

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, May 2, 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:</b> <b>Mental Health Month - Curtis Johnson, Region V Services</b> <b>A Purple Heart City Proclamation, Miguel Dominic, MOPH IDAHO</b> <b>GENERAL PUBLIC INPUT</b>			
	<b>AGENDA ITEMS</b>	<b>Purpose:</b>	<b>By:</b>
I.	<b><u>CONSENT CALENDAR:</u></b>		
	1. Consideration of a request to approve the Accounts Payable for April 26 through May 2, 2016.	Action	Sharon Bryan
	2. Consideration of a request to approve the April 25, 2016, City Council Minutes.	Action	Sharon Bryan
	3. Consideration of a request to approve the Findings of Fact, Conclusions of Law, and Decision for:	Action	Mitchel Humble
	1. Final Plat Application Latitude 42 Subdivision No. 1, a PUD; and		
	2. Final Plat Application for Sunway Subdivision No. 2.		
	4. Consideration of a request to approve a Trust Agreement for Sunway Subdivision No. 2, placing Lot 2, Block 1 in trust.	Action	Tory Vitek
	5. Consideration of a request to accept dedication of public utility and access easement through and adjacent to the parking lot behind 103 Main Avenue East.	Action	Jesse Schuerman
II.	<b><u>ITEMS FOR CONSIDERATION:</u></b>		
	1. Consideration of a request to approve a Memorandum of Understanding (MOU) between Wills, Inc., and the City of Twin Falls.	Action	Jon Caton
	2. Consideration of a request to utilize \$23,255 in Airport reserve funds to install a new power line and wireless controls for a related security vehicle access gate.	Action	Bill Carberry
	3. Consideration of a request to use Golf Course reserve funds to maintain cart paths at the Twin Falls Municipal Golf Club.	Action	Wendy Davis
	4. Presentation of a review on the backflow assembly testing process.	Review	Rob Bohling
	5. Public input and/or items from the City Manager and City Council.		
III.	<b><u>ADVISORY BOARD REPORT/ANNOUNCEMENTS:</u></b>		
	6:00 P.M.		
IV.	<b><u>PUBLIC HEARINGS: NONE</u></b>		
V.	<b><u>ADJOURNMENT</u></b>		

*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**

*Mental Health Month*

**WHEREAS**, mental health is essential to everyone's overall health and well-being; and

**WHEREAS**, all Americans experience times of difficulty and stress in their lives; and

**WHEREAS**, prevention is an effective way to reduce the burden of mental health conditions; and

**WHEREAS**, there is a strong body of research that supports specific tools that all Americans can use to better handle challenges, and protect their health and well-being; and

**WHEREAS**, mental health conditions are real and prevalent in our nation; and

**WHEREAS**, with early and effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

**WHEREAS**, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

**THEREFORE**, I Shawn Barigar, do hereby proclaim May 2016 as **Mental Health Month** in Twin Falls, Idaho. As the Mayor of Twin Falls, Idaho, I also call upon the citizens, government agencies, public and private institutions, businesses and schools in Twin Falls to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

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

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

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

Date: \_\_\_\_\_

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

# Proclamation

## *A Purple Heart City*

**WHEREAS**, the City of Twin Falls has always supported its military veteran population; and

**WHEREAS**, the Purple Heart is the oldest military decoration in present use and was initially created as the Badge of Military Merit by General George Washington in 1782; and,

**WHEREAS**, the Purple Heart was the first American service award or decoration made available to common soldiers and is especially awarded to members of the United States Armed Forces, who have been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America; and,

**WHEREAS**, the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among the combat –wounded veteran members and their families, promote patriotism, support legislative initiative, and most importantly-make sure we never forget; and,

**WHEREAS**, the City of Twin Falls has a large, highly decorated veteran population including many Purple Heart recipients; and,

**WHEREAS**, the City of Twin Falls appreciates the sacrifices our Purple Heart recipients made in defending our freedoms and believes it is important that we acknowledge them for their courage and show them the honor and support they have earned.

**NOW, THEREFORE**, I, Shawn Barigar, Mayor of the City of Twin Falls, do hereby proclaim the City of Twin Falls

### **A PURPLE HEART CITY**

and encourage the citizens of the City of Twin Falls to show their appreciation for the sacrifices the Purple Heart recipients have made in defending our freedoms, to acknowledge their courage and to show the honor and support they have earned.

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

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

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

*Date: May 2, 2016*

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 25, 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>PROCLAMATION: The American Cancer Society’s Paint the Town Purple Week – Kandie Bodrero</b> <b>GENERAL PUBLIC INPUT</b>		
AGENDA ITEMS	<u>Purpose:</u>	<u>By:</u>
<b>I. <u>CONSENT CALENDAR:</u></b>		
1. Consideration of a request to approve the Accounts Payable for April 18 - April 25, 2016.	Action	Sharon Bryan
2. Consideration of a request to approve the April 18, 2016, City Council Minutes.	Action	Sharon Bryan
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.	Action	Sharon Bryan
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.	Action	Ron Fustos
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.	Action	Ron Fustos
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.	Action	Ron Fustos
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.	Action	Troy Vitek
8. Consideration of a request to accept the Improvement Agreement for the purpose of developing Latitude 42 Subdivision No. 1.	Action	Troy Vitek
9. Consideration of a request to accept the Improvement Agreement for the purpose of developing Eastpark Professional Subdivision No. 2.	Action	Troy Vitek
<b>II. <u>ITEMS FOR CONSIDERATION:</u></b>		
1. Consideration of a request to enter into an agreement for the completion of the Canyon Rim Trail.	Action	Travis Rothweiler
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.	Presentation	Mitchel Humble
3. Consideration of a request to approve the recommendation of the Twin Falls Housing Authority to appoint Paulette Ellis as a commissioner.	Action	Penny Earl, TF Housing Authority
4. Presentation of the Long Term Planning Committee ideas as they fit with the Strategic Plan for FY 17 through FY 22.	Presentation	Craig Kingsbury
5. Public input and/or items from the City Manager and City Council.		
<b>III. <u>ADVISORY BOARD REPORT/ANNOUNCEMENTS:</u></b>		
<b>IV. <u>PUBLIC HEARINGS:</u> 6:00 P.M. NONE</b>		
<b>V. <u>ADJOURNMENT</u></b>		

*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, Police Chief Craig Kingsbury, Battalion Chief Ron Aguirre, Parks and Recreation Director Wendy Davis, Water Superintendent Rob Bohling, 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:** The American Cancer Society's Paint the Town Purple Week – Kandie Bodrero

Mayor Barigar read proclamation and presented it to Kandie Bodrero.

Kandie Bodrero thanked the City Council.

## **GENERAL PUBLIC INPUT**

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

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.

Councilmember Hall welcomed the Veterans.

Councilmember Talkington said that he would encourage the group to get a Veteran to speak at the event.

**MOTION:**

Councilmember Don Hall moved to approve the Consent Calendar 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.

Tom Mikesell gave a report on the events for the Vietnam War Veterans' Commemorative Event.

**II. ITEMS FOR CONSIDERATION:**

1. Consideration of a request to enter into an agreement for the completion of the Canyon Rim Trail.

City Manager Rothweiler reviewed the agreement for the completion of the Canyon Rim Trail.

City Council discussion ensued on the following:

Extra tribute to LaMar Orton, retired Community Development Director, for starting the Trail System.

Partnerships that helped to support the Canyon Rim Trail.

Council thanked the Stover's and all from the Community that are involved with the Canyon Rim Trail.

**MOTION:**

Suzanne Hawkins moved to approve the request to enter into an agreement for the completion of the Canyon Rim Trail. The motion was seconded by Councilmember Hall. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

Jamie Tigue, MaVtec Chairperson, thanked City Council and Community for their support of the Canyon Rim Trail System.

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.

Deputy City Manager Humble, Mayor Barigar and Councilmember Talkington presented 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.

Penny Earl, Twin Falls Housing Authority made the recommendation to appoint Paulette Ellis as a Commission to the Twin Falls Housing Authority.

**MOTION:**

Councilmember Boyd moved to appoint Paulette Ellis as a commissioner to the Twin Falls Housing Authority. 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. Presentation of the Long Term Planning Committee ideas as they fit with the Strategic Plan for FY 17 through FY 22.

Battalion Chief Aguirre, Police Chief Kingsbury, Parks and Recreation Director Davis, Water Department Supervisor Bohling gave presentation of the process of the Long Term Planning Committee.

Council discussion:

Working toward full implementation of the GIS system including the underground facilities.  
Concerns with employee vacancies.

Customer Service

Positive strength from committee.

City Manager Rothweiler said that they will take information and start the budget processing and will be bring information back to City Council.

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

City Manager Rothweiler gave a report on the moving and construction of the Public Saftey and New City Hall building.

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

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

**V. ADJOURNMENT**

The meeting adjourned at: 6:15 P.M.

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Sharon Bryan, Deputy City Clerk



# BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

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In Re: )  
 )  
Final Plat Application, ) FINDINGS OF FACT,  
 )  
Latitude 42 Subdivision No.1 a PUD ) CONCLUSIONS OF LAW,  
 Applicant(s). )  
 ) AND DECISION

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This matter having come before the City Council of the City of Twin Falls, Idaho on March 28, 2016 for consideration of the final plat of the Latitude 42 Subdivision No. 1 a PUD, approximately 2.77 (+/-) acres consisting of 1 lot located on the south side of Pole Line Road West and west of the Twin Falls Reformed Church, and the City Council having heard testimony from interested parties, having received written Findings from the Planning and Zoning Commission and being fully advised in the matter, now makes the following

### FINDINGS OF FACT

1. Applicant has requested approval of the final plat of the Latitude 42 Subdivision No. 1 a PUD, approximately 2.77 (+/-) acres consisting of 1 lot located on the south side of Pole Line Road West and west of the Twin Falls Reformed Church.
2. The property in question is zoned C-1 PUD pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as agricultural in the duly adopted Comprehensive Plan of the City of Twin Falls.
3. The existing neighboring land uses in the immediate area of this property are: to the north, Pole Line Road West/Undeveloped/Agricultural Farmland; to the south, Undeveloped; to the east, Twin Falls Reformed Church; to the west, Undeveloped/Agricultural Farmland.
4. The City Engineering Office has reviewed the final plat and has approved the proposed street accesses and public utility extensions, subject to availability of such services at the time of development. The

developer will pay all costs of public improvements, including but not limited to streets, curb gutter and sidewalks, sewer, water and pressurized irrigation systems. The proposed development includes dedication of additional right-of-way in compliance with the Master Street Plan.

