

COUNCIL MEMBERS

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



AGENDA

**Meeting of the Twin Falls City Council
Monday, March 28, 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: Fair Housing Month Proclamation - Mandi Thompson, City of Twin Falls
GENERAL PUBLIC INPUT**

AGENDA ITEMS	<u>Purpose:</u>	<u>By:</u>
I. <u>CONSENT CALENDAR:</u>		
1. Consideration of a request to approve the Accounts Payable for March 22-28, 2016.	Action	Sharon Bryan
2. Consideration of a request to accept the Improvement Agreement for the purpose of developing Sun West Subdivision.	Action	Troy Vitek
3. Consideration of a request to approve the “Crime Victims’ Rights Awareness” event sponsored by the Crisis Center of Magic Valley to be held on Saturday, April 16, 2016.	Action	Ron Fustos
4. Consideration of a request to approve the Final Plat for the Latitude 42 Subdivision No. 1 – A PUD, consisting of 1 lot and 2.77 acres (+/-) located on the south side of Pole Line Road West and west of the Reformed Church c/o EHM Engineers, Inc.	Action	Rene’e V. Carraway-Johnson
II. <u>ITEMS FOR CONSIDERATION:</u>		
1. Presentation to recognize recently promoted Firefighters Sean Burgess and Brian Rice to the rank of Driver/Operator and to promote Driver/Operator Tom Bloxham to the rank of Captain.	Presentation	Ron Clark
2. Consideration of a request to award the contract for the 2016 Eastland Drive South Project to PMF Inc., of Twin Falls, Idaho.	Action	Troy Vitek
3. Consideration of a request to adopt the Latitude 42 C-1 PUD Agreement between the City of Twin Falls and James & Anna McCormick, Gary Nelson, Blass, Inc., Gary Slette, Gerald Martens, Evan Robertson, Dirk Gibson, Daniel Konen, Stephen George, and Kirby Dahl c/o Gerald Martens – EHM Engineers, Inc.	Action	Rene’e V. Carraway-Johnson
4. Discussion on direction for options on PSI contract.	Discussion	Bill Baxter
5. Consideration of a request to authorize the City Manager to sign and execute a lease agreement for the property located at 103 Main Street, Twin Falls, ID.	Action	Brian Pike
6. Public input and/or items from the City Manager and City Council.		
III. <u>ADVISORY BOARD REPORT/ANNOUNCEMENTS:</u>		
6:00 P.M.		
IV. <u>PUBLIC HEARINGS:</u> None		
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.

*Office of the Mayor
City of Twin Falls, Idaho*

Proclamation



FAIR HOUSING MONTH PROCLAMATION

WHEREAS, April 2016 marks the 48th anniversary of the passage of Title VIII of the Civil Rights Act of 1968, commonly known as the Federal Fair Housing Act; and

WHEREAS, the Idaho Human Rights Commission Act has prohibited discrimination in housing since 1969; and

WHEREAS, equal opportunity for all-regardless of race, color, religion, sex, disability, familial status or national origin-is a fundamental goal of our nation, state and city; and

WHEREAS, equal access to housing is an important component of this goal-as fundamental as the right to equal education and employment; and

WHEREAS, housing is a critical component of family and community health and stability and

WHEREAS, housing choice impacts our children's access to education, our ability to seek and retain employment options, the cultural benefits we enjoy, the extent of our exposure to crime and drugs, and the quality of health care we receive in emergencies; and

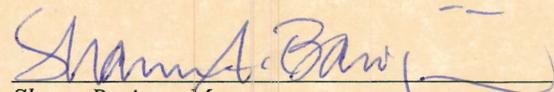
WHEREAS, the laws of this nation and our state seek to ensure such equality of choice for all transactions involving housing; and

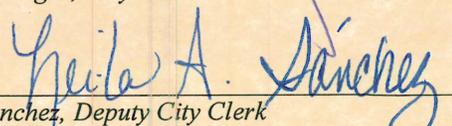
WHEREAS, ongoing education, outreach and monitoring are key to raising awareness of fair housing principles, practices, rights and responsibilities; and

WHEREAS, only through continued cooperation, commitment and support of all Idahoans can barriers to fair housing be removed;

NOW, THEREFORE, I, Shawn Barigar, Mayor of the City of Twin Falls, do hereby proclaim April 2016 to be **FAIR HOUSING MONTH** in the City of Twin Falls, State of Idaho.

*IN WITNESS WHEREOF, I have hereunto set my hand at the
City of Twin Falls in the City Council Chambers on this 28th
day of March in the year of our Lord 2016.*


Shawn Barigar, Mayor

Attest: 
Leila Sanchez, Deputy City Clerk





Date: Monday, March 28, 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 **Sun West Subdivision**.

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 BCM&W, FLP By: BCM&W LLC & KLS&M FLP By: KLS&M LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development SUN WEST SUBDIVISION.

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: COMMERCIAL.

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^{EXISTING IN THE DEVELOPER'S} 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 luminaires 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 with in 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
BCM&W FLP
By: BCM&W LLC
Its: General Partner

By: *G. Williams*
Its: Managing Member

KLS&M FLP
By: KLS&M LLC
Its: General Partner

By: *Linda A. King*
Its: Managing Member



Date: Monday, March 28, 2016

To: Honorable Mayor and City Council

From: Staff Sergeant Ron Fustos, Twin Falls Police Department

Request:

Consideration of a request to approve the "Crime Victims' Rights Awareness" event, sponsored by the Crisis Center of Magic Valley. This event is scheduled to be held on Saturday, April 16, 2016, from 9:00 a.m. to 2:00 p.m.

Time Estimate:

The presentation by Staff will take approximately five (5) minutes, along with any additional time needed to answer any questions that the Council may have.

Background:

Biridiana Gonzalez, on behalf of the Crisis Center of Magic Valley (CCMV), has submitted this Special Event Application to host the Crime Victims' Rights Awareness event to be held in the Twin Falls City Park on Saturday, April 16, 2016. This is the first year of this event.

CCMV will hold this event to bring awareness to the community of crime victims' rights. Booths from various participants will be set up. There will be games for children to play and speakers from various organizations will be on hand. Event organizers anticipate booth participation from the Twin Falls Police Department, Twin Falls County Sheriff's Office and the National Guard, as well as other community outreach organizations. Organizers are also hopeful that food vendors will be on hand. Booths will be set up at 9:00 a.m. and the event will end at 2:00 p.m.

Event organizers predict an attendance of approximately 250 participants for this event.

Approval Process:

Consent by the City Council

Budget Impact:

Possible overtime costs may cause budget implications.

Regulatory Impact:

N/A

Conclusion:

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

Attachments:

None



Public Hearing: **MONDAY, MARCH 28, 2016**

To: Honorable Mayor and City Council

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

ITEM I-

Request: Request for consideration of the **Final Plat** for the Latitude 42 Subdivision No. 1 - A PUD, consisting of 1 lot and 2.77 acres (+/-) located on the south side of Pole Line Road West and west of the Reformed Church. c/o EHM Engineers, Inc.

Time Estimate:

There is no presentation on this request unless the City Council wishes to remove the item from the Consent Calendar for discussion.

Background:

Applicant:	Status: Owner(s)	Size: 2.77 +/-Acres
James & Anna McCormick, Gary Nelson, Glass, Inc., Gary Slette, Gerald Martens, Evan Robertson, Dirk Gibson, Daniel Konen, Stephen George, Kirby Dahl PO Box 6004 Twin Falls, ID 83303	Current Zoning: C-1 PUD	Requested Zoning: Approval of the final plat for Latitude 42 Subdivision No. 1 - A PUD
	Comprehensive Plan: Commercial/Retail	Lot Count: 1 Lot
	Existing Land Use: agricultural	Proposed Land Use: 1 Lots to be developed in compliance with an approved PUD Agreement
Representative:	Zoning Designations & Surrounding Land Use(s)	
Gerald Martens EHM Engineers, Inc. 621 N College Rd, #100 Twin Falls, ID 83301 208-734-4888 gmartens@ehminc.com	North: Pole line Road W; R2, Undeveloped – Agricultural Farmland	East: C-1 PUD, Twin Falls Reformed Church
	South: R-6 PRO PUD, undeveloped/plan approved for a Future Assisted Living Facility	West: R1-VAR Aol; Undeveloped Agricultural Farmland1
	Applicable Regulations: 10-1-4, 10-1-5, 10-12-1 through 4	

Approval Process:

As per Twin Falls City Code 10-12-2.4 Action on Final Plat:

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:

1. The regulations and standards used in evaluating the application;
2. The reasons for approval or denial; and
3. The actions, if any, that the applicant could take to obtain approval. (Ord. 2012, 7-6-1981)

The Commission may approve, conditionally approve, deny or table for additional information when acting on the preliminary plat. If tabled, approval or denial shall occur at the regular meeting following the meeting at which the plat is first considered by the Commission. The action and the reasons for such action shall be stated in writing by the Administrator and forwarded to the applicant. The administrator shall also forward a statement of the action taken and the reasons for such action together with a copy of the approved preliminary plat to the Council for its information and record.

Budget Impact:

Approval of a final plat will allow property to proceed to a final process prior to being developed. Development could have an impact on the City budget.

Regulatory Impact:

A **final plat** that is in conformance with the approved preliminary plat and including any conditions the Commission may have required, is 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.

History:

This property was annexed into City limits in October 2005 with an R-2 (Residential) zoning designation. Subsequent public hearings were held in 2009 to rezone the property to C-1 (Commercial Highway). In January 2011, the City Council approved a request to rezone this property from C-1 to C-1 PUD subject to the following conditions:

1. Subject to amendments as required by Building, Engineering, Fire and Zoning officials to ensure compliance with all applicable City Code requirements and Standards.
2. Subject to arterial and collector streets adjacent and within the property being dedicated to the City of Twin Falls, and to be rebuilt, or built, to current City standards upon development of the property.
3. Subject to complete the design approval of Cheney Drive West being constructed to ½ width and per City Standards.
4. Subject to an approved and recorded PUD Agreement, to include a Master Development Plan, prior to approval and recordation of a Final Plat.

In May 2011, the City Council approved Ordinance 3004, which was later published. Due to the economic environment at the time the developer did not pursue development of this project.

Analysis:

The request is for approval of the Final Plat for the Latitude 42 Subdivision No. 1 - A PUD, consisting of 1 lot and 2.77 acres (+/-) located on the south side of Pole Line Road West and west of the Reformed Church. This final plat is phase one of the approved preliminary plat.

Upon review by the City's Engineering Department both the Preliminary and the Final Plats satisfies the minimum requirements outlined in City Code Title 10; Chapter 12: General Subdivision Provisions.

This 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 with conditions. A final plat, that is in conformance with the approved preliminary plat and including any conditions the Commission may have required, is then presented to the City Council. Only after a final plat has been approved by the City Council and construction plans approved, may the plat be recorded and lots sold for development.

This request is in conformance with the Comprehensive Plan and the requirements found in Twin Falls City Code.

On February 23, 2016 the Planning & Zoning Commission unanimously approved the preliminary plat for the Latitude 42 Subdivision-A PUD, as presented, subject to six (6) 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 ITD Approval of Pole Line improvements.
3. Subject to ITD vacation of bulb-out adjacent to Pole Line Road.
4. Subject to Pro-Rata share of Pressurized Irrigation Station construction for Perrine Point.
5. Subject to providing an access road for utilities, size and location per City Engineer approval.
6. Subject to an approved and recorded PUD Agreement, including a Master Development Plan, prior to approval and recordation of a Final Plat. – *On the City Council Agenda this evening for consideration.*

Conclusion:

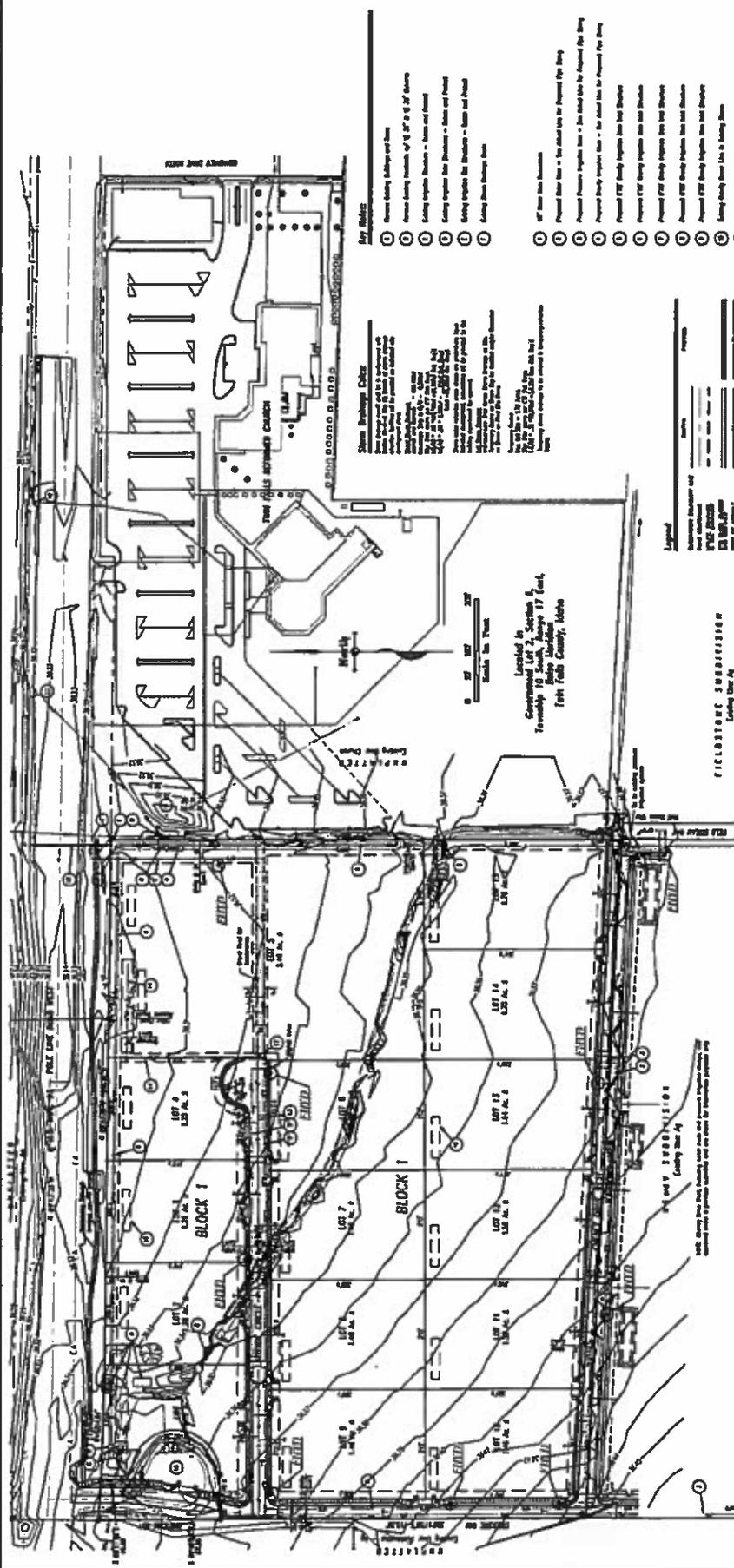
Staff recommends the City Council approve the Final Plat for the Latitude 42 Subdivision No. 1 - A PUD, as presented, and subject to the following condition:

1. Prior to recordation the Latitude 42 Subdivision No. 1 - A PUD final plat shall be in compliance with the six (6) conditions placed upon the preliminary plat.

Attachments:

1. Latitude 42 Subdivision, A PUD- approved Preliminary Plat
2. Latitude 42 Subdivision No.1, A PUD, Final Plat
3. Zoning Vicinity Map
4. Aerial Photo Map
5. Portion of Feb 23, 2016 P&Z minutes

Freemetry Plot
 For
Lothluid 42, A Planned Unit Development
 Twin Falls, Idaho



Legend

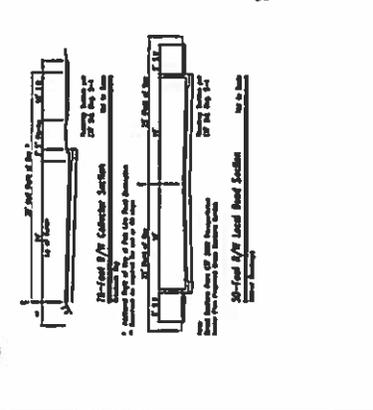
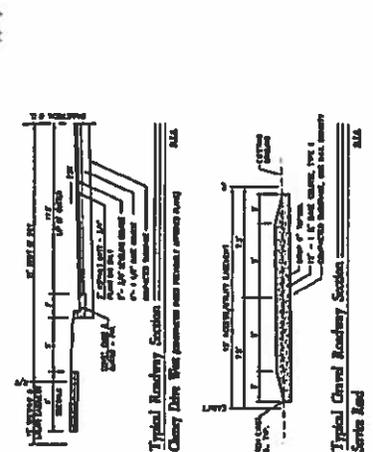
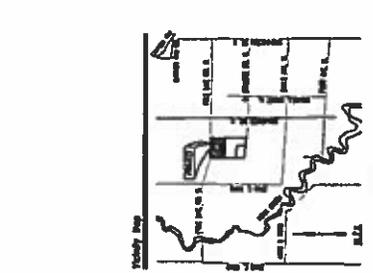
1	Proposed 12" Water Main
2	Proposed 12" Sewer Main
3	Proposed 12" Gas Main
4	Proposed 12" Storm Sewer Main
5	Proposed 12" Electric Main
6	Proposed 12" Telephone Main
7	Proposed 12" Cable TV Main
8	Proposed 12" Fire Hydrant
9	Proposed 12" Fire Alarm
10	Proposed 12" Fire Sprinkler
11	Proposed 12" Fire Alarm
12	Proposed 12" Fire Alarm
13	Proposed 12" Fire Alarm
14	Proposed 12" Fire Alarm
15	Proposed 12" Fire Alarm
16	Proposed 12" Fire Alarm
17	Proposed 12" Fire Alarm

Notes:

1. All utility lines shown are proposed.
2. All utility lines shown are proposed.
3. All utility lines shown are proposed.
4. All utility lines shown are proposed.
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16. All utility lines shown are proposed.
17. All utility lines shown are proposed.

Legend

1	Proposed 12" Water Main
2	Proposed 12" Sewer Main
3	Proposed 12" Gas Main
4	Proposed 12" Storm Sewer Main
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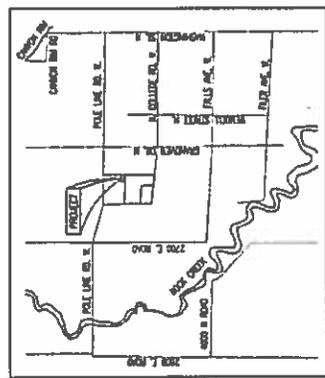
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14. All utility lines shown are proposed.
15. All utility lines shown are proposed.
16. All utility lines shown are proposed.
17. All utility lines shown are proposed.

LATITUDE 42
SUBDIVISION NO. 1
 A Planned Unit Development
 Located In
 A Portion of
 Gov't Lot 2, Section 6
 Township 10 South, Range 17 East
 Boise Meridian
 Twin Falls County, Idaho
 2016



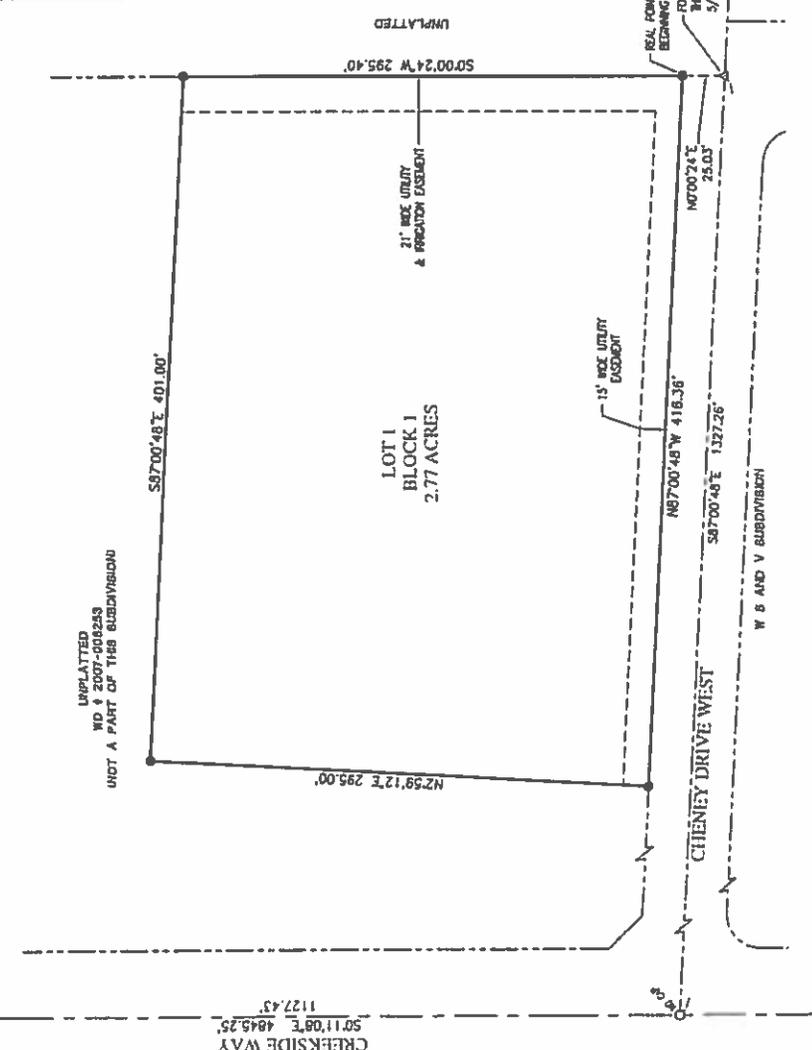
- Legend**
- SURVEY BOUNDARY LINE
 - SECTION LINE
 - - - QUARTER SECTION LINE
 - - - EASEMENT LINE
 - - - ADJACENT PROPERTY LINE
 - - - CENTERLINE OF STREET
 - ◁ CALCULATED POINT (NOT SET)
 - FOUND BRASS CAP
 - FOUND 5/8" REBAR (AS NOTED)
 - FOUND 1/2" REBAR (AS NOTED)
 - SET 5/8" ± 24" REBAR & CAP - LS 10110



Vicinity Map
 NOT TO SCALE



BASE BEARING - SURVEY INST. #2012-021257
 N89°13'35"W 2658.61'
 FOUND BRASS CAP IN MONUMENT WELL
 C.P. #2011-010783



Deed References

#2004-027816
 #2007-008283
 AMENDED (#2012-021257)

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) PERMITS AND THE DEPARTMENT OF HEALTH AND WELFARE (DHQ) PERMITS. THE DEVELOPER HAS OBTAINED THE NECESSARY PERMITS FOR CONSTRUCTED SATISFACTION OF SANITARY RESTRICTIONS. BUTER 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 THESE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET OTHER CONDITIONS OF DEED, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED. IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

DISTRICT HEALTH DEPARTMENT, EHS

DATE: _____



EHM Engineers, Inc.

FOUND 1/2" REBAR
 C.P. #656919

CERTIFICATE OF OWNERS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OR REPRESENTATIVE OF THE OWNERS IN FEE SIMPLE OF THE FOLLOWING DESCRIBED PROPERTY, LOCATED IN A PORTION OF GOVERNMENT LOT 2, SECTION 6, TOWNSHIP 10 SOUTH, RANGE 17 EAST, BOSE HERMAN, TWIN FALLS COUNTY, IDAHO; SAID PROPERTY BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 6, SAID CORNER LIES NORTH 89°13'35" WEST 2,658.81 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 6;

THENCE, SOUTH 00°11'08" EAST 1127.43 FEET ALONG THE WEST BOUNDARY OF SAID GOV'T LOT 2 TO THE SOUTHWEST CORNER THEREOF;

THENCE, SOUTH 87°00'48" EAST 1327.26 FEET ALONG THE SOUTH BOUNDARY OF SAID GOV'T LOT 2 TO THE SOUTHEAST CORNER THEREOF;

THENCE, NORTH 00°00'24" EAST 23.03 FEET ALONG THE EAST BOUNDARY OF SAID GOV'T LOT 2 AND BEING THE REAL POINT OF BEGINNING;

THENCE, NORTH 87°00'48" WEST 416.36 FEET ALONG A LINE TWENTY-FIVE (25.00) FEET NORTHERLY AND PARALLEL WITH SAID SOUTH BOUNDARY OF GOV'T LOT 2;

THENCE, LEAVING SAID PARALLEL LINE, NORTH 02°58'12 EAST 293.00 FEET;

THENCE, SOUTH 87°00'48" EAST 401.00 FEET ALONG A LINE THREE HUNDRED AND TWENTY (320.00) FEET NORTHERLY AND PARALLEL WITH SAID SOUTH BOUNDARY OF GOV'T LOT 2 TO A POINT ON THE EAST BOUNDARY OF SAID GOV'T LOT 2;

THENCE, SOUTH 00°00'24" WEST 293.40 ALONG SAID EAST BOUNDARY TO SAID REAL POINT OF BEGINNING.

THE CROSS AREA CONTAINED IN THIS PLATTED LAND AS DESCRIBED IS 2.77 ACRES.

IT IS THE INTENTION OF THE UNDERSIGNED TO, AND THEY DO HEREBY INCLUDE SAID LAND IN THIS PLAT, THE EASEMENTS INDICATED ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES DESIGNATED ON THIS PLAT. NO STRUCTURE OTHER THAN FOR SUCH UTILITY AND OTHER DESIGNATED PUBLIC USES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS.

PURSUANT TO IDAHO CODE 90-1334, WE, THE UNDERSIGNED, AS OWNERS, DO HEREBY STATE THAT THE LOTS ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF TWIN FALLS MUNICIPAL WATER SYSTEM.

PURSUANT TO IDAHO CODE 31-3805, WE, THE UNDERSIGNED, AS OWNERS, DO HEREBY STATE THAT THE IRRIGATION WATER RIGHTS APPURTENANT AND THE ASSESSMENT OBLIGATION OF THE LANDS IN THIS PLAT HAVE NOT BEEN TRANSFERRED FROM SAID LANDS AND THAT A SATISFACTORY IRRIGATION WATER DELIVERY SYSTEM IS PROVIDED FOR AND HAS BEEN APPROVED BY THE TWIN FALLS CITY COUNCIL. LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE CANAL COMPANY.

