



Twin Falls City Council Agenda

Monday, March 15, 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 March 8, 2021, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve the Accounts Payable for March 4 thru 10, 2021.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to waive the building permit and plan review fees for the remodel at Twin Falls County West located at 640 Addison W.
By: Matthew Long, Building Official
 - d) **ACTION ITEM:** Request to approve the Findings of Fact and Conclusions of Law: Fieldwood Subdivision No. 2 Final Plat
By: Jonathan Spendlove, Planning & Zoning Director
 - e) **ACTION ITEM:** Request to terminate an Airport Hangar Ground Lease with Steve Shotwell, Trustee of Richard Shotwell, Trust.
By: William Carberry, Airport Manager
 - f) **ACTION ITEM:** Request to terminate a Ground Lease with Darrell Lewis.
By: William Carberry, Airport Manager
 - g) **ACTION ITEM:** Request to approve a New Ground Lease for Mark and Tammy Boring.
By: William Carberry, Airport Manager
- 5) ITEMS OF CONSIDERATION
 - a) **ACTION ITEM:** Proposed Resolution - Setting forth our respect for, and support of, Constitutional Rights in the City of Twin Falls.
By: Shayne Nope, City Attorney

- b) **ACTION ITEM:** Request made by Angel Esquivel to approve a Special Events Application for The Potters House 180 Concert event.
By: Chief of Police Craig Kingsbury, Twin Falls Police Department
- c) **ACTION ITEM:** Request to hold the Shoshone Falls After Dark at Shoshone Falls Park nightly during May 1-31, 2021.
By: Chief of Police Craig Kingsbury, Police Department
- d) **ACTION ITEM:** Request approval to award the Falls and Madrona St. Traffic Signal project to Electric 1 West, Inc.
By: Jesse Schuerman, Staff Engineer
- 6) GENERAL PUBLIC INPUT
- 7) ADVISORY BOARD REPORT/ANNOUNCEMENTS
- 8) PUBLIC HEARINGS: None
- 9) ADJOURNMENT
 - a) **ACTION ITEM:** ADJOURN TO EXECUTIVE SESSION §74-206 (1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.

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

Public Input Procedures

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

Public Hearing Procedures for Zoning Requests

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



Twin Falls City Council Minutes

Monday, March 8, 2021, 5:00 PM

Council Chambers
203 Main Avenue East- Twin Falls, Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

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

Absent: Council Member Craig Hawkins

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Mitch Humble, City Attorney Shayne Nope, Police Chief Craig Kingsbury, Fire Chief Les Kenworthy, City Planner Lisa Strickland, P&Z Director Jonathan Spendlove, City Planner Ian Zollinger, Finance Administrative Assistant Amy Luna.

Vice Mayor Pierce called the meeting to order at 5:00 PM. A quorum was present.

2) PLEDGE OF ALLEGIANCE:

Vice Mayor Pierce invited all present, who wished, to recite the Pledge of Allegiance to the Flag.

3) PROCLAMATIONS: None

4) CONSENT CALENDAR

MOTION: Mayor Hawkins moved to approve the Consent Calendar Items 4A & 4C as presented. **Council Member Barigar** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0

MOTION: Council Member Barigar moved to approve the Consent Calendar Items 4B as presented. **Council Member Reid** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 5 to 0 with **Mayor Hawkins** abstaining.

- a) Request to approve the Accounts Payable for February 24 thru March 3, 2021.
- b) Request to approve March 01, 2021, City Council Minutes.
- c) Request for final plat approval for the Fieldwood Subdivision No. 2, approximately 1.49 (+/-) acres to develop five (5) lots on property located at 1085 Cheney Drive West c/o EHM Engineers, Inc. on behalf of Brad Wills. (PZ21-0020)

5) ITEMS OF CONSIDERATION

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

Discussion ensued on the following: None.

MOTION: Council Member Boyd moved to approve the request from the Historic Preservation Commission to amend Chapter 3.5 Signage in the Downtown/City Park Design Guidelines. (PZ20-0135). **Council Member Lanting** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- b) Request to adopt Ordinance #O-2021-003 for the Vacation of Easements for the property located at 287 & 292 River Vista Place.

P&Z Director Spendlove requested to adopt **Ordinance #O-2021-003** for the Vacation of Easements for property located at 287 & 292 River Vista Place.

Discussion ensued on the following: None.

MOTION: Council Member Barigar made a motion to suspend the rules and place **Ordinance #O-2021-003** on third and final reading by title only under suspension of the rules. **Council Member Reid** seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

MOTION: Council Member Lanting moved to approve the request to adopt **Ordinance #O- 2021-003** for the Vacation of Easements for property located at 287 & 292 River Vista Place. **Council Member Barigar** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- c) Request to adopt Ordinance #O-2021-004 for the Zoning District Change and Zoning Map Amendment for property located at 287 & 292 River Vista Place.

P&Z Director Spendlove requested to adopt **Ordinance #O-2021-004** for the Zoning District Change and Zoning Map Amendment for property located at 287 & 292 River Vista Place.

Discussion ensued on the following: None.

MOTION: Council Member Boyd made a motion to suspend the rules and place **Ordinance #O-2021-004** on third and final reading by title only under suspension of the rules. **Council Member Reid** seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

MOTION: Council Member Reid moved to approve the request to adopt **Ordinance #O- 2021-004** for the Zoning District Change and Zoning Map Amendment for property located at 287 & 292 River Vista Place. **Council Member Barigar** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- d) Request to adopt Ordinance #O-2021-005, repealing and replacing the Adopting Ordinance from 1980.

City Attorney Nope requested to adopt **Ordinance #O-2021-005**, repealing and replacing the Adopting Ordinance from 1980.

Discussion ensued on the following: None.

MOTION: Council Member Reid moved to amend **Ordinance #O-2021-005** section 2, to changing "Office of the City Clerk" to "Office of the City Manager". **Council Member Barigar** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

MOTION: Council Member Barigar made a motion to suspend the rules and place **Ordinance #O-2021-005** on third and final reading by title only under suspension of the rules. **Council Member Reid** seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

MOTION: Mayor Hawkins moved to approve the request to adopt **Ordinance #O-2021- 005**, repealing and replacing the Adopting Ordinance from 1980, as amended. **Council Member Boyd** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- e) Request to purchase a *CXT Precast Concrete Products* restroom using a cooperative purchasing agreement with Sourcewell.

Deputy City Manager Humble requested to purchase a CST Precast Concrete Products restroom using a cooperative purchasing agreement with Sourcewell.

Discussion ensued on the following:

Council Member Lanting: Clarified the park name.

Council Member Barigar: How does this cooperative purchasing agreement work? Has the price been updated since the last purchase?

MOTION: Council Member Reid moved to approve the request to purchase a CXT Precast Concrete Products restroom using a cooperative purchasing agreement with Sourcewell for \$144,255. **Council Member Boyd** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- f) Request to purchase real property for the construction of a new Fire Station #3.

Deputy City Manager Humble requested to purchase real property for the construction of a new Fire Station.

Discussion ensued on the following:

City Manager Rothweiler: Clarified the potential partnership option.

Council Member Barigar: Would this jeopardize the offer that is on the property if we were to entertain the partnership option. Spoke in favor of the partnership. Asked for clarification on the motion.

Vice Mayor Pierce: What is the anticipated closing date. Is it feasible to put together the partnership before the closing?

Council Member Boyd: Are we far enough into the plan to know where we want the fire station and if there is enough land to go into the partnership?

MOTION: Council Member Lanting moved to approve the request to purchase real property (8.43 acres) in the amount of \$950,000.00, from cash reserves, for the construction of a new Fire Station #3. **Council Member Reid** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

6) GENERAL PUBLIC INPUT

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

Council Member Barigar reported that the Chamber, St. Luke's, and South-Central Health will be hosting another town hall virtual meeting regarding the COVID-19 vaccinations, Wednesday, March 10, 2021, at 3:00 p.m.

Council Member Lanting reported on receiving his COVID shots.

City Manager Rothweiler reported on upcoming meetings.

8) PUBLIC HEARINGS

9) ADJOURNMENT

The meeting adjourned at 05:40 PM



Date: Monday, March 15, 2021
To: Honorable Mayor and City Council
From: Matthew Long, Building Official

ACTION ITEM

Request:

Request to waive the building permit and plan review fees for the remodel at Twin Falls County West located at 640 Addison W.

Time Estimate:

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

Background:

Twin Falls County Board of County Commissioners is proposing the construction\remodel of the existing 3rd floor level of the County West building. This project will require the issuance of a building permit. The permit has been requested, and the fees for the permit have been estimated at \$12,708.71 for the building permit and plan review fees. Twin Falls County Board of County Commissioners has submitted a letter (see attached) requesting that the City waive these building permit and plan review fees.

The City has granted these fee waivers in the past for the County. We have a strong relationship with the County. We recognize that the City and County share the same taxpayers. In an effort to save our shared taxpayers money, staff recommends that the City Council approve the request to waive the building permit and plan review fees for the proposed.

Approval Process:

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

Budget Impact:

Should the Council approve this request, the City will forgo the collection of \$12,708.71 in building permit and plan review fee revenue pertaining to permit #21-0455.

Regulatory Impact:

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

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the City Council approve the request to waive the building permit and plan review fees for Twin Falls County as presented.

