

COUNCIL MEMBERS:

SHAWN BARIGAR	DON HALL	SUZANNE HAWKINS	GREGORY LANTING	JIM MUNN, JR.	REBECCA MILLS SOJKA	CHRIS TALKINGTON
<i>Vice Mayor</i>		<i>Mayor</i>				



**AMENDED AGENDA**  
 Meeting of the Twin Falls City Council  
**Monday, July 2, 2012**  
 City Council Chambers  
 305 3rd Avenue East - Twin Falls, Idaho

**5:00 P.M.**

PLEDGE OF ALLEGIANCE TO THE FLAG  
 CONFIRMATION OF QUORUM  
 INTRODUCTION OF STAFF  
 CONSIDERATION OF THE AMENDMENTS TO THE AGENDA:  
 PROCLAMATIONS: **None**

AGENDA ITEMS	Purpose	By:
<b>I. <u>CONSENT CALENDAR:</u></b> 1. Consideration of a request to approve the accounts payable for June 26 – July 2, 2012. 2. Consideration of a request to approve the June 25, 2012, City Council Minutes. 3. Findings of Fact, Conclusions of Law, and Decision: a. Final Plat Application, Canyon Park Amended Subdivision b. Zoning District Change & Zoning Map Amendment Application, Canyon Park Development, c/o EHM Engineers, Inc. 4. Consideration of a request to accept a Trust Agreement and Phase Control Development Notice for WS& V Subdivision First Amended (Lots 2, 3, 4, and 5, Block 1).	<u>Action</u>	Staff Report Sharon Bryan L. Sanchez Mitch Humble  Troy Vitek
<b>II. <u>ITEMS FOR CONSIDERATION:</u></b> 1. Consideration of a request to re-appoint Leon Smith to the City of Twin Falls Urban Renewal Agency Board to a three-year term beginning July 1, 2012 and expiring June 30, 2015. 2. Consideration of a request to award the Pre-Treatment Facility Foundations – Work Package K to the lowest responsive bidder. 3. Public input and/or items from the City Manager and City Council.	Action	Melinda Anderson  Troy Vitek
<b>III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u></b>		
<b>IV. <u>PUBLIC HEARINGS:</u>      6:00 - None</b>		
<b>V. <u>ADJOURNMENT</u> to an Executive Session to conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency pursuant to Idaho Code 67-2345 (1)(c).</b>		

***\*Any person(s) needing special accommodations to participate in the above noticed meeting should contact Leila Sanchez at (208) 735-7287 at least two working days before the meeting.***

### Twin Falls City Council-Public Hearing Procedures for Zoning Requests

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



# BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

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In Re: )  
) )  
Final Plat Application, ) FINDINGS OF FACT,  
) )  
Canyon Park Amended Subdivision ) CONCLUSIONS OF LAW,  
Applicant(s). ) )  
) ) AND DECISION

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This matter having come before the City Council of the City of Twin Falls, Idaho on June 4, 2012 for consideration of the final plat of the Canyon Park Amended Subdivision, approximately 25 (+/-) acres consisting of 12 commercial lots on property located west and north of the intersection of Blue Lakes Boulevard North and Fillmore Street, and the City Council having heard testimony from interested parties, having received written Findings from the Planning and Zoning Commission and being fully advised in the matter, now makes the following

### FINDINGS OF FACT

1. Applicant has requested approval of the final plat of the Canyon Park Amended Subdivision, approximately 25 (+/-) acres consisting of 12 commercial lots on property located west and north of the intersection of Blue Lakes Boulevard North and Fillmore Street.
2. The property in question is zoned C-1 CRO PUD pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Commercial/Retail in the duly adopted Comprehensive Plan of the City of Twin Falls.
3. The existing neighboring land uses in the immediate area of this property are: to the north, Snake River Canyon Rim/Visitor’s Center; to the south, Blue Lakes Boulevard North/Magic Valley Mall; to the east, Blue Lakes Boulevard North/Commercial; to the west, Residential/Commercial.

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

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

#### CONCLUSIONS OF LAW

1. The final plat of the Canyon Park Amended Subdivision, approximately 25 (+/-) acres consisting of 12 commercial lots on property located west and north of the intersection of Blue Lakes Boulevard North and Fillmore Street is in conformance with the objectives of the zoning ordinance and the policy for developments in Twin Falls City Code §10-1-4. Specifically, the land can be used safely for building purposes without danger to health or peril from fire, flood or other menace, proper provision has been made for drainage, water sewerage and capital improvements including schools, parks, recreation facilities, transportation facilities and improvements, all existing and proposed public improvements conform to the Comprehensive Plan.

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

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

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

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

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

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

DECISION

The request for approval of the final plat of the Canyon Park Amended Subdivision, approximately 25 (+/-) acres consisting of 12 commercial lots on property located west and north of the intersection of Blue Lakes Boulevard North and Fillmore Street is hereby granted, subject to final technical review by the City Engineer's Office and subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

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MAYOR - TWIN FALLS CITY COUNCIL

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DATE

"EXHIBIT NO. A"

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 recorded Cross-Use/Access Agreements being provided prior to recordation of final plat.
3. Subject to compliance with a "recorded" PUD Agreement, concurrent with approval of the final plat or prior to recordation of the final plat.
4. Subject to a note on the final plat regarding ownership and maintenance agreement of Fillmore Street (Private).
5. Subject to a recorded Maintenance and Unrestricted Access Easement Agreement along the proposed Fillmore Street (Private).
6. Subject to dedication of road right-of-way along the east side of Canyon Springs Road.
7. Subject to the valley gutter being reconstructed at the west side of the intersection of Canyon Springs Road and Fillmore Street, when the valley gutter goes, replace with traffic calming of some other sort (4-way stop, paver crosswalk, etc...)
8. Subject to an agreement between the Twin Falls Canal Company and the developer regarding the relocation and piping of Lateral #39.
9. Subject to final approval by the City Engineer of the Construction Plans



# BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:	)	
	)	
<u>Zoning District Change &amp; Zoning Map Amendment,</u>	)	FINDINGS OF FACT,
Application,	)	
	)	CONCLUSIONS OF LAW,
<u>Canyon Park Development</u>	)	
<u>c/o EHM Engineers, Inc.</u>	)	AND DECISION

Applicant(s)

This matter having come before the City Council of the City of Twin Falls, Idaho on June 4, 2012 for public hearing pursuant to public notice as required by law for a Zoning District Change and Zoning Map Amendment from C-1 PUD & SUI PUD to C-1 CRO PUD for 25 (+/-) acres to allow for commercial mixed use development on property located west and north of the 1800-1990 block of Blue Lakes Boulevard North, east and north of the 875-900 blocks of Canyon Springs Road and south of the Snake River Canyon Rim and the City Council having heard testimony from interested parties, and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for a Zoning District Change and Zoning Map Amendment from C-1 PUD & SUI PUD to C-1 CRO PUD for 25 (+/-) acres to allow for commercial mixed use development on property located west and north of the 1800-1990 block of Blue Lakes Boulevard North, east and north of the 875-900 blocks of Canyon Springs Road and south of the Snake River Canyon Rim
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: February 23, 2012 & March 22, 2012
3. The property in question is zoned C-1 PUD & SUI PUD pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Commercial Retail in the duly adopted Comprehensive Plan of the City of Twin Falls.

4. The existing neighboring land uses in the immediate area of this property are: to the north, Snake River Canyon Rim/Visitor's Center; to the south, Blue Lakes Boulevard North/Magic Valley Mall; to the east, Blue Lakes Boulevard North/Commercial; to the west, Residential/Commercial.

Based on the foregoing Findings of Fact, the City Council hereby makes the following

#### CONCLUSIONS OF LAW

1. The application for a Zoning District Change and Zoning Map Amendment from C-1 PUD & SUI PUD to C-1 CRO PUD for 25 (+/-) acres to allow for commercial mixed use development on property located west and north of the 1800-1990 block of Blue Lakes Boulevard North, east and north of the 875-900 blocks of Canyon Springs Road and south of the Snake River Canyon Rim is consistent with the purpose of the C-1 CRO PUD Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-4-8, 10-4-19, 10-6-1 through 4, 10-7-6, 10-7-12, 10-10-1 through 3, 10-11-1 through 9, 10-14-1 through 6 of the Twin Falls City Code.

3. The proposed use is proper use in the C-1 CRO PUD Zone, subject to the conditions, which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

4. Public services may not be available at the time of development, depending upon the speed of development of this and other subdivisions and the ability of the City to obtain additional water and/or sewer capacity. A rezone of this property is not a guarantee city utilities are available. A will-serve letter will be issued upon review and approval for a final plat and/or a phase of a final plat.

5. The application for a Zoning District Change and Zoning Map Amendment from C-1 PUD & SUI PUD to C-1 CRO PUD for 25 (+/-) acres to allow for commercial mixed use development on property located west and north of the 1800-1990 block of Blue Lakes Boulevard North, east and north of the 875-900 blocks of Canyon Springs Road and south of the Snake River Canyon Rim should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls and to

the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

1. The application for a for a Zoning District Change and Zoning Map Amendment from C-1 PUD & SUI PUD to C-1 CRO PUD for 25 (+/-) acres to allow for commercial mixed use development on property located west and north of the 1800-1990 block of Blue Lakes Boulevard North, east and north of the 875-900 blocks of Canyon Springs Road and south of the Snake River Canyon Rim is hereby granted

2. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls and to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

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MAYOR - TWIN FALLS CITY COUNCIL

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DATE

"EXHIBIT NO. A"

1. Subject to site plan 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 Fillmore Street (Public Right-of-way) being vacated and Fillmore Street (Private) being rededicated as a public utility/access/road easement and as approved by the City Council.
4. Subject to a recorded Maintenance and Unrestricted Access Easement Agreement along the proposed Fillmore Street (Private) prior to vacation of Fillmore Street (Public Right-of-way).
5. Subject to development meeting or exceeding CRO standards unless otherwise approved by City Council.
6. Subject to an approved and recorded PUD Agreement encompassing the entire project under one PUD Agreement.
7. Subject to replatting the property under one subdivision.
8. Prohibit any signage from being placed on the back of the buildings facing the canyon
9. Subject to 50% evergreen materials changed to 75% in the PUD Agreement under landscaping requirement.



**Date:** Monday, July 2, 2012  
**To:** Honorable Mayor and City Council  
**From:** Troy Vitek, PE Assistant City Engineer

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**Request:**

Consideration of a request to accept a Trust Agreement and Phase Control Development Notice for WS& V Subdivision First Amended (Lots 2, 3, 4, and 5, Block 1).

**Time Estimate:**

Consent Calendar

**Background:**

City Code Section 10-12-4-3 states "...the council may permit the subdivider to execute a trust and escrow agreement and record a notice prohibiting the sale of an undeveloped lot without a recorded developer's agreement between the subdivider and the city relating to that lot..."

The Developer wishes to record the final plat and place all but Lot 1 into trust. Lot 1 would be included in a developer's agreement and a bond provided for the improvements so that it may be sold immediately.

**Approval Process:**

Approval of this will allow the Developer to record the final plat and place Lots 2 through 5 in a trust to be improved at a later date. A majority vote of the Council is needed to allow the Mayor to sign the agreement.

**Budget Impact:**

No budget Impact

**Conclusion:**

Staff recommends that City Council allow the Mayor to sign the Trust Agreement and Phase Control Development Notice.

**Attachments:**

1. Subdivision Map
2. Trust Agreement
3. Phase Control Development Notice

## TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of January, 2012, by and between **WS&V, LLC**, (hereinafter "Trustor"); **TITLEFACT, INC.**, (hereinafter "Trustee"); and the **CITY OF TWIN FALLS, IDAHO** (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

### WITNESSETH:

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

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

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

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

**Lots 2, 3, 4, 5, Block 1, WS&V SUBDIVISION FIRST AMENDED, A Resubdivision & Renumbering of Lot 2, Block 1, WS&V SUBDIVISION, Twin Falls County, Idaho.**

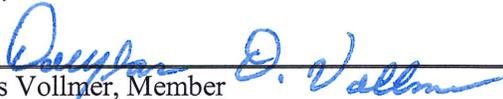
The Trustor and the Trustee agree that the Trustee shall hold said title to the Property in trust, solely for the benefit of the Beneficiary under the terms hereof, and that title to the Property shall be and remain good and marketable and free from any defects, liens, conditions or encumbrances of any kind or nature, other than those appearing of record in the office of the Twin Falls County Recorder, and conditions of the Phase Control Development Notice for Lots 2, 3, 4, 5, Block 1, **WS&V SUBDIVISION FIRST AMENDED, A Resubdivision & Renumbering of Lot 2, Block 1, WS&V SUBDIVISION**, a copy of which is attached hereto as Exhibit "A," or those which are placed on the Property with the prior written consent of the Trustee. The Trustee shall not convey, transfer or encumber all or any interest in the Property, save and except to the extent as directed by the Trustor by written instrument delivered to the Trustee.

2. It is understood and agreed that the purpose of this Agreement is to provide Trustor with a convenient means of, subdividing, developing and selling the Property. It shall be the entire responsibility of the Trustor to effect such developing, subdividing and selling of the Property and to provide whatever subdivision plat it may desire and to pay all costs and expenses of said developing, subdividing and selling, and Trustee shall have no liability for any costs or expenses therefor or for any claim, damage, loss or liability sustained to the Property or Trustor or to any other person or persons in connection with said matter, save and except to the extent caused by Trustee's failure or refusal to comply with the terms and conditions of this Agreement.

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

Date: 1/23/2011

TRUSTOR:  
**WS&V, LLC**

BY:   
 Douglas Vollmer, Member

Date: \_\_\_\_\_

TRUSTEE:  
**TITLEFACT, INC.**

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

Date: \_\_\_\_\_

BENEFICIARY:  
**CITY OF TWIN FALLS, IDAHO**

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

STATE OF IDAHO  
County of Twin Falls

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, a Notary Public in and for said State, personally appeared Douglas Vollmer, known or identified to me to be a member of the limited liability company of, **WS&V, 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.

\_\_\_\_\_  
Notary Public for Idaho  
Residing in  
Commission expires

STATE OF IDAHO  
County of Twin Falls

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, Notary Public in and for said State, personally appeared **RICHARD B. STIVERS**, known or identified to me to be the President of the said corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at:  
My Commission expires:

STATE OF IDAHO  
County of Twin Falls

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ for the City of Twin Falls, Idaho, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same on behalf of the City of Twin Falls, Idaho.

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

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Notary Public for Idaho  
Residing at:  
My Commission expires:

**"EXHIBIT A"**

**PHASE CONTROL DEVELOPMENT NOTICE**

THIS NOTICE prohibits the conveyance of any undeveloped lot including Lots 2, 3, 4, 5, Block 1, **WS&V SUBDIVISION FIRST AMENDED, A Resubdivision & Renumbering of Lot 2, Block 1, WS&V SUBDIVISION**, Twin Falls County, Idaho, until such time as an Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

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

The real property subject to this notice is Lots 2, 3, 4, 5, Block 1, **WS&V SUBDIVISION FIRST AMENDED, A Resubdivision & Renumbering of Lot 2, Block 1, WS&V SUBDIVISION**, Twin Falls County, Idaho.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**WS&V, LLC, Developer**

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

  
Doug Vollmer

**TITLEFACT, INC.**

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

Richard B. Stivers, President

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

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

**QUITCLAIM DEED**

For Value Received **WS&V, LLC, an Idaho Limited Liability Company**, does hereby convey, remise and forever quit claim unto **TitleFact, Inc., an Idaho corporation, as Trustee**,

whose address is: % P O Box 31, Twin Falls ID 83303-0031, the following described premises, to-wit:

Lots 2, 3, 4, 5, Block 1, **WS&V SUBDIVISION FIRST AMENDED, A Resubdivision & Renumbering of Lot 2, Block 1, WS&V Subdivision**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book \_\_\_\_\_ of Plats, page \_\_\_\_\_, records of Twin Falls County, Idaho.

together with their appurtenances.

Dated: January 19, 2012

**WS&V, LLC**

  
\_\_\_\_\_  
Douglas Vollmer, Member

\* \* \* \* \*

STATE OF IDAHO  
County of Twin Falls

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, a Notary Public in and for said State, personally appeared Douglas Vollmer, known or identified to me to be a member of the limited liability company of, **WS&V, 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.

\_\_\_\_\_  
Notary Public for Idaho  
Residing in  
Commission expires

Scale 1" = 100'

**WS&V Subdivision First Amended  
A. Resubdivision & Renumbering Of  
Lot 2, Block 1, WS&V Subdivision**

In  
**SW4 NE4, Section 6  
T. 10 S., R. 17 E., RM.  
Twin Falls County, Idaho  
2012**

**Legend**

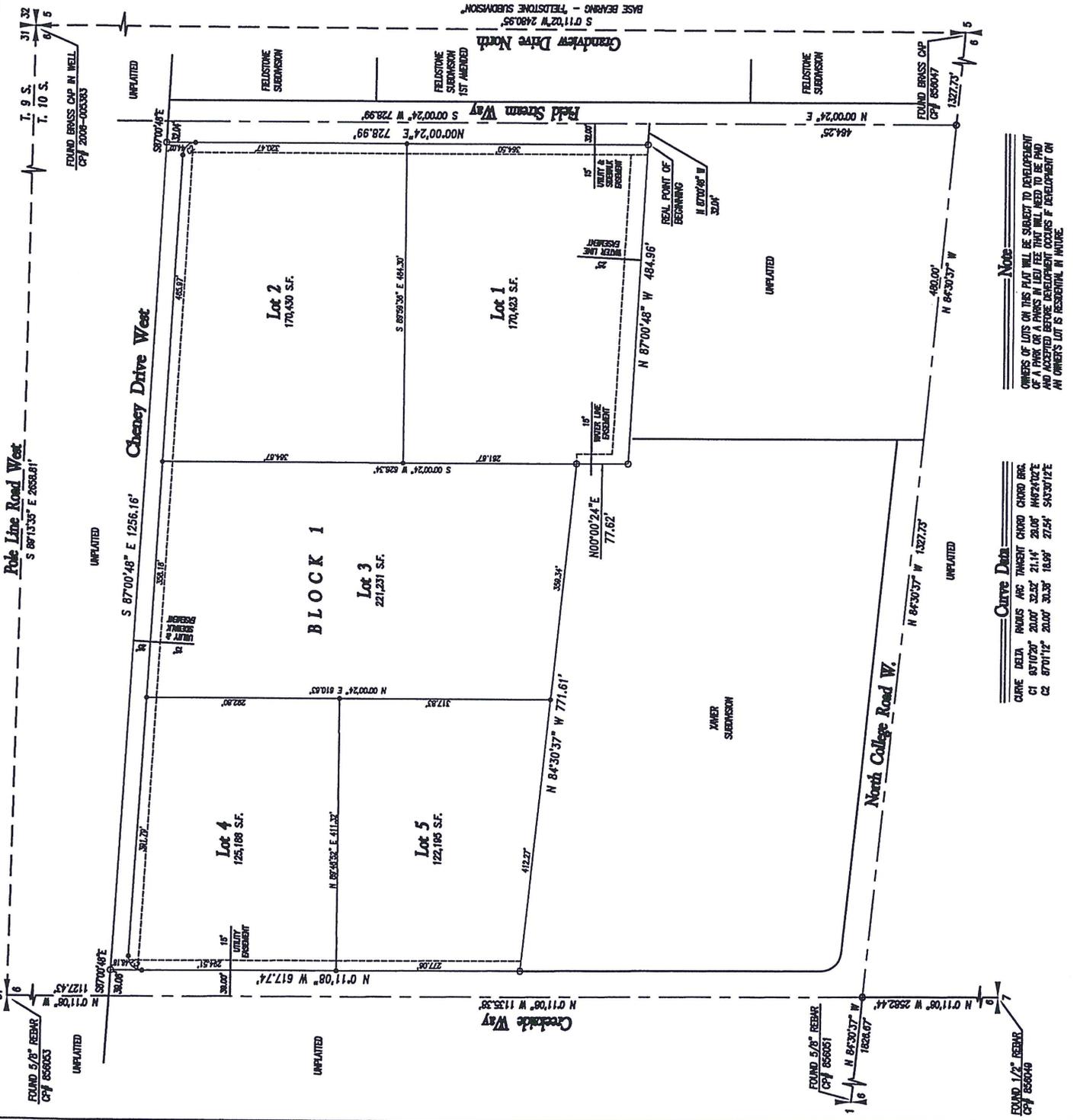
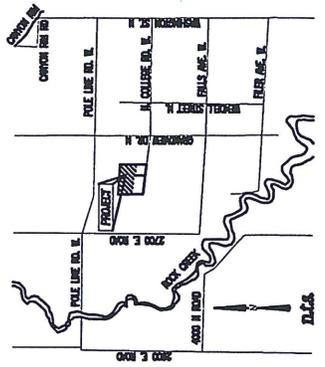
SEWER BOUNDARY LINE	---
LOT LINE	---
ENCUMBRANCE NOTED	---
SECTION LINE	---
STREET CENTERLINE	---
FOUND 5/8" REBAR & CAP (S 1000)	○
SET 1/2" x 24" REBAR & CAP (S 1000)	●

**Health Certificate**

Sanitary facilities as required by Idaho Code, Title 50, Chapter 13 have been installed based on the State of Idaho Department of Health and Welfare (IDH) approved of the design plans and specifications and the sanitary facilities. Buyer is cautioned that at the time of this approval, no drinking water or sewer/septic facilities were constructed. Building construction can be allowed with appropriate building permits if drinking water or sewer facilities have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities or meet the other conditions of IDH, then the developer shall be responsible for the construction of sanitary facilities. The by the issuance of a certificate of health certificate, the responsibility of any building or abatement requiring drinking water or sewer/septic facilities shall be allowed.

REERS, South Central Public Health District  
Date: \_\_\_\_\_

**Vicinity Sketch**



**Note**

OWNERS OF LOTS ON THIS PLAT WILL BE SUBJECT TO DEVELOPMENT OF LOTS ON ADJACENT LOTS. ANY DEVELOPMENT ON ADJACENT LOTS WILL NEED TO BE PAID AND ASSIGNED BEFORE DEVELOPMENT OF LOTS ON THIS PLAT. AN OWNER'S LOT IS RESIDENTIAL IN NATURE.

**Curve Data**

CURVE DELTA RADIUS ARC TANGENT CHORD BEAR.  
 C1 87°00'48" 2000' 32.57' 21.14' 28.08' 1862.072'  
 C2 87°01'12" 2000' 30.38' 18.99' 27.54' 1833.712'



**Date:** Monday, July 2, 2012  
**To:** Honorable Mayor and City Council  
**From:** Melinda Anderson, Economic Development Director

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**Request:**

Consideration of a request to re-appoint Leon Smith to the City of Twin Falls Urban Renewal Agency Board.

**Time Estimate:**

The staff presentation will take approximately 2 minutes.

**Background:**

Leon Smith was appointed to the URA board in 2009 and is now eligible to serve a 2<sup>nd</sup> 3-year term. Leon has expressed interest in continuing to serve and Mayor Greg Lanting, Vice-Mayor/URA Liaison Don Hall, and URA Chairman Gary Garnand recommend he be re-appointed.

**Approval Process:**

City Code 2-1-1 states that the board members be appointed by the Mayor and approved by the Council and can serve two 3-year terms along with completing an unfinished term.

**Budget Impact:**

There is no budget impact.

**Regulatory Impact:**

Approval of this request will re-appoint Leon to a three-year term on the Board beginning July 1, 2012 and expiring June 30, 2015.

**Conclusion:**

We recommend that the Council re-appoint Leon Smith to the City of Twin Falls Urban Renewal Agency Board.

**Attachments:**

None



**Date:** Monday, July 2, 2012  
**To:** Honorable Mayor and City Council  
**From:** Troy Vitek, PE Assistant City Engineer

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**Request:**

Consideration of a request to award the Pre-Treatment Facility Foundations – Work Package K to the lowest responsive bidder.

**Time Estimate:**

The staff presentation will take approximately 5 minutes.

**Background:**

In an effort to improve the pre-treatment facility schedule, the City has broken out a portion of the work for tank foundations. The foundations are needed in the pre-treatment process and could be included in a future bid item, however being a critical path item; Engineering feels it will better serve the schedule to award this item separately.

The bid will be opened at 3:00 p.m. on June 28 2012, after this staff report publishes. Engineering and their consultants will then ensure all the bid items are satisfied as well as reasonable with the Engineers estimates and I will provide a bid schedule and a recommendation at the meeting.

**Approval Process:**

A majority vote of the Council to approve the Award of Contract.

**Budget Impact:**

The City entered into an agreement with Agro-Farma and the Urban Renewal Agency (URA) to construct a pre-treatment facility for the Chobani site. Approval of this contract enables the URA and City to continue to execute the obligations of the development agreement.

**Conclusion:**

Staff recommends that City Council allow the Mayor to execute the contract with the lowest responsive bidder.

**Attachments:**

1. Engineers Estimate

**AGRO-FARMA/ TWIN FALLS PROJECT WORK PACKAGE K**

**Bid Tabulation**

Prepared by: Troy Vitek, PE

Date: June 27, 2012

Item No.	Bid Item Description	Est. Qty.	Unit
1	Mixing Tank Foundation	1	LS
2	UASB Sludge Storage Tank Foundation	1	LS
3	UASB Reactor Foundation	1	LS
4	DAF Sludge Storage Tank Foundation	1	LS

**Engineers Estimate**

Unit Price	Extension
\$13,000.00	\$13,000.00
\$27,000.00	\$27,000.00
\$82,000.00	\$82,000.00
\$40,000.00	\$40,000.00

**Bidder 1**

Low Bid	
Unit Price	Extension
NA	#VALUE!

ESTIMATED TOTAL \$162,000.00

TOTAL #VALUE!