- BY: GARY N. NELSON
BY: R. TODD BLASS, PRESIDENT, BLASS, INC., AN IDAHO CORPORATION
BY: GARY D. SLETTE
BY: GERALD WARTENS
BY: J. EVAN ROBERTSON
BY: DIRK D. GIBSON
BY: DANIEL J. KORNH
BY: STEPHEN E. GEORGE
BY: KIRBY LANE DAHL
BY: JAMES J. MCCORMICK
BY: ANNA L. MCCORMICK

ACKNOWLEDGMENT

STATE OF IDAHO } ss
COUNTY OF TWIN FALLS }

ON THIS DAY OF MARCH, 2016, AT TWIN FALLS, IDAHO, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GARY N. NELSON, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE ONE OF THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC
RESIDING AT
COMMISSION EXPIRES

ACKNOWLEDGMENT

STATE OF IDAHO } ss
COUNTY OF TWIN FALLS }

ON THIS DAY OF MARCH, 2016, AT TWIN FALLS, IDAHO, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED R. TODD BLASS, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF BLASS INC., AND THE MEMBER WHO SUBSCRIBED SAID COMPANY NAME TO THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID COMPANY NAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC
RESIDING AT
COMMISSION EXPIRES

ACKNOWLEDGMENT

STATE OF IDAHO } ss
COUNTY OF TWIN FALLS }

ON THIS DAY OF MARCH, 2016, AT TWIN FALLS, IDAHO, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GARY D. SLETTE, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE ONE OF THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC
RESIDING AT
COMMISSION EXPIRES



ACKNOWLEDGMENT

STATE OF _____ } ss
COUNTY OF _____ }
ON THIS _____ DAY OF _____, 2016, AT _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GERALD WARTENS, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE ONE OF THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC _____
RESIDING AT _____
COMMISSION EXPIRES _____

ACKNOWLEDGMENT

STATE OF _____ } ss
COUNTY OF _____ }
ON THIS _____ DAY OF _____, 2016, AT _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED J. EVAN ROBERTSON, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE ONE OF THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC _____
RESIDING AT _____
COMMISSION EXPIRES _____

ACKNOWLEDGMENT

STATE OF _____ } ss
COUNTY OF _____ }
ON THIS _____ DAY OF _____, 2016, AT _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DIRK D. GRISON, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE ONE OF THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC _____
RESIDING AT _____
COMMISSION EXPIRES _____

ACKNOWLEDGMENT

STATE OF _____ } ss
COUNTY OF _____ }
ON THIS _____ DAY OF _____, 2016, AT _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DANIEL J. KONEK, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE ONE OF THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC _____
RESIDING AT _____
COMMISSION EXPIRES _____

ACKNOWLEDGMENT

STATE OF _____ } ss
COUNTY OF _____ }
ON THIS _____ DAY OF _____, 2016, AT _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED STEPHEN E. GEORGE, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE ONE OF THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC _____
RESIDING AT _____
COMMISSION EXPIRES _____

ACKNOWLEDGMENT

STATE OF _____ } ss
COUNTY OF _____ }
ON THIS _____ DAY OF _____, 2016, AT _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JEFF LANE DANE, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE ONE OF THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC _____
RESIDING AT _____
COMMISSION EXPIRES _____

ACKNOWLEDGMENT

STATE OF _____ } ss
COUNTY OF _____ }
ON THIS _____ DAY OF _____, 2016, AT _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JAMES W. WOODRUFF, JR., PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE ONE OF THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC _____
RESIDING AT _____
COMMISSION EXPIRES _____



EHM Engineers, Inc.

CERTIFICATE OF SURVEYOR

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



APPROVAL OF CITY COUNCIL

THIS PLAT WAS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF TWIN FALLS, IDAHO AT THEIR MEETING ON _____ DAY OF _____, 2016.

WAYOR _____ CITY CLERK _____

APPROVAL OF CITY ENGINEER

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

CITY ENGINEER _____ ATTEST _____

COUNTY SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I, TBD, HAS CHECKED THE FOREGOING PLAT AND COMPUTATIONS FOR AMONG THE SAME, AND HAS DETERMINED THAT THEY COMPLY WITH THE LAWS OF THE STATE OF IDAHO AND THE COUNTY OF TWIN FALLS RELATED THERETO. DATED THIS _____ DAY OF _____, 2016.

TBD ACTING COUNTY SURVEYOR

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)
ON THIS _____ DAY OF _____, 2016, AT _____, I, _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED TBD, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC _____
RESIDING AT _____
COMMISSION EXPIRES _____

COUNTY TREASURER'S CERTIFICATE

I, _____, COUNTY TREASURER IN AND FOR THE COUNTY OF TWIN FALLS, IDAHO PER THE REQUIREMENTS OF IDAHO CODE 50-1309, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY DAYS ONLY.

COUNTY TREASURER _____ DATE _____

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO. _____
STATE OF IDAHO }
COUNTY OF TWIN FALLS } 33
ON THIS _____ DAY OF _____, 2016, AT _____, I, _____, THE FOREGOING PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF TWIN FALLS COUNTY, IDAHO AND DULY RECORDED IN PLAT BOOK _____, ON PAGE _____.

DEPUTY _____ EX-OFFICIO RECORDER _____



EHM Engineers, Inc.



MINUTES
TWIN FALLS CITY PLANNING & ZONING COMMISSION
February 23, 2016 6:00PM
City Council Chambers
305 3rd Avenue East Twin Falls, ID 83301

PLANNING & ZONING COMMISSION MEMBERS

CITY LIMITS:

Vacancy **Vacancy** Tom Frank Kevin Grey Gerardo "Tato" Muñoz Christopher Reid Jolinda Tatum
Chairman Vice-Chairman

AREA OF IMPACT:

Ryan Higley Steve Woods

ATTENDANCE

CITY LIMIT MEMBERS

PRESENT

Frank
Grey
Muñoz
Reid
Tatum

ABSENT

AREA OF IMPACT MEMBERS

PRESENT

Higley
Woods

ABSENT

CITY STAFF: Spendlove, Strickland, Vitek

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): **January 26, 2016 PH & February 3, 2016 WS**
2. Approval of Findings of Fact and Conclusions of Law:
 - Kuntz (SUP 01-26-16)

III. ITEMS OF CONSIDERATION:

IV. ITEMS OF CONSIDERATION:

1. Request for approval of the **Preliminary Plat** of Latitude 42 Subdivision, A PUD, consisting of 15 lots and 28.96 acres (+/-) located on the south side of Pole Line Road West and west of the Reformed Church **c/o EHM Engineers, Inc.**

Applicant Presentation:

Tim Vawser, EHM Engineers, Inc., representing the applicant stated this property is located south of Pole Line Road West and west of the Reformed Church. The preliminary plat consists of 15 lots and the developers for this parcel are wanting to move forward with this plat so that the development of Cheney Drive West can be coordinated better.

Staff Presentation:

Planner I Spendlove reviewed the request on the overhead and stated this property was annexed into City limits in October 2005 with an R-2 (Residential) zoning designation. Subsequent public hearings were held in 2009 to rezone the property to C-1 (Commercial Highway). In January 2011,

**Planning & Zoning Commission Minutes
February 23, 2016**

this property went through the public hearing process to rezone the property from C-1 to C-1 PUD. The Council approved the rezone with conditions.

1. Subject to amendments as required by Building, Engineering, Fire and Zoning officials to ensure compliance with all applicable City Code requirements and Standards.
2. Subject to arterial and collector streets adjacent and within the property being dedicated to the City of Twin Falls, and to be rebuilt, or built, to current City standards upon development of the property.
3. Subject to complete the design approval of Cheney Drive West being constructed to ½ width and per City Standards.
4. Subject to an approved and recorded PUD Agreement, to include a Master Development Plan, prior to approval and recordation of a Final Plat.

In May 2011, the City Council approved Ordinance 3004 to rezone the property to C-1 PUD. Due to the economic environment, the developer has not pursued this project since the approval of the ordinance. Although a moderate amount of time has passed since the ordinance was approved, this property has the opportunity to fulfill the conditions and proceed with the platting of the property.

The request is for approval of the Latitude 42 Subdivision, a PUD. The site is zoned C-1 PUD includes 29 +/- acres and consists of 15 commercial lots.

Condition #2 will be enforced during this platting process. The Preliminary plat we have received seems to satisfy this condition.

Condition #3 has been partially satisfied with an approved developer's agreement and approved construction plans. The construction of Cheney Drive West has not been completed or accepted. However it is anticipated this condition will be satisfied shortly.

Condition #4 has not be satisfied as of yet. Contained within the attachments is a draft form of the PUD Agreement. This draft is provided for informational purposes and is not being reviewed by staff at this time. The applicant has been notified of this condition and is working towards satisfying it.

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

**Planning & Zoning Commission Minutes
February 23, 2016**

Planner I Spendlove stated upon conclusion staff recommends the Commission approve the preliminary plat of the Latitude 42 Subdivision-A PUD, 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 ITD Approval of Pole Line improvements.
3. Subject to ITD vacation of bulb-out adjacent to Pole Line Road.
4. Subject to Pro-Rata share of Pressurized Irrigation Station construction for Perrine Point.
5. Subject to providing an access road for utilities, size and location per City Engineer approval.
6. Subject to an approved and recorded PUD Agreement, including a Master Development Plan, prior to approval and recordation of a Final Plat.

PZ Questions/Comments:

- Commissioner Frank asked why in-home daycare would not be an allowed use in the list of uses shown in the PUD Agreement.
- Mr. Vawser explained that he was not involved in the negotiations of the development so he is not aware of the reason for not allowing in-home daycares.
- Commissioner Grey asked if because the PUD Agreement document has not be signed if this will make the applicant have to come back through as a ZDA.
- Planner I Spendlove stated the rezone request for this property was approved prior to the ZDA code change so it will remain a PUD.

Public Hearing: [Opened & Closed Without Comment](#)

Deliberations Followed:

- Commissioner Grey asked about the development of Cheney Drive West.
- Assistant City Engineer Vitek explained the development that occurs at this location is required to build Cheney Drive West clear out to Grandview Drive before a Certificate of Occupancy can be issued. Construction of Cheney Drive West is currently underway.
- Mr. Vawser clarified that Cheney Drive West will be built through to Creekside Way.

Motion:

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

Approved, As Presented, With the Following Conditions

1. Subject to final technical review and amendments as required by Building, Engineering, Fire, and Zoning officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to ITD Approval of Pole Line improvements.
3. Subject to ITD vacation of bulb-out adjacent to Pole Line Road.
4. Subject to Pro-Rata share of Pressurized Irrigation Station construction for Perrine Point.
5. Subject to providing an access road for utilities, size and location per City Engineer approval.
6. Subject to an approved and recorded PUD Agreement, including a Master Development Plan, prior to approval and recordation of a Final Plat.



Date: Monday, March 28, 2016, City Council Meeting

To: Honorable Mayor and City Council

From: Ron Clark, Fire Chief

Request:

Recognize recently promoted Firefighters Sean Burgess and Brian Rice to the rank of Driver/Operator, and Driver/Operator Tom Bloxham to the rank of Captain.

Time Estimate:

Approximately 5 Minutes

Background:

Chief Clark would like to take this opportunity to welcome our newest Driver/Operator's Sean Burgess and Brian Rice, and our newly promoted Captain Tom Bloxham to everyone.

Approval Process:

None

Budget Impact:

None

Regulatory Impact:

None

Conclusion:

None

Attachments:

None



Date: Monday, March 28, 2016
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to Award the contract for the 2016 Eastland Drive South Project to the PMF Inc., of Twin Falls Idaho.

Time Estimate:

The staff presentation will take approximately 5 minutes

Background:

On November 16, 2015, I came before Council and asked for authority to use a total of \$1,292,416.00 to complete the roadway between Kimberly Road and Wright Avenue. PMF has submitted the lowest bid for the work and Staff requests authorization to sign a contract with PMF to complete the work and continue the job until the \$1.29m project allocation is used up. The intent is to use the savings realized in the bid to continue the project in a southerly direction.

Approval Process:

The City Council can approve or deny the request and authorize Staff to Enter into a contract with PMF Inc., for the project.

Budget Impact:

The FY2016 Budget included \$840,000 for Eastland reconstruction. An additional amount of \$452,416 was considered on November 16th and approved that is part of Street reserves.