Attachments:

1. Twin Falls County West 3rd Floor Remodel fee waiver03042021

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

Mr. Mitch Humble
City of Twin Falls
203 Main Avenue East
Twin Falls, Idaho 83301



Re: Twin Falls County West 3rd Floor Remodel

Mr. Mitch Humble,

Twin Falls County respectfully requests that the City of Twin Falls waive the building permit fee in the approximate amount of \$12,708.91 for the Twin Falls County West 3rd Floor Remodel. This is a remodel of our existing facility and no square footage will be added therefore there should be no Impact Fees.

In addition, we request that the County be allowed to handle the plan review and inspection for a small remodel project in the commissioner's meeting room here at County West.

Twin Falls County has worked with the City of Twin Falls in the past through a collaborative effort that led to the successful completion of the Twin Falls County Jail Expansion in an extremely condensed time frame. As a result of this collaborative effort overcrowding at the jail has for the time being been eliminated. These facts coupled with the reduced permit fees benefited all taxpayers in the city and county.

We have enjoyed this partnership and hope that the relationship can continue.

Thank you in advance for your consideration of this request.

Sincerely


Jack Johnson
Chairman


Robert Beer
Facilities Director



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:	)	
	)	
<u>Final Plat Application,</u>	)	FINDINGS OF FACT,
	)	
<u>Fieldwood Subdivision No. 2</u>	)	
<u>Brad Wills</u>	)	CONCLUSIONS OF LAW,
<u>c/o EHM Engineers, Inc.</u>	)	
	)	AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on Monday, March 8, 2021 for consideration of the final plat of the Fieldwood Subdivision No. 2, approximately 1.49 (+/-) acres to develop five (5) lots on property located at 1085 Cheney Drive West, and the City Council having heard testimony from interested parties, having received written Findings from the Planning and Zoning Commission and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has requested approval of the final plat of the Fieldwood Subdivision No. 2, approximately 1.49 (+/-) acres to develop five (5) lots on property located at 1085 Cheney Drive West.
2. The property in question is zoned R-2 pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Town Neighborhood in the duly adopted Comprehensive Plan of the City of Twin Falls.
3. The existing neighboring land uses in the immediate area of this property are: to the north, Cheney Drive West; to the south, Residential; to the east, Residential; to the west, Fieldstream Way/Residential.
4. The City Engineering Office has reviewed the final plat and has approved the proposed street accesses and public utility extensions, subject to availability of such services at the time of development. The developer will pay all costs of public improvements, including but not limited to streets, curb gutter and sidewalks, sewer, water and pressurized irrigation systems. The proposed development includes dedication of additional right-of-way in compliance with the Master Street Plan.

Based on the foregoing Findings of Fact and the regulations and standards set forth below, the City Council hereby makes the following

CONCLUSIONS OF LAW

1. The final plat of the Fieldwood Subdivision No. 2, approximately 1.49 (+/-) acres to develop five (5) lots on property located at 1085 Cheney Drive West is in conformance with the objectives of the zoning ordinance and the policy for developments in Twin Falls City Code §10-1-4. Specifically, the land can be used safely for building purposes without danger to health or peril from fire, flood or other menace, proper provision has been made for drainage, water sewerage and capital improvements including schools, parks, recreation facilities, transportation facilities and improvements, all existing and proposed public improvements conform to the Comprehensive Plan.

2. The final plat is in conformance with the Comprehensive Plan as required by Twin Falls City Code §10-12-2.3(H)(2)(a).

3. Public services are currently available to accommodate the proposed development, as required by Twin Falls City Code §10-12-2.3(H) (2) (b). Public services may not be available at the time of development, depending upon the speed of development of this and other subdivisions and the ability of the City to obtain additional water and/or sewer capacity.

4. The development of streets, sewer, water, irrigation, dedication of park land and other public improvements at the cost of the developer will not adversely affect any capital improvement plan and will integrate with existing public facilities, as required by Twin Falls City Code §10-12-2.3(H)(2)(c).

5. There is sufficient public financial capability of supporting services for the proposed development, as required by Twin Falls City Code §10-12-2.3(H)(2)(d).

6. There are no other health, safety or environmental problems associated with the proposed development that were brought to the City Council's attention, per Twin Falls City Code §10-12- 2.3(H)(2)(e).

7. The final plat is in conformance with the Preliminary Plat. Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

The request for approval of the final plat of the Fieldwood Subdivision No. 2, approximately 1.49 (+/-) acres to develop five (5) lots on property located at 1085 Cheney Drive West is hereby granted, subject to final technical review by the City Engineer's Office and subject to the conditions which are attached as "Exhibit No.

A", and incorporated by reference as though fully set forth herein. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"EXHIBIT NO. A"

1. Subject to final technical review and amendments as required by the City Building, Engineering, Fire and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.



Date: Monday, March 15, 2021
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Consent Calendar

Termination of Ground Lease

Request:

Consideration of a request to terminate a ground lease agreement with **Steve Shotwell, Trustee of Richard Shotwell, Trust**.

Background:

The airport has been working with **Steve Shotwell** to develop the attached termination of ground lease agreement due to his desire to sell the hangar and terminate the ground lease with the airport. The hangar will be sold to **CS Homes, LLC, Darrell and Cindy Schmidt** and the airport will prepare a new ground lease for them.

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

Budget Impact: The approval will allow for the airport to transfer the parcel to a new lease and receive the ground rent.

Regulatory Impact: The termination agreement allows the airport to end one lease and issue a new lease for the parcel.

Conclusion:

Staff recommends that the City Council approve the request for an Airport ground lease termination agreement with **Steve Shotwell, Trustee of Richard Shotwell, Trust** and authorize the Mayor to sign the agreement.

Attachments: Airport Ground Termination Agreement:

Steve Shotwell, Trustee of Richard Shotwell, Trust

TERMINATION OF AIRPORT LEASE AGREEMENT

THIS AGREEMENT is made effective the 30th day of September 2020, by and between **CITY OF TWIN FALLS** and **COUNTY OF TWIN FALLS**, hereinafter referred to as "Lessors," and **STEVE SHOTWELL, TRUSTEE OF RICHARD SHOTWELL, TRUST**, hereinafter referred to as "Lessee."

WHEREAS, the parties hereto entered into an Airport Lease Agreement ("Lease") effective October 1, 2005 for the Premises described as Block 7, Lot 9 consisting of 7,200 square feet at Joslin Field – Magic Valley Regional Airport; and,

WHEREAS, Lessee has requested that the lease agreement be terminated, and a new lease issued to Darrell and Cindy Schmidt for the Premises effective October 1, 2020;

NOW THEREFORE, the parties agree as follows:

1. The Airport Lease Agreement effective October 1, 2005 is terminated effective September 30, 2020.
2. In consideration for the issuance of a new lease to CS Homes, LLC for the Premises effective October 1, 2020, Lessee warrants and affirms that Lessee is in compliance with all terms of the existing lease.

IN WITNESS WHEREOF, the Lessor and Lessee execute this agreement.

Lessors:
City of Twin Falls, Idaho

Suzanne Hawkins – Mayor
Date: _____

Lessee:

Steve Shotwell, Trustee
Date: 2/23/21

Twin Falls County

Don Hall – Commissioner
Date: 12-21-20



Date: Monday, March 15, 2021
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Consent Calendar

Termination of Ground Lease

Request:

Consideration of a request to terminate a ground lease agreement with **Darrell Lewis**.

Background:

The airport has been working with **Darrell Lewis** to develop the attached termination of ground lease agreement due to his desire to sell the hangar and terminate the ground lease with the airport. The hangar will be sold to **Mark and Tammy Boring** and the airport will prepare a new ground lease for them.

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

Budget Impact: The approval will allow for the airport to transfer the parcel to a new lease and receive the ground rent.

Regulatory Impact: The termination agreement allows the airport to end one lease and issue a new lease for the parcel.

Conclusion:

Staff recommends that the City Council approve the request for the Airport ground lease termination agreement with **Darrell Lewis** and authorize the Mayor to sign the agreement.

Attachments: Airport Ground Termination Agreement:

Darrell Lewis

TERMINATION OF AIRPORT LEASE AGREEMENT

THIS AGREEMENT is made effective the 5th day of January 2021, by and between **CITY OF TWIN FALLS** and **COUNTY OF TWIN FALLS**, hereinafter referred to as "Lessors," and **DARRELL LEWIS doing business as LEWIS AVIATION**, hereinafter referred to as "Lessee."

WHEREAS, the parties hereto entered into an Airport Lease Agreement ("Lease") effective August 1, 2006 for the Premises described as Block 4, Lot 1 consisting of 6,536 square feet at Joslin Field – Magic Valley Regional Airport; and,

WHEREAS, Lessee has requested that the lease agreement be terminated, and a new lease issued to Mark and Tammy Boring for the Premises effective January 5, 2021;

NOW THEREFORE, the parties agree as follows:

1. The Airport Lease Agreement effective August 1, 2006 and any amendments thereto, is terminated effective January 5, 2021.
2. In consideration for the issuance of a new lease to Mark and Tammy Boring for the Premises effective January 5, 2021, Lessee warrants and affirms that Lessee is in compliance with all terms of the existing lease.

