

COUNCIL MEMBERS:

Suzanne Hawkins	Jim Munn	Shawn Barigar	Chris Talkington	Gregory Lanting	Don Hall	Rebecca Mills Sojka
					<i>Mayor</i>	



**AGENDA**

Meeting of the Twin Falls City Council  
Monday, February 2, 2015  
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  
CONSIDERATION OF THE AMENDMENTS TO THE AGENDA  
PROCLAMATION: None

**GENERAL PUBLIC INPUT**

**AGENDA ITEMS**

**I. CONSENT CALENDAR:**

1. Consideration of a request to approve the Accounts Payable for January 21 to January 26, 2015.
2. Consideration of a request to pay fees in lieu of park land dedication for the Morning Sun # 8 Subdivision.

**Purpose:**

Action

**By:**

Sharon Bryan

Action

Dennis Bowyer

**II. ITEMS FOR CONSIDERATION:**

1. Consideration of a request to adopt an ordinance for a rezone of property located south of 900-1100 blocks of Cheney Drive West, undeveloped, and east of the 1350-1450 blocks of Field Stream Way for Wills, Inc.
2. Consideration of a request to approve the Fieldstone Professional P.U.D. R-4 & R-4 PRO Planned Unit Development Agreement between the City of Twin Falls and Wills, Inc.
3. Consideration of a request to adopt an ordinance to amend Title 10 by adding a definition for "Governmental Open Storage Yard" and to allow that use by Special Use Permit in the C-1; commercial /retail zone.
4. Consideration of a request to reaffirm consideration of a modified street section on the Morning Sun Subdivision No. 8 preliminary plat.
5. Presentation of an update on the Waste Water Treatment Plant project.
6. Discussion and possible action on an agreement between the City of Twin Falls and the City Manager.
7. Discussion and possible action about considering any Snake River Canyon Jump activities in 2015.
8. Public input and/or items from the City Manager and City Council.

**Purpose:**

Action

**By:**

Rene'e V. Carraway-Johnson

Action

Rene'e V. Carraway-Johnson

Action

Rene'e V. Carraway-Johnson

Action

Gerald Martens/EHM Engineers

Presentation

Troy Vitek

Discussion/  
Possible Action

Travis Rothweiler

Discussion/  
Possible Action

Travis Rothweiler

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

**IV. PUBLIC HEARINGS: 6:00 P.M. - None**

**V. ADJOURNMENT:**

Executive Session 67-2345(1)(c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.

### 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.



## Monday February 2, 2015 City Council Meeting

**To:** Honorable Mayor and City Council

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

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### **Request:**

Consideration of a request to pay fees in lieu of park land dedication for the Morning Sun # 8 Subdivision.

### **Time Estimate:**

None – Consent Calendar

### **Background:**

The Morning Sun # 8 subdivision is a 91 lot subdivision on 30.47 acres. The subdivision is located at the southwest corner of Falls Avenue East and Hankins Road North, just south and west of the Boy Scouts' office.

Code Section 10-12-3-11 requires a dedication of one acre of land per 100 units developed within a subdivision for the development of a neighborhood park. Therefore, this subdivision will require a dedication of 0.91 acre of park land. However, City Code Section 10-12-3-11(F) states that:

“The City Council may, at their discretion, approve and accept cash contributions in lieu of park land with improvements, which contributions shall be used for park land acquisition and/or park improvements within the boundaries of the arterial streets in which the development is located.”

Morning Sun Park is located directly south of the proposed development. Since the park land dedication requirement from this subdivision is only .91 acres and Morning Sun Park is not fully developed neighborhood park (no restroom or shelter), staff supports the developer's request for a Parks in lieu of contribution.

Attached are the letter from the developer requesting the Parks in Lieu Contribution, the Park in Lieu of park application and a map showing the location of the proposed subdivision. A final value for the in lieu of fee has not yet been formulated, but the preliminary estimate is approximately \$43,400.

Ordinance # 3034 allows developments meeting all five (5) criteria shall qualify for a 50% reduction on their cash contribution in lieu of dedication of park land. The five criteria are:

1. The number of household units must be 8 or less per acre, as identified on the preliminary plat.
2. Development shall be located within city limits.
3. Development shall not border an arterial street.
4. Development shall not border the city limits.
5. Development must not have been converted from agricultural land.

The Morning Sun # 8 Subdivision does not qualify for the in-fill reduction due to # 3, 4 & 5.

The developer is requesting to receive a reduction in the Parks in Lieu of fee since they provided a 10' wide public trail on the north side of the subdivision. The developer would only receive a partial reduction of the cost of the trail construction since the development requires a 5' wide sidewalk. Discussions with the developer, he estimates that this deduction will be approximately \$7,100.

**Approval Process:**

City Code 10-12-3-11 provides for the Council to approve a request to pay fees in lieu of park land dedication. A public hearing is not required. The Code does not require a recommendation from the Parks & Recreation Commission. However, staff has made it a policy to bring these in-lieu requests to the Commission for a recommendation. At their January 13<sup>th</sup> meeting, the Commission unanimously recommended approval of the request.

**Budget Impact:**

At this time, the Parks in Lieu of fee has not been determined.

**Regulatory Impact:**

Approval of this request will allow the applicant to proceed with the development of this property without park land dedication.

**Conclusion:**

The Parks & Recreation Commission recommends that the City Council accept the developer's request to pay fees in lieu of park land dedication as part of the park ordinance with a reduction due to the construction of the public trail.

**Attachments:**

1. Area Map
2. Letter from Developer
3. Parks In Lieu Contribution Application
4. Preliminary Plat
5. City Parks & Recreation Facilities Map



IN THE FIELDS OF:  
PLANNING  
SURVEYING  
HIGHWAYS  
WATER  
WASTEWATER  
STRUCTURAL  
SUBDIVISIONS  
BRIDGES  
ENVIRONMENTAL  
QUALITY CONTROL  
CONSTRUCTION MGMT.  
GRANT ADMINISTRATION

Date: January 7, 2015  
To: City of Twin Falls  
Attn: Dennis Boyer  
From: Gerald Martens *Gerald Martens*  
Via: Hand Deliver  
Regarding: Morning Sun Subdivision #8  
In Lieu Park Contribution

Please accept this as Morning Sun Partners' proposal to complete a modified in lieu park contribution for the development of Morning Sun Subdivision No. 8.

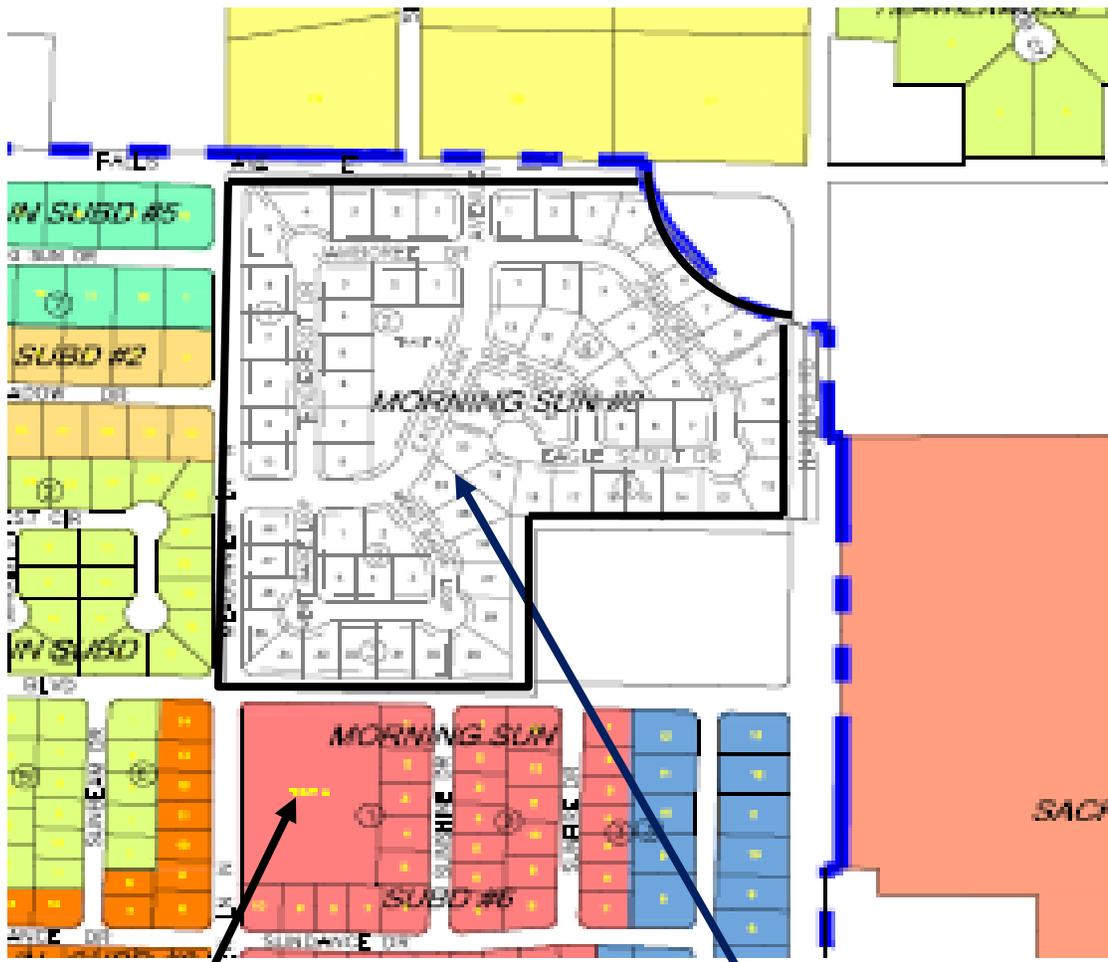
Morning Sun Subdivision No. 8 required the construction of a bicycle/walking trail adjacent to ~~Pole Line Road~~ Pole Line Road East. This trail has already been completed and is being utilized by the public.

Based on the recent approval for the School District property adjacent to the proposed subdivision, and 91 residential units, the in lieu contribution will be approximately \$45,000.00 which will be reduced by the cost of the public trail. I recognize it will be necessary to verify the appraised value and the actual costs of the pathway.

Furthermore, Morning Sun Partners would propose to complete improvements to the existing Morning Sun Park of a value equal to the calculated and agreed upon in lieu value. The nature of the improvement will be that specified by the City of Twin Falls. The work would be completed prior to recordation of the plat or a financial guarantee would be provided.

Thank you for your consideration of this request.

051-02



Morning Sun Park

Morning Sun # 8 Subdivision

PARKS IN LIEU CONTRIBUTION APPLICATION

Subdivision Name: MORNING SUN SUBDIVISION No 8  
Number of Dwelling Units/acres: 81 / 30.47 ACRES  
Developer: MORNING SUN PARTNERS  
Address/phone#: 203-734-4539

Appraiser: NONE - TBD  
Address/phone #: \_\_\_\_\_

The following items shall be included with the parks in lieu contribution submittal prior to acceptance by the City Administrator. It is the responsibility of the developer to see that all required information is submitted to the city at the time of the application. Please read the application and decide which process you are going to use. The City of Twin Falls allows three different requests. Please mark an X by the method used.

- Have you talked to the parks department about the requirements?
- Enclosed is a copy of the appraiser's value for the land.
- Enclosed copy of a bid/material costs to construct walking path/bike trail.
- I am requesting an in lieu of contribution in concept only. Will present final values at the time of the final plat application for approval.
- I am requesting an in lieu of contribution without walking/bicycle trails, using the following formula:
  - a. Determine the per acre appraised value of the land in the development. (L)  
(See 10-12-3-11(F)). Appraisal value: (L) TBD
  - b. The current park development cost is \$31,700 per acre. (P)
  - c. Total the number of household units in the development. (H) 81 91

**Note:** Lots large enough for multi-family units will require a certification and supporting covenants addressing the developer's intent relative to the requirement for single family dwellings.

d. Use the contribution (C) formula:  $C=(L+P)(H)(.01)$   
 $C=(L+31,700)(H)(.01)$

**Contribution Amount to be approved:** \_\_\_\_\_

- I am requesting an in Lieu of contribution with walking/bicycle trails, using the following formula;
  - a. Determine the per acre appraised value of the land in the development. (L)  
(See 10-12-3-11(F).)
  - b. The current park development cost is \$31,700 per acre. (P)
  - c. Total the number of household units in the development. (H) 81 91

**Note:** Lots large enough for multi-family units will require a certification and supporting covenants addressing the developer's intent relative to the requirement for single family dwellings.

- d. Use the following formula:  
 Land contribution portion:
- i. Appraisal value: (L) \_\_\_\_\_
  - ii. Development costs for the walking/bicycle trail.
    1. Cost of land underneath the trail per square foot:  
(A) \_\_\_\_\_
    2. Cost to develop the trail per square foot:  
(B) \_\_\_\_\_
    3. Trail cost = (A + B) (total trail square footage):  
Trail cost \_\_\_\_\_
    4. Land portion = (L)(H)(0.01) – (Trail cost):  
**Land portion** \_\_\_\_\_

**Note:** Land portion cannot be less than 50% of (L)(H)(0.01).

**Park improvement portion** = (31,700) (H) (.01): \_\_\_\_\_

Land portion + park improvement portion = \_\_\_\_\_

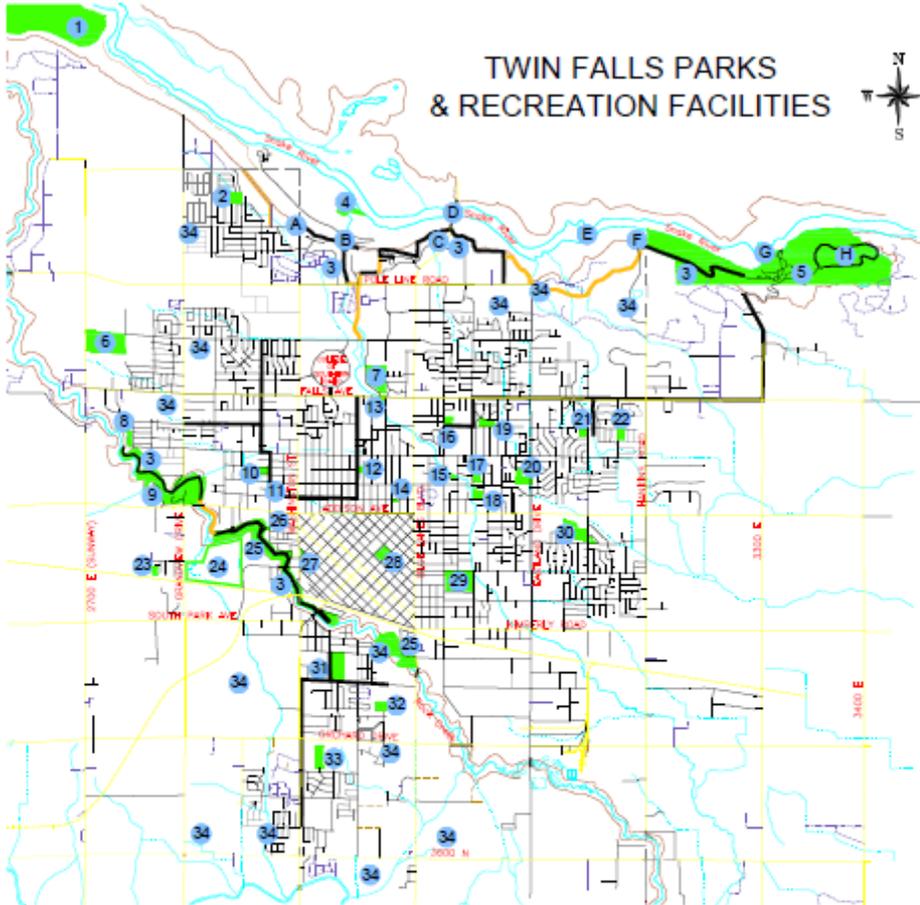
**Contribution amount to be approved:** \_\_\_\_\_

**In lieu of contribution must be made prior to final plat recordation.**

Date Submitted: \_\_\_\_\_  
 Application accepted by City Administrator \_\_\_\_\_

City Council Agenda: Date \_\_\_\_\_  
 Engineering approval \_\_\_\_\_





1. Auger Falls
2. Northern Ridge Park
3. Canyon Trails
4. Centennial Park (County owned)
5. Shoshone Falls & Derkes Lake
6. Sunway Soccer Complex
7. Frontier Field
8. Rock Creek Trail Estates Park
9. Rock Creek Park (County owned)
10. Harry Berry Park
11. Baxter's Park - Dog Park
12. Harrison Park
13. Courtney Conservation Park
14. Pierce St. Tennis Court
15. Willow Lane Park
16. Swimming Pool & Sawtooth Softball Fields
17. Sunrise Park
18. Teton Park
19. Cascade Park
20. Ascension Park
21. Jason's Woodland Hills Park
22. Morning Sun Park
23. Fairway Estates Park
24. Twin Falls Golf Club
25. Rock Creek Canyon Parkway (City owned)
26. Blake St. Trailhead
27. Drury Park
28. City Park
29. Harmon Park
30. Clyde Thomsen Park
31. Oregon Trail Youth Complex
32. Blue Lakes Rotary Park
33. Vista Bonita Park
34. Future Parks

**BIKE PATH/TRAIL SYSTEM**

**PROPOSED BIKE PATH TRAIL SYSTEM**



Date: **Monday, February 2, 2015**  
To: **Honorable Mayor Hall and City Council**  
From: **Rene'e V. Carraway-Johnson, Zoning & Development Manager**

## ITEM

**Request:** For the City Council to consider adoption of an ordinance.

**Time Estimate:** Staff presentation may be five (5 +/-) minutes. This is not a public hearing item but there may be an additional five (5) minutes for questions by the City Council.