Based on the foregoing Findings of Fact and the regulations and standards set forth below, the City Council hereby makes the following

CONCLUSIONS OF LAW

1. The final plat of the Latitude 42 Subdivision No. 1 a PUD, approximately 2.77 (+/-) acres consisting of 1 lot located on the south side of Pole Line Road West and west of the Twin Falls Reformed Church is in conformance with the objectives of the zoning ordinance and the policy for developments in Twin Falls City Code §10-1-4. Specifically, the land can be used safely for building purposes without danger to health or peril from fire, flood or other menace, proper provision has been made for drainage, water sewerage and capital improvements including schools, parks, recreation facilities, transportation facilities and improvements, all existing and proposed public improvements conform to the Comprehensive Plan.

2. The final plat is in conformance with the Comprehensive Plan as required by Twin Falls City Code §10-12-2.3(H)(2)(a).

3. Public services are currently available to accommodate the proposed development, as required by Twin Falls City Code §10-12-2.3(H) (2) (b). Public services may not be available at the time of development, depending upon the speed of development of this and other subdivisions and the ability of the City to obtain additional water and/or sewer capacity.

4. The development of streets, sewer, water, irrigation, dedication of park land and other public improvements at the cost of the developer will not adversely affect any capital improvement plan and will integrate with existing public facilities, as required by Twin Falls City Code §10-12-2.3(H)(2)(c).

5. There is sufficient public financial capability of supporting services for the proposed development, as required by Twin Falls City Code §10-12-2.3(H)(2)(d).

6. There are no other health, safety or environmental problems associated with the proposed development that were brought to the City Council's attention, per Twin Falls City Code §10-12- 2.3(H)(2)(e).

7. The final plat is in conformance with the Preliminary Plat. Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

The request for approval of the final plat of the Latitude 42 Subdivision No. 1 a PUD, approximately 2.77 (+/-) acres consisting of 1 lot located on the south side of Pole Line Road West and west of the Twin Falls Reformed Church is hereby granted, subject to final technical review by the City Engineer's Office and subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

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MAYOR - TWIN FALLS CITY COUNCIL

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DATE

"EXHIBIT NO. A"

1. Subject to final technical review by the City Engineering Department and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.



# BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

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In Re: )  
) )  
Final Plat Application, ) FINDINGS OF FACT,  
) )  
Sunway Subdivision No. 2 ) CONCLUSIONS OF LAW,  
Applicant(s). ) )  
) ) AND DECISION

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This matter having come before the City Council of the City of Twin Falls, Idaho on April 4, 2016 for consideration of the final plat of the Sunway Subdivision No. 2, approximately 55.38 (+/-) acres, consisting of 2 lots located on the south side of North College Road West and the east side of Sunway Drive North aka 2700 East Road, and the City Council having heard testimony from interested parties, having received written Findings from the Planning and Zoning Commission and being fully advised in the matter, now makes the following

### FINDINGS OF FACT

1. Applicant has requested approval of the final plat of the Sunway Subdivision No. 2, approximately 55.38 (+/-) acres, consisting of 2 lots located on the south side of North College Road West and the east side of Sunway Drive North aka 2700 East Road
  
2. The property in question is zoned R-1 VAR pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Open Space & Medium Density Residential in the duly adopted Comprehensive Plan of the City of Twin Falls.
  
3. The existing neighboring land uses in the immediate area of this property are: to the north, North College Road/Undeveloped Agricultural Farm; to the south, Bradshaw Subdivision/Undeveloped Agricultural Farm; to the east, Perrine Pointe Subdivision/A PUD Undeveloped Agricultural Farm; to the west, Sunway Conveyance Plat Lot 2/Undeveloped Agricultural Farm/Sunway Drive North/2700 East Road in Aol.

4. The City Engineering Office has reviewed the final plat and has approved the proposed street accesses and public utility extensions, subject to availability of such services at the time of development. The developer will pay all costs of public improvements, including but not limited to streets, curb gutter and sidewalks, sewer, water and pressurized irrigation systems. The proposed development includes dedication of additional right-of-way in compliance with the Master Street Plan.

Based on the foregoing Findings of Fact and the regulations and standards set forth below, the City Council hereby makes the following

#### CONCLUSIONS OF LAW

1. The final plat of the Sunway Subdivision No. 2, approximately 55.38 (+/-) acres, consisting of 2 lots located on the south side of North College Road West and the east side of Sunway Drive North aka 2700 East Road is in conformance with the objectives of the zoning ordinance and the policy for developments in Twin Falls City Code §10-1-4. Specifically, the land can be used safely for building purposes without danger to health or peril from fire, flood or other menace, proper provision has been made for drainage, water sewerage and capital improvements including schools, parks, recreation facilities, transportation facilities and improvements, all existing and proposed public improvements conform to the Comprehensive Plan.

2. The final plat is in conformance with the Comprehensive Plan as required by Twin Falls City Code §10-12-2.3(H)(2)(a).

3. Public services are currently available to accommodate the proposed development, as required by Twin Falls City Code §10-12-2.3(H) (2) (b). Public services may not be available at the time of development, depending upon the speed of development of this and other subdivisions and the ability of the City to obtain additional water and/or sewer capacity.

4. The development of streets, sewer, water, irrigation, dedication of park land and other public improvements at the cost of the developer will not adversely affect any capital improvement plan and will integrate with existing public facilities, as required by Twin Falls City Code §10-12-2.3(H)(2)(c).

5. There is sufficient public financial capability of supporting services for the proposed development, as required by Twin Falls City Code §10-12-2.3(H)(2)(d).

6. There are no other health, safety or environmental problems associated with the proposed development that were brought to the City Council's attention, per Twin Falls City Code §10-12- 2.3(H)(2)(e).

7. The final plat is in conformance with the Preliminary Plat. Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

The request for approval of the final plat of the Sunway Subdivision No. 2, approximately 55.38 (+/-) acres, consisting of 2 lots located on the south side of North College Road West and the east side of Sunway Drive North aka 2700 East Road is hereby granted, subject to final technical review by the City Engineer's Office and subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

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MAYOR - TWIN FALLS CITY COUNCIL

---

DATE

"EXHIBIT NO. A"

1. Subject to final technical review by the City Engineering Department and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.



Date: Monday, May 2, 2016  
To: Honorable Mayor and City Council  
From: Troy Vitek, Assistant City Engineer

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**Request:**

Consideration of a request to approve a Trust Agreement for **Sunway Subdivision No. 2**, placing Lot 2, Block 1 in trust.

**Background:**

The Sunway Subdivision No. 2 is located at the southeast corner of the intersection of North College Road West and Sunway Drive North. The developer is requesting to place the aforementioned lots in trust in lieu of constructing the improvements.

**Budget Impact:**

None

**Conclusion:**

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

**Attachments:**

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

## TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of June, 2015, by and between **TWIN FALLS SCHOOL DISTRICT NO. 411**, (hereinafter "Trustor"); **TITLEFACT, INC.**, (hereinafter "Trustee"); and the **CITY OF TWIN FALLS, IDAHO** (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

### WITNESSETH:

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

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

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

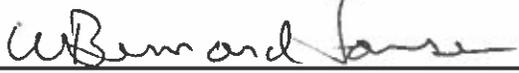
1. That upon the execution of this Agreement by both parties, the Trustor agrees to execute and deliver to the Trustee a Warranty Deed, conveying to the Trustee, in Trust, to be held solely for the benefit of the Beneficiary, the Property, to-wit:

Lot 2, Block 1, **SUNWAY SUBDIVISION NO. 2**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book \_\_\_\_\_ of Plats, page \_\_\_\_\_, records of Twin Falls County, Idaho.

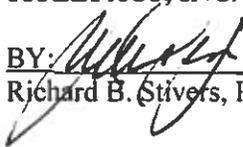
2. The Trustor and the Trustee agree that the Trustee shall hold said title to the Property in trust, solely for the benefit of the Beneficiary under the terms hereof, and that title to the Property shall be and remain good and marketable and free from any defects, liens, conditions or encumbrances of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

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

Date: 7-1-15

TRUSTOR:  
TWIN FALLS SCHOOL DISTRICT NO. 411  
BY:   
Bernard Jansen – Twin Falls School District Chairman

Date: \_\_\_\_\_

TRUSTEE:  
*TITLEFACT, INC.*  
BY:   
Richard B. Stivers, President

Date: \_\_\_\_\_

BENEFICIARY:  
CITY OF TWIN FALLS, IDAHO

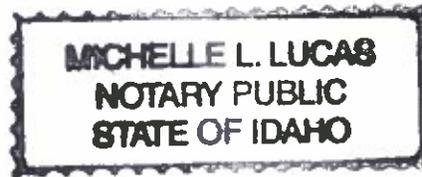
BY: \_\_\_\_\_  
Don Hall, Mayor

STATE OF IDAHO  
County of Twin Falls

On this 1st day of July, 2015, before me, the undersigned, Notary Public in and for said State, personally appeared **Bernard Jansen**, known or identified to me to be the School Board Chairman of Twin Falls County School District No. 411, Twin Falls County, State of Idaho and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of said School District No. 411, Twin Falls County, State of Idaho.