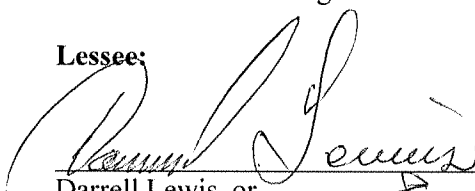
IN WITNESS WHEREOF, the Lessor and Lessee execute this agreement.

Lessors:
City of Twin Falls, Idaho

Mayor, City Council

Date: _____

Lessee:



Darrell Lewis, or
Authorized Agent of Lewis Aviation

Date: FEB 24 2021

Twin Falls County

Chairman, County Commissioners
Date: _____



Date: Monday, March 10, 2021
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Consent Calendar

New Ground Lease

Request:

Consideration of a request to approve an airport private hangar ground lease with **Mark and Tammy Boring**.

Background:

The airport has terminated the hangar ground lease for **Darrell Lewis. Mark and Tammy Boring** have purchased the hangar and we would like to issue them a new ground lease.

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

Budget Impact: The approval will allow for the airport to receive the ground rent & fees associated with the parcel.

Regulatory Impact: The airport's ground lease agreements are prepared by the City Attorney and terms of the agreement are wide ranging in the requirements to protect the interests of both parties. The agreements are also subordinate to the federal, state, and local laws and regulations required of the airport and the tenants.

Conclusion:

Staff recommends that the City Council approve the request for the Airport ground lease agreement with **Mark and Tammy Boring** and authorize the Mayor to sign the agreement.

Attachments:

Airport Ground Lease with Mark and Tammy Boring

AIRPORT LEASE AGREEMENT – PRIVATE HANGAR

THIS AIRPORT LEASE AGREEMENT – PRIVATE HANGAR (“Lease”) is made effective the January 5, 2021, by and between the **CITY OF TWIN FALLS, IDAHO**, and **COUNTY OF TWIN FALLS**, hereinafter referred to as “Lessors,” and **MARK BORING** and **TAMMY BORING**, husband and wife, hereinafter referred to as “Lessee.”

The parties hereto agree as follows:

1. **Description of Property.** In consideration of the rental specified below, the Lessors hereby lease to the Lessee the below-described property, hereinafter called the “Premises”:

Block 4, Lot 1 consisting of 6,536 square feet at Joslin-Field – Magic Valley Regional Airport (“Airport”), as depicted on Exhibit A attached hereto.

2. **Inspection of the Premises.** Lessee acknowledges and agrees that Lessee has inspected the Premises, is thoroughly familiar with its condition and accepts the Premises in its present condition, and further acknowledges and agrees that Lessors has not made, and does not hereby make, any representations, warranties, or covenants of any kind or character whatsoever with respect to the condition of the Premises, either express or implied, and, in addition, Lessee hereby represents that Lessee is not relying on any warranties, promises, guaranties, or representations made by Lessors or anyone acting or claiming to act on behalf of Lessors in leasing the property. Lessee is satisfied with the condition of the property and leases the Premises “AS IS” for all purposes, including all unknown environmental problems and latent defects

3. **Use of Premises.** Lessee may use and occupy the leased Premises for the sole purpose of the construction, maintenance and operation of an aircraft hangar facility. The facility must be used primarily for aviation purposes, with other private purposes allowed concurrently. The Premises herein leased is to be used solely for the personal use of the Lessee and Lessee’s property. Commercial operations are not authorized. Lessee is prohibited from developing residential living quarters on the Premises. Further, Lessee shall not permit any person to use any part of the Premises for either permanent or temporary residential purposes. The unauthorized use or development of residential living quarters on the Premises shall be an event of default and Lessors may declare this Lease and/or any noncomplying subleases null and void.

4. **Term of Lease.** The initial term (the “Term”) of this Lease shall commence on January 5, 2021, and end on the September 30, 2045. At the expiration of the initial term, Lessee may extend this Lease for one (1) additional fifteen (15) year period on such terms and conditions as the parties may agree, after giving written notice to Lessors three hundred sixty-five (365) days prior to the expiration of the initial term. If no agreement is reached as to terms and conditions prior to the expiration of the initial term, this Lease shall terminate as provided herein.

In the event Lessee shall continue to occupy the leased Premises beyond the initial term of the Lease or any extension thereof or the parties are unable to agree as to the terms and conditions of any renewal, continued occupancy of the Premises by Lessee shall not constitute a renewal or extension of the Lease, but shall create a tenancy from month-to-month on the same terms and conditions of the expired initial term, which tenancy may be terminated at any time by Lessors giving thirty (30) days written notice to Lessee.

5. **Rent.**

(a) **Rent.** The parties agree that rent for the period October 1, 2021 through September 30, 2022 is \$980.40. The rent was calculated by multiplying the base rent rate effective October 1, 2021 of \$.15 per square foot per year by 6,536 square feet.

(b) Rent Escalation. The parties agree that rent for the Premises shall be subject to escalation on October 1 of each year following the commencement of this Lease. For purposes of determining future rents, the base rent payment effective October 1, 2021 shall be \$.15 per square foot per year (Annual index base period for 2003 of 184.0=100). The annual change in the rent payment shall be directly proportional to the percent change in the Annual Average Consumer Price Index (CPI) for all urban consumers (CPI-U, U. S. City Average, all items, unadjusted basis, index base period (1982-84=100)). For example, the base rent change effective October 1, 2021 was calculated as follows:

Annual CPI-U Index for 2020		258.811
Less Annual CPI-U Index for 2019		(255.657)
Change in Annual Index		3.154
Divided by Annual Index for 2019	255.657	
Equals		0.012
Which is a percentage change of		1.2%
Prior rent per square foot (effective 10/1/2020)		0.148
Multiplied by current percentage change	1.2%	0.002
New rent per square foot (effective 10/1/2021)		\$ 0.15

Future rents shall be calculated in accordance with the above formula. The rent payment shall be increased each October 1 if there is a positive percent change, but never decreased; provided, however, if the rent increase in any given year exceeds five percent (5%), then the proposed rent increase shall be presented to the City Council for hearing and approval pursuant to I.C. § 63-1311A.

In the event that the Consumer Price Index becomes unavailable during the term of this lease or any renewal, the parties agree that its closest successor index in the judgment of Lessors shall be applied to calculate the annual rent payment.

6. Right of Access. Throughout the Term and any extension or renewal thereof, Lessee shall have the nonexclusive right of ingress and egress to the Premises by way of access roads, runways, taxiways, and aprons pursuant to applicable Federal Aviation Administration rules and regulations and rules and regulations promulgated by Lessors. Lessee hereby agrees not to use the runways, taxiways, and aprons or access roads in such a manner as to obstruct or prevent others from the right of use or travel.

7. Outside Storage. Lessee is prohibited from storing any personal property outside the buildings on the Premises except operable equipment and vehicles owned by Lessee. Such storage shall comply with all city, county and state codes and National Fire Protection Association Standard 409. Business or commercial storage of any kind is strictly prohibited.

8. Utilities. Throughout the Term, Lessee agrees to pay for all water, gas, electricity, power and other utilities used on the Premises.

9. Premises Improvements.

A. Maintenance. Lessee shall have sole responsibility for maintenance of the Premises. All personal property, including buildings and structures, on the Premises, shall be at the risk of Lessee. Lessee shall keep and maintain the Premises and all improvements thereon, in good and substantial repair and condition, including the exterior thereof, and shall make all necessary repairs and alterations thereto.

Lessee shall provide proper containers for trash and garbage, and shall keep the Premises free and clear of rubbish, debris, litter and weeds. In the event that Lessors determines that Lessee has failed to comply with the terms of this Section, Lessors may, but shall have no obligation to, take such action as is required by this Section, and charge Lessee the actual cost incurred to comply with this Section or a reasonable fee for the services.

Snow removal on the Premises is the sole responsibility of Lessee. Snow removal may be performed by Lessors as a courtesy to Lessee on a fee or non-fee basis unless Lessee instructs Lessors in writing that Lessee does not desire to have Lessors remove snow. Lessors may cease to provide snow removal to Lessee or snow removal may not be provided on a particular occasion at Lessors' sole discretion.

Lessee shall not permit parking on the Premises unless the parking areas have been excavated to the proper subgrade and backfilled with an amount of gravel as specified by Lessors. Lessee shall keep the Premises in good maintenance and repair, and further agrees to repair at Lessee's sole cost and expense, all property, ground, runways, taxiways, and any and all property belonging to Lessors, that is damaged by Lessee in maintaining or operating on the Premises.

Lessee shall also have sole responsibility for the maintenance of the access apron adjacent to the Premises, if any, that provides the Premises with access to airport taxiways. Lessee shall be liable for any claim, liability, loss, or damage arising by reason of the injury to or death of any person or persons or by reason of damage to any property, caused by the condition of the access apron, or the acts or omissions of Lessee, its agents, invitees, licensees, subtenants, assignees, occupants and users of the Premises or any person in or on the access apron with the express or implied consent of the Lessee. Lessee shall indemnify and hold the Lessors harmless from all such liability.

In the event that Lessee's personal property is damaged by Lessors' equipment or personnel, Lessors agrees to pay Lessee for the damages incurred.

B. Construction. Lessee shall not alter, replace, demolish or add to existing facilities or construct new facilities on the Premises, or make any contract therefor, without first demonstrating compliance with the Airport Development Guidelines in effect or as hereinafter adopted and procuring Lessors' written consent.

