

COUNCIL MEMBERS:

Suzanne Hawkins	Nikki Boyd	Shawn Barigar	Chris Talkington	Gregory Lanting	Don Hall	Ruth Pierce
Vice Mayor		Mayor				



AGENDA
Meeting of the Twin Falls City Council
Monday, February 8, 2016 - City Council Chambers
305 3rd Avenue East -Twin Falls, Idaho

5:00 P.M.

PLEDGE OF ALLEGIANCE TO THE FLAG
 CALL MEETING TO ORDER
 CONFIRMATION OF QUORUM
 CONSIDERATION OF THE AMENDMENTS TO THE AGENDA
 PROCLAMATIONS: None
GENERAL PUBLIC INPUT

AGENDA ITEMS	Purpose:	By:
I. <u>CONSENT CALENDAR:</u>		
1. Consideration of a request to approve the Accounts Payable for January 26 – February 8, 2016.	Action	Sharon Bryan
2. Consideration of a request to approve the January 25, 2016, City Council Minutes.	Action	Sharon Bryan
3. Consideration of a request to approve the Curb-Gutter & Sidewalk Improvement Deferral Agreement for property located 349 Tyler Street for Hector Maldonado Reyes.	Action	Troy Vitek
4. Consideration of a request to accept the Improvement Agreement for the purpose of developing Laurelwood Subdivision No. 3.	Action	Troy Vitek
5. Consideration of a request to approve a Trust Agreement for Laurelwood Subdivision No. 3, placing the following lots in trust: Lots 3, 4, 5, 6, 7, Block 1, Lot 17, Block 2, Lots 1, 2, 3, 4, 5, 6, 7, Block 3.	Action	Troy Vitek
6. Consideration of a request to rename Robbins Avenue, as platted, to Robbins Avenue West.	Action	Jacqueline Fields
7. Consideration of a request to approve the Final Plat for Morning Sun Subdivision #9.	Action	Jonathan Spendlove
8. Consideration of a request to approve the Final Plat for Laurelwood Subdivision #3.	Action	Jonathan Spendlove
II. <u>ITEMS FOR CONSIDERATION:</u>		
1. Presentation of City Council liaison assignments effective February 1, 2016.	Presentation	Shawn Barigar
2. Update on Main Avenue Redesign progress.	Update	Mandi Roberts, OTAK
3. Consideration of a request by Morning Sun Partners to make a contribution to Morning Sun Park in-lieu of park land dedication for Morning Sun #9.	Action	Wendy Davis
4. Consideration of a request by Cornerstone Industries, LLC to revise a prior In-Lieu Contribution relating to Quail Ridge Estates Subdivision.	Action	Wendy Davis
5. Consideration of a request to adopt an ordinance rezoning property located at 2176 and 2188 Addison Avenue East from R-2 and R-2 Pro to RB; Residential Business.	Action	Jonathon Spendlove
6. Consideration of a request to adopt a resolution repealing Resolution 1934, which provided for the establishment of a Senior Citizen Advisory Commission.	Action	Brian Pike
7. Discussion on the City Manager’s recommendation to fill the City’s Economic Development Director and the Twin Falls Urban Renewal Executive Director role and position.	Discussion	Travis Rothweiler
8. Public input and/or items from the City Manager and City Council.		
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u> 6:00 P.M. – None		
1. Request for an amendment to Quail Ridge Estates PUD #249 to amend the PUD Agreement to be consistent with the 2010 Land Trade Agreement between the City and Cornerstone Industries, LLC on property located on the west side of 3400 East Road & South of the Snake River Canyon within the City’s Area of Impact. WITHDRAWN BY APPLICANT		
V. <u>ADJOURNMENT:</u>		

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

Twin Falls City Council-Public Hearing Procedures for Zoning Requests

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

COUNCIL MEMBERS:

Suzanne Hawkins	Nikki Boyd	Shawn Barigar	Chris Talkington	Gregory Lanting	Don Hall	Ruth Pierce
Vice Mayor		Mayor				



MINUTES

Meeting of the Twin Falls City Council
 Monday, January 25, 2016 - City Council Chambers
 305 3rd Avenue East -Twin Falls, Idaho

5:00 P.M.

PLEDGE OF ALLEGIANCE TO THE FLAG
 CALL MEETING TO ORDER
 CONFIRMATION OF QUORUM
 CONSIDERATION OF THE AMENDMENTS TO THE AGENDA
 PROCLAMATIONS: None
GENERAL PUBLIC INPUT

AGENDA ITEMS

Purpose:

By:

I. CONSENT CALENDAR:

1. Consideration of a request to approve the Accounts Payable for January 19 through January 25, 2016.
2. Consideration of a request to approve the January 19, 2016, City Council Minutes.

Action

Sharon Bryan

Action

Sharon Bryan

II. ITEMS FOR CONSIDERATION:

1. Swearing in ceremony for returning Twin Falls Police Department Officer Steven Gassert. It is requested that Vice Mayor Suzanne Hawkins administer the Oath of Office.
2. Presentation of an update on the Rogerson Hotel Recovery Project.
3. Consideration of a request to amend Twin Falls City Code 6-2-3, Disorderly Conduct, Houses.
4. Consideration of a request to approve changing the advisory function of the Senior Citizen Advisory Commission from the City Council to the Office of the City Manager.
5. Consideration of a request to approve the questions included in the National Citizen Survey.
6. Public input and/or items from the City Manager and City Council.

Action

Chief Craig Kingsbury
Suzanne Hawkins/Vice Mayor

Presentation

Nancy Taylor/Historic
Preservation Commission

Action

Lieutenant John K. Wilson

Action

Brian Pike
Deputy City Manager

Action

Travis Rothweiler
City Manager

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:

IV. PUBLIC HEARINGS:

6:00 P.M.

1. Consideration of a request to approve a Zoning Title Amendment and to adopt an ordinance for an amendment to Title 10; Chapter 7; Section 14: by redefining the area prohibited for outside storage or display of merchandise and defining the term "primary business building" for the City of Twin Falls. (app.2757)

PH/Action

Jonathan Spendlove/
Planner I

V. ADJOURNMENT:

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

Present: Suzanne Hawkins, Nikki Boyd, Chris Talkington, Greg Lanting, Ruth Pierce

Absent: Shawn Barigar, Don Hall

Staff Present: City Manager Travis Rothweiler, City Attorney Fritz Wonderlich, Deputy City Manager Mitchel Humble, Deputy City Manager Brian Pike, Planner 1 Jonathan Spendlove, Police Chief Kingsbury, Lieutenant John K Wilson, and Deputy City Clerk Sharon Bryan

PLEDGE OF ALLEGIANCE TO THE FLAG

Vice Mayor Hawkins called the meeting to order at 5:00 P.M. She then asked all present, who wished, to recite the pledge of Allegiance to the Flag.

CONFIRMATION OF QUORUM

A quorum is present.

CONSIDERATION OF THE AMENDMENTS TO THE AGENDA – None

PROCLAMATIONS: None

GENERAL PUBLIC INPUT – None

I. CONSENT CALENDAR:

1. Consideration of a request to approve the Accounts Payable for January 19 through January 25, 2016.
2. Consideration of a request to approve the January 19, 2016, City Council Minutes.

MOTION:

Councilmember Lanting moved to approve the Consent Calendar as presented. The motion was seconded by Councilmember Pierce. Roll call vote showed all members present voted in favor of the motion. Approved 5 to 0

II. ITEMS FOR CONSIDERATION:

1. Swearing in ceremony for returning Twin Falls Police Department Officer Steven Gassert. It is requested that Vice Mayor Suzanne Hawkins administer the Oath of Office.

Police Chief Kingsbury introduced Officer Steven Gassert.

Vice Mayor Hawkins administered the Oath of Office to Steven Gassert.

2. Presentation of an update on the Rogerson Hotel Recovery Project.

Historic Preservation Committee Chair Nancy Taylor gave up date on the Rogerson Hotel Recovery Project.

City Council thanked Nancy Taylor and the Historic Preservation Committee for all the work they have done to preserve historic items from the Rogerson Hotel building.

Julie Oxarango-Ingram, Director of the Southern Idaho Rural Development gave a report on the Old Rogerson School renovation.

Michelle Mathews, Twin Falls County Museum, said that they will help with storing the salvaged items from the Rogerson Building.

3. Consideration of a request to amend Twin Falls City Code 6-2-3, Disorderly Conduct, Houses.

Lieutenant Wilson explained the request to amend Twin Falls City Code 6-2-3, Disorderly Conduct, and Houses.

City Council discussion ensued on the following:

Urination on public and private property.

Court fees.

City Attorney Wonderlich explained the purpose for the amendment.

Councilmember Talkington made a motion to suspend the rules and place Ordinance #3112 on third and final reading by title only. The motion was seconded by Councilmember Pierce. Roll call vote showed all members present voted in favor of the motion. Approved 5 to 0

Deputy City Clerk Bryan read the ordinance by title only:

ORDINANCE NO. 3112

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING TWIN FALLS CITY CODE §6-2-3, BY THE ADDITION OF OTHER CONDUCT CONSTITUTING DISORDERLY CONDUCT.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, THAT TWIN FALLS CITY CODE §6-2-3 IS AMENDED AS FOLLOWS:

MOTION:

Councilmember Lanting made a motion to adopt Ordinance 3112. The motion was seconded by Councilmember Boyd. Roll call vote showed all members present voted in favor of the motion. Approved 5 to 0.

4. Consideration of a request to approve changing the advisory function of the Senior Citizen Advisory Commission from the City Council to the Office of the City Manager.

Deputy City Manager Pike gave history on the Senior Citizen Advisory Commission and asked approval to change the advisory function from the City Council to the Office of the City Manager.

Discussion ensued on the following:

Supportive of changing advisory function.

Majority of people attending are the providers.

This change would allow seniors to hold meetings where they are comfortable.

City Council agreed to change the commission to an Advisory Group.

Deputy City Manager Pike will make the changes to resolution and will bring it back to City Council.

5. Consideration of a request to approve the questions included in the National Citizen Survey.

City Manager Rothweiler gave presentation and asked Council for input on the questions included in the National Citizens Survey using visuals.

Discussion ensued on the following:

A two year comparison is valuable.

Would like all forms of government added to question #11.

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

City Manager Rothweiler said there are only two items on the Agenda next week and asked if City Council would like to have a short meeting or cancel meeting next week.

MOTION:

Councilmember Lanting moved to cancel the City Council Meeting set for February 1, 2016. The motion was seconded by Councilmember Pierce. Roll call vote showed those voting Yea: Lanting, Pierce, Hawkins and Boyd. Those voting Nay: Talkington. Approved 4 to 1

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS: None

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

1. Consideration of a request to approve a Zoning Title Amendment and to adopt an ordinance for an amendment to Title 10; Chapter 7; Section 14: by redefining the area prohibited for outside storage or display of merchandise and defining the term “primary business building” for the City of Twin Falls. (app.2757)

Planner I Spendlove presented the request to approve a Zoning Title Amendment using visuals.

Discussion ensued on the following:

Sidewalk sales

Downtown displays in front of business.

City Attorney Wonderlich explained the request.

Open public comment 6:14 P.M.

Close public comment 6:15 P.M.

MOTION:

Councilmember Talkington made a motion to suspend the rules and place Ordinance #3113 on third and final reading by title only. The motion was seconded by Councilmember Lanting. Roll call vote showed all members present voted in favor of the motion. Approved 5 to 0

Deputy City Clerk Bryan read the ordinance by title only:

ORDINANCE NO. 3113

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING TWIN FALLS CITY CODE 10-7-14, BY REDEFINING THE AREA PROHIBITED FOR THE OUTSIDE STORAGE OR DISPLAY OF MERCHANDISE.

MOTION:

Councilmember Talkington made a motion to adopt Ordinance No. 3113. The motion was seconded by Councilmember Pierce. Roll call vote showed all members present voted in favor of the motion. Approved 5 to 0.

V. ADJOURNMENT:

The meeting adjourned at 6:16 P.M.

Sharon Bryan, Deputy City Clerk

http://twinfalls.granicus.com/MediaPlayer.php?view_id=2&clip_id=478



Date: Monday, February 8, 2016
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Curb-Gutter & Sidewalk Improvement Deferral Agreement – 349 Tyler St. for Hector Maldonado Reyes.

Time Estimate:

The presentation will take approximately 5 minutes.

Background:

The property owner wishes to place a manufactured home on a permanent foundation on the property located at 349 Tyler St. A building permit would require frontage improvements, such as curb, gutter and sidewalk installation. This home is located in an older neighborhood that does not have curb, gutter or sidewalk. Due to the nature of this neighborhood and the fact that there are no adjoining curb, gutter and sidewalk to tie into, the homeowner is requesting a deferral on the curb, gutter and sidewalk requirement.

Approval Process:

City Code 10-11-5 (B) states the City Engineer may defer construction if the improvement would create a traffic hazard or unusual drainage problem. Staff believes construction of curb, gutter and sidewalk at this location is not warranted at this time.

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 owner to defer construction until the City Engineer requires construction.

Conclusion:

Staff recommends that the Council approve the request as presented.

Attachments:

1. Aerial Map
2. Street View Images
3. Curb-Gutter and Sidewalk Deferral Agreement

CURB-GUTTER AND SIDEWALK IMPROVEMENT DEFERRAL AGREEMENT

This Agreement made and entered into this 21st day of January, 2016, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City", and Hector Maldonado Reyes, hereinafter called "Developer", for the purpose of constructing certain improvements on property sought to be developed at 349 Tyler St.

WHEREAS, Developer certifies that he is the owner in fee simple or the authorized agent of the owner in fee simple of the real property described on the attached Exhibit "A"; and,

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 above described real property, marked Exhibit "A", showing ownership of said real property to be in Developer, 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 in the following manner: Place a manufactured home on permanent foundation; and,

WHEREAS, the Developer is obligated to construct certain improvements, namely curb-gutter and sidewalk, pursuant to Title 10, Chapter 11 of the Twin Falls City Code; and,

WHEREAS, the City is authorized, pursuant to Twin Falls City Code Section 10-11-5(B) (2) to defer said improvements; and,

WHEREAS, the City Council on _____ agreed to defer construction of the aforementioned improvements,

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 defer construction of the required curb-gutter and sidewalk until _____, or until such time as the obligation of curb-gutter and sidewalk construction on adjacent property or properties allows the City Engineer to require construction under the conditions specified in City Code Section 10-11-5(B) (2).

II.

Developer agrees to: 1) complete construction of curb-gutter and sidewalk on the real property described above when required by the City Council.

III.

Developer further agrees that in the event the Developer fails to complete the aforementioned construction, the City may complete the construction at the City's expense and may file a lien against the aforementioned property for expenses incurred by the City in said construction.

IV.

Developer agrees to pay the total actual cost of all materials, labor and equipment necessary to completely construct all of the improvements required herein and to construct or contract for the construction of all such improvements.

Developer agrees to request in writing that the City Engineer and any other required department of the City make the following inspections and to not proceed with construction until the required inspection is complete and the work has been approved in writing by the City Engineer or his authorized inspector. All such inspections shall be scheduled fifteen (15) days prior to beginning work and the request for an inspection shall be made on working day before the required inspection. Developer agrees to apply all costs resulting from his failure to properly schedule and request a required inspection or from proceeding with work before receiving approval to proceed. Developer agrees to remove or correct any rejected, unapproved or defective work or materials all as required by the City Engineer.

Required inspections shall include: 1) approval of all materials before inspection; 2) approval of forms and gravel base before pouring any concrete curb-gutter and sidewalk; and 3) approval of finished curb-gutter and sidewalk.

VI.

The Developer agrees to: 1) allow the City full and complete access to the construction; 2) provide all materials necessary to conduct all tests; and 3) provide the equipment and perform or have performed any testing of manufactured materials required by the City Engineer.

VII.

Developer agrees to obtain any necessary permits from the Twin Falls Highway District or the State of Idaho Department of Highways prior to construction improvements on their respective rights-of-way if said permits are required by the aforementioned agencies. A certified copy of said permit or the original of said permit shall be submitted to the City prior to beginning construction thereon.

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

In the event of a breach of this 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 cost awarded by the Court.

CITY OF TWIN FALLS, IDAHO

BY _____ Mayor

DEVELOPER

x Hector Maldonado Reyes

STATE OF IDAHO

On this 21 day of January, 2016, before me a notary public in and for said State, personally appeared HECTOR MALDONADO REYES

known to me to be the person who name LISA subscribed to the within instrument, and acknowledged to me that Hector Maldonado Reyes executed the same.

Lisa A. Strullon
Notary Public
Residing in Bonneville County
Expires 8/25/18

STATE OF IDAHO

On this ___ day of _____, 20___, before me a notary public in and for said State, personally appeared _____

known to me to be the person who name subscribed to the within instrument, and acknowledged to me that _____ executed the same.

Notary Public
Residing in _____
Expires _____

TWIN FALLS COUNTY
Recorded for:
HECTOR MALDONADO
11:01:46 AM 01-11-2016
2016-000513
No. Pages: 1 Fee: \$ 10.00
KRISTINA GLASCOCK
County Clerk
Deputy: DWRIGHT

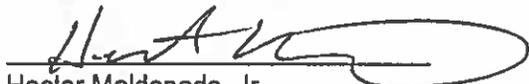
WARRANTY DEED

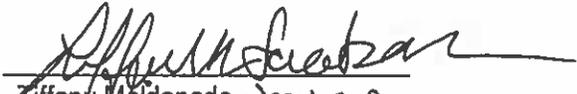
FOR VALUE RECEIVED, Hector Maldonado, Jr. and Tiffany Maldonado, husband and wife, the Grantor(s), do hereby grant, bargain sell and convey unto Hector Maldonado, Jr. and Tiffany Maldonado, husband and wife, the Grantee, whose current address is 339 Tyler Street, Twin Falls, Idaho 83301, the following described premises, in Twin Falls County, Idaho,
TO WIT:

Lot 16, except the south 1.5 feet thereof, Block 1, North View Addition,
Twin Falls County Idaho, according to the official plat thereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all encumbrances EXCEPT: Subject to all existing patent reservations, easements, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable, and that Grantors will warrant and defend the same from all lawful claims whatsoever.

Dated: 1-11-16


Hector Maldonado, Jr.

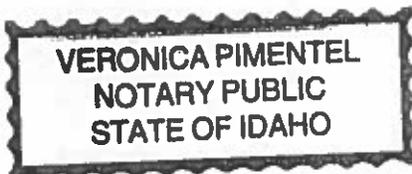

Tiffany Maldonado Jacobson

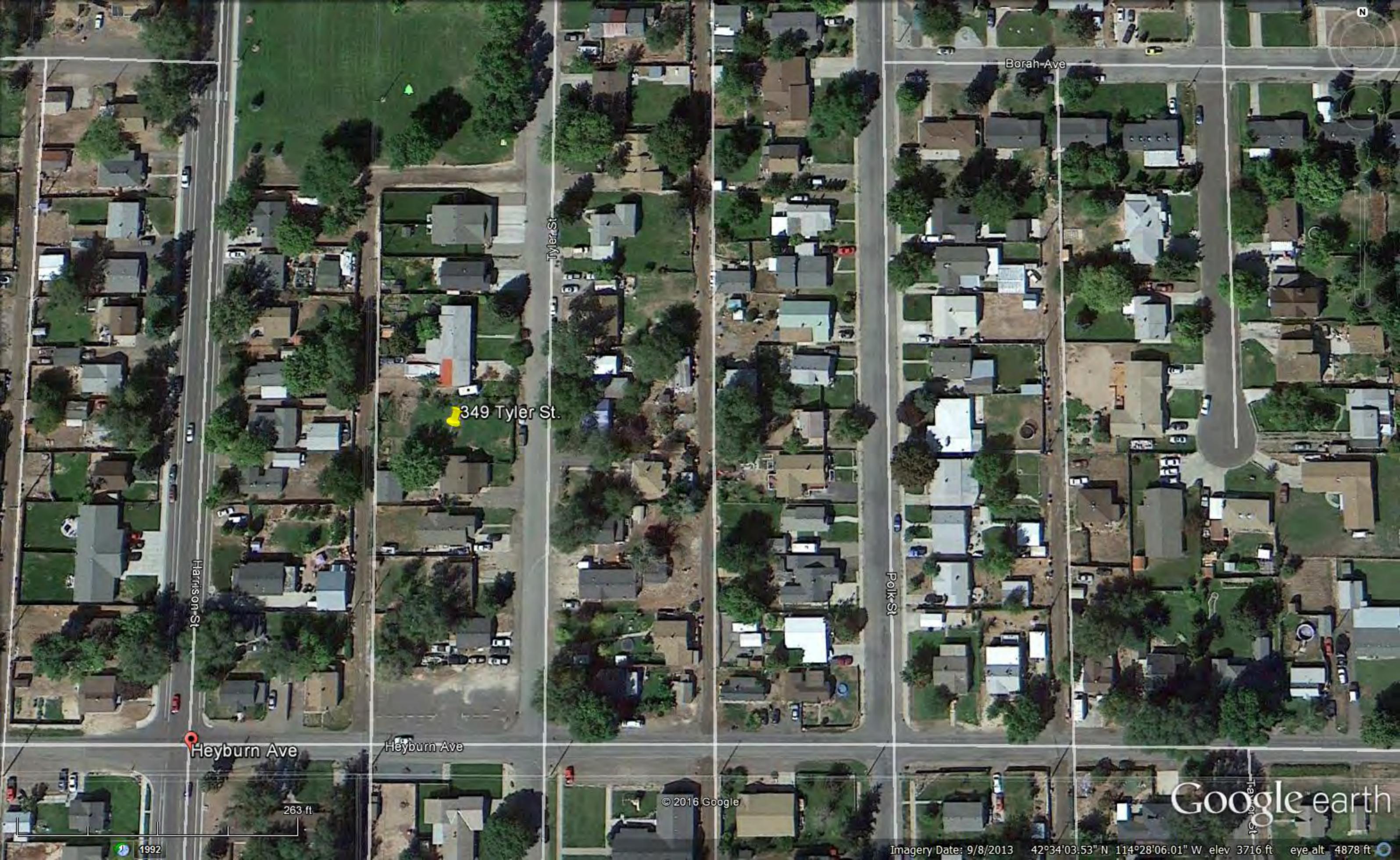
State of Idaho)
) S.S.
County of Twin Falls)

On this 11th day of January, in the year of 2016, before me, the undersigned, personally appeared Hector Maldonado, Jr. and Tiffany Maldonado, proved to me on the basis of satisfactory evidence to be they persons whose names are subscribed to the within instrument, and acknowledged that he they executed the same.



