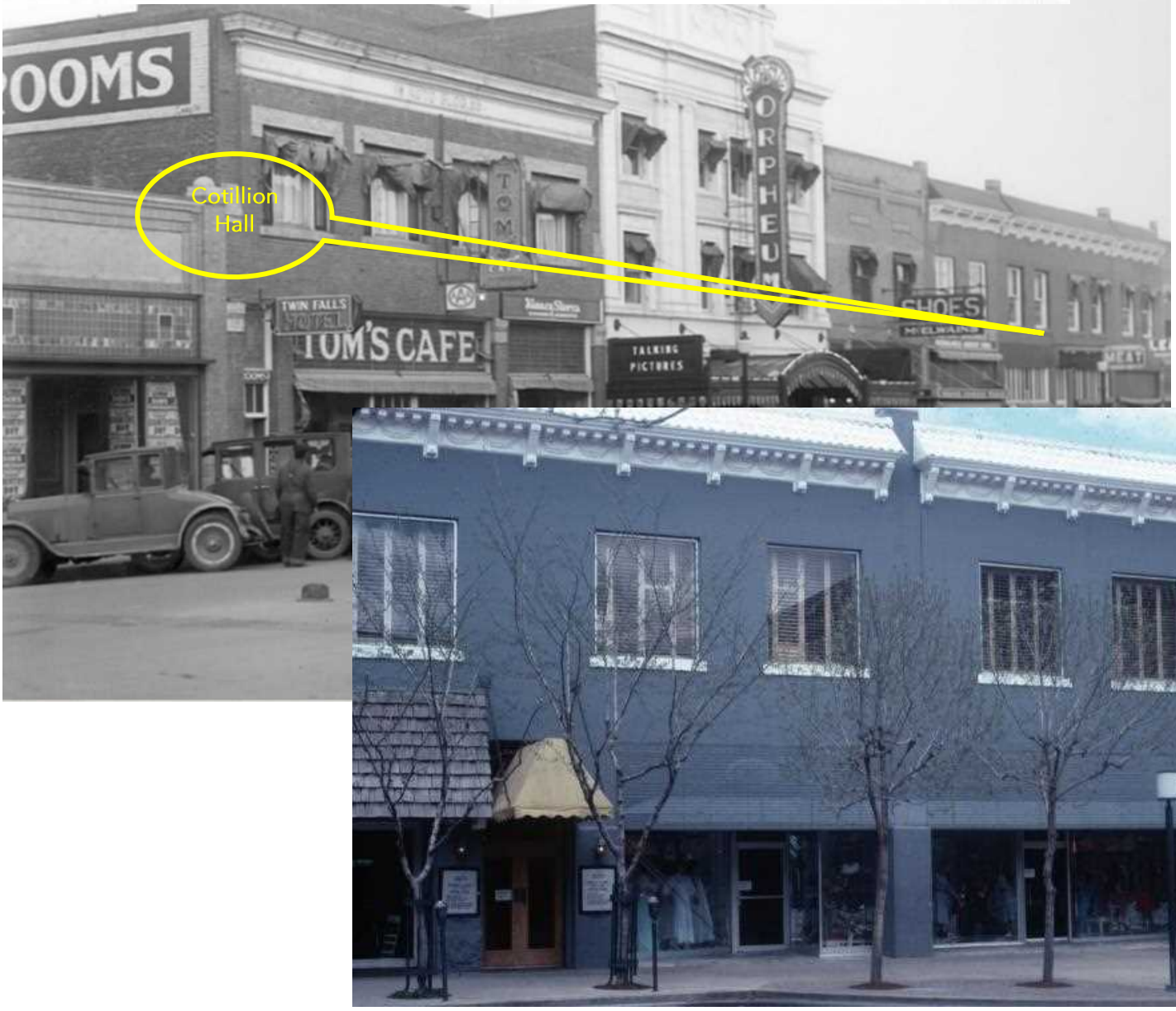
www.lytlesigns.com
sales @lytlesigns.com

WSA WORLD SIGN ASSOCIATES

28. Cotillion Hall 83-3576
124 Main Avenue N. (124-138 Main Avenue N.)
Contributing
c. 1920

Cotillion Hall was built in three separate phases. C.M. Smith and W.P. Rice built the central section, and, later, each man added an extension that matched the central block.[12] These phases resulted in Cotillion Hall's most distinctive feature: its length. It is two stories and is constructed of brick. It has an elaborate cornice with figure four brackets, modillions and garlands. The upper- story windows have fixed panes; the street elevation consists of plate-glass windows.

As with many commercial structures along Main Avenue, the bottom story served retail uses and the upper story was rented as rooms or offices. In the early 1920s, J.C. Moore, a representative of an agricultural wholesaler, Superior Milling Co., lived on the second story at no. 124, while an office of United Stores occupied the space next door. Early businesses on the first story included a bowling alley, a cigar store, and a clothier named Dumkey. Subsequent establishments included Wilson-Bates Appliances (1942-1960 at no. 136); Independent Meat (1930-1945 at nos. 126 and 128); and the Twin Falls Hardware and Sporting Goods Store. From 1932 until the mid-1990s the Paris Department Store occupied the largest retail space.



CITY OF TWIN FALLS
HISTORIC PRESERVATION COMMISSION
CERTIFICATE OF APPRORIATENESS ACTION SHEET
Application No: PZ20-0145 (Q

# CHAPTER 2: DOWNTOWN HISTORIC DISTRICT DESIGN STANDARDS

**Contributing Structure** is a property which retains a high degree of integrity; the historic fabric is intact and few alterations have occurred. If additions have been made more than 50 years ago, the additions may be seen as part of the evolution of the property.

**Noncontributing Structure** is a property which is outside the period of historical significance or is within the period of significance but has been altered to the degree in which its integrity and historical character has been compromised.

2.1.4 DESIGN GOALS
Maintain and enhance the unique historic character and pedestrian scale of the buildings and their relationship to each other and the street.

| GENERAL GUIDELINES 2.1.5 GENERAL GUIDELINES: TWIN FALLS DOWNTOWN DISTRICT | | | | |
|---|---|---|---|---|
| POLICY Ensure preservation of the unique character with improvements that respect the historic scale and materiality of existing historic structures, with focus on preservation of key details in high-style buildings. | | | | |
| Appropriate | Meets | Does Not Meet | N/A | Comments |
| • Repair and restore buildings before considering replacing them, highlighting key details. | | | X | |
| • Maintain the prevalent historic and architectural styles of the district. | | | X | |
| • When adding to an historic building, maintain the prevalent historic and architectural qualities of the district by restoring the historic building and keeping the additions in scale and compatible. | X | | | |
| • Set the street facades with a zero setback to maintain a continuous 'streetwall' consistent with historic properties on the block. | | | X | |
| • Cultural and civic structures are allowed to have 'pride of place' with setbacks and form differences, while maintaining compatible human scale. elements at street level. | | | X | |
| • Step back new story additions above the prevalent parapet line of existing and/or adjacent historic structures. | | | X | |
| • Maintain a visual horizontal break element on the facade between the first and second floors. | | X wall sign | | |
| • Create ornament and detail for new buildings and additions that are compatible with the existing building. Details should be compatible in providing substantial 'depth' with materials and finishes found traditionally on the building or in the district. | | | X | |