**Background:**

On December 13, 2011 the Planning & Zoning Commission held a public hearing for a request for a Zoning District Change and Zoning Map Amendment from R-2 to R-4 PRO PUD for 12.5 (+/-) acres to develop a mixed use project consisting of residential single-family and/or duplex dwellings and professional/medical uses on property located on a portion of the Fieldstone Subdivision south of 900-1100 blocks of Cheney Drive West, undeveloped, and east of the 1350-1450 blocks of Field Stream Way c/o Brad Wills on behalf of Wills, Inc (app 2475). Upon conclusion of the public hearing the Planning & Zoning Commission recommended denial of the request by a vote of 3 for and 4 against.

On January 23, 2012 the City Council held a public hearing on this request. Upon conclusion of the public hearing and deliberation the request was approved as presented by a vote of 6 for and 1 against.

Approval was subject to following conditions:

1. Subject to the designation of the property as an R-4 and R-4 PRO PUD with the single-family and duplex areas being R-4 and the professional use area being R-4 PRO PUD. Assure Uses comply with the R-4 and Professional Overlay zones.
2. Subject to the property being replatted and recorded prior to any building permits being issued.
3. Subject to compliance in the cottage-style residential area with the following recommendations of the Fire Marshall:
  - a. addresses need to be posted in the alleys.
  - b. access roads (alleys) with hydrants shall be a minimum of 26 feet total width. (IFC, D103.1)
  - c. no on-street parking in alleys and alley marked with approved "no parking" signs.
  - d. rear, unobstructed access into the dwellings is maintained (not through the garage or through fences or gates), or as approved by the Fire Marshall.
  - e. no overhead utilities in the alley (power lines, phone lines, etc.).
  - f. hydrants are installed on the ends of each alley.
4. Subject to final approval and recordation of the PUD Agreement.
5. Subject to site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.

A request for approval of the Fieldstone Professional PUD Agreement is also on the City Council Agenda this evening.

We anticipate the Final Plat for the Fieldstone Professional Subdivision, A PUD to be brought before the City Council for approval within the next couple of weeks.

**Conclusion:**

As directed by the Council, staff has prepared an ordinance for your consideration.

Staff recommends the City Council adopt the ordinance so it can be published and codified.

**Attachments:**

1. Ordinance & Attachments
2. Map of Fieldstone Professional PUD

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, REZONING REAL PROPERTY BELOW DESCRIBED; PROVIDING THE ZONING CLASSIFICATION THEREFOR; AND ORDERING THE NECESSARY AREA OF IMPACT AND ZONING DISTRICTS MAP AMENDMENT.

WHEREAS, Wills, Inc. had made application for a rezone of property located south of 900-1100 blocks of Cheney Drive West, undeveloped, and east of the 1350-1450 blocks of Field Stream Way; and,

WHEREAS, the City Planning and Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 13th day of December, 2011, to consider the Zoning Designation and necessary Area of Impact and Zoning Districts Map amendment upon a REZONE of the real property below described; and,

WHEREAS, the City Planning and Zoning Commission has made recommendations to the City Council for the City of Twin Falls, Idaho; and,

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing to consider the same matter on the 23<sup>rd</sup> day of January, 2012.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO:

SECTION 1. That the following described real property located south of 900-1100 blocks of Cheney Drive West, undeveloped, and east of the 1350-1450 blocks of Field Stream Way; is the subject of a Zoning District Change and Zoning Map Amendment from R-2 to R-4 & R-4 PRO PUD:

SEE ATTACHMENT "A"

SECTION 2. Public services may not be available at the time of development of this property, depending upon the speed of development of this and other developments, and the ability of the City to obtain additional water and/or sewer capacity. The zoning of this property shall not constitute a commitment by the City to provide water and/or wastewater services.

SECTION 3. That the Area of Impact and Zoning Districts Map for the City of Twin Falls, Idaho, be and the same is hereby amended to reflect the rezoning of the real property above described.

PASSED BY THE CITY COUNCIL

, 2015

SIGNED BY THE MAYOR

, 2015

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

PUBLISH: Thursday,

, 2015

## ATTACHMENT "A"

### Fieldstone Rezone Description

A portion of "Fieldstone Subdivision", located in the SE<sup>4</sup>NE<sup>4</sup>, Section 6, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho; being more particularly described as follows:

Commencing at the Northwest corner of "Fieldstone Subdivision" and being the REAL POINT OF BEGINNING.

Thence South 87°00'44" East 948.79 feet along the Northerly boundary of said subdivision.

Thence South 43°23'17" East 52.80 feet along the boundary of said subdivision.

Thence South 25°20'12" East 23.89 feet along said boundary.

Thence South 04°01'14" West 19.14 feet along said boundary.

Thence South 20°15'57" West 21.03 feet along said boundary.

Thence South 23°32'34" West 81.56 feet along said boundary.

Thence South 02°57'54" West 18.41 feet along said boundary.

Thence South 41°32'16" East 13.02 feet along said boundary.

Thence South 79°33'00" East 10.17 feet along said boundary.

Thence North 86°50'49" East 68.01 feet along said boundary.

Thence North 84°19'44" East 56.97 feet along said boundary.

Thence South 13°23'16" West 35.98 feet along said boundary.

Thence South 62°27'52" West 84.00 feet along said boundary.

Thence North 44°48'58" West 166.52 feet along the Northeasterly Right of Way boundary of River Mist Path.

Thence South 45°11'02" West 50.00 feet.

Thence along a curve left on the Southerly Right of Way boundary of River Mist Path  
Δ - 33°34'05"  
R - 75.00'  
A - 43.94'  
C - 43.31'  
LCB - North 61°36'01" West

Thence South 04°53'49" West 104.21 feet along the Easterly boundary of Lot 6, Block 2, of said subdivision.

Thence North 87°00'44" West 599.20 feet along the Northerly boundary of Track K of said subdivision.

Thence South 00°11'02" West 25.03 feet along the Easterly Right of Way boundary of River Mist Path.

Thence South 87°00'44" East 105.00 feet along the boundary of Track K.

Thence South 02°59'16" West 105.00 feet along the Easterly boundary of Lot 13, Block 2 to the Southeast corner thereof.

Thence South 21°19'37" East 54.87 feet to the Northeast corner of Lot 10, Block 5.

Thence South 02°59'16" West 105.00 feet to the Southeast corner of said Lot 10.

Thence South 07°01'39" West 81.57 feet along the Easterly boundary of Lot 11, Block 5 to the Southeast corner thereof.

Thence South 00°11'02" West 240.00 feet along the Westerly boundary of Tract J.

Thence South 89°48'58" East 12.00 feet along the boundary of Tract J.

Thence South 00°11'02" West 113.00 feet along the boundary of Tract J.

Thence South 13°18'03" West 50.47 feet to the Northeast corner of Lot 9, Block 6.

Thence South 05°29'23" West 142.00 feet along the East boundary of said Lot 9 extended to a point on the Southerly boundary of "Fieldstone Subdivision".

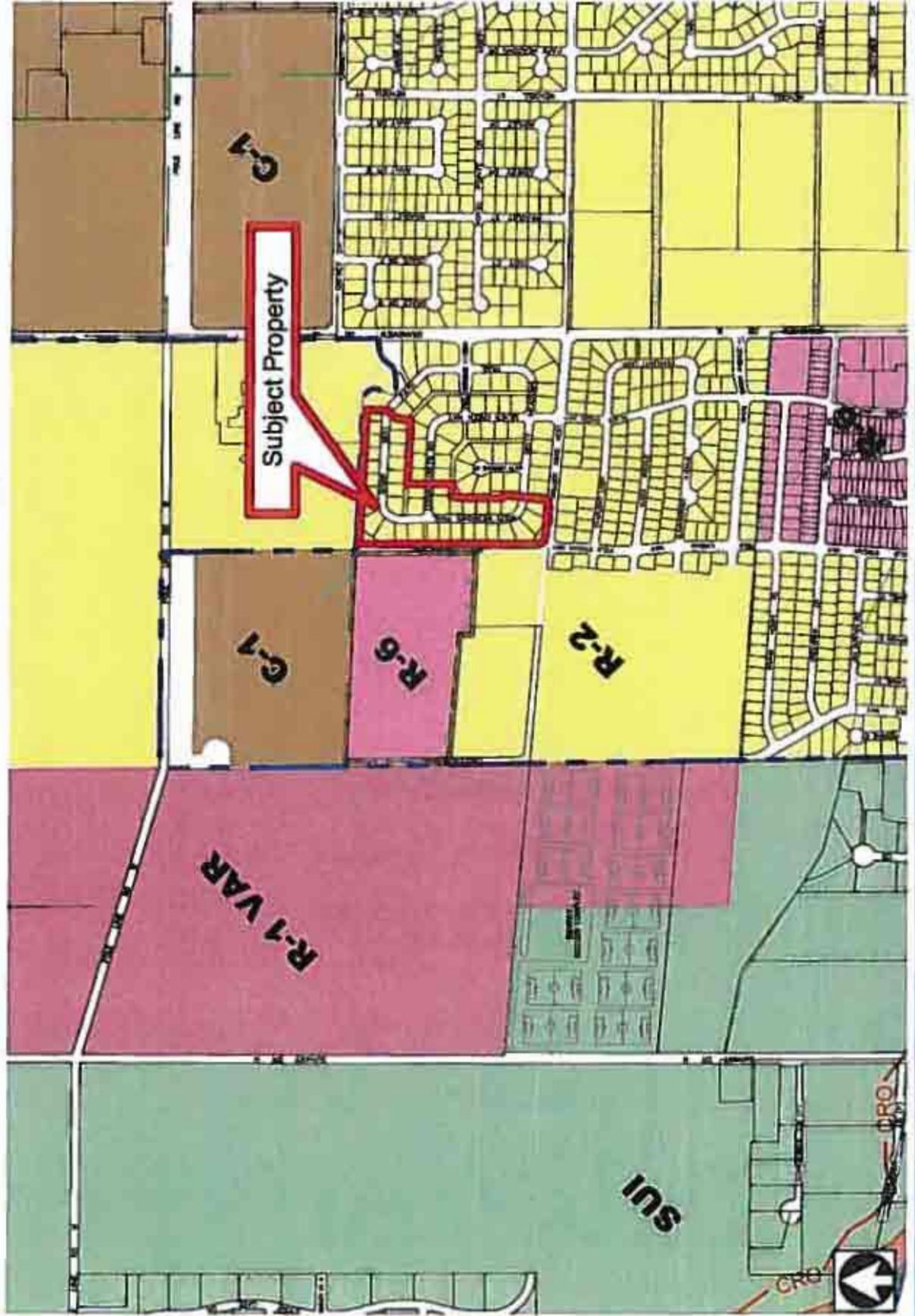
Thence North 84°30'37" West 305.05 feet along the Southerly boundary of "Fieldstone Subdivision: to the Southwest corner thereof.

Thence North 00°00'24" East 1173.15 feet to the REAL POINT OF BEGINNING.

Containing approximately 12.54 acres.



# ZONING MAP



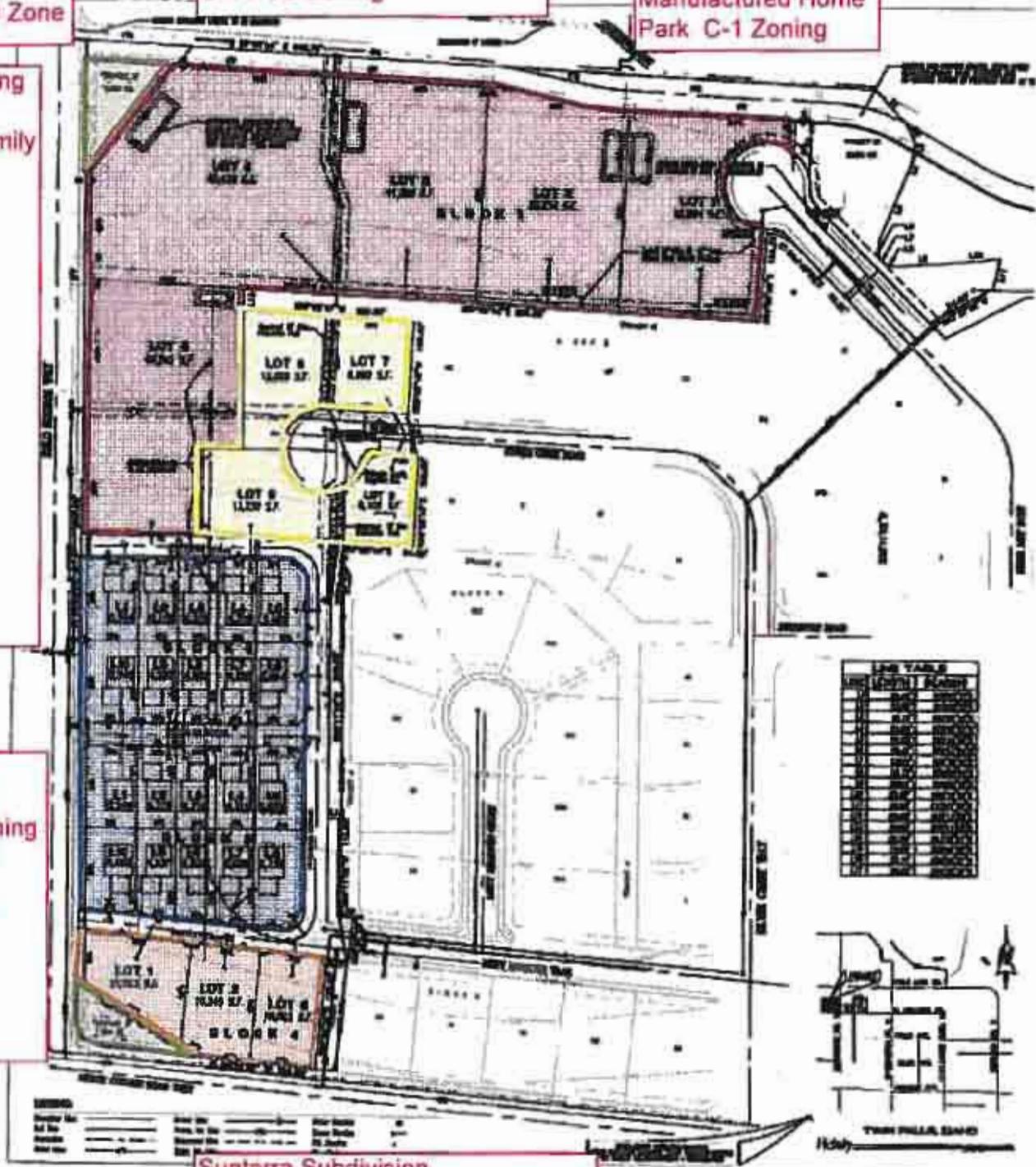
Commercial  
Property  
C-1 PUD Zone

Twin Falls Reformed Church  
C-1 PUD Zoning

Manufactured Home  
Park C-1 Zoning

St.  
Luke's  
Hospital

R-6 Zoning  
Future  
Multi-Family



LDS  
Church  
R-2 Zoning  
Special  
Use  
Permit

Sunterra Subdivision  
Close to 40 % Higher Density than  
Fieldstone Subdivision

