



Twin Falls City Council Agenda

Monday, December 20, 2021, 5:00 PM

City Council Chambers
203 Main Avenue East- Twin Falls, Idaho

Members: Suzanne Hawkins, Craig Hawkins, Nikki Boyd, Shawn Barigar, Gregory Lanting, Christopher Reid, Ruth Pierce

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) PROCLAMATIONS: None
- 4) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve December 13, 2021, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve Accounts Payable for December 9-15, 2021.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to approve an airport hangar ground lease with Greg Olsen and Erin Callen.
By: William Carberry, Airport Manager
 - d) **ACTION ITEM:** Request to approve a 30 acre ground lease with Magic Valley MX Club to operate a motocross track adjacent to the Magic Valley Speedway.
By: William Carberry, Airport Manager
 - e) **ACTION ITEM:** Request to approve Findings of Fact and Conclusions of Law and Special Use Permit for City of Twin Falls Fire Station #3.
By: Jonathan Spendlove, Parks & Recreation Director
 - f) **ACTION ITEM:** Request to accept a bench donation from City of Twin Falls staff in honor of Patrick "Woody" Cullen.
By: Wendy Davis, Parks and Recreation Director
- 5) ITEMS OF CONSIDERATION
 - a) **PRESENTATION:** Presentation of a donation by the City of Twin Falls Employee Retreat Committee to the Senior Center Meals on Wheels Program.
By: Les Kenworthy, Fire Chief
 - b) **PRESENTATION:** Presentation by the Employee Recognition Committee.
By: Kim Hafer, Information Services , Kristen Kohntopp, Human Resources , Jennifer Church, Police Department

- c) **ACTION ITEM:** Request for Shop Heater Replacement & Capital Project Update.
By: Mitch Humble, Deputy City Manager
- d) **ACTION ITEM:** Request to approve vehicle purchases for the Streets Department.
By: Jon Caton, Public Works Director
- e) **ACTION ITEM:** Request to approve a proposal to Jacobs Engineers to contract out the cleaning and scaffold installation for an inspection.
By: Troy Vitek, Engineering
- f) **ACTION ITEM:** Review, Discussion and Action on the Annual Financial Report, and Impact Fee Program for FY 2021.
By: Jonathan Spendlove, Planning and Zoning Director
- 6) **GENERAL PUBLIC INPUT**
- 7) **ADVISORY BOARD REPORT/ANNOUNCEMENTS**
- 8) **PUBLIC HEARINGS**
 - a) **ACTION ITEM:** Request to vacate platted right-of-way adjacent to Lot 3 and 4, Block 1 of the Lakewood Subdivision. c/o Jerry and Brenda Naylor. (app. PZ21-0156)
By: Lisa Strickland, City Planner
 - b) **ACTION ITEM:** Request for Annexation and appropriate Zoning District for property located at 3262 E 3700 N c/o Summit Creek Development on behalf of Twins Industrial LP and Gregg Hamann, Trustee of the Gregg Hamann Family Trust UDT dated 4/25/86 as amended. (PZ21-0162)
By: Lisa Strickland, City Planner
 - c) **ACTION ITEM:** Request for Annexation and appropriate Zoning District for property located at 3270 E 3700 N c/o Summit Creek Development on behalf of Twin Industrial, LP. (PZ21-0163).
By: Lisa Strickland, City Planner
- 9) **ADJOURNMENT**

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

Public Input Procedures

1. Individuals wishing to provide public input regarding matters relevant to the City of Twin Falls shall:
 - Wait to be recognized by the Mayor or Chairman
 - Approach the microphone/podium
 - State their name, and whether they are a resident or property owner in the City of Twin Falls, and proceed with their input.
2. The Mayor or Chairman 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 or Chairman shall review the public hearing procedures.
 2. Individuals wishing to testify or speak before the City Council or Planning & Zoning Commission shall wait to be recognized by the Mayor or Chairman, approach the microphone/podium, state their name, and then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the staff. The staff shall make an audio recording of the Public Hearing.
 3. A City Staff Report shall summarize the application and history of the request.
 4. 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.
 5. 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 or Chairman.
 6. The City Council or Planning & Zoning Commission may ask questions of staff or the applicant pertaining to the request.
 7. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor or Chairman may limit public testimony to no less than two (2) minutes per person.
 - Individuals are not permitted to give their time to other speakers.
 - However, five (5) or more individuals that received written notice of the public hearing may appoint, 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 or Chairman. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, received by 12:00 p.m. on the date of the hearing shall be either read into the record or displayed to the public on the overhead projector.
 8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
 9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. Responses shall be limited to answering the questions asked. The Mayor or Chairman may limit the time permitted for the answer.
 10. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning & Zoning Commission 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 or Chairman.



Twin Falls City Council Minutes

Monday, December 13, 2021, 5:00 PM

City Council Chambers - 203 Main Avenue East- Twin Falls, Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Suzanne Hawkins, Vice Mayor Ruth Pierce, Council Member Craig Hawkins, Christopher Reid & Nikki Boyd.

Absent: Council Members Shawn Barigar & Greg Lanting

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Mitch Humble, City Attorney Shayne Nope, CFO Breanna Howard, City Manager Administrative Assistant Leila Sanchez, Police Chief Craig Kingsbury, Assistant to the City Manager Mandi Thompson, Fire Chief Les Kenworthy, Airport Manager Bill Carberry, City Engineer Josh Baird, Public Works Director Jon Caton, Shop Supervisor Norm Hatke, HR Director Gretchen Scott, Recruitment Coordinator Kristen Kohntopp & Cailin Gibson, Wellness Coordinator Katy Touchette, Organizational Development Coordinator Ansina Durham, Planning & Zoning Director Jonathan Spendlove, City Planner Ian Zollinger, Finance Administrative Assistant Amy Luna.

Mayor Hawkins called the meeting to order at 5:00 PM. A quorum was present.

2) PLEDGE OF ALLEGIANCE

Mayor Hawkins invited all present who wished to recite the Pledge of Allegiance to the Flag.

3) PROCLAMATIONS: None

4) CONSENT CALENDAR

MOTION: Council Member Boyd moved to approve the Consent Calendar as presented. **Vice Mayor Pierce** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0.

- a) Request to approve December 6, 2021, City Council Minutes.
- b) Request to approve Accounts Payable for December 2-8, 2021.
- c) Request to approve Garibaldi's Gas Station Alcohol License
- d) Request to approve the Findings of Fact and Conclusions of Law: PZ21-0152 Denton Subdivision Vacation
PZ21-0155 Martin St. Annexation
PZ21-0181 Fire Station #2 Final Plat
PZ21-0183 Sundance Subdivision No.3 Final Plat

5) ITEMS OF CONSIDERATION

- a) Request to confirm the City Manager's appointment of Gretchen Scott to the position of Deputy City Manager for the City of Twin Falls.

City Manager Rothweiler requested to confirm the City Manager's appointment of Gretchen Scott to the position of Deputy City Manager.

Discussion ensued on the following:

Mayor Hawkins: Spoke in favor of this appointment.

Vice Mayor Pierce: Spoke in favor of this appointment.

MOTION: Council Member Reid moved to approve the request to confirm the City Manager's appointment of Gretchen Scott to the position of Deputy City Manager. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0.

Mayor Hawkins administered the Oath of Office.

- b) Request to adopt the proposed five-year contract with People for Pets / Magic Valley Humane Society.

Police Chief Kingsbury requested the approval from council to adopt the proposed five-year contract with People for Pets/Magic Valley Humane Society.

Discussion ensued on the following:

Council Member Boyd: Asked for clarification on the five-year extension.

