

COUNCIL MEMBERS

Suzanne Hawkins	Nikki Boyd	Shawn Barigar	Chris Talkington	Gregory Lanting	Don Hall	Ruth Pierce
Vice Mayor		Mayor				



AGENDA

**Meeting of the Twin Falls City Council
Monday, April 18, 2016 - City Council Chambers
305 3rd Avenue East -Twin Falls, Idaho**

5:00 P.M.

PLEDGE OF ALLEGIANCE TO THE FLAG CALL MEETING TO ORDER CONFIRMATION OF QUORUM CONSIDERATION OF THE AMENDMENTS TO THE AGENDA PROCLAMATIONS: Youth Appreciation Week 2016 – Twin Falls Optimist Club GENERAL PUBLIC INPUT		
AGENDA ITEMS	Purpose:	By:
I. <u>CONSENT CALENDAR:</u> 1. Consideration of a request to approve the Accounts Payable for April 12–April 18, 2016. 2. Consideration of a request to approve the April 11, 2016, City Council Minutes. 3. Consideration of a request to approve a Beer, Wine, and Liquor License for Daniel S. Fuchs, LLC dba Marilyn’s, 223 5 TH Avenue South. 4. Consideration of a request to accept the Improvement Agreement for the purpose of developing Seastrom Commercial Subdivision.	Action Action Action Action	Sharon Bryan Sharon Bryan Sharon Bryan Troy Vitek
II. <u>ITEMS FOR CONSIDERATION:</u> 1. Consideration of a request confirming the appointment of Andrew DiPietro and the reappointment of Brad Wills to the Development Impact Fee Advisory Committee. 2. Consideration of a request by the Twin Falls School District to waive the building permit fees for interior remodels of the District Office located at 201 Main Ave W., and the modular classroom located at 616 Eastland Dr. 3. Consideration of a request to revise the amendment to Twin Falls City Code 3-14-4 and 3-14-6, providing for the investigation and fees for transient merchants, vendors, peddlers and solicitors. 4. Consideration of a request to adopt an ordinance for a Zoning Title Amendment to delete City Code 10-7-13 Vehicle Stacking Requirements for drive-through facilities. 5. Consideration of a request to adopt an amendment to Resolution 1167 regarding an updated standard development agreement and development conditions. 6. Presentation of a review on the backflow assembly testing process. 7. Presentation of an update of the Waste Water Treatment Plant Construction. 8. Public input and/or items from the City Manager and City Council.	Action Action Action Action Action Presentation Presentation	Shawn Barigar Mitchel Humble Jarrod Bordi Craig Kingsbury Mitchel Humble Jacqueline Fields Rob Bohling Troy Vitek
III. <u>ADVISORY BOARD REPORT/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u> None	6:00 P.M.	
V. <u>ADJOURNMENT:</u> Executive Session 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.		

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.

Proclamation

Youth Appreciation Week 2016

Whereas, the vast majority of youth are concerned, knowledgeable, and responsible citizens, and

Whereas, Optimist International and the Twin Falls Optimist Club have developed and promoted a program entitled Youth Appreciation Week, and

Whereas, the citizens of Twin Falls have indicated a desire to join the Optimists in expressing appreciation and approval for the contributions of youth.

I, Shawn Barigar, therefore proclaim the third week of April as Youth Appreciation Week in Twin Falls, Idaho.

By this action, let it be known that we have faith in the ability of today's youth as they assume responsible roles in the future of mankind.



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

Shawn A. Barigar

Mayor Shawn Barigar

Attest: *Leila A. Sanchez*

Leila A. Sanchez, Deputy City Clerk

Date: April 18, 2016

COUNCIL MEMBERS

Suzanne	Nikki	Shawn	Chris	Gregory	Don	Ruth
Hawkins	Boyd	Barigar	Talkington	Lanting	Hall	Pierce
Vice Mayor		Mayor				



MINUTES

**Meeting of the Twin Falls City Council
Monday, April 11, 2016 - City Council Chambers
305 3rd Avenue East -Twin Falls, Idaho**

5:00 P.M.

<p>PLEDGE OF ALLEGIANCE TO THE FLAG CALL MEETING TO ORDER CONFIRMATION OF QUORUM CONSIDERATION OF THE AMENDMENTS TO THE AGENDA PROCLAMATIONS: Child Abuse Prevention Month - Abby R. Greenfield, CSI Head Start/Early Head Start Telecommunications Week April 10 – 16, 2016 – Lieutenant Craig Stotts, Twin Falls Police Department GENERAL PUBLIC INPUT</p>		
AGENDA ITEMS	<u>Purpose:</u>	<u>By:</u>
<p>I. <u>CONSENT CALENDAR:</u></p>		
1. Consideration of a request to approve the Accounts Payable for April 5–11, 2016.	Action	Sharon Bryan
2. Consideration of a request to approve the April 4, 2016, City Council Minutes.	Action	Sharon Bryan
<p>II. <u>ITEMS FOR CONSIDERATION:</u></p>		
1. Consideration of a request to approve the "Downtown Duathlon" event sponsored by Activate Magic Valley to be held on Saturday, April 30, 2016.	Action	Ron Fustos
2. Consideration of a request to amend Twin Falls City Code 3-14-4 and 3-14-6, providing for the investigation and fees for transient merchants, vendors, peddlers and solicitors.	Action	Craig Kingsbury
3. Presentation of an update on the Main Street project.	Presentation	Phil Kushlan
4. Presentation of an update on the new online permitting program.	Presentation	Jarrold Bordi
5. Presentation of an update on the Grandview Sewer Trunk project, part of the special bond election wastewater improvements.	Presentation	Josh Baird/ Lee Glaesemann
6. Public input and/or items from the City Manager and City Council.		
<p>III. <u>ADVISORY BOARD REPORT/ANNOUNCEMENTS:</u></p>		
6:00 P.M.		
<p>IV. <u>PUBLIC HEARINGS:</u> None</p>		
<p>V. <u>ADJOURNMENT:</u> EXECUTIVE SESSION 74-206 (1) (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student. EXECUTIVE SESSION 74-206(1) (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.</p>		

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.

Present: Shawn Barigar, Suzanne Hawkins, Chris Talkington, Don Hall, Ruth Pierce
Absent: Greg Lanting, Nikki Boyd

Staff Present: City Manager Travis Rothweiler, City Attorney Fritz Wonderlich, Deputy City Manager Mitchel Humble, Deputy City Manager Brian Pike, Lieutenant Craig Stotts, Sargent Ron Fustos, Police Chief Craig Kingsbury, Building Inspector Jarrod Brodi, Staff Engineer Josh Baird, Staff Engineer Lee Glaesemann Deputy City Clerk Sharon Bryan

PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Barigar called the meeting to order at 5:00 P.M. He then invited Boy Scout Christopher Thompson to lead us in the pledge of Allegiance to the flag Mayor Barigar asked all present, who wished, to recite the pledge of Allegiance to the Flag.

Christopher Thompson Boy Scout with Troop 142 introduced himself.

CONFIRMATION OF QUORUM

A quorum is present.

CONSIDERATION OF THE AMENDMENTS TO THE AGENDA

City Manager Rothweiler asked that a request to approve a beer, wine and liquor license transfer of ownership for Blazin Wings dba Buffalo Wild Wings be added to the Consent Calendar.

MOTION:

Councilmember Hall moved to amend the Agenda to include a request to approve a beer, wine and liquor license transfer of ownership for Blazin Wings dba Buffalo Wild Wings to the Consent Calendar. The motion was seconded by Councilmember Pierce. Roll call vote showed all members present voted in favor of the motion. Approved 5 to 0

PROCLAMATIONS:

Child Abuse Prevention Month - Abby R. Greenfield, CSI Head Start/Early Head Start

Mayor Barigar read and presented the proclamation to Abby R Greenfield.

Abby R Greenfield gave a report on the activities CSI Head Start/Early Head Start is working on and thanked City Council.

Telecommunications Week April 10 – 16, 2016 – Lieutenant Craig Stotts, Twin Falls Police Department.

Mayor Barigar read and presented the proclamation to Lieutenant Craig Stotts.

Lieutenant Stotts thanked City Council.

GENERAL PUBLIC INPUT - None

I. CONSENT CALENDAR:

1. Consideration of a request to approve the Accounts Payable for April 5–11, 2016.
2. Consideration of a request to approve the April 4, 2016, City Council Minutes.
3. Consideration of a request to approve the Alcohol License ownership transfer to Blazin Wings dba Buffalo Wild Wings

MOTION:

Vice Mayor Hawkins moved to approve the Amended Consent Calendar as presented. The motion was seconded by Councilmember Pierce. Roll call vote showed all members present voted in favor of the motion. Approved 5 to 0

II. ITEMS FOR CONSIDERATION:

1. Consideration of a request to approve the "Downtown Duathlon" event sponsored by Activate Magic Valley to be held on Saturday, April 30, 2016.

