PRELIMINARY PRESENTATION: TUESDAY APRIL 09, 2013
Public Hearing: Tuesday April 23, 2013

To: Twin Falls City Planning & Zoning Commission

From: Rene'e V. Carraway, Community Development Department

ITEM III-1

Request: **Request for an Amendment to the PUD Agreement for the Grandview Mini-Storage Facility, 6.4 +/- acres, to allow for a u-haul rental business and outside boat, RV and automobile storage yard for the storage facility customers on undeveloped property within the PUD on property located at 485 Grandview Drive. c/o Gregg Olsen on behalf of MOJO, LLC.** (app. 2564)

Background:

Applicant: Gregg Olsen on behalf of MOJO, LLC. 485 Grandview Drive Twin Falls, Idaho 83301 208- 280-3000 gregg@westerra.cc	**Status:** Owner	**Size:** 6.44 acre site
	Zoning: R-4	**Requested Zoning:** Amendment to the C-1 PUD Agreement
	Comprehensive Plan: Urban Village/Urban infill	**Lot Count:** 1 lot
	Existing Land Use: Mini-Storage Facility	**Proposed Land Use:** to add u-haul rental business and outside vehicle storage yard on undeveloped property
	Applicable Regulations: 10-1-4, 10-1-5, 10-4-8, 10-6-1 thru 10-6-2.4, PUD Agreement	
Zoning Designation & Surrounding Land Uses:	**North:** R- 4; Grand Vu Drive Inn	**East:** R-4 AoI; commercial uses
	South: OS; Twin Falls Golf Course	**West:** R-4; Grandview Dr., residential

History:

On February 26, 2008, the Planning Commission recommended denial for a request to amend the Comprehensive Plan-Land Use Map to change the designation of this property from Urban Residential to Commercial/Retail. The City Council approved the request on March 24, 2008. The City Council specifically requested the applicant bring this project through as a planned unit development. In January 2009 the Comprehensive Plan and including the Future Land Use Map was amended at this site from Commercial/Retail to Urban Village/Urban Infill.

A Preliminary PUD Presentation was held with the Planning and Zoning Commission on April 8, 2008 requesting a zoning change to a C-1 PUD to allow a single use; mini-storage facility, on this site. A public hearing was held on April 22, 2008 where the Commission unanimously recommended approval of the PUD and annexation as presented. On May 19, 2008 the City Council unanimously approved the request as presented, subject to (4) conditions. On May 27, 2008 Ordinance #2938 was adopted and on October 19, 2009 the final PUD Agreement was approved. The PUD Agreement has not been recorded as of today's date.

Budget Impact:

Approval of this request will have negligible impact on the City budget.

Regulatory Impact:

Approval of the request will allow this site to continue the operation of a mini-storage facility and in addition may operate a u-haul rental business and an outside vehicle storage yard for the customers of the storage facility on undeveloped property.

Analysis:

This is a request for an Amendment to the PUD Agreement for the Grandview Mini-Storage Facility, 6.4 +/- acres, to allow for a u-haul rental business and outside vehicle storage yard for the storage facility customers on undeveloped property within the PUD on property located at 485 Grandview Drive.

City Code requires that the applicants make a preliminary presentation to the Commission and to the public. This presentation allows the Commission and the public to become familiar with the proposed amendment to the project prior to the actual public hearing. The Commission can also give suggestions to the applicants on the project outside of the hearing process. No action is taken at the presentation meeting.

A public hearing regarding this request will be heard at the regularly scheduled Planning and Zoning Commission public meeting **Tuesday April 23, 2013**. Further staff analysis will be given at that time.

Conclusion:

Staff makes no recommendation at this time.

