



### 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.



**Minutes**  
Meeting of the Twin Falls City Council  
**Monday, December 7, 2015**  
City Council Chambers  
305 3<sup>rd</sup> Avenue East - Twin Falls, Idaho

**3:30 P.M.**

<b>CONFIRMATION OF QUORUM</b>		
	<b>Purpose</b>	<b>By:</b>
<p><b>Attendees to include:</b></p> <ul style="list-style-type: none"> <li>• Members of the local Idaho Legislative Delegation</li> <li>• City of Twin Falls Council Members</li> <li>• City Staff Members</li> </ul> <p style="text-align: center;"><b>Agenda</b></p> <ul style="list-style-type: none"> <li>• Welcome and Introductions</li> <li>• Roundtable discussion of possible upcoming issues of the 2016 Legislative Session.</li> <li>• Discussion of local delegation's perspective.</li> <li>• Final Thoughts.</li> </ul>	<p>Discussion</p> <p>Discussion</p>	<p>Led By City Staff Members with input from City Council Members</p> <p>Members of the Local Delegation</p>
<b>5:00 P.M.</b>		
<p><b>PLEDGE OF ALLEGIANCE TO THE FLAG</b>  <b>CONSIDERATION OF THE AMENDMENTS TO THE AGENDA</b>  <b>PROCLAMATIONS: None</b>  <b>GENERAL INPUT</b></p>		
<p><b>I. <u>CONSENT CALENDAR:</u></b></p> <ol style="list-style-type: none"> <li>1. Consideration of a request to approve the Accounts Payable for December 1 through December 7, 2015.</li> <li>2. Consideration of a request to approve the November 30, 2015, City Council Minutes.</li> <li>3. Consideration of a request to approve the liquor license transfer for Europe Bar and Deli, 769 Filer Avenue, Twin Falls, Idaho.</li> <li>4. Consideration of a request to approve a Curb-Gutter &amp; Sidewalk Improvement Deferral Agreement for property located at 295 Grandview Drive for Robert D. Adams.</li> <li>5. Consideration of a request to approve a Street and Utility Improvement Deferral Agreement for property located at 2705 E. 4025 N. for the Twin Falls School District #411.</li> <li>6. Consideration of a request to approve a Curb-Gutter Sidewalk &amp; Driveway Approach Deferral Agreement for 2716 Addison Avenue East for Forrest L. and Elizabeth R. LeBaron.</li> </ol>	<p>Action</p> <p>Action</p> <p>Action</p> <p>Action</p> <p>Action</p> <p>Action</p>	<p>Sharon Bryan</p> <p>Sharon Bryan</p> <p>Sharon Bryan</p> <p>Troy Vitek</p> <p>Troy Vitek</p> <p>Troy Vitek</p>
<p><b>II. <u>ITEMS FOR CONSIDERATION:</u></b></p> <ol style="list-style-type: none"> <li>1. Introduction of newly promoted Budget Coordinator, Shayne Carpenter and Account Specialist, Janie Higgins.</li> <li>2. Introduction of newly promoted Wastewater Collection Supervisor, Doug Gonzales.</li> </ol>	<p>Presentation</p> <p>Presentation</p>	<p>Lorie Race</p> <p>Jon Caton</p>

3. Introduction of the new Airport Supervisor, Matt Barnes.	Presentation	Bill Carberry
4. Consideration of a request to adopt an ordinance vacating a portion of utility easements within the Eldridge Commercial Subdivision located north of the intersection of Eldridge Avenue & Madrin Street	Action	Rene'e V. Carraway-Johnson
5. Public input and/or items from the City Manager and City Council.		
<b>III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u></b>		
<b>6:00 P.M. - None</b>		
<b>IV. <u>PUBLIC HEARINGS:</u></b>		
<b>V. <u>ADJOURNMENT:</u></b>		

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

**Minutes**  
**Meeting of the Twin Falls City Council**  
**Monday, December 7, 2015**  
**City Council Chambers**  
**305 3<sup>rd</sup> Avenue East -Twin Falls, Idaho**  
**3:30 P.M.**

**CONFIRMATION OF QUORUM**

Mayor Hall called the meeting to order at 5:00 P.M. He then invited all present, who wished, to recite the pledge of Allegiance to the Flag.

**Attendees to include:**

- Members of the local Idaho Legislative Delegation: Representative Lance Clow, Representative Clark Kauffman, Representative Maxine Bell, Senator Lee Heider, and Senator Bert Brackett
- City of Twin Falls Council Members: Mayor Don Hall, Vice Mayor Suzanne Hawkins, Councilmembers Shawn Barigar, Greg Lanting, Rebecca Mills Sojka, and Chris Talkington
- City Staff Members: City Manager Travis Rothweiler, Deputy City Manager Brian Pike, Deputy City Manager Mitch Humble, City Engineer Jackie Fields, Finance Director Lorie Race, Police Captain Anthony Barnhart, Economic Development Director Melinda Anderson, and Deputy City Clerk Sharon Bryan

**Agenda**

- Welcome and Introductions

Mayor Hall welcomed the local Idaho Legislative delegates.

- Roundtable discussion of possible upcoming issues of the 2016 Legislative Session.

City Manager Rothweiler reviewed City's Vision, budget, infrastructure, and economic successes, using visuals.

Discussion ensued on the following:

Building Department permits that are Urban Renewal Agencies.  
Clarification on miscellaneous building permits  
Waste Water budget.  
Method used for Wastewater expansion project.

Representative Clow would like to be informed on the CMPC process.

Economic Development Director Anderson reviewed Urban Renewal Legislation using visuals.

Discussion ensued on the following.

Appreciation of Twin Falls Urban Renewal Agency for working with the legislators.  
Areas Urban Renewal Agencies are working on in the State of Idaho.  
Urban Renewal Agency transparency policy.

Deputy City Manager Pike talked on the use of body cameras.

Senator Heider said body cameras are used to protect the officer.

Jackie Field discussed the National Pollution Discharge Elimination System Program administered by the EPA and the ability to pay for storm water as a utility.

Discussion ensued on the following:

Association of Idaho Cities could help with writing up some legislation for Storm Water Utility.  
Association of Idaho Cities working on an interim committee to work on legislation on Storm Water.  
Association of Idaho Cities legislation list for this session.  
City of Twin Falls is a good steward of Urban and rural water consumption.  
Water recharge  
Impact of the water aquifer.  
Association of Idaho Cities stance on the water aquifer.  
Surface water coalition – Idaho Power

- Discussion of local delegation's perspective.

Representative Bell said they will be discussing tax code, Medicaid, budget,  
Representative Kauffman said they will also be discussing food safety issues, veteran's issues, young farmer legislation, and solar power issues.  
Senator Heider said the Director of Health and Welfare has come up with a plan to help fund Medicaid by using tobacco tax revenues which will be discussed this legislative session.  
Senator Brackett thanked City Twin Falls for their support.  
Senator Heider said that starting July, 2016 food stamps will be issued on the 1<sup>st</sup> and 10<sup>th</sup> of the month.

Final Thoughts.

Mayor Hall thanked Legislator for attending.

**5:00 P.M.**

Present: Suzanne Hawkins, Shawn Barigar, Don Hall, Chris Talkington, Greg Lanting, Rebecca Mills Sojka  
Absent: Jim Munn

Staff Present: City Manager Travis Rothweiler, City Attorney Fritz Wonderlich, Deputy City Manager Mitchel Humble, Deputy City Manager Brian Pike, Finance Director Lorie Race, Public Works Director Jon Caton, Airport Manager Bill Carberry, Deputy City Clerk Sharon Bryan

### **PLEDGE OF ALLEGIANCE TO THE FLAG**

Mayor Hall called the meeting to order at 5:00 P.M. He then invited Government Students Ryan Walters & Gunner Gentry to lead us in the pledge of Allegiance to the flag Mayor Hall asked all present, who wished, to recite the pledge of Allegiance to the Flag.

Mayor Hall asked students to introduce themselves.

Ryan Walters, Twin Falls High School working on dual credit government.  
Gunner Gentry, Twin Falls High School working on dual credit government.

## **CONFIRMATION OF QUORUM**

A quorum is present.

## **CONSIDERATION OF THE AMENDMENTS TO THE AGENDA**

City Manager Rothweiler as that an Executive Session 74-206(1)(e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations be added to the agenda.

### **MOTION:**

Councilmember Talkington moved to add an executive session 74-206(1)(e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations. The motion was seconded by Councilmember Barigar. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0

**PROCLAMATIONS: None**

## **GENERAL PUBLIC INPUT - None**

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

1. Consideration of a request to approve the Accounts Payable for December 1 through December 7, 2015.
2. Consideration of a request to approve the November 30, 2015, City Council Minutes.
3. Consideration of a request to approve the liquor license transfer for Europe Bar and Deli, 769 Filer Avenue, Twin Falls, Idaho.
4. Consideration of a request to approve a Curb-Gutter & Sidewalk Improvement Deferral Agreement for property located at 295 Grandview Drive for Robert D. Adams.
5. Consideration of a request to approve a Street and Utility Improvement Deferral Agreement for property located at 2705 E. 4025 N. for the Twin Falls School District #411.
6. Consideration of a request to approve a Curb-Gutter Sidewalk & Driveway Approach Deferral Agreement for 2716 Addison Avenue East for Forrest L. and Elizabeth R. LeBaron.

### **MOTION:**

Councilmember Lanting moved to approve the Consent Calendar as presented. The motion was seconded by Vice Mayor Hawkins. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0

Mayor Hall had Webelos Pack 70 introduce themselves.

**II. ITEMS FOR CONSIDERATION:**

1. Introduction of newly promoted Budget Coordinator, Shayne Carpenter and Account Specialist, Janie Higgins.

Finance Director Race announced the promotion of Shayne Carpenter to Budget Coordinator and Jamie Higgins to Account Specialist.

Councilmember Lanting said that Shayne Carpenter is in charge of the Magic Valley Beerfest which raises money for different organizations in our Community.

2. Introduction of newly promoted Wastewater Collection Supervisor, Doug Gonzales.

Public Works Director Caton announced the promotion of Doug Gonzales to Wastewater Collection Supervisor.

3. Introduction of the new Airport Supervisor, Matt Barnes.

Airport Manager Carberry announced the promotion of Matt Barnes to Airport Supervisor.

Matt Barnes and Doug Gonzales introduced their families.

4. Consideration of a request to adopt an ordinance vacating a portion of utility easements within the Eldridge Commercial Subdivision located north of the intersection of Eldridge Avenue & Madrin Street

Deputy City Manager Humble explained the request to adopt an ordinance vacating a portion of utility easements within Eldridge Commercial Subdivision located north of the intersection of Eldridge Avenue and Madrin Street.

**MOTION:**

Councilmember Lanting made a motion to suspend the rules and place Ordinance 3109 on third and final reading by title only. The motion was seconded by Vice Mayor Hawkins. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0

Deputy City Clerk Bryan read the ordinance by title only:

**ORDINANCE NO. 3109**

AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, **VACATING** THE REAL PROPERTY DESCRIBED BELOW AND PROVIDING FOR VESTING OF TITLE TO THE PROPERTY SO VACATED.

**MOTION:**

Councilmember Talkington made a motion to adopt Ordinance 3109. The motion was seconded by Vice Mayor Hawkins. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

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

Mayor Hall welcomed and asked students to introduce themselves

Tara Thompson, Twin Falls High School working on Dual Credit Government.  
Haley Thompson Twin Falls High School working on Dual Credit Government

A discussion ensued on the new well and the arsenic ratios.

Mayor Hall said that at next week's meeting a discussion on the selection of the Mayor process and a public hearing on the sale of liquor on designated holidays and possibly extending the time of liquor sales will be on the agenda.

**III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS: None**

**IV. PUBLIC HEARINGS: None**

**V. ADJOURNMENT:**

1. Executive Session § 74-206(1)(e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.

**MOTION:**

Councilmember Barigar made the motion to move to Executive Session 74-206(1)(e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations. The motion was seconded by Councilmember Lanting. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0

Meeting adjourned at 5:45 P.M.

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Sharon Bryan, Deputy City Clerk



**Date:** Monday, December 14, 2015  
**To:** Honorable Mayor and City Council  
**From:** Troy Vitek, Assistant City Engineer

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**Request:**

Consideration of a request to accept the **Improvement Agreement** for the purpose of developing **Lots 2 & 3, Block 1 of WS&V Subdivision First Amended.**

**Time Estimate:**

The staff presentation will take approximately 2 minutes.

**Background:**

The final plat was approved on February 6, 2012. Prior to development, an improvement agreement is required. The developer is meeting that requirement with this document.

**Approval Process:**

Accepting the Improvement Agreement allows the developer to develop the lots. After acceptance of utilities or a financial guarantee provided to the city, the lots can be removed from trust and sold.

**Budget Impact:**

There is no significant budget impact associated with the Council's approval of this request.

**Regulatory Impact:**

Approval of this request will allow the applicant to proceed to develop the property.

**Conclusion:**

Staff recommends that the Council approve the request and authorize the Mayor to sign the Improvement Agreement.

**Attachments:**

1. Improvement Agreement.

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this 4~~th~~ day of Dec, 20 15, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and B.C. EXCHANGE ACCOMMODATION TITLEHOLDER VIII, LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development

LOTS 2 & 3, BLOCK 1, WSTW SUBDIVISION FIRST AMENDED

WHEREAS, there is attached hereto and incorporated herein as if the same were set out in full, a certified copy of the deed to the real property showing ownership of said real property to be in the Developer's name, or, as the case may be, there is attached hereto and incorporated herein as if the same were set out in full, a copy of the deed to the above described real property showing ownership in fee simple in someone other than Developer together with a notarized authorization, signed by the real property owner, authorizing Developer to act on behalf of said real property owner, and;

WHEREAS, Developer desires to develop said real property for the following purposes:

CONTINUING CARE FACILITY & TRANSITIONAL HOUSING

WHEREAS, the Developer is obligated to construct certain improvements pursuant to City Code Section 10-12-4.2, and;

WHEREAS, the Developer has committed to construct special features as part of the development, and;

WHEREAS, the City has certain policies, ordinances, rules and regulations governing the construction of improvements, and;

WHEREAS, it is in the best interest of the City and Developer to clearly establish in one concise document the policies, ordinances, rules and regulations which apply to developments of the type contemplated herein.

WITNESSETH

That for and in consideration of the mutual promises, conditions, and covenants contained herein the parties agree as follows:

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service and roads, excluding state highways, constructed under the terms of this Agreement in any public rights-of-

way or easements and which are presently within or subsequently annexed into the City limits. Those streets, excluding state highways, lying outside the City limits and within the City Area of Impact shall be constructed to City standards but shall become the responsibility of the Twin Falls Highway District until such time as they are annexed or a maintenance agreement is signed by the City and the Twin Falls Highway District. (2) To operate and maintain all approved water lines, drainage lines, and sewer lines constructed under the terms of this Agreement in any public rights-of-way or easements and to provide water and sewer service to the Developer's real property, subject to all ordinances, rules and regulations governing sewer and water service. (3) To maintain non-pressure irrigation lines only where they cross City streets. All other maintenance of non-pressurized irrigation lines is the responsibility of the Twin Falls Canal Company or the irrigation users.

## II.

In lieu of the actual installation of required public improvements before recording of the final plat, the Council may permit the subdivider to provide a financial guarantee of performance in one (1) or a combination of the following arrangements for those requirements which are over and beyond the requirements of any other agency responsible for the administration, operation and maintenance of the applicable public improvement.

### a. Surety Bond

1. Accrual - The Bond shall accrue to the City covering construction, operation and maintenance of the specific public improvement.
2. Amount - the bond shall be in an amount equal to one hundred percent (100%) of the total estimated cost for completing construction of the specific public improvements, as estimated by the Developer's Engineer and approved by the City Engineer.
3. Term Length - The term length in which the bond is in force, for the duration of that phase of the project, shall be until completed and accepted by the City Engineer.
4. Bonding for Surety Company - The bond shall be with a surety company authorized to do business in the State of Idaho, acceptable to the Council.
5. The escrow agreement shall be drawn and furnished by the subdivider to the satisfaction of the Council.

- b. Cash Deposit, Certified Check, Negotiable Bond, or Irrevocable Bank Letter of Credit.
  1. Treasurer, Escrow Agent or Trust Company - A cash deposit, certified check, negotiable bond or an irrevocable bank letter of credit such surety acceptable by the Council, shall be deposited with an escrow agent or trust company.
  2. Dollar Value - The dollar value of the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be equal to one hundred percent (100%) of the estimated cost of construction for the specific public improvements, as estimated by Developer's Engineer and approved by the City Engineer.
  3. Escrow Time - The escrow time for the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be until all required improvements are completed and accepted by the City Engineer.
  4. Progressive Payment - In the case of cash deposits or certified checks, an agreement between the City and the subdivider may provide for progressive payment out of the cash deposit or reduction of the certified check, negotiable bond or irrevocable bank letter of credit, to the extent of the cost of the completed portion of the public improvement, in accordance with a previously entered into agreement.

### III.

Developer agrees to retain a Professional Engineer, hereinafter called the Developer's Engineer, registered by the State of Idaho to perform the following minimum Engineering Services in accordance with Title 10 Chapter 12 Section 4-1 of the City Code:

- a. Prepare a master utility plan showing the location of all existing and proposed utility lines to include but not be limited to sewer, water, gas, electricity, telephone, irrigation, pressure irrigation and storm sewer.
- b. Prepare detailed plans and specifications for construction of all improvements required by this Agreement and shall include but not be limited to a complete set of construction plans, including profiles, cross-sections, specifications and other supporting data, for all required public streets, utilities and other facilities. Such construction plans shall be based on preliminary plans which have been approved

with the preliminary plat, and shall be prepared in conjunction with the final plat. Construction plans are subject to approval by the responsible public agencies. All construction plans shall be prepared in accordance with the public agencies' standards and specifications.

- c. Perform construction surveying, staking, testing, inspection and administer the construction of all facilities required by this contract.
- d. Submit all test reports, inspection reports, change orders and construction diaries to the City Engineer every week during the construction of the development or subdivision.
- e. Prepare and submit an updated copy of the enclosed development and subdivision checklist to the City Engineer every week during the construction of the development or subdivision, and also upon completion of the project.
- f. Submit to the City Engineer the final plans, and master utility plan for the City records showing any approved changes to the original plans and specifications. A permanent drawing in ink on approved transparent polyester drafting film and an electronic media copy of the plans in ACAD 2000 using City standard format shall be provided within thirty (30) days after completion of the project.
- g. Submit a letter upon completion of construction stating that the work has been constructed in conformance to the plans and specifications, with the certification by the Developer's Engineer that improvements were constructed to the lines and grades shown.

The above work shall be subject to the approval of the City Engineer.

The City agrees to provide asphalt pavement testing for conformance with City standards, but it shall be the responsibility of Developer's Engineer to provide all necessary quality control during construction. All tests shall be taken at a frequency based upon City of Twin Falls Standard Specifications.

The Developer agrees to: (1) allow the City full and complete access to the work (2) provide all materials necessary to conduct all tests (3) supply all water necessary to test pipe joints and (4) provide the equipment and perform or have performed any testing of manufactured materials required by the City Engineer.