In the event that Lessee desires to alter, replace, demolish, or add to existing improvements or construct new improvements on the Premises, all alteration, replacement, demolition, addition or new improvement final plans and specifications, site-use plans and architectural renderings thereof shall be submitted to, and approved by Lessors, and the Federal Aviation Administration, if applicable, prior to the commencement of any construction. Demolition and construction of the alterations, replacements or additions to existing improvements must be substantially completed within one (1) year of the date of Lessors' approval and fully completed within eighteen (18) months of the date of Lessors' approval. The demolition of existing buildings and all alterations, replacements, additions and new facilities shall comply with the laws and ordinances relating thereto. All work with respect to any alterations, additions, or new improvements must be done in a good and workmanlike manner and diligently prosecuted to completion. Lessee shall see to it that such construction shall not cause dust outside the Premises or be a nuisance to any other Lessee.

C. Damage or Destruction of Premises Improvements. If any improvement upon the Premises is damaged or totally destroyed, Lessors shall give Lessee written notice of such damage or destruction. Lessee shall commence repair or restoration of the improvement within six

(6) months from the date of such notice and complete the repair or restoration within one (1) year from the date of such notice. If Lessee fails to comply with the terms of this Section, Lessors shall have the option of demolishing the damaged or destroyed improvement at the expense of Lessee.

D. Relocation or Removal of Improvements. Lessors, in its sole discretion, reserves the right to further develop or improve the Airport facilities and property, including the right to cause any structure or improvement to be removed or relocated on the Airport, as Lessors sees fit, to take any action Lessors considers necessary to protect the instrument approaches of the Airport against obstructions, to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of Lessors would limit the usefulness of the Airport or constitute a hazard to aircraft.

In the event Lessors elects to have a structure or improvement owned by Lessee removed or relocated, Lessors shall give Lessee six (6) months prior notice and offer Lessee an alternative site if in the opinion of Lessors, a suitable site is available on Airport property. If no alternate site is offered or Lessee chooses not to relocate, this Lease may be terminated by either party.

If Lessors exercises its right under this Section to cause Lessee to remove its hangar from the Premises and relocate it to another location on the Airport, Lessors agrees to pay Lessee the cost of relocating the hangar. If Lessors causes Lessee to remove its hangar from the Airport, Lessors agrees to pay Lessee the fair market value of Lessee's hangar, at which time the hangar shall become the property of Lessors.

10. Liens. Lessee shall keep the Premises free and clear of any and all liens in any way arising out of the construction, improvement or use of the Premises by Lessee.

11. Taxes and Assessments. Lessee shall pay all assessments of any kind levied against the Premises during the Term of this Lease and any extension thereof. Further, Lessee shall promptly pay any personal property taxes and assessments of any kind levied against Lessee's personal property as the same becomes due.

12. Fire Hazards. Lessee shall not do anything on the Premises or bring or keep anything thereon that will increase the risk of fire, or which will conflict with the regulations of the Twin Falls City Fire Department.

13. Waste Prohibited. Lessee shall not commit any waste or damage to the Premises hereby leased nor permit any waste or damage to be done thereto.

14. Compliance With Law. Lessee agrees to comply with all municipal, state and federal laws, rules, regulations and ordinances. Lessee further agrees to comply with all current Joslin Field - Magic Valley Regional Airport Rules and Regulations, Minimum Standards, and applicable sections of the Airport Security Plan now in existence, or as hereafter adopted and/or amended during the Term of this Lease. By signing this agreement, Lessee acknowledges receipt of a current copy of the Airport Rules and Regulations.

15. Indemnity - Hazardous Substances. Lessee shall not engage, and shall not permit its agents, subtenants, assignees or others under its control to engage, in an operation on the Premises or related airport facilities that involves the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of "hazardous substances" or "hazardous wastes," without the prior written consent of Lessors, which may be withheld or granted in Lessors' sole discretion.

As used herein, the term "hazardous substance" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state of Idaho or the United States government, including but not limited to (A) any substance designated pursuant to section 311(b)(2)(A) of the Federal Water Pollution Control Act [33 U.S.C.

1321(b)(2)(A)], (B) any element, compound, mixture, solution, or substance designated pursuant to 42 U.S.C 9602, (C) any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act [42 U.S.C. 6921] (but not including any waste the regulation of which under the Solid Waste Disposal Act [42 U.S.C. 6901 et seq.] has been suspended by Act of Congress), (D) any toxic pollutant listed under section 307(a) of the Federal Water Pollution Control Act [33 U.S.C. 1317(a)], (E) any hazardous air pollutant listed under section 112 of the Clean Air Act [42 U.S.C. 7412], and (F) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to section 7 of the Toxic Substances Control Act [15 U.S.C. 2606]. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of this Section, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). The term "hazardous substance" is not only defined as aforementioned, but as federal, state and local laws, regulations and ordinances may be amended from time to time in the future, and including all regulations promulgated pursuant thereto. The term "environmental law(s)" as used herein shall include, without limitation, the foregoing listed laws, regulations and ordinances and state analogs of such laws.

Lessee shall indemnify, defend and save Lessors harmless from all cleanup costs, investigation and monitoring costs, costs to provide alternative sources of drinking water to neighbors, property damage costs, injury/health-related costs, litigation costs (including, but not limited to attorney's fees, accountant's fees, consultant's fees, costs on appeal, expert witness costs), losses and damages related to third parties, all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges of hazardous substances or wastes by Lessee, its employees, agents, invitees, licensees, subtenants or assignees and others under its control, in or about the Premises and related airport facilities or arising under or on account of any environmental law or similar applicable laws or regulations that occur during the Term of this Lease, and from all fines, suits, procedures, claims and actions of any kind arising out of Lessee's failure to provide all information and take all actions required by any federal, state or local authority, or arising out of Lessee's failure to cause its employees, agents, invitees, licensees, subtenants, assignees or others under its control to do the same. Lessee's obligations and liabilities under this Section shall survive the expiration or sooner termination of this Lease and continue so long as Lessors remain responsible for any spills or discharges of hazardous substances or wastes in or about the Premises that occur during the Term.

16. Care of Petroleum Products and Other Material by Lessee. Lessee shall handle, use, store and dispose of petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport Rules and Regulations. Lessee shall, at Lessee's own expense, comply with, and cause all its employees, agents, invitees, licensees, subtenants, assignees and others under its control on the Premises and related airport facilities to comply with, all local and state environmental laws, rules and regulations, the Comprehensive Environmental Response, Compensation & Liability Act (42 U.S.C. § 9601 *et seq.*), and all other applicable federal laws, rules and regulations, and any and all amendments thereto, or hereafter promulgated.

Lessee shall not cause or suffer to occur, a release, discharge, spillage, uncontrolled loss, seepage or filtration of oil or petroleum or chemical liquids or solids, liquid or gaseous products or hazardous substance as defined in Section 15 at, upon, under or within the Premises, or related airport facilities, including the storm sewer, or any contiguous real estate. Lessee shall not permit its employees, agents, invitees, licensees, subtenants, assignees or others under its control on the Premises and related airport facilities to engage in any activity that could lead to the imposition of liability under any environmental laws or similar applicable laws or regulations. Should "hazardous substances" and/or "hazardous wastes" be released, spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Lessee, its employees, agents, invitees, licensees, subtenants, assignees or others under its control on the Premises or related airport facilities, Lessee shall be responsible for the cleanup, containment and abatement of such contamination at Lessee's sole cost and expense. Should Lessee fail to do so, Lessors, at its option, but without obligation, may take any reasonable and appropriate action in Lessee's stead. Lessee shall pay the cost of such remedial action upon delivery to Lessee of an itemization of the costs incurred.

Lessee shall comply strictly and in all respects with the requirements of all applicable environmental laws and with all similar applicable laws and regulations and shall notify appropriate governmental agencies, Lessors and the Airport Manager promptly in the event of any spill or release, or hazardous substance upon the Premises or related airport facilities and shall promptly forward to the Lessors and the Airport Manager, copies of all orders, notices, permits, applications, or other communications and reports in connection with any such spill or release, or any other matters relating to environmental laws or related regulations or any similar applicable laws or regulations, as they may affect the Premises.

17. Hold Harmless. Lessee shall indemnify and hold the Lessors and the property of the Lessors, including the Premises, free and harmless from any and all claims, liability, loss, damage or expense, except in the event of the Lessors' sole negligence or willful misconduct, resulting from Lessee's occupation and use of the Premises and related Airport facilities and Lessee's business operations conducted at Joslin Field – Magic Valley Regional Airport, including any claim, liability, loss, or damage arising by reason of injury to or death of any person or persons or by reason of damage to any property caused by Lessee's business operations at Joslin Field-Magic Valley Regional Airport, the condition of the Premises, the condition of any of Lessee's improvements or personal property in or on the Premises or Airport related facilities, or the acts or omissions of any person in or on the Premises or Airport related facilities with the express or implied consent of the Lessee including but not limited to the Lessee, its employees, agents, invitees, licensees, subtenants, assignees, concessionaires, occupants and users of the Premises. Provided however, Lessee shall have no obligation to indemnify and hold the Lessors harmless for claims, liability, loss, damage or expense directly resulting from Lessors' negligence or willful misconduct except by way of liability insurance required in Section 18. Lessors shall not be liable for any personal injury or property damage which may be sustained by Lessee, its employees, agents, invitees, customers or other persons, that occurs on the Premises, or at Joslin Field – Magic Valley Regional Airport that are the direct result of the activities of the Lessee, its employees, agents, invitees, licensees, subtenants, assignees, concessionaires, occupants and users of the Premises, and Lessee agrees to indemnify and hold Lessors harmless from such liability.

