

COUNCIL MEMBERS:

Suzanne Hawkins	Jim Munn	Shawn Barigar	Chris Talkington	Gregory Lanting	Don Hall	Rebecca Mills Sojka
					<i>Mayor</i>	

Vice Mayor



AGENDA

Meeting of the Twin Falls City Council
 Monday, September 14, 2015

5:00 P.M.

City Council Chambers
 305 3rd Avenue East, Twin Falls, Idaho

PLEDGE OF ALLEGIANCE TO THE FLAG CONFIRMATION OF QUORUM CONSIDERATION OF THE AMENDMENTS TO THE AGENDA PROCLAMATIONS Constitution Week 2015 College of Southern Idaho Day		
GENERAL PUBLIC INPUT		
AGENDA ITEMS		
I. CONSENT CALENDAR: 1. Request to approve the Accounts Payable for September 14, 2015 2. Request to approve a final plat for the Westpark Commercial Subdivision #9, a PUD consisting of 3.86(±) acres with 3 lots and 1 tract for commercial development on property located north of Pole Line Road & west of Canyon West Drive for Westpark Partners, LLC. 3. Request to approve the Improvement Agreement for the purpose of developing Broadmoor Subdivision. 4. Request to approve the Improvement Agreement for Golden Eagle Subdivision No. 6. 5. Request to approve a Trust Agreement for Golden Eagle Subdivision No. 6. 6. Request to approve the Improvement Agreement for Grandview Estates Subdivision. 7. Request to approve the Sidewalk Improvement Deferral Agreement for Mary Jo Beckley for property to be developed at 232 Larkspur Drive. 8. Request to approve a Sidewalk Improvement Deferral Agreement for Patrick Day for property to be developed at 864 Mountain View Drive East. 9. Request to approve a Curb-Gutter & Sidewalk Improvement Deferral Agreement for Lowell Wolters for property to be developed at 912 Grandview Drive. 10. Request to approve a customer appreciation "Fall Open House" concert at Snake River-Harley Davidson located at 2404 Addison Avenue East, on September 26, 2015, from 5:00 p.m. to 8:00 p.m. 11. Request to approve the Rim to Rim Race for Habitat for Humanity Magic Valley on September 19, 2015, from 6:00 a.m. 2:00 p.m.	Purpose: Action Action Action Action Action Action Action Action Action Action Action Action	By: Sharon Bryan Rene'e Carraway-Johnson Troy Vitek Troy Vitek Troy Vitek Troy Vitek Troy Vitek Troy Vitek Troy Vitek Dennis Pullin Ron Fustos
CONTINUED ON NEXT PAGE		

II. <u>ITEMS FOR CONSIDERATION:</u>	<u>Purpose:</u>	<u>By:</u>
1. Presentation to recognize Firefighters William Blanton, Jeff Miller, and Scott Wyatt for their successful completion of the Twin Falls Fire Department's Driver's Academy.	Presentation	Ron Clark
2. Presentation to recognize recently promoted Firefighter Andrew Stephenson to the rank of Driver/Operator, and Driver/Operator Josh Kliegl to the rank of Captain.	Presentation	Ron Clark
3. Request to award a contract to JUB in the amount of \$468,120 for engineering services related to the Canyon Springs Project.	Action	Troy Vitek
4. Request to accept the Draft Charter for the Canyon Springs Ad Hoc Citizen Advisory Committee.	Action	Troy Vitek
5. Request to approve the bid from Quality Vans for the purchase of a SWAT transportation vehicle at the total bid price of \$109,299.00.	Action	Matt Hicks
6. Request to approve a Resolution of the City Council of the City of Twin Falls authorizing certain city officials to receive informal bids, objections and specifications and procedures and to approve the lowest responsible bid in the informal bidding process.	Action	Travis Rothweiler
7. Request to approve an Ordinance of the City Council of the City of Twin Falls, Idaho modifying Title 1 of the Twin Falls City Municipal Code.	Action	Travis Rothweiler
8. Public input and/or items from the City Manager and City Council.		
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u> 6:00 P.M. – None		
V. <u>ADJOURNMENT:</u>		
1. Executive Session § 74-206(1)(e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.		

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

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

Constitution Week 2015

Whereas, September 17, 2015, marks the two hundred and twenty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

Whereas, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

Whereas, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as constitution week;

NOW, THEREFORE, I, Don Hall, Mayor of the City of Twin Falls, do hereby proclaim September 17 through 23, 2015 to be

Constitution Week

in Twin Falls, Idaho, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

In witness whereof I have hereunto set my hand and caused this seal to be affixed on the 14th day of September, 2015.



Mayor Don Hall

Attest:

Deputy City Clerk Leila A. Sanchez

Offices of the
City of Twin Falls
County of Twin Falls

City of Jerome
County of Jerome

Proclamation

Whereas: Fifty years ago, the creation of the College of Southern Idaho represented the will of the residents of Twin Falls and Jerome Counties to improve their lives through higher education by creating a community college district; and

Whereas: Since then, nearly 500,000 enrollments at CSI and over 22,000 degrees and certificates have produced students who have become teachers, nurses, welders, paramedics, chefs, professional athletes, scholars, researchers, scientists, engineers, and much more; and

Whereas: The College of Southern Idaho transformed the economic landscape of its eight-county service region known as the Magic Valley by developing education, economic and business partnerships in training and workforce development, providing a highly qualified workforce for the region and throughout the State of Idaho; and

Whereas: Through its dedication serving the community through events in the arts and sciences, humanities and sports, CSI is the cultural center of the Magic Valley; and

Whereas: The College of Southern Idaho is a tireless advocate for opportunity through higher education and lifelong learning in service to an educated citizenry, partnering with school districts and Idaho's institutions of higher education; and

Whereas: The College of Southern Idaho was created by the vote of citizens of the counties of Twin Falls and Jerome, and September 1, 1965 was the college's official beginning; and

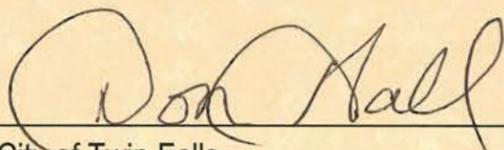
Whereas: The City of Twin Falls, the County of Twin Falls, the City of Jerome, and the County of Jerome are proud to commemorate CSI's 50th Anniversary.

NOW, THEREFORE, We: The City of Twin Falls, the County of Twin Falls, the City of Jerome, and the County of Jerome hereby proclaim September 12, 2015, to be

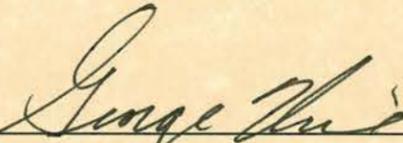
College of Southern Idaho Day

and encourage all to join in this observance.

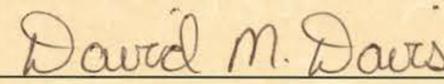
IN WITNESS WHEREOF, we set our hand and cause our seal to be affixed.



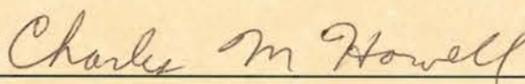
City of Twin Falls



Twin Falls County



City of Jerome



Jerome County





Public Meeting: **MONDAY, September 14, 2015**
 To: Planning & Zoning Commission
 From: Rene'e V. (Carroway-) Johnson, Zoning & Development Manager

ITEM I

Request: Request for approval of the final plat for the Westpark Commercial Subdivision #9, A PUD consisting of 3.86 (+/-) acres with 3 lots and 1 tract for commercial development on property located north of Pole Line Road & west Canyon Crest Drive c/o Gerald Martens / EHM Engineers, Inc. on behalf of Westpark Partners, LLC.

Time Estimate:

There is no presentation on this item.

Background:

Applicant: Westpark Partners, LLC c/o Gerald Martens 621 N. College Rd, Ste 100 Twin Falls, Idaho 83301 208-734-4888 208-420-2461cell gmartens@ehminc.com	Status: Property Owner Current Zoning: C-1 PUD Comprehensive Plan: Commercial – Retail Existing Land Use: undeveloped	Size: 3.86(+/-) acres Requested Zoning: Approval of a final plat Lot Count: 3 lots and 1 tract Proposed Land Use: commercial/retail
Representative:	Zoning Designations & Surrounding Land Use(s)	
	North: C-1 PUD; undeveloped	East: C-1 PUD; Denny's Restaurant
	South: C-1 PUD; Pole Line Rd, undeveloped	West: C-1 PUD; undeveloped
	Applicable Regulations: 10-1-4, 10-1-5, 10-4-8, 10-6-1 through 4, 10-7-6, 10-10-1 through 3, 10-11-1 through 9, 10-12-2.4 and the Northbridge PUD Agreement	

Approval Process:

As per Twin Falls City Code 10-12-2.4 (A) & (F) - Action on Final Plat:

- (A) Application: After the approval or conditional approval of the preliminary plat, the subdivider may cause the total parcel, or any part thereof, to be surveyed, and a final plat prepared in accordance with the approved preliminary plat. The subdivider shall submit to the administrator three (3) copies of the final plat. (Ord. 2012, 7-6-1981)
- (F) Council Action: The council, at its next meeting following receipt of the administrator's report, shall consider the commission's findings and comments from concerned persons and agencies to arrive at a decision on the final plat. The council shall approve, approve conditionally, disapprove or table the final plat for additional information. A copy of the approved plat shall be filed with the administrator. Upon granting or denying the final plat the council shall specify what if any conditions shall apply prior to recordation or development of the site.

Budget Impact:

Approval and recordation of a final plat will allow the site to be developed as approved. Development could be a positive impact on the City budget.

Regulatory Impact:

Upon approval of a final plat by the City Council and upon approval of construction plans, the plat may be recorded and lots sold for development.

History:

This area was part of a request for a Comprehensive Plan Map change from residential to commercial and open space and a rezone from R-1-4300 to C-1 PUD and OS, which was reviewed by the Planning and Zoning Commission on February 9, 1993. The Commission recommended approval of the request as a C-1 & R-4 PRO PUD zoning. The request was approved by the City Council on April 19, 1993, with the Commission's recommendations, including the following:

1. Lot 6 at the intersection of Pole Line Road and Washington St N be rezoned R-4 PRO PUD.
2. Accesses to the lots on Pole Line Road to be limited to minimum 660 foot spacing and limited to shared accesses between the lots.
3. Relocate the access between lots 6 & 7 further from Washington St N and access lots 7 through an internal access easement through lot 6.
4. Provide a 44 foot wide public access road along the east side of Lot 1 to serve future development to the north. This is at the 1/2 mile (Harrison St) alignment. Make provisions to delete the approach aligned with the existing Lazy J access upon full development of the Harrison St intersection.
5. Provide a 44 foot wide public north-south access road off Pole Line Road through the C-1 PUD area to the future residential development to the north.
6. Dedicate a 40 foot 1/2 right-of-way on Washington St N and build to a 32 foot wide half arterial section.
7. A landscaped berm required on the west side of Lot 5.
8. Public parking required on Lots 1 & 2 for public access to the Perrine Coulee green belt.

As per condition #1 The PUD rezoned a 4.5 acre parcel, referenced as "Lot 6", located at the northeast corner of Washington St N and Pole Line Road as R-4 PRO.

Westpark Commercial Subdivision, No. 3 was recorded in May 2006. The plat consists of 24 (+/-) acres with 3 commercial lots. Lot 6, Block 2 is 2.98 acres and is located at the northeast corner of Pole Line Road and Washington Street North. Lot 6, Block 2, 2.98 acre lot (+/-), was zoned R-4 PRO PUD. The owner wanted to develop a Walgreens and requested a PUD Modification/rezone of this lot from R-4 PRO PUD to C-1 PUD.

The City Council approved an amendment to the Northbridge PUD on September 24, 2007 rezoning Lot 6, Block 2 Westpark Commercial Subdivision #3-a PUD from R-4 PRO to C-1 PUD. At the time the applicants only owned the 3 acre platted lot, leaving the remaining 1.5 acre parcel to the north zoned R-4 PRO. They purchased the remaining 1.5 acre parcel of Lot 6, Block 2 of West Park Commercial Subdivision #3-a PUD and on July 14, 2008 the City Council approved a PUD Modification of the Northbridge PUD rezoning the remaining 1.5 R-4 PRO zoned parcel to C-1 PUD.

On January 8, 2008 the Commission approved a Special Use Permit to operate a retail business outside the permitted hours of operation of 7:00 am to 10:00 pm, to operate a drive-through facility, and to operate a 32 sf message center sign. The sign code has since been modified, allowing a message center sign without a special use permit.

A Certificate of Occupancy was issued for the new Walgreen's store located on the proposed Lot 1, Block 1 of the Magic Valley Marketplace Subdivision on October 1, 2009.

May 16th, 1994 Council approved the Northbridge #2 PUD Agreement. August 22nd, 2005 the Council approved a PUD modification to the Northbridge #2 PUD to allow a storage unit facility.

In 2012 the Council approved the final plat of Westpark Commercial Subdivision, #7, a 1 lot commercial subdivision. The plat was recorded on July 29, 2013. Fairfield Inn was built in 2013.

In March 2014 Westpark Commercial Subdivision #8, a 1 lot commercial subdivision, was recorded. Denny's Family Restaurant was constructed and received a Certificate of Occupancy in December 2014.

On August 25, 2015 the Commission granted a special use permit to operate a drive-through window in conjunction with a restaurant on Lot 1. It was disclosed to be the Popeye's franchise.

Analysis:

This Final Plat for the Westpark Commercial Subdivision #9 – a PUD includes 3.86 (+/-) acres and consists of three (3) lots and one (1) tract. The proposed subdivision is zoned C-1 PUD. The site is located north of Pole Line Road and west of Canyon Crest Drive. The property is currently vacant. It is the final unplatted portion left fronting Pole Line Road located in Lot 4; Block 2 of the Westpark Commercial Subdivision #3. The proposed lots are covered under the Northbridge PUD. This proposed subdivision will conform to the uses and development standards stated in the Northbridge PUD.

The intended use for Lot 1, Block 1, Westpark Commercial Subdivision #9 – a PUD is to allow the commercial development of a Popeye's restaurant with a drive-through window. The other two lots are unknown commercial uses at this time. There is not a minimum lot square footage requirement in the C-1 zone for commercial uses; the lot is required to be of "sufficient size to provide for the building, the required setbacks, off street parking and landscaping". A full review of required improvements will be made by the Building, Planning, Fire and Engineering Departments for full compliance with minimum development standards prior to issuance of any building permits.

On September 9, 2015 the Commission unanimously approved the preliminary plat of the Westpark Commercial Subdivision #9- A PUD, as presented, and subject to the following conditions:

1. Subject to final technical review and amendments as required by Building, Engineering, Fire, and Zoning officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to compliance with Northbridge PUD.
3. Subject to the deed being revised in Westpark Commercial Subdivision #3, Lot 4 to exclude this subdivision, if approved.

Approval of a preliminary plat does not constitute a commitment by the City to provide water or waste water services. The plat indicates that each lot will be connected to City of Twin Falls water and sewer systems. A guarantee of services comes when the City Engineer signs a will-serve letter after final and construction plans are reviewed. It is also indicated on the Preliminary Plat that the site will be on a pressure irrigation (P.I.) system.

The plat is consistent with other subdivision development criteria and is in conformance with the Comprehensive Plan which designates this area as appropriate for commercial/retail uses.

Conclusion:

Staff recommends the Council approve the final plat of the Westpark Commercial Subdivision #9- A PUD, as presented, and subject to the following conditions:

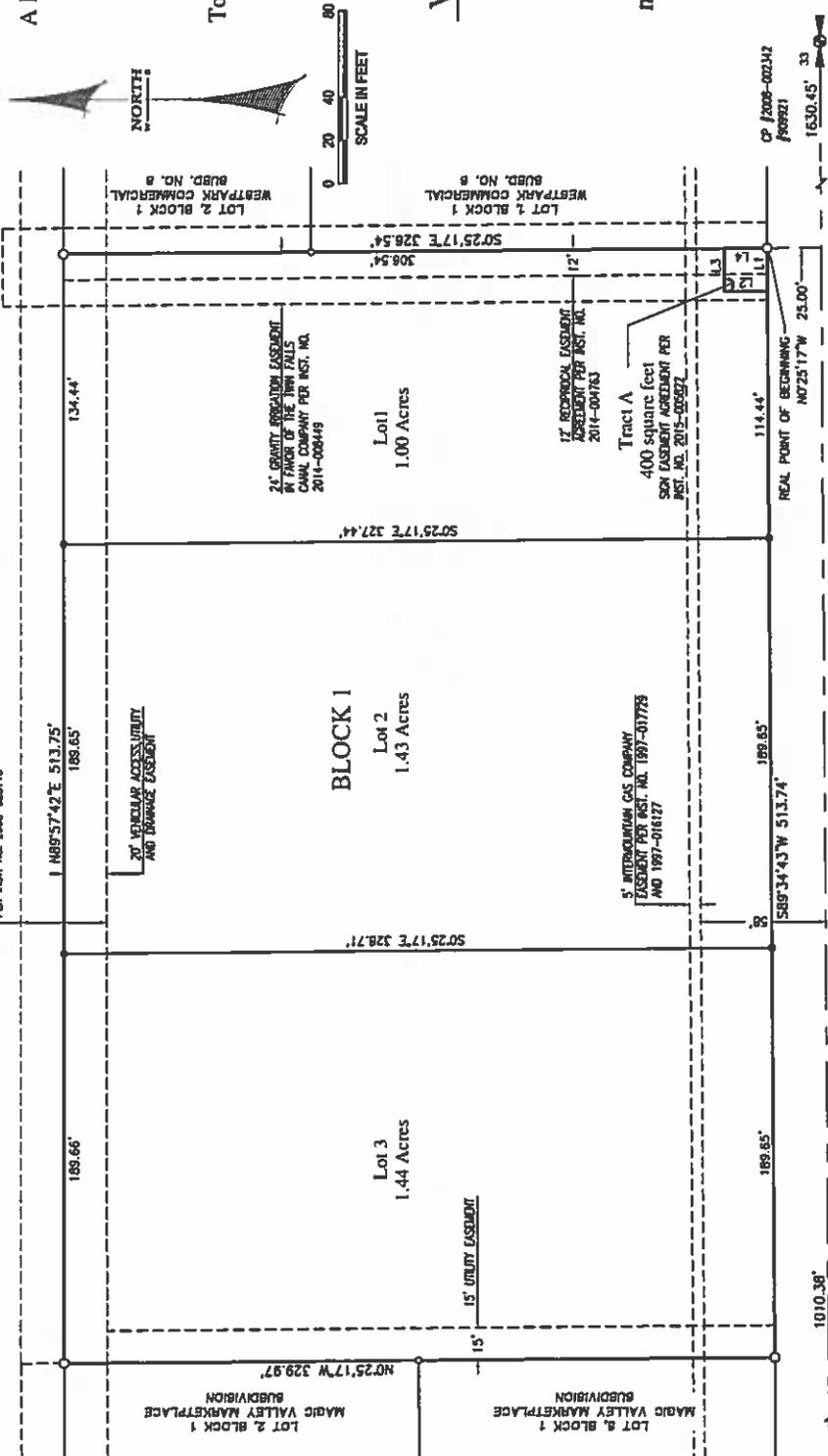
1. Subject to final technical review and amendments as required by Building, Engineering, Fire, and Zoning officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to compliance with Northbridge PUD.
3. Subject to the deed being revised in Westpark Commercial Subdivision #3, Lot 4 to exclude this subdivision, if approved.

