



Twin Falls City Council Agenda

Monday, February 8, 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 28 thru February 3, 2021.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve the Monday, February 1, 2021, City Council Minutes
By: Leila A. Sanchez, Deputy City Clerk
 - c) **ACTION ITEM:** Request to approve the Final Plat for Pheasant Meadows Subdivision Phase 3.
By: Ian Zollinger, Planner
 - d) **ACTION ITEM:** Request to approve a Trust Agreement for Fieldwood Subdivision No. 2, placing all lots in trust.
By: Mark Holtzen, City Engineer
 - e) **ACTION ITEM:** Request to change the street name of El Suento Street to El Sueño Street, as platted in El Milagro Subdivision.
By: Mark Holtzen, City Engineer
 - f) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing South Estates No. 3.
By: Mark Holtzen, City Engineer
 - g) **ACTION ITEM:** Request to change the street name of Cheney Drive to Cheney Drive East, between Blue Lakes Blvd. N. and Eastland Dr. N.
By: Mark Holtzen, City Engineer
- 5) ITEMS OF CONSIDERATION
 - a) **ACTION ITEM:** Request to approve to purchase a 2022 Kenworth T470 Chassis utilizing Henderson plow components for \$172,935.00 using a Cooperative Purchasing Agreement with Sourcewell.
By: Mark Thomson, Streets Superintendent

- b) **PRESENTATION:** Sidewalk Master Plan Presentation
By: Erin Steel, Staff Engineer
- c) **PRESENTATION:** Sidewalk Grant Presentation & Update.
By: Jon Caton, Public Works Director
- d) **PRESENTATION:** Proposed amendments to the City's special event permit process.
By: Mitch Humble, Deputy City Manager
- 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 Agenda

Monday, February 1, 2021, 5:00 PM

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

MINUTES

Council Present: Mayor Suzanne Hawkins, Vice Mayor Ruth Pierce, Council Members Shawn Barigar, Greg Lanting, Christopher Reid, Nikki Boyd

Absent: Craig Hawkins

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Mitch Humble, City Attorney Shayne Nope, Chief Financial Officer Breanna Howard, Planning & Zoning Director Jonathan Spendlove, Building Official Matthew Long, Network Administrator Dee Davidson, Deputy City Clerk Leila A. Sanchez

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

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

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

MOTION:

Council Member Lanting moved to approve the Consent Calendar as presented. Council

Member Pierce seconded the motion. Roll call vote showed Council Members Nikki Boyd, Shawn Barigar, Suzanne Hawkins, Greg Lanting, Christopher Reid, and Ruth Pierce voted in favor of the motion. Approved 6 to 0.

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

Commissioners Don Hall, Jack Johnson, and Brent Reinke presented a letter of appreciation to the Council.

- 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

Jonathan Spendlove reviewed the request.

The subject property is located within 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.

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.

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.

The HPC's concern of wall sign over the seam of connecting buildings.

Brian Hilvarda, the applicant, requested the Council approve the wall sign as he presented. In addition, stated the Historic Preservation Commission lacks the authority to deny the request.

Council discussion followed.

All signage reviewed by the Historic Preservation Commission is required to meet the minimum standards of City Code. The HPC could further limit certain aspects of signage based on the design guidelines of the historic district.

MOTION:

Council Member Barigar moved to approve the Certificate of Appropriateness for a wall sign on property located at 124 Main Avenue North #200, as presented. Council Member Reid seconded the motion. Roll call vote showed Council Members Nikki Boyd, Shawn Barigar, Suzanne Hawkins, Greg Lanting, Christopher Reid, and Ruth Pierce voted in favor of the motion. Approved 6 to 0.

- c) **ACTION ITEM:** Request to adopt Ordinance #O-2021-001 for the Annexation and Zoning. District Change of property at the 700-1000 blocks of Hankins Road.

By: Lisa Strickland, City Planner

Jonathan Spendlove reviewed the request.

MOTION:

Council Member Lanting moved to suspend the rules and place Ordinance #0-2021-001 on third and final reading by title only for the Annexation and Zoning District Change of property at the 700-1000 blocks of Hankins Road. Council Member Pierce seconded the motion. Roll call vote showed Council Members Nikki Boyd, Shawn Barigar, Suzanne Hawkins, Greg Lanting, Christopher Reid, and Ruth Pierce voted in favor of the motion. Approved 6 to 0.

Deputy City Clerk Leila A. Sanchez read Ordinance #0-2021-001, by title only:

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

MOTION:

Council Member Reid moved to approve Ordinance #0-2021-001, for the Annexation and Zoning District Change of property located at the 700-1000 block of Hankins Road. Council Member Boyd seconded the motion. Roll call vote showed Council Members Nikki Boyd, Shawn Barigar, Suzanne Hawkins, Greg Lanting, Christopher Reid, and Ruth Pierce voted in favor of the motion. Approved 6 to 0.

- 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

Jonathan Spendlove reviewed the request.

MOTION:

Council Member Boyd moved to suspend the rules and place Ordinance #0-2021-002 on third and final reading by title only for a Zoning District Change and Zoning Map Amendment for the 500-800 blocks of Grandview Drive South. Council Member Reid seconded the motion. Roll call vote showed Council Members Nikki Boyd, Shawn Barigar, Suzanne Hawkins, Greg Lanting, Christopher Reid, and Ruth Pierce voted in favor of the motion. The motion passed 6 to 0.

Deputy City Clerk Leila A. Sanchez read Ordinance #0-2021-002, by title only:

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

MOTION:

Council Member Pierce moved to approve Ordinance #0-2021-002, for Zoning District Change and Zoning Map Amendment for the 500-800 blocks of Grandview Drive South. Council Member Reid seconded the motion. Roll call vote showed Council Members Nikki Boyd, Shawn Barigar, Suzanne Hawkins, Greg Lanting, Christopher Reid, and Ruth Pierce voted in favor of the motion. Approved 6 to 0.

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

By: Matthew Long, Building Official

Matthew Long reviewed the request. Staff recommends the Council authorize staff to begin recruiting for a combination building and mechanical inspector.

Council discussion followed.

- Utilization of technology to stream the permitting process.
- Building Inspectors work schedule.

Travis Rothweiler explained Matthew Long investigated the option of hiring of a contractor and found the labor costs were significantly higher than hiring an employee.

MOTION:

Council Member Barigar moved to authorize staff to hire a combination building and mechanical inspector. Vice Mayor Pierce seconded the motion. Roll call vote showed Council Members Nikki Boyd, Shawn Barigar, Suzanne Hawkins, Greg Lanting, Christopher Reid, and Ruth Pierce voted in favor of the motion. Approved 6 to 0.

- 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

Breanna Howard reviewed the following using a PowerPoint presentation:

- Tax Supported Funds – Revenue and Expenditures
- Enterprise Funds – Water Revenues and Expenditures (1st 3 Months)
- Enterprise Funds – Wastewater Revenues and Expenditures (1st 3 Months)
- Enterprise Funds – Sanitation Revenues and Expenditures (1st 3 Months)

Council discussion followed on:

- Recycling Update
- Franchise Fees

6) GENERAL PUBLIC INPUT

Cameron Anderson, resident of Twin Falls, offered his public support for the Amphitheatre proposed to the Council on January 25th, 2021, and asked the Council to reconsider the request. He believes there is a timeline that needs to be met considering it is both a public and private land.

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

8) PUBLIC HEARINGS: None

9) ADJOURNMENT

The meeting adjourned at 6:38 p.m.



Leila A. Sanchez
Deputy City Clerk

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TWIN FALLS CITY
COUNCIL

SIGNAGE APPEAL

FEBRUARY 1, 2021



Brian Hilverda
Steven McRae

124 Main Ave N Ste 200
Twin Falls, Idaho 83301
208-944-0755



HILVERDA MCRAE, PLLC



- Founded 2015
- Full service law firm
- Six full-time employees
- Sponsor:
 - Twin Falls Downtown Farmers Market
 - Boys and Girls Club
 - Twin Falls High School
 - Canyon Ridge High School
 - Xavier Charter Schools
 - Southern Idaho Climbing Coalition



124 Main Ave N Ste 200

We are asking the Council to approve the sign as proposed on Page 55 of your packet. We use Lytle Signs for all of our signing needs. They presented on our behalf to the Historic Preservation Commission. The commission denied our requested because, in their opinion, signs above the first floor detract from the facade of the building. We base our appeal on the following:

- Several signs in this district are above the first floor.
 - The sign is designed with the historic nature of the building in mind.
 - Elevated signs are part of the historic nature of these buildings
 - The commission's decision deters future investment in downtown.
 - The commission lacks decision-making authority.
-



The proposed sign would sit at approximately 25 feet between two of the large windows of the Paris Building. Many signs in the district are placed higher than the proposed sign.



The Paris building has a large sign on a different section of the building that is lit and sits higher than the proposed sign. It reaches approximately 30 feet.



The Columbia Bank sign is placed at an estimated 50 feet on its top floor.

O'Dunkens' sign protrudes from the corner of the building above the first floor at approximately 20 feet.



Westerra's sign is placed above the first floor at approximately 22 feet.



Benoit Law's sign is placed above the first floor at 25 feet.

The NW Mutual sign is placed at the same height above the first floor.



The Allstate sign is placed above the second floor at approximately 40 feet.



Standard Printing's sign is placed above the first floor at 22 feet.

Furniture Outlet's sign extends above the facade at approximately 30 feet.



Brady's multiple signs are placed above the first floor at approximately 25 feet and 30 feet.

11:13

LTE



Downtown Twin

31m · 🌐



Awesome new sign at Milner's Gate in Downtown Twin.



👍👍👍 36

5 Comments 1 Share 🍷

👍 Like

💬 Comment

➦ Share



The sign at Milner's Gate was installed just over a week ago. It protrudes from the building's third floor. It is illuminated at is placed at approximately 35 feet. All of the comments on the Facebook post were positive.



The beautiful City Hall is a close neighbor to the district. The third floor sign does not detract from the facade.

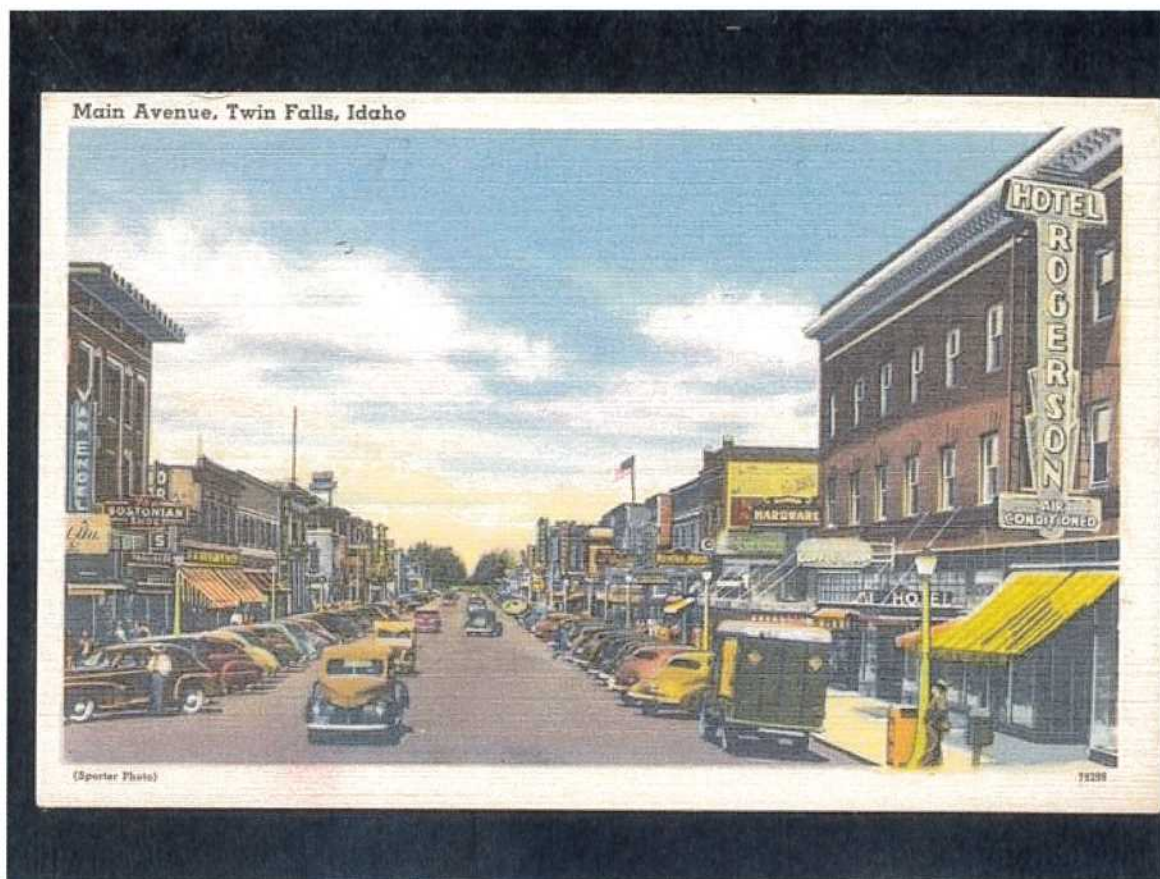




When we moved downtown, we hired local artist, Matthew Brander, to redesign our company logo to fit with the historic nature of the district. You will notice the use of period-appropriate fonts, using the city name, and subtle nods to the Perrine Bridge. We want our sign to compliment the building.



The Commission recently approved Plant Therapy's sign across the street. It is a nice design, but does not match the historic nature of the building.



Elevated signs of all kinds once lined Main Avenue. These included awnings, marquees, and wall signs of all shapes, sizes, and colors. If done properly, returning to this design era only adds to the historic nature of downtown.





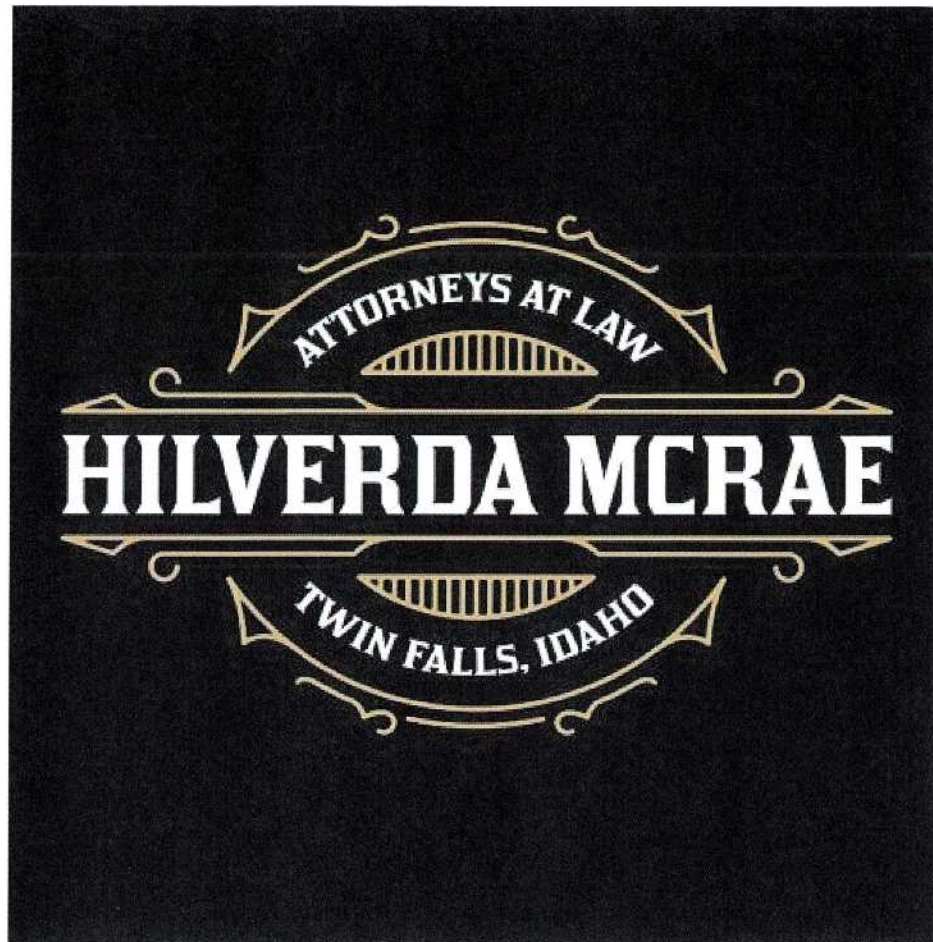
The City has invested millions into reviving downtown. It is now a valued location for businesses of all kinds. We are some of the first that are occupying second floors. Businesses have to be able to appropriately identify their location. If they cannot, it will deter more businesses from investing in the area. Future growth will be stunted and many second-floor locations will remain vacant.

2-7-5: POWERS, DUTIES, AND RESPONSIBILITIES:

The Commission shall be advisory to the Council and shall be authorized to:

- (A) Conduct a survey of local historic properties.
 - (B) Recommend the acquisition of fee and lesser interests in historic properties, including adjacent or associated lands, by purchase, bequests, or donation.
 - (C) Recommend methods and procedures necessary to preserve, restore, maintain and operate historic properties under the ownership or control of the City.
 - (D) Recommend the lease, sale, other transfer or disposition of historic properties subject to rights of public access and other covenants and in a manner that will preserve the property.
 - (E) Contract, with the approval of the Council, with the State or Federal government, or any agency of either, or with any other organization.
 - (F) Cooperate with the Federal, State, and local governments in the pursuance of the objectives of historic preservation.
 - (G) Make recommendations in the planning processes undertaken by the County, the City, the State, or the Federal government and the agencies of these entities.
 - (H) Recommend ordinances and otherwise provide information for the purposes of historic preservation in the City.
 - (I) Promote and conduct an educational and interpretive program on historic preservation and historic properties in the City.
 - (J) Commission members, employees or agents of the Commission may enter private property, buildings, or structures in the performance of their official duties only with the express consent of the owner or occupant thereof.
 - (K) Review nominations of properties to the National Register of Historic Places for properties within the City's jurisdiction. (Ord. 2543, 3-24-1997)
-

The City created the Historic Preservation Commission "to promote the educational, cultural, economic and general welfare of the public of the city through the identification, evaluation, designation, and protection of those buildings, sites, areas, structures, and objects which reflect significant elements of the city's...historic, architectural, archaeological, and cultural heritage." City Code 2-7-1. Section 2-7-5 itemizes all the powers and duties of the commission. The City has not given the commission any decision-making authority. As a result, the commission's denial of our request is outside the scope of its authority.



For the foregoing reasons, we respectfully request that the Council grant our request to place the wall sign as proposed.

BRENT D. REINKE
COMMISSIONER
FIRST DISTRICT

TWIN FALLS COUNTY
BOARD OF COUNTY COMMISSIONERS
630 ADDISON AVE. WEST
P.O. BOX 126
TWIN FALLS, ID 83303-0126
(208) 736-4068
(208) 736-4176 FAX
(800) 377-3529 Idaho Relay (TTY)

JACK JOHNSON
COMMISSIONER
THIRD DISTRICT

DON HALL
COMMISSIONER
SECOND DISTRICT

KRISTINA GLASCOCK
CLERK
(208) 736-4004

January 26, 2020

Mayor Suzanne Hawkins
Twin Falls City Council
City of Twin Falls
203 Main Ave E.
Twin Falls, ID 83301

Re: Letter of Appreciation from Twin Falls County

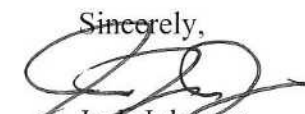
Dear Mayor Hawkins and Council members,

We, the Twin Falls County Commissioners would like to take this opportunity to express our sincere appreciation to the City of Twin Falls for its contribution to the success of the Twin Falls County Jail COVID 19 Isolation Ward. Allowing Twin Falls County Community Development Services to conduct plan review, permitting and some of the inspection was invaluable to completing the project on time. As a result of this joint cooperative effort a Temporary Certificate of Occupancy was issued on December 31, 2020 which enabled Twin Falls County to receive reimbursement of over \$2 million dollars through the federal CARES Act. This grant allowed us to expand the jail facility without encumbering the citizens of Twin Falls and Twin Falls County.

We would like to expressly thank Travis Rothweiler, City Manager, Mitch Humble, Deputy City Manager and Jonathan Spendlove, Planning and Zoning Director for their leadership and commitment to working with Twin Falls County. We also want to express our appreciation of Matthew Long, Building Official; Raub Owens and Jared Fisher, Electrical Inspectors; Steve Harr, Plumbing Inspector; Tim Lauda, Fire Marshall and the entire engineering department for their assistance on this project.

Without the City of Twin Falls' willingness to partner with Twin Falls County, this project would not have been completed on time. We look forward to future collaboration with the City of Twin Falls as we mutually work toward the betterment of our community.

Sincerely,



Jack Johnson
Chairman



Don Hall
Commissioner



Brent Reinke
Commissioner



Date: Monday, February 8, 2021
To: Honorable Mayor and City Council
From: Ian Zollinger, City Planner, Planner

ACTION ITEM

Request:

Request to approve the Final Plat for Pheasant Meadows Subdivision Phase 3.

Time Estimate:

5-10 Minutes for any questions.

Background:

This is a request for approval of the Final Plat for Pheasant Meadows Subdivision. NO.3 located at the 1500 block of Kenyon Road.

This request will allow the applicant to subdivide one of the remaining portions of the Pheasant Meadows subdivision into forty-nine (49) lots.

Approval Process:

As per Twin Falls City Code 10-12-2-4 (F) Council Action: The council, at its next meeting following receipt of the administrator's report, shall consider the commission's findings and comments from concerned persons and agencies to arrive at a decision on the final plat. The council shall approve, approve conditionally, disapprove or table the final plat for additional information. A copy of the approved plat shall be filed with the administrator.

Budget Impact:

N/A

Regulatory Impact:

After the approval or conditional approval of the preliminary plat, the subdivider may cause the total parcel, or any part thereof, to be surveyed, and a final plat prepared in accordance with the approved preliminary plat. This is the third (3rd) final plat surveyed and prepared for the Pheasant Meadows Subdivision.

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

History:

The Preliminary Plat for this project was approved January 13, 2004.