Lessee hereby agrees with Lessors that Lessors shall not be liable for injury to Lessee's business or any loss of income there from or for damage to the property of Lessee, Lessee's

employees, invitees, customers, or any other person in or about the Premises or related Airport facilities for purposes of Lessee's business.

Further, the parties agree that Lessors shall not be liable for any damages arising from any act or neglect of any other tenant of Lessors.

18. Insurance. At all times during the Term of this Lease, Lessee shall, at its expense, keep property insurance in force insuring all the improvements on the Premises against loss and damage (including but not limited to coverage for damage due to fire, windstorm, hail, or other weather-related cause) in an amount sufficient to cover the replacement cost of all improvements, with Lessors designated as loss payee, as Lessors' interests may appear.

Lessee shall also maintain, at its expense, a policy of public liability insurance covering Lessee's occupation and use of the Premises at Joslin Field-Magic Valley Regional Airport, designating Lessors as an additional insured and protecting Lessors and Lessee against all claims for personal injury, death and property damage occurring upon, in or about the Premises and related Airport facilities relating to or arising out of Lessee's occupation and use of the Premises, with limits of at least \$1,000,000.00 combined single limit each occurrence for personal injury and property damage. All such insurance shall protect, hold harmless, and indemnify Lessors not only against any and all such liability, but also against all loss, expense and damage of any and every sort and kind, including costs of investigation, attorneys' fees and other costs of defense, subject to policy terms, conditions, limitations and exclusions. With respect to the coverages required in this Section, the parties agree that Lessee's policy or policies shall be primary to any other valid and collectible insurance available to Lessors.

The above required insurance shall be maintained with an insurance carrier, or insurance carriers, satisfactory to Lessors and shall not be subject to cancellation except after at least ten (10) days' prior written notice to Lessors. Lessee shall provide Lessors with copies of the policy or policies for said insurance, or duly executed certificate or certificates for the same, showing full compliance to date with the requirements of this Section, and shall at all times keep current policies or certificates on deposit with Lessors.

19. Security. Throughout the Term of this Lease and any extension or renewal thereof, Lessee shall have the use of, and access to, the Air Operations Area and agrees to comply with all federal security regulations.

20. Licenses, Fees and Permits. Lessee shall purchase and maintain all licenses and permits, and pay all fees required of Lessee, under any federal, state and local law or regulation to occupy and use the Premises at Joslin Field-Magic Valley Regional Airport.

21. Lessee's Default. Time and the strict and faithful performance of each and every one of the terms, covenants and conditions of this Lease is expressly made the essence of this agreement.

A. Events of Default. The following shall constitute a default of the Lease.

- i. Failure of Lessee to pay rent or any other charge within thirty (30) days after the same is due.
- ii. Failure of Lessee to comply with any term, covenant or condition of the Lease, other than specified in paragraph i above, within thirty (30) days after written notice by Lessors to Lessee specifying the nature of the term, condition or obligation breached.
- iii. Abandonment of the Premises for a period of ninety (90) consecutive days and Lessee's failure to reoccupy the Premises within ten (10) days after written notice by Lessors to Lessee of the abandonment.

Lessors shall be entitled to recover from Lessee the reasonable amount of attorney's fees and costs incurred by Lessors in determination of a breach and Lessors' notification of that breach to Lessee, which fees and costs shall be paid to Lessors within thirty (30) days after Lessee's receipt of Lessors' written demand therefor.

B. Remedies upon Default. If there is a default by Lessee under this Lease, Lessors may, at Lessors' election, either in law or equity, seek performance of the term, condition or obligation of this Lease or without further notice or demand, declare this Lease terminated and re-enter the Premises to repossess and enjoy the same.

C. Damages. In the event of termination, Lessors shall be entitled to recover as damages the reasonable costs of re-entry and reletting, including without limitation the reasonable attorney's fees and costs incurred to regain possession of the Premises, the cost of any clean up, refurbishing, removal of Lessee's improvements, fixtures and personal property, and to pay all other reasonable and necessary expenses or commissions paid by Lessors in re-leasing the Premises.

D. Cure. In the event of notification of a breach of any term, condition or obligation by Lessee and Lessee does in fact cure such breach, then and in that event Lessee shall pay all reasonable attorney's fees and costs incurred by Lessors in determination of the breach and notification of the breach to Lessee. If Lessee shall have defaulted in the performance of any (but not necessarily the same) terms, conditions or obligations for two or more times during any five-year-period during the Term or any renewal thereof, then such conduct shall, at the election of the Lessors, represent a separate event of default which cannot be cured by Lessee. Lessee acknowledges that the purpose of this provision is to prevent repetitive defaults which work a hardship upon Lessors and deprive it of timely performance by Lessee hereunder.

22. Lessee's duties upon Termination. In addition to the right to terminate this Lease as provided in Section 21, Lessors shall have a right to terminate this Lease upon thirty (30) days written notice for any of the following reasons:

A. If Lessors determines that the Premises is necessary or required for developing or maintaining the Airport or Lessors determines in accordance with the Airport Master Plan and FAA-approved Airport Layout Plan, to construct, repair, alter, develop or improve Magic Valley Regional Airport – Joslin Field, including but not limited to the buildings, parking, lighting, runways, airspace designation, which alteration, development or improvement requires Lessee to remove any structure from the leased Premises. If Lessors exercises its right under Section 23 to cause Lessee to remove Lessee's hangar from the Premises and relocate it to another location, Lessors agrees to pay Lessee the cost of relocating the hangar. If Lessors causes Lessee to remove its hangar from the Airport, Lessors agrees to pay Lessee the fair market value of Lessee's hangar, at which time the hangar shall become the property of Lessors.

B. If any federal, state or local court or authority mandates a change in the operations of the Airport facility which necessitates the removal of any structure on the leased Premises.

C. The permanent abandonment of the Airport as an air terminal.

D. The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control, or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to interfere with Lessee's use and enjoyment of the Premises for a period of at least ninety (90) days.

E. To terminate or amend this Lease to bring it into compliance with any requirements of the state of Idaho or the federal government to obtain or retain eligibility for government loans, grants, aid or funding.

F. Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

G. Lessee's failure to replace any improvements which may have been destroyed within the time allowed in Section 9C.

The parties agree that Lessors shall have no liability to Lessee for damages or costs incurred by Lessee if termination of this Lease occurs under paragraphs B through G.

23. Lessee's duties upon Termination or Expiration.

A. Lessee's Personal Property. Upon the termination or expiration of this Lease, Lessee agrees to remove all of Lessee's personal property at Lessee's sole cost and expense. All personal property shall be removed prior to the termination or expiration of this Lease.

B. Lessee's Improvements. All improvements, including but not limited to, all structures and buildings, shall be removed and the real property restored to a condition acceptable to Lessors within one hundred eighty (180) days of the termination or expiration of this Lease ("Removal Period). During the Removal Period, Lessee shall continue to pay Lessors rent for the Premises on a prorated daily basis which rent shall be due and payable on the 1st day of each month for the previous month.

C. Removal or Sale. Prior to and within the Removal Period, Lessee shall have the right to sell Lessee's personal property, including improvements, (hereafter collectively referred to as the "Property"), to a third party, however, the Property must be removed from the Premises or a new Lease executed with Lessors within the Removal Period. If Lessee fails to remove all the Property, and restore the Premises within the Removal Period, Lessors shall have the right, but not the obligation, to purchase the Property for the sum of One and No/100 (\$1.00) Dollar. Lessee agrees to execute all documents necessary to transfer title to the Property from Lessee to Lessors and thereafter Lessee shall have no further right, title or interest in the above-described Property and Lessors shall be entitled to possession and ownership of the Property. In the alternative, Lessors may remove the same and restore the Premises, at Lessee's sole cost and expense, which amount shall be due and payable to Lessors within thirty (30) days after Lessee's receipt of Lessors' demand therefor.

D. Environmental Condition. Lessee further agrees to surrender the Premises free from environmental contamination of any kind caused by Lessee, its employees, agents, invitees, licensees, concessionaires, subtenants, assignees, occupants and users of the Premises during the term of this Lease.

24. Lessee's Right To Terminate. Lessee shall have the right to terminate this Lease upon the following events:

A. default by Lessors in the performance of any covenant or agreement herein required to be performed by Lessors and Lessors' failure to cure said default within sixty (60) days after Lessee having first given Lessors written notice of the default;

B. permanent abandonment of the Airport; or,

C. a final court order prohibiting Lessee from conducting all of the permitted uses of the Premises described in this Lease.

