



CITY OF TWIN FALLS, IDAHO

MEETING NOTICE

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The Twin Falls City Council will meet in the Twin Falls Council Chambers for their regular scheduled meeting on **Monday, January 6, 2014, at 4:00 P.M.**, 305 Third Avenue East.

Leila A. Sanchez
Deputy City Clerk/Recording Secretary

COUNCIL MEMBERS:

SHAWN	DON	SUZANNE	GREGORY	JIM	REBECCA	CHRIS
BARIGAR	HALL	HAWKINS	LANTING	MUNN, JR.	MILLS SOJKA	TALKINGTON
<i>Vice Mayor</i>			<i>Mayor</i>			



AGENDA
 Meeting of the Twin Falls City Council
Monday, January 6, 2014
 City Council Chambers
 305 3rd Avenue East -Twin Falls, Idaho

4:00 P.M. Tour of the City Communications Center (CCC) 4:30 P.M. (APPROXIMATE TIME) Review the City's communications service and strategy by Lt. Craig Stotts 5:00 P.M.		
PLEDGE OF ALLEGIANCE TO THE FLAG , CONFIRMATION OF QUORUM INTRODUCTION OF STAFF CONSIDERATION OF THE AMENDMENTS TO THE AGENDA PROCLAMATIONS: None		
AGENDA ITEMS	Purpose	By:
OLD BUSINESS:		
I. <u>CONSENT CALENDAR:</u>		
1. Consideration of a request to approve December 27, 2013, payroll total: \$51,158.23, and December 23, 2013, account payable total: \$375.00.	Action	Sharon Bryan
2. Consideration of a request to approve the December 02, 2013, December 9, 2013, December 16, 2013, City Council Minutes.	Action	Leila A. Sanchez
Reorganization of City Council Swear in new Council Members Select Mayor/Vice Mayor		
NEW BUSINESS:		
I. <u>CONSENT CALENDAR:</u> None		
1. Consideration of a request to approve an Alcohol License for Mia's Place LLC., located at 717 Main Avenue West.	Action	Sharon Bryan
I. <u>ITEMS FOR CONSIDERATION:</u>		
1. Consideration of a request by the Board of Trustees of the Twin Falls Public Library to appoint Chris Vaage to serve as a Library Trustee for a full term of office from January 2014 – December 2018.	Action	Susan L. Ash, Library Director
2. Consideration of a request to appoint Carleen Herring of Region IV Development Association as the Environmental Review Officer for the Clif Bar Idaho Community Development Block Grant (ICDBG) project	Action	Travis Rothweiler
3. Consideration of a request to adopt a resolution declaring the City's intent to dispose of real property and setting a date for a public hearing.	Action	Mitchel Humble
4. Consider and act on a request to adopt an ordinance amending City Code 3-18 regarding City issued permits for mobile food concessions.	Action	Mitchel Humble
5. Discussion of the first draft of the Agreement with Beckley Media to use Twin Falls City property in his effort to jump the Snake River Canyon. <i>This will not be an action item.</i>	Discussion	City Council
6. General update on Canyon Jump process to include public safety and possible compensation.	Update	Travis Rothweiler Brian Pike
7. Public input and/or items from the City Manager and City Council.		
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u> None.		
V. <u>ADJOURNMENT:</u>		

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

Twin Falls City Council-Public Hearing Procedures for Zoning Requests

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



Date: Monday, January 6, 2014, City Council Meeting
To: Honorable Mayor and City Council
From: Lieutenant Craig Stotts, Twin Falls Police Department

Request:

The Twin Falls Police Department would like to invite the members of the Twin Falls City Council on a guided tour of the City Communications Center (CCC). Lieutenant Craig Stotts will lead this tour designed to give the Council a glimpse inside the daily operation of the CCC. It is our goal to show you how calls for service are created and routed, and to give the Council a chance to ask questions regarding emergency communications operations.

Time:

Thirty (30) minutes.

Background:

On December 30, 2003, the CCC infrastructure was in place and the first call for service was created just after 5:00 a.m. Several significant technological changes have been implemented in the CCC since 2003. These include the implementation of Phase II cellular (911) location capabilities, 2013 federal radio narrow banding mandate, and the improved north end radio communications coverage. The expanded coverage is a result of the radio communications tower capital improvement project, which was recently completed this past year. As technologies change, the challenge of the future will be to have our communications infrastructure evolve in order to meet the demands of a mobile society. In order to meet this goal, the City of Twin Falls recently applied for and was awarded a grant to upgrade some of our aging equipment.

Budget Impact:

None

Regulatory Impact:

N/A

Conclusion:

The time and date for the tour will be on Monday, January 6, 2014, at 4:00 p.m. We will meet in the Patrol Briefing Room at the Twin Falls Police Department, located at 356 3rd Avenue East.

Attachments:

None

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COUNCIL MEMBERS:

SHAWN	DON	SUZANNE	GREGORY	JIM	REBECCA	CHRIS
BARIGAR	HALL	HAWKINS	LANTING	MUNN, JR.	MILLS SOJKA	TALKINGTON

Vice Mayor

Mayor

MINUTES

Meeting of the Twin Falls City Council
Monday, December 2, 2013
City Council Chambers
305 3rd Avenue East -Twin Falls, Idaho



5:00 P.M.

PLEDGE OF ALLEGIANCE TO THE FLAG
CONFIRMATION OF QUORUM
INTRODUCTION OF STAFF
CONSIDERATION OF THE AMENDMENTS TO THE AGENDA
PROCLAMATIONS: None

AGENDA ITEMS		Purpose	By:
I. <u>CONSENT CALENDAR:</u>			
1. Consideration of a request to approve the accounts payable for November 26 – December 2, 2013, total: \$931,116.36 and Fire payroll, November 27, 2013, total: \$51,565.03.	Action	Sharon Bryan	
II. <u>ITEMS FOR CONSIDERATION:</u>			
1. Consideration of a request to use parking reserve funds for the purchase of code enforcement tracking and ticketing software.	Action	Mitchel Humble	
2. Consideration of a request to approve a resolution declaring a policy of transparency in City government.	Action	Don Hall Jim Munn	
3. Public input and/or items from the City Manager and City Council.			
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>			
IV. <u>PUBLIC HEARINGS:</u> None.			
V. <u>ADJOURNMENT:</u>			

Present: Shawn Barigar, Don Hall, Suzanne Hawkins, Greg Lanting, Jim Munn, Rebecca Mill Sojka, Chris Talkington
Absent: None
Staff Present: City Manager Travis Rothweiler, City Attorney Fritz Wonderlich, Community Development Director Mitchel Humble, Assistant to the City Manager Mike Williams, PIO Josh Palmer, Information Services Training Coordinator Lorie Whitney, Code Compliance Officer Sean Standley, Deputy City Clerk/Recording Secretary Leila A. Sanchez

Mayor Lanting called the meeting to order at 5:00 P.M. He then invited all present, who wished to, to recite the pledge of Allegiance to the Flag with him. A quorum was present. Mayor Lanting introduced staff.

CONSIDERATION OF THE AMENDMENTS TO THE AGENDA: None

PROCLAMATIONS: None

AGENDA ITEMS

I. CONSENT CALENDAR:

1. Consideration of a request to approve the accounts payable for November 26 – December 2, 2013, total: \$931,116.36
November 27, 2013, Fire payroll, total: \$51,565.03.
December 2, 2013 Prepay, total: \$29,418.08
December 3, 2013 Prepay, total: \$285.12
November 27, 2013, Fire Payroll, total: \$51,565.03

MOTION:

Councilperson Hawkins made the motion to approve the Consent Calendar as presented. The motion was seconded by Vice Mayor Hall and roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

Assistant to the City Manager Williams introduced Grant Writer Mandi Thompson.

II. ITEMS FOR CONSIDERATION:

1. Consideration of a request to use parking reserve funds for the purchase of code enforcement tracking and ticketing software.

Community Development Director Humble explained the request.

Staff recommends that the Council authorize the expenditure of parking reserve funds for the acquisition of gtechna code enforcement tracking and management software.

Code Compliance Officer Standley explained that he researched various software features and believes the software will provide efficient and effective code enforcement work management and parking enforcement.

Discussion followed.

-Annual fee includes recent updates

-Majority of complaints are received from those who have purchased passes

-Training: Information Services will provide three day training on the system

Lorie Whitney, Information Services, stated that the installation of the program will be done remotely. The initial cost of the software package is \$67,032, and the yearly maintenance cost is estimated at \$11,000.

Discussion followed on budgeting the cost of software and maintenance.

Community Development Director Humble explained that the proposal is to use funds from the Parking Reserve Fund, Code Enforcement division budget, and Planning Department budget.

Code Enforcement Officer Standley explained the inefficiencies of the current system being used.

MOTION:

Councilperson Barigar made the motion to use the Parking Reserve Funds as outlined for code enforcement tracking and code enforcement software in the amount \$ 67,032, and the ongoing annual cost for maintenance. The motion was seconded by Vice Mayor Hall.

Council discussion followed.

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- The purchase of the software is a tool that will allow staff to increase productivity and provide effective code enforcement
- Every violation is a cost of \$35, unless not paid within three business days
- Concern of the cost of the software was not budgeted

Councilperson Mills Sojka stated for the record that she supports updating technology and getting the technology needed to be effective and efficient, but believes handwritten tickets and check boxes should be an adequate warning for a printed ticket and does not see the downside for a few months.

Roll call vote showed Councilpersons Barigar, Hall, Hawkins, Lanting and Talkington voted in favor of the motion. Councilpersons Munn and Mills Sojka voted against the motion. Approved 5 to 2.

2. Consideration of a request to approve a resolution declaring a policy of transparency in City government.

Vice Mayor Hall explained the request.

After listening to Council's debate and community input, the following changes were made to the proposed resolution on November 25, 2013:

Section 3: The Idaho Open Meeting Law applies only to meetings of the governing board of a public agency or sub agency which is created by statute, ordinance, or other legislative act, with the authority to make decisions for or recommendations to a public agency regarding any matter. The Idaho Attorney General, in the Idaho Open Meeting Law Manual, states that "the Open Meeting Law does not apply to voluntary, internal staff meetings if the group is not created by or pursuant to statute, ordinance or other legislative act, even though the discussions may lead to recommendations to the governing body." A subcommittee is a creation of, and is responsible to, the agency that created it.

Section 3, paragraph 2: "In order to provide more transparency in City government, neither the Twin Falls City Council nor any of its commissions will permit the formation of ad hoc volunteer groups intended to report back to the City Council or commission, unless that group is formed as a committee or commission, created by a vote of the City Council or commission. The City Council, and its committees and commissions, shall always comply with all requirements of the Idaho Open Meeting Law."

Councilperson Munn requested Council discussion, debate and adoption of the proposed resolution.

Council discussion followed.

- Ramifications of violating the Resolution if adopted.
- Council creation of a committee or commission

City Attorney Wonderlich stated that the resolution has a moral authority and not legal authority and the resolution is without penalties. The Open Meeting Law provides specific local recommendations and there are penalties for noncompliance. The creation of a commission or committee by a Commission is bound by the Idaho Opening Meeting Law.

The following are not bound by open meetings laws:

- Ex: Chief Brian Pike requests help from CSI Law Enforcement Office Instructors Don Hall and Jim Munn
- Ex: Magic Valley Trail Enhancement Committee is not a committee of the Council
- Ex: Magic Valley Air Show Committee is a volunteer group and not a committee of the Council

City Manager Rothweiler stated that the City is holding the Magic Valley Air Show Committee's funds until their 501 C paperwork is completed.

Councilperson Hawkins asked the City Attorney if the Council is going far above and beyond, by adoption of the resolution, and thus limiting the Council in doing the job it has been elected to do. City Attorney Wonderlich stated that her question is a policy decision.

Discussion followed.

- Mayor appointments
- Economic Development Ready Team

City Manager Rothweiler explained that he created the Economic Development Ready Team. The purpose of the economic development ready team is to encourage and create opportunities for collaboration between the City of Twin Falls and its economic development partners. The ready team compiles information and develops economic development strategies for site visits. He stated that he will be recommending to the Council that the Economic Development Ready Team become an officially recognized committee of the City Council. Formalizing the Economic Development Ready Team formalizes the Tier Group.

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Mayor Lanting stated that he has been following the Idaho Opening Meeting Law to the letter and will exercise his authority to nominate persons to serve in appointed offices, subject to confirmation by a majority of the full Council.

- Urban Renewal Agency
- Twin Falls Public Library/sub-committees

City Attorney Wonderlich confirmed that the Urban Renewal Agency is an independent agency. The Twin Falls Public Library is an independent, non-partisan board and is subject to open meeting laws.

City Manager Rothweiler stated that the library's tax rate is included in the Twin Falls City's tax rate. Susan Ash reports to the Library Board, which has been appointed by the City Council. City Attorney Wonderlich stated that if the Library Board creates a committee to report back to it, the committee is subject to the Idaho Open Meeting Law. He stated that he believes the Library Board of Trustees is an independent agency.

Councilperson Barigar asked Councilperson Mills Sojka if the proposed resolution accomplishes what she is after.

Councilperson Mills Sojka stated that she does not believe the resolution is addressing the issue that she was trying to address as far as making committees more open and accessible to the public and bringing the deliberation out in the open. The resolution does not prohibit the Mayor from appointing committees.

City Attorney Wonderlich stated that Mayor Lanting under Idaho Code has the authority to nominate persons to serve in appointed offices, subject to confirmation by a majority of the full council. The Mayor may choose to have a group of people assist him in interviewing volunteers to serve on a committee.

Councilperson Mills Sojka stated that she has a problem with the Mayor forming a work group to make a recommendation for appointments and a staff appointed committee.

Mayor Lanting responded and stated that he has the strong opinion that he can do a better job of interviewing those potential candidates without the press, television cameras, radio broadcast, or possibly doing it live. He stated that he would interview a person himself in order to follow the letter and the spirit of the law. Idaho State Code is specific and states that the Mayor appoints and the Council confirms the appointment. He stated there was a concern by the Times News when Councilperson Hawkins was appointed to the Council.

Vice Mayor Hall stated that the resolution will not allow the Mayor to form a committee. Any of the City's statutory commissions are subject to the Idaho Open Meeting Law.

Councilperson Mills Sojka stated that she has a problem with a group making a deliberation of an issue that will come before the Council.

City Attorney Wonderlich explained that the City Manager has work groups (staff) who make recommendations to the Council

Councilperson Mills Sojka stated that she would be in favor of recommending an amendment to the resolution she presented on November 25, to say that the Mayor can close interviews at his or her discretion and that no work groups will be formed for deliberating public business. She does not see how the proposed resolution changes what is currently being done and asked for Council feedback.

The majority of the Council spoke in favor of the proposed resolution.

MOTION:

Councilperson Munn made the motion to approve Resolution 1912 as written. The motion was seconded by Vice Mayor Hall.

Councilperson Talkington made an amendment to the main motion to approve Resolution 1912, to include in Section 3 paragraph 3: "No more than two elected City Council persons may serve on any committee, including ad hoc groups and subcommittees created by statute, ordinance, or other legislative act. The motion was seconded by Councilperson Mills Sojka. Roll call vote showed all members present voted in favor of the motion.

Recess at 7:02 P.M.

Reconvened at 7:09 P.M.

MOTION:

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Councilperson Mills Sojka made an amendment to the main motion to **delete (red)** in Section 3: paragraph 2, In order to provide more transparency in City government, neither the Twin Falls City Council nor any of its commissions will permit the formation of ad hoc volunteer groups *intended to report back to the City Council or commission*. The motion was seconded by Councilperson Talkington.

Council requested clarification of the intent of the amendment.

Councilperson Mills Sojka made an amendment to the main motion to **add (red)** to Section 3: paragraph 2: In order to provide more transparency in City government, neither the Twin Falls City Council nor any of its commissions will permit the formation of ad hoc volunteer groups *"that deliberate or discuss public business that is not covered by executive session or any other part of the Open Meeting Laws*. The amendment failed due to a lack of a second.

Roll call vote on the amendment to the main motion showed Councilpersons Barigar and Mills Sojka voted in favor of the motion. Councilpersons Hall, Hawkins, Lanting, Munn, and Talkington voted against the motion. Failed 5 to 2.

Roll call vote on the main motion as amended showed Councilpersons Barigar, Hall, Hawkins, Lanting, Munn, and Talkington voted in favor of the motion. Councilpersons Mills Sojka voted against the motion. Approved 6 to 1.

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

Tammy Billman stated her complaint against 311 and 911. She called to report that she was pinned by two dogs.

Vice Mayor Hall stated that the Police Department will investigate her report.

Mike Jones spoke in favor of the need of transparency in the City Council and the Urban Renewal Agency. He spoke against increasing the City Attorney's salary.

City Manager Rothweiler stated that with the passage of Resolution 1912, he will come before Council to request work groups, Economic Development Ready Team and the Zoning Ordinance Amendment Committee (ZOAC) to be recognized as City Council appointed committees. He further discussed the Wastewater Treatment Plant Contract, Urban Renewal Agency Downtown Improvements, and the Canyon Jump.

Council agreed that the City Manager will negotiate a contract with CH2M Hill and will then make a recommendation to the City Council.

City Manager Rothweiler stated that he and City Attorney Wonderlich will provide to the Council weekly updates on the Canyon Jump process. He also has received interest from individuals who have asked to be involved in the process. Brian Lay, Dept. of Lands, has been invited to be part of the canyon jump process. In addition, staff discussed the contract terms between Beckley Media and the Department of Lands. Captain Anthony Barnhart will lead the public safety portion of the event. Beckley Media has been invited to attend the December 9, 2013, Council meeting.

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:

V. PUBLIC HEARINGS: None

V. ADJOURNMENT: The meeting adjourned at 7:48 p.m.

Leila A. Sanchez
Deputy City Clerk/Recording Secretary

COUNCIL MEMBERS:

SHAWN BARIGAR	DON HALL	SUZANNE HAWKINS	GREGORY LANTING	JIM MUNN, JR.	REBECCA MILLS SOJKA	CHRIS TALKINGTON
<i>Vice Mayor</i>			<i>Mayor</i>			



MINUTES
Meeting of the Twin Falls City Council
Monday, December 9, 2013
City Council Chambers
305 3rd Avenue East -Twin Falls, Idaho

5:00 P.M.

PLEDGE OF ALLEGIANCE TO THE FLAG
CONFIRMATION OF QUORUM
INTRODUCTION OF STAFF
CONSIDERATION OF THE AMENDMENTS TO THE AGENDA
PROCLAMATIONS: None

AGENDA ITEMS	Purpose	By:
I. <u>CONSENT CALENDAR:</u>		
1. Consideration of a request to approve the accounts payable for December 3 –9, 2013.	Action	Sharon Bryan
2. Consideration of a request to approve the November 12, 2013, Minutes.	Action	Leila A. Sanchez
3. Consideration of a request to accept right of way deed for a portion of Cheney Drive West Extended west of Grandview Drive North.	Action	Brad Wills/ Lee Glaesemann
II. <u>ITEMS FOR CONSIDERATION:</u>		
1. Presentations from Municipal Powers Outsource Grants (MPOG) Recipients on use of funds received last fiscal year.	Presentations	Pat Lehmann
2. Consideration of the creation and the establishment of various committees of the City Council of the City of Twin Falls to ensure the City operate in compliance with Resolution 1912.	Action	Travis Rothweiler
3. Consideration of a request submitted by Mr. Timothy Okal of the REO Development Group, LLC, to have the City Council reconsider its actions of November 25, 2013: to “begin negotiations with Beckley Media and to complete negotiations with Beckley Media by January 31, 2014 and to be brought to Council for consideration no later than February 3, 2013.”	Possible Action	Travis Rothweiler
4. Discussion on Canyon Jump process.	Discussion and Possible Action	City Council
5. Public input and/or items from the City Manager and City Council.		
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u>		
V. <u>ADJOURNMENT:</u>		

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

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December 9, 2013

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Present: Shawn Barigar via telephone, Don Hall, Suzanne Hawkins, Gregory Lanting, Jim Munn, Jr., Rebecca Mills Sojka, Chris Talkington

Absent: None

Staff Present: City Manager Travis Rothweiler, City Attorney Fritz Wonderlich, Project Engineer Lee Glaesemann, Budget Coordinator Patricia Lehmann, Chief Finance Officer Lorie Race, Police Chief Brian Pike, Police Captain Anthony Barnhart, Deputy City Clerk Leila A. Sanchez

Mayor Lanting called the meeting to order at 5:00 p.m. He then invited all present, who wished to, to recite the pledge of Allegiance to the Flag. A quorum is present. Mayor Lanting introduced staff.

CONSIDERATION OF THE AMENDMENTS TO THE AGENDA:

City Manager Rothweiler requested the following amendments to the agenda:

Consideration of a request to approve the November 12, 2013, AMENDED MINUTES.

Consideration of a request to approve the City Council Schedule of Regular Meetings Year 2014.

MOTION:

Councilperson Munn made the motion to approve the amendments to the agenda as presented. The motion was seconded by Councilperson Hawkins and roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

PROCLAMATIONS: None

AGENDA ITEMS

I. CONSENT CALENDAR:

1. Consideration of a request to approve the accounts payable for December 3 –9, 2013, total: \$632,355.68
Prepay, December 9, 2013, \$446,908.
Prepay, December 10, 2013, \$1,611.00
Prepay, December 6, 2013, \$119,160
2. Consideration of a request to approve the November 12, 2013, Minutes.
3. Consideration of a request to accept right of way deed for a portion of Cheney Drive West Extended west of Grandview Drive North.
4. Consideration of a request to approve the City Council Schedule of Regular Meetings Year 2014.

Councilperson Talkington referred to the City Council Schedule of Regular Meetings - Year 2014. On the fifth Monday, if there is no regular business, a meeting can be held to discuss department operations.

MOTION:

Councilperson Mills Sojka made a motion to approve the calendar with the change of adding in March 31, 2014, June 30, 2014, September 29, 2014, and December 29, 2014. The motion was seconded by Councilperson Talkington and roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

MOTION:

Councilperson Talkington made the motion to approve the Consent Calendar as amended. The motion was seconded by Councilperson Hawkins and roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

I. ITEMS FOR CONSIDERATION:

1. Presentations from Municipal Powers Outsource Grants (MPOG) Recipients on use of funds received last fiscal year.

Budget Coordinator Lehmann explained the presentation. The City Council requested that the MPOG recipients report back to Council on what the funds were used for and what was accomplished. The remaining five recipients will give a report at the next Council meeting.

Deborah Gabardi, Crisis Center of the Magic Valley, gave her presentation. Lorie Palmer, Shelter Manager, was available for questions. The Crisis Center was awarded \$15,000.

Jeanette Roe, Twin Falls Senior Center, gave her presentation. The Senior Center was awarded \$3,000.

Tahna Barton, CASA, gave her presentation. CASA was awarded \$6,000.

Councilperson Mills Sojka disclosed that her spouse is in the TF Municipal Band.

Sandy Hacking, Twin Falls Municipal Band, gave her presentation. The Band was awarded \$21,200.

Lindsey Westburg, Boys and Girls Club, gave her presentation. The Boys & Girls Club was awarded \$11,150.

2. Consideration of the creation and the establishment of various committees of the City Council of the City of Twin Falls to ensure the City operate in compliance with Resolution 1912.

City Manager Rothweiler explained the request.

On December 2, 2013, the City Council of the City of Twin Falls adopted Resolution 1912. The purpose of the Resolution is to "...declare a policy of transparency and openness in City Government in order to promote accountability, to enhance dissemination of public information, and to encourage citizen participation in city government."

In order to ensure the City is operating in compliance with Resolution 1912, the City Council will need to review the work groups that have been created and transform them into recognized committees. Those committees are the economic development ready team, waste water treatment plant operator contract extension, ZOAC and Twin Falls URA Downtown and Old Towne improvement committee.

Economic Development Ready Team

Purpose: The purpose of the economic development ready team is to encourage and create opportunities for collaboration between the City of Twin Falls and its economic development partners. The ready team compiles information and develops economic development strategies for site visits. It also serves as "the face of the community" when hosting and entertaining economic development opportunities during those visits and interactions. This team helps further the strategic planning objectives contained in "Prosperous Community" section of the City's strategic plan.

Council discussion followed:

Councilperson Hawkins stated her concern that approving the Economic Development Ready Team as a committee of the Council, will allow only two Councilmembers to serve on the committee. The Mayor should have a place at the table because he or she is the signing for the City and Councilperson Barigar serving a dual role as CEO of the Chamber of Commerce and Councilperson, is included on the team. This would lock the other five Councilmembers out of any opportunity to serve on the committee. She stated she made it very clear that during the election that she is interested in economic development and would like a bigger piece at that table and asked for Council input.

Council discussion followed.

- Suggestion of rotating seats to serve on the committee
- Location of the committee meeting
- Meeting will be published
- Minutes will be taken
- Potential of live streaming meetings in the overflow room and other areas in the Chambers

Mayor Lanting explained that the Chamber CEO and the Mayor should serve on the team.

Councilperson Barigar stated that when the team is dealing with specific companies and as long as those companies are looking at different locations, the "team" would qualify under the Idaho Meeting Law exemptions and at that point the full Council is involved.

City Manager Rothweiler stated that because of the nature and size of the committee, staff asks this committee be given the opportunity to continue to meet in the City Council Overflow Room and St. Luke's Hospital.

PIO Palmer stated he would investigate the cost of additional technology to live stream meetings in different locations of the Chambers.

Council consensus is to create a committee of the Council and to allow meetings to be held in the Council Overflow Room and St. Luke's hospital.