Attachments:

1. Letter of Request
2. Zoning Vicinity Map
3. Aerial of the Project Site
4. Comprehensive Plan Land Use Map
5. Master Development Plan Map
6. Site Photos (2)
7. PUD Agreement (not recorded – 10 pages)

January 25, 2013

City of Twin Falls

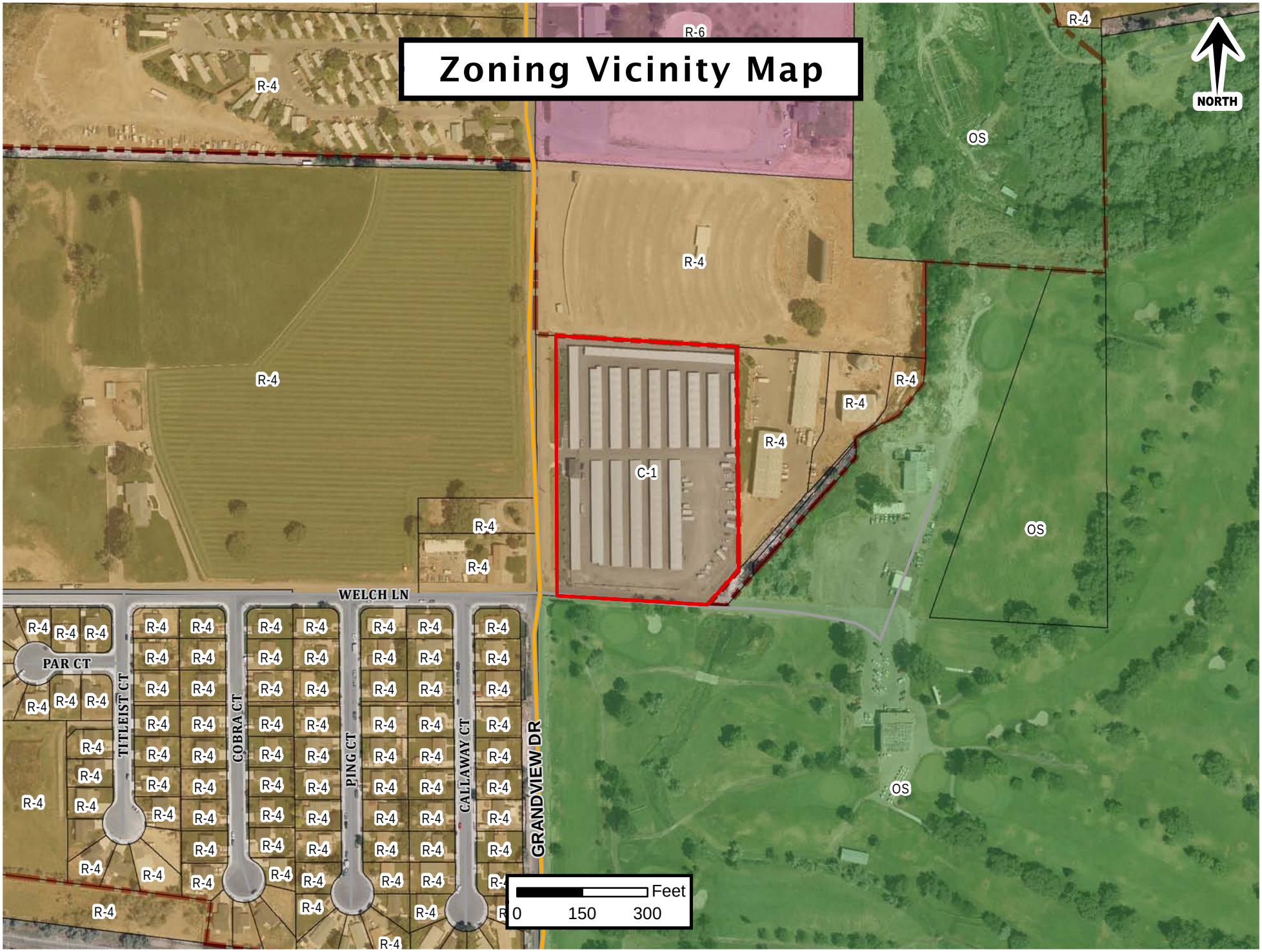
Re: MOJO PUD Amendment

MOJO, LLC is requesting that the PUD approved in October 2009 on the 6.44 acres located at 485 Grandview Drive be amended under Section 2B to say the following: the property described herein and zoned "C-1 PUD" will only allow the development of a mini-storage facility and its use as such as described within this document. The project's purpose and intended uses shall only be for the construction and commercial operation of mini-storage buildings, outside boat and RV storage, parking and U-Haul truck/trailer rentals.

