

COUNCIL MEMBERS:

SHAWN BARIGAR	DON HALL	SUZANNE HAWKINS	GREGORY LANTING	JIM MUNN, JR.	REBECCA MILLS SOJKA	CHRIS TALKINGTON
<i>Vice Mayor</i>		<i>Mayor</i>				



**AGENDA**  
 Meeting of the Twin Falls City Council  
**Monday, April 8, 2013**  
 City Council Chambers  
 305 3<sup>rd</sup> Avenue East -Twin Falls, Idaho

**5:00 P.M.**

PLEDGE OF ALLEGIANCE TO THE FLAG  
 CONFIRMATION OF QUORUM  
 INTRODUCTION OF STAFF  
 CONSIDERATION OF THE AMENDMENTS TO THE AGENDA:  
 PROCLAMATIONS:     **The Month of May “Better Hearing Month”**  
                                   **Child Abuse Prevention Month**  
                                   **National Service Recognition Day**

AGENDA ITEMS	Purpose	By:
<b>I. <u>CONSENT CALENDAR:</u></b> 1. Consideration of a request to approve the accounts payable for April 2 – April 8, 2013. 2. Consideration of a request to approve an application for an Alcohol License Transfer of Ownership for Albertsons LLC dba Albertsons #139 at 1221 Addison Avenue East. 3. Consideration of a request to approve the Improvement Agreement for Developments for Canyon Park Amended Subdivision.	<u>Action</u>	Staff Report Sharon Bryan Sharon Bryan  Troy Vitek
<b>II. <u>ITEMS FOR CONSIDERATION:</u></b> 1. Presentation by Lindsey Rinehart from Compassionate Idaho. 2. Presentation by the Twin Falls Police Department’s Juvenile Crime Unit regarding school safety in Twin Falls. 3. Consideration of a request to adopt resolutions that approve participation in three State Local Agreements to design and construct projects in the Local Highway Safety Improvement Program and to authorize the Mayor to sign the agreements. 4. Consideration of a request to amend the Public Right of Way Easement Agreement for Canyon Park Development. 5. Provide an update on the Blue Lakes Generator Project and share with City Council the new infrastructure Zone Maintenance Program that will be implemented this year. 6. Public input and/or items from the City Manager and City Council.	Presentation Presentation  Action  Action  Update	Lindsey Rinehart Matt Hicks  Jacqueline Fields.  Jacqueline Fields  Jon Caton
<b>III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u></b>		
<b>IV. <u>PUBLIC HEARINGS:</u>           6:00 P.M. - None</b>		
<b>V. <u>ADJOURNMENT:</u></b> Executive Session 67-2345(c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.		

***\*Any person(s) needing special accommodations to participate in the above noticed meeting should contact Leila Sanchez at (208) 735-7287 at least two working days before the meeting.***

### Twin Falls City Council-Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor shall review the public hearing procedures.
  2. Individuals wishing to testify or speak before the City Council shall wait to be recognized by the Mayor, approach the microphone/podium, state their name and address, then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the City Clerk. The City Clerk shall make an audio recording of the Public Hearing.
  3. 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.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.
  4. A City Staff Report shall summarize the application and history of the request.
    - The City Council may ask questions of staff or the applicant pertaining to the request.
  5. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor may limit public testimony to no less than two minutes per person.
    - Five or more individuals, having received personal public notice of the application under consideration, may select 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. The spokesperson shall be limited to 15 minutes.
    - Written comments, including e-mail, shall be either read into the record or displayed to the public on the overhead projector.
    - Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
  6. Following the Public Testimony and Applicant's response, the hearing shall continue. The City Council, as recognized by the Mayor, shall be allowed to question the Applicant, Staff or anyone who has testified. The Mayor may again establish time limits.
  7. The Mayor shall close the Public Hearing. The City Council 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.

*Office of the Mayor  
City of Twin Falls, Idaho*

# Proclamation



## **Better Hearing Month**

**WHEREAS**, audiologists in Twin Falls, Idaho, and nationwide observe and celebrate Better Hearing Month each year during the month of May, and

**WHEREAS**, the Twin Falls City Council recognizes and values the efforts of all who work to eliminate or minimize the isolating effects of communication disorders in the one in five families affected by them, and

**WHEREAS**, more than half of the people with hearing loss are younger than age 65, and

**WHEREAS**, hearing loss is the third most common health problem in the United States, and

**WHEREAS**, our citizens who have overcome communication disabilities through the services of audiologists are now able to lead independent, productive and fulfilling lives, and

**WHEREAS**, audiologists have attained the highest level of education for hearing and balance disorders, and

**WHEREAS**, Twin Falls is proud and honored to have audiologists offering quality education and health care services to its citizens

**THEREFORE, BE IT RESOLVED** that I, Greg Lanting, Mayor of Twin Falls, Idaho, do hereby proclaim May as Better Hearing Month and encourage all citizens to recognize the achievements of audiologists in improving the quality of life for people with communication disorders.

*In witness whereof I have hereunto set my hand and caused this seal to be affixed.*

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*Mayor Gregory L. Lanting*

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*Deputy City Clerk Leila A. Sanchez*

*Date: April 08, 2013*

*Office of the Mayor  
City of Twin Falls, Idaho*

# Proclamation



## *Child Abuse Prevention Month*

*Whereas*, child abuse is a serious and growing problem affecting more than 3.2 million of our nation's children annually and thousands of children locally; and

*Whereas*, this societal malignancy called child abuse respects no racial, religious, class or geographic boundaries, and, in fact, has been declared a national emergency; and

*Whereas*, CSI/ Head Start/Early Head Start through its support of parent aide programs, parenting classes, educational programs, and community service activities is making significant progress in stopping this crime against families and children;

*NOW, THEREFORE*, Gregory Lanting, Mayor of the City of Twin Falls, Idaho, do hereby proclaim the month of April 2013 as

## *Child Abuse Prevention Month*

and encourage the citizens of Twin Falls to use this time to better understand, recognize and respond to this grievous problem. I would like to congratulate CSI-Head Start/Early Head Start for their continued success in helping families break the cycle of child abuse.

*In witness whereof I have hereunto set my hand and caused this seal to be affixed.*

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*Mayor Gregory Lanting*

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*Deputy City Clerk Leila A. Sanchez*

*Date: April 8, 2012*

*Office of the Mayor  
City of Twin Falls, Idaho*

# Proclamation



## **National Service Recognition Day**

**WHEREAS**, service to others is a hallmark of the American character and central to how we meet our challenges; and

**WHEREAS**, AmeriCorps and Senior Corps help address some of the challenges facing our cities and nation, from educating students for the jobs of the 21st century, to supporting veterans and military families, to preserving the environment and to helping communities recover from natural disasters; and

**WHEREAS**, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

**WHEREAS**, national service participants serve in more than 70,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

**WHEREAS**, national service participants increase the impact of the organizations they serve with, both through their direct service and by recruiting and managing millions of additional volunteers; and,

**WHEREAS**, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and,

**WHEREAS**, AmeriCorps members and Senior Corps volunteers demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

**WHEREAS**, the Corporation for National and Community Service shares a priority with mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with mayors across the country to support the Mayors Day of Recognition for National Service on April 9, 2013; and

**WHEREAS**, through the CSI Office on Aging, three Senior Corps volunteer programs help hundreds of volunteers and citizens annually in south central Idaho, through the Foster Grandparents Program, the Retired and Senior Volunteers Program and the Senior Corps Program;

**THEREFORE, BE IT RESOLVED** that I, Greg Lanting, Mayor of Twin Falls, Idaho, do hereby proclaim April 9, 2013, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our city, to thank those who serve and to find ways to give back to our communities.

*In witness whereof I have hereunto set my  
hand and caused this seal to be affixed.*

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*Mayor Gregory L. Lanting*

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*Deputy City Clerk Leila A. Sanchez*

*Date: April 8, 2013*



**COLLEGE OF  
SOUTHERN  
IDAHO**

315 Falls Avenue  
P.O. Box 1238  
Twin Falls, ID 83303  
(208) 736-2122 Fax (208) 736-2126

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**OFFICE ON AGING**

March 25, 2013

Mayor Greg Lanting  
City of Twin Falls  
356 3<sup>rd</sup> Avenue E.  
Twin Falls, ID 83301

Dear Mayor Lanting:

Please share with us and other mayors nationwide in the "Mayors Day of Recognition for National Service."

The Mayors Day of Recognition for National Service will be Tuesday, April 9, 2013. The goal is to highlight the impact of AmeriCorps, Senior Corps, and other national service programs which help with local problems and volunteers. It also thanks national service volunteers for their commitment. Of course, their assistance is in addition to all of our local volunteers, who help make Twin Falls such a great place to live.

This initiative was announced at the U.S. Conference of Mayors meeting on January 17, in Washington, DC.

Given the City of Twin Falls' support for volunteerism, we are reaching out to see if you will participate by signing the attached proclamation for the Mayors Day of Recognition. We are appreciative of your support for volunteers and volunteer opportunities provided by all sorts of individuals and groups, including CSI Office on Aging's Foster Grandparents, Retired and Senior Volunteers and Senior Companions Programs.

Our hope is that participating in this day will help highlight the importance of citizen volunteer service. It should bolster support for various volunteer opportunities and groups, including the national service groups. It may also encourage more city residents to volunteer.

Thank you for your leadership. We look forward to attending the April 8 City Council meeting, where we hope you will read the attached proclamation.

Sincerely,

James R. Fields  
Director



**Date:** April 8, 2013, City Council Meeting

**To:** Honorable Mayor and City Council

**From:** Sharon Bryan, Deputy City Clerk

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**Request:**

Approve Alcohol License transfer of ownership for Albertsons LLC dba Albertsons #139 at 1221 Addison Ave East.

