

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

Twin Falls City Council-Public Hearing Procedures for Zoning Requests

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

Office of the Mayor

Proclamation



WHEREAS, Kathryn L. Peterson is being honored by the City of Twin Falls for her continued support to Veterans throughout the city and state by establishing the first “Veterans Handicap Transportation Network,” providing the mobility and flexibility to disabled veterans and their families to access events; as well as her military leadership in the planning, financing and execution of the Twin Falls Area Veterans Council and subsequent establishment of the Veterans Fair Booth, providing information and services to local area veterans.

WHEREAS, she has a sense of civic responsibility, participating in the Veterans Honor and Burial detail, providing boat service to BASE jumpers and even rescuing families from the river. She has played an integral part in establishing the Patriot Guard Motorcycle Escort organization.

WHEREAS, she has demonstrated in countless ways her dedication to the welfare of others and has earned respect and affection from people in all walks of life. She displays kindness, compassion and enthusiasm when helping everyone, including assisting autistic children by teaching them wood shop techniques in her home or by helping send children to military conventions in Las Vegas. Simply put, Kathy Peterson is a pillar of our community, and everyone who is here to support her today is fortunate enough to call her a friend.

NOW, THEREFORE, I, Don Hall, Mayor of the City of Twin Falls, do hereby proclaim September 12, 2015, to be

Kathyrn L. Peterson Day

in Twin Falls, Idaho, and urge all City of Twin Falls citizens to join in this observance.

In witness whereof, I have hereunto set my hand on September 8, 2015, and caused this seal to be affixed.

Mayor Don Hall

Deputy City Clerk Leila A. Sanchez



September 8, 2015, City Council Meeting

To: Honorable Mayor and City Council

From: Sharon Bryan

Request: Approval of Beer and Wine license ownership transfer for Oasis Stop n Go LLC, 3197 Kimberly Road E, 688 Poleline Road, 108 Addison Avenue, 1509 Kimberly Road, and 506 Blue Lakes Blvd North.

Time: Consent Calendar

Background: Beer and wine license ownership transfer.

Budget Impact: N/A

Regulatory Impact: City and State Code Compliance

Conclusion: Staff recommends approval of the ownership transfer applications.

Attachments: Alcohol License ownership transfer applications

Ownership
Transfer fees:
Beer: 5⁰⁰
Wine: 5⁰⁰



ALCOHOL LICENSE APPLICATION

BUSINESS NAME Oasis Stop N Go LLC STATE LICENSE # 1514 X
(Please attach a copy of your state license)

DOING BUSINESS AS Oasis Stop 'N Go # 18

BUSINESS ADDRESS 3197 E Kimberly Rd Twin Falls, ID 83301

LEGAL DESCRIPTION OF PLACE OF BUSINESS See Tax Bill Attached. X

Lot _____ Block _____ Subdivision _____

MAILING ADDRESS 1017 So 1150 E Eden ID 83325

CONTACT PERSON Cindy Young PHONE # 208-825-4147

BEER:	<i>Bottled for consumption off the premises only</i>	(\$ 50.00)	(Check) <u>Transfer</u>
	<i>Bottled for consumption on premise</i>	(\$ 150.00)	<u>5⁰⁰</u>
	<i>Bottled & Draught for consumption on premises</i>	(\$200.00)	_____
WINE:	<i>Retail Sales for consumption off premises only</i>	(\$200.00)	<u>5⁰⁰</u>
	<i>Wine by the Drink for consumption on premises only</i>	(\$200.00)	_____
LIQUOR:	<i>Liquor llcense & fees cover wine llcense & fees</i>	(\$562.50)	_____

As provided by the laws of the City of Twin Falls, Idaho for the term ending June 30, 2016 tendered herewith is the license fee of \$ 10⁰⁰. (Ordinance #2708)

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

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

NAME: _____

NAME: _____

NAME: _____

IF A CORPORATION OR ASSOCIATION, NAME ALL OFFICERS:

NAME: See Attached List

TITLE: _____

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

DATE OF INCORPORATION OR ORGANIZATION Jan 1, 2000

PLACE OF INCORPORATION OR ORGANIZATION IDAHO

PRINCIPAL PLACE OF BUSINESS IN IDAHO Oasis Stop 'N Go LLC 1017 S 1150 E
Eden, ID 83225

OWNER OF PREMISES (Please Print) Twin Stop LLC

NAME OF PERSON WHO WILL MANAGE BUSINESS OF SELLING BEER AT RETAIL:
(Please Print) Kari Alfred - Store Mgr.

(IF A PARTNERSHIP, ALL PARTNERS NEED TO SIGN)

SIGNATURE OF APPLICANT [Signature]
NAME (Please Print) Daniel L. Willie

SIGNATURE OF APPLICANT _____
NAME (Please Print) _____

SIGNATURE OF APPLICANT _____
NAME (Please Print) _____

SIGNATURE OF APPLICANT _____
NAME (Please Print) _____

Subscribed and sworn to before me this 1st day of September, 2015.

[Signature]
Notary Public for Idaho
Residing at: Twin Falls
Notary Expiration Date: Jan 20, 2018



9/01/15

TAX MASTER INQUIRY - TWIN FALLS COUNTY

PMPKEY: RP 10S17E136005 A YEAR 2014
TXPKEY: RP10S17E136005A
NAME TWIN STOP KIMBERLY ROAD, LLC

BILLED TO: TWIN STOP KIMBERLY ROAD, LLC
CODE AREA 43-0000 ACCT TYP
BANK FLB OWNER PUP

BILL# 34525

ADDRESS 808 EASTLAND DR
STE A
TWIN FALLS ID 83301

MARKET VALUE 588,118
HARDSHIP
HOMEOWNER
NET MARKET 588,118
TAX AMOUNT 7,791.90
LESS: CIRCUIT
PLUS: SPECIALS 13.18
NET TAX BILLED 7,805.08
TAX PAYMENTS 7,805.08
TAX CANCELLED
SPEC CANCELLED
REMAINING TAX DUE

LEGAL { SEC 13 T 10 R 17
***** SPLIT PENDING 2016 *****
E 10A, EXC SE 803.38' X
185.64' SW SW

3197 KIMBERLY RD 83301

NEXT PARCEL# RP _____ A OR NEXT BILL# RP _____ 2014
F3=EXIT F14=OTHER TAXES F2=PRT SCREEN F5=PAYMNTS F6=TRANSACTIONS F24=MORE
F4=TAX COMMENTS F18=HISTORY NAME/ADDR

Oasis Stop N Go LLC
1017 South 1150 E
Eden, ID 83325

Corporate Officers

Name: Daniel L. Willie Title: Member

Name: Troy Willie Title: Member

Name: Mont Willie Title: Member

Name: Pat Lewis Title: Member

Name: Sonja E. Willie Title: Member

State of Idaho Idaho State Police

Cycle Tracking Number: 81285

Premise Number: 2T-97

Retail Alcohol Beverage License

License Year: 2016

License Number: 1514

This is to certify, that
doing business as:

Oasis Stop N Go LLC

Oasis Stop 'N Go #18

is licensed to sell alcoholic beverages as stated below at:

3197 E Kimberly Rd, Twin Falls, Twin Falls County

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

David F. Wilber

Signature of Licensee, Corporate Officer, LLC Member or Partner

- Liquor No
- Beer Yes \$20.00
- On-premise consumption No
- Kegs to go Yes \$20.00
- Restaurant No
- Wine by the bottle Yes \$20.00
- Wine by the glass No
- Multipurpose arena No
- Growlers Yes \$0.00

TOTAL FEE: \$60.00

OASIS STOP N GO LLC
 OASIS STOP 'N GO #18
 1017 S 1150 E
 EDEN, ID 83325
 Mailing Address

License Valid: 08/12/2015 - 06/30/2016

Expires: 06/30/2016

RT Powell

Director of Idaho State Police



Ownership
Transfer fees:
Beer: 5⁰⁰
Wine: 5⁰⁰



ALCOHOL LICENSE APPLICATION

BUSINESS NAME Oasis Stop N Go LLC STATE LICENSE # 1542 ✓
 (Please attach a copy of your state license)
 DOING BUSINESS AS Oasis Stop 'N Go #19
 BUSINESS ADDRESS 688 Poleline Rd Twin Falls ID 83301 ✓
 LEGAL DESCRIPTION OF PLACE OF BUSINESS See Attached Tax Notices
 Lot _____ Block _____ Subdivision _____
 MAILING ADDRESS 1017 So 1150 E Eden ID 83325
 CONTACT PERSON Cindy Young PHONE # 208-825-4147

BEER:	<i>Bottled for consumption off the premises only</i>	(\$ 50.00)	(Check) <u>✓</u> <u>5⁰⁰</u> <u>Transfer</u>
	<i>Bottled for consumption on premise</i>	(\$ 150.00)	_____
	<i>Bottled & Draught for consumption on premises</i>	(\$200.00)	_____
WINE:	<i>Retail Sales for consumption off premises only</i>	(\$200.00)	<u>✓</u> <u>5⁰⁰</u>
	<i>Wine by the Drink for consumption on premises only</i>	(\$200.00)	_____
LIQUOR:	<i>Liquor license & fees cover wine license & fees</i>	(\$562.50)	_____

As provided by the laws of the City of Twin Falls, Idaho for the term ending June 30, 2016 tendered herewith is the license fee of \$ 10⁰⁰. (Ordinance #2708)

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

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

NAME: _____

NAME: _____

NAME: _____

IF A CORPORATION OR ASSOCIATION, NAME ALL OFFICERS:

NAME: See Attached List

TITLE: _____

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

DATE OF INCORPORATION OR ORGANIZATION Jan 1, 2000

PLACE OF INCORPORATION OR ORGANIZATION IDAHO

PRINCIPAL PLACE OF BUSINESS IN IDAHO 1017 So 1150 E Eden, ID 83325

OWNER OF PREMISES (Please Print) Twin Stop LLC

NAME OF PERSON WHO WILL MANAGE BUSINESS OF SELLING BEER AT RETAIL:
(Please Print) David King Kadlec - Store Mgr

(IF A PARTNERSHIP, ALL PARTNERS NEED TO SIGN)

SIGNATURE OF APPLICANT *Daniel L Willie*
NAME (Please Print) Daniel L Willie

SIGNATURE OF APPLICANT _____
NAME (Please Print) _____

SIGNATURE OF APPLICANT _____
NAME (Please Print) _____

SIGNATURE OF APPLICANT _____
NAME (Please Print) _____

Subscribed and sworn to before me this 1st day of September, 2015.