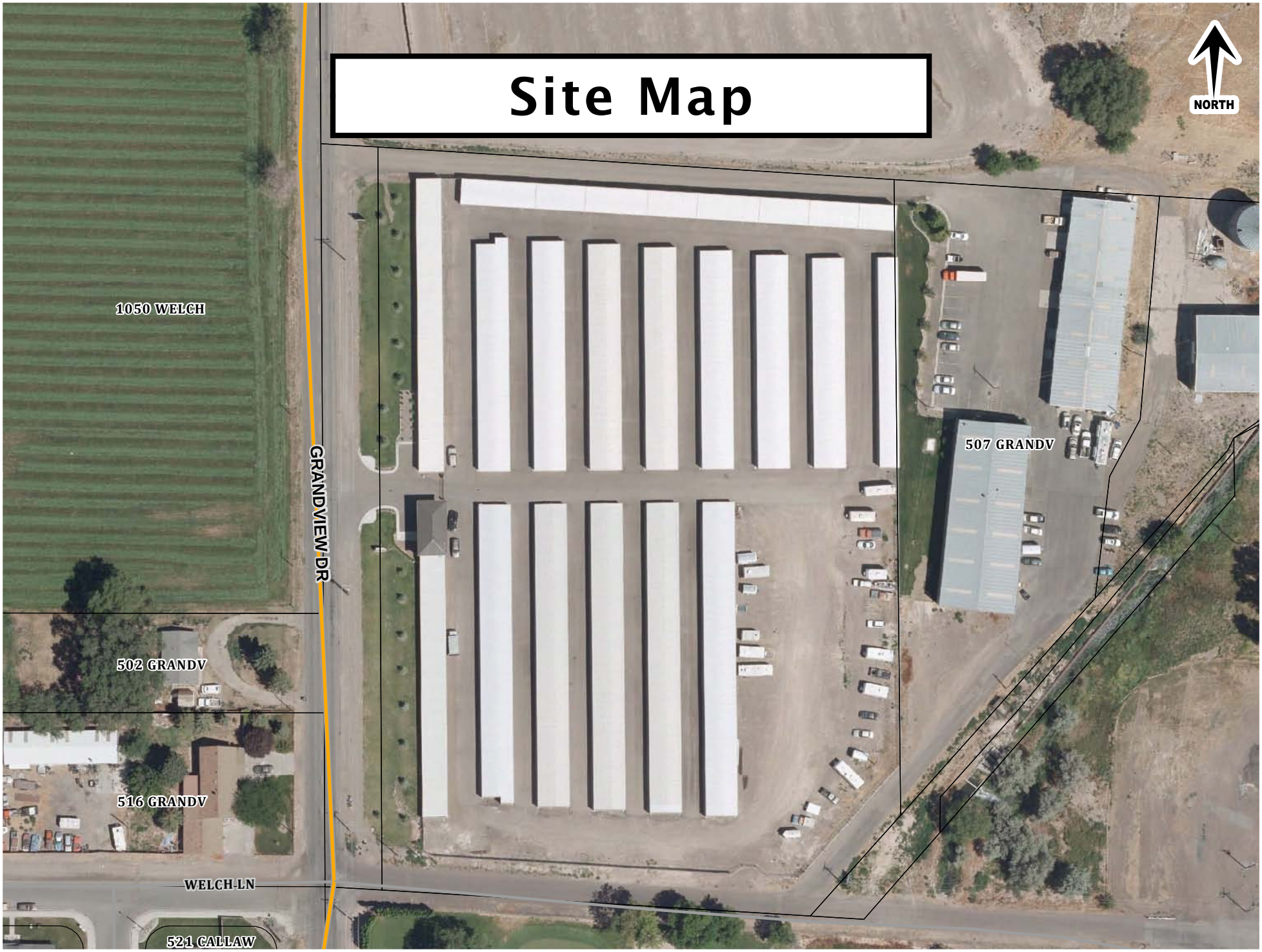
I would also like a deferral for the parking area as I understand that given the current zoning any parking or maneuvering areas are to have a hard surface, however, the current parking area is planning for future development of storage buildings and it would not be economical to pave that area until such time as the buildings are built.

