



Twin Falls City Council Agenda

Monday, August 9, 2021, 5:00 PM

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

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

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) PROCLAMATIONS: None
- 4) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve May 13, 2021, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve Accounts Payable for July 29 to August 11, 2021.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to approve the Wells Fargo Credit Commercial Card for June 2021
By: Amy Luna, Finance Administrative Assistant
 - d) **ACTION ITEM:** Request to approve the Fill the Boot fundraising event.
By: Sergeant Lou Coronado, Twin Falls Police
 - e) **ACTION ITEM:** Request to approve the Bands at the Bridge event.
By: Sergeant Lou Coronado, Twin Falls Police
 - f) **ACTION ITEM:** Request to approve the Magic Valley 911 Memorial.
By: Sergeant Lou Coronado, Twin Falls Police
 - g) **ACTION ITEM:** Request to approve the Magic Valley Brewing LLC Alcohol License
By: Amy Luna, Finance Administrative Assistant
 - h) **ACTION ITEM:** Request to approve the City of Twin Falls 9/11 Memorial.
By: Sergeant Lou Coronado, Twin Falls Police
 - i) **ACTION ITEM:** Request to approve the Summer Showdown Car Show event.
By: Sergeant Lou Coronado, Twin Falls Police
- 5) ITEMS OF CONSIDERATION
 - a) **ACTION ITEM:** Consideration of an FAA American Rescue Plan Grant Offer in Support of Magic Valley Regional Airport
By: William Carberry, Airport Manager

- b) **DISCUSSION:** Discussion on Focus Areas 1 and 6 of the FY 21-22 Budget.
By: Travis Rothweiler, City Manager
- c) **ACTION ITEM:** Request to adopt a Resolution of the City Council for the City of Twin Falls stating the intent to use the forgone levying authority for the fiscal year 2021-2022 budget.
By: Travis Rothweiler, City Manager
- d) **ACTION ITEM:** Adoption of the Tentative Budget for the City of Twin Falls for the 2021-2022 Fiscal Year in the amount of \$69,464,941 and set August 23, 2021 at 6:00 p.m. as the date and time for the public budget hearing.
By: Travis Rothweiler, City Manager
- 6) **GENERAL PUBLIC INPUT**
- 7) **ADVISORY BOARD REPORT/ANNOUNCEMENTS**
- 8) **PUBLIC HEARINGS**
 - a) **ACTION ITEM:** Request to allow for Additional Building Height for new silo on property located at 236 Washington Street South c/o Dick Vawser on behalf of Glanbia Nutritionals. (PZ21-0076) On July 13, 2021, the Planning and Zoning Commission recommended approval of this request by a vote of 4-0.
By: Elizabeth Hart, Senior City Planner
 - b) **ACTION ITEM:** Public hearing on fee and rate increases for the City of Twin Falls.
By: Breanna Howard, CFO
- 9) **ADJOURNMENT**
 - a) **ACTION ITEM:** ADJOURN TO EXECUTIVE SESSION §74-206 (1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.

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

Public Input Procedures

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

Public Hearing Procedures for Zoning Requests

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

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



Twin Falls City Council Minutes

Monday, August 2, 2021, 5:00 PM

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

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

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

Absent:

Staff Present: City Manager Travis Rothweiler, City Attorney Shayne Nope, CFO Breanna Howard, Budget Coordinator Mat Farnes, Assistant Finance Director Brent Hyatt, Fire Chief Les Kenworthy, Captain Matt Hicks, Lt. Terry Theuson, Public Works Director Jon Caton, Shop Supervisor Norman Hatke, Water Superintendent Rob Bohling, Streets Superintendent Mark Thomson, Streets Operator Jarrod Bordi, P&Z Administrative Assistant Kelli Ebersole, City Planner Ian Zollinger, City Engineer Josh Baird, Assistant City Engineer Troy Vitek, Staff Engineer Lee Glaesemann, Recruitment Coordinator Kristen Kohntopp, Wellness & Safety Coordinator Katy Touchette, Recruitment Coordinator Cailin Gibson, HR Director Gretchen Scott, Desktop Support Analyst Kim Hafer, 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 Barigar moved to approve the Consent Calendar as presented. **Vice Mayor Pierce** seconded the motion. The roll call vote showed all members present voted in favor of the motion. 7 to 0.

- a) Request to approve Accounts Payable for July 22-28, 2021.
- b) Request to approve July 26, 2021, City Council Minutes.
- c) Request to approve the Findings of Fact and Conclusions of Law for the VistaRim Townhomes, ZDA Final Plat.
- d) Request to approve the "Twin Falls Old Town Criterium."

5) ITEMS OF CONSIDERATION

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

CFO Howard made a presentation on the finances of the City of Twin Falls for the third quarter of the fiscal year 2020-2021.

Discussion ensued on the following:

Council Member Lanting: Asked for clarification on the cable franchise fees.

Council Member Barigar: Spoke about the franchise fees.

Mayor Hawkins: Talked about the state looking into the franchise fees.

Council Member Lanting: Spoke about pressurized irrigation.

Vice Mayor Pierce: Asked about the 4th quarter of 2020.

Council Member Barigar: Spoke on the overage amount. What is the breakdown of the pressurized and metered water?

Mayor Hawkins thanked **CFO Howard** for her presentation.

- b) Request to increase compensation plan for the Mayor and City Council by Ordinance.
City Attorney Nope requested an increased compensation plan for the mayor and City Council by Ordinance.

Discussion ensued on the following:

Council Member Lanting: Spoke in favor of the increase of 15%.

Vice Mayor Pierce: Spoke on the increases over the years.

Mayor Hawkins: Spoke on the increase and the amount of time they put in.

Council Member Reid: Spoke about fair compensation. In favor of an 8% increase.

Council Member Hawkins: Spoke in favor of the 10 or 15% increase.

Vice Mayor Pierce: Asked about a split increase.

Council Member Boyd: Spoke about the 10% and the amount of time since any increases. In favor of the 10-15% increase.

Vice Mayor Pierce: The increase over the last 14 years is about 41%.

Mayor Hawkins: Spoke in favor of the 10%

MOTION: Council Member Lanting moved to increase compensation for the Mayor and City Council with a 7.5% increase in 2022 and a 7.5% increase in 2023.

Mayor Hawkins: Spoke against this motion.

Motion: Council Member Barigar moved to amend the motion to be 10% for 2022. The roll call vote showed all members present voted on the amended motion. Approved 5 to 2.

MOTION: Council Member Lanting moved to approve the request for an increased compensation plan for the Mayor and City Council by ten percent (10%) effective 2022. **Vice Mayor Pierce** seconded the motion. The roll call vote showed all members present voted on the motion. Approved 6 to 1.

MOTION: Council Member Lanting made a motion to suspend the rules and place *Ordinance 2021-014* on third and final reading by title only under suspension of the rules. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted on the motion. Approved 6 to 1.

Mayor Hawkins: Read *Ordinance 2021-014* by title only.

MOTION: Council Member Lanting moved to approve *Ordinance 2021-014*, a request for a 10% compensation increase for the Mayor and City Council for 2022. **Vice Mayor Pierce** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 1.

- c) A request to consider entering a memorandum of understanding with Twin Falls County regarding building department permitting.
City Manager Rothweiler requested consideration of entering a memorandum of understanding with Twin Falls County regarding building department permitting.

Discussion ensued on the following:

Council Member Lanting: Asked if this was just for the building fees and not any others.

Vice Mayor Pierce: Asked if this has changed from the posted version.

MOTION: Council Member Boyd moved to approve the request to enter a memorandum of understanding with Twin Falls County regarding the building department permitting. **Vice Mayor Pierce** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- d) A presentation of the City Manager's Recommended Budget for FY 2022 followed by citizen input.
City Manager Rothweiler made a presentation of the recommended budget for FY 2022.

Streets Superintendent Thomson presented the Street Department requests.
Shop Supervisor Hatke presented the Shop Department requests.
Water Superintendent Bohling presented the Water Department requests.
City Engineer Baird presented the Wastewater Treatment plant requests.
Public Works Director Caton presented the Wastewater Department request.
P&Z Administrative Assistant Ebersole presented P&Z fee information.
City Manager Rothweiler requested guidance on Category B Capital Requests.

Discussion ensued on the following:

Council Member Barigar: Asked if we have infrared cameras in place at this time?

Mayor Hawkins: Talked about the signals on Kimberly Road.

Council Member Reid: How many vehicles/equipment are you responsible for keeping running?

Mayor Hawkins: Asked about increased personnel.

Council Member Reid: Asked about the mainline replacements and the plans.

Council Member Reid: Asked about the equipment at the plant and its replacement.

Council Member Lanting: Do you do something to get rid of the roots?

Council Member Barigar: Asked about the printouts.

Council Member Reid: Asked if the building community has seen the proposed figures.

Council Member Barigar asked for more information on the OpenGov Permitting Software. Blue Lakes Corridor Study vs. the Master Transportation Planning and what is different.

Mayor Hawkins: Asked about the streaming issues that we have had over the past year. Asked about the City Park bathrooms.

Citizen comment: None.

Mayor Hawkins thanked the staff for their presentations.

6) GENERAL PUBLIC INPUT: None.

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

Vice Mayor Pierce spoke about "National Night Out" in City Park on Tuesday, August 3, 2021, from 5-8 p.m.

8) PUBLIC HEARINGS: None

9) ADJOURNMENT

The meeting adjourned at 07:35 PM

Amy Luna, Finance Administrative Assistant

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



Date: Monday, August 9, 2021, Council Meeting
To: Honorable Mayor and City Council
From: Sergeant Lou Coronado, Twin Falls Police Department

Request:

Request to approve the Fill the Boot fundraising event.

Time Estimate:

Staff is requests that this item be placed on the Consent Calendar.

Background:

Dave Owens, on behalf of the Twin Falls Fire Fighters, Local 1556, has submitted a special events application requesting to hold the Fill the Boot Muscular Dystrophy Association fundraiser. This is an annual event in which the Twin Falls Fire Department has participated for number of years. Fill the Boot event will be held on August 13, 2021, from 8 a.m. to 6 p.m.

Over the course of 8 hours, 30 firefighters (4-5 at a time) will wait near the intersection of Addison Ave East and Locust Street to solicit donations for the Muscular Dystrophy Association. All proceeds of this charity event will go towards sending local children with muscular dystrophy to a specialized summer camp.

Signs in all directions will inform motorists of the event ahead and cones will be placed along traffic lines for firefighter safety. Traffic will not be blocked. A staging area will be set up at the Northwest corner of the intersection in the Connections Credit Union parking lot.

Approval Process:

Consent of the City Council

Budget Impact:

There is no budget impact.

Regulatory Impact:

N/A

Conclusion:

This Special Events Application has been approved by several relevant City Staff members and the Twin Falls Police Department Staff. It is recommended that this request be approved by the City Council as presented.



Date: Monday, August 9, 2021, Council Meeting
To: Honorable Mayor and City Council
From: Sergeant Lou Coronado, Twin Falls Police Department

Request:

Request to approve the Bands at the Bridge event.

Time Estimate:

Staff recommends this item be placed on the consent calendar.

Background:

Blake Gardner has submitted a special events application requesting to hold the Bands at the Bridge on September 10, 2021. This event will be held at the Twin Falls Visitor Center. The event is scheduled to take place from 6:30 p.m. until 9:30 p.m.

The Bands at the Bridge is an event where they hope to bring suicide awareness and help with prevention tool. They are inviting South Central Health and Health and Welfare to participate in this event.

The event is free to the public, and everyone is welcome to attend.

They are planning on having bounce houses for the children to enjoy and are planning on having rock painting.

Approval Process:

Consent of the City Council.

Budget Impact:

There will be no alcohol served at this event. The police department administration does not feel there is a need for security, therefore there is no budget impact.

Regulatory Impact:

N/A

Conclusion:

Relevant City Staff members have approved the Special Events Application request. The Twin Falls Police Department Staff recommends that the on-duty Patrol Supervisor be given the authority to order the event organizers to mitigate the sound of amplified noise. If there are continued noise complaints or disturbances by those participating in the event, and non-compliance, the on-duty Patrol Supervisor shall have authority to terminate the event.

Based on this request, and the information provided, Staff recommends that this event be approved.

Attachments:

N/A



Date: Monday, August 2, 2021, Council Meeting

To: Honorable Mayor and City Council

From: Sergeant Lou Coronado, Twin Falls Police Department

Request:

Request to approve the Magic Valley 911 Memorial.

Time Estimate:

Staff recommends this item be placed on the consent calendar.

Background:

LaRae Saufley has submitted a special events application requesting to hold the Magic Valley 9/11 Memorial on September 11, 2021. This event will be held at the Twin Falls Visitor Center and Magic Valley Mall (north lot) located west of the Visitor Center. The event is scheduled to take place from 6:00 p.m. until 9:00 p.m.

The Magic Valley 9/11 Memorial will feature a "Twin Tower" light on the mall pad west of the Visitor Center. There will be a guest speaker along with a small number of vendors. There will also be a fly over by the Idaho Air National Guard.

The event is free to the public, and everyone is welcome to attend.

There has been an acceptable plan submitted for parking and the removal of trash. Also, the organizer has submitted the necessary insurance to cover the event.

Approval Process:

Consent of the City Council.

Budget Impact:

There will be no alcohol served at this event. The police department administration does not feel there is a need for security, therefore there is no budget impact.

Regulatory Impact:

N/A

Conclusion:

Relevant City Staff members have approved the Special Events Application request. The Twin Falls Police Department Staff recommends that the on-duty Patrol Supervisor be given the authority to order the event organizers to mitigate the sound of amplified noise. If there are continued noise complaints or disturbances by those participating in the event, and non-compliance, the on-duty Patrol Supervisor shall have authority to terminate the event.

Based on this request, and the information provided, Staff recommends that this event be approved.

Attachments:

N/A



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: Magic Valley Brewing LLC State License # 31284
Doing Business As: Magic Valley Brewing
Physical Address: 125 Main ave west City, State, Zip Twin Falls, ID. 83301
Legal Description of Place of Business Lot _____ Block _____ Subdivision Suite 5
Mailing Address _____ City, State, Zip: _____
Contact Person: Judy White Phone _____

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 \$ 400.00

Applicant is an: Individual ☒ Partnership ☒ LLC Corporation ☐

If a partnership, name all partners:

Name: Richard White
Name: Judy White
Name: Benjamin White

If a corporation or association, name all officers:

Name: _____
Title: _____
Name: _____
Title: _____

Name: _____

Title: _____

Name: _____

Title: _____

Date of incorporation or organization: 4-21-2015 Place of incorporation or organization: BUHL, IDAHO

Principal place of business in Idaho: 208 Broadway AVE NORTH, BUHL, ID. 83316

Owner of premises: Richard White

Name of person who will manage business of selling beer at retail: Judy White

(If a partnership, all partners must sign)

Signature of applicant [Signature]

Name: RICHARD WHITE [Redacted]

Signature of applicant Judy White

Name: Judy White [Redacted]

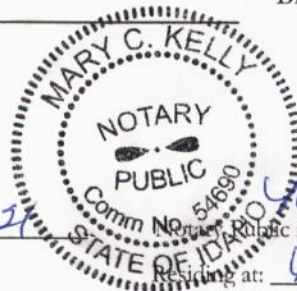
Signature of applicant [Signature]

Name: Benjamin White [Redacted]

Signature of applicant _____

Name: _____ Birth date: _____

Subscribed and sworn to before me this 3rd day of July, 2015
Judy White
Notary Public for Idaho
Residing at: Buhl, Idaho
Notary Expiration Date: 6-26-2017



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:

State of Idaho

Idaho State Police

Cycle Tracking Number: 126659

Premises Number: 2T-31284

Retail Alcohol Beverage License

License Year: 2022

License Number: 31284

This is to certify, that
doing business as: Magic Valley Brewing LLC
Magic Valley Brewing

is licensed to sell alcoholic beverages as stated below at:
125 Main Ave West, 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.