Staff Sargent Fustos explained the request to approve the "Downtown Duathlon" event sponsored by Activate Magic Valley to be held on Saturday, April 30, 2016.

City Council Discussion ensued on the following:

Road Closures
Need for escort coming back into town.
First aid and water stations.

Gail Howerton explained that they will have volunteers to help direct traffic and there will be first aid and water stations. Registrations are on the YMCA website.

MOTION:

Councilmember Talkington moved to approve the request to approve the "Downtown Duathlon" event sponsored by Activate Magic Valley to be held on Saturday, April 30, 2016 with police escort. The motion was seconded by Councilmember Hall. Roll call vote showed all members present voted in favor of the motion. Approved 5 to 0

2. Consideration of a request to amend Twin Falls City Code 3-14-4 and 3-14-6, providing for the investigation and fees for transient merchants, vendors, peddlers and solicitors.

Police Chief Kingsbury explained the request to amend Twin Falls City Code 3-14-4 and 3-14-6, providing for the investigation and fees for transient merchants, vendors, peddlers and solicitors.

City Council discussion on the following:

Concern with minors being fingerprinted.
Renewal for 3 months then have a 6 month waiting period.

MOTION:

Councilmember Hall made a motion to amend the Ordinance to add that they can renew one time then wait 6 months and to bring the amended Ordinance back to next week's City Council meeting. The motion was seconded by Councilmember Talkington. Roll call vote showed all members present voted in favor of the motion. Approved 5 to 0

3. Presentation of an update on the Main Street project.

Twin Falls Urban Renewal Agency Interim Director Kushlan gave a presentation of an update on the Main Street project using visuals.

City Council discussion ensued on the following:

Work flow model chart.

Concerns with the process later when the Twin Falls Urban Renewal Agency Interim Director transitions out.

4. Presentation of an update on the new online permitting program.

Building Inspector Brodi gave an update on the new online permitting program using visuals.

Discussion ensued on the following:

Digital media technology

Time saved during online permits.

Dan Brizee gave testimonial on how much time he is saving on the new online permitting program. Thanked City Building Department and City Council.

City Manager Rothweiler said that we are using more technology in several departments.

5. Presentation of an update on the Grandview Sewer Trunk project, part of the special bond election wastewater improvements.

Staff Engineer Baird and Staff Engineer Glaesemann gave an update on the Grandview Sewer Trunk project.

6. Public input and/or items from the City Manager and City Council.

City Manager Rothweiler reminded City Council that tomorrow is the State of the City Address followed by the Golden Hammer Event.

City Manager Rothweiler said the final stages of putting together moving into the Key Bank Building. Plan is to move April 25 and 26, 2016.

City Manager Rothweiler said he will be out of town Thursday and Friday. Assistant City Manager Pike will be interim in his absence.

City Council gave Greg Lanting and family their condolences.

Councilmember Talkington gave a report on the Art Project Committee.

Councilmember Hawkins gave report on National Library Week.

Councilmember Hawkins said the Youth Council Fund Raiser is April 18-21, 2016 at Pizza Pie Cafe.

IV. PUBLIC HEARINGS: None

V. ADJOURNMENT:

1. EXECUTIVE SESSION 74-206 (1) (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.
2. EXECUTIVE SESSION 74-206(1) (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

MOTION:

Councilmember Hall made the motion to move into executive session 74-206 (1) (B) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student and 74-206(1)(F) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement. The motion was seconded by Vice Mayor Hawkins. Roll call vote showed all members present voted in favor of the motion. Approved 5 to 0

The meeting adjourned at 6:15 PM

Sharon Bryan, Deputy City Clerk

http://twinfalls.granicus.com/MediaPlayer.php?view_id=2&clip_id=507



Date April 18, 2016 City Council Meeting

To: Honorable Mayor and City Council

From: Sharon Bryan, Deputy City Clerk

Request: Approval of a Beer, Wine and Liquor license for Daniel S Fuchs LLC dba Marilyn's, 223 5th Avenue South.

Time: Consent Calendar

Background: Application to serve on premise beer, wine and liquor.

Budget Impact: N/A

Regulatory Impact: City and State Code Compliance

Conclusion: Staff recommends approval of the license on the condition they get their State License.

Attachments: License Application.



ALCOHOL LICENSE APPLICATION

BUSINESS NAME Marilyns STATE LICENSE # _____
 DOING BUSINESS AS Daniel S Fuchs LLC (Please attach a copy of your state license)
 BUSINESS ADDRESS 223 5th Ave South, Twin Falls, Id 83301
 LEGAL DESCRIPTION OF PLACE OF BUSINESS _____
 Lot _____ Block _____ Subdivision _____
 MAILING ADDRESS 526 Shoup Ave W Ste L, Twin Falls, Id 83301
 CONTACT PERSON Daniel S. FUCHS PHONE # 208-308-6495

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

As provided by the laws of the City of Twin Falls, Idaho for the term ending **June 30, 2016** tendered herewith is the license fee of \$ 762.50 . (Ordinance #2708)

APPLICANT IS AN INDIVIDUAL PARTNERSHIP (____) CORPORATION (____)
 (Single member Limited Liability Company)

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

NAME: _____

NAME: _____

NAME: _____

IF A CORPORATION OR ASSOCIATION, NAME ALL OFFICERS:

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

DATE OF INCORPORATION OR ORGANIZATION _____

PLACE OF INCORPORATION OR ORGANIZATION _____

PRINCIPAL PLACE OF BUSINESS IN IDAHO _____

OWNER OF PREMISES (Please Print) David & Judith Woodhead

NAME OF PERSON WHO WILL MANAGE BUSINESS OF SELLING BEER AT RETAIL:
(Please Print) Debra Lee Hillius

(IF A PARTNERSHIP, ALL PARTNERS NEED TO SIGN)

SIGNATURE OF APPLICANT Daniel S. Fuchs

NAME (Please Print) Daniel S FUCHS

SIGNATURE OF APPLICANT _____

NAME (Please Print) _____

SIGNATURE OF APPLICANT _____

NAME (Please Print) _____

SIGNATURE OF APPLICANT _____





CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

FILED EFFECTIVE

2016 JAN 19 AM 11:23

SECRETARY OF STATE
STATE OF IDAHO

Title 30, Chapters 21 and 25, Idaho Code

Filing fee: \$100 typed, \$120 not typed

Complete and submit the application in duplicate.

1. The name of the limited liability company is:

Daniel S Fuchs LLC

(Remember to include the words "Limited Liability Company," "Limited Company," or the abbreviations L.L.C., LLC, or LC.)

2. The complete street and mailing addresses of the principal office is:

526 Shoup Ave W Ste L, Twin Falls, ID 83301

(Street Address)

(County Address) (City/State)

3. The name and complete street address of the registered agent:

Daniel S Fuchs

526 Shoup Ave W Ste L, Twin Falls, ID 83301

(Name)

(Address)

4. The name and address of at least one governor of the limited liability company:

Daniel S Fuchs

526 Shoup Ave W Ste L, Twin Falls, ID 83301

(Name)

(Address)

(Name)

(Address)

(Name)

(Address)

(Name)

(Address)

5. Mailing address for future correspondence (annual report notices):

526 Shoup Ave W Ste L, Twin Falls, ID 83301

(Address)

Signature of organizer(s).

Printed Name: Daniel S Fuchs

Signature: Daniel S. Fuchs

Printed Name: _____

Signature: _____

Secretary of State use only

IDAHO SECRETARY OF STATE

01/19/2016 05:00

CK:1316 CT:264456 BH:1509279

1@ 100.00 = 100.00 ORGAN LLC #2

W161062



CERTIFICATE OF ASSUMED BUSINESS NAME

Title 30, Chapter 21, Part 8, Idaho Code.

Filing fee: \$25.00.

FILED EFFECTIVE

2015 DEC 14 AM 9:05

SECRETARY OF STATE
STATE OF IDAHO

1. The assumed business name which the undersigned use(s) in the transaction of business is:

Marilyns

2. The individual and/or entity names and business address(es) of those doing business under the assumed business name (do not include the name you listed in #1):

Daniel S Fuchs 526 Shoup Ave W Ste K, Twin Falls, Id 83301
(Name) (Address)

(Name) (Address)

(Name) (Address)

(Name) (Address)

3. The general type of business transacted under the assumed business name is:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Retail Trade | <input type="checkbox"/> Construction | <input type="checkbox"/> Transportation and Public Utilities |
| <input type="checkbox"/> Wholesale Trade | <input type="checkbox"/> Agriculture | <input type="checkbox"/> Mining |
| <input type="checkbox"/> Services | <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Finance, Insurance, and Real Estate |

4. Mailing address for future correspondence:

Daniel S Fuchs
(Name)
526 Shoup Ave W Ste K
(Address)
Twin Falls ID 83301
(City) (State) (Zipcode)

5. Name and address for this acknowledgment copy is (if other than # 4):

(Name)

(Address)

(City) (State) (Zipcode)

Printed Name: Daniel S Fuchs

Signature: *Daniel S. Fuchs*

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Secretary of State use only

IDAHO SECRETARY OF STATE
12/14/2015 05:00
CK:13640 CT:138112 BH:1504276
1@ 25.00 = 25.00 ASSUM NAME #2

D183144

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this 6th day of Jan., 2016, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and Rydan Investments, LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Seastrom Commercial 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: Commercial.

