



Twin Falls City Council Agenda

Monday, June 21, 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:
 - a) **PRESENTATION:** National Pollinator Week June 21-27, 2021 - Request made by Sherry Olsen-Frank
- 4) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve June 14, 2021, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve Accounts Payable for June 10-16, 2021.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to approve the 2021-2022 Alcohol License Renewals.
By: Amy Luna, Finance Administrative Assistant
 - d) **ACTION ITEM:** Request to approve the Alcohol License Application for Jalisco Restaurant for the remainder of the 2020-2021 License Year.
By: Amy Luna, Finance Administrative Assistant
 - e) **ACTION ITEM:** Request to approve a Final Plat for the Claret Subdivision consisting of 8 lots (Lot 8 as Retention), and 1.81 acres (+/-) located on the west side of Harrison Street South, between Highland Avenue and Park Avenue, c/o EHM Engineers, Inc. on behalf of Greg Olsen. (PZ20-0152)
By: Lisa Strickland, City Planner
 - f) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing Canyon Village Subdivision No. 3.
By: Josh Baird, City Engineer
- 5) ITEMS OF CONSIDERATION
 - a) **PRESENTATION:** Plaque presentation by Honorable Mayor Hawkins to Anna White and Taylor Zamora.
By: Mayor, Suzanne Hawkins

- b) **ACTION ITEM:** Request approval to accept a Partnership for Success Law Enforcement grant.
By: Steven Gassert, Twin Falls Police Department
- c) **ACTION ITEM:** Request to award a bid and contract to Idaho Materials & Construction for the Airport Water & Sewer Installation Project.
By: William Carberry, Airport Manager
- d) **ACTION ITEM:** Request to approve a contract with Idaho Power for a Power Line Installation in the Airport's N.E. Development Area.
By: William Carberry, Airport Manager
- e) **PRESENTATION:** Zoning Application Fee Discussion.
By: Jonathan Spendlove, Planning & Zoning Director
- 6) GENERAL PUBLIC INPUT
- 7) ADVISORY BOARD REPORT/ANNOUNCEMENTS
- 8) PUBLIC HEARINGS: None
- 9) ADJOURNMENT

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

Public Input Procedures

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

Public Hearing Procedures for Zoning Requests

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

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

Office of the Mayor
City of Twin Falls, Idaho

Proclamation

National Pollinator Week
June 21 – 27, 2021

- WHEREAS,** Twin Falls is home to many native wildlife and pollinator species such as birds, bees, and insects which keep our environment healthy and biodiverse; and
- WHEREAS,** Twin Falls manages parks, public landscaping, and other public spaces, including Old Town Parkway, Dierkes Lake, Auger Falls, and the Canyon Rim Trail; and
- WHEREAS,** Twin Falls recognizes that human health ultimately depends on well-functioning ecosystems and that biodiverse regions can better support food production, healthy soil and air quality and can foster healthy connections between humans and wildlife ; and
- WHEREAS,** Twin Falls is working to build a healthy, sustainable and wildlife-friendly community that brings the many benefits of nature to all corners of our community; and
- WHEREAS,** pollinators play an important role in maintaining a healthy ecosystem. Local plant species, wildlife, and agriculture all depend on pollination from bees, butterflies, and other insects; and
- WHEREAS,** in our community, pollinators play a crucial role in maintaining sustainable agriculture and local community gardens; and
- WHEREAS,** pollinator species are in decline due to habitat loss and the use of pesticides, causing species like the monarch butterfly to decline significantly in the past 25 years; and
- WHEREAS,** National Pollinator Week is a national initiative that offers opportunities to individuals and communities to help restore native habitat, support local pollinator species; and
- WHEREAS,** Twin Falls will continue to support local, state and national efforts that protect, restore, and conserve habitat for pollinators, as well as foster a greater connection between residents and wildlife; and

NOW, THEREFORE, I, Suzanne Hawkins, by virtue of the authority vested in me as Mayor of Twin Falls, Idaho, do hereby proclaim June 21 – 27 as:

NATIONAL POLLINATOR WEEK

In Twin Falls and encourage all residents to participate in community activities that support and celebrate pollinator protection.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the City of Twin Falls to be affixed this 21st day of June 2021.

Suzanne Hawkins
Mayor

Attest
Deputy City Clerk



Twin Falls City Council Minutes

Monday, June 14, 2021, 5:00 PM

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

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Suzanne Hawkins, Vice Mayor Ruth Pierce, Council Member Shawn Barigar (by phone), Craig Hawkins, Christopher Reid.

Absent: Council Member Nikki Boyd & Greg Lanting

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Mitch Humble, City Attorney Shayne Nope, Police Chief Craig Kingsbury, Public Works Director Jon Caton, Streets Superintendent Mark Thomson, Human Resources Director Gretchen Scott, Finance Administrative Assistant Amy Luna.

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

2) PLEDGE OF ALLEGIANCE

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

3) PROCLAMATIONS: None

4) CONSENT CALENDAR

MOTION: Council Member Hawkins moved to approve the Consent Calendar as presented. **Vice Mayor Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 5 to 0

- a) Request to approve Accounts Payable for June 3-9, 2021.
- b) Request to approve June 07, 2021, City Council Minutes.
- c) Request approval of the Findings of Fact and Conclusions of Law for the Harrison Stand Clinton St intersection Annexation with R4 zoning designation.
- d) Request to approve the 10th Annual Magic Valley Beer Festival.
- e) Request to approve the "Manejando Sin Miedo: La Lucha Sigue" event.
- f) Request to hold the Twin Falls Library Bike Rodeo/Block Party.
- g) Request to approve the Twin Falls Pride event.
- h) Request to hold 5k Fun Run/walk for a senior project.
- i) Request to approve the annual 4th of July Fireworks Show for Sunday, July 4, 2021.

5) ITEMS OF CONSIDERATION

- a) 2021 Chip Seal Project (Zone1)

Public Works Director Caton requested approval of the 2021 Chip Seal Project (Zone 1).

Discussion ensued on the following:

Council Member Reid: Asked for clarification on roads that are not being done at this time or are not City roads. Asked about unmarked alleys.

Vice Mayor Pierce: Asked for clarification on option 312.

MOTION: Council Member Reid moved to approve the 2021 Chip Seal Project (Zone 1) and award the contract to Emery Inc., in the amount of \$1,168,474.84 plus \$280,000.00 from reserves for the 14 miles of backlog. **Vice Mayor Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 5 to 0.

- b) The Twin Falls Police Department is seeking permission from the City Council to apply for the CHP grant and request four additional police officer positions. The deadline for application is June 15, 2021.

Police Chief Kingsbury requested permission to apply for the CHP grant and request four additional police officer positions.

Discussion ensued on the following:

Mayor Hawkins: What is the turnaround time to bring on the new officers.

Vice Mayor Pierce: Asked about the possibility of a waiver of the 25%.

Council Member Reid: Would we be able to find four new officers in our current situation?

City Manager Rothweiler: Gave some clarification on the process.

MOTION: Council Member Reid moved to approve the request to apply for the CHP grant and four additional police officer positions. **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 5 to 0.

6) GENERAL PUBLIC INPUT

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

8) PUBLIC HEARINGS: None

9) ADJOURNMENT

The meeting adjourned at 05:21 PM

Amy Luna, Finance Administrative Assistant

For a full account of this meeting please visit tfid.org for the recording of this meeting

2021-2022 Alcohol License Renewals

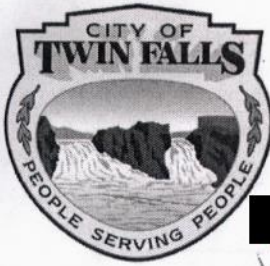
Key Code	
	Completed Applications
	Not Complete

License No.	BUSINESS NAME	Email Address	Physical Address
21-1001	Oasis Stop N Go #26	ronnie@oasisstopsgo.com	1509 Kimberly Rd
21-1002	9 Beans and a Burrito	veronica.nunez@9beans.com	764 Cheney Drive
21-1003	Twin Falls Holiday Inn	twofallsholidayinn@expeditions.com	1586 Blue Lakes Blvd N
21-1004	LaQuinta	rlfowler@lqusa.com	539 Poleline Rd
21-1005	Albertson's #4139	NASC.TAX@Safeway.com	1221 Addison Avenue
21-1006	Applebee's Neighborhood Grill & Bar	candic@flynnr.com	1587 Blue Lakes Blvd
21-1008	Scooter's	scootersoneeleven@gmail.com	137 2nd Avenue East
21-1009	Big Smoke, LLC #110	m.elizondo@tbcollc.com	659 Blue Lakes Blvd No
21-1012	Chili's Bar & Grill	djackson@chilis.com	1880 Blue Lakes Blvd No
21-1013	Costco Wholesale Corp	lcn77@costco.com	731 Poleline Road
21-1015	O'Dunkens	odunkens@gmail.com	102 Main Avenue North
21-1017	Stinker Store #51	Djackson@Stinker.com	1777 Kimberly Road
21-1018	Stinker Store #55	Djackson@Stinker.com	2259 Addison Avenue
21-1019	Stinker Store #54	Djackson@Stinker.com	880 Shoshone Street West
21-1020	Fil-Mart 66	johnd@cbfuels.com	1612 Blue Lakes Blvd North
21-1021	United Oil - Kimberly	robfranklin@unitedoil.net	1992 Kimberly Road
21-1022	United Oil - Addison	robfranklin@unitedoil.net	322 West Addison
21-1023	Fred Meyer's #383	business_license@kroger.com	705 Blue Lakes Blvd
21-1024	Red Robin	licensing@redrobin.com	1824 Blue Lakes Blvd
21-1025	Garibaldi's	rcgaris1020@gmail.com	645 Filer Avenue
21-1026	Gerties Brick Oven Cookery	gertiesboc@gmail.com	602 2nd Avenue South
21-1027	The Ground Round	k3lp9@yahoo.com	2128 Kimberly Road
21-1028	The Hide Out Bar	thompam53@gmail.com	157 Washington Street
21-1031	Idaho Pizza Company	Terri9Bre@hotmail.com	1859 Kimberly Road
21-1033	Janitzio Family Mexican Restaurant	rosasdedaisy@yahoo.com	2096 Kimberly Rd
21-1034	Johnny Carino's	49@ops.carinos.com	1921 Blue Lakes Blvd N

