

COUNCIL MEMBERS

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



**AGENDA**

**Meeting of the Twin Falls City Council  
Monday, April 25, 2016 - City Council Chambers  
305 3<sup>rd</sup> 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 PROCLAMATION: The American Cancer Society's Paint the Town Purple Week – Kandie Bodrero GENERAL PUBLIC INPUT		
AGENDA ITEMS	<u>Purpose:</u>	<u>By:</u>
I. <u>CONSENT CALENDAR:</u> 1. Consideration of a request to approve the Accounts Payable for April 18 - April 25, 2016. 2. Consideration of a request to approve the April 18, 2016, City Council Minutes. 3. Consideration of a request to approve a Beer and Wine license transfer of ownership for Jensen's Grocers LLC dba Twin Falls Grocery Outlet, 2318 Addison Avenue East. 4. Consideration of a request by Missy Aslett to approve the Magic Valley Youth Triathlon sponsored by the Magic Valley YMCA and scheduled for Saturday, June 25, 2016. 5. Consideration of a request by Rosa Paiz to approve the Annual Mother's Day and Cinco de Mayo Event to be held at the Twin Falls City Park on Sunday, May 8, 2016. 6. Consideration of a request to approve the Second Annual Vietnam War Veterans' Commemorative Event to be held on Saturday, June 11, 2016, at the Twin Falls City Park. 7. Consideration of a request to approve the 6th Annual Spirit of Magic Valley Half Marathon and 5K Race, sponsored by the Magic Valley Trail Enhancement Committee and scheduled to be held on Saturday, June 4, 2016, and will coincide with the Western Days Event and Parade. 8. Consideration of a request to accept the Improvement Agreement for the purpose of developing Latitude 42 Subdivision No. 1. 9. Consideration of a request to accept the Improvement Agreement for the purpose of developing Eastpark Professional Subdivision No. 2.	Action Action Action Action Action Action Action Action Action Action	Sharon Bryan Sharon Bryan Sharon Bryan Ron Fustos Ron Fustos Ron Fustos Ron Fustos Troy Vitek Troy Vitek
II. <u>ITEMS FOR CONSIDERATION:</u> 1. Consideration of a request to enter into an agreement for the completion of the Canyon Rim Trail. 2. Presentation of Certificates of Appreciation to Tony Hughes and John Bonnett to recognize their 8 years of service on the City of Twin Falls Development Impact Fee Advisory Committee. 3. Consideration of a request to approve the recommendation of the Twin Falls Housing Authority to appoint Paulette Ellis as a commissioner. 4. Presentation of the Long Term Planning Committee ideas as they fit with the Strategic Plan for FY 17 through FY 22. 5. Public input and/or items from the City Manager and City Council.	Action Presentation Action Presentation	Travis Rothweiler Mitchel Humble Penny Earl, TF Housing Authority Craig Kingsbury
III. <u>ADVISORY BOARD REPORT/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u> 6:00 P.M. NONE		
V. <u>ADJOURNMENT</u>		

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

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

1. Prior to opening the first Public Hearing of the session, the Mayor shall review the public hearing procedures.
  2. Individuals wishing to testify or speak before the City Council shall wait to be recognized by the Mayor, approach the microphone/podium, state their name and address, then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the City Clerk. The City Clerk shall make an audio recording of the Public Hearing.
  3. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
    - A complete explanation and description of the request.
    - Why the request is being made.
    - Location of the Property.
    - Impacts on the surrounding properties and efforts to mitigate those impacts.Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor.
  4. A City Staff Report shall summarize the application and history of the request.
    - The City Council may ask questions of staff or the applicant pertaining to the request.
  5. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor may limit public testimony to no less than two minutes per person.
    - Five or more individuals, having received personal public notice of the application under consideration, may select by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the mayor. The spokesperson shall be limited to 15 minutes.
    - Written comments, including e-mail, shall be either read into the record or displayed to the public on the overhead projector.
    - Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
  6. Following the Public Testimony and Applicant's response, the hearing shall continue. The City Council, as recognized by the Mayor, shall be allowed to question the Applicant, Staff or anyone who has testified. The Mayor may again establish time limits.
  7. The Mayor shall close the Public Hearing. The City Council shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.
- \* Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Mayor.

Office of the Mayor  
City of Twin Falls, Idaho

# Proclamation



## *The American Cancer Society's Paint the Town Purple Week*

*Whereas*, an estimated 8,080 Idaho residents are diagnosed with cancer each year, and 2,200 will not survive; and,

*Whereas*, this city is joining over 5,200 other communities worldwide to host the American Cancer Society's Relay For Life, an event to celebrate cancer survivors and remember those who are no longer with us; and,

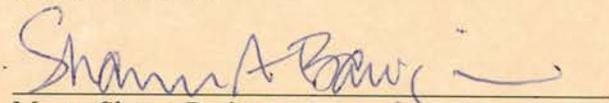
*Whereas*, Relay For Life raises funds to help the American Cancer Society create a world with less cancer and more birthdays by helping people stay well, get well, find cures, and fight back.

*Now, Therefore*, I, Shawn Barigar, Mayor of the City of Twin Falls, do hereby proclaim May 1 – May 7, 2016, as

### **The American Cancer Society's Paint the Town Purple Week**

and the official kick off of Relay For Life in this city. In doing so, I urge citizens to celebrate cancer survivorship, remember loved ones lost to the disease, honor caregivers and join Magic Valley's fight against cancer. Display your purple around the town, home, business and schools. Only together will we find a cure.

In witness whereof, I have hereunto set my hand on the 25th day of April, and caused this seal to be affixed.