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

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

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

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

WITNESSETH

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

I.

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

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

II.

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

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

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

III.

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

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

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

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

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

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

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

IV.

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

Developer agrees to pay the total extra cost of all additional materials, labor and equipment necessary to construct any streets the City requires to be wider or deeper than a standard street or any water or sewer lines the City requires to be larger than the size required to properly serve the

development. The requirement for wider and deeper streets shall be based on the City Master Street Plan. Requirements for larger water and sewer lines shall be based on the citywide sewer and water system sizing guidelines.

X.

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

XI

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

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

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

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

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

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

XII.

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

PUBLIC WAYS

(a) Required Improvements

- (1) Curb, gutter and sidewalk on all public street rights-of-way.
- (2) A standard residential street thirty six feet (36') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course on all public street rights-of-way serving residential use property.
- (3) Minor residential and private streets as specified in the City of Twin Falls Standard Drawings.
- (4) A standard commercial or collector street forty eight feet (48') wide with an eleven inch (11") gravel course and three inch (3") asphaltic concrete surface course on all public street rights-of-way serving commercial use property or as a collector street. Whenever a street serves an industrial use property the City Engineer will determine the appropriate structural section.
- (5) A service-road twenty four feet (24') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course and with concrete curb-gutter or curb and valley-gutter on all public service road rights-of-way.
- (6) A sidewalk five feet (5') wide minimum on all public pedestrian rights-of-way. Four foot (4') sidewalks by special permission of the City Council are allowed by City of Twin Falls Standard Drawings for minor residential streets under certain conditions.

- (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A tract of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to arterial and collector streets. Within that tract the developer shall install landscaping six feet (6') in depth with a sprinkler system and with grass and trees behind the curb line and shall also install a five foot (5') sidewalk. The landscaping will be maintained by the city and funded through a fee added to the water bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. TFCC §10-12-4.2(O).
 - (8) Street signs and traffic control devices on all public streets.
 - (9) Street lights as determined by City policy for street light installation.
- (b) City Costs
- (1) The cost of any street signs or traffic control devices installed by the City on new or existing streets.
 - (2) The cost of any required street lights (standard luminaires mounted on a wood pole). The Developer shall pay the extra cost of any decorative luminaries or poles. Prior approval will be required, and the cost of maintenance, replacement and power usage will be considered.
- (c) Required Inspections and Testing
- (1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

WATER SYSTEM

- (a) Required Improvements
- (1) Pursuant to City Code Section 7-8-3, 7-8-10 and 10-12-4.2 water line and fittings six inch (6") minimum diameter that will transport a flow of water, which will satisfy fire, domestic, other water demands of the development, based upon the City water pipe sizing plan and computer water model. Water line extension shall include connection from the existing City Water System to each building site and fire hydrants and then loop back to the City System in a manner that will provide a properly functioning system approved by the City Engineer, Water Superintendent and Fire

Chief. If the development is to be constructed in phases, the water system shall be looped back to the City system during the first phase. No dead-end lines will be allowed during any phase of the project.

- (2) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City water distribution network in accordance with existing sizing guidelines.
- (3) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users or creating a critical situation in the suppression of fires.
- (4) Fire hydrant connections and fire hydrants spacing to substantially comply with the minimum standards suggested by the Fire Rating Bureau and American Water Works Association. Fire hydrants are required in all developments.
- (5) One water service line shall be constructed to each building site at the time the water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way.

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

Water meter boxes will not be allowed in driveway approaches. Any cost associated in relocating meters from driveway approaches will be the responsibility of the Developer or Lot Owner. Temporary address or lot number signs shall be staked at the location where the water meter box is to be installed. The City may install multiple water meters in a single water meter box.

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

Developer. The City will make the necessary service line tap after payment of the required water connection general permit fees.

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

(b) City Costs

- (1) None.

(c) Required Inspections

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

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-7-4, 7-7-11 and 10-12-4.2 a waste water collection system (eight-inch (8") minimum diameter) that will transport a flow of waste water, under conditions of maximum and minimum discharge from the development, to the existing City waste water system.
- (2) Waste water sewer lines adjacent to or internal to the development will be sized to continue the orderly expansion of the City Waste Water Collection System in accordance with existing sizing guidelines and computer sewer model.
- (3) Manholes to provide access for maintenance and cleaning of the sewer lines located at any change of grade or alignment of the sewer, at the end of each sewer and spaced not more than four hundred feet (400') apart.
- (4) During construction of the curb the letter S shall be stamped into the top or face of the curb directly in front of the sewer service line location. The impression shall be not less than one and one half inches (1½") high.

(b) City Costs

(1) None.

(c) Required Inspections and Testing

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

DRAINAGE SYSTEM

(a) Required Improvements

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

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

(b) City Costs

(1) None.

(c) Required Inspections and Testing

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

GRAVITY IRRIGATION SYSTEM

(a) Required Improvements

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

- (b) City Costs
 - (1) None.
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

PRESSURE IRRIGATION SYSTEM

- (a) Required Improvements
 - (1) Pursuant to Section 7-8-3 of the City Code, the use of the City's potable water supply as the primary source of irrigation water in all new developments shall be prohibited. For purposes of this subsection, the term "new development" means any new subdivision or PUD, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or PUD. One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be deeded to the City of Twin Falls before the filing of the final plat for use in the City's pressurized irrigation system.
 - (2) Pressure irrigations water line and fittings shall be four inch (4") minimum diameter or larger that will transport a flow of water, which will satisfy all irrigation water demands of the development, based upon the computer irrigation water model that the developer's engineer has prepared.
 - (3) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City Pressure Irrigation water distribution network in accordance with existing sizing guidelines.
 - (4) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users. One pressure irrigation water service line shall be constructed to each subdivision

lot site at the time the pressure irrigation water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way. One Pressure irrigation water service line tap, irrigation box, and service line shall be constructed for each subdivision lot connected to the City pressure irrigation water system.

- (5) The Developer shall be responsible for all costs incurred in designing and installing the pressure irrigation station. This includes the land, pumps, motors, filters, buildings, delivery system to the station from the TFCC head gate, storage pond, Supervisory Control and Data Acquisition (SCADA) system, and power to the station.
 - (6) All pressure irrigation system plans must be prepared by the Developer's engineer shall be according to the City's standard specifications and drawings. Plans submitted to the City shall be signed by a Professional Engineer for review and final approval, before the City Engineer will sign the plat or approve construction plans.
 - (7) The Pressure Irrigation System shall be located with in 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.

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:

SEASTROM COMMERCIAL 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

Robert Seastrom

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

On this 14th day of January, 2016, before me, the undersigned, a Notary Public for Idaho, personally appeared Robert Seastrom, 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



Monday April 18, 2016
To: City Council
From: Mayor Shawn Barigar

Request:

Consideration of a request to confirm the appointment of Andrew DiPietro and the reappointment of Brad Wills to the Development Impact Fee Advisory Committee.

Time Estimate:

The presentation will take approximately 3 minutes. Following the presentation, additional time may be necessary for questions.

Background:

John Bonnet and Tony Hughes recently completed their terms on the Development Impact Fee Advisory Committee. These two gentlemen have been on that Committee since its beginning. They were appointed to 2-year partial terms and then to two full 3-year terms after that. They have been the foundation of that Committee for 8 years and they will be missed. Their departure creates two vacant seats on the Committee.

City Staff published the vacancies for this Committee, but did not receive any applications. The City Council recently confirmed appointments to the Planning & Zoning Commission. There were well qualified applicants for P&Z that were not able to be appointed to that Commission simply because there were more applicants than positions. City Staff reached out to those P&Z applicants who were not appointed to see if they had an interest in serving on this Committee. One of them, Andrew DiPietro, was excited about the opportunity and submitted the attached letter. Andrew was recently interviewed for the P&Z commission, so I did not feel it would be necessary to interview him again. I did discuss his appointment with Deputy City Manager Humble and Councilman Talkington, the Committee's liaison. We all agree that Andrew would be a good addition to the Committee.

In addition, Brad Wills has completed his first term on the Committee. Brad is eligible for, and has requested to be reappointed. Brad has great attendance at the meetings. He is currently the Committee's vice chairman as well. I discussed Brad's reappointment with Deputy City Manager Humble and Councilman Talkington. We all agree that Brad should be reappointed to the Committee as well.