Notary Public
My Commission Expires on 1/7/2020





Borah Ave

Tyler St

349 Tyler St.

Polk St

Harrison St

Heyburn Ave

Heyburn Ave

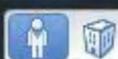
Google earth

263 ft

© 2016 Google

Imagery Date: 9/8/2013 42°34'03.53" N 114°28'06.01" W elev 3716 ft eye alt 4878 ft

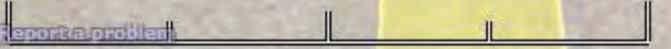
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Google earth

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Date: Monday, February 8, 2016
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to accept the Improvement Agreement for the purpose of developing **Laurelwood Subdivision No. 3**.

Time Estimate:

The staff presentation will take approximately 2 minutes.

Background:

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 ____ day of ____, 20____, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and WOLVERTON HOMES, LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development LAURELWOOD SUBD. No. 3.

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:

RESIDENTIAL SUBDIVISION

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

NONE

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


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.



Date: Monday, February 8, 2016
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to approve a Trust Agreement for **Laurelwood Subdivision No. 3**, placing the following lots in trust:

Lots 3, 4, 5, 6, 7, Block 1
Lot 17, Block 2
Lots 1, 2, 3, 4, 5, 6, 7, Block 3

Background:

The Laurelwood Subdivision No. 3 is located on the north side of Falls Avenue E. and east of Hankins Road N.. The developer is requesting to place the aforementioned lots 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 18th day of DECEMBER, 20 15, by and between GARY M. WOLVERTON, a married man dealing with his sole and separate 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:

The real property subject to this notice is Lots 3, 4, 5, 6, 7, Block 1;
AND Lot 17, Block 2;
AND Lots 1, 2, 3, 4, 5, 6, 7, Block 3 LAURELWOOD SUBDIVISION NO. 3, as platted in the 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 in LAURELWOOD SUBDIVISION NO. 3, 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: 12.18.15

TRUSTOR:

BY: 

Gary M. Wolverton

Date: _____

TRUSTEE:
TITLEFACT, INC.

BY: _____
Richard B. Stivers, President

Date: _____

BENEFICIARY:
CITY OF TWIN FALLS, IDAHO

BY: _____

STATE OF IDAHO
County of Twin Falls

On this 18th day of December, 2011⁵, before me, a Notary Public in and for said State, personally appeared **GARY M. WOLVERTON**, known or identified to me to be the person whose name subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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

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



* * * * *

STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 20____, 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

Notary Public for Idaho
Residing at:
My Commission expires:

* * * * *

STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 20____, 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 he/she/they 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 any undeveloped lot in LAURELWOOD SUBDIVISION NO. 3 until such requirements are met as required by Twin Falls City Codes 10-12-2-4(G) and 10-12-4-3 and an Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

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

The real property subject to this notice is Lots 3, 4, 5, 6, 7, Block 1;
AND Lot 17, Block 2;
AND Lots 1, 2, 3, 4, 5, 6, 7, Block 3 LAURELWOOD SUBDIVISION NO. 3, as platted in the records of Twin Falls County, Idaho.

Dated this 18TH day of DECEMBER, 20 15.

BY:



GARY M. WOLVERTON

TITLEFACT, INC.

BY: _____

Richard B. Stivers, President



Heatherwood Rd

Wildwood Way

Laurelwood Ct

Laurelwood Dr

N Canyon Ridge Dr

Ridge Pl

Falls Ave

Laurelwood Subdivision No. 3

596 ft

© 2016 Google

Google earth

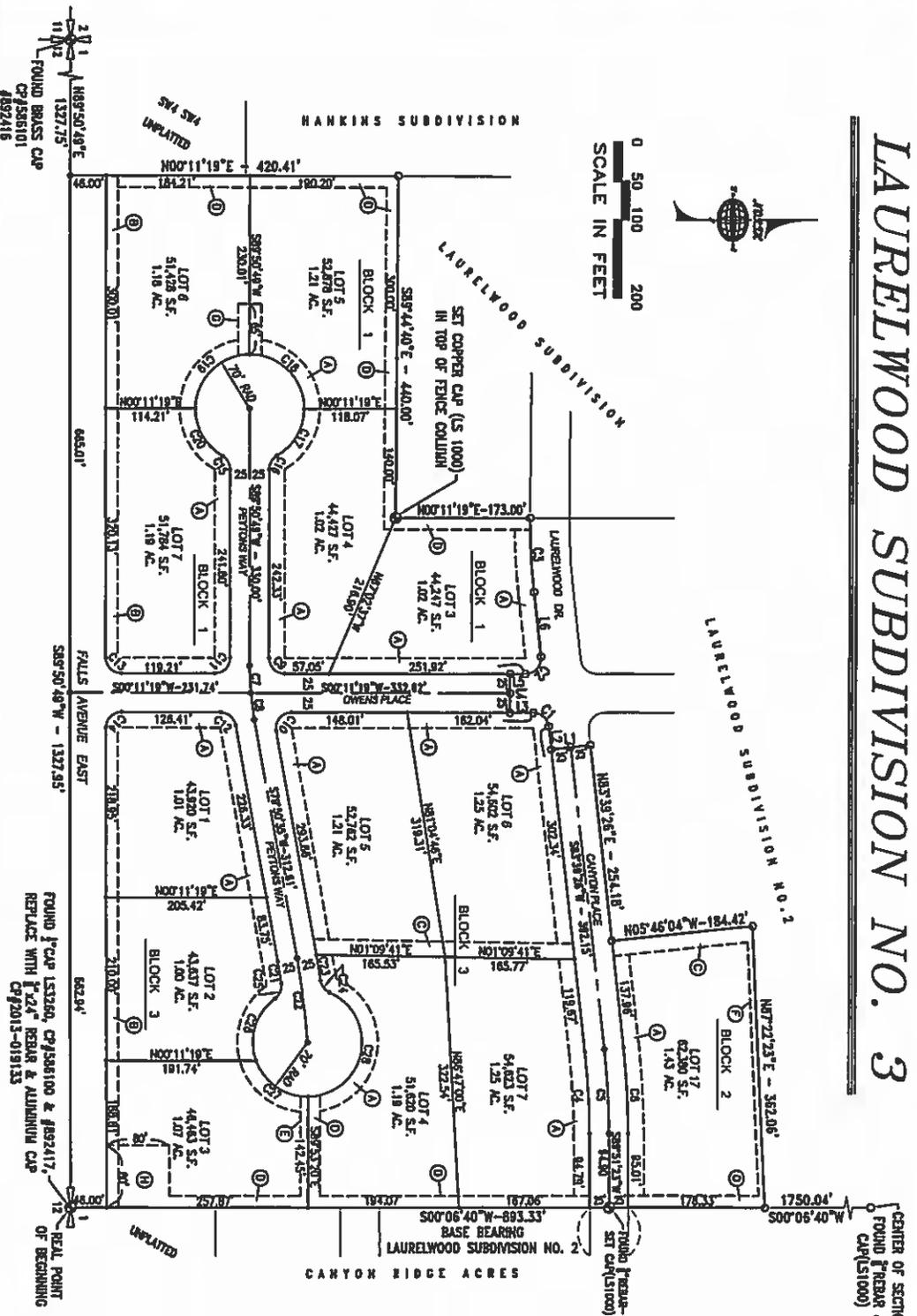
Imagery Date: 9/8/2013 42°34'44.33" N 114°24'45.89" W elev 3738 ft eye alt 6351 ft

1992

LAURELWOOD SUBDIVISION NO. 3



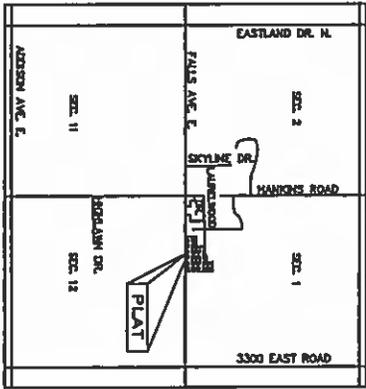
0 50 100 200
SCALE IN FEET



CENTER OF SECTION
FOUND REBAR &
CAP(S1000)

Located in a Portion of
SE 1/4 SW 1/4, Section 1
T. 10 S., R. 17 E., B.M.
Twin Falls County, Idaho
2014

VICINITY MAP



EASEMENT LEGEND

- (A) 20' ROADWAY, UTILITY, DRAINAGE, WELL & IRRIGATION EASEMENT
- (B) 15' LANDSCAPING, UTILITY, DRAINAGE, & IRRIGATION EASEMENT
- (C) 20' UTILITY, DRAINAGE, & IRRIGATION EASEMENT
- (D) 15' UTILITY, DRAINAGE, & IRRIGATION EASEMENT
- (E) 10' UTILITY, DRAINAGE, & IRRIGATION EASEMENT
- (F) 7.5' UTILITY, DRAINAGE, & IRRIGATION EASEMENT
- (G) 30' UTILITY, DRAINAGE, & IRRIGATION EASEMENT
- (H) 60'x60' UTILITY, DRAINAGE, & IRRIGATION EASEMENT

NOTE: UTILITY LOCATIONS, BUT NOT LIMITED TO, INTERFERING WITH THE PROPOSED UTILITY, DRAINAGE, WELL & IRRIGATION EASEMENTS, SHALL BE REMOVED AT THE OWNER'S RISK AND EXPENSE. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- STREET CENTERLINE
- EASEMENT LINE
- SET 1/2" x 24" REBAR & CAP(S1000)
- SET 3/8" x 24" REBAR & CAP(S1000)
- FOUND 5/8" REBAR & CAP(S1000)
- FOUND MONUMENT AS NOTED

HEALTH CERTIFICATE

Sanitary conditions as required by Idaho Code Title 24, Chapter 13, have been determined to exist in the subdivision. The health officer has approved the subdivision and the subdivision is hereby certified as being suitable for development.

NOTE

This plat on this plat are subject to restrictions concerning the location of wells and septic systems. These restrictions are on file at South Central Public Health District and septic system permits shall not be issued unless they conform to these restrictions.

REBAR: South Central Public Health District Date:

CHIRVE TABLE

CURVE	BELT	RADIUS	ARC	CHORD	TANGENT	L.C.B.
C1	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C2	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C3	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C4	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C5	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C6	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C7	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C8	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C9	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C10	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C11	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C12	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C13	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C14	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C15	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C16	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C17	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C18	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C19	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C20	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C21	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C22	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C23	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C24	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C25	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C26	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C27	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C28	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C29	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'
C30	4020.00'	2000'	38.16'	28.84'	12.46'	4020.00'

LINE	LENGTH	BEARING
L1	50.00'	N62°00'00"W
L2	20.00'	N62°00'00"W
L3	20.00'	N62°00'00"W
L4	50.00'	S88°44'17"E
L5	18.50'	S88°44'17"E
L6	41.49'	N62°00'00"E





Date: February 8, 2016
To: Honorable Mayor and City Council
From: Jacqueline D. Fields, P.E., City Engineer

Consent Request:

Consideration of a request to rename Robbins Avenue, as platted, to Robbins Avenue **West**.

Time Estimate:

The staff presentation will take approximately 2 minutes.

Background:

Robbins Avenue, west of Washington Street North, was platted as roadway right-of-way in various subdivision plats. Currently the county has designated all of Robbins Avenue, west of Washington Street North, as Robbins Avenue West. We would like our records to coincide with the county, therefore we would like to change the Robbins Avenue, west of Washington Street North, to Robbins Avenue West. This change also follows the City Code naming convention.

Approval Process:

City Code Section 8-1-3 states: The names of streets and avenues as given and shown on the map of the City adopted by the City Council on February 25, 1957, and on file in the office of the City Clerk, or as may hereafter be renamed by said Council, are hereby declared to be the names of the same. Names of all streets and avenues hereafter dedicated shall be approved by the City Council. (1958 Code, ch. IV, art. 1).

Budget Impact:

The Council's approval of this request will not impact the City budget.

Regulatory Impact:

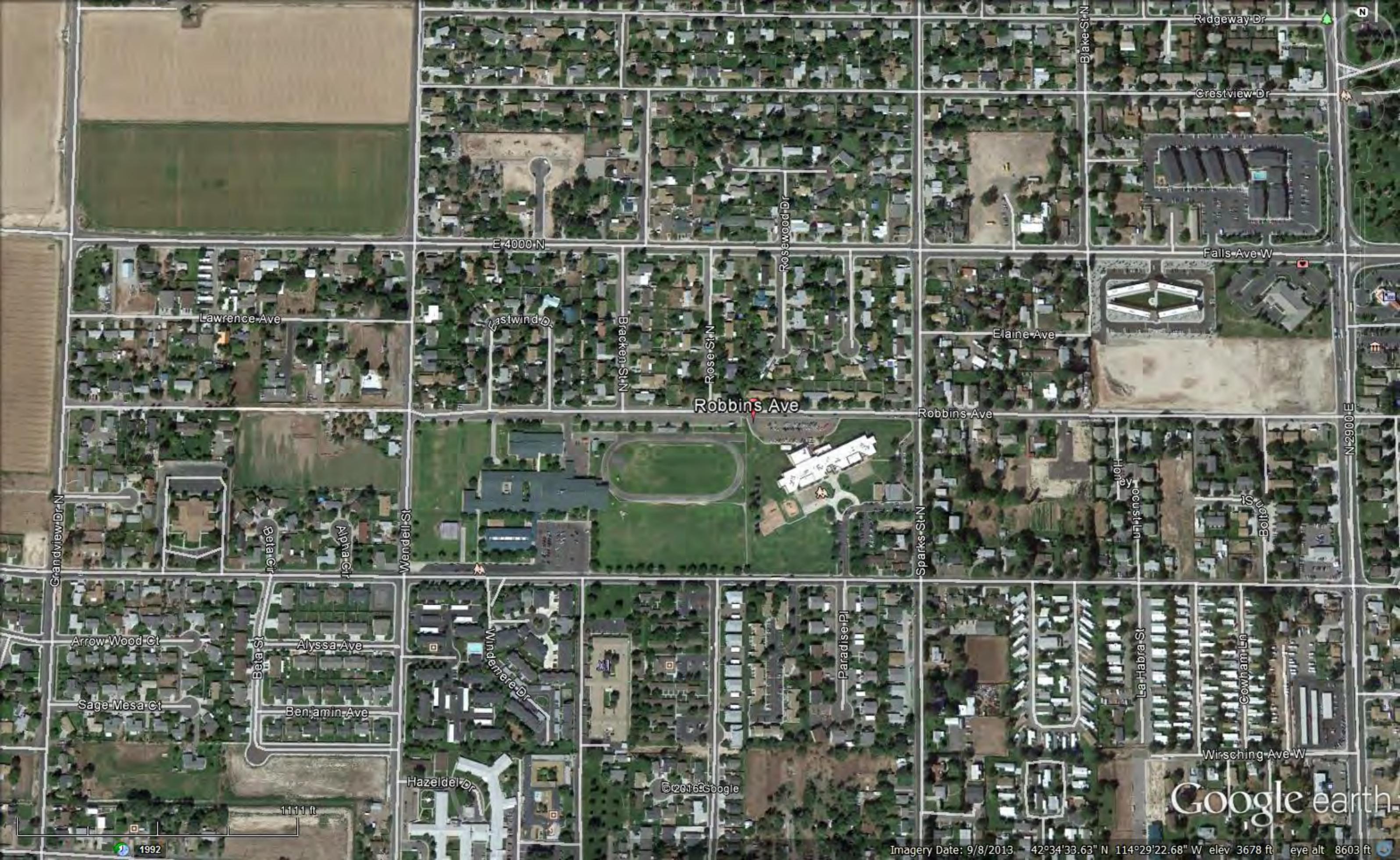
None.

Conclusion:

Staff recommends that the Council approve the request to rename Canyon Crest Drive to Canyon Crest Drive West.

Attachments:

1. Location Map



Ridgeway Dr

Crestview Dr

Falls Ave W

Blake St N

E 4000 N

Rosewood Dr

Lawrence Ave

Eastwind Dr

Bracken St N

Rose St N

Elaine Ave

Robbins Ave

Robbins Ave

N 2900 E

Grandview Dr N

Bela Cir

Alpha Cir

Wendell St

Honey Locust Ln

Bolton St

Arrow Wood Ct

Alyssa Ave

Wincemere Dr

Paradise Pl

Bela St

Benjamin Ave

La Habra St

Cowham Ln

Sage Mesa Ct

Hazeldel Dr

Wirsching Ave W

© 2016 Google

Google earth



1992

Imagery Date: 9/8/2013 42°34'33.63" N 114°29'22.68" W elev 3678 ft eye alt 8603 ft



Public Hearing: MONDAY FEBRUARY 08, 2016

To: Honorable Mayor and City Council

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

ITEM I-

Request: Request for approval of a Final Plat for Morning Sun Subdivision No. 9, approximately 8.75 (+/-) acres consisting of 27 single family residential lots and 1 tract on property located at the north east corner of Hankins Road North (aka 3200 East Road) and Stadium Blvd. c/o Gerald Martens/EHM Engineers, Inc. on behalf of Morning Sun Partners, LLC.

Time Estimate:

There is no presentation for this item, however, the Council may remove from the Consent Calendar to allow for questions or comments.

Background:

Applicant:	Status: Owner	Size: 8.75 (+/-) acres
Morning Sun Partners, LLC 621 North College Rd #100 Twin Falls, ID 83301 208-734-4888	Current Zoning: R-2	Requested Zoning: Approval of the Morning Sun Subdivision No. 9 Final Plat
	Comprehensive Plan: Medium Density	Lot Count: 27 S/F Lots and 1 Tract
	Existing Land Use: Agricultural Farm	Proposed Land Use: Residential Development
Representative:	Zoning Designations & Surrounding Land Use(s)	
Gerald Martens EHM Engineers, Inc. 621 N College Rd #100 Twin Falls ID 83301 gmartens@ehminc.com 208-734-4888	North: R-1 VAR in Aol; Residential	East: R-2; Pillar Falls Elementary School under development
	South: R-2; Stadium Blvd-partially developed, residence/agricultural	West: Hankins Road North, R-1 VAR Residential
	Applicable Regulations: 10-1-4, 10-1-5, 10-12-1 through 4, 10-12-3.11	

Approval Process:

As per Twin Falls City Code 10-12-2.4 (A) & (F) - Action on Final Plat:

- (A) Application: After the approval or conditional approval of the preliminary plat, the subdivider may cause the total parcel, or any part thereof, to be surveyed, and a final plat prepared in accordance with the approved preliminary plat. The subdivider shall submit to the administrator three (3) copies of the final plat. (Ord. 2012, 7-6-1981)
- (F) Council Action: The council, at its next meeting following receipt of the administrator's report, shall consider the commission's findings and comments from concerned persons and agencies to arrive at a decision on the final plat. The council shall approve, approve conditionally, disapprove or table the final plat for additional information. A copy of the approved plat shall be filed with the administrator. Upon granting or denying the final plat the council shall specify what if any conditions shall apply prior to recordation or development of the site.