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	Yes <u>\$100.00</u>
Wine by the glass	Yes <u>\$100.00</u>
Kegs to go	Yes <u>\$20.00</u>
Growlers	Yes <u>\$0.00</u>
Restaurant	No
On-premises consumption	Yes <u>\$0.00</u>
Multipurpose arena	No
Plaza	No

TOTAL FEE: \$270.00

License Valid: 07/01/2021 - 06/30/2022

Expires: 06/30/2022

Judy White
Signature of Licensee, Corporate Officer, LLC Member or Partner

MAGIC VALLEY BREWING LLC
MAGIC VALLEY BREWING
4059 N 1200 E

BUHL, ID 83316

Mailing Address



License No. 2022-186
License Year 2022



This License is Valid:

July 20, 2021 - June 30, 2022

State of Idaho

Retail Alcoholic Beverage License

This is to certify that MAGIC VALLEY BREWING LLC

doing business as MAGIC VALLEY BREWING

at 125 MAIN AVE WEST, TWIN FALLS, IDAHO 83301

a(n) Partnership, 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..... 100.00
Bottled or canned beer
on premises.....
Bottled or canned beer
off premises.....
County Wine by the bottle.....
County Wine by the glass..... 100.00
Retail Liquor.....

\$ 200.00

Signature of Licensee or Officer of Corporation

Judy White

Witness my hand and seal this July 20, 2021

Board of Twin Falls County Commissioners

[Signature]
Chairman

[Signature]
Vice Chairman

[Signature]
Commissioner

[Signature]
Clerk of the Board
Kristina Glascock



08/03/2021

01:08 PM

Magic Valley Brewing LLC
Customer #: 000000

Alcohol Licens		
e		400.00

Total		400.00
Cash		0.00
Ck	1101	400.00
Change		0.00

Cashier: jhiggins Station: DE-JFSPMV2
Receipt #02775290

City of Twin Falls
203 Main Avenue East
P.O. Box 2469
Twin Falls, ID 83303-2469
(208) 735-7249



Date: Monday, August 9, 2021, Council Meeting

To: Honorable Mayor and City Council

From: Sergeant Lou Coronado, Twin Falls Police Department

Request:

Request to approve the City of Twin Falls 9/11 Memorial.

Time Estimate:

Staff recommends this item be placed on the consent calendar.

Background:

Josh Palmer has submitted a special events application requesting to hold the City of Twin Falls 9/11 Memorial on September 11, 2021. This event will be held in front of City Hall on Hansen St. East.

This event is for the first responders and city staff to remember the terrorist attacks on September 11th and those first responders who sacrificed all for others.

The event will start at 8:45a.m. sharp (time of first impact) and last approximately one hour. The event will include the color guard, flag lowering, and a guest speaker.

The event will be publicly announced, and the public is welcome to attend, however, most attendees are expected to be first responders and city staff.

Approval Process:

Consent of the City Council.

Budget Impact:

The police department administration does not feel there is a need for security, therefore there is no budget impact.

Regulatory Impact:

N/A

Conclusion:

Relevant City Staff members have approved the Special Events Application request. The Twin Falls Police Department Staff recommends that the on-duty Patrol Supervisor be given the authority to order the event organizers to mitigate the sound of amplified noise. If there are continued noise complaints or disturbances by those participating in the event, and non-compliance, the on-duty Patrol Supervisor shall have authority to terminate the event.

Based on this request, and the information provided, Staff recommends that this event be approved.

Attachments:

N/A



Date: Monday, August 9, 2021, Council Meeting

To: Honorable Mayor and City Council

From: Sergeant Lou Coronado, Twin Falls Police Department

Request:

Request to approve the Summer Showdown Car Show event.

Time Estimate:

Staff is requests that this item be placed on the Consent Calendar.

Background:

Richard Linares, on behalf of the Summer Showdown, has submitted a special events application requesting to hold a Summer Showdown Car Show. The car show will be held on August 14, 2021, from 8 a.m. to 4 p.m.

The car show will be held at the Twin Falls City Park, they will have amplified sound in the form of recorded music and announcement of trophy winners.

Linares says this a family friendly event, all are welcome to come out and enjoy all the nice-looking cars that will be on display.

Approval Process:

Consent of the City Council

Budget Impact:

There is no budget impact.

Regulatory Impact:

N/A

Conclusion:

This Special Events Application has been approved by several relevant City Staff members and the Twin Falls Police Department Staff. It is recommended that this request be approved by the City Council as presented.



Date: Monday, August 9, 2021
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Request: Consideration of an FAA American Rescue Plan Grant Offer in support of Magic Valley Regional Airport.

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

Background: Due to the Corona virus pandemic, and in the interest of continuing support for airports, the U.S. Congress passed the American Rescue Plan Act (ARP) in March of 2021. The airport grant funding is for costs related to operations, personnel, cleaning, improving terminal building air quality, and debt service payments. The airport will utilize funding received from the grant for terminal HVAC upgrades, to include improved filtration and disinfection capabilities later this fall.

Although airport traveler numbers have seen a strong rebound from 2020 activity, and with any lingering effects from the downturn difficult to forecast, the ARP grant is a welcome source of funding to help insulate the airport's operating revenue for a period of time.

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

Budget Impact: This is the third, and foreseeably the last, of a 3-grant series offered to the airport as relief grants. The sum of all three of the grants totals \$3,464,557. The funding is 100% and requires no local match, and will be used to assist with the airport's operations budget. The funds will be reimbursed to the airport for all operational expenses incurred and held as airport reserve funding. Moreover, the funds will be utilized to make up any revenue losses and for future strategic investments, such as the pending terminal HVAC upgrades to improve air quality and disinfection.

Regulatory Impact: The grant assurances will not have all the same requirements as the typical grants associated with development projects. The City Attorney will review the grant offer.

Conclusion: Staff recommends that the City Council approve acceptance of the Airport Rescue Plan grant offer in the amount of \$1,253,363, and authorize the Mayor to sign the grant agreement.

Attachments: American Rescue Plan Airport Grant Agreement



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Idaho, Montana

FAA HLN ADO
2725 Skyway Dr.
Helena, MT 59602

Airport Rescue Grant Transmittal Letter

August 2, 2021

The Honorable Suzanne Hawkins, Mayor
City of Twin Falls
PO Box 1907
Twin Falls, ID 83303

The Honorable Jack Johnson, Chairman
Twin Falls County Board of Commissioners
PO Box 126
Twin Falls, ID 83303

Dear Mayor Hawkins and Commissioner Johnson:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-16-0036-051-2021 for Joslin Field - Magic Valley Regional Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **August 15, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Gary Gates is the assigned program manager for this grant and is available to assist you and your designated representative with the requirements stated herein. Gary can be reached at (406) 441-5405 or gary.gates@faa.gov. The FAA sincerely values your cooperation in these efforts.

Sincerely,

A handwritten signature in black ink, reading "Steve L. Engebrecht". The signature is fluid and cursive, with a long horizontal line extending from the end of the name.

Steve L. Engebrecht
Assistant Manager



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date August 2, 2021

Airport/Planning Area Joslin Field - Magic Valley Regional Airport

Airport Rescue Grant No. 3-16-0036-051-2021 (DOT-FA21NM-K2121)

Unique Entity Identifier 156164758

TO: County and City of Twin Falls

(herein called the "Sponsor") (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated July 12, 2021, for a grant of Federal funds at or associated with the Joslin Field - Magic Valley Regional Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Joslin Field - Magic Valley Regional Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's

operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Joslin Field - Magic Valley Regional incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,253,363, allocated as follows:
 - \$1,253,363 ARPA KV2021
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before August 15, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
 - c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –

- A. Associated with performance under this Airport Rescue Grant; or
- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
 22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
 23. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate

and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.

5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
- a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated August 2, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Steve L. Engebrecht

(Typed Name)

Acting Manager, Helena ADO

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated

County of Twin Falls

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Idaho. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Recue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this

City of Twin Falls

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative
Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Idaho. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020 or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 (“ARP Act,” or “the Act”), Public Law 117-2. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **County and City of Twin Falls**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of July 12, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

No staff report on agenda item.



Date: Monday, August 9, 2021

To: Honorable Mayor and City Council

From: Travis Rothweiler, City Manager

ACTION ITEM

Request:

ACTION Item Request to adopt a Resolution of the City Council for the City of Twin Falls stating the intent to use the forgone levying authority for the fiscal year 2021-2022 budget.

Time Estimate:

This item should take approximately five minutes, plus time to answer any questions posed by members of the City Council and interested citizens.

Background:

House Bill 474 was passed during the 2016 Idaho Legislature, and set forth a process to be followed when the city uses forgone levying authority. The City Council must adopt a resolution stating the intent to use forgone levying authority, the amount of forgone revenue to be included in the tax levy, and the purpose for which the forgone revenue will be used.

House Bill 389 also made changes to the City's budgeting process. The bill was passed in 2021 and limited the amount of forgone available to a city to 1% and 3% depending upon its use.

Approval Process:

The City Council will need to vote on this resolution, and it must pass for the City to be able to use a portion of the accumulated forgone balance in the fiscal year 2021-2022 budget.

Budget Impact:

Without the adoption of the Resolution and the approval of the use of forgone balance, the City Council will have to reduce the City's budget by \$251,803.

Regulatory Impact:

Idaho Code Section 63-802. LIMITATION ON BUDGET REQUESTS — LIMITATION ON TAX CHARGES —

EXCEPTIONS. (1) Except as otherwise provided in this section, no taxing district shall certify a budget request for an amount of property tax revenues to finance an annual budget that exceeds the maximum sum permitted under this section:

(e) (i) In the case of a nonschool district for which less than the maximum allowable increase in the dollar amount of property taxes is certified for annual budget purposes in any one (1) year, such a district may, in any following year, recover the forgone increase by certifying, in addition to any increase otherwise allowed, any or all of the increase originally forgone. Provided however, that prior to budgeting any forgone increase, the district must provide notice of its intent to do so, hold a public hearing, which may be in conjunction with its annual budget hearing, and certify by resolution the amount of forgone increase to be budgeted and the specific purpose for which the forgone increase is being budgeted. Upon adoption of the resolution, the clerk of the district shall file a copy of the resolution with the county clerk and the state tax commission. Said additional amount shall be included in future calculations for increases as allowed, except as provided in subparagraph (iii) of this paragraph.

(ii) If the forgone increase is budgeted for the purpose of maintenance and operations, the rate of recovering the reserved forgone moneys may increase the taxing district's budget by no more than one percent (1%) per year. Provided, however, this cap shall not apply to a taxing district that budgets its reserved forgone moneys for the purpose of maintenance and operations as long as it does not budget, or reserve as forgone, any portion of the three percent (3%) increase otherwise allowed and does not budget any new construction or annexation increases.

History:

N/A

Analysis:

N/A

Conclusion:

If the City Council is planning on using \$251,803 of the forgone balance in fiscal year 2021-2022, this resolution will need to pass.

Attachments:

1. Forgone Resolution

Resolution No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, DECLARING THE INTENT TO LEVY \$251,803 IN FORGONE PROPERTY TAX FOR FISCAL YEAR 2021-2022, AND DECLARING THE PURPOSE FOR WHICH THE FORGONE TAXES ARE BUDGETED, AND PROVIDING NOTICE OF PUBLIC HEARING.

WHEREAS: Pursuant to Idaho Code, taxing districts may choose to levy taxes less than the maximum amount allowed by law, which amount not levied is referred to as the forgone amount;

WHEREAS: Idaho Code 63-802 requires taxing districts to hold a public hearing prior to budgeting any forgone increase, which hearing may be in conjunction with its annual budget hearing, and requiring taxing districts to certify by resolution the amount of forgone increase to be budgeted and the specific purpose for which the forgone increase is being budgeted;

WHEREAS: The City intends to use the forgone levying authority and include its forgone amount of \$251,803 in its 2021-2022 fiscal year budget to fund ongoing operational and maintenance costs as allowed in Idaho Code Section 63-802;

THEREFORE, BE IT RESOLVED THAT: City Council will hold a public hearing concerning the forgone amount in conjunction with the budget hearing at its regular meeting held at City Council Chambers located at 203 Main Avenue East, Twin Falls, Idaho on August 23, 2021 at 6:00 p.m.

PASSED AND APPROVED THIS 9TH DAY OF August, 2021.

CITY OF TWIN FALLS

Suzanne Hawkins, Mayor

ATTEST:

Amy Luna, Deputy City Clerk



Date: Monday, August 9, 2021
To: Mayor and City Council
From: Travis Rothweiler, City Manager

Request

Action Item: Adoption of the Tentative Budget for the City of Twin Falls for the 2021-2022 Fiscal Year in the amount of \$69,464,941 and set August 23, 2021 at 6:00 p.m. as the date and time for the public budget hearing.

Time Estimate

The estimated amount of time this item will take is one hour plus time to answer questions.

Background

The City of Twin Falls is in south-central Idaho along the scenic Snake River canyon. With a population of approximately 51,165 residents, Twin Falls is the eighth largest city in Idaho and encompasses 18.16 square miles. It is located in Twin Falls County, which covers approximately 1,928 square miles of mostly irrigated agriculture land and has a total population of 86,081. Twin Falls is located 135 miles east of Boise and 218 miles north of Salt Lake City.

The State of Idaho defines city government as a municipal corporation. It is with that mindset this budget has been developed. We are pleased to present to you the recommended Budget for Fiscal Year 2021-2022 (FY2022). This budget represents hundreds of hours of thoughtful work by dozens of people in developing the spending plan for our organization for the coming fiscal year.

The proposed budget is presented for your consideration with the commitment and confidence that it effectively funds the varying needs of the community. It provides a strong financial plan, while ensuring a superior level of municipal services to our citizens. We are confident the projections and estimates are conservative, yet reasonable, and accurately reflect anticipated revenues and municipal needs. We look forward to working with you to achieve all the goals set forth in this proposed budget.

Underlying Twin Falls' success is a unifying commitment across the organization to exercise fiscal discipline, deliver services with maximum efficiency, and provide improved results to the entire community. Undoubtedly, we will be continually challenged to maintain a structurally balanced budget once it is achieved.

The City of Twin Falls is defined as a municipal corporation by the State of Idaho 313.25 full-time employees and a taxable value of \$4.025 billion. The City's taxable value excludes the taxable value of the properties located in the Twin Falls Urban Renewal Agency revenue allocation areas, which have a total value of \$630 million. Collectively, the taxable values for both the City of Twin Falls and the Twin Falls Urban Renewal Agency total \$4.655 billion. To put these values into perspective, the City of Twin Falls' taxable value a decade ago (FY 2013) was \$2.152 billion.

While the budget does not fund all capital initiatives and projects in the entire organization, it does meet the City Council priorities for service delivery. It recognizes that our local economy continues to experience unprecedented growth.

The budget has been formulated by reflecting on a philosophy of the following:

- Providing solid, efficient, high-quality, core governmental services
- Effectively allocating resources to meet citizen needs
- Ensuring affordability and long-term sustainability
- Pursuing opportunities to partner with other public providers
- Valuing our employees

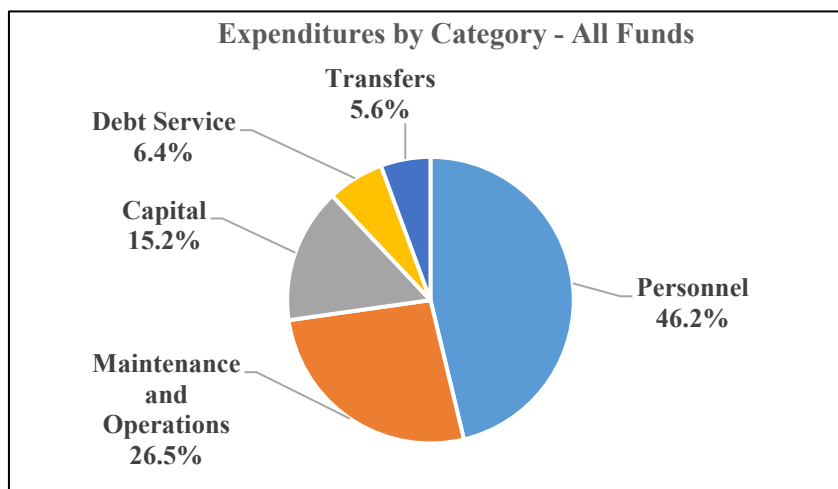
Public Input and Transparency

Tonight, the City Council will adopt the preliminary budget for FY 2022, with a public hearing and final adoption scheduled to occur on August 23, 2021 at 6:00 PM.

2022 Fiscal Year Budget Summary

Most cities, including the City of Twin Falls, have historically focused on the “net budget,” which is the total budget, as presented above, less fund transfers. The total net budget for FY 2022 is \$69,464,941.