**Time:** Consent Calendar

**Background:** Approval of Alcohol License transfer of ownership.

**Budget Impact:** N/A

**Regulatory Impact:** City and State Code Compliance

**Conclusion:** Staff recommends approval of the application.

**Attachments:** Alcohol License Application



# ALCOHOL LICENSE APPLICATION

BUSINESS NAME Albertson's LLC STATE LICENSE # 2672  
 DOING BUSINESS AS Albertsons #139 (Please attach a copy of your state license)  
 BUSINESS ADDRESS 1221 Addison Ave. East Twin Falls, ID 83301  
 LEGAL DESCRIPTION OF PLACE OF BUSINESS \_\_\_\_\_  
 Lot 1<sup>South half of</sup> Lot 13 Block 1 Subdivision Ashton Addition  
 MAILING ADDRESS P.O. Box 20, Dept. 70428 Boise, ID 83726  
 CONTACT PERSON Julie Loftus PHONE # 208.395.6220

<b>BEER:</b>	<i>Bottled for consumption off the premises only</i>	(\$ 50.00)	(Check) <input checked="" type="checkbox"/>
	<i>Bottled for consumption on premise</i>	(\$ 150.00)	<input type="checkbox"/>
	<i>Bottled &amp; Draught for consumption on premises</i>	(\$200.00)	<input type="checkbox"/>
<b>WINE:</b>	<i>Retail Sales for consumption off premises only</i>	(\$200.00)	<input checked="" type="checkbox"/>
	<i>Wine by the Drink for consumption on premises only</i>	(\$200.00)	<input type="checkbox"/>
<b>LIQUOR:</b>	<i>Liquor license &amp; fees cover wine license &amp; fees</i>	(\$562.50)	<input type="checkbox"/>

As provided by the laws of the City of Twin Falls, Idaho for the term ending June 30, 201<sup>3</sup>, tendered herewith is the license fee of \$ 10<sup>00</sup>. (Ordinance #2708)

APPLICANT IS AN INDIVIDUAL ( ) PARTNERSHIP ( ) CORPORATION (X)

IF A PARTNERSHIP, NAME ALL PARTNERS: (PLEASE PRINT)

NAME: \_\_\_\_\_ RESIDENCE: \_\_\_\_\_  
 NAME: \_\_\_\_\_ RESIDENCE: \_\_\_\_\_  
 NAME: \_\_\_\_\_ RESIDENCE: \_\_\_\_\_

IF A CORPORATION OR ASSOCIATION, NAME ALL OFFICERS:

NAME: See attached ADDRESS: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE OF INCORPORATION OR ORGANIZATION 04/03/1969

PLACE OF INCORPORATION OR ORGANIZATION DE

PRINCIPAL PLACE OF BUSINESS IN IDAHO 250 Parkcenter Blvd, Boise, ID 83726

OWNER OF PREMISES (Please Print) Albertson's LLC (self)

NAME OF PERSON WHO WILL MANAGE BUSINESS OF SELLING BEER AT RETAIL:  
(Please Print) Dustin Teeter

\*\*\*\*\*  
(IF A PARTNERSHIP, ALL PARTNERS NEED TO SIGN)

SIGNATURE OF APPLICANT Rich Navarro

NAME (Please Print) RICHARD JOHN NAVARRO BIRTHDATE: 05/27/1952

RESIDENCE OF APPLICANT 1256 Candleridge Ct. Boise, Idaho 83712

LENGTH OF RESIDENCE IN IDAHO 61 YRS

SIGNATURE OF APPLICANT \_\_\_\_\_

NAME (Please Print) \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_

RESIDENCE OF APPLICANT \_\_\_\_\_

LENGTH OF RESIDENCE IN IDAHO \_\_\_\_\_

SIGNATURE OF APPLICANT \_\_\_\_\_

NAME (Please Print) \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_

RESIDENCE OF APPLICANT \_\_\_\_\_

LENGTH OF RESIDENCE IN IDAHO \_\_\_\_\_

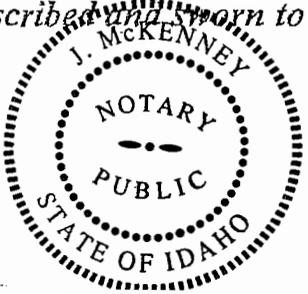
SIGNATURE OF APPLICANT \_\_\_\_\_

NAME (Please Print) \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_

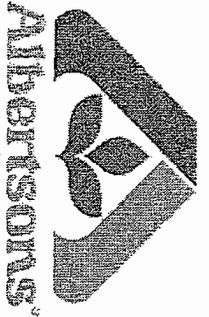
RESIDENCE OF APPLICANT \_\_\_\_\_

LENGTH OF RESIDENCE IN IDAHO \_\_\_\_\_

Subscribed and sworn to before me this 22nd day of MARCH, 2013.



J. McKenney  
Notary Public for Idaho  
Residing at: Boise, Idaho  
Notary Expiration Date: 12/6/2016



## Director and Officer Listing

FEIN 82-0184434

### Appointments

Name	Appointed as	Date of Birth	SSN	Home Address	Phone Number	DL #
Butler, Robert C.	Chief Operating Officer	1/29/1949	568649000	Boise, ID 83716 5872 Schooner Place	208-395-5046	Idaho ZD264798K
Miller, Robert G.	Chief Executive Officer and President	4/12/1944	565564401	Boise, ID 83716 360 E Desert Inn Rd, Unit 801	208-395-5381	Nevada 2103571905
Navarro, Richard J.	Chief Financial Officer	5/27/1952	519588855	Las Vegas, NV 89109 1256 Candleridge Court	208-395-5463	Idaho ZB166322G
Kowany, Paul G.	Senior Vice President, General Counsel and Secretary	5/12/1958	519683083	Boise, ID 83712 819 E Riverpark Lane,	208-395-5262	Idaho J15136Jc

Business address for all officers:

PO Box 20  
Boise, ID 83726

# State of Idaho

## Idaho State Police

Cycle Tracking Number: 65240

Premise Number: 2T-9

Retail Alcohol Beverage License

License Year: 2013

License Number: 2672

This is to certify, that **Albertson's LLC**  
doing business as: **Albertson's #139**

is licensed to sell alcoholic beverages as stated below at:

1221 Addison Ave, 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 \$20.00
On-premise consumption	No
Keqs to go	Yes \$20.00
Restaurant	No
Wine by the bottle	Yes \$20.00
Wine by the glass	No
Multipurpose arena	No

TOTAL FEE: \$60.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

*Lee M. ...*

ALBERTSON'S LLC  
ALBERTSON'S #139  
ATTN: TAX ACCT  
PO BOX 20  
BOISE, ID 83726

Mailing Address

License Valid: 03/12/2013 - 06/30/2013

Expires: 06/30/2013

*Stephany ...*  
Director of Idaho State Police

RECORDED ON MAR 15 2013  
STORE SUPPORT CENTER



# Retail Alcoholic Beverage License

THIS IS TO CERTIFY THAT Albertson's LLC

doing business as Albertson's #139

at 1221 Addison Ave, Twin Falls, Idaho 83301

a(n) Corporation, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Twin Falls County Courthouse, Twin Falls, Idaho, dated: 24th day of October, 1971.

Draught and Bottled or Canned Beer.....	_____
Bottled or Canned Beer to be consumed on premises.....	_____
Bottled or Canned Beer not to be consumed on premises.....	5.00 (1)
Retail Liquor.....	_____
Retail Wine.....	20.00 (1)
Wine by the Drink.....	_____
Special Wine (Sunday).....	_____
<b>TOTAL FEE \$</b>	<b>25.00</b>

Kirk Navarro  
Signature of Licensee or Officer of Corporation

This License is TRANSFERABLE and EXPIRES **July 1, 1:00 a.m., 2013**

Witness my hand and seal  
[Signature]  
Chairman

Vice Chairman  
[Signature]  
Commissioner

Deputy  
[Signature]  
Clerk of the Board of County Commissioners

(SEAL)

RECORDED ON MAR 29 2013  
STORE SUPPORT CENTER

(This license must be conspicuously displayed)



**Date:** Monday, April 8, 2013  
**To:** Honorable Mayor and City Council  
**From:** Troy Vitek, Assistant City Engineer

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**Request:**

Consideration of a request to accept the improvement agreement for developments from Canyon Park Amended Subdivision.

**Time Estimate:**

The staff presentation will take approximately 2 minutes.

**Background:**

A PUD subdivision, consisting of 25 (+/-) acres with 12 commercial lots and property located West and North of the intersection of Blue Lakes Boulevard North and Fillmore Street

**Approval Process:**

Accepting the Improvement Agreement allows the developer to record the final plat per City Code 10-12-2-4 (G) 8.

**Budget Impact:**

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

**Regulatory Impact:**

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

**Conclusion:**

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

**Attachments:**

1. Improvement Agreement.

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and CANYON PARK LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development

CANYON PARK AMENDED SUBDIVISION

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

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

RETAIL SHOPPING CENTER

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

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

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

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

WITNESSETH

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

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service and roads, excluding state highways, constructed under the terms of this Agreement in any public rights-of-

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

## II.

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

### a. Surety Bond

1. Accrual - The Bond shall accrue to the City covering construction, operation and maintenance of the specific public improvement.
2. Amount - the bond shall be in an amount equal to one hundred percent (100%) of the total estimated cost for completing construction of the specific public improvements, as estimated by the Developer's Engineer and approved by the City Engineer.
3. Term Length - The term length in which the bond is in force, for the duration of that phase of the project, shall be until completed and accepted by the City Engineer.
4. Bonding for Surety Company - The bond shall be with a surety company authorized to do business in the State of Idaho, acceptable to the Council.
5. The escrow agreement shall be drawn and furnished by the subdivider to the satisfaction of the Council.