25. Condemnation. In case of a taking by eminent domain ("Taking") by the United States of America, other than for temporary use, of either (a) the entire Premises, or (b) such a substantial part of the Premises as shall have the result that the portion of the Premises remaining after such Taking (even if restoration were made) will be economically unsuitable for the uses to which the Premises was put prior to the Taking, this Lease shall terminate as of the date of the

transfer of possession to the United States of America. In the event of a Taking of a portion of the Premises that is not a Total Taking, then and in that event this Lease shall remain in full force and effect as to the portion of the Premises remaining immediately after such Taking and rent shall be reduced on a square footage basis at the then applicable rental rate provided for in Section 5 of this agreement. In no event shall Lessors be liable to Lessee for any damages sustained by Lessee as a result of a taking by eminent domain by the United States of America.

Neither the execution of this Lease, nor any provision of this Lease shall affect in any way Lessors' right to condemn the Premises herein granted under its power of eminent domain.

24. Notices. All notices required to be given to each of the parties hereto under the terms of this Agreement shall be given by depositing a copy of such notice in the United States mail, postage prepaid and certified, return receipt requested, to the respective parties hereto at the following address:

Lessors: Joslin Field, Magic Valley Regional Airport
c/o City of Twin Falls
P.O. Box 1907
Twin Falls, Idaho 83303-1907

Lessee: Mark and Tammy Boring
PO Box 245
Twin Falls, ID 83303

or to such other address as may be designated in writing and delivered to the other party. All notices given by certified mail shall be deemed completed as of the date of mailing.

25. Nondiscrimination.

(a) Lessee, its successors in interest and assigns, hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to 49 C.F.R. Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) Lessee, its successors in interest and assigns, hereby covenants and agrees, as a covenant running with the land, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of any facilities on the Premises; (2) that in Lessee's construction of any improvements on, over, or under such land for the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be discriminated against and Lessee shall comply with all other requirements imposed by, or pursuant to, Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended; and, (3) that in the event of breach of any of the preceding nondiscrimination covenants, Lessor's shall have the right to terminate this Lease, and to re-enter and repossess the Premises and the facilities thereon, and hold the same as if said Lease had never been made or issued. In the event of noncompliance with the preceding nondiscrimination covenants, Lessee hereby authorizes Lessors to take such action as the federal government may direct to enforce

this covenant, and Lessee also authorizes the federal government to take appropriate action to enforce compliance, including the right to seek judicial enforcement.

Further, with respect to the Premises, Lessee agrees to undertake any corrective action or affirmative action required of Lessors or Lessee by the Federal Aviation Administration because of Lessee's actions or inactions.

26. Future Construction by Lessors. Lessors reserves the right to enter upon that portion of the leased Premises outside of the structures and perform whatever construction is necessary to provide a concrete or asphalt surface at no cost to the Lessee. Lessors also retains that portion of the leased Premises, outside the structures, as a general utility easement and any surface disturbed by the Lessors in constructing a utility shall be restored to its original condition by Lessors.

27. Inconvenience during Construction. Lessee recognizes that from time to time during the Term of this Lease it will be necessary for Lessors to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or interrupt operations at the Airport. Lessee agrees that no liability shall attach to Lessors, its officers, agents, employees, contractors, subcontractors, and representatives by reason of such inconveniences or interruption, and for and in further consideration of the premises, Lessee waives any right to claim damages, provided, however, that this waiver shall not extend to, or be construed to be a waiver of, any claim for physical damage to property resulting from Lessors' negligence or willful misconduct.

28. Non-exclusive Right. Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public at the Airport, and Lessors reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

29. Right of Inspection. Lessors reserves the right to inspect the Premises and all facilities located thereon to ensure compliance with this Lease.

30. Subordination. This Lease shall be subordinate to the provisions of any existing or future agreements between Lessors and the United States, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement of Lessors for federal funds for the development of the Airport.

31. Waiver. Waiver of a breach of any provision of this Lease by any party in any particular instance shall not be deemed a waiver of any other breach of this Lease.

32. No Partnership. Nothing contained in this Lease shall create or be construed as creating a partnership, joint venture, or employment relationship between Lessors and Lessee. Neither Lessors nor Lessee shall be liable, except as otherwise expressly provided in this Lease, for any obligations or liabilities incurred by the other. Lessee expressly agrees to indemnify and hold Lessors, and the property of the Lessors, including the Premises, free and harmless from any and all obligations and liabilities incurred by Lessee in conducting aviation-related activities or any other activities on the Premises.

33. Assignments and Subleases. Lessee may sublease Premises square footage for no more than one non-owned aircraft or assign the entire Lease, for the uses described in Section 3 after first obtaining Lessors' written consent. Said consent will not be unreasonably withheld.

After any permitted assignment, the assignee shall be considered the Lessee and accorded the rights conferred upon the assignor by this Lease. However, the assignor shall not be released from any past, present or future obligations under the terms of this Lease resulting from Lessee's occupation and use of the Premises and related Airport facilities prior to the effective date of the assignment.

Any sublease or assignment permitted must comply with the following terms and conditions:

- (i) all subleases and assignments must comply with the terms of this Lease;
- (ii) any sublease of hangar square footage must be used for the storage of one aircraft with other uses occurring concurrently;
- (iii) all subleases for private uses must comply with the terms of the standard lease agreement for private hangars approved for use at the Airport at the time of the sublease,
- (iv) no construction of additional facilities is allowed by a sublessee; and
- (vii) subleasing by a sublessee is prohibited.

34. Survival of Obligations. In the event of early termination of this Lease by either party as permitted under this Lease, neither party shall accrue any further obligations under this Lease as of the effective date of such early termination; provided, however, the obligations of a party that are expressly stated in a provision of this Lease as surviving expiration or sooner termination thereof shall continue in accordance with the terms of that Lease provision.

35. Attorney's Fees. In the event that any controversy relating to this Lease is brought in a court of law, including any bankruptcy or appeal proceeding, the prevailing party shall be awarded its attorney fees and costs.

36. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings between the parties relating to the subject matter. Any modifications or amendments to this agreement must be made in writing and signed by both parties, except modifications authorized under Section 5 herein.

IN WITNESS WHEREOF, Lessors and Lessee have executed this Airport Lease Agreement-Private Hangar, as of, but not necessarily on, the day and year first above written.

LESSORS:

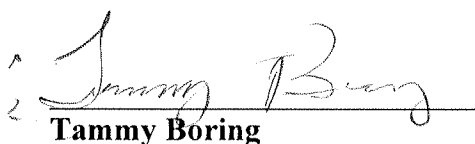
CITY OF TWIN FALLS

TWIN FALLS COUNTY

Mayor, City Council

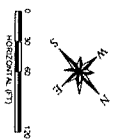
Chairperson, County Commissioners

LESSEE:

 : 

Mark Boring

Tammy Boring



		LEASE AREAS	
		LEASE AREA (sq ft)	LEASED AREA (sq ft)
BLK 0	LOT 1	1,000	1,000
	RESIDENTIAL SERVICE	6,177	6,177
	LOT 2	6,177	6,177
BLK 1	LOT 1	2,500	1,700
	LOT 2	2,500	1,700
	LOT 3	2,500	1,700
BLK 2	LOT 1	4,773	2,964
	LOT 2	4,773	2,964
	LOT 3	4,773	2,964
BLK 3	LOT 1	12,100	1,300
	LOT 2	12,100	1,300
	LOT 3	12,100	1,300
BLK 4	LOT 1	15,500	7,500
	LOT 2	15,500	7,500
	LOT 3	15,500	7,500
BLK 5	LOT 1	5,846	5,846
	LOT 2	5,846	5,846
	LOT 3	5,846	5,846
BLK 6	LOT 1	2,757	665
	LOT 2	2,757	665
	LOT 3	2,757	665
BLK 7	LOT 1	1,344	2,666
	LOT 2	1,344	2,666
	LOT 3	1,344	2,666
BLK 8	LOT 1	2,750	1,669
	LOT 2	2,750	1,669
	LOT 3	2,750	1,669
BLK 9	LOT 1	15,000	15,000
	LOT 2	15,000	15,000
	LOT 3	15,000	15,000
BLK 10	LOT 1	2,144	2,144
	LOT 2	2,144	2,144
	LOT 3	2,144	2,144

SHEET 2 OF 4	JOSLIN FIELD, MAGIC VALLEY REGIONAL AIRPORT LEASE AREAS	NORTHWEST LEASE AREA	REVISIONS <table> <tr> <th>NO</th><th>DATE</th><th>BY</th><th>DESCRIPTION</th></tr> <tr> <td>1</td><td>03/04/10</td><td>WHA</td><td>REVISED LOT 1 & 2 BLK 10 & 11A & 11</td></tr> <tr> <td>2</td><td>03/04/10</td><td>WHA</td><td>ADDED BLOCK 12 LOT 4</td></tr> <tr> <td>3</td><td>03/04/10</td><td>WHA</td><td>COMBINED LOT 5 & 6 & BLK 6</td></tr> </table>	NO	DATE	BY	DESCRIPTION	1	03/04/10	WHA	REVISED LOT 1 & 2 BLK 10 & 11A & 11	2	03/04/10	WHA	ADDED BLOCK 12 LOT 4	3	03/04/10	WHA	COMBINED LOT 5 & 6 & BLK 6	 RIEDESEL Engineering 200 Pacific Avenue Fresno, CA 93701 Phone: (209) 735-2446 Fax: (209) 734-2748
NO	DATE	BY	DESCRIPTION																	
1	03/04/10	WHA	REVISED LOT 1 & 2 BLK 10 & 11A & 11																	
2	03/04/10	WHA	ADDED BLOCK 12 LOT 4																	
3	03/04/10	WHA	COMBINED LOT 5 & 6 & BLK 6																	



Date: Monday, March 15, 2021
To: Honorable Mayor and City Council
From: Shayne Nope, City Attorney

ACTION ITEM

Request:

Proposed Resolution - Setting forth our respect for, and support of, Constitutional Rights in the City of Twin Falls.