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

Michelle L. Lucas  
Notary Public for Idaho  
Residing at: Twin Falls  
My Commission expires: 8-13-18

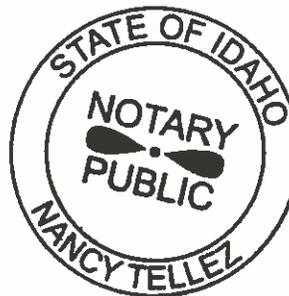


STATE OF IDAHO  
County of Twin Falls

On this 1st day of July, 2015, before me, the undersigned, Notary Public in and for said State, personally appeared **RICHARD B. STIVERS**, known or identified to me to be the President of the said corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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



STATE OF IDAHO  
County of Twin Falls

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

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

---

Notary Public for Idaho  
Residing at:  
My Commission expires:

**"EXHIBIT A"**

**PHASE CONTROL DEVELOPMENT NOTICE**

THIS NOTICE prohibits the conveyance of any undeveloped lot in **SUNWAY SUBDIVISION NO. 2**, until such time as an Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

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

The real property subject to this notice is Lot 2, Block 1, **SUNWAY SUBDIVISION NO. 2**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book \_\_\_\_\_ of Plats, page \_\_\_\_\_, records of Twin Falls County, Idaho, as platted in the records of Twin Falls County, Idaho.

Dated this 7 day of 1, 2015.

**TWIN FALLS SCHOOL DISTRICT NO. 411, Developer**

BY: Bernard Jansen  
Bernard Jansen – Twin Falls School District Chairman

**TITLEFACT, INC.**

BY: Richard B. Stivers  
Richard B. Stivers, President



Sunway Subdivision No. 2

Google earth

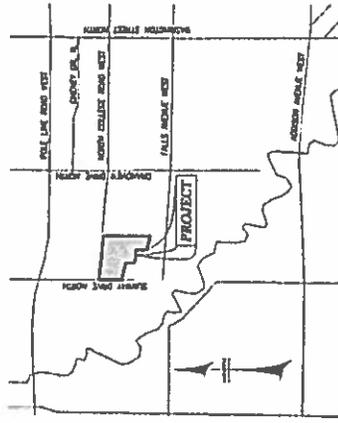
Imagery Date: 9/8/2013 42°34'58.75" N 114°30'36.66" W elev 3670 ft eye alt 7817 ft

© 2016 Google

1993

945 ft

**SUNWAY SUBDIVISION NO. 2**  
 Located In  
 Lot 1, Block 1  
**SUNWAY CONVEYANCE PLAT**  
 Located In A Portion of  
 SW 4, Section 6  
 Township 10 South, Range 17 East  
 Boise Meridian  
 Twin Falls County, Idaho  
 2015



**Legend**

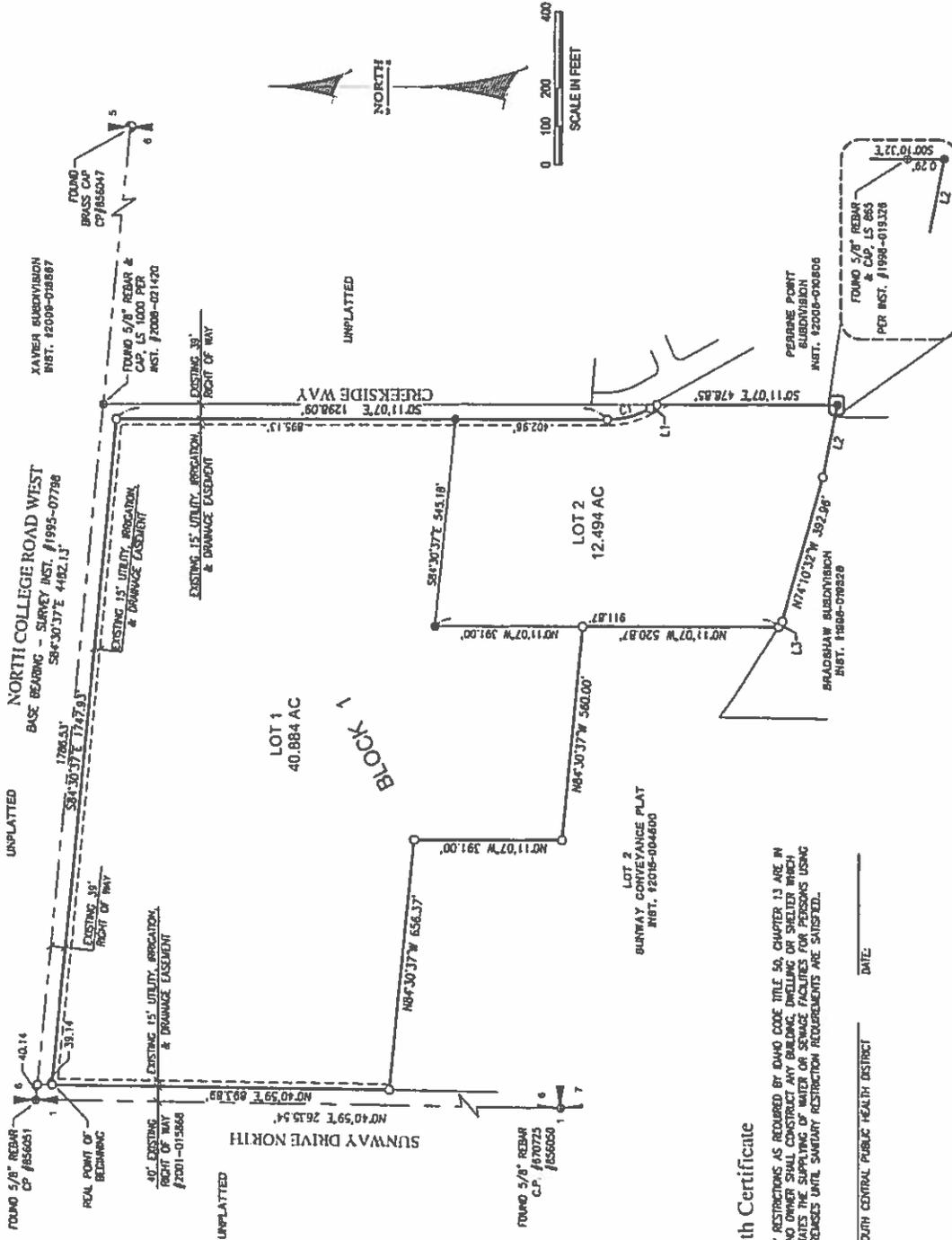
- SURVEY BOUNDARY LINE
- SECTION LINE
- QUARTER SECTION LINE
- - - EASEMENT LINE
- PLATTED LOT LINE
- FOUND BRASS CAP
- FOUND 5/8" REBAR (AS NOTED)
- SET 5/8" x 24" REBAR & CAP - LS 10110
- FOUND 5/8" REBAR & CAP - LS 10110

**Survey References**

RECORD OF SURVEY INSTR #1995-07798  
 SUNWAY CONVEYANCE PLAT INSTR #2015-044500



Y 2015-10 (P)-P 2  
 SHEET 1 OF 3



**Line Table**

LINE #	BEARING	DISTANCE
L1	S28°58'13"E	18.66'
L2	N78°38'07"W	193.54'
L3	N57°41'01"W	16.06'

**Curve Table**

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	28°47'08"	239.00'	120.07'	118.01'	61.33'	S14°34'40"E

**Health Certificate**

SANITARY RESTRICTIONS AS REQUIRED BY DAHO CODE TITLE 50, CHAPTER 13 ARE IN FORCE. NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING OR SHELTER WHICH NECESSITATES THE SUPPLYING OF WATER OR SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED.

REGS. SOUTH CENTRAL PUBLIC HEALTH DISTRICT \_\_\_\_\_ DATE \_\_\_\_\_



EHM Engineers, Inc.



**Date:** Monday, May 2<sup>nd</sup> 2016  
**To:** Honorable Mayor and City Council  
**From:** Jesse Schuerman, URA Staff Engineer

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### **Consent Item Request:**

Consideration of a request to accept dedication of public utility and access easement through and adjacent to the parking lot behind 103 Main Ave. East.

### **Time Estimate:**

The staff presentation will take approximately 5 minutes.

### **Background:**

The location of this is behind the transitory City Hall facility.

The design of the 2016 Downtown Utility Improvement Upgrades project is close to completion. Within this design the existing utility easement needed to be enlarged to avoid damaging existing obstructions within the alleyway. The alleyway was vacated when the existing structure was built.

JUB Engineers, Inc. has worked with the City Attorney, the Engineering Department, and the property owners to determine the terms and location of this easement to best serve the project and future utility maintenance.

Conditions of the easement include, resurfacing areas within this easement and public right-of-way, retaining and protecting private property, and re-establishing appropriate water and sewer services to the property at 103 Main Ave. East.

The property owners John T. Lezamiz, and TJCJ, LLC, have agreed to the terms of this easement.

### **Approval Process:**

Majority vote of the council is required for acceptance of the easement and to give the City Engineer authority to sign it.

### **Budget Impact:**

There is budget impact of \$10.00 associated with the Council's approval of this request. Other costs and work associated with the conditions of the easement will be accepted by the 2016 Downtown Utility Improvement project.

### **Regulatory Impact:**

Approval of this request will allow the City lawful permission to use the area within the dedicated easement boundaries with purpose to place and maintain utilities.

### **Conclusion:**

Staff recommends that the Council authorize the City Engineer to sign the easement as presented.