  
\_\_\_\_\_  
Mayor Shawn Barigar

Attest:   
\_\_\_\_\_  
Deputy City Clerk Leila A. Sanchez



COUNCIL MEMBERS

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



**MINUTES**

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

5:00 P.M.

<b>PLEDGE OF ALLEGIANCE TO THE FLAG</b> <b>CALL MEETING TO ORDER</b> <b>CONFIRMATION OF QUORUM</b> <b>CONSIDERATION OF THE AMENDMENTS TO THE AGENDA</b>  <b>PROCLAMATIONS: Youth Appreciation Week 2016 – Twin Falls Optimist Club</b>  <b>GENERAL PUBLIC INPUT</b>		
<b>AGENDA ITEMS</b>	<b>Purpose:</b>	<b>By:</b>
<b>I. <u>CONSENT CALENDAR:</u></b> 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 <sup>TH</sup> 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
<b>II. <u>ITEMS FOR CONSIDERATION:</u></b> 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
<b>III. <u>ADVISORY BOARD REPORT/ANNOUNCEMENTS:</u></b>		
<b>IV. <u>PUBLIC HEARINGS:</u> None</b>	6:00 P.M.	
<b>V. <u>ADJOURNMENT:</u></b> 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.*

Present: Shawn Barigar, Suzanne Hawkins, Nikki Boyd, Chris Talkington, Greg Lanting, Don Hall, Ruth Pierce  
Absent: None

Staff Present: City Manager Travis Rothweiler, City Attorney Fritz Wonderlich, Deputy City Manager Mitchel Humble, Deputy City Manager Brian Pike, Assistant City Engineer Troy Vitek, Building Inspector Jarrod Bordi, Chief of Police Craig Kingsbury, City Engineer Jacqueline Fields, 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 all present, who wished, to recite the pledge of Allegiance to the Flag.

## **CONFIRMATION OF QUORUM**

A quorum is present.

## **CONSIDERATION OF THE AMENDMENTS TO THE AGENDA – None**

## **PROCLAMATIONS: Youth Appreciation Week 2016 – Twin Falls Optimist Club**

Mayor Barigar read and presented Proclamation to Ann Scholes.

Ann Scholes accepted the proclamation and thanked City Council.

Councilmember Hall joined meeting.

## **GENERAL PUBLIC INPUT - NONE**

### **I. CONSENT CALENDAR:**

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<sup>TH</sup> Avenue South.
4. Consideration of a request to accept the Improvement Agreement for the purpose of developing Seastrom Commercial Subdivision.

### **MOTION:**

Vice Mayor Hawkins moved to approve the 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 7 to 0

### **II. ITEMS FOR CONSIDERATION:**

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

Mayor Barigar reviewed the appointment of Andrew DiPietro and the reappointment of Brad Wills to the Development Impact Fee Advisory Committee.

### **MOTION:**

Councilmember Talkington moved to approve the appointment of Andrew DiPietro and the reappointment of Brad Wills to the Development Impact Fee Advisory Committee. The motion was seconded by Councilmember Boyd. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

Brad Wills and Andrew DiPietro thanked City Council.

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.

Building Inspector Brodi and Brady Dickenson, School District 411, explained the request.

City Council discussion ensued on the following:

- Building Permits fees for the recent fire.
- Fees include Bridge Academy and District Office.
- Good cooperation between School District 411 and City.

#### **MOTION:**

Councilmember Hall moved to approve the 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 Drive and the upcoming building permits for the recent fire damage repairs. The motion was seconded by Vice Mayor Hawkins. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

Brady Dickenson, School District 411 gave thanks to the emergency response team during there recent fire at the School District office.

Memorandum of understandings.

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.

Chief of Police Kingsbury explained the request and went over the changes.

City Council discussion ensued on the following:

- Extension of an additional three months.
- Penalty for violations and do we have many violators.
- Minors selling.
- A license is issued to each salesperson.
- Publicity so that everyone is aware that they should ask to see salespersons license.

#### **MOTION:**

Councilmember Talkington made a motion to suspend the rules and place Ordinance 2016-6 on third and final reading by title only. The motion was seconded by Councilmember Hall. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0

Deputy City Clerk Bryan read the ordinance by title only:

ORDINANCE NO. 2016-6

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:

**MOTION:**

Councilmember Hall made a motion to adopt Ordinance 2016-6. The motion was seconded by Councilmember Pierce. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

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.

Deputy City Manager Humble explained the request. He said that the new code section passed by City Council on April 4, 2016 will supersede this section of the code.

**MOTION:**

Councilmember Hall made a motion to suspend the rules and place Ordinance 2016-7 on third and final reading by title only. The motion was seconded by Vice Mayor Hawkins. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0

Deputy City Clerk Bryan read the ordinance by title only:

ORDINANCE NO. 2016-7

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:

**MOTION:**

Vice Mayor Hawkins made a motion to adopt Ordinance 2016-7. The motion was seconded by Councilmember Pierce. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

5. Consideration of a request to adopt an amendment to Resolution 1167 regarding an updated standard development agreement and development conditions.

City Engineer Fields explained the request.

**MOTION:**

Councilmember Boyd moved to adopt Resolution 1167 as presented. The motion was seconded by Vice Mayor Hawkins. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

6. Presentation of a review on the backflow assembly testing process. POSTPONED

7. Presentation of an update of the Waste Water Treatment Plant Construction.

Assistant City Engineer Vitek gave an update on the Waste Water Treatment Plant Construction using visuals.