Analysis:

N/A

Conclusion:

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

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

Attachments:

1. Final Plat 1-29-21
2. PZ21-0002 - Pheasant Meadows SUB NO.3 Final Plat - Staff Report - Draft
3. Vicinity Map

PHEASANT MEADOWS SUBDIVISION NO. 3

Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	11°28'40"	225.00'	45.07'	45.00'	22.61'	S6°15'21"W
C2	11°28'48"	225.00'	45.08'	45.01'	22.62'	S17°44'04"W
C3	22°57'27"	200.00'	80.14'	79.60'	40.61'	N11°59'45"E
C4	19°03'33"	175.00'	58.21'	57.95'	29.38'	N13°56'42"E
C5	67°02'33"	20.00'	23.40'	22.09'	13.25'	N56°59'45"E
C6	24°37'12"	20.00'	8.59'	8.53'	4.36'	S77°10'23"E
C7	19°48'46"	90.00'	31.12'	30.97'	15.72'	N74°46'10"W
C8	32°54'48"	90.00'	51.70'	50.99'	26.59'	S78°52'04"W
C9	32°51'21"	90.00'	51.61'	50.91'	26.54'	S45°58'59"W
C10	30°56'25"	90.00'	48.60'	48.01'	24.91'	S14°05'07"W
C11	23°16'29"	90.00'	36.56'	36.31'	18.54'	S13°01'20"E
C12	24°37'12"	20.00'	8.59'	8.53'	4.36'	N12°20'59"W
C13	90°33'24"	55.00'	86.93'	78.16'	55.54'	S45°14'19"W
C14	90°33'24"	30.00'	47.42'	42.63'	30.29'	S45°14'19"W
C15	89°26'36"	30.00'	46.83'	42.22'	29.71'	S44°45'41"E
C16	89°26'36"	55.00'	85.86'	77.40'	54.47'	S44°45'41"E
C17	24°37'12"	20.00'	8.59'	8.53'	4.36'	N12°16'13"E
C18	20°28'45"	90.00'	32.17'	32.00'	16.26'	S14°20'26"W
C19	33°44'46"	90.00'	53.01'	52.25'	27.30'	S12°46'19"E
C20	31°50'05"	90.00'	50.01'	49.37'	25.67'	S45°33'45"E
C21	31°49'52"	90.00'	50.00'	49.36'	25.86'	S77°23'44"E
C22	20°47'31"	90.00'	32.66'	32.48'	16.51'	N76°17'35"E
C23	24°37'12"	20.00'	8.59'	8.53'	4.36'	S78°12'25"W
C24	85°58'20"	20.00'	30.01'	27.27'	18.64'	N45°29'49"W
C25	0°35'06"	235.00'	2.40'	2.40'	1.20'	S3°13'06"E
C26	26°24'01"	235.00'	108.28'	107.33'	55.12'	S10°16'28"W
C27	26°59'07"	260.00'	122.46'	121.33'	62.39'	S9°58'55"W
C28	86°23'14"	20.00'	30.15'	27.38'	18.78'	N47°19'24"E
C29	18°37'09"	285.00'	92.62'	92.21'	46.72'	N13°26'22"E
C30	0°43'31"	285.00'	3.61'	3.61'	1.80'	N23°06'43"E
C31	112°57'27"	20.00'	39.43'	33.35'	30.19'	N33°00'15"W

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



Health Certificate

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

DISTRICT HEALTH DEPARTMENT, EHS

DATE: _____

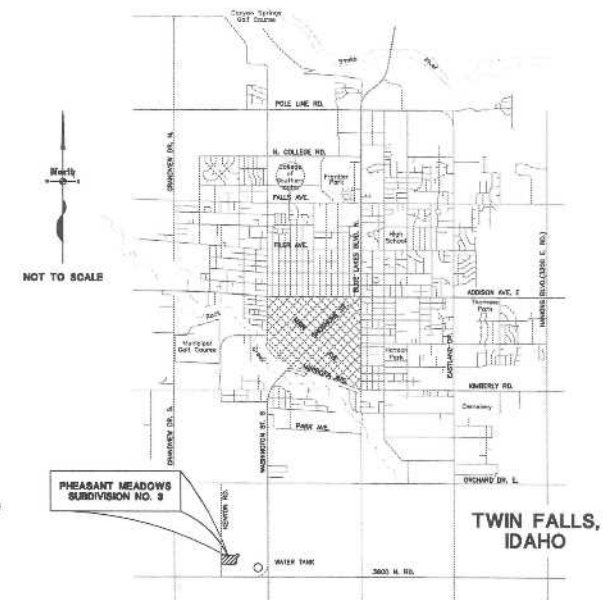
 EHM Engineers, Inc.

Line Table

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

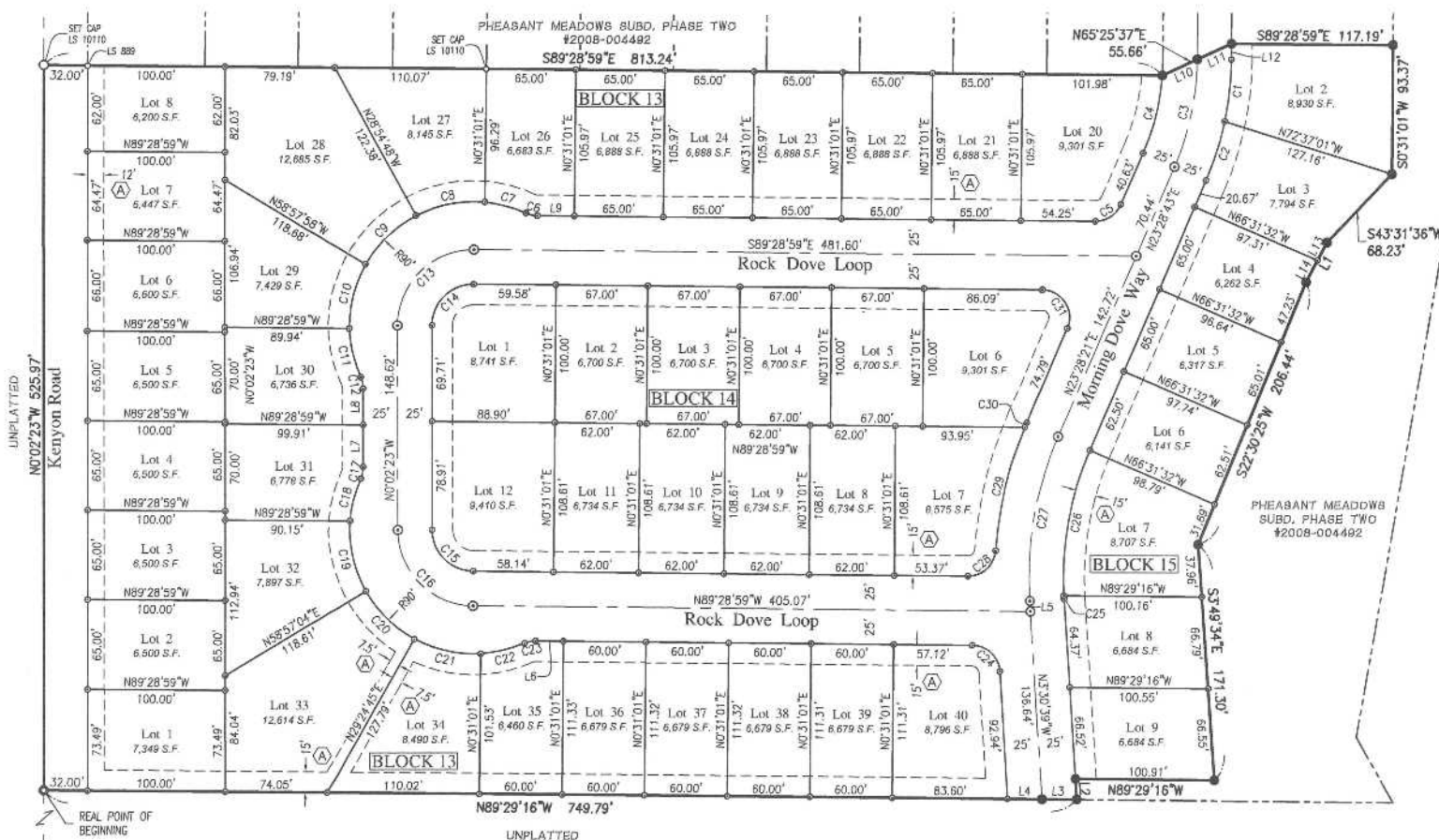
Line Table

LINE #	BEARING	DISTANCE
L8	N0°02'23"W	26.39'
L9	S89°28'59"E	26.72'
L10	N85°25'37"E	28.06'
L11	N65°25'41"E	27.60'
L12	S0°31'01"W	11.70'
L13	N28°12'51"E	14.90'
L14	N28°12'51"E	17.83'



VICINITY MAP





0 30 60 120
SCALE IN FEET

Legend

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

Easement Key

- (A) DRAINAGE & UTILITY EASEMENT

Survey References

#2019-008718
#2018-017093
#2017-016447
#2016-011800
#2015-018175
#2008-004492 PHEASANT MEADOWS SUBDIVISION, PHASE TWO
#2005-006690 MAGIC VALLEY RANCH PH 7 & 8
#2004-014779 MAGIC VALLEY RANCH PH 6
#2004-004908 MAGIC VALLEY RANCH PH 5
#1997-020160
#1996-018201 MAGIC VALLEY RANCH
#1996-015995
#1996-015991
#1995-016591
#1994-019759 RAINS SUBDIVISION NO. 1
#1994-011623
#1992-011450
#0000-983121
#0000-792382
#0000-746412
#0000-717086 WASHINGTON PARK TOWNHOUSE

Deed References

#2007-001894

Surveyor's Narrative

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE A PORTION OF LAND DESCRIBED IN THAT CERTAIN DEED RECORDED AS INSTRUMENT NO. 2007-001894, SAID PARCEL LAND ALSO BEING A PORTION OF THAT CERTAIN RECORD OF SURVEY RECORDED AS INSTRUMENT NO. 1995-016591.

THE NORTHERN AND EASTERN BOUNDARIES WAS RE-ESTABLISHED USING THE "PHEASANT MEADOWS SUBDIVISION, PHASE TWO."

THE SOUTHERN BOUNDARY WAS RE-ESTABLISHED USING THE NORTHERN BOUNDARY OF THE RECORD OF SURVEY RECORDED AS INSTRUMENT NO. 0000-746412.

THE WESTERN BOUNDARY IS THE WESTERN BOUNDARY OF THE SW4 OF SECTION 29.

FOUND ALUMINUM CAP
C.P. #2019-012401

FOUND BRASS
CAP IN WELL
C.P. #2010-006781

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

Monument Certification

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



EHM Engineers, Inc.



BY: RICHARD L. JORDAN, MEMBER

ACKNOWLEDGMENT

COMMISSION EXPIRES



CERTIFICATE OF SURVEYOR

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



APPROVAL OF CITY COUNCIL

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

MAYOR _____

CITY CLERK _____

APPROVAL OF CITY ENGINEER

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

CITY ENGINEER _____

ATTEST _____

COUNTY SURVEYOR'S CERTIFICATE

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

GEORGE A. YERION
PROFESSIONAL LAND SURVEYOR

PLS# _____

DATE _____

ACKNOWLEDGMENT

STATE OF _____ } ss
COUNTY OF _____ }

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

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

NOTARY PUBLIC _____

RESIDING AT _____

COMMISSION EXPIRES _____

COUNTY TREASURER'S CERTIFICATE

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

COUNTY TREASURER _____

DATE _____

COUNTY RECORDER'S CERTIFICATE

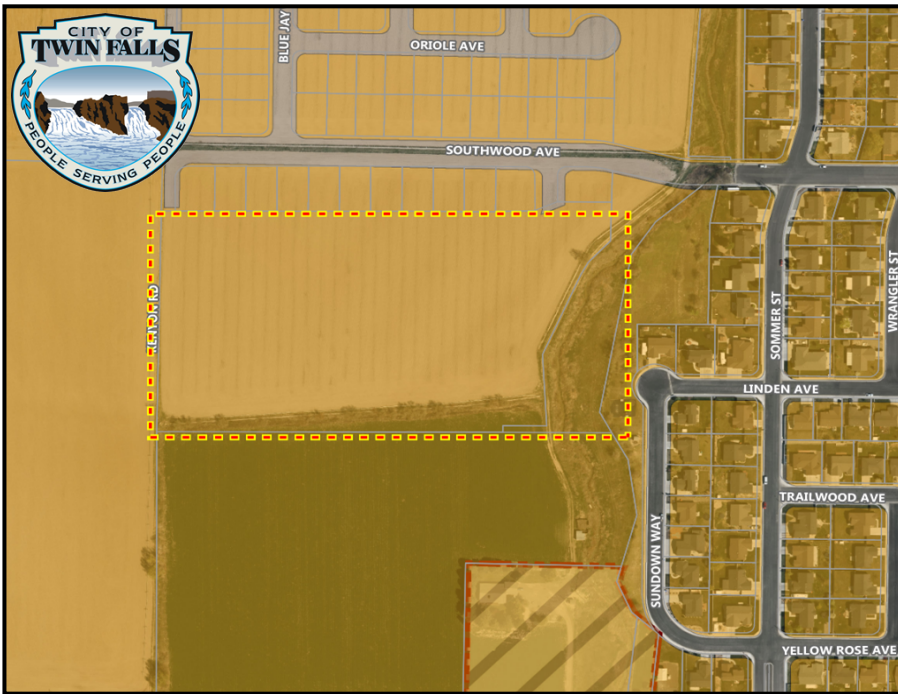
INSTRUMENT NO. _____

STATE OF IDAHO } ss
COUNTY OF TWIN FALLS }

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

DEPUTY _____

EX-OFFICIO RECORDER _____



Comprehensive Staff Report

To: Honorable Mayor and City Council

Presenter: Ian Zollinger, City Planner

Request: for approval of the Final Plat for Pheasant Meadows SUB. NO.3 to be subdivided into forty-nine (49) lots located at 1500 Block of Kenyon Road.

Application: PZ21-0002

Applicant:

Richard Jordan

Representative:

EHM Engineers, Inc.

621 N. College Rd., Ste 100

Twin Falls, ID 83301

Public Meeting: February 8, 2021

Background

This is a request for approval of the Final Plat for Pheasant Meadows Subdivision. NO.3 located at the 1500 block of Kenyon Road.

This request will allow the applicant to subdivide one of the remaining portions of the Pheasant Meadows subdivision into forty-nine (49) lots.

History

This property is located within the R-4 zoning district. It is a parcel located south of Southwood Avenue at the 1500 block of Kenyon Road.

On January 13, 2004, the Planning and Zoning Commission approved the preliminary plat for the Pheasant Meadows Subdivision. The preliminary plat consisted of eighty-three (83) acres split into 352 lots.

Approval Process

As per Twin Falls City Code 10-12-2-4 (F)

Council Action: The council, at its next meeting following receipt of the

administrator's report, shall consider the commission's findings and comments from concerned persons and agencies to arrive at a decision on the final plat. The council shall approve, approve conditionally, disapprove or table the final plat for additional information. A copy of the approved plat shall be filed with the administrator.

Analysis

After the approval or conditional approval of the preliminary plat, the subdivider may cause the total parcel, or any part thereof, to be surveyed, and a final plat prepared in accordance with the approved preliminary plat. This is the third (3rd) final plat surveyed and prepared for the Pheasant Meadows Subdivision.

This final plat complies with the standards as set forth in the City's General Subdivision Provision of Title 10, Chapter 12, Section 4, all regulations regarding R-4 zoning development standards, and the 2016 comprehensive plan. All general criteria

for approval have been met, per State Statute 50-13.

Comprehensive Plan Compliance

The 2016 Comprehensive Plan "Grow With Us" designates this area as Rural Residential, which may contain large-lot residential, therefore staff has determined this request complies with the 2016 comprehensive plan.

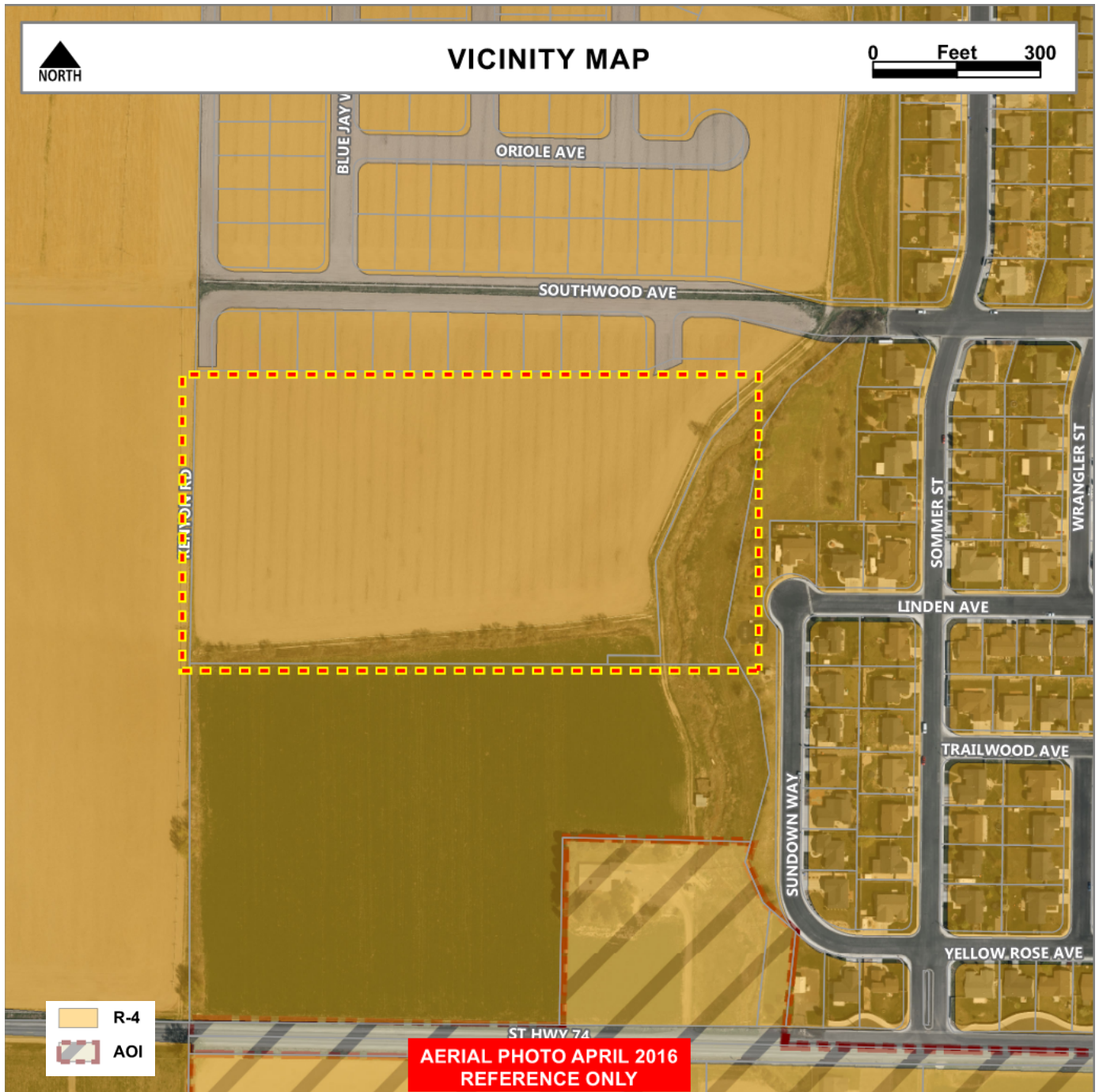
Conclusion

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

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

Attachments

1. Vicinity Map
2. Final Plat



Current Zoning: R-4

Existing Land Use: Vacant Undeveloped

Comprehensive Plan: Town Neighborhood

Proposed Land Use: Residential

Surrounding Zoning Designations & Land Use(s)

North: Residential, Pheasant Meadows No. 2

East: Residential

South: Agricultural/ Undeveloped

West: Agricultural/ Undeveloped

Applicable Regulations

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



Date: Monday, February 8, 2021
To: Honorable Mayor and City Council
From: Mark Holtzen, City Engineer

ACTION ITEM

Request:

Request to approve a Trust Agreement for Fieldwood Subdivision No. 2, placing all lots in trust.

Time Estimate:

N/A

Background:

Fieldwood Subdivision No. 2, is located at the southeast corner of Field Stream Way and Cheney Drive West. The developer is requesting to place the aforementioned lots in trust in lieu of constructing the improvements or providing a financial guarantee.

Approval Process:

N/A

Budget Impact:

None

Regulatory Impact:

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

History:

N/A

Analysis:

N/A

Conclusion:

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

Attachments:

1. Fieldwood No 2 - Trust Agreement
2. Fieldwood Subdivision No 2-Final Plat
3. Fieldwood No 2 - Aerial Image

TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this _____ day of _____, 2021, by and between **WILLS, INC., an Idaho corporation**, (hereinafter "Trustor"); **TITLEFACT, INC. an Idaho corporation**, (hereinafter "Trustee"); and the **CITY OF TWIN FALLS, IDAHO** (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

WITNESSETH:

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

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

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

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

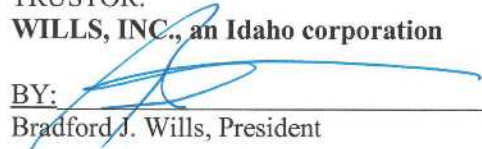
Lots 1, 2, 3, 4 and 5, Block 1, **FIELDWOOD SUBDIVISION NO. 2**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.

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

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

Date: 1-26-2021

TRUSTOR:
WILLS, INC., an Idaho corporation

BY: 
Bradford J. Wills, President

Date: 1-27-2021

TRUSTEE:
TITLEFACT, INC.

BY: 
Rudy Ashenbrener, Vice President
LILA ORTON, Vice President

Date: _____

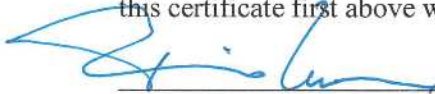
BENEFICIARY:
CITY OF TWIN FALLS, IDAHO

BY: _____

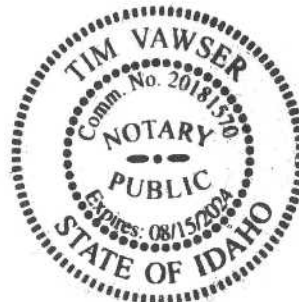
STATE OF IDAHO
County of Twin Falls

On this 26th day of January, 2021, before me, the undersigned, Notary Public in and for said State, personally appeared **Bradford J. Wills**, known to me to be the President of the corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Notary Public for Idaho
Residing at: Kimberly
My Commission expires: 8-15-2024



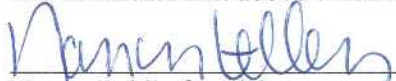
STATE OF IDAHO
County of Twin Falls

On this 27th day of January, 2021, before me, the undersigned, Notary Public in and for said State, personally appeared **RUDY ASHENBRENER**, known or identified to me to be the Vice President of the said corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

* LILA ORTON

Assistant

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: Murtanugh
My Commission expires: 12/5/2023



STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2021, before me, the undersigned, Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ for the City of Twin Falls, Idaho, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same on behalf of the City of Twin Falls, Idaho.

