



CITY OF TWIN FALLS, IDAHO

SPECIAL MEETING NOTICE

CITY COUNCIL

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On Monday, September 19, 2016, the City Council will meet at the Twin Falls Council Chambers located at 305 Third Avenue East at 3:30 p.m., for the purpose of touring the airport terminal construction.

The regular City Council meeting is scheduled to follow at 5:00 p.m.

Leila A. Sanchez
Deputy City Clerk/Recording Secretary

COUNCIL MEMBERS

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

3:30 P.M.

**Meeting of the Twin Falls City Council
Monday, September 19, City Council Chambers
305 3rd Avenue East -Twin Falls, Idaho**

**3:30 P.M.
TOUR OF THE AIRPORT TERMINAL CONSTRUCTION**

PLEDGE OF ALLEGIANCE TO THE FLAG
CALL MEETING TO ORDER
CONFIRMATION OF QUORUM
CONSIDERATION OF THE AMENDMENTS TO THE AGENDA
PROCLAMATIONS
GENERAL PUBLIC INPUT

AGENDA ITEMS	Purpose	By:
I. <u>CONSENT CALENDAR:</u>		
1. Request to approve the Accounts Payable for September 13–September 19, 2016.	Action	Sharon Bryan
2. Request to approve the September 12, City Council Minutes.	Action	Sharon Bryan
3. Request to approve the Annual Twin Falls High School Homecoming Parade to be held on Friday, October 13, 2016.	Action	Ryan Howe
4. Request to approve the fifth annual “Haunted Swamp” to be held at 646 South Park Avenue West on September 30 through October 30, 2016.	Action	Justin Dimond
5. Request to approve a Curb-Gutter-Sidewalk & Driveway Approach Improvement Deferral Agreement - 1138 Highland Avenue East for Twin Falls School District #411.	Action	Troy Vitek
6. Request to accept the Improvement Agreement for the purpose of developing Northern Passage Subdivision No. 3.	Action	Troy Vitek
II. <u>ITEMS FOR CONSIDERATION:</u>		
1. Request to confirm the re-appointment of Brady Workman for a second term on the Airport Advisory Board.	Action	Shawn Barigar
2. Request from Alfred Herring to waive the non-conforming building expansion permit process for a home located at 412 Blue Lakes Blvd.	Action	Alfred Herring Jonathan Spendlove
3. Request to approve an Airport Utility Plan Update contract with JUB Engineers in the amount of \$30,000, and to authorize the Mayor to sign the agreement.	Action	Bill Carberry
4. Request to authorize the Mayor to sign a letter requesting ITD participation in the consideration of improvement to the traffic flow through the Blue Lakes Blvd. and Fillmore/Bridgeview intersection.	Action	Jacqueline D. Fields
5. Request to approve the Request for Proposal preferred list and authorize staff to enter into negotiations with Civil Science, Inc. for the Transportation Master Plan 2016.	Action	Jacqueline D. Fields
6. Public input and/or items from the City Manager and City Council.		
III. <u>ADVISORY BOARD REPORT/ANNOUNCEMENTS:</u>		

IV. <u>PUBLIC HEARINGS:</u> None	6:00 P.M.		
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V. ADJOURNMENT:

Executive Session 74-206 (1):

- (a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general.
- (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.
- (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

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

Public Input Procedures

1. Individuals wishing to provide public input regarding matters relevant to the City of Twin Falls shall
 - a. wait to be recognized by the mayor
 - b. approach the microphone/podium
 - c. state their name and address, and whether they are a resident or property owner in the City of Twin Falls, and
 - d. proceed with their input.
2. The Mayor may limit input to no less than two (2) minutes. Individuals are not permitted to give their time to other speakers.

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 (2) 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.

COUNCIL MEMBERS

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



MINUTES
5:00 P.M.

Meeting of the Twin Falls City Council
Monday, September 12, City Council Chambers
305 3rd Avenue East -Twin Falls, Idaho

PLEDGE OF ALLEGIANCE TO THE FLAG
CALL MEETING TO ORDER
CONFIRMATION OF QUORUM
CONSIDERATION OF THE AMENDMENTS TO THE AGENDA
PROCLAMATIONS
GENERAL PUBLIC INPUT

AGENDA ITEMS	<u>Purpose</u>	<u>By:</u>
I. <u>CONSENT CALENDAR:</u>		
1. Request to approve the Accounts Payable for August 30 – September 6, 2016.	Action	Sharon Bryan
2. Request to approve the August 29, 2016, City Council Minutes.	Action	Sharon Bryan
3. Request to approve the Goode Motor/La Perona Mexican Independence Day Celebration event to be held at the City Park on Thursday, September 15, 2016.	Action	Justin Dimond
4. Request to approve the 2016 Oktoberfest to be held Friday, October 7 and Saturday, October 8, 2016.	Action	Justin Dimond
5. Request to approve the Rim to Rim Race that will take place on the north side of Twin Falls on September 17, 2016.	Action	Ryan Howe/ Justin Dimond
II. <u>ITEMS FOR CONSIDERATION:</u>		
1. Formal ceremony promoting Officer Lou Coronado to the position of Sergeant and Sergeant Brent Wright to the position of Staff Sergeant.	Promotion	Craig Kingsbury
2. Presentation to recognize the achievements of Jesse Killinger who has completed his Firefighter Level I certification and Dallas Williamson and Zackery Fleming for their successful completion of this year’s Twin Falls Drivers Academy.	Promotion	Battalion Chiefs
3. Request to purchase 40 Dell OptiPlex 7040 SFF computers for a total cost of \$34,290.40.	Action	Kathy Markus
4. Request to award the 2016 Zone Maintenance Sewer Improvement Project to Idaho Materials and Construction in the amount of \$288,395.00.	Action	Jon Caton
5. Request to award the 2016 South Hills Packaged Irrigation Pump Station procurement contract to HD Fowler of Twin Falls, Idaho, in the amount of \$129,900.	Action	Lee Glaesemann
6. Public input and/or items from the City Manager and City Council.		
III. <u>ADVISORY BOARD REPORT/ANNOUNCEMENTS:</u>		
6:00 P.M.		
IV. <u>PUBLIC HEARINGS:</u>		
1. Request for amendment to Latitude 42 PUD #272 to modify development requirements for Cheney Drive West, a collector, between Fieldstone Drive and Creekside Way. (app.2303)	PH/Action	Gerald Martens Jonathan Spendlove
2. Request for an annexation with a zoning district change and zoning map amendment from SUI A of I to R2, R6 and C-1 CRO ZDA (Zoning Development Agreement) for approximately 28.84 (+/-) acres located on the north side of the 1800 & 1900 blocks of Pole Line Road East. (app.2804)	PH/Action	Dave Thibault Jonathan Spendlove
V. <u>ADJOURNMENT:</u>		

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

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

Absent: None

Staff Present: City Manager Travis Rothweiler, City Attorney Fritz Wonderlich, Deputy City Manager Mitchel Humble, Deputy City Manager Brian Pike, Police Chief Craig Kingsbury, Battalion Chief Ron Aguirre, Battalion Chief Brian Cunningham, Battalion Chief Mitchell Brookes, Information Communication Technology Manager Markus, Public Works Director Jon Caton, Staff Engineer Lee Glaesemann, Planner 1 Jonathan Spendlove, Deputy City Clerk Sharon Bryan

Mayor Barigar asked for a moment of silence in recognition of September 11.

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: None

GENERAL PUBLIC INPUT

Billy Bello, President of Twin Falls Youth Council introduced leadership team.

Paul Smith, Twin Falls County, brought a statue of John Hase and gave history on John Hase.