Mayor Hawkins: Asked about the audited set of books and/or annual report.

Council Member Reid: Asked about the annual report being added to the contract. Asked about carcasses and their disposal.

MOTION: Council Member Reid moved to approve the request to adopt the proposed five-year contract with People for Pets/Magic Valley Humane Society. **Council Member Boyd** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0.

- c) Request approval of the Guaranteed Maximum Price (GMP) for Phase 1 of the Fire Training Center.

Assistant to the City Manager Thompson requested approval of the Guaranteed Maximum Price (GMP) for Phase 1 of the Fire Training Center.

Discussion ensued on the following:

Council Member Reid: Spoke in favor of the phased approach for this project.

MOTION: Vice Mayor Pierce moved to approve the request for approval of the Guaranteed Maximum Price for Phase 1 of the Tire Training Center. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0.

- d) Request approval of the yearly contract amendment to the 2014 Agreement between the City of Twin Falls and CH2M/Jacobs Yearly for wastewater treatment plant and lift station operations in the amount of \$3,484,815 and authorize the mayor to sign.

City Manager Rothweiler requested approval of the yearly contract amendment to the 2014 Agreement between the City of Twin Falls and CH2M/Jacobs Yearly for the wastewater treatment plant and lift station operations for \$3,484,815 and authorized the mayor to sign.

Discussion ensued on the following: None.

MOTION: Council Member Boyd moved to approve the request for approval of the yearly contract amendment to the 2014 Agreement between the City of Twin Falls and CH2M/Jacobs Yearly for the wastewater treatment plant and lift station operations in the amount of \$3,484,815 and authorized the mayor to sign. **Vice Mayor Pierce** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0.

6) GENERAL PUBLIC INPUT

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

Council Member Boyd reported on the Airport Advisory Commission.

Council Member Hawkins reported on the impact-fee commission.

Recess taken at 5:42 p.m. resumed at 6:00 p.m.

8) PUBLIC HEARINGS

- a) Request for a Special Use Permit to allow for a Fire Station on property located at 1025 Washington Street South c/o the City of Twin Falls. (PZ21-0176)
City Planner Zollinger requested a Special Use Permit to allow for a Fire Station on property located at 1025 Washington Street South c/o the City of Twin Falls. (PZ21-0176)

Discussion ensued on the following:

Mayor Hawkins: Does this mean that the fire station will be as far from the homes as possible?

Council Member Reid: Asked about the setback to the proposed building.

Council Member Boyd: Asked for clarification on the exit.

Public Hearing Opened: 6:06 pm

Public Hearing Closed: 6:07 pm

Discussion ensued on the following:

Council Member Hawkins: Spoke in favor of this request.

MOTION: **Council Member Hawkins** moved to approve the request for a Special Use Permit to allow for a Fire Station on property located at 1025 Washington Street South c/o the City of Twin Falls. (PZ21-0176) **Council Member Reid** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0.

- b) Request to allow for additional building height beyond 50 feet on property located on 2nd Avenue South between Hansen Street and Shoshone Street c/o Bill Truax, President, on behalf of Galena Opportunity, Inc. (app. PZ21-0159) - Rescheduled to January 10, 2022.

Rescheduled to January 10, 2022.

9) ADJOURNMENT

The meeting adjourned at 06:08 PM

Amy Luna, Finance Administrative Assistant

For a full account of this meeting please visit tfid.org for the recording of this meeting



Date: Monday, December 20, 2021
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Consent Calendar

Request:

Consideration of a request to approve an airport hangar ground lease with Greg Olsen and Erin Callen.

Background:

The airport has been working with the applicant, Gregg Olsen, to lease ground associated with construction of a new aircraft hangar. The applicant has reviewed the development with the Airport Board, submitted the development plan for approval by the airport, and has met requirements for a building permit to be issued. The applicant has reviewed the terms of the lease and will use the hangar for aviation purposes, primarily commercial leasing of aircraft parking and storage. The applicant will comply with the airport's minimum standards for commercial operations.

Approval Process:

A majority vote of the Council is needed to approve the request.

Budget Impact:

The approval will allow for the airport to receive the ground rent & fees associated with the parcel and the lessee's operation.

Regulatory Impact:

The airport's ground lease agreements are prepared by the City Attorney and terms of the agreement are wide ranging in the requirements to protect the interests of both parties. The agreements are also subordinate to the federal, state, and local laws and regulations required of the airport and the tenants.

Conclusion:

Staff recommends that the City Council approve the request for an Airport commercial ground lease agreement with Gregg Olsen & Erin Callen, and authorize the Mayor to sign the agreement.

Attachments:

Airport ground lease agreement

AIRPORT GROUND LEASE AGREEMENT- COMMERCIAL USE

THIS AIRPORT LEASE AGREEMENT ("Lease") is made effective the 1st day of December, 2021, by and between the **CITY OF TWIN FALLS, IDAHO**, hereinafter referred to as "Lessor", and Gregg Olsen and Erin Callen hereinafter referred to as "Lessee".

The parties hereto agree as follows:

1. Description of Property. In consideration of the rental payments specified below, the Lessor hereby leases to the Lessee the below-described property, hereinafter called the "Premises":

Block 11 Lot 3 consisting of 18,000 square feet at Joslin-Field – Magic Valley Regional Airport ("Airport"), as depicted on Exhibit A attached hereto.

2. Inspection of the Premises. Lessee acknowledges and agrees that Lessee has inspected the Premises, is thoroughly familiar with its condition and accepts the Premises in its present condition, and further acknowledges and agrees that Lessor has not made, and does not hereby make, any representations, warranties, or covenants of any kind or character whatsoever with respect to the condition of the Premises, either express or implied, and, in addition, Lessee hereby represents that Lessee is not relying on any warranties, promises, guaranties, or representations made by Lessor or anyone acting or claiming to act on behalf of Lessor in leasing the property. Lessee is satisfied with the condition of the property and leases the Premises "AS IS" for all purposes, including all unknown environmental problems and latent defects.

3. Use of Premises. The intent of this Lease is to promote aviation uses within the aircraft operating areas of the airport. At all times during the term of this Lease, the property shall be used and operated by Lessee for Commercial Hangar Leasing for Aircraft Storage and Specialized Commercial Aviation Services to provide such goods and services and conduct such activities as permitted by Lessor, and the Rules and Regulations and Minimum Standards of the Airport and Twin Falls City and County Ordinance, as currently in existence or as hereafter adopted.

Lessee is prohibited from developing residential living quarters on the Premises. The unauthorized development of residential living quarters on the Premises shall be an event of default and Lessor may declare this Lease and/or any noncomplying subleases null and void.

Premises are to be operated for aeronautical purposes only. Aeronautical uses include, but are not limited to storage of active aircraft, final assembly of aircraft under construction, maintenance, repair, or refurbishment of aircraft, and storage of aircraft handling, equipment tools and materials necessary to support aeronautical uses. (See FAA Hangar Use Policy)

4. Right of Access. Lessee shall have the right of ingress and egress to the Premises by way of access roads, runways, taxiways, and aprons in common with others, pursuant to applicable FAA rules and regulations and rules and regulations promulgated by Lessor. Lessee hereby agrees not to use the runways, taxiways, and aprons or access roads in such a manner as to obstruct or prevent others from the right of use or travel.

5. Term of Lease. The initial term of this Lease shall commence on the first day of December, 2021, and end on the 30th day of September, 2046. At the expiration of the initial term, Lessee may extend this Lease for one (1) additional fifteen (15) year term on such terms and conditions as the parties may agree, after giving written notice to the Lessor three hundred sixty-five (365) days prior to the expiration of the initial term. If no agreement is reached as to terms and conditions prior to the expiration of the initial term, this Lease shall terminate as provided herein.