Expenditures in this budget are classified under one of five major categories: Personnel, Maintenance and Operations, Capital, Debt Service and Transfers. The graph below shows the relative percentage of FY 2022 budget expenditures for the five major categories in all funds combined.



In most government agencies, personnel costs (salaries, wages and benefits) normally represent the largest of the expenditure categories. While municipal governments also devote a large amount of their resources to personnel, the significant investment in infrastructure drives the percentage of the budget devoted to operating and capital costs higher than most other government agencies.

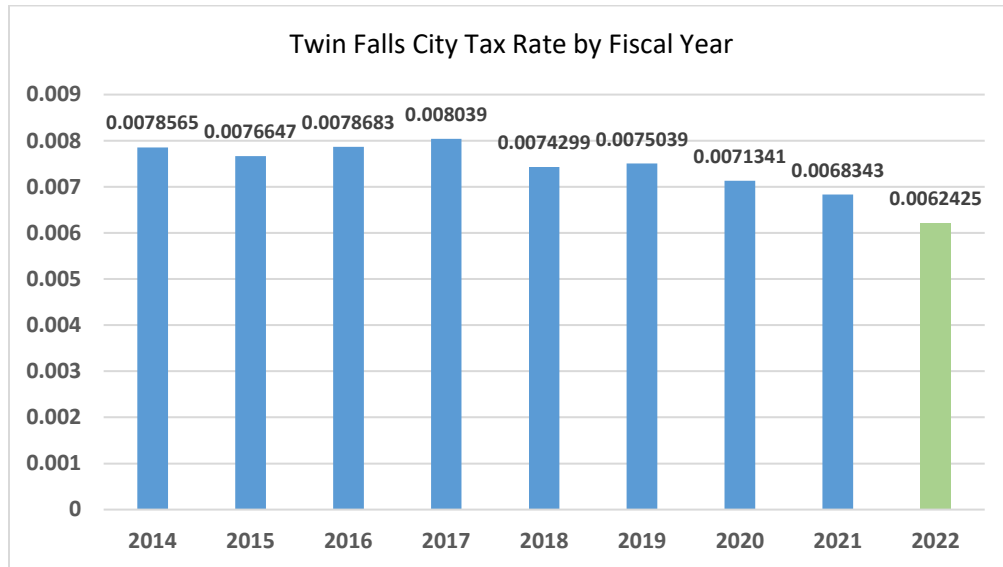
Total Assessed Valuation

According to the Twin Falls County Assessor’s Office, from FY 2021 to FY 2022, the City of Twin Falls’ total taxable valuation increased by \$582,307,675, or 17.36%, from \$3,443,650,681 to \$4,025,958,356.

Property Taxes

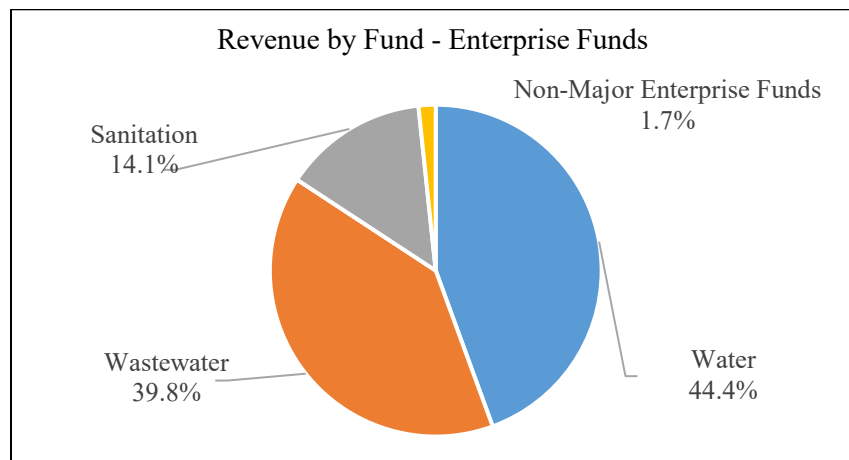
The City Manager’s Recommended Budget includes the statutorily allowed three percent (3%) property tax increase as provided for in Idaho Code §63-802, plus revenue from the growth formula, and the equivalence of one-percent revenue from the City’s forgone balance. The City’s projected tax rate for FY 2022 is expected to decrease from \$6.83/\$1,000 to \$6.242/\$1,000 of taxable value. Based on the median value of an owner-occupied home, this will create an estimated savings of \$14.05, annually.

Over the last ten fiscal years, the City's tax rate has fluctuated significantly, ranging from a high of \$8.04/\$1,000 (FY 2017) of taxable value to a low of \$6.83/\$1,000 (FY 2021) of taxable value. The average of the tax rate assessed over the course of the last seven fiscal years (2015-2021) is \$7.50/\$1,000 of taxable value. It is important to recognize the tax rate does not necessarily indicate an individual's tax burdens. The tax rate is simply a multiplier used to determine a property owner's proportionate share of property tax liability. It is a fraction of a local government's total property tax collections divided by the total taxable value of that local government unit.



Major Enterprise Fund Revenues

Enterprise and Other Major and Non-Major Non-Tax Supported Fund expenditures total \$31,243,872 (increase of \$3,882,727, or 14.19%), which includes \$2,444,000 for capital projects funded with cash reserves.



Water Fund

The Water Fund supports the following water-related activities: water supply, water distribution, pressurized irrigation, and utility billing. For FY 2022, the City Manager is recommending a series of changes to the City's water rate structure. In 2010, the City issued a water bond to pay for improvements to the City's water system to comply with enhanced arsenic standards established by the EPA. The project paid for capital improvements (booster pump station, 24" and 30" water mainlines,

and blending station) and water rights at Pristine Springs and Sunnybrook Springs. The total bond was \$18.595M and each user has been paying a flat fee of \$10.75 per month since its issuance. The annual debt service for the mandatory arsenic compliance cost is \$2,318,083.

The City has collected twenty-five percent (25%) more than what was required to make its annual debt service payment and has earmarked the additional amount for early repayment. Since its issuance, the City has collected a total of \$6,410,000 and is able to pay off the bond in September 2021. Early repayment will save the City \$578,000 in interest costs.

The City Manager is recommending the City Council increase its existing base water fee from \$11.73 per month to \$20.33 per month and its consumption fee by \$0.11/1,000 gallons consumed after the first 2,000 gallons. It is anticipated the City will generate revenues similar to the mandatory arsenic compliance fee that was able to capture (\$2,318,083). Residential customers and small-to-medial commercial users will see a slight decrease in their overall rate (-\$1.82 per month for a 5,000 gallon per month user and -\$1.27 per month for a customer using 10,000 gallons per month). Larger water users will see slightly larger monthly water bills. If adopted, the City Manager is recommending the proceeds be used to fund capital projects and mainline maintenance/replacement.

The City will have two bond issuances in the water fund remaining after the 2021 payment is made: the 2012C Bond Issuance that has one payment left of \$372,000 and; the 2017A Bond that has \$2.3M left, with annual payments around \$850,000 until 2024.

Budgeted revenue in the Water Fund totals \$13,154,559. Compared to the FY 2021 revenue and reserve total of \$12,908,486, this is an increase of \$246,073 (1.91%).

Wastewater Fund

The Wastewater Fund is used to support all wastewater services provided by the City of Twin Falls, namely wastewater collection and wastewater treatment. FY 2022 wastewater user rates remain the same as they were in FY 2020 and FY 2021. Budgeted revenues and reserves in the Wastewater Fund total \$10,348,425, which compared to FY 2021 funding of \$9,951,795 is an increase of \$396,630 (3.99%).

Sanitation Fund

The City's Sanitation Fund supports the City's sanitation and recycling programs. FY 2022 sanitation user rates is projected to increase by \$.13 per customer per month. Budgeted revenue in the Sanitation Fund totals \$3,781,162, which compared to the FY 2021 total of \$3,522,406 is an increase of \$258,756 (7.35%)

Discussion on the City's Foregone Balance

Over the past several years, considerable time has been spent illustrating the cost-benefit analysis of using the City's forgone balance. Each year the City has elected not to take the statutory maximum increase has impacted the amount of revenue available in the following fiscal year. Simply, the base by which the three percent is calculated is smaller.

With the recent changes to local government budgeting laws (House Bill 389), City in Idaho can only take the equivalence of 1% revenue to support ongoing operational costs and up to 3% from one-time capital projects. The forgone balance is not required to fall under the 8% property tax revenue cap.

The City of Twin Falls has had a forgone balance since the adoption of the 2009-2010 fiscal year budget. The forgone balance grew to a high of \$2,186,253 in FY2017 and FY2018. Each year the Council elected not to take the statutory allowed increase; the forgone balance increased.

During the creation of the FY 2019 budget, the Council had extensive discussions about funding Council priority capital projects with forgone revenue. At the conclusion of these discussions, the Council elected to incorporate a portion of the forgone balance into the FY 2019 budget. That budget included \$770,000 for the completion of several capital projects, including parks, street overlays, and the installation of curbs and gutters. The FY 2022 Budget also sets aside the \$770,000 for one-time City Council directed capital projects. The list of projects will be defined during the budgeting process.

Additionally, the City Manager is requesting the City Council include the equivalence of one percent revenue, or \$251,000, of forgone balance into the City's operations budget. However, the \$770,000 that was recovered in FY 2019 has been set aside in the FY 2022 budget to fund additional Council priority capital projects.

The table below illustrates the changes to the City's forgone balance since FY2010.

	Amount by Year	Cumulative Amount
FY 2010	\$539,902	\$539,902
FY 2011	\$476,376	\$1,016,278
FY 2012	\$463,422	\$1,479,700
FY 2013	-\$1,123	\$1,478,577
FY 2014	\$8,630	\$1,487,207
FY 2015	\$395,464	\$1,882,671
FY 2016	\$266,548	\$2,149,219
FY 2017	\$37,034	\$2,186,253
FY 2018	\$0	\$2,186,253
FY 2019	-\$770,000	\$1,416,284
FY 2020	\$530	\$1,416,814
FY 2021	\$697,681	\$2,114,495
FY 2022	-\$251,804	\$1,862,691

Will it cost more for City Services?

As developed and submitted for consideration, City staff projects the average citizen will save \$1.64 per month or just under \$20.00 per year (\$19.68). The table illustrates the projected impact on the average resident in Twin Falls.

	FY 20-21 Adopted Budget	FY 21-22 Proposed Budget	Variance
Property Tax	Tax Rate: \$6.83/\$1,000 of taxable value	Tax Rate: \$6.24/\$1,000 of taxable value	Tax Rate: -\$.59/\$1,000 of taxable value
Median Value of Owner-Occupied Home:			
	\$812.77	\$798.72	-\$14.05
FY 2022 - \$253,000 (January 2021)	(annual)	(annual)	(annual)
FY 2021 - \$219,000 (January 2020)	\$67.73	\$66.56	-\$1.17
	(monthly)	(monthly)	(monthly)
Utility Bills			
Average Residential Customer Consumption of:			
Water - 18,000 gallons	\$52.27	\$51.88	-\$0.39
Sewer - 12,000 gallons	\$30.07	\$30.07	\$0.00
Sanitation & Recycling	\$19.06	\$19.19	\$0.13
Total Utility Bills	\$101.40	\$101.14	-\$0.26
Monthly Total of Property Tax and Utility Bills	\$169.13	\$167.70	-\$1.43

Approval

Approving the Preliminary Budget for the 2021-2022 Fiscal Year requires a simple majority (50%+1) of the members in attendance at this meeting.

The public hearings are scheduled for August 9, 2021 (rate and fees) and August 23, 2021 (appropriations ordinance). Final adoption of Appropriations Ordinance is also scheduled for the evening of August 23, 2021.

Budget Impact:

From this process, we will establish the Fiscal Year 2021-2022 City Manager's Recommended Budget.

Regulatory Impact:

- Idaho Code Section 50-811 states the City Manager shall "...keep the council fully advised of the financial condition of the city and its future needs..." and "...prepare and submit to the council a tentative budget for the next fiscal year."
- Idaho Code §50-235 empowers each city council of each city to levy taxes for general revenue purposes
- Idaho Code §50-1002 requires the city council of each city in the State of Idaho to pass a budget, referred to as an annual appropriation ordinance
- Idaho Code §63-802 sets limitations on all taxing district budget requests on the amount of property tax revenues that can be used to fund programs and services. This section also states that taxing entities can only increase property tax collections by a maximum of three percent (3%) annually, plus value of new construction and annexation added during the previous calendar year, and forgone taxes that have been accumulated and reserved in prior fiscal years

Attachments

Recommended Budget for FY 2022 can be found online.



Date: Monday, August 9, 2021
To: Planning and Zoning Commission
From: Elizabeth Hart, City Planner

ACTION ITEM

Request:

Request to allow for Additional Building Height for new silo on property located at 236 Washington Street South c/o Dick Vawser on behalf of Glanbia Nutritionals. (PZ21-0076) On July 13, 2021, the Planning and Zoning Commission recommended approval of this request by a vote of 4-0.

Time Estimate:

5-10 minutes for the presentation with discussion and questions to follow

Background:

The applicant is requesting additional building height for a new silo.

The property is currently zoned M2. The existing land use is an industrial use for Cheese and Whey production.

Approval Process:

The addition height process requires a public hearing to be held in which interested persons have the opportunity to be heard with regards to the application. After the public hearing, the Commission shall make a recommendation to the City Council in the form of approval, conditional approval, or disapproval of the application as presented during the hearing. After receiving the recommendation from the Commission, the City Council shall hold a public hearing. After the public hearing, the Council may approve, conditionally approve, or disapprove the application as presented.

Budget Impact:

NA

Regulatory Impact:

Per City Code 10-4-10(C) states "No building shall exceed fifty feet (50') in height except as provided by Section 10-7-3"

Per City Code 10-7-3 The council may allow greater than standard building heights with or without extra setback requirements, in the CB, C1, OT, M1 and M2 zoning districts and subdistricts. A request for additional height shall follow the public hearing process for zoning map amendments as described in subsection 10-4-5(B) and 10-14-7 of this title.

History:

In February 2011, a non-conforming expansion permit was issued to Glanbia Foods for an expansion of their operations at this location.

In December 2014, the city council approved additional building height for two other silos on the subject property.

Analysis:

The applicant wants to replace an existing silo with a height of 42 feet with a new silo of 74 feet to better serve their needs at the facility on the subject property. Staff does not foresee a significant negative impact on adjoining property owners for this requested item. The location of the silo is considerably set back from the current roadway, and from any nearby residential properties.

Conclusion:

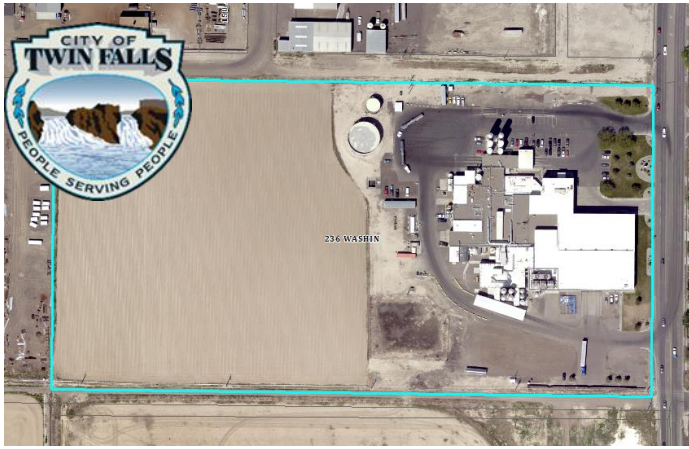
On July 13, 2021, the Planning and Zoning Commission recommended approval of this request by a vote of 4-0.

Upon conclusion should the City Council approve the request, staff recommends the following:

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

Attachments:

1. PZ21-0076 CC SR SUP Glanbia Extra Height
2. Silo Drawing-East Existing
3. Silo Drawing-East New



Special Use Permit Staff Report

To: Honorable Mayor and City Council

Presenter: Liz Hart, Senior City Planner

Request: for a recommendation for a **Special Use Permit** to allow Additional Building Height for new silos on property located at 236 Washington Street South.

Application: PZ21-0067

Applicant & Representative:

Glanbia Nutritional's
c/o Dick Vawser
236 Washington St. South

City Council Public Hearing: August 9, 2021

Background:

The applicant is requesting a recommendation to allow additional building height for a new silo.

The property is currently zoned M2. The existing land use is an industrial use for Cheese and Whey production.