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

Notary Public for Idaho
Residing at:
My Commission expires:

"EXHIBIT A"

PHASE CONTROL DEVELOPMENT NOTICE

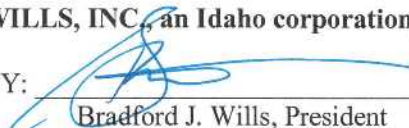
THIS NOTICE prohibits the conveyance of any undeveloped lot in **FIELDWOOD SUBDIVISION NO. 2**, until such time as an Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

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

The real property subject to this notice is **FIELDWOOD SUBDIVISION NO. 2** as platted in the records of Twin Falls County, Idaho.

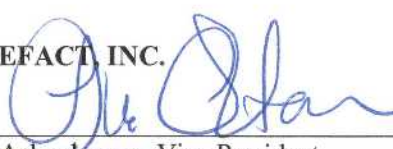
Dated this 27th day of January, 2021.

WILLS, INC., an Idaho corporation, Developer

BY: 

Bradford J. Wills, President

TITLEFACT, INC.

BY: 

Rudy Ashenbrenner, Vice President

LILA ORTON

TitleFact, Inc.
P.O. Box 486
Twin Falls, Idaho 83303

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

CORPORATION WARRANTY DEED

FOR VALUE RECEIVED **WILLS, INC., an Idaho corporation**, a corporation duly organized and existing under the laws of the state of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto **TITLEFACT, INC., an Idaho corporation, as Trustee for the benefit of WILLS, INC., an Idaho corporation**, Grantee, whose address is: P.O. Box 346, Twin Falls, Idaho 83303-0346, the following described real estate, situated in Twin Falls County, Idaho, to-wit:

Lots 1, 2, 3, 4 and 5, Block 1, **FIELDWOOD SUBDIVISION NO. 2**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and the Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its Secretary.

Dated: January 26, 2021

WILLS, INC., an Idaho corporation

BY: _____
Bradford J. Wills, President

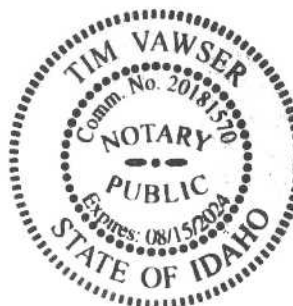
* * * * *

STATE OF IDAHO
County of Twin Falls

On this 26th day of January, 2021, before me, the undersigned, Notary Public in and for said State, personally appeared **Bradford J. Wills**, known to me to be the President of the corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at: KIMBERLY
My Commission expires: 8-15-2024

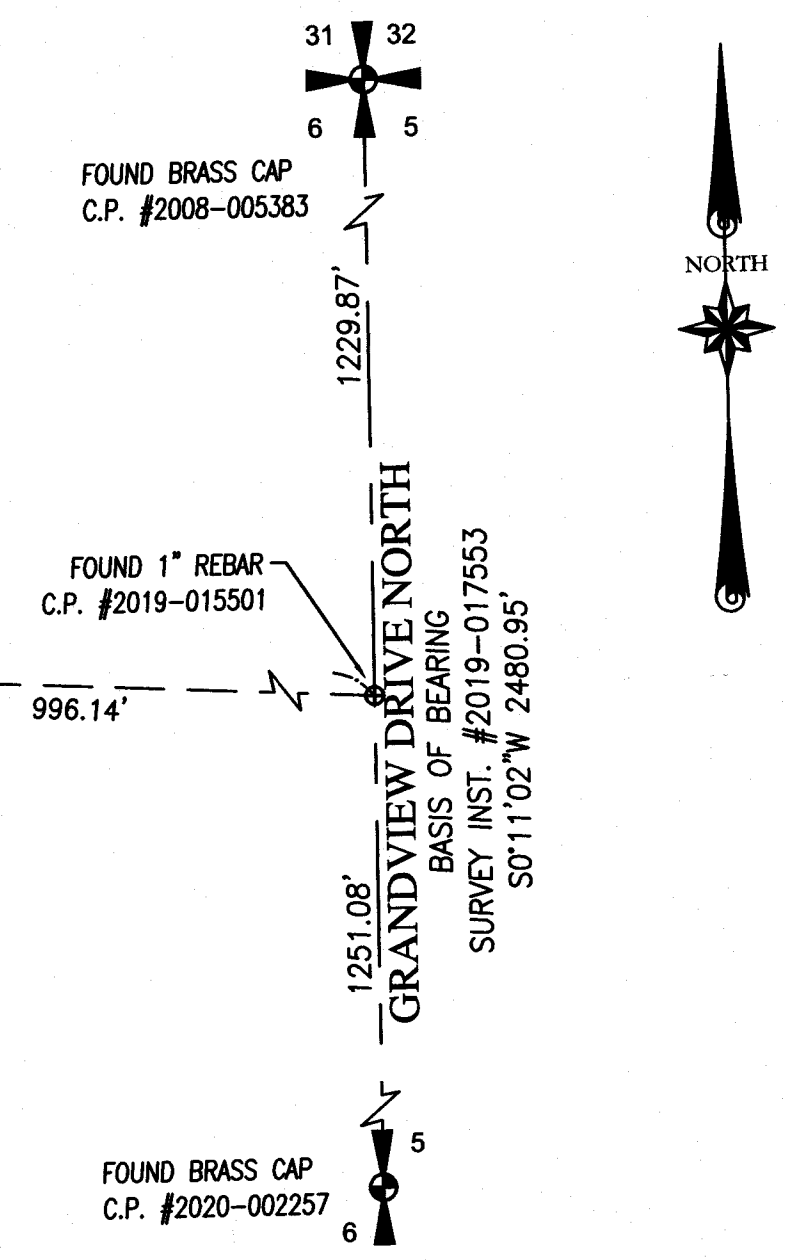
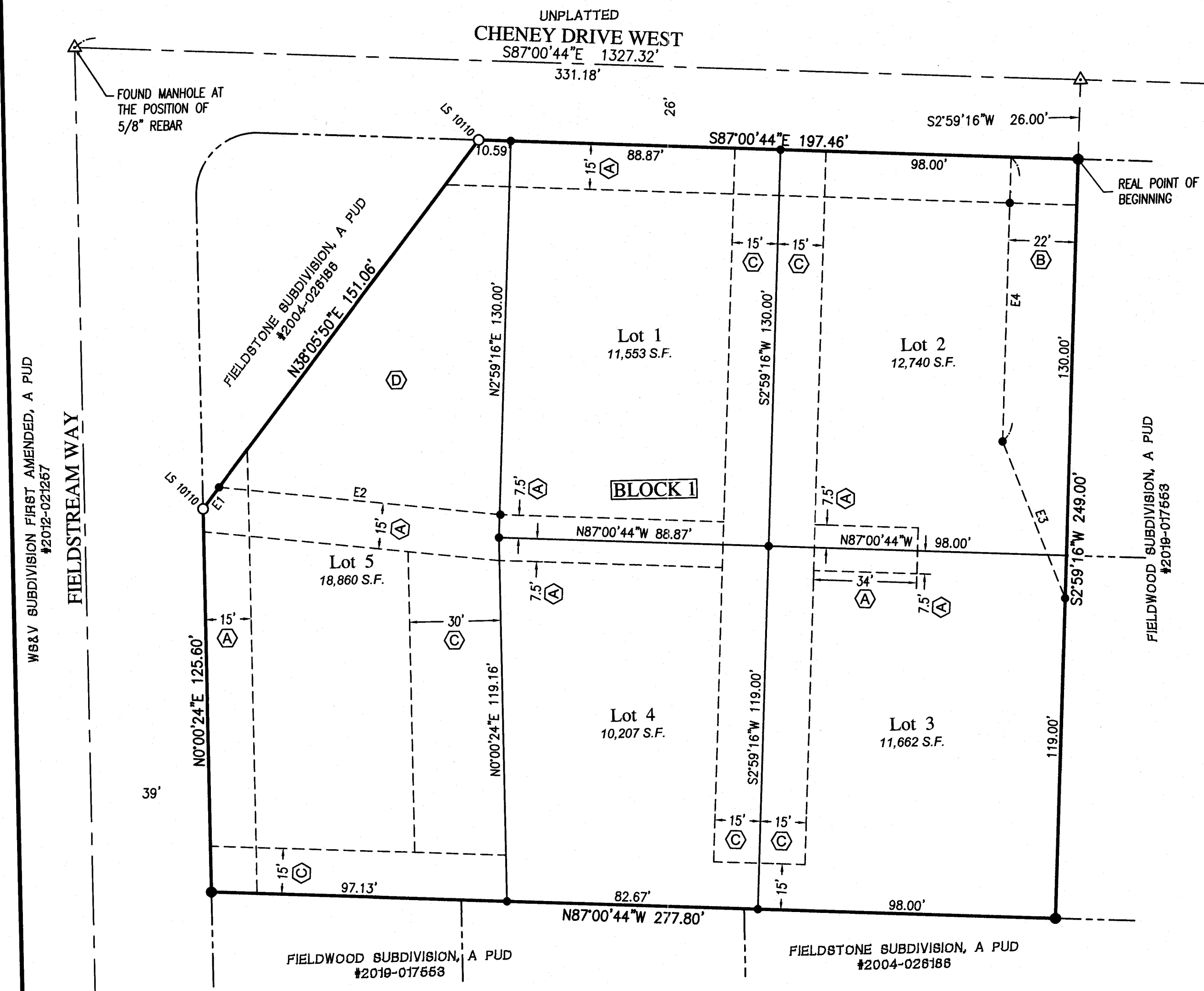


Easement Key

- (A) UTILITY EASEMENT
- (B) UTILITY & IRRIGATION EASEMENT
- (C) UTILITY & ACCESS EASEMENT
- (D) STORM WATER RETENTION EASEMENT

Easement Line Table

LINE E#	BEARING	DISTANCE
E1	N38°05'50"E	8.78'
E2	S83°14'19"E	92.86'
E3	N20°27'04"W	55.31'
E4	N2°59'16"E	93.26'



FIELDWOOD SUBDIVISION NO. 2
A Re-Subdivision and Re-Numbering of
Lot 5, Block 1
Fieldwood Subdivision, a PUD
Located In
SE 4 NE 4, Section 6
Township 10 South, Range 17 East
Boise Meridian
Twin Falls County, Idaho
2021

Legend

- SUBDIVISION BOUNDARY LINE
- SECTION LINE
- EASEMENT LINE
- ADJACENT PROPERTY LINE
- CENTERLINE OF STREET
- LOT LINE
- TIE LINE
- CALCULATED POINT (NOT SET)
- FOUND BRASS CAP
- FOUND 5/8" REBAR (AS NOTED)
- FOUND 1/2" REBAR (AS NOTED)
- MONUMENT (AS NOTED)
- SET 5/8" x 24" REBAR & CAP - LS 10110
- SET 1/2" x 24" REBAR & CAP - LS 10110

Survey References

FIELDWOOD SUBDIVISION, A PUD #2019-017553
LATITUDE 42 SUBDIVISION NO. 2 #2018-005796
LATITUDE 42 SUBDIVISION NO. 1 #2016-006743
FIELDSTONE PROFESSIONAL SUBDIVISION #2015-007506
WS&V SUBDIVISION FIRST AMENDED #2012-021257
XAVIER SUBDIVISION #2009-018867
WS&V SUBDIVISION #2009-005331
#2008-021420
#2006-032387
#2006-022794
#2005-004772
#2004-027816
FIELDSTONE SUBDIVISION #2004-026186
#2003-029880
#2003-024609
#1996-019568
#856044

Deed References

#2017-004104
#2016-021279

Health Certificate

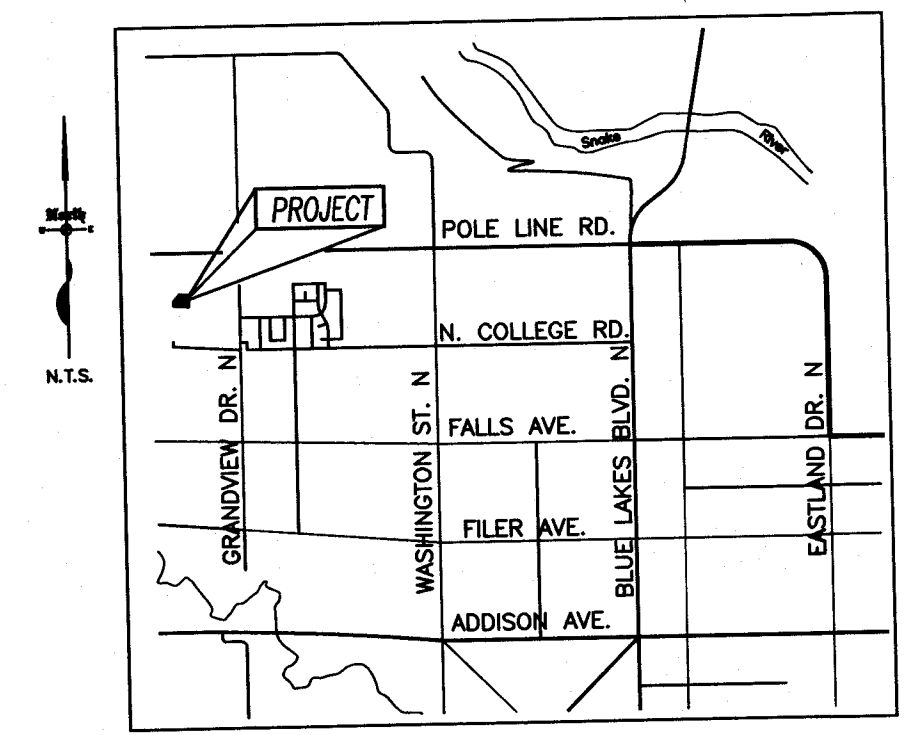
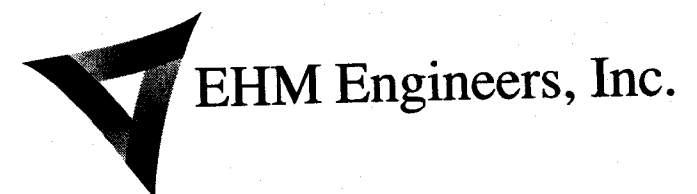
"SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED BASED ON THE STATE OF IDAHO, DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS.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

DISTRICT HEALTH DEPARTMENT, EHS

DATE:

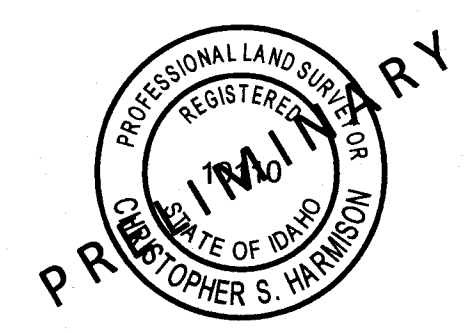
Surveyor's Narrative

THE PURPOSE OF THIS SURVEY IS TO LOCATE AND MONUMENT LOT 5, BLOCK 1, FIELDWOOD SUBDIVISION FOR FINAL PLAT. MONUMENTS THAT WERE FOUND AT THE BOUNDARY CORNERS, SECTION AND QUARTER CORNERS ARE OF RECORD PER PREVIOUS RECORD OF SURVEYS AND/OR CORNER PERPETUATION AND FILING RECORDS REFERENCED HEREON.



Vicinity Map

n.t.s



CERTIFICATE OF OWNERS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OR REPRESENTATIVE OF THE OWNERS IN FEE SIMPLE OF THE FOLLOWING DESCRIBED PROPERTY, BEING ALL OF LOT 5, BLOCK 1 AS SHOWN ON THAT CERTAIN MAP ENTITLED "FIELDWOOD SUBDIVISION, A PUD", RECORDED OCTOBER 16, 2019 AS INSTRUMENT NO. 2019-017553 IN THE OFFICE OF THE COUNTY RECORDER OF TWIN FALL COUNTY, LOCATED IN A PORTION OF SE4 NE4, SECTION 6, TOWNSHIP 10 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO; SAID PROPERTY BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6, SAID CORNER LIES, NORTH 00°11'02" EAST 2480.95 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 6;
THENCE, ALONG THE EAST BOUNDARY OF SAID SE4 NE4, SOUTH 00°11'02" WEST 1229.87 FEET;
THENCE, LEAVING SAID EAST BOUNDARY, NORTH 87°00'44" WEST 996.14 FEET;
THENCE, SOUTH 02°59'16" WEST 26.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 5 AND BEING THE REAL POINT OF BEGINNING;
THENCE, ALONG THE EAST BOUNDARY OF SAID LOT 5, SOUTH 02°59'16" WEST 249.00 FEET TO THE SOUTHEAST CORNER THEREOF;
THENCE, ALONG THE SOUTH BOUNDARY OF SAID LOT 5, NORTH 87°00'44" WEST 277.80 FEET TO THE SOUTHWEST CORNER THEREOF;
THENCE, ALONG THE WEST BOUNDARY OF SAID LOT 5, NORTH 00°00'24" EAST 125.60 FEET;
THENCE, ALONG THE NORTHWESTERN BOUNDARY OF SAID LOT 5, NORTH 38°05'50" EAST 151.06 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID LOT 5;
THENCE, ALONG SAID NORTH BOUNDARY, SOUTH 87°00'44" EAST 197.46 FEET TO SAID REAL POINT OF BEGINNING.

THE GROSS AREA CONTAINED IN THIS PLATTED LAND AS DESCRIBED IS 65,022 SQUARE FEET.

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

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

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

WILLS, INC., AN IDAHO CORPORATION

BY: BRADFORD J. WILLS, PRESIDENT

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss

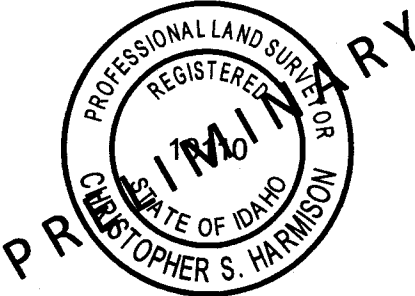
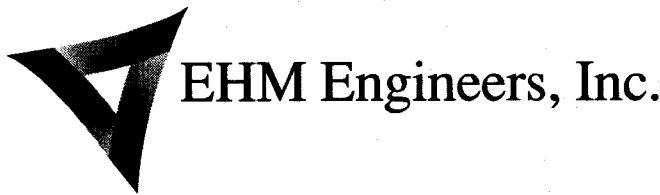
ON THIS _____ DAY OF _____, 2021, AT _____ M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED BRADFORD J. WILLS, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF THE CORPORATION THAT EXECUTED THIS CERTIFICATE OR THE PERSON WHO EXECUTED THE CERTIFICATE ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

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

NOTARY PUBLIC

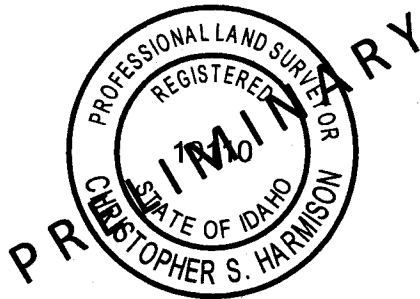
RESIDING AT

COMMISSION EXPIRES



CERTIFICATE OF SURVEYOR

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



APPROVAL OF CITY COUNCIL

THIS PLAT WAS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF TWIN FALLS, IDAHO AT THEIR MEETING ON THIS DAY OF , 2021.

MAYOR CITY CLERK

APPROVAL OF CITY ENGINEER

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

CITY ENGINEER ATTEST

COUNTY SURVEYOR'S CERTIFICATE

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

GEORGE A. YERION PLS# DATE
PROFESSIONAL LAND SURVEYOR

ACKNOWLEDGMENT

STATE OF)
COUNTY OF) ss

ON THIS DAY OF , 2021, AT M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GEORGE A. YERION, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

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

NOTARY PUBLIC

RESIDING AT

COMMISSION EXPIRES

COUNTY TREASURER'S CERTIFICATE

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

COUNTY TREASURER DATE

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO.

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss

ON THIS DAY OF , 2021, AT M., THE FOREGOING PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF TWIN FALLS COUNTY, IDAHO AND DULY RECORDED IN PLAT BOOK , ON PAGE .

DEPUTY EX-OFFICIO RECORDER



1134

1631

1605

1465

CHENLEY DR W

1085

1065

1039

1025

1005

985

1055

1045

1015

995

961

1432

1450

1074

1060

1046

1032

1018

1006

1396

1425

1412

COBBLE CREEK RD

SILVER CREEK WAY

1404

1073

1059

1031

1017

1381

1388

1093

RETREAT AVE

1063

1053



Date: Monday, February 8, 2021
To: Honorable Mayor and City Council
From: Mark Holtzen, City Engineer

ACTION ITEM

Request:

Request to change the street name of El Suento Street to El Sueño Street, as platted in El Milagro Subdivision.

Time Estimate:

N/A

Background:

El Suento Street was platted as public right-of-way in El Milagro Subdivision. The developer of El Milagro Subdivision has requested this street name change because the original platted street name was spelled incorrectly. This street is a private street. The developer is responsible for the private street signs and as such there will be no cost associated with this change.

Approval Process:

City Code Section 8-1-3 states: The names of streets and avenues as given and shown on the map of the City adopted by the City Council on February 25, 1957, and on file in the office of the City Clerk, or as may hereafter be renamed by said Council, are hereby declared to be the names of the same. Names of all streets and avenues hereafter dedicated shall be approved by the City Council. (1958 Code, ch. IV, art. 1).

Budget Impact:

The Council's approval of this request will not impact the City budget.

Regulatory Impact:

None

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council approve the request to rename El Suento Street to El Sueño Street.

