

COUNCIL MEMBERS

Suzanne Hawkins Vice Mayor	Nikki Boyd	Shawn Barigar Mayor	Chris Talkington	Gregory Lanting	Chris Reid	Ruth Pierce
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AMENDED AGENDA
Meeting of the Twin Falls City Council
Monday, January 23, 2017
City Council Chambers
305 Third Avenue East - Twin Falls, Idaho

5:00 P.M.

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

AGENDA ITEMS	Purpose	By:
I. <u>CONSENT CALENDAR:</u>		
1. Request to approve the Accounts Payable for January 18–23, 2017.	Action	Sharon Bryan
2. Request to approve the January 17, 2017, City Council Minutes.	Action	Sharon Bryan
3. Request to accept property located in the Broadmoor Subdivision – Tract E, Block 9 and Tract D, Block 7.	Action	Troy Vitek
4. Request to accept property in the Settler’s Ridge Number 3 Subdivision– Tract C, Block 1.	Action	Troy Vitek
5. Request to accept the Improvement Agreement for developing LeMoyné Subdivision, a PUD.	Action	Troy Vitek
6. Request to approve the Final plat for the LeMoyné Subdivision, A PUD, consisting of 2 lots and 44 acres (±) located on the north side of North College Road and east side of Fillmore Street. c/o EHM Engineers, Inc.	Action	Rene'e V. Carraway Johnson
7. Request to approve the Final Plat for Westpark Commercial Subdivision No. 10, consisting of 1 lot and 2.14 acres (±) located on the north side of Pole Line Road and east side of Washington Street North. c/o EHM Engineers, Inc.	Action	Rene'e V. Carraway-Johnson
8. Request to approve a Beer and Wine License for Wesley Don Overlin dba Stormy’s, 201 Hansen Street East.	Action	Sharon Bryan
II. <u>ITEMS FOR CONSIDERATION:</u>		
1. Request to approve the purchase of real property from Saint Edward the Confessor Catholic Church for 2.973 acres located within Lots 3 and 5 of the Peters Subdivision.	Action	Jon Caton
2. Request to adopt an ordinance to vacate portions of a sewer easement and a utility easement located within Lot 1, Block 1, St. Luke’s Subdivision – a PUD on property located at 801 Pole Line Road West, St. Luke’s Magic Valley. (app.2827)	Action	Rene'e V. Carraway-Johnson
3. Request to approve and adopt the following two ordinances: (1) “Master Bond Ordinance” governing proposed and future issuance of water revenue; and, (2) “Supplemental Ordinance” authorizing the issuance of the City’s Water Revenue Refunding Bond, Series 2017, to refinance the callable portion of the City’s Water Revenue Promissory Note, Series 2009, held by the Idaho Bond Bank Authority to reduce debt service costs of the water fund.	Action	Lorie Race Nick Miller/Hawley Troxell, Bond Counsel

4. Presentation on the finances of the City of Twin Falls for the 1st quarter of fiscal year 2016-2017.	Presentation	Lorie Race
5. Request to adopt a resolution and to authorize the Mayor to sign State Local Agreement for Project Development of Washington St N and Fall Avenue, Key No. 20291 with a payment of \$1000 as part of the local match for the project.	Action	Jacqueline D Fields
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> 1. Request for a Zoning District Change & Zoning Map Amendment from R-1 to C-1 for 1 (±) acres to allow expansion of an existing self-storage facility on property located at 2716 Addison Avenue East. Forrest LeBaron c/o Addison Secure Storage (app.2830).	PH/Action	Forrest LeBaron Jonathan Spendlove
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.

Public Input Procedures

1. Individuals wishing to provide public input regarding matters relevant to the City of Twin Falls shall
 - a. wait to be recognized by the mayor
 - b. approach the microphone/podium
 - c. state their name and address, and whether they are a resident or property owner in the City of Twin Falls, and
 - d. proceed with their input.
2. The Mayor may limit input to no less than two (2) minutes. Individuals are not permitted to give their time to other speakers.

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 (2) minutes per person.
 - Five or more individuals, having received personal public notice of the application under consideration, may select by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the mayor. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, shall be either read into the record or displayed to the public on the overhead projector.
 - Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
6. Following the Public Testimony and Applicant's response, the hearing shall continue. The City Council, as recognized by the Mayor, shall be allowed to question the Applicant, Staff or anyone who has testified. The Mayor may again establish time limits.
7. The Mayor shall close the Public Hearing. The City Council shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.

* Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Mayor.

COUNCIL MEMBERS

Suzanne Hawkins Vice Mayor	Nikki Boyd	Shawn Barigar Mayor	Chris Talkington	Gregory Lanting	Christopher Reid	Ruth Pierce
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MINUTES
Meeting of the Twin Falls City Council
Tuesday, January 17, 2017
City Council Chambers
305 Third 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

Christopher Reid to be sworn into office as City Councilman

PROCLAMATIONS: None
 GENERAL PUBLIC INPUT

AGENDA ITEMS	Purpose	By:
I. <u>CONSENT CALENDAR:</u>		
1. Request to approve the Accounts Payable for January 10 - 17, 2017.	Action	Sharon Bryan
2. Request to approve the January 9, 2017, City Council Minutes.	Action	Sharon Bryan
3. Request to approve the January 6, 2017, City Council Special Meeting Minutes.	Action	Leila A. Sanchez
II. <u>ITEMS FOR CONSIDERATION:</u>		
1. Presentation of a service plaque to Don Hall in recognition of his service on the Twin Falls City Council.	Presentation	Mayor Shawn Barigar
2. Request to confirm the appointment of Gretchen G. Scott as the new Human Resources Director effective January 23, 2017.	Action	Travis Rothweiler
3. 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.

Present: Shawn Barigar, Suzanne Hawkins, Nikki Boyd, Chris Talkington, Greg Lanting,
Christopher Reid, Ruth Pierce

Absent: None

Staff Present: City Manager Travis Rothweiler, City Attorney Fritz Wonderlich, Deputy City Manager
Mitchel Humble, Deputy City Manager Brian Pike, Deputy City Clerk Sharon Bryan

PLEDGE OF ALLEGIANCE TO THE FLAG

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

CONFIRMATION OF QUORUM

A quorum is present.

CONSIDERATION OF THE AMENDMENTS TO THE AGENDA – None

Mayor Barigar swore Christopher Reid into office.

PROCLAMATIONS: None

GENERAL PUBLIC INPUT – None

I. CONSENT CALENDAR:

1. Request to approve the Accounts Payable for January 10 - 17, 2017.
2. Request to approve the January 9, 2017, City Council Minutes.
3. Request to approve the January 6, 2017, City Council Special Meeting Minutes.

MOTION:

Vice Mayor Hawkins moved to approve the Consent Calendar as presented. Councilmember Boyd seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

II. ITEMS FOR CONSIDERATION:

1. Presentation of a service plaque to Don Hall in recognition of his service on the Twin Falls City Council.

Mayor Barigar presented Don Hall a service plaque in recognition of his service on the Twin Falls City Council.

Twin Falls County Commissioner Hall thanked City Council and Community.

City Council thanked Don Hall.

2. Request to confirm the appointment of Gretchen G. Scott as the new Human Resources Director effective January 23, 2017.

City Manager Rothweiler recognized retiring Human Resources Director Susan Harris for her time with the City.

City Manager Rothweiler asked City Council to confirm the appointment of Gretchen G. Scott as the new Human Resources Director.

MOTION:

Councilmember Talkington moved to approve the appointment of Gretchen G. Scott as the new Human Resources Director effective January 23, 2017. Councilmember Pierce seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

Gretchen Scott thanked the City Council and Susan Harris.

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

III. ADVISORY BOARD REPORT/ANNOUNCEMENTS: None

6:00 P.M.

IV. PUBLIC HEARINGS: None

V. ADJOURNMENT:

The meeting adjourned at 5:22 PM

Sharon Bryan, Deputy City Clerk

http://twinfalls.granicus.com/MediaPlayer.php?view_id=2&clip_id=625



Date: Monday, January 23, 2017
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to accept property.

Time Estimate:

The staff presentation will take approximately 5 minutes.

Background:

The developer of Broadmoor Subdivision has dedicated Tract E, Block 9 and Tract D, Block 7 of Broadmoor Subdivision to the City of Twin Falls. These tracts were deeded to the City for use as pedestrian paths. City code states all property dedicated to the City needs to be accepted by the City Council.

Approval Process:

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

Budget Impact:

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

Conclusion:

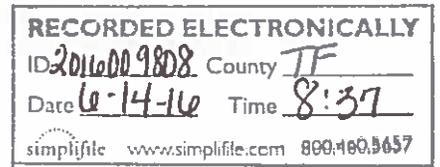
Staff recommends the Council approve the request as presented.

Attachments:

Warranty Deed
Aerial Exhibit

RBS

TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303



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

WARRANTY DEED

FOR VALUE RECEIVED RUSMOR, LLC, an Idaho Limited Liability Company, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto THE CITY OF TWIN FALLS, IDAHO, a municipal corporation, hereinafter called Grantee, whose address is: P.O. Box 1907, Twin Falls, Idaho 83303, the following described premises in Twin Falls County, Idaho; to-wit:

Tract D, Block 7; AND Tract E, Block 9, BROADMOOR SUBDIVISION, Twin Falls County, Idaho, according to the official plat thereof recorded in Book 25 of Plats, page 7, records of Twin Falls County, Idaho.

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

Dated: June 9, 2016

RUSMOR, LLC, an Idaho Limited Liability Company

BY Joe Russell
JOE RUSSELL, MEMBER

RUSMOR, LLC, an Idaho Limited Liability Company

BY: WEMGARY LP, an Idaho Limited Partnership, Member

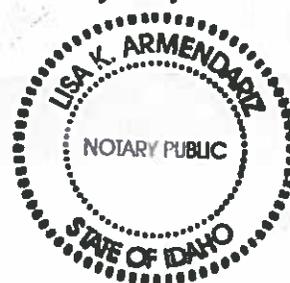
BY William E. Morris
William E. Morris, General Partner

STATE OF IDAHO
County of Twin Falls

On this 9th day of June, 2016, before me, a Notary Public in and for said State, personally appeared Joe Russell, known or identified to me to be members of the limited liability company of RUSMOR, LLC, and the member who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same in said limited liability company name.

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

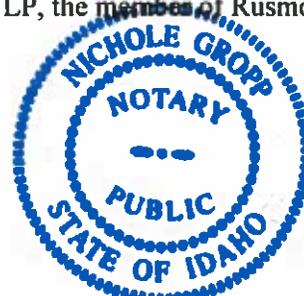
Lisa K. Armendariz
Notary Public for Idaho
Residing in Twin Falls, ID
Commission Expires 01/17/2022



STATE OF IDAHO
County of Twin Falls

On this 10th day of June, 2016, before me, a Notary Public, personally appeared William E. Morris, known or identified to me to be the general partner of the limited partnership of WEMGARY LP, and the partner who subscribed said limited partnership name to the foregoing instrument and acknowledged to me that he executed the same for Wemgary LP, the member of Rusmor, LLC.

Nichole Gropp
Notary Public for Idaho
Residing in Boise Idaho
Commission Expires 2-19-2019



Broadmoor

Reference Only



NORTH
RIDGEWAY DR

CRESTVIEW DR

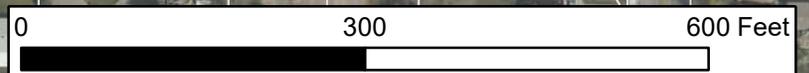
GRANDVIEW DR N

MAGIC RD

FALLS AVE W

FALLS AVE W

WENDELL ST



Aerial Photo - April 2016



Date: Monday, January 23, 2017
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to accept property.

Time Estimate:

The staff presentation will take approximately 5 minutes.

Background:

The developer of Settler's Ridge Number 3 Subdivision has dedicated Tract C, Block 1 of Settler's Ridge Number 3 Subdivision to the City of Twin Falls. This tract was deeded to the City for use as a park and storm water retention basin. City code states all property dedicated to the City needs to be accepted by the City Council.

Approval Process:

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

Budget Impact:

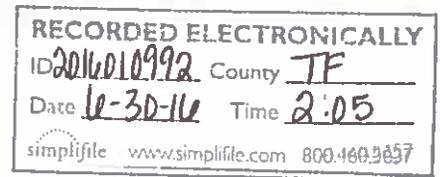
There is no significant budget impact associated with the Council's approval of this request.

Conclusion:

Staff recommends the Council approve the request as presented.

Attachments:

Warranty Deed
Aerial Exhibit



sm
TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

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

WARRANTY DEED

FOR VALUE RECEIVED **SETTLER'S RIDGE LLC, an Idaho Limited Liability Company,** hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **THE CITY OF TWIN FALLS, IDAHO, a municipal corporation,** hereinafter called Grantee, whose address is: P.O. Box 1907, Twin Falls Idaho 83303 the following described premises in Twin Falls County, Idaho; to-wit:

Tract C, Block 1, **SETTLER'S RIDGE NUMBER 3 SUBDIVISION,** Twin Falls County, Idaho, according to the official plat thereof recorded in Book 24 of Plats, page 2, records of Twin Falls County, Idaho.

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

Dated: June 22, 2016

SETTLER'S RIDGE LLC

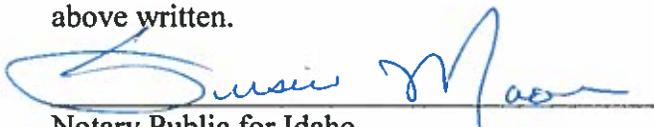
BY; CANYON VIEW PROPERTIES, an Idaho General Partnership, Member

BY: 
GARY BLICK, PARTNER

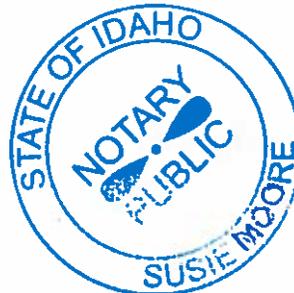
STATE OF IDAHO
County of Twin Falls

On this 30th day of June, 2016, before me, a Notary Public in and for said State, personally appeared Gary Blick, known or identified to me to be Partner in Canyon View Properties, an Idaho General Partnership, and the partner who subscribed said partnership name to the foregoing instrument and acknowledged to me that he executed the same for Canyon View Properties, an Idaho General Partnership, the member of Settler's Ridge LLC, and Idaho Limited Liability Company.

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

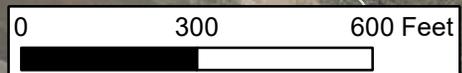
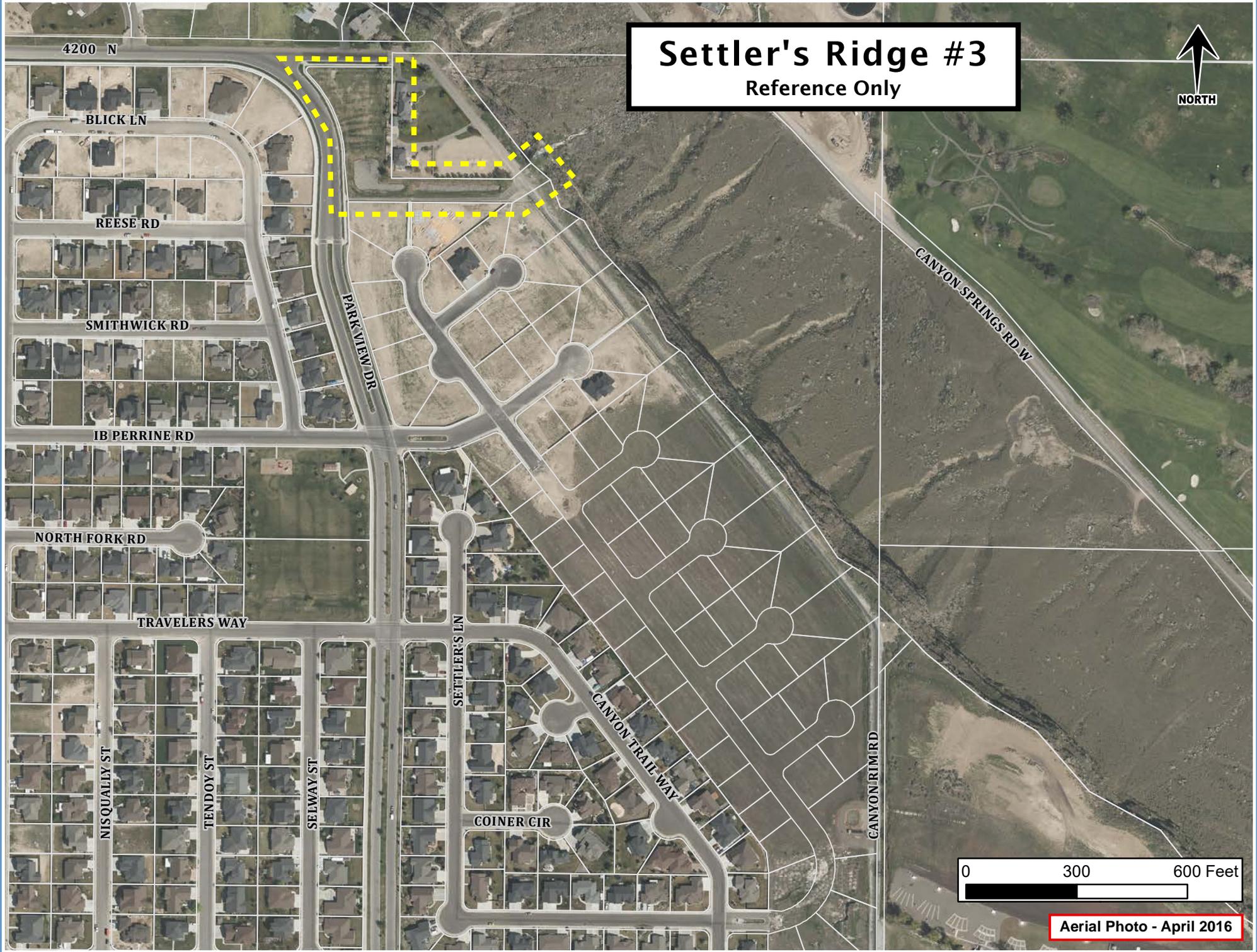


Notary Public for Idaho
Residing in Twin Falls
Commission Expires 11-28-2020



Settler's Ridge #3

Reference Only



Aerial Photo - April 2016



Date: Monday, January 23, 2017
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 **Lemoyne Subdivision, a PUD.**

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 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 16 day of Sept., 2016, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and Henri LeMoynes hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Lemoynes Subdivision, a PUD.

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 and shall repair or replace any such damage as required by the City Engineer, during or after completion of this project.

XII.

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

PUBLIC WAYS

(a) Required Improvements

- (1) Curb, gutter and sidewalk on all public street rights-of-way.
- (2) A standard residential street thirty six feet (36') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course on all public street rights-of-way serving residential use property.
- (3) Minor residential and private streets as specified in the City of Twin Falls Standard Drawings.
- (4) A standard commercial or collector street forty eight feet (48') wide with an eleven inch (11") gravel course and three inch (3") asphaltic concrete surface course on all public street rights-of-way serving commercial use property or as a collector street. Whenever a street serves an industrial use property the City Engineer will determine the appropriate structural section.
- (5) A service-road twenty four feet (24') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course and with concrete curb-gutter or curb and valley-gutter on all public service road rights-of-way.
- (6) A sidewalk five feet (5') wide minimum on all public pedestrian rights-of-way. Four foot (4') sidewalks by special permission of the City Council are allowed by City of Twin Falls Standard Drawings for minor residential streets under certain conditions.

- (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A tract of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to arterial and collector streets. Within that tract the developer shall install landscaping six feet (6') in depth with a sprinkler system and with grass and trees behind the curb line and shall also install a five foot (5') sidewalk. The landscaping will be maintained by the city and funded through a fee added to the water bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. TFCC §10-12-4.2(O).
 - (8) Street signs and traffic control devices on all public streets.
 - (9) Street lights as determined by City policy for street light installation.
- (b) City Costs
- (1) The cost of any street signs or traffic control devices installed by the City on new or existing streets.
 - (2) The cost of any required street lights (standard luminaires mounted on a wood pole). The Developer shall pay the extra cost of any decorative luminaries or poles. Prior approval will be required, and the cost of maintenance, replacement and power usage will be considered.
- (c) Required Inspections and Testing
- (1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

WATER SYSTEM

- (a) Required Improvements
- (1) Pursuant to City Code Section 7-8-3, 7-8-10 and 10-12-4.2 water line and fittings six inch (6") minimum diameter that will transport a flow of water, which will satisfy fire, domestic, other water demands of the development, based upon the City water pipe sizing plan and computer water model. Water line extension shall include connection from the existing City Water System to each building site and fire hydrants and then loop back to the City System in a manner that will provide a properly functioning system approved by the City Engineer, Water Superintendent and Fire

Chief. If the development is to be constructed in phases, the water system shall be looped back to the City system during the first phase. No dead-end lines will be allowed during any phase of the project.

- (2) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City water distribution network in accordance with existing sizing guidelines.
- (3) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users or creating a critical situation in the suppression of fires.
- (4) Fire hydrant connections and fire hydrants spacing to substantially comply with the minimum standards suggested by the Fire Rating Bureau and American Water Works Association. Fire hydrants are required in all developments.
- (5) One water service line shall be constructed to each building site at the time the water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way.

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

Water meter boxes will not be allowed in driveway approaches. Any cost associated in relocating meters from driveway approaches will be the responsibility of the Developer or Lot Owner. Temporary address or lot number signs shall be staked at the location where the water meter box is to be installed. The City may install multiple water meters in a single water meter box.

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

Developer. The City will make the necessary service line tap after payment of the required water connection general permit fees.

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

(b) City Costs

- (1) None.

(c) Required Inspections

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

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-7-4, 7-7-11 and 10-12-4.2 a waste water collection system (eight-inch (8") minimum diameter) that will transport a flow of waste water, under conditions of maximum and minimum discharge from the development, to the existing City waste water system.
- (2) Waste water sewer lines adjacent to or internal to the development will be sized to continue the orderly expansion of the City Waste Water Collection System in accordance with existing sizing guidelines and computer sewer model.
- (3) Manholes to provide access for maintenance and cleaning of the sewer lines located at any change of grade or alignment of the sewer, at the end of each sewer and spaced not more than four hundred feet (400') apart.
- (4) During construction of the curb the letter S shall be stamped into the top or face of the curb directly in front of the sewer service line location. The impression shall be not less than one and one half inches (1½") high.

(b) City Costs

- (1) None.
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

DRAINAGE SYSTEM

- (a) Required Improvements
 - (1) Any valley-gutters, ditching, grading or other surface drainage facilities necessary to convey any storm run-off originating from or traversing across the proposed development over the land surface to a point of retention, detention or discharge approved by the City Engineer.
 - (2) Any catch basin, storm sewer and other sub-surface drainage facilities necessary to convey any storm run-off, originating from or traversing across the proposed development, to a point of retention, detention or discharge approved by the City Engineer, that cannot, in the City Engineer's opinion, be conveyed over the land surface without causing damage to public or private property or without being an unreasonable inconvenience or hazard to a private individual, a group of individuals or the general public.
- (b) City Costs
 - (1) None.
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

GRAVITY IRRIGATION SYSTEM

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

- (b) City Costs
 - (1) None.
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

PRESSURE IRRIGATION SYSTEM

- (a) Required Improvements
 - (1) Pursuant to Section 7-8-3 of the City Code, the use of the City's potable water supply as the primary source of irrigation water in all new developments shall be prohibited. For purposes of this subsection, the term "new development" means any new subdivision or PUD, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or PUD. One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be deeded to the City of Twin Falls before the filing of the final plat for use in the City's pressurized irrigation system.
 - (2) Pressure irrigations water line and fittings shall be four inch (4") minimum diameter or larger that will transport a flow of water, which will satisfy all irrigation water demands of the development, based upon the computer irrigation water model that the developer's engineer has prepared.
 - (3) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City Pressure Irrigation water distribution network in accordance with existing sizing guidelines.
 - (4) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users. One pressure irrigation water service line shall be constructed to each subdivision

lot site at the time the pressure irrigation water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way. One Pressure irrigation water service line tap, irrigation box, and service line shall be constructed for each subdivision lot connected to the City pressure irrigation water system.

- (5) The Developer shall be responsible for all costs incurred in designing and installing the pressure irrigation station. This includes the land, pumps, motors, filters, buildings, delivery system to the station from the TFCC head gate, storage pond, Supervisory Control and Data Acquisition (SCADA) system, and power to the station.
 - (6) All pressure irrigation system plans must be prepared by the Developer's engineer shall be according to the City's standard specifications and drawings. Plans submitted to the City shall be signed by a Professional Engineer for review and final approval, before the City Engineer will sign the plat or approve construction plans.
 - (7) The Pressure Irrigation System shall be located within easements, right of ways and/or property deeded to the City of Twin Falls.
- (b) City Cost.
- (1) None
- (c) Required Inspections and Testing
- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

SPECIAL FEATURES

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

a) Required Improvements

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.



Public Meeting: **MONDAY, JANUARY 23, 2017**

To: Honorable Mayor and City Council

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

ITEM I-

Request: Request for consideration of the **Final Plat** for the LeMoyné Subdivision, A PUD, consisting of 2 lots and .44 acres (+/-) located on the north side of North College Road and east side of Fillmore Street 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: Henri LeMoyné LeMoyné Realty and Appraisals, Inc. 1346 Fillmore Street Twin Falls, Idaho 83301 208-733-0874 henri@lemoynerealty.com	Status: Property Owner Current Zoning: C-1 PUD Comprehensive Plan: Office Professional Existing Land Use: Professional Office and undeveloped	Size: .44 (+/-) acres Requested Zoning: Approval of a final plat Lot Count: 2 lots Proposed Land Use: Commercial/Professional
Representative: EHM Engineers, Inc. 621 N. College Rd, Ste 100 Twin Falls, Idaho 83301 208-734-4888	Zoning Designations & Surrounding Land Use(s)	
	North: C-1 PUD	East: C-1 PUD
	South: C-1 PUD	West: C-1 PUD; Fillmore St
	Applicable Regulations: 10-1-4, 10-1-5, 10-4-8, 10-6-1, 10-11-1 through 9, 10-12-2.3, Woodbury PUD	

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 Council may approve, conditionally approve, deny or table for additional information when acting on the final plat. If tabled, approval or denial shall occur at the regular meeting following the meeting at which the plat is first considered by the Council. The action and the reasons for such action shall be stated in writing by the Administrator and forwarded to the applicant.

Budget Impact:

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

Regulatory Impact:

Upon approval of a preliminary 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.

History:

This property has been zoned C-1 PUD under the Woodbury PUD agreement since May 1990. The Breckenridge Farms #3 Subdivision took place in 1995. According to county parcel records the office building currently on the property was built in 1997. Sometime prior to 2007, the northern portion of Lot 1 was "split" and sold to a separate owner.

Analysis:

The applicant is requesting a re-plat of parcel RPT0354001001A, a portion of Lot 1, Block 1, of Breckenridge Farms Subdivision Phase 3. The property currently has developed access off of Fillmore St. A cross use agreement between the current office building and the future building has been executed.

The proposed subdivision complies with the applicable City Codes found in Title 10 Chapter 12: Subdivision Regulations, and the Woodbury PUD, as to lot size, access, and other applicable codes and regulations.

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

On December 13, 2016 the Preliminary Plat for the LeMoyne Subdivision, A PUD was presented to the Planning & Zoning Commission for consideration. There was no public comment. Upon conclusion of Commission discussion Commissioner Munoz made a motion to approve the request, as presented, with staff recommendations. Commissioner Musser seconded the motion. All members present voted in favor of the motion.

The preliminary plat of the LeMoyne Subdivision-A PUD, was 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 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 or change of use of the property.

Conclusion:

Staff recommends the Council approve the final plat of the LeMoyne Subdivision, a PUD, as presented, subject to conditions recommended by the Commission:

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 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 or change of use of the property.

Attachments:

- | | |
|--------------------------------------|--|
| 1. Approved Preliminary Plat Exhibit | 4. Aerial Map |
| 2. Final Plat Exhibit | 5. Current Breckenridge Subdivision |
| 3. Zoning Vicinity Map | 6. Portion of the Dec 13, 2016 P&Z minutes |

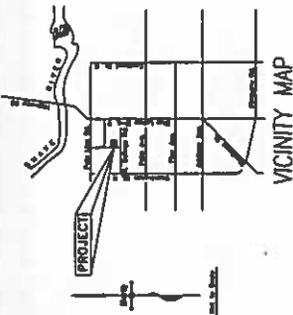
cc - Jan 23, 2017

L-LINE 1 1/4" W/C

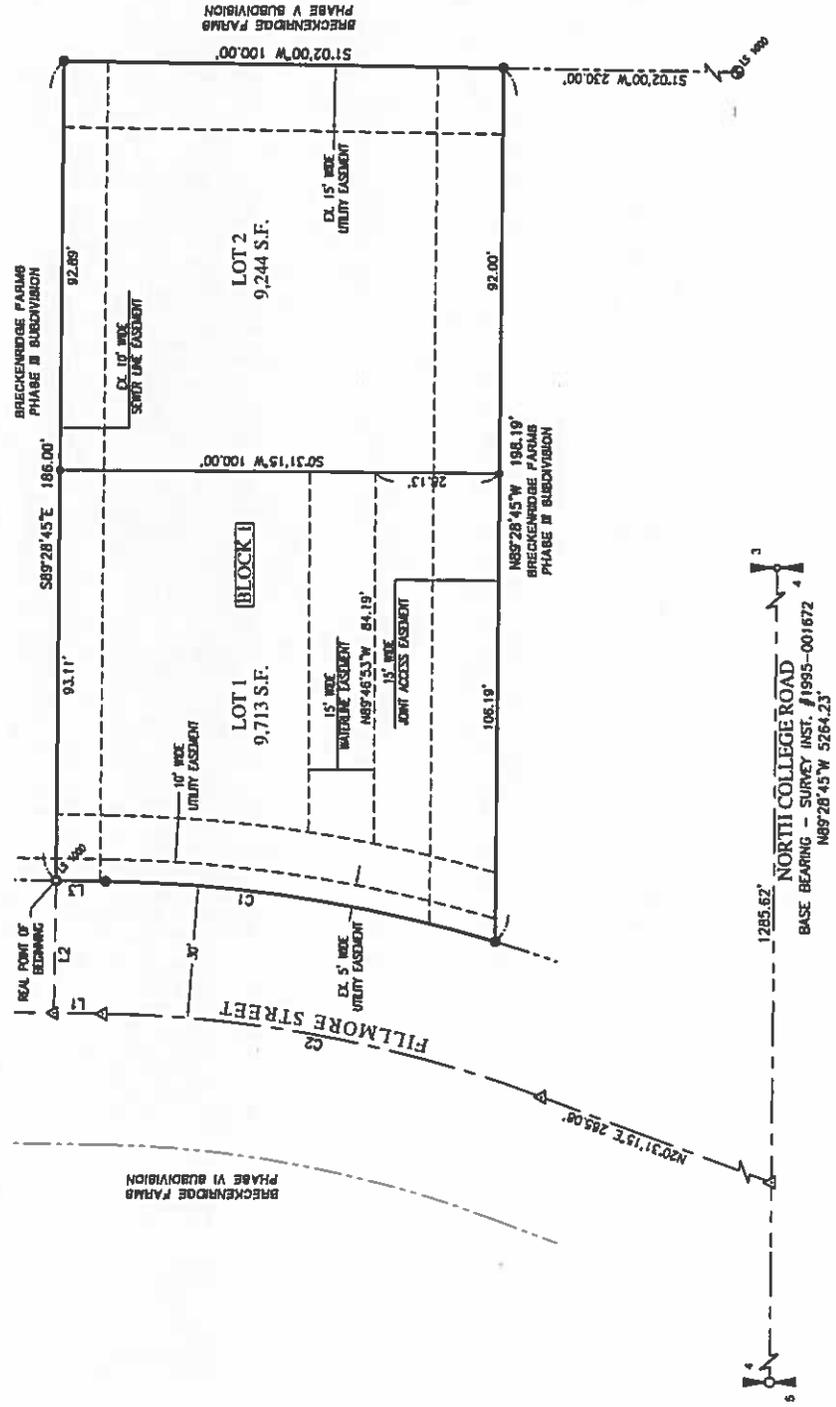
LINE #	BEARING	DISTANCE
L1	N1°02'00"E	11.25'
L2	N88°58'00"W	30.00'
L3	N1°02'00"E	11.25'

Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	15°37'15"	330.00'	89.97'	89.69'	45.27'	N8°50'38"E
C2	18°29'15"	300.00'	102.04'	101.55'	51.52'	N10°46'38"E



LEMOYNE SUBDIVISION, a PUD
 A Re-Subdivision and Re-Numbering of a Portion of
 Lot 1, Block 1
BRECKENRIDGE FARMS PHASE III SUBDIVISION
 Located In
 NE 4, Section 4
 Township 10 South, Range 17 East Boise Meridian
 Twin Falls County, Idaho
 2017



Legend

- SURVEY BOUNDARY LINE
- QUARTER SECTION LINE
- EASEMENT LINE
- ADJACENT PROPERTY LINE
- CENTERLINE OF STREET
- LOT LINE
- ▲ CALCULATED POINT (NOT SET)
- FOUND BRASS CAP
- FOUND 5/8" REBAR (AS NOTED)
- FOUND 1/2" REBAR (AS NOTED)
- SET 5/8" x 24" REBAR & CAP - LS 10110
- SET 1/2" x 24" REBAR & CAP - LS 10110
- FOUND 1/2" REBAR - REPLACED WITH 5/8" x 24" REBAR & CAP - LS 10110

Survey Reference
 BRECKENRIDGE FARMS
 PHASE III SUBDIVISION
 #1995-001672

Deed Reference
 #2007-013276

Health Certificate
 SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED BASED ON DEED REVIEW AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

REVIS. SOUTH CENTRAL PUBLIC HEALTH DISTRICT _____ DATE _____



EHM Engineers, Inc.



14-775-16 (P)
 SHEET 1 OF 3

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 NE1/4, SECTION 4, TOWNSHIP 10 SOUTH, RANGE 17 EAST, BOOSE AERODROM, THIN FALLS COUNTY, IDAHO; SAID PROPERTY BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 1, BLOCK 1, AS SHOWN ON THAT CERTAIN PLAT ENTITLED "BROCKENBIDGE FARMS PHASE III SUBDIVISION, RECORDED FEBRUARY 2, 1993, AS INSTRUMENT NO. 1095-001672, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF THIN FALLS COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 4; SAID POINT BEING SOUTH 89°28'45" EAST 5264.23 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 4;

THENCE NORTH 89°28'45" WEST 1285.62 FEET ALONG THE MID-SECTION LINE OF SAID SECTION 4 TO A POINT ON THE CENTERLINE OF FILLMORE STREET;

THENCE NORTH 20°31'15" EAST 265.06 FEET ALONG SAID CENTERLINE;

THENCE ALONG THE ARC OF A TANGENT 300.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 19°29'15", AN ARC DISTANCE OF 102.04 FEET AND A CHORD DISTANCE OF 101.55 FEET THAT BEARS NORTH 10°46'38" EAST ALONG SAID CENTERLINE;

THENCE NORTH 01°02'00" EAST 11.25 FEET ALONG SAID CENTERLINE;

THENCE LEAVING SAID CENTERLINE, SOUTH 89°58'00" EAST 30.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND BEING THE REAL POINT OF BEGINNING;

THENCE SOUTH 89°28'45" EAST 186.00 FEET ALONG THE NORTH BOUNDARY OF SAID LOT 1 TO THE NORTHEAST CORNER THEREOF;

THENCE SOUTH 01°02'00" WEST 100.00 FEET ALONG THE EAST BOUNDARY OF SAID LOT 1;

THENCE LEAVING SAID EAST BOUNDARY, NORTH 89°28'45" WEST 198.18 FEET ALONG A LINE PARALLEL WITH SAID NORTH BOUNDARY OF LOT 1 TO A POINT ON THE WEST BOUNDARY OF SAID LOT 1;

THENCE ALONG THE ARC OF A NON-TANGENT 330.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 15°37'15", AN ARC DISTANCE OF 89.87 FEET AND A CHORD DISTANCE OF 88.69 FEET THAT BEARS NORTH 06°50'38" EAST ALONG SAID WEST BOUNDARY;

THENCE NORTH 01°02'00" EAST 11.25 FEET ALONG SAID WEST BOUNDARY TO SAID REAL POINT OF BEGINNING.

THE GROSS AREA CONTAINED IN THIS PLATTED LAND AS DESCRIBED IS 0.435 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 59-1334, WE, THE UNDERSIGNED, AS OWNERS, DO HEREBY STATE THAT THE LOTS ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF THIN FALLS MUNICIPAL WATER SYSTEM.

PURSUANT TO IDAHO CODE 31-3005, 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 BEEN TRANSFERRED FROM SAID LANDS WITHIN THE SUBDIVISION WILL NOT BE ENTITLED TO ANY IRRIGATION WATER RIGHTS AND WILL NOT BE OBLIGATED FOR ASSESSMENTS FROM ANY IRRIGATION DISTRICT AND / OR CANAL COMPANY.

BY: HENRI LEMOYNE

BY: MARTHA LEMOYNE

ACKNOWLEDGMENT

STATE OF }
COUNTY OF }

ON THIS DAY OF 2017, AT M. BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED HENRI LEMOYNE AND MARTHA LEMOYNE, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE THE PERSONS WHO SUBSCRIBED TO THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIRMED 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 STAKED UNDER MY SUPERVISION AND DIRECTION.



APPROVAL OF CITY COUNCIL

THIS PLAT WAS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF TWIN FALLS, IDAHO AT THEIR MEETING ON THIS DAY OF 2017.

MAYOR CITY CLERK

APPROVAL OF CITY ENGINEER

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

CITY ENGINEER ATTEST

COUNTY SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I, GEORGE A. YERSON, HAS CHECKED THE FOREGOING PLAT AND COMPUTATIONS FOR MAKING THE SAME AND HAS DETERMINED THAT THEY COMPLY WITH THE LAWS OF THE STATE OF IDAHO AND THE COUNTY OF TWIN FALLS RELATED THEREIN. DATED THIS DAY OF 2017.

GEORGE A. YERSON ACTING COUNTY SURVEYOR

ACKNOWLEDGMENT

STATE OF IDAHO) ss ON THIS DAY OF 2017, AT COUNTY OF TWIN FALLS) IN AND FOR SAID STATE, PERSONALLY APPEARED GEORGE A. YERSON, 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 SAID INSTRUMENT WHEREOF I HAVE HEREIN 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, BEAR FEEL THE REQUIREMENTS OF IDAHO CODE 50-1-103A, 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

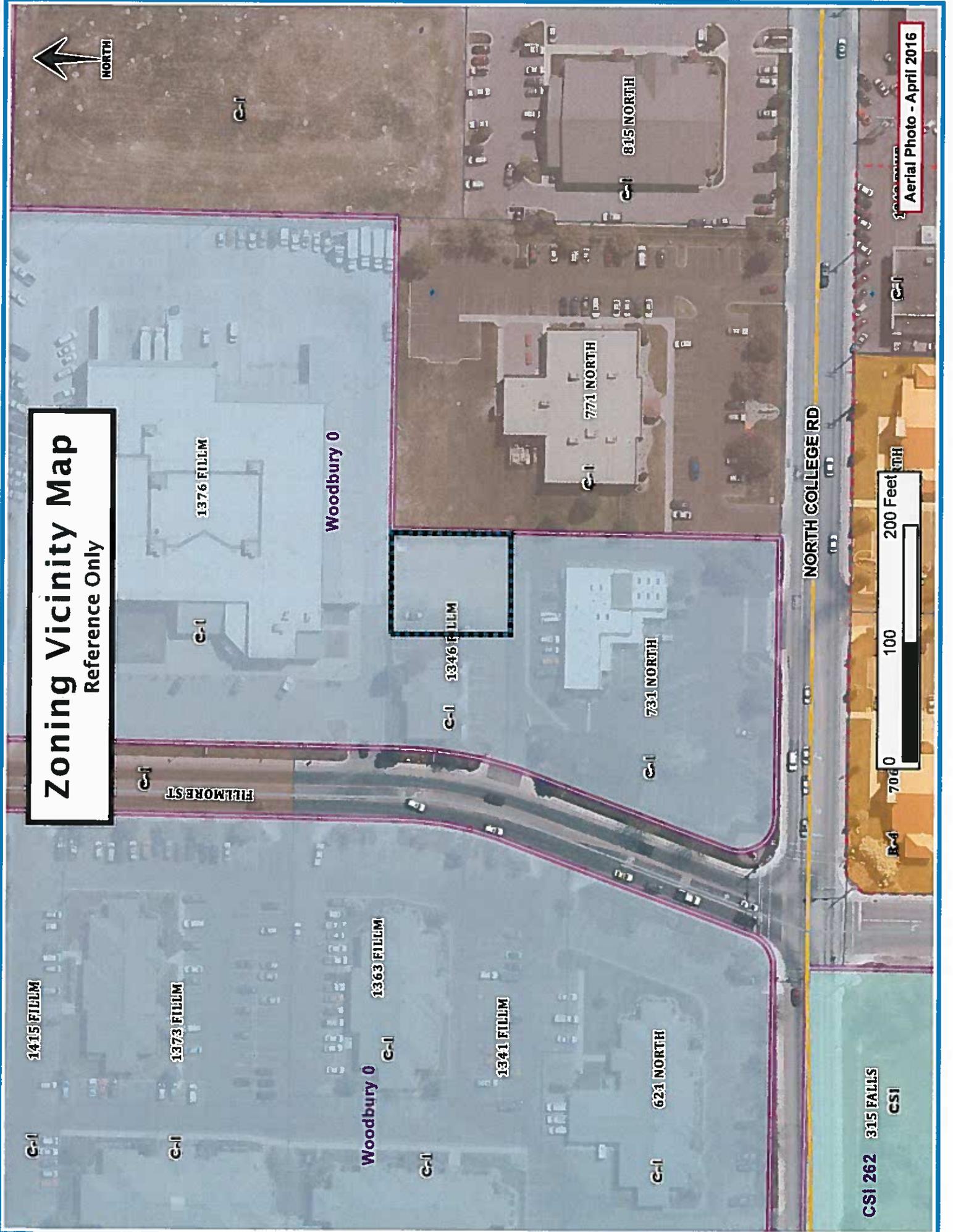
INSTRUMENT NO. STATE OF IDAHO COUNTY OF TWIN FALLS } ss ON THIS DAY OF 2017, AT RECORD IN THE OFFICE OF THE RECORDER OF TWIN FALLS COUNTY, IDAHO AND DULY RECORDED IN PLAT BOOK PAGE, ON THE FOREGOING PLAT WAS FILED FOR EX-OFFICIO RECORDER

DEPUTY EX-OFFICIO RECORDER



Zoning Vicinity Map

Reference Only



Aerial Photo - April 2016

Aerial Photo Map

Reference Only

1376 FILLM

FILMORE ST

1363 FILLM



1346 FILLM

771 NORTH

731 NORTH

0 30 60 Feet



Aerial Photo - April 2016

BRECKENRIDGE FARMS PHASE III SUBDIVISION

LOCATED IN

NE 4, SECTION 4,
TOWNSHIP 10 SOUTH, RANGE 17 EAST,
BOISE MERIDIAN,

AND

A RESUBDIVISION AND RENUMBERING
OF
A PORTION OF LOT 3,
"PHASE 1 PLAT - BRECKENRIDGE FARMS"
TWIN FALLS COUNTY, IDAHO
1995

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEG.	CHORD END.
1	95°00'00"	20.00	31.42	28.78	20.00	S 45°06'41"E	P
2	38°09'33"	152.18	152.18	79.55	79.55	S 13°13'27"E	S
3	36°20'15"	120.00	82.39	20.72	48.89	S 18°33'56"E	S
4	88°49'19"	30.00	46.51	41.99	79.39	N 45°26'40"E	N
5	93°55'04"	570.00	95.40	25.32	47.78	N 85°33'47"E	N
6	110°00'00"	300.00	57.60	49.15	48.94	N 34°28'57"W	N
7	119°29'15"	330.00	112.24	111.70	55.67	N 10°45'35"E	N
8	18°35'23"	230.00	74.89	74.50	32.75	S 08°28'02"E	S
9	19°39'10"	236.00	78.29	77.92	35.53	S 28°33'00"E	S
10	90°00'00"	20.00	31.42	28.78	20.00	N 44°31'19"E	N
11	90°00'00"	20.00	31.42	28.78	20.00	N 44°31'19"E	N
12	19°29'15"	300.00	102.04	101.55	51.22	N 17°46'38"E	N
13	38°09'33"	200.00	133.70	130.75	59.18	S 19°13'27"E	S
14	51°50'27"	200.00	180.96	174.85	97.20	S 64°13'27"E	S
15	39°20'18"	150.00	102.99	100.88	58.62	N 18°36'09"W	N
16	83°14'55"	60.00	92.42	83.55	58.70	S 45°00'24"W	S

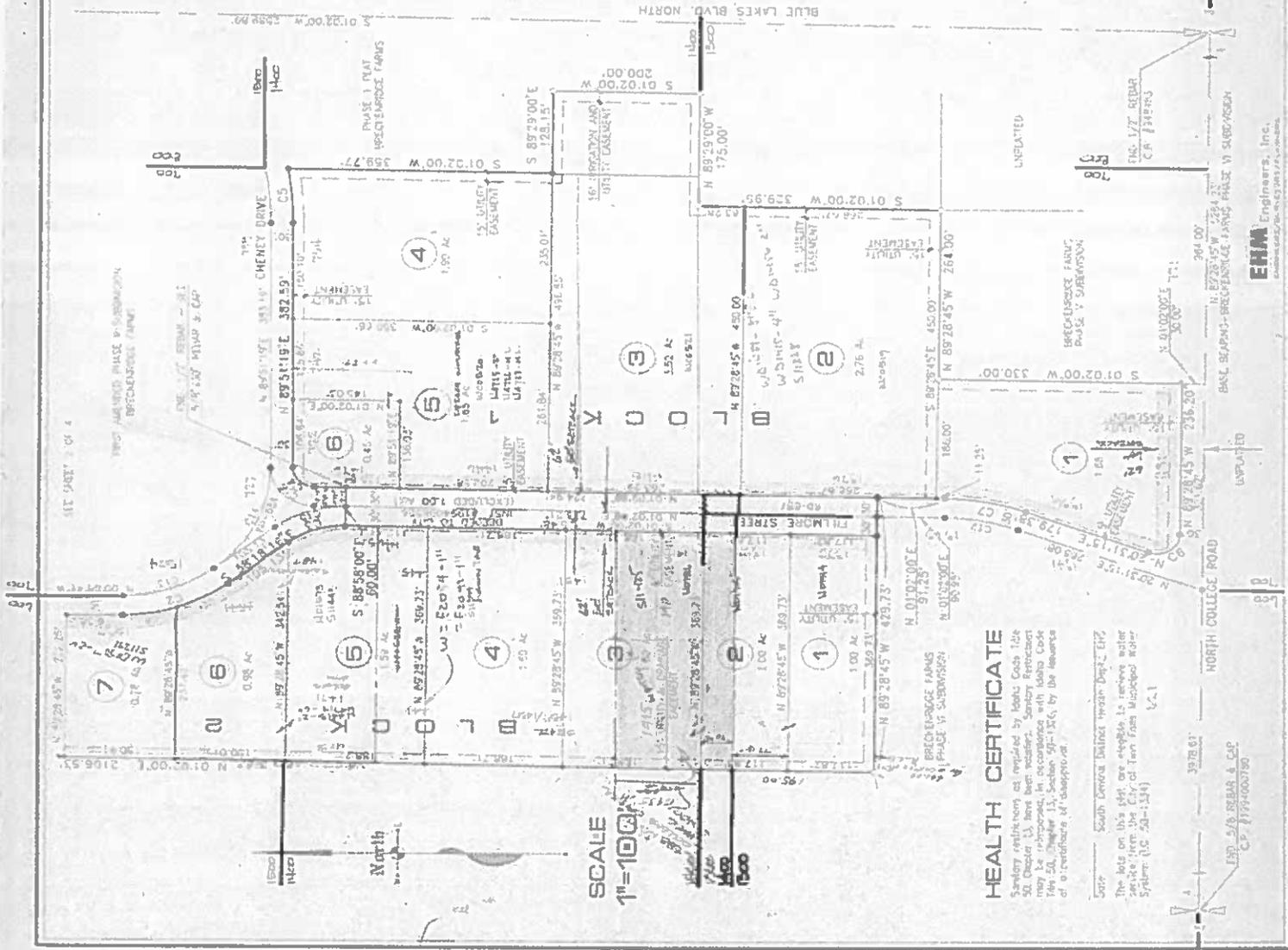
LEGEND

- SUBDIVISION BOUNDARY LINE
- SECTION LINE
- 1/4 SECTION LINE
- EASEMENT LINE
- LOT LINE
- SET 9/8" REBAR & CAP
- SET 1/2" REBAR & CAP
- SET BRASS CAP IN CORNER - "X" MARK POINT
- FOUND 5/8" REBAR & CAP
- FOUND 1/2" REBAR & CAP
- FOUND ANGLE CAP



VICINITY SKETCH

BRECKENRIDGE FARMS #3



SCALE
1"=100'

HEALTH CERTIFICATE

Sanitary facilities as required by Idaho Code Title 50, Chapter 13, have been installed. Sanitary Protection may be incorporated, in accordance with Idaho Code Title 50, Chapter 13, Section 50-13-6, by the removal of a structure, if appropriate.

Note: South Central District Water Dept. - E12
The job on this plat, as depicted, is to receive water from the City of Twin Falls through a water system (IC 50-13-14)

ERM Engineers, Inc.
Professional Seal No. 6452 (08/15/2018)

Staff Presentation:

Planner I Spendlove reviewed the request on the overhead and stated this property has been zoned C-1 PUD under the Woodbury PUD agreement since May 1990. The Breckenridge Farms #3 Subdivision took place in 1995. According to county parcel records the office building currently on the property was built in 1997. Sometime prior to 2007, the northern portion of Lot 1 was "split" and sold to a separate owner.

The applicant is requesting a re-plat of parcel RPT0354001001A, a portion of Lot 1, Block 1, of Breckenridge Farms Subdivision Phase 3. The property currently has developed access off of Fillmore St. A cross use agreement between the current office building and the future building has been executed.

The proposed subdivision complies with the applicable City Codes found in Title 10 Chapter 12: Subdivision Regulations, and the Woodbury PUD, as to lot size, access, and other applicable codes and regulations.

Staff recommends the Commission approve the preliminary plat of the LeMoyné Subdivision, 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 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 or change of use of the property.

Public Hearing: Opened and Closed Without Public Comments

Deliberations Followed: Without Concerns

Motion:

Commissioner Munoz made a motion to approve the request, as presented, with staff recommendations. Commissioner Musset 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 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 or change of use of the property.



MINUTES
TWIN FALLS CITY PLANNING & ZONING COMMISSION
December 13, 2016 6:00 PM
City Council Chambers
305 3rd Avenue East Twin Falls, ID 83301

PLANNING & ZONING COMMISSION MEMBERS

CITY LIMITS:

Danielle Dawson Tom Frank Kevin Grey Gerardo "Tato" Muñoz Ed Musser Christopher Reid Jolinda Tatum
Chairman Vice-Chairman

AREA OF IMPACT:

Ryan Higley Steve Woods

ATTENDANCE

CITY LIMIT MEMBERS

PRESENT

Dawson
Frank
Grey
Muñoz
Musser
Reid

ABSENT

AREA OF IMPACT MEMBERS

PRESENT

Higley
Woods

ABSENT

Tatum

CITY STAFF: Carraway-Johnson, O'Connor, Spendlove, Strickland, Vitek, Wonderlich

I. CALL MEETING TO ORDER:

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

II. CONSENT CALENDAR:

1. Approval of Minutes from the following meeting(s): **November 8, 2016 PH**
2. Approval of Findings of Fact and Conclusions of Law:
 - Elison (SUP 11-08-16) • Oasis Stop N Go (SUP 11-08-16) • Oasis Stop N Go (SUP 11-08-16)

Motion:

Commissioner Reid made a motion to approve the consent calendar, as presented. Commissioner Grey seconded the motion.