21-1035	Klover Klub Lounge, Inc.	kristij88@yahoo.com	402 Main Avenue North
21-1037	LaCasita Mexican Restr.	mon345@gmail.com	111 South Park Avenue W
21-1038	LaFiesta Mexican Restaurant	chelojestrada@gmail.com	1288 Blue Lakews Blvd N
21-1039	Log Tavern	kellynggasken@hotmail.com	401 4th Avenue West
21-1040	Loong Hing	dinguyenly@aol.com	1719 Kimberly Road
21-1044	Mandarin House	GUOTAN88@GMAIL.COM	735 Blue Lakes Blvd North
21-1045	Maverik #224	utahna.archuleta@maverik.com	120 6th Avenue West
21-1046	Maxie's Pizza & Pasta	mandbhayes@msn.com	170 Blue Lakes
21-1048	St Lukes MVRMC	Lewist@slhs.org	801 Poleline Rd W
21-1051	Oasis Stop n Go #3	cyoung@travelersoasis.com	1310 Addison Avenue East
21-1052	Oasis Stop n Go #4	cyoung@travelersoasis.com	659 Addison Avenue E
21-1053	Oasis Stop n Go #7	cyoung@travelersoasis.com	2220 Addison Avenue East
21-1054	Oasis Stop n Go #8	cyoung@travelersoasis.com	515 Washington N
21-1055	Oasis Stop n Go #9	cyoung@travelersoasis.com	890 Washington South
21-1056	Outback Steak House	OBS1314@outback.com	1965 Blue Lakes Blvd N
21-1057	Peking Restaurant	peking@live.com	824 Blue Lakes Blvd North
21-1062	Prasai's Thai Cuisine	prasais@cableone.net	428 2nd Avenue East
21-1064	Red Lion Canyon Springs	48aksh123@gmail.com	1357 Blue Lakes Blvd North
21-1065	Walgreens #07277	taxlicenser renewals@walgreens.com	306 Blue Lakes Blvd
21-1066	Rock Creek Restaurant	rockcreekrestaurant@hotmail.com	200 Addison Avenue West
21-1068	Rudy's Price Hardware	Tom@cooksparadise.com	147 Main Avenue West
21-1070	The Shuffle Inn (Transferred to Copper Alibi)		679 Filer Ave
21-1073	Sizzler #650	Licensing@splat.com	719 Blue Lakes Blvd N
21-1074	Smith's Food and Drug #35	business.license@kroger.com	1913 Addison Avenue
21-1075	Oasis Stop n Go #14	cyoung@travelersoasis.com	1390 Blue Lakes Blvd North
21-1076	Swenson's #4	ben@swensonsmarkets.com	115 Addison Avenue
21-1078	The Cove	debraac@cablenet.net	496 Addison Avenue West
21-1080	Tomato's Italian Grill	tomatos@theplate.com	1309 Blue Lakes Blvd N
21-1081	Mr. Gas	lynchoil@lynchoilinc.com	911 Blue Lakes Blvd North
21-1082	Canton Chinese Restaurant	jasontran2153@gmail.com	1021 Blue Lakes Blvd N
21-1083	Turf Club	steve@sorans.com	734 Falls Avenue West
21-1084	Twin Falls Grocery Outlet	twinfalls@groceryoutlet.com	2318 Addison Ave E
21-1085	Twin Falls Moose Lodge #612	mttwins@hotmial.com	835 Falls Avenue
21-1086	Twin Falls Golf Club	stevepath@live.com	545 Grandview Drive

21-1087	Oasis Stop N Go #21	cyoung@travelersoasis.com	506 Blue Lakes Blvd N
21-1088	Oasis Stop N Go #20	cyoung@travelersoasis.com	108 Addison Avenue W
21-1089	Oasis Stop N Go #19	cyoung@travelersoasis.com	688 Pole Line Road
21-1090	Wal Mart #3897	jessica.burns@walmart.com	1617 Washington St. North
21-1091	Winco Food	syndi.whitmire@wincofoods.com	1569 Blue Lakes Blvd North
21-1093	Wok n Grill Restaurant	GUOTAN@MSN.COM	1188 Blue Lakes North
21-1095	The Pocket	thepockettwinfalls@yahoo.com	1532 Kimberly Road
21-1102	Sushi Tokyo Japanese Restr.	sushitokyo@live.com	1111 Blue Lakes Blvd N Ste B
21-1105	Asian Food Market	afmidaho@gmail.com	404 Addison Ave West
21-1107	Swenson's #6	andrew@swensensmarkets.com	991 Washington Street South
21-1108	Sushi Ya	sushiyallc@gmail.com	412 2nd Avenue East
21-1116	Mi Pueblo Bakery	mipueblo@live.com	449 Washington Street North
21-1121	Bowladrome	bowladrome@cableone.net	220 Eastland Drive
21-1125	Canyon Crest Dining & Event Center	cyoung@travelersoasis.com	330 Canyon Crest Drive
21-1126	Hilton Garden Inn	amcwill@hiltonhotels.com	1741 Harrison St
21-1129	Anchor Bistro & Bar	info@anchorbistro.com	334 Blue Lakes Blvd N
21-1131	Target T-0699	liquor.licensing@taget.com	1611 Blue Lakes Blvd N
21-1132	Sharis of Twin Falls	jscott@sharis.com	1601 Blue Lakes Blvd N
21-1136	Walgreens #12286	taxlicenser renewals@walgreens.com	1732 Washington Street N
21-1137	Europe Bar & Deli	samsaltaga@yahoo.com	679 Filer Ave
21-1140	Buffalo Wild Wings	BWWLicening@InspireBrands.com	1239 Poe Line Road, Ste. 303
21-1146	Elevation 486	mario@elevation486.com	195 River Vista Place #102
21-1154	Twin Falls Sandwich Company	emily@twinfallssandwich.com	128 Main Avenue N
21-1160	Big Smoke, LLC #111	m.elizondo@tbcollc.com	287 Washington Street N
21-1163	Twin Falls Brickhouse	acelabier@gmail.com	516 Hansen Street South
21-1164	Mia's Place	miasplace13@yahoo.com	717 Main Avenue West
21-1166	Stone House & Company	johnsy6@aol.com	330 4th Avenue South
21-1167	Jaker's Restaurant	christina@jakers.com	1598 Blue Lakes Blvd North
21-1168	Maverik #492	utahna.archuleta@maverik.com	883 Blue Lakes Blvd
21-1169	Whiskey Creek Saloon & Grill	heatherabbiss@gmail.com	213 5th Ave S.
21-1170	Slice	slicetwinfalls@gmail.com	132 Main Ave North
21-1175	The Orpheum Theatre	Mailed	146 Main Avenue North
21-1176	Don Juan's Mexican Restaurant	enrique.tipiani@hotmail.com	1007 Blue Lakes Blvd N., Twin Falls, ID 83301
21-1177	KB's - Fillmore St	jserva22@gmail.com	1520 Fillmore St., Ste 3
21-1179	Burnt Lemon Grill	burntlemongrill44@gmail.com	1040 Shoshone St E. Twin Falls, ID 83301