Cindy Young
Notary Public for Idaho
Residing at: Twin Falls
Notary Expiration Date: Jan 20, 2018

Oasis Stop N Go LLC
1017 South 1150 E
Eden, ID 83325

Corporate Officers

Name: Daniel L. Willie Title: Member

Name: Troy Willie Title: Member

Name: Mont Willie Title: Member

Name: Pat Lewis Title: Member

Name: Sonja E. Willie Title: Member

9/01/15

TAX MASTER INQUIRY - TWIN FALLS COUNTY

PMPKEY: RP T0354003002A A YEAR 2014

BILL# 12708

TXPKEY: RPT0354003002AA

BILLED TO: TWIN STOP POLE LINE ROAD, LLC

NAME TWIN STOP POLE LINE ROAD, LLC

CODE AREA 1-0000

ACCT TYP

BANK

FLB

OWNER

PUP

ADDRESS 808 EASTLAND DR
SUITE A
TWIN FALLS ID 83301

MARKET VALUE

1,780,354

HARDSHIP

HOMEOWNER

NET MARKET

1,780,354

TAX AMOUNT

34,587.98

LEGAL TWIN FALLS BRECKENRIDGE FARMS
PHASE III
LOT 4, EXC N .064A OF HWY;
LOTS 2 & 3 BLOCK 3
(4-10-17 NE)

LESS: CIRCUIT

PLUS: SPECIALS

NET TAX BILLED

34,587.98

TAX PAYMENTS

34,587.98

TAX CANCELLED

SPEC CANCELLED

REMAINING TAX DUE

688 POLE LINE RD 83301

NEXT PARCEL# RP _____ A OR NEXT BILL# RP _____ 2014

F3=EXIT F14=OTHER TAXES F2=PRT SCREEN F5=PAYMNTS F6=TRANSACTIONS F24=MORE
F4=TAX COMMENTS

State of Idaho

Idaho State Police

Cycle Tracking Number: 81287

Premise Number: 2T-150

Retail Alcohol Beverage License

License Year: 2016

License Number: 1542

This is to certify, that **Oasis Stop N Go LLC**
doing business as: **Oasis Stop N Go #19**

is licensed to sell alcoholic beverages as stated below at:
688 Poleline, Twin Falls, Twin Falls County

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

Liquor No

Beer Yes \$20.00

On-premise consumption No

Kegs to go Yes \$20.00

Restaurant No

Wine by the bottle Yes \$20.00

Wine by the glass No

Multipurpose arena No

Growlers Yes \$0.00

TOTAL FEE: \$60.00

Signature of Licensee, Corporate Officer, LLC Member or Partner



OASIS STOP N GO LLC
OASIS STOP N GO #19
1017 S 1150 E
EDEN, ID 83325
Mailing Address

License Valid: 08/12/2015 - 06/30/2016

Expires: **06/30/2016**



Director of Idaho State Police



Ownership
Transfer fees;
Beer: 5⁰⁰
Wine: 5⁰⁰



ALCOHOL LICENSE APPLICATION

BUSINESS NAME Oasis Stop N Go LLC STATE LICENSE # 4644
 (Please attach a copy of your state license)
 DOING BUSINESS AS Oasis Stop 'N Go # 20
 BUSINESS ADDRESS 108 Addison Ave Twin Falls, ID 83301
 LEGAL DESCRIPTION OF PLACE OF BUSINESS See Attached Tax Notice
 Lot _____ Block _____ Subdivision _____
 MAILING ADDRESS 1017 So 1150 E Eden ID 83325
 CONTACT PERSON Cindy Young PHONE # 208-825-4147

BEER:	<i>Bottled for consumption off the premises only</i>	(\$ 50.00)	(Check) <u>Transfer</u>
	<i>Bottled for consumption on premise</i>	(\$ 150.00)	<u>✓ 5⁰⁰</u>
	<i>Bottled & Draught for consumption on premises</i>	(\$200.00)	_____
WINE:	<i>Retail Sales for consumption off premises only</i>	(\$200.00)	<u>✓ 5⁰⁰</u>
	<i>Wine by the Drink for consumption on premises only</i>	(\$200.00)	_____
LIQUOR:	<i>Liquor license & fees cover wine license & fees</i>	(\$562.50)	_____

As provided by the laws of the City of Twin Falls, Idaho for the term ending June 30, 2016 tendered herewith is the license fee of \$ 10⁰⁰. (Ordinance #2708)

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

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

NAME: _____

NAME: _____

NAME: _____

IF A CORPORATION OR ASSOCIATION, NAME ALL OFFICERS:

NAME: See Attached List

TITLE: _____

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

DATE OF INCORPORATION OR ORGANIZATION Jan 1, 2000

PLACE OF INCORPORATION OR ORGANIZATION IDAHO

PRINCIPAL PLACE OF BUSINESS IN IDAHO OASIS STOP 'N GO LLC
1017 S. 1150 E.
EDEN, ID 83325

OWNER OF PREMISES (Please Print) Twin Stop LLC

NAME OF PERSON WHO WILL MANAGE BUSINESS OF SELLING BEER AT RETAIL:
(Please Print) Meichelle Koepnick Store mgr

(IF A PARTNERSHIP, ALL PARTNERS NEED TO SIGN)

SIGNATURE OF APPLICANT [Signature]
NAME (Please Print) Daniel L Willie

SIGNATURE OF APPLICANT _____
NAME (Please Print) _____

SIGNATURE OF APPLICANT _____
NAME (Please Print) _____

SIGNATURE OF APPLICANT _____
NAME (Please Print) _____

Subscribed and sworn to before me this 1st day of September, 2015.

Cindy Young

Notary Public for Idaho
Residing at: Twin Falls
Notary Expiration Date: Jan 20, 2018



9/01/15

TAX MASTER INQUIRY - TWIN FALLS COUNTY

PMPKEY: RP T1401000033F A YEAR 2014

BILL# 15241

TXPKEY: RPT1401000033FA
NAME TWIN STOP ADDISON AVENUE
WEST, LLC

BILLED TO: TWIN STOP ADDISON AVENUE
CODE AREA 1-0000 ACCT TYP
BANK FLB OWNER PUP

ADDRESS 808 EASTLAND DR
SUITE A
TWIN FALLS ID 83301

MARKET VALUE 1,089,851

HARDSHIP
HOMEOWNER
NET MARKET

1,089,851

LEGAL TWIN FALLS DELONG ADDN
LOT 33, EXC HWY
(8-10-17 SE)

TAX AMOUNT 21,173.16

LESS: CIRCUIT
PLUS: SPECIALS
NET TAX BILLED

21,173.16

TAX PAYMENTS 21,173.16

TAX CANCELLED

SPEC CANCELLED

REMAINING TAX DUE

108 ADDISON AVE W 83301

NEXT PARCEL# RP _____ A OR NEXT BILL# RP _____ 2014
F3=EXIT F14=OTHER TAXES F2=PRT SCREEN F5=PAYMNTS F6=TRANSACTIONS F24=MORE
F4=TAX COMMENTS

Oasis Stop N Go LLC
1017 South 1150 E
Eden, ID 83325

Corporate Officers

Name: Daniel L. Willie Title: Member

Name: Troy Willie Title: Member

Name: Mont Willie Title: Member

Name: Pat Lewis Title: Member

Name: Sonja E. Willie Title: Member

State of Idaho Idaho State Police

Cycle Tracking Number: 81289

Premise Number: 2T-57

Retail Alcohol Beverage License

License Year: 2016

License Number: 4644

This is to certify, that
doing business as: Oasis Stop N Go LLC

is licensed to sell alcoholic beverages as stated below at:
108 Addison Ave W, Twin Falls, Twin Falls County

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

Signature of Licensee, Corporate Officer, LLC Member or Partner

- Liquor No
- Beer Yes \$20.00
- On-premise consumption No
- Kegs to go No
- Restaurant No
- Wine by the bottle Yes \$20.00
- Wine by the glass No
- Multipurpose arena No
- Growlers No

TOTAL FEE: \$40.00

OASIS STOP N GO LLC
 OASIS STOP N GO #20
 1017 S 1150 E
 EDEN, ID 83325
 Mailing Address

License Valid: 08/12/2015 - 06/30/2016

Expires: 06/30/2016

Director of Idaho State Police



Ownership
Transfer fees:
Beer: 5⁰⁰
Wine: 5⁰⁰



ALCOHOL LICENSE APPLICATION

BUSINESS NAME Oasis Stop N Go LLC STATE LICENSE # 2925
(Please attach a copy of your state license)
 DOING BUSINESS AS Oasis Stop 'N Go # 26
 BUSINESS ADDRESS 1509 Kimberly Rd Twin Falls ID 83301
 LEGAL DESCRIPTION OF PLACE OF BUSINESS see attached tax notice
 Lot _____ Block _____ Subdivision _____
 MAILING ADDRESS 1017 So 1150 E Eden ID 83325
 CONTACT PERSON Cindy Young PHONE # 208-825-4147

BEER:	<i>Bottled for consumption off the premises only</i>	(\$ 50.00)	(Check) <input checked="" type="checkbox"/> <u>Transfer</u>
	<i>Bottled for consumption on premise</i>	(\$ 150.00)	<input type="checkbox"/> <u>5⁰⁰</u>
	<i>Bottled & Draught for consumption on premises</i>	(\$200.00)	<input type="checkbox"/>
WINE:	<i>Retail Sales for consumption off premises only</i>	(\$200.00)	<input checked="" type="checkbox"/> <u>5⁰⁰</u>
	<i>Wine by the Drink for consumption on premises only</i>	(\$200.00)	<input type="checkbox"/>
LIQUOR:	<i>Liquor license & fees cover wine license & fees</i>	(\$562.50)	<input type="checkbox"/>

As provided by the laws of the City of Twin Falls, Idaho for the term ending June 30, 20 16 tendered herewith is the license fee of \$ 10⁰⁰. (Ordinance #2708)

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

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

NAME: _____

NAME: _____

NAME: _____

IF A CORPORATION OR ASSOCIATION, NAME ALL OFFICERS:

NAME: see Attached list

TITLE: _____

NAME: _____

TITLE: _____



NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

DATE OF INCORPORATION OR ORGANIZATION Jan 1, 2000

PLACE OF INCORPORATION OR ORGANIZATION IDAHO

PRINCIPAL PLACE OF BUSINESS IN IDAHO OASIS STOP 'N GO LLC
1017 S. 1150 E.
EDEN, ID 83325

OWNER OF PREMISES (Please Print) Twin Stop LLC

NAME OF PERSON WHO WILL MANAGE BUSINESS OF SELLING BEER AT RETAIL:
(Please Print) Colleen Roach - Store Mgr

(IF A PARTNERSHIP, ALL PARTNERS NEED TO SIGN)

SIGNATURE OF APPLICANT [Signature]
NAME (Please Print) Daniel L. Willie

SIGNATURE OF APPLICANT _____
NAME (Please Print) _____

SIGNATURE OF APPLICANT _____
NAME (Please Print) _____

SIGNATURE OF APPLICANT _____
NAME (Please Print) _____

Subscribed and sworn to before me this 1st day of September, 2015.



[Signature]
Notary Public for Idaho
Residing at: Twin Falls
Notary Expiration Date: Jan 20, 2018

9/01/15

TAX MASTER INQUIRY - TWIN FALLS COUNTY

PMPKEY: RP T00107156610 A YEAR 2014

BILL# 11040

TXPKEY: RPT00107156610A

BILLED TO: TWIN STOP LOCUST, LLC

NAME TWIN STOP LOCUST, LLC

CODE AREA 1-0000

ACCT TYP

BANK

FLB

OWNER

PUP

ADDRESS 808 EASTLAND DR
SUITE A
TWIN FALLS ID 83301

MARKET VALUE 233,635

HARDSHIP

HOMEOWNER

NET MARKET

233,635

TAX AMOUNT

4,538.90

LEGAL TWIN FALLS ACRES INSIDE
TRACT #1..SW 110' X 150' W1/2
SW SE SW, EXC W 5'
(15-10-17)

LESS: CIRCUIT

PLUS: SPECIALS

NET TAX BILLED

4,538.90

TAX PAYMENTS

4,538.90

TAX CANCELLED

SPEC CANCELLED

REMAINING TAX DUE

1509 KIMBERLY RD 83301

NEXT PARCEL# RP A OR NEXT BILL# RP 2014
F3=EXIT F14=OTHER TAXES F2=PRT SCREEN F5=PAYMNTS F6=TRANSACTIONS F24=MORE
F4=TAX COMMENTS

Oasis Stop N Go LLC

1017 South 1150 E

Eden, ID 83325

Corporate Officers

Name: Daniel L. Willie

Title: Member

Name: Troy Willie

Title: Member

Name: Mont Willie

Title: Member

Name: Pat Lewis

Title: Member

Name: Sonja E. Willie

Title: Member

State of Idaho

Idaho State Police

Cycle Tracking Number: 81307

Premise Number: 2T-93

Retail Alcohol Beverage License

License Year: 2016

License Number: 2925

This is to certify, that **Oasis Stop N Go LLC** doing business as: **Oasis Stop N Go #26**

is licensed to sell alcoholic beverages as stated below at: **1509 Kimberly Rd, Twin Falls, Twin Falls County**

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

Signature of Licensee, Corporate Officer, LLC Member or Partner



- Liquor No
- Beer Yes \$20.00
- On-premise consumption No
- Kege to go No
- Restaurant No
- Wine by the bottle Yes \$20.00
- Wine by the glass No
- Multipurpose arena No
- Growlers No

TOTAL FEE: \$40.00

OASIS STOP N GO LLC
 OASIS STOP N GO #26
 1017 S 1150 E
 EDEN, ID 83325
 Mailing Address

License Valid: 08/12/2015 - 06/30/2016

Expires: **06/30/2016**



Director of Idaho State Police





BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:)	
)	
<u>Final Plat Application,</u>)	FINDINGS OF FACT,
)	
<u>Broadmoor Estates Subdivision</u>)	
<u>c/o EHM Engineers, Inc.</u>)	CONCLUSIONS OF LAW,
Applicant(s).)	
)	AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on August 24, 2015 for consideration of the final plat of the Broadmoor Estates Subdivision, approximately 78.81 (+/-) acres consisting of 249 residential lots and 5 tracts located at the northeast corner of Grandview Drive North and Falls Avenue West, and the City Council having heard testimony from interested parties, having received written Findings from the Planning and Zoning Commission and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has requested approval of the final plat of the Broadmoor Estates Subdivision, approximately 78.81 (+/-) acres consisting of 249 residential lots and 5 tracts located at the northeast corner of Grandview Drive North and Falls Avenue West.
2. The property in question is zoned R-2 pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Neighborhood Center/Medium Density Residential in the duly adopted Comprehensive Plan of the City of Twin Falls.
3. The existing neighboring land uses in the immediate area of this property are: to the north, North College Road West/Residential; to the south, Falls Avenue West/Residential; to the east, Wendell Street/Residential; to the west, Grandview Drive North/Residential.