Regulatory Impact:

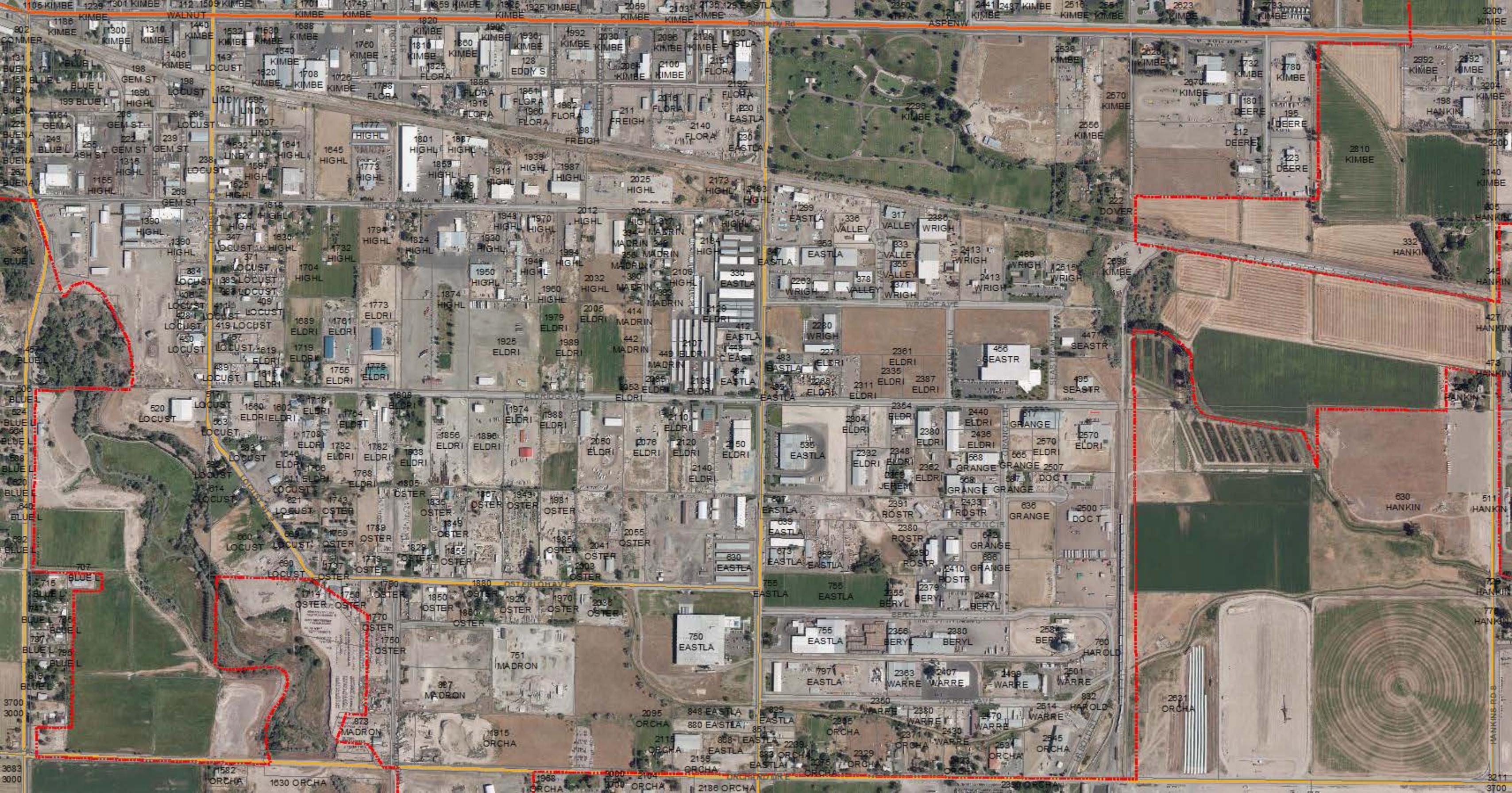
Approval of this request will allow Staff to sign the contract and begin work.

Conclusion:

Staff recommends that the Council approve the request as presented and allow the Staff to enter into a contract with PMF Inc., with a project total value of \$1,292,416.00.

Attachments:

1. GIS map of Eastland drive south
2. Bid Tabulation



ROAD IMPROVEMENTS TO EASTLAND DR SOUTH: WRIGHT AVE TO KIMBERLY RD

Bid Tabulation

Prepared by: Civil Science, Inc.

Date: March 17, 2016

Item No.	Bid Item Description	Est. Qty.	Unit
201.4.1.E.1.A	Removal of Curb and Gutter	30	LF
201.4.1.E.1.D	Removal of Valley Gutter	10	LF
201.4.1.E.1.E	Removal of Water Line	487	LF
202.4.1.C.1.A	Excavation	6258	SY
307.4.1.F.1.A	Main Line Type "P" Surface Restoration	5	LF
401.4.1.A.1.B	Water Main Pipe-Size 12"-Type C900	432	LF
401.4.1.A.1.C	Water Main Pipe-Size 6"-Type C900	53	LF
402.4.1.A.1.B	Valve Size 12"-Type Gate Valve	2	EA
402.4.1.A.1.C	Valve Size 6"-Type Gate Valve	2	EA
404.4.1.A.1.A	Water Service Connection, size 1"	2	EA
705.4.1.A.1.A	Portland Cement Concrete Pavement Class 40- Thickness 11"	6,047	SY
706.4.1.A.5.A	Standard 6" Vertical Curb & Gutter	30	LF
706.4.1.B.1.A	Concrete Valley Gutters (4' Wide)	10	LF
801.4.1.B.1.A	3" Minus Uncrushed Aggregate Base	71	TON
802.4.1.B.1.A	3/4" Crushed Aggregate for Base Type I (Untreated)	1321	TON
802.4.1.B.1.B	3/4" Crushed Aggregate for Base Type I (CementTreated)	1225	TON
806.4.1.B.1.A	Diluted Emulsified Asphalt for Tack Coat (CSS-1)	7015	GAL
810.4.1.A.1.A	Plant Mix Pavement	70	TON
1001.4.1.A.1.A	Sediment Control	1	LS
1102.4.1.E.1.A	(2) 1.25" Conduits	682	LF
1103.4.1.A.1.A	Construction Traffic Control	1	LS
2010.4.1.A.1.A	Mobilization	1	LS
2020.4.1.F.1.A	Reference and Reset Monument	1	EA
2030.4.1.A.1.A	Manhole, Type A, Adjust to Grade	9	EA
2030.4.1.C.1.A	Valve Box, Type Cast Iron, Adjust to Grade	16	EA
2050.4.1.A.1.A	Drainage Geotextile Type II	211	SY
2050.4.1.C.1.A	Subgrade Separation Geotextile	6,047	SY
2060.4.1.A.1.A	Water for Construction	1	LS
2070.4.1.A.1.A	Survey, Inspection and Testing	1	LS

Civil Science Engineer's Estimate	
Unit Price	Extension
\$15.00	\$450.00
\$16.00	\$160.00
\$12.00	\$5,844.00
\$12.00	\$75,096.00
\$100.00	\$500.00
\$45.00	\$19,440.00
\$40.00	\$2,120.00
\$3,000.00	\$6,000.00
\$1,500.00	\$3,000.00
\$2,000.00	\$4,000.00
\$75.00	\$453,525.00
\$50.00	\$1,500.00
\$100.00	\$1,000.00
\$30.00	\$2,130.00
\$30.00	\$39,630.00
\$50.00	\$61,250.00
\$7.00	\$49,105.00
\$200.00	\$14,000.00
\$40,916.20	\$40,916.20
\$6.00	\$4,092.00
\$40,916.20	\$40,916.20
\$40,916.20	\$40,916.20
\$700.00	\$700.00
\$1,200.00	\$10,800.00
\$750.00	\$12,000.00
\$4.00	\$844.00
\$3.00	\$18,141.00
\$3,000.00	\$3,000.00
\$30,000.00	\$30,000.00

PMF, Inc. Low Bid	
Unit Price	Extension
\$10.00	\$300.00
\$20.00	\$200.00
\$10.00	\$4,870.00
\$8.00	\$50,064.00
\$40.00	\$200.00
\$44.00	\$19,008.00
\$38.00	\$2,014.00
\$3,610.00	\$7,220.00
\$2,250.00	\$4,500.00
\$1,825.00	\$3,650.00
\$68.00	\$411,196.00
\$25.00	\$750.00
\$55.00	\$550.00
\$23.00	\$1,633.00
\$25.00	\$33,025.00
\$48.00	\$58,800.00
\$5.00	\$35,075.00
\$155.00	\$10,850.00
\$7,500.00	\$7,500.00
\$3.50	\$2,387.00
\$20,000.00	\$20,000.00
\$7,500.00	\$7,500.00
\$750.00	\$750.00
\$585.00	\$5,265.00
\$500.00	\$8,000.00
\$7.00	\$1,477.00
\$3.00	\$18,141.00
\$4,500.00	\$4,500.00
\$17,310.00	\$17,310.00

Knife River 2nd Low Bid	
Unit Price	Extension
\$6.00	\$180.00
\$9.00	\$90.00
\$5.50	\$2,678.50
\$8.00	\$50,064.00*
\$210.00	\$1,050.00
\$35.00	\$15,120.00
\$28.00	\$1,484.00
\$2,700.00	\$5,400.00
\$1,700.00	\$3,400.00
\$1,200.00	\$2,400.00
\$70.00	\$423,290.00
\$33.00	\$990.00
\$53.00	\$530.00
\$28.00	\$1,988.00
\$18.00	\$23,778.00
\$44.00	\$53,900.00
\$0.01	\$70.15
\$150.00	\$10,500.00
\$3,000.00	\$3,000.00
\$3.00	\$2,046.00
\$15,000.00	\$15,000.00
\$75,000.35	\$75,000.35
\$600.00	\$600.00
\$700.00	\$6,300.00
\$200.00	\$3,200.00
\$4.00	\$844.00
\$2.00	\$12,094.00
\$5,000.00	\$5,000.00
\$37,000.00	\$37,000.00

Water Subtotal \$44,014.00
 Road Subtotal \$897,061.60
ESTIMATED TOTAL \$941,075.60

Water Subtotal \$43,262.00
 Road Subtotal \$693,473.00
TOTAL \$736,735.00

Water Subtotal \$33,322.50
 Road Subtotal \$723,674.50
TOTAL \$756,997.00

"Bid Proposal" Signed/Submitted:
 "Bid Schedule" Correct:
 Public Works License:
RESPONSIVE BID:

Yes
Yes
Yes
Yes

Yes
No*
Yes
Yes

*Item 202.4.1.C.1.A - Incorrect total shown in their calculations on submitted bid (\$52,224.00) - Total shown above is corrected total



Public Hearing: **MONDAY, MARCH 28, 2016**

To: Honorable Mayor and City Council

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

ITEM II-

Request: Consideration of a request to adopt the Latitude 42 C-1 PUD Agreement between the City of Twin Falls and James & Anna McCormick, Gary Nelson, Blass, Inc., Gary Slette, Gerald Martens, Evan Robertson, Dirk Gibson, Daniel Konen, Stephen George, Kirby Dahl c/o Gerald Martens-EHM Engineers, Inc. (app 2406)

Time Estimate:

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

Background:

Applicant:	Status: Owner	Size: 28.96 +/-Acres
James & Anna McCormick, Gary Nelson, Blass, Inc., Gary Slette, Gerald Martens, Evan Robertson, Dirk Gibson, Daniel Konen, Stephen George, Kirby Dahl PO Box 6004 Twin Falls, ID 83303	Current Zoning: C-1 PUD	Requested Zoning: Approval of the PUD Agreement for the Latitude 42 planned development
	Comprehensive Plan: Commercial/Retail uses	Lot Count: NA
	Existing Land Use: agricultural	Proposed Land Use: planned commercial development
Representative:	Zoning Designations & Surrounding Land Use(s)	
Gerald Martens EHM Engineers, Inc. 621 N College Rd, #100 Twin Falls, ID 83301 208-734-4888 gmartens@ehminc.com	North: Pole line Road West ; R2 Aol, Undeveloped – Agricultural Farmland	East: C-1 PUD, TF Reformed Church and school
	South: R-6 PUD, WS& V PUD – working on plans for a Future Assisted Living Facility	West: R1-VAR Aol; Undeveloped Agricultural Farmland1
	Applicable Regulations: 10-1-4, 10-1-5, 10-12-1 through 4	

Approval Process:

This is the final step in approval of a PUD. On January 10, 2011, the Council held a public hearing and approved this request with some conditions. The Council's approval was direction to the applicant and staff to prepare this PUD agreement in accordance with the presentation and approval conditions. The attached PUD agreement has been prepared as directed. A simple majority vote of the Council is needed to adopt the PUD agreement.

Budget Impact:

Development may have a financial impact on the City Budget as commercial development shall bring in additional tax revenue.

Regulatory Impact:

Approval of this request will allow the applicant to complete the platting process and ultimately proceed with development as approved and in conformance with the PUD Agreement and any conditions placed upon the approvals for the final plat or rezone.

History/Analysis:

This property was annexed into City limits in October 2005 with an R-2 (Residential) zoning designation. Subsequent public hearings were held in 2009 to rezone the property to C-1 (Commercial Highway).

In **January 10, 2011**, the City Council approved a request for a **Zoning District Change and Zoning Map Amendment** (rezone and zoning map change) for this property from C-1 to C-1 PUD subject to the following conditions:

1. Subject to amendments as required by Building, Engineering, Fire and Zoning officials to ensure compliance with all applicable City Code requirements and Standards.
2. Subject to arterial and collector streets adjacent and within the property being dedicated to the City of Twin Falls, and to be rebuilt, or built, to current City standards upon development of the property.
3. Subject to complete the design approval of Cheney Drive West being constructed to ½ width and per City Standards.
4. Subject to an approved and recorded PUD Agreement, to include a Master Development Plan, prior to approval and recordation of a Final Plat.

In **May 2011**, the City Council approved Ordinance 3004, which was later published. Due to the economic environment at the time the developer did not pursue development of this project.

The property owners are now ready to proceed with development of the property as approved. This requires approval and recordation of a Planned Unit Development Agreement and approval and recordation of a final plat.

Conclusion:

The PUD Agreement has been prepared as directed by the Council and is recommended for adoption as submitted.