21-1180	Twin Bean	Mailed	144 Main Ave S., Twin Falls, ID 83301
21-1181	Wal Mart #3897 Fuel Station	jessica.burns@walmart.com	1618 Washington St. North
21-1182	Jarrito's Mexican Restaurant	armandonava10@hotmail.com	565 Washington St. N., Twin Falls, ID 83301
21-1183	Mi Tierra Mexican Restaurant	orozcodario13@gmail.com	164 Main Ave. N., Twin Falls, ID 83301
21-1184	RedZone Sports Bar & Taproom - formaly Marilyns	danfuchs@cableone.net	223 5th Ave South
21-1185	KB's - Main Ave - Closed		117 Main Avenue East
21-1186	Cheverria's LLC	clari_s_1@live.com	850 Shoshone St. W., Twin Falls, ID 83301
21-1187	55 Windbreak	55windbreak@gmail.com	1749 Kimberly Road
21-1189	Addison Kicks 66	johnd@cbfuels.com	240 Addison Avenue West
21-1190	Yellow Brick Café	yowarda@hotmail.com	136 Main Avenue North
21-1191	Black Bear Diner	terri.carman@issvc.com	1725 Harrison St.
21-1192	Stay Well Health Foods	realtorko@hotmail.com	1563 Fillmore Street, Ste 2A
21-1193	Petro's LLC	admin@petrosfuel.com	303 Main Avenue East
21-1195	Blaze Pizza	blaze@peacelovefranchises.com	1925 Fillmore, Suite 100
21-1196	Pandora's Legacy	pandoras@cableone.net	233 S 5th Ave South
21-1198	A Taste of Thai	veetapion@gmail.com	837 Pole Line Rd
21-1199	Koto Brewing Co., LLC	emily@twinfallssandwich.com	156 Main Ave N
21-1200	Glass Slipper LLC, DbA Party Center	partycenter@live.com	215 Eastland Dr. Ste A
21-1201	Oasis Stop N Go #28		1662 Parkview Drive
21-1202	The Olive Garden Italian Restaurant	licensinglaw@Darden.com	1597 Pole Line Road E
21-1203	Emma's Café LLC	esefj@hotmail.com	669 Blue Lakes Blvd
21-1204	Ballroom Brew LLC, DbA Milner's Gate	malan@elevation486.com	205 Shoshone St. N.
21-1205	MOD Super Fast Pizza, LLC	licensing@modpizza.com	683 Blue Lakes Blvd No
21-1207	Saffron Indian Cuisine	saffronindian@gmail.com	117 Main Avenue East
21-1208	Rock Creek Celebration Center, Inc. (Last Call Pub & Catering)		320 Main Ave. N.
21-1209	Family Dollar, Inc. Store #26921	AB-licensing@dollartree.com	1746 Addison Ave. E, Twin Falls, ID
21-1210	O-Ki Teppanyaki & Sushi Bar	okiasiankelley@gmail.com	564 Blue Lakes Blvd N
21-1211	Rock-A-Billy Barber & Tattoo LLC	tina.luper@neilsenco.com	110 Main Ave N.
21-1212	Texas Roadhouse Holdings LLC	kate.mccullum@texasroadhouse.com	1469 Pole Line Road E.
21-1213	Sliver's (Pressbox Property & Equipment Company LLC)	wayne@7338000.com	1749 Kimberly Road
21-1214	Idaho Olive & Grape	kathystablellc@gmail.com	1732 Eldridge Ave
Totals			



City of Twin Falls
103 Main Avenue East
P.O. Box 1907
Twin Falls, Idaho 83303

Print Form

Alcohol License

Please attach a copy of your state license

Business Name: Salisco Restaurant State License # 31058
Doing Business As: Salisco Restaurant
Physical Address: 1986 Addison Ave E City, State, Zip: Twin Falls, ID 83301
Legal Description of Place of Business Lot _____ Block _____ Subdivision _____
Mailing Address: 1986 Addison Ave E City, State, Zip: Twin Falls, ID 83301
Contact Person: Rosio Ramirez Phone # [REDACTED]

Beer:	Bottled for consumption off the premises only	(\$ 50.00)	☐
	Bottled for consumption on premises	(\$150.00)	☒
	Bottled for Draught for consumption on premises	(\$200.00)	☐
Wine:	Retailed Sales for consumption off premises only	(\$200.00)	☐
	Wine by the Drink for consumption on premises only	(\$200.00)	☒
Liquor:	Liquor license & fees cover wine license and fees	(\$562.50)	☐

License expires June 30th

Total Fee \$ 350

Applicant is an: Individual ☒ Partnership ☐ Corporation ☐

If a partnership, name all partners:

Name: _____

Name: _____

Name: _____

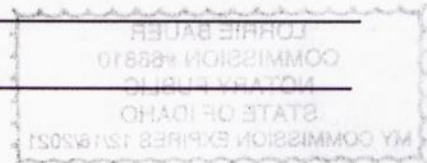
If a corporation or association, name all officers:

Name: _____

Title: _____

Name: _____

Title: _____



Name: _____

Title: _____

Name: _____

Title: _____

Date of incorporation or organization: 5/21/2021 Place of incorporation or organization: _____

Principal place of business in Idaho: _____

Owner of premises: Rosio Ramirez

Name of person who will manage business of selling beer at retail: Rosio Ramirez

(If a partnership, all partners must sign)

Signature of applicant Rosio Ramirez

Name: Rosio Ramirez Birth date: [REDACTED]

Signature of applicant _____

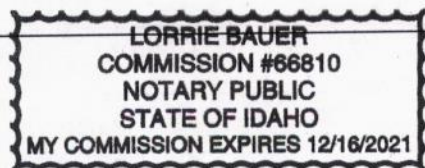
Name: _____ Birth date: _____

Signature of applicant _____

Name: _____ Birth date: _____

Signature of applicant _____

Name: _____ Birth date: _____



Subscribed and sworn to before me this 14 day of June, 2021

Lorrie Bauer

Notary Public for Idaho

Residing at: Twin Falls

Notary Expiration Date: 12/16/21

For Questions call 208-735-7245 [Click here for the City Code \(Title 3 then Chapter 7,8, & 9\)](#)

Return completed form to: Deputy City Clerk, City of Twin Falls, 103 Main Ave. East, Twin Falls, ID 83301

CITY STAFF USE ONLY:

Approvals:

Planning and Zoning: Yes _____ No _____

Comments:

Police Department: Yes _____ No _____

Comments:

City Clerk: Yes _____ No _____

Comments:

License No. 2021-199
License Year 2021



State of Idaho

This License is Valid:

June 11, 2021 - June 30, 2021

Retail Alcoholic Beverage License

This is to certify that Rosio Ramirez
doing business as Jalisco Restaurant
at 1986 Addison Ave E, Twin Falls Id 83301
a(n) Individual, is licensed to sell Alcoholic Beverages, as stated below, subject to applicable provisions of the law of the State of Idaho, along with the rules and regulations promulgated there under, and Twin Falls County Ordinances and Resolutions approved by the Twin Falls County Board of Commissioners, which are on file in the Twin Falls County Clerk's Office.

This License Allows:

Draft, bottled or canned beer
on premises.....
Bottled or canned beer
on premises..... 75.00
Bottled or canned beer
off premises.....
County Wine by the bottle.....
County Wine by the glass..... 100.00
Retail Liquor.....
\$ 175.00

Signature of Licensee or Officer of Corporation

A handwritten signature in blue ink, appearing to read 'Rosio Ramirez', is written over a horizontal line.

Witness my hand and seal this June 11, 2021

Board of Twin Falls County Commissioners

A handwritten signature in blue ink is written over a horizontal line.
Chairman
A handwritten signature in blue ink is written over a horizontal line.
Vice Chairman

Commissioner

A handwritten signature in blue ink is written over a horizontal line.
Clerk of the Board
Kristina Glascock

State of Idaho

Idaho State Police

Cycle Tracking Number: 125765

Premises Number: 2T-31058 **Retail Alcohol Beverage License**

License Year: 2021

License Number: 31058

This is to certify, that Rosio Ramirez
doing business as: Jalisco Restaurant

is licensed to sell alcoholic beverages as stated below at:
1986 Addison Ave E, Twin Falls, Twin Falls County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Rosio A. Ramirez
Signature of Licensee, Corporate Officer, LLC Member or Partner

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	No
Wine by the glass	Yes <u>\$100.00</u>
Kegs to go	No
Growlers	No
Restaurant	Yes <u>\$0.00</u>
On-premises consumption	Yes <u>\$0.00</u>
Multipurpose arena	No
Plaza	No

ROSIO RAMIREZ
JALISCO RESTAURANT

Mailing Address

TOTAL FEE: \$150.00

License Valid: 06/07/2021 - 06/30/2021

Expires: 06/30/2021

[Signature]

Director of Idaho State Police



Amy Luna

From:

Sent:

To:

Subject:

City of Twin Falls - Clerk - Prompt Pay Receipt - Jalisco

[EXTERNAL SENDER]

Receipt for 47092982 Jalisco Restaurant

ment.



Date: Monday, June 21, 2021
To: Honorable Mayor and City Council
From: Lisa Strickland, City Planner

ACTION ITEM

Request:

Request to approve a Final Plat for the Claret Subdivision consisting of 8 lots (Lot 8 as Retention), and 1.81 acres (+/-) located on the west side of Harrison Street South, between Highland Avenue and Park Avenue, c/o EHM Engineers, Inc. on behalf of Greg Olsen. (PZ20-0152)

Time Estimate:

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

Background:

This is a request to consider the preliminary plat for the Claret Subdivision. The property is approximately 1.89 acres and is zoned R-4. The subdivision is approved would allow for 7 residential lots and 1 tract for retention.

Approval Process:

As per Twin Falls City Code 10-12-2.3: The Commission may approve, conditionally approve, deny or table for additional information when acting on the preliminary plat.

Approval of the Preliminary Plat will set many parameters for which the Final Plat must substantially conform to. Including total number of lots, street layout, sidewalk connections, and other similar items.

A Final plat, that is in conformance with the approved preliminary plat and including any conditions the Commission may have required, is then presented to the City Council.

After a final plat has been approved by the City Council and construction plans approved, may the plat be recorded, and lots sold for development.

Budget Impact:

n/a

Regulatory Impact:

This preliminary plat complies with the standards as outlined in the City's General Subdivision Provision of Title 10, Chapter 12, Section 3, all regulations regarding the R-4 Zoning District development standards.