4. The City Engineering Office has reviewed the final plat and has approved the proposed street accesses and public utility extensions, subject to availability of such services at the time of development. The developer will pay all costs of public improvements, including but not limited to streets, curb gutter and sidewalks, sewer, water and pressurized irrigation systems. The proposed development includes dedication of additional right-of-way in compliance with the Master Street Plan.

Based on the foregoing Findings of Fact and the regulations and standards set forth below, the City Council hereby makes the following

CONCLUSIONS OF LAW

1. The final plat of the Broadmoor Estates Subdivision, approximately 78.81 (+/-) acres consisting of 249 residential lots and 5 tracts located at the northeast corner of Grandview Drive North and Falls Avenue West is in conformance with the objectives of the zoning ordinance and the policy for developments in Twin Falls City Code §10-1-4. Specifically, the land can be used safely for building purposes without danger to health or peril from fire, flood or other menace, proper provision has been made for drainage, water sewerage and capital improvements including schools, parks, recreation facilities, transportation facilities and improvements, all existing and proposed public improvements conform to the Comprehensive Plan.

2. The final plat is in conformance with the Comprehensive Plan as required by Twin Falls City Code §10-12-2.3(H)(2)(a).

3. Public services are currently available to accommodate the proposed development, as required by Twin Falls City Code §10-12-2.3(H) (2) (b). Public services may not be available at the time of development, depending upon the speed of development of this and other subdivisions and the ability of the City to obtain additional water and/or sewer capacity.

4. The development of streets, sewer, water, irrigation, dedication of park land and other public improvements at the cost of the developer will not adversely affect any capital improvement plan and will integrate with existing public facilities, as required by Twin Falls City Code §10-12-2.3(H)(2)(c).

5. There is sufficient public financial capability of supporting services for the proposed development, as required by Twin Falls City Code §10-12-2.3(H)(2)(d).

6. There are no other health, safety or environmental problems associated with the proposed development that were brought to the City Council's attention, per Twin Falls City Code §10-12- 2.3(H)(2)(e).

7. The final plat is in conformance with the Preliminary Plat. Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

The request for approval of the final plat of the Broadmoor Estates Subdivision, approximately 78.81 (+/-) acres consisting of 249 residential lots and 5 tracts located at the northeast corner of Grandview Drive North and Falls Avenue West is hereby granted, subject to final technical review by the City Engineer's Office and subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"EXHIBIT NO. A"

1. Subject to final technical review by the City Engineering Department and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to arterial and collector streets adjacent and within the property being rebuilt or built to current City standards upon development of the property.
3. Subject to completion and review of a traffic impact study prior to construction plan approval.



Date: Tuesday, September 8, 2015
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to approve a trust agreement for **Broadmoor Subdivision**, placing all lots into trust.

Background:

The Broadmoor Subdivision is located at the northeast corner of Falls Avenue W and Grandview Drive N. The final plat was approved on August 24, 2015 by the Council. The owners of the property wish to record the final plat at this time before development has been completed.

Budget Impact:

None

Conclusion:

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

Attachments:

1. Trust Agreement with Phase Control Notice
2. Location Map/Plat
3. Final Plat

TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this 21st day of August, 2015, by and between Rusmor LLC, an Idaho Limited Liability Company, (hereinafter "Trustor"); **TITLEFACT, INC.**, (hereinafter "Trustee"); and the **CITY OF TWIN FALLS, IDAHO** (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

WITNESSETH:

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

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

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

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

See Attached Exhibit "A"

2. The Trustor and the Trustee agree that the Trustee shall hold said title to the Property in trust, solely for the benefit of the Beneficiary under the terms hereof, and that title to the Property shall be and remain good and marketable and free from any defects, liens, conditions or encumbrances of any kind or nature, other than those appearing of record in the office of the Twin Falls County Recorder, and conditions of the Phase Control Development Notice for lots in Broadmoor Subdivision, a copy of which is attached hereto as Exhibit "B," or those which are placed on the Property with the prior written consent of the Trustee. The Trustee shall not convey, transfer or encumber all or any interest in the Property, save and except to the extent as directed by the Trustor by written instrument delivered to the Trustee.
3. It is understood and agreed that the purpose of this Agreement is to provide Trustor with a convenient means of, subdividing, developing and selling the Property. It shall be the entire responsibility of the Trustor, its successors and assigns, to effect such developing, subdividing and selling of the Property and to provide whatever subdivision plat it may desire and to pay all costs and expenses of said developing, subdividing and selling, and Trustee shall have no liability for any costs or expenses therefor or for any claim, damage, loss or liability sustained to the Property or Trustor or to any other person or persons in connection with said matter, save and except to the extent caused by Trustee's failure or refusal to comply with the terms and conditions of this Agreement.
4. The parties acknowledge and agree the Phase Control Development Notice for lots in Broadmoor Subdivision, a copy of which is attached hereto as Exhibit "B," is intended to prohibit the conveyance of any undeveloped lot in, part or portion of, Broadmoor Subdivision, and the Trustee is to hold the deed to all undeveloped lots in, and parts and portions of, Broadmoor Subdivision in Escrow until the lots in, and parts and portions of, Broadmoor Subdivision are covered by a recorded Improvement Agreement for Developments. The parties further

acknowledge and agree Trustor intends to sell, transfer and convey an undeveloped part and portion of Broadmoor Subdivision to another person or entity, and said person or entity intends to undertake development of such undeveloped part and portion of Broadmoor Subdivision.

To accommodate Trustor's intention to sell, transfer and convey an undeveloped part and portion of Broadmoor Subdivision to another person or entity, the parties agree Trustee shall, notwithstanding this Agreement and the attached Phase Control Development Notice for lots in Broadmoor Subdivision, effectuate the conveyance of such undeveloped part and portion of Broadmoor Subdivision to another person or entity, provided and subject to: (a) such person or entity acquiring the undeveloped part and portion of Broadmoor Subdivision entering into a Trust Agreement by and between such person or entity, and the Trustee and the Beneficiary: (i) to subject the undeveloped part and portion of Broadmoor Subdivision to said Trust Agreement, and (ii) to prohibit the conveyance of any undeveloped lot of such part and portion of Broadmoor Subdivision until such time as an Improvement Agreement for Developments between the City of Twin Falls and such person or entity is recorded designating the lots and blocks in each phase which are approved for conveyance; and (b) an amendment of this Agreement, by and between Trustor, Trustee and Beneficiary removing and eliminating such part and portion of Broadmoor Subdivision from being subject to this Agreement, with the retained portion of Broadmoor Subdivision remaining subject to this Agreement.

The parties further agree nothing herein shall preclude development of Broadmoor Subdivision in phases, which phases may be developed simultaneously. Each phase shall be developed in accordance with an Improvement Agreement for Developments between the City of Twin Falls and the developer / owner of such phase of Broadmoor Subdivision to be developed that designates the lots and blocks in each phase to be approved for conveyance.

5. The Trustor may, as it desires from time to time, sell all or any portion of the Property in its sole and complete discretion. The Trustee agrees that, when it is so instructed in writing by Trustor, Trustee shall execute and deliver to the person or persons designated by Trustor, a fiduciary deed conveying good and marketable title to the Property or any part thereof as designated, and at said time the Trustor agrees to pay to Trustee any reasonable costs and expenses incurred by the Trustee hereunder and to pay the normal and customary fee for the cost of an owner's title insurance policy to be issued by *TITLEFACT, INC.*
6. It is agreed that Trustee shall not be liable or responsible for the condition of title to the Property, except as may be provided in any title insurance policy issued by the Trustee, and Trustee shall have no liability concerning possession or survey or any taxes, costs or expenses in connection with the Property, other than as herein provided.
7. It is agreed that the term of this Agreement shall expire when all of the above described Lots have been conveyed by the Trustee pursuant to Trustor's written instructions.
8. It is agreed that this Trust Agreement may not be revoked or amended without the prior written approval of the Beneficiary. If Trustee is presented with written notice of Termination by both Trustor and Beneficiary, and Trustee receives Trustor's payment of all reasonable out-of-pocket costs and expenses incurred by Trustee in connection with this Agreement, if any, the Trustee shall immediately reconvey to Trustor the remaining part of the Property; and thereafter no party hereto shall have any further liability to the others in connection with the Property or under the terms of this Agreement.

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

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

Date: August 27, 2015

TRUSTOR:

Rusmor, LLC, an Idaho Limited Liability Company

By: Joe Russell
Joe Russell, Managing Member

Wemgary LP

By: William E. Morris
William E. Morris, Managing Member

Date: _____

TRUSTEE:

TITLEFACT, INC.

By: Richard B. Stivers
Richard B. Stivers, President

Date: _____

BENEFICIARY:

CITY OF TWIN FALLS, IDAHO

By: _____

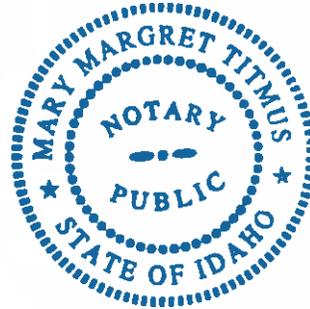
* * * * *

STATE OF IDAHO
County of Twin Falls Ada

On this 27 day of August, 2015, before me, a Notary Public in and for said State, personally appeared Joe Russell, known or identified to me to be managing member of the limited liability company of **Rusmor, LLC**, and the managing member who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same in said limited liability company name.

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

Mary Margaret Titmus
Notary Public for Idaho
Residing in Boise, ID
Commission expires Nov. 3, 2018



STATE OF IDAHO
County of Ada

On this 27 day of August, 2015, before me, a Notary Public in and for said State, personally appeared **William E. Morris**, known or identified to me to be managing member of the limited liability company of **Rusmor, LLC**, and the managing member who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same for Wemgary LP, the managing member of Rusmor, LLC.

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

Mary Margaret Titmus
Notary Public for Idaho
Residing in Boise, ID
Commission Expires Nov. 3, 2018



STATE OF IDAHO
County of Twin Falls

On this 28th day of August, 2015, before me, the undersigned, Notary Public in and for said State, personally appeared **RICHARD B. STIVERS**, known or identified to me to be the President of the said corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Nancy Tellez
Notary Public for Idaho
Residing at: Jerome
My Commission expires: 12/01/2017



STATE OF IDAHO
County of Twin Falls

On this _____ day of August, 2015, before me, the undersigned, Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ for the City of Twin Falls, Idaho, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same on behalf of the City of Twin Falls, Idaho.