CITY OF TWIN FALLS
HISTORIC PRESERVATION COMMISSION
CERTIFICATE OF APPRORIATENESS ACTION SHEET

Application No: PZ20-0145 6

# DOWNTOWN & CITY PARK HISTORIC DISTRICT
# CHAPTER 3: DESIGN GUIDELINES FOR ALL PROJECTS

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## 3.5 SIGNAGE

POLICY Signs should support the character of the district, helping support its particular identity. Signs should generally enhance the architectural features of the building and be of an appropriate pedestrian scale: flat or (minimally shaped), wall mounted or perpendicular from wall, enameled or painted.

| Appropriate | Meets | Does Not Meet | N/A | Comments |
|---|---|---|---|---|
| • Locate signs such that they fit within the architectural features of a facade, such as the panel band above the transom windows, above entryways, awnings, or display windows; or project from these areas. | X Hanging & Window | X Wall signs | | |
| • Line up signs with other signs along the block. | X " | X " | | |
| • Scale and orient signs based on pedestrian traffic. | X " | X " | | |
| • Use painted/enameled metal or wooden signs. | X | X | | |
| • Paint signs or gold-leaf directly on windows. | X window | | | |
| • Preserve or lightly repaint faded or "ghost signs" on brick exteriors. | | | X | |
| • Create one sign or aggregate multiple signs for multiple upper floor tenants. | X window Hanging | X | | |
| NOT Appropriate | | | | |
| • Install electronic displays or reader boards. | | | | |
| • Install internally lit/backlit plastic signs | | | | |
| • Include illuminated signs with flashing, moving, or brightness changing elements | | | | |
| • Use plastic on the exterior of a sign. | | | | |
| • Install free standing or roof mounted signs. | | | | |

Signature: Douglas J Barry Thomas Date: 1/4/2020

| | | | | |
|---|---|---|---|---|
| Appropriate | Meets | Does Not Meet | N/A | Comments |
| • When installing new sidewalks or plazas, maintain compatibility with the character of the streetscape. | | | X | |
| • Preserve existing historic outbuildings and significant landscape features including accessible paths and ramps. | | | X | |
| • Locate parking spaces to the rear of the property and/or screened from streets. | | | X | |
| • Preserve the character of the building in adapting it to meet the requirements of the Americans for Disabilities Act. | | | X | |
| • Comply with guidelines for new construction, additions, and methods for construction, maintenance, and repair in the following chapters. | | | X | |
| NOT Appropriate | | | | |
| • Demolish viable historic structures. | | | | |
| • Remove existing buildings for surface parking | | | | |
| • Use incongruous materials such as un-faced concrete, plastic, vinyl, fiberglass, concrete block (CMU), glass block, stucco, EIFS, and corrugated or other metal siding as the dominant building material on additions and new buildings, unless proven as original materials. | | | | |
| • Locate parking in front of the building on the property unless proven historically located. | | | | |
| • Conflict with The Secretary of the Interior's Standards for Rehabilitation as state in Chapter 1.2. I | | | | |

Signature: Douglas J Bayhman Date: 1/4/2020

CITY OF TWIN FALLS
HISTORIC PRESERVATION COMMISSION
CERTIFICATE OF APPRORIATENESS ACTION SHEET
Application No: PZ20-01457 (2)

# CHAPTER 2: DOWNTOWN HISTORIC DISTRICT DESIGN STANDARDS

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2.1.4 DESIGN GOALS
Maintain and enhance the unique historic character and pedestrian scale of the buildings and their relationship to each other and the street.

| GENERAL GUIDELINES 2.1.5 GENERAL GUIDELINES: TWIN FALLS DOWNTOWN DISTRICT | | | | |
|---|---|---|---|---|
| POLICY Ensure preservation of the unique character with improvements that respect the historic scale and materiality of existing historic structures, with focus on preservation of key details in high-style buildings. | | | | |
| Appropriate | Meets | Does Not Meet | N/A | Comments |
| • Repair and restore buildings before considering replacing them, highlighting key details. | ✓ | | | |
| • Maintain the prevalent historic and architectural styles of the district. | ~~For~~ ✓ | X For Wall | | |
| • When adding to an historic building, maintain the prevalent historic and architectural qualities of the district by restoring the historic building and keeping the additions in scale and compatible. | For Hanging ~~✓~~ | For Wall ✓ | | |
| • Set the street facades with a zero setback to maintain a continuous 'streetwall' consistent with historic properties on the block. | For Hanging ✓ | For wall X | | |
| • Cultural and civic structures are allowed to have 'pride of place' with setbacks and form differences, while maintaining compatible human scale. elements at street level. | ✓ | | | |
| • Step back new story additions above the prevalent parapet line of existing and/or adjacent historic structures. | ✓ | | | |
| • Maintain a visual horizontal break element on the facade between the first and second floors. | For Hanging ✓ | ✓ For Wall | | |
| • Create ornament and detail for new buildings and additions that are compatible with the existing building. Details should be compatible in providing substantial 'depth' with materials and finishes found traditionally on the building or in the district. | ✓ | | | |

CITY OF TWIN FALLS
HISTORIC PRESERVATION COMMISSION
CERTIFICATE OF APPRORIATENESS ACTION SHEET

Application No: PZ20-0145

# DOWNTOWN & CITY PARK HISTORIC DISTRICT
# CHAPTER 3: DESIGN GUIDELINES FOR ALL PROJECTS

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## 3.5 SIGNAGE

POLICY Signs should support the character of the district, helping support its particular identity. Signs should generally enhance the architectural features of the building and be of an appropriate pedestrian scale: flat or (minimally shaped), wall mounted or perpendicular from wall, enameled or painted.

| Appropriate | Meets | Does Not Meet | N/A | Comments |
|---|---|---|---|---|
| • Locate signs such that they fit within the architectural features of a facade, such as the panel band above the transom windows, above entryways, awnings, or display windows; or project from these areas. | Hanging ✓ | ✗ for wall | | |
| • Line up signs with other signs along the block. | ✓ Hanging | ✓ For wall | | |
| • Scale and orient signs based on pedestrian traffic. | ✓ | | | |
| • Use painted/enameled metal or wooden signs. | ✓ | | | |
| • Paint signs or gold-leaf directly on windows. | ✓ | | | |
| • Preserve or lightly repaint faded or "ghost signs" on brick exteriors. | ✓ | | | |
| • Create one sign or aggregate multiple signs for multiple upper floor tenants. | ✓ | | | |
| NOT Appropriate | | | | |
| • Install electronic displays or reader boards. | | | | |
| • Install internally lit/backlit plastic signs | | | | |
| • Include illuminated signs with flashing, moving, or brightness changing elements | | | | |
| • Use plastic on the exterior of a sign. | | | | |
| • Install free standing or roof mounted signs. | | | | |

Signature: _____ Date: 1/4/21

| | | | | |
|---|---|---|---|---|
| Appropriate | Meets | Does Not Meet | N/A | Comments |
| • When installing new sidewalks or plazas, maintain compatibility with the character of the streetscape. | X | | | |
| • Preserve existing historic outbuildings and significant landscape features including accessible paths and ramps. | Hanging X | X wall | | |
| • Locate parking spaces to the rear of the property and/or screened from streets. | X | | | |
| • Preserve the character of the building in adapting it to meet the requirements of the Americans for Disabilities Act. | X | | | |
| • Comply with guidelines for new construction, additions, and methods for construction, maintenance, and repair in the following chapters. | X | | | |
| NOT Appropriate | | | | |
| • Demolish viable historic structures. | | | | |
| • Remove existing buildings for surface parking | | | | |
| • Use incongruous materials such as un-faced concrete, plastic, vinyl, fiberglass, concrete block (CMU), glass block, stucco, EIFS, and corrugated or other metal siding as the dominant building material on additions and new buildings, unless proven as original materials. | | | | |
| • Locate parking in front of the building on the property unless proven historically located. | | | | |
| • Conflict with The Secretary of the Interior's Standards for Rehabilitation as state in Chapter 1.2. I | | | | |