All general criteria for approval have been met, per State Statute 50 - Chapter 13.

History:

The Planning & Zoning Commission approved the preliminary plat February 9, 2021

Analysis:

This subdivision if approved would allow for a small infill project to occur. The Comprehensive Plan "Grow With Us" designates this area as "Town Neighborhood". Staff has determined this request complies with the 2016 Comprehensive Plan. It complies with the the City's General Subdivision Provisions and State Statute Chapter 50-13.

Conclusion:

Upon conclusion, should the Council approve this request as presented, staff recommends approval be subject to the following conditions:

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

Attachments:

1. PZ20-0152 PrePlat Staff Report
2. Vicinity Map
3. Exhibit
4. Photos
5. PZ 02-09-21 minutes

Comprehensive Staff Report

Agenda Item XX



To: Planning & Zoning Commission

Presenter: Lisa Strickland, City Planner

Request: for consideration of the **Preliminary Plat** for the Claret Subdivision approximately 1.81 (+/-) acres into 8 lots located along the 400 Block of Harrison Street South.

Application: PZ20-0152

Applicant & Representative:

Greg Olsen
c/o EHM Engineers, Inc
621 N College Rd, Ste 100
Twin Falls, ID 83301

Public Hearing: February 9, 2021

Background:

This request is to consider a preliminary plat for the subdivision of approximately 1.81 acres into 7 residential lots and 1 lot for retention to construct duplexes.

Approval Process:

As per Twin Falls City Code 10-12-2.3: The Commission may approve, conditionally approve, deny or table for additional information when acting on the preliminary plat.

Approval of the Preliminary Plat will set many parameters for which the Final Plat must substantially conform to. Including total number of lots, street layout, sidewalk connections, and other similar items.

A Final plat, that is in conformance with the approved preliminary plat and including any conditions the Commission may have required, is then presented to the City Council.

After a final plat has been approved by the City Council and construction plans approved, may the plat be recorded, and lots sold for development.

Applicable Zoning Regulations:

This preliminary plat complies with the standards as outlined in the City's General Subdivision Provision of Title 10, Chapter 12, Section 3, all regulations regarding the R-4 Zoning District development standards.

All general criteria for approval have been met, per State Statute 50 - Chapter 13.

Comprehensive Plan Compliance:

The 2016 Comprehensive Plan "Grow with Us" designates this area as "Town Neighborhood". Staff has determined this request complies with the 2016 Comprehensive Plan.

Conclusion:

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

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

Attachments:

1. Vicinity Map
2. Exhibits
3. Photos



Current Zoning: R-4

Comprehensive Plan: Town Neighborhood

Existing Land Use: Undeveloped

Proposed Land Use: Residential

Surrounding Zoning Designations & Land Use(s)

North: Residential

East: Residential, Harrison Street South

South: Vacant

West: Vacant

Applicable Regulations

10-1-4, 10-1-5, 10-4-4, 10-12-2-3, 10-4-5

- ☞ EXISTING CRACK, GUTTER AND SOBRANIT
- ☞ EXISTING ASPHALT PAVEMENT (EXIST. 1" OF INCONCRETE)
- ☞ EXISTING PRESSURE HYDRANT MAIN - MAIN AND PROTECT
- ☞ EXISTING SEWER MAIN - MAIN AND PROTECT
- ☞ EXISTING WATER MAIN - MAIN AND PROTECT
- ☞ EXISTING GROUND APPURTENANCE - MAIN AND PROTECT
- ☞ EXISTING FENCE - REMOVE AND REPAIR
- ☞ EXISTING SHADES - REMOVE BRICKS, FULMINEAR AND WOOD.

- ☒ PROPOSED ASPHALT ON CONCRETE DRIVEWAY
- ☒ PROPOSED WALKWAY STREET SIDEWALK - SEE SHEET J FOR DETAIL
- ☒ PROPOSED SLOPE WASH EXTERIOR - SLOPE REQUIRED
- ☒ PROPOSED INTERIOR WASH
- ☒ PROPOSED FIRE WALKWAY
- ☒ PROPOSED PRESSURE WASHING EXTENSION
- ☒ PROPOSED GUTTER INSTALLATION
- ☒ PROPOSED ACCEPTANCE DRIVE

 LANDSCAPE DESIGN — DESIGN AND PLAY BY OTHERS FOR OWNERS

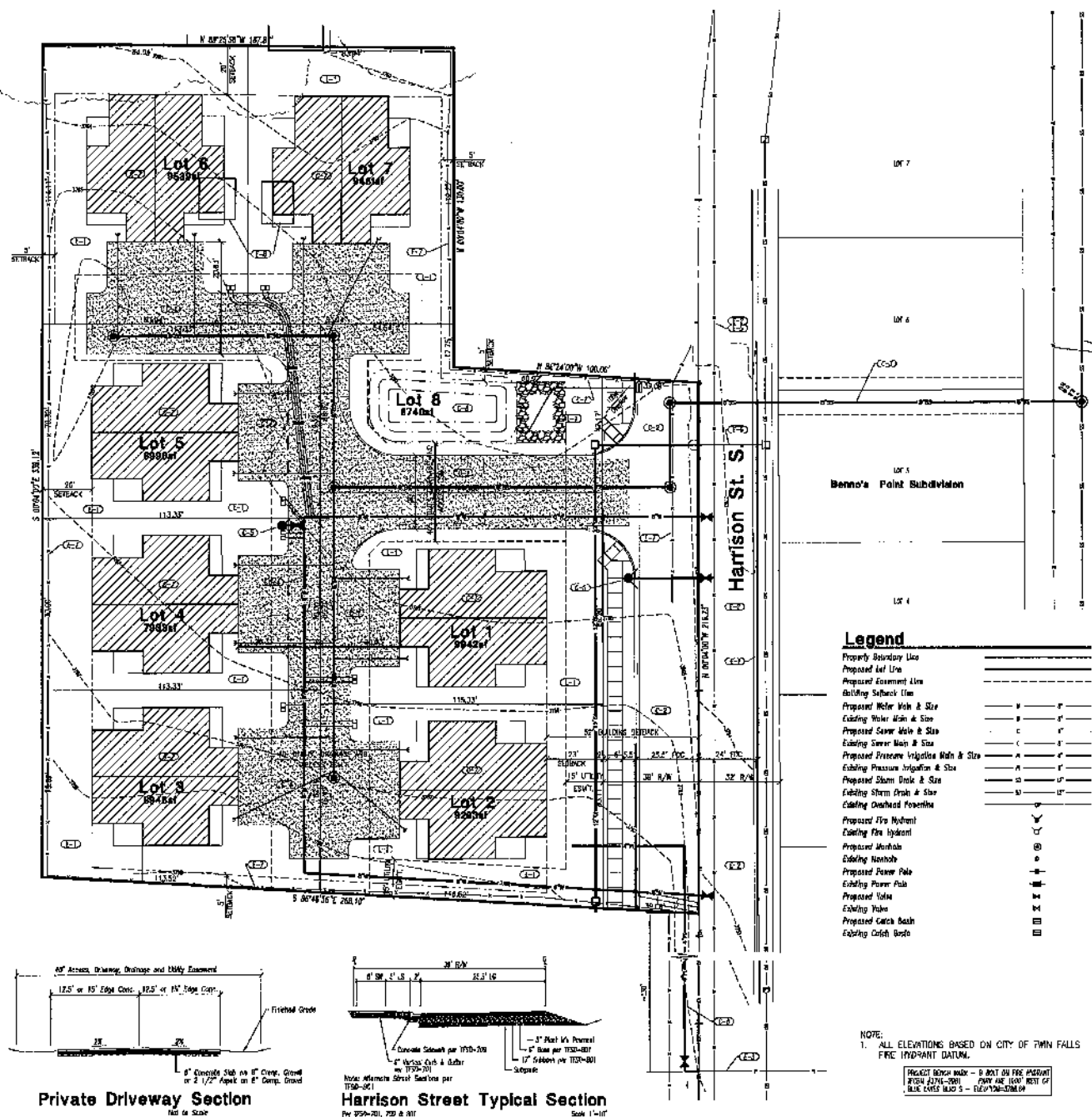
Building Square Footage	= 2,281/sq. Each
Required Parking	Per 70s: 10-40-8
Duplex Dwelling	= 2 Spaces for each dwelling unit
Spaces Required	28
Spaces Provided	28

Note: Does not include attached garage parking - one per unit

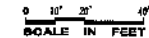
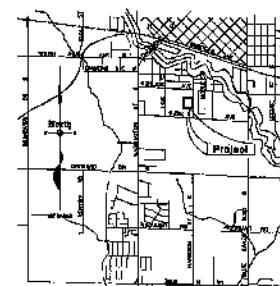
Client/Company:	Greg & Andrea Stone 3601 General St. San Francisco, CA 94133 (415)729-0344	Designer:	ESM Engineers, Inc. 401 W. Chicago Ave. Ste 100 Los Angeles, CA 90010 (213)754-1989 David M. Hall, P.E.
Dist. Area:	San Jose St. (1st Ave.)		
Zone:	B-4		
Building Type:	Residential		
Proposed Use:	Ecological Development		
Siteowner:	Suburban steel company in City of San Jose living and satisfaction negatively		
Address:	City Street, Water & Potable Vegetable, Underground Power and Cable TV		
Comments:	As Shown at Plot		

[illegible]

Storm Drainage to be Retained in 48"x60"x2' Deep Basin
1,856cf Retention Req'd.
2,076cf Retention Provided



Andrea Subdivision
Located in
SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 21
Township 10 South, Range 17 East
Boise Meridian
Twin Falls County, Idaho

[illegible]

Vicinity Map

EHM Engineers Inc.
Engineers / Surveyors / Planners
21 N College Rd., Suite 100 Twin Falls, ID 83401 - (208)734-4883

Preliminary Plat For:
Andrea Subdivision
Twin Falls, Idaho

DO NOT SCALE DRAWINGS
CONTRACTOR SHALL VERIFY ALL
DIMENSIONS AND CONDITIONS AT
THE JOB SITE AND NOTIFY THE
ENGINEER OF ANY DISCREPANCY
IMMEDIATELY, OR DISCREPANCY
OR DISCREPANCY BEFORE BEGINNING
OR IMPROVING ANY WORK.