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

### III.

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

- a. Prepare a master utility plan showing the location of all existing and proposed utility lines to include but not be limited to sewer, water, gas, electricity, telephone, irrigation, pressure irrigation and storm sewer.
- b. Prepare detailed plans and specifications for construction of all improvements required by this Agreement and shall include but not be limited to a complete set of construction plans, including profiles, cross-sections, specifications and other supporting data, for all required public streets, utilities and other facilities. Such construction plans shall be based on preliminary plans which have been approved

with the preliminary plat, and shall be prepared in conjunction with the final plat. Construction plans are subject to approval by the responsible public agencies. All construction plans shall be prepared in accordance with the public agencies' standards and specifications.

- c. Perform construction surveying, staking, testing, inspection and administer the construction of all facilities required by this contract.
- d. Submit all test reports, inspection reports, change orders and construction diaries to the City Engineer every week during the construction of the development or subdivision.
- e. Prepare and submit an updated copy of the enclosed development and subdivision checklist to the City Engineer every week during the construction of the development or subdivision, and also upon completion of the project.
- f. Submit to the City Engineer the final plans, and master utility plan for the City records showing any approved changes to the original plans and specifications. A permanent drawing in ink on approved transparent polyester drafting film and an electronic media copy of the plans in ACAD 2000 using City standard format shall be provided within thirty (30) days after completion of the project.
- g. Submit a letter upon completion of construction stating that the work has been constructed in conformance to the plans and specifications, with the certification by the Developer's Engineer that improvements were constructed to the lines and grades shown.

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

The City agrees to provide asphalt pavement testing for conformance with City standards, but it shall be the responsibility of Developer's Engineer to provide all necessary quality control during construction. All tests shall be taken at a frequency based upon City of Twin Falls Standard Specifications.

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

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

IV.

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

V.

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

VI.

The Developer hereby agrees and petitions the City to annex into the corporate limits of said City, the above described real property that is contiguous with the same or becomes contiguous to said City limits. Developer agrees to annexation of said real property by the City upon the terms and conditions as shall be set forth by said City.

VII.

The Developer and the City agree that the improvements listed herein are required unless specifically waived by action of the City Council and that said improvements will be constructed on any public rights-of-way or easements approved and accepted by the City Council all as designed by the Developer's Engineer and approved by the City Engineer and in accordance with standards established by the City Engineer and that all required improvements will be completed in a timely manner. If improvements are not completed in a timely manner, the Developer shall provide an updated, current version of the developer's agreement and financial guarantee for City Council consideration.

VIII.

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

## IX.

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

## X.

The City shall provide no compensation for the cost of an oversize water or sewer line. In the case of water or sewer lines extended adjacent to or outside the limits of development, the Developer shall be eligible for payback from adjacent property owners pursuant to Resolution No. 1182. The Developer shall also be eligible for compensation when a private developer extends or connects to any water or sewer system previously installed by private developer, pursuant to Resolution 1651.

## XI

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

The issuance or approval of plans, specifications and computations shall not be construed as an approval of any violation of any provisions of City code, specifications, standards, policy, or any

other ordinance of the City. Approvals of plans that may violate City code, specifications or departmental policies will not be valid.

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

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

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

The Developer shall be responsible for any damage to any existing public improvements and shall repair or replace any such damage as required by the City Engineer, during or after completion of this project.

## XII.

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

### PUBLIC WAYS

#### (a) Required Improvements

- (1) Curb, gutter and sidewalk on all public street rights-of-way.
- (2) A standard residential street thirty six feet (36') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course on all public street rights-of-way serving residential use property.
- (3) Minor residential and private streets as specified in the City of Twin Falls Standard Drawings.
- (4) A standard commercial or collector street forty eight feet (48') wide with an eleven inch (11") gravel course and three inch (3") asphaltic concrete surface course on all public street rights-of-way serving commercial use property or as a collector street. Whenever a street serves an industrial use property the City Engineer will determine the appropriate structural section.

- (5) A service-road twenty four feet (24') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course and with concrete curb-gutter or curb and valley-gutter on all public service road rights-of-way.
  - (6) A sidewalk five feet (5') wide minimum on all public pedestrian rights-of-way. Four foot (4') sidewalks by special permission of the City Council are allowed by City of Twin Falls Standard Drawings for minor residential streets under certain conditions.
  - (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A tract of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to arterial and collector streets. Within that tract the developer shall install landscaping six feet (6') in depth with a sprinkler system and with grass and trees behind the curb line and shall also install a five foot (5') sidewalk. The landscaping will be maintained by the city and funded through a fee added to the water bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. TFCC §10-12-4.2(O).
  - (8) Street signs and traffic control devices on all public streets.
  - (9) Street lights as determined by City policy for street light installation.
- (b) City Costs
- (1) The cost of any street signs or traffic control devices installed by the City on new or existing streets.
  - (2) The cost of any required street lights (standard luminaires mounted on a wood pole). The Developer shall pay the extra cost of any decorative luminaries or poles. Prior approval will be required, and the cost of maintenance, replacement and power usage will be considered.
- (c) Required Inspections and Testing
- (1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

#### WATER SYSTEM

- (a) Required Improvements

- (1) Pursuant to City Code Section 7-8-3, 7-8-10 and 10-12-4.2 water line and fittings six inch (6") minimum diameter that will transport a flow of water, which will satisfy fire, domestic, other water demands of the development, based upon the City water pipe sizing plan and computer water model. Water line extension shall include connection from the existing City Water System to each building site and fire hydrants and then loop back to the City System in a manner that will provide a properly functioning system approved by the City Engineer, Water Superintendent and Fire Chief. If the development is to be constructed in phases, the water system shall be looped back to the City system during the first phase. No dead-end lines will be allowed during any phase of the project.
- (2) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City water distribution network in accordance with existing sizing guidelines.
- (3) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users or creating a critical situation in the suppression of fires.
- (4) Fire hydrant connections and fire hydrants spacing to substantially comply with the minimum standards suggested by the Fire Rating Bureau and American Water Works Association. Fire hydrants are required in all developments.
- (5) One water service line shall be constructed to each building site at the time the water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way.

During construction of the curb the letter W shall be stamped into the top or face of the curb directly in front of the water meter box. The impression shall be not less than one and one half inches (1½") high. Meters shall be grouped at adjacent side lot lines when possible or at another location if requested by the Developer and approved by the City Engineer and Water Superintendent. Water meter boxes will not be allowed in driveway approaches. Any cost associated in relocating meters from driveway

approaches will be the responsibility of the Developer or Lot Owner. Temporary address or lot number signs shall be staked at the location where the water meter box is to be installed. The City may install multiple water meters in a single water meter box.

The City will make the water line tap only after all appropriate tap fees for a Water Connection General Permit have been received and permits issued. All new water service line and connections made from existing water service mains to service any new development will be the responsibility of the Developer. The City will make the necessary service line tap after payment of the required water connection general permit fees.

- (6) One water service line tap, meter box, and service line shall be constructed for each building connected to the City water system. It is understood and agreed that the City will make all service line taps and install all meter boxes and that the fee paid by the developer for a Water Connection General Permit will reimburse the City for such work.
- (7) It is further understood and agreed that the City will make all connections to the existing water system. The City will disinfect the new water system at the developer's expense.

(b) City Costs

- (1) None.

(c) Required Inspections

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-7-4, 7-7-11 and 10-12-4.2 a waste water collection system (eight-inch (8") minimum diameter) that will transport a flow of waste water, under conditions of maximum and minimum discharge from the development, to the existing City waste water system.
- (2) Waste water sewer lines adjacent to or internal to the development will be sized to continue the orderly expansion of the City Waste Water Collection

System in accordance with existing sizing guidelines and computer sewer model.

- (3) Manholes to provide access for maintenance and cleaning of the sewer lines located at any change of grade or alignment of the sewer, at the end of each sewer and spaced not more than four hundred feet (400') apart.
- (4) During construction of the curb the letter S shall be stamped into the top or face of the curb directly in front of the sewer service line location. The impression shall be not less than one and one half inches (1½") high.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

DRAINAGE SYSTEM

(a) Required Improvements

- (1) Any valley-gutters, ditching, grading or other surface drainage facilities necessary to convey any storm run-off originating from or traversing across the proposed development over the land surface to a point of retention, detention or discharge approved by the City Engineer.
- (2) Any catch basin, storm sewer and other sub-surface drainage facilities necessary to convey any storm run-off, originating from or traversing across the proposed development, to a point of retention, detention or discharge approved by the City Engineer, that cannot, in the City Engineer's opinion, be conveyed over the land surface without causing damage to public or private property or without being an unreasonable inconvenience or hazard to a private individual, a group of individuals or the general public.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

GRAVITY IRRIGATION SYSTEM

(a) Required Improvements

- (1) Any pipe, boxes or other appurtenances necessary to convey all irrigation water in underground pipe across the development and any adjacent public property. Irrigation facilities outside an established City irrigation district shall be constructed in an irrigation easement on private property except where it is necessary for irrigation water to cross the public right-of-way and all such crossings shall be perpendicular to the center line of said right-of-way unless otherwise approved by the City Engineer due to some unusual condition.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

PRESSURE IRRIGATION SYSTEM

(a) Required Improvements

- (1) Pursuant to Section 7-8-3 of the City Code, the use of the City's potable water supply as the primary source of irrigation water in all new developments shall be prohibited. For purposes of this subsection, the term "new development" means any new subdivision or PUD, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or PUD. One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be deeded to the City of Twin Falls before the filing of the final plat for use in the City's pressurized irrigation system.
- (2) Pressure irrigations water line and fittings shall be four inch (4") minimum diameter or larger that will transport a flow of water, which will satisfy all irrigation water demands of the development,

based upon the computer irrigation water model that the developer's engineer has prepared.