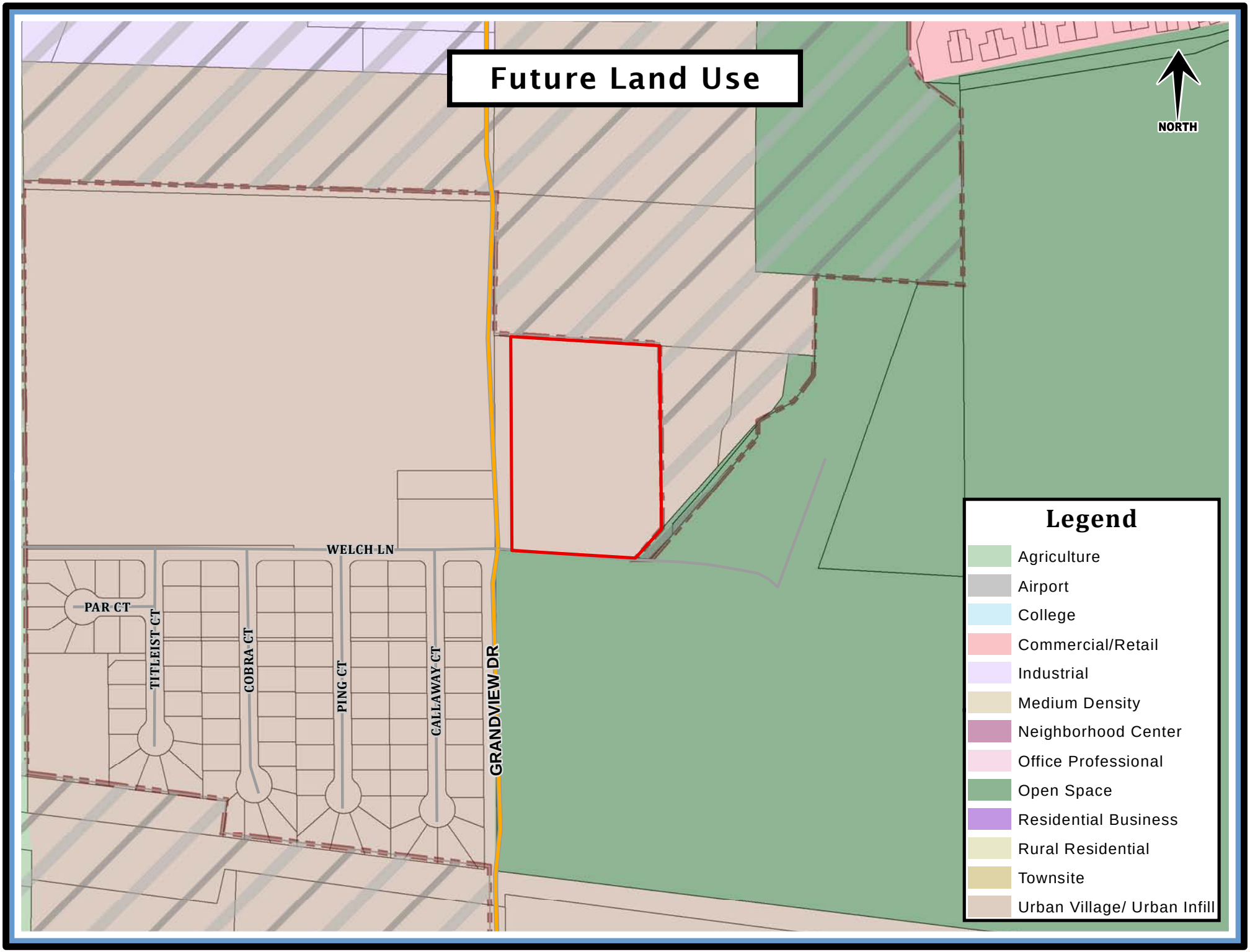
These changes will not affect the surrounding areas in any way as we have had no complaints, only compliments, on our operation and facility since we opened our doors.