Attachments:

1. Final Plat Exhibit
2. Preliminary Plat Exhibit
3. Zoning Vicinity/Aerial Map
4. Updated Northbridge PUD Master Development Plan

**WESTPARK COMMERCIAL
SUBDIVISION NO. 9
A PLANNED UNIT DEVELOPMENT**

A Re-Subdivision and Re-Numbering of a
Portion of
Lot 4, Block 2
WESTPARK COMMERCIAL
SUBDIVISION NO. 3
Located In
SW 4 SW 4, Section 33
Township 10 South, Range 17 East Boise
Meridian
Twin Falls County, Idaho
2015



Vicinity Map



CP 17007-01339
P00520

CP 17009-002342
P00521

Legend

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

Notes:

1. TRACT A IS HEREBY RESERVED FOR UTILITIES, DRAINAGE, LANDSCAPING AND SEWAGE

Survey References

1. WESTPARK COMMERCIAL SUBDIVISION NO. 6 (2014-004817)
2. MAGIC VALLEY MARKETPLACE SUBDIVISION (2010-000491)

Line Table

LINE #	BEARING	DISTANCE
L1	S89°34'43"W	20.00'
L2	N0725'17"W	20.00'
L3	N89°34'43"E	20.00'
L4	S0725'17"E	20.00'

Health Certificate

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

DISTRICT HEALTH DEPARTMENT, DHS _____ DATE: _____



CERTIFICATE OF OWNERS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OR REPRESENTATIVE OF THE OWNERS IN FEE SIMPLE OF THE FOLLOWING DESCRIBED PROPERTY, LOCATED IN A PORTION OF LOT 4, BLOCK 2, AS SAID LOT 4, BLOCK 2 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PLAT ENTITLED "WESTPARK COMMERCIAL SUBD. NO. 3", RECORDED MAY 18, 2006, AS INSTRUMENT NO. 2006-011944 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF TWIN FALLS COUNTY, IN THE SW4 SW4 OF SECTION 33, TOWNSHIP 10 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33;

THENCE, NORTH 89°34'43" EAST 1010.30 FEET ALONG THE SOUTH BOUNDARY OF SAID SECTION 33;

THENCE, LEAVING SAID SOUTH BOUNDARY, NORTH 07°25'17" WEST 25.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID LOT 4, BLOCK 2, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, AS SAID LOT 1, BLOCK 1 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PLAT ENTITLED "WESTPARK COMMERCIAL SUBDIVISION NUMBER 8", RECORDED MARCH 23, 2014, AS INSTRUMENT NO. 2014-004817 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF TWIN FALLS COUNTY AND BEING THE REAL POINT OF BEGINNING;

THENCE, SOUTH 89°34'43" WEST 513.74 FEET ALONG SAID SOUTH BOUNDARY OF LOT 4, BLOCK 2 (2006-011944) TO THE SOUTHEAST CORNER OF THAT CERTAIN PLAT ENTITLED "MAGIC VALLEY MARKETPLACE SUBDIVISION", RECORDED JANUARY 6, 2010, AS INSTRUMENT NO. 2010-000491, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF TWIN FALLS COUNTY;

THENCE, NORTH 07°25'17" WEST 329.97 FEET ALONG THE EAST BOUNDARY OF SAID PLAT ENTITLED "MAGIC VALLEY MARKETPLACE SUBDIVISION" (2010-000491) TO THE NORTHEAST CORNER THEREOF;

THENCE, NORTH 89°57'42" EAST 513.75 FEET TO THE NORTHWEST CORNER OF SAID PLAT ENTITLED "WESTPARK COMMERCIAL SUBDIVISION NUMBER 8" (2014-004817);

THENCE, SOUTH 07°25'17" EAST 306.54 FEET ALONG THE WEST BOUNDARY OF SAID PLAT ENTITLED "WESTPARK COMMERCIAL SUBDIVISION NUMBER 8" (2014-004817) TO SAID REAL POINT OF BEGINNING.

THE GROSS AREA CONTAINED IN THIS PLATTED LAND AS DESCRIBED IS 3.87 ACRES.

IT IS THE INTENTION OF THE UNDERSIGNED TO, AND THEY DO HEREBY INCLUDE SAID LAND IN THIS PLAT, THAT THE UNDERSIGNED, BY THE FOREGOING, IS PROVIDING PUBLIC UTILITY EASEMENTS TO THE PUBLIC, BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES DESIGNATED ON THIS PLAT, NO STRUCTURE OTHER THAN FOR SUCH UTILITY AND OTHER DESIGNATED PUBLIC USES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS.

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

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

WESTPARK PARTNERS, AN IDAHO GENERAL PARTNERSHIP

BY: DAVID SHOTWELL, MANAGING PARTNER

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

ON THIS _____ DAY OF _____, 2015, AT _____, IDAHO, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DAVID SHOTWELL, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE ONE OF THE MEMBERS OF WESTPARK PARTNERS, AN IDAHO GENERAL PARTNERSHIP, AND THE MEMBER WHO SUBSCRIBED SAID GENERAL PARTNERSHIP TO THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID COMPANY NAME.

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

NOTARY PUBLIC

RESIDING AT _____

COMMISSION EXPIRES _____



CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT I, CHRISTOPHER S. HARRISON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, MADE THE SURVEY OF THE LAND DESCRIBED IN THE CERTIFICATE OF OWNER AND THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY AS MADE AND STAKED UNDER MY SUPERVISION AND DIRECTION.



APPROVAL OF CITY COUNCIL

THIS PLAT WAS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF TWIN FALLS, IDAHO AT THEIR MEETING ON _____ DAY OF _____, 2015.

MAYOR CITY CLERK

APPROVAL OF CITY ENGINEER

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

CITY ENGINEER ATTEST

COUNTY SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I, RICHARD H. CARLSON, HAS CHECKED THE FOREGOING PLAT AND COMPUTATIONS FOR MAKING THE SAME AND HAS DETERMINED THAT THEY COMPLY WITH THE LAWS OF THE STATE OF IDAHO AND THE COUNTY OF TWIN FALLS RELATED THERE TO, DATED THIS _____ DAY OF _____, 2015.

RICHARD H. CARLSON

ACKNOWLEDGMENT

STATE OF _____ COUNTY OF _____ } ss
ON THIS _____ DAY OF _____, 2015, AT _____, IDAHO, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED RICHARD H. CARLSON, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC
RESIDING AT
COMMISSION EXPIRES

COUNTY TREASURER'S CERTIFICATE

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

COUNTY TREASURER DATE

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO. _____
STATE OF IDAHO } ss
COUNTY OF TWIN FALLS }
ON THIS _____ DAY OF _____, 2015, AT _____, IDAHO, THE FOREGOING PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF TWIN FALLS COUNTY, IDAHO AND DULY RECORDED IN PLAT BOOK _____, ON PAGE _____.

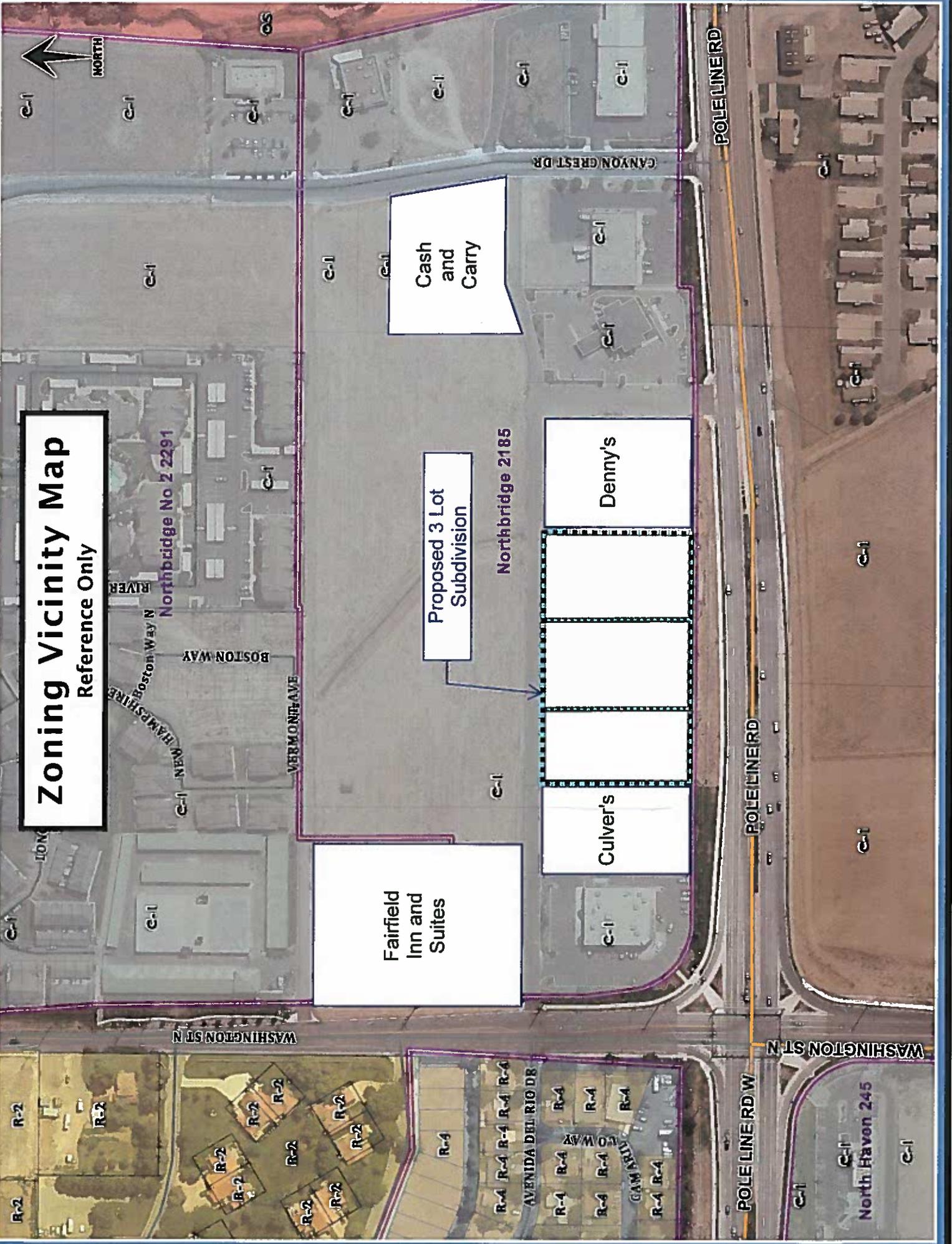
DEPUTY EX-OFFICIO RECORDER



EHM Engineers, Inc.

Zoning Vicinity Map

Reference Only



Cash and Carry

Proposed 3 Lot Subdivision

Northbridge 2185

Denny's

Culver's

Fairfield Inn and Suites

POLE LINE RD

POLE LINE RD

POLE LINE RD W

BOSTON WAY N
NEW HAMPSHIRE RIVER

Northbridge No 2 2291

WASHINGTON ST N

WASHINGTON ST N

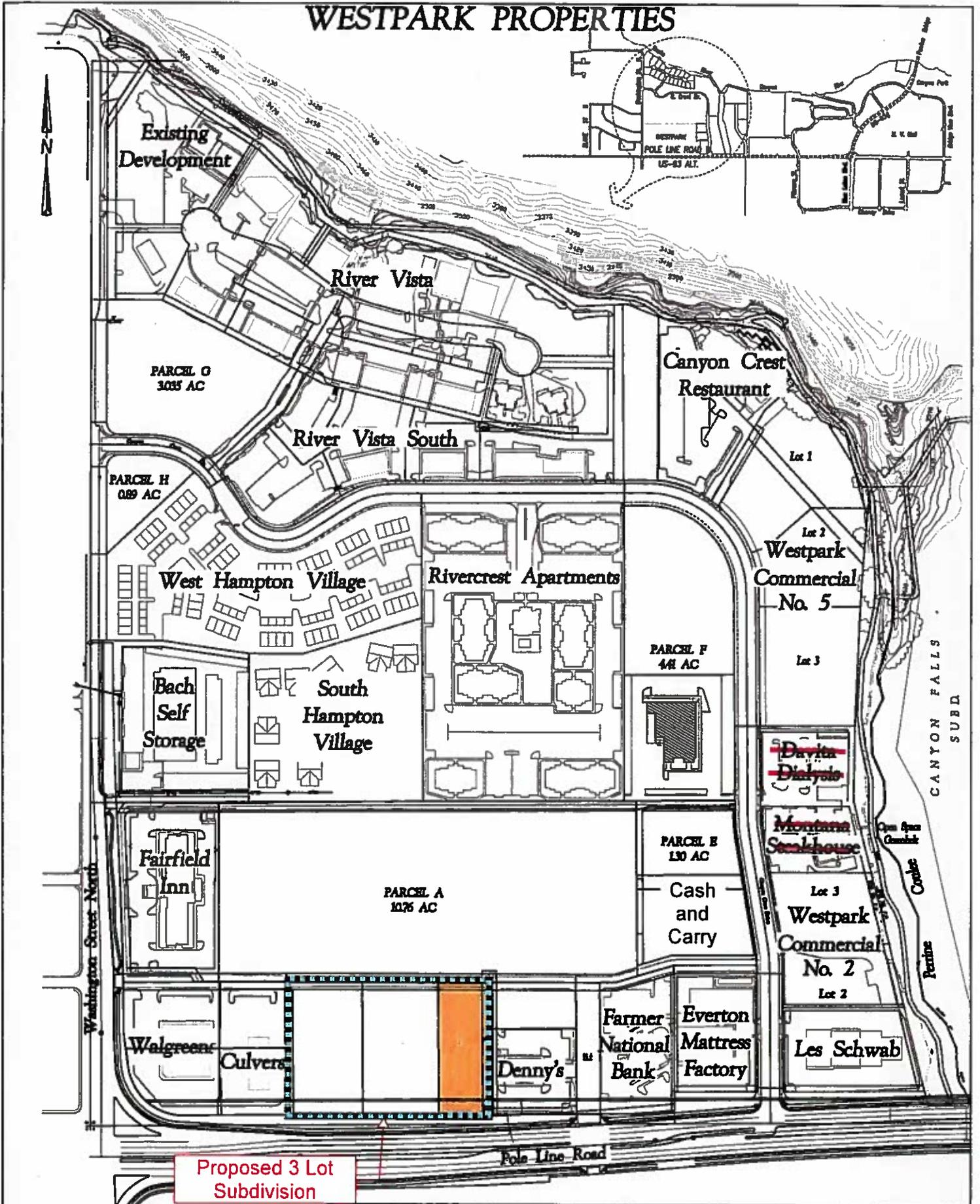
North Haven 245

CANYON CREST DR

AVENIDA DEL RIO DR

CANYON CREST

WESTPARK PROPERTIES



Proposed 3 Lot Subdivision

NOTE:
 CONTOURS ARE BASED ON ORIGINAL SITE TOPOGRAPHY AND DO NOT REFLECT GRADING OR CONSTRUCTION DONE AFTER 1994.

Property Exhibit Of Westpark Properties
 Located in SW4, Section 33 T. 9 S., R. 17 E., B.M. Teton Falls County, Idaho

EHM Engineers, Inc.
 Engineers / Surveyors / Planners
 621 North College Road, Suite 300 Teton Falls, Idaho 83404
 p (208)-734-4888 fax (208)-734-6209 www.ehmeng.com

J. Simon
 September 17, 2014
 MTS
 205-00 Layout 2014
 Sheet 1 of 1



Date: Monday, September 14, 2015
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to accept the Improvement Agreement for the purpose of developing **Broadmoor Subdivision**.

Time Estimate:

The staff presentation will take approximately 2 minutes.

Background:

The final plat was approved on August 24, 2015. Prior to development, an Improvement Agreement is required. The developer is meeting that requirement with this document.

Approval Process:

Accepting the Improvement Agreement allows the developer to develop the lots. After acceptance of utilities or a financial guarantee provided to the city, the lots can be removed from trust and sold.

Budget Impact:

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

Regulatory Impact:

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

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 3RD day of SEPT, 20 15, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and Rusmor, LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Broadmoor 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: 242 Residential Lots, 7 Townhouse Lots & 5 Tracts.

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 luminaires or poles. Prior approval will be required, and the cost of maintenance, replacement and power usage will be considered.
- (c) Required Inspections and Testing
- (1) All inspections and testing shall be as required 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

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.

XVI.

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

Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer
J Russell - Managing Member
Russmor LLC

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

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

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

Notary Public for Idaho
Residing at Twin Falls, Idaho

CORPORATION

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

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



Date: Monday, September 14, 2015
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to approve the Improvement Agreement for the purpose of developing **Golden Eagle Subdivision No. 6**.

Time Estimate:

The staff presentation will take approximately 2 minutes.

Background:

The final plat was approved on August 17, 2015. Prior to development, an Improvement Agreement is required. The developer is meeting that requirement with this document.

Approval Process:

Accepting the Improvement Agreement allows the developer to develop the lots. After acceptance of utilities or a financial guarantee provided to the city, the lots can be removed from trust and sold.

Budget Impact:

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

Regulatory Impact:

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

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 3rd day of SEPT, 20 15, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and The Boys & Girls Club of Magic Valley, Inc. hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Golden Eagle Subdivision No. 6.

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

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

Residential

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

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

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

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

W I T N E S S E T H

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

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service 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

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.