- (3) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City Pressure Irrigation water distribution network in accordance with existing sizing guidelines.
- (4) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users. One pressure irrigation water service line shall be constructed to each subdivision lot site at the time the pressure irrigation water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way. One Pressure irrigation water service line tap, irrigation box, and service line shall be constructed for each subdivision lot connected to the City pressure irrigation water system.
- (5) The Developer shall be responsible for all costs incurred in designing and installing the pressure irrigation station. This includes the land, pumps, motors, filters, buildings, delivery system to the station from the TFCC head gate, storage pond, Supervisory Control and Data Acquisition (SCADA) system, and power to the station.
- (6) All pressure irrigation system plans must be prepared by the Developer's engineer shall be according to the City's standard specifications and drawings. Plans submitted to the City shall be signed by a Professional Engineer for review and final approval,

before the City Engineer will sign the plat or approve construction plans.

- (7) The Pressure Irrigation System shall be located within easements, right of ways and/or property deeded to the City of Twin Falls.
- (b) City Cost.
  - (1) None
- (c) Required Inspections and Testing
  - (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

#### SPECIAL FEATURES

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

- a) Required Improvements

PRIVATE ROADWAYS, PUBLIC TRAIL IMPROVEMENTS  
AND SPECIAL FEATURES AS SPECIFICALLY  
SPECIFIED IN THE PROJECT C-1 PLANNED  
UNIT DEVELOPMENT AGREEMENT

- b) City Costs
  - (1) None.

#### XIII.

The City and the Developer agree that the sequence of construction shall be as follows unless special approval in writing is obtained from the City Engineer:

1. Erosion and sedimentation controls.
2. Stormwater retention and detention facilities.
3. Waste water sewers and service connections.
4. Waste water manholes.
5. Storm sewers and catch basins.
6. Gravity irrigation pipes and boxes.
7. Pressure irrigation lines, service connections, etc.
8. Water lines and service connections.
9. Gas lines, power lines, telephone lines and cablevision lines.
10. Any other underground improvements that are required.

11. Sub-base preparation for public ways.
12. Gravel base course for public ways.
13. Curb-gutter, valley-gutter and sidewalk.
14. Gravel leveling course.
15. Asphalt paving.
16. Special Features.

#### XIV.

The Development may be phased as indicated on the attached development plan submitted by the Developer and approved by the City Engineer.

The terms of the basic agreement shall apply individually to each phase shown on the attached plan as though each phase were a separate and independent development providing each phase is begun in the sequence indicated on the development plan.

The two (2) year time limit, (indicated in Section VII of the Agreement) for completing the required improvements shall begin for each phase when the Developer sells a lot or an application or a building permit to construct a building within the phase has been received by the City.

The Developer may cease further development after completing any phase and before beginning the next phase and the basic agreement shall terminate in accordance with Section XVI, of the basic agreement for any undeveloped phases of the development originally proposed in the basic agreement.

#### XV.

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









April 8, 2013, City Council Meeting

To: Honorable Mayor and City Council

From: Lindsey Rinehart, Compassionate Idaho

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**Request:** Presentation by Lindsey Rinehart from Compassionate Idaho.

**Time:** Lindsey Rinehart will make the presentation, which will take approximately 20 minutes. Following the presentation, we expect some time for questions and answers.

**Background:** Presentation outlining the facts related to medical marijuana.

**Approval Process:** There is no approval process.

**Budget Impact:** There is no budget impact.

**Regulatory Impact:** There is no regulatory impact.

**Conclusion:** No action is required by the council.

**Attachments:** None.



**Date:** Monday, April 8, 2013, Council Meeting  
**To:** Honorable Mayor and City Council  
**From:** Captain Matthew Hicks, Twin Falls Police Department

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**Request:**

Presentation by the Twin Falls Police Department's Juvenile Crime Unit regarding school safety in Twin Falls.

**Time Estimate:**

Staff estimates the presentation will take 15 minutes, with additional time needed for discussion and to answer any questions the Council may have.

**Background:**

At the request of Councilman Talkington, Captain Matthew Hicks and Staff Sergeant Dennis Pullin would like to brief the Council about the history, personnel, and current objectives of the Department's Juvenile Crime Unit (JCU) and the role this group plays in enhancing school safety within the Twin Falls School District.

**Approval Process:**

N/A

**Budget Impact:**

N/A

**Regulatory Impact:**

N/A

**Conclusion:**

In the aftermath of the Newtown, Connecticut, school shooting, public officials across the country have been obliged to re-examine the safety measures and procedures within their jurisdictions. We welcome the opportunity to have an open discussion about the role the Twin Falls Police Department plays in enhancing the safety in our community's schools.

**Attachments:**

None

MH:aed



**Date:** Monday, April 8, 2013  
**To:** Honorable Mayor and City Council  
**From:** Jacqueline D. Fields, City Engineer

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### **Request:**

Consideration of a request to adopt Resolutions that approve participation in 3 State Local Agreements to design and construct projects in the Local Highway Safety Improvement Program and to authorize the Mayor to sign the agreements.

**Time Estimate:**5 minutes

### **Background:**

On June 11, 2013, staff visited with the Council regarding a funding opportunity for safety projects on City Streets. ITD has some funding for local safety projects. All 3 proposals were approved.

The first project, Key 13544, is placement of new Stop signs on the side streets to Falls Ave West between Washington St N and Blue Lakes. This project is estimated at \$9,000 for materials with Streets Department installing the signs. City match is estimated at \$1,000. The benefit of the project is potentially increased safety for drivers and compliance with the newer retro-reflectivity standards for signs.

The second project, Key 13545, is illumination around the corner of Poleline and Eastland. Staff considered placement of barrier median but believes that, in the absence of illumination, a barrier will be a hazard. The project is estimated at \$210,000 with an estimated City match of \$16,000. The benefit of this project will be that the pavement markings are clearly visible (unless there is a snow floor) and the illumination isn't piecemeal with the development of the adjacent land. If this doesn't eliminate cross over accidents to our satisfaction, then placement of barrier will be possible.

The third project, Key 13546, is placement of signal at Carriage and Addison. This project is estimated at \$422,000 with a, estimated City match of \$31,000. A signal here isn't eligible for impact fees and is becoming increasingly important for pedestrian and driver safety.

### **Approval Process:**

The Council adopts the Resolution that approves participation in these projects and authorizes the Mayor to sign the Agreements.

### **Budget Impact:**

These projects were not included in the budget because it was not known if they would be awarded. However, staff planned to make funding available from the Streets construction budget or, in the case of the signs, the Streets materials line item.

### **Attachments:**

1. State Local Agreement, Project A013(544), Local Falls Ave. Intersection Improvements, Key No 13544, and Resolution
2. State Local Agreement, Project A013(545), Local Poleline Rd & Eastland Dr. Lighting Improvements, Key No 13545, and Resolution

3. State Local Agreement, Project A013(546), Addison Ave.& Carriage Ln Signal, Key No 13546, and Resolution
4. Agenda item from 6/11/2012
5. Current ITIP showing funding year for projects

**STATE/LOCAL AGREEMENT  
(PROJECT DEVELOPMENT)  
PROJECT NO. A013(544)  
LOCAL FALLS AVE. INTERSECTION IMPROVEMENTS  
TWIN FALLS COUNTY  
KEY NO. 13544**

**PARTIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF TWIN FALLS, acting by and through its Mayor and Council, hereafter called the Sponsor.

**PURPOSE**

The Sponsor has requested that the State include in its Idaho Transportation Investment Program Local Highway Safety Improvement Program (LHSIP) Project No. A013(544), described as the installation of stop bars and larger stop signs at several intersections along Falls Ave. Project development is to be performed by Sponsor's staff/Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

**NOTE:** Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the State, requiring the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

**SECTION I. GENERAL**

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development is available on this project.
2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
  - a. Project Development (State, Consultant, Local) - \$4,000
  - b. Right-of-Way - \$0
  - c. Utilities - \$0
  - d. Construction Engineering - \$2,000
  - e. Construction - \$3,000
  - f. Total Estimated Project Costs - \$9,000
3. The Sponsor's match for this project will be provided as follows:
  - a. Cash in the amount of 7.34 percent of the entire project (current estimate \$1,000);
4. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site: <http://itd.idaho.gov/manuals/ManualsOnline.htm>.
5. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.
6. If the project is terminated prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.

7. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

**SECTION II.** That the State shall:

1. Provide the following services incidental to the project development:
  - a. Assist Sponsor in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consultant Engineers on this project.
  - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
  - c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.
  - d. Provide a hearing officer to conduct a formal public hearing as necessary.
  - e. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate.
  - f. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.

- g. Review the Consultant plans, estimates, reports and environmental studies, and issue notice of approval.
  - h. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
  - i. Print and assemble plans, special provisions, specifications and contracts.
  - j. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
2. Within sixty (60) days of receipt of appropriate documentation from the Sponsor showing expenditure of funds for project development, reimburse the Sponsor for eligible expenses at the approved Federal-aid rate.
  3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.
  4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering and/or right-of-way acquisition.
  5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

**SECTION III.** That the Sponsor shall:

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **ONE THOUSAND DOLLARS (\$1,000)**, estimated to be the total expense to the State. In addition, pay to the State the cost of all incidental services provided by the State upon receipt of the billing provided for in Section II, Paragraph 3.

Checks shall be made payable to the "Idaho Transportation Department", and mailed to ITD Headquarters, PO Box 7129, Boise, ID 83707-1129, attention Jennifer Miller.