Budget Impact:

Approval and recordation of a final plat will allow the site to be developed as approved. Development could be a positive impact on the City budget.

Regulatory Impact:

Upon approval of a final plat by the City Council and upon approval of construction plans, the plat may be recorded and lots sold for development.

History:

The Twin Falls School District purchased the property in 1990 from Melvin Sackett. The land was used for agricultural purposes. The Sacket Farm Conveyance Plat was approved by the City Council and recorded in June 2008. This conveyance plat was for the purposes of selling a 2 acre lot to the City for a regional pressurized irrigation pump station. In August 2014, the City Council granted a request for annexation of this property. In November 2014, the City Council approved a Comprehensive Plan Amendment from Agricultural to Medium Density and a Water Service Boundary change to include this area. On February 9, 2015, the City Council approved a Zoning District and Zoning Map Amendment that changed this property from R-1 VAR to the R-2 Zoning District. Also in February 2015 the City Council approved a final plat of the Sacket Farms Sub No. 2. The Pillar Falls Elementary school is under development on Lot 1, Block 1, Sacket Farms Sub No. 2.

Analysis:

This is a request for approval of the final plat of Morning Sun Subdivision No. 9, 8.75 (+/-) acres consisting of 27 single family residential lots and 1 tract on property located at the north east corner of Hankins Road North (aka 3200 East Road) and Stadium Blvd. This is a replat of Lot 2, Block 1 of the Sacket Farms Subdivision No. 2. Pillar Falls Elementary School is under construction on Lot 1 just east of this site. There was a Parks in- Lieu Contribution request for \$17,064 submitted with the Morning Sun Subdivision No 9 preliminary plat application packet.

On March 9, 2015 the City Council approved the final plat of Morning Sun Subdivision No. 8 subject to a commitment by the developer to work with the Parks and Recreation Director to finalize an appropriate parks-in-lieu contribution/\$\$ amount and/or to consider what, if any, park amenities may be considered to be installed at the Morning Sun Park. Morning Sun Park is located at the SE corner of Meadowview Lane and Stadium Blvd. No action was taken at that time.

The Morning Sun #9 preliminary plat application included a Parks in- Lieu Contribution request for \$17,064 and a statement from the developer that he wishes to use the combined parks-in-lieu contributions for both Morning Sun No. 9 and Morning Sun No. 8 to improve and install park amenities to Morning Sun Park. This proposal was presented to the Parks and Recreation Commission on Tuesday, January 12, 2016. The P&R Commission unanimously recommended approval of the proposal as presented. Wendy Davis, Parks & Recreation Director has a request on the City Council Agenda this evening asking for Council approval of the developers proposal to use the combined parks-in-lieu contribution \$\$'s to improve and install park amenities to Morning Sun Park.

Approval of a final plat is the second step of the plat approval process. A preliminary plat is presented to the Planning and Zoning Commission. The Commission may approve the preliminary plat, deny it, or approve it subject to conditions. A final plat, that is in conformance with the approved preliminary plat and including any conditions the Commission may have required, is then presented to the City Council. Only after a final plat has been approved by the City Council and construction plans approved, may the plat be recorded and lots sold for development.

Approval of a preliminary plat does not constitute a commitment by the City to provide water or waste water services. The plat indicates that each lot will be connected to City of Twin Falls water and sewer systems. A guarantee of services comes when the City Engineer signs a will-serve letter after final and construction plans are reviewed. It is also indicated on the Preliminary Plat that the site will be on a pressure irrigation (P.I.) system.

The plat is consistent with other subdivision development criteria and is in conformance with the Comprehensive Plan which designates this area as appropriate for medium density residential use.

On December 8, 2015 the Morning Sun Preliminary Plat #9 was approved by the Commission as presented and subject to the following conditions:

1. Subject to final technical review and amendments as required by Building, Engineering, Fire, and Zoning officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to City Council decision on the Parks-In-Lieu Contribution request of Morning Sun Subdivision No. 8 and Morning Sun Subdivision No. 9 prior to the Morning Sun Subdivision No. 9 final plat being scheduled before the City Council.....*Jan 12, 2016 the P&R Commission unanimously recommended approval of the proposal as presented. The request is also on tonight's CC Agenda for consideration.*

Conclusion:

Staff recommends approval of the Morning Sun #9 final plat as presented and subject to the following conditions:

1. Subject to final technical review and amendments as required by Building, Engineering, Fire, and Zoning officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to City Council approval on the proposal to use the combined Parks-In-Lieu Contribution \$\$'s to improve and install park amenities to Morning Sun Park prior to the Morning Sun Subdivision No. 9 final plat being recorded.

Attachments:

1. Aerial Map
2. Zoning Map
3. Preliminary Plat
4. Final Plat
5. Dec 8, 2015 P&Z minutes
6. Site Photos



FALLS AVE E

SPRING CREEK DR

Pillar Falls Elementary

Preliminary Plat Morning Sun #9

HANKINS RD N

Aerial Photo Map

Reference Only

Morning Sun #8 (Recently Platted)

Parks In-Lieu area

SKYLINE DR

FALLS AVE E

MORNING SUN DR

SUN MEADOW DR

SUNCREST CIR

STADIUM BLVD

SUNBEAM DR

SUNPOINTE DR

SUNDANCE DR

MEADOWVIEW LN

JAMBOREE DR

JAMBOREE DR

CUB SCOUT DR

EAGLE SCOUT DR

EAGLE PARK AVE

TENDERFOOT DR

STADIUM BLVD

SUNSHINE DR

SUNFIRE DR

SUNDANCE DR

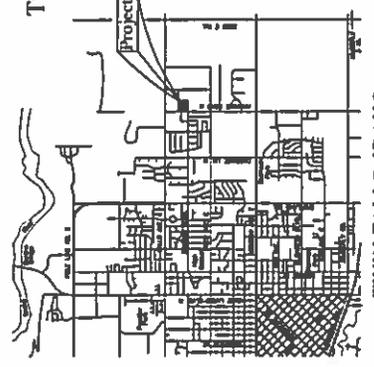
SUNRAY LOOP

SUN TERRACE DR

FILER AVE E

MORNING SUN SUBDIVISION NO. 9
A Re-Subdivision and Re-Numbering of Lot 2, Block 1
SACKETT FARM SUBDIVISION NO. 2

Located In
 S² NW⁴ NW⁴, Section 12
 Township 10 South, Range 17 East
 Boise Meridian
 Twin Falls County, Idaho
 2016



TWIN FALLS, IDAHO

Survey References
 #2008-014155
 #2008-074425
 SACKETT FARM SUBDIVISION
 NO. 2, #2015-007935

Deed References
 #2015-009183

Legend

- SURVEY BOUNDARY LINE
- SECTION LINE
- - - EASEMENT LINE (SEE EASEMENT TABLE)
- CENTERLINE OF STREET
- ▴ PLATTED LOT LINE
- ◁ CALCULATED POINT (NOT SET)
- ⊙ FOUND BRASS CAP
- FOUND 5/8" REBAR & CAP LS 10110 OR AS NOTED
- SET 5/8" x 24" REBAR & CAP - LS 10110
- SET 1/2" x 24" REBAR & CAP - LS 10110
- FOUND 1/2" REBAR - REPLACED WITH 5/8" x 24" REBAR & CAP - LS 10110

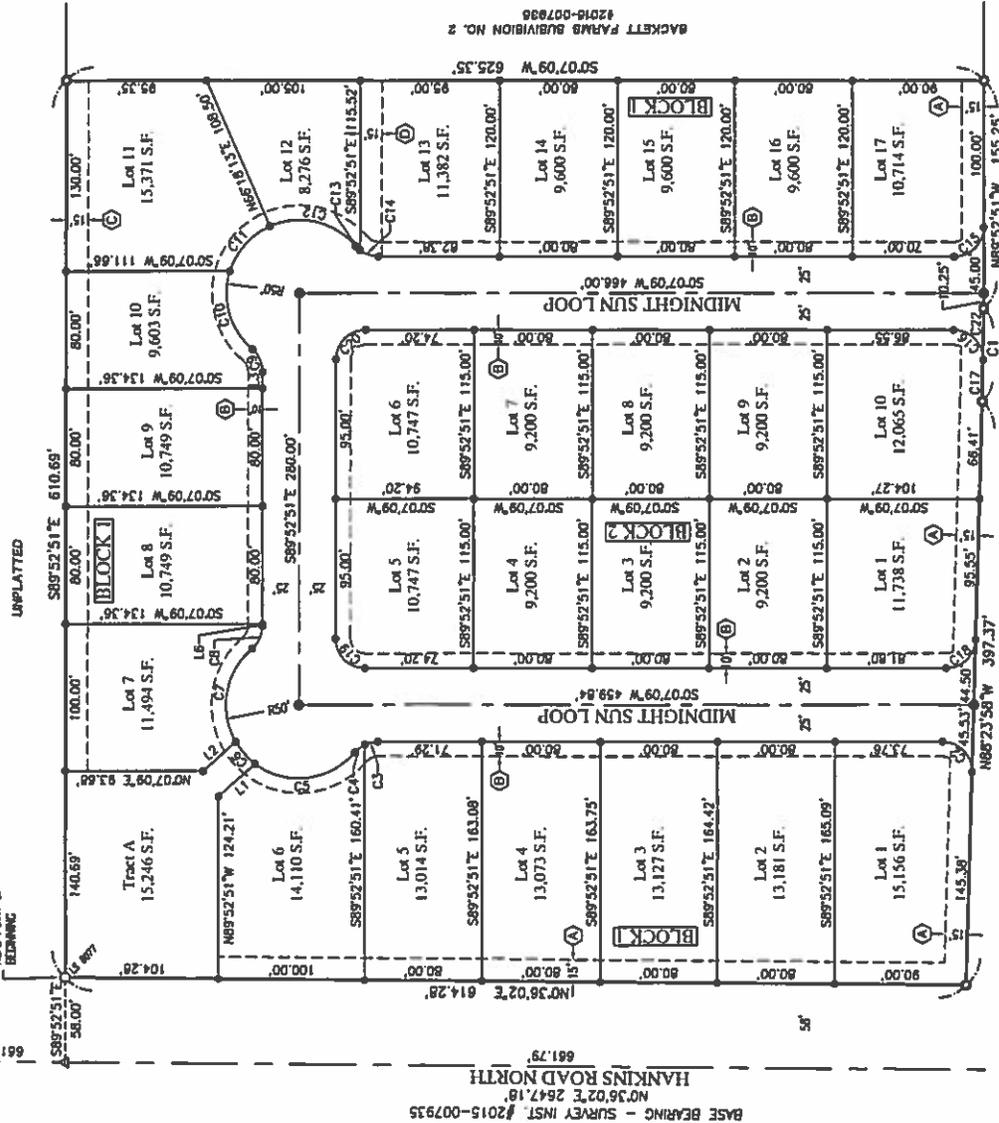
Health Certificate

"SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED BASED ON THE STATE OF IDAHO, DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. BUYER IS CAUTIONED AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET OTHER CONDITIONS OF RESTRICTIONS, SANITARY RESTRICTIONS MAY BE REIMPOSED. A CERTIFICATE OF DISAPPROVAL AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

DISTRICT HEALTH DEPARTMENT, EHS _____ DATE: _____



Y 01-01-07-9-4-P
 SHEET 1 OF 4



Easement Table

- Ⓐ 15' WIDE UTILITY & IRRIGATION EASEMENT
- Ⓑ 10' WIDE UTILITY EASEMENT
- Ⓒ 15' WIDE DRAINAGE & UTILITY EASEMENT
- Ⓓ 15' WIDE WATER LINE EASEMENT

FOUND 5/8" REBAR & CAP LS 1000
 C.P. #802116
 #197-007138
 #48000

SACKETT FARM SUBDIVISION NO. 2
 #2016-007886

EHM Engineers, Inc.



MORNING SUN SUBDIVISION NO. 9
 #2016-016028

UNPLATTED
 BASE BEARING - SURVEY INST. #2015-007935
 N0°36'02" E 2647.18'

HANKINS ROAD NORTH
 N0°36'02" E 2647.18'

STADIUM BOULEVARD

SACKETT FARM SUBDIVISION NO. 2
 #2016-007886

FOUND 5/8" REBAR & CAP LS 1000
 C.P. #802116
 #197-007138
 #48000



MINUTES
TWIN FALLS CITY PLANNING & ZONING COMMISSION
December 8, 2015 6:00PM
City Council Chambers
305 3rd Avenue East Twin Falls, ID 83301

PLANNING & ZONING COMMISSION MEMBERS

CITY LIMITS:

Nikki Boyd Jason Derricott Tom Frank Kevin Grey Gerardo "Tato" Muñoz Christopher Reid Jolinda Tatum
Chairman Vice-Chairman

AREA OF IMPACT:

Ryan Higley Steve Woods

CITY COUNCIL LIAISON

Rebecca Mills Sojka

ATTENDANCE

CITY LIMIT MEMBERS

PRESENT

Boyd
Derricott
Frank
Grey
Tatum

ABSENT

Muñoz
Reid

AREA OF IMPACT MEMBERS

PRESENT

Higley
Woods

ABSENT

CITY COUNCIL LIAISON(S):

CITY STAFF: Carraway-Johnson, Spendlove, Strickland, Wonderlich

I. CALL MEETING TO ORDER:

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

II. CONSENT CALENDAR:

1. Approval of Minutes from the following meeting(s): 11-10-15 PH, 11-04-15 WS
2. Approval of Findings of Fact and Conclusions of Law:
 - Hernandez (SUP 11-10-15)

Commissioner Woods asked that a typographical error be corrected on page 2 of 8 the word "wondering" be changed to "wandering". Administrative Assistant Strickland confirmed that this error has been corrected.

Motion:

Commissioner Boyd made a motion to approve the minutes, as amended. Commissioner Woods seconded the motion.
Unanimously Approved

3. Consideration of a request to approve the 2016 Planning & Zoning Commission Schedule of Regular Meetings/Public Hearings.

Motion:

Commissioner Woods made a motion to approve the calendar as presented. Commissioner Grey seconded the motion.
Unanimously Approved

III. ITEMS OF CONSIDERATION:

1. Consideration of the preliminary plat for Morning Sun Subdivision No. 9, consisting of 8.75 +/- acres and 27 single family residential lots and 1 tract on property located at the North East corner of Hankins Road North/3200 East Road and Stadium Blvd. c/o Gerald Martens/EHM Engineers, Inc. on behalf of Morning Sun Partners, LLC

**Planning & Zoning Commission Minutes
December 8, 2015**

Applicant Presentation:

Gerald Martens, EHM Engineers, representing the applicant, stated this is the next phase in the Morning Sun Subdivision. This portion of the project has been moved ahead of the Morning Sun Subdivision No. 8, to accommodate the school district. This is in anticipation of the sewer and water mains that would be needed for the school construction to move forward and the curb cuts have been installed, irrigation has been piped and a lot of the work has been done. The request tonight is for the approval of the Morning Sun Subdivision No. 9 Preliminary Plat of 27 residential lots that are in conformance with the zoning. He has submitted a request for a park-in-lieu to spend the money to enhance facilities at the Morning Sun Park located at Stadium Boulevard & Meadow View Lane North in lieu of another park in the area.

Staff Presentation:

Planner I Spendlove review the request on the overhead and stated the Twin Falls School District purchased the property in 1990 and the Sacket Farm Conveyance Plat was approved by the City Council and was for the purposes of selling a 2 acre lot to the City for a regional pressurized irrigation pump station. In August 2014, the City Council granted a request for annexation of this property. In November 2014, the City Council approved a Comprehensive Plan Amendment from Agricultural to Medium Density and a Water Service Boundary change to include this area. On February 9, 2015, the City Council approved a Zoning District and Zoning Map Amendment that changed this property from R-1 VAR to the R-2 Zoning District. Also in February 2015 the City Council approved a final plat of the Sacket Farms Sub No. 2. The Pillar Falls Elementary school is under development on Lot 1, Block 1, Sackett Farms Sub No. 2.

There was a Parks in- Lieu Contribution request for \$17,064 submitted with the Morning Sun Subdivision No 9 preliminary plat application. This request has not been to the Parks and Recreation Commission for their review and recommendation nor to the City Council for their consideration. On March 9, 2015 the City Council approved the final plat of Morning Sun Subdivision No. 8 subject to a commitment by the developer to work with the Parks and Recreation Director to finalize an appropriate parks-in-lieu amount and/or to consider what, if any, park amenities may be considered to be installed at the Morning Sun Park by the developer. As of today there has been no further discussion between the P&R Director and the developer. On the Morning Sun preliminary plat application there is a statement from the developer that he wishes to combine the parks-in-lieu fees for both Morning Sun No. 9 and Morning Sun No. 8 and use the money to improve and install park amenities to Morning Sun Park. This proposal has not been submitted to the Parks & Recreation Director for consideration as of today.

This is the first step of the plat approval process. A preliminary plat is presented to the Planning and Zoning Commission. The Commission may approve the preliminary plat, deny it, or approve it subject to conditions. A final plat, that is in conformance with the approved preliminary plat and including any conditions the Commission may have required, is then presented to the City Council. Only after a final plat has been approved by the City Council and construction plans approved, may the plat be recorded and lots sold for development.

Approval of a preliminary plat does not constitute a commitment by the City to provide water or waste water services. The plat indicates that each lot will be connected to City of Twin Falls water and sewer systems. A guarantee of services comes when the City Engineer signs a will-serve letter after final and construction plans are reviewed. It is also indicated on the Preliminary Plat that the site will be on a pressure irrigation (P.I.) system.

The plat is consistent with other subdivision development criteria and is in conformance with the Comprehensive Plan which designates this area as appropriate for medium density residential use.

Planner I Spendlove stated upon conclusion staff recommends the Commission approve the preliminary plat of the Morning Sun Subdivision No. 9, as presented, and subject to the following conditions:

1. Subject to final technical review and amendments as required by Building, Engineering, Fire, and Zoning officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to City Council decision on the Parks-In-Lieu Contribution request of Morning Sun Subdivision No. 8 and Morning Sun Subdivision No. 9 prior to the Morning Sun Subdivision No. 9 final plat being scheduled before the City Council.

P&Z Questions/Comments:

Commissioner Grey asked for clarification the improvements to be made at the existing parks in this area. Planner I Spendlove explained the discussion of the parks-in-lieu is associated with the Morning Sun Subdivision No. 9 as for improvements to be made to existing parks that is a discussion that the developer has with the Parks & Recreation Commission who then forwards their recommendation to the City Council.

Commissioner Grey asked if the roads within in the plat are roads with sidewalk, curb and gutter and if the path shown on the plat leads to the school.

Planner I Spendlove confirmed that there is a path to the school as well as curb, gutter and sidewalk along the streets.

Commissioner Woods asked how the parks-in-lieu amount is determined.

Planner I Spendlove explained there is a formula that is used to determine the amount.

Public Comment: Opened & Closed Without Input

Closing Statement:

Mr. Martens stated he has read and agrees with the staff recommended conditions for approval.

Deliberations Followed: Without Concerns

Motion:

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

Approved, As Presented, Subject To The Following Conditions

1. Subject to final technical review and amendments as required by Building, Engineering, Fire, and Zoning officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to City Council decision on the Parks-In-Lieu Contribution request of Morning Sun Subdivision No. 8 and Morning Sun Subdivision No. 9 prior to the Morning Sun Subdivision No. 9 final plat being scheduled before the City Council.



Frontage along Stadium Blvd Extended .
Looking NW towards Hankins Rd and the LDS
Church.

12/03/2015 10:39 AM



New Elementary school shown in the Background.
Proposed Subdivision is currently being used for the
"laydown" area for school construction.

12/03/2015 10:39 AM



Public Meeting: **Monday, February 08, 2016**

To: Honorable Mayor and City Council

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

ITEM I-

Request: Request for approval of a Final Plat for Laurelwood Subdivision No. 3, 19.16 (+/-) acres consisting of 13 single family residential lots located 1320 feet or approximately ¼ of a mile northeast of the intersection of Falls Ave East and Hankins Blvd N/3200 East Road in the Area of Impact. c/o Dave Thibault/EHM Engineers, Inc. on behalf of Gary Wolverton/Wolverton Homes, LLC.

Time Estimate:

There is no presentation for this item, however, the Council may remove from the Consent Calendar to allow for questions or comments.