City Council gave their approval of the statute.

I. CONSENT CALENDAR:

1. Request to approve the Accounts Payable for August 30 – September 6, 2016.
2. Request to approve the August 29, 2016, City Council Minutes.
3. Request to approve the Goode Motor/La Perona Mexican Independence Day Celebration event to be held at the City Park on Thursday, September 15, 2016.
4. Request to approve the 2016 Oktoberfest to be held Friday, October 7 and Saturday, October 8, 2016.
5. Request to approve the Rim to Rim Race that will take place on the north side of Twin Falls on September 17, 2016.

MOTION:

Councilmember 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

II. ITEMS FOR CONSIDERATION:

1. Formal ceremony promoting Officer Lou Coronado to the position of Sergeant and Sergeant Brent Wright to the position of Staff Sergeant.

Police Chief Kingsbury gave history and said that Officer Lou Coronado has been promoted to the position of Sergeant and Sergeant Brent Wright has been promoted to the position of Staff Sergeant.

2. Presentation to recognize the achievements of Jesse Killinger who has completed his Firefighter Level I certification and Dallas Williamson and Zackery Fleming for their successful completion of this year's Twin Falls Drivers Academy.

Battalion Chief Aguirre and Battalion Chief Cunningham and Battalion Chief Brookes announced the achievements of Jesse Killinger who has completed his Firefighter Level I certification and Dallas Williamson and Zackery Fleming for their successful completion of this year's Twin Falls Drivers Academy.

Mayor Barigar presented the certificates.

Chief Kingsbury challenged City Council and all in the audience who wished to join him to do 22 pushups in 22 days for PTSD awareness.

3. Request to purchase 40 Dell OptiPlex 7040 SFF computers for a total cost of \$34,290.40.

Information Communication Technology Manager Markus reviewed the request.

City Council discussion ensued on the following:

- Video cards

- Mike Freeman, Dell representative, explained how the video cards worked.

- Wrong specking of the needs.

- Costs for second server.

- Family Health Services understand what they are purchasing.

- Computers operate through several servers and one software

MOTION:

Councilmember Hall moved to approve the purchase of 40 Dell OptiPlex 7040 SFF computers in the amount of \$34,950.00 to come out of the contingency fund. The motion was seconded by Councilmember Pierce. Roll call vote showed those voting AYE: Boyd, Barigar, Lanting, Hall, Pierce and Hawkins. Those voting NAY: Talkington. Approved 6 to 1

4. Request to award the 2016 Zone Maintenance Sewer Improvement Project to Idaho Materials and Construction in the amount of \$288,395.00.

Public Works Director Caton reviewed the request.

City Council discussion ensued on the following:

- Timeline of construction.

- Quality of work.

Tim Vawser, EHM Engineers, reviewed bids.

MOTION:

Councilmember Talkington moved to award the 2016 Zone Maintenance Sewer Improvement Project to Idaho Materials and Construction in the amount of \$288,395.00. The motion was seconded by Councilmember Boyd. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

5. Request to award the 2016 South Hills Packaged Irrigation Pump Station procurement contract to HD Fowler of Twin Falls, Idaho, in the amount of \$129,900.

Staff Engineer Glaesemann reviewed the request.

City Council discussion ensued on the following:

Convert landscape watering from potable water over to pressurized irrigation.

MOTION:

Councilmember Boyd moved to award the 2016 South Hills Packaged Irrigation Pump Station procurement contract to HD Fowler of Twin Falls, Idaho, in the amount of \$129,900. The motion was seconded by Vice Mayor Hawkins. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

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

Dave Moore, Twin Falls, said he is disappointed with spending more money on Dell. He would like City to put this up for bid with compatible companies.

City Manager Rothweiler gave an update on the Twin Falls Urban Renewal Agency meeting.

City Manager Rothweiler said that Monday, September 19, 2016 City Council meeting will start at 3:30 PM and will take a tour of the Airport improvement projects.

City Manager Rothweiler said that the following will be on future agendas for discussion.

- o Downtown projects
- o Update City Hall project.
- o Maximum price for Public Safety building project.

III. ADVISORY BOARD REPORT/ANNOUNCEMENTS:

6:15 P.M.

IV. PUBLIC HEARINGS:

1. Request for amendment to Latitude 42 PUD #272 to modify development requirements for Cheney Drive West, a collector, between Fieldstone Drive and Creekside Way. (app.2303)

Gary Slette, owner of development reviewed the request.

Planner 1 Spendlove reviewed the amendment.

City Council discussion ensued on the following:

Conditions placed on amendment.
Restriction on parking
Width of Grandview
Bike Lanes
Sharrows rather than bike lanes.
Concern with turn lanes.
Negotiation good compromise.

Open Public Hearing:

John Kapelaris, Xavier School Board Chair, said chose private good over private financial benefit.

Close Public Hearing

Gary Slette said that they did everything possible to involve community.

City Council discussion ensued on the following:

- Long term on transportation needs.
- Safety concerns.
- Narrow road ways keeps residential feel.

MOTION:

Councilmember Talkington moved to approve the amendment to Latitude 42 PUD #272 to modify development requirements for Cheney Drive West, a collector, between Fieldstone Drive and Creekside Way. (app.2303) with the following conditions:

1. Subject to the fifty (50) foot ROW width only being applied for that section of Cheney Drive from Field Stream way to Creekside way, not including any part of the Intersection of Cheney and Creekside.
2. Subject to City Code 10-10-5 still being enforced on the smaller section of Cheney Drive.

The motion was seconded by Councilmember Lanting. Roll call vote showed all members present voted in favor of the motion. Approved 7-0

Break - 5 minutes

2. Request for an annexation with a zoning district change and zoning map amendment from SUI A of I to R2, R6 and C-1 CRO ZDA (Zoning Development Agreement) for approximately 28.84 (+/-) acres located on the north side of the 1800 & 1900 blocks of Pole Line Road East. (app.2804)

Dave Thilbualt, EHM Engineers reviewed the annexation request.

City Council discussion ensued on the following:

- Gravity flow
- Who will maintain the lift station?
- Traffic patterns and loads.
- Access for public safety vehicles.
- Contact property owners of surrounding property.
- Buildings need to be 100' from the canyon rim.
- Roadway frontage.
- Height variance
- Citizen design committee
- What is permitted in the ZDA.
- Conditions of building height can be added.

Planner 1 Spendlove reviewed the amendment.

Open Public Hearing: None
Close Public Hearing: None

Dave Thilbualt, EHM Engineers asking for a mechanism to advertise.

City Council discussion ensued on the following:

- Height restrictions.
- Mechanism for proposal to come through Citizen Committee and Council.
- Traffic flow concerns.

Deputy City Manager Humble reviewed city code regulations.

MOTION:

Councilmember Lanting moved to approve the annexation with a zoning district change and zoning map amendment from SUI A of I to R2, R6 and C-1 CRO ZDA (Zoning Development Agreement) for approximately 28.84 (+/-) acres located on the north side of the 1800 & 1900 blocks of Pole Line Road East. (app.2804) add to change ZDA how they can ask for additional height C-1 with the following conditions:

1. Site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards.
2. Subject to Pole Line Road widening and possible drop lanes being designed and constructed per City Engineer approval.
3. Subject to length of Public Roadway designated on Conceptual Development Plan to be determined by City Engineer.
4. Subject to **Area 4 MOU Section (2) – C – 1: Building Height** being modified as follows *“Additional Building Height may be permitted for buildings located within the CRO designated portion of the property within this ZDA which are “hotel/convention centers”, as defined in city code, by following the process outlined in City Code 10-7-3.”*

The motion was seconded by Vice Mayor Hawkins. Roll call vote showed all members present voted in favor of the motion. Approved 7-0

V. ADJOURNMENT:

Meeting adjourned at 7:50 PM

Sharon Bryan, Deputy City Clerk

http://twinfalls.granicus.com/MediaPlayer.php?view_id=2&clip_id=575



Date: Monday, September 19, 2016, Council Meeting

To: Honorable Mayor and City Council

From: Sergeant Ryan Howe, Twin Falls Police Department

Request:

Consideration of a request to approve the Annual Twin Falls High School Homecoming Parade to be held on Friday, October 13, 2016.