Signature: _____ Date: 1/4/21

CITY OF TWIN FALLS
HISTORIC PRESERVATION COMMISSION
CERTIFICATE OF APPRORIATENESS ACTION SHEET
Application No: PZ20-0145 (e

# CHAPTER 2: DOWNTOWN HISTORIC DISTRICT DESIGN STANDARDS

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| GENERAL GUIDELINES 2.1.5 GENERAL GUIDELINES: TWIN FALLS DOWNTOWN DISTRICT | | | | |
|---|---|---|---|---|
| POLICY Ensure preservation of the unique character with improvements that respect the historic scale and materiality of existing historic structures, with focus on preservation of key details in high-style buildings. | | | | |
| Appropriate | Meets | Does Not Meet | N/A | Comments |
| • Repair and restore buildings before considering replacing them, highlighting key details. | | | ✓ | |
| • Maintain the prevalent historic and architectural styles of the district. | | | ✓ | |
| • When adding to an historic building, maintain the prevalent historic and architectural qualities of the district by restoring the historic building and keeping the additions in scale and compatible. | | | ✓ | |
| • Set the street facades with a zero setback to maintain a continuous 'streetwall' consistent with historic properties on the block. | | | ✓ | |
| • Cultural and civic structures are allowed to have 'pride of place' with setbacks and form differences, while maintaining compatible human scale. elements at street level. | | | ✓ | |
| • Step back new story additions above the prevalent parapet line of existing and/or adjacent historic structures. | | | ✓ | |
| • Maintain a visual horizontal break element on the facade between the first and second floors. | | | ✓ | |
| • Create ornament and detail for new buildings and additions that are compatible with the existing building. Details should be compatible in providing substantial 'depth' with materials and finishes found traditionally on the building or in the district. | | | ✓ | |

CITY OF TWIN FALLS
HISTORIC PRESERVATION COMMISSION
CERTIFICATE OF APPRORIATENESS ACTION SHEET

Application No: PZ20-0145

# DOWNTOWN & CITY PARK HISTORIC DISTRICT
# CHAPTER 3: DESIGN GUIDELINES FOR ALL PROJECTS

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| Appropriate | Meets | Does Not Meet | N/A | Comments |
|---|---|---|---|---|
| • Locate signs such that they fit within the architectural features of a facade, such as the panel band above the transom windows, above entryways, awnings, or display windows; or project from these areas. | | ✓ | | |
| • Line up signs with other signs along the block. | | ✓ | | |
| • Scale and orient signs based on pedestrian traffic. | | ✓ | | |
| • Use painted/enameled metal or wooden signs. | ✓ | | | |
| • Paint signs or gold-leaf directly on windows. | | | ✓ | |
| • Preserve or lightly repaint faded or "ghost signs" on brick exteriors. | | | ✓ | |
| • Create one sign or aggregate multiple signs for multiple upper floor tenants. | | | | |
| NOT Appropriate | | | | |
| • Install electronic displays or reader boards. | | | ✓ | |
| • Install internally lit/backlit plastic signs | | | ✓ | |
| • Include illuminated signs with flashing, moving, or brightness changing elements | | | ✓ | |
| • Use plastic on the exterior of a sign. | | | ✓ | |
| • Install free standing or roof mounted signs. | | | ✓ | |

Signature: _____ Date: 1-4-21

| Appropriate | Meets | Does Not Meet | N/A | Comments |
|---|---|---|---|---|
| • When installing new sidewalks or plazas, maintain compatibility with the character of the streetscape. | | | ✓ | |
| • Preserve existing historic outbuildings and significant landscape features including accessible paths and ramps. | | | ✓ | |
| • Locate parking spaces to the rear of the property and/or screened from streets. | | | ✓ | |
| • Preserve the character of the building in adapting it to meet the requirements of the Americans for Disabilities Act. | | | ✓ | |
| • Comply with guidelines for new construction, additions, and methods for construction, maintenance, and repair in the following chapters. | | | ✓ | |
| NOT Appropriate | | | | |
| • Demolish viable historic structures. | | | ✓ | |
| • Remove existing buildings for surface parking | | | ✓ | |
| • Use incongruous materials such as un-faced concrete, plastic, vinyl, fiberglass, concrete block (CMU), glass block, stucco, EIFS, and corrugated or other metal siding as the dominant building material on additions and new buildings, unless proven as original materials. | | | ✓ | |
| • Locate parking in front of the building on the property unless proven historically located. | | | ✓ | |
| • Conflict with The Secretary of the Interior's Standards for Rehabilitation as state in Chapter 1.2. I | | | ✓ | |

Signature: _____ Date: 1-4-21

CITY OF TWIN FALLS
HISTORIC PRESERVATION COMMISSION
CERTIFICATE OF APPROPRIATENESS ACTION SHEET
Application No: PZ20-0146

# CHAPTER 2: DOWNTOWN HISTORIC DISTRICT DESIGN STANDARDS

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| GENERAL GUIDELINES 2.1.5 GENERAL GUIDELINES: TWIN FALLS DOWNTOWN DISTRICT | | | | |
|---|---|---|---|---|
| POLICY Ensure preservation of the unique character with improvements that respect the historic scale and materiality of existing historic structures, with focus on preservation of key details in high-style buildings. | | | | |
| Appropriate | Meets | Does Not Meet | N/A | Comments |
| • Repair and restore buildings before considering replacing them, highlighting key details. | | | | |
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| • Cultural and civic structures are allowed to have 'pride of place' with setbacks and form differences, while maintaining compatible human scale. elements at street level. | | | | |
| • Step back new story additions above the prevalent parapet line of existing and/or adjacent historic structures. | | | | |
| • Maintain a visual horizontal break element on the facade between the first and second floors. | | | | |
| • Create ornament and detail for new buildings and additions that are compatible with the existing building. Details should be compatible in providing substantial 'depth' with materials and finishes found traditionally on the building or in the district. | | | | |

CITY OF TWIN FALLS
HISTORIC PRESERVATION COMMISSION
CERTIFICATE OF APPRORIATENESS ACTION SHEET

Application No: PZ20-0146

# DOWNTOWN & CITY PARK HISTORIC DISTRICT
# CHAPTER 3: DESIGN GUIDELINES FOR ALL PROJECTS

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| 3.5 SIGNAGE | | | | |
|---|---|---|---|---|
| POLICY Signs should support the character of the district, helping support its particular identity. Signs should generally enhance the architectural features of the building and be of an appropriate pedestrian scale: flat or (minimally shaped), wall mounted or perpendicular from wall, enameled or painted. | | | | |
| Appropriate | Meets | Does Not Meet | N/A | Comments |
| • Locate signs such that they fit within the architectural features of a facade, such as the panel band above the transom windows, above entryways, awnings, or display windows; or project from these areas. | | | | |
| • Line up signs with other signs along the block. | | | | |
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| • Preserve or lightly repaint faded or "ghost signs" on brick exteriors. | | | | |
| • Create one sign or aggregate multiple signs for multiple upper floor tenants. | | | | |
| NOT Appropriate | | | | |
| • Install electronic displays or reader boards. | | | | |
| • Install internally lit/backlit plastic signs | | | | |
| • Include illuminated signs with flashing, moving, or brightness changing elements | | | | |
| • Use plastic on the exterior of a sign. | | | | |
| • Install free standing or roof mounted signs. | | | | |