Background:

Applicant:	Status: Owner	Size: 19.16(+/-) acres
Gary Wolverton Wolverton Homes, LLC 1411 Falls Ave E, #1002 Twin Falls, Idaho 83301 736-9294 gary@wolvertonhomes.com	Current Zoning: SUI Aol	Requested Zoning: final plat approval
	Comprehensive Plan: Rural Residential	Lot Count: 13 lots
	Existing Land Use: Agricultural	Proposed Land Use: Single Family Residential
Representative:	Zoning Designations & Surrounding Land Use(s)	
EHM Engineers Inc. 621 North College Road, Ste. 100 Twin Falls, ID 83301 Dave Thibault 208-734-4888 Dthibault@ehmnc.com	North: SUI Aol; residential and agricultural property	East: SUI Aol; residential
	South: R-1 VAR Aol; Falls Ave, agricultural property	West: SUI Aol; residential
	Applicable Regulations: 10-1-4, 10-1-5, 10-4-2, 10-7-6, 10-8-1 thru 4, 10-11-1 through 9, 10-12-2.4	

Approval Process: As per Twin Falls City Code:

10-12-2.4: Action on Final Plat:

- (A) Application: After the approval or conditional approval of the preliminary plat, the subdivider may cause the total parcel, or any part thereof, to be surveyed, and a final plat prepared in accordance with the approved preliminary plat.
- (F) Council Action: The council, at its next meeting following receipt of the administrator's report, shall consider the commission's findings and comments from concerned persons and agencies to arrive at a decision on the final plat. The council shall approve, approve conditionally, disapprove or table the final plat for additional information.

10-8-4:

- (D) All applications for preliminary plats of subdivisions, vacations, rezones, special use permits and variances shall be submitted to the city planning and zoning commission. All applications for final and conveyance plats of subdivisions, for vacations and for the rezoning of property within the area of city impact shall be submitted to the city council for their recommendation, prior to submission to the board of county commissioners. The board of county commissioners may approve the application as recommended by the city council, deny the application or remand the application to the city for further proceedings. (Ord. 2922, 10-22-2007)

Budget Impact:

Approval of this request will not impact the City budget at this time.

Regulatory Impact:

Upon approval of a final plat that is in conformance with the approved preliminary plat and including any conditions the Commission may have required, is then presented to the City Council. As this property is located within the Area of Impact the City Council will make a recommendation to the Board of County Commissioners. Only after a final plat has been approved by the County Commissioners and construction plans approved by the city, may the plat be recorded and lots sold for development.

History:

Laurelwood Subdivision No.1, consisting of 9 s/f residential lots, was recorded in 1997. Laurelwood Subdivision No. 2, also consisting of 9 s/f residential lots, was recorded in 2010. On April 8, 2014, the Planning and Zoning Commission approved the Laurelwood Subdivision No. 3 preliminary plat with conditions. The property recently sold and is now in the process of final platting the last phase of this development.

Analysis:

The request is for consideration of approval Laurelwood Subdivision No. 3 final plat. This is the last phase of the Laurelwood Subdivision development which began in 1997. The Laurelwood Subdivision-No. 3 final plat includes 19.16 (+/-) acres and consists of 13 single family residential lots. The area is zoned SUI (Suburban Urban Interface) in the Aol (Area of Impact) and is located 1320 feet or approximately ¼ of a mile northeast of the intersection of Falls Ave East and Hankins Blvd N/3200 East Road in the Area of Impact.

The proposed residential development is consistent with existing development in the area, consistent with the SUI zoning District and consistent with the Comprehensive Plan which designates this area appropriate for rural residential.

On April 8, 2014 the Planning & Zoning Commission approved the Laurelwood Subdivision No. 3, as presented and subject to the following conditions:

1. Subject to final technical review and amendments as required by the City of Twin Falls Building, Engineering, Fire, and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to an access being provided along Falls Avenue prior to final plat approval.
3. Subject to the issues with the settling ponds be resolved prior to final plat approval.

When a proposed preliminary plat is within the Area of Impact the Twin Falls Highway District reviews and must accept the proposed design, deny or recommend changes before we can present it to the Commission for a decision. The Twin Falls Highway District did review this design of the Laurelwood Subdivision #3 Preliminary plat and accepted it as presented.

As this property is located within the City's Area of Impact final approval shall require a recommendation by the City Council followed by a final decision by the Board of County Commissioners. The Board of County Commissioners may approve the application as recommended by the city council, deny the application or remand the application back to the city for further proceedings. " Approval of the final plat will allow the plat to be recorded and only then may the sale or deeding of property occur.

Conclusion:

Staff recommends approval of Laurelwood Subdivision No. 3 final plat, as presented, subject to the following condition:

1. Subject to final technical review by the City Engineering Department and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.

Attachments:

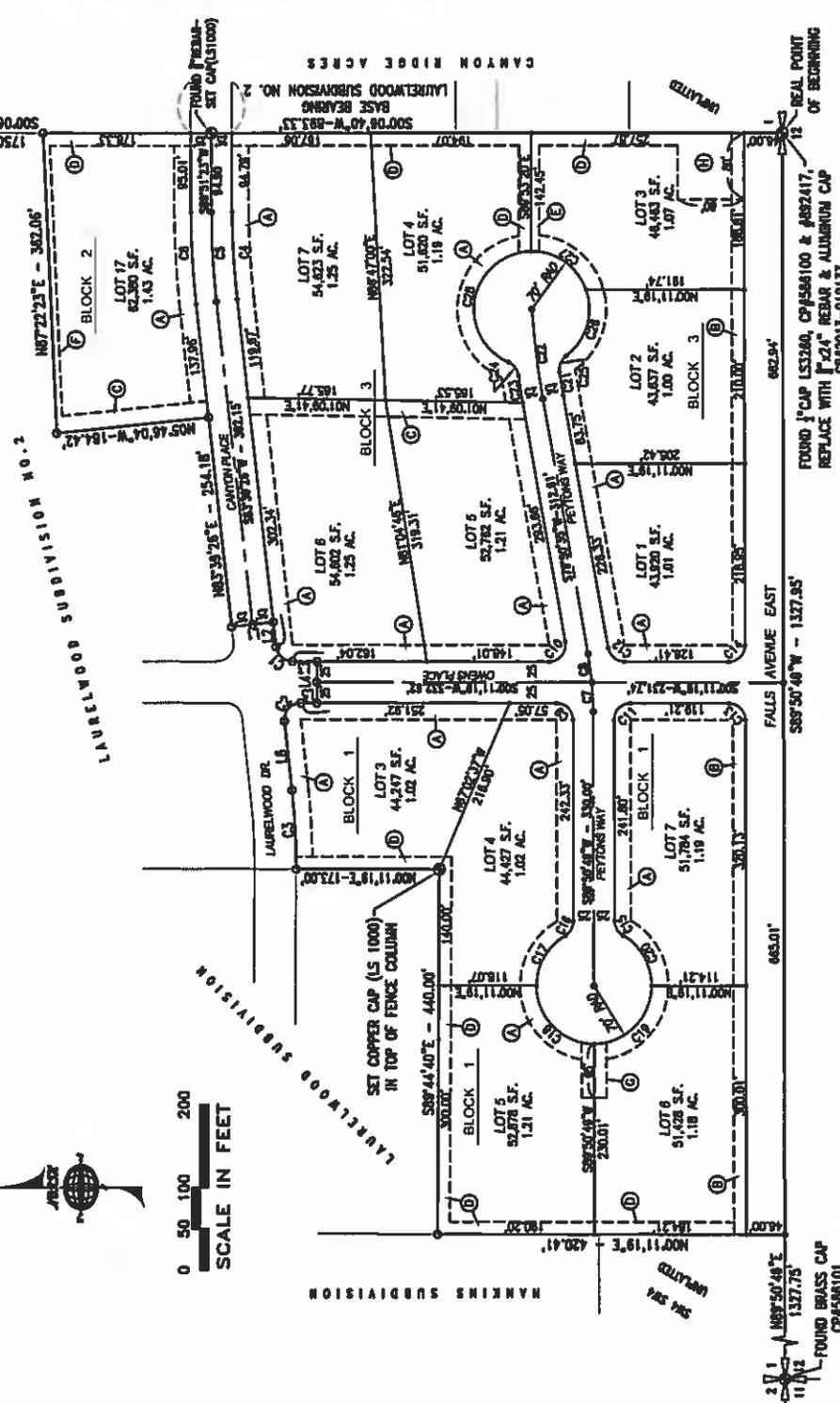
1. Preliminary Plat as approved by P&Z
2. Final Plat for Laurelwood No. 3
3. Zoning Map
4. Aerial Map

LAURELWOOD SUBDIVISION NO. 3

Located in a Portion of
SE 1/4 SW 1/4, Section 1
T. 10 S., R. 17 E., B.M.
Twin Falls County, Idaho
2014



0 50 100 200
SCALE IN FEET



FOUND 1" CAP LS1260, CP4586100 & #882417,
REPLACE WITH 1-2 1/2" REBAR & ALUMINUM CAP
CP#2013-019133

FOUND BRASS CAP
CP#586101
#882416

EASEMENT LEGEND

- (A) 20' ROADWAY, UTILITY, DRAINAGE, WELL & IRRIGATION ESENT
- (B) 15' LANDSCAPING, UTILITY, DRAINAGE, & IRRIGATION ESENT
- (C) 20' UTILITY, DRAINAGE, & IRRIGATION EASEMENT
- (D) 15' UTILITY, DRAINAGE, & IRRIGATION EASEMENT
- (E) 10' UTILITY, DRAINAGE, & IRRIGATION EASEMENT
- (F) 7.5' UTILITY, DRAINAGE, & IRRIGATION EASEMENT
- (G) 30' UTILITY, DRAINAGE, & IRRIGATION EASEMENT
- (H) 20' UTILITY, DRAINAGE, & IRRIGATION EASEMENT

NOTE: UTILITY INCLUDES, BUT IS NOT LIMITED TO, INTERMEDIUM GAS CO., BOWDO POWER CO., DEXY, CHIEF ONE TELECOM AND BEST MARGUL TELEPHONE AND THEIR SUCCESSORS AND ASSOC.

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- STREET CENTERLINE
- EASEMENT LINE
- SET 1/2" x 24" REBAR & CAP(LS1000)
- SET 5/8" x 24" REBAR & CAP(LS1000)
- FOUND 5/8" REBAR & CAP(LS1000)
- FOUND MONUMENT AS NOTED

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been made and every restriction required by the code is in accordance with Section 20-1326, Idaho Code, to the measure of a certificate of compliance.

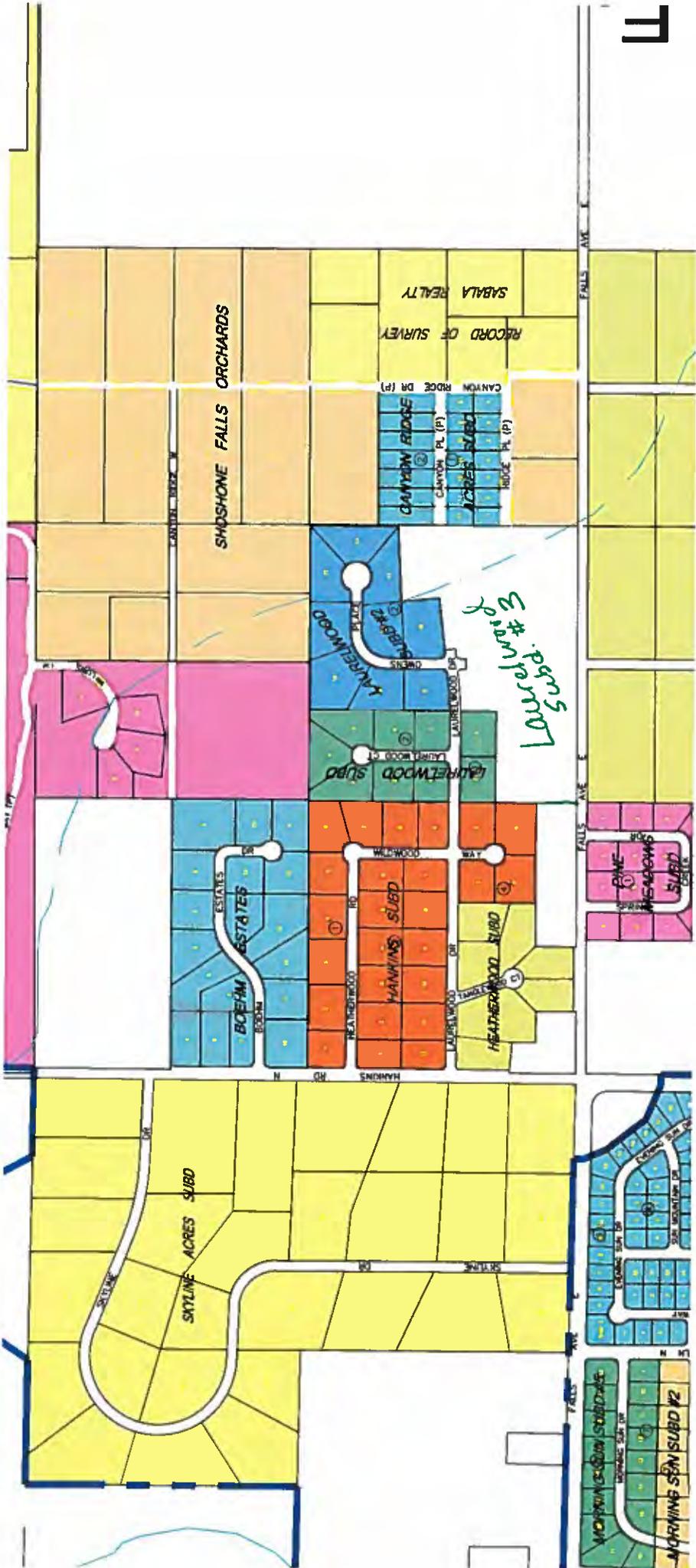
REVS. South Central Public Health District Date: _____

NOTE

The lots on this plat are subject to restrictions concerning the location of wells and septic systems. These restrictions are on file at South Central Public Health District and septic system permits shall not be issued unless they conform to these restrictions.

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	L.C.B.
C1	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C2	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C3	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C4	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C5	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C6	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C7	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C8	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C9	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C10	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C11	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C12	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C13	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C14	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C15	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C16	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C17	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C18	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C19	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C20	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C21	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C22	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C23	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C24	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C25	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C26	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C27	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C28	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C29	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221
C30	87°21'07"	20.00'	21.14'	17.64'	17.64'	81120.221

LINE	LENGTH	BEARING
L1	21.00'	N87°21'07"W
L2	21.00'	N87°21'07"W
L3	21.00'	N87°21'07"W
L4	21.00'	N87°21'07"W
L5	21.00'	N87°21'07"W
L6	21.00'	N87°21'07"W



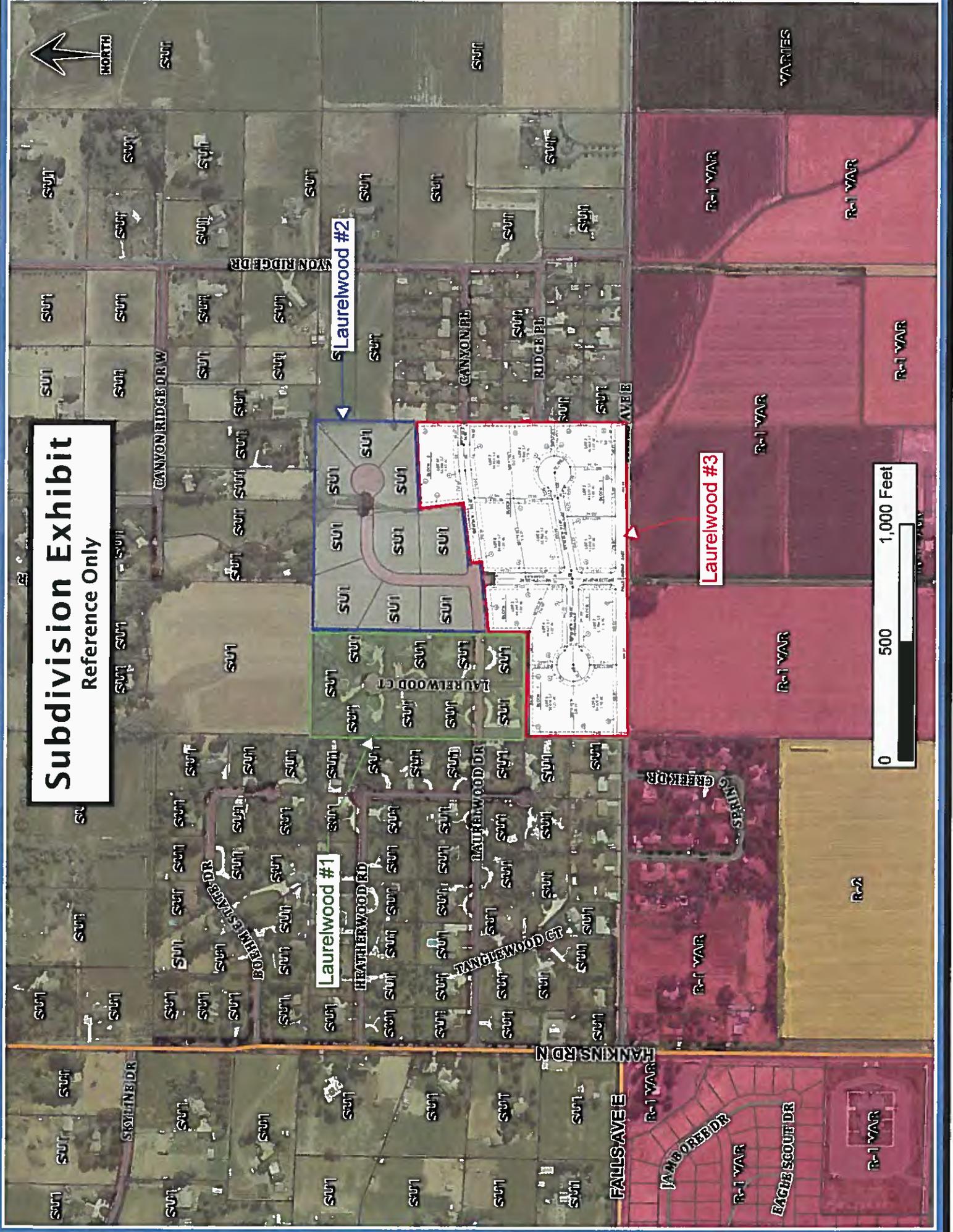
Subdivision Exhibit Reference Only



Laurelwood #2

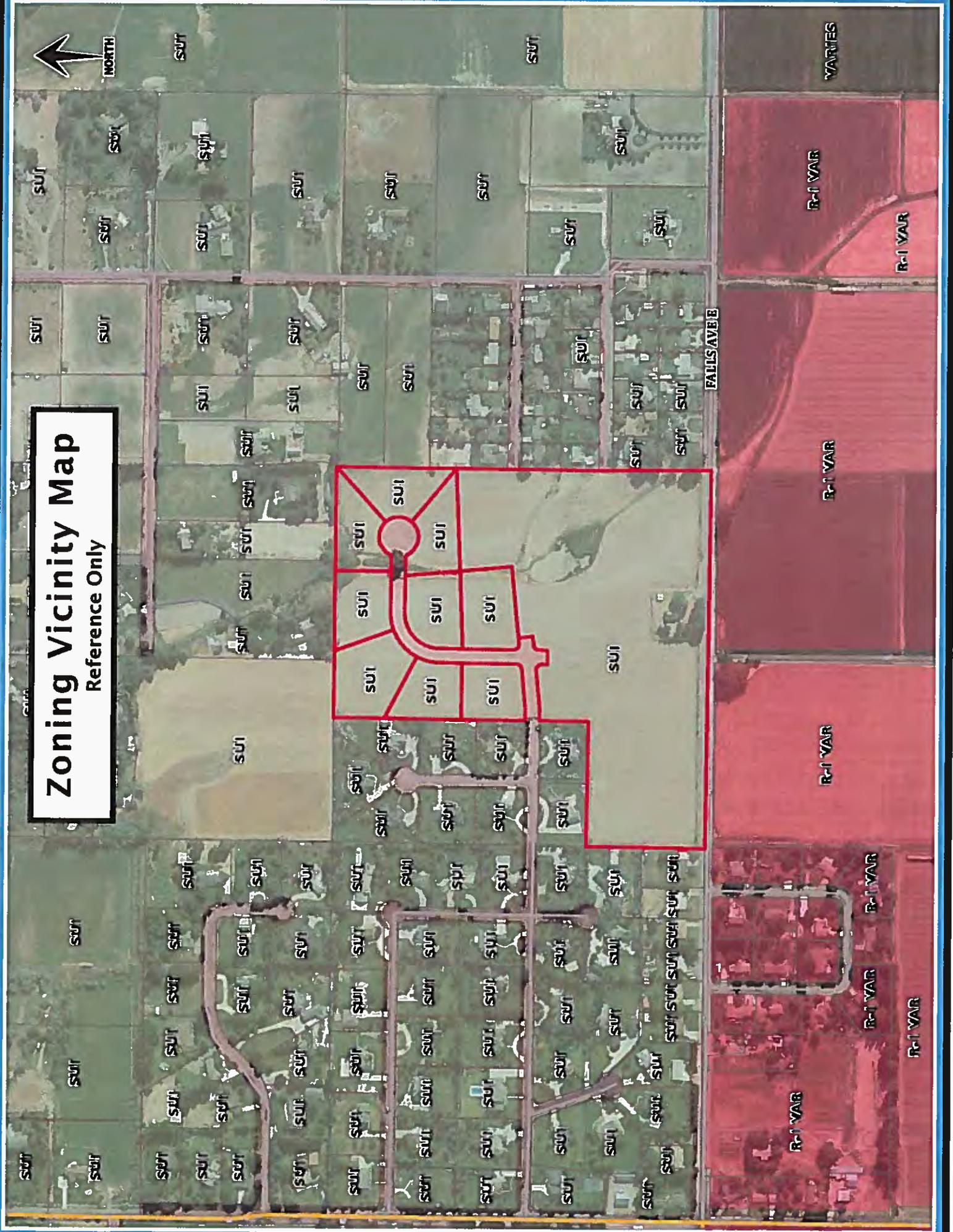
Laurelwood #3

Laurelwood #1



Zoning Vicinity Map

Reference Only





Date: Monday, February 8, 2016
To: Honorable Mayor and City Council
From: Shawn Barigar, Mayor

Presentation of City Council liaison assignments effective February 1, 2016.