Time Estimate:

15 Minutes

Background:

The City Council was approached by concerned citizens regarding the protection of our Constitutional rights. They asked the City Council to pass a resolution similar to the one passed by Twin Falls County.

Approval Process:

A simple majority is required to pass this resolution.

Budget Impact:

Regulatory Impact:

None

History:

Analysis:

Conclusion:

Should the council approve this resolution it will be recorded as Twin Falls City Resolution 2021-006.

Attachments:

1. 2021 - Constitutional Rights Resolution 2021-006

RESOLUTION NO. 2021-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TWIN FALLS, IDAHO, SETTING FORTH OUR RESPECT FOR,
AND SUPPORT OF, CONSTITUTIONAL RIGHTS IN THE
CITY OF TWIN FALLS.

The City of Twin Falls will continue to vigorously support and defend the Constitution of the United States and the Constitution of the State of Idaho.

WHEREAS, after gaining independence this nation adopted the United States Constitution as the supreme law of the land; and

WHEREAS, the United States of America is a constitutional republic, wherein the rights of the states and the people are ensured; and

WHEREAS, the first ten amendments to the Constitution, known as the Bill of Rights, were adopted with the purpose, as stated in its preamble, of “extending the ground of public confidence in the Government” to “best ensure the beneficent ends of its institution;” and

WHEREAS, freedom of speech, freedom of press, freedom of religion, the right to peaceably assemble, the right to due process under the law, and the right of the people to keep and bear arms are some of the many rights preserved in the Bill of Rights; and

WHEREAS, equal rights for men and woman and civil rights for all citizens regardless of race, color, religion, sex, or national origin are secured by the Constitution; and

WHEREAS, Idaho is a state within the United States and has full rights as a state; and

WHEREAS, on July 3, 1890, Idaho approved its Constitution, stating in the preamble, “We, the people of the State of Idaho, grateful to Almighty God for our freedom, to secure its blessings and promote our common welfare do establish this Constitution.”

WHEREAS, the Idaho State Constitution protects the rights of Idahoans to freedom of religious liberty, speech, assembly, and to keep and bear arms; and

WHEREAS, ALL RIGHTS contained in the United States Constitution and the Constitution of the State of Idaho are held in highest esteem by the City of Twin Falls; and

WHEREAS, the City Council of the City of Twin Falls opposes any law that infringes upon the constitutional rights of Twin Falls citizens; and

WHEREAS, the City Council of the City of Twin Falls has been approached by citizens who are opposed to any legislation proposed by the Idaho State Legislature, the Governor of Idaho, the United States Congress, or the President of the United States that would infringe upon the right of the people to keep and bear arms or would ban the possession and use of firearms,

magazines, ammunition, or accessories necessary to citizens of the City of Twin Falls for defense of life, liberty, and property; and

WHEREAS, those citizens have outlined their concern and opposition to any legislation considered by the Idaho State Legislature, the Governor of Idaho, the United States Congress, or the President of the United States that would require a specific firearms owner ID card, registration of firearms, or a tax on the possession of firearms or ammunition within the City of Twin Falls.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Twin Falls hereby affirms our oath of office to support and defend the Constitution of the United States and the Constitution of the State of Idaho.

BE IT FURTHER RESOLVED, the City Council of the City of Twin Falls opposes any efforts by any entity to infringe on the constitutional rights of the citizens of Twin Falls and will continue to defend and protect these constitutional rights.

BE IT FURTHER RESOLVED, the City Council of the City of Twin Falls encourages all Twin Falls citizens to exercise their right to vote in elections as guaranteed by the Constitution of the United States of America and the Constitution of the State of Idaho.

BE IT FURTHER RESOLVED, the City Council of the City of Twin Falls encourages the United States Congress and the Idaho Legislature to protect the freedoms of our citizens under the Constitution of the United States and the Constitution of the State of Idaho, to reject any proposed law or regulation that will infringe on or burden these freedoms or undermine the Constitution of the United States or the Constitution of the State of Idaho.

PASSED BY THE CITY COUNCIL: March 15, 2021.

SIGNED BY THE MAYOR: March ____, 2021.

MAYOR

ATTEST:

DEPUTY CITY CLERK



Date: Monday, March 15, 2021, Council Meeting

To: Honorable Mayor and City Council

From: Sergeant Ryan Howe, Twin Falls Police Department

Request:

Consideration of a request made by Angel Esquivel, representing The Potters House 180 Concert event. This event is a concert scheduled to be held at Twin Falls City Park on Saturday, June 19, 2021 from 1:00 p.m. to 10:00 p.m.

Time Estimate:

Due to this being a first-time event as well as the location and nature of this event, Staff requests it be placed with the regular agenda items.

Background:

Angel Esquivel, representing the Potters House 180 Concert, Twin Falls, has submitted a special events application to hold the Potters House 180 Concert event at the band shell and stage located at City Park. This event is scheduled for Sunday, June 19, 2021 from 1:00 p.m. to 10:00 p.m.

The Potters House 180 Concert has been described as a Rock, Rap and Drama show. This will be free to the general public. Setup for the event will begin at 1:00 p.m. with the concert starting at 5:00 p.m. It is anticipated that the concert will be finished by 9:00 p.m. and clean-up will be finished by 10:00 p.m.

This is the first time this event has been held at this location and the organizer has estimated 500 people will be in attendance.

There will be no alcohol sold or consumed at this event.

The event organizer will provide proof of insurance as required by Twin Falls City Code.

The organizer recognizes that this event is approved contingent upon current COVID 19 regulations and recommendations. The City of Twin Falls reserves the right to cancel or postpone this event for the safety of participants and the citizens of Twin Falls. If this event is approved, the organizer will take all required precautions to safeguard those attending the event and may be required to implement additional safety measures as deemed necessary by Twin Falls City Staff.

Approval Process:

Vote of the Council

Budget Impact:

Since no alcohol will be served at this event, Twin Falls Police Department Staff does not feel there is a need for the Twin Falls Police Department to provide security.

Regulatory Impact:

N/A

Conclusion:

Twin Falls Police Department Staff and several relevant City Staff members have approved this application request. Staff recommends that the City Council approve the Special Event Application based on the information provided.

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

Attachments:

None



Date: Monday, March 15, 2021, Council Meeting

To: Honorable Mayor and City Council

From: Sergeant Ryan Howe, Twin Falls Police Department

Request:

Request to hold the Shoshone Falls After Dark at Shoshone Falls Park nightly during May 1-31, 2021.

Time Estimate:

The presentation of this event will take approximately 5 minutes, allowing time for comments and questions.

Background:

Melissa Barry, representing Southern Idaho Tourism, has submitted a special events application requesting to hold the Shoshone Falls After Dark event at Shoshone Falls Park each night during May 1- May 31, 2021. This event will take place from 9:00 p.m. until approximately 11:30 p.m. on all nights during the month of May. Clean-up and closure will be completed by approximately 12:00 a.m.

Southern Idaho Tourism has requested to hold the Shoshone Falls After Hours event. The event consists of high-powered LED lights illuminating the Shoshone Falls. The lighted falls will be accompanied by pre-recorded, amplified music playing at the park. The lighting will be similar to lighting used at Niagara Falls. The event organizers have requested to empty the Shoshone Falls and Dierkes Lake parking lot prior to the lighting, which will begin at approximately 9:00 p.m. Vehicles will pay a fee at or near the ticket booth for entrance to the event. The event organizer has not provided the fee that they intend on charging for the event. Attendance at this event will be limited by the number of parking spaces available in the parking lot of Shoshone Falls Park. The event will be open to the public and will not require reservations. As vehicles leave the event, other vehicles will be allowed to enter. It is estimated that each vehicle will stay approximately 20 minutes.

There will be food and drink available for purchase at the park from a single vendor. Alcohol will not be served at this event.

Organizers of the event will not staff a booth for lost children or emergency medical services, but a private security company has been hired to help maintain security and safety around the canyon edge and in the area of the park. This security company is the same company used by the Twin Falls Parks Department for daytime security at Shoshone Falls Park and Dierkes Lake Park.

This event has been presented to encourage overnight stays and dining as well as other visitor spending in the City of Twin Falls and surrounding areas. The event organizer anticipates that the event will increase tourism revenue similar to the increases observed during the Lights and Lasers event.

Because this is a first time event, it is unknown if a traffic issue will be created by the vehicles waiting to enter the park and entrance being limited to the number of parking spaces available at Shoshone Falls Park. At this time, the staff does not recommend requiring event organizers to provide additional traffic control to allow for traffic to flow one way, both up and down Shoshone Falls Grade. If waiting vehicles create the need for traffic control measures to provide safety, this may be required during peak traffic flow times during the event.

The organizer recognizes that this event is approved contingent upon current COVID 19 regulations and recommendations. The City of Twin Falls reserves the right to cancel or postpone this event for the safety of participants and the citizens of Twin Falls. If this event is approved, the organizer will take all required precautions to safeguard those attending the event and may be required to implement additional safety measures as deemed necessary by Twin Falls City Staff.