Signature: _____ Date: _____

| | | | | |
|---|---|---|---|---|
| Appropriate | Meets | Does Not Meet | N/A | Comments |
| • When installing new sidewalks or plazas, maintain compatibility with the character of the streetscape. | | | | |
| • Preserve existing historic outbuildings and significant landscape features including accessible paths and ramps. | | | | |
| • Locate parking spaces to the rear of the property and/or screened from streets. | | | | |
| • Preserve the character of the building in adapting it to meet the requirements of the Americans for Disabilities Act. | | | | |
| • Comply with guidelines for new construction, additions, and methods for construction, maintenance, and repair in the following chapters. | | | | |
| NOT Appropriate | | | | |
| • Demolish viable historic structures. | | | | |
| • Remove existing buildings for surface parking | | | | |
| • Use incongruous materials such as un-faced concrete, plastic, vinyl, fiberglass, concrete block (CMU), glass block, stucco, EIFS, and corrugated or other metal siding as the dominant building material on additions and new buildings, unless proven as original materials. | | | | |
| • Locate parking in front of the building on the property unless proven historically located. | | | | |
| • Conflict with The Secretary of the Interior's Standards for Rehabilitation as state in Chapter 1.2. I | | | | |

Signature: _____ Date: _____

**Date:** Monday, February 1, 2021

**To:** Honorable Mayor and City Council

**From:** Jonathan Spendlove, Planning and Zoning Director

**ACTION ITEM**

**Request:**

Request to adopt Ordinance #O-2021-001 for the Annexation and Zoning District Change of property at the 700-100 blocks of Hankins Road.

**Time Estimate:**

Approximately five (5) minutes for presentation and questions.

**Background:**

On June 9, 2020, the Planning and Zoning Commission sent a positive recommendation to the City Council for this property to remain R-4; Medium Density Residential District zoned, if annexation was approved by the City Council.

On December 21, 2020, the City Council heard, deliberated, and approved the Annexation of the property located at the 700-1000 blocks of Hankins Road, as requested by the applicant.

**Approval Process:**

In order to enact this ordinance today, City Council would need to suspend the rules and place it on third and final reading by motion and majority consent.

**Budget Impact:**

**Regulatory Impact:**

Annexation will bring this property into City jurisdiction for all Titles listed in City Code. Whereas previously, the property had bee subject to Title 10 - Land Use Regulations only, as required by the Area of Impact Agreement.

**History:**

N/A

**Analysis:**

N/A

**Conclusion:**

As directed by Council, staff has prepared an ordinance to finalize the Annexation process.

**Attachments:**

1. PZ20-0056 McCollum Annex Ord draft

**ORDINANCE NO.**O-2021-001

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

WHEREAS, EHM Engineers, Inc. c/o McCollum Enterprises has made application for annexation of property located at the 700 – 1000 blocks of Hankins Road; and,

WHEREAS, the City Planning & Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 9th day of June, 2020, to consider the Zoning Designation and necessary Area of Impact and Zoning District Maps amendment upon annexation of the real property below described; and,

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

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 21st day of December,2020, to consider the Zoning Designation and necessary Area of Impact and Zoning Districts Map amendment upon annexation of the real property below described.

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

SECTION 1. The following described real property be and the same is hereby annexed into and declared to be a part of the City of Twin Falls, Idaho:

**"Exhibit A"- Legal Description**

AND all public streets, highways, alley and public rights-of-way adjacent and within this description.

SECTION 2. The real property described in Section 1 hereof be and the same is hereby zoned R2.

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

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

SECTION 4. The Area of Impact and Zoning Districts Map for the City of Twin Falls, Idaho, be and the same is hereby amended to reflect the newly incorporated real property as hereby zoned.

SECTION 5. The City Clerk immediately upon the passage and publication of this Ordinance is required by law certify a copy of the same and deliver said certified copy to the County Recorder's office for indexing and recording.

PASSED BY THE CITY COUNCIL _____, 20_____

SIGNED BY THE MAYOR _____, 20_____

_____
Mayor

ATTEST:

_____
Deputy City Clerk

PUBLISH: Thursday, _____, 20_____

**Exhibit A**

**Legal Description**
**Annexation - McCollum**
**Twin Falls County, Idaho**

Being a portion of the W ½ NW ¼ of Section 13, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

Beginning at the West Quarter corner of said Section 13 and being the REAL POINT OF BEGINNING;
Thence, along the West Boundary of said W ½ NW ¼ of Section 13, North 00°08’31” East 1132.48 feet;
Thence, leaving said West Boundary, North 89°49’00” East 260.00 feet;
Thence, North 00°08’31” East 190.00 feet;
Thence, South 89°49’00” West 10.00 feet;
Thence, North 00°08’31” East 661.25 feet;
Thence, North 89°48’51” East 1081.01 feet to a point on the East Boundary of said W ½ NW ¼ of Section 13;
Thence, along said East Boundary, South 00°16’03” West 1983.91 feet to the Southeast corner of said W ½ NW ¼ of Section 13;
Thence, along the South Boundary of said W ½ NW ¼ of Section 13, South 89°49’17” West 1326.66 feet to said REAL POINT OF BEGINNING.

Containing approximately 55.59 acres.

**Date:** Monday, February 1, 2021

**To:** Honorable Mayor and City Council

**From:** Jonathan Spendlove, Planning and Zoning Director

**ACTION ITEM**

**Request:**

Request to adopt Ordinance #O-2021-002 for Zoning District Change and Zoning Map Amendment for the 500-800 blocks of Grandview Drive South.

**Time Estimate:**

Approximately five (5) minutes for presentation and questions.

**Background:**

On December 8, 2020, the Planning & Zoning Commission sent a positive recommendation to the City Council for this property to be rezoned from R-4 to R-4; Residential Medium Density, M-2; Heavy Manufacturing, C-1; Commercial Highway Districts.

On January 11, 2021, the City Council heard, deliberated and approved the Rezoning of the property located at the 500-800 blocks of Grandview Drive South, as requested by the applicant.

**Approval Process:**

In order to enact this ordinance today, City Council would need to suspend the rules and place it on third and final reading by motion, and majority consent.

**Budget Impact:**

**Regulatory Impact:**

The passing of this ordinance will change the zoning district of the property and new rules will apply to this property in regards to land use and other development criteria.

**History:**

n/a

**Analysis:**

n/a

**Conclusion:**

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

**Attachments:**

1. PZ20-0088 Rezone_ZDA draft ordinance
2. PZ20-0088 Grandview Falls ZDA signed

**ORDINANCE NO.O-2021-002**

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

WHEREAS, Grandview Falls, LLC – Gregg Harman has made application for rezoning of property located at the 500-800 blocks of Grandview Drive South; City of Twin Falls, and an amendment of the revised Area of Impact and Comprehensive Plan Land Use Map; and

WHEREAS, the City Planning & Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 8th day of December, 2020, to consider the Zoning Designation and necessary Zoning & Planning Map amendment upon a rezone of the real property below described, and an amendment to the revised area of Impact and Comprehensive Plan Land Use Map; and,

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

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 11th day of January, 2021.