City Council discussion ensued on the following:

- Project on schedule and in budget.
- Phosorous amounts allowed.
- City Manager Rothweiler explained the phosorous levels.
- Shawn Moffit, CH2M Hill, explained the phosorous levels have gone down with the new equipment.

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

City Manager Rothweiler reported on the following:

- Demolition of downtown fountain, Banner building and Rogerson building has started. It will take approximately three months.
- City Hall will be moving to Key Bank building, 201 Main Avenue E on April 25 & 26, 2016
- Tuesday, April 19, 2016 at Fire Station and Wednesday, April 20, 2016 at Police Station will be a luncheon to celebrate Telecommunications Week.
- Arbor Day Celebration on Friday, April 22, 2016, Sunway Park at 4:00 o'clock
- Long term planning will start their presentations on Monday, April 25, 2016.

City Manager Rothweiler reported on the Canyon Springs Project area review. He said that the construction going on right now is being done by the zip line owners.

**III. ADVISORY BOARD REPORT/ANNOUNCEMENTS:**

Mayor Barigar said that the Base Jumpers are holding a cleanup day in the canyon on Saturday April 23, 2016 starting at 9:00 A.M. meet at the Visitors Center.

**IV. PUBLIC HEARINGS: None 6:00 P.M.**

**V. ADJOURNMENT:**

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:**

Vice Mayor Hawkins moved to convene into 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. The motion was seconded by Councilmember Hall. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

Meeting adjourned at 6:00 P.M.

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Sharon Bryan, Deputy City Clerk

*[http://twinfalls.granicus.com/MediaPlayer.php?view\\_id=2&clip\\_id=511](http://twinfalls.granicus.com/MediaPlayer.php?view_id=2&clip_id=511)*



**Date April 25, 2016 City Council Meeting**

**To: Honorable Mayor and City Council**

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

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Request: Approval of a Beer and Wine license transfer of ownership for Jensen's Grocers LLC dba Twin Falls Grocery Outlet, 2318 Addison Avenue East.

Time: Consent Calendar

Background: Application to sell off premise beer and wine.

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 Jensen's Grocers LLC STATE LICENSE # 5231  
 DOING BUSINESS AS Twin Falls Grocery Outlet (Please attach a copy of your state license)  
 BUSINESS ADDRESS 2318 Addison Avenue E Twin Falls Id 83301  
 LEGAL DESCRIPTION OF PLACE OF BUSINESS \_\_\_\_\_  
 Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision \_\_\_\_\_  
 MAILING ADDRESS 2318 Addison Avenue E Twin Falls Id 83301  
 CONTACT PERSON Thomas Jensen PHONE # 971-832-0596

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

As provided by the laws of the City of Twin Falls, Idaho for the term ending **June 30, 20**\_\_\_\_\_ tendered herewith is the license fee of \$ 55<sup>00</sup> transfer fee 46 (Ordinance #2708)

APPLICANT IS AN INDIVIDUAL () PARTNERSHIP (\_\_\_\_) CORPORATION (\_\_\_\_)

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

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

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

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

IF A CORPORATION OR ASSOCIATION, NAME ALL OFFICERS: LLC Filed as S corp

NAME: Thomas Jensen

TITLE: Managing Member

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

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

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

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

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

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

DATE OF INCORPORATION OR ORGANIZATION 4/13/16

PLACE OF INCORPORATION OR ORGANIZATION Idaho

PRINCIPAL PLACE OF BUSINESS IN IDAHO 2318 Addison Ave E Twin Falls Id 83301

OWNER OF PREMISES (Please Print) Warren Heinz

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

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

SIGNATURE OF APPLICANT Thomas Jensen

NAME (Please Print) Thomas Jensen

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

NAME (Please Print) \_\_\_\_\_

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

NAME (Please Print) \_\_\_\_\_

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

NAME (Please Print) \_\_\_\_\_

Subscribed and sworn to before me this 20<sup>th</sup> day of April, 2016.



Kathleen A. Touchette

Notary Public for Idaho

Residing at: TWIN FALLS, ID

Notary Expiration Date: 10-28-21



**Date:** Monday, April 25, 2016, Council Meeting  
**To:** Honorable Mayor and City Council  
**From:** Staff Sergeant Ron Fustos, Twin Falls Police Department

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**Request:**

Consideration of a request by Missy Aslett to approve the Magic Valley Youth Triathlon sponsored by the Magic Valley YMCA and scheduled for Saturday, June 25, 2016, from 8:00 a.m. to 12:00 p.m.

**Time Estimate:**

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

**Background:**

Missy Aslett, on behalf of the YMCA of Twin Falls Inc., has submitted a Special Event Application for the 2<sup>nd</sup> Annual Magic Valley Youth Triathlon. The goal of the event is to expose youth to a life-long sports discipline and to enhance the healthy activity options of the Magic Valley. The YMCA plans to use this event as a fundraiser for kids' gym equipment. They also hope to establish a triathlon training program and hold this event annually.

The event will host athletes in the first through sixth grades and will consist of three consecutive events: swim, bike and run. Fliers will be sent out to area schools to be delivered to students. A cap of 100 participants will be made on a first come, first serve basis.

The swim will occur at the Twin Falls City Pool, followed immediately by a 2.2 mile bike race which will begin in the City Pool parking area then proceed east on Stadium Boulevard. The bikers will turn north on Madrona Street North, east on San Larue, and then south on Sunrise Boulevard North. Once racers are back to Stadium Boulevard, they will proceed east to Mountain View Drive where they will turn north. Once bikers have arrived at the loop on Mountain View Drive, they will head back in the direction in which they came and proceed to the Twin Falls High School track. Once they arrive at the track, racers will run several laps. The event will culminate on the Twin Falls High School football field where food will be served. There will be two heats for the event based on grade. The fourth to sixth graders will go first followed by first to third graders.