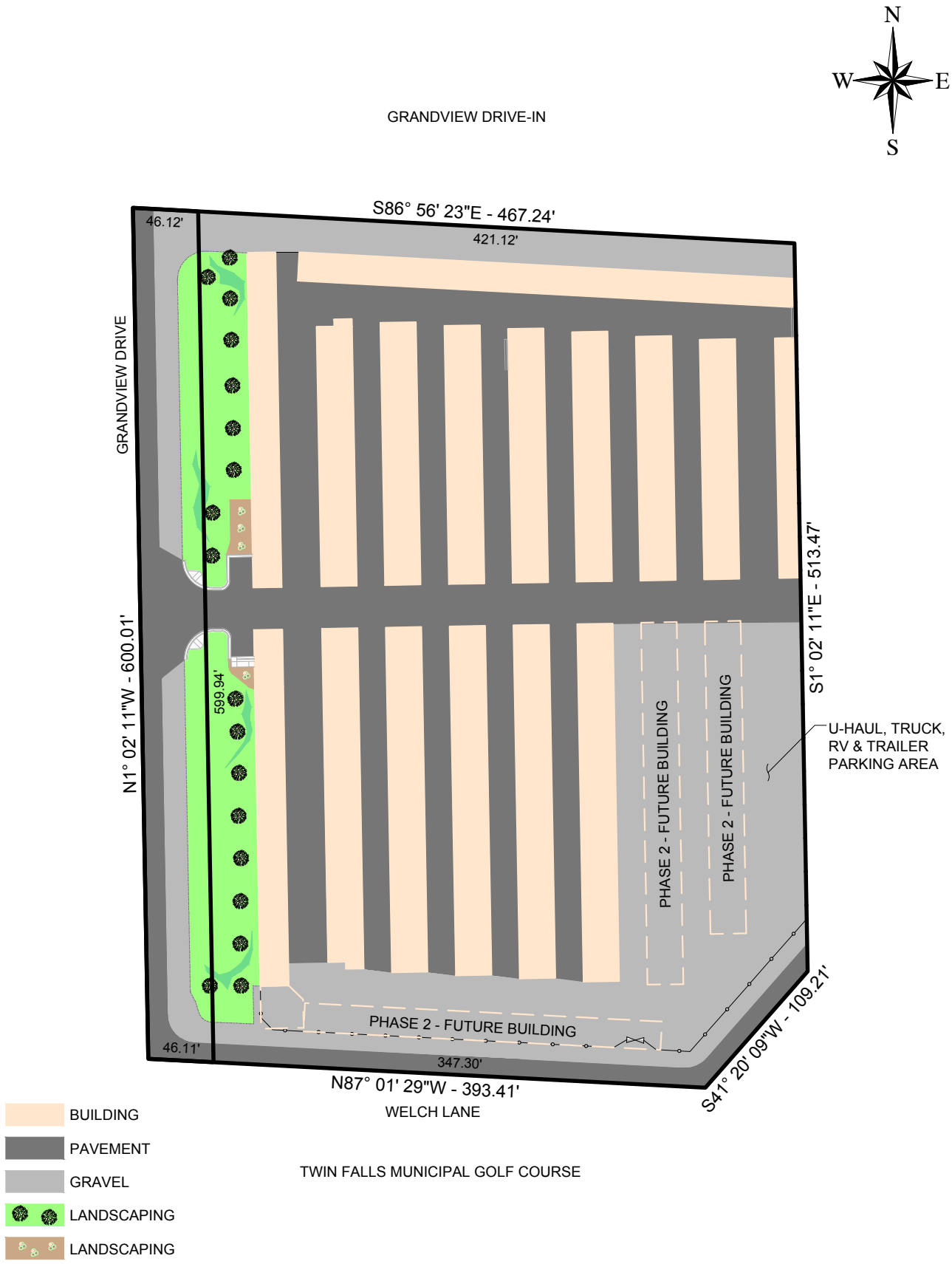
Zoning Vicinity Map



Site Map


NORTH
1050 WELCH
GRANDVIEW DR
507 GRANDV
502 GRANDV
516 GRANDV
WELCH LN
521 CALLAW


Future Land Use
NORTH
WELCH LN
PAR CT
TITLEIST CT
COBRA CT
PING CT
CALLAWAY CT
GRANDVIEW DR
Legend
Agriculture
Airport
College
Commercial/Retail
Industrial
Medium Density
Neighborhood Center
Office Professional
Open Space
Residential Business
Rural Residential
Townsite
Urban Village/ Urban Infill