In the event Lessee shall continue to occupy the leased Premises beyond the initial term of the Lease or any extension thereof and/or the parties are unable to agree as to the terms and conditions of any renewal, continued occupancy of the Premises by Lessee shall not constitute a renewal or extension of the Lease, but shall create a tenancy from month to month on the same terms and conditions of the expired initial term, which tenancy may be terminated at any time by Lessor giving thirty (30) days written notice to Lessee.

6. Rent.

(a) Rental for the period December 1, 2021 through September 30, 2021 shall be at the rate of \$.168 per sq. ft. for a pro-rated annual amount of \$ 2,520.00.

(b) Rent Escalation. The parties agree that rent for the Premises shall be subject to escalation on October 1 of each year following the commencement of this Lease. For purposes of determining future rents, the base rent payment effective October 1, 2021 shall be \$.168 per square foot per year (Annual index base period for 2003 of 184.0=100). The annual change in the rent payment shall be directly proportional to the percent change in the Annual Consumer Price Index (CPI) for all urban consumers (CPI-U, U. S. City Average, all items, unadjusted basis, index base period (1982-84=100)). For example, the rent payment effective October 1, 2021 was calculated as follows:

Annual CPI for 2020	258.811	
Less Annual CPI for 2019	255.657	
Equals index point change	3.154	
Divided by Annual CPI for 2019	255.657	
Equals X	0.012	
Result X multiplied by 100	0.012 X 100	
Equals percent change	1.2%	
Prior rent (effective 10/1/2020)		0.166
Add percentage change	1.2%	0.002
New rent per square foot (effective 10/1/2021)		0.168

Future rents shall be calculated in accordance with the above formula. The rent payment shall be increased each October 1 if there is a positive percent change, but never decreased; provided, however, if the rent increase in any given year exceeds five percent (5%), then the proposed rent increase shall be presented to the City Council for hearing and approval pursuant to I.C. § 63-1311A.

In the event that the Consumer Price Index becomes unavailable during the term of this lease or any renewal, the parties agree that its closest successor index in the judgment of Lessor shall be applied to calculate the annual rent payment.

7. Outside Storage. Lessee is prohibited from storing any personal property outside the buildings on the Premises except personal property necessary to Lessee's commercial aviation activity. Storage of such permitted personal property shall comply with all city, county and state codes and National Fire Protection Association Standard 409, shall not interfere with utility easements and shall not constitute an unattended obstacle as defined in the Airport Rules and Regulations.

8. Signage. Lessee shall not erect, maintain, or display upon the outside of any improvements on the leased Premises any signs unless permitted by Twin Falls City Code.

9. **Utilities.** Throughout the Term, Lessee agrees to pay for all water, gas, electricity, power and other utilities used in or about said Premises.

10. **Premises Improvements.**

A. **Maintenance.** Lessee shall have sole responsibility for maintenance of the Premises. All personal property, including buildings and structures, on the Premises, shall be at the risk of Lessee. Lessee shall keep and maintain the Premises and all improvements thereon, in good and substantial repair and condition, including the exterior thereof, and shall make all necessary repairs and alterations thereto.

Lessee shall provide proper containers for trash and garbage, and shall keep the Premises free and clear of rubbish, debris, litter and weeds. In the event that Lessor determines that Lessee has failed to comply with the terms of this Section, Lessor may, but shall have no obligation to, take such action as is required by this Section, and may charge Lessee the actual cost incurred to bring the Premises into compliance with this Section or a reasonable fee for such services.

Snow removal on the Premises is the sole responsibility of Lessee. Snow removal may be performed by Lessor as a courtesy to Lessee on a fee or non-fee basis unless Lessee instructs Lessor in writing that Lessee does not desire to have Lessor remove snow. Lessor may cease to provide snow removal to Lessee or snow removal may not be provided on a particular occasion at Lessor's sole discretion.

Lessee shall not permit parking on the Premises unless the parking areas have been excavated to the proper sub grade and backfilled with an amount of gravel as specified by Lessor. Lessee shall keep the Premises in good maintenance and repair, and shall repair at Lessee's sole cost and expense, all property, ground, runways, taxiways, and any and all property belonging to Lessor that is damaged or altered by Lessee in maintaining or operating on the Premises.

Lessee shall also have sole responsibility for the maintenance of the access apron adjacent to the Premises, if any, that provides the Premises with access to airport taxiways. Lessee shall be liable for any claim, liability, loss, or damage arising by reason of the injury to or death of any person or persons or by reason of damage to any property, caused by the condition of the access apron, or the acts or omissions of Lessee, its agents, invitees, licensees, subtenants, assignees, occupants and users of the Premises or any person in or on the access apron with the express or implied consent of the Lessee. Lessee shall indemnify and hold the Lessor harmless from all such liability.

In the event that Lessee's personal property is damaged by Lessor's equipment or personnel, Lessor agrees to reimburse Lessee reasonable replacement or repair costs for any such damages incurred.

B. **Construction.** Lessee shall not alter, replace, demolish or add to existing facilities or construct new facilities on the Premises, or make any contract therefor, without first demonstrating compliance with the Airport Development Guidelines in effect or as hereinafter adopted and procuring Lessor's written consent.

In the event that Lessee desires to alter, replace, demolish, or add to existing improvements or construct new improvements on the Premises, all alteration, replacement, demolition, addition or new improvement final plans and specifications, site-use plans and architectural renderings thereof shall be submitted to and approved by Lessor and the Federal Aviation Administration, if applicable, prior to the commencement of any construction. All new construction, demolition and construction of alterations, replacements or additions to existing improvements must be substantially completed within one (1) year

of the date of Lessor's approval and fully completed within eighteen (18) months of the date of Lessor's approval. The demolition of existing buildings and all alterations, replacements, additions and new facilities shall comply with all laws and ordinances relating thereto. All work with respect to any alterations, additions, or new improvements must be done in a good and workmanlike manner and diligently prosecuted to completion. Lessee shall see to it that such construction shall not cause dust outside the Premises or be a nuisance to any other Lessees.

C. Damage or Destruction of Premises Improvements. If any improvement upon the Premises is damaged or totally destroyed, Lessor shall give Lessee written notice of such damage or destruction within 30 days. Lessee shall commence repair or restoration of the improvement within six (6) months from the date of such notice and complete the repair or restoration within one (1) year from the date of such notice. If Lessee fails to comply with the terms of this paragraph, Lessor shall have the option of demolishing the damaged or destroyed improvement at the expense of Lessee.

D. Relocation or Removal of Improvements. Lessor, in its sole discretion, reserves the right to further develop or improve the Airport facilities and property, including the right to cause any structure or improvement to be removed or relocated on the Airport, as Lessor sees fit, to take any action Lessor considers necessary to protect the instrument approaches of the Airport against obstructions, to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

In the event Lessor elects to have a structure or improvement owned by Lessee removed or relocated, Lessor shall give Lessee six (6) months prior notice and offer Lessee an alternate site if, in the opinion of Lessors, a suitable site is available on Airport property. If no alternate site is offered or Lessee chooses not to relocate, this Lease may be terminated by either party.

If Lessor exercises its right under this paragraph to cause Lessee to remove his hangar from the Premises and relocate it to another location, Lessor agrees to pay Lessee the cost of relocating the hangar. If Lessor causes Lessee to remove its hangar from the Airport, Lessor agrees to pay Lessee the fair market value of Lessee's hangar, at which time the hangar shall become the property of Lessor.

11. Liens. Lessee shall keep the Premises free and clear of any and all liens in any way arising out of the construction, improvement or use of the Premises by Lessee.