For pedestrian safety, this event will require the closure of Stadium Boulevard between Locust Street North and Madrona Street North. There are no residences along the anticipated closure area of Stadium Boulevard. With the safety of the bicyclists in mind, the side portion of the roadway along the bike route will be blocked with cones and volunteers will be strategically placed along the route to insure racer safety and to direct traffic around the event.

Event organizers are anticipating a crowd of approximately 300 people. There is also a staff of ten (10) and a team of fifty (50) volunteers.

An application has been submitted asking for a dedicated rig from the Magic Valley Paramedics. There will also be a Command Center which will host a first aid station, lost child area, and staff trained in first aid and CPR.

**Approval Process:**

Consent of the City Council

**Budget Impact:**

None

**Regulatory Impact:**

N/A

**Conclusion:**

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

**Attachments:**

None

RF:aed



**Date:** Monday, April 25, 2016, Council Meeting  
**To:** Honorable Mayor and City Council  
**From:** Staff Sergeant Ron Fustos, Twin Falls Police Department

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**Request:**

Consideration of a request by Rosa Paiz to approve the Annual Mother's Day and Cinco de Mayo Event to be held at the Twin Falls City Park on Sunday, May 8, 2016, from 12:00 p.m. to 8:00 p.m.

**Time Estimate:**

In that this is an annual event that typically requires little to no additional Police response, we are requesting that this item be placed on the Consent Calendar.

**Background:**

Rosa Paiz submitted a Special Event Application for the Annual Mother's Day and Cinco de Mayo celebration. The date of the event will be Sunday, May 8, 2016, commencing at 12:00 p.m. and concluding by 8:00 p.m. All alcoholic beverages will be served and consumed at an established beer garden, identifications will be checked, and bracelets will be required. There will be band music in the shell and DJs participating in the fiesta that are scheduled to start at 1:00 p.m. There will also be vendors offering a variety of foods for purchase.

This event will not require the closure of any streets. The Twin Falls Police Department's Administrative Staff recommends that four (4) sworn law enforcement personnel provide security from 4:00 p.m. until 8:00 p.m. Rosa Paiz has requested that Twin Falls County Sheriff's Reserve Deputies provide the security.

While it is possible that the live band and DJs may become a noise disturbance issue for the residential neighborhood near the City Park, we have had very few complaints in past years. Should the amplified sound become an issue, the Patrol Supervisor will be advised to contact Rosa Paiz regarding noise complaints. The Staff recommends that the on-duty Supervisor be given the authority to order event organizers to mitigate the sound of amplified music. If the noise complaints become habitual, the Patrol Supervisor shall be granted the authority to order the music to be terminated.

There were no calls for Police service during the 2015 Mother's Day and Cinco de Mayo Event.

**Approval Process:**

Consent of the Council

**Budget Impact:**

Ms. Paiz has requested that Twin Falls County Sheriff's Reserve Deputies provide the security for the event; therefore, there will be no foreseen budgetary issues with the City of Twin Falls.

Agenda Item for April 25, 2016  
From Staff Sergeant Ron Fustos  
Page Two

**Regulatory Impact:**

Approval of this request will allow the applicant to proceed with the event as scheduled. Given the success of previous years' events, the Staff has approved the use of four (4) Twin Falls County Sheriff's Deputies for security for this event from 4:00 p.m. until 8:00 p.m.

**Conclusion:**

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

**Attachments:**

None

RF:aed



**Date:** Monday, April 25, 2016, Council Meeting  
**To:** Honorable Mayor and City Council  
**From:** Staff Sergeant Ron Fustos, Twin Falls Police Department

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**Request:**

Consideration of a request to approve the Second Annual Vietnam War Veterans' Commemorative Event to be held on Saturday, June 11, 2016, at the Twin Falls City Park from 9:00 a.m. to 4:00 p.m.

**Time Estimate:**

Since this is an annual event that typically requires little to no additional Police response, we are requesting that this item be placed on the Consent Calendar.

**Background:**

Tom Mikesell of Hospice Visions, Inc., on behalf of Vietnam War Veterans, requests to hold a celebration to commemorate Vietnam War Veterans. This is the second annual event and organizers anticipate that approximately 250 people will be in attendance. The event will host a guest speaker, barbeque, a beer garden provided by Marv Pierce of the Pioneer Club, and live music will be played from 1 p.m. to 3 p.m. The beer garden will be open from 12:00 p.m. to 4:00 p.m. Due to the live band and alcohol being served, a minimum of two (2) sworn law enforcement officers will be required for security. The Twin Falls County Sheriff's Office will provide two (2) deputies from 1:00 p.m. to 4:00 p.m., unless the crowd disperses prior to 4:00 p.m., at which time the deputies will no longer be needed.

To help celebrate the event, there will be a motorcycle ride beginning at 11:00 a.m. It is anticipated that 100 riders will participate. The ride will start at the intersection of 4<sup>th</sup> Avenue East and Shoshone Street. From there, riders will travel to 2<sup>nd</sup> Avenue North and proceed to Addison Avenue where riders will head west out of town. Riders will loop through the cities of Filer, Buhl, Wendell, Jerome, Hansen and Kimberly. Once through the City of Kimberly, riders will proceed back to Twin Falls via Kimberly Road then back to the City Park. Twin Falls Police Department Motor Officers will assist with the escort both out of town and, if able, will provide an escort back in to town. All rules of the road will be followed by those participating in the event. There will be no permanent street closures for the ride.