MUNI STORAGE PUD
SECTION 17, T. 10 S., R. 17 E.
TWIN FALLS, ID

AMENDED MASTER DEVELOPMENT PLAN

SCALE: N.T.S.	DATE: 3/26/13	PROJ. NUMBER: 1151

DWG. PATH: Z:\1151-Gregg Olsen\1151CADD\dwg\1151-PUD EXHIBIT 2.dwg

RIEDESEL Engineering
202 Falls Avenue
Twin Falls, Id. 83301
Phone: (208) 733-2446
Fax: (208) 734-2748

Muni- Storage Office

Muni – Storage Office

Future Parking Area for Trailers/UHauls

Muni Storage of Twin Falls, Idaho

C-1 PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____~~2009~~ 2013, by and between THE CITY OF TWIN FALLS, State of Idaho, a municipal corporation, (hereinafter called "City"); and GREGG OLSEN, (hereinafter called "Developer"), whose address is 139 River Vista Place, Suite 202, Twin Falls, Idaho 83301.

RECITALS

WHEREAS, Developer is the owner of that certain tract of land in the County of Twin Falls, State of Idaho, more particularly described on Exhibit "A" attached hereto, (the "Property") which property is bounded by R-4 zone on the North and East sides, Grandview Drive on the West, and Twin Falls Municipal Golf Course on the South; and

WHEREAS, Developer intends to develop the Property; and

WHEREAS, Developer has made a request of the City to develop a commercial development for a mini storage facility on the Property, (hereinafter called "the "Project") and has submitted to the City a development plan for the Project, more particularly described in Exhibit "B", attached hereto, (hereinafter called the "Master Development Plan"), which has been recommended for approval, as presented, for development as a Planned Unit Development, by the Planning and Zoning Commission on April 22, 2008 and approved as presented, subject to conditions, by the City Council on May 19, 2008, and subject to Ordinance #2938, which was published on June 5, 2008, attached hereto as Exhibit "C".

WHEREAS, City, by and the through its City Council, has agreed to the development of said Project, subject to certain terms, conditions and understandings, which terms, conditions and understandings are the subject of this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Developer and City agree as follows:

1. NATURE OF THE AGREEMENT. This Agreement shall become part of the C-1 PUD zone with respect to the Project upon its full execution and recording. Developer and his assigns or successors in interest, as well as City and its assigns or successors (if any), shall be bound by the terms and conditions contained herein.

2. NATURE OF THE DEVELOPMENT. It is agreed that certain language and requirements pertaining to the "Project" shall be interpreted as follows:

A. Common Area And Homeowners' Association And Maintenance. There is no requirement for common area within the Project. Therefore, there is no requirement for Developer to organize an Owners' Association in connection with his development of the Property, which associations are established for the maintenance of common areas.

B. Uses. The property described herein and zoned "C-1 PUD" will only allow the development of a mini-storage facility and its use as such as described within this document. The Project's purpose and intended uses shall only be for the construction and commercial operation of mini-storage buildings and/or boat and RV storage and parking.

3. STREET, SEWER, WATER AND DRAINAGE IMPROVEMENTS. Developer shall be responsible for the design and construction of sewer, water and drainage systems on the Property (hereinafter "Improvements") as described herein, in accordance with City Standards.

A. Improvement Plans. Developer shall, as to each phase of development, file or cause to be filed with the City a complete set of plans for the Project, showing all Improvements contemplated (hereinafter "Improvement Plans"). The Improvement Plans and all Improvements thereon shall meet the approval of the City, which approval shall be given if such plans conform to published City requirements, the Master Plan and this PUD Agreement.

B. **Improvement Design And Construction**. Developer, at its expense, shall cause all Improvements shown on the Improvement Plans to be designed, constructed and installed consistent with the approved Improvement Plans. Notwithstanding the foregoing, nothing in this agreement shall prohibit City participation in the cost or financing of improvements on the Property if mutually agreed to by the parties hereto.