The Developer shall submit a letter to the City Engineer upon completion of the project, requesting that the City assume the responsibility for maintenance and operation of all public improvements as stated herein.

#### IV.

The Developer agrees to obtain a permit or letter of approval from the Twin Falls Highway District or the State of Idaho Department of Highways prior to constructing improvements on their respective right-of-ways. The original or a certified copy of said permit or letter shall be submitted to the City Engineer prior to beginning of construction thereon.

#### V.

The Developer agrees to dedicate rights-of-way to the public for the development of all streets and alleys in accordance with the City Master Street Plan and to dedicate easements for the maintenance and operation of all public utilities. The size and location of said rights-of-way and easements shall be determined by the City Engineer.

#### VI.

The Developer hereby agrees and petitions the City to annex into the corporate limits of said City, the above described real property that is contiguous with the same or becomes contiguous to said City limits. Developer agrees to annexation of said real property by the City upon the terms and conditions as shall be set forth by said City.

#### VII.

The Developer and the City agree that the improvements listed herein are required unless specifically waived by action of the City Council and that said improvements will be constructed on any public rights-of-way or easements approved and accepted by the City Council all as designed by the Developer's Engineer and approved by the City Engineer and in accordance with standards established by the City Engineer and that all required improvements will be completed in a timely manner. If improvements are not completed in a timely manner, the Developer shall provide an updated, current version of the developer's agreement and financial guarantee for City Council consideration.

#### VIII.

The Developer agrees to pay the total actual costs of all materials, labor and equipment necessary to completely construct all of the improvements required herein, except those costs specifically shown to be paid by the City and to construct or contract for the construction of such improvements.

## IX.

Developer agrees to pay the total extra cost of all additional materials, labor and equipment necessary to construct any streets the City requires to be wider or deeper than a standard street or any water or sewer lines the City requires to be larger than the size required to properly serve the development. The requirement for wider and deeper streets shall be based on the City Master Street Plan. Requirements for larger water and sewer lines shall be based on the citywide sewer and water system sizing guidelines.

## X.

The City shall provide no compensation for the cost of an oversize water or sewer line. In the case of water or sewer lines extended adjacent to or outside the limits of development, the Developer shall be eligible for payback from adjacent property owners pursuant to Resolution No. 1182. The Developer shall also be eligible for compensation when a private developer extends or connects to any water or sewer system previously installed by private developer, pursuant to Resolution 1651.

## XI

Developer agrees to request in writing that the Developer's Engineers make the inspections required herein and the Developer or his Contractors shall not proceed with the next construction phase until the required inspection is complete and the work has been approved by the Developer's Engineer, the City Engineer or the Engineer's authorized inspector. All such inspections shall be scheduled in accordance with the City of Twin Falls Standard Specifications. Developer agrees to pay all costs resulting from: 1) his failure to properly schedule and request a required test or inspection or 2) proceeding with work before receiving approval to proceed. Developer agrees to remove or correct any rejected, unapproved or defective work or materials as required by the Developer's Engineer or the City Engineer. Any such defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be removed within ten (10) days after written notice is given by the Developer's Engineer or the City Engineer, and the work shall be re-executed by the Contractor at his expense. The fact that either Engineer may have previously overlooked such defective work or materials shall not be a basis for acceptance of any part of it.

The issuance or approval of plans, specifications and computations shall not be construed as an approval of any violation of any provisions of City code, specifications, standards, policy, or any

other ordinance of the City. Approvals of plans that may violate City code, specifications or departmental policies will not be valid.

The approval of construction plans, specifications, and other data shall not prevent the City from thereafter requiring the correction of errors or omissions in said plans or specifications prior to or during actual construction or final acceptance by the City.

The Developer shall remove from all public property all temporary structures, rubbish, and waste materials resulting from their operation or caused by his employees.

The Developer shall guarantee all materials, workmanship and equipment furnished for a period of one (1) year from the date of written acceptance of the work by the City Engineer or authorized representative.

The Developer shall be responsible for any damage to any existing public improvements and shall repair or replace any such damage as required by the City Engineer, during or after completion of this project.

## XII.

The City and the Developer agree to the following minimum for Required Improvements, City Costs, Required Inspections and to any other improvements, approved or required by the City Council and shown on the approved construction plans.

### PUBLIC WAYS

(a) Required Improvements

- (1) Curb, gutter and sidewalk on all public street rights-of-way.
- (2) A standard residential street thirty six feet (36') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course on all public street rights-of-way serving residential use property.
- (3) Minor residential and private streets as specified in the City of Twin Falls Standard Drawings.
- (4) A standard commercial or collector street forty eight feet (48') wide with an eleven inch (11") gravel course and three inch (3") asphaltic concrete surface course on all public street rights-of-way serving commercial use property or as a collector street. Whenever a street serves an industrial use property the City Engineer will determine the appropriate structural section.

- (5) A service-road twenty four feet (24') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course and with concrete curb-gutter or curb and valley-gutter on all public service road rights-of-way.
- (6) A sidewalk five feet (5') wide minimum on all public pedestrian rights-of-way. Four foot (4') sidewalks by special permission of the City Council are allowed by City of Twin Falls Standard Drawings for minor residential streets under certain conditions.
- (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A tract of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to arterial and collector streets. Within that tract the developer shall install landscaping six feet (6') in depth with a sprinkler system and with grass and trees behind the curb line and shall also install a five foot (5') sidewalk. The landscaping will be maintained by the city and funded through a fee added to the water bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. TFCC §10-12-4.2(O).
- (8) Street signs and traffic control devices on all public streets.
- (9) Street lights as determined by City policy for street light installation.

(b) City Costs

- (1) The cost of any street signs or traffic control devices installed by the City on new or existing streets.
- (2) The cost of any required street lights (standard luminaires mounted on a wood pole). The Developer shall pay the extra cost of any decorative luminaries or poles. Prior approval will be required, and the cost of maintenance, replacement and power usage will be considered.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

WATER SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-8-3, 7-8-10 and 10-12-4.2 water line and fittings six inch (6") minimum diameter that will transport a flow of water, which will satisfy fire, domestic, other water demands of the development, based upon the City water pipe sizing plan and computer water model. Water line extension shall include connection from the existing City Water System to each building site and fire hydrants and then loop back to the City System in a manner that will provide a properly functioning system approved by the City Engineer, Water Superintendent and Fire Chief. If the development is to be constructed in phases, the water system shall be looped back to the City system during the first phase. No dead-end lines will be allowed during any phase of the project.
- (2) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City water distribution network in accordance with existing sizing guidelines.
- (3) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users or creating a critical situation in the suppression of fires.
- (4) Fire hydrant connections and fire hydrants spacing to substantially comply with the minimum standards suggested by the Fire Rating Bureau and American Water Works Association. Fire hydrants are required in all developments.
- (5) One water service line shall be constructed to each building site at the time the water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way.  
  
During construction of the curb the letter W shall be stamped into the top or face of the curb directly in front of the water meter box. The impression shall be not less than one and one half inches (1½") high. Meters shall be grouped at adjacent side lot lines when possible or at another location if requested by the Developer and approved by the City Engineer and Water Superintendent. Water meter boxes will not be allowed in driveway approaches. Any cost associated in relocating meters from driveway

approaches will be the responsibility of the Developer or Lot Owner. Temporary address or lot number signs shall be staked at the location where the water meter box is to be installed. The City may install multiple water meters in a single water meter box.

The City will make the water line tap only after all appropriate tap fees for a Water Connection General Permit have been received and permits issued. All new water service line and connections made from existing water service mains to service any new development will be the responsibility of the Developer. The City will make the necessary service line tap after payment of the required water connection general permit fees.

- (6) One water service line tap, meter box, and service line shall be constructed for each building connected to the City water system. It is understood and agreed that the City will make all service line taps and install all meter boxes and that the fee paid by the developer for a Water Connection General Permit will reimburse the City for such work.
- (7) It is further understood and agreed that the City will make all connections to the existing water system. The City will disinfect the new water system at the developer's expense.

(b) City Costs

- (1) None.

(c) Required Inspections

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-7-4, 7-7-11 and 10-12-4.2 a waste water collection system (eight-inch (8") minimum diameter) that will transport a flow of waste water, under conditions of maximum and minimum discharge from the development, to the existing City waste water system.
- (2) Waste water sewer lines adjacent to or internal to the development will be sized to continue the orderly expansion of the City Waste Water Collection

System in accordance with existing sizing guidelines and computer sewer model.

- (3) Manholes to provide access for maintenance and cleaning of the sewer lines located at any change of grade or alignment of the sewer, at the end of each sewer and spaced not more than four hundred feet (400') apart.
- (4) During construction of the curb the letter S shall be stamped into the top or face of the curb directly in front of the sewer service line location. The impression shall be not less than one and one half inches (1½") high.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

DRAINAGE SYSTEM

(a) Required Improvements

- (1) Any valley-gutters, ditching, grading or other surface drainage facilities necessary to convey any storm run-off originating from or traversing across the proposed development over the land surface to a point of retention, detention or discharge approved by the City Engineer.
- (2) Any catch basin, storm sewer and other sub-surface drainage facilities necessary to convey any storm run-off, originating from or traversing across the proposed development, to a point of retention, detention or discharge approved by the City Engineer, that cannot, in the City Engineer's opinion, be conveyed over the land surface without causing damage to public or private property or without being an unreasonable inconvenience or hazard to a private individual, a group of individuals or the general public.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

### GRAVITY IRRIGATION SYSTEM

(a) Required Improvements

(1) Any pipe, boxes or other appurtenances necessary to convey all irrigation water in underground pipe across the development and any adjacent public property. Irrigation facilities outside an established City irrigation district shall be constructed in an irrigation easement on private property except where it is necessary for irrigation water to cross the public right-of-way and all such crossings shall be perpendicular to the center line of said right-of-way unless otherwise approved by the City Engineer due to some unusual condition.

(b) City Costs

(1) None.

(c) Required Inspections and Testing

(1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

### PRESSURE IRRIGATION SYSTEM

(a) Required Improvements

- (1) Pursuant to Section 7-8-3 of the City Code, the use of the City's potable water supply as the primary source of irrigation water in all new developments shall be prohibited. For purposes of this subsection, the term "new development" means any new subdivision or PUD, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or PUD. One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be deeded to the City of Twin Falls before the filing of the final plat for use in the City's pressurized irrigation system.
- (2) Pressure irrigations water line and fittings shall be four inch (4") minimum diameter or larger that will transport a flow of water, which will satisfy all irrigation water demands of the development,

based upon the computer irrigation water model that the developer's engineer has prepared.

- (3) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City Pressure Irrigation water distribution network in accordance with existing sizing guidelines.
- (4) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users. One pressure irrigation water service line shall be constructed to each subdivision lot site at the time the pressure irrigation water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way. One Pressure irrigation water service line tap, irrigation box, and service line shall be constructed for each subdivision lot connected to the City pressure irrigation water system.
- (5) The Developer shall be responsible for all costs incurred in designing and installing the pressure irrigation station. This includes the land, pumps, motors, filters, buildings, delivery system to the station from the TFCC head gate, storage pond, Supervisory Control and Data Acquisition (SCADA) system, and power to the station.
- (6) All pressure irrigation system plans must be prepared by the Developer's engineer shall be according to the City's standard specifications and drawings. Plans submitted to the City shall be signed by a Professional Engineer for review and final approval,

before the City Engineer will sign the plat or approve construction plans.

- (7) The Pressure Irrigation System shall be located within easements, right of ways and/or property deeded to the City of Twin Falls.
- (b) City Cost.
  - (1) None
- (c) Required Inspections and Testing
  - (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

#### SPECIAL FEATURES

Pursuant to commitments made by the Developer as conditions of approval of the development, the following special features shall be constructed:

- a) Required Improvements

SPECIFIC IMPROVEMENTS REQUIRED AS A CONDITION OF THE SPECIAL USE PERMIT # 1322. NO OCCUPANCY PERMIT, TEMP OR PERMANENT WILL BE ISSUED UNTIL CONDITIONS REGARDING CHEVEY DR ARE COMPLETE.

- b) City Costs
  - (1) None.

#### XIII.

The City and the Developer agree that the sequence of construction shall be as follows unless special approval in writing is obtained from the City Engineer:

1. Erosion and sedimentation controls.
2. Stormwater retention and detention facilities.
3. Waste water sewers and service connections.
4. Waste water manholes.
5. Storm sewers and catch basins.
6. Gravity irrigation pipes and boxes.
7. Pressure irrigation lines, service connections, etc.
8. Water lines and service connections.
9. Gas lines, power lines, telephone lines and cablevision lines.
10. Any other underground improvements that are required.

11. Sub-base preparation for public ways.
12. Gravel base course for public ways.
13. Curb-gutter, valley-gutter and sidewalk.
14. Gravel leveling course.
15. Asphalt paving.
16. Special Features.

#### XIV.

The Development may be phased as indicated on the attached development plan submitted by the Developer and approved by the City Engineer.

The terms of the basic agreement shall apply individually to each phase shown on the attached plan as though each phase were a separate and independent development providing each phase is begun in the sequence indicated on the development plan.

The two (2) year time limit, (indicated in Section VII of the Agreement) for completing the required improvements shall begin for each phase when the Developer sells a lot or an application or a building permit to construct a building within the phase has been received by the City.

The Developer may cease further development after completing any phase and before beginning the next phase and the basic agreement shall terminate in accordance with Section XVI, of the basic agreement for any undeveloped phases of the development originally proposed in the basic agreement.

#### XV.

This agreement shall bind the parties hereto, their heirs, successors in interest, and lawful assigns.



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

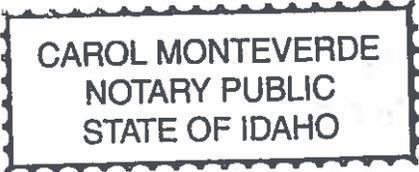
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Twin Falls, Idaho

~~PARTNERSHIP~~ LLC

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

On this 7<sup>th</sup> day of December, 2015, before me, the undersigned, a Notary Public for Idaho, personally appeared Robert Korb, known or identified to me (or proved to me on the oath of \_\_\_\_\_) to be ~~one of the partners~~ authorized agent in the LLC partnership of BC EXCHANGE ACCOMMODATION TITLEholder VIII, LLC authorized agent, and the partner or one of the partners who subscribed said LLC partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said LLC partnership name.

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



Carol Monteverde  
Notary Public for Idaho  
Residing at Twin Falls, Idaho  
Hailey  
Commission Expires: 08/31/2019

NOTICE OF DEVELOPER'S AGREEMENT

NOTICE IS HEREBY GIVEN, that a document entitled "Improvement Agreement for Developers" (hereafter "Agreement") has been executed and filed with the City of Twin Falls, Idaho, for the following named subdivision:

The Agreement imposes certain obligations upon the developer for the development of the subject property, and upon the developer's heirs, successors in interest and lawful assigns. Details of the conditions and obligations may be found by examining or photocopying the Agreement at the Office of the City Engineer, 321 2<sup>nd</sup> Avenue East, Twin Falls, Idaho 83301.

CITY OF TWIN FALLS, IDAHO

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Developer

P.C. EXCHANGE ACCOMMODATION TITLEHOLDER VIII, LLC

Robert Hardy

Its Authorized Agent

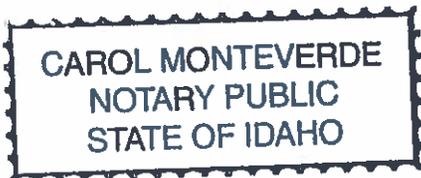
STATE OF IDAHO )

Blaine )ss.

County of ~~Twin Falls~~ )

On this 7<sup>th</sup> day of December, 2015, before me, the undersigned, a Notary Public for Idaho, personally appeared Robert Korb, known to me to be the person whose name <sup>is</sup> subscribed to the within instrument on behalf of said <sup>Developer</sup> ~~Owner~~ and acknowledged to me that said <sup>Developer</sup> ~~Owner~~ executed the same.

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



Carol Monteverde

Notary Public for Idaho  
Residing at Twin Falls, Idaho  
Hanley

Commission Expires: 08/31/2019



Date: Monday, December 14, 2015  
To: Honorable Mayor and City Council  
From: Troy Vitek, Assistant City Engineer

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**Request:**

Consideration of a request to approve a **Trust Agreement** for **WS&V Subdivision First Amended**, placing **Lots 2 & 3, Block 1** into trust.

**Background:**

The final plat for the WS&V Subdivision First Amended was approved by City Council on February 6, 2012. The WS&V Subdivision First Amended is located on the northwest corner of North College Road West and Field Stream Way. The developer, **B.C. Exchange Accommodation Titleholder VIII, LLC** is requesting to place **Lots 2 & 3, Block 1** in trust until such time that the developer wishes to develop aforementioned lots.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between **B.C. EXCHANGE ACCOMMODATION TITLEHOLDER VIII, LLC, an Idaho Limited Liability Company, THE EXCHANGE ACCOMMODATION TITLEHOLDER, for RAFTON FAMILY LIMITED PARTNERSHIP, a California Limited Partnership, Managing Member of JTR SUMMER COVE APARTMENTS I, L.L.C. a Texas Limited Liability Company as part of an IRC 1031 tax deferred exchange, as Replacement Property, (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 2 and 3, Block 1**

**All in WS&V SUBDIVISION FIRST AMENDED**, according to the official plat thereof recorded in Book 24 of Plats, page 13, records of Twin Falls County, Idaho.

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 2 and 3, Block 1 in WS&V Subdivision First Amended, 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: 12.07., 2015

TRUSTOR:  
B.C. EXCHANGE ACCOMMODATION  
TITLEHOLDER VIII, LLC, an Idaho Limited  
Liability Company, THE EXCHANGE  
ACCOMMODATION TITLEHOLDER, for RAFTON  
FAMILY LIMITED PARTNERSHIP, a California  
Limited Partnership, Managing Member of JTR  
SUMMER COVE APARTMENTS I, L.L.C. a Texas  
Limited Liability Company as part of an IRC 1031  
tax deferred exchange, as Replacement Property

BY: Robert Korb  
Robert Korb, Accomodator

Date: 12/4/15, 2015

TRUSTEE:  
TITLEFACT, INC.

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

Date: \_\_\_\_\_, 2015

BENEFICIARY:  
CITY OF TWIN FALLS, IDAHO

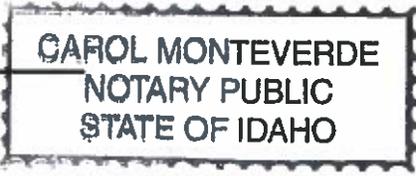
BY: \_\_\_\_\_

STATE OF IDAHQ  
County of Blaine

On this 7th day of December, 2015, before me, a Notary Public in and for said State, personally appeared Robert Korb, known or identified to me to be <sup>authorized agent</sup> member of the limited liability company of B.C. Exchange Accomodation Titleholder VIII, L.L.C., and the <sup>authorized agent</sup> member who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that 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.