Suzanne Hawkins

Twin Falls Youth Council
Twin Falls Public Library
Economic Development Ready Team

Nikki Boyd

Parks & Recreation Commission
Traffic Safety Commission
Comprehensive Plan Update Committee

Shawn Barigar

Economic Development Ready Team
Canyon Springs Road Project Ad Hoc Citizen Advisory Committee
Southern Idaho Economic Development Organization

Chris Talkington

Airport Advisory Board
Development Impact Fee Advisory Committee/Reimbursement Improvement Commission

Greg Lanting

Building Advisory Board
Comprehensive Plan Update Committee

Don Hall

Twin Falls Urban Renewal Agency
Greater Twin Falls Area Transportation Committee

Ruth Pierce

Historic Preservation Commission
Twin Falls Area Chamber of Commerce



MONDAY February 8, 2016
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

Request:

Update on Main Avenue Redesign progress by Mandi Roberts, Otak.

Time Estimate:

The presentation will take approximately 20 minutes with additional time for questions.

Background:

Mandi Roberts will provide an update to Council regarding progress on the Main Avenue Redesign project.

Process:

No approvals are requested.

Budget Impact:

No impact to the City budget.

Regulatory Impact:

None

Conclusion:

None

Attachments:

None



Date: Monday, February 8, 2016
To: Honorable Mayor and City Council
From: Wendy Davis, Parks and Recreation Director

Request:

Consider a recommendation from the Parks and Recreation Commission to approve a request by Morning Sun Partners to make an In-Lieu Contribution and use those funds for park development at Morning Sun Park.

Time Estimate:

The applicant, Gerald Martens, representing EHM Engineers, would like to give a 10 minute presentation. Following the applicant's presentation, staff's presentation will take about 5 minutes. Following the presentations, staff anticipates some time for questions and answers.

Background:

Morning Sun Park was dedicated to the Parks and Recreation Department as part of the initial phase of Morning Sun subdivision. In 2009, Morning Sun Partners acquired 35 acres of land across Stadium Boulevard from Morning Sun Park, known as Morning Sun #8, as part of the approval process, Morning Sun Partners applied for and were granted in-lieu funds with a credit for completing a section of pathway along Falls Avenue. The balance was \$35,288.97 and has been paid to the City of Twin Falls. Morning Sun Partners have recently acquired an additional 10 acres across Hankins Road and adjacent to Morning Sun #8. Applicant is requesting In-Lieu funds for 27 lots at \$17,064, and would like to combine these funds with the funds for Morning Sun #9 to be used for improvements at Morning Sun Park. Combined funds will total \$54,352.97. Please see attached request and proposal from EHM Engineers, developer for Morning Sun Partners.

Approval Process:

In accordance with City Code Section 10-12-3-11 Section F: The city council may, at their discretion, approve and accept cash contributions in lieu of park land with improvements, which contributions shall be used for park land acquisition and/or park improvements within the boundaries of the arterial streets in which the development is located. In the event that no such facilities or needs are so located, the director may propose a budgeted expenditure to apply the funds to needs identified at any such facility existing within one mile of the boundaries of the project from which the funds originated. **If the director determines that no reasonable use exists within the extended geographical area, the director shall, with the approval of the parks and recreation commission, propose to the city council a specific application for the funds which need not be limited geographically, and may include such use as future land acquisition.** The fee structure for cash contributions for acquisition of park land shall be the appraised value of the required land area at the time of the application. The development may qualify for a 50% reduction on their cash contribution in lieu of park land if the development met all criteria to be called an "in fill" development. The appraisal shall be submitted by a mutually agreed upon appraiser and paid for by the applicant. The fee structure for park improvements, including all costs of acquisition, construction and all related costs, shall be based upon the estimated costs of an approved improvement provided by a qualified contractor and/or vendor. (Ord. 2954, 11-3-2008)

It has been determined that no reasonable use exists within the specified boundaries, however, if the boundary is extended across Hankins Road, an arterial, the funds can be applied to Morning Sun Park for facility improvements such as a picnic shelter and restroom facility. The Parks and Recreation Commission has approved this request.

Budget Impact:

There is no significant budget impact associated with the Council's approval of this request, the developer is proposing to provide engineering and construction for the project.

Regulatory Impact:

Approval of this request will allow the applicant to proceed to with plans to make improvements to Morning Sun Park with the approval of Parks and Recreation.

Conclusion:

The Parks and Recreation Commission recommends approval of the request by Morning Sun Partners to make an In-Lieu Contribution and use those funds for park development at Morning Sun Park. Staff supports this recommendation.

Attachments:

1. Parks In Lieu Request and Proposal from EHM Engineers, developer for Morning Sun Partners.



Date: December 14, 2015

To: City of Twin Falls
Attn: Wendy Davis

From: Gerald L. Martens, P.E.

Via: Hand Deliver

Regarding: Morning Sun Park

Per our discussion I have prepared a draft proposal to proceed with constructing a park shelter with amenities for the Morning Sun Park.

It is my understanding that this proposal along with the in lieu request will be presented to the City Council concurrently with the final plat

By the end of the week I should have a preliminary plan that will be available for the City Council consideration.

Please call me if you have questions or comments.

CC: Rene'e Carraway-Johnson

051-02

PROPOSAL
FOR
MORNING SUN PARK ENHANCEMENT PROJECT

Background

Morning Sun Park was dedicated to the public as part of the initial phase of Morning Sun Subdivision which was developed in Seven (7) phases. The initial development was completed by Morning Partners, the developer of Morning Sun Subdivision. Subsequently, The City of Twin Falls Parks and Recreation District has maintained the park and progressively enhanced the park by installation of recreation equipment as funds allow.

In 2009 Morning Sun Partners acquired an additional 35 acres of land locally know as Boy Scout Property. These 35 acres is located across Stadium Boulevard from Morning Sun Park. Morning Sun Partners applied for and reviewed approval for a new subdivision on the 35 acres known as Morning Sun Subdivision No. 8.

The approval of the subdivision included negotiations with the City of Twin Falls that resulted in Morning Sun Partners agreeing to contribute \$36,288.97 for improvements of the Morning Sun Park. The improvements were to be those determined by the Twin Falls Park and Recreation Department to be most appropriate and beneficial. These funds are currently in the possession of the City of Twin Falls in the form of a personal check.

Subsequent to approval of the Morning Sun Subdivision No. 8 Morning Sun Partners acquired an additional 10 acres from the Twin Falls School District adjacent to Hankins Road and adjacent to Morning Sun Subdivision No. 8 and has submitted to the City of Twin Falls a preliminary plat for 27 residential lots. This subdivision is known as Morning Sun Subdivision No. 9. A part of the application was a proposal for Morning Sun Partners to contribute \$17,064.00 in lieu park fee for further enhancement of the Morning Sun Park. The preliminary plan and proposed contribution was approved by the Twin Falls Planning and Zoning Commission on December 8, 2015.

Proposal

Morning Sun Partners is proceeding with a final plat application to the City of Twin Falls for Morning Sun Subdivision No. 9. Concurrent with this approval Morning Sun Partners proposes to combine the park fee commitment for Morning Sun Subdivision No. 8 and 9, which totals \$53,352.97 and proceed with construction of a park shelter and associated park amenities.

The park shelter will be located at a location specified by the Twin Falls Parks and Recreation Department.

The shelter and amenities design and cost will be approved by the Twin Falls Recreation Park Department prior to construction.

All design and construction will be completed prior to September 1, 2016.

The shelter project will include the following until the \$53352.97 above specified is expended. The Twin Falls Parks and Recreation Department may contribute additional funds as determined appropriate by the Twin Falls Recreation Department to further enhance this project.

1. Shelter Structure (approximately 700 sf)
2. Concrete slab beneath the shelter
3. Water service to shelter
4. Drinking fountain
5. Picnic Tables/Benches
6. Separation Walls
7. Adjacent Pads for Sanitary Facilities
8. Additional Landscaping

Morning Sun Partners shall be responsible for all design, obtaining competitive bids and monitoring work. The cost for these services will be paid for from the available funds but shall not exceed \$5,000.00.



Date: Monday, February 8, 2016
To: Honorable Mayor and City Council
From: Wendy Davis, Parks and Recreation Director

Request:

Consider a recommendation from the Parks and Recreation Commission to approve a request by Cornerstone Industries, LLC to revise a prior In-Lieu Contribution relating to Quail Ridge Estates Subdivision.

Time Estimate:

Jeff Rolig, representing Cornerstone Industries, LLC would like to give a 10 minute presentation, following the applicant's presentation, staff's presentation will take about 5 minutes. Following the presentations, staff anticipates some time for questions and answers.

Background:

On May 15, 2006, City Council approved an In-Lieu Contribution relating to Quail Ridge Estates Subdivision with the following conditions:

- Place a canyon rim trail on City property on the north end of the developer's property
- Build a stairway from the canyon rim to the Hidden Lakes parcel owned by the City
- Provide parking along or near 3400 East for trail access
- TF Highway District to vacate the right of way property for parking area
- Place a pedestrian gate at subdivision entrance with emergency exit
- Construct an overlook on City property

In 2010, the City and Cornerstone Industries entered into a Land Trade Agreement to swap the City owned property on the canyon rim on the north end of the developer's property for the developer owned property below the canyon rim adjacent to the City owned Hidden Lakes parcel. This agreement amended the In-Lieu Contribution agreement in that Cornerstone Industries was no longer required to:

- Build the canyon rim trail on the north end of the property
- Build a stairway to Hidden Lake parcel
- Build an overlook

Instead, Cornerstone contributed \$32,290 to construct part of the public walking trail across developer's property to access the City trail down to Hidden Lakes. Modifications were made to the parking area due to the fact that the Highway District would not vacate the right of way as well as an effort to comply with Highway District provisions. No pedestrian gate was installed as the gate was deemed unnecessary.

Approval Process:

In order for Cornerstone Industries to move forward with development, this modification to the existing agreement has been approved by the Parks and Recreation Commission and must be approved by the Council.

Budget Impact:

There is no budget impact, as the work has been completed

Regulatory Impact:

Approval of this request will approve the modification of the existing agreement and allow the applicant to proceed with the approval process for further development of property.

Conclusion:

The Parks and Recreation Commission recommends approval of the request by Cornerstone Industries, LLC to revise a prior In-Lieu Contribution relating to Quail Ridge Estates Subdivision. Staff supports this recommendation.

Attachments:

1. Request for approval of revised Quail Ridge Parks In Lieu Agreement

Wendy Davis

From: Jeff Rolig <jrolig@roliglaw.com>
Sent: Wednesday, January 6, 2016 1:54 PM
To: Wendy Davis
Subject: Quail Ridge In-Lieu Contribution Modification
Attachments: Cornerstone Quail Ridge Land Trade.pdf; PUD background statement.doc; In-Lieu Revision Appl.pdf

Dear Wendy--Per our discussion today, on behalf of Cornerstone Industries, LLC, the developer of Quail Ridge Subdivision, I request that the TF Parks & Rec Committee approve our proposed modification of an In-Lieu Contribution Agreement that was made with the City in 2006, when Quail Ridge Subdivision was in the process of being put together.

This proposal goes hand-in-hand with our application to amend the existing Quail Ridge PUD Agreement. Therefore, I am attaching, for the consideration of you and the Committee, the following:

- Proposal to revise the In Lieu Agreement.
- Background statement that explains how we got to where we are now.
- 2010 Land Trade Agreement.

Let me know if you need further information. My schedule allows me to attend your meeting next Tuesday, and at this point I am planning on attending. Regards, Jeff Rolig

Jeffrey E. Rolig
Jeffrey E. Rolig, P.C.
P.O. Box 5455
Twin Falls, ID 83303
Tele. 208-733-0075
Fax 208-733-0717

APPLICATION FOR REVISION AND SATISFACTION OF
PARK IN-LIEU CONTRIBUTION

City of Twin Falls
Parks and Recreation Dept.
136 Maxwell Ave.
Twin Falls, ID 83303
Submitted December 9, 2015

Cornerstone Industries, LLC hereby applies for approval of a revision/amendment to that certain In-Lieu Contribution approved by the City of Twin Falls City Council on May 15, 2006, relating to Quail Ridge Estates Subdivision. It is suggested that this application be considered and approved together with the City's review and approval of Cornerstone's application for an amendment to the PUD Agreement for Quail Ridge Subdivision.

Minutes of the City Council meeting approving the In-Lieu Contribution are attached to this application. The proposed revisions conform to the much-discussed Land Trade Agreement between the City of Twin Falls ("the City") and Cornerstone Industries, LLC ("Developer").

Currently, it is not known whether there is an actual written agreement for the In-Lieu Contribution. However, the original, approved In-Lieu Contribution agreement contained the following, as reflected in the City Council minutes:

- Developer to place canyon rim trail on City property across the north face of developer's property.
- Build path with stairway from the canyon rim to the Hidden Lakes parcel owned by the City.
- Provide parking along or near 3400 East for trail access and a path to the Hidden Lakes.
- Parking lot to have 8 to 9 spaces.
- Vacation of TF Highway District right of way property, for the parking area.
- Subdivision entrance is gated; parking lot will not be gated.
- Pedestrian gate at subdivision entrance with emergency exit.
- Construct overlook on City property.

In 2010, the City and Cornerstone entered into their Land Trade Agreement, providing for a swap of land along the canyon rim adjacent to the North boundary of Quail Ridge Estates Subdivision. The Land Trade Agreement effectively amends the In-Lieu Contribution agreement in several respects:

--Cornerstone was released from responsibility to: 1--build the canyon rim trail on City owned property North of the land Cornerstone was to receive; 2--build a stairway down to Hidden Lakes; and 3--build a canyon overlook on City-owned property.

--The Land Trade Agreement acknowledged that Cornerstone had paid the sum of \$32,290.00 to construct part of the public walking trail between

Lots 6 and 7, Block 1 of Quail Ridge Subdivision. The payment was agreed to be Cornerstone's total contribution to the walking trail.

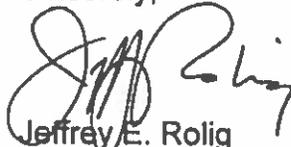
–The Highway District would not vacate its right of way south of Quail Ridge Drive; however, the Highway District requested that the parking area be located partly in its right of way, off of the paved road. (This arrangement facilitates snow plowing.) Therefore, the required parking area as engineered is partly in the Highway Right of Way and partly in the Common Area on the East side of Quail Ridge Subdivision.

–The parking lot is not gated. There is an existing, ungated pathway running along the East boundary of the Subdivision, and then a 15' easement between Lots 3 and 4 (now 51 and 52 in the Amended Plat) that provides access to the roadway, which leads to the walking trail that leads to the canyon rim and into the canyon. There is no "pedestrian gate," and no need for an emergency exit as originally contemplated.

–Originally the parking area was going to be diagonal parking; but the Highway District did not want vehicles backing into the roadway due to safety concerns. The engineered parking calls for 5 parallel parking spaces with one-way access, which is deemed to be safer, and adequate for the needs of walkers.

The developer, Cornerstone Industries, LLC, requests that the City of Twin Falls approve a revision of the 2006 In-Lieu Agreement for Quail Ridge Subdivision, to incorporate the provisions of the Land Trade Agreement and subsequent improvements as reflected above.

Sincerely,



Jeffrey E. Rolig
JEFFREY E. ROLIG, P.C.
P.O. Box 5455
Twin Falls, ID 83303
Tele. 208-733-0075
Fax 208-733-0717
jrolig@roliglaw.com

COUNCIL MEMBERS:

SHAWN	LANCE	TRIP	GLENDA	DON	DAVID E.	GREG
BARIGAR	CLOW	CRAIG	DWIGHT	HALL	JOHNSON	LANTING
	<i>Mayor</i>		<i>Vice Mayor</i>			

MINUTES

FOR THE MEETING OF THE TWIN FALLS CITY COUNCIL, MONDAY, MAY 15, 2006

PLEDGE OF ALLEGIANCE TO THE FLAG

5:00 P.M.

I. CONSENT CALENDAR:

1. Approve accounts payable. May 9 - May 15, 2006
2. Curb-Gutter and Sidewalk Improvement Deferral Agreement
 - a) Cory A. and Kevin Young, 356 Robbins Avenue.
3. Approve minutes of May 8, 2006.

II. ITEMS FOR CONSIDERATION:

1. Presentation by **Nancy Chocker**, Moss Nurseries, of a Landscape Award to The Renaissance Office Complex.
2. Presentation by **Alex Castaneda**, President of the Hispanic Heritage Fiesta Committee, on the Hispanic Heritage Fiesta.
3. Consideration of an In Lieu Contribution to satisfy the provisions of City Code Section 10-12-3-11 for Quail Ridge Estates. **Mitch Humble**
4. Consideration of Ordinance 2861 for Joe Russell. **Mitch Humble**
5. Consideration of Ordinance 2862 for V, S, & N, LLC. **Mitch Humble**
6. Consideration of the final plat of Sto-N-Go Park Subdivision, 3.6 acres (+/-) located on the east side of 1800 block of Washington Street North. **Marty Gergen**
7. Public input and/or items from the City Manager and City Council.

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:

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

V. ADJOURNMENT:

PRESENT: Mayor Lance Clow, Vice Mayor Glenda Dwight, Councilpersons Trip Craig, David Johnson and Don Hall, City Manager Tom Courtney, City Engineer Jackie Fields, Community Development Director Mitch Humble, Parks and Recreation Director Dennis Bowyer, Deputy City Clerk Leila Sánchez.

Mayor Clow called the meeting to order at 5:00 p.m. and invited all present, who wished to, to recite the Pledge of Allegiance to the flag with him.

I. CONSENT CALENDAR

1. Approve accounts payable. May 9 - May 15, 2006 \$297,991.02
2. Curb-Gutter and Sidewalk Improvement Deferral Agreement
a) Cory A. and Kevin Young, 356 Robbins Avenue.
3. Approve minutes of May 8, 2006

Councilperson Johnson made a motion to approve the Consent Calendar. The motion was seconded by Vice Mayor Dwight and roll call vote showed all members voted in favor of the request.

Mayor Dwight and roll call vote

II. ITEMS FOR CONSIDERATION:

1. Presentation by Nancy Choker, Moss Nurseries, of a Landscape Award to The Renaissance Office Complex.

Nancy Choker, Moss Nurseries, presented a Landscape Award to Joe Russell, owner of The Renaissance Office Complex.

2. Presentation by Alex Castaneda, President of the Hispanic Heritage Fiesta Committee, on the Hispanic Heritage Fiesta

Alex Castaneda explained the request. The Hispanic Heritage Fiesta will be held on August 12 and 13, 2006, in the Twin Falls City Park starting at 12:00 p.m. Following are events that will be held at the park: Children's pageant, talent contest, live bands, and a car show.

In past years a street dance has been held on Hansen Street East in front of the Twin Falls Library. This would involve road closures at 4th Avenue East to 6th Ave. East from 9:00 a.m. to 11:00 p.m. Due to safety reasons, in lieu of the street dance being held at this location, the request to the Council is to allow the street dance to be held at the Band shell and to extend the hours the music can be played in the park to 11:00 p.m.

Discussion followed.

- Band shell acoustics.
- Bands using other amplification
- Possibly allowing street dance at park as a one time permit.
- Beer garden.