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Waste Water Treatment Plant Operator Contract Extension Workgroup

Purpose: The purpose of the committee would be to construct a 10-year extension to the current waste water services contract that would be brought to the City Council for consideration and ratification. If a committee was created, it is important to note that some of its work would be conducted in executive session. Idaho Code Section 67:2345 (1)(a) and (b) would permit this committee to enter into executive sessions for the purpose of considering hiring or evaluating an "individual agent". After negotiations had concluded, the committee would discuss and review the proposed contract in a public setting and in compliance with the Idaho Open Meeting Laws and Twin Falls City Council Resolution 1912. This group would make recommendation to the City Council. After, it would be dissolved.

An alternative to the committee would be to have the City's staff negotiate the contract and present it to the City Council for its consideration in a public setting after negotiations have been completed.

Council directed staff to negotiate a contract and then present to the City Council for their consideration.

Zoning Ordinance Amendment Committee (ZOAC)

Purpose: The purpose of the Zoning Ordinance Amendment Committee (ZOAC) is to provide input and direction to City staff regarding the creation of amendments to City Code Title 10, the City's zoning ordinance. The City's Comprehensive Plan recommends several zoning ordinance amendments that are necessary to achieve the Plan's desired development outcomes. Also, the City Council and Planning & Zoning Commission from time to time will identify zoning ordinance provisions that have become outdated or are otherwise inadequate and in need of amendment.

Council discussion followed.

Council consensus is to create a Committee of the Council and to meet in the Chambers.

Twin Falls Urban Renewal Agency – Downtown Improvement Committee

Purpose: The purpose of the committee is to review the 2013 Facility Assessment for Downtown and Old Towne and develop a comprehensive strategy to make infrastructure improvements in the URA's revenue allocation area #1. This is a workgroup that has been created by the URA. The URA has invited members of the City Council and City staff to participate in the development of the downtown redevelopment strategies as it relates to infrastructure improvements.

Council discussion followed.

-Citizen and user impact

Vice Mayor Hall clarified that traditionally the incoming Mayor will make choices on liaison positions and council assignments the first of the year. In addition, because he is the liaison to the Urban Renewal Agency he will remove himself from this committee.

MOTION:

Councilperson Munn made the motion to establish an Economic Development Ready Team Committee, a Zoning Ordinance Amendment Committee (ZOAC), not form a Waste Water Treatment Plant Operator Contract Extension Workgroup, and to assign up to two members to the Twin Falls Urban Renewal Agency – Downtown Improvement Committee pursuant to Resolution 1912. The motion was seconded by Talkington.

Mayor Lanting stated that if the Ready Team meets between now and the end of the year he will step down from the committee.

Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

City Manager Rothweiler stated that two resolutions will be brought to the Council to establish an Economic Development Ready Team Committee and a Zoning Ordinance Amendment Committee (ZOAC).

3. Consideration of a request submitted by Mr. Timothy Okal of the REO Development Group, LLC, to have the City Council reconsider its actions of November 25, 2013: to "begin negotiations with Beckley Media and to complete negotiations with Beckley Media by January 31, 2014 and to be brought to Council for consideration no later than February 3, 2014."

City Manager Rothweiler explained the members of the City Council must determine if it will formally hear REO Development Group, LLC's request. Should a majority of the City Council move to approve the request for reconsideration at the December 16, 2013, meeting, the issue of determining who will have the opportunity to use the City's property as a jump site will be decided at a future City Council meeting. The City Council will also outline the process it intends to use should the request for reconsideration be granted.

Council discussion followed.

MINUTES

December 9, 2013

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- Additional critical information was not received from REO Development Group, LLC.
- Allowing more than one applicant for the proposed Snake River Jump using City property in 2014, if the applicant meets the City's criteria.
- Beckley Media has a landing site and has demonstrated a financial commitment to the jump.

Councilperson Barigar stated the Council received a memorandum from Beckley threatening legal action just prior to the November 25, 2013, Council meeting to discuss the "Jump the Canyon" Request for Qualifications proposals. He asked his fellow Councilmembers if the threat of a lawsuit by Beckley Media may have caused them to make the decision to begin negotiations with Beckley Media.

Councilpersons Hawkins, Hall, and Munn stated that the letter did not influence their decision to begin negotiations with Beckley Media.

City Manager Rothweiler stated that Cheryl Wheeler submitted a petition as part of the public record and a letter from Fran Florence.

MOTION:

Councilperson Munn made the motion to deny the request submitted by Mr. Timothy Okal of the REO Development Group, LLC, to have the City Council reconsider its actions of November 25, 2013. The motion was seconded by Councilperson Mills Sojka. Roll call vote showed Councilpersons Hall, Hawkins, Lanting, Munn, and Mills Sojka voted in favor of the motion. Councilpersons Barigar and Talkington voted against the motion. Approved 5 to 2.

Council recess at 6:38 P.M.

Council reconvened at 6:46 P.M.

4. Discussion on Canyon Jump process.

City Manager Rothweiler provided a general outline of the Canyon Jump process.

Over the course of the last week discussions have been made with Beckley Media and ICRIMP. Members of the community have an interest in being engaged in the process.

Captain Barnhart stated that he met with Mr. Simmons and Mr. Beckley on December 9, 2013, to discuss public safety. Discussion was made on private security and the role of the Twin Falls Police Department. Rod Woodruff will be in charge of Beckley Media's security. He provided Beckley Media a FEMA checklist.

Council discussion followed.

- County Emergency Management
- Command Staff/Executive Group
- Air space protection
- Public safety plan for city/county citizens
- Staff time costs
- Compensation for the use of the jump site property
- Improvements to the jump site property

City Attorney Wonderlich stated that the Council may direct staff to require Beckley Media pay for staff time.

City Manager Rothweiler stated that at the December 16, 2013, Council meeting, financial compensation will be discussed. At the December 23, 2013, staff plans to present to the Council a draft agreement with Beckley Media.

Mr. Johnson, attorney for Beckley Media, stated that he met with Captain Barnhart and Chief Pike to share thoughts and ideas. He met with Jerome County Commissioners, a representative of the Jerome County Sheriff's Department, members of the Fish and Game Local Office, and Department of Lands.

- Size of the event

Mayor Lanting referred to a letter that was sent to the City Council from J. Francis Florence dated December 9, 2013. The letter refers to a quote by Ed Beckley on an event in Cheyenne, Wyoming, as, "Red Neck Nationals', It's wreckin', raci' and wrasslin." Mayor Lanting addressed Mr. Beckley and stated that this is not the City's brand.

MINUTES

December 9, 2013

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Ed Beckley stated that this quote was for an event in Casper, Wyoming. He stated that this quote has nothing to do with the jump. He plans to have an evangelist perform and a base jumper. He stated for the record that he has the lease for two years and may want to do the event again next year.

- Mobile emergency tents
- Wild land fire

Ed Beckley stated that at the Department of Lands meeting, it was their goal not to bind up the public roads. The plan is to bus the public to the watch area location.

Chief Pike stated that the meeting with Beckley was preliminary with no definitive plans. He has received a number of special event applications for events taking place during the jump and may ask the Council to be mindful that there will be a limit to what the City of Twin Falls is capable of providing for that week.

Discussion followed.

- Compensation of staff time
- Tracking billable hours
- Compensation through a permit fee
- Coordination of Special Events
- Yearly Special Events: Perrine Bridge Festival and Optimist Wings & Things

MOTION:

Councilperson Talkington made the motion that no special events be authorized utilizing the City's resources closer than ten days to the event. Failed due to a lack of a second.

Discussion followed.

- Date of the event

Ed Beckley stated the event may be held on either September 7 or September 8, 2014.

Chief Pike stated that he feels comfortable holding Special Event Applications and ultimately bringing them back to the Council.

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

City Manager Rothweiler recommended to the Council to allow public comment on 4. Discussion on Canyon Jump process.

Cheryl Wheeler, Twin Falls, spoke against the Council's decision of choosing Ed Beckley.

City Manager Rothweiler stated that compensation regarding the canyon jump will continue on December 16, 2013. Community input may be sent to: jump@tfid.org.

On December 19, 2013, at 3:30 p.m. a City Council meeting will be held with the members of the local Idaho Legislative Delegation to discuss possible upcoming issues of the 2014 Legislative Session.

City Manager Rothweiler reported on the Wastewater Treatment Plant Bonding project. He stated that accessing the Idaho Bond Bank allows the City to use the State's credit rating. The State credit rating could enhance the City's credit by 100 basis points on a potential \$38 million bond issuance over 20 years.

Councilperson Talkington stated that he would like Council's input on prohibiting e-cigarette smoking in public places or where cigarette smoking is prohibited.

Councilpersons Hall, Munn, and Lanting stated that they would like to have the issue heard as an agenda item at a future Council meeting.

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:

V. PUBLIC HEARINGS:

V. ADJOURNMENT: The meeting adjourned at 8:01 P.M.

Cc: <trothweiler@tfid.org>

Subject: Council meeting Dec. 9, 2013

To: Twin Falls City Council Members

For: Consideration prior to the City Council Meeting Dec. 9, 2013

"Get a load of this: We'll have mud bog racing, a demolition derby and professional wrestling, including women and midgets, all going on at once," he said. "I call it the 'Red Neck Nationals.' It's wreckin', racin' and wrasslin'." This is not a punch line taken from a fictional movie about an event in small town America in the 1970's. This is quote from Big Ed Buckley describing his planned event in Cheyenne Wyoming less than a month ago. The quote comes from an interview that was published, with obvious amusement, by the Boise Weekly a few weeks back. Unbelievably, Big Ed is now the number one candidate to re-enact an event that for much of the last 40 years has defined Twin Falls to those who aren't familiar with our city.

As the promoter of events that are self-described as "Red Neck" and with the back woods persona that Big Ed projects he will do significant damage to our City's image if allowed to represent us to the world.

Over the last several decades our City leaders, present City Council included, have shown vision and fortitude culminating in significant achievements to the benefit of our community. Twin Falls has grown as the economic hub of southern Idaho and northern Nevada. We have evolved as a leader in high tech food production and manufacturing. Our success in maintaining and attracting innovative food processing companies is unmatched. We have an extraordinary community college, first class medical facility and a burgeoning culture that includes a vibrant embrace of family, active lifestyle and a pride of where we have been but more importantly where we are going. Consequently our community has made great strides in becoming more appealing to the young and educated which is essential to the continuance of our growth.

Big Ed and his image are totally at odds with the progress we have made. Big Ed in the 70's?... maybe. Big Ed in 2014?...a major setback.

The Council did not create the dynamics that have forced a decision to eliminate more qualified applicants from the process. The lack of foresight of the State Land Board not to mention the media pressure and implied questions of personal integrity contribute to we are where we are today. But it is clear that a certain majority of the council are uncomfortable with Big Ed.

During the Council meeting of November 25, the struggle to work through the process was evident. There was the obvious concern of litigation if Big Ed wasn't

chosen. There were discussions about what is "fair". There were discussions about allowing if not encouraging multiple jumps. There were motions and amended motions that failed and passed and after nearly four hours of deliberations the Council, somewhat exhausted, ended up deciding to forego clearly defining the criteria for qualifications and move into exclusive negotiations with Big Ed. I believe that if given a second chance the Council would come up with a different approach.

I respectfully suggest that the Council give themselves and our community a second chance. It is not unprecedented to reconsider the November 25, decision. Previous Councils have done so. The threat of litigation although important should not be the driving criteria in decisions that have a significant long term effect on our community. I encourage you to continue to look at the big picture and lead as you have in the past with confidence and vision for the future. Clearly define what is important to our community. Reopen the process and make the decision based upon the qualified applicant that shares your vision.

Respectfully,

J. Francis Florence

Cheryl Wheeler
3236 Willow Circle
Twin Falls, ID 83301
December 5, 2013

Travis Rothweiler
City Manager
Twin Falls, ID 83301

Dear Mr Rothweiler:

Please accept this petition as part of the public record for Monday's City Council meeting.

Thank you,

Cheryl Wheeler

Petition to the Twin Falls City Council:

Reconsider Beckley Jump Decision

We are supporters of Miles Daisher and we want Twin Falls City Council to re-open its discussions on the choice of partners for a possible Snake River Canyon jump because we don't think the Council looked closely enough ... or long enough ... at all aspects of the event. As a result, the Council may have arrived at a conclusion that is not in the best interests of our City and our neighborhoods

In discussing the issue again, the Council should give more weight to factors like local participation and talent, urban event experience, sponsor sales, national promotion, knowledge of TV producing, property use and reclamation, and so on.

We also want the Council to look more closely at the issue of Twin Falls' brand. Specifically, Council should talk about what audience (visitors) each applicant expects to attract to our neighborhoods and how each applicant stands up against the family values image we want for our City.

As residents of Twin Falls, we want to avoid a repeat of the Knievel spectacle and ensure a successful City event from the onset. We think a more thorough review of applicant qualifications is needed now. The first step would be for the Twin Falls City Council to grant our petition and reconsider its previous selection of Beckley Media.

Sincerely,

Cheryl Wheeler



3236 Willow Circle
Twin Falls ID 83301

cwheeler18@gmx.com

Recipient: Twin Falls City Council

Letter: Greetings,

Reconsider Beckley Jump Decision

Twin Falls City Council: Reconsider Beckley Jump Decision

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Name	address	email	comments
Kirk Peterson	1254 Kanaka Rapids Rd. Buhl	snakeriveridaho33@gmail.com	
John B. Gray	832 Canyon Rim Rd	jbggray@cablone.net	
Theresa L. McKinley	328 7th Ave N	T.F.mactw@q.com	
Jane Lutz	3077 Trencher Est	JLutz@trencher.com	
John Lutz	472 S 200th	johnlutz@trencher.com	
John Gray	832 Canyon Rim Rd	jbggray@cablone.net	
John Watkins	4338 N Canyon Blvd	mlwatkins@cablone.net	
John Watkins			
Wesley Weston	488 Mountain St N At FA	WestonAW@gmail.com	
Jacqui Smith	3007 Canyon Ave W		
Cathy E. Lewis	809 Rimview Lane		
Whitney Hopkins	3445 Harvest Moon Dr	whittylayne@hotmail.com	
Renal Folkman	743 Rimview Dr.	r.folkman@live.com	
Marcia Jensen	2229 Crest Ave	mjensen@cablone.net	
Terica Clark	217 Juniper St N	TericaLynn15@hotmail.com	
Jessica Sessions	519 Crawford Cir	Twin Falls, ID - Sessions, Michael.com	
Nicole Ward	3547 E. 313th N.	nicole-ward01@yahoo.com	
Steph Andersen	2341 Bowlin Ln	zumbar501@hotmail.com	
Mike Pencher	2146 Filer Ave E	zumbarwithmike@hotmail.com	
Camie Peterson	1254 Kanaka Rapids Rd. Buhl ID	snakeriveridaho44@gmail.com	
Andrea Ottersberg	948 Mtn. View Dr.	ottersberg@q.com	
Sara Hoggan	3800 Forest St	Sara.hoggan@tncouncil.com	
Clara Lutz	3251 N 4475 E Mustang Ln	clalutz@ktis.net	
Donna Lutz	Box 2470 Ketchikan	donniche.lutz@yahoo.com	
Ryan Barbour	911 R. 2000	ryanbarbour@tncouncil.com	
Natalie Steele	446 Pierce St	Twin Falls ID natalie.steele@hotmail.com	

Twin Falls City Council: Reconsider Beckley Jump Decision

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Name/signature address email comments

Krista Buschhorn 1855 E 1200 S Hazelton ⁸³³³⁵ kristab@gmail.com
 Janet Vermilyea 416 Park Terrace Dr. jbverm@msn.com
 Amy Benion 2489 E 3706 N Twin Falls amy@benioncomputer.com
 Arbuck Buckholz _____ arbuckholz@6@hotmail.com
 Julius Gilly 1577 DAWN ST gillyjulius@yahoo.com
 Paatty Hillbill 3576 N 3400 E Kimberly Paatty3576@msn.com
 Kathy Fisher 1346 Leonard T.F. fisherwife@hotmail.com
 Maylie Senger 1353 Valencia St TF ksenger@gmail.com
 Cachael Simson 405 Noble St T.F. cachaelsimson@hotmail.com
 Debra Anderson 2748 Longbow Dr T.F.
 Valerie Wilson 727 Mae Dr TF

*To be transferred electronically, you will receive an email confirmation

Twin Falls City Council: Reconsider Beckley Jump Decision

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Name/s. signature	address	email	comments
Carolyn Brock			
Carolyn Brock	T.F.	dauidandCarolyn@cablone.net	
Melinda	TF	mimenda@hotmail.com	
Beamus	T.F.	sbeamer98@yahoo.com	
William Beuiste	TF	wbeuiste@gmail.com	
Travis Beuiste	622-441 FURIE BLVD	netty_j@hotmail.com	
Kimberly Beuiste	402 FURIE BLVD	gibbeuiste@cablone.net	
Kim Nelson	331 Buckingham Dr. TF	knelson@cablone.net	
Barbara Senauer	450 Palatine Rd #107 T Falls		
Michelle Senauer	3385 Highway Dr. T.F.	michsen@cablone.net	
Mary Senauer	88 Elm St TF	goodolmary@yahoo.com	
Michael Senauer	241 Sunrise Blvd No. #4	brausekh.tn.e@gmail.com	
David Senauer	469 Madison St	centoralk@aol.com	
Carol Hill	516 Grandview Dr. Twin Falls	carhill2292@gmail.com	
Cheryl Hill	610 Elm Dr	cherylhill99@gmail.com	
Jane McLean	T.F.	McLeanja@TFSO.com	
Michelle Hill	411 Alton Dr	hillmich@tfsd.org	
Eric Hill	2957 Yorkville Dr TF	hilleric@tfsd.org	
Marilyn Senauer	945 Clonick St	mturk@tfsd.org	
Suzanne Clifton	322 E 3300 W	twinfallsidmag@tfsd.org	
Kevin Clifton	"	"	netmag@tfsd.org

*To be transferred electronically, you will receive an email confirmation

Signatures

Name	Location	Date
Cheryl Wheeler	Twin Falls, ID, United States	2013-12-04
Carrie Peterson	Buhl, ID, United States	2013-12-04
Laura Wheeler	Twin Falls, ID, United States	2013-12-04
Seth Wheeler	Twin Falls, ID, United States	2013-12-04
Nikki Daisher	twin falls, ID, United States	2013-12-04
Monica Matthews	Twin Falls, ID, United States	2013-12-04
Starla Paulsen	Twin Falls, ID, United States	2013-12-04
Ilse Hylton	Twi n Falls, ID, United States	2013-12-04
Greg Gabica	Twin Falls, ID, United States	2013-12-04
Tal Fletcher	United States	2013-12-04
tonja lee-valdez	Twin falls, ID, United States	2013-12-04
Kathy Price	Twin Falls, ID, United States	2013-12-04
John Krahn	Twin Falls, ID, United States	2013-12-04
Jackson Dille	Twin Falls, ID, United States	2013-12-04
LeAnne SassweCollins	Twin Falls, ID, United States	2013-12-04
Brad Giffin	Wichita, KS, United States	2013-12-04
Miles Daisher	Twin Falls, ID, United States	2013-12-04
Brittany shanahan	TRUCKEE, CA, United States	2013-12-04
Lindsey Caton	Twin Falls, ID, United States	2013-12-04
Libor Janicek	Inglewood, CA, United States	2013-12-04
Mike Wilson	Tahoe City, CA, United States	2013-12-04
Heather Turk	Boise, ID, United States	2013-12-04
Heather Humes	Spokane, WA, United States	2013-12-04
Danielle Hardesty	Kimberly, ID, United States	2013-12-04
Bill Strobel	Twin Falls, ID, United States	2013-12-04
Jennifer Etter	Boise, ID, United States	2013-12-04
Anna Neibling	Kimberly, ID, United States	2013-12-04
Lyndsay Marsh	TWIN FALLS, ID, United States	2013-12-04
Meghan Cecil	Twin Falls, ID, United States	2013-12-04
Jake Lang	Wausau, WI, United States	2013-12-04

Name	Location	Date
Tim Cole	Peachtree City, GA, United States	2013-12-04
Sarah Shields	Hansen, ID, United States	2013-12-04
Dave Hinds	Livermore, CA, United States	2013-12-04
Janice Geist	Twin Falls, ID, United States	2013-12-04
joshua homan	Buhl, ID, United States	2013-12-04
John Paquinfamily	Belvidere, IL, United States	2013-12-04
Scotty Bob	Hollister, CA, United States	2013-12-04
Vicki Fielding	Santa Monica, CA, United States	2013-12-04
G.J. Morrison	Oakland, CA, United States	2013-12-04
Kate Nelson	Boise, ID, United States	2013-12-04
Tim Harrington	Chico, CA, United States	2013-12-04
Clair Marie	Boulder, CO, United States	2013-12-04
Joe Ridler	Chicago, IL, United States	2013-12-04
Bruno de Petriconi	st. petersburg, FL, United States	2013-12-04
Tucker Gott	Asbury, NJ, United States	2013-12-04
Matthias Giraud	Bend, OR, United States	2013-12-04
Michelle Bennett	TWIN FALLS, ID, United States	2013-12-04
Mike Weiner	Park City, UT, United States	2013-12-04
Jeff Schreurs	Spokane, WA, United States	2013-12-04
Bob Simon	Inverness, CA, United States	2013-12-04
Andrew McKean	Squamish, Canada	2013-12-04
Brooks PONTO	Albany, OR, United States	2013-12-04
Todd Crayne	Petaluma, CA, United States	2013-12-04
Craig Swensen	Rupert, ID, United States	2013-12-04
Dan Kaplan	Corte Madera, CA, United States	2013-12-04
Stephen Andrew	Brewster, NY, United States	2013-12-04
Peter Jones	Boise, ID, United States	2013-12-04
Josh Mcintosh	Boise, ID, United States	2013-12-04
mike ellis	concord, CA, United States	2013-12-04
Ryan Milliken	Twin Falls, ID, United States	2013-12-04
Ryan Geer	Kimberly, ID, United States	2013-12-04
Carly Hunzeker	Twin Falls, ID, United States	2013-12-04

Name	Location	Date
Jordi Eau Claire	Denver, CO, United States	2013-12-04
Sean Morey	Lititz, PA, United States	2013-12-04
Jenny Wuthrich	Twin Falls, ID, United States	2013-12-04
Jordan Uhl	Denver, CO, United States	2013-12-04
joey california	twin falls, ID, United States	2013-12-04
Jodie Rencher	Twin Falls, ID, United States	2013-12-05
Jason Sandbo	Bothell, WA, United States	2013-12-05
Joshua Lambus	KAILUA KONA, HI, United States	2013-12-05
cody butikofer	Star, ID, United States	2013-12-05
Christopher Cooper	Killeen, TX, United States	2013-12-05
Lawrence de Laubadere	Santa Monica, CA, United States	2013-12-05
Nicole Bronson	Burley, ID, United States	2013-12-05
Taylor Cole	Portsmouth, RI, United States	2013-12-05
Riccarda Mescola	United States	2013-12-05
yamil hallal	Mexico	2013-12-05
Ali Macdonald	Seattle, WA, United States	2013-12-05
Eduardo Chacon	Santiago, , Chile	2013-12-05
Billy Swan	salt lake, UT, United States	2013-12-05
Megan Waite	Boise, ID, United States	2013-12-05
Terry Peoples	Grand Forks, ND, United States	2013-12-05
Ash Huzenlaub	North Richland Hills, TX, United States	2013-12-05
shelly botch	Twin Falls, ID, United States	2013-12-05
Robert Collins (Psycho Bob)	Ellijay, GA, United States	2013-12-05
Kamuran Bayrasli	New Paltz, NY, United States	2013-12-05
Julie Ellis	Twin Falls, ID, United States	2013-12-05
Benjamin McClure	Ephrata, WA, United States	2013-12-05
Jon Botch	Twin Falls, ID, United States	2013-12-05
Reisa Florence	Twin Falls, ID, United States	2013-12-05
Scott George	Roebuck, SC, United States	2013-12-05
brad slickers	Boise, ID, United States	2013-12-05
Tracy Ervin	Twin Falls, ID, United States	2013-12-05
Veronica Lee Guzik	West Sayville, NY, United States	2013-12-05

Name	Location	Date
Nate Shoemaker	Meridian, ID, United States	2013-12-05
Katie Peterson	Hartland, WI, United States	2013-12-05
Jay Mccahan	None, FL, United States	2013-12-05
Gregory Chater	Ramsey, NJ, United States	2013-12-05
amie Jackson	Nampa, ID, United States	2013-12-05
Jennifer Ostyn	Twin Falls, ID, United States	2013-12-05
Brea Wayment	Kimberly, ID, United States	2013-12-05
Megan Morris	Twin Falls, ID, United States	2013-12-05
tomas juozaitis	palos heights, IL, United States	2013-12-05
Doug Karandy	Duanesburg, NY, United States	2013-12-05
Angela Pudenz	Longmont, CO, United States	2013-12-05
Joseph Freeman	Boise, ID, United States	2013-12-05
Amol Chougule	Singapore	2013-12-05
Franca Iazzetto	Holmen, WI, United States	2013-12-05
Jeffrey Porter	Moscow, ID, United States	2013-12-05
Javier Ortiz	Fairfax, VA, United States	2013-12-05
Nicolas Troncoso Carrere	San Francisco, CA, United States	2013-12-05
Joseph Gommo	Ithaca, NY, United States	2013-12-05
Kermit Leir	Twin Falls, ID, United States	2013-12-05
Jason Childs	Chico, CA, United States	2013-12-05
Matthew Kaye	Winooski, VT, United States	2013-12-05
Bruce Bedell	Bel Air, MD, United States	2013-12-05
Nathaniel Rowland	Yukon, OK, United States	2013-12-05
Zac Majors	Oakland, CA, United States	2013-12-05
Simon Moorby	Berkeley, CA, United States	2013-12-05
Ben Preece	Placerville, CO, United States	2013-12-05
Jamie LaMure	Kimberly, ID, United States	2013-12-05
Sarah Lagano	Kings Beach, CA, United States	2013-12-05
sam rapoza	orange park, FL, United States	2013-12-05
Andy Riggle	Hales Corners, WI, United States	2013-12-05
Meghan Kitley	Meridian, ID, United States	2013-12-05
Tim Mattson	Benicia, CA, United States	2013-12-05