**Approval Process:**

Consent by the City Council

**Budget Impact:**

To maintain the safety for those participating in the motorcycle ride, two (2) Twin Falls Police Department Motor Officers will be needed to escort the riders. With the Motor Officers providing an escort, those participating will be able to follow the rules of the road while remaining together in a controlled and safe group. The overtime cost for this event will be \$264.00 and has not been included in the Police budget.

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From Staff Sergeant Ron Fustos  
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**Regulatory Impact:**

N/A

**Conclusion:**

The Twin Falls Police Department Staff and several relevant City Staff members have met and approved this Special Event Application. Based on this request and the information provided, Staff recommends that this event be approved as presented.

**Attachments:**

None

RF:aed



**Date:** Monday, April 25, 2016, Council Meeting

**To:** Honorable Mayor and City Council

**From:** Staff Sergeant Ron Fustos, Twin Falls Police Department

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**Request:**

Consideration of a request to approve the 6<sup>th</sup> Annual Spirit of Magic Valley Half Marathon and 5K Race, sponsored by the Magic Valley Trail Enhancement Committee. This event will be held on Saturday, June 4, 2016, and will coincide with the Western Days Event and Parade.

**Time Estimate:**

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

**Background:**

The Magic Valley Trail Enhancement Committee Half Marathon is a two-part event. This event is planned to run in conjunction with the Western Days Event. The race starts in the lot east of the Depot Grill. The Half Marathon walkers will begin at 6:30 a.m. and the Half Marathon runners will begin at 7:30 a.m. There will be an additional 5K Race starting at 8:30 a.m.

The Half Marathon participants will leave the area of the Depot Grill and go north onto Shoshone Street towards Blue Lakes Boulevard. At Blue Lakes Boulevard, the runners and walkers will go north until they reach Falls Avenue. At Falls Avenue, the roads will be closed for parade preparation. Runners and walkers will travel west until they reach Frontier Road. At Frontier Road, runners and walkers will travel north until they reach North College Road; they will travel east until Fillmore Street. At Fillmore Street, participants will travel north until they reach Pole Line Road. At Pole Line Road, runners will not cross but will take the sidewalk and eventually the Canyon Rim Trail that travels under Pole Line Road. Participants will continue on the trail, traveling north and west until they reach Washington Street North and Federation Road. Participants will continue west on Federation Road until they reach Canyon Rim Drive. They will proceed on Canyon Rim Drive until they reach Grandview Drive. At Grandview Drive, participants will travel south until they reach Filer Avenue West where they will then travel west until the road ends at the Rock Creek Trail System. Participants will take the Rock Creek Trail System until it crosses Addison Avenue West near County West. They will be assisted by the Twin Falls Police Department in crossing Addison Avenue West where they will re-enter the Rock Creek Trail System. Participants will take the trail system south and east where the event will end near the Twin Falls City Parks and Recreation Building.

Twin Falls City Streets will supply traffic cones the night prior to the event in preparation for the Western Days Parade. These cones will be used to block off the far right southbound lane of Blue Lakes Boulevard North from Falls Avenue to Shoshone Street. The far right southbound lane of Shoshone Street North and West will also be blocked off. The lanes of

traffic will be blocked off at 7:30 a.m. This buffer zone will allow for runners/walkers to travel the route safely. These cones will be moved out of the roadway after all of the runners complete this area of the course.

Traffic at the major, light-controlled intersections will be controlled by sworn law enforcement officers for only the runners. The walkers will obey all applicable traffic laws unless directed to do otherwise by volunteers or sworn law enforcement. Officers will provide assistance for the runners at 2nd Avenue South and Shoshone Street South, 2nd Avenue North and Shoshone Street North, 4th Avenue North and Shoshone Street North, 6th Avenue North and Shoshone Street North, Addison Avenue and Blue Lakes Boulevard North, Heyburn Avenue and Blue Lakes Boulevard North, Filer Avenue and Blue Lakes Boulevard North, Caswell Avenue and Blue Lakes Boulevard North, Grandview Drive and Pole Line Road West, and Addison Avenue West and Morrison Street. Volunteers made available by the event sponsor will provide additional assistance along the route for safety.

The 5K participants will leave the lot east of the Depot Grill and go south onto Shoshone Street South to the walking trail at the Old Towne Bridge and will enter Rock Creek Park where they will remain for 1.2 miles. The 5K participants will run back to the Depot Grill using 6th Avenue West. The 5K participants will receive no Twin Falls Police Department assistance.

The event organizers will provide water stations and port-a-potties. The event organizers will also provide cleanup in needed areas at the conclusion of the event.

The Magic Valley Trail Enhancement Committee will provide volunteer flaggers at streets with a traffic control light, Addison Avenue at Fillmore Street and in the area of Grandview Drive North and Pole Line Road. The Magic Valley Trail Enhancement Committee will also have assistance from sworn law enforcement officers.

There will also be two physical therapists, one athletic trainer and one chiropractor available for the runners. First aid kits will be carried by seven volunteers on bicycles monitoring the runners.

**Approval Process:**

Consent of the Council

**Budget Impact:**

This event will require the assistance from three (3) Police Motor Officers at major intersections to allow safe crossing for the runners of the half marathon. Officers will control most intersections from 7:30 a.m. until approximately 8:00 a.m., at which time Blue Lakes Boulevard will be closed for the Western Days Parade. This event will require six (6) hours of overtime for the Officers. The total overtime cost will be \$264.00. This event has not been approved in the Twin Falls Police Department overtime budget.