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



Margo Williams
Notary Public for Idaho
Residing at Twin Falls, Idaho
Expires: 9-1-2018

PARTNERSHIP

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

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public for Idaho, personally appeared _____, known or identified to me (or proved to me on the oath of _____) to be one of the partners in the partnership of _____, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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

Notary Public for Idaho
Residing at Twin Falls, Idaho

NOTICE OF DEVELOPER'S AGREEMENT

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

Golden Eagle Subdivision No. 6

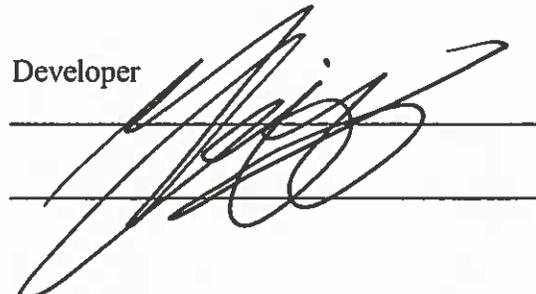
The Agreement imposes certain obligations upon the developer for the development of the subject property, and upon the developer's heirs, successors in interest and lawful assigns. Details of the conditions and obligations may be found by examining or photocopying the Agreement at the Office of the City Engineer, 321 2nd Avenue East, Twin Falls, Idaho 83301.

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer



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

On this 3rd day of September, 2015, before me, the undersigned, a Notary Public for Idaho, personally appeared Gregg Middlekauff, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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



Margo Williams
Notary Public for Idaho
Residing at Twin Falls, Idaho
Expires: 9-1-2018



Date: Monday, September 14, 2015
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to approve a trust agreement for **Golden Eagle Subdivision No. 6**, placing all lots into trust.

Background:

The Golden Eagle Subdivision No. 6 is located at the southwest corner of Harrison St S and Pheasant Rd. The final plat was approved on August 17, 2015 by the Council. The owners of the property wish to record the final plat at this time before development has been completed.

Budget Impact:

None

Conclusion:

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

Attachments:

1. Trust Agreement with Phase Control Notice
2. Location Map/Plat
3. Final Plat

TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this 3RD day of SEPTEMBER 2015, by and between **THE BOYS & GIRLS CLUB OF MAGIC VALLEY, INC, an Idaho Nonprofit Corporation** (hereinafter "Trustor"); **TITLEFACT, INC.**, (hereinafter "Trustee"); and the **CITY OF TWIN FALLS, IDAHO** (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

WITNESSETH:

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

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

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

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

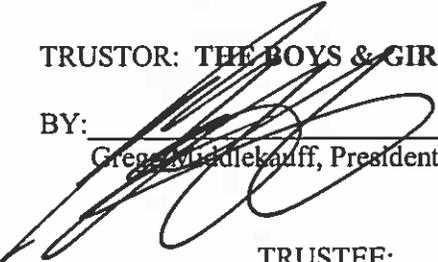
Lots 1, 2, 3, 4, 5, 6 and Tracts A and B, Block 1, **GOLDEN EAGLE SUBDIVISION NO. 6**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.

2. The Trustor and the Trustee agree that the Trustee shall hold said title to the Property in trust, solely for the benefit of the Beneficiary under the terms hereof, and that title to the Property shall be and remain good and marketable and free from any defects, liens, conditions or encumbrances of any kind or nature, other than those appearing of record in the office of the Twin Falls County Recorder, and conditions of the Phase Control Development Notice for lots in Golden Eagle Subdivision No. 6, a copy of which is attached hereto as Exhibit "A," or those which are placed on the Property with the prior written consent of the Trustee. The Trustee shall not convey, transfer or encumber all or any interest in the Property, save and except to the extent as directed by the Trustor by written instrument delivered to the Trustee.
3. It is understood and agreed that the purpose of this Agreement is to provide Trustor with a convenient means of, subdividing, developing and selling the Property. It shall be the entire responsibility of the Trustor to effect such developing, subdividing and selling of the Property and to provide whatever subdivision plat it may desire and to pay all costs and expenses of said developing, subdividing and selling, and Trustee shall have no liability for any costs or expenses therefor or for any claim, damage, loss or liability sustained to the Property or Trustor or to any other person or persons in connection with said matter, save and except to the extent caused by Trustee's failure or refusal to comply with the terms and conditions of this Agreement.

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

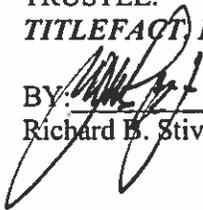
Date: 9.3.15

TRUSTOR: **THE BOYS & GIRLS CLUB OF MAGIC VALLEY, INC.**

BY: 
Gregory Liddlekauff, President

Date: _____

TRUSTEE:
TITLEFACT INC.

BY: 
Richard B. Stivers, President

Date: _____

BENEFICIARY:
CITY OF TWIN FALLS, IDAHO

BY: _____
DON HALL, Mayor

STATE OF IDAHO
County of Twin Falls

On this 3rd day of September, 2015, before me, the undersigned, Notary Public in and for said State, personally appeared **GREGG MIDDLEKAUFF**, known to me to be the President of the corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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



STATE OF IDAHO
County of Twin Falls

On this 3rd day of September, 2015, before me, the undersigned, Notary Public in and for said State, personally appeared **RICHARD B. STIVERS**, known or identified to me to be the President of the said corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Nancy Tellez
Notary Public for Idaho
Residing at: Jerome
My Commission expires: 12/01/2017



STATE OF IDAHO
County of Twin Falls

On this ____ day of _____, 2015, before me, the undersigned, Notary Public in and for said State, personally appeared **DON HALL**, known or identified to me to be the Mayor for the City of Twin Falls, Idaho, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the City of Twin Falls, Idaho.

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

Notary Public for Idaho
Residing at:
My Commission expires:

"EXHIBIT A"

PHASE CONTROL DEVELOPMENT NOTICE

THIS NOTICE prohibits the conveyance of any undeveloped lots in **GOLDEN EAGLE SUBDIVISION NO. 6** until such time as an Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

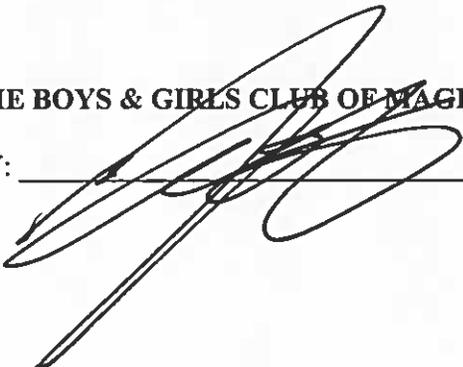
TITLEFACT, INC., will hold the deed to all undeveloped lots in Escrow with instructions to convey only those lots covered by the recorded Improvement Agreement for Developments.

The real property subject to this notice is Lots 1, 2, 3, 4, 5, 6 and Tracts A and B, Block 1, **GOLDEN EAGLE SUBDIVISION NO. 6**, Twin Falls County, Idaho, as platted in the records of Twin Falls County, Idaho.

Dated this 3RD day of SEPTEMBER, 2015.

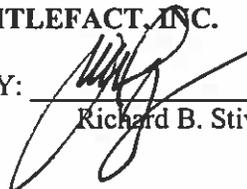
THE BOYS & GIRLS CLUB OF MAGIC VALLEY, INC, Developer

BY: _____



TITLEFACT, INC.

BY: _____



Richard B. Stivers, President

Na/lo

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

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

CORPORATION WARRANTY DEED

FOR VALUE RECEIVED **THE BOYS & GIRLS CLUB OF MAGIC VALLEY, INC, an Idaho Nonprofit Corporation**, a corporation duly organized and existing under the laws of the state of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto **TITLEFACT, INC., an Idaho corporation**, as Trustee for the benefit of The Boys & Girls Club of Magic Valley, Inc, An Idaho Nonprofit Corporation

Grantee, whose address is: 999 Frontier Rd., Twin Falls, Idaho 83301, the following described real estate, situated in Twin Falls County, Idaho, to-wit:

Lots 1, 2, 3, 4, 5, 6 and Tracts A and B, Block 1, **GOLDEN EAGLE SUBDIVISION NO. 6**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.

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

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

Dated: September 3, 2015

THE BOYS & GIRLS CLUB OF MAGIC VALLEY, INC.

BY: _____
Gregg Middlekauff, President

Attest: _____
Secretary

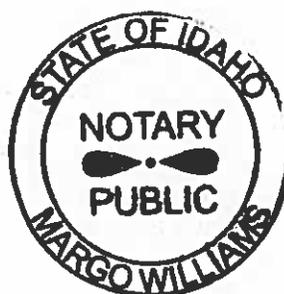
* * * * *

STATE OF IDAHO
County of Twin Falls

On this 3rd day of September, 2015, before me, the undersigned, Notary Public in and for said State, personally appeared **GREGG MIDDLEKAUFF**, known to me to be the President of the corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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





PHEASANT RD



ARROW ST



FEATHER AVE





Date: Monday, September 14, 2015
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to accept the Improvement Agreement for the purpose of developing **Grandview Estates Subdivision**.

Time Estimate:

The staff presentation will take approximately 2 minutes.

Background:

The final plat was approved on August 28, 2006. Prior to development, an Improvement Agreement is required. The developer is meeting that requirement with this document.

Approval Process:

Accepting the Improvement Agreement allows the developer to develop the lots. After acceptance of utilities or a financial guarantee provided to the city, the lots can be removed from trust and sold.

Budget Impact:

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

Regulatory Impact:

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

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 ^{CBH} ~~Homes~~ hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Grandview Estates.

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

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

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

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

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

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

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-

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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

n/a

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.

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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.

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XVI.

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

Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer

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

J. Cowden
4.14.15

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

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

Notary Public for Idaho
Residing at Twin Falls, Idaho

CORPORATION

STATE OF IDAHO)
)ss.
County of ~~Twin Falls~~ ^{Ada})

On this 16th day of April, 2015, before me, the undersigned, a Notary Public for Idaho, personally appeared Carey Barton, known or identified to me (or proved to me on the oath of _____) to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

NOTICE OF DEVELOPER'S AGREEMENT

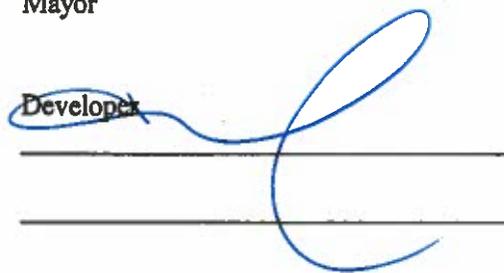
NOTICE IS HEREBY GIVEN, that a document entitled "Improvement Agreement for Developers" (hereafter "Agreement") has been executed and filed with the City of Twin Falls, Idaho, for the following named subdivision:

The Agreement imposes certain obligations upon the developer for the development of the subject property, and upon the developer's heirs, successors in interest and lawful assigns. Details of the conditions and obligations may be found by examining or photocopying the Agreement at the Office of the City Engineer, 321 2nd Avenue East, Twin Falls, Idaho 83301.

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer 

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

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

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

Notary Public for Idaho
Residing at Twin Falls, Idaho

JC

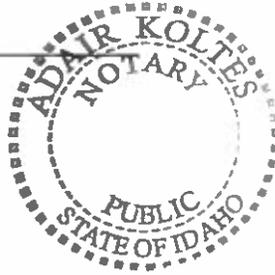
State of Idaho
County of Ada

On this 16th day of April, in the year
2015, before me, a Notary Public personally
appeared Corey Barton known or identified to me to be the
President of the corporation that executed the instrument or
the person who executed the instrument on behalf of said
corporation, and acknowledged to me that such corporation
executed the same.

Adair

Notary Public

comm expires: 6-05-16
residing at: Nampa, ID





Date: Monday, September 14, 2015
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

To approve a Sidewalk Improvement Deferral Agreement for 232 Larkspur Dr. for Mary Jo Beckley.

Time Estimate:

The presentation will take approximately 5 minutes.

Background:

The homeowner wishes to construct a covered patio on their home located at 232 Larkspur Dr. Any type of remodel or addition to the home would require frontage improvements, such as sidewalk installation. This home is located in an older neighborhood that has curb & gutter but no sidewalk. There are no sidewalks in this neighborhood. Due to the nature of this neighborhood and the fact that there are no adjoining sidewalks to tie into, the homeowner is requesting a deferral on the sidewalk requirement.

Approval Process:

City Code 10-11-5 (B) states the City Engineer may defer construction if the improvement would create a traffic hazard or unusual drainage problem. Staff believes construction of sidewalk at this location is not warranted at this time.

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 owner to defer construction until the City Engineer requires construction.

Conclusion:

Staff recommends that the Council approve the request as presented.

Attachments:

1. Location maps
2. Site Photos
3. Curb & Gutter Deferral Agreement

SIDEWALK IMPROVEMENT DEFERRAL AGREEMENT

This Agreement made and entered into this 10th day of August, 2015, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City", and Mary Jo Beckley, hereinafter called "Developer", for the purpose of constructing certain improvements on property sought to be developed at 232 Larkspur Dr.

WHEREAS, Developer certifies that he is the owner in fee simple or the authorized agent of the owner in fee simple of the real property described on the attached Exhibit "A"; and,

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 above described real property, marked Exhibit "A", showing ownership of said real property to be in Developer, 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 in the following manner: Build covered patio; and,

WHEREAS, the Developer is obligated to construct certain improvements, namely sidewalk, pursuant to Title 10, Chapter 11 of the Twin Falls City Code; and,

WHEREAS, the City is authorized, pursuant to Twin Falls City Code Section 10-11-5(B)(2) to defer said improvements; and,

WHEREAS, the City Council on _____ agreed to defer construction of the aforementioned improvements,

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 defer construction of the required sidewalk until _____ or until such time as the obligation of sidewalk construction on adjacent property or properties allows the City Engineer to require construction under the conditions specified in City Code Section 10-11-5(B)(2).

II.

Developer agrees to: 1) complete construction of sidewalk on the real property described above when required by the City Council.

III.

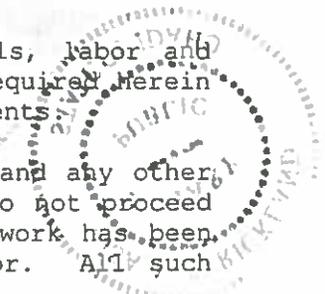
Developer further agrees that in the event the Developer fails to complete the aforementioned construction, the City may complete the construction at the City's expense and may file a lien against the aforementioned property for expenses incurred by the City in said construction.

IV.

Developer agrees to pay the total actual cost of all materials, labor and equipment necessary to completely construct all of the improvements required herein and to construct or contract for the construction of all such improvements.

V.

Developer agrees to request in writing that the City Engineer and any other, required department of the City make the following inspections and to not proceed with construction until the required inspection is complete and the work has been approved in writing by the City Engineer or his authorized inspector. All such



inspections shall be scheduled fifteen (15) days prior to beginning work and the request for an inspection shall be made one working day before the required inspection. Developer agrees to apply all costs resulting from his failure to properly schedule and request a required inspection or from proceeding with work before receiving approval to proceed. Developer agrees to remove or correct any rejected, unapproved or defective work or materials all as required by the City Engineer.

Required inspections shall include: 1) approval of all materials before inspection; 2) approval of forms and gravel base before pouring any concrete sidewalk; and 3) approval of finished sidewalk.

VI.

The Developer agrees to: 1) allow the City full and complete access to the construction; 2) provide all materials necessary to conduct all tests; and 3) provide the equipment and perform or have performed any testing of manufactured materials required by the City Engineer.

VII.

Developer agrees to obtain any necessary permits from the Twin Falls Highway District or the State of Idaho Department of Highways prior to construction improvements on their respective rights-of-way if said permits are required by the aforementioned agencies. A certified copy of said permit or the original of said permit shall be submitted to the City prior to beginning construction thereon.

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

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

CITY OF TWIN FALLS, IDAHO

BY _____
Mayor

DEVELOPER

Mary Jo Beckley

STATE OF IDAHO

On this 10 day of August, 2015, before me a notary public in and for said State, personally appeared Mary Jo Beckley

known to me to be the person who name subscribed to the within instrument, and acknowledged to me that Mary Jo Beckley executed the same.

STATE OF IDAHO

On this ___ day of _____, 20___, before me a notary public in and for said State, personally appeared

known to me to be the person who name subscribed to the within instrument, and acknowledged to me that _____ executed the same.

Lisa A. Strickland
Notary Public
Residing in 8/25/18
Teton County

Notary Public
Residing in _____
Expires _____





Order Number 14242255

Warranty Deed

For value received,

Richard C. Speicher and Terri T. Speicher, husband and wife

the grantor, does hereby grant, bargain, sell, and convey unto

Dennis Beckley and Mary Jo Beckley, husband and wife

whose current address is 1451 Balfy View Drive, Halley, ID 83333

the grantee, the following described premises, in Twin Falls County, Idaho, to wit:

The South 51 feet of Lot 22, and the North 49 feet of Lot 20 of GOERTZEN-VAIL SUBDIVISION, Twin Falls County, Idaho, according to the official plat thereof, recorded in Book 7 of Plats, page 12, records of Twin Falls County, Idaho.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the word "he" or "she" is used, the singular number includes the plural.

Richard C. Speicher
Richard C. Speicher
Terri T. Speicher
Terri T. Speicher

State of Idaho, County of Twin Falls, ss.