Lot No.	Area	Use
1	1,200 sq. ft.	Single-Family Residential
2	1,200 sq. ft.	Single-Family Residential
3	1,200 sq. ft.	Single-Family Residential
4	1,200 sq. ft.	Single-Family Residential
5	1,200 sq. ft.	Single-Family Residential
6	1,200 sq. ft.	Single-Family Residential
7	1,200 sq. ft.	Single-Family Residential
8	1,200 sq. ft.	Single-Family Residential
9	1,200 sq. ft.	Single-Family Residential
10	1,200 sq. ft.	Single-Family Residential



- 5 Professional Office overlay use area lots
- 4 Single-family residential lots
- 3 Duplex residential lots
- 20 Single-family cottage-style residential lots
- 2 Tracts

Exhibit # 6

# AERIAL MAP





**PUBLIC MEETING: MONDAY FEBRUARY 2, 2015**

To: Honorable Mayor Hall and City Council

From: Rene'e V. Carraway-Johnson, Zoning & Development Manger

## ITEM

**Request:** Consideration of the PUD Agreement between the City of Twin Falls and Wills, LLC. (app. 2475)

### Time Estimate:

Staff's presentation may take up to five (5) minutes. This is not a public hearing however there may be up to five (5) minutes or so to allow for city council questions.

### Budget Impact:

Approval of this request may have a financial impact on the City budget as a mixed use residential and professional development shall bring in additional tax revenue.

### Regulatory Impact:

Approval of this request will allow the applicant to proceed with the platting process and ultimately the development as approved.

### History/Background:

In 2004 this property was annexed with a zoning designation of R-2 and was approved for a single family residential development called Westview Meadows later changing the name to Fieldstone Subdivision. The Subdivision consisted of 36 +/- acres and 82 single family residential lots. Development occurred in phases.

On December 13, 2011 the Planning and Zoning Commission held a public hearing for a request to **REZONE** an undeveloped portion, 12.7 +/- acres, of the Fieldstone Subdivision from R-2 to R-4 & R-4 PRO PUD to allow development of a mixed use residential and professional project as a planned development. The Commission voted to recommended denial by a vote of 3 for and 4 against.

On January 23, 2012 City Council held a public hearing on this request. After the public hearing and Council discussion the motion to approve the Rezone/PUD, as presented was approved by a vote of 6 for and 1 against. Approval was subject to following conditions:

1. Subject to the designation of the property as an R-4 and R-4 PRO PUD with the single-family and duplex areas being R-4 and the professional use area being R-4 PRO PUD. Assure Uses comply with the R-4 and Professional Overlay zones.
2. Subject to the property being replatted and recorded prior to any building permits being issued.
3. Subject to compliance in the cottage-style residential area with the following recommendations of the Fire Marshall:
  - a. addresses need to be posted in the alleys.
  - b. access roads (alleys) with hydrants shall be a minimum of 26 feet total width. (IFC, D103.1)
  - c. no on-street parking in alleys and alley marked with approved "no parking" signs.
  - d. rear, unobstructed access into the dwellings is maintained (not through the garage or through fences or gates), or as approved by the Fire Marshall.
  - e. no overhead utilities in the alley (power lines, phone lines, etc.).
  - f. hydrants are installed on the ends of each alley.
4. Subject to final approval and recordation of the PUD Agreement.
5. Subject to site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.

On March 5, 2012 City Council approved vacation of the undeveloped portion of the Fieldstone Subdivision as presented and subject to conditions. Ordinance #3086 was adopted by the City Council at the January 26, 2015 public meeting.

On February 11, 2014 the Preliminary Plat of Fieldstone Professional Subdivision, A PUD—consisting of 12 acres and 32 lots/1 Tract was approved by the Commission as presented by a vote of 8 for and 1 against and subject to seven (7) 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 Council approval of an Ordinance for the rezoning of the property from R-2 to R-4 PRO PUD.
3. Subject to Council approval of an Ordinance for the vacation of the dedicated public rights-of-way and easements consisting of 2.7 (+/-) acres located within a portion of the Fieldstone Subdivision located south of the 900-1100 blocks of Cheney Drive West, undeveloped and east of the 1350-1450 blocks of Fields Stream Way.
4. Subject to Council approval and recordation of the Fieldstone Professional P.U.D. R-4 Professional Planned Unit Development Agreement.
5. Subject to no building permits being issued for Lots 1 through 5, Block 1, Fieldstone Professional Subdivision, until Cheney Drive West, extended, has been constructed.
6. Subject to road right-of-way being dedicated to the City of Twin Falls from the Twin Falls Reformed Church, Inc. for their portion of Cheney Drive West, extended.
7. Subject to Twin Falls Canal Company approval of the relocation of Lateral #43 and the dedication of necessary easements.

**The Ordinance for the rezone of this property and this PUD Agreement are both up for your consideration tonight.**

We anticipate the Final Plat for the Fieldstone Professional Subdivision, A PUD to be brought before the City Council for approval within the next couple of weeks.

**CONCLUSION:**

Staff feels that the attached PUD Agreement correctly reflects the action granted by the City Council on January 23, 2012 as it was approved and recommends Council approval of the agreement, as presented.

**Attachment:**

1. Fieldstone Professional PUD Agreement

FIELDSTONE PROFESSIONAL P.U.D.  
R-4 & R-4 PRO Planned Unit Development Agreement

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the CITY OF TWIN FALLS, a municipal corporation, State of Idaho (hereinafter called "City") and Wills Inc. (hereinafter called "Developer"), whose address is 222 W Shoshone Street West, Twin Falls, Idaho 83301.

RECITALS

WHEREAS, Developer is the owner of the certain tract of land in the City of Twin Falls, State of Idaho more particularly described in Exhibit "A", attached hereto, (the "Property") which property is located at the northeast corner of the intersection of North College Road and Field Stream Way.

WHEREAS, Developer intends to develop and/or sell all portions of the property from time to time; and

WHEREAS, Developer has made request of the City to develop a mixed use professional office and residential development (the "Project") on the property and has submitted to the City a Master Development Plan (Exhibit "B") thereof which has been approved for development as "R-4 PRO PUD" by the City Council of the City ; and subject to the following conditions:

WHEREAS, City, by and through its City Council on January 23, 2012 has agreed to the development of said land within the City of Twin Falls, Idaho, subject to certain terms, conditions, and understandings, which terms, conditions, and understandings are the subject of this Agreement and area as follows:

1. Subject to the designation of the property as an R-4 and R-4 PRO PUD with the single-family and duplex areas being R-4 and the professional use area being R-4 PRO PUD. Assure Uses comply with the R-4 and Professional Overlay zones.
2. Subject to the property being replatted and recorded prior to any building permits being issued.
3. Subject to compliance in the cottage-style residential area with the following recommendations of the Fire Marshall:
  - a. addresses need to be posted in the alleys.
  - b. access roads (alleys) with hydrants shall be a minimum of 26 feet total width. (IFC, D103.1)
  - c. no on-street parking in alleys and alley marked with approved "no parking" signs.
  - d. rear, unobstructed access into the dwellings is maintained (not through the garage or through fences or gates), or as approved by the Fire Marshall.
  - e. no overhead utilities in the alley (power lines, phone lines, etc.).
  - f. hydrants are installed on the ends of each alley.
4. Subject to final approval and recordation of the PUD Agreement.
5. Subject to site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.

COVENANTS

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

I. NATURE OF THE AGREEMENT. This Agreement shall become part of the "R-4 PRO PUD" zone with respect to the "Project" upon its full execution and recording. Developer and its assigns or successors in interest, as well as City and its assigns or successors, if any, shall be bound by the terms and conditions contained herein.

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

a. Uses: As Per "Exhibit C"

i. The uses shall be limited to those allowed in the R-4 & R-4 PRO (PUD) zones (Code Sections 10-4-5.2 & 10-4-18.2), attached hereto as "Exhibit C".

b. Lot Area: As Per "Exhibit C"

c. Lot Occupancy: As Per "Exhibit C"

d. Building Size: As Per "Exhibit C"

e. Building Height: As Per "Exhibit C"

f. Hours of Operation: As Per "Exhibit C"

g. Phasing of Development;

The Developer may install the Improvements at one time, or in phases, as the Developer shall determine at its sole discretion. Developer shall provide the City with written notification of the timing and scope of the phase, or phases, of said Improvements it intends to complete at that time. Developer agrees to make modifications to construction any temporary facilities necessitated by such phased construction work as shall be reasonably required and approved by the City.

III. STREET, SEWER, WATER, AND DRAINAGE IMPROVEMENTS

Developer, or their designee by appropriate agreement shall be responsible for the design and construction of street, sewer, water, and drainage systems on the Property and adjacent right-of-ways (hereinafter called "Improvements") as described herein in accordance with City Standards.

a. Improvement Plans. Developer shall file or cause to be filed with the City a complete set of plans showing all improvements contemplated. The Improvement Plans and all improvements shall thereon meet the approval of the City, which approval shall be given if such plans conform to established City requirements, the Master Development Plan, and this PUD Agreement.

b. Improvement Design and Construction. Developer, at its expense, shall cause all Improvements shown on the Improvement Plan to be designed, constructed, and installed consistent with the approved Improvement Plans except as otherwise provided herein. Notwithstanding the foregoing, nothing in this Agreement shall prohibit City, State, or Federal participation in the cost or financing of Improvements on the Property if mutually agreed by the parties hereto.

- c. Phased Construction. The Developer may install the Improvements at one time, or in phases, as the Developer shall determine at its sole discretion. Developer shall provide the City with written notification of the timing and scope of the phase, or phases, of said Improvements it intends to complete at that time. Developer agrees to make modifications to construction any temporary facilities necessitated by such phased construction work as shall be reasonably required and approved by the City. There shall be no maximum or minimum limit of time between the occurrences of phases.
- d. Non-Compliance. In the event any of the Improvements are not consistent with the Improvement Plans, the City shall give written notice to the Developer of said non-compliance. Developer shall cure said non-compliance within thirty days of its receipt of notice, or in the case of non-compliance that will require in excess of thirty days to cure, Developer shall commence to cure within thirty days of receipt of notice and diligently pursue the same to completion. In the event Developer fails to cure said non-compliance in the manner set forth hereinabove, the City shall have the right to withhold issuance of any future building permits and certificates of occupancy within only that phase of such "PUD" until such time as requirements specified in this Section 3 have been complied with; PROVIDED HOWEVER, Developer shall have the right to appear before the City Council at any regular meeting after any building permits and certificates of occupancy shall have been withheld for reasons set forth in this paragraph and shall have the right to be heard as to why such building permits and certificates should be issued. The City Council shall then, in good faith and in an objective manner, decide whether said building permits and certificates of occupancy should be issued, and its decision shall be final, except that the right of the parties are preserved at law and equity.
- e. Fees. Developer shall pay, or cause to be paid, to the City all applicable fees, if any, with regard to the installation of Improvements pursuant to the Improvement Plans. However, City water and sewer connection and service charges shall be paid for by individual developers and users at the rates set by applicable City ordinances and resolutions.
- f. Maintenance of Improvements. City hereby agrees to accept maintenance responsibility for all public improvements upon their completion to City Standards in accordance with current City policy.

#### IV. PLATS.

- a. Developer agrees to file with City preliminary plat and final plats prepared by a registered professional engineer, of the real property, which is the subject of this agreement. Preliminary and final plats shall be submitted specifically identifying and dedicating all necessary public easements and those rights-of-ways the City agrees to accept herein and in the Standard Developer's Agreement. It is agreed that said plats and any amendments thereto must first be approved by the City.

#### V. PARCEL DEVELOPMENT CRITERIA. As Per "Exhibit C"

The Property or any portion thereof shall be developed in accordance with the criteria set forth in this Section V, As Per "Exhibit C".

- a. Approval and Construction. All Improvements shall be constructed in accordance with engineered drawings and specifications, describing in reasonable detail the work to be performed, with drawings and specifications to first be approved by City, which approval shall not be unreasonably withheld.
- b. Landscaping and Planting. As Per "Exhibit C"
- c. Landscaping Plan. As Per "Exhibit C"
- d. Building Standards. As Per "Exhibit C" Buildings and Improvements shall comply with the following standards.
  - i. Architectural Standards. As Per "Exhibit C"
  - ii. Outside Storage/Loading Docks. As Per "Exhibit C"
  - iii. Utilities. All on site utility service lines located within a parcel shall be placed underground. Any transformer or terminal equipment provided within or immediately adjacent to the parcel shall be visibly screened from the view from streets, with screening material such as landscaping or other approved material.
  - iv. Sign Plan. All signage must conform to the City of Twin Falls Sign Regulations Ordinance subject to the following:
    1. Building Signs, As Per "Exhibit C"

#### VI. STANDARD DEVELOPER'S AGREEMENT.

It is understood and agreed by the parties hereto that Developer shall execute the City's Standard Developer's Agreement.

#### VII. GENERAL PROVISIONS.

- A. Cooperation. The parties hereto agree to cooperate with each other. Developer shall submit to the City all plans, specifications, and working drawings required by the City.
- B. Entire Agreement. This agreement constitutes the entire agreement between the parties concerning the Property and Improvements described herein, and no amendment or modification to this Agreement shall be valid or effective unless reduced to writing and signed by the parties.
- C. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- D. Notices. If notices from one party to the other are desired or required hereunder, such notices shall be delivered or mailed to the party to receive such at its address last known to the sender of such notice. Notices shall be deemed received on the date of hand delivery or upon seventy-two (72) hours following deposit in the United States mail, if properly addressed, stamped, and sent with "return receipt requested".

- E. Successors and Assigns. This Agreement shall be binding upon the successors, assigns, and legal representatives of the parties hereto. Transfer of all or a portion of the Property shall create a notation releasing the transferor from obligations under this Agreement with respect to said transferred property.
- F. Severability. In the event any portion of this Agreement is declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining portions thereof shall not be affected.
- G. Signatories. Each of the persons executing this Agreement hereby warrants that he or she is duly authorized and empowered to so act on behalf of the entity for which he or she is signing, and that this Agreement is binding on, and enforceable against, such entity.
- H. Effective Date. This Agreement shall become valid and binding upon its approval by the City, through its City Council, and upon its execution by the Mayor and the Developer.
- I. Attorney Fees. In the event that either party should be required to retain an attorney to institute litigation because of the default or breach of the other, or to pursue any remedy provided by law, the party which prevails, shall be entitled to a reasonable attorney's fee.
- J. Construction. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a contract is to be construed more strictly against the person who himself, or through his agents, prepared the same, it being acknowledged that both parties have participated in the preparation hereof.
- K. Attachment. All attachments to this Agreement and recitals are incorporated herein and made a part thereof as if set forth in full.
- L. Captions. The captions, sections and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and shall in no way affect interpretation of this Agreement.