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**Regulatory Impact:**

N/A

**Conclusion:**

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

**Attachments:**

None

RF:aed



**Date:** Monday, April 25, 2016  
**To:** Honorable Mayor and City Council  
**From:** Troy Vitek, Assistant City Engineer

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**Request:**

Consideration of a request to accept the Improvement Agreement for the purpose of developing **Latitude 42 Subdivision No. 1**.

**Time Estimate:**

The staff presentation will take approximately 2 minutes.

**Background:**

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

**Approval Process:**

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

**Budget Impact:**

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

**Regulatory Impact:**

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

**Conclusion:**

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

**Attachments:**

1. Improvement Agreement.

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this 29th day of February, 2016, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and Gerald Martens hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Latitude 42 Subdivision No. 1.

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

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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.









**Date:** Monday, April 25, 2016  
**To:** Honorable Mayor and City Council  
**From:** Troy Vitek, Assistant City Engineer

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**Request:**

Consideration of a request to accept the Improvement Agreement for the purpose of developing **Eastpark Professional Subdivision No. 2**.

**Time Estimate:**

The staff presentation will take approximately 2 minutes.

**Background:**

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

**Approval Process:**

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

**Budget Impact:**

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

**Regulatory Impact:**

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

**Conclusion:**

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

**Attachments:**

1. Improvement Agreement.

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this 13th day of January, 2016, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and Temple View Properties, LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Eastpark Professional Subdivision No. 2.

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

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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.









**Date:** April 19, 2016  
**To:** Mayor and City Council  
**From:** Travis Rothweiler, City Manager

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### **Request**

Consideration of a request to enter into an Agreement for the completion of the Canyon Rim Trail

### **Time Estimate**

The estimated amount of time this item will take is 10 minutes, plus additional time to answer questions from members of the City Council.

### **Background**

The Agreement before the City Council for its consideration will allow for the Canyon Rim trail to cross property, known as The Preserve, owned by Gary Storrer and Connie Storrer. It allows for one of the last remaining, unconnected sections to be completed.

Efforts to connect and complete the canyon rim trail through The Preserve have been underway for many years. All parties have worked collectively and cooperatively to develop the Agreement. The Agreement before the City Council for review and consideration has been signed by the other parties.

The Agreement calls for the Magic Valley Trail Enhancement Committee to acquire an easement along the designated route through The Preserve for the purpose of constructing a bike and pedestrian trail. The Agreement stipulates that MaVTEC will pay for the cost to modify the irrigation system on the property and other items and inconveniences. Upon acquisition, MaVTEC will then deed the trail easement to the City of Twin Falls. The City will be responsible for the design, construction and maintenance of the trail, as well as the building of fencing to separate trail users from the Storrer's property.

MaVTEC will continue raising funds to purchase the land. They currently have more than half of the funds committed and are working to raise the balance of the funds needed through fundraising and corporate sponsors.

### **Approval**

The approval process is 50% +1 of the members of the City Council that are present.

### **Budget Impact:**

The total estimated cost of the City's portion is approximately \$800,000 budgeted for this project. The funding for the City's portion of the project is being funded with impact fees that have been dedicated to the project and cash reserved.

### **Regulatory Impact:**

There is no regulatory impact associated with approval of the Agreement.

### **Conclusion:**

Staff recommends approval of the Agreement. This Agreement has been reviewed by City Attorney Fritz Wonderlich.

### **Attachments:**

1. Agreement

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between GARY STORRER and CONNIE STORRER, husband and wife, ("Storrer"), the TWIN FALLS COMMUNITY FOUNDATION, hereafter ("Foundation"), and the CITY OF TWIN FALLS, Idaho ("City").

WHEREAS, Storrer owns real property between Eastland Drive North and Hankins Drive North near and adjacent to the Snake River Canyon, known as "The Preserve" PUD; and,

WHEREAS, The Preserve includes a public access bike/pedestrian trail over and across the property, from Eastland Drive North to the Evel Knievel jump site, which is a section of the future "Canyon Rim Trail", and the last undeveloped section of the trail between Shoshone Falls/Dierkes Lake Park and the Perrine Bridge; and,

WHEREAS, Storrer has no plans to develop The Preserve PUD in the foreseeable future; and,

WHEREAS, Storrer, City and the Magic Valley Trail Enhancement Committee (MaVTEC) of the Foundation would like to complete the trail, for the benefit of the citizens of the community.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

### FOUNDATION

1. Foundation, through MaVTEC, will attempt to raise \$600,000, to pay to Storrer the costs related to modifications of the irrigation system and damages to the remainder of the Storrer property caused by the construction and location of the trail.
2. If Foundation succeeds in raising the necessary \$600,000, then it shall also commission an appraisal of the trail and park real property, and agrees to execute documents requested by Storrer for purposes of applying for available tax credits/deductions.
3. If Foundation fails to raise the necessary \$600,000 by March 1, 2017, then this Agreement shall be null and void.

### CITY

Upon execution and recording of the warranty deed for the park and trail right of way and easement by Storrer, as provided below, City agrees as follows:

1. City shall be responsible for all costs of design, construction and maintenance of the trail.
2. The design and construction shall include culverts and other drainage facilities as to preclude ponding of irrigation runoff or storm water on the Storrer property.