On this 17th day of December in the year of 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard C. Speicher and Terri T. Speicher, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Samantha J. Keller
Notary Public
My Commission Expires: 1-23-2019
Residing at: Twin Falls, ID
(not)



Sent from my iPhone



Report a problem

5 ft

© 2015 Google

© 2015 Google

Google earth

© 2013 Google

© 2013 Google



© 2015 Google

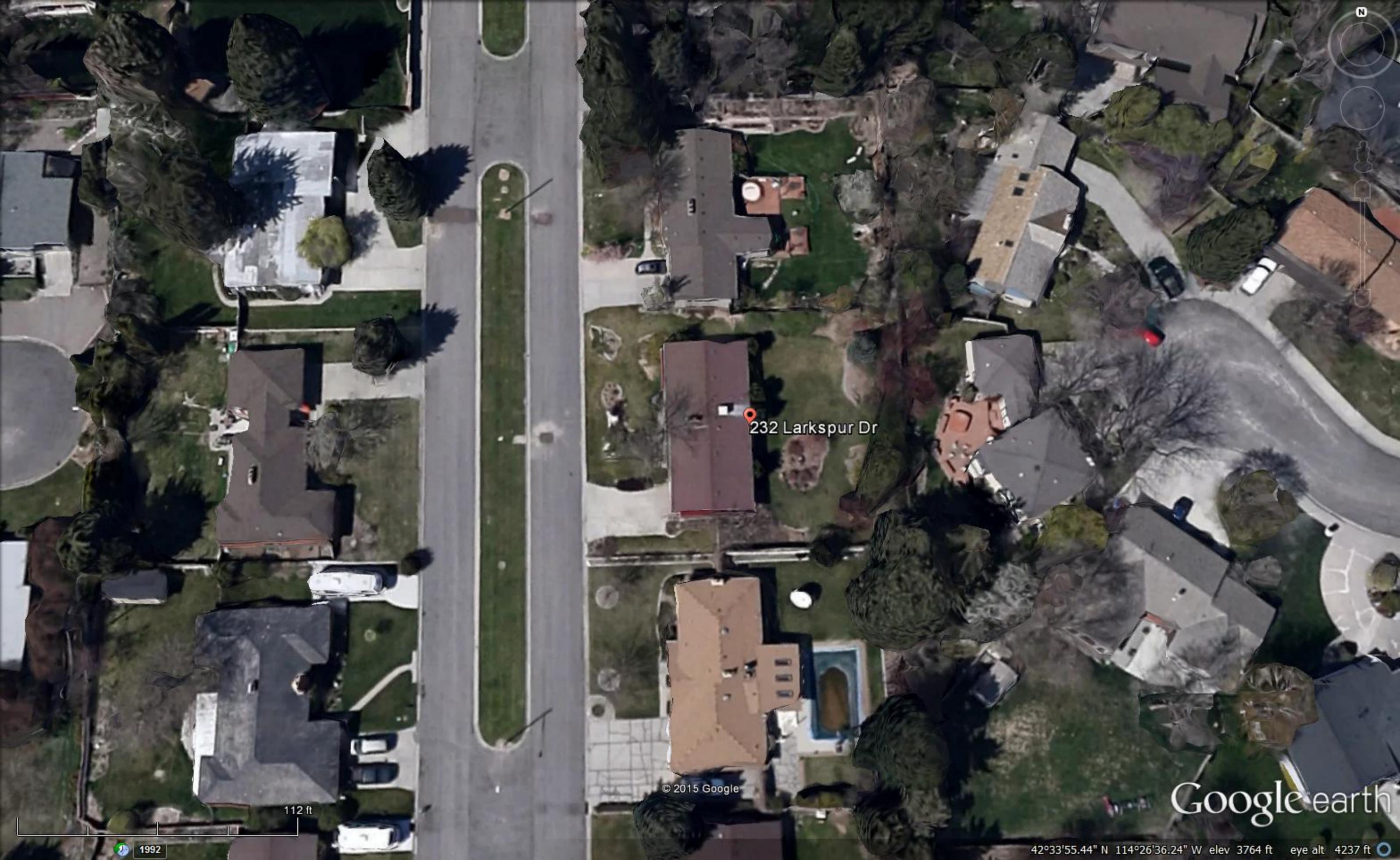
© 2015 Google

Google earth

42°33'54.14" N 114°26'36.02" W elev 3746 ft eye alt 3752 ft

6 ft

Report a problem



232 Larkspur Dr

© 2015 Google

Google earth

42°33'55.44" N 114°26'36.24" W elev 3764 ft eye alt 4237 ft



1992



Date: Monday, September 14, 2015
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Request to approve a Sidewalk Improvement Deferral Agreement for Patrick Day for property to be developed at 864 Mountain View Dr. E.

Time Estimate:

The presentation will take approximately 5 minutes.

Background:

The homeowner wishes to construct a shop at 864 Mountain View Dr. E. A building permit would require frontage improvements, such as sidewalk installation. This home is located in an older neighborhood that has curb & gutter but no sidewalk. There are no sidewalks in this neighborhood. Due to the nature of this neighborhood and the fact that there are no adjoining sidewalks to tie into, the homeowner is requesting a deferral on the sidewalk requirement.

Approval Process:

City Code 10-11-5 (B) states the City Engineer may defer construction if the improvement would create a traffic hazard or unusual drainage problem. Staff believes construction of sidewalk at this location is not warranted at this time.

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 owner to defer construction until the City Engineer requires construction.

Conclusion:

Staff recommends that the Council approve the request as presented.

Attachments:

1. Location maps
2. Site Photos
3. Curb & Gutter Deferral Agreement

Order No. T010558

WARRANTY DEED

Twin Falls County, Idaho

Recorded for
TWIN FALLS TITLE

04:23pm Jul. 16, 2001

2001-012724

No. of Pages: 1 Fee: \$3.00
ROBERT S. FORT
Ex-Officio Recorder
Deputy: CO

For Value Received

James M. Griffith And Cecille Griffith,
Husband And Wife.

the grantor(s), do(es) hereby grant, bargain, sell, and convey unto

Patrick D. Day And Jana M. Day,
Husband And Wife.

the grantee(s), whose current address is

864 MOUNTAIN VIEW DRIVE EAST, TWIN FALLS, ID 83301

the following described premises, to-wit:

- Lot 4, COUNTRY ACRES SUBDIVISION, Twin Falls County, Idaho, according to the official plat thereof recorded in Book 7 of Plats, Page 15, records of Twin Falls County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all claims whatsoever.

Dated: July 16, 2001

James M. Griffith

JAMES M. GRIFFITH

Cecille Griffith

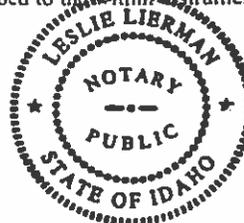
CECILLE GRIFFITH

STATE OF IDAHO
: ss
COUNTY OF TWIN FALLS

On This 16 day of JULY, in the year 2001, before me, a Notary Public in and for said State, personally appeared James M. Griffith And Cecille Griffith, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Robert Liberman
Notary Public of Idaho
Residing at TWIN FALLS, Idaho Kimberly
Commission Expires: 08/21/05 7-11-06





© 2014 Google

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© 2014 Google

© 2015 Google

© 2015 Google

Google earth

6 ft

[Report a problem](#)





E 4000 N

E 4000 N Rd

Mountain View Dr

864 Mountain View Dr

Eastland Park Dr

Mountain View Dr

© 2015 Google

Google earth

178 ft

1992

42°34'37.35" N 114°26'36.77" W elev 3732 ft eye alt 4537 ft

SIDEWALK IMPROVEMENT DEFERRAL AGREEMENT

This Agreement made and entered into this 28 day of August, 20 , by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City", and Patrick D Day, hereinafter called "Developer", for the purpose of constructing certain improvements on property sought to be developed at 8104 MNTN VIEW DR E.

WHEREAS, Developer certifies that he is the owner in fee simple or the authorized agent of the owner in fee simple of the real property described on the attached Exhibit "A"; and,

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 above described real property, marked Exhibit "A", showing ownership of said real property to be in Developer, 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 in the following manner: Build a shop; and,

WHEREAS, the Developer is obligated to construct certain improvements, namely sidewalk, pursuant to Title 10, Chapter 11 of the Twin Falls City Code; and,

WHEREAS, the City is authorized, pursuant to Twin Falls City Code Section 10-11-5(B)(2) to defer said improvements; and,

WHEREAS, the City Council on _____ agreed to defer construction of the aforementioned improvements,

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 defer construction of the required sidewalk until _____ or until such time as the obligation of sidewalk construction on adjacent property or properties allows the City Engineer to require construction under the conditions specified in City Code Section 10-11-5(B)(2).

II.

Developer agrees to: 1) complete construction of sidewalk on the real property described above when required by the City Council.

III.

Developer further agrees that in the event the Developer fails to complete the aforementioned construction, the City may complete the construction at the City's expense and may file a lien against the aforementioned property for expenses incurred by the City in said construction.

IV.

Developer agrees to pay the total actual cost of all materials, labor and equipment necessary to completely construct all of the improvements required herein and to construct or contract for the construction of all such improvements.

V.

Developer agrees to request in writing that the City Engineer and any other required department of the City make the following inspections and to not proceed with construction until the required inspection is complete and the work has been approved in writing by the City Engineer or his authorized inspector. All such

inspections shall be scheduled fifteen (15) days prior to beginning work and the request for an inspection shall be made one working day before the required inspection. Developer agrees to apply all costs resulting from his failure to properly schedule and request a required inspection or from proceeding with work before receiving approval to proceed. Developer agrees to remove or correct any rejected, unapproved or defective work or materials all as required by the City Engineer.

Required inspections shall include: 1) approval of all materials before inspection; 2) approval of forms and gravel base before pouring any concrete sidewalk; and 3) approval of finished sidewalk.

VI.

The Developer agrees to: 1) allow the City full and complete access to the construction; 2) provide all materials necessary to conduct all tests; and 3) provide the equipment and perform or have performed any testing of manufactured materials required by the City Engineer.

VII.

Developer agrees to obtain any necessary permits from the Twin Falls Highway District or the State of Idaho Department of Highways prior to construction improvements on their respective rights-of-way if said permits are required by the aforementioned agencies. A certified copy of said permit or the original of said permit shall be submitted to the City prior to beginning construction thereon.

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

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

CITY OF TWIN FALLS, IDAHO

BY _____
Mayor

DEVELOPER

Patrick D Day

STATE OF IDAHO

On this 28 day of August, 2015, before me a notary public in and for said State, personally appeared Patrick D Day

known to me to be the person who name subscribed to the within instrument, and acknowledged to me that Patrick D Day executed the same.

Lisa A Strickland
Notary Public
Residing in Blaine County
Expires 8/25/18

STATE OF IDAHO

On this ___ day of _____, 20___, before me a notary public in and for said State, personally appeared

known to me to be the person who name subscribed to the within instrument, and acknowledged to me that _____ executed the same.

Notary Public
Residing in _____
Expires _____





Date: Monday, September 14, 2015
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Request to approve a Curb-Gutter & Sidewalk Improvement Deferral Agreement for Dr. Lowell Wolters for property to be developed at 912 Grandview.

Time Estimate:

The presentation will take approximately 5 minutes.

Background:

The homeowner wishes to construct a shop/garage at 912 Grandview Dr. A building permit would require frontage improvements, such as curb, gutter, and sidewalk installation. This home is located on the west side of Grandview Dr. and there is no curb, gutter or sidewalk on either side of this home.

Approval Process:

City Code 10-11-5 (B) states the City Engineer may defer construction if the improvement would create a traffic hazard or unusual drainage problem. Staff believes construction of curb, gutter and sidewalk in this area would create a drainage issue for surrounding properties and is therefore not warranted at this time.

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 owner to defer construction until the City Engineer requires construction.

Conclusion:

Staff recommends that the Council approve the request as presented.

Attachments:

1. Location maps
2. Site Photos
3. Curb & Gutter Deferral Agreement







912 Grandview Dr



© 2015 Google

Google earth

1992

42°33'04.52" N 114°29'57.71" W elev 3752 ft eye alt 4332 ft

CURB-GUTTER AND SIDEWALK IMPROVEMENT DEFERRAL AGREEMENT

This Agreement made and entered into this 26th day of August, 2015, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City", and Lowell Wolfers, hereinafter called "Developer", for the purpose of constructing certain improvements on property sought to be developed at 90 Grandview Dr.

WHEREAS, Developer certifies that he is the owner in fee simple or the authorized agent of the owner in fee simple of the real property described on the attached Exhibit "A"; and,

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 above described real property, marked Exhibit "A", showing ownership of said real property to be in Developer, 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 in the following manner: Build a shop/garage; and,

WHEREAS, the Developer is obligated to construct certain improvements, namely curb-gutter and sidewalk, pursuant to Title 10, Chapter 11 of the Twin Falls City Code; and,

WHEREAS, the City is authorized, pursuant to Twin Falls City Code Section 10-11-5(B)(2) to defer said improvements on Morton Dr. & Grandview Dr.; and,

WHEREAS, the City Council on _____ agreed to defer construction of the aforementioned improvements,

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 defer construction of the required curb-gutter and sidewalk until _____, or until such time as the obligation of curb-gutter and sidewalk construction on adjacent property or properties allows the City Engineer to require construction under the conditions specified in City Code Section 10-11-5(B)(2).

II.

Developer agrees to: 1) complete construction of curb-gutter and sidewalk on the real property described above when required by the City Council.

III.

Developer further agrees that in the event the Developer fails to complete the aforementioned construction, the City may complete the construction at the City's expense and may file a lien against the aforementioned property for expenses incurred by the City in said construction.

IV.

Developer agrees to pay the total actual cost of all materials, labor and equipment necessary to completely construct all of the improvements required herein and to construct or contract for the construction of all such improvements.

Developer agrees to request in writing that the City Engineer and any other required department of the City make the following inspections and to not proceed with construction until the required inspection is complete and the work has been approved in writing by the City Engineer or his authorized inspector. All such inspections shall be scheduled fifteen (15) days prior to beginning work and the request for an inspection shall be made on working day before the required inspection. Developer agrees to apply all costs resulting from his failure to properly schedule and request a required inspection or from proceeding with work before receiving approval to proceed. Developer agrees to remove or correct any rejected, unapproved or defective work or materials all as required by the City Engineer.

Required inspections shall include: 1) approval of all materials before inspection; 2) approval of forms and gravel base before pouring any concrete curb-gutter and sidewalk; and 3) approval of finished curb-gutter and sidewalk.

VI.

The Developer agrees to: 1) allow the City full and complete access to the construction; 2) provide all materials necessary to conduct all tests; and 3) provide the equipment and perform or have performed any testing of manufactured materials required by the City Engineer.

VII.

Developer agrees to obtain any necessary permits from the Twin Falls Highway District or the State of Idaho Department of Highways prior to construction improvements on their respective rights-of-way if said permits are required by the aforementioned agencies. A certified copy of said permit or the original of said permit shall be submitted to the City prior to beginning construction thereon.

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

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

CITY OF TWIN FALLS, IDAHO

BY _____
Mayor

DEVELOPER
Lowell Walters

STATE OF IDAHO

On this 26 day of August, 2015, before me a notary public in and for said State, personally appeared Lowell Walters

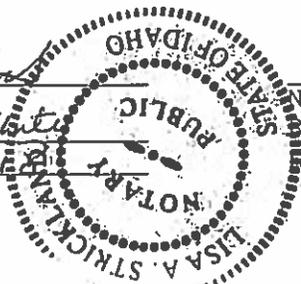
known to me to be the person who name subscribed to the within instrument, and acknowledged to me that Lowell Walters executed the same.

STATE OF IDAHO

On this ___ day of _____, 20___, before me a notary public in and for said State, personally appeared _____

known to me to be the person who name subscribed to the within instrument, and acknowledged to me that _____ executed the same.

Lisa A. Strickland
Notary Public
Residing in Boise
Expires 8/25/18



Notary Public
Residing in _____
Expires _____

Order No. T970564

WARRANTY DEED

For Value Received

Jerry L. Hihath And Frances A. Hihath,
Husband And Wife.

the grantor(s), do(es) hereby grant, bargain, sell, and convey unto

Lowell L. Wolters And Pamela M. Wolters,
Husband And Wife.

the grantee(s), whose current address is

912 GRANDVIEW DRIVE, TWIN FALLS, ID 83301

the following described premises, to-wit:

Lots 5 and 6 in Block 1 of THOMPSON-GRANDVIEW SUBDIVISION,
Twin Falls County, Idaho according to the plat thereof,
recorded in Book 8 of Plats, page 44, in the Office of the
Recorder of said County.

Twin Falls Title

TWIN FALLS COUNTY, IDAHO
RECORDER

1997 AUG -5 P 4: 38

1997012746

ROBERT S. FORT
EX-OFFICIO RECORDER

FFE:30 DEPUTY: *df*

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all claims whatsoever.

Dated: July 29, 1997

Jerry L. Hihath

JERRY L. HIHATH
Frances A. Hihath

FRANCES A. HIHATH

STATE OF IDAHO
: ss
COUNTY OF TWIN FALLS

On this 1st day of August in the year 1997, before me, a Notary Public in and for said State personally appeared Jerry L. Hihath And Frances A. Hihath, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument, and acknowledged to me that he/she/they executed the same.

WITNESSE my hand and official seal.
Charlotte S. [Signature]

Notary Public of Idaho
Residing at Gooding, Idaho
Commission Expires: 07/29/99





Date: Monday, September 14, 2015, Council Meeting

To: Honorable Mayor and City Council

From: Staff Sergeant Dennis Pullin, Twin Falls Police Department

Request:

Consideration of a request by Snake Harley-Davidson to approve a customer appreciation "Fall Open House" concert at their facility, 2404 Addison Avenue East, on Saturday, September 26, 2015, from 5:00 p.m. to 8:00 p.m.

Time Estimate:

This is an event that has been presented and overseen very successfully over the past eight years; therefore, we are requesting that this request be placed on the Consent Calendar.

Background:

This is the ninth year that Snake Harley-Davidson will be presenting an outdoor customer appreciation concert at their facility on Addison Avenue East. The concert is scheduled for Saturday, September 26, 2015, from 5:00 p.m. to 8:00 p.m. A variety of foods and beverages, including beer, will be provided by Guppies Hot Rod Grille during the concert. Over the past eight years, the concerts have been successful and have required no Police response. Snake Harley-Davidson has provided a diagram of the area in which the concerts occur; the diagram is on file with the Police Department and has been approved by the Fire Department. Identifications will be checked in order to procure beer and wristbands will be provided. Additional parking and security have been arranged and, should loud music complaints be received by the Police Department, the event's coordinators will obey the directions of the on-duty Supervisor relative to its mitigation.

Approval Process:

Consent of the Council

Budget Impact:

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

Regulatory Impact:

Approval of this request will allow the applicant to proceed with the event as scheduled. Two (2) Twin Falls County Sheriff's Reserve Deputies have been procured for security; past concerts have required no additional Police response to this location. Snake Harley-Davidson is aware that approval of each individual application is contingent upon the success of the previous concert, that is, the lack of complaints and no additional Police response thereto. We will work closely with Snake Harley-Davidson to insure the same quality of event this year as in the past.

Agenda Item for September 14, 2015
From Staff Sergeant Dennis Pullin
Page Two

Conclusion:

These events have been offered very successfully for the past eight years, have provided positive and contemporary entertainment for the community, and have been well received by Snake Harley-Davidson's customers. Snake Harley-Davidson has a proven and effective plan in place to present and supervise this event. Therefore, relevant City Staff members and Twin Falls Police Department Staff members recommend that the Council approve the request as presented. If there are continued noise complaints, disturbances by those participating in the event, and non-compliance, the on-duty Patrol Supervisor shall terminate the event.