Approval Process:

City Code 2-11-3(A) says that members of the Development Impact Fee Advisory Committee are appointed by the Mayor and confirmed by the City Council.

Budget Impact:

None

Regulatory Impact:

Approval of this request will get the Development Impact Fee Advisory Committee to eight of the nine members. There will still be one vacancy on the Committee.

Conclusion:

I request that the Council confirm the appointment of Andrew DiPietro and the reappointment of Brad Wills to the Development Impact Fee Advisory Committee.

Attachment:

Letter from Andrew DiPietro

Andrew J. DiPietro
1990 9th Ave East
Twin Falls, Idaho

March 25, 2016

Troy Vitek
Engineering Department
City of Twin Falls

Re: Development Impact Fee and Reimbursement Committee

Dear Mr. Vitek,

I am formally writing to express my interest in one of the two seats available on the Twin Falls City Development Impact Fee and Reimbursement Committee. As a lifelong citizen of this City, I would be honored to serve.

In my line of work as a Project Manager for a Commercial General Contractor, I have worked with the Impact Fees countless times. Many of the Design / Build projects we look at require us to obtain the building permit which also requires us to accurately account for the Impact Fees that will need to be collected from the Owner. Although I have worked on collecting these fees, I would look forward to the opportunity of working on this committee to be part of the processes following. I have researched many of the available items from the meetings on the City website as well and find them of great benefit to know what function this committee serves to the City budget.

I wholeheartedly believe I could put my experience to good use by serving on this committee and look forward to discussing this opportunity further, should my attached current resume and this letter bring about some interest from you and your team.

Sincerely,

A handwritten signature in black ink, appearing to read 'ADP', is centered on a light gray rectangular background.

Andrew J. DiPietro

208.490.7595

andrewjdipietro@gmail.com

Andrew J. DiPietro
1990 9th Ave East
Twin Falls, Idaho

Current Resume

Objective:

I am seeking a seat on the Development Impact Fee and Reimbursement Committee to be involved in my community in an area I have experience in. I would like to use my skills, talents, work ethic and integrity for a benefit to the Committee and the Community. I am especially successful at critical thinking, research, and managing, budgeting, planning, estimating and group collaboration. I also thrive in an environment of business development and operations. During my coming up through the ranks in the construction industry in Twin Falls, I have always been very interested in the advancements the City has made to control the growth, under a clear vision from the City Leaders.

Petersen Brothers Construction

My role at this organization has been as a Project Manager on mid-size commercial construction projects. This includes working with the Owners and Design Teams as well as the Architects, Engineers and Sub-Contractors for the best possible outcome for the project. During my time here, as Petersen Brothers Construction has grown, I have lead the way on implementing many constructive changes that have helped to streamline the internal operations dealing with the growth.

I was, or am currently, the Project Manager for the following projects:

- CSI Refugee Center Addition and Remodel (complete)
- EHM Testing Lab (complete)
- Shoshone ITD Maintenance Building (complete)
- Homestyle Direct (complete)
- Agri-Service Corporate Headquarters (complete)
- Eagle Eye Expansion (complete)
- Plant Therapy (underway)
- Urgent Care of Twin Falls (underway)
- Magic Valley Regional Airport Expansion and Remodel (underway)

I am also involved with the Idaho Chapter of the Associated General Contractors of America on both the Legislative Committee and the Building Committee.



Date: Monday, April 18th, 2016
To: Honorable Mayor and City Council
From: Jarrod Bordi, Building Official
Brady D. Dickinson, Twin Falls School District

Request:

Consideration of a request from Brady D. Dickinson of the Twin Falls School District to waive the building permit fees for interior remodels of the District Office located at 201 Main Ave W. and the modular classroom located at 616 Eastland Dr.

Time Estimate:

The request should take approximately 10 minutes.

Background:

The Twin Falls School District recently submitted applications for building permits to remodel the interior of the District Office and a modular classroom. The Twin Falls School District has submitted a letter requesting that the building permit fees be waived for these projects. The estimated building permit fees associated with these projects are as follows:

- Permit fee \$2,725
- Plan review fee \$1,771.25
- Mechanical permit fee \$621
- Electrical permit fee \$1,364.84
- Plumbing permit fee \$472
- Total \$6,954.09

Approval Process:

Approval of this request requires a simple majority (50%+1) of the members in attendance at this meeting.

Budget Impact:

Approval of this request will allow the applicant to proceed with their building permit without paying the \$6,954.09 in building permit fees.

Regulatory Impact:

There is no significant regulatory impact associated with approval of this request.

Conclusion:

Staff recommends that the Council consider the request and take whatever action the Council determines is appropriate.

Attachments: Request Letter and copy of building permit applications.



Twin Falls School District #411
201 Main Ave. W
Twin Falls, ID 83301

P 208.733.6900
F 208.733.6987
www.tfsd.k12.id.us

Dr. Brady D. Dickinson, Director of Operations and Educational Technology

April 13, 2016

City of Twin Falls
Twin Falls, ID 83301

Dear Mr. Rothweiler,

On behalf of the Twin Falls School District #411 Board of Trustees I would like to request our permit fee be waived for both our district office remodel project as well as the project to relocate a modular building from Morningside Elementary to the Bridge Academy.

The Twin Falls School District has a long standing partnership with the city of Twin Falls. We are both supported by tax dollars and have limited resources. Our partnership includes a shared use agreement that allows both the city and school district to use each other's facilities. This partnership has worked out well. Last year the city agreed to waive the permit fees on our new school projects. We are extremely thankful for this action as it allows us to maximize the money we do have.

If you have any questions or comments please do not hesitate to contact me at the numbers above. I look forward to continuing to strengthen the partnership we enjoy with the city of Twin Falls.

Sincerely,

Dr. Brady D. Dickinson, PH.D
Director Educational Technology & Operations

Project Type: Commercial Building Permit
Permit Type: Commercial New Construction



Applied Date: 03/08/2016

Building Permit Application

Address: 616 EASTLAND DR

Permit No.: 16-0577

Owner Name: Twin Falls School District #411
Bridge Academy
Twin Falls ID 83301

Contractor: Owner/Builder

Phone:
Contractor License/Registration #

Permit Information

Description of Work	Set Modular Building For Classroom
Property Location in City Limits	Y
Number of Dwelling Units	1.00
Project Value	44,500.00
Impact Fee Type	Institutional

Fee Date	Description	Qty/Hrs	Fee Waived	City Amount	Total
03/08/2016	Permit Fee Commercial City	44,500.00	No	532.00	532.00
03/08/2016	Plan Review Fee Comm. City		No	345.80	345.80
				Total Fees:	877.80
				Payment Amount:	0.00
				Amount Due:	877.80

Building Permit Application Only - This is not an approved permit

This application is not transferable and becomes null and void if work is not commenced within 180 days.

Property Owners: By signing this form you are certifying that you are the legal owner and will personally perform the work covered by this permit. You recognize that this permit is only valid for the work on a primary or secondary residence and associated outbuildings not used for commercial purposes. By signing this, you accept responsibility for all work being performed, and understand that all work must be inspected by the City of Twin Falls, Building Department.

Signature: _____

Date: _____

Project Type: Commercial Building Permit
Permit Type: Commercial Remodel



Applied Date: 03/23/2016

Building Permit Application

Address: 616 EASTLAND DR

Permit No.: 16-0724

Owner Name: Twin Falls School District #411
201 Main Ave W
Twin Falls ID 83301

Contractor: Creative Carpentry, Inc.
134 Ostrander St
Twin Falls ID 83301
Phone: 208 733-3180 208-420-9154
Contractor License/Registration # RCE-637

Permit Information

Description of Work	Interior Remodel Existing Modular
Property Location in City Limits	Y
Number of Dwelling Units	1.00
Building Total Sq. Ft.	3,541.00
Project Value	5,400.00
Impact Fee Type	N/A

Fee Date	Description	Qty/Hrs	Fee Waived	City Amount	Total
03/23/2016	Permit Fee Commercial City	5,400.00	No	113.00	113.00
03/23/2016	Plan Review Fee Comm. City		No	73.45	73.45
				Total Fees:	186.45
				Payment Amount:	0.00
				Amount Due:	186.45

Building Permit Application Only - This is not an approved permit

This application is not transferable and becomes null and void if work is not commenced within 180 days.

Property Owners: By signing this form you are certifying that you are the legal owner and will personally perform the work covered by this permit. You recognize that this permit is only valid for the work on a primary or secondary residence and associated outbuildings not used for commercial purposes. By signing this, you accept responsibility for all work being performed, and understand that all work must be inspected by the City of Twin Falls, Building Department.