C. **Phased Construction**. If, in his discretion, Developer finds it necessary or expedient to do so, Developer may install the Improvements at one time, or in phases, as the Developer shall determine in its sole discretion. Developer shall provide the City with written notification of the timing and scope of the portion, or portions, of said Improvements it intends to complete at that time. Developer agrees to make such modifications and/or to construct any temporary facilities necessitated by such phased construction work as shall be reasonably required and approved by the City, which approval shall not be unreasonably withheld.

D. **Construction Supervision.** Developer shall use a qualified licensed contractor or supervisor to supervise construction, inspection and testing of the work as necessary, to ensure that all such Improvements are constructed in accordance with the approved Improvement Plans.

E. **Deferral Agreement**. City agrees that Developer shall not be required to install curb, gutter and sidewalk along Grandview Drive, until the earlier of: (1) expansion of the paved area of Grandview Drive; or (2) installation of curb, gutter and sidewalk on the property adjoining the North boundary of the Property.

F. **Non-Compliance**. In the event any of the Improvements are not consistent with the Improvement Plans, the City shall give written notice to Developer of said non-compliance. Developer shall cure said non-compliance within thirty days of its receipt of notice; or in the case of non-compliance that will take in excess of thirty days to cure; Developer shall commence to cure within thirty days of receipt of notice and shall diligently pursue the same to completion. In the event Developer fails to cure said non-compliance in the manner set forth hereinabove, the City shall have the right to withhold the issuance of any future building permits and certificates of occupancy

within that phase of such PUD until such time as all requirements specified in this Section 3 have been complied with; PROVIDED, HOWEVER, Developer shall have the right to appear before the City Council at any regular meeting after any building permits and certificates of occupancy shall have been withheld for reasons set forth in this paragraph and shall have the right to be heard as to why such building permits and certificates of occupancy should be issued. The City Council shall then, in good faith and in an objective manner, decide whether said building permits and certificates of occupancy should be issued, and its decision shall be final, except that the rights of the parties are preserved at law and equity.

G. **Fees.** Developer shall pay or cause to be paid to the City all applicable fees, if any, with regard to the installation of Improvements pursuant to the Improvement Plans.

H. **Maintenance Of Public Improvements**. City hereby agrees to accept maintenance responsibility for the public improvements, if any, upon their completion to City standards.

I. **Maintenance Of Storm Water Retention Improvements.**

Developer agrees that he or his successors in interest shall maintain the required storm water retention volumes as shown on the approved Improvement Plans. No storm water retention facilities or appurtenances shall be altered unless first approved by City.

4. DEVELOPMENT CRITERIA. The Property or any portion thereof shall be developed in accordance with criteria set forth in this Section 4.

A. **Approval And Construction**. All improvements shall be constructed in accordance with engineered drawings and specifications, describing in reasonable detail the work to be performed, which drawings and specifications shall first be approved by the City, which approval shall not be unreasonably withheld.

B. **Location Of Buildings**. The location of buildings along the North and South boundary of the Property may be adjusted, contingent upon the existence or waiver/release of an access easement encumbering the North and South twenty-five feet (25') of the Property.

C. **Building Setbacks.** All buildings shall be constructed with a minimum setback of eighty feet (80') from the centerline of Grandview Drive.

D. **Landscaping**. Landscaping shall be required to be installed along the West boundary of the Property at the time site and building improvements during Phase 1 and shall be completed thereon or by the next planting season for the proposed vegetation. Landscape buffer on Grandview Drive shall be a minimum thirty-six feet (36') between the back of the sidewalk or future sidewalk and the building in a manner consistent with minimum code requirements or this PUD whichever is greater and shall include a minimum of one (1) six foot (6') tree every thirty lineal feet (30 LF) of building wall along Grandview Drive. The landscaped area shall contain berming, as per city code.

Developer shall maintain the landscaping within the development, to include the perimeter, to meet or exceed minimum code requirements within the development. Landscaped areas may be constructed to serve as water retention areas on the Property upon approval by the city.

E. **Building Standards**. Buildings and improvements shall comply with the following standards.

1. Building Materials. Building wall surfaces facing the West and South boundaries of the Property shall be constructed with decorative tilt-wall concrete. The remaining building wall surfaces may be block; tilt-up or double-T panels; colored metal sheathing; brick veneer; and/or painted or stained wood construction.