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

CITY OF TWIN FALLS

\_\_\_\_\_  
Attest

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Attest

DEVELOPER  
WILLS INC.  
By: \_\_\_\_\_  
Bradford J. Wills – President

ACKNOWLEDGMENTS

State of Idaho        )  
                              ) ss.

County of Twin Falls    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned, a notary public in and for said State and County, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ of Twin Falls, the municipal corporation that executed the within and foregoing instrument, and acknowledged to me that such municipal corporation executed the same.

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

\_\_\_\_\_  
Notary Public For Idaho

Residing At: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

ACKNOWLEDGMENTS

State of Idaho        )  
                              )ss.

County of Twin Falls    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned, a notary public in and for said State and County, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ of corporation that executed the foregoing instrument, or the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

\_\_\_\_\_  
Notary Public For Idaho

Residing At: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

### Fieldstone Rezone Description

A portion of "Fieldstone Subdivision", located in the SE<sup>4</sup>NE<sup>4</sup>, Section 6, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho; being more particularly described as follows:

Commencing at the Northwest corner of "Fieldstone Subdivision" and being the REAL POINT OF BEGINNING.

Thence South 87°00'44" East 948.79 feet along the Northerly boundary of said subdivision.

Thence South 43°23'17" East 52.80 feet along the boundary of said subdivision.

Thence South 25°20'12" East 23.89 feet along said boundary.

Thence South 04°01'14" West 19.14 feet along said boundary.

Thence South 20°15'57" West 21.03 feet along said boundary.

Thence South 23°32'34" West 81.56 feet along said boundary.

Thence South 02°57'54" West 18.41 feet along said boundary.

Thence South 41°32'16" East 13.02 feet along said boundary.

Thence South 79°33'00" East 10.17 feet along said boundary.

Thence North 86°50'49" East 68.01 feet along said boundary.

Thence North 84°19'44" East 56.97 feet along said boundary.

Thence South 13°23'16" West 35.98 feet along said boundary.

Thence South 62°27'52" West 84.00 feet along said boundary.

Thence North 44°48'58" West 166.52 feet along the Northeasterly Right of Way boundary of River Mist Path.

Thence South 45°11'02" West 50.00 feet.

Thence along a curve left on the Southerly Right of Way boundary of River Mist Path  
Δ - 33°34'05"  
R - 75.00'  
A - 43.94'  
C - 43.31'  
LCB - North 61°36'01" West

Thence South 04°53'49" West 104.21 feet along the Easterly boundary of Lot 6, Block 2, of said subdivision.

Thence North 87°00'44" West 599.20 feet along the Northerly boundary of Track K of said subdivision.

Thence South 00°11'02" West 25.03 feet along the Easterly Right of Way boundary of River Mist Path.

Thence South 87°00'44" East 105.00 feet along the boundary of Track K.

Thence South 02°59'16" West 105.00 feet along the Easterly boundary of Lot 13, Block 2 to the Southeast corner thereof.

Thence South 21°19'37" East 54.87 feet to the Northeast corner of Lot 10, Block 5.

Thence South 02°59'16" West 105.00 feet to the Southeast corner of said Lot 10.

Thence South 07°01'39" West 81.57 feet along the Easterly boundary of Lot 11, Block 5 to the Southeast corner thereof.

Thence South 00°11'02" West 240.00 feet along the Westerly boundary of Tract J.

Thence South 89°48'58" East 12.00 feet along the boundary of Tract J.

Thence South 00°11'02" West 113.00 feet along the boundary of Tract J.

Thence South 13°18'03" West 50.47 feet to the Northeast corner of Lot 9, Block 6.

Thence South 05°29'23" West 142.00 feet along the East boundary of said Lot 9 extended to a point on the Southerly boundary of "Fieldstone Subdivision".

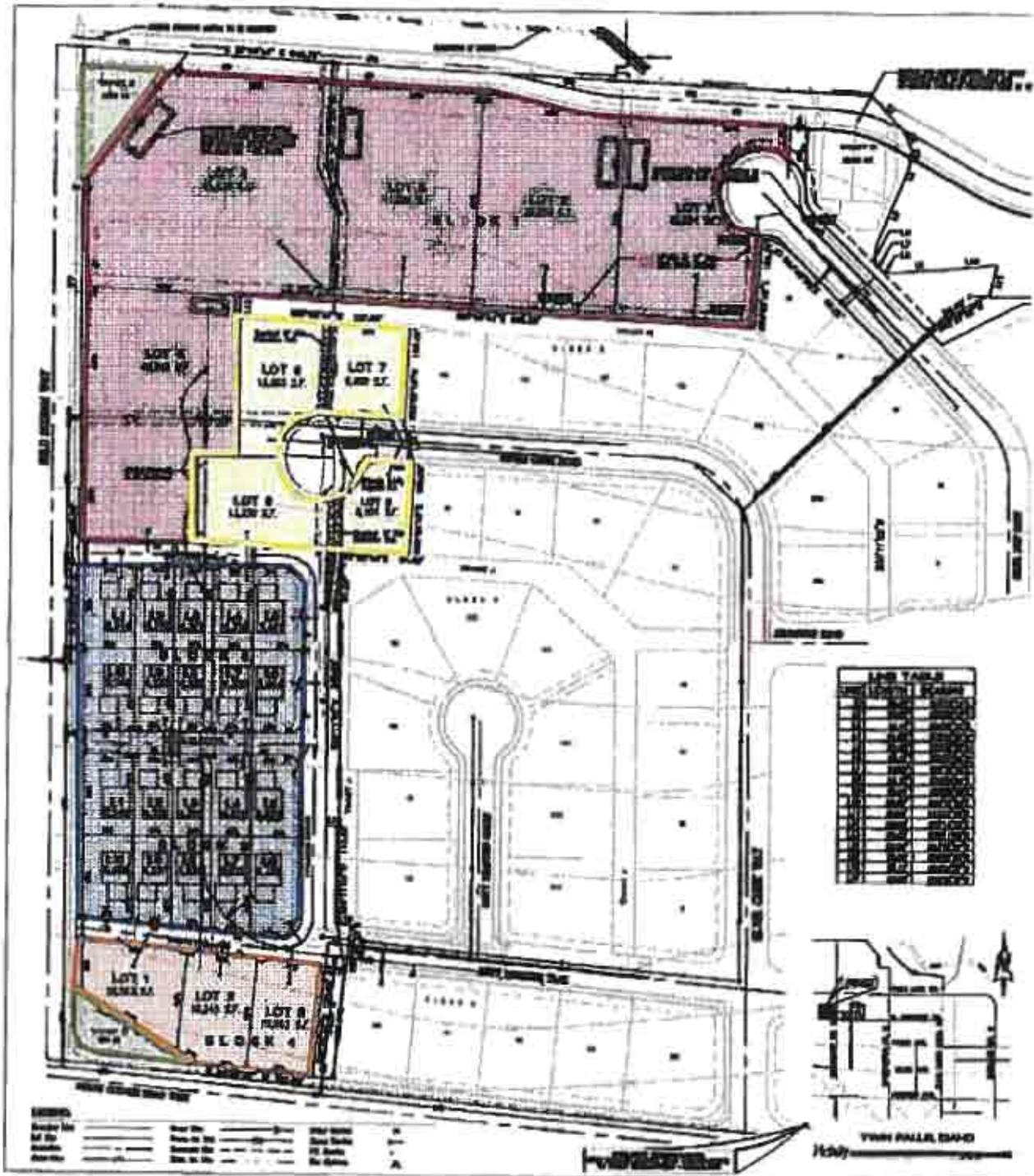
Thence North 84°30'37" West 305.05 feet along the Southerly boundary of "Fieldstone Subdivision: to the Southwest corner thereof.

Thence North 00°00'24" East 1173.15 feet to the REAL POINT OF BEGINNING.

Containing approximately 12.54 acres.

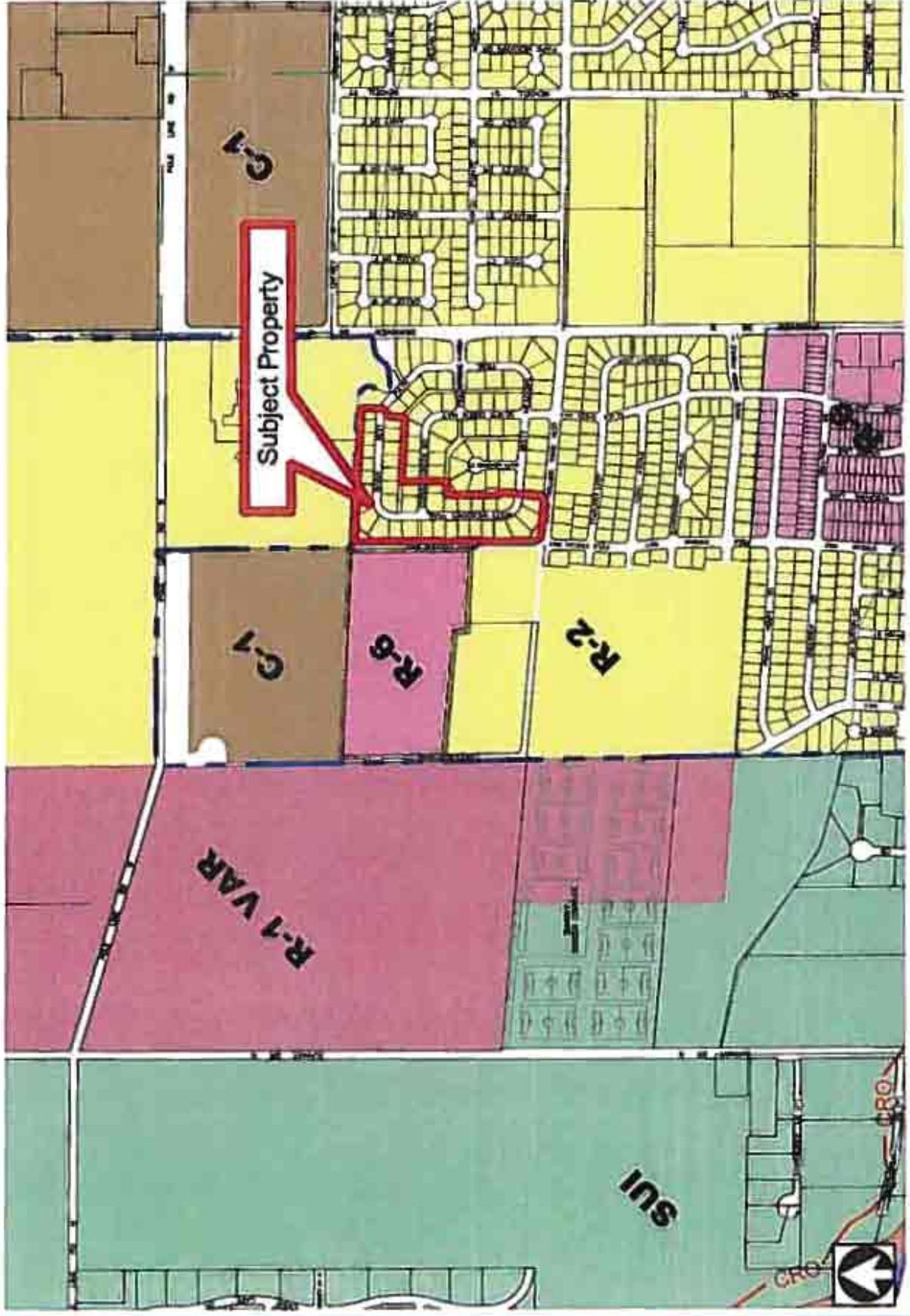


# Exhibit "B"



- 5 Professional Office overlay use area lots
- 4 Single-family residential lots
- 3 Duplex residential lots
- 20 Single-family cottage-style residential lots
- 2 Tracts

# ZONING MAP



## EXHIBIT "C"

### Fieldstone Professional Subdivision

#### R-4 & R-4 Professional Office Overlay – Planned Unit Development

- A. Permitted Uses: Buildings, structures or premises shall be used and buildings and structures shall hereafter be erected, altered or enlarged only for the following uses: (Hours of operation shall be 7:00 am to 9:00 pm unless extended hours of operation are permitted with an approved special use permit or unless stated elsewhere in this document)

1. Communications and Utilities:
  - a. Underground and aboveground transmission lines
  - b. Utility owned buildings and structures less than twenty-five (25) square feet in area and less than three feet (3') above ground.
2. Parks:
  - a. Open space.
  - b. Private parks and playgrounds without crowd attracting facilities.
  - c. Public parks and playgrounds without crowd attracting facilities.
3. Residential – (unrestricted hours of operation):
  - a. Accessory buildings (less than 1,000 square feet), personal swimming pools and other accessory uses.
  - b. Dwellings – attached single household dwellings on lots fronting on an arterial or collector street.
  - c. Dwellings – detached single household.
  - d. Dwellings – duplex.

- B. Special Uses: A special use may be granted for a permanent use that is not in conflict with the comprehensive plan and that is not permitted outright because it may conflict with other uses unless special provisions are taken. Special use permits may be granted for the following uses: (Hours of operation shall be 7:00 am to 9:00 pm unless extended hours of operation are permitted with an approved special use permit)

1. Communications and Utilities:
  - a. Utility owned buildings and structures more than twenty-five (25) square feet in area and more than three feet (3') aboveground.
2. Cultural Facilities:
  - a. Botanical gardens and arboretums.
  - b. Historic sites and monuments.
  - c. Libraries, museums and art galleries.
  - d. Planetariums and aquariums.
3. Government Facilities:
  - a. Fire stations and police stations.
4. Medical Facilities:
  - a. Doctors' offices.
5. Parks:
  - a. Park concessions.
  - b. Public parks and playgrounds with crowd attracting facilities.

## EXHIBIT "C"

6. Public Assembly:
  - a. Auditoriums.
  - b. Religious facilities.
  - c. Private academic schools.
  - d. Public schools.
7. Residential:
  - a. Detached accessory buildings (more than 1,000 square feet) i.e. garages and other accessory buildings.
  - b. Bed and breakfast facilities.
  - c. Home occupations.
  - d. Dwellings – triplex and four-plex
  - e. Household units in the same building as an allowed use and occupied by owner or an employee of the allowed use.
8. Services:
  - a. Beauty salons and barbershops.
  - b. Commercial daycare facilities and preschools.
  - c. Consumer credit collection.
  - d. Employment agencies.
  - e. In-home daycare services.
  - f. Finance and investment offices.
  - g. Insurance and related businesses.
  - h. Professional services.
  - i. Photography studios.
  - j. Real estate and related businesses.
9. Transportation:
  - a. Bus – pick up shelters.

C. Prohibited Uses: Uses not specified above are prohibited unless administrative determination in accordance with subsection 10-17-1(F) of this title is made that the use is similar enough to a use listed above that distinction between them is of little consequence.

D. Property Development Standards:

1. Use of Lots: Each building, except accessory structures, shall be located on a separate lot and each such lot and the buildings or structures thereon shall conform to the minimum dimensional standards contained herein.
  - a. Minimum of 15% and maximum of 85% of the project is to be residential development.
2. Lot Area:
  - a. The minimum lot area per single household dwelling shall be four thousand (4,000) square feet.
  - b. The minimum lot area per duplex unit shall be seven thousand hundred (7,000) square feet.
  - c. The minimum lot area per multiplex dwelling unit shall be two thousand (2,000) square feet larger than duplex units per unit or one thousand (1,000) square feet larger than duplex units per unit above or below ground level unit.
  - d. For professional offices, the lot size shall be of sufficient size to provide for the building, off street parking, and landscaping.