Attachments:

None

DP:aed



Date: Monday, September 14, 2015, Council Meeting
To: Honorable Mayor and City Council
From: Staff Sergeant Ron Fustos, Twin Falls Police Department

Request:

Consideration of a request by Linda Fleming, on behalf of the Habitat for Humanity Magic Valley, to obtain approval for the Rim to Rim Race that will take place on the north side of Twin Falls on September 19, 2015, from 6:00 a.m. 2:00 p.m.

Time Estimate:

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

Background:

The Rim to Rim Race has been an annual event for the Twin Falls community for nearly 40 years. This race was started by the College of Southern Idaho Track Team to raise monies for area charities. In 2006, the Habitat for Humanity Magic Valley took over the event as an annual fund raiser. The Rim to Rim Race has consistently attracted runners from around the Magic Valley, the State of Idaho, as well as other parts of the country. The Rim to Rim Race has grown in recent years to include nearly 500 participants.

Preparation for the main event will begin at 6:00 a.m. on Saturday, September 19, 2015, with the race beginning at 9:00 a.m. Runners will start near the Blue Lakes Country Club Clubhouse and proceed out of the North Canyon. From there, runners will cross the Perrine Bridge heading south and meet up with the Cities Canyon Rim Trail System where runners will descend the Canyon Springs Grade to Canyon Springs Golf Course. Runners will cross the foot bridge over the Snake River and the race will end back at the Blue Lakes Country Club.

A second race, the Half Rim to Rim, will depart from the Sportsman's Warehouse parking lot at roughly the same time. Runners will follow the Canyon Rim Trail to Canyon Springs Grade where runners will descend into the South Canyon and head to the Canyon Springs Golf Course. These runners will also cross the Snake River foot bridge and the Half Rim to Rim will end at the Blue Lakes Country Club. Both races should conclude no later than 2:00 p.m.

There will be two first aid stations placed on the Jerome County side of the race and water stations will be strategically placed throughout the event routes.

The majority of the race activities, booths, vendors, tents, etc. will be held at the Blue Lakes Country Club.

Approval Process:

Consent of the City Council

Agenda Item for September 14, 2015
From Staff Sergeant Ron Fustos
Page Two

Budget Impact:

None

Regulatory Impact:

N/A

Conclusion:

Several relevant City Staff members and Twin Falls Police Department Staff have met and approved this Special Event Application and recommend that the Council approve the request as presented.

Attachments:

None

RF:aed



Date: Monday, September 14, 2015, City Council Meeting

To: Honorable Mayor and City Council

From: Ron Clark, Fire Chief

Request:

Recognize Firefighter's William Blanton, Jeff Miller, and Scott Wyatt for their successful completion of the Twin Falls Fire Departments Driver's Academy.

Time Estimate:

Approximately 4 - 6 Minutes

Background:

Chief Clark would like to take this opportunity to award Firefighter's William Blanton, Jeff Miller, and Scott Wyatt with their completion Driver's Academy Certificates.

Approval Process:

None

Budget Impact:

None

Regulatory Impact:

None

Conclusion:

None

Attachments:

None



Date: Monday, September 14, 2015, City Council Meeting

To: Honorable Mayor and City Council

From: Ron Clark, Fire Chief

Request:

Recognize recently promoted Firefighter Andrew Stephenson to the rank of Driver/Operator, and Driver/Operator Josh Kliegl to the rank of Captain.

Time Estimate:

Approximately 3 - 5 Minutes

Background:

Chief Clark would like to take this opportunity to welcome our newest Driver/Operator Andrew Stephenson, and our newly promoted Captain Josh Kliegl to everyone.

Approval Process:

None

Budget Impact:

None

Regulatory Impact:

None

Conclusion:

None

Attachments:

None



Date: Monday, September 14, 2015
To: Honorable Mayor and City Council
From: Troy Vitek, Asst. City Engineer

Request:

Consideration of a request to award a contract to JUB in the amount of \$468,120 for engineering services related to the Canyon Springs Project.

Background:

On May 4, 2015 Troy Vitek brought before you an update of the Canyon Springs Road Project. Council indicated that a public process should be utilized to assess and determine the best course of action to address Canyon Springs Road. Troy has gone through the RFQ process as required by State Code for hiring of professional engineers and JUB was highest score for this particular project. Troy then contacted JUB and Brian Smith, the area manager, out of Boise will be the project manager in charge of this job. A scope has been developed with JUB and is included herein. The total value of the services is \$745,145 but includes costs for Construction management in the amount of \$277,025 which should be negotiated at a later time when the project is being bid.

Budget Impact:

This project was budgeted in the 2014-1015 fiscal year in the amount of \$600,000. With Phil's contract of \$48,585 there is sufficient funds available for this contract.

Conclusion:

Staff recommends that the council authorize staff to sign the contract with JUB.

Attachments:

1. JUB agreement for professional services



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

FOR
City of Twin Falls
2015 Canyon Springs Road Project

Attachment 1 – Scope of Services, Schedule, and Basis of Fee

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee.

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services', executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

PROJECT UNDERSTANDING

This Scope of Services includes administration, public involvement support, review of funding alternatives, geotechnical evaluation and design for rock fall protection, agency coordination, preliminary design, topographic surveying, final design, bidding and construction engineering services for the construction of improvements to Canyon Springs Road. The current project schedule anticipates construction of the recommended alternative being completed by October 2017. Public involvement coordination and facilitation will be provided by Kushlan Associates (Kushlan) under a separate contract. STRATA Inc. (STRATA) will provide geotechnical engineering services for this project as a sub-consultant to J-U-B.

PART 1 - SCOPE OF SERVICES

Basic Services

J-U-B's Basic Services under this Agreement are limited to the following tasks. CLIENT reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule.

1. Task 1 – Project Administration and Client Meetings

- 1.1 Provide updates on tasks, schedule, budget and other issues to the CLIENT.
- 1.2 Attend kick off meeting with City – J-U-B's project manager and project engineer and STRATA's project manager will attend a kick off meeting with STRATA and Kushlan to discuss project goals and review previously completed draft concept report. Prior to the meeting J-U-B will print out large scale topographic base maps of the area as well as previously completed concept report figures and renderings.
- 1.3 Attend, lead and participate in two (2) 50% Preliminary Design review meetings with the CLIENT.
- 1.4 Attend, lead and participate in two (2) 90% Final Design review meetings with the CLIENT.
- 1.5 Attend, lead and participate in one (1) 100% PS&E Submittal review meeting with the CLIENT.
- 1.6 General project administration and coordination and internal project team meetings.

2. Task 2 – Public Involvement / Conceptual Design

- 2.1 J-U-B's project manager and STRATA's project manager will attend monthly meetings with the Task Force (estimated to be 12-18 meetings total throughout project duration). Task item will

include travel, preparation of exhibits for each meeting, meeting attendance, and written technical summaries of the meetings.

- 2.2** Survey / Base Mapping – No additional field surveying is anticipated as a part of this scope of work. J-U-B will use survey data and mapping that was completed previously as a part of the initial concept work for Canyon Springs Roadway in addition to other existing aerial mapping available in the area. J-U-B will contact CLIENT for additional GIS information for pedestrian access alternatives located outside of the Canyon Springs Road project area. J-U-B will contact utility companies for record utility information for inclusion in base maps.
- 2.3** Develop Conceptual Improvement Alternatives – As a part of the overall public involvement process it is anticipated that J-U-B will develop up to 3 conceptual improvement alternatives. The alternatives will show plan and profile views of the existing roadway, proposed roadway widening including pedestrian improvements, and proposed rock fall improvement locations (provided by STRATA). Potential impacts to existing utilities within the corridor will be identified and noted for each alternative.
- 2.4** Review Drainage Requirements – The existing roadway drainage system primarily consists of roadside ditches and an open top CMP pipe that runs along the upper roadway section with intermittent discharge locations. J-U-B will complete a conceptual level drainage analysis for the different conceptual alternatives and include potential drainage improvements for each alternative in conjunction with the rock fall protection recommendations. The drainage improvements will be shown on the conceptual drawings for each alternative.
- 2.5** Environmental Scan – J-U-B's biologist and environmental manager will complete a conceptual level environmental scan to identify potential environmental issues, wetland impacts, etc. associated with the alternative evaluation. Wetlands adjacent to the Perrine Coulee will be delineated to determine potential impacts from curve flattening and pedestrian pathway improvements on the northwest side of the roadway (if any).
- 2.6** Prepare Graphical Renderings – Section view renderings of up to 3 alternatives will be prepared for use in the task force meetings and at other public meetings. The renderings will be prepared using Civil 3D software and will be of similar quality / detail to those renderings previously completed for the March 2014 concept.
- 2.7** Generate Cross Sections – Cross section views will be generated on 50' stationing for each of the proposed improvement alternatives. Cross sections will be used to verify construction quantities and to show the vertical and horizontal extents of the proposed improvements.
- 2.8** Calculate Quantities – A summary of construction quantities for the roadway / pedestrian improvements will be developed for each alternative.
- 2.9** Develop Conceptual Cost Estimates – Based on the calculated quantities, a conceptual construction cost estimate will be prepared for each of the alternatives. The cost estimate will be based on Idaho Standards for Public Works Construction (ISPWC) roadway construction bid items and recent bid pricing from comparable roadway construction projects.
- 2.10** Assemble and Submit Concept Report with Task Force Recommended Alternative– A concept report summarizing each of the (3) improvement alternatives including summary of costs will be prepared and submitted to the City for review and comment prior to presentation to City Council. The concept report will include discussion of pertinent design features and / or potential constraints that were considered as a part of the alternative evaluation. 11"x17" plan view and color section renderings will be included as a part of the report. A summary of the public involvement process including evaluation criteria and other pertinent information from the task force meetings documenting the recommended alternative will be provided by Kushlan and included in the concept report.
- 2.11** Meet with City Staff to Review Concept Report – J-U-B's project manager and project engineer will meet with City staff to review the concept report and discuss any City comments. City comments will be summarized and responded to in writing for inclusion in the final concept report submittal to City Council.

- 2.12 Revise and Resubmit Concept Report – Following the City review meeting, J-U-B will submit the final Concept Report including City review copies. A total of (15) bound hard copies of the final report will be submitted.
- 2.13 Attend City Council Meeting(s) – J-U-B’s project manager will attend (1) City Council Public Meeting and (1) City Council workshop meeting to review the findings in the concept report and address Council questions.

3. **Task 3 – Design**

As the recommended alternative has not yet been selected the design scope outlined below is based on the originally submitted conceptual alignment for Canyon Springs Road from March 2014. Once the recommended alternative is finalized following the public involvement process described in Task 002, the preliminary and final design sub-tasks shown below will be reviewed with J-U-B and CLIENT and modified as needed to meet the specific needs of the recommended alternative.

3.1 **50% Preliminary Design**

The following tasks are anticipated as a part of developing the 50% design for the recommended alternative.

- i. Prepare preliminary design plans. J-U-B will develop roadway and pedestrian pathway improvements horizontal and vertical alignments. Design will be based upon City of Twin Falls standards and guidelines, the AASHTO Green Book, and MUTCD requirements. Preliminary (50%) plans are anticipated to include the following:
 - General Sheets and Demolition Plans: Demolition plans will be prepared showing removal limits and outlining any removal items to be completed.
 - Survey Control / Horizontal Alignment: J-U-B will develop a roadway and pathway centerline horizontal and vertical alignment in accordance with City of Twin Falls datum requirements.
 - Typical Sections: Typical sections will include dimensional details for the proposed roadway alignment and modifications and the roadway structural section (i.e. pavement section thickness based on geotechnical recommendations). Travel lane widths, drainage features and pedestrian facilities / pathway improvements adjacent to the roadway will be shown on the typical sections.
 - Roadway Plan and Profile Sheets: Horizontal and vertical design features including roadway centerline curve dimensions and vertical profiles will be included on the 50% plans. It is anticipated that due to the existing steep grades separate profile sheets will be required with an estimated total of 12 plan and profile sheets.
 - Pedestrian Path Plan and Profile Sheets: It is anticipated that grade separated pedestrian facilities will be included as a part of the recommended alternative. Plan and profile sheets documenting the horizontal and vertical alignment of the proposed pedestrian facilities (estimated to be 8 sheets) will be included as a part of this task.
 - Grading Sheets: Detailed grading sheets at the “hairpin” curve locations as well as other key locations within the proposed improvements will be included. The sheets will be shown at a larger scale than plan and profile sheets to allow for more detail.
 - Drainage Study and 50% Plans: J-U-B will prepare a preliminary drainage study to evaluate proposed storm water runoff within the corridor and provide preliminary design recommendations for conveyance facilities. The preliminary study will be submitted as a part of the 50% design package. Conceptual drainage plans including proposed conveyance and outfall locations, piping, and other necessary facilities will be developed and included within the 50% submittal.
 - Pavement Marking Plans: Signing and striping for the roadway and pedestrian improvements will be prepared in accordance with MUTCD standards and

recommendations and included within the roadway plans. Plans will include station and offset for sign locations, striping limits, symbols, and striping details.

- Construction Traffic Control Plans: J-U-B will coordinate with the CLIENT to develop TCP plans to maintain partial access to facilities located in the canyon and for emergency response vehicles. Road closure requirements will be discussed with the City and the technical advisory committee.
 - Rockfall Protection Sheets: STRATA will develop 50% plans outlining recommended rockfall mitigation measures. Refer to task 00X – Geotechnical Engineering for additional details.
 - Pedestrian Pathway Soil Nail / Retaining Walls: 50% plans will be developed showing the limits and preliminary details for constructing the pedestrian pathway walls. It is anticipated that walls within the cut section adjacent to the roadway will be constructed using soil nails or similar construction technical with shotcrete facia. Retaining walls in fill sections are anticipated to be mechanically stabilized earth (MSE). Plans will show the proposed elevation views of the walls as well as preliminary layouts / details for structural wall components.
 - Cross Sections: Roadway and pedestrian pathway cross sections showing existing and proposed finish grade will be developed and included in the preliminary design plans.
 - Lighting / Electrical Plans: Preliminary lighting / electrical plans will be prepared showing proposed pedestrian / vehicular lighting improvements within the corridor.
 - Utility Plans: Utility plans showing proposed improvements (if any) to the existing sanitary sewer line and / or construction of new utilities within the corridor will be included in the preliminary design set.
 - Erosion and Sediment Control Plan: it is anticipated that more than 1 acre of area will be disturbed by this project. J-U-B will prepare a preliminary Erosion and Sediment Control (ESC) plan for inclusion in the preliminary plan set.
 - Detail Sheets: Miscellaneous detail sheets including traffic barrier, railing, drainage features, etc will be included in the preliminary design set.
 - Opinion of Probable Construction Cost and Summary of Approximate Quantities: J-U-B will include preliminary bid items for the project. Quantities and unit costs will be developed from recent bid tabulations and conversations with contractors familiar with the area.
- ii. Prepare Plans for Submittal: Preliminary plans will be assembled and printed for internal QA/QC review and submittal to the City for preliminary design review.
- iii. Internal QA/QC review: J-U-B's senior transportation engineer will complete an internal QA/QC review of the preliminary 50% plans prior to submittal to the City.
- iv. Attend Preliminary Design Review Meeting: It is anticipated that up to (2) preliminary design review meetings will be required due to the complexity and various issues associated with this project design. J-U-B's Project Manager and Project Engineer will attend both meetings and will compile meeting minutes.
- v. Summarize City Review Comments: J-U-B will tabulate all comments from the Preliminary Design Review and provide a summary of the comments with written responses for each comment. Revised preliminary plans are not anticipated and changes incorporated from the preliminary design review(s) will be included in the 90% submittal package.
- vi. Advisory Committee Coordination – J-U-B will coordinate with the task force advisory committee as a part of the public involvement process outlined in Task 2.
- vii. Deliverables

- 50% Drawings, Specifications, and Contract Documents and Opinion of Probable Construction Costs – Four (4) copies to CLIENT.

3.2 90% Final Design:

- Prepare 90% Final Design Plans - Following the preliminary design review meeting, the plans will be improved to a 90% design level and will incorporate preliminary design comments from the City.

Drawings will be prepared on 11"x17" sheets at an appropriate scale.

Drawings and specifications will be prepared using the most current version of the City of Twin Falls Standard Specifications and Drawings, EJCDC Documents, and the most current version of the Idaho Standards for Public Works Construction (ISPWC).

The following plan sheets are anticipated to be updated / included as a part of the 90% design submittal package:

- General Drawings – Cover, Notes, Legend, Typical Sections, and Survey Control.
 - Roadway Plan and Profile Sheets – 12 Sheets (est.)
 - Pedestrian Plan and Profile Sheets – 8 Sheets (est.)
 - Grading Sheets – 2 Sheets (est.)
 - Drainage Plans – 4 Sheets (est.)
 - Pavement Marking and Signing Plans – 1 Sheet (est.)
 - Construction Traffic Control Plans and Phasing – 4 Sheets (est.)
 - Rockfall Protection Sheets and Details – 10 Sheets (est.)
 - Pedestrian Pathway Wall Plan and Details – 8 Sheets (est.)
 - Roadway and Pathway Cross Sections – 6 Sheets (est.)
 - Lighting / Electrical Plans – 4 Sheets (est.)
 - Utility Plans – 4 Sheets (est.)
 - Erosion and Sediment Control Plans – 3 Sheets (est.)
 - Detail Sheets – 4 Sheets (est.)
- Finalize Drainage Report – A final drainage report summarizing storm water computations and methods of conveyance, etc. will be prepared and submitted to the City as a part of the 90% design package. The report will be signed and sealed by a professional engineer licensed in the State of Idaho.
 - Opinion of Probable Construction Cost and Summary of Approximate Quantities: J-U-B will include final bid items for the project. Quantities and unit costs will be developed from recent bid tabulations and conversations with contractors familiar with the area.
 - Prepare Plans for Submittal: Final design 90% plans will be assembled and printed for internal QA/QC review and submittal to the City for preliminary design review.
 - Prepare 90% Contract Technical Specifications and Construction Documents.