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

SECTION 1. The following described real property located at the 500-800 blocks of Grandview Drive South is the subject of a Zoning District Change and Zoning Map amendment from R-4 to R-4,M-2,C-1.

**"Exhibit A"-Legal Description**
**"Exhibit B"-Zoning Development Agreement**

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

SECTION 3. Public services may not be available at the time of development of this property, depending upon the speed of development of this and other

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

PASSED BY THE CITY COUNCIL _____, 20_____

SIGNED BY THE MAYOR _____, 20_____

_____

Mayor

ATTEST:

_____

Deputy City Clerk

PUBLISH: Thursday, _____, 20_____

**Exhibit A**
**Legal Description**
**Property**
**Twin Falls County, Idaho**

Being a portion of the SW ¼ of Section 20, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

Beginning at the Southwest corner of said Section 20, as shown on that certain Record of Survey, recorded March 29, 2007 as Instrument No. 2007-007117 in the office of the County Recorder of Twin Falls County and being the REAL POINT OF BEGINNING;
Thence, along the West Boundary of said SW ¼ of Section 20, North 00°18’53” East 2682.87 feet to the Northwest corner thereof;
Thence, along the North Boundary of said SW ¼ of Section 20, South 88°59’07” East 2637.96 feet to the Northeast corner thereof;
Thence, along the East Boundary of said SW ¼ of Section 20, South 00°23’02” West 2692.25 feet to the Southeast corner thereof;
Thence, along the South Boundary of said SW ¼ of Section 20, North 88°46’49” West 278.00 feet;
Thence, leaving said South Boundary, North 01°13’11” East 401.00 feet;
Thence, North 88°46’49” West 549.86 feet along a line parallel with said South Boundary to the Northwest corner of that certain map entitled “Pheasant Cove Estates Subd. No. 1”, recorded December 27, 2000 as Instrument No. 2000-019969 in said office of the County Recorder of Twin Falls County;
Thence, along the West Boundary of said map, South 01°13’11” West 401.00 feet to a point on said South Boundary;
Thence, along said South Boundary, North 88°46’49” West 1806.99 feet to said REAL POINT OF BEGINNING.

Containing approximately 157.58 acres

End of Description

**MIXED USE RESIDENTIAL / COMMERCIAL / MANUFACTURING ZONING DEVELOPMENT AGREEMENT**

**GRANDVIEW FALLS**

THIS AGREEMENT made and entered into this 18TH day of January, 2021 by and between the **CITY OF TWIN FALLS**, a municipal corporation, State of Idaho (hereinafter called "City"), and **GRANDVIEW FALLS, LLC,** an Idaho limited liability company (hereinafter called "Developer"), whose address is 3533 East 3985 North Kimberly, Idaho 83341.

RECITALS:

WHEREAS, the Developer is the owner of the certain tract of land in the City of Twin Falls, County of Twin Falls, State of Idaho, more particularly described in Exhibit A attached hereto (the "Property"), which Property is south of Falls Avenue West and west of Grandview Avenue North, extended to the South, known as GRANDVIEW FALLS and

WHEREAS, the Developer intends to develop and/or sell all or portions of the Property from time to time; and

WHEREAS, the Developer has made request of the City to develop a mixed use subdivision (the "Project") on the Property and has submitted to the City the Master Development Plan (Exhibit B) thereof which has been approved for development as a "mixed use residential/commercial/manufacturing development" by the Planning and Zoning Commission and City Council of the City; and

WHEREAS, the City, by and through its City Council, has agreed to the development of said Project within the City of Twin Falls, Idaho, subject to certain terms, conditions and understandings, which terms, conditions and understands are the subject of this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Developer and the City agree as follows:

1. NATURE OF THE AGREEMENT: This Agreement shall become part of the "C-1 ZDA, M-2 ZDA, and R-4 ZDA" zones with respect to the Project upon its full execution and recording. The Developer and its assigns or successors in interest, as well as the City and its assigns or successors (if any), shall be bound by the terms and conditions contained therein.

2. NATURE OF THE DEVELOPMENT: It is agreed by the parties hereto that certain language and requirements pertaining to the "Project" zone shall be interpreted as follows:

   A. USES. (See attached Master Development Plan Exhibit B and detailed Master Plan Exhibit C of the Project).

      1. C-1 ZDA Commercial District. Development shall meet the requirements of the City's Commercial Highway District (C-1) zone and may include multi-family residential uses as provided in Twin Falls City Code 10-4-8.2 for all uses and property development standards.

2. M-2 ZDA, Heavy Manufacturing District, Development shall meet the requirements of the M-2 Zone, City Code 10-4-10 for all uses and development standards.

3. R-4 ZDA, Residential Medium Density District, Development shall meet the requirements of the R-4 Zone, City Code 10-4-5 for all uses and development standards except as noted below:

   (a) Permitted uses shall include the following in addition to those permitted in Twin Falls City Code 10-5-6.2(A):

      i. Dwellings – Duplex, Triplex, and Fourplex
      ii. Governmental Facilities

   (b) The minimum lot area per single household dwelling shall be four thousand (4,000) square feet, six thousand five hundred (6,500) square feet, and the lot area for multiplex dwelling units shall increase over the duplex area by two thousand (2,000) square feet per dwelling unit or one thousand (1,000) square feet per unit above or below the ground level unit on average. The average density of the development shall conform to the restrictions identified above. Multiple story units shall be allowed in so far as the overall average density is maintained.

B. The hours of operation for all other activity within the ZDA area shall be between the hours of seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M. except residential and residential support facilities which shall not be limited, unless otherwise authorized by the City of Twin Falls through the Special Use Permit Process.

C. PHASING OF DEVELOPMENT: Developer shall be permitted to develop the Property in phases, so long as those phases are in compliance with the Master Development Plans and this ZDA Agreement, and an approved preliminary plat. Approval for each phase may be obtained by submission of a technically correct final plat for each phase to the City Council. The designation and location of specific uses on the Master Plan are conceptual and minor changes therefrom shall not provide basis for disapproval of any final plat. There shall be no minimum and a five (5) year maximum time limit between phases unless an extension is granted by Twin Falls City Council.

D. STREET, SEWER, WATER, AND DRAINAGE IMPROVEMENTS:

Developer shall be responsible for the design and construction of street, sewer, water, pressurized irrigation, gravity irrigation improvements, drainage systems, public park, and public walking trails system on the Property (hereinafter "Improvements") as described herein in accordance with City Standards.

a. IMPROVEMENT PLANS: Developer shall, as to each phase of its development, file or cause to be filed with the City a complete set of construction plans checked and stamped by a licensed professional engineer for that development phase, showing all Improvements contemplated within that

phase of the development (hereinafter "Improvement Plans"). The Improvement Plans and all Improvements thereon shall meet the approval of the City, which approval shall be given if such plans conform to established City requirements, the Master Plan Development Plan and this Agreement.

b. IMPROVEMENT, DESIGN AND CONSTRUCTION: The Developer, at their expense, shall cause all Improvements shown on the Improvement Plans to be designed, constructed and installed consistent with the approved Improvement Plans except as otherwise provided therein. Notwithstanding the foregoing, nothing in this Agreement shall prohibit City, State or Federal participation in the cost or financing of improvements on the Property if mutually agreed to by the parties hereto.