**Attachments:**

1. Public Utility and Access Easement
2. Exhibit



UTILITY AND ACCESS EASEMENT

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, John T. Lezamiz, a sole individual, and TJCJ, LLC, an Idaho limited liability company, hereafter referred to as "Grantor" do hereby irrevocably grant and convey unto the CITY OF TWIN FALLS, IDAHO, a municipal corporation, and UTILITY COMPANIES, inclusive of, but not limited to, Idaho Power Company, Intermountain Gas Company, Cable One, PMT and CenturyLink, and their heirs and assigns, hereafter referred to as "Grantee(s)", a public utility and access easement to be located upon, pass through, and across lands owned by Grantor, in the City of Twin Falls, Idaho in a portion of Lot E of Eldridge's Subdivision. This easement shall be subject to the relocation and other provisions applicable to public rights-of-way of relevant franchise ordinances/agreements. Said easement rights-of-way are particularly described as:

SEE ATTACHED  
"UTILITY EASEMENT"

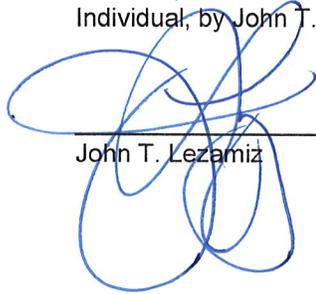
Grantor agrees not to build or permit any obstruction, building or other structure, over, on, around or about said easement rights-of-way that would interfere with Grantee's right hereunder including Grantee's right of ingress and egress for maintenance and upkeep.

It is agreed that the consideration for the easements hereby given is the sum of Ten Dollars (\$10.00) together with other good and valuable consideration, the receipt of which is hereby acknowledged, and that no further sum shall be collected hereafter for said easements. Special conditions to this grant of easement is shown on Exhibit A, which Exhibit is attached hereto, is signed by the Grantor and the City of Twin Falls, Idaho, and is incorporated herein as if set forth in full. This easement agreement, together with Utility Easement and Exhibit A, covers all of the agreements by the parties hereto. This grant of easement shall bind the parties, their heirs, personal representatives, lawful assigns and successors in interest.

TO HAVE AND HOLD, said easements unto Grantee, its successors and assigns this 19 day of April, 2016.

GRANTOR

TJCJ, LLC, an Idaho limited liability Company and John T. Lezamiz, a sole Individual, by John T. Lezamiz, Partner

  
\_\_\_\_\_  
John T. Lezamiz



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANDDON GROUP



GATEWAY MAPPING INC.

UTILITY EASEMENT

A parcel of land being part of Lot E of Eldridge’s Subdivision all lying in the Northwest Quarter of the Southeast Quarter Section 16, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho and being more particularly described as follows:

COMMENCING at the northwest corner of Lot 17 in said Block 87;
THENCE North 44°58'35" East along the Right-of-Way of Shoshone Street North for a distance of 20.00 feet to the northwest corner of said Lot E and being the POINT OF BEGINNING;
THENCE North 44°58'35" East continuing along said Right-of-Way for a distance of 17.00 feet;
THENCE South 45°01'59" East parallel with the southwesterly boundary of said Lot E for a distance of 89.00 feet to a point on the northwesterly boundary of an easement in Exhibit B of Instrument # 1991-004836;
THENCE South 44°58'35" West along said easement for a distance of 16.00 feet;
THENCE South 45°01'59" East along said easement for a distance of 29.00 feet to a point on the southeasterly boundary of said Lot E;
THENCE South 44°58'35" West along said southeasterly boundary for a distance of 1.00 feet to the southeast corner of said Lot E;
THENCE North 45°01'59" West along the southwesterly boundary of said Lot E for a distance of 118.00 feet to the POINT OF BEGINNING.

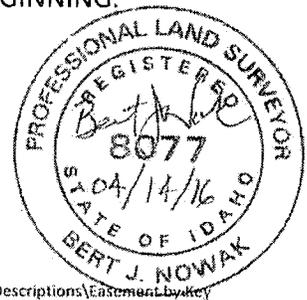
EXCEPT a structural island

A parcel of land being part of Lot E of Eldridge’s Subdivision and being more particularly described as follows:

COMMENCING at the Northwest corner of Lot 17 in said Block 87;
THENCE North 44°58'35" East along the Right-of-Way of Shoshone Street North for a distance of 25.85 feet;
THENCE South 45°01'59" East for a distance of 9.77 feet to the POINT OF BEGINNING;
THENCE North 44°58'35" East for a distance of 3.00 feet;
THENCE South 45°01'59" East for a distance of 23.00 feet;
THENCE South 44°58'35" West for a distance of 3.00 feet;
THENCE North 45°01'59" West for a distance of 23.00 feet to the POINT OF BEGINNING.

Said Easement Exception contains 69 square feet, more or less.

Said Easement Parcel contains a net area of 1473 square feet, more or less.



\\TWINFILES\Public\Projects\JUB\60-15-054-Twin\_Falls-2015\_Main\_Avenue\_Uilities\Text\Utilities\Lezamiz's Easement\Easements\Descriptions\Easement by key Bank Bldg\_rev14april16.docx

EXHIBIT A

MEMORANDUM OF SPECIAL CONDITIONS

This Memorandum of Special Conditions is entered into by and between John T. Lezamiz, a sole individual, and TJCJ, LLC, an Idaho limited liability company ("GRANTOR") and the City of Twin Falls, Idaho, a municipal corporation ("CITY").

WHEREAS, The GRANTEE(S) are planning to install a street light and reconstruct, upgrade and relocate both wet and dry utilities situated in public alley ways and on private properties located in a portion of the vacated alley in Block 87 of the Final and Amended Plat of the Twin Falls Townsite and a portion of Lot E of Eldridge's Subdivision; and,

WHEREAS, The GRANTOR is owner, or representative of owner, of certain private property that said utility work will encroach upon; and,

WHEREAS, The CITY has hired representatives to design the utility relocations and negotiate utility and access easements with property owners as necessary to complete utility designs and final utility installations.

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

1. The GRANTOR agrees to grant the CITY and UTILITY COMPANIES an easement, as described in attached "Utility Easement" for the installation of a street light, and reconstruction, upgrade and relocation of both wet and dry utilities as designed and approved by the CITY or UTILITY COMPANIES.
2. The CITY agrees to retain and protect the current landscape curbing. If any damage should occur to said curbing during utility construction work the individual utility owner responsible for the damage shall be responsible for the repair and the cost of the repair. If the existing irrigation system is damaged during construction, the individual utility owner responsible for the damage agrees to repair or replace the irrigation system, as necessary to provide routine operation, and pay all associated costs.
3. The CITY agrees to remove and replace all landscaping and asphalt located within the limits of the street light installation at CITY's cost.
4. The CITY agrees to pay the associated project costs to construct CITY owned utilities. Other utility construction costs will be paid by individual utility companies.
5. The CITY agrees to retain and protect the current building, all drive-thru structures, pneumatic tubes, concrete islands and utilities that are necessary to provide operation of the drive-thru facility. Continuous operation of the drive-thru facility shall be maintained, except as necessary for construction right adjacent to the drive-thru. If any damage should occur during utility construction work, the individual utility owner shall be responsible for the repair and the cost of the repair.
6. As a condition of GRANTOR granting the easement, the CITY shall rebuild and refurbish the existing concrete driveway approach (which provides access from Shoshone Street to the parking lot on the premises located north of the drive-thru facility and to the alleyway) including associated costs as a part of the utility construction project. Said approach construction shall

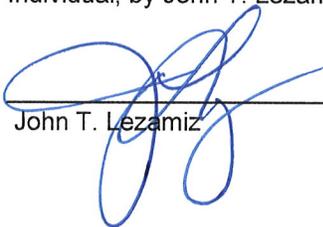
include replacing the concrete and constructing the approach, adjacent asphalt and adjacent sidewalk to correct grade.

- 7. The CITY agrees to remove asphalt surfacing and reinstall new plantmix asphalt surfacing, and granular ballast material as required, within this easement and alleyway as a part of the utility construction project. The limits of this work shall be the total asphalt area within the easement and alleyway, as existing prior to construction, of all drive-thru lanes, beginning at the back of sidewalk along Shoshone Street and extending toward Hansen Street to the east side of Utility Easement.
- 8. As a condition of the Grantor granting the easement, the CITY agrees to replace the water meter service and reline the sewer service for the building structure located at 103 Main Avenue East.

DATED, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

TJCJ, LLC, an Idaho limited liability Company and John T. Lezamiz, a sole Individual, by John T. Lezamiz, Partner

City of Twin Falls, a municipal corporation

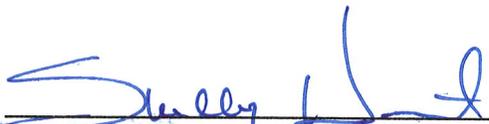
  
 \_\_\_\_\_  
 John T. Lezamiz

\_\_\_\_\_  
 Title \_\_\_\_\_

STATE OF IDAHO                    )  
   ) ss.  
 County of \_\_\_\_\_ )

On this 19 day of April, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John T. Lezamiz, known to me to be the person who executed the foregoing grant of easement, and acknowledged to me that he executed the same.

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

  
 \_\_\_\_\_  
 Notary Public in and for Idaho

Residing at 2750 E 3100 N T.F. ID  
 My Commission Expires 12-31-20





May 2, 2016 City Council Meeting

To: Honorable Mayor and City Council

From: Jon Caton, P.E., Public Works Director

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**Request:**

Staff Requests Council to review and approve a Memorandum of Understanding (MOU) between WILLS, INC., and the City of Twin Falls.

**Time Estimate:**

The presentation will take approximately 5 minutes plus time for Council Q & A.

**Background:**

In 2011, the City of Twin Falls agreed to fund the construction of a portion of Cheney Drive West, which would commence once Wills Inc. began construction of Fieldstone Professional Subdivision. Originally, Wills Inc. planned to construct during FY2012-13. However, the project was delayed and at the Council Meeting on December 9, 2013, Public ROW was accepted by the Council with the understanding that \$60,000 was available for the construction during FY13.