Signature: _____

Date: _____

Project Type: Commercial Building Permit
Permit Type: Commercial Remodel

Applied Date: 04/05/2016



Building Permit Application

Address: 201 MAIN AVE W

Permit No.: 16-0845

Owner Name: Twin Falls School District #411
201 Main Ave W
Twin Falls ID 83301

Contractor: Starr Corporation
2995 E 3600 N
Twinfalls ID 83301
Phone: 208 733-5695
Contractor License/Registration # RCE-685

Permit Information

Description of Work	Interior Remodel - Administration Office
Property Location in City Limits	Y
Lot Number	Multiple Lots
Subdivision Name	Twin Falls Townsite
Number of Dwelling Units	1.00
Project Value	336,868.40
Impact Fee Type	N/A

Fee Date	Description	Qty/Hrs	Fee Waived	City Amount	Total
04/05/2016	Permit Fee Commercial City	336,868.40	No	2,080.00	2,080.00
04/05/2016	Plan Review Fee Comm. City		No	1,352.00	1,352.00
04/05/2016	Sewer Capacity Commercial		No	0.00	0.00
				Total Fees:	3,432.00
				Payment Amount:	0.00
				Amount Due:	3,432.00

Building Permit Application Only - This is not an approved permit

This application is not transferable and becomes null and void if work is not commenced within 180 days.

Property Owners: By signing this form you are certifying that you are the legal owner and will personally perform the work covered by this permit. You recognize that this permit is only valid for the work on a primary or secondary residence and associated outbuildings not used for commercial purposes. By signing this, you accept responsibility for all work being performed, and understand that all work must be inspected by the City of Twin Falls, Building Department.

Signature: _____

Date: _____



Date: Monday, April 18, 2016
To: Honorable Mayor and City Council
From: Chief Craig Kingsbury, Twin Falls Police Department

Request:

Consideration of a request to revise the amendment to Twin Falls City Code 3-14-4 and 3-14-6.

Time Estimate:

Staff requests approximately 10 minutes to provide the proposed amendment and to answer any questions the Council may have.

Background:

Section 3-14-4 of the current City Ordinance for Transient Vendors was brought before the Council last week. Council approved that the transient vendor license applications be referred to the Twin Falls Police Department so an investigation can be conducted to determine the applicant's suitability. Further discussion was needed regarding the license renewal time line set forth in Section 3-14-6. The current ordinance allows a transient vendor license to be issued for three (3) months with a possible one (1)-month renewal period upon payment of an additional \$15.00 fee. The current ordinance allows the transient vendor license to be in effect for a maximum four (4)-month period each year.

The proposed amendment to Twin Falls City Code 3-14-6 would allow a transient vendor license to be issued for a period of three (3) months with a possible renewal time period of an additional three (3)-months for an added \$25.00 fee. The renewal period would run consecutively to the initial license term. The licensee would not be eligible to apply for a new transient vendor license for a period of six (6) months.

Approval Process:

Approval by the City Council.

Budget Impact:

There will be no impact to the City budget.

Regulatory Impact:

Approval of this request will amend City Code as proposed.

Conclusion:

Staff recommends that the Council approve the request to amend the current City Transient Vendor License Code as presented.

Attachments:

1. Proposed Amendment to City Ordinance 3-14-4 and 3-14-6

CSK: aed

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING TWIN FALLS CITY CODE 3-14-4 AND 3-14-6, PROVIDING FOR THE INVESTIGATION AND FEES FOR TRANSIENT MERCHANTS, VENDORS, PEDDLERS AND SOLICITORS.

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

Section 1: That Twin Falls City Code 3-14-4 is amended as follows:

“3-14-4: INVESTIGATION AND ISSUANCE; CONTENTS OF LICENSE:

(A) Investigation And Issuance: ~~Upon receipt of the application, the Chief of Police shall cause such investigation of the applicant's business responsibility or moral character to be made. The Chief of Police may utilize such departments of the City, County or State as deemed appropriate in the aid of the investigation. When the Chief of Police requests a eriminal history record check by the Criminal Identification Bureau of the Department of Law Enforcement, State of Idaho, the Chief of Police shall forward the applicant's fingerprints to the Criminal Identification Bureau for a Statewide criminal history check. Upon receipt of an application for any license under this chapter, the application shall be referred to the Twin Falls Police Department which shall conduct an investigation to determine the suitability of the applicant to be licensed. The investigation shall require an applicant to provide information and fingerprints necessary to obtain criminal history information from the Idaho State Police and the Federal Bureau of Investigation pursuant to Idaho Code 67-3008 and Public Law 92-544 (28 CFR Part 20). The Twin Falls Police Department shall submit a set of fingerprints obtained from the applicant and the required fees to the Idaho State Police Bureau of Criminal Identification for a criminal records check of state and national databases. The submission of fingerprints and information required by this section shall be on forms prescribed by the Idaho State Police. The Twin Falls Police Department is authorized to receive criminal history information from the Idaho state police and from the Federal Bureau of Investigation for the purpose of evaluating the fitness of an applicant for licensure. As required by state and federal law, further dissemination or other use of the criminal history information is prohibited. The applicant shall pay, in advance, the fees required by the Idaho State Police Bureau of Criminal Identification for the criminal records check.~~

As a result of the investigation, if the applicant's character and business responsibility are found to be unsatisfactory, the application shall be denied. If, as a result of the investigation, the character and business reputation appear to be satisfactory, the City Clerk shall so certify in writing and license shall be issued if all of the requirements of this Chapter have been met.

(B) Record: The City Clerk shall keep a full record in his office of all licenses issued, and each such license shall contain the number of the license, the date the same was issued,

the nature of the business authorized to be carried on, the amount of the license fee paid, the expiration date of the license, and the place where such business may be carried on under said license, the name or names of the person or persons authorized to carry on the same.”

Section 2: That Twin Falls City Code 3-14-6 is amended as follows:

“3-14-6: FEES, TERMS OF LICENSE:

The license fee for any peddler, solicitor, canvasser, transient, itinerant merchant or vendor shall be twenty-five dollars (\$25.00), payable in advance. This license shall be valid for a term of three (3) months and renewable no more than once every three may be extended an additional (3) months at the end of the original term, for an additional fee of twenty-five dollars (\$25.00). Each renewal shall be at a cost of fifteen dollars (\$15.00) and be valid for thirty (30) days. Upon the expiration of the original term or extended term, if applicable, a licensee shall not be eligible to apply for a new license for a period of six (6) months.

PASSED BY THE CITY COUNCIL,

, 2016.

SIGNED BY THE MAYOR,

, 2016.

MAYOR

ATTEST:

DEPUTY CITY CLERK



Public Meeting: **MONDAY April 18, 2016**

To: Honorable Mayor and City Council

From: Mitch Humble, Deputy City Manager

ITEM II-

Request: For the City Council's consideration to adopt an ordinance for a **Zoning Title Amendment** to delete City Code 10-7-13 Vehicle Stacking Requirements for drive-through facilities. c/o City of Twin Falls (app. 2767)

Time Estimate: Staff presentation will be less than five (5) minutes. This is not a public hearing item, there may be additional time needed for questions by the City Council.

History:

On **February 23, 2016**, the Planning and Zoning Commission held a public hearing on this request. No public comment was made. Upon conclusion of the Commission deliberations, the motion to recommend approval passed by unanimous vote by all members present.

On **April 4, 2016**, the City Council held a public hearing. Upon conclusion of the public hearing and discussion Councilmember Talkington made a motion to approve the request as presented. The motion was seconded by Councilmember Hawkins. All members present voted in favor of the motion.

Conclusion:

As Directed By The Council, Staff Has Prepared An Ordinance For Your Consideration.

Staff Recommends The City Council Adopt The Ordinance So It Can Be Published And Codified.

Attachments:

1. Ordinance (1)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, REPEALING TWIN FALLS CITY CODE 10-7-13.

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

That Twin Falls City Code 10-7-13 is hereby repealed.

PASSED BY THE CITY COUNCIL, _____, 2016.

SIGNED BY THE MAYOR _____, 2016.

MAYOR

ATTEST:

DEPUTY CITY CLERK



Monday April 18, 2016
To: City Council
From: Jackie Fields, City Engineer

Request:

A request to adopt an amendment to Resolution 1167 regarding an updated standard development agreement and development conditions.

Time Estimate:

The staff presentation will take about five minutes. Following the presentation, additional time may be needed for questions and discussion.

Background:

City Code 10-11-10(A) says, "Resolutions of the council that pertain to required improvements are 1167, 1168 and 1182 and their current amendments. The provisions of said resolutions shall supersede any conflict with conditions set forth in this title." Resolution 1167 adopts the City's Standard Development Agreement and can include development conditions necessary to clarify development requirements as needed. The City Attorney and staff reviewed the City's adopted Standard Development Agreement. It is several years old and is in need of an update. The City Attorney prepared an update to the Standard Development Agreement (Attached) and recommends that this updated agreement be adopted. If adopted, the attached resolution, Amended Resolution No. 1167, will adopt the updated Standard Development Agreement. The Attached resolution also includes a clarification to the City's storm water retention design frequency calculation. The calculations included in the resolution are consistent with the City's current design policy. They are being included in the resolution to provide clear direction on the City's retention design requirements.