## EXHIBIT "C"

3. Lot Occupancy: No dwelling, including its accessory buildings, shall occupy more than sixty percent (60%) of a lot.
  - a. For professional offices, there is no occupancy requirement.
4. Building Height: No building shall be greater than thirty-five feet (35') above grade, as measured per 10-2-1 of City Code, as amended.
5. Building Size: The maximum building size is 14,000 square feet. (a larger building may be permitted with a Special Use Permit)
6. Yards:
  - a. Front Yard: Front yards shall conform to the following standards, or section 10-7-6 of this title, whichever is greater: (Ord. 2741, 11-4-2002)
    - i. The front building line shall not be closer than twenty feet (20') to the front property line.
    - ii. Where lots have double frontage on two (2) streets, the required front yard of twenty feet (20') shall be provided on both streets.
    - iii. On a corner lot the required front yard of twenty feet (20') shall be required on both streets.
    - iv. No accessory buildings shall be constructed in the front yard nor closer than twenty feet (20') to the property line on other street frontages.
  - b. Side Yard:
    - i. The side building line shall not be closer than five feet (5') to the side property line.
    - ii. Detached accessory buildings shall not be closer than three feet (3') to the rear property line nor closer than ten feet (10') to a main building except as provided by section 10-7-5 of this title. Architectural projections of detached accessory buildings shall not be closer than two feet (2') to the side property line except as provided in section 10-7-5 of this title.
    - iii. Architectural projections of main buildings and attached accessory buildings shall not be closer than two and one-half feet (2½') to the side property line.
  - c. Rear Yard:
    - i. The rear building line shall not be closer than twenty feet (20') to the rear property line for residential uses and as per R-4 or R-4 PRO development requirements for other uses.
    - ii. Detached accessory buildings shall not be closer than three feet (3') to the rear property line nor closer than ten feet (10') to a main building except as provided by section 10-7-5 of this title. Architectural projections of detached accessory buildings shall not be closer than two feet (2') to the rear property line except as provided in section 10-7-5 of this title.
    - iii. On a corner lot, the rear yard setback may be reduced to the side yard setback.
    - iv. For professional offices, the rear yard setback may be reduced to the side yard setback of the basic zoning district.

## EXHIBIT "C"

7. Access: All lots shall have vehicular access on a dedicated improved public street with a fifty foot (50') minimum right-of-way, unless a secondary means of permanent vehicular access has been approved on a subdivision plat.
8. Landscaping Plan (PUD): All landscaping shall comply with the provisions of section 10-11-2 of this title.
  - a. Professional Uses: Professional offices shall provide landscaping equal to twenty-five percent (25%) of the total lot area.
  - b. Residential Uses: Residential development, excluding single family and/or duplex dwellings, shall provide landscaping equal to ten percent (10%) of the total lot area.
  - c. Landscaping shall be required to be installed on each parcel/lot of the property at the time site and building improvements are completed thereon, or by the next planting season subject to a Temporary Certificate of Occupancy. Landscaped perimeters shall be installed from the back of the curb in the public right-of-way and shall be extended to the dimensions set forth below:
  - d. A minimum twenty foot (20') wide landscaped buffer, including sidewalk and/or storm water retention facilities planted in grass, measured from back of the curb will be constructed along Field Stream Way. Trees and shrubs will be provided in ratios meeting City Code 10-11-2. Trees and shrubs may be grouped, but there shall be no space greater than seventy-five feet (75') between tree and shrub groupings.
  - e. A minimum fifteen foot (15') wide landscaped buffer, measured from the property line, will be constructed along the north and south boundaries of the PUD project boundary. The landscaping shall include berms with a minimum height of 18 inches to a maximum height of 30 inches.
  - f. The use of planters and landscaped islands within parking lots will be used to reduce visual impact of large paved areas and these shall be planted with shade trees and shrubbery. The area adjacent to residential areas shall be landscaped with coniferous and deciduous trees and/or solid panel fencing with shrubs, berms, solid wall, and or planter boxes to create a buffer in a relatively short period of time.
  - g. All landscaping shall be installed in conformance with the project Master Development Plan. All landscaping maintenance will be in a uniform manner.
  - h. The property landscaping will utilize a city pressure irrigation system constructed in compliance with applicable standards.
9. Off-Street Parking:
  - a. Each use shall provide parking in compliance with city code.
10. Signs:
  - a. All uses shall comply with the provisions of Chapter 9 of this title.
  - b. Multiple-occupancy buildings shall have a sign plan approved by the administrator.

## EXHIBIT "C"

11. Walls, Fences, Hedges, Trees, Shrubs, and Landscaping Structures: Walls, fences, hedges, trees, shrubs, and landscaping structures shall be permitted on the property line or within the required side or rear yard and shall be permitted in the front yard with the following restriction: no wall, fence, hedge, tree, shrub, or landscaping structure shall be placed within the public rights-of-way without first obtaining written approval from the city. Notwithstanding the foregoing, all walls, fences, hedges, trees, shrubs, and landscaping structures shall comply with the provisions of section 9-9-16 of this code. (Ord. 2550, 6-2-1997)
  - a. Professional offices shall provide a fence not less than six feet (6') in height that will act as a sight and sound barrier between the professional office use and any contiguous residential lot or use.
  
12. Building Standards:
  - a. Buildings: New buildings are to be designed in such a way as to conform with the general residential nature of the neighborhood. All buildings shall be of residential character with exteriors of architectural masonry, stone, stucco, and/or hardboard, steel or vinyl siding. Building faces shall include windows, setbacks, awnings, parapet variations material variations, color variations and other architectural treatments to break up large uniform surfaces.
  - b. Buildings shall have pitched roofs with a gable or hip roof with a minimum 5/12 pitch and twelve inch (12") eave. Roofing material shall consist of architectural asphalt shingles, architectural metal or tile.
  - c. Building faces shall be broken up with windows, recesses, awnings or other architectural features that break up large flat surfaces.
  - d. Buildings shall have exteriors of architectural masonry, stone, stucco, and/or hardboard, steel or vinyl siding.
  - e. All building public access will be oriented away from the adjacent residential areas where possible.
  - f. Lighting: Building and parking area lighting shall be enclosed in fixtures or soffits that direct lighting to the ground surface in a manner that the light source cannot be seen from adjacent properties.
  - g. Outside Storage/Trash Containers/Loading Docks/Emergency Facilities: Outside storage and/or display is prohibited. Loading docks, trash containers, and emergency facilities shall be visibly screened from roadways, residential areas, and adjacent properties with screening materials. Screening may consist of landscaping – as per D8, masonry walls, buildings, or vinyl fencing.

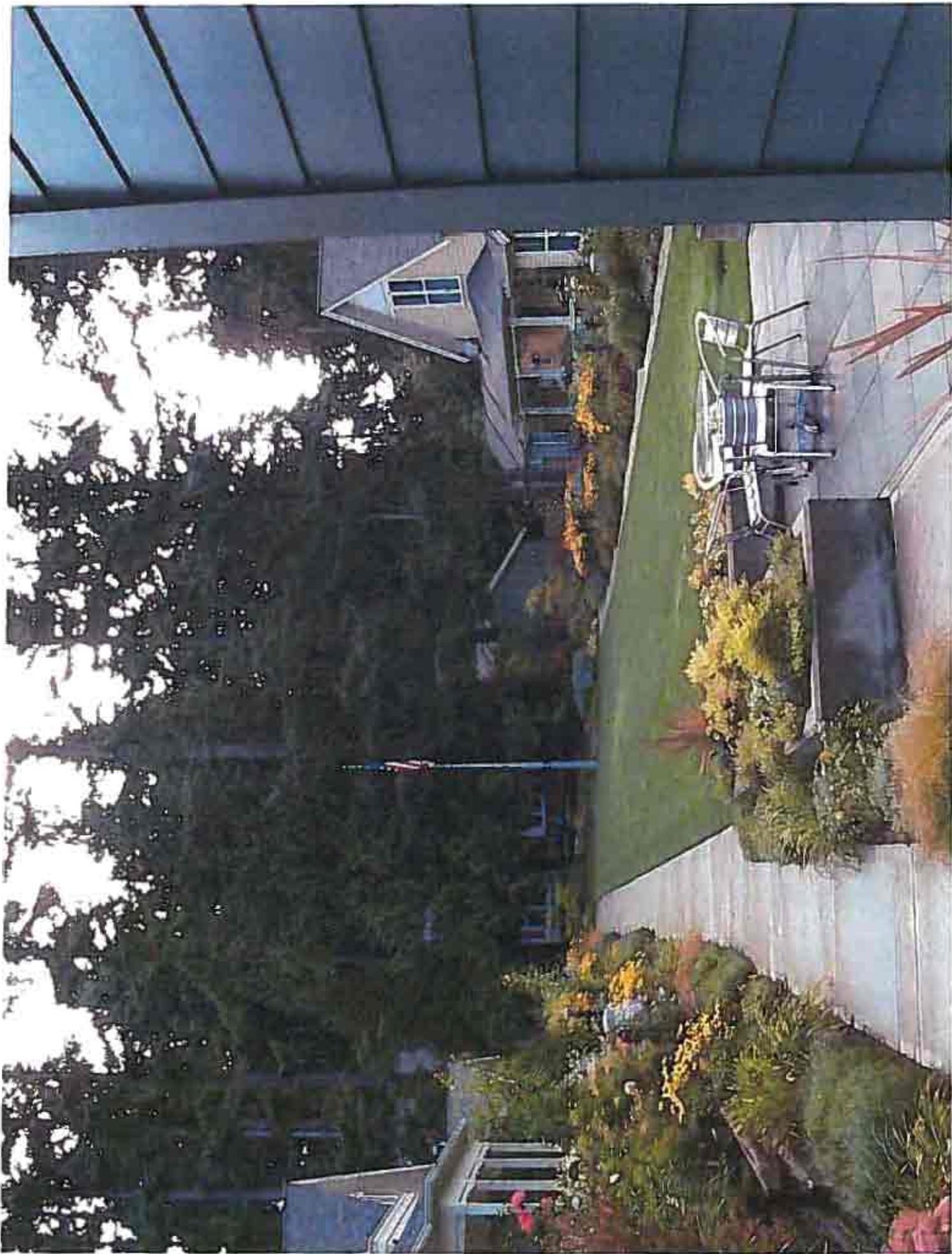


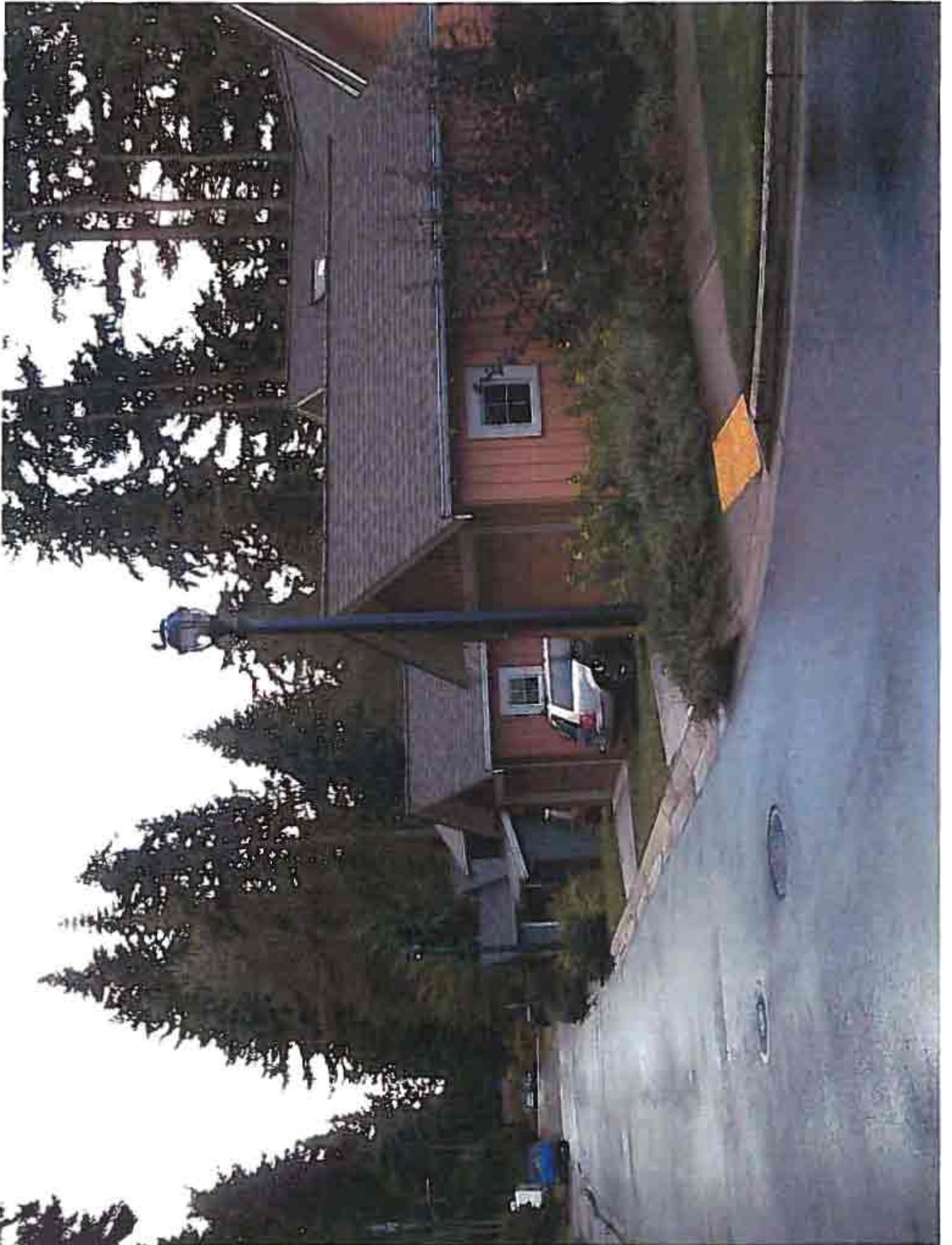
















Public Hearing: **Monday, February 02, 2015**

To: **Honorable Mayor Hall and City Council**

From: **Rene'e V. Carraway-Johnson, Zoning & Development Manager**

## ITEM V-

**Request:** For the City Council to consider adoption of an ordinance.

**Time Estimate:** Staff presentation may be five (5 +/-) minutes. This is not a public hearing item but there may be an additional five (5) minutes for questions by the City Council.

**Background:**

On December 09, 2014 the Planning & Zoning Commission held a public hearing regarding a request by Kent Taylor on behalf of Twin Falls BLM, LLC for a *Zoning Title Amendment* to amend Title 10 by adding a definition for "Governmental Open Storage Yard" and to allow that use by Special Use Permit in the C-1; commercial / retail zone.

Upon conclusion of the public hearing Commissioner Boyd made a motion to recommend approval of the amendment as presented. Commissioner Tatum seconded the motion and the motion was unanimously recommended for approval as presented.

On January 5, 2015 the City Council held a public hearing on this request. Upon conclusion of the public hearing and deliberation Councilmember Talkington moved approval of the amendment as presented. Councilman Lanting seconded the motion and the motion was unanimously approved by a vote of 5 for and 0 against.

**Conclusion:**

As directed by the Council, staff has prepared an ordinance for your consideration.

Staff recommends the City Council adopt the ordinance so it can be published and codified.

**Attachments:**

1. Ordinance
2. Portion of 01-05-2015 CC minutes.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING TWIN FALLS CITY CODE §10-2-1 BY ADDING A DEFINITION FOR "GOVERNMENT OPEN STORAGE YARD; AND AMENDING §10-4-8.2(B)(3) BY ADDING "GOVERNMENT OPEN STORAGE YARD" AS A SPECIAL USE IN THE C1 ZONING DISTRICT.

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

Section 1: That Twin Falls City Code §10-2-1 is amended by the addition of a new definition for "Government Open Storage Yard" as follows:

"10-2-1 DEFINITIONS: ...

Government Open Storage Yard: Storage of vehicles, equipment, and materials accessory to the operation of an owned or leased governmental facility."

Section 2: That Twin Falls City Code §10-4-8.2(B)(3) is amended by the addition of government open storage yard as a special use in the C1 Zoning District, as follows:

"10-4-8: C1, COMMERCIAL HIGHWAY DISTRICT: ...