Attachments:

1. Latitude 42 C-1 PUD Agreement
2. Master Development Plan

LATITUDE 42 PUD
C-1 PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2016 by and between the CITY OF TWIN FALLS, a municipal corporation, State of Idaho (hereinafter called "City"), and James & Anna McCormick, Gary Nelson, Blass, Inc., Gary Slette, Gerald Martens, Evan Robertson, Dirk Gibson, Daniel Konen, Stephen George, Kirby Dahl (hereinafter called "Developer"), whose address is PO Box 6004, Twin Falls, Idaho 83303-6004.

RECITALS

WHEREAS, Developer is the owner of the certain tract of land in the City of Twin Falls, State of Idaho, more particularly described in Exhibit "A", attached hereto, (the "Property") which Property is at the southeast intersection of Pole Line Road West and Creekside Way.

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

WHEREAS, Developer has made request of the City to develop a planned commercial center (the "Project") on the Property and has submitted to the City a Master Development Plan (Exhibit "B") thereof which has been submitted for approval for development as a "C-1 PUD by the Planning and Zoning Commission of the City; and

WHEREAS, on January 10, 2011 the City Council approved the request to rezone the property, more particularly described in Exhibit "A", attached hereto, from C-1 to C-1 PUD, as presented and subject to the following conditions:

1. Subject to amendments as required by Building, Engineering, Fire and Zoning officials to ensure compliance with all applicable City Code requirements and Standards.
2. Subject to arterial and collector streets adjacent and within the property being dedicated to the City of Twin Falls, and to be rebuilt, or built, to current City standards upon development of the property.
3. Subject to complete the design approval of Cheney Drive West being constructed to ½ width and per City Standards.
4. Subject to an approved and recorded PUD Agreement, to include a Master Development Plan, prior to approval and recordation of a Final Plat.

WHEREAS, the proposed development of said Project within the City of Twin Falls, Idaho, subject to certain terms, conditions and understandings, which terms, conditions and understandings are the subject of this Agreement.

COVENANTS

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

I. NATURE OF THE AGREEMENT. This Agreement shall become part of the "C-1 PUD" zone with respect to the Project upon its full execution and recording. Developer and its assigns or successors in interest, as well as City and its assigns or successors (if any), shall be bound by the terms and conditions contained herein.

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

A. Uses.

1. Except as provided herein, the uses for the area more than 150 feet from the southern boundary shall be limited to those allowed in the C-1 zone (Code Section 10-4-8.2) as amended and attached hereto as "Exhibit C".
2. Uses within 150 feet of the south boundary shall be limited to uses as identified in Code Section 10-4-8.2 as amended and attached hereto as Exhibit D.
3. Parking structures providing parking for uses within the Latitude 42 PUD.

B. Building Size. There is no limitation to building size provided buildings conform to the IBC.

C. Hours of Operation. Hours of operation for all buildings and uses shall be restricted from 7:00 am to 10:00 pm unless extended hours of operation are permitted with an approved special use permit.

D. Phasing of Development.

1. Developer shall be permitted to develop the property in phases, so long as those phases are in compliance with the Master Development Plan and this PUD Agreement. Approval for each phase may be obtained by submission to the City Engineer of technically correct designs and improvement plans for necessary construction. The designation and location of specific uses on the Master Development Plan are conceptual and changes therefrom shall not provide basis for disapproval of any phase. There shall be no minimum or maximum limit between phases.

III. STREET, SEWER, WATER AND DRAINAGE IMPROVEMENTS.

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

A. Improvement Plans. Developer shall, as to each phase of its development, file or cause to be filed with the City a complete set of plans for that development phase, showing all improvements contemplated within that phase of development (hereinafter "Improvement Plans"). The Improvement Plans and all improvements shall thereon meet the approval of the City, which approval shall be given if such plans conform to established City requirements, the Master Development Plan and this PUD Agreement.

B. Improvement Design and Construction. Developer, at its expense, shall cause all Improvements shown on the Improvement Plan to be designed, constructed and installed consistent with the approved Improvement Plans except as otherwise

provided herein. Notwithstanding the foregoing, nothing in this Agreement shall prohibit City, State or Federal participation in the cost or financing of Improvements on the Property if mutually agreed by the parties hereto.

- C. Phased Construction. Developer may install the Improvements at one time, or in phases, as the Developer shall determine in its sole discretion. Developer shall provide the City with written notification of the timing and scope of the phase, or phases, of said Improvements it intends to complete at that time. Developer agrees to make modifications to construct any temporary facilities necessitated by such phased construction work as shall be reasonably required and approved by the City.
- D. Non-Compliance. In the event any of the Improvements are not consistent with the Improvement Plans, the City shall give written notice to Developer of said non-compliance. Developer shall cure said non-compliance within thirty days of its receipt of notice, or in the case of non-compliance that will require in excess of thirty days to cure, Developer shall commence to cure within thirty days of receipt of notice and diligently pursue the same to completion. In the event Developer fails to cure said non-compliance in the manner set forth hereinabove, the City shall have the right to withhold the issuance of any future building permits and certificates of occupancy within only that phase of such "PUD" until such time as requirements specified in this Section 3 have been complied with; PROVIDED, HOWEVER, Developer shall have the right to appear before the City Council at any regular meeting after any building permits and certificates of occupancy shall have been withheld for reasons set forth in this paragraph and shall have the right to be heard as to why such building permits and certificates should be issued. The City Council shall then, in good faith and in an objective manner, decide whether said building permits and certificates of occupancy should be issued, and its decision shall be final, except that the right of the parties are preserved at law and equity.
- E. Fees. Developer shall pay, or cause to be paid, to the City all applicable fees, if any, with regard to the installation of Improvements pursuant to the Improvement

Plans. However, City water and sewer connection and service charges shall be paid for by individual developers and users at the rates set by applicable City ordinances and resolutions.

- F. Maintenance of Improvements. City hereby agrees to accept maintenance responsibility for the public improvements upon their completion to City Standards in accordance with current City policy.

IV. PLATS.

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

- V. PARCEL DEVELOPMENT CRITERIA. The Property or any portion thereof shall be developed in accordance with the criteria set forth in this Section 5.

- A. Approval and Construction. All Improvements shall be constructed in accordance with engineered drawings and specifications, describing in reasonable detail the work to be performed, with drawings and specifications to first be approved by City, which approval shall not be unreasonably withheld.

- B. Landscaping and Planting. Landscaping buffer along bordering and interior streets shall be required to be installed on each parcel of the Property and may be in the public right-of-way adjacent thereto at the time site and building improvements are completed thereon. Such landscaped buffer shall be installed from the back of the curb or future curb in the public right-of-way and shall be extended to the dimensions set forth below.

1. A 35-foot wide landscape buffer including sidewalk, pathway or other hard-surfaced landscape improvements, measured from the curb or future curb, will be constructed along Pole Line Road West.

2. A 20-foot wide landscape buffer including sidewalk, pathway or other hard-surfaced landscape improvements, measured from the back of curb or future curb, will be constructed along Cheney Drive West, Fieldstream Way and Creekside Way.

3. The Developer will maintain all landscaping and common parking areas (if any) in a uniform manner. The Property landscaping will utilize a pressure irrigation system constructed in compliance with applicable standards.

C. Landscaping Plan. For each buffer area, as per 5B above, at the time of development, each parcel shall be landscaped to include the following:

1. Fifty percent (50%) of the lineal footage of landscaping shall have berms with a ridge elevation of at least eighteen inches (18") in height with at least fifty percent (50%) of the berming having a minimum ridge elevation of thirty inches (30") in height. The landscape buffer shall be planted with a minimum of one tree per five-hundred (500) square feet of landscaped area and a minimum of one shrub per one-hundred (100) square feet of landscaped area. At least fifty percent (50%) of all trees shall be evergreen. At least fifty percent (50%) of all trees and shrubs shall be from groups last approved by the Tree Commission through its Tree Selection Guide. Trees and shrubs may be grouped, but there shall be no space greater than seventy-five feet (75') between tree and shrub groupings. All trees shall have a height of at least four feet (4') when planted.

2. The use of planters and landscaped islands within parking lots will be used to reduce visual impact of large paved areas and these shall be planted with shade trees and shrubbery. The area adjacent to residential areas shall be landscaped with coniferous and deciduous trees with shrubs, and berms to create a dense buffer in a relatively short period of time.

3. In all cases, landscaping will meet or exceed the minimum requirements of the City of Twin Falls Title 10; Zoning and Subdivision Regulations.

4. Nothing herein shall preclude the City from evaluating the landscape on a project basis when such evaluation can be shown to provide a more uniform and aesthetically desirable landscaping.

D. Building Standards. Buildings and improvements shall comply with the following standards.

1. Architectural Standards.

a) All buildings shall be constructed of architectural masonry, stone, stucco or architectural steel. Building faces shall include windows, setbacks, awnings, parapet variations, material variations, color variations and other architectural treatments to break up large uniform surfaces. Where building parapets cannot effectively screen roof top equipment the equipment shall be screened with equipment obscuring screens of material of a color and texture to minimize observation. Basic building colors shall be neutral earth tones.

b) Height Limitations. No occupied floor shall be greater than 35' in height except as provided by Section 10-7-3 of City Code.

c) Building Siting. Buildings will be located in a manner that optimizes the appearance of the building to adjacent streets and other public areas. Where possible, buildings shall be utilized to screen or break up large parking areas. Buildings shall also be located in a manner that preserves, to the extent possible, the aesthetics and appearance of existing buildings. All building lighting shall be located in soffit areas or shielded to preclude the light source from being seen from adjacent properties or any residential areas, unless such lighting is deemed by the developer as necessary for the safe operation of hospital and its functions, or for the safety of staff, patients, or visitors.

d) Building Landscaping. Building plans shall include detailed landscape plans. The landscaping shall be designed to complement the building, and provide further screening for large uniform building surfaces.

2. Outside Storage / Loading Docks/Trash Containers. Loading docks, trash containers, medical gas storage and emergency facilities shall be screened from roadways, residential areas and adjacent properties in conformance with City code. Screening may consist of landscaping, masonry walls, buildings or fencing. No outside storage is allowed.

3. Utilities. All on-site utility service lines located within a parcel shall be placed underground. Any transformer or terminal equipment provided within or immediately adjacent to the parcel shall be visibly screened from the view from streets, with screening material such as landscaping or other approved material.

4. Sign Plan. All signage shall conform to City of Twin Falls Sign Regulations Ordinance subject to the following:

a) Building signage shall be limited to wall mounted signs or monument type signs with a maximum height of twenty feet (20') measured above the adjacent curb.

b) Illumination. Signs shall be internally illuminated, or lighted with exterior fixtures provided with shielding to preclude the light source from being visible from adjacent properties.

5. Pedestrian / Bicycle Facilities. Development plans for each project phase and each building shall include facilities that will accommodate pedestrian and bicycle access to the project interior streets, adjacent neighborhood and collector streets and the adjacent arterial streets. Where reasonably feasible the pathways shall be separated from the interior streets by landscaping or other features to encourage use of pedestrian/bicycle facilities.

VI. STANDARD DEVELOPER'S AGREEMENT. It is understood and agreed by the parties hereto that Developer shall execute the City's Standard Developer's Agreement.

VII. GENERAL PROVISIONS.

- A. Cooperation. The parties hereto agree to cooperate each with the other. Developer shall submit to the City all plans, specifications and working drawings required by the City.
- B. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the Property and improvements described herein, and no amendment or modification to this Agreement shall be valid or effective unless reduced to writing and signed by the parties.
- C. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- D. Notices. If notices from one party to the other are desired or required hereunder such notices shall be delivered or mailed to the party to receive such at its address last known to the sender of such notice. Notices shall be deemed received on the date of hand delivery or upon seventy- two (72) hours following deposit in the United States mail, if properly addressed, stamped and sent with "return receipt requested".
- E. Successors and Assigns. This Agreement shall be binding upon the successors, assigns and legal representatives of the parties hereto. Transfer of all or a portion of the Property shall create a notation releasing the transferor from obligations under this Agreement with respect to said transferred property.
- F. Severability. In the event any portion of this Agreement is declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining portions thereof shall not be affected.

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

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

CITY OF TWIN FALLS

ATTEST: _____ BY: _____

Mayor

DEVELOPER

ATTEST: _____ BY: _____

_____, Managing Member

ACKNOWLEDGEMENTS

EXHIBIT A – LEGAL DESCRIPTION

EXHIBIT B – MASTER DEVELOPMENT PLAN

EXHIBIT C

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

10-4-8.1: PURPOSE:

This district is intended to provide for commercial activities of various sizes from large malls to small shops, fast food restaurants and tourist accommodations. This district is designed for application on major streets or portions thereof. (Ord. 2526, 5-20-1996)

10-4-8.2: USE REGULATIONS:

Uses specified for area more than 150' from southern boundary/Cheney Drive West to Pole Line Road West:

(A) Permitted Uses: Buildings, structures or premises shall be used and buildings and structures shall hereafter be erected, altered or enlarged only for the following uses:

1. Communications And Utilities:
 - a. Radio and television stations without transmission and receiving towers.
 - ~~b. Telegraph centers and telegraph stations.~~
 - ~~c. Telephone exchange stations.~~
 - ~~d. Underground and aboveground transmission lines.~~
 - e. Utility owned buildings and structures less than twenty five (25) square feet in area and less than three feet (3') aboveground.
 - f. Utility owned buildings and structures more than twenty five (25) square feet in area or more than three feet (3') aboveground.
- ~~2. Cultural Facilities:~~
 - ~~a. Botanical gardens and arboretums.~~
 - ~~b. Historic sites and monuments.~~

- ~~e. Libraries, museums and art galleries.~~
 - ~~d. Planetariums and aquariums.~~
3. Governmental Facilities:
- a. Fire stations and police stations.
 - ~~b. Governmental office buildings.~~
 - c. Judicial facilities.
4. Medical Facilities:
- a. Acupuncture facilities approved by the South Central district health department or other state regulatory agency.
 - b. Ambulance service.
 - c. Doctors' offices. Offices for health care professionals
 - d. Drug and alcohol treatment centers.
 - e. Hospitals and clinics.
 - f. Rehabilitation services.
 - g. Assisted living facilities
 - h. Extended care facilities
 - i. Nursing homes
5. Parks:
- a. Open space.
 - ~~b. Park concessions.~~
 - c. Private parks and playgrounds without crowd attracting facilities.
 - ~~d. Public parks and playgrounds without crowd attracting facilities.~~
 - ~~e. Public parks and playgrounds with crowd attracting facilities.~~
6. Public Assembly:
- a. Auditoriums.
 - b. Funeral chapels.