Although the construction did not commence as anticipated, the City committed to providing the funds for the construction. Furthermore, the cost estimate provided by Wills Inc. has increased. The current cost for the project is now \$99,175. The purpose of the MOU is to document the responsibilities of both parties and to limit the financial risk for the City, essentially creating a "Not to Exceed" amount. The construction shall occur this summer and payment will not be made until the work is accepted by the city and not earlier than October 1, 2016. The timing allows the city to plan and place this expenditure into the budget process for FY17.

**Approval Process:**

Requires Council Approval.

**Budget Impact:**

If approved, this item will be budgeted in next year's Street Capital Fund.

**Regulatory Impact:** NA

**Conclusion:**

Staff recommends approval of the MOU.

**Attachments:** MOU and 2012 Council Agenda Item

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between WILLS, INC., (“Wills”), and the CITY OF TWIN FALLS, Idaho (“City”).

WHEREAS, There exists undeveloped public right-of-way for the development of Cheney Drive West from Grandview Drive North to the easterly boundary of Fieldstone Professional Subdivision; and,

WHEREAS, Wills owns real property located west of Grandview Drive North and south of Cheney Drive West (extended), now filed and recorded as Fieldstone Professional Subdivision, the development of which will require construction of Cheney Drive West from the existing dedicated public right of way east of the subdivision to Field Stream Way; and,

WHEREAS, The parties hereto previously agreed to a plan for future development of Cheney Drive West from Grandview Drive North, west along the northerly border of Fieldstone Professional Subdivision, for which Wills facilitated the dedication of necessary public right-of-way, and City reconstructed its irrigation pumping station to permit the future construction of Cheney Drive West; and,

WHEREAS, Wills is now ready to develop Cheney Drive West adjacent to Fieldstone Professional Subdivision, and has requested City to participate in development of Cheney Drive West in order to provide a direct connection to Grandview Drive North; and,

WHEREAS, The City has not budgeted this project for the 2015-2016 fiscal year.

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

### WILLS

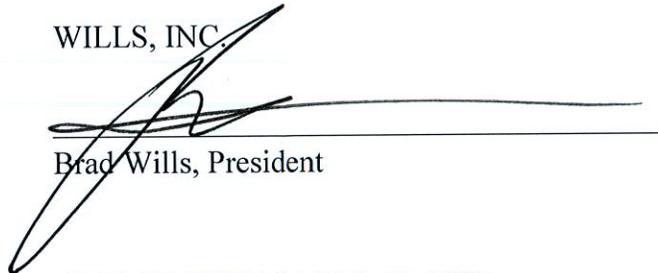
1. Wills will provide for the design and bidding for the construction of Cheney Drive West.
2. That portion of Cheney Drive West from Grandview Drive North to Fieldstone Professional Subdivision in which the City is participating, shall be publicly bid as required by Idaho Code 67-2805(2), for public works construction where the public entity contemplates an expenditure not to exceed one hundred thousand dollars (\$100,000).
3. Wills shall provide for the construction Cheney Drive West from Grandview Drive North to Fieldstone Professional Subdivision, according to the plans approved by the City.
4. Wills will not request the City to participate in any change orders on the project.
5. Wills will not request any changes to the project.

CITY

Upon final approval of plans and drawings for the construction of Cheney Drive West from Grandview Drive North, westerly to Fieldstone Professional Subdivision, City agrees as follows:

1. City shall budget the sum of NINETY-NINE THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS (\$99,175.000) for the cost of construction of Cheney Drive West, as described in this MOU, in the 2016-2017 fiscal year budget.
2. City shall pay Wills, Inc. the sum of NINETY-NINE THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS (\$99,175.000) on October 1, 2016, the first day of the City's fiscal year, after inspection and acceptance of the completed construction.

WILLS, INC.



Brad Wills, President

CITY OF TWIN FALLS, IDAHO

\_\_\_\_\_  
Mayor



**Management Office**

222 Shoshone St W.

Box 0346

Twin Falls, Idaho 83303

Office 208-734-4411

Fax 208-734-0410

**To: City of Twin Falls**

**April 25, 2016**

**Reference: Cheney Drive West Extended  
Memorandum of Understanding**

According to the terms of the Memorandum of Understanding between Wills, Inc. "Wills" and the City of Twin Falls "City", Wills will provide for the design and bidding for the construction of Cheney Drive West. That portion of Cheney Drive West from Grandview Drive North to Fieldstone Professional Subdivision in which the City is participating shall be publicly bid as required by Idaho Code.

Wills contacted four contractors with public works licenses on Monday April 18<sup>th</sup>, 2016 requesting qualified bids to be returned by Monday April 25<sup>th</sup>, 2016 with a start date of May 16<sup>th</sup>, 2016. Those contractors were Idaho Material and Construction, Bob Durham Excavation, Kloepfers Inc. and Lytle Excavation.

Wills received two bids from Idaho Material and Construction and Lytle Excavation. Kloepfers Inc. submitted a bid for the asphalt portion only and replied they were too busy for the full project. Bob Durham Excavation also replied they were too busy at this time.

Reviewing the two qualified bids and Lytle Construction was the lowest bid. See Attached Bid Comparison.

Wills will provide the City an invoice after inspection and acceptance of the completed construction.

Sincerely,

Brad Wills

Property Management Company

Bid Comparison Worksheet

WILLS INC - BREAKDOWN		Cheney Drive West Extended		4/1/2016	
ACTIVITY DESCRIPTION	BASE UNIT & PRICE		CHENEY EAST - CTF PART		COST
	UNIT	BID PRICE	QTY.		
<b>ROADWAY</b>					
GRADING	STA		3.2		\$0.00
EXCAVATION	STA		3.2		\$0.00
3/4" GRAVEL BASE	CY		389.0		\$0.00
PLANTMIX PAVEMENT 3" MATT	SY		1,273.0		\$0.00
STD. CURB & GUTTER (INCL. BASE)	LF		675.0		\$0.00
SIDEWALK & PED. RAMPS (INCL. BASE)	SY		227.0		\$0.00
VALLEY GUTTER W/ APRONS & BASE	SY		98.0		\$0.00
IMPORTED FILL	EA		800.0		\$0.00
	<b>TOTAL ROADWAY</b>		Subtotal		<b>\$0.00</b>
<b>DRAINAGE &amp; IRRIGATION</b>					
12" PVC STORM DRAIN	LF		70.0		\$0.00
STANDARD CATCH BASINS	EA		2.0		\$0.00
	<b>TOTAL DRAINAGE &amp; IRRIGATION</b>		Subtotal		<b>\$0.00</b>
<b>PARK &amp; MISC</b>					
BUILDING FOUNDATION DEMO & HAUL	LS		1.0		\$0.00
SWPPP	LS		0.5		\$0.00
	<b>TOTAL PARK &amp; MISC.</b>		Subtotal		<b>\$0.00</b>
	<b>ROADWAY</b>				<b>\$0.00</b>
	<b>DRAINAGE &amp; IRRIGATION</b>				<b>\$0.00</b>
	<b>PARK &amp; MISC.</b>				<b>\$0.00</b>
	<b>TOTAL COSTS</b>		Total		<b>\$0.00</b>

Lytle Excavation		Idaho Material and Construction	
\$ 700.00	\$ 2,240.00	\$1,995.00	\$ 6,384.00
\$ 700.00	\$ 2,240.00	\$1,321.00	\$ 4,227.20
\$ 44.00	\$17,116.00	\$ 39.00	\$15,171.00
\$ 16.75	\$21,322.75	\$ 17.00	\$21,641.00
\$ 17.50	\$11,812.50	\$ 20.30	\$13,702.50
\$ 40.00	\$ 9,080.00	\$ 51.30	\$11,645.10
\$ 63.00	\$ 6,174.00	\$ 58.90	\$ 5,772.20
\$ 11.00	\$ 8,800.00	\$ 26.90	\$21,520.00
	\$78,785.25		\$100,063.00
\$ 22.00	\$ 1,540.00	\$ 49.80	\$ 3,486.00
\$1,800.00	\$ 3,600.00	\$2,200.00	\$ 4,400.00
	\$ 5,140.00		\$ 7,886.00
\$8,500.00	\$ 8,500.00	\$6,683.00	\$ 6,683.00
\$3,500.00	\$ 1,750.00	\$3,000.00	\$ 1,500.00
	\$10,250.00		\$ 8,183.00
	\$94,175.25		\$116,132.00



**Date:** Monday, December 9, 2013  
**To:** Honorable Mayor and City Council  
**From:** Brad Wills & Lee Glaesemann, Staff Engineer

---

**Request:**

Consideration of a request to accept a public right of way deed for a portion of Cheney Drive West Extended west of Grandview Drive North.

**Time Estimate:**

Brad Wills and Staff Engineer Lee Glaesemann are available for Council questions as necessary.

**Background:**

This is part of the Cheney Drive West Extended realignment beginning at Grandview Drive North and continuing to the west. Earlier this year, the City of Twin Falls completed the Fieldstone Pumping Station Modification to accommodate a portion of the east end of the new alignment. The next section of alignment is located across the Countryside Village Manufactured Home Park's Storage Yard, which will require this dedicated public right of way. The western section of the Cheney alignment is part of the proposed replatting of a portion of the Fieldstone Subdivision.

**Approval Process:**

State Statute requires that property or right of way cannot be dedicated to the City without the City Council's Acceptance.

**Budget Impact:**

The City obligated \$160,000 the 2012-2013 budget to assist with the construction of this portion of Cheney Drive West. Of that amount, a \$60,000 obligation remains.

**Regulatory Impact:**

N/A

**Conclusion:**

Staff recommends that the Council accept the public right of way deed for Cheney Drive West.