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

Notary Public for Idaho
Residing at:
My Commission expires:

"EXHIBIT B"

PHASE CONTROL DEVELOPMENT NOTICE

THIS NOTICE prohibits the conveyance of any undeveloped lot in Broadmoor Subdivision until such time as an Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

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

The real property subject to this notice is Broadmoor Subdivision as platted in the records of Twin Falls County, Idaho.

Dated this 21 day of August, 2015.

Rusmor LLC, Developer

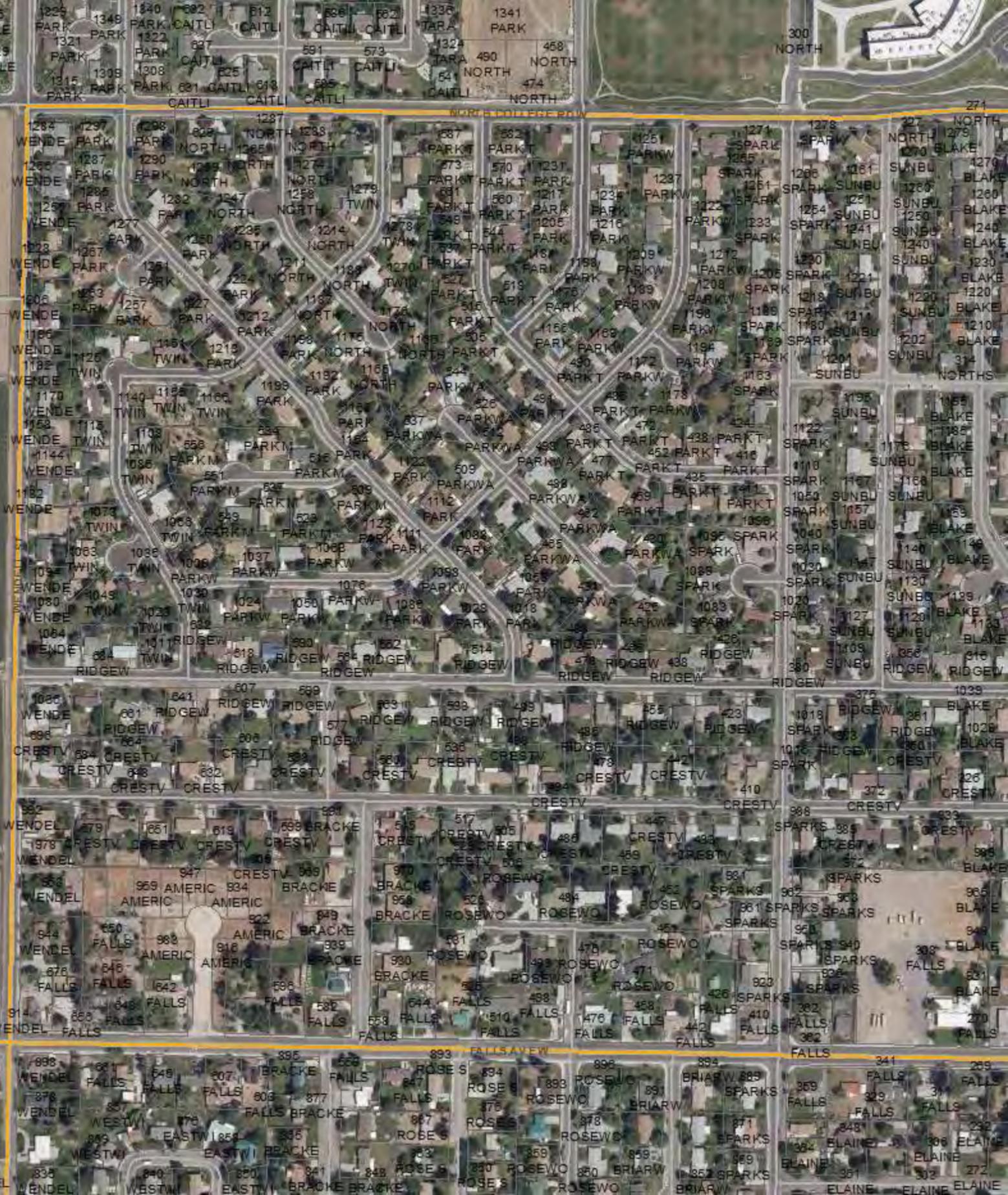
BY: Joe Russell
Joe Russell, Managing Member

Wemgary LP

BY: William E. Morris
William E. Morris, Managing Member

TITLEFACT, INC.

BY: Richard B. Stivers
Richard B. Stivers, President



BROADMOOR SUBDIVISION

A SUBDIVISION OF
 Lots 61 Thru 65, Lot 40 and A Portion of Lots 41 and 42 of
 "ORCHALARA SUBDIVISION"
 LOCATED IN A PORTION OF
 SW 1/4 OF SECTION 5 &
 NW 1/4 OF SECTION 8
 TOWNSHIP 10 SOUTH,
 RANGE 17 EAST, B.M.,
 TWIN FALLS COUNTY, IDAHO
 2015



Legend

- SUBDIVISION BOUNDARY LINE
- SECTION LINE
- EASEMENT LINE
- ADJACENT PROPERTY LINE
- CENTERLINE OF STREET
- LOT LINE
- CALCULATED POINT (NOT SET)
- FOUND BRASS CAP
- FOUND 5/8" REBAR, LS 8077
- SET 5/8" x 24" REBAR & CAP - LS 10110
- TO BE SET 1/2" x 24"
- REBAR & CAP - LS 10110
- TO BE SET 5/8" x 24"
- REBAR & CAP - LS 10110



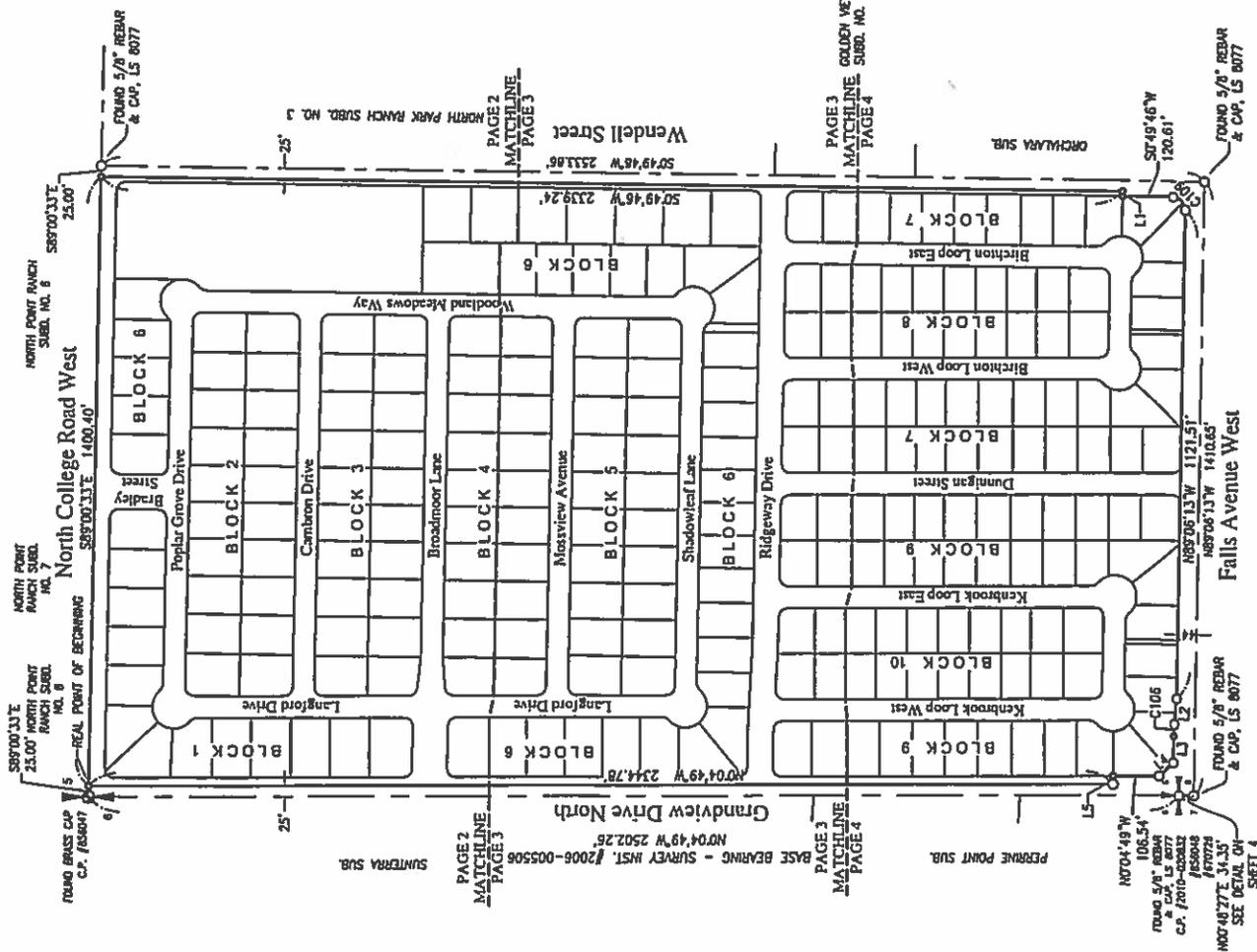
Notes:

- A 15 FOOT WIDE UTILITY EASEMENT EXISTS ADJACENT TO ALL FRONT LOT LINES AND ADJACENT TO STREET FRONTS.
- ALL TRAFFIC ACCESS ON LOTS ADJACENT TO COLLECTOR OR ARTERIAL ROADS WILL BE PROVIDED FROM INTERIOR RESIDENTIAL STREETS EXCEPT FOR COMBINED ACCESS ON LOTS 6, 7, 9, 11, 13 AND 16 OF BLOCK 6.
- WHERE DESIGNATED WITH THE NOTATION OF "DA", COMBINED ACCESS DRIVEWAYS (WITH FRONT YARD TURNAROUNDS) ARE REQUIRED FOR ZERO LOT LINE LOTS ON WENDELL STREET AND ROSEMARY DRIVE.

Health Certificate

Sanitary restrictions as required by Idaho Code Title 59, Chapter 13, have been satisfied based on the State of Idaho, Department of Environmental Quality (DEQ) permit conditions and specifications and the conditions imposed on the developer for combined access of sanitary restrictions. Water is captured at the time of the construction of the building and is stored in appropriate building permits for drinking water or sewer facilities. Since appropriate building permits for drinking water or sewer facilities have been constructed or if the developer is simultaneously constructing these facilities, if the developer fails to construct facilities or meet other conditions of deed, then sanitary restrictions may be re-imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

Sheet Number	Sheet Title
1 OF 7	PLAT FACE
2 OF 7	PLAT SHEET 2
3 OF 7	PLAT SHEET 3
4 OF 7	PLAT SHEET 4
5 OF 7	LINE & CURVE TABLES
6 OF 7	ACKNOWLEDGMENTS
7 OF 7	CERTIFICATE OF OWNERS



Monument Certification

THE BEARING MONUMENTS ON THIS PLAT SHOWN AS "TO BE SET" WILL BE SET IN ACCORDANCE WITH SECTION 50-1331, IDAHO CODE, ON OR BEFORE THE DATE OF THE RECORDING OF THE FINAL PLAT OR AS DETERMINED BY THE CITY OF TWIN FALLS.

Tracts Owned & Maintained By:

- TRACT A - CITY OF TWIN FALLS
- TRACT B - HOMEOWNERS ASSOCIATION
- TRACT C - CITY OF TWIN FALLS
- TRACT D - CITY OF TWIN FALLS
- TRACT E - CITY OF TWIN FALLS



EHM Engineers, Inc.