APPROVED	M. MORGENTHAU
FORN	R. MORGENTHAU
DATE	JULY, 2018
SCALE	AT SHOWN
CON. NO.	201-11 PFE-PLA





Google



Twin Falls Planning & Zoning Commission Minutes

Tuesday, February 9, 2021, 6:00 PM

203 Main Avenue East
Twin Falls, ID 83301

Council Chambers

Members -

City Limits: Danielle Titus, Chairperson; Craig Kelley, Vice-Chair; Ed Musser; Carolyn Bolton; Curtis Hansen; Marilu Perez

Area of Impact: David Detweiler

1) Call In Instructions

- a) To call in for Public Comment on the items on this agenda, please call 1-208-939-6718, Conference ID: 750 517 907#. Calls must be received between 6:00 pm - 6:10 pm and will be put into the queue to speak during the Public Hearing portion of the meeting.

2) Confirmation of Quorum/Call Meeting to Order

Chairperson Titus called the meeting to order at 06:01 PM

A quorum was present.

Members Present: Titus, Kelley, Detweiler, Musser

Staff Present: Strickland, Spendlove, Hart, Zollinger, Hafer, Vitek, Nope

3) Consent Calendar

Commissioner Kelley made a motion to approve the consent calendar, as presented.
Commissioner Musser seconded the motion.

Unanimously approved by a vote of 4-0.

- a) Approval of Minutes from the following meeting: January 26, 2021

4) Items of Consideration

- a) Request for a consideration of a Preliminary Plat for the Claret Subdivision consisting of 8 lots (Lot 8 as Retention), and 1.81 acres (+/-) located on the west side of Harrison Street South, between Highland Avenue and Park Avenue, c/o EHM Engineers, Inc. on behalf of Greg Olsen. (PZ20-0152)

Staff Presentation:

PZ Director Spendlove presented the request for a consideration of a Preliminary Plat for the Claret Subdivision consisting of 8 lots (Lot 8 as Retention), and 1.81 acres (+/-) located on the west side of Harrison Street South, between Highland Avenue and Park Avenue, c/o EHM Engineers, Inc. on behalf of Greg Olsen. (PZ20-0152)

As per Twin Falls City Code 10-12-2.3: The Commission may approve, conditionally approve, deny or table for additional information when acting on the preliminary plat.

Approval of the Preliminary Plat will set many parameters for which the Final Plat must substantially conform to. Including total number of lots, street layout, sidewalk connections, and other similar items.

A Final plat, that is in conformance with the approved preliminary plat and including any conditions the Commission may have required, is then presented to the City Council.

After a final plat has been approved by the City Council and construction plans approved, may the plat be recorded, and lots sold for development.

There is no known history for this property.

This subdivision if approved would allow for a small infill project to occur. The Comprehensive Plan "Grow With Us" designates this area as "Town Neighborhood". Staff has determined this request complies with the 2016 Comprehensive Plan. It complies with the the City's General Subdivision Provisions and State Statute Chapter 50-13.

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

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

Applicant Presentation:

Dave Thibault, EHM Engineers, representing applicant, presented the request for a Preliminary Plat for the Claret Subdivision.

The surrounding neighborhood is residential. Seven (7) lots to be developed, with lot 8 used for retention. Access gained from Harrison St South. Pressurized irrigation to this project, with city services and infrastructure. This subdivision is in conformance with the city's Comprehensive Plan.

Discussions Followed: without concerns

Motion:

Commissioner Musser made a motion to approve the request for a Preliminary Plat for the Claret Subdivision consisting of 8 lots (Lot 8 as Retention), and 1.81 acres (+/-) located on the west side of Harrison Street South, between Highland Avenue and Park Avenue, c/o EHM Engineers, Inc. on behalf of Greg Olsen, as presented with staff recommendations. (PZ20-0152)

Commissioner Detweiler seconded the motion.

Unanimously Approved by a vote of 4-0.

- b) Preliminary Presentation for a request for a recommendation to City Council of an Annexation with a Zoning District Change and Zoning Map Amendment from R2 CRO to RM CRO ZDA for 11.08 (+/-) acres located at the southwest corner of Federation Road and Washington Street North c/o EHM Engineers, Inc. on behalf of Hepworth Family Landholdings, LLC. (PZ21-0004)

Staff Presentation:

PZ Director Spendlove presented the Preliminary Presentation for a request for a recommendation to City Council of an Annexation with a Zoning District Change and Zoning Map Amendment from R2 CRO to RM CRO ZDA for 11.08 (+/-) acres located at the southwest corner of Federation Road and Washington Street North c/o EHM Engineers, Inc. on behalf of Hepworth Family Landholdings, LLC. (PZ21-0004)

The applicant is required to present a preliminary review to the Planning and Zoning Commission in which the commission may give suggestions and ask questions of the applicant about the proposed ZDA. A public hearing shall be held before the Commission for a recommendation to City Council to; amend the zoning district and the zoning map, amend with recommendations or deny the request.

After a previous application for this property was denied by the City Council on December 14, 2020 . The applicant has resubmitted the project with the changes proposed by the comments of the City Council during the Public Hearing.

A full analysis of this project will be made during the public hearing at a future date. Staff makes no recommendation at this time. A comprehensive staff analysis will be provided at the public hearing.

Applicant Presentation:

Tim Vawser, EHM Engineers, Inc., gave a Preliminary Presentation for a request for a recommendation to City Council of an Annexation with a Zoning District Change and Zoning Map Amendment from R2 CRO to RM CRO ZDA for 11.08 (+/-) acres located at the southwest corner of Federation Road and Washington Street North.



Date: Monday, June 21, 2021
To: Honorable Mayor and City Council
From: Josh Baird, Staff Engineer, City Engineer

ACTION ITEM

Request:

Request to accept the Improvement Agreement for the purpose of developing Canyon Village Subdivision No. 3.

Time Estimate:

N/A

Background:

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

Approval Process:

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

Budget Impact:

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

Regulatory Impact:

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

History:

N/A

Analysis:

N/A

Conclusion:

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

Attachments:

1. Canyon Village Subdivision No 3, A PUD-Improvement Agreement (Copy)

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this ____ day of ____, 20____, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and ____ Canyon Village Plaza, LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Canyon Village Subdivision No. 3, a PUD.

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

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

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

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

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

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

W I T N E S S E T H

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

I.

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

II.

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

a. Surety Bond

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

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

III.

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

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

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

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

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

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

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

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

IV.

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X

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

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

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

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

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

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

XI.

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

PUBLIC WAYS

(a) Required Improvements

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

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

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

(b) City Costs

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

(c) Required Inspections and Testing

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

WATER SYSTEM

(a) Required Improvements

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

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

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

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

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

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

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

(b) City Costs

- (1) None.

(c) Required Inspections

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

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

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

(b) City Costs

(1) None.

(c) Required Inspections and Testing

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

STORM DRAINAGE SYSTEM

(a) Required Improvements

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

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

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

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

(b) City Costs

(1) None.

(c) Required Inspections and Testing

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

GRAVITY IRRIGATION SYSTEM

(a) Required Improvements

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

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

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

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

PRESSURE IRRIGATION SYSTEM

(a) Required Improvements

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

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

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

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

SPECIAL FEATURES

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

- a) Required Improvements

- b) City Costs

- (1) None.

XIII.

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

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

XIV.

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

XV.

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

CITY OF TWIN FALLS, IDAHO

Mayor

Developer,

Canyon Village Plaza, LLC

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

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

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

Notary Public for Idaho
Residing

CORPORATION

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

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

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

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

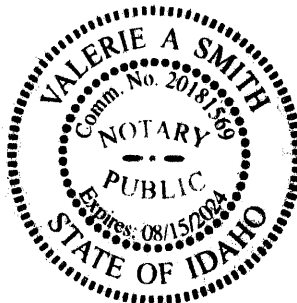
Notary Public for Idaho
Residing _____

PARTNERSHIP

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

On this 18th day of DECEMBER, 2020, before me, the undersigned, a Notary Public for Idaho, personally appeared G. KENT TAYLOR, known or identified to me (or proved to me on the oath of _____) to be one of the partners in the partnership of CANYON VILLAGE PLAZA LLC and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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



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

NOTICE OF DEVELOPER'S AGREEMENT

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

CANYON VILLAGE SUBDIVISION NO. 3, A PUD

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

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

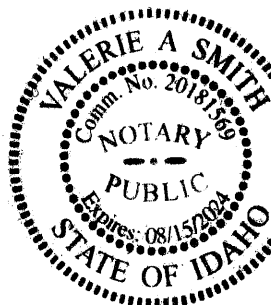
Developer

G. Kent Taylor
Canyon Village Plaza, LLC

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

On this 18th day of DECEMBER, 2020, before me, the undersigned, a Notary Public for Idaho, personally appeared G. KENT TAYLOR, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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



[Signature]
Notary Public for Idaho

Residing TWIN FALLS, ID

COMM. EXP: 8-15-2024



Date: Monday, June 21, 2021
To: Honorable Mayor and City Council
From: Chief, Craig Kingsbury, Twin Falls Police Department

PRESENTATION

Request:

Plaque presentation by Honorable Mayor Hawkins to Anna White and Taylor Zamora.