2. Utilities. All on-site utility service lines, including electrical lines and telephone lines, shall be placed underground.

3. Signage. No billboards or outdoor advertising will be permitted, except that on-site signage advertising Developer's use of the Property may be installed in accordance with City Code requirements. No signs shall encroach over public rights-of-way.

4. Lighting. Exterior lighting shall at a minimum comply with City Code requirements. Developer shall be considerate of neighboring properties with respect to installation of exterior lighting. All lighting shall be shielded and facing away from residential properties and away from the outdoor movie theater to the north.

5. Fencing. Perimeter of development shall be fenced to meet or exceed minimum standards.

E. Codes. All construction on the Property shall be to the standards established by applicable codes.

5. TIME LIMITATION. The "C-1 PUD" zone designation on the Property described in Exhibit "A" attached hereto is expressly conditioned upon submission to the City Council of a final Master Development Plan within one (1) year from the date hereof. Developer may apply for one or more one-year extensions, provided application is made in advance of the one year expiration. Approval shall not unreasonably be withheld.

6. STANDARD DEVELOPER'S AGREEMENT. It is understood and agreed by the parties hereto that Developer shall execute the City's Standard Developer's Agreement.

7. GENERAL PROVISIONS.

A. Cooperation. The parties hereto agree to cooperate with one another. Developer shall submit to the City all plans, specifications, and working drawings required by the City.

B. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the Property and Improvements described herein, and no amendment or modification to this agreement shall be valid or effective unless reduced to writing and signed by the parties.

C. Applicable Law. This agreement shall be construed in accordance with the laws of the State of Idaho.

D. **Notices.** If notices from one party to the other are desired or required hereunder, such notices shall be delivered or mailed to the party to receive such at its address last known to the sender of such notice. Notices shall be deemed received on the date of hand delivery or upon seventy-two (72) hours following deposit in the United States mail, if properly addressed, stamped and sent with "return receipt requested". On the date of this agreement, the addresses of the parties are as follows:

DEVELOPER:	Gregg Olsen 139 River Vista Place, Suite 202 Twin Falls, ID 83301
CITY:	City of Twin Falls 321 Second Avenue East P.O. Box 1907 Twin Falls, ID 83303-1907

E. **Successors And Assigns:** This Agreement shall be binding upon the successors, assigns and legal representatives of the parties hereto.

F. **Severability**. In the event any portion of this Agreement is declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining portions shall not be affected thereby.

G. **Signatures**. Each of the persons executing this agreement hereby represents and warrants that he or she is duly authorized and empowered to so act on behalf of the entity for which he or she is signing, and that this agreement is binding on, and enforceable against, such entity.

H. **Effective Date**. This "PUD" Agreement shall become valid and binding upon its approval by the City, through its City Council, and upon its execution by the Mayor and the Developer.

I. **Attorney Fees**. In the event that either party is required to retain an attorney to institute litigation because of the default or breach of the other, or to pursue any other remedy provided by law, the party which prevails in such litigation shall be entitled to an award of a reasonable attorney's fee, to be paid by the opposing party.

J. **Construction**. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a contract is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that both parties have participated in the preparation hereof.

K. **Attachments**. All attachments to this Agreement and recitals are incorporated herein and made a part hereof as if set forth in full.

L. **Captions**. The captions, section and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and shall in no way affect interpretation of this agreement.

IN WITNESS WHEREOF, the City has affixed its seal and caused these presents to be executed by its Mayor on the date above written.

CITY OF TWIN FALLS

By:_____
Mayor

ATTEST:

_____
Deputy City Clerk

DEVELOPER:

_____
Gregg Olsen

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

On this _____ day of _____, ~~2009~~ 2013, before me, the undersigned, a notary public in and for said State and County, personally appeared _____ _____, known to me to be the _____ of the City of Twin Falls, the municipal corporation that executed the within and foregoing instrument, and acknowledged to me that such municipal corporation executed the same.

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

_____
NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls, Idaho
My Commission Expires:_____

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

On this _____ day of _____, ~~2009~~ 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Gregg Olsen, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

_____
NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls, Idaho
My Commission Expires:_____