Twin Falls City Council
Agenda

Monday, December 23, 2019, 5:00 PM

City Council Chambers
203 Main Avenue East- Twin Falls, Idaho

Members: Shawn Barigar, Suzanne Hawkins, Nikki Boyd, Chris Talkington, Gregory Lanting, Christopher Reid, Ruth Pierce

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

2) PLEDGE OF ALLEGIANCE

3) PROCLAMATIONS: None

4) GENERAL PUBLIC INPUT

5) CONSENT CALENDAR

   a) **ACTION ITEM:** Request to approve the December 16, 2019, City Council Minutes.

      By: Amy Luna, Finance Administrative Assistant

   b) **ACTION ITEM:** Request to approve the Accounts Payable for December 12-18, 2019.

      By: Amy Luna, Finance Administrative Assistant

   c) **ACTION ITEM:** Request to approve the Wells Fargo Credit Commercial Card for November 2019.

      By: Amy Luna, Finance Administrative Assistant

   d) **ACTION ITEM:** Request to approve new Alcohol Licenses for Oasis Stop 'N Go LLC #28 & O-Ki Teppanyaki & Sushi.

      By: Amy Luna, Finance Administrative Assistant

   e) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing Sunterra Subdivision No. 4.

      By: Mark Holtzen, City Engineer

   f) **ACTION ITEM:** Request to approve a Trust Agreement for Morning Sun Subdivision No. 10, placing Tract A, Block 3; Lots 9–24, Block 3; Lots 2-27, Block 5; Lots 2-11, Block 6; Lots 1–14, Block 7; Lots 1–14, Block 8 in trust.

      By: Mark Holtzen, City Engineer

6) ITEMS OF CONSIDERATION

   a) **ACTION ITEM:** Request to approve the CH2M/Jacobs Yearly Contract Amendment.

      By: Jason Brown, Environmental Engineer

b) **ACTION ITEM:** Request to approve the application for Project Safe Neighborhoods grant.

By: Mandi Thompson, Grant and Community Relations Manager

c) **ACTION ITEM:** Authorizing Resolution for Department of Environmental Quality Drinking Water Planning Grant.

By: Mandi Thompson, Grant and Community Relations Manager

d) **ACTION ITEM:** Authorization to sign and submit a letter supporting the continued operation of the refugee resettlement program operating in Twin Falls in accordance with President Donald J. Trump's Executive Order 13888.

By: Shawn Barigar, Mayor, Travis Rothweiler, City Manager

e) **ACTION ITEM:** Request to consider a resolution that outlines the process to elect a mayor and appoint a vice mayor.

By: Shayne Nope, City Attorney

7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

8) PUBLIC HEARINGS

9) ADJOURNMENT

a) **REQUEST TO ADJOURN TO EXECUTIVE SESSION:**
§ 74-206(1) (c) To acquire an interest in real property not owned by a public agency; and,
§ 74-206(1) (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

Any person(s) needing special accommodations to participate in the above-noticed meeting could contact Leila Sanchez (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:
- Wait to be recognized by the Mayor or Chairman
- Approach the microphone/podium
- State their name, and whether they are a resident or property owner in the City of Twin Falls, and proceed with their input.

2. The Mayor or Chairman 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 or Chairman shall review the public hearing procedures.

2. Individuals wishing to testify or speak before the City Council or Planning & Zoning Commission shall wait to be recognized by the Mayor or Chairman, approach the microphone/podium, state their name, and then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the staff. The staff shall make an audio recording of the Public Hearing.

3. A City Staff Report shall summarize the application and history of the request.

4. 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.

5. 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 or Chairman.

6. The City Council or Planning & Zoning Commission may ask questions of staff or the applicant pertaining to the request.

7. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor or Chairman may limit public testimony to no less than two (2) minutes per person.
- Individuals are not permitted to give their time to other speakers.
- However, five (5) or more individuals that received written notice of the public hearing may appoint, 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 or Chairman. The spokesperson shall be limited to 15 minutes.
- Written comments, including e-mail, received by 12:00 p.m. on the date of the hearing shall be either read into the record or displayed to the public on the overhead projector.

8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.

9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. Responses shall be limited to answering the questions asked. The Mayor or Chairman may limit the time permitted for the answer.

10. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning & Zoning Commission 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 or Chairman.

Twin Falls City Council
Minutes

Monday, December 16, 2019, 5:00 PM

** AMENDED **
City Council Chambers
203 Main Avenue East- Twin Falls, Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Shawn Barigar, Vice Mayor Nikki Boyd, Council Member Suzanne Hawkins, Chris Talkington, Greg Lanting, Christopher Reid & Ruth Pierce.

Absent:

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Brian Pike, City Attorney Shayne Nope, Police Chief Craig Kingsbury, Fire Chief Les Kenworthy, Public Works Director Jon Caton, Water Superintendent Robert Bohling, City Planner Steve O'Connor, City Planner Lisa Strickland, Economic Development Director Nathan Murray, Network Administrator Mike Plane, Finance Administrative Assistant Amy Luna.

Mayor Barigar called the meeting to order at 5:03 PM. A quorum was present.

2) PLEDGE OF ALLEGIANCE

Mayor Barigar invited all present, who wished, to recite the Pledge of Allegiance to the Flag.

3) PROCLAMATIONS: None

4) GENERAL PUBLIC INPUT: None

5) CONSENT CALENDAR

MOTION: Council Member Talkington moved to approve the Consent Calendar as presented. **Council Member Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0

a) **ACTION ITEM:** Request to approve the Wells Fargo Credit Commercial Card for October 2019.
b) **ACTION ITEM:** Request to approve the December 09, 2019, City Council Minutes.
c) **ACTION ITEM:** Request to approve the Accounts Payable for December 5 thru 11, 2019.
d) Item removed.
e) Item removed.

6) ITEMS OF CONSIDERATION

a) **ACTION ITEM:** Request to approve and authorize the Mayor to sign an Amended Purchase and Sale Agreement between the City of Twin Falls and Katherine B. Breckenridge.

City Attorney Nope requested to approve and authorize the Mayor to sign an Amended Purchase and Sales Agreement between the City of Twin Falls and Katherine B. Breckenridge.

Discussion ensued on the following: None

MOTION: Vice Mayor Boyd moved to approve the request to authorize the Mayor to sign an Amended Purchase and Sales Agreement between the City of Twin Falls and Katherine B. Breckenridge. **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

b) **PRESENTATION:** Water and Wastewater Operator License recognition.

Public Works Director Caton recognized recipients of Water and Wastewater Operator Licenses.

c) **ACTION ITEM:** Request to Waive Nonconforming Building Expansion Permit Process to allow an addition on the property located at 388 Van Buren St. (PZ19-0151)

City Planner O'Connor made a request to Waive Nonconforming Building Expansion Permit Process to allow an addition on the property located at 388 Van Buren St. (PZ19-0151)

Discussion ensued on the following:
Council Member Talkington: Are the homes next door conforming?

MOTION: Council Member Lanting moved to approve the request to Waive Nonconforming Building Expansion Permit Process to allow an addition on the property located at 388 Van Buren St. (PZ19-0151). **Council Member Reid** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

d) **ACTION ITEM:** Request to approve the FY2020 Certified Local Government application to the Idaho State Historical Society from the Twin Falls City Historic Preservation Commission.

City Planner Strickland made a request to approve the FY2020 Certified Local Government application to the Idaho State Historical Society from the Twin Falls City Historic Preservation Commission.

Discussion ensued on the following:
Council Member Talkington: Is $7,059.00 per employee or the total cost?
Mayor Barigar: Spoke in favor of this request.
Council Member Talkington: Asked about the tunnels beneath the City of Twin Falls.
Council Member Reid: Thanked the requester for the information provided.