2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated prior to completion.
3. With the assistance of the State, hire a consultant for development of the project.
4. Make timely payment of all consultant invoices throughout the design of the project. Periodically the Sponsor may submit allowable Consultant invoices and receipts to the State showing payment of same. The State will reimburse the Sponsor for eligible expenses less the Sponsor's match.
5. Advertise for formal public hearing if required.
6. If requested by a utility company, hold hearings before the City Council or Board of Commissioners. The Sponsor will issue orders to the utilities.
7. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
8. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project.
9. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.
10. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.
11. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.

12. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.
13. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.
14. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the State to negotiate on the Sponsor's behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.
15. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.
16. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.

17. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation that includes cultural resources and any other documentation required by the National Environmental Policy Act.
18. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.
19. Comply with Appendix A, Title 49 CFR, Part 21, attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Appendix A if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
20. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
21. Comply with all other applicable State and Federal regulations.

**EXECUTION**

This Agreement is executed for the State by its Highways Program Oversight Engineer, and executed for the Sponsor by the Mayor, attested to by the Clerk, with the imprinted Corporate Seal of **the City of** Twin Falls.

**IDAHO TRANSPORTATION DEPARTMENT**

Approved as to form:  
Larry Allen  
Deputy Attorney General  
January 9, 2013

APPROVED BY:  
  
\_\_\_\_\_  
Highways Program Oversight Engineer

**ATTEST:**

**CITY OF TWIN FALLS**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

By regular/special meeting  
on \_\_\_\_\_.

hm:

RESOLUTION

**WHEREAS**, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF TWIN FALLS**, hereafter called the **CITY**, for construction of Falls Avenue intersection improvements; and

**WHEREAS**, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

**WHEREAS**, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

**WHEREAS**, The **STATE** can only pay for work associated with the State Highway system; and

**WHEREAS**, the **CITY** is fully responsible for its share of project costs; and

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the Agreement for Federal Aid Highway Project A013(544) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Twin Falls, held on \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
City Clerk

## Appendix A

### Non-Discrimination Agreement for Local Public Agencies

#### Title VI Program

##### Organization and Staffing

Pursuant to 23 CFR 200, the Sponsor has designated a Title VI Coordinator who is responsible for monitoring practices, procedures, policies, and documents for compliance with Title VI. This individual is the designated liaison for Title VI program activities and for coordinating compliance monitoring with the Idaho Transportation Department Equal Employment Opportunity Office.

#### Assurances of Non-Discrimination

##### 49 CFR Part 21.7

The Sponsor hereby gives assurances:

1. That no person shall on the grounds of **race, color, or national origin**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Sponsor regardless of whether those programs and activities are Federally funded or not. The Federal-aid Highway Transportation Act of 1973 added **sex** to the list of prohibitive factors. **Disability** was added through Section 504 of the Rehabilitation Act of 1973. **Age** was subsequently added in 1975 under the Age Discrimination Act. **Minority populations and low-income populations** were added by Presidential Executive Order 12898. **Limited English proficient persons** was added by Presidential Executive Order 13166.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility (i.e. lands change to roadways, park and ride lots etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.

Further assurance is given that the Sponsor will comply with all requirements of **Title II of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Vocational Rehabilitation Act of 1973**. Public agencies are required to have completed a self-evaluation of all their programs and services (including pedestrian facilities) by 1992. In addition, public agencies with 50 or more employees were required to develop an ADA Transition Plan describing in detail how corrections would be made. If corrections could not be made within one year (or 1993), the Plan was to include a detailed schedule of how corrections would be made (CFR 28 35.105 & 35.150).

4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Sponsor by the Idaho Transportation Department (ITD) under the Federally-Funded Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants.
5. That the Sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements: *The (Sponsor), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full*

*opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, or disability in consideration for an award.*

6. That the Sponsor shall insert the clauses of Attachment 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Sponsor shall insert the clauses of Attachment 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. The Sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

#### Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.

6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

### **Discrimination Complaint Procedure**

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.

- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department  
Equal Employment Opportunity Office – External Programs  
EEO Manager  
PO Box 7129  
Boise, ID 83707-1129  
208-334-8852

Federal Highway Administration  
Idaho Division Office  
3050 Lakeharbor Lane, Suite 126  
Boise, ID 83703  
208-334-9180

### **Sanctions**

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office  
Appendix A revised: 03-09, 08-10

## Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

### 1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

### 2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

### 3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

### 4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

### 5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

### Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

## Attachment 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

### GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Idaho will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation ITD (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Idaho all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

### HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Idaho, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Idaho, its successors, and assigns.

The state of Idaho, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)\* (2) that the state of Idaho, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.<sup>1</sup>

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<sup>1</sup> Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

**STATE/LOCAL AGREEMENT  
(PROJECT DEVELOPMENT)  
PROJECT NO. A013(545)  
LOCAL POLELINE RD. & EASTLAND DR. LIGHTING IMPROVEMENTS  
TWIN FALLS COUNTY  
KEY NO. 13545**

**PARTIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF TWIN FALLS, acting by and through its Mayor and Council, hereafter called the Sponsor.

**PURPOSE**

The Sponsor has requested that the State include in its Idaho Transportation Investment Program Local Highway Safety Improvement Program (LHSIP) Project No. A013(545), described as the installation of additional lighting at the intersection of Poleline Rd. and Eastland Dr. Project development is to be performed by Sponsor's staff/Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

**NOTE:** Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the State, requiring the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

**SECTION I. GENERAL**

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development is available on this project.
2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
  - a. Project Development (State, Consultant, Local) - \$7,000
  - b. Right-of-Way - \$0
  - c. Utilities - \$
  - d. Construction Engineering - \$4,000
  - e. Construction - \$199,000
  - f. Total Estimated Project Costs - \$210,000
3. The Sponsor's match for this project will be provided as follows:
  - a. Cash in the amount of 7.34 percent of the entire project (current estimate \$16,000);
4. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site: <http://itd.idaho.gov/manuals/ManualsOnline.htm>.
5. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.
6. If the project is terminated prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.

7. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

**SECTION II.** That the State shall:

1. Provide the following services incidental to the project development:
  - a. Assist Sponsor in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consultant Engineers on this project.
  - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
  - c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.
  - d. Provide a hearing officer to conduct a formal public hearing as necessary.
  - e. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate.
  - f. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.

- g. Review the Consultant plans, estimates, reports and environmental studies, and issue notice of approval.
  - h. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
  - i. Print and assemble plans, special provisions, specifications and contracts.
  - j. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
2. Within sixty (60) days of receipt of appropriate documentation from the Sponsor showing expenditure of funds for project development, reimburse the Sponsor for eligible expenses at the approved Federal-aid rate.
  3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.
  4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering and/or right-of-way acquisition.
  5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

**SECTION III.** That the Sponsor shall:

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **TWO THOUSAND DOLLARS (\$2,000)**, estimated to be the total expense to the State. In addition, pay to the State the cost of all incidental services provided by the State upon receipt of the billing provided for in Section II, Paragraph 3. Checks shall be made payable to the "Idaho

Transportation Department", and mailed to ITD Headquarters, PO Box 7129, Boise, ID 83707-1129, attention Jennifer Miller.

2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated prior to completion.
3. With the assistance of the State, hire a consultant for development of the project.
4. Make timely payment of all consultant invoices throughout the design of the project. Periodically the Sponsor may submit allowable Consultant invoices and receipts to the State showing payment of same. The State will reimburse the Sponsor for eligible expenses less the Sponsor's match.
5. Advertise for formal public hearing if required.
6. If requested by a utility company, hold hearings before the City Council or Board of Commissioners. The Sponsor will issue orders to the utilities.
7. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
8. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project.
9. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.
10. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.
11. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.

12. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.
13. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.
14. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the State to negotiate on the Sponsor's behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.
15. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.
16. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.

17. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation that includes cultural resources and any other documentation required by the National Environmental Policy Act.
18. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.
19. Comply with Appendix A, Title 49 CFR, Part 21, attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Appendix A if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
20. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
21. Comply with all other applicable State and Federal regulations.

**EXECUTION**

This Agreement is executed for the State by its Highways Program Oversight Engineer, and executed for the Sponsor by the Mayor, attested to by the Clerk, with the imprinted Corporate Seal of City of Twin Falls.

**IDAHO TRANSPORTATION DEPARTMENT**

Approved as to form:  
Larry Allen  
Deputy Attorney General  
January 9, 2013

APPROVED BY:  
  
\_\_\_\_\_  
Highways Program Oversight Engineer

**ATTEST:**

**CITY OF TWIN FALLS**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

By regular/special meeting  
on \_\_\_\_\_.

hm:

RESOLUTION

**WHEREAS**, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF TWIN FALLS**, hereafter called the **CITY**, for installation of additional lighting at the intersection of Poleline Rd. and Eastland Dr; and

**WHEREAS**, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

**WHEREAS**, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

**WHEREAS**, The **STATE** can only pay for work associated with the State Highway system; and

**WHEREAS**, the **CITY** is fully responsible for its share of project costs; and

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the Agreement for Federal Aid Highway Project A013(545) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Twin Falls, held on \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
City Clerk

## Appendix A

### Non-Discrimination Agreement for Local Public Agencies

#### Title VI Program

##### Organization and Staffing

Pursuant to 23 CFR 200, the Sponsor has designated a Title VI Coordinator who is responsible for monitoring practices, procedures, policies, and documents for compliance with Title VI. This individual is the designated liaison for Title VI program activities and for coordinating compliance monitoring with the Idaho Transportation Department Equal Employment Opportunity Office.