Time requested:

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

Background:

Clara Reed and Mike Federico, on behalf of the Twin Falls High School, have completed a Special Event Application to hold the Annual Homecoming Parade for 2016. The Parade is to be held on Friday, October 13, 2016, from 3:30 p.m. to 5:00 p.m. Event organizers request that Main Street be closed from Murtaugh Street to Castleford Street. Setup will start at 3:00 p.m., with the parade beginning at 3:30 p.m. The parade should conclude between 4:00 p.m. and 5:00 p.m. Opening of the streets will be completed by 5:30 p.m. The parade will begin in the area of the Magic Valley High School at Main Avenue and Castleford Street, traveling eastbound on Main Avenue to Murtaugh Street where the parade participants will disperse.

The Police Department will have the affected streets closed at 3:00 p.m.

The event coordinators will be responsible for notifying affected businesses impacted by the special event.

Approval Process:

Consent by the Council

Budget Impact:

The parade will require ten (10) flaggers from Road Work Ahead, with an estimated cost of \$500. The event will also require seven (7) Officers to adequately staff the event. This event has been budgeted for in the Twin Falls Police Department Budget.

Regulatory Impact:

N/A

Conclusion:

Relevant City Staff Members have met and approved this parade and special event. The Twin Falls Police Department Staff has approved the use of Road Work Ahead flaggers to control intersections during this parade and special event.

Attachments:

None

RH:aed



Date: Monday, September 19, 2016, Council Meeting
To: Honorable Mayor and City Council
From: Sergeant Justin Dimond, Twin Falls Police Department

Request:

Consideration of a request from Gary Miller, owner of Magic Mountain Ski Resort, to hold the fifth annual "Haunted Swamp" to be held at 646 South Park Avenue West in the City of Twin Falls. The Haunted Swamp will be open weekends starting on September 30, 2016, and running until October 30, 2016. The Haunted Swamp will be open on Fridays and Saturdays from 8:00 p.m. until 12:00 a.m. Additionally, it will be open on two Wednesday evenings from 8:00 p.m. until 10:00 p.m.

Time Estimate:

This is the fifth annual Haunted Swamp event. The event has been successful the past four years. Staff therefore requests this item be placed on the Consent Calendar.

Background:

Gary Miller, owner of Magic Mountain Ski Resort, has held the Haunted Swamp event at this location for the last four years. It will be held at 646 South Park Avenue West, property owned by Mr. Miller. This event is a fundraiser for the Ski Patrol. They will have several employees working the event, to include guides to aid people through the Haunted Swamp. Mr. Miller will also have three large parking areas for those attending, with a gravel road leading them to the parking area. He will have employees providing security and assisting with traffic control and parking.

There will be Ski Patrol members assisting with the event at all times. All of the Ski Patrol members are trained in CPR and first aid.

We have had no calls for service during this event over the past four years. Alcohol and smoking will not be allowed on the property.

Approval Process:

Consent of the Council

Budget Impact:

N/A

Regulatory Impact:

N/A

Agenda Item for September 19, 2016
From Sergeant Justin Dimond
Page Two

Conclusion:

With the success of this event in the past, Twin Falls Police Department and relevant City Staff members have reviewed this Special Event Application and recommend that the City Council approve the annual Haunted Swamp event.

Staff recommends that the on-duty Supervisor be given authority to order event organizers to mitigate the sound of amplified noise. If the noise complaints become habitual, the Patrol Supervisor shall be granted the authority to order the event to be terminated.

Attachments:

N/A

JD:aed



Date: Monday, September 19, 2016
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Curb-Gutter-Sidewalk & Driveway Approach Improvement Deferral Agreement – 1138 Highland Avenue East for Twin Falls School District #411.

Time Estimate:

The presentation will take approximately 5 minutes.

Background:

The School District wishes to construct a storage shelter for equipment. A building permit would require frontage improvements, such as curb-gutter-sidewalk & driveway approach installation. This property is located in an area that has no curb-gutter & sidewalk on either side to tie into. Since there is no existing curb & gutter to tie into, the land owner is requesting a deferral on the curb-gutter-sidewalk & driveway approach requirement.

Approval Process:

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

Budget Impact:

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

Regulatory Impact:

Approval of this request will allow the owner to defer construction until the City Engineer requires construction.

Conclusion:

Staff recommends that the Council approve the request as presented.

Attachments:

1. Location maps
2. Site Photos
3. Sidewalk Deferral Agreement

CURB-GUTTER-SIDEWALK & DRIVEWAY APPROACH IMPROVEMENT DEFERRAL AGREEMENT

This Agreement made and entered into this _____ day of _____, 20____, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City", and Twin Falls School District #411, hereinafter called "Developer", for the purpose of constructing certain improvements on property sought to be developed at 1138 Highland Avenue East.

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

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

WHEREAS, Developer desires to develop said real property in the following manner: storage shelter for equipment; and,

WHEREAS, the Developer is obligated to construct certain improvements, namely curb-gutter-sidewalk, driveway approach, street and gateway arterial landscaping, pursuant to Title 10, Chapter 11 and Chapter 7 of the Twin Falls City Code; and,

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

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

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

I.

City agrees: 1) to defer construction of the required curb-gutter-sidewalk, driveway approach, street and gateway arterial landscaping until _____, or until such time as the obligation of curb-gutter-sidewalk, driveway approach, street and gateway arterial landscaping construction on adjacent property or properties allows the City Engineer to require construction under the conditions specified in City Code Section 10-11-5(B)(2).

II.

Developer agrees to: 1) complete construction of curb-gutter-sidewalk, driveway approach, street and gateway arterial landscaping on the real property described above when required by the City Council.

III.

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

IV.

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

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

Required inspections shall include: 1) approval of all materials before inspection; 2) approval of forms and gravel base before pouring any concrete curb-gutter-sidewalk & driveway approach; and 3) approval of finished curb-gutter-sidewalk, driveway approach, street and gateway arterial landscaping.

VI.

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

VII.