Attachments:

1. El Milagro Subdivision No 1 Sheet 1 of 2

REFERENCES

VACATION OF PLAT - INSTRUMENT NO. 223669
 ROS BY ROGER A. KRUGER - INSTRUMENT NO. 2003-011508
 ROS BY FREDDIE L. GARCIA - INSTRUMENT NO. 2018-017093
 ROS BY DODD M. GREER - INSTRUMENT NO. 2015-019031
 SURVEYOR'S AFFIDAVIT BY DODD M. GREER - INSTRUMENT NO. 2020-008920
 CP&F - INSTRUMENT NO. 2014-016982
 CP&F - INSTRUMENT NO. 2011-000350
 ROBERTS-DALY SUB-DIVISION - INSTRUMENT NO. 0000-02353
 VILLA VISTA SUBDIVISION NO. 1 - INSTRUMENT NO. 0000-679848
 MAGIC VALLEY MOBILE HOME SUBDIVISION - INSTRUMENT NO. 0000-824672

MONUMENT CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS BEING RECORDED UNDER THE PROVISIONS OF IDAHO CODE 50-1331 THROUGH 50-1333 AND THAT ALL INTERIOR MONUMENTS WILL BE SET UPON COMPLETION OF CONSTRUCTION OR AS DIRECTED BY THE GOVERNING BODY.

LEGEND

- SET WITH 5/8" REBAR WITH PLASTIC CAP HWE 5617
- ◇ 5/8" REBAR WITH PLASTIC CAP HWE 5617 TO BE SET UPON CONSTRUCTION COMPLETION OR AS DIRECTED BY GOVERNING BODY
- SUBDIVISION BOUNDARY LINE
- TRACT LINE
- ROADWAY CENTERLINE
- EXISTING RIGHT OF WAY
- EXISTING EASEMENT
- SECTION LINE
- (N89°20'57" W) BEARING OF RECORD
- FOUND 5/8" IRON PIN

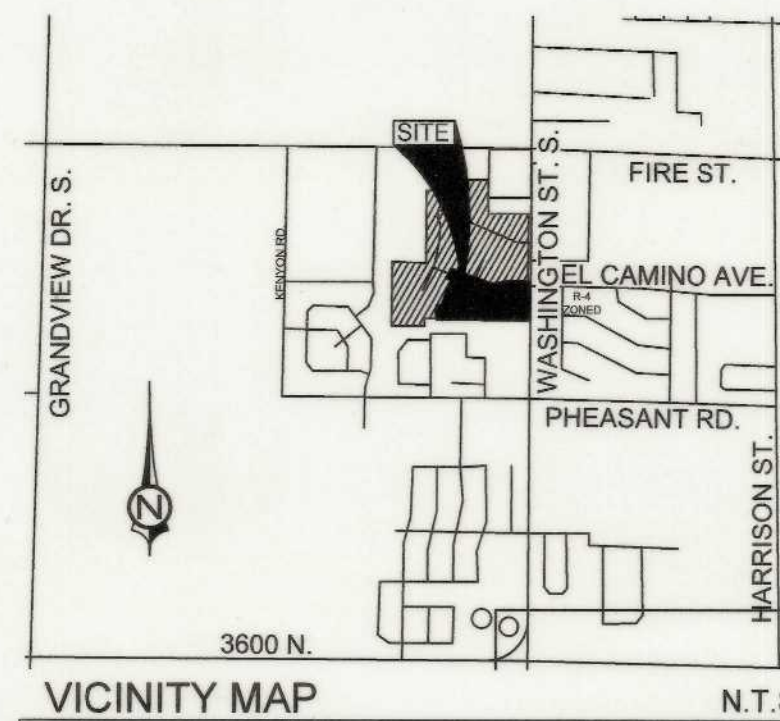
SURVEYOR'S NARRATIVE

THIS SURVEY PLAT OF EL MILAGRO SUBDIVISION NO. 1 WAS PERFORMED AT THE REQUEST OF THE COMMUNITY COUNCIL OF IDAHO, AND THE PURPOSE OF SAID SURVEY WAS TO SUBDIVIDE A PORTION OF THE COMMUNITY COUNCIL OF IDAHO'S PROPERTY LOCATED IN THE SOUTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 29, TOWNSHIP 10 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO. THE BASIS OF BEARING BETWEEN THE EAST ONE QUARTER CORNER AND THE NORTHEAST CORNER OF SAID SECTION 29 WAS TAKEN FROM THE RECORD OF SURVEY, RECORDED AS INSTRUMENT NO. 2015-019031, RECORDS OF TWIN FALLS COUNTY, IDAHO. THE SOUTH BOUNDARY WAS DETERMINED FROM FOUND MONUMENTS SHOWN ON RECORD OF SURVEY, RECORDED AS INSTRUMENT NO. 2015-019031, RECORDS OF TWIN FALLS COUNTY, IDAHO. THE EAST BOUNDARY WAS SET AT FOURTY-SIX FEET (46.00') WEST OF THE EAST BOUNDARY OF SAID SECTION 29, AS REQUIRED BY THE CITY OF TWIN FALLS. THE WEST AND NORTH BOUNDARIES WERE SET AT THE DIRECTION OF THE COMMUNITY COUNCIL OF IDAHO

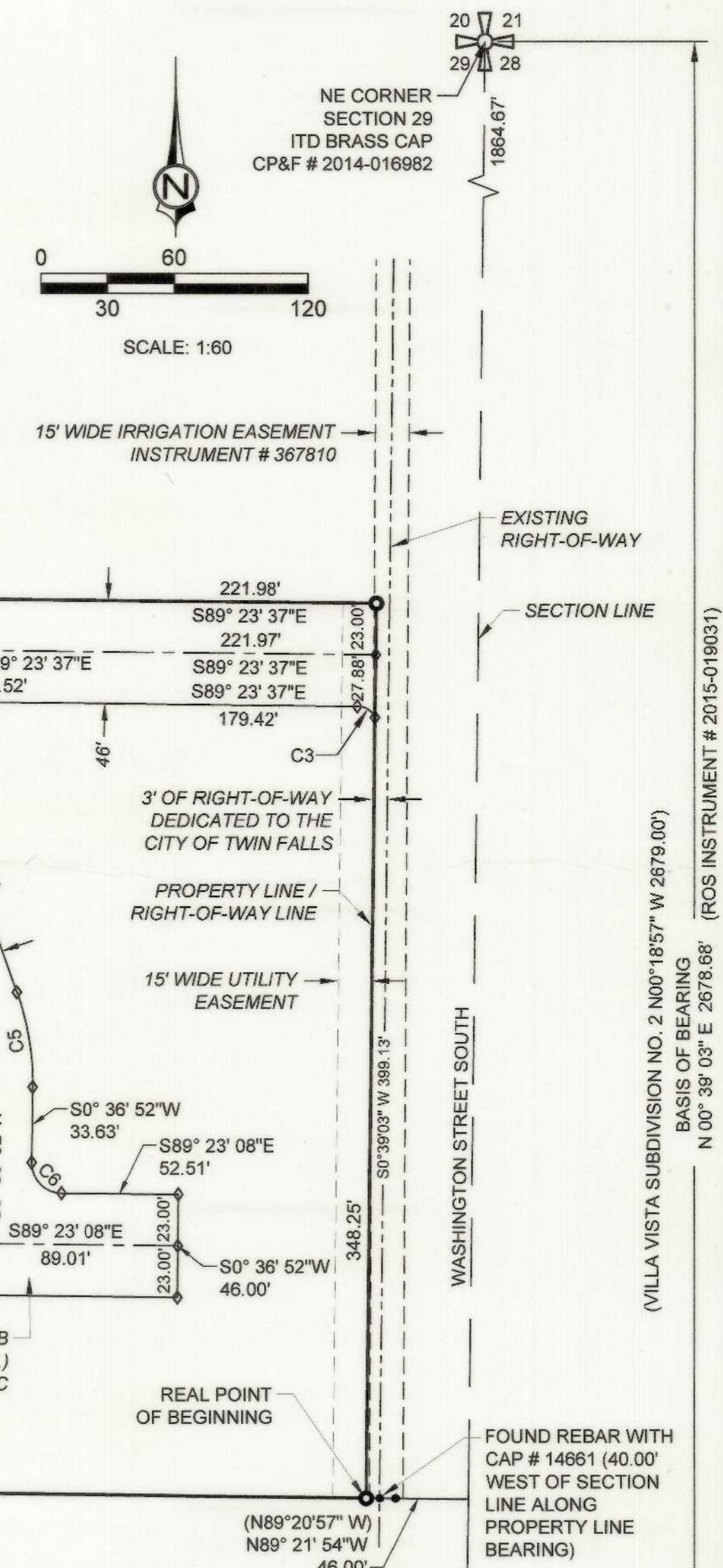
EASEMENT LEGEND

ALL OF PHASE I IS COVERED BY BLANKET EASEMENTS TO IDAHO POWER UNDER INSTRUMENT NUMBERS 367810, 449247, AND 614129, FOR POWER DELIVERY TO THE SITE. (EASEMENTS NOT SHOWN ON DRAWING)

IDAHO POWER HAS A POWER DISTRIBUTION EASEMENT RECORDED AS INST. # 1993011236 AND INST. # 194120503 WHICH WILL BE VACATED WITHIN THE BOUNDARIES OF EL MILAGRO PHASE I SUBDIVISION BY RECORDED INSTRUMENT AFTER THE FINAL PLAT IS APPROVED AND UTILITY INSTALLED. (SHOWN ON DRAWING FOR REFERENCE)



EL MILAGRO SUBDIVISION NO. 1 LOCATED IN A PORTION OF THE SE 1/4 NE 1/4, SECTION 29, TOWNSHIP 10 SOUTH, RANGE 17 EAST BOISE MERIDIAN CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO 2020



CERTIFICATE OF HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

REHS, SOUTH CENTRAL HEALTH DISTRICT
 DATE 4/3/2020



NOTES:

TRACTS A, B, C, D, AND E, ARE NON BUILDING LOTS RESERVED FOR ROADWAY, DRAINAGE, ACCESS, UTILITIES, AND LANDSCAPING. MAINTENANCE OF THE ROADWAY, SIDEWALK, CURB & GUTTER, STORMWATER, AND LANDSCAPING WITHIN THE TRACTS SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS. THE CITY OF TWIN FALLS, IDAHO SHALL OWN, OPERATE, AND MAINTAIN THE SANITARY SEWER, AND POTABLE WATER UTILITIES WITHIN THE TRACTS. OTHER UTILITIES LOCATED WITHIN THE TRACTS SHALL BE THE PROPERTY OF, AND MAINTAINED BY, THE RESPECTIVE UTILITY COMPANIES.

CURVE TABLES ARE LOCTED ON SHEET 2 OF 2 OF THIS PLAT

TWIN FALLS COUNTY
 Recorded for:
 STEVEN ANDERSON
 11:05:57 AM 06-04-2020
 2020-010100
 No. Pages: 2 Fee: \$ 22.00
 KRISTINA GLASCOCK
 County Clerk
 Deputy: SBANJAC



Date: Monday, February 8, 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 South Estates No. 3.

Time Estimate:

N/A

Background:

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

Approval Process:

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

Budget Impact:

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

Regulatory Impact:

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

History:

N/A

Analysis:

N/A

Conclusion:

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

Attachments:

1. South Estates No. 3 - Improvement Agreement

IMPROVEMENT AGREEMENT

for
DEVELOPMENTS

This Agreement made and entered into this ____ day of ____, 20____, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and ____
TKO Homes, LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development South Estates No. 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

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 (ISPMC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings.

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

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

IV.

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X

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

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

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

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

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

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

XI.

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

PUBLIC WAYS

(a) Required Improvements

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

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

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

(b) City Costs

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

(c) Required Inspections and Testing

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

WATER SYSTEM

(a) Required Improvements

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

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

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

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

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

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

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

(b) City Costs

- (1) None.

(c) Required Inspections

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

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

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

(b) City Costs

(1) None.

(c) Required Inspections and Testing

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

STORM DRAINAGE SYSTEM

(a) Required Improvements

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

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

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

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

(b) City Costs

(1) None.

(c) Required Inspections and Testing

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

GRAVITY IRRIGATION SYSTEM

(a) Required Improvements

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

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

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

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

PRESSURE IRRIGATION SYSTEM

(a) Required Improvements

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

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

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

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

SPECIAL FEATURES

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

- a) Required Improvements

- b) City Costs

- (1) None.

XIII.

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

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

XIV.

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

XV.

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

Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk_____
Mayor_____
Developer_____
Jared Hunt

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.

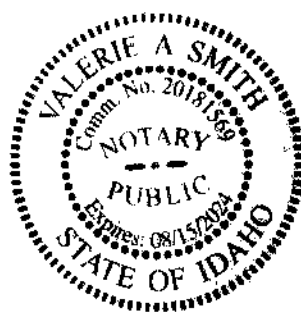
Notary Public for Idaho
Residing _____

PARTNERSHIP

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

On this 29th day of DECEMBER, 2020, before me, the undersigned, a Notary Public for Idaho, personally appeared Jared Hunt, known or identified to me (or proved to me on the oath of _____) to be one of the partners in the partnership of TKO Homes, LLC, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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



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

NOTICE OF DEVELOPER'S AGREEMENT

NOTICE IS HEREBY GIVEN, that a document entitled "Improvement Agreement for Developers" (hereafter "Agreement") has been executed and filed with the City of Twin Falls, Idaho, for the following named subdivision:
South Estates No. 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

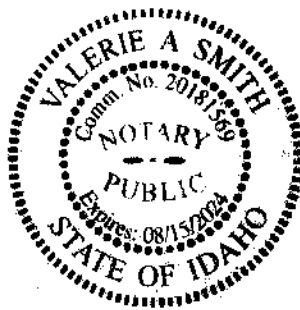
 Developer

TKO Homes, LLC

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

On this 29th day of DECEMBER, 2020, before me, the undersigned, a Notary Public for Idaho, personally appeared Jared Hunt, 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.



Jared Hunt
 Notary Public for Idaho
 Residing Twin Falls

COMM. EXP. 8-15-2024



Date: Monday, February 8, 2021
To: Honorable Mayor and City Council
From: Mark Holtzen, City Engineer

ACTION ITEM

Request:

Request to change the street name of Cheney Drive to Cheney Drive East, between Blue Lakes Blvd. N. and Eastland Dr. N.

Time Estimate:

N/A

Background:

The section of Cheney Drive between Blue Lakes Blvd. North and Eastland Drive North was not platted or designated as "East". This request for a street name change will change that designation to include "East". This change was requested to assist emergency services as they bring their new dispatch system online, as well as bring it into compliance with our addressing standards. This change will affect 12 properties that are currently addressed as Cheney Drive.

Approval Process:

City Code Section 8-1-3 states: The names of streets and avenues as given and shown on the map of the City adopted by the City Council on February 25, 1957, and on file in the office of the City Clerk, or as may hereafter be renamed by said Council, are hereby declared to be the names of the same. Names of all streets and avenues hereafter dedicated shall be approved by the City Council. (1958 Code, ch. IV, art. 1).

Budget Impact:

There will be some costs associated with preparing new signage as well as installation.

Regulatory Impact:

None

History:

N/A

Analysis:

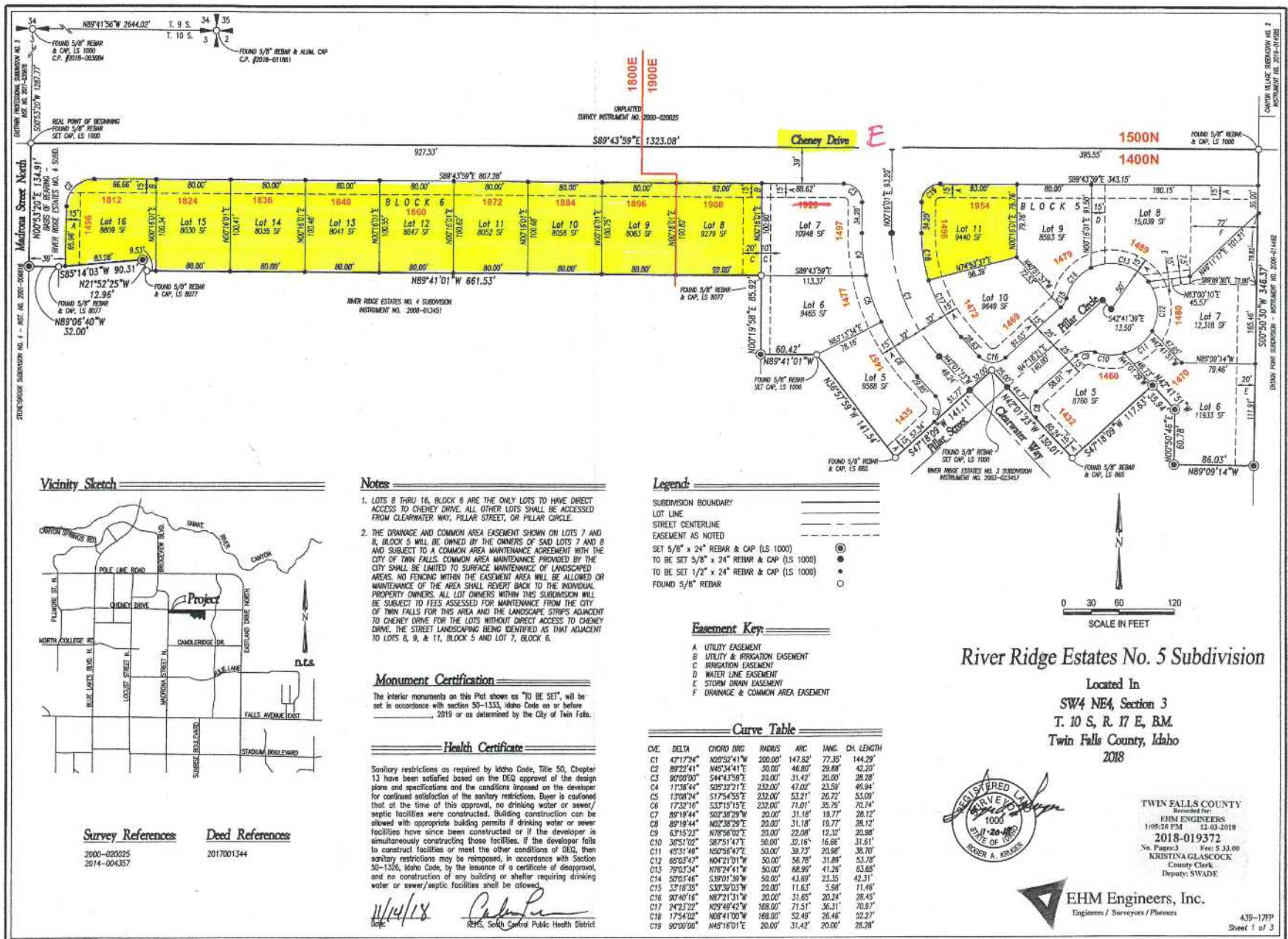
N/A

Conclusion:

Staff recommends that the Council approve the request to rename Cheney Drive to Cheney Drive East.

Attachments:

1. Plats - Cheney Dr to Cheney Dr East
2. Cheney Drive



Vicinity Sketch



Survey References

2000-020225
2014-004357

Deed References

2017001344

Notes

- LOTS 8 THRU 16, BLOCK 6 ARE THE ONLY LOTS TO HAVE DIRECT ACCESS TO CHENEY DRIVE. ALL OTHER LOTS SHALL BE ACCESSIBLE FROM CLEARWATER WAY, PILLAR STREET, OR PILLAR CIRCLE.
- THE DRAINAGE AND COMMON AREA EASEMENT SHOWN ON LOTS 7 AND 8, BLOCK 5 WILL BE OWNED BY THE OWNERS OF SAID LOTS 7 AND 8 AND SUBJECT TO A COMMON AREA MAINTENANCE AGREEMENT WITH THE CITY OF TWIN FALLS. COMMON AREA MAINTENANCE PROVIDED BY THE CITY SHALL BE LIMITED TO SURFACE MAINTENANCE OF LANDSCAPED AREAS. NO FENCING WITHIN THE EASEMENT AREA WILL BE ALLOWED OR MAINTENANCE OF THE AREA SHALL REVERT BACK TO THE INDIVIDUAL PROPERTY OWNERS. ALL LOT OWNERS WITHIN THIS SUBDIVISION WILL BE SUBJECT TO FEES ASSESSED FOR MAINTENANCE FROM THE CITY OF TWIN FALLS FOR THIS AREA AND THE LANDSCAPE STRIPS ADJACENT TO CHENEY DRIVE FOR THE LOTS WITHOUT DIRECT ACCESS TO CHENEY DRIVE. THE STREET LANDSCAPES BEING IDENTIFIED AS THAT ADJACENT TO LOTS 8, 9, & 11, BLOCK 5 AND LOT 7, BLOCK 6.

Monument Certification

The interior monuments on this plat shown as "TO BE SET", will be set in accordance with section 50-1333, Idaho Code on or before _____, 2019 or as determined by the City of Twin Falls.