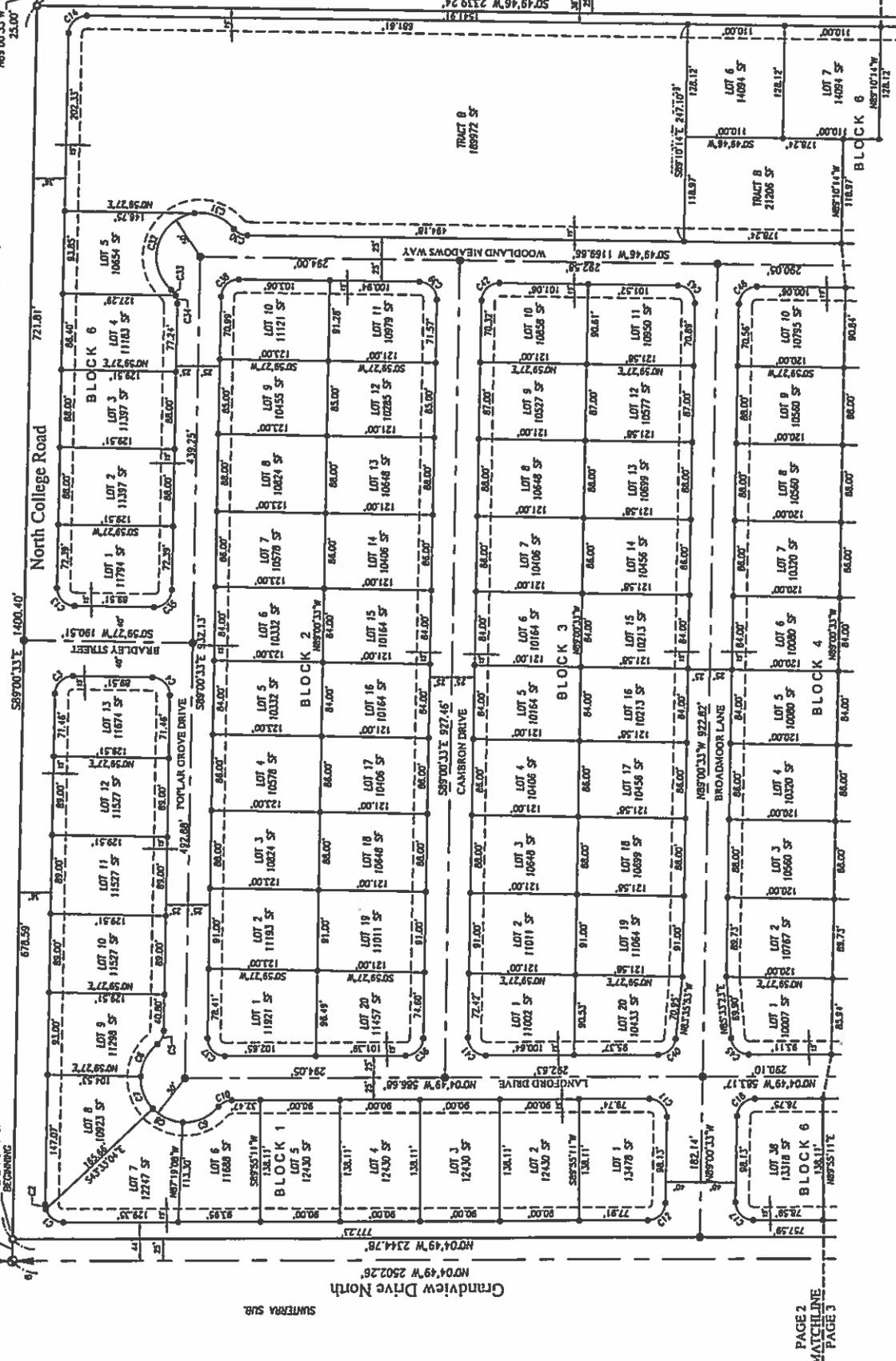
FOUND 5/8" REBAR & CAP. LS 8077

NORTH POINT RANCH SUBD. HL. 6

NORTH POINT RANCH SUBD. HL. 7

NORTH POINT RANCH SUBD. HL. 8

FOUND REBAR CAP L.S. 858677



Wendell Street
50°49'46"W 2339.24'
50°49'46"W 2332.86'

TRACT B
169972 SF

WOODLAND MEADOWS WAY
50°49'46"W 1169.65'
282.50'

CAMERON DRIVE
58°00'33"E 927.46'

LANDFORD DRIVE
N00°49'W 2502.26'

PAGE 2
MATCHLINE
PAGE 3

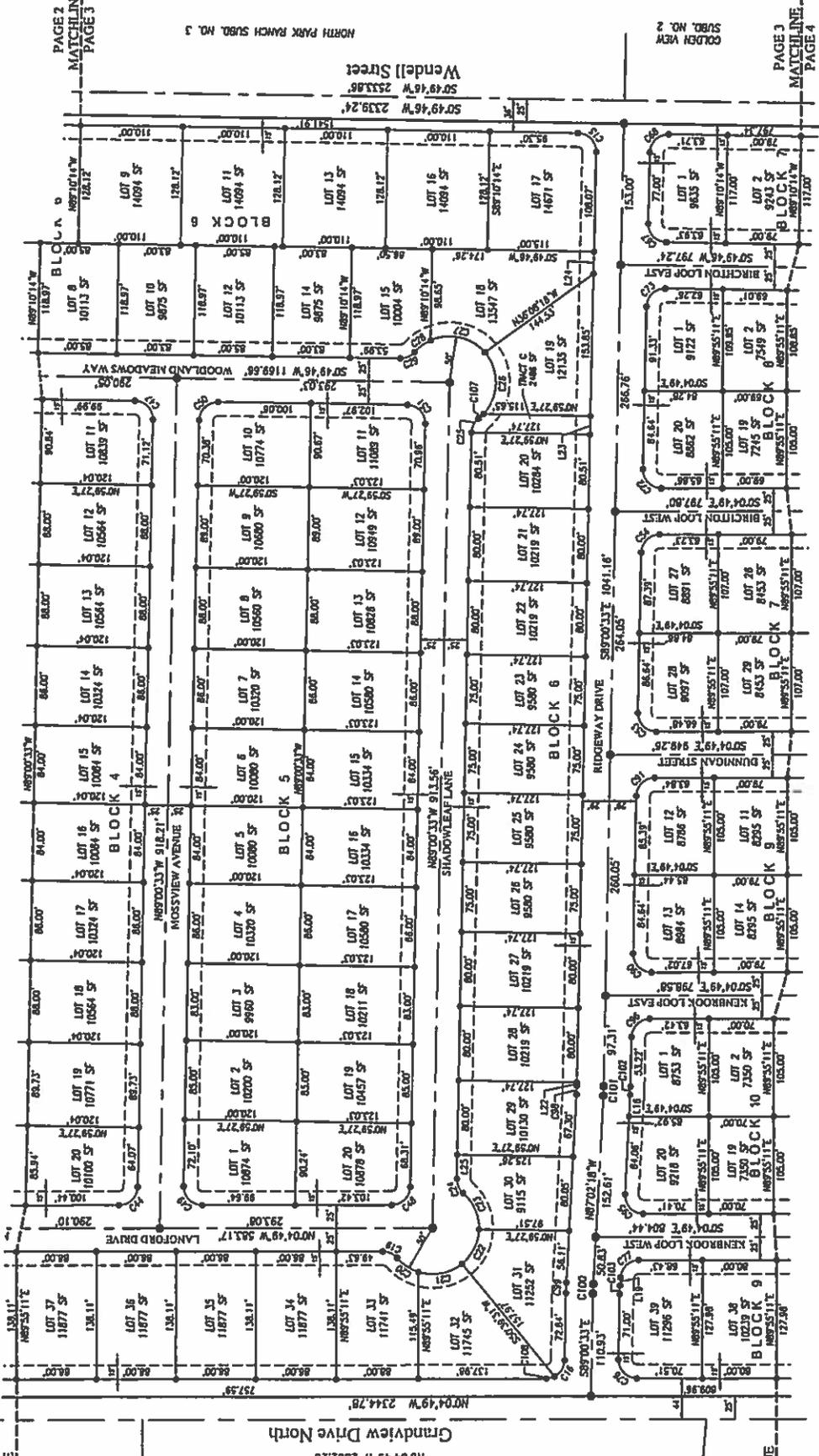
PAGE 2
MATCHLINE
PAGE 3



EHM Engineers, Inc.



PAGE 2
MATCHLINE
PAGE 3



PAGE 2
MATCHLINE
PAGE 3

NORTH PARK RANCH SUBD. NO. 3

Wendell Street
S049°46'W 2533.86'
S049°46'W 2339.24'

GOLDEN VIEW
SUBD. NO. 2

PAGE 3
MATCHLINE
PAGE 4

PAGE 3
MATCHLINE
PAGE 4

SUNTERA SUB.
BASE BEARING - SURVEY INST. #2006-005506
N00°49'W 2502.25'
FERRINE POINT SUB.
S80°00'33"E 1091.16'

Grandview Drive North
N00°49'W 2344.78'

PAGE 3
MATCHLINE
PAGE 4

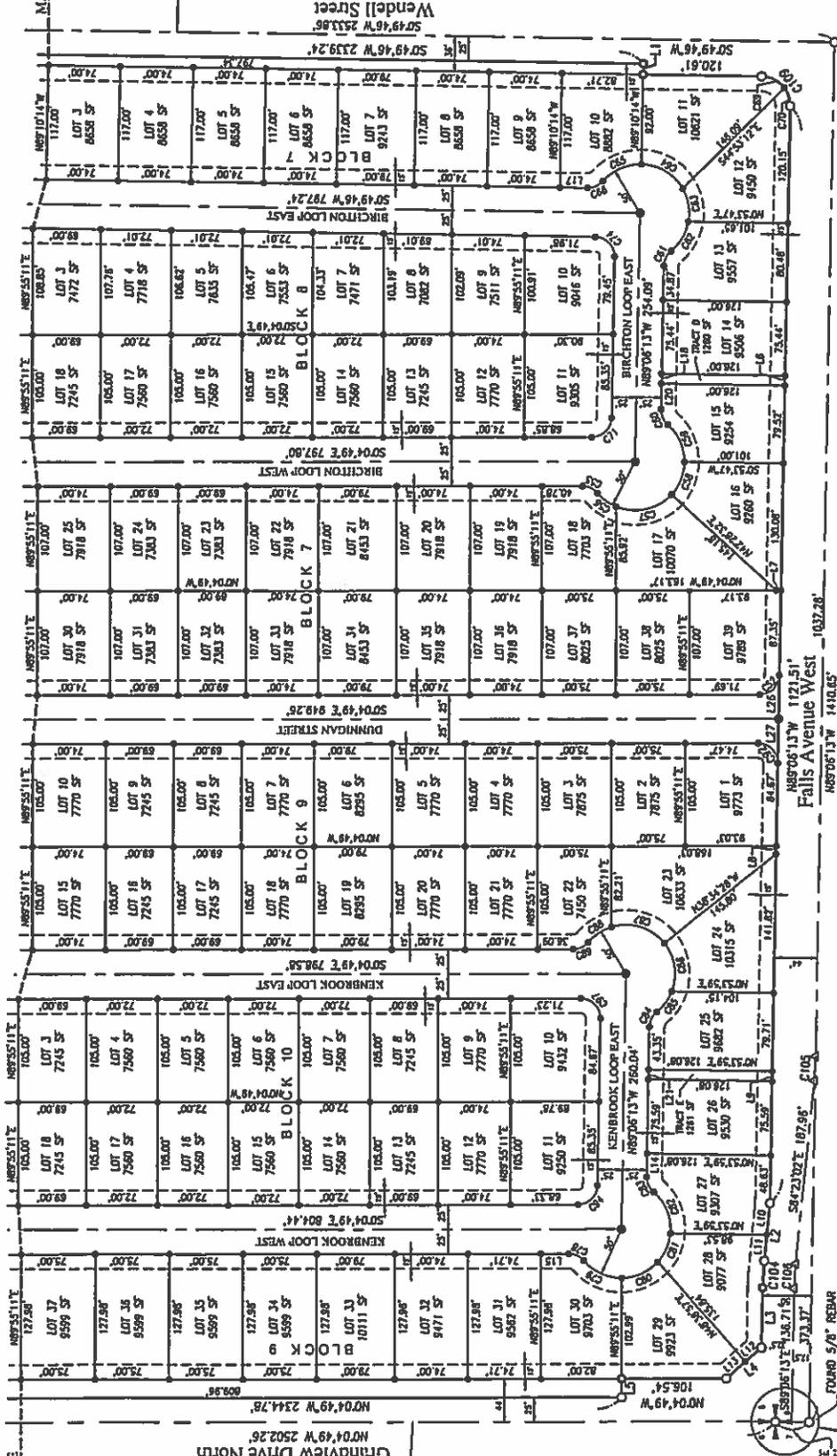


EHM Engineers, Inc.