Carol Monteverde  
Notary Public for Idaho  
Residing in Hailey Idaho  
Commission expires 08-31-2019



STATE OF IDAHO  
County of Twin Falls

On this 4<sup>th</sup> day of December, 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

Susie Moore

Notary Public for Idaho  
Residing at: Twin Falls  
My Commission expires: 11-28-2020



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:

**"EXHIBIT A"**

**PHASE CONTROL DEVELOPMENT NOTICE**

THIS NOTICE prohibits the conveyance of Lots 2 and 3, Block 1 in **WS&V SUBDIVISION FIRST AMENDED**, 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:

**Lots 2 and 3, Block 1**

**All in WS&V SUBDIVISION FIRST AMENDED**, as platted in the records of Twin Falls County, Idaho.

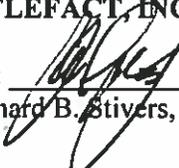
Dated this 7<sup>th</sup> day of December, 2015

**Developer**

**B.C. EXCHANGE ACCOMMODATION  
TITLEHOLDER VIII,LLC, an Idaho Limited  
Liability Company, THE EXCHANGE  
ACCOMODATION TITLEHOLDER, for RAFTON  
FAMILY LIMITED PARTNERSHIP, a California  
Limited Partnership, Managing Member of JTR  
SUMMER COVE APARTMENTS I, L.L.C. a Texas  
Limited Liability Company as part of an IRC 1031  
tax deferred exchange, as Replacement Property**

BY:   
ROBERT KORB, ACCOMODATOR

**TITLEFACT, INC.**

BY:   
Richard B. Stivers, President

Case No. 65411sm

COPY

*TitleFact, Inc.*

163 Fourth Avenue North

P.O. Box 486

Twin Falls, Idaho 83303

\*\*\*\* SPACE ABOVE FOR RECORDER \*\*\*\*

**WARRANTY DEED**

FOR VALUE RECEIVED **WS&V LLC, an Idaho Limited Liability Company**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **B.C. EXCHANGE ACCOMMODATION TITLEHOLDER VIII, LLC, an Idaho Limited Liability Company, THE EXCHANGE ACCOMODATION TITLEHOLDER**, for **RAFTON FAMILY LIMITED PARTNERSHIP, a California Limited Partnership, Managing Member of JTR SUMMER COVE APARTMENTS I, L.L.C. a Texas Limited Liability Company** as part of an IRC 1031 tax deferred exchange, as Replacement Property hereinafter called Grantee, whose address is: P.O. Box 249, Ketchum, Idaho 83340-9311, the following described premises in Twin Falls County, Idaho; to-wit:

**Lots 2 and 3, Block 1, WS&V SUBDIVISION FIRST AMENDED, A Planned Unit Development A Resubdivision & renumbering of Lot 2, Block 1 WS&V Subdivision, Twin Falls County, Idaho,** according to the official plat thereof recorded in Book 24 of Plats, page 13, records of Twin Falls County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above; and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: December 3, 2015

**WS&V LLC, an Idaho Limited Liability Company**

BY \_\_\_\_\_  
**DOUGLAS VOLLMER, Member**

BY \_\_\_\_\_  
**JOHN STRAUHAR Member**



River Mist Path

Cobble Creek Rd

Misty Meadows Ct

Misty Meadows Trail

N College Rd W

Castlewood Dr

Google earth

© 2015 Google

519 ft

1993

Imagery Date: 9/8/2013 42°35'13.72" N 114°30'22.83" W elev 3653 ft eye alt 5982 ft





**Date:** Monday, December 14, 2015  
**To:** Honorable Mayor and City Council  
**From:** Troy Vitek, Assistant City Engineer

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**Request:**

Consideration of a request to accept the Improvement Agreement for the purpose of developing Lots 4 & 5, Block 1 of WS&V Subdivision First Amended.

**Time Estimate:**

The staff presentation will take approximately 2 minutes.

**Background:**

The final plat was approved on February 6, 2012. Prior to development, an improvement agreement is required. The developer is meeting that requirement with this document.

**Approval Process:**

Accepting the Improvement Agreement allows the developer to develop the lots. After acceptance of utilities or a financial guarantee provided to the city, the lots can be removed from trust and sold.

**Budget Impact:**

There is no significant budget impact associated with the Council's approval of this request.

**Regulatory Impact:**

Approval of this request will allow the applicant to proceed to develop the property.

**Conclusion:**

Staff recommends that the Council approve the request and authorize the Mayor to sign the Improvement Agreement.

**Attachments:**

1. Improvement Agreement.

IMPROVEMENT AGREEMENT

for  
DEVELOPMENTS

This Agreement made and entered into this 4<sup>TH</sup> day of DEC., 2015, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and WS&V, LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development LOTS 4 & 5, BLOCK 1, WS&V SUBDIVISION FIRST AMENDED.

WHEREAS, there is attached hereto and incorporated herein as if the same were set out in full, a certified copy of the deed to the real property showing ownership of said real property to be in the Developer's name, or, as the case may be, there is attached hereto and incorporated herein as if the same were set out in full, a copy of the deed to the above described real property showing ownership in fee simple in someone other than Developer together with a notarized authorization, signed by the real property owner, authorizing Developer to act on behalf of said real property owner, and;

WHEREAS, Developer desires to develop said real property for the following purposes:  
DEVELOPMENT PER PUD AGREEMENT

WHEREAS, the Developer is obligated to construct certain improvements pursuant to City Code Section 10-12-4.2, and;

WHEREAS, the Developer has committed to construct special features as part of the development, and;

WHEREAS, the City has certain policies, ordinances, rules and regulations governing the construction of improvements, and;

WHEREAS, it is in the best interest of the City and Developer to clearly establish in one concise document the policies, ordinances, rules and regulations which apply to developments of the type contemplated herein.

WITNESSETH

That for and in consideration of the mutual promises, conditions, and covenants contained herein the parties agree as follows:

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service and roads, excluding state highways, constructed under the terms of this Agreement in any public rights-of-

way or easements and which are presently within or subsequently annexed into the City limits. Those streets, excluding state highways, lying outside the City limits and within the City Area of Impact shall be constructed to City standards but shall become the responsibility of the Twin Falls Highway District until such time as they are annexed or a maintenance agreement is signed by the City and the Twin Falls Highway District. (2) To operate and maintain all approved water lines, drainage lines, and sewer lines constructed under the terms of this Agreement in any public rights-of-way or easements and to provide water and sewer service to the Developer's real property, subject to all ordinances, rules and regulations governing sewer and water service. (3) To maintain non-pressure irrigation lines only where they cross City streets. All other maintenance of non-pressurized irrigation lines is the responsibility of the Twin Falls Canal Company or the irrigation users.

## II.

In lieu of the actual installation of required public improvements before recording of the final plat, the Council may permit the subdivider to provide a financial guarantee of performance in one (1) or a combination of the following arrangements for those requirements which are over and beyond the requirements of any other agency responsible for the administration, operation and maintenance of the applicable public improvement.

### a. Surety Bond

1. Accrual - The Bond shall accrue to the City covering construction, operation and maintenance of the specific public improvement.
2. Amount - the bond shall be in an amount equal to one hundred percent (100%) of the total estimated cost for completing construction of the specific public improvements, as estimated by the Developer's Engineer and approved by the City Engineer.
3. Term Length - The term length in which the bond is in force, for the duration of that phase of the project, shall be until completed and accepted by the City Engineer.
4. Bonding for Surety Company - The bond shall be with a surety company authorized to do business in the State of Idaho, acceptable to the Council.
5. The escrow agreement shall be drawn and furnished by the subdivider to the satisfaction of the Council.

- b. Cash Deposit, Certified Check, Negotiable Bond, or Irrevocable Bank Letter of Credit.
  1. Treasurer, Escrow Agent or Trust Company - A cash deposit, certified check, negotiable bond or an irrevocable bank letter of credit such surety acceptable by the Council, shall be deposited with an escrow agent or trust company.
  2. Dollar Value - The dollar value of the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be equal to one hundred percent (100%) of the estimated cost of construction for the specific public improvements, as estimated by Developer's Engineer and approved by the City Engineer.
  3. Escrow Time - The escrow time for the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be until all required improvements are completed and accepted by the City Engineer.
  4. Progressive Payment - In the case of cash deposits or certified checks, an agreement between the City and the subdivider may provide for progressive payment out of the cash deposit or reduction of the certified check, negotiable bond or irrevocable bank letter of credit, to the extent of the cost of the completed portion of the public improvement, in accordance with a previously entered into agreement.

### III.

Developer agrees to retain a Professional Engineer, hereinafter called the Developer's Engineer, registered by the State of Idaho to perform the following minimum Engineering Services in accordance with Title 10 Chapter 12 Section 4-1 of the City Code:

- a. Prepare a master utility plan showing the location of all existing and proposed utility lines to include but not be limited to sewer, water, gas, electricity, telephone, irrigation, pressure irrigation and storm sewer.
- b. Prepare detailed plans and specifications for construction of all improvements required by this Agreement and shall include but not be limited to a complete set of construction plans, including profiles, cross-sections, specifications and other supporting data, for all required public streets, utilities and other facilities. Such construction plans shall be based on preliminary plans which have been approved

with the preliminary plat, and shall be prepared in conjunction with the final plat. Construction plans are subject to approval by the responsible public agencies. All construction plans shall be prepared in accordance with the public agencies' standards and specifications.

- c. Perform construction surveying, staking, testing, inspection and administer the construction of all facilities required by this contract.
- d. Submit all test reports, inspection reports, change orders and construction diaries to the City Engineer every week during the construction of the development or subdivision.
- e. Prepare and submit an updated copy of the enclosed development and subdivision checklist to the City Engineer every week during the construction of the development or subdivision, and also upon completion of the project.
- f. Submit to the City Engineer the final plans, and master utility plan for the City records showing any approved changes to the original plans and specifications. A permanent drawing in ink on approved transparent polyester drafting film and an electronic media copy of the plans in ACAD 2000 using City standard format shall be provided within thirty (30) days after completion of the project.
- g. Submit a letter upon completion of construction stating that the work has been constructed in conformance to the plans and specifications, with the certification by the Developer's Engineer that improvements were constructed to the lines and grades shown.

The above work shall be subject to the approval of the City Engineer.

The City agrees to provide asphalt pavement testing for conformance with City standards, but it shall be the responsibility of Developer's Engineer to provide all necessary quality control during construction. All tests shall be taken at a frequency based upon City of Twin Falls Standard Specifications.

The Developer agrees to: (1) allow the City full and complete access to the work (2) provide all materials necessary to conduct all tests (3) supply all water necessary to test pipe joints and (4) provide the equipment and perform or have performed any testing of manufactured materials required by the City Engineer.

The Developer shall submit a letter to the City Engineer upon completion of the project, requesting that the City assume the responsibility for maintenance and operation of all public improvements as stated herein.

IV.

The Developer agrees to obtain a permit or letter of approval from the Twin Falls Highway District or the State of Idaho Department of Highways prior to constructing improvements on their respective right-of-ways. The original or a certified copy of said permit or letter shall be submitted to the City Engineer prior to beginning of construction thereon.

V.

The Developer agrees to dedicate rights-of-way to the public for the development of all streets and alleys in accordance with the City Master Street Plan and to dedicate easements for the maintenance and operation of all public utilities. The size and location of said rights-of-way and easements shall be determined by the City Engineer.

VI.

The Developer hereby agrees and petitions the City to annex into the corporate limits of said City, the above described real property that is contiguous with the same or becomes contiguous to said City limits. Developer agrees to annexation of said real property by the City upon the terms and conditions as shall be set forth by said City.

VII.

The Developer and the City agree that the improvements listed herein are required unless specifically waived by action of the City Council and that said improvements will be constructed on any public rights-of-way or easements approved and accepted by the City Council all as designed by the Developer's Engineer and approved by the City Engineer and in accordance with standards established by the City Engineer and that all required improvements will be completed in a timely manner. If improvements are not completed in a timely manner, the Developer shall provide an updated, current version of the developer's agreement and financial guarantee for City Council consideration.

VIII.

The Developer agrees to pay the total actual costs of all materials, labor and equipment necessary to completely construct all of the improvements required herein, except those costs specifically shown to be paid by the City and to construct or contract for the construction of such improvements.

## IX.

Developer agrees to pay the total extra cost of all additional materials, labor and equipment necessary to construct any streets the City requires to be wider or deeper than a standard street or any water or sewer lines the City requires to be larger than the size required to properly serve the development. The requirement for wider and deeper streets shall be based on the City Master Street Plan. Requirements for larger water and sewer lines shall be based on the citywide sewer and water system sizing guidelines.

## X.

The City shall provide no compensation for the cost of an oversize water or sewer line. In the case of water or sewer lines extended adjacent to or outside the limits of development, the Developer shall be eligible for payback from adjacent property owners pursuant to Resolution No. 1182. The Developer shall also be eligible for compensation when a private developer extends or connects to any water or sewer system previously installed by private developer, pursuant to Resolution 1651.

## XI

Developer agrees to request in writing that the Developer's Engineers make the inspections required herein and the Developer or his Contractors shall not proceed with the next construction phase until the required inspection is complete and the work has been approved by the Developer's Engineer, the City Engineer or the Engineer's authorized inspector. All such inspections shall be scheduled in accordance with the City of Twin Falls Standard Specifications. Developer agrees to pay all costs resulting from: 1) his failure to properly schedule and request a required test or inspection or 2) proceeding with work before receiving approval to proceed. Developer agrees to remove or correct any rejected, unapproved or defective work or materials as required by the Developer's Engineer or the City Engineer. Any such defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be removed within ten (10) days after written notice is given by the Developer's Engineer or the City Engineer, and the work shall be re-executed by the Contractor at his expense. The fact that either Engineer may have previously overlooked such defective work or materials shall not be a basis for acceptance of any part of it.

The issuance or approval of plans, specifications and computations shall not be construed as an approval of any violation of any provisions of City code, specifications, standards, policy, or any

other ordinance of the City. Approvals of plans that may violate City code, specifications or departmental policies will not be valid.

The approval of construction plans, specifications, and other data shall not prevent the City from thereafter requiring the correction of errors or omissions in said plans or specifications prior to or during actual construction or final acceptance by the City.

The Developer shall remove from all public property all temporary structures, rubbish, and waste materials resulting from their operation or caused by his employees.

The Developer shall guarantee all materials, workmanship and equipment furnished for a period of one (1) year from the date of written acceptance of the work by the City Engineer or authorized representative.

The Developer shall be responsible for any damage to any existing public improvements and shall repair or replace any such damage as required by the City Engineer, during or after completion of this project.

## XII.

The City and the Developer agree to the following minimum for Required Improvements, City Costs, Required Inspections and to any other improvements, approved or required by the City Council and shown on the approved construction plans.

### PUBLIC WAYS

#### (a) Required Improvements

- (1) Curb, gutter and sidewalk on all public street rights-of-way.
- (2) A standard residential street thirty six feet (36') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course on all public street rights-of-way serving residential use property.
- (3) Minor residential and private streets as specified in the City of Twin Falls Standard Drawings.
- (4) A standard commercial or collector street forty eight feet (48') wide with an eleven inch (11") gravel course and three inch (3") asphaltic concrete surface course on all public street rights-of-way serving commercial use property or as a collector street. Whenever a street serves an industrial use property the City Engineer will determine the appropriate structural section.

- (5) A service-road twenty four feet (24') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course and with concrete curb-gutter or curb and valley-gutter on all public service road rights-of-way.
  - (6) A sidewalk five feet (5') wide minimum on all public pedestrian rights-of-way. Four foot (4') sidewalks by special permission of the City Council are allowed by City of Twin Falls Standard Drawings for minor residential streets under certain conditions.
  - (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A tract of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to arterial and collector streets. Within that tract the developer shall install landscaping six feet (6') in depth with a sprinkler system and with grass and trees behind the curb line and shall also install a five foot (5') sidewalk. The landscaping will be maintained by the city and funded through a fee added to the water bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. TFCC §10-12-4.2(O).
  - (8) Street signs and traffic control devices on all public streets.
  - (9) Street lights as determined by City policy for street light installation.
- (b) City Costs
- (1) The cost of any street signs or traffic control devices installed by the City on new or existing streets.
  - (2) The cost of any required street lights (standard luminaires mounted on a wood pole). The Developer shall pay the extra cost of any decorative luminaries or poles. Prior approval will be required, and the cost of maintenance, replacement and power usage will be considered.
- (c) Required Inspections and Testing
- (1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

#### WATER SYSTEM

- (a) Required Improvements

- (1) Pursuant to City Code Section 7-8-3, 7-8-10 and 10-12-4.2 water line and fittings six inch (6") minimum diameter that will transport a flow of water, which will satisfy fire, domestic, other water demands of the development, based upon the City water pipe sizing plan and computer water model. Water line extension shall include connection from the existing City Water System to each building site and fire hydrants and then loop back to the City System in a manner that will provide a properly functioning system approved by the City Engineer, Water Superintendent and Fire Chief. If the development is to be constructed in phases, the water system shall be looped back to the City system during the first phase. No dead-end lines will be allowed during any phase of the project.
- (2) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City water distribution network in accordance with existing sizing guidelines.
- (3) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users or creating a critical situation in the suppression of fires.
- (4) Fire hydrant connections and fire hydrants spacing to substantially comply with the minimum standards suggested by the Fire Rating Bureau and American Water Works Association. Fire hydrants are required in all developments.
- (5) One water service line shall be constructed to each building site at the time the water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way.

During construction of the curb the letter W shall be stamped into the top or face of the curb directly in front of the water meter box. The impression shall be not less than one and one half inches (1½") high. Meters shall be grouped at adjacent side lot lines when possible or at another location if requested by the Developer and approved by the City Engineer and Water Superintendent. Water meter boxes will not be allowed in driveway approaches. Any cost associated in relocating meters from driveway

approaches will be the responsibility of the Developer or Lot Owner. Temporary address or lot number signs shall be staked at the location where the water meter box is to be installed. The City may install multiple water meters in a single water meter box.

The City will make the water line tap only after all appropriate tap fees for a Water Connection General Permit have been received and permits issued. All new water service line and connections made from existing water service mains to service any new development will be the responsibility of the Developer. The City will make the necessary service line tap after payment of the required water connection general permit fees.

- (6) One water service line tap, meter box, and service line shall be constructed for each building connected to the City water system. It is understood and agreed that the City will make all service line taps and install all meter boxes and that the fee paid by the developer for a Water Connection General Permit will reimburse the City for such work.
- (7) It is further understood and agreed that the City will make all connections to the existing water system. The City will disinfect the new water system at the developer's expense.

(b) City Costs

- (1) None.

(c) Required Inspections

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-7-4, 7-7-11 and 10-12-4.2 a waste water collection system (eight-inch (8") minimum diameter) that will transport a flow of waste water, under conditions of maximum and minimum discharge from the development, to the existing City waste water system.
- (2) Waste water sewer lines adjacent to or internal to the development will be sized to continue the orderly expansion of the City Waste Water Collection

System in accordance with existing sizing guidelines and computer sewer model.