12. Taxes and Assessments. Lessee shall pay all taxes and assessments of any kind levied against the Premises during the term of this Lease and any extension thereof. Further, Lessee shall promptly pay any personal property taxes and assessments of any kind levied against Lessee's personal property as the same becomes due.

13. Fire Hazards. Lessee shall not do anything on the Premises or bring or keep anything thereon that will increase the risk of fire, or which will conflict with the regulations of the Twin Falls City Fire Department.

14. Waste Prohibited. Lessee shall not commit any waste or damage to the Premises hereby leased nor permit any waste or damage to be done thereto.

15. Taxes and Assessments. Lessee shall pay all taxes and assessments of any kind levied against the Premises during the term of this Lease and any extension thereof. Further, Lessee shall promptly pay any personal property taxes and assessments of any kind levied against Lessee's personal property as the same becomes due.

16. Compliance With Law. Lessee agrees to comply with all city, county, state and federal laws, rules, regulations and ordinances. Lessee further agrees to comply with all current Joslin Field, Magic Valley Regional Airport Rules, Regulations and Standards, now in existence, or as may be amended during the term of this Lease. By signing this Lease, Lessee acknowledges receipt of a current copy of the airport's Rules and Regulations.

17. Indemnity - Hazardous Substances. Lessee shall not engage in, and shall not permit its agents, subtenants, assignees or others under its control to engage in, an operation on the Premises or related airport facilities that involves the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of "hazardous substances" or "hazardous wastes" without the prior written consent of Lessor, which may be withheld or granted in Lessor's sole discretion.

As used herein, the term "hazardous substance" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state of Idaho or the United States government, including but not limited to: (A) any substance designated pursuant to section 311(b)(2)(A) of the Federal Water Pollution Control Act [33 U.S.C. 1321(b)(2)(A)]; (B) any element, compound, mixture, solution, or substance designated pursuant to 42 U.S.C. 9602; (C) any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act [42 U.S.C. 6921] (but not including any waste the regulation of which under the Solid Waste Disposal Act [42 U.S.C. 6901 et seq.] has been suspended by Act of Congress); (D) any toxic pollutant listed under section 307(a) of the Federal Water Pollution Control Act [33 U.S.C. 1317(a)]; (E) any hazardous air pollutant listed under section 112 of the Clean Air Act [42 U.S.C. 7412]; (F) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to section 7 of the Toxic Substances Control Act [15 U.S.C. 2606]; and (G) any substance that may in the future be defined as "hazardous" by amendment to existing federal, state and local laws and regulations. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under (A) through (F) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). The term "environmental law(s)" as used herein shall include, without limitation, the foregoing listed laws, regulations and ordinances and state analogs of such laws.

Lessee shall indemnify, defend and save Lessor harmless from all cleanup costs, investigation and monitoring costs, costs of providing alternative sources of drinking water to neighbors, property damage costs, injury/health-related costs, litigation costs (including, but not limited to attorney's fees, accountant's fees, consultant's fees, costs on appeal, expert witness costs), losses and damages related to third parties, all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges of hazardous substances or wastes by Lessee, its employees, agents, invitees, licensees, subtenants or assignees and others under its control, in or about the Premises and related airport facilities or arising under or on account of any environmental law or similar applicable laws or regulations that occur during the term of this Lease, and from all fines, suits, procedures, claims and actions of any kind arising out of Lessee's failure to provide all information and take all actions required by any Federal, state or local authority, or arising out of Lessee's failure to cause its employees, agents, invitees, licensees, subtenants, assignees or others under its control to do the same. Lessee's obligations and liabilities under this paragraph shall survive the expiration or early termination

of this Lease and continue so long as Lessor remains responsible for any spills or discharges of hazardous substances or wastes in or about the Premises that occur during the Term.

18. Care of Petroleum Products and Other Material by Lessee. Lessee shall handle, use, store and dispose of petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport Rules and Regulations. Lessee shall, at Lessee's own expense, comply with, and cause all its employees, agents, invitees, licensees, subtenants, assignees and others under its control on the Premises and related airport facilities to comply with all local and state environmental laws, rules and regulations, the Comprehensive Environmental Response, Compensation & Liability Act (42 U.S.C. § 9601 *et seq.*), and all other applicable federal laws, rules and regulations, and any and all amendments thereto or hereafter promulgated.

Lessee shall not cause or suffer to occur a release, discharge, spillage, uncontrolled loss, seepage or filtration of oil or petroleum or chemical liquids or solids, liquid or gaseous products or hazardous substance as defined in Paragraph 17 at, upon, under or within the Premises, or related airport facilities, including the storm sewer or any contiguous real estate. Lessee shall not permit its employees, agents, invitees, licensees, subtenants, assignees or others under its control on the Premises and related airport facilities to engage in any activity that could lead to the imposition of liability under any environmental laws or similar applicable laws or regulations. Should "hazardous substances" and/or "hazardous wastes" be released, spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Lessee, its employees, agents, invitees, licensees, subtenants, assignees or others under its control on the Premises or related airport facilities, Lessee shall be responsible for the cleanup, containment and abatement of such contamination at Lessee's sole cost and expense. Should the Lessee fail to do so within a reasonable time frame, Lessor, at its option, but without obligation, may take any reasonable and appropriate action in Lessee's stead. Lessee shall pay the cost of such remedial action upon delivery to Lessee of an itemization of the costs incurred.

Lessee shall comply strictly and in all respects with the requirements of all applicable environmental laws and with all similar applicable laws and regulations and shall notify appropriate governmental agencies, Lessor and the Airport Manager promptly in the event of any spill or release, or hazardous substance upon the Premises or related airport facilities and shall promptly forward to the Lessor and the Airport Manager copies of all orders, notices, permits, applications, or other communications and reports in connection with any such spill or release, or any other matters relating to environmental laws or related regulations or any similar applicable laws or regulations, as they may affect the Premises.

19. Hold Harmless. Lessee shall indemnify and hold the Lessor and the property of the Lessor, including the Premises, free and harmless from any and all claims, liability, loss, damage or expense, except in the event of the Lessor's sole negligence or willful misconduct, resulting from Lessee's occupation and use of the Premises and related Airport facilities and Lessee's business operations conducted at Joslin Field – Magic Valley Regional Airport, including any claim, liability, loss, or damage arising by reason of injury to or death of any person or persons or by reason of damage to any property caused by Lessee's business operations at Joslin Field- Magic Valley Regional Airport, the condition of the Premises, the condition of any of Lessee's improvements or personal property in or on the Premises or Airport related facilities, or the acts or omissions of any person in or on the Premises

or Airport related facilities with the express or implied consent of the Lessee, including but not limited to the Lessee, its employees, agents, invitees, licensees, subtenants, assignees, concessionaires, occupants and users of the Premises. Provided however, Lessee shall have no obligation to indemnify and hold the Lessor harmless for claims, liability, loss, damage or expense directly resulting from Lessor's negligence or willful misconduct except by way of liability insurance required in Paragraph 20. Lessor shall not be liable for any personal injury or property damage which may be sustained by Lessee, its employees, agents, customers or other persons, that occurs on the Premises, or at Joslin Field – Magic Valley Regional Airport that are the direct result of the activities of the Lessee, its employees, agents, invitees, licensees, subtenants, assignees, concessionaires, occupants and users of the Premises, and Lessee agrees to indemnify and hold Lessor harmless from such liability.

Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the Premises or related Airport facilities for purposes of Lessee's business arising from physical damage to the Airport real property. Further, the parties agree that Lessor shall not be liable for any damages arising from any act or neglect of any other tenant of Lessor.