Name	Location	Date
Campbell Ben	, Australia	2013-12-05
Zach Vasnick	Storrs, CT, United States	2013-12-05
Brad Chatellier	New York, NY, United States	2013-12-05
Kyle Mitchell	Santa Maria, CA, United States	2013-12-05
Ian Stolk	Cottonwood Heights, UT, United States	2013-12-05
Joe Onofrio	Louisville, CO, United States	2013-12-05
Mark Lopshire	Twin Falls, CA, United States	2013-12-05
Leslie Jensen	Twin Falls, ID, United States	2013-12-05
Wendy Tegan	Corvallis, OR, United States	2013-12-05
Chris Card	Sandy, UT, United States	2013-12-05
GREG LAUNT	STAUNTON, VA, United States	2013-12-05
Sean Dobbins	Boulder Creek, CA, United States	2013-12-05
Elias Halsell	Twin Falls, ID, United States	2013-12-05
Kurt Rix	south lake tahoe, CA, United States	2013-12-05
Phil Price	Twin Falls, ID, United States	2013-12-05
Shane Glynn	Mountain View, CA, United States	2013-12-05
Jeff. Dawson	Milwaukee, WI, United States	2013-12-05
Brenda Fuchs	Twin Falls, ID, United States	2013-12-05
Stephanie Moore	Twin Falls, ID, United States	2013-12-05
Will Harder	Ketchum, ID, United States	2013-12-05
Sharney Perrow	Naples, FL, United States	2013-12-05
Bryce Wilson	Portola, CA, United States	2013-12-05
Michael Pfau	Hailey, ID, United States	2013-12-05
Chastity DeRoo	Fayetteville, NC, United States	2013-12-05
Janene Giesler	Twin Falls, ID, United States	2013-12-05
Bridgett Crowley	Filer, ID, United States	2013-12-05
John doe	ketchum, ID, United States	2013-12-05
Cody Adams	Elizabethtown, PA, United States	2013-12-05
Gustavo Areias	Brazil	2013-12-05
Claire Jansson	TWIN FALLS, ID, United States	2013-12-05
Vicente Cajiga	Key Biscayne, FL, United States	2013-12-05
Sharrie Hughes	Kimberly, ID, United States	2013-12-05

Name	Location	Date
Amy Vail	Thoe City, CA, United States	2013-12-05
Pamela Dockstader	Twin Falls, ID, United States	2013-12-05
Rex Coleman	Lafayette, CA, United States	2013-12-05
tiffany moilan	Jerome, ID, United States	2013-12-05
David Bennett	South Lake Tahoe, CA, United States	2013-12-05
DENNIS SATTLER	SUN CITY, CA, United States	2013-12-05
Jim MacDonald	Corvallis, OR, United States	2013-12-05
Lauren Paquin	Coronado, CA, United States	2013-12-05
David Ball	Logan, UT, United States	2013-12-05
Jan Waters	Twin Falls, ID, United States	2013-12-05
Markham Gross	Incline Village, NV, United States	2013-12-05
Amanda Eller	Shoshone, ID, United States	2013-12-05
Brent Wiegand	Rocklin, CA, United States	2013-12-05
Michelle Rector	Twin Falls, ID, United States	2013-12-05
Ole Kern	Rohnert Park, CA, United States	2013-12-05
Azuan Taharudin	Kuala Lumpur, Malaysia	2013-12-05
Audra Gabica	Sandpoint, ID, United States	2013-12-05
Justin Tully	Fitchburg, MA, United States	2013-12-05
Nicholas Nizzoli	Boise, ID, United States	2013-12-05
cale swiger	Hendersonville, TN, United States	2013-12-05
Jhonathan Florez	Sacramento, CA, United States	2013-12-05
James Boole	, Italy	2013-12-05
Jim Stanley	Alexandria, VA, United States	2013-12-05
Marcos Ferro	, Mexico	2013-12-05
Jacquelyne McNulty	Draper, UT, United States	2013-12-05
Diana Cerri	Zurich, Switzerland	2013-12-05
Dorothy Geist	Twin Falls, ID, United States	2013-12-05
Harry Geist	Twin Falls, ID, United States	2013-12-05
Missy Cook	Boise, ID, United States	2013-12-05
Karen Ippolito	Twin Falls, ID, United States	2013-12-05
Nicole Cantrill	Boise, ID, United States	2013-12-05
shaun walters	rugby, United Kingdom	2013-12-05

Name	Location	Date
Jennifer Tingey	Twin Falls, ID, United States	2013-12-05
Linda Williams	Twin Falls, ID, United States	2013-12-05
d e	brklyn, NY, United States	2013-12-05
Steven Park	Norman, OK, United States	2013-12-05
Nathan Emerick	Twin Falls, ID, United States	2013-12-05
Joanne Smutny	Tiwn Falls, ID, United States	2013-12-05
Katie Hansen	Concord, CA, United States	2013-12-05
Christina Alexander	Kimberly, ID, United States	2013-12-05
Kathryn Oehler	Las Vegas, NV, United States	2013-12-05
Drake Labrador	Denver, CO, United States	2013-12-05
Marsha Neibling	Kimberly, ID, United States	2013-12-05
Forrest Dix	Tampa, FL, United States	2013-12-05
Juan Juarez	Sacramento, CA, United States	2013-12-05
Mike Nugent	New Caney, TX, United States	2013-12-05
Jeff Brundage	Sacramento, CA, United States	2013-12-05
Melissa Keough	Kaukauna, WI, United States	2013-12-05
Tyler Stolzenburg	Anaheim, CA, United States	2013-12-05
Katie Rogerson	Eden, ID, United States	2013-12-05
Charles Brown	Toney, AL, United States	2013-12-05
Brian Tingey	Twin falls, ID, United States	2013-12-05
Christine Bard	Chicago, IL, United States	2013-12-05
Nicole Swafford	Twin Falls, ID, United States	2013-12-05
Simon Guthrie	Wellington, , New Zealand	2013-12-05
Michael Bristol	Tok, AK, United States	2013-12-05
Ronnie Hughan	New Paltz, NY, United States	2013-12-05
mike hodge	Twin Falls, ID, United States	2013-12-05
ryan erickson	puyallup, WA, United States	2013-12-05
Scott McBride	Kirkland, WA, United States	2013-12-05
Holly Dickinson	Twin Falls, ID, United States	2013-12-05
Linda Foreman	Twin Falls, ID, United States	2013-12-05
Jill Gable	Winter Park, FL, United States	2013-12-05
Trevor Tarter	Twin Falls, ID, United States	2013-12-06

Name	Location	Date
Daniel Preucil	Twin Falls, ID, United States	2013-12-06
Magan Hodge	Twin Falls, ID, United States	2013-12-06
Jason Dodunski	Australia	2013-12-06
Scott Handby	, Australia	2013-12-06
Karen Baumert	Twin Falls, ID, United States	2013-12-06
Larry Lemaster	Flatwoods, KY, United States	2013-12-06
Rachel Jensen	Kimberly, ID, United States	2013-12-06
Tiffney Henkelman	Twin Falls, ID, United States	2013-12-06
Veronica Harris	Twin Falls, ID, United States	2013-12-06
Kandy Danos	Jerome, ID, United States	2013-12-06
Bedford Brown	Filer, ID, United States	2013-12-06
Kaylene Loveday	Twin Falls, ID, United States	2013-12-06
Carolyn Brock	Twin Falls, ID, United States	2013-12-06
Ari Cassella	Windham, CT, United States	2013-12-06
May Mendenhall	Twin Falls, ID, United States	2013-12-06
Sandy Beams	Twin Falls, ID, United States	2013-12-06
William Brulotte	Twin Falls, ID, United States	2013-12-06
Jennifer Stokesberry	Twin Falls, ID, United States	2013-12-06
Mehan Ashenbrener	Twin Falls, ID, United States	2013-12-06
Cynthia Torelli	St. Petersburg, FL, United States	2013-12-06
Kierstan Warden	Salem, IL, United States	2013-12-06
Whitney Brower	Twin Falls, ID, United States	2013-12-06
Candee Howe	Twin Falls, ID, United States	2013-12-06
Annette Brown	Filer, ID, United States	2013-12-06
Carol Hill	Twin Falls, ID, United States	2013-12-06
Chelsea Kelly	Kimberly, ID, United States	2013-12-06
Jane Mclean	Twin Falls, ID, United States	2013-12-06
Michelle Hammond	Twin Falls, ID, United States	2013-12-06
Erica Lickely	Twin Falls, ID, United States	2013-12-06
Mandy Stockham	Gooding, ID, United States	2013-12-06
Gerrard Sean morey...ster..in ster...in	racine, WI, United States	2013-12-06

Name	Location	Date
Cheryl Stone	North Port, FL, United States	2013-12-06
Kevin Clinton	Twin Falls, ID, United States	2013-12-06
yoder morey	racine, WI, United States	2013-12-06
roxanne allgeier	el dorado, CA, United States	2013-12-06
Denise Hart	Twin falls, ID, United States	2013-12-06
Austin Patton	Tahlequah, OK, United States	2013-12-06
Bryce Tolman	Austin, TX, United States	2013-12-06
Tana Schroeder	Twin Falls, ID, United States	2013-12-06
Stacy Johns	Twin Falls, ID, United States	2013-12-06
Darlene Annen	Filer, ID, United States	2013-12-06
Kirk Peterson	Buhl, ID, United States	2013-12-06
John Gray	Twin Falls, ID, United States	2013-12-06
Amy Jones	Kimberly, ID, United States	2013-12-06
Theresa McKinley	Twin Falls, ID, United States	2013-12-06
Jann Lobb	Twin Falls, ID, United States	2013-12-06
Ellen Gray	Twin Falls, ID, United States	2013-12-06
Westen Waltsen	Twin Falls, ID, United States	2013-12-06
Whitney Hopkins	Twin Falls, ID, United States	2013-12-06
Renae Folkman	Twin Falls, ID, United States	2013-12-06
Marcia Jensen	Twin Falls, ID, United States	2013-12-06
Nicole Ward	Twin Falls, ID, United States	2013-12-06
Steph Anderson	Twin Falls, ID, United States	2013-12-06
Miron Rencher	Twin Falls, ID, United States	2013-12-06
Andrea Ottersberg	Twin Falls, ID, United States	2013-12-06
Sara Hoggarth	Twin Falls, ID, United States	2013-12-06
Cindy Kilpack	Murtaugh, ID, United States	2013-12-06
mike hill	twin falls, ID, United States	2013-12-06
Theresa Gabica	Twin Falls, ID, United States	2013-12-06
Natalie Steele	Twin Falls, ID, United States	2013-12-06
Khrista Buschorn	Hazelton, ID, United States	2013-12-06
Janet Vermilyea	Twin Falls, ID, United States	2013-12-06
Pauline Cantu	Twin Falls, ID, United States	2013-12-06

Name	Location	Date
Patty Willie	Kimberly, ID, United States	2013-12-06
Kathy Asher	Twin Falls, ID, United States	2013-12-06
Kaylie Senger	Twin Falls, ID, United States	2013-12-06
Jeff Smith	Klamath Falls, OR, United States	2013-12-06
Rachel Simson	Twin Falls, ID, United States	2013-12-06
Lindsay Collier	Twin Falls, ID, United States	2013-12-06
Deborah May	Hagerman, ID, United States	2013-12-06
Kris Etcheverry	Twin Falls, ID, United States	2013-12-06
Stephanie Rose	Twin Falls, ID, United States	2013-12-06
Denise Lemon	Twin Falls, ID, United States	2013-12-06
Rhonda Gibbons	Twin Falls, ID, United States	2013-12-06
Noni Bosh	Twin Falls, ID, United States	2013-12-06
Christine Mannen	Filer, ID, United States	2013-12-06
Vanessa Darington	Twin Falls, ID, United States	2013-12-06
jason hunzeker	Twin Falls, ID, United States	2013-12-06
Abigail Mendenhall	Twin Falls, ID, United States	2013-12-06
Jonas Marcinko	firth, ID, United States	2013-12-06
Darlin Baker	Sun Valley, ID, United States	2013-12-06
RoseAnna Holliday	Twin Falls, ID, United States	2013-12-06
Scott Jenkins	Twin Falls, ID, United States	2013-12-06
Maria Le	Boise, ID, United States	2013-12-06
Scott Nolan	, Australia	2013-12-06
Matthew Restuccio	new brunswick, NJ, United States	2013-12-06
Aleshia Faulkner	Twin Falls, ID, United States	2013-12-06
Liz Faltischek	Long Island city, NY, United States	2013-12-06
mike swanson	Truckee, CA, United States	2013-12-06
Amy Elkins	Huntington, WV, United States	2013-12-06
James McGovern	Van Nuys, CA, United States	2013-12-06
DeAun Stephens	Kimberly, ID, United States	2013-12-06
Lu Gosar	Twin Falls, ID, United States	2013-12-06
Annika Roner	Tahoe City, CA, United States	2013-12-06
Shawn Wren	Twin Falls, ID, United States	2013-12-06

Name	Location	Date
Rondi Johnson	Kimberly, ID, United States	2013-12-06
Scott Edwards	Boise, ID, United States	2013-12-06
Bill Proft	Bethel, VT, United States	2013-12-07
Jenny Wade	Twin Falls, ID, United States	2013-12-07
ben bernie	montreal, Canada	2013-12-07
Ryan Albrecht	Belle Plaine, MN, United States	2013-12-07
Robertt Jara	St. Paul, MN, United States	2013-12-07
Christopher chasse	filer, ID, United States	2013-12-07
James brenneman	Boise, ID, United States	2013-12-07
John Spina	Elmwood Park, IL, United States	2013-12-07
chris mcdougall	Lauterbrunnen, BE, Switzerland	2013-12-07
Shaunna Coit	Twin Falls, ID, United States	2013-12-07
Kevin Adams	Kimberly, ID, United States	2013-12-07
Emily Xavier	Twin Falls, ID, United States	2013-12-07
MaryAnna Peavey	Twin Falls, ID, United States	2013-12-07
Camille Pool	Twin Falls, ID, United States	2013-12-07
Chris Peterson	Franz Josef Glacier, Wes, New Zealand	2013-12-07
Carolyn McNew	Twin Falls, ID, United States	2013-12-07
Jason Floyd	Santa Barbara, CA, United States	2013-12-07
kenny hill	Santa Barbara, CA, United States	2013-12-07
JD Schmid	Southlake, TX, United States	2013-12-07
neil amonson	salt lake city, UT, United States	2013-12-08
Stephen Eriks	Foley, MO, United States	2013-12-08
Jennifer Preucil	Twin Falls, ID, United States	2013-12-08
Jessica Cook	Kirkland, WA, United States	2013-12-08
Scott Paterson	, Australia	2013-12-09
Kurt Gregory	Atlanta, GA, United States	2013-12-09
Jan Hegewald	Ketchum, ID, United States	2013-12-09
Robert Ordway	Carnelian Bay, CA, United States	2013-12-09
Gina Stonebraker	Twin Falls, ID, United States	2013-12-09
Lora Crider	Twin Falls, ID, United States	2013-12-09
Hollis Collins	Smyrna, TN, United States	2013-12-09

Name	Location	Date
Luanne Horting	Twin Falls, ID, United States	2013-12-09
george ridgik	jamestown, CO, United States	2013-12-09
Dr. James Waller	West Hartford, CT, United States	2013-12-09
Michelle Nees	Twin Falls, ID, United States	2013-12-09
Kenneth McKean	Evanston, IL, United States	2013-12-09
Betsy Florence	Kimberly, ID, United States	2013-12-09
rafa ortiz	Mexico	2013-12-09
Justin Casperson	Twin Falls, ID, United States	2013-12-09
Paul Dupree	Wendell, ID, United States	2013-12-09
Josh Kenyon	Twin Falls, ID, United States	2013-12-09
Pam Rahe	Twin Falls, ID, United States	2013-12-09
Jake Barlow	San Francisco, CA, United States	2013-12-09

Comments

Name	Location	Date	Comment
Seth Wheeler	Twin Falls, ID	2013-12-04	I live next to the blasted ramp and I don't want the out of town schmuck to mess up my neighborhood!
Monica Matthews	Twin Falls, ID	2013-12-04	Miles has contributed much of his time and resources in this community and it would be a shame if he wasn't given this opportunity to fulfill his dream.
tonja lee-valdez	Twin falls, ID	2013-12-04	I feel that Miles would be the best choice for the Twin Falls jump.
LeAnne SassweCollins	Twin Falls, ID	2013-12-04	Miles Daisher is the only person wishing to jump the canyon who cares for Twin Falls.
Miles Daisher	Twin Falls, ID	2013-12-04	I'd like to do this jump.
Libor Janicok	Inglewood, CA	2013-12-04	Miles Diasher comes with years of B.A.S.E jumping experience, very large media following, largest energy drink company behind him him to successfully complete this project.
Mike Wilson	Tahoe City, CA	2013-12-04	Miles is the best in the world at what he does, there is nobody in the world who jumps or flies parachutes like Miles, and I think he's the best candidate to pull it off safely, and he live locally. I don't see why he isn't the right choice.
Heather Schreurs	Clayton, WA	2013-12-04	Miles and Nikki are great, local people who support their community. This jump is important to them and I believe he should have an opportunity to jump.
Tim Cole	Peachtree City, GA	2013-12-04	Love skydiving and on the way to my first base jump. Plus Miles took me as a friend on FB! Not cocky, just a super bad ass!
Dave Hinds	Livermore, CA	2013-12-04	Miles is the only person who should be considered for this jump. He is your local guy!
Joe Ridler	Chicago, IL	2013-12-04	I like that Miles would like to do this jump, and want to see him do so. :) The man lives and breathes Twin Falls and is certainly the most deserving of this opportunity. Please take the time to reconsider your decision. Cheers.
Jeff Schreurs	Spokane, WA	2013-12-04	Miles deserves a chance to jump. He is a local guy who has a landing site. Please give him the chance to make his dreams come true!
Bob Simon	Inverness, CA	2013-12-04	It's the right thing to do and the right person to do it.
Brooks PONTO	Albany, OR	2013-12-04	I'm a life long fan of somebody being able to make the canyon jump sense I was a little boy when last attempted. So with interest I've been following any and all news regarding the next jump. So when hearing how the city made its decision the theat
Todd Crayne	Petaluma, CA	2013-12-04	I have known Miles Daisher for over 20 years and he is the most down to earth (funny right?) selfless person I have ever met! Miles Daisher IS Twin Falls and this jump should be rewarded to a safe, conscientious, person such as Miles who has the best interest of Twin Falls in mind. Thank you for considering my friend Miles Daisher.
Daniel Kaplan	Corte Madera, CA	2013-12-04	Miles is awesome
Peter Jones	Boise, ID	2013-12-04	Having a local legend perform this stunt is way more valuable to Idaho than having some rich Texan over pay to try and do it.
Jordi Eau Claire	Denver, CO	2013-12-04	I had the amazing opportunity to meet Miles, and I must say I support him in all he does! I am a local of Idaho and I believe if anyone is going to do it, it Miles deserves it beyond words!

Name	Location	Date	Comment
Sean Morey	Racine, WI	2013-12-04	Miles is more than qualified for this jump, with years of training in many extreme sports behind his belt. Not only is he qualified for this awesome task, but he is also a local. His experience is also key point for the safety of the jump as well. The friendliest guy in the world should get the jump. He knows what he doing.
Jordan Uhl	Denver, CO	2013-12-04	This is important to me because Miles Dalsler is pushing a sport that gets very little recognition for little self regard. If the man wants to risk his own life for the greater good of the sport, I say let him do it.
joey california	twin falls, ID	2013-12-04	miles is our home town hero! i think ed will screw over the people of twin And he dooes not have the skill to learn to fly a parachute miles is a pro!
Jason Sandbo	Bothell, WA	2013-12-05	I think this would be great for Twin Falls !
Riccarda Mescola	Antioch, CA	2013-12-05	Because the jump needs to stay local, and Miles is the one to do it!
yamil hallal	Mexico	2013-12-05	is good for the sport
Billy Swan	salt lake, UT	2013-12-05	Miles is a red bull athlete and is the only person that should be doing this type of jump! Look at his resume. Highest indoor jump, etc..
Megan Walte	Boise, ID	2013-12-05	If I had the bravery and talent to do what this man dreams, I would not want anyone to clip my wings.
shelly botch	Twin Falls, ID	2013-12-05	Miles is a local and has a commitment to Twin Falls
Robert Collins	Ellijay, GA	2013-12-05	What if Kitty Hawk, NC had forbid the Wright Brothers from flying that ridiculous, crazy and dangerous contraption....the airplane. Think about it.
Benjamin McClure	Ephrata, WA	2013-12-05	because Miles is the best representative for his community and is the nicest guy ever. GO MILES!
Reisa Florence	Twin Falls, ID	2013-12-05	Family Event
brad slickers	Boise, ID	2013-12-05	Twin Falls City Council seems to always get things wrong. Developing the canyon rim into commercial drivel etc.....Miles is the local and the pro, he should represent the city.
Jennifer Ostyn	Twin Falls, ID	2013-12-05	This is important to me because Miles is a resident of Twin Falls, has the best plan, has followed all the rules, and would never threaten to sue our town.
Kermit Leir	Twin Falls, ID	2013-12-05	I want to see this kept local!

Name	Location	Date	Comment
Matthew Kaye	Winooski, VT	2013-12-05	<p>First and foremost, I want to thank the residents and city council members of Twin Falls, ID for their hospitality and overall friendliness toward the BASE jumping community. For years you all have been nothing but supportive of our sport and we can't tell you how grateful we are to you all. Your hotels, local businesses, restaurants, and Law Enforcement have been so hospitable toward us and that has made Twin Falls the place to be for BASE jumping in America.</p> <p>I can fully understand the concern of the city and it's residents regarding this event given it's nature and the it's history (i.e. Evil Knlevel). Miles is by no exaggeration, a huge influence in the community and sport of BASE jumping. He has risen to prominence though his professionalism and candid nature in the sport. Being who he is, he represents the BASE jumping community as a whole and we trust him and his integrity, as well as his sense of professionalism. We are asking that you do the same. You have trusted us with your Perrine Bridge for so many years and for that, we are incredibly grateful. Now, we're asking you to go a step further and authorize this event. We feel the benefits it would bring your community are immeasurable and are well worth such a calculated risk. Thank you again for all your hospitality over the years and we look forward to many more in the years to come!</p> <p>Respectfully,</p> <p>Matthew "Special" Kaye You Scared? Industries BASE crew</p>
JAMie LAMure	Kimberly, ID	2013-12-05	Because Miles has lived in this community for a long time and has supported so many worthwhile causes for our community. He should be given this opportunity.
Wendy Tegan	Corvallis, OR	2013-12-05	I lived there when Evil did the jump and it was pure chaos and it will be with Big Ed! Miles is experienced and he and Nikki have done so much for the city and the community, this is a perfect next step.
GREG LAUNT	STAUNTON, VA	2013-12-05	I think the City of Twin fall should look to see what makes its town unique and significant. Nurture those things encourage professionals like Miles to extend those qualities and realize the legitimacy of what he does. Every bit as legitimate as Hiking, bicycling, horseback riding, or golf.
Sean Dobbins	Santa Cruz, CA	2013-12-05	I am a Skydiver and BASE Jumper, Miles is the man let him jump!
Kurt Rix	south lake tahoe, CA	2013-12-05	Miles stands for all the things that are still good about this country -
Stephanie Moore	Twin Falls, ID	2013-12-05	Y can't we have two jump? I like the idea of having a local jump but also would like to see travelers send there money here in twin.
Bryce Wilson	Portola, CA	2013-12-05	Miles is Local with great love for your and his families community. The great area of twin falls would better benefit from a stand up community minded and involved person such Miles.
Gustavo Areias	Brazil	2013-12-05	Miles is way more hardcore and safe at the same time then the Evil Knievel!!!
Claire Jansson	TWIN FALLS, ID	2013-12-05	keep it local
Amy Vail	Thoe City, CA	2013-12-05	Miles Is one of the most competent and qualified jumpers in the world. He has <i>the background and experience to safely pull this off.</i>
David Bennett	South Lake Tahoe, CA	2013-12-05	Miles Dashier is the ultimate professional in this realm of athletics. His calculated approach and high visbility sponsorship make this an outstanding publicity and ancillary revenue generating event for the City of Twin Lakes. And ... I really just want to see it happen. Please reconsider the Beckley Jump decision.

Name	Location	Date	Comment
Jim MacDonald	Corvallis, OR	2013-12-05	Because I believe the Twin Falls City Council acted erroneously without full consideration. They must reopen their discussion in order to give the citizens of Twin Falls the best choice for the jump not choosing based on being threatened.
Markham Gross	Incline Village, NV	2013-12-05	Miles is the most mentally and physically prepared human for this task. He is an extremely competent world class athlete and an absolute professional. I've known Miles for many years. The dreams are big, but safety and planning are always at the core. This is a big event for both the local community of Twin Falls, and the world. Lessons: dream big, plan, build skills, execute. Life!
Audra Gabica	Sandpoint, ID	2013-12-05	Because Idaho is my home state, TF is my home town, and Miles is a great man who deserves this jump!
Justin Tully	Fitchburg, MA	2013-12-05	Because Twin Falls deserves the best...not just a high bidder. There is none more capable than Miles Daisher.
Jacquelyne McNulty	Draper, UT	2013-12-05	Miles Daisher is a more than qualified professional for this jump and would be pleased to see this happen for Idaho. Jacquelyne McNulty
Dorothy Geist	Twin Falls, ID	2013-12-05	The decision should be made on what is best for our community.
Harry Geist	Twin Falls, ID	2013-12-05	The decision should be made using criteria that is best for Twin Falls.
Missy Cook	Boise, ID	2013-12-05	Because Miles is the best person for this and it only makes perfect sense!
Karen Ippolito	Twin Falls, ID	2013-12-05	The decision should be made based on what is best for our community.
Jennifer Tingey	Twin Falls, ID	2013-12-05	Miles is the best for the job!
Linda Williams	Twin Falls, ID	2013-12-05	We have a local guy here with the skills - lets keep this a home town event!
Steve Park	Oklahoma City, OK	2013-12-05	Miles has thousands of skydives and over three thousand BASE jumps. There are very very few in the world as qualified as him to make this jump.
Joanne Smutny	Twin Falls, ID	2013-12-05	Miles Daisher is a friend with solid family values. He is one of us.
Katie Hansen	Concord, CA	2013-12-05	Miles Daisher is a pillar of the BASE community, of the Twin Falls community, and a positive role model. He is the best representative of multiple populations to represent for this stunt.
Forrest Dix	Tampa, French Southern Territories	2013-12-05	Miles Daisher is the most experienced BASE jumper in the world and a great guy. He's worth listening to.
Brian Tingey	Twin falls, ID	2013-12-05	A local resident of magic valley should get the first chance at the jump.
Christine Bard	Chicago, IL	2013-12-05	Miles and REO team were MEANT to do this jump!
mlke hodge	Twin Falls, ID	2013-12-05	Miles Daisher is an absolute local hero to our children and adults alike. His local knowledge and enthusiasm makes him the best representative for this event, by far. please reconsider.
Scott McBride	Kirkland, WA	2013-12-05	This is a major stunt that requires expertise in many areas. There is no one more experienced in this Situation than Miles Daisher.

Name	Location	Date	Comment
Jill Gable	Winter Park, FL	2013-12-05	Miles is an outstanding role model, father, husband, athlete, and all-around incredible human being. His love for life and adventure is unparalleled. And Miles wants to continue in all of those roles, and he would not risk jeopardizing his existence to try something that he was not ready for. If Miles wants to do something, this means he has examined and considered it from every angle. He understands loss and he also understands achievement. Miles has made history-making jumps all over the globe. He appreciates community and as one of you, he wants to make history here in his hometown. Have you met Miles? Have you talked with him? He is one of the most inspirational souls I have ever met. Take a leap of faith in Miles and let him jump!
Jill Gable	Winter Park, FL	2013-12-05	Miles is an outstanding role model, father, husband, athlete, and all-around Incredible human being. His love for life and adventure is unparalleled. And Miles wants to continue in all of those roles, and he would not risk jeopardizing his existence to try something that he was not ready for. If Miles wants to do something, this means he has examined and considered it from every angle. He understands loss and he also understands achievement. Miles has made history-making jumps all over the globe. He appreciates community and as one of you, he wants to make history here in his hometown. Have you met Miles? Have you talked with him? He is one of the most inspirational souls I have ever met. Take a leap of faith in Miles and let him jump!
Larry Lemaster	Flatwoods, KY	2013-12-06	I travel to twin falls once or twice a year. It would be great to have someone I know do this jump. Miles is a great representative of twin falls.
Annette Brown	Filer, ID	2013-12-06	I want this opportunity to be given to a local man. I want this opportunity to be given to someone who cares about our community and does his part to make it better. I want this opportunity to be given to someone who does not come in and bully the Council to get his way. I want someone who has a history of safety and success. I want Miles Daisher to make the jump and I want to know how the decision was made to not choose him in the first place.
Gerrard Sean morey...ster..In ster...In	racine, WI	2013-12-06	Complete BADASS! This should only be done by someone with years of training and utter absolute mastery of anything to do with air sports. To be more specice, make the intelligent desisers...;) mastery of grammer right there oh yea!!!
yoder morey	racine, WI	2013-12-06	im wth gerrard on that...
Denise Hart	Twin falls, ID	2013-12-06	I think we should support a Twin Falls resident.
mike hill	twin falls, ID	2013-12-06	I love motorsports, and would like to see miles make the jump. with the actions of the beckley group this sould be a no brainer !
Abigail Mendenhall	Twin Falls, ID	2013-12-06	Miles and his family have always been Involved members of the Twin Falls community and he deserves the opportunity to make the jump!
Maria Le	Boise, ID	2013-12-06	I only recently moved to Boise from Twin Falls. I know Miles Daisher and his family personally and there is not a better person and support family for this!
mike swanson	truckee, CA	2013-12-06	miles is local and he has the most experience to pull this off safely
Rondi Johnson	Kimberly, ID	2013-12-06	Support Local heroes!
Scott Edwards	Boise, ID	2013-12-06	Lets make history... Go Miles...
Bill Proft	Bethel, VT	2013-12-07	Support Miles! It's the right thing to do!!
Robert Jara	St. Paul, MN	2013-12-07	Miles is an exceptional Action Sport Icon following in the footsteps of Shane McConkey, Travis Pastrana and more. The positive publicity he can provlde and the media power of Red Bull and others will ensure a huge public response and enormous visibility for the city of Twin Falls and its future tourism revenue.

Name	Location	Date	Comment
chris mcdougall	bulli, Australia	2013-12-07	Because Miles is the new evil knevil and deserves to fly over the canyon! he is an amazing guy and a great representative for Twin falls and the the whole world for that matter!
Courtney Peterson	College Park, MD	2013-12-07	<i>If anyone is the man for the job, its Miles! Everything about this jump makes so much sense. It is his destiny. Let him have it!</i>
JD Schmid	Southlake, TX	2013-12-07	Miles is a very inspirational athlete with tons of energy. He goes out of his way to help everyone, and does many good things for the local twin falls community, as well as the worldwide base jumping community. Please reconsider and help miles achleve his dream!
Betsy Florence	Kimberly, ID	2013-12-09	He has Twin Falls/ Magic valley's best interest in his mind and heart
rafa ortiz	Mexico	2013-12-09	because miles is one of the best human beings I know
Josh Kenyon	Twin Falls, ID	2013-12-09	I believe we should have a local resident re-create this jump.

COUNCIL MEMBERS:

SHAWN DON SUZANNE GREGORY JIM REBECCA CHRIS
 BARIGAR HALL HAWKINS LANTING MUNN, JR. MILLS SOJKA TALKINGTON

Vice Mayor

Mayor



MINUTES

Meeting of the Twin Falls City Council
 Monday, December 16, 2013
 City Council Chambers
 305 3rd Avenue East -Twin Falls. Idaho

5:00 P.M.

PLEDGE OF ALLEGIANCE TO THE FLAG
 CONFIRMATION OF QUORUM
 INTRODUCTION OF STAFF
 CONSIDERATION OF THE AMENDMENTS TO THE AGENDA
 PROCLAMATIONS: None

AGENDA ITEMS	Purpose	By:
<p>I. <u>CONSENT CALENDAR:</u></p> <ol style="list-style-type: none"> 1. Consideration of a request to approve the accounts payable for December 10 – 16, 2013, total: \$399,744.36. 2. Consideration of a request to approve the November 18, 2014, City Council Minutes. 3. Consideration of a request to approve the Final Plat of Cedarpark #10 Subdivision. 4. Consideration of a request to pay fees in lieu of park land dedication for the Laurelwood Subdivision #3. 	<p>Action Action Action Action</p>	<p>Sharon Bryan Leila A. Sanchez Mitchel Humble Dennis J. Bowyer</p>
<p>II. <u>ITEMS FOR CONSIDERATION:</u></p> <ol style="list-style-type: none"> 1. Swearing in ceremony for the Twin Falls Police Department's newest Police Officer, Nate Egan. It is requested that Mayor Greg Lanting administer the Oath of Office. Captain Anthony Barnhart will be presenting Officer Dusty Solomon with her POST Advanced Certification. 2. Consideration of a request to approve the purchase of three Honda ST1300P Police Motorcycles. 3. Consideration of a request to authorize the Mayor to sign a Cooperative Agreement with ITD for Americans with Disabilities Act (ADA) Curb Ramp Program; Key No. 13990, and to adopt a Resolution confirming this commitment. 4. Presentations from Municipal Powers Outsource Grants (MPOG) Recipients on use of funds received last fiscal year. 5. Consideration of a request to adopt a Resolution of the City Council of the City of Twin Falls creating the Economic Development Ready Team. Consideration of a request to adopt a Resolution of the City Council of the City of Twin Falls creating the Zoning Ordinance Amendment Committee (ZOAC). 6. Discussion on the annual impact fee report from the Development Impact Fee Advisory Committee. 7. Discussion on City issued permits for mobile food concessions and a possible amendment to City Code Title 3, Chapter 18. 8. Discussion on Canyon Jump process. 9. Public input and/or items from the City Manager and City Council. 	<p>Presentation/ Action Presentation Action Presentation Action Discussion Discussion Discussion</p>	<p>Chief Brian Pike Mayor Greg Lanting Capt. Anthony Barnhart Sgt. Ryan Howe Josh Baird Pat Lehmann Travis Rothweiler Mitchel Humble Mitchel Humble City Council</p>
<p>III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u></p>		
<p>IV. <u>PUBLIC HEARINGS:</u> None.</p>		
<p>V. <u>ADJOURNMENT:</u></p>		

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

Present: Shawn Barigar, Don Hall, Suzanne Hawkins, Gregory Lanting, Jim Munn, Jr., Rebecca Mills Sojka, Chris Talkington

Absent: None

Staff Present: City Manager Travis Rothweiler, City Attorney Fritz Wonderlich, Community Development Director Mitchel Humble, Budget Coordinator Patricia Lehmann, Parks & Recreation Director Dennis Bowyer, Chief Finance Officer Lorie Race, Police Chief Brian Pike, Police Captain Anthony Barnhart, Police Sergeant Ryan Howe, Staff Engineer Josh Baird, Deputy City Clerk Leila A. Sanchez.

Mayor Lanting called the meeting to order at 5:00 p.m. He then invited all present, who wished to, to recite the pledge of Allegiance to the Flag. A quorum is present. Mayor Lanting introduced staff.

CONSIDERATION OF THE AMENDMENTS TO THE AGENDA:

City Manager Rothweiler requested the following amendments to the agenda:

Consideration of a request to approve an Alcohol License transfer of ownership for new owner Historic Ballroom, LLC, 205 and 210 Shoshone Street North.

MOTION:

Councilperson Talkington made the motion to amend the agenda as presented. The motion was seconded by Vice Mayor Hall and roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

PROCLAMATIONS: None

AGENDA ITEMS

I. CONSENT CALENDAR:

1. Consideration of a request to approve the accounts payable for December 10 – 16, 2013, total: \$399,744.36. Prepay December 17 – 1155719.34
2. Consideration of a request to approve the November 18, 2014, City Council Minutes.
3. Consideration of a request to approve the Final Plat of Cedarpark #10 Subdivision.
4. Consideration of a request to pay fees in lieu of park land dedication for the Laurelwood Subdivision #3.
5. Consideration of a request to approve an Alcohol License transfer of ownership for new owner Historic Ballroom, LLC, 205 and 210 Shoshone Street North.

MOTION:

Vice Mayor Hall made the motion to approve the Consent Calendar as amended. The motion was seconded by Councilperson Hawkins and roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

II. ITEMS FOR CONSIDERATION:

1. Swearing in ceremony for the Twin Falls Police Department's newest Police Officer, Nate Egan. It is requested that Mayor Greg Lanting administer the Oath of Office.

Chief Pike gave the presentation.

Mayor Lanting and Vice Mayor Hall administered the Oath of Office to Police Officer Nate Egan.

Captain Anthony Barnhart will be presenting Officer Dusty Solomon with her POST Advanced Certification.

Captain Barnhart gave the presentation.

Chief Pike, Mayor Lanting, and Vice Mayor Hall presented Officer Dusty Solomon with her POST Advanced Certification.

2. Consideration of a request to approve the purchase of three Honda ST1300P Police Motorcycles.

Sergeant Howe explained the request.

Staff would like to proceed with the purchase of three 2014 Honda ST 1300 P Police Motorcycles from Adventure Motorsports of Twin Falls and to use the remainder of the approved budget amount to upfit the three motorcycles.

Discussion followed.

-Comparison of Honda, BMW and Harley motorcycles.

MOTION:

Councilperson Talkington made the motion to accept the low bid of \$49,479 for the described equipment bid by Adventure Motorsports. Vice Mayor Hall seconded the motion and roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

3. Consideration of a request to authorize the Mayor to sign a Cooperative Agreement with ITD for Americans with Disabilities Act (ADA) Curb Ramp Program; Key No. 13990, and to adopt a Resolution confirming this commitment.

Staff Engineer Josh Baird explained the request.

The ADA Curb Ramp Program is a state-administered program that provides funding for projects to address pedestrian curb ramps on the state highway system. The goal of the program is to provide safe and easily accessible facilities for pedestrians with disabilities while allowing local jurisdictions flexibility in meeting the required standards.

The City of Twin Falls applied for funds in April 2013 to construct 11 ramps on the state highway system. The City was notified in July 2013 they had been awarded \$60,000, the maximum amount offered per jurisdiction, to construct the 11 ramps. As part of the funding requirements, several City staff attended mandatory construction training in late July 2013.

ITD requires a cooperative agreement to delineate shared responsibilities on their projects. They also require a resolution to confirm the City's acceptance of the agreement.

The Council is asked to authorize the Mayor to sign the final agreement and is asked to adopt the resolution.

Discussion followed.

-Plans to update existing ramps

MOTION:

Councilperson Mills Sojka made the motion to authorize the Mayor to sign a Cooperative Agreement with ITD for Americans with Disabilities Act (ADA) Curb Ramp Program; Key No. 13990, and to adopt Resolution 1913. The motion was seconded by Vice Mayor Hall and roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

4. Presentations from Municipal Powers Outsource Grants (MPOG) Recipients on use of funds received last fiscal year.

Lynn Baird, Trans IV Buses, gave the presentation. A grant of \$25,000 was awarded.

Discussion followed.

City Manager Rothweiler stated that the City of Twin Falls will be applying for 5311 Planning Funds. The City will be applying for a \$40,000 grant to help go through the process to examine the possibilities of creating a fixed route bus system. The City's responsibility is a 10% match, and if successful, would be included in the 2015 budget. The application of interest will be submitted by December 3, 2013. In calendar 2014, if the project is selected, the City will go before the board to accept planning funds.

Discussion followed.

-Qualification based process
-City Partnership with Trans IV

Councilperson Barigar stated that consideration should be made to remove Trans IV from the MPOG process and allocate the funds in the main budget.

Vice Mayor Hall stated that there are councilmembers who are employees of CSI and there may be a conflict of interest if Trans IV is placed in the FY 2015 budget. He asked the City Attorney for guidance on how to proceed.

Kathryn Bausman, Jubilee House, Inc. gave the presentation. A grant of \$2,500 was awarded.

Marcus Marques, The Salvation Army, gave the presentation. A grant of \$5,000 was awarded.

Edie Unland-Schab, Interfaith Volunteer caregivers, gave the presentation. A grant of \$5,000 was awarded.

Carolyn White, Magic Valley Arts Council, gave the presentation. A grant of \$6,150 was awarded.

Council directed staff to begin the MPOG process after the first of the coming year.

Councilperson Talkington stated that consideration should be made to remove the Municipal Band from the MPOG process and place it in the main budget.

City Attorney Wonderlich stated that in the Ethics and Government Law, it is not illegal for the City to contract with Trans IV. Councilmembers Hall and Munn, employees of the College of Idaho, will have to abstain from voting. Councilperson Mills Sojka has a conflict with placing the Municipal Band in the main budget.

5. Consideration of a request to adopt a Resolution of the City Council of the City of Twin Falls creating the Economic Development Ready Team.

Consideration of a request to adopt a Resolution of the City Council of the City of Twin Falls creating the Zoning Ordinance Amendment Committee (ZOAC).

City Manager Rothweiler explained the request.

On December 9, 2013, the members of the Twin Falls City Council and the City Manager reviewed the different work groups that had been informally created that need to be recognized to ensure the City operated in compliance with Resolution 1912. The City Council instructed the City Manager and the City Attorney to construct Resolutions designed to create and transform the informal workgroups into recognized committees. Those committees are the economic development ready team and the Zoning Ordinance Amendment Committee (ZOAC).

Approval requires a simple majority vote of the City Council members present on each Resolution. A separate vote needs to be taken on each proposal.

City Manager Rothweiler explained Resolution No. 1914, a Resolution of the City Council of the City of Twin Falls, Idaho, creating the Economic Development Ready Team.

MOTION:

Vice Mayor Hall made the motion to adopt Resolution 1914. The motion was seconded by Councilperson Mills Sojka.

Discussion followed.

-Membership

City Attorney Wonderlich stated that the Mayor will appoint Councilmembers to the Committee and City Manager Rothweiler will appoint members to the committee. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

City Manager Rothweiler explained Resolution No. 1915, a Resolution of the City Council of the City Council of the City of Twin Falls, creating the Zoning Ordinance Amendment Committee.

-Two Planning & Zoning Commission members serve on the ZOAC.

Councilperson Talkington made the motion to approve Resolution 1915. The motion was seconded by Councilperson Barigar.

Councilperson Mills Sojka stated that on Tuesday, members of the Planning & Zoning Commission expressed interest in participating in or at least observing the ZOAC and because of the Council's resolution only two members will be appointed to the committee. She understood that part of the resolution to mean that any of the other members are welcome to sit in the audience and observe because it is a public meeting, and she doesn't know how we could exclude anyone from a public meeting. She stated that City Attorney Wonderlich gave his input whether that makes it more complicated. She stated her intent with the resolution was to actually open up the conversation to more people rather than to reduce it down to fewer people. She asked for Council input.

City Attorney Wonderlich stated that he spoke with Councilperson Mills Sojka at the Planning & Zoning Commission meeting and his opinion is if you have two members at the meeting and other members observing and participating, it appears to be a Planning & Zoning Commission meeting. The resolution limits the number of members attending meetings.

Councilperson Hawkins stated her concern on December 2, 2013, prior to passing Resolution 1912. At the meeting she stated she wanted to have a more active part of the Economic Development Ready Team. She stated that if any Planning & Zoning Commission

members can attend any of the ZOAC meetings, then anyone of the Council can attend any of the Economic Development Ready Team. If this is the case, the Council is not complying with Resolution 1912.

City Manager Rothweiler stated that if two Councilmembers are appointed to the Economic Development Ready Team and two members of the Council attend the meeting to observe, a quorum of the Council is formed, making the meeting a Council meeting, in which a meeting notice has not been posted. He stated that he and City Attorney Wonderlich have attended several of the advisory committees and spoken with department leaders to discuss Resolution 1912. All Council appointed committees or commissions are subject to the Idaho Open Meeting Laws.

City Attorney Wonderlich stated that the same rules apply to the Planning & Zoning Commission. He stated that if more than four members of the Planning & Zoning Commission attend a ZOAC meeting, this is a meeting of the Planning & Zoning Commission.

Vice Mayor Hall stated that the Council, as elected officials, passed a resolution stating that no more than two persons may serve on any committee. This applies to the City Council and its committees and commissions.

City Manager Rothweiler stated for clarification that Resolution 1912 did not create the number, but that was created by Idaho Code. Anytime there is a quorum of a group in attendance, the Idaho Open Meeting Law will need to be followed.

-Deliberations

City Attorney Wonderlich stated that the definition of deliberations is very broad, in which a commission or a committee member may have to vote on in the future. Failing to notice a meeting, post an agenda, and not taking minutes of a City Council meeting is in violation of the Idaho Open Meeting Law. If a quorum of the City Council is present at a ZOAC meeting, this makes the meeting a Council meeting.

Councilperson Munn recommended that any councilmember who wished to attend a public meeting should contact staff to have staff notify, post an agenda, and take minutes.

Discussion followed.

-Minutes for ZOAC

-Implementation of Resolution 1912

-ZOAC and Economic Development Ready Team are in accordance with the Strategic Plan.

Roll call vote showed Councilpersons Barigar, Hall, Hawkins, Lanting, Munn and Talkington voted in favor of the motion. Councilperson Mills Sojka voted against the motion. Approved 6 to 1.

Recess: Recess at 6:37 p.m.

Reconvened: 7:45 p.m.

6. Discussion on the annual impact fee report from the Development Impact Fee Advisory Committee.

Community Development Director Humble gave the presentation.

State code requires the Development Impact Fee Advisory Committee to "file periodic reports, at least annually, with respect to the capital improvements plan and report to the governmental entity any perceived inequities in implementing the plan or imposing the development impact fees" (67-8205(3)(d)).

No action is necessary for this agenda item. An automatic impact fee increase will occur in January in an amount equal to the change in the MCI from January 2013 to January 2014. That percent change through November 2013 is 1.5%.

Council discussion followed.

City Manager Rothweiler stated that the City may use impact fees to acquire equipment. Mandi Thompson, Grant Writer, has applied for a grant through Homeland Security for a ladder truck.

7. Discussion on City issued permits for mobile food concessions and a possible amendment to City Code Title 3, Chapter 18.

Community Development Director Humble gave the presentation.

Staff recommends that the Council discuss the City's current practices for permitting mobile food vendors and provide direction regarding the need to amend City Code 3-18.

Ms. Rosalie Dingwall stated that she owns commercial property at East Five Points and is renting the property. The renters would like to park their truck at this location and their application has been held up for six months. She spoke in favor of allowing the food truck on her property.

Council discussion followed.

- Regulating food vendors on private property
- South Central Health Department regulations
- Illegal disposal of grease
- City of Boise mobile food concession process
- Fairness to small business owners
- Parking and landscaping
- Protecting public health and safety
- Boise's South Central Health District's regulations
- Definition of a mobile food truck

City Attorney Wonderlich stated that the direction from the Council is to proceed in creating an ordinance amendment to permit and provide regulations for private property mobile food concessions for Council's review.

8. Discussion on Canyon Jump process.

City Manager Rothweiler stated that tonight's meeting is to discuss compensation.

Staff has met with Rod Woodruff, President, CEO, Buffaloe Chip, Twin Falls County Sherriff Tom Carter and Chief Deputy Donny Newman to discuss public safety.

In the agreement staff is recommending to the Council adding a public safety plan and concept, a traffic safety plan and concept to be submitted to the Police Department and approved by the Chief of Police no later than June 1, 2014.

Rod Woodruff stated that the public safety aspect is a work in progress. He stated that he met with Brian Lay with the Department of Lands. Traffic, streets, jump site, and a survey of the property were discussed at the meeting.

Chief Brian Pike gave an update on the meeting discussed.

Discussion followed.

- Representatives of Beckley Media
- 6 months ago a public safety plans was requested from the applicants
- 85% + events to be held on the Northside of the canyon

City Manager Rothweiler stated that staff is seeking direction from the Council in regards to compensation and gave Council the following options, but not limited to: Accept improvements of in lieu funding, additional parking trails around jump site, cash payment, percentage of gross revenues, and receipt of residual sales.

Discussion followed.

- Compensation for staff time
- Compensation for utilizing the jump site
- Road improvements
- Financial compensation similar to the state lease
- Improvements for public access to the site
- Fee to utilize jump site
- Residual income (pros and cons)

Parks & Recreation Director Bowyer discussed the cost of extending the trail and fencing of trail, providing access to the site, paved parking lot, restroom, souvenir shop, and concession stand. He stated he will report back to Council on costs.

Discussion followed.

- Fully functioning park
- Museum
- Royalties earmarked for trails
- Cost for public safety
- Prosecutorial costs

Assistant to the City Manager Williams stated he has not received any emails at the jump@tfd.org website specific to compensation.

Council directed staff to come back to Council with estimates of development costs for the Evel Knievel jump site.

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

Max Newlin stated that he is an informed citizen. Information is available to the citizens of Twin Falls but he does not expect public input until a backhoe is at the site.

City Manager Rothweiler stated that the Idaho Bond Bank has approved the City's bond application.

A City Council meeting will be held on December 19, 2013, to discuss possible upcoming issues of the 2014 Legislative Session.

Vice Mayor Hall stated that on November 25, 2013, consideration of an independent contractor contract with Wonderlich and Wakefield for City Attorney services was discussed. He stated that for the record he would like to make the following clarifications, stating that he and Councilperson Munn contacted County Prosecutor Grant Loebs and asked him for an estimate of the cost to do prosecution for the City. Grant Loebs gave him an estimate of \$194,000. Vice Mayor Hall clarified that he made the statement that \$194,000 is more than what was being paid to Wakefield and Wonderlich law firm for doing both prosecution as well as City Attorney work. The statement is accurate, but he failed to state that the \$194,000 included support staff, a legal secretary type or office manager type of position and the positions would be fully burdened positions. This would involve taxes, insurance, as well as retirement and office supplies. This was Grant Loebs' rough estimate only and was not calculated perfectly.

Mayor Lanting stated that on January 6, 2014, at 4:00 p.m. the Twin Falls City Council will have a guided tour of the City Communications Center (CCC) and will discuss emergency communications operations.

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:

V. PUBLIC HEARINGS: None.

V. ADJOURNMENT: The meeting adjourned at 8:36 p.m.

Leila A. Sanchez
Deputy City Clerk/Recording Secretary



Date: January 6, 2014, City Council Meeting

To: Honorable Mayor and City Council

From: Sharon Bryan, Deputy City Clerk

Request:

Consideration of a request to approve an Alcohol License for Mia's Place LLC., located at 717 Main Avenue West.

Time: Consent Calendar

Background: Approval of Alcohol License.

Budget Impact: N/A

Regulatory Impact: City and State Code Compliance

Conclusion: Staff recommends approval of the application.

Attachments: Alcohol License Application



ALCOHOL LICENSE APPLICATION

BUSINESS NAME Mia's Place LLC STATE LICENSE # 15510
(Please attach a copy of your state license)

DOING BUSINESS AS Mia's Place LLC

BUSINESS ADDRESS 717 main Ave W Twin Falls Id 83301

LEGAL DESCRIPTION OF PLACE OF BUSINESS Bar

Lot 6 Block 96 Subdivision _____

MAILING ADDRESS 717 main Ave W Twin Falls Id 83301

CONTACT PERSON Demetrea Stephens

PHONE # 736-7026
(cell) 420-5831
(Check)

BEER:	<i>Bottled for consumption off the premises only</i>	(\$ 50.00)	_____
	<i>Bottled for consumption on premise</i>	(\$ 150.00)	_____
	<i>Bottled & Draught for consumption on premises</i>	(\$200.00)	<input checked="" type="checkbox"/>
WINE:	<i>Retail Sales for consumption off premises only</i>	(\$200.00)	_____
	<i>Wine by the Drink for consumption on premises only</i>	(\$200.00)	<input checked="" type="checkbox"/>
LIQUOR:	<i>Liquor license & fees cover wine license & fees</i>	(\$562.50)	_____

As provided by the laws of the City of Twin Falls, Idaho for the term ending **June 30, 2010** tendered herewith is the license fee of \$ 400⁰⁰. (Ordinance #2708)

APPLICANT IS AN INDIVIDUAL () PARTNERSHIP (____) CORPORATION (____)

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

NAME: _____ RESIDENCE: _____

NAME: _____ RESIDENCE: _____

NAME: _____ RESIDENCE: _____

IF A CORPORATION OR ASSOCIATION, NAME ALL OFFICERS:

NAME: _____ ADDRESS: _____

TITLE: _____

DATE OF INCORPORATION OR ORGANIZATION _____

PLACE OF INCORPORATION OR ORGANIZATION _____

PRINCIPAL PLACE OF BUSINESS IN IDAHO _____

OWNER OF PREMISES (Please Print) _____

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

(IF A PARTNERSHIP, ALL PARTNERS NEED TO SIGN)

SIGNATURE OF APPLICANT [Signature]

NAME (Please Print) Demetrea Stephens BIRTHDATE: 2/28/1967

RESIDENCE OF APPLICANT 2312E 3280N Twin Falls Id 83301

LENGTH OF RESIDENCE IN IDAHO 28 yrs

SIGNATURE OF APPLICANT _____

NAME (Please Print) _____ BIRTHDATE: _____

RESIDENCE OF APPLICANT _____

LENGTH OF RESIDENCE IN IDAHO _____

SIGNATURE OF APPLICANT _____

NAME (Please Print) _____ BIRTHDATE: _____

RESIDENCE OF APPLICANT _____

LENGTH OF RESIDENCE IN IDAHO _____

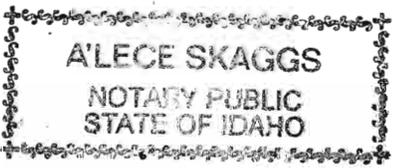
SIGNATURE OF APPLICANT _____

NAME (Please Print) _____ BIRTHDATE: _____

RESIDENCE OF APPLICANT _____

LENGTH OF RESIDENCE IN IDAHO _____

Subscribed and sworn to before me this 23rd day of December, 2013.



[Signature]

Notary Public for Idaho
Residing at: Twin Falls, ID 83301
Notary Expiration Date: July 28, 2017

CITY STAFF USE ONLY:

APPROVALS:

PLANNING AND ZONING: Yes *W* No DATE: 12-30-13

COMMENTS: _____

POLICE DEPT: Yes *SW* No DATE: 12/23/13

COMMENTS: _____

CITY CLERK: Yes No DATE: _____

COMMENTS: _____

Cycle Tracking Number: 69527

State of Idaho

Idaho State Police

Premise Number: 2T-15510

Retail Alcohol Beverage License

License Year: 2014

License Number: 15510

This is to certify, that **Mia's Place LLC**
doing business as: **Mia's Place LLC**

is licensed to sell alcoholic beverages as stated below at: **717 Main Ave. W., Twin Falls, Twin Falls County**

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No	
Beer	Yes	<u>\$50.00</u>
On-premise consumption	Yes	<u>\$0.00</u>
Kegs to go	Yes	<u>\$20.00</u>
Restaurant	No	
Wine by the bottle	No	
Wine by the glass	Yes	<u>\$100.00</u>
Multipurpose arena	No	
TOTAL FEE:		<u>\$170.00</u>


Signature of Licensee, Corporate Officer, LLC Member or Partner

MIA'S PLACE LLC
MIA'S PLACE LLC
717 MAIN AVE. W.
TWIN FALLS, ID 83301
Mailing Address

License Valid: 12/18/2013 - 06/30/2014

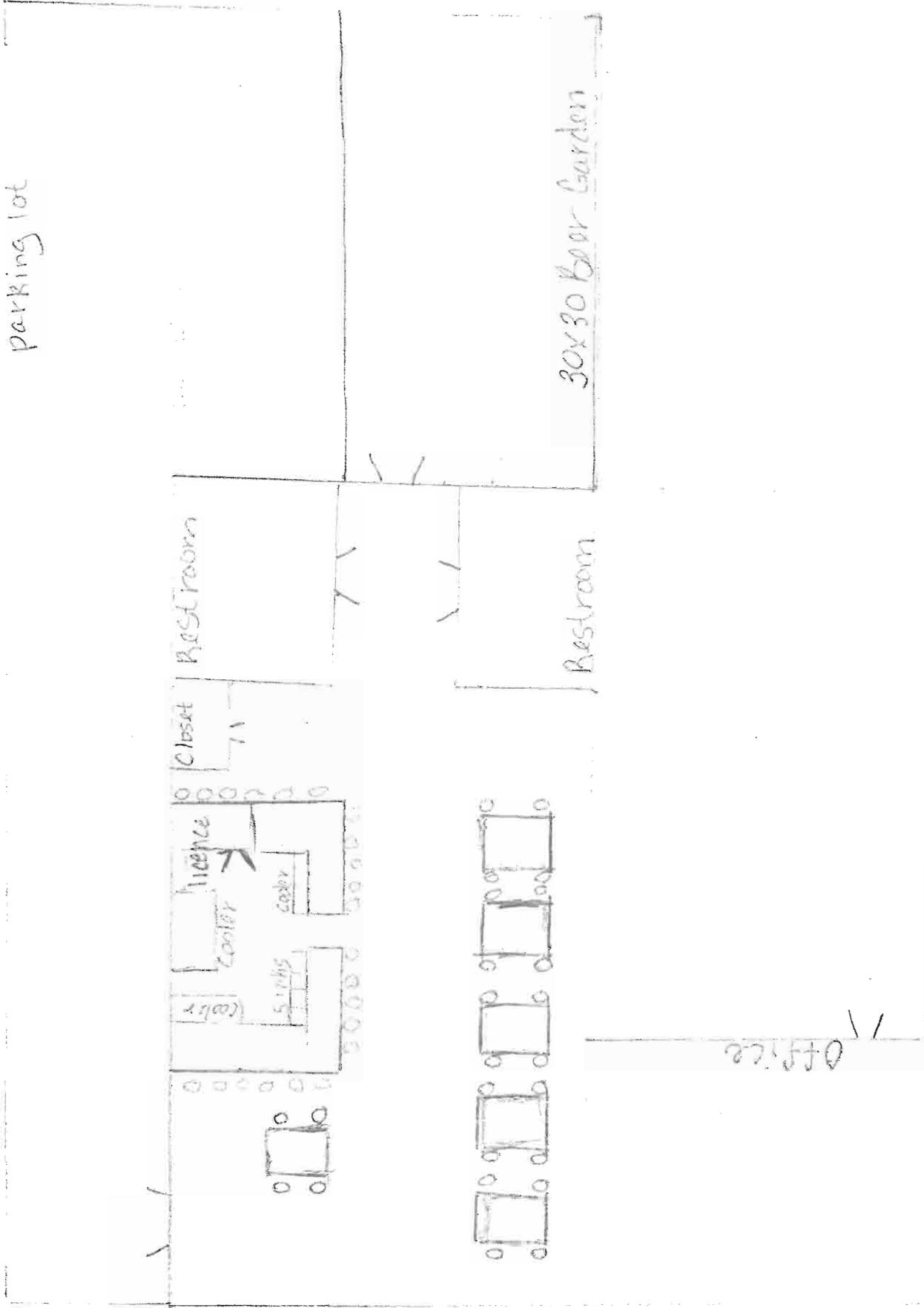
Expires: 06/30/2014



Director of Idaho State Police



parking lot



Basement

12/23/2013
10:13:04

TWIN FALLS COUNTY
INDEX & RECORDING

Receipt No: 253694

Received From: Mia's Place LLC
717 Main Ave. W.
Twin Falls, Idaho 83301

Received on 12/23/2013 In the form of Cash

Received For	Cost Each	Quantity	Cost
BEER LICENSE-DRAUGHT,BOTTLEI	100.00	1	100.00
WINE LICENSE BOTH RETAIL & BY	100.00	1	100.00
		Receipt Amount:	<u>200.00</u>

COPY

Related Instrument/Case No. 2014183

Received by: DWRIGHT
Authorized by:

for: KRISTINA GLASCOCK
County Clerk, Auditor



Retail Alcoholic Beverage License

THIS IS TO CERTIFY THAT Mia's Place LLC

doing business as Mia's Place LLC

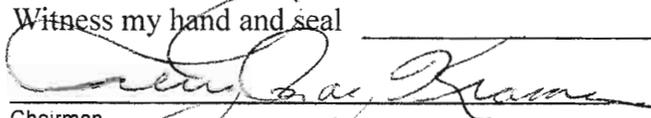
at 717 Main Ave. W., Twin Falls, Idaho 83301

a(n) Corporation, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Twin Falls County Courthouse, Twin Falls, Idaho, dated: 16th day of April, 1973.

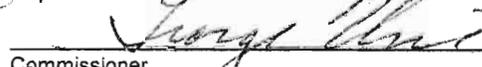
Draught and Bottled or Canned Beer.....	100.00
Bottled or Canned Beer to be consumed on premises.....	
Bottled or Canned Beer not to be consumed on premises.....	
Retail Liquor.....	
Retail Wine.....	
Wine by the Drink.....	100.00
Special Wine (Sunday).....	
TOTAL FEE \$	200.00


Signature of Licensee or Officer of Corporation

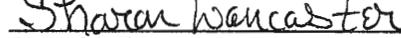
This License is TRANSFERABLE and EXPIRES **July 1, 1:00 a.m., 2014**

Witness my hand and seal _____

Chairman

Vice Chairman


Commissioner


Deputy


Clerk of the Board of County Commissioners

(SEAL)



December 10, 2013

Twin Falls City Council
P.O. Box 1907
Twin Falls, ID. 83303

Dear Mayor Lanting and City Council Members:

The current Board of Trustees of the Twin Falls Public Library request that Chris Vaage, who resides at 715 Greentree Way, Twin Falls, be appointed by the City Council to serve as a Library Trustee for a full-term of office from January 2014 – December 2018.

Mrs. Vaage expresses a strong interest in the Library, as stated in the attached letter, and is prepared to accept the full responsibilities of a working Library Trustee for her term of office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Susan L. Ash", is placed above the typed name.

Susan L. Ash, Director

Friday, November 1, 2013

To Twin Falls Library Board of Trustees:

I would consider it an honor and a privilege to serve as a board member for the Twin Falls Public Library.

Public libraries are one of the cornerstones of a healthy, vibrant community. They represent our democratic ideals by offering the freedom to access information and the freedom to exchange ideas. Libraries help young and old alike develop and maintain lifelong learning skills that are indispensable for an informed citizenship.

Even as a small child, I appreciated the value of a public library. My mother would take all six of her children to visit our hometown Carnegie library on a weekly basis. The sight and smell of all of those books was always thrilling. Whole new worlds were in there waiting to be explored, the journey encouraged by the welcoming smile of the town librarian.

As the publishing industry and media, in general, move from print to electronic delivery of materials, libraries become all the more important. Even today, millions of Americans do not have ready access to a personal computer or the internet and the public library provides these citizens equal opportunity to information. Moreover, the library and trained librarians are not merely the antecedent to "Google" or "Bing". They are in fact a much more informed human interface that teaches one how to search and does not just merely spit out a Boolean list of "hits" based upon a word stream. The internet will always provide an answer, whether such information is vetted or reliable always requires more depth to the research than just Wikipedia.

I have dedicated 30+ years to Higher Education and the pursuit of learning. I have witnessed first-hand how education can transform lives. The modern library needs civic participation to ensure that our community members are afforded every opportunity to basic information in a quiet, friendly place that welcomes everyone.

Respectfully,

Chris Vaage, Director

Idaho State University- Twin Falls

208.933-2301 or 208.736.2101

vaagchri@isu.edu

Home Address:

715 Greentree Way
Twin Falls, ID. 83301



Date: Monday, January 6, 2014 City Council Meeting

To: Honorable Mayor and City Council

From: Travis Rothweiler, City Manager

Request:

Appoint Carleen Herring of Region IV Development Association as the Environmental Review Officer for the Clif Bar Idaho Community Development Block Grant (ICDBG) project

Time Estimate:

2 minutes

Background:

The City will be applying for two ICDBG awards to finance public infrastructure improvements associated with the construction of the new Clif Bar plant in the Jayco Industrial Park. The ICDBG funds bring a number of federal requirements. One condition of this funding is the completion of an environmental assessment of the impact of the public improvements. To complete the environmental review process required for the Idaho Community Development Block Grant program, the City needs to appoint an environmental review officer to oversee the process.

In October 2011, the City formally solicited for ICDBG certified grant administration services covering a three year period, anticipating that the City would be participating in a series of ICDBG projects and applications. At that time, Region IV Development Association was selected to provide grant writing and administrative services.

Approval Process: A simple majority vote of the Council is needed to approve the request.

Budget Impact: There is no significant budget impact associated with this agenda item.

Conclusion: Appoint Carleen Herring of Region IV Development Association as the Environmental Review Officer for the Clif Bar Idaho Community Development Block Grant (ICDBG) project



MONDAY January 6, 2014
To: Honorable Mayor and City Council
From: Mitchel Humble, Community Development Director

Request:

Consider and act on a resolution declaring the City's intent to dispose of real property and setting a date for a public hearing.

Time Estimate:

The staff presentation will take approximately 2 minutes. Time may be needed for discussion.

Background:

At their December 23, 2013 meeting, the Council considered a request from Doris Ryall to acquire the easterly seven feet of Lot 1, Block 1, of the Twin Falls Wilstar Subdivision Amended. That lot contains a retention pond and is owned by the City. Ms. Ryall owns the adjacent lot, Lot 2. The previous owner of Ms. Ryall's lot constructed paving and fencing improvements that encroached seven feet onto the City's lot, but do not impact the retention pond on the lot. At that meeting, the Council directed staff to initiate the process to dispose of excess City property. The first step in that process is to adopt a resolution declaring the City's intent to dispose of real property and setting a date for a public hearing regarding the proposed disposition of property. The City Attorney has prepared a resolution that accomplishes these two purposes. The resolution is attached and ready for adoption. The resolution sets the public hearing date for Monday, January 27, 2014 at 6:00 p.m. in the City Council Chambers located at 305 3rd Avenue East.

Process:

A simple majority vote of the Council is needed to adopt the attached resolution.

Budget Impact:

If the Council adopts the resolution, there will be a minor budget impact for the cost of notice for the public hearing on 1/27/14.

Regulatory Impact:

Adoption of the resolution will declare the City's intent to dispose of real property and set a date for a public hearing.

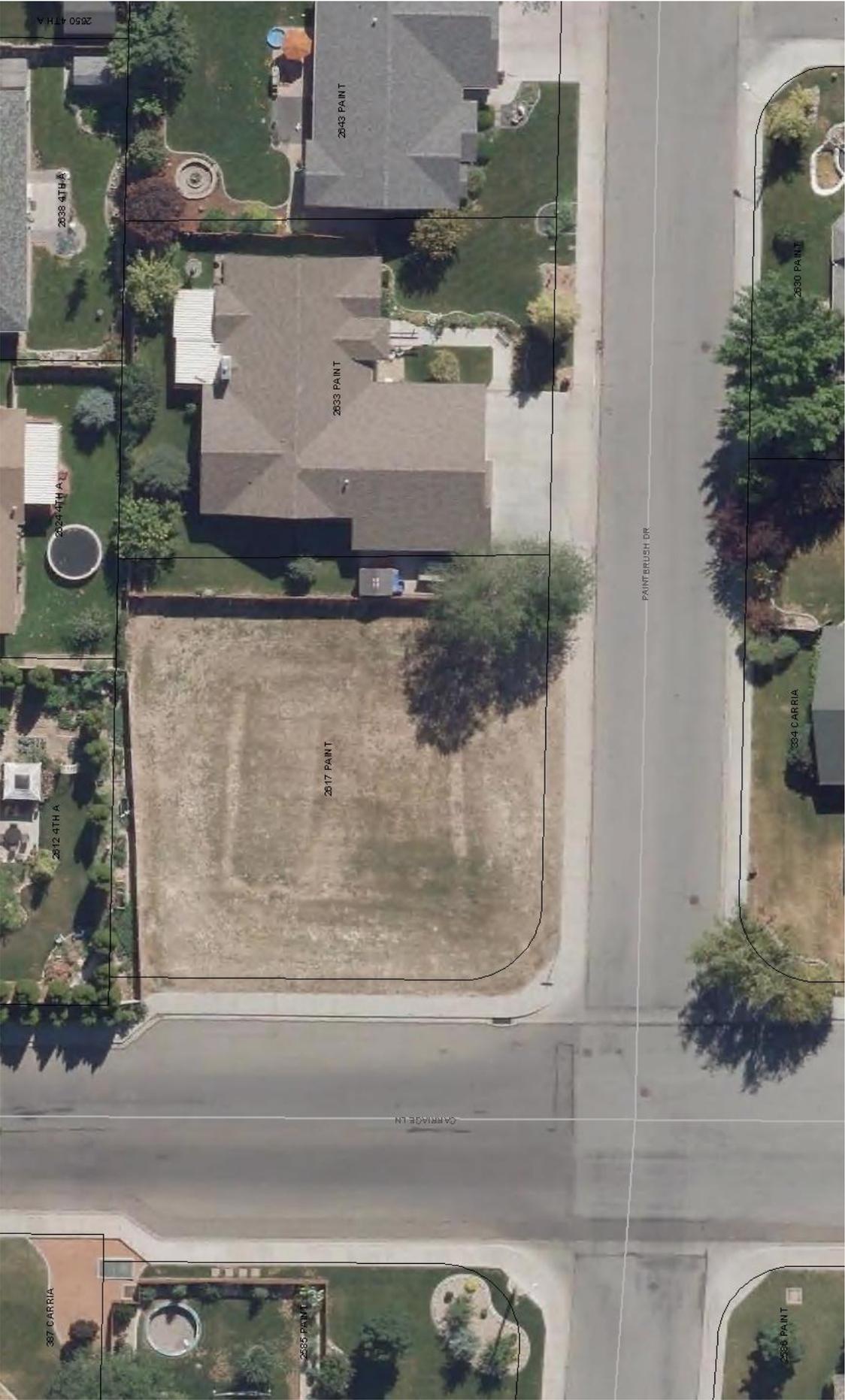
Conclusion:

The resolution has been prepared as directed by the Council on 12/23/13 and is ready for adoption as presented.

Attachments:

1. Property Location Map
2. Aerial Photo of Property
3. Resolution





RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, DECLARING THE INTENTION OF THE CITY TO DISPOSE OF REAL PROPERTY, AND SETTING A DATE FOR A PUBLIC HEARING.

WHEREAS, The City of Twin Falls owns Lot 1, Block 1, of the Twin Falls Wilstar Subdivision Amended, Twin Falls County, Idaho, of which the easterly seven feet (7') which is not being used and is not needed for the City's public purposes; and,

WHEREAS, There exists a permanent encroachment easement servient to the adjoining property to the east (Lot 2, Block 1, of the Twin Falls Wilstar Subdivision Amended) on the entirety of the easterly seven feet (7') of said Lot 1, permitting use of the property for landscaping, parking and fencing;

WHEREAS, The adjoining property owner wishes to acquire the subject property to aid its urban renewal efforts.

WHEREAS, The subject property has no value of to the City.

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

Section 1: That the City of Twin Falls hereby declares its intention to dispose of the easterly seven feet (7') of Lot 1, Block 1, of the Twin Falls Wilstar Subdivision Amended, Twin Falls County, Idaho, to the adjoining property owner.

Section 2: That the City Council will conduct a public hearing on the exchange on Monday, January 27, 2014, at 6:00 PM in Council Chambers, 305 3rd Avenue East, Twin Falls, Idaho.

Section 3: That this Resolution of Intention be published in the Times News at least 14 days before the public hearing date.

PASSED BY THE CITY COUNCIL _____, 2014.
SIGNED BY THE MAYOR _____, 2014.

Mayor

ATTEST:

Deputy City Clerk

PUBLISH:



Date: Monday, January 6, 2014
To: Honorable Mayor and City Council
From: Mitchel Humble, Community Development Director

Request:

Consider and act on a request to adopt an ordinance amending City Code 3-18 regarding City issued permits for mobile food concessions.

Time Estimate:

The staff presentation will take approximately 10 minutes. We expect additional time will be needed to discuss and answer questions.

Background:

City Code 3-18 deals with the City's regulation of mobile food concessions on City property, like a street, sidewalk, or public parking lot. However, there is no provision in the Code for the City Clerk to issue a permit to a mobile food vendor for operation on private property. This topic was discussed by the Council at their 12/16/13 meeting. At that meeting, the Council directed staff to prepare an amendment to City Code 3-18 to allow the issuance of mobile food concession permits for operation on private property. An ordinance has been prepared and is attached for the Council's review and adoption. In preparing the attached ordinance, staff reviewed similar ordinances by various other jurisdictions as well as the South Central Public Health District's requirements for a health permit. The attached ordinance includes the following provisions:

1. The first change adds "food truck" and makes a few other minor changes to the definition of "Motorized Food Concession."
2. The second change is only structural. It combines the provisions of 3-18-7 and 8 with 3-18-2.
3. 3-18-3 has been amended so that it contains the operating conditions for all food concessions on public property. Currently, this section regulates the operation of mobile food concessions on City property. The primary change is in the heading specifying that the section now regulates all food concessions, mobile or not, on public property. The regulations within this section remain the same, with one exception. We have removed an outdated reference and additional fee for a permit in the Business Improvement District.
4. 3-18-4 is proposed to change entirely. This section is proposed to regulate the operation of mobile food concessions on private property. It contains the following operating conditions:
 - a. Mobile concessions may only be located in a commercial or industrial zone.
 - b. Mobile concessions have to obtain a health permit prior to issuance of a City permit. This section also specifies the application and fee requirements for a permit, including a plan for grease collection and disposal, written permission from the property owner, and access to the restrooms in the primary business on the property. Another one of the requirements is that temporary connections to electricity are allowed subject to approval by the City's electrical inspector.
 - c. Mobile concessions can only operate on a property where an existing permanent business is already located.
 - d. Minimum setbacks are provided from things like sidewalks, access drives, and fire hydrants.
 - e. Mobile Concessions cannot occupy parking spaces that are required to meet the parking standards of the permanent use on the lot, unless there is a difference between the hours of operation for both uses.
 - f. Mobile concession cannot have freestanding signs, audio amplification, or temporary utility connections, except electrical as provided above.

- g. Hours of operation for mobile concessions are 7:00 a.m. to 10:00 p.m., the same as all other retail uses.
 - h. Mobile concessions have to have to collect and properly dispose of trash, liquid waste, and grease. Grease shall not be disposed of into the City's sanitary sewer system.
 - i. Except for seating, equipment for mobile concessions needs to be located within three feet of the unit.
 - j. To ensure that mobile concession units are mobile, they must be removed from the site at the end of each day.
5. 3-18-5 is a section that allows the City to enter into concessions agreements for operation at City facilities, such as Shoshone Falls or Sunway Soccer Complex. This section does not need any amendment and is not included at all in the attached ordinance.
 6. 3-18-6 contains one minor correction, the removal of an outdated reference to a City position (Director of Public Safety).

The ordinance has been prepared as outlined. Staff feels that these provisions will allow the operation of mobile food concession units on private property while providing appropriate regulation to mitigate for the potential negative impacts of their operation. We also believe we have been able to address concerns that were mentioned by the Council on 12/16/13, like ensuring that mobile food units do not permanently locate somewhere and never move.

At that meeting, the Council also asked what the South Central Public health District requirements are to obtain a health permit. Attached to this report is a document from the Health District entitled "Steps to Opening a Mobile Food Establishment." This document is an information packet made available by the Health District that outlines the process and requirements for an applicant to obtain a health permit. Much of their attention is focused on food preparation equipment, but they do ask for some similar information as we have presented in the attached ordinance. The Health District also performs various inspections of the mobile units.

Staff recommends adoption of the attached ordinance as presented.

Approval Process:

Should the Council elect to adopt the ordinance at this meeting, a motion to suspend the rules and place the ordinance on third and final reading by title only will be necessary. That motion requires a supermajority vote to approve. Once on third and final reading, a simple majority vote of the Council is necessary to adopt the ordinance.

Budget Impact:

There is not significant budget impact associated with approval of this request.

Regulatory Impact:

Approval of this request will amend the City Code to allow the operation of mobile food concession units on private property with the regulations described. The City currently has at least three applicants waiting for approval of the request so that they can be issued a permit.

Conclusion:

Staff recommends that the Council adopt the ordinance as presented.

Attachments:

1. Proposed Ordinance No. ____
2. "Steps to Opening a Mobile Food Establishment" by the South Central Public Health District

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING CHAPTER 18 OF TITLE 3 OF THE TWIN FALLS CITY CODE REGULATING MOBILE AND MOTORIZED FOOD CONCESSIONAIRES BY REORGANIZNG THE CHAPTER; BY MAKING TECHNICAL CORRECTIONS; BY INCREASING THE ANNUAL PERMIT FEE TO \$100; AND BY ADDING MORE DETAILED REQUIREMENTS FOR MOBILE AND MOTORIZED FOOD CONCESSIONAIRES OPERATING ON PRIVATE PROPERTY.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF TWIN FALLS, IDAHO:

Section 1: That Twin Falls City Code §3-18-1 is amended as follows:

3-18-1: DEFINITIONS:

The following words shall have the following meanings:

COMMERCIAL ACTIVITY: Commercial displays, commercial enterprises, commercial promotions, arts and crafts displays, exhibits, and other commercial activities with items for sale, including food concessions, all of which may hereafter be referred to as commercial activity.

MOBILE FOOD CONCESSIONS: Stands, carts, or like devices from which food and beverages are sold which are designed to be moved during operation.

MOTORIZED FOOD CONCESSIONS: Motorized vehicles from which food and beverages are sold, including food trucks, trailers ~~houses~~, ~~watercraft~~, and vans.

NON-MOBILE FOOD CONCESSIONS: Temporary stands from which food and beverages are sold that are not designed to be moved during operation.

Section 2: That Twin Falls City Code §3-18-2 is amended as follows:

3-18-2: COMMERCIAL ACTIVITY ON ~~CITY~~ PUBLIC PROPERTY PROHIBITED;
EXCEPTIONS:

No commercial or business activity of any nature, except as specifically allowed herein in this Chapter, shall be carried on or conducted on ~~City-owned~~ public property.

- (A) Commercial displays, promotions, arts and crafts displays, exhibits, commercial activities, or commercial enterprises with or without items for sale are prohibited on City property unless the displays are directly related to a specific event that has met with the approval of the City.
- (B) The display, sale, vending or hawking of food, goods, wares, merchandise or services on the public streets or sidewalks of the City without the consent of the adjoining property owners and without first having obtained the consent of the City Council of the location and method of such activity is prohibited.

Section 3: That Twin Falls City Code §3-18-3 is amended as follows:

3-18-3: MOBILE FOOD CONCESSIONAIRES; PERMIT, APPLICATION, REGULATIONS ON PUBLIC PROPERTY:

Mobile food Food concessionaires may operate on City public property under the following conditions and subject to the following standards:

- (A) The concessionaire must obtain a public health permit prior to issuance of the City permit. All permits shall be issued on a ~~quarterly calendar~~ an annual basis. Application for such permit shall be made on a form supplied by the City Clerk twenty (20) days in advance of the issuance of such permit. The City Clerk shall charge ~~twenty five one hundred~~ one hundred dollars (~~\$25.00-\$100.00~~) for each ~~quarterly~~ annual food concession permit. ~~The City Clerk shall charge an additional ten dollars (\$10.00) for each quarterly food concession permit for concessions operated within the boundaries of the Business Improvement District. Permits shall be renewed by the first business day following the first day of each quarter or the permit shall immediately expire and a new permit shall be required.~~
- (B) Each food concession unit must have attached thereto or to a part thereof a trash and garbage disposal container capable of holding all trash and garbage generated by the operation of the concession. The container shall be emptied periodically as necessary in order to insure, at all times, public access and use of the container. Each concessionaire or his employee shall, at all times, keep their cart and the immediate area (within ten feet (10')) free of litter, grease, and other debris which results from their operation.
- (C) Motorized food concession vehicles (such as trailer houses, vans, etc.) shall be allowed in ~~all~~ public parking lots when there is a specific event at or adjoining the proposed location and the concession is directly related to the event and meets the approval of the event sponsor and City Parks Director.
- (D) Food concessionaires shall not use City utilities or property including but not limited to picnic tables, benches, electrical power, garbage or trash containers, without written permission from the City Parks Director and payment of appropriate fees.
- (E) All ~~mobile~~ food concessions shall contain at least one functional fire extinguisher approved by the Fire Department.
- (F) All food concessionaires shall provide proof of liability insurance in the minimum amount of five hundred thousand dollars (\$500,000.00) and shall agree in writing to hold the City harmless from any injury or damage resulting from the operation of the concession and shall carry workmen's compensation insurance as required under Idaho law.

Section 4: That Twin Falls City Code §3-18-4 is amended as follows:

3-18-4: MOBILE FOOD CONCESSIONAIRES; PERMIT, ISSUANCE:

- (A) ~~The City Clerk shall issue a permit for the operation of a mobile food concession twenty (20) days after the filing with the City Clerk of an application therefor accompanied by payment of the quarterly permit charge and the public health permit as required in Section 3-17-3.~~

- ~~(B) A separate permit shall be required for each month, or portion thereof, of operation and shall be issued by the City Clerk on the applicant again complying with the provisions of this chapter. The twenty (20) day requirement shall not apply to renewal permits.~~
- ~~(C) A separate application and permit shall be required for each individual mobile food concession cart or like device.~~
- ~~(D) Each concession, cart or vehicle shall be permanently numbered, and each City and Health Department permit issued will be correspondingly numbered and apply only to the respectively numbered cart, vehicle, or other mobile concession.~~
- ~~(E) Each City and Health Department permit shall be continuously displayed in a conspicuous place on each mobile food concession stand.~~
- ~~(F) Permits shall be nontransferable and nonassignable.~~

MOBILE AND MOTORIZED FOOD CONCESSIONS ON PRIVATE PROPERTY:

Mobile and motorized food concessionaires may operate on private property under the following conditions and subject to the following standards:

- (A) Food concessionaires on private property shall be an accessory use and are permitted only in the commercial and industrial zones of the City.
- (B) The concessionaire must obtain a public health permit prior to issuance of the City permit. All permits shall be issued on an annual basis. Application for such permit shall be made on a form supplied by the City Clerk twenty (20) days in advance of the issuance of such permit. The City Clerk shall charge one hundred dollars (\$100.00) for each annual food concession permit. The application must include a detailed scale site plan showing all existing structures, utilities, sidewalks, curb cuts, parking spaces, etc., as well as written permission from the property owner to allow the operation of the concession and to allow the concessionaire and their customers access to a commercially plumbed public restroom on-site. All site plans shall be reviewed by the Planning and Zoning Department. Minimum setbacks shall be the same as for buildings. Drive throughs shall not be permitted. Any electrical connections shall be first approved by the City's electrical inspector. The application shall include a detailed description, including copies of contracts, for the disposal of trash, wastewater and grease.
- (C) Food concessionaires shall only be located on lots where an existing, permanent business operates in a building with a Certificate of Occupancy.
- (D) Food concessionaires shall be located a minimum distance of five (5) feet from the edge of any driveway or public sidewalk, utility boxes and vaults, handicapped ramp, building entrances, exits or emergency access/exit ways, or emergency call box and shall not locate within any area of the lot that impedes, endangers, or interferes with pedestrian or vehicular traffic. Food concessionaires shall be located a minimum distance of fifteen (15) feet in all directions of a fire hydrant.
- (E) Food concessionaires and associated seating, if any, shall not occupy parking spaces required to fulfill the minimum requirements of the principal use unless the principal use's hours of operation do not coincide with those of the food concessionaire. Food concessionaires and associated seating, if any, shall not occupy parking spaces which

may be leased to other businesses and uses to fulfill its minimum parking requirements, nor occupy any handicap accessible parking space.

(F) No free-standing signage or audio amplification shall be permitted. Temporary connections to potable water and other utilities (except electrical as provided above) are prohibited.

(G) Hours of operation shall be limited to the hours between 7:00 AM and 10:00 PM.

(H) Food concessionaires shall be responsible for the proper disposal of waste and trash associated with the operation. City trash receptacles shall not be used for this purpose. Food concessionaires shall remove all waste and trash from their approved location at the end of each day or as needed to maintain the health and safety of the public. Food concessionaires shall keep all areas within five (5) feet of the concession and any associated seating area clean of grease, trash, paper, cups or cans associated with the vending operation. No liquid waste or grease may be disposed in tree pits, storm drains or onto the sidewalks, streets, or other public space. Under no circumstances shall grease be released or disposed of in the City's sanitary sewer system.

(I) With the exception of allowable outdoor seating areas, all equipment required for the operation shall be contained within, attached to or within three (3) feet of the retail sales.

(J) The motorized or mobile food concession vehicles, seating, trash cans, and all other items and equipment associated with the food concession shall be removed from the site at the end of each day.

Section 5: That Twin Falls City Code §3-18-6 is amended as follows:

3-18-6: PERMIT; REVOCATION, NOTICE, HEARING:

(A) It is unlawful for any concessionaire or permittee or their agent or employee to operate a concession in an unauthorized location or without a City permit or without a Health Department permit or in violation of Health Department regulations. A violation of any section of this chapter or any other ordinance of the City or statute of the State of Idaho or of the United States may be subject to criminal prosecution and the permit may be revoked and/or any new permit may be denied for a period of up to three (3) years.

(B) Prior to the revocation of any permit or the denial of a permit, application for a permit or renewal thereof, written notice of reasons for such action shall be served on the applicant or permittee in person or by certified mail at the address on the permit application. Revocation shall become final within ten (10) days of service unless the applicant or permittee appeals the action to the City Council. The applicant or permittee shall make his appeal in writing to the City Council within ten (10) days of receipt of the notice.

(C) Should the applicant or permittee request an appeal within such ten (10) day period, the applicant shall be notified in writing by the City Clerk of the time and place of the hearing. Should an emergency exist and ~~the Director of Public Safety certifies that~~ there is an immediate danger to life or health, the permit may be summarily revoked pending the notice and hearing herein provided.

Section 6: That Twin Falls City Code §3-18-7 is deleted.

~~3-18-7: COMMERCIAL ACTIVITY PROHIBITED ON CITY PROPERTY; EXCEPTIONS:~~

- ~~(A) Commercial displays, promotions, arts and crafts displays, exhibits, commercial activities, or commercial enterprises with or without items for sale are prohibited on City property unless the displays are directly related to a specific event that has met with the approval of the City Manager.~~
- ~~(B) The City accepts no responsibility for security of display booths or materials.~~
- ~~(C) The person or entity may be required to provide proof of liability insurance in a minimum amount of five hundred thousand dollars (\$500,000.00), or such lesser amount approved by the City Manager.~~
- ~~(D) The person or organization operating such activity shall enter into an agreement with the City holding the City and its elective and appointive officers, agents and employees harmless from any and all liability for injury to persons or property, including City property.~~

Section 7: That Twin Falls City Code §3-18-8 is deleted.

~~3-18-8: CONSENT REQUIRED FOR COMMERCIAL USE OF STREETS AND SIDEWALKS:~~

~~The display, sale, vending or hawking of food, goods, wares, merchandise or services on the public streets or sidewalks of the City without the consent of the adjoining property owners and without first having obtained the consent of the City Council of the location and method of such activity is prohibited.~~

PASSED BY THE CITY COUNCIL _____, 2014.

SIGNED BY THE MAYOR _____, 2014.

MAYOR

ATTEST:

DEPUTY CITY CLERK

1. Submit Plans for Review

When a new mobile unit is proposed, existing mobile unit is converted, remodeled for use as a food establishment, or there is a change of food operation, plans must be submitted for review and approved **before the start of construction or remodeling**. The plans must include:

- A completed Food Establishment Plan Review and Approval Form and appropriate fee.
- A floor plan showing: walls, doors, windows, fixtures, and equipment layout.
- A plumbing plan with a diagram of: pipes, drains, vents, traps, and fixtures.
- A finish schedule for: wall coverings, ceilings, floors, doors, and light fixtures.
- Specifications on equipment: refrigerators, freezers, dishwashers, sinks, and etc.
- Intended menu

An Environmental Health Specialist (EHS) will review the plans; if satisfactory, approval will be granted with a clearance to proceed with construction or remodel.

2. Meet Code Requirements for Building and Equipment

The food establishment must meet the following minimum standards prior to approval being given for opening:

Floors, walls, and ceilings: Interior surfaces within food preparation, ware washing, food storage, food display, and refuse storage shall be properly designed, installed and maintained. Floors shall be smooth, non-absorbent, easily cleanable and in good repair. Floor coverings shall be durable grades of vinyl tile, plastic tile or tight-fitting wood impregnated with plastic.

Walls and ceilings shall be nonabsorbent, easily cleanable and light-colored. Wall covering materials such as sheet metal, plastic and other similar materials shall be so attached and sealed to the wall as to leave no open spaces or cracks which would permit accumulation of grease or debris or provide harborage for vectors. Walls and ceilings shall be kept in good repair and cleaned as often as necessary to keep them clean. The juncture between walls and floors shall be covered so that no seam will be open more than 1/32 inch.

Dishwashing sinks: For manual ware washing, a three (3) compartment sink shall be provided for washing, rinsing and sanitizing of equipment and utensils. A two (2) compartment sink may be used when items to be cleaned and sanitized are restricted to a few utensils at the end of a shift and single use table ware is being used for serving food. The sink compartments shall be large enough to permit the complete immersion of most equipment and utensils. Hot and cold water shall be supplied for each sink compartment. Drain boards shall be provided which are self-draining.

Food preparation sinks: Establishments that wash vegetables, fruit, pasta, poultry, or fish must have at least one food preparation sink. The sink may be a single-compartment, stainless steel, with wastewater draining to a floor sink. Food prep sinks are not to be utilized for washing hands or utensils. If a ware washing sink is used for food preparation then restrictions stated in **Section 4-501.16 Ware washing Sinks, Use Limitations** must be followed.

Hand washing sinks: Hand washing facilities shall be provided for use in food preparation areas and in toilet rooms. Each sink shall have hot and cold running water provided through a mixing faucet; have a supply of hand-cleaning soap, and disposable paper towels. Hand washing shall not be done in the ware washing or food preparation sink.

Toilets and restrooms: Operators of mobile food units without toilet facilities shall obtain the use of toilet facilities adjacent or convenient to the mobile unit.

Water heaters: Must be adequately sized and capable of heating to 140°F. A booster hot water heater capable of heating to 180°F is required for hot water sanitation and must be less than 5 feet from the dishwasher.

Food display, refrigeration, hot holding and storage: Convenient and adequate storage, display, and preparation facilities shall be provided for ice, frozen food (0-10°F), cold foods (less than 41°F), and hot foods (greater than 135°F). Storage shelves must be provided to keep all foods and paper products 6 inches off the floor. Protection is required for food from dust, flies, sneezes, flooding, splash, and overhead leakage.

Commercial equipment, (NSF approved or equivalent) is required for refrigeration and hot holding of foods. Home style, domestic refrigerators, and crock-pots are not acceptable.

Food contact surfaces: All work counters and surfaces shall be of non-toxic, food grade (bakeries), durable material (not painted). Cutting boards shall be hard maple or equivalent non-absorbent wood, plastic, or marble (moist food preparation).

Cooking equipment and hoods: Commercial ovens, ranges, grills, fryers, and cookers are required (NSF approved or equivalent); and, if necessary to remove vapors, grease, smoke and heat, there shall be adequately designed ventilation hoods with grease filters, grease cups, and shielded lights in the hoods that are UL approved.

Ventilation: The mobile unit shall have sufficient ventilation to keep it free from excessive heat, steam, grease, vapors, smoke and fumes. Hoods shall be provided with filters which are removable for cleaning and replacement, and they shall be designed to prevent grease or condensate from dripping into food or onto food-contact surfaces. Exhaust hoods shall be maintained clean and in good repair.

Lighting Lighting shall be installed to provide at least 30 foot candles in the mobile Unit., and lights shall be shielded, coated or otherwise shatter-resistant.

Garbage and refuse: Inside containers should be clean, adequate, and convenient; liners should be used. Outside containers shall be adequately sized, leak-proof, with tight-fitting lids.

Water and sewage: Tanks for liquid waste retention shall be 15 percent larger in capacity than the water supply tank, equipped with a drain that is one-inch in inner diameter or greater, equipped with a shut-off valve.

Tanks shall be thoroughly flushed and drained during the servicing operation. Sewage shall be removed from a mobile food unit at an approved waste servicing area or by a sewage transport vehicle in such a way that a public health hazard or nuisance is not created.

A mobile food unit's potable water inlet shall be positioned so that it will be protected from contaminants such as waste discharge, road dust, oil or grease and sized to be 3/4 inch or less. Food grade hose (meshed polycarbonate type) is required for filling the potable water tank. The tank shall be enclosed from the filling inlet to the discharge outlet; provided with a drain that allows complete draining of the tank; designed with covers or ports that permit visual inspection of the tank and cleaning of the tank; and the tank shall have a secure cover.

Backflow prevention: Appropriate vacuum breakers are required on all hose connections.

When construction is completed, all equipment should be checked by the installer to assure it is working properly. Refrigerators, freezers, ovens, ranges, grills, fryers, dish machines, hot water heaters, and ventilation equipment shall be operational. Everything should be thoroughly cleaned, and then you are ready for the next step.

3. Call for a pre-opening inspection, fill out Health Permit Application, and complete the food safety training.

The EHS must inspect the finished food facility prior to opening, so it is best to call the two weeks before your planned grand opening. Corrections are required to be completed before opening.

The Food Permit Application and appropriate fee are to be submitted prior to the pre-opening inspection. Please complete with current information, contact person, phone-number, and emergency phone-number.

Food safety training is available on line at www.foodsafety.idaho.gov or at our local offices. Please call the local office to schedule. The schedule for food safety training classes is available on our website at www.phd5.idaho.gov.

****PLEASE NOTE - Licenses/Permits are non-transferable** and must be renewed every year in December for the following year.

4. Open for business and follow the Idaho Regulations Governing Food Sanitation Standards for Food Establishments (Idaho Food Code)

You will be inspected 30 days after your opening to determine how well your food operation is functioning and then once every year. It is hoped that District Health and your local EHS will be a source of information and assistance in your food business. **GOOD LUCK!!!**

**SOUTH CENTRAL PUBLIC HEALTH DEPARTMENT
ENVIRONMENTAL DIVISION OFFICES
Merl Egbert, Environmental Health Director, 737-5917**

TWIN FALLS OFFICE 1020 Washington St. N. Twin Falls, ID 83301-3156 737-5900 • Fax 734-9502	BELLEVUE OFFICE 117 E. Ash St. Bellevue, ID 83313 788-4335 • Fax 788-0098	BURLEY OFFICE 2311 Parke Ave., Unit 4, Ste. 4 Burley, ID 83318 678-8221 • Fax 678-7465
GOODING OFFICE 255 North Canyon Dr. Gooding, ID 83330-0494 934-4477 • Fax 934-8558	JEROME OFFICE 951 E. Ave. 'H' Jerome, ID 83338 324-8838 • Fax 324-9554	RUPERT OFFICE 1218 9th St., Ste. 15 Rupert, ID 83350 436-7185 • Fax 436-9066



Date: Monday, January 6, 2014
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager
Fritz Wonderlich, City Attorney

Request:

Discussion of the first draft of the Agreement with Beckley Media to use Twin Falls City property in his effort to jump the Snake River Canyon. *This will not be an action item.*

Time Estimate:

The presentation will take approximately 20 minutes in addition to time needed for answering questions.

Background:

Attached you will find a copy of the initial draft of the Agreement with Beckley Media. This is not an action item; it will only be a discussion item. We only want to introduce it to you and begin the vetting process.

The purpose of this agenda item is to introduce the Agreement to the City Council and solicit the Council's collective thoughts.

Following are items that need to be built into the Agreement:

- Possible compensation to be provided to the City for use of City Property – *being discussed by City Council*
- Safety and Security Plan – *being coordinated by Twin Falls Police Chief Brian Pike and*
- Strategy to cover prosecution, jail and court costs that arise from the event – *had initial conversations with Twin Falls County Prosecutor Grant Loeb.*

Over the course of the next few weeks, those items will be fully developed, vetted and presented to the City Council for inclusion into this document.

This is a first draft and a mere starting point to begin the conversation. It has been reviewed internally by many as well as by ICRMP. This has been drafted by staff and does not contain any input from Beckley Media representatives. This draft Agreement was also provided to the Chairmen of Twin Falls and Jerome Counties Board of County Commissioners as well as Twin Falls County Prosecutor for their review and consideration.

Approval Process:

This is only a discussion item and is not ready for Council consideration at this time. When the document is ready, approval of the Agreement requires a simple majority vote of the City Council members present.

Budget Impact:

There is no budget impact associated with this request.

Regulatory Impact:

There is no regulatory impact associated with this request.

Attachments

1. Draft Agreement

LEASE PROVISIONS

1. Use of Leased Premises.

A. The Leased Premises may be used by Lessee for any purpose reasonably associated with an event involving a proposed vehicular jump over the Snake River (hereinafter referred to as the “Event”), provided prior written approval for any such use is first obtained from Lessor for any such use, including, but not limited to, launch area, filming and parking for required personnel. Lessee shall provide Lessor with a specific list of any and all proposed uses of the Leased Premises.

B. Any new, additional or change of use of the Leased Premises shall require Lessor's prior written consent. Any new or additional use by Lessee without the authorization of Lessor is prohibited and is grounds for termination of the Lease.

C. Lessee agrees to not commit, nor permit any damage to or waste upon the Leased Premises or upon any of the improvements, nor permit any unlawful use of the Leased Premises, nor permit any use thereof except for the purposes identified by Lessee as provided herein.

D. Lessee shall acquire and maintain all necessary permits and comply with all applicable federal, state and local laws, rules, regulations, zoning and other matters in accordance with applicable law.

E. Special Event Permit. Lessee shall obtain from the City of Twin Falls a Special Event Permit in form acceptable to the City which shall cover the real property affected by this Lease.

F. Technical Reports. When requested by the Lessor, the Lessee will furnish technical information concerning any proposed use and/or any equipment or personal property to be located on the Leased Premises.

2. Lease Phases.

This Lease shall proceed in three (3) phases: (1) a planning and permitting phase, (2) the event, and (3) reclamation. Each of the phases is set forth below.

A Phase 1 – Planning and Permitting. During Phase 1 of this Lease, Lessee shall engage in all such activities required to plan and obtain approvals for the conduct of the Event and to reclaim the Leased Premises. All such activities shall be described in the Research, Development and Event Plan (the “Plan”) to be developed by Lessee and submitted to Lessor for acceptance and approval in writing before Lessee commences any Phase 2 activity. All such activities and requirements shall be conducted at Lessee’s sole cost and expense.

i. Lessee shall obtain all required Government Approvals for all activities for all phases of this Lease, and shall submit to Lessor an Opinion Letter addressed to

**EVEL KNIEVEL JUMP SITE
LEASE AGREEMENT**

Lessor: City of Twin Falls, Idaho
P.O. Box 1907
Twin Falls, ID 83303-1907

Lessee: Beckley Media, LLC
c/o Jon T. Simmons
P.O. Box 856
Boise, ID 83701-0856

Lease Term: Commencement Date: _____
Expiration Date: _____

Legal Description: Lessor, in consideration of the covenants, conditions and restrictions hereinafter set forth in the Lease (including all Attachments), does hereby lease and demise unto Lessee the real property described and shown in the attachments hereto, incorporated herein by this reference, for the uses specified herein.

Use of Premises: See Section 1 below, of the Lease Provisions.

Bond: Bond in the amount of One Million Dollars (\$1,000,000) and as specified in Sections 3 “Bond” and 11 “Security Generally” below, of the Lease Provisions.

Insurance: Insurance in the amount of Ten Million Dollars (\$10,000,000) and as specified in Section 10 “Insurance” below, of the Lease Provisions.

Attachments: Attachment A: Special Terms and Conditions
Attachment B: Legal Description
Attachment C: Aerial Map
Attachment D:

Lessor signed by a law firm that includes attorneys admitted to practice and in good standing in the State of Idaho providing an opinion that all Government Approvals necessary for Lessee's commencement of construction and conduct of the Event are legally and validly issued, are held in the name of Lessee and, that Lessee is in substantial compliance with said Government Approvals as of the date of the Opinion Letter. Lessee shall provide copies of such Government Approvals to Lessor.

ii. Lessee shall submit to Lessor the Plan within ___ () days of Lease approval and no later than _____ () days prior to the date of the Event. Lessee must submit the Plan to the Lessor before any construction or modification of the Leased Premises. The proposed development on the Leased Premises may not start until Lessor approves the Plan in writing. Such approval shall not be unreasonably withheld. The Plan shall describe all facilities and improvements to be constructed or placed on the Leased Premises and all activities associated with the Event that may be conducted on the Leased Premises. The Plan shall include, at a minimum, (1) all Government approvals required; (2) launch site development and modification; (3) existing and planned access, access controls, and lateral roads; (4) location of sanitary facilities and pickup schedules; (5) location of other supporting facilities; (6) other areas of potential surface disturbance; (7) traffic and public safety control measures including spectators located on the river, in the canyon, on any bridges from which spectators might use to view the Event; (8) emergency first responder locations and access requirements; (9) fire prevention and suppression plan; (10) identification and location of any and all hazardous material storage including materials used in the construction of the vehicle or used in the conduct of the Event; and (11) map or maps of sufficient scale to depict the information required for all phases, and shall include, at a minimum, the following components:

a. Administrative Information. The names, phone numbers, and mailing addresses of Lessee's primary Plan supervisors and operators; the names, phone numbers, and mailing addresses of any company providing project services to Lessee and the names of each company's contact person; and any other contract operators who will be involved in the operations on the Leased Premises.

b. Facilities and Improvements. Maps and other information sufficient to locate the proposed location and specifications of all facilities and improvements on the Leased Premises. Topographic maps should show the approximate size of any surface area that may be disturbed with the placement of proposed facilities and improvements. Information concerning the construction of roads on the Leased Premises shall identify all gates and culverts and identify road construction materials, including those materials, if any, proposed to be acquired from the Leased Premises.

c. Areas of Exclusive Lessee Use. The portion(s) of the Leased Premises that Lessee proposes to hold for its exclusive use and to exclude the public and other lessees of Lessor from accessing, if any. Lessee shall describe the basis for excluding the public and other lessees of Lessor from such portions of the Leased Premises and the time frames for such required exclusive use. Dates of such exclusive use shall be identified in the Plan and on the master schedule.

d. Development Schedule. The schedule of construction and development on the Leased Premises (Development Schedule). If Lessor includes partial transitions of the Leased Premises to phases of this Lease, the Development Plan shall set forth the portions of the Leased Premises to be transitioned separately; the planned schedule for the partial transitions; and the contingencies and factors that determine the timing of each transition. Lessee shall further include a pictorial and numerical apportionment of the Leased Premises.

e. Government Approvals. A complete and accurate list of all Government Approvals that are known or reasonably believed to be necessary for the commencement of construction and for conduct of the Event, including the Opinion Letter required above. In the event that additional Government Approvals necessary for the commencement of construction or conduct of the Event come to the attention of either Party to this Lease, that Party shall immediately notify the other Party in writing and the Plan shall be amended accordingly and such additional Government Approvals shall be acquired prior to proceeding.

f. Vegetation and Soil Management. A description of the means whereby Lessee will maintain the natural vegetation, control erosion, and control noxious weeds on the Leased Premises. The description shall also include the means whereby Lessee will ensure that Lessee's activities on the Leased Premises do not adversely impact the waters on or adjoining the Leased Premises. The description shall also address the disposition of material excavated from the Leased Premises.

g. Pollution Prevention. A narrative statement describing the proposed measures to be taken for protection of the environment, including, but not limited to, the prevention or control of: (1) Fires; (2) Soil loss and erosion; (3) Pollution of surface and ground waters; (4) Damage to fish and wildlife or other natural resources; (5) Air and noise pollution; and (6) Hazards to public health and safety during lease activities.

h. Security Requirements. An estimate prepared by an outside party of the dollar amounts reasonably required for: (1) all proposed construction activity, Construction Security; (2) projected traffic/security costs as

described in the Plan, as Operating Security; and, (3) reclamation costs for reclamation.

B. Phase 2 – Staging or Performance of the Event. Phase 2 shall consist of the time frame required to construct or place any and all structures necessary for the Event on the Leased Premises and shall include the actual performance of the Event. Lessee shall specifically itemize each aspect of this Phase 2 in the Plan. During Phase 2, Lessee shall engage in construction of the facilities and related improvements on the Leased Premises and the implementation and satisfactory completion of all other activities identified in the Plan leading up to and including the conclusion of the Event. All costs and expenses of construction and development in Phase 2, and all subsequent additions and modifications to the facilities and related improvements shall be at the sole cost and expense of Lessee. If Lessor, in good faith, believes that Lessee has violated or failed to obtain any Governmental Approvals necessary for activities during Phase 2 of this Lease, then Lessor shall grant Lessee a ____ (__) day period and opportunity to seek the Governmental Approvals, and if such approval is deemed necessary for Lessee's activities and any such Governmental Approvals are not obtained, Lessor shall have the right, without limitation, to require Lessee to cease activities related to such violation until the violation has been remedied to the satisfaction of Lessor in its sole discretion.

C. Phase 3 – Reclamation Plan. The Reclamation Plan shall set forth the means whereby Lessee shall restore the Leased Premises to its natural contour and vegetative state following any construction or modification of the Leased Premises, and upon completion of the Event, or upon the expiration or any termination of this Lease. Lessee must reclaim all of the Leased Premises disturbed by Lessee's activities in accordance with applicable reclamation procedures. Lessee shall conserve, stockpile, and protect topsoil to enhance reclamation. Lessee shall take all necessary steps to avoid a threat to life or property or an unreasonable risk to subsurface, surface, or atmospheric resources. The Reclamation Plan shall address the decommissioning and reclamation of all planned construction of facilities and improvements by Lessee, including, but not limited to, the disposal of any known or unknown Hazardous Substance located on the Leased Premises at the termination of this Lease. Lessee shall also submit to Lessor a Hazardous Materials/Waste Management Plan in the event such materials will be used in the construction and/or operation of the vehicle or other activities associated with the Event. No construction of any facilities or improvements, and no alteration of the Leased Premises, nor any change in such construction or alteration, shall occur until Lessor has accepted, in writing, the Reclamation Plan and any Hazardous Materials/Waste Management Plan.

D. Length of Phases.

ii. Maximum Phase 1 Length. Unless extended by Lessor in writing, Phase 1 of this Lease shall not extend longer than ____ (__) days from the Commencement Date.

iii. Maximum Phase 2 Length. Unless extended by Lessor in writing, Phase 2 of this Lease shall not extend beyond _____, 2014.

iv. Maximum Phase 3 Length. Phase 3 of this Lease shall commence upon confirmation that all Phase 2 Lease requirements have been fulfilled and the completion of the Event or upon earlier termination of this Lease for any reason. The Reclamation obligations shall survive the termination of this Lease. Phase 3 tasks will include all actions identified in the Reclamation Plan and any Hazardous Materials/Waste Management Plan, and shall conclude upon Lessor's written confirmation that all Phase 3 Lease requirements have been fulfilled to Lessor's satisfaction.

3. Bond.

Concurrent to the execution of this Lease by the Lessee, the Lessee shall furnish a good and sufficient bond in the amount specified in the Summary of Lease Provisions in favor of the Lessor to protect the Lessor and the public against loss due to violation of any provision of this Lease. The period of liability of any bond shall not be determined until all lease terms and conditions have been fulfilled and the bond is released in writing Lessor.

4. Sublease and Assignment.

A. No Sublease or Assignment Without Consent. Lessee shall not sublease all or any part of the Leased Premises, or sublease all or any part of Lessee's improvements, or assign this Lease, or take out a mortgage or deed of trust without first obtaining the written consent of Lessor.

B. Necessary Forms. Any request for approval of a sublease, assignment, mortgage, or deed of trust, must be in writing, on forms provided by the Lessor and accompanied by a processing fee to be established by Lessor. Any attempt by Lessee to assign, sublease, mortgage, or subject Lessee's leasehold interest in this Lease or any improvements to be placed upon the Leased Premises to any lien, without the prior written consent of Lessor, shall be void and shall constitute a breach of this Lease.

C. Good Standing Required. No request for Lessor's approval of any assignment, sublease, mortgage or lien, will be considered unless all rent due, late payment charges, and interest have been paid in full, and Lessee is in good standing under the terms of the Lease.

D. Assignment Subject to Terms. Any assignment shall be subject to all of the terms and provisions of this Lease.

E. Specific Transaction Only. Any consent by Lessor herein contained or hereafter given to any act or assignment, sublease, mortgage, pledge, or encumbrance shall be held to apply only to the specific transaction hereby or thereby approved.

F. Proof of Assignment. In all cases of an approved assignment by Lessor due to sale of the Lessee's interest, Lessee must provide to Lessor one copy of the purchase agreement or contract of sale signed and acknowledged by the buyer (Assignee) and seller (Assignor). In the case of assignment without a sale, appropriate documentation must be provided to the Lessor establishing that the Lease should be assigned. This may include, but not be limited to, a letter from Lessee indicating the transfer of the Lease as a gift; a divorce decree; a copy of will or probate order. Lessor may require additional proof as necessary.

G. Sublease. Lessee may sublease, provided that each such sublease shall be subject to all terms of this Lease, including termination of Lessee's interest under this Lease. Any such sublease shall be subject to and subordinate to the rights of the Lessor under this Lease, and any such sublease shall include, but not be limited to, the following:

- i. No sublease shall relieve Lessee of its responsibility to pay and perform all of its obligations under this Lease to Lessor.
- ii. The term of the sublease may not exceed the term of this Lease, and shall terminate upon any termination or expiration of this Lease.
- iii. The Lessor is not liable for any act or omission of the Lessee.
- iv. The Sublessee will abide by all terms and conditions of this Lease.
- v. The Lessor is not liable any for pre-payment, security deposit or other pre-paid charge made to Lessee by any sublessee at any time, including the early termination of this Lease or expiration of the Lease term.
- vi. The Lessor may impose additional requirements as a condition of approving the sublease request.

5. Lessee's Compliance with Applicable Laws and Rules.

A. Full Compliance. Lessee's use of the Leased Premises and all improvements to be constructed or placed thereon, shall fully comply with all applicable federal, state and local governmental statutes, ordinances, rules, regulations and laws. Lessee shall comply with all applicable rules and regulations and standards currently in effect or hereafter adopted by Lessor.

B. No Waste or Nuisance. Lessee shall not use the Leased Premises in any manner that would constitute waste, nor shall the Lessee allow the same to be committed thereon. The Lessee shall not do anything or allow any action which will create a nuisance or a danger to any person or property not the immediate subject of the event.

6. Environmental, Safety, and Sanitary Requirements.

A. Sanitary Requirements. Lessee shall at all times keep the Leased Premises in a clean and sanitary condition, free of trash, noxious weeds, garbage and litter, so that the Leased Premises are maintained in as nearly natural state as possible. Lessee shall not dispose of sewage except in conformity with applicable federal, state, and local law, rules and regulations pertinent to Lessee's use. The Lessee shall store and dispose of all trash and garbage in conformity with all legal requirements. Lessee is responsible for all costs associated with sewage, garbage, cleanup, restoration and litter disposal.

B. Fire and Safety Regulations. Lessee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances for fire protection and prevention of fire. Lessee shall keep the Leased Premises free from fire hazards. Lessee is prohibited from burning garbage or trash. The burning of wood or other debris shall require the prior written permission of Lessor and must comply with applicable federal, state, or local law, regulation, rule, and ordinance.

C. No Hazardous Materials Without Prior Notice. Lessee shall neither use nor permit upon the Leased Premises the use, placement, transport or disposal of any hazardous waste or any other substance that is, or is suspected to be, a hazardous substance or material without prior notice to Lessor and to the extent such use is in full and complete compliance with any applicable federal, state or local law, rule, regulation or ordinance. In the event any hazardous waste or substance is used by Lessee as provided in this Lease, and subject to prior notification to Lessor, Lessee shall, in addition to any other obligation or requirement herein, prepare and submit to Lessor for prior approval and consent, a "Hazardous Substance Plan", which shall include, but shall not be limited to, the express identification of each and every hazardous waste or substance to be used by Lessee, the need to use such waste or substance, detailed plans of how such hazardous wastes and substances will be managed upon and removed from the Leased Premises, and a detailed management and clean-up plan in the event of any release of any hazardous waste or substance, including, but not limited to, any leak or adverse environmental impact or contamination from any such hazardous waste or substance. . Lessee shall be responsible, at its own expense, for removing or taking other appropriate remedial action regarding such wastes, substances, or materials which Lessee may cause or allow to be introduced upon the Leased Premises, in accordance with applicable federal, state, or local law, rule, regulation, or ordinance. In the event hazardous materials are used in the course of the Event that could be introduced onto the Leased Premises, Environmental Impairment/Pollution Insurance will be required in an amount determined by the Lessor.

7. No Warranty of Suitability.

A. No Warranty. Lessee acknowledges that neither the Lessor, nor any agent or designee of the Lessor, has made any representation or warranty with respect to the Leased Premises, or concerning the suitability of the Leased Premises for the uses intended by

the Lessee. Lessee acknowledges that it has accepted the Leased Premises in an "AS IS CONDITION," and accepts liability for its condition.

B. Quiet Enjoyment. Lessor agrees that the Lessee, upon payment of the rent and performing the terms of this Lease, may quietly have, hold, and enjoy the Leased Premises during the term hereof.

8. Payment of Taxes and Assessments.

On or before any due dates, the Lessee agrees to pay any and all real or personal property taxes, assessment or fees that may be assessed or levied by any governmental authority asserting such authority over the Leased Premises, any improvement thereon, or Lessee's leasehold interest,. Lessee shall make such payment directly to the taxing authority and agrees to hold Lessor harmless from any claim or assessment.

9. Construction and Improvements.

A. Water Development. Lessee shall not drill any new or existing water well, use any existing water well, nor develop any use of any water source without first obtaining the prior written consent of the Lessor as well as any applicable governmental authorities responsible for adjudicating, developing or permitting water rights. Lessee agrees that all water rights shall be in the name of the Lessor.

B. Construction and Repair of Improvements. No construction of any improvement upon or over the Leased Premises is allowed without the prior consent of the Lessor.

C. Liens and Encumbrances. Lessee has no authority to, and shall not place any lien upon, or otherwise encumber the Leased Premises, Lessee's leasehold interest or Lessee-owned improvements upon the Leased Premises. The Lessee shall not place a lien upon or encumber the Lease, Lessee's leasehold interest or Lessee-owned improvements unless given prior written consent by the Lessor.

D. Treatment of Existing Improvements. Existing improvements, as of the date of execution of this Lease, if any, are attached hereto and incorporated herein in Attachment E. Upon Lease expiration without renewal; Lease termination; or upon default of the Lessee:

i. Lessor shall have the right to require Lessee to remove all Lessee-owned improvements and all other improvements placed or allowed upon the Leased Premises by Lessee, and to require Lessee to restore the Leased Premises, as nearly as is reasonably practical, to their natural or previous condition, all at Lessee's sole cost and expense.

ii. Lessor has the right to enter the Leased Premises and remove any of the improvements, or otherwise dispose of such improvements, and to charge the cost

of removal and/or disposal and/or restoration to Lessee. Lessee shall also be responsible for all collection costs, including reasonable attorney fees and interest incurred or accrued prior to, and following the filing of suit, including costs and fees incurred on appeal.

iii. Lessee shall quietly surrender the Leased Premises to Lessor.

iv. Lessor shall reserve the right to purchase existing improvements from Lessee at a reasonable market value, as defined herein, as of the date of expiration.

E. Treatment of Improvements Upon Abandonment. If such removal or purchase as described herein, has not occurred by the date that the Lease expires and has not been renewed, has been terminated, or at the date of Lessee default, all rights, title and interest of the Lessee to any of the improvements, shall upon thirty (30) days written notice to Lessee, or at a date determined at the sole discretion of the Lessor but not less than thirty (30) days, be deemed to revert to the Lessor, and shall be considered abandoned in place by the Lessee.

F. Market Value. Market value is defined in this Lease as: "The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms for which the specified improvement(s) should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest and assuming that neither is under undue duress."

G. Treatment of Non-approved Improvements. Treatment of Non-approved Improvements at any time during the Lease and upon Lease expiration without renewal, termination, or default under the Lease.

i. Lessor shall have the right to require Lessee to remove all non-approved improvements placed, or caused to be placed upon the Leased Premises, and to require Lessee to restore the Leased Premises, as nearly as is reasonably practical, to their natural or previous condition, all at Lessee's sole cost and expense. If removal as described above has not occurred by the date that the Lease expires, and the Lease has not been renewed, has been terminated, or as of the date of the Lessee default, all right, title and interest of the Lessee to any of the non-approved improvements shall, upon thirty (30) days written notice to the Lessee, or at a date determined at the sole discretion of the Lessor, but not less than thirty (30) days, be deemed to revert to the Lessor, and shall be considered abandoned in place by the Lessee.

ii. Any non-approved improvements not removed by the Lessee may be removed by the Lessor at the Lessee's sole cost and expense. Any attorney fees and collection costs incurred by the Lessor shall also be the Lessee's responsibility. Lessor has the right to enter the Leased Premises and remove any of the

improvements, or otherwise dispose of such improvements, and to charge the cost of removal and/or disposal and restoration to the Lessee. Lessee shall also be responsible for all collection costs including, but not limited to, reasonable attorney fees and interest incurred or accrued prior to, and following the filing of suit, including costs and fees incurred on appeal.

10. Insurance.

Lessee shall purchase and keep in force all insurance required by this Lease. Any failure to comply with any of the terms of this section shall be a breach of this Lease. For the duration of this Lease and until all activity in accordance with this Lease is completed, Lessee shall have and maintain or cause to be maintained, at Lessee's expense, the types of insurance set forth below and shall comply with all limits, terms and conditions of such insurance, and shall require all of its contractors and subcontractors to maintain the same types of insurance and limits. By requiring the insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee, and such coverage and limits shall not be deemed as a limitation on Lessee's liability to Lessor or under any indemnities granted to Lessor in this Lease.

A. Commercial General and Umbrella Liability Insurance. Lessee shall maintain commercial general liability ("CGL") with a combined limit of not less than ten million dollars (\$10,000,000) each occurrence. If such CGL insurance, or any umbrella policy, contains a general aggregate limit, it shall apply separately to the Leased Premises, shall not be less than ten million dollars (\$10,000,000), and shall provide that defense costs shall be and remain outside policy limits. Lessee waives all rights against Lessor and any additional insured for recovery of damages to the extent these damages are covered by the CGL or commercial umbrella liability insurance maintained pursuant to this Lease. CGL insurance and any umbrella policy shall:

- i. Be in a form and from an insurance company satisfactory to Lessor and shall cover liability for bodily injury, property damage, and personal injury arising from Lessee's use and/or occupation of the Leased Premises including, without limitation, operations, independent contractors, products, completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract; and
- ii. Include the City of Twin Falls, and their officers, agents, and employees respectively as additional insured, and such status as an additional insured shall be evidenced by an endorsement acceptable to Lessor. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, and non-contributory with, any additional insured.

B. Builders Risk/Installation Floater Insurance. During the course of any construction or alteration of any facilities or improvements, if any, on the Leased Premises by Lessee, Lessee shall maintain in force, at its own expense, Builders Risk/Installation Floater Insurance, including soft costs and any offsite locations, on an all risk of direct physical loss from, including earthquake and flood (if reasonably available), for an amount

proportionate to the amount of the construction contracts performed on the Leased Premises. Any deductible amount shall not exceed two hundred fifty thousand dollars (\$250,000) for each loss, except earthquake and flood deductibles shall not exceed two percent (2%) of the value at risk at the time of each loss or two hundred fifty thousand dollars (\$250,000) for each loss, whichever is more. The policy shall include, as an additional insured, Lessor as its interests may appear and such status as an additional insured shall be evidenced by an endorsement acceptable to Lessor.

C. Property Insurance. Lessee shall throughout the term of this Lease, at its own expense, keep and maintain in full force and effect commercial property insurance covering the facilities and improvements, if any, located on the Leased Premises. Commercial property insurance shall, at a minimum, cover all perils insured under the ISO Special Causes of Loss Form. The amount insured shall equal the full estimated replacement cost of the property insured. Any coinsurance requirement in the policy shall be eliminated through the attachment of an agreed amount endorsement, the activation of an agreed value option, or as otherwise appropriate under the particular policy form. Lessor shall be included as a loss payee under the commercial property insurance, and such status as an additional insured shall be evidenced by an endorsement acceptable to Lessor. During Phase 2 of this Lease, Lessee shall purchase, as part of Lessee's property insurance, business income, business interruption, extra expense or similar coverage, for actual loss sustained. In no event shall Lessor be liable for any business interruption or other consequential loss sustained by Lessee, whether or not it is insured.

D. Workers Compensation and Umbrella Liability Insurance. Lessee and its subcontractors, if any, shall maintain all statutorily required Workers Compensation coverage. Coverage shall include Employer's Liability, at minimum limits of five hundred thousand dollars/five hundred thousand dollars/five hundred thousand dollars (\$500,000 / \$500,000 / \$500,000). Lessee must maintain coverage issued by a surety licensed to write workers' compensation insurance in the state of Idaho or from a surety issued an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

E. Environmental Impairment/Pollution Insurance. In the event hazardous materials are used in the course of the Event that could be introduced onto the Leased Premises, Environmental Impairment/Pollution Insurance will be required in an amount determined by the Lessor.

F. Lessee's Insurance Policy Requirements.

All insurance required under this Article shall be with companies licensed and admitted in Idaho and approved for this Lease by Lessor. Lessor's general requirements for such approval include a current A.M. Best's rating of A- or better. Prior to taking occupancy or commencing construction and at least annually thereafter, Lessee shall furnish Lessor with a certificate of insurance executed by a representative of each insurer duly authorized to bind coverage, and a copy of any applicable policy or policy endorsement

showing compliance with all insurance requirements set forth herein. All policies required under this Article shall be written as primary policies and not contributing to or in excess of any coverage Lessor may choose to maintain. Lessee shall provide Lessor with certificates of insurance and policy endorsements as follows:

<u>Coverage</u>	<u>Evidence of Coverage</u>
CGL	Policy Endorsement and copy of policy evidencing each required coverage
Builders Risk/Installation Floater Insurance	Policy Endorsement and copy of policy evidencing each required coverage
Property Insurance	Policy Endorsement and copy of policy evidencing each required coverage
Automobile Liability	Certificate of Insurance evidencing required coverage
Workers Compensation/ Employers Liability Insurance	Certificate of Insurance evidencing required coverage

Should any of the polices described herein be cancelled or terminated prior to the expiration date thereof, the insurer affording coverage, and Lessee shall also provide Lessor thirty (30) days' written notice prior to any such cancellation or termination or, if such prior advanced written notice cannot reasonably be provided, then either the insurer or Lessee shall immediately notify Lessor of any such cancellation or termination as soon as either becomes aware of any such cancellation or termination. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits of insurance exhausted by Lessor, shall not affect coverages provided to Lessor, the City of Twin Falls, its officers and employees. Failure of Lessor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Lessor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Lessee's obligation to maintain such insurance. Lessee shall provide certified copies of all insurance policies required above within thirty (30) days of Lessor's written request for said copies. If Lessee's liability policies do not contain the standard ISO separation of insured provision, or a substantially similar clause, they will be endorsed to provide cross-liability coverage.

F. Proof of Insurance. Prior to taking occupancy or commencing operations or construction, and at least annually thereafter, Lessee shall furnish Lessor with a certificate of insurance on the form approved by Lessor executed by a representative of

each insurer duly authorized to bind coverage, together with a copy of any applicable policy and policy endorsement showing compliance with all insurance requirements set forth herein, including evidencing Lessor as additional insured. Lessee shall provide certified copies of all insurance policies required above within fifteen (15) days of Lessor's written request for certified copies. Failure of Lessor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Lessor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Lessee's obligation to maintain such insurance.

G. Payment of Premiums - Policy Renewals - Lessor's Right to Purchase. Lessee shall pay premiums and be responsible for all deductibles for all of the insurance policies it is required to carry under the terms of this Lease, and shall deliver to Lessor evidence of such payment before the payment of any premiums become in default. Lessee shall also cause renewals of expiring policies and shall furnish Lessor with certificates showing such renewed policies at least ten (10) days before the policy's expiration date. If Lessee fails to maintain the insurance as set forth herein, while such failure is a default under the terms of this Lease, Lessor shall have the right but not the obligation to purchase said insurance at Lessee's expense, in addition to any other remedy available at law or in equity.

H. No Limitation of Liability. By requiring insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee, and such coverage and limits shall not be deemed as a limitation on Lessee's liability pursuant to this Lease.

11. Security Generally.

A. Format and Renewal. All bonds, letters of credit, and either cash or certificates of deposits (which may be referred to throughout this Lease generically as "bonds") shall be in a form acceptable to Lessor, conditioned upon Lessee's good faith compliance with all laws and rules of the City of Twin Falls, all provisions of this Lease, and all terms and conditions imposed by the Lessor. All bonds shall be issued by an Idaho qualified U.S. Bonding Corporation and all letters of credit, and cash or certificates of deposits shall be subject to Lessor's approval and shall provide for notice to Lessor prior to any cancellation or lapse thereof. Upon the failure of Lessee to maintain any required bond, letter of credit, or cash or certificate of deposit in full force and effect at all times during the life of this Lease, Lessor shall have the right to cancel this Lease or to declare a default and terminate this Lease. A substitute bond, a new letter of credit, or a new cash or certificate of deposit, or an extension of the expiration date of any existing bond, letter of credit, or cash or certificate of deposit, must be received by Lessor no later than thirty (30) days before the expiration, cancellation or other termination of the bond, letter of credit, or cash or certificate of deposit. Failure to provide such replacement thirty (30) days prior to the expiration, cancellation or other termination shall constitute a material breach of this Lease and shall be grounds for Lessor to terminate this Lease, pursue any other remedy at law or in equity, including, but not limited to, presenting any such letter of credit, or cash or certificate of deposit for payment, or to make demand under any such

bond. Presentation of any such bond, letter of credit, or cash or certificate of deposit for payment, or the demand and payment under any such bond, letter of credit, or cash or certificate of deposit, shall in no way limit the liability or obligations of Lessee, or the rights and remedies of Lessor, under this Lease. The form of any bonds, letters of credit, and cash or certificates of deposit shall be presented to Lessor for acceptance prior to the issuance of such discretion, or shall be modified or amended as may be reasonably required by Lessor.

B. Lessor Determined Bond. The amount of bond or other security to be obtained by Lessee for the aspect of Lessee's operation described in this Lease shall be determined by Lessor.

C. Adjustment of Security Amount. At intervals of not less than three (3) months after approval of the Plan and the Reclamation Plan, as applicable, Lessor may, in Lessor's reasonable discretion, following consultation with Lessee, revise the estimate of the cost of development or reclamation in accordance with the approved plan to reflect then current costs and prices for the work and materials necessary for work under the plan. Within thirty (30) days of receipt of such revised estimate, Lessee shall then cause the existing security to be adjusted to reflect the amount of the revised estimate.

D. Construction Security. Prior to the commencement of construction of any facilities or improvements on the Leased Premises, Lessee shall furnish good and sufficient payment and performance bonds, letters of credit, cash or certificate of deposit, all subject to approval by Lessor in Lessor's discretion. Any such bonds, letters of credit, cash or certificates of deposit shall be in an amount prorated for that portion of the contracted construction activity to take place in or upon the Leased Premises and shall be one-hundred twenty five percent (125%) of the full contract amount required for all such construction activities of facilities and improvements on the Leased Premises; said security shall be in favor of Lessor to protect Lessor against any and all loss due to Lessee's failure to complete such construction in accordance with the Plan or Lessee's failure to pay contractors, subcontractors or others who may provide goods and services to Lessee. Any bond, letter of credit, cash or certificate of deposit accepted by Lessor pursuant to this Lease shall be made payable to Lessor upon demand or presentment for payment. The period of liability to maintain the security shall not be terminated until the completion of construction of all facilities and improvements to be constructed on the Leased Premises under the applicable contract for construction as determined by Lessor; the expiration of the timeframe under applicable law for filing of lien claims with respect to such construction has expired; and upon the prior written notice by Lessee to Lessor certifying the satisfaction of such events, and the written consent of Lessor to release such security, which consent shall not be unreasonably withheld.

E. Reclamation Security. Upon approval of the Reclamation Plan, Lessee shall furnish a good and sufficient letter of credit, bond, cash or certificate of deposit in the amount equal to one-hundred twenty five percent (125%) of Lessor's reasonable estimate of the cost of reclamation in accordance with the approved Reclamation Plan. The period of

liability of the letter of credit, bond, cash or certificate of deposit shall not be terminated until all terms and conditions of the approved Reclamation Plan have been completed, and the security is released in writing by the City Manager.

12. Indemnification & Release of Liability.

A. Indemnification. Lessee shall indemnify, defend, and hold harmless the Lessor, the City of Twin Falls, and its officers, agents, and employees from and against any liability, claims, damages, losses, debts, obligations, judgments, expenses or actions, including, but not limited to, reasonable attorney fees, caused by or arising out of any act or omission of Lessee, or Lessee's agents, employees or invitees, or any act or omission arising out of or connected with the use or occupation of the Leased Premises, including the Event, or arising from the Lessee or Lessee's agents, or employees' failure to comply with any applicable law. If it becomes necessary for the Lessor to defend any action seeking to impose any such liability, the Lessee will pay the Lessor all costs of court and attorney fees incurred by the Lessor in effecting any such defense or response in addition to all other sums that the Lessor may be called upon to pay by reason of the entry of any judgment against it in any litigation in which such claim is asserted. This indemnification shall survive the termination or expiration of this Lease.

B. Release of Liability. Lessee and the person the subject of the Event (the "Jumper") does hereby release, and shall sign a release of liability (the "Release"), in a form acceptable to Lessor, on behalf of itself and anyone claiming by, through, or under Lessee and/or the Jumper, releasing Lessor, the City of Twin Falls, its officers, agents, and employees, from any and all liability of any kind related to the Event, including, but not limited to, the personal injury or death of the Jumper.

13. Inspection Rights.

Inspection by Lessor. Lessee shall permit Lessor or Lessor's authorized agent or designee to inspect and enter the Leased Premises and any improvement at any reasonable time.

14. Reservations by Lessor.

The Lessor expressly reserves and excepts the right of ingress and egress over and across the Leased Premises for itself and its assigns on existing roads or suitable alternative roads provided by the Lessee.

15. Confidential Information.

Insofar as Lessee seeks to maintain the confidentiality of its confidential or proprietary information, Lessee must clearly identify in writing the information it claims to be confidential or proprietary. Lessee acknowledges that Lessor is subject to the Idaho Public Records Law (Idaho Code §§ 9-337 through 9-350). Lessor shall maintain the confidentiality of the identified information insofar as it is consistent with applicable laws or regulations. In the event Lessor receives a request for the information identified by Lessee as confidential, Lessor shall notify

Lessee and specify the date Lessor will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be Lessee's sole responsibility and at Lessee's expense. If Lessee fails to obtain a court order enjoining the disclosure, Lessor shall release the information on the date specified in Lessor's notice to Lessee without any liability to Lessee.

16. Lessee's Default.

A. Lessee's breach of any of the terms of this Lease shall constitute a default and shall be a basis for termination of the Lease. Lessor shall provide Lessee written notice of the breach or violation and, if applicable, the corrective action required of Lessee. The notice shall specify the reasonable time to make a correction or cure the violation or breach if a correction or cure is possible. If the corrective action or cure is not taken within the specified time or does not occur, then the Lessor may cancel the Lease effective on the date specified for the corrective action or cure to have taken place.

B. Lessee agrees to relinquish possession of the Leased Premises immediately upon any termination or expiration of the Lease and to immediately remove any and all improvements placed upon the Leased Premises and to restore the Leased Premises as set forth above. In addition to the rights and remedies specifically granted to Lessor under this Lease, Lessor shall have such other rights and remedies as against Lessee as may be available at law or in equity, and Lessor's pursuit of any particular remedy for breach or default shall not, in and of itself, constitute a waiver or relinquishment of any other available remedy, claim or cause of action by Lessor against Lessee.

17. Termination.

A. Termination by Lessee.

i. During Phase 1 of this Lease, Lessee may terminate this Lease by giving Lessor _____ () days' prior written notice of termination. Upon termination during Phase 1, Lessee shall not be entitled to refund or credit of the Rent or bonus bid paid by Lessee. If this Lease is terminated during Phase 1, Lessee shall restore the Leased Premises to its natural contour and vegetative state.

ii. During Phase 2 of this Lease, Lessee may terminate this Lease by giving Lessor _____ () days' prior written notice of termination and completing all Lessee's obligations under the Reclamation Plan accepted by Lessor. Upon termination during Phase 2, Lessee shall not be entitled to refund or credit of the Rent or bonus bid paid by Lessee. If this Lease is terminated during Phase 2, Lessee shall restore the Leased Premises to its natural contour and vegetative state.

iii. Upon termination during Phase 1 or Phase 2, Lessee's actions on the Leased Premises shall be limited to those necessary for completion of its obligations under the Reclamation Plan.

iv. If different Phases are occurring simultaneously, then the Termination provisions applicable to the most advanced Phase shall apply.

B. Termination by Lessor for Lessee's Default.

i. Lessee shall be in default hereunder if any one or more of the following occurs:

a. Lessee fails to pay when due any sum due hereunder;

b. Lessee fails to observe or perform any other of the terms, covenants, agreements, conditions or undertakings herein contained to be kept, observed and performed by Lessee under this Lease when the same become due;

c. Lessee becomes insolvent or proceedings in bankruptcy or for liquidation, reorganization or rearrangement of Lessee's affairs are instituted by or against Lessee;

d. A receiver or trustee is appointed for all or substantially all of Lessee's business or assets;

e. A trustee is appointed for Lessee after a petition has been filed for Lessee's reorganization under the United States Bankruptcy Code, or if this lease be rejected under § 365 of the United States Bankruptcy Code;

f. Lessee shall make an assignment for the benefit of its creditors;

g. Lessee makes a transfer, novation, assignment, or sublease not approved by Lessor;

h. Lessee's failure to complete the requirements of any phase;

i. Lessee's failure to complete a phase prior to the conclusion of its maximum period without the prior written approval of Lessor;

j. Lessee allows a lien to be filed or continued in existence without Lessor's express prior written consent ; or

k. Any other event or condition defined as a default in this Lease.

ii. The following cure periods shall apply to Lessee's default under this Lease.

a. As to any failure referred to in Subsection B.i.a, B.i.g, B.i.h, B.i.i or B.i.k, above, Lessee shall be allowed fifteen (15) days from the date of notice thereof to effect a cure by payment in full of such Rent or other sum due hereunder, or curing any other event of default.

b. As to any failure or default referred to in this Lease, Lessee shall be allowed the period specified in this Lease for cure, or if no cure period is specified, Lessee shall be allowed thirty (30) days from the date of notice thereof to effect a cure, provided however, in the case of any curable failure referred to in Subsection 19.B.i.b, above, which cannot with diligence be cured within the applicable cure period, if Lessee shall commence to cure within the applicable cure period and thereafter to prosecute continuously to complete the curing of such failure with diligence, the time within which to cure the same shall be extended for such period as may be reasonably necessary to complete the curing of the same with diligence.

c. As to an occurrence of any event described in Subsections B.i.c through B.i.f, and B.i.j, above, but only if such is the result of action brought against Lessee and without Lessee's concurrence, Lessee shall be allowed a period of thirty (30) days from the commencement of proceedings to have the same dismissed and any receiver or trustee appointed thereunder discharged.

d. All default and grace periods shall be deemed to run concurrently and not consecutively.

iii. In the event of any default by Lessee, if not cured within the applicable cure period, if any, Lessor, at its election, may enforce, by judicial action or otherwise, any one, or any combination, of any and all remedies available at law or in equity, or without limitation of any such remedies, any one, or any combination, of the following:

a. Lessor may terminate this Lease, re-enter upon all or any part of the Leased Premises, either with or without process of law, Lessee hereby waiving any demand for possession, and remove Lessee and any persons or property from the Leased Premises, and Rent shall become due thereupon and be paid up to the time of such re-entry, dispossession or termination;

b. Lessor may re-let the Leased Premises or any part or parts thereof, either in the name of Lessor or otherwise, for a term or terms, which may at Lessor's option be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant

concessions or free rent or charge a higher rental than that in this Lease;
and

c. Lessor may collect from Lessee damages incurred by or resulting to Lessor for the failure of Lessee to observe and perform any term, condition, covenant, duty or obligation of this Lease.

d. Lessor may allow the Lease to remain in full force and effect and enforce all of Lessor's rights and remedies hereunder.

e. Remove Lessee's property and store the same at Lessee's expense, or require Lessee to remove the same.

iv. The failure of Lessor to re-let the Leased Premises or any part or parts thereof shall not release or affect Lessee's liability for damages. In computing such damages there shall be added to the said deficiency such expenses as Lessor may incur in connection with re-letting, such as legal expenses, reasonable attorney fees, brokerage, advertising and for keeping the Leased Premises in good order or for preparing the same for re-letting. Any such damages shall be paid in installments by Lessee on the Rent day specified in this Lease and any suit brought to collect the amount of the deficiency for any period shall not prejudice in any way the rights of Lessor to collect the deficiency for any subsequent period by a similar proceeding. Lessor, in putting the Leased Premises in good order or preparing the same for re-

C. Surrender by Lessee Upon Expiration of Lease Term or Upon Termination. Upon expiration of the Lease term or if sooner terminated, Lessee shall immediately and peaceably surrender and deliver up the Leased Premises to Lessor.

D. Reclamation of Leased Premises. Prior to or upon expiration or termination of this Lease, Lessee shall complete reclamation of the Leased Premises in accordance with the Reclamation Plan accepted by Lessor.

18. Notices.

A. All notice(s) including, but not limited to, a change in address, given in connection with the Lease shall be in writing and shall be delivered either by hand or by regular United States Mail, return receipt requested, to Lessor at the address listed in the Summary of Lease Provisions, and to Lessee at the address listed in Summary of Lease Provisions.

B. Any notice or correspondence mailed to Lessee at the last identified address shall be deemed effective delivery. It is the Lessee's duty to notify Lessor, in writing, of any change in Lessee's mailing address.

19. Waiver.

The waiver by the Lessor of any breach of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of any past, present, or future breach of the same or any other term, covenant, or condition of this Lease. The acceptance of rent by the Lessor hereunder shall not be construed to be a waiver of any term, covenant or condition of this Lease. No payment by the Lessee of any amount less than that due and owing, according to the terms of this Lease, shall be deemed or construed to be other than a partial payment on account of the most recent rent due, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed to create an accord and satisfaction. Any payment shall be applied first to late charges, accrued interest and costs incurred by the Lessor as a result of the Lessor's breach of any term, covenant or condition of this Lease, then to the principal balance owing by the Lessee to the Lessor hereunder.

20. Attorney Fees and Costs.

In the event either party to this Lease shall institute a lawsuit of any kind under this Lease or any action is taken by either party to obtain performance of any obligation due under this Lease, then the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorney fees, accountant fees and appraiser fees and fees of other experts, reasonably incurred therein by the prevailing party, including all such costs and expenses incurred with respect to an appeal and such may be included in the judgment entered in such action.

21. Officials, Agents and Employees Not Personally Liable.

In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or obligation contained in this Lease, express or implied, nor for any statement, representation or warranty made in connection herewith.

22. Miscellaneous.

A. Modification. The terms and conditions of this Lease may be modified only by the prior written consent of the authorized representatives of the Lessor and Lessee.

B. Complete Statement of Terms. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease, shall be deemed to enlarge, limit, or otherwise affect the operation of this Lease.

C. Lessee's Non-Discrimination. Lessee shall not discriminate against any person because of race, creed, religion, color, sex, national origin or disability.

D. Paragraph Headings. The paragraph headings, titles, and captions used in this Lease are not to be construed as interpretations, but are inserted for convenience and reference only.

E. Entire Agreement. This Lease (including the Summary of Lease Provisions, Lease Provisions, Signature Pages and all Attachments) contain the entire agreement between the parties as of the Commencement Date concerning the subject matter hereof, and supersedes all prior or contemporaneous agreements, whether written or oral.

F. Governing Law and Forum. This Lease shall be construed in accordance with, and governed by, the laws of the State of Idaho; and, the parties consent to the jurisdiction of Idaho State Courts located in Twin Falls County in the event of any dispute with respect to this Lease.

G. Binding on Heirs and Successors. It is understood and agreed that all terms, covenants, and conditions hereof shall be binding upon the approved subleases, approved assignees, and upon Lessee's heirs or successors-in-interest.

H. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of appropriate jurisdiction, for any reason whatsoever, then the validity, legality and enforceability of the remaining provisions shall not in any way be adversely affected or impaired.

I. Licenses, Permits and Authorizations. Lessee shall be responsible for obtaining and paying any and all costs or fees for any license, permit or authorization that may be required from any applicable entity or governmental body which may be required by any applicable federal, state or local governmental law, rule, regulation or ordinance, or as required in the course of doing business or as related to the use and purpose of this Lease.

ATTACHMENT A – SPECIAL TERMS AND CONDITIONS

The following terms and conditions are applicable to any and all activities of Lessee on the Leased Premises.

1. Lessee has represented that it will require a paved runway starting from the most southerly terminus of the leased premises running north to the existing site of the ramp in order to launch the jump vehicle over the Snake River Canyon. Lessee will also require a parking area on-site for broadcasters and launch crew. Lessor plans to convert the leased premises into a public park/trailhead for the Canyon Rim Trail following rehabilitation of the leased premises after termination of this Lease. In addition to all other requirements of this Lease, Lessee shall develop the leased site as follows:

- a. The paved roadway beginning at the most southerly terminus and running north to the ramp shall be designed and developed, at a minimum, pursuant to the City's standard drawings required for the development of public streets with fifty feet (50') of right of way.
 - b. Lessee shall design and develop a paved parking lot, including curb, gutter and sidewalk, at the northerly end of the roadway described above, on the east side of the roadway, with ___ parking spaces, in conformance with the City's standard drawing required for the development of public parking lots.
 - c. Lessee shall design and develop a paved _____ foot (___') wide bike/pedestrian pathway from the westerly terminus of the existing Canyon Rim Trail, westerly across the entire canyon rim to the westerly boundary of the leased premises, and from the southerly terminus of the leased premises, north along the east side of the roadway described above, connecting to the Canyon Rim Trail.
 - d. Lessee shall construct fencing, as designated by the Lessor, along both the easterly and westerly boundaries of the leased premises, and along such portions of the canyon rim as designated by the Lessor.
 - e. The design of the improvements described above must be submitted to the Lessor for approval in writing prior to construction. Lessor shall have the right to inspect and conduct testing during any/all phases of the development.
2. Use of the leased premises shall be restricted to the Lessee and its contractors. The Lessee shall not sell tickets for admission onto the leased premises, or otherwise permit the public on the leased premises, for any reason whatsoever, including to view the Event.
3. In promoting the event contemplated in this Lease, Lessee agrees that Lessor is neither participating in nor sponsoring the event. Lessee shall never represent to the public or otherwise that the Lessee is participating in or sponsoring the event, nor use the Lessee's logo in any advertising or promotion.

4. Portable toilets and trash cans on site during the event.
5. Lessee shall reimburse the Lessor for staff time expended in the preparation and administration of this Lease Agreement. The term “staff time” means the fully burdened cost to the Lessee, including all benefits, taxes, etc. Lessee agrees to bill Lessor for this staff time on a regular basis. Lessee agrees to pay each bill within fifteen (15) days of the billing date.
6. Upon approval of the Lessee’s plan as provided for in Phase 1, Lessee shall prepare a good faith estimate of the additional law enforcement costs to be incurred by Lessee as a result of the Event. Lessee shall deposit with Lessor the full amount of this estimate within fifteen (15) days of receipt of said good faith estimate. Lessor shall document all actual costs of additional law enforcement related to the Event. If Lessor’s actual additional law enforcement costs are less than the estimated costs, Lessor shall return the difference between the deposit and the actual cost, within fifteen (15) days of making a final accounting. If the Lessor’s actual additional law enforcement costs are more than the estimated costs, Lessee shall pay Lessee the difference between the estimated costs and the actual costs within fifteen (15) days of receipt billing from Lessor.
7. Other special terms and conditions.

ATTACHMENT B – LEGAL DESCRIPTION

EXHIBIT A

LEGAL DESCRIPTION (North Portion) [#1]

A parcel of land located in Government Lots 8 and 9 of Section 35, Township 9 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, and more particularly described as follows:

Commencing at a found brass cap monumenting the Southeast Corner of said Section 35 from which a brass cap monumenting a Meander Corner common to Sections 35 and 36 bears North 00°00'28" East, 2498.84 feet;

THENCE North 89°52'20" West along the south boundary of said Government Lot 9 for a distance of 329.11 feet;

THENCE North 05°25'12" West (Deed Bearing - North 05°25'00" West) for a distance of 180.78 feet to the POINT OF BEGINNING;

THENCE North 05°25'12" West (Deed Bearing - North 05°25'00" West) for a distance of 1,515.01 feet to a found 1/2 inch rebar & cap (LS-889);

THENCE North 24°25'07" West (Deed Bearing - North 24°28'30" West) for a distance of 400.01 feet (Deed Distance - 400.16 feet) to a point on the southerly rim of the Snake River Canyon;

THENCE along the southerly rim of the Snake River Canyon on the following courses:

North 69°34'21" East for a distance of 49.16 feet;

South 80°30'23" East for a distance of 88.97 feet;

South 78°40'51" East for a distance of 186.33 feet;

North 70°32'10" East for a distance of 70.90 feet;

North 83°31'21" East for a distance of 89.67 feet;

North 85°14'10" East for a distance of 47.14 feet;

North 82°38'18" East for a distance of 52.05 feet;

North 88°06'30" East for a distance of 68.42 feet;

South 55°32'00" East (Deed Bearing - South 55°57'42" East) for a distance of 18.76 feet (Deed Distance - 18.98 feet) to a found 5/8 rebar;

THENCE South 00°00'28" West (Deed Bearing - South 00°00'55" West) leaving the southerly rim of the Snake River Canyon and along the easterly boundary of said Section 35 for a distance of 49.31 feet;

THENCE North 88°56'21" West for a distance of 131.74 feet;

THENCE South 82°17'21" West for a distance of 100.43 feet;

THENCE South 76°18'42" West for a distance of 150.14 feet;
THENCE South 08°30'09" West for a distance of 212.68 feet;
THENCE South 13°39'08" West for a distance of 111.05 feet;
THENCE South 05°25'12" East for a distance of 108.18 feet;
THENCE North 82°43'22" East for a distance of 132.00 feet;
THENCE South 00°00'00" East for a distance of 371.43 feet;
THENCE South 83°07'10" West for a distance of 96.88 feet;
THENCE South 05°25'12" East for a distance of 990.74 feet;
THENCE North 89°53'01" West for a distance of 50.23 feet to the POINT
OF BEGINNING.

Said parcel contains 4.68 acres, more or less.

Record bearings and distances reference Instrument Numbers 2007-019907
and 2007-19908 Twin Falls County Records.

EXHIBIT B

LEGAL DESCRIPTION (South Portion) [#2]

A parcel of land located in part of Government Lot 9 of Section 35, Township 9 South, Range 17 East and part of Government Lot 1 and the Southeast Quarter of the Northeast Quarter of Section 2, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, and more particularly described as follows:

Commencing at a found 5/8 inch rebar monumenting the East Quarter Corner of said Section 2 from which a brass cap monumenting the Northeast corner of said Section 2, bears North 00°10'40" East, 2671.65 feet;

THENCE North 00°10'40" East along the easterly boundary of said Section 2 for a distance of 1,301.68 feet;

THENCE North 89°49'20" West for a distance of 25.00 feet to a point on the westerly prescriptive easement line of Hankins Road and being the POINT OF BEGINNING;

THENCE North 89°49'20" West for a distance of 14.00 feet to a point on a nontangential curve left;

THENCE northwesterly 47.43 feet along a curve to the left having a radius of 30.00 feet, delta angle of 90°34'51", and a long chord bearing North 45°06'46" West for a distance of 42.64 feet;

THENCE South 89°35'49" West for a distance of 111.46 feet;

THENCE North 12°29'43" West (Deed Bearing - North 12°27'14" West) for a distance of 136.86 feet to a found 1/2 inch rebar and cap (LS-889);

THENCE North 05°25'12" West (Deed Bearing - North 05°25'00" West) for a distance of 1,393.85 feet;

THENCE South 89°53'01" East for a distance of 50.23 feet;

THENCE South 05°25'12" East for a distance of 1,385.92 feet;

THENCE South 12°29'43" East for a distance of 64.71 feet;

THENCE North 89°35'49" East for a distance of 122.13 feet to a point on the westerly prescriptive easement line of Hankins Road;

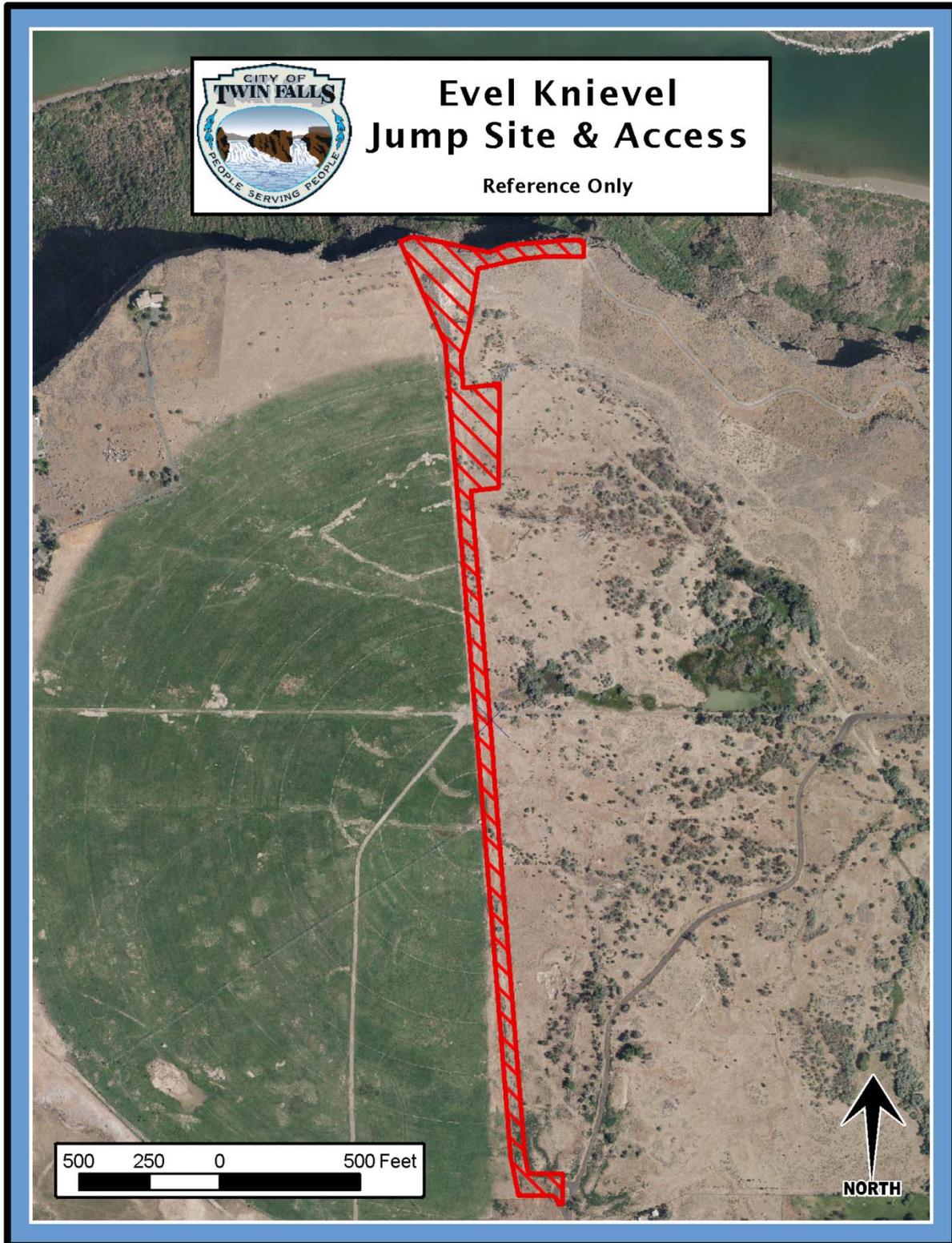
THENCE South 00°10'40" West along the westerly prescriptive easement line of Hankins Road for a distance of 108.45 feet to the POINT OF BEGINNING.

Said parcel contains 1.97 acres, more or less.

Record bearings and distances reference Instrument Number 2007-019907 Twin Falls County Records.



ATTACHEMENT C – AERIAL MAP



ATTACHMENT D -

DRAFT