#### Assurances of Non-Discrimination

##### 49 CFR Part 21.7

The Sponsor hereby gives assurances:

1. That no person shall on the grounds of **race, color, or national origin**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Sponsor regardless of whether those programs and activities are Federally funded or not. The Federal-aid Highway Transportation Act of 1973 added **sex** to the list of prohibitive factors. **Disability** was added through Section 504 of the Rehabilitation Act of 1973. **Age** was subsequently added in 1975 under the Age Discrimination Act. **Minority populations and low-income populations** were added by Presidential Executive Order 12898. **Limited English proficient persons** was added by Presidential Executive Order 13166.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility (i.e. lands change to roadways, park and ride lots etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.

Further assurance is given that the Sponsor will comply with all requirements of **Title II of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Vocational Rehabilitation Act of 1973**. Public agencies are required to have completed a self-evaluation of all their programs and services (including pedestrian facilities) by 1992. In addition, public agencies with 50 or more employees were required to develop an ADA Transition Plan describing in detail how corrections would be made. If corrections could not be made within one year (or 1993), the Plan was to include a detailed schedule of how corrections would be made (CFR 28 35.105 & 35.150).

4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Sponsor by the Idaho Transportation Department (ITD) under the Federally-Funded Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants.
5. That the Sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements: *The (Sponsor), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full*

*opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, or disability in consideration for an award.*

6. That the Sponsor shall insert the clauses of Attachment 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Sponsor shall insert the clauses of Attachment 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. The Sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

#### Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.

6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

### **Discrimination Complaint Procedure**

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.

- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department  
Equal Employment Opportunity Office – External Programs  
EEO Manager  
PO Box 7129  
Boise, ID 83707-1129  
208-334-8852

Federal Highway Administration  
Idaho Division Office  
3050 Lakeharbor Lane, Suite 126  
Boise, ID 83703  
208-334-9180

### **Sanctions**

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office  
Appendix A revised: 03-09, 08-10

## Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

### 1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

### 2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

### 3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

### 4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

### 5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

### Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

## Attachment 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

### GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Idaho will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation ITD (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Idaho all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

### HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Idaho, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Idaho, its successors, and assigns.

The state of Idaho, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)\* (2) that the state of Idaho, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.<sup>1</sup>

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<sup>1</sup> Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

**STATE/LOCAL AGREEMENT  
(PROJECT DEVELOPMENT)  
PROJECT NO. A013(546)  
ADDISON AVE & CARRIAGE LN SIGNAL  
TWIN FALLS COUNTY  
KEY NO. 13546**

**PARTIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF TWIN FALLS, acting by and through its Mayor and Council, hereafter called the Sponsor.

**PURPOSE**

The Sponsor has requested that the State include in its Idaho Transportation Investment Program Local Highway Safety Improvement Program (LHSIP) Project No. A013(546), described as design and installation of a new signal at the intersection of Addison Ave. and Carriage Ln. Project development is to be performed by Sponsor's staff/Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

**NOTE:** Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the State, requiring the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

**SECTION I. GENERAL**

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development is available on this project.
2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
  - a. Project Development (State, Consultant, Local) - \$87,000
  - b. Right-of-Way - \$0
  - c. Utilities - \$0
  - d. Construction Engineering - \$10,000
  - e. Construction - \$325,000
  - f. Total Estimated Project Costs - \$422,000
3. The Sponsor's match for this project will be provided as follows:
  - a. Cash in the amount of 7.34 percent of the entire project (current estimate \$31,000);
4. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site: <http://itd.idaho.gov/manuals/ManualsOnline.htm>.
5. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.
6. If the project is terminated prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.

7. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

**SECTION II.** That the State shall:

1. Provide the following services incidental to the project development:
  - a. Assist Sponsor in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consultant Engineers on this project.
  - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
  - c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.
  - d. Provide a hearing officer to conduct a formal public hearing as necessary.
  - e. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate.
  - f. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.
  - g. Review the Consultant plans, estimates, reports and environmental studies, and issue notice of approval.

- h. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
  - i. Print and assemble plans, special provisions, specifications and contracts.
  - j. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
2. Within sixty (60) days of receipt of appropriate documentation from the Sponsor showing expenditure of funds for project development, reimburse the Sponsor for eligible expenses at the approved Federal-aid rate.
3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.
4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering and/or right-of-way acquisition.
5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

**SECTION III.** That the Sponsor shall:

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **TWO THOUSAND DOLLARS (\$2,000)**, estimated to be the total expense to the State. In addition, pay to the State the cost of all incidental services provided by the State upon receipt

of the billing provided for in Section II, Paragraph 3. Checks shall be made payable to the "Idaho Transportation Department", and mailed to ITD Headquarters, PO Box 7129, Boise, ID 83707-1129, attention Jennifer Miller.

2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated prior to completion.
3. With the assistance of the State, hire a consultant for development of the project.
4. Make timely payment of all consultant invoices throughout the design of the project. Periodically the Sponsor may submit allowable Consultant invoices and receipts to the State showing payment of same. The State will reimburse the Sponsor for eligible expenses less the Sponsor's match.
5. Advertise for formal public hearing if required.
6. If requested by a utility company, hold hearings before the City Council or Board of Commissioners. The Sponsor will issue orders to the utilities.
7. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
8. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project.
9. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.
10. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.
11. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.

12. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.
13. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.
14. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the State to negotiate on the Sponsor's behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.
15. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.
16. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.

17. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation that includes cultural resources and any other documentation required by the National Environmental Policy Act.
18. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.
19. Comply with Appendix A, Title 49 CFR, Part 21, attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Appendix A if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
20. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
21. Comply with all other applicable State and Federal regulations.

**EXECUTION**

This Agreement is executed for the State by its Highways Program Oversight Engineer, and executed for the Sponsor by the Mayor, attested to by the Clerk, with the imprinted Corporate Seal of the City of Twin Falls.

**IDAHO TRANSPORTATION DEPARTMENT**

Approved as to form:  
Larry Allen  
Deputy Attorney General  
January 9, 2013

APPROVED BY:  
  
\_\_\_\_\_  
Highways Program Oversight Engineer

**ATTEST:**

**CITY OF TWIN FALLS**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

By regular/special meeting  
on \_\_\_\_\_.

hm:

RESOLUTION

**WHEREAS**, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF TWIN FALLS**, hereafter called the **CITY**, for construction of a traffic signal at Addison & Carriage; and

**WHEREAS**, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

**WHEREAS**, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

**WHEREAS**, The **STATE** can only pay for work associated with the State Highway system; and

**WHEREAS**, the **CITY** is fully responsible for its share of project costs; and

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the Agreement for Federal Aid Highway Project A013(546) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Twin Falls, held on \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
City Clerk

## Appendix A

### Non-Discrimination Agreement for Local Public Agencies

#### Title VI Program

##### Organization and Staffing

Pursuant to 23 CFR 200, the Sponsor has designated a Title VI Coordinator who is responsible for monitoring practices, procedures, policies, and documents for compliance with Title VI. This individual is the designated liaison for Title VI program activities and for coordinating compliance monitoring with the Idaho Transportation Department Equal Employment Opportunity Office.

#### Assurances of Non-Discrimination

##### 49 CFR Part 21.7

The Sponsor hereby gives assurances:

1. That no person shall on the grounds of **race, color, or national origin**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Sponsor regardless of whether those programs and activities are Federally funded or not. The Federal-aid Highway Transportation Act of 1973 added **sex** to the list of prohibitive factors. **Disability** was added through Section 504 of the Rehabilitation Act of 1973. **Age** was subsequently added in 1975 under the Age Discrimination Act. **Minority populations and low-income populations** were added by Presidential Executive Order 12898. **Limited English proficient persons** was added by Presidential Executive Order 13166.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility (i.e. lands change to roadways, park and ride lots etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.

Further assurance is given that the Sponsor will comply with all requirements of **Title II of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Vocational Rehabilitation Act of 1973**. Public agencies are required to have completed a self-evaluation of all their programs and services (including pedestrian facilities) by 1992. In addition, public agencies with 50 or more employees were required to develop an ADA Transition Plan describing in detail how corrections would be made. If corrections could not be made within one year (or 1993), the Plan was to include a detailed schedule of how corrections would be made (CFR 28 35.105 & 35.150).

4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Sponsor by the Idaho Transportation Department (ITD) under the Federally-Funded Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants.
5. That the Sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements: *The (Sponsor), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full*

*opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, or disability in consideration for an award.*

6. That the Sponsor shall insert the clauses of Attachment 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Sponsor shall insert the clauses of Attachment 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. The Sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

#### Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.

6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

### **Discrimination Complaint Procedure**

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.

- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department  
Equal Employment Opportunity Office – External Programs  
EEO Manager  
PO Box 7129  
Boise, ID 83707-1129  
208-334-8852

Federal Highway Administration  
Idaho Division Office  
3050 Lakeharbor Lane, Suite 126  
Boise, ID 83703  
208-334-9180

### **Sanctions**

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office  
Appendix A revised: 03-09, 08-10

## Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

### 1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

### 2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

### 3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

### 4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

### 5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

### Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

## Attachment 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

### GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Idaho will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation ITD (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Idaho all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

### HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Idaho, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Idaho, its successors, and assigns.

The state of Idaho, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)\* (2) that the state of Idaho, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.<sup>1</sup>

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<sup>1</sup> Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.



**Date:** Monday, June 11, 2012  
**To:** Honorable Mayor and City Council  
**From:** Jacqueline D. Fields, City Engineer

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### **Consent Request:**

Information regarding staff action that may affect the Streets budget in the next fiscal year.

**Time Estimate:** none

### **Background:**

ITD has some funding for local safety projects. This is a new program. Local highway Technical Assistance Council (LHTAC) contacted staff and facilitated the development of projects. After analysis of crash data, staff was able to develop projects that are deliverable in the very near future.