Approval Process:

A majority vote of the Council is needed to approve the event. There is one issue that staff would ask Council to decide. The event organizer would like to close the park one hour prior to the typical closure of both Dierkes Lake Park and Shoshone Falls Park. They would also like to close a portion of the walking trail prior to the regular 11:00 p.m. closure. These closures are during the anticipated high-water flow time of the year and for the entire month of May. Is it acceptable to the Council to close the parks early to the public for this special event?

Budget Impact:

There will be no anticipated city resources used for the event other than the Park and its facilities. The event organizers have agreed to pay for security services including blocking the walking trail, restricting entry to the park and closing the park after event. The event organizer will pay for additional trash removal and portable toilets as needed. Because the event organizer has requested the park be closed 1 hour prior to the normal park closure time, there may be a slight loss of revenue to the city of Twin Falls from those who may have used the parks and paid the entrance fee. There may also be issue with season pass holders and daily pass holders who have pre-purchased entrance into the park based on the typical 10:00 pm closure.

Regulatory Impact:

N/A

Conclusion:

Staff recommends the approval of the event provided resolution on the closure of the parks and equitable fee assessment be reached between the event organizer and the City of Twin Falls.

Attachments:

N/A



Date: Monday, March 15, 2021
To: Honorable Mayor and City Council
From: Jesse Schuerman, URA Engineer, Staff Engineer

ACTION ITEM

Request:

Request approval to award the Falls and Madrona St. Traffic Signal project to Electric 1 West, Inc.

Time Estimate:

5 minutes

Background:

At the February 10, 2020 meeting, Council authorized Staff to go forward with the design of the signal. Following a Traffic Study, Engineering determined the Signal was warranted based on intersection traffic volumes and 5 year crash history. Another factor was the number of pedestrians using the crosswalk to attend the three schools in the vicinity. Since the meeting, the signal has been designed and Staff has coordinated with the property owners and utilities to prepare the area for the construction of the signal.

Staff advertised and put the project out for bid earlier this year. On March 8th we opened one qualified bid from Electric 1 West, Inc. for \$490,906.55. Attached is the Bid Tab and Engineering Estimate. On top of the cost of the initial bid, Staff would like to request a 15% contingency authorization so Engineering will be able to pay for testing and inspection services along with any unforeseen change order costs. Therefore the total requested authorized funds will be \$564,542.53.

Staff would like the Mayor to sign the Notice of Award. Allow Staff to gather needed bonding and contract documents from Electric 1 West, Inc; then authorize Engineering Staff to sign the agreement and issue a notice to proceed.

Approval Process:

Requires Council Approval

Budget Impact:

\$564,542.53 out of street impact fee reserves.

Regulatory Impact:

n/a

History:

n/a

Analysis:

n/a

Conclusion:

Staff recommends that Council authorize the Mayor sign the Notice of award authorize Engineering Staff to sign the agreement and issue a Notice to Proceed.

Attachments:

1. ISPWC-00510 Notice of Award2010.FINAL
2. Bid Tab (1)

Notice of Award

Date: 3-15-2021

Project: Falls Ave. and Madrona St. Traffic Signal

Owner: City of Twin Falls

Owner's Contract No.: EN-1604

Contract:

Engineer's Project No.: 20004

Bidder: Electric 1 West, Inc

Bidder's Address: *268 Victory Ave.*

Twin Falls, ID 83301

You are notified that your Bid dated 3/8/2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for \$490,906.55

2 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

1 digital copy of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [2] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Twin Falls

Owner

By:

Authorized Signature

Mayor

Title

Copy to Engineer

(Use Certified Mail, Return Receipt Requested)

Bid Tab

Falls Ave & Madrona St. Intersection

Engineers Estimate

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
201.4.1.C.1	REMOVAL OF OBSTRUCTIONS	1	JOB	LUMP SUM	\$10,000.00
202.4.1.A.1	EXCAVATION (PLAN QUANTITY)	546	CY	\$16.00	\$8,736.00
202.4.5.A.1	UNSUITABLE MATERIAL EXCAVATION	50	CY	\$30.00	\$1,500.00
706.4.1.A.5	STANDARD 6" VERTICAL CURB & GUTTER	356	LF	\$40.00	\$14,240.00
706.4.1.B.1	CONCRETE VALLEY GUTTER	9	LF	\$65.00	\$585.00
706.4.1.C.3	CURB TURN FILLETS AND BACKFILL	584	SF	\$50.00	\$29,200.00
706.4.1.E.1	CONCRETE SIDEWALK, 4" THICKNESS	246	SY	\$110.00	\$27,060.00
706.4.1.F.1	CONCRETE DRIVEWAY APPROACH	44	SY	\$110.00	\$4,840.00
706.4.1.G.1	CONCRETE REPAIR	6	SY	\$110.00	\$660.00
706.4.1.H.1.A	PEDESTRIAN RAMP W/ DETECTABLE WARNING DOMES, TYPE A	5	EA	\$2,200.00	\$11,000.00
706.4.1.H.1.B	PEDESTRIAN RAMP W/ DETECTABLE WARNING DOMES, WITH NO	1	EA	\$2,200.00	\$2,200.00
801.4.1.B.1	3" MINUS UNCRUSHED AGGREGATE BASE (PLAN QUANTITY)	187	TON	\$35.00	\$6,545.00
802.4.1.B.1	CRUSHED AGGREGATE FOR BASE TYPE I (PLAN QUANTITY)	140	TON	\$50.00	\$7,000.00
810.4.1.A.1	PLANT MIX PAVEMENT - SUPERPAVE SP-3 (PLAN QUANTITY)	31	TON	\$120.00	\$3,720.00
1006.4.1.C.1	INLET PROTECTION	2	EA	\$200.00	\$400.00
1101.4.1.A.1	TRAFFIC SIGNAL	1	JOB	LUMP SUM	\$305,000.00
1103.4.1.B.1	TRAFFIC CONTROL SIGNS	333	SF	\$10.00	\$3,330.00
1103.4.1.C.1	TRAFFIC CONTROL BARRICADES, TYPE III	4	EA	\$100.00	\$400.00
1103.4.1.H.1	PORTABLE TUBULAR MARKERS	200	EA	\$25.00	\$5,000.00
1103.4.1.I.1	TRAFFIC CONTROL FLAGGERS	80	MH	\$31.00	\$2,480.00
1103.4.1.J.1	TRAFFIC CONTROL MAINTENANCE	60	MH	\$40.00	\$2,400.00
2010.4.1.A.1	MOBILIZATION (12%)	1	JOB	LUMP SUM	\$59,478.60
2020.4.1.F.1	REFERENCE AND RESET MONUMENTS	2	EA	\$500.00	\$1,000.00
SP 09000	CONSTRUCTION SURVEY	1	JOB	LUMP SUM	\$15,000.00
SP 11400	OBLITERATE PAVEMENT MARKINGS	1373	SF	\$8.00	\$10,984.00
SSP 06013	SWPPP PREPARATION AND STORM WATER MANAGEMENT	1	JOB	LUMP SUM	\$3,000.00
SSP 08120	ASPHALT REPAIR - ARTERIAL & COLLECTOR	155	SY	\$85.00	\$13,175.00
SSP 20003	TEMPORARY CONSTRUCTION FENCING	300	LF	\$5.00	\$1,500.00
SSP 29080	REMOVE AND RESET MAIL BOX	3	EA	\$500.00	\$1,500.00
SSP 20113	BLOCK RETAINING WALL	64	SF	\$50.00	\$3,200.00

15% contingency

\$83,270.04

3rd Party Testing and Inspection

TOTAL

\$638,403.64

E1 West Electric

UNIT	ESTIMATED QUANTITY	UNIT BID PRICE	BID ITEM TOTAL
LS	1	18000	\$18,000.00
CY	546	33.6	\$18,345.60
CY	50	33.6	\$1,680.00
LF	356	36	\$12,816.00
LF	9	132	\$1,188.00
SF	584	14.4	\$8,409.60
SY	246	66	\$16,236.00
SY	44	75.6	\$3,326.40
SY	6	86.4	\$518.40
EA	5	4320	\$21,600.00
EA	1	4620	\$4,620.00
TON	187	26	\$4,862.00
TON	140	30	\$4,200.00
TON	31	264	\$8,184.00
EA	2	108	\$216.00
JOB	1	289764	\$289,764.00
SF	333	7.8	\$2,597.40
EA	4	43	\$172.00
EA	200	9	\$1,800.00
MH	80	44	\$3,520.00
MH	60	46.5	\$2,790.00
LS	1	28045	\$28,045.00
EA	2	1800	\$3,600.00
JOB	1	5640	\$5,640.00
SF	1373	2.55	\$3,501.15
LS	1	10625	\$10,625.00
SY	155	63	\$9,765.00
LF	300	2.25	\$675.00
EA	3	230	\$690.00
SF	64	55	\$3,520.00

\$73,635.98

\$564,542.53

Comparison
to EE

180%

210%

112%

90%

203%

29%

60%

69%

79%

196%

210%

74%

60%

220%

54%

95%

78%

43%

36%

142%

116%

47%

360%

38%

32%

354%

74%

45%

46%

110%

88%