- c. Religious facilities.
 - d. Schools - private, single purpose.
 - e. Schools - private, vocational and/or academic.
 - f. ~~Schools—public.~~
 - g. Theaters - indoor.
 - h. ~~Wedding chapels and/or reception halls.~~
7. Residential:
- a. Accessory buildings (less than 1,000 square feet), personal swimming pools and other accessory uses.
 - b. ~~Bed and breakfast facilities.~~
 - c. Dwellings - multiple household (5 units or more).
 - d. ~~Home occupations.~~
 - e. ~~Household units existing at the time this title was adopted.~~
 - f. Household units in the same building as an allowed use and occupied by the owner or an employee of the allowed use.
 - g. Household units in upper floor of commercial or professional buildings.
 - h. Nursing homes and rest homes.
 - i. Residence halls, residence hotels, rooming houses.
8. Retail Trade:
- a. Alcoholic beverages when consumed on premises where sold and if located three hundred feet (300') or more from residential property.
 - b. Apparel and accessories.
 - c. Automobile parts store.
 - d. Bakery.
 - e. Bookstore.
 - f. ~~Commercial greenhouses.~~
 - g. Craft shop, in conjunction with retail business.

- h. Eating places and the sale of alcohol when consumed on the premises where sold if located three hundred feet (300') or more from residential property.
 - i. Farm and garden supplies.
 - j. Florist shop.
 - k. Food, drugs, etc.
 - l. General merchandise.
 - m. Hardware Store.
 - n. Hobby and toy store.
 - o. Home furnishings and equipment.
 - p. Ice cream store.
 - q. Import store.
 - ~~r. Laundering and dry cleaning.~~
 - ~~s. Laundromats.~~
 - t. Lumber, plumbing and/or electrical supply stores.
 - u. Music store.
 - ~~v. Pawnshop.~~
 - ~~w. Pet shop.~~
 - x. Sporting goods store.
 - ~~y. Taxidermy studio.~~
 - z. Temporary automobile, truck and recreational vehicle sales permitted with staff approval, provided that there shall be state approval, no parking or display of vehicles in landscaped areas, and no sight obstructions.
9. Services:
- a. Advertising.
 - ~~b.~~ Apparel repair and alteration.
 - c. Beauty and barber shops.

- d. Building care contracting offices.
- e. Business associations.
- f. Civic, social and fraternal organizations.
- g. Construction trade offices.
- h. Consumer credit collection offices.
- i. Copy center - self-service.
- j. Daycare services.
- k. Dog grooming and/or kennels.
- l. Duplicating and stenographic offices.
- m. Employment agency.
- n. Finance and investment offices.
- ~~o. Horticultural services.~~
- ~~p. In-home daycare services.~~
- q. Insurance and related business.
- r. Labor unions and organizations.
- s. Photography studios.
- ~~t. Professional organizations.~~
- u. Professional services.
- v. Real estate and related business.
- ~~w. Tourist information center.~~
- x. Welfare and charitable facilities.

10. ~~Sports Facilities:~~

- ~~a. Athletic areas.~~
- ~~b. Miniature golf courses.~~
- ~~c. Outdoor, public and commercial ice and roller skating facilities.~~
- ~~d. Outdoor, public and commercial swimming pools.~~
- ~~e. Outdoor, public and commercial tennis courts.~~

11. Transportation:

- a. Bus facilities, including pick up shelters.
- b. Open parking lot or garage for automobiles. Parking structures providing parking for uses within the Latitude 42 PUD.
- c. Taxicab office.
- ~~d.~~ Ticket and arrangement facilities.

Notwithstanding the foregoing list of permitted uses, any such proposed use which broadcasts amplified music or sound by speakers to the exterior of a building shall also require a special use permit. (Ord. 2786, 6-1-2004; amd. Ord. 2798, 8-2-2004; Ord. 2850, 2-21-2006; Ord. 2958, 12-22-2008)

(B) **Special Uses:** A special use permit may be granted for a permanent use that is not in conflict with the comprehensive plan and that is not permitted outright because it may conflict with other uses in the district unless special provisions are taken. Special use permits may be granted for the following uses:

1. Communications And Utilities:

- a. Radio and television stations with wireless communications facilities.

2. ~~Cultural Facilities:~~

- ~~a. Cemeteries.~~

- ~~b. Zoos.~~

~~3. Governmental Facilities:~~

- ~~a. Jails, detention centers, work release centers.~~

- ~~b. Water treatment plants.~~

4. Manufacturing:

- a. Handcrafted furniture.

5. Medical Facilities:

- ~~a. Animal hospital -- large animals.~~

- ~~b. Animal hospital -- small animals.~~
- c. Prosthetics - sales, service and/or construction.
- 6. Miscellaneous:
 - a. Any facility with drive-through service.
- ~~7. Parks:~~
 - ~~a. Amusement parks.~~
- ~~8. Public Assembly:~~
 - ~~a. Exhibition halls.~~
 - ~~b. Fairgrounds.~~
 - ~~c. Sports arena.~~
 - ~~d. Theaters -- outdoor.~~
- 9. Residential:
 - ~~a. Detached accessory buildings (more than 1,000 square feet) i.e., garages and other accessory buildings.~~
 - b. Motels and transient hotels.
 - ~~c. RV and camping parks.~~
 - ~~d. Shelter homes.~~
- 10. Retail Trade:
 - a. Alcoholic beverages when consumed on the premises where sold if located less than three hundred feet (300') from residential property.
 - b. Automobile and recreational vehicle rental/storage yard.
 - c. Automobile and truck sales and/or rentals.
 - d. Car wash facilities.
 - e. Equipment rental.
 - ~~f. Fuel sales (bulk).~~
 - g. Gasoline service stations.
 - ~~h. Large implement and heavy equipment sales and/or rentals.~~
 - i. Manufactured/mobile home sales and/or rentals.

- j. Permitted retail/trade uses operating outside the hours of seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M
- k. Sporting vehicles and motorcycles - sales and/or rentals.
- l. Storage unit rentals.
- ~~m.~~ Tire shops.

11. Services:

- a. Appliance repair.
- ~~b. Auctions and/or public sales.~~
- c. Automobile and truck service and/or repair.
- d. Furniture repair/upholstery.
- e. Publishing and printing business.
- ~~f.~~ Sporting vehicles and motorcycles - service and repair.
- ~~g. Tattoo parlors or demographic studios approved by the South-Central district health department or other state regulatory agency.~~
- h. Testing laboratories.

~~12. Sports Facilities:~~

- ~~a. Go-cart tracks.~~
- ~~b. Golf courses and country clubs.~~
- ~~c. Golf driving ranges.~~
- ~~d. Indoor recreation facility.~~

~~13. Transportation:~~

- ~~a. Freight transfer points.~~
- ~~b. Open parking lot or garage for trucks and buses.~~
- ~~c. Packing and crating.~~
- ~~d. Trucking facilities.~~

14. Wholesale:

a. Wholesale distribution and warehousing, but excluding H-1 facilities.
(Ord. 2620, 8-2-1999; amd. Ord. 2741, 11-4-2002; Ord. 2773, 12-15-2003; Ord. 2798, 8-2-2004; Ord. 2850, 2-21-2006)

(C) Prohibited Uses: Uses not specified above are prohibited unless administrative determination in accordance with subsection [10-17-1](#)(F) of this title is made that the use is similar enough to a use listed above that distinction between them is of little consequence. (Ord. 2526, 5-20-1996)

EXHIBIT "D"

Within 150 feet of the South boundary/Cheney Drive West, uses are limited as follows:

10-4-8.2: USE REGULATIONS:

Hours of operation for all buildings located within 150 feet of the Southern boundary shall be restricted to 7:00 am to 10:00 pm unless extended hours of operation are permitted with an approved special use permit.

(A) Permitted Uses: Buildings, structures or premises shall be used and buildings and structures shall hereafter be erected, altered or enlarged only for the following uses:

- ~~1. Communications And Utilities:~~
 - ~~a. Radio and television stations without transmission and receiving towers.~~
 - ~~b. Telegraph centers and telegraph stations.~~
 - ~~c. Telephone exchange stations.~~
 - ~~d. Underground and aboveground transmission lines.~~
 - e. Utility owned buildings and structures less than twenty five (25) square feet in area and less than three feet (3') aboveground.
 - f. Utility owned buildings and structures more than twenty five (25) square feet in area or more than three feet (3') aboveground.
- ~~2. Cultural Facilities:~~
 - ~~a. Botanical gardens and arboretums.~~
 - ~~b. Historic sites and monuments.~~
 - ~~c. Libraries, museums and art galleries.~~
 - ~~d. Planetariums and aquariums.~~
3. Governmental Facilities:
 - a. Fire stations and police stations.
 - b. Governmental office buildings.
 - c. Judicial facilities.

4. Manufacturing:
 - a. ~~Business park PUD only~~
5. Medical Facilities:
 - a. Acupuncture facilities approved by the South Central district health department or other state regulatory agency.
 - b. Ambulance service.
 - c. Offices for health care facilities.
 - d. ~~Hospitals and clinics.~~
 - e. Rehabilitation services.
 - f. Assisted living facilities.
 - g. Extended care facilities.
 - h. Nursing homes.
6. Parks:
 - a. Open space.
 - b. ~~Park concessions.~~
 - c. ~~Private parks and playgrounds without crowd attracting facilities.~~
 - d. ~~Public parks and playgrounds without crowd attracting facilities.~~
 - e. ~~Public parks and playgrounds with crowd attracting facilities.~~
7. Public Assembly:
 - a. ~~Auditoriums.~~
 - b. Funeral chapels.
 - c. Religious facilities.
 - d. Schools - private, single purpose.
 - e. Schools - private, vocational and/or academic.
 - f. ~~Schools - public.~~
 - g. ~~Theaters - indoor.~~
 - h. ~~Wedding chapels and/or reception halls.~~

8. Residential:
 - a. Accessory buildings (less than 1,000 square feet), personal swimming pools and other accessory uses.
 - b. Bed and breakfast facilities.
 - c. Dwellings - multiple household (5 units or more).
 - ~~d. Home occupations.~~
 - ~~e. Household units existing at the time this title was adopted.~~
 - f. Household units in the same building as an allowed use and occupied by the owner or an employee of the allowed use.
 - g. Household units in upper floor of commercial or professional buildings.
 - h. Nursing homes and rest homes.
 - i. Residence halls, residence hotels, rooming houses.
9. Retail Trade:
 - a. Alcoholic beverages when consumed on premises where sold and if located three hundred feet (300') or more from residential property.
 - b. Apparel and accessories.
 - ~~c. Automobile parts store.~~
 - d. Bakery.
 - e. Bookstore.
 - ~~f. Commercial greenhouses.~~
 - ~~g. Craft shop, in conjunction with retail business.~~
 - h. Eating places.
 - ~~i. Farm and garden supplies.~~
 - j. Florist shop.
 - ~~k. Food, drugs, etc.~~
 - ~~l. General merchandise.~~
 - ~~m. Hardware store.~~
 - n. Hobby and toy store.

- o. Home furnishings and equipment.
- p. Ice cream store.
- ~~q. Import store.~~
- r. Laundering and dry cleaning.
- s. Laundromats.
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- ~~x. Sporting goods store.~~
- ~~y. Taxidermy studio.~~
- ~~z. Temporary automobile, truck and recreational vehicle sales permitted with staff approval, provided that there shall be state approval, no parking or display of vehicles in landscaped areas, and no sight obstructions.~~

10. Services:

- a. Advertising.
- b. Apparel repair and alteration.
- ~~c. Beauty and barber shops.~~
- d. Building care contracting offices.
- e. Business associations.
- f. Civic, social and fraternal organizations.
- g. Construction trade offices.
- h. Consumer credit collection offices.
- i. Copy center - self-service.
- j. Daycare services.
- k. Dog grooming
- l. Duplicating and stenographic offices.

- m. Employment agency.
- n. Finance and investment offices.
- ~~o. Horticultural services.~~
- ~~p. In-home daycare services.~~
- q. Insurance and related business.
- r. Labor unions and organizations.
- s. Photography studios.
- t. Professional organizations.
- ~~u. Professional services.~~
- v. Real estate and related business.
- ~~w. Tourist information center.~~
- x. Welfare and charitable facilities.