- (3) Manholes to provide access for maintenance and cleaning of the sewer lines located at any change of grade or alignment of the sewer, at the end of each sewer and spaced not more than four hundred feet (400') apart.
- (4) During construction of the curb the letter S shall be stamped into the top or face of the curb directly in front of the sewer service line location. The impression shall be not less than one and one half inches (1½") high.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

### DRAINAGE SYSTEM

(a) Required Improvements

- (1) Any valley-gutters, ditching, grading or other surface drainage facilities necessary to convey any storm run-off originating from or traversing across the proposed development over the land surface to a point of retention, detention or discharge approved by the City Engineer.
- (2) Any catch basin, storm sewer and other sub-surface drainage facilities necessary to convey any storm run-off, originating from or traversing across the proposed development, to a point of retention, detention or discharge approved by the City Engineer, that cannot, in the City Engineer's opinion, be conveyed over the land surface without causing damage to public or private property or without being an unreasonable inconvenience or hazard to a private individual, a group of individuals or the general public.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

GRAVITY IRRIGATION SYSTEM(a) Required Improvements

- (1) Any pipe, boxes or other appurtenances necessary to convey all irrigation water in underground pipe across the development and any adjacent public property. Irrigation facilities outside an established City irrigation district shall be constructed in an irrigation easement on private property except where it is necessary for irrigation water to cross the public right-of-way and all such crossings shall be perpendicular to the center line of said right-of-way unless otherwise approved by the City Engineer due to some unusual condition.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

PRESSURE IRRIGATION SYSTEM(a) Required Improvements

- (1) Pursuant to Section 7-8-3 of the City Code, the use of the City's potable water supply as the primary source of irrigation water in all new developments shall be prohibited. For purposes of this subsection, the term "new development" means any new subdivision or PUD, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or PUD. One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be deeded to the City of Twin Falls before the filing of the final plat for use in the City's pressurized irrigation system.
- (2) Pressure irrigations water line and fittings shall be four inch (4") minimum diameter or larger that will transport a flow of water, which will satisfy all irrigation water demands of the development,

based upon the computer irrigation water model that the developer's engineer has prepared.

- (3) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City Pressure Irrigation water distribution network in accordance with existing sizing guidelines.
- (4) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users. One pressure irrigation water service line shall be constructed to each subdivision lot site at the time the pressure irrigation water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way. One Pressure irrigation water service line tap, irrigation box, and service line shall be constructed for each subdivision lot connected to the City pressure irrigation water system.
- (5) The Developer shall be responsible for all costs incurred in designing and installing the pressure irrigation station. This includes the land, pumps, motors, filters, buildings, delivery system to the station from the TFCC head gate, storage pond, Supervisory Control and Data Acquisition (SCADA) system, and power to the station.
- (6) All pressure irrigation system plans must be prepared by the Developer's engineer shall be according to the City's standard specifications and drawings. Plans submitted to the City shall be signed by a Professional Engineer for review and final approval,

before the City Engineer will sign the plat or approve construction plans.

(7) The Pressure Irrigation System shall be located within easements, right of ways and/or property deeded to the City of Twin Falls.

(b) City Cost.

(1) None

(c) Required Inspections and Testing

(1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

SPECIAL FEATURES

Pursuant to commitments made by the Developer as conditions of approval of the development, the following special features shall be constructed:

a) Required Improvements

PER P.U.D. AGREEMENT

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b) City Costs

(1) None.

XIII.

The City and the Developer agree that the sequence of construction shall be as follows unless special approval in writing is obtained from the City Engineer:

1. Erosion and sedimentation controls.
2. Stormwater retention and detention facilities.
3. Waste water sewers and service connections.
4. Waste water manholes.
5. Storm sewers and catch basins.
6. Gravity irrigation pipes and boxes.
7. Pressure irrigation lines, service connections, etc.
8. Water lines and service connections.
9. Gas lines, power lines, telephone lines and cablevision lines.
10. Any other underground improvements that are required.

11. Sub-base preparation for public ways.
12. Gravel base course for public ways.
13. Curb-gutter, valley-gutter and sidewalk.
14. Gravel leveling course.
15. Asphalt paving.
16. Special Features.

XIV.

The Development may be phased as indicated on the attached development plan submitted by the Developer and approved by the City Engineer.

The terms of the basic agreement shall apply individually to each phase shown on the attached plan as though each phase were a separate and independent development providing each phase is begun in the sequence indicated on the development plan.

The two (2) year time limit, (indicated in Section VII of the Agreement) for completing the required improvements shall begin for each phase when the Developer sells a lot or an application or a building permit to construct a building within the phase has been received by the City.

The Developer may cease further development after completing any phase and before beginning the next phase and the basic agreement shall terminate in accordance with Section XVI, of the basic agreement for any undeveloped phases of the development originally proposed in the basic agreement.

XV.

This agreement shall bind the parties hereto, their heirs, successors in interest, and lawful assigns.

XVI.

In the event of a breach of Agreement, or should legal action of any kind be taken to enforce the provisions, hereof, the prevailing party shall be entitled to reasonable attorney fees and costs awarded by the Court.

Attest:

CITY OF TWIN FALLS, IDAHO

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

\_\_\_\_\_  
Mayor

Developer

WS&V, LLC

*Debra D. Vellum*

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public for Idaho, personally appeared \_\_\_\_\_, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at Twin Falls, Idaho

CORPORATION

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public for Idaho, personally appeared \_\_\_\_\_, known or identified to me (or proved to me on the oath of \_\_\_\_\_) to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



NOTICE OF DEVELOPER'S AGREEMENT

NOTICE IS HEREBY GIVEN, that a document entitled "Improvement Agreement for Developers" (hereafter "Agreement") has been executed and filed with the City of Twin Falls, Idaho, for the following named subdivision:

The Agreement imposes certain obligations upon the developer for the development of the subject property, and upon the developer's heirs, successors in interest and lawful assigns. Details of the conditions and obligations may be found by examining or photocopying the Agreement at the Office of the City Engineer, 321 2<sup>nd</sup> Avenue East, Twin Falls, Idaho 83301.

CITY OF TWIN FALLS, IDAHO

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

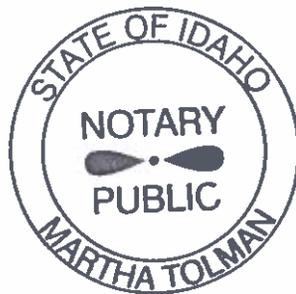
\_\_\_\_\_  
Mayor

Developer  
WS&V, LLC  
Douglas D. Vollmer

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

On this 4<sup>th</sup> day of December, 2015, before me, the undersigned, a Notary Public for Idaho, personally appeared Douglas Vollmer, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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



Martha Tolman  
Notary Public for Idaho  
Residing at Twin Falls, Idaho  
exp 10/17/18



**Date:** Monday, December 14, 2015  
**To:** Honorable Mayor and City Council  
**From:** Troy Vitek, Assistant City Engineer

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**Request:**

Consideration of a request to approve a trust agreement for **WS&V Subdivision First Amended**, placing Lots 4 & 5, Block 1 into trust.

**Background:**

The final plat for the WS&V Subdivision First Amended was approved by City Council on February 6, 2012. The WS&V Subdivision First Amended is located on the northwest corner of North College Road West and Field Stream Way. The developer is requesting to place Lots 4 & 5, Block 1 in trust in lieu of constructing the improvements.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between **WS&V, 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 4 and 5, Block 1**

**All in WS&V SUBDIVISION FIRST AMENDED**, according to the official plat thereof recorded in Book 24 of Plats, page 13, records of Twin Falls County, Idaho.

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 4 and 5, Block 1 in WS&V Subdivision First Amended, 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: 12-7-15, 2015

TRUSTOR:  
WS&V, LLC

BY: Douglas Vollmer  
Douglas Vollmer, Member

Date: 12/4/15, 2015

TRUSTEE:  
TITLEFACT, INC.

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

Date: \_\_\_\_\_, 2015

BENEFICIARY:  
CITY OF TWIN FALLS, IDAHO

BY: \_\_\_\_\_

STATE OF IDAHO  
County of Twin Falls

On this 7th day of December, 2015, before me, a Notary Public in and for said State, personally appeared **DOUGLAS VOLLMER**, known or identified to me to be the Member of the limited liability company of **WS&V, LLC.**, an **Idaho Limited Liability Company** 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 WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Martha Tolman  
Notary Public for Idaho  
Residing in: Twin Falls  
Commission expires: 10/17/18

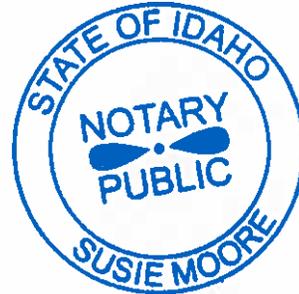


STATE OF IDAHO  
County of Twin Falls

On this 4th day of December, 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

Susie Moore  
Notary Public for Idaho  
Residing at: Twin Falls  
My Commission expires: 11-28-2020



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:

**"EXHIBIT A"**

**PHASE CONTROL DEVELOPMENT NOTICE**

THIS NOTICE prohibits the conveyance of Lots 4 and 5, Block 1 in **WS&V SUBDIVISION FIRST AMENDED**, 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:

**Lots 4 and 5, Block 1**

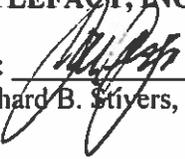
**All in WS&V SUBDIVISION FIRST AMENDED**, as platted in the records of Twin Falls County, Idaho.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015

**Developer**

BY:   
\_\_\_\_\_  
Douglas Vollmer, Member

**TITLEFACT, INC.**

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



River Mist Path

Cobble Creek Rd

Misty Meadows Ct

Misty Meadows Trail

N College Rd W

Castlewood Dr

Google earth

© 2015 Google

519 ft

1993

Imagery Date: 9/8/2013 42°35'13.72" N 114°30'22.83" W elev 3653 ft eye alt 5982 ft





December 4, 2015

Twin Falls City Council  
P.O. Box 1907  
Twin Falls, ID 83301

Dear Mayor Hall and City Council Members:

The current Board of Trustees of the Twin Falls Public Library request that John Van Engelen, who resides at 2544 Carriage Way, Twin Falls, be appointed by the City Council to serve as a Library Trustee for a full-term of office from January 2016-December 2020.

Mr. Van Engelen expresses strong interest in the Library, as stated in the attached letter, and is prepared to accept the full responsibilities of a working Library Trustee for his term of office.

Sincerely,

Tara J. Bartley, Director



**Date:** Monday, December 14, 2015  
**To:** Honorable Mayor and City Council  
**From:** Bill Baxter, Utility Billing Supervisor/Finance Accountant

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**Request:**

Consideration of a request to renew the PSI Sanitation Contract

**Time Estimate:**

The staff presentation will take approximately five (5) minutes. The applicant would like to give a five (5) minute presentation.

Following the presentations, staff anticipates some time (15 to 20 minutes) for questions and answers.

**Background:**

The City's 2010-2015 contract expires in December of 2015. At the time of establishing that contract three competitors bid the sanitation collection services, and PSI won the contract. The proposal letter previously provided to Council members for the May 11<sup>th</sup> Council meeting discusses the investment PSI has made in the services, and the community, and offers options for a renewed 5 year contract, and a renewed extended contract period for 10 years. A copy of the referenced letter is attached. At the May 11<sup>th</sup> Council meeting, a motion was made and approved for City staff to work with PSI on options to address different services provided to the citizenry.

**Approval Process:**

Council motion and vote.

**Budget Impact:**

The 2014-2015 City Budget included \$1,709,000 for residential garbage and recycling collection services. The 2015-2016 City Budget includes \$ 1,774,000 for these services.

The Council's approval of this request would have no impact on the current fiscal year budget. Any impact will be to the City's future budgets in terms of the amounts paid for the sanitation and recycling collection services.

**Regulatory Impact:**

There is no regulatory impact for this item. Section 50-344 of the Idaho Code provides for the right of the City of Twin Falls to select a residential solid waste handler.

**Conclusion:**

Staff recommends that the Council accept the proposed terms under an addendum to the current contract term and provide staff and PSI the period through September 30, 2016 to investigate and propose service options to be included in a 10 year contract to be brought to Council before that date.

Services provided by PSI have been responsive to the needs of the City and community throughout the almost five (5) years of the current contract, including rapid responses to any complaints related to service dates or collection issues, investigating all service and equipment

performance complaints, and providing follow up collection service when a problem has arisen with a citizen missing their assigned day. PSI has demonstrated good team work with Utility Services and the Code Enforcement staff to correct and manage problems with service requests differing from that which the City has been charging for. PSI staff have helped address issues with troublesome addresses, as well as with citizen expectations, and have always maintained a professional approach and attitude in all situations. Community involvement and assistance to the City has been consistent and helpful at all times.

**Attachments:**

1. PSI letter dated March 4, 2015
2. Copy of 2010 to 2015 PSI contract
3. Copy of proposed Addendum to 2010 to 2015 PSI contract



March 4, 2015

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

PSI has been a proud partner with the City of Twin Falls since we started providing refuse collection services to the city in 1970. Through the city's own customer satisfaction survey Twin Falls residents continually rank PSI as one of the best services provided. In the last ten years alone, PSI has invested more than \$3.7 million in equipment to provide this service, of which \$1.45 million was invested in the single stream recycling program alone. PSI also has over \$900k invested in land and buildings within Twin Falls city limits.

PSI provides full-time employment for 38 local residents, and serves as a divisional headquarters for a four-state Mountain West Division. Five division employees, living and working in and around Twin Falls, are dedicated to the Management and Accounting of operations located across Idaho, Nevada, Montana and Wyoming.

Here are some quick stats from the year ending 12/31/2014:

- \$2,180,000 in wages paid locally
- \$432,000 in company paid health and retirement benefits
- \$3,100,000 in local Operating Expenses
  - Note: truck and container purchases are capital expenses not included in this number.
  - Included in operating expenses are property taxes paid to Twin Falls County of \$32k annually, \$13k of which are paid to the City Taxing district.

Raw expenses and expenditures only tell part of the story. PSI is committed to our municipal partners, employees and the community. We aim to do the right thing at the right time, and for the right reason.

Average wage for PSI hourly employees is \$16.15 per hour excluding benefits and overtime - 9.7% higher than the Idaho industry average of \$14.72 per hour according the Federal Bureau of Labor Statistics.

We are dedicated to spending money with local vendors operating in the Twin Falls area, employing local people. As a community partner PSI has donated to the City of Twin Falls Sustainability fund, and provided free portable toilet service to Twin Falls City Parks. Other worthy local causes we support are:

- |                             |                             |                                     |
|-----------------------------|-----------------------------|-------------------------------------|
| • Twin Falls Public Library | • Boy Scouts & Girl Scouts  | • Dance/Sports teams                |
| • Twin Falls YMCA           | • St Vincent's Thrift Store | • Twin Falls School District        |
| • Business Plus             | • Western Days Parade       | • Many others too numerous to list. |
| • Paint Magic               | • Christmas Parade          |                                     |

Altogether, local cash donations and sponsorships totaled \$35k in 2014. This number does not include the value of services donated. Our most proud accomplishment came just this last year when our employees came up with an idea to support needy families in our area by providing complete holiday meals for families on Thanksgiving and Christmas. Through employee contributions, and PSI's company match we were able to provide 115 complete meals this year! Our goal for 2015 is to provide at least 100 meals at Thanksgiving and another 100 at Christmas.

At PSI we are proud to serve the City of Twin Falls and its residents, and request the honor of continuing to do so. We are requesting a renewal of our residential solid waste and recycling collection contract.

There have been some unfortunate developments recently in the recycling commodity markets. Pricing pressure has been increasingly negative. As you are aware, the material has had \$0 value for several years. Over the past year, the market has softened significantly more. Recent labor disputes at west coast ports have made things even worse. Beginning in February 2015, recycled material was \$15/ton charge to recycle. In March this number has risen to \$35/ton. It is expected to rise to \$45/ton in April, and these prices are expected for the next year. It is possible to not return to \$0 or rebate for several years. Our current contract for the city calls for a 50/50 share of proceeds on the recycling material, but rather than request reimbursement from the City PSI would like to pose the following contract renewal options.

**Option 1:** PSI requests a 5 year contract extension. PSI will pay for all processing & transportation fees on all single-stream recycling materials collected (see Recycle cost attachment A) starting in February 2015. As the commodities market recovers PSI would continue to share one half of that recycle income with the city. As a partner with the city, PSI is committed to the recycle program both philosophically and financially. Our exposure with this option is anywhere from 0 - \$450k over the 5 years. Realistically we expect the cost to be in the \$200-\$250k range with this option.

**Option 2:** PSI requests a 10 year contract extension. Recycling processing fee promise from Option 1 remains with this option. Our exposure doubles with this option, however we are hoping that the markets will recover in a few years. With this option PSI would offer to donate to the city all collection services we currently provide for seasonal parks and permanent collection city locations (Fire Dept, City Shop, etc.). The value for this service over 10 years is over \$324,000.

In either option, monthly collection rates would be adjusted annually just as they are in the current contract. The current rates are \$10.14 full service, and \$4.80 for one can service. In addition, PSI would like to offer Nuisance Property Service and an annual Clean Up Day.

With Nuisance Property Service, PSI will provide a suitable container (Dumpster or Roll Off) at the request of the City for the City's use to clean up nuisance properties. PSI will provide the city with a bill for the service. If the City is able to secure payment for the service from the property owner, the city will remit payment to the PSI. If the city is unable to secure payment from the property owner, PSI will consider the service donated to the City.

For the annual Clean Up Day, PSI will donate five (5) roll off containers and hauls, with the city paying only for disposal. Containers may be placed at different locations as requested by city staff.

We appreciate the opportunity to service the city of Twin Falls and look forward to providing continued service to the residents of Twin Falls for this extended period.

# City of Twin Falls

## Attachment A

### 5 yr Contract

Recycling	Year 1	Year 2	Year 3	Year 4	Year 5	Total
\$5/ton	9,808.03	9,906.11	10,005.17	10,105.22	10,206.27	\$ 50,030.78
\$15/ton	29,424.08	29,718.32	30,015.50	30,315.65	30,618.81	\$ 150,092.35
\$25/ton	49,040.13	49,530.53	50,025.83	50,526.09	51,031.35	\$ 250,153.92
\$35/ton	68,656.18	69,342.74	70,036.16	70,736.53	71,443.89	\$ 350,215.49
\$45/ton	88,272.23	89,154.95	90,046.50	90,946.96	91,856.43	\$ 450,277.06

# City of Twin Falls

## Attachment B

### 10 yr Contract

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
<b>Recycling</b>											
\$5/ton	9,808.03	9,906.11	10,005.17	10,105.22	10,206.27	10,308.33	10,411.42	10,515.53	10,620.69	10,726.89	\$ 102,613.64
\$15/ton	29,424.08	29,718.32	30,015.50	30,315.65	30,618.81	30,925.00	31,234.25	31,546.59	31,862.06	32,180.68	\$ 307,840.93
\$25/ton	49,040.13	49,530.53	50,025.83	50,526.09	51,031.35	51,541.66	52,057.08	52,577.65	53,103.43	53,634.46	\$ 513,068.21
\$35/ton	68,656.18	69,342.74	70,036.16	70,736.53	71,443.89	72,158.33	72,879.91	73,608.71	74,344.80	75,088.25	\$ 718,295.50
\$45/ton	88,272.23	89,154.95	90,046.50	90,946.96	91,856.43	92,775.00	93,702.75	94,639.77	95,586.17	96,542.03	\$ 923,522.78

### City Service

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
	29,621.20	30,213.62	30,817.90	31,434.25	32,062.94	32,704.20	33,358.28	34,025.45	34,705.96	35,400.08	324,343.88

COPY

Term 10/1/2010 thru

12/31/15  
C-4198 (see pg. 4)

CITY OF TWIN FALLS, IDAHO

RESIDENTIAL SOLID WASTE COLLECTION & DISPOSAL SERVICES,  
INCLUDING THE COLLECTION AND PROCESSING OF RECYCLABLES

CONTRACT

This Contract made and entered into this 20th day of September, 2010, by and between the City of Twin Falls, Idaho, hereinafter called "City" and PSI Environmental Systems, Inc., hereinafter referred to as "PSI."