Parks and Recreation Director Bowyer stated that he has spoken to Sue Spain, City representative. Trash pickup, vendors, and use of the City Park were items discussed. The City regulations for use of the band shell are as follows: Music to be played Monday through Friday; 11:00 a.m. to 9:30 p.m., Saturday 8:00 a.m. to 9:00 p.m., and Sunday 12:00 p.m. to 5:00 p.m.

City Manager Courtney stated that few complaints are received relative to the street dance and hours are limited. The carnival received several complaints. The request being presented to City Council is to allow a street dance at the bandshell.

Councilperson Johnson made a motion to approve the request as presented in addition to: 1. One time permit. The motion was seconded by Vice Mayor Dwight and roll call vote showed all members present voted in favor of the motion.

3. Consideration of an In Lieu Contribution to satisfy the provisions of City Code Section 10-12-3-11 for Quail Ridge Estates.

Community Development Director Humble reviewed the request using overhead projections. He stated that Quail Ridge Estates is a 70.67 acre parcel that is planned for a 41 lot subdivision. The parcel is located at 3400 East 4000 North and is zoned SUI.

The City owns canyon rim property across the northern face of this parcel. The developer has agreed to place the canyon rim trail on City property across the north face of his property, and volunteered to build the path, possibly with stairs, from the rim to the Hidden Lakes parcel owned by the City of Twin Falls. The developer will also provide parking along or near 3400 East for trail access and a path to the Hidden Lakes.

The Council can accept trail system improvements including parking area, access path, canyon rim trail and path to Hidden Lakes as a park land contribution, not to exceed 50% of the total requirements.

Discussion followed:

- The parking lot will have 8 to 9 spaces.
- Trail connection.
- Vacation of Twin Falls Highway District property.
- Roads in the subdivision are private routes and the entrance would be gated.
- Parking lot would not be gated.
- Stairway.
- Overlook.

Mayor Clow stated that the in lieu would be acceptable but he had concerns about providing access to unsupervised routes.

Parks and Recreation Director Bowyer stated that the trail would provide the general public with access in and out of the trail, decreasing unsupervised activity.

Jason Perron, applicant, stated that an electronic fence would allow the public to exit the park after hours and would restrict access after hours.

Vice Mayor Dwight made a motion to approve the request as presented.

Discussion followed:

- Condition of including stairs or overlook.

Vice Mayor Dwight withdrew her motion.

Councilperson Craig made a motion to approve the request as presented with the additional conditions:

1. Stairway to the Hidden Lakes,
2. Pedestrian gate at subdivision entrance with an emergency exit.
3. Overlook on City property.

The motion was seconded by Councilperson Hall and roll call vote showed Councilpersons Craig, Dwight, Hall, and Johnson voted in favor of the motion. Mayor Clow voted against the motion.

The motion passed.

4. Consideration of Ordinance 2861 for Joe Russell.

Community Development Director Humble reviewed the request. On May 8, 2006, the City Council voted to approve the request of Joe Russell for the annexation of 80 acres (+/-) with an R-2 zoning designation, currently zoned R-2, for property located at the northeast corner of Grandview Drive North and Falls Avenue West.

Councilperson Craig made the motion to suspend the rules and place Ordinance #2861 entitled:

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

on third and final reading by title only. The motion was seconded by Councilperson Dwight and roll call vote showed all members present voted in favor of the motion.

Deputy City Clerk Sanchez read the ordinance title.

Councilperson Craig made the motion to pass Ordinance #2861. The motion was seconded by Councilperson Hall and roll call vote showed all members present in favor of the motion.

5. Consideration of Ordinance 2862 for V, S, & N, LLC.

Community Development Director Humble reviewed the request. On May 8, 2006, the City Council voted to approve the request of V, S, & N, LLC, Developers, for the annexation of 70 acres (+/-) with an R-4 zoning designation, currently zoned R-4, for property located at the southwest corner of Pheasant Road and Harrison Street South.

Councilperson Johnson made the motion to suspend the rules and place Ordinance # 2862 entitled:

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

on third and final reading by title only. The motion was seconded by Councilperson Craig and roll call vote showed all members present voted in favor of the motion.

Deputy City Clerk Sanchez read the ordinance title.

Councilperson Johnson made the motion to pass Ordinance #2862. The motion was seconded by Councilperson Hall and roll call vote showed all members present in favor of the motion.

6. Consideration of the final plat of Sto-N-Go Park Subdivision, 3.6 acres (+/-) located on the east side of the 1800 block of Washington Street North.

Marty Gergen, Riedesel and Associates, representing the applicant, explained the request. He stated that the request is for one lot and to develop a storage unit subdivision. Issues involving the plat were reviewed and discussed with Assistant City Engineer Rod Mathis prior to the meeting and have been addressed.

Community Development Director Humble reviewed the request using overhead projections. The preliminary plat was approved on May 9, 2006, with the following conditions:

1. Subject to plat amendments as necessary due to final technical approval by the City of Twin Falls Engineering Department including, but not limited to, the concerns detailed in the attached e-mail from Rod Mathis.
2. Subject to full compliance with the PUD agreement

Councilperson Johnson made a motion to approve the final plat as presented with staff recommendations. The motion was seconded by Councilperson Craig and roll call vote showed all members present voted in favor of the motion.

7. Public input and/or items from the City Manager and City Council. None.

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:

V. PUBLIC HEARINGS: 6:00 P.M. None

VI. ADJOURNMENT: The meeting adjourned at 6:08 p.m.

Leila A. Sanchez
Deputy City Clerk

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LAND TRADE AGREEMENT

THIS AGREEMENT is made the 2 day of April, 2010, between CORNERSTONE INDUSTRIES, LLC, a Washington limited liability company, ("Cornerstone" herein); and the CITY OF TWIN FALLS, IDAHO ("the City" herein).

WHEREAS, Cornerstone is the owner of real property in Twin Falls County, Idaho described on Exhibit "B" attached hereto ("the Cornerstone Property"); which includes both a potential scenic recreation area adjacent to the City of Twin Falls Dierkes Lake Park, and a portion of one of the Hidden Lakes; and

WHEREAS the City desires to obtain the above-mentioned potential scenic recreation area and portion of the Hidden Lake plus access thereto for the purpose of expanding the existing park and a trailhead for the City walking trail; and

WHEREAS, the City owns property adjacent to the North boundary of Quail Ridge Estates Subdivision, which the City and Cornerstone are willing to trade for the Cornerstone Property that includes the scenic canyon view property.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows.

Section 1. Conveyance From Cornerstone. Cornerstone agrees to convey to the City, and the City agrees to accept, the Cornerstone Property described on Exhibit "B" attached hereto that consists of 1.01 acres, more or less, and is located adjacent to the South boundary of the City's property.

Section 2. Conveyance From The City. The City agrees to convey to Cornerstone, and Cornerstone agrees to accept, a parcel of land described on Exhibit "A" attached hereto that consists of 1.01 acres, more or less, and is located adjacent to the North boundary of the Quail Ridge Estates Subdivision.

Section 3: Contingencies. The land trade agreed to herein shall not be of any force or effect, and the documents of conveyance for such trade shall not be delivered and recorded, until all of the following contingencies have occurred or have been waived in writing by the City and Cornerstone.

3.1 A revised plat and a written amendment of the P.U.D. Agreement for Quail Ridge Estates Subdivision recorded as Instrument No. 2008-006721 have received final approval from the City and from Twin Falls County, and the revised plat and the amendment to the P.U.D. Agreement have been filed for record with the Twin Falls County Recorder.

3.2 The City has approved a revised Park-in-Lieu Contribution for Park Land associated with Quail Ridge Estates.

Section 4: Additional Provisions. Additional provisions for the development, use and maintenance by the City of the Canyon Rim trail extension and trailhead, together with the City's construction of a new portion of the City walking trail upon City property located North of the land described on Exhibits "A" and "B," shall be contained in an Amendment to said P.U.D. Agreement pertaining to Quail Ridge Estates, as provided in Section 5 below. In addition to such Amendment, the following mutual promises and obligations are included as part of the consideration for this Agreement.

4.1 Cornerstone shall have no obligation to improve or maintain any portion of the property described in Exhibit "B" that Cornerstone is conveying to the City (sometimes referred to as "the Park" herein); except that Cornerstone shall be responsible for the removal, at its cost, of the existing stairway located on said property and portions of the public walking trail no longer needed due to removal of the stairs.

4.2 The uses of the property described on Exhibit "B" shall be limited to (i) a public park, including access to the site; (ii) a canyon overlook platform; and (iii) a trailhead for access to the City walking trail along the Snake River canyon rim.

4.3 The City shall be responsible for the development and maintenance at its cost of all portions of the Park, including the public walking trail, and Snake River canyon overlook and other public facilities, if any, consistent with use of the site as a public park.

4.4 The City shall limit the hours for use of and access to the Park to the same time as the rest of the Dierkes Lake Park; and in addition, shall take affirmative steps to prohibit and control vandalism, loud or illegal behavior, or other nuisances at the Park. The City's obligation to maintain such control shall exist for so long as the described area is used by the public for the intended uses described herein.

4.5 The City agrees to indemnify and hold harmless Cornerstone and Cornerstone's successors in interest, including but not limited to the owners of property in the Quail Ridge Estates Subdivision, from any and all liability of whatever kind or nature incurred on or about the Park or arising from or related to the use thereof; except for those claims, actions or damages caused or contributed to by the negligence or other wrongful acts of Cornerstone or its successors in interest.

4.6 The City and Cornerstone mutually acknowledge and agree that prior to the effective date of this Agreement, Cornerstone has paid the sum of \$32,290.00 to construct a portion of the new public walking trail, which begins at the Northerly end of an existing sidewalk that is located along the common boundary of Lots 6 and 7, Block 1, of Quail Ridge Estates, and meanders in a generally Northerly direction toward the bottom of the Snake River canyon, as provided herein and in the Amended P.U.D. Agreement. That payment shall constitute Cornerstone's total agreed contribution to the cost of the improvements that the City will construct as provided in the Amended P.U.D. Agreement. The parties further acknowledge and agree that payment for such construction was made by Cornerstone conditioned upon the happening of each of the following events: (i) the amended plat for Quail Ridge Estates being approved by the City and the County and being filed for record with the Twin Falls County Recorder; (ii) the Amendment to the P.U.D. Agreement being executed by the appropriate parties and recorded with the Twin Falls County Recorder; and (iii) the land trades described above being accomplished by recorded deeds or other necessary documents of conveyance. If any one or more of the foregoing conditions (i), (ii) or (iii) cannot or does not occur after compliance with the City's notice and hearing requirements applicable to this Agreement; then within thirty (30) days after written demand for payment has been received by the City from Cornerstone, the funds which Cornerstone has advanced as recited herein shall be reimbursed and paid to Cornerstone by the City.

Section 5: Amendment to P.U.D. Agreement. As a material consideration for the execution of this Agreement, the parties agree that the Quail Ridge Estates Planned Unit Development Agreement dated March 21, 2008, and recorded as Instrument No. 2008-006721, records of Twin Falls County Recorder, shall be amended, including but not necessarily limited to the following modifications:

5.1 Cornerstone shall be released from any responsibility to perform the requirements stated in Section 5.B.a. a), b) and c), namely: build the canyon rim trail on City-owned property across the North face of the land located North of the land to be conveyed to Cornerstone; build a stairway down to Hidden Lakes; and build a canyon overlook on City owned property.

5.2 The public parking area provided in Section 5.B.A. d) shall be constructed by Cornerstone at its expense in the area of the 3400 Road right of way to be vacated by the Twin Falls Highway District, or an alternative plan for parking shall be approved by the City, the County and the Highway District.

5.3 Except for that portion of the public walking trail constructed at Cornerstone's expense as noted in paragraph 4.6 above, the City shall

be responsible for the cost of development, and it shall be responsible for all costs of repair and maintenance, of the public walking trail(s) located upon the land described on Exhibit "A" or upon City-owned property which run either into the Snake River Canyon or along the Canyon Rim, and other improvements, if any, installed by the City. In addition, the City shall maintain at its cost the branch of the existing sidewalk that is located along the common boundary of Lots 6 and 7, Block 1, of Quail Ridge Estates which connects with the public walking trail. The improvements located North of Quail Ridge Estates to be installed by the City may consist of a walking/bike path, safety features, landscaping, lookout point and benches; but shall not include restrooms, shelters or other structures that impede the canyon view from any Lot in Quail Ridge Estates. All improvements constructed or installed by the City shall be maintained in a clean and first class condition, at the City's expense.

5.3.1 Cornerstone and its successors in interest shall be responsible, at their cost, for maintenance of the sidewalk located parallel to 3400 Road along the East boundary of Quail Ridge Estates.

5.3.2 The newly-constructed portion of the public walking trail, including that portion installed by Cornerstone, shall be constructed initially with gravel topping. It shall be the City's responsibility to add asphalt topping to the walking trail within three (3) years after the approval of a revised final plat for the Quail Ridge Estates subdivision.

5.4 The assurance bond previously posted to assure construction of the required improvements under Section 5 of the existing P.U.D. Agreement shall be released. In lieu thereof, Cornerstone has paid the costs of construction of the public walking trail as provided in paragraph 4.6 above.

Section 6: Title Insurance. Neither party shall be required to obtain title insurance for the protection of the other party hereto.

Section 7: Warranties and Disclaimer. Each party hereto acknowledges and agrees that except as stated in this Section 7 neither the transferring party nor the transferring party's agents or employees make any warranties, express or implied, with respect to the property being conveyed under this Agreement. Except as stated in this Agreement, (i) neither party makes any representation as to the condition or state of repair of the property being transferred to the other party under this Agreement; (ii) neither party is making or has made any agreement to alter, repair, or improve the property being transferred; and (iii) the sole obligation of each transferring party will be to deliver clear title to and possession of the property being transferred to the other party on the Closing Date. Except as otherwise represented in this Section 7, each party agrees to accept possession of the described property on the Closing Date in an AS IS condition WITH ALL FAULTS.

7.1 As a material inducement to enter into this Contract, the City hereby represents and covenants to Cornerstone, and Cornerstone hereby represents and covenants to the City as follows:

7.1.1 The execution, delivery, and performance of this Agreement does not violate or breach any material covenant, warranty, or other material provisions of or result in the acceleration of any material obligation under any mortgages, notes, liens, leases, licenses, permits, agreements, instruments, orders, arbitration awards, judgments, or decrees, or in the termination of any license, lease, or permit to which the transferring party is a party or is bound.

7.1.2 The transferring party is and on the Closing Date will be the sole and unconditional owner of the real property described herein, with full power to sell and dispose of the same. At Closing, each party shall convey to the other party good and marketable title to the real property being conveyed herein, free and clear of any liens, charges, encumbrances, claims or conditions thereon.

7.1.3 To the best knowledge of each transferring party, (i) no litigation, action, suit or proceeding, either legal, equitable, administrative, through arbitration, or otherwise, is pending or threatened against or which might adversely affect; (ii) no judgment, decree, injunction, rule, or order of any court, governmental department, commission or agency is outstanding against; and (iii) no event has occurred, which might adversely affect the conveyances agreed to herein, or the consummation of the land trades and release of easements described herein.

7.1.4 To the best knowledge of each transferring party: (i) there are no soil conditions adversely affecting the real property interests being conveyed by that party; (ii) the property being conveyed has not been contaminated with any substance known to be toxic or hazardous, as such terms are defined by federal or state law; (iii) no leak, spill, release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the property being conveyed to date, and the soil, groundwater and soil vapor on or under the property will be free of toxic or hazardous substances as of the Closing Date.

Section 8: Indemnity. The City agrees to indemnify, defend, and hold Cornerstone free and harmless from and against, and Cornerstone agrees to indemnify, defend and hold the City free and harmless from and against, any and all liability, damage, cost and expense (including attorney's fees) related to, arising out of or in connection with any inaccuracy or breach of any representation or warranty by the indemnifying party as set forth above, including but not limited to a breach of the

C.4115

environmental warranties made by each transferring party in Section 7.1.4 above; which indemnity shall include, without limitation, costs incurred in connection with toxic or hazardous substances present or suspected to be present in the soil, groundwater, or soil vapor on or under the property being transferred up to the time of recording each respective deed or other conveyance required herein.

8.1 The foregoing indemnity agreements shall survive the Closing of this Agreement.

Section 9: Possession. Each party shall be entitled to take possession of the property being transferred to it on the Closing Date.

Section 10: Taxes and Assessments. Taxes and assessments on the parcels being transferred shall be prorated between the parties as of the Closing Date.

Section 11: Closing. The following provisions shall govern the closing of this transaction.

11.1 The Closing Date shall be on or before the thirtieth (30th) day following the satisfaction or waiver of the contingencies stated in Section 3 above. At the time of closing, all of the land trade conveyances shall be recorded consecutively.

11.2 The Closing Agent shall be TitleFact, Inc. of Twin Falls, Idaho.

11.3 All costs of closing this transaction, including the escrow agent fee and recording costs shall be paid one-half (1/2) by each party.

Section 12: Real Estate Commission. There shall be no real estate commissions owed in connection with this transaction.

Section 13: Attorney's Fees. In the event suit or action is instituted to enforce any of the terms of this Agreement, including any and all bankruptcy claims, actions and proceedings deemed necessary or desirable, or to otherwise protect the interest of either party, including the hiring of any attorney in the event of default, then the nondefaulting party or the prevailing party (in the event of suit) shall be entitled to recover reasonable attorney's fees and costs, including fees or costs that may be incurred in any appellate proceeding.

Section 14: Succession. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the heirs, executors, administrators, successors and assigns of the parties hereto.

Section 15: Expenses. Unless otherwise expressly provided herein, each party hereto shall pay all of its own costs and expenses incurred or to be incurred

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in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE CITY OF TWIN FALLS, IDAHO

CORNERSTONE INDUSTRIES, LLC

By: 
Mayor

By: 
Manager

04115



THE LAND GROUP, INC.

Project No. 209059
Legal Description
CORNERSTONE INDUSTRIES, LLC.
Parcel A (The City of Twin Falls, Idaho to Cornerstone Industries, LLC.)
1.01 Acres

EXHIBIT A

A tract of land situated in the Southeast One Quarter of the Southeast One Quarter of Section 31, Township 9 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho, described as follows:

Commencing at the Southeast Corner of said Section 31, said point being witnessed by a brass cap which bears South 78°57'06" East a distance of 1.89 feet, from which 1/2-inch steel pin monumenting the East one-sixteenth Corner common to said Section 31 and Section 6, Township 10 South, Range 15 East, B.M. bears North 89°44'07" West a distance of 1,323.68 feet (formerly North 89°46'37" West a distance of 1,322.74 feet);

Thence following the southerly line of said North 89°46'37" West a distance of 420.64 feet to the POINT OF BEGINNING;

- Thence continuing North 89°44'07" West a distance of 638.66 feet to a point;
- Thence leaving said southerly line, North 45°19'09" East a distance of 116.28 feet to a point;
- Thence South 89°44'07" East a distance of 124.44 feet to a point;
- Thence South 75°34'21" East a distance of 48.15 feet to a point;
- Thence South 89°44'07" East a distance of 172.80 feet to a point;
- Thence North 81°10'57" East a distance of 70.04 feet to a point;
- Thence South 86°53'53" East a distance of 99.98 feet to a point;
- Thence South 29°19'10" East a distance of 87.93 feet to the POINT OF BEGINNING.

The above-described tract of land contains 1.01 acres, more or less, subject to any existing easements or rights-of-way.

Attached hereto is Exhibit "C" and by this reference is made a part hereof.

Prepared By: THE LAND GROUP, INC.
261 CANYON CREST DRIVE
TWIN FALLS, IDAHO 83301
208-733-4041
208-733-4045 (FAX)



C4115



THE LAND GROUP, INC.

Project No. 209059
Legal Description
CORNERSTONE INDUSTRIES, LLC.
Parcel B (Cornerstone Industries, LLC. to the City of Twin Falls, Idaho)
1.01 Acres

EXHIBIT B

A tract of land being a portion of Lots 5 and 6, Block 1 of Quail Ridge Estates (a recorded subdivision on file in Book 22 of Plats at page 22, Instrument No. 2007-011427, records of Twin Falls County, Idaho situated in U.S. Government Lot 1 of Section 6, Township 10 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho, described as follows:

BEGINNING at the Northeast Corner of said Section 6, said point being witnessed by a brass cap which bears South 78°57'06" East a distance of 1.89 feet, from which 1/2-inch steel pin monumenting the East One Quarter of said Section 6 bears South 00°12'26" East a distance of 2,662.61 feet (formerly South 00°13'39" East a distance of 2,663.59 feet);

Thence following the easterly line of said Section 6 and the easterly line of said Quail Ridge Subdivision, South 00°12'26" East a distance of 130.94 feet to a point on the southerly rim of the Snake River Canyon;

Thence leaving the easterly line of said Section 6 and the easterly line of said Quail Ridge Estates Subdivision and following the southerly rim of said Snake River Canyon the following courses and distances:

1. South 51°34'55" West a distance of 3.04 feet to a point;
2. South 33°46'26" West a distance of 19.14 feet to a point;
3. South 17°22'02" West a distance of 47.09 feet to a point;
4. South 53°43'23" West a distance of 34.19 feet to a point;
5. North 63°35'04" West a distance of 65.86 feet to a point;
6. North 04°30'32" East a distance of 66.64 feet to a point;
7. North 51°36'21" West a distance of 45.71 feet to a point;
8. North 55°37'35" West a distance of 19.04 feet to a point;
9. South 83°34'39" West a distance of 38.23 feet to a point;

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THE LAND GROUP, INC.