The first project is placement of new Stop signs on the side streets to Falls Ave West between Washington St N and Blue Lakes. This project is estimated at \$5,000 for materials with Streets Department installing the signs. City match would be \$367. The benefit of the project is potentially increased safety for drivers and compliance with the newer retro-reflectivity standards for signs.

The second project is illumination around the corner of Poleline and Eastland. Staff considered placement of barrier median but believes that, in the absence of illumination, a barrier will be a hazard. The project is estimated at \$204,000 with a 7.34% City match of \$14,974. The benefit of this project will be that the pavement markings are clearly visible (unless there is a snow floor) and the illumination isn't piecemeal with the development of the adjacent land. If this doesn't eliminate cross over accidents to our satisfaction, then placement of barrier will be possible.

The third project is placement of signal at Carriage and Addison. This project is estimated at \$410,000 with a 7.34% city match of \$30,094. A signal here isn't eligible for impact fees and is becoming increasingly important for pedestrian and driver safety.

### **Approval Process:**

There is no action at this time. If the projects are awarded, the City will be asked to sign a State-Local Agreement with a resolution confirming support.

### **Budget Impact:**

If the projects are awarded, the City will be asked to contribute 7.34% of the anticipated project costs when the Agreements are returned to LHTAC. This match may vary from \$367 to \$45,435. Funding can be made available from the Streets construction budget or, in the case of the signs, the Streets materials line item.

### **Attachments:**

1. Form 2435 for Falls Ave West (signs)
2. Form 2435 for INT Poleline Eastland (illumination)
3. Form 2435 for INT Carriage and Addison (signal)



Approved:  
 JERRY WHITEHEAD, CHAIRMAN  
 IDAHO TRANSPORTATION BOARD  
 9/20/2013

### District 4 Highways Project List

Prog Grp. Highway Projects (System)  
 Sort: District, KeyNo (STIP Sort)

SUBJECT TO REVISION BY THE TRANSPORTATION BOARD FOR REASONS SUCH AS FUNDING, PROJECT SCOPE, COST, AND POLICY/REGULATION/RULE CHANGES

ROUTE KEY NO. MILEPOST / WORK TYPE SPONSOR	PROJECT LOCATION	NOTE	DIST	RATING	Scheduled Costs (Dollars in Thousands with Match) (See AvP for dollar units for each program)						LIFETIME DIRECT COSTS BY PROGRAM				NOTES	
					PHASE	2013	2014	2015	2016	2017	PREL	TOTAL	FA	STATE		OTHER
STATE, FY13 D4 PRE-PROJECT PLANNING 13535 MP 0 - 0 PLAN/STUDY PI STATE OF IDAHO (ITD)	PLAN		4	CN	101	-	-	-	-	-	-	101	93	8	-	G
STATE, FY14 D4 PRE-PROJECT PLANNING 13536 MP 0 - 0 PLAN/STUDY PI STATE OF IDAHO (ITD)	PLAN		4	CN	-	15	-	-	-	-	-	15	14	1	-	G
STATE, FY15 D4 PRE-PROJECT PLANNING 13537 MP 0 - 0 PLAN/STUDY PI STATE OF IDAHO (ITD)	PLAN		4	CN	-	-	100	-	-	-	-	100	92	8	-	G
STATE, FY15 D4 EIRR SIGNAL UPGRADES 13538 MP 0 - 0 SAFTY/TRAF RRSgnl STATE OF IDAHO (ITD)	RRX		4	CN	-	-	275	-	-	-	-	275	275	-	-	G
STC-2722, 4100 N SAFETY IMPR, BUHL HD 13539 MP 20 - 24 SAFTY/TRAF MinrWidn BUHL HD	SAFETY	HSIP (S)	4	CN	-	149	-	-	-	-	-	149	139	-	10	G
STC-2754, GOLF COURSE RD SAFETY IMPR, JEROME H 13540 MP 0 - 7.13 SAFTY/TRAF SignImpr JEROME HD	SAFETY	HSIP (S)	4	PE & PC	13	106	-	-	-	-	-	13	12	-	1	G
STC-2715, 4100 N INT IMPR, FILER HD 13541 MP 1.68 - 6.05 SAFTY/TRAF SignImpr FILER HD	SAFETY	HSIP (S)	4	PE & PC	37	10	-	-	-	-	-	4	4	-	-	G
STC-2752, 3900 N INT IMPR, TWIN FALLS HD 13542 MP 2.98 - 8.02 SAFTY/TRAF SignImpr TWIN FALLS HD	SAFETY	HSIP (S)	4	PE & PC	4	10	-	-	-	-	-	4	4	-	-	G
STC-2752, 3900 N ROADWAY IMPR, TWIN FALLS HD 13543 MP 3 - 8 SAFTY/TRAF SignImpr TWIN FALLS HD	SAFETY	HSIP (S)	4	PE & PC	4	6	-	-	-	-	-	4	4	-	-	G
LOCAL, FALLS AVE INT IMPR, TWIN FALLS 13544 MP 0 - 0 SAFTY/TRAF IntrsectImpr TWIN FALLS, CITY OF	SAFETY	HSIP (S)	4	PE & PC	4	5	-	-	-	-	-	4	4	-	-	G
LOCAL, POLELINE RD & EASTLAND DR, TWIN FALLS 13545 MP 0 - 0 SAFTY/TRAF Illum TWIN FALLS, CITY OF	SAFETY	HSIP (S)	4	PE & PC	7	203	-	-	-	-	-	7	7	-	15	G



Approved  
 JERRY WHITEHEAD, CHAIRMAN  
 IDAHO TRANSPORTATION BOARD  
 9/20/2013

### District 4 Highways Project List

Prog Grp: Highway Projects (System)  
 Sort: District, KeyNo (STIP Sort)

SUBJECT TO REVISION BY THE TRANSPORTATION BOARD FOR REASONS SUCH AS FUNDING, PROJECT SCOPE, COST, AND POLICY/REGULATION/RULE CHANGES

ROUTE KEY NO.	PROJECT LOCATION MILEPOST / WORK TYPE	NOTE	DIST RATING	FUND	PHASE	Scheduled Costs (Dollars in Thousands with Match) (See AvP for dollar units for each program)					LIFETIME DIRECT COSTS BY PROGRAM				NOTES	
						2013	2014	2015	2016	2017	PREL	TOTAL	FA	STATE		OTHER
13546	LOCAL, ADDISON AVE & CARRIAGE LN, TWIN FALLS MP 0 - 0 SAFTY/TRAF TraffSgnl		4	CN			335	-	-	-	-	335	310	-	25	
	TWIN FALLS, CITY OF			PE & PC	87							87	81	-	6	
				RW												G
13547	LOCAL, KETCHUM-CHALLIS; PEBBLE BEACH STG MP 206 9 - 208 1 RECONST/R PlmxPav		4	CN				4,600				4,600	4,600	-	-	
	FOREST SERVICE			PE												
				RW												G
13548	STATE, FY16 D4 PRE-PROJECT PLANNING MP 0 - 0 PLAN/STUDY PI		4	CN				100				100	93	7	-	
	STATE OF IDAHO (ITD)			PE												
				RW												G
13549	STATE, FY17 D4 PRE-PROJECT PLANNING MP 0 - 0 PLAN/STUDY PI		4	CN					100			100	93	7	-	
	STATE OF IDAHO (ITD)			PE												
				RW												G
SPM40	STATE, DIST 4 UNALLOCATED PREVENTATIVE MAINTENANCE MP 0 - 0 PM SICT		4	CN		2,107	1,264	420	1,980			5,771	-	5,771	-	
	STATE OF IDAHO (ITD)			PE		15	10	15	20			60	-	60	-	P
				RW												G
<b>Notes:</b>						<b>CN</b>	66,720	45,832	53,576	49,926	38,325	5,380	260,094	221,783	34,831	3,480
(M) 1-R Pavement Rehabilitation						<b>PE</b>	2,680	1,737	1,075	639	80	-	18,081	15,735	2,068	276
SR: Bridge Sufficiency Rating (low number = poor condition)						<b>RW</b>	1,809	130	1,359	50	-	-	14,076	11,564	2,367	144
1: Project is also shown in a Metropolitan Transportation Improvement Program						<b>Total</b>	71,209	47,699	56,010	50,615	38,405	5,380	292,251	249,082	39,266	3,900
2: Project is being advance constructed with non-federal funds						<b>Federal</b>	59,261	40,922	47,344	45,982	31,568	4,985				
G: Project is grouped in STIP						<b>ITD</b>	9,811	6,433	8,018	4,557	6,539	307				
B: Project addresses Bridge DOH Strategic Needs						<b>Other</b>	476	344	648	75	299	88				
C: Project addresses Congestion DOH Strategic Needs						<b>Non-Fed%</b>	14.45%	14.21%	15.47%	9.15%	17.80%	7.34%				
P: Project addresses Pavement DOH Strategic Needs						<b>Non-Part.</b>	1,661	-	-	-	-	-				
S: Project addresses Safety DOH Strategic Needs																
W: Work zone safety priority																
* Contingent upon successful application for funds																
<b>Phases:</b>																
CN - Construction includes utilities, construction engineering, and purchases																
PE - Preliminary Engineering listed as PE & PC if consultant costs exist																
RW - Right-Of-Way Acquisition																



**Date:** Monday, April 8, 2013  
**To:** Honorable Mayor and City Council  
**From:** Jacqueline D. Fields, City Engineer

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**Request:**

Consideration of a request to amend the Public Right of Way Easement Agreement for Canyon Park Development.