Approval Process:

A simple majority vote of the Council is needed to adopt the attached resolution.

Budget Impact:

There is no significant budget impact associated with approval of this request.

Regulatory Impact:

Approval of this request will update the City's Standard Development Agreement and adopt a storm water retention design standard consistent with the City's current policy.

Conclusion:

Staff and the City Attorney recommend that the City Council adopt the attached amended resolution as presented.

Attachment:

Amended Resolution No. 1167

AMENDED RESOLUTION NO. 1167

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, ADOPTING AN UPDATED STANDARD DEVELOPMENT AGREEMENT, WHICH AGREEMENT APPORTIONS RESPONSIBILITIES AND COSTS BETWEEN THE CITY OF TWIN FALLS AND DEVELOPERS WHO DESIRE CERTAIN PUBLIC IMPROVEMENTS AND CITY SERVICES; REQUIRING EXECUTION OF THE AGREEMENT AS A CONDITION OF APPROVAL OF ANY DEVELOPMENT PLANS REQUIRING PUBLIC IMPROVEMENTS; MODIFYING THE DESIGN FREQUENCY FOR STORMWATER RETENTION FACILITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1: That the attached agreement entitled "Improvement Agreement for Developments", which agreement, among other things, provides for the improvements to developments, for the apportionment of responsibilities and costs for such improvements, is hereby adopted as the uniform standard development agreement, to be signed by the City of Twin Falls and any developer desiring city services and participation in acquiring certain public improvements.

Section 2: That approval of any preliminary plat or other development plans requiring certain public improvements shall be subject to execution of the standard agreement hereby adopted.

Section 3: That retention facilities shall be sized for stormwater by using the design frequency of 25-year storm of 1.6 inches, calculated as follows:

$V_t = 1.6A/12$, where V_t = Volume required (acre-feet), 1.6 = 24-hour rainfall depth (inch) on a 25-year storm frequency, and A = Tributary area.

Section 4: That this resolution shall be effective upon passage and execution by the Mayor.

PASSED BY THE CITY COUNCIL
SIGNED BY THE MAYOR

April 18, 2016.
April 18, 2016.

MAYOR

ATTEST:

DEPUTY CITY CLERK

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 _____ hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development

_____.

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:

_____.

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

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

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

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

WITNESSETH

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

I.

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

II.

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

a. Surety Bond

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

satisfaction of the Council.

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

III.

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

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

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

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

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

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

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

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

IV.

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

V.

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

VI.

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

VII.

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

VIII.

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

improvements.

IX.

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

X.

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

XI

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

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

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

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

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

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

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

XII.

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

PUBLIC WAYS

(a) Required Improvements

- (1) Curb, gutter and sidewalk on all public street rights-of-way.
- (2) A standard residential street thirty six feet (36') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course on all public street rights-of-way serving residential use property.
- (3) Minor residential and private streets as specified in the City of Twin Falls Standard Drawings.
 - (4) A standard commercial or collector street forty eight feet (48') wide with an eleven inch (11") gravel course and three inch (3") asphaltic concrete surface course on all public street rights-of-way serving commercial use property or as a collector street. Whenever a street serves an industrial use property the City Engineer will determine the appropriate structural section.
- (5) A service-road twenty four feet (24') wide with an eight inch (8") gravel

course and two inch (2") asphaltic concrete surface course and with concrete curb-gutter or curb and valley-gutter on all public service road rights-of-way.

- (6) A sidewalk five feet (5') wide minimum on all public pedestrian rights-of-way. Four foot (4') sidewalks by special permission of the City Council are allowed by City of Twin Falls Standard Drawings for minor residential streets under certain conditions.
- (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A tract of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to arterial and collector streets. Within that tract the developer shall install landscaping six feet (6') in depth with a sprinkler system and with grass and trees behind the curb line and shall also install a five foot (5') sidewalk. The landscaping will be maintained by the city and funded through a fee added to the water bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. TFCC §10-12-4.2(O).
- (8) Street signs and traffic control devices on all public streets.
- (9) Street lights as determined by City policy for street light installation.

(b) City Costs

(1) The cost of any street signs or traffic control devices installed by the City on new or existing streets.

(2) The cost of any required street lights (standard luminaires mounted on a wood pole). The Developer shall pay the extra cost of any decorative luminaries or poles. Prior approval will be required, and the cost of maintenance, replacement and power usage will be considered.

(c) Required Inspections and Testing

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

WATER SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-8-3, 7-8-10 and 10-12-4.2 water line and

fittings six inch (6") minimum diameter that will transport a flow of water, which will satisfy fire, domestic, other water demands of the development, based upon the City water pipe sizing plan and computer water model. Water line extension shall include connection from the existing City Water System to each building site and fire hydrants and then loop back to the City System in a manner that will provide a properly functioning system approved by the City Engineer, Water Superintendent and Fire Chief. If the development is to be constructed in phases, the water system shall be looped back to the City system during the first phase. No dead-end lines will be allowed during any phase of the project.

- (2) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City water distribution network in accordance with existing sizing guidelines.
- (3) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users or creating a critical situation in the suppression of fires.
- (4) Fire hydrant connections and fire hydrants spacing to substantially comply with the minimum standards suggested by the Fire Rating Bureau and American Water Works Association. Fire hydrants are required in all developments.
- (5) One water service line shall be constructed to each building site at the time the water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way.

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

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

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

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

(b) City Costs

- (1) None.

(c) Required Inspections

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

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

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

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

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

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

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

DRAINAGE SYSTEM

(a) Required Improvements

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

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

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

GRAVITY IRRIGATION SYSTEM

- (a) Required Improvements
 - (1) Any pipe, boxes or other appurtenances necessary to convey all irrigation water in underground pipe across the development and any adjacent public property. Irrigation facilities outside an established City irrigation district shall be constructed in an irrigation easement on private property except where it is necessary for irrigation water to cross the public right-of-way and all such crossings shall be perpendicular to the center line of said right-of-way unless otherwise approved by the City Engineer due to some unusual condition.
- (b) City Costs
 - (1) None.
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

PRESSURE IRRIGATION SYSTEM

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

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

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

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

(7) The Pressure Irrigation System shall be located within easements, right of ways and/or property deeded to the City of Twin Falls.

(b) City Cost.

(1) None

(c) Required Inspections and Testing

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

SPECIAL FEATURES

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

a) Required Improvements

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.

Notary Public for Idaho
Residing at Twin Falls, Idaho

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



Date: April 18, 2016

To: Honorable Mayor and City Council

From: Robert Bohling, Twin Falls Water Superintendent

Request: Review of test notices and timeframe given to meet requirements.

Time Estimate: 15-20 Minutes

Background: Currently we give citizens 120 days to get test reports returned to us which is basically most of the irrigation season. With the amount of tests needing done and people being lax on getting them done, it is basically giving them all summer to think about getting their backflow tests done in a timely manner. We currently have around 6,000 accounts to send letters out to. This is jamming up the testers and our program as we don't send all letters out at the same time. People that get a test notice later in the year are having to compete with people that have had a notice for 2-3 months and still haven't had their test done. This makes it hard for the testers to get everyone done then, from everyone waiting to the last minute. We propose going to a 30 day notice, a 15 day non-compliance, and a 10 day final notice to shorten up this process.

Approval Process: Because this is a controversial topic staff is requesting Council input on the backflow assembly testing process.

Budget Impact: None

Regulatory Impact: None

Conclusion: Staff recommends this change to help smooth out the testing and reporting process.

Attachments: Scheduled Test Notice, Notice of Non-Compliance, and Final Test Notice, and City Code on Cross-Connection Control.

Office of
Backflow Specialist



119 South Park Ave W
Twin Falls, Idaho 83301
Phone: (208) 736-2274
Fax: (208) 736-1500
Email: Backflow@tfid.org

«PREPARE_DT»

«CONTACT»

«MAIL_NAME»

«MAIL_ADDR1»

«MAIL_ADDR2»

«CITY_STATE» «POSTAL_ZIP»

Account No. «AccountID»
Scheduled Test Notice

30 Days

Test to be completed by the end of «TestDue»

«AttnLine»

As your water provider we are required by the State to confirm that all required backflow assemblies have been inspected by a state licensed tester. (Idaho Rules for Public Drinking Water, IDAPA 58.01.08.552.06) According to our records, the backflow assembly(s) listed below is (are) due for testing.