10-4-8.2: USE REGULATIONS: ...

(B) Special Uses: ...

(3) Government Facilities:

a. Jails, detention centers, work release centers.

b. Water treatment plants,

c. Government open storage yard."

PASSED BY THE CITY COUNCIL,

, 2015.

SIGNED BY THE MAYOR,

, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
DEPUTY CITY CLERK

MINUTES

Monday, January 5, 2015

Page 2 of 3

.....  
Recess at 6:25 p.m.

Reconvened at 6:32 p.m.

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

**IV. PUBLIC HEARINGS: 6:00 P.M.**

1. Requests for a Zoning Title Amendment to amend Title 10-Chapter 4-Section 8.2 (B) 3; by adding a land use; (c) outside storage yard and shop as an accessory use for a government facility by Special Use Permit and by adding a definition of Open and Outside Storage Yard and Shop to Title 10; Chapter 2.

Kent Taylor, representing the applicant, explained the request. The request is a proposed amendment to allow the construction of an equipment storage building to allow for outside storage with respect to the surrounding area. If approved by the Council, the applicant will apply for a Special Use Permit. This is for the BLM project on Addison Avenue. They purchased the ground and when they submitted their plans they found out through a bit of confusion and misunderstandings the total use they wanted was not allowed in a C-1 zone. The City and the client worked together well to allow for partial building permits to start building the main structure. The project consists of the structure of the governmental facility consisting of offices, etc., and the second phase is the construction of some enclosed storage and water filling station, etc.

Planner 1 Spendlove explained the request. This request was initiated by Twin Falls BLM, LLC. This corporation is in the process of submitting for a building permit to construct and operate a new facility at 2862 Addison Ave West. This site is zoned C-1. Within the Land Use Category of Governmental Facility a governmental office is a permitted use. During the numerous discussions and reviews of the proposals with the representatives of the BLM staff discovered part of the BLM facility included an open, outside and partially enclosed area for the storage of vehicles, equipment and materials associated with BLM. Current City Code does not allow the use of an open storage yard or shop in the C-1 Zoning District for a governmental facility.

The proposed amendment modifies two sectors. The first would add a definition of "Open and Outside Storage and Wareyards" in City Code 10-2-1: Definitions. The Second would add a new "Use" in City Code 10-4-8: C-1, Commercial Highway District: Use Regulations: Special Uses: "Open and Outside Storage and Wareyards which are owned or leased by a governmental entity."

Possible Impacts: The amendment would allow for "storage yards" owned and operated by a Governmental Agency to apply for a Special Use Permit to operate in the C-1 Zone. This would allow for local governmental oversight and public input to the design and operation of storage yards in those areas Zoned C-1.

Currently, the "Open Storage Yard" use is permitted in the M-2 Zoning district, and requires an SUP in the M-1 Zoning District. A shop is permitted in both the M-1 & M-2. However, this use is also limited to City, County and Highway District owned and operated facilities.

If the Council is so moved to grant this request, staff recommends some modifications be made to the amendment in order to maintain consistency within the City Code. The staff recommended changes in Definition 10-2-1: Open Storage Yard, and 10-4-8.2(B)3 - Adding c: Local, State or Federal. These changes will maintain consistency throughout the code, and also shows a progression of Permitted and Special Uses from M-2 to M-1 to C-1.

City Manager Rothweiler stated that staff further recommends amending the language to include "Open Storage Yard... Adding Government Open Storage Yard". This will allow all government entities, local, state, and federal, the opportunity to use the Special Use Permit process.

Discussion on changing the staff recommendation to include all government entities the ability to apply for a special use permit followed.

Following discussion, staff recommends the Code amendment read as follows:

*10-2-1 Definitions: Government Open Storage Yard: storage of vehicles, equipment, and materials accessory to the operation of an owned or leased governmental facility.*

*10-4-8.2(B)3 – adding "c. Government open storage yard"*

City Attorney Wonderlich stated this would not require a new hearing.

Planner I Spendlove stated that an additional code amendment for other sections will come before the Council in the future that will reflect what has been discussed in regards to eliminating the list of specific government entities and the land use designation of a "Shop" in the C-1 Zone.

On December 9, 2014, the Planning & Zoning Commission unanimously recommended approval of the request, as presented. The City Council may grant the amendment as requested or it may recommend a modification of the amendment requested (will require another public hearing before the Commission), or it may deny the amendment.

Mayor Hall opened up the public testimony portion of the hearing with no input.

City Attorney Wonderlich clarified that a shop is not part of this application.  
Mayor Hall closed the public hearing with no input.

Discussion followed.

**MOTION:**

Councilmember Talkington moved to amend Title 10-Chapter 4-Section 8.2 (B) 3; by adding a land use; (c) outside storage yard as an accessory use for a government facility by Special Use Permit and by adding a definition of Open and Outside Storage Yard to Title 10; Chapter 2. The motion was seconded by Councilmember Lanting. Roll call vote showed all members present voted in favor of the motion. Approved 5 to 0.

**V. ADJOURNMENT:**

1. Executive Session-2345 (1) ( c ) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency. (Removed from the Agenda)

The meeting adjourned at 6:45 p.m.

Leila A. Sanchez

Deputy City Clerk/Recording Secretary



Date: February 2, 2015  
To: Honorable Mayor and City Council  
From: Jacqueline D. Fields, P.E., City Engineer

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#### Request:

Consideration of a request to reaffirm consideration of a modified street section on the Morning Sun Subdivision No. 8 preliminary plat.

#### Time Estimate:

Gerald Martens' presentation will take approximately 10 minutes. The staff presentation will take approximately 10 minutes. Both will be available for questions.

#### Background:

During the development process, the preliminary plat is reviewed by staff for conformance to the City Code and the appropriate planning documents. Consideration for approval from the Planning and Zoning Commission is conducted in accordance with the Code and planning documents. The land that is now the Morning Sun Subdivision No. 8 plat was reviewed in several different configurations. An alternate street plan was proposed and staff worked with the developer to address concerns. Because that preliminary plat did not conform to the approved Transportation Master Plan, staff and the developer requested consideration from the City Council and we believe that we received indication that a final plat with this street configuration could be approved by the City Council. Because the economy wasn't conducive to development of the land in 2010, the land was not developed. Since that time, the plat expired and, when a plat expires, all of the associated approvals expire.

The basis for consideration was a request to consider narrow pavement section. Cost to place and maintain pavement is a consideration, not only for the developer but for the Streets Department. There are others considerations as well:

ADA accessibility to the sidewalk can be a significant concern. We know rolled curb sections allow citizens to partially utilize the sidewalk for parking which inadvertently denies access to some people and is a violation of that person's rights. High back curb on residential seen in the "presidents" streets. This was not the developer's preference but he was willing to place and perpetuate an unpaved landscaping strip between the curb and sidewalk. This could inhibit parking on the sidewalk so that pedestrian access is available on the sidewalk.

On the street Parking could marginalize access for fire vehicles. While the vehicles can pass through space between parked cars, we understand that setting up the engine to fight the fire requires additional space. The developer agreed to a parking restriction on one side of the street. This restriction will be made known through posted signs and will be communicated to buyers prior to the sale of the lots.

Vehicular Movement is addressed. Restricting parking to one side of the street will also facilitate the ease with which larger vehicles, such as moving vans, can negotiate the corners.

We also considered the possibilities of snow-plowing and delivery of kindergarten-aged children from/to school buses. Currently, the Street Department focuses on arterials and school bus routes. Residential streets could be plowed but this rarely occurs before the melt-off starts. Streets this narrow would be extremely difficult to plow without risking minor damage to adjacent vehicles (mirrors and such, "walls" of

snow against the driver's side, etc). I believe that it is unlikely to become an issue without a significant change in snow-plowing policy...one that would add personnel and equipment to allow immediate clearing of residential streets. We also understand that the school buses pick up children on collector roads and so the school bus turning radius did not need to be considered.

In the neighborhood of the "presidents" streets between Heyburn and Addison/ Blue Lakes and Harrison, the road is narrow with parking on both sides of the road. There is not a designed north-south collector and most streets are used to collect and funnel "cut-through" traffic (or people who have a destination beyond the neighborhood). This presents particular concerns from people in the neighborhood. City staff has attempted to address complaints and concerns about speeding and child safety. While speeding is primarily a perception, there is no question that reaction time to address a child or dog darting into the street is diminished. The Morning Sun No. 8 parcel is bounded by 2 collector and 2 arterial roads. The layout of the subdivision allows for a private feel to the neighborhood in that "cut-through" traffic should be minimal. Traffic in this neighborhood should be destination oriented (friends and yard sales). These possibilities should contribute to an increase in driver awareness.

At the time this proposal was discussed, I was unaware of other public streets in Twin Falls with similar geometry. The Developer had reasonably addressed all of the staff concerns. Finally, the right-of-way is sufficient to accommodate the standard section which is helpful if the neighborhood decides to widen the road, presumably in the distant future.

#### **Approval Process:**

A simple majority vote of the Council is required to approve this request.

#### **Budget Impact:**

There is no immediate impact to the City's budget. In the future, maintenance actions such as sealcoat will cost less. If the City chooses to widen the road at a future date, in lieu of requiring the neighborhood to fund the work through LID, there will be a cost to new construction.

#### **Regulatory Impact:**

None. Considering this request does not modify the Transportation Master Plan and does not imply that this is an appropriate roadway section for all residential streets.

#### **Conclusion:**

Staff requests direction on whether or not to continue the preliminary platting with this proposal.

#### **Attachments:**

Letter from Gerald Martens, dated 1/20/15, regarding Morning Sun No. 8

Vicinity map

Typical section of the proposed roadway



Date: January 20, 2015

To: Twin Falls City Council

From: Gerald Martens 

Via: Hand Deliver

Regarding: Morning Sun No. 8

Dear Council Members:

I am hereby requesting time on your agenda to present to you a request to reconfirm the approval of Morning Sun Subdivision No. 8 with a special street section. The revised preliminary plat and modified street section was approved on (November 22, 2010).

Due to delays in completion of the previous seven phases of Morning Sun the development was delayed and the (November 22, 2010) approval has expired.

To familiarize you with the site, Morning Sun Subdivision No. 8, approximately 30 acres, was purchased from the boy Scouts and has had several development concepts over the years. The site is difficult to develop due to being surrounded by arterial and collector streets with limited access. The limited access resulted in a subdivision with only two access points that results in a subdivision with no thru traffic and very local traffic serving only residents. All of the streets are looped providing two access routes to every lot. This resulted in an opportunity to be creative in the street design by narrowing the streets, adding a tree scape adjacent to each curb, detaching the sidewalk, and creating a unique subdivision with enhanced neighborhood characteristics. The streetscape will be controlled by the developer assuring a consistent street scape and landscaping that separates pedestrians from the traffic.

I know you have seen this subdivision before but I wanted to reintroduce you to the concept, provide you with background regarding the project and I look forward to again presenting this exciting project to you.

051-02 (8)

RECEIVED

JAN 20 2015

CITY OF TWIN FALLS  
PLANNING & ZONING



CARRIAGE LN

FALLS AVE E

HANKINS RD N

HEATHERWOOD RD

LAURELWOOD DR

WILDWOOD WAY

SKYLINE DR

TANGELWOOD CT

FALLS AVE E

SPRING CREEK DR

MORNING SUN DR

SUN MEADOW DR

JAMBOREE DR

JAMBOREE DR

TENDERFOOT DR

EUB SCOUT DR

EAGLE SCOUT DR

EAGLE PARK AVE

SUNCREST CIR

STADIUM BLVD

STADIUM BLVD

SUNPOINTE DR

SUNBEAM DR

SUNSHINE DR

SUNFIRE DR

SUNDANCE DR

SUNDANCE DR

SUN TERRACE DR

SUNRAY LOOP

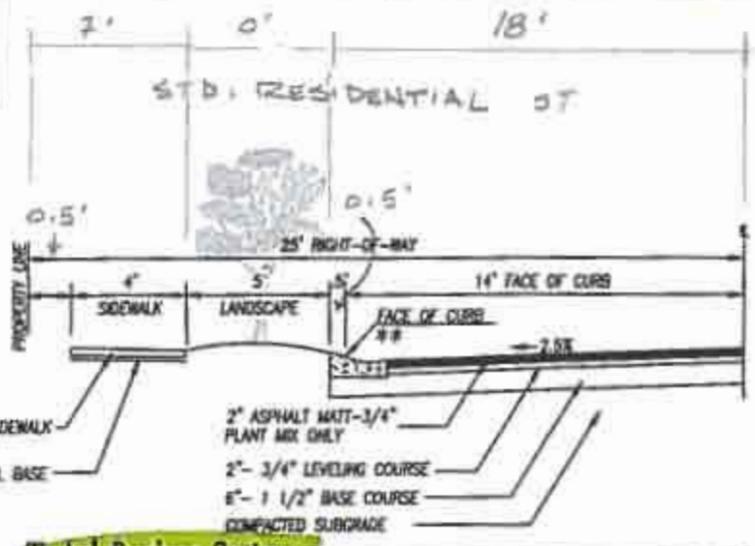
FILER AVE E

FILER AVE E

MEADOWBROOK DR

HIGHLAWN DR

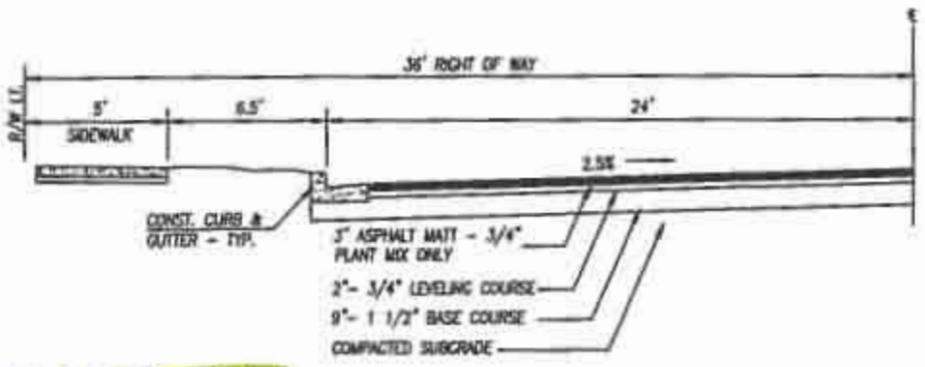
Bench Mark  
Top of 5/8" Pin @ CL of Stadium  
and Hankins Elev.=3738.68



Typical Roadway Section  
Residential Streets

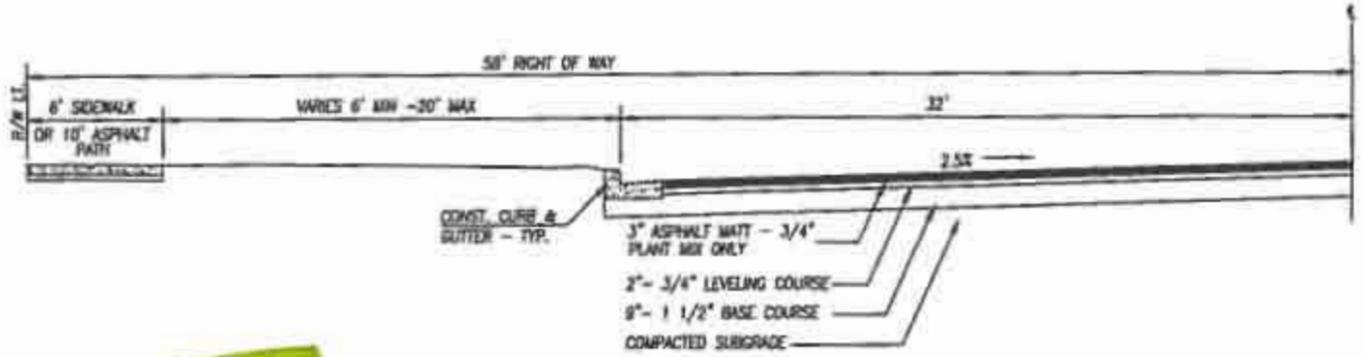
n.l.a.