History:

In February 2011, a non-conforming expansion permit was issued to Glanbia Foods for an expansion of their operations at this location.

In December 2014, the city council approved additional building height for two other silos on the subject property.

Approval Process:

The addition height process requires a public hearing to be held in which interested persons have the opportunity to be heard with regards to the application. After the public hearing, the Commission shall make a recommendation to the City Council in the form of approval, conditional approval, or disapproval of the application as presented during the hearing. After receiving the

recommendation from the Commission, the City Council shall hold a public hearing. After the public hearing, the Council may approve, conditionally approve, or disapprove the application as presented.

Applicable Zoning Regulations:

Per City Code 10-4-10(C) states "No building shall exceed fifty feet (50') in height except as provided by Section 10-7-3"

Per City Code 10-7-3 The council may allow greater than standard building heights with or without extra setback requirements, in the CB, C1, OT, M1 and M2 zoning districts and subdistricts. A request for additional height shall follow the public hearing process for zoning map amendments as described in subsection 10-4-5(B) and 10-14-7 of this title.

Analysis and Potential Impacts:

The applicant wants to replace an existing silo with a height of 42 feet with a new silo of 74 feet to better serve their needs at the facility on the subject property.

Staff does not foresee a significant negative impact on adjoining

property owners for this requested item. The location of the silo is considerably set back from the current roadway, and from any nearby residential properties.

Conclusions:

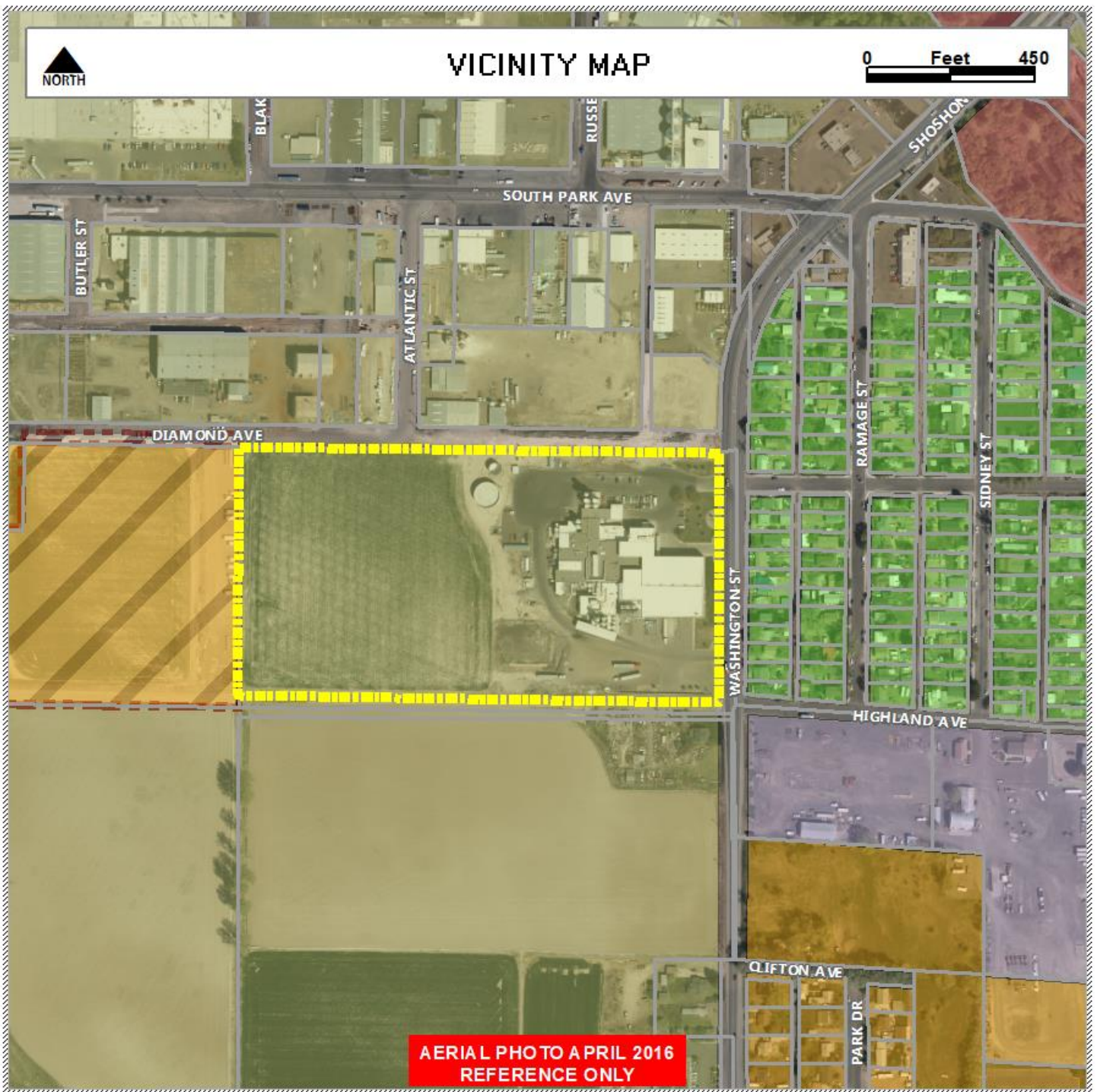
On July 13, 2021, the Planning and Zoning Commission recommended approval of this request by a vote of 4-0.

Upon conclusion should the City Council approve the request as presented, staff recommends the following:

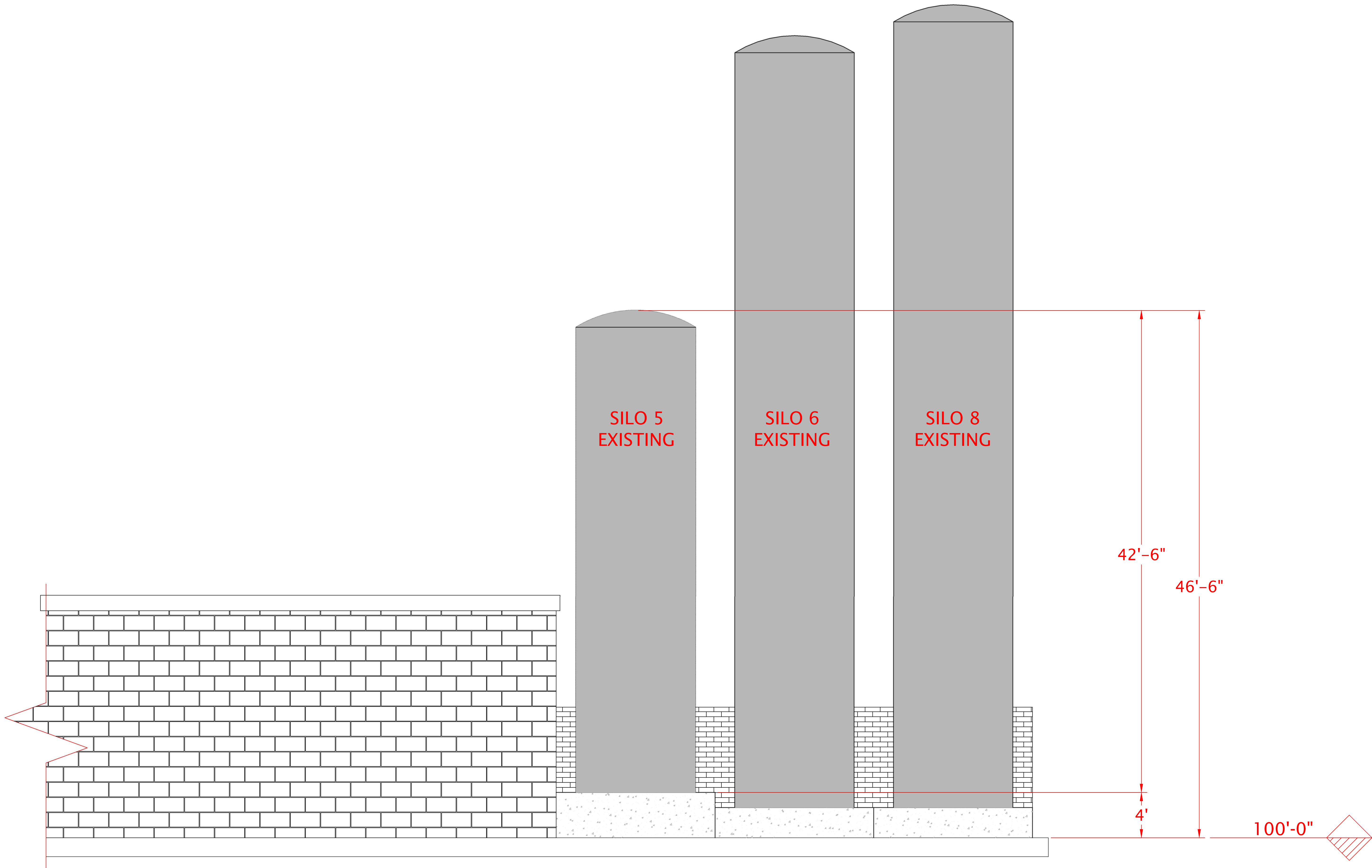
1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards.

Attachments:

1. Vicinity Map
2. Narrative
3. Exhibits



- | | |
|-----|-----------|
| C-1 | OS |
| M-1 | R-4 |
| M-2 | R-6-MHO-1 |
| AOI | |



EAST EXISTING ELEVATION

SCALE: 1/4" = 1'-0" NOTE:

121 4th AVE N.
TWIN FALLS, ID 83301
www.glanbiafoodsinc.com

Bus: (208) 733-7555

DRN. BY.:RWS

DSN. BY.:XX

APPD. BY.:XX

DATE:05/12/2021

JOB NO.:YR-#

SCALE:NTS

glanbia

nutrionals

PRELIMINARY:
NOT FOR
CONSTRUCTION

CLIENT:GLANBIA NUTRITIONALS
TWIN FALLS, ID

PROJECT:SILO 5 REPLACEMENT

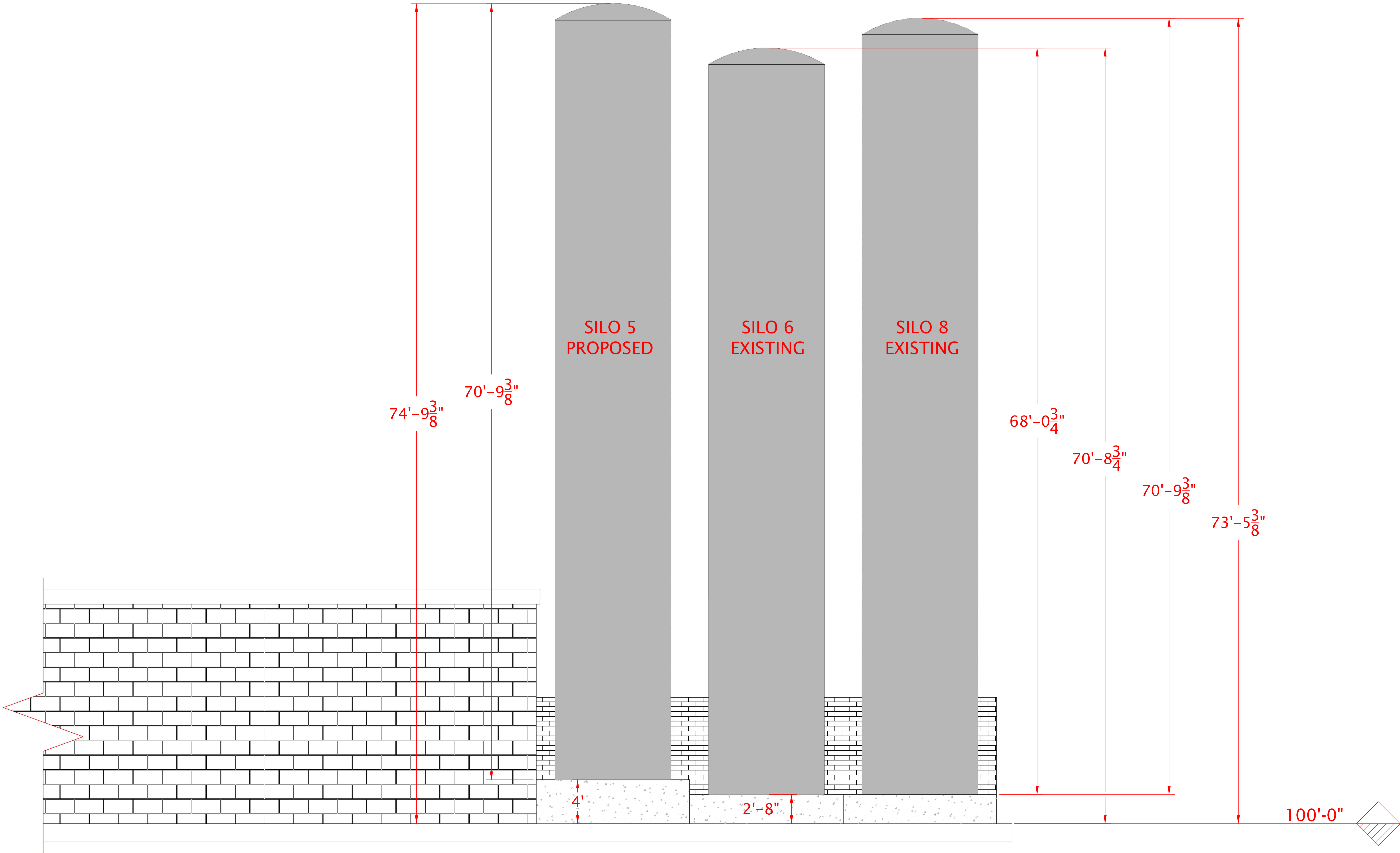
SILO 5
EXISTING

REVISIONS

△	DATE	DESCRIPTION
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SHEET #:
S-02

2 OF 3



EAST PROPOSED ELEVATION

SCALE: 1/4" = 1'-0"

NOTE:

PRELIMINARY:
NOT FOR
CONSTRUCTION

121 4th AVE N.
TWIN FALLS, ID 83301
www.glanbiafoodsinc.com

Bus: (208) 733-7555

DATE: 05/12/2021

JOB NO.: YR-#

SCALE: NTS

glanbia
nutrionals

DRN. BY.: RWS

DSN. BY.: XX

APPD. BY.: XX

DATE: 05/12/2021

JOB NO.: YR-#

SCALE: NTS

CLIENT: GLANBIA NUTRITIONALS
TWIN FALLS, ID

PROJECT: SILO 5 REPLACEMENT

SILO 5
PROPOSED

REVISIONS

△	DATE	DESCRIPTION
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SHEET #:

S-03

3 OF 3



Date: Monday, August 9, 2021
To: Honorable Mayor and City Council
From: Breanna Howard, CFO

Request:

ACTION ITEM: Public hearing on fee and rate increases for the City of Twin Falls.

Time Estimate:

The estimated amount of time for this hearing is 10 minutes, with additional time for Council questions and public input.

Background:

Airport

In an effort to keep airport rates & fees in step with the increased cost of providing service to our users, we are requesting your consideration to adopt a resolution setting a new airport fee schedule to include the following proposed rate adjustments to landing fees and aircraft rescue and fire fighting (ARFF) fees. The modest increases proposed are needed to help offset the cost of providing facilities and service.

Building

The current descriptions were modified to be more specific. No fees were changed.

Engineering

The City of Twin Falls staff have done extensive research in analyzing the fees charged by the Engineering department. Some of these fees have not been updated since 1978 and we have found that what we are currently charging does not even cover hard costs of publishing, let alone staff time involved in the process. The increases proposed are needed to help offset the cost of providing services to the City of Twin Falls.

Fire

Fees charged by the fire district were removed from the Master City-Wide fee schedule. Some descriptions were updated.

General

The commercial vending license fee established in 2014 was added to the Master City-Wide fee schedule.

Parks

The fees were reviewed and updated, with many from the prior published list not being applicable. Some descriptions were updated. A new replacement key is proposed to cover the replacement cost of the Auger Falls key.