NOW THEREFORE, it is agreed as follows:

1. **SERVICES:** The City provides curbside collection of solid waste, recyclables, and yard waste to its residents.
  - A. **Primary Services:** The primary service to be provided are:
    1. **Single-family residential solid waste collection and disposal, and curbside recycling program:** PSI shall collect at curbside on a weekly basis all solid waste, as defined herein or under rules and regulations that may from time-to-time be promulgated by the City, placed curbside for collection, unless the item or waste product is specifically excluded in this contract or the Twin Falls Municipal Code. PSI shall be responsible to provide each single-family residential customer with a single 95-gallon trash receptacle. Changes to the
    2. **"One-Can" Services:** The "one-can" service allows existing customers to be able to have a smaller 35-gallon receptacle for solid waste sanitation services. Subscribers to this service are not eligible to participate in the City's curb-side recycling program. Based on 2005 City Council action, no new customers are eligible to participate in this program.
    3. **Additional Solid Waste Receptacles:** PSI shall provide additional 95-gallon trash receptacles to Twin Falls single-family residential customers who request this service. PSI shall be responsible for supplying, billing and collecting all fees and rents from all single-family residential solid waste customers who request additional receptacles.
    4. **Bulky and large item collection and disposal:** On a monthly basis, PSI shall collect all bulky and large items placed out for disposal, including, but not limited to, appliances, furniture, cabinets, countertops, small automobile parts, obsolete burning barrels, play equipment, mattresses and bedsprings, carpets and pads, toilets, bathtubs, fences, fence posts, landscape timbers, and similar items. Bulky and large items that are too large to fit in the packer truck may be collected with a different vehicle no later than noon of the day following the regularly scheduled pickup day.
    5. **Building or home improvement waste:** PSI shall collect a reasonable amount of building waste resulting from a property owner's or resident's home improvement projects. Examples of this type of waste may include lumber, plywood, siding, drywall, concrete

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rubble, bricks, windows, etc. Building or home improvement waste may be loose or stacked; it shall not have to be placed into containers to be picked up. PSI shall pickup the waste whether it is in containers or not.

A "reasonable amount" shall mean an amount of waste generated by a small to moderate home improvement project performed by the property owner. Generally, this shall mean approximately ½ cubic yard of building waste per week. If the property owner exceeds this amount, then PSI shall remove approximately ½ cubic yard and the remainder of the waste shall be tagged and the generated from residential dwellings.

6. Yard waste collection and processing: PSI shall collect at curbside on a weekly basis all yard waste including cut grass, leaves, cut weeds, shrub trimmings, brush, twigs, small branches, sod, and similar items placed in appropriate containers or prepared for collection in accordance with rules and regulations for the disposal of yard waste.
7. Recyclable collection and processing: PSI shall collect at curbside on a weekly basis at least the following recyclables:
  - Newspapers, including inserts
  - Metal (steel, tin, and aluminum) cans, lids, and foils
  - Flattened corrugated cardboard (OCC)
  - Cereal box-type paperboard
  - Any other materials that PSI may wish to specify.

At a minimum, all recyclables shall be placed at curbside in a separate, 18-gallon recycling container (blue box). The "blue box" container is to be supplied by PSI and is included in the base price. PSI shall deliver a recycling container to all single-family customers upon account set-up.

All revenues received from the collection of recyclables shall be split equally and shared between the City of Twin Falls and PSI.

If the City of Twin Falls implements a single-stream curbside recycling program, as described and defined in Section 5 of this Contract, PSI shall be responsible to also collect magazines, mail inserts and other "junk mail" items, "office paper" and plastic containers where bottom is larger than the opening. PSI shall be required to collect curbside, single-stream recyclables once every two weeks.

8. Residential Collections: All solid waste collected shall be disposed of at the South Central Idaho Transfer Station, located at 2186 Orchard Drive East in Twin Falls, Idaho. All recycling materials shall be sent to an appropriate recycling facility.
9. Accommodation of Disabled Persons: In accordance with the Americans with Disabilities Act, PSI shall provide accommodation to those who request it, including on-site collection to disabled residents who are unable to place their solid waste, yard waste, and recyclables at curbside for collection. The City will not publicize this service but will advise PSI of any requests for accommodation submitted to the City. The City will be provided with a copy of PSI's written determination on any request for accommodation.

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- B. **Optional Service Requirements:** Upon written request of the City, PSI shall provide once-a-month special collection service. This service shall consist of the loading, hauling and placing of all loose debris and solid waste, exclusive of building materials, rock, earth, sod, manure and automobile bodies, that may have accumulated on any or all residential streets and alleys within the City.
- C. **Extra Service Requirements:** PSI shall do such extra work in connection with this Contract as the City Manager or his agents may direct. No allowance for extra work of any kind shall be made unless PSI shall have been furnished an extra work order authorizing such work and an agreement for payment approved by the City Manager. PSI will provide, at the customer's expense, additional service to remove prohibited materials. Such service shall be provided upon request. PSI is responsible to notify the customer of the service.
- D. **Public Education:** PSI shall work with the City in promoting recycling and proper disposal of solid waste and yard waste. Public education efforts may include brochures, signs, videos, and presentations to classes and community groups. The cost of these services shall be included in the basic bid price.
- E. **Incidental Service:** All minor details of work which are not specifically mentioned in this Contract, but are obviously necessary for the proper completion of the work, shall be considered as incidental and as being part of, and included with, the work contracted herein, and no extra compensation shall be allowed PSI for the performance thereof.

All solid waste, collected from whatever source, shall be delivered to the Southern Idaho Solid Waste Transfer Station for disposal. PSI's services shall be conducted in accordance the terms of this Contract and the Twin Falls City Code. Before work under this Contract shall be started, PSI shall meet and consult with the City Manager relative to materials, equipment, and all arrangements for performing the work.

**2. COLLECTION RESTRICTIONS:**

- A. **Items refused for pickup:** PSI shall provide the City with a list of items or types of solid waste that will not be picked up, that require special preparation before being collected (e.g. paint cans, tires, etc.), or any other limits on collection. The list of items shall not be changed without the approval of the City Manager or his designee.
- B. **Types of containers:** At minimum, PSI shall collect solid waste placed at curbside when the resident's issued 95 gallon container is full and when place in the following containers:
  - Approved plastic bags closed at the top weighing no more than 30 pounds.
  - Any container approved for solid waste collection weighing less than 50 pounds (container and contents combined) must be collected.

**3. COLLECTION DAYS, HOLIDAYS, TIMES AND ROUTES:**

- A. **Collection Days:** Collection days may not be altered without the City's consent and direction, which shall include at a minimum a 90-day notice to the residential customers. Currently, the collection days are Monday through Friday. Alternation of collection days will not be considered

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during the bidding and selection process.

- B. **Holidays:** Collection shall not be scheduled on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event of a collection postponed by a holiday, the collection day shall be on the following day. For example, if a recognized holiday were to fall on a Friday, the collection service would occur on Saturday. Normal collection will resume on the regular collection day the following week. By December 1st of the preceding year, PSI shall annually provide the City's Representative with the specific dates of the holidays affecting service for the coming year. Additionally, the Bidder will be required, at their sole cost, to notify the public about holiday collection schedules.
- C. **Times:** The collection times for all services shall be between the hours of 7 a.m. and 7 p.m. of the scheduled collection day, unless authorized by the City's Representative to exceed this time period. Sunday pick-ups are prohibited.
- D. **Routes:** Upon request, PSI shall provide to the City's Representative a map of the collection routes followed by PSI within the City.
- 4. **TERM:** The term of this Contract shall be for a period commencing on October 1, 2010, and ending December 31, 2015. Thereafter, the City and PSI may extend this Contract by mutual agreement upon the terms and conditions contained herein or upon such changed terms and conditions as they shall agree.
- 5. **COMPENSATION:** PSI, in consideration of the sum to be paid it by the City and the covenants and agreements herein contained, agrees at its own cost and expense to furnish all labor, materials and equipment necessary for the collection, loading, and hauling of solid waste for residents of the City of Twin Falls, Idaho in full compliance with this Contract. City shall be responsible for the collection and billing of the residential solid waste removal fees, as specified in this Contract.

In consideration for the services herein provided, City agrees to pay PSI the Base-Price for Residential Solid Waste Collection with Curb-Side Recycling program.

**Base-Price for Residential Solid Waste Collection with a Curb-Side Recycling Program:** The monthly unit-price for unlimited residential solid waste collection services with a curbside recycling program, as described in Section 1 of this Contract, is \$6.51.

City agrees to pay PSI the per customer amount for the customer count set forth herein on or before the 10th day of each month for the previous month for the first 15 months of the Contract term. On September 15 of each year during the term of this Contract, City and PSI shall determine the number of customers then receiving residential services. Ninety (90) days prior to each annual anniversary date beginning in July 2011 and each year thereafter, the City and PSI may negotiate a contract price adjustment in consideration of current prices, costs, and the cost of living indexes and changed circumstances. Such an adjustment shall, as nearly as possible, reflect PSI's actual operating costs and may not necessarily correspond to cost of living indexes. The per customer amount and count shall then be adjusted and made effective for the following fiscal year, which beginning October 1, 2011.

The City Council, after providing PSI 180 days notice, shall have the right to amend the level of

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service provided for in this contract. Qualifying levels of service and the corresponding base-price are as follows:

**Base-Price for Unlimited, Residential Solid Waste Collection Services:** The monthly unit-price for unlimited residential solid waste collection services, as described in Section 1 of this Contract, is \$5.56 per month.

**Base-Price for Residential Solid Waste Collection with a Curb-Side Recycling Program:** The monthly unit-price for unlimited residential solid waste collection services with a curb-side recycling program, as described in Section 1 of this Contract, is \$6.51 per month.

**Base-Price for "One Can" Service:** The monthly unit-price for "One Can" service, as described in Section 1 of this Contract, residential solid waste collection services is \$4.50 per month.

**Base-Price of Providing a Single-Stream Curbside Recycling Program:** The monthly unit-price for unlimited residential solid waste collection services, as described in Section 1 of this Contract, with a single-stream curb-side recycling program is \$9.31 per month. A single stream, also known as "fully commingled," recycling refers to a system in which all paper fibers and containers (mixed cans and plastics) are mixed together in a collection truck, instead of being sorted into separate commodities (newspaper, cardboard, and plastic) by the resident and handled separately throughout the collection process. In single stream, both the collection and processing systems must be designed to handle this fully commingled mixture of recyclables.

**Base-Price of Incentive Based Single-Stream Curbside Recycling Program:** The monthly unit-price for unlimited residential solid waste collection services, as described in Section 1 of this Contract, with the Recycle Bank program, an incentive-based recycling program, to the unlimited solid waste collection service to the single-stream curbside program is \$10.31 per month.

6. **RATE ADJUSTMENTS:** The Base-Bid prices, as illustrated in Section 5 of the Contract, will remain in effect until an adjustment has been successfully negotiated. No adjustment to the Base-Bid prices shall occur before October 2011. Thereafter, adjustments may be negotiated annually, as specified in the contract. For purposes of this Contract, a rate adjustment is defined as any temporary or permanent adjustment in the Base-Bid proposal.
7. **MAINTENANCE OF A BUSINESS OFFICE:** PSI shall establish and maintain an office within the City of Twin Falls and shall keep said office open for business during the normal hours of each working day throughout the year. In addition, PSI shall be available 24 hours per day for all days during the calendar year to perform all duties as required in this Contract should immediate performance of these duties be required to insure the health, welfare and safety of the people of the City of Twin Falls. PSI shall provide proper office space within the City limits of Twin Falls with sufficient telephones and personnel and shall quickly and expeditiously receive and answer all calls.
8. **EQUIPMENT:** For Primary Service Requirements, PSI must have a minimum of four (4) twenty cubic yard compactor truck units and have at least one stand-by unit for emergencies caused by breakdowns or unforeseen additional solid waste. For Secondary Service Requirements, PSI shall provide whatever equipment is necessary to best accomplish the work; preferably dump

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body trucks with tarpaulin covers. PSI shall maintain garaging and maintenance facilities for all equipment in a condition, and at a location, acceptable to the City insofar as zoning, traffic, home parking, and nuisance considerations are concerned. PSI shall maintain all trucks in a clean and sanitary condition and in a good painted condition and all the same color. All equipment necessary for the collection and hauling of garbage and refuse to be used by PSI shall be maintained so as to prevent leakage, spillage, or overflow. All equipment shall be clearly identified and assigned an equipment number displayed on both sides of the equipment in numerals at least six inches in height and with the firm name and telephone number similarly displayed. PSI shall not use a firm name containing "City of Twin Falls" or other words implying municipal sponsorship or ownership. Each vehicle hauling refuse in the City by PSI shall carry a fire extinguisher in accordance with the specifications approved by the City Fire Department and shall be inspected every June and December of each year of this Contract. PSI's garage facilities shall have adequate fire extinguishers on the premises at all times. All equipment that is unsuitable shall be immediately removed from service and shall be replaced with equipment approved by the City. Vector control will normally consist of spraying, etc., for the control of flies, mosquitoes, and other insects on or about PSI's equipment. PSI shall provide all vector control as directed by the City and as required by the State Health Department, and no additional charge will be made to the City. PSI shall have all equipment, materials, and supplies necessary for spraying, etc., as required for the proper control of flies, mosquitoes and other insects as directed by the City and the State Health Department. The City shall have the right, during normal working hours, to inspect the equipment used for the performance of this Contract.

9. **PERFORMANCE STANDARDS:** The Contractor shall be responsible for program management according to specific operating and personnel standards:
- The Contractor's vehicles shall be operated in accordance with applicable laws of the State of Idaho and local ordinances.
  - Service shall be provided as scheduled unless excused by the City Manager, or his designee.
  - The Contractor shall employ only competent and trustworthy workers and supervisors.
  - The Contractor's employees and supervisors shall conduct themselves in a courteous, honest, and professional manner. The Contractor shall take immediate action to correct the behavior of any employee or supervisor who is insolent, disorderly, careless, unobservant, dishonest, or acting in any way that is detrimental to the satisfactory progress of work under the contract.
  - The Contractor's employees shall be attired in a manner that is professional and as neat and clean as circumstances permit.
  - The Contractor shall exercise reasonable care and diligence in handling waste containers. Any waste spilled while emptying the containers shall be completely and immediately cleaned up by the Contractor.
  - The Contractor shall provide and maintain suitable, appropriate containers, as specified in this bidder information packet.
  - The Contractor must shall replace cans in an erect position with the lids replaced or placed adjacent to the container, except during windy conditions when the containers may be laid on their side to avoid the cans being blown away. The Contractor shall be responsible for the replacement of any containers damaged by its employees.
  - The Contractor shall have at least one field supervisor dedicated to overseeing the

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performance of the Contractor's workers in the City. The supervisor shall familiarize himself/herself with the City and the services required under these specifications

- The Contractor shall maintain an office for the receipt of service calls and complaints. The office shall be open and available for calls, at minimum, Monday through Friday from 8 a.m. to 5 p.m. as well as any time when the Contractor is performing services under the Contract in the City. The office shall contain at least two telephone lines with local numbers listed under the Contractor's name in the City's local telephone directory. The office shall have the ability to communicate with personnel in the field.
- Each complaint shall be investigated by the Contractor and responded to within one business day unless mutually extended by the Contractor and the complaining party. If the complaint concerns the failure of the Contractor to collect solid waste, bulk items, building material, yard waste, and/or recyclables as required by these specifications, the Contractor shall make the collection by 6:00 p.m. of the same day. There will be no exception to this requirement unless the collection has been altered due to a holiday or unforeseen circumstances and authorized by the City Manager, or his designee.
- The vehicles used for collection shall have a completely enclosed, watertight body, and shall be properly designed so that the wheel and axle loads with a fully-loaded body shall not exceed the schedule of weights allowed by the laws of the State of Idaho and the City. If it is not possible to fully load the body and stay within the limits of the law, the Contractor will be required to reduce the loads in the body until they comply with the law.
- The equipment shall be painted uniformly and must be maintained in good condition, appearance, and in a sanitary condition at all times. Each piece of equipment shall include the Contractor's name and each vehicle shall be assigned a number that is prominently painted on the vehicle. Sufficient equipment and personnel shall be furnished to make all collections completely within current collection schedules.

**10. CITY – PSI RELATIONS:**

**City Manager's Responsibility and Authority:** All work shall be done under the general supervision of the City Manager. The City Manager shall decide any and all questions which may arise as to the quality and acceptability of services provided.

**Inspection of Work:** All materials and each part or detail of the work shall be subject at all times to inspection by the City Manager. Such inspection may include field, or shop inspection, and any equipment used under this Contract is subject to such inspection. The City Manager shall be allowed access to all parts of the work and shall be furnished with such information and assistance by PSI as is required to make a complete and detailed inspection.

**Protection of Property:** PSI shall not enter upon private property for any purpose without obtaining permission, and it shall be liable for all damage done to water, gas, steam or other pipes, flumes, poles or conduits, or other real or personal property owned by any person or corporation. PSI shall repair or replace, as directed by and to the satisfaction of the City Council and City Manager or his authorized representative, all water, sewer, irrigation, drainage or other pipe, flumes, conduits, hydrants, poles or other property of the City, which may be injured or damaged by reason of the execution of the work done under this contract, or by reason of the negligence or carelessness of PSI, or any of its agents, servants, or employees, and if PSI shall fail or neglect to make such repairs, or to replace the same within ten (10) days after being notified to do so, then the City, by its agents, servants or employees, may make such repairs, replace

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such sewer, irrigation or drainage pipes, flumes, conduits, hydrants, poles, or other property so injured or damaged, and the cost of so doing shall be deducted from any sum or sums due, or to become due to PSI under this Contract.

11. **SERVICE CONTROLS:** No work which may be defective, or deficient in any of the requirements of this Contract, will be considered as accepted in consequence of the failure of any officer of the City or inspector connected with the work, to point out the defects or deficiencies. PSI shall correct any imperfect work, whenever discovered. In addition to penalties provided for violations of any presently existing ordinances of the City of Twin Falls, the following liquidated damages may be assessed by the City:

PSI shall pay City \$750.00 per day for discontinuance of collection and disposal service on any route for any reason for more than 72 hours beyond the scheduled day, except for causes beyond the control of PSI.

For each complaint of failure to make collection from a customer's container in accordance with the prescribed schedule of collections, when correction of such complaint is not made within 24 hours, the City shall withhold from money due PSI the sum of \$15.00 per service. Complaints of this nature will be referred in writing to PSI, who shall remedy the faulty condition within 24 hours after receipt of such notice. PSI will not be required to use a collection unit of the load packer type, but may use a small pick-up truck servicing such complaints.