Lessor shall not be liable for any damages arising from any act or neglect of any other tenant of Lessor.

20. Insurance. At all times during the term of this Lease, Lessee shall, at its expense, keep property insurance in force insuring all the improvements on the Premises against loss and damage (including but not limited to coverage for damage due to fire, windstorm, hail, or other weather-related cause) in an amount of the replacement cost of all the improvements, with Lessor designated as loss payee, as Lessor's interests may appear.

Lessee shall also maintain, at its expense, a policy of public liability insurance covering Lessee's occupation and use of the Premises at Joslin Field-Magic Valley Regional Airport, designating Lessor as an additional insured and protecting Lessor and Lessee against all claims for personal injury, death and property damage occurring upon, in or about the demised Premises and related Airport facilities relating to or arising out of Lessee's occupation and use of the Premises, with limits of at least \$1,000,000.00 combined single limit each occurrence for personal injury and property damage; all said insurance to protect, hold harmless, and indemnify Lessor not only against any and all such liability, but also against all loss, expenses and damage of any and every sort and kind, including costs of investigation, attorneys' fees and other costs of defense, subject to policy terms, conditions, limitations and exclusions. With respect to the coverages required in this paragraph, the parties agree that Lessee's policy or policies shall be primary to any other valid and collectible insurance available to Lessor. Lessee is responsible to maintain the insurance requirements for the operations of Lessee stated within the airport's Minimum Standards for Commercial Aeronautical Activities. The above required insurance shall be maintained with an insurance carrier, or insurance carriers, satisfactory to Lessor and shall not be subject to cancellation except after at least ten (10) days' prior written notice to Lessor. Lessee shall provide Lessor with copies of the policy or policies for said insurance, or duly executed certificate or certificates for the same, showing full compliance to date with the requirements of this section, and shall at all times keep current policies or certificates on deposit with Lessor.

21. Right of Inspection. Lessor shall have the right to enter the Premises at any reasonable time to examine the same and to ensure compliance with this Lease.

22. **Security.** Throughout the Term of this Lease and any extension or renewal thereof, Lessee shall have the use of, and access to, the Air Operations Area and agrees to comply with all federal security regulations.

23. **Licenses, Fees and Permits.** Lessee shall purchase and maintain all licenses and permits, and pay all fees required of Lessee, under any federal, state and local law or regulation to conduct Lessee's operation at Joslin Field-Magic Valley Regional Airport.

24. **Lessee's Default.** Time and the strict and faithful performance of each and every one of the terms, covenants and conditions of this Lease is expressly made the essence of this agreement.

A. **Events of Default.** The following shall constitute a default of the Lease.

- i. Failure of Lessee to pay rent or any other charge within thirty (30) days after the same is due.
- ii. Failure of Lessee to comply with any term, covenant or condition of the Lease, other than as specified in Paragraph i. above, within thirty (30) days after written notice by Lessor to Lessee specifying the nature of the term, condition or obligation breached.
- iii. Abandonment of the Premises for a period of ninety (90) consecutive days and Lessee's failure to reoccupy the Premises within ten (10) days after written notice by Lessor to Lessee of the abandonment.

Lessors shall be entitled to recover from Lessee the reasonable amount of attorney's fees and costs incurred by Lessors in determination of a breach and Lessors' notification of that breach to Lessee, which fees and costs shall be paid to Lessors within thirty (30) days after Lessee's receipt of Lessors' written demand therefor.

B. **Remedies upon Default.** If there is a default by Lessee under this Lease, Lessors may, at Lessors' election, either in law or equity, seek performance of the term, condition or obligation of this Lease or without further notice or demand, declare this Lease terminated and re-enter the Premises to repossess and enjoy the same.

C. **Damages.** In the event of termination, Lessor shall be entitled to recover as damages the reasonable costs of re-entry and reletting, including without limitation the reasonable attorney's fees and costs incurred to regain possession of the Premises, the cost of any clean up, refurbishing, removal of Lessee's improvements, fixtures and personal property, and to pay all other reasonable and necessary expenses or commissions paid by Lessor in re-leasing the Premises.

D. **Cure.** In the event of notification of a breach of any term, condition or obligation by Lessee and Lessee does in fact cure such breach, then and in that event, Lessee shall pay all reasonable attorney's fees and costs incurred by Lessor in determination of the breach and notification of the breach to Lessee. If Lessee shall have defaulted in the performance of any (but not necessarily the same) terms, conditions or obligations for two or more times during any five-year-period during the term or any renewal thereof, then such conduct shall, at the election of the Lessor, represent a separate event of default which cannot be cured by Lessee. Lessee acknowledges that the purpose of this provision is to prevent repetitive defaults which work a hardship upon Lessor and deprive it of timely performance by Lessee hereunder.

25. **Termination.** In addition to the right to terminate this Lease as provided in Paragraph 24, Lessor shall have a right to terminate this Lease upon thirty (30) days written notice for any of the following reasons:

A. If Lessor determines that the Premises is necessary or required for developing or maintaining the Airport or Lessor determine in accordance with the Airport Master Plan and FAA-approved Airport Layout Plan, to construct, repair, alter, develop or improve Magic Valley Regional Airport – Joslin Field, including but not limited to the buildings, parking, lighting, runways, airspace designation, which alteration, development or improvement requires Lessee to remove any structure from the leased Premises. If Lessor exercises its right under this paragraph to cause Lessee to remove his hangar from the Premises and relocate it to another location, Lessor agrees to pay Lessee the cost of relocating the hangar. If Lessor causes Lessee to remove its hangar from the Airport, Lessor agrees to pay Lessee the fair market value of Lessee's hangar, at which time the hangar shall become the property of Lessor.

B. If any federal, state or local court or authority mandates a change in the operations of the Airport facility which necessitates the removal of any structure on the leased Premises.

C. The permanent abandonment of the Airport as an air terminal.

D. The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control, or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to interfere with Lessee's use and enjoyment of the Premises for a period of at least ninety (90) days.

E. To terminate or amend this Lease to bring it into compliance with any requirements of the state of Idaho or the federal government to obtain or retain eligibility for government loans, grants, aid or funding.

F. Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

G. Lessee's failure to replace any improvements which may have been destroyed within the time allowed in Paragraph 10C.

The parties agree that Lessor shall have no liability to Lessee for damages or costs incurred by Lessee if termination of this Lease occurs under paragraphs B through G.

26. Lessee's duties upon Termination or Expiration. Upon the termination or expiration of this Lease, Lessee agrees to do the following:

A. Lessee's Personal Property. Upon the termination or expiration of this Lease, Lessee agrees to remove all of Lessee's personal property at Lessee's sole cost and expense, including but not limited to:

- i. All fuel storage tanks used by Lessee or under its control in accordance with all applicable statutes or regulations shall be removed prior to the termination or expiration of this Lease;
- ii. All personal property, including trade fixtures, owned or leased by Lessee and used upon the Premises shall be removed prior to the termination or expiration of this Lease.

B. Lessee's Improvements. All improvements, including but not limited to all structures and buildings, shall be removed and the real property restored to a condition acceptable to Lessor within one hundred eighty days of the termination or expiration of this Lease. During this period, Lessee shall continue to pay Lessor rent for the Premises on a prorated daily basis which rent shall be due and payable on the 1st day of each month for the previous month.