Planning & Zoning

The City of Twin Falls staff have done extensive research in analyzing the fees charged by the Planning and Zoning (P&Z) department. Many of these fees have not been updated since 1996 and we have found that what we are currently charging does not even cover hard costs of publishing, let alone staff time involved in the process. Recent invoices for the public notice requirement were considered, with average costs coming in around \$50 to \$200 per notice. Average public hearings take anywhere from an hour to up to three hours, with all required staff time averaging \$317 per hour; this includes the City Attorney, P&Z Director, Assistant City Engineer, Staff Planner, IT and Admin Assistant. Preparation and review time vary greatly, but are estimated from \$220 - \$1,200, depending on the application. Staff have considered all these factors in addition to comparing fees with the five cities close to Twin Falls in size plus Twin Falls County to further analyze what is reasonable.

The upcoming 2020 census will officially show the City of Twin Falls has officially surpassed the 50,000 population threshold and the P&Z department will continue to lead the discussion on fees and the cost associated with covering the cost of growth. The increases proposed are needed to help offset the cost of providing services to the City of Twin Falls.

Police

Some fees were removed from the Master City-Wide fee schedule and some descriptions were updated.

Pool

The costs of running the pool have increased significantly due to Covid and Covid-related restrictions. The increases proposed are needed to help offset the cost of providing services to the City of Twin Falls.

Recreation

The City of Twin Falls is proposing a new recreational activity for ice skating. The proposed fee is needed to help offset the skate rental cost. Use of the rink is free if you have your own skates.

Utility Billing

The City of Twin Falls staff have done extensive research in analyzing the capital and maintenance outlay for the water delivery system in the City of Twin Falls. With the pay-off of the arsenic bond and the removal of the arsenic fee, the water department is proposing to use the increased revenue to offset costs in an extensive water-line maintenance program in tandem with a 5 and 10 year capital plan that will require extensive resources from the City of Twin Falls.

The City of Twin Falls partners with PSI to provide a recycling program to our residents. PSI has requested the proposed increases to offset the cost of fuel and labor in performing the recycling program.

Approval Process:

The City Council must hold a public hearing on the proposed new and increased fees because the amounts to be charged are more than 105% of the last fees collected. After taking public input and comment, the Council will need to vote on the proposal. It will take a simple majority vote of the council to pass the fees, which will then be included in the City-wide master fee schedule.

Budget Impact:

The increased revenue is necessary to help fund increasing costs and operational expenses within the City of Twin Falls.

Regulatory Impact:

There is no regulatory impact.

Conclusion:

Staff recommends the Council adopt the proposed fees in the City-wide master fee schedule with an effective date of August 9, 2021.

Attachments

City-wide master fee schedule Resolution 2021- – adjusted for new fees – August 9, 2021.

Exhibit A – New Fees published

Exhibit B – Master City-wide Fee schedule and footnotes

Exhibit C – Master City-wide Fee schedule changes

RESOLUTION NO. 2021-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO,
PROPOSING NEW FEES AND AMENDING THE CITY'S MASTER FEE SCHEDULE.

Section 1: Proposed New Fees and Proposed Fee increase in excess of five percent (5%).

WHEREAS, Pursuant to Idaho Code Sections 63-1311 and 63-1311A the City would like to establish new fees and increase certain fees by more than five percent (5%); and,

WHEREAS, Pursuant to Idaho Code Section 63-1311A the City must hold a public hearing prior to approving a new fee or a fee increase in excess of five percent (5%); and,

WHEREAS, Notice of the Public Hearing was properly given pursuant to Idaho Code Section 63-1311A; and,

WHEREAS, Attached hereto and incorporated herein as Exhibit A is a list of all proposed new fees and proposed fee increases in excess of five percent (5%).

Section 2: Proposed Master Fee Schedule

WHEREAS, Attached hereto and incorporated herein as Exhibit B is the Master Fee Schedule, with proposed amounts.

WHEREAS, The City would like to repeal all other fee resolutions that are inconsistent with this Resolution.

WHEREAS, Attached hereto and incorporated herein as Exhibit C is a list of all changes made as part of the new Master Fee Schedule regardless of the amount.

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

Section 1: That the proposed new fees and fee increases listed in Exhibit A are approved.

Section 2: That the Master Fee Schedule, attached as Exhibit B, is approved and that all prior resolutions or parts thereof inconsistent with this Resolution are repealed.

PASSED BY THE CITY COUNCIL _____, 2021.
SIGNED BY THE MAYOR _____, 2021.

MAYOR

ATTEST:

DEPUTY CITY CLERK

CITY OF TWIN FALLS NOTICE OF PUBLIC HEARING

MONDAY AUGUST 9, 2021, 6:00 P.M.

TWIN FALLS CITY COUNCIL CHAMBERS

203 MAIN AVE EAST, TWIN FALLS, IDAHO

For the Purpose of Hearing Public Comments Regarding the Increases in
FEES

Beyond the Limits Prescribed by Idaho Code Section 63-1311A

The Proposed Fees Exceed 105% of the Fees Last Collected or are New Fees

Notice is hereby given that the City Council of the City of Twin Falls, Idaho, will hold a public hearing for consideration of proposed fee increases and new fees, said hearing to be held at Twin Falls City Council Chambers, Twin Falls, Idaho no sooner than 6:00 p.m., on August 9, 2021.

The City of Twin Falls has proposed to increase fees by an amount that exceeds one hundred five percent of the current fee or is a new fee. The proposed increases and new fees would have the following impact on current fees:

Source of Fees	Current Fees	New Fees	%Change
Engineering			
Subdivision review - conveyance plat flat fee		\$900.00	New Fee
Subdivision review - conveyance plat per lot		\$25.00	New Fee
Subdivision review - preliminary plat flat fee	\$50.00	\$900.00	1700%
Subdivision review - preliminary plat per lot	\$10.00	\$25.00	150%
Subdivision review - final plat flat fee	\$50.00	\$400.00	700%
Subdivision review - final plat per lot	\$10.00	\$25.00	150%
Water meter fee – 1 inch (Badger model #55)	\$333.08	\$355.08	7%
Planning & Zoning			
Annexation	\$200.00	\$1,200.00	500%
Appeal or readvertisement at applicant's request	\$50.00	\$500.00	900%
Certificate of appropriateness		\$100.00	New Fee
Comprehensive plan amendment	\$150.00	\$1,500.00	900%
Home occupation/oversized shed SUP (and appeal)	\$50.00	\$100.00	100%
Non-conforming building expansion permit	\$50.00	\$250.00	400%
Non-conforming building expansion waiver	\$50.00	\$100.00	100%
PUD or ZDA modification	\$215.00	\$1,000.00	365%
Rezone with PUD/ZDA	\$215.00	\$1,500.00	598%
Rezone without PUD/ZDA	\$180.00	\$1,200.00	567%
Sign - Permanent with inspection	\$100.00	\$500.00	400%
Sign - Permanent without inspection	\$50.00	\$100.00	100%
Special use permit	\$50.00	\$500.00	900%
Special use revocation	\$50.00	\$250.00	400%
Vacation	\$250.00	\$700.00	180%
Variance	\$110.00	\$500.00	355%
Wireless communication facilities (admin)	\$50.00	\$500.00	900%
Wireless communication facilities (SUP)	\$50.00	\$1,000.00	1900%
Zoning verification letter - PCR		\$250.00	New Fee
Zoning title amendment	\$200.00	\$1,500.00	650%
Pool			
Lifeguard class pass holder	\$150.00	\$200.00	33%
Lifeguard class non-pass holder	\$200.00	\$250.00	25%
Lifeguard class with waterfront pass holder	\$200.00	\$250.00	25%
Lifeguard class with waterfront non-pass holder	\$250.00	\$300.00	20%
Lifeguard class Recertification pass holder	\$75.00	\$100.00	33%
Lifeguard class Recertification non-pass holder	\$100.00	\$125.00	25%
Lifeguard instructor pass holder	\$200.00	\$250.00	25%
Lifeguard instructor non-pass holder	\$250.00	\$300.00	20%
Pool rentals (per hour) 1-100 people	\$125.00	\$135.00	8%
Pool rentals (per hour) 101-300 people	\$20.00	\$25.00	25%
Pool rentals (per hour) 301-500 people	\$10.00	\$15.00	50%
Private swim lessons pass holder	\$70.00	\$75.00	7%
Private swim lessons non-pass holder	\$90.00	\$95.00	6%
Swim lessons pass holder	\$35.00	\$40.00	14%
Swim lessons non-pass holder	\$50.00	\$55.00	10%
Water aerobic drop-in		\$8.00	New Fee
Water babies pass holder	\$15.00	\$20.00	33%
Water babies non-pass holder	\$25.00	\$30.00	20%
Water safety instructor pass holder	\$150.00	\$200.00	33%
Water safety instructor non-pass holder	\$200.00	\$250.00	25%
Recreation			
Skate rental		\$5.00	New Fee
Utility Billing			
Usage up to 2,000 gallons	\$11.73	\$20.33	73%
3,000 to 150,000	\$1.862	\$1.972	6%
151,000 to 10,000,000	\$0.841	\$0.901	7%
Additioanl 95-gallon cart		\$2.50	New Fee

The increased revenue from these fees is necessary to offset the cost of services.

At said hearing all interested persons may appear and show cause, if any they have, why said proposed increases should not be adopted.

Dated this 22nd day of July 2021

Publish: July 29th, and August 5th, 2021

Exhibit B
MASTER CITY-WIDE FEE SCHEDULE

Department	Description	Fee Amount	Fee Description
Airport	Private hangar land lease	\$ 0.150	Per sq. ft., annual/ with CPI escalation adjust (see footnote Airport #1)
Airport	FBO land lease	\$ 0.168	Per sq. ft., annual/ with CPI escalation adjust (see footnote Airport #1)
Airport	Commercial land lease	\$ 0.168	Per sq. ft., annual/ with CPI escalation adjust (see footnote Airport #1)
Airport	Landing Fee (FAA 121, 135, or any acft over 12,500 lbs	\$ 1.540	Each, per thousand lbs. MGLW, \$12.24 min (see footnote Airport #2)
Airport	Airline terminal rates	\$ 15.690	Per sq. ft., annual/ with CPI escalation adjust (see footnote Airport #1)
Airport	Restaurant	\$ 672.900	Monthly with annual CPI escalation adjust (see footnote Airport #1)
Airport	Car rental rates	10%	Monthly % gross revenue, \$25,000 MAG
Airport	Non-tenant car rental permit	\$ 150.000	Annual (see footnote Airport #3)
Airport	ARFF (over 9 seats)	\$ 78.800	Per hour, \$78.80 minimum (see footnote Airport #4)
Airport	Fuel flowage	\$ 0.080	Per gallon, monthly
Airport	Security charge	\$ 20.000	Each, per hour of service (See footnote Airport #5)
Airport	Tie downs to FBO's, STD Size	\$ 6.000	Monthly
Airport	Tie downs to FBO's, Over-Sized	\$ 7.000	Monthly
Airport	Interest on past due	12%	Per annum, monthly
Airport	Parking violation, paid within 3 days	\$ 35.000	
Airport	Parking violation, paid outside of 3 days	\$ 50.000	
Airport	Parking violation, collection	\$ 25.000	
Building	Building permit fee \$1-\$500	\$ 22.000	Per application (see footnote Building #1)
Building	Building permit fee \$501-\$2,000	\$ 22.000	For the first \$500 + \$2.75 for each add'l \$100 or fraction thereof
Building	Building permit fee \$2,001.00 to \$25,000.00	\$ 63.000	For the first \$2k + \$12.50 for each add'l \$1k or fraction thereof
Building	Building permit fee \$25,001-\$50,000	\$ 352.000	For the first \$25k + \$9 for each add'l \$1k or fraction thereof
Building	Building permit fee \$50,001 to \$100,000	\$ 580.000	For the first \$50k + \$6.25 for each add'l \$1k or fraction thereof
Building	Building permit fee \$100,001 to \$500,000	\$ 895.000	For the first \$100k + \$5 for each add'l \$1k or fraction thereof
Building	Building permit fee \$500,001 to \$1,000,000	\$ 2,855.000	For the first \$500k + \$4.25 for each add'l \$1k or fraction thereof

Exhibit B
MASTER CITY-WIDE FEE SCHEDULE

Building	Building permit fee \$1,000,001.00 and up	\$	4,955.000	for the first \$1,000,000.00 + \$2.75 for each add'l \$1k or fraction thereof
Building	Commercial Plan Review Fee			65% of the building permit fee
Building	Residential Plan Review Fee			30% of the building permit fee
Building	Residential demolition permit	\$	22.000	
Building	Commercial demolition permit	\$	42.000	
Building	Permit to move a building	\$	42.000	
Building	Swimming pool permit	\$	50.000	
Building	Re-inspection fee	\$	50.000	
Building	Inspections for which no fee is specified	\$	42.000	Per hour, min 1/2 hour (see footnote Building #2)
Building	Inspection outside of business hours	\$	42.000	Per hour, min 2 hours (see footnote Building #2)
Building	Additional plan review fee	\$	50.000	For all changes, additions, or revisions requiring review
Building	Temporary certificate of occupancy	\$	1,000.000	refunded upon approved inspection of outstanding work items
Building	Use of outside consultant			Actual costs include administrative and overhead costs
Building	Mechanical, Electrical, and Plumbing residential permit (1 and 2 family dwellings) 0-2,500 sq. ft.	\$	120.000	Finished and unfinished, excluding garages and covered patios (see footnote Building #3)
Building	Mechanical, Electrical, and Plumbing residential permit (1 and 2 family dwellings) 2,501-4,000 sq. ft.	\$	155.000	Finished and unfinished, excl. garages and covered patios (see footnote Building #3)
Building	Mechanical, Electrical and Plumbing residential permit (1 and 2 family dwellings) 4,001+ sq. ft.	\$	200.000	Finished and unfinished, excl. garages and covered patios (see footnote Building #3)
Building	Mechanical, Electrical and Plumbing Other Installations	\$	50.000	Flat fee (see footnote Building #4)
Building	Mechanical, Electrical and Plumbing Commercial Permit \$501 - \$10,000	\$	60.000	Plus \$.02 x project value (project value includes contract price of work plus value of owner supplied equipment and labor)
Building	Mechanical, Electrical and Plumbing Commercial Permit \$10,001-\$100,000	\$	260.000	(Project value - \$10,000) x \$.01) + base fee (\$260) - (project value includes contract price of work plus value of owner supplied equipment and labor)
Building	Mechanical, Electrical and Plumbing Commercial Permit \$100,001+	\$	1,160.000	(Project value - \$100,00) x \$.005) + base fee (\$1,160) - (project value includes contract price of work plus value of owner supplied equipment and labor)

Exhibit B
MASTER CITY-WIDE FEE SCHEDULE

Building	Mechanical, Electrical and Plumbing requested inspection fee	\$	42.000	Per hour, 1/2 hour min
Building	Mechanical, Electrical and Plumbing re-inspection fee	\$	50.000	
Building	Mechanical, Electrical and Plumbing plan check fee	\$	42.000	Per hour, 1/2 hour min
Building	Small work permit	\$	10.000	(see footnote Building #5)
Building	Work without permit - first violation fee	\$	100.000	Or double the required permit fee - whichever is greater (see footnote Building #6)
Building	Work without permit - second violation fee	\$	250.000	Or double the required permit fee - whichever is greater (see footnote Building #6)
Building	Work without permit - third violation fee	\$	500.000	Or double the required permit fee - whichever is greater (see footnote Building #6)
Building	Work without permit - fourth and subsequent fee	\$	1,000.000	Or double the required permit fee - whichever is greater (see footnote Building #6)
Code Enforcement	Animal permits small animal	\$	2.000	
Code Enforcement	Animal permits large animal	\$	5.000	
Code Enforcement	Duplicate dog tags	\$	1.000	
Code Enforcement	Fines not paid within 45 days	\$	25.000	In addition to parking ticket of \$35 and \$75
Code Enforcement	Kennel fees	\$	100.000	Annual
Code Enforcement	Parking tickets	\$	35.000	
Code Enforcement	Parking tickets if not paid within 3 days	\$	50.000	
Code Enforcement	Vehicles, equipment, prohibited on property 1st violation	\$	100.000	
Code Enforcement	Vehicles, equipment, prohibited on property 2nd violation	\$	200.000	
Code Enforcement	Vehicles, equipment, prohibited on property 3rd and subsequent violations	\$	300.000	
Code Enforcement	Watering violations through stage 2 first violation	\$	40.000	
Code Enforcement	Watering violations through stage 2 second violation	\$	80.000	
Code Enforcement	Watering violations through stage 2, third and subsequent violations	\$	120.000	
Code Enforcement	Watering violations through stage 3 first violation	\$	80.000	
Code Enforcement	Watering violations through stage 3 second violation	\$	160.000	
Code Enforcement	Watering violations through stage 3 third and subsequent violations	\$	240.000	
Code Enforcement	Weed/rubbish violations first violation	\$	100.000	
Code Enforcement	Weed/rubbish violations second violation	\$	200.000	
Code Enforcement	Weed/rubbish violations third and subsequent violations	\$	300.000	
Engineering	Right-of-way permit	\$	50.000	Flat fee