PAGE 3
MATCHLINE
PAGE 4

PAGE 3
MATCHLINE
PAGE 4
SUBD. NO. 2
GOLDEN VIEW



FOUND 5/8" REBAR
& CAP. IS 8077

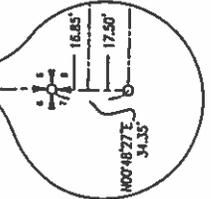
QUALITY HEIGHTS SUB.

Falls Avenue West

Grandview Drive North

PERMITE POINT SUB.

FOUND 5/8" REBAR
& CAP. IS 8077
FOUND 5/8" REBAR
& CAP. IS 8077



EHM Engineers, Inc.

CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT I, CHRISTOPHER S. HARRISON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, MADE THE SURVEY OF THE LAND DESCRIBED IN THE CERTIFICATE OF OWNER AND THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY AS MADE AND STAKED UNDER MY SUPERVISION AND DIRECTION.

APPROVAL OF CITY COUNCIL

THIS PLAT WAS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF TWIN FALLS, IDAHO AT THEIR MEETING ON _____ DAY OF _____, 2015.

MAYOR _____ CITY CLERK _____

APPROVAL OF CITY ENGINEER

I HAVE REVIEWED THE ACCOMPANYING PLAT AND HEREBY CERTIFY THAT IT CONFORMS WITH THE APPLICABLE ORDINANCES OF THE CITY OF TWIN FALLS, IDAHO.

JACQUELINE FIELDS CITY ENGINEER _____ ATTEST _____

COUNTY SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I, RICHARD H. CARLSON, HAS CHECKED THE FOREGOING PLAT AND COMPUTATIONS FOR MAKING THE SAME AND HAS DETERMINED THAT THEY COMPLY WITH THE LAWS OF THE STATE OF IDAHO AND THE COUNTY OF TWIN FALLS RELATED THERETO, DATED THIS _____ DAY OF _____, 2015.

ACTING COUNTY SURVEYOR _____

ACKNOWLEDGMENT

STATE OF _____ COUNTY OF _____ } #1

ON THIS _____ DAY OF _____, 2015, AT _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED RICHARD H. CARLSON, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC _____

RESIDING AT _____

COMMISSION EXPIRES _____

COUNTY TREASURER'S CERTIFICATE

I, _____ COUNTY TREASURER IN AND FOR THE COUNTY OF TWIN FALLS, IDAHO PER THE REQUIREMENTS OF IDAHO CODE 50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY DAYS ONLY.

COUNTY TREASURER _____ DATE _____

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO. _____ STATE OF IDAHO } #1 COUNTY OF TWIN FALLS } #2 ON THIS _____ DAY OF _____, 2015, AT _____, I, _____, THE FOREGOING PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF TWIN FALLS COUNTY, IDAHO AND DULY RECORDED IN PLAT BOOK _____, ON PAGE _____.

DEPUTY _____ EX-OFFICIO RECORDER _____



CERTIFICATE

OF

OWNERS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OR REPRESENTATIVE OF THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED PROPERTY...

- COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 5, SAID POINT LIES NORTH 00°04'49" WEST 2502.26 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 5;
THENCE, SOUTH 89°00'33" EAST 25.00 ALONG THE NORTH BOUNDARY OF SAID SW 1/4 OF SECTION 5 AND TO THE REAL POINT OF BEGINNING;
THENCE, SOUTH 89°00'33" EAST 1400.40 FEET ALONG THE NORTH BOUNDARY OF SAID SW 1/4 OF SECTION 5;

IT IS THE INTENTION OF THE UNDERSIGNED TO, AND THEY DO HEREBY INCLUDE SAID LAND IN THIS PLAT, THAT THE UNDERSIGNED BY THESE PRESENTS DEDICATE TO THE PUBLIC FOR PUBLIC USE FOREVER THE STREET RIGHT OF WAY AS SHOWN ON THIS PLAT...

PURSUANT TO IDAHO CODE 50-1334, I, THE UNDERSIGNED, AS OWNER, DO HEREBY STATE THAT THE LOTS ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF TWIN FALLS MUNICIPAL WATER SYSTEM.

RUSNOR LLC
BY: JOE RUSSELL, MANAGING MEMBER
BY: WENDGARY LP, WILLIAM E. MORRIS, MANAGING MEMBER

ACKNOWLEDGMENT

STATE OF }
COUNTY OF }
ON THIS DAY OF 2015, AT M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JOE RUSSELL, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE ONE OF THE MEMBERS OF RUSNOR LLC, AND THE MEMBER WHO SUBSCRIBED SAID COMPANY NAME TO THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID COMPANY NAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

ACKNOWLEDGMENT

STATE OF }
COUNTY OF }
ON THIS DAY OF 2015, AT M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED WENDGARY LP, WILLIAM E. MORRIS, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE ONE OF THE MEMBERS OF RUSNOR LLC, AND THE MEMBER WHO SUBSCRIBED SAID COMPANY NAME TO THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID COMPANY NAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.





Date: Tuesday, September 8, 2015
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to approve a trust agreement for **Morning Sun Subdivision No. 8**, placing Lots 5-33, Block 1; Lots 1-9, Block 4; Lots 1-14, Block 5 and Lots 13-22, Block 3 into trust.

Background:

The Morning Sun Subdivision No. 8 is located at the northeast corner of Stadium Blvd and Meadowview Ln N. The final plat was approved on March 9, 2015 by the Council. The owners of the property wish to record the final plat at this time before development has been completed.

Budget Impact:

None

Conclusion:

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

Attachments:

1. Trust Agreement with Phase Control Notice
2. Location Map/Plat
3. Final Plat

TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this 28th day of AUGUST, 2015, by and between Morning Sun Partners, LLC, an Idaho Limited Liability Company, (hereinafter "Trustor"); *TITLEFACT, INC.*, (hereinafter "Trustee"); and the CITY OF TWIN FALLS, IDAHO (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

WITNESSETH:

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

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

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

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

Lots 5 thru 33, Block 1, Lots 1 thru 9, Block 4, Lots 1 thru 14, Block 5 and Lots 13 thru 22, Block 3, Morning Sun Subdivision No. 8

2. The Trustor and the Trustee agree that the Trustee shall hold said title to the Property in trust, solely for the benefit of the Beneficiary under the terms hereof, and that title to the Property shall be and remain good and marketable and free from any defects, liens, conditions or encumbrances of any kind or nature, other than those appearing of record in the office of the Twin Falls County Recorder, and conditions of the Phase Control Development Notice for lots in Morning Sun Subdivision No 8, a copy of which is attached hereto as Exhibit "A," or those which are placed on the Property with the prior written consent of the Trustee. The Trustee shall not convey, transfer or encumber all or any interest in the Property, save and except to the extent as directed by the Trustor by written instrument delivered to the Trustee.
3. It is understood and agreed that the purpose of this Agreement is to provide Trustor with a convenient means of, subdividing, developing and selling the Property. It shall be the entire responsibility of the Trustor to effect such developing, subdividing and selling of the Property and to provide whatever subdivision plat it may desire and to pay all costs and expenses of said developing, subdividing and selling, and Trustee shall have no liability for any costs or expenses therefor or for any claim, damage, loss or liability sustained to the Property or Trustor or to any other person or persons in connection with said matter, save and except to the extent caused by Trustee's failure or refusal to comply with the terms and conditions of this Agreement.
4. The Trustor may, as it desires from time to time, sell all or any portion of the Property in its sole and complete discretion. The Trustee agrees that, when it is so instructed in writing by Trustor, Trustee shall execute and deliver to the person or persons designated by Trustor, a fiduciary deed conveying good and marketable title to the Property or any part thereof as designated, and at said time the Trustor agrees to pay to Trustee any reasonable costs and expenses incurred by the Trustee hereunder and to pay the normal and customary fee for the cost of an owner's title insurance policy to be issued by *TITLEFACT, INC.*

5. It is agreed that Trustee shall not be liable or responsible for the condition of title to the Property, except as may be provided in any title insurance policy issued by the Trustee, and Trustee shall have no liability concerning possession or survey or any taxes, costs or expenses in connection with the Property, other than as herein provided.
6. It is agreed that the term of this Agreement shall expire when all of the above described Lots have been conveyed by the Trustee pursuant to Trustor's written instructions.
7. It is agreed that this Trust Agreement may not be revoked or amended without the prior written approval of the Beneficiary. If Trustee is presented with written notice of Termination by both Trustor and Beneficiary, and Trustee receives Trustor's payment of all reasonable out-of-pocket costs and expenses incurred by Trustee in connection with this Agreement, if any, the Trustee shall immediately reconvey to Trustor the remaining part of the Property; and thereafter no party hereto shall have any further liability to the others in connection with the Property or under the terms of this Agreement.
8. Trustor agrees to indemnify and save harmless Trustee from any claims, demands, judgments, costs and expenses including reasonable attorney's fees and any other obligation or liability of any kind or nature that the Trustee may for any reason suffer, incur or expend by reason of this Trust Agreement or in the administration thereof, other than for or as a result of Trustee's misconduct, breach of this Agreement, or willful neglect.
9. This Agreement shall bind the parties hereto, their heirs, representatives, successors and assigns.

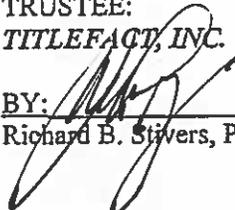
Date: 8-28-15

TRUSTOR:
MORNING SUN PARTNERS LLC

BY: 
Gerald Martens, Member

Date: 8/28/15

TRUSTEE:
TITLEFACT, INC.

BY: 
Richard B. Stivers, President

Date: _____

BENEFICIARY:
CITY OF TWIN FALLS, IDAHO

BY: _____

STATE OF IDAHO
County of Twin Falls

On this 28th day of August, 2015, before me, the undersigned, Notary Public in and for said State, personally appeared RICHARD B. STIVERS, known or identified to me to be the President of the said corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Nancy Tellez
Notary Public for Idaho
Residing at: Jerome
My Commission expires: 12/01/2017



STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2015, before me, the undersigned, Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ for the City of Twin Falls, Idaho, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same on behalf of the City of Twin Falls, Idaho.

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

Notary Public for Idaho
Residing at:
My Commission expires:

STATE OF IDAHO
County of Twin Falls

On this 28th day of August, 2015, before me, a Notary Public in and for said State, personally appeared Gerald Martens, known or identified to me to be member of the limited liability company of Morning Sun Partners, LLC, and the member who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same in said limited liability company name.

IN WITNESS HEREOF I have hereunto set my hand and official seal the day and year first above written:

Margo Williams
Notary Public for Idaho
Residing in Twin Falls
Commission expires 9-1-2018



"EXHIBIT A"

PHASE CONTROL DEVELOPMENT NOTICE

THIS NOTICE prohibits the conveyance of any undeveloped lot in Morning Sun Subdivision No. 8 until such requirements are met as required by Twin Falls City Codes 10-12-2-4(G) and 10-12-4-3 and an Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

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

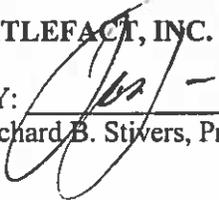
The real property subject to this notice is Morning Sun Subdivision No. 8 as platted in the records of Twin Falls County, Idaho.

Dated this 2ND day of SEPT., 2015.

Morning Sun Partners LLC, Developer

BY:  _____

TITLEFACT, INC.