MOTION: Council Member Reid moved to approve the request to approve the FY2020 Certified Local Government application to the Idaho State Historical Society from the Twin Falls City Historic Preservation Commission. **Council Member Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

City Manager Rothweiler: We will have a meeting on December 23, 2019, at 5:00 pm. With the next meeting being on January 6, 2020. We will be closed on December 24 & 25 in observance of Christmas.

Mayor Barigar: Spoke about the National Refugee Executive Order. Asked for direction from the Council. Directed staff to put this item on the agenda for December 23, 2019.

Recess called at 5:33 p.m.
Resumed at 6:00 pm.

8) PUBLIC HEARINGS

a) **ACTION ITEM:** Request for a Zoning District Change and Zoning Map Amendment from C-1 PUD to C-1 ZDA for the Westpark Subdivision No. 11, located on 4.41 acres on Canyon Crest Drive c/o EHM Engineers, Inc. on behalf of Bach Homes. (PZ19-0120)

City Planner O'Connor made a request for a Zoning District Change and Zoning Map Amendment from C-1 PUD to C-1 ZDA for the Westpark Subdivision No. 11, located on 4.41 Acres on Canyon Crest Drive c/o EHM Engineers, Inc. on behalf of Bach Homes. (PZ19-0120)

The applicant presented their comments.

Discussion ensued on the following:
Mayor Barigar: Asked for clarification of the conditions of the request.
Vice Mayor Boyd: Asked for clarification of the height request.
Council Member Lanting: Expressed concern with parking for this area.

Public Input Opened: 6:15 pm
Nick Holms with Bach Homes: Spoke on the benefits of this project.
Public Input Closed: 6:17 pm

Council Member Talkington: What is the proximity to the Canyon Rim in feet?
Council Member Reid: Asked for clarification of condition number 3.

MOTION: Council Member Hawkins moved to approve the request for a Zoning District Change and Zoning Map Amendment from C-1 PUD to C-1 ZDA for the Westpark Subdivision No. 11, located on 4.41 Acres on Canyon Crest Drive c/o EHM Engineers, Inc. on behalf of Bach Homes. (PZ19-0120), including all three recommendations. **Council Member Talkington** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

b) **ACTION ITEM:** Request for approval of an ordinance to adopt the new Washington Street South Urban Renewal Plan.

Economic Development Director Murray made a request for approval of an ordinance to adopt the new Washington Street South Urban Renewal Plan.

Attorney Megan Conrad presented the studies for this plan.

Public Input Opened: 6:48 pm
Public Input Closed: 6:49 pm

MOTION: Council Member Talkington made a motion to suspend the rules and place Ordinance 2019-015 on third and final reading by title only under suspension of the rules. **Vice Mayor Boyd** seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

Mayr Barigar read Ordinance 2019-015 by title only.

MOTION: Council Member Reid moved to approve the request for approval of an Ordinance #2019-015 to adopt the new Washington Street South Urban Renewal Plan. **Council Member Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

9) ADJOURNMENT

a) **REQUEST TO ADJOURN TO EXECUTIVE SESSION** §74-206 (1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public-school student.
MOTION: Vice Mayor Boyd moved to Adjourn to Executive Session 74206(1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public-school student. **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

The meeting adjourned at 06:51 PM

The meeting adjourned at 05:38 PM

_____

Amy Luna, Finance Administrative Assistant

Date: Monday, December 23, 2019

To: Honorable Mayor and City Council

From: Mark Holtzen, City Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to accept the Improvement Agreement for the purpose of developing Sunterra Subdivision No. 4.

Time Estimate:

N/A

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.

History:

N/A

Analysis:

N/A

Conclusion:

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

Attachments:

1. Sunterra #4 - Improvement Agreement - Wolverton

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this ____ day of _____, 20_____, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and _____ Gary Wolverton _____ hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Sunterra Subdivision No. 4.

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

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

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

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

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

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

W I T N E S S E T H

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

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service 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, pressure irrigation lines, storm drainage lines, sewer lines constructed under the terms of this Agreement in any public rights-of-way or easements and to provide water, sewer, and pressure irrigation service to the Developer's real property, subject to all ordinances, rules and regulations governing sewer, water service, and pressure irrigation. (3) To maintain non-pressure irrigation lines only where they cross City streets. (4) Storm water facilities will be maintained in an easement, if there exists a safety hazard the City has an entitlement to maintain. 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 minimum term length shall be two (2) years or until the bond is released by the City, whichever is later.

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 City Council.

5. The escrow agreement shall be drawn and furnished by the subdivider to the satisfaction of the City Council.

b. Cash Deposit, Certified Check, Negotiable Bond, or Irrevocable Bank Letter of Credit.

1. Treasurer, Escrow Agent or Trust Company - A cash deposit or certified check shall be deposited into the City's development escrow account. After the improvements have been accepted, the funds will be returned. A negotiable bond or an irrevocable bank letter of credit, shall be held by the City until the improvements are accepted.

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.

c. Trust Agreements.

1. Per the terms of the trust agreement.

2. Trust agreement must be approved by City Council.

III.

Developer agrees to retain a Professional Engineer, hereinafter called the Developer's Engineer, licensed 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. If improvements are not completed within two (2) years, the Developer shall provide an updated, current version of the updated plans and specifications to current city standards. The Developer may request an extension of the approvals previously given for another two (2) years.

c. Engineer of record shall notify the City in writing of schedule before construction begins.

d. Perform construction surveying, staking, testing, inspection and administer the construction of all facilities required by this contract.

e. 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.

f. 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.

g. 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 Mylar sheets and an electronic media copy

of the plans in current ACAD using City standard format shall be provided within thirty (30) days after completion of the project.

h. 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 confirmation testing for conformance with City standards, but it shall be the responsibility of Developer's Engineer or other certified individuals to provide all necessary quality control and required testing during construction. All tests shall be taken at a frequency based upon Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings.

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 identifying lots and blocks associated with construction phase 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 Idaho Transportation Department (ITD) 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 Transportation Master 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 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 within two (2) years, the Developer shall provide an updated, current version of the developer's agreement and financial guarantee for City Council consideration along with updated plans and specifications to current city standards. The Developer may request an extension of the approvals previously given for another two (2) years.

VII.

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.

VIII.

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, sewer lines, or pressure irrigation 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 Transportation Master Plan. Requirements for larger water, sewer and pressure irrigation lines shall be based on the citywide sewer, water, and pressure irrigation system sizing guidelines and based on modeling, if applicable.

IX.

The City shall provide no compensation for the cost of an oversize water, sewer line, and pressure irrigation. In the case of water, sewer, or pressure irrigation lines extended adjacent to or outside the limits of development, the Developer shall be eligible for payback from adjacent property owners pursuant to Ordinance No. 2979. The Developer shall also be eligible for compensation when a private developer extends or connects to any water, sewer, pressurized irrigation or street system previously installed by private developer, pursuant to Resolutions 2017-13.

X

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 accepted by the Developer's Engineer, the City Engineer or the Engineer's authorized inspector. All such inspections shall be scheduled in accordance with Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the 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. The Developer shall submit a Right-of-Way permit and Traffic Control Plan to be approved by the City of Twin Falls prior to any road or sidewalk closures.

XI.

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 three feet (33') wide with an eight inch (8") gravel course and two and a half inch (2.5") asphaltic concrete surface course on all public street rights-of-way serving residential use property.

(3) Residential, private streets, and service roads, private parking and maneuvering will be equal to or greater than the residential street sections as specified in the City of Twin Falls revisions to ISPWC.

(4) A standard collector street forty eight feet (48'), wide per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings, 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) Arterial typical sections will be designed by the developer's Engineer and approved by the City Engineer.