Time Estimate:

10 minutes

Background:

A car crashed through a fence early on a Sunday morning and the driver was partially ejected. Anna White and Taylor Zamora were driving past on the way back from their end of year prom and saw the scene. They stopped and dragged the driver out of the smoking car fearing it was going to catch fire. Anna and Taylor began CPR on the driver after finding no pulse. In the process, they opened his airway and he started to cough. They were able to clear his mouth and placed him in the recovery position, keeping him safe until the ambulance arrived. The patient was stabilized and flown to a trauma center. Without their initial actions, it is probable the patient would have died at the scene.

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

In recognition of their outstanding efforts in assisting a citizen involved in a car crash, we would like Anna White and Taylor Zamora to receive the Extraordinary Citizen Award presented by Mayor Suzanne Hawkins. Their selfless and self-initiated actions in helping to save the life of another person at the risk of their own

safety reflects the highest values and principles of our community.

Attachments:

None



Date: Monday, June 21, 2021

To: Honorable Mayor and City Council

From: Chief of Police Craig Kingsbury, Sergeant Steven Gassert, Twin Falls Police

ACTION ITEM

Request:

Request approval to accept a Partnership for Success Law Enforcement grant.

Time Estimate:

Less than 10 minutes

Background:

The Twin Falls Police Department has been approved for a Partnership for Success Law Enforcement grant through the Idaho Office of Drug Policy. This is the second year that we have been awarded this grant. The Partnership for Success Law Enforcement grant is aimed to prevent underage drinking, marijuana use, and methamphetamine use through June 30, 2022. The Twin Falls Police Department has been funded for the following activities: interdiction activities, party patrols, and underage drinking presentations.

As a college town, we are faced with on-going issues associated with underage drinking. With this grant, officers with the Twin Falls Police Department would be utilized to combat those issues. This would include doing presentations at local schools, at the College of Southern Idaho campus, and other events to talk about the risks encompassed with underage drinking. Our department would also use the funds for interdiction work to help prevent trafficking and dealing of illegal drugs in the City of Twin Falls. By utilizing grant funds, we could increase surveillance, traffic stops, and our presence in areas where drugs are known to be purchased at and sold from.

The City of Twin Falls continues to grow, and with the growth, we have had an increase in calls for service. Using the funds provided through the Partnership for Success Law Enforcement grant would help facilitate the interdiction work in these areas to help Twin Falls continue to be a safe place to live, thrive, and serve our community.

Approval Process:

Requesting the approval of Honorable Mayor Hawkins and members of the City Council to accept this grant.

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

The total funding allocated for this grant is \$32,450.97. By accepting this grant, underage drinking and the trafficking and sales of illegal drugs within our community could be prevented.

Attachments:

None



Date: Monday, June 21, 2021
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Request: Consideration to Award a Bid & Contract to Idaho Materials & Construction for the Airport Water & Sewer Installation Project

Time Estimate: The request will take approximately 5 minutes with additional time needed for questions and answers.

Background: At the City Council's April 26th meeting staff presented a request to utilize unbudgeted airport reserve funds (\$328,092) to supplement current year project budgeted funds (\$130,000) to install sewer and water lines in the new N.E. aviation hangar development area. The Council approved the request with a revised budget of \$458,092 for the project.

The airport opened bids on June 10th and the results were as follows:

Bidder	Base Bid	Bid Alternate	Total
5J Excavation	\$230,660	\$69,284	\$299,944
Extreme Excavation	\$222,462	\$67,550	\$290,012
ID Materials & Const.	\$216,859	\$47,640	\$264,499
Engineers Estimate	\$281,075	\$75,000	\$356,075

Budget Impact: The table below illustrates the budget impact with an award to the low bidder, ID Materials& Construction.

Total Project Budget	\$458,092
Bid Award	- \$264,449
20% Contingency Cost	- \$ 52,900
Engineering	- \$ 41,230
Total Remaining Project Budget	= \$ 99,513 (under budget)

Regulatory Impact:

The contract will be subject to standard regulatory requirements and reviewed by the City Attorney.

Conclusion: Staff recommends the City Council approve the bid award to ID Materials & Const. for \$264,449 and approve an additional 20% construction contingency (\$52,900) for potential change orders.

Attachments: J-U-B recommendation of Award letter.



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

June 15, 2021

Mr. Bill Carberry
Airport Manager
Magic Valley Regional Airport/Joslin Field
492 Airport Loop
Twin Falls, ID 83303

RE: Recommendation of Award – Magic Valley Regional Airport – Sewer and Water Extension

Dear Mr. Carberry:

This project advertised for sealed bids on May 20, 2021, and May 27, 2021. The bid opening was June 10, 2021, and three bids were received. Attached is a Bid Tabulation summarizing the unit prices and total bid amount for the low bidder. Below is a summary of the base bid results, as well as a summary of the bid alternate results:

Contractor	Base Bid Schedule	Alternate Bid Schedule	Total
Engineer's Estimate	\$281,075.00	\$75,000.00	\$356,075.00
Staker & Parson Companies, Inc., dba Idaho Material and Construction (IMC)	\$216,859.00	\$47,640.00	\$264,499.00
5J Excavation	\$230,660.00	\$69,284.00	299,944.00
Extreme Excavation	\$222,462.00	\$67,550.00	290,012.00

The bid proposal submitted by Staker & Parson Companies, Inc., dba Idaho Materials and Construction, Inc. (IMC) was the lowest total price for both the base bid and the bid alternate. Their bid was reviewed for submittal requirements and it appears to be responsive. This company is an appropriately licensed public works contractor in the State of Idaho.

After an analysis of the bids, J-U-B believes the proposal submitted by IMC to be competitive, fair, reasonable and responsive and recommends award of the Base Bid and Alternate Bid.

Enclosed are copies of the Notice of Award and Agreement for distribution to and execution by the awarded Contractor. The Bid Abstract is also enclosed for your files.

If you have any questions regarding the bid, bid results and subsequent award process, please call me at 208-376-7330.

Sincerely,

J-U-B ENGINEERS, Inc.

A handwritten signature in black ink, appearing to read "Josh Elliott", with a stylized, flowing script.

Josh Elliott, P.E.
Project Manager

Enclosures: Notice of Award
 Agreement
 Bid Abstract

cc: Erin Steel, P.E. – City of Twin Falls Engineering Department
 Kent Atkin, P.E. – J-U-B ENGINEERS, Inc.

NOTICE OF AWARD

Date: June 15, 2021

Project: Magic Valley Regional Airport – Sewer and Water Extension

Owner: City of Twin Falls

Owner's Contract No.:

Contract: Magic Valley Regional Airport – Sewer and Water Extension

Engineer's Project No.: 60-21-022

Bidder: Staker & Parson Companies dba Idaho Materials and Construction (IMC)

Bidder's Address: 1310 Addison Ave. West

Twin Falls, Idaho 83301

You are notified that your Bid dated June 10, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for constructing the water system improvements as specified in the contract documents.

The Contract Price of your Contract is Two Hundred Sixty Four Thousand, Four Hundred and Ninety Nine Dollars (\$264,499.00).

Three copies of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within 10 days of the date you receive this Notice of Award.

1. Deliver to the Owner three fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security Bonds and Insurance Certificates as specified in the Instructions to Bidders (Article 20), General Conditions (Article 5), and Supplementary Conditions (Article 5).
3. Other conditions precedent:
WH-5 Public Works Contract Report
Contractor for Public Works to Pay or Secure Taxes Form
Affidavit of Payment or Securement of All Taxes Form
You are required to return an acknowledged copy of this Notice of Award to the Owner.