3. City shall confine all construction activities to the trail right of way. Any construction or maintenance activities outside of the right of way shall be done only with prior authorization of Storrer.
4. City shall construct a four rail steel ranch type fence with calf mesh along the southerly boundary of the park and trail easement. The design of the fence shall conform to the drawing on Exhibit A, attached hereto. The fence shall include two 12 foot gates at the location shown on Exhibit B.
5. City shall provide security for trail users consistent with the security provide on other segments of City owned and maintained trails.
6. City shall provide for fence maintenance and repairs of any damage cause by trail users.
7. City shall provide regular and effective weed control within the right of way.
8. City shall provide for maintenance of litter control consistent with the litter control provided on other segments of City owned and maintained trails. This litter control shall be on both sides of the fence. Storrer hereby authorizes City and its agents to enter onto his property for the sole purpose of litter control.
9. City understands that Storrer intends to continue his cattle ranching operations on the remainder of his real property, and recognizes Storrer's "right to farm". City shall not declare any nuisance related to Storrer's ongoing ranching operation conducted outside of the park and trail right of way.
10. City shall allow access to the public trail from all adjacent Storrer land as the land is developed in accordance with the approved PUD Agreement.
11. City shall remove the existing fencing that now runs along the northerly border of Storrer's property. City may use the fencing for a temporary livestock fence during construction. Upon completion of the project, the fencing materials shall be stockpiled for use by Storrer. Removal and stockpiling of the fencing materials shall be done in a manner to maintain the reusability of the materials.
12. The dedication of the trail right of way and easement, and amendment of the PUD showing the relocation of the trail, as provided below, shall satisfy Storrer's PUD obligation for the trail and park development.
13. City shall submit an application for a PUD amendment in order to show the relocation of the trail and location of the 3-acre park, all as shown on Exhibit B (EHM Drawing). All amendments shall be approved by Storrer. If the PUD Amendment is not approved, then all other obligations of the parties hereto shall be null and void. If the amendment is approved, and if Foundation raises the necessary \$600,000, then City shall enact an ordinance amending the PUD.

STORRER

Upon receipt of the \$600,000 and appraisal of the park and trail real property by the Foundation, and approval of the PUD amendment by the City, as provided above, Storrer agrees as follows:

1. Storrer shall execute a warranty deed for the park and trail right of way and easement, as shown on Exhibit B. The warrantee deed shall be fee simple interest for the park and for the trail from Eastland Drive North to the old railroad right of way. The warrantee deed shall be for a permanent public right of way easement from the old railroad right of way to the easterly boundary of Storrer's real property. The total parcel size will be approximately 6 to 7 acres. The trail may be relocated in the future, in order to remove irregularities in the course of the trail, and to accommodate proposed subdivision platting, upon mutual agreement of Storrer and the City.
2. Storrer shall relocate all irrigation pipelines, pivots, and other irrigation facilities as required to allow for construction and public use of the park and trail.
3. Storrer shall provide for repairs of the trail fence caused by cattle or other uses occurring on the Storrer property.

GARY STORRER



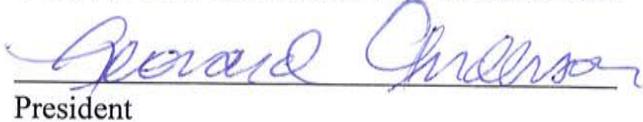
Gary Storrer

CONNIE STORRER



Connie Storrer

TWIN FALLS COMMUNITY FOUNDATION



Gerald Anderson  
President

CITY OF TWIN FALLS, IDAHO

\_\_\_\_\_  
Mayor

## Certificate of Appreciation

We, the Mayor and City Council of the City of Twin Falls, Idaho, do hereby award this certificate to

**John Bonnett**

in recognition of his 8 years of service to this great City and its residents as a member of the City of Twin Falls Development Impact Fee Advisory Committee. We do express our sincere gratitude and honor him for his demonstrated civic pride and duty, reminiscent of that of the ancient Athenians.

Awarded this 25 day of  
April, 2016



*Sham A. Bang*  
Mayor

### The Athenian Oath

We will never bring disgrace to this our city by any act of dishonesty or cowardice, nor ever desert our suffering comrades in the ranks; We will fight for the ideals and sacred things of the city, both alone and with many; We will revere and obey this city's laws and do our best to incite to a like respect and reverence those who are prone to annul or set them at naught; We will strive unceasingly to quicken the public sense of public duty; That this, in all these ways, we will transmit this city, not only, not less, but greater, better and more beautiful than it was transmitted to us.

## Certificate of Appreciation

We, the Mayor and City Council of the City of Twin Falls, Idaho, do hereby award this certificate to

**Tony Hughes**

in recognition of his 8 years of service to this great City and its residents as a member of the City of Twin Falls Development Impact Fee Advisory Committee. We do express our sincere gratitude and honor him for his demonstrated civic pride and duty, reminiscent of that of the ancient Athenians.

Awarded this 25 day of  
April, 2016



*Sharon A. Boney*  
Mayor

### The Athenian Oath

We will never bring disgrace to this our city by any act of dishonesty or cowardice, nor ever desert our suffering comrades in the ranks; We will fight for the ideals and sacred things of the city, both alone and with many; We will revere and obey this city's laws and do our best to incite to a like respect and reverence those who are prone to annul or set them at naught; We will strive unceasingly to quicken the public sense of public duty; That this, in all these ways, we will transmit this city, not only, not less, but greater, better and more beautiful than it was transmitted to us.

## TWIN FALLS HOUSING AUTHORITY

200 NORTH ELM ♦ PHONE 208/733-5765 - 733-5878 TDD  
TWIN FALLS, IDAHO  
83301

March 21, 2016

Honorable Mayor and City Council:

In accordance with procedures, we are submitting the recommendation that Paulette Ellis be appointed as a commissioner for the Twin Falls Housing Authority.