C. Removal or Sale. Prior to and within this one hundred eighty-day-period, Lessee shall have the right to sell its personal property, including improvements, to a third party, however, the

personal property must be removed from the Premises or a new Lease executed with Lessor within the one hundred eighty-day-period. If Lessee fails to remove all personal property, including improvements, and restore the Premises within (180) days of the termination or expiration of this Lease, Lessor shall have the right, but not the obligation, to purchase the personal property, including improvements, for the sum of One and No/100 (\$1.00) Dollar. Lessee agrees to execute all documents necessary to transfer title to the personal property from Lessee to Lessor and thereafter Lessee shall have no further right, title or interest in the above-described personal property and Lessor shall be entitled to possession and ownership of the personal property, including improvements. In the alternative, Lessor may remove the same and restore the Premises, at Lessee's sole cost and expense, which amount shall be immediately due and payable to Lessor upon completion of the removal.

D. Environmental Condition. Lessee further agrees to surrender the Premises free from environmental contamination of any kind caused by Lessee, its employees, agents, invitees, licensees, concessionaires, subtenants, assignees, occupants and users of the Premises during the term of this Lease.

27. Lessee's Right To Terminate. Lessee shall have the right to terminate this Lease upon the following events:

A. default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and Lessor's failure to cure said default within sixty (60) days after Lessee having first given Lessor written notice of the default;

B. permanent abandonment of the Airport; or,

C. a final court order prohibiting Lessee from conducting all of the permitted uses of the Premises described in this Lease.

28. Condemnation. In case of a taking by eminent domain ("Taking") by the United States of America, other than for temporary use, of either (a) the entire Premises, or (b) such a substantial part of the Premises as shall have the result that the portion of the Premises remaining after such Taking (even if restoration were made) will be economically unsuitable for the uses to which the Premises was put prior to the Taking, this Lease shall terminate as of the date of the transfer of possession to the United States of America. In the event of a Taking of a portion of the Premises that is not a Total Taking, then and in that event this Lease shall remain in full force and effect as to the portion of the Premises remaining immediately after such Taking and rent shall be reduced on a square footage basis at the then applicable rental rate provided for in Paragraph 6 of this agreement. In no event shall Lessor be liable to Lessee for any damages sustained by Lessee as a result of a taking by eminent domain by the United States of America.

Neither the execution of this Lease, nor any provision of this Lease shall affect in any way Lessor's right to condemn the Premises herein granted under its power of eminent domain.

29. Future Construction by Lessor. Lessor reserves the right to enter upon that portion of the leased Premises outside of the structures and perform whatever construction is necessary to provide a concrete or asphalt surface at no cost to the Lessee. The Lessor also retains that portion of the leased Premises, outside the structures, as a general utility easement and any surface disturbed by the Lessor in constructing a utility shall be restored to its original condition by the Lessor.

30. Inconvenience during Construction. Lessee recognizes that from time to time during the term of this Lease it will be necessary for Lessor to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance and/or repair in order that the Airport

and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or interrupt operations at the Airport. Lessee agrees that no liability shall attach to Lessor, its officers, agents, employees, contractors, subcontractors, and representatives by reason of such inconveniences or interruption, and for and in further consideration of the premises, Lessee waives any right to claim damages, including but not limited to lost profits, or other consideration therefore, provided, however, that this waiver shall not extend to, or be construed to be a waiver of, any claim for physical damage to property resulting from Lessor's negligence or willful misconduct.

31. Non-exclusive Right. Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public, and Lessor reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

32. Nondiscrimination.

(a) Lessee, its successors in interest and assigns, hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to 49 C.F.R. Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) Lessee, its successors in interest and assigns, hereby covenants and agrees, as a covenant running with the land, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of any facilities; (2) that in the construction of any improvements on, over, or under such land for the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be discriminated against and Lessee shall comply with all other 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 - 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 preceding nondiscrimination covenants, Lessor shall have the right to terminate this Lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. In the event of noncompliance with the preceding nondiscrimination covenants, Lessee hereby authorizes Lessor to take such action as the federal government may direct to enforce this covenant, and Lessee also authorizes the federal government to take appropriate action to enforce compliance, including the right to seek judicial enforcement.

Further, with respect to the leased Premises, Lessee agrees to undertake any corrective action or affirmative action required of Lessor or Lessee by the Federal Aviation Administration because of Lessee's actions or inactions.

33. Subordination. This Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement of Lessor for federal funds for the development of the Airport.

34. No Partnership. Nothing contained in this Lease shall create or be construed as creating a partnership, joint venture, or employment relationship between Lessor and Lessee. Neither Lessor nor Lessee shall be liable, except as otherwise expressly provided in this Lease, for any obligations or liabilities incurred by the other. Lessee expressly agrees to indemnify and hold Lessor, and the property of the Lessor, including the Premises, free and harmless from any and all obligations and liabilities incurred by Lessee in conducting aviation-related activities or any other activities on the Premises.

35. Assignments and Subleases. Lessee may sublease the Premises or assign this Lease for the uses described in Section 3 after first obtaining Lessor's written consent. Said consent will not be unreasonably withheld.

A. After any permitted assignment the assignee shall be considered the lessee and accorded the rights conferred upon the assignor by this Lease. However, the assignor shall not be released from any past, present or future obligations under the terms of this Lease resulting from Lessee's occupation and use of the Premises and related Airport facilities prior to the effective date of the assignment.

B. Any sublease or assignment permitted must comply with the following terms and conditions:

- (i) all subleases and assignments must comply with the terms of this Lease;
- (ii) all subleases of hangars or hangar space for private hangar use, including each bay of multiple-bay structures, must be used primarily for aviation purposes, with other uses occurring concurrently;
- (iii) all subleases for private uses must comply with the terms of the standard lease agreement for private hangars approved for use at the Airport at the time of the sublease,
- (iv) no construction of additional facilities is allowed by a sublessee; and
- (vii) subleasing by a sublessee is prohibited.

36. Attorney's Fees. In the event that any controversy relating to this Lease is brought in a court of law, including any bankruptcy or appeal proceeding, the prevailing party shall be awarded its attorney fees and costs.

37. Waiver. Waiver of a breach of any provision of this by any party in any particular instance shall not be deemed a waiver of any other breach of this Lease.

38. Notices. All notices required to be given to each of the parties hereto under the terms of this Agreement shall be given by depositing a copy of such notice in the United States mail, postage prepaid and certified, return receipt requested, to the respective parties hereto at the following addresses:

Lessor: Joslin Field, Magic Valley Regional Airport
c/o City of Twin Falls
P.O. Box 1907
Twin Falls, Idaho 83303-1907

Lessee: Gregg Olsen & Erin Callen
1616 Addison Ave East
Twin Falls, Idaho 83301

or to such other address as may be designated in writing and delivered to the other party. All notices given by certified mail shall be deemed completed as of the date of mailing.

39. Survival of Obligations. In the event of early termination of this Lease by either party as permitted under this Lease, neither party shall accrue any further obligations under this Lease as of the effective date of such early termination; provided, however, the obligations of a party that are expressly stated in a provision of this Lease as surviving expiration or sooner termination thereof shall continue in accordance with the terms of that Lease provision.

40. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings between the parties relating to the subject matter. Any modifications or amendments to this agreement must be made in writing and signed by both parties.

41. Binding Effect. The provisions and stipulations hereof shall inure to the benefit of and bind the assigns and successors in interest of the respective parties hereto.

IN WITNESS WHEREOF, the Lessor and Lessee execute this Airport Lease Agreement-Commercial Use, as of, but not necessarily on, the day and year first above written.