12. **POSSESSION BY CITY:** In the event that the collection of solid waste shall be interrupted by a labor dispute for more than 72 hours, the City shall have the right to take temporary possession of all facilities and equipment of PSI for the purpose of continuing the service which PSI has agreed to provide in order to preserve and protect the public health and safety. The City shall have the right to retain possession of said facilities and equipment until PSI can demonstrate to the reasonable satisfaction of the City that required service can be resumed by PSI. Should PSI fail to demonstrate within 120 days that required services can be so resumed, this Contract will be rendered void, and the privileges granted by this Contract shall be cancelled and annulled. During any period in which the City has temporarily assumed the obligations of PSI, the City shall be entitled to all revenue. The City shall pay PSI reasonable rental for trucks, equipment and other property used by the City in the performance of this Contract. In the event of such a labor dispute, PSI shall immediately notify the City of the dispute and remain in constant communication with the City.

13. **EMERGENCY SERVICES:** PSI shall perform solid waste removal services and shall furnish the equipment necessary therefore during an emergency endangering life or property. In all cases PSI shall notify the City Manager of the emergency as soon as practicable, but PSI shall not wait for instructions before proceeding to properly protect both life and property.

14. **INSURANCE:** The contractor shall provide the following coverage:

- A. **Worker's Compensation Insurance:** The contractor shall procure and maintain during the life of the contract, Worker's Compensation Insurance, including Employer Liability Coverage, in accordance with all applicable statutes of the State of Idaho. In the event that any of the contract work is sublet, the contractor shall require the subcontractor to provide insurance for

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all the subcontractor's employees engaged in such work unless such employees are covered by the protection afforded by the contractor's insurance.

- B. **Commercial General Liability:** The contractor shall procure and maintain during the life of the contract, Commercial General Liability on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate, combined single limit for Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Completed Operations Liability; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions.
- C. **Motor Vehicle Liability:** The contractor shall procure and maintain during the life of the contract, Motor Vehicle Liability insurance with limits of liability of not less than \$1,000,000 per occurrence, and/or aggregate, combined single limit for personal injury, bodily injury, and property damage.
- D. **Additional Insured:** The Commercial General Liability and Motor Vehicle Liability policies shall include an endorsement stating the following: *It is understood and agreed that the following shall be Additional Insured: The City of Twin Falls and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing or excess.*
- E. **Cancellation Notice:** The Worker's Compensation, Commercial General Liability, and Motor Vehicle Liability policies shall include an endorsement stating the following: *It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change will be mailed to:*

City Manager  
City of Twin Falls  
PO Box 1907  
Twin Falls, Idaho 83303-1907

- F. If any of the policies expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.
- 15. **INDEMNIFICATION AND HOLD HARMLESS:** The Contractor agrees to hold harmless the City, its elected and appointed officials, employees and volunteers and others working in behalf of the City from any and all liability, including damages of any kind or nature, expenses and costs, including professional fees and court costs under any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working in behalf of the City, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with its operations under the contract or any other current or future local, state, or federal statutes and regulations which might be asserted against the City directly or indirectly in connection with the Contract or acts and omissions of the City, its elected and appointed officials, employees, agents, contractors, and subcontractors.

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The Contractor will provide a Certificate of Insurance covering sudden and accidental environmental impairment in the amount of one million dollars (\$1,000,000.00).

16. **LAWS TO BE OBSERVED:** PSI shall give all notices and comply with all Federal, State and local laws, ordinances and regulations in any manner affecting the conduct of the services, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the City against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by PSI, its agents, subPSIs or employees. PSI shall secure all permits and licenses necessary for the provision of the services, including a license from the City for the collection and transportation of solid waste within the City limits.
17. **WARNING SIGNS AND BARRICADES:** PSI shall provide adequate signs, barricades, red lights and watchmen and take all necessary precautions for the protection of the work and the safety of the public. If used all barricades and obstructions shall be protected at night by signal lights which shall be kept burning from sunset to sunrise. All PSI equipment shall be readily identifiable by the Public.
18. **PUBLIC SAFETY AND CONVENIENCE:** PSI shall at all times conduct its work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the City Manager. No road or street shall be closed to the public except with the permission of the City Manager and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire fighting equipment at all times. Temporary provisions shall be made by PSI to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed except as approved by the City Manager.
19. **CITY'S RIGHT TO TERMINATE CONTRACT:** If PSI defaults in the performance of any of the covenants of this Contract, City ordinances, reasonable rules and regulations as might be set forth by the City Council from time to time, health or environmental regulations of the state of Idaho or declares bankruptcy, the City shall give PSI fifteen (15) days written notice from the date of default or City's reasonable discovery of default setting the default, and if PSI fails, neglects, or refuses for a period of more than fifteen (15) days after receiving said notice to correct the default, then the City without further notice may revoke the Contract and thereby render it null and void. In the event of the termination of this Contract for breach or default by PSI, the City at its option can purchase such trucks, equipment, and other property used by PSI in the performance of this Contract for a value to be determined by appraisal. The City shall appoint one appraiser, PSI shall appoint one appraiser, and these two shall appoint a third. The decision of the three appraisers, thus appointed, as to the reasonable purchase value of such property and equipment shall be binding on both parties. The amount so determined shall be paid by the City to PSI in three equal yearly installments, the first installment to be made on April 1st of the next ensuing calendar year and the subsequent payments on April 1st of the two succeeding years until the entire amount is paid in full. It is further understood that upon purchase of the trucks, equipment, and other property that the City will have released PSI of all further obligations under the Contract.

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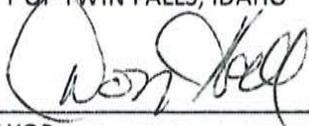
- 20. **PSI'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT:** PSI may suspend work or terminate the Contract upon fifteen (15) days written notice sent by certified mail with return receipt to the City and the City Manager, for any of the following reasons:
  - A. If an order of any court, or other public authority caused the work to be stopped or suspended for a period of ninety (90) days through no act or fault of PSI or his employees.
  - B. If the City should fail to act upon request for payment within ten (10) days after the 10th of the month following presentation of the request.
- 21. **ASSIGNMENT:** Neither PSI nor the City shall subcontract, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, or its obligations there under, without written consent of the other party.
- 22. **WAIVER:** Failure of either party to exercise the rights upon any default of the other shall not be construed as the waiver of the right to insist upon full performance of all the terms and conditions of this Contract, or exercising any other rights contained in this Contract.
- 23. **AMENDMENTS:** This Contract may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement duly executed by the parties hereto.
- 24. **ATTORNEY'S FEES:** In any controversy relating to this Contract, the prevailing party shall be awarded its attorney fees and costs (including, but not limited to, the costs for arbitrator(s) and expert witnesses) in any proceeding brought in a court of law and/or arbitration, including any bankruptcy or appeal proceeding.
- 25. **NOTICES:** Notices or communications herein required or permitted shall be in writing and given to the respective party by registered or certified mail or by hand delivery (said notice being deemed given and received as of the date of mailing or delivery) at the following addresses unless either party shall otherwise designate its new address by written notice:

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

PSI

CITY

BY   
 Title: Site Manager

CITY OF TWIN FALLS, IDAHO  
 BY   
 MAYOR  
 P.O.Box 1907  
 Twin Falls, ID 83303-1907

04198



P.O. Box 1907

321 Second Avenue East

Twin Falls, Idaho 83303-1907

Fax: (208) 736-2296

OFFICE OF THE CITY MANAGER

208-735-7271

August 15, 2012

PSI Environmental Systems, Inc.  
Mr. Josh Brown, Manager  
222 Gem Street  
Twin Falls, Idaho 83301

*Re: Written Request for Change of Service per Residential Solid Waste Collection and Recycling Agreement*

Dear Josh:

Greetings! I hope this finds you well. The purpose of my letter is to respectfully request the City of Twin Falls be allowed to modify the level of service provided by PSI Environmental Systems, Inc. in the collection of solid waste and recyclables.

The City of Twin Falls would request the City be able to modify the current level of service and remove the incentive-based portion of the City's curbside, incentive-based recycling program effective October 1, 2012. Section 5 of the Agreement states, "The City Council, after providing PSI 180 day notice, shall have the right to amend the level of service provided for in this contract." At the August 13, 2012 City Council meeting, you indicated PSI would be flexible and accept a shorter notice period, specifically thirty days.

The City also recognizes that \$0.17 of the \$1.00 cost of the program was used to off-set your initial costs associated with implementing the program. The City Council has agreed to continue to pay that portion of the fee.

Please let me know if you have any questions. Thank you!

Sincerely,

Travis Rothweiler  
City Manager  
City of Twin Falls, Idaho

cc: Twin Falls City Council Members

ADDENDUM

This Addendum to the Residential Solid Waste Collection Contract between the City of Twin Falls ("City") and PSI Environmental Systems, Inc. ("PSI"), is entered into this \_\_\_ day of December, 2015.

WHEREAS, City and PSI have entered into an agreement for waste collection services beginning October 1, 2010, and ending December 31, 2015; and,

WHEREAS, PSI has submitted a request to extend the contract ending September 30, 2016, which the City wishes to accept.

NOW, THEREFORE, The parties hereto agree that Paragraph 4 of the Solid Waste Collection Contract is amended as follows:

"4. TERM: The term of this Contract shall be for a period commencing on October 1, 2010, and ending September 30, 2016. Thereafter, the City and PSI may extend this Contract by mutual agreement upon the terms and conditions contained herein or upon such changed terms and conditions as they shall agree."

IN WITNESS WHEREOF, The parties have executed this Addendum as of the day and year first above written.

PSI

CITY OF TWIN FALLS

By \_\_\_\_\_

By \_\_\_\_\_

Title:

-

Mayor



**Date:** Monday, December 14, 2015  
**To:** Honorable Mayor and City Council  
**From:** Melinda Anderson – Economic Development Director/URA Exec Director

---

**Request:**

Update on the Main Avenue Redesign Project by Mandi Roberts with Otak

**Time Estimate:**

Ms. Roberts would like to give a 15-minute presentation.

Following the presentations, staff anticipates some time for questions and answers.

**Background:**

Ms. Roberts made a presentation to the Council in August 2015 regarding the overall Main Avenue streetscape design. She would like to update the Council on progress made on engineering and design since then, feedback from various groups, and next steps.

**Approval Process:**

No approval required tonight

**Budget Impact:**

None.

**Regulatory Impact:**

None

**Conclusion:**

None

The Golf Advisory Board recommends approval of the proposed fee increases as presented. Staff concurs...

Staff recommends that the Council approve the request as presented...

**Attachments:**

1. ...

2. ...

None



Public Hearing: **MONDAY DECEMBER 14, 2015**  
 To: Honorable Mayor and City Council  
 From: Jonathan Spendlove, Community Development Department

## ITEM IV-

**Request:** Request for a Zoning District Change and Zoning Map Amendment from R-2 and R-2 PRO to RB; Residential Business for property located at 2176 and 2188 Addison Avenue East c/o Tim Vawser/EHM Engineers, Inc. on behalf of Doug and Arlene Christensen (app. 2754)

**Time Estimate:**

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

**Background:**

<b>Applicant:</b>	<b>Status:</b> Owner	<b>Size:</b> 1.54 +/- Acres
Doug and Arlene Christensen 2176 Addison Ave East Twin Falls, ID 83301 736-3779	<b>Current Zoning:</b> R-2 and R-2 PRO	<b>Requested Zoning:</b> RB; Residential Business
	<b>Comprehensive Plan:</b> Residential Business	<b>Lot Count:</b> 2 developed parcels
	<b>Existing Land Use:</b> One Single Family Residence; One Professional Office	<b>Proposed Land Use:</b> Residential Business
<b>Representative:</b>	<b>Zoning Designations &amp; Surrounding Land Use(s)</b>	
EHM Engineers, Inc. Tim Vawser 621 North College Rd, Suite 100 Twin Falls, ID 83301 734-4888 <a href="mailto:tvawser@ehminc.com">tvawser@ehminc.com</a>	<b>North:</b> R-2 NCO PUD Zone, Idaho Central CU – remainder of PUD is undeveloped	<b>East:</b> Eastland Drive; C-1 Zone, Gas Station/Convenience Store;
	<b>South:</b> R-2 & R-2 PRO; Single Family Residence & Professional Office	<b>West:</b> R-2, Residential.
	<b>Applicable Regulations:</b> 10-1-4, 10-1-5, 10-4-4, 10-4-18, 10-4-23, 10-14-1 through 9	

**Approval Process:**

At the conclusion of this Public Hearing, the Planning Commissioners will be asked to make a recommendation on the requested zoning district change and zoning map amendment of the property. The recommendation will be automatically scheduled for a public hearing before the City Council for a decision on this request. The City Council is asked to make a decision on the requested zoning district change and zoning map amendment of the property. If the request is approved an ordinance is later presented to the City Council for adoption. Upon adoption of the ordinance it is published

**Budget Impact:**

Approval of this request may have an impact the city budget upon utilization of the site for commercial development.

### **Regulatory Impact:**

After a public hearing before the Planning and Zoning Commission on the zoning request the Commission is tasked with making a recommendation to the City Council. The zoning request with the Commission's recommendation is scheduled for public hearing before the City Council who is asked for a decision. Approval of this request will allow development to occur in compliance with the amended zoning change and zoning map amendment.

### **History:**

This parcel is part of the Hill Tract, which was recorded around 1907. Over the years, surrounding properties and parcels have been rezoned and developed with Commercial Businesses or Professional Offices. In 1993 the Comprehensive Plan identified the Addison Ave East corridor between Sunrise Blvd and Eastland Drive as appropriate for professional office utilization. There have been several properties be rezoned and converted to professional uses over the last 20 years. In 2009 the Comprehensive Plan was amended to identify this intersection as appropriate for Residential Business uses. On January 3, 2011 Ordinance #2998 was approved adopting the new RB Zoning District in Title 10; Chapter 4; 10-4-23.

The south east corner of the Eastland/Addison intersection was zoned R-2 with a Professional Office Overlay in 1995. A Special Use Permit (#416) was issued for the establishment of a Professional Office. There are no known other zoning actions for this property.

### **Analysis:**

This is a request for a **Zoning District Change and Zoning Map Amendment** to rezone two (2) properties from R-2 and R-2 PRO; to RB; Residential Business. The combined property is 1.55 +/- acres and is located at 2176 & 2188 Addison Ave East. There is an existing single family residence on the west parcel and an empty Professional Office on the East Parcel.

This intersection, Addison Ave E and Eastland Drive, has experienced many changes over the years. At this point, all other corners of the intersection have commercial businesses operating. The NW corner contains Idaho Central Credit Union, established in 2014 under a Neighborhood Commercial PUD. Kelly Nursery operated at the NE corner for many years. In 1995 the corner was developed with a restaurant. The remainder of the nursery is still operating as WEBB Nurseries. The SE corner comprises a gas station/convenience store and Kmart that have been in operation for decades.

The applicant has expressed in their narrative that the rezone request stems from the desire to market and sell this property for commercial development. Under the current zoning designation of R-2 and R-2 PRO, commercial-retail uses are not permitted and some professional service oriented businesses may be allowed by Special Use Permit on the professionally zoned lot only.

The Addison Ave East corridor from Eastland to Sunrise was designated as appropriate for professional office use under the 1993-1994 Comprehensive Plan and Future Land Use Map. It allowed for each lot/parcel fronting along this corridor to request a rezone to allow for a professional business by special use permit. Many properties have been rezoned and converted over the years. In 2009 the entire Comprehensive Plan including the Future Land Use Map was completely revised. The new plan designated this area as appropriate

for Residential Business Uses. The Residential Business Zone; 10-4-23, was adopted into the City Code in January 2011 by Ord 2998. The RB Zoning District has specific property development standards required to be met in order for development to occur. In brief, it was designed to create a gentle buffer zone between existing homes and the commercial operations desired along major arterials/collectors.

In reviewing a request for a Zoning District Change and Zoning Map Amendment the Council has two (2) main tasks: **1-** to determine whether the request is in conformance with the Comprehensive Plan and **2-** to evaluate the request to determine the extent and nature of the amendment requested.

*The Comprehensive Plan indicates this corridor as appropriate for Residential Business uses. There is no development plan to evaluate at this time. Any changes will require a full review by staff to determine the extent and nature of the changes. Any change shall comply with the purpose, uses and development standards of the Residential Business Zoning District prior to development.*

To make a positive vote the City Council must determine that **1-** the request is in conformance with the Comprehensive Plan and **2-** the extent and nature of changing the zoning of this property to the Residential Business Zone would allow land development that would be compatible with and not detract from the surrounding area.

On **November 10, 2015** the Commission held a public hearing on this request. There were several neighbors that spoke on this issue. Upon conclusion of the public hearing and discussion the Commission unanimously recommended approval of the request based upon their findings this request was in conformance with the Comprehensive Plan and they also determined a redevelopment of these two properties in compliance with the Residential Business Zoning District would be compatible with the existing development along this major arterial corridor and to the existing neighborhood.

#### **Conclusion:**

The Council is asked to make a decision on this request. The Council's decision may be to deny the request, approve the request as presented or request and ask additional information be provided and the request be sent back to the Commission for another public hearing.

Staff concurs with the Planning & Zoning Commission's conclusion and recommendation.