**Attachments:**

1. Public Right-of-way Deed
2. Exhibit EX1 ROW
3. Vicinity Map Showing proposed Cheney Drive Alignment.

**TitleFact, Inc.**  
163 Fourth Avenue North  
P.O. Box 486  
Twin Falls, Idaho 83303

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

**PUBLIC RIGHT-OF-WAY DEED**

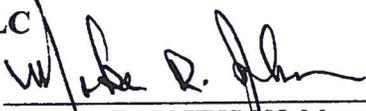
For valuable consideration MBJ, LLC, a California limited liability company, does hereby grant and convey unto the **CITY OF TWIN FALLS, IDAHO**, an Idaho municipal corporation, whose address is: P. O. Box 1907, Twin Falls, Idaho 83303, a permanent and perpetual public right of way, sufficient in width for construction, continued operation, maintenance, repair, alteration, inspection and replacement of a public street and utilities, and legally described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The said Grantor does hereby covenant that the Grantor is the owner in fee simple of said premise, that they are free from encumbrances, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

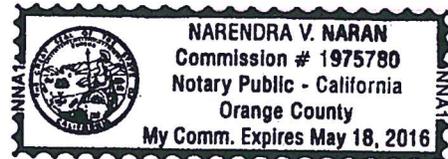
Dated: 11/14/13

MBJ, LLC

By:   
MIKE R. JOHNSON, Manager

By:   
BARBARA JOHNSON, Member

\* \* \* \* \*



STATE OF CALIFORNIA  
County of ORANGE

On this 14<sup>TH</sup> day of NOVEMBER, 2013, before me, a Notary Public in and for said State, personally appeared **MIKE R. JOHNSON**, known or identified to me to be Manager, and **BARBARA JOHNSON**, known or identified to me to be Member, of the limited liability company of **MBJ, LLC, a California limited liability company**, and the Manager and Member who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that they executed the same in said limited liability company name.

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

 NARENDRA V. NARAN COMMISSION EXPIRES: 05/18/2016  
Notary Public for State of CALIFORNIA  
Residing in ANAHEIM, CA 92808

## EXHIBIT "A"

### PARCEL NO. 1

Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho

Section 6: A parcel of land located in a portion of the SE¼NE¼ being more particularly described as follows:

COMMENCING at the East quarter corner of Section 6; said point lies South 00°11'02" West 2480.95 feet from the Northeast corner of Section 6;

THENCE North 00°11'02" East 1178.30 feet along the East boundary of Section 6;

THENCE North 88°00'38" West 15.01 feet to the REAL POINT OF BEGINNING;

THENCE North 88°00'38" West 2.23 feet;

THENCE South 80°59'24" West 41.92 feet;

THENCE North 45°06'53" East 61.74 feet;

THENCE South 00°11'02" West 37.08 feet to the REAL POINT OF BEGINNING.

### PARCEL NO. 2

Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho

Section 6: A parcel of land located in a portion of the SE¼NE¼ being more particularly described as follows:

COMMENCING at the East quarter corner of Section 6; said point lies South 00°11'02" West 2480.95 feet from the Northeast corner of Section 6;

THENCE North 00°11'02" East 1178.30 feet along the East boundary of Section 6;

THENCE North 88°00'38" West 17.24 feet;

THENCE South 80°59'24" West 93.37 feet;

THENCE South 73°29'44" West 11.57 feet to the REAL POINT OF BEGINNING;

THENCE South 73°29'44" West 13.66 feet;

THENCE South 56°41'27" West 23.25 feet;

THENCE South 40°25'36" West 46.36 feet;

THENCE 146.06 feet along a curve to the right having a radius of 426.00 feet, a chord bearing of North 74°33'47" West, and a chord distance of 145.34 feet;

THENCE North 64°44'26" West 25.02 feet;

THENCE North 23°32'34" East 14.86 feet;

THENCE North 20°15'57" East 21.03 feet;

THENCE North 04°01'15" East 17.38 feet;

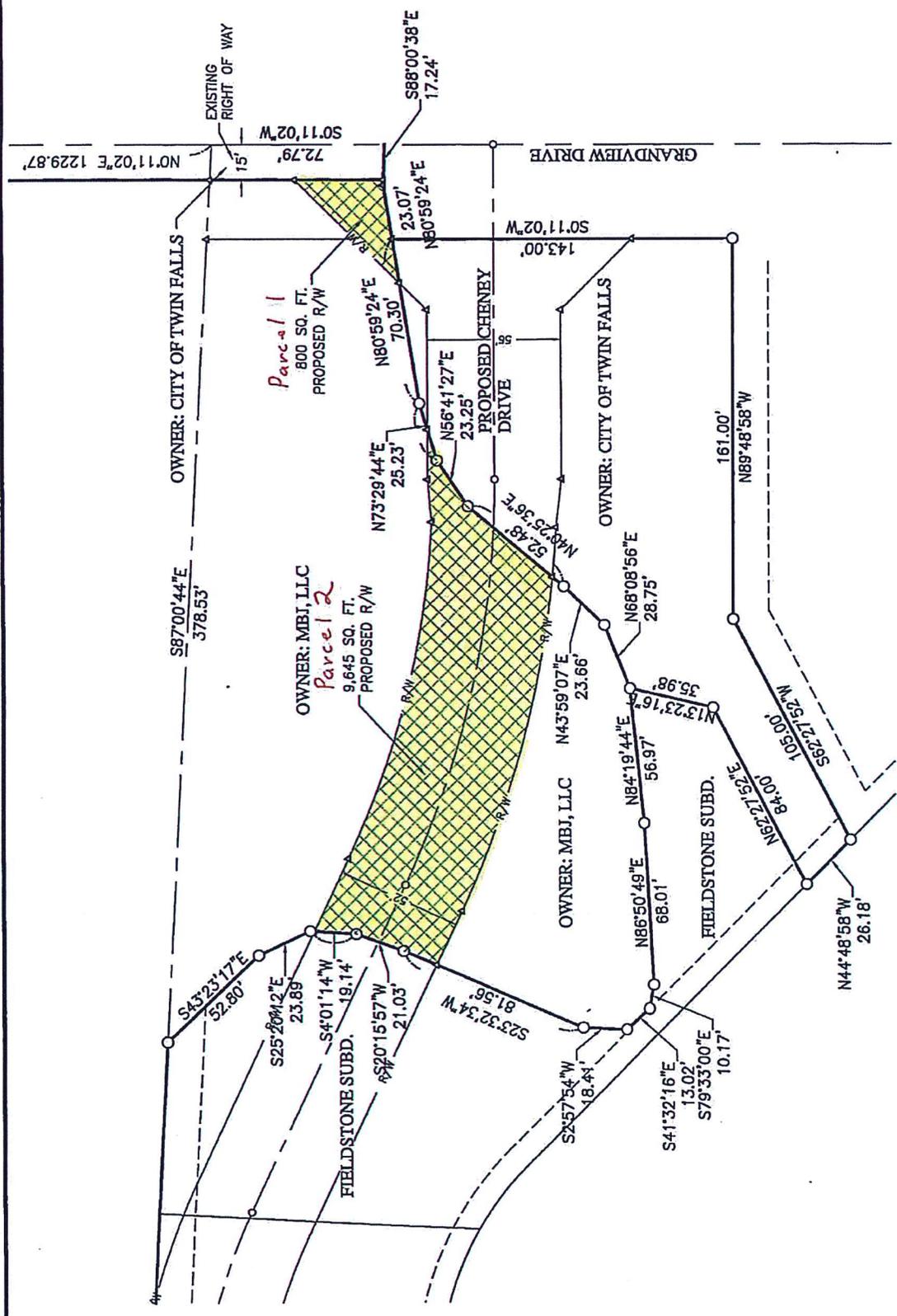
THENCE South 64°44'26" East 33.59 feet;

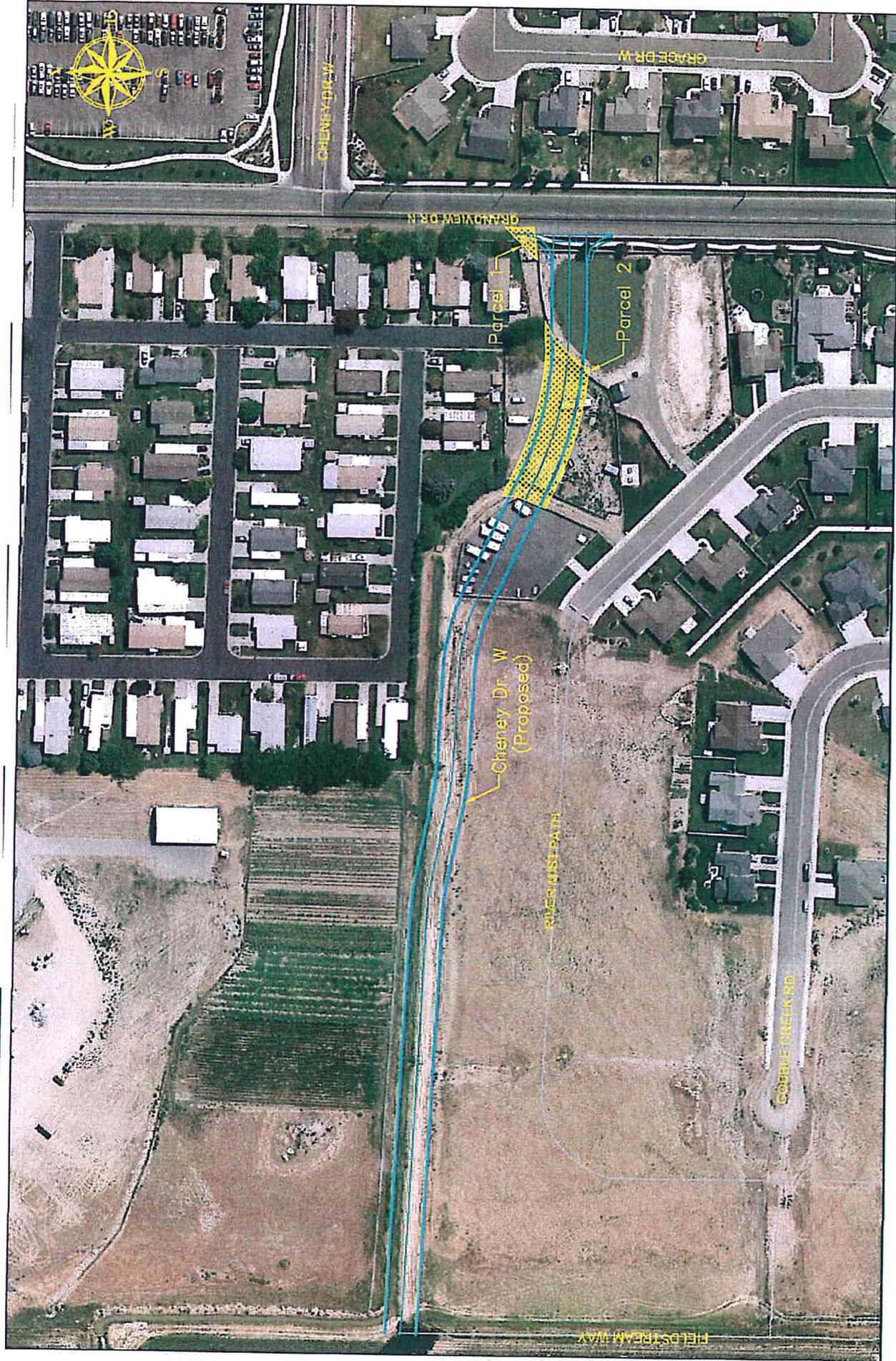
THENCE 146.65 feet along a curve to the left having a radius of 374.00 feet, a chord bearing of South 75°58'26" East, and a chord distance of 145.71 feet;