c. PHASED CONSTRUCTION: The Developer may install the Improvements at one time, or in phases, as the Developer shall determine at their sole discretion. Developer shall provide the City with written notification of the timing and scope of the phase, or phases, of said Improvements the Developer intends to complete at that time. Developer agrees to make such modifications to construct any temporary facilities necessitated by such phased construction work as shall be reasonably required and approved by the City.

d. CONSTRUCTION SUPERVISION: The Developer shall use a registered professional engineer to supervise the construction; inspection and testing of the work as necessary, to ensure that all such Improvements are constructed in accordance with the approved Improvement Plans.

e. NON-COMPLIANCE: In the event any of the Improvement Plans, the City shall give written notice to Developer of said non-compliance. Developer shall cure said non-compliance within thirty (30) days of their receipt of notice or, in the case of non-compliance that will take in excess of thirty (30) days to cure, Developer shall commence to cure within (30) days of receipt of notice and diligently pursue the same to completion. In the event Developer fails to cure said non-compliance in the manner set forth hereinabove, the City shall have the right to withhold the issuance of any future building permits and certificates of occupancy within only that phase of such "ZDA" until such time as all requirements specified in this Section 3 have been complied with; **provided, however,** Developer shall have the right to appear before the City Council at any regular scheduled meeting after any building permits and certificates of occupancy shall have been withheld for reasons set forth in this paragraph and shall have the right to be heard as to why such building permits and certificates of occupancy should be issued. The City Council shall then, in good faith and in an objective manner, decide whether said building permits and certificates of occupancy should be issued, and their decision shall be final, except that the rights of the parties are preserved at law and equity.

f. FEES: The Developer shall pay, or cause to be paid, to the City all applicable fees, if any, with regard to the installation of Improvements pursuant to the Improvement Plans. However, City water and sewer connection and service charges shall be paid for by individual developers and users at the rates set by applicable City ordinances and resolutions.

g. MAINTENANCE OF IMPROVEMENTS: The City hereby agrees to accept maintenance responsibility for the public improvements upon their completion to City Standards in accordance with current City policy. Developer hereby agrees to accept maintenance responsibility for the private improvements upon their completion in accordance with current City policy and in accordance with any other development agreements associated with the Project.

h. PRIVATE ROADWAYS: The developer may elect to construct private roadways with and without gated access as part of the development. In all cases, appropriate widths for emergency response vehicles and turn around locations shall be provided.

E. PLATS: Developer agrees to file with City a preliminary plat, or plats in phases, prepared by a registered professional engineer and/or licensed land surveyor, of the Property, which is the subject of this Agreement. Preliminary and final plats for phases to be developed shall be submitted specifically identifying and dedicating all necessary public easements and those rights-of-way the City agrees to accept herein and in the Standard Developer's Agreement. It is agreed that said the City thereto must first approve plats and any amendments if the final plat is in conformity with the approved preliminary plat.

F. INDIVIDUAL PARCEL DEVELOPMENT CRITERIA. The Property or any portion thereof shall be developed in accordance with criteria set forth in this Section 6 and all applicable provisions of City Code.

a. APPROVAL AND CONSTRUCTION: All Improvements shall be constructed in accordance with approved engineered drawings and specifications, describing in reasonable detail the work to be performed, with the drawings and specifications to first be approved by City, which approval shall not be unreasonably withheld.

b. LANDSCAPING: Perimeter landscaping along interior streets in the commercial areas shall be installed on each parcel of the Property and in the public rights-of-way adjacent thereto at the time site and building improvements are completed thereon, or by the next planting season. Such landscaped perimeter in commercial areas shall be installed and extend to a depth of eleven (11) feet behind the back of curb and shall in include the sidewalks width the Developer elects to install.

Each property owner shall maintain the landscaping and vegetation on their property and in the public rights-of-way adjacent thereto. Notwithstanding the foregoing, alternately, in the event the Developer chooses to designate certain landscaped areas and other areas as "common area" or "parkland", the Developer may choose to form an association of those property owners for the maintenance of said areas. The Developer may also choose to dedicate at land area to the City as a Neighborhood Park, by City approval. The developer may develop a mini park to be incorporated with facilities for the requirements of storm water retention and utility purposes.

The Developer may elect to enter into a financial "In-Lieu" compensation agreement with the City in accordance with current City policy and not dedicate any land for use as park land.

The property landscaping will be designed to utilize a pressure irrigation system. Each property owner shall be required to utilize the Development's pressurized irrigation system or future systems as required by the City for their landscaped area.

c. MASTER LANDSCAPING PLAN:. Landscaping shall be accomplished as required by the City Code of the City of Twin Falls within the limits of the Property as each phase is constructed.

Landscaping shall be required where commercial uses are adjacent to residential uses. A ten (10) foot buffer distance is required to provide sound and visual buffering. The buffer area is to be landscaped with coniferous and deciduous trees and/or solid fencing with shrubs, berms, walls and/or planter boxes to create a dense buffer in a relatively short distance.

In all cases landscaping will meet or exceed the minimum landscaping requirements of the City of Twin Falls Zoning and Subdivision Requirements.

d. BUILDING STANDARDS. Buildings and Improvements shall comply with the following standards:

i. DESIGN STANDARDS

1. All buildings in all residential districts shall not exceed thirty-five feet (35') in height with the exception of architectural projections or features, roof top equipment (if properly enclosed or screened) and chimney chases.

2. All buildings in the C-1 and M-2 Districts shall not exceed fifty feet (50') in height with the exceptions of architectural projections or features, roof top equipment (if properly enclosed or screened) and chimney chases. Buildings within the C-1 and M-2 Districts shall be permitted to request additional height through the Special Use Permit process as established under City Code Provisions.

H. TIME LIMITATION. The "C-1 ZDA, M-2 ZDA, and R-4 ZDA" zone designation on the Property is expressly conditioned upon submission to the City Council of a final development plan of the first phase of development within five (5) years from the date hereof. The Developer may apply for one or more two-year extensions provided application is made in advance of the expiration date. Approval shall not unreasonably be withheld.

I. STANDARD DEVELOPER'S AGREEMENT. It is understood and agreed by the parties hereto that Developer shall execute the City's Standard Developer's Agreement.

City and Developer recognize that in exchange for giving up substantial acreage or financial compensation in lieu as the case may be, for the neighborhood park and the large impact it has on the area of the project, city is allowing the ZDA as proposed.