- 10. South 79°15'55" West a distance of 25.61 feet to a point;
- 11. South 47°09'25" West a distance of 17.55 feet to a point;
- 12. North 70°47'01" West a distance of 34.02 feet to a point;
- 13. North 67°39'15" West a distance of 84.88 feet to a point;
- 14. North 56°39'01" West a distance of 14.89 feet to a point;
- 15. North 83°24'51" West a distance of 21.20 feet to a point;
- 16. North 51°33'55" West a distance of 25.95 feet to a point;
- 17. North 26°39'22" West a distance of 14.07 feet to a point;
- 18. North 36°53'46" West a distance of 23.96 feet to a point on the northerly line of said Section 6 and the northerly line of said Quail Ridge Estates Subdivision;

Thence, leaving said southerly line and following the northerly line of said Section 6 and the northerly line of said Quail Ridge Estates Subdivision, South 89°44'07" East (formerly South 89°46'37" East) a distance of 420.64 feet to the POINT OF BEGINNING.

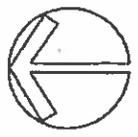
The above-described tract of land contains 1.01 acres, more or less, subject to any existing easements or rights-of-way.

Attached hereto is Exhibit "C" and by this reference is made a part hereof.

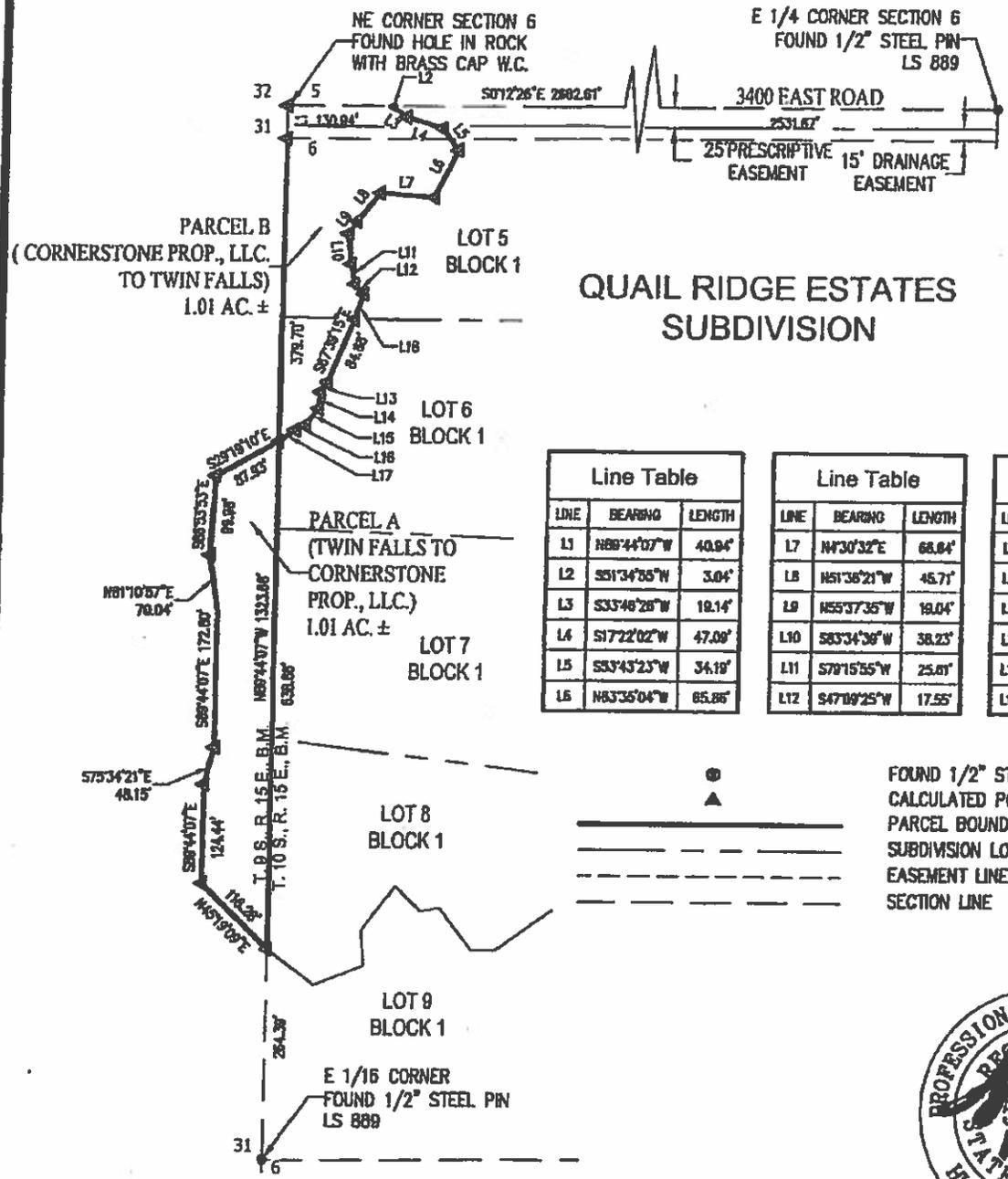
Prepared By: THE LAND GROUP, INC.
 261 CANYON CREST DRIVE
 TWIN FALLS, IDAHO 83301
 208-733-4041
 208-733-4045 (FAX)



C4115



Situated in U.S. Government Lot 1
of Section 6, Township 10, Range 15 East, B.M.,
And the SE 1/4 of the SE 1/4 of Section 31,
Township 9, Range 15 East, B.M.,
Twin Falls County, Idaho
2010

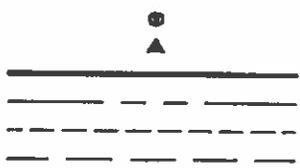


QUAIL RIDGE ESTATES SUBDIVISION

LINE	BEARING	LENGTH
L1	N88°44'07"W	40.84'
L2	S51°34'35"W	3.04'
L3	S33°46'28"W	19.14'
L4	S17°22'02"W	47.09'
L5	S33°43'23"W	34.19'
L6	N83°35'04"W	85.88'

LINE	BEARING	LENGTH
L7	N43°30'32"E	68.84'
L8	N51°38'21"W	45.71'
L9	N55°37'35"W	19.04'
L10	S83°34'38"W	38.23'
L11	S79°15'55"W	25.81'
L12	S47°09'25"W	17.55'

LINE	BEARING	LENGTH
L13	N58°39'01"W	14.89'
L14	N83°24'51"W	21.20'
L15	N51°33'56"W	25.95'
L16	N28°39'22"W	14.07'
L17	N38°53'48"W	23.98'
L18	N70°47'01"W	34.02'



ENGINEER/SURVEYOR

PROJECT INFORMATION

Scale: 1" = 200'

THE LAND GROUP, INC.
- Landscape Architecture
- Civil Engineering
- Site Planning
- Golf Course Irrigation & Engineering
- Graphic Communication
- Land Surveying
402 E. Shaw Dr., Suite 10, 21618
Palm Springs (760) 859-5023 Fax (760) 859-4415
www.thelandgroup.com

LAND TRADE EXHIBIT
CORNERSTONE IND., LLC.
TWIN FALLS, IDAHO

12-23-09
208059
EXHIBIT C

BACKGROUND STATEMENT FOR
QUAIL RIDGE ESTATES P.U.D. AMENDMENT

In 2010, the City of Twin Falls and the Quail Ridge Subdivision developer, Cornerstone Industries, LLC, entered into a Land Trade Agreement ("LTA" herein), in which a mutually beneficial trade of land parcels was agreed upon. Under the LTA, the City will receive from Cornerstone certain land located below the Snake River canyon rim which is ideal for a park and recreational property. Cornerstone will receive from the City a parcel of ground above the canyon rim, which will increase the size of three of the Subdivision Lots, and substantially improve the views from potential houses on those lots by allowing them to be located closer to the edge of the canyon.

The City has received its benefit from the LTA (other than actually receiving a deed to the property). The walking trail has been extended down into the canyon to the area the City will receive, with the use of a substantial cash payment by Cornerstone. Cornerstone is proceeding with building the agreed-upon parking area, which is located in the Highway District right of way, adjacent to the East boundary of Quail Ridge Subdivision.

The requested amendment to the existing PUD agreement is one of the required provisions in the LTA. The specific amendments to be made, as stated in the LTA, are:

"5.1 Cornerstone shall be released from any responsibility to perform the requirements stated in Section 5.B.a. a), b) and c), namely: build the canyon rim trail on City-owned property across the North face of the land located North of the land to be conveyed to Cornerstone; build a stairway down to Hidden Lakes; and build a canyon overlook on City owned property.

5.2 The public parking area provided in Section 5.B.A. d) shall be constructed by Cornerstone at its expense in the area of the 3400 Road right of way to be vacated by the Twin Falls Highway District, or an alternative plan for parking shall be approved by the City, the County and the Highway District.

5.3 Except for that portion of the public walking trail constructed at Cornerstone's expense as noted in paragraph 4.6 above, the City shall be responsible for the cost of development, and it shall be responsible for all costs of repair and maintenance, of the public walking trail(s) located upon the land described on Exhibit "A" or upon City-owned property which run either into the Snake River Canyon or along the Canyon Rim, and other improvements, if any, installed by the City. In addition, the City shall maintain at its cost the branch of the existing sidewalk that is located along the common boundary of Lots 6 and 7, Block 1, of Quail Ridge Estates which connects with the public walking trail.

The improvements located North of Quail Ridge Estates to be installed by the City may consist of a walking/bike path, safety features, landscaping, lookout point and benches; but shall not include restrooms, shelters or other structures that impede the canyon view from any Lot in Quail Ridge Estates. All improvements constructed or installed by the City shall be maintained in a clean and first class condition, at the City's expense.

5.3.1 Cornerstone and its successors in interest shall be responsible, at their cost, for maintenance of the sidewalk located parallel to 3400 Road along the East boundary of Quail Ridge Estates.

5.3.2 The newly-constructed portion of the public walking trail, including that portion installed by Cornerstone, shall be constructed initially with gravel topping. It shall be the City's responsibility to add asphalt topping to the walking trail within three (3) years after the approval of a revised final plat for the Quail Ridge Estates subdivision.

5.4 The Letter of Assurance previously posted by Mountain West Bank ("the Bank") to assure construction of the required improvements under Section 5 of the existing P.U.D. Agreement shall be released by the City. In lieu thereof, Cornerstone shall pay the costs of construction of the public walking trail as provided in paragraph 4.6 above. Upon release by the Bank in accordance with Cornerstone's instructions of the funds now on deposit pursuant to the Letter of Assurance, the City promptly shall execute and deliver to the Bank the appropriate form to document the City's release of the Letter of Assurance."

The proposed PUD Amendment, the original Quail Ridge Estates Planned Unit Development Agreement and the LTA are provided with Applicant's material.

Attached is the original, recorded Plat, and the recently recorded amended plat that renumbers the North lots in Quail Ridge and revises the North boundary of four of the Lots, per the LTA. Also attached is a diagram showing the location of the new parking lot to be constructed by Cornerstone.

The Amended Plat that changes the North boundary line of the four Quail Ridge Lots affected by the LTA has been approved by the City and has been filed with the Twin Falls Recorder. Approval and signing of the Amendment to the PUD Agreement is the last step required before signing and recording the various deeds that will finalize the land trade.

Quail Ridge Subdivision is fully developed, except that some of the Lots have not yet been built out. The proposed changes to the PUD Agreement will have

minimal impact on the North Lots, as the walking trail already exists and is being improved to provide good access to the area below the canyon rim that the City is receiving. Parking for people using the trail is being provided in the Highway District right of way (outside of the Subdivision), which has been approved by the Highway District.

The P.U.D. changes should have no impact on the neighboring subdivision. The walking trail is totally within Quail Ridge Subdivision, and the area in the canyon that will be used for a City park is accessible only by the trail through Quail Ridge Estates, not the neighboring subdivision. There is no need for traffic (either foot or vehicular) generated by the land trade to go upon the neighboring subdivision.



Public Meeting: **MONDAY FEBRUARY 08, 2016**

To: Honorable Mayor and City Council

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

ITEM II-

Request: For The City Council's Consideration To Adopt An Ordinance REZONING property located at 2176 and 2188 Addison Avenue East from R-2 and R-2 PRO to RB; Residential Business c/o Tim Vawser/EHM Engineers, Inc. on behalf of Doug and Arlene Christensen (app. 2754)

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

History:

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 as presented to the City Council. Based upon their findings the Commission determined this request was in conformance with the Comprehensive Plan and a redevelopment of these two properties was in compliance with the Residential Business Zoning District which would be compatible with existing development and to the existing neighborhood.

On **December 14, 2015** the City Council held a public hearing. There were three nearby residents who stated they had concerns this proposed rezone and redevelopment could impact their property.

Upon Conclusion of the public hearing and discussion Councilmember Lanting made a motion to approve the request as presented. The motion was seconded by Councilmember Talkington and by a vote of 6 for and 1 against the motion was approved.

Conclusion:

As Directed By The Council, Staff Has Prepared An Ordinance For Your Consideration.

Staff Recommends The City Council Adopt The Ordinance So It Can Be Published And Codified.

Attachments:

1. Ordinance (2)
2. Attachment "A"(2)
3. Zoning Map of Area
4. Site Map of Rezoned Area
5. Portion of the December 14, 2015 CC Minutes

ORDINANCE NO. _____

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

WHEREAS, Douglas Christensen & Arlene Christensen had made application for a Zoning District Change and Zoning Map Amendment for properties located at 2176 Addison Avenue East & 2188 Addison Avenue East City of Twin Fall; and,

WHEREAS, the City Planning and Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 10th day of November, 2015, to consider the Zoning Designation and necessary Zoning District Map amendment upon a REZONE of the real property below described; and,

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

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing to consider the same matter on the 14th day of December, 2015.

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

SECTION 1. That the following described real properties located at 2176 Addison Avenue East & 2188 Addison Avenue East are the subject of a Zoning District Change and Zoning Map Amendment from R-2 & R-2 PRO to RB which is consistent with the Comprehensive Plan Future Land Use Map designation of Residential Business:

SEE ATTACHMENT "A"

SECTION 2. That the Area of Impact and Zoning Districts Map and the Comprehensive Plan Future Land Use Map for the City of Twin Falls, Idaho, be and the same are hereby amended to reflect the rezoning of the real property above described.

SECTION 3. Public services may not be available at the time of development of this property, depending upon the speed of development of this and other developments, and the ability of

the City to obtain additional water and/or sewer capacity. The annexation of this property shall not constitute a commitment by the City to provide water and/or wastewater services.

PASSED BY THE CITY COUNCIL , 20__

SIGNED BY THE MAYOR , 20__

Mayor

ATTEST:

Deputy City Clerk

PUBLISH: Thursday _____, 20__

ATTACHMENT "A"

**Legal Description
Portion of Lot 1, Hill Tract No. 1(0000-002438)
Twin Falls, Idaho**

Being a portion of Lot 1 as said Lot is shown and so designated on that certain map entitled "HILL TRACT NO. 1", filed December 24, 1907, as instrument no. 0000-002438, of official records, in the office of the county recorder of Twin Falls County, Idaho, more particularly described as follows:

Commencing at the Northeast corner of Section 15, Township 10 South, Range 17 East, Boise Meridian; Thence, North 89° 52' 57" West 178.26 feet along the North boundary of said Section 15; Thence, leaving said North boundary, South 00° 11' 07" East 25.00 feet to the Northwest corner of the East 1/2 of said Lot 1; Thence, continuing South 00° 11' 07" East 15.00 feet along the West boundary of the East 1/2 of said Lot 1 to the REAL POINT OF BEGINNING;

Thence, leaving said West boundary, South 89° 52' 57" East 45.52 feet along a line parallel with and 40.00 feet South of said North boundary of Section 15;

Thence, leaving said parallel line, South 87° 24' 07" East 56.80 feet;

Thence, South 66° 04' 32" East 13.04 feet;

Thence, South 44° 43' 58" East 24.57 feet;

Thence, South 23° 24' 13" East 13.04 feet;

Thence, South 02° 00' 21" East 54.61 feet;

Thence, South 00° 11' 23" East 161.44 feet along a line parallel with and 40.00 feet West of the East boundary of said Section 15 to the North boundary of that certain map entitled "Eastland Professional Subdivision", recorded December 9, 2009, as instrument no. 2009-027066, of official records, in the office of the county recorder of Twin Falls County, Idaho;

Thence, North 89° 15' 08" West for 138.30 feet along said North boundary to a point on said West boundary of the East 1/2 of Lot 1;

Thence, North 00° 11' 07" West for 251.60 feet along said West boundary of the East 1/2 of Lot 1 to the REAL POINT OF BEGINNING.

**The above described parcel contains approximately 34,209 Sq. Ft.
(0.785 Acres)**

Legal Description
Portion of Lot 1, Hill Tract No. 1(0000-)
Twin Falls, Idaho

Being a portion of Lot 1 as said Lot is shown and so designated on that certain map entitled "HILL TRACT NO. 1", filed December 24, 1907, as instrument no. 0000-002438, of official records, in the office of the county recorder of Twin Falls County, more particularly described as follows:

Commencing at the Northeast corner of Section 15, Township 10 South, Range 17 East, Boise Meridian; Thence, North 89° 52' 57" West 178.26 feet along the North boundary of said Section 15; Thence, South 00° 11' 07" East 25.00 feet to the Northeast corner of the West 1/2 of said Lot 1; Thence, continuing South 00° 11' 07" East 15.00 feet along the East boundary of the West 1/2 of said Lot 1 to the REAL POINT OF BEGINNING;

Thence, South 00° 11' 07" East 247.45 feet along said East boundary of the West 1/2 of Lot 1;

Thence, leaving said East boundary, North 89° 52' 57" West 133.29 feet along a line parallel with said North boundary of Section 15;

Thence North 00° 10' 50" West 247.45 feet along a line parallel with and 20.00 feet Easterly of the West boundary of said Lot 1;

Thence, leaving said parallel line, South 89° 52' 57" East 133.27 feet along a line parallel with and 40.00 feet Southerly of the North boundary of Section 15 to the REAL POINT OF BEGINNING.

**The above described parcel contains approximately 32,980 Sq. Ft.
(0.757 Acres)**



Aerial Photo Map

Reference Only

2193 ADDIS

2147 ADDIS

2146 ADDIS

ADDISON AVE E

EASTLAND DR N



2220 ADDIS

2258 ADDIS

EASTLAND DR

2188 ADDIS

1067 EASTL

2176 ADDIS

2158 ADDIS

2146 ADDIS

1410 HIGHV

HIGHVIEW LN

2132 ADDIS

1409 HIGHV



NORTH

Future Land Use Map Reference Only

Medium Density Residential

Neighborhood Center

Commercial/Retail Designation



150 LARKSP
136 LARKS
120 LARKSP
108 LARKSP
LARKSPUR DR

2133 ADDIS
2147 ADDIS
2149 ADDIS
2193 ADDIS

2223 ADDIS
2221 ADDIS
2259 ADDIS

ADDISON AVE E

2070 ADDIS
2061 11TH
2069 11TH
2084 11TH
2073 MAPLE
2081 MAPLE
2060 11TH

2036 ADDIS
2109 11TH
2108 ADDIS
2122 ADDIS
1409 HIGH

2146 ADDIS
1140 HIGHV
HIGHVIEW LN

2176 ADDIS
2153 ADDIS
1067 EASTL
1053 EASTL
1031 EASTL
1054 HIGHV
1040 HIGHV

2220 ADDIS
2258 ADDIS

11TH AVE E

HOOPS ST

Medium Density Residential

2061 MAPLE
2073 MAPLE
2081 MAPLE
2084 11TH
2053 HOOPS
1033 HOOPS
1036 HOOPS
1048 HOOPS
1078 HOOPS

EASTLAND DR N

EASTLAND DR

COUNCIL MEMBERS:

Suzanne Hawkins	Jim Munn	Shawn Barigar	Chris Talkington	Gregory Lanting	Don Hall	Rebecca Mills Sojka
Vice Mayor					Mayor	



Minutes

**Meeting of the Twin Falls City Council
Monday, December 14, 2015
City Council Chambers**

5:00 P.M. - 305 3rd Avenue East -Twin Falls, Idaho

5:00 P.M.