LESSOR:
CITY OF TWIN FALLS, IDAHO,
a municipal corporation,

By _____
Mayor

LESSEE:
Gregg Olsen _____

By _____

LESSEE:
Erin Callen _____

By _____



Date: Monday, December 20, 2021
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Consent Calendar

Request: Consideration of a request to approve a 30-acre ground lease with Magic Valley MX Club for the operation of a motocross track adjacent the Magic Valley Speedway

Background: The airport has been working with the applicant, Jake Barfuss, MX Club President, to lease ground associated with the construction and operation of a Motocross track. The applicant has been granted a Special Use Permit by Twin Falls County, consulted with the TFCC, TFHD, submitted a development plan to the Airport Manager, and reviewed the project with the Airport Board.

Approval Process: A majority vote of the City Council is needed to approve the request.

Budget Impact: The approval will allow for the airport to receive annual ground rent (subject to CPI escalation) associated with the parcel and the lessee's operation.

Regulatory Impact: The airport's ground lease agreements are prepared by the City & County Attorney and terms of the agreement are wide ranging in the requirements to protect the interests of both parties. The agreements are also subordinate to the federal, state, and local laws and regulations required of the airport and the tenants.

Conclusion: Staff recommends that the City Council approve the request for the ground lease agreement with Magic Valley Motocross, and authorize the Mayor to sign the agreement.

Attachments: Motocross Ground Lease

LEASE AGREEMENT

Magic Valley Motocross

THIS LEASE AGREEMENT ("Lease") is made effective the 1st day of October 2021, by and between the **CITY OF TWIN FALLS, IDAHO and COUNTY OF TWIN FALLS, IDAHO**, hereinafter referred to as "Lessor" and Magic Valley Mx Club MVMX, hereinafter referred to as "Lessee."

The parties hereto agree as follows:

1. Description of Property. In consideration of the rental specified below, the Lessor hereby leases to the Lessee the following described real property, hereinafter called the "Premises":

Approximately 30 acres of land as further described in "**Appendix A**" attached hereto and incorporated herein by reference.

2. Inspection of the Premises. Lessee acknowledges and agrees that Lessee has inspected the Premises, is thoroughly familiar with its condition and accepts the Premises in its present condition, and further acknowledges and agrees that Lessor has not made, and does not hereby make, any representations, warranties, or covenants of any kind or character whatsoever with respect to the condition of the Premises, either express or implied, and, in addition, Lessee hereby represents that Lessee is not relying on any warranties, promises, guaranties, or representations made by Lessor or anyone acting or claiming to act on behalf of Lessor in leasing the property. Lessee is satisfied with the condition of the property and leases the Premises "AS IS" for all purposes, including all unknown environmental problems and latent defects.

3. Use of Premises. The intent of this Lease is to permit Lessee utilization of the Premises for non-aviation uses, which uses shall not conflict with the use of the remaining Airport Property for commercial and general aviation purposes. During the term of this Lease, the Premises shall be used exclusively for the purpose of constructing and locating thereon structures and improvements normally associated with a Motocross (motorcycles) track. The leased Premises may also be used for Bicycles (BMX) and all-terrain vehicle (UTV/ATV) racing. Notwithstanding the foregoing, all activities conducted on the leased Premises, whether or not organized and operated by the Lessee shall comply with all applicable federal and state laws, all regulations promulgated by any regulatory agency having jurisdiction over such activities, the Rules and Regulations and Minimum Standards of the Airport, Twin Falls City ordinances and Twin Falls County ordinances, all as currently in existence or as hereafter adopted, including conditions included in any special use permit (SUP) issued by the City or County. Lessee shall not carry on or permit to be carried on upon the Premises, any unlawful business or activity or permit any person to use any part of the Premises for residential use.

4. Public Facilities. Lessee shall always provide adequate sanitary facilities upon the Premises and shall keep the same in a clean and sanitary condition. The type, location and number of toilets and other sanitary facilities shall meet all applicable requirements of the City of Twin Falls, Twin Falls County and all other governmental entities having jurisdiction of the Premises and activities conducted on the Premises.

5. **Term of Lease.** The term of this Lease shall commence on the 1st day of October 2021, and end on the 30th day of September 2046. In the event Lessee shall continue to occupy the leased Premises beyond the initial term of the Lease, continued occupancy of the Premises by Lessee shall not constitute a renewal or extension of the Lease, but shall create a tenancy from month to month on the same terms and conditions of the expired term, which tenancy may be terminated at any time by Lessor giving thirty (30) days written notice to Lessee.

6. **Initial Rent.** There will be no rent due for the period from the effective date of this agreement, October 1, 2021, through March 31, 2022. Initial rent for the period April 1, 2022, through September 30, 2022, will be in the amount of \$3,075.00. The initial rent is due and payable on April 1, 2022.

A. **Base Rent.** Lessee shall pay Lessor annually a Base Rent of \$205 per acre for the Premises, which the annual amount of \$6,150.00 is due and payable the 1st day of October 2022 and annually thereafter during the term of this Lease. The Base Rent will be adjusted begin the 1st day of October 2022 and annually thereafter pursuant to the Rent Escalation described in Paragraph B.

B. **Rent Escalation.** The parties agree that the Base Rent shall be subject to annual escalation on (October) 1st of each year following the commencement of this Lease. For purposes of determining future rents, the Base Rent listed above shall be effective October 1, 2021. (Annual index base period for 2005 of $195.3 = 100$). The annual change in the rent payment shall be directly proportional to the percent change in the Annual Consumer Price Index (CPI) for all urban consumers (CPI-U, U. S. City Average, all items, unadjusted basis, index base period (1982-84=100)). For example, a change in the rent payment effective October 1, 2021, would have been calculated as follows:

Rent Escalation Calculation		
Current Year CPI-U (2020)	-	258.811
Previous Year CPI-U (2019)	-	255.657
Current Year - Previous Year = Change	-	3.2
Change / Previous Year x 100 = % Change	-	1.25%
Previous Rent Per Acre (2020)	-	\$202.43
Current Rent Per Acre (2021)	-	\$205.00

Future rents shall be calculated in accordance with the above formula. The rent payment shall be increased each October 1 if there is a positive percent change, but never decreased; provided, however, if the rent increase in any given year exceeds five percent (5%), then the proposed rent increase shall be presented to the City Council for hearing and approval pursuant to I.C. § 63-1311A.

If the Consumer Price Index becomes unavailable during the term of this lease, the parties agree that its closest successor index in the judgment of Lessor shall be applied to calculate the annual rent payment.

7. **Outside Storage.** Lessee is prohibited from storing any personal property outside the buildings on the Premises.

8. **Signage.** Lessee shall not erect, maintain, or display any signs upon the outside of any improvements or on the leased Premises without the prior written approval of Lessor or the Airport Manager.

9. **Utilities.** During the term of this Lease, Lessee agrees to pay for all water, gas, electricity, power and other utilities used in or about said Premises.

10. **Premises Improvements.**

A. **Maintenance.** Lessee shall have sole responsibility for maintenance of the Premises. All personal property, including buildings and structures, on the Premises, shall be at the risk of Lessee. Lessee shall keep and maintain the Premises and all improvements thereon, in good and substantial repair and condition, including the exterior thereof, and shall make all necessary repairs and alterations thereto. Lessee shall provide proper containers for trash and garbage and shall keep the Premises free and clear of rubbish, debris, litter and weeds and shall not permit the accumulation of any inoperable equipment, machinery or vehicles on the Premises. In the event that Lessor determines that Lessee has failed to comply with the terms of this Paragraph, Lessor may, but shall have no obligation to, take such action as is required by this Paragraph, and charge Lessee the actual cost incurred to comply with this Paragraph or a reasonable fee for the services.

Lessee shall keep the Premises in good maintenance and repair, and further agrees to repair at its sole cost and expense, all property, and any and all property belonging to Lessor, that is damaged by Lessee in maintaining or operating on the Premises.