~~11. Sports Facilities:~~

- ~~a. Athletic areas.~~
- ~~b. Miniature golf courses.~~
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- ~~d. Outdoor, public and commercial swimming pools.~~
- ~~e. Outdoor, public and commercial tennis courts.~~

~~12. Transportation:~~

- ~~a. Bus facilities, including pick up shelters.~~
- ~~b. Open parking lot or garage for automobiles.~~
- c. Taxicab office.
- ~~d. Ticket and arrangement facilities.~~

Notwithstanding the foregoing list of permitted uses, any such proposed use which broadcasts amplified music or sound by speakers to the exterior of a building shall also require a special use permit. (Ord. 2786, 6-1-2004; amd. Ord. 2798, 8-2-2004; Ord. 2850, 2-21-2006; Ord. 2958, 12-22-2008)

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 - ~~a. Jails, detention centers, work release centers.~~
 - ~~b. Water treatment plants.~~
- ~~4. Manufacturing:~~
 - ~~a. Handcrafted furniture.~~
5. Medical Facilities:
 - ~~a. Animal hospital—large animals.~~
 - ~~b. Animal hospital—small animals.~~
 - c. Prosthetics - sales, service and/or construction.
6. Miscellaneous:
 - a. Any facility with drive-through service.
- ~~7. Parks:~~
 - ~~a. Amusement parks.~~
- ~~8. Public Assembly:~~
 - ~~a. Exhibition halls.~~
 - ~~b. Fairgrounds.~~
 - ~~c. Sports arena.~~
 - ~~d. Theaters—outdoor.~~

9. Residential:

- a. ~~Detached accessory buildings (more than 1,000 square feet) i.e., garages and other accessory buildings.~~
- b. ~~Motels and transient hotels.~~
- c. ~~RV and camping parks.~~
- d. ~~Shelter homes.~~

10. Retail Trade:

- a. Alcoholic beverages when consumed on the premises where sold if located less than three hundred feet (300') from residential property.
- b. ~~Automobile and recreational vehicle rental/storage yard.~~
- c. ~~Automobile and truck sales and/or rentals.~~
- d. ~~Car wash facilities.~~
- e. ~~Equipment rental.~~
- f. ~~Fuel sales (bulk).~~
- g. ~~Gasoline service stations.~~
- h. ~~Large implement and heavy equipment sales and/or rentals.~~
- i. ~~Manufactured/mobile home sales and/or rentals.~~
- j. Permitted retail/trade uses operating outside the hours of seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M.
- k. ~~Sporting vehicles and motorcycles -- sales and/or rentals.~~
- l. Storage unit rentals.
- m. ~~Tire shops.~~

11. Services:

- a. Appliance repair.
- b. ~~Auctions and/or public sales.~~
- c. ~~Automobile and truck service and/or repair.~~

- d. Furniture repair/upholstery.
- e. Publishing and printing business.
- f. ~~Sporting vehicles and motorcycles—service and repair.~~
- g. ~~Tattoo parlors or demographic studios approved by the South Central district health department or other state regulatory agency.~~
- h. Testing laboratories.

~~12. Sports Facilities:~~

- a. ~~Go-cart tracks.~~
- b. ~~Golf courses and country clubs.~~
- c. ~~Golf driving ranges.~~
- d. ~~Indoor recreation facility.~~

~~13. Transportation:~~

- a. ~~Freight transfer points.~~
- b. ~~Open parking lot or garage for trucks and buses.~~
- c. ~~Packing and crating.~~
- d. ~~Trucking facilities.~~

~~14. Wholesale:~~

- a. ~~Wholesale distribution and warehousing, but excluding H-1 facilities.
(Ord. 2620, 8-2-1999; amd. Ord. 2741, 11-4-2002; Ord. 2773, 12-15-2003; Ord. 2798, 8-2-2004; Ord. 2850, 2-21-2006)~~



Date: Monday, March 28, 2016
To: Honorable Mayor and City Council
From: Bill Baxter – Utility Services Supervisor/Finance Accountant

Request:

Consideration of a request to provide further guidance and parameters for completing negotiation of a 10-year contract extension with PSI for the City's residential garbage collection and recycling services. Also, to provide input on the reports for the current "one can" garbage service audit just completed, and to present information on the current known status of various City utility services being provided which are not being paid for by some residents.

Time Estimate:

The staff presentation will take approximately 10 minutes to cover all topics.

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

Background:

The City's 2010-2015 contract expired in December of 2015. At the time of establishing that contract three competitors bid the sanitation collection services, and PSI won the contract. The proposal letter previously provided to Council members for the May 11th, 2015, Council meeting discusses the investment PSI has made in the services, and the community, and offers options for a renewed 5 year contract, and a renewed extended contract period for 10 years. A copy of the referenced letter is attached. At the May 11th Council meeting, a motion was made and approved for City staff to work with PSI on options to address different services provided to the citizenry. Further, at the December 14th Council meeting, Council approved an extension of the current contract through September 30, 2016, to provide time to negotiate and gain approval for a 10 year contract to continue service for the residents of the City of Twin Falls. Staff has worked with PSI to evaluate options for moving forward, and at this time we want to update the Council members on the options discussed and get clarification on the parameters for moving forward to develop a contract proposal.

This presentation also includes a discussion of the information gathered regarding both the audit of the number of "One Can," 35 gallon garbage cart service accounts in the City, and the question asked about the "city services being delivered for which some citizens were not paying." Both of these questions were raised, specifically, at the February 22nd City Council meeting, and staff is prepared to address each of these at this time.

Approval Process:

This is an informational presentation only, and Council feedback is sought simply to help staff move forward on the PSI contract. No approval or vote is required at this time ...

Budget Impact:

There is no budget impact associated with the Council's review and discussion of the PSI contract at this time. Nor does the presentation on, and any resulting discussion regarding, the non-payment for city services being provided hold any current budget impact.

Regulatory Impact:

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

Conclusion:

Staff recommends that the Council discussion items be offered in terms allowing the furtherance of the development of the PSI contract and clarify the 10 year term of that contract proposal to be brought forward.

Attachments:

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



March 4, 2015

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Twin Falls

Attachment A

5 yr Contract

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

City of Twin Falls

Attachment B

10 yr Contract

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

City Service

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

COPY

Term 10/1/2010 thru

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

CITY OF TWIN FALLS, IDAHO

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

CONTRACT

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

NOW THEREFORE, it is agreed as follows:

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

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

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

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

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

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

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

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

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

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

2. **COLLECTION RESTRICTIONS:**

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

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

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

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during the bidding and selection process.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **PERFORMANCE STANDARDS:** The Contractor shall be responsible for program management according to specific operating and personnel standards:

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

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

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

10. CITY – PSI RELATIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C-4198

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

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

C-4198

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

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

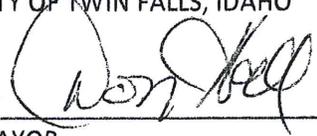
PSI

BY 

Title: *Site Manager*

CITY

CITY OF TWIN FALLS, IDAHO

BY 

MAYOR

P.O.Box 1907

Twin Falls, ID 83303-1907

04198



P.O. Box 1907

321 Second Avenue East

Twin Falls, Idaho 83303-1907

Fax: (208) 736-2296

OFFICE OF THE CITY MANAGER

208-735-7271

August 15, 2012

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

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

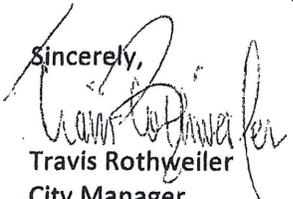
Dear Josh:

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

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

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

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

Sincerely,

Travis Rothweiler
City Manager
City of Twin Falls, Idaho

cc: Twin Falls City Council Members

ADDENDUM

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

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

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

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

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

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

PSI

CITY OF TWIN FALLS

By _____

By _____

Title:

-

Mayor



Date: Council Meeting
To: Honorable Mayor and City Council
From: Deputy City Manager Brian Pike

Request: To authorize Mr. Rothweiler to sign and execute a lease agreement for the property located at 103 Main Street, Twin Falls, ID.

Time Estimate: 10 minutes

Background: As we begin to move forward with the construction of our new City Hall building and the remodel of our existing police facilities, we need to vacate the current City Hall to allow for the remodel process to begin. We spent countless hours studying the possible phasing options and determined the most effective process in moving forward. This option, despite the relocation of our City Hall staff, is the most effective and efficient as we move forward. These options were created in concert with our CMGC, Starr Corporation and Architect firm, Hummel. They allow for us to capture the synergy associated with multiple projects and allows for the possibility of a more favorable bid environment given the multi-bid options.

In order to start the process, our current staff at City Hall must vacate the building. This allows Starr Corporation the opportunity to begin the remodel of the current City Hall building. As we mentioned before, this saves us approximately six months of additional construction time and allows the remodel of the police facilities at its own pace, independent of the construction of our new City Hall complex.

Over the last several months city staff as looked at possible sites that would meet the needs of our internal teams and the community we served. We visited five sites looking for the right space. This was not an easy task. We were budget minded yet realized we had to meet the demands of our community members and the workflow issues associated with our teams. We even considered placing modular buildings in our parking lots to reduce the overall cost of the relocation; however, they were not practical. Given these parameters, we settled on one location, the old Key Bank building located at 103 Main Street, Twin Falls, Idaho, for the following reasons:

- The building contains approximately 14,000 square feet
- It allows our community members easy access to services they utilize everyday
- It places us at the center of the downtown remodel
- It allows our staff the space they need to perform their duties in a professional setting
- Given our needs, there really weren't any other viable options

City Manager Travis Rothweiler, CFO Lorie Race and City Attorney Fritz Wonderlich negotiated the terms of the lease. The highlights are listed below for your review:

- The term of the lease shall commence April 1, 2016, and shall end September 30, 2017 (with the option of extending if necessary)
- Fixed monthly rent is \$8,000 (includes rent and utilities)
- Includes six (6) additional parking spaces

We believe the terms of the lease are reasonable and are asking Council to authorize Mr. Rothweiler to sign the lease and execute its terms.

Approval Process: Council action allowing Mr. Rothweiler to sign and execute the lease agreement among Hepworth-Lezamiz Partnership #1 and TJCJ and the City of Twin Falls, Idaho.

Budget Impact: There will be no impact on our current budget.

Regulatory Impact: N/A

Conclusion: We believe the terms of the lease are reasonable and are asking Council to authorize Mr. Rothweiler to sign the lease and execute its terms.

Attachments: Lease agreement among Hepworth-Lezamiz Partnership #1 and TJCJ and the City of Twin Falls, Idaho.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and among **Hepworth-Lezamiz Partnership #1 and TJCJ**, an Idaho Limited Liability Company ("Lessor"), and the **City of Twin Falls, Idaho** ("Lessee"), whose address is P.O. Box 1907, Twin Falls, Idaho, 83303.

1. LEASE.

1.1 Lessor owns the tract of land located in Twin Falls, Idaho more particularly described as Lots 17-18, and the northeasterly 9" of Lot 19 Block 87, and the 20' x 50' vacated alley, adjacent thereto, Twin Falls Townsite, and, Parcels A-E, Eldridge's Subdivision, Twin Falls, Idaho, (the "Land"), including the main floor and basement of the building located at 103 Main Street Twin Falls, Idaho, consisting of approximately fourteen thousand (14,000) square feet located thereon (the "Building"). The Land including the Building is herein referred to as the "Premises".

1.2 Lessor, in consideration of the rents hereinafter reserved and agreed to be paid by Lessee, hereby leases to Lessee and Lessee hereby leases from Lessor the Premises, together with the use and benefit of all rights, privileges and easements.

2. TERM OF LEASE

2.1 The term of this Lease shall commence April 1, 2016, (the "Commencement Date"), and shall end September 30, 2017 (the "Expiration Date") (the "Primary Term").

2.2 Any reference in this Lease to the "Lease term" or the "term of this Lease" shall include the Primary Term of this Lease and any applicable Option Terms (as defined in Paragraph 2.3 below).

2.3 Lessee shall have the right, privilege and option to extend the term of this Lease for four (4) successive periods of one (1) month each (each, an "Option Term") under the same terms and conditions of this Lease then in effect, including the Fixed Rent paid as indicated in Paragraph 3.2 below. Lessee, if it elects to exercise any extension option, shall do so by giving Lessor written notice at least thirty (30) days prior to the expiration of the then existing term of this Lease. Notwithstanding the foregoing, in the event Lessee does not exercise any of its extension options in the time period or in the manner provided in this Paragraph 2.3, each such option shall nevertheless continue in full force and effect and shall not lapse until five (5) days after Lessor has notified Lessee in writing to inquire whether Lessee desires to exercise such option.

3. RENT

3.1 Lessee agrees and covenants to pay Lessor fixed monthly rent in the sum equal to the dollar amount set forth in Paragraph 3.2 below (hereinafter "Fixed Rent"). Fixed Rent shall be payable in advance with rent for the first month of the Lease Term due on April 1, 2016, and on the first day of each month thereafter, and shall not be increased, abated or diminished except as set forth herein.

3.2 Fixed Monthly Rent during the Lease Term shall equal Eight Thousand Dollars (\$8,000.00).

3.3 Lessee's obligation to pay Fixed Rent and other charges hereunder shall commence on the Commencement Date.

4. CONDITION OF PREMISES

Lessee acknowledges and agrees that it has inspected the Premises and Lessee has occupied the Premises in its "as is" condition and "with all faults," except as expressly provided otherwise in this Lease. Lessor shall have no obligation to make any alterations, additions or improvements of any nature to the Premises.