Health Certificate

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on the DEQ approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water or sewer/septic facilities were constructed. Building construction can be allowed with appropriate building permits if drinking water or sewer facilities have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities or meet the other conditions of DEQ, then sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

11/14/18
SHEILA S. GARDNER, State Engineer
SHEILA S. GARDNER, State Engineer

Legend

- SUBDIVISION BOUNDARY
- LOT LINE
- STREET CENTERLINE
- EASEMENT AS NOTED
- SET 5/8" x 24" REBAR & CAP (LS 1000)
- TO BE SET 5/8" x 24" REBAR & CAP (LS 1000)
- TO BE SET 1/2" x 24" REBAR & CAP (LS 1000)
- FOUND 5/8" REBAR

Easement Key

- A UTILITY EASEMENT
- B UTILITY & IRRIGATION EASEMENT
- C IRRIGATION EASEMENT
- D WATER LINE EASEMENT
- E STORM DRAIN EASEMENT
- F DRAINAGE & COMMON AREA EASEMENT

Curve Table

CVE	DELTA	CHORD BRG	PIRADS	MPC	ANG.	CH. LENGTH
C1	47°17'24"	N25°24'41"W	200.00'	147.62'	77.35'	144.29'
C2	89°22'41"	N45°34'41"E	30.00'	46.86'	29.60'	43.29'
C3	90°00'00"	S44°43'59"E	20.00'	31.42'	20.00'	28.28'
C4	11°38'44"	S25°32'21"E	232.00'	41.02'	23.59'	48.94'
C5	13°08'24"	S17°54'35"E	232.00'	52.21'	26.72'	53.03'
C6	17°32'16"	S33°15'10"E	232.00'	71.01'	35.75'	70.14'
C7	89°19'44"	S22°38'29"W	20.00'	31.18'	19.77'	28.12'
C8	89°19'44"	N22°38'29"E	20.00'	31.18'	19.77'	28.12'
C9	63°15'23"	N78°56'02"E	20.00'	22.08'	12.32'	20.98'
C10	35°51'02"	S87°31'47"E	50.00'	32.16'	16.66'	31.61'
C11	45°31'46"	N25°04'47"E	50.00'	39.73'	20.98'	36.70'
C12	65°03'47"	N42°21'01"W	50.00'	56.78'	31.89'	53.78'
C13	79°03'34"	N76°24'41"W	50.00'	68.99'	41.26'	63.65'
C14	50°13'46"	S39°01'35"W	50.00'	43.69'	23.35'	42.31'
C15	37°16'35"	S33°30'02"W	20.00'	11.63'	5.98'	11.46'
C16	30°40'16"	N87°21'31"W	20.00'	31.85'	20.24'	28.45'
C17	24°23'22"	N29°49'42"W	168.00'	71.51'	36.31'	70.97'
C18	17°54'02"	N68°41'00"W	168.00'	52.49'	26.46'	52.27'
C19	90°00'00"	N45°16'01"E	20.00'	31.42'	20.00'	28.28'

River Ridge Estates No. 5 Subdivision

Located In
SW4 NE4, Section 3
T. 10 S, R. 17 E, B.M.
Twin Falls County, Idaho
2018



TWIN FALLS COUNTY
Recorded for:
EHM ENGINEERS
1:05:50 PM 12-03-2018
2018-019372
No. Pages: 3 Fee: \$ 33.00
KRISTINA GLASCOCK County Clerk
Deputy: SWADE

EHM Engineers, Inc.
Engineers / Surveyors / Planners

954.15

SCALE 1 IN. = 200 FT.

I hereby certify that I am the person who surveyed
LOT 4, and the SW 1/4 of the NW 1/4 of Section 3, T10S, R7E, BM,
and that the accompanying plat is a true and correct representa-
tion of the same, as marked out upon the ground.

rd. - 737 From Ace Hansen
To The City of Twin Falls.
Sept. 81
My commission expires March 23, 1989

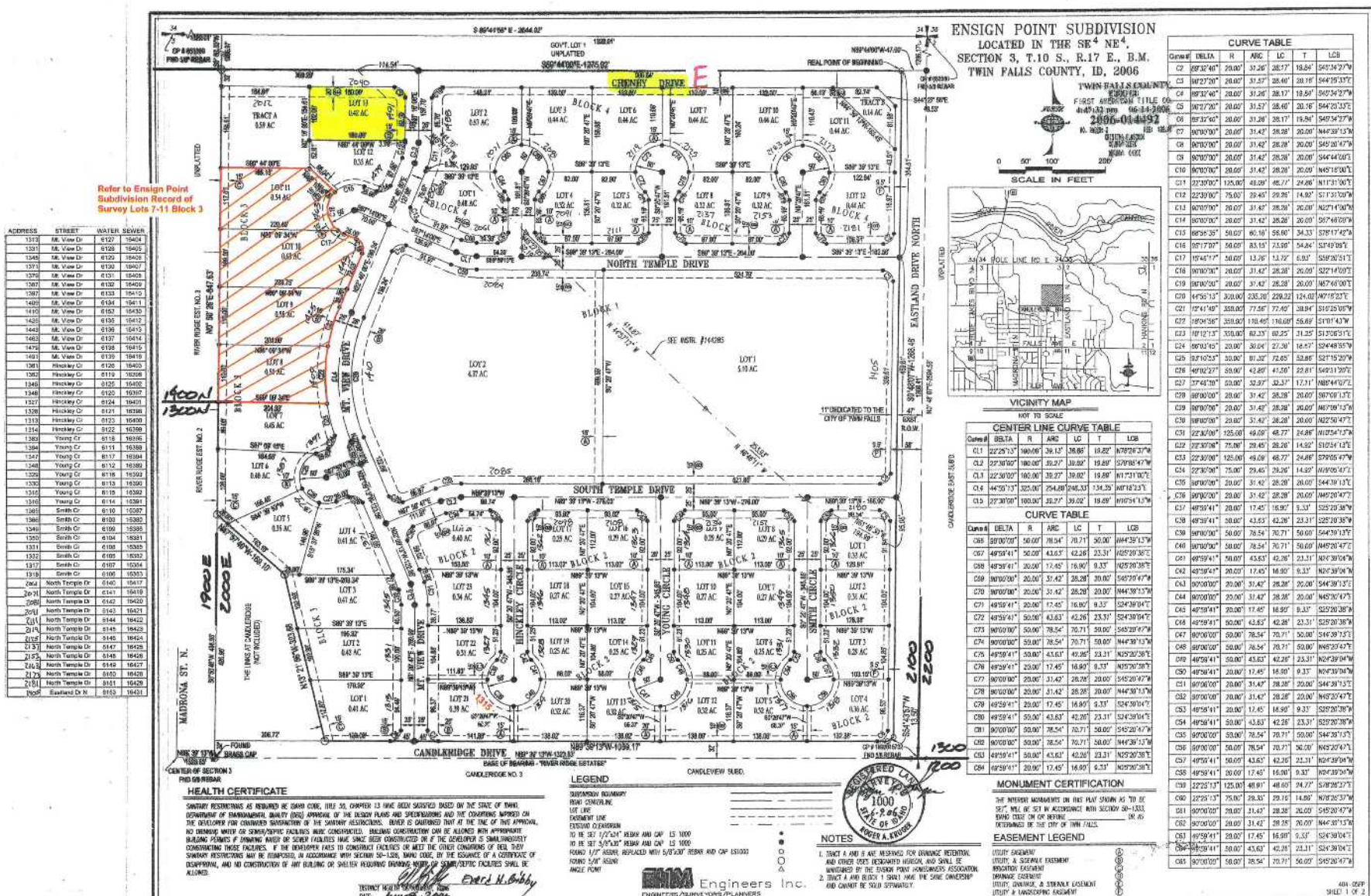
now known as the following: that I, the undersigned, do hereby certify that the following is a true and correct description of the land included in the "OFF TRACT" which is included herewith, said land being shown and described as LOTS 2 and the SW 1/4 of the SE 1/4 of Section 13, T19S, R10E, N1/2, and that I, the undersigned, do hereby certify that I have no intention to include the same in the said plat thereof, and that in consideration of the filing of said plat by the COUNTY RECORDER of TRIN FALLS COUNTY, IOWA, and the acceptance by the public of said streets shown on said plat of the same, I do hereby certify that I have no intention to include any portion of said premises platted as part of the said plat for a public street for public use forever.

my commission expires July 14th 1909.

Grant Deed
Twin Falls Inv. Inc.
Executed April 11, 1966
Filed April 27, 1966
Book 218, Page 2536
Inst. No. 563674

EOFF TRACT

EQFF TR





POLE
LINE RD

BRIDGEVIEW BLVD

POLE LINE RD E

RIO VISTA DR

BASCULE WAY

BURN LN

BLUE LAKES BLVD N

ELM ST N

LOCUST ST N

CHENEY DR

LAWN DALE DR

NORTH
COLLEGE RD

NORTH COLLEGE RD E

VERGREEN DR

BISSELL
CT
BROOKS

GALENA DR

WINDY
CT

MARIONA ST

STONE
BROOK

BRUNDAGE
CT

TAMARACK
CT

CANDLERIDGE DR

CANDLER
WOOD

SOUTH TEMPLE DR

NORTH TEMPLE DR

CANYON VILLAGE CIR

VILLAGE PARK AVE

EASTLAND DR N



Date: Monday, February 8, 2021
To: Honorable Mayor and City Council
From: Mark Thomson, Streets Superintendent

ACTION ITEM

Request:

Request to approve to purchase a 2022 Kenworth T470 Chassis utilizing Henderson plow components for \$172,935.00 using a Cooperative Purchasing Agreement with Sourcewell.

Time Estimate:

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

Background:

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

The City of Twin Falls utilizes several pieces of snow removal equipment in our maintenance program. We have equipment that is reaching and surpassed their service life. If Council approves this purchase, we will be trading in a truck that is over 20 years old. This Capital Purchase was approved by the LTP committee and after our trade of \$27,000.00 the total is 172,935.00 putting us under the budgeted amount of \$195,000.00.

The City attorney has reviewed and believes Sourcewell is a cooperative program authorized to be utilized by Idaho Code 67-2807. The Street Department is requesting council approve the purchase of this plow truck.

Approval Process:

A simple majority will approve this request.

Budget Impact:

\$195,000.00 was budgeted for the replacement of this piece of equipment, and after our trade-in value of \$27,000.00 the total is \$172,935.00 putting us under budget.

Regulatory Impact:

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

History:

Analysis:

Conclusion:

Staff recommends council approve this request.

Attachments:

1. Kenworth Sourcewell
2. Streets20210119111808 (1)
3. Streets20210202104407



Kenworth

Class 4-8 Chassis with Related Equipment

#060920-KTC

Maturity Date: 08/01/2024

Cooperative purchasing is “Procurement conducted by, or on behalf of, one or more Public Procurement Units” as defined by the American Bar Association Model Procurement Code for State and Local Governments.

Sourcewell's analysts streamline the procurement process by developing Requests for Proposals and Invitation for bids for national, competitive solicitations that meet or exceed local requirements. Our rigorous process is continually refined to best meet the needs of participating agencies and allows us to offer exceptional products from nationally acclaimed suppliers.

(2019) IDAHO COOPERATIVE PURCHASING.

With the approval of its governing board, a political subdivision may participate in cooperative purchasing agreements with the state of Idaho, other Idaho political subdivisions, other government entities, or associations thereof. Political subdivisions may also participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes. Goods or services procured by participation in such cooperative agreements or programs shall be deemed to have been acquired in accordance with the requirements of this Idaho Code § 67-2807 chapter.

Products & Services

Sourcewell contract 060920-KTC gives access to the following types of goods and services:

- Class 5, 6, 7, & 8 trucks & tractors: medium- & heavy-duty
- Gross weight ratings from 19,500 to 120,000+ lbs.
- Medium- & heavy-duty zero emissions battery electric vehicles
- Medium- & heavy-duty near zero emissions natural vehicles
- Custom-configured bodies to meet municipal fleet needs
- Complete vehicle solutions, including heavy-haul tractors & dump, flatbed, refuse, plow, salt, roll-off, & sweeper trucks

RESOLUTION NO. 2019-014

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

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

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

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

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

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

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

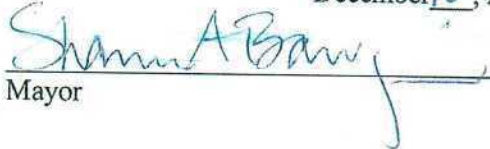
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TWIN FALLS, IDAHO:

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

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

PASSED BY THE CITY COUNCIL
SIGNED BY THE MAYOR

December 9, 2019.
December 10, 2019.


Mayor

ATTEST:


Deputy City Clerk



Kenworth Sales Company

2555 Garrett Way, Pocatello, ID 83201
208-232-1230

NEW TRUCK PURCHASE ORDER AND TERMS OF AGREEMENT

Pre Quote #3468 Date: 11/13/2020

CUSTOMER INFORMATION

Customer CITY OF TWIN FALLS STREET DEPT.
Address 159 WALLS STREET
TWIN FALLS, ID 83301
Phone (208) 308-7326
Fax

EQUIPMENT INFORMATION

YEAR 2022
MAKE Kenworth
MODEL T470
Sales Person Floyd Herrman

Total # of Trucks Financed: 1

	Each	Total
BASE PRICE	\$199,735.00	\$199,735.00
EXTRAS		
MISC.		
ADD-ON BODY BUILDER		
FEDERAL EXCISE TAX	.00	.00
OTHER CHARGES		
Tire Exclusion	.00	.00
Delivery Charge	.00	.00
Trade Allowances		(27,000.00)
SUB TOTAL	\$172,735.00	\$172,735.00
TOTAL STATE TAXES	.00	.00
Negotiated Document Fees	200.00	200.00
Extended Warranties	.00	.00
Misc:TRADE 1991,1994,2000	.00	.00
BALANCE DUE		\$172,935.00
TRADES & DOWN PAYMENTS		
Trade Payoff		.00
Down Payment		(.00)
Deposit		(.00)
AMOUNT TO BE FINANCED		\$172,935.00

Additional Terms: THIS UNIT WILL BE UNDER THE SOURCEWELL CONTRACT 060920-KTC INCLUDE DUMP BODY,SANDER, PLOW AND ALL CONTROLS.

Dealer Signature Floyd Herrman Title Salesman Date 1-21-21
Customer Signature _____ Title _____ Date _____

KENWORTH SALES COMPANY ("Seller") and Customer referenced above ("Customer") agree as follows:

1. **Obligation to Accept Delivery.** In consideration of the purchase price set forth herein, Seller will deliver possession of the vehicle(s) identified in the attached Vehicle Summary of Specifications ("the Trucks") to Customer. Customer will accept delivery at Seller's business address. If Customer requests a different destination for delivery, Customer shall pay a reasonable charge for such delivery. Risk of loss will pass from Seller to Customer at the point of delivery. If Customer requests a delivery date other than the Requested Delivery Date, such new date shall be substituted for the Requested Delivery Date. Customer shall pay all costs incurred by Seller as a result of Customer's alternate delivery date, including, but not limited to, any Flooring Interest or Insurance costs incurred between the original Requested Delivery Date and the actual date of delivery.

2. **Failure to Deliver.** Seller shall not be liable for any failure to deliver the Trucks purchased by the Requested Delivery Date. Seller shall have an additional sixty (60) days after the Requested Delivery Date in which to make delivery. If delivery has not been made within such sixty (60) day period, either party may terminate this Agreement by written notice to the other party.



Date: Monday, February 8, 2021
To: Honorable Mayor and City Council
From: Erin Steel, Staff Engineer, Staff Engineer

PRESENTATION

Request:

Sidewalk Master Plan Presentation

Time Estimate:

5-10 Minutes

Background:

As stated in the City of Twin Falls Community Strategic Plan (2018), it is the commitment of all departments within the City of Twin Falls to ensure the long-term integrity of public investment. Continual growth has increased the need for non-motorized means of transportation. The need to invest in incomplete or missing pedestrian facilities has brought to light a need for a plan that matches the commitment of both the Public Works and Engineering Departments to promote sidewalk connectivity. As a result, we created a Sidewalk Master Plan to address pedestrian connectivity issues and the goals outlined in the Strategic Plan.

The intent of the Sidewalk Master Plan is to identify locations of incomplete sidewalk sections within the City, which if completed, would create a safe pedestrian route to public facilities, schools, and parks. Staff from Engineering, Public Works, and Parks and Recreation selected 19 locations throughout the City with missing pedestrian infrastructure. These locations impact connectivity to high public demand facilities.

Each location was reviewed to determine improvements required, cost of the improvements and constructability. A cost estimate was developed, and a prioritization was assigned to each location. We intend to update the Sidewalk Master Plan periodically with 2-4 new locations identified by citizens, staff, and special requests.

The Sidewalk Master Plan supports the Strategic Plan by continuing "to improve the condition and operation of its sidewalks" (AC2.2).

Approval Process:

No approval needed as this is a presentation.

Budget Impact:

No budget impact.

Regulatory Impact:

The Sidewalk Master Plan addresses pedestrian connectivity issues and the goals as outlined in the Strategic Plan.

History:

None

Analysis:

N/A

Conclusion:

The Sidewalk Master Plan will increase pedestrian connectivity and supports the Strategic Plan.

Attachments:

1. All Layouts



CITY OF TWIN FALLS

2021 SIDEWALK MASTER PLAN

IMPROVEMENT LOCATION MAP

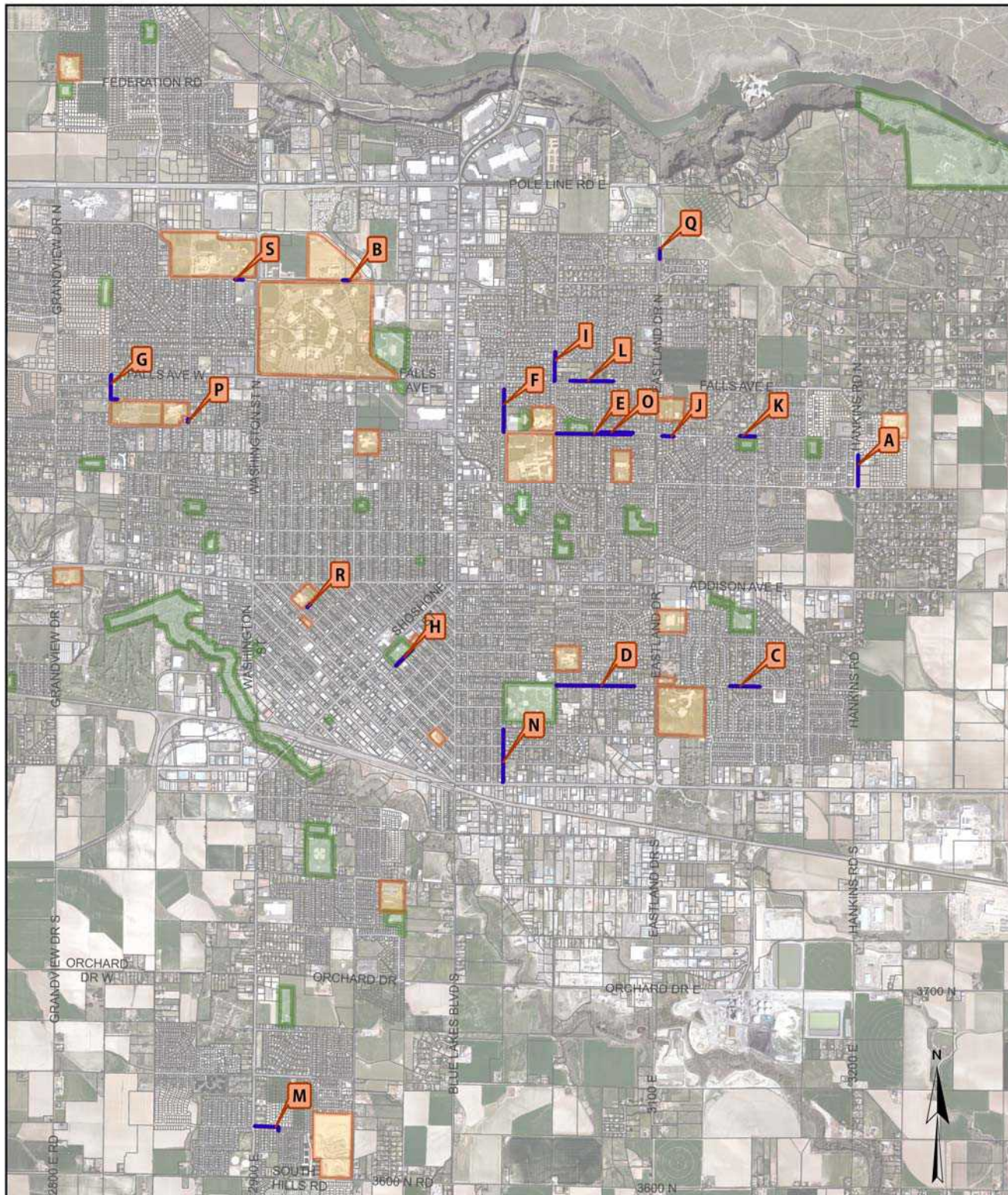
PURPOSE

To promote sidewalk connectivity by identifying locations of incomplete sidewalk sections within the City, which if completed would create a safe pedestrian route to public facilities, schools, and parks.