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

Title

Copy to Engineer

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between _____ City of Twin Falls _____ (“Owner”) and
_____ Staker & Parson Companies dba Idaho Materials and Construction (IMC) _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Project generally consists of the installation of approximately 820 linear feet of water main, 730 linear feet of gravity sewer main, 500 linear feet of fiber optic conduit, four sewer manholes, various connections, valves and hydrants and associated trenching, backfill and compaction. There is ongoing earthwork underway at the airport and the awarded contractor will coordinate utility installation efforts with the construction efforts currently underway.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:
- 2.02 City of Twin Falls, Magic Valley Regional Airport – Sewer and Water Extension

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by J-U-B ENGINEERS, Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Days to Achieve Substantial Completion and Final Payment*
- A. Segment A of the Work for the Bid will be substantially completed within 20 calendar days and Segment B will be substantially completed within 45 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 25 calendar days (Segment A) and 60 calendar days (Segment B) after the date when the Contract Times commence to run. Segment A and B of the Work are defined as follows:
1. Segment A: Sewer STA 1 + 00 to STA 7 + 00
Water STA 10 + 00 to STA 16 + 00
 2. Segment B: All Sewer not within STA 1 + 00 to STA 7 + 00
All Water not within STA 10 + 00 to STA 16 + 00

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1000.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1000.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:
- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

UNIT PRICE WORK

Pay Item		Estimated Quantity	Unit	Unit Price	Total Price
ISPWC Reference	Description				
Total of Base Bid:				\$	

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of eight (8) percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 8, inclusive).
 2. Performance bond (pages 1 to 3, inclusive).
 3. Payment bond (pages 1 to 3, inclusive).
 4. Supplementary Conditions (pages 1 to 13, inclusive).
 5. Specifications as listed in the table of contents of the Project Manual.
 6. Drawings consisting of 9 sheets with each sheet bearing the following general title: City of Twin Falls, Magic Valley Regional Airport – Sewer and Water Extension.
 7. Addenda (numbers 1 to 1, inclusive).
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
 - c. Notice of Award (pages 1 to 1 inclusive).
 9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Twin Falls

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

City of Twin Falls

203 Main Ave East

Twin Falls, Idaho 83301

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

Staker & Parson Companies dba Idaho Materials & Construction

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

1310 Addison Ave. West

Twin Falls, Idaho 83301

License No.: 11916-U-1-2
(Where applicable)

Agent for service of process:

City of Twin Falls

MVRA Sewer and Water Extension - Engineer's Opinion of Probable Construction Cost

BID ABSTRACT**BASE BID UNIT PRICE SCHEDULE**

Pay Item		Estimated Quantity	Unit	ENGINEER'S ESTIMATE		5J Excavation		Idaho Materials		Extreme Excavation	
ISPCW Reference	Description			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
302.4.1.A.1	Rock Excavation	400	CY	\$180.00	\$72,000.00	\$145.00	\$58,000.00	\$174.00	\$69,600.00	\$140.00	\$56,000.00
307.4.1.A.7	Miscellaneous Surface Restoration (Natural Ground)	1,820	LF	\$20.00	\$36,400.00	\$3.69	\$6,715.80	\$6.10	\$11,102.00	\$4.00	\$7,280.00
307.4.1.G.1	Type "P" Surface Restoration (Asphalt Roadway)	52	SY	\$90.00	\$4,680.00	\$98.00	\$5,096.00	\$110.00	\$5,720.00	\$150.00	\$7,800.00
401.4.1.A.1	Water Main Pipe - 8" PVC	824	LF	\$60.00	\$49,440.00	\$47.45	\$39,098.80	\$51.50	\$42,436.00	\$63.00	\$51,912.00
401.4.1.C.1	Hot Tap Existing Water Main - 10" x 8"	1	EA	\$3,500.00	\$3,500.00	\$2,168.00	\$2,168.00	\$2,000.00	\$2,000.00	\$1,650.00	\$1,650.00
401.4.1.C.1	Hot Tap Existing Water Main - 6" x 6"	1	EA	\$3,500.00	\$3,500.00	\$1,855.00	\$1,855.00	\$1,800.00	\$1,800.00	\$1,350.00	\$1,350.00
402.4.1.A.1	Valve - 6" Gate	1	EA	\$2,000.00	\$2,000.00	\$1,940.00	\$1,940.00	\$2,300.00	\$2,300.00	\$1,950.00	\$1,950.00
402.4.1.A.1	Valve - 8" Gate	1	EA	\$2,000.00	\$2,000.00	\$2,401.00	\$2,401.00	\$2,700.00	\$2,700.00	\$2,200.00	\$2,200.00
403.4.1.A.1	Hydrant	2	EA	\$6,250.00	\$12,500.00	\$10,230.00	\$20,460.00	\$6,700.00	\$13,400.00	\$5,700.00	\$11,400.00
501.4.1.B.1	Gravity Sewer Pipe - 8" PVC	732	LF	\$60.00	\$43,920.00	\$65.75	\$48,129.00	\$35.50	\$25,986.00	\$60.00	\$43,920.00
502.4.1.A.1	Sanitary Sewer Manhole - 48" Type A	4	EA	\$6,500.00	\$26,000.00	\$4,075.00	\$16,300.00	\$4,400.00	\$17,600.00	\$4,000.00	\$16,000.00
502.4.1.F.1	Connection to Existing Manhole - 48"	1	EA	\$3,500.00	\$3,500.00	\$2,857.40	\$2,857.40	\$1,850.00	\$1,850.00	\$1,500.00	\$1,500.00
2010.4.1.A.1	Mobilization	1	LS	\$13,385.00	\$13,385.00	\$14,939.00	\$14,939.00	\$8,990.00	\$8,990.00	\$8,500.00	\$8,500.00
2040.4.1.D.1	Remove and Reset Fence	25	LF	\$30.00	\$750.00	\$153.00	\$3,825.00	\$105.00	\$2,625.00	\$140.00	\$3,500.00
SP-3000.4.1.A.1	2" Fiber Optic Conduit	500	LF	\$15.00	\$7,500.00	\$13.75	\$6,875.00	\$17.50	\$8,750.00	\$15.00	\$7,500.00
Total Base Bid Unit Price Schedule:					\$281,075.00		\$230,660.00		\$216,859.00		\$222,462.00

BID ALTERNATE UNIT PRICE SCHEDULE

Pay Item		Estimated Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
ISPCW Reference	Description										
307.4.1.A.7	Miscellaneous Surface Restoration (Natural Ground)	650	LF	\$20.00	\$13,000.00	\$5.75	\$3,737.50	\$6.10	\$3,965.00	\$4.00	\$2,600.00
401.4.1.A.1	Water Main Pipe - 8" PVC	100	LF	\$60.00	\$6,000.00	\$86.37	\$8,637.00	\$51.50	\$5,150.00	\$110.00	\$11,000.00
402.4.1.A.1	Valve - 8" Gate	2	EA	\$2,000.00	\$4,000.00	\$2,401.00	\$4,802.00	\$2,700.00	\$5,400.00	\$3,200.00	\$6,400.00
402.4.1.B.1	4" Blow-off Assembly	2	EA	\$3,000.00	\$6,000.00	\$4,585.00	\$9,170.00	\$2,400.00	\$4,800.00	\$4,850.00	\$9,700.00
501.4.1.B.1	Gravity Sewer Pipe - 8" PVC	550	LF	\$60.00	\$33,000.00	\$63.25	\$34,787.50	\$35.50	\$19,525.00	\$55.00	\$30,250.00
502.4.1.A.1	Sanitary Sewer Manhole - 48" Type A	2	EA	\$6,500.00	\$13,000.00	\$4,075.00	\$8,150.00	\$4,400.00	\$8,800.00	\$3,800.00	\$7,600.00
Total Bid Alternate Unit Price Schedule:					\$75,000.00		\$69,284.00		\$47,640.00		\$67,550.00
Total Base Bid + Bid Alternate:					\$356,075.00		\$299,944.00		\$264,499.00		\$290,012.00



Date: Monday, November 2, 2020
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Request: Consideration of a Contract with ID Power for a Power Line in the Airport's N.E. Development Area

Time Estimate: The staff presentation will take approximately 5 minutes, with possibly additional time for questions.

Background: In addition to the water and sewer projects in the airport's N.E. Development area this fiscal year, the airport has \$35,000 in this year's budget for a power line installation by Idaho Power. The cost estimate was provided to the airport in the early part of 2020.

In the last several months the power line project has been revised in its scope and design to expand three phase power capabilities and build in contingency for additional rock excavation and trenching costs.

Budget Impact: The table below illustrates the budget impact of the pending contract:

FY 2021 Power line budget	\$35,000
Line installation costs	- \$42,637
*Contingency for Rock Removal/Trenching/Misc.	-\$29,471
FY 2021 Airport Power Line Budget	(\$37,108) (over budget)
Contingency Funds from Water/Sewer Project Surplus	+\$99,513
Surplus Airport Utility Project Funding	\$62,405 (under budget)
* Any unused contingency funds will be refunded.	-----

Regulatory Impact: The ID Power contract is their standard form for commercial power line installations. The work has been reviewed by the Airport's Engineering firm, J-U-B, and the City Attorney's office.

Conclusion: Staff recommends that the City Council authorize the Airport to utilize an additional \$37,108 from the Airport's water/sewer utility project surplus and approve the contract with Idaho Power in the amount of \$72,108.