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

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

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

CITY OF TWIN FALLS, IDAHO

BY _____ Mayor

DEVELOPER

Stacy P. Dickinson

STATE OF IDAHO

On this 12th day of Sept, 2016, before me a notary public in and for said State, personally appeared Stacy Dickinson

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

Kelly Weeks
Notary Public
Residing in Kimberly
Expires 11/6/2018



STATE OF IDAHO

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

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

Notary Public
Residing in _____
Expires _____



1138 Highland Ave E Highland Ave E

Blue Lakes Blvd S

N 3000 E

© 2016 Google

Google earth

Imagery Date: 6/8/2016 42°32'39.29" N 114°27'32.95" W elev 3767 ft eye alt 4654 ft

1992



© 2014 Google

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© 2014 Google

Franklin

©2015 Google

©2015 Google

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RIGHT TURN
MUST
TURN RIGHT

STATE OF IDAHO DEED

Number 11951
Certificate No. 25441

To All to Whom These Presents Shall Come, Greetings:

Whereas, on the 10th day of DECEMBER, 1982, all that tract or parcel of SURPLUS - DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS land of the State of Idaho, hereinafter mentioned and particularly described, was sold in the manner provided by law to

- TWIN FALLS SCHOOL DISTRICT #411 -

of TWIN FALLS, State of IDAHO, for the aggregate price of

ONE HUNDRED THOUSAND AND NO/100 DOLLARS

And Whereas, the said sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS

has been fully paid to the proper receiving officer for the State of Idaho, by TWIN FALLS SCHOOL DISTRICT #411, 210 Main Avenue West, Twin Falls, Idaho 83301.

as shown by the records in the office of the State Board of Land Commissioners, the said sum being the whole amount of the purchase price for the said tract or parcel of land hereinafter described:

Now, Know Ye, That the said State of Idaho, in pursuance of law in such case made and provided, and in consideration of the premises aforesaid, and of the aforesaid sum of

ONE HUNDRED THOUSAND AND NO/100 DOLLARS

to the said State of Idaho paid, doth by these presents grant, bargain, sell, convey and confirm, in fee, unto the said

- TWIN FALLS SCHOOL DISTRICT #411 -

Their heirs and assigns, all of the said tract and parcel of land situated in the County of TWIN FALLS

and State of Idaho, and described as follows, to-wit: A parcel of land being a portion of the SW1/4NW1/4 of Section 22, Township 10 South, Range 17 East, Boise Meridian, as described in the following deeds, recorded in the County Recorders office of Twin Falls County, Idaho: Deed dated November 3, 1945 recorded November 26, 1945 in Book 146 of Deeds at Page 144 as Instrument No. 354030; Warranty Deed dated October 18, 1968 recorded November 6, 1968 in Book 22 of Deeds at Page 163; Quitclaim Deed dated October 22, 1968 recorded October 23, 1968 in Book 220 at Page 1551 as Instrument No. 593236 more particularly described as follows, to-wit: Beginning at the Northeast corner of the tract of land as described in that certain Deed dated November 3, 1945 recorded November 26, 1945 in Book 146 of Deeds at page 144 as Instrument No. 354030 records of Twin Falls County, Idaho which corner is shown of record to be East 436.7 feet and South 30.0 feet from the Northwest corner of the SW1/4NW1/4 of Section 22, Township 10 South, Range 17 East, Boise Meridian; thence South 0°57'30" West, (shown of record to be South 0°20' West) along the East line of said tract of land 525.9 feet to the Southeast corner thereof; thence North 79°25'30" West, (shown of record to be North 80°03' West) along the Southerly line of said tract of land and the Southerly line of the tract of land as described in that certain Warranty Deed dated October 18, 1968 recorded November 6, 1968 in Book 22 of Deeds at Page 163 records of said Twin Falls County, 256.79 feet to the Southwest corner of the last above mentioned tract of land which is in a line parallel with and 35.39 feet Southeasterly from the centerline and bears South 81°16'13" East, from Station 8+33.52 of the Blue Lakes Blvd. Survey as shown on the plans thereof now on file and of record in the office of the Twin Falls Highway District; (CONTINUED ON BACK OF DEED)

To have and to hold the said premises and parcel of land above particularly described, with the appurtenances thereon, unto the said

- TWIN FALLS SCHOOL DISTRICT #411 -

Their heirs and assigns, in fee simple forever, subject to the provisions of Section 58-604, Idaho Code, as amended by Chapter 44, 1951 Session Laws; which grants over all lands belonging to the State a right of way for ditches constructed by authority of the United States. The State reserves the right to all coal, oil, oil shale, gas phosphate, sodium, asbestos, gold, silver, lead, zinc, copper, antimony and all minerals or deposits of minerals of whatsoever kind or character, including sand, gravel and pumice pursuant to Sec. 47-701, Idaho Code; also reserved to the State are geothermal resources, including associated by-products. Said minerals being reserved are as shown on State of Idaho Land Sale Certificate No. 25441

In Witness Whereof, I JOHN V. EVANS, the Governor of the State of Idaho, have hereunto signed my name and caused the Great Seal of the State of Idaho and the Seal of the Board of Land Commissioners to be hereunto affixed, this 4th day of April, 1983 A.D.

Countersigned: [Signatures of Pete T. Cenarrusa and John V. Evans] Secretary of State, Governor of Idaho and President of State Board of Land Commissioners

Countersigned: [Signature of Director, Department of Lands]

STATE OF IDAHO,) ss.
County of Ada,)

On this 4th day of April, 1983, before

me, a Notary Public in and for said State, personally appeared John V. Evans, known to me to be the Governor of the State of Idaho, and Pete T. Cenarrusa, known to me to be the Secretary of the State of Idaho, and Gordon C. Trombley, known to me to be the Director, Department of Lands of the State of Idaho, who executed said instrument and acknowledged to me that such State of Idaho executed the same.

In Witness Whereof, I have hereunto set my hand and seal on the day and year last above written.

[Signature of Notary Public]



38047

INDEXED
DIRECT
REVERSE

LEGAL DESCRIPTION CONTINUED:

thence Northwesterly along said parallel line being a 608.35 foot radius curve left (the long chord of which bears North 1°53'11" West - 224.17 feet) an arc length of 225.46 feet to a point that bears North 77°29'43" East, from Station 10+45.87 of said Blue Lakes Blvd. Survey; thence North 1°53'11" West, 36.48 feet to a point in the Southwesterly line of the tract of land as described in the first above mentioned deed that bears North 74°09'33" East, 43.16 feet from Station 10+79.23 of said Blue Lakes Blvd. Survey; thence along the Southwesterly and Northwesterly line of said tract of land as follows: North 25°15'34" West (shown of record to be North 26°34' West) 126.20 feet to a point that bears North 62°21'01" East, 35.39 feet from Station 11+97.32 of said Blue Lakes Blvd. Survey North 27°39' West, (shown of record to be North 26°34' West) 21.76 feet to a point that bears North 60°01'39" East, 35.20 feet from Station 12+20.54 of said Blue Lakes Blvd. Survey, Northwesterly, Northerly, Northeastly and Easterly along a 60.0 foot radius curve right 123.86 feet (shown of record to be 122.1 feet) to a point in the Northerly line of said tract of land which is shown of record to be a line parallel with and 30.0 feet Southerly from the North line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence South 89°22'30" East, (shown of record to be East) along said North line 279.97 feet (shown of record to be 280.6 feet) to the Place of Beginning and containing approximately 3.23 acres.

STATE OF IDAHO
County of Twin Falls
I hereby certify that this instrument
is for record at the request of
State
5:05 o'clock, *PM* this **APR 11 1983**
in my office and duly recorded in book
239 Needs page *239A*

RICHARD A. PENLIS
Ex-Officio Recorder
Janet Brauer
Deputy

Fee \$
Return to
Green Lake School
District #1
201 Main Ave West

RECEIVED
APR 21 1983
SCHOOL DISTRICT #411

Presented to and Filed by me
DORIS E. HANBY
Assessor, Twin Falls County
Date *4/11/83*

Instrument No 354030

DEED

THIS INDENTURE, Made and entered into this 3rd day of November, 1945, by and between Twin Falls Highway District, a body politic and corporate under the laws of the State of Idaho, having its place of business at Twin Falls, Twin Falls County, in said State, the Grantor, and Department of Public Works of the State of Idaho, having its principal business office at Boise, in Ada County therein, the Grantee,

WITNESSETH: That the grantor, being the owner of certain real property situated within its territorial limits in the county of Twin Falls, State of Idaho, on which has been located certain building or buildings belonging to the State of Idaho, and which said real property is not necessary to the use of the grantor district for its own purposes; and, the Commissioners of the grantor district, as the governing body thereof, deeming it desirable for the general welfare and benefit of the people of the district, and of the district, and of the entire State, generally, in the furtherance of construction, improvement and maintenance of highways within and without the district, that the said real property be conveyed to the grantee department so that it may by said department be used for such purposes, having decided and by appropriate action having provided that such transfer be made, as shown by the records of the grantor district.