<i>Serial #</i>	<i>Location</i>
«SerialNumber»	«Location»
«SerialNumber2»	«Location2»
«SerialNumber3»	«Location3»
«SerialNumber4»	«Location4»
«SerialNumber5»	«Location5»
«SerialNumber6»	«Location6»

As the customer it is your responsibility to:

- Maintain and test your backflow assembly annually.
- Schedule and pay for the cost of this test.
- Ensure that the City of Twin Falls receives results within 20 days of the actual test.

Failure to test your backflow assembly each year will result in termination of service.

Thank you for working with us to protect your drinking water. Your prompt response is greatly appreciated. Please do not hesitate to contact us with any questions or concerns.

Sincerely,

Wally Kendrick

«DistrictContact»

«ContactTitle»

«ContactPhone»

Office of
Backflow Specialist



119 South Park Ave W
Twin Falls, Idaho 83301
Phone: (208) 736-2274
Fax: (208) 736-1500
Email: Backflow@tfid.org

«PREPARE_DT»

«CONTACT»

«MAIL_NAME»

«MAIL_ADDR1»

«MAIL_ADDR2»

«CITY_STATE» «POSTAL_ZIP»

15 Days

Account No. «AccountID»
Notice of Non-Compliance

ATTN: «Contact»

As your water provider we are required by the State to confirm that all required backflow assemblies have been inspected by a state licensed tester. (Idaho Rules for Public Drinking Water, IDAPA 58.01.08.552.06)

The backflow device(s) listed below must be tested before «**DEADLINE**» to avoid termination of service. (City Code Title 7 Chapter 9-12)

<i>Serial #</i>	<i>Location</i>
«SerialNumber»	«Location»
«SerialNumber2»	«Location2»
«SerialNumber3»	«Location3»
«SerialNumber4»	«Location4»
«SerialNumber5»	«Location5»
«SerialNumber6»	«Location6»

As the customer it is your responsibility to:

- Maintain and test your backflow assembly annually.
- Schedule and pay for the cost of this test.
- Ensure that the City of Twin Falls receives results within 20 days of the actual test.

Failure to test your backflow assembly each year will result in termination of service.

Thank you for working with us to protect your drinking water. Your prompt response is greatly appreciated. Please do not hesitate to contact us with any questions or concerns.

Sincerely,

«DistrictContact»

«ContactTitle»

«ContactPhone»

Office of
Backflow Specialist



119 South Park Ave W
Twin Falls, Idaho 83301
Phone: (208) 736-2274
Fax: (208) 736-1500
Email: Backflow@tfid.org

«PREPARE_DT»

«CONTACT»

«MAIL_NAME»

«MAIL_ADDR1»

«MAIL_ADDR2»

«CITY_STATE» «POSTAL_ZIP»

Account No. «AccountID»

Final Notice

10 Days

RE: Backflow Prevention Testing

Dear «SALUT_LAST»:

According to our records, the following backflow prevention device(s) installed on your premise have not been tested

«DEVICESDUE»

Previous to this, two letters have been sent requesting backflow devices testing. The first being dated «DT1STLETTR» and the second «DT2NDLETTR».

The backflow device(s) listed above must be tested before «**DEADLINE**» to **avoid termination of service**. (City Code Title 7 Chapter 9-12)

Please be prepared to provide information regarding who will be performing the testing and when it has been scheduled.

Your prompt attention to this matter is necessary. Please provide this test paperwork to the certified tester.

Please disregard this letter if you have already submitted the annual test report form.

Sincerely,

Wally Kendrick

«DistrictContact»

«ContactTitle»

«ContactPhone»

Chapter 9

CROSS CONNECTION CONTROL

http://sterlingcodifiers.com/codebook/index.php?book_id=379&chapter_id=12235

7-9-1: DEFINITIONS:

7-9-2: WATER SUPPLY PROTECTION:

7-9-3: DUTY TO INSTALL AND INSPECT ANNUALLY:

7-9-4: NEW CONSTRUCTION:

7-9-5: INSTALLATION REQUIRED:

7-9-6: EXISTING EQUIPMENT:

7-9-7: REPAIR AND MAINTENANCE OF EQUIPMENT:

7-9-8: ACCESS FOR INSPECTION:

7-9-9: CERTIFIED BACKFLOW TECHNICIAN:

7-9-10: NOTIFICATION OF PUBLIC:

7-9-11: RECORDS:

7-9-12: VIOLATIONS:

7-9-1: DEFINITIONS:  

BACK PRESSURE: A pressure, higher than the supply pressure, caused by a pump, elevated tank, boiler, or any other means that may cause backflow.

BACK SIPHONAGE: The flowing back of used water or other liquids, mixtures or substances into the distribution pipes of a potable water supply system from any source other than the intended source, caused by the reduction of pressure in the potable water supply system.

BACKFLOW: The reversal of the normal flow of water in a potable water distribution system as a result of cross connection.

BACKFLOW PREVENTION DEVICE OR ASSEMBLY: A device, assembly or means designed to prevent backflow. See plumbing code, as adopted for specifications of such devices or assemblies.

CROSS CONNECTION: Any actual or potential connection between a potable water system and any other source or system through which it is possible to introduce into the public drinking water system any used water, industrial fluid, gas or substance other than the intended potable water. (Ord. 2638, 12-27-1999; amd. Ord. 2671, 10-30-2000; Ord. 3072, 6-2-2014)

http://sterlingcodifiers.com/codebook/index.php?book_id=379&chapter_id=12235#s976180

7-9-2: WATER SUPPLY PROTECTION:  

No water service connection to any premises shall be installed or maintained by the city or any other water utility, unless the water supplying the premises is protected as required by state and city laws and regulations. Atmospheric and pressure vacuum breakers must be approved by the International Association Of Plumbing And Mechanical Officials. It shall be the responsibility of the owner of occupiable premises to effect installation and inspections as required herein, and to immediately give notice to the supplier water utility of any deficiencies of his/her water system in that regard. (Ord. 2671, 10-30-2000)

http://sterlingcodifiers.com/codebook/index.php?book_id=379&chapter_id=12235#s976181

7-9-3: DUTY TO INSTALL AND INSPECT ANNUALLY:

It shall be the responsibility of the owner of property where water is consumed to purchase, install, test and maintain backflow prevention devices or assemblies commensurate with the degree of hazard wherever it will be possible for used, unclean, polluted or contaminated water, mixtures, or substances to enter any portion of his/her potable water system, and to otherwise control cross connections. Such owner shall have certified inspections and operational tests made at least once a year at the owner's own expense. Where the city deems the hazard to be great, the city may require the owner to have such inspections and tests at a more frequent interval as prescribed by the city. All such tests shall be made according to the standards set forth by the state of Idaho department of environmental quality (DEQ). Test reports will be made in triplicate, with copies going to the owner, the city water department and one retained by the inspector for their records. (Ord. 2671, 10-30-2000)

http://sterlingcodifiers.com/codebook/index.php?book_id=379&chapter_id=12235#s976182

7-9-4: NEW CONSTRUCTION:

The building official of the city and the state plumbing inspector will review all plans and inspect new construction to ensure that unprotected cross connections are not an integral part of the owner's water system. If a cross connection cannot be eliminated, protection will be required. Installation of an air gap or other approved backflow prevention device or assembly, in accordance with the plumbing code, Idaho Code 37-2102, IDAPA 58.01.08, table 900.02, and the current edition of the "Accepted Procedures And Practice In Cross Connection Control Manual - Pacific Northwest Section Of American Water Works Association (AWWA)", as adopted. Water vacating the drinking water supply must do so by means of an approved air gap or mechanical backflow prevention device or assembly as required by said code. The owner shall provide the building official with verification of a certified test of the backflow prevention device or assembly before a certificate of occupancy is issued. (Ord. 2719, 4-15-2002; amd. Ord. 3072, 6-2-2014)

http://sterlingcodifiers.com/codebook/index.php?book_id=379&chapter_id=12235#s976183

7-9-5: INSTALLATION REQUIRED:

Whenever the city deems that a service connection's water usage contributes a sufficient hazard to the water supply and a property owner has not made appropriate installation, the installation of an approved backflow prevention device or assembly shall be required on the lateral service line of the owner's water system, at or near the property line, or immediately inside the building being served, but before the first branch line leading off the lateral service line in any event. The type of protective device or assembly required shall comply with local and state requirements. The owner shall provide the city water department with a certified test of such backflow prevention devices or assemblies within ten (10) working days after their initial installation in order to determine their adequacy. (Ord. 2638, 12-27-1999)

http://sterlingcodifiers.com/codebook/index.php?book_id=379&chapter_id=12235#s976184

7-9-6: EXISTING EQUIPMENT:

All backflow prevention assemblies existing, which do not meet the requirements hereof shall nonetheless be required to comply with the requirements of this chapter. Backflow prevention assemblies that are

deemed by the building official or the water department to be nonetheless adequate for the purposes intended, in which event compliance with any particular provision hereof may be waived in writing by the city. Such previously existing assemblies shall be subject in any event to the periodic inspection and testing. Whenever an existing assembly is moved to another location, or requires more than minimum maintenance, or where it is determined to constitute a hazard to health, the unit shall be replaced by an approved backflow prevention device or assembly meeting the requirements of this chapter. (Ord. 2638, 12-27-1999)

http://sterlingcodifiers.com/codebook/index.php?book_id=379&chapter_id=12235#s976185

7-9-7: REPAIR AND MAINTENANCE OF EQUIPMENT:

The maintenance, including necessary repairs, of all backflow prevention devices or assemblies and cross connection control devices required by this chapter shall be the responsibility of the owner of property where an assembly or device is installed, and failure to adequately maintain any required equipment shall be a violation hereof. All installations and repairs of such equipment shall be effected by a certified journeyman plumber or other agent of the owner, provided he/she is a certified backflow technician. (Ord. 2638, 12-27-1999)

http://sterlingcodifiers.com/codebook/index.php?book_id=379&chapter_id=12235#s976186

7-9-8: ACCESS FOR INSPECTION:

All water systems shall be open for inspection at all reasonable times by authorized representatives of the city water department in order to determine whether cross connections or other structural or sanitary hazards including violations of this chapter exist. In order to make such determination, the inspection shall include access to above ceiling areas, pits, paneled interior areas, or their locations where cross connections might exist. The owner and any occupant shall be responsible to provide a route of access across the property for inspection purposes that is free from litter, overgrowth, the threat of a vicious animal, or other hindrance that may be detrimental to the safety of the inspector or obstructive to his/her ease of access. (Ord. 2638, 12-27-1999)

http://sterlingcodifiers.com/codebook/index.php?book_id=379&chapter_id=12235#s976187

7-9-9: CERTIFIED BACKFLOW TECHNICIAN:

All tests of backflow prevention devices or assemblies shall be conducted by a certified backflow technician who will be responsible for the competence and accuracy of all tests and reports. Such technician shall be responsible for the following:

- (A) Assure that acceptable testing equipment and procedures are used for the testing, repairing or overhauling of backflow prevention devices or assemblies.
- (B) Make report of such testing and/or repair within required times to the owner and the city water department on a form approved for such use by the city water department.

- (C) Include in all reports a list of any materials or replacement parts used.
- (D) Assure that replacement parts are equal in quality to original parts and that any testing, repair or replacement does not change the design or operational characteristics of the assembly.
- (E) Maintain his/her license in current condition and his/her testing equipment in proper operating condition.
- (F) Be equipped with, and competent to use, all necessary tools, gauges, and other equipment necessary to properly test and maintain backflow prevention devices or assemblies. (Ord. 2638, 12-27-1999)
- (G) Tag each double check valve, pressure vacuum breaker, reduced pressure backflow assembly or other backflow prevention device or assembly showing the serial number, date tested, and by whom, together with the technician's license number.
- (H) Inspect high hazard air gap assemblies. (Ord. 2671, 10-30-2000)
- (I) Comply with all OSHA standards on confined spaces, including procedures for entering such spaces and required safety equipment. (Ord. 2719, 4-15-2002)

http://sterlingcodifiers.com/codebook/index.php?book_id=379&chapter_id=12235#s976188

7-9-10: NOTIFICATION OF PUBLIC:

Although failure of a consumer to be aware of this chapter shall be no defense to violation hereof, the water department shall use reasonable means to notify its customers of the hazards of cross connections and the need for annual inspection of backflow prevention devices or assemblies. (Ord. 2638, 12-27-1999)

http://sterlingcodifiers.com/codebook/index.php?book_id=379&chapter_id=12235#s976189

7-9-11: RECORDS:

The water department shall keep records of cross connection hazards and the condition of backflow prevention devices or assemblies, including those records required by state and federal agencies. (Ord. 2638, 12-27-1999)

http://sterlingcodifiers.com/codebook/index.php?book_id=379&chapter_id=12235#s976190

7-9-12: VIOLATIONS:  

Service of water to a consumer on property found to be in violation of this chapter should be discontinued by the city after written notice of the violation to both the owner and consumer, if different. A violation exists if:

- (A) Backflow prevention assemblies required by this chapter for control of cross connections that are not installed, tested, or maintained, as required herein.
- (B) It is found that a backflow prevention assembly has been removed or bypassed.
- (C) An unprotected cross connection exists on the premises.
- (D) The periodic system inspection required herein has not been conducted.
- (E) A false report or false information is provided to the city by or on behalf of the owner or consumer, with regard to the cross connection or backflow prevention assembly.

Where written notification of a deficiency is provided by the city, and the owner fails to take the required corrective action within ten (10) days after the date of mailing such notice, the city shall immediately discontinue water service unless the city, at the request of the owner, authorizes a longer time for completion. Water service will not be restored until all existing conditions or defects are corrected. In the event that there exists a noncompliance with state or local law or other circumstances, which poses a significant health hazard, the city may immediately discontinue water service until compliance is attained or the significant health hazard is removed. (Ord. 2638, 12-27-1999)

http://sterlingcodifiers.com/codebook/index.php?book_id=379&chapter_id=12235#s976191



Date: Monday, April 18, 2016
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Presentation of an update of the Waste Water treatment plant Construction.

Time Estimate:

The staff presentation will take approximately 5 minutes.

Background:

Summary of Work



RAS Pump Station 1 Electrical Room

Milestone 1 (13 MGD)

Substantial completion of Milestone 1 was completed through Partial Utilization for work associated with Train 1 necessary to increase plant capacity to 13 MGD.

Milestone 2 (16MGD)

Substantial completion of Milestone 2 was achieved. RAS Pump Station 2, UV W3 pump station, Secondary Clarifier 4, and revisions to the IFAS Air Diffuser System are in operation. Punchlist and warrantee work continues

Financial Summary

Contractor Billings

	PSI Package 1	RSCI Package 2
Base Contract Value	\$2,093,189.00	\$17,963,307
Change Orders To Date	(135,306.00)	\$845,199
Revised Contract Value	\$1,957,883.00	\$18,808,506
Billings through April 13	completed	\$17,093,080.52
Remaining to be billed	\$0	\$1,715,425

Contractor Change Orders

Package 1

No additional change orders since package is closed.

Package 2

Additional permit fees, Rain Event Repair \$8,995.00

Piping and grading revisions \$317,650.00

Submersible Mixer Upgrades \$132,218.00

PLC revisions \$4,969.00

Transformer Location and Axial Pump Revisions \$5,719.00

W3 Relocation, Blower Building Header Beam \$24,610.00

Flex Pipe, Weather Extension, Gate Extension, Water Main installation \$128,255.00

W3 Access on IFAS Basins \$34,932.00

Conc. Pad, PLC's, W3 valves, Extension to contract \$25,353.00

Misc Revisions, IFAS stair Elevation revision \$44,974.00

Additional demolition in generator \$14,426.00

Extra Rock Drilling Required \$20,000.00

Privacy Fence & receptacles to IFAS \$27,166.00

Scada changes/omitting weir (\$363.00)

Misc. revisions \$10,634.00

Admin Curb & Sidewalk Changes, R/R soil layer of SC 4 French drain with landscape rock to eliminate standing water \$45,661.00

Pending Change Orders

Package 2

Outstanding PCO's \$29,254

Open Issues:

Progress of electrical work and implementation of outstanding changes necessary to revise lighting and add emergency lighting to RAS Pump Station 1 will potentially delay substantial completion. Actual delays are anticipated to be determined next month. No costs are anticipated with the time extensions associated with this work.

Seasonal testing of the IFAS will also be required subsequent to completing modifications of the air Diffuser system completed under Milestone 2.

RFI's:

A total of 204 RFI's and revised RFI's have been received through this month. Average turn around time for all RFI responses is 5 days. A summary is shown in the following chart.



Submittal's:

442 submittals and resubmittals have been received through the end of this month. Average turn around time for all submittal responses is 9 days. A summary of submittal activity is shown in the following chart.



Schedule Summary:

Substantial Completion is projected to finish 17 days behind schedule explained in the sections above.

Schedule Summary

Milestone	Description	Milestone Date	Early Finish	Float
NTP	Notice to Proceed	July 21, 2014		
1	13 MGD	July 23, 2015	July 23, 2015	0
2	16 MGD	February 7, 2016	February 7, 2016	0
	Substantial Completion	April 4, 2016	April 21, 2016	-17
	Final Completion	June 1, 2016	June 1, 2016	0

Conclusion:

This project has been very successful with minimal impacts to schedule, and costs. A standard of 10% change orders is anticipated for many projects. This project had a total of 845,199 a 4.71% add. If you remove the items we requested due to cost savings during the bidding of the project that number goes down to \$527,549.00 or 2.94%.

Attachments:

None.