#### **Attachments:**

1. Letter of Request
2. Zoning Vicinity
3. Aerial Map
4. Comprehensive Plan – Future Land Use Map
5. Site Photos
6. 3 Written Comments from Citizens
7. Portion of Draft November 10, 2015 P&Z PH minutes

**Christensen Property Rezone**

**2176 Addison Avenue East**

**2188 Addison Avenue East**

**4.a Reason For Request:**

**Doug and Arlene Christensen request to rezone their properties located at the intersection of Addison Avenue East and Eastland Drive to Residential Business. They wish to sell their property and potential buyers have shown more of an interest in development of the property to business uses rather than residential which does not seem to be as desirable. The properties have commercial uses adjacent to them on the other three corners of the intersection and the residential business designation gives the best transition to existing surrounding uses.**

**4.b.i.**

**The zoning change relates specifically to the use outlined by the Comprehensive Plan.**

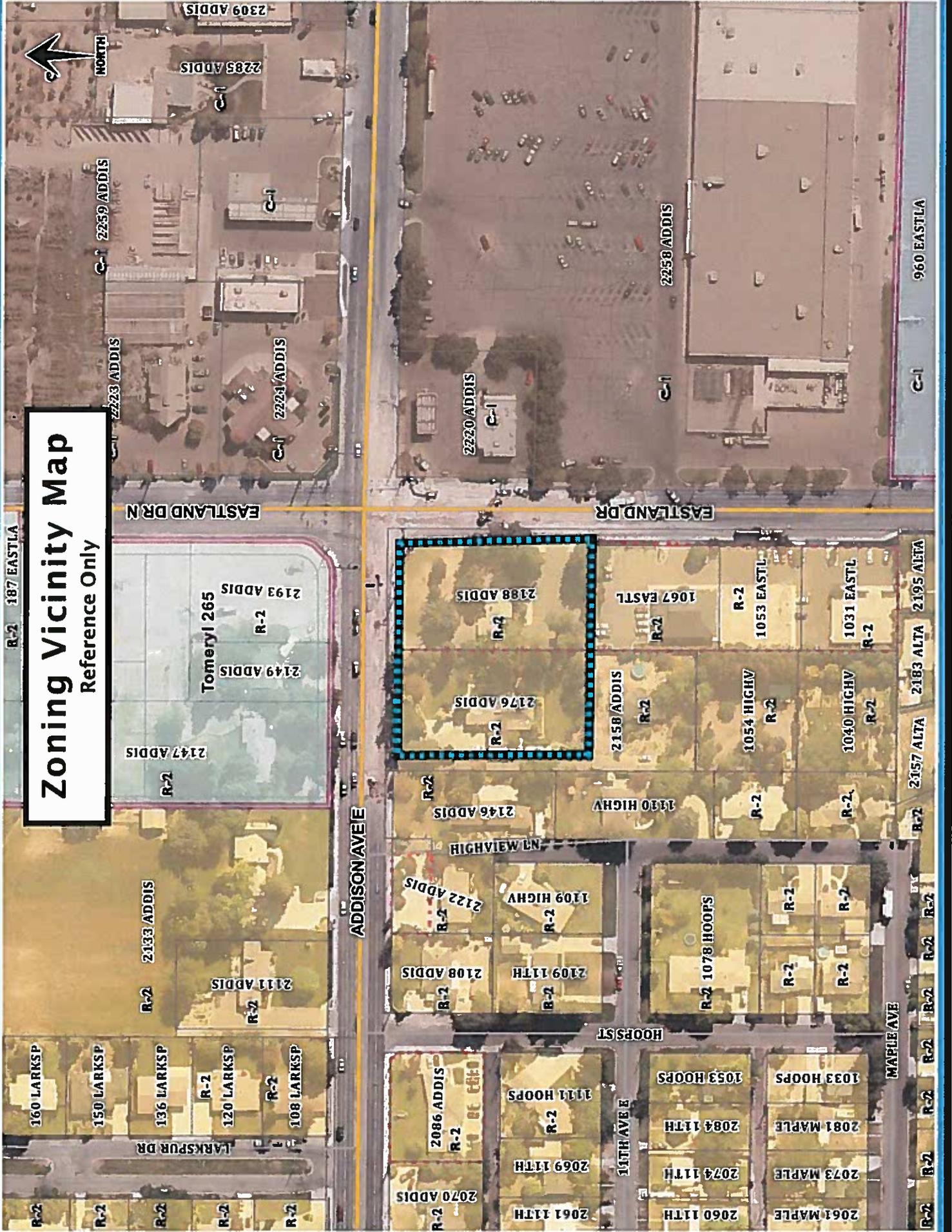
**4.b.ii.**

**The proposed zoning change will allow a compatible transition between commercial uses to residential uses within the area.**

**4.b.iii.**

**The properties would have a user or development that is still unidentified but would comply with the zoning designation being requested.**

# Zoning Vicinity Map Reference Only



# Aerial Photo Map

Reference Only



2147 ADDIS

2133 ADDIS

2103 ADDIS

ADDISON AVE E

EASTLAND DR N

NORTH

2146 ADDIS

2176 ADDIS

2188 ADDIS

HIGHVIEW LN

2133 ADDIS

1109 HIGHV

1110 HIGHV

2158 ADDIS

1067 EASTL

2220 ADDIS

2258 ADDIS



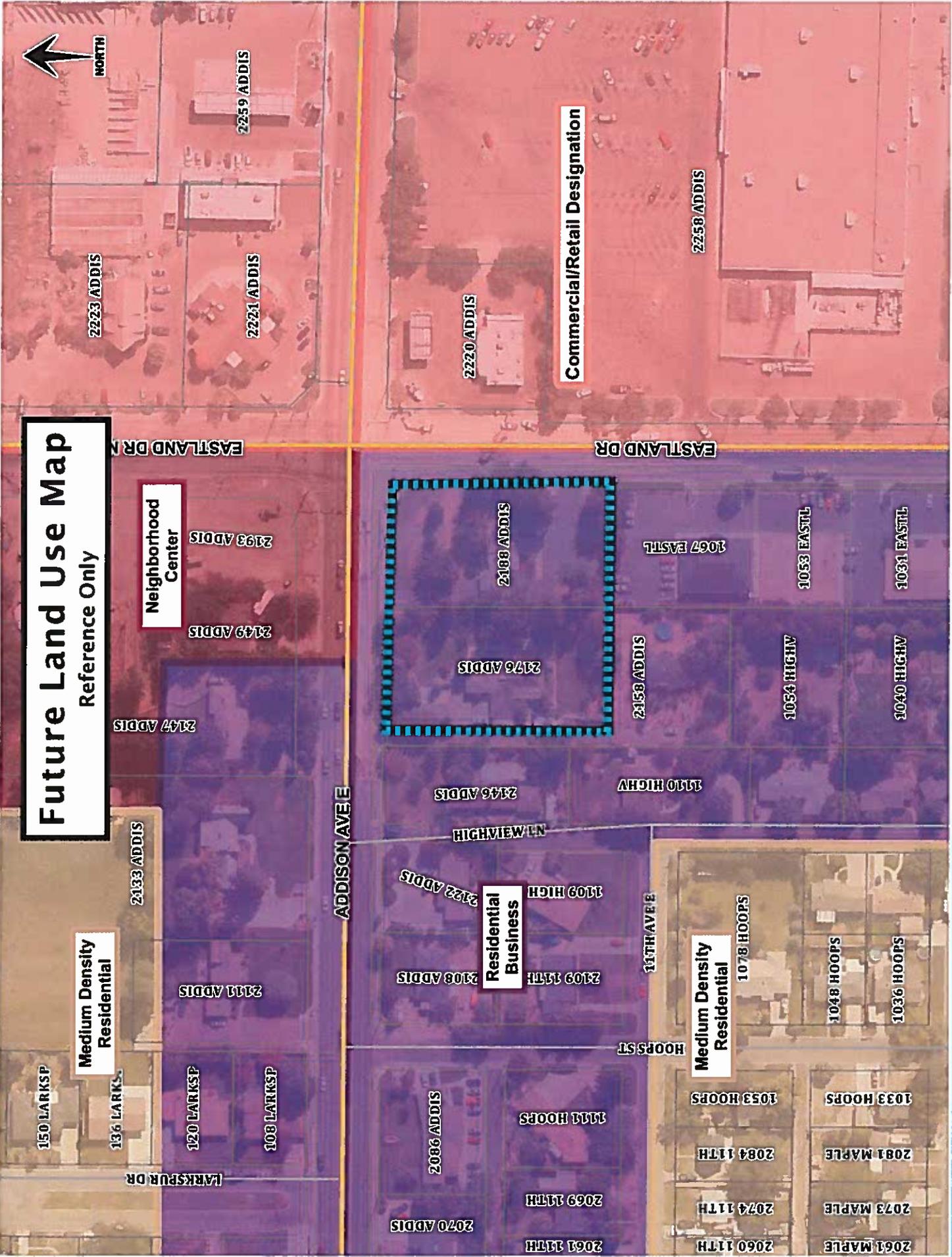
# Future Land Use Map

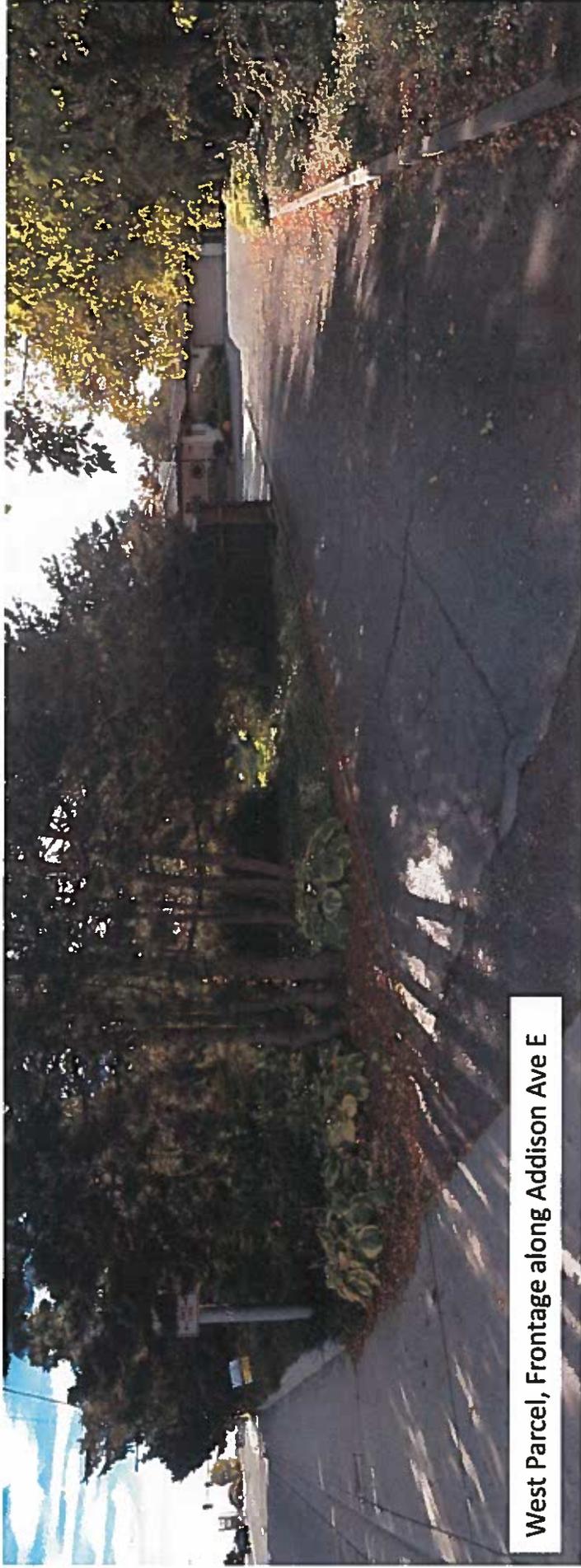
Reference Only

Medium Density Residential

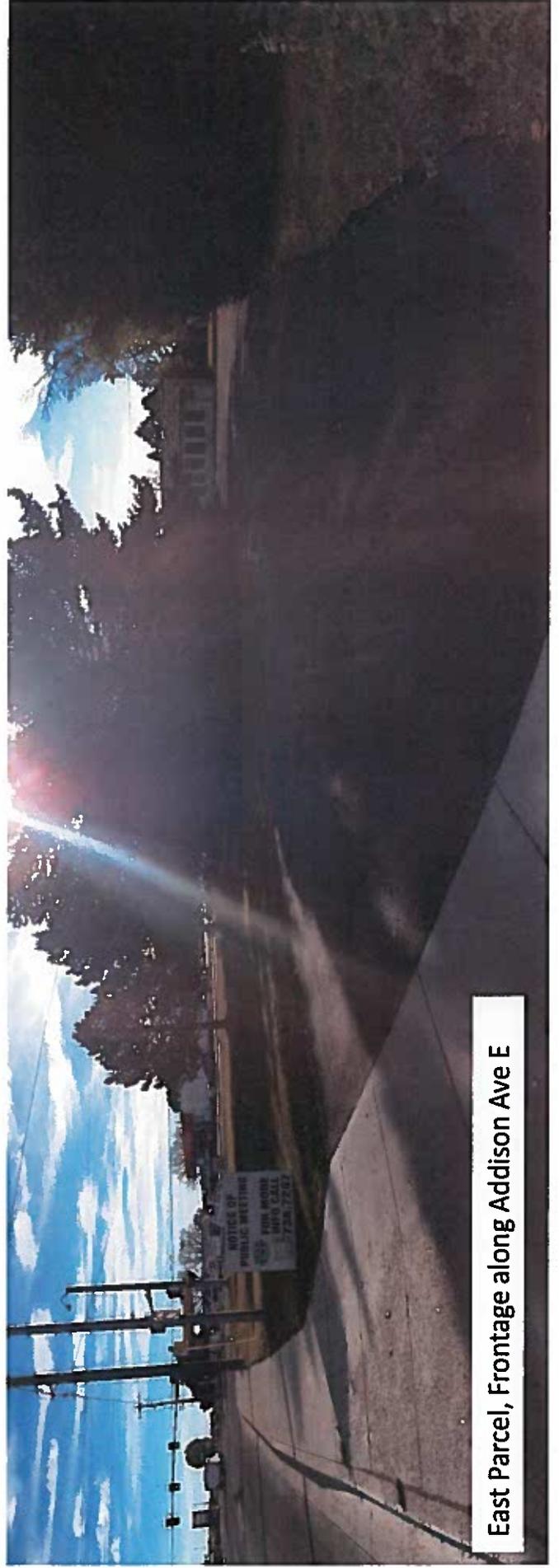
Neighborhood Center

Commercial/Retail Designation

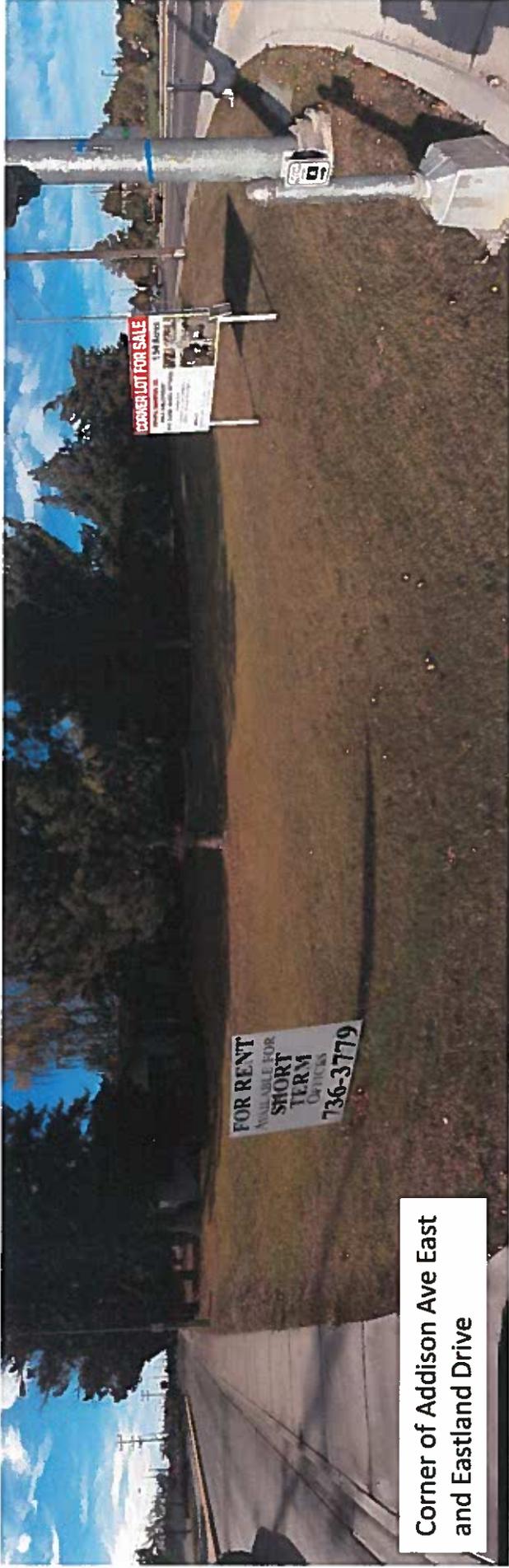




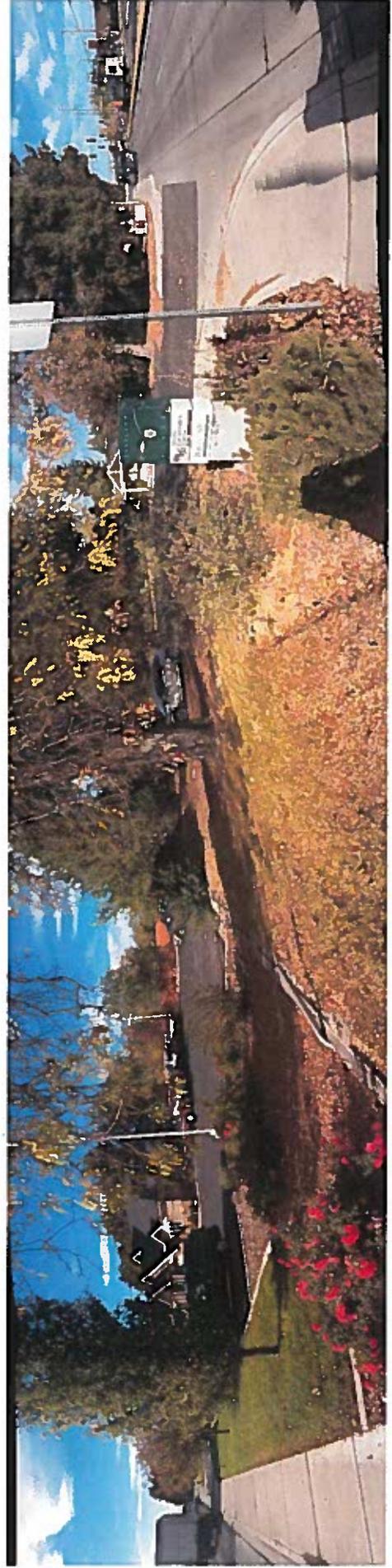
West Parcel, Frontage along Addison Ave E



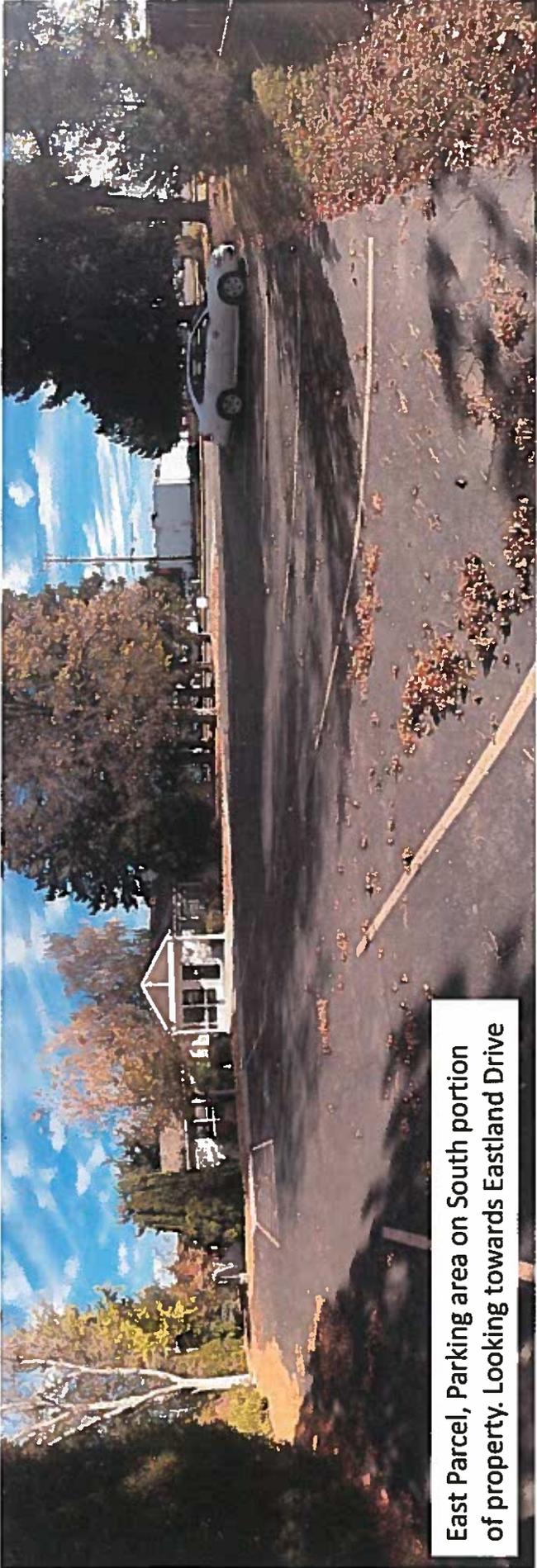
East Parcel, Frontage along Addison Ave E



Corner of Addison Ave East and Eastland Drive



East Parcel, Boundary along Eastland Drive



East Parcel, Parking area on South portion of property. Looking towards Eastland Drive

RECEIVED

NOV 10, 2015

CITY OF TWIN FALLS

November 10, 2015

Planning & Zoning  
324 Hansen Street  
Twin Falls, Idaho 83301

Phone NO.: 735-7268

To: Whom It May Concern

As your committee moves forward in the rezoning process of property on the South East corner of Addison & Eastland, please take into consideration the impact it will have (both personal and property value) on the residential area behind it. I am a resident and property owner in that area and am very concerned about the outcome of the zoning.