NOW, THEREFORE, in consideration of the premises, the service to the general welfare of the people of the district and of the district itself, and the benefits to be derived. The Grantor does hereby Grant, Convey, Transfer and Confirm unto The Grantee department that certain piece, parcel or tract of land situated in Twin Falls County, Idaho, being a part of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section Twenty-two (22), in Township Ten (10), South of Range Seventeen (17), East, B M described as follows:

Beginning at a point which is 156.1 feet east and 30.0 feet south of the northwest corner of the said Southwest Quarter of the Northwest Quarter of the said Section, running thence east along a line which is 30 feet south of and parallel to the north line of said subdivision east 280.6 feet, running thence south 0 degrees 20 minutes west 525.9 feet, running thence north 80 degrees, 3 minutes west 124.8 feet, running thence north 26 degrees 34 minutes west 466.9 feet, running thence northeasterly following a curve having a radius of 60.0 feet 122.1 feet to the point of beginning, and containing 2.82 acres, more or less.

IN WITNESS WHEREOF the grantor has caused this instrument to be executed by the Chairman of its Board of Commissioners and its Secretary, thereto duly authorized, and its seal to be hereto affixed the day and year first above set forth.

(Twin Falls Highway District)
(Twin Falls County, Idaho. SEAL)

TWIN FALLS HIGHWAY DISTRICT.

By W T Combs,
President

By Stuart H Taylor
Secretary

STATE OF IDAHO)
County of Twin Falls) ss

On this 17th day of November, 1945, before me, a Notary Public in and for said County personally appeared W T Combs, President, and Stuart H Taylor, Secretary of the Twin Falls Highway District, and acknowledged to me that they executed said deed on behalf of said Highway District.

(Alice C Taylor, Notary Public)
(State of Idaho)

Alice C Taylor,
Notary Public

Filed for record at the request of Dept of Public Works at 11:30 o'clock AM on Nov 26, 1945.

C A Bullos, Recorder

Fees --
erp CJ

... one thousand nine hundred and sixty-eight between
TWIN FALLS COUNTY, a political subdivision of the State of Idaho
of the State of Idaho, County of _____, State of _____
of _____, the party of the first part, and
of THE STATE OF IDAHO, _____-County-of- _____-State-of-
of _____, the party of the second part.

WITNESSETH That the said party of the first part, for and in consideration of the sum of _____ DOLLARS, lawful money of the United States of America, and other good and valuable consideration, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, convey and forever QUITCLAIM, unto the said party of the second part, and to its successors, heirs and assigns, all present right, title and interest, and all right, title and interest that hereinafter may be acquired by the party of the first part in and to certain lot, piece or parcel of land, situate, lying and being in _____ County of Twin Falls, State of Idaho, bounded and particularly described as follows, to-wit:

A parcel of land being a portion of the SW $\frac{1}{2}$ NW $\frac{1}{2}$ of Section 22, Township 10 South, Range 17 East, Boise Meridian, described as follows, to-wit:

Commencing at a point which is 156.1 feet East and 30.0 feet South of the Northwest corner of the SW $\frac{1}{2}$ NW $\frac{1}{2}$ of Section 22, Township 10 South, Range 17 East, Boise Meridian; thence Easterly and Southeasterly along a 60.00 foot radius curve left (the long chord of which bears South 31°43' West - 102.08 feet) an arc length of 122.1 feet; thence South 26°34' East - 466.88 feet to the REAL POINT OF BEGINNING; thence North 80°03' West - 131.99 feet; thence North 02°31' West - 260.30 feet; thence South 26°34' East - 316.24 feet to the REAL POINT OF BEGINNING, and containing approximately 0.39 acres.

The Grantor further agrees that by resolution duly passed at a regular meeting of the Board of County Commissioners of Twin Falls County, State of Idaho, held on the _____ day of _____, 196____, that the County has determined that the above described real property is not necessary for the use of the County and is granted to the State of Idaho.



with the appurtenances, unto the part of the second part, and to heirs and assigns forever.

IN WITNESS WHEREOF, TWIN FALLS COUNTY, a political subdivision of the State of Idaho, has caused these presents to be executed by the Board of County Commissioners and its corporate seal to be affixed this 22 day of October, 1968.

Robert J. Longmiller
Chairman

Morris W. Carlson
Member

Wm. L. Chaney
Member

STATE OF IDAHO)
County of Twin Falls) ss.

On this 22 day of October, 1968, before me, the undersigned, Clerk of the District Court of the Judicial District of the State of Idaho, in and for the County of Twin Falls, personally appeared Robert J. Longmiller, Morris W. Carlson and Wm. L. Chaney, known to me to be the Chairman and Members of the Board of County Commissioners of Twin Falls County, State of Idaho, a political subdivision of the State of Idaho, which executed the above and foregoing deed and acknowledged to me that they executed said deed for and on behalf of said Twin Falls County, State of Idaho, a political subdivision.

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

H. A. Lancaster
Clerk of the District Court

(SEAL)

Document No. _____
QUITCLAIM DEED
<u>Twin Falls County</u> TO
<u>State of Idaho</u>
_____, 19____
DAHO
by certify that this was filed for record at <u>Twin Falls</u>
_____ minutes past _____ o'clock <u>P</u> . M.
_____ day of <u>Oct 22</u> 19 <u>68</u>
in my office, and duly Book _____ at Page _____
LANCASTER
-Office Recorder. <u>H. A. Lancaster</u> Deputy.
Department of Highways se, Idaho



Date: Monday, September 19, 2016
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to accept the Improvement Agreement for the purpose of developing **Northern Passage Subdivision No. 3**.

Time Estimate:

The staff presentation will take approximately 2 minutes.

Background:

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

Approval Process:

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

Budget Impact:

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

Regulatory Impact:

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

Conclusion:

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

Attachments:

1. Improvement Agreement.

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this 30th day of Aug., 2016, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and Northern Passage, Inc. hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Northern Passage Subdivision Number 3.

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

WHEREAS, Developer desires to develop said real property for the following purposes: a residential subdivision.

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

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

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

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

WITNESSETH

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

I.

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

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

II.

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

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

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

III.

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

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

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

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

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

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

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

IV.

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

X.

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

XI

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

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

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

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

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

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

XII.

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

PUBLIC WAYS

(a) Required Improvements

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

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

WATER SYSTEM

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

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

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

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

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

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

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

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

(b) City Costs

- (1) None.

(c) Required Inspections

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

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

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

(b) City Costs

(1) None.

(c) Required Inspections and Testing

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

DRAINAGE SYSTEM

(a) Required Improvements

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

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

(b) City Costs

(1) None.

(c) Required Inspections and Testing

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

GRAVITY IRRIGATION SYSTEM

(a) Required Improvements

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

(b) City Costs

(1) None.

(c) Required Inspections and Testing

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

PRESSURE IRRIGATION SYSTEM

(a) Required Improvements

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

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

- (5) The Developer shall be responsible for all costs incurred in designing and installing the pressure irrigation station. This includes the land, pumps, motors, filters, buildings, delivery system to the station from the TFCC head gate, storage pond, Supervisory Control and Data Acquisition (SCADA) system, and power to the station.
 - (6) All pressure irrigation system plans must be prepared by the Developer's engineer shall be according to the City's standard specifications and drawings. Plans submitted to the City shall be signed by a Professional Engineer for review and final approval, before the City Engineer will sign the plat or approve construction plans.
 - (7) The Pressure Irrigation System shall be located with in easements, right of ways and/or property deeded to the City of Twin Falls.
- (b) City Cost.
- (1) None
- (c) Required Inspections and Testing
- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

SPECIAL FEATURES

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

a) Required Improvements

Not Applicable

b) City Costs

(1) None.