THENCE North 85°02'23" East 17.99 feet;

THENCE South 89°57'16" East 21.21 feet to the REAL POINT OF BEGINNING.

JOB NUMBER	378-13
APPROVAL	
DESIGN	
DRAWN	
DATE	JAN 2013
SCALE	AS SHOWN
PROJECT	
SHEET NO.	EX1





Vicinity – Cheney Dr. W. & Grandview Dr. N.



**Date:** Monday, May 2, 2016  
**To:** Honorable Mayor and City Council  
**From:** Bill Carberry, Airport Manager

---

**Request:**

Consideration of a request to utilize \$23,255 in Airport reserve funds to install a new power line and wireless controls for a relocated security vehicle access gate.

**Time Estimate:** The staff presentation will take approximately 5 minutes.

**Background:**

With the development of the Fed Ex facility, there will be several improvements/modifications to storm water systems, roadway alignments, fencing, and a vehicle gate access point.

In order to relocate the vehicle access gate in a more advantageous position long-term, the Fed Ex developer will be relocating the vehicle gate, light pole, operator/electric motor, and install additional fencing. The airport would be responsible for running a power line (\$8,953) and installing a new wireless controller (\$12,301) to round-out the project. The total funding requested (\$23,255) includes approximately 10% in miscellaneous supplies/contingency.

I've worked with City Electrician, Jon Leazer in acquiring a bid from Idaho Power for the power line (we will use airport personnel and a public works excavator to dig the trench) and Cresse Electronics, our security control contractor, to install the wireless control unit.

**Approval Process:** A majority vote of the Council is required to move forward with the expenditure.

**Budget Impact:**

After discussing the project with Deputy City Manager, Mitch Humble and CFO, Lorie Race it was determined that the airport fund has the reserve funds to cover the cost of the improvement. Moreover, the cost of the project will be eligible for FAA Airport Improvement Program (AIP) grant funding reimbursement during our 2018 grant cycle, 2017 funding has been dedicated for the replacement fire truck and the taxiway rehabilitation project.

**Regulatory Impact:** Approval of this request will allow the airport to maintain/upgrade its vehicle security access gate infrastructure.

**Conclusion:**

This project will allow the airport to make strides in two strategic planning objectives: 1) Maintain security infrastructure at the airport; 2) Expand utilities (power line) at the airport to assist with development.

Staff recommends that the Council approve the request as presented.

**Attachments:**

Site Plan--Idaho Power Estimate--Estimate for installation of the wireless access controls



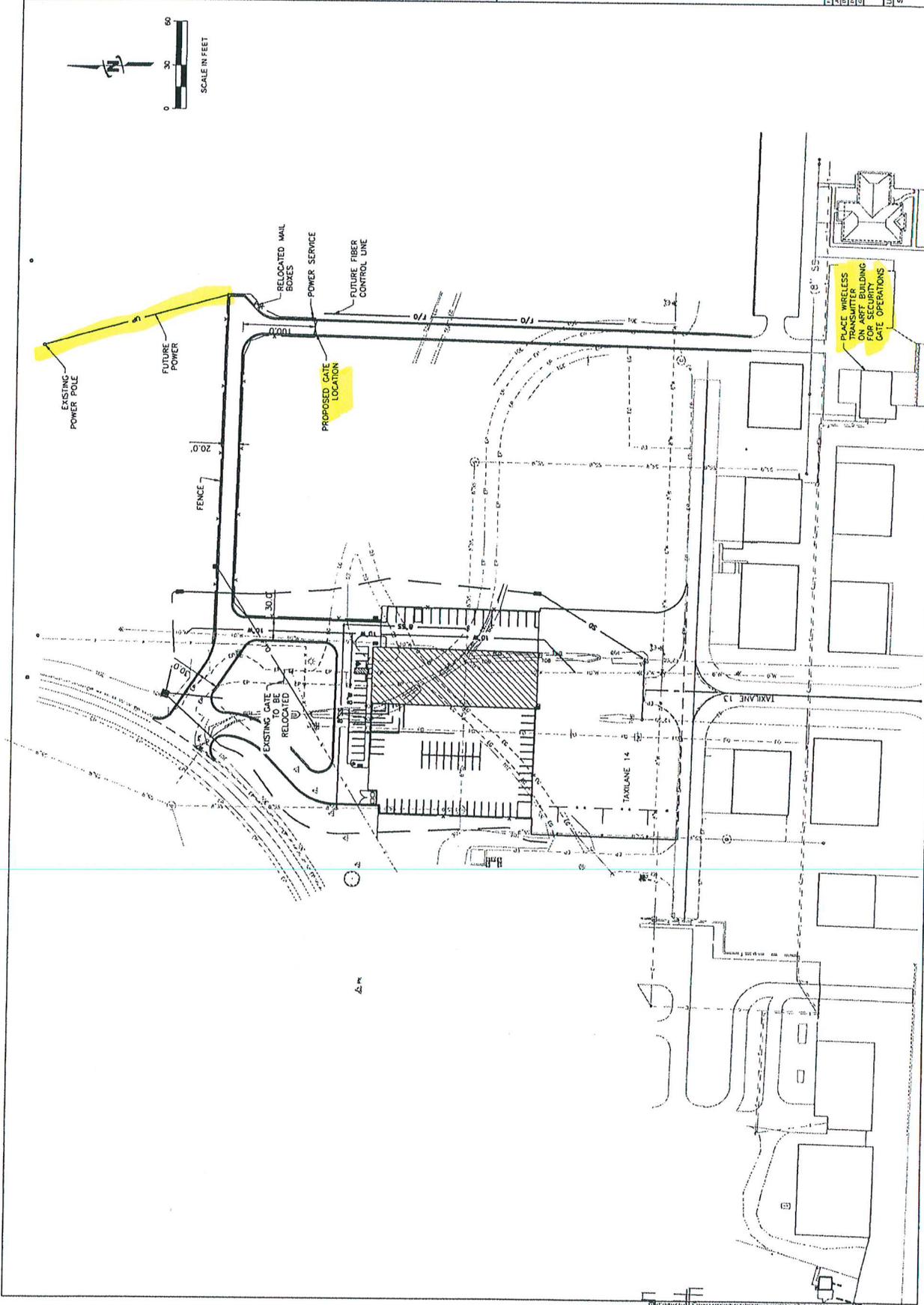
JUB ENGINEERS, INC.  
 250 S. Beachwood Ave.  
 Suite 201  
 Boise, ID 83709-0944  
 Phone 208.326.7330  
 Fax 208.326.8936  
 www.jub.com

NO.	REVISION	DATE

ACCESS ROAD AND FENCE EXHIBIT  
 AND POWER SERVICE  
 FEDEX BUILDING  
 TWIN FALLS, IDAHO

DATE: 06/20/2006	SCALE: 1" = 20'
PROJECT: FEDEX	DATE PLOTTED: 06/20/06
DESIGNER: JUB	CHECKED: JUB
PROJECT NO.:	SHEET NO.:

SHEET NUMBER:  
 1



FOR THE ARCHITECT: JUB ENGINEERS, INC. 250 S. BEACHWOOD AVE. SUITE 201 BOISE, ID 83709-0944  
 FOR THE CLIENT: FEDEX CORPORATION 1300 W. WASHINGTON ST. TWIN FALLS, ID 83401



Date: March 14th, 2016

City Of Twin Falls  
City Of Twin Falls  
P.O. Box 1907  
Twin Falls, Id 83301

**Work Order Number:** 27454413  
**Project Name:** City Of Twin Falls  
**Address or Job Location:** 429 Airport Loop  
**Project City, State, Zip:** Twin Falls, Id 83301  
**In accordance with your request:** New line for gate

Line Installation/Upgrade Costs (Line 1)	\$ 19,280.00
Line Installation Credits (Betterment, Salvage, Customer Trench) (Lines 2-4)	\$ 12,579.00
Terminal Facilities (Line 6)	\$ 2,128.00
Customer Allowance (Line 7)	\$ -
Salvage Terminal Credit (Line 8)	\$ -
Unusual Conditions (Line 10)	\$ -
Net Other Charges (Eng Charges, Permits, Misc Charges) (Line 25)	\$ 124.00
<b>Amount to be paid and received prior to job being scheduled for construction. Quote good for sixty (60) days.</b>	<b>\$ 8,953.00</b>

- Please remit payment.
- Please return signed and dated Service Request and Customer Cost document (attached).
- Please return signed and dated Work Order Map.
- Other

Comments Memorandum of Understanding, Memorandum of Agreement.