Unanimously Approved

III. ITEMS OF CONSIDERATION:

1. Request for consideration of the Preliminary Plat LeMoyné Subdivision, A PUD, consisting of 2 lots and .44 acres (+/-) located on the north side of North College Road and east side of Fillmore Street c/o Tim Vawser/EHM Engineers, Inc.

Applicant Presentation:

Tim Vawser, EHM Engineers, Inc. representing the applicant stated this property is Lot 1 Blk 1 of Breckenridge Subdivision, phase 3. There is a large parcel that has always been maintained for future growth. A building permit could be completed to construct another building on this lot, however the applicant has someone interested in purchasing the property for themselves to construct a building. This would be an infill project completing the development.

Staff Presentation:

Planner I Spendlove reviewed the request on the overhead and stated this property has been zoned C-1 PUD under the Woodbury PUD agreement since May 1990. The Breckenridge Farms #3 Subdivision took place in 1995. According to county parcel records the office building currently on the property was built in 1997. Sometime prior to 2007, the northern portion of Lot 1 was "split" and sold to a separate owner.

The applicant is requesting a re-plat of parcel RPT0354001001A, a portion of Lot 1, Block 1, of Breckenridge Farms Subdivision Phase 3. The property currently has developed access off of Fillmore St. A cross use agreement between the current office building and the future building has been executed.

The proposed subdivision complies with the applicable City Codes found in Title 10 Chapter 12: Subdivision Regulations, and the Woodbury PUD, as to lot size, access, and other applicable codes and regulations.

Staff recommends the Commission approve the preliminary plat of the LeMoyne Subdivision, 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 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 or change of use of the property.

Public Hearing: Opened and Closed Without Public Comments

Deliberations Followed: Without Concerns

Motion:

Commissioner Munoz made a motion to approve the request, as presented, with staff recommendations. Commissioner Musset 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 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 or change of use of the property.



Public Hearing: **MONDAY January 23, 2017**

To: Honorable Mayor and City Council

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

ITEM I-

Request: Request for consideration of the **Final Plat** Westpark Commercial Subdivision No. 10, consisting of 1 lot and 2.14 acres (+/-) located on the north side of Pole Line Road and east side of Washington Street North. c/o EHM Engineers, Inc.

Time Estimate:

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

Background:

Applicant:	Status: Property Owner	Size: 2.18(+/-) acres
Westpark Partners, LLC c/o Gerald Martens 621 N. College Rd, Ste 100 Twin Falls, Idaho 83301 208-734-4888 208-420-2461cell gmartens@ehminc.com	Current Zoning: C-1 PUD	Requested Zoning: Approval of a final plat
	Comprehensive Plan: Commercial – Retail	Lot Count: 1 lot
	Existing Land Use: undeveloped	Proposed Land Use: Commercial
Representative:	Zoning Designations & Surrounding Land Use(s)	
	North: C-1 PUD; Bach Storage, mini storage units	East: C-1 PUD; undeveloped
	South: C-1 PUD; Walgreen's	West: C-1 PUD; Fairfield Inn, Washington St N, R-2; Residential, Los Lagos
	Applicable Regulations: 10-1-4, 10-1-5, 10-4-8, 10-6-1, 10-7-6, 10-11-1 through 9, 10-12-2.3, Northbridge PUD & Northbridge #2 PUD	

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 Council may approve, conditionally approve, deny or table for additional information when acting on the final plat. If tabled, approval or denial shall occur at the regular meeting following the meeting at which the plat is first considered by the Council. The action and the reasons for such action shall be stated in writing by the Administrator and forwarded to the applicant.

Budget Impact:

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

Regulatory Impact:

Upon approval of a preliminary 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.

History:

This area was part of a request for a Comprehensive Plan Map change from residential to commercial and open space and a rezone from R-1-4300 to C-1 PUD and OS, which was reviewed by the Planning and Zoning Commission on February 9, 1993. The Commission recommended approval of the request as a C-1 & R-4 PRO PUD zoning. The request was approved by the City Council on April 19, 1993, with the Commission's recommendations, including the following:

1. Lot 6 at the intersection of Pole Line Road and Washington St N be rezoned R-4 PRO PUD.
2. Accesses to the lots on Pole Line Road to be limited to minimum 660 foot spacing and limited to shared accesses between the lots.
3. Relocate the access between lots 6 & 7 further from Washington St N and access lots 7 through an internal access easement through lot 6.
4. Provide a 44 foot wide public access road along the east side of Lot 1 to serve future development to the north. This is at the 1/2 mile (Harrison St) alignment. Make provisions to delete the approach aligned with the existing Lazy J access upon full development of the Harrison St intersection.
5. Provide a 44 foot wide public north-south access road off Pole Line Road through the C-1 PUD area to the future residential development to the north.
6. Dedicate a 40 foot 1/2 right-of-way on Washington St N and build to a 32 foot wide half arterial section.
7. A landscaped berm required on the west side of Lot 5.
8. Public parking required on Lots 1 & 2 for public access to the Perrine Coulee green belt.

As per condition #1 The PUD rezoned a 4.5 acre parcel, referenced as "Lot 6", located at the northeast corner of Washington St N and Pole Line Road as R-4 PRO.

Westpark Commercial Subdivision, No. 3 was recorded in May 2006. The plat consists of 24 (+/-) acres with 3 commercial lots. Lot 6, Block 2 is 2.98 acres and is located at the northeast corner of Pole Line Road and Washington Street North. Lot 6, Block 2, 2.98 acre lot (+/-), was zoned R-4 PRO PUD. The owner wanted to develop a Walgreens and requested a PUD Modification/rezone of this lot from R-4 PRO PUD to C-1 PUD.

The City Council approved an amendment to the Northbridge PUD on September 24, 2007 rezoning Lot 6, Block 2 Westpark Commercial Subdivision #3-a PUD from R-4 PRO to C-1 PUD. At the time the applicants only owned the 3 acre platted lot, leaving the remaining 1.5 acre parcel to the north zoned R-4 PRO. They purchased the remaining 1.5 acre parcel of Lot 6, Block 2 of West Park Commercial Subdivision #3-a PUD and on July 14, 2008 the City Council approved a PUD Modification of the Northbridge PUD rezoning the remaining 1.5 R-4 PRO zoned parcel to C-1 PUD.

On January 8, 2008 the Commission approved a Special Use Permit to operate a retail business outside the permitted hours of operation of 7:00 am to 10:00 pm, to operate a drive-through facility, and to operate a 32 sf message center sign. The sign code has since been modified, allowing a message center sign without a special use permit.

A Certificate of Occupancy was issued for the new Walgreen's store located on the proposed Lot 1, Block 1 of the Magic Valley Marketplace Subdivision on October 1, 2009.

May 16th, 1994 Council approved the Northbridge #2 PUD Agreement. August 22nd, 2005 the Council approved a PUD modification to the Northbridge #2 PUD to allow a storage unit facility.

On April 23, 2012 there was a Preliminary PUD Presentation on the rezone / PUD request made to the Commission at a public meeting.

In 2013 Westpark Commercial Subdivision #7 and the Westpark Commercial PUD #7 was granted for the development of a Fairfield Inn. The project was completed as approved.

Analysis:

This Preliminary Plat for the Westpark Commercial Subdivision #10, a ZDA includes 1 commercial lot on 2.18 (+/-) acres. Also on the P&Z Public Hearing Agenda this evening the developer is requesting this site to be rezoned to Westpark Commercial #10, a ZDA from C-1 PUD Northbridge PUD and Northbridge #2 PUD to Westpark Commercial #10, a ZDA.

The request is to plat one (1) lot for the development of a hotel up to 55' tall. The site is located west of the Fairfield Inn at 1788 Washington Street North. The property is currently vacant. It is located in Lot 4; Block 2 of the Westpark Commercial Subdivision #3. Part of the lot is covered under the Northbridge PUD and the remainder under the Northbridge #2 PUD. This lot is proposed to be platted and rezoned under a ZDA that shall be consistent with the most restrictive of the Northbridge PUDs. The property to the north is zoned C-1 PUD and developed as Bach Storage. To the east is vacant property that is zoned C-1 PUD. The property to the south is zoned C-1 PUD and is developed as Walgreens. To the west is Washington Street North and property zoned R-4 and R-2 and is mostly developed as the Los Lagos residential subdivision.

The intended use for the Westpark Commercial Subdivision #10 – a ZDA is to allow the commercial development of a hotel up to 55' tall and accessory uses as outright permitted. There is not a minimum lot square footage requirement in the C-1 zone for commercial uses; the lot is required to be of "sufficient size to provide for the building, the required setbacks, off street parking and landscaping". A full review of required improvements will be made by the Building, Planning, Fire and Engineering Departments for full compliance with minimum development standards prior to issuance of any building permits.

On **December 13, 2016** the Planning & Zoning Commission held a public hearing on the Preliminary Plat for the Westpark Commercial #10, a ZDA. Also at that meeting was a public hearing on the rezoning of the property from a C-1 PUD to a C-1 ZDA to allow a 55' tall Hotel. The Commission stated they had concerns the development occurring on the north side of the private drive was causing unsafe pedestrian conditions. The Commission recommended a condition for a Pedestrian Pathway Plan being included in the ZDA. Staff is working with the developer on that plan.

There was no public input for the preliminary plat. Upon conclusion and discussion the Commission unanimously approved the preliminary plat of the Westpark Commercial #10, a ZDA, subject to four (4) 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 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 or change of use of the property.
3. Subject to compliance with a "recorded" ZDA Master Development Agreement, concurrent with approval of the final plat or prior to recordation of the final plat.
4. Subject to the deed being revised in Westpark Commercial Subdivision #3, Lot 4 to exclude this subdivision, if approved.

Conclusion:

Staff recommends the Council approve the final plat of the Westpark Commercial Subdivision #10- a ZDA, as represented, and subject to the following conditions:

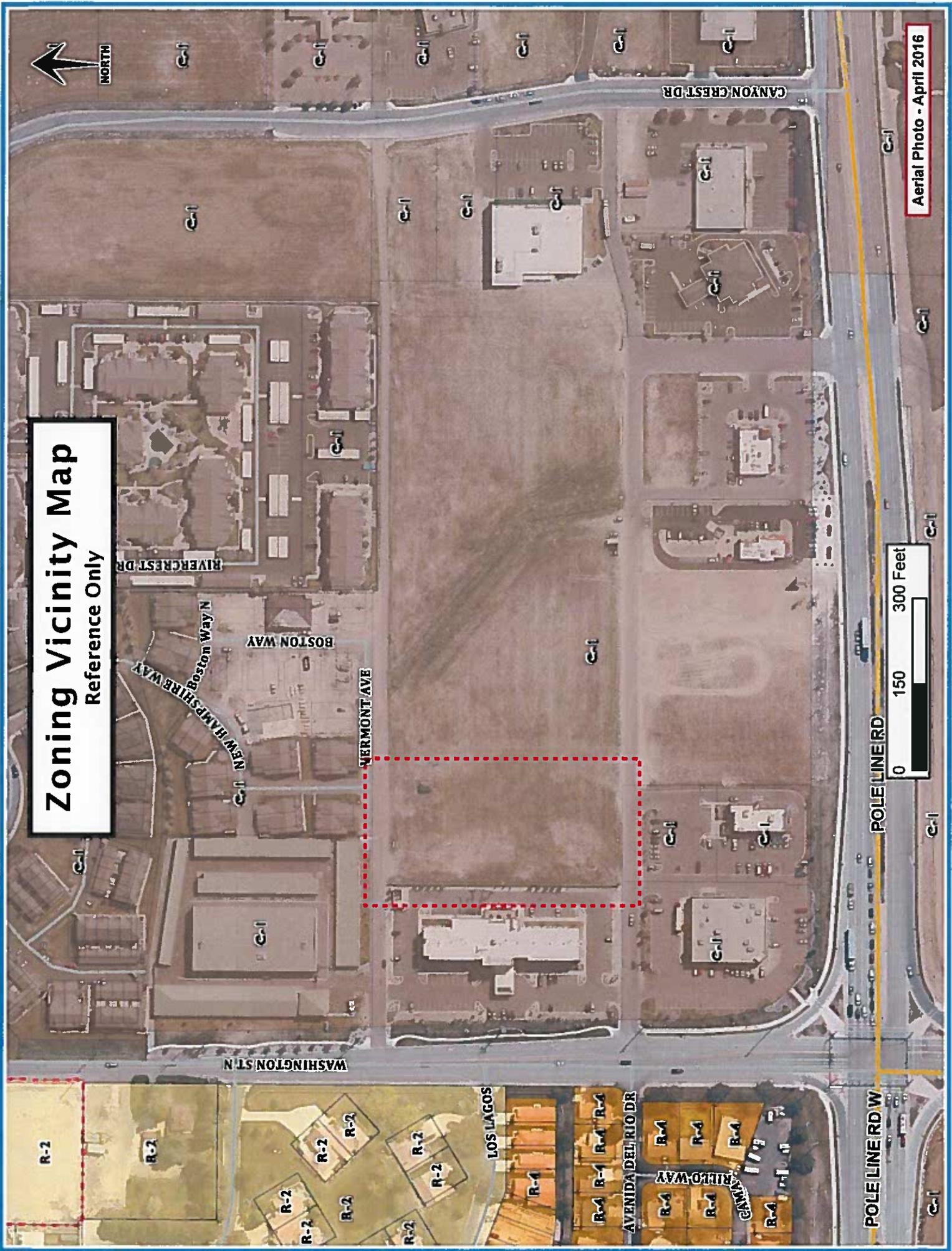
5. Subject to final technical review and amendments as required by Building, Engineering, Fire, and Zoning officials to ensure compliance with all applicable City Code requirements and standards.
6. Subject to arterial and collector streets adjacent and within the property being dedicated to the City of Twin Falls and to be rebuilt or built to current City standards upon development or change of use of the property.
7. Subject to the Ordinance and Zoning Development Agreement, to include a Master Pedestrian Pathway Plan, being recorded prior to development.
8. Subject to an amended Warranty Deed to exclude this subdivision from Lot 4, Westpark Commercial Subdivision #3.

Attachments:

1. Zoning Vicinity Map
2. Aerial Map
3. Preliminary Plat Exhibit
4. Presented Final Plat Exhibit
5. Photos
6. Portion of Dec 13, 2016 Commission minutes

Zoning Vicinity Map

Reference Only



Aerial Photo - April 2016



POLE LINE RD

POLE LINE RD W

CANYON CREST DR

VERMONT AVE

WASHINGTON ST N

LOS LAGOS

AVENIDA DEL RIO DR

RILLRO WAY

RIVERCREST DR

BOSTON WAY

Boston Way N

NEW HAMPSHIRE WAY

Aerial Photo Map

Reference Only

WASHINGTON ST N

NEW HAMPSHIRE WAY
Boston Way N

RIVERGREST DR

BOSTON WAY

VERMONT AVE

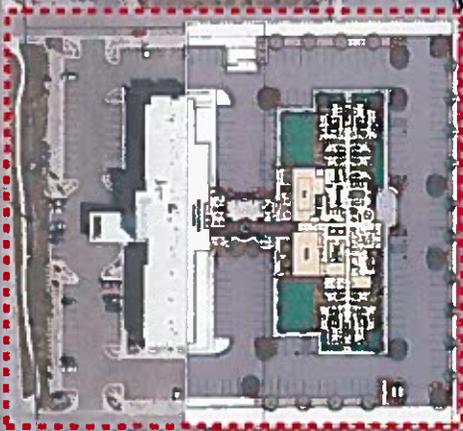
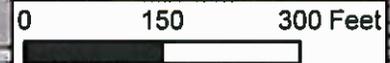
LOS LAGOS

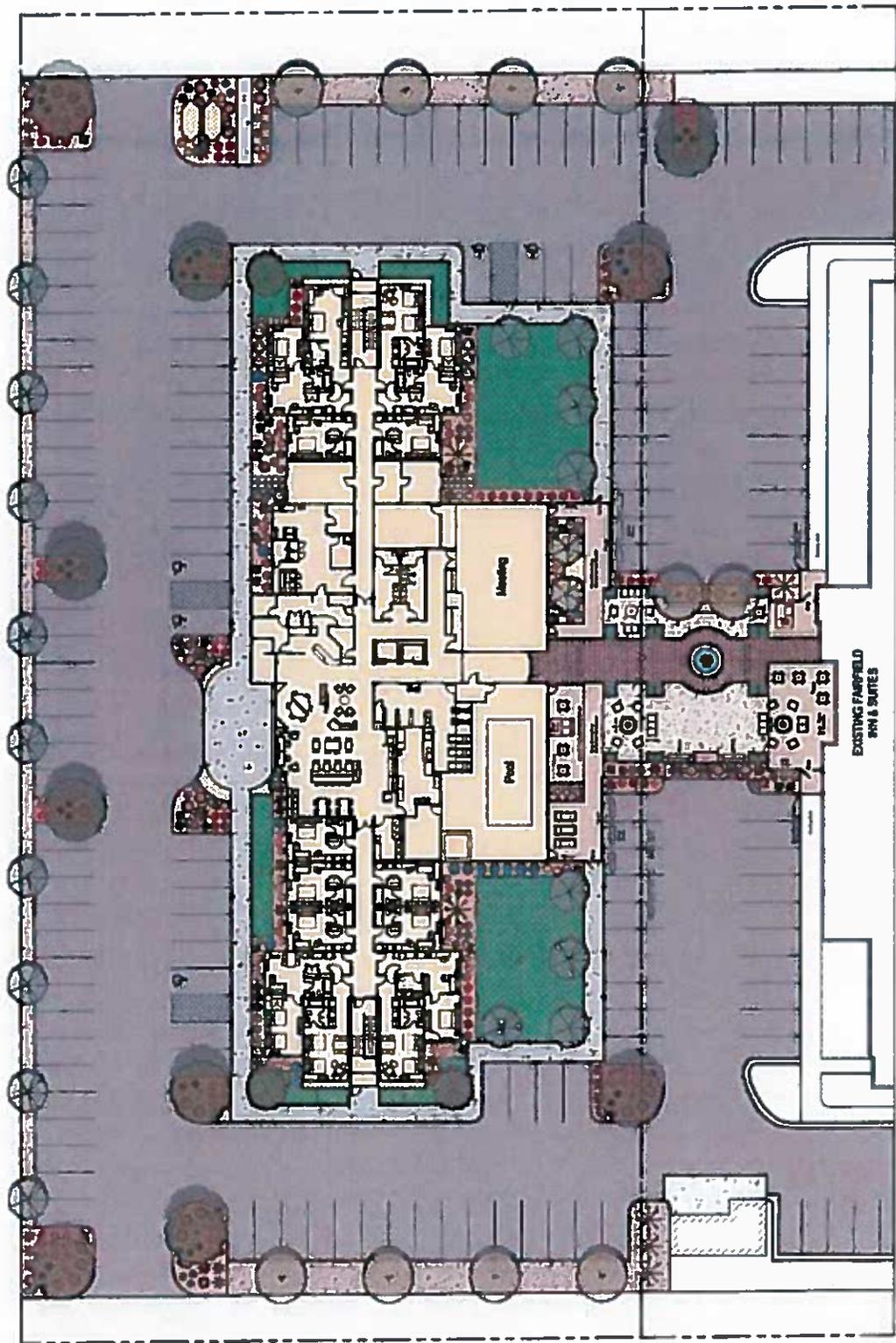
AVENIDA DEL RIO DR

CAMARILLO WAY

POLE LINE RD W

POLE LINE RD





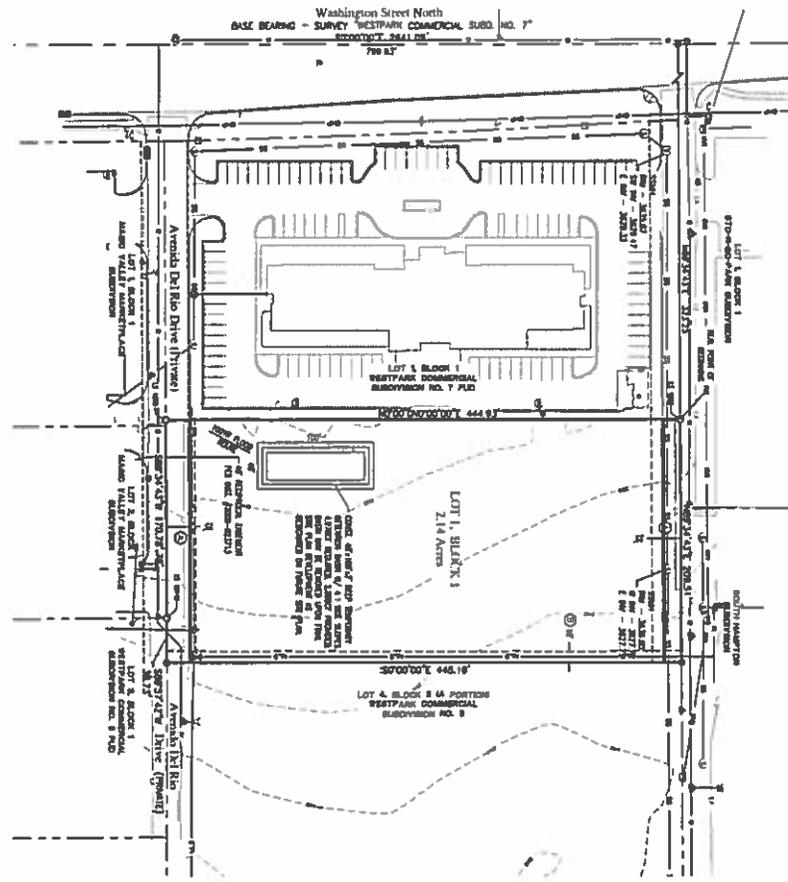
Marriott TownePlace Suites

Twin Falls, Idaho

For Penbridge Capital
Engle, Idaho

WESTPARK COMMERCIAL SUBDIVISION NO. 10
A PLANNED UNIT DEVELOPMENT

Located in
Lot 4, Block 2
WESTPARK COMMERCIAL SUBDIVISION NO. 3
SW 4 SW 33, Section 33
Township 9 South, Range 17 East Boise Meridian
Twin Falls County, Idaho
2016



Easement Key

- ① WORKING ACCESS EASEMENT
- ② EASEMENT FOR PUBLIC UTILITIES
- ③ EASEMENT FOR PUBLIC UTILITIES

Vicinity Map



Drainage Calculations:

Drainage Area	Runoff Coefficient	Runoff
Lot 1, Block 1	0.40	1.00
Lot 4, Block 2	0.40	1.00
Other	0.40	1.00
Total	0.40	3.00

Design Data:

Project Name	Project Location	Project Size	Project Type
Westpark Commercial Subdivision No. 10	Lot 4, Block 2	14 Portions	Commercial
Westpark Commercial Subdivision No. 3	SW 4 SW 33	Section 33	Commercial

Legend:

Symbol	Description
—	Proposed
---	Existing
⊕	Proposed
⊖	Existing

PRELIMINARY PLAT for
WESTPARK COMMERCIAL SUBD. NO. 10
TWIN FALLS, IDAHO

EHM Engineers, Inc.
ENGINEERS • SURVEYORS • PLANNERS
621 North College Road, Suite 100 Twin Falls, Idaho 83301
p (208) 734-8888 fax (208) 734-8049 web: ehm.com

WESTPARK COMMERCIAL SUBDIVISION NO. 10 A ZONING DEVELOPMENT AGREEMENT

Located In
A Portion of
Lot 4, Block 2
WESTPARK COMMERCIAL
SUBDIVISION NO. 3

In
SW 4 SW 4, Section 33
Township 9 South, Range 17 East Boise Meridian
Twin Falls County, Idaho
2017

Legend

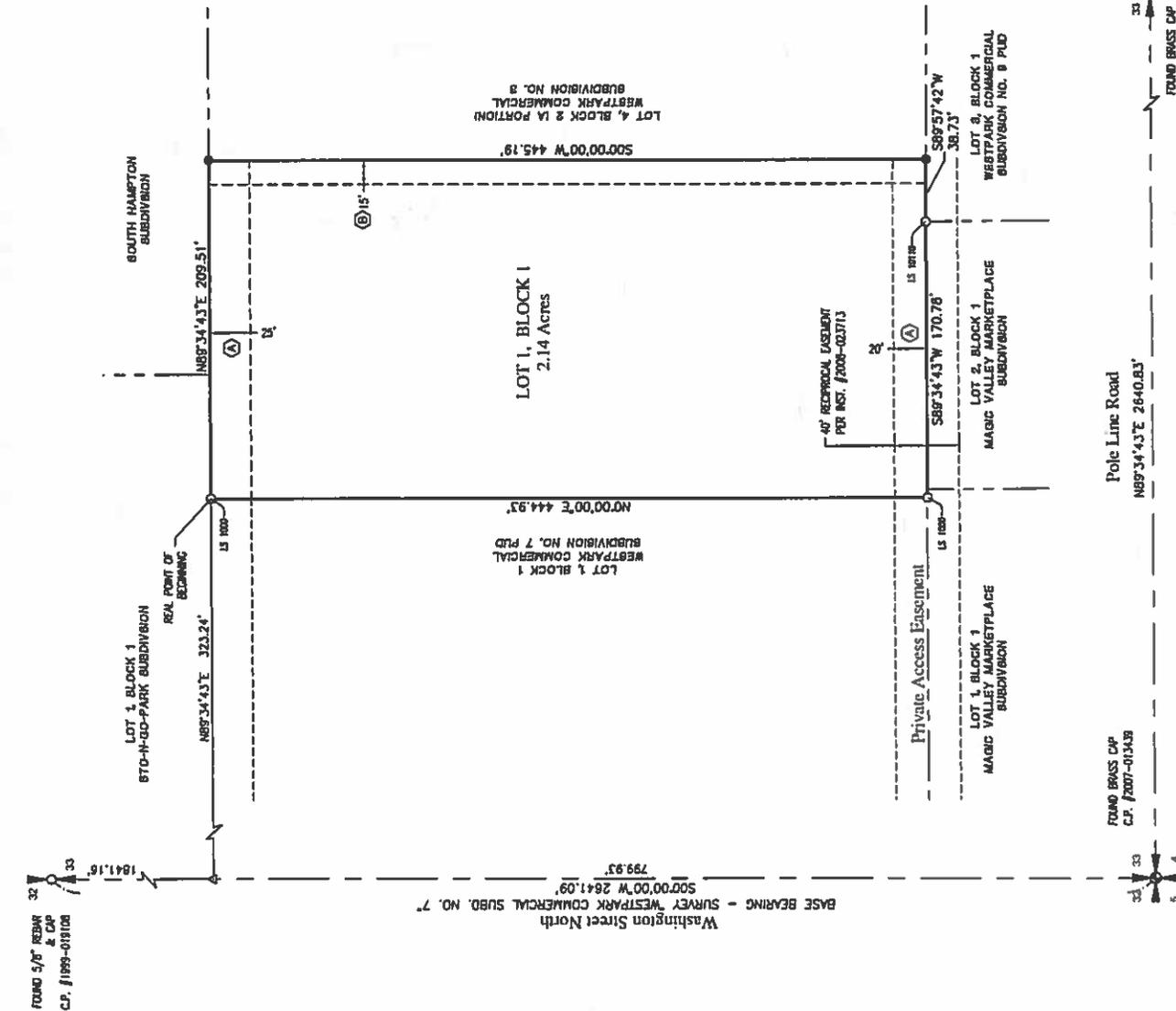
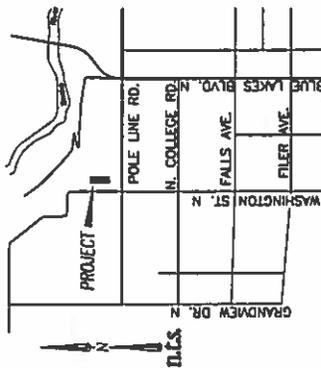
- SURVEY BOUNDARY LINE
- SECTION LINE
- EASEMENT LINE
- ADJACENT PROPERTY LINE
- CALCULATED POINT (NOT SET)
- FOUND BRASS CAP
- FOUND 5/8" REBAR (AS NOTED)
- FOUND 1/2" REBAR (AS NOTED)
- SET 5/8" x 24" REBAR & CAP - LS 10110

Easement Key

- VEHICULAR ACCESS, UTILITY AND DRAINAGE EASEMENT
- UTILITY, PARKING, LANDSCAPING, FENCE, IRRIGATION AND MAINTENANCE FACILITY EASEMENT

Survey References

- #2015-017292
- #2013-016471
- #2010-000491
- #2007-014284
- #2007-010452
- #2006-011844



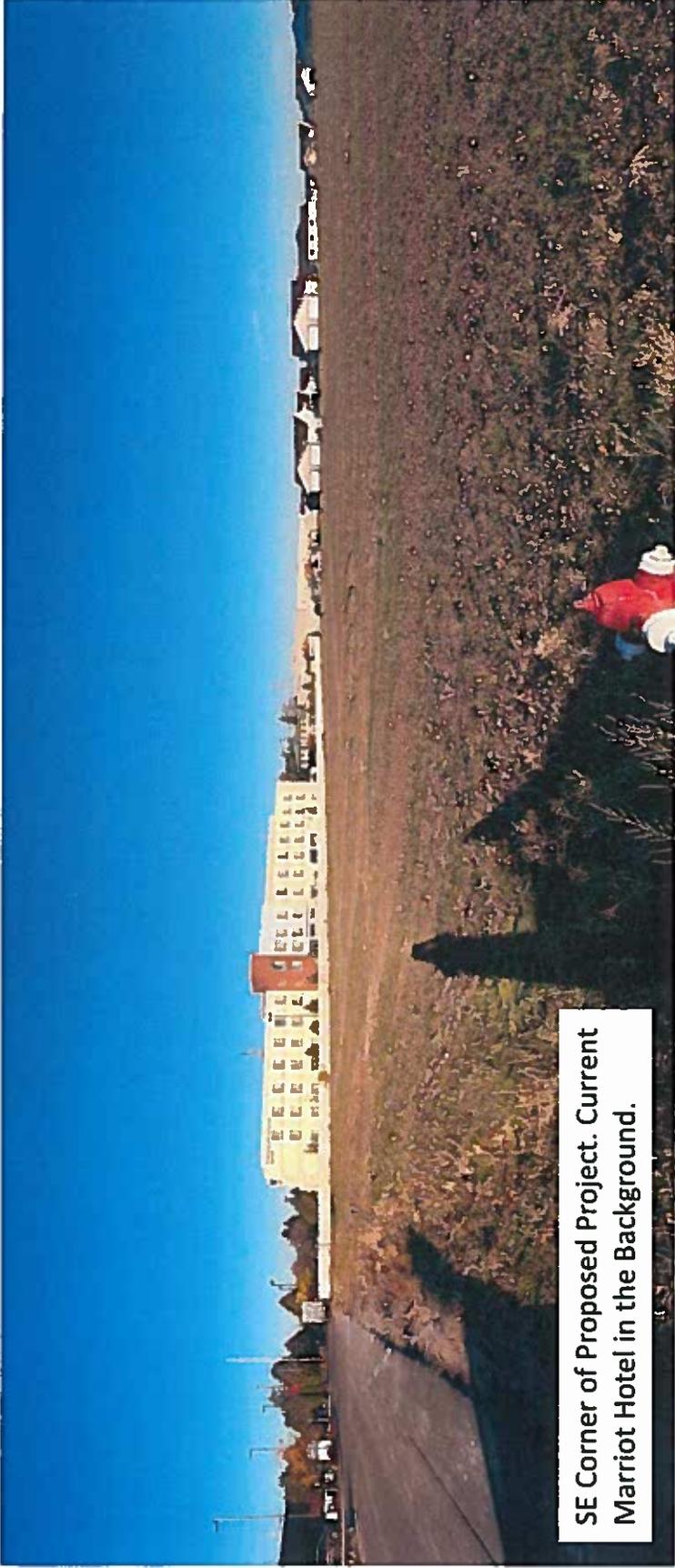
Health Certificate

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED BASED ON THE STATE OF IDAHO, DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SAISFACTORY 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 THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OF MEET OTHER CONDITIONS OF RESTRICTIONS, RESTRICTIONS MAY BE IMPOSED. IN CONSTRUCTION OF THIS PROJECT, THE DEVELOPER SHALL OBTAIN A HEALTH CERTIFICATE OF DISAPPROVAL AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

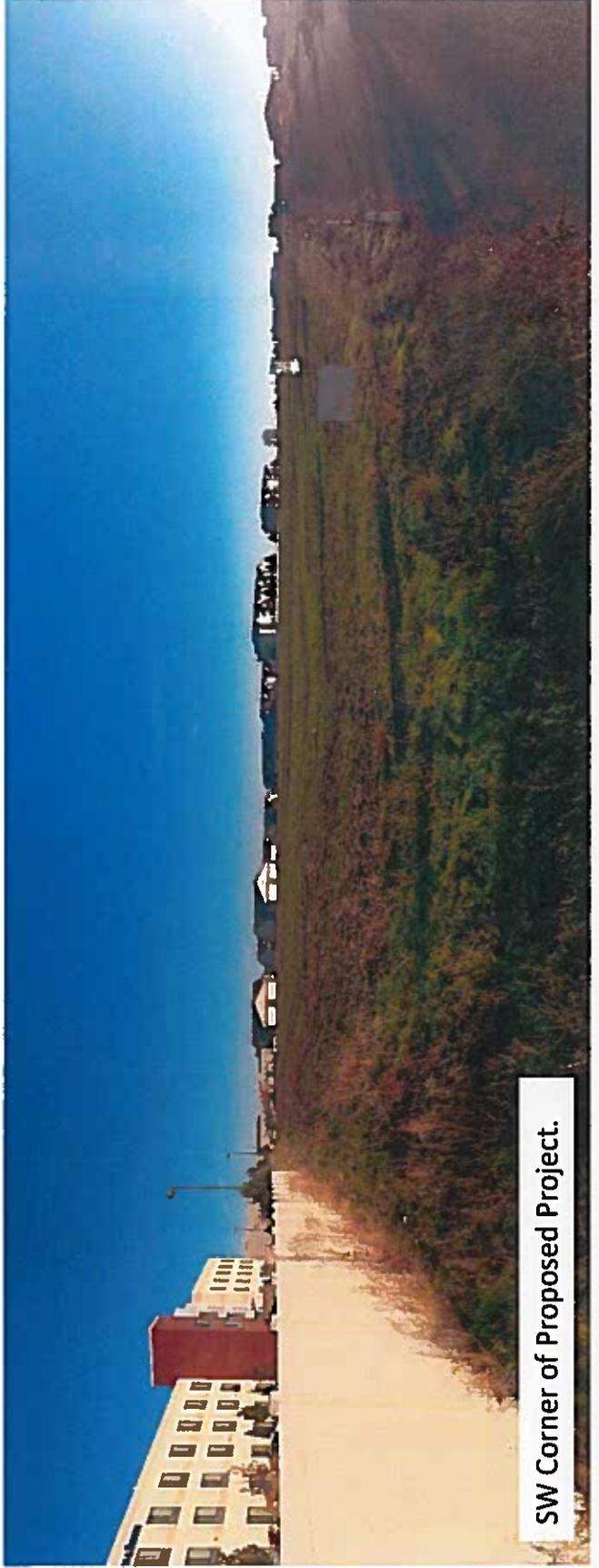
DISTRICT HEALTH DEPARTMENT, ENS

DATE

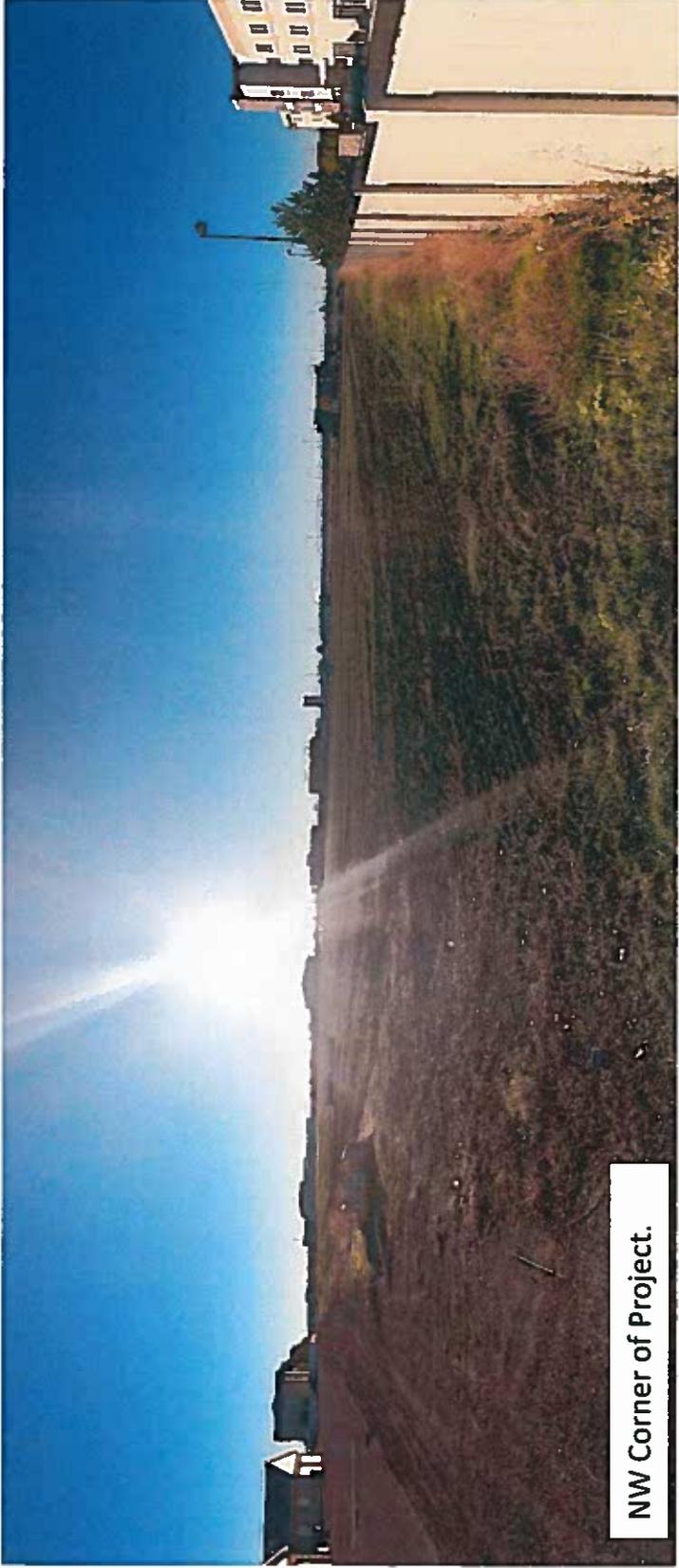




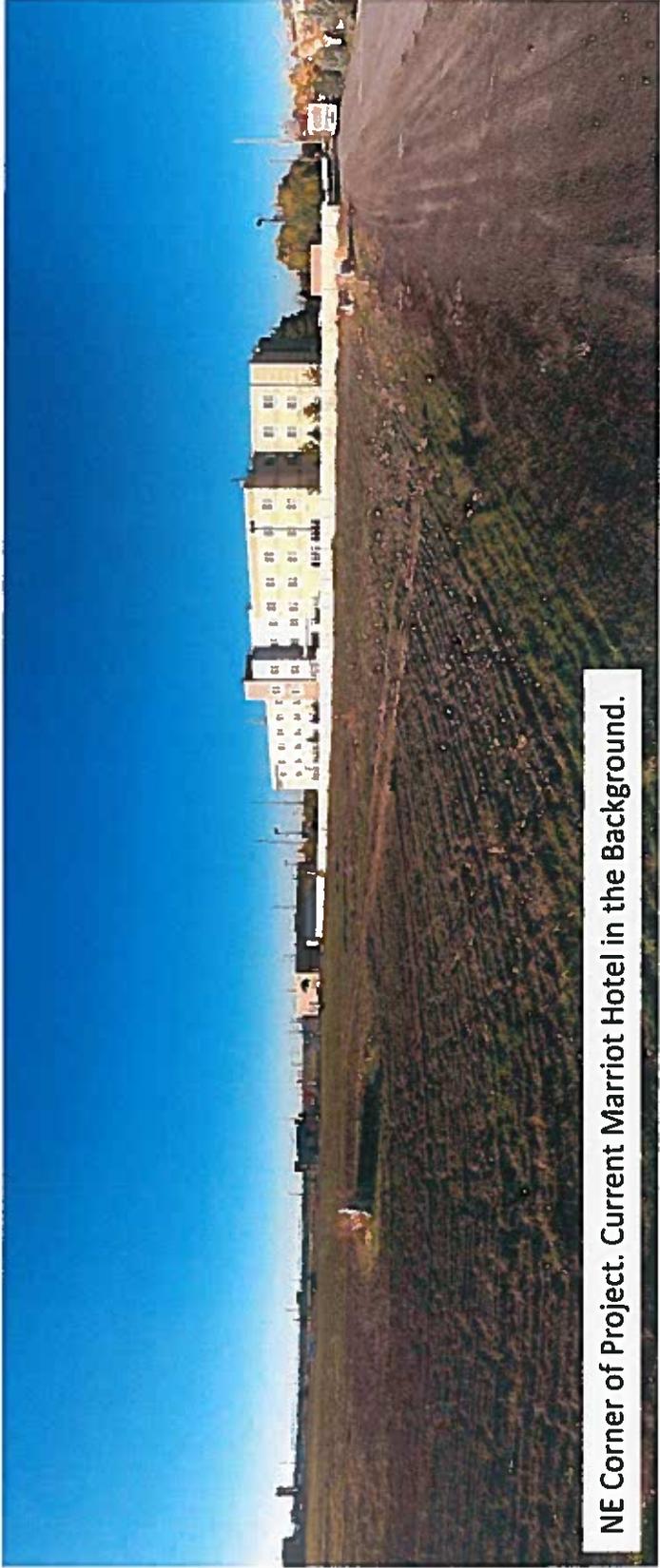
SE Corner of Proposed Project. Current Marriot Hotel in the Background.



SW Corner of Proposed Project.



NW Corner of Project.



NE Corner of Project. Current Marriot Hotel in the Background.

Staff Presentation:

Planner I Spendlove reviewed the request on the overhead summarizing the history and stated that property is a portion of a large parcel that has been platted as businesses have come through for development. This is just another preliminary plat designed for a single user.

This Preliminary Plat is for the Westpark Commercial Subdivision #10, a ZDA includes 1 commercial lot on 2.18 (+/-) acres. Also on the P&Z Public Hearing Agenda this evening the developer is requesting this site to be rezoned to Westpark Commercial #10, a ZDA from C-1 PUD Northbridge PUD and Northbridge #2 PUD to Westpark Commercial #10, a ZDA.

The request is to plat one (1) lot for the development of a hotel up to 55' tall. The site is located east of the Fairfield Inn at 1788 Washington Street North. The property is currently undeveloped. It is located in Lot 4; Block 2 of the Westpark Commercial Subdivision #3. The lot is covered under the Northbridge PUD. This lot is proposed to be platted and rezoned under a ZDA that shall be consistent with the most restrictive of the Northbridge PUDs. The property to the north is zoned C-1 PUD and developed as Bach Storage. To the east is undeveloped property that is zoned C-1 PUD. The property to the south is zoned C-1 PUD and is developed as Walgreens, Culver's and Popeye's. To the west is Washington Street North and property zoned R-4 and R-2 and is mostly developed as the Villa Del Rio and the Los Lagos residential subdivisions.

The intended use for the Westpark Commercial Subdivision #10 – a ZDA is to allow the commercial development of a hotel up to 55' tall and accessory uses as outright permitted. There is not a minimum lot square footage requirement in the C-1 zone for commercial uses; the lot is required to be of "sufficient size to provide for the building, the required setbacks, off street parking and landscaping". A full review of required improvements will be made by the Building, Planning, Fire and Engineering Departments for full compliance with minimum development standards prior to issuance of any building permits.

Planner I Spendlove stated upon conclusion staff recommends the Commission approve the preliminary plat of the Westpark Commercial Subdivision #10- a ZDA, 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 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 or change of use of the property.
3. Subject to compliance with a "recorded" ZDA Master Development Agreement, concurrent with approval of the final plat or prior to recordation of the final plat.
4. Subject to the deed being revised in Westpark Commercial Subdivision #3, Lot 4 to exclude this subdivision, if approved.

PZ Questions/Comments:

- ❖ Commissioner Grey asked about pedestrian walkways and the impacts to the streets in this area.
- ❖ Planner I Spendlove explained there is not a code requirement or standard for a platted pedestrian walkway along private drives, however there may be a condition added to the ZDA.
- ❖ Assistant City Engineer Vitek explained he doesn't have any recourse for pedestrian walkways along private drives through the platting process, however staff does encourage that a pedestrian walkway or path be incorporated to assist people walking throughout the development or accessing the trail.

Public Hearing: Opened and Closed Without Public Comments

Deliberations Followed:

Commissioner Munoz explained he does understand the concerns for a walkway for pedestrians to access the businesses located in this area but also understands there is nothing in code that would make it a requirement along private drives through the platting of the property.

Motion:

Commissioner Reid made a motion to approve the request, as presented, with staff recommendations. Commissioner Grey 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 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 or change of use of the property.
3. Subject to compliance with a "recorded" ZDA Master Development Agreement, concurrent with approval of the final plat or prior to recordation of the final plat.
4. Subject to the deed being revised in Westpark Commercial Subdivision #3, Lot 4 to exclude this subdivision, if approved.

IV. PUBLIC HEARINGS:

1. *Request for the Commission's recommendation on the Zoning District Change and Zoning Map Amendment for 2.14 (+/-) acres from C-1 PUD to C-1 ZDA to develop a Hotel and accessory uses with a maximum building height of 55' on property located east of 1788 Washington Street North. c/o Gerald Martens on behalf of Westpark Partners, LLC (app. 2826)*

Applicant Presentation:

Gerald Martens, representing Westpark Partners, LLC, stated this request is to rezone the property to allow for a 55' tall hotel. He explained that he will work with the developer of those properties to provide a designated pedestrian plan and safe means for people to walk in this area. They will work with staff to identify some crossing areas that can be striped and signed.

Staff Presentation:

Planner I Spendlove reviewed the request on the overhead and stated this is a request for a Zoning District Change and Zoning Map Amendment from C-1 PUD to C-1 ZDA for 2.14 (+/-) acres to allow a commercial development of a hotel and accessory uses that may be a maximum of 55' tall on property located east of the Fairfield Inn, 1788 Washington Street North.

Per City Code 10-6: Zoning Development Agreements:

The applicant shall provide a proposed zoning development agreement containing development requirement criteria for the project. This criterion may include, building heights, land uses, parking requirements, pathways, and other items.

The applicant shall also provide a Conceptual Master Development Plan that illustrates the criteria outlined in the proposed zoning development agreement.

The applicant has provided a draft of the Zoning Development Agreement and the Master Development Plan. These plans indicate the underlying Zoning District to be C-1: Commercial Highway. The document indicates a few variations from that Base C-1 Zoning District such as a hotel as a permitted use and a maximum height of 55'.

Per City Code 10-4-8: C-1: Commercial Highway District:

Motels and transient hotels require a special use permit. The applicant proposes these Land Uses to be permitted. The Max building height is listed as 50', with a provision to allow greater height through a public hearing process. The Northbridge PUD limits building heights to 35'. The applicant proposes the maximum height be raised to 55', with no additional public hearing process, other than the process we are going through with this current application.

No other variations from current City Code are being sought with this application.

The typical impacts of a Hotel include increased vehicular trips to the area, light and noise from the daily operations of the business. The light and noise of the operations are most likely to be felt on the northern portion of the property. The homes on the west side of Washington will be shielded by the hotel currently constructed on the site. The residential area to the north will be in close proximity to this development and there will be some ambient noise and light intrusion.

The increase in vehicular trips to the area is expected. A vast majority of the trips will take place on Washington Street North and Pole Line Road. With both these roadways being designated and constructed to Arterial Standards, it is not expected this project will create a great burden on the road system in the area.

The commission should review all the possible impacts, and provide appropriate mitigating conditions.

Planner I Spendlove stated upon conclusion should the Commission recommend approval of the request, as presented, staff recommends the following conditions:

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards.

PZ Questions/Comments:

- ❖ Commissioner Reid asked about the height of the Fairfield Inn to the west of this proposed site.
- ❖ Planner I Spendlove explained he doesn't know the exact height however this building will be taller.

Public Hearing: [Opened and Closed Without Public Comments](#)

Deliberations Followed:

- ❖ Commissioner Higley agreed with Commissioner Grey about the pedestrian pathway, even though it is private through this area it is being developed as if it were public. It is nice to see that the applicant is willing to work with the city to address this issue.
- ❖ Commissioner Frank stated that people are going to want to walk around throughout this area so it is a concern.
- ❖ Commissioner Grey thanked the applicant as well for his cooperation and asked that staff read into the record the proposed amendment to the conditions.

- ❖ Planner I Spendlove stated the amendment would read as follows: "subject to a master pedestrian pathway plan for the entire undeveloped area between Washington Street North and Canyon Crest Drive to be approved by City Staff.
- ❖ Commissioner Grey asked if this would encompass all of the property.
- ❖ Planner I Spendlove explained that it would include the undeveloped property once the property has sold the developer would not have the ability to go back and impose these requirements.
- ❖ Commissioner Munoz stated he would be more concerned with the height if it were closer to the rim. The extra height is a good way to maximize land use without spreading out development.

Motion:

Commissioner Grey made a motion to recommend approval of the request to City Council, as presented, with staff recommendations and as amended. Commissioner Dawson seconded the motion. All members present voted in favor of the motion.

Recommended for Approval to City Council, As Presented, With the Following Conditions

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards.
2. Subject to a Master Pedestrian Pathway Plan for the entire undeveloped area between Washington Street North and Canyon Crest Drive being approved by City Staff.

Scheduled for City Council Public Hearing January 9, 2017



Date January 23, 2017 City Council Meeting

To: Honorable Mayor and City Council

From: Sharon Bryan, Deputy City Clerk

Request: Approval of a Beer and Wine License for Wesley Don Overlin dba Stormy's, 201 Hansen Street East

Time: Consent Calendar

Background: Application to sell off premise beer.

Budget Impact: N/A

Regulatory Impact: City and State Code Compliance

Conclusion: Staff recommends approval of the license.

Attachments: License Application.



City of Twin Falls
103 Main Avenue East
P.O. Box 1907
Twin Falls, Idaho 83303

Print Form

Alcohol License

Please attach a copy of your state license

Business Name: Stormy's Wesley Don Overlin State License # 21165

Doing Business As: Stormy's

Physical Address: 201 Hansen St. east City, State, Zip Twin Falls ID 83301

Legal Description of Place of Business Lot _____ Block X Subdivision _____

Mailing Address: Same City, State, Zip: _____

Contact Person: Wes Overlin Phone # 208-421-7361

Beer: Bottled for consumption off the premises only (\$ 50.00)

Bottled for consumption on premises (\$150.00)

Bottled for Draught for consumption on premises (\$200.00)

Wine: Retail Sales for consumption off premises only (\$200.00)

Wine by the Drink for consumption on premises only (\$200.00)

Liquor: Liquor license & fees cover wine license and fees (\$562.50)

License expires June 30th

Total Fee \$ 50.⁰⁰

Applicant is an: Individual Partnership Corporation

If a partnership, name all partners:

Name: Wes Overlin

Name: _____

Name: _____

If a corporation or association, name all officers:

Name: _____

Title: _____

Name: _____

Title: _____

Name: _____

Title: _____

Name: _____

Title: _____

Date of incorporation or organization: _____ Place of incorporation or organization: _____

Principal place of business in Idaho: Twin Falls

Owner of premises: Ron Nelson

Name of person who will manage business of selling beer at retail: _____

(If a partnership, all partners must sign)

Signature of applicant Wes Overlin Wes Overlin

Name: Wes Overlin

Birth date: 

Signature of applicant _____

Name: _____

Birth date: _____

Signature of applicant _____

Name: _____

Birth date: _____

Signature of applicant _____

Name: _____

Birth date: _____

Subscribed and sworn to before me this 18th day of January, 2017

Kathleen A. Touchette

Notary Public for Idaho

Residing at: _____

Notary Expiration Date: _____



For Questions call 208-735-7245 [Click here for the City Code \(Title 3 then Chapter 18.01\)](#)

Return completed form to: Deputy City Clerk, City of Twin Falls, 103 Main Ave. East, Twin Falls, ID 83301

CITY STAFF USE ONLY:

Approvals:

Planning and Zoning: Yes No

Comments: *see attached*

Police Department: Yes No

Comments: *PK - staff sergeant chuck mcgovern 1-19-17*

City Clerk: Yes No

Comments:

Sharon Bryan

From: Jonathan Spendlove
Sent: Thursday, January 19, 2017 2:20 PM
To: Sharon Bryan; Renee Carraway; Kelly Weeks; Steve O'Connor
Subject: RE: New Beer License application

Sharon,

Since this license is for consumption off-premises there are no zoning issues.

Jonathan Spendlove
Senior Planner
City of Twin Falls
208-735-7276
jspendlove@tfid.org

From: Sharon Bryan
Sent: Wednesday, January 18, 2017 1:38 PM
To: Renee Carraway <RCarraway@tfid.org>; Jonathan Spendlove <JSpendlove@tfid.org>; Kelly Weeks <kweeks@tfid.org>; Steve O'Connor <soconnor@tfid.org>
Subject: New Beer License application
Importance: High

Please let me know if you have any concerns with the attached.

Thank you,

*Sharon Bryan
Deputy City Clerk
City of Twin Falls
P.O. Box 1907
Twin Falls, ID 83303*

*sbryan@tfid.org
(208) 735-7245*

State of Idaho

Idaho State Police

Retail Alcohol Beverage License

Cycle Tracking Number: 90268

Premise Number: 2T-21165

License Year: 2017

License Number: 21165

This is to certify, that Wesley Don Overlin doing business as: Stormys

is licensed to sell alcoholic beverages as stated below at:

201 Hansen St East, Twin Falls, Twin Falls County

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

Wesley Don Overlin (Signature)

Signature of Licensee, Corporate Officer, LLC Member or Partner

Liquor	No
Beer	Yes \$50.00
On-premise consumption	No
Kegs to go	No
Restaurant	No
Wine by the bottle	No
Wine by the glass	No
Multipurpose arena	No
Growlers	No

TOTAL FEE: \$50.00

WESLEY DON OVERLIN
STORMYS
201 HANSEN ST EAST
TWIN FALLS, ID 83301
Mailing Address

License Valid: 12/30/2016 - 06/30/2017

Expires: 06/30/2017



Steve Powell (Signature)

Director of Idaho State Police



Date: January 23, 2017 City Council Meeting

To: Honorable Mayor and City Council

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

Request:

Staff requests Council to approve the purchase of real property, 2.973 acres located within Lots 3 & 5 of the Peters Subdivision, from Saint Edward the Confessor Catholic Church.

Time Estimate:

The presentation will take approximately 5 minutes plus time for Council Q & A.

Background:

The 2016 City of Twin Falls Water Facility plan has demonstrated the need for additional water storage in the vicinity of our existing water tank at Harrison Street and Falls Ave, the heart of the water distribution system. The ideal location was to place it on property owned by the Catholic Church on the east side of Harrison St. Approximately 3 acres would allow for the construction for up to a 10 million gallon storage tank and would add significant redundancy into the water distribution system for years.

Approval Process:

Requires Council approval.

Budget Impact:

The contract allows for a closing on or before October 6, 2017. This would allow staff to budget for the expenditure and place it within the FY18 budget. However, if reserves are available an earlier closing is possible.

Regulatory Impact:

NA

Conclusion:

Staff recommends the approval of this property purchase.

Attachments:

Purchase & Sale Agreement
Map-Adjusted Lot 5 and Lot 3 Harrison
Parcel 3 Legal Description
Parcel 5 Legal Description

REAL ESTATE
PURCHASE AND SALE AGREEMENT

CR BW
JANUARY 2017

THIS AGREEMENT is made and entered into this 3rd day of ~~December, 2016~~, by and between, **SAINT EDWARD THE CONFESSOR CATHOLIC CHURCH OF THE ROMAN CATHOLIC DIOCESE OF BOISE**, hereinafter referred to as "Seller," and **THE CITY OF TWIN FALLS**, hereinafter referred to as "Buyer."

WHEREAS, Seller owns a parcel of real property in Lots 1-6, Peters Subdivision, Twin Falls County, Idaho, a portion of which may be needed for future construction of a church and/or school, and the remainder of which is not needed for such use; and,

WHEREAS, Buyer wishes to purchase a parcel of real property for future development of a public water storage facility.

NOW, THEREFORE, The parties hereto agree as follows:

1. **Sale and Purchase.** Seller hereby agrees to grant, bargain, convey and sell to Buyer, and Buyer hereby agrees to purchase approximately 2.973 acres of real property located in the northwesterly corner of Seller's ownership, within Lots 3 and 5, Peters Subdivision, and legally described as follows:

"A parcel of land located in a portion of Lots 5 and 3 of "Peters' Subdivision" according to the plat thereof recorded in book 2 of plats, page 5, records of Twin Falls County, Idaho; being located in a part of the NW⁴NE⁴, of Section 9, Township 10 South, Range 17 East, Boise Meridian, being more particularly described as follows:

Commencing at the Northeast corner of said Section 9. Thence North 88°57'06" West 2624.77 feet along the North boundary of the N²NE⁴ of said Section 9 to the Northwest corner thereof. Thence South 00°23'52" West 347.03 feet along the centerline of Harrison Street. Thence South 89°00'41" East 25.00 feet to the Northwest corner of Lot 5 of "Peters' Subdivision" and being the REAL POINT OF BEGINNING.

Thence continuing South 89°00'41" East 350.00 feet along the North boundary of said Lot 5 being coincident with the South boundary of "Frontier Subdivision".

Thence South 00°23'52" West 370.00 feet

Thence North 89°00'41" West 350.00 feet to a point on the West boundary of Lot 3 of "Peters' Subdivision".

Thence North 00°23'52" East 370.00 feet along the West boundary of Lots 3 and 5 of said "Peters' Subdivision" to the REAL POINT OF BEGINNING.

Containing approximately 2.973 acres, including appurtenant Twin Falls Canal Company water shares."

2. **Purchase Price.** As consideration for the property described in Section 1, Buyer agrees to pay Sellers the sum of Nine Hundred Thousand Dollars (\$900,000.00).

3. **Delivery of Documents to Buyer.** At closing, Sellers shall deliver to Buyer the following documents: Title of Seller is to be conveyed by Warranty Deed, and is to be marketable and insurable, along with a policy of Title Insurance.

4. **Delivery of Documents to Seller.** At closing, Buyer shall deliver a check payable to the Seller for the purchase price.

5. **Costs.** Buyer shall pay closing costs and the cost of the policy of title insurance.

6. **Contingencies.** The creation of the parcel of real property subject to this Agreement will require the creation of a reconfigured "Lot 5" in order to legally transfer the property. Seller agrees to sign all applications or other documents necessary to accomplish this "lot line adjustment". Buyer agrees to file the application, pay all costs, and take all necessary steps to obtain approval of the application. Buyer agrees to construct a landscape buffer and screening upon the development of said property or the development of St. Edward the Confessor School, whichever is later.

7. **Deed Restriction.** Buyer represents that the future use of the subject real property is for development of a public water storage facility, including associated infrastructure (pump station, utility building, cellular/radio antenna, etc.). Buyer agrees to record a deed restriction on the subject real property limiting use to a public water storage facility and associated infrastructure needed to support the facility.

8. **Closing Date.** The closing shall occur on or before October 6, 2017, at TitleFact, Inc.

9. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement duly executed by the parties hereto.

10. **Survival of Provisions.** Each covenant, condition, warranty and representation herein made shall survive the closing and not merge into the closing documents. If the Warranty Deed and this Agreement conflict in any manner, the terms of the Warranty Deed shall control.

11. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors and assigns of the parties hereto.

12. **Parties' Further Assurance.** The parties each for themselves do further covenant to the other to execute any and all other documents which may be necessary to effect the conveyances contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

"SELLERS"

THE ROMAN CATHOLIC DIOCESE OF BOISE

By Rev. Dennis Wassmuth

Rev Dennis Wassmuth
(Printed Name)

By Charles J Lawrence

Charles J Lawrence
(Printed Name)

"BUYER"

THE CITY OF TWIN FALLS

By _____

MAYOR

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

January 2017

On this 3rd day of ~~June, 2016~~, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Rev. Dennis Wassmuth VG, and acknowledged to me that said they executed the same.

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



Dove L. Mizell
NOTARY PUBLIC
Residing at: Boise, ID
My Commission Expires: 3/5/2020

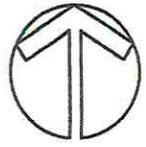
STATE OF IDAHO,)
):ss.
County of Twin Falls)

On this _____ day of June, 2016, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Shawn Barigar, known to me to be the Mayor of the City of Twin Falls, Idaho that he executed the said instrument, and acknowledged to me that the City of Twin Falls, Idaho executed the same.

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

NOTARY PUBLIC
Residing: _____
My Commission Expires: _____

Located In
 Lots 3 and 5 of
 Peters' Subdivision
 Twin Falls County, Idaho
 2016



NORTH

Falls Avenue

FRONTIER SUBDIVISION

S89°00'41"E 606.82'

350.00'

256.82'

25'

370.00'

PARCEL 5
 2.973 Acres

S0°23'52"W

370.00'

Harrison Street

N0°23'52"E 644.02'

Lot 5

Lot 3

350.00'

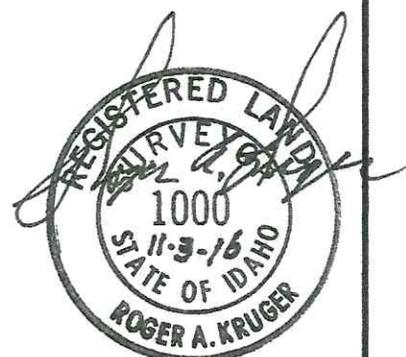
N89°00'41"W

S0°18'41"W 642.76'

VACATED POLK ST.

274.02'

PARCEL 3
 5.997 Acres



25'

N89°07'53"W 607.78'

LOT 1

0 50 100 200

SCALE IN FEET

BOUNDARY ADJUSTMENT EXHIBIT
 CITY OF TWIN FALLS
 TWIN FALLS COUNTY, IDAHO

EHM Engineers, Inc.
 BUILDING THE FUTURE ON A FOUNDATION OF EXCELLENCE
 Engineers / Surveyors / Planners
 621 North College Road, Suite 100 Twin Falls, Idaho 83301
 p (208)-734-4888 fax (208)-734-6049 web: ehminc.com

JOB NO.:	488-18
APPROVED:	RAK
DESIGN:	N/A
DRAWN:	MAL
DATE:	Nov. 2016
SCALE:	AS SHOWN
488-18 BOUNDARY EXHIBIT	
Sheet No.:	1

1
12
13
24
25
36

LS
Y,



Located In
 Lots 3 and 5 of
 Peters' Subdivision
 Twin Falls County, Idaho
 2016



Falls Avenue

FRONTIER SUBDIVISION

S89°00'41"E 606.82'

350.00'

256.82'

25'

370.00'

PARCEL 5
 2.973 Acres

S0°23'52"W
 370.00'

Harrison Street

N0°23'52"E 644.02'

350.00'

N89°00'41"W

Lot 5

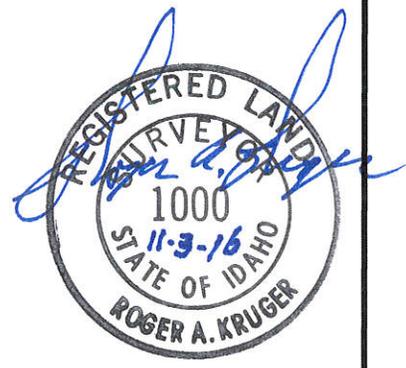
Lot 3

S0°18'41"W 642.76'

VACATED POLK ST.

274.02'

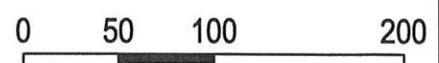
PARCEL 3
 5.997 Acres



25'

N89°07'53"W 607.78'

LOT 1



SCALE IN FEET

BOUNDARY ADJUSTMENT EXHIBIT
 CITY OF TWIN FALLS
 TWIN FALLS COUNTY, IDAHO

EHM Engineers, Inc.
 BUILDING THE FUTURE ON A FOUNDATION OF EXCELLENCE
 Engineers / Surveyors / Planners
 621 North College Road, Suite 100 Twin Falls, Idaho 83301
 p (208)-734-4888 fax (208)-734-6049 web: ehminc.com

JOB NO.:	486-16
APPROVED:	RAK
DESIGN:	N/A
DRAWN:	MHL
DATE:	Nov. 2016
SCALE:	SHOWN
486-16 BOUNDARY EXHIBIT	
Sheet No.:	1

Exhibit A

Parcel 5

A parcel of land located in a portion of Lots 5 and 3 of "Peters' Subdivision" according to the plat thereof recorded in book 2 of plats, page 5, records of Twin Falls County, Idaho; being located in a part of the NW⁴NE⁴, of Section 9, Township 10 South, Range 17 East, Boise Meridian, being more particularly described as follows:

Commencing at the Northeast corner of said Section 9. Thence North 88°57'06" West 2624.77 feet along the North boundary of the N²NE⁴ of said Section 9 to the Northwest corner thereof. Thence South 00°23'52" West 347.03 feet along the centerline of Harrison Street. Thence South 89°00'41" East 25.00 feet to the Northwest corner of Lot 5 of "Peters' Subdivision" and being the REAL POINT OF BEGINNING.

Thence continuing South 89°00'41" East 350.00 feet along the North boundary of said Lot 5 being coincident with the South boundary of "Frontier Subdivision".

Thence South 00°23'52" West 370.00 feet

Thence North 89°00'41" West 350.00 feet to a point on the West boundary of Lot 3 of "Peters' Subdivision".

Thence North 00°23'52" East 370.00 feet along the West boundary of Lots 3 and 5 of said "Peters' Subdivision" to the REAL POINT OF BEGINNING.

Containing approximately 2.973 acres.

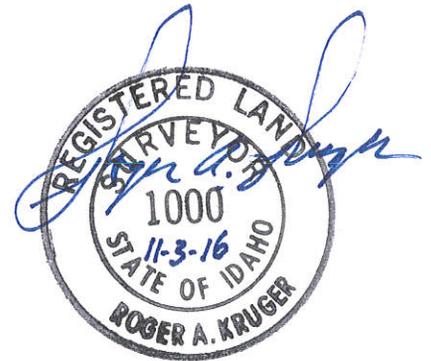


Exhibit A

Parcel 3

A parcel of land located in a portion of Lots 5 and 3 of "Peters' Subdivision" according to the plat thereof recorded in book 2 of plats, page 5, records of Twin Falls County, Idaho; being located in a part of the NW⁴NE⁴, of Section 9, Township 10 South, Range 17 East, Boise Meridian, being more particularly described as follows:

Commencing at the Northeast corner of said Section 9. Thence North 88°57'06" West 2624.77 feet along the North boundary of the N²NE⁴ of said Section 9 to the Northwest corner thereof. Thence South 00°23'52" West 347.03 feet along the centerline of Harrison Street. Thence South 89°00'41" East 25.00 feet to the Northwest corner of Lot 5 of "Peters' Subdivision". Thence continuing South 89°00'41" East 350.00 feet along the North boundary of said Lot 5 being coincident with the South boundary of "Frontier Subdivision", to the REAL POINT OF BEGINNING.

Thence continuing South 89°00'41" East 256.82 feet to the Northeast corner of said Lot 5.

Thence South 00°18'41" West 642.76 feet along the East boundary of said Lots 5 and 3 to the southeast corner of Lot 3.

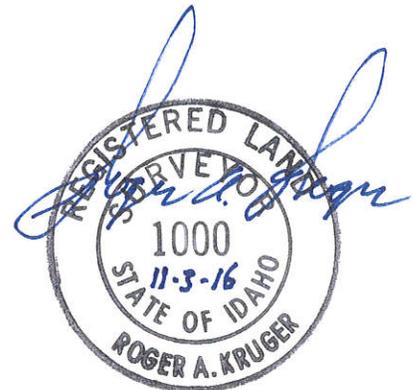
Thence North 89°07'53" West 607.78 feet along the South boundary of said Lot 3 to the Southwest corner thereof.

Thence North 00°23'52" East 274.02 feet along the West boundary of said Lot 3.

Thence South 89°00'41" East 350.00 feet

Thence North 00°23'52" East 370.00 feet to the REAL POINT OF BEGINNING.

Containing approximately 5.997 acres.



1" = 185'



007A
 0010
 0040
 0002
 0003
 0020
 0010

PARCEL 5
 2.973 AC.
 LOT 5

PARCEL 3
 5.991 AC.
 LOT 3

PETERS SUB.

Tom Courtney
 Conservation
 Park
 008Bk

0020
 0020
 0010

0070 0060 0050 0020 0010
 Grant Ave
 0020 0010

Exhibit A

Parcel 3

A parcel of land located in a portion of Lots 5 and 3 of "Peters' Subdivision" according to the plat thereof recorded in book 2 of plats, page 5, records of Twin Falls County, Idaho; being located in a part of the NW⁴NE⁴, of Section 9, Township 10 South, Range 17 East, Boise Meridian, being more particularly described as follows:

Commencing at the Northeast corner of said Section 9. Thence North 88°57'06" West 2624.77 feet along the North boundary of the N²NE⁴ of said Section 9 to the Northwest corner thereof. Thence South 00°23'52" West 347.03 feet along the centerline of Harrison Street. Thence South 89°00'41" East 25.00 feet to the Northwest corner of Lot 5 of "Peters' Subdivision". Thence continuing South 89°00'41" East 350.00 feet along the North boundary of said Lot 5 being coincident with the South boundary of "Frontier Subdivision", to the REAL POINT OF BEGINNING.

Thence continuing South 89°00'41" East 256.82 feet to the Northeast corner of said Lot 5.

Thence South 00°18'41" West 642.76 feet along the East boundary of said Lots 5 and 3 to the southeast corner of Lot 3.

Thence North 89°07'53" West 607.78 feet along the South boundary of said Lot 3 to the Southwest corner thereof.

Thence North 00°23'52" East 274.02 feet along the West boundary of said Lot 3.

Thence South 89°00'41" East 350.00 feet

Thence North 00°23'52" East 370.00 feet to the REAL POINT OF BEGINNING.

Containing approximately 5.997 acres.

Exhibit A

Parcel 5

A parcel of land located in a portion of Lots 5 and 3 of "Peters' Subdivision" according to the plat thereof recorded in book 2 of plats, page 5, records of Twin Falls County, Idaho; being located in a part of the NW⁴NE⁴, of Section 9, Township 10 South, Range 17 East, Boise Meridian, being more particularly described as follows:

Commencing at the Northeast corner of said Section 9. Thence North 88°57'06" West 2624.77 feet along the North boundary of the N²NE⁴ of said Section 9 to the Northwest corner thereof. Thence South 00°23'52" West 347.03 feet along the centerline of Harrison Street. Thence South 89°00'41" East 25.00 feet to the Northwest corner of Lot 5 of "Peters' Subdivision" and being the REAL POINT OF BEGINNING.

Thence continuing South 89°00'41" East 350.00 feet along the North boundary of said Lot 5 being coincident with the South boundary of "Frontier Subdivision".

Thence South 00°23'52" West 370.00 feet

Thence North 89°00'41" West 350.00 feet to a point on the West boundary of Lot 3 of "Peters' Subdivision".

Thence North 00°23'52" East 370.00 feet along the West boundary of Lots 3 and 5 of said "Peters' Subdivision" to the REAL POINT OF BEGINNING.

Containing approximately 2.973 acres.



Public Meeting: **MONDAY JANUARY 23, 2017**

To: Honorable Mayor and City Council

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

ITEM II-

Request: For The City Council's Consideration To Adopt An Ordinance to **Vacate** portions of a sewer easement and a utility easement located within Lot 1, Block 1, St. Luke's Subdivision-a PUD on property located at 801 Pole Line Road West c/o Jason Desmer, the Land Group, Inc. on behalf of St. Luke's Magic Valley. (app. 2827)

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

History:

On **December 13, 2016** the Planning & Zoning Commission held a public hearing on this request. There was no public comment and upon conclusion of the public hearing and commission discussion Commissioner Dawson made a motion to recommend approval of the request to City Council, as presented, with staff recommendations. Commissioner Woods seconded the motion. All members present voted in favor of the motion.

On **January 09, 2017** the City Council held a public hearing on this request. Upon conclusion of the presentations Councilmember Hawkins inquired if the walking path would be rebuilt after construction of the medical office building. Jason Desmer, the Land Group, Inc. answered on behalf of St. Luke's Magic Valley. Mr. Desmer stated St. Luke's is aware of the health benefits and is very supportive of the pedestrian trail surrounding the St. Luke's campus. The walking trail will be replaced.

The public hearing was opened and closed with no public comment.

Upon Conclusion of the public hearing and with no further discussion Councilmember Boyd made a motion to approve the request, as presented, subject to the following conditions:

1. Subject to the site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards.
2. Subject to receiving an approvable Construction Plan for the relocation of the existing Water Main, per City Engineer, prior to publishing the Ordinance for Vacation.
3. Subject to a correct legal description for the portions of a utility easement and a sewer easement being proposed for vacation.

The motion was seconded by Councilmember Pierce. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0

Conclusion:

As directed by the Council, staff has prepared an ordinance for your consideration. Staff recommends the City Council adopt the ordinance by a 3rd and final motion so it can be published and codified.

Attachments:

1. Ordinance (2)
2. Attachments "A" & "B" (6)
3. Site Map(s)
4. Portion of the January 9, 2017 CC Minutes

ORDINANCE NO. 2017-

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

WHEREAS, **St. Luke's Magic Valley Regional Medical Center, LTD** has made application for vacation of a sewer easement and a utility easement located at the northeast corner of Lot 1, Blk 1 St. Luke's Subdivision-a PUD located at 801 Pole Line Road West in the City of Twin Falls Area of Impact; and,

WHEREAS, the City Planning and Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 13th day of December, 2016, to consider the vacation of a sewer easement and a utility easement below described; and,

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

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing to consider the same matter on the 9th day of January 9, 2017.

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

SECTION 1. That the following described vacation of a sewer easement and a utility easement located at the northeast corner of Lot 1, Blk 1 St. Luke's Subdivision-a PUD located at 801 Pole Line Road West be and the use of same is hereby VACATED:

SEE EXHIBIT(S) "A" & "B"

SECTION 2. That title to the real property by this Ordinance vacation be divided among the adjoining property owners in the portions here below described to the persons named below:

**St. Luke's Magic Valley Regional Medical Center, LTD
801 Pole Line Rd W
Twin Falls, ID 83301**

SECTION 3. That the City Clerk immediately upon the passage and publication of this Ordinance as required by law certify a copy of the same and deliver said certified copy to the County Recorder's Office for indexing and recording, in the same manner as other instruments affecting the title to real property, as required by Idaho Code 50-1324(2).

PASSED BY THE CITY COUNCIL , 20__

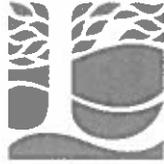
SIGNED BY THE MAYOR , 20__

Mayor

ATTEST:

Deputy City Clerk

PUBLISH: Thursday, , 20__



THE LAND GROUP, INC.

November 15, 2016
Project No. 115111

**ST. LUKE'S MOB SEWER LINE EASEMENT VACATION, TWIN FALLS
EXHIBIT 'A'**

A 15-foot-wide easement located in a portion of Lot 1 of Block 1, St. Luke's Subdivision, as recorded in Records of Twin Falls County, Idaho, Inst.# 2008-002157, Section 5, Township 10 South, Range 17 East, Boise Meridian, City of Twin Falls, Twin Falls County, Idaho more particularly described as follows:

COMMENCING at the North One Quarter corner of said section 5, thence on the north section line of said Section 5, North 89°29'33" West, 658.38 feet, from which the Northwest corner of said Section 5 bears North 89°29'33" West, 1998.36 feet; thence leaving said north section line, South 00°05'05" East, 147.58 feet to the northeast corner of aforementioned St. Luke's Subdivision; thence on the north boundary line of said St. Luke's Subdivision, North 89°29'33" West, 269.10 feet to the POINT OF BEGINNING;

Thence leaving said north line, South 13°13'48" East, 259.41 feet;

Thence South 11°00'03" East, 410.84 feet;

Thence South 45°14'18" East, 186.58 feet, to a point on the easterly boundary line of aforementioned St. Luke's Subdivision;

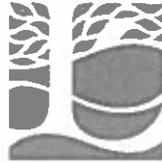
Thence on said boundary line, South 00°05'06" East, 21.16 feet;

Thence leaving said boundary line North 45°14'18" West, 206.12 feet;

Thence North 11°00'03" West, 415.16 feet;

Thence North 13°13'48" West, 262.79 feet, to a point on the north boundary line of aforementioned St. Luke's Subdivision;

Thence on said north boundary line, South 89°29'33" East, 15.44 feet, to the POINT OF BEGINNING.



THE LAND GROUP, INC.

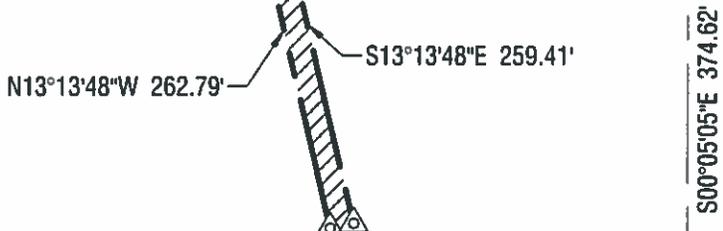
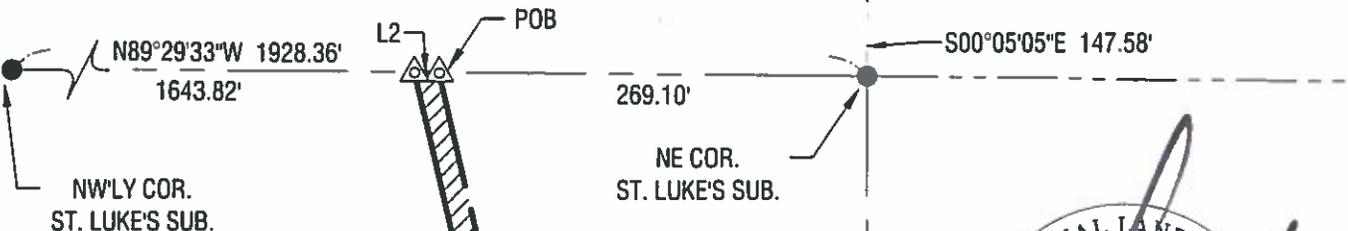
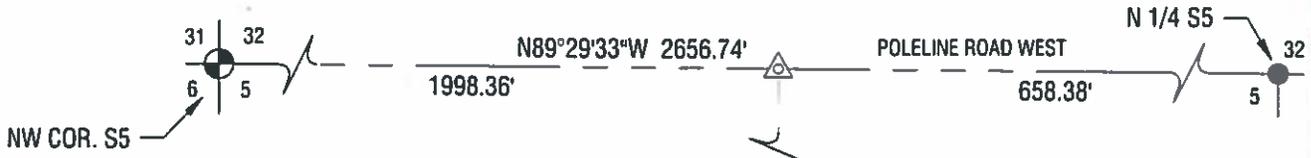
The above described easement contains 0.30 acres more or less, subject to all existing easements and rights-of-way of record.

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

PREPARED BY:
THE LAND GROUP, INC.
462 E. SHORE DRIVE, SUITE 100
EAGLE, IDAHO 83616
208-939-4041
208-939-4445(fax)
Michael S. Femenia



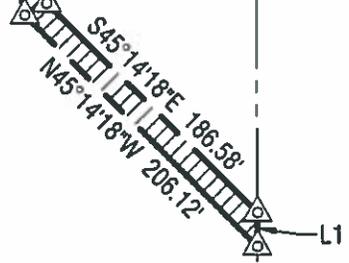
11/15/2016



LOT 1 BLK 1
ST. LUKE'S SUB.

NORTH POINTE PARK SUBDIVISION
ST. LUKES DRIVE

Line Table		
LINE	BEARING	LENGTH
L1	S00°05'06\"E	21.16'
L2	S89°29'33\"E	15.44'



A portion of Lot 1 Block 1 of St. Luke's Subdivision
the NW 1/4 of Section 5,
Township 17 South, Range 17 East, B.M.
Twin Falls, Idaho

MOB Sewer Easement Vacation

Reviewed & approved by engineering! 1-12-17 JDF

St. Luke's Twin Falls
MOB Sewer Easement Vacation
Exhibit "A" "A"

Project No:	115111
Date of issuance:	11 15 2016
Designed by:	MSF
Checked by:	STAFF
Sheet No:	1

File Location: g:\2015\115111\cad\survey\exhibits\115111 mob sewer easement vacation 161114.dwg
Last Plotted By: mae lemons
Date Plotted: Tuesday, November 15, 2016 at 11:47 AM



THE LAND GROUP, INC.

January 10, 2017
Project No. 115111

ST. LUKE'S MOB UTILITY EASEMENT VACATION, TWIN FALLS
EXHIBIT "B"

A 15-foot-wide easement located in a portion of Lot 1 of Block 1, St. Luke's Subdivision, as recorded in Records of Twin Falls County, Idaho, Inst.# 2008-002157, Section 5, Township 10 South, Range 17 East, Boise Meridian, City of Twin Falls, Twin Falls County, Idaho more particularly described as follows:

COMMENCING at the North One Quarter corner of said section 5, thence on the north section line of said Section 5, North 89°29'33" West, 658.38 feet, to a point, from which the Northwest Section corner of said Section 5 bears North 89°29'33" West, 1998.35 feet; thence leaving said north section line, South 00°05'06" East, 147.58 feet to the Northeast corner of aforementioned St. Luke's Subdivision; thence on the north line of said St. Luke's Subdivision, North 89°29'33" West, 139.36 feet to the POINT OF BEGINNING;

Thence leaving said north line, South 00°30'26" West, 52.55 feet;
Thence South 30°14'57" East, 196.30 feet;
Thence North 59°45'03" East, 7.50 feet;
Thence South 30°14'57" East 15.00 feet;
Thence South 59°45'03" West, 149.02 feet;
Thence North 89°16'34" West, 51.66 feet;
Thence North 00°43'26" East, 15.00 feet;
Thence South 89°16'34" East, 47.50 feet;
Thence North 59°45'03" East, 122.37 feet;
Thence North 30°14'57" West, 200.42 feet;



THE LAND GROUP, INC.

Thence North 00°30'26" East, 56.67 feet, to the north line of aforementioned St. Luke's Subdivision;
Thence on said north line South 89°29'33" East, 15.00 feet, to the POINT OF BEGINNING.

The above described easement contains 6742 sq.ft. / .155 acres more or less, subject to all existing easements and rights-of-way of record.

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

PREPARED BY:
THE LAND GROUP, INC.
462 E. SHORE DRIVE, SUITE 100
EAGLE, IDAHO 83616
208-939-4041
208-939-4445(fax)
Michael S. Femenia



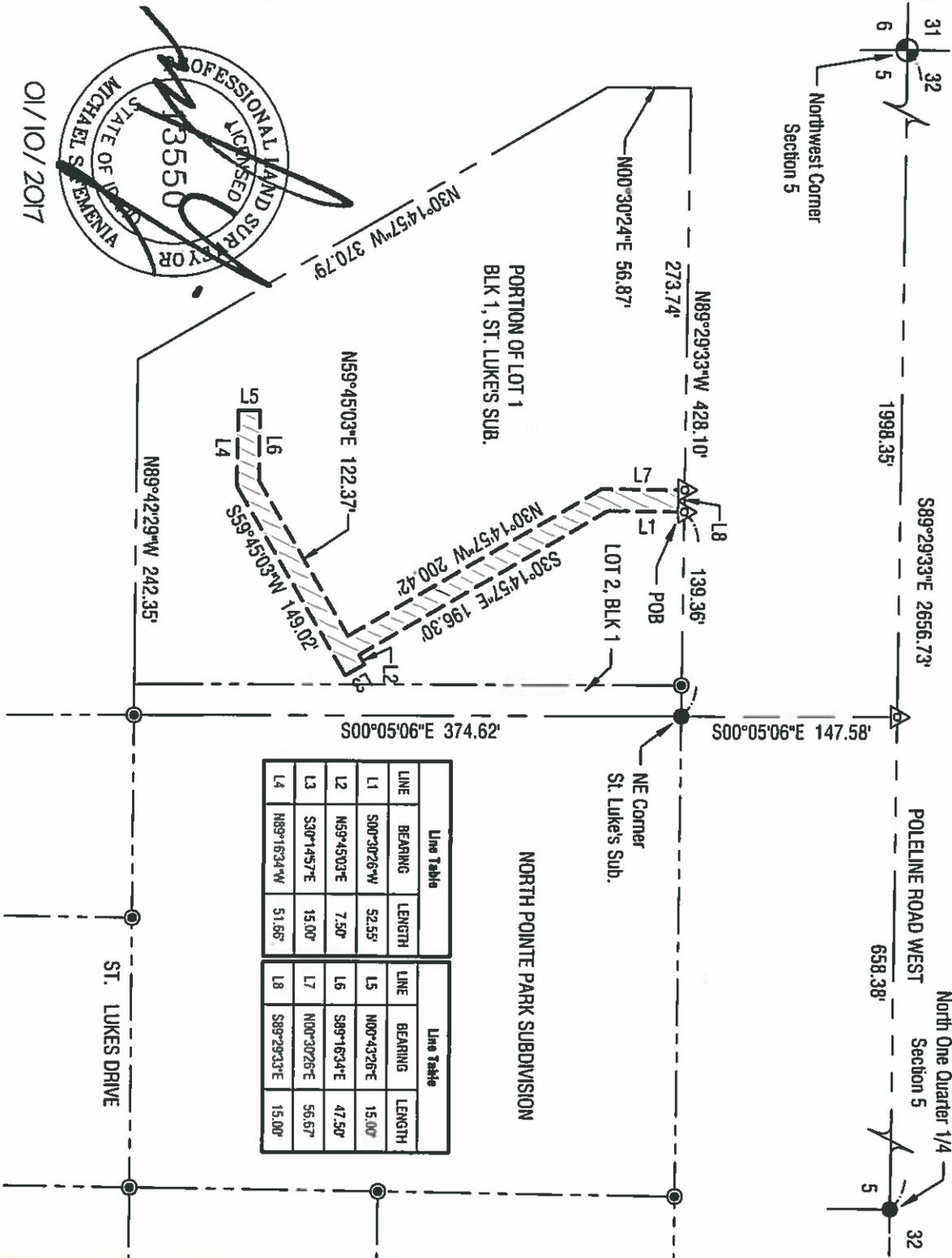
01/10/2017



MOB Utility Easement Vacation

HORIZONTAL SCALE: 1" = 100'

01/10/2017



Line Table				Line Table			
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	LENGTH
L1	S00°30'26"W	52.55'	L5	N00°43'26"E	15.00'		
L2	N59°45'03"E	7.50'	L6	S89°16'34"E	47.50'		
L3	S00°14'57"E	15.00'	L7	N00°30'26"E	56.57'		
L4	N89°16'34"W	51.56'	L8	S89°29'33"E	15.00'		

*Reviewed & approved
 by engineering.
 1-12-17 KDF*

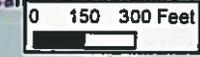
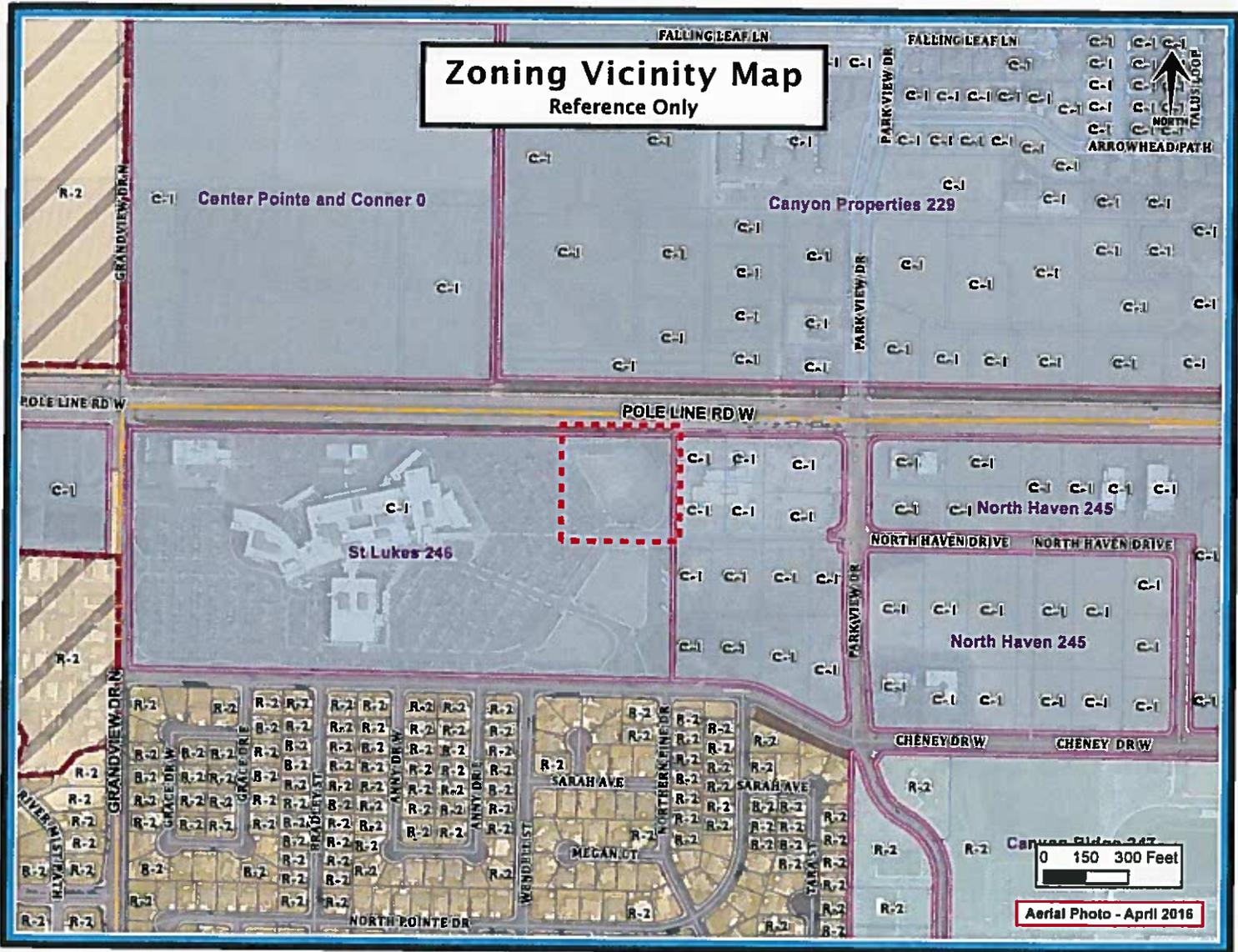
Sheet Title: **St. Luke's Twin Falls MOB Utility Easement Vacation Exhibit 'B'**

Twin Falls Idaho

The information on this drawing is based on the information provided by the client. The engineer is not responsible for the accuracy of the information provided. The engineer is not responsible for the accuracy of the information provided. The engineer is not responsible for the accuracy of the information provided.

Zoning Vicinity Map

Reference Only



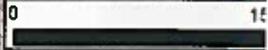
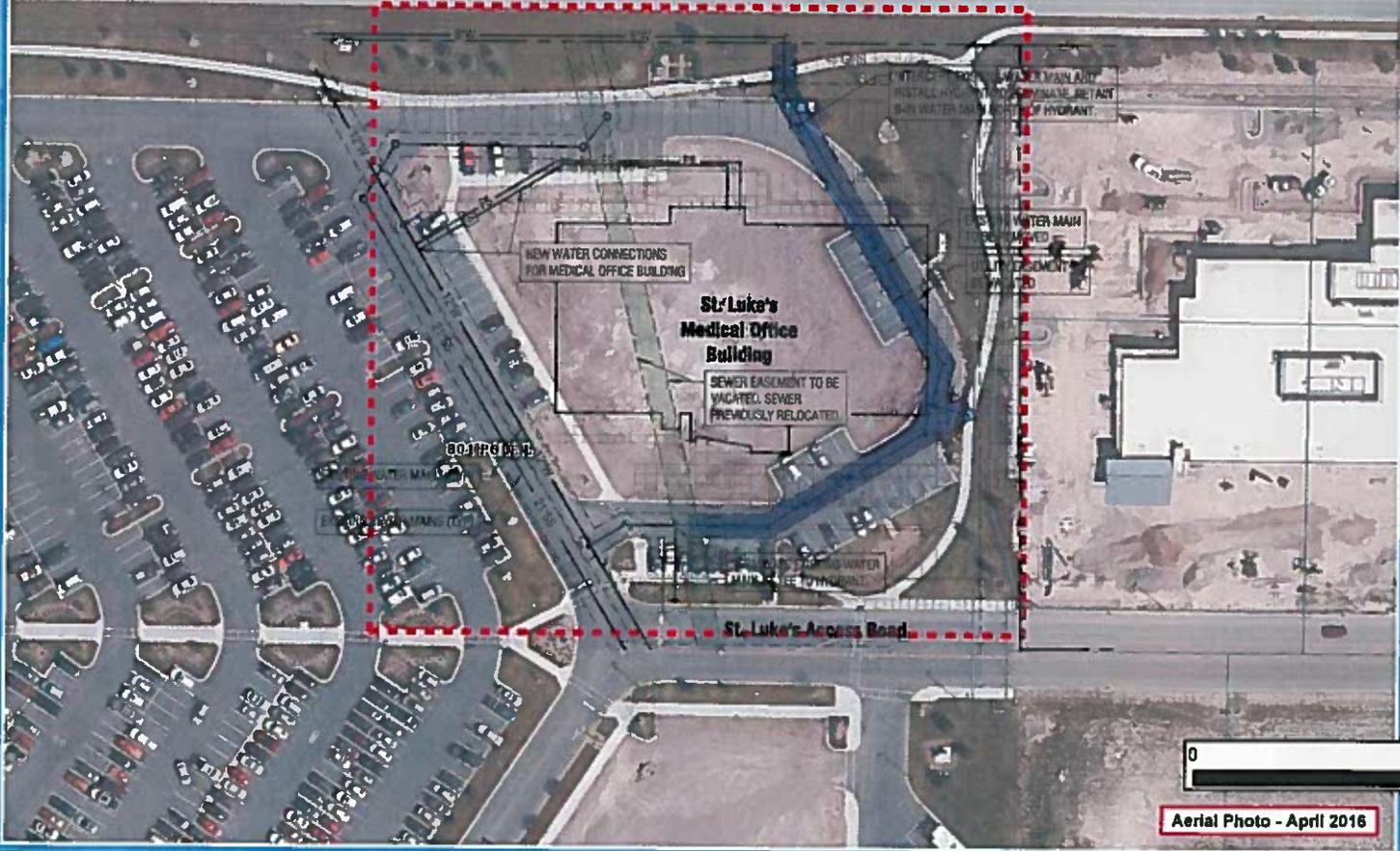
Aerial Photo - April 2016

Aerial Photo Map

Reference Only



POLE LINE/ROW



Aerial Photo - April 2016

2. Request for Vacation of a portion of utility easement and sewer easement at the northeast corner of Lot 1 Block 1 St. Luke's Subdivision-a PUD on property located at 801 Pole Line Road West c/o Jason Densmer, the Land Group, Inc. on behalf of St. Luke's MVRMC, LTD. (app. 2827)

Applicant Presentation:

Jason Densmer, The Land Group, Inc., representing the applicant, stated this request if for the vacation of two separate easements. St. Luke's MVRMC would like to construct a new Medical Office Building along the northeast corner of the property. In order to do so there are a couple of easements that need to be vacated. The hospital has had plans to build a Medical Office Building in this area for approximately 10 years. During the time of the original planning process utilities were constructed to provide for this building in the future. However, since that time the need for the Medical Office Building has grown and the building designed for this need does not fit the original pad site design. One of the vacations is in reference to a utility easement identified on the plat, the only utility that was installed in this easement was a water line. The second vacation is in reference to a sewer line. Prior to the construction of the hospital the City operated a sewer trunk in this corridor and when the pad was developed that sewer line was relocated but the easement was never vacated from the plat. In summary the vacations of these easements will allow for development of the site to move forward.

Staff Presentation:

Planner I Spendlove reviewed the request on the overhead and stated this area is under the St. Luke's PUD Agreement # 264 which went through the public hearing process in 2005-2007. The Preliminary Plat was approved at the September 12, 2006 Planning & Zoning Commission meeting, and the Final Plat was approved and recorded in January 2008. Since that time, St Luke's Magic Valley has constructed multiple buildings on the property including the main Medical Facility, Helicopter Pad, and most recently a surgery center.

The applicant is requesting a partial vacation of two (2) utility easements, as described and shown in the attachments. The vacation is essential for the construction of a proposed Medical Office Building.

One of the easements contains an existing water main maintained by the City of Twin Falls. The other easement does not contain any infrastructure as the sewer line was re-routed during construction and a how do I separate easement was dedicated through separate instrument number.

As part of the proposed project, the existing water main will need to be relocated to an acceptable location. As of this date, the City has not received an acceptable plan for the relocation of said water line. It would be vital to place a condition upon City Engineer approval of Construction Plans for the relocation of the existing water main.

The Sewer Easement is "on paper" only, and the vacation of said easement will not have an adverse effect on the City Sewer System.

**Planning & Zoning Commission Minutes
December 13, 2016**

Planner I Spendlove stated upon conclusion should the Commission grant this request as presented; staff recommends approval be subject to the following conditions:

1. Should the Commission grant this request as presented; staff recommends approval be subject to the following conditions:
2. Subject to the site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards.
3. Subject to receiving an approvable Construction Plan for the relocation of the existing Water Main, per City Engineer, prior to publishing the Ordinance for Vacation.

PZ Questions/Comments:

- ❖ Commissioner Munoz stated he understands the sewer line was relocated and wanted to know if there is an easement where the new sewer line is located.
- ❖ Planner I Spendlove explained that there is an easement.
- ❖ Commissioner Frank asked about the need for more parking.
- ❖ Planner I Spendlove explained staff will be doing an evaluation of the parking and he has heard some talk about putting in additional parking.

Public Hearing: Opened and Close Without Public Comments

Closing Statement:

Mr. Densmer explained he has been working with the City on the construction plans for moving the water line and stated they are very close to having that ready for approval. As for the parking, originally the staff training was to have employees park farthest away from the entrance to provide for customer parking. Once the medical office building is constructed staff will be given different directives on where to park.

Motion:

Commissioner Dawson made a motion to recommend approval of the request, to City Council, as presented, with staff recommendations. Commissioner Woods seconded the motion. All members present voted in favor of the motion.

Recommended for Approval to City Council, As Presented, With the Following Conditions:

1. Subject to the site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards.
2. Subject to receiving an approvable Construction Plan for the relocation of the existing Water Main, per City Engineer, prior to publishing an Ordinance for Vacation.

SCHEDULED FOR CITY COUNCIL PUBLIC HEARING JANUARY 9, 2017

3. Request for a Special Use Permit to establish an auto dealership and accessory uses also including vehicle display pad sites on Kimberly Road number to be determined by Commission on property located at 160 Eastland Drive c/o CRC Property Holdings, LLC on behalf of Goode Motor (app. 2828)



Date: Monday, January 23, 2017

To: Honorable Mayor and City Council

From: Lorie Race, CFO, and Nick Miller with Hawley Troxell, Bond Counsel

Request:

Motion to Approve and Adopt:

- 1) Ordinance No. ____ (“Master Bond Ordinance”) governing proposed and future issuance of water revenue, and
- 2) Ordinance No. ____ (“Supplemental Ordinance”) authorizing the issuance of the City’s Water Revenue Refunding Bond, Series 2017, to refinance the callable portion of the City’s Water Revenue Promissory Note, Series 2009, held by the Idaho Bond Bank Authority to reduce debt service costs of the water fund.

Time Estimate:

Bond Counsel will discuss the benefits of adopting a master ordinance and will highlight principal provisions of both ordinances, including the delegation process for approval of final pricing of the 2017 Bond provided a certain savings threshold is reached, and approval of the loan agreement with the Bond Bank. Estimated time: 15 minutes

Background:

Reason for Master Ordinance: Creates single reference point for covenants and provisions governing water fund bonds.

2009 Note: The 2009 Note was issued June 11, 2009, by the City to finance the cost of acquisition of certain water rights and related water system improvements. Payment of the 2009 Note is secured by a pledge of net revenues of the water system.

Parity Pledge of Net Revenues: Upon issuance of the 2017 Bond, net revenues of the water system will be pledged for payment of the 2017 Bond on parity with the remaining principal due under the 2009 Note, and the City’s 2010 Notes and 2012C Bond, which were issued to the Bond Bank to finance or refinance other water system improvements.

Approval Process:

Request suspension of 3 readings. (IC 50-902). Motion to approve. Roll Call Vote.

Budget Impact:

If the savings target is met at pricing, refunding the callable payments under the 2009 Note shall result in savings of at least 3% of the current principal amount owed on the 2009 Note.

No impact to General Fund; this is Water Fund only.

Regulatory Impact:

None.

Conclusion:

Recommend adoption of both Ordinances.

Attachments:

1. Bond Ordinance No. ____ (Water System)
2. Supplemental Ordinance No. ____

**CITY OF TWIN FALLS
TWIN FALLS COUNTY, IDAHO**

**BOND ORDINANCE NO. ____
(WATER SYSTEM)**

AN ORDINANCE OF THE CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF WATER REVENUE BONDS FROM TIME TO TIME TO PROVIDE FUNDS NECESSARY TO FINANCE OR REFINANCE IMPROVEMENTS TO THE CITY'S MUNICIPAL DOMESTIC WATER SUPPLY AND DISTRIBUTION SYSTEM; FIXING THE FORM, COVENANTS AND CERTAIN TERMS OF THE BONDS TO BE ISSUED; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF BONDS; PLEDGING REVENUES FOR PAYMENT OF DEBT SERVICE ON BONDS ISSUED HEREUNDER; PROVIDING FOR CERTAIN FEDERAL TAX COVENANTS WITH RESPECT TO THE BONDS; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

Approved: January 23, 2017

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BOND ORDINANCE NO. _____ (WATER SYSTEM)

AN ORDINANCE OF THE CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF WATER REVENUE BONDS FROM TIME TO TIME TO PROVIDE FUNDS NECESSARY TO FINANCE OR REFINANCE IMPROVEMENTS TO THE CITY'S MUNICIPAL DOMESTIC WATER SUPPLY AND DISTRIBUTION SYSTEM; FIXING THE FORM, COVENANTS AND CERTAIN TERMS OF THE BONDS TO BE ISSUED; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF BONDS; PLEDGING REVENUES FOR PAYMENT OF DEBT SERVICE ON BONDS ISSUED HEREUNDER; PROVIDING FOR CERTAIN FEDERAL TAX COVENANTS WITH RESPECT TO THE BONDS; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

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

WHEREAS, the City of Twin Falls, Twin Falls County, Idaho (the "**City**") is a body politic and corporate duly organized, operating and existing under and pursuant to the provisions of the Constitution and the laws of the State of Idaho;

WHEREAS, the Council of the City, as the same shall be duly and regularly constituted from time to time (the "**City Council**" or "**Council**"), is authorized and empowered by the Revenue Bond Act, Idaho Code Sections 50-1027 through 50-1042, inclusive, and the Municipal Bond Law of the State of Idaho, being Title 57, Chapter 2 Idaho Code (collectively, the "**Act**"), to authorize, issue, sell and deliver revenue bonds to finance the acquisition and construction of improvements and additions to the City's municipal domestic water supply and distribution system (the "**System**");

WHEREAS, on January 5, 2009, the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls, Idaho, in Case No. CV-2008-5262, issued its Judgment finding, among other things, that the City has the authority to finance certain improvements to the City's System, with the estimated cost of \$33,235,500, through various funding sources, and determined that the obligations under the funding agreements, including the proposed loan agreement with the Idaho Bond Bank Authority (the "**Bond Bank**"), are ordinary and necessary expenses under Article VIII, Section 3 of the Idaho Constitution (the "**Judicial Confirmation**");

WHEREAS, under authority of the Judicial Confirmation, the City issued its Water Revenue Promissory Note, Series 2009, in the principal amount of not to exceed \$10,255,000 (the "**2009 Note**") to the Bond Bank to finance the cost of certain water rights and related improvements to the System pursuant to a Loan Agreement dated June 1, 2009, between the City

and the Bond Bank (the “**2009 Loan Agreement**”), as authorized pursuant to Resolution No. 1814 adopted by the City on May 11, 2009 (the “**2009 Resolution**”);

WHEREAS, pursuant to the 2009 Resolution and 2009 Loan Agreement, payment of the 2009 Note is secured by a pledge to the Bond Bank of the Net Revenues of the System (defined hereunder), together with other legally available funds, as appropriated, on parity with the City’s Water Revenue Promissory Note, Series 2002A, issued on June 1, 2002 to the Idaho Department of Environmental Quality (the “**2002A Note**”), pursuant to judicial validation judgment dated November 9, 1998, and the City’s Resolution No. 1681 adopted May 20, 2002;

WHEREAS, under authority of the Judicial Confirmation and Resolution No. 1844 adopted by the Council on May 18, 2010 (the “**2010 Resolution**”), the Council authorized the issuance of the City’s \$5,070,000 Water Revenue Promissory Note, Series 2010A-1 (Tax-Exempt) which matured on September 15, 2015 (the “**2010A-1 Note**”) and Water Revenue Promissory Note, Series 2010A-2 (Federally Taxable Direct Subsidy Building America Bond) in the principal amount of \$13,525,000 maturing on September 15, 2025 (the “**2010A-2 Note**,” and together with the 2010A-1 Note, the “**2010A Notes**”), pursuant to the terms of the Loan Agreement dated May 1, 2010, between the City and the Bond Bank (the “**2010 Loan Agreement**”); wherein the City agreed to sell the 2010A Notes to the Bond Bank in exchange for a loan to finance the cost of certain improvements to the System;

WHEREAS, pursuant to the 2010 Resolution and 2010 Loan Agreement, payment of the 2010A Notes is secured by a pledge to the Bond Bank of the Net Revenues of the System on parity with the 2009 Note and 2002A Note; together with other legally available funds, as appropriated;

WHEREAS, pursuant to Ordinance No. 3037 adopted September 10, 2012, the City issued its Parity Lien Water Revenue Refunding Bond, Series 2012C on October 11, 2012 (the “**2012C Bond**”) to the Bond Bank to evidence the obligations of the City under Loan Agreement dated October 1, 2012 between the City and Bond Bank (the “**2012 Loan Agreement**”), the loan proceeds of which were used by the City to currently refund its 2002A Note;

WHEREAS, the 2012C Bond is secured by a pledge to the Bond Bank of the Net Revenues of the System, on parity with the 2009 Note and 2010A Notes, together with other legally available funds, as appropriated;

WHEREAS, the Bond Bank, pursuant to authority under Title 67, Chapter 87, Idaho Code, as amended or supplemented (the “**Bond Bank Act**”), has provided for the issuance of its Idaho Bond Bank Authority Revenue Bonds, Series 2017A (the “**Bond Bank Bonds**”);

WHEREAS, with a portion of the proceeds of the sale of the Bond Bank Bonds, the Bond Bank has agreed to make a loan to the City to refund the City’s 2009 Note, and the City has determined to refund the 2009 Note,

WHEREAS, it is hereby found to be in the best interests of the City that the City adopt this master bond ordinance (hereinafter, the “**Bond Ordinance**”) to provide the terms and provisions by which the City shall authorize, by adoption of supplemental ordinances hereto, the issuance and sale of revenue bonds to finance or refinance improvements to the System pursuant

to the Act and judicial confirmation or election pursuant to Article VIII Section 3, of the Idaho Constitution, all of which revenue bonds shall be secured by a pledge of Net Revenues of the System, including the City's revenue refunding bond to be authorized by a supplemental ordinance hereto and issued by the City to the Bond Bank to refund the 2009 Note (the "**2017 Bond**").

NOW, THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO, FURTHER ORDAIN AS FOLLOWS:

Section 1. Definitions. In addition to the defined terms in the WHEREAS clauses hereto, the following definitions shall apply to capitalized terms used in this Bond Ordinance, unless a different meaning clearly appears from the context:

Acquisition includes the opening, laying out, establishment, purchase, construction, securing, installation, reconstruction, lease, gift, or grant from the federal government, the State of Idaho, or any public body therein or any person, the condemnation, transfer, option to purchase, other contract, or other acquirement, or any combination thereof.

Additional Bonds mean any Bonds or obligations issued from time to time subsequent to the issuance of the 2017 Bond pursuant to Supplemental Ordinance(s) hereto.

Additional Bonds Requirement means Net Revenues equal to or greater than:

- (a) 125% of Maximum Annual Debt Service for all Parity Bonds; and
- (b) 100% of Maximum Annual Debt Service for all subordinate lien evidences of indebtedness secured by Revenue of the System.

Annual Debt Service means the amount required in a Fiscal Year for the payment of the principal of and interest on Parity Bonds, except interest capitalized from the proceeds of Parity Bonds.

Average Annual Debt Service means the average amount of Annual Debt Service which will become due on any Parity Bonds for the period from the date of such calculation until the final maturity date of the Parity Bonds then Outstanding.

Beneficial Owner means any person that has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

Bond Fund means the "City of Twin Falls Water Revenue Bond Fund," previously established or confirmed by the City and hereby ratified and continued, consisting of a Debt Service Account and Debt Service Reserve Account, and subaccounts thereunder, for the purpose of paying the principal of and interest due on Bonds, as applicable.

Bond Purchase Contract means a contract between the City and a Purchaser in the form presented to the City on the date of sale of Bonds authorized under a Supplemental Ordinance.

Bond Register means the registration records maintained by the Bond Registrar setting forth the names and addresses of Registered Owners of the Bonds, in compliance with Section 149 of the Code.

Bond Registrar means the person or qualified entity appointed by the City pursuant to Section 3 hereof for the purposes of registering and authenticating the Bonds, maintaining the Bond Register, effecting transfer of ownership of the Bonds, and paying interest on and principal of the Bonds.

Bonds means any revenue bonds of the City authorized to be issued pursuant to Supplemental Ordinance(s) hereto.

Bond Year means each one-year period that ends on the date selected by the City. The first and last Bond Years may be shorter periods. If no day is selected by the City before the earlier of the final maturity date of the Bonds or the date that is five years after the date of issuance of the Bonds, Bond Years shall end on each anniversary of the date of issue and on the final maturity date of the Bonds.

City Clerk or Clerk means the de facto or de jure City Clerk of the City, or other officer of the City who is the custodian of the records of the proceedings of the City, or his/her successor in function, if any.

Code means the Internal Revenue Code of 1986, as amended, together with corresponding and applicable regulations and revenue rulings issued with respect thereto by the Treasury Department or the Internal Revenue Service of the United States.

Commission means the Securities and Exchange Commission.

Cost of Acquisition or any phrase of similar import, shall mean all or any part designated by the City of the costs of a Project, or interest therein, which costs, at the option of the City, may include all or any part of the incidental costs pertaining to the Acquisition of the Project, including, without limitations:

(1) Preliminary expenses advanced by the City from funds available for the use therefor, or advanced by the federal government, or from any other source, with approval of the City, or any combination thereof;

(2) The costs of making surveys, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;

(3) The costs of appraising, printing, estimates, advice, services of engineers, architects, financial consultants, attorneys at law, clerical help, or other agents of employees;

(4) The costs of contingencies;

(5) The costs of any discount on Bonds and of any of the costs of issuance of Bonds;

(6) The costs of funding and short-term financing, revenue warrants, bond anticipation notes, or other temporary loans appertaining to the Project, and of the incidental expenses incurred in connection with such loans;

(7) The acquisition costs of any properties, rights, easements, or other interest in properties, or any licenses, privileges, agreements and franchises; and

(8) All other expenses necessary or desirable and appertaining to a Project, as estimated or otherwise ascertained by the City.

Debt Service Account means an account or subaccount of that name in the Bond Fund out of which the principal of and interest on any Bonds authorized hereunder shall be paid.

Designated Representative means the Mayor, Treasurer or Clerk, or any City employee designated as such by the Mayor, Treasurer or Clerk.

DTC means The Depository Trust Company of New York, as depository for the Bonds, or any successor or substitute depository for Bonds, as applicable.

Electronic Means means telecopy, facsimile transmissions, e-mail transmissions or other similar electronic means of communication providing evidence of transmission.

Engineer means an independent licensed professional engineer (or firm of licensed professional engineers) selected by the City and experienced and skilled in the design, construction and operation of water systems of comparable size and character to the System.

Fiscal Year means the year commencing October 1 and ending the following September 30.

Fitch means Fitch, Inc., organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such organization shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Fitch shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P or Moody's) designated by the City.

Information Reporting Agreement shall mean, with respect to certain Bonds authorized hereunder, the form of continuing disclosure undertaking by the City dated the date of issuance and delivery of the respective Bonds, as originally executed and as may be amended from time to time in accordance with the terms hereof, if required by Rule 15c2-12.

Letter of Representations means a Blanket Issuer Letter of Representations from the City to DTC authorized by the District for filing with DTC.

Maximum Annual Debt Service means, at the time of calculation, the maximum amount of Annual Debt Service that will be payable in the current Fiscal Year or any future Fiscal Year on all Parity Bonds.

Mayor means the Mayor of the City, or any presiding officer or titular head of the City, or his/her successor in functions, if any.

Moody's means Moody's Investors Service, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Moody's shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P and Fitch) designated by the City.

Net Proceeds, when used with reference to Bonds, means the face amount of the Bonds, plus accrued interest and original issue premium, if any, and less original issue discount and proceeds deposited into a Reserve Account, if any.

Net Revenues means, for any period, the Revenue of the System after the deduction of Operation and Maintenance Expenses.

Operation and Maintenance Expenses means all reasonable expenses incurred by the City, paid or accrued, of operating, maintaining, and repairing the System or of levying, collecting and otherwise administering the Revenue of the System for the payment of the Bonds, but shall not include any payment for debt service or deposits into a Reserve Account, depreciation or taxes levied or imposed by the City of payments to the City in lieu of taxes, or capital additions or capital replacements to the System, and the term includes (except as limited by contract or otherwise limited by law) without limiting the generality of the foregoing:

(1) Engineering, auditing, reporting, legal and other overhead expenses of the various City departments directly relating and reasonably allocable to the administration of the System;

(2) Fidelity bond and property and liability insurance premiums appertaining to the System, or a reasonably allocable share of a premium of any blanket bond or policy pertaining thereto;

(3) Payments to pension, retirement, health, and hospitalization funds and other insurance related to the operation of the System;

(4) Any taxes, assessments, excise taxes or other charges which may be lawfully imposed on the City, the System, revenues therefrom, or any privilege in connection with their operation;

(5) The reasonable charges of the fiscal or paying agent, Bond Registrar, commercial bank, trust bank or other depository bank appertaining to Bonds or appertaining to a Project, if any;

(6) Contractual services, professional services, salaries, other administrative expenses, the cost of materials, supplies, repairs and labor, appertaining to the issuance of Bonds and to the System; and

(7) All other administrative, general and commercial expenses.

Ordinance means this Bond Ordinance and, when applicable, this Bond Ordinance together with Supplemental Ordinance(s) hereto.

Outstanding, as of any particular date, means the Prior Parity Obligations and all Bonds issued hereunder which have been issued, executed, authenticated and delivered by the City, except (i) Bonds and Prior Parity Obligations cancelled because of payment or redemption prior to their stated dates of maturity, and (ii) any Bond and Prior Parity Obligations (or portion thereof) for the payment or redemption of which there has been separately set aside and held funds for the payment thereof.

Parity Bonds means the 2017 Bond and Additional Bonds authorized under Supplemental Ordinances hereto having a lien on the Net Revenues on parity with the Prior Parity Obligations.

Permitted Investments means such investments as shall be legal investment for funds under Section 50-1013, Idaho Code, as then in effect.

Prior Parity Obligations mean the 2010A Notes and 2012C Bond.

Private Person means any natural person engaged in a trade or business or any trust, estate, partnership, association, company or corporation.

Project means the undertaking or undertakings of acquiring and/or constructing improvements to the System, including the Acquisition of water rights, after obtaining authority to incur debt in accordance with the laws of the State of Idaho.

Project Fund means the fund created pursuant to Section 8 hereunder, and any subaccounts created thereunder, and into which shall be deposited Net Proceeds of Bonds to finance Projects and costs of issuance of such Bonds.

Purchaser means an underwriter or direct purchaser of Bonds, as authorized under Supplemental Ordinance(s).

Qualified Insurance means any municipal bond insurance policy or surety bond issued by any insurance company licensed to conduct an insurance business in any state of the United States (or by a service corporation acting on behalf of one or more such insurance companies) which insurance company or companies, as of the time of issuance of such policy or surety bond, are currently rated in one of the two highest Rating Categories by the Rating Agency.

Qualified Letter of Credit means any letter of credit issued by a financial institution for the account of the City, which institution maintains an office, agency or branch in the United States and as of the time of issuance of such letter of credit is currently rated in one of the two highest Rating Categories by the Rating Agency.

Rate Covenant means Net Revenues in each Fiscal Year at least equal to 125% of the amounts required in such Fiscal Year to be paid as scheduled debt service (principal and interest) on all Parity Bonds.

Rating Agency means Moody's, S&P or Fitch.

Rating Category means the generic rating categories of the Rating Agency, without regard to any refinement or gradation of such rating category by a numerical modifier or otherwise.

Rebate Fund means the fund by that name established under Section 9 hereto.

Record Date, unless otherwise provided in a Supplemental Ordinance, means (a) in the case of each interest payment date, the close of business on the fifteenth day preceding the interest payment date; and, if not a business day of the Bond Registrar, the next preceding day that is a Business Day of the Bond Registrar, and (b) in the case of redemption, if applicable, such record date as shall be specified by the Bond Registrar in the notice of redemption, provided that such record date shall be not less than fifteen (15) calendar days before the mailing of such notice of redemption.

Registered Owner or **Registered Owners** mean the person or persons whose names and addresses shall appear on the Bond Register maintained by the Bond Registrar in accordance with the terms of this Bond Ordinance, as the owner or owners of a specific Bond or Bonds. For so long as Bonds are held in book-entry form, DTC shall be deemed to be the sole Registered Owner thereof.

Reserve Account(s) means any Debt Service Reserve Account in the Bond Fund, specifically created to secure an issue of Bonds, if required and created by the respective Supplemental Ordinance.

Reserve Account Requirement means the amount deposited by the City into a subaccount under the Reserve Account upon issuance of Bonds authorized hereunder, if required by the respective Supplemental Ordinance.

Revenue Fund means the fund designated the "City of Twin Falls Water Revenue Fund" previously established by the City and continued hereby into which all of the Revenue of the System is deposited.

Revenue of the System or **Revenue** means all earnings, revenue and moneys received by the City from or on account of the operation of the System, including income from investments of money in the Bond Fund or from any other investment thereof, except the income from investments irrevocably pledged to the payment of any other revenue obligations of the City pursuant to a plan of retirement or refunding. The term Revenue of the System shall include any federal or state reimbursements of Operation and Maintenance Expenses to the extent such expenses are included as Operation and Maintenance Expenses.

Rule 15c2-12 means Rule 15c2-12, as amended, promulgated by the SEC under the Securities and Exchange Act of 1934, as the same may be amended from time to time.

S&P means Standard & Poor's, a Division of The McGraw Hill Companies, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, S&P shall be deemed to refer to any

other nationally recognized securities rating agency (other than Moody's and Fitch) designated by the City.

SEC means the Securities and Exchange Commission.

Supplemental Ordinance means ordinances adopted by the City Council supplementing this Bond Ordinance to authorize the issuance of Bonds under this Ordinance.

System means the municipal domestic water supply and distribution system of the City, including the assets, real and personal, tangible and intangible, and as it may later be added to, extended and improved, and shall include buildings, structures, utilities or other income producing property from the operation of or in connection with which revenues for the payment of Parity Bonds authorized hereunder will be derived, and the lands appertaining thereto, including, without limitation, any Project(s) to be acquired with the proceeds of Bonds issued hereunder.

Tax Certificate means any agreement or certificate of the City which the City may execute in order to establish and assure the tax-exempt status of interest received on Bonds.

Treasurer means the duly appointed Treasurer of the City, or his/her successor in function, if any.

Rules of Interpretation. In this Bond Ordinance, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Bond Ordinance, refer to this Bond Ordinance as a whole and not to any particular article, section, or subdivision;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of any sections of this Bond Ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Bond Ordinance, nor shall they affect its meaning, construction or effect; and

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Authorization of Bonds. In accordance with and subject to the terms, condition and limitations of the Revenue Bond Act or other statutes authorizing Bonds to be issued hereunder, the City is authorized to issue Bonds pursuant to the terms and provisions hereof as supplemented by the terms and provisions of Supplemental Ordinance(s) to provide for

the specific terms and provisions thereof, including, but not limited to, the designation of each series of Bonds, the dated date of original issuance and delivery thereof, the registration provisions thereof, the denominations, maturity, payment and redemption provisions thereof, and requirements, if any, for a Reserve Account to secure payment of debt service on the Bonds. Bonds shall be special obligations only of the Bond Fund and shall be payable and secured as provided herein. The Bonds do not constitute an indebtedness or general obligation of the City within the meaning of the constitutional provisions and limitations of the State of Idaho.

Section 3. Registration, Exchange and Payments.

(a) *Registrar and Register.* Upon issuance of Bonds hereunder, if required, the City will appoint a registrar, authenticating agent, paying agent and transfer agent (collectively, the "Bond Registrar"). The Bond Registrar shall keep, or cause to be kept, at its principal corporate trust office, sufficient records for the registration and transfer of Bonds (the "Bond Register"), which shall be open to inspection by the City. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of such Bonds and this Ordinance and to carry out all of the Bond Registrar's powers and duties under this Ordinance. The Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication on the Bonds. The Mayor or Treasurer is hereby authorized to negotiate the terms of a registrar agreement with the Bond Registrar, providing for compensation and other terms mutually acceptable to the City and the Bond Registrar regarding the performance of its duties under this Ordinance. The term "Bond Registrar" shall include any business successor or successors thereto, any company into which the Bond Registrar may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party, provided such company shall be a bank or trust company organized under the laws of any state of the United States of America or a national banking association and shall be authorized by law to perform all the duties imposed upon it by this Ordinance, shall be the successor to the Bond Registrar without the execution or filing of any paper or the performance of any further act.

(b) *Registered Ownership.* The City and the Bond Registrar may deem and treat the Registered Owner of each Bond on the Record Date as the absolute owner for all purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary. Payment of any such Bond shall be made only as described herein, but such registration may be transferred as herein provided. All such payments made as described herein, shall be valid and shall satisfy the liability of the City upon such Bond to the extent of the amount or amounts so paid.

(c) *DTC Acceptance/Letter of Representations.* If required by the respective Supplemental Ordinance, Bonds will initially be held in fully immobilized form by DTC acting as depository. In the written acceptance of the Bond Registrar, the Bond Registrar shall agree to take all action necessary for all representations of the City in the Letter of Representations with respect to the Bond Registrar to be complied with at all times. The City's Letter of Representations is for the purpose of effectuating the book-entry-only system and shall not be deemed to amend, supersede or supplement the terms of this Ordinance, which terms are intended to be complete without reference to the Letter of Representations.

In the event of any conflict between the terms of the Letter of Representations and the terms of this Ordinance, the terms of this Ordinance shall control. DTC may exercise the rights of a Registered Owner hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

(d) Neither the City nor the Bond Registrar will have any responsibility or obligation to DTC participants or the persons for whom they act as nominees with respect to the Bonds for the accuracy of any records maintained by DTC or any DTC participant, the payment by DTC or any DTC participant of any amount in respect of the principal of or interest on Bonds, any notice that is permitted or required to be given to Registered Owners under this Ordinance (except such notices as shall be required to be given by the City to the Bond Registrar or to DTC), the selection by DTC or any DTC participant of any person to receive payment in the event of a partial redemption of the Bonds, or any consent given or other action taken by DTC as the Registered Owner. For so long as any Bonds are held in fully immobilized form hereunder, DTC or its successor depository shall be deemed to be the Registered Owner for all purposes, and all references in this Ordinance to the Registered Owners shall mean DTC or its nominee and shall not mean the owners of any beneficial interest in any Bonds.

(e) *Use of Depository.*

(1) Under the book-entry-only system, Bonds shall be registered initially in the name of "CEDE & Co.," as nominee of DTC, with one Bond maturing on each of the maturity dates for each series of the Bonds in a denomination corresponding to the total principal therein designated to mature on such date. Registered ownership of such immobilized Bonds, or any portions thereof, may not thereafter be transferred except (a) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (b) to any substitute depository appointed by the Designated Representative pursuant to subsection (2) below or such substitute depository's successor; or (c) to any person as provided in subsection (4) below.

(2) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the Designated Representative to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the Designated Representative may hereafter appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(3) In the case of any transfer pursuant to clause (a) or (b) of subsection (1) above, the Bond Registrar shall, upon receipt of Outstanding Bonds issued hereunder, together with a written request on behalf of the Designated Representative, issue a single new Bond for each maturity then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the Designated Representative.

(4) In the event that (a) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (b) the Designated Representative determines that it is in the best interest of the Beneficial

Owners of the Bonds that such owners be able to obtain such Bonds in the form of Bond certificates, the ownership of such Bonds may then be transferred to any person or entity as herein provided, and shall no longer be held in fully immobilized form. The Designated Representative shall deliver a written request to the Bond Registrar, together with a supply of definitive Bonds, to issue Bonds as herein provided in any authorized denomination. Upon receipt by the Bond Registrar of all then Outstanding Bonds issued hereunder, together with a written request on behalf of the Designated Representative to the Bond Registrar, new Bonds shall be issued in the appropriate denominations and registered in the names of such persons as are requested in such written request.

(f) *Registration of Transfer of Ownership or Exchange; Change in Denominations.* The transfer of any Bond may be registered and Bonds may be exchanged, but no transfer of any such Bond shall be valid unless such Bond is surrendered to the Bond Registrar with the assignment form appearing on such Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Bond Registrar. Upon such surrender, the Bond Registrar shall cancel the surrendered Bond and shall authenticate and deliver, without charge to the Registered Owner or transferee therefor, a new Bond (or Bonds at the option of the new Registered Owner) of the same date, maturity, and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Bond, in exchange for such surrendered and cancelled Bond. Any Bond may be surrendered to the Bond Registrar and exchanged, without charge, for an equal aggregate principal amount of the Bonds of the same date, maturity, and interest rate, in any authorized denomination. The Bond Registrar shall not be obligated to register the transfer or to exchange any Bond during the 15 days preceding the date any such Bond is to be redeemed.

(g) *Registrar's Ownership of Bonds.* The Bond Registrar may become the Registered Owner of any Bond with the same rights it would have if it were not the Bond Registrar, and to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as member of, or in any other capacity with respect to, any committee formed to protect the rights of the Registered Owners of the Bonds.

(h) *Place and Medium of Payment.* The principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Interest on the Bonds shall be calculated pursuant to the provisions of the respective Supplemental Ordinance authorizing Bonds. For so long as all Bonds are in fully immobilized form, such payments of principal and interest thereon shall be made as provided in the operational arrangements of DTC as referred to in the Letter of Representations.

In the event that the Bonds are no longer in fully immobilized form, or are initially issued outside of the DTC book-entry only system, interest on the Bonds shall be paid by check or draft mailed to the Registered Owners of the Bonds at the addresses for such Registered Owners appearing on the Bond Register on the Record Date. Principal of the Bonds shall be payable upon presentation and surrender of such Bonds by the Registered Owners at the principal office of the Bond Registrar.

Section 4. Redemption and Purchase.

(a) *Redemption.* Bonds may be subject to optional and/or mandatory redemption prior to maturity pursuant to the terms and provisions of the Supplemental Ordinance(s) authorizing Bonds.

(b) *Purchase of Bonds.* The City reserves the right to use at any time any Revenue of the System available after providing for payments required by Section 6(b) of this Ordinance, or other available funds, to purchase any of the Bonds offered to the City at any price deemed reasonable by the Designated Representative.

(c) *Selection of Bonds for Redemption.* As long as Bonds are held in book-entry only form, the selection of Bonds to be redeemed shall be made in accordance with the operational arrangements in effect at DTC. If the Bonds are no longer held in uncertificated form, the selection of such Bonds to be redeemed shall be made as provided in this subsection (c). If the City redeems at any one time fewer than all of the Bonds having the same maturity date, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot (or in such other manner determined by the Bond Registrar) in increments of \$5,000. In the case of a Bond of a denomination greater than \$5,000, the City and the Bond Registrar shall treat each Bond as representing such number of separate Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Bond by \$5,000. If Bonds are called for optional redemption, portions of the principal amount of such Bonds, in installments of \$5,000 or any integral multiple of \$5,000, may be redeemed. If less than all of the principal amount of any Bond is redeemed, upon surrender of such Bond at the principal office of the Bond Registrar, there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal amount thereof, a new Bond or Bonds, at the option of the Registered Owner, of like maturity and interest rate in any denomination authorized by this Ordinance.

(d) *Notice of Redemption.*

(1) Official Notice. Unless waived by any owner of Bonds to be redeemed, official notice of any such redemption (which notice may be conditional) shall be given by the Bond Registrar on behalf of the City by Electronic Means or by mailing a copy of an official redemption notice by first class mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar. All official notices of redemption shall be dated and shall state:

(A) the redemption date;

(B) the redemption price;

(C) if fewer than all Outstanding Bonds of an issue authorized hereunder are to be redeemed, the identification by maturity (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;

(D) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

(E) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Bond Registrar.

On or prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date, unless the redemption notice specified a conditional redemption and the condition was not fulfilled.

(2) Effect of Notice. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Bond Registrar and shall not be reissued. The City will not provide notices of redemption to Beneficial Owners of any Bond, and notice to DTC in accordance with this Section shall constitute sufficient notice.

(3) Additional Notice. In addition to the foregoing notice, further notice shall be given by the Bond Registrar as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed. Each further notice of redemption shall be sent at least thirty (30) days before the redemption date by registered or certified mail, overnight delivery service or Electronic Means to the Electronic Municipal Market Access System (“EMMA”) of the Municipal Securities Rule Making Board as provided for by the Securities and Exchange Commission and located at www.emma.mrsb.org, or to such other depository designated by the Securities and Exchange Commission.

(4) CUSIP Numbers. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number, if any, identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(5) Amendment of Notice Provisions. The foregoing notice provisions of this Section, including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended pursuant to Supplemental Ordinances, by additions, deletions and changes in order to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

Section 5. Establishment of Accounts and Funds. The following accounts and funds on the accounting records of the City are hereby ratified, if previously created, or created with respect to Bonds issued hereunder:

- (a) Bond Fund, consisting of the Debt Service Account and any and all Reserve Accounts;
- (b) Revenue Fund, held by the City;
- (c) Project Fund, and any subaccounts thereunder, held by the City; and
- (d) Rebate Fund, held by the City.

Section 6. Revenue Fund; Priority of Application of Revenue.

(a) *Revenue Fund.* The City maintains the “City of Twin Falls Water Revenue Fund” (the “Revenue Fund”) as a separate enterprise fund of the City. All Revenue of the System is deposited in the Revenue Fund. Notwithstanding the foregoing, the City may maintain such separate funds and accounts in such names and under such additional designations as shall be required to comply with standard accounting practices.

(b) *Priority of Application of Revenue of the System.* The Revenue Fund shall be held separate and apart from all other funds and accounts of the City, and the Revenue of the System deposited in such Revenue Fund shall be used only for the following purposes and in the following order of priority:

First, to pay the Operation and Maintenance Expenses of the System;

Second, to pay the interest on any Parity Bonds, including reimbursements to the issuer of a Qualified Letter of Credit or Qualified Insurance if a Qualified Letter of Credit or Qualified Insurance secures the payment of interest on Parity Bonds and the Supplemental Ordinance authorizing such Parity Bonds provides for such reimbursement;

Third, to pay the principal of any Parity Bonds, including reimbursements to the issuer of a Qualified Letter of Credit or Qualified Insurance if a Qualified Letter of Credit or Qualified Insurance secures the payment of principal of Parity Bonds and the Supplemental Ordinance authorizing such Parity Bonds provides for such reimbursement;

Fourth, to make all payments required to be made into any Reserve Account created to secure payment of debt service on any series of Parity Bonds, including reimbursements to the issuer of a Qualified Letter of Credit or Qualified Insurance if a Qualified Letter of Credit or Qualified Insurance has been issued to fund the Reserve Account Requirement for any series of Parity Bonds and the Supplemental Ordinance authorizing such Parity Bonds provides for such reimbursement;

Fifth, to make all payments required to be made into any revenue bond redemption fund or revenue warrant redemption fund and debt service fund or reserve account created to pay and secure the payment of the principal of and interest on government loans and any other revenue

bonds or revenue warrants of the City having a lien upon the Revenue of the System junior and inferior to the lien thereon for the payment of the principal of and interest on Parity Bonds; and

Sixth, to retire by redemption or purchase any Outstanding Parity Bonds or revenue warrants of the City payable out of the Revenue of the System, to make necessary additions, betterments, improvements and repairs to or extensions and replacements of the System, or for any other lawful City purposes.

The City may transfer any money from any funds or accounts of the System legally available therefor, except bond redemption funds, refunding escrow funds or defeasance funds, to meet the required payments to be made into the Bond Fund.

Section 7. Bond Fund. There is hereby ratified and continued a fund known as the "City of Twin Falls Water Revenue Bond Fund" (the "Bond Fund") solely for the purpose of paying the principal of, premium, if any, and interest on Bonds issued pursuant this Ordinance. The Bond Fund shall consist of the following accounts: (1) Debt Service Account, and any subaccounts established thereunder pursuant to Supplemental Ordinances, and (2) any Reserve Account established pursuant to Supplemental Ordinances.

Said accounts are more particularly described as follows:

(a) Debt Service Account. As long as any Parity Bond remains Outstanding, the City hereby irrevocably obligates and binds itself to set aside and pay from the Revenue Fund into the Debt Service Account those amounts necessary, together with such other funds as are on hand and available in the Debt Service Account, to pay the interest or principal and interest next coming due on Parity Bonds. Such payments from the Revenue Fund to the Debt Service Account shall be made in a fixed amount without regard to any fixed proportion following the closing and delivery of Bonds on or before each date on which an installment of interest or principal and interest falls due on Parity Bonds and/or a Parity Bond is subject to mandatory redemption and in an amount equal to the installment of interest or principal and interest or the redemption amount.

(b) Reserve Accounts. If provided in a Supplemental Ordinance authorizing an issue of Bonds, the City shall maintain a Reserve Account as required by the Supplemental Ordinance for the purpose of securing the payment of the principal of and interest on such issue of Bonds. The City will covenant and agree in such Supplemental Ordinance to fund the Reserve Account upon issuance of the Bonds in the amount of the Reserve Account Requirement as provided therein, or to provide for funding of the Reserve Account over time, and after funding the Reserve Account Requirement, to maintain at all times an amount in the Reserve Account, as applicable, equal to the Reserve Account Requirement as provided therein, except for withdrawals authorized therefrom, for so long as such Bonds remain outstanding.

Alternatively, a Reserve Account Requirement for any issue of Bonds may be maintained, in whole or in part, by a Qualified Letter of Credit or Qualified Insurance, as provided in the respective Supplemental Ordinance. The amount payable from the Qualified Insurance or the Qualified Letter of Credit shall be credited against the amounts otherwise required to be accumulated and maintained in a Reserve Account. In computing the amount on

hand in the Reserve Account, Qualified Insurance and/or a Qualified Letter of Credit shall be valued at the face amount thereof, and all other obligations purchased as an investment of moneys therein shall be valued at cost.

The Supplemental Resolution for each series of Bonds will set out the terms and provisions for withdrawals from the Reserve Account, if required, in the event of insufficient amounts in the Debt Service Account to pay the principal of, premium if any, interest on, and mandatory sinking fund installments, as applicable, on any Bonds secured by such Reserve Account then Outstanding, and the provisions for any surplus in the Reserve Account, if applicable.

In the event there shall be a deficiency in the Debt Service Account to meet maturing installments of either principal, interest, or sinking fund installments on the Bonds payable out of such account and secured by a Reserve Account, such deficiency shall be made up from such Reserve Account(s), as applicable, by the withdrawal of moneys therefrom. Any deficiency created in a Reserve Account by reason of any such withdrawal shall then be made up out of Revenue of the System (after making necessary provision for the payments required to be made by subparagraphs First through Third of Section 6(b)) by approximately equal additional monthly payments so that by twelve (12) months from the date of such withdrawal there will have been paid into the applicable Reserve Account an amount which, with money already on deposit therein, will equal the Reserve Account Requirement, as applicable.

The value of money and obligations credited to any and all Reserve Accounts, as applicable, shall be determined by the City annually as of September 30. If the valuation shall be less than the amount required to be maintained therein, the deficiency (due to said valuation and not to a withdrawal) shall be made up from the Revenue Fund by paying into the applicable Reserve Account one-sixth (1/6) of the deficiency on or before the 20th day of each of the next six (6) succeeding months.

(c) *Sufficiency of Revenues.* The City Council hereby states and certifies that in setting aside and providing for said payments into the various accounts within the Bond Fund of the amounts necessary for the payment of the principal, interest, and sinking fund installments on said Bonds, as applicable, the City Council has taken into consideration and has due regard for Operation and Maintenance Expenses, and the City Council will set aside into said accounts within the Bond Fund moneys sufficient and necessary to retire said Bonds (including principal, interest, and sinking fund installments) and any prior or subsequent bonds issued on a parity therewith, after paying all Operation and Maintenance Expenses.

(d) *Pledge of Net Revenues; Priority of Lien of Payments into Accounts within the Bond Fund.* The Net Revenues to be paid into the various accounts within the Bond Fund from the Revenue of the System are hereby pledged to pay the respective Parity Bonds secured thereby, and shall be a lien and prior first charge thereon, equal in rank to the lien and charge of all Parity Bonds.

(e) *Application and Investment of Moneys in Accounts within the Bond Fund.* Moneys in the various accounts within the Bond Fund may be invested in Permitted Investments. Investments of funds in the accounts within the Bond Fund shall mature prior to the date on

which such moneys shall be needed for required interest, principal, or sinking fund installments. Investments of funds in any Reserve Account shall be retained in the respective Reserve Account and used to pay debt service on the Bonds secured by such Reserve Account in the event there is a deficiency in the Debt Service Account established for payment of such Bonds within the Bond Fund. All interest earned and income derived by virtue of such investments shall remain in the respective Debt Service Account under the Bond Fund and used to meet the required deposits into such account. Subject to the other provisions of this subparagraph, moneys in the Debt Service Account(s) and Reserve Account(s), as applicable, may be combined for the purpose of purchasing investments, but the records of the City shall show to which account the respective portions of any such combined investment are credited.

Section 8. Project Fund. The City hereby creates a fund known as the “City of Twin Falls Water System Project Fund” (the “Project Fund”) under which subaccounts shall be created pursuant to Supplemental Ordinance(s) for a Project and into which shall be deposited all of the proceeds of the sale of the respective Bonds authorized hereunder and pursuant to Supplemental Ordinance(s), to be used for the payment of the Cost of Acquisition of a Project, including costs of issuance of the respective issue of Bonds. Any interest earnings on moneys invested from a subaccount under the Project Fund shall be deposited into said Project Fund subaccount. The City’s share of any liquidated damages or other moneys paid by defaulting contractors or their sureties will be deposited into the respective Project Fund subaccount to assure the completion of a Project.

When the construction of a Project has been completed and all costs related thereto have been paid in full, any balance remaining in the respective Project Fund subaccount will be deposited into the Debt Service Account under the Bond Fund created for payment of the Bonds financing such Project.

Section 9. Rebate Fund; Rebate Requirement.

There is hereby established a Rebate Fund into which shall be deposited, from time to time, all excess earnings on funds and accounts held by the City hereunder to the extent required by any Tax Certificate of the City and said amounts shall be held in trust for the payment of arbitrage rebate in accordance with Section 148 of the Code and the Tax Certificate. All earnings on the Rebate Fund shall remain within said fund and shall be used for no other purpose unless the City provides the Bond Registrar with an opinion of nationally recognized bond counsel that another use will not cause interest on the respective Bonds to cease to qualify for exclusion from federal income taxation under the Code.

The Bond Registrar may rely conclusively upon and shall be fully protected from all liability in relying upon the City’s determinations, calculations, certifications and written directions required by this Section and the Bond Registrar shall have no responsibility to monitor and independently make any calculations or determination or to review the City’s determinations, calculations, certifications and written directions required by this Section.

Section 10. Authorization for Projects. The City Council hereby authorizes and directs that upon determination that it is necessary to preserve the public health, safety and welfare that certain components of the City’s existing System be repaired, replaced and/or

improved, that Project(s) may be financed by the issuance of Bonds upon adoption of Supplemental Ordinance(s) pursuant to and upon compliance with Section 13 hereunder.

Each such Supplemental Ordinance authorizing Bonds to finance a Project shall include:

- (1) the description of the Project to be acquired, constructed and installed;
- (2) that the City, its staff and agents shall undertake the Project in accordance with maps, plans and specifications prepared by the City's Engineer, which shall be on file in the City Clerk's office, and which may be revised prior to or in the course of actual construction, provided such changes are found necessary and desirable by the City Council and that such changes do not substantially affect or alter the plans or costs of the Project; and
- (3) the total estimated Cost of Acquisition of the Project to be financed by the Bonds.

Section 11. Specific Covenants. For the protection and security of the Parity Bonds, the City hereby covenants and agrees to and with the Registered Owners of Parity Bonds that the City will perform the following covenants:

(a) *Rate Covenant.* The City has established, may from time to time revise, and shall maintain and shall collect from the users of the System, rates and charges for furnishing the services and the facilities of the System to such users thereof. Said rates and charges are, and shall continue to be, uniform as to all persons or properties which are of the same class. The City shall establish, maintain and collect such rates and charges for service of its System for so long as any Parity Bonds are Outstanding and shall maintain the Rate Covenant.

(b) *Acquire Projects.* The City shall commence the Acquisition, construction and completion of any Project financed by proceeds of Bonds, and continue the same with all practical dispatch and in a sound and economical manner.

(c) *Operate System.* The City shall operate the System in an efficient and economical manner and prescribe, revise, and collect such charges in connection therewith so that the services, facilities, and properties of the System may be furnished at the lowest possible cost consistent with sound economy and prudent management.

(d) *Good Repair.* The City shall operate, maintain, preserve, and keep the System and every part hereof in good repair, working order, and condition.

(e) *Preserve Security.* The City shall preserve and protect the security of the Parity Bonds and the rights of the Registered Owners thereof.

(f) *Collect Revenues.* The City shall collect and hold in trust the Revenue of the System and other funds pledged to the payment of the Parity Bonds and apply such Revenue of the System or other funds only as provided in this Ordinance and all Supplemental Ordinances.

(g) *Service Bonds.* The City shall pay and cause to be paid punctually the principal of and interest on Parity Bonds on the date or dates, at the place or places, and in the manner that such sums are due in accordance with this Ordinance and all Supplemental Ordinances.

(h) *Pay Claims.* The City shall pay and discharge any and all lawful claims for labor, materials, and supplies which, if unpaid, might by law become a lien or charge upon the Revenue of the System, or any part of said Revenue of the System, or any funds in the hands of the Treasurer, prior or superior to the lien of Parity Bonds or which might impair the security of Parity Bonds to the end that the priority and security of Parity Bonds shall be fully preserved and protected.

(i) *Encumbrances.* The City shall not encumber, sell, lease, or dispose of the System or any part thereof, nor enter into any lease or agreement which would impair or impede the operation of the System or any part thereof necessary to secure adequate Revenue for the payment of the principal of and interest on Parity Bonds, nor which would otherwise impair or impede the rights of the Registered Owners of Parity Bonds with respect to such Revenue or the operation of the System without provisions for the retirement of Parity Bonds then Outstanding from the proceeds thereof.

(j) *Insurance.* The City shall procure and keep in force insurance upon all buildings and structures of the System and the machinery and equipment therein, which are usually insured by entities operating like property, in good and responsible insurance companies. The amount of the insurance shall be such as may be required to adequately protect the City and the Registered Owners of any Parity Bonds from loss due to any casualty, and in the event of any such loss, the proceeds shall be used to repair or restore the System or for the payment of Parity Bonds.

(k) *Fidelity Bonds.* The City shall procure suitable fidelity bonds covering all of its officers and other employees charged with the operation of the System and the collection and disbursement of Revenue of the System.

(l) *Engineers.* The City shall employ consulting engineers of acknowledged reputation, skill, and experience in the improvement and operation of the System for any unusual or extraordinary items of maintenance, repair, extensions, or betterments as shall be required from time to time. All reports, estimates, and recommendations of such consulting engineers shall be filed with the Clerk and furnished to the Registered Owners of any Parity Bonds upon request.

(m) *Accounts.* The City shall keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the System, and it will furnish complete operating and income statements upon request.

(n) *Delinquencies.* The City shall not furnish water service to any customer whatsoever free of charge and it shall, not later than sixty (60) days after the end of each calendar year, take such legal action as may be reasonable to enforce collection of all collectible delinquent accounts.

Section 12. Tax Covenants.

(a) *General.* The City covenants with the owners of Bonds that, notwithstanding any other provision of this Ordinance or any other instrument, it will take no action which would adversely affect the tax exempt status of Bonds issued hereunder under Sections 103 or 148 of the Code pertaining to the exclusion of interest on the Bonds from gross income for federal income tax purposes. The foregoing covenant shall extend throughout the term of the Bonds. The City will execute a Tax Certificate dated the date of issuance and closing of Bonds hereunder with respect to such federal tax matters.

(b) *Arbitrage Covenant; Covenant to Maintain Tax Exemption.*

(1) The Mayor and Finance Director of the City and other appropriate officials of the City each are hereby authorized and directed to execute from time to time such Tax Certificates as shall be necessary to establish that the Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code and the regulations promulgated or proposed thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised, and to establish that interest on the Bonds is not and will not become includable in gross income under the Code and applicable regulations. The City covenants and certifies to and for the benefit of the Bondholders that no use will be made of the proceeds of the issue and sale of the Bonds, or any funds or accounts of the City which may be deemed to be proceeds of the Bonds, pursuant to Section 148 of the Code and applicable regulations (proposed or promulgated,) which use, if it had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to this covenant, the City obligates itself to comply throughout the term of the Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder.

(2) The City further covenants and agrees to and for the benefit of the Bondholders that the City (i) will not take any action that would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the Bondholders as provided in Section 103 of the Code, (ii) will not omit to take or cause to be taken, in timely manner, any action which would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the Bondholders as provided in Section 103 of the Code, and (iii) without limiting the generality of the foregoing, (a) will not take any action which would cause the Bonds, or any Bond, to be a "private activity bond" within the meaning of Section 141 of the Code or to fail to meet any applicable requirement of Section 149 of the Code and (b) will not omit to take or cause to be taken, in timely manner, an action which would cause the Bonds, or any Bond, to be a "private activity bond" or to fail to meet any applicable requirement of Section 149 of the Code. The Mayor and the Finance Director of the City, or such other appropriate officials of the City each are hereby authorized and directed to execute from time to time such Tax Certificate as shall be necessary to establish that the Bonds are not and will not become "private activity bonds," that all applicable requirements of Section 149 of the Code are and will be met, and that the covenant of the City contained in this Section 12(b)(2) will be complied with.

(3) The City covenants and certifies to and for the benefit of the Bondholders that: (i) the City will at all times comply with the provisions of any Tax Certificate; (ii) the City will at all times comply with the rebate requirements contained in Section 148(f) of the Code, to

the extent applicable; and (iii) no bonds or other evidences of indebtedness of the City have been or will be issued, sold or delivered within a period beginning 15 days prior to the sale of a series of Bonds and ending 15 days following the date of delivery of and payment for such Bonds.

The City hereby covenants to adopt, make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) any resolution or Tax Certificate necessary to comply with any changes in law or regulations in order to preserve the exclusion of interest on Bonds from gross income of the Bondholders thereof for purposes of the federal income tax to the extent that it may lawfully do so. The City further covenants to (a) impose such limitations on the investment or use of moneys or investment related to Bonds, (b) make such payments to the United States Treasury, (c) maintain such records, (d) perform such calculations and (e) perform such other acts as may be necessary to preserve the exclusion of interest on Bonds from gross income of the Bondholders thereof for purposes of the federal income tax and which it lawfully may do.

Pursuant to these covenants, the City obligates itself to comply with the requirements of Section 103 of the Code and the regulations proposed or promulgated thereunder throughout the term of the issue of any Bonds issued hereunder.

(c) *Modification of Tax Covenants.* The covenants of this Section are specified solely to assure the continued exemption from regular income taxation of the interest on Bonds. To that end, the provisions of this Section may be modified or eliminated without any requirement for formal amendment thereof upon receipt of an opinion of the City's bond counsel that such modification or elimination will not adversely affect the tax exemption of interest on any Bonds.

Section 13. Issuance of Additional Bonds.

(a) *Limitations Upon Issuance of Parity Obligations.* As long as any Bonds issued hereunder are Outstanding, the City hereby covenants and agrees that it will not issue any Bonds except that the City hereby reserves the right to issue Additional Bonds constituting a charge and lien upon the Net Revenues of the System equal to the lien thereon of any Bonds issued hereunder but not prior nor superior thereto. Except as provided in this subsection (a), the City shall not issue any series of Additional Bonds or incur any additional indebtedness with a parity lien or charge on Net Revenues (i.e., on a parity of lien with Parity Bonds at the time Outstanding) unless:

(1) Prior to authorizing the Additional Bonds to finance a Project under Idaho Code Sections 50-1027 through 50-1042, inclusive, as may be amended from time to time, the City obtains approval of the electorate of the City or a judicial confirmation pursuant to Title 7 Chapter 13 of the Idaho Code that the Additional Bonds are enforceable obligations of the City as required by the Revenue Bond Act, or obtains authority in accordance with the laws of the State of Idaho;

(2) The City is not, and has not been, in default as to any payments required by the provisions of this Bond Ordinance or any Supplemental Ordinance for a period of not less than twelve (12) months immediately preceding the issuance of such Additional Bonds;

(3) The Supplemental Ordinance(s) authorizing the issuance of the 2017 Bond and Additional Bonds shall include the covenants provided in Section 7(b) hereof and provide that the Reserve Account Requirement, if applicable, shall be funded no later than as permitted under such Supplemental Ordinance(s);

(4) The requirements and covenants with respect to the issuance of additional indebtedness included in the 2009 Loan Agreement, Loan Agreement, the 2012 Loan Agreement, and the proposed loan agreement with the Bond Bank related to the 2017 Bond Bank shall be satisfied prior to the issuance of Additional Bonds;

(5) As evidenced by a written certification filed with the City by the City Engineer, an independent engineer, or certified public accountant, the Net Revenues of the System for a period of twelve (12) consecutive months out of the twenty-four (24) months immediately preceding the issuance of such Additional Bonds shall have been sufficient to meet the Additional Bonds Requirement, commencing with the first full Fiscal Year following the date on which any portion of interest on the series of Additional Bonds then being issued no longer will be paid from the proceeds of such series of Additional Bonds.

In calculating the Net Revenues of the System, the City may take into consideration changes in Net Revenues estimated to occur under one or more of the following conditions for each year after such delivery for so long as the Parity Bonds and any Additional Bonds shall be Outstanding:

(A) Any increase or decrease in Net Revenues which would result from any change in rates or charges adopted prior to the issuance of the Additional Bonds;

(B) Any increase or decrease in Net Revenues estimated to result from any additions, betterments, and improvements to and extensions of any facilities of the System which (i) became fully operational during such twelve (12) month period; (ii) were under construction at the time of the issuance of the Additional Bonds; or (iii) will be constructed from the proceeds of the Additional Bonds proposed to be issued; and/or

(C) The additional Net Revenues which would have been received if any customers added to the System prior to the date of the Additional Bonds, but subsequent to the beginning of such twelve (12) month period, were customers for the entire period.

The written certification described in this Section 13(a)(5) shall not be required as a condition to the issuance of Additional Bonds:

(A) if the Additional Bonds being issued are for the purpose of refunding Outstanding Parity Bonds issued hereunder; or

(B) if the Additional Bonds are being issued to pay costs of completion of construction of facilities of the System for which Additional Bonds have been issued previously and the principal amount of such Additional Bonds being issued for completion purposes does not exceed an amount equal to an aggregate of 15% of the principal amount of Additional Bonds theretofore issued for such facilities and reasonably allocable to the facilities

to be completed as shown in a written certificate of the City Engineer, which certificate shall also state that the nature and purpose of such facilities have not materially changed.

(b) *Subordinate Lien Obligations.* Nothing herein contained shall prevent the City from issuing revenue bonds or other obligations which are a charge upon the Revenue of the System junior or inferior to the payments required by this Ordinance to be made out of such Revenue to pay and secure the payment of any Parity Bonds authorized hereunder.

(c) *Refunding Obligations.* Nothing herein contained shall prevent the City from issuing revenue bonds to refund maturing Parity Bonds for the payment of which moneys are not otherwise available.

Section 14. Form of Bonds. Bonds hereunder shall be in substantially the following form as may be revised to reflect the specific terms and provisions of each series of Bonds, and as required if not registered under the book-entry-only system of DTC:

[Form of Bonds]

UNITED STATES OF AMERICA

No. _____

\$ _____

STATE OF IDAHO
CITY OF TWIN FALLS, TWIN FALLS COUNTY

WATER REVENUE BOND, [SERIES _____]

INTEREST
RATE:

MATURITY
DATE:

DATED
DATE:

CUSIP
NO: _____

REGISTERED OWNER: [CEDE & CO.]

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Twin Falls, Twin Falls County, Idaho, a body politic and corporate organized and existing under and by virtue of the laws of the State of Idaho (herein called the "City") hereby acknowledges itself to owe and for value received promises to pay, but only from the sources and as hereinafter provided, to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount indicated above and to pay interest thereon from the Dated Date hereof, or the most recent date to which interest has been paid or duly provided for, at the Interest Rate set forth above, payable on [_____], and semiannually thereafter on the ____ days of each _____ and _____ until such principal sum is paid or payment has been duly provided for.

Both principal of and interest on this bond are payable in lawful money of the United States of America to the Registered Owner of record as of the close of business on the fifteenth day preceding an interest payment date, and if not a business day of the Bond Registrar (hereinafter defined), the next preceding day that is a business day for the Bond Registrar. Interest and principal shall be paid as provided in the Blanket Issuer Letter of Representations (the "Letter of Representations") by the City to The Depository Trust Company ("DTC"). _____ is acting as the Bond Registrar, authenticating agent and paying agent for the bonds of this issue (the "Bond Registrar"). Capitalized terms used in this bond that are not specifically defined have the meanings given such terms in the Bond Ordinance No. _____ (Water System) of the City, as supplemented by Supplemental Ordinance No. _____ (collectively, the "Ordinance"). Reference is made to the Ordinance and any and all modifications and amendments thereto for a description of the nature and extent of the security for the bonds of this issue, the funds or revenues pledged, and the terms and conditions upon which such bonds are issued.

This bond is one of an authorized issue of bonds of the City of like date and tenor, except as to number, amount, rate of interest and date of maturity in the aggregate principal amount of [\$_____]. This issue of bonds is authorized by the Ordinance to finance certain improvements to the City's municipal domestic water supply and distribution system (the "System") [or for the purposes of refunding Outstanding water revenue bonds of the City].

This bond and the bonds of this issue are payable solely from the special fund of the City defined as the "Bond Fund" under the Ordinance. The City has irrevocably obligated and bound itself to pay into the Bond Fund out of the Revenue of the System or from such other moneys as may be provided therefor certain amounts necessary to pay and secure the payment of the principal and interest on such bonds. The bonds of this issue are not general obligations of the City.

The bonds of this issue are issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Idaho, including Sections 50-1027 through 57-1042, inclusive, Idaho Code, chapters 2, and 9, Title 57, Idaho Code, and duly adopted ordinances of the City. The City hereby covenants and agrees with the owner of this bond that it will keep and perform all the covenants of this bond and of the Ordinance to be by it kept and performed, and reference is hereby made to the Ordinance for a complete statement of such covenants.

The City does hereby pledge and bind itself to set aside from the Revenue Fund Net Revenues of the System and to deposit into the Bond Fund and the Reserve Account thereunder, if applicable, such amounts as required by the Ordinance to be paid into and maintained in such fund and account, all within the times provided by the Ordinance. To the extent more particularly provided by the Ordinance, the Net Revenues so pledged shall be a lien and prior first charge thereon, equal in rank to the lien and charge of any Parity Bonds, as defined in the Ordinance, including the amounts required to pay and secure the payment of Additional Bonds (as such terms are defined in the Ordinance) of the City hereafter issued on a parity of lien with the bonds of this issue and superior to all other liens and charges of any kind or nature.

The pledge of Net Revenues of the System and other obligations of the City under the Ordinance may be discharged at or prior to the maturity or redemption of the bonds of this issue upon the making of provision for the payment thereof on the terms and conditions set forth in the Ordinance.

[The bonds maturing on or before _____, are not subject to call or redemption prior to their stated dates of maturity. The bonds maturing on or after _____, in whole or in part are subject to optional call for redemption on any date on and after _____, at the option of the City.]

[If not previously redeemed as described above, the bonds maturing on _____, will be called for mandatory redemption at the price of par on the following dates and in the following principal amounts:

<u>Redemption Date</u>	<u>Amount</u>
------------------------	---------------

*Final Maturity]

The bonds of this issue are initially issued in the form of a separate single certificated fully registered Bond for each maturity, and registered in the name of Cede & Co., as nominee of DTC.

Unless this bond is presented by an authorized representative of DTC to the District or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this bond have happened, been done, and performed.

IN WITNESS WHEREOF, the City of Twin Falls, Twin Falls County, Idaho, has caused this bond to be signed with the facsimile or manual signatures of the Mayor and the City Treasurer, to be attested by the facsimile or manual signature of the City Clerk, all as of this [____ day of _____, 20__].

CITY OF TWIN FALLS, TWIN FALLS
COUNTY, IDAHO

By: [FACSIMILE OR MANUAL]
Mayor

By: [FACSIMILE OR MANUAL]
City Treasurer

ATTEST:

[FACSIMILE OR MANUAL]
Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This bond is one of the bonds described in the within-mentioned Ordinance and is one of the Water Revenue Bonds, Series [____], of the City of Twin Falls, Twin Falls County, Idaho, dated [_____].

_____,
Registrar

By: _____
Title: _____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Name of Transferee: _____

Address: _____

Tax Identification No.: _____

the within Bond and hereby irrevocably constitutes and appoints _____
_____ of _____
to transfer said bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

any purpose or entitled to the benefits of this Ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated, and delivered hereunder and are entitled to the benefits of this Ordinance.

In case either of the officers who shall have executed the Bonds shall cease to be an officer or officers of the City before the Bonds so signed shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bonds shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had executed such Bonds had not ceased to be such officers.

Section 16. Defeasance. In the event that money and/or "governmental obligations" (as now or hereinafter defined in chapter 57-504 of the Idaho Code) maturing at such time or times and bearing interest to be earned thereon in amounts sufficient to redeem and retire any Bonds payable out of the Bond Fund in accordance with their terms are irrevocably set aside in a special account to effect such redemption and retirement, then no further payments need be made into the Bond Fund for the payment of the principal of and interest on such Bonds and the owner of such Bonds shall cease to be entitled to any lien, benefit or security of this Ordinance except the right to receive the funds so set aside and pledged, and such Bonds shall be deemed not to be Outstanding hereunder. The City will cause the Bond Registrar to provide notice of defeasance of Bonds to Registered Owners of Bonds being defeased and to each party entitled to receive notice under this Ordinance.

Section 17. Lost or Destroyed Bonds. In case any Bonds shall be lost, stolen or destroyed, the Bond Registrar may authenticate and deliver a new Bond or Bonds of like amount, date and tenor to the owner thereof upon the owner's paying the expenses and charges of the Bond Registrar and the City in connection therewith and upon his filing with the Bond Registrar and the City evidence satisfactory to both that such Bond or Bonds were actually lost, stolen or destroyed and of his ownership thereof, and upon furnishing the City and the Bond Registrar with indemnity satisfactory to both.

Section 18. Events of Default. Each of the following events is hereby declared to be an "event of default" under this Ordinance:

(a) *Non-payment of Principal, Premium or Reserve Deposit.* Payment of the principal of Parity Bonds, or any required Reserve Account deposit, is not made when the same becomes due and payable;

(b) *Non-payment of Interest.* Payment of any installment of interest on Parity Bonds is not made when the same becomes due and payable.

(c) *Incapable to Perform.* The City for any reason is, or is rendered to be, incapable of fulfilling its obligations hereunder.

(d) *Non-Performance of Duties.* The City shall have failed to carry out and to perform all acts and things lawfully required to be carried out or to be performed by it under any contract relating to the Revenues, to the System, or to all or any combination thereof, or otherwise, including, without limitation, this Ordinance, and such failure shall continue for sixty (60) days

after receipt of notice from the Registered Owners of at least a majority in principal amount of Parity Bonds, then Outstanding.

(e) *Failure to Reconstruct.* The City discontinues or unreasonably delays or fails to carry out with reasonable dispatch the reconstruction of any revenue-producing part of the System which is destroyed or damaged and is not promptly repaired or replaced (whether such failure to repair is due to impracticability of such repair or replacement, is due to a lack of monies therefor, or for other reasons).

(f) *Appointment of Receiver.* An order or decree is entered by a court of competent jurisdiction, with the consent or acquiescence of the City appointing a receiver or receivers for the System or for the Revenues and any other monies subject to the lien to secure the payment of Parity Bonds, or both such System and such monies, or if any order or decree having been entered without the consent or acquiescence of the City, is not vacated or discharged or stayed on appeal within sixty (60) days after entry.

(g) *Default of any Provisions.* The City makes any default in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the Bonds authorized or referred to in this Ordinance on its part to be performed, and if such default continues for sixty (60) days after written notice, specifying such default and requiring the same to be remedied, is given to the City by the Registered Owners of at least a majority in principal amount of the Parity Bonds then Outstanding.

Section 19. Application of Funds and Moneys in Event of Default. The City covenants that if an Event of Default shall happen and shall not have been remedied, the City, upon demand of the Registered Owners of at least a majority of the principal amount of the Parity Bonds then Outstanding, shall pay over or cause to be paid over to the Bond Registrar, in trust for the Registered Owners (i) forthwith, all moneys, securities and funds then held by the City in any fund under this Ordinance, and (ii) all Revenue of the System as promptly as practicable after receipt thereof.

During the continuance of an Event of Default, the Bond Registrar shall apply all moneys, securities, funds and Revenue of the System received by the Bond Registrar pursuant to any right given or action taken under the provisions of this Ordinance and any Supplemental Ordinances as follows and in the following order:

(a) *Compensation and Expenses of Bond Registrar.* To the payment of the reasonable and proper compensation, charges, expenses and liabilities of the Bond Registrar;

(b) *Operating Costs.* To the payment of the amounts required for reasonable and necessary Operation and Maintenance Expenses as necessary, in the judgment of the Bond Registrar, to prevent deterioration of the System or loss of Revenue therefrom. For this purpose, the books or records and accounts of the City relating to the System shall at all times be subject to the inspection of the Bond Registrar and its representatives and agents during the continuance of such Event of Default;

(c) *Principal or Redemption Price and Interest.* To the payment of the interest and principal or redemption price then due on Parity Bonds as follows:

(1) Unless the principal of all of the Parity Bonds shall have become or have been declared due and payable:

(A) *First:* To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, together with accrued and unpaid interest of the Parity Bonds therefor called for redemption, and if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

(B) *Second:* To the payment of the persons entitled thereto of the unpaid principal or redemption price of the Parity Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Parity Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or redemption due on such date, to the persons entitled thereto, without any discrimination or preference.

(2) If the principal of all of the Parity Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Parity Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Parity Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Parity Bonds.

(3) If and whenever all overdue installments of interest on the Parity Bonds, together with the reasonably and proper charges, expenses and liabilities of the Bond Registrar, and all other sums payable by the City under this Ordinance, including the principal and redemption price of and accrued unpaid interest on the Parity Bonds then payable by declaration or otherwise, shall either be paid by the Bond Registrar for the account of the City, or provision satisfactory to the Bond Registrar shall be made for such payment, and all Events of Default under the Ordinance shall be made good or secured to the satisfaction of the Bond Registrar or provision deemed by the Bond Registrar to be adequate shall be made therefor, the City and the Bond Registrar shall be restored, respectively, to their former positions and rights under the Ordinance. No such restoration of the City and the Bond Registrar in their former positions and rights shall extend to or affect any subsequent Events of Default under the Ordinance or impair any right consequent thereon.

Section 20. Amendments.

(a) The City from time to time and at any time may pass an ordinance or ordinances supplemental hereto, which ordinance or ordinances thereafter shall become a part of this Ordinance, for any one or more or all of the following purposes:

(1) To add to the covenants and agreements of the City in this Ordinance, other covenants and agreements thereafter to be observed, which shall not adversely affect the

interests of the Registered Owners of the Outstanding Bonds issued hereunder, or to surrender any right or power herein reserved.

(2) To make such provisions for the purpose of curing any ambiguities or of curing, correcting or supplementing any defective provision contained in this Ordinance, or any Supplemental Ordinance authorizing Additional Bonds in regard to matters or questions arising under such ordinances as the City Council may deem necessary or desirable and not inconsistent with such ordinances and which shall not adversely affect, in any material respect, the interest of the Registered Owners of the Outstanding Bonds.

Any such Supplemental Ordinance may be adopted without the consent of the owners of any Bonds at any time outstanding, notwithstanding any of the provisions of subsection (b) of this Section.

(b) With the consent of the owners of not less than sixty-five percent (65%) in aggregate principal amount of the Bonds at the time Outstanding, the City Council may pass an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Ordinance or of any Supplemental Ordinance; provided, however, that no such Supplemental Ordinance shall:

(1) Extend the fixed maturity of any Bonds, or reduce the rate of interest thereon, or extend the time of payment of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the Registered Owner of each Bond so affected; or

(2) Reduce the aforesaid percentage of Bond owners required to approve any such Supplemental Ordinance, without the consent of the owners of all of the Bonds then Outstanding.

It shall not be necessary for the consent of Bond owners under this subsection (b) to approve the particular form of any proposed Supplemental Ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

(c) Upon the adoption of any Supplemental Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City under this Ordinance and all owners of Bonds Outstanding hereunder shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modifications and amendments, and all terms and conditions of any such Supplemental Ordinance shall be deemed to be part of the terms and conditions of this Ordinance for any and all purposes.

(d) Bonds executed and delivered after the execution of any Supplemental Ordinance passed pursuant to the provisions of this Section may have a notation as to any matter provided for in such Supplemental Ordinance, and if such Supplemental Ordinance shall so provide, new Bonds so modified as to conform, in the opinion of the City Council, to any modification of this Ordinance contained in any such Supplemental Ordinance, may be prepared and delivered without cost to the owners of any affected Bonds then Outstanding, upon surrender for cancellation of such Bonds in equal aggregate principal amounts.

(e) *Exclusion of Bonds Owned by City.* Bonds owned or held by or for the account of the City shall not be deemed Outstanding for the purpose of any vote or consent or other action or any calculation of Outstanding Bonds in this Ordinance provided for, and shall not be entitled to vote or consent or take any other action in this Ordinance provided for.

(f) *Bonds Held by Securities Repositories.* For so long as the Bonds are held in book entry only form, communications with the owners shall be made with the securities depository who is the "Registered Owner" of the Bonds and communications with (and obtaining consents from) Beneficial Owners shall be made in accordance with the operational procedures of the securities depository that is the "Registered Owner" of the Bonds.

Section 21. Severability. If any one or more of the covenants or agreements provided in this Ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds.

[The remainder of this page has been left blank intentionally.]

Section 22. Effective Date. This Ordinance shall take effect from and after its passage and publication of the summary hereof substantially in the form attached hereto as Exhibit A, in the manner as required by law.

ADOPTED by the City Council of the City of Twin Falls, Twin Falls County, Idaho, at a regular meeting thereof held this 23rd day of January, 2017.

CITY OF TWIN FALLS, TWIN FALLS
COUNTY, IDAHO

Mayor

ATTEST:

City Clerk

CERTIFICATE OF THE CLERK

I DO HEREBY CERTIFY that I am the duly chosen, qualified and acting Clerk of the City of Twin Falls, Twin Falls County, Idaho (the “City”), and keeper of the records of the City Council (the “City Council”); and

I HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Bond Ordinance No. _____ (Water System) of the City (the “Ordinance”), as finally passed at a regular meeting of the City Council held on the 23rd day of January, 2017, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ of January 2017.

Clerk

EXHIBIT A

CITY OF TWIN FALLS TWIN FALLS COUNTY, IDAHO

Summary of Bond Ordinance No. _____ (Water System), passed January 23, 2017

AN ORDINANCE OF THE CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF WATER REVENUE BONDS FROM TIME TO TIME TO PROVIDE FUNDS NECESSARY TO FINANCE OR REFINANCE IMPROVEMENTS TO THE CITY'S MUNICIPAL DOMESTIC WATER SUPPLY AND DISTRIBUTION SYSTEM; FIXING THE FORM, COVENANTS AND CERTAIN TERMS OF THE BONDS TO BE ISSUED; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF BONDS; PLEDGING REVENUES FOR PAYMENT OF DEBT SERVICE ON BONDS ISSUED HEREUNDER; PROVIDING FOR CERTAIN FEDERAL TAX COVENANTS WITH RESPECT TO THE BONDS; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

Section 1 (Definitions) defines certain capitalized terms used in the Ordinance.

Section 2 (Authorization of Bonds) authorizes issuance by the City of revenue bonds pursuant to Supplemental Ordinances.

Section 3 (Registration, Exchange and Payments) adopts a system of registration and exchange for the Bonds and describes the arrangements for paying principal of and interest on Bonds.

Section 4 (Redemption and Purchase) provides that the details regarding redemption of Bonds prior to their scheduled maturity shall be provided in the respective Supplemental Ordinance, and provides details regarding purchase of Bonds.

Section 5 (Establishment of Accounts and Funds) ratifies or creates the following funds: the Bond Fund, consisting of the Debt Service Account and Reserve Account(s), as applicable, the Revenue Fund, the Project Fund and the Rebate Fund.

Section 6 (Revenue Fund; Priority of Application of Revenue) provides for the allocation of Revenues to pay expenses and debt service on Bonds.

Section 7 (Bond Fund) provides for the deposit of Net Revenues into a debt service fund under the Bond Fund and the maintenance of reserves.

Section 8 (Project Fund) provides for deposit therein of proceeds of Bonds issued to finance the Cost of Acquisition of a Project, including costs of issuance thereof.

Section 9 (Rebate Fund; Rebate Requirement) provides for deposit of excess earnings on funds under the Ordinance as required by the City's Tax Certificate, which funds are to be held in trust for payment of arbitrage rebate in accordance with Section 148 of the Code.

Section 10 (Authorization for Projects) provides that Project(s) may be financed by issuance of Bonds under Supplemental Ordinances upon determination by the City that it is necessary to preserve the public health, safety and welfare that certain components of the City’s municipal domestic water supply and distribution system be repaired, replaced and/or improved.

Section 11 (Specific Covenants) includes operating covenants for the benefit of bondholders.

Section 12 (Tax Covenants) includes covenants to comply with federal tax requirements.

Section 13 (Issuance of Additional Bonds) provides the terms under which the City may issue Additional Bonds.

Section 14 (Form of Bonds) describes the substantial form of Bonds.

Section 15 (Execution of Bonds) authorizes procedures for execution and authentication of the Bonds.

Section 16 (Defeasance) provides conditions under which Bonds may be defeased.

Section 17 (Lost or Destroyed Bonds) makes provision in case Bonds are lost, stolen or destroyed.

Section 18 (Events of Default) describes the events declared to be “events of default” under the Ordinance.

Section 19 (Application of Funds and Moneys in Event of Default) provides for remedies in the event that a default occurs.

Section 20 (Amendments) provides the terms and conditions pursuant to which the Ordinance may be amended or revised.

Section 21 (Severability) provides that other covenants and agreements in the Ordinance are not affected if one is made invalid.

Section 22 (Effective Date) provides that the Ordinance shall take effect from and after its passage and publication of this summary as required by law.

Exhibit A: Sets forth this summary for publication.

The full text of Bond Ordinance No. ____ (Water System) is available at the office of the City Clerk of the City of Twin Falls, Twin Falls County, Idaho, and will be provided to any citizen upon personal request during normal business hours.

Approved this ____ day of January, 2017.

CITY OF TWIN FALLS, TWIN FALLS
COUNTY, IDAHO

_____, Mayor

ATTEST:

_____, City Clerk

CERTIFICATION OF COUNSEL

I, the undersigned, the attorney for the City of Twin Falls, Twin Falls County, Idaho, hereby certify that I have read the attached Summary of Bond Ordinance No. ____ (Water System) of the City, and that the same is true and complete and provides adequate notice to the public of the contents of said ordinance.

Dated as of this ____ day of January, 2017.

City Attorney

**CITY OF TWIN FALLS
TWIN FALLS COUNTY, IDAHO**

SUPPLEMENTAL ORDINANCE NO. ____

A SUPPLEMENTAL ORDINANCE OF THE CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO, AUTHORIZING THE ISSUANCE OF ITS WATER REVENUE REFUNDING BOND, SERIES 2017, TO PROVIDE FUNDS NECESSARY TO REFINANCE IMPROVEMENTS TO THE CITY'S MUNICIPAL DOMESTIC WATER SUPPLY AND DISTRIBUTION SYSTEM; DELEGATING AUTHORITY TO APPROVE THE TERMS AND PROVISIONS OF THE NEGOTIATED SALE OF THE BOND PURSUANT TO A LOAN AGREEMENT WITH THE IDAHO BOND BANK AUTHORITY; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

Approved: January 23, 2017

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- Exhibit A - Form of Bond
- Exhibit B - Notice of Private Negotiated Bond Sale
- Exhibit C - Form of Loan Agreement
- Exhibit D - Form of Escrow Agreement
- Exhibit E - Form of Certificate as to Bond Pricing and Related Matters
- Exhibit F - Summary of Supplemental Ordinance

SUPPLEMENTAL ORDINANCE NO. ____

A SUPPLEMENTAL ORDINANCE OF THE CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO, AUTHORIZING THE ISSUANCE OF ITS WATER REVENUE REFUNDING BOND, SERIES 2017, TO PROVIDE FUNDS NECESSARY TO REFINANCE IMPROVEMENTS TO THE CITY'S MUNICIPAL DOMESTIC WATER SUPPLY AND DISTRIBUTION SYSTEM; DELEGATING AUTHORITY TO APPROVE THE TERMS AND PROVISIONS OF THE NEGOTIATED SALE OF THE BOND PURSUANT TO A LOAN AGREEMENT WITH THE IDAHO BOND BANK AUTHORITY; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

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

WHEREAS, the City of Twin Falls, Twin Falls County, Idaho (the "**City**") is a body politic and corporate duly organized, operating and existing under and pursuant to the provisions of the Constitution and the laws of the State of Idaho;

WHEREAS, the Council of the City, as the same shall be duly and regularly constituted from time to time (the "**City Council**" or "**Council**"), is authorized and empowered by the Revenue Bond Act, Idaho Code Sections 50-1027 through 50-1042, inclusive, and the Municipal Bond Law of the State of Idaho, being Title 57, Chapter 2 Idaho Code (collectively, the "**Act**"), to authorize, issue, sell and deliver revenue bonds to finance the acquisition and construction of improvements and additions to the City's municipal domestic water supply and distribution system (the "**System**");

WHEREAS, on January 5, 2009, the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls, Idaho, in Case No. CV-2008-5262, issued its Judgment finding, among other things, that the City has the authority to finance certain improvements to the City's System, with the estimated cost of \$33,235,500, through various funding sources, and determined that the obligations under the funding agreements, including the proposed loan agreement with the Idaho Bond Bank Authority (the "**Bond Bank**"), are ordinary and necessary expenses under Article VIII, Section 3 of the Idaho Constitution (the "**Judicial Confirmation**");

WHEREAS, under authority of the Judicial Confirmation, the City issued its Water Revenue Promissory Note, Series 2009, in the principal amount of not to exceed \$10,255,000 (the "**2009 Note**") to the Bond Bank to finance the cost of certain water rights and related improvements to the System pursuant to a Loan Agreement dated June 1, 2009, between the City

and the Bond Bank (the “**2009 Loan Agreement**”), as authorized pursuant to Resolution No. 1814 adopted by the City on May 11, 2009 (the “**2009 Resolution**”);

WHEREAS, pursuant to the 2009 Resolution and 2009 Loan Agreement, payment of the 2009 Note is secured by a pledge to the Bond Bank of the Net Revenues of the System, together with other legally available funds, as appropriated, on parity with the City’s Water Revenue Promissory Note, Series 2002A, issued on June 1 2002 to the Idaho Department of Environmental Quality (the “**2002A Note**”), pursuant to judicial validation judgment dated November 9, 1998, and the City’s Resolution No. 1681 adopted May 20, 2002;

WHEREAS, under authority of the Judicial Confirmation and Resolution No. 1844 adopted by the Council on May 18, 2010 (the “**2010 Resolution**”), the Council authorized the issuance of the City’s \$5,070,000 Water Revenue Promissory Note, Series 2010A-1 (Tax-Exempt) which matured on September 15, 2015 (the “**2010A-1 Note**”) and Water Revenue Promissory Note, Series 2010A-2 (Federally Taxable Direct Subsidy Building America Bond) in the principal amount of \$13,525,000 maturing on September 15, 2025 (the “**2010A-2 Note**,” and together with the 2010A-1 Note, the “**2010A Notes**”), pursuant to the terms of the Loan Agreement dated May 1, 2010, between the City and the Bond Bank (the “**2010 Loan Agreement**”), wherein the City agreed to sell the 2010A Notes to the Bond Bank in exchange for a loan to finance the cost of certain improvements to the System;

WHEREAS, pursuant to the 2010 Resolution and 2010 Loan Agreement, payment of the 2010A Notes is secured by a pledge to the Bond Bank of the Net Revenues of the System on parity with the 2009 Note and 2002A Note; together with other legally available funds, as appropriated;

WHEREAS, pursuant to Ordinance No. 3037 adopted September 10, 2012, the City issued its Parity Lien Water Revenue Refunding Bond, Series 2012C on October 11, 2012 (the “**2012C Bond**”) to the Bond Bank to evidence the obligations of the City under Loan Agreement dated October 1, 2012 between the City and Bond Bank (the “**2012 Loan Agreement**”), the loan proceeds of which were used by the City to currently refund its 2002A Note;

WHEREAS, the 2012C Bond is secured by a pledge to the Bond Bank of the Net Revenues of the System, on parity with the 2009 Note and 2010A Notes, together with other legally available funds, as appropriated;

WHEREAS, on January 23, 2017, the City adopted Bond Ordinance No. ____ (Water System) (the “**Master Ordinance**”) to provide the terms and provisions by which the City shall authorize the issuance and sale of revenue bonds pursuant to supplemental ordinances thereunder to finance or refinance improvements to the System pursuant to the Act;

WHEREAS, the Bond Bank, pursuant to authority under Title 67, Chapter 87, Idaho Code, as amended or supplemented (the “**Bond Bank Act**”), has provided for the issuance of its Idaho Bond Bank Authority Revenue Bonds, Series 2017A (the “**Bond Bank Bonds**”);

WHEREAS, with a portion of the proceeds of the sale of the Bond Bank Bonds, the Bond Bank has agreed to make a loan to the City to refund the callable installments under the City's 2009 Note, and the City has determined that the refunding can be done to the profit and benefit of the City without incurring additional liability, and it is in the best interests of the City that the City adopt this Supplemental Ordinance as provided by the Master Ordinance to provide the terms and provisions by which the City shall authorize the issuance and sale of its refunding bond to evidence the loan;

WHEREAS, pursuant to Section 57-235, Idaho Code, the Council desires to delegate authority, in accordance with the specific instructions and procedures set forth herein, for determination and approval of certain final terms and provisions of the Loan Agreement and the 2017 Bond, as hereinafter defined, and other matters at the time the Bond Bank Bonds are sold.

NOW, THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO, FURTHER ORDAIN AS FOLLOWS:

ARTICLE I

Section 101. Definitions. Except as provided in this Section, all terms used in this Supplemental Ordinance and not defined herein shall have the same meanings as set forth in the Master Ordinance. As used in this Supplemental Ordinance, in addition to the terms defined in the WHEREAS clauses of this Supplemental Ordinance or if the context shall otherwise require, the following terms shall have the following meanings:

Bond Bank Trustee means Zions Bank, a division of ZB, National Association, as the successor trustee under the Trust Agreement.

Delegated Officer means the Mayor or Treasurer, each with authority to act alone.

Delegation Certificate means the Certificate as to Bond Pricing and Related Matters, substantially in the form of Exhibit E hereto, signed and delivered by the Delegated Officer to approve the final terms and provisions of the Loan Agreement and 2017 Bond upon the sale of the Bond Bank Bonds.

Escrow Agreement means the Escrow Agreement between the City and the Escrow Agent, as authorized in Section 207 hereof.

Loan Agreement means the Loan Agreement dated March 1, 2017, between the City and the Bond Bank related to the issuance of the 2017 Bond.

Prior Parity Obligations mean the 2010A Notes and 2012C Bond.

Rate Stabilization Account means the account established under Section 301 as required by the Loan Agreement to secure payment of the 2017 Bond.

Refunded Repayment Installments means those Repayment Installments under the 2009 Note maturing on and after September 15, 2018, that are subject to call prior to maturity.

Repayment Installment means any amount that the City is required to pay directly to the Bond Bank Trustee pursuant to the Loan Agreement as a repayment of the loan made to the City under the Loan Agreement as evidenced by the 2017 Bond.

Repayment Installment Date means the date corresponding to each Repayment Installment set forth on Schedule 1 to the Loan Agreement and to be attached to the form of 2017 Bond attached hereto as Exhibit A; notwithstanding, however, payments from the City are to be transmitted to the Bond Bank Trustee at least fifteen (15) days prior to the Repayment Installment Date.

Reserve Account Requirement means the amount to be deposited into the Reserve Account established under Section 404, if required, to secure payment of principal and interest of the 2017 Bond and Parity Bonds pursuant to the Loan Agreement.

Supplemental Ordinance means this Supplemental Ordinance No. ____ adopted by the Council on January 23, 2017, authorizing the issuance of the 2017 Bond, setting forth certain requirements of the terms of sale of the 2017 Bond, delegating authority to approve the final terms and provisions of the 2017 Bond pursuant to the Loan Agreement, and providing for related matters.

Trust Agreement means that certain Master Trust Agreement between the Bond Bank and the Bond Bank Trustee, as successor trustee, dated as of December 1, 2004, as previously supplemented, and as supplemented by the Twenty-Seventh Supplemental Trust Agreement dated March 1, 2017.

2009 Project means the financing of acquisition of certain water rights and related System improvements with proceeds of the 2009 Note.

2017 Bond means the City's Water Revenue Refunding Bond, Series 2017 authorized hereunder in substantially the form attached to this Supplemental Ordinance as Exhibit A.

Written Certificate means an instrument in writing signed on behalf of the City by a duly authorized officer thereof.

The terms "**hereby**," "**hereof**," "**hereto**," "**herein**," "**hereunder**," and any similar terms as used in this Supplemental Ordinance refer to this Supplemental Ordinance.

ARTICLE II

Section 201. Authority for Supplemental Ordinance. This Supplemental Ordinance is adopted pursuant to the provisions of the Act and the Master Ordinance. This Supplemental Ordinance contemplates the issuance and sale of the 2017 Bond through a delegation of authority

as provided in Section 207 hereof. Unless the context clearly indicates otherwise -- for example, the provisions of Section 206(a) through (c) which take effect upon adoption of this Supplemental Ordinance -- this Supplemental Ordinance shall not take effect and no provision thereof shall be binding upon the City unless and until the 2017 Bond is sold and issued.

Section 202. Finding and Purpose. In compliance with the Master Ordinance, the 2017 Bond is hereby authorized to be issued to the Bond Bank in exchange for the loan under the Loan Agreement to provide funds with which to refinance the callable portion of the 2009 Note, thereby refinancing the 2009 Project.

Section 203. Authorization of 2017 Bond; Designation; Confirmation of Pledged Revenues. In accordance with and subject to the terms, conditions and limitations established by the Act, and contained in the Master Ordinance and this Supplemental Ordinance, a revenue bond of the City is hereby authorized to be issued to the Bond Bank and shall be designated "Water Revenue Refunding Bond, Series 2017." The 2017 Bond is secured by the pledge of the Net Revenues of the System under Section 7 of the Master Ordinance on parity with the Prior Parity Obligations and any future Additional Bonds.

Section 204. Issue Date. The 2017 Bond shall be dated as of the date of its delivery.

Section 205. 2017 Bond Details. The 2017 Bond shall be issued in fully registered form only, without coupons, in a single denomination in substantially the form attached as Exhibit A hereto. The 2017 Bond shall bear interest from the date of delivery, or the most recent date to which interest has been paid or duly provided for, and shall be payable in Repayment Installments on the Repayment Installment Dates as provided in the Loan Agreement and pursuant to Schedule 1 to be attached to the 2017 Bond upon issuance, and shall be subject to redemption prior to maturity pursuant to the terms and provisions of the 2017 Bond and in accordance with the Loan Agreement.

Section 206. Authorization of Actions Preliminary to Sale of 2017 Bond.

- (a) The Council desires to sell the 2017 Bond pursuant to negotiated sale to the Bond Bank pursuant to Idaho Code Section 57-232 and the Bond Bank Act.
- (b) The Council ratifies and approves actions previously taken by the officials of the City to assist its bond counsel and financial advisor in the preparation, completion and distribution of the preliminary official statement related to the offering of the Bond Bank Bonds and sections thereof related to the City and the 2017 Bond. The final official statement of the Bond Bank for the sale of the Bond Bank Bonds, together with such changes, omissions, inserts and revisions to reflect the terms and provisions of the Bond Bank Bonds and applicable provisions related to the City and the 2017 Bond, shall be approved by the City's Mayor or Treasurer prior to distribution.

- (c) In accordance with Idaho Code Section 57-215, the Notice of Private Negotiated Bond Sale (the “Notice of Sale”) in the form attached as Exhibit B hereto is hereby ratified and approved and the City’s bond counsel is authorized to complete the Notice of Sale and effect timely publication thereof prior to the sale of the 2017 Bond and approval and execution of the Loan Agreement.
- (d) The Loan Agreement in substantially the form attached hereto as Exhibit C is hereby ratified and approved. Pursuant to Section 207 hereof, upon the sale of the 2017 Bond and inclusion of the final terms of the 2017 Bond therein, the Delegated Officer is hereby authorized to execute and deliver the Loan Agreement. The officials of the City are authorized to do or perform all such acts as may be necessary or advisable to comply with the Loan Agreement and to carry the same into effect. To the extent the provisions of this Supplemental Ordinance or the Master Ordinance and the Loan Agreement shall be found to be in conflict, the provisions of the Loan Agreement shall govern.
- (e) The Escrow Agreement, in substantially the form attached hereto as Exhibit D, with such changes, omissions, insertions and revisions as the Mayor and Treasurer of the City shall approve, is hereby authorized. Effective the date of issuance of the 2017 Bond, the Mayor and Treasurer shall sign such Escrow Agreement, which signature shall evidence such approval. The Mayor, Treasurer and the Clerk are, and each of them is, hereby authorized to do or perform all such acts as may be necessary or advisable to comply with the Escrow Agreement and to carry the same into effect.
- (f) In order for the Bond Bank to comply with subsection (b)(5) of Rule 15c2-12 of the SEC, the City shall agree in Section 5.9 of the Loan Agreement to provide to the Bond Bank (i) an Annual Surveillance Letter, as defined in the Loan Agreement, regarding the City’s financial condition and obligations under the Loan Agreement, and (ii) notice of reportable events under Rule 15c2-12 with respect to the 2017 Bond or Bond Bank Bonds.

Section 207. Sale of 2017 Bond, Delegation Authority.

- (a) Pursuant to Section 57-235, Idaho Code, as amended, the Council hereby delegates to the Mayor and Treasurer, each with the authority to act alone (hereinafter each referred to as the “Delegated Officer”), the power to make the following determinations on the date of sale of the 2017 Bond to the Bond Bank upon the sale of the Bond Bank Bonds, without any requirement that the members of the Council meet to approve such determinations, but subject to the limitations provided:

(i) The rates of interest to be borne by the 2017 Bond, provided that the interest rate on the 2017 Bond shall not exceed the rate that will achieve an aggregate dollar amount of savings in the aggregate debt service on the Refunded Repayment Installments, the net present value of which, computed using as a present value factor the yield (as defined in the Regulations) on the 2017 Bond, shall equal not less than three percent (3.00%) of the aggregate principal amount of the Refunded Repayment Installments.

(ii) The principal amount of the 2017 Bond, not to exceed the principal of the Refunded Repayment Installments.

(iii) The Repayment Installment Dates.

(iv) The amount of principal of the 2017 Bond maturing, or subject to mandatory sinking fund redemption, in any particular year, and the rate of interest accruing thereon.

(v) The final maturity of the 2017 Bond, to be not later than September 15, 2024, the final maturity of the 2009 Note.

(vi) The price at which the 2017 Bond will be sold (including any underwriter's discount, original issue premium and original issue discount).

(vii) The dates, if any, on which, and the prices at which, the 2017 Bond will be subject to optional redemption.

(b) Upon the sale of the Bond Bank Bonds and approval of the Loan Agreement, including the final terms and provisions of the 2017 Bond, the Delegated Officer shall execute a Delegation Certificate substantially in the form attached hereto as Exhibit E reflecting the final terms and provisions of the 2017 Bond and certifying that the final terms and provisions of the 2017 Bond are consistent with, not in excess of and no less favorable than the terms set forth in subparagraph (a) above.

Section 208. Execution of 2017 Bond. The 2017 Bond shall be executed on behalf of the City by the Mayor and Treasurer of the City and attested to by the City Clerk, and the corporate seal of the City shall be impressed or printed thereon, if any. The certificate of the Treasurer of the City attached to the 2017 Bond shall be signed by the Treasurer of the City, with the seal of the City impressed or printed thereon, if any. The said officials and each of them are hereby authorized and instructed to execute the 2017 Bond accordingly.

Section 209. Registration of 2017 Bond. The Treasurer of the City shall act as Bond Registrar with respect to the 2017 Bond and shall keep, or cause to be kept the Bond Register to

record the registration and transfer of the 2017 Bond, which shall be open to inspection by the City. The 2017 Bond is not issued as a book-entry-only bond under The Depository Trust Company.

ARTICLE III

Section 301. Creation or Ratification of Accounts and/or Subaccounts under Funds. The following accounts and/or subaccounts are hereby created and/or ratified on the accounting records of the City for purposes of the 2017 Bond:

- (a) Revenue Fund, an existing fund held by the City into which all Revenue of the System is deposited;
- (b) 2017 Debt Service Account, a subaccount under the Bond Fund created under the Master Ordinance, to be held by the City for payment of principal and interest of the 2017 Bond;
- (c) Reserve Account, a subaccount under the Bond Fund is hereby created, to be funded if required pursuant to Section 404 hereof and the Loan Agreement.
- (d) Rebate Fund, an existing fund held by the City. There shall be deposited into and disbursed from the Rebate Account the sums required under the Code.
- (e) Rate Stabilization Account, an existing fund required by the 2009 Loan Agreement, to be held by the City, to further secure the 2017 Bond. Funds may be deposited into and transferred from the Rate Stabilization Account as determined from time to time by the City pursuant to and for all rate requirement purposes under Sections 4.5 and 4.6 of the Loan Agreement. The City may transfer funds into the Rate Stabilization Account from the Revenue Fund or any other legally available source.

Section 302. Delivery of 2017 Bond; Application of Proceeds. The Treasurer of the City or other authorized official of the City is hereby instructed to make delivery of the 2017 Bond to the Bond Bank and to receive payment therefor in accordance with the terms of the Loan Agreement as approved by the Delegated Officer, and to set the proceeds of the sale of the 2017 Bond aside for deposit and use as follows:

- (a) Accrued interest, if any, on the 2017 Bond from its dated date to the date of delivery of the 2017 Bond shall be deposited into the 2017 Debt Service Account of the Bond Fund;
- (b) Bond proceeds in the amount directed by a Written Certificate of the City at the time of delivery of the 2017 Bond, shall be transferred to the Bond

Bank Trustee, in its role as Escrow Agent, for deposit into the Escrow Account established under the Escrow Agreement. Such proceeds shall be invested in Government Securities, as defined and required by the 2009 Loan Agreement, and the Government Securities and any remaining cash shall be deposited into the Escrow Account in trust with the Escrow Agent in accordance with the provisions of the Escrow Agreement, for the purpose of defeasing and refunding the Refunded Repayment Installments, and the Bond Bank Bonds issued by the Bond Bank on the date of issuance of the 2009 Note (the “**2009 Bond Bank Bonds**”).

- (c) Pursuant to the Loan Agreement, a portion of the Bond proceeds in the amount of the City’s pro rata share of the costs of issuance of the Bond Bank Bonds shall be deposited with the Bond Bank Trustee for payment of such costs together with the amount to pay certain costs of issuance of the 2017 Bond, if applicable.
- (d) The remaining Bond Proceeds shall be deposited into the City’s general checking account to pay certain costs of issuance of the 2017 Bond.

Section 303. Refunding Provisions.

(a) Notice of prepayment of the 2009 Note has been given to the Bond Bank and Bond Bank Trustee pursuant to the 2009 Loan Agreement. Notices of redemption and defeasance of the corresponding 2009 Bond Bank Bonds shall be given by the Bond Bank Trustee in accordance with the Trust Agreement and the Bond Bank Act.

(b) Pursuant to the Escrow Agreement, at the time of issuance of the 2017 Bond, proceeds of the 2017 Bond shall be used as a cash deposit and/or to purchase Government Securities, and the City will irrevocably set aside for and pledge to the Refunded Repayment Installments, the cash deposit and/or Government Securities in amounts which, together with known earned income from the Government Securities, as applicable, will be sufficient in amount, in the opinion of an independent certified public accountant, to pay the Refunded Repayment Installments on the Redemption Date. In the event Government Securities fund the Escrow Fund, to verify the sufficiency of the Escrow Fund, pursuant to the Loan Agreement, the Bond Bank shall obtain a report of a certified public accounting firm experienced in such matters. Based upon the foregoing, the City expects that the Refunded Repayment Installments will be defeased upon deposit of such moneys and/or Government Securities immediately following the delivery of the 2017 Bond, such defeasance to be evidenced by a Written Certificate of the City delivered at closing of the 2017 Bond.

Section 304. 2009 Loan Agreement. Prior to the issuance of the 2017 Bond, the Council hereby authorizes the Mayor or Treasurer of the City to approve and execute (i) any amendment to the 2009 Loan Agreement between the City and the Bond Bank in such form as required to confirm the City’s obligations to pay Repayment Installments under the 2009 Note not refunded by the 2017 Bond, (ii) any notice required under the 2009 Loan Agreement, or (iii)

any other document under the 2009 Loan Agreement required to effect the defeasance and redemption of the Refunded Repayment Installments, pursuant to the Escrow Agreement.

ARTICLE IV

Section 401. Idaho State Intercept. The City acknowledges and agrees to comply with the State of Idaho intercept procedures contained in Section 67-8727, Idaho Code, as provided in the Loan Agreement with respect to payment of the Bond Bank Bonds and as shall be in effect while the 2017 Bond is outstanding.

Section 402. Pledge of Net Revenues. The City covenants and agrees to appropriate from the Revenue Fund such amounts sufficient, together with funds then on deposit in the 2017 Debt Service Account, to pay the Repayment Installments, including principal of and interest, falling due to and including the final maturity of the 2017 Bond, the “Annual Expense Charges” as due and as defined under the Loan Agreement, and all other amounts due under the Loan Agreement.

The Net Revenues of the System of the City are hereby pledged for the prompt payment of the Repayment Installments on the 2017 Bond, Annual Expense Charges as the same become due, and all other amounts due under the Loan Agreement, on parity with the Prior Parity Obligations and future Additional Bonds.

Section 403. Tax Certificate. Upon issuance of the 2017 Bond, a Tax Certificate, in form acceptable to the City’s bond counsel, with such insertions and changes therein as shall be approved by the Mayor or Treasurer of the City or such other appropriate officials of the City, is hereby authorized and approved. Such approval of said officials of the City shall be conclusively established by their execution of the Tax Certificate in its final form.

Section 404. Reserve Account Deposit. If the City fails to comply with the requirements as to System rates and charges set forth in Section 5.11 of the Loan Agreement or fails to maintain System Net Revenues, plus any credit from the Rate Stabilization Account in accordance with Section 4.5 and 4.6 of the Loan Agreement, equal to at least 150% of Annual Debt Service in any Fiscal Year and is unable to bring itself into compliance within 60 days after discovery by the City of such failure, it shall immediately notify the Bond Bank and the Bond Bank Trustee and shall establish from funds of the City a Reserve Account held by the City funded in the amount of 2.5% of the outstanding principal balance of the 2017 Bond during the first succeeding Fiscal Year, 5.0% of the outstanding principal balance of the 2017 Bond in the second succeeding Fiscal Year, 7.5% of the outstanding principal balance of the 2017 Bond in the third succeeding Fiscal Year and 10% of outstanding principal balance of the 2017 Bond in the fourth succeeding Fiscal Year and 10% of the outstanding principal balance of the 2017 Bond for each Fiscal Year, provided that at no time shall the amount in the Reserve Account exceed the lesser of 10% of the outstanding principal balance of the 2017 Bond, the maximum annual debt service on the 2017 Bond or 125% of the average annual debt service on the 2017 Bond (the “Reserve Requirement”). The required percentage amounts shall be fully funded by the City no later than the end of the applicable Fiscal Year. Such Reserve Account shall be

drawn upon if needed to make the Repayment Installments under the 2017 Bond and may, upon the election of the City with 30 days prior written notice to the Bond Bank, also secure any subsequent Additional Bonds if so elected by the City provided that the Reserve Requirement shall cover all Parity Debt and not just the 2017 Bond. The City shall notify the Trustee of any drawing on the Reserve Account within ten (10) days of the date of such drawing. Provided further, in the event that a drawing on the said Reserve Account in order to make the Repayment Installments by City on the 2017 Bond results in a balance in such fund lower than the Reserve Requirement, the City shall replenish said account to the Reserve Requirement from System Net Revenues as soon as possible but not later than one (1) year from the date of such drawing.

ARTICLE V

Section 501. Effect of Supplemental Ordinance. To the extent that this Supplemental Ordinance amends or supplements the Master Ordinance, the Master Ordinance shall be treated as so amended or supplemented.

Section 502. Ratification. All proceedings, resolutions, ordinances, and actions of the Council, the City, and their officers, agents and employees taken in connection with the authorization, sale and issuance of the 2017 Bond are hereby in all respects ratified, confirmed and approved.

Section 503. Severability. It is hereby declared that all parts of this Supplemental Ordinance are severable, and if any section, paragraph, clause or provision of this Supplemental Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Supplemental Ordinance.

Section 504. Conflict. All resolutions, orders and regulations or parts thereof heretofore adopted or passed which are in conflict with any of the provisions of this Supplemental Ordinance are, to the extent of such conflict, hereby repealed.

Section 505. Captions. The table of contents and captions or headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Supplemental Ordinance.

Section 506. Savings Clause. Except as amended and/or supplemented by this Supplemental Ordinance, the Master Ordinance shall remain in full force and effect.

Section 507. Effective Date. This Supplemental Ordinance shall take effect from and after its passage and publication of the summary substantially in the form attached hereto as Exhibit F, in the manner as required by law.

ADOPTED by the Council of the City of Twin Falls, Twin Falls County, Idaho, at a special meeting thereof held this 23rd day of January, 2017.

CITY OF TWIN FALLS, TWIN FALLS
COUNTY, IDAHO

Mayor

ATTEST:

City Clerk

EXHIBIT A

[FORM OF BOND]

UNITED STATES OF AMERICA

Registered

Registered

R-1

\$ _____

CITY OF TWIN FALLS, TWIN FALLS COUNTY, STATE OF IDAHO

WATER REVENUE REFUNDING BOND, SERIES 2017

PRINCIPAL
AMOUNT:

DATED
DATE:

MATURITY
DATE:

\$

__/__/2017

__/__/20__

Registered Owner: IDAHO BOND BANK AUTHORITY

Principal Amount: ** _____ AND NO/100 DOLLARS**

KNOW ALL MEN BY THESE PRESENTS that City of Twin Falls, Twin Falls County, State of Idaho (the "City"), acknowledges itself indebted and for value received hereby promises to pay to the registered owner identified above, or registered assigns, the principal amount identified above payable in principal installments together with interest per annum from the date hereof until maturity hereof pursuant to the schedule of Repayment Installments and Repayment Installment Dates attached hereto as Schedule 1. Both principal of and interest on this Bond are payable in lawful money of the United States of America to the registered owner hereof and evidence the City's obligations due to the Idaho Bond Bank Authority, as purchaser hereof (the "Bond Bank"), pursuant to the terms and provisions of the Loan Agreement between the City and the Bond Bank dated March 1, 2017 (the "Loan Agreement").

Repayment Installments, including principal and interest on this Bond and any other moneys due to the Bond Bank pursuant to the Loan Agreement, shall be paid by the City directly to Zions Bank, a division of ZB, National Association, as successor Trustee, for and on behalf of the Bond Bank as provided in the Loan Agreement, at least fifteen (15) days before the Repayment Installment Date.

The Repayment Installments due on or prior to September __, 20__, are not subject to prepayment. The Repayment Installments due on and after September __, 20__, are subject to optional prepayment, in whole or part on any date on or after September __, 20__, pursuant to the terms and conditions of the Loan Agreement. Written notice of prepayment shall be given by

the City to the Bond Bank and the Bond Bank Trustee sixty (60) days prior to prepayment pursuant to Article VII of the Loan Agreement. Interest on this Bond shall cease to accrue as to the amount of principal being prepaid after the date fixed for prepayment if notice has been properly given and funds equal to the amount of prepayment have been deposited at the place of payment at that time.

This Bond is issued in conformity with and after full compliance with the Constitution of the State of Idaho and pursuant to the provisions of the Act hereinafter defined and all other laws applicable thereto. It is hereby expressly certified and recited that all acts and conditions requisite and precedent to the validity of this issue have been properly done and performed in regular and due time, form and manner, as required by law; that the total outstanding indebtedness of the City, including the whole of this issue, does not exceed any constitutional or statutory debt limit; that the City's Net Revenues are hereby pledged for the due and punctual payment of the principal hereof and interest hereon, on parity with the City's Prior Parity Obligations and future Additional Bonds.

This Bond is issued under and by virtue of the charter of the City, the Revenue Bond Act, Idaho Code Sections 50-1027 through 50-1042, inclusive, the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, chapters 2, 5 and 9, and all acts of the Legislature of the State of Idaho amendatory thereof and supplementary thereto (collectively, the "Act"), and under and pursuant to Bond Ordinance No. ____ (Water System) of the City adopted January 23, 2017, as supplemented by Supplemental Ordinance No. ____ of the City adopted January 23, 2017 (collectively, the "Bond Ordinance") for the purpose of providing funds to refinance certain improvements to the City's municipal domestic water supply and distribution system and further evidences the City's payment obligations under the Loan Agreement. Capitalized terms used herein and not defined shall have the meanings as set forth in the Bond Ordinance.

This Bond is transferable, as provided in the Bond Ordinance, only upon the books of the City kept for that purpose at the principal office of the City, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the City, duly executed by the registered owner or such duly authorized attorney, and, thereupon, the City shall issue in the name of the transferee a new registered Bond of authorized denominations of the same aggregate principal amount, series, designation, maturity and interest rate as the surrendered Bond, all as provided in the Bond Ordinance, upon the payment of the charges therein prescribed, if any. The City may treat and consider the person in whose name this Bond is registered on the registration books kept by the City as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

The City has acknowledged in the Bond Ordinance the State of Idaho intercept procedures contained in Section 67-8727, Idaho Code, as provided in the Loan Agreement and as shall be in effect while this Bond is outstanding.

Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Bond Ordinance.

* * * * *

IN WITNESS WHEREOF, the City of Twin Falls, Twin Falls County, State of Idaho, by its duly constituted, legally qualified and acting members of the Council, has caused this Bond to be signed by the Mayor and Treasurer of the City and attested by the City Clerk, as of the Dated Date identified above.

Mayor

Treasurer

Attest:

City Clerk

* * * * *

* * * * *

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, to transfer the within Bond on the records kept for the registration therefor with full power of substitution in the premises.

DATED: _____

Registered Owner

NOTE: The signature on this Assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

* * * * *

CERTIFICATE OF BOND REGISTRAR

STATE OF IDAHO)
)
COUNTY OF TWIN FALLS)

I, the undersigned, the duly constituted, legally qualified and acting Treasurer of the City of Twin Falls, Twin Falls County, Idaho, hereby certify that the within Bond has been registered and recorded in my office pursuant to the provisions of Chapter 2, Title 57, Idaho Code, and all acts amendatory thereof and supplementary thereto.

WITNESS my hand this ____ day of _____, 2017.

BOND REGISTRAR:

Treasurer

SCHEDULE 1 TO BOND

REPAYMENT INSTALLMENTS AND REPAYMENT INSTALLMENT DATES

EXHIBIT B

NOTICE OF PRIVATE NEGOTIATED BOND SALE

NOTICE OF PRIVATE NEGOTIATED BOND SALE

Pursuant to Section 57-215(2), Idaho Code, public notice is hereby given by the City of Twin Falls, Twin Falls County, Idaho (the "City"), of negotiation for and private sale to the Idaho Bond Bank Authority (the "Purchaser") of its Water Revenue Refunding Bond, Series 2017, in the principal amount not to exceed \$_____ (the "Bond") pursuant to a Loan Agreement between the City and the Purchaser ("Loan Agreement") to be executed on the date of sale of the Bond and setting forth the final terms and provisions of the Bond. The Bond has been authorized by the City's Council pursuant to Supplemental Ordinance No. ___ adopted January 23, 2017 (the "Supplemental Ordinance") supplementing the City's Bond Ordinance No. ___ adopted January 23, 2017 (the "Master Ordinance," and together with the Supplemental Ordinance, the "Bond Ordinance"). The sale of the Bond, upon satisfying certain requirements contained in the Supplemental Ordinance pursuant to Idaho Code Section 57-235, is expected to occur on or around March 1, 2017. Additional information concerning the terms and provisions of the Bond, the Bond Ordinance, the Loan Agreement, the security for payment of the Bond, and other pertinent information relating to the Bond is available for public inspection at the offices of the City at _____, Twin Falls, Idaho, Telephone: 208._____.

Dated: _____, 2017.

CITY OF TWIN FALLS, TWIN FALLS
COUNTY, IDAHO

By:

EXHIBIT C

FORM OF LOAN AGREEMENT

EXHIBIT D

FORM OF ESCROW AGREEMENT

EXHIBIT E

FORM OF CERTIFICATE AS TO BOND PRICING AND RELATED MATTERS

The undersigned official of the City of Twin Falls, Twin Falls County, Idaho (the “City”), as a Delegated Officer, does hereby certify as follows (capitalized terms used herein and not defined have the meanings assigned to such terms in the Bond Ordinance, hereinafter defined):

1. The undersigned is familiar with the City’s Bond Ordinance No. ___ adopted January 23, 2017 (the “Master Ordinance”), as supplemented by Supplemental Ordinance No. ___ adopted on January 23, 2017 (the “Supplemental Ordinance,” and collectively with the Master Ordinance, the “Bond Ordinance”) to authorize issuance of the City’s Water Revenue Refunding Bond, Series 2017 (the “2017 Bond”) and related documents, which 2017 Bond is sold this date to the Idaho Bond Bank Authority (the “Bond Bank”) pursuant to the Loan Agreement dated March 1, 2017, between the City and the Bond Bank (the “Loan Agreement”).

2. Section 207 of the Supplemental Ordinance delegated to the undersigned, as a Delegated Officer, the power to make certain determinations on the date of sale of the 2017 Bond.

3. Pursuant to such delegation, the undersigned Delegated Officer hereby determines as follows:

- a. Details of the terms of the 2017 Bond are reflected in the final bond sale number schedules provided by the financial advisor to the Bond Bank this date, which schedules are attached as Exhibit A hereto.
- b. The net present value of the savings in aggregate debt service on the Refunded Repayment Installment Payments, using the yield of the 2017 Bond, is \$_____, which is not less than three percent (3.00%) of the aggregate principal amount of the Refunded Repayment Installments.
- c. The principal amount of the 2017 Bond is \$_____, which does not exceed the principal of the Refunded Repayment Installments.
- d. The Repayment Installment Dates and the amount of principal of the 2017 Bond maturing, or subject to mandatory sinking fund redemption, in any particular year are reflected on the attached Exhibit B.
- e. The final maturity of the 2017 Bond is _____, which does not exceed September 15, 2024.
- f. The 2017 Bond is sold at the purchase price of \$_____, representing the principal amount thereof, plus premium in the amount of \$_____, less underwriter’s discount of \$_____.

g. The 2017 Bond is subject to optional redemption as follows:
_____.

4. The undersigned Delegated Officer hereby certifies that the final terms and provisions of the 2017 Bond, as described above and in the attached Exhibit A and Exhibit B, are consistent with, not in excess of and no less favorable than the terms set forth in Section 207 of the Supplemental Ordinance.

5. The undersigned Delegated Officer has therefore executed and delivered the Loan Agreement this date.

DATED: _____, 2017.

CITY OF TWIN FALLS, TWIN FALLS
COUNTY, IDAHO

By: _____
Title: _____

EXHIBIT A
FINAL NUMBERS

EXHIBIT B

**SCHEDULE OF REPAYMENT INSTALLMENTS AND
REPAYMENT INSTALLMENT DATES**

EXHIBIT F

CITY OF TWIN FALLS TWIN FALLS COUNTY, IDAHO

Summary of Supplemental Ordinance No. ____, passed January 23, 2017

Section 101 (Definitions) defines certain capitalized terms used in the Supplemental Ordinance.

Section 201 (Authority for Supplemental Ordinance) provides that the Supplemental Ordinance is adopted by the City of Twin Falls, Twin Falls County, Idaho (the “City”) pursuant to the provisions of the Act and the City’s Bond Ordinance No. ____ adopted on January 23, 2017 (the “Master Ordinance”).

Section 202 (Finding and Purpose) provides that in compliance with the Master Ordinance, the City’s Water Revenue Refunding Bond, Series 2017, is authorized to be issued to the Idaho Bond Bank Authority (the “Bond Bank”) in exchange for the loan under the Loan Agreement dated March 1, 2017, between the Bond Bank and the City to provide funds with which to refinance certain outstanding bonds issued to the Bond Bank in 2009 to finance improvements to the City’s municipal domestic water supply and distribution system (the “System”).

Section 203 (Authorization of 2017 Bond, Designation; Confirmation of Pledged Revenues) authorizes the 2017 Bond; provides the designation of the 2017 Bond, and security of payment thereof from Net Revenues of the System.

Section 204 (Issue Date) provides that the issue date shall be the date of delivery of the 2017 Bond.

Section 205 (2017 Bond Details) provides that the 2017 Bond shall be issued in a single denomination in the form attached to the Supplemental Ordinance and shall bear interest and be payable pursuant to the Loan Agreement with the Bond Bank.

Section 206 (Authorization of Actions Preliminary to Sale of 2017 Bond) provides for negotiated sale of the 2017 Bond to the Bond Bank; authorizes publication of a notice pursuant to Section 57-215, Idaho Code; ratifies actions by City officials related to the Bond Bank preliminary official statement; and approves substantial form and provisions of the Loan Agreement and Escrow Agreement.

Section 207 (Sale of 2017 Bond, Delegation Authority) provides for delegation to Mayor or Treasurer, each a Delegated Officer, to approve the final terms of the 2017 Bond and for

execution by the Delegated Officer of the Certificate as to Bond Pricing and Related Matters upon approval of the final terms of the 2017 Bond and Loan Agreement.

Section 208 (Execution of 2017 Bond) provides for the manner of execution of the 2017 Bond.

Section 209 (Registration of 2017 Bond) provides that the Treasurer of the City shall act as Bond Registrar for the 2017 Bond.

Section 301 (Creation or Ratification of Accounts and/or Subaccounts under Funds) creates and/or ratifies the following: 2017 Debt Service Account under Bond Fund for payment of debt service on the 2017 Bond; Reserve Account, if required; Revenue Fund; Rebate Fund; Rate Stabilization Account to secure payment of the 2017 Bond.

Section 302 (Delivery of 2017 Bond; Application of Proceeds) authorizes delivery of the 2017 Bond to the Bond Bank and to receive payment therefor; and provides for allocation and distribution of the 2017 Bond proceeds.

Section 303 (Refunding Provisions) provides that the 2017 Bond proceeds will be used as a cash deposit and/or to acquire Government Securities to be deposited in the Escrow Account to defease and refund the Refunded Repayment Installments.

Section 304 (2009 Loan Agreement) provides for amendment of the 2009 Loan Agreement, if required, as a result of refunding a portion of the 2009 Note Repayment Installments.

Section 401 (Idaho State Intercept) authorizes compliance with State of Idaho intercept procedures at Section 67-8727, Idaho Code, pursuant to the Loan Agreement.

Section 402 (Pledge of Revenues) provides for pledge of Net Revenues of the System of the City to pay debt service on the 2017 Bond, together with Annual Expense Charges of the Bond Bank, and all other amounts due under the Loan Agreement, on parity with Additional Bonds and Prior Parity Obligations.

Section 403 (Tax Certificate) authorizes the City's Tax Certificate to comply with federal tax requirements.

Section 404 (Reserve Account Deposit) provides for establishment of a Reserve Account if the City fails to comply with the requirements in the Loan Agreement as to System rates and charges or Net Revenues.

Section 501 (Effect of Supplemental Ordinance) provides that the Master Ordinance is amended and supplemented as provided by the Supplemental Ordinance.

Section 502 (Ratification) ratifies, confirms and approves all proceedings, resolutions, and ordinances in connection with the sale and issuance of the 2017 Bond.

Section 503 (Severability) provides that other covenants and agreements in the Supplemental Ordinance are not affected if one is made invalid.

Section 504 (Conflict) repeals all resolutions, orders and regulations or parts thereof conflicting with the Supplemental Ordinance.

Section 505 (Captions) provides that table of contents and captions and headings are for convenience only.

Section 506 (Savings Clause) provides that except as amended by the Supplemental Ordinance, the Master Ordinance shall remain in full force and effect.

Section 507 (Effective Date) provides that the Supplemental Ordinance shall take effect from and after its passage and publication of this summary as required by law.

Exhibit A: Sets forth the substantial form of the 2017 Bond.

Exhibit B: Sets forth the substantial form of the Notice of Private Negotiated Bond Sale.

Exhibit C: Sets forth the substantial form of the Loan Agreement.

Exhibit D: Sets forth the substantial form of the Escrow Agreement.

Exhibit E: Sets forth the substantial form of the Certificate as to Bond Pricing and Related Matters.

Exhibit F: Sets forth this summary for publication.

The full text of Supplemental Ordinance No. ____ is available at the office of the City Clerk of the City, and will be provided to any citizen upon personal request during normal business hours.

Approved this ____ day of January, 2017.

CITY OF TWIN FALLS, TWIN FALLS
COUNTY, IDAHO

Mayor

ATTEST:

City Clerk

CERTIFICATION OF COUNSEL

I, the undersigned, the legal advisor to the City of Twin Falls, Idaho, hereby certify that I have read the attached Summary of Supplemental Ordinance No. ____ of the City, and that the same is true and complete and provides adequate notice to the public of the contents of said ordinance.

Dated as of this ____ day of January, 2017.

S.C. Danielle Quade
Hawley Troxell Ennis & Hawley LLP
Bond Counsel

CERTIFICATE OF THE CLERK

I DO HEREBY CERTIFY that I am the duly chosen, qualified and acting Clerk of the City of Twin Falls, Twin Falls County, Idaho (the “City”), and keeper of the records of the City Council (the “City Council”); and HEREBY CERTIFY:

1. That the attached Supplemental Ordinance is a true and correct copy of Supplemental Ordinance No. ____ of the City (the “Supplemental Ordinance”), as finally passed at a special meeting of the City Council held on the 23rd day of January, 2017, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the passage of the Supplemental Ordinance; that all other requirements and proceedings incident to the proper passage of the Supplemental Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2017.

Clerk

LOAN AGREEMENT

Between

IDAHO BOND BANK AUTHORITY

And

CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO

Dated as of March 1, 2017

Relating to

Idaho Bond Bank Authority
Revenue Bonds
Series 2017A

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LOAN AGREEMENT

THIS LOAN AGREEMENT, dated as of March 1, 2017, by and between the CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO, a municipal corporation duly organized, existing and operating under the laws and Constitution of the State of Idaho and thereby a “Municipality” under the “Act” as defined below (the “Municipality”), and IDAHO BOND BANK AUTHORITY, an independent public body corporate and politic (the “Authority”),

WITNESSETH:

WHEREAS, pursuant to the Idaho Code, Title 50, Chapter 10, on June 1, 2009, the Municipality previously issued its Water Revenue Promissory Note, Series 2009 (the “2009 Note”) (the 2009 Note excluding the installment due on September 1, 2017, the “Prior Bond”) to finance acquisition of certain water rights and related improvements to its municipal domestic water supply and distribution system (the “System”) and the Municipality intends to issue its Water Revenue Refunding Bond, Series 2017 (the “Municipal Bond”) for the purpose of advance refunding the Prior Bond thereby refinancing the System improvements, (the “Project”) in accordance with this Agreement;

WHEREAS, the Authority is an independent public body corporate and politic duly created and operating pursuant to Idaho Code, Title 67, Chapter 87 as amended or supplemented from time to time (the “Act”);

WHEREAS, the Act authorizes and empowers the Authority to issue bonds for the purpose of purchasing municipal bonds, including loans undertaken by municipalities for any purpose authorized by law;

WHEREAS, the Authority intends to issue Idaho Bond Bank Authority Revenue Bonds, Series 2017A (the “Bonds”);

WHEREAS, pursuant to Bond Ordinance No. _____ (Water System), adopted January __, 2017 and Supplemental Ordinance No. __, adopted January __, 2017 (collectively, the “Bond Ordinance”), the Municipality authorized the Municipal Bond and delegated authority to its Delegated Officer (as defined in the Bond Ordinance) to approve the final terms and provisions of this Loan Agreement, the proceeds of such Loan to advance refund the Prior Bond; and

WHEREAS, the Municipality’s Delegated Officer has approved the final pricing of the Bonds and terms of the Municipal Bond;

NOW, THEREFORE, in consideration of the premises and the respective representations and covenants herein contained, the parties hereto agree as follows:

ARTICLE 1 – DEFINITIONS

Section 1.1 Definition of Terms. Unless the context otherwise requires, the capitalized terms used in this Loan Agreement not otherwise defined herein shall have the meanings specified in Section 1.01 of the Master Trust Agreement, dated as of December 1, 2004 between the Authority and U.S. Bank National Association, as trustee which trustee was replaced by The Bank of New York Mellon Trust Company, N.A., which trustee has now been replaced by Zions Bank, a division of ZB, National Association, formerly known as Zions First National Bank (the “Trustee”), as amended relating to the Bonds (the “Master Trust Agreement”), and all supplemental trust agreements including the Twenty-Seventh Supplemental Trust Agreement dated as of March 1, 2017 (the “Twenty-Seventh Supplemental Trust Agreement”) by and between the Authority and the Trustee, as previously supplemented and amended or as it may from time to time be supplemented or amended as provided therein with the Master Trust Agreement and all Supplemental Trust Agreements including the Twenty-Seventh Supplemental Trust Agreement referred to herein collectively as the “Trust Agreement.”

“Annual Debt Service” means, for any Fiscal Year, the sum of (1) the interest accruing on all Parity Debt during such Fiscal Year calculated on the basis of a 360-day year consisting of twelve 30-day months, assuming that all Parity Debt is retired as scheduled, plus (2) the principal amount (including principal due as sinking fund installment payments) allocable to all Parity Debt in such Fiscal Year.

“Annual Expense Charges” means the annual charges for Trustee fees, continuing disclosure dissemination agent fees, audit fees, rebate calculation expenses or other expenses related to the Bonds or Loan and paid by the Authority which shall be reimbursed to the Authority by the Municipality as provided in Section 3.2(a) hereof upon receipt of invoice from the Authority or Trustee as well as any late fees or charges related to continuing disclosure or audit submission.

“Authority Fee” means the one-time fee payable by the Municipality to the Authority upon issuance and delivery of the Bonds in the amount set forth in Schedule 1 equal to 1/10 of one percent (.10%) of the total debt service to be paid on the Loan. The amount of any application fee previously paid by the Municipality to the Authority may be credited against the Authority Fee.

“Authorized Municipality Representative” means the Mayor or Municipality Clerk, Finance Officer, or any such officer’s designee, or any other officer of the Municipality duly authorized by the Municipality.

“Bond Ordinance” means the Bond Ordinance as defined in the WHEREAS Clauses above.

“Certificate of the Municipality” means an instrument in writing signed by an Authorized Municipality Representative, such authorization to be evidenced by a certificate verifying the specimen signatures of such officers at the request of the Trustee.

“Consulting Engineer” means any qualified registered or licensed professional engineer practicing under the laws of the State of Idaho selected by the Municipality.

“Fiscal Year” means the fiscal year of the Municipality, beginning October 1 and ending September 30 each year.

“Generally Accepted Accounting Principles” means the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

“Income Fund” means the fund by that name described in Section 4.2 hereof.

“Independent Certified Public Accountant” means any firm of certified public accountants appointed by the Municipality, which is independent of the Municipality and the Authority pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

“Issue Date” means the date of issuance of the Municipal Bond.

“Loan” means the loan of proceeds of the Bonds as described in Section 3.1 hereof.

“Maximum Annual Debt Service” means, as of any date of calculation, the largest Annual Debt Service during the period from the date of such calculation through the final maturity date of all Parity Debt.

“Municipal Bond” or “Municipal Bonds” means the revenue bond or other evidence of indebtedness issued and delivered by the Municipality to evidence the Loan as provided in Section 3.1 hereof.

“Municipality” means the City of Twin Falls, Twin Falls County, Idaho, a municipal corporation of the State of Idaho and thereby a “Municipality” under the Act.

“Net Proceeds” means, when used with respect to any casualty insurance or condemnation award, the proceeds from such insurance or condemnation award remaining after payment of all expenses (including attorneys’ fees) incurred in the collection of such proceeds.

“Operation and Maintenance Costs” means all reasonable and necessary current expenses of the Municipality, paid or accruing, for operating, maintaining and repairing the System, including legal and overhead expenses of the municipality directly related to the administration of the System, insurance premiums, audits, charges of depository banks and paying agents, professional services, salaries, administrative expenses, labor, and the cost of materials and supplies for current operation, but not including depreciation, legal liabilities not based on

contract, the cost of improvements to the System, charges for accumulation of reserves, or payment of Parity Debt or Subordinate Obligations.

“Parity Debt” means the Repayment Installments, any Prior Obligations, and any Parity Obligations.

“Parity Obligation Payments” means the payments scheduled to be paid by the Municipality under and pursuant to the Parity Obligations, which payments are secured by a pledge of System Net Revenues on parity with the Repayment Installments as provided herein.

“Parity Obligations” means all obligations of the Municipality authorized and executed by the Municipality other than the Repayment Installments including prior obligations, with Parity Obligation Payments which are secured by a pledge of the System Net Revenues on parity with the Repayment Installments as provided herein.

“Prior Bond” means the obligations evidenced under the 2009 Note excluding the installment due on September 1, 2017.

“Prior Obligations” means the obligations, if any, specified in Schedule 1 attached hereto.

“Project” means the System improvements as described in Exhibit A hereto being financed or refinanced by the Municipal Bond.

“Rate Stabilization Account” means the Rate Stabilization Account established pursuant to Section 4.5 hereof.

“Repayment Amount” means the amount specified in Schedule 1 attached hereto.

“Repayment Installment” means any amount that the Municipality is required to pay directly to the Trustee pursuant to Section 3.2(a) of this Loan Agreement, as a repayment of the loan made to the Municipality under the Loan Agreement, which amount is determined in accordance with Section 4.2(a) thereof.

“Repayment Installment Date” means the dates corresponding to the Repayment Installments, as set forth in Exhibit B, however, payments must be transmitted to the Trustee at least fifteen (15) days prior to the Repayment Installment Dates on Exhibit B.

“Revenue Fund” means the fund so designated established pursuant to the Trust Agreement and held by the Trustee.

“Subordinate Obligations” means the obligations of the Municipality that are subordinate in payment to the Repayment Installments.

“System” means the Municipality’s domestic water supply and distribution system, and all facilities and properties thereof now owned or hereafter acquired, whether situated within or without Municipality boundaries.

“System Net Revenues” means the System Revenues net of Operation and Maintenance Expenses.

“System Revenues” means all gross income and revenue received or receivable by the Municipality from the ownership or operation of the System, determined in accordance with Generally Accepted Accounting Principles, excluding grants, hookup fees and other non recurring revenue, but including without limitation, transfers from the Rate Stabilization Account [?] and including all fees (excluding connection fees), rates, charges and all amounts paid under any contracts received by or owed to the Municipality in connection with the operation of the System and all proceeds of insurance relating to the System and investment income allocable to the System and all other income and revenue howsoever derived by the Municipality from the ownership, or operation of the System or arising from the System.

“Water Revenue Fund” means the Municipality’s Water Revenue Fund, previously established by the Municipality and continued pursuant to the Bond Ordinance.

Section 1.2 Number and Gender. The singular form of any word used herein, including the terms defined in Section 1.01 of the Trust Agreement, shall include the plural, and vice versa. The use herein of a word of any gender shall include all genders.

Section 1.3 Articles, Sections, Etc. Unless otherwise specified, references to Articles, Sections and other subdivisions of this Loan Agreement are to the designated Articles, Sections and other subdivisions of this Loan Agreement as originally executed. The words “hereof,” “herein,” “hereunder” and words of similar import refer to this Loan Agreement as a whole. The headings or titles of the several articles and sections, and the table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the provisions hereof.

ARTICLE II – REPRESENTATIONS

Section 2.1 Representations of the Municipality. The Municipality makes the following representations as the basis for its undertakings herein contained:

- (a) The Municipality is a municipal corporation in the State of Idaho. Under the provisions the Act, the Municipality has the power to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder. By proper action, the Municipality has authorized the Municipal Bond evidencing its obligations under this Loan Agreement in accordance with Title 50, Chapter 10 and Section 67-8722 of the Idaho Code, as amended. By proper action, the Municipality has been duly authorized to execute, deliver and duly perform this Loan Agreement.

(b) The Municipality is not in default under any of the provisions of the laws of the State of Idaho which default would affect its existence or its powers referred to in subsection (a) of this Section 2.1.

(c) The Municipality has found and determined and hereby finds and determines that all requirements of the Act with respect to the execution of this Loan Agreement have been complied with and that financing the Project by entering into this Loan Agreement will be in furtherance of the purposes of the Act.

(d) The Project consists and will consist of the refinancing of the facilities described in Exhibit A hereto and the redemption of the Prior Bond. The Municipality shall make no changes to any portion of the Project or to the operation thereof which would impair the exemption from gross income of the interest on the Bonds or the Municipal Bond for federal income tax purposes. In particular, the Municipality shall comply with all requirements of the Tax Certificate, dated the Issue Date (the "Tax Certificate"), which is hereby incorporated by reference herein.

Section 2.2 Representations of the Authority. The Authority makes the following representations as the basis for its undertakings herein contained:

(a) The Authority is an independent public body corporate and politic duly formed under the laws of the State of Idaho and has the power to enter into and has duly authorized the execution and delivery of the Trust Agreement, this Loan Agreement and all other documents contemplated hereby to be executed by the Authority.

(b) The execution and delivery of the Bonds, this Loan Agreement, and the Trust Agreement and the consummation of the transactions contemplated hereby and thereby do not conflict with or constitute a breach of or default under the Act or, to the best knowledge of the Authority, under the terms and conditions of any agreement or commitment to which the Authority is a party or by which the Authority is bound.

(c) The Authority will issue, execute and deliver the Bonds upon the terms and conditions set forth in the Trust Agreement and will use a portion of proceeds of the issuance of the Bonds for the Loan to finance the Project in accordance with this Loan Agreement.

ARTICLE III - LOAN TO MUNICIPALITY; REPAYMENT PROVISIONS

Section 3.1 Loan to Municipality; The Authority covenants and agrees, upon the terms and conditions in this Loan Agreement, to make a Loan of the amount specified in Schedule 1 attached hereto to the Municipality for the purpose of refunding the Prior Bond which financed the Project. The Loan is based on the purchase price of the Municipal Bond at the par amount thereof plus a premium or less a discount as described in Schedule 1 hereto. Said Loan shall be disbursed as described in Schedule 1 hereto including a deposit of Loan funds to the Escrow Fund for the Authority's Bond as described in Schedule 1 which shall constitute a defeasance of

the Municipality's Prior Bond as provided in the loan agreement for the Prior Bond. Pursuant to said covenant and agreement, the Authority will issue the Bonds upon the same terms and conditions contained in this Loan Agreement and the Trust Agreement and will cause the Bond proceeds to be applied as provided in Article III thereof. The Municipality shall issue and sell its Municipal Bond to the Authority as evidence of its Loan obligation hereunder and the payments due on the Municipal Bond shall equal the Repayment Installments hereunder.

Section 3.2 Repayment and Payment of Other Amounts Payable.

(a) The Municipality covenants and agrees to pay to the Trustee the Repayment Installments together with the Annual Expense Charges and all other amounts then due hereunder on the Loan to the Municipality pursuant to Section 3.1 hereof, at least fifteen (15) days prior to the Repayment Installment Dates as set forth in Exhibit B hereto. The Trustee shall transmit the Annual Expense Charges to the Authority.

Any amount held by the Trustee in the Revenue Fund on the Municipality's behalf on any Repayment Installment Date hereunder shall be credited against the Repayment Installment due on such date to the extent available for such purpose; and provided further that, subject to the provisions of this paragraph, if at any time the amounts held by the Trustee in the Revenue Fund on the Municipality's behalf are sufficient to pay all of the Repayment Installments, the Municipality shall be relieved of any obligation to make any further payments under the provisions of this Section. Notwithstanding the foregoing, if on any date the amount held by the Trustee in the Revenue Fund on the Municipality's behalf is insufficient to make any required Repayment Installment on any Repayment Installment Date, the Municipality shall forthwith pay such deficiency as a Repayment Installment hereunder.

Section 3.3 Unconditional Obligation. The obligations of the Municipality to make the payments required by Section 3.2 hereof and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim it might otherwise have against the Authority, and during the term of this Loan Agreement, the Municipality shall pay absolutely net the payments to be made on account of the loan as prescribed in Section 3.2 and all other payments required hereunder, free of any deductions and without abatement, diminution or set-off; provided, that the Municipality's obligation to make payments under this Loan Agreement shall be limited to the extent of System Net Revenues and other legally available funds of the Municipality to be appropriated as needed to make the payments required under this Agreement and the Municipal Bond, but is not a general obligation of the Municipality provided that the State Intercept under Section 3.6 hereof shall apply. Until such time as the Repayment Installments shall have been paid in full (or provision for the payment thereof shall have been made pursuant to Article VIII of this Loan Agreement), the Municipality (i) will not suspend or discontinue any payments provided for in Section 3.2 hereof; (ii) will perform and observe all of its other covenants contained in this Loan Agreement; and (iii) will not terminate this Loan Agreement for any cause, including, without limitation, the occurrence of any act or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial

frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Idaho or any political subdivision of either of these, or any failure of the Authority or the Trustee to perform and observe any covenant, whether express or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement or the Trust Agreement, except to the extent permitted by this Loan Agreement.

Section 3.4 Assignment of Authority's Rights. As security for the payment of the Bonds, the Authority will assign to the Trustee the Authority's rights, but not its obligations, under this Loan Agreement, including the right to receive payments hereunder (except (i) the rights of the Authority to receive notices under this Loan Agreement, (ii) the right of the Authority to receive certain payments, if any, with respect to fees, expenses and indemnification and certain other purposes under this Loan Agreement, and (iii) the right of the Authority to give approvals or consents pursuant to this Loan Agreement) and the Authority hereby directs the Municipality to make the payments required hereunder (except such payments for fees, expenses and indemnification) directly to the Trustee. The Municipality hereby assents to such assignment and agrees to pay the Repayment Installments directly to the Trustee (subject to the provisions of Section 3.2(b)) without defense or set-off by reason of any dispute between the Municipality and the Authority or the Trustee.

Section 3.5 Amounts Remaining in Funds. It is agreed by the parties hereto that after payment in full of (i) the Repayment Installments, or after provision for such payment shall have been made as provided in Article VIII, (ii) the fees and expenses of the Authority in accordance with this Loan Agreement, (iii) the fees, charges and expenses of the Trustee, the Registrar and Paying Agent in accordance with the Trust Agreement and this Loan Agreement and (iv) all other amounts required to be paid under this Loan Agreement and the Trust Agreement, any amounts remaining in any fund held by the Trustee under the Trust Agreement shall belong, subject to the requirements of Section 7.03 of the Trust Agreement, to the Authority and be paid to the Authority by the Trustee, provided that any earnings on payments by the Municipality to the Trustee under Section 3.2(a) prior to the Repayment Installment Dates shall be deducted from said remaining amounts and credited to the Municipality.

Section 3.6 Timeliness Of Payments; Consent to State Intercept; Repayment.

(a) The Municipality understands that the State intercept and repayment procedures contained in and required by Section 67-8727, Idaho Code, as amended, and as set forth herein operate as a matter of law with respect to the Loan covered by this Loan Agreement without the need for consent thereto by the Municipality. The Municipality also understands that said intercept procedures will provide funds to pay the Authority Bonds (not the Loan obligations).

(b) If the Municipality is unable to transfer all of its Repayment Installment to the Trustee at least 15 days before the Repayment Installment Date, the Municipality shall immediately notify the Trustee, the Authority and the State Treasurer by: (i) telephone; (ii) a writing sent by facsimile transmission; and (iii) a writing sent by first-class United States mail. If sufficient funds are not transferred to the Trustee for the Bonds of the

Authority that are secured by this Loan Agreement at least ten (10) days before the scheduled debt service payment date of the Bonds, the Trustee shall transfer any available funds pledged to secure payment of the Bonds in sufficient amounts to make up any shortfall in the amount necessary to pay debt service on the Bonds on the scheduled payment date and deposit such amount in the debt service payment fund for those Bonds.

(c) If, as a result of the failure of the Municipality to make Repayment Installments in a timely manner, the Trustee shall transfer funds pursuant to paragraph (b) of this section to pay debt service on the Bonds or if there are not sufficient funds available pursuant to paragraph (b) of this section to make up for any shortfall in the amount necessary to pay debt service on the Bonds, at least ten (10) days before the scheduled debt service payment date of the Bonds, the Trustee shall notify the Authority and the State Treasurer by: (i) telephone; (ii) a writing sent by facsimile transmission; and (iii) a writing sent by first-class United States mail.

(d) To the extent provided and required by Section 67-8727, Idaho Code, as amended, and upon the notice provided in subsection (c) of this section, the State Treasurer shall (i) immediately intercept to the extent permitted by law any payments available from: (A) the receipts of any payment of property taxes; or (B) sales tax moneys that would be distributed pursuant to section 63-3638, Idaho Code; or (C) liquor tax moneys that would be distributed pursuant to Section 23-404, Idaho Code, as amended; or (D) any other source of operating moneys provided by the State to the Municipality that would otherwise be paid to the Municipality by the State.

(e) If the State has made all or part of a Repayment Installment on behalf of the Municipality from moneys representing sales tax receipts transferred from the State general fund pursuant to Section 67-8716, Idaho Code, the Municipality shall: (a) reimburse all moneys drawn by the State Treasurer on its behalf; (b) pay interest to the State on all moneys paid by the State from the date the moneys are drawn to the date they are repaid at a rate not less than the average prime rate for national money center banks plus five percent (5%); and (c) pay all penalties required by the Act.

(f) The State Treasurer shall establish the reimbursement interest rate after considering the circumstances of any prior draws by the Municipality on the State, market interest and penalty rates, and the cost of funds, if any, that were required to be borrowed by the State to make Repayment Installments.

(g) The State Treasurer may, after considering the circumstances giving rise to the failure of the Municipality to make its Repayment Installments in a timely manner, impose on the Municipality a penalty of not more than five percent (5%) of the amount paid by the State for each instance in which a payment by the State is made.

(h) (i) If the State Treasurer determines that amounts obtained under this section will not reimburse the State in full within one (1) year from the State's payment of the Municipality's scheduled Repayment Installments, the State Treasurer

shall, subject to clause (ii) hereof, pursue any legal action, including mandamus, against the Municipality to compel it to take any action required by the Act, including:

(1) To the extent permitted by law provide System Net Revenues or other legally available funds to pay Repayment Installments when due; and

(2) Meet its repayment obligations to the State.

(ii) In pursuing its rights under paragraph (i) of this subsection (h), the State shall have the same substantive and procedural rights as would a holder of this Loan Agreement.

(iii) The attorney general shall assist the State Treasurer in these duties.

(iv) The Municipality shall pay the attorney's fees, expenses and costs of the State Treasurer and the State attorney general.

ARTICLE IV – SECURITY

Section 4.1 Pledge of System Net Revenues. All System Net Revenues and other legally available funds of the Municipality to be appropriated as needed to make the payments required under this Loan Agreement and the Municipal Bond, are hereby irrevocably pledged to the payment of the Repayment Installments as provided herein and the System Net Revenues and such other funds shall not be used for any other purpose while any of the Repayment Installments remain unpaid; *provided* that (i) any Parity Obligations shall be paid on parity with the Repayment Installments, (ii) out of the System Net Revenues and such other funds there may be apportioned such sums for such purposes as are expressly permitted herein. This pledge, together with the pledge created by all other Parity Debt, shall constitute a first lien on System Net Revenues and, subject to application of amounts on deposit therein as permitted herein, the Income Fund and other funds and accounts created hereunder for the payment of the Repayment Installments and all other Parity Debt in accordance with the terms hereof and of the Trust Agreement.

Section 4.2 Allocation of System Revenues. In order to carry out and effectuate the pledge and lien contained herein, the Municipality agrees and covenants that all System Revenues shall be received by the Municipality in trust hereunder and shall be deposited when and as received in the “Water Revenue Fund,” a Revenue Fund held by the Municipality and, a special fund hereby designated as the “Income Fund,” is hereby established and which fund the Municipality agrees and covenants to maintain and to hold separate and apart from other funds so long as any Repayment Installments remain unpaid. To the extent the Municipality has an existing fund which satisfies the foregoing requirements, then such shall be deemed to be the “Income Fund” and the Municipality shall not be required to create a new fund. The Municipality may maintain separate accounts within the Income Fund. The amounts in the Income Fund shall be invested in investments permitted by

State law. Moneys in the Income Fund shall be used and applied by the Municipality as provided in this Loan Agreement.

The Municipality shall, from the moneys in the Income Fund, pay all Operation and Maintenance Costs (including amounts reasonably required to be set aside in contingency reserves for Operation and Maintenance Costs, the payment of which is not then immediately required) as such Operation and Maintenance Costs become due and payable. Thereafter, all remaining moneys in the Income Fund shall be set aside by the Municipality at the following times for the transfer to the following respective special funds in the following order of priority; and all moneys in each of such funds shall be held in trust and shall be applied, used and withdrawn only for the purposes set forth in this Section.

(a) **Repayment Installments.** Not later than fifteen (15) days prior to each Repayment Installment Date, the Municipality shall, from the moneys in the Income Fund, transfer to the Trustee the Repayment Installment due and payable on that Repayment Installment Date. The Municipality shall also, from the moneys in the Income Fund, transfer to the applicable trustee, if any, for deposit in the respective payment fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, any other Parity Obligation Payments in accordance with the provisions of any Parity Obligation.

(b) **Surplus.** Moneys on deposit in the Income Fund not necessary to make any of the payments required above, may be expended by the Municipality at any time for any purpose permitted by law, including but not limited to payments with respect to Subordinate Obligations.

Section 4.3 Additional Parity Debt. The Municipality may at any time enter into any Parity Debt; *provided:*

(a) The Municipality shall be in compliance with all agreements, conditions, covenants and terms contained herein, and a Certificate of the Municipality to that effect shall have been filed with the Trustee;

(b) The Parity Debt shall have been duly authorized pursuant to all applicable laws;

(c) The most recent available audit of the Municipality shows that the System Net Revenues for the Fiscal Year immediately preceding the date of the resolution authorizing the Parity Debt shall have been sufficient to pay an amount representing 125% of Maximum Annual Debt Service.

(d) As an alternative to the audit report requirement in 4.3(c), the Municipality may utilize a report of the Consulting Engineer that shows that the System Net Revenues for the remainder of the projected life of the Parity Debt will be at least equal to 125% of the Maximum Annual Debt Service. In determining whether Parity Debt may be issued, the Consulting Engineer shall consider any probable increase (but not decrease) in Operation

and Maintenance Costs, and there may be added to such System Net Revenues an allowance for net revenues from any improvements to the System to be made with the proceeds of such Parity Debt and also for net revenues from any improvements to the System which have been made from money from any source but which, during all or any part of such Fiscal Year, were not in service, all in an amount equal to 75% of the estimated additional average annual net revenues to be derived from each such improvement for the first 36 month period in which each such improvement is in operation.

Nothing contained in this Section shall limit the issuance of any additional obligations of the Municipality payable from the System Net Revenues and secured by a lien and charge on the System Net Revenues if, after the issuance and delivery of such additional obligations, none of the Repayment Installments shall be unpaid. Furthermore, nothing contained in this Section shall limit the issuance of any Parity Debt for the purpose of refunding Outstanding Parity Debt or for any Subordinate Obligations.

Section 4.4 Reserve Fund Deposit If the Municipality fails to comply with the requirements as to System rates and charges set forth in Section 5.11 hereof or fails to maintain System Net Revenues, plus any credit from the Rate Stabilization Account in accordance with Section 4.5 and 4.6 hereof, equal to at least 150% of Annual Debt Service in any Fiscal Year and is unable to bring itself into compliance within 60 days after discovery by the Municipality of such failure, it shall immediately notify the Authority and the Trustee and shall establish from funds of the Municipality a Reserve Fund held by the Municipality funded in the amount of 2.5% of the outstanding principal balance of the Loan during the first succeeding Fiscal Year, 5.0% of the outstanding principal balance of the Loan in the second succeeding Fiscal Year, 7.5% of the outstanding principal balance of the Loan in the third succeeding Fiscal Year and 10% of outstanding principal balance of the Loan in the fourth succeeding Fiscal Year and 10% of the outstanding principal balance of the Loan for each Fiscal Year, provided that at no time shall the amount in the Reserve Fund exceed the lesser of 10% of the outstanding principal balance of the Loan, the maximum annual debt service on the Loan or 125% of the average annual debt service on the Loan (the "Reserve Requirement"). The required percentage amounts shall be fully funded by the Municipality no later than the end of the applicable Fiscal Year. Such Reserve Fund shall be drawn upon if needed to make the Repayment Installments hereunder and may, upon the election of the Municipality with 30 days prior written notice to the Authority, also secure any subsequent Parity Debt if so elected by the Municipality provided that the Reserve Requirement shall cover all Parity Debt and not just the Loan. The Municipality shall notify the Trustee of any drawing on the Reserve Fund within ten (10) days of the date of such drawing. Provided further, in the event that a drawing on the said Reserve Fund in order to make the Repayment Installments by Municipality on the Loan results in a balance in such fund lower than the Reserve Requirement, the Municipality shall replenish said account to the Reserve Requirement from System Net Revenues as soon as possible but not later than one (1) year from the date of such drawing.

Section 4.5 Rate Stabilization Account. The Municipality shall establish and maintain a Rate Stabilization Account. Monies in the Rate Stabilization Account may be transferred as

determined from time to time by the Municipality. The Municipality may transfer funds into the Rate Stabilization Account from the Income Fund (Water Revenue Fund) or any other legally available source. The Municipality may transfer funds into the Rate Stabilization Account or withdraw funds from the Rate Stabilization Account at any time without limitation subject to the following provisions.

(a) Money in the Rate Stabilization Account may be withdrawn at any time and used for any purpose for which System Revenues may be used. Amounts withdrawn from the Rate Stabilization Account shall increase System Revenues for the period for which they are withdrawn, and amounts deposited in the Rate Stabilization Account shall reduce System Revenues for the period for which they are deposited. Credits from the Rate Stabilization Account may be posted in accordance with governmental accounting practices and procedures. Credits to or from the Rate Stabilization Account may relate to a prior Fiscal Year consistent with governmental accounting practices and procedures provided that such credits occur within the first quarter following the prior Fiscal Year. Earnings on the Rate Stabilization Account shall be credited to the Income Fund (the Water Revenue Fund) and shall be included in the definition of System Revenues for purposes of calculating debt service coverage.

(b) Unless otherwise excluded, funds withdrawn from the Rate Stabilization Account shall be included as System Net Revenues for all rate requirement purposes under Section 5.11 hereof.

Section 4.6. Transfers from Rate Stabilization Account. The Municipality may transfer funds from the Rate Stabilization Account to satisfy the rate requirements in Section 5.11 hereof. The Municipality may transfer funds from the Rate Stabilization Account during the current Fiscal Year or within the first quarter of the following Fiscal Year and designate that such transfer shall relate to the immediately preceding Fiscal Year and thereafter will satisfy the following rate covenant. The Municipality covenants for the benefit of the Authority and its bondholders that going forward it will, as needed, charge rates and fees in connection with operation of the System which, when combined with other System Revenues, are adequate to generate System Net Revenues (exclusive of transfers from the Rate Stabilization Account) in the current Fiscal Year at least equal to 1.25 times the Annual Bond Debt Service due in that Fiscal Year. If the System Net Revenues fail to meet this level, the Municipality will promptly increase its rates and fees or reduce expenses to a level so that System Net Revenues (exclusive of transfers from the Rate Stabilization Account) are projected to meet the required level. The Municipality will demonstrate its compliance with the provisions of this Section 4.6 by providing an officer's certificate to the Authority and the Trustee, if any, at the time of delivery of the Municipality's year-end audit stating that the Municipality is not out of compliance with Section 5.11. This officer's certificate will demonstrate the Municipality's compliance with this covenant, or the methods by which the Municipality intends to achieve compliance with this covenant. For the avoidance of doubt, unless the Trustee receives a written notification from the Municipality pursuant to Section 5.11(c) hereof, the Trustee shall not be deemed to have knowledge of any default under this Section 4.6 or Section 5.11 hereof.

ARTICLE V - SPECIAL COVENANTS AND AGREEMENTS

Section 5.1 Punctual Payment. The Municipality will punctually pay all Repayment Installments in strict conformity with the terms hereof and will faithfully satisfy, observe and perform all agreements, conditions, covenants and terms hereof.

Section 5.2 Legal Existence. The Municipality will use all means legally available to maintain its existence.

Section 5.3 Against Encumbrances. The Municipality will not mortgage or otherwise encumber, pledge or place any charge upon any of the System Net Revenues except as provided herein, and will not issue any obligations secured by System Net Revenues senior to the Parity Debt; *provided*, that the Municipality may at any time issue any Subordinate Obligations.

Section 5.4 Against Sale or Other Disposition of the System. The Municipality will not sell or otherwise dispose of the System or any part thereof essential to the proper operation of the System or to the maintenance of the System Net Revenues, unless the Repayment Installments have been fully paid or provision has been made therefor in accordance with Article VIII hereof. The Municipality will not enter into any lease or agreement which impairs the operation of the System or any part thereof necessary to secure adequate System Net Revenues for the payment of the Repayment Installments, or which would otherwise impair the rights of the Owners with respect to the System Net Revenues or the operation of the System.

Section 5.5 Maintenance and Operation of System. The Municipality agrees that as long as it owns the System it will (i) maintain, or cause to be maintained, the System in as reasonably safe condition as its operations shall permit and (ii) maintain, or cause to be maintained, the System in good repair and in good operating condition, ordinary wear and tear excepted, making from time to time all necessary repairs thereto and renewals and replacements thereof.

Section 5.6 Right of Access to the System. The Municipality agrees that during the term of this Loan Agreement, the Authority, the Trustee and the duly authorized agents of either of them shall have the right at all reasonable times during normal business hours to enter upon the site of the System to examine and inspect such System; provided, however, that this right is subject to federal and State of Idaho laws and regulations applicable to such site. The rights of access hereby reserved to the Authority and the Trustee may be exercised only after such agent shall have executed release of liability (which release shall not limit any of the Municipality's obligations hereunder) and secrecy agreements if requested by the Municipality in the form then currently used by the Municipality, and if the Trustee is the signatory, as agreed to by the Trustee, and nothing contained in this Section or in any other provision of this Loan Agreement shall be construed to entitle the Authority or the Trustee to any information or inspection involving the confidential knowledge of the Municipality.

Section 5.7 Tax Exempt Status of Bonds.

(a) It is the intention of the parties hereto that interest on the Bonds, shall be and remain excluded from gross income for federal income tax purposes. To that end, the covenants and agreements of the Authority and the Municipality in this Section and in the Tax Certificate are for the benefit of the Trustee and each and every person who at any time will be a holder of the Bonds. Without limiting the generality of the foregoing, the Municipality and the Authority agree that there shall be paid by the Municipality from time to time all rebate with respect to the Municipal Bonds under Section 148 of the Code and the “Municipality’s Share” of all amounts required to be rebated to the United States pursuant to the rebate requirement with respect to the Bonds (the “Rebate Requirement”) under Section 148 of the Code and the Tax Certificate. The “Municipality’s Share” means the amount of the Rebate Requirement relating to the Bonds, determined as specified in the Tax Certificate, including (i) treating as the yield on the Municipal Bond the yield on the Authority’s Series 2017A Bonds allocated to the Municipal Bond and (ii) treating any amounts held by the Authority and allocable to the Municipal Bond as proceeds of the Municipal Bond. This covenant shall survive payment in full or defeasance of the Bonds and the Municipal Bond. The Municipality specifically covenants to pay or cause to be paid for and on behalf of the Authority to the United States at the times and in the amounts determined under Section 7.03 of the Trust Agreement the Municipality’s share of the Rebate Requirement as described in the Tax Certificate and the Trust Agreement. The Authority shall not be liable to make any such payment except from funds provided by the Municipality for such purpose.

(b) The Authority covenants and agrees that it has not taken and will not take any action which results in interest to be paid on the Bonds being included in gross income of the holders of the Bonds for federal income tax purposes, and the Municipality covenants and agrees that it has not taken or permitted to be taken and will not take or permit to be taken any action which will cause the interest on the Bonds to become includable in gross income for federal income tax purposes. The Municipality acknowledges having read Section 7.03 of the Trust Agreement and agrees to perform all duties imposed on it by such Section, by this Section and by the Tax Certificate. Insofar as Section 7.03 of the Trust Agreement and the Tax Certificate impose duties and responsibilities on the Authority or the Municipality, they are specifically incorporated herein by reference.

(c) Notwithstanding any provision of this Section 5.7 or Section 7.03 of the Trust Agreement, if the Municipality shall provide to the Authority and the Trustee an Opinion of Bond Counsel to the effect that any specified action required under this Section 5.7 and Section 7.03 of the Trust Agreement is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Bonds or Municipal Bonds, the Municipality, the Trustee and the Authority may conclusively rely on such opinion in complying with the requirements of this Section, and the covenants set forth in this Section 5.7 shall be deemed to be modified to that extent.

(d) The Municipality agrees to comply with the Authority’s Post Issuance Tax Compliance Procedures, the current form of which is attached hereto as Exhibit E.

Section 5.8 Notices to Trustee and Authority. The Municipality hereby agrees to provide the Trustee and the Authority with notice of any event of which it has knowledge which, with the passage of time or the giving of notice, would be an Event of Default, such notice to include a description of the nature of such event and what steps are being taken to remedy such Event of Default.

Section 5.9 Reporting. The Municipality hereby covenants and agrees to provide to the Authority an Annual Surveillance Response as described in (a) below.

(a) Provision of Annual Surveillance Responses.

(i) The Municipality shall, not later than the return deadline set forth in the annual surveillance letter commencing with the annual surveillance letter (“Annual Surveillance Letter”) for the 2017 Fiscal Year and all subsequent Fiscal Years, provide to the Authority responses to an annual surveillance letter regarding the status of the Municipality’s financial condition and obligations under this Loan Agreement (the “Annual Surveillance Response”). The Annual Surveillance Response must be submitted in electronic format, accompanied by such identifying information as is prescribed by the Authority, and may include by reference other information as provided in this Loan Agreement. If the Municipality’s fiscal year changes, it shall give notice of such change to the Authority.

(ii) Failure to provide the Annual Surveillance Response to the Authority by the date set forth in the Annual Surveillance Letter may subject the Municipality to late fees in the amount as listed on Exhibit D and payment of any expenses of the Trustee or the Authority in enforcing this provision. If the Municipality has prior loans with the Authority, then those loans shall be subject to the same penalty provisions.

(iii) Authority may request any financial statements from the Borrower in writing at any time and Borrower shall provide the requested financial statements to the Authority within 15 days of receipt of the written request.

(b) Reporting of Significant Events.

(i) Pursuant to the provisions of this Section 5, the Municipality shall give or cause to be given, notice to the Authority of the occurrence of any of the following events (the “Listed Events”) with respect to the Bonds in a timely manner not more than ten (10) Business Days after the event:

(1) Principal and interest payment delinquencies.

(2) Unscheduled draws on debt service reserves reflecting financial difficulties;

- (3) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (4) Substitution of credit or liquidity providers, or their failure to perform;
- (5) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;
- (6) Defeasances;
- (7) Tender offers;
- (8) Bankruptcy, insolvency, receivership or similar proceedings;
- (9) Rating changes;

(ii) Pursuant to the provisions of this Section 5, the Municipality shall give or cause to be given, notice to the Authority of the occurrence of any of the following Events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the event, if material:

- (1) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination.
- (2) Appointment of a successor or additional trustee or the change of the name of trustee;
- (3) Non-payment related defaults;
- (4) Modifications to the rights of the owners of the Bonds;
- (5) Bond calls;
- (6) Release, substitution or sale of property securing repayment of the Bonds.

(c) These provisions shall terminate upon the legal defeasance or discharge of this Loan Agreement in accordance with Section 8.1. If such termination occurs prior to the final maturity of the Municipal Bonds, the Municipality shall give notice of such termination in the same manner as for a Listed Event under Section 5.9(b).

(d) Additional Information. Nothing in this Section 5.9 shall be deemed to prevent the Municipality from disseminating any other information, using the means of dissemination set forth in this Section 5.9 or any other means of communication, or including any other information in any Annual Surveillance Response or notice of occurrence of a Listed Event, in addition to that which is required by this Section 5.9. If the Municipality chooses to include any information in any Annual Surveillance Response or notice of occurrence of a Listed Event in addition to that which is specifically required by this Section 5.9, the Municipality shall have no obligation under this Section 5.9 to update such information or include it in any future Annual Surveillance Response or notice of occurrence of a Listed Event.

(e) Notices. Any notices or communications to or among any of the parties to this Section 5.9 may be given at their addresses as set forth in the Trust Agreement and this Loan Agreement.

(f) If as a result of a change in circumstances, the Municipality becomes an “obligated person” as defined in the Continuing Disclosure Policy Concerning Municipal Securities adopted by the Authority, the Municipality agrees to amend this Agreement to provide for a continuing disclosure undertaking.

(g) The entering into Section 5.9 of this Loan Agreement shall not in any way waive or limit the responsibilities of the Municipality with respect to any reporting or disclosure provisions of any prior loan agreements entered into between the Authority and the Municipality including without limitation the filing of continuing disclosure reports with the Municipal Securities Rulemaking Board.

(h) Beneficiaries. This Section 5.9 shall inure solely to the benefit of the Municipality and the Authority and shall create no rights in any other person or entity.

Section 5.10 Eminent Domain Proceeds. If all or any part of the System shall be taken by eminent domain proceedings, the Net Proceeds realized by the Municipality therefrom shall be deposited by the Municipality with the Trustee in a special fund which the Trustee shall establish as needed in trust and applied by the Municipality to the cost of acquiring and constructing additions, betterments, extensions or improvements to the System if (A) the Municipality first secures and files with the Trustee a Certificate of the Municipality showing (i) the loss in annual System Revenues, if any, suffered, or to be suffered, by the Municipality by reason of such eminent domain proceedings, (ii) a general description of the additions, betterments, extensions or improvements to the System then proposed to be acquired and constructed by the Municipality from such proceeds, and (iii) an estimate of the additional System Revenues to be derived from such additions, betterments, extensions or improvements; and (B) the Trustee has been furnished a Certificate of the Municipality, certifying that such additional System Revenues will sufficiently offset on a timely basis the loss of System Revenues resulting from such eminent domain proceedings so that the ability of the Municipality to pay Repayment Installments when due will not be substantially impaired, and such Certificate of the Municipality shall be final and conclusive, and any balance of such Net Proceeds not required by the Municipality for such

purpose shall be deposited in the Income Fund and applied as provided in Section 4.2 hereof, *provided*, that if the foregoing conditions are not met, then such Net Proceeds shall be deposited with the Trustee and applied to make Repayment Installments as they come due and Parity Obligation Payments as they shall become due; *provided further* that the foregoing procedures for the application of Net Proceeds shall be subject to any similar provisions for Parity Debt on a pro rata basis.

If such eminent domain proceedings have had no effect, or at most an immaterial effect, upon the System Revenues and the security of the Repayment Installments, and a Certificate of the Municipality to such effect has been filed with the Trustee, then the Municipality shall forthwith deposit such Net Proceeds in the Income Fund, to be applied as provided in Section 4.2 hereof.

Section 5.11 Amounts of Rates, Fees and Charges.

(a) The Municipality will, at all times while any of the Repayment Installments remain unpaid, fix, prescribe and collect rates, fees and charges and manage the operation of the System for each Fiscal Year so as to yield System Revenues at least sufficient, after making reasonable allowances for contingencies and errors in the estimates, to pay the following amounts during such Fiscal Year:

(i) All current Operation and Maintenance Costs.

(ii) The Repayment Installments and the payments for the other Parity Debt and the payment of the Subordinate Obligations as they become due and payable.

(iii) All payments required for compliance with the terms hereof.

(iv) All payments to meet any other obligations of the Municipality which are charges, liens or encumbrances upon, or payable from, the System Net Revenues.

(b) In addition to the requirements of the foregoing subsection (a) of this Section, the Municipality will, at all times while any Repayment Installments remain unpaid, to the maximum extent permitted by law, fix, prescribe and collect rates, fees and charges and manage the operation of the System for each Fiscal Year, plus any credits from the Rate Stabilization Account in accordance with Sections 4.5 and 4.6 hereof, so as to yield System Net Revenues during such Fiscal Year equal to at least 125% of the Annual Debt Service in such Fiscal Year. If the Municipality is unable to meet this requirement, it will retain a Consulting Engineer to provide recommendations or adjustments to rates or modifications to operations to produce the necessary amount of System Net Revenues specified above in this Section 5.11(b) of this Loan Agreement.

(c) If Municipality shall fail to comply with Section 5.11(a) or (b) above and is unable to bring itself into compliance within sixty (60) days thereafter, it shall immediately notify the Authority and the Trustee.

The Municipality may make or permit to be made adjustments from time to time in such rates, fees and charges and may make or permit to be made such classification thereof as it deems necessary, but shall not reduce or permit to be reduced such rates, fees and charges below those then in effect unless the System Revenues from such reduced rates, fees and charges will at all times be sufficient to meet the requirements of this Section.

Section 5.12 Enforcement of and Performance Under Contracts. The Municipality shall enforce all material provisions of any contracts to which it is a party, an assignee, successor in interest to a party or third-party beneficiary, in any case where such contracts provide for material payments or services to be rendered to the System. Further, the Municipality will comply with, keep, observe and perform all material agreements, conditions, covenants and terms, express or implied, required to be performed by it, contained in all contracts affecting or involving the System, to the extent that the Municipality is a party thereto.

Section 5.13 Collection of Charges, Fees and Rates. The Municipality will have in effect at all times rules and regulations requiring each user of the System to pay the applicable charges, fees and rates and providing for the billing thereof and for a due date and a delinquency date for each bill. In each case where such bill remains unpaid in whole or in part after it becomes delinquent, the Municipality will enforce the collection procedures contained in such rules and regulations.

Section 5.14 No Free Service. The Municipality will not permit any part of the System or any facility thereof to be used or taken advantage of free of charge by any corporation, firm or person, charitable organization, or by any public agency (including the State of Idaho and any municipality, county, public agency, political subdivision, public corporation or agency or any thereof), unless otherwise required by law or existing written agreements.

Section 5.15 Payment of Claims. The Municipality will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the System or upon the System Net Revenues or any part thereof, or upon any funds held by the Trustee, or which might impair the security of the Repayment Installments; *provided*, that nothing herein contained shall require the Municipality to make any such payments so long as the Municipality in good faith shall contest the validity of any such claims and such nonpayment will not materially adversely affect the Municipality's ability to perform its obligations hereunder.

Section 5.16 Books of Record and Accounts; Financial Statements. The Municipality will keep proper books of record and accounts in which complete and correct entries shall be made of all transactions relating to the System and the Income Fund, and upon request, **which** the Trustee has no duty to so request, will provide information concerning such books of record and accounts to the Trustee.

The Municipality will prepare annually, not later than one hundred eighty (180) days after the close of each Fiscal Year, so long as any Repayment Installments remain unpaid, an

audited financial statement of the Municipality relating to the Income Fund and all other accounts or funds established pursuant hereto for the preceding Fiscal Year prepared by an Independent Certified Public Accountant, showing the balances in each such account or fund as of the beginning of such Fiscal Year and all deposits in and withdrawals from each such account or fund during such Fiscal Year and the balances in each such account or fund as of the end of such Fiscal Year, which audited financial statement shall include a statement as to the manner and extent to which the Municipality has complied with the provisions hereof. Failure to furnish said audited financial statements within said time may subject the Municipality to late charges by the Authority. The Municipality will furnish a copy of such audited financial statement to the Trustee upon request, and will furnish such reasonable number of copies thereof to investment bankers, security dealers and others interested in the Bonds.

Section 5.17 Payment of Taxes and Other Charges and Compliance With Governmental Regulations. The Municipality will pay and discharge all taxes, service charges, assessments and other governmental charges which may hereafter be lawfully imposed upon the System or any properties owned by the Municipality, or upon the System Revenues, when the same shall become due; *provided*, that nothing herein contained shall require the Municipality to make any such payments so long as the Municipality in good faith shall contest the validity of any such taxes, service charges, assessments or other governmental charges and such nonpayment will not materially adversely affect the Municipality's ability to perform its obligations hereunder.

The Municipality will duly comply with all applicable State, federal and local statutes and all valid regulations and requirements of any governmental authority relative to the operation of the System or any part thereof, but the Municipality shall not be required to comply with any regulations or requirements so long as the validity or application thereof shall be contested in good faith and such noncompliance will not materially adversely affect the Municipality's ability to perform its obligations hereunder.

Section 5.18 Maintenance of Insurance. The Municipality agrees to maintain fire and extended coverage insurance on the System in such minimum amounts as are reasonable and prevalent for similar municipalities and systems in the State of Idaho and worker's compensation coverage on all full-time employees working on, in, near or about the System in accordance with applicable State laws. The Municipality may self-insure against such risks. The Municipality shall provide evidence of such insurance to the Authority or the Trustee, respectively, upon written request of either the Authority or the Trustee **which the Trustee has no duty to so request.**

Section 5.19 Delivery of Closing Documents. The Municipality agrees to execute and deliver on the Closing Date the certificates attached hereto as Exhibit C.

Section 5.20 Authority Fees. The Municipality is paying to the Authority an Application Fee of \$500.00 which may be credited against the Authority Fee. The Municipality shall pay to the Authority the Authority Fee at the closing of the Loan and Annual Expense Charges each year.

ARTICLE VI - EVENTS OF DEFAULT AND REMEDIES

Section 6.1 Events of Default. Any one of the following which occurs and continues shall constitute an Event of Default pursuant to this Loan Agreement:

- (a) failure by the Municipality to transmit to the Trustee any Repayment Installment by the 15th day prior to the respective Repayment Installment Date; or
- (b) failure of the Municipality to observe and perform any covenant, condition or agreement on its part required to be observed or performed by this Loan Agreement, other than making the payments referred to in (a) above, which continues for a period of sixty (60) days after written notice, which notice shall specify such failure and request that it be remedied, given to the Municipality by the Authority or the Trustee, unless the Authority and the Trustee (at the direction of the Authority) shall agree in writing to an extension of such time; provided, however, that if the failure stated in the notice cannot be corrected within such period, the Authority and the Trustee (at the direction of the Authority) will not unreasonably withhold their consent to an extension of such time if corrective action is instituted within such period and diligently pursued until the default is corrected.

The provisions of subsection (b) of this Section are subject to the limitation that the Municipality shall not be deemed in default if and so long as the Municipality is unable to carry out its agreements hereunder by reason of strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State of Idaho or any of their departments, agencies, or officials, or any civil or military authority; insurrections, riots, epidemics, landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Municipality; it being agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Municipality, and the Municipality shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Municipality, unfavorable to the Municipality. This limitation shall not apply to any default under subsection (a) of this Section.

Section 6.2 Remedies On Default. Whenever any Event of Default shall have occurred and shall continue, the following remedies may be pursued with respect to the Trustee, subject to its rights and protections under the Trust Agreement:

- (a) The Trustee shall have access to and the right to inspect, examine and make copies of the books and records and any and all accounts and data of the Municipality.
- (b) The Authority or the Trustee may take whatever action at law or in equity as may be necessary or desirable to collect the payments and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation,

agreement or covenant of the Municipality under this Loan Agreement including without limitation taking the actions under Section 3.6 hereof.

In case the Trustee or the Authority shall have proceeded to enforce its rights under this Loan Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Authority, then, and in every such case, the Municipality, the Trustee and the Authority shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Municipality, the Trustee and the Authority shall continue as though no such action had been taken (provided, however, that any settlement of such proceedings duly entered into by the Authority, the Trustee or the Municipality shall not be disturbed by reason of this provision).

In case the Municipality shall fail forthwith to pay amounts due by reason of this Section 6.2 upon demand of the Trustee, the Trustee shall be entitled and empowered to institute any action or proceeding at law or in equity for the collection of the sums so due and unpaid, and may prosecute any such action or proceeding to judgment or final decree, and may enforce any such judgment or final decree against the Municipality and collect in the manner provided by law the moneys adjudged or decreed to be payable.

In case proceedings shall be pending for the bankruptcy or for the reorganization of the Municipality under the federal bankruptcy laws or any other applicable law, or in case a receiver or trustee shall have been appointed for the property of the Municipality or in the case of any other similar judicial proceedings relative to the Municipality, or the creditors or property of the Municipality, then the Trustee shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owing and unpaid pursuant to this Loan Agreement and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee allowed in such judicial proceedings relative to the Municipality, its creditors or its property, and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute such amounts as provided in the Trust Agreement after the deduction of its charges and expenses. Any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized to make such payments to the Trustee, and to pay to the Trustee any amount due it for compensation and expenses, including expenses and fees of counsel incurred by it up to the date of such distribution.

Section 6.3 Agreement to Pay Attorneys' Fees and Expenses. In the event the Municipality should default under any of the provisions of this Loan Agreement and the Authority or the Trustee should employ attorneys or incur other expenses for the collection of the payments due under this Loan Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the Municipality herein contained, the Municipality agrees to pay to the Authority or the Trustee the reasonable fees and expenses of such attorneys and such other expenses so incurred by the Authority or the Trustee.

Section 6.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority or the Trustee is intended to be exclusive of any other available remedy or remedies,

but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the Authority hereunder shall also extend to the Trustee, and the Trustee and the holders of the Bonds shall be deemed third party beneficiaries of all covenants and agreements herein contained.

Section 6.5 No Additional Waiver Implied by One Waiver. In the event any agreement or covenant contained in this Loan Agreement should be breached by the Municipality and thereafter waived by the Authority or the Trustee, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.6 No Cross Default. The Municipality shall not be liable for the failure of any other municipality to make payments with respect to the Bonds. The occurrence of any Event of Default of any other municipality under such municipality's loan agreement shall not constitute an Event of Default of the Municipality under this Loan Agreement.

ARTICLE VII - PREPAYMENT

Section 7.1 Redemption of Bonds with Prepayment Moneys. By virtue of the assignment of certain of the rights of the Authority under this Loan Agreement to the Trustee as is provided in Section 3.4 hereof, the Municipality agrees to and shall pay directly to the Trustee any amount permitted or required to be paid by it under this Article VII. The Trustee shall use the moneys so paid to it by the Municipality to effect redemption of the Bonds as set forth in this Article on the date specified for such redemption. The principal component of the Repayment Installments to be prepaid shall correspond in amount and maturity date to the Bonds related to this Loan Agreement.

Section 7.2 Option to Prepay Installments. The Repayment Installments specified in Schedule 1 attached hereto are subject to prepayment at the option of the Municipality on the dates and in the amounts as set forth in Schedule 1 which shall be consistent with the terms for redemption of the Authority Bonds.

Section 7.3 Amount of Prepayment. In the case of a prepayment, of the entire amount due hereunder pursuant to Section 7.2 hereof, the amount to be paid shall be a sum sufficient, together with other funds and (as such sufficiency is evidenced by a verification report of an Independent Certified Public Accountant) the yield on any securities deposited with the Trustee and available for such purpose, to pay all Repayment Installments thereafter due. In any event, any prepayment of Repayment Installments shall include sufficient funds to pay all principal, accrued interest, premium, if any, and other costs related to the redemption of the Authority's Bonds to be redeemed as a result of such prepayment.

Section 7.4 Notice of Prepayment. The Municipality shall give sixty days' prior written notice to the Authority and the Trustee specifying the date upon which any prepayment pursuant to this Article VII will be made. The Authority and the Trustee, at the request of the Municipality, shall forthwith take all steps necessary under the applicable provisions of the Trust Agreement (except that the Authority shall not be required to make payment of any money required for such redemption) to effect redemption of the part of the then outstanding Bonds related to this Loan Agreement, as the case may be, on the earliest practicable date thereafter, on or after the proposed prepayment date, on which such redemption may be made under applicable provisions of the Trust Agreement.

Notwithstanding anything to the contrary in this Loan Agreement, each notice contemplated in this Section 7.4 that is given with respect to an optional prepayment pursuant to Section 7.2 hereof may state that it is subject to and conditional upon receipt by the Trustee on or prior to the proposed prepayment date of amounts sufficient to effect such prepayment and, if a notice so states, such notice shall be of no force and effect and the prepayment need not be made and the Repayment Installments will not become due and payable on the proposed prepayment date unless such amounts are so received on or prior to the proposed prepayment date.

ARTICLE VIII - DISCHARGE OF OBLIGATIONS

Section 8.1 Discharge and Defeasance of Obligations.

(a) The Repayment Installments shall be discharged to the extent the Bonds are discharged under the Trust Agreement. The principal components of the Repayment Installments to be discharged shall correspond in amount and maturity date to the Bonds related to this Loan Agreement.

(b) If the Municipality shall pay or cause to be paid or there shall otherwise be paid in full to the Trustee all of the Repayment Installments at the times and in the manner stipulated herein, and the Municipality shall pay in full all other amounts due hereunder, then all agreements, covenants and other obligations of the Municipality hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event (provided the Municipal Bond shall not be canceled until the related Bonds of the Authority have been canceled), the Trustee shall execute and deliver to the Municipality all such instruments as may be necessary or desirable and prepared by or on behalf of the Municipality to evidence such discharge and satisfaction.

(c) Any Repayment Installments shall prior to the Repayment Installment Date or prepayment date thereof be defeased within the meaning of and with the effect expressed in subsection (b) of this Section (provided the Municipal Bond shall not be canceled until the related Bonds of the Authority have been canceled) if (1) in case any of such Repayment Installments are to be prepaid, the Municipality shall have given to the

Authority and Trustee in form satisfactory to it irrevocable instructions to provide notice in accordance with this Loan Agreement, (2) there shall have been deposited with the Trustee (A) money in an amount which shall be sufficient and/or (B) Government Securities, the interest on and principal of which when paid will provide money which, together with the money, if any, deposited with the Trustee at the same time, shall be sufficient, in the opinion of an Independent Certified Public Accountant, to transmit and pay when due the Repayment Installments on and prior to the Repayment Installment Dates or prepayment date thereof, as the case may be, and the prepayment premiums, if any, on such Repayment Installments, and (3) an Opinion of Counsel to the effect that such treatment will not adversely affect the tax-exempt status of interest on any Bonds hereunder, provided that this Agreement shall not be discharged and satisfied until all Repayment Installments have been paid or are deemed to have been paid as provided above.

ARTICLE IX - NON-LIABILITY OF AUTHORITY; EXPENSES; INDEMNIFICATION

Section 9.1 Non-Liability of Authority. The Authority shall not be obligated to pay the principal of, or premium, if any, or interest on the Bonds, or to discharge any other financial liability (including but not limited to financial liability under Section 5.7 hereof) in connection herewith, except from, and to the extent of, payments made by the Municipality under this Loan Agreement, or through the State intercept provided under Section 3.6 of this Loan Agreement and Section 67-8727, Idaho Code, as amended. The Municipality hereby acknowledges that the Authority's sole source of moneys to repay the Bonds will be provided by the payments made by the Municipality pursuant to this Loan Agreement (excluding payments to the Authority or the Trustee pursuant to Section 5.7 and 9.3 of this Loan Agreement) and payments from other participating Municipalities and the State intercept provided under Section 67-8727, Idaho Code, as amended.

Section 9.2 Liability of Municipality Limited to System Revenues and Other Funds. The Municipality shall not be required to advance any moneys derived from any source of income other than the System Revenues, the Income Fund and the other funds provided herein for the payment of the Repayment Installments or for the performance of any agreements or covenants required to be performed by it contained herein. The Municipality may, however, advance moneys for any such purpose so long as such moneys are derived from a source legally available for such purpose and may be legally used by the Municipality for such purpose.

The obligation of the Municipality to make the Repayment Installments is a special obligation of the Municipality payable solely from the System Net Revenues and the other legally available funds provided for herein (except as provided in Section 3.6 or elsewhere herein), and does not constitute a debt of the Municipality or of the State of Idaho or of any political subdivision thereof in contravention of any constitutional or statutory debt limitation or restriction.

Section 9.3 Indemnification. The Municipality releases the Authority and the Trustee from, and covenants and agrees that neither the Authority nor the Trustee shall be liable for, and covenants and agrees, to the extent permitted by law, to indemnify, defend and hold harmless the Authority and the Trustee and their officers, directors, elected officials, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with the financing or refinancing of the Project, or the conditions, occupancy, use, possession, conduct or management of, or work done in or about, or from the planning, design, acquisition, installation or construction of the Project or any part thereof.

ARTICLE X - MISCELLANEOUS

Section 10.1 Notices. All notices, certificates or other communications shall be deemed sufficiently given on the second day following the day on which the same have been mailed by first class mail, postage prepaid, addressed to the Authority, the Municipality or the Trustee, as the case may be. Notices for the Municipality shall be sent to the address specified in Schedule 1 attached hereto. Notices for the Authority and the Trustee shall be sent to the addresses set forth in the Trust Agreement. A duplicate copy of each notice, certificate or other communication given hereunder by either the Authority or the Municipality to the other shall also be given to the Trustee. The Authority, the Municipality and the Trustee may, by notice given hereunder, designate any different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.2 Severability. If any provision of this Loan Agreement shall be held or deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

Section 10.3 Execution of Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.4 Amendments, Changes and Modifications. Subsequent to the initial issuance of Bonds and prior to their payment in full, or provision for such payment having been made as provided in the Trust Agreement, this Loan Agreement may be amended, changed or modified as set forth in Article X of the Trust Agreement.

Section 10.5 Governing Law. This Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Idaho.

Section 10.6 Authorized Municipality Representative. Whenever under the provisions of this Loan Agreement the approval of the Municipality is required or the Authority or the Trustee is required to take some action at the request of the Municipality, such approval or such request shall be given on behalf of the Municipality by an Authorized Municipality Representative, and the Authority and the Trustee shall be authorized to act on any such approval or request and

neither party hereto shall have any complaint against the other or against the Trustee as a result of any such action taken.

Section 10.7 Term of the Loan Agreement. This Loan Agreement shall be in full force and effect from the date hereof and shall continue in effect as long as the Municipal Bond is outstanding; provided, however, that the rights of the Trustee and the Authority under Section 9.3 hereof shall survive the termination of this Loan Agreement, the retirement of the Bonds and the removal or resignation of the Trustee. All representations and certifications by the Municipality as to all matters affecting the tax-exempt status of the Bonds shall survive the termination of this Loan Agreement.

Section 10.8 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Authority, the Municipality, the Trustee and their respective successors and assigns.

Section 10.9. Post Issuance Tax Compliance Procedures of the Authority. The parties hereto both acknowledge the Post Issuance Tax Compliance Procedures of the Authority attached hereto as Exhibit E and agree that they will follow and comply with said procedures including without limitation Municipality's agreement to retention of various records relating to the Loan as set forth in the said Procedures for the term of the Loan plus three years.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Twin Falls, Twin Falls County, Idaho has caused this Loan Agreement to be executed in its name and its seal to be hereunto affixed by its duly authorized officers, and the Idaho Bond Bank Authority has caused this Loan Agreement to be executed in its name and attested by its duly authorized officers, all as of the date first above written.

**CITY OF TWIN FALLS, TWIN FALLS
COUNTY IDAHO**

By _____
Mayor

[SEAL]

Attest:

City Clerk

IDAHO BOND BANK AUTHORITY

By _____
Executive Director

SCHEDULE 1: CITY OF TWIN FALLS

Prior Bond Date:	June 11, 2009
Prior Bond Original Par Amount:	Water Revenue Promissory Note, Series 2009 \$10,255,000
Municipal Bond Purchase Price:	Par amount of \$ _____ plus a premium of \$ _____ less Underwriter Discount of \$ _____, for a net purchase price of \$ _____.
Repayment Amount:	\$ _____ plus interest.
Prior Obligations:	Prior Bond (Installments to be refunded). \$5,070,000 Water Revenue Promissory Note, Series 2010A-1 and \$13,525,000 Water Revenue Promissory Note, Series 2010A-2 issued May 18, 2010; and Parity Lien Water Revenue Refunding Bond Series 2012 issued October 11, 2012.
Prepayment Provisions:	The Repayment Installments coming due on or prior to September 15, 202_, are not subject to prepayment. The Repayment Installments coming due on and after September 15, 202_, are subject to prepayment, at the written direction of the Municipality and with the consent of the Authority, from any moneys deposited with the Trustee, as a whole or in part on any date on or after September 15, 202_, among such payment dates as designated by the Authority to the Trustee, at the price of par, plus accrued interest, if any, to the date of prepayment.
Municipality address:	103 Main Ave. East, Twin Falls, Idaho 83301
Disbursement of Loan:	<ol style="list-style-type: none"> 1. \$ _____ to pay off the Prior Bond by depositing Loan funds to the Escrow Fund of the Authority established by the Authority under the Escrow Agreement to refund the Prior Bond. 2. \$ _____ to the Series 2017A Cost of Issuance Account held by the Trustee under the Trust Agreement to pay various costs of issuance on the Authority's Bonds including certain escrow agent and verification fees of \$ _____. 3. \$ _____ representing the Authority Fee shall be deposited to, and paid to the Authority from, the Series 2017A Cost of Issuance Account. 4. \$ _____ to the Municipality as a rounding amount. 5. \$ _____ to the Municipality for Municipality costs of issuance.
Reserve Fund:	The Municipality qualifies for a debt service reserve fund waiver as a result of debt service coverage in excess of 1.50% unless subsequently

	required by Section 4.4 after closing.
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EXHIBIT A

Description of the Project

The Project consists of the issuance of the Municipality's Water Revenue Refunding Bond, Series 2017, in the principal amount of \$_____, for the purpose of refunding the Municipality's outstanding Prior Bond which originally financed all or a portion of the costs of acquisitions of certain water rights and related improvements to the Municipality's water system of the City of Twin Falls, Twin Falls County, Idaho.

EXHIBIT B

Repayment Installments and Repayment Installment Dates

(attached)

EXHIBIT C

Municipality Closing Documents

- a. Bond Ordinance No.____ (Water System) and Supplemental Ordinance No.____ both adopted on January 23, 2017 authorizing the Municipal Bond, and delegating authority to approve and to execute the Loan Agreement.
- b. Certificate as to Pricing and Related Matters
- c. Loan Agreement, dated as of March 1, 2017 between the Municipality and the Authority. Bond of the Municipality.
- d. Escrow Agreement. Loan Application.
- e. Opinion of Bond Counsel.
- f. Tax Certificate of Municipality.
- g. General Certificate.
- h. Signature and No Litigation Certificate.
- i. Receipt for Bond.
- j. IRS Form 8038-G.
- k. Receipt for Proceeds of Bond.
- l. Cash Flows.
- m. Certificate of Investigation.
- n. Disclosure Certificate.
- o. Written Certificate and Request to Trustee.

EXHIBIT D

**Fees charged by Authority for failure to comply with
Continuing Disclosure Requirements**

Continuing Disclosure Late Fee Scale

Initial Fee:

Due three months after filing deadline: Lesser of \$7,500 or 0.50% of issued amount

Additional Fees:

Due every 3 months after the Initial Fee due date: Lesser of \$500 or 0.20% of issued amount

This scale will pertain to every outstanding borrowing of the Municipality from the Idaho Bond Bank Authority.

EXHIBIT E

Post Issuance Tax Compliance Procedures

(attached)

Idaho Bond Bank Authority
Post-Issuance Tax Compliance Procedures
For Tax-Exempt Bonds

February 13, 2012

The purpose of these Post-Issuance Tax Compliance Procedures is to establish policies and procedures in connection with tax-exempt bonds ("Bonds") issued by the Idaho Bond Bank Authority (the "Authority") so as to ensure that the Authority complies with all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds. The Authority reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as circumstances warrant. The Authority also reserves the right to change these policies and procedures from time to time.

General

Inasmuch as the Authority is a responsible conduit issuer authorizing the issuance of Bonds for eligible borrowers (each, a "Borrower"), the Authority now identifies post-issuance tax compliance procedures for all Bonds issued by the Authority for Borrowers, as well as the Authority's expectations of and requirements for all Borrowers concerning these procedures. For tax-exempt bonds issued by the Authority, each loan ("Loan") to each Borrower will be a tax-exempt obligation, as evidenced by an unqualified opinion of bond counsel to each Borrower. Ultimate responsibility for all matters relating to Authority financings and refinancings rests with the Authority Executive Director (the "Executive Director"). Ultimate responsibility for all matters relating to Loans rests with the corresponding officer at each Borrower.

Post-Issuance Compliance Requirements

External Advisors / Documentation

The Executive Director and other appropriate Authority personnel and the corresponding personnel of each Borrower shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for the appropriate tax status. Those requirements and procedures shall be documented in an Authority and Borrower resolutions, Tax Certificates and / or other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds or the Loan, as appropriate.

The Executive Director and other appropriate Authority personnel and the corresponding personnel of each Borrower also shall consult with bond counsel and other legal counsel and

advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of Bond-financed assets and future contracts with respect to the use of output or throughput of Bond- financed assets.

Whenever necessary or appropriate, the Authority shall engage expert advisors (each a "Rebate Service Provider") to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds.

Role of the Authority as Bond Issuer

Unless otherwise provided by Authority resolutions, unexpended Bond proceeds shall be held by the Authority, and the investment of Bond proceeds shall be managed by the Executive Director. The Executive Director shall maintain records regarding the investments and transactions involving Bond proceeds held by the Authority or the Trustee for the bonds. Funds transferred to the Borrower shall constitute expending Bond proceeds for the purposes of the Authority. Any investment of funds by the Borrower or Borrower's Trustee is the responsibility of the Borrower. As such, all record retention and other responsibilities associated with Borrower proceeds is the sole responsibility of the Borrower.

If an Authority resolution provides for Bond proceeds to be administered by a trustee, the trustee shall provide regular, periodic (monthly) statements regarding the investments and transactions involving Bond proceeds.

Arbitrage Rebate and Yield

The Authority will loan out all proceeds to underlying Borrowers at issue. As such, the requirement for arbitrage rebate and yield calculations will not be applicable.

The Authority will consult annually with bond counsel and tax counsel to confirm the applicability of arbitrage rebate and yield calculations. If at any time it is determined that these requirements are applicable, the Authority shall do the following:

- the Authority shall engage the services of a Rebate Service Provider, and the Authority or the Bond trustee shall deliver periodic statements concerning the investment of Bond proceeds to the Rebate Service Provider on a prompt basis;
- upon request, the Executive Director and other appropriate Authority personnel shall provide to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider;
- the Executive Director and other appropriate Authority personnel shall monitor efforts of the Rebate Service Provider and assure payment of required rebate amounts, if any, no later

than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond of each issue is redeemed; and

- during the construction period of each capital project financed in whole or in part by Bonds, the Executive Director and other appropriate Authority personnel shall monitor the investment and expenditure of Bond proceeds and shall consult with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds.

For working capital financings, if any, the Authority shall follow procedures set forth in the applicable Tax Certificate and/or instructions delivered at bond or note closing.

The Authority shall retain copies of all arbitrage reports and trustee statements as described below under "Record Keeping Requirements".

Use of Bond Proceeds

Except for the obligation of the Authority to maintain records regarding the Loans made for Bond proceeds, it is the Authority's policy that the Borrower shall be responsible for:

- monitoring the use of Loan proceeds and the use of Loan-financed assets (e.g., facilities, furnishings or equipment) and the use of output or throughput of Loan-financed assets throughout the term of the Loan (and in some cases beyond the term of the Loan) to ensure compliance with covenants and restrictions set forth in applicable Authority and Borrower resolutions and Tax Certificates;
- maintaining records identifying the Loan and the assets or portion of assets that are financed or refinanced with proceeds of each Loan;
- consulting with Bond Counsel and other professional expert advisers in the review of the Loan and any contracts or arrangements involving use of Loan-financed facilities to ensure compliance with all covenants and restrictions set forth in applicable Authority and Borrower resolutions and Tax Certificates;
- maintaining records regarding the Loan and for any contracts or arrangements involving the use of Loan-financed facilities as might be necessary or appropriate to document compliance with all covenants and restrictions set forth in applicable Authority and Borrower resolutions and Tax Certificates;
- meeting or conferring at least annually with personnel responsible for the Loans and Loan-financed assets to identify and discuss any existing or planned use of Loan-financed assets or output or throughput of Loan-financed assets, to ensure that the Loan and those uses

are consistent with all covenants and restrictions set forth in applicable Authority and Borrower resolutions and Tax Certificates.

- taking timely remedial actions under section 1.141-12 of the Treasury Regulations (or other remedial actions authorized by the Commissioner of the IRS under Section 1.141-12(h) of the Regulations) to prevent from being considered "deliberate actions" any actions of the Borrower which cause the conditions of the private business tests or the private loan financing test to be met resulting in the Loan becoming a private activity bond.

All relevant records and contracts shall be maintained as described below and in the applicable Tax Certificate. The Borrower, in the Tax Certificate relating to the Loan and/or other documents finalized at or before the issuance of the Bonds, shall designate an officer or employee responsible for the tasks listed above.

Investment of Bond Proceeds

Investment of bond proceeds maintained by the Authority shall remain in compliance with the arbitrage bond rules and rebate of arbitrage as supervised by the Executive Director.

- Guaranteed investment contracts ("GIC") will be purchased only using the three-bid "safe harbor" of applicable Treasury regulations, in compliance with fee limitations on GIC brokers in the regulations.
- Other investments will be purchased only in market transactions.
- Calculations of rebate liability will be performed annually by outside consultants.
- Rebate payments will be made with Form 8038-T no later than 60 days after (a) each fifth anniversary of the date of issuance and (b) the final retirement of the issue. Compliance with rebate requirements will be reported to the bond trustee and the issuer.
- Identify date for first rebate payment at time of issuance. Enter in records for the issue.

The investment of all proceeds received by the Borrower is the responsibility of the Borrower to supervise and maintain compliance with the arbitrage bond rules and rebate of arbitrage.

Record Keeping Requirements

Unless otherwise specified in applicable Authority resolutions or Tax Certificates, the Authority shall maintain the following documents for the term of each issue of Bonds (including refunding Bonds, if any) plus at least three years:

- a copy of the Bond closing transcript(s) and other relevant documentation delivered to the Authority at or in connection with closing of the issue of Bonds; and
- copies of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements.

Unless otherwise specified in applicable Authority resolutions or Tax Certificates, it is the Authority's policy that the Borrower shall be responsible for maintaining the following documents for the term of each Loan (including refunding obligations, if any) plus at least three years:

- a copy of all material documents relating to capital expenditures financed or refinanced by Loan proceeds, including (without limitation) loan documents for the Authority's pooled loans to municipalities and construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with Loan proceeds and records identifying the assets or portion of assets that are financed or refinanced with Loan proceeds;
- a copy of all contracts and arrangements involving private use of Loan-financed assets or for the private use of output or throughput of Loan-financed assets; and
- copies of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements.

The Borrower, in the Tax Certificate relating to the Loan and/or other documents finalized at or before the issuance of the Bonds, shall designate an officer or employee responsible for retaining the records listed above.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the “**Agreement**”) is made and entered into as of the ____ day of _____, 2017, by and among the Idaho Bond Bank Authority (the “**Authority**” or “**IBBA**”), Zions Bank, a division of ZB, National Association, Seattle, Washington (the “**Escrow Agent**”), and City of Twin Falls, Twin Falls County, Idaho (the “**Municipality**”). The parties agree as follows:

1. Provisions for Defeasance of 2009 Municipal Note and 2009B IBBA Bonds

1.1 Under the Loan Agreement dated June 1, 2009 (the “**2009 Loan Agreement**”), between the Municipality and the Authority, the Municipality is obligated to make repayment installments (the “**Repayment Installments**”) as evidenced by the Municipality’s Water Revenue Promissory Note, Series 2009, issued to the Authority in the principal amount of \$10,255,000 (the “**2009 Municipal Note**”). Section 8.1(c) of the 2009 Loan Agreement permits the Municipality to provide for the defeasance of some or all of the Repayment Installments.

1.2 The Municipality has adopted its Supplemental Ordinance dated January 23, 2017, supplementing the Municipality’s Bond Ordinance No. ____ (Water System) adopted January 23, 2017 (collectively, “**Bond Ordinance**”) authorizing the issuance of its Water Revenue Refunding Bond, Series 2017 (the “**2017 Municipal Bond**”). The Bond Ordinance provides that a portion of the proceeds from the sale of the 2017 Municipal Bond shall be deposited with the Escrow Agent in trust in accordance with the provisions of this Agreement and Section 8.1(c) of the 2009 Loan Agreement to defease the Repayment Installments described in **Exhibit A-1** attached hereto, including interest thereon to the optional prepayment date thereof (collectively, the “**Refunded Repayment Installments**”).

1.3 Upon the defeasance of the Refunded Repayment Installments, the schedule of Repayment Installments set forth in **Exhibit A-2** attached hereto shall represent the non-defeased Repayment Installments, with maturity of September 15, 2017, payable by the Municipality in accordance with the Loan Agreement and the 2009 Municipal Note.

1.4 Simultaneously with the issuance of the Municipality’s 2009 Municipal Note to the Authority, the Authority issued its Revenue Bonds, Series 2009B (the “**2009B IBBA Bonds**”) pursuant to the terms and conditions of the Master Trust Agreement dated December 1, 2004, between the Authority and Zions Bank, a division of ZB, National Association, Seattle, Washington, as successor trustee, as amended and supplemented (collectively, the “**Trust Agreement**”). A portion of the proceeds of the 2009B IBBA Bonds were used by the Authority to purchase the 2009 Municipal Note pursuant to the 2009 Loan Agreement. Upon defeasance of the Refunded Repayment Installments, the corresponding debt service on the related 2009B IBBA Bonds shall be defeased in the principal amounts and maturities described in **Exhibit B** attached hereto (the “**Refunded IBBA Bonds**”). It is understood that the outstanding Authority’s

2009B IBBA Bonds corresponding to the 2009 Municipal Note maturing September 15, 2017 are not being defeased and refunded under this Agreement.

2. Escrow for Defeasance and Refunding

2.1 To accomplish the defeasance of the Refunded Repayment Installments and the Refunded IBBA Bonds, the Authority hereby agrees that, simultaneously with the issuance and delivery of the Municipality's 2017 Municipal Bond, the Municipality will cause proceeds of the 2017 Municipal Bond in the amount of \$_____ to be wire transferred to the Escrow Agent. With such 2017 Municipal Bond proceeds, the Escrow Agent shall purchase state and local government series securities (SLGs) in the amount of \$_____, as described in **Exhibit C** hereto (the "**Defeasance Securities**"), and shall irrevocably deposit the Defeasance Securities, together with cash proceeds in the amount of \$_____, in trust for the security and benefit of the Authority and the owners of the Refunded IBBA Bonds, in a trust account separate and apart from all other cash and investment securities held by the Escrow Agent (the "**Escrow Fund**"). The Escrow Agent agrees that it will hold earnings on any investment securities held hereunder to pay the Refunded Repayment Installments when due, and thereby provide for payment of the principal and interest due on the Refunded IBBA Bonds when due. The Escrow Agent agrees that any cash balance held under the terms of this Agreement shall remain uninvested. The Escrow Agent further agrees that the cash and Defeasance Securities deposited hereunder shall be used to defease and redeem the Refunded Repayment Installments and the related Refunded IBBA Bonds. The Authority hereby irrevocably instructs the Escrow Agent to redeem the Refunded IBBA Bonds on September 15, 2017 (the "**Redemption Date**") at a price of par plus accrued interest to the Redemption Date. The call for redemption of the Refunded IBBA Bonds shall be irrevocable upon the delivery of the notice of redemption to the holders thereof. The Escrow Agent, at the expense of the Authority (which expense shall be paid by the Municipality), shall provide for mailing of the proper notices of such redemption and prepayment in accordance with the authorizing resolution of the 2009B IBBA Bonds (the "**IBBA Bond Resolution**") (see **Exhibit D** for form of notice).

2.2 In addition, the Authority hereby instructs the Escrow Agent to provide to the holders of the Refunded IBBA Bonds notice of the defeasance of the Refunded IBBA Bonds (see **Exhibit E** for form of notice).

2.3 Upon the maturity of such Defeasance Securities, the Escrow Agent shall hold such funds uninvested and without liability for interest until receipt of further written instructions from the Authority. In the absence of investment instructions from the Authority, the Escrow Agent shall not be responsible for the investment of such funds or interest thereon. The Escrow Agent may conclusively rely upon the Authority's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

3. Payment of Principal, Interest, and Redemption Price on Refunded IBBA Bonds

The Escrow Agent shall present for payment on the due dates thereof Defeasance Securities deposited with it and shall apply the proceeds derived therefrom and the interest paid thereon, and any cash held by it hereunder, in accordance with the provisions of the IBBA Bond Resolution, the Trust Agreement, and this Agreement, and in accordance with the Verification Report attached as **Exhibit F** hereto (the “**Verification Report**”). Moneys shall, in a timely manner, be transferred by the Escrow Agent, in its capacity as paying agent for the Refunded IBBA Bonds, for payment to the owners thereof in amounts sufficient to pay interest when due thereon to and including the Redemption Date. On or before the Redemption Date, the Escrow Agent, in its capacity as paying agent for the Refunded IBBA Bonds, shall present for payment on the due dates thereof the Defeasance Securities and shall apply the proceeds derived therefrom to redeem and retire the Refunded IBBA Bonds on the Redemption Date, at the price equal to the par amount thereof, together with interest accrued thereon from the preceding interest payment date in accordance with the Verification Report.

4. Reports and Notice of Insufficiency

The Escrow Agent shall, within ten (10) days after the final redemption of the Refunded IBBA Bonds, render a statement to the Authority setting forth the interest earned on the Defeasance Securities, a list of any investments or reinvestments made by the Escrow Agent in other such obligations and the interest and/or principal derived therefrom, the sums paid to the paying agent, and any other transactions of the Escrow Agent pertaining to its duties and obligations as set forth herein. In the event the maturing principal of and interest on the Defeasance Securities and other money held by the Escrow Agent pursuant to this Escrow Agreement shall be insufficient to make a payment described in Section 3, the Escrow Agent shall, to the extent it has actual knowledge thereof, give the Authority and the Municipality prompt notice of such insufficiency; in no event shall the Escrow Agent be responsible for any such insufficiency.

5. Custody and Safekeeping of Obligations

All Defeasance Securities, moneys and investment income deposited with or received by the Escrow Agent pursuant to this Agreement shall be subject to the trust created by this Agreement, and the Escrow Agent shall be liable for the preservation and safekeeping thereof; provided, however, it shall not be responsible for any depreciation in value of any of the Defeasance Securities.

6. Amendment of Agreement

This Agreement is made for the benefit of the Authority and the holders from time to time of the Refunded IBBA Bonds and it shall not be altered or amended without the written consent of all such holders, the Escrow Agent and the Authority; provided, however, that the Authority and the Escrow Agent may, without the consent of, or notice to, such holders enter into such agreements supplemental to this Agreement which shall not materially adversely affect

the rights of such holders (as evidenced by an opinion of counsel delivered to the Escrow Agent) and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity, inconsistency or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded IBBA Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent;
- (c) to provide for the deposit of additional cash or securities with the Escrow Agent;
- (d) to designate a new Escrow Agent in the event of the failure or inability of the Escrow Agent to perform its duties hereunder; and
- (e) to comply with any applicable tax laws or state laws.

7. Substitution of Different Defeasance Securities or Other Investments

The Authority reserves the right to substitute from time to time for the Defeasance Securities initially purchased in accordance with Section 2.1 hereof, or for obligations purchased under this Section, other direct, non-callable obligations of the United States of America (the "**Substitute Securities**"). Prior to effecting any such substitution, the Authority shall have obtained and delivered to the Escrow Agent:

- (a) a supplemental verification report addressed to the Authority and to the Escrow Agent from an independent, nationally recognized firm of certified public accountants verifying the computations which indicate that the Defeasance Securities, the Substitute Securities and other money to be held by the Escrow Agent for purposes of making the payments described in Section 3 hereof will be sufficient, after the proposed substitution, to make all payments described in said Section 3; and
- (b) an opinion addressed to the Authority and the Escrow Agent of nationally recognized bond counsel that such substitution of obligations will not cause the interest on the 2009B IBBA Bonds or the Refunded IBBA Bonds to be subject to federal income taxes and will not cause any 2009B IBBA Bonds or the Refunded IBBA Bonds to become an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations and rulings promulgated thereunder (as the same may be amended from time to time to the extent such amendments apply to the 2009B IBBA Bonds or the Refunded IBBA Bonds).

8. Compensation of Escrow Agent

8.1 The Escrow Agent hereby acknowledges that arrangements heretofore made, pursuant to **Exhibit G** attached hereto, for payment of the fees, compensation and expenses of

the Escrow Agent for services rendered by it pursuant to the provisions of this Agreement are satisfactory to it.

8.2 The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the cash or Defeasance Securities deposited with, or other investment securities or cash held by, the Escrow Agent for purposes of effecting the redemption or payment of the Refunded IBBA Bonds as described above, for any fees for its services, whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses as Escrow Agent or in any other capacity.

8.3 The Municipality agrees to pay the legal costs and expenses of the Authority in an amount not to exceed \$_____ incurred in connection with this Agreement and the related Refunded Repayment Installments and Refunded IBBA Bonds.

9. Limitation of Escrow Agent Duties

9.1 None of the provisions contained in this Agreement shall require the Escrow Agent to risk, use or advance its own funds in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Escrow Agent shall be under no liability for the payment of interest on any funds or other property received by it hereunder except to the extent the Escrow Agent does not comply with investment instructions provided to it pursuant to the terms of this Agreement.

9.2 The Escrow Agent's liabilities and obligations in connection with this Agreement are confined to those specifically described herein. The Escrow Agent is authorized and directed to comply with the provisions of this Agreement and is relieved from all liability for so doing, except in the case of negligence or willful misconduct on its part, notwithstanding any demand or notice to the contrary by any party hereto. The Escrow Agent shall not be responsible or liable for the sufficiency, correctness, genuineness or validity of the Defeasance Securities deposited with it; the performance or compliance by any party other than the Escrow Agent with the terms or conditions of any such instruments; or any loss which may occur by reason of forgeries, false representations or the exercise of the Escrow Agent's discretion in any particular manner unless such exercise is negligent or constitutes willful misconduct. If any controversy arises between the Authority and any third person, the Escrow Agent shall not be required to determine the same or to take any action in the premises, but it may institute, in its discretion, an interpleader or other proceeding in connection therewith as it may deem proper, and in following either course, it shall not be liable.

9.3 The Escrow Agent undertakes to perform such duties and only such duties as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel and the advice or any opinion of counsel

shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or opinion of counsel. The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care; the Escrow Agent shall remain responsible for the execution of the trusts, powers, and performance of its duties hereunder regardless of any agent, attorney, custodian or nominee so appointed although it shall not be responsible for any willful misconduct or negligence by such agent, attorney, custodian or nominee. The Escrow Agent shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Escrow Agent and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Municipality shall indemnify, defend and hold harmless the Escrow Agent and its officers, directors, employees and agents, from and against and reimburse the Escrow Agent for any and all claims, obligations, liabilities, losses, damages, actions, suits, judgments, reasonable costs and expenses (including reasonable attorneys' and agents' fees and expenses) of whatever kind or nature regardless of their merit, demanded, asserted or claimed against the Escrow Agent directly or indirectly relating to, or arising from, claims against the Escrow Agent by reason of its participation in the transactions contemplated hereby, except to the extent caused by the Escrow Agent's negligence or willful misconduct. The foregoing sentence shall survive the termination of this Agreement or the earlier resignation or removal of the Escrow Agent.

The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder); provided, however, that the Municipality and/or the Authority shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Municipality and/or the Authority whenever a person is to be added or deleted from the listing. If the Municipality and/or the Authority elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The Municipality and the Authority understand and agree that the Escrow Agent cannot determine the identity of the actual

sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The Municipality and the Authority shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the Municipality, the Authority and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Municipality and/or the Authority, as applicable. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Municipality and the Authority agree: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Municipality and/or the Authority, as applicable; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

9.4 If the Escrow Agent renders any service hereunder not provided for in this Agreement, or the Escrow Agent is made a party to or intervenes in any litigation pertaining to this Agreement or institutes interpleader proceedings relative hereto, the Escrow Agent shall be compensated reasonably by the Authority for such extraordinary services and reimbursed for any and all claims, liabilities, losses, damages, fines, penalties, and expenses, including reasonable out-of-pocket and incidental expenses and reasonable legal fees and expenses occasioned thereby.

10. Deposit of Additional Sums by the Municipality

The Municipality agrees that it will promptly deposit with the Escrow Agent the additional sum or sums of money specified in any Escrow Agent's notice of insufficiency given pursuant to Section 4 hereof.

11. Remission of Funds When Refunded IBBA Bonds Paid in Full

At such time as the Escrow Agent shall have received the representation of the Authority that all of the payments described in Section 3 hereof have been made and the confirmation of such representation by the paying agent, together with such other evidence of such payments as shall be satisfactory to the Authority and the Escrow Agent, the Escrow Agent shall remit to the Authority any remaining amounts.

12. Successor Escrow Agent

The obligations assumed by the Escrow Agent pursuant to this Agreement may be transferred by the Escrow Agent to a successor if (a) the successor Escrow Agent has presented evidence satisfactory to the Authority and its nationally recognized bond counsel that the successor is in all respects qualified to perform the duties of Escrow Agent; (b) the successor has assumed all the obligations of the Escrow Agent under this Agreement; and (c) all the Defeasance Securities and money then held by the Escrow Agent pursuant to this Agreement have been duly transferred to such successor, whereupon the Escrow Agent shall be discharged of all duties and responsibilities hereunder. If such successor has not been appointed hereunder within 30 days of the Escrow Agent's removal or resignation, the Escrow Agent shall be entitled to petition a court of competent jurisdiction for the appointment of a successor.

13. Indemnification of Authority

To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless the Authority and its officers, directors, employees and agents, from and against and reimburse the Authority for any and all claims, obligations, liabilities, losses, damages, actions, suits, judgments, reasonable costs and expenses (including reasonable attorneys' and agents' fees and expenses) of whatever kind or nature regardless of their merit, demanded, asserted or claimed against the Authority directly or indirectly relating to, or arising from, claims against the Authority by reason of its participation in the transactions contemplated hereby, except to the extent caused by the Authority's negligence or willful misconduct. The foregoing sentence shall survive the termination of this Agreement.

14. Merger of Consolidation of Escrow Agent

Any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under the laws of any state of the United States of America or a national banking association and shall be authorized by law to perform all the duties imposed upon it by this Agreement, shall be the successor to the Escrow Agent without the execution or filing of any paper or the performance of any further act.

15. Notices

To the Authority:

Idaho Bond Bank Authority
Office of the State Treasurer
700 West Jefferson, Suite 126
P.O. Box 83720
Boise, Idaho 83720-0091
Attn: Executive Director

To the Escrow Agent: Zions Bank, a division of ZB, National Association
 Attention: Corporate Trust Department
 601 Union Street, Suite 3600
 Seattle, WA 98101

To the Municipality: City of Twin Falls, Twin Falls County, Idaho
 P.O. Box 1907
 Twin Falls, ID 83303

16. Miscellaneous

 This Agreement is governed by Idaho law and may not be modified except in a writing signed by the parties. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement pursuant to due and proper authorization, all as of the date and year first above written.

IDAHO BOND BANK AUTHORITY

Executive Director

ZIONS BANK, A DIVISION OF
ZB, NATIONAL ASSOCIATION, as Escrow Agent

Authorized Officer

CITY OF TWIN FALLS, TWIN FALLS COUNTY,
IDAHO

By: _____
Mayor

By: _____
Treasurer

EXHIBIT A-1

Schedule of Refunded Repayment Installments

2009 Municipal Note

Subject to prepayment on September 15, 2017:

<u>Maturity Date</u>	<u>Amount</u>	<u>Rate</u>
9/15/2018		
3/15/2019		
9/15/2019		
3/15/2020		
9/15/2020		
3/15/2021		
9/15/2021		
3/15/2022		
9/15/2022		
3/15/2023		
9/15/2023		
3/15/2024		
9/15/2024		

EXHIBIT A-2

Schedule of Non-Defeased Repayment Installments

2009 Municipal Note

CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO WATER REVENUE NOTE, SERIES 2009					
<u>Payment Date*</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Debt Service Payments</u>	<u>Annual Debt Service</u>
3/15/2017	\$	%	\$	\$	
9/15/2017					\$
Totals:	<u>\$,000</u>		<u>\$000</u>	<u>\$000</u>	<u>\$000</u>
* Payments must be transmitted to Zions Bank, a division of ZB, National Association, as Trustee, at least 15 days prior to payment dates.					

EXHIBIT B
Refunded 2009B IBBA Bonds

CALL DATE: SEPTEMBER 15, 2017

<u>Maturity Date</u>	<u>Amount</u>	<u>Rate</u>	<u>CUSIP</u> <u>451152</u>
9/15/2018			
9/15/2019			
9/15/2020			
9/15/2021			
9/15/2022			
9/15/2023			
9/15/2024			

EXHIBIT C

Schedule of Defeasance Securities (SLGs)

<u>Type of Security</u>	<u>Maturity Date</u>	<u>First Interest Payment Date</u>	<u>Par Amount</u>
	3/15/17	3/15/17	
	9/15/17	9/15/17	

Cost of Defeasance Securities: \$ _____
Initial Cash Deposit:

EXHIBIT D

NOTICE OF REDEMPTION

**IDAHO BOND BANK AUTHORITY
NOTICE OF HOLDERS OF
IDAHO BOND BANK AUTHORITY
REVENUE BONDS, SERIES 2009B
CUSIP NO.: 451152
MATURING ON AND AFTER SEPTEMBER 15, 2018**

NOTICE IS HEREBY GIVEN to the holders of the following outstanding Idaho Bond Bank, Revenue Bonds, Series 2009B (the “Series 2009B Bonds”) that the Series 2009B Bonds maturing on and after September 15, 2018 (the “Refunded Bonds”), have been called for redemption prior to maturity on September 15, 2017 (the “Redemption Date”), in accordance with their terms at a redemption price equal to 100% of the principal amount thereof, plus in each case accrued interest to the Redemption Date. The source of the funds to be used for such redemption is the principal of and interest on investment securities theretofore deposited with the Trustee, together with moneys theretofore deposited with the Trustee.

The Series 2009B Bonds were issued on _____, 2009; details of the Refunded Bonds being called for redemption include the following:

<u>Maturity Date</u>	<u>Amount</u>	<u>Rate</u>	<u>CUSIP</u> <u>451152</u>
9/15/2018			
9/15/2019			
9/15/2020			
9/15/2020			
9/15/2020			
9/15/2021			
9/15/2022			
9/15/2023			
9/15/2024			

The redemption price of and accrued interest on the Refunded Bonds shall become due and payable on the Redemption Date, and from and after the Redemption Date, interest on the Refunded Bonds shall cease to accrue and be payable.

Holders of the Refunded Bonds will receive payment of the redemption price and accrued interest to which they are entitled upon presentation and surrender thereof at the designated corporate trust office of Zions Bank, a division of ZB, National Association (“Zions Bank”).

The Refunded Bonds shall be surrendered for redemption to:

<u>First Class/Registered/Certified</u>	<u>Express Delivery Only</u>	<u>By Hand Only</u>
Zions Bank, a division of ZB, National Association Attention: Corporate Trust Dept. One South Main, Suite 1200 Salt Lake City, UT 84133	Zions Bank, a division of ZB, National Association Attention: Corporate Trust Dept. One South Main, Suite 1200 Salt Lake City, UT 84133	Zions Bank, a division of ZB, National Association Attention: Corporate Trust Dept. One South Main, Suite 1200 Salt Lake City, UT 84133

Bondholder Communications can be reached at (888) 416-5176.

No representation is made as to the correctness of CUSIP numbers either as printed on the Refunded Bonds or as contained herein and reliance may be placed only on the identification numbers contained herein or printed on the Refunded Bonds.

The Idaho Bond Bank Authority and Zions Bank, as successor Trustee, shall not be responsible for the use of the CUSIP number(s) selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Refunded Bonds. They are included solely for the convenience of the holders.

IMPORTANT TAX NOTICE

Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003, unless the Trustee has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. **Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your securities.**

DATED this _____ day of _____, 2017..

By: _____
Zions Bank, a division of
ZB, National Association, as Trustee

EXHIBIT E

NOTICE OF DEFEASANCE

**IDAHO BOND BANK AUTHORITY
NOTICE TO HOLDERS OF
IDAHO BOND BANK AUTHORITY
REVENUE BONDS, SERIES 2009B
MATURING ON AND AFTER SEPTEMBER 15, 2018**

NOTICE IS HEREBY GIVEN to the holders of the outstanding Idaho Bond Bank Authority Revenue Bonds, Series 2009B issued _____, 2009 (the “Series 2009B Bonds”) that the Series 2009B Bonds maturing on and after September 15, 2018 (the “Refunded Bonds”) have been called for redemption prior to maturity on September 15, 2017 (the “Redemption Date”), in accordance with their terms at a redemption price equal to 100% of the principal amount thereof, plus in each case accrued interest to the redemption date. The funds to be used for each redemption has heretofore been deposited with the Escrow Agent.

Details of the Refunded Bonds are as follows:

<u>Maturity Date</u>	<u>Amount</u>	<u>Rate</u>	<u>CUSIP</u> <u>451152</u>
9/15/2018			
9/15/2019			
9/15/2020			
9/15/2020			
9/15/2020			
9/15/2021			
9/15/2022			
9/15/2023			
9/15/2024			

No representation is made as to the correctness of CUSIP numbers either as printed on the Refunded Bonds or as contained herein and reliance may be placed only on the identification numbers contained herein or printed on the Refunded Bonds.

Holders of the Refunded Bonds will receive payments of the redemption price and accrued interest to which they are entitled upon presentation and surrender thereof at the corporate trust office of Zions Bank, a division of ZB, National Association, as set forth below:

<u>First Class/Registered/Certified</u>	<u>Express Delivery Only</u>	<u>By Hand Only</u>
Zions Bank, a division of ZB, National Association Attention: Corporate Trust Dept. One South Main, Suite 1200 Salt Lake City, UT 84133	Zions Bank, a division of ZB, National Association Attention: Corporate Trust Dept. One South Main, Suite 1200 Salt Lake City, UT 84133	Zions Bank, a division of ZB, National Association Attention: Corporate Trust Dept. One South Main, Suite 1200 Salt Lake City, UT 84133

DATED this _____ day of _____, 2017.

By: _____
Zions Bank, a division of
ZB, National Association, as Escrow Agent

EXHIBIT F
VERIFICATION REPORT

EXHIBIT G

FEE SCHEDULE

IDAHO BOND BANK AUTHORITY

REFUNDING ESCROW

ESCROW AGENT FEE

ADMINISTRATIVE FEE (one time) payable at closing

\$

Plus out-of-pocket expenses, including but not limited to publication and other expenses of the notice and proceedings for redemption of Refunded IBBA Bonds, billed at the time such costs are incurred.

(The remainder of this page left blank intentionally)



Date: Monday, January 23, 2017

To: Honorable Mayor and City Council

From: Lorie Race, CFO

Request:

A presentation on the finances of the City of Twin Falls for the 1st quarter of fiscal year 2016-2017. This presentation will be an overview of the tax-supported funds and the three major enterprise funds: Water, Wastewater and Sanitation.

Time Estimate:

I will give a presentation, followed by any questions Council may have. I would estimate this item taking approximately 10-15 minutes.

Background:

The information I will be presenting includes a comparison of budget to actual information for revenues and expenditures in the tax supported funds, and in the three major enterprise funds. I will be sharing what I am seeing and projecting for these funds.

Budget Impact:

There is no budget impact.

Regulatory Impact:

There is no regulatory impact.

Conclusion:

There is no action required by the City Council.

Attachments:

- Summary of revenues and expenditures for all tax supported funds for the first three months of fiscal year 16-17.
- Summary of Water Fund revenues and expenditures for the first three months of fiscal year 16-17.
- Summary of Wastewater Fund revenues and expenditures for the first three months of fiscal year 16-17.
- Summary of Sanitation Fund revenues and expenditures for the first three months of fiscal year 16-17.

City of Twin Falls
Summary of Tax-Supported Funds
December 31, 2016

		3 of 12 months	25.00%			
				% Received		
	Budgeted Rev	Actual Rev	to Date	2016	2015	2014
Property Taxes	\$ 19,276,360	\$ 1,283,564	6.7%	6.5%	4.9%	7.1%
Franchise Taxes	1,877,000	454,674	24.2%	23.3%	22.2%	27.2%
Permits	1,214,000	221,811	18.3%	18.3%	24.9%	27.3%
Revenue Sharing-County, State, Liquor	3,813,000	1,029,988	27.0%	26.6%	27.4%	27.0%
State Liquor Apportionment	615,000	132,091	21.5%	20.8%	21.2%	21.2%
Street Fund-Highway Monies	2,926,000	618,024	21.1%	17.3%	18.5%	19.0%
Court Revenues	200,000	29,776	14.9%	24.5%	21.4%	26.8%
Street Sweeping	-	-	0.0%	#DIV/0!	25.6%	26.5%
Contributions	-	13,200	#DIV/0!	2.8%	1.9%	#DIV/0!
Grants	60,000	149,162	248.6%	13.8%	3.2%	4.5%
Misc	521,049	73,668	14.1%	8.8%	7.6%	42.8%
E-911	451,500	123,299	27.3%	16.0%	25.1%	24.5%
Recreation Fees	184,500	41,081	22.3%	23.1%	38.7%	25.7%
Airport Revenues	1,020,448	348,367	34.1%	35.5%	38.3%	33.0%
Investment Interest	450,000	222,789	49.5%	42.0%	18.6%	54.0%
Fire District	476,218	-	0.0%	0.0%	0.0%	0.0%
Transfers	2,934,246	688,561	23.5%	12.7%	11.9%	15.9%
Surplus Reserves	-	-	0.0%			
Revenue Totals	\$ 36,019,321	\$ 5,430,055	15.1%	11.7%	10.9%	10.6%
	Budgeted Exp	Actual Exp				
Personnel	\$ 21,636,437	\$ 5,560,211	25.7%	24.6%	22.4%	22.7%
M & O	7,277,411	1,441,758	19.8%	20.7%	19.4%	23.6%
Capital	5,964,956	1,304,877	21.9%	8.8%	11.6%	5.0%
Transfers	1,691,319	422,850	25.0%	8.3%	7.5%	2.1%
Expenditure Totals	\$ 36,570,123	\$ 8,729,696	23.9%	19.2%	18.3%	14.2%

City of Twin Falls
Water Fund
Fiscal Year 2016-2017

	3 of 12 months	25.00%			
		2016-2017	2016-2017		
		Budget	Actuals		Difference
Revenues					
	Water revenue	\$ 6,663,207	\$ 1,490,788	22.4%	\$ (5,172,419)
	Flat rate-Arsenic compliance	\$ 1,971,000	\$ 535,020	27.1%	\$ (1,435,980)
	Tap fees	\$ 76,875	\$ 35,189	45.8%	\$ (41,686)
	Irrigation revenue	\$ 650,567	\$ 165,977	25.5%	\$ (484,590)
	Investment income	\$ 125,000	\$ 61,185	48.9%	\$ (63,815)
	Other	\$ 142,000	\$ 4,873	3.4%	\$ (137,127)
	Transfers	\$ 555,340	\$ 138,835	25.0%	\$ (416,505)
	Reserves	\$ -	\$ -		\$ -
		<u>\$ 10,183,989</u>	<u>\$ 2,431,867</u>	23.9%	
Expenditures					
	Personnel	\$ 2,136,768	\$ 541,883	25.4%	\$ (1,594,886)
	M&O	\$ 2,826,096	\$ 379,745	13.4%	\$ (2,446,351)
	Capital	\$ 1,299,500	\$ 1,291,925	99.4%	\$ (7,575)
	Debt	\$ 2,797,119	\$ 500	0.0%	\$ (2,796,619)
	Transfers	\$ 1,124,507	\$ 281,127	25.0%	\$ (843,380)
		<u>\$ 10,183,990</u>	<u>\$ 2,495,179</u>	24.5%	

City of Twin Falls
Wastewater Fund
Fiscal Year 2016-2017

	3 of 12 months	25.00%			
		2016-2017	2016-2017		
		Budget	Actuals		Difference
Revenues					
	Residential & commercial	\$ 5,967,771	\$ 1,532,310	25.7%	\$ (4,435,461)
	Industrial	\$ 2,803,815	\$ 786,226	28.0%	\$ (2,017,589)
	Municipal	\$ 172,845	\$ 64,882	37.5%	\$ (107,963)
	Capacity fees	\$ -	\$ 29,196		\$ 29,196
	Investment income	\$ 300,000	\$ 116,831	38.9%	\$ (183,169)
	Other	\$ 55,000	\$ 42,142	76.6%	\$ (12,858)
	DAF Portion of payment	\$ -	\$ -	0.0%	\$ -
	Grants	\$ -	\$ -	0.0%	\$ -
	Transfer-General Fund	\$ -	\$ -	0.0%	\$ -
		<u>\$ 9,299,431</u>	<u>\$ 2,571,587</u>	27.7%	<u>\$ (6,727,844)</u>
Expenditures					
			\$ -		
		Budget	Actual		
	Personnel	\$ 786,708	\$ 171,153	21.8%	\$ (615,555)
	M&O	\$ 3,528,346	\$ 884,002	25.1%	\$ (2,644,344)
	Capital	\$ 685,600	\$ 2,195,279	320.2%	\$ 1,509,679
	Debt	\$ 3,485,731	\$ -	0.0%	\$ (3,485,731)
	Transfers	\$ 813,046	\$ 203,262	25.0%	\$ (609,784)
	Totals	<u>\$ 9,299,431</u>	<u>\$ 3,453,696</u>	37.1%	<u>\$ (5,845,735)</u>

City of Twin Falls
Sanitation Fund
Fiscal Year 2016-2017

	3 of 12 months	25.00%			
		2016-2017	2016-2017		
		<u>Budget</u>	<u>Actuals</u>		<u>Difference</u>
Revenues					
	Garbage & Refuse Collection	\$ 1,804,119	\$ 452,345	25.1%	\$ (1,351,774)
	Sanitation Admin Fee	\$ 441,000	\$ 112,088	25.4%	\$ (328,912)
	Refuse & Weed Removal	\$ -	\$ -		\$ -
	Landfill Fees	\$ 709,000	\$ 171,798	24.2%	\$ (537,202)
	Recycle Revenue	\$ -	\$ -		\$ -
	Code Violations	\$ -	\$ -		\$ -
	Penalties & Interest	\$ -	\$ -		\$ -
	Interest Income	\$ 6,000	\$ 2,398	40.0%	\$ (3,602)
	Miscellaneous Revenues	\$ -	\$ -		\$ -
	Surplus Reserves	\$ -	\$ -		\$ -
		<u>\$ 2,960,119</u>	<u>\$ 738,629</u>	25.0%	<u>\$ (2,221,490)</u>
Expenditures					
		<u>Budget</u>	<u>Actual</u>		
	Personnel	\$ -	\$ -		\$ -
	M&O	\$ 2,515,000	\$ 426,938	17.0%	\$ (2,088,062)
	Capital	\$ -	\$ -		\$ -
	Debt	\$ -	\$ -		\$ -
	Transfers	\$ 445,119	\$ 111,280	25.0%	\$ (333,839)
	Totals	<u>\$ 2,960,119</u>	<u>\$ 538,218</u>	18.2%	<u>\$ (2,421,901)</u>



Date: Monday, January 23, 2017
To: Honorable Mayor and City Council
From: Jacqueline D Fields, City Engineer

Request:

Consideration of a request adopt the resolution and to authorize the Mayor to sign State Local Agreement for Project Development of Washington St N and Fall Avenue, Key No. 20291 with a payment of \$1000 as part of the local match for the project.

Time Estimate:

The presentation will take approximately 15 minutes.

Background:

In October, 2016, the city Council approved the submittal of 3 project application for Local highway Safety Improvement project. This is the first of 2 that were awarded for this fiscal year.

This application is a response to accidents as well as the City's need to update signal equipment. The intersections in the Washington St. project are generally new, all younger than 10 years old. However, all of the signals were designed with the older technology. The goal of this project is to add safety features and upgrade the signal equipment so that as many of the city's intersections as possible will use the same equipment.

Approval Process:

City Council adopts the resolution and authorizes the Mayor to sign the state local agreement.

Budget Impact:

The Street fund has a capital improvement project for signal upgrades in the amount of \$154,000. The total local match for this project is estimated at \$39,700 but the portion necessary at this time is \$1000.00

Conclusion:

Staff recommends that the Council adopt the resolution and to authorize the Mayor to sign State Local Agreement for Project Development of Washington St N and Fall Avenue, Key No. 20291 with a payment of \$1000 as part of the local match for the project.

Attachments:

Agenda item and application from October 2016
State Local Agreement for project development and Resolution

Washington St Signal Upgrade Project

Local Highway Safety Improvement Program (LHSIP) Application

Project Description:

The City of Twin Falls is requesting funds through the Local Highway Safety Improvement Program (LHSIP) to install traffic signal crash reduction countermeasures along the Washington St Corridor in Twin Falls, Idaho. By installing traffic signal hardware countermeasures, it is believed that the quantity and severity of injury accidents can be drastically reduced. Washington Street serves as an arterial street that acts as a major North/South route connecting Pole Line Rd to Downtown Twin Falls, as well as providing access to the College of Southern Idaho.

Locations:

The mentioned safety improvements are proposed as the following intersections located in Northwest Twin Falls. Refer to Figure 1 - Project Location Map.

1. Washington St N & Cheney Dr
2. Washington St N & N College Rd
3. Washington St N & Falls Ave
4. Falls Ave & Quincy St

Crash Data Trends:

The five year crash data indicates that there have been a total of 72 intersection related crashes, 12 being Type A Injury crashes and 1 being a fatality.

Intersection	Fatal Crash	A Injury Crash	B Injury Crash	C Injury Crash	PDO Crash
Cheney Dr	0	1	3	4	3
N College Rd	0	5	4	4	3
Falls Ave	0	5	6	11	14
Quincy St	1	2	1	2	3
Total	1	12	14	21	23

Of the 72 recorded crashes occurring at the above mentioned intersections, 26 of those crashes (36%) were turning related with 17 resulting in injury. The fatal accident included a pedestrian attempting to cross midblock. To assist with pedestrian crossings, AGPS Push Button equipment is needed to make intersection crossings safer for pedestrians. The intersection locations are in need of upgrading outdated signal equipment as well as providing additional intersection safety measures such as street lighting and retro-reflective signal backplates to aim at reducing the amount of turning-movement related crashes.

Proposed Countermeasures:

As mentioned above, traffic signal hardware countermeasures are needed in order to improve safety and intersection efficiency. Additional proposed countermeasures include:

1. Install Upgraded Vehicle Detection
2. Install Flashing Yellow Left Turn Arrow Heads (Protected/Permissive)
3. Replace Traffic Signal Controller
4. Install AGPS Push Buttons
5. Install Retro-Reflective Signal Backplates

Project Cost:

Total Estimated Project Cost: \$540,000.00

City of Twin Falls Match: \$39,700.00

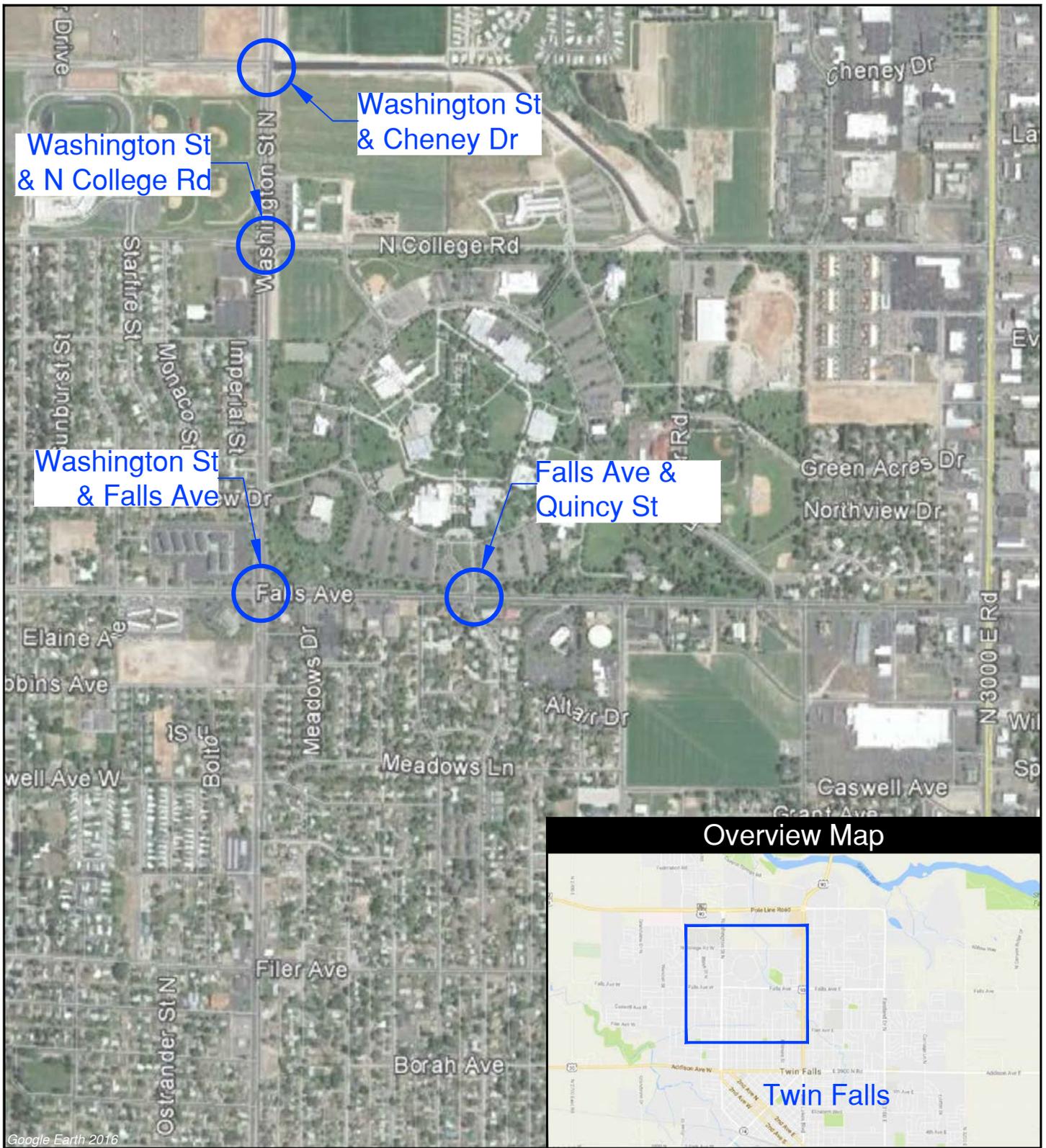


FIGURE 1
PROJECT LOCATION MAP
 Washington St Signal Upgrade Project
 Local Highway Safety Improvement Program (LHSIP)



Scale: 1" = 1000'



FY 2017 Additional Funding Local Highway Safety Improvement Program Application

Please respond to the following questions:

Local Highway Jurisdiction:	City of Twin Falls
Contact Person:	Jackie Fields, PE City Engineer
Mailing Address:	324 Hansen St. E. Twin Falls, Idaho 83301
Phone:	208-735-7273
E-Mail Address:	jfields@tfid.org

- 1 Is this safety project for a single site or a systemic solution?
Systemic
- 2 How many fatalities have occurred at this site/s in the past 5 years?
1 *Fatal Crashes
- 3 How many serious (A) injury crashes have occurred at this site/s in the past 5 years?
12 *Serious Injury Crashes
- 4 How many evident injury (B) crashes have occurred at this site/s in the past 5 years?
14 Evident Injury Crashes
- 5 How many crashes with possible injury (C) have occurred at this site/s in the past 5 years?
21 Possible Injury Crashes
- 6 How many crashes involved property damage only (PDO) in the past 5 years?
23 Property Damage Only Crashes

** To be eligible, a project must have at least one Fatal or Type A Injury Accident.*

Select Countermeasures:

7	Countermeasure 1 (from Toolbox)	Crash Reduction Factor 1 (percentage)	Service Life 1 (years)	*Project Cost 1 (dollars + match)
	Add Signal	28.00%	20	\$ 500,000
8	Select Countermeasure 2 Install Lighting	30.00%	20	Project Cost 2 \$ 30,000
9	Select Countermeasure 3 Add Retro-Reflective Backplate	15.00%	10	Project Cost 3 \$ 10,000

Result: 80.8 to 1 Benefit-Cost Ratio

Estimated LHJ Cost: \$ 39,636 (7.34% Match)

** Project cost should include environmental, LHTAC, CE&I and State administrative cost. Estimated cost may be adjusted upon receipt and review of application by LHTAC staff.*

Additional Questions:

Does your jurisdiction have a Title VI plan that complies with 28 CFR 35.105 regarding Americans with Disabilities Act and complying with 23 CFR 200, Civil Rights Title VI Program? Yes No

Who is your point of contact for your plan? Jon Caton jcaton@tfid.org (208)736-2274

Please Include with this Application:

- A one page project description
- A Vicinity Map with Project Area clearly marked
- An ITD 1150 Form (financial estimate)
- An ITD 1983 Form (right-of-way)
- An ITD 2435 Form (Federal-aid project request)

3.3 ITD 1150 (Rev. 9-13) Project Cost Summary Sheet

Round Estimate to Nearest \$1,000

Key Number	Project Number	Date
Location		District
Segment Code	Begin Mile Post	End Mile Post
Length in Miles		

	Previous ITD 1150	Initial or Revise To
1a. Preliminary Engineering (PE)		
1b. Preliminary Engineering by Consultant (PEC)		
2. Right-of-Way: Number of Parcels Number of Relocations		
3. Utility Adjustments: Work Materials By State By Others		
4. Earthwork		
5. Drainage and Minor Structures		
6. Pavement and Base		
7. Railroad Crossing: Grade/Separation Structure		
At-Grade Signals Yes No		
8. Bridges/Grade Separation Structures:		
New Structure Length/Width _____		
Location _____		
Repair/Widening/Rehabilitation Length/Width _____		
Location _____		
9. Traffic Items (Delineators, Signing, Channelization, Lighting, and Signals)		
10. Construction Traffic Control (Sign, Pavement Markings, Flagging, and Traffic Separation)		
11. Detours		
12. Landscaping		
13. Mitigation Measures		
14. Other Items (Roadside Development, Guardrail, Fencing, Sidewalks, Curb and Gutter, C.S.S. Items)		
15. Cost of Constructions (Items 3 through 14)		
16. Mobilization 10 % of Item 15		
17. Construction Engineer and Contingencies 15 % of Items 15 and 16		
18. Total Construction Cost (15 + 16 + 17)		
19. Total Project Cost (1 + 2 + 18)		
20. Project Cost Per Mile	N/A	N/A
Prepared By:		

3.4 ITD 1983 (Rev. 10-15-10)
itd.idaho.gov

Local Public Agency's Certificate Of Completion Of Right-Of-Way Activities

Idaho Transportation Department



Key Number	Project Number	Project Name
Local Public Agency		

Complete the applicable section below and the Certification section.

Right-of-Way is Not Required

- All work will be done within the existing right-of-way
- No utilities are involved in this project
- Utilities are impacted and agreements are in place. Number of Utilities _____

Right-of-Way is Required

- Number of ownerships acquired _____ Total amount paid
\$ _____
- Number of parcels in condemnation or pending final settlement _____
- Number of Relocations _____
- No utilities are involved in this project
 - Utilities are impacted and agreements are in place. Number of Utilities _____

Certification

I hereby certify that all acquisitions and relocations, if any, were performed in accordance with our assurances to comply with state and federal laws and regulations related to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and amendments thereto.

It is further certified that in all cases where the real property rights were obtained through donation, that the property owner(s) was fully informed of the right to receive just compensation and the owner has released our agency from its obligation to appraise the property in the event that the estimated value may exceed \$5,000.00.

Agency Contact's Name (Printed)	Phone Number	E-Mail Address	
Attester's Signature (Clerk or Secretary)	Date	Chairman, President, or Mayor's Signature	Date

3.2 ITD 2435 Local Federal-Aid Project Request

Instructions

1. Under Character of Proposed Work, mark appropriate boxes when work includes Bridge Approaches in addition to a Bridge.
2. Attach a Vicinity Map showing the extent of the project limits.
3. Attach an ITD 1150, Project Cost Summary Sheet.
4. Signature of an appropriate local official is the only kind recognized.

Note: In Applying for a Federal-Aid Project, You are Agreeing to Follow all of the Federal Requirements Which Can Add Substantial Time and Costs to the Development of the Project.

Sponsor (City, County, Highway District, State/Federal Agency)				Date	
Project Title (Name of Street or Road)		F.A. Route Number	Project Length		Bridge Length
Project Limits (Local Landmarks at Each End of the Project)					
Character of Proposed Work (Mark Appropriate Items)					
Excavation	Bicycle Facilities	Utilities		Sidewalk	
Drainage	Traffic Control	Landscaping		Seal Coat	
Base	Bridge(s)	Guardrail			
Bit. Surface	Curb & Gutter	Lighting			
Estimated Costs (Attach ITD 1150, Project Cost Summary Sheet)					
Preliminary Engineering (ITD 1150, Line 1)	\$				
Right-of-Way (ITD 1150, Line 2)	\$				
Construction (ITD 1150, Line 18)	\$				
Preliminary Engineering By: Sponsor Forces Consultant					
Checklist (Provide Names, Locations, and Type of Facilities)					
Railroad Crossing					
Within 2 miles of an Airport					
Parks (City, County, State or Federal)					
Environmentally Sensitive Areas					
Federal Lands (Indian, BLM, etc.)					
Historical Sites					
Schools					
Other					
Additional Right-of-Way Required: <input type="checkbox"/> None <input type="checkbox"/> Minor (1-3 Parcels) <input type="checkbox"/> Extensive (4 or More Parcels)					
Will any Person or Business be Displaced: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Possibly					
Standards	Existing	Proposed	Standards	Existing	Proposed
Number of Lanes			Roadway Width (Shoulder to Shoulder)	ft	ft
Pavement Type			Right-of-Way Width	ft	ft
Sponsor's Signature			Title		

Additional Information to be Furnished by the District

Functional Classification	Terrain Type	20	ADT/DHV
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STATE/LOCAL AGREEMENT
(PROJECT DEVELOPMENT)

PROJECT NO. A020(291)
WASHINGTON STREET AND FALLS AVENUE
TWIN FALLS COUNTY
KEY NO. 20291

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF TWIN FALLS, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested that the State include in its Idaho Transportation Investment Program the Local Highway Safety Improvement Program (LHSIP) Project Key No. 20291, described as adding Retro-Reflective Backplate, converting to Prot/Permiss and installing lighting. Project development is to be performed by Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

NOTE: Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the State, requiring the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development is available on this project.
2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
 - a. **Project Development - \$76,000**
 - (PE-\$1,000, PL-\$5,000, PC-\$70,000)
 - b. **Right-of-Way - \$0**
 - c. **Utilities - \$0**
 - d. **Construction Engineering - \$61,000**
 - (CE-\$3,000, CL-\$17,000, CC-\$20,000, Cont.-\$21,000)
 - e. **Construction - \$407,000**
 - f. **Total Estimated Project Costs - \$544,000**
3. The Sponsor's match for this project will be provided as follows:
 - a. Cash in the amount of 7.34 percent of the entire project (current estimate \$39,929.00);
4. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site: <http://itd.idaho.gov/manuals/ManualsOnline.htm>.
5. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.
6. If the project is terminated prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be liable to the

State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.

7. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
8. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Provide the following services incidental to the project development:
 - a. Assist Sponsor in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consultant Engineers on this project.
 - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
 - c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.
 - d. Provide a hearing officer to conduct a formal public hearing as necessary.

- e. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate.
 - f. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.
 - g. Review the Consultant plans, estimates, reports and environmental studies, and issue notice of approval.
 - h. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
 - i. Print and assemble plans, special provisions, specifications and contracts.
 - j. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
2. Within sixty (60) days of receipt of appropriate documentation from the Sponsor showing expenditure of funds for project development, reimburse the Sponsor for eligible expenses at the approved Federal-aid rate.
 3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.
 4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering and/or right-of-way acquisition.
 5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

SECTION III. That the Sponsor shall:

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **ONE THOUSAND DOLLARS (\$1,000)**, estimated to be the total expense to the State. In addition, pay to the State the cost of all incidental services provided by the State upon receipt of the billing provided for in Section II, Paragraph 3.
2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated prior to completion.
3. With the assistance of the State, hire a consultant for development of the project.
4. Make timely payment of all consultant invoices throughout the design of the project. Periodically the Sponsor may submit allowable Consultant invoices and receipts to the State showing payment of same. The State will reimburse the Sponsor for eligible expenses less the Sponsor's match.
5. Advertise for formal public hearing if required.
6. If requested by a utility company, hold hearings before the City Council or Board of Commissioners. The Sponsor will issue orders to the utilities.
7. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
8. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project.
9. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.
10. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.

11. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.
12. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.
13. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.
14. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the State to negotiate on the Sponsor's behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.
15. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.
16. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials

sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.

17. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation that includes cultural resources and any other documentation required by the National Environmental Policy Act.
18. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.
19. Comply with Appendix A, Title 49 CFR, Part 21, attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Appendix A if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
20. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before

expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

21. Comply with all other applicable State and Federal regulations.

EXECUTION

This Agreement is executed for the State by its Engineering Services Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Twin Falls.

IDAHO TRANSPORTATION DEPARTMENT

Engineering Services
Division Administrator

ATTEST:

CITY OF TWIN FALLS

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

Reviewed by FS

DN 1/6/17

hm:20291 SLAPD.docx

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF TWIN FALLS**, hereafter called the **CITY**, for development of Washington St and Falls Ave; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A020(291) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly called special* (X-out non-applicable term) meeting of the City Council, City of Twin Falls, held on

_____ , _____ .

(Seal)

City Clerk

Appendix A
Non-Discrimination Agreement for Local Public Agencies

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, the Sponsor has designated a Title VI Coordinator who is responsible for monitoring practices, procedures, policies, and documents for compliance with Title VI. This individual is the designated liaison for Title VI program activities and for coordinating compliance monitoring with the Idaho Transportation Department Equal Employment Opportunity Office.

Assurances of Non-Discrimination

49 CFR Part 21.7

The Sponsor hereby gives assurances:

1. That no person shall on the grounds of **race, color, or national origin**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Sponsor regardless of whether those programs and activities are Federally funded or not. The Federal-aid Highway Transportation Act of 1973 added **sex** to the list of prohibitive factors. **Disability** was added through Section 504 of the Rehabilitation Act of 1973. **Age** was subsequently added in 1975 under the Age Discrimination Act. **Minority populations and low-income populations** were added by Presidential Executive Order 12898. **Limited English proficient persons** was added by Presidential Executive Order 13166.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility (i.e. lands change to roadways, park and ride lots etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.

Further assurance is given that the Sponsor will comply with all requirements of **Title II of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Vocational Rehabilitation Act of 1973**. Public agencies are required to have completed a self-evaluation of all their programs and services (including pedestrian facilities) by 1992. In addition, public agencies with 50 or more employees were required to develop an ADA Transition Plan describing in detail how corrections would be made. If corrections could not be made within one year (or 1993), the Plan was to include a detailed schedule of how corrections would be made (CFR 28 35.105 & 35.150).

4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Sponsor by the Idaho Transportation Department (ITD) under the Federally-Funded Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants.
5. That the Sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements: *The (Sponsor), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this*

*State/Local Agreement (PD)
Washington St and Falls Ave, Twin Falls
Key No. 20291
Page No. 1*

advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, or disability in consideration for an award.

6. That the Sponsor shall insert the clauses of Attachment 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Sponsor shall insert the clauses of Attachment 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. The Sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of

the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.

6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8852

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Appendix A revised: 03-09, 08-10

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Attachment 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Idaho will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation ITD (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Idaho all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Idaho, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Idaho, its successors, and assigns.

The state of Idaho, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)* (2) that the state of Idaho, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.¹

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.



Public Hearing: **MONDAY, JANUARY 23, 2017**

To: Honorable Mayor and City Council

Presenter: Jonathan Spendlove, Senior Planner

ITEM IV-

Request: Request for a **Zoning District Change & Zoning Map Amendment** from R-1 to C-1 for 1 (+/-) acres to allow expansion of an existing self-storage facility on property located at 2716 Addison Avenue East. Forrest LeBaron c/o Addison Secure Storage (app. 2830)

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: 1 +/- acre
Addison Secure Storage Forrest LeBaron 2716 Addison Ave East Twin Falls, ID 83301 208-410-2025 forrestlebaron@gmail.com	Current Zoning: R-2	Requested Zoning: C-1
	Comprehensive Plan: Commercial/Retail	Lot Count: 1 Parcel
	Existing Land Use: Agriculture	Proposed Land Use: Storage Unit Rentals
Representative:	Zoning Designations & Surrounding Land Use(s)	
	North: C-1 PUD; Cedar Park PUD ; Addison Ave East; Active Agriculture Use	East: C-1 & R-2; Active Agriculture Use
	South: R-2, Residential Single Family Homes	West: C-1 & R-2; Commercial Use – Owner Occupied
	Applicable Regulations: 10-1-4, 10-1-5, 10-4-8, 10-11-1 thru 8, 10-14	

Approval Process:

At the conclusion of the Public Hearing, the City Council is tasked with reviewing the request, consider the recommendation from the Planning Commission, and make a decision to approve, modify, or deny the request.

Budget Impact:

Approval of this request will have a very minor impact on the City budget as the additional Commercial Property will be added to the tax rolls.

History:

Ordinance 2012 was passed in 1981, it created the zoning districts we currently use, and zoned various properties within City Limits. Zoning designations were assigned at that time, or when areas were annexed. This lot is identified

as Twin Falls Acres Inside, which makes this one of the older lots located within city limits. This corridor originally was zoned with a 600' in depth C-1 zoning – still existing today.

The first appearance of this address in the Polk Twin Falls City Directory was in 1988 as what appears to be a residence, and the remaining property to the south was likely used as agricultural land. The applicant purchased this property in 2014 and soon thereafter began the process of submitting construction plans for the north half of the parcel establishing Addison Secure Storage.

Analysis:

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

The applicant is applying for a Zoning District Change and Zoning Map Amendment for a portion of the southern parcel in order to complete the build out of Addison Secure Storage. Addison Secure Storage has been operating at this location for almost 2 years and according to the applicant's narrative, there will be no change in the overall operation, just an increase in the number of storage units towards the South.

Currently the mini storage units occupy the northern half of the property which is located in the C-1 zone. The applicants overall plan shows 4 more phases at this location. The submitted documents indicate an approximate 35'+ "buffer" on the southern property line. This 35' is not part of this rezone application and is proposed to remain zoned R-2. The applicant states they plan to continue leasing the ground for agriculture use and canal access.

This Rezone request would allow for future development to occur under the codes and standards as set forth in the C-1 Zoning District.

On December 13, 2016; the Planning and Zoning Commission conducted a public hearing on this request. After the Public Hearing, the Commission unanimously passed a positive recommendation to the City Council to rezone this property.

Conclusion:

The Council is asked to make a decision on this request.

To make a decision in the positive, the City Council must determine that **1-** the request is in conformance with the Comprehensive Plan and **2-** the extent and nature of changing the zoning of this property to Commercial Highway (C1) would be compatible with and not detract from the surrounding area.

If the City Council finds that numbers 1 & 2 above have been met, Staff recommends the City Council approve this request as presented.

Attachments:

1. Letter of request
2. Zoning Vicinity Map
3. Survey of Proposed Area for Rezone
4. Development Site Plan- Phased Plan
5. Portion of Dec 13, 2016 P&Z Minutes
6. Site Photos



2716 Addison Ave East, Twin Falls Idaho 83301
(208) 410-2025

Residential Ag to Commercial

4. a.

R-2

Proposing of the rezoning current farm land zoned Residential Ag to
C-) Commercial for additional mini storage pods.

4. b.

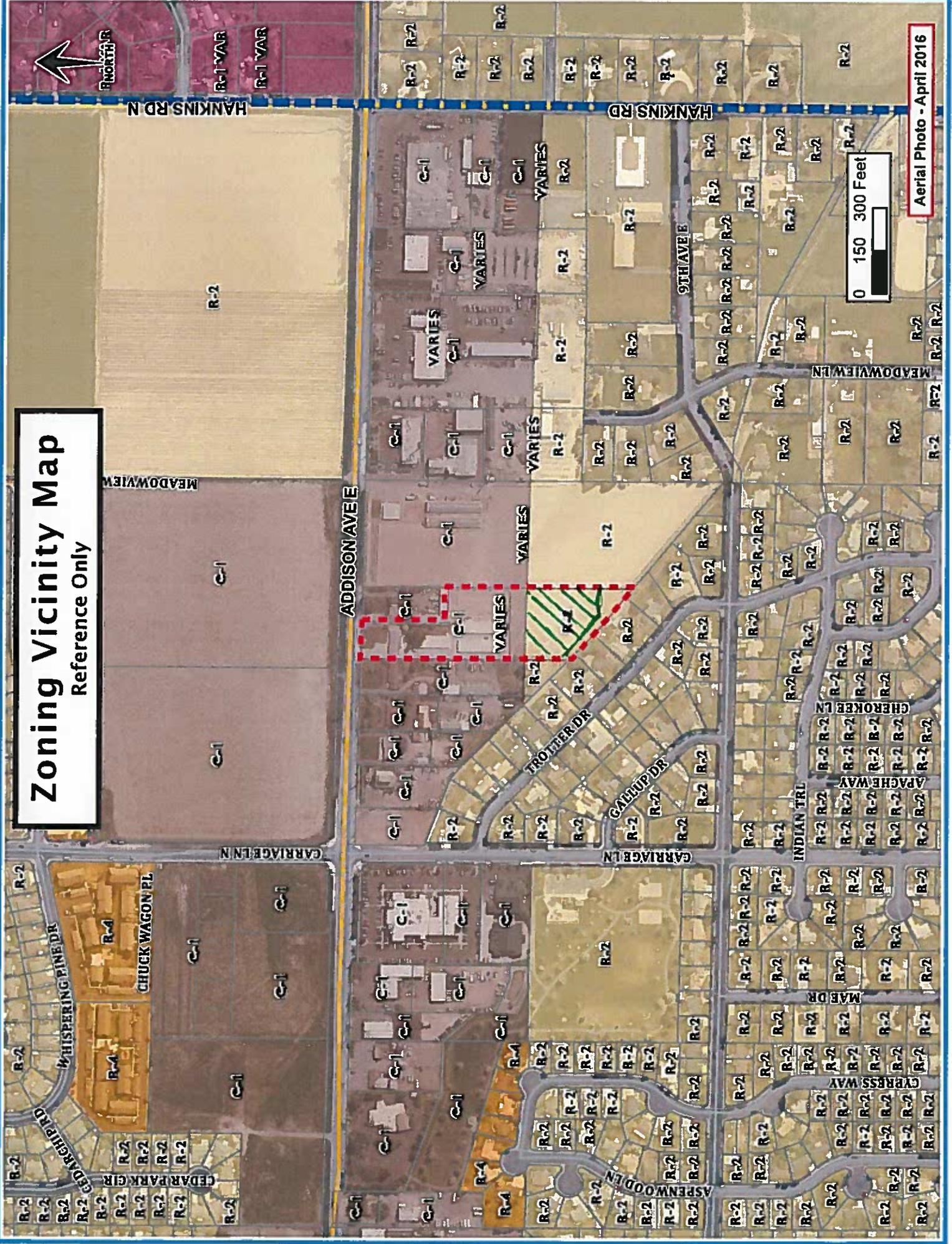
i. Falls in expected use of the land for long term planning and growth.

ii. Adjacent to current commercial land and mini storage.

iii. Expand mini storage facility and maintain existing look and business model.

Zoning Vicinity Map

Reference Only



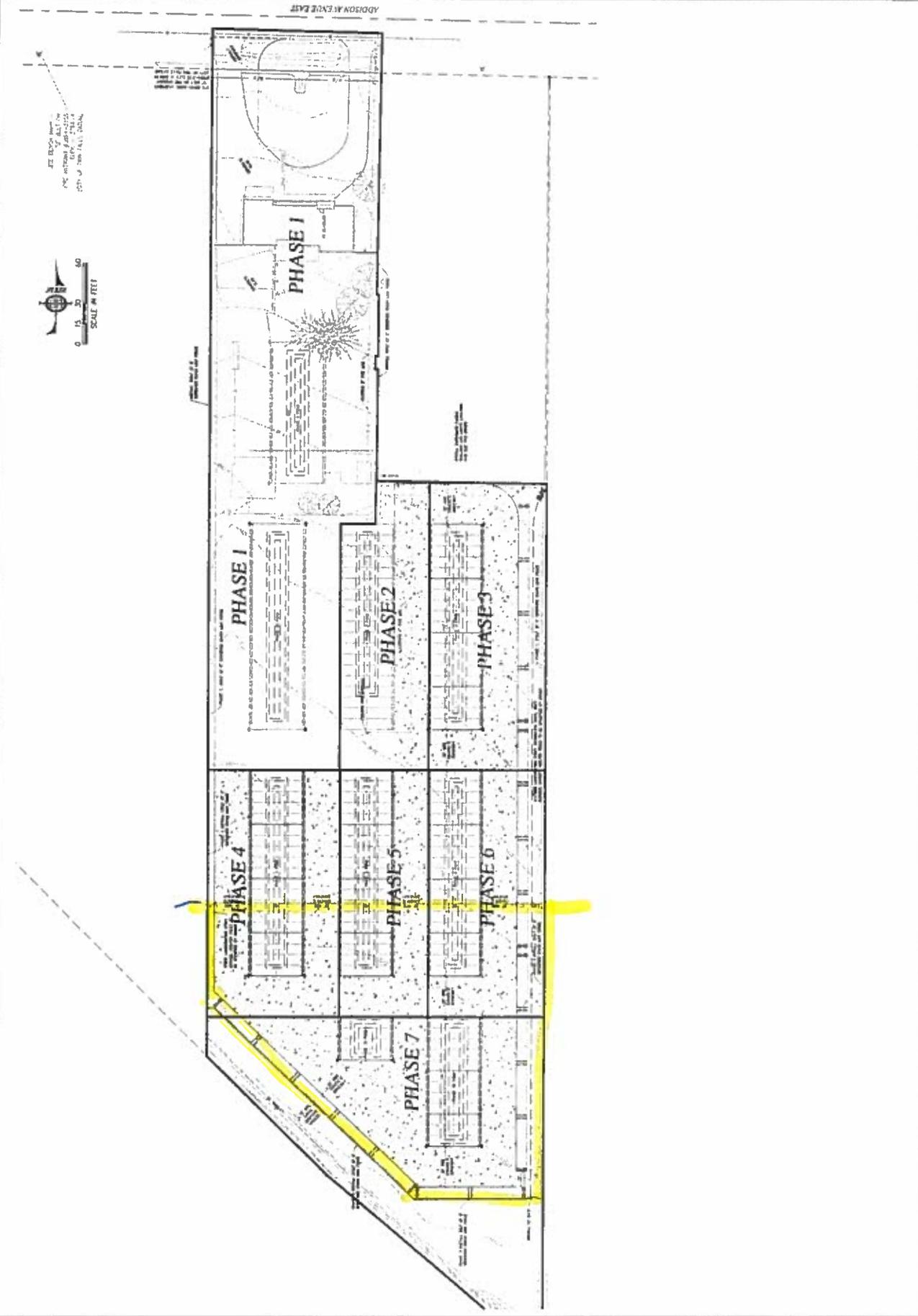
Aerial Photo - April 2016

SITE PHASING PLAN
 for
EAST ADDISON STORAGE

DATE	1/27/2014
BY	AS SIGNED
PROJECT	237-14-01
SCALE	AS SHOWN
DATE	1/27/2014
BY	AS SIGNED
PROJECT	237-14-01
SCALE	AS SHOWN



C-2





MINUTES
TWIN FALLS CITY PLANNING & ZONING COMMISSION
December 13, 2016 6:00 PM
City Council Chambers
305 3rd Avenue East Twin Falls, ID 83301

PLANNING & ZONING COMMISSION MEMBERS

CITY LIMITS:

Danielle Dawson Tom Frank Kevin Grey Gerardo "Tato" Muñoz Ed Musser Christopher Reid Jolinda Tatum
Chairman Vice-Chairman

AREA OF IMPACT:

Ryan Higley Steve Woods

ATTENDANCE

CITY LIMIT MEMBERS

PRESENT

Dawson
Frank
Grey
Muñoz
Musser
Reid

ABSENT

AREA OF IMPACT MEMBERS

PRESENT

Higley
Woods

ABSENT

Tatum

CITY STAFF: Carraway-Johnson, O'Connor, Spendlove, Strickland, Vitek, Wonderlich

I. CALL MEETING TO ORDER:

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

II. CONSENT CALENDAR:

1. Approval of Minutes from the following meeting(s): **November 8, 2016 PH**
2. Approval of Findings of Fact and Conclusions of Law:
 - Elison (SUP 11-08-16) • Oasis Stop N Go (SUP 11-08-16) • Oasis Stop N Go (SUP 11-08-16)

Motion:

Commissioner Reid made a motion to approve the consent calendar, as presented. Commissioner Grey seconded the motion.
Unanimously Approved

III. ITEMS OF CONSIDERATION:

IV. PUBLIC HEARINGS:.....

5. **Request for a Zoning District Change & Zoning Map Amendment from R-1 to C-1 for 1(+/-) acres to allow expansion of an existing self-storage facility on property located at 2716 Addison Avenue East Addison Secure Storage c/o Forrest LeBaron (app. 2830)**

Applicant Presentation:

Forrest LeBaron, the applicant, stated he is here to make a request to rezone a portion of his property that is currently zoned R-2 and change it to C-1. This was originally zoned two different ways and they wanted to make sure business would be viable prior to moving forward with a rezone. A portion of the property will not be rezoned that is next to the canal, it will be left for access.

Staff Presentation:

Planner I Spendlove Ordinance 2012 was passed in 1981, it created the zoning districts we currently use, and zoned various properties within City Limits. Zoning designations were assigned at that time, or when areas were annexed. This lot is identified as Twin Falls Acres Inside, which makes this one of the older lots located within city limits. This corridor originally was zoned with a 600' in depth C-1 zoning – still existing today.

The first appearance of this address in the Polk Twin Falls City Directory was in 1988 as what appears to be a residence, and the remaining property to the south was likely used as agricultural land. The applicant purchased this property in 2014 and soon thereafter began the process of submitting construction plans for the north half of the parcel establishing Addison Secure Storage.

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

The applicant is applying for a Zoning District Change and Zoning Map Amendment for a portion of the southern parcel in order to complete the build out of Addison Secure Storage. Addison Secure Storage has been operating at this location for almost 2 years and according to the applicant's narrative, there will be no change in the overall operation, just an increase in the number of storage units towards the South. Currently the mini storage units occupy the northern half of the property which is located in the C-1 zone. The applicants overall plan shows 4 more phases at this location. The submitted documents indicate an approximate 35'+ "buffer" on the southern property line. This 35' is not part of this rezone application and is proposed to remain zoned R-2. The applicant states they plan to continue leasing the ground for agriculture use and canal access.

This Rezone request would allow for future development to occur under the codes and standards as set forth in the C-1 Zoning District.

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

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

If the Commission finds that 1 & 2 have been met then Staff recommends the Commission recommend approval of this request, as presented.

PZ Questions/Comments:

- ❖ Commissioner Woods asked what the distance is from the storage unit to the property line and if this would be the time to discuss stacking of the units and other issues possibly related to the use.
- ❖ Planner I Spendlove explained this request is only for the zoning change. The use that they have planned will require a Special Use Permit and that would be when the issues related to use would be discussed.
- ❖ Commissioner Grey asked if notice was mailed out to property owners.
- ❖ Planner I Spendlove explained that there were letters mailed out and staff has only had one call related to the request. It was explained that the rezone is supported by the Comprehensive Plan but that if they have issues with the use they will be notified when a Special Use Permit is requested, that would be the time to speak about the impacts from the use.

Public Hearing: Opened and Closed Without Public Comments

Closing Statement:

Mr. LeBaron explained that he plans to keep this property in his family for as long as possible and to expand this business. He is aware of the neighbor that has concerns about the aesthetics and use of the property. He does not stack the units, and they are all matching in color and blind to the point that people don't see them from Addison Avenue East. They also plan to install a screening fence along the back edge of the property where the C-1 stops and the R-2 starts. They have approximately 8 customers per day and it has minimal impacts to the area.

Deliberations Followed: Without Concerns

Motion:

Commissioner Dawson made a motion to recommend approval of the request, as presented, with staff recommendations. Commissioner Musser seconded the motion. All members present voted in favor of the motion.

**Recommended for Approval to City Council, As Presented
Scheduled for City Council; JANUARY 23, 2017**

V. GENERAL PUBLIC INPUT: None

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

Chairman Frank congratulated Commissioner Reid on his move to City Council.

Zoning & Development Manager Carraway-Johnson congratulated Commissioner Reid on his move to the City Council and thanked him for his service on the Planning & Zoning. The vacancies will be advertised for at least two possibly three openings. The preliminary plats are a final approved by the Commission of the three that were on the agenda tonight, only one Westpark Commercial Subd No. 10-a ZDA has a final plat that will be ready to move forward for City Council soon. LeMoyné and Pillar Falls Plaza-a PUD do not have final plats submitted yet. The Pillar Falls Plaza-a PUD had many engineering issues to resolve prior to a final plat being accepted. The zoning district change for the Westpark Commercial Subd No. 10, the vacation for St. Luke's and the zoning district change for Addison Secure Storage are all to be scheduled for City Council in January.

The last item for discussion is the schedule for 2017. There are two options for scheduling to allow for the meetings to be scheduled around the holiday season. Alternative 1 has meetings in November and one in December. Alternative 2 has one meeting in November and two meetings in December. Staff wanted to see if they Commission had a preference on the schedule.

The Commission determined Alternative 1 with two meetings in November and one in December was their preference. The schedule will be posted.

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

1. Work Session-**January 4, 2016**

2. Public Hearing- **January 10, 2016**

VIII. ADJOURN MEETING:

Chairman Frank adjourned the meeting at 08:10 PM

Lisa A Strickland
Administrative Assistant
Planning & Zoning Department