- vi. Internal QA/QC review: J-U-B's senior transportation engineer will complete an internal QA/QC review of the final 90% plans prior to submittal to the City.
- vii. Attend Final Design Review Meeting: It is anticipated that up to (2) final design review meetings will be required due to the complexity and various issues associated with this project design. J-U-B's Project Manager and Project Engineer will attend both meetings and will compile meeting minutes.
- viii. Summarize City Review Comments: J-U-B will tabulate all comments from the Final Design Review and provide a summary of the comments with written responses for each comment. Revised 90% plans are not anticipated and changes incorporated from the preliminary design review(s) will be included in the final bid/construction document submittal package.
- ix. Advisory Committee Coordination – J-U-B will coordinate with the task force advisory committee as a part of the public involvement process outlined in Task 2.
- x. Deliverables
 - 90% Drawings, Specifications, and Contract Documents and Opinion of Probable Construction Costs – Four (4) copies to CLIENT.

3.3 100% PS&E Submittal:

- i. Prepare 100% Final Design Plans, Specifications, Contract Documents, and Opinion of Probable Construction Costs. Following the final design review meeting, the plans will be improved to a 100% design level for use in bidding and will incorporate final design comments from the City. Drawings will be prepared on 11"x17" sheets at an appropriate scale.
- ii. Revise Final Design Construction Plans
- iii. Update Opinion of Probable Construction Cost and Summary of Quantities
- iv. Update Contract Technical Specifications and Construction Documents.
- v. Deliverables
 - 100% Drawings, Specifications, and Contract Documents and Opinion of Probable Construction Costs – Four (4) copies to CLIENT.
 - Provide up to 20 sets of bidding documents for bidding purposes. The bidding documents will be distributed through J-U-B's Twin Falls office

4. Task 4 – Geotechnical Design

As the recommended alternative has not yet been selected the design scope outlined below for geotechnical engineering services is based on the originally submitted conceptual alignment for Canyon Springs Road from March 2014. Once the recommended alternative is finalized following the public involvement process described in task 2, the preliminary and final design geotechnical investigation sub tasks shown below will be reviewed with the City and modified as needed to meet the specific needs of the recommended alternative.

- i. Prepare and provide a rockfall design plan for the existing Canyon Springs Road, using previously identified hazard areas reviewed by STRATA and the City. The rockfall design will include 50%, 90%, and 100% design submittals, including specifications, prepared on 11"x17" design sheets.

- ii. Accomplish geotechnical exploration using an air-rotary drilling rig to evaluate the nature of basalt rock or basalt rubble below the existing Canyon Springs Road. It is anticipated the drilling will be accomplished in (1) day.
- iii. Provide geotechnical recommendations for the proposed pathway construction. Recommendations for the pathway are anticipated to include the following:
 - i. Earthwork and excavation considerations
 - Excavation Characteristics
 - Blasting considerations
 - Temporary slope stability during excavation
 - Site and subgrade preparation
 - ii. Soil nail / rock anchor wall design
 - Required nail/anchor spacing, load, and length
 - Global stability analysis
 - Construction recommendations

5. Task 5 – Bidding

After acceptance by CLIENT of the final design documents and the most recent opinion of probable construction cost as determined in the Final Design Phase, and upon written authorization by CLIENT to proceed, J-U-B shall:

- 5.1** Assist CLIENT in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom bidding documents have been issued, attend pre-bid conferences, and receive and process Contractor deposits or charges for the bidding documents
- 5.2** Provide for electronic bidding through Qwest CDN.
- 5.3** Answer/Respond to Contractor Questions and Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- 5.4** Provide information or assistance needed by CLIENT in the course of any negotiations with prospective Contractors as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective Contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
- 5.5** Pre-Bid Conference (1-Meeting).
- 5.6** Bid Opening (1-Meeting). If bidding documents require, J-U-B shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by Bidders.
- 5.7** Review Bids, prepare Bid tabulation sheets, and assist CLIENT in evaluating Bids and in assembling and awarding contracts for the Work.
- 5.8** Issue Recommendation to City (1 Meeting with City).
- 5.9** Issue Notice of Award and Agreement to Successful Bidder.
- 5.10** Review Agreement, Bonds, & Insurance of Successful Bidder.

6. Task 6 – Agency Coordination, Permitting and Easements

- 6.1** Provide Agency coordination and permitting assistance, including.
 - i. Utility Coordination:

- Prepare and submit 75% design plans for affected utility companies for comment. Applicable comments will be incorporated into the Project.
- ii. No UPRR, EIRR, ITD or Twin Falls Highway District coordination or permits are included in the Scope of Services.
- 6.2** Assist CLIENT in obtaining necessary permanent and temporary construction easements, including coordinating with property owners, preparing easements and legal descriptions, and submitting the necessary documentation.
- 6.3** Deliverables.
 - i. Draft Easements to CLIENT – Two (2) Copies.
 - ii. Final Easements to CLIENT and Agency – Two (2) Copies Each.

7. Task 7 – Construction Engineering and RPR Services

J-U-B and STRATA will provide construction observation, documentation, and testing during construction of the roadway improvements, rock fall protection, and proposed pathway. For purposes of this proposal it is anticipated that the duration of construction will last approximately 32 weeks.

- 7.1** Issue Notice to Proceed
- 7.2** Facilitate a Pre-Construction Conference.
- 7.3** Construction Engineering/Administration (10hrs/wk @32 weeks)
- 7.4** Review Contractor's SWPPP
- 7.5** Contractor Submittals/Shop Drawing Reviews.
- 7.6** Pay Application Review and Recommendation
- 7.7** Construction Claim Reviews, Change Orders, and Field Orders.
- 7.8** Bi-Weekly Progress Meetings (1 meeting every 2 weeks @ 32 weeks). Attend and lead construction meetings (16) with the Contractor, CLIENT, J-U-B, and others.
- 7.9** Bi-Weekly Progress Meetings (1 meeting every 2 weeks @ 32 weeks)
- 7.10** Close-Out Documents
- 7.11** RPR Construction Observation (20 hrs/wk @32 weeks)
- 7.12** Construction Staking. Provide construction surveys and control points to enable Contractor to perform his Work. Detailed construction staking to be provided by the contractor unless negotiated as an additional services with the City. One set of survey control stakes shall be provided.
 - i. On-Site Planning Meeting (1)
 - ii. Field Survey (Hor/Vert Control, Staking)
 - iii. Data Processing and Calcs
 - iv. Field QA/QC
 - v. Contractor Coordination
 - vi. ROW/Easement Staking
- 7.13** Record Drawings

7.14 Review Contractor's O&M Manuals

7.15 Geotechnical Engineering

7.16 Deliverables

- i. Draft Record Drawings to CLIENT – Two (2) Copies
- ii. Final Record Drawings (in PDF and AutoCAD format) to CLIENT - Two (2) Copies

8. Task 008 – Management Reserve Account

A reserve account is included for miscellaneous items that arise during the project beyond the basic and additional services established in this Agreement. Work will not commence on these items without prior written authorization from the CLIENT.

9. CLIENT's Responsibilities

CLIENT is responsible for completing, authorizing J-U-B to complete as Additional Services, or authorizing others to complete all tasks not specifically included above in J-U-B's Basic Services that may be required for the project, including, but not limited to:

- i. Provide J-U-B with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints; space capacity and performance requirements; flexibility and expandability requirements; budgetary limitations; and design and construction standards.
- ii. Furnish to J-U-B any other available information pertinent to the Project, including reports, data, and drawings relative to previous design or investigations at or adjacent to the Site.
- iii. Following J-U-B's assessment of initially-available Project information and data and upon J-U-B's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable J-U-B to complete its Basic and Additional Services. Such additional information or data would generally include the following.
 - Property descriptions
 - Zoning, deed, and other land use restrictions
 - Property, boundary, easement, right-of-way, and other special surveys or data
 - Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- iv. Arrange for safe access and make all provisions for J-U-B to enter upon public and private property as required for J-U-B to perform services.
- v. Provide coordination, reviews, approvals, entitlement work, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by J-U-B and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- vi. Recognizing and acknowledging that J-U-B's services and expertise do not include the following services, provide, as required for the Project.

- Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or J-U-B reasonably requests including legal documents necessary for ROW or easements if necessary.
 - Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - Recording of all legal documents.
- vii. Inform J-U-B in writing of any specific requirements of safety or security programs that are applicable to J-U-B, as a visitor to the Site.
- viii. Perform or provide the following additional services:
- Prepare building permits and all other associated entitlement work in compliance with City Building Department Requirements.
 - Permanent and/or temporary construction easements.
 - Pay for required permit/license agreement and easement costs.
 - Provide pot-holing of conflicting water, sewer and irrigation mains to evaluate the depth and location of the existing mains at locations where a potential conflict exists and location information is inconclusive. Engineer to notify Owner 72 hours in advance of need for pot-holing.

PART 2 – SCHEDULE OF SERVICES

1. Attached as “Exhibit C” is the anticipated schedule for the identified Basic Services predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work. CLIENT acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control.

PART 3 – BASIS OF FEE

1. CLIENT shall pay J-U-B for the identified Basic Services as follows:
 - i. For Lump Sum fees:
 - The portion of the Lump Sum amount billed for J-U-B’s services will be based upon J-U-B’s estimate of the percentage of the total services actually completed during the billing period.
 - ii. For Time and Materials fees:
 - CLIENT shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each J-U-B employee times that employees’ standard billing rate for all services performed on the Project, plus Reimbursable Expenses and J-U-B’s Consultants’ charges, if any.

2. The fee types and amounts for each task are presented in the following table:

Task Number	Task Name	Fee Type	Amount
001	Project Administration and Client Meetings	Time and Materials	\$42,350
002	Public Involvement / Conceptual Design	Lump Sum	\$138,190
003	Design	Lump Sum	\$182,560
004	Geotechnical Investigation	Lump Sum	\$33,080
005	Bidding	Time and Materials	\$17,670
006	Agency Coordination, Permitting and Easements	Time and Materials	\$4,270
007	Construction Engineering and RPR Services	Time and Materials	\$277,025
008	Management Reserve	Time and Materials	\$50,000
Project Total			\$745,145

3. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services shall be appropriately adjusted to account for inflation and salary adjustments.



Date: Monday, September 14, 2015
To: Honorable Mayor and City Council
From: Troy Vitek, Asst. City Engineer

Request:

Consideration of a request to accept the Draft Charter for the Canyon Springs Ad Hoc Citizen Advisory Committee

Background:

On May 4, 2015 Troy Vitek brought before you an update of the Canyon Springs Road Project. At that meeting it was determined that the roadway would need a public process on how it should be developed in the future. With that direction staff hired a Public Liaison consultant and brought that contract before you on June 22, 2015. Going forward the committee will need a charter that codifies the Project objectives, Citizen Involvement, Membership and rolls of the members. Once the council adopts the charter, staff will work with the Mayor for determining members and those members will be brought before council in the future for their approval.

Budget Impact:

No Budget Impact

Conclusion:

Staff recommends that the council approve the Draft as presented.

Attachments:

1. Draft Canyon Springs Road Project Ad Hoc Citizen Advisory Committee Charter

DRAFT

Canyon Springs Road Project Citizen Involvement Ad Hoc Committee Charter

The City of Twin Falls is initiating a capital investment project focused on providing a multi-use path along that serves as access to the facilities and activities located in the Snake River Canyon and addressing the existing roadway also known as Canyon Springs Grade.

Current conditions:

Canyon Springs Road was originally constructed around the turn of the century where it descended behind the Perrine Coulee waterfall and was reconstructed to its current configuration and width in the mid 70's. The road is winding and steep with grades approaching ten percent (10%) in the upper reaches of the canyon section. The roadway is relatively narrow, accommodating two-way traffic within a varying width of approximately 22 feet with no centerline or fog lines. The steep rock walls over which the road traverses release debris onto the roadway. The Canyon walls seep groundwater, as is common throughout this area, from their sides which continues to destabilize the face, and on occasion, results in icy conditions on the roadway.

The following community assets are located in the canyon and generate varying amounts of traffic:

- Twin Falls County Centennial Park
- Canyon Springs Golf Course
- City of Twin Falls Wastewater Treatment Plant
- City of Twin Falls Auger Falls Park

The City has conducted traffic counts on the road and those show average daily usage by 1343 vehicles. These counts were conducted before the initiation of construction of improvements, currently underway, to the City's Wastewater Treatment Plant. Therefore, these counts likely understate the current level of traffic on the facility.

The City of Twin Falls owns a 600-acre site in the canyon know as Auger Falls Park that is anticipated to be lightly developed over time, thus attracting additional trips, either motorized or non-motorized, on Canyon Springs Road.

In addition to the formalized activities served by the roadway, the community has adopted this road as a significant recreational facility for walking and cycling. To date, no pedestrian counts have been conducted, but anecdotal evidence suggests a significant and growing level of usage of this roadway for recreational purposes.

This growing demand on an aging facility designed for significantly less usage than currently experienced, creates potentially hazardous conflicts along with growing maintenance issues.

Project Objectives:

The City has identified three primary objectives for the project. Those are listed as follows:

- Reconstruct Existing Canyon Springs Roadway and improve the drainage.
- Provide enhanced safety for pedestrians and cyclists;
- Consider improved slope stability by the City and adjacent property owners
- Evaluate Parking
- Provide continued access to destinations in the Canyon with appropriate widths for truck movements

Citizen Involvement:

The Snake River Canyon is a highly prized asset for the Twin Falls community and the current and anticipated levels of usage of the canyon suggest a significant level of public interest in a capital investment project in this area.

To provide an effective mechanism to access community input on the identification, design and construction of potential improvements, the Twin Falls City Council hereby creates an Ad Hoc Citizen Committee to help inform the City Council's decision-making on this project.

Ad Hoc Committee Name:

- Canyon Springs Road Project Ad Hoc Citizen Advisory Committee

Committee Membership:

The Ad Hoc Committee is intended to provide representation for identified interests while keeping the size of the group to a functional size. Therefore, the Ad Hoc Committee will consist of nine members selected by the Mayor and City Council. Those members and the entity they represent are as follows:

- Twin Falls County Designee --
- Canyon Springs Golf Course --
- Magic Valley Trail Enhancement Committee (MaVTEC) --
- _____ Condominium Association --
- Neighborhood Representative – Katie Breckenridge
- Neighborhood Representative --
- At Large

- At Large
- At Large

Mr. Kushlan will serve as the facilitator and will be responsible for encouraging conversation among the members, providing periodic project status reports to the City Council and the City staff about the deliberations of the Committee.

Ad Hoc Committee Meetings:

It is anticipated that the Ad Hoc Committee will meet at a regularly scheduled monthly meeting at a date and time determined to be convenient for the majority of the membership, ensuring maximum participation.

Consistent with the City of Twin Falls commitment to transparency, agendas will be published and minutes kept and will be made available to the general public.

The meetings will be publicly noticed. The agendas for the Committee's meeting will include an opportunity for public comment.

Role of the Committee:

- 1. Develop design concepts regarding the roadway and associated pedestrian and cyclist access.**
- 2. Review design data regarding the design and construction of improvements.**
- 3. Review and recommend funding options**
- 4. Take public comment**
- 5. Review alternatives**
- 6. Deliberate**
- 7. Make presentations to community and interest groups**
- 8. Make recommendations to the City Council**

Decision-making:

Ultimate decisions with respect to project elements, design, funding, construction and timing will be made by the Twin Falls City Council in open public meetings.

During its process the Ad Hoc Committee will seek input from members of the community, interest group, city staff, design team and construction organization and City Council with respect to those aspects of the project. The City Council will give substantial weight to the advisory recommendations of the Ad Hoc Committee.

It is anticipated that decisions of the Ad Hoc Committee will be by consensus, but should that not be possible decisions will be made by majority vote of the quorum

present at a meeting. Minority reports will be accepted and provided to the City Council along with the official actions of the Ad Hoc Committee.

Duration of the Ad Hoc Committee:

By definition, an Ad Hoc Committee is appointed “for a time.” In this case, it is anticipated that the life of the committee shall extend through the point in time when project improvements, if any, are constructed. That time period is anticipated to be two years, thus expiring on October 1, 2017 unless otherwise extended by City Council action.



Date: Monday, September 14, 2015, Council Meeting
To: Honorable Mayor and City Council
From: Captain Matthew Hicks, Twin Falls Police Department

Request:

Consideration of a request to accept the bid from Quality Vans for the purchase of a SWAT transportation vehicle at the total bid price of \$109,299.00.

Time Estimate:

The presentation will take approximately five (5) minutes, in addition to time needed to answer questions.

Strategic Plan:

Focus Area 3 – Secure Community: Goal SC1: Maintain public safety at the highest practical level. Initiative SC1.2: The City will maintain fire apparatus, equipment and facilities to the highest standards.

Background:

The City of Twin Falls Police Department was approved to purchase a transportation vehicle for our Special Weapons and Tactics (SWAT) Team in the FY 2015 budget in the amount of \$95,000.00.

As per Idaho Code 67-2806(2), the City of Twin Falls began an open competitive sealed bid process for the purchase of this vehicle. The request for bids was published in the Times-News on Thursday, August 20, 2015, and again on Thursday August 27, 2015. Three bids were received prior to the bid opening on Thursday, September 3, 2015, at 2:00 p.m. The bids received were from:

- Quality Vans in the amount of \$109,299.00
- Sirchie Acquisition Company in the amount of \$116,990.00
- Summit Bodyworks in the amount of 114,848.00

The lowest responsive bidder was Quality Vans based out of Tempe, Arizona, with a quote of \$109,299.00 for the vehicle. Based on our review committee's assessment, the bid received from Quality Vans is the lowest bid received and is compliant with the conditions and specifications set forward in the bid documents.

Approval Process:

None

Agenda Item for September 14, 2015
From Captain Matthew Hicks
Page Two

Budget Impact:

The purchase of this vehicle was approved in the FY 2015 budget in the amount of \$95,000.00. Because the lowest bid amount received was \$109,299.00, we are requesting that the City Council amend the current Capital Improvement Fund budget to accommodate the purchase of this vehicle.

Regulatory Impact:

None

Conclusion:

The Twin Falls Police Department would like to recommend that Quality Vans, based out of Tempe, Arizona, be awarded the contract in the amount of \$109,299.00.

Attachments:

None

MH:aed



Date: Monday, September 14, 2015
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

Request:

Consideration of a Resolution of the City Council of the City of Twin Falls authorizing certain city officials to receive informal bids, objections and specifications and procedures and to approve the lowest responsible bid in the informal bidding process.

Time Estimate:

The presentation will take approximately 5 minutes in addition to time needed for answering questions.