(6) A sidewalk, per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings, is required on all public pedestrian rights-of-way. Four foot (4') sidewalks, by special permission of the City Engineer, are allowed by ISPWC and the City of Twin Falls Revisions to the Specifications and Standard Drawings for minor residential streets under certain conditions.

(7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A portion 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 as Right-of-Way. Within that Right-of-Way the developer shall install a five feet (5') landscape strip with a sprinkler system to the City of Twin Falls Parks and Recreation standards and shall also

install a six foot (6') sidewalk. The landscaping will be maintained by the city and funded through a fee added to the utility 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 per ISPWC and the City of Twin Falls revisions thereto

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 eight inch (8") 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. Any water main connections closer than 150' to each other will not be considered looped without prior City approval. 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 shall comply with the minimum standards set by the Fire Rating Bureau, American Water Works Association, and the International Fire Code. The maximum length of dead end fire lines shall be one hundred and fifty feet (150'). Fire hydrants are required in all developments.

(5) One water service line shall be constructed to each building site at the time the water mains are installed. The design shall minimize the length of the service line and shall terminate at the Right-of-Way. Service taps are not allowed in intersections.

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.

All new water service lines made from new water mains to serve any new development will be the responsibility of the Developer. The developer shall complete all work except when connecting to a live waterline. The City will make the necessary main line taps after payment of the required water connection 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. Multi-units less than three may be approved for additional service lines. It is understood and agreed that the City will make all service line taps on live lines, and that the

fee paid by the developer for a Water Connection Permit will reimburse the City for such work. All other work to be completed by the Developer.

(7) It is further understood and agreed that the City will make all connections to the existing water system. The developer will disinfect the water system and submit testing results to the City prior to making the system live.

(8) All water valves shall be provided with a gravel access 12" thick where no public roadway currently exists.

(b) City Costs

(1) None.

(c) Required Inspections

(1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls Revisions thereto.

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 (4") high.

(5) All manholes shall be provided with a gravel access 12" thick where no public roadway currently exists.

(b) City Costs

(1) None.

(c) Required Inspections and Testing

(1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto.

STORM 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.

(3) If storm run-off cannot be conveyed 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, the storm drain shall be piped to the retention facility.

(4) All retention areas are to be on private property or tracts.

(b) City Costs

(1) None.

(c) Required Inspections and Testing

(1) The City will inspect all dry wells for geometry and materials. With prior written approval from the City Engineer other individuals may be authorized to inspect the work. Rock will be submitted for approval prior to placement in dry wells. A request for inspection shall be called in, forty eight (48) hours in advance or two (2) working days whichever is greater.

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 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. Fences will not be located on top of irrigation facilities.

(b) City Costs

(1) None.

(c) Required Inspections and Testing

(1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto.

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 ZDA, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or ZDA. One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be transferred 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 mains and fittings shall be six inch (6") minimum diameter or larger irrigation pipe 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 or found in the current Pressurized Irrigation master plan.

(3) Pressure irrigation 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) Pressurized irrigation 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. The design shall minimize the length of the service line and shall terminate at the Right-of-Way. Service taps will not be allowed in intersection. 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, enclosures, delivery system to the station from the TFCC head gate and away from the station on the historical path, storage, 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 and shall be according to the Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings.

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

(8) Private Pressure Irrigation Systems shall be located outside City Right-of-Way and within easements. No Public infrastructure will be associated with a private Pressure Irrigation System.

(b) City Cost.

(1) None

(c) <u>Required Inspections and Testing</u>

(1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto.

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

All construction will be in accordance with the originally approved plans with revisions as detailed in the updated phase 3 construction plans submitted to the City of Twin Falls Engineering Department.

b) City Costs

(1) None.

XIII.

The developer shall submit an Improvement Agreement with each individual construction phase.

The two (2) year time limit, (indicated in Section VI of the Agreement) for completing the required improvements shall begin from the date of the recordation of this agreement. The Developer may request an extension of the approvals previously given for another two (2) years.

XIV.

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

XV.

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

Attest: CITY OF TWIN FALLS, IDAHO

City Clerk Mayor

Developer

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

On this 3RD day of DECEMBER, 2019, before me, the undersigned, a Notary Public for Idaho, personally appeared Gary Wolverton, 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.

TIM VAWSER Comm. No. 20181570 NOTARY PUBLIC Expires: 08/15/2024 STATE OF IDAHO

Notary Public for Idaho
Residing KIMBERLY, IDAHO

CORPORATION

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

On this ____ day of _____, 20___, before me, the undersigned, a Notary Public for Idaho, personally appeared _____, known or identified to me (or proved to me on the oath of_____) to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the

person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

_____
Notary Public for Idaho
Residing _____

PARTNERSHIP

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

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

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

_____
Notary Public for Idaho
Residing _____

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:
Sunterra Subdivision No. 4.
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, 203 Main Ave E, Twin Falls, Idaho 83301.

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer

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

On this 3RD day of DECEMBER, 2019, before me, the undersigned, a Notary Public for Idaho, personally appeared Gary Wolverton, 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.

TIM VAWSER
Comm. No. 20181570
NOTARY PUBLIC
Expires: 08/15/2024
STATE OF IDAHO

Notary Public for Idaho
Residing KIMBERLY, IDAHO

Date: Monday, December 23, 2019

To: Honorable Mayor and City Council

From: Mark Holtzen, City Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to approve a Trust Agreement for Morning Sun Subdivision No. 10, placing Tract A, Block 3; Lots 9–24, Block 3; Lots 2-27, Block 5; Lots 2-11, Block 6; Lots 1–14, Block 7; Lots 1–14, Block 8 in trust.

Time Estimate:

N/A

Background:

Morning Sun Subdivision No. 10, is located at the southeast corner of the intersection of Hankins Rd. North and Stadium Blvd. The developer is requesting to place the aforementioned lots in trust in lieu of constructing the improvements or providing a financial guarantee.

Approval Process:

N/A

Budget Impact:

None

Regulatory Impact:

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

History:

N/A

Analysis:

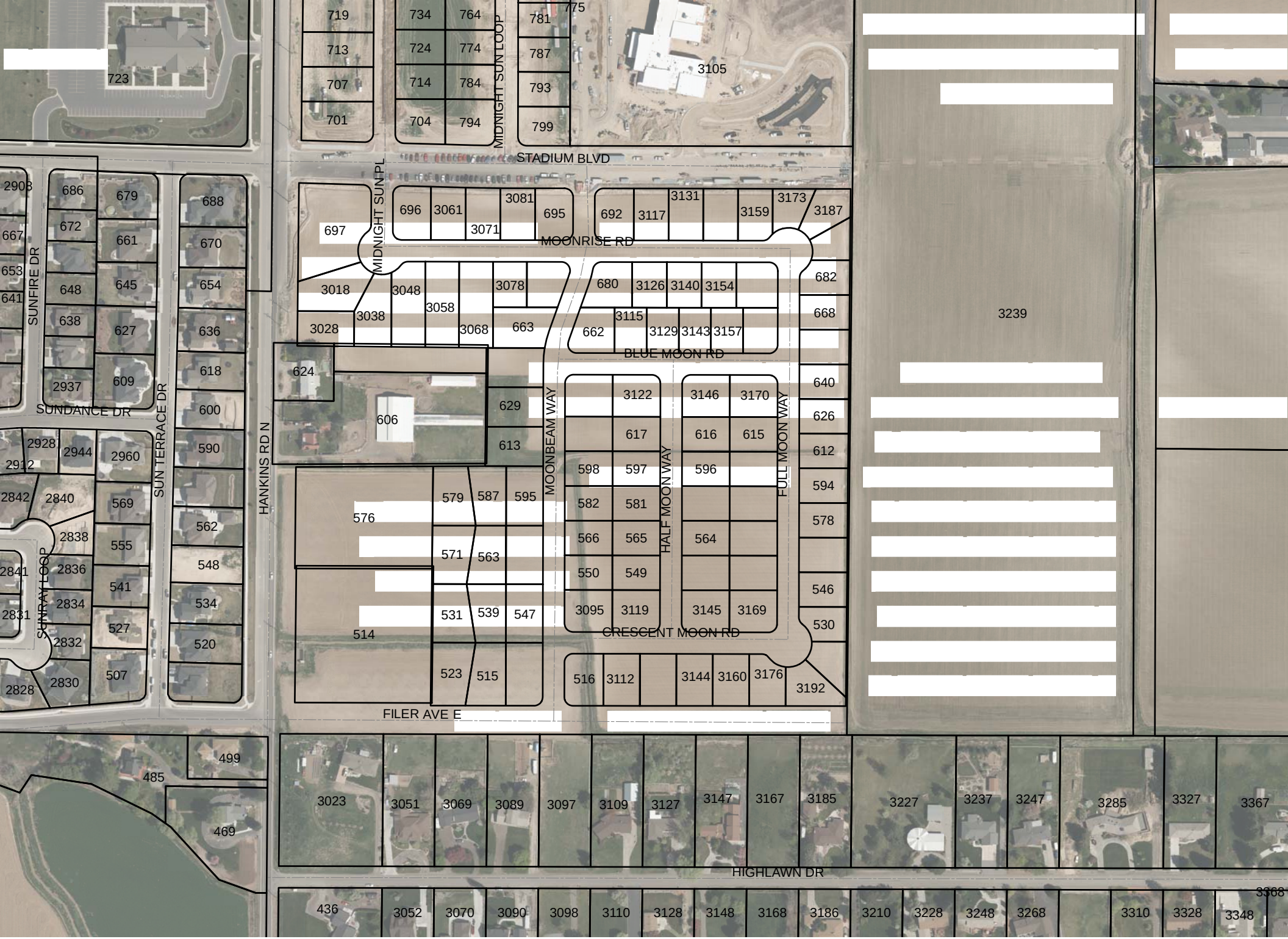
N/A

Conclusion:

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

Attachments:

1. Morning Sun Subd #10 - Aerial Image
2. Trust Agreement for Ownership Change
3. Morning Sun Subd #10


723
719
713
707
701
734
724
714
704
764
774
784
794
MIDNIGHT SUN LOOP
775
781
787
793
799
3105
STADIUM BLVD
MIDNIGHT SUN PL
2908
667
653
641
686
672
648
638
679
661
645
627
609
688
670
654
636
618
600
590
SUNFIRE DR
SUNDANCE DR
SUN TERRACE DR
2937
2928
2912
2944
2960
2842
2840
2838
2836
2834
2832
2830
2828
2841
2831
SUNRAY LOOP
569
562
555
548
541
534
527
520
507
HANKINS RD N
696
3061
3071
3081
695
697
MOONRISE RD
692
3117
3131
3159
3173
3187
3018
3048
3058
3078
3028
3038
3068
663
680
3126
3140
3154
3115
662
3129
3143
3157
682
668
640
626
612
594
578
546
530
BLUE MOON RD
624
606
629
613
MOONBEAM WAY
HALF MOON WAY
FULL MOON WAY
3122
3146
3170
617
616
615
598
597
596
582
581
566
565
564
550
549
3095
3119
3145
3169
CRESCENT MOON RD
576
579
587
595
571
563
531
539
547
514
523
515
516
3112
3144
3160
3176
3192
FILER AVE E
3239
499
485
469
3023
3051
3069
3089
3097
3109
3127
3147
3167
3185
3227
3237
3247
3285
3327
3367
HIGHLAWN DR
436
3052
3070
3090
3098
3110
3128
3148
3168
3186
3210
3228
3248
3268
3310
3328
3348
3368

To TitleFact Inc., Trustee
P.O. Box 486
Twin Falls, Idaho

December ____, 2019

You are hereby authorized to release and reconvey the following lots:

Tract A, Block 3 AND Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 3; AND Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27, Block 5; AND Lots 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, Block 6; AND Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 7; AND Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 8, MORNING SUN SUBDIVISION NO. 10, a Re-Subdivision and Re-Numbering of a portion of Lot 1 Block 2 Sackett Farm Subdivision No. 2, Twin Falls County, Idaho, according to the official plat thereof recorded in Book 26 of Plats, Page 3, records of Twin Falls County, Idaho.

From the Trust agreement by and between Twin Falls School District #411 as assigned to Wickel Land Company LLP, an Idaho Limited Liability Partnership, to TitleFact Inc, Trustee, and the City of Twin Falls, Idaho, Beneficiary dated April 10,2015, recorded May 20, 2015, as Instrument Number 2015-007936 and assignment of Trust agreement recorded June 8, 2015 as Instrument No. 2015-009174 and re-recorded August 20, 2015 as Instrument No. 2015-014138, records of Twin Falls County, Idaho.

Please execute and deliver to the person or person designated by Trustor, a deed conveying good and marketable title to the Property described above.

Trustors:

Wickel Land Company, LLP, and Idaho Limited Liability Partnership

_____

By: Ardel W. Wickel, Partner

_____

By: Jesse D. Wickel, Partner

_____

By: Judy M. Wickel, Partner

Beneficiary

City of Twin Falls, Idaho

By:_____

Trust Agreement

This Trust Agreement (the "Agreement") is made and entered into this ___ day of December 2019 by and between Morning Sun Land Holdings, LLC, an Idaho Limited Liability Company (hereinafter "Trustor"); ***TitleOne,*** (hereinafter "Trustee"); and the CITY OF TWIN FALLS, IDAHO (hereinafter "Beneficiary") , and is made with respect to the following facts and objectives:

WITNESSETH:

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

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

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

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

Tract A, Block 3 AND Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 3; AND Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27, Block 5; AND Lots 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, Block 6; AND Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 7; AND Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 8, MORNING SUN SUBDIVISION NO. 10, a Re-Subdivision and Re-Numbering of a portion of Lot 1 Block 2 Sackett Farm Subdivision No. 2, Twin Falls County, Idaho, according to the official plat thereof recorded in Book 26 of Plats, Page 3, records of Twin Falls County, Idaho.

2. The Trustor and the Trustee agree that the Trustee shall hold said title to the Property in trust, solely for the benefit of the Beneficiary under the terms hereof, and that title to the Property shall be and remain good and marketable and free from any defects, liens, conditions or encumbrances of any kind or nature, other than those appearing of record in the office of the Twin Falls County Recorder, and conditions of the Phase Control Development Notice for lots in Morning Sun Subdivision No. 10, a Re-Subdivision and Re-Numbering of a portion of Lot 1 Block 2 Sackett Farm Subdivision No. 2, a copy of which is attached hereto as Exhibit "A," or those which are placed on the Property with the prior written consent of the Trustee. The Trustee shall not convey, transfer or encumber all or any interest in the Property, save and except to the extent as directed by the Trustor by written instrument delivered to the Trustee.

3. It is understood and agreed that the purpose of this Agreement is to provide Trustor with a convenient means of, subdividing, developing and selling the Property. It shall be the entire

responsibility of the Trustor to effect such developing, subdividing and selling of the Property and to provide whatever subdivision plat it may desire and to pay all costs and expenses of said developing, subdividing and selling, and Trustee shall have no liability for any costs or expenses therefor or for any claim, damage, loss or liability sustained to the Property or Trustor or to any other person or persons in connection with said matter, save and except to the extent caused by Trustee's failure or refusal to comply with the terms and conditions of this Agreement.