BY:  _____

Richard B. Stivers, President



BILLS AVE

HANKIN

2571 FALLS, 2785 FALLS, 2881 FALLS, 2933 FALLS, 2985 FALLS, 819 HANKIN, 3206 FALLS, 941 TANGLE, 940 TANGLE, 3212 FALLS, 3214 FALLS, 3216, 3218, 3220, 3227 FALLS, 3244, 4000
 849 MORNIN, 867 MORNIN, 885 MORNIN, 873 MORNIN, 881 MORNIN, 889 MORNIN, 897 MORNIN, 841 MORNIN, 842 MORNIN, 863 MORNIN, 870 MORNIN, 878 MORNIN, 886 MORNIN, 890 MORNIN, 888 MORNIN, 833 MORNIN, 825 MORNIN, 818 MORNIN, 2691 SUN M, 2705 SUN M, 2723 SUN M, 2741 SUN M, 2759 SUN M, 2777 SUN M, 2796 SUN M, 813 MORNIN, 795 MORNIN, 782 MORNIN, 2690 SUN M, 2704 SUN M, 2736 SUN M, 2754 SUN M, 2768 SUN M, 2782 SUN M, 2796 SUN M, 779 MORNIN, 2689 SUNCR, 2703 SUNCR, 2741 SUNCR, 2753 SUNCR, 783 MORNIN, 2675 SUNCR, 2713 SUNCR, 2723 SUNCR, 2749 SUNCR, 2765 SUNCR, 777 MORNIN, 2698 SUNCR, 2712 SUNCR, 778 SUNCRE, 2760 SUNCR, 2771 SUNCR, 729 MORNIN, 728 MORNIN, 786 SUNCRE, 784 SUNCRE, 2780 SUNCR, 2785 SUNCR, 711 MORNIN, 710 MORNIN, 743 SUNCRE, 742 SUNCRE, 2790 SUNCR, 2791 SUNCR, 703 MORNIN, 704 MORNIN, 721 SUNCRE, 720 SUNCRE, 2798 SUNCR, 2799 SUNCR
 857 HANKIN, 3068 FALLS, 888 HANKIN, 824 HANKIN, 3207 FALLS, 3219 SPRIN, 3217 SPRIN, 3215 SPRIN, 3240 SPRIN, 3233 SPRIN, 3220 SPRIN, 3238 SPRIN, 3237 SPRIN, 3228 SPRIN, 3232 SPRIN, 3235 SPRIN, 3223 SPRIN, 3225 SPRIN, 3231 SPRIN, 3283 SPRIN
 723 HANKIN
 699 MORNIN, 681 MORNIN, 683 MORNIN, 646 MORNIN, 627 MORNIN, 688 MORNIN, 2706 STADI, 679 SUNPOI, 2724 STADI, 2746 STADI, 684 SUNBEA, 2735 STADI, 680 MORNIN, 682 MORNIN, 681 SUNPOI, 678 SUNPOI, 677 SUNBEA, 686 SUNBEA, 2735 STADI, 684 SUNBEA, 683 MEADOW, 684 SUNBEA, 683 MEADOW, 644 MORNIN, 643 SUNPOI, 642 SUNPOI, 647 SUNBEA, 646 MEADOW, 644 MORNIN, 643 SUNPOI, 642 SUNPOI, 647 SUNBEA, 646 MEADOW, 628 MORNIN, 625 SUNPOI, 624 SUNPOI, 624 SUNPOI, 631 SUNBEA, 630 MEADOW, 631 MEADOW, 687 SUNSHI, 2886 STADI, 2908 STADI, 686 SUNFIR, 679 SUN TE, 688 SUN TE, 689 SUNSHI, 672 SUNSHI, 667 SUNFIR, 672 SUNFIR, 681 SUN TE, 670 SUN TE, 687 SUNSHI, 684 SUNSHI, 664 SUNSHI, 663 SUNFIR, 682 SUNFIR, 681 SUN TE, 670 SUN TE, 643 SUNSHI, 662 SUNSHI, 664 SUNSHI, 663 SUNFIR, 648 SUNFIR, 645 SUN TE, 654 SUN TE, 631 SUNSHI, 638 SUNSHI, 629 SUNFIR, 624 SUNFIR, 638 SUNFIR, 627 SUN TE, 636 SUN TE, 628 SUNSHI, 629 SUNFIR, 624 SUNFIR, 638 SUNFIR, 627 SUN TE, 636 SUN TE



Date: Tuesday, September 8, 2015, Council Meeting
To: Honorable Mayor and City Council
From: Staff Sergeant Ron Fustos, Twin Falls Police Department

Request:

Consideration of a request to approve the Annual Twin Falls High School Homecoming Parade to be held on Friday, September 18, 2015.

Time Estimate:

Staff requests that this item be placed on the Consent Calendar.

Background:

Gabby Lutz and Mike Federico, on behalf of the Twin Falls High School, have completed a Special Event Application to hold the Annual Homecoming Parade for 2015. The Parade is to be held on Friday, September 18, 2015, from 3:30 p.m. to 4:00 p.m. Event organizers request that Main Street be closed from Murtaugh Street to Castleford Street. Setup will start at 3:00 p.m., with the parade beginning at 3:30 p.m. The parade should conclude between 4:00 p.m. and 4:30 p.m. Opening of the streets will be completed by 4:30 p.m. The parade will begin in the area of the Magic Valley High School at Main Avenue and Castleford Street, traveling eastbound on Main Avenue to Murtaugh Street, where the parade participants will disperse.

The Police Department will have the affected streets closed at 3:00 p.m.

The event coordinators will be responsible for notifying businesses impacted by the special event.

Approval Process:

Consent by the Council

Budget Impact:

The parade will require ten (10) flaggers from Road Work Ahead, with an estimated cost of \$485. This event has been budgeted for in the 2014-2015 Twin Falls Police Department Budget.

Regulatory Impact:

N/A

Conclusion:

Relevant City Staff Members have met and approved this parade and special event. The Twin Falls Police Department Staff has approved this parade and special event regarding the use of Road Work Ahead flaggers to control intersections.

Attachments:

None

RF:aed



Date: Tuesday, September 8, 2015, Council Meeting
To: Honorable Mayor and City Council
From: Staff Sergeant Ron Fustos, Twin Falls Police Department

Request:

Consideration of a request to approve the Wings and Things Ultimate Fundraiser sponsored by the Twin Falls Optimist Club. The fundraiser will be held in the Twin Falls City Park on Saturday, September 12, 2015, from 12:00 p.m. to 3:00 p.m.

Time Estimate:

Since this has been an annual event, with no calls for service during past events, Staff recommends that this be placed on the Consent Calendar.

Background:

Dennis Bowyer, on behalf of the Twin Falls Optimist Club, has submitted a Special Event Application to hold their annual fundraiser, Wings and Things Ultimate. This event will be held in the Twin Falls City Park on Saturday, September 12, 2015, commencing at 12:00 p.m. and concluding at 3:00 p.m.

This event will consist of a Tailgating Barbeque Competition where the judging community will purchase tickets to sample the different foods and then cast their ballots for the best cooks. Televisions will be on-site for game previews and a half-time show that will consist of Twin Falls High and Canyon Ridge High football players competing in a wing eating and exercise competition. There will be live broadcasting from the band shell during the event.

Alcohol will not be served.

The Twin Falls Optimist Club has held fundraising events of this nature in past years. The 2014 event did not generate any Police calls for service. Due to the short time frame of this event and a long history of no calls for service during past events, security is not required.

Approval Process:

Consent of the Council

Budget Impact:

This event will not have any budget implications.

Regulatory Impact:

None

Conclusion:

This Special Event Application has been approved by several relevant City Staff members and the Twin Falls Police Department Staff. It is recommended that this request be approved by the City Council as presented.

Attachments:

None

RF:aed



Date: Tuesday, September 8, 2015, Council Meeting
To: Honorable Mayor and City Council
From: Staff Sergeant Ron Fustos, Twin Falls Police Department

Request:

Consideration of a request to approve the Twin Falls Senior Center Benefit Car Show and Dance scheduled for Saturday, September 26, 2015, from 12:00 p.m. to 4:00 p.m. The event will be held on Senior Center property and the 100 Block of 5th Avenue West. Proceeds from this event will benefit the Twin Falls Senior Center Meals on Wheels Program.

Time Estimate:

This is an annual event; however, this year, event organizers would like to close the 100 Block of 5th Avenue West from Shoshone Street West to Gooding Street West to allow for the parking of classic cars on both sides of the road. With this being the only change, Staff requests that this item be placed on the Consent Calendar.

Background:

Julie Stone and Jeanette Rowe, on behalf of the Twin Falls Senior Center, submitted a Special Event Application to host the "Twin Falls Senior Center Car Show and Dance" to benefit the Twin Falls Senior Center Meals on Wheels Program. The car show and dance will be held in the 100 Block of 5th Avenue West on September 26, 2015, from 12:00 p.m. to 4:00 p.m.

Organizers request that they be authorized to close the 100 Block section of 5th Avenue West from Shoshone Street West to Gooding Street West at 9:00 a.m. to allow for event setup and preparation. Registration for the car show will be held at 10:00 a.m. Show cars will be placed on both sides of the roadway and adequate room for emergency vehicles will be maintained. The street will re-open no later than 5:00 p.m. The Twin Falls Senior Center Building will be used for the dance, food consumption and restroom facilities.

Approval Process:

Consent by the City Council

Budget Impact:

This event will not have any budget implications.

Regulatory Impact:

N/A

Conclusion:

This Special Event Application has been approved by several relevant City Staff members and Twin Falls Police Department Staff. It is recommended that this request be approved by the City Council as presented.

Attachments:

None

RF:aed



Date: Tuesday, September 8, 2015, Council Meeting
To: Honorable Mayor and City Council
From: Staff Sergeant Dennis Pullin, Twin Falls Police Department

Request:

Consideration of a request to approve the 9th Annual South Central Community Action Partnership (SCCAP) Event to be held in the Twin Falls City Park on Saturday, September 19, 2015, from 11:00 a.m. to 3:00 p.m.

Time Estimate:

Since this will be the 9th Annual SCCAP event and no Police calls for service were generated last year, we are requesting that this item be placed on the Consent Calendar.

Background:

Ken Robinette, on behalf of the South Central Community Action Partnership, has requested to host their annual community event. Non-profit organizations have been invited to set up booths and provide information about the services they provide to low-income families and individuals. This event is free to the public. Up to 5,000 people are expected to attend.

During the event, high school bands will perform and there will be a live band playing from 1:30 pm. to 3:00 p.m. Free food will be provided to the public. There will be face painting and several other activities for children.

The event sponsors will provide cleanup at the conclusion of the event.

Approval Process:

Consent of the Council

Budget Impact:

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

Regulatory Impact:

N/A

Conclusion:

Twin Falls Police Department Staff and several relevant City Staff members have met and approved this Special Event Application. Based on the information provided, Staff recommends that this event be approved.

The Twin Falls Police Department Staff recommends that the on-duty Patrol Supervisor be given the authority to order the event organizers to mitigate the sound of amplified music. If there are continued noise complaints, disturbances by those participating in the event, and non-compliance, the on-duty Patrol Supervisor shall terminate the event.

Attachments:

N/A

DP:aed



Date: Tuesday, September 8, 2015, Council Meeting
To: Honorable Mayor and City Council
From: Staff Sergeant Ron Fustos, Twin Falls Police Department

Request:

Consideration of a request to approve the Special Event Application submitted by Rachelle Williams to host the 10th Annual Perrine Bridge Festival, with all proceeds going to the Saint Luke's Magic Valley Regional Medical Center Foundation's "Children with Special Needs" Fund. The event will be held on Saturday, September 12, 2015, from 7:00 a.m. until 12:00 p.m.

Time Estimate:

Since this has been an annual event, generating no calls for service during past events, Staff requests that this item be placed on the Consent Calendar.