**PLEDGE OF ALLEGIANCE TO THE FLAG
CALL MEETING TO ORDER
CONFIRMATION OF QUORUM
CONSIDERATION OF THE AMENDMENTS TO THE AGENDA
PROCLAMATIONS: None**

GENERAL PUBLIC INPUT

AGENDA ITEMS

I. CONSENT CALENDAR:

1. Consideration of a request to approve the Accounts Payable for December 8–14, 2015.
2. Consideration of a request to approve the December 7, 2015, City Council Minutes.
3. 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.
4. Consideration of a request to approve a Trust Agreement for WS&V Subdivision First Amended, placing Lots 2 & 3, Block 1 into trust.
5. 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.
6. Consideration of a request to approve a Trust Agreement for WS&V Subdivision First Amended, placing Lots 4 & 5, Block 1 into trust.

Purpose:

Action

By:

Sharon Bryan

Action

Sharon Bryan

Action

Troy Vitek

Action

Troy Vitek

Action

Troy Vitek

Action

Troy Vitek

II. ITEMS FOR CONSIDERATION:

1. Consideration of a request to approve John Van Engelen to serve as a Library Trustee.
2. Consideration of a request to renew the PSI Sanitation Contract.
3. Update on the Main Avenue Redesign Project by Mandi Roberts with Otak.
4. Discussion on the mayor election process.
5. Public input and/or items from the City Manager and City Council.

Purpose:

Presentation

By:

Tara Bartley

Action

Bill Baxter

Presentation

Mandi Roberts/Otak

Discussion

Melinda Anderson
City Council

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:

IV. PUBLIC HEARINGS:

6:00 P.M.

1. Consideration of a request to approve 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 in care of Tim Vawser/EHM Engineers, Inc., on behalf of Doug and Arlene Christensen (app. 2754).
2. Consideration of 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.

PH/Action

Tim Vawser/
EHM Engineers
Jonathan Spendlove

PH/Action

Mitchel Humble

V. ADJOURNMENT:

Council discussion ensued on the following:

- Need to be transparent.
- Short time frame to change process.
- Presentation from those that would like to be Mayor

MOTION:

Councilmember Mills Sojka moved to create an Ordinance to have the Mayor voted on by the Citizens of the City of Twin Falls. The motion was seconded by Councilmember Talkington. Roll call vote showed those voting AYE: Mills Sojka Those voting NAY: Hawkins, Munn, Barigar, Talkington, Lanting and Hall. Motion Failed 1 to 6

Council discussion ensued on the following:

- Process on how Mayor and Vice Mayor are chosen.
 - Those interested in being Mayor announce at the next City Council meeting.
 - Those interested in being Mayor announce and give a presentation of why they want to be Mayor.
 - Interested Council announce and give presentation on January 4, 2016.
 - Concerns of open meeting law violations.
5. Public input and/or items from the City Manager and City Council.

City Manager Rothweiler reminded Council of the following events.

December 15, 2015 a retirement celebration for Ed Lang at Airport from 3 to 5
December 16, 2015 is Appreciation Luncheon for City Employees at Canyon Crest at noon.
December 21, 2015 last meeting of the year and will be swearing in of new Chief of Police.

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:

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

1. Consideration of a request to approve 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 in care of Tim Vawser/EHM Engineers, Inc., on behalf of Doug and Arlene Christensen (app. 2754).

Tim Vawser, EHM Engineers, Inc reviewed 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 using visuals.

Planner 1 Spendlove gave staff report.

Council discussion ensued on the following:

- Two separate lots.
- Resident business protect residents next door.
- Setbacks.

Open Public Hearing: 6:38 P.M.

Patricia Curtis, 1054 Highview Lane – Worried property will devalue when more businesses go in and concerned with safety and security.

Scott Peterson 1109 Highview Lane – Safety and property value going down.

Curtis Webb 2158 Addison Ave E – Concerned with the 5' setback.

Closing Public Hearing 6:48 PM

Council discussion ensued on the following:

- Allowed ingress and egress on Addison Avenue.
- Setback concerns.
- Landscaping encroaching in the setbacks.
- NCO zoning

Tim Vawser EHM – Gave clarification on the easements, setbacks and property assessments.

MOTION:

Councilmember Lanting moved to approve 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. The motion was seconded by Councilmember Talkington. Roll call vote showed those voting AYE: Lanting, Hall, Hawkins, Munn, Barigar and Talkington. Those voting NAY: Mills Sojka. Approved 6 to 1

2. Consideration of 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.

Deputy City Manager Humble reviewed request to amend City Code 3-7-8 and 3-9-9.

Councilmember Barigar explained concerns with the businesses.

Public Hearing Open: 7:06 PM

Ed Sabia 2124 Stadium Blvd spoke in favor of the code change.

Paul Thompson 762 Blue Lakes Blvd. Spoke against the change.

Dan Willie 4055 North Canyon Ridge Drive – Spoke in favor of the code change.

Charlie Geraud 1934 Hampton Way - Spoke in favor of the code change.

Dan Hida 2733 Frankly Lane - Spoke in favor of the code change.

Joe DeBoard 1233 Wirsching Avenue West - Spoke in favor of the code change.

Public Hearing closed: 7:18 PM

Discussion ensued on the following:

- Only concerns sales for on premise.
- Crimes after bars close.
- More enforcement after bars close.
- Private club problems.

- State Liquor stores can sell on Election Day.
- Concerns with the change of time from 1:00 PM to 2:00 PM
- Separate the sale of liquor and time change.
- Need more public input from general public not just business owners.

MOTION:

Councilmember Talkington made a motion to place Ordinance 3110 on first reading by title only. The motion was seconded by Councilmember Mills Sojka. Roll call vote showed those voting AYE: Talkington. Those Voting NAY: Hall, Mills Sojka, Hawkins, Munn, and Barigar. Failed 1-6

MOTION:

Councilmember Lanting made a motion to delete the 2:00 AM closure in Ordinance 3110. The motion was seconded by Councilmember Munn. Roll call vote showed those voting AYE: Mills Sojka, Hawkins, Munn, Barigar, Lanting and Hall. Those Voting NAY: Talkington. Approved 6 - 1

MOTION:

Councilmember Barigar made a motion to suspend the rules and place Ordinance 3110 on third and final reading by title only. The motion was seconded by Councilmember Munn. Roll call vote showed those voting AYE: Hawkins, Munn, Barigar, Lanting and Hall. Those voting NAY: Talkington and Mills Sojka. Approved 5 - 2

Deputy City Clerk Bryan read the ordinance by title only:

ORDINANCE NO. 3110

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 LIQUOR FOR CONSUMPTION ON THE PREMISES ON MEMORIAL DAY, THANKSGIVING AND ON ELECTION DAYS.

MOTION:

Councilmember Talkington made a motion to adopt Ordinance 3110. The motion was seconded by Councilmember Munn. Roll call vote showed those voting AYE: Munn, Barigar, Talkington, Lanting, Hall and Hawkins. Those voting NAY: Mills Sojka. Approved 6 to 0.

V. ADJOURNMENT:

Meeting adjourned at 7:48 PM

Sharon Bryan, Deputy City Clerk



Date: Monday, February 8, 2016
To: Honorable Mayor and City Council
From: Brian Pike, Deputy City Manager

Request: Repeal of Resolution 1934.

Time Estimate: Approximately seven (7) minutes.

Background: On October 20, 2014, the Twin Falls City Council passed Resolution 1934. Resolution 1934 was a resolution of the Council organizing a Senior Citizen Advisory Commission (SCAC).

The SCAC was created as a formal Commission to the Council with the intent of representing seniors not already being served by organizations providing services, education or recreation to seniors. The SCAC was formed to provide input from the Senior Community into the affairs and issues of the City through a structured format.

Over the last year, the SCAC has struggled within the framework of Resolution 1934. The Resolution is very specific as to the composition of the Commission and defines the roles and responsibilities of its Officers. The challenge has been finding individuals willing to function within the framework. To date, the Commission does not have an official membership as defined by Resolution nor has it elected any Commission Officers.

In our December meeting, the seniors in attendance agreed with changing the format. I would recommend we repeal Resolution 1934 and allow the group to move forward as a Senior Citizens Advisory Group to the City Manager.

Approval Process: Motion and vote of Council.

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

Regulatory Impact: Approval of this request will repeal Resolution 1934.

Conclusion: As presented to Council on January 25, 2016, Staff recommends that Council repeal Resolution 1934 allowing the Senior Citizen Advisory Commission to become an advisory group to the City manager.

RESOLUTION NO. 1934

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, ORGANIZING A SENIOR CITIZEN ADVISORY COMMISSION AND SETTING FORTH THE BY-LAWS PURSUANT TO WHICH SAID COMMISSION SHALL OPERATE.

copy

BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, THAT THE FOLLOWING BY-LAWS ARE HEREBY ADOPTED FOR THE CITY OF TWIN FALLS SENIOR CITIZEN ADVISORY - COMMISSION:

WHEREAS the seniors of the City of Twin Falls, Idaho (hereinafter "the City") constitute an underutilized resource of ideas, knowledge and experience with respect to the City and its affairs; and,

WHEREAS the Mayor and City Council of the City of Twin Falls (hereinafter "the Council") desires and seeks input from the seniors into the affairs and issues of the City through a Twin Falls Senior Citizen Advisory Council; and,

WHEREAS the seniors of Twin Falls are willing to devote their time and energy into improving the City and the community through a Twin Falls Senior Citizen Advisory Council; and,

WHEREAS this advisory commission is intended to represent those seniors not already being served by organizations already providing services, education or recreation to seniors.

NOW THEREFORE, the Mayor and the City Council of the City of Twin Falls hereby establish the Twin Falls Senior Citizen Advisory Council and adopt the following By-Laws.

BY-LAWS OF THE TWIN FALLS SENIOR CITIZEN ADVISORY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO

ARTICLE I. INTENT

The intent in preparing and adopting these By-Laws is to provide a framework for organization of the Twin Falls Senior Citizen Advisory Commission, its actions and agenda. It is not the intent of the City, or the officers and members hereinafter described, to create a legal entity of any sort including without limitation, a corporation, non-profit corporation, limited liability company, partnership, nor any other business, public or quasi-public entity.

ARTICLE II. OFFICES

The principal location of the Twin Falls Senior Citizen Advisory Commission shall be the Office of the City Manager, 321 2nd Ave. E., P.O. Box 1907, Twin Falls, Idaho 83303-1907. The Twin Falls Senior Citizen Advisory Commission may have such other offices as the Commission may designate or as the business of the Twin Falls Senior Citizen Advisory Commission may require from time to time.

ARTICLE III. MEMBERS

Section 1. General Membership and Voting Rights. Any person sixty five (65) years of age or older residing within the limits of the City of Twin Falls and the Area of Impact, who is not employed by an organization providing services, education or recreation to seniors, may apply for general membership. Any member in good standing is entitled to vote on general membership issues.

ARTICLE IV. COMMISSION

Section 1. General Powers and Duties. The business and affairs of the Twin Falls Senior Citizen Advisory Commission shall be managed by the Commission. The Commission shall be responsible for planning the agenda for the year and for each of the General Membership and Commission meetings of the Twin Falls Senior Citizen Advisory Commission, setting and proposing potential subcommittees, and discharging any other responsibilities assigned by the Commission or determined by majority vote of a quorum of the members of the Twin Falls Senior Citizen Advisory Commission.

Section 2. Officers. The Officers of the Commission shall be elected by the Commission. The officers shall consist of a President, a Vice-President, and a Commission Clerk, each of whom shall be elected by secret ballot of the members of the Twin Falls Senior Citizen Advisory Commission.

Section 3. Regular Commission Meetings. The Commission shall provide, by Resolution, the time and place for the holding of regular meetings.

Section 4. Special Meetings. Special meetings of the Commission may be called by or at the request of the President or other Commission member, and shall be held at the principal office of the Twin Falls Senior Citizen Advisory.

Section 5. Notice. Notice of any special meeting of the Commission shall be given as required by the Idaho Public Meeting Law. The notice shall specify the purpose of, or business to be transacted at, such a meeting and the Agenda thereof.

Section 6. Election and Term of Office. The officers to be elected by the members shall be elected annually by the members at the last meeting of the year. Nominations can only be made by voting members. Each member of the Commission shall hold office until resignation or termination in the manner herein provided.

Section 7. Vacancies. Any vacancy occurring on the Commission because of resignation, removal, disqualification, or otherwise, shall be filled by secret ballot of a majority of the voting members of the Commission. A member so elected to fill a vacancy shall be elected for the unexpired term of the predecessor in office.

Section 8. Powers and Duties. The powers and duties of the Officers shall be as provided from time to time by Resolution or Directives of the members.

The President shall preside over and conduct all meetings of the Twin Falls Senior Citizen Advisory Commission and of the Commission, determine agendas for the regular meetings of the Commission, act as signatory on all documents for which the Twin Falls Senior Citizen Advisory Commission provides authorization to sign, delegate authority to any or member of the Twin Falls Senior Citizen Advisory Commission if circumstances so warrant, and act upon any other matters and in the manner authorized by the Twin Falls Senior Citizen Advisory Commission.

The Vice-President shall act in the place of the President upon the President's absence or inability to act as authorized herein, and take action as delegated by the President.

The Clerk shall act as the record keeper of all activities of the Twin Falls Senior Citizen Advisory Commission, keep minutes, archives, and arrange for public notices of all meetings. The Clerk shall prepare the minutes of each meeting of the Twin Falls Senior Citizen Advisory Commission prior to the next regular meeting, prepare and mail the notices of each meeting and prepare and enclose the agendas for each meeting with the notice of such meetings. The Clerk shall also act in the place of the President upon the President's and Vice-President's absence or inability to act as authorized herein, and take action as delegated by the President.

A member of the Commission who fails or refuses to fulfill the duties associated with his/her position may be removed from the Commission by a two-thirds (2/3) majority vote of the voting members of the Senior Citizen Advisory Commission.

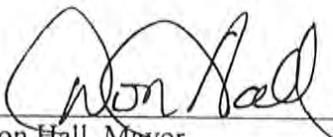
Section 10. Agendas. Any member of the Twin Falls Senior Citizen Advisory Commission may submit a request for placement of an item on the agenda to any member of the Commission for consideration at the next following regular meeting.

ARTICLE V. AMENDMENTS

These By-Laws may be altered, amended, or repealed, and new By-Laws may be adopted by the Twin Falls Senior Citizen Commission with prior written notice to the members as provided herein; provided, however, that such alterations, amendments or repeals first be authorized by a two-thirds (2/3) vote of all voting members of the Twin Falls Senior Citizen Advisory Commission, and provided further that vote by proxy shall not be permitted.

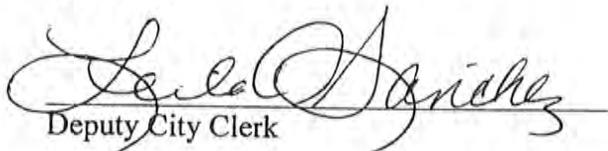
PASSED BY THE CITY COMMISSION *Oct 20* , 2014

SIGNED BY THE MAYOR *Oct 20* , 2014



Don Hall, Mayor

ATTEST:



Deputy City Clerk



Monday February 8, 2016
To: City Council
From: Travis Rothweiler, City Manager

Request:

Discussion on the City Manager's recommendation to fill the City's Economic Development Director and the Twin Falls Urban Renewal Executive Director role and position.

Time Estimate:

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

Background:

The purpose of this agenda item is to discuss the City Manager's recommendation to fill the role of the City's Economic Development Director and the Twin Falls Urban Renewal Executive Director.

This conversation will include a conversation about the role, in general, as well as the knowledge, skills, abilities and essential duties.

Approval Process:

There is no formal action that needs to be taken by the members of the City Council at this time.

Budget Impact:

Since the position is included in the FY2016 budget, there is no significant impact associated with the discussion of this item.

Regulatory Impact:

There is no regulatory impact associated with this time.

Attachment:

1. Current position description.
2. Economic Development Recruitment Brochure to be distributed at meeting

City of Twin Falls

Class Specification

Economic Development Director

Class Code Number: 418-01
FLSA Designation: Exempt

Pay Grade: 15
Effective Date: June 1, 2011

General Statement of Duties

Manages and coordinates economic development programs for City of Twin Falls; performs related work as required.

Classification Summary

The principal function of an employee in this class is to plan, organize, manage and conduct economic development activities within the City. As such, this position has responsibility for a wide range of activities related to community growth and economic development. A high degree of human relations and salesmanship skills are required to promote community programs, establish credibility and gain cooperation and active involvement from potential program participants. The work is performed under the general direction of the Community Development Director but extensive leeway is granted for the exercise of independent judgment and initiative. The principal duties of this class are performed in a general office environment, although travel throughout the community on a regular basis is required.

Examples of Work (Illustrative Only)

Essential Duties and Responsibilities

- Plans, organizes and directs economic development activities; develops short and long range economic development plans;
- Manages the City's economic development and urban renewal;
- Supervises activities of the Economic Development Department, addresses personnel issues when necessary;
- Monitors the work environment to assure that it is conducive to creativity, innovation, good service and problem solving;
- Assists in maintaining a business climate conducive to new private investment being made in the area;
- Works toward attracting and retaining environmentally clean and community-minded companies which employ residents of the Magic Valley;
- Serves as Executive Director of the Urban Renewal Agency;
- Works to complete strategic planning objectives for the calendar year;
- Works toward increasing affordable housing for Twin Falls residents;
- Works with the Chamber of Commerce, College of Southern Idaho, Region IV Development Association, Southern Idaho Economic Development Organization, and Idaho Departments of Commerce and Labor, to attract new industry and work with existing industry to expand the Twin Falls area;

- Attracts new industry by advertising in specific trade journals, development of recruitment marketing pieces, organizing site visits and making presentations to prospective employers;
- Proactively recruits new business and programs to potential applicants; promotes programs to lending institutions, business organizations, architects, engineers, commercial real estate dealers and others;
- Gathers, compiles, maintains and organizes demographic, economic and financing resource information for the City of Twin Falls;
- Prepares narrative and financial reports;
- Attends and facilitates various and numerous meetings, conferences, workshops and training sessions and reviews publications and audio-visual materials to become and remain current on the principles, practices and new developments in assigned work areas;
- Monitors local, state and federal legislation and regulations relating to economic development and reports findings, trends and recommendations;
- Reviews project progress reports;
- Manages and performs administrative functions of the department, including budgeting, monitoring expenditures, supervising staff, attending city department head meetings, etc.
- Responds to citizens' questions and comments in a courteous and timely manner;
- Performs all work duties and activities in accordance with City policies, procedures and safety practices.

Other Duties and Responsibilities

- Performs other related duties as required.

Knowledge, Skills and Abilities

Knowledge of:

- Program planning, implementation and evaluation techniques;
- Economic development principles;
- Urban renewal laws;
- Negotiating, sales, and marketing skills;
- Community business development, municipal zoning and infrastructure;
- Budgeting, financial accounting, and contract terminology;

Ability to:

- Manage and coordinate program and administrative activities;
- Perform financial and credit analysis;
- Evaluate situations and overcome obstacles during the recruitment process;
- Compile and organize financial and statistical data;
- Establish and maintain effective working relationships with government officials and agencies, senior corporate management and business organizations, lending institutions, civic groups, media and others;
- Interpret and apply regulations, policies and directives;
- Promote programs and gain participant support;

- Communicate clearly and concisely both orally and in writing;
- Supervise, motivate and evaluate the work of others;
- Respond to information requests in a courteous, tactful and diplomatic manner;
- Understand and follow oral and/or written policies, procedures and instructions;
- Operate a personal computer using standard or customized software applications appropriate to assigned tasks;
- Make sound and reasonable decisions in accordance with laws, ordinances, regulations and established procedures;
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Demonstrate integrity, ingenuity and inventiveness in the performance of assigned tasks.

Acceptable Experience and Training

- Graduation from High School or GED equivalency; and
- College degree in economics, business administration, planning, public administration or related field; and
- Minimum of five (5) years of experience in economic development and/or urban renewal areas, with two (2) years of supervisory experience; or
- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work.

Special Qualifications

- University of Oklahoma (CED) three year Certification; or
- Degree from Council on Urban Economic Development.

Essential Physical Abilities

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to communicate effectively and make presentations;
- Sufficient vision or other powers of observation, with or without reasonable accommodation, which permits the employee to monitor and evaluate economic development activities, including printed or observed information.
- Sufficient manual dexterity with or without reasonable accommodation, which permits the employee to operate computer and other office equipment.
- Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to attend meetings at various locations and travel throughout the community on a regular basis.