XIII.

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

1. Erosion and sedimentation controls.
2. Stormwater retention and detention facilities.
3. Waste water sewers and service connections.
4. Waste water manholes.
5. Storm sewers and catch basins.
6. Gravity irrigation pipes and boxes.
7. Pressure irrigation lines, service connections, etc.
8. Water lines and service connections.
9. Gas lines, power lines, telephone lines and cablevision lines.
10. Any other underground improvements that are required.
11. Sub-base preparation for public ways.
12. Gravel base course for public ways.
13. Curb-gutter, valley-gutter and sidewalk.
14. Gravel leveling course.
15. Asphalt paving.
16. Special Features.

XIV.

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

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

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

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

XV.

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

XVI.

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

Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer
Northern Passage, Inc.

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

On this 31st day of August, 2016, before me, the undersigned, a Notary Public for Idaho, personally appeared _____, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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

Notary Public for Idaho
Residing at Twin Falls, Idaho

CORPORATION

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

On this 31st day of August, 2016, before me, the undersigned, a Notary Public for Idaho, personally appeared STEVE SHOTWELL, known or identified to me (or proved to me on the oath of _____) to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

NOTICE OF DEVELOPER'S AGREEMENT

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

Northern Passage Subdivision Number 3

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

CITY OF TWIN FALLS, IDAHO

City Clerk

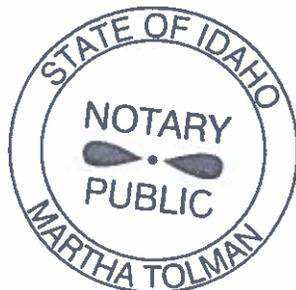
Mayor

Developer
Northern Passage, Inc.

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

On this 31st day of August, 2016, before me, the undersigned, a Notary Public for Idaho, personally appeared Steve Shotwell, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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



Martha Tolman
Notary Public for Idaho
Residing at Twin Falls, Idaho
Exp 10/17/18



September 19, 2016, City Council Meeting

To: City Council

From: Mayor Shawn Barigar

Request: Consideration of a request to confirm the re-appointment of Brady Workman for a second term on the Airport Advisory Board.

Time Estimate: The presentation will take approximately 2 minutes. Following the presentation, additional time may be necessary for questions.

Background: Brady Workman was appointed to the Airport Board in 2013. Over the first 3 years of his first term, Mr. Workman has attended meetings regularly and been a positive contributor.

Approval Process: City Code 8-7-3 says that Airport Board members are appointed by the Mayor and confirmed by the City Council.

Budget Impact: None

Regulatory Impact: Approval of this request will maintain full membership on the Airport Advisory Board. Board members are eligible to serve two 3 year terms.

Conclusion: I request that the Council confirm my re-appointment of Brady Workman to serve a second 3 year term the Airport Advisory Board.



Date: **Monday, September 19, 2016**

To: Honorable Mayor and City Council

From: Jonathan Spendlove, Planner 1

Request:

Consideration of a request from Alfred Herrin to waive the non-conforming building expansion permit process for a home located at 412 Blue Lakes Blvd.

Time Estimate:

Staff presentation may take five (5) minutes. Applicant or representative will be available to answer any questions.

Background:

Attached is a request from Alfred Herrin who is asking to be allowed to build an addition onto the front of his residence located at 412 Blue Lakes Blvd. The home is located in the R-4 PRO Zoning District. The minimum Front Yard Setback for this zone is twenty feet (20') from property line OR eighty feet (80') from street centerline, **whichever is greater**. The existing home, built around 1920 according to County Assessor records, is located within the front yard setback and the street centerline setback (see Attachment #2 for detail).

Per City Code Title 10; Chapter 4; Section 5.3 states, "A building or use made nonconforming but which was lawfully existing or under construction at the time of adoption of this code...." Staff determined the current residence is legal nonconforming as the home was lawfully built prior to our code (1978). The building foundation stands at 19' +/- from the front property line, thus encroaching approximately 1' into the Property Line Setback and is encroaching more than 30' into the Street Centerline Setback.

On May 17, 2016 the City received a building permit for an addition of a deck onto the rear of the home. The building permit was approved and ultimately the deck was added onto the back of the house. A letter of completion from the City Building Official was sent to Mr. Herrin on September 9, 2016.

Shortly after submittal of the building permit in May Mr. Herrin inquired about adding an addition to the front of his home. Upon review of the property it was discovered the front of the residence was encroaching into ITD RoW and was also encroaching into the city frontyard setback. Mr. Herrin was informed there was no city or state provision to build an addition onto the front of his home as it would be a further encroachment into ITD RoW and would be also be a further encroachment of the city's frontyard setbacks. Mr. Herrin was told the city could not accept a building permit for an addition to the front of the house.

During a routine building inspection during construction of the rear deck it was discovered there was a front addition being built onto this property. Despite staff informing Mr. Herrin he could not continue construction of the front addition the applicant proceeded to build the front porch addition without a building permit.

It has taken staff some time to conduct the research as well as working through the legal ramifications of the applicant constructing the porch addition without a permit.

City Code Section 10-3-4 deals with legal non-conforming buildings and uses. Section 10-3-4(D) provides for a process to allow a legal non-conforming building expansion permit. This process requires a hearing before the Planning and Zoning Commission. The last sentence of the first paragraph of Section 10-3-4 states:

"The requirements of this section may be waived for residences and residential uses by motion and minute entry of the City Council."

If the Council wishes, it may waive the public hearing before the Planning & Zoning Commission as per requirements of Section 10-3-4. This would allow the applicant to proceed with the building permit process.

If the Council feels that Mr. Herrin should go through the non-conforming building expansion permit process, an application would be required and a public hearing shall be held before the Commission. The process takes about 30-45 days from the date of application. If their decision is appealed to the Council, it could extend the timeframe another 30-45 days.

Expansions that encroach further into the setbacks, especially frontyard setbacks, do not typically make their way to the Council as staff does not support further encroachment into right of way. Staff encourages applicants to make expansions in areas that conform with the current City Code. A typical request would be an expansion on the rear or side of a legal non-conforming residence – an expansion that does not further encroach into the setback.

Engineering reviewed Mr. Herrin's expansion request and does not support a further encroachment into Blue Lakes Blvd as it is ITD RoW.

Conclusion:

The City Council is tasked with acting on the request. If the waiver is granted the applicant may proceed to submit for a public hearing before the Planning & Zoning Commission. If the applicant is not satisfied with the decision by the Commission, he may appeal that decision to the Council.

Attachments:

1. Narrative
2. Area/GIS Map Exhibit (1)
3. Applicant Submitted Site Plan

Around 2012 /2103 our porch had become unsafe. We were foster parents and I was too ill to make repairs, so some friends came and repaired the porch. While doing so they did not make it wider just longer to be able to sit out front with the kids.

Just recently I added a cover to the porch.

The cover keeps our house cool and we no longer have to run air conditioners all day.

The cover also allows me to be out front without direct sunlight.

We are not going past the existing porch size we are not closer to the street with this expansion than we have ever been.

We have painted and added a metal roof, we are trying to make the house nicer for the neighborhood.