Attachments: Idaho Power Agreement



CUSTOMER COST QUOTE IDAHO

Customer or Project Name: MV AIRPORT - N 2900 E/TF - COMMERCIAL UPGRADE

Construction Costs

Line Installation Costs

1. Line Installation/Upgrade Charge	\$42,637
2. Customer Credits (Betterment, Metering, Salvage)	\$0
3. Customer Performed Construction Work Credit	\$0

4. Net Line Installation Cost	\$42,637
--------------------------------------	-----------------

Unusual Conditions

5. Unusual Conditions	\$25,882
6. Unusual Conditions Bank Letter of Credit (Only for over \$10,000)	\$0

7. Net Unusual Conditions	\$25,882
----------------------------------	-----------------

Terminal Facilities Costs

8. Terminal Facilities	\$233
9. Terminal Facilities Allowances	\$0
10. Terminal Facilities Salvage	\$0

11. Net Terminal Facilities Cost	\$233
---	--------------

12. Underground Service and Attachment Charges	\$0
---	------------

13. Engineering Charge	\$624
-------------------------------	--------------

14. Permits	\$0
--------------------	------------

15. Relocation or Removal	\$2,732
----------------------------------	----------------

16. Miscellaneous Charges/Adjustments	\$0
--	------------

17. Net Construction Costs (Line Items 4, 7, 11, 12, 13, 14, 15, 16)	\$72,108
---	-----------------

18. Prepaid Charges (Engineering, Permits & Right-of-Way)	\$0
---	-----

19. Vested Interest Charge	\$0
----------------------------	-----

20. Customer Payment Due Prior to Construction Scheduling	\$72,108
--	-----------------

This cost may not include all construction costs, see page 3 if additional service charges apply.

Notes:

Notice: This Customer Cost Quote shall be binding on both Idaho Power Company ("Idaho Power") and Customer for a period of 60 days from the quoted date indicated below, subject to changes in information provided by the Customer or changes in Idaho Power's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission ("IPUC") and the Public Utility Commission of Oregon ("OPUC"). Customer must make payment of the quoted amount not less than (30) days prior to the start of the construction work set forth in this agreement ("Work"). However, Idaho Power does not represent or warrant that the Work will commence within 30 days of receipt of payment. The start of the Work is subject to Idaho Power's ability to obtain the necessary labor, materials and equipment.

Internal use				Page 1 of 3	
Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:	
00467053	2270771559	27575148	0000148668	002	

By Initialing below, Customer acknowledges and agrees to the following:

X  Customer initials
Charges for relocation, transfer or removal of non-Idaho Power equipment attached to Idaho Power facilities are not included in this Customer Cost Quote. It is the Customer's responsibility to coordinate this work with the affected utility. All charges associated with this work are the responsibility of the Customer. For utility contact information, please call 208-388-2886.

X  Customer initials
The Customer has received the Underground Residential Conduit Installation brochure/packet or will access the information available online at <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/UGResConduitInstall.pdf>

X  Customer initials
Final Grade: Customer understands that as of X  the above-named project will be ready for facilities to be installed by Idaho Power. All roadways and cable routes must have all grading and sub grading completed by this date. The project must be properly referenced and have grade stakes installed at all Idaho Power device locations and as might be necessary to establish proper elevations and burial depths Idaho Power facilities. The Customer will be responsible for the total cost of damage to Idaho Power facilities resulting from any subsequent changes in property, any needed relocation, repair, or lines, lot lines, elevations, grades, excavations, or profiles causing improper locations or burial depths of above-ground equipment, below-ground equipment, cable, or conduit.

X  Customer initials
Unusual Conditions: As defined in Idaho Power's line installation tariff, Rule H, Unusual Conditions are construction conditions not normally encountered, but which Idaho Power may encounter during construction which impose additional, project-specific costs. These conditions include, but are not limited to: frost, landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging/trenching, boring, nonstandard facilities or construction practices, and other than available voltage requirements. The total cost for all Unusual Conditions, in connection with the work as set forth on this Customer Cost Quote will be based on the actual costs incurred by Idaho Power related to the conditions encountered during performance of the Work. Upon completion of all Work, Idaho Power will refund to Customer any Unusual Conditions amount set forth on this Customer Cost Quote sheet but, not incurred by Idaho Power.

Prior to commencement of the work, Customer shall identify for Idaho Power the location of all underground pipes, lines, and other facilities (collectively, the "Underground Lines") that may be on Customer's property where Idaho Power is working. Customer agrees to be responsible for identification and location of all Underground Lines and shall indemnify, defend, reimburse and hold harmless Idaho Power and its successors and their respective directors, officers, members, employees, representatives and agents for, from, and against any and all claims, liabilities, losses, damages, expenses, suits, actions, proceedings, judgement and costs of any kind (collectively, "Damages"), whether actual or merely alleged and whether directly incurred or from a third party, arising out of or relating to Customer's failure to properly or adequately identify and locate the Underground Lines, except to the extent finally determined by a court of law that such Damages resulted from the gross negligence or willful misconduct of Idaho Power, its agents, subcontractors, employees, officers or directors.

Internal use				Page 2 of 3	
Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:	
00467053	2270771559	27575148	0000148668	002	

The Customer acknowledges Idaho Power's Rule C (Service and Limitations), Section 7 (Right of Way) on file with the IPUC. OPUC: "The Customer shall, without cost to Idaho Power, grant Idaho Power a right-of-way for Idaho Power's lines and apparatus across and upon the property owned or controlled by the Customer, necessary or incidental to the supplying of Electric Service and shall permit access thereto by Idaho Power's employees at all reasonable hours." By signing this Customer Cost Quote, Customer grants to Idaho Power a perpetual right-of-way over the Customer's property for the installation, operation, replacement and maintenance of power facilities to provide electrical service to the Customer and any future owners of the Customer's property.

Construction Costs available for refund

(Vested Interest limited to 5 years or 4 additional applicants)

\$59,992

Customer Payment Due Prior to Scheduling Construction

\$72,108

X

Customer
initials

Underground Service Attachment Charges to be billed separately

The Customer understands that Underground Service Attachment Charges will be billed separately on the first month's power bill after service installation has been completed. In addition, the Customer has reviewed and acknowledges their responsibility for these costs. Idaho and Oregon cost information are available online at:

ID: <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/IdahoCostInfo.pdf>

OR: <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/OregonCostInfo.pdf>

Please sign and return all relevant forms along with the amount stated on the Customer Cost Quote to:

IDAHO POWER COMPANY
243 Blue Lakes Blvd S
Twin Falls, ID 83301

Customer Signature

X

Date

X

Idaho Power Representative

Queen Beattie

Quote Date

6-15-2021

Internal use

Page 3 of 3

Service Request Number:

00467053

Customer Account Number:

2270771559

Work Order Number:

27575148

Design Number:

0000148668

Version:

002



Date: Monday, June 21, 2021
To: Honorable Mayor and City Council
From: Jonathan Spendlove

PRESENTATION

Request:

Zoning Application Fee Discussion.

Time Estimate:

Approximately fifteen (15) minutes for the presentation, and five additional minutes for questions.

Background:

For the past 3 years the PZ Department has been keeping track of every application, or item, that requires Staff to make an official determination, take action, or facilitate a public hearing. On average we are seeing approximately 160 Zoning Applications/Items per year. Some of these would require extensive staff time to accomplish, while others are reviewed quickly with minimal time expended.

The discussion we would like to focus on are the permits that take extensive amounts of time (generally more than an hour) to accomplish. Additionally, we would like to focus on the applications/items that increase the demand on City resources.

Starting back in 1978, the City enacted a resolution requiring an application fee for Preliminary and Final Plats. The cost was a base \$50 + \$10 per lot. Since that time, 43 years ago, the City has not revisited this application fee. On average the City will receive 12 or so Plats throughout the year. These applications are time intensive to review, and require fairly extensive staff time to go through the process.

In 1996 the City enacted a resolution for the majority of the other Zoning Application fees (see attachment of current fees). The one Application that we see the most of is Special Use Permits. These applications vary greatly in their time intensiveness for review, as well as the preparation for, and time commitment of, the required Public Hearing. The current fee for a Special Use Permit is \$50. Recently, the hard cost of publishing the public hearing in the newspaper crested above \$50 for the most basic special use permits.

The purpose of this discussion is to alert the Council that many of the Zoning Applications requiring public hearings are no longer covering the cost of the publication in the paper. In addition, we believe the fees for Zoning Applications should be adjusted in order to more closely align with the costs of Staff time to process the application.

Approval Process:

N/A

Budget Impact:

No budget impact anticipated at this time.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

No final decision is being sought. We are seeking for a discussion and some general direction on whether to include Zoning Application Fee adjustments within the annual evaluation of the Master Fee Schedule conducted by the City Finance Department in August.

Attachments:

1. Current PZ Fee Schedule

Planning & Zoning Annexation	\$	200.000
Planning & Zoning Appeal or Readvertisement at applicant's request	\$	50.000
Planning & Zoning Comprehensive Plan Amendment	\$	150.000
Planning & Zoning Investigation fee	Cost of investigation + cost of permit required	
Planning & Zoning Non-Conforming Building Expansion permit	\$	50.000

R-2020-020

MASTER CITY-WIDE FEE SCHEDULE

Planning & Zoning Publication costs	Publication costs	
Planning & Zoning Rezone with PUD/ZDA	\$	215.000
Planning & Zoning Rezone without PUD/ZDA	\$	180.000
Planning & Zoning Sign - Impound Recovery Fee	\$	25.000
Planning & Zoning Sign - Permanent with inspection	\$	100.000
Planning & Zoning Sign - Permanent without inspection	\$	50.000
Planning & Zoning Sign - Temporary	\$	25.000 Per Sign; Per Instance
Planning & Zoning Sign - Temporary: for non-profit & non-commercial	\$	-
Planning & Zoning Special Use Permit	\$	50.000
Planning & Zoning Vacation	\$	250.000
Planning & Zoning Variance	\$	110.000
Planning & Zoning Zoning Title Amendment	\$	200.000