Exhibit B
MASTER CITY-WIDE FEE SCHEDULE

Engineering	Right-of-way permit, expiration penalty	\$	15.000	Per day
Engineering	Improvement reimbursement - application	\$	200.000	Flat fee
Engineering	Improvement reimbursement - per lot	\$	10.000	Per lot
Engineering	Improvement reimbursement for developments > 200 lots			Actual cost in time & materials
Engineering	Subdivision review - preliminary plat	\$	900.000	Flat fee
Engineering	Subdivision review - preliminary plat	\$	25.000	Per lot
Engineering	Subdivision review - final plat	\$	400.000	Flat fee
Engineering	Subdivision review - final plat	\$	25.000	Per lot
Engineering	Subdivision review - conveyance plat	\$	900.000	Flat fee
Engineering	Subdivision review - conveyance plat	\$	25.000	Per lot
Engineering	Subdivision construction plan review - paving	\$	75.000	Flat fee
Engineering	Subdivision construction plan review - paving	\$	10.000	Per lot
Engineering	Subdivision construction plan review (3rd) - paving	\$	5.000	Per lot
Engineering	Subdivision construction plan review - water	\$	50.000	Flat fee
Engineering	Subdivision construction plan review - water	\$	7.000	Per lot
Engineering	Subdivision construction plan review (3rd) - water	\$	7.000	Per lot
Engineering	Subdivision construction plan review - sanitary sewer	\$	50.000	Flat fee
Engineering	Subdivision construction plan review - sanitary sewer	\$	7.000	Per lot
Engineering	Subdivision construction plan review (3rd) - sanitary sewer	\$	7.000	Per lot
Engineering	Subdivision construction inspection	\$	500.000	Flat Fee
Engineering	Subdivision construction inspection	\$	25.000	Per lot
Engineering	Water service permit - 1 inch water service	\$	55.350	Assessed at subdivision construction plan approvals
Engineering	Water service permit - 1 1/2 inch water service	\$	55.350	Assessed at subdivision construction plan approvals
Engineering	Water service permit - 2 inch water service	\$	55.350	Assessed at subdivision construction plan approvals
Engineering	Water service permit > 2 inch			Fee determined by City Engineer
Engineering	Water service permit - nonstandard			Fee determined by City Engineer
Engineering	Water meter fee - 1 inch (Badger model #55)	\$	355.080	Assessed with building permit
Engineering	Water meter fee - 1 1/2 inch (Badger model #120)	\$	670.080	Assessed with building permit
Engineering	Water meter fee - 2 inch (Badger model #170)	\$	873.840	Assessed with building permit
Engineering	Water service (complete) - 1 inch	\$	1,989.810	Complete water service- mainline connection to meter
Engineering	Water service (complete) - 1 1/2 inch	\$	2,987.220	Complete water service- mainline connection to meter
Engineering	Water service (complete) - 2 inch	\$	3,499.730	Complete water service- mainline connection to meter
Engineering	Water service (complete) - > 2 inch			Fee determined by City Engineer
Engineering	Water service (complete) - nonstandard service size			Fee determined by City Engineer
Engineering	Water main connection - 1 inch tap	\$	150.000	Connections to live water mains (tap by City crew)
Engineering	Water main connection - 1 1/2 inch tap	\$	150.000	Connections to live water mains (tap by City crew)

Exhibit B
MASTER CITY-WIDE FEE SCHEDULE

Engineering	Water main connection - 2 inch tap	\$ 150.000	Connections to live water mains (tap by City crew)
Engineering	Water main connection - 4 inch tap	\$ 1,233.990	Connections to live water mains (tap by City crew)
Engineering	Water main connection - 6 inch tap	\$ 1,395.700	Connections to live water mains (tap by City crew)
Engineering	Water main connection - 8 inch tap	\$ 1,863.470	Connections to live water mains (tap by City crew)
Engineering	Water main connection - 10 inch tap	\$ 2,635.120	Connections to live water mains (tap by City crew)
Engineering	Water main connection - 12 inch tap	\$ 4,069.890	Connections to live water mains (tap by City crew)
Engineering	Water modeling - spot check	\$ 200.000	Spot check for static water pressure and fire flow
Engineering	Water modeling - proposed infrast. for new development		Fee determined by City Engineer
Engineering	Sewer modeling fee - proposed infrast. for new development		Fee determined by City Engineer
Engineering	Sewer service connection - permit	\$ 15.000	Processing the permit
Engineering	Sewer service connection inspection	\$ 90.000	Inspection of sewer service connection to main line
Fire	Blasting agents	\$ 25.000	
Fire	Blasting explosives	\$ 25.000	
Fire	Blasting bulk storage permit	\$ 100.000	
Fire	Daycare inspections	\$ 25.000	
Fire	Fireworks for public display permits	\$ 125.000	
Fire	Fire inspection reporting fee	\$ 30.000	Life safety systems, 3rd party reporting (LIV)
Fire	Fuel storage new installation	\$ 120.000	Inspections for above ground storage tanks
Fire	Fuel storage new installation above ground, under 1,100 gallons	\$ 50.000	
Fire	Fuel storage alter, modify, repair existing tank	\$ 50.000	
Fire	Fuel storage remove, abandon, place out of service	\$ 25.000	
Fire	Inspection of temporary firework stand	\$ 25.000	
Fire	Safe & sane firework application	\$ 25.000	
Fire	Temporary fireworks storage	\$ 100.000	
Fire	Tent structure permit	\$ 50.000	Over 400 sq. ft. or for an awning over 750 sq. ft.
General	Alcohol permit	\$ 20.000	Per day
General	Airport violations	\$ 300.000	
General	Auctioneer's license	\$ 25.000	Annual
General	Beer license	\$ 200.000	Draught beer and bottled or canned beer annual
General	Bench permit	\$ 50.000	
General	Burglar alarm systems 3rd false alarm	\$ 25.000	
General	Burglar alarm systems 4th false alarm	\$ 50.000	
General	Burglar alarm systems 5th false alarm	\$ 75.000	
General	Burglar alarm systems 6 and more	\$ 100.000	

Exhibit B
MASTER CITY-WIDE FEE SCHEDULE

General	Card room license fee	\$	10.000	Each table
General	Commercial vending license fee	\$	100.000	Annual
General	Copies per page	\$	0.200	Per page over 100
General	Cost of disk	\$	10.000	
General	Cutting a curb permit	\$	10.000	
General	Going out of business license	\$	25.000	
General	Jewelry auction sale permit	\$	25.000	
General	Parade application	\$	25.000	
General	Proposed wine application	\$	50.000	Investigation and expense
General	Proposed wine application transfer	\$	50.000	Investigation and expense
General	Solicitor's fee	\$	25.000	Three months
General	Solicitor's bond	\$	500.000	
General	Sound truck license	\$	5.000	Per month
General	Sound truck license	\$	20.000	Annual
General	Stopping, standing, parking violation, paid in 3 days	\$	35.000	
General	Stopping, standing, parking violation, paid > 3 days	\$	50.000	
General	Termination of beer license, consumed off premise		25%	Bottle or canned beer only, % of license fee
General	Termination of beer license, consumed on premise		75%	Bottle or canned beer only, % of license fee
General	Towing and storing (initial day)	\$	4.000	Per day
General	Towing and storing (subsequent days)	\$	1.000	Per day
General	Traffic violation	\$	100.000	
General	Tree service license	\$	25.000	
General	Wine license	\$	200.000	Per retail license and each wine by the drink, annual
Golf	Adult single	\$	565.000	
Golf	Adult couple	\$	840.000	
Golf	Senior single	\$	490.000	
Golf	Senior couple	\$	765.000	
Golf	Each additional child	\$	70.000	
Golf	Corporate up to 50 employees	\$	5,000.000	Plus \$100 for each add'l employee
Golf	Corporate up to 50 employees including spouses	\$	7,500.000	Plus \$150 for each add'l employee
Golf	College	\$	315.000	
Golf	Junior	\$	160.000	
Golf	Non-Resident	\$	33.500	
Golf	Cart fees stored cart	\$	265.000	
Golf	Cart fees haul on cart	\$	185.000	
Golf	Cart fees locker	\$	40.000	

Exhibit B
MASTER CITY-WIDE FEE SCHEDULE

Golf	Punch card - 10 rounds 9 holes	\$	120.000	
Golf	Punch card - 10 rounds 18 holes	\$	150.000	
Golf	Adult/senior 9 holes	\$	16.000	
Golf	Adult/senior 18 holes	\$	24.000	
Golf	Junior	\$	10.000	
Golf	Specials twilight/rainy/windy	\$	16.000	
Golf	Specials winter (nov-jan)	\$	10.000	
Impact Fee	Impact fee - fire residential	\$	694.000	Per dwelling unit. (see footnote Impact Fee #1)
Impact Fee	Impact fee - fire non-residential	\$	0.350	Per sq. ft. (see footnote Impact Fee #1)
Impact Fee	Impact fee - police residential	\$	312.000	Per dwelling unit. (see footnote Impact Fee #1)
Impact Fee	Impact fee - police non-residential	\$	0.160	Per sq. ft. (see footnote Impact Fee #1)
Impact Fee	Impact fee - parks residential	\$	644.000	Per dwelling unit. (see footnote Impact Fee #1)
Impact Fee	Impact fee - street single-family	\$	550.000	Per dwelling unit. (see footnote Impact Fee #1)
Impact Fee	Impact fee - street multi-family	\$	361.000	Per dwelling unit. (see footnote Impact Fee #1)
Impact Fee	Impact fee - street retail	\$	2.630	Per sq. ft. (see footnote Impact Fee #1)
Impact Fee	Impact fee - street office	\$	0.810	Per sq. ft. (see footnote Impact Fee #1)
Impact Fee	Impact fee - street industrial	\$	0.580	Per sq. ft. (see footnote Impact Fee #1)
Impact Fee	Impact fee - street institutional	\$	0.160	Per sq. ft. (see footnote Impact Fee #1)
IT	Aerial reproduction processing fee	\$	18.000	(see Footnote IT #1-3)
IT	Aerial reproduction fee (1-99 .tif)	\$	36.000	(see Footnote IT #1-3)
IT	Aerial reproduction fee (>100 .tif)	\$	3,640.000	(see Footnote IT #1-3)
Parks	Band shell rental (initial day)	\$	50.000	Per day
Parks	Band shell rental (subsequent days)	\$	15.000	Per day
Parks	Court rental	\$	4.000	Per hour, per court
Parks	Electrical outlets - all	\$	50.000	Per day
Parks	Electrical outlet - one	\$	5.000	Per day, per outlet
Parks	Motorized vehicles other than buses	\$	5.000	Per day
Parks	Motorized vehicles buses	\$	20.000	Per day
Parks	Motorized vehicles school buses	\$	5.000	Per day
Parks	Motorized vehicles season pass	\$	25.000	Per vehicle
Parks	Motorized vehicles coupon book	\$	30.000	20 coupons
Parks	PA system rental	\$	15.000	Per day
Parks	Replacement Key Fee (City Parks)	\$	30.000	
Parks	Shelter rental	\$	25.000	7 hours
Parks	Table rental	\$	10.000	Per 7 hr time block
Parks	Trash removal (over 500 people, over 3 hours)	\$	20.000	Per hour for one employee

Exhibit B
MASTER CITY-WIDE FEE SCHEDULE

Parks	Trash removal (over 750 people, over 3 hours)	\$ 40.000	Per hour for two employees
Planning & Zoning	Annexation	\$ 1,200.000	
Planning & Zoning	Appeal or readvertisement at applicant's request	\$ 500.000	
Planning & Zoning	Certificate of appropriateness	\$ 100.000	
Planning & Zoning	Comprehensive plan amendment	\$ 1,500.000	
Planning & Zoning	Home occupation/oversized shed SUP (and appeal)	\$ 100.000	
Planning & Zoning	Investigation fee		Cost of investigation + cost of permit required
Planning & Zoning	Non-conforming building expansion permit	\$ 250.000	
Planning & Zoning	Non-conforming building expansion waiver	\$ 100.000	
Planning & Zoning	Publication costs		Publication costs
Planning & Zoning	PUD or ZDA modification	\$ 1,000.000	
Planning & Zoning	Rezone with PUD/ZDA	\$ 1,500.000	
Planning & Zoning	Rezone without PUD/ZDA	\$ 1,200.000	
Planning & Zoning	Sign - Impound Recovery Fee	\$ 25.000	
Planning & Zoning	Sign - Permanent with inspection	\$ 500.000	
Planning & Zoning	Sign - Permanent without inspection	\$ 100.000	
Planning & Zoning	Sign - Temporary	\$ 25.000	Per sign; per instance
Planning & Zoning	Sign - Temporary: for non-profit & non-commercial	\$ -	
Planning & Zoning	Special use permit	\$ 500.000	
Planning & Zoning	Special use revocation	\$ 250.000	
Planning & Zoning	Vacation	\$ 700.000	
Planning & Zoning	Variance	\$ 500.000	
Planning & Zoning	Wireless communication facilities (admin)	\$ 500.000	
Planning & Zoning	Wireless communication facilities (SUP)	\$ 1,000.000	
Planning & Zoning	Zoning verification letter - PCR	\$ 250.000	
Planning & Zoning	Zoning title amendment	\$ 1,500.000	
Police	Fingerprinting services	\$ 10.000	For up to 2 cards per person
Police	Pawnshops, brokers, secondhand dealers license	\$ 500.000	Annual
Police	Pawnshops, brokers, secondhand dealers license	\$ 250.000	Semi-annual
Police	Pawnshops, brokers, secondhand dealers license	\$ 50.000	Dealers that purchase < 10 goods per month
Police	Pawnshops, brokers, secondhand dealers violation	\$ 300.000	
Police	Pawnshops employee fingerprint (new)	\$ 10.000	
Police	Private security service license employee (new/renewal)	\$ 50.000	
Police	Private security service license employee application	\$ 25.000	
Police	Private security service license employee admin (renewal)	\$ 15.000	
Police	Private security service license business (new/renewal)	\$ 50.000	

Exhibit B
MASTER CITY-WIDE FEE SCHEDULE

Police	Private security service license business admin (renewal)	\$	15.000
Police	Private security service license employee 3rd year (new/renewal)	\$	50.000
Police	Private security service license employee 3rd year admin (renewal)	\$	15.000
Police	Public records requests labor charge		Labor cost when over 2 hours
Police	Special event permit	\$	25.000
Police	Transient vendor FBI fingerprint license	\$	43.250
Pool	30 day passes family TF	\$	62.000
Pool	30 day passes family non TF	\$	67.000
Pool	30 day passes single TF	\$	42.000
Pool	30 day passes single non TF	\$	47.000
Pool	30 day passes 60 & older (TF)	\$	39.000
Pool	30 day passes 60 & older (non TF)	\$	44.000
Pool	300 Mile swim club pass holder	\$	10.000
Pool	300 Mile swim club non-pass holder	\$	20.000
Pool	Annual passes single TF	\$	270.000
Pool	Annual passes single non TF	\$	320.000
Pool	Annual passes family TF	\$	470.000
Pool	Annual passes family non TF	\$	520.000
Pool	Annual passes 60 & older (TF)	\$	240.000
Pool	Annual passes 60 & older (non TF)	\$	290.000
Pool	Birthday party	\$	75.000
Pool	CSI Rec Center - month only family TF	\$	35.000
Pool	CSI Rec Center - month only family non TF	\$	39.000
Pool	CSI Rec Center - month only single TF	\$	20.000
Pool	CSI Rec Center - month only single non TF	\$	24.000
Pool	CSI Rec Center - month only 60 & older (TF)	\$	18.000
Pool	CSI Rec Center - month only 60 & older (non TF)	\$	22.000
Pool	Daily admissions 2 years & under (with paying adult)	\$	-
Pool	Daily admissions 3-11 years	\$	3.000
Pool	Daily admissions 12-17 years	\$	4.000
Pool	Daily admissions 18-59 years	\$	5.000
Pool	Daily admissions 60 years & older	\$	4.000
Pool	Hurricanes year around pass holder	\$	45.000
Pool	Hurricanes year around non-pass holder	\$	65.000