— PROPOSED SIDEWALK

— SCHOOLS

— PARKS





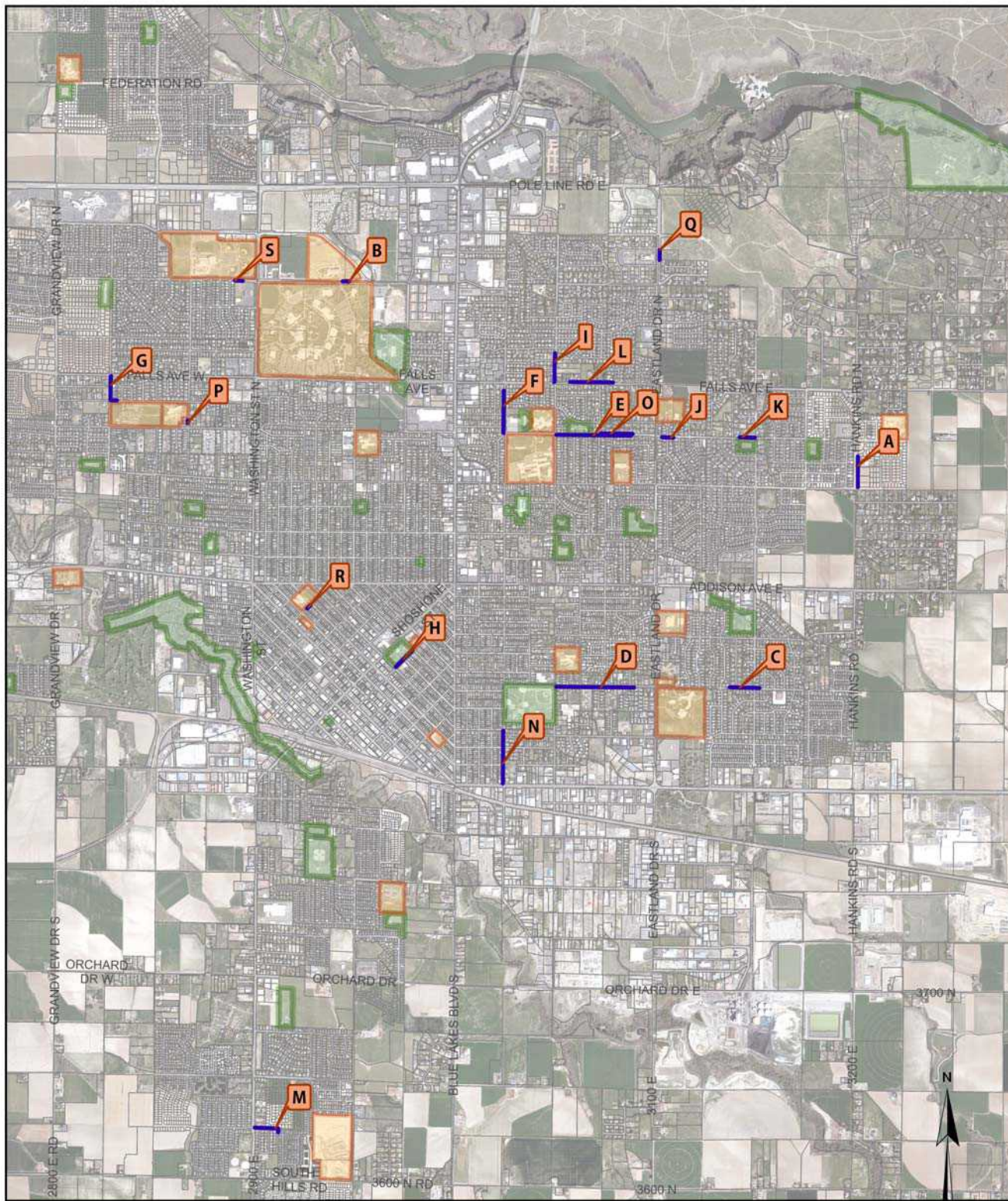
CITY OF TWIN FALLS

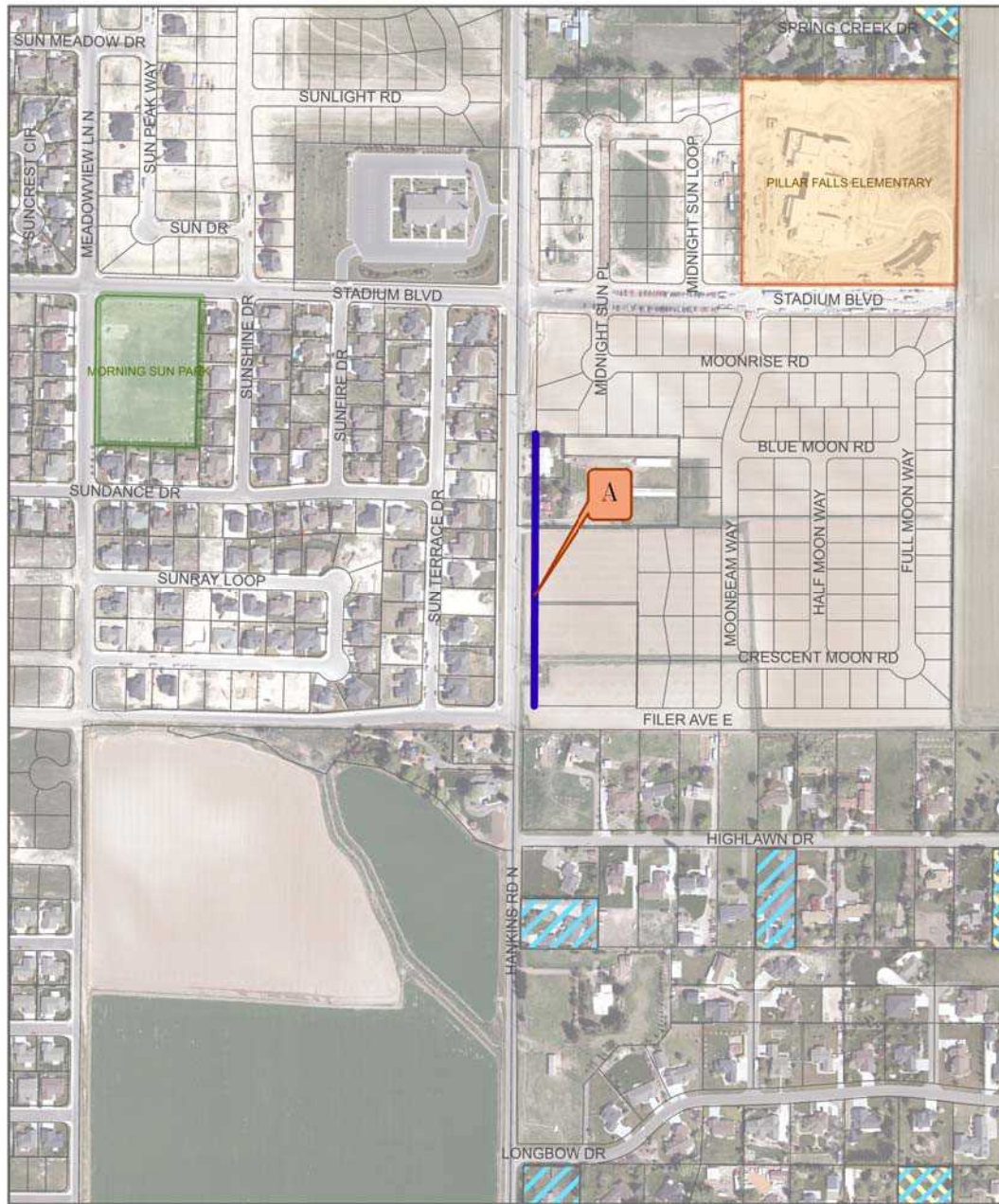
2021 SIDEWALK MASTER PLAN

PRIORITIZATION OF LOCATIONS

PROIRITIZATION	LOCATION
1	S - NORTH COLLEGE RD W
2	P - SPARKS ST
3	K - STADIUM BLVD
4	J - STADIUM BLVD
5	H - HANSEN ST E
5	R - CASTLEFORD ST N
7	Q - EASTLAND DR N
8	M - SOUTHWOOD AVE
9	F - LOCUST ST N
10	E - STADIUM BLVD
11	I - MADRONA ST N
11	N - LOCUST ST
12	L - FALLS AVE E
14	C - ELIZABETH BLVD
15	D - ELIZABETH BLVD
15	O - STADIUM BLVD
17	A - HANKINS RD N
18	B - NORTH COLLEGE RD
18	G - WENDELL ST

-  PROPOSED SIDEWALK
-  SCHOOLS
-  PARKS





CITY OF TWIN FALLS

2021 SIDEWALK MASTER PLAN



LOCATION A - HANKINS RD N

FILER AVE E TO EXISTING SIDEWALK AT
MORNING SUN #10

IMPROVEMENT PRIORITIZATION = 17

PURPOSE

PROVIDE A SAFE PEDESTRIAN ROUTE TO PILLAR FALLS
ELEMENTARY SCHOOL

REQUIRED IMPROVEMENTS

- * 840' OF SIDEWALK
- * 840' OF CURB AND GUTTER
- * 1 ADA RAMP
- * ROADWAY DESIGN
- * POWER POLE RELOCATION
- * DEDICATION OF RIGHT OF WAY
- * MTP ROW REQUIREMENT 92'
- * ARTERIAL STREET CONSTRUCTION
- * SOUTHERN PORTION TO BE CONSTRUCTED WITH
FIRE STATION #5

ESTIMATED COST \$780,000

*COSTS INCLUDE CONSTRUCTION, ENGINEERING
DESIGN/SURVEY (10%), CE&I (10%), AND CONTINGENCY (30%).

*COST DOES NOT INCLUDE RIGHT OF WAY ACQUISITION.



COMPLETED BY CSI

CITY OF TWIN FALLS

2021 SIDEWALK MASTER PLAN



LOCATION B - NORTH COLLEGE RD

CSI HEALTH SCIENCES ENTRANCE EAST TO
EXISTING SIDEWALK

IMPROVEMENT PRIORITIZATION = N/A

PURPOSE

COMPLETE AN EXISTING ASPHALT PATH PROVIDING A
PEDESTRIAN ROUTE TO CSI HEALTH SCIENCE BUILDING

REQUIRED IMPROVEMENTS

- * 170' OF ASPHALT (10' WIDE)
- * 1 ADA RAMP

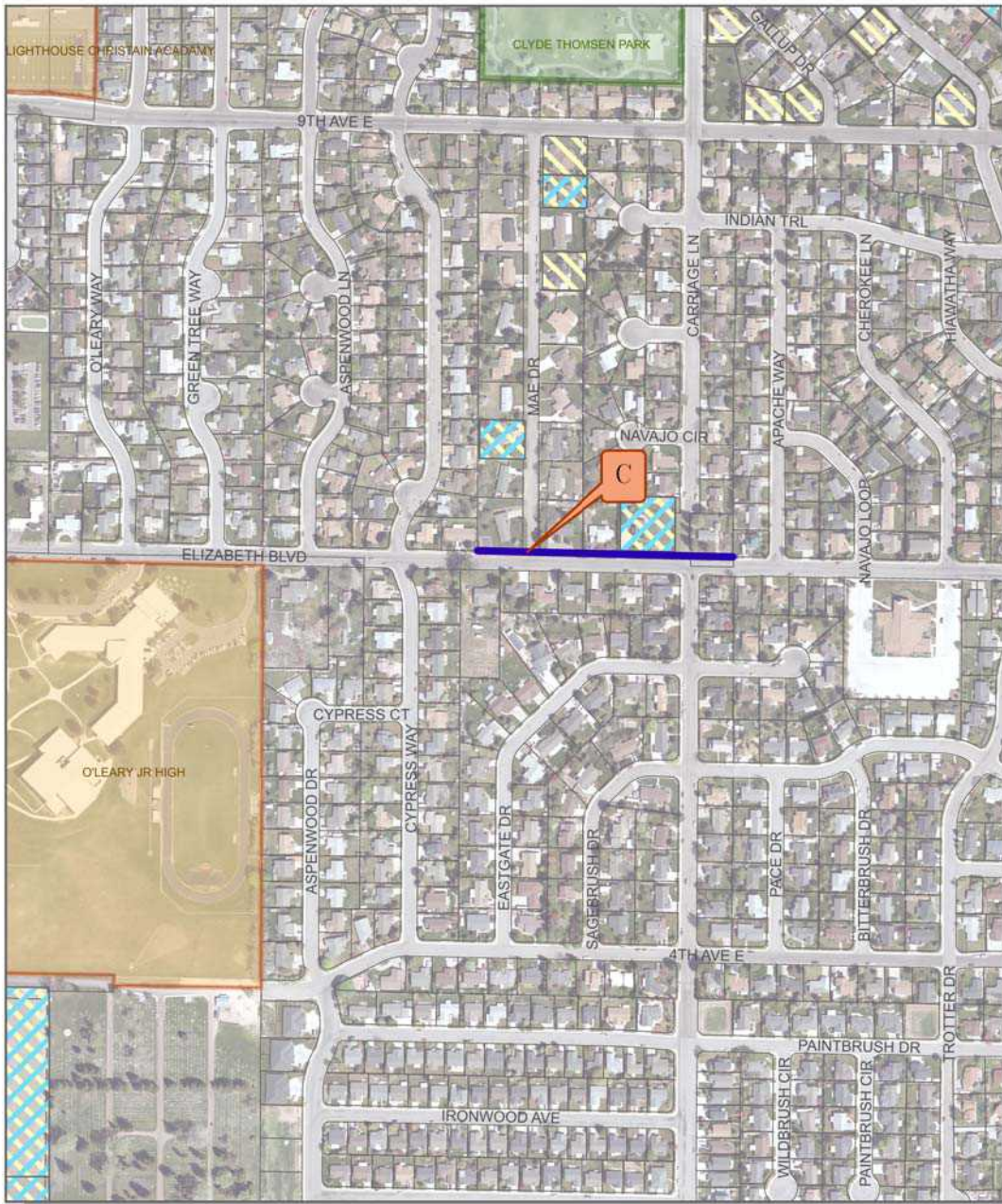
ESTIMATED COST - N/A

*COSTS INCLUDE CONSTRUCTION, ENGINEERING
DESIGN/SURVEY (10%), CE&I (10%), AND CONTINGENCY (30%).

*COST DOES NOT INCLUDE RIGHT OF WAY ACQUISITION.



- | | |
|-------------------|----------------------|
| PROPOSED SIDEWALK | CURB/GUTTER DEFERRAL |
| SCHOOLS | SIDEWALK DEFERRAL |
| PARKS | |



-  PROPOSED SIDEWALK
  CURB/GUTTER DEFERRAL
-  SCHOOLS
  SIDEWALK DEFERRAL
-  PARKS

CITY OF TWIN FALLS

2021 SIDEWALK MASTER PLAN



LOCATION C - ELIZABETH BLVD

MAE DR TO APACHE WAY

IMPROVEMENT PRIORITIZATION = 14

PURPOSE

PROVIDE A SAFE PEDESTRIAN ROUTE TO O'LEARY MIDDLE SCHOOL

REQUIRED IMPROVEMENTS

- * 740' OF SIDEWALK
- * 740' OF CURB/GUTTER
- * 2 ADA RAMPS
- * COMMUNICATION BOXES TO BE RELOCATED
- * MTP ROW DEVIATION TO MATCH EXISTING SIDEWALK
- * POWER POLE RELOCATION
- * DEDICATION OF RIGHT OF WAY

ESTIMATED COST \$422,000

*COSTS INCLUDE CONSTRUCTION, ENGINEERING DESIGN/SURVEY (10%), CE&I (10%), AND CONTINGENCY (30%).

*COST DOES NOT INCLUDE RIGHT OF WAY ACQUISITION.

CITY OF TWIN FALLS

2021 SIDEWALK MASTER PLAN



LOCATION D - ELIZABETH BLVD

MADRONA ST N TO DEL MAR DR

IMPROVEMENT PRIORITIZATION = 15

PURPOSE

PROVIDE APPROXIMATELY ONE QUARTER MILE OF SAFE PEDESTRIAN ROUTE TO THE YMCA, MORNINGSIDE ELEMENTARY SCHOOL, AND HARMON PARK

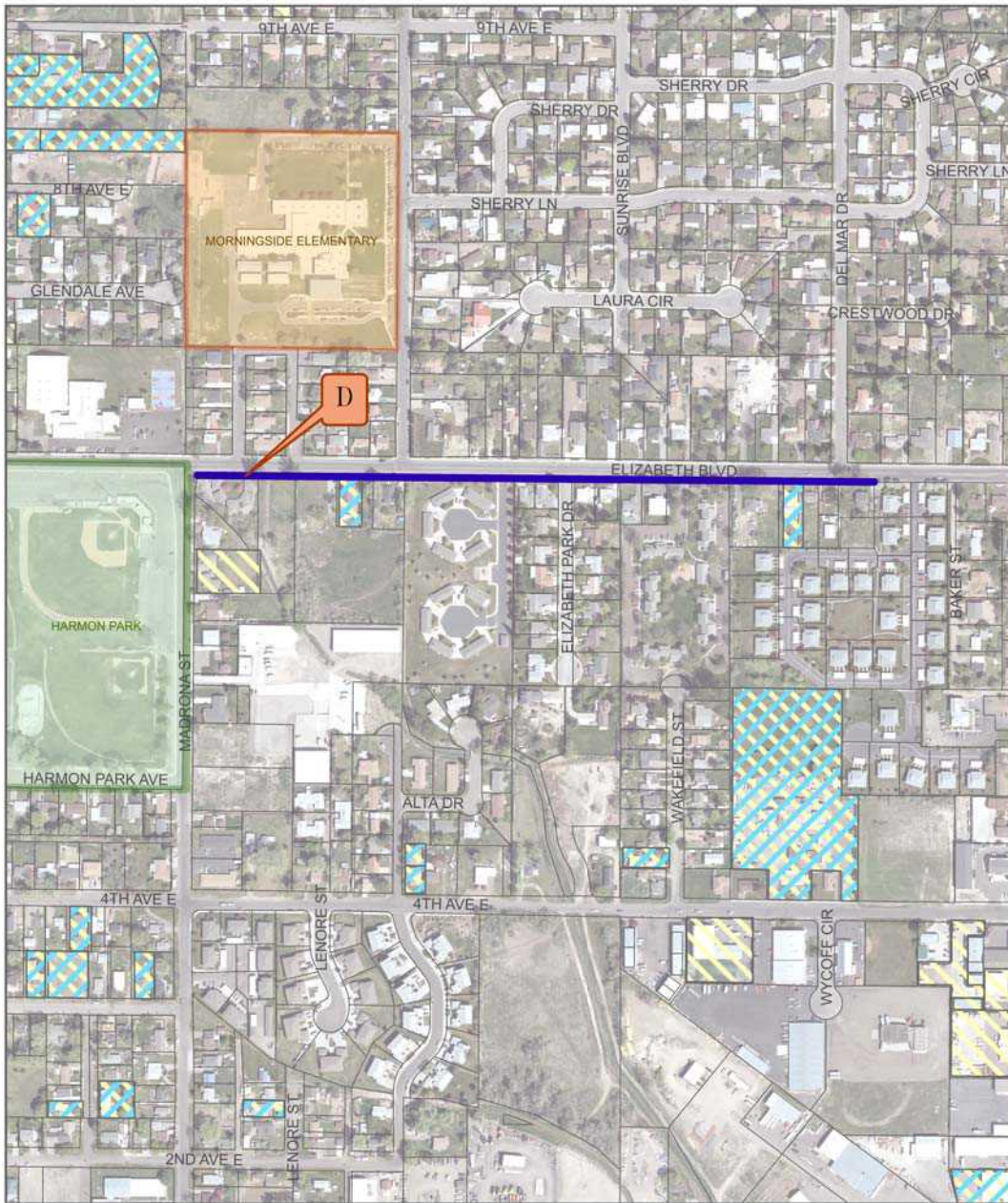
REQUIRED IMPROVEMENTS

- * 1200' OF SIDEWALK
- * 1200' OF CURB/GUTTER
- * 4 ADA RAMPS
- * COMMUNICATION BOXES TO BE RELOCATED
- * TREES TO BE REMOVED
- * MTP ROW DEVIATION TO MATCH EXISTING SIDEWALK
- * POWER POLE RELOCATION
- * PERRINE COULEE TO WORK AROUND

ESTIMATED COST \$632,000

*COSTS INCLUDE CONSTRUCTION, ENGINEERING DESIGN/SURVEY (10%), CE&I (10%), AND CONTINGENCY (30%).

*COST DOES NOT INCLUDE RIGHT OF WAY ACQUISITION.



CITY OF TWIN FALLS

2021 SIDEWALK MASTER PLAN



LOCATION E - STADIUM DR

MADRONA ST N TO WEST OF EASTLAND DR

IMPROVEMENT PRIORITIZATION = 10

PURPOSE

PROVIDE APPROXIMATELY ONE QUARTER MILE OF A SAFE PEDESTRIAN ROUTE TO TWIN FALLS HIGH SCHOOL, SAWTOOTH ELEMENTARY SCHOOL, CITY POOL, AND CASCADE PARK

REQUIRED IMPROVEMENTS

- * 1770' OF SIDEWALK
- * 260' OF CURB/GUTTER
- * VALLEY GUTTERS TO BE REPLACED
- * 11 ADA RAMPS
- * TREE REMOVAL
- * STREET LIGHTING TO BE RELOCATED
- * MTP ROW DEVIATION TO MATCH EXISTING SIDEWALK

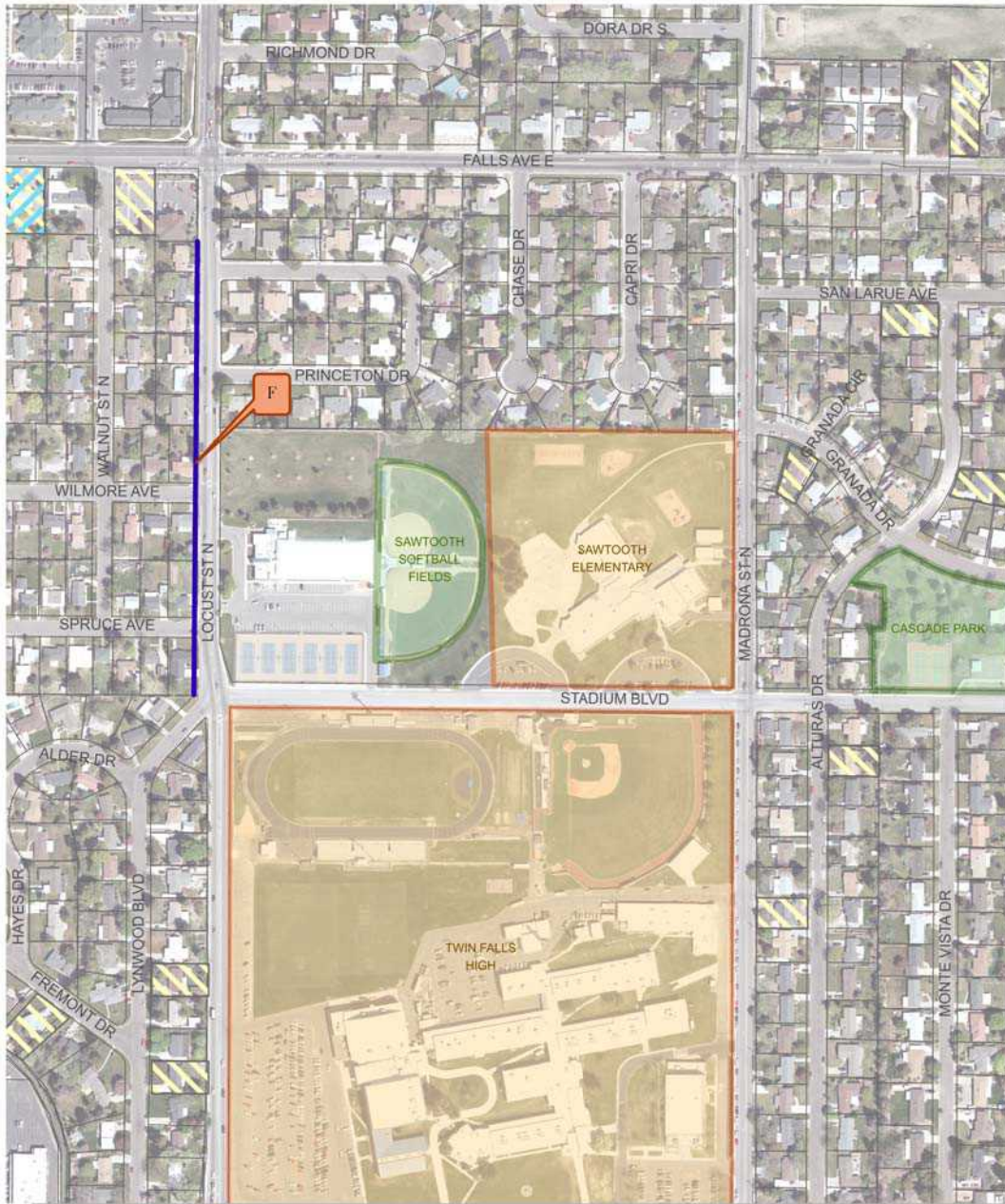
ESTIMATED COST \$575,000

*COSTS INCLUDE CONSTRUCTION, ENGINEERING DESIGN/SURVEY (10%), CE&I (10%), AND CONTINGENCY (30%).