Board members are volunteers and are not paid to serve. They gain and give a lot of knowledge, direction and expertise to the Authority. Board members work and vote on issues vital to furthering the Agency's mission. Board members come from all sectors of the community and lend diversity and strength to our effort.

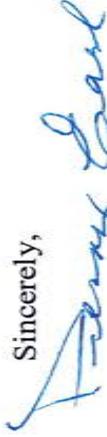
Paulette served as a board member of the Housing Authority from 2002 – 2004, and then again from January 2014 – February, 2016. She performed her duties with the highest degree of integrity and professional care in order to merit the respect of the beneficiaries of our programs, elected officials and the general public. Paulette feels that serving as a board member of the Housing Authority is a rewarding experience and has expressed an interest in serving one more term.

Paulette has resided, worked and raised a family in this community in excess of 50 years. She and her deceased husband owned and operated a small motel for twenty years. She has a great business sense and understands the circumstances surrounding housing. Paulette was an employee of the State of Idaho – Department of Health and Welfare for 22 years as a Medicaid supervisor. Paulette worked with the same population of clients that the Housing Authority serves.

We feel the Housing Authority and community has benefited from the assets that Paulette brought with her as a board member and look forward to working with her for completion of another term.

Thank you for your consideration.

Sincerely,



Penny Earl  
Executive Director

OATH OF COMMISSIONER OF  
TWIN FALLS HOUSING AUTHORITY  
TWIN FALLS, IDAHO

I, Paulette Ellis, do solemnly swear that, I will support the Constitution of the United States, and the Constitution and Laws of this State; that I will faithfully discharge all of the duties of the Office of Commissioner of the Twin Falls Housing Authority of Twin Falls, Idaho according to the best of my ability, SO HELP ME GOD.

*Paulette B. Ellis*

STATE OF IDAHO

COUNTY OF TWIN FALLS, SS

I, *Karin Heinmiller*, Notary Public in and for the County of Twin

Falls, State of Idaho, hereby certify that Paulette Ellis, to me personally known and by me known to be one of the Commissioners of the Twin Falls Housing Authority of Twin Falls, Idaho, appeared before me on the *12<sup>th</sup>* day of *April*, 2016.

And made the above oath.



*Karin Heinmiller*

Notary Public  
Residing in Twin Falls, Idaho

My Commission expires *9-26-2020*

CERTIFICATE OF REAPPOINTMENT OF  
COMMISSIONER PAULETTE ELLIS  
TERM EXPIRES FEBRUARY 9, 2021

WHEREAS, THE TERM OF Paulette Ellis, one of the members of the Board of Commissioners of the Twin Falls Housing Authority expired March , 2016.

NOW THEREFORE, pursuant to the provisions of Section 5 of the Housing Authorities Law of the State of Idaho, and by virtue of my office as Mayor of the City of Twin Falls, Idaho I hereby appoint Paulette Ellis to serve an additional five years, from the 10th day of March, 2016.

IN WITNESS WHEREOF, I have hereunto signed my name as Mayor of the City of Twin Falls, Idaho and caused the official seal of said City to be attached hereto.

\_\_\_\_\_  
Mayor

Date \_\_\_\_\_, 2016

ATTEST:

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

I, \_\_\_\_\_, Mayor of the City of Twin Falls, Idaho do hereby certify that the foregoing certificate was duly filed in the office of the Clerk of the City of Twin Falls, Idaho on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor of the City of Twin Falls, Idaho

Date \_\_\_\_\_, 2016

SEAL:

CERTIFICATE

I, \_\_\_\_\_, the duly appointed, qualified City Clerk of the City of Twin Falls, Idaho, do hereby certify that the attached copy of the Certificate of Appointment of Commissioner Paulette Ellis is a true and correct copy of the Certificate of Appointment of Commissioner Paulette Ellis on file and of record in the office of the City Clerk.

AND I DO FURTHER CERTIFY that the attached copy of the Oath of Commissioner Paulette Ellis of the Twin Falls Housing Authority, Twin Falls, Idaho is a true and correct copy of the Oath of Commissioner Paulette Ellis on file and of record in the office of the City Clerk.

AND I DO FURTHER CERTIFY THAT the recently appointed Commissioner Paulette Ellis by the Honorable Mayor Shawn Bariger to the Twin Falls Housing Authority Board of Commissioners, is not now an officer or employee of the City of Twin Falls, Idaho.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the City of Twin Falls, Idaho this \_\_\_\_ day of \_\_\_\_\_, 2016.

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City Clerk

SEAL:



**Date:** Monday, April 25, 2016  
**To:** Honorable Mayor and City Council  
**From:** Members of Long Term Planning Committee

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**Request:**

The Long Term Planning Committee will present their ideas as they fit with the strategic plan for FY 17 through FY 22.

**Time Estimate:**

Staff requests approximately 40 minutes to provide the presentation and to answer any questions the Council may have.

**Background:**

The Long Term Planning Committee consists of employees from all departments within the City of Twin Falls. For several years, this committee has met to review a five year budgeting window, and prepare recommendations to the City Manager on personnel and capital needs to further the goals and objectives of the City's strategic plan. The presentation will highlight some recommendations from Long Term Planning for the City Manager to consider as preparations begin on the FY 17 budget.

**Budget Impact:**

The presentation to council will simply consist of recommendations. Therefore, there will be no real budget impact at this time.

**Conclusion:**

Staff requests that members of City Council listen to the presentation and ask questions.

**Attachments:**

None