Background:

This event is scheduled to begin on Saturday, September 12, 2015, at 7:00 a.m. and will conclude by 12:00 p.m. This event will include a 5K distance Run/Walk Race and a Kid's Superhero Fun Run to be held on the Canyon Rim Trail. There will also be a distance Run/Bike/Paddle competition to be held at Centennial Park. A separate Special Event Application has been filed with the Twin Falls County Sheriff's Office for the Centennial Park portion of events. Portable toilets will be supplied by the event organizers. Several volunteers will be on hand to clean up all trash and refuse in the area at the conclusion of the event. Event organizers have contacted all businesses in the area that will be affected by the event and have obtained their approval. Parking for the event will be available around the Visitor Center and local business parking lots.

The 5K Race will begin at the Visitor Center with registration beginning at 8:00 a.m. and the race commencing at 8:30 a.m. This race will be on the Canyon Rim Trail to the area of the Canyon Crest Restaurant where runners will turn around and head back to the Visitor Center. There will be several volunteers assisting with this event. Registration for the Kid's Superhero Run will be held at 10:00 a.m. The race will begin at 10:30 a.m. at the Visitor Center and take runners to the area of the Sportsman's Warehouse and back. There will be approximately ten volunteers helping with this event. There will also be a "Burpees for Bikes" event taking place in the Visitor Center parking lot.

Approval Process:

Consent of the Council

Budget Impact:

This event will not have any budget implications.

Regulatory Impact:

N/A

Agenda Item for September 8, 2015
From Staff Sergeant Ron Fustos
Page Two

Conclusion:

This Special Event Application has been approved by several relevant City Staff members and Twin Falls Police Department Staff. It is recommended that this request be approved by the City Council as presented.

Attachments:

None

RF:aed



Date: Tuesday, September 8, 2015, Council Meeting
To: Honorable Mayor and City Council
From: Staff Sergeant Dennis Pullin, Twin Falls Police Department

Request:

Consideration of a request from Gary Miller, owner of Magic Mountain Ski Resort, to approve the fourth annual "Haunted Swamp" to be held on his property located at 646 South Park Avenue West. The Haunted Swamp will be open to the public for six weekends, on Friday and Saturday evenings, beginning Friday, September 25, 2015, and will go through Saturday, October 31, 2015. There will also be two Wednesdays the event will be held from 8:00 p.m. to 10:00 p.m., October 22 and October 29, 2015. The weekend events will begin each evening at 8:00 p.m. and go until 12:00 a.m.

Time Estimate:

This is the fourth annual Haunted Swamp Event. The event has been successful the past three years. Staff requests that this item be placed on the Consent Calendar.

Background:

Gary Miller, owner of Magic Mountain Ski Resort, has held the Haunted Swamp event at this location for the last three years. This is a fundraiser event for their Ski Patrol. They will have several employees working the event, to include guides (witches) to aid people through the Haunted Swamp. Mr. Miller will also have three large parking areas for those attending, with a gravel road leading them to the parking area. He will have his own employees providing security and assisting with traffic control and parking.

We have had no calls for service during this event over the past two years. Alcohol and smoking will not be allowed on the property.

Approval Process:

Consent by the Council

Budget Impact:

N/A

Regulatory Impact:

N/A

Conclusion:

With the success of this event in the past, Twin Falls Police Department Staff and relevant City Staff members have reviewed this Special Event Application and recommend that the City Council approve the annual Haunted Swamp event.

Agenda Item for September 8, 2015
From Staff Sergeant Dennis Pullin
Page Two

Twin Falls Police Department Staff recommend that the on-duty Patrol Supervisor be given the authority to order the event organizers to mitigate the sound of amplified noise. If there are continued noise complaints, disturbances by those participating in the event, and non-compliance, the on-duty Patrol Supervisor shall terminate the event.

Attachments:
None

DP:aed



Date: Tuesday, September 8, 2015, Council Meeting
To: Honorable Mayor and City Council
From: Staff Sergeant Dennis Pullin, Twin Falls Police Department

Request:

Consideration of a request by Rosa Paiz to approve the Celebration of Mexico event to be held at the Twin Falls City Park on Sunday, September 20, 2015, from 1:00 p.m. to 7:00 p.m.

Time Estimate:

This is the first time this event is being held. The presentation of the application will take approximately five (5) minutes, in addition to any time needed to answer questions the Council may have.

Background:

On or about August 11, 2015, Rosa Paiz submitted a Special Event Application to hold the "Celebration of Mexico" event on Sunday, September 20, 2015, from 1:00 p.m. to 7:00 p.m. at the Twin Falls City Park. The event will be similar to past events Ms. Paiz has held for the Cinco de Mayo/Mother's Day celebrations held at the Twin Falls City Park.

The festivities will include live bands and DJ music, dancing, and vendors. There will also be food vendors offering a variety of foods for purchase at the event. Alcohol will be sold consisting of beer only, no wine or liquor. All alcoholic beverages will be served and consumed at an established beer garden, identifications will be checked, and bracelets will be required. The music will be scheduled to start at 1:00 p.m. and will conclude by 8:00 p.m. This event will not require the closure of any streets.

The Twin Falls Police Department's Administrative Staff recommends that four (4) sworn law enforcement personnel provide security from 4:00 p.m. until 8:00 p.m., or until the crowd has dispersed. Rosa Paiz has requested that Twin Falls County Sheriff's Reserve Deputies provide the security. With this being the first time for this event, future events may allow for less security time based on the outcome of this celebration.

While it is possible that the live band and DJs may become a noise disturbance issue for the residential neighborhood near the City Park, we have had very few complaints in past years regarding events hosted by Rosa Paiz. Should the amplified sound become an issue, the Patrol Supervisor will be advised to contact Rosa Paiz regarding a noise complaint. The Staff recommends that the on-duty Supervisor be given authority to order event organizers to mitigate the sound of amplified music. If the noise complaints become habitual, the Patrol Supervisor shall be granted the authority to order the music to be terminated.

Rosa Paiz advises they will be donating a portion of their proceeds, between \$800.00 and \$1,000.00, to the Saint Luke's Magic Valley Regional Medical Center Foundation.

Based on the above information, the Twin Falls Police Staff and other relevant City Staff members have reviewed the application and recommend its approval.

Agenda Item for September 8, 2015
From Staff Sergeant Dennis Pullin
Page Two

Approval Process:

Consent by the Council

Budget Impact:

Ms. Paiz has requested that Twin Falls County Sheriff's Reserve Deputies provide the security for the event. Therefore, there will be no foreseen budgetary issues with the City of Twin Falls.

Regulatory Impact:

Approval of this request will allow the applicant to proceed with the event as scheduled. Given the success of previous years' events, the Staff has approved the use of four (4) Twin Falls County Sheriff's Deputies for security for this event from 4:00 p.m. until 8:00 p.m.

Conclusion:

Based on the information provided, the Twin Falls Police Department Staff and several relevant City Staff members have met and approved this Special Event Application.

Attachments:

None

DP:aed



Date: Tuesday, September 8, 2015, Council Meeting
To: Honorable Mayor and City Council
From: Staff Sergeant Dennis Pullin, Twin Falls Police Department

Request:

Consideration of a request to approve the first Farm Bureau Customer Appreciation Dinner to be held at the Twin Falls City Park on Sunday, September 27, 2015, from 3:00 p.m. to 9:00 p.m.

Time Estimate:

Since this is the first time this event is being held, approximately five (5) minutes will be needed for the presentation to Council and any additional time necessary to answer questions the Council may have.

Background:

On behalf of Farm Bureau Insurance and the Car Store, Beatriz Guzman has submitted a Special Event Application requesting to hold a Customer Appreciation Dinner for Farm Bureau and Car Store customers and their families. During the festivities, live music will be played from the band shell and food will be provided to those in attendance. There will be several cars from the Car Store parked in and around the Twin Falls City Park. Customers from both Farm Bureau and the Car Store will be invited; however, the actual event will be free to other members of the public if they choose to attend.

Ms. Guzman estimates more than 500 people will be in attendance during this Customer Appreciation Dinner. There will be no alcohol provided during this event. Due to the nature of this event, law enforcement security is not required.

With this being the first event of this nature by Farm Bureau Insurance and the Car Store, there is no past history. However, due to similar events in the past, we do not foresee any Police-related issues arising.

Approval Process:

Consent by the Council

Budget Impact:

N/A

Regulatory Impact:

Yochilt Valez, Car Store representative, has been advised by Planning and Zoning of the rules regarding sales of vehicles; no action can be taken by Car Store employees to promote or sell any vehicles in the Twin Falls City Park.

Agenda Item for September 8, 2015
From Staff Sergeant Dennis Pullin
Page Two

Conclusion:

The Twin Falls Police Department Staff and several relevant City Staff members have met and approved this Special Event Application.

With the Council's approval of this application, the Twin Falls Police Department on-duty Patrol Supervisor will be given the authority to order the event organizers to mitigate the sound of amplified music. If there are continued noise complaints, disturbances by those participating in the event, and non-compliance, the on-duty Patrol Supervisor shall terminate the event.

Attachments:

None

DP:aed



MONDAY Tuesday, September 8, 2015
To: Honorable Mayor and City Council
From: Wendy Davis, Parks and Recreation Department

Request:

Consideration of a request to shift capital improvement dollars to fund the CSI tennis court.

Time Estimate:

The staff presentation will take approximately 10 minutes.

Background:

Several projects in the Parks and Recreation Department capital improvement fund have come in over budget. The fund cannot support the completion of all identified projects as budgeted. The two main projects remaining are the Baxter Park Curb Gutter and Sidewalk with a budget of \$55,000 and repaving the CSI tennis courts with a budget of \$80,000 to be split with CSI. The engineer estimate for the curb/gutter/sidewalk at Baxter Park came in \$69,950, \$14,950 over budget. The estimate for the CSI tennis court overlay and resurface is \$125,019.73, \$45,019.73 over budget.

The CSI tennis courts are maintained in a partnership between the College of Southern Idaho and Twin Falls Parks and Recreation. The College of Southern Idaho is committed to this project and their half of the expense, including the increase, as well as to completing the project for the benefit of their students and the community.

Staff believes that it is in the best interest of the department to move forward with this project because of the presence of a financial partner with the expressed desire to complete the project, as well as a desire to honor the valued partnership the City of Twin Falls and the Parks and Recreation Department enjoys with the College of Southern Idaho.

The CSI tennis court overlay and resurface project went to bid on July 2, 2015 with bids due July 14, 2015. Three contractors were sent bid proposals and no bids were received due to the overload of projects and the inability to meet specified timeline. Idaho Code 67-2805(3)(a)(viii) provides that "... If no bids are received, the governing board may procure the goods or services without further competitive bidding procedures." Staff would like to approach contractors to request bids for the overlay and resurface projects and negotiate an acceptable timeline and competitive price.

Budget Impact:

The current budget does not support the completion of both projects. Delaying the Baxter Park curb gutter and sidewalk project and applying the \$55,000 to the CSI tennis court overlay and resurface project would allow the City to honor its commitment to the College of Southern Idaho and this project for an estimated cost to the City of \$62,509, and increase of approximately \$22,509.

Staff will need to maintain the Baxter Park Curb/Gutter/Sidewalk project as a priority and seek funding to complete this project in the near future.

Regulatory Impact:

Approval of this request will shift some budgeted dollars from other projects to the proposed CSI tennis court resurfacing project. That means that securing funding to complete the curb/gutter/sidewalk project must remain a priority in order to comply with city code.

Conclusion:

Staff recommends that the City Council authorize staff to delay the Baxter Park Curb Gutter and Sidewalk project and shift those funds to overlay and resurface of the CSI tennis courts.



September 8, 2015, City Council Meeting

To: Honorable Mayor and City Council

From: Jon Caton, P.E., Public Works Director

Request:

Presentation on City Works and GIS from Jon Caton, Rich Hall, Robin Wilson and Justin Ash.

Time Estimate:

Presentation will take approximately 35 minutes.

Background:

The presentation is to help answer questions regarding City Works and GIS and to update the Council and others on our current status and progress of both systems.

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

Conclusion:

Attachments:

N/A