The homes in this area are well built and maintained with pride. The owners love where they live and most of us have been in our homes for many years.

If it were your neighborhood, what would you want in your backyard?

Sincerely,  
Lisa Warren  
1101 Highview Lane  
Twin Falls, Idaho 83301

## **Renee Carraway**

---

**From:** Kelly Weeks  
**Sent:** Tuesday, November 10, 2015 1:35 PM  
**To:** Jonathan Spendlove; Lisa Strickland  
**Subject:** Christiansen Rezone

I took a call from Mr. Stewart who lives on Larkspur about the rezone tonight. He will be unable to attend the meeting. He wanted to make sure there wasn't going to be a Maverik Station on that corner. I explained that this public hearing was for rezoning the property to Residential Business. Only rezoning the property now. No mention of a gas station. They want to market the property as commercial property and need to rezone so they can. He seemed to be okay with it.

Kelly Weeks  
Planner 1  
City of Twin Falls  
Planning & Zoning Dept.  
(208) 735-7294

## Renee Carraway

---

**From:** Travis Rothweiler  
**Sent:** Sunday, December 6, 2015 2:28 PM  
**To:** Leila Sanchez; Mitch Humble; Renee Carraway; Jonathan Spendlove  
**Subject:** Fwd: Public hearing 12/14/15 App. 2754

FYI.

Please make sure to include this into the packets. Thanks!

Travis Rothweiler  
City Manager  
City of Twin Falls  
Sent from my iPhone

Begin forwarded message:

**From:** Chris Talkington <[CTalkington@tfid.org](mailto:CTalkington@tfid.org)>  
**Date:** December 6, 2015 at 1:21:26 PM MST  
**To:** Paula Sinclair <[paulaprius@gmail.com](mailto:paulaprius@gmail.com)>  
**Cc:** Travis Rothweiler <[trothweiler@tfid.org](mailto:trothweiler@tfid.org)>  
**Subject:** Re: Public hearing 12/14/15 App. 2754

Thanx for the input, Paula. I'll forward this to the City Manager, who will distribute to the Council.  
Regards,  
Chris

Sent from my iPad

On Dec 5, 2015, at 8:57 AM, Paula Sinclair <[paulaprius@gmail.com](mailto:paulaprius@gmail.com)> wrote:

I have the Notice of Public Hearing, Chris, scheduled December 14, 2015. I cannot attend, and am not even near my office to send a letter. I hope my comments can be included in the record as follows:

I own and live in the residence immediately to the west of the Christensen properties now before the Council, and I expect to continue to live there for the foreseeable future. I support the requested rezoning.

When our present Comprehensive Plan was developed, our Addison Ave. neighborhood was very involved. What we wanted was a plan that would encourage the continued graceful change from residential to business uses on Addison following the excellent examples set first by the accountants on the Addison/Eastland corner, then Lively architects, the spa to my west, and on down the street. We wanted to avoid becoming another Blue Lakes Blvd. The answer was the new zoning category called "residential business." The objective was to permit and control commercial development while preserving the residential character of a neighborhood.

The Christensen zoning request is exactly what we contemplated.

I am aware that some property owners to the south, whose properties do not front on Addison or Eastland, have voiced objections to the rezoning, apparently favoring no change whatsoever. I urge the Council to see this as a head-in-the-sand attitude. It is simply not realistic to expect the Christensen properties to remain residential. Any impact on adjoining properties to the south can be effectively managed, as the City has done elsewhere, with landscaping and site design requirements of the developer not unlike those required of Idaho Central Credit Union across the street.

I urge approval of the rezoning request as recommended by the Planning and Zoning Commission.

Paula Brown Sinclair  
2146 Addison Ave. E.  
Twin Falls, Idaho

Sent from [Mail](#) for Windows 10

2. Request for a **Zoning District Change and Zoning Map Amendment** from R-2 and R-2 PRO to RB; Residential Business, for property located at 2176 and 2188 Addison Avenue East c/o Doug & Arlene Christensen (app. 2754)

**Applicant Presentation:**

Tim Vawser, EHM Engineers, Inc. representing the applicant, explained this property is located on the southwest corner of Addison Avenue and Eastland Drive. He stated the 2188 Addison Avenue East address is zoned R-2 PRO and the property located at 2176 Addison Avenue East is zoned R-2. The applicants are in need of marketing this property and would like to have both properties rezoned to RB; residential business. The Residential Business zone gives a good transition for the neighbors and has some fairly restrictive development guidelines but would still allow some flexibility for a buyer.

**PZ Questions/Comments:**

- Commissioner Woods asked what type of construction restrictions would be placed on a development under the RB; residential business zone.
- Mr. Vawser explained the building foot print, parking requirements and landscaping requirements are much more restrictive in this zone. There are special use permit requirements in this zone that also make uses more restrictive.

**Staff Presentation:**

Planner I Spendlove reviewed the request on the overhead and stated the Future Land Use Map and Comprehensive Plan identify this area as being designated as Residential Business which is how this request can move forward as a rezone. In reviewing a request for a Zoning District Change and Zoning Map Amendment the Commission has two (2) main tasks: 1- to determine whether the request is in conformance with the Comprehensive Plan and 2- the extent and nature of changing the zoning of this property to the Residential Business Zone would allow land development that would be compatible with and not detract from the surrounding area. The Comprehensive Plan indicates this corridor as appropriate for Residential Business uses. There is no development plan to evaluate at this time. Any changes will require a full review by staff to determine the extent and nature of the changes. Any change shall comply with the purpose, uses and development standards of the Residential Business Zoning District prior to development.

The Commission is asked to make a recommendation on this request which automatically is scheduled for a public hearing before the City Council. The Commission's recommendation may be to deny the request, approve the request as presented or they may table the request and ask that additional information be provided for their review.

To make a positive recommendation to the City Council the Commission must determine that 1- the request is in conformance with the Comprehensive Plan and 2- the extent and nature of changing the zoning of this property to the Residential Business Zone would allow land development that would be compatible with and not detract from the surrounding area.

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Planner I Spendlove stated if the Commission finds that items 1 & 2 listed above have been met, Staff proposes the Commission recommend approval of this request, as presented.

**PZ Questions & Comments:**

- Commissioner Frank read into record a citizen letter that has been filed with the application packet.
- Commissioner Horsley asked if there are any properties located in the City that have been developed under the RB; Residential Business District guidelines.
- Planner I Spendlove stated there is one property located along Filer Avenue that has been developed under these standards.
- Commissioner Grey asked that staff review some uses that could possibly be seen within this zone.
- Planner I Spendlove reviewed the design restrictions for the zone and displayed and reviewed a list of uses that could be considered. The zone however does have restrictions that can make it difficult for some uses to meet the requirements.
- Commissioner Woods asked if extended hours of operation requires a Special Use Permit.
- Planner I Spendlove stated that extended hours would require a Special Use Permit.
- Commissioner Boyd asked if there is a minimum setback for the rear yard in this district and if these are two individual lots.
- Planner I Spendlove explained the setback on the rear yard is 5' and these are two separate lots.
- Commissioner Munoz asked if each lot could be developed separately and if so the 24 park spaces is limited to each lot.
- Planner I Spendlove explained that each lot could be developed under these standards or the lots could be developed together. Currently they do not have anyone interested in the lots and there is no development plan to review. This request is strictly to rezone the property.
- Commissioner Munoz asked what the minimum lot size is for a PUD/ZDA.
- Planner I Spendlove stated it is a minimum of 2 acres.
- Commissioner Frank read into the record a letter that was submitted by a citizen that has been filed in the request packet.

**Public Hearing: Opened**

- Scott Peterson, 1109 Highview Lane, explained that this is currently a private residential property that the owner currently wants to rezone and sell to make the maximum amount of money for his property. He understands this, however it would be a detriment to the surrounding neighbors to change the zone. There are already two other properties located adjacent to the residential piece that are going to consider rezoning their property if this get approved which will encroach more into the residential area. He has no issue with the zoning of the property directly on the corner but he is against the residential property being rezoned.
- Paula Brown-Sinclair 2146 Addison Avenue East property owner to the west of this property and she expects to live at this location for quite a while. Years ago there were discussions about turning Addison Avenue to entirely commercial. The neighborhood tried very hard to prevent this from happening made a stand against this change. The arguments that were made against this change to commercial generated the residential business zone. She is in support of this rezone.
- Patricia Curtis, 1054 Highview lane, she has lived at this location for 45 years. This is not the zoning the neighbors have in mind. She would prefer that the zoning on the corner remain the same and she does not want commercial business up against the residential properties. They don't want to be part of the parking lots.

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- Catherine Curtis, 1109 Highview Lane, she explained she has lived in this area all her life, the property values will change, it will change the aesthetics of this neighborhood. She doesn't want the mature vegetation and the homes to be removed. She would like this area to be protected.
- Richard White, 2144 Maple Avenue, he has concerns about the Comprehensive Plan designation as Commercial along Highview Lane.
- Planner I Spendlove explained this map is a possibility of what a property owner can ask for if they want to rezone, it is not what the property is currently zoned. Every property is considered individually.
- Curtis Webb, 2158 Addison Ave East, has questions about parking requirements, and if the 24 parking space is per business or per development; it can make a difference in how something moves forward. He explained they have a private access adjacent to this property which makes this change unattractive. He has some concerns with development of this property.
- Christy Webb, 2158 Addison Avenue East, asked for clarification on the size of the property in question. She explained she has concerns because they are in an odd location so they are not sure if they are for or against the request.

**Deliberations Followed:**

- Planner I Spendlove stated that any use that has a parking requirement that requires more than 24 spaces is prohibited, whether that is on one lot or multiple lots. This restriction would then impact the size of the building, the design of the development or eliminate the project completely.
- Commissioner Hersigley stated that the requirements make it so that when the property is developed it looks like what is already at this location.
- Commissioner Woods asked what the setback are for the R-2 zone.
- Planner I Spendlove explained the front yard setback is 20 ft, the rear yard setback is 20' and the side yard setback is 7 ft.
- Commissioner Munoz asked for clarification on rezoning properties.
- Planner I Spendlove explained the City does not rezone property. The property owner has to make a request for a rezone.
- Commissioner Tatum asked how the driveway access is designated for the property.
- Assistant City Engineer Vitek explained this driveway is an access to their property and is defined on the property owner's deed. It is their only access to their property.
- Commissioner Woods asked how the rear setback could be increased.
- Planner I Spendlove explained that would require a code change.
- Commissioner Horsley asked for clarification on the current zoning.
- Planner I Spendlove explained that the west property is zoned R-2 and the other piece to the east is zoned R-2 PRO.
- Commissioner Harsley-Higley asked about other properties along Addison Avenue and if they have a Professional Office Overlay.
- Planner I Spendlove explained which properties are zoned R-2 and which properties are R-2 PRO.
- Commissioner Horsley clarified that if they requested R-2 Pro for this property also and asked if the RB zone would have less impacts.
- Planner I Spendlove explained that the RB zone is more restrictive it does allow for a few more uses other than just professional but the development standards can make certain uses more difficult to develop in this zone.
- Mr. Vawser explained that this zone was developed for areas such as this, it would provide a good transition for the neighbors. This zone does not allow outright commercial development in this zone

because of the development restrictions. A ZDA would require a plan be provided and would be necessary if there was a desire to do something out of the ordinary which the neighbors would not be willing to allow. This seemed to be the most reasonable choice with the least amount of impacts to the neighbors. This property has a lot of constraints already with regards to setbacks, arterial landscaping requirements on both frontages and limited access. A development that will fit this property will take a lot of planning.

- Commissioner Boyd stated that this is an arterial intersection and in the economic life of a neighborhood there is going to be a corner that is no longer going to support a residential use. From the testimony she understands that the corner lot is fine however there is always going to be someone that lives next door and in this case both pieces of property are owned by the same person. As a property owner they have rights to make this type of request, it is difficult because that is a major intersection and something is going to happen at this location. Currently the discussion is a zone change and this is inevitable for this location.
- Commissioner Munoz explained that at this time the Commission makes a recommendation and the property is in compliance with the Comprehensive Plan and if developed following the RB; Residential Business District if it would be cohesive with the area. The RB Zone is much more restrictive than some other zones and he thinks this will provide a good transition for this area. People generally don't want to live in homes on arterial corners which eventually changes the way the property is developed.
- Commissioner Frank stated this zone was designed to provide protection for the neighborhood and also provide a transition.
- Commissioner Grey stated that he has some concern with where the RB designation is located on the Comprehensive Plan.
- Commissioner Munoz explained that a road was a better transitional point rather than a fence or a portion of a piece of property or property line.
- Commissioner Reid thanked the citizens for coming and speaking about this request.
- Commissioner Munoz reminded the citizens that the city is reviewing the Comprehensive Plan and citizen input is what drives changes to the map and the direction of the city as it grows. He asked that people participate in this process as much as possible.

**Motion:**

Commissioner Grey made a motion to the City Council to approve this request, as presented. Commissioner Higley seconded the motion. All members present voted in favor of the motion.

**Recommended, Approval to the City Council, As presented**  
**Scheduled for December 14, 2015**

**V. GENERAL PUBLIC INPUT: None**

**VI. ITEMS FROM THE ZONING DEVELOPMENT MANAGER AND/OR THE PLANNING & ZONING COMMISSION:**

Planner I Spendlove reminded the Commission that there will not be a meeting the week of Thanksgiving so the next meeting will be the December 2, 2015 work session, staff is trying to

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coordinate a joint meeting with the Planning & Zoning Commission and the Comprehensive Plan Update Advisory Group to have some information reported from the Logan-Simpson Consultants.

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

1. Work Session- **December 2, 2015**
2. Public Hearing- **December 8, 2015**

**VIII. ADJOURN MEETING:**

Chairman Frank adjourned the meeting at 7:39pm

Lisa A Strickland  
Administrative Assistant  
Planning & Zoning Department

**DRAFT**



**Monday** December 14, 2015  
**To:** Honorable Mayor and City Council  
**From:** Mitchel Humble, Deputy City Manager

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**Request:**

A public hearing to consider a request to amend City Code 3-7-8 and 3-9-9 regarding beer and liquor sales, service, and consumption restrictions at licensed businesses.

**Time Estimate:**

The staff presentation will take about five minutes. Following the presentation, additional time will be necessary for the public hearing, questions, and discussion.

**Background:**

At the November 16, 2015 City Council meeting, Councilman Barigar indicated that he had been approached by several local business owners about the City's restriction of liquor sales on certain holidays and election days. He requested that the Council discuss the possibility of amending City Code to lessen these restrictions. The Council agreed to have a public hearing on the topic.

For background purposes, City Code 3-9-9 restricts the sale, service, or consuming of liquor at a licensed business location on Memorial Day, Thanksgiving, Christmas, and election days. That section also restricts the sale, service, and consumption of liquor after 1:00 a.m. and before 10:00 a.m. on any day. Attached is an ordinance that would strike Memorial Day, Thanksgiving, and election days from the restricted days, leaving only Christmas with restricted sales, service, or consumption of liquor in the City of Twin Falls. The ordinance also changes the timing restriction to between 2:00 a.m. and 10:00 a.m. on any day.

City Code 3-7-8 is another section of the Code containing the same timing restriction, with the exception being that section applies to beer instead of liquor. The attached ordinance makes the same timing change, changing from 1:00 a.m. to 2:00 a.m., to 3-7-8 for beer sales, service, and consumption.

**Approval Process:**

Adoption of the attached ordinance will require either three readings, or a motion to suspend the rules and adopt the ordinance by title only.

**Budget Impact:**

There is no significant budget impact associated with this item.

**Regulatory Impact:**

Approval of this request will amend City Code 3-9-9 and 3-7-8 as discussed above.

**Conclusion:**

Staff recommends that the Council hold a public hearing and provide direction regarding the adoption of the attached ordinance.

**Attachment:**

Ordinance No. \_\_\_\_

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING TWIN FALLS CITY CODE § 3-9-9, BY PERMITTING THE SALE OF BEER, WINE FOR CONSUMPTION ON THE PREMISES UNTIL 2:00 AM AND LIQUOR BY THE DRINK ON MEMORIAL DAY, THANKSGIVING AND ON ELECTION DAYS, AND UNTIL 2:00 AM.

WHEREAS, Idaho Code § 23-1012(4) permits cities to allow the sale of beer for consumption on the premises until 2:00 AM; and,

WHEREAS, Idaho Code § 23-1318 permits cities to regulate the hours of sale of wine; and,

WHEREAS, Twin Falls City Code § 3-8-8 authorizes the sale of wine for consumption on the premises during the same hours as for the sale of beer for consumption on the premises; and,

WHEREAS, Idaho Code § 23-927(2) permits cities to allow the sale of liquor by the drink on a Sunday, Memorial Day and Thanksgiving and until 2:00 AM.

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

Section 1: That Twin Falls City Code § 3-7-8 is amended as follows:

“3-7-8: HOURS OF SALE:

It shall be unlawful and a misdemeanor for any person in any place licensed to sell beer or where beer is sold or dispensed to be consumed on the premises whether conducted for pleasure or profit, to sell or permit to be consumed on the premises beer as the same is defined by law, between the hours of ~~two one~~ o'clock (2:00 4:00) A.M. and seven o'clock (7:00) A.M.”

Section 2: That Twin Falls City Code § 3-9-9 is amended as follows:

“3-9-9: CLOSING HOURS AND DAYS:

It shall be unlawful to sell, offer for sale, give away, consume or permit or allow to be consumed, any liquor upon any licensed premises ~~on during~~ the following days ~~and during the following~~ hours:

(A) ~~Memorial Day, Thanksgiving and~~ Christmas from one o'clock (1:00) A.M. to ten o'clock (10:00) A.M. the following day.

(B) On any other day between ~~two one~~ o'clock (2:00 4:00) A.M and ten o'clock (10:00) A.M.

~~(C) On any day of a state or city general or special election until after the time when the polls are closed.”~~

PASSED BY THE CITY COUNCIL,

, 2015.

SIGNED BY THE MAYOR

, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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