Background:

Idaho Code sections 67-2805 and 67-2806 provide the process and the guidance on how local government units procure services and capital assets. The estimated dollar value of the service or asset is used to determine the type of bidding process used by the local government. Public works construction projects between \$25,000 - \$100,000 and procurement of services or personal property \$25,000 - \$50,000 follow a process referred to as the informal bidding process.

The informal bidding process requires receipt of bids by the "clerk, secretary or other *authorized official*." In an effort to clarify who is authorized to approve the lowest responsive bid by the governing board or *board-authorized official*, the City Council approved Resolution 1920 on March 10, 2014. This resolution authorized the City Manager, Chief Financial Officer (City Clerk/Treasurer), Chief of Police, Fire Chief, City Engineer, Public Works Director, Streets Superintendent, Water Superintendent, Community Development Director, Human Resource Director, Information Services Director, Parks and Recreation Director, and Airport Manager to receive informal bids, objections to specifications and procedures, and to approve the lowest responsive bid, for informal bidding of public works construction projects (\$25,000 - \$100,000) and procurement of services or personal property (\$25,000 - \$50,000).

The proposed Resolution adds the Deputy City Managers to the approved list of individuals allowed to accept informal bids. It also removes the Community Development Director position.

Approval Process:

Approval of the proposed Ordinance requires a simple majority vote of the City Council members present.

Budget Impact:

There is not impact associated with the proposed Resolution.

Regulatory Impact:

The informal bidding process is discussed and defined in the Idaho Code Sections 67-2805 and 67-2806 and updates Resolution 1920.

Attachments

1. Proposed Resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AUTHORIZING CERTAIN CITY OFFICIALS TO RECEIVE INFORMAL BIDS, OBJECTIONS TO SPECIFICATIONS AND PROCEDURES, AND TO APPROVE THE LOWEST RESPONSIVE BID.

WHEREAS, Idaho Code §§ 67-2805 and 67-2806 provide procedures for informal bidding of projects and procurement of services or personal property; and,

WHEREAS, the informal bidding process requires receipt of bids by the “clerk, secretary or other *authorized official*”; and,

WHEREAS, the informal bidding process provides for the approval of the lowest responsive bid by the governing board or *board-authorized official*; and,

WHEREAS, the City Manager has requested authorization of certain positions to receive informal bid proposals and objections, and to approve the lowest responsive bid.

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

That the following officials are hereby authorized to receive informal bids, objections to specifications and procedures, and to approve the lowest responsive bid, for informal bidding of public works construction projects (\$25,000 - \$100,000) and procurement of services or personal property (\$25,000 - \$50,000):

- City Manager
- Deputy City Manager
- Chief Financial Officer (City Clerk/Treasurer)
- Chief of Police
- Fire Chief
- City Engineer
- Public Works Director
- Streets Superintendent
- Water Superintendent
- Human Resource Director
- Information Services Director
- Parks and Recreation Director
- Airport Manager

PASSED BY THE CITY COUNCIL
SIGNED BY THE MAYOR

, 2015.
, 2015.

MAYOR

ATTEST:

DEPUTY CITY CLERK



Date: Monday, September 14, 2015
To: Mayor and City Council
From: Travis Rothweiler, City Manager

Request

Consideration of an Ordinance of the City Council of the City of Twin Falls, Idaho modifying Title 1 of the Twin Falls City Municipal Code.

Time Estimate

The estimated amount of time this item will take is 10 minutes plus time to answer questions.

Background

The primary purpose of the proposed Ordinance is to update Title 1 of the Twin Falls Municipal Code. Many of the recommended changes are contained in several sections of the Idaho Code, specifically 50-902, 50-903, 18-101, 50-811, 50-808, and 34-1801. In addition, the proposed Ordinance removes several outdated sections.

Additionally, the Ordinance defines the term "Department Heads." Historically, the term has been used to reflect those who are a part of the City's executive team. As a result of the City's reorganization, the members of the City's executive team include the Deputy City Managers, Chief Financial Officer, Police Chief, Fire Chief, City Engineer, Public Works Director, and Human Resource Director. The Ordinance proposes to codify the historical interpretation.

Approval Process:

Approving the Ordinance amending Title 1 of the Twin Falls Municipal Code requires a simple majority (50%+1) of the members in attendance at this meeting.

Budget Impact:

This is no budget impact with the Ordinance.

Regulatory Impact:

The primary purpose of the proposed Ordinance is to update Title 1 of the Twin Falls Municipal Code. Many of the recommended changes are contained in several sections of the Idaho Code, specifically 50-902, 50-903, 18-101, 50-811, 50-808, and 34-1801.

Conclusion:

The City Attorney and the City Manager recommend the adoption of the proposed Ordinance.

Attachments:

1. Ordinance modifying Title 1 of the Twin Falls Municipal Code.
2. Redline version of the Ordinance modifying Title 1 of the Twin Falls Municipal Code.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, REPEALING TITLE 1 OF THE TWIN FALLS CITY CODE, AND REPLACING IT WITH A NEW TITLE 1, PROVIDING FOR A CITY CODE, ADMINISTRATION INCLUDING A MAYOR, VICE MAYOR AND CITY MANAGER, AND GENERAL PENALTIES FOR VIOLATION OF THE CITY CODE.

WHEREAS, The Twin Falls City Code was originally codified in 1958, and Title 1 of this Code has become outdated over the last 57 years; and,

WHEREAS, The provisions of the Idaho Code already cover large portions of the pre-existing Title 1 of the City Code; and,

WHEREAS, The 2015 Idaho Legislature enacted a new statutory procedure for Initiative and Referendum, which replaces the procedure set forth in the existing City Code.

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

Section 1: That Title 1 of the Twin Falls City code is hereby repealed, effective upon passage and publication of this ordinance, and upon the effective date of the New Title 1 provided for herein.

Section 2: That the Twin Falls City code is hereby amended by the adoption of a New Title 1 entitled "Administrative", as follows:

"Title 1: ADMINISTRATIVE

Chapter 1: CITY CODE

1-1-1: TWIN FALLS CITY CODE:

This City Code is hereby declared to be and shall constitute the official City Code of the City of Twin Falls. Any reference made to the number of any section contained herein shall be understood to refer to the position of the same under its appropriate chapter and title heading, and to the general penalty clause relating thereto as well as to the section itself, when reference is made to this City Code by title in any legal document.

1-1-2: SEVERABILITY CLAUSE:

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this City Code or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Code, or any part thereof. The City Council hereby declares that it would have passed each section, subsection,

subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

Chapter 2: ADMINISTRATION

1-2-1: MAYOR:

At the time of installing and swearing in the councilmen following each general city election, or special election called for the purpose of electing officials, the council shall elect one (1) of their members to be designated the mayor. He/She shall serve for a period of two (2) years unless sooner removed by the council or becomes disqualified.

The mayor shall preside at the meetings of the council and perform such other duties consistent with his office as may be imposed by the council. He/She shall be entitled to a vote on all matters coming before the council, but shall possess no veto power. He/She shall be recognized as the official head of the city for all ceremonial purposes, by the courts of the purposes of serving civil processes, and by the governor for military purpose. He/She may use the title of mayor in any case in which the execution of contracts or other legal instruments in writing, or other necessity arising from the general laws of this state may so require, but this shall not be construed as conferring upon him/her administrative powers or functions of a mayor under the general laws of the state.

1-2-2: VICE MAYOR:

Upon taking office, the mayor shall appoint with the consent of the council any other councilman to act in the absence or disability of the mayor. Said appointed councilman shall be titled vice mayor and shall during the temporary absence or disability of the mayor, have all duties, powers and rights of the mayor. The designated vice mayor's term of appointment shall continue until another councilman is appointed vice mayor.

1-2-3: CITY MANAGER:

The City Council and its members shall deal with the administrative services of the City only through the City Manager, except for the purpose of inquiry, and neither the City Council nor any member thereof shall give orders to any subordinates of the City Manager. It shall be the responsibility of the City Council and its members to aid and assist in an advisory capacity any department head, individually or collectively, on any phase of policy and/or public relations, such association not to conflict with the administrative duties of the City Manager.

1-2-4: Department Heads:

Department Heads shall include Deputy City Managers, Chief Financial Officer, Police Chief, Fire Chief, City Engineer, Public Works Director, and Human Resource Director.

Chapter 3: (RESERVED)

Chapter 4: GENERAL PENALTY

1-4-1: GENERAL PENALTY:

Any person violating any section of this code for which special penalty be not provided, shall be guilty of the offense defined and upon conviction thereof shall be fined in a sum not exceeding one thousand dollars (\$1,000.00) or imprisoned in the county jail for not more than six (6) months or by both such fine and imprisonment.

The city manager shall designate a code enforcement officer who shall have the right of ingress or egress to any premises for the purpose of inspecting for violations of this code, and shall be authorized to enforce this code by issuance of Idaho uniform citations.

1-4-2: LICENSE:

When a person is convicted of a violation of any section of this code, any license previously issued to him by the city may be revoked by the council or by the court having proper jurisdiction.

1-4-3: APPLICATION:

The penalty provided in this chapter shall be applicable to every section of this code the same as though it were a part of each and every separate section. Any person convicted of a violation of any section of this code where any duty is prescribed or obligation imposed, or where any act which is of a continuing nature or declared to be unlawful shall be deemed guilty of a misdemeanor.

In all cases where the same offense is made punishable or is created by different clauses or sections of this code, the prosecuting officer may elect under which to proceed; but not more than one recovery shall be had against the same person for the same offense; provided, that the revocation of a license or permit shall not be considered a recovery or penalty so as to bar any other penalty being enforced.

Whenever the doing of any act or the omission to do any act constitutes a breach of any section or provision of this code and there shall be no fine or penalty specifically declared for such breach, the provisions of this chapter shall apply and a separate offense shall be deemed committed upon each day during or on which a breach or violation occurs or continues.”

PASSED BY THE CITY COUNCIL,
SIGNED BY THE MAYOR

, 2015.
, 2015.

MAYOR

ATTEST:

DEPUTY CITY CLERK

TITLE 1 ORDINANCE - 3

Chapter 1: OFFICIAL CITY CODE

1-1-1: TITLE:

~~Upon adoption by the Council, this~~ This City Code is hereby declared to be and shall hereafter constitute the official City Code of the City of Twin Falls. Any reference made to the number of any section contained herein shall be understood to refer to the position of the same under its appropriate chapter and title heading, and to the general penalty clause relating thereto as well as to the section itself, when reference is made to this City Code by title in any legal document.

50-903. GRANT OF POWER. Any city is hereby empowered to revise, codify, and compile from time to time and to publish in book or pamphlet form all ordinances of such city of a general and permanent nature and to make such changes, alterations, modifications, additions and substitutions therein as it may deem best to the end that a complete simplified code of such ordinances then in force shall be presented, but with errors, inconsistencies, repetitions and ambiguities therein eliminated.

50-904. ARRANGEMENT OF ORDINANCES. The ordinances in such revision, codification and compilation shall be arranged in appropriate chapters, articles and sections, excluding the titles, enacting clauses, signatures of the mayor, attestations and other formal parts.

1-1-2: ACCEPTANCE:

~~This City Code, as hereby presented in printed form, shall hereafter be received without further proof in all courts and in all administrative tribunals of this State as the ordinances of the City of general and permanent effect.~~

50-902. PASSAGE OF ORDINANCES...

All ordinances may be proved by a certificate of the clerk under the seal of the city and when printed or published individually in book or pamphlet form by authority of the city, shall be read and received in evidence in all courts and places without further proof.

1-1-3: AMENDMENTS:

~~Any ordinance amending this City Code shall set forth the title, chapter and section number of the section or sections to be amended, and this shall constitute a sufficient compliance with any statutory requirement pertaining to the amendment or revision by ordinance of any part of this City Code. All such amendments or revisions by ordinance shall be immediately forwarded to the codifiers and the said ordinance material shall be prepared for insertion in its proper place in each copy of this City Code. Each such replacement page shall be properly identified and shall be inserted in each individual copy of the City Code within thirty (30) days from the date said ordinance becomes effective.~~

See Idaho Code 50-903 above. “and to make such changes, alterations, modifications, additions and substitutions therein as it may deem best to the end that a complete simplified code of such ordinances then in force shall be presented ...”

1-1-4: INTERPRETATIONS:

~~In the determination of the provisions of each section of this Code, the following rules shall be observed:~~

(A) ~~Intent to Defraud: Whenever an intent to defraud is required in order to constitute an offense, it shall be sufficient if an intent appears to defraud any person.~~

(B) ~~Liability of Employers and Agents: When the provisions of any section of this City Code prohibits the commission of an act, not only the person actually doing the prohibited act or omitting the directed act, but also the employer and all other persons concerned with or in aiding or abetting the said person shall be guilty of the offense described and liable to the penalty set forth.~~

~~1-1-5: CODE ALTERATION:~~

~~It shall be deemed unlawful for any person to alter, change, replace or deface in any way any section or any page of this City Code in such a manner that the meaning of any phrase or order may be changed or omitted. Replacement pages may be inserted according to the official instructions when so authorized by the City Council. The Clerk shall see that the replacement pages are properly inserted in the official copies maintained in the office of the Clerk.~~

~~Any person having in his custody an official copy of this City Code shall make every effort to maintain said Code in an up to date and efficient manner. He shall see to the immediate insertion of new or replacement pages when such are delivered to him or made available to him through the office of the City Clerk. Said Code books, while in actual possession of officials and other interested persons, shall be and remain the property of the City and shall be returned to the office of the Clerk when directed so to do by order of the City Council.~~

This really seems outdated, especially now that almost everyone accesses the City Code online.

~~Chapter 2: SAVING CLAUSE~~

~~1-2-1: REPEAL OF GENERAL ORDINANCES:~~

~~All general ordinances of the City passed prior to the adoption of this City Code are hereby repealed, except such as are referred to herein as being still in force or are by necessary implication herein reserved from repeal (subject to the saving clauses contained in the following Section), from which are excluded the following ordinances which are not hereby repealed: Tax levy ordinances; appropriation ordinances; ordinances relating to boundaries and annexations; franchise ordinances and other ordinances granting special rights to persons or corporations; contract ordinances and ordinances authorizing the execution of a contract or the issuance of warrants; salary ordinances; ordinances establishing, naming or vacating streets, alleys or other public places; improvement ordinances; bond ordinances; ordinances relating to elections; ordinances relating to the transfer or acceptance of real estate by or from the City; and all special ordinances.~~

~~1-2-2: PUBLIC UTILITY ORDINANCES:~~

~~No ordinance relating to railroads or railroad crossings with streets and other public ways, or relating to the conduct, duties, service or rates of public utilities shall be repealed by virtue of the adoption of this City Code or by virtue of the preceding Section, excepting as this City Code may contain provisions for such matters, in which case this City Code shall be considered as amending such ordinance or ordinances in respect of such provisions only.~~

~~1-2-3: COURT PROCEEDINGS:~~

~~No new ordinance shall be construed or held to repeal a former ordinance, whether such former ordinance is expressly repealed or not, as to any offense committed against such former ordinance or as to any act done, any penalty, forfeiture or punishment so incurred, or any right accrued or claim arising under the former ordinance, or in any way whatever to affect any such offense or act so committed or so done, or any penalty, forfeiture or punishment so incurred or any right accrued or claim arising before the new ordinance takes effect, save only that the proceedings thereafter shall conform to the ordinance in force at the time of such proceeding, so far as practicable. If any penalty,~~

forfeiture or punishment be mitigated by any provision of a new ordinance, such provision may be, by the consent of the party affected, applied to any judgment announced after the new ordinance takes effect.

This Section shall extend to all repeals, either by express words or implication, whether the repeal is in the ordinance making any new provisions upon the same subject or in any other ordinance.

Nothing contained in this Chapter shall be construed as abating any action now pending under or by virtue of any general ordinance of the City herein repealed and the provisions of all general ordinances contained in this Code shall be deemed to be continuing provisions and not a new enactment of the same provision; nor shall this Chapter be deemed as discontinuing, abating, modifying or altering any penalty accrued or to accrue, or as affecting the liability of any person, firm or corporation, or as waiving any right of the City under any ordinance or provision thereof in force at the time of the adoption of this Code.

1-2-4: SEVERABILITY CLAUSE:

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this City Code or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Code, or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

Most of the sections in this Chapter had relevance when the City ordinances were first codified in 1958, but really have no relevance now. But, keeping the severability clause would still be helpful.

Chapter 3: DEFINITIONS

1-3-1: CONSTRUCTION OF WORDS: Whenever any word in any section of this City Code importing the plural number is used in describing or referring to any matters, parties or persons, any single matter, party or person shall be deemed to be included although distributive words may not have been used.

When any subject matter, party or person is referred to in this City Code by words importing the singular number only, or the masculine gender, several matters, parties or persons and females as well as males and bodies corporate shall be deemed to be included; provided, that these rules of construction shall not be applied to any section of this City Code which contains any express provision excluding such construction or where the subject matter or content may be repugnant thereto.

1-3-2: DEFINITIONS, GENERAL:

Whenever the following words or terms are used in this Code, they shall have the meanings herein ascribed to them unless the context makes such meaning repugnant thereto:

AGENT: The word "agent" as used in this Code shall mean a person acting on behalf of another.

CITY: The word "City" shall mean the City of Twin Falls, County of Twin Falls, State of Idaho.

CODE: The word "Code", unless otherwise specifically stated, shall mean this City Code.

COMPUTATION OF TIME: The time in which any act provided by these compiled and codified ordinances is to be done is computed by excluding the first day (unless otherwise specifically stated), and including the last day, unless the last day is a holiday, then it is also excluded.

The hours of the day shall be computed on the basis of Mountain Standard Time or Mountain Daylight Savings Time, as the case may be.

COUNCIL: The word "Council" shall be construed to mean the City Council of the City of Twin Falls.

EMPLOYEES: Whenever reference is made in this Code to a City employee by title only, this shall be construed as though followed by the words "of the City of Twin Falls."

FEE: The word "fee" as used in this Code, shall mean a sum of money charged by the City for the carrying on of a business, profession or occupation.

KNOWINGLY: The word "knowingly" imports only a knowledge that the facts exist which bring the act or omission within the provisions of this Code. It does not require any knowledge of the unlawfulness of such act or omission.

LICENSE: The word "license" as used in this Code shall mean the permission granted for the carrying on of a business, profession or occupation.

MISDEMEANOR: The word "misdemeanor" shall mean any offense deemed a violation of the provisions of this Code which is a lesser offense than a felony as defined by State law.

NEGLIGENT: The word "negligent," as well as "neglect," "negligence" and "negligently" imports a want of such attention to the nature of probable consequences of the act or omission as a prudent man ordinarily bestows in acting in his own concern.