J. GENERAL PROVISIONS.

a. Cooperation. The parties hereto agree to cooperate each with the other. Developer shall submit to the City all construction plans, specifications, and working drawings required by the City.

b. Amendment. The parties hereto agree that the nature of this agreement is such that amendment is anticipated and expected as the development progresses. Amendments to this agreement will be prepared for consideration and approval by the City. Upon approval of the amended agreement, the parties agree to sign and execute an amended Zoning Designation Agreement for the project.

c. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the Property and improvements described herein, and no amendment or modification to this Agreement shall be valid or effective unless reduced to writing and signed by the parties.

d. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.

e. Notices. If notices from one party to the other are desired or required hereunder, such notices shall be delivered or mailed to the party to receive such at its address last known to the sender of such notice. Notices shall be deemed received on the date of hand delivery or upon seventy-two (72) hours following deposit in the United States mail, if properly addressed, stamped and sent with "return receipt requested." On the date of this Agreement, the addresses of the parties are as follows:

Developer: GRANDVIEW FALLS, LLC
3533 East 3985 North
Kimberly, Idaho 83341

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

f. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the successors, assigns and legal representatives of the parties hereto. Transfer of all or a portion of the Property shall create a notation releasing the transferor from obligations under this Agreement with respect to said transferred property.

g. SEVERABILITY. In the event any portion of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining portions shall not be affected thereby.

h. SIGNATORIES. Each of the persons executing this Agreement hereby represents and warrants that he or she is duly authorized and empowered to so act on behalf of the entity for which he or she is signing, and that this Agreement is binding on, and enforceable against, such entity.

i. EFFECTIVE DATE. This Agreement shall become valid and binding only upon its approval by City, through its City Council, and upon its execution by the Mayor and the Developer.

j. ATTORNEY FEES. In the event that either party should be required to retain an attorney to institute litigation because of the default or breach of the other, or to pursue any remedy provided by law, the party that prevails in such litigation shall be entitled to a reasonable attorney's fee.

k. CONSTRUCTION. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a contract is to be construed more strictly against the person who himself, or through his agents, prepared the same, it being acknowledged that both parties have participated in the preparation hereof.

l. ATTACHMENTS. All attachments to this Agreement and recitals are incorporated herein and made a part thereof as if set forth in full.

m. CAPTIONS. The captions, section and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and shall in no way affect interpretation of this Agreement.

IN WITNESS WHEREOF, the City has affixed its seal and caused these presents to be executed by its Mayor on the date above written.

ATTEST:

"CITY"
CITY OF TWIN FALLS

_____
City Clerk

By: _____
Mayor

"DEVELOPER"
GRANDVIEW FALLS, LLC

By: _____
Lance L. Whitney - Member

STATE OF IDAHO )
ss.
County of Twin Falls )

On this 18TH day of JANUARY, 2021 before me, a Notary Public for said County and State, personally appeared Lance L. Whitney, known or identified to me, to be the Member of Grandview Falls, LLC, that executed the said instrument.

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

_____
NOTARY PUBLIC FOR IDAHO
Residing at TWIN FALLS, ID
My commission expires 8-15-2024

STATE OF IDAHO )
ss.
County of Twin Falls )

On this _____day of _____, 2021 before me, a Notary Public for said County and State, personally appeared _____ and _____, Known or identified to me, to be the Mayor and City Clerk, respectively, of the CITY OF TWIN FALLS, IDAHO, that executed the said instrument, and acknowledged to me that such City executed the same.

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

_____
NOTARY PUBLIC FOR IDAHO
Residing at _____
My commission expires _____

**Date:** Monday, February 1, 2021

**To:** Honorable Mayor and City Council

**From:** Mitch Humble, Deputy City Manager

**ACTION ITEM**

**Request:**

Request to hire a combination building and mechanical inspector.

**Time Estimate:**

The staff presentation will take about ten minutes. Following the presentation, additional time will be necessary for questions and discussion.

**Background:**

It will not be a surprise for the Council to hear that Twin Falls is currently experiencing a very high level of building activity. We closed FY2020 with 929 total building permits, including 573 new single-family building permits. Both of those totals are the highest we've seen since FY2006. The totals from FY2020 are the third highest on record behind FY2006 (1,056 and 641) and FY2005 (1017 and 614). So far, FY2021 is exceeding our permit totals from last year.

With an increase in building permits, the need to perform building inspections increases as well. The 929 building permits we received in FY2020 resulted in a total of 7,243 building inspections. As a comparison, in FY2019, we issued 776 building permits and completed 5,581 building inspections. That is an increase of 1,662 inspections, nearly 30% more, in one year. The City currently has only two building inspectors, Kortnie Kent and Alicia Perry, that are available to handle that increasing workload. They do a good job and are trying to be as thorough and complete as they can be, while still getting to every inspection. But in reality, they should be spending more time per inspection than they can with this high of a demand. There are many days when the Building Official has to spend time in the field to help them get through the day's inspections.

I shared how FY2020 looked in comparison to FY2005 and FY2006 above. One other important comparison to make is in our staffing levels from back then. We had three building inspectors in FY2006, compared to only two today. In FY2007, Marianne Barker, our building official retired. Dwaine Thompson, one of our building inspectors was promoted to replace Marianne. Also, in FY2007, the City began permitting and inspecting Mechanical, Electrical, and Plumbing permits. At that time, we hired an electrical inspector and a combination plumbing/mechanical inspector. We also did not replace Dwaine with a building inspector. Rather, we created two half time positions, one for electrical and one for plumbing. That change reduced us to two building inspectors.

Our combination plumbing/mechanical inspector quit in FY2008. We replaced him with a combination plumbing/mechanical inspector, and shifted one of our building inspectors, Jarrod Bordi, to be a combination building/mechanical inspector. Leaving us with one and a half building inspectors. We were never really able to keep the two half time electrical and plumbing inspectors, and eventually those two positions were removed from the department. In FY2011, at the lowest point of the recession, we ended up laying off our one full time building inspector, leaving us with one electrical inspector, Raub Owens, one plumbing/mechanical inspector, Steve Harr, and one building/mechanical inspector Jarrod Bordi. Since FY2011, as building activity has picked up, we've added back a second plumbing/mechanical

inspector, Dave Rasmussen, a combination electrical/fire inspector, Jared Fisher, and a second building inspector. But we are still not quite back to our FY2006 staffing levels for building inspectors, while we are approaching, and may even exceed, our FY2006 building inspection activity levels.

For this reason, we are requesting to add a combination building/mechanical inspector to the Building Safety Department. This new position will help handle the increasing building inspection work load. In addition, Steve, one of our plumbing/mechanical inspectors, is planning to retire in one year. Having this new position be a combination building/mechanical inspector will help the team by getting someone prepared to back up Dave when Steve retires. We do not believe that building activity will slow in the coming months. We are not able to meet our customers' expectations and needs without adding another inspector. Our other option will be to delay the turn around time for inspection requests. We have already started to do that, but we'll have to lengthen that delay even more if we do not have the inspectors to accommodate the growing demand. Therefore, staff recommends that the Council approve this request to hire an additional building/mechanical inspector.

**Approval Process:**

A majority vote of the Council is needed to approve the request.

**Budget Impact:**

The FY2021 budget does not include funding for this request. However, as discussed above, building activity has been increasing again this year. With that increase in activity, the City has also experienced an increase in permit fees being collected. Our first quarter of FY2021 concluded at the end of December. At that time, we had collected 44.32% of the year's projected revenue at only 25% of the way through the year. And, the first quarter is generally the slowest of the four quarters for building permit activity. By comparison, we have collected almost $110,000 more in revenue than we had collected through December last year, and last year we concluded the fiscal year with $600,000 more revenue collected than budgeted. So, while the position is not included in the budget, the unbudgeted revenue should more than cover the unbudgeted expense.

The fully burdened (inclusive of benefits) projected annual cost for this position is $93,574. If this request is approved tonight, it will take us a couple of months to go through the recruitment/hiring process. That would leave about half of the fiscal year with this added cost, or $46,787. In addition to the employment costs, we will need to purchase some supplies and equipment for the new inspector. We estimate those costs to be $7,661.88. Therefore, if the Council approves this request, we would have to add $54,448.88 in personnel related expenses to the department budget. As discussed above, those expenses should be more than covered by the unbudgeted building permit revenue. These changes would be included in our end of year budget amendment process.