\*\* TYPE OF CURB NEEDED TO BE DETERMINED AFTER INDIVIDUAL CURB CALCULATIONS HAVE BEEN COMPLETED.



Typical Roadway Section  
Stadium Blvd and Meadow View Lane

n.l.a.



Typical Roadway Section  
Hankins Road North and Falls Ave E

n.l.a.



Date: Monday, February 02, 2015  
To: Honorable Mayor and City Council  
From: Troy Vitek, Assistant City Engineer

**Request:**

Presentation of an update of the Waste Water Treatment Plant Construction.

**Time Estimate:**

The staff presentation will take approximately 5 minutes.

**Background:**

## Summary of Work



*Backfilling North Side*

*Wall Construction of North end*

**Package 1  
Completed**

**Package 2**

The focus in December continued to be on the IFAS basin wall construction. The north end of the basin was completed and the north channel section placed under a qualitative water test. The exterior walls required some sealing to stop leakage. The walls then passed the leak test, and backfill at the north end began to allow the construction of the blower building.

The pilings for secondary clarifier 4 excavation continued. A layer of rock was encountered at many locations. This slowed the progress and caused the failure of the drilling equipment. Work was stopped mid-December. The broken equipment was replaced at the end of December and work will continue in early January.

Bulk excavation for secondary clarifier 4 commenced. The native material that was stockpiled to begin the piling work, and the continuing excavation, provided fill for the north end of the IFAS basin.

## Financial Summary

### Contractor Billings

	PSI Package 1	RSCI Package 2
Base Contract Value	\$2,093,189.00	\$17,963,307
Change Orders To Date	(135,306.00)	\$141,213
Revised Contract Value	\$1,957,883.00	\$18,104,520
Billings through January 28	\$1,957,883	\$2,649,198.36
Remaining to be billed	\$0	\$15,455,321.64

### Contractor Change Orders

#### Package 1

No additional change orders since package is closed.

#### Package 2

Additional permit fees, Rain Event Repair \$8,995.00

Submersible Mixer Upgrades \$132,218.00

### Pending Change Orders

#### Package 2

Piping and grading revisions with asphalt replacement \$317,218

### Work Change Directives

WCD 2-001 was issued to Package 2 for additional survey information.

WCD 2-002 was issued to Package 2 for Relocation of the Transformer to the Generator Building

The revised pour plan for the IFAS basin has been implemented. Larger and fewer pours have helped with the schedule. Cold temperatures at the end of December delayed concrete placement and RSCI focused on forming and reinforcing.

The IFAS supplier has taken exception to the size of the screens required by Contract. A meeting was held with the supplier to finalize the sizing. The supplier is compiling information to support their position.

Schedule concerns continue to be the overriding issue. RSCI has implemented the revised wall sequence but continues to struggle with productivity to match their planned schedule. Weather and the holidays in December also impacted the effort.

The detailed CPM schedule was received and it appears to be an accurate approach to the work. Clarification of what Work is in Milestone 1 continues between RSCI and CH2M HILL. The schedule shows zero float for the four milestones: 13 MGD capacity, 16 MGD capacity, Substantial Completion, and Final Payment. As the project progresses we will track variations in float as an indicator of planning and performance.

The walls continue to take longer than planned, and cold and windy weather has impacted progress. RSCI had hoped to be complete with the north half of the basin by the end of the year but this did not happen. Additional crews and equipment were mobilized in December but a major impact to the timeline has not been seen.

The time extensions issued will provide some relief but a thorough review of the work plan is needed.

### **30 Day look ahead:**

The focus will continue on the IFAS basin walls thru January. The piling and excavation work for secondary clarifier 4 will continue early in the month with concrete work to follow. Work will commence on the blower building structure as well. Underground electrical work will begin also.

### **Conclusion:**

N/A

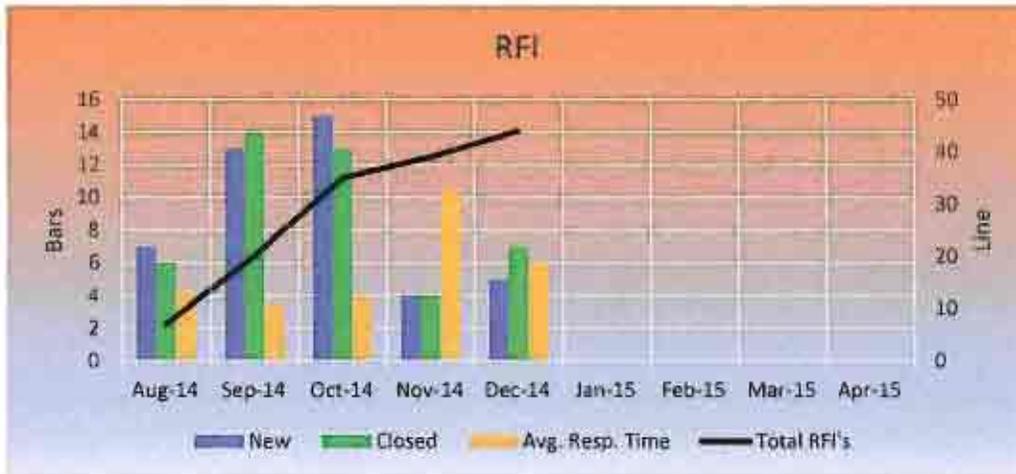
### **Attachments:**

1. Photos
2. RFI/Submittals diagram

## Services During Construction

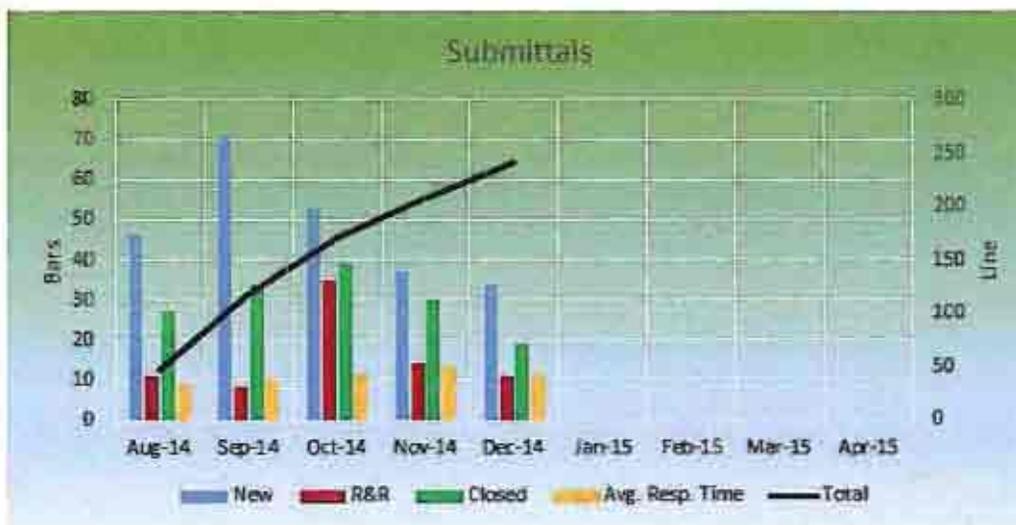
### RFI's

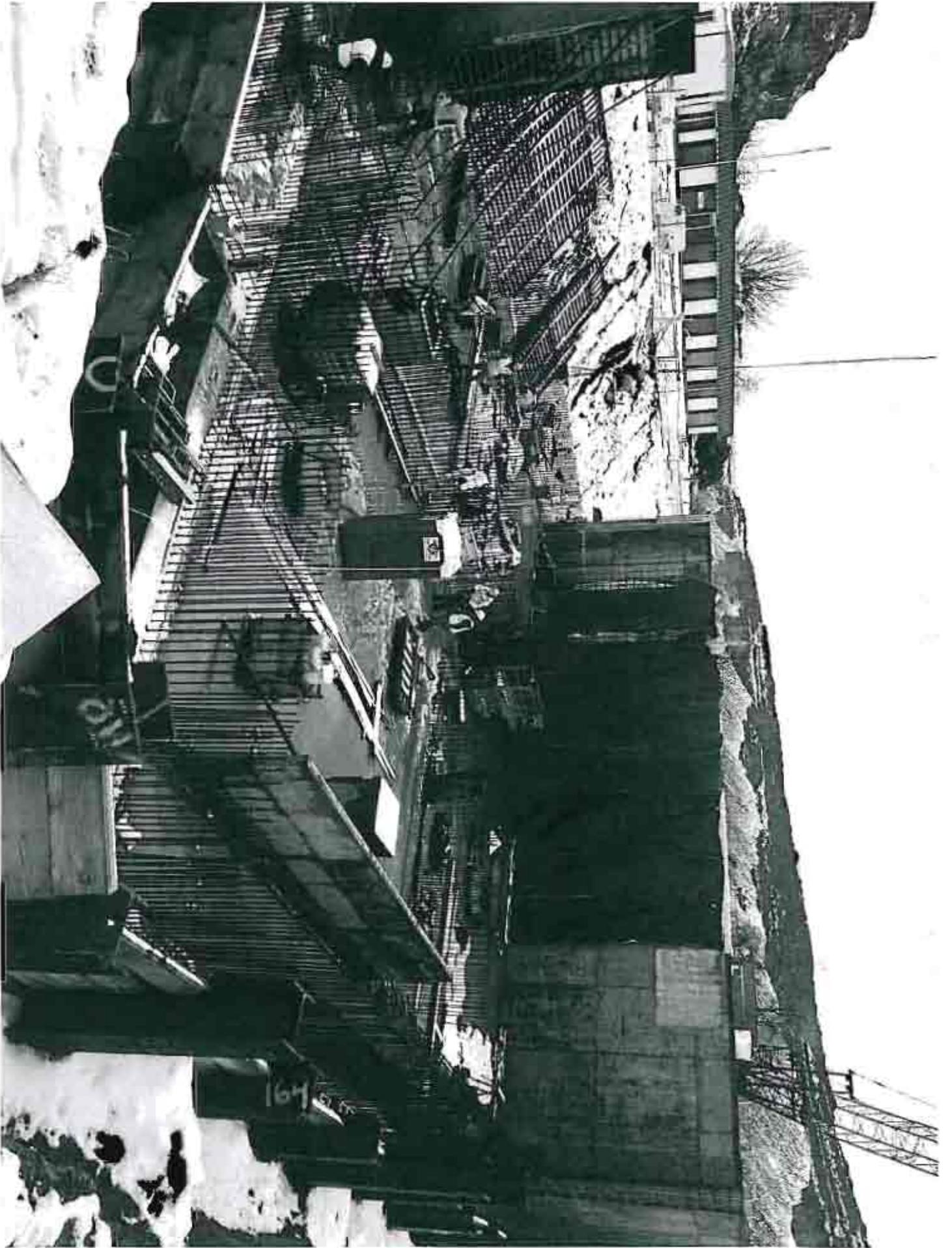
	Package 2
Received this Month	5
Total Received	44
Outstanding at end of Month	0
Average Turnaround To Date	5 Days