NUISANCE: The word "nuisance" shall mean anything offensive or obnoxious to the health and welfare of the inhabitants of the City or any act or thing repugnant to, or creating a hazard to, or having a detrimental effect on the property of another person or to the community.

OCCUPANT: The word "occupant" applied to a building or land shall include any person who occupies the whole or any part of such building or land whether alone or with others.

OFFENSE: The word "offense" shall mean any act forbidden by any provision of this Code or the omission of any act required by the provisions of this Code.

OFFICERS: Whenever reference is made in this Code to a City officer by title only, this shall be construed as though followed by the words "of the City of Twin Falls."

OPERATOR: The word "operator" as used in this Code shall mean the person who is in charge of any operation, business or profession.

OWNER: The word "owner" applied to a building or land shall include any part owner, joint owner, tenant in common, joint tenant or lessee of the whole or of a part of such building or land.

PERSON: The word "person" shall mean any individual, partnership, corporation, joint stock association or the State of Idaho or any subdivision thereof, and including any trustee, receiver, assignee or personal representative thereof.

PERSONAL PROPERTY: Shall include every description of money, goods, chattels, effects, evidence of rights in action and all written instruments by which any pecuniary obligation, right or title to property is created, acknowledged, transferred, increased, defeated, discharged or diminished and every right or interest therein.

RETAILER: As used in this code, unless otherwise specifically defined, shall be understood to relate to the sale of goods, merchandise, articles or things in small quantities direct to the consumer.

STREET: Shall include alleys, lanes, courts, boulevards, public squares, public places and sidewalks.

TENANT: Applied to a building or land shall include any person who occupies the whole or any part of such building or land whether alone or with others.

WHOLESALE: The words "wholesaler" and "wholesale dealer" as used in this code, unless otherwise specifically defined, shall be understood to relate to the sale of goods, merchandise, articles or things in quantity to persons who purchase for the purpose of resale.

~~WILFULLY: When applied to the intent with which an act is done or omitted, implies simply a purpose or willingness to commit the act or make the omission referred to. It does not require any intent to violate law, or to injure another, or to acquire an advantage.~~

~~WRITTEN OR IN WRITING: May include printing and any other mode of representing words and letters, but when the written signature of any person is required by law to any official or public writing or bond required by law, it shall be in the proper handwriting of such person, or in case he is unable to write, by his proper mark.~~

18-101. DEFINITION OF TERMS. The following words have in this code the signification attached to them in this section, unless otherwise apparent from the context:

1. The word "wilfully," when applied to the intent with which an act is done or omitted, implies simply a purpose or willingness to commit the act or make the omission referred to. It does not require any intent to violate law, or to injure another, or to acquire any advantage.
2. The words "neglect," "negligence," "negligent," and "negligently," import a want of such attention to the nature of probable consequences of the act or omission as a prudent man ordinarily bestows in acting in his own concerns.
3. The word "corruptly," imports a wrongful design to acquire or cause some pecuniary or other advantage to the person guilty of the act or omission referred to, or to some other person.
4. The words "malice," and "maliciously," import a wish to vex, annoy, or injure another person, or an intent to do a wrongful act, established either by proof or presumption of law.
5. The word "knowingly," imports only a knowledge that the facts exist which bring the act or omission within the provisions of this code. It does not require any knowledge of the unlawfulness of such act or omission.
6. The word "bribe," signifies anything of value or advantage, present or prospective, or any promise or undertaking to give any, asked, given, or accepted, with a corrupt intent to influence, unlawfully, the person to whom it is given, in his action, vote or opinion, in any public or official capacity.
7. Where the word "person" is used in this code to designate the party whose property may be the subject of any offense, it includes this state, any other state, any territory, government, or country, which may lawfully own property within this state, and all public and private corporations or joint associations, as well as individuals.

49-120. Definitions – S: ...

(27) "Street." (See "Highways," section 49-109, Idaho Code)

49-109 Definitions – H: ...

(5) "Highway" means the entire width between the boundary lines of every way publicly maintained when any part is open to the use of the public for vehicular travel, with jurisdiction extending to the adjacent property line, including

sidewalks, shoulders, berms and rights-of-way not intended for motorized traffic.
The term "street" is interchangeable with highway.

1-3-3: CATCHLINES:

~~The catchlines of the several sections of this code are intended as mere catchwords to indicate the content of the section and shall not be deemed or taken to be titles of such sections, nor as any part of the section nor unless expressly so provided shall they be so deemed when any of such sections, including the catchlines, are amended or reenacted.~~

Chapter 4: GENERAL PENALTY

1-4-1: GENERAL PENALTY:

Any person violating any section of this code for which special penalty be not provided, shall be guilty of the offense defined and upon conviction thereof shall be fined in a sum not exceeding one thousand dollars (\$1,000.00) or imprisoned in the county jail for not more than six (6) months or by both such fine and imprisonment.

The city manager shall designate a code enforcement officer who shall have the right of ingress or egress to any premises for the purpose of inspecting for violations of this code, and shall be authorized to enforce this code by issuance of Idaho uniform citations.

1-4-2: LICENSE:

When a person is convicted of a violation of any section of this code, any license previously issued to him by the city may be revoked by the council or by the court having proper jurisdiction.

1-4-3: APPLICATION:

The penalty provided in this chapter shall be applicable to every section of this code the same as though it were a part of each and every separate section. Any person convicted of a violation of any section of this code where any duty is prescribed or obligation imposed, or where any act which is of a continuing nature or declared to be unlawful shall be deemed guilty of a misdemeanor.

In all cases where the same offense is made punishable or is created by different clauses or sections of this code, the prosecuting officer may elect under which to proceed; but not more than one recovery shall be had against the same person for the same offense; provided, that the revocation of a license or permit shall not be considered a recovery or penalty so as to bar any other penalty being enforced.

Whenever the doing of any act or the omission to do any act constitutes a breach of any section or provision of this code and there shall be no fine or penalty specifically declared for such breach, the provisions of this chapter shall apply and a separate offense shall be deemed committed upon each day during or on which a breach or violation occurs or continues.

1-4-4: LIABILITY OF OFFICERS:

~~No provision of this code designating the duties of any officer or employee shall be so construed as to make such officer or employee liable for any fine or penalty provided for a failure to perform such duty, unless the intention of the council to impose such fine or penalty on such officer or employee is specifically and clearly expressed in the section creating the duty.~~

Chapter 5: CITY COUNCIL

1-5-1: COUNCIL MEETINGS:

~~Regular meetings of the city council shall be held on the dates and at the times set forth on the annual meeting schedule posted at city council chambers. Special meetings may be scheduled in compliance with the Idaho open meeting law.~~

1-5-2: VICE MAYOR:

Upon taking office, the mayor shall appoint with the consent of the council any other councilman to act in the absence or disability of the mayor.

Said appointed councilman shall be titled vice mayor and shall during the temporary absence or disability of the mayor, have all duties, powers and rights of the mayor. The designated vice mayor's term of appointment shall continue until another councilman is appointed vice mayor.

Chapter 6: OFFICERS AND EMPLOYEES

1-6-1: OATH OF OFFICE:

~~Each officer of the city shall take and subscribe before some person authorized to administer oaths, an oath substantially in the following form:~~

~~*I do solemnly swear that I will support the Constitution of the United States, and the Constitution and laws of this State; that I will faithfully and impartially discharge the duties of the office of of the City of Twin Falls, Idaho, according to the best of my ability. So help me God.*~~

~~Said oath shall be filed with the city clerk. No officer shall enter upon the performance of his duties until he shall have so subscribed to and filed such oath, together with the bond, if any, required by law or by ordinance.~~

1-6-2: BOND OF OFFICERS:

~~Before entering upon the performance of his duties, any employee of the city may be required to enter into, execute and file with the city clerk a good and sufficient bond signed also by surety or sureties approved by the city council and conditioned for the faithful and honest performance of the duties of the office, and the delivery to the city of such money or property thereof as shall come into his keeping, which bond shall be in such sum as may be fixed by the city council and shall be made payable to the city of Twin Falls; provided, however, that an increase of any such bond may be required at any time by the city council.~~

1-6-3: SUBORDINATE OFFICES:

~~(Rep. by Ord. 2132, 12-17-1984)~~

1-6-4: SALARIES:

~~The salary of each subordinate officer, assistant or employee shall be fixed by ordinance, but shall be subject to change at any time by ordinance.~~

Chapter 7: CITY MANAGER

1-7-1: OFFICE OF CITY MANAGER CREATED:

~~The office of City Manager of the City is hereby established and created.~~

~~The City Manager shall be appointed by the City Council solely on the basis of his executive and administrative qualifications with special reference to his actual experience in, or his knowledge of, accepted practice in respect to the duties of his office as hereinafter set forth; and he shall hold office during the pleasure of the City Council.~~

1-7-2: ELIGIBILITY:

~~Residence in the City at the time of appointment as City Manager shall not be required as a condition of appointment.~~

~~No person elected to membership on the City Council shall, subsequent to such election, be eligible for appointment as City Manager until one year has elapsed after he has ceased to be a member of the City Council.~~

1-7-3: BOND:

the City Manager shall secure a corporate surety bond to be approved by the City Council in such sum as may be determined by said Council, and shall be conditioned on the faithful performance of the duties imposed on the City Manager as herein prescribed. The bond fee shall be paid by the City.

1-7-4: ABSENCE:

To perform the duties of City Manager during the temporary absence or disability of the permanent City Manager, said permanent City Manager may designate by letter, filed with the City Clerk, a qualified administrative officer of the City. In the event of failure of said permanent City Manager to make such designation, the City Council may, by resolution, appoint an officer of the City to perform the duties of the City Manager until said permanent City Manager shall have returned or his disability shall have ceased, and the appointee shall qualify as provided under Sections 1-7-2 and 1-7-3 hereof.

1-7-5: REMOVAL:

In case of his removal by the City Council, the City Manager shall be furnished with a written notice stating the City Council's intention to remove him and the reasons therefor at least thirty (30) days before the effective date of such removal. Within seven (7) days after the delivery to him of such notice, the City Manager may, by written notification to the City Clerk, request a public hearing before the City Council. Thereafter the City Council shall fix a time for the public hearing, which shall be held at its usual place of meeting before the expiration of said thirty (30) day period, and at which time the City Manager shall appear and be heard. After furnishing the City Manager with written notice of intention to remove, the City Council may suspend him from duty but his salary shall continue until his removal by resolution of the City Council is passed subsequent to the public hearing. The City Council, in removing the City Manager, shall use its uncontrolled discretion and its action shall be final and shall not depend upon any particular showing or degree of proof at the hearing, the purpose of which is to allow the City Manager publicly to present to the City Council his grounds of opposition to removal prior to its action.

1-7-6: RESIGNATION:

The City Manager shall give in writing a thirty (30) day notice of his intention to resign before leaving, resigning or quitting the office of City Manager.

1-7-7: COMPENSATION:

The City Manager shall receive such compensation as the City Council shall from time to time determine and fix by ordinance, resolution or motion, and said compensation shall be a proper charge against such funds of the City that the Council shall designate.

Said City Manager shall be reimbursed for all sums necessarily incurred or paid by him in the performance of his duties, or incurred when traveling on business pertaining to said City under direction of the City Council; reimbursement shall only be made, however, when a verified itemized claim, setting forth the sums expended for which reimbursement is requested, has been presented to the City Council and by said Council duly approved and allowed.

1-7-8: POWERS AND DUTIES:

The City Manager shall be the chief executive officer and the head of the administrative branch of the City government. He shall be responsible to the City Council for the proper administration of all affairs of the City under the specific direction and control of the City Council.

In addition to his general powers as the chief executive officer and the head of the administrative branch of the City government, and not as a limitation thereof, it shall be his responsibility and duty and he shall have the power:

- ~~(A) To see that all laws and ordinances of the City are duly enforced, and that all franchises and privileges granted by the City are faithfully observed.~~
- ~~(B) To control, order and give directions to all heads of departments, subordinate officers and employees of the City, except elected officers and their respective staffs, and to transfer employees from one department to another; and to consolidate or combine offices, positions, departments or units under his direction.~~
- ~~(C) To appoint and remove any officers and employees of the City except the elected officers and their respective staffs, subject to ratification by the City Council in the case of department heads.~~
- ~~(D) To exercise control over all departments of the City government and over all appointive officers and employees thereof, except elective officers and their respective staffs.~~
- ~~(E) To attend all meetings of the City Council unless excused therefrom by said Council, except when his removal is under consideration by the Council.~~
- ~~(F) To recommend to the City Council for adoption such measures and ordinances as he deems necessary or expedient.~~
- ~~(G) To keep the City Council at all times fully advised as to the financial conditions and needs of the City.~~
- ~~(H) To prepare and submit to the City Council the annual tentative budget.~~
- ~~(I) To purchase or cause to be purchased all supplies and equipment and to make arrangements for contractual services, for all of the departments or divisions of the City.~~
- ~~(J) To make investigation into the affairs of the City, and any department or division thereof, and any contract, or the proper performance of any obligations of the City.~~
- ~~(K) To investigate all complaints in relation to matters concerning the administration of the City government and in regard to the service maintained by public utilities in the City.~~
- ~~(L) To exercise general supervision over all public buildings, public parks and other public property which are under the control and jurisdiction of the City Council.~~
- ~~(M) To devote his entire time to the duties of his office and the interest of the City.~~
- ~~(N) To perform such other duties and exercise such other powers as may be delegated to him from time to time by ordinance or resolution of the City Council.~~
- ~~(O) In addition to the elective officers and their respective staffs, the position of City Attorney shall be excluded from the scope of the Manager's surveillance; however, the services and facilities of said City Attorney shall be made available to the City Manager.~~

50-811. CITY MANAGER -- DUTIES. The council shall appoint a city manager to be the administrative head of the city government under the direction and supervision of such council and who shall hold office at the pleasure of the majority of the members thereof. Before entering upon the duties of his office, such city manager shall take the official oath for the support of the government and the faithful performance of his duties, and shall execute a bond in favor of the city in such sum as may be fixed by the council. He shall:

1. Have general supervision over the business of the city.
2. See that the ordinances and policies of the city are complied with and faithfully executed.
3. Attend all meetings of the council at which his attendance is required by that body.

4. Recommend for adoption to the council such measures as he may deem necessary or expedient.
5. Make the appointment of all department heads, subject to such civil service regulations as may relate thereto.
6. Prepare and submit to the council such reports as may be required by that body, or as he may deem advisable.
7. Keep the council fully advised of the financial condition of the city and its future needs.
8. Prepare and submit to the council a tentative budget for the next fiscal year.
9. Perform such other duties as the council may establish by ordinance or resolution.
10. Possess such powers as are vested in the mayor as provided in section 50-606.

1-7-9: ORDERS AND DIRECTIONS:

The City Council and its members shall deal with the administrative services of the City only through the City Manager, except for the purpose of inquiry, and neither the City Council nor any member thereof shall give orders to any subordinates of the City Manager.

It shall be the responsibility of the City Council and its members to aid and assist in an advisory capacity any department head, individually or collectively, on any phase of policy and/or public relations, such association not to conflict with the administrative duties of the City Manager.

50-808. POWERS -- DUTIES OF THE COUNCIL. The council shall have all powers delegated under general law, appoint a chief administrative officer to be known as the city manager, and confirm all appointments of department heads made by the city manager.

~~Chapter 8: CORPORATE SEAL~~

~~1-8-1: DESCRIPTION OF SEAL:~~

~~The Corporate Seal of the City of Twin Falls, Idaho, shall be circular in form, with inner and outer circles. The outer circle to be one and seven eighths inches ($1\frac{7}{8}$ ") in diameter and the inner circle one and three sixteenths inches ($1\frac{3}{16}$ ") in diameter. It shall bear in the space between the circles "City of Twin Falls, Twin Falls County, Idaho," and upon the space within the inner circle "Seal."~~

~~1-8-2: ADOPTION OF SEAL:~~

~~The Seal, the impression of which is described in Section 1-8-1 above, is adopted and declared to be the Seal of the City.~~

Chapter 9: INITIATIVE AND REFERENDUM

~~1-9-1: CREATION OF RIGHT:~~

~~The people of the City shall have the right to enact ordinances through initiative process, and to repeal ordinances through the referendum process, according to the procedures set forth in this Chapter.~~

~~1-9-2: NUMBER OF PETITIONERS REQUIRED:~~

~~A petition to enact an ordinance by the initiative process or to repeal an ordinance by the referendum process shall be instituted by filing with the City Clerk a verified written petition requesting the~~

initiative or referendum, and there shall be attached or appended to the petition the signatures of registered electors of the City equal in number to twenty percent (20%) of the total number of registered electors registered to vote at the last general election in the City.

1-9-3: TIME FOR FILING PETITIONS:

Referendum petitions with the requisite number of signatures attached shall be filed with the City Clerk not less than sixty (60) days following the final adoption of the ordinance to be subject to referendum.

1-9-4: PETITION REQUIREMENTS, TIME LIMITS:

Referendum and initiative petitions shall conform with the requirements for signature, verification of valid petitions, printing of petitions, and time limits, except as expressly modified to meet the purposes of initiative and referendum to be as nearly as practicable as provided in sections 34-1701 through 34-1705 of the Idaho Code.

1-9-5: ELECTION:

A special election for initiative or referendum shall be provided not more than ninety (90) days following the certification of the petition, provided that in the event a municipal election will occur within ninety (90) days, the initiative and referendum shall be submitted at the time of the Municipal election.

~~50-501. INITIATIVE AND REFERENDUM. The city council of each city shall provide by ordinance for direct legislation by the people through the initiative and referendum. Minimum requirements of the ordinance adopted shall be as follows:~~

- ~~(1) Petitioners for initiative or referendum shall be equal to twenty percent (20%) of the total number of electors who cast votes at the last general election in the city;~~
- ~~(2) Petitions for referendum shall be filed not less than sixty (60) days following the final adoption of the ordinance to be subject to referendum;~~
- ~~(3) A special election for initiative or referendum shall be provided as prescribed in section 34-106, Idaho Code;~~
- ~~(4) Requirements for signature, verification of valid petitions, printing of petition, and time limits, except as expressly modified herein, shall be as nearly as practicable as provided in chapter 18, title 34, Idaho Code. This section does not apply to bond elections.~~

This section was repealed by the 2015 legislature and Initiative and Referendum is now controlled by a new State Statute. See Idaho Code 34-1801, et seq.