5. LESSEE'S IMPROVEMENTS

The construction of any improvements to the Premises by Lessee shall be subject to the terms of Article 11 below.

6. COVENANT OF TITLE AND QUIET ENJOYMENT

Lessor represents and warrants to Lessee that Lessor is solely vested with fee simple title to the Premises, and that it has full right and lawful authority to lease the Premises to Lessee pursuant to the terms hereof. Lessor covenants with Lessee to keep Lessee in quiet enjoyment and possession of the Premises during the term of this Lease, provided Lessee is not in default under this Lease.

7. USE OF PREMISES

Lessee may use the Premises for government offices and related uses and any other lawful use. Lessee shall comply with all statutes, ordinances, codes, regulations, restrictive covenants, easements and other laws or legal requirements applicable to or affecting the Premises or Lessee's use of the Premises ("Legal Requirements").

8. REAL ESTATE TAXES

Lessor shall pay all ad valorem and real and personal property taxes.

9. MAINTENANCE BY LESSOR

Lessor shall be obligated to make any necessary repairs to the heating, cooling and air-conditioning system, plumbing, roof and other structural components of the Premises. Lessee shall be responsible for all janitorial services in the leased area.

10. MAINTENANCE BY LESSEE

Lessee shall use reasonable care and diligence to keep and maintain the Premises free from waste or nuisance and shall deliver the Premises to Lessor in "broom clean" condition at the expiration of this Lease, reasonable wear and tear and casualty excepted. Lessee shall be responsible for all janitorial services in the leased area, and shall also be responsible for snow removal.

11. ALTERATIONS, ADDITIONS AND IMPROVEMENTS

11.1 Lessee shall not create any openings in the roof or exterior walls, nor make any structural alterations, additions or improvements to the Premises, without the prior written consent of Lessor, which consent shall not be unreasonably withheld, delayed or conditioned. Lessee shall have the right at all times to erect or install cabinets, shelves, electrical outlets, machinery, air conditioning or heating equipment and trade fixtures and other equipment, provided Lessee complies with all Legal Requirements in connection therewith.

11.2 All alterations, additions or improvements made by Lessee which are permanently attached to and made part of the Premises shall become the property of the Lessor at the expiration of the Lease term, except for items including, but not necessarily limited to, signs, trade fixtures, furnishings, telecommunications systems and all related equipment and components, data systems and all related equipment and components, network devices and all related equipment and components, machinery and other equipment used in the Premises and furnished by Lessee. Lessee shall be responsible for repairing any damage to the premises caused by the removal of any items by Lessee at the end of the Lease term.

11.3 Lessee shall have the right to make interior alterations to the Premises of a non-structural nature without Lessor's consent provided Lessee gives Lessor prior written notice of any material alterations and Lessee complies with all Legal Requirements in connection therewith.

12. LESSOR'S RIGHT OF ENTRY

Lessor and its authorized agents may enter the Premises, after prior written notice and during Lessee's normal business hours (except in the case of an emergency posing imminent threat of injury to persons or damage to property) to inspect the general conditions and state of repair of the Premises. If requested by Lessee, such entry by Lessor shall be under the supervision of Lessee. Lessor shall not interfere with or create a hazard to Lessee's normal business operations during such entry.

13. UTILITIES

Lessor shall pay before delinquency all charges for gas, water, electricity and any other utility services used solely on the Premises during the term hereof by Lessee.

14. PARKING

Lessor agrees to provide Lessee and its employees, customers and other invitees with the exclusive use of six (6) parking spaces within the Premises shown on Exhibit A.

15. INSURANCE

Lessee shall during the Lease term maintain in full force the following insurance: (i) general liability insurance issued, insuring against liability for injury to or death of persons and loss of or damage to property occurring in and on the Premises, with coverage limits of at least Five Million Dollars (\$5,000,000.00) combined single limits for bodily injury and property damage per occurrence; and (ii)

16. INDEMNITY

Lessee shall indemnify Lessor against, and hold Lessor harmless from, all claims, liabilities, demands or causes of action, including all reasonable expenses of Lessor incidental thereto, for injury to or death of any person.

17. FIRE AND CASUALTY DAMAGE

If the Premises should be damaged by fire or other casualty during the term of this Lease such that rebuilding or repairs cannot be completed within one month from the date of such damage, Lessee may, terminate this Lease on written notice to Lessor and, in such event, Fixed Rent and all other charges payable by Lessee hereunder shall be abated as of the date of the happening of the damage.

18. DEFAULT; DISPUTE RESOLUTION

11.1 Lessee shall be in default under this Lease if and only if one of the following events shall occur:

(a) Lessee shall not have exercised its right of termination, and Lessee shall fail to pay Fixed Rent or other charges payable hereunder when due, and such failure shall continue for ten (10) days after Lessor gives Lessee written notice of its failure to pay; or

(b) Lessee shall fail to perform any of its other obligations under this Lease and such failure shall continue for more than thirty (30) days after Lessor gives Lessee written notice of its failure to perform, provided that, if such failure cannot reasonably be cured by Lessee within such 30-day period, Lessee shall not be in default if Lessee commences to cure the failure within such 30-day period and diligently thereafter pursues the cure to completion.

18.2 If Lessee shall be in default under this Lease, Lessor may, in addition to all other remedies available at law or in equity, elect one or more of the following:

(a) Lessor may terminate this Lease, and all of the obligations and responsibilities of Lessor and Lessee under this Lease shall thereupon terminate except for accrued liabilities and except that Lessee shall surrender the Premises to Lessor in accordance with Paragraph 10.2.

(b) Lessor may cure the default for the account and at the expense of Lessee, and Lessee shall reimburse Lessor upon demand for the reasonable cost of curing Lessee's default plus interest thereon at the rate set forth in Section 22.4 hereof.

(c) Lessor may terminate Lessee's right to possession of the Premises with due process of law, in which case Lessee shall immediately surrender possession of the Premises to Lessor and Lessor may recover from Lessee all Fixed Rent and other charges to become due under the Lease, with Lessee having the right to subsequently collect the proceeds of any reletting of the Premises net of the reasonable costs incurred by Lessor to effect such reletting to the extent proportionately allocable to the remaining term of this Lease. Lessor agrees to use reasonable efforts to relet the Premises at fair market rental rates and to otherwise mitigate any damages arising out of Lessee's default.

18.3 Should there be any breach of this Lease on the part of Lessor, in the event Lessor fails to cure the breach within thirty (30) days after Lessee gives Lessor written notice thereof or, if such breach cannot be reasonably cured within such 30-day period, in the event Lessor fails to commence within such 30-day period and thereafter diligently pursue to completion the cure of such breach, then Lessee may, as Lessee's exclusive remedy, cure the breach and the reasonable cost thereof shall be payable from Lessor to Lessee upon demand. Notwithstanding any other provisions of this Lease, Lessor shall have no personal liability for any of its obligations under this Lease and, in the event any money judgement is obtained by Lessee against Lessor in any

action under this Lease, such judgement may only be satisfied out of Lessor's interest in the Premises and no deficiency judgement may thereafter be obtained against Lessor.

18.4 If a matter under this Lease is in dispute and informal discussions have not resolved the dispute, either party shall any time by notice ("Mediation Notice") to the other, request a "Mediation" (as hereinafter called) be held. Upon initiation of Mediation, the parties agree to try in good faith to settle the matter under the Commercial Mediation Rules of the American Arbitration Association before resorting to other remedies. Mediation shall be non-binding unless both parties have agreed to the contrary elsewhere in this Lease or otherwise agree in writing that the Mediator's decision shall be final and binding on the parties. The Mediation shall be held within thirty (30) days after selection of a "Mediator" which shall mean one individual who demonstrates at least ten (10) years' experience with the subject matter of the Mediation. If the parties cannot agree upon the selection of a Mediator within fifteen (15) days after the date of the Mediation Notice, the Mediator shall be selected in accordance with the Commercial Mediation Rules of the American Arbitration Association. If any such dispute, claim or controversy remains unresolved as of the earlier of (i) thirty (30) days after the first Mediation session, or (ii) sixty (60) days after the date of the Mediation Notice, either party may demand arbitration as set forth in Paragraph 22.5 below.

18.5 Claims, disputes and other matters that are not resolved by Mediation shall be decided by binding arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be made within a reasonable time after Mediation has failed to resolve the matter. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

19. NOTICES

19.4 Any notice required to be given under the terms of this Lease shall be in writing and shall be effective upon the earlier of: (i) receipt, (ii) refusal to accept delivery or (iii) three (3) days after being deposited in the U.S. mail, postage prepaid to the following addresses:

Hepworth-Lezamiz Partnership #1
PO Box 994
Twin Falls, Idaho 83303-0994

City of Twin Falls, Idaho
P.O. Box 1907
Twin Falls, ID 83303-1907

19.5 Payments of Fixed Rent and other changes shall be forwarded to Lessor at the

address set forth on page 1 hereof via first class mail.

19.6 Either party may designate a new address for notice hereunder upon ten (10) days' advance written notice to the other party in the manner set forth in Paragraph 25.1 above.

20. LIENS

If, because of any act or omission of Lessee, a mechanic's or other lien shall be filed against the Premises, Lessee shall, at Lessee's own cost and expense, within sixty (60) days after notice of the filing thereof, cause the same to be cancelled and discharged of record, or shall furnish Lessor with a surety bond issued by a surety company protecting Lessor from any loss because of non-payment of such lien claim. In the event Lessee posts a surety bond, Lessee shall be entitled to contest any such lien claims by appropriate judicial proceedings.

21. FORCE MAJEURE

Lessor and Lessee shall be excused for the period of any delay in performance of any obligations hereunder when prevented from doing so by cause or causes beyond either party's control, which shall include all labor disputes, civil disturbance, war, war-like operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fires or other casualty, inability to obtain any material or service or acts of God. Notwithstanding the foregoing, nothing shall excuse either party from paying in a timely fashion any payments due under the terms of this Lease.

22. LESSEE'S RIGHT OF TERMINATION OF LEASE

If Lessor materially breaches this Agreement and fails to cure such breach as herein provides, Lessee shall have the right to terminate this Lease in accordance with the terms hereinafter set forth. Lessee shall exercise this right by giving a notice, to Lessor of Lessee's termination of this Lease (the "Lease Termination Notice"). Within thirty (30) days after Lessor's receipt of the Lease Termination Notice, Lessee shall vacate the Premises.

23. MISCELLANEOUS

23.7 The failure of Lessor or Lessee to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Lease, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking, right or option.

23.8 The terms, covenants, agreements, conditions and undertakings contained herein shall be binding upon and shall inure to the benefit of the heirs, successors in interest and assigns of the parties hereto.

23.9 This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, entered into prior to the execution of this Lease, will alter the covenants, agreements and undertakings herein set forth. This Lease shall not be modified in any manner, except by an instrument in writing executed by all parties.

23.10 If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. The terms and provisions of this Lease shall not be construed against or in favor of a party hereto merely because such party or its counsel is the draftsman of this Lease.

23.11 All of the terms and words used in this Lease, regardless of the number and gender in which they were used, shall be deemed and construed to include any other number (singular and plural), and any other gender (masculine, feminine or neuter), as the context or sense of this Lease or any paragraph or clause hereof may require, the same as if the words had been fully and properly written in the number and gender.

23.12 Any reference contained in this Lease to the "Effective Date" or similar terms shall mean the last date on which any party required to execute or initial this Lease does so, and such date shall be set forth in the cover page of this Lease where indicated.

23.13 Lessee and Lessor each warrant and represent that the party signing this Lease on behalf of each has authority to enter into this Lease and to bind Lessee and Lessor, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all corporate resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

23.14 Article or Paragraph headings or captions contained herein are provided for convenience purposes only and shall not be considered in any way in connection with the construction of the substantive terms and provisions of this Lease.

23.15 This Lease shall be governed by and construed and enforced in accordance with the internal substantive laws (but not the rules governing conflicts of laws) of the State of Idaho.

23.16 In the event either party hereto initiates litigation or hires legal counsel to enforce or protect its rights under this Lease, the prevailing party shall be entitled to recover from the unsuccessful party, in addition to any other damages or relief awarded or obtained, all court costs and reasonable attorneys' fees incurred in connection with such litigation or action by legal counsel.

23.17 Nothing contained in this Lease shall be construed to create a partnership, joint

venture or relationship of principal and agent between Lessor and Lessee. No provision of this Lease shall be construed to confer any rights or remedies upon any party other than Lessor and Lessee.

23.18 When used herein, the terms "including" and "includes" and similar words or phrases shall be deemed to be terms of illustration only and not limitation.

23.19 All Exhibits referred to herein shall be considered a part hereof for all purposes with the same force and effect as if copied at full length herein.

23.14 This Agreement document may be signed in any number of counterparts.

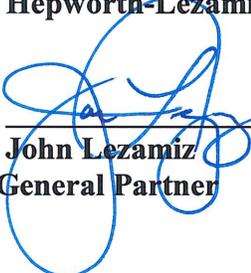
EXECUTED by Lessor and Lessee on the respective dates set forth below, but effective as of the Effective Date.

LESSOR:

Hepworth-Lezamiz Partnership #1

Date executed by Lessor:

3/21/2016

By: 
Name: **John Lezamiz**
Title: **General Partner**

LESSEE:

CITY OF TWIN FALLS, IDAHO

Date executed by Lessee:

By: _____
Name: _____
Title: _____