**Time Estimate:** 5 minutes

**Background:**

The City and the Developer for Canyon Park recently entered into a public right of way agreement. That agreement provides for the vacation of the roadway and placement of a utility easement on that alignment when Fillmore is constructed in a new location. By separate instrument, there was a stormwater easement on the north side of the "old" Fillmore alignment. This easement was to address stormwater from the roadway only. When the roadway is relocated, the easement is unnecessary. Further, the construction plans for the subdivision address stormwater associated with the new alignment and the individual lots.

The request is to approve this amendment allowing the stormwater easement to be vacated as part of this agreement.

**Approval Process:**

The approval process is to approve the amendment and authorize the Mayor to sign the First Amendment.

**Budget Impact:**

None

**Attachments:**

1. First Amendment to the Public Right of Way easement agreement

Recording Requested By and  
When Recorded Return to:

City of Twin Falls  
Attn: Mitchel B. Humble, AICP  
P.O. Box 1907  
Twin Falls, Idaho 83303

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

FIRST AMENDMENT TO PUBLIC RIGHT OF WAY EASEMENT AGREEMENT

This First Amendment to Public Right Of Way Easement Agreement ("First Amendment") is made by and between Canyon Park Development, LLC, an Idaho limited liability company ("Grantor"), and the City of Twin Falls, a municipal corporation, whose address is 321 2nd Ave. East, Twin Falls, ID 83301 ("Grantee").

Grantor conveyed to Grantee an easement as set forth in that certain the Public Right of Way Easement Agreement dated January 7, 2013 and recorded as Instrument No. 2013-000607 in the official records of Twin Falls, Idaho ("Easement"). Grantor has asked Grantee to modify Exhibit "C" attached to the Easement and Grantee is willing to modify Exhibit "C".

Therefore, Exhibit "C" attached to the Easement is hereby replaced, in its entirety, with Exhibit "C" attached to this First Amendment. All references to Exhibit "C" in the Easement shall mean and refer to the Exhibit "C" attached to this First Amendment.

Except as modified by this First Amendment, the Easement remains in full force and effect and Grantor and Grantee ratify and confirm the same.

*[Signature Pages Follow]*

DATED this 20 day of march, 2013.

Grantor:  
Canyon Park Development, LLC,  
An Idaho limited liability company

By: Ray H. Neilsen by [Signature], Agent  
Ray H. Neilsen, Manager  
by Tina Luper as agent

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

On this 20<sup>th</sup> day of March, 2013, before me, Tina Luper, a Notary Public in and for said State, personally appeared Tina Luper, known or identified to me to be the attorney-in-fact for Ray H. Neilsen, the manager or a member of Canyon Park Development, LLC, or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that Tina Luper subscribed the name of Ray H. Neilsen as the manager and her own name as attorney-in-fact and that such limited liability company executed the same.

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



Margo Williams  
Notary Public for Idaho  
Residing at Twin Falls  
My commission expires 9-1-2018

DATED this \_\_\_\_ day of \_\_\_\_\_, 2013.

City of Twin Falls:

By: \_\_\_\_\_  
Greg Lanting, Mayor

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared Greg Lanting, known or identified to me to be the Mayor of the City of Twin Falls, the municipal corporation that executed the within instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

Recording Requested By and  
When Recorded Return to:

Canyon Park Development, LLC  
\_\_\_\_\_  
\_\_\_\_\_

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### EXHIBIT C

#### TERMINATION OF PUBLIC RIGHT OF WAY EASEMENT AGREEMENT

This Public Right of Way Easement Agreement is made by the City of Twin Falls, a municipal corporation ("City") to and for the benefit of Canyon Park Development, LLC, an Idaho limited liability company, whose address is \_\_\_\_\_ ("Canyon Park").

Canyon Park granted to the City that certain the Public Right of Way Easement Agreement dated January 7, 2013 and recorded as Instrument No. 2013-000607 in the official records of Twin Falls, Idaho, as amended by that First Amendment to Public Right of Way Easement Agreement dated \_\_\_\_\_, 2013 and recorded as Instrument No. 2013-\_\_\_\_\_ in the official records of Twin Falls, Idaho (collectively the "Easement"). In the Easement, the City agreed to terminate the Easement once Canyon Park has completed dedication and construction of Fillmore Street (Private), the City has accepted dedication and construction of Fillmore Street (Private), a public utility easement is dedicated for existing utilities in the prior right of way, and a "Maintenance and Unrestricted Access Easement Agreement" for Fillmore Street (Private). Canyon Park has completed construction of Fillmore Street (Private) and the City has accepted construction of Fillmore Street (Private). Therefore, the City relinquishes, abandons and terminates the Easement. In addition, with the abandonment and termination of the Easement, the City no longer needs that certain Easement recorded on June 11, 1999 as Instrument No. 1999-011112 in the official records of Twin Falls, Idaho ("1999 Easement") and the City hereby relinquishes, abandons and terminates the 1999 Easement.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2013.

City of Twin Falls:

By: \_\_\_\_\_  
Greg Lanting, Mayor

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared Greg Lanting, known or identified to me to be the Mayor of the City of Twin Falls, the municipal corporation that executed the within instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

IDAHO STATUTORY FORM POWER OF ATTORNEY

OF

RAY H. NEILSEN

**Important Information**

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent can make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the uniform power of attorney act, chapter 12, title 15, Idaho Code.

This power of attorney does not authorize the agent to make health care decisions for you.

You should select someone you trust to serve as your agent. The agent's authority will continue until your death unless you revoke the power of attorney or the agent resigns.

Your agent is entitled to reasonable compensation unless you state otherwise in the Special Instructions.

The form provides for designation of one (1) agent. If you wish to name more than one (1) agent, you may name a coagent in the Special Instructions. Coagents are not required to act together unless you include that requirement in the Special Instructions.

If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

This power of attorney becomes effective immediately unless you state otherwise in the Special Instructions.

If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

1. Designation of Agent. I, Ray H. Neilsen, name the following person as my agent:

Name: Tina F. Luper  
Address: P.O. Box 5478, Twin Falls, Idaho 83303-5478  
Telephone Number: (208) 421-8296

2. Designation of Successor Agent(s) (Optional). If my agent is unable or unwilling to act for me, I name as my successor agent:

Name: None  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

3. Grant of General Authority. I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the uniform power of attorney act, chapter 12, title 15, Idaho Code:

(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "All Preceding Subjects" instead of initialing each subject.)

<u>RHN</u>	Real Property
_____	Tangible Personal Property
_____	Stocks and Bonds
_____	Commodities and Options
_____	Banks and Other Financial Institutions
<u>RHN</u>	Operation of an Entity or Business
<u>RHN</u>	Insurance
_____	Estates, Trusts, and Other Beneficial Interests
_____	Claims and Litigation
_____	Personal and Family Maintenance
_____	Benefits from Governmental Programs or Civil or Military Service
_____	Retirement Plans
<u>RHN</u>	Taxes
_____	All Preceding Subjects

4. Grant of Specific Authority (Optional). My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent.)

_____	Create, amend, revoke, or terminate an inter vivos trust
_____	Make a gift, subject to the limitations of the uniform power of attorney act, chapter 12, title 15, Idaho Code, and any special instructions in this power of attorney
_____	Make a gift without limitations except any special instructions in this power of attorney
_____	Create or change rights of survivorship
_____	Create or change a beneficiary designation
_____	Authorize another person to exercise the authority granted under this power of attorney

- \_\_\_\_\_ Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
- \_\_\_\_\_ Exercise fiduciary powers that the principal has authority to delegate

5. Limitation on Agent's Authority. An agent that is not my ancestor, spouse, or descendant MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

6. Special Instructions (Optional). On the following lines you may give special instructions: The agent will not be entitled to additional compensation for acting under this Power of Attorney.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

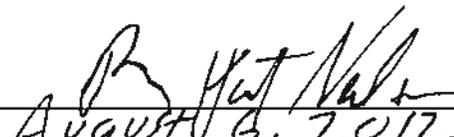
7. Effective Date. This power of attorney is effective immediately unless I have stated otherwise in the Special Instructions.

8. Nomination of Conservator (Optional). If it becomes necessary for a court to appoint a conservator of my estate, I nominate the following person(s) for appointment:

Name: None  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

9. Reliance on This Power of Attorney. Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it is terminated or invalid.

10. Signature and Acknowledgement.

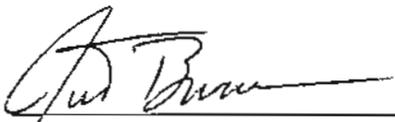
Signature:   
Date: August 6, 2012  
Name Printed: Ray H. Neilsen  
Address: P.O. Box 5478, Twin Falls, Idaho 83303-5478  
Phone Number: 601-831-1841

STATE OF MISSISSIPPI    )  
  ) ss.  
County of Hinds)

On this 6 day of August, 2012, before me, a Notary Public in and for said state, personally appeared Ray H. Neilsen, known or identified to me to be the person whose name is subscribed to the foregoing Power of Attorney, and acknowledged to me that he executed the same.

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



  
\_\_\_\_\_  
Notary Public for Mississippi  
Residing at 7165 Russen Westside Rd  
My commission expires Feb 14, 2016



Date: April 8, 2013, City Council Meeting

To: Honorable Mayor and City Council

From: Jon Caton, Public Works Director

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Request:

Provide an update on the Blue Lakes Generator Project and share with City Council the new infrastructure Zone Maintenance Program that will be implemented this year.

Time Estimate:

The staff presentation will take approximately 15 minutes.

Background:

The city is in the process of implementing a new infrastructure maintenance program and the purpose of the discussion is to explain and share the plan with council.

Approval Process:

This agenda item will require council approval.

Budget Impact: NA

Regulatory Impact: NA

Conclusion: NA

Attachments: Zone Maintenance Map