*COST DOES NOT INCLUDE RIGHT OF WAY ACQUISITION.



- PROPOSED SIDEWALK
- CURB/GUTTER DEFERRAL
- SCHOOLS
- SIDEWALK DEFERRAL
- PARKS



CITY OF TWIN FALLS

2021 SIDEWALK MASTER PLAN



LOCATION F - LOCUST ST N

LYNWOOD BLVD TO PRINCETON DR

IMPROVEMENT PRIORITIZATION = 9

PURPOSE

PROVIDE A SAFE PEDESTRIAN ROUTE TO THE CITY POOL, SAWTOOTH ELEMENTARY SCHOOL, TWIN FALLS HIGH SCHOOL, AND CASCADE PARK

REQUIRED IMPROVEMENTS

- * 1120' OF SIDEWALK
- * CURB/GUTTER EXIST
- * 6 ADA RAMPS
- * 3 HOUSES WITHIN 5' OF EXISTING RIGHT OF WAY
- * TREE REMOVAL
- * MTP ROW DEVIATION TO MATCH EXISTING SIDEWALK
- * POWER POLE RELOCATION

ESTIMATED COST \$281,000

*COSTS INCLUDE CONSTRUCTION, ENGINEERING DESIGN/SURVEY (1%), CE&I (10%), AND CONTINGENCY (30%).

*COST DOES NOT INCLUDE RIGHT OF WAY ACQUISITION.



- | | |
|-------------------|----------------------|
| PROPOSED SIDEWALK | CURB/GUTTER DEFERRAL |
| SCHOOLS | SIDEWALK DEFERRAL |
| PARKS | |

CITY OF TWIN FALLS

2021 SIDEWALK MASTER PLAN



LOCATION G - WENDELL ST

ROBBINS AVE W TO FALLS AVE W

IMPROVEMENT PRIORITIZATION = 18

PURPOSE

PROVIDE A SAFE PEDESTRIAN ROUTE TO ROBERT STUART MIDDLE SCHOOL AND I.B. PERRINE ELEMENTARY

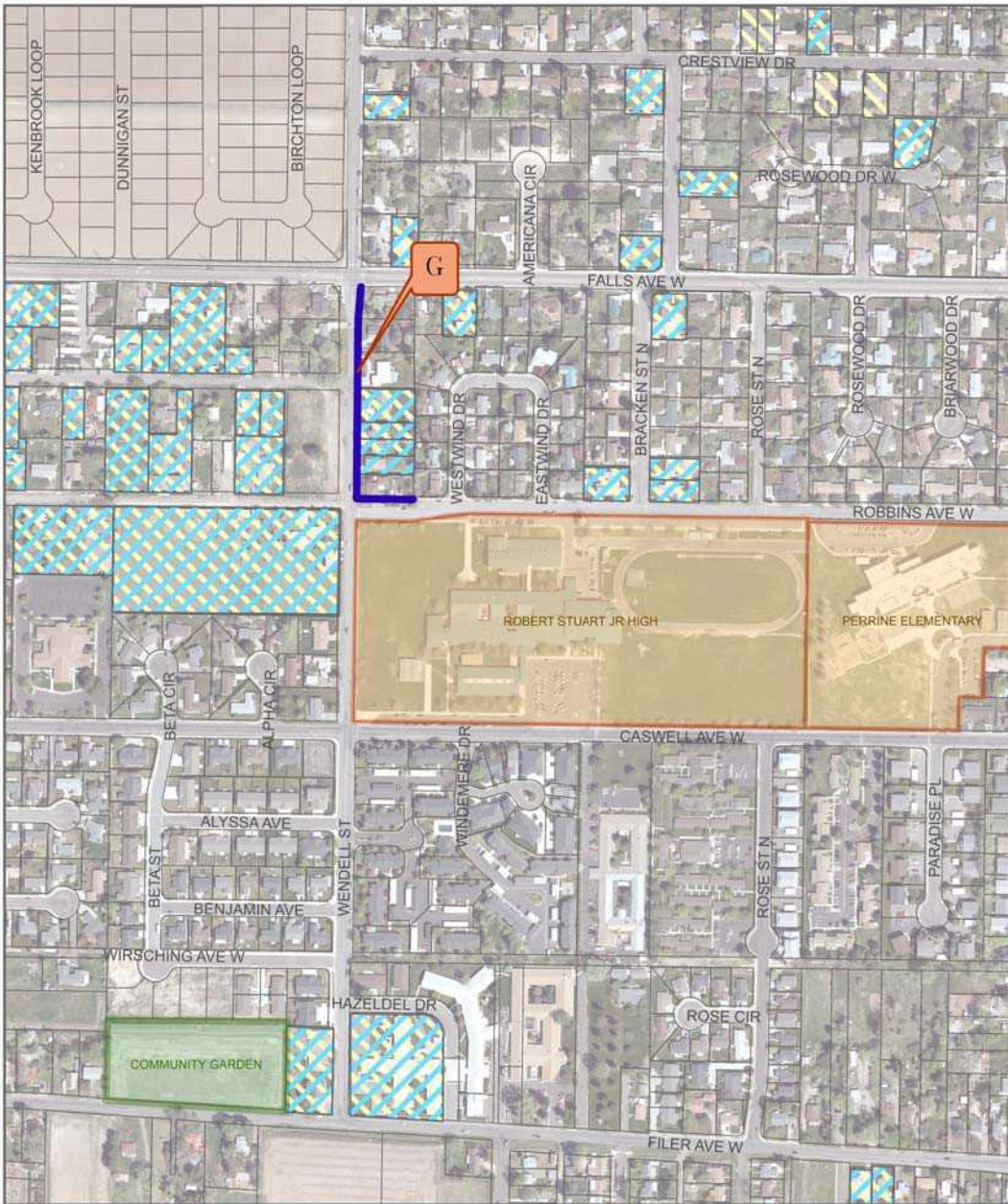
REQUIRED IMPROVEMENTS

- * 780' OF SIDEWALK
- * 780' OF CURB/GUTTER
- * 2 ADA RAMPS
- * TREE REMOVAL
- * COMMUNICATION BOX TO BE RELOCATED
- * MTP ROW DEVIATION TO MATCH EXISTING SIDEWALK ON ROBBINS AVE W AND FALLS AVE W
- * POWER POLE RELOCATION
- * CANAL STRUCTURE RELOCATION
- * RIGHT OF WAY DEDICATION REQUIRED ON ROBBINS AVE (1-PARCEL)
- * RIGHT OF WAY DEDICATION REQUIRED ON WENDELL AVE (8-PARCELS)

ESTIMATED COST \$381,000.00

*COSTS INCLUDE CONSTRUCTION, ENGINEERING DESIGN/SURVEY (10%), CE&I (10%), AND CONTINGENCY (30%).

*COST DOES NOT INCLUDE RIGHT OF WAY ACQUISITION.



- PROPOSED SIDEWALK
- SCHOOLS
- PARKS
- CURB/GUTTER DEFERRAL
- SIDEWALK DEFERRAL



LOCATION H - HANSEN ST E

ALONG CITY PARK

IMPROVEMENT PRIORITIZATION = 5

PURPOSE

ADD SIDEWALK ALONG THE EAST SIDE OF THE CITY PARK

REQUIRED IMPROVEMENTS

- * 620' OF SIDEWALK
- * 2 ADA RAMPS
- * TREES TO BE REMOVED
- * PLAYGROUND EQUIPMENT TO BE RELOCATED
- * FENCE RELOCATION

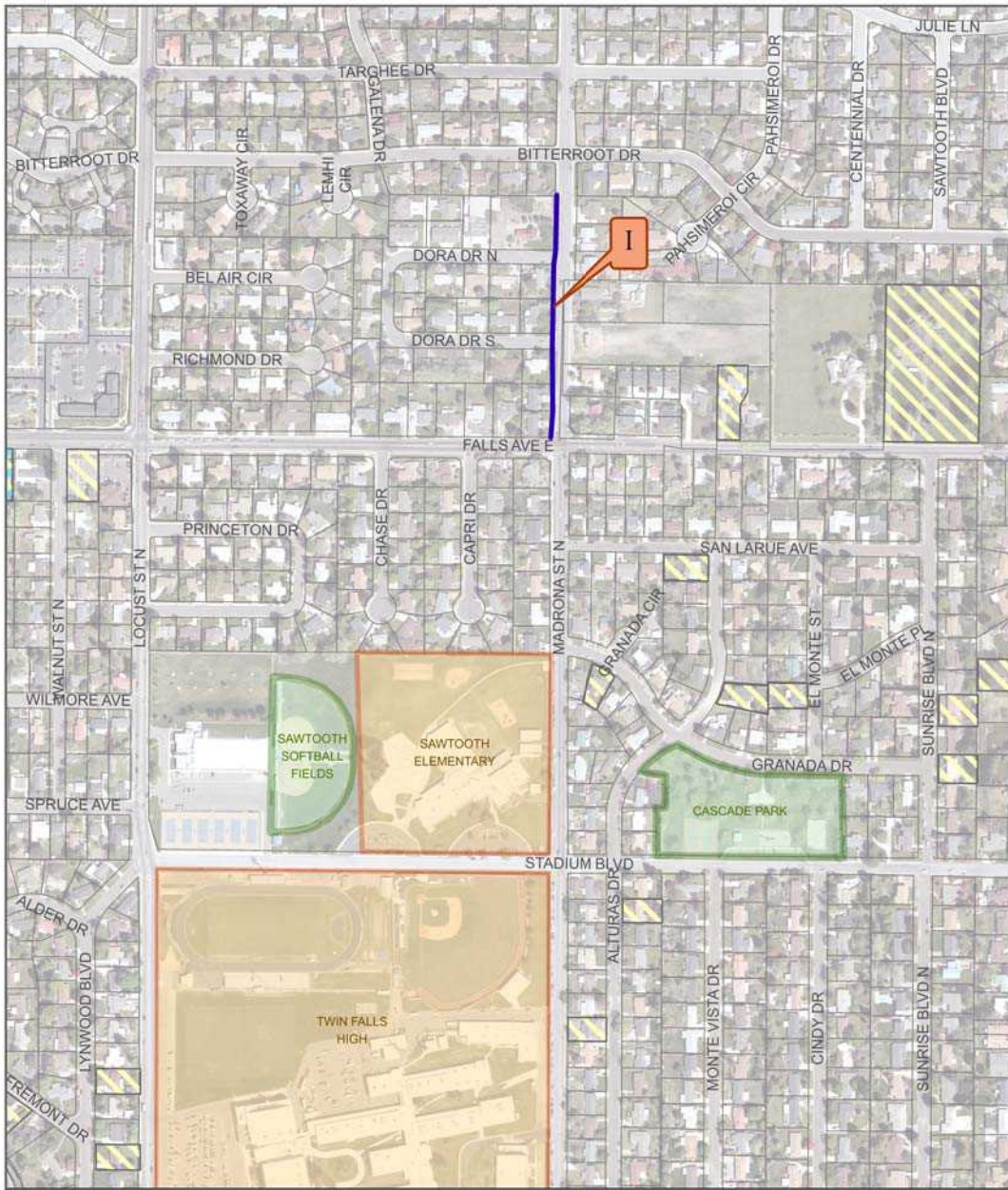
ESTIMATED COST \$271,000

*COSTS INCLUDE CONSTRUCTION, ENGINEERING DESIGN/SURVEY (10%), CE&I (10%), AND CONTINGENCY (30%).

*COST DOES NOT INCLUDE RIGHT OF WAY ACQUISITION.



- | | |
|-------------------|----------------------|
| PROPOSED SIDEWALK | CURB/GUTTER DEFERRAL |
| SCHOOLS | SIDEWALK DEFERRAL |
| PARKS | |



CITY OF TWIN FALLS

2021 SIDEWALK MASTER PLAN



LOCATION I - MADRONA ST N

FALLS AVE E TO BITTERROOT DR

IMPROVEMENT PRIORITIZATION = 11

PURPOSE

PROVIDE A SAFE PEDESTRIAN ROUTE TO SAWTOOTH ELEMENTARY, TWIN FALLS HIGH SCHOOL, CITY POOL, AND CASCADE PARK

REQUIRED IMPROVEMENTS

- * 680' OF SIDEWALK
- * 680' CURB/GUTTER
- * VALLEY GUTTERS TO BE REPLACED
- * 6 ADA RAMPS
- * STREET LIGHTING TO BE RELOCATED
- * MTP ROW DEVIATION TO MATCH EXISTING SIDEWALK
- * POWER POLES TO BE RELOCATED
- * IRRIGATION STRUCTURES AND DITCHES

ESTIMATED COST \$390,000

*COSTS INCLUDE CONSTRUCTION, ENGINEERING DESIGN/SURVEY (10%), CE&I (10%), AND CONTINGENCY (30%).

*COST DOES NOT INCLUDE RIGHT OF WAY ACQUISITION.



- | | |
|-------------------|----------------------|
| PROPOSED SIDEWALK | CURB/GUTTER DEFERRAL |
| SCHOOLS | SIDEWALK DEFERRAL |
| PARKS | |

CITY OF TWIN FALLS

2021 SIDEWALK MASTER PLAN



LOCATION J - STADIUM BLVD

AT RIM VIEW DR

IMPROVEMENT PRIORITIZATION = 11

PURPOSE

CONNECT EXISTING SIDEWALK CREATING A SAFE PEDESTRIAN ROUTE

REQUIRED IMPROVEMENTS

- * 230' OF SIDEWALK
- * 2 ADA RAMPS
- * MTP ROW DEVIATION TO MATCH EXISTING SIDEWALK

ESTIMATED COST \$80,000

*COSTS INCLUDE CONSTRUCTION, ENGINEERING DESIGN/SURVEY (10%), CE&I (10%), AND CONTINGENCY (30%).

*COST DOES NOT INCLUDE RIGHT OF WAY ACQUISITION.



- | | |
|---|--|
|  PROPOSED SIDEWALK |  CURB/GUTTER DEFERRAL |
|  SCHOOLS |  SIDEWALK DEFERRAL |
|  PARKS | |



LOCATION K - STADIUM BLVD

AT CARRIAGE LANE N

IMPROVEMENT PRIORITIZATION = 3

PURPOSE

CONNECT EXISTING SIDEWALK CREATING A SAFE PEDESTRIAN ROUTE TO JASON'S WOODLAND HILLS PARK

REQUIRED IMPROVEMENTS

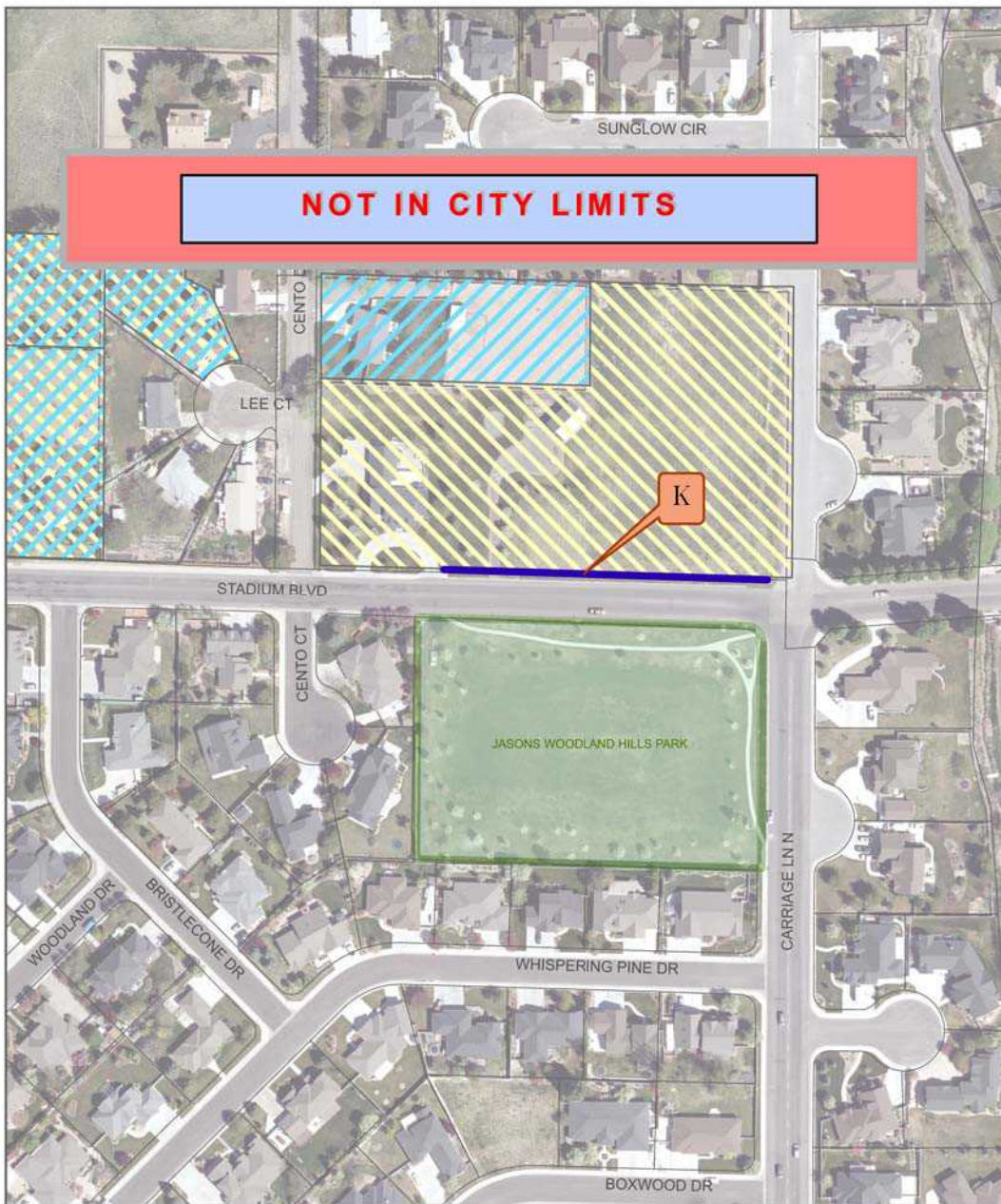
- * 310' OF SIDEWALK
- * 35' OF CURB/GUTTER
- * COMMUNICATION BOXES TO BE RELOCATED
- * 1 ADA RAMPS
- * MTP ROW DEVIATION TO MATCH EXISTING SIDEWALK

ESTIMATED COST \$78,000

*COSTS INCLUDE CONSTRUCTION, ENGINEERING DESIGN/SURVEY (10%), CE&I (10%), AND CONTINGENCY (30%).

*COST DOES NOT INCLUDE RIGHT OF WAY ACQUISITION.

NOT IN CITY LIMITS



- | | |
|-------------------|----------------------|
| PROPOSED SIDEWALK | CURB/GUTTER DEFERRAL |
| SCHOOLS | SIDEWALK DEFERRAL |
| PARKS | |

CITY OF TWIN FALLS

2021 SIDEWALK MASTER PLAN



LOCATION L - FALLS AVE E

EAST OF MADRONA ST N TO MOUNTAIN VIEW DR

IMPROVEMENT PRIORITIZATION = 13

PURPOSE

PROVIDE A SAFE PEDESTRIAN ROUTE TO SAWTOOTH ELEMENTARY, TWIN FALLS HIGH SCHOOL, CITY POOL, AND CASCADE PARK

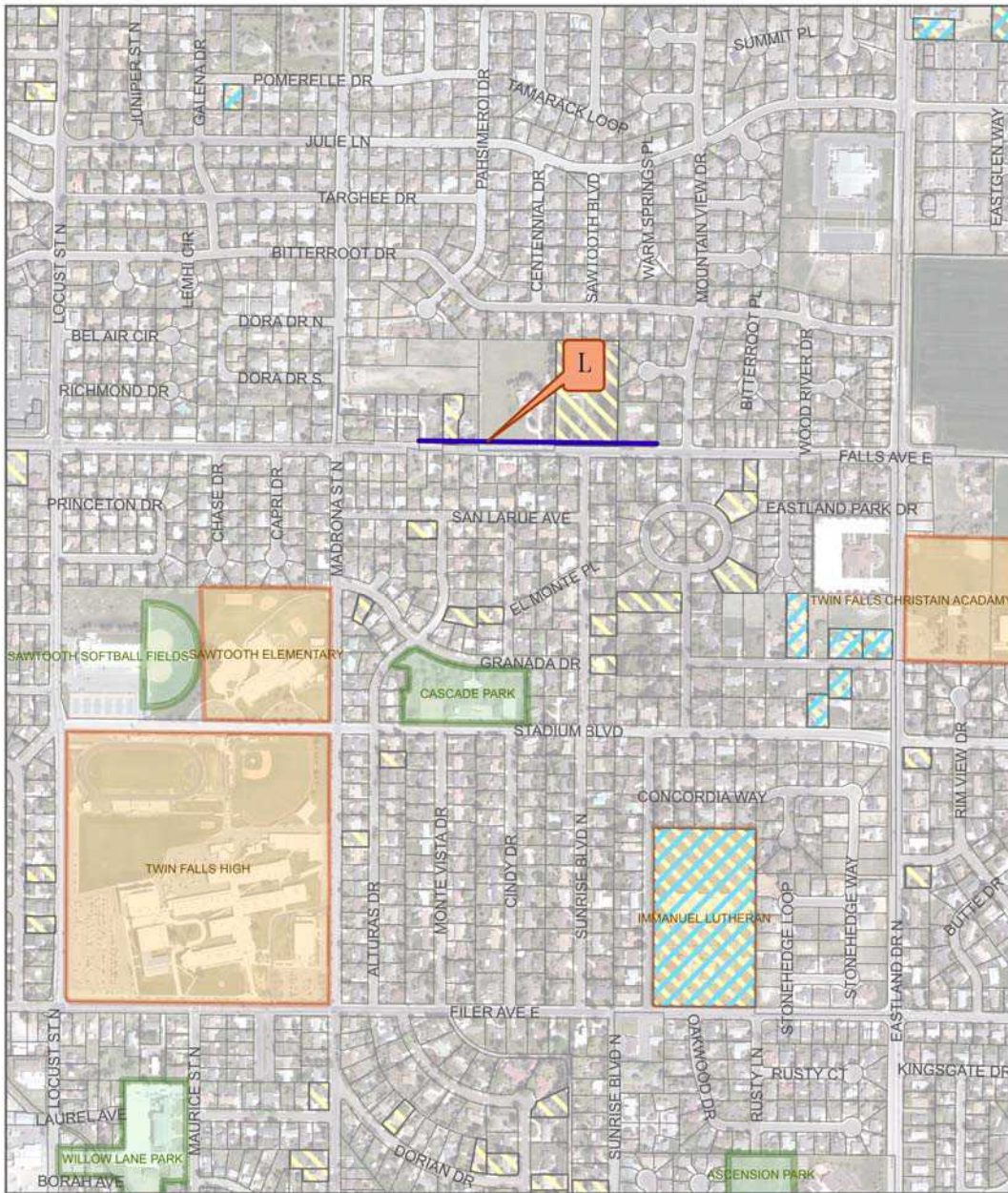
REQUIRED IMPROVEMENTS

- * 1130' OF SIDEWALK
- * POWER POLE RELOCATION
- * TREE REMOVAL
- * MTP ROW DEVIATION TO MATCH EXISTING SIDEWALK
- * IRRIGATION STRUCTURES
- * COMMUNICATION BOXES TO BE RELOCATED
- * DEDICATION OF RIGHT OF WAY