**Regulatory Impact:**

If the Council approves the request, staff will begin the recruitment process for the additional inspector as described.

**History:**

N/A

**Analysis:**

N/A

**Conclusion:**

Staff recommends that the Council approve the request and authorize staff to begin recruiting for a combination building and mechanical inspector.

**Attachments:**

None

**Date:** Monday, February 1, 2021

**To:** Honorable Mayor and City Council

**From:** Breanna Howard, CFO

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**Request:**

**PRESENTATION:** A presentation on the finances of the City of Twin Falls for three months of fiscal year 2020-2021. This presentation will be an overview of the tax-supported funds and the three major enterprise funds: Water, Wastewater and Sanitation.

**Time Estimate:**

The estimated amount of time for this presentation is 15-20 minutes, with additional time for Council questions.

**Background:**

The information presented includes a comparison of budget to actual information for revenues and expenditures in the tax supported funds and the three major enterprise funds. There will be an analysis on historical information, national comparisons and future projections.

**Approval Process:**

N/A

**Budget Impact:**

There is no budget impact.

**Regulatory Impact:**

There is no regulatory impact.

**Conclusion:**

There is no action required by the City Council.

**Attachments**

1. 1st Qtr – Tax Supported Funds
2. 1st Qtr - Water Fund
3. 1st Qtr - Wastewater Fund
4. 1st Qtr - Sanitation Fund

# City of Twin Falls

## Summary of Tax-Supported Funds

## December 31, 2020

| | | | 3 of 12 months | 25.000% |
|---|---|---|---|---|
| | | | | % Received |
| | | Budgeted Rev | Actual Rev | to Date |
| | Property Taxes | $ 23,937,269 | $ 1,049,071 | 4.4% |
| | Franchise Taxes | 1,741,500 | 453,583 | 26.0% |
| | Permits | 1,209,000 | 537,186 | 44.4% |
| | Revenue Sharing-County, State, Liquor | 4,039,999 | 1,215,350 | 30.1% |
| | State Liquor Apportionment | 740,000 | 165,791 | 22.4% |
| | Street Fund-Highway Monies | 3,165,000 | 708,499 | 22.4% |
| | Court Revenues | 200,000 | 35,564 | 17.8% |
| | Street Sweeping | - | - | |
| | Contributions | 1,000 | 1,445 | 144.5% |
| | Grants | 225,700 | 787,833 | 349.1% |
| | Misc | 794,156 | 376,659 | 47.4% |
| | E-911 | 465,000 | 120,808 | 26.0% |
| | Recreation Fees | 410,000 | 70,659 | 17.2% |
| | Airport Revenues | 1,075,420 | 400,723 | 37.3% |
| | Investment Interest | 593,001 | 127,381 | 21.5% |
| | Fire District | 540,699 | - | 0.0% |
| | Transfers | 3,459,352 | 672,338 | 19.4% |
| | Surplus Reserves | 3,573,474 | - | 0.0% |
| | Revenue Totals | $ 46,170,570 | $ 6,722,890 | 14.6% |
| Reserves | | | | |
| | | Budgeted Exp | Actual Exp | |
| | Personnel | $ 27,682,658 | $ 7,222,301 | 26.1% |
| | M & O | 7,919,329 | 2,591,206 | 32.7% |
| | Capital | 8,697,740 | 280,120 | 3.2% |
| | Transfers | 1,870,843 | 275,211 | 14.7% |
| | Expenditure Totals | $ 46,170,570 | $ 10,368,838 | 22.5% |
| | | | | |
| | Excess/<Deficit> | $ - | $ (3,645,948) | |

**City of Twin Falls**
**Water Fund**
**December 31, 2020**

| | | 3 of 12 months | 25.000% |
|---|---|---|---|
| | | | % Received |
| Revenues | Budgeted Rev | Actual Rev | to Date |
| Water revenue | $ 6,918,578 | $ 1,848,427 | 26.7% |
| Flat rate-arsenic compliance | 2,100,000 | 574,064 | 27.3% |
| Tap fees | 207,000 | 103,059 | 49.8% |
| Irrigation revenue | 819,800 | 242,031 | 29.5% |
| Investment income | 230,000 | 55,758 | 24.2% |
| Other | 176,602 | 23,487 | 13.3% |
| Transfers | 656,507 | 164,127 | 25.0% |
| Reserves | 1,800,000 | - | 0.0% |
| Revenue Totals | $ 12,908,487 | $ 3,010,953 | 23.3% |
| | | | |
| Expenditures | Budgeted Exp | Actual Exp | |
| Personnel | $ 2,461,033 | $ 620,792 | 25.2% |
| M & O | 2,958,060 | 354,005 | 12.0% |
| Capital | 3,548,510 | 67,923 | 1.9% |
| Debt | 2,752,095 | - | 0.0% |
| Transfers | 1,188,789 | 297,197 | 25.0% |
| Expenditure Totals | $ 12,908,487 | $ 1,339,917 | 10.4% |
| | | | |
| Excess/<Deficit> | $ - | $ 1,671,036 | |

**City of Twin Falls**
**Wastewater Fund**
**December 31, 2020**

| | | 3 of 12 months | 25.000% |
|---|---|---|---|
| | | | % Received |
| Revenues | Budgeted Rev | Actual Rev | to Date |
| Residential & commercial | $ 7,322,854 | $ 1,845,191 | 25.2% |
| Industrial | 2,092,454 | 493,137 | 23.6% |
| Municipal | 141,487 | 37,088 | 26.2% |
| Capacity fees | - | 158,555 | |
| Investment income | 275,000 | 63,379 | 23.0% |
| Other | 120,000 | 69,597 | 58.0% |
| Revenue Totals | $ 9,951,795 | $ 2,666,947 | 26.8% |
| | | | |
| Expenditures | Budgeted Exp | Actual Exp | |
| Personnel | $ 874,996 | $ 200,286 | 22.9% |
| M & O | 3,441,268 | 1,070,489 | 31.1% |
| Capital | 1,190,650 | 333,079 | 28.0% |
| Debt | 3,518,781 | - | 0.0% |
| Transfers | 903,935 | 225,984 | 25.0% |
| Expenditure Totals | $ 9,929,630 | $ 1,829,838 | 18.4% |
| | | | |
| Excess/<Deficit> | $ 22,165 | $ 837,109 | |

**City of Twin Falls**
**Sanitation Fund**
**December 31, 2020**

| | | 3 of 12 months | 25.000% |
|---|---|---|---|
| | | | % Received |
| Revenues | Budgeted Rev | Actual Rev | to Date |
| Garbage and refuse collection | $ 2,203,316 | $ 565,706 | 25.7% |
| Extra garbage collectino | | 10,100 | |
| Sanitation admin fee | 524,507 | 127,311 | 24.3% |
| Landfill fees | 789,583 | 208,015 | 26.3% |
| Investment income | 5,000 | 2,224 | 44.5% |
| Miscellaneous revenues | | 204 | |
| Revenue Totals | $ 3,522,406 | $ 913,560 | 25.9% |
| | | | |
| Expenditures | Budgeted Exp | Actual Exp | |
| M & O | 3,003,694 | 502,834 | 16.7% |
| Transfers | 511,478 | 127,870 | 25.0% |
| Expenditure Totals | $ 3,515,172 | $ 630,704 | 17.9% |
| | | | |
| Excess/<Deficit> | $ 7,234 | $ 282,856 | |