Work order will not be released for construction scheduling until payment and/or requested documents are signed and returned. This quote is binding on the Company for a period of sixty days (60) from the date on this letter, and subject to change if information provided by the customer changes.

**PLEASE RETURN SIGNED DOCUMENTS TO:**

IDAHO POWER COMPANY  
Chance Elam  
273 Blue Lakes Blvd S  
Twin Falls, ID 83301

If there are any questions, please telephone:  
Scott Bartlett  
208-736-3475

CressElectronic Access Control

3131 S Stanton Dr  
 West Valley City, UT  
 84120

# ESTIMATE

DATE	ESTIMATE #
3/23/2016	MVRA9032316

NAME / ADDRESS
TWIN FALLS AIRPORT 492 Airport Loop Twin Falls, ID 83301

PROJECT
GATE 16 WIRELESS ACCESS

#	ITEM	DESCRIPTION	QTY	COST	TOTAL
1	FGR-115-RC	WIRELESS DATA RADIO SERIAL SIGNAL OUTPUT 30VDC POWER SOURCE PROVIDED	2	1,100.00	2,200.00
2	OMNI 6DB G...	WHIP ANTENNA OMNI DIRECTIONAL MOUNTING BRACKETS INCLUDED	1	475.00	475.00
3	YAGI 10 DB G...	DIRECTIONAL ANTENNA BEST FOR LINE OF SITE ALIGNMENT BRACKETS INCLUDED	1	18.50	18.50
4	M2N	2 DOOR CONTROL PANEL NETWORK CAPABLE LOCKABLE NEMA ENCLOSURE	1	2,165.00	2,165.00
5	NEMA 4	HOFFMAN WEATHERPROOF NEMA 4 ENCLOSURE W/WATERTIGHT DOOR	1	500.00	500.00
6	POLY-PHASE	VOLTAGE SUPPRESSOR CONNECTED BETWEEN ANTENNA AND RADIO CABLE CONNECTOR INCLUDED	2	79.00	158.00
7	DATA CONN...	INTERFACE CONNECTOR FOR CABLE TO RECEIVER	2	142.50	285.00
8	LMR-600-75	COAXIAL CABLE FOR WIRELESS RADIO CONNECTION TO ANTENNA	200	4.50	900.00
<b>TOTAL</b>					

CressElectronic Access Control

3131 S Stanton Dr  
 West Valley City, UT  
 84120

# ESTIMATE

DATE	ESTIMATE #
3/23/2016	MVRA9032316

NAME / ADDRESS
TWIN FALLS AIRPORT 492 Airport Loop Twin Falls, ID 83301

PROJECT
GATE 16 WIRELESS ACCESS

#	ITEM	DESCRIPTION	QTY	COST	TOTAL
9	MISC HARD	MISC MOUNTING HARDWARE TO PROVIDE ANTENNA MAST FOR GATE AND RECEIVING AREA FRAME TO SUPPORT GATE CONTROLLER MAY BE SUPPLIED BY OTHERS	1	600.00	600.00
	INSTALL ELE...	INSTALL ELECTRONIC HARDWARE TERMINATE COMPONENTS PROVIDE PROGRAMMING AS NECESSARY FOLLOW-UP INCLUDED	40	125.00	5,000.00
<b>TOTAL</b>					\$12,301.50



**Date:** Monday, May 2, 2016  
**To:** Honorable Mayor and City Council  
**From:** Wendy Davis, Parks and Recreation Director

---

**Request:**

Consider a request to use golf course reserve funds to maintain cart paths at the Twin Falls Municipal Golf Club.

**Time Estimate:**

Staff presentation will take approximately 5 minutes, allowing additional time for questions.

**Background:**

Currently there are no paved cart paths at the Twin Falls Municipal Golf Club. Heavy traffic near the tee boxes creates wear and tear on the turf, often resulting in dirt patches and rough spots. Golf course park staff and management are working to remedy this situation by putting in eight foot wide concrete paths adjacent to the tee boxes to reduce the damage.

Staff has identified two tee boxes in greatest need of repair. Staff is proposing that a 125' concrete path be installed at the #7 tee box for \$3,600 and a 282' concrete path be installed at the #5 tee box for \$6,750 for a total project cost of \$10,350. The golf course revenue sharing fund is currently \$15,889 and can adequately cover the project cost.

**Approval Process:**

A simple majority vote of the Council is needed to approve this request.

**Budget Impact:**

The cart path improvements will cost \$10,350. The FY 2016 budget does not include funds for this purchase. If approved, funds received from the golf course revenue sharing agreement will be used to cover the expense.

**Regulatory Impact:**

If approved, this expense will be included in the budget amendment at the end of the year.

**Conclusion:**

Staff recommends that Council approve this request as presented

**Attachments:**

1. Copy of bid from Tom Wray for concrete.

# INVOICE

From

Tom Wray

Twin Falls  
208-731-1954

To

Twin Falls Golf

Customer address

Invoice # 0000001

Invoice Date 04/01/2016

Due Date 04/01/2016

Item	Description	Unit Price	Quantity	Amount
<input type="checkbox"/>	Concrete cart path # 5 Tee Box 282'X8'. 30 yards. Includes materials and labor.	6750.00	1.00	6750.00
<input type="checkbox"/>	Concrete cart path # 7 Tee Box 125'X8'. 16 yards. Includes materials and labor.	3600.00	1.00	3600.00

Invoice Notes

**Subtotal** 10350.00  
**Total** 10350.00  
**Amount Paid** 0.00  
**Balance Due** \$10350.00



Date: Monday, May 2, 2016

To: Honorable Mayor and City Council

From: Robert Bohling, Twin Falls Water Superintendent

---

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

**Time Estimate:** 15-20 Minutes

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

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

**Budget Impact:** None

**Regulatory Impact:** None

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

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

Office of  
Backflow Specialist



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

«PREPARE\_DT»

«CONTACT»

«MAIL\_NAME»

«MAIL\_ADDR1»

«MAIL\_ADDR2»

«CITY\_STATE» «POSTAL\_ZIP»

Account No. «AccountID»  
**Scheduled Test Notice**

*30 Days*

**Test to be completed by the end of «TestDue»**

«AttnLine»

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

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

As the customer it is your responsibility to:

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

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

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

Sincerely,

*Wally Kendrick*

«DistrictContact»

«ContactTitle»

«ContactPhone»

Office of  
Backflow Specialist



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

«PREPARE\_DT»

«CONTACT»

«MAIL\_NAME»

«MAIL\_ADDR1»

«MAIL\_ADDR2»

«CITY\_STATE» «POSTAL\_ZIP»

15 Days

Account No. «AccountID»  
**Notice of Non-Compliance**

ATTN: «Contact»

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

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

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

As the customer it is your responsibility to:

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

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

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

Sincerely,

«DistrictContact»

«ContactTitle»

«ContactPhone»

Office of  
Backflow Specialist



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

«PREPARE\_DT»

«CONTACT»

«MAIL\_NAME»

«MAIL\_ADDR1»

«MAIL\_ADDR2»

«CITY\_STATE» «POSTAL\_ZIP»

Account No. «AccountID»

**Final Notice**

*10 Days*

**RE: Backflow Prevention Testing**

Dear «SALUT\_LAST»:

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

«DEVICESDUE»

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

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

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

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

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

Sincerely,

*Wally Kendrick*

«DistrictContact»

«ContactTitle»

«ContactPhone»

## Chapter 9

# CROSS CONNECTION CONTROL

[http://sterlingcodifiers.com/codebook/index.php?book\\_id=379&chapter\\_id=12235](http://sterlingcodifiers.com/codebook/index.php?book_id=379&chapter_id=12235)

7-9-1: DEFINITIONS:

7-9-2: WATER SUPPLY PROTECTION:

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

7-9-4: NEW CONSTRUCTION:

7-9-5: INSTALLATION REQUIRED:

7-9-6: EXISTING EQUIPMENT:

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

7-9-8: ACCESS FOR INSPECTION:

7-9-9: CERTIFIED BACKFLOW TECHNICIAN:

7-9-10: NOTIFICATION OF PUBLIC:

7-9-11: RECORDS:

7-9-12: VIOLATIONS:

**7-9-1: DEFINITIONS:**  

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

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

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

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

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

[http://sterlingcodifiers.com/codebook/index.php?book\\_id=379&chapter\\_id=12235#s976180](http://sterlingcodifiers.com/codebook/index.php?book_id=379&chapter_id=12235#s976180)

**7-9-2: WATER SUPPLY PROTECTION:**  

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

[http://sterlingcodifiers.com/codebook/index.php?book\\_id=379&chapter\\_id=12235#s976181](http://sterlingcodifiers.com/codebook/index.php?book_id=379&chapter_id=12235#s976181)

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

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

[http://sterlingcodifiers.com/codebook/index.php?book\\_id=379&chapter\\_id=12235#s976182](http://sterlingcodifiers.com/codebook/index.php?book_id=379&chapter_id=12235#s976182)

### **7-9-4: NEW CONSTRUCTION:**

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

[http://sterlingcodifiers.com/codebook/index.php?book\\_id=379&chapter\\_id=12235#s976183](http://sterlingcodifiers.com/codebook/index.php?book_id=379&chapter_id=12235#s976183)

### **7-9-5: INSTALLATION REQUIRED:**

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

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### **7-9-6: EXISTING EQUIPMENT:**

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

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

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

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

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#### **7-9-8: ACCESS FOR INSPECTION:**

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

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#### **7-9-9: CERTIFIED BACKFLOW TECHNICIAN:**

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

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

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

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#### **7-9-10: NOTIFICATION OF PUBLIC:**

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

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#### **7-9-11: RECORDS:**

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

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**7-9-12: VIOLATIONS:**  

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

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

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

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