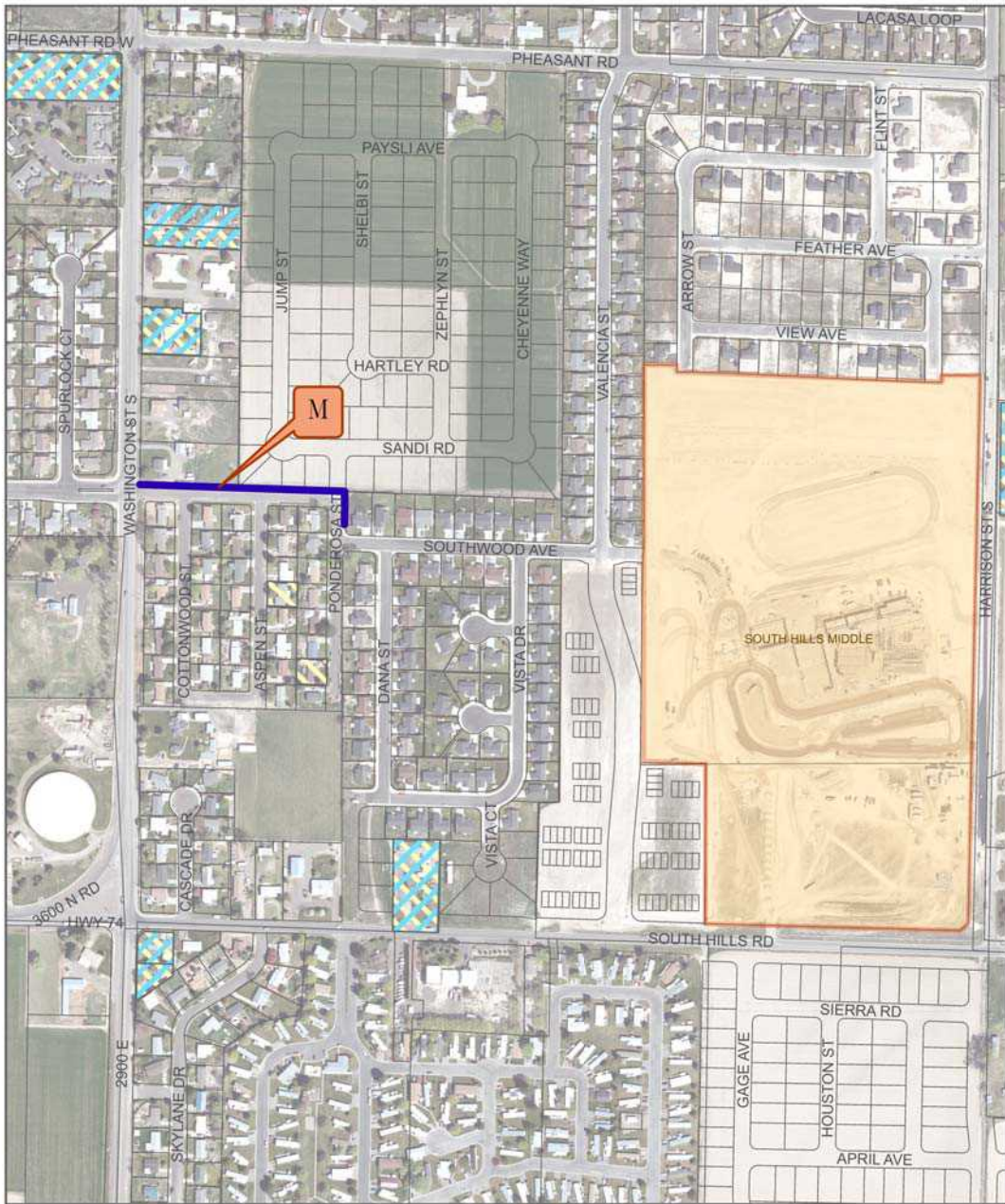
ESTIMATED COST \$178,000

*COSTS INCLUDE CONSTRUCTION, ENGINEERING DESIGN/SURVEY (10%), CE&I (10%), AND CONTINGENCY (30%).

*COST DOES NOT INCLUDE RIGHT OF WAY ACQUISITION.



- | | |
|-------------------|----------------------|
| PROPOSED SIDEWALK | CURB/GUTTER DEFERRAL |
| SCHOOLS | SIDEWALK DEFERRAL |
| PARKS | |



- | | |
|---|--|
|  PROPOSED SIDEWALK |  CURB/GUTTER DEFERRAL |
|  SCHOOLS |  SIDEWALK DEFERRAL |
|  PARKS | |

CITY OF TWIN FALLS

2021 SIDEWALK MASTER PLAN



LOCATION M - SOUTHWOOD AVE

WASHINGTON ST S TO PONDEROSA ST

IMPROVEMENT RANKING = 8

PURPOSE

PROVIDE A SAFE PEDESTRIAN ROUTE TO SOUTH HILLS MIDDLE SCHOOL

REQUIRED IMPROVEMENTS

- * 725' OF SIDEWALK
- * 630' OF CURB/GUTTER
- * 3 ADA RAMPS
- * IRRIGATION STRUCTURE

ESTIMATED COST \$349,000

*COSTS INCLUDE CONSTRUCTION, ENGINEERING DESIGN/SURVEY (10%), CE&I (10%), AND CONTINGENCY (30%).

*COST DOES NOT INCLUDE RIGHT OF WAY ACQUISITION.



LOCATION N - LOCUST ST

KIMBERLY RD TO 4TH AVE E

IMPROVEMENT PRIORITIZATION = 11

PURPOSE

PROVIDE A SAFE PEDESTRIAN ROUTE TO HARMON PARK

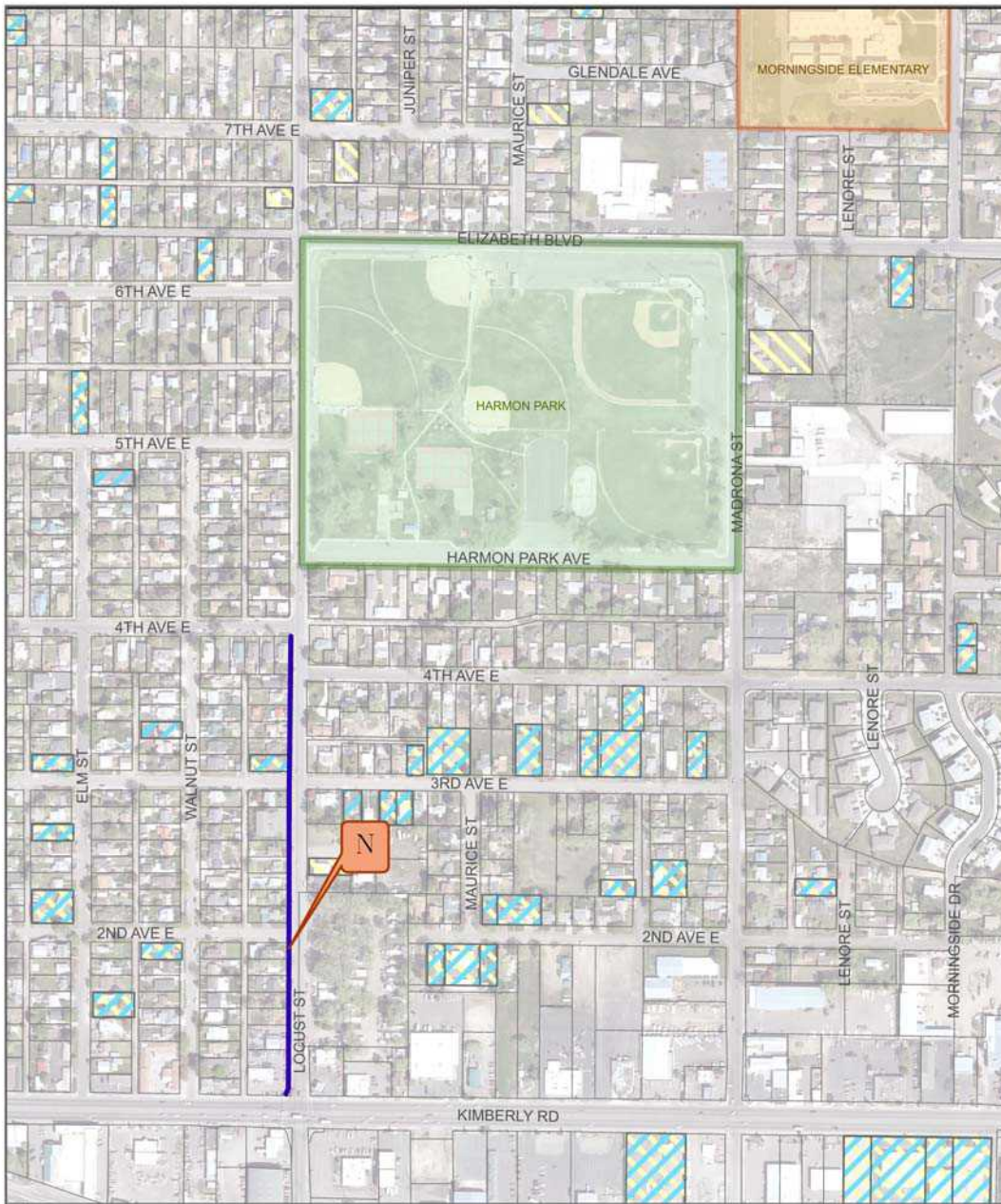
REQUIRED IMPROVEMENTS

- * 975' OF SIDEWALK
- * 6 ADA RAMP
- * VALLEY GUTTERS TO BE REPLACED
- * MTP ROW DEVIATION TO MATCH EXISTING SIDEWALK
- * POWER POLE RELOCATION
- * IRRIGATION STRUCTURES

ESTIMATED COST \$305,000

*COSTS INCLUDE CONSTRUCTION, ENGINEERING DESIGN/SURVEY (10%), CE&I (10%), AND CONTINGENCY (30%).

*COST DOES NOT INCLUDE RIGHT OF WAY ACQUISITION.



- | | |
|-------------------|----------------------|
| PROPOSED SIDEWALK | CURB/GUTTER DEFERRAL |
| SCHOOLS | SIDEWALK DEFERRAL |
| PARKS | |

CITY OF TWIN FALLS

2021 SIDEWALK MASTER PLAN



LOCATION 0 - STADIUM BLVD

SUNRISE BLVD TO EAST OF MOUNTAIN VIEW DR

IMPROVEMENT PRIORITIZATION = 15

PURPOSE

PROVIDE A SAFE PEDESTRIAN ROUTE TO SAWTOOTH ELEMENTARY, TWIN FALLS HIGH SCHOOL, THE CITY POOL, AND CASCADE PARK

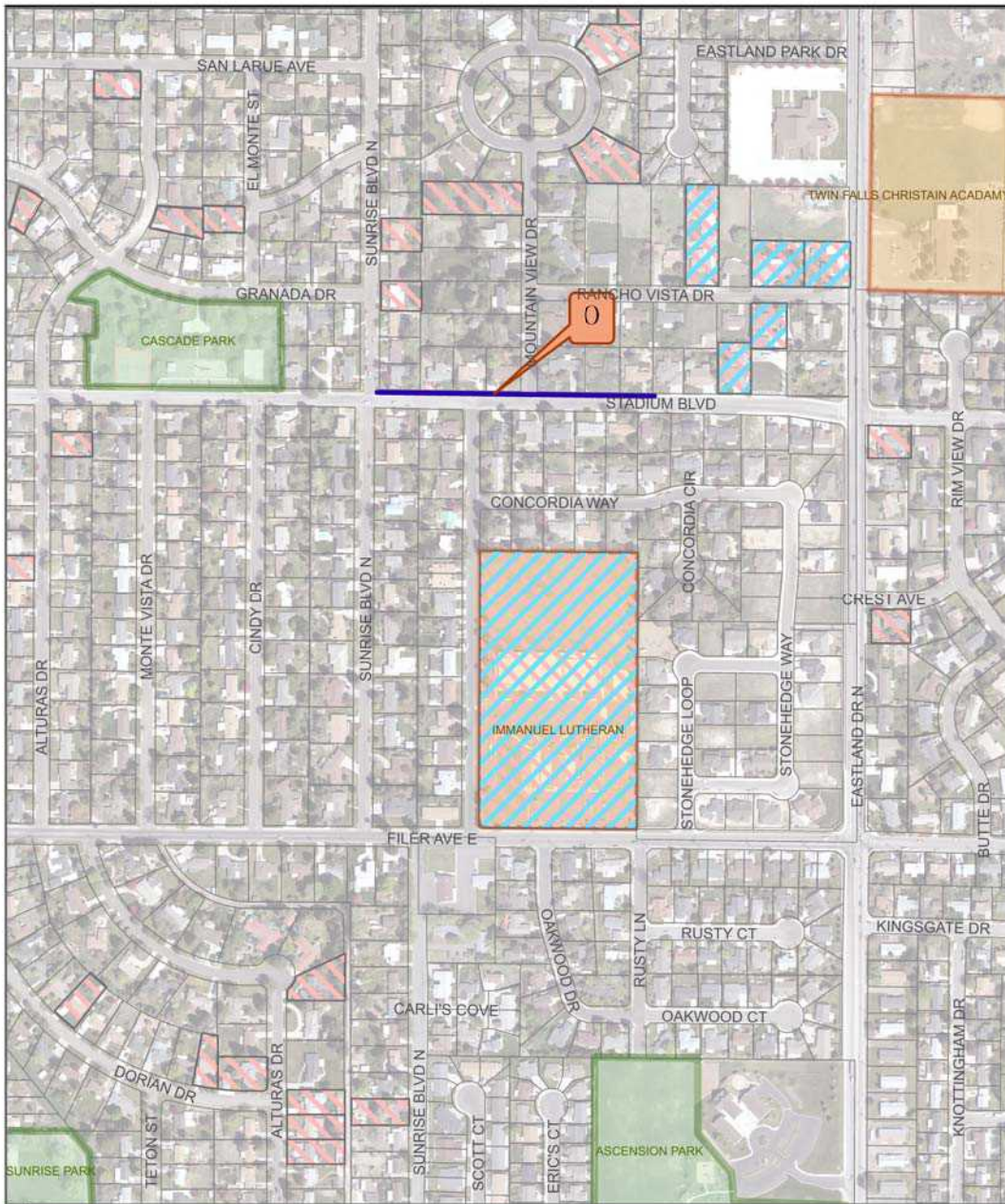
REQUIRED IMPROVEMENTS

- * 820' OF SIDEWALK
- * 75' OF CURB/GUTTER
- * 4 ADA RAMPS
- * STREET LIGHT TO BE RELOCATED
- * MTP ROW DEVIATION TO MATCH EXISTING SIDEWALK

ESTIMATED COST \$489,000

*COSTS INCLUDE CONSTRUCTION, ENGINEERING DESIGN/SURVEY (10%), CE&I (10%), AND CONTINGENCY (30%).

*COST DOES NOT INCLUDE RIGHT OF WAY ACQUISITION.





CITY OF TWIN FALLS

2021 SIDEWALK MASTER PLAN



LOCATION P - SPARKS ST

NORTH OF CASWELL AVE W TO SOUTH OF PERRINE
ELEMENTARY ENTRANCE

IMPROVEMENT PRIORITIZATION = 2

PURPOSE

CONNECT EXISTING SIDEWALK CREATING A SAFE
PEDESTRIAN ROUTE TO I.B. PERRINE ELEMENTARY

REQUIRED IMPROVEMENTS

- * 75' OF SIDEWALK
- * 75' OF CURB/GUTTER
- * MTP ROW DEVIATION TO MATCH EXISTING SIDEWALK
- * DEDICATION OF RIGHT OF WAY

ESTIMATED COST \$13,000

*COSTS INCLUDE CONSTRUCTION, ENGINEERING
DESIGN/SURVEY (15%), CE&I (10%), AND CONTINGENCY (30%).

*COST DOES NOT INCLUDE RIGHT OF WAY ACQUISITION.



- | | |
|-------------------|----------------------|
| PROPOSED SIDEWALK | CURB/GUTTER DEFERRAL |
| SCHOOLS | SIDEWALK DEFERRAL |
| PARKS | |



- | | |
|---|--|
|  PROPOSED SIDEWALK |  CURB/GUTTER DEFERRAL |
|  SCHOOLS |  SIDEWALK DEFERRAL |
|  PARKS | |

CITY OF TWIN FALLS

2021 SIDEWALK MASTER PLAN



LOCATION Q - EASTLAND DR N

EASTLAND DR N BETWEEN SOUTH TEMPLE DR AND NORTH TEMPLE DR

IMPROVEMENT PRIORITIZATION = 7

PURPOSE

CONNECTS EXISTING AND PROPOSED SIDEWALK CREATING A SAFE PEDESTRIAN ROUTE TO CANYON RIM TRAIL

REQUIRED IMPROVEMENTS

- * 275' OF 6' WIDE DETACHED SIDEWALK
- * DEDICATION OF RIGHT OF WAY
- * POWER POLE RELOCATION

ESTIMATED COST \$39,000

*COSTS INCLUDE CONSTRUCTION, ENGINEERING DESIGN/SURVEY (10%), CE&I (10%), AND CONTINGENCY (30%).

*COST DOES NOT INCLUDE RIGHT OF WAY ACQUISITION.



- | | |
|---|--|
|  PROPOSED SIDEWALK |  CURB/GUTTER DEFERRAL |
|  SCHOOLS |  SIDEWALK DEFERRAL |
|  PARKS | |

CITY OF TWIN FALLS

2021 SIDEWALK MASTER PLAN



LOCATION R - CASTLEFORD ST N

CASTLEFORD ST N SW OF 3RD AVE N

IMPROVEMENT PRIORITIZATION = 5

PURPOSE

PROVIDE A SAFE PEDESTRIAN ROUTE FROM LINCOLN ELEMENTARY SCHOOL CROSSWALK

REQUIRED IMPROVEMENTS

- * 125' OF SIDEWALK
- * 125' OF CURB AND GUTTER
- * TREE REMOVAL
- * FIRE HYDRANT RELOCATION
- * 2 ADA RAMPS

ESTIMATED COST \$73,000

*COSTS INCLUDE CONSTRUCTION, ENGINEERING DESIGN/SURVEY (10%), CE&I (10%), AND CONTINGENCY (30%).

*COST DOES NOT INCLUDE RIGHT OF WAY ACQUISITION.

CITY OF TWIN FALLS

2021 SIDEWALK MASTER PLAN



LOCATION S - NORTH COLLEGE RD W

NORTH COLLEGE RD W BETWEEN WASHINGTON ST N
AND MONACO ST

IMPROVEMENT PRIORITIZATION = 1

PURPOSE

PROVIDE A SAFE PEDESTRIAN ROUTE TO CANYON RIDGE
HIGH SCHOOL AND CSI

REQUIRED IMPROVEMENTS

* 230' OF SIDEWALK

ESTIMATED COST \$6,000

*COSTS INCLUDE CONSTRUCTION, ENGINEERING
DESIGN/SURVEY (10%), CE&I(10%), AND CONTINGENCY (30%).

*COST DOES NOT INCLUDE RIGHT OF WAY ACQUISITION.



- | | |
|-------------------|----------------------|
| PROPOSED SIDEWALK | CURB/GUTTER DEFERRAL |
| SCHOOLS | SIDEWALK DEFERRAL |
| PARKS | |



Date: Monday, February 8, 2021
To: Honorable Mayor and City Council
From: Jon Caton, Public Works Director, Public Works Director

PRESENTATION

Request:

Sidewalk Grant Presentation & Update.

Time Estimate:

15 Minutes plus time for Council questions.

Background:

The City's Sidewalk Grant program is entering its fifth year. The program has shown great benefit to the citizens of Twin Falls and continues to grow and evolve. The program officially began in FYE2017, was modified in January 2019 to include commercial properties and expanded incentives for residential properties. Staff would like to present a status update to Council and request feedback on proposed changes to the program. Proposed changes include: Title 10 Exemptions, clarification on ADA Ramp eligibility, and Testing Requirements. Staff would also like to verify with Council, that as the program evolves, the original spirit is preserved and remains in alignment with the Strategic Plan and Council's direction.

Approval Process:

NA

Budget Impact:

Annual approved Budget in Streets is \$150,000

Regulatory Impact:

2018 Strategic Plan Focus Area #4: Accessible Community

History:

Analysis:

Conclusion:

Attachments:

None



Date: Monday, February 8, 2021
To: Honorable Mayor and City Council
From: Mitch Humble, Deputy City Manager

PRESENTATION

Request:

Proposed amendments to the City's special event permit process.

Time Estimate:

The staff presentation will take between 10 and 15 minutes. Some time will be needed for discussion and feedback from the Council.

Background:

As you know, City staff members have been working on amendments to City Code, Title 3 for the last year or so. One of the Chapters in Title 3 in need of some revision is Chapter 6, Special Events. We have identified some changes that we'd like to discuss and get some Council feedback about. In addition, we also have some questions regarding the direction to take on some other items.

Approval Process:

There is no action being requested for this item. It is only a presentation and an opportunity for the Council to provide some direction.

Budget Impact:

There is no significant budget impact associated with this presentation.

Regulatory Impact:

There is no decision being requested for this item, so there will be no regulatory impact.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council discuss and provide feedback regarding our special event permit process.

Attachments:

None