4. The Trustor may, as it desires from time to time, sell all or any portion of the Property in its sole and complete discretion. The Trustee agrees that, when it is so instructed in writing by Trustor, Trustee shall execute and deliver to the person or persons designated by Trustor, a fiduciary deed conveying good and marketable title to the Property or any part thereof as designated, and at said time the Trustor agrees to pay to Trustee any reasonable costs and expenses incurred by the Trustee hereunder and to pay the normal and customary fee for the cost of an owner's title insurance policy to be issued by *TitleOne.*

5. It is agreed that Trustee shall not be liable or responsible for the condition of title to the Property, except as may be provided in any title insurance policy issued by the Trustee, and Trustee shall have no liability concerning possession or survey or any taxes, costs or expenses in connection with the Property, other than as herein provided.

6. It is agreed that the term of this Agreement shall expire when all of the above described Lots have been conveyed by the Trustee pursuant to Trustor's written instructions.

7. It is agreed that this Trust Agreement may not be revoked or amended without the prior written approval of the Beneficiary. If Trustee is presented with written notice of Termination by both Trustor and Beneficiary, and Trustee receives Trustor's payment of all reasonable out-of-pocket costs and expenses incurred by Trustee in connection with this Agreement, if any, the Trustee shall immediately reconvey to Trustor the remaining part of the Property; and thereafter no party hereto shall have any further liability to the others in connection with the Property or under the terms of this Agreement.

8. Trustor agrees to indemnify and save harmless Trustee from any claims, demands, judgments, costs and expenses including reasonable attorney's fees and any other obligation or liability of any kind or nature that the Trustee may for any reason suffer, incur or expend by reason of this Trust Agreement or in the administration thereof, other than for or as a result of Trustee's misconduct, breach of this Agreement, or willful neglect.

9. This Agreement shall bind the parties hereto, their heirs, representatives, successors and assigns.

Date: _____

TRUSTOR:

Morning Sun Land Holdings, LLC, an Idaho Limited Liability Company

_____

By: Gary Wolverton, Managing Member

Date:

TRUSTEE:
TitleOne

BY: _____
Jason Vickrey, President

Date:

BENEFICIARY:
CITY OF TWIN FALLS, IDAHO

_____
Shawn Barigar, Mayor

State of Idaho, County of Twin Falls, ss:

On this ____ day of December in the year of 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Jason Vickrey known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

_____
Notary Public
Residing In: _____
My Commission Expires: _____

State of Idaho, County of Twin Falls, ss.

On this ____ day of December 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary M. Wolverton, known or identified to me to be a Managing Member of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

_____
Notary Public for Idaho
Residing In: _____
My Commission Expires: _____
(seal)

State of Idaho, County of Twin Falls, ss.

On this ____ day of December in the year 2019, before me, the undersigned, a notary public in and for said state personally appeared Shawn Barigar, known or identified to me to be the Mayor for the City of Twin Falls, Idaho, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the City of Twin Falls, Idaho.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public for Idaho
Residing In_____
My Commission Expires_____

Exhibit "A"

PHASE CONTROL DEVELOPMENT NOTICE

THIS NOTICE prohibits the conveyance of any undeveloped lot in Morning Sun Subdivision No. 10, a Re-Subdivision and Re-Numbering of a portion of Lot 1 Block 2 Sackett Farm Subdivision No. 2, until such time as Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

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

Tract A, Block 3 AND Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 3; AND Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27, Block 5; AND Lots 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, Block 6; AND Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 7; AND Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 8, MORNING SUN SUBDIVISION NO. 10, a Re-Subdivision and Re-Numbering of a portion of Lot 1 Block 2 Sackett Farm Subdivision No. 2, Twin Falls County, Idaho, according to the official plat thereof recorded in Book 26 of Plats, Page 3, records of Twin Falls County, Idaho.

Dated this _____ December 2019

Morning Sun Land Holdings LLC, an Idaho Limited Liability Company

_____

By: Gary Wolverton, Managing Member

TitleOne, Inc

_____

By: Jason Vickery, President

MORNING SUN SUBDIVISION NO. 10

A Re-Subdivision and Re-Numbering of a
Portion of
Lot 1, Block 2
SACKETT FARM SUBDIVISION NO. 2
Located In
A Portion of
SW 4 NW 4, Section 12
Township 10 South, Range 17 East
Boise Meridian
Twin Falls County, Idaho
2018

NORTH

0 50 100 200
SCALE IN FEET

Legend

- SURVEY BOUNDARY LINE
- SECTION LINE
- QUARTER SECTION LINE
- EASEMENT LINE
- ADJACENT PROPERTY LINE
- CENTERLINE OF STREET
- LOT LINE
- CALCULATED POINT (NOT SET)
- FOUND BRASS CAP
- FOUND 5/8" REBAR LS 10110 OR AS NOTED
- FOUND 1/2" REBAR (AS NOTED)
- 5/8" x 24" REBAR & CAP TO BE SET– LS 10110
- 1/2" x 24" REBAR & CAP TO BE SET – LS 10110
- FOUND 1/2" REBAR – REPLACED WITH 5/8" x 24" REBAR & CAP – LS 10110

Easement Key

- (A) UTILITY EASEMENT
- (B) DRAINAGE EASEMENT
- (C) UTILITY & RETENTION EASEMENT
- (D) INTERMOUNTAIN GAS PERMANENT EASEMENT
- (E) RETENTION EASEMENT
- (F) ACCESS, UTILITY & DRAINAGE EASEMENT
- (G) UTILITY & DRAINAGE EASEMENT

FOUND BRASS CAP
C.P. #892416

1323.60'

MORNING SUN SUBDIVISION NO. 9
#2016-021533

STADIUM BOULEVARD

S88°23'58"E 454.51'
58.01'
S0°36'02"W
44.01'
REAL POINT OF BEGINNING
S88°23'58"E 395.74'
C51
S89°52'51"E 810.44'
C1
S89°52'51"E 810.13'
44'

MORNING SUN SUBDIVISION NUMBER 7
#2009-008366

N0°36'02"E 375.91'

Tract A
31,582 S.F.

MIDNIGHT SUN PLACE

MOONRISE ROAD

BLOCK 3
1 14,158 S.F.
2 10,522 S.F.
3 12,466 S.F.
4 14,928 S.F.
5 15,415 S.F.
6 15,466 S.F.
7 8,190 S.F.
8 9,188 S.F.
9 12,413 S.F.

BLOCK 4
1 10,721 S.F.
2 9,774 S.F.
3 9,630 S.F.
4 9,600 S.F.
5 10,346 S.F.

BLOCK 5
1 10,628 S.F.
2 9,600 S.F.
3 9,600 S.F.
4 9,600 S.F.
5 9,480 S.F.
6 7,435 S.F.
7 9,400 S.F.
8 6,628 S.F.
9 8,782 S.F.
10 9,228 S.F.
11 9,183 S.F.
12 9,137 S.F.
13 9,092 S.F.
14 9,046 S.F.
15 9,000 S.F.
16 8,955 S.F.
17 8,909 S.F.
18 8,863 S.F.
19 7,866 S.F.
20 7,598 S.F.
21 10,264 S.F.

BLOCK 6
1 10,566 S.F.
2 8,400 S.F.
3 8,400 S.F.
4 8,400 S.F.
5 9,971 S.F.
6 8,314 S.F.
7 7,770 S.F.
8 7,770 S.F.
9 7,770 S.F.
10 7,770 S.F.
11 10,016 S.F.

BLOCK 7
1 10,576 S.F.
2 8,800 S.F.
3 8,800 S.F.
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BLOCK 8
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14 10,576 S.F.