B. **Construction.** Lessee shall not alter, replace, demolish or add to existing facilities or construct new facilities on the Premises, or make any contract therefor, without first demonstrating compliance with the Airport Development Guidelines in effect or as hereinafter adopted and procuring Lessor's written consent.

If Lessee desires to alter, replace, demolish, or add to existing improvements or construct new improvements on the Premises, alteration, replacement, demolition, addition or new improvement final plans and specifications, site-use plans and architectural renderings thereof shall be submitted to, and approved by Lessor, and the Federal Aviation Administration, if applicable, prior to the commencement of any construction. Demolition and construction of the alterations, replacements or additions to existing improvements must be substantially completed within one (1) year of the date of Lessor's approval and fully completed within eighteen (18) months of the date of Lessor's approval. The demolition of existing buildings and all alterations, replacements, additions and new facilities shall comply with the laws and ordinances relating thereto. All work with respect to any alterations, additions, or new improvements must be done in a good and workmanlike manner and diligently prosecuted to completion. Lessee shall see to it that such construction shall not cause dust outside the Premises or be a nuisance to any other Lessees or adjacent landowners.

C. **Damage or Destruction of Premises Improvements.** If any improvement upon the Premises is damaged or destroyed, Lessor shall give Lessee written notice of such damage or destruction. Lessee shall commence repair or restoration of the improvement within six (6) months

from the date of such notice and complete the repair or restoration within one (1) year from the date of such notice. If Lessee fails to comply with the terms of this Paragraph, Lessor shall have the option of demolishing the damaged or destroyed improvement at the expense of Lessee.

D. Relocation or Removal of Improvements. Lessor, in its sole discretion, reserves the right to further develop or improve the Airport facilities and property, including the right to cause any structure or improvement to be removed or relocated on the Airport, as Lessor sees fit, to take any action Lessor considers necessary to protect the instrument approaches of the Airport against obstructions, to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Premises which, in the opinion of Lessor would limit the usefulness of the Airport or constitute a hazard to aircraft.

In the event Lessor elects to have a structure or improvement owned by Lessee removed or relocated, Lessor shall give Lessee six (6) months prior notice and offer Lessee an alternative site if in the opinion of Lessor a suitable site is available on Airport property. If no alternative site is offered or Lessee chooses not to relocate, this Lease may be terminated by either party.

11. Liens and Leasehold Mortgages. Lessee shall keep the Premises ("the ground") as specifically described in Paragraph 1, free and clear of all liens, mortgages and encumbrances of any kind in any way arising out of the construction, improvement or occupation of the Premises by Lessee. Provided, however, Lessor agrees that Lessee shall have the right to mortgage and collaterally assign its interests in this Lease, including without any limitation granting security interests for Small Business Administration loans, subject to the terms of this Lease Agreement. In no event and under no circumstances shall this Paragraph or anything contained elsewhere in this Lease be deemed or construed to require, allow or constitute a subordination of Lessor's fee simple interest in the premises to any borrowing or other obligations of Lessee.

12. Taxes and Assessments. Lessee shall pay all assessments of any kind levied against the above demised Premises during the term of this Lease. Further, Lessee shall promptly pay any personal property taxes and assessments of any kind levied against Lessee's personal property as the same becomes due.

13. Fire Hazards. Lessee shall not do anything on the Premises or bring or keep anything thereon that will increase the risk of fire, or which will conflict with the regulations of the Twin Falls City Fire Department.

14. Waste Prohibited. Lessee shall not commit any waste or damage to the Premises hereby leased nor permit any waste or damage to be done thereto.

15. Compliance With Law. Lessee agrees to comply with all Municipal, County, State and Federal laws, rules, regulations and ordinances. Lessee further agrees to comply with all current Joslin Field - Magic Valley Regional Airport Rules and Regulations, Minimum Standards, and applicable sections of the Airport Security Plan now in existence, or as hereafter adopted and/or amended during the term of this Lease. By signing this agreement, Lessee acknowledges receipt of a current copy of the Airport Rules and Regulations.

Lessee further agrees to comply with all federal, state, and local laws, rules, and regulations regarding the use of drone aircraft, unmanned aerial systems (UAS) and unmanned aerial vehicles, (UAV), as defined by the Federal Aviation administration. Any use of such unmanned aerial system will include coordination with and approval from airport Operations personnel and the airport FAA control tower.

16. Indemnity - Hazardous Substances. Lessee shall not engage in, and shall not permit its agents, subtenants, assignees or others under its control to engage in, an operation on the Premises or related airport facilities that involves the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of “hazardous substances” or “hazardous wastes” without the prior written consent of Lessor, which may be withheld or granted in Lessor’s sole discretion.

As used herein, the term “hazardous substance” means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state of Idaho or the United States government, including but not limited to: (A) any substance designated pursuant to section 311(b)(2)(A) of the Federal Water Pollution Control Act [33 U.S.C. 1321(b)(2)(A)]; (B) any element, compound, mixture, solution, or substance designated pursuant to 42 U.S.C 9602; (C) any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act [42 U.S.C. 6921] (but not including any waste the regulation of which under the Solid Waste Disposal Act [42 U.S.C. 6901 et seq.] has been suspended by Act of Congress); (D) any toxic pollutant listed under section 307(a) of the Federal Water Pollution Control Act [33 U.S.C. 1317(a)]; (E) any hazardous air pollutant listed under section 112 of the Clean Air Act [42 U.S.C. 7412]; (F) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to section 7 of the Toxic Substances Control Act [15 U.S.C. 2606]; and (G) any substance that may in the future be defined as “hazardous” by amendment to existing federal, state and local laws and regulations. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of this Section, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). The term “environmental law(s)” as used herein shall include, without limitation, the foregoing listed laws, regulations and ordinances and state analogs of such laws.

Lessee shall indemnify, defend and save Lessor harmless from all cleanup costs, investigation and monitoring costs, costs of providing alternative sources of drinking water to neighbors, property damage costs, injury/health-related costs, litigation costs (including, but not limited to attorney’s fees, accountant’s fees, consultant’s fees, costs on appeal, expert witness costs), losses and damages related to third parties, all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges of hazardous substances or wastes by Lessee, its employees, agents, invitees, licensees, subtenants or assignees and others under its control, in or about the Premises and related airport facilities or arising under or on account of any environmental law or similar applicable laws or regulations that occur during the term of this Lease, and from all fines, suits, procedures, claims and actions of any kind arising out of Lessee’s failure to provide all information and take all actions required by any Federal, state or local authority, or arising out of Lessee’s failure to cause its employees,

agents, invitees, licensees, subtenants, assignees or others under its control to do the same. Lessee's obligations and liabilities under this paragraph shall survive the expiration or early termination of this Lease and continue so long as Lessor remains responsible for any spills or discharges of hazardous substances or wastes in or about the Premises that occur during the Term.

17. Care of Petroleum Products and Other Material by Lessee. Lessee shall handle, use, store and dispose of petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Premises in accordance with all applicable federal, state, local and Airport Rules and Regulations. Lessee shall, at Lessee's own expense, comply with, and cause all its employees, agents, invitees, licensees, subtenants, assignees and others under its control on the Premises and related airport facilities to comply with, all local and state environmental laws, rules and regulations, the Comprehensive Environmental Response, Compensation & Liability Act (42 U.S.C. § 9601 *et seq.*), and all other applicable federal laws, rules and regulations, and any and all amendments thereto, or hereafter promulgated.

Lessee shall not cause or suffer to occur, a release, discharge, spillage, uncontrolled loss, seepage or filtration of oil or petroleum or chemical liquids or solids, liquid or gaseous products or hazardous substance as defined in Paragraph 16 at, upon, under or within the Premