

**COUNCIL MEMBERS:**

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



**AMENDED AGENDA**  
**Meeting of the Twin Falls City Council**  
**Monday, January 13, 2014**  
**City Council Chambers**  
**305 3<sup>rd</sup> 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**

**GENERAL PUBLIC INPUT**

AGENDA ITEMS	Purpose	By:
<b>I. <u>CONSENT CALENDAR:</u></b> <b><u>OLD BUSINESS:</u></b> 1. Consideration of a request to approve the December 23, 2013, City Council Minutes.	Action	<u>Staff Report</u>
<b>I. <u>CONSENT CALENDAR:</u></b> <b><u>NEW BUSINESS:</u></b> 1. Consideration of a request to approve the accounts payable for January 7 – 13, 2014. 2. Consideration of a request to approve a Beer and Wine License for Maverick Inc. #492 located at 883 Blue Lakes Blvd.	Action Action	Sharon Bryan Sharon Bryan
<b>II. <u>ITEMS FOR CONSIDERATION:</u></b>  1. Consideration of a request to adopt Ordinance 3059, amending City Code 3-18 regarding City issued permits for mobile food concessions.  2. Presentation on the use of Synthetic Turf to meet City landscape requirements.  3. Consideration of a request to accept the bid from Boise Mobile Equipment for a Spartan Gladiator - Custom Pumper at the total bid price of \$425,765.00.  4. 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>  5. General update on Canyon Jump process to include public safety and possible compensation.  6. Public input and/or items from the City Manager and City Council.	Action  Presentation  Action  Discussion  Update	Mitchel Humble  Dennis Bowyer  Ron Clark  Council  Travis Rothweiler Brian Pike
<b>III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u></b>		
<b>IV. <u>PUBLIC HEARINGS:</u> 6:00</b> 1. Request for a Zoning Title Amendment to amend Twin Falls City Code Title 10; Chapter 7; Section 6(a), to reduce the front yard building setback to 52' from centerline on Bridgeview Boulevard from Blue Lakes Boulevard North to Pole Line Road East.  2. <del>Request for a Zoning Title Amendment to amend Twin Falls City Code 10-9-9(K)- Real Estate Signs, to allow temporary real estate open house signs in the public right-of-way under specific conditions.</del> <b>WITHDRAWN BY THE APPLICANT. TO BE RESCHEDULED.</b>	PH  PH	Jon Spendlove  Jon Spendlove
<b>V. <u>ADJOURNMENT:</u></b>		

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

### **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.**

**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  
**December 23, 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:
<b>I. CONSENT CALENDAR:</b> 1. Consideration of a request to approve the accounts payable for December 16 – 23, 2013. 2. Consideration of a request to approve the November 25, 2013, City Council Minutes. 3. Consideration of a request to approve the Roadway Construction and Maintenance Agreement for Fillmore Street between Canyon Springs Road and Blue Lakes Blvd., with Canyon Park Development, LLC.	<u>Action</u>	<u>Staff Report</u> Sharon Bryan Leila Sanchez Troy Vitek
<b>II. ITEMS FOR CONSIDERATION:</b> 1. Consideration of a request from Doris Ryall to purchase a portion of City owned lot located at 2617 Paintbrush Drive. 2. Consideration of a request to initiate a Special Use Permit Application for a new tourist information center to be located on property the City leases from the Idaho Transportation Department and operated by the Chamber of Commerce. 3. Discussion of estimates of development costs for the Evel Knievel jump site. 4. Update of security plans for the canyon jump that may be taking place in 2014. 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> 6. Public input and/or items from the City Manager and City Council.	Action  Action  Discussion  Update  Discussion	Doris Ryall / Jonathan Spendlove  Jonathan Spendlove  Dennis J. Bowyer  Brian Pike  Travis Rothweiler Fritz Wonderlich
<b>III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</b>		
<b>IV. PUBLIC HEARINGS: 6:00 OR None</b>		
<b>V. ADJOURNMENT:</b>		

***\*Any person(s) needing special accommodations to participate in the above noticed meeting should contact Leila Sanchez at (208) 735-7287 at least two working days before the meeting.***

**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, Parks & Recreation Director Dennis Bowyer, Police Chief Brian Pike, Assistant City Engineer Troy Vitek, Staff Engineer Jonathan Spendlove, 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: None**

**PROCLAMATIONS: None**

#### **AGENDA ITEMS**

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

1. Consideration of a request to approve the accounts payable for December 16 – 23, 2013, \$796,520.35 December 20, 2013, total: \$117,261.79
2. Consideration of a request to approve the November 25, 2013, City Council Minutes.
3. Consideration of a request to approve the Roadway Construction and Maintenance Agreement for Fillmore Street between Canyon Springs Road and Blue Lakes Blvd., with Canyon Park Development, LLC.

##### **MOTION:**

Councilperson Hawkins made the motion to approve the consent calendar as presented. The motion was seconded by Councilperson Barigar.

Councilperson Mills Sojka stated that on page 3 of the November 25, 2013, City Council Minutes, reference is made to bond hearings and sentencing hearing, and it was unsure of the County prosecutor's practices, so she emailed the Twin Falls County Prosecutor Grant Loeb, and she wanted to share with the Council Grant Loeb's response. Grant Loeb clarified that, "My office policy, which upon checking I have found is being complied with, is that every DUI, every crime of violence, and every crime with a victim requires that a prosecutor represent the State before the judge during sentencing. In addition, of course, we attend every sentencing in cases we amend from felonies. There are also many other cases with special circumstances which require our attendance. In addition, it should be noted that when victims are involved my victim coordinator also attends these hearings to support the victim. Failure to participate in these hearings, in my view, denies victims and the public the advocacy of the only person in the system charged to look out for their interests. It may be, as you say, that the judges often ignore our recommendations. If that is the case, the fault is with them. It is our experience, though, that our input is often valued and frequently effects their decisions. He said a similar issue with bond arguments.

City Attorney Wonderlich stated that this was an email that he received from Grant Loeb. He stated that Wakefield & Wonderlich are attending all bond hearings, arraignments and sentencing hearings.

Councilperson Mills Sojka referred to the Consent Calendar item: Consideration of a request to approve the Roadway Construction and Maintenance Agreement for Fillmore Street between Canyon Springs Road and Blue Lakes Blvd., with Canyon Park Development, LLC. She referred to page 2, regarding the quality of the material to be laid. She asked who would be inspecting the quality of the material used.

Assistant to the City Engineer Vitek stated that the City was involved in the constructing of the road and it is understood that the road is to be built to City standards.

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

##### **II. ITEMS FOR CONSIDERATION:**

1. Consideration of a request from Doris Ryall to purchase a portion of City owned lot located at 2617 Paintbrush Drive.

A spokesperson on behalf of Ms. Doris Ryall stated that the owned lot is located at 2633 Paintbrush Drive. She explained that Ms. Ryall's house is on the market and the potential buyers found that part of the property is now on City property. Ms. Ryall's fence and concrete pad actually encroached onto the City's retention lot, Lot 1.

Ms. Ryall stated that when she purchased the home she went through a title company and assumed everything was as it should be and she was not told of the discrepancy.

Staff Engineer Spendlove explained the request. In 2000, the home was sold to Doris Ryall. In 2003, the City acquired Lots 1 and 8. The City has owned and maintained these two retention ponds since that time. Ms. Ryall's realtor contacted City staff and inquired about the various options regarding how to deal with the encroachment. In that conversation, the realtor asked if Ms. Ryall could purchase the easternmost 7' of the City's property so that the fence and pad would then be located on her lot.

Staff Engineer Spendlove discussed the process to dispose of excess 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. If the property is proposed to be sold to a private entity, that disposal method is through public auction. An auction will be published indicating the property is for sale. If no bids are received the Council can direct that the City sell the property through a non-auction process. He further discussed that a split of the City property needs to occur in order for the City to dispose of it and he explained the process. The City owns several properties where adjacent private property improvements have encroached onto City's property. The City Engineer's concern was that the intended purpose of the City's lot is for storm water retention.

City Attorney Wonderlich stated that title companies do not survey properties. An alternative solution would be to allow a temporary encroachment easement to allow until such time the City needs to expand the retention basin.

Discussion followed.

- Building inspection and setback requirements

Staff Engineer Spendlove explained that the building meets the setback of 7' in an R-2 Zone. Concrete, outbuildings or accessory buildings under 120 sq. feet. are not inspected.

Walt Hess stated that the potential buyers are not satisfied with a temporary easement and are requesting a permanent easement.

- Process of abandonment of city property
- Storm water retention capacity requirements

City Attorney Wonderlich stated the Council may grant a permanent encroachment or a temporary encroachment.

Assistant City Engineer Vitek stated that the City Engineer is concerned that the City is approaching a population of 50,000, and may be required to meet the new requirement of additional storm water retention capacity.

City Manager Rothweiler stated a solution may be to place a permanent easement with the purposes of going through the transfer of the property.

Gene Bright, prospective buyer, explained his intent for the property if he chooses to purchase the property.

Discussion followed.

**MOTION:**

Councilperson Munn made the motion to grant a permanent encroachment easement at 2633 Paintbrush Drive. The motion was seconded by Councilperson Talkington.

- Ramifications of setting a precedent of granting an easement on an encroachment of city owned property
- Responsibility of property taxes
- Auction process
- Grant as excess of property
- Conveyance of property

Councilperson Munn made a modification to his motion to have the City proceed with the intent to dispose of the property in accordance with Idaho Code Title 50 Section 1402. Councilperson Talkington seconded his motion.

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

City Manager Rothweiler stated that staff will check for City owned properties that individuals have built on.

City Attorney Wonderlich stated that he will prepare a permanent encroachment easement for the property owner. A resolution for adoption will be brought to the City Council on January 6, 2014, declaring the City's intent to dispose of real property and setting a date for a public hearing.

Councilperson Barigar stepped down at 5:49 p.m. Shawn Barigar, Chamber President and CEO, will present the following agenda item.

2. Consideration of a request to initiate a Special Use Permit Application for a new tourist information center to be located on property the City leases from the Idaho Transportation Department and operated by the Chamber of Commerce.

Staff Engineer Spendlove explained the request. The Chamber has been working for several years to find a way to replace the current Visitor Center that will allow the center to be operated year-round with indoor restroom facilities and full time staff. The Chamber is finally now able to move forward with their plan and begin the process to construct the new, expanded, and updated tourist information center.

The property is zoned "OS - Open Space." In the OS district, a tourist information center is a permitted use upon approval of a Special Use Permit (SUP). The current information center is proposed to be expanded by more than 25%, causing the need for a new SUP to be approved prior to the City issuing a building permit. City Code states that only a property owner or lessee can submit an application for a SUP on a property. Since the property is owned by ITD and leased by the City, the Chamber is neither the owner nor the lessee. Either ITD or the City needs to be the applicant in order to proceed with a SUP application. Idaho Transportation Department (ITD) has tentatively agreed to lease the property to the Chamber and has provided a draft lease agreement for the Chamber Board to review.

Approval of this request will authorize the City to submit an application for a Special Use Permit as described above. Following approval, City staff will begin working with the Chamber to draft an agreement regarding the continued maintenance and public use of the trail and trail head facilities.

Staff recommends that the Council approve the request from the Chamber of Commerce and authorize the Special Use Permit application for a new tourist information center.

CEO Barigar explained that the Chamber has not determined specific details of moving forward on the project. The Chamber over the past nine years has discussed the visions and thoughts of the facility and now are at a point where they have a more realistic opportunity to move forward, but the project requires a significant capital funding campaign and a design to move forward in the process. The Special Use Permit could move forward even if the Chamber is unable to start building. The Chamber's concern is moving forward with changing the lease with the State and then being unable to build the facility, making the Chamber responsible for maintenance of the entire area. The maintenance cost to the Chamber is somewhat higher than what the City is paying ITD. A draft lease has been received from ITD but there are specific conditions that outline maintaining public access to the pedestrian and bike pathways. City staff discussed that it may be easier to inject the specific conditions into the lease with the State instead of having a separate agreement with the City.

Discussion followed.

- Visitor's Center constructed in the late 1980's by the Magic Valley Builder's Association in partnership with the Chamber of Commerce
- Restrooms built with a grant received through the Parks & Recreation Department
- Parking lot area improvements and requirements
- Timeline of a Special Use Permit is six months

**MOTION:**

Councilperson Talkington made the motion to have the City proceed with the process for the Special Use Permit for the new tourist information center located on property the City leases from Idaho Transportation Department and the City leases to the Chamber of Commerce. The motion was seconded by Vice Mayor Hall. Roll call vote showed Councilpersons Hall, Hawkins, Lanting, Munn, Mills Sojka and Talkington voted in favor of the motion. Councilperson Barigar abstained. Approved 6 to 0.

Discussion of estimates of development costs for the Evel Knievel jump site.

Parks & Recreation Director Bowyer explained the estimated development costs as requested by the City Council:

Access road from the end of Hankins to the jump site	\$875,000 – Road
10' walking/bicycle trail adjacent to the above access road	\$275,000 – Trail, north south section
Fencing along both sides of the access road	\$130,000 – Fencing, both sides
Parking lot directly south of the jump site	\$185,000 – Parking Lot
Canyon Rim trail along the rim of the property	\$51,000 – Trail, canyon rim section
Restroom/souvenir building near the jump site	\$365,000 – Restroom/souvenir building
Landscaping	\$8,000 – Landscaping

**\$1,889,000 – Total Estimated Cost**

Discussion followed.

- Consider RV turnaround, buses in design of parking lot
- Curb and gutter requirements
- Septic tank in the area of impact

Assistant City Engineer Vitek stated that curb and gutter is not required at this location. He also stated that City Engineer Fields stated her concern of subsurface rock. The septic tank would be acceptable at the location.

- Alternative to restroom may be porta-potties
- Jumper may find it necessary to make improvements to roadway which will be required to be built to City standards
- Improvements to the trail on the Canyon Rim section
- Gun range road has been paved
- Public access for public safety

City Manager Rothweiler stated that he will share the list with Mr. Simmons and Beckley Media for negotiations and will bring back to the Council what is equitable for the City and Beckley Media.

Public input:

Victoria Wakewood stated that the area at the end of Hankins road is gated and asked the possibility of public access.

City Attorney Wonderlich stated that the roadway on the City property is not developed. The subdivision is developed but is private property and is only available to the Fire and Police Departments.

3. Update of security plans for the canyon jump that may be taking place in 2014.

Chief Pike stated that on December 19, 2013, he and Captain Anthony Barnhart had a conference call with Rob Woodruff, the Event Director of Beckley Media. Discussion was made on site security and traffic management plans for the Twin Falls side of the canyon. Rob Woodruff stated that the area would not be open to the public but they would like to have sponsors at the jump site. A meeting will be held with January 9, 2014, with the Public Safety Team.

Discussion followed.

- Council field trip to the jump site
- Involvement of public safety entities

Chief Pike stated that he provided Rob Woodruff a list of an executive group of police chiefs, sheriffs and all the primary individuals involved with the event.

- Beckley Media is responsible to develop a public safety plan and executing the event

Councilperson Barigar stated that his concern that Beckley Media has not submitted their safety and security plans.

Public input.

Katie Breckenridge, Picabo, stated that she owns 13 acres on the Jerome side of the canyon. She and Rob Struthers are offering access to their property that is .2 miles from the jump site for first responders and other individuals who need a safe spot. She asked if the public can be kept off of public lands. She stated she would like to be part of the planning process.

Roger Morley, Jerome County Commissioner, stated that the County of Jerome has not been approached by Beckley Media. He stated his concern of public safety. He urged the City of Twin Falls to contact Jerome.

City Manager Rothweiler stated that he understood that Rod Woodruff met with Jack Johnson, Chief Deputy for Jerome County on December 16, 2013. He stated that he would encourage Beckley Media to contact Jerome County Commissioners.

Recess: 6:42 p.m.

Reconvened at 6:46 p.m.

4. 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.*

City Manager Rothweiler stated that the draft lease agreement has been forwarded to Jerome County, Twin Falls Prosecutor Grant Loeb, and representatives with Beckley Media. ICRMP, the City of Twin Falls general liability insurance carrier, has reviewed the first draft and staff has incorporated ICRMP's suggestions. Compensation, detailed traffic and safety plan, and a strategy to cover prosecution will be included in the lease. Rod Woodruff is coordinating the security portion of the event for Beckley Media and discussion was made on insurance and the ability to capture insurance. The amounts listed are the same amounts requested by the State and terms of their lease and it is appropriate to list the City of Twin Falls as additionally assured. Staff is seeking Council guidance.

City Attorney Wonderlich stated that the meat of the draft lease is in Section 2: A. Phase 1 – Planning and Permitting, B. Phase 2 – Staging or Performance of the Event, C. Phase 3 – Reclamation Plan. The applicant must get through Phase 1 prior to proceeding with Phase 2 of the plan. Staff is requesting Council direction on whether to allow or prohibit sublease and assignment.

Discussion followed.

- Preserving the historical jump site
- Consideration to a monetary lease rate during the planning stage if the event does not happen
- Insurance claims for property damage (Twin Falls side only)
- Bonding coverage (Twin Falls side only)

Councilperson Barigar stated that the State lease is \$25,000 a year whether an event occurs or not, and the State receives 5% of the take of the event and will be paid 3% of the residuals and perpetuity. He recommended requiring a good faith payment in addition to the City being compensated for the time spent on the event.

- Crime as a result of the event

City Manager Rothweiler stated the City is trying to prevent an inundation of the court system as a result of this event occurring in Twin Falls. Staff will be meeting with County Prosecutor Grant Loeb to provide some level of guidance.

Mayor Lanting stated that Beckley Media is planning to sell the event for \$10,000,000, making the State's lease royalty \$500,000. The \$500,000 does not include what Beckley Media paid for the lease.

- Royalties and residual compensation (pros and cons)
- Broadcast partnership
- Promoting the community and brand of the City and the region

Public input.

Victoria Wakewood stated she lives in the area the event will take place and would like to see that the integrity of the neighborhood is maintained.

Mr. Morley, Jerome County Commissioner, stated for clarification that the County of Jerome has 17 years left on the BLM lease.

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

City Manager Rothweiler stated for clarification that the City owns the title where Fire Station 2 is located.

The January 6, 2014, City Council Meeting will begin at 4:00 p.m. to tour the City Communications Center.

On January 13, 2014, an Open House and Ribbon Cutting will be held for the City's Public Works Building, located at 119 South Park Avenue West.

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

**IV. PUBLIC HEARINGS: 6:00 OR None**

**V. ADJOURNMENT: The meeting adjourned at 7:15 p.m.**

Leila A. Sanchez  
Deputy City Clerk/Recording Secretary



**Date:** January 13, 2014, City Council Meeting

**To:** Honorable Mayor and City Council

**From:** Sharon Bryan, Deputy City Clerk

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Request:

Approval of a Beer and Wine License for Maverick Inc. #492 at 883 Blue Lakes Blvd.

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 on the condition they get there State License.

Attachments: Alcohol License Application



### ALCOHOL LICENSE APPLICATION

BUSINESS NAME Maverik Inc. STATE LICENSE # \_\_\_\_\_  
 (Please attach a copy of your state license)  
 DOING BUSINESS AS Maverik Inc. # 492  
 BUSINESS ADDRESS 883 Blue Lake Blvd, Twin Falls, ID 83301  
 LEGAL DESCRIPTION OF PLACE OF BUSINESS Convenience store / Gas station  
 Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision \_\_\_\_\_  
 MAILING ADDRESS 880 W. Center St., North Salt Lake, UT 84054  
 CONTACT PERSON Utahna Archuleta PHONE # 801-683-3628

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

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 \$ 250.00. (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: Please see Attached ADDRESS: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE OF INCORPORATION OR ORGANIZATION 7/8/1959

PLACE OF INCORPORATION OR ORGANIZATION AFTON, WYOMING

PRINCIPAL PLACE OF BUSINESS IN IDAHO 883 Blue Lakes Blvd., Twin Falls, ID 83301

OWNER OF PREMISES (Please Print) Maverik Inc.

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

\*\*\*\*\*

(IF A PARTNERSHIP, ALL PARTNERS NEED TO SIGN)

SIGNATURE OF APPLICANT [Signature]

NAME (Please Print) Troy Child BIRTHDATE: 5-28-1970

RESIDENCE OF APPLICANT 938 White Birch Ave. Twin Falls, Id. 83301

LENGTH OF RESIDENCE IN IDAHO 6 years

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 8<sup>th</sup> day of January, 2014.



Kathleen A. Touchette

Notary Public for Idaho  
Residing at: TWIN FALLS ID  
Notary Expiration Date: 10-28-15

\*\*\*\*\*

### CITY STAFF USE ONLY:

\*\*\*\*\*

**APPROVALS:**

PLANNING AND ZONING: Yes  No  DATE: 1/8/14

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

POLICE DEPT: Yes  No  DATE: 01-09-14

COMMENTS: Out Bent  
\_\_\_\_\_  
\_\_\_\_\_

CITY CLERK: Yes  No  DATE: 1/9/14

COMMENTS: on condition they get  
State License #B  
\_\_\_\_\_  
\_\_\_\_\_

**ADVENTURE'S FIRST STOP**



MAVERIK, INC

880 West Center Street

North Salt Lake City, UT

Phone: (801)936-5557 Fax: (801)936-1406

**OFFICERS**

**Thomas K. Welch**

President, CEO  
PO Box 982193  
Park City, UT 84098  
SS# 528-48-1661  
D.O.B. 09/04/44  
Home: 801-243-1723  
Taking office: 9/12/2013

**DeAnn L. Brunts**

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44 South Main #C-6  
North Salt Lake, UT 84054  
SS#496-74-6860  
D.O.B. 03/11/62  
Home: 801-683-3636  
Taking office: 10/16/2012

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82 E. Peachtree Drive  
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4 Dartmoor Lane  
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6574 State Line Rd  
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502 South Koenigheim  
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D.O.B. 05/31/63  
Home: 325-716-9097  
Taking office: 5/30/2008

## Sharon Bryan

---

**From:** Renee Carraway  
**Sent:** Wednesday, January 08, 2014 3:46 PM  
**To:** Sharon Bryan; Jonathan Spendlove; Kelly Weeks  
**Subject:** RE: Alcohol License - Maverik

*P&Z does not have any issues with Maverik selling beer and/or wine onsite. Thanks Sharon.*

---

**From:** Sharon Bryan  
**Sent:** Wednesday, January 08, 2014 3:39 PM  
**To:** Renee Carraway; Jonathan Spendlove; Kelly Weeks  
**Subject:** Alcohol License - Maverik

Maverik, Inc. #492 at 883 Blue Lakes Blvd has applied for a Beer and Wine license. Do you have any problems with this being approved?

Sharon Bryan  
Deputy City Clerk  
City of Twin Falls  
P.O. Box 1907  
Twin Falls, ID 83303

[sbryan@tfid.org](mailto:sbryan@tfid.org)  
(208)735-7245



**Date:** Monday, January 13, 2014  
**To:** Honorable Mayor and City Council  
**From:** Mitchel Humble, Community Development Director

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**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 5 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 was prepared and presented to the Council at their 01/06/14 meeting. At this meeting, the Council directed staff to make several specific modifications and re-schedule the ordinance for consideration. We have made the modifications as directed. The revised ordinance is attached and ready for the Council's consideration. The revised ordinance includes the following changes:

1. 3-18-3(A): changed the 20 day permit turn-around time to 10 business days
2. 3-18-4(A): struck the requirement for a food truck to be accessory to another use on the property
3. 3-18-4(B): split former paragraph B into several sections
  - a. New (B): a public health permit is required
  - b. New (C): a City food concessionaire permit is required
  - c. New (C), 1: annual permits
  - d. New (C), 2: 10 business day application turn-around
  - e. New (C), 3: permit fee of \$100
  - f. New (C), 4: application to include site plan and property owner permission, the detailed site plan with list of what to include and the access to restrooms have been removed
  - g. New (C), 5: application to include trash, wastewater, and grease disposal plan
4. 3-18-4(C): the former (C) dealing with locations of lots with existing permanent businesses has been removed
5. 3-18-4(D): the new (D) establishes setbacks for food trucks, was included in the former (B)
6. 3-18-4(E): the new (E) prohibits drive-throughs, was included in the former (B)
7. 3-18-4(F): the new (F) electrical connection approval, was included in the former (B)
8. 3-18-4(G): the remaining items in 3-18-4 from (G) to (M) have only changed in their numbering, they were the former (D) to (J)

The ordinance has been revised 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 and again on 01/06/14, like ensuring that mobile food units do not permanently locate somewhere and never move. 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:**

Proposed Ordinance No. 3059

ORDINANCE NO. 3059

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 REORGANIZING 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 ten (10) business ~~twenty (20)~~ days in advance of the issuance of such permit. The City Clerk shall charge twenty five one hundred ~~twenty five~~ dollars (\$25.00-\$100.00) for each quarterly annual ~~quarterly~~ 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 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.
- (C) A City permit must be obtained prior to operation of a food concessionaire on private property.
  1. All permits shall be issued on an annual basis.
  2. Application for such permit shall be made on a form supplied by the City Clerk ten (10) business days in advance of the issuance of such permit.
  3. The City Clerk shall charge one hundred dollars (\$100.00) for each annual food concession permit.
  4. The application must include a site plan and written permission from the property owner to allow the operation of the concession. All site plans shall be reviewed by the Planning and Zoning Department.
  5. The application shall include a detailed description, including copies of contracts, for the disposal of trash, wastewater and grease.
- (D) Minimum setbacks shall be the same as for buildings.
- (E) Drive throughs shall not be permitted.
- (F) Any electrical connections shall be first approved by the City's electrical inspector.
- (G) 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.

- (H) 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.
- (I) 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.
- (J) Hours of operation shall be limited to the hours between 7:00 AM and 10:00 PM. Extended hours of operation may be authorized upon approval of a Special Use Permit.
- (K) 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.
- (L) 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.
- (M) 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.

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Don Hall, MAYOR

ATTEST:

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DEPUTY CITY CLERK



## Monday January 13, 2014 City Council Meeting

**To:** Honorable Mayor and City Council

**From:** Dennis J. Bowyer, Parks & Recreation Director

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### **Request:**

Presentation on the use of Synthetic Turf to meet City landscape requirements.

### **Time Estimate:**

Hailey Barnes representing Final Cut Synthetic Turf will take approximately 15 minutes. Following the presentation, we expect some time for questions and answers.

### **Background:**

Early this year, Hailey Barnes asked if the City allows synthetic turf to be used for the landscaping requirements in all types of development. City Code is not very clear whether or not synthetic landscaping is permitted to meet minimum landscape requirements. City Code specifies landscape area requirements and tree and bush counts, but it doesn't outright say that landscaping materials have to be living materials. In fact, grass is not always required and in many instances gravel has been installed in planter areas. Gravel is certainly not a living material. However, the Code appears to assume that landscaping will be living materials. There are statements about the size of a tree "when planted" that assumes the size will later change. Therefore, the initial staff position was that required landscaping should be provided with living or traditional materials, allowing mulch or gravel in planter areas as ground cover. Having made that determination, we were intrigued by the idea of synthetic landscaping. The Code does allow the City to approve alternative landscape plans to allow innovation. We suggested to Hailey that she make a presentation to the Parks & Recreation Commission and the Planning & Zoning Commission to get their input on the question.

Hailey gave a presentation to the Parks & Recreation Commission at their May meeting. She discussed with the Commission the different types of the synthetic turf; how it is cleaned; how it is installed; water filtration of the product; and the price range to purchase and install the synthetic turf. In the synthetic turf industry, there are standards for the synthetic turf and installation of the product.

Staff told the Commission this is a zoning issue but wanted some input from them. After a lengthy discussion, the Commission recommended that the City review and clarify the existing City Code requirements on landscaping to include alternative grass like products as an option. The motion was approved by a 5 to 2 vote.

Hailey presented to the Planning and Zoning Commission at their June meeting. Hailey discussed in detail the benefits for the synthetic turf, how it is installed, estimated cost of installation, estimated cost of maintenance, and the water conservation it could provide. Hailey provided examples of the synthetic turf for the Commission. Hailey explained the life expectancy of the synthetic turf is approximately 20 years, the installation warranty is one (1) year and the manufacturer has an eight (8) year warranty on the product.

The Planning & Zoning Commission unanimously approved for City staff to review the product and specific applications for use of the product. Attached are the staff report and minutes from the meeting.

Hailey will have a variety of product samples of the synthetic turf to show the Council.

**Approval Process:**

None, this is only a presentation.

**Budget Impact:**

None

**Regulatory Impact:**

If the City Council directs staff to allow synthetic turf to be an approved alternate landscaping option, a policy can be written that allows synthetic turf as an option for the landscaping requirements; or modifications to the City Code can be made.

**Conclusion:**

This is only a presentation that the Council requested.

**Attachment:**

Photos of Sites with Synthetic Turf – Taken January 3, 2014

June 8, 2013 P & Z Staff Report – Synthetic Turf

June 8, 2013 P & Z Minutes



260 Falls Avenue – across from the College of Southern Idaho





Mary Alice Park in the 400 block of Main Avenue North



Mary Alice Park in the 400 block of Main Avenue North



**CORRECTED MINUTES**  
Twin Falls City Planning & Zoning  
Commission  
**June 11, 2013-6:00 PM**  
City Council Chambers  
305 3<sup>rd</sup> Avenue East Twin Falls, ID 83301

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**PLANNING & ZONING COMMISSION MEMBERS**

**CITY LIMITS:**

Nikki Boyd Jason Derricott Tom Frank Kevin Grey Gerardo "Tato" Munoz Chuck Sharp Jolinda Tatum  
**Chairman**

**AREA OF IMPACT:**

Lee DeVore Steve Woods

**Vice-Chairman**

**CITY COUNCIL LIAISON**

Suzanne Hawkins Rebecca Mills Sojka

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**ATTENDANCE**

**PLANNING & ZONING MEMBERS**

**PRESENT:**

Boyd  
Derricott  
Frank  
Grey  
Munoz  
Sharp

**ABSENT:**

**AREA OF IMPACT MEMBERS**

**PRESENT:**

DeVore  
Woods

**ABSENT:**

**CITY COUNCIL MEMBERS PRESENT:** Hawkins

**CITY STAFF PRESENT:** Carraway, Spendlove, Strickland, Vitek, Wonderlich

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**AGENDA**

**I. CALL MEETING TO ORDER:**

1. Confirmation of quorum
2. Introduction of Staff

**II. CONSENT CALENDAR:**

1. Approval of Minutes from the following meeting(s): **May 14, 2013 & May 29, 2013**
2. Approval of Findings of Fact and Conclusions of Law:  
Moffitt-(SUP 05/29/13) Wills Motor Company (SUP 05/29/13)  
Golay-(SUP 05/29/13) Velasquez Enterprises, Inc (SUP 05/29/13)  
Flatco (SUP 05/29/13)

**THE FOLLOWING ITEM HAS BEEN WITHDRAWN AND IS NOT RESCHEDULED AT THIS TIME:**

1. Request for a Zoning Title Amendment to amend 10-4-8.3 (D) 1 to allow a *porte-cochere* within the required building setback c/o Bridgeview Estates (app. 2576) **WITHDRAWN**

**III. ITEMS OF CONSIDERATION:**

1. Reactivation of Special Use Permit #1153, granted on July 28, 2009 to Lisa McClain for the purpose of operating a drive through coffee shop on property located at 778 Falls Avenue, c/o Lisa McClain. (app. 2321)
2. Presentation on a proposal for consideration of an alternative landscape material by Hailey Barnes.

**IV. PUBLIC HEARING ITEMS**

1. Request for a Special Use Permit to operate an automobile and pickup retail sales business on property located at 347 Washington Street North c/o Michael Leung (app.2575)

2. Request for Special Use Permit to serve alcoholic beverages for consumption on-site in conjunction with a restaurant on property located at 1563 Fillmore Street, Unit 1B c/o Teodora Caffè, LLC (app. 2577)
3. Request for a Special Use Permit to operate a religious facility on property located at 136 2<sup>nd</sup> Avenue South c/o Church on a Mission (app.2578)
4. Request for Special Use Permit to operate a motorcycle, ATV, and snowmobile repair shop on property located at 506 Addison Avenue West c/o Expedition Motor Sports, LLC (app. 2579)

**I. CALL MEETING TO ORDER:**

Chairman Frank called the meeting to order at 6:15 P.M. He then reviewed the public meeting procedures with the audience, confirmed there was a quorum present and introduced City Staff present.

**II. CONSENT CALENDAR:**

1. Approval of Minutes from the following meeting(s): **May 14, 2013 & May 29, 2013**
2. Approval of Findings of Fact and Conclusions of Law:
  - Moffitt-(SUP 05/29/13)                      Wills Motor Company (SUP 05/29/13)
  - Golay-(SUP 05/29/13)                      Velasquez Enterprises, Inc. (SUP 05/29/13)
  - Flatco, LLC (SUP 05/29/13)

**MOTION:**

Commissioner Sharp made a motion to approve the consent calendar with the request that Jolinda Tatum be added as an attendee for the May 29, 2013 meeting. Commissioner Munoz seconded the motion.

**UNANIMOUSLY APPROVED**

**THE FOLLOWING ITEM HAS BEEN WITHDRAWN AND IS NOT RESCHEDULED AT THIS TIME:**

2. Request for a Zoning Title Amendment to amend 10-4-8.3 (D) 1 to allow a *porte-cochere* within the required building setback c/o Bridgeview Estates (app. 2576) **WITHDRAWN**

**III. ITEMS OF CONSIDERATION:**

1. Reactivation of Special Use Permit #1153, granted on July 28, 2009 to Lisa McClain for the purpose of operating a drive through coffee shop on property located at 778 Falls Avenue, c/o Lisa McClain. (app. 2321)

**APPLICANT PRESENTATION:**

Lisa Reeder, the applicant, stated she is here to request a reactivation of a Special Use permit and it was for a coffee kiosk with a drive through. The Special Use Permit was never activated and she is ready now to proceed with her plans.

**STAFF PRESENTATION:**

Planner I Spendlove displayed the exhibits on the overhead and reviewed the history of the property. He stated on July 29, 2009 a Special Use Permit was issued with three conditions for approval. Nothing has change for the surrounding area, but because the Special Use

Permit has been inactive for over a year, the applicant has to request a reactivation if they plan to initiate the use of the permit. This request is to reactive Special Use Permit #1153 to operate a drive through coffee shop on property located at 778 Falls Avenue. There are a few things that have to be considered when a request for reactivation is presented. The Commission must assess whether or not something has significantly changed in the area and whether or not circumstances have changed in the area from the time the original Special Use Permit was approved. The Commission can approve a reactivation of a Special Use Permit subject to the same original conditions. He stated the surrounding area has not changed since the original Special Use Permit was approved in 2009 and has continued to be a retail area. A building will need to be constructed for this use and a review for any required improvements at the time of construction will be completed during the building application process.

Planner I Spendlove stated upon conclusion staff recommends the reactivation of Special Use Permit #1153, granted on July 28, 2009 to Lisa McClain for the purpose of operating a drive through coffee shop on property located at 778 Falls Avenue, with the same original 3 conditions.

**COMMISSIONER QUESTIONS/COMMENTS:**

- Commissioner Munoz asked about the hours of operation and if the Commission could modify the hours of operation along with the reactivation.
- Planner I Spendlove explained the conditions on the original Special Use Permit cannot be modified at this time, if the applicant would like to change the hours of operation a request for an amendment to the Special Use Permit would require a new public hearing.

**PUBLIC COMMENTS/QUESTIONS: OPENED & CLOSED WITHOUT CONCERNS**

**DELIBERATIONS FOLLOWED: WITHOUT CONCERNS**

**MOTION:**

Commissioner Munoz made a motion to approve the request, as presented with staff recommendations. Commissioner DeVore seconded the motion. All members present voted in favor of the motion.

**APPROVED, AS PRESENTED, SUBJECT TO THE ORIGINAL CONDITIONS AS FOLLOWS:**

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to ensure compliance with all applicable City Code requirements an standards.
2. Subject to a cross-use-agreement for parking and access between the lots of the Turf Plaza Subdivision and the The Turf Club
3. Subject to the hours of operation being from 7:00am to 6:00pm Monday through Saturday.

2. Presentation on a proposal for consideration of an alternative landscape material by Hailey Barnes.

**PRESENTATION:**

Hailey Barnes, 815 Yakama Street Filer, ID, stated that she is here to make a presentation on synthetic turf. She stated that she and her husband own a company called Final Cuts and have been operating for about a year. The reason for starting the company is that she is a Civil Engineer and few of the concerns that come up when planning for landscaping is water rights and drought. Using traditional grasses can have a dramatic impact on water use and maintenance. She and her husband thought the synthetic grass would be a good alternative material, besides the fact that it would be more environmentally friendly. The product manufacturer is Synthetic Turf International and they have been in business since 1995, they started out in the golf industry and have moved into residential, commercial and playgrounds. She then presented sample to the Commission of the types of synthetic grass product they offer. She stated with this type of material the customer gets the look of grass year round, without the need for maintenance and chemicals required to manage real grass. The installation of the product requires about 4" of sub base to be removed and replaces with compacted road base so the material drains through at approximately 13 gallons per minute. It is backed with a polypropylene liner that is a weed barrier and also prevents worms, grubs and other bugs from damaging the product. Currently they are offering the product to residential property owners, some have used it for their entire yard, others have had it installed under their playground equipment for their kids, another customer just wants it for a pretty area in her yard, and one has installed it for a putting green. Tonight's presentation is to request that the City look into considering the use of this product in areas that may require special maintenance, are difficult to maintain, or have limited water resources. For example, the mow strips along Washington Street North, the look nice however when the maintenance is being done at this location it creates traffic hazards and employee safety concerns. The water is wasted because it sprays onto the road, weeds are a nuisance and mowing along the road can be dangerous, so for some areas this product makes sense. Financially the product makes sense, it reduces the cost of maintenance substantially compared to regular maintenance for natural grass. Water use is for example 2000 sq. ft. of grass would require 112,000 gallons annually; this alone is a tremendous savings. She spoke to the Parks & Recreation Director about using the product and when the padding is installed underneath the product it makes the surface ADA compliant. The product has a lot of benefits and she asks that the City consider the product as an alternative material.

**STAFF PRESENTATION:**

Zoning & Development Manager Carraway explained to the Commission that City Code does not have a definition for landscaping and have allowed other ground cover materials besides grass, such as gravel and bark. A residential property can use any of this material unless their CCR's addresses landscaping materials, but again City does would not enforce those. The Code does not regulate ground cover; however it does require a certain amount

of trees and bushes for development sites. This is being presented tonight because there is not a clear definition in the City Code that defines what an acceptable alternative ground cover is. Only a couple of zones address required landscaping more specifically, one is CSI-Zone which lists grass as a required ground cover material and the OS-Open Space Zone which requires natural ground cover as a material. These materials are not defined in the landscaping definition within the City's Code. Mrs. Barnes did provide a presentation to the Parks & Recreation Commission asking them to consider this product for areas that they would find the product beneficial, and the Parks & Recreation Commission voted to recommend that this product be an acceptable alternative material that they would like to see used.

Some of the advantages mentioned such as water conservation, weed management and maintenance cost were considered by the Parks & Recreation Commission, to be in the City's best interest. Staff is asking the Commission to take a look at this product and determine whether or not it could be considered an approved alternative landscape material. The areas being looked at for this type of material could include medians and along gateway arterials.

**COMMISSIONER QUESTIONS/COMMENTS:**

- Commissioner Grey stated the first thing that came to mind for this product was the medians along Washington Street North. He asked how it was decided that these medians would be planted with grass. This would be the perfect application for this type of product.
- Commissioner Woods stated he thought of Washington Street North as well because of the safety issues involved with maintaining the median strips. He has seen this product used in other places; however he would be cautious with large spaces because over time it will become worn if it is not maintained properly. For use in median strips and along gateway arterials in front of businesses would be good places for this product. It concerns him that the landscaping requirements infer grass and trees and shrubs and at the same time we are fighting drought conditions. This seems to be a way to meet the aesthetic requirement and cut down water uses.
- Commissioner DeVore asked where the product is made, what is the life expectancy, and is there a warranty.
- Mrs. Barnes explained that the product has a life expectancy of approximately 20 years with annual maintenance which consists of using a power broom yearly and they provide a maintenance program. The warranty for installation is 1 year and the manufacturer has an 8 year warranty on the product.
- Commissioner Sharp had questions about the dirt that gets under the product because of the wind and where that dirt will go.
- Mrs. Barnes explained the infill that they use with this product is a silica sand product because it doesn't compact and when the fine windblown silt, rain and dust lands on the product it actually can filter down through the product into the sub base.
- Commissioner Grey asked about the cost of the product.

- Mrs. Barnes stated they charge for materials and also have a charge for installation. Materials range from \$2.09 to \$4.50 sq. ft. and installation is an additional \$3.50 to \$4.50 sq. ft. depending on the requirements for installation.
- Commissioner Woods asked about flammability.
- Mrs. Barnes stated all of the fibers are nylon, polyethylene or polypropylene. It would be flame resistant to a cigarette butt and extreme heat would cause it to melt.
- Commissioner Munoz stated his concern is listing artificial grass as an acceptable alternative could open the door for other products that are not of the same quality. Is there a way to define the materials and the quality expected?
- Zoning & Development Manager Carraway stated this evening's discussion is to determine whether or not the Commission would like the City to look into this product more to decide whether or not to make it an acceptable alternative. Staff is looking for some direction from the Commission regarding the product.
- Commissioner Munoz asked if the product were to be used in the future would the Commission look at the sample material associated with a request.
- Zoning & Development Manager Carraway stated that if this product were accepted as an alternative material it would open the door for a more intense review of the landscaping definition, storm water calculations and could require Commission approval if used. For many years staff has encourages xeriscaping. This product could offer another choice.
- Commissioner Frank stated he likes the product however it looks almost to perfect. He thinks the current code needs to be reviewed. His experience has been that it looks artificial when it is used in larger areas or throughout neighborhoods.
- Commissioner Sharp stated he wants to see how sustainable the product is with the local weather changes that we experience and would recommend using in limited quantities for a 10 year period possibly to see if it lasts.
- Commissioner Woods stated he can see how it would be beneficial for use in park area around the playground equipment.
- Commissioner Munoz stated if this material becomes an alternative choice, medians and some areas managed by the Parks Department could be a good place to start. He would like the opportunity to see the material if someone wants to use this type of product in a different setting. There should be some review and possibly Commission approval.
- Commissioner Derricott stated he thinks it would be good alternative for sites that don't have pressurized irrigation and don't want to use rock for the landscaping material and it save potable water.
- Commissioner Woods asked if it could be done through an administrative approval if allowed.
- Commissioner Frank explained it is a material this is not allowed in certain aspects such as public areas and the request is to see if the Commission would like to consider using this product in these areas.
- Commissioner Munoz would recommend an alternative landscape plan be provided and reviewed by the Commission whenever this product is proposed.

- Commissioner Frank stated he has some reservations about the product but would like to see more information. Code clarification is what needs to happen.

**MOTION:**

Commissioner Boyd made a motion to have staff review the product and specific applications for use of the product. Commissioner Munoz seconded the motion. All members present voted in favor of the motion.

**IV. PUBLIC HEARING ITEMS**

1. Request for a Special Use Permit to operate an automobile and pickup retail sales business on property located at 347 Washington Street North c/o Michael Leung (app.2575)

**APPLICANT PRESENTATION:**

Michael Leung, the applicant stated he is here tonight because he would like to relocate his family to Twin Falls, ID and in order to do that he has to have the ability to provide for them. He has been in the car business since 1995 and currently works as a used car manager for Ford in Modesto, CA. He stated he is 53 and would like to finish his career standing in front of his own business instead of someone else's. He would like to request a Special Use Permit to operate a car dealership at 347 Washington Street North.

**STAFF PRESENTATION:**

Planner I Spendlove stated reviewed the exhibits on the overhead and the history of the property. He stated the property was zoned C-1; Commercial in 1981 and the building has had various retail uses. Most recently it was The Smokin Head and most recently the building has been vacant without any activity on the lot. His narrative indicates there will be noise and fumes that could impact the neighbors, occasionally with the starting and moving of cars. The hours of operation the applicant listed are Monday-Saturday 9am-6:30pm. He plans to have a couple of employees with his wife being one of them. The C-1 Zone requires a Special Use Permit for automobile/truck sales, which is the reason for the request. Gateway arterial landscaping is required along the frontage of Washington Street North when development occurs. No future building is designed for this lot and the existing building is not applying for a building permit. The site plan does follow all current zoning codes and therefore the 10' of arterial landscaping is not required. To mitigate some of the impacts staff believes there should be some landscaping. He has a site plan that was submitted showing 10' of landscaping, the applicant would like to reduce this because of the size of the lot. Staff believes an alternative landscape could satisfy the concern with the review and approval of the plan by the Commission. Off street parking requirements are met. The neighboring land uses are residential therefore a screening fence should be maintained or built in order to mitigate some negative impacts to the neighboring residences. There is currently a fence on the west side of the property that should be maintained and on the north side a fence should be installed. The landscaping alternative

plan will help to beautify and negate visual impacts. The deadline for approval of the alternative landscaping plan by the Planning & Zoning Commission will be September 10, 2013.

Planner I Spendlove stated upon conclusion should the Commission approve the request as presented, staff recommends the following conditions:

1. Subject to the site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code requirements and standards.
2. Subject to a screening fence being maintained or constructed on the North and West sides of the property with the screening material being approved by staff.
3. Subject to an alternative landscaping plan being approved by the P&Z Commission and installed with a deadline of September 10, 2013.
4. Subject to no PA system being used or installed.

**COMMISSIONER QUESTIONS/COMMENTS:**

- Commissioner Woods asked about lighting conditions to keep it from impacting surrounding properties. Light intrusion to adjoining properties is a concern.
- Planner I Spendlove stated that the Commission could add a lighting condition, staff did not feel that it would be an issue, there is one light that is located on the front of the building that would shine on the cars.
- Commissioner Munoz asked about 12-15 units but looking at the site plan there are only 8 parking spaces. Are there restrictions for how many spaces have to be designated for customer parking?
- Planner I Spendlove stated there has to be 4 customer spaces and a drive isle has to be maintained. He can only have so many vehicles on site and an revised site plan was submitted to address these concerns.
- Mr. Leung responded to the Commissions question about lighting and stated the plans is to place some spot lighting on top of the awning and it will face the lot, it is not going to shine on the adjacent properties, and the sign will not be a pole sign that could shine onto the adjacent properties.
- Commissioner Frank asked the applicant if he was aware of the staff recommendations and if he was willing to comply.
- Mr. Leung stated yes he is aware and will comply.

**PUBLIC HEARING: OPENED**

- Marie Mondragon, 160 Wiseman Avenue, she stated she has lots of concerns. This property is just up the street from her. To get into this business you can only go one direction which is south which impacts the neighbors by forcing traffic through the residential area when they need to get to a property on the opposite side of the median. She has seen the increase in traffic because of the median and this business will just create more traffic. She stated that with The Smokin Head business it was very disruptive to the neighborhood. She just doesn't want this to be the same thing.

- Birgit Allred-Martinez, 170 Wiseman Avenue, she stated that the neighborhood has not recovered from the impacts that The Smokin Head created. When she saw the site plan she stated it doesn't look like there is enough room for the vehicles the applicants want to display, and doesn't think it makes sense to have a car lot with only 4 or 5 cars to sell.

**PUBLIC HEARING: CLOSED**

**CLOSING STATEMENT:**

Mr. Leung stated he will have to comply with the conditions of approval regarding the number of cars, parking requirements, landscaping & fencing. He hopes to have a lot of traffic and as for safety in the neighborhood he is willing to work with the neighbors. He wants to be a good neighbor and part of the community. He wants to provide quality merchandise and wants this business to be a success. The traffic should be minimal compared to the previous business.

Commissioner Frank asked if staff has any concerns with the approaches into and out of this property.

Assistant City Engineer Vitek stated the approaches were agreed upon at the time the widening project was done and there are not any concerns currently. Staff will work with the applicant to make the lot safe for customer parking and for display of the vehicles.

**DELIBERATIONS FOLLOWED:**

- Commissioner Wood stated the applicant is trying to take advantage of the existing traffic, and doesn't think that there will be an increased impact to the surrounding properties.
- Commissioner Munoz stated he hears the neighbors' concerns but at the same time there could be a lot of other business that would be allowed without a Special Use Permit that would have a bigger impact on the surrounding properties. The level of traffic associated with a car dealership is minimal compared to a convenience store open all hours. The fact that this is a Special Use Permit allows citizens to file a request for revocation if the conditions of approval are not being met.
- Commissioner Frank stated his only concern is that he would like the lights to be downward facing to reduce the impacts to adjacent properties and traffic.
- Commissioner Woods asked if the downward lighting condition could be included in the original motion for approval.
- Commissioner Grey asked what the Commission will be looking at for an alternative landscaping plan when it comes up for approval.
- Planner I Spendlove stated staff will work with the applicant on the alternative landscaping giving the Commission the opportunity to approve the plan or make changes. It will be a consideration item and will not require a public hearing.
- Commissioner Boyd stated she understands the neighbors' concerns, but that this project will be an improvement to this corner. There is going to be a business at this location and this business will be low impact compared to other businesses.

**MOTION:**

Commissioner Woods made a motion to approve the request, as presented, with staff recommendations and an additional condition that the approval is subject to downward facing lights to minimize the impacts to the surrounding properties. Commissioner Boyd seconded the motion. All members present voted in favor of the motion.

**APPROVED, AS PRESENTED, WITH THE FOLLOWING CONDITIONS**

1. Subject to the site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code requirements and standards.
  2. Subject to a screening fence being maintained or constructed on the North and West sides of the property with the screening material being approved by staff.
  3. Subject to an alternative landscaping plan being approved by the P&Z Commission and installed with a deadline of September 10, 2013.
  4. Subject to no PA system being used or installed.
  5. Subject to downward facing lights to minimize the impacts to the surrounding properties.
2. Request for Special Use Permit to serve alcoholic beverages for consumption on-site in conjunction with a restaurant on property located at 1563 Fillmore Street, Unit 1B c/o Teodora Caffè, LLC (app. 2577)

**APPLICANT PRESENTATION:**

Jeff Glen, representing the applicant, stated that he is here to request a Special Use Permit to allow for alcoholic beverages to be consumed onsite. This will be a family oriented restaurant and providing this would be a benefit to the business.

**STAFF PRESENTATION:**

Planner I Spendlove stated reviewed the exhibits on the overhead and the history of the property. He stated in 1989 the City Council approved Ordinance #2295 for rezoning the property to C-1 PUD the agreement was finalized in May of 1990. There are various retail uses in this plaza and the majority of the zoning in this area is C-1. The reason this application is being made is because the property is within 300' of a residential use which requires a Special Use Permit. The restaurant has approximately 20 seats and they don't expect approval of this permit will increase traffic or have any negative impacts to the surrounding properties. It is in compliance with the Comprehensive Plan.

Planner I Spendlove stated upon conclusion should the Commission approve the request, as presented, staff recommends the following conditions:

1. Subject to permit being limited to beer and wine consumption in conjunction with a restaurant at this location.
2. Subject to compliance with State, County and City requirements for beer and wine licensing for sale & consumption on site.

3. Subject to site plan amendments as required by Building, Engineering, Fire & Zoning Officials to ensure compliance with all applicable City Code requirements and standards.

**PUBLIC HEARING: OPENED & CLOSE WITHOUT CONCERNS**

**DELIBERATIONS FOLLOWED: WITHOUT CONCERNS**

**MOTION:**

Commissioner Grey made a motion to approve the request, as presented, with staff recommendations. Commissioner DeVore seconded the motion. All members present voted in favor of the motion.

**APPROVED, AS PRESENTED, WITH THE FOLLOWING CONDITIONS**

1. Subject to permit being limited to beer and wine consumption in conjunction with a restaurant at this location.
  2. Subject to compliance with State, County and City requirements for beer and wine licensing for sale & consumption on site.
  3. Subject to site plan amendments as required by Building, Engineering, Fire & Zoning Officials to ensure compliance with all applicable City Code requirements and standards.
3. Request for a Special Use Permit to operate a religious facility on property located at 136 2<sup>nd</sup> Avenue South c/o Church on a Mission (app.2578)

**APPLICANT PRESENTATION:**

Paul Jordan, representing the applicant, stated that he is requesting a Special Use Permit that will allow a retail space to be approved for use as a Church. They like the downtown area and have been operating in the area for a little while. There is minimal traffic during their hours of operation and they feel that the impacts to the surrounding area will be minimal. They currently have 3 employees, the pastor, maintenance person and a secretary. There is no set parking for this building but there is room for 5 spaces in the front with a lot of parking available across the street. They need a larger space and feel this location will fit their needs.

**COMMISSIONER QUESTIONS/COMMENTS:**

- Commissioner Frank asked if they provide services for Weddings and Funeral outside of the hours stated.
- Pastor Jordan, stated they have done weddings on a small scale and could possibly provide memorial services.

**STAFF PRESENTATION:**

Planner I Spendlove stated reviewed the exhibits on the overhead and the history of the property. This property was rezoned to CB; Central Business Zone in 1981. The building file has multiple mercantile businesses at this location. The most recent use of the building was

a photography studio that is moving. There will be occasional events throughout the year that the building will be used however staff feels this will have minimal impacts to the surrounding properties. Traffic anticipated will be 5-10 cars on Wednesday evenings and 10-20 cars on Sunday mornings. There will be noise/music for services during hours of operation. No other effects on adjoining properties are anticipated by the applicant. The site plan does meet City Code requirements, and the CB-Zone requires a Special Use Permit to operate a religious facility. The property is in a P-1; Parking Overlay, which does not require off street parking. The parking areas proposed for use are public lots and should not create a problem. The required improvements as applied to this building will be reviewed for compliance with current City Code at the time of building permit application.

Planner I Spendlove stated upon conclusion should the Commission approve the request, as presented, staff recommends the following conditions:

1. Subject to the site plan amendments as required by Building, Engineering, Fire & Zoning Officials to ensure compliance with applicable City Code requirements and standards.

**COMMISSIONER QUESTIONS/COMMENTS:**

- Commissioner Frank asked if there have been any problems reported with the current location of the church.
- Planner I Spendlove stated the City has not received any complaints.
- Commissioner Sharp asked if the existing businesses with beer, wine or alcohol licenses would that impact the businesses from being able to renew their license if it is within 300' of the church.
- Planner I Spendlove stated the existing businesses would not be impacted by the 300' rule, however new businesses wanting to serve alcohol may be impacted.
- Commissioner Grey asked if the businesses would have to go through the Special Use Permit process because of the church.
- Zoning & Development Director Carraway stated in this zone serving alcoholic beverages for consumption on-site is outright permitted. This approval would not impact a new business. A new business would have to comply with state licensing requirements.
- Commissioner Frank asked for clarification.
- City Attorney Wonderlich explained that state licensing does prohibit a new business from serving alcohol if it is within 300' of a church. It is still possible for the license to be approved; it has been done in the past.
- Commissioner Sharp stated his only other concern is having the patrons cross 2<sup>nd</sup> Avenue safely.

**PUBLIC HEARING: OPENED & CLOSED WITHOUT CONCERNS**

**MOTION:**

Commissioner Grey made a motion to approve the request, as presented, with staff recommendations. Commissioner Woods seconded the motion. All members present voted in favor of the motion.

**APPROVAL, AS PRESENTED, WITH THE FOLLOWING CONDITIONS**

1. Subject to the site plan amendments as required by Building, Engineering, Fire & Zoning Officials to ensure compliance with applicable City Code requirements and standards.
4. Request for Special Use Permit to operate a motorcycle, ATV, and snowmobile repair shop on property located at 506 Addison Avenue West c/o Expedition Motor Sports, LLC (app. 2579)

**APPLICANT PRESENTATION:**

Kevin Young, the applicant state he is here to request approval of a Special Use Permit. He currently has an established motorcycle, ATV, and snowmobile repair shop by Curry and he is looking to relocate to the 506 Addison Avenue West property.

**STAFF PRESENTATION:**

Planner I Spendlove stated reviewed the exhibits on the overhead and the history of the property. In 1981 this property was zoned C-1 and the latest tenant in the building was an animal shelter/pet store. Most recently the building has been vacant and the lot empty of any activity. The owner operated business will have one-two employees and operate between the hours of 8am & 6pm Monday-Saturday. There will be noise and fumes associated with repairing and starting of motorcycles and ATV's. The anticipated number of customers is anticipated at 5-10 per day. Sporting vehicles and motorcycle service and repair requires a Special Use Permit within the C-1 zone. The existing building does not meet setback standards for the area. If in the future the building is expanded it will need to apply for a non-conforming building expansion permit. The landscaping requirements for the lot are 198 sq. ft. The site plan provided by the applicant shows 370 sq. ft. of landscaping but does not include the 10' of gateway arterial landscaping which will be required. The site will require 5 off street parking spaces which has been shown on the site plan. All of these requirements will be reviewed for compliance at the time of building permit application. The City Engineer has made comments regarding the lack of sidewalk along Rose Street North and a deferral for this requirement is recommended. The approach along Addison Avenue West would need to be closed because of safety issues. The 10' of gateway arterial landscaping could be located along this area. The applicant shows a privacy fence along the north side of the property to provide screening.

Planner I Spendlove stated upon conclusion should the Commission approve the request, as presented, staff recommends the following conditions:

1. Subject to the site plan amendments as required by Building, Engineering, Fire & Zoning Officials to ensure compliance with applicable City Code requirements and standards.
2. Subject to recording a deferral for sidewalk along Rose Street North with the City of Twin Falls.
3. Subject to closing the approach on Addison Avenue West, as shown on site plan.

4. Subject to a privacy fence with sight obscuring material being approved by staff prior to installation.
5. Subject to all parts, and vehicles waiting for repair, to be stored inside the building, or within a screened storage area.

**COMMISSIONER QUESTIONS/COMMENTS:**

- Commissioner Frank asked about requirements for grease traps associated with this use.
- Planner I Spendlove stated this will be part of the building application requirements.
- Commissioner Woods asked if there is any noise restrictions associated with this type of use.
- Planner I Spendlove explained that the Police Department responds to noise complaints.
- Commissioner Woods asked the applicant if there will be an overhead door and if it would be difficult to keep the door down when the engines are being tested.
- Mr. Young stated ventilation would be an issue if the door was closed however the testing only takes a few minutes, most of the work is done in the building. He will not be working on vehicles before 8:00am or after 6:00pm.
- Commissioner Munoz asked if any painting will be done.
- Mr. Young stated he will not be doing any type of painting.
- Commissioner Sharp asked if the applicant will be using the property to the north for loading or unloading a larger trailer.
- Mr. Young explained that he will be using the east side of the building. There will be plenty of room.

**PUBLIC HEARING: OPENED**

Johnny Urrutia, owner of the property, stated that this offer is pending. The building has not been used since 1970's and it would benefit the area by bring the site up to code and approving this use.

**PUBLIC HEARING: CLOSED**

**DELIBERATIONS FOLLOWED: WITHOUT CONCERNS**

**MOTION:**

Commissioner Tatum made a motion to approve the request, as presented, with staff recommendations. Commissioner Grey seconded the motion. All members present voted in favor of the motion.

**APPROVED, AS PRESENTED WITH THE FOLLOWING CONDITIONS**

1. Subject to the site plan amendments as required by Building, Engineering, Fire & Zoning Officials to ensure compliance with applicable City Code requirements and standards.

2. Subject to recording a deferral for sidewalk along Rose Street North with the City of Twin Falls.
3. Subject to closing the approach on Addison Avenue West, as shown on site plan.
4. Subject to a privacy fence with sight obscuring material being approved by staff prior to installation.
5. Subject to all parts, and vehicles waiting for repair, to be stored inside the building, or within a screened storage area.

**V. PUBLIC INPUT AND/OR ITEMS FROM THE ZONING DEVELOPMENT MANAGER AND/OR THE PLANNING & ZONING COMMISSION:**

Zoning & Development Manager Carraway gave an update on the following items:

- The request to approve an amendment to a PUD Agreement by Greg Olsen (Muni-storage) was upheld by the City Council as presented. Mr. Olsen is asking for a reconsideration related to the paving requirement and that has been scheduled for another public hearing in front of the City Council on July 1, 2013.
  - The vacation for First Federal Savings Bank was approved and the ordinance is on the June 17, 2013 City Council Agenda.
  - The Westpark Commercial PUD for the hotel and the plat has both been approved.
  - The vacation for Desert Rose was heard by the Highway District twice and the final decision was to deny the request; subject to Mr. LeBaron purchasing another lot two lots west of the Hagan's property and provides a new access going north. If they reconsider the decision then it will be scheduled with the Twin Falls Board of County Commissioners.
- 
- Commissioner Woods asked about the Canyon Park development.
  - Zoning & Development Manager Carraway stated they are continuing the work for the round-about, but there have not been any building permits submitted. They are moving forward with the project.

**VI. UPCOMING MEETINGS:** (held at the City Council Chambers unless otherwise posted):

1. Public Hearing-Tuesday, June 25, 2013 6:00pm
2. Work Session-Wednesday July 3, 2013 12:00 pm

**VII. ADJOURN MEETING:**

Chairman Frank adjourned the meeting at 8:01 pm

*Lisa A Strickland*

Lisa A Strickland  
Administrative Assistant  
Community Development Department

From: Hailey Barnes <hailey@finalcutsyntheticurf.com>  
Sent: Wednesday, June 05, 2013 11:51 AM  
To: Renee Carraway  
Subject: Final Cut Documents  
Attachments: City of Sarasota.pdf; Reno pics.pdf; Playground flyer  
op.pdf; Cost Comparison  
Idaho.pdf; Landscape Quality Guidelines.pdf

Hi Rene'e,

We really appreciate the opportunity to present at next week's meeting.  
Please see the attached files of additional information regarding our products that I was  
planning to hand out at today's meeting.

Best regards,

--

HAILEY G. BARNES, P.E.  
EXPERIENCE A GREENER WORLD

[WWW.FINALCUTSYNTHETICTURF.COM](http://WWW.FINALCUTSYNTHETICTURF.COM)



## TWIN FALLS PARKS AND RECREATION

136 Maxwell Ave. • PO Box 1907 • Twin Falls, ID 83303 • Phone: 208-736-2265 • Fax: 208-736-1548

### TWIN FALLS PARKS & RECREATION COMMISSION

**May 14, 2013**

**11:30am**

Twin Falls City Council Chambers  
305 3<sup>rd</sup> Avenue East

### AGENDA

11:30 a.m. Call to Order

1. Approve minutes of the April 9<sup>th</sup>, 2013 meeting
2. Parks/Recreation Staff Reports
3. Dog Off Leash Sites Meeting Report
4. Alternate Landscaping Presentation – 12:00noon
5. Other Items from the Commission

*\*Any person(s) needing special accommodations to participate in the above noticed meeting should contact Nikki Miller at (208)736-2265 at least two working days before the meeting.*

*The Benefits are Endless...*



# TWIN FALLS PARKS AND RECREATION

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## TWIN FALLS PARKS & RECREATION COMMISSION

May 14, 2013  
11:30am

### STAFF REPORT

- 1. Approve minutes of the April 9<sup>th</sup>, 2013 meeting – Commission**  
The Commission needs to approve or amend the proposed set of minutes
- 2. Parks/Recreation Staff Reports - Staff**  
Enclosed are the Parks & Recreation Staff Reports
- 3. Dog Off Leash Sites Meeting Report– Staff & Commission**  
Last month's Commission meeting, it was recommended to have one more public meeting about a dog off leash pilot program for Vista Bonita Park. Staff sent letters to the property owners within 500' of the park. The meeting was held on Tuesday April 23<sup>rd</sup>.

As part of the letter, a short survey was included with all the mailings. As of Tuesday May 7<sup>th</sup>, the results of the surveys follow:

Vista Bonita Park – 66 mailings  
Yes – 5      No – 7

There were five neighbors that showed up and all five were against the pilot program. They stated similar reasons as we heard at the other meetings. From the surveys and the meeting, the neighbors that were against the pilot dog off leash program cited the following reasons: 1) the park is being used by many of the neighbor kids and youth sport teams practicing; 2) they felt it would be a conflict between park patrons and dogs off leash and; 3) worried about the dog waste and who would be responsible for the cleanup.

Staff recommendation is: do not implement the dog off leash pilot program at Vista Bonita Park.

Currently we are out of options for this year; we will continue to work with the Magic Valley Canine Social Club on their fund raising efforts for Baxter's Park. Also staff has submitted funding requests for the dog park in the City's 2013-2014 budget year. In the

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## TWIN FALLS PARKS AND RECREATION

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fall, we could consider Auger Falls as an off leash site for a pilot program, that pipeline project should be completed end of September or in October.

#### **4. Alternate Landscaping Presentation – Hailey Barnes – 12:00noon**

Hailey Barnes' company, Final Cut Synthetic Turf offers synthetic turf as an alternate way for residents to landscape their property. She is requesting the City to allow this type of landscaping in any type of development that requires landscaping as part of their development standards.

One section that the Parks & Recreation Department deals with is the Common Area Maintenance's landscaping, the City Code reads as follows:

Landscaping Requirements, Code 10-12-4-2 (O) Landscape and Sidewalk Placement:

O) Landscape And Sidewalk Placement: Landscaping and sidewalk placement required adjacent to arterial and collector streets. A tract of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to arterial and collector streets. Within that tract the developer shall install landscaping six feet (6') in depth with a sprinkler system and with grass and trees behind the curb line and shall also install a five foot (5') sidewalk. The landscaping will be maintained by the city and funded through a fee added to the water bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. Alternative landscaping other than trees and grass may be approved by the city. (Ord. 2850, 2-21-2006)

The City has allowed rocks and/or xeriscaping as an alternative landscaping in these CAM's.

There are multiple sections of the City Code that deals with development standards for businesses and others to comply with concerning landscaping.

There are the Commercial Central Business District (CB), C1 - Commercial Highway District, M-1 - Light Manufacturing District, M-2 - Heavy Manufacturing District, OS - Open Space, AP - Airport District, OT - Old Town District, CM - Commercial Mixed Use District, RM - Residential Mixed Use District, CSI - College of Southern Idaho District, PRO - Professional Office Overlay District, CRO - Canyon Rims Overlay District, Special Landscaping Requirement for Gateway Arterials, Special Landscaping Requirements for Properties Fronting the College of Southern Idaho (CSI) Property, and the Parks Stormwater Retention/Detention section.

*The Benefits are Endless...*



## TWIN FALLS PARKS AND RECREATION

---

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All these codes discuss the amount of landscaping they require; some requires a certain amount of trees and/or shrubs, or certain types of trees. In the CSI zone, it does mention about berms must be planted in grass. Landscaping is not defined in the City Code. The code does define open space as: An area retaining a natural ground cover free of any buildings, structures, streets or parking areas.

Staff is requesting for the Parks and Recreation Commission to make a recommendation if the City should allow or not allow synthetic turf as an alternate landscaping in development requirements. The Commission's recommendation will be forward to the Planning & Zoning Commission for their consideration.

### **5. Other Items from the Commission**

Other items that the Commission may have questions about or issues the Commission wants to discuss. Arbor Day – beautiful day, four trees were planted. The volunteer efforts of the LDS Church at the Kiwanis Nook area at Shoshone Falls were outstanding. Over 100 volunteers showed up and work hard for 2 hours. The results are amazing. A couple of photos are attached. Thanks to Craig Manning in getting this organized.

### **Attachments:**

1. Staff Reports
2. Photos of Kiwanis Nook area

---

*The Benefits are Endless...*

From: Mitch Humble  
Sent: Tuesday, May 14, 2013 4:50 PM  
To: Renee Carraway; Kelly Weeks  
Cc: Dennis Bowyer

Subject: Artificial Grass allowed as an "alternative landscape material"

The P&R Commission discussed Hailey Barnes' artificial grass product at their meeting today. The Commission made a motion and recommendation regarding use of the product in situations where the City requires landscaping. The motion maker praised the product and suggested that the P&R Commission should be out in front of this kind of issue making recommendations for alternative landscaping concepts that reduce water use, reduce chemical fertilizers and bug killers, and reduce long term care and maintenance needs. They supported the idea that our City Code should be accepting of the alternative product and recommended to the P&Z and City Council that we do just that. That motion was approved 5-2. One of the "no" votes said it is weird to see green grass in the dead of winter. The other didn't comment, just voted no.

Mitchel B. Humble, AICP

Community Development Director

City of Twin Falls

324 Hansen Street East

P.O. Box 1907

Twin Falls, ID 83303

208-735-7267

[mhumble@tfid.org](mailto:mhumble@tfid.org)



Reno -- Peppermill Casino

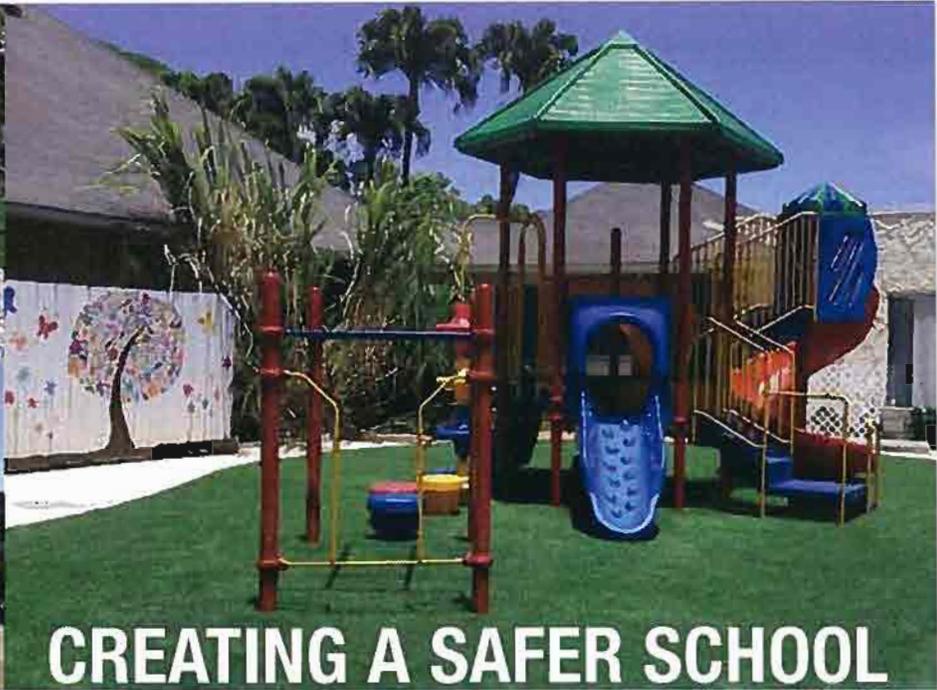


Reno -- Walgreens across the street from Peppermill

# COST COMPARISON

Synthetic Grass			Natural Soil Grass			
Sq. Ft.	1000		Sq. Ft.	1000		
Initial Installation Costs	\$8,000		Initial Installation Costs	\$0.56		
Total Initial Investment	\$8,000.00		Total Initial Investment	\$650.00		
Annual Maintenance	Year		Annual Maintenance	Month	Year (7 months)	
General Maintenance	\$100		Irrigation	\$50	\$350	
			Maintenance	\$100	\$700	
			Fertilizer	\$10	\$70	
			Chemical	\$10	\$70	
			Irrigation Repair	\$10	\$70	
			<b>Total</b>	<b>\$1,260</b>		
		<b>Total Investment</b>				<b>Total Investment</b>
Year 1	\$100	\$8,100.00	Year 1	\$1,260		\$1,260.00
Year 2	\$100	\$8,200.00	Year 2	\$1,260		\$3,070.00
Year 3	\$100	\$8,300.00	Year 3	\$1,260		\$4,330.00
Year 4	\$100	\$8,400.00	Year 4	\$1,260		\$5,590.00
Year 5	\$100	\$8,500.00	Year 5	\$1,260		\$6,850.00
Year 6	\$100	\$8,600.00	Year 6	\$1,260		\$8,110.00
Year 7	\$100	\$8,700.00	Year 7	\$1,260		\$9,370.00
Year 8	\$100	\$8,800.00	Year 8	\$1,260		\$10,630.00
Year 9	\$100	\$8,900.00	Year 9	\$1,260		\$11,890.00
Year 10	\$100	\$9,000.00	Year 10	\$1,260		\$13,150.00





## CREATING A SAFER SCHOOL IN HAWAII

With the Centers for Disease Control estimating that obesity rates among children younger than five have doubled over the last two decades, a growing number of schools and day care facilities are creating more outdoor play opportunities for the kids they serve.

Take for example the Hoaloha Kai Montessori School in Honolulu, Hawaii, a private school that serves children from the age of two months through sixth grade. A significant portion of their students are between three to six years old. While they recognized the importance of playing outside, the school faced the challenge of limited space and equally limited funds. Initially they compromised by converting the back parking area into a playground using a wooden freestanding unit over foam padding but it wasn't up to industry safety guidelines. After enrollment and funds increased, they turned to Synthetic Turf International (STI) distributor NyLawn to construct a new, safer playground using their synthetic turf that would create more play value, aesthetic appeal and maximize the limited surface area.

"The play space required some much needed improvements to bring it up to a safe and professional looking facility," noted Rory Otto, President of NyLawn. "We wanted to create a beautiful playground that protected the 'Keiki,' which is Hawaiian for kids."

NyLawn came up with a Miracle 2-5 YO custom structure with curved edge Fall Zone and an exciting color scheme. They used a thick recycled foam underlayment with STI's SoftLawn and sand/rubber infill, which created a critical fall height over eight feet. Installers followed the ASTM 1487 and CPSC Guidelines to be sure the perimeter met or exceeded the Use Zone of the equipment as well. Finally a race track painted around the perimeter for the Keiki to ride their tricycles on and NyLawn created an additional outdoor play space for the younger children's area that enhanced curb appeal.

Today, preschoolers eagerly look forward to playing outside and parents are equally thrilled by the safe synthetic turf surface that protects their children.

"The new synthetic grass play area and wall has added to our curb appeal and prompted families to inquire about our school," noted Hoku Chong, Director of Admissions at the Hoaloha Kai Montessori School. She also felt that one of their students expressed it most eloquently of all in stating "our courtyard is much more safe and awesome now!"

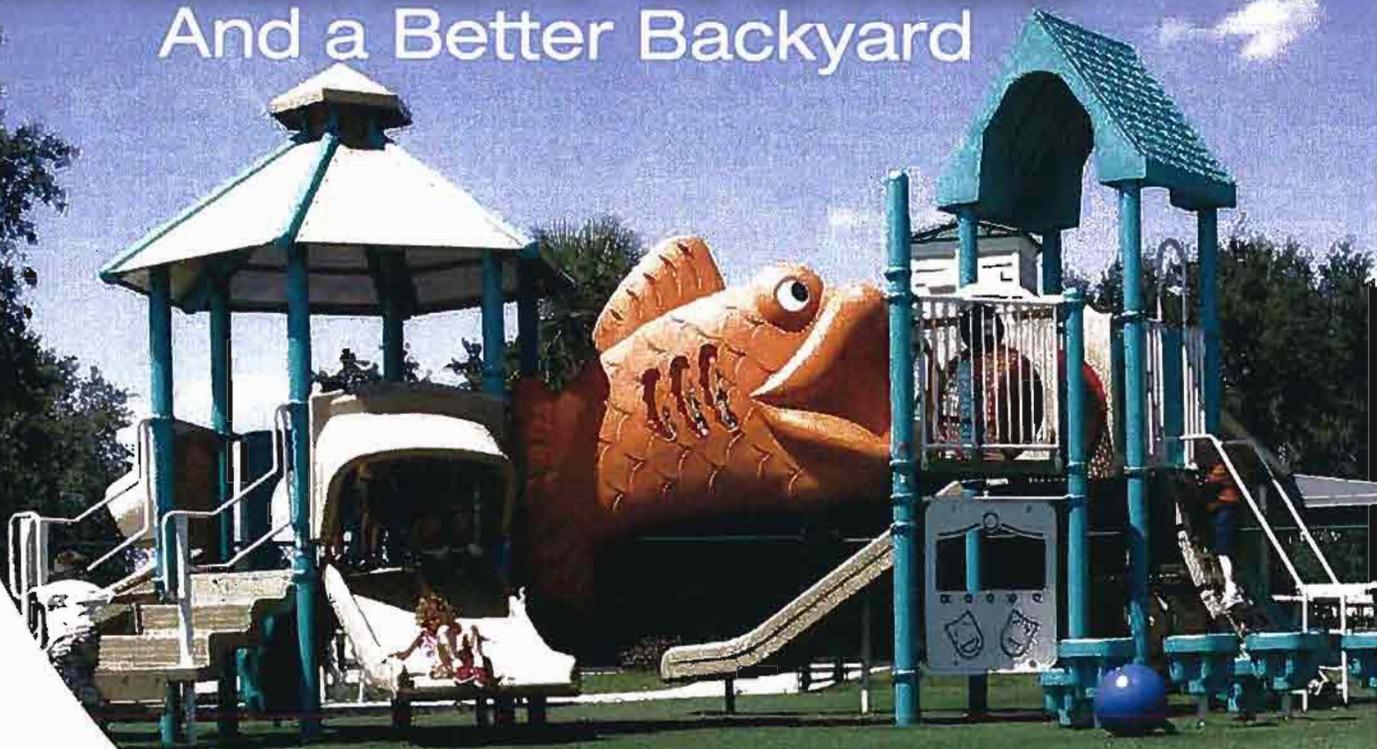


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**SYNTHETIC TURF**

I N T E R N A T I O N A L



CONSIDERATIONS WHEN  
BUYING **SYNTHETIC TURF**  
FOR LANDSCAPE USE



Synthetic Turf International (STI) and Synthetic Turf Council (STC) have created these guidelines to help buyers of landscape synthetic grass choose from a wide range of products available in the marketplace, some of which are of uncertain quality and durability.

**NOTE:** These guidelines apply to synthetic grass for residential, commercial, or municipal landscape applications. For other synthetic grass landscape applications, such as dog parks, playgrounds, and rooftops, these guidelines may not apply.



## KEY POINTS

To assure that the synthetic turf you select is of high quality, and will retain its lifelike appearance for at least the warranted life of the product, Synthetic Turf International and the Synthetic Turf Council suggest you take these simple precautions:

- Insist on a quality product that meets or exceeds the **minimum** specifications listed in this booklet, and that it is identified as appropriate for its intended use.
- Research the synthetic turf manufacturer and installation company with whom you may contract. Check their references and visit their installations.
- Review all documents, including work plans, construction schedules, and contractor warranties.
- Find out where the synthetic grass is manufactured. If it is manufactured outside of the U.S., e.g., China, you will need to be particularly careful to understand how customer questions, service issues, and warranty claims will be handled.
- Keep the synthetic grass sample you select, and compare it before installation to the product that is delivered.

**NOTE:** Turf manufacturers, suppliers, and installers who are Synthetic Turf Council members have agreed to abide by the STC's Code of Ethics and Code of Conduct. STC members who have earned the designation of "STC Certified" have made additional business and performance commitments to benefit their customers. For more information about the STC and its members, go to [www.syntheticurfCouncil.org](http://www.syntheticurfCouncil.org) and the STC's Online Buyer's Guide and Member Directory. ISO 9001, ISO 14001, and OHSAS 18001 Certifications are also good indicators of the synthetic turf manufacturer's commitment to quality, environmental stewardship, and safety.



# MINIMUM QUALITY GUIDELINES

Synthetic Grass Feature	Minimum Guideline	Comment
Total Yarn Weight aka Face Weight	40 oz. per sq. yd.	Total weight of the yarn above the backing
Total Weight of Synthetic Grass	67 oz. per sq. yd.	
Pile Height	1 ½"	Height of the fiber from the backing to its tip
Distance between Individual Fiber Tufts	½" or less	Longer pile may look more natural, but could increase yarn weight and cost
Dual Primary Backing	7 oz. per sq. yd.	
Coating	Polyurethane (PU)	The back of the synthetic grass is coated to lock the fibers in place (tuft bind)
Tuft Bind	6.8 lbs.	The higher the tuft bind, the better
Water Permeability Rate (drainage)	25" of water per hour	Synthetic grass system with infill and base materials should drain to accommodate local weather and rainfall patterns



## GUIDELINES FOR INFILL

- **Synthetic grass systems with infill are preferred over systems without infill, except in certain special applications that are only available without infill.** Infill is needed to help keep the synthetic grass installation from moving -- infill provides an even distribution of weight that will minimize the expansion and contraction of turf when the temperature changes. A synthetic grass system that does not use infill will need to be anchored with nails;
- Among the acceptable infill materials are crumb rubber made from recycled auto or truck tires, and washed silica sands that are round, sub-round, or sub-round to sub-angular. Other types of acceptable infill include heat treated acrylic coated silica sand or colored crumb rubber, TPE-coated silica sand, and TPE and EPDM granules.

## GUIDELINES TO ASSURE A NATURAL APPEARANCE

- Select landscape synthetic grass that replicates the grass varieties that are most prevalent in your locality.

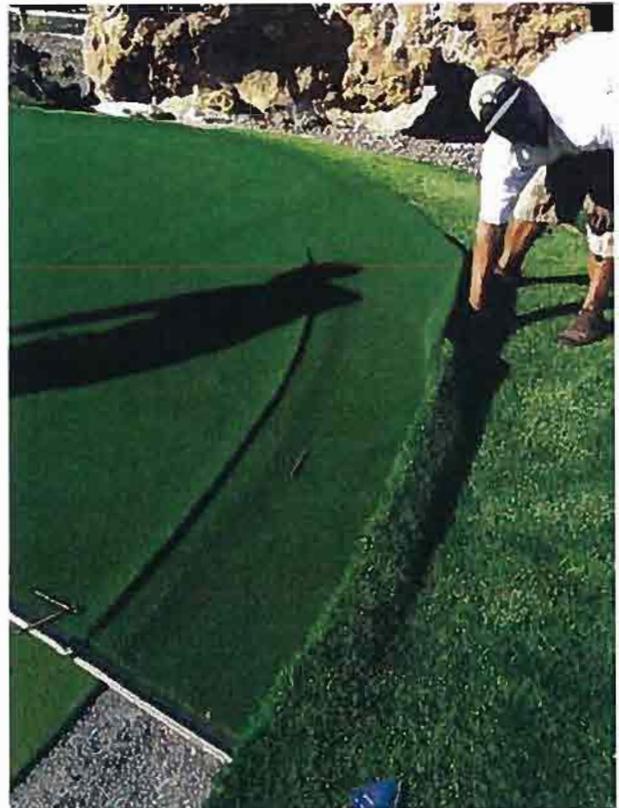
**NOTE:** There have been random instances of fiber shrinkage and melting of polyethylene fibers due to high heat from reflective surfaces, particularly so-called Low-E or low emittance glass, which reflects solar rays to prevent them from getting in a building. If an installation has Low-E windows and doors facing south, we recommend that before installation you:

- Visit the site in the middle of a hot, sunny day to determine where the reflected energy is focused, even from the second story;
- If screening of the windows and doors is not feasible or desired, devise a landscape plan that includes planted areas or hardscape in the areas affected by reflected energy.

# GUIDELINES FOR PREQUALIFYING AND SELECTING A PROFESSIONAL CONTRACTOR

## Installation companies, turf suppliers, and turf manufacturers should be:

- Well-established businesses that comply with all applicable federal, state, and local contractor laws, and show evidence of being licensed in your state, if a license is required;
- In good standing with the Better Business Bureau, [www.bbb.org](http://www.bbb.org), and the licensing board for your state. The Contractor Licensing Office in every state is available at [www.clsi.com/state\\_contractor\\_license\\_board.htm](http://www.clsi.com/state_contractor_license_board.htm).





**The installation contractor should provide you with the following:**

- Several references you should talk with, and several projects completed during the past several years that you should personally inspect;
- Turf and infill samples submitted separately. The turf sample should identify where the turf was manufactured, e.g., USA or China. When the turf rolls are received, make sure to check the shipping label on the turf rolls and bill of lading to verify that the country of origin is the same as was originally represented;
- A written commitment that the sample you select when you sign the contract will be the product that is delivered for installation. Many states have laws to protect against bait and switch, or the “swapping out” of the turf selected with a different, cheaper or inferior product;
- Complete contact information for the person and company responsible for responding to customer questions and service issues;
- A contract that specifies base preparation details. The water permeability rate for the base materials and the synthetic grass should be high enough to accommodate the local weather and rainfall patterns;
- A Certificate of Insurance evidencing Workers' Compensation and General Liability Insurance, including products/completed operations coverage;
- A sample of the warranty or warranties prior to signing the contract. Carefully review and understand:
  - o warranty terms, conditions, remedies, and limitations, particularly for durability, fading, workmanship;
  - o conditions, if any, which might void the warranty;
  - o entity obligated to respond to a warranty claim and fulfill the warranty terms;
  - o procedures for filing a warranty claim, particularly against a foreign manufacturer.

**NOTE:**

- It will likely be harder to successfully prosecute a warranty claim against a non-U.S. manufacturer that does not have a U.S. legal representative.

# ABOUT SYNTHETIC TURF INTERNATIONAL AND THE SYNTHETIC TURF COUNCIL

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## **SYNTHETIC TURF INTERNATIONAL**

Based in Dalton, Georgia, Synthetic Turf International ([www.synthetic-turf.com](http://www.synthetic-turf.com)) focuses on helping people experience a greener world in places where natural grass doesn't easily grow. With its outstanding network of 70 dealers, the company is recognized as the leading manufacturer and installer of the highest quality synthetic turf in the industry. Their synthetic turf products are currently in use at thousands of playgrounds, landscape projects, golf courses and indoor sport facilities throughout North America.

## **SYNTHETIC TURF COUNCIL**

Based in Atlanta, the Synthetic Turf Council was founded in 2003 to promote the industry and to assist buyers and end users with the selection, use and maintenance of synthetic turf systems in sports field, golf, municipal parks, airports, landscape and residential applications. The organization is also a resource for current, credible, and independent research on the safety and environmental impact of synthetic turf. Membership includes builders, landscape architects, testing labs, maintenance providers, manufacturers, suppliers, installation contractors, infill material suppliers and other specialty service companies. For more information, visit [www.syntheticurfCouncil.org](http://www.syntheticurfCouncil.org) and the STC's Online Buyers' Guide and Member Directory.



**FOR IMMEDIATE RELEASE**

**CONTACT: Bobbie DuBose**  
Phone: 561-746-6077  
Email: [bobbie@bellagroupinc.com](mailto:bobbie@bellagroupinc.com)  
Web: [www.synthetic-turf.com](http://www.synthetic-turf.com)  
STI Phone: 800-405-7455

***City of Sarasota Undergoes Beautification Project  
Synthetic Turf International Facilitates Median Makeover***

***Synthetic Turf Demonstration Site Sells Itself***

---

January XX, 2007, Jupiter, FL—Synthetic Turf International (“STI”), an industry-leading supplier of premium putting greens and related synthetic surfaces, has facilitated a median beautification project for the City of Sarasota, Florida. The project was completed in conjunction with STI distributor, Synthetic Turf of Sarasota.

The project, located in downtown Sarasota, was established as a demonstration test site for the City’s Department of Public Works. Constructed of STI’s Kentucky Blue XP synthetic surface, the median showcases the inherent benefits of utilizing synthetic turf. Irrigation and the resultant runoff which degrades asphalt are eliminated. Synthetic turf requires no fertilizers or pesticides, thereby reducing the amount of pollutants reaching creeks, rivers and oceans. Mowing and maintenance are also eliminated. This decreases not only labor and maintenance costs, but also green waste, air and noise pollution.

Commenting on the project, STI President William Campbell states, "Municipalities are beginning to realize that synthetic turf, with its versatility and durability, is an economical option. The savings in irrigation and maintenance costs is immeasurable. From both economic and ecologic standpoints synthetic turf is by far the best value out there." Planning for additional City of Sarasota beautification projects is currently underway.

Synthetic Turf International has consistently distinguished its people and its synthetic turf solutions as the industry leader in the international marketplace. STI is not merely a reseller or an Internet middleman, the company has a dedicated network of sales professionals and experienced installers throughout the world. This network enables STI to serve clients anywhere in the world. The STI team are specialists at customizing synthetic turf solutions to the specifications of the project, be it golf, sports, residential or commercial landscape-focused.

Founded in 1995, with international headquarters in Jupiter, Florida, STI is recognized as the leading supplier/installer of residential or backyard synthetic putting greens. STI projects range from condominiums and townhouses to single family homes and even large residential estates. The company supplies a host of golf-specific synthetic turf solutions to country clubs, golf clubs, teaching facilities and short game academies. STI is endorsed by David Leadbetter and Jim McLean, two of the industry's most respected instructors. STI provides synthetic surfaces for recreation and sports, including professional, amateur and youth football, soccer, lacrosse, baseball, lawn bowling, bocce and other sports.

STI distributor partners are situated throughout the United States, Canada, Puerto Rico, the West Indies, Germany, France, Spain, England and South Africa. STI welcomes distributor inquiries. For more information on Synthetic Turf International, contact Bobbie DuBose at 561-746-6077 or Synthetic Turf International at 800-405-7455. Visit the website at [www.synthetic-turf.com](http://www.synthetic-turf.com).

###

### **Synthetic Turf Demonstration Sites**

Granulated rubber and sand prevent fiber compaction and provide shock absorbency

.5 inch thatch zone adds resilience and allows drainage

## Durability

Synthetic turf is manufactured by attaching polyvinylchloride blades to a durable porous backing. Once installed an "infill" material such as sand or recycled rubber pellets are put into the surface. This "infill" is required to hold the blades upright and provide for a softer, safer, and more natural feeling. Manufacturers say dogs and kids can romp and play on it without causing damage. Pet waste can also be easily removed from synthetic turf without leaving behind any brown spots.

## Additional Benefits

These fields are among the City's most-frequently used areas, regularly enjoyed by soccer and other sports leagues, nearby residents, and the community at-large. Unfortunately, even with the highest maintenance efforts and periodic "rests" and closures, natural turf does not regenerate quickly, resulting in dirt patches, dead turf, inability to use in wet weather, periodic closures, high maintenance costs, and an overall less-than-optimum playing surface. The City already has successfully utilized synthetic turf at Hoover Community Park Sports Field, and on the playing field at Fair Oaks Elementary School.

The state-of-the-art synthetic surface to be used offers many advantages:

- It's a huge water-saver! The new turf at these sites alone is estimated to **save approximately 5 million gallons of water annually**.
- It can withstand significantly higher levels of use than natural turf, without the need for periodic closure for regeneration;
- It saves money because it requires very little maintenance – no water, no fertilizer, no mowing or other landscaping;
- The synthetic turf's estimated 10-year lifetime is significantly longer than that of natural turf;
- It provides a 'cushioned' surface for users and can be used in wet weather, with superior drainage capacity.



**Date:** January 13, 2014, City Council Meeting

**To:** Honorable Mayor and City Council

**From:** Ron Clark, Fire Chief

---

**Request:**

Consideration of a request to accept the bid from Boise Mobile Equipment for 1500 gallons per minute fire engine at the total bid price of \$425,765.00.

**Time Estimate:**

Chief Clark's presentation will take approximately five (5) minutes in addition to time needed to answer questions.

**Strategic Plan:**

Focus Area 3 – Secure Community: Goal SC1: Maintain public safety at the highest practical level. Initiative SC1.2: The City will maintain fire apparatus, equipment and facilities to the highest standards.

**Background:**

City of Twin Falls Fire Department was approved to go to bid on a 2014 fire engine for the 2013-14 budget. The \$500,000.00 line item will cover the cost of the new engine and all needed equipment for the truck. The lowest responsive bidder quoted \$425,765.00 for the apparatus and the balance will be used to purchase needed equipment.

Bids were sent out to seven (7) manufactures; only one (1) was submitted for consideration. We did receive letters from three (3) manufactures that they would not be submitting bid proposals.

**Approval Process:**

**Budget Impact:**

This is a pre-approved budget item.

**Regulatory Impact:**

**Conclusion:**

Chief Clark and the truck specification committee would like to recommend Boise Mobile Equipment of Boise, Idaho, be awarded the contract.

**Attachments:** (1)

## **7 Manufactures Bid Invitations were sent to:**

KME Northwest (Received No Response)  
Attention: Sales Department  
PO BOX 3631  
LA Pine, OR 97739

Fire Trucks West/Rosenbauer America (Not Bidding)  
Attention: Kent Graham  
1763 W. Maron Lane Suite 150  
Meridian, ID 83642

Boise Mobile Equipment (Only Bid Received)  
Attention: Matt Stocker  
900 Boeing Street  
Boise, ID 83705

Hughes Fire Equipment (Not Bidding)  
Attention: Gary Greenwell  
910 Shelley Street  
Springfield, OR 97477

Cascade Fire and Safety (Not Bidding)  
Attention: Mark Merritt  
123 S. Front Street  
Yakima, WA 98901

Sutphen Corporation (Received No Response)  
Attention: Sales Department  
PO BOX 158  
Amlin, OH 43002

Ferrara Fire Apparatus (Received No Response)  
Attention: Ryan Landry  
PO BOX 249  
Holden, LA 70744



**Date:** Monday, January 13, 2013  
**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. Representatives with Beckley Media will also be available to make comments and answer questions.

**Background:**

During this agenda item, City staff will discuss the recent modifications made on the working draft Agreement between Beckley Media and the City of Twin Falls for use of City property, specifically the Evel Knievel jump site. This agenda item is only intended to be discussion item at this point and the primary purpose of this item is to solicit the Council's collective thoughts.

It is important to remember this Agreement is considered to be a working draft and changes will continue to be made to it throughout the negotiation process.

Since the last working draft Agreement was presented to the City Council, the City Staff has worked on changing the "sublease/assignability" and compensation for the use of the City's jump site.

Section 4, Sublease and Assignment, of the working draft Agreement has been changed to reflect the City Council's direction to not allow "subleasing" or "assigning" of the Agreement. This section reads:

**4. Sublease and Assignment.**

*As a result of receipt of numerous inquiries proposing a jump across the Snake River Canyon, Lessor conducted a formal RFQ process, evaluated responses, and ranked the proposals based upon a number of selection criteria to determine the best qualified team. Therefore, Lessee shall not be permitted to sublease or assign this Lease, nor to substitute any other team member for those included in the Lessor's response to the RFQ (Ed Beckley, Principal and pilot/jumper; Rod Woodruff, Traffic and Safety; Douglas Malewicki, Engineering; Kevin Pracon, Business and Technical Management; Clark Foster, Chief Mechanical Engineer; and Bob Kubinski, Mechanical and Automatic Systems Engineering Manager).*

Beckley Media has offered to provide the City the following as compensation for use the city-owned Evel Knievel Jump Site:

- \$25,000 to lease the land, payable upon the execution of the Lease
- \$10,000 for the special events permitting fee
- \$51,000 cash to complete the canyon rim trail. This amount would be paid at the conclusion of the Event, and its payment could be secured by a separate performance bond.

In addition to the foregoing monetary payments, Beckley Media will also:

- Construct the approach to the jump ramp
- Complete fine grading around the historic ramp site to clean and level the area
- Provide excavation and grading work necessary to complete our parking area

- Provide fencing along designated areas of the South Canyon Rim on the property where we are leasing

Mr. Ed Beckley stated: “One of the big concerns we have is although we aren’t opposed to paying monetary compensation to the City, we have a practical concern that it not be all paid up front, as that would put an incredible strain on an already tight budget, and may cost us a media contract. Some of the payment of compensation needs to come at the other end, as a practical matter, simply to make everything work.”

For purposes of the event, the approach to the ramp needs to be constructed to our engineering standards. It’s a safety issue.

Mr. Beckley also stated they would like the City to consider a two-year Agreement, which is similar to the State Department of Lands contract. If granted, Mr. Beckley stated they would pay the \$25,000 rent for the second year if we chose to use it.

There are items that need to be built into the Agreement. Those include:

- Public Safety and Security Plan
- Strategy to cover prosecution, jail and court costs that arise from the event

Over the course of the next two weeks, the representatives with Beckley Media and the City will continue to vet, negotiated and transform the working draft into a document.

This working draft has been reviewed internally by members of the City’s staff as well as by ICRMP.

Representatives with Beckley Media have reviewed the working draft and have provided comment, which have been attached to this Agenda statement. Again, this Agreement is considered to be a working draft and changes will continue to be made to it throughout the negotiation process.

#### **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. Working Draft Agreement
2. Beckley Media comments to Working Draft

---

**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:

---

## 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

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.**

As a result of receipt of numerous inquiries proposing a jump across the Snake River Canyon, Lessor conducted a formal RFQ process, evaluated responses, and ranked the proposals based upon a number of selection criteria to determine the best qualified team. Therefore, Lessee shall not be permitted to sublease or assign this Lease, nor to substitute any other team member for those included in the Lessor's response to the RFQ (Ed Beckley, Principal and pilot/jumper; Rod Woodruff, Traffic and Safety; Douglas Malewicki, Engineering; Kevin Pracon, Business and Technical Management; Clark Foster, Chief Mechanical Engineer; and Bob Kubinski, Mechanical and Automatic Systems Engineering Manager).

### **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 policies 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. 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. 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. 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.
2. 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.
3. Portable toilets and trash cans on site during the event.
4. 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.
5. 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.
6. (Other special terms and conditions to be negotiated by the parties).

## ATTACHMENT B – LEGAL DESCRIPTION

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### 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;

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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;

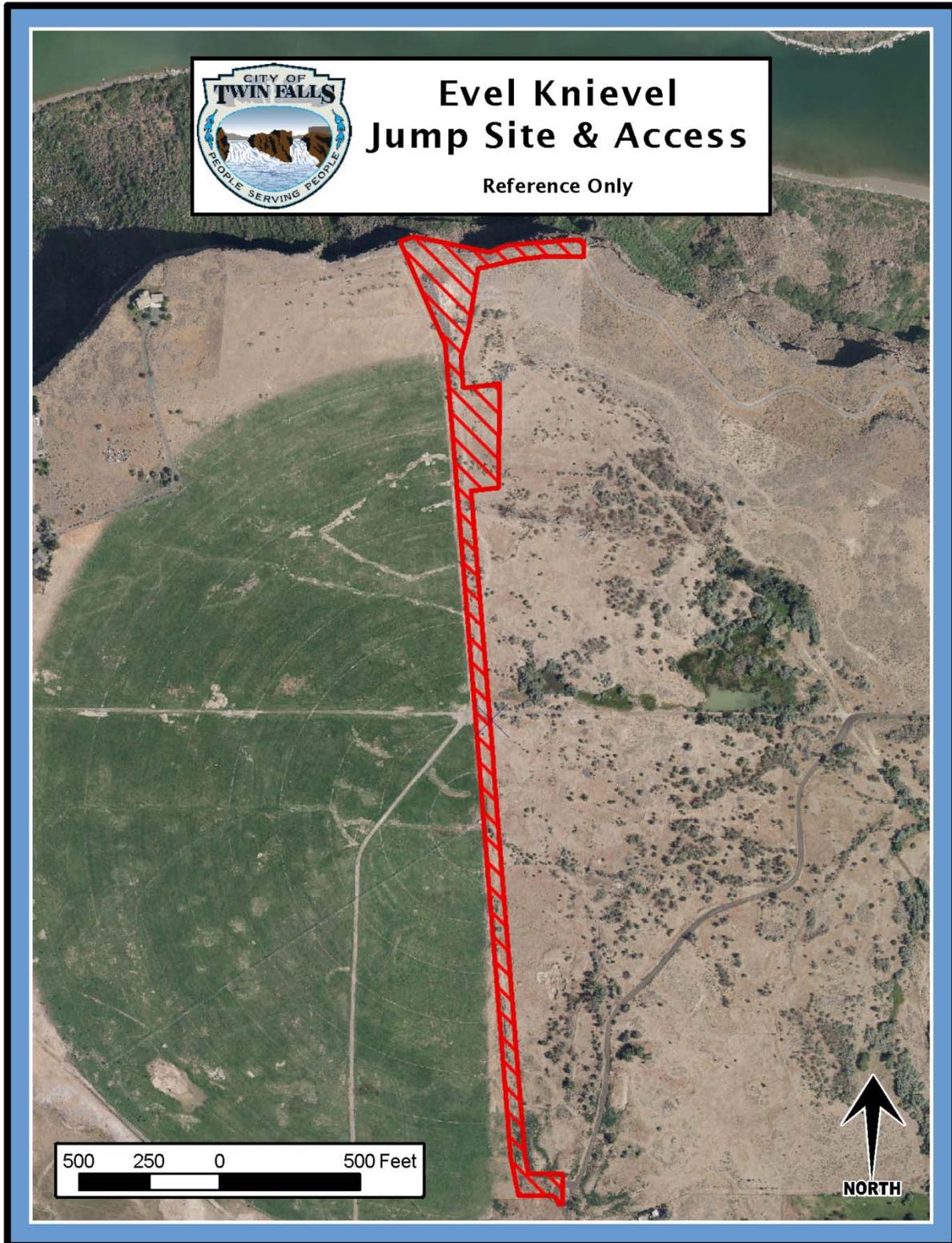
THENCE South 00°10'40" West along the westerly prescriptive easement line of Hankins Road for a distance of 108.45 feet to the POINT OF BEGINNING.

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

## 1: Initial planning

### 1.1 Licenses and permits

- Commercial Recreation Lease No. M700052 between Beckley Media, LLC (“Beckley”) and State of Idaho (the “State Lease”), which has been secured;
- Special events permit/Lease from the City of Twin Falls, which is in process; and
- Jerome County Large Assembly License, which is in process.
- The State Lease and the lease/permit being negotiated with the City of Twin Falls require Beckley to obtain other government agency approvals, all of which are in process. Beckley has obtained a verbal approval from the Idaho Department of Fish & Game that will be reduced to writing. In addition, the Jerome County Code related to licenses for large assemblies requires compliance with all State, Federal and local requirements for camping facilities if the assembly is to continue overnight.
- Beckley has also discussed with representatives of the State of Idaho, Beckley’s obtaining permission for use of a fully-functional and licensed helicopter landing pad located on State-owned property directly to the West of the property leased by Beckley under the State Lease. That request for permission is likewise in process

### 1.2 Insurance

- Applications have been submitted and are being processed by different agents.
- **The City of Twin Falls, Twin Falls County and Jerome County** will be added as an additional insured to the policy being procured to comply with the State Lease.

### 1.3 Planning and coordination with Law Enforcement, including Twin Falls Police Department, Twin Falls and Jerome County Sheriffs, Idaho State Police, FAA, and Magic Valley Airport

- Pre - meeting with local authorities
- Ongoing meeting schedule to be determined

### 1.4 Initial Planning

- A dedicated jump website has been launched at <http://snakeriverjump.com/>.
- A dedicated event Facebook page has also been launched.
- A dedicated event Twitter account will be launched.
- Will include a public advisory of all planning concerns, as well as advance reservations for viewing admission.
- Will provide a continuous flow of information to help better anticipate and control the actual number of people attending.

## 2: Communication

2.1 Communication and coordination with Law Enforcement, Twin Falls Police Department, **Twin Falls and Jerome County Sheriffs, Idaho State Police**, FAA, Magic Valley Airport

- **Sheriff's Incident Command vehicle to be strategically staged (parked) near the command post or other identified location.**
- See the attached listing of key contacts.
- Contacts during the event are expected to be further enhanced via radio communications.

2.2 Communication with Disaster Service Directors for Gooding, Jerome, Lincoln and Twin Falls County

- See the attached listing of key contacts.
- Contacts during the event are expected to be further enhanced via radio communications.

2.3 Communicating with internal staff and Law Enforcement

- **Key personal (i.e. Security, Operations, Fire, Med, etc.) shall complete a short on line course in the "Incident Command System". This may amount to ICS 100 and ICS 200, or as otherwise agreed upon.**
- Contacts during the event are expected to be further enhanced via radio communications.

2.4 Communicating with the audience in attendance at the landing site

- Public address system – Venue
- Directional Signage in and outside the venue, electronic message boards and Jumbotron
- Dedicated text messaging available to attendees.
- Information will also be provided via real time updates and notices on the dedicated event website, Facebook page and via the event Twitter account.

2.5 Local, regional and national media

- All media communications will be routed through Beckley Media's Press Agent.

2.6 Public Service Announcements (PSA's)

- **Event provider will have published in the local newspaper a map and traffic plan in advance** of the event detailing traffic routes to the venue from the North and South, identifying any road closures and check points
- All PSA's prior to the event will be e-mailed to all people who have made reservations.
- They will be posted on the Facebook and twitter accounts, as well as via updates on the event website. These are in addition to the text messaging.
- On-site announcements during the event will be made on the Public Address System from all stages.

### **3: Venue**

#### **3.1 Set Up Time Table**

- Site preparation, launch and landing, will commence shortly after the permits are issued.
- This includes the approach to the launch ramp on the cities property; and, on the State land, the landing runway, temporary road improvements, fencing and other improvements desirable to facilitate traffic movement and parking.
- Temporary offices will be set up during the week of August 18.
- Seating, generators, temporary bleachers, stages, fencing, sanitation facilities (including portable toilets, portable lavatories, trash dumpsters and trash cans) and other support structures will be delivered and set up between August 18 and September 2, 2014

3.2 Television production and Jumbotron will be set up on the launch and landing sites on September 4, 5 and 6, 2014.

3.3 Security lighting at launch, landing, camping areas and parking, as needed, will be provided by light trees powered by self contained generators. The jump will be performed during daylight hours and there should be no need for lighting

#### **3.4 Tear Down Time Table**

- Capital improvements to the launch site (the approach) and the landing site will remain and be the property of the City and State, respectively. Equipment on the launch site will all be removed on September 8 and 9, 2014.
- The temporary fencing will be removed the week of September 8, 2014. All temporary structures, including portable offices, vendor tents, vendor trailers, will be removed the week of September 8, 2014, with the expectation that most of that will be removed by September 10, 2014.

### **4: Staffing**

#### **4.1 Key security staffing and locations**

- Launch site
- Landing sites
- Temporary entertainment stages
- Admission access point
- Public viewing areas
- Ingress – Egress access points
- Rovers
- Perimeter control
- Parking staff and locations
- Barricades and Flaggers

- Local Law Enforcement on site

#### 4.2 Event Staff training specific to location

- Event Staff will start arriving on August 17, 2014.
- The majority of the temporary staff will arrive in two groups, with the first group arriving on or about August 28, 2014, and the second group arriving on September 4 or 5, 2014.
- Exact dates and numbers of personnel will be determined by the anticipated size of the crowd, as estimated by reservations and inquiries.
- Each crew will receive its training and orientation on the day of arrival prior to assuming assigned duties.

### 5: Managing and Coordinating Traffic Control with Local Authorities

5.1 Anticipate the traffic – The interest perceived from publicity and advance reservations will help create advance bases for estimating traffic.

5.2 Ingress and Egress to the Venue – **Use of ITD or private programmable reader boards will be an intricate part of the traffic plan.**

- Presently, the only ingress onto Shoshone Falls Road, a 2 lane paved roadway which extends the entire length of the land leased from the State, is from Hwy 93.
- On-site Parking will be structured along Shoshone Falls Road to both ends of the property in order to move traffic off Hwy 93 onto the leased property with as little delay and backup as possible.
- Parking will be facilitated by multiple crews at multiple places along Shoshone Falls Road.
- Manned temporary stop lights at the intersection of Shoshone Falls Road and Hwy 93 would offer the preferable method of moving traffic off Hwy 93 onto Shoshone Falls Road, since traffic from the north will have to cross the north bound lanes to get onto Shoshone Falls Road and the landing property. These stop lights will be complemented by Certified Traffic Flaggers.
- Advance notice of traffic and detailed maps online, combined with signage along the highways approaching the intersection, and properly placed traffic cones will help traffic move into the appropriate lanes to facilitate ingress.

5.3 Perrine Bridge Traffic - One of the major concerns was jamming this bridge with traffic.

- It was recommended by Chief Pike and Captain Anthony Barnhart to contact Road Work Ahead in Twin Falls which has been done and they have everything we will need for message boards, road signs, candlestick cones, barricades, temporary traffic lights and Certified Traffic Flaggers to assist us as we continue forward with this project.

- Reportedly, weekdays see an estimated 35,000 vehicles coming into and leaving Twin Falls in the ordinary course of business and college schedules. By scheduling this event on Sunday, that normal influx of people that come and then leave Twin Falls is minimized.
- A dedicated northbound lane for emergency vehicles would be assured by placement of traffic cones directing traffic into a single lane prior to entering onto the bridge.
- We will make contact with local area businesses, Magic City Mall, College of Southern Idaho and other potential satellite pick up and drop off sites to discuss use of their adjacent Parking Lots on the day of the event.
- We will contact Western States Bus Service to discuss developing Shuttle Service to and from the Landing site with the goal of minimizing North and South bound motor vehicle traffic over the Bridge.
- Alternatively or supplementally manned stop lights could be placed at each end of the bridge to prevent traffic from blocking the bridge. This would be a Law Enforcement decision.
- North bound traffic could be eased by installation of temporary approaches off Hwy 93 and onto the landing property. This is acceptable to Ryan Lay, but has yet to be approved by the Idaho Department of Transportation.
- There will be no public activity at the launch site and no opportunity for sanctioned public viewing from the City's side of the river.
- Businesses in Twin Falls will be seeking to attract customers in the area before and after the jump and, by having their locations as pick up and drop sites, which will increase the amount of each business and help minimize traffic.

#### 5.4 Recommended location in Twin Falls for Flaggers and barricades.

1. Hankins Dr N and Falls Ave E
2. Champlin Rd (3300) and Falls Ave E
3. Chief Pike and Captain Barnhart have recommended that No Thru Traffic past Champlin Rd.
4. City has the ability to Close the Gate at Shoshone Falls Park for the day and not allow any access and walking path foot traffic will be monitored by our Rover Team.

#### 5.5 Parking layout - (TBD)

#### 5.6 Post Event Egress

- Entertainment will continue for a considerable period of time after the jump.
- Attendees' departure will be expected to be methodical and extend over a period of a few hours.

- We would anticipate having all departures leave on Shoshone Falls Road instead of temporary approaches.
- Departures could be best accelerated by the presence of 2 or more live flaggers to direct traffic onto Hwy 93.

#### 5.7 Dedicated radio channel for traffic control

- All traffic control personnel will have a dedicated radio frequency to ensure traffic coordination for both routine traffic operations and for any emergency vehicle requirements.

### **6: Emergency services, planning and procedures**

- The plan is that Beckley Media will be as self sufficient as possible and wants to work as closely as possible with local law enforcement and other emergency services.
- The following is our recommendation based on our experience. It may change depending upon Jerome County requirements.

#### 6.1 Planning and procedures to be coordinated with Local Authorities

- Set up pre-meeting to discuss with local authorities
- Beckley Media's office complex will have a dispatch officer who will have the ability to receive and send emergency messages to all appropriate local authorities and emergency organizations.
- The dispatcher will likewise have radio communication with all crews of Beckley Media to ensure coordination in the event of any emergency or routine need.

#### 6.2 Responding to an emergency to be coordinated with Local Authorities

- Set up pre-meeting to discuss with local authorities
- Beckley Media's office will include facilities and staffing for medical emergencies and will be staffed with EMTs.
- These EMTs and this facility will be adequate to handle all the ordinary minor needs of the public in attendance.
- EMT station will be located adjacent to Shoshone Falls Road.
- In the event of a heart attack or other serious medical condition requiring an ambulance, the patient will be transported to the EMT station for pick up by the ambulance.

#### 6.3 Medical and local Law Enforcement on-site – Twin Falls – Jerome County

- Set up pre-meeting to discuss with local authorities
- Beckley Media will provide space for local officials to headquarter on-site if and as requested.
- This would be recommended to be at the location of the Beckley Media dispatch office, EMT services and security office.

#### 6.4 Work in concert with Emergency Services Disaster Service Directors for Gooding, Jerome, Lincoln and Twin Falls County

- Set up pre-meeting to discuss with local authorities

- All emergency procedures requested by local authorities will be posted in each office.
- Beckley Media's on-site personnel at the dispatch, EMT and security offices will be present to receive orientation from local law enforcement and emergency services to ensure familiarity with desired procedures.

#### 6.5 Fire Danger Potential

- **Pre-planning will include discussions with the Jerome County Rural Fire Chief and Director of the Jerome County Paramedics in all planning phases prior to the event.**
- The landing site principally rock, dirt, sage brush and weeds.
- The danger is principally a grass fire.
- The roads bulldozed into the premises to facilitate parking will act as fire breaks.
- Ryan Lay, Idaho State Department of Lands, has been requested to allow grazing the property off.
- It is our desire that the leased property be heavily grazed to minimize any flammable vegetation.
- Beckley Media's staff will include experienced fire fighters.
- Beckley Media's equipment will include multiple brush trucks standing ready to respond to any fire.
- No fireworks, flares, camp fires or other fires will be allowed.

#### 6.6 Evacuation procedure to be determined and coordinated with local Emergency Services and Law Enforcement

- Set up pre-meeting to discuss with local authorities

#### 6.7 Assembly areas for lost patrons, children, lost and found

- Command Center/Base station

#### 6.8 When to re-open the venue

- Set up pre-meeting to discuss with local authorities

### 7: Other considerations

#### 7.1 Food and beverage services to be determined.

- Food and beverage vendors will be necessary to service the attendees and **will comply with all applicable Department of Health requirements.**
- The exact number of service stations/vendors will be determined once a better estimate is able to be made of the size audience to be expected.

#### 7.2 Alcohol Control – **Idaho State Police**

- **Event provider will seek input/guidance, if applicable, from the Idaho State Police.**
- Beer only will be served. Location TBD.

- Security will disallow backpacks, coolers, glass containers and liquor from the viewing area.
- No beer sales will be made to underage individuals, nor consumption allowed.
- More research is needed with regards to the control of firearms and other weapons, either concealed or exposed in plain view.
- Under no circumstances will alcohol be served to anyone in possession of a firearm.

### **7.3 GATES THAT PERMIT ADMITTANCE INTO THE STATE LEASED LAND (PUBLIC VIEWING AREA) LOCATED IN JEROME COUNTY:**

ALL tickets will have a bar code and ALL tickets will be scanned before our guests will be allowed admittance to the public viewing area.

No one shall be admitted without having a valid scannable ticket except for those residents that live at the end of Shoshone Falls Rd and Canyon Dr who will be given a Local Access Pass to be placed in their vehicles front window.

Printed tickets are not valid for re-entry and may not be given to another for entry after the owner has been admitted to public viewing area.

Coolers and outside liquor are not permitted in the public viewing area period!

Any purse, backpack, or other container which may contain the following items must be searched; we not permit the following items in the public viewing area. Anyone attempting entry with such property shall be denied entry and courteously advised that he can be admitted only after he's either taken the stuff back to his car or dumped it in the nearest garbage container:

- No Backpacks or Large shoulder Side Bags
- No Coolers of Any Kind
- Non-prescription drugs
- Contraband
- Glass containers
- Fireworks
- Guns, knives, cutters
- Laser devices
- Incendiary or explosive devices
- Professional-quality cameras or recording devices
- No Animals / Pets of Any Kind



# EVEL KNIEVEL JUMP SITE LEASE AGREEMENT DISCUSSION POINTS

## I. Terms of the Lease

- a. **Special Use Rights:** The draft indicates that Lessee will also need to obtain a special use permit from the City. To this point, all parties seemed to understand that the process the City came up with for the negotiation of the Lease encompassed the granting of permission to use the leasehold. At the outset, it needs to be made clear that the Lease execution constitutes, in addition to a lease of real property, the granting of a conditional use permit for the performance of the Event. We cannot end up in a situation where Beckley Media has a lease agreement granting it property rights, only to be told that it also has to obtain a separate permit from the City and engage in a separate process for approval. I think everyone has understood the two to be wrapped up in one bundle of issues since the beginning.
- b. **Ingress & Egress:** Any and all rights of way for ingress and egress to the leasehold property should be provided by the City, as Lessor. These rights may already be in place, but we are concerned that Beckley Media not be provided a landlocked parcel under the Lease.
- c. **Representation as to Ownership of All the Leased Premises:** City to represent and warrant that it holds legal title to all of the property, and indemnify against claims of wrongful use by lessee. We've recently heard rumors that one of the neighboring landowners claims to hold legal title to a significant portion of the Evel Knievel site, including a portion of the historic ramp itself. Beckley Media is entitled to assurances that such is not the case prior to entering into the Lease.
- d. **No Trespass:** Along the same lines, the City should represent and warrant that the proposed use of the leasehold property will not constitute a trespass on the property rights of neighboring landowners, and will indemnify and hold Lessee harmless from any such claims.
- e. **Purpose of Security:** We are concerned that we do not understand the purpose of the operating security? What does that mean? What is its purpose? ¶ 3 states that it is to protect the Lessor and public from a violation of the Lease. Keeping in mind that Beckley Media has determined, in conjunction and agreement with the City's law enforcement officials, that the Event activities on the City's side of the canyon will be limited to the launching and filming of the jump vehicle, the site work for the actual Event will be limited to creating a smooth approach for the vehicle, some minimal site leveling and the setup of scaffolding for the ramp. The historic ramp will not be used or disturbed for or by the launch. If the security is intended to secure the costs associated with some aspect of non-

monetary compensation to the City (e.g. the engineering and creation of a road, a parking lot or a portion of trail, we think that should be specified.

- f. **¶11.B** This paragraph seems to grant the Lessor unfettered discretion to determine a bond amount? I'm not sure that was the intent, but it is likely unenforceable as drafted.
- g. **Other Special Uses:** The other "ancillary" special uses we have discussed are problematic. Beckley Media has no control over the conduct of the other applicants or their guests, and should not be responsible for any increased costs incurred by the City as a result of such other uses. Indemnification by City of claims arising out of other special uses over which lessee has no control.
- h. **Insurance Requirement:** I believe you have spoken with Rod about the amount of insurance and having the City named as additional insured on the coverage required by the State lease. Also, we want to make sure that this satisfies the insurance requirement under the City's ordinance relating to special events permitting.

## II. Attachment A – Special Terms and Conditions

- a. **Billing of staff time:** If such a requirement is to be imposed, we believe the document should spell out that the Lessee be provided with itemized billings for each staff member concerned, providing sufficient detail to determine what task is being billed for, the amount of time spent on each such task in tenth of an hour increments, and establishing that such time was reasonably necessary and was incurred as a result of administration of this Lease. Lessee should also be provided with specific information for each individual whose time is billed for payment by Lessee to establish the amounts or equivalent amounts each such person is paid by Lessor on an hourly basis.
- b. **Resolution of Disputes Over Staff Billings:** There should be some provision for objection to charges, review of charges, and resolution of billing disputes, if necessary.
- c. **Fencing:** What kind of fencing? And what portions of the "Canyon rim" will be designated? This requirement seems too vague and undefined as drafted, as the "Canyon rim" runs for miles on both sides.
- d. **References to Involvement of City of Twin Falls:** We believe there needs to be an exception to this to the extent that Lessor has approved the Event and has granted Lessee permission to conduct the Event.
- e. **Portable Toilets & Trash Cans:** Except for use by Lessee's own crew, subcontractors and media personnel, this should be a non-issue as Lessee has no plans of allowing public access to the lease site and, in fact, the Lease contains

representations that Lessee will not allow such access. This issue just needs to be clarified.

- f. Estimated Law Enforcement Costs:** We believe this needs to be strictly defined and a set of agreed-upon criteria for calculating costs developed before an estimate can reasonably be generated. Also, the costs associated with ancillary uses should not be imposed upon Beckley Media, but payment of such costs should be made a condition of approval for each such ancillary special use permit.



Public Hearing: **MONDAY JANUARY 13, 2014**

To: Honorable Mayor Hall & City Council

From: Mitch Humble, Community Development Dept.

## ITEM IV-1

**Request:** Request for a Zoning Title Amendment to amend Twin Falls City Code Title 10; Chapter 7; Section 6(a), to reduce the front yard building setback to 52' from centerline on Bridgeview Boulevard from Blue Lakes Boulevard North to Pole Line Road East, c/o EHM Engineers, Inc. on behalf of Bridgeview Estates. (app. 2576)

**Time Estimate:**

The applicant's presentation may take up to ten (10) minutes. Staff presentation will be approximately five (5) minutes.

**Background:**

<b>Applicant:</b>	Status: N/A	Size: N/A
Bridgeview Estates 1828 Bridgeview Blvd Twin Falls, ID 83301 208-736-3933	Current Zoning: N/A	Requested Zoning: N/A
	Comprehensive Plan:	Lot Count: N/A
	Existing Land Use: N/A	Proposed Land Use: N/A
<b>Representative:</b>	<b>Zoning Designations &amp; Surrounding Land Use(s)</b>	
Hailey Barnes EHM Engineers Inc. 621 N College Rd, Suite A 208-734-4888 <a href="mailto:hbarnes@ehminc.com">hbarnes@ehminc.com</a>	North: N/A	East: N/A
	South: N/A	West: N/A
	Applicable Regulations: 10-1-4, 10-1-5, 10-7-6, 10-14-1 through 9	

**Approval Process:**

All procedures will follow the process as described in TF City Code 10-14: Zoning Amendments.

Zoning Title Amendments, which consist of text or map revisions, require a public hearing before the Planning Commission. Following the public hearing, the Commission may forward the amendment with its recommendation to the City Council. Any material change by the Commission from what was presented during the public hearing will require an additional hearing prior to the Commission forwarding its recommendation to the Council.

After the Council receives a recommendation from the Commission, a public hearing shall be scheduled where the Council may grant, grant with changes, or deny the Zoning Title Amendment. In any event the Council shall specify the regulations and standards used in evaluating the Zoning Amendment, and the reasons for approval or denial.

**Budget Impact:**

It is not anticipated that approval of this request will have significant impacts on the City budget.

## **Regulatory Impact:**

Approval of this request will change the front yard setback along the specific section of Bridgeview Blvd which could lead to building expansions or remodels being allowed up to fifty two feet (52') from the center-line of the roadway.

## **History:**

City Code §10-7-6 references "Front Yard Setbacks" and was established in the City Code in 1990 with Ord. 2323. This section lists arterial, collector, and other major roadway sections and establishes a building setback from the centerline of the named road section. As roadways have been added to the City the section has been amended to reflect new construction and changes to roadway width standards. Amendments were made in 1999 with Ord. 2620, in 2002 with Ord. 2662, in 2003 with Ord. 2773, and in 2006 with Ord. 2850. The adoption of the Master Transportation Plan also affects these standards.

## **Analysis:**

This request is for a Zoning Title Amendment to City Code Title 10; Chapter 7; Section 6 to change the centerline building setback for Bridgeview Blvd from Blue Lakes Blvd North to Pole Line Road East. Bridgeview Boulevard currently is classified as a major collector street and is located between BLBN and Locust St N. The current building setback requires 62' from centerline of Bridgeview Boulevard. The request to reduce this centerline setback to 52' from BLBN to Pole Line Rd E, leaving the building setback between Pole Line Rd E to Locust St N at 62' from centerline.

Currently, City Code requires building setback distances from property lines or from adjacent street centerlines, whichever is the greater. Property line setbacks are based on the zoning district classification. Street centerline setbacks are based on the roadway classifications. Current, or future arterial roads have the largest centerline setbacks, residential roadways typically do not have centerline setbacks. Two intended purposes of centerline setbacks are to provide adequate area for future right-of-way should the road need expansion, as well as visibility corridors for vehicular traffic safety.

This amendment would decrease the amount of available space for future right-of-way on this section of Bridgeview Boulevard. However, Bridgeview Blvd is not the designated heavy traffic route for the area, and if future traffic needs warranted an expansion of the roadway in this particular section, a five (5) lane arterial roadway could still be designed within the land available through the proposed reduced centerline setback of fifty two feet (52').

Staff does not feel the visibility corridor for vehicular traffic safety would be greatly compromised by decreasing the street centerline setback in this section of Bridgeview Boulevard as it is mostly developed. If additions or remodels to existing buildings were to extend to the fifty-two foot (52') setback, the visibility corridor would still be reasonably large enough for vehicular traffic safety concerns.

On December 13, 2013 the Commission unanimously recommended approval of this request, as presented.

## **Conclusion:**

Staff feels that the amendment to City Code 10-7-6, as presented, would satisfy the needs of the city in the future while maintaining the safe visibility corridors of vehicles that use the roadway.

## **Attachments:**

1. Narrative
2. Aerial of proposed area under consideration
3. Proposed Amendment §10-7-6
4. Current City Code §10-7-6
5. Site Photos (2)
6. Draft Dec 10, 2013 P&Z PH Minutes

**Items B.1 and B.2**

**10-7-6 (A)**

(A) Arterials And Collectors: Setbacks from street centerline for arterials and collectors are as follows: (Ord. 2662, 8-7-2000)

Bridgeview Boulevard	Blue Lakes Blvd. N to Pole Line Rd. E.	62-foot 52 feet
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**Item B.3**

**Reason for Request:**

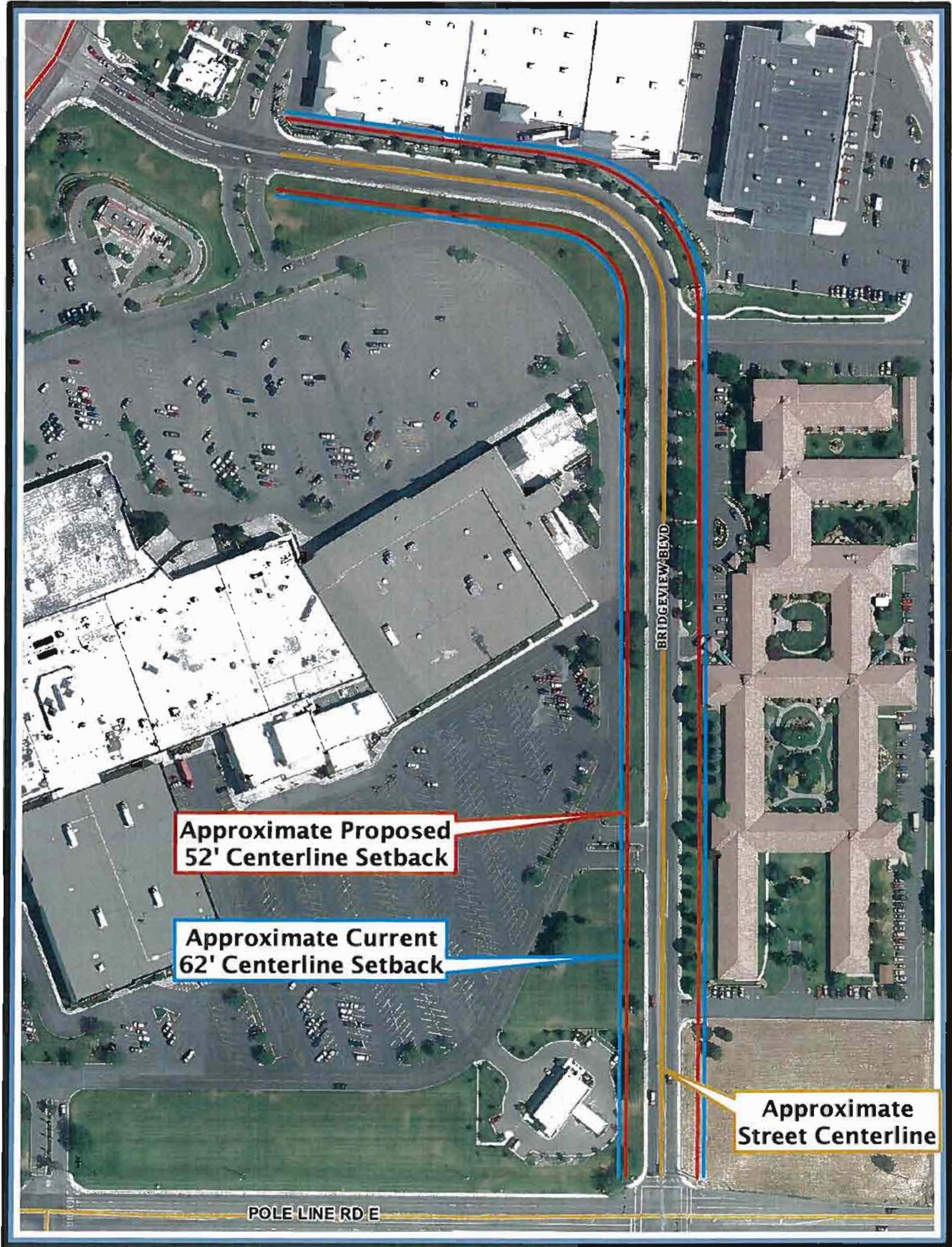
Bridgeview Estates desires to extend their current entrance to include a porte-cochere to safely transfer residents and guests from their vehicles to the building out of harm's way and inclement weather. The current 62 foot setback does not allow for the construction of this desired expansion.

## DRAFT – Code Amendment

### 10-7-6: Front Yard Setbacks

(A) Arterials and collectors: Setbacks from street centerline for arterials and collectors are as follows: (Ord. 2662, 8-7-2000)

<u>Street</u>	<u>Limits</u>	<u>Front Yard Setback</u>
...	...	...
Bridgeview Boulevard	Blue Lakes Blvd N to Pole Line Road East	52 Feet
Bridgeview Boulevard	Pole Line Road East to Locust St North	62 Feet
...	...	...



**Approximate Proposed  
52' Centerline Setback**

**Approximate Current  
62' Centerline Setback**

**Approximate  
Street Centerline**

BRIDGEVIEW BLVD

POLE LINE RD E



**MINUTES**  
**PUBLIC MEETING**  
**Twin Falls City Planning & Zoning Commission**  
**December 10, 2013 6:00 PM**  
**City Council Chambers**  
**305 3<sup>rd</sup> Avenue East Twin Falls, ID 83301**

**PLANNING & ZONING COMMISSION MEMBERS**

**CITY LIMITS:**

Nikki Boyd    Jason Derricott    Tom Frank    Kevin Grey    Gerardo "Tato" Munoz    Chuck Sharp    Jolinda Tatum  
**Chairman**

**AREA OF IMPACT:**

Lee DeVore    Steve Woods

**CITY COUNCIL LIAISONS:**

Suzanne Hawkins    Rebecca Mills Sojka

**Vice-Chairman**

**ATTENDANCE**

**CITY LIMIT MEMBERS**

<u>Present</u>	<u>Absent</u>
Boyd	Derricott
Frank	Sharp
Grey	
Munoz	
Tatum	

**AREA OF IMPACT MEMBERS**

<u>Present</u>	<u>Absent</u>
DeVore	
Woods	

**CITY COUNCIL LIAISON(S):** Hawkins, Mills Sojka

**CITY STAFF:** Spendlove, Strickland, Vitek, Wonderlich

**I. CALL MEETING TO ORDER:**

Chairman Frank called the meeting to order at 6:00 P.M. He then reviewed the public meeting procedures with the audience, confirmed there was a quorum present and introduced City Staff present.

**II. CONSENT CALENDAR:**

- |   |                         |
|---|-------------------------|
| 1. Approval of Minutes from the following meeting(s):   | <b>OCTOBER 22, 2013</b> |
| 2. Approval of Findings of Fact and Conclusions of Law: | <b>NONE</b>             |

**Motion:**

Commissioner Munoz made a motion to approve the consent calendar as presented. Commissioner DeVore seconded the motion.

**UNANIMOUSLY APPROVED**

**III. ITEMS OF CONSIDERATION:**

1. Request for the Commission's consideration of the Preliminary Plat of Cedarpark #10 Subdivision, A PUD, consisting of 3.96 (+/-) acres with seven (7) commercial lots on property located at the southwest corner of Carriage Lane North and Chuck Wagon Place. c/o EHM Engineers, Inc. on behalf of Gary N Nelson & Co.

**Applicant Presentation:**

Tim Vawser, EHM Engineers, Inc. representing the applicant, Gary Nelson. The Commission first saw a portion of this item as a special use permit in September for Forrest LeBaron to build storage units on the

north parcel. They are currently in a purchase/sale agreement for that portion of the lot contingent upon completion of the platting process. There will be approximately 2.3 Acres of storage units on the one north lot, which will be built in phases, and six (6) other commercial lots on the south available for development. These six (6) lots may turn into storage units in the future if Forrest goes back through the process, but at this time the plat is showing six (6) individual commercial lots for development in order to keep options open. Applicant stated understanding of staff recommendations and conditions for approval, primarily the landscape buffer as well as the sanitation limitations for the development and asked that the Commission approve the request for preliminary plat approval.

**Staff Analysis:**

Planner I Spendlove reviewed the request and the exhibits on the overhead along with the history of the property. On July 1, 1996, Ordinance #2531 was approved to rezone 132.5 acres from RR to R-2, R-4, R-4 PRO and C-1 PUD. The Cedar Park PUD Agreement was approved on June 2, 1997.

This Preliminary Plat for the Cedarpark #10 Subdivision, A PUD, includes 3.96 (+/-) acres and is zoned C-1 PUD (Commercial Highway District) PUD (Planned Unit Development). The request is to plat seven (7) lots for commercial development. The site is located at the southwest corner of Carriage Lane North and Chuck Wagon Place. The property is currently undeveloped and being farmed. The parcels are being subdivided into seven (7) commercial lots. The lot area in the C-1 zone shall be of sufficient size to provide for the building, the required setbacks, off street parking and landscaping. The proposed development is for commercial subdivision and will be required to meet the minimum code standards and comply with the Cedar Park PUD Agreement.

The proposed subdivision is planned to be developed in two (2) phases. Lot one (1) will be the northern 2.11 acres of the parcel will be the phase 1. If the storage units are successful, they would expand to the south and potentially the south six (6) lots would go away and become Phase 2 of the storage units. Phase 1 is proposed to be developed as mini-storage units. A SUP was granted on Sept. 10, 2013 to allow construction of storage units on this lot, subject to conditions. The PUD states there is to be a landscape buffer between residential and commercial lots. The developer of the mini-storage facility has agreed to contact to owner of the property to the north and establish a maintenance agreement regarding the existing landscape buffer in exchange of having to construct additional landscaping on the northern boundary of his property. The Commission may want to place a condition on the preliminary plat that the maintenance agreement shall be in place and the City has a copy for our files before recordation of the final plat. The landscape buffer is a requirement on the recorded Cedar Park PUD Agreement. Currently there is an approximate five (5) foot buffer along a portion of the southern boundary of the Carriage Lane Apartments. This was installed at the time of construction of the apartment complex. This buffer was not installed along the entire length of the property boundary between the residential and commercial uses. The portion to the West needs to be completed in order to be compliant with the PUD, and that is the reason for the staff recommended condition. The original route for sewer service to this subdivision has been found deficient via the sewer modeling process. In order to adequately serve this subdivision, multiple alternative routes have been proposed. At this time an alternative route has not been agreed upon between the developer and the City Engineering Department. It would be acceptable to require a condition on the plat approval for an adequate sewer service plan to be agreed upon between the

developer and the City Engineering Department, prior to recordation of the plat. A full review of required improvements will be made by the Building, Planning, Fire and Engineering Departments for full compliance with minimum development standards prior to issuance of any building permits. This is the first step of the plat approval process. A preliminary plat is presented to the Planning and Zoning Commission. The Commission may approve the preliminary plat, deny it, or approve it with conditions. A final plat, that is in conformance with the approved preliminary plat and including any conditions the Commission may have required, is then presented to the City Council. Only after a final plat has been approved by the City Council and construction plans approved, may the plat be recorded and lots sold for development. The plat is consistent with other subdivision development in the area, city code criteria and is in conformance with the Comprehensive Plan which designates this area as appropriate for commercial/retail.

Planner I Spendlove stated upon conclusion staff recommends the Commission approve the preliminary plat of the Cedarpark #10 Subdivision, A PUD, as presented, subject to the following conditions:

1. Subject to final technical review and amendments as required by Building, Engineering, Fire, and Zoning officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to compliance with the Cedar Park PUD Agreement.
3. Subject to Landscaping Buffer Maintenance Agreement between Cedarpark #10, Lot 1, Block 1 and Cedarpark #1, Lot 37, Block 4, being executed and a copy given to the City prior to recordation of the final plat.
4. Subject to an adequate sewer service plan agreement between the developer and the City Engineering Department prior to recordation of the final plat.

**Questions/Comments:**

- Commissioner Woods asked about the apartments and light intrusion into the apartments from the adjacent development.
- Planner I Spendlove stated that this concern would be addressed in the building permit review process, code requires that lights be downward facing. Typically this issue would have been addressed with the Special Use Permit process, the platting of property doesn't necessarily delve into the construction and or design of the project.
- Commissioner Woods then asked if the issue has already been dealt with and is a non-issue at this point.
- Planner I Spendlove affirmed that the light intrusion issue is not an issue at this point.
- Commissioner Munoz asked about storm water retention areas and Engineering review.
- Planner I Spendlove stated that this will also be addressed in the building permit review process and deferred specific questions to the Engineer representing the applicant.
- Mr. Vawser explained that the storm water retention for the storage units will be handled with a dry well system that has been designed and submitted for review.

**Discussion Followed:**

- Commissioner Munoz stated that the commissioners have already reviewed the Special Use Permit for the storage units, and recollected that there weren't any issues or public comment about the design. Also that the commercial lots could be a buffer for whatever happens to come along later to the south.
- Further discussion about the staff recommendations and conditions placed on the Plat. It was determined all conditions presented in the staff report were placed on the list of staff recommended conditions.

**Motion:**

Commissioner Munoz made a motion to approve the request, as presented, with staff recommendations. Commissioner Woods seconded the motion. All members present voted in favor of the motion.

**Cedarpark #10 Preliminary Plat, a PUD, was Approved, as presented, with the following conditions**

1. Subject to final technical review and amendments as required by Building, Engineering, Fire, and Zoning officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to compliance with the Cedar Park PUD Agreement.
3. Subject to Landscaping Buffer Maintenance Agreement between Cedarpark #10, Lot 1, Block 1 and Cedarpark #1, Lot 37, Block 4, being executed and a copy given to the City prior to recordation of the final plat.
4. Subject to an adequate sewer service plan agreement between the developer and the City Engineering Department prior to recordation of the final plat.

**IV. PUBLIC HEARINGS:**

1. Request for the Commission's recommendation for a Zoning Title Amendment to amend Twin Falls City Code Title 10; Chapter 7; Section 6(A), to reduce the front yard building setback to 52' from centerline on Bridgeview Boulevard from Blue Lakes Boulevard North to Pole Line Road East. c/o EHM Engineers, Inc. on behalf of Bridgeview Estates (app. 2576)

**Applicant Presentation:**

Hailey Barnes, EHM Engineers, Inc. representing the applicant stated that their client would like to do a remodel of their entrance. The current entrance is not customer friendly, particularly for elderly residents. They would like to provide a covered area so that visitors and residents can load and unload easily out of the weather. They are asking for the code amendment due to the limitations of the current sight and building.

**Staff Analysis:**

Planner I Spendlove reviewed the request and the exhibits on the overhead along with the history of the property. City Code §10-7-6 references "Front Yard Setbacks" and was established in the City Code in 1990 with Ord. 2323. This section lists arterial, collector, and other major roadway sections and establishes a building setback from the centerline of the named road section. As roadways have been added to the City the section has been amended to reflect new construction and changes to roadway width standards.

Amendments were made in 1999 with Ord. 2620, in 2002 with Ord. 2662, in 2003 with Ord. 2773, and in 2006 with Ord. 2850. The adoption of the Master Transportation Plan also affects these standards.

This request is for a Zoning Title Amendment to City Code Title 10; Chapter 7; Section 6 to change the centerline building setback for Bridgeview Blvd from Blue Lakes Blvd North to Pole Line Road East. Bridgeview Boulevard currently is classified as a major collector street and is located between BLBN and Locust St N. The current building setback requires 62' from centerline of Bridgeview Boulevard. The request to reduce this centerline setback to 52' from BLBN to Pole Line Rd E, leaving the building setback between Pole Line Rd E to Locust St N at 62' from centerline.

This amendment would decrease the amount of available space for future right-of-way on this section of Bridgeview Boulevard. However, Bridgeview Blvd is not the designated heavy traffic route for the area, and if future traffic needs warranted an expansion of the roadway in this particular section, a five (5) lane arterial roadway could still be designed within the land available through the proposed reduced centerline setback of fifty two feet (52'). Staff does not feel the visibility corridor or vehicular traffic safety would be greatly compromised by decreasing the street centerline setback in this section of Bridgeview Boulevard as it is mostly developed. If additions or remodels to existing buildings were to extend to the fifty-two foot (52') setback, the visibility corridor would still be reasonably large enough for vehicular traffic safety concerns as well.

Planner I Spendlove stated a recommendation by the Commission of this request, as presented, the request could be noticed for public hearing before the City Council. Upon conclusion, Staff feels that the amendment to City Code 10-7-6, as presented, would satisfy the needs of the city in the future while maintaining the safe visibility corridors of vehicles that use the roadway.

**Questions/Comments:**

- Commissioner Munoz asked about landscaping requirements and if they are decreasing the setback how would that impact landscaping allowances and requirements.
- Planner I Spendlove stated that this is not a gateway arterial; therefore a minimum landscaping buffer is not required by code for this area. However, these properties are regulated under PUD Agreements. They would still have to meet the requirements of City Code and the PUD.
- Commissioner Frank asked about the visibility and future development in the area and if there are any unforeseen consequences.
- Planner I Spendlove stated that the Engineering Department has confirmed that in the future with this change they will still be able to get the amount of lanes needed and the visibility needed for the roadway to be safe.
- General discussion on the topography of the west side of the roadway towards the mall.

**Public Hearing: OPENED & CLOSED WITHOUT COMMENTS**

**Discussion Followed: WITHOUT CONCERNS**

**Motion:**

Commissioner Tatum made a motion to approve the request, as presented, with staff recommendations. Commissioner DeVore seconded the motion. All members present voted in favor of the motion.

**Recommended for approval to the City Council, as presented**

**City Council Public Hearing Scheduled for January 13, 2014**

2. Request for the Commission's recommendation for a Zoning Title Amendment to amend Twin Falls City Code Title 10; Chapter 9; Section 9(k) to allow temporary real estate open house signs within public right of way under specific conditions. c/o Nan Gandy on behalf of Greater Twin Falls Association of Realtors (app. 2602)

**Applicant Presentation:**

Nan Gandy, the applicant, stated she is representing the 250 members of the Greater Twin Falls Association of Realtors. She read the proposed amendment to the Commission with conditions for approval. The proposed amendment is requesting to allow Real Estate Open House Signs to be located on the public right-of-way, one hour before and one hour after the scheduled open house subject to: a) limited hours not to exceed five (5) total hours in any one day, b) access of public right of way to remain open including wheelchair access, and c) all open house signs to be removed from the right-of-way within one hour after completion of open house. The manner in which the signs should be placed is a) the signs placed on the sidewalk shall have pedestrian or wheelchair passageway of a minimum of 36", b) shall not exceed 9 sq. ft. in area, c) shall not be placed in a manner that would obstruct any ADA sidewalk or ramp, and d) will not exceed 36" in height. The request is being made to expand the current ordinance in order to allow the 250 Real Estate Members to increase the visibility of temporary directional open house signs. This will help the 421 current families who are trying to sell their homes, as well as those who will sell in the future. It also impacts developers, builders, lenders, title companies, home inspectors, and insurance agents who depend on real estate sales for their continued success. The key to selling a property is to get maximum exposure of the property Open House Events are an important tool in accomplishing this goal. They are a time honored method for selling homes not only in Twin Falls, but they are a marketing tool used nationally. The present provisions of the current ordinance limit the use of directional signs as an important part of the marketing tool to sell the property. To have an effective open house advertisement is important, ads are costly, realtors are reluctant to place expensive ads in the newspaper when they are not able to place signs out directing potential buyers to the property. Realtors are not asking the ordinance be removed from the books, but to be modified slightly. They are asking for the signs to be placed within the public right-of-way for a very limited time in visible places to direct traffic to the Open House. Real Estate has one of the largest impacts economically and helping real estate thrive helps the City. The real estate market has historically driven the economic recovery process and has been hit hard in the past several years; the industry does not need any other impediments to restrict improvements to the real estate market. As for impacts, city staff mentions concerns regarding the site-triangle however Open House A-Frame signs are only 26" in height (An example of this described sign was presented). City Ordinance 9-9-16 defines obstruction to traffic as follows: obstruction constituting a traffic hazard shall exist if any object, structure or thing, except buildings and residences which are otherwise in conformance with law, is allowed to exist which exceeds three feet (3') above the existing center of roadway in elevation, the proposed amendment

specifically limits the height of the directional sign to comply with the sight triangle provision. Realtors are not asking for any change in signage at their place of business or any regular realty marketing yard sign. The request is to increase flexibility for the placement of temporary directional devices to direct traffic to an Open House. The business model of realty is unique; no other business provides off-site Open House sales as a service to their clients. Buyers are conditioned to look for directional signs, although staff considers the existing ordinance to be adequate there are other communities that have recognized the challenges of Open House events and the need for directional signs. Similar ordinances are on the books in the City of Ketchum and the City of Caldwell allowing Open House signs in the public right-of-way with similar conditions proposed in this amendment. The association is aware of past problems with placing these signs on the sidewalk as shown in the pictures provided by the staff. Most of the signs shown would continue to be in violation of the ordinance. In an effort to eliminate violations the association proposes an aggressive educational process for all realtor members and new member orientation. Code Enforcement Coordinator Standley has indicated his willingness to provide an educational presentation at one of the associations monthly membership lunches. Association staff would also encourage individual brokers to provide training at their sales meetings.

**Staff Presentation:**

Planner I Spendlove reviewed the request and the exhibits on the overhead along with the history of the property. The City Council approved Ordinance 2012 on July 6, 1981 which replaced Twin Falls City Code - Title 10; Zoning & Subdivision Regulations in its entirety. In December 2008, Ordinance 2957 was approved by the City Council. This ordinance replaced Twin Falls City Code - Title 10; Chapter 9: Sign Regulations in its entirety. Ordinance 3005 was approved in June 2011 which made changes to references in Twin Falls City Code - Title 10; Chapter 4: Zoning Designations, as well as various definitions in Title 10; Chapter 2: Definitions.

This is a request submitted by the Greater Twin Falls Association of REALTORS asking for the Commission's recommendation on a Zoning Title Amendment which would amend Twin Falls City Code 10-9-9(K) Real Estate Signs. The proposed amendment is requesting to allow Real Estate Open House Signs to be located on any public right-of-way subject to: a) limited hours not to exceed five (5) total hours in any one day, b) access of public right of way to remain open including wheelchair access, and c) signs to be removed from the right-of-way within one hour after completion of open house.

The Greater Twin Falls Association of REALTORS making this request state in their narrative that placing signs on the public right-of-way, although not allowed, has been common practice and the sign ordinance as currently written often effectively eliminates licensed REALTORS from holding Open House Events within the City limits. The narrative further states that placing signs on private property can be problematic in residential and commercial areas due to many obstacles; homeowners not being home very often or not agreeing to allow the signs on their property, not able to get permission from businesses who are either closed on weekends or do not wish to have signs on their property during normal open house hours. These circumstances leave REALTORS feeling that they have few options. This leads them to use the only space available, the public right-of-way.

The current Twin Falls Comprehensive Plan was updated in 2009. Within that plan, a section was devoted to the design of streetscapes and possible enhancements to road right-of-ways and surrounding corridors. The comprehensive plan does not address commercial signage within the streetscape design guidelines, or its associated streetscape enhancements. Commercial signage within right-of-way is not addressed in the goals or objectives of the Current Comprehensive Plan Community Design Concept Section.

The Commission shall ensure that any favorable recommendations for amendments are in accordance with the established goals and objectives of the current Twin Falls Comprehensive Plan.

If approved, this Code amendment would not change the regulation of signs being prohibited within sight triangles located at intersections of streets, alleys and driveways, as per Title 9; Chapter 9; Section 16. The sight triangle is an industry standard that is focused on providing for and maintaining safety. It is designed to allow clear visibility for all types of traffic (pedestrian, bicycle, and vehicle) at intersections. Signs over three feet (3') tall would still not be allowed in this triangle.

The current City Code prohibits all signs from being placed in the public right-of-way. City Code also prohibits off-premise commercial signage, with the one exception being off-premise Real Estate direction signs. The only rule for off-premise Real Estate direction signs is that they are to be placed on private property. It is reasonable to assume that the level of advertising wishing to be accomplished by this code amendment could be accomplished within the existing regulations outlined in current City Code.

Staff feels that this amendment to the City Code would cause confusion, and possibly an increase in violations by other individuals and entities that will see this as a precedent to allow all types of signs within the public right-of-way.

Planner I Spendlove stated upon conclusion the Commission may recommend to the City Council that the amendment be granted as requested, or it may recommend a modification of the amendment requested (will require another public hearing before the Commission), or it may recommend that the amendment be denied.

**Questions/Comments:**

- Commissioner Boyd referred to the picture shown on page 11 of the staff report packet and asked if staff knew of the height of the sign and why this sign was in violation.
- Planner I Spendlove explained he did not have the height of the sign. This sign was placed in public right-of-way and many times the road is not built as wide as the road is intended to be built in the future. He deferred this question to the Assistant City Engineer for more clarification.
- Assistant City Engineer Vitek stated that most of the roads in the City were built at a standard width of 50 ft. and as capacity increases the roads are widened up to wherever the City has right-of-way and on most of the streets the right of way extends behind the sidewalk. A lot of people are not aware of this since they have maintained the property up to that point for so long. They cannot find the property pins indicating the true property boundary.

- Commissioner Boyd stated that she felt the placement of that particular sign was appropriate because it is not blocking the road or the sidewalk. The sign could be in violation because of a technicality that may not be obvious to the property owner or the person putting up the sign.
- Commissioner Frank asked the applicant if this were to be allowed would it give the realtors a privilege that other businesses or even someone in the neighborhood wouldn't have; for example a rummage sale sign or a home based business that wanted to have a sale for a short period of time. Would you be getting something that others in the community wouldn't be getting?
- Ms. Gandy she stated that this industry different than other business because they have a store front but that is not where the product is located. These are off-site remote situations that she doesn't think other businesses deal with.
- Commissioner DeVore asked if this would allow a private individual to have off-site open house signs posted also. So this would impact anyone who was selling their own home.
- Ms. Gandy: yes this code amendment would allow such an opportunity for the general public to have an open house sign if they were selling their home themselves.

**Public Hearing:**

- Nathan Lyda, 1852 Riverwood Road, explained the National Association of Realtors has done research on the impacts that realty has on the economy, approximately nine (9) Billion or 15.5% of the Gross State Product. Home sales have multiple ancillary effects on the economy including furniture, remodel and other items or individuals who benefit from this economic transaction. When buyers were asked how they found the home they purchased the top three answers were: internet, a realtor and an open house/sign. This tool helps the realtor do what they can to help market properties to the expectations of the seller.
- Stanley Tobiason, 2688 Carriage Way, he explained that they invite people into homes and he would like to be able to have as many people possible visit the homes. Many people just show up to check it out. He had an open house this weekend and the people thanked him for posting the directional signs. The signs would be temporary and they don't plan to block the sight triangle, and he doesn't think that this will set a precedence that will cause people to start putting out more signs on the sidewalk. Open house signs are something that is in the DNA of the real estate world. The process of asking people throughout the neighborhood to put the signs on private property is not feasible. Every time he sets out signs on private property he fears that after the open house they will be missing, luckily it hasn't happened yet. This is an important part of promoting business and supporting the economy of Twin Falls.

**Discussion Followed:**

- Commissioner Woods explained that he is conflicted on the issue. He does understand the unique situation for needing these directional signs in certain situations but is not sure that it's not going to create a situation where others are going to post signs in the right-of-way also. Another point is that the photos provided show a disregard for the current set of rules. In order to provide some means of compromise, he thought it might be better to only allow free standing signs in the right-of-way limit it to free- standing signs not signs on poles, and required each sign to have the contact number for whoever placed the sign, so that if the sign is in violation there is a means of fining the violator.

It is clear in the pictures that the rules aren't followed now, having a means to fine and sink some teeth into the violation might be better.

- Commissioner Boyd asked to address Steve directly. These Open House signs already exist, they are already a common practice, they aren't something new coming into the City. She described two types of signs A-Frame Signs, which don't do well in wind, as well as the ones that have to be stuck into the ground; and because of the wind she prefers the ones that get stuck in the ground for stability. As for identification most of the signs have contact information on them so that person could be contacted. When a realtor is paying for their own signs, it is costly and the penalty is when a sign is missing they have to buy a replacement. It is a normal practice for people to look for the open signs. Very seldom are open house signs out for very long after the Open House is over because most realtors want to be able to go home soon after to enjoy their weekend. Education is necessary; she was not clear how public right-of-way can be documented but it is not obvious to the regular citizen. Having this amendment would make the rules very specific.
- Commissioner Munoz asked if signs are currently picked up when they are out of compliance.
- Planner I Spendlove stated typically the Code Enforcement Coordinator will pick them up if they are a safety hazard or a clear violation, in some instances he does try to educate the people when the signs are in violation and gives the person an opportunity to move the sign before he impounds them. The signs can be picked up from the City which could potentially cost \$25.00.
- Commissioner Munoz stated the applicant is claiming that they are a unique business, but he is not convinced that they are the only ones that have sales away from their office. Estate sales for example and a MaryKay lady could be another potential business with off-site sales, and there are a lot more. He knows there are a lot of others like garage sales that place them on poles and other violations occur. He is conflicted as well; he understands how it could be a good tool, and how a well-educated group could manage the signs well. On the other hand, other entities that do not take pride in their signs will not follow the rules after seeing the realtor signs. His biggest concern is that others that are not well-educated about the rules will see the signs and think it is ok to put signs in the right-of-way. He wonders if approval of this amendment will give the realty group and unfair advantage over another group that does not have an association to work with to help them through this process. The process is difficult and he doesn't want to limit things to one specific group. The education will only apply to the groups that care, currently if the person has to ask permission to place a sign on private property they will do it correctly or they won't put it up if the owner of the property says no. Are we limiting the rights to one group, where everyone should have the same rights? Are we also creating a nightmare for other people, and the enforcement of the rules that are different for different groups? That is why I am conflicted, a good organization like the realtors will know the rules whereas someone from the general public may not educate themselves on the rules and not understand why they can't do the same thing we are allowing the realtors to do.
- Commissioner Frank stated he struggles with the term public right-of-way and would like to see something opened up to more businesses, he knows there are other businesses that would like to have off-site advertising opportunities. This does limit it to one group, and he thinks there might be other potential users that would be interested in this allowance. He would like to see something

that opens it to more users if we are going to allow one group. He thinks the amendment is too narrow.

- Commissioner Boyd asked if there are currently any sign compliance issues and if there are complaints. Do people complain about garage sales, yard sales, selling puppies at Winco?
- Planner I Spendlove explained that there are compliance issues all the time. There are violations with off premise signs all the time for example the signs advertising Christmas lights, blowing out sprinkler systems, cleaning out rain gutters, these are all illegal. Garage Sale signs in right-of-way are the biggest offenders. We have an issue with people putting signs on sidewalks, in roadways, on light poles; yes we have issues with signs in Right-of-way.
- Commissioner Frank asked if there is a way to bring things into compliance isn't that the goal.
- Planner I Spendlove explained compliance is the goal and penalty is the last option.
- Commissioner Munoz stated the realtors will be willing to follow the rules making the public aware of the rules so that compliance is better, he would agree that change and education is necessary. Perhaps we have a mechanism that allows people to call before placing signs so as to make sure they are placing them in the correct place. Most people are willing to do that, are willing to comply with the rules.
- Commissioner Boyd stated that this is an industry trying to serve their clients and work with the City. She doesn't think that there will be a unilateral agreement on code, and policing private citizens, particularly yard sale signs, will not be the same as policing an industry that is trying to make a set of rules that can be followed. These signs have been around forever, and we do have issues with compliance but we have a group who wants to follow a set of rules that allows them to serve their Clients.
- Commissioner Frank explained that there are rules in place currently that aren't being followed, Commissioner Grey agreed.
- Commissioner Woods he thinks the rules can be clear and specific to a group that is educated but the rest of the population just sees signs going up everywhere and they don't know what the rules are and which ones they should follow. It can be very confusing, how do things get controlled with lots of specialized rules for different groups.
- Commissioner Grey stated that the current rules are there now and are not being followed.
- Commissioner Tatum thanked the industry for trying to find an adult way of addressing this concern through a consensus. This could allow independent realtors or independent brokers that would be positively affected for this. Right now I would vote in favor of this at this point to go to the City Council.
- Commissioner Frank stated that the discussion has been lively and he believes it is a needed discussion.

**Motion:**

Commissioner Woods made a motion to approve the request, as presented, with staff recommendations.

Commissioner Boyd seconded the motion. **The motion was voted on in the following order:**

- Commissioner Grey: No
- Commissioner Munoz: No

- Commissioner Tatum: Yes
- Commissioner DeVore: Yes
- Commissioner Woods: No
- Commissioner Boyd: Yes
- Commissioner Frank: No

**Recommendation to approve the request as presented was denied by a vote of 3 for and 4 against**

**City Council Public Hearing Scheduled for January 13, 2014**

3. Requests a Special Use Permit to replace a legal non-conforming use with another non-conforming use by allowing an assembly business consisting of electrical components on property located at 580 Addison Avenue West. c/o Dan Thiel / ProWest Engineering on behalf of Western Enclosure (app. 2607)

**Applicant Presentation:**

Dan Thiel, Mountain Sun Construction, representing the applicant stated that the warehouse that was used by the old Hospital and County previously has continued to be used for storage and a shop. The applicant had purchased the property with the idea they would be allowed to use the building for light assembly/storage. The property is zoned R-6 & C-1; the zoning map has the building in two separate zoning districts. This makes the building a non-conforming use. They are applying for a Special Use Permit to operate a similar non-conforming use in the same building. All assembly work will be done completely inside the building; they have been using the building prior to the hearing and have not had any complaints. In order to continue operating they need to have a special use permit approval. The business will operate M-F 8:00-5:00, the impacts to the neighboring area will be minimal. The largest truck used is a flat bed, not a semi. All trucks will maneuver completely onsite. There will not be a paint booth on the premises. If they expand they will be looking for an M-2 property in order to continue their business. The only other concern is that it be limited to ProWest Engineering & Western Enclosure, he wanted to clarify that they do have another subsidiary of ProWest called Eaglegate Systems that uses the location for storage. Eaglegate is the remote controlled gate system company.

**Staff Presentation:**

Planner I Spendlove reviewed the request and the exhibits on the overhead along with the history of the property. In July 1986 a Special Use Permit was granted to Roger Powell to operate an Auction House. At that time the building had been used as a warehouse. Since that time, it is believed the building changed hands multiple times, Norco used it for storage, Magic Valley Medical Center also used it for some purpose, and most recently Twin Falls County had been using it as a mechanic shop and storage facility. ProWest Engineering purchased the property from the County in May 2012. Since that time they have been using it to assemble electrical components into various sizes of cabinets and as a temporary storage facility for the assembled cabinets and larger cabinets/storage trailer/units. After our initial contact with the owners, we have been in constant communication over the zoning issues that are on the property, mainly that the building is located in two different zoning districts. This assembly & storage facility will be used in conjunction with their primary office located on the corner of Martin Street and Addison Ave West.

The applicant has supplied a narrative detailing most of the general operations of the business. Hours of operation are stated to be 8am – 5pm- days of the week were stated previously. Traffic generation would be minimal, with 2-5 employees and deliveries of components via UPS/FedEx. Occasionally larger components will be delivered on large trucks. The parking area & pick-up/delivery areas are shown on the site plan. As per City Code 10-10-2(B)- Backing a vehicle from an off street parking space directly into a public traffic way creates a traffic hazard... and shall not be approved by the City Engineer ...". Upon operation of this business as proposed there appears to be minimal impacts to the surrounding areas via noise, glare, and odor.

ProWest is the electrical engineering firm that designs electrical systems for very specific uses in agricultural, mining, and industrial uses. Western Enclosure will be the subsidiary company that will assemble the various electrical components into finished "cabinets", "enclosures" or "shipping containers". These enclosures vary quite a bit in size from 2'x3' up to large metal shipping containers. (Sample photos are found in this packet). The existing building stands within a lot which is zoned both C-1 and R-6 PRO. The Official Zoning Districts Map has the boundary line bisecting the building itself into two (2) differing zones. The use of the property, and the building, when Twin Falls County used it was deemed a legal non-conforming use due to the establishment of the R-6 Zone on part of the property.

Per City Code 10-3-4(A)-1e: "A legal nonconforming use involving a building may be resumed or replaced by another nonconforming use by special use permit if said legal nonconforming use has not been discontinued for more than five (5) years. In addition to the general standards applicable to special uses, the applicant must show that the existing building cannot be reasonably converted to a conforming use." It has been determined that the county's use of the property as a mechanic shop continued the legal nonconforming use established prior to when the Zoning Map changed. The non-conforming uses have continued as such up until the sale of the property to ProWest in May 2012. The proposed use of the property as an electrical cabinet/enclosure assembly business would be considered another nonconforming-use as neither the R-6 PRO or the C-1 zoning designations list "retail assembly" as an allowed use. The reasonable conversion of the property is problematic due to the bisecting of the property by two zones we believe it would be unreasonable to convert the building to comply with both Zoning districts.

Per City Code 10-7-6: Martin Street is classified as a collector street and has a building setback of 62' from the centerline of Martin Street. This setback is currently being met by the existing building.

Per City Code 10-10: Off Street Parking is required for this business at a rate of one (1) space to four hundred (400) square feet of floor area. The site plan furnished by the applicant shows this parking requirement being met and exceeded. In addition, the owners have cross use parking agreements with their main office (598 Addison Ave West), as well as the Vendor Blender located at 588 Addison Ave West. Despite these cross use agreements, there appears to be adequate parking for all three businesses.

Per city Code 10-11-1 thru 8: Required improvements are required when there is a "Change of Use". These required improvements include landscaping, screening, parking, parking & maneuvering areas, streets, and drainage and storm water. The landscaping, screening, parking, and streets are pre-existing, and they were

accepted by the City at an earlier time. Since there is no increase to impervious surface there is no current requirement to increase storm water drainage or storage capacity.

The use of the property as outlined in the narrative provided by the applicant does not match up precisely with any definitions currently existing in our zoning code. The general impacts this business will have on surrounding properties should be focused on the delivery methods, general operation of the business, as well as the future paint booth that will be associated with the electrical cabinet assembly and delivery. It is reasonable to assume that the traffic generated by employee's and deliveries via UPS/FedEx are acceptable in the C-1 Zoned areas. The occasional large delivery truck may also be acceptable as long as these trucks do not back onto major roadways before, during, or after their deliveries.

It is not believed the general operation of the assembly shop will cause unreasonable levels of noise, odor, or glare. There will be some minor noise due to the nature of assembling the various components and cabinets. This activity should and will be located fully within the existing building thus greatly reducing the possible impact of noise on neighboring property owners.

Planner I Spendlove stated upon conclusion should the Commission grant this request as presented; staff recommends approval be subject to the following conditions:

1. Subject to the site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards.
2. Subject to this Special Use Permit being limited to ProWest Engineering/Western Enclosure/EagleGate Systems only.
3. Subject to limiting the number of large metal shipping container sized enclosures to a maximum of two (2) on the property at one time and to be located inside the building at all times.
4. No outside storage of materials or finished product at any time.

**Questions/Comments:**

- Commissioner Frank clarified that parts are collected and assembled into a product. They are not stamping cabinets or creating cabinet.
- Mr. Thiel stated that is correct.
- Commissioner Woods asked a question on outside storage, the pictures depict materials outside the building. What is happening there?
- Mr. Thiel stated that these materials shown are leftovers from the different remodels; they have kept some of the materials for reuse. With the advent of condition number 4 it will be cleaned up.
- Commissioner Grey asked if during the County's tenure on the lot they had used that area to store materials.
- Planner I Spendlove stated he did not have proof, but it could be safe to assume they did use it for some storage.

**Discussion Followed:**

- Commissioner Grey stated that he has concerns about limiting the storage area, perhaps the pods or containers would be neater.
- Commissioner Frank asked if there is a need for storage of parts.
- Mr. Collins, 2648 College Way, the applicant, explained they have approximately 50% of the components that have to be stored for 3-4 weeks prior to completing the assembly of the product.
- Commissioner Grey asked if there was enough space inside the building to store the needed component. He did not want to impede the business adversely by requiring storage inside if it was not going to have a negative impact.
- Mr. Collins stated the building had enough space to store what was needed.
- Commissioner Munoz asked about limitations of outside storage with screening.
- Planner I Spendlove there wouldn't be an issue with outside screened storage. He also explained that this type of use is not listed in the zoning code, and the assembly use type fits more to manufacturing, by requiring the storage to remain inside the building staff tried to keep the property in conformance with C-1 zoning standards and not have the components outside like they are allowed in the Manufacturing zones.
- Commissioner Woods asked if this is granted could the applicant later amend the conditions of the special use permit to allow a storage unit outside if they strongly felt they needed it.
- Planner I Spendlove affirmed that the special use permit could be brought back for amendment.

**Motion:**

Commissioner Munoz made a motion to approve the request, as presented, with staff recommendations. Commissioner Tatum seconded the motion. **All members present voted in favor of the motion.**

**Approved, as presented, with the following conditions**

1. Subject to the site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards.
2. Subject to this Special Use Permit being limited to ProWest Engineering/Western Enclosure/EagleGate Systems only.
3. Subject to limiting the number of large metal shipping container sized enclosures to a maximum of two (2) on the property at one time and to be located inside the building at all times.
4. No outside storage of materials or finished product at any time.

**Commissioner Munoz excused himself from the meeting.**

4. Requests a Special Use Permit to construct a new convenience store and gas station operating twenty-four (24) hours a day, seven (7) days a week, on property located at 1662 Park View Drive. Kyle Castle dba Castle Corner Corp (app. 2609)

**Applicant Presentation:**

Gerald Martens, EHM Engineers, Inc., representing the applicant stated that the request is to allow a convenience store to operate 24 hours. The applicant currently has a building permit; the convenience store is an allowed use in this zone. It will be located close to Walmart and the new St. Luke's Hospital

both of which operate 24 hours-a-day on a large scale. There are no residences within a ¼ mile and it will be located on the largest roadway in the community, Pole Line Road. It will be very compatible for the area. There are three staff recommendations and agree with condition 1 and 3. Recommendation #2 was placed on here, but the applicant is aware that in the future there may be a change ingress/egress onto the property. This is documented on the plat for future determination to be made by City Engineer. As the area develops this center curb may be needed, but we would like to have that at the City Engineers discretion and all signage will be installed at that time.

**Staff Presentation:**

Planner I Spendlove reviewed the request and the exhibits on the overhead along with the history of the property. Ordinance 2012 was passed in 1981, it created the zoning districts we currently use, and zoned various properties within City Limits. The new zoning designations were assigned at that time, or when areas were annexed. The site is zoned as North Haven Business Park C-1 PUD and was annexed on June 14, 2004. A Preliminary Plat was approved on July 13, 2004, for a ten (10) lot subdivision. The Final Plat was approved on November 1, 2004. The PUD agreement on this lot dictates a lot of the site plan and layout. These items have been or will be reviewed with the building permit that has already been submitted, they are still applicable and will be reviewed for compliance. The one item we are looking at tonight is the retail store hours.

Per City Code 10-4-8.2: Permitted retail/trade uses operating outside the hours of seven o'clock (7:00) AM to ten o'clock (10:00) PM requires a special use permit in the Commercial Highway District (C-1). The C-1 Zone is intended to provide commercial activities of various sizes from large retail stores to small specialty shops with residential opportunities for persons wishing to work and live in a unified environment. The C-1 Business Park PUD Agreement does not waive the special use permit process for extended retail hours of operation. It did however; waive the requirement for a retail store/gas station, usually those operations require a Special Use Permit.

The North Haven Business Park C-1 PUD Amended Agreement states that there shall be a 35 foot wide landscape buffer from back of curb along Pole Line Road West and a 20 foot wide landscape buffer from back of curb along Park View Drive in addition to required landscaping. This PUD requirement is being reviewed currently with the building permit and will be required to comply.

Possible Impacts: The neighboring properties are currently undeveloped. There is currently St. Luke's Magic Valley Regional Medical Center and Wal-Mart in the area that operate twenty-four (24) hours a day. Other uses within the area are medical facilities, retail, and a bank. These various businesses may not be greatly impacted by these proposed extended hours.

The applicant's submitted site plan indicates a left turn off Park View Drive into the proposed convenience store/gas station. There is a note on the recorded final plat that states;..." a six (6") inch high minimum six (6") inch wide continuous ribbon concrete curb may be constructed at a future date at the discretion of the City Engineer in a location determined by the City Engineer between North Haven Drive and Pole Line Road (West)." Development is a major consideration in determining when the ribbon curb shall be constructed.

The applicant has been informed by the City Engineer that there will be a ribbon curb constructed on Park View Drive in the near future. Left turns into the proposed facility will not be allowed when the construction of the curbing occurs. The ingress/egress allowed on Park View Drive will be a right-in/right out only. This information is documented on the plat and the applicant is aware of the future plans.

Planner I Spendlove stated upon conclusion should the Commission grant this request, as presented; city staff would recommend approval be subject to the following conditions:

1. Subject to the site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards.
2. Subject to compliance with the North Haven Business Park C-1 PUD.

**Questions/Comments:**

- Commissioner Woods asked why the ribbon curbing requirement was placed on the plat.
- Assistant City Engineer Vitek explained that they don't want traffic to stack onto Pole Line Road while waiting for someone to turn left into this facility on Park View, at this time there will not be much movement through the area, so the ribbon does not need to be installed at this time, but may become necessary in the future.

**Public Hearing: OPENED & CLOSED WITHOUT COMMENT**

**Discussion Followed: WITHOUT CONCERNS**

**Motion:**

Commissioner Woods made a motion to approve the request, as presents, with staff recommendations. Commissioner DeVore seconded the motion. Motion passed 6-0, all members present voted in favor of the motion (Commissioner Munoz had previously excused himself from the meeting).

**Approved, as presented, with the following conditions**

1. Subject to the site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards.
2. Subject to compliance with the North Haven Business Park C-1 PUD.

**V. PUBLIC INPUT AND/OR ITEMS FROM THE ZONING DEVELOPMENT MANAGER AND/OR THE PLANNING & ZONING COMMISSION:**

- Commissioner Frank asked if there will be enough attendance to have the first work session meeting January 2, 2014 as an alternative, because January 1<sup>st</sup> is a Holiday. The January work session will be canceled because of a lack of attendance.
- Council Liaison Mills Sojka recommended that the discussion about code requirements for signage continue at the next Planning & Zoning Work Session meeting.
- Council Liaison Hawkins brought up the point that the Council has made a decision that with the meetings being live streamed to have people give the City they are from versus their actual physical address going out over the air. She also reviewed the decision of the City Council to make the ZOAC group an official committee. It has been decided that only two members of the Commission can serve on the committee however all of the meetings will be live streamed and recorded but if you are not serving on the committee you can't have any official input at the meetings.

**Planning & Zoning Commission Minutes**

**December 10, 2013**

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- Planner I Spendlove explained that the staff would like to make a recommendation that the discussion regarding the landscaping on property located at 284 Washington Street North be postponed until possibly March. The thought is that at this time of year we would not be able to make a fair determination on whether or not the landscaping is alive or dead and that requiring an applicant to replant this time of year would not be feasible.
- Commissioner Grey agreed that the discussion would be more appropriate in March.
- Commissioner Woods asked if there is a sign committee.
- Commissioner Frank stated there was a committee but it is not active at this time.
- Commissioner DeVore excused himself from the meeting.
- Commissioner Woods asked staff to look at a car that is parked in the sight triangle at Eastland Drive and Falls Avenue intersection.
- Commissioner Woods asked about Bridgeview landscaping requirements if the road were ever widened. There would no longer be room for parking and the landscaping along that area would be removed.
- Commissioner DeVore returned to the meeting.
- Planner I Spendlove explained that the City would negotiate the issues related to the code requirements and landscaping. It is a very specific negotiation as to what would remain or what would be removed. It is a negotiation between land owner and the City; all codes that can be complied with are followed.
- Commissioner Boyd asked if she can speak at the City Council meeting when the sign code is presented.
- City Attorney Wonderlich stated yes, as a citizen she can speak at the Council meeting regarding the sign code amendment request because it is a legislative action.
- Council Liaison Mills Sojka stated that her interpretation for the two person rule applied to the appointed members only and the fact that the meetings are open to the public, she didn't see an issue with the other members being present. It was not the intent to further limit the meeting discussion, it was to open the discussion up to the public and that includes members of the Commission; this will need to be clarified more.
- Planner I Spendlove explained that the next ZOAC meeting has not been scheduled and will not be scheduled until these clarifications have been made and the new liaisons have been assigned.

**VI. UPCOMING PUBLIC MEETINGS (held at the City Council Chambers unless otherwise posted):**

1. Public Hearing- **Thursday, December 26, 2013 6:00 pm**
2. Work Session- ~~Thursday, December 5, 2013 12:00 pm~~ **To be determined**

**VII. ADJOURN MEETING:**

Chairman Frank adjourned the meeting at 8:03 pm.

This meeting has been recorded and posted on the City of Twin Falls website at the following link:

[http://twinfalls.granicus.com/MediaPlayer.php?view\\_id=2&clip\\_id=142](http://twinfalls.granicus.com/MediaPlayer.php?view_id=2&clip_id=142)

Lisa A Strickland  
Administrative Assistant  
Planning & Zoning Department



Public Hearing: **MONDAY JANUARY 13, 2014**  
 To: Honorable Mayor Hall & City Council  
 From: Mitch Humble, Community Development Dept.

**ITEM IV-2**

**Request:** Request for a Zoning Title Amendment to amend Twin Falls City Code 10-9-9(K); Real Estate Signs, to allow temporary real estate open house signs in the public right-of-way under specific conditions. (App 2602)  
Greater Twin Falls Association of REALTORS c/o Nan Gandy

**Time Estimate:**

The applicant's presentation may take up to fifteen (15) minutes. Staff presentation will be approximately five (5) minutes.

**Background:**

<b>Applicant:</b>	
Greater Twin Falls Association of REALTORS 1162 Eastland Dr. North, Suite 1 Twin Falls, Idaho 83301 <b>(208) 733-6421 office</b>  <b>(208) 734-5707 fax</b>	<b>Requested Zoning:</b> Amendment to Twin Falls City Code – Title 10; Chapter 9; Section 9(K); Real Estate Signs
<b>Representative:</b>	
Nan Gandy & Nancy Glaesemann Prudential Idaho Homes 1411 Falls Ave E, Suite 215 Twin Falls, ID 83301 208-733-6421 <a href="mailto:nancy@twinfallsrealtors.com">nancy@twinfallsrealtors.com</a>  <a href="mailto:nan@prudentialidahohomes.com">nan@prudentialidahohomes.com</a>	<b>Applicable Regulations:</b> 9-9-16 (sight obstruction), 10-2-1, 10-9-1 thru 5, 10-9-9(K), 10-14-1 through 7,

**Approval Process:**

All procedures will follow the process as described in TF City Code 10-14: Zoning Amendments.

Zoning Title Amendments, which consist of text or map revisions, require a public hearing before the Planning Commission. Following the public hearing, the Commission may forward the amendment with its recommendation to the City Council. Any material change by the Commission from what was presented during the public hearing will require an additional hearing prior to the Commission forwarding its recommendation to the Council.

After the Council receives a recommendation from the Commission, a public hearing shall be scheduled where the Council may grant, grant with changes, or deny the Zoning Title Amendment. In any event the Council shall specify the regulations and standards used in evaluating the Zoning Amendment, and the reasons for approval or denial.

In the event the Council shall approve an amendment, such amendment shall thereafter be made a part of the Title upon the passage and publication of an ordinance.

**Budget Impact:**

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

**Regulatory Impact:**

A recommendation from the Planning and Zoning Commission on the proposed Zoning Title Amendment will allow the request to proceed to the City Council.

**History:**

The City Council approved Ordinance 2012 on July 6, 1981 which replaced Twin Falls City Code - Title 10; Zoning & Subdivision Regulations in its entirety.

In December 2008, Ordinance 2957 was approved by the City Council. This ordinance replaced Twin Falls City Code - Title 10; Chapter 9: Sign Regulations in its entirety.

Ordinance 3005 was approved in June 2011 which made changes to references in Twin Falls City Code - Title 10; Chapter 4: Zoning Designations, as well as various definitions in Title 10; Chapter 2: Definitions.

**Analysis:**

This is a request submitted by the Greater Twin Falls Association of REALTORS asking for a Zoning Title Amendment which would amend Twin Falls City Code 10-9-9(K) Real Estate Signs.

The proposed amendment is requesting to allow Real Estate Open House Signs to be located on any public right-of-way subject to:

- a) limited hours not to exceed five (5) total hours in any one day,
- b) access of public right of way to remain open including wheelchair access, and
- c) signs to be removed from the right-of-way within one hour after completion of open house.

The Greater Twin Falls Association of REALTORS making this request state in their narrative that placing signs on the public right-of-way, although not currently allowed in Twin Falls, has been common practice and the sign ordinance as currently written often effectively eliminates licensed REALTORS from holding Open House Events within the City limits. The narrative further states that placing signs on private property can be problematic in residential and commercial areas due to many obstacles; homeowners not being home very often or not agreeing to allow the signs on their property, not able to get permission from businesses who are either closed on weekends or do not wish to have signs on their property during normal open house hours. These circumstances leave REALTORS feeling that they have few options. This leads them to use the only space available, the public right-of-way.

The Twin Falls Comprehensive Plan was updated in 2009. Within that plan, a section was devoted to the design of streetscapes and possible enhancements to road right-of-ways and surrounding corridors. The comprehensive plan does not address commercial signage within the streetscape design guidelines, or its associated streetscape enhancements. Commercial signage within right-of-way is not addressed in the goals or objectives of the Current Comprehensive Plan Community Design Concept Section. Residential signage is not discussed at all as Title 10 does not allow for residential signage in the City of Twin Falls. The Commission shall ensure that any favorable recommendations for amendments are in accordance with the established goals and objectives of the current Twin Falls Comprehensive Plan.

**Possible Impacts:** If approved this Code amendment would not change the regulation of any sign being prohibited within right-of-way (except for traffic control signs), sight triangles located at intersections of streets, alleys and driveways, as per Title 9; Chapter 9; Section 16. The sight triangle is an industry standard that is focused on providing for and maintaining safety. It is designed to allow clear visibility for all types of traffic (pedestrian, bicycle, and vehicle) at intersections. Signs over three feet (3') tall would still not be allowed in this triangle.

The current City Code prohibits all signs from being placed in the public right-of-way. City Code also prohibits off-premise commercial signage, with the one exception being off-premise Real Estate direction signs. The only rule for off-premise Real Estate direction signs is that they are to be placed on private property. It is reasonable to assume that the level of advertising wishing to be accomplished by this code amendment could be accomplished within the existing regulations outlined in current City Code.

Staff feels that this amendment to the City Code would cause confusion, and possibly an increase in violations by other individuals and entities that will see this as a precedent to allow all types of signs within the public right-of-way.

#### **Conclusion:**

On Dec 10, 2013 the Commission held a public hearing on this request. There was considerable discussion and comments by both the real estate industry and the Commission-please see attachment #5-the P&Z Commission Minutes of the Dec 10<sup>th</sup> PH.

Staff consulted ICRMP regarding this request. They expressed concerns with signage being placed in public right-of-way which could cause an accident.

There was a comment made that both the City of Caldwell and the City of Ketchum allow for realtor open house signs to be placed within the public right of way. Upon checking with those communities staff found both cities had regulations that prohibited all signs within public right-of-way.

Upon conclusion of the public hearing and discussion the Commission made a motion to recommend approval of this request as presented. The motion was denied by a vote of 3 for and 4 against. The vote was as follows:

- Commissioner Grey: No
- Commissioner Munoz: No
- Commissioner Tatum: Yes
- Commissioner DeVore: Yes
- Commissioner Woods: No
- Commissioner Boyd: Yes
- Commissioner Frank: No

**Attachments:**

1. Letter of Request
2. Proposed Amendment submitted by the applicant
3. Photos of prior posting of real estate open house signs
4. Citizen Letters(7)
5. Draft Minutes of the December 10, 2013 P&Z PH

B. REQUEST INFORMATION – Item 3

Ordinance No. 2957

**ADDITION TO SECTION 10-9-9: ALLOWABLE SIGNS THAT DO NOT REQUIRE THE ISSUANCE OF A SIGN PERMIT – REASON FOR THE REQUEST:**

Holding an open house as part of a marketing plan is a long standing practice of real estate professionals and of home owners selling their property without employing a real estate professional. Homeowners expect open houses as a part of the service provided by real estate firms. Real estate professionals belonging to the Greater Twin Falls Association of REALTORS® have traditionally provided this service for many years. Placing signs on the public right-of-way has been a common practice.

The sign ordinance as currently written often effectively eliminates licensed REALTORS® from holding open houses within the City limits. Open houses usually require a number of open house signs directing the general public to the home that is being offered for sale. Most open houses occur on weekends. Frequently, adjacent homeowners are away during weekends and are away during week days working and caring for personal business. This prevents REALTORS® from being able to make direct contact with them and to request permission to place a sign on their private property.

In addition, some homeowners do not agree to have open house signs placed on their property. This can prevent REALTORS® or home owners from being able to adequately place signs to direct the public to the home being marketed.

Another problem frequently encountered in areas near commercial properties is that the businesses are not open on weekends to allow REALTORS® to ask for permission to place open house signs. Many commercial properties, especially in the downtown area have no space other than the public right of way in front of the business to place signs.

REALTORS® generally hold open houses for between 2 and 4 hours. This means that it is a very limited time that the signs would be on the public right of way. There is no reason signs should be left after the conclusion of the scheduled open house.

The members of the Greater Twin Falls Association of REALTORS® are asking for a modification of the existing ordinance to allow the temporary placement of open house signs on the public right of way for short periods of time only in a manner that will not prohibit passage by the public including the passage of walkers, wheel chairs and motorized chairs used by the physically impaired.

## PROPOSED AMENDMENT

### 10-9-9: ALLOWABLE SIGNS THAT DO NOT REQUIRE THE ISSUANCE OF A SIGN PERMIT:

#### (K) Real Estate Signs:

1. Definition: A "real estate sign" is a temporary stake sign that advertises a home, building, or property for sale or lease. This definition includes off premises real estate signs for directional purposes.
2. Real Estate Signs Permissible: Real estate signs, both on premises and off premises, are permissible subject to the following conditions:
  - a. Time: No restrictions.
  - b. Place:
    - (1) Real estate signs shall not be located within any public right of way. In general, a real estate sign shall be erected no closer than ten feet (10') from the street pavement.
    - (2) An on premises real estate sign shall be erected on the lot on which the home or property is for sale or lease.
    - (3) An off premises real estate sign shall be erected only on private real property, and only with the consent of the property owner. No more than three (3) off premises real estate signs may be located on any single lot or property.
  - c. Manner:
    - (1) A maximum of one real estate sign per street frontage may be erected on a lot.
    - (2) Residential real estate signs shall not exceed nine (9) square feet in area.
    - (3) Real estate signs on property zoned for nonresidential uses shall not exceed thirty two (32) square feet in area.
    - (4) Real estate signs on agricultural properties shall not exceed thirty two (32) square feet in area. Only properties that are larger than forty (40) acres and that currently produce agricultural products shall be considered to be agricultural properties.
    - (5) All real estate signs shall be located in conformance with the provisions of section [10-9-5](#) of this chapter.

### **3. Open House Real Estate Signs Permissible: Real estate signs, both on premises and off premises, are permissible subject to the following conditions:**

#### **a. Time:**

- (1) Open house signs may only be permitted on the public right of way one (1) hour before and one (1) hour after a scheduled open house. The total time an open house sign will be permitted on the public right of way shall not exceed five (5) hours in any one (1) day.***
- (2) No open house sign shall block the access of any public right of way so as to prevent passage by the general public including wheelchair access.***
- (3) All open house signs are to be removed from the public right of way within one (1) hour after the completion of the open house.***

***b. Manner:***

- (1) Real estate open house signs placed on a sidewalk shall have a pedestrian or wheelchair passageway of a minimum of 36"***
- (2) Real estate open house signs shall not exceed nine (9) sf in area***
- (3) Real estate open house signs shall not be placed in a manner that would obstruct an ADA sidewalk ramp.***
- (4) Real estate open house signs placed in the right of way will not exceed 36" in height.***







## Jonathan Spendlove

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**From:** Donna Hall <dannahallrealtor@gmail.com>  
**Sent:** Monday, October 07, 2013 2:15 PM  
**To:** Renee Carraway  
**Subject:** Sign Ordinance

Good day Renee.

My name is Donna Hall with Canyonside Irwin Realty. It is very important to my business that the sign ordinance is changes to allow us to do open houses.

I am hoping to attend the meeting tomorrow evening. In the event I can not this is my voice being heard.

Sincerely,

Donna

--

Donna Hall  
Realtor,SFR  
Canyonside Irwin Realty  
208-404-6639

## Jonathan Spendlove

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**From:** Elaine Wright <elainewright@tfrealtors.com>  
**Sent:** Monday, October 07, 2013 12:52 PM  
**To:** Renee Carraway  
**Subject:** Sign Ordinance

Please allow realtors to place "Open House" signs in the public right-of-way. This helps not only the realtor but the seller and any potential buyers to locate the property, and the local economy.

Thank you for your consideration!!

Elaine

--

Elaine Wright  
Gateway Real Estate  
208-420-4129 (cell)  
208 733-5606 (fax)

## Jonathan Spendlove

---

**From:** Erin Callen <erin@westerra.cc>  
**Sent:** Monday, October 07, 2013 1:31 PM  
**To:** Renee Carraway  
**Subject:** Open House Signs

Renee,

I am writing this letter in support of the proposed sign ordinance modification. We as Realtors have a duty to our clients to advertise our open house efforts in order to gain exposure for the sale of their properties. Open Houses offer the chance for buyers to feel comfortable in a casual setting and are a successful tool in our business. In turn Open House signs need to be posted where potentials buyers can see them in order to know which direction to turn. The signs are temporary in nature and shouldn't be picked up by the City. They are put up before and taken down an Open House. The existing ordinance hinders our ability to do our jobs well thus affecting income source. Please take this into consideration when you make the choice of whether or not to allow such signs in public rights of way.

Thank you,

**Erin Callen**  
Teton Trucking, LLC  
Muni Storage  
Westerra Real Estate Group  
Mobile (208) 308-1310  
Fax: (208) 734-9493

## Jonathan Spendlove

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**From:** jamiepbd@gmail.com on behalf of Jamie McDowell <jamie@gemstaterealty.com>  
**Sent:** Monday, October 07, 2013 4:07 PM  
**To:** Renee Carraway  
**Subject:** Sign Ordinance Proposal

Hi Renee,

I am writing in support of the proposed sign ordinance that is going before the committee tomorrow night (Oct. 8 2013).

As an active, licensed Realtor in Twin Falls, I am compelled to voice my opinion in favor of the new ordinance. I, personally, have had my open house signs removed twice during an open house event. I cannot express to you how frustrating it is to comply with the current ordinance by placing an open house sign 10' from a public right away. It's nearly impossible!! And if you are lucky enough to meet that strict criteria, good luck with anyone even seeing the sign! I have actually stopped using them because they have to be placed in such an area (to abide by current requirements) that no one even sees them anyway. The last time I had a sign picked up by whomever is in charge of enforcing the code, I looked down the block and saw 3 yard sale signs prominently in the middle of the sidewalk and displayed in such a manner that any motorists could surely take a swipe at them. **But, they weren't picked up! ??**

**Please, please** consider changing this ordinance to accommodate Realtors. Not only will you be allowing us to do our job and market properties efficiently, but the sign themselves are out and about for such a very short period of time (usually only 2-3 hours on a Saturday), that it really seems to me they can't possibly be the hazard that the city thinks they are? Especially when there are so many other signs from yard sales and such that are displayed so dangerously and inappropriately.

Your consideration is very much appreciated. I know you have to do what's best for the city, and all we are asking for is just a few minor changes that will enable us to hold open houses for effectively, thus improving our livelihood as Realtors.

Thank you,  
I sincerely appreciate your time.

--

**Jamie McDowell**

**Realtor**

**[Gem State Realty](#)**

1411 Falls Avenue East Suite 1000 A  
Twin Falls, ID 83301  
Cell: 208-320-2233

Office Toll Free: 800-455-1180  
Fax: 208-733-6112

## Jonathan Spendlove

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**From:** Judy McCurdy <judymccurdy@ciragent.com>  
**Sent:** Monday, October 07, 2013 2:36 PM  
**To:** Renee Carraway  
**Subject:** signs

Renee, please let me go on record in support of this ammendment. We need our signs as they are our best form of advertisement, and particularly the open house signs. We need as much visibility for those as we can get. We appreciate any effort on our behalf to make this possible. Thank you. Judy McCurdy, Canyonside Irwin Realty.

## Jonathan Spendlove

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**From:** Sara Bullers <sarabullers@ciragent.com>  
**Sent:** Monday, October 07, 2013 2:20 PM  
**To:** Renee Carraway  
**Subject:** sign ordinance

Hello Renee,

I am sending this email to show my support for the proposed changes to the sign ordinance. It is important to have signage for Open Houses as that is one of our best forms of advertising for the event.

I am not able to attend the meeting so I am casting my yea vote via email.

Sincerely,

*Sara Bullers*

ABR, CRS, GRI, SFR, SRES, WCR

Canyonside Irwin Realty

Twin Falls, Id. 83301

208-539-6889 (mobile)

[sara@sarabullers.com](mailto:sara@sarabullers.com)

**From:** Terry C. McCurdy [<mailto:TerryM@itechinc.com>]  
**Sent:** Monday, October 07, 2013 4:30 PM  
**To:** Renee Carraway  
**Subject:** Proposed Sign Ordinance

Renee,

I encourage you to approve the new Proposed Sign Ordinance No. 2957, which addresses the placement of Open House signs in the public right-of-way during an open house. This proposal is exactly what needs to be approved to allow realtors to hold an Open House and market it in a very short time-frame. In the 15 years I have been doing Open Houses I have never seen a safety issue, however, not endorsing or not approving this proposed ordinance would not eliminate any safety concerns but would cause undue hardship to one of the largest industries in Twin Falls.

My understanding of the Planning and Zoning Commission is to address issues before them, listen to all concerned, and make decisions based on safety and economic factors. In this case, approving this proposal would accomplish this goal. Please encourage approval of this proposed ordinance.

Thank you so much!

Terry C. McCurdy  
Canyonside Irwin Realty  
208-308-2455



north parcel. They are currently in a purchase/sale agreement for that portion of the lot contingent upon completion of the platting process. There will be approximately 2.3 Acres of storage units on the one north lot, which will be built in phases, and six (6) other commercial lots on the south available for development. These six (6) lots may turn into storage units in the future if Forrest goes back through the process, but at this time the plat is showing six (6) individual commercial lots for development in order to keep options open. Applicant stated understanding of staff recommendations and conditions for approval, primarily the landscape buffer as well as the sanitation limitations for the development and asked that the Commission approve the request for preliminary plat approval.

**Staff Analysis:**

Planner I Spendlove reviewed the request and the exhibits on the overhead along with the history of the property. On July 1, 1996, Ordinance #2531 was approved to rezone 132.5 acres from RR to R-2, R-4, R-4 PRO and C-1 PUD. The Cedar Park PUD Agreement was approved on June 2, 1997.

This Preliminary Plat for the Cedarpark #10 Subdivision, A PUD, includes 3.96 (+/-) acres and is zoned C-1 PUD (Commercial Highway District) PUD (Planned Unit Development). The request is to plat seven (7) lots for commercial development. The site is located at the southwest corner of Carriage Lane North and Chuck Wagon Place. The property is currently undeveloped and being farmed. The parcels are being subdivided into seven (7) commercial lots. The lot area in the C-1 zone shall be of sufficient size to provide for the building, the required setbacks, off street parking and landscaping. The proposed development is for commercial subdivision and will be required to meet the minimum code standards and comply with the Cedar Park PUD Agreement.

The proposed subdivision is planned to be developed in two (2) phases. Lot one (1) will be the northern 2.11 acres of the parcel will be the phase 1. If the storage units are successful, they would expand to the south and potentially the south six (6) lots would go away and become Phase 2 of the storage units. Phase 1 is proposed to be developed as mini-storage units. A SUP was granted on Sept. 10, 2013 to allow construction of storage units on this lot, subject to conditions. The PUD states there is to be a landscape buffer between residential and commercial lots. The developer of the mini-storage facility has agreed to contact to owner of the property to the north and establish a maintenance agreement regarding the existing landscape buffer in exchange of having to construct additional landscaping on the northern boundary of his property. The Commission may want to place a condition on the preliminary plat that the maintenance agreement shall be in place and the City has a copy for our files before recordation of the final plat. The landscape buffer is a requirement on the recorded Cedar Park PUD Agreement. Currently there is an approximate five (5) foot buffer along a portion of the southern boundary of the Carriage Lane Apartments. This was installed at the time of construction of the apartment complex. This buffer was not installed along the entire length of the property boundary between the residential and commercial uses. The portion to the West needs to be completed in order to be compliant with the PUD, and that is the reason for the staff recommended condition. The original route for sewer service to this subdivision has been found deficient via the sewer modeling process. In order to adequately serve this subdivision, multiple alternative routes have been proposed. At this time an alternative route has not been agreed upon between the developer and the City Engineering Department. It would be acceptable to require a condition on the plat approval for an adequate sewer service plan to be agreed upon between the

developer and the City Engineering Department, prior to recordation of the plat. A full review of required improvements will be made by the Building, Planning, Fire and Engineering Departments for full compliance with minimum development standards prior to issuance of any building permits. This is the first step of the plat approval process. A preliminary plat is presented to the Planning and Zoning Commission. The Commission may approve the preliminary plat, deny it, or approve it with conditions. A final plat, that is in conformance with the approved preliminary plat and including any conditions the Commission may have required, is then presented to the City Council. Only after a final plat has been approved by the City Council and construction plans approved, may the plat be recorded and lots sold for development. The plat is consistent with other subdivision development in the area, city code criteria and is in conformance with the Comprehensive Plan which designates this area as appropriate for commercial/retail.

Planner I Spendlove stated upon conclusion staff recommends the Commission approve the preliminary plat of the Cedarpark #10 Subdivision, A PUD, as presented, subject to the following conditions:

1. Subject to final technical review and amendments as required by Building, Engineering, Fire, and Zoning officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to compliance with the Cedar Park PUD Agreement.
3. Subject to Landscaping Buffer Maintenance Agreement between Cedarpark #10, Lot 1, Block 1 and Cedarpark #1, Lot 37, Block 4, being executed and a copy given to the City prior to recordation of the final plat.
4. Subject to an adequate sewer service plan agreement between the developer and the City Engineering Department prior to recordation of the final plat.

**Questions/Comments:**

- Commissioner Woods asked about the apartments and light intrusion into the apartments from the adjacent development.
- Planner I Spendlove stated that this concern would be addressed in the building permit review process, code requires that lights be downward facing. Typically this issue would have been addressed with the Special Use Permit process, the platting of property doesn't necessarily delve into the construction and or design of the project.
- Commissioner Woods then asked if the issue has already been dealt with and is a non-issue at this point.
- Planner I Spendlove affirmed that the light intrusion issue is not an issue at this point.
- Commissioner Munoz asked about storm water retention areas and Engineering review.
- Planner I Spendlove stated that this will also be addressed in the building permit review process and deferred specific questions to the Engineer representing the applicant.
- Mr. Vawser explained that the storm water retention for the storage units will be handled with a dry well system that has been designed and submitted for review.

**Public Hearing: OPENED & CLOSED WITHOUT COMMENTS**

**Discussion Followed:**

- Commissioner Munoz stated that the commissioners have already reviewed the Special Use Permit for the storage units, and recollected that there weren't any issues or public comment about the design. Also that the commercial lots could be a buffer for whatever happens to come along later to the south.
- Further discussion about the staff recommendations and conditions placed on the Plat. It was determined all conditions presented in the staff report were placed on the list of staff recommended conditions.

**Motion:**

Commissioner Munoz made a motion to approve the request, as presented, with staff recommendations. Commissioner Woods seconded the motion. All members present voted in favor of the motion.

**Cedarpark #10 Preliminary Plat, a PUD, was Approved, as presented, with the following conditions**

1. Subject to final technical review and amendments as required by Building, Engineering, Fire, and Zoning officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to compliance with the Cedar Park PUD Agreement.
3. Subject to Landscaping Buffer Maintenance Agreement between Cedarpark #10, Lot 1, Block 1 and Cedarpark #1, Lot 37, Block 4, being executed and a copy given to the City prior to recordation of the final plat.
4. Subject to an adequate sewer service plan agreement between the developer and the City Engineering Department prior to recordation of the final plat.

**IV. PUBLIC HEARINGS:**

1. Request for the Commission's recommendation for a Zoning Title Amendment to amend Twin Falls City Code Title 10; Chapter 7; Section 6(A), to reduce the front yard building setback to 52' from centerline on Bridgeview Boulevard from Blue Lakes Boulevard North to Pole Line Road East. c/o EHM Engineers, Inc. on behalf of Bridgeview Estates (app. 2576)

**Applicant Presentation:**

Hailey Barnes, EHM Engineers, Inc. representing the applicant stated that their client would like to do a remodel of their entrance. The current entrance is not customer friendly, particularly for elderly residents. They would like to provide a covered area so that visitors and residents can load and unload easily out of the weather. They are asking for the code amendment due to the limitations of the current sight and building.

**Staff Analysis:**

Planner I Spendlove reviewed the request and the exhibits on the overhead along with the history of the property. City Code §10-7-6 references "Front Yard Setbacks" and was established in the City Code in 1990 with Ord. 2323. This section lists arterial, collector, and other major roadway sections and establishes a building setback from the centerline of the named road section. As roadways have been added to the City the section has been amended to reflect new construction and changes to roadway width standards.

Amendments were made in 1999 with Ord. 2620, in 2002 with Ord. 2662, in 2003 with Ord. 2773, and in 2006 with Ord. 2850. The adoption of the Master Transportation Plan also affects these standards.

This request is for a Zoning Title Amendment to City Code Title 10; Chapter 7; Section 6 to change the centerline building setback for Bridgeview Blvd from Blue Lakes Blvd North to Pole Line Road East. Bridgeview Boulevard currently is classified as a major collector street and is located between BLBN and Locust St N. The current building setback requires 62' from centerline of Bridgeview Boulevard. The request to reduce this centerline setback to 52' from BLBN to Pole Line Rd E, leaving the building setback between Pole Line Rd E to Locust St N at 62' from centerline.

This amendment would decrease the amount of available space for future right-of-way on this section of Bridgeview Boulevard. However, Bridgeview Blvd is not the designated heavy traffic route for the area, and if future traffic needs warranted an expansion of the roadway in this particular section, a five (5) lane arterial roadway could still be designed within the land available through the proposed reduced centerline setback of fifty two feet (52'). Staff does not feel the visibility corridor or vehicular traffic safety would be greatly compromised by decreasing the street centerline setback in this section of Bridgeview Boulevard as it is mostly developed. If additions or remodels to existing buildings were to extend to the fifty-two foot (52') setback, the visibility corridor would still be reasonably large enough for vehicular traffic safety concerns as well.

Planner I Spendlove stated a recommendation by the Commission of this request, as presented, the request could be noticed for public hearing before the City Council. Upon conclusion, Staff feels that the amendment to City Code 10-7-6, as presented, would satisfy the needs of the city in the future while maintaining the safe visibility corridors of vehicles that use the roadway.

**Questions/Comments:**

- Commissioner Munoz asked about landscaping requirements and if they are decreasing the setback how would that impact landscaping allowances and requirements.
- Planner I Spendlove stated that this is not a gateway arterial; therefore a minimum landscaping buffer is not required by code for this area. However, these properties are regulated under PUD Agreements. They would still have to meet the requirements of City Code and the PUD.
- Commissioner Frank asked about the visibility and future development in the area and if there are any unforeseen consequences.
- Planner I Spendlove stated that the Engineering Department has confirmed that in the future with this change they will still be able to get the amount of lanes needed and the visibility needed for the roadway to be safe.
- General discussion on the topography of the west side of the roadway towards the mall.

**Public Hearing: OPENED & CLOSED WITHOUT COMMENTS**

**Discussion Followed: WITHOUT CONCERNS**

**Motion:**

Commissioner Tatum made a motion to approve the request, as presented, with staff recommendations. Commissioner DeVore seconded the motion. All members present voted in favor of the motion.

**Recommended for approval to the City Council, as presented**

**City Council Public Hearing Scheduled for January 13, 2014**

2. Request for the Commission's recommendation for a Zoning Title Amendment to amend Twin Falls City Code Title 10; Chapter 9; Section 9(k) to allow temporary real estate open house signs within public right of way under specific conditions. c/o Nan Gandy on behalf of Greater Twin Falls Association of Realtors (app. 2602)

**Applicant Presentation:**

Nan Gandy, the applicant, stated she is representing the 250 members of the Greater Twin Falls Association of Realtors. She read the proposed amendment to the Commission with conditions for approval. The proposed amendment is requesting to allow Real Estate Open House Signs to be located on the public right-of-way, one hour before and one hour after the scheduled open house subject to: a) limited hours not to exceed five (5) total hours in any one day, b) access of public right of way to remain open including wheelchair access, and c) all open house signs to be removed from the right-of-way within one hour after completion of open house. The manner in which the signs should be placed is a) the signs placed on the sidewalk shall have pedestrian or wheelchair passageway of a minimum of 36", b) shall not exceed 9 sq. ft. in area, c) shall not be placed in a manner that would obstruct any ADA sidewalk or ramp, and d) will not exceed 36" in height. The request is being made to expand the current ordinance in order to allow the 250 Real Estate Members to increase the visibility of temporary directional open house signs. This will help the 421 current families who are trying to sell their homes, as well as those who will sell in the future. It also impacts developers, builders, lenders, title companies, home inspectors, and insurance agents who depend on real estate sales for their continued success. The key to selling a property is to get maximum exposure of the property Open House Events are an important tool in accomplishing this goal. They are a time honored method for selling homes not only in Twin Falls, but they are a marketing tool used nationally. The present provisions of the current ordinance limit the use of directional signs as an important part of the marketing tool to sell the property. To have an effective open house advertisement is important, ads are costly, realtors are reluctant to place expensive ads in the newspaper when they are not able to place signs out directing potential buyers to the property. Realtors are not asking the ordinance be removed from the books, but to be modified slightly. They are asking for the signs to be placed within the public right-of-way for a very limited time in visible places to direct traffic to the Open House. Real Estate has one of the largest impacts economically and helping real estate thrive helps the City. The real estate market has historically driven the economic recovery process and has been hit hard in the past several years; the industry does not need any other impediments to restrict improvements to the real estate market. As for impacts, city staff mentions concerns regarding the site-triangle however Open House A-Frame signs are only 26" in height (An example of this described sign was presented). City Ordinance 9-9-16 defines obstruction to traffic as follows: obstruction constituting a traffic hazard shall exist if any object, structure or thing, except buildings and residences which are otherwise in conformance with law, is allowed to exist which exceeds three feet (3') above the existing center of roadway in elevation, the proposed amendment

specifically limits the height of the directional sign to comply with the sight triangle provision. Realtors are not asking for any change in signage at their place of business or any regular realty marketing yard sign. The request is to increase flexibility for the placement of temporary directional devices to direct traffic to an Open House. The business model of realty is unique; no other business provides off-site Open House sales as a service to their clients. Buyers are conditioned to look for directional signs, although staff considers the existing ordinance to be adequate there are other communities that have recognized the challenges of Open House events and the need for directional signs. Similar ordinances are on the books in the City of Ketchum and the City of Caldwell allowing Open House signs in the public right-of-way with similar conditions proposed in this amendment. The association is aware of past problems with placing these signs on the sidewalk as shown in the pictures provided by the staff. Most of the signs shown would continue to be in violation of the ordinance. In an effort to eliminate violations the association proposes an aggressive educational process for all realtor members and new member orientation. Code Enforcement Coordinator Standley has indicated his willingness to provide an educational presentation at one of the associations monthly membership lunches. Association staff would also encourage individual brokers to provide training at their sales meetings.

**Staff Presentation:**

Planner I Spendlove reviewed the request and the exhibits on the overhead along with the history of the property. The City Council approved Ordinance 2012 on July 6, 1981 which replaced Twin Falls City Code - Title 10; Zoning & Subdivision Regulations in its entirety. In December 2008, Ordinance 2957 was approved by the City Council. This ordinance replaced Twin Falls City Code - Title 10; Chapter 9: Sign Regulations in its entirety. Ordinance 3005 was approved in June 2011 which made changes to references in Twin Falls City Code - Title 10; Chapter 4: Zoning Designations, as well as various definitions in Title 10; Chapter 2: Definitions.

This is a request submitted by the Greater Twin Falls Association of REALTORS asking for the Commission's recommendation on a Zoning Title Amendment which would amend Twin Falls City Code 10-9-9(K) Real Estate Signs. The proposed amendment is requesting to allow Real Estate Open House Signs to be located on any public right-of-way subject to: a) limited hours not to exceed five (5) total hours in any one day, b) access of public right of way to remain open including wheelchair access, and c) signs to be removed from the right-of-way within one hour after completion of open house.

The Greater Twin Falls Association of REALTORS making this request state in their narrative that placing signs on the public right-of-way, although not allowed, has been common practice and the sign ordinance as currently written often effectively eliminates licensed REALTORS from holding Open House Events within the City limits. The narrative further states that placing signs on private property can be problematic in residential and commercial areas due to many obstacles; homeowners not being home very often or not agreeing to allow the signs on their property, not able to get permission from businesses who are either closed on weekends or do not wish to have signs on their property during normal open house hours. These circumstances leave REALTORS feeling that they have few options. This leads them to use the only space available, the public right-of-way.

The current Twin Falls Comprehensive Plan was updated in 2009. Within that plan, a section was devoted to the design of streetscapes and possible enhancements to road right-of-ways and surrounding corridors. The comprehensive plan does not address commercial signage within the streetscape design guidelines, or its associated streetscape enhancements. Commercial signage within right-of-way is not addressed in the goals or objectives of the Current Comprehensive Plan Community Design Concept Section.

The Commission shall ensure that any favorable recommendations for amendments are in accordance with the established goals and objectives of the current Twin Falls Comprehensive Plan.

If approved, this Code amendment would not change the regulation of signs being prohibited within sight triangles located at intersections of streets, alleys and driveways, as per Title 9; Chapter 9; Section 16. The sight triangle is an industry standard that is focused on providing for and maintaining safety. It is designed to allow clear visibility for all types of traffic (pedestrian, bicycle, and vehicle) at intersections. Signs over three feet (3') tall would still not be allowed in this triangle.

The current City Code prohibits all signs from being placed in the public right-of-way. City Code also prohibits off-premise commercial signage, with the one exception being off-premise Real Estate direction signs. The only rule for off-premise Real Estate direction signs is that they are to be placed on private property. It is reasonable to assume that the level of advertising wishing to be accomplished by this code amendment could be accomplished within the existing regulations outlined in current City Code.

Staff feels that this amendment to the City Code would cause confusion, and possibly an increase in violations by other individuals and entities that will see this as a precedent to allow all types of signs within the public right-of-way.

Planner I Spendlove stated upon conclusion the Commission may recommend to the City Council that the amendment be granted as requested, or it may recommend a modification of the amendment requested (will require another public hearing before the Commission), or it may recommend that the amendment be denied.

**Questions/Comments:**

- Commissioner Boyd referred to the picture shown on page 11 of the staff report packet and asked if staff knew of the height of the sign and why this sign was in violation.
- Planner I Spendlove explained he did not have the height of the sign. This sign was placed in public right-of-way and many times the road is not built as wide as the road is intended to be built in the future. He deferred this question to the Assistant City Engineer for more clarification.
- Assistant City Engineer Vitek stated that most of the roads in the City were built at a standard width of 50 ft. and as capacity increases the roads are widened up to wherever the City has right-of-way and on most of the streets the right of way extends behind the sidewalk. A lot of people are not aware of this since they have maintained the property up to that point for so long. They cannot find the property pins indicating the true property boundary.

- Commissioner Boyd stated that she felt the placement of that particular sign was appropriate because it is not blocking the road or the sidewalk. The sign could be in violation because of a technicality that may not be obvious to the property owner or the person putting up the sign.
- Commissioner Frank asked the applicant if this were to be allowed would it give the realtors a privilege that other businesses or even someone in the neighborhood wouldn't have; for example a rummage sale sign or a home based business that wanted to have a sale for a short period of time. Would you be getting something that others in the community wouldn't be getting?
- Ms. Gandy she stated that this industry different than other business because they have a store front but that is not where the product is located. These are off-site remote situations that she doesn't think other businesses deal with.
- Commissioner DeVore asked if this would allow a private individual to have off-site open house signs posted also. So this would impact anyone who was selling their own home.
- Ms. Gandy: yes this code amendment would allow such an opportunity for the general public to have an open house sign if they were selling their home themselves.

**Public Hearing:**

- Nathan Lyda, 1852 Riverwood Road, explained the National Association of Realtors has done research on the impacts that realty has on the economy, approximately nine (9) Billion or 15.5% of the Gross State Product. Home sales have multiple ancillary effects on the economy including furniture, remodel and other items or individuals who benefit from this economic transaction. When buyers were asked how they found the home they purchased the top three answers were: internet, a realtor and an open house/sign. This tool helps the realtor do what they can to help market properties to the expectations of the seller.
- Stanley Tobiason, 2688 Carriage Way, he explained that they invite people into homes and he would like to be able to have as many people possible visit the homes. Many people just show up to check it out. He had an open house this weekend and the people thanked him for posting the directional signs. The signs would be temporary and they don't plan to block the sight triangle, and he doesn't think that this will set a precedence that will cause people to start putting out more signs on the sidewalk. Open house signs are something that is in the DNA of the real estate world. The process of asking people throughout the neighborhood to put the signs on private property is not feasible. Every time he sets out signs on private property he fears that after the open house they will be missing, luckily it hasn't happened yet. This is an important part of promoting business and supporting the economy of Twin Falls.

**Discussion Followed:**

- Commissioner Woods explained that he is conflicted on the issue. He does understand the unique situation for needing these directional signs in certain situations but is not sure that it's not going to create a situation where others are going to post signs in the right-of-way also. Another point is that the photos provided show a disregard for the current set of rules. In order to provide some means of compromise, he thought it might be better to only allow free standing signs in the right-of-way limit it to free- standing signs not signs on poles, and required each sign to have the contact number for whoever placed the sign, so that if the sign is in violation there is a means of fining the violator.

It is clear in the pictures that the rules aren't followed now, having a means to fine and sink some teeth into the violation might be better.

- Commissioner Boyd asked to address Steve directly. These Open House signs already exist, they are already a common practice, they aren't something new coming into the City. She described two types of signs A-Frame Signs, which don't do well in wind, as well as the ones that have to be stuck into the ground; and because of the wind she prefers the ones that get stuck in the ground for stability. As for identification most of the signs have contact information on them so that person could be contacted. When a realtor is paying for their own signs, it is costly and the penalty is when a sign is missing they have to buy a replacement. It is a normal practice for people to look for the open signs. Very seldom are open house signs out for very long after the Open House is over because most realtors want to be able to go home soon after to enjoy their weekend. Education is necessary; she was not clear how public right-of-way can be documented but it is not obvious to the regular citizen. Having this amendment would make the rules very specific.
- Commissioner Munoz asked if signs are currently picked up when they are out of compliance.
- Planner I Spendlove stated typically the Code Enforcement Coordinator will pick them up if they are a safety hazard or a clear violation, in some instances he does try to educate the people when the signs are in violation and gives the person an opportunity to move the sign before he impounds them. The signs can be picked up from the City which could potentially cost \$25.00.
- Commissioner Munoz stated the applicant is claiming that they are a unique business, but he is not convinced that they are the only ones that have sales away from their office. Estate sales for example and a MaryKay lady could be another potential business with off-site sales, and there are a lot more. He knows there are a lot of others like garage sales that place them on poles and other violations occur. He is conflicted as well; he understands how it could be a good tool, and how a well-educated group could manage the signs well. On the other hand, other entities that do not take pride in their signs will not follow the rules after seeing the realtor signs. His biggest concern is that others that are not well-educated about the rules will see the signs and think it is ok to put signs in the right-of-way. He wonders if approval of this amendment will give the realty group and unfair advantage over another group that does not have an association to work with to help them through this process. The process is difficult and he doesn't want to limit things to one specific group. The education will only apply to the groups that care, currently if the person has to ask permission to place a sign on private property they will do it correctly or they won't put it up if the owner of the property says no. Are we limiting the rights to one group, where everyone should have the same rights? Are we also creating a nightmare for other people, and the enforcement of the rules that are different for different groups? That is why I am conflicted, a good organization like the realtors will know the rules whereas someone from the general public may not educate themselves on the rules and not understand why they can't do the same thing we are allowing the realtors to do.
- Commissioner Frank stated he struggles with the term public right-of-way and would like to see something opened up to more businesses, he knows there are other businesses that would like to have off-site advertising opportunities. This does limit it to one group, and he thinks there might be other potential users that would be interested in this allowance. He would like to see something

that opens it to more users if we are going to allow one group. He thinks the amendment is too narrow.

- Commissioner Boyd asked if there are currently any sign compliance issues and if there are complaints. Do people complain about garage sales, yard sales, selling puppies at Winco?
- Planner I Spendlove explained that there are compliance issues all the time. There are violations with off premise signs all the time for example the signs advertising Christmas lights, blowing out sprinkler systems, cleaning out rain gutters, these are all illegal. Garage Sale signs in right-of-way are the biggest offenders. We have an issue with people putting signs on sidewalks, in roadways, on light poles; yes we have issues with signs in Right-of-way.
- Commissioner Frank asked if there is a way to bring things into compliance isn't that the goal.
- Planner I Spendlove explained compliance is the goal and penalty is the last option.
- Commissioner Munoz stated the realtors will be willing to follow the rules making the public aware of the rules so that compliance is better, he would agree that change and education is necessary. Perhaps we have a mechanism that allows people to call before placing signs so as to make sure they are placing them in the correct place. Most people are willing to do that, are willing to comply with the rules.
- Commissioner Boyd stated that this is an industry trying to serve their clients and work with the City. She doesn't think that there will be a unilateral agreement on code, and policing private citizens, particularly yard sale signs, will not be the same as policing an industry that is trying to make a set of rules that can be followed. These signs have been around forever, and we do have issues with compliance but we have a group who wants to follow a set of rules that allows them to serve their Clients.
- Commissioner Frank explained that there are rules in place currently that aren't being followed, Commissioner Grey agreed.
- Commissioner Woods he thinks the rules can be clear and specific to a group that is educated but the rest of the population just sees signs going up everywhere and they don't know what the rules are and which ones they should follow. It can be very confusing, how do things get controlled with lots of specialized rules for different groups.
- Commissioner Grey stated that the current rules are there now and are not being followed.
- Commissioner Tatum thanked the industry for trying to find an adult way of addressing this concern through a consensus. This could allow independent realtors or independent brokers that would be positively affected for this. Right now I would vote in favor of this at this point to go to the City Council.
- Commissioner Frank stated that the discussion has been lively and he believes it is a needed discussion.

**Motion:**

Commissioner Woods made a motion to approve the request, as presented, with staff recommendations. Commissioner Boyd seconded the motion. **The motion was voted on in the following order:**

- Commissioner Grey: No
- Commissioner Munoz: No

- Commissioner Tatum: Yes
- Commissioner DeVore: Yes
- Commissioner Woods: No
- Commissioner Boyd: Yes
- Commissioner Frank: No

**Recommendation to approve the request as presented was denied by a vote of 3 for and 4 against**

**City Council Public Hearing Scheduled for January 13, 2014**

3. Requests a Special Use Permit to replace a legal non-conforming use with another non-conforming use by allowing an assembly business consisting of electrical components on property located at 580 Addison Avenue West. c/o Dan Thiel / ProWest Engineering on behalf of Western Enclosure (app. 2607)

**Applicant Presentation:**

Dan Thiel, Mountain Sun Construction, representing the applicant stated that the warehouse that was used by the old Hospital and County previously has continued to be used for storage and a shop. The applicant had purchased the property with the idea they would be allowed to use the building for light assembly/storage. The property is zoned R-6 & C-1; the zoning map has the building in two separate zoning districts. This makes the building a non-conforming use. They are applying for a Special Use Permit to operate a similar non-conforming use in the same building. All assembly work will be done completely inside the building; they have been using the building prior to the hearing and have not had any complaints. In order to continue operating they need to have a special use permit approval. The business will operate M-F 8:00-5:00, the impacts to the neighboring area will be minimal. The largest truck used is a flat bed, not a semi. All trucks will maneuver completely onsite. There will not be a paint booth on the premises. If they expand they will be looking for an M-2 property in order to continue their business. The only other concern is that it be limited to ProWest Engineering & Western Enclosure, he wanted to clarify that they do have another subsidiary of ProWest called Eaglegate Systems that uses the location for storage. Eaglegate is the remote controlled gate system company.

**Staff Presentation:**

Planner I Spendlove reviewed the request and the exhibits on the overhead along with the history of the property. In July 1986 a Special Use Permit was granted to Roger Powell to operate an Auction House. At that time the building had been used as a warehouse. Since that time, it is believed the building changed hands multiple times, Norco used it for storage, Magic Valley Medical Center also used it for some purpose, and most recently Twin Falls County had been using it as a mechanic shop and storage facility. ProWest Engineering purchased the property from the County in May 2012. Since that time they have been using it to assemble electrical components into various sizes of cabinets and as a temporary storage facility for the assembled cabinets and larger cabinets/storage trailer/units. After our initial contact with the owners, we have been in constant communication over the zoning issues that are on the property, mainly that the building is located in two different zoning districts. This assembly & storage facility will be used in conjunction with their primary office located on the corner of Martin Street and Addison Ave West.

The applicant has supplied a narrative detailing most of the general operations of the business. Hours of operation are stated to be 8am – 5pm- days of the week were stated previously. Traffic generation would be minimal, with 2-5 employees and deliveries of components via UPS/FedEx. Occasionally larger components will be delivered on large trucks. The parking area & pick-up/delivery areas are shown on the site plan. As per City Code 10-10-2(B)- Backing a vehicle from an off street parking space directly into a public traffic way creates a traffic hazard... and shall not be approved by the City Engineer ...". Upon operation of this business as proposed there appears to be minimal impacts to the surrounding areas via noise, glare, and odor.

ProWest is the electrical engineering firm that designs electrical systems for very specific uses in agricultural, mining, and industrial uses. Western Enclosure will be the subsidiary company that will assemble the various electrical components into finished "cabinets", "enclosures" or "shipping containers". These enclosures vary quite a bit in size from 2'x3' up to large metal shipping containers. (Sample photos are found in this packet). The existing building stands within a lot which is zoned both C-1 and R-6 PRO. The Official Zoning Districts Map has the boundary line bisecting the building itself into two (2) differing zones. The use of the property, and the building, when Twin Falls County used it was deemed a legal non-conforming use due to the establishment of the R-6 Zone on part of the property.

Per City Code 10-3-4(A)-1e: "A legal nonconforming use involving a building may be resumed or replaced by another nonconforming use by special use permit if said legal nonconforming use has not been discontinued for more than five (5) years. In addition to the general standards applicable to special uses, the applicant must show that the existing building cannot be reasonably converted to a conforming use." It has been determined that the county's use of the property as a mechanic shop continued the legal nonconforming use established prior to when the Zoning Map changed. The non-conforming uses have continued as such up until the sale of the property to ProWest in May 2012. The proposed use of the property as an electrical cabinet/enclosure assembly business would be considered another nonconforming-use as neither the R-6 PRO or the C-1 zoning designations list "retail assembly" as an allowed use. The reasonable conversion of the property is problematic due to the bisecting of the property by two zones we believe it would be unreasonable to convert the building to comply with both Zoning districts.

Per City Code 10-7-6: Martin Street is classified as a collector street and has a building setback of 62' from the centerline of Martin Street. This setback is currently being met by the existing building.

Per City Code 10-10: Off Street Parking is required for this business at a rate of one (1) space to four hundred (400) square feet of floor area. The site plan furnished by the applicant shows this parking requirement being met and exceeded. In addition, the owners have cross use parking agreements with their main office (598 Addison Ave West), as well as the Vendor Blender located at 588 Addison Ave West. Despite these cross use agreements, there appears to be adequate parking for all three businesses.

Per city Code 10-11-1 thru 8: Required improvements are required when there is a "Change of Use". These required improvements include landscaping, screening, parking, parking & maneuvering areas, streets, and drainage and storm water. The landscaping, screening, parking, and streets are pre-existing, and they were

accepted by the City at an earlier time. Since there is no increase to impervious surface there is no current requirement to increase storm water drainage or storage capacity.

The use of the property as outlined in the narrative provided by the applicant does not match up precisely with any definitions currently existing in our zoning code. The general impacts this business will have on surrounding properties should be focused on the delivery methods, general operation of the business, as well as the future paint booth that will be associated with the electrical cabinet assembly and delivery. It is reasonable to assume that the traffic generated by employee's and deliveries via UPS/FedEx are acceptable in the C-1 Zoned areas. The occasional large delivery truck may also be acceptable as long as these trucks do not back onto major roadways before, during, or after their deliveries.

It is not believed the general operation of the assembly shop will cause unreasonable levels of noise, odor, or glare. There will be some minor noise due to the nature of assembling the various components and cabinets. This activity should and will be located fully within the existing building thus greatly reducing the possible impact of noise on neighboring property owners.

Planner I Spendlove stated upon conclusion should the Commission grant this request as presented; staff recommends approval be subject to the following conditions:

1. Subject to the site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards.
2. Subject to this Special Use Permit being limited to ProWest Engineering/Western Enclosure/EagleGate Systems only.
3. Subject to limiting the number of large metal shipping container sized enclosures to a maximum of two (2) on the property at one time and to be located inside the building at all times.
4. No outside storage of materials or finished product at any time.

**Questions/Comments:**

- Commissioner Frank clarified that parts are collected and assembled into a product. They are not stamping cabinets or creating cabinet.
- Mr. Thiel stated that is correct.
- Commissioner Woods asked a question on outside storage, the pictures depict materials outside the building. What is happening there?
- Mr. Thiel stated that these materials shown are leftovers from the different remodels; they have kept some of the materials for reuse. With the advent of condition number 4 it will be cleaned up.
- Commissioner Grey asked if during the County's tenure on the lot they had used that area to store materials.
- Planner I Spendlove stated he did not have proof, but it could be safe to assume they did use it for some storage.

**Public Hearing: OPENED & CLOSED WITHOUT COMMENT**

**Discussion Followed:**

- Commissioner Grey stated that he has concerns about limiting the storage area, perhaps the pods or containers would be neater.
- Commissioner Frank asked if there is a need for storage of parts.
- Mr. Collins, 2648 College Way, the applicant, explained they have approximately 50% of the components that have to be stored for 3-4 weeks prior to completing the assembly of the product.
- Commissioner Grey asked if there was enough space inside the building to store the needed component. He did not want to impede the business adversely by requiring storage inside if it was not going to have a negative impact.
- Mr. Collins stated the building had enough space to store what was needed.
- Commissioner Munoz asked about limitations of outside storage with screening.
- Planner I Spendlove there wouldn't be an issue with outside screened storage. He also explained that this type of use is not listed in the zoning code, and the assembly use type fits more to manufacturing, by requiring the storage to remain inside the building staff tried to keep the property in conformance with C-1 zoning standards and not have the components outside like they are allowed in the Manufacturing zones.
- Commissioner Woods asked if this is granted could the applicant later amend the conditions of the special use permit to allow a storage unit outside if they strongly felt they needed it.
- Planner I Spendlove affirmed that the special use permit could be brought back for amendment.

**Motion:**

Commissioner Munoz made a motion to approve the request, as presented, with staff recommendations. Commissioner Tatum seconded the motion. **All members present voted in favor of the motion.**

**Approved, as presented, with the following conditions**

1. Subject to the site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards.
2. Subject to this Special Use Permit being limited to ProWest Engineering/Western Enclosure/EagleGate Systems only.
3. Subject to limiting the number of large metal shipping container sized enclosures to a maximum of two (2) on the property at one time and to be located inside the building at all times.
4. No outside storage of materials or finished product at any time.

**Commissioner Munoz excused himself from the meeting.**

4. Requests a Special Use Permit to construct a new convenience store and gas station operating twenty-four (24) hours a day, seven (7) days a week, on property located at 1662 Park View Drive. Kyle Castle dba Castle Corner Corp (app. 2609)

**Applicant Presentation:**

Gerald Martens, EHM Engineers, Inc., representing the applicant stated that the request is to allow a convenience store to operate 24 hours. The applicant currently has a building permit; the convenience store is an allowed use in this zone. It will be located close to Walmart and the new St. Luke's Hospital

both of which operate 24 hours-a-day on a large scale. There are no residences within a ¼ mile and it will be located on the largest roadway in the community, Pole Line Road. It will be very compatible for the area. There are three staff recommendations and agree with condition 1 and 3. Recommendation #2 was placed on here, but the applicant is aware that in the future there may be a change ingress/egress onto the property. This is documented on the plat for future determination to be made by City Engineer. As the area develops this center curb may be needed, but we would like to have that at the City Engineers discretion and all signage will be installed at that time.

**Staff Presentation:**

Planner I Spendlove reviewed the request and the exhibits on the overhead along with the history of the property. Ordinance 2012 was passed in 1981, it created the zoning districts we currently use, and zoned various properties within City Limits. The new zoning designations were assigned at that time, or when areas were annexed. The site is zoned as North Haven Business Park C-1 PUD and was annexed on June 14, 2004. A Preliminary Plat was approved on July 13, 2004, for a ten (10) lot subdivision. The Final Plat was approved on November 1, 2004. The PUD agreement on this lot dictates a lot of the site plan and layout. These items have been or will be reviewed with the building permit that has already been submitted, they are still applicable and will be reviewed for compliance. The one item we are looking at tonight is the retail store hours.

Per City Code 10-4-8.2: Permitted retail/trade uses operating outside the hours of seven o'clock (7:00) AM to ten o'clock (10:00) PM requires a special use permit in the Commercial Highway District (C-1). The C-1 Zone is intended to provide commercial activities of various sizes from large retail stores to small specialty shops with residential opportunities for persons wishing to work and live in a unified environment. The C-1 Business Park PUD Agreement does not waive the special use permit process for extended retail hours of operation. It did however; waive the requirement for a retail store/gas station, usually those operations require a Special Use Permit.

The North Haven Business Park C-1 PUD Amended Agreement states that there shall be a 35 foot wide landscape buffer from back of curb along Pole Line Road West and a 20 foot wide landscape buffer from back of curb along Park View Drive in addition to required landscaping. This PUD requirement is being reviewed currently with the building permit and will be required to comply.

Possible Impacts: The neighboring properties are currently undeveloped. There is currently St. Luke's Magic Valley Regional Medical Center and Wal-Mart in the area that operate twenty-four (24) hours a day. Other uses within the area are medical facilities, retail, and a bank. These various businesses may not be greatly impacted by these proposed extended hours.

The applicant's submitted site plan indicates a left turn off Park View Drive into the proposed convenience store/gas station. There is a note on the recorded final plat that states;...." a six (6") inch high minimum six (6") inch wide continuous ribbon concrete curb may be constructed at a future date at the discretion of the City Engineer in a location determined by the City Engineer between North Haven Drive and Pole Line Road (West)." Development is a major consideration in determining when the ribbon curb shall be constructed.

The applicant has been informed by the City Engineer that there will be a ribbon curb constructed on Park View Drive in the near future. Left turns into the proposed facility will not be allowed when the construction of the curbing occurs. The ingress/egress allowed on Park View Drive will be a right-in/right out only. This information is documented on the plat and the applicant is aware of the future plans.

Planner J Spendlove stated upon conclusion should the Commission grant this request, as presented; city staff would recommend approval be subject to the following conditions:

1. Subject to the site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards.
2. Subject to compliance with the North Haven Business Park C-1 PUD.

**Questions/Comments:**

- Commissioner Woods asked why the ribbon curbing requirement was placed on the plat.
- Assistant City Engineer Vitek explained that they don't want traffic to stack onto Pole Line Road while waiting for someone to turn left into this facility on Park View, at this time there will not be much movement through the area, so the ribbon does not need to be installed at this time, but may become necessary in the future.

**Public Hearing: OPENED & CLOSED WITHOUT COMMENT**

**Discussion Followed: WITHOUT CONCERNS**

**Motion:**

Commissioner Woods made a motion to approve the request, as presents, with staff recommendations. Commissioner DeVore seconded the motion. Motion passed 6-0, all members present voted in favor of the motion (Commissioner Munoz had previously excused himself from the meeting).

**Approved, as presented, with the following conditions**

1. Subject to the site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards.
2. Subject to compliance with the North Haven Business Park C-1 PUD.

**V. PUBLIC INPUT AND/OR ITEMS FROM THE ZONING DEVELOPMENT MANAGER AND/OR THE PLANNING & ZONING COMMISSION:**

- Commissioner Frank asked if there will be enough attendance to have the first work session meeting January 2, 2014 as an alternative, because January 1<sup>st</sup> is a Holiday. The January work session will be canceled because of a lack of attendance.
- Council Liaison Mills Sojka recommended that the discussion about code requirements for signage continue at the next Planning & Zoning Work Session meeting.
- Council Liaison Hawkins brought up the point that the Council has made a decision that with the meetings being live streamed to have people give the City they are from versus their actual physical address going out over the air. She also reviewed the decision of the City Council to make the ZOAC group an official committee. It has been decided that only two members of the Commission can serve on the committee however all of the meetings will be live streamed and recorded but if you are not serving on the committee you can't have any official input at the meetings.

**Planning & Zoning Commission Minutes**

**December 10, 2013**

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- Planner I Spendlove explained that the staff would like to make a recommendation that the discussion regarding the landscaping on property located at 284 Washington Street North be postponed until possibly March. The thought is that at this time of year we would not be able to make a fair determination on whether or not the landscaping is alive or dead and that requiring an applicant to replant this time of year would not be feasible.
- Commissioner Grey agreed that the discussion would be more appropriate in March.
- Commissioner Woods asked if there is a sign committee.
- Commissioner Frank stated there was a committee but it is not active at this time.
- Commissioner DeVore excused himself from the meeting.
- Commissioner Woods asked staff to look at a car that is parked in the sight triangle at Eastland Drive and Falls Avenue intersection.
- Commissioner Woods asked about Bridgeview landscaping requirements if the road were ever widened. There would no longer be room for parking and the landscaping along that area would be removed.
- Commissioner DeVore returned to the meeting.
- Planner I Spendlove explained that the City would negotiate the issues related to the code requirements and landscaping. It is a very specific negotiation as to what would remain or what would be removed. It is a negotiation between land owner and the City; all codes that can be complied with are followed.
- Commissioner Boyd asked if she can speak at the City Council meeting when the sign code is presented.
- City Attorney Wonderlich stated yes, as a citizen she can speak at the Council meeting regarding the sign code amendment request because it is a legislative action.
- Council Liaison Mills Sojka stated that her interpretation for the two person rule applied to the appointed members only and the fact that the meetings are open to the public, she didn't see an issue with the other members being present. It was not the intent to further limit the meeting discussion, it was to open the discussion up to the public and that includes members of the Commission; this will need to be clarified more.
- Planner I Spendlove explained that the next ZOAC meeting has not been scheduled and will not be scheduled until these clarifications have been made and the new liaisons have been assigned.

**VI. UPCOMING PUBLIC MEETINGS (held at the City Council Chambers unless otherwise posted):**

1. Public Hearing- **Thursday, December 26, 2013 6:00 pm**
2. Work Session- **Thursday, December 5, 2013 12:00 pm To be determined**

**VII. ADJOURN MEETING:**

Chairman Frank adjourned the meeting at 8:03 pm.

This meeting has been recorded and posted on the City of Twin Falls website at the following link:

[http://twinfalls.granicus.com/MediaPlayer.php?view\\_id=2&clip\\_id=142](http://twinfalls.granicus.com/MediaPlayer.php?view_id=2&clip_id=142)

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Planning & Zoning Department