MOONBEAM WAY
HALF MOON WAY
FULL MOON WAY

N89°23'58"W 435.98'
N0°36'02"E 65.07'
N0°39'56"E 208.10'

UNPLATTED

BLUE MOON ROAD

CRESCENT MOON ROAD

SHEET 3
SHEET 4
N89°44'25"E 435.80'

HANKINS ROAD

BASIS OF BEARING – SURVEY INST. #2015-007935
N0°36'02"E 2647.18'

Tract B
74,352 S.F.

N0°36'02"E 234.40'
N89°55'59"W 316.00'
N0°36'02"E 316.00'

SACKETT FARM SUBDIVISION NO. 2
#2015-007935

MORNING SUN SUBDIVISION NUMBER 7
#2009-008366

S89°55'59"E 1331.17'
36.00'
1331.22'
S89°55'59"E 2662.44'
N89°55'59"W 957.13'
FILER AVENUE EAST
HIGHLAWN ACRES SUBDIVISION
#0000-548847

FOUND 5/8" REBAR
& CAP LS 1000
C.P. #2008-025007

FOUND 5/8" REBAR
NO CAP, PER SURVEY
#2008-014155

S0°31'40"W 1193.77'
IDAHO ORCHARD LAND COMPANY
#0000-063186

3000 E
3100 E
3200 E
2900 E
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EHM Engineers, Inc.

TWIN FALLS COUNTY
Recorded for:
EHM ENGINEERS
10:49:09 AM 07-11-2018
2018-010676
No. Pages: 7 Fee: $ 77.00
KRISTINA GLASCOCK
County Clerk
Deputy: BHUNTER

REGISTERED PROFESSIONAL LAND SURVEYOR
10110
7-11-18
STATE OF IDAHO
CHRISTOPHER S. HARMISON

V 415-15 FP
SHEET 2 OF 7

Date: Monday, December 23, 2019

To: Honorable Mayor and City Council

From: Jason Brown, Environmental Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to approve the CH2M/Jacobs Yearly Contract Amendment.

Time Estimate:

5 Minutes

Background:

The contract with CH2M/Jacobs is being updated to reflect the new contract and budgeted price. This Amendment #6 is amending the yearly contracted price for services provide at the wastewater treatment plant. During the budgeting process an adjustment to the contracted prices was approved. This Amendment #6 is finalizing the contract for the FY19-20 for operational services at the WWTP.

Approval Process:

Council approves the Major to sign Amendment #6 with CH2M/Jacobs for the operation of the WWTP.

Budget Impact:

The budgeted amount for the service contract for FY19-20 is $3,104,329.00

Regulatory Impact:

Item has been budgeted in FY19-20 for the amount of $3,104,329.00

History:

N/A

Analysis:

N/A

Conclusion:

As part of the Agreement for operational service with CH2M/Jacobs and Amendment to the contract is requested. Staff is asking that Council approve Amendment and allow the Mayor to sign.

Attachments:

1. Amendment 6 2019

JACOBS

AMENDMENT NO. 6
to the
AGREEMENT FOR OPERATIONS
MAINTENANCE AND MANAGEMENT SERVICES
for the
CITY OF TWIN FALLS, IDAHO

This Amendment No. 6 (the "Amendment") is made and entered into this ____ day of _____, 2019 (the "Effective Date") between the City of Twin Falls, Idaho (hereinafter "Twin Falls") and Operations Management International, Inc. (hereinafter "CH2M HILL"), who may be referenced herein individually as a "Party" and collectively, as the "Parties."

WHEREAS, the Parties entered into the Agreement for Operations, Maintenance and Management Services for the City of Twin Falls, Idaho Wastewater Treatment Facility, Pump Stations and UASB, on June 11, 2014 with an effective date of October 1, 2014 (the "Agreement").

WHEREAS, the Parties now wish to further modify the Agreement as more fully set forth herein.

NOW THEREFORE, Twin Falls and CH2M HILL agree to amend the Agreement as follows:

1. Article 4.1 shall be deleted in its entirety and replaced with the following:

    4.1 Twin Falls shall pay CH2M HILL as compensation for services performed under this Agreement a Base Fee, which shall be equal to the Direct Costs plus the Management Fee for the period of October 1st through September 30th of each year of this Agreement. CH2M HILL shall propose a Base Fee by July 1st of each year of this Agreement and the Parties shall mutually agree on any proposed Base Fee prior to such fee taking effect. For period of October 1, 2019 to September 30, 2020, the estimated Base Fee shall be Three Million One Hundred Four Thousand Three Hundred Twenty Nine Dollars ($3,104,329). Subsequent years' Base Fees shall be determined as specified in Article 4.4.

2. Article 4.2 shall be deleted in its entirety and replaced with the following:

4.2 The estimated Direct Cost for providing services during the time period of October 1, 2019 through September 30, 2020 shall be Two Million Five Hundred Eighty Six Thousand Nine Hundred Forty One Dollars ($2,586,941). If the actual Direct Cost is less than the estimated Direct Cost for the contract year currently in effect then CH2M HILL will rebate Twin Falls One Hundred Percent (100%) of the difference between the actual and estimated Direct Costs plus the management fee associated with those costs.

This Amendment constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of the Amendment by their signatures below.

Authorized Signature:

OPERATIONS MANAGEMENT INTERNATIONAL, INC.



Name: Andrew Appleton
Title: Vice President
Date: Dec. 17, 2019

Authorized Signature:

CITY OF TWIN FALLS, IDAHO

Name: Shawn Barigar
Title: Mayor
Date:

Date: Monday, December 23, 2019

To: Honorable Mayor and City Council

From: Mandi Thompson, Grant and Community Relations Manager

ACTION ITEM

Request:

ACTION ITEM: Request to approve the application for Project Safe Neighborhoods grant.

Time Estimate:

Five minutes plus time for any questions

Background:

The Project Safe Neighborhoods (PSN) Task Force, in cooperation with the Bureau of Justice Assistance (BJA), was established to decrease gun violence in Idaho through the training and coordinating of local and state law enforcement. The PSN Task Force is focusing 2019 PSN grant funding on implementing and strengthening the National Integrated Ballistic Information Network (NIBIN) Program within Idaho. Applicants are encouraged to apply for, but not limited to, funding for bullet traps, training, ammunition, and the cost of any overtime necessary for test firing firearms currently in law enforcement custody.

The funds will be used to establish a NIBIN program at TFPD, and will be made available to other law enforcement agencies in the region. The application includes funds to purchase bullet traps, training, ammunition, and the cost of any overtime necessary for test firing firearms currently in law enforcement custody.

The program will allow officers to test all guns entering the evidence system, track the casings and enter that information into the national system (NIBIN). Similar to a fingerprint, all bullet casings have distinct markings left by the weapon from which it is fired. Officers will fire rounds into the bullet trap, collect the shell casings and enter the information into the NBIN system. This will allow law enforcement to track and link weapons and casings to specific crimes.

Approval Process:

Approval by majority vote of the Council.

Budget Impact:

Net budget impact is zero.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Approval of this grant application will allow the TFPD to enhance their efforts to reduce gun violence.

Attachments:

None

Date: Monday, December 23, 2019

To: Honorable Mayor and City Council

From: Mandi Thompson, Grant and Community Relations Manager

ACTION ITEM

Request:

ACTION ITEM: Authorizing Resolution for Department of Environmental Quality Drinking Water Planning Grant.

Time Estimate:

5 minutes plus time for Council questions.

Background:

The City's existing Water System Facilities Plan was completed in 2016. Most of the data used in that report is from 2008 through 2012 and does not accurately reflect our current drinking water system or water demands. The Facilities Plan and water system model need updated to reflect current water system infrastructure, drinking water demands, Comprehensive Plan and community growth patterns, and Strategic Plan. The Plan will be used to identify deficiencies and future improvements required for our drinking water system.

To help fund the Water System Facilities Plan, the City was allocated a $45,000 grant through DEQ's State Revolving Fund (SRF) program in 2019.

As a part of DEQ's grant application process, the City must grant authorization to specific employees to allow them to sign all applications, grant agreements and other documents related to Drinking Water Planning Grants. This resolution will authorize Mark Holtzen (City Engineer), Jon Caton (Public Works Director) and Rob Bohling (Water Superintendent) to sign all documents related to the grant.

Approval Process:

Majority vote to approve the Mayor to sign the authorizing resolution.

Budget Impact:

The total project cost is $169,950. The DEQ SRF grant will cover $45,000 of the total cost. The remaining $124,950 is included in the Water Department's budget for this fiscal year.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Adoption of the Authorizing Resolution is required in order to submit the DEQ SRF grant application and receive the funds allocated to the City's Water Facility Plan update.

Attachments:

1. Authorizing-resolution_WFP Grant

State of Idaho
Department of Environmental Quality

AUTHORIZING RESOLUTION

Form B

A RESOLUTION OF THE City Council **OF THE** City of Twin Falls **AUTHORIZING THE** City Engineer, Public Works Director, and Water System Superintendent **TO SIGN ALL APPLICATIONS, GRANT AGREEMENTS, AND OTHER DOCUMENTS RELATING TO DRINKING WATER PLANNING GRANTS.**

WHEREAS, the City of Twin Falls intends to develop a plan for drinking water facilities for the city water system; such plan being necessary to determine the needs of the area for health, safety, and wellbeing of the people; and

WHEREAS, the plan is to be developed in accordance with the requirements in Idaho "Rules for Administration of Planning Grants for Drinking Water Facilities" (IDAPA 58.01.22), and will set forth drinking water facilities required to be constructed to serve the needs of the area; and

WHEREAS, the costs of the planning of the drinking water facilities are eligible for state funding;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Twin Falls, Idaho, that the Mark Holtzen, Jon Caton and Robert Bohling is/are duly authorized to sign applications, grant agreements and amendments, and other documents relating to drinking water facilities planning grants.

Passed and adopted by the City Council of the City of Twin Falls the 23 day of December, 2019

by the following votes:

AYES: Number of Yes Votes **NAYS:** Number of No Votes

ATTESTED BY:

Deputy City Clerk

Mayor

Date: Monday, December 23, 2019

To: Mayor and City Council

From: Travis Rothweiler, City Manager

Request

ACTION: Authorization to sign and submit a letter supporting the continued operation of the refugee resettlement program operating in Twin Falls in accordance with President Donald J. Trump's Executive Order 13888.

Time Estimate

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

Background

On September 26, 2019, President Donald J. Trump issued an Executive Order 13888. The Executive Order established a process for continued Refugee resettlement and community acceptance. Section 1 states the purpose of the act, which is "…to cooperate and consult with State and local governments, to take into account the preferences of State governments, and to provide a pathway for refugees to become self-sufficient."

The entire Executive Order 13888 can be found in the attached provided as a part of this agenda statement.

The Executive Order required the US Secretary of State and the US Secretary of Health and Human Services Departments to develop and implement a process where both the state and locality had an opportunity to consent to the resettlement of refugees in an area. It requires localities and state government to submit written support in order for communities to be able to continue to have refugee resettlement facilities operate in locations within the community. The letters must be provided to Governor Little by January 14, 2020 and US Secretary of State's Office by January 21, 2020. All consents will be publicly released by the Federal Government

Based on the best information that has been provided to the City on this issue, we are led to believe the term "local government" refers to county government. The federal rule provided to us states: *Consistent with Section 412(a) of the INA and Executive Order 13888, Enhancing State and Local Involvement in Refugee Resettlement, PRM and the Department of Health and Human Services Office of Refugee Resettlement (ORR) seek to promote the involvement of states and localities in the selection of locations for initial resettlement. In addition, PRM and ORR seek strong environments to support resettlement and speedy integration, and regard state and local consent for resettlement activity as important evidence of such strength. For each state and locality where the applicant proposes to resettle refugees during the award period, the applicant should seek written consent for resettlement of refugees from the state governor's office and the chief executive officer of the local government (county or county equivalent). PRM will take into account such consents to the maximum extent permitted by law, including Section 412(a) of the INA and antidiscrimination laws, in deciding where to place refugees.*

Based on this language and conversations with individuals and entities directly involved in the process, we believe the Executive Order has empowered County units of government to submit

responses. While we do not believe we fit the Executive Order 13888's definition of "local government," we have been asked to provide a letter of continued support for the Twin Falls Refugee Resettlement Program.

Attached are two letters. One is to the Honorable Governor Brad Little and the other is to the Twin Falls Board of County Commissioners.

Approval

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

Budget Impact:

There is no budgetary impact to the City of Twin Falls.

Regulatory Impact:

Attachments

1. President Donald J. Trump's Executive Order on Enhancing State and Local Involvement in Refugee Resettlement, issued on September 26, 2019
2. Letter to Governor Brad Little
3. Letter to the Twin Falls County Board of Commissioners

EXECUTIVE ORDERS

Executive Order on Enhancing State and Local Involvement in Refugee Resettlement

IMMIGRATION

Issued on: **September 26, 2019**

★ ★ ★

By the authority vested in me as President by the Constitution and the laws of the United States of America, it is hereby ordered as follows:

Section 1. Purpose. In resettling refugees into American communities, it is the policy of the United States to cooperate and consult with State and local governments, to take into account the preferences of State governments, and to provide a pathway for refugees to become self-sufficient. These policies support each other. Close cooperation with State and local governments ensures that refugees are resettled in communities that are eager and equipped to support their successful integration into American society and the labor force.

The Federal Government consults with State and local governments not only to identify the best environments for refugees, but also to be respectful of those communities that may not be able to accommodate refugee resettlement. State and local governments are best positioned to know the resources and capacities they may or may not have available to devote to sustainable resettlement, which maximizes the likelihood refugees placed in the area will become self-sufficient and free from long-term dependence on public assistance. Some States and localities, however, have viewed existing consultation as insufficient, and there is a need for closer coordination and a more clearly defined role for State and local governments in the refugee resettlement process. My Administration seeks to enhance these consultations.

Section 6(d) of Executive Order 13780 of March 6, 2017 (Protecting the Nation from Foreign Terrorist Entry into the United States), directed the Secretary of State to determine the extent to which, consistent with applicable law, State and local jurisdictions could have greater involvement in the process of determining the placement or resettlement of refugees in their jurisdictions, and to devise a proposal to promote such involvement.

I have consulted with the Secretary of State and determined that, with limited exceptions, the Federal Government, as an exercise of its broad discretion concerning refugee placement accorded to it by the Constitution and the Immigration and Nationality Act, should resettle refugees only in those jurisdictions in which both the State and local

governments have consented to receive refugees under the Department of State's Reception and Placement Program (Program).

Sec. 2. Consent of States and Localities to the Placement of Refugees. (a) Within 90 days of the date of this order, the Secretary of State and the Secretary of Health and Human Services shall develop and implement a process to determine whether the State and locality both consent, in writing, to the resettlement of refugees within the State and locality, before refugees are resettled within that State and locality under the Program. The Secretary of State shall publicly release any written consents of States and localities to resettlement of refugees.

(b) Within 90 days of the date of this order, the Secretary of State and the Secretary of Health and Human Services shall develop and implement a process by which, consistent with 8 U.S.C. 1522(a)(2)(D), the State and the locality's consent to the resettlement of refugees under the Program is taken into account to the maximum extent consistent with law. In particular, that process shall provide that, if either a State or locality has not provided consent to receive refugees under the Program, then refugees should not be resettled within that State or locality unless the Secretary of State concludes, following consultation with the Secretary of Health and Human Services and the Secretary of Homeland Security, that failing to resettle refugees within that State or locality would be inconsistent with the policies and strategies established under 8 U.S.C. 1522(a)(2)(B) and (C) or other applicable law. If the Secretary of State intends to provide for the resettlement of refugees in a State or locality that has not provided consent, then the Secretary shall notify the President of such decision, along with the reasons for the decision, before proceeding.

(c) Subsection (b) of this section shall not apply to the resettlement of a refugee's spouse or child following to join that refugee pursuant to 8 U.S.C. 1157(c)(2)(A).

Sec. 3. General Provisions. (a) Nothing in this order shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

DONALD J. TRUMP

THE WHITE HOUSE,
September 26, 2019.

December 23, 2019

Governor Brad Little
State Capitol
P.O. Box 83720
Boise, ID 83720
governor@gov.idaho.gov

Dear Governor Little:

The Mayor and City Council and the administration of the City of Twin Falls express our support for the continuation of refugee resettlement in our community. We encourage you, as well as the Twin Falls County Board of Commissioners, to consent to initial refugee resettlement under the provisions of the President's Executive Order 13888: Enhancing State and Local Involvement in Resettlement which was issued on September 26, 2019.

The stated purpose of the Executive Order is to ensure cooperation and consultation with State and local governments "to provide a pathway for refugees to become self-sufficient." Our experience at the City of Twin Falls has been positive related to on-going communication with the local College of Southern Idaho Refugee Center. As the program sponsor since the 1980s, CSI has administered the program in alignment with the purpose of the Executive Order to ensure "that refugees are resettled in communities that are eager and equipped to support their successful integration into American society and the labor force."

In 2017, the City of Twin Falls adopted a "Neighborly Community" resolution to reaffirm its commitment to the vision, goals, and initiatives of the Strategic Plan; to build a community where all residents are welcomed, accepted, and given the opportunity to connect with each other without bias in pursuit of common goals; and to encourage individual residents, community institutions, civic groups, and business leaders to join in a community-wide effort to adopt policies and practices to promote unity, inclusion, understanding, and equity. The U.S. Department of State's Reception and Placement Program and its implementation locally by the CSI Refugee Center are a perfect example of this commitment.

We understand under the published "FY 2020 Notice of Funding Opportunity for Reception and Placement Program" guidelines that applicants must include letters of consent from the Governor's office as well as from local government (county or county equivalent). The City of Twin Falls encourages you to provide your letter of consent for the State of Idaho in support of the CSI Refugee Center application for FY 2020.

Sincerely,

Shawn Barigar
Mayor

Travis Rothweiler
City Manager

cc: Twin Falls County Board of County Commissioners
Jeff Fox, President, College of Southern Idaho

December 23, 2019

Twin Falls County Board of County Commissioners
P.O. Box 126
Twin Falls, ID 83303-0126
commiss@tfco.org

Dear Commissioners Hall, Johnson, and Reinke:

The Mayor and City Council and the administration of the City of Twin Falls express our support for the continuation of refugee resettlement in our community. We encourage you, as well as Governor Brad Little, to consent to initial refugee resettlement under the provisions of the President's Executive Order 13888: Enhancing State and Local Involvement in Resettlement which was issued on September 26, 2019.

The stated purpose of the Executive Order is to ensure cooperation and consultation with State and local governments "to provide a pathway for refugees to become self-sufficient." Our experience at the City of Twin Falls has been positive related to on-going communication with the local College of Southern Idaho Refugee Center. As the program sponsor since the 1980s, CSI has administered the program in alignment with the purpose of the Executive Order to ensure "that refugees are resettled in communities that are eager and equipped to support their successful integration into American society and the labor force."

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We understand under the published "FY 2020 Notice of Funding Opportunity for Reception and Placement Program" guidelines that applicants must include letters of consent from the Governor's office as well as from local government (county or county equivalent). The City of Twin Falls encourages you to provide your letter of consent for Twin Falls County in support of the CSI Refugee Center application for FY 2020.

Sincerely,

Shawn Barigar
Mayor

Travis Rothweiler
City Manager

cc: Governor Brad Little
Jeff Fox, President, College of Southern Idaho

Date: Monday, December 23, 2019

To: Honorable Mayor and City Council

From: Shayne Nope, City Attorney

ACTION ITEM

Request:

ACTION ITEM: Request to consider a resolution that outlines the process to elect a mayor and appoint a vice mayor.

Time Estimate:

15 Minutes

Background:

City and State Code states that a mayor shall be elected following a council election, but does not outline the mayoral election process. In the past, we have used different processes to elect a mayor. This resolution is an attempt to make the process more uniform.

Approval Process:

A majority vote of the council is required to approve this resolution.

Budget Impact:

Regulatory Impact:

None

History:

N/A

Analysis:

N/A

Conclusion:

In conclusion, if a majority of the council agree with the process outlined in the resolution, it will be recorded as the official process going forward.

Attachments:

1. Resolution - Process to Elect a Mayor - 2019

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, ESTABLISHING A PROCESS TO ELECT A MAYOR AND APPOINT A VICE MAYOR.

WHEREAS, Idaho State Code, Section 50-809(1) and Twin Falls City Code 1-2-1 outlines that "At the time of installing and swearing in the councilmen following each general city election, or special election called for the purpose of electing officials, the council shall elect one (1) of their members to be designated the mayor"; and,

WHEREAS, Twin Falls City Code 1-2-2 states, "Upon taking office, the mayor shall appoint with the consent of the council any other councilman to act in the absence or disability of the mayor. Said appointed councilman shall be titled vice mayor and shall during the temporary absence or disability of the mayor, have all duties, powers and rights of the mayor. The designated vice mayor's term of appointment shall continue until another councilman is appointed vice mayor."

WHEREAS, The City Council would like to establish a process by which to comply with State and City Code when electing a mayor and appointing a vice mayor.

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

Section 1: At the time of installing and swearing in of newly elected city council members following a general or special election called for the purpose of electing officials, the following process will be followed to elect a mayor for the City of Twin Falls:

A. Once the new council members have taken their seats, the City Clerk or designee shall call for nominations for mayor; a nomination does not require a second. Any member of the council may nominate themselves or another member of the council to serve as mayor.

B. After all nominations have been made, the City Clerk or designee will announce the order in which each nominee may share a brief explanation of their desire and qualifications to serve as mayor. The order will be determined at random.

C. The city clerk will then, by roll call vote, take the vote of each council member; each council member may cast a vote for one (1) nominee. The order of this roll call vote will be at random.

D. The nominee who receives the most votes shall be elected as the mayor. In the event of a tie, the nominees with the most votes shall be taken by roll call vote, at random, and the nominee who receives the most votes shall be elected as the mayor.

Section 2: The newly elected mayor will then appoint one of the other council members to serve as vice mayor, this does not require a motion or second. Consent of the council will be determined by a majority vote. The City Clerk or designee will, by roll call vote, take the vote of each council member to approve the mayor's appointee. If the mayor's appointee does not receive a majority vote, then the mayor will appoint a different council member and another roll call vote will be taken. This process will continue until the mayor's appointee receives a majority vote. Such appointee will serve as vice mayor.

PASSED BY THE CITY COUNCIL , 2019.
SIGNED BY THE MAYOR , 2019.

_____
Mayor

ATTEST:

_____
City Clerk