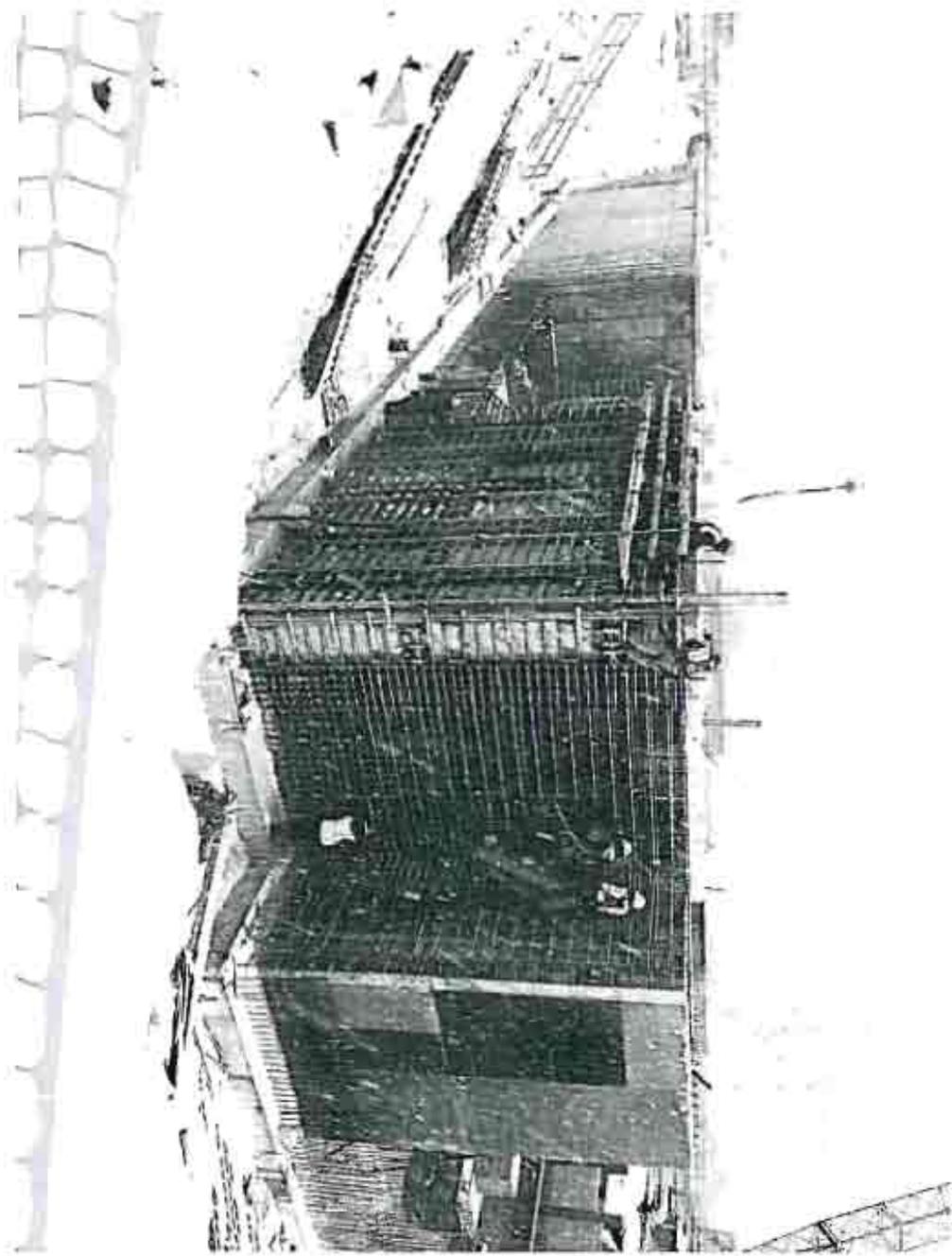


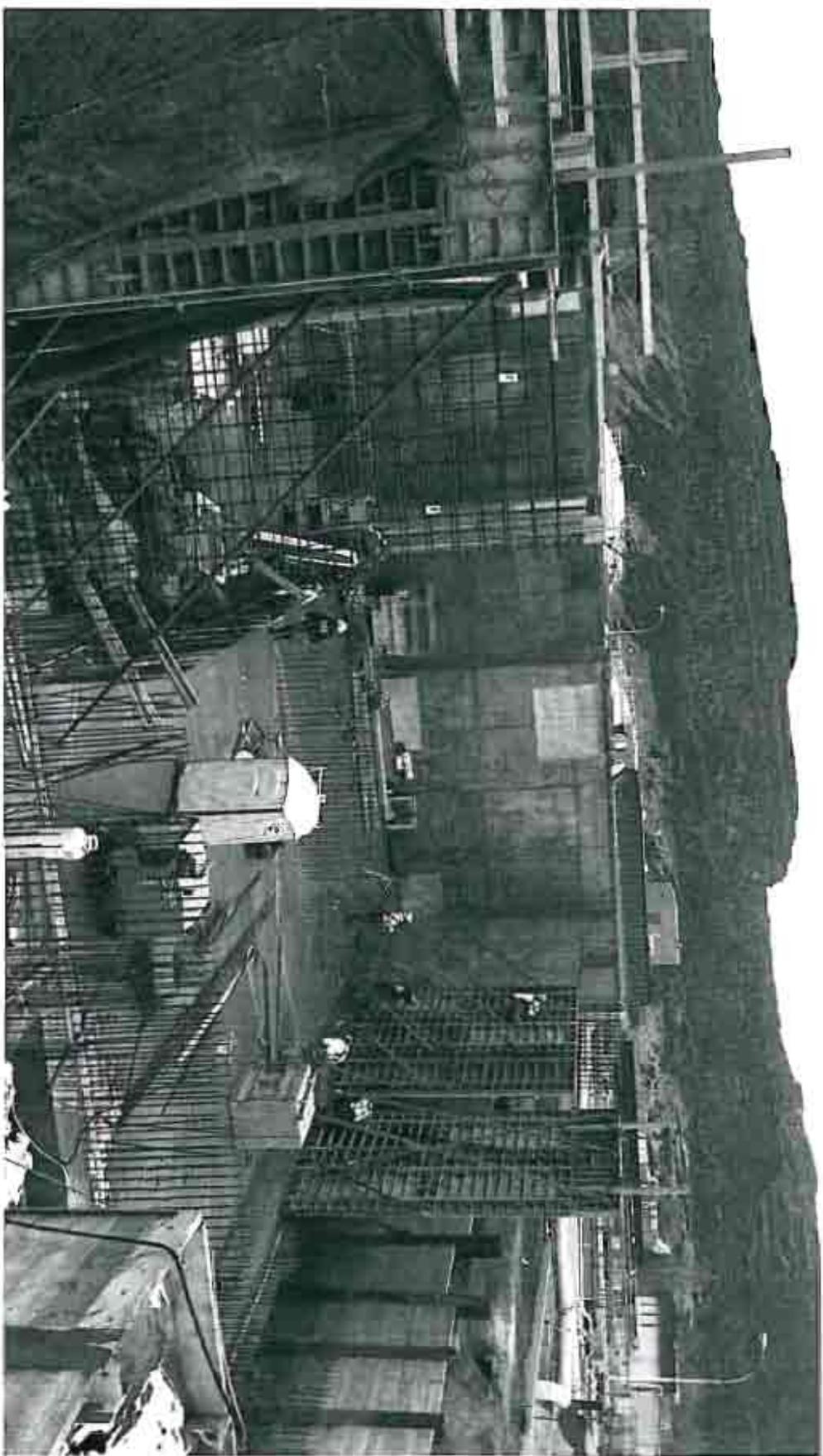
### Submittals

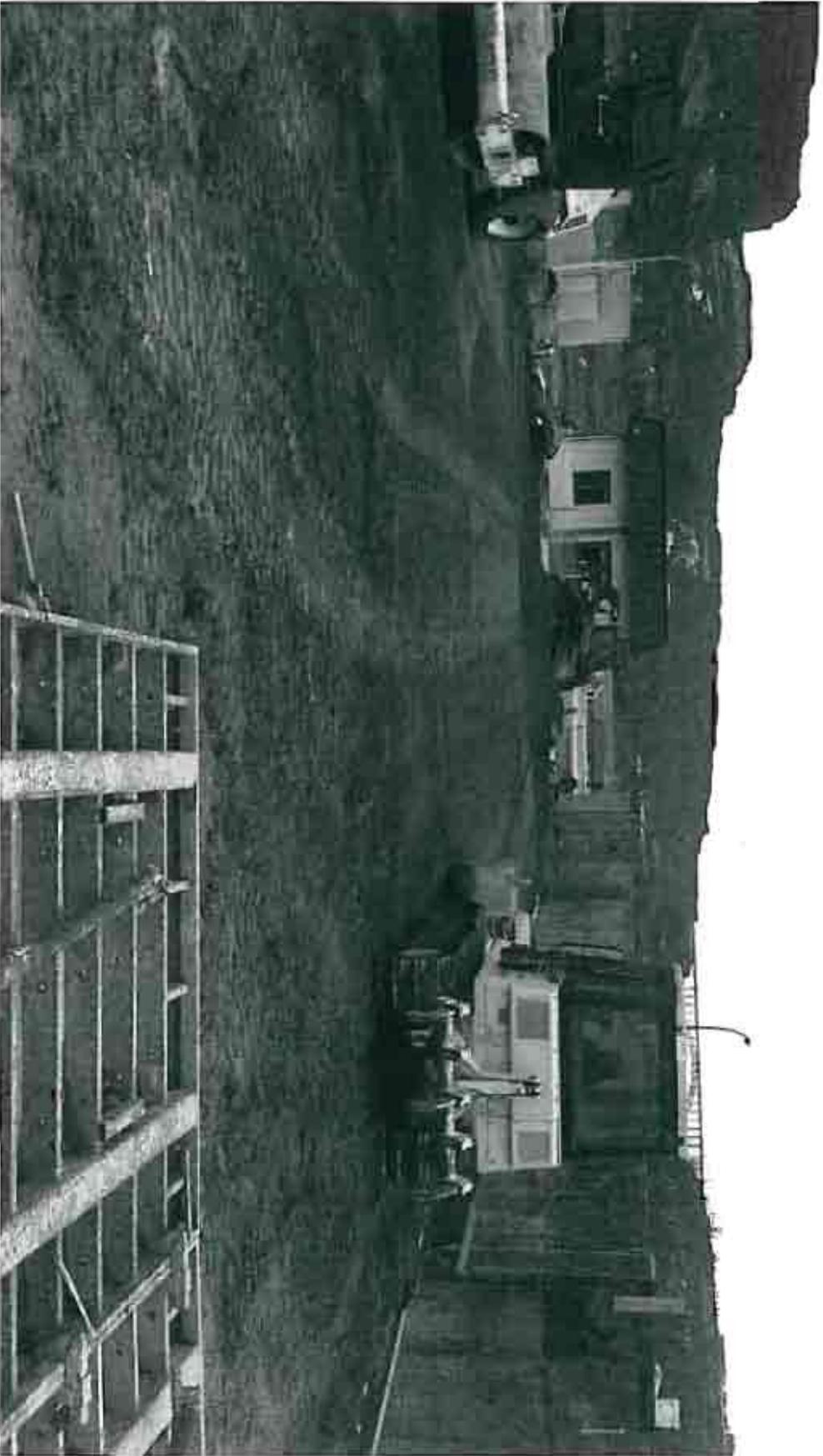
	Package 2
Received this Month	34
Total Received	242
Outstanding at end of Month	12
Average Turnaround To Date	11 Days















**Date:** Monday, February 2, 2015  
**To:** Honorable Mayor and City Council  
**From:** Travis Rothweiler, City Manager

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**Request:**

Discussion and possible action on an agreement between the City of Twin Falls and the City Manager.

**Time Estimate:** Discussion on this item will take approximately 10 minutes.

**Background:**

The International City/County Management Association's Recruitment Guidelines for Selecting a Local Government Administrator states: "It is in the interests of both the community and the chief administrator to have a written summary of the terms and conditions of employment to which both parties have agreed. The stable working situation created by such an agreement helps to attract and keep top-flight administrators in a generally mobile profession. ICMA recommends the use of employment agreements because the detailing of salary, benefits, and other conditions of the administrator's job puts those items where they belong—in a contract where both parties can know what is expected—and removes them from the daily agenda of the chief administrator and members of the governing body."

The initial term of the agreement is for a period of one year, retroactive back to October 1, 2014. The agreement will automatically be renewed annually for a period of five years should neither party elects to open or terminate it. The City Council is required to review the terms and conditions of the agreement in year five years, should it remain in place.

ICMA recommends that all agreements "...include a section providing the administrator with severance pay for a fixed period of time if he or she is terminated. This provides important personal and professional security for local government chief administrators, as they have the rather unique situation of working at the pleasure of the governing body with the possibility of dismissal for any reason at any time." The details of the severance pay are included in section 10 of the agreement.

The agreement has been reviewed by the City Attorney and ICRMP.

**Approval Process:** Approval of this item takes a majority (50% + 1) of the members present.

**Regulatory Impact:**

Title 50 of the Idaho Code grants city councils the legal authority to enter into agreements or contracts for services.

**Conclusion:**

The members of the Twin Falls City Council wish to enter into an agreement for services with Travis Rothweiler for continued service as its city manager.

**Attachments:**

Agreement

## **CITY MANAGER SERVICE AGREEMENT**

THIS AGREEMENT, made and entered into by and between the City of Twin Falls, Idaho, a municipal corporation (hereinafter "Employer"), and Travis Rothweiler (hereinafter "Employee"), both of who understand as follows:

WHEREAS, Employer desires to employ the services of Travis Rothweiler as City Manager, of the City of Twin Falls, as provided by State and City Code, and;

WHEREAS, it is the desire of the governing body, hereinafter called, "City Council" to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee, and;

WHEREAS, it is the desire of the Employer and the Employee to formally establish terms and conditions of employment.

NOW, THEREFORE, in consideration of these promises and covenants contained hereafter as follows:

### **SECTION 1. DUTIES**

Employer hereby agrees to employ the Employee as City Manager of the Employer to perform the functions and duties specified for that office by the Idaho Statutes, Twin Falls Municipal Code, and the employee position description, and to perform other legally permissible and proper duties and functions as the City Council shall assign from time to time.

### **SECTION 2. TERM**

The term of this Agreement shall begin October 1, 2014, and end on September 30, 2015, and shall automatically renew annually, unless Employer notifies the Employee in writing at least sixty (60) days prior to the end of each fiscal year that it has elected not to renew the Agreement, subject to the provisions of Section 10, Paragraph A, of this agreement.

Employer and Employee shall review the terms of this Agreement on or before the five-year anniversary of this Agreement, and every five years thereafter. Any changes or amendments to this Agreement shall be in writing and signed by the parties.

Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject only to provisions set forth in Section 10 of this agreement.

Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 10 of this agreement.

### **SECTION 3. SALARY**

Employer agrees to pay Employee an annual base salary of \$126,175, payable in twenty-six (26) bi-weekly installments.

This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies, or as may otherwise be approved by the City Council.

### **SECTION 4. PAID TIME OFF**

The employer agrees to provide vacation and sick leave in accordance with the current Employee Resolution, which establishes general terms and conditions of employment for City employees, or as it may be amended from time to time. In addition, the employer will provide an additional forty hours (40) of personal leave to be placed in a separate bank on January 1st of each year. These hours will have no compensatory value and will not affect other leave bank accruals. Any of these additional hours remaining on December 31st shall (be forfeited) or (not carry-over to the next year.)

Any vacation use in excess of five (5) working days shall receive prior approval from the Mayor at least 2 weeks in advance, excluding emergency situations.

### **SECTION 5. HEALTH INSURANCE**

Employer agrees to pay the premiums thereon equal to that which is provided to all other employees of the Employer.

### **SECTION 6. DUES AND SUBSCRIPTIONS**

Employer agrees to budget and to pay for what are reasonable professional dues, publications and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement.

### **SECTION 7. PROFESSIONAL DEVELOPMENT**

Employer agrees to budget for and to pay the mutually agreed upon travel and expenses of Employee for professional meetings, travel and occasions adequate to continued professional development of Employee and adequately pursue necessary official and other functions of the Employer, including but not limited to the annual conference of the International City/County Management Association Conference and the Association of Idaho Cities. Employee shall submit proposed expenses prior to adoption of the ensuring budget for the City Council.

## **SECTION 8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

The City Council, in consultation with the City Manager, may fix any such other terms and conditions of employment, as it may determine from time to time.

All provisions of Twin Falls Municipal Code and Personnel Rules and Regulations of the Employer related to vacation, sick leave, retirement, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the Employer, unless amended or altered by this agreement. All rules of conduct for the Employer are incorporated into this agreement by reference and Employee agrees to conform his conduct to such provisions.

## **SECTION 9. PERFORMANCE EVALUATION**

The City Council shall review and evaluate the performance of the Employee annually. Annually, the City Council and employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City, and in the attainment of the City Council's policy objectives and shall further establish a relative priority among those goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual budget, capital budget and appropriations provided.

## **SECTION 10. TERMINATION**

A. Employee serves at the pleasure of the City Council, and may be terminated without cause at any time for any reason, or for no reason. If the Employee is terminated without cause, the Employer shall provide a severance payment equal to (6) months' total compensation at the Employee's then existing rate of pay. The severance shall increase one (1) month every year beginning April 1, 2011, up to a maximum of twelve (12) months. In addition to the severance payment, the Employee shall also be compensated for all vacation leave the Employee has available. The severance payment shall be paid in a lump sum, no more than (10) working days after action taken by the City Council. If Employer terminates the employment of Employee without cause, Employee does hereby release, acquit, indemnify and forever discharge Employer and its representatives, agents, employees, and insurers, of and from any and all claims, demands, actions and causes of action, judgments, costs, attorney fees, damages, both known and unknown, of which the undersigned have or may hereafter have, on account of, or in any way arising out of termination of his employment, except as to the claim for severance payment as provided for in this subparagraph.

B. If the Employee is terminated for cause, no severance shall be paid. All accrued vacation time the Employee has available shall be paid in a lump sum, no more than (10) working days after action taken by the City Council.

C. In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer thirty

(30) days' notice in advance, as provided by Twin Falls City Code §1-7-6, unless the parties agree otherwise. No severance shall be paid if the Employee resigns.

D. For purposes of this section, termination of employment occurs:

1. By majority vote of a quorum of the City Council at an open meeting conducted in conformance with the Idaho Open Meeting Law and in accordance with the procedural requirements of Twin Falls City Code §1-7-5; or,

2. Elimination of the position of City Manager.

## **SECTION 11. NOTICES**

Notices pursuant to this Agreement shall be given by deposit in the custody of:

- |               |  |
|---------------|--|
| (1) Employer  | City of Twin Falls<br>321 Second Avenue East<br>P.O. Box 1907<br>Twin Falls, ID 83303-1907 |
| (2) Employee: | Travis Rothweiler<br>P.O. Box 1907<br>Twin Falls, ID 83303-1907                            |

Notices may be mailed or personally delivered. Notice shall be deemed as given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

## **SECTION 12. GENERAL PROVISIONS**

The text herein shall constitute the entire agreement between parties. No change to this Agreement shall be effective unless in writing and signed by the parties.

This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.

If any provision or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portions thereof, shall be deemed servable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF: The City of Twin Falls has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, the Employee has signed and executed this Agreement, both in duplicate, the day and year above written and as amended this \_\_\_\_ day of \_\_\_\_\_ shall replace and supersede all prior agreement(s).

\_\_\_\_\_  
Mayor  
City of Twin Falls

\_\_\_\_\_  
Employee

ATTEST:

\_\_\_\_\_  
Deputy City Clerk



**Date:** Monday, February 2, 2015  
**To:** Honorable Mayor and City Council  
**From:** Travis Rothweiler, City Manager

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**Request:**

Discussion and possible action about considering any Snake River Canyon Jump activities in 2015.

**Time Estimate:** The presentation on this item by city staff will take approximately 10 minutes.

**Background:**

In February 2014, the members of the Twin Falls City Council voted not to consider any proposal to jump the Snake River Canyon for a period of one year. The one year period made as a part of the in the original motion has ended.

So that it can be in a better position to respond should it be approached by any interested party or parties, City staff is seeking direction from the City Council. To date, the city has not been approached by any party wishing to jump the Snake River Canyon from any location, including the original jump site, by any party.

**Approval Process:** Approval of this item takes a majority (50% + 1) of the members present.

**Conclusion:**

The members of the Twin Falls City staff are seeking direction from the members of the City Council on how to respond to any interested party or parties.

**Attachments:** None.