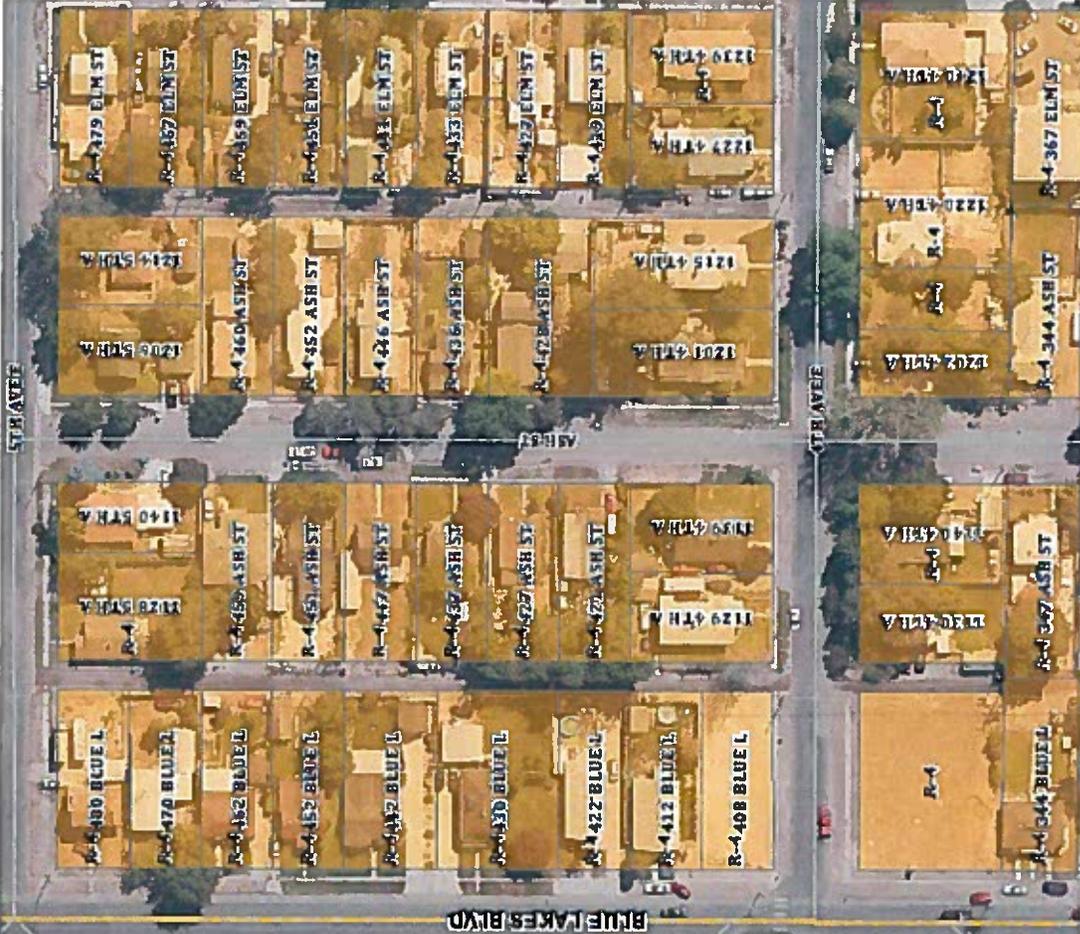
We realize we could detach the cover from the house and add posts – then we would not need a permit in order to comply. However it would not be as safe and secure.

Thank you

Al Herrin

412 Blue Lakes Blvd

Twin Falls, Idaho



16-1238



Google earth



**Building Plans have
been reviewed and approved**

All Construction Subject
To Field Inspection

Page 1 of 4

Date 5/27/16

16-1238
412 Blue Lakes Blvd



September 19, 2016 City Council Meeting

To: Honorable Mayor and City Council

From: Bill Carberry, Airport Manager

Request: Consideration of an Airport Utility plan update contract with JUB Engineers, in the amount of \$30,000.

Time Estimate: 5 minutes with additional time for questions.

Background:

The Airport's first utility master plan was completed in 2007. Since that time, the airport has completed several of the projects identified to include looping the water distribution system, adding sewer collection lines, and developing a new storm water retention area. These incremental upgrades have been critical in helping support aeronautical development to include the recent addition of Fed Ex on the airport.

The airport has the need to update the airport utility master plan to help prepare for future growth opportunities. The update will help inventory the existing utilities and examine plans for expansion of the water, waste water, storm water, natural gas, electric, and communication systems. In addition, the plan will help identify utility corridors for future development parcels.

The Master Utility Plan will be updated in conjunction with the upcoming 2017 Preliminary Design Project for future taxi lane development in the airport's N.E. development area. The relationship between these two planning efforts will help the airport more readily identify the direction of growth and investment for future aeronautical users.

Budget Impact: The Airport has the \$30,000 in its 2016 fiscal year budget and will encumber the funding over to 2017 if approved by the City council.

Regulatory Impact: The upgrade to the utility plans will help the airport move forward with projects that are compliant with governing regulations.

Conclusion: Staff recommends the Council approve the agreement for the Utility Plan Update with JUB engineers for the amount of \$30,000 authorize the Mayor to sign the agreement.

Attachment: Airport utility plan update agreement with JUB Engineers

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

Task Order No. 60-15-075-3
Twin Falls–Magic Valley Regional Airport

DATE: July 19, 2016

PROJECT: TWIN FALLS MAGIC VALLEY REGIONAL AIRPORT – AIRPORT UTILITY PLANNING

Re: Master Agreement for Engineering Services for the Twin Falls Magic Valley Regional Airport between the City of Twin Falls (CLIENT) and J-U-B ENGINEERS, INC. (CONSULTANT), dated September 23, 2015.

PROJECT DESCRIPTION

The northeast portion of the Twin Falls Airport has experienced growth and with recent air cargo improvements and acquisition of Reeder's property the airport is in need of Non AIP eligible utility planning for utility improvements. The Airport Master Plan, completed in 2012, defines the area as two major types of uses, future aeronautical development and non-aeronautical development. A future access road to Blue Lakes Boulevard splits the uses with taxilane access to the south and vehicle access to the north. While the Airport Master Plan has identified the uses, additional planning is required for future utilities such as water, sewer, gas and power.

Currently the airport is preparing to begin design and construction efforts for taxiway "A" AIP 038 and preliminary design, later this fall, for taxilane "Zulu". Taxilane "Zulu" will provide redundant access for the northeast area tied directly with Taxiway "A". This is important since taxilane "Zulu" will provide much needed relief and redundancy to a busy part of the airport that is centered around BLM, General Aviation and corporate operations.

In order to save costs and give the best value possible, the utility plan will be coordinated with the two AIP projects. Since the utility demands will likely vary depending on the ultimate land uses, the planning document will provide basic corridors with a range of estimated costs. The utility corridors will be dependent on the ultimate taxilane "Zulu" alignment, as well as lot layouts. Since the planning document will be integrated with the two AIP projects, the plan will be completed mid-summer of 2017.

Upon execution of this Task Order by the CLIENT and CONSULTANT in the space provided below, this Task Order will serve as authorization for the CONSULTANT to carry out and complete the services set forth below in accordance with the referenced Agreement between the CLIENT and CONSULTANT.

1. Scope of Services: Engineering services will be provided as directed by the CLIENT to address the following:
 - a. Inventory existing sewer and water utilities, including identifying growth areas that can be accommodated with current infrastructure based on current models for water and sewer that were recently completed for the City of Twin Falls. Identify improvements for water and sewer infrastructure that may need updated in order to accommodate growth based on Commercial GA and private hangar construction. No additional modeling is anticipate with this scope of services.
 - b. Meet with Idaho Power to determine infrastructure improvements which are required to accommodate growth.