Exhibit B
MASTER CITY-WIDE FEE SCHEDULE

Pool	Hurricanes summer pass holder	\$	85.000	
Pool	Hurricanes summer non-pass holder	\$	115.000	
Pool	Kayak day	\$	10.000	
Pool	Lane rental	\$	25.000	
Pool	Lifeguard class pass holder	\$	200.000	
Pool	Lifeguard class non-pass holder	\$	250.000	
Pool	Lifeguard class with waterfront pass holder	\$	250.000	
Pool	Lifeguard class with waterfront non-pass holder	\$	300.000	
Pool	Lifeguard class Recertification pass holder	\$	100.000	
Pool	Lifeguard class Recertification non-pass holder	\$	125.000	
Pool	Lifeguard instructor pass holder	\$	250.000	
Pool	Lifeguard instructor non-pass holder	\$	300.000	
Pool	Monthly passes single TF	\$	27.000	
Pool	Monthly passes single non TF	\$	32.000	
Pool	Monthly passes family TF	\$	47.000	
Pool	Monthly passes family non TF	\$	52.000	
Pool	Monthly passes 60 & older TF	\$	24.000	
Pool	Monthly passes 60 & older non TF	\$	29.000	
Pool	Pool rentals (per hour) 1-100 people	\$	135.000	
Pool	Pool rentals (per hour) 101-300 people	\$	25.000	Each add'l 25
Pool	Pool rentals (per hour) 301-500 people	\$	15.000	Each add'l 25
Pool	Private swim lessons pass holder	\$	75.000	
Pool	Private swim lessons non-pass holder	\$	95.000	
Pool	Punch passes 3-11 years	\$	45.000	
Pool	Punch passes 12-17 years	\$	60.000	
Pool	Punch passes 18-59 years	\$	75.000	
Pool	Punch passes 60 years & older	\$	60.000	
Pool	Summer passes single TF	\$	80.000	
Pool	Summer passes single non TF	\$	95.000	
Pool	Summer passes family TF	\$	140.000	
Pool	Summer passes family non TF	\$	155.000	
Pool	Summer passes 60 & older TF	\$	72.000	
Pool	Summer passes 60 & older non TF	\$	87.000	
Pool	Swim lessons pass holder	\$	40.000	
Pool	Swim lessons non-pass holder	\$	55.000	
Pool	Swim meet rental winter	\$	650.000	

Exhibit B
MASTER CITY-WIDE FEE SCHEDULE

Pool	Swim meet rental summer	\$	1,000.000	
Pool	Water aerobic drop-in	\$	8.000	
Pool	Water aerobic pass holder	\$	25.000	
Pool	Water aerobic non-pass holder	\$	45.000	
Pool	Water babies pass holder	\$	20.000	
Pool	Water babies non-pass holder	\$	30.000	
Pool	Water safety instructor pass holder	\$	200.000	
Pool	Water safety instructor non-pass holder	\$	250.000	
Pool	Youth aquatic pass holder	\$	25.000	
Pool	Youth aquatic non-pass holder	\$	35.000	
Recreation	Adult League Night Field Use - 6-11pm	\$	84.800	
Recreation	Adult League Field Day Use	\$	63.300	
Recreation	Tournament fees full day (> 6 hours)	\$	53.000	
Recreation	Tournament fees half day (< 6 hours)	\$	26.500	
Recreation	Tournament fees field preparation	\$	37.100	
Recreation	Tournament fees hour cost of crew	\$	31.800	
Recreation	Youth fees for league (non-city) day (max 5 hours)	\$	42.400	
Recreation	Youth fees for league (non-city) night (5pm-11pm)	\$	53.000	
Recreation	Youth fees for league (non-city) Cal Ripken partner	\$	31.800	
Recreation	Youth sports in city	\$	28.620	
Recreation	Youth sports out city	\$	49.820	
Recreation	Skate rental	\$	5.000	
Utility Billing	Fill station	\$	11.730	\$150.00 key deposit; then regular usage rates
Utility Billing	Fees for hydrant meters	\$	100.000	
Utility Billing	Wastewater connection application industrial			Established by the City Council
Utility Billing	Wastewater connection application municipal permit			Established by the City Council
Utility Billing	Wastewater capacity fees			Connection to the WWTS
Utility Billing	Single family	\$	512.540	
Utility Billing	Duplexes	\$	408.470	Per dwelling unit
Utility Billing	Mobile home	\$	303.270	Per dwelling unit
Utility Billing	Apartments	\$	408.470	Per dwelling unit
Utility Billing	Commercial, institution, and industrial capacity fee			Based on annual flows and strengths
Utility Billing	Flow	\$	3.411	Per 1,000 gallons
Utility Billing	Biological Oxygen Demand (BOD)	\$	1.356	Per pound
Utility Billing	Total Suspended Solids (TSS)	\$	1.376	Per pound
Utility Billing	Wastewater user charges group 1 - residential - single family			Use of wastewater collection and treatment system

Exhibit B
MASTER CITY-WIDE FEE SCHEDULE

Utility Billing	Wastewater user charges monthly	\$	22.872	Use of wastewater collection and treatment system
Utility Billing	Usage	\$	0.601	Per thousand gallons of metered water usage for the first 12,000 gallons used each month
Utility Billing	Group 1 - residential - multi-family including duplexes, apartments, and mobile home parks			Use of the wastewater collection and treatment system
Utility Billing	Group 1 monthly	\$	18.542	Per dwelling unit
Utility Billing	Group 1 capital construction fee	\$	2.235	Per month
Utility Billing	Group II - Commercial - office buildings, hotels/motels (without restaurants), retail & wholesale (non-food), warehousing and light manufacturing, bars (without restaurants), car washes, laundromats, repair shops and gas stations			Use of the wastewater collection and treatment system
Utility Billing	Group II monthly	\$	22.872	
Utility Billing	Group II usage	\$	1.477	Per 1,000 gallons
Utility Billing	Group III - Commercial - hotels/motels (with restaurants), markets (including meat and produce), restaurants, bakeries (wholesale) and mortuaries			Use of the wastewater collection and treatment system
Utility Billing	Group III monthly	\$	22.872	
Utility Billing	Group III usage	\$	3.248	Per 1,000 gallons
Utility Billing	Group IV - Institutional - churches, hospitals, convalescent hospitals, elementary schools, high schools and colleges with the exception of elementary and other public schools			Use of the wastewater collection and treatment system
Utility Billing	Group IV churches, hospitals, convalescent hospitals			
Utility Billing	Group IV churches monthly	\$	22.872	
Utility Billing	Group IV usage	\$	1.513	Per 1,000 gallons
Utility Billing	Group IV elementary schools	\$	0.360	Per pupil, but not < \$22.872 per month
Utility Billing	Group IV other schools	\$	0.654	Per pupil, but not < \$22.872 per month
Utility Billing	Wastewater flow measuring device			User's expense for separate meter
Utility Billing	Group V - industrial - all large volume and industrial process waste dischargers			Use of the wastewater collection and treatment system
Utility Billing	Group V monthly	\$	22.872	
Utility Billing	Group V usage (flow)	\$	0.601	Per 1,000 gallons
Utility Billing	Group V Biological Oxygen Demand (BOD)	\$	0.266	Per pound
Utility Billing	Group V Total Suspended Solids (TSS)	\$	0.261	Per pound
Utility Billing	Group VI - City of Kimberly			Use of wastewater collection and treatment system
Utility Billing	Group VI monthly	\$	22.872	

Exhibit B
MASTER CITY-WIDE FEE SCHEDULE

Utility Billing	Group VI usage	\$	0.601	Per 1,000 gallons
Utility Billing	Group VI Biological Oxygen Demand (BOD)	\$	0.266	Per pound
Utility Billing	Group VI Total Suspended Solids (TSS)	\$	0.261	Per pound
Utility Billing	Group VI capital recovery charge	\$	1,040.279	Per month
Utility Billing	Rock excavation			Determined by the Water Superintendent
Utility Billing	Incidental costs			Determined by the Water Superintendent
Utility Billing	Meter turn-on service (new service)	\$	10.000	Processing the application and turning on water at existing meter each time the water is turned on
Utility Billing	Service fee - after hours (repairs, on/off, etc)	\$	80.000	Not for closing accounts
Utility Billing	Water meter tampering fine	\$	200.000	
Utility Billing	User charge			Water supply
Utility Billing	Usage up to 2,000 gallons	\$	20.330	
Utility Billing	3,000 to 150,000	\$	1.972	Per thousand gallons
Utility Billing	151,000 to 10,000,000	\$	0.901	Per thousand gallons
Utility Billing	>10,001,000	\$	0.649	Per thousand gallons
Utility Billing	Mobile Home parks, trailer parks, trailer & tourist camps			Charged in accordance with the standard Ind. residents rates, every 2 spaces for living unit parking shall be defined as the equivalent of 1 ind residence
Utility Billing	Annual debt service payment	\$	10.750	Mandated arsenic compliance per month
Utility Billing	Processing fee	\$	6.819	Per month, on "only PI" accounts; i.e. no potable water connection at the address
Utility Billing	Residential property per square foot	\$	0.002162526	Per sq. ft.
Utility Billing	Residential property not receiving shoulder water	\$	0.002	Per sq. ft.
Utility Billing	Commercial property	\$	0.002	20% of size in square feet
Utility Billing	Relocation of PI service	\$	160.000	
Utility Billing	Commercial class-user relief - sewer charges			Determined by the City Manager or designated rep.
Utility Billing	Single family residential 95-gallon cart	\$	19.620	Garbage and recycling
Utility Billing	Single family residential 65-gallon cart	\$	17.290	Garbage and recycling
Utility Billing	Single family residential 35-gallon cart	\$	14.930	Garbage and recycling
Utility Billing	Multi-dwellings 95-gallon cart	\$	19.620	Garbage and recycling
Utility Billing	Multi-dwellings 65-gallon cart	\$	17.290	Garbage and recycling
Utility Billing	Multi-dwellings 35-gallon cart	\$	14.930	Garbage and recycling
Utility Billing	Additional 95-gallon cart	\$	2.500	Garbage and recycling
Utility Billing	Renter deposit	\$	75.000	
Utility Billing	Delinquent accounts		12.00%	30 days after the date on the billing, per annum, minimum charge of \$.50

Exhibit B

MASTER CITY-WIDE FEE SCHEDULE

Utility Billing	Returned check fees	\$	20.000
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MASTER CITY-WIDE FEE SCHEDULE FOOTNOTES

Depart.	Ref.	Footnote
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Airport	1	Annual rent shall be subject to annual escalation on October 1 of each year. An annual change in the rent payment shall be directly proportional to the percent change in the Annual Consumer Price Index (CPI) for all urban consumers (CPI-U, U. S. City Average, all items, unadjusted basis, index base period (1982-84=100)).
	2	A landing fee shall be assessed for any aircraft operating under Federal Aviation Regulation Parts 121 or 135 or any aircraft with a maximum gross landing weight equal to or greater than 12,500 pounds.
	3	A charge shall be applied to process a permit for a non-tenant permit. The permits are valid for 12 months.
	4	The airport must provide additional ARFF (Aircraft Rescue/Firefighting) service for the scheduled arrival, planned diversion arrival, and/or departure of any aircraft with a seating capacity greater than 9 seats and carrying passengers on board. For arrivals, ARFF service begins 15 minutes prior to the aircraft estimated time of arrival and ends 15 minutes after all passengers are safely inside the terminal. For departures, ARFF service begins 15 minutes prior to scheduled passenger boarding and ends 15 minutes after actual time of departure. A single charge shall apply if the ARFF service time for any aircraft is a consecutive two hours or less from arrival to departure.
	5	The airport must provide additional security service for the departure of any commercial service or public charter aircraft with a seating capacity greater than 60 seats and carrying passengers on board. An exception is for diversion aircraft that stop for fuel only and do not board or re-board passengers. Security service begins fifteen minutes prior to the aircraft estimated time of arrival or passenger processing time, as applicable, and ends fifteen minutes after aircraft actual departure time. No-notice cancellations will be assessed for two hours of service.
Building	1	Applicants for building permit shall declare the project value of the work being performed on their building permit application. The project value is the total value of all construction work for which the permit is issued (including overhead and profit), as well as finished work, painting, roofing, mechanical, electrical, plumbing, owner supplied equipment, elevators, fire extinguishing systems, and other permanent equipment. The Building Official may require documentation to support the declared value if that value significantly varies from average construction values. For 1 and 2 family residential buildings, the declared value shall not be less than 20% or more than 20% than the average per square foot value of all 1 and 2 family homes permitted in Twin Falls during the prior fiscal year.
	2	Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.
	3	Mechanical, Electrical and Plumbing Residential – New Construction – Flat fee based on the entire floor area of the home including finished and unfinished basements, but excluding garages and covered patios. Separate permit required for each trade.
	4	Mechanical, Electrical and Plumbing – Other Installations - Including, but not limited to, temporary construction electrical service, change of residential electrical service, electrical wiring for installation of residential spas, hot tubs, hydro massage tubs, swimming pools, electric space heating, outline lighting, air conditioning, water/sewer installations, and electrical wiring for commercial installation of signs and outline lighting.

Building	5	Mechanical, Electrical, Plumbing Small work permit. Small work is defined as a job with total cost including material and labor that does not exceed five hundred dollars (\$500.00). Small work does not include any job with a specifically designated fee in this resolution. Small work also includes, regardless of total cost, the installation of: Residential water heaters up to 100 gallons, water softeners and other single unit appliances, sprinkler system backflow prevention, bathroom exhaust fans, dryer ducts, and/or extension of forced supply and return ducts up to 25 feet in length.
	6	Permit fees are due upon commencement of work and must be paid prior to inspections being performed. The Building Official may assess an escalating penalty as established herein, for failure to obtain a permit and pay the required fees. Penalties are assessed in addition to the permit fee and must be paid prior to commencement of work and any inspections being done.
Impact Fee	1	On January 1, 2015, and on January 1 of each year thereafter in which an impact fee is in effect, the amount of the impact fee shall be automatically adjusted to account for inflation increases in the cost of providing police, fire, parks and recreation, and street public facilities to serve new development utilizing the municipal cost index as published by "American Cities And County Magazine". Nothing herein shall prevent the city from electing to maintain a then existing police, fire, parks and recreation, and street impact fee or from electing to waive the inflation adjustment for any given fiscal year, or years. Any such action to determine an inflation factor shall be by city council resolution. (Ord. 3074, 8-24-2014)
IT	1	EXEMPTIONS FOR CITY WORK: If the data is needed to perform work assigned to the contractor or consultants by the city, the city of Twin Falls may provide contractors or consultants electronic data at no charge under this chapter. Only the data for the area under contract will be provided.
	2	REPRODUCTION: All electronic data or related material provided by the city of Twin Falls may not be reproduced or resold to any person to whom the data is provided without the express written consent of the City of Twin Falls.
	3	DISCLAIMER: The GIS information is provided with the understanding that conclusions drawn from such information is solely the responsibility of the user. This GIS data is not a legal representation of any of the features depicted, and any assumption of the legal status of this data is hereby disclaimed. All utilities should be verified in the field.

In some settings the City collects fees on behalf of other agencies and those fees can change without notice. Those fees are not reflected in this resolution.