- c. Research and explore options for extending a natural gas mainline to the Airport.
 - d. Layout future utility "corridors" for sewer, water, power, vehicle access and gas. Utility corridor layout will be in conjunction with future taxilanes planning. Evaluating demands on the utilities and preliminary sizing of utilities is not included in this scope of services.
 - e. City Water department has expressed a potential need for connecting the current water system with an existing well located east of the current well. Provide a planning review of tying in a redundant well located on airport property including piping and capacity needs necessary for initiating the design of a redundant well system.
 - f. J-U-B Engineers will work with the City of Twin Falls Information Services Department (IS) to inventory and document existing communication infrastructure serving the Airport Department. The IS Dept. will assist J-U-B with researching and exploring options for improving fiber/broad band communications. The fiber and broadband are intended for City of Twin Falls use only.. The IS department's findings will be included in the Utility Master Plan document for the purpose of identifying options for improvements. *Note: As a part of the broad band, and fiber inventory a list of existing options for on airport tenant use will be documented.*
 - g. Prepare utility plan depicting future water, sewer, and power corridors. The plan will also be used for submitting on future non-FAA grants for funding and for developers.
 - h. Future sewer installations may require a future lift station. Provide planning level needs for location alternatives for a lift station facility. Investigate the possibility of using septic tanks in place of lift stations with City, IDEQ and SCPHD.
 - i. Provide opinion of probable cost for improvements including water lines, sewer lines, lift stations, and access roads. Since the planning will not determine pipe and lift station sizes, the cost estimate shall give potential cost ranges. The costs will need to be revised when actual demands and pipe and lift station sizes can be calculated based on known uses.
 - j. Deliverable will include a map depicting utility corridors along with a written summary of findings. Infrastructure costs will be based on cost ranges since pipe and lift station sizing is not included in the utility planning.
2. Time for Performance of Services: The plan will be completed by July 2017, depending on AIP 038 schedule or as directed by the client.

3. Compensation for Services: Compensation will be on a Time and Materials basis on a not-to-exceed \$30,000, without further authorization.

SIGNATURES

CLIENT:

Twin Falls - Magic Valley Regional Airport

By: Shawn Barigar

Title: City of Twin Falls Mayor

Date: _____

ENGINEER:

J-U-B ENGINEERS, Inc.

By: Robert E. Hegstrom

Title: Area Manager

Date: _____



Date: Monday, September 19, 2016
To: Honorable Mayor and City Council
From: Jacqueline D. Fields, City Engineer

Consent:

Authorize the Mayor to sign a letter requesting ITD participation in the consideration of improvement to the traffic flow through the Blue lakes Blvd. & Fillmore/Bridgeview intersection.

Background:

Recent development of the area to the west of the Blue Lakes Blvd. & Fillmore/Bridgeview signal has increased traffic in this area. Citizens and staff have noticed that there is delay in the left turn movements from the City streets. Staff believes that drivers are uncomfortable judging the gap across Blue lakes Blvd. and will hesitate regardless of whether or not a gap exists. It has also come to our attention that local driver education instructors are teaching students that drivers should not enter an intersection unless the driver believes they can complete the movement without stopping. This may exacerbate the delay experience on the City streets. Since Blue Lakes Blvd is a state highway, efforts have been made to engage ITD in an evaluation of the intersection with a possible solution of providing a protected left turn movement for part of the City street cycle. In addition, the City is not authorized to modify the signal equipment with ITD approval. This letter is to identify the intersection as a priority for the City and to request that ITD participate in an evaluation of intersection and potential changes that could improve the traffic flow on the City streets without excessive negative impacts on the State Highway.

Budget Impact:

There is no budget impact to initiate analysis. Eventually, there may be a recommendation for design or construction on either the City or the State Highway road system.

Conclusion:

Staff recommends that the Council authorize the Mayor to sign the letter.

Attachments:

1. Letter



P.O. Box 1907

321 Second Avenue East

Twin Falls, Idaho 83303-1907

Fax: (208) 736-2296

September 19, 2016

Devin Rigby, District Engineer
216 S. Date St.
Shoshone ID 88852-0820

RE: US-93 Blue Lakes Boulevard and Fillmore/Bridgeview
Request to participate with the City of Twin Falls in an analysis of the intersection

Mr. Rigby:

The intersection of US-93 (Blue Lakes Boulevard) and Fillmore/Bridgeview sits at the gateway entrance to the City of Twin Falls, providing access to and from our busy commercial areas as well as the scenic recreation areas along the Snake River Canyon corridor. It's also a critical point for US-93 helping to move goods and people to and through the Twin Falls area.

Recently, citizens and City staff have observed increased delays in traffic flow at this intersection, particularly by motorists who are attempting to complete left turn maneuvers onto Blue Lakes Boulevard. City staff believes that this may be caused by discomfort in judging the gap because of the large distance across Blue Lakes.

Citizens have voiced these concerns to the Council, City Commissions and staff. This is an important issue for us. The Council would like to have potential improvement investigated in partnership with the Idaho Transportation Department. I am writing to request that you direct the appropriate staff at District 4 ITD to participate with City staff and provide resources for this immediate evaluation. I'm confident that together we can identify the root cause of these challenges and develop timely improvements to this intersection.

If you have any questions or need further information, please contact me at or Jackie Fields at 736-2893 or jfields@tfid.org.

Sincerely,

Shawn Barigar, Mayor
City of Twin Falls



Date: Monday, September 19, 2016
To: Honorable Mayor and City Council
From: Jacqueline D Fields, City Engineer

Request:

Approve the list and authorize staff to enter into negotiations with Civil Science, Inc. for the Transportation Master Plan 2016.

Time Estimate:

The presentation will take approximately 5 minutes.

Background:

The decision was made to request qualifications for professional services to development the City of Twin Falls Transportation Master Plan 2016 (Plan). The evaluation team was comprised of the Mayor, the Deputy City Manager (Community Services and Development), the Public Works Director, the City Engineer, the Streets Superintendent, the Parks and Recreation Director, the Planning and Zoning Director and the Public Information Officer. The evaluation team met in April to develop the request and establish the evaluation criteria. This was an important component because the proposals should include information on the areas the City is interested in addressing in the Plan.

The request was developed and advertised in May 2016. Four proposals were received by the due date of June 23, 2016. The firms submitting proposals were (alphabetically): Civil Science, Inc., JUB Engineers, Inc., Kittleson & Associates, Inc. (KAI), and Riedesel Engineering. The team met to discuss the proposals on July 11, 2016. Additional time was provided for staff to complete the evaluation paperwork and, when the scores were tallied, KAI was within 0.2% of Civil Science, Inc. Since the difference is small, the City Engineer developed supplemental questions for both firms and, after evaluation team review and concurrence, submitted the questions to the 2 firms. This submittal was made on August 17, 2016 and the additional information was submitted by August 31, 2016. The evaluation team reviewed the responses and concurred with the decision to select Civil Science, Inc.

Although all the firms are qualified, state law requires that evaluations result in a prioritized list. The list is:

Civil Science, Inc.
Kittleson & Associates, Inc.
JUB Engineers, Inc.
Riedesel Engineers

Approval Process:

Idaho Code 67-2320 states that the public agency determines the best qualified firms to provide the required services, ranked in order of preference, based on the evaluation criteria.

Budget Impact:

The Transportation Master Plan is currently budgeted in the Street fund at \$250,000. This amount is identical to the contract that resulted in the 2008 Transportation Master Plan.

Regulatory Impact:

Approval of this request will allow the staff to enter into negotiation for development of the scope for the work.

Conclusion:

Staff recommends that the Council approve the request as presented.

Attachments:

none