Exhibit C
MASTER CITY-WIDE FEE SCHEDULE CHANGES

Department	Description	Fee Amount	Fee Description	Changes	%
Airport	Private hangar land lease	\$ 0.150	Per sq. ft., annual/ with CPI escalation adjust (see footnote Airport #1)	Increased from .145, added footnote	3.448%
Airport	FBO land lease	\$ 0.168	Per sq. ft., annual/ with CPI escalation adjust (see footnote Airport #1)	Increased from .163, added footnote	3.067%
Airport	Commercial land lease	\$ 0.168	Per sq. ft., annual/ with CPI escalation adjust (see footnote Airport #1)	Increased from .163, added footnote	3.067%
Airport	Landing Fee (FAA 121, 135, or any acft over 12,500 lbs	\$ 1.540	Each, per thousand lbs. MGLW, \$12.24 min (see footnote Airport #2)	Increased from 1.47, added footnote	4.762%
Airport	Airline terminal rates	\$ 15.690	Per sq. ft., annual/ with CPI escalation adjust (see footnote Airport #1)	Increased from 15.23, added footnote	3.020%
Airport	Restaurant	\$ 672.900	Monthly with annual CPI escalation adjust (see footnote Airport #1)	Increased from 653.16, added footnote	3.022%
Airport	Non-tenant car rental permit	\$ 150.000	Annual (see footnote Airport #3)	Added footnote	
Airport	ARFF (over 9 seats)	\$ 78.800	Per hour, \$78.80 minimum (see footnote Airport #4)	Increased from 75.05, added footnote	4.997%
Building	Mechanical, Electrical and Plumbing Commercial Permit \$501 - \$10,000	\$ 60.000	Plus \$.02 x project value (project value includes contract price of work plus value of owner supplied equipment and labor)	Updated description - changed from \$10k or less	
Building	Mechanical, Electrical and Plumbing Commercial Permit \$10,001-\$100,000	\$ 260.000	(Project value - \$10,000) x \$.01 + base fee (\$260) - (project value includes contract price of work plus value of owner supplied equipment and labor)	Updated description	
Building	Mechanical, Electrical and Plumbing Commercial Permit \$100,001+	\$ 1,160.000	(Project value - \$100,00) x \$.005 + base fee (\$1,160) - (project value includes contract price of work plus value of owner supplied equipment and labor)	Updated description	
Engineering	Subdivision review - preliminary plat	\$ 900.000	Flat fee	Increased from \$50, updated description	1700%
Engineering	Subdivision review - preliminary plat	\$ 25.000	Per lot	Increased from \$10, updated description	150%
Engineering	Subdivision review - final plat	\$ 400.000	Flat fee	Increased from \$50, updated description	700%
Engineering	Subdivision review - final plat	\$ 25.000	Per lot	Increased from \$10, updated description	150%
Engineering	Subdivision review - conveyance plat	\$ 900.000	Flat fee	New fee	
Engineering	Subdivision review - conveyance plat	\$ 25.000	Per lot	New fee	
Engineering	Subdivision construction plan review - paving	\$ 75.000	Flat fee	Updated description	
Engineering	Subdivision construction plan review - paving	\$ 10.000	Per lot	Updated description	
Engineering	Subdivision construction plan review (3rd) - paving	\$ 5.000	Per lot	Updated description	
Engineering	Subdivision construction plan review - water	\$ 50.000	Flat fee	Updated description	
Engineering	Subdivision construction plan review - water	\$ 7.000	Per lot	Updated description	
Engineering	Subdivision construction plan review (3rd) - water	\$ 7.000	Per lot	Updated description	
Engineering	Subdivision construction plan review - sanitary sewer	\$ 50.000	Flat fee	Updated description	
Engineering	Subdivision construction plan review - sanitary sewer	\$ 7.000	Per lot	Updated description	
Engineering	Subdivision construction plan review (3rd) - sanitary sewer	\$ 7.000	Per lot	Updated description	
Engineering	Subdivision construction inspection fee	\$ 500.000	Flat Fee	Updated description	
Engineering	Water service permit - 1 inch water service	\$ 55.350	Assessed at subdivision construction plan approvals	Moved from Utility Billing section, updated description	
Engineering	Water service permit - 1 1/2 inch water service	\$ 55.350	Assessed at subdivision construction plan approvals	Moved from Utility Billing section, updated description	
Engineering	Water service permit - 2 inch water service	\$ 55.350	Assessed at subdivision construction plan approvals	Moved from Utility Billing section, updated description	
Engineering	Water service permit > 2 inch		Fee determined by City Engineer	Moved from Utility Billing section, updated description	

Exhibit C
MASTER CITY-WIDE FEE SCHEDULE CHANGES

Engineering	Water service permit - nonstandard		Fee determined by City Engineer	Moved from Utility Billing section, updated description
Engineering	Water meter fee - 1 inch (Badger model #55)	\$ 355.080	Assessed with building permit	Moved from Utility Billing section, update 7% description, increase from \$333.08
Engineering	Water meter fee - 1 1/2 inch (Badger model #120)	\$ 670.080	Assessed with building permit	Moved from Utility Billing section, updated description
Engineering	Water meter fee - 2 inch (Badger model #170)	\$ 873.840	Assessed with building permit	Moved from Utility Billing section, updated description, increased from \$839.52 4%
Engineering	Water service (complete) - 1 inch	\$ 1,989.810	Complete water service- mainline connection to meter	Moved from Utility Billing section, updated description, increased from \$1,935 3%
Engineering	Water service (complete) - 1 1/2 inch	\$ 2,987.220	Complete water service- mainline connection to meter	Moved from Utility Billing section, updated description, increased from \$2,930 2%
Engineering	Water service (complete) - 2 inch	\$ 3,499.730	Complete water service- mainline connection to meter	Moved from Utility Billing section, updated description, increased from \$3,412 3%
Engineering	Water service (complete) - > 2 inch		Fee determined by City Engineer	Moved from Utility Billing section, updated description
Engineering	Water service (complete) - nonstandard service size		Fee determined by City Engineer	Moved from Utility Billing section, updated description
Engineering	Water main connection - 1 inch tap	\$ 150.000	Connections to live water mains	Moved from Utility Billing section, updated description
Engineering	Water main connection - 1 1/2 inch tap	\$ 150.000	Connections to live water mains	Moved from Utility Billing section, updated description
Engineering	Water main connection - 2 inch tap	\$ 150.000	Connections to live water mains	Moved from Utility Billing section, updated description
Engineering	Water main connection - 4 inch tap	\$ 1,233.990	Connections to live water mains	Moved from Utility Billing section, updated description
Engineering	Water main connection - 6 inch tap	\$ 1,395.700	Connections to live water mains	Moved from Utility Billing section, updated description
Engineering	Water main connection - 8 inch tap	\$ 1,863.470	Connections to live water mains	Moved from Utility Billing section, updated description
Engineering	Water main connection - 10 inch tap	\$ 2,635.120	Connections to live water mains	Moved from Utility Billing section, updated description
Engineering	Water main connection - 12 inch tap	\$ 4,069.890	Connections to live water mains	Moved from Utility Billing section, updated description
Engineering	Water modeling - spot check	\$ 200.000	Spot check for static water pressure and fire flow	Moved from Utility Billing section, updated description
Engineering	Water modeling - proposed infrast. for new development		Fee determined by City Engineer	Moved from Utility Billing section, updated description
Engineering	Sewer modeling fee - proposed infrast. for new development		Fee determined by City Engineer	Moved from Utility Billing section, updated description
Engineering	Service line installation fees - water		Connections to live water mains and intended for the single dwelling home owner, not for developers of multiple lot subdivisions	Moved from Utility Billing section
Engineering	Sewer service connection - permit	\$ 15.000	Processing the permit	Moved from Utility Billing section, updated description

Exhibit C
MASTER CITY-WIDE FEE SCHEDULE CHANGES

Engineering	Sewer service connection inspection	\$ 90.000	Inspection of sewer service connection to main line	Moved from Utility Billing section
Engineering	Construction commercial condo and shopping center	\$ 0.650	Of building permit plan check fee	Deleted
Fire	Fireworks for public display permits	\$ 125.000		Updated description
Fire	Dangerous Fireworks Permits	\$ 125.000		Deleted - we do not sell these
Fire	Tent structure permit	\$ 50.000	Over 400 sq. ft. or for an awning over 750 sq. ft.	Updated description
Fire	Fire inspection reporting fee outbuildings and residential 4,500+	\$ 300.000	Plus \$50 for each add'l 1k sq. ft., max \$500	Deleted - fire district fees we only collect and remit
Fire	Fire inspection reporting fee commercial		Multi-family dwellings (3 or more), businesses, industrial, manufacturing, and similar	Deleted - fire district fees we only collect and remit
Fire	Fire inspection reporting fee no fire sprinkler system	\$ 150.000	Or .003 x project value (whichever is greater), max \$1,500	Deleted - fire district fees we only collect and remit
General	Commercial vending license fee	\$ 100.000	Annual	Established in 2014 with Ordinance 3059, added to fee schedule
Parks	Band shell rental (initial day)	\$ 50.000	Per day	Reduced from \$75
Parks	Band shell rental (subsequent days)	\$ 15.000	Per day	Reduced from \$40
Parks	City Park rental (full day)	\$ 600.000	Per day	1) Deleted
Parks	City Park rental (half day)	\$ 300.000	Per half day	1) Deleted
Parks	Field preparation	\$ 25.000	Per field	Deleted - this fee had been voided by Council in a prior resolution
Parks	Neighborhood park rental (half day)	\$ 125.000	Per day	2) Deleted
Parks	Neighborhood park rental (full day)	\$ 251.000	Per day	2) Deleted
Parks	Shelter rental	\$ 25.000	7 hours	2) Changed from 5 hr time block
Parks	Softball/baseball tournaments (half day)	\$ 25.000	Per half day	Deleted - this fee had been voided by Council in a prior resolution
Parks	Softball/baseball tournaments (full day)	\$ 50.000	Per day	Deleted - this fee had been voided by Council in a prior resolution
Parks	Table rental	\$ 10.000	Per 7 hr time block	1) Changed from 5 hr time block
Parks	Tennis court rental	\$ 4.000	Per hour, per court	3)
Parks	Motorized vehicles school buses	\$ 5.000	Per day	Updated for reduced rate approved by Council in prior resolution
Parks	Replacement key (City parks)	\$ 30.000		New fee
1)	We don't rent the City Park for full or half days, we rent tables (3 sets) for \$10 per table set per 7 hour time block; the City Park rental (half day) was changed to the Table rental above (see Res 2018-10)			
2)	We don't rent the neighborhood parks for full or half days, we rent shelters for \$25 per shelter per 7 hour time block; the Neighborhood park rental (half day) was changed to the Shelter rental above			
3)	See resolution 1627, the \$2 was incorrect and should have been \$4			
Planning & Zoning	Annexation	\$ 1,200.000		Increase from \$200 500%
Planning & Zoning	Appeal or readvertisement at applicant's request	\$ 500.000		Increase from \$50 900%
Planning & Zoning	Certificate of appropriateness	\$ 100.000		New fee
Planning & Zoning	Comprehensive plan amendment	\$ 1,500.000		Increase from \$150 900%
Planning & Zoning	Home occupation/oversized shed SUP (and appeal)	\$ 100.000		Split out of "Special use permit fees". Increase from \$50 100%
Planning & Zoning	Non-conforming building expansion permit	\$ 250.000		Increase from \$50 400%
Planning & Zoning	Non-conforming building expansion waiver	\$ 100.000		Split out of "Non-conforming building expansion permit". Increase from \$50 100%
Planning & Zoning	PUD or ZDA modification	\$ 1,000.000		Split out of "Rezone with PUD/ZDA" fee. Increase from \$215 365%
Planning & Zoning	Rezone with PUD/ZDA	\$ 1,500.000		Increase from \$215 598%
Planning & Zoning	Rezone without PUD/ZDA	\$ 1,200.000		Increase from \$180 567%

Exhibit C
MASTER CITY-WIDE FEE SCHEDULE CHANGES

Planning & Zoning	Sign - Permanent with inspection	\$ 500.000		Increase from \$100	400%
Planning & Zoning	Sign - Permanent without inspection	\$ 100.000		Increase from \$50	100%
Planning & Zoning	Special use permit	\$ 500.000		Increase from \$50	900%
Planning & Zoning	Special use revocation	\$ 250.000		Split out of "Special use permit". Increase from \$50	400%
Planning & Zoning	Vacation	\$ 700.000		Increase from \$250	180%
Planning & Zoning	Variance	\$ 500.000		Increase from \$110	355%
Planning & Zoning	Wireless communication facilities (admin)	\$ 500.000		Split out of "Special use permit". Increase from \$50	900%
Planning & Zoning	Wireless communication facilities (SUP)	\$ 1,000.000		Split out of "Special use permit". Increase from \$50	1900%
Planning & Zoning	Zoning verification letter - PCR	\$ 250.000		New fee	
Planning & Zoning	Zoning title amendment	\$ 1,500.000		Increased from 200	650%
Police	Fingerprinting services	\$ 10.000	For up to 2 cards per person	Updated fee description	
Police	Pawnshops employee (new)	\$ 33.250		Deleted - this is an FBI charge	
Police	Private security service license employee prints	\$ 108.250		Deleted - this is an FBI charge	
Police	Private security service license employee 3rd year prints	\$ 33.250		Deleted - this is an FBI charge	
Pool	Annual passes single non TF	\$ 320.000		Increased from \$270 to match 2017 resolution	
Pool	Lifeguard class pass holder	\$ 200.000		Increased from \$150	33%
Pool	Lifeguard class non-pass holder	\$ 250.000		Increased from \$200	25%
Pool	Lifeguard class with waterfront pass holder	\$ 250.000		Increased from \$200	25%
Pool	Lifeguard class with waterfront non-pass holder	\$ 300.000		Increased from \$250	20%
Pool	Lifeguard class Recertification pass holder	\$ 100.000		Increased from \$75	33%
Pool	Lifeguard class Recertification non-pass holder	\$ 125.000		Increased from \$100	25%
Pool	Lifeguard instructor pass holder	\$ 250.000		Increased from \$200	25%
Pool	Lifeguard instructor non-pass holder	\$ 300.000		Increased from \$250	20%
Pool	Pool rentals (per hour) 1-100 people	\$ 135.000		Increased from \$125	8%
Pool	Pool rentals (per hour) 101-300 people	\$ 25.000	Each add'l 25	Increased from \$20	25%
Pool	Pool rentals (per hour) 301-500 people	\$ 15.000	Each add'l 25	Increased from \$10	50%
Pool	Private swim lessons pass holder	\$ 75.000		Increased from 70	7%
Pool	Private swim lessons non-pass holder	\$ 95.000		Increased from 90	6%
Pool	Summer passes single TF	\$ 80.000		2017 Resolution, approved by Council April 24, 2017.	
Pool	Summer passes single non TF	\$ 95.000		2017 Resolution, approved by Council April 24, 2017.	
Pool	Summer passes 60 & older TF	\$ 72.000		Decreased from 80 to match Resolution 2018-11	
Pool	Summer passes 60 & older non TF	\$ 87.000		Decreased from 95 to match Resolution 2018-11	
Pool	Summer passes high school non TF	\$ 95.000		Deleted	
Pool	Swim lessons pass holder	\$ 40.000		2017 Resolution, approved by Council April 24, 2017. Increased from \$35	14%
Pool	Swim lessons non-pass holder	\$ 55.000		2017 Resolution, approved by Council April 24, 2017. Increased from \$50	10%
Pool	Water aerobic drop-in	\$ 8.000		New fee	
Pool	Water babies pass holder	\$ 20.000		Increased from \$15	33%
Pool	Water babies non-pass holder	\$ 30.000		Increased from \$25	20%
Pool	Water safety instructor pass holder	\$ 200.000		Increased from \$150	33%

Exhibit C

MASTER CITY-WIDE FEE SCHEDULE CHANGES

Pool	Water safety instructor non-pass holder	\$	250.000		Increased from \$200	25%
Recreation	Skate rental	\$	5.000		New fee	
Utility Billing	Usage up to 2,000 gallons	\$	20.330		Increased from \$11.73	73%
Utility Billing	3,000 to 150,000	\$	1.972	Per thousand gallons	Increased from \$1.862	6%
Utility Billing	151,000 to 10,000,000	\$	0.901	Per thousand gallons	Increased from \$0.841	7%
Utility Billing	>10,001,000	\$	0.649	Per thousand gallons	Increased from \$0.639	2%
Utility Billing	Annual debt service payment	\$	10.750	Mandated arsenic compliance per month	Deleted	
Utility Billing	Single family residential 95-gallon cart	\$	19.620	Garbage and recycling	Increased from 19.06	3%
Utility Billing	Single family residential 65-gallon cart	\$	17.290	Garbage and recycling	Increased from 16.78	3%
Utility Billing	Single family residential 35-gallon cart	\$	14.930	Garbage and recycling	Increased from 14.46	3%
Utility Billing	Multi-dwellings 95-gallon cart	\$	19.620	Garbage and recycling	Increased from 19.06	3%
Utility Billing	Multi-dwellings 65-gallon cart	\$	17.290	Garbage and recycling	Increased from 16.78	3%
Utility Billing	Multi-dwellings 35-gallon cart	\$	14.930	Garbage and recycling	Increased from 14.46	3%
Utility Billing	Additional 95-gallon cart	\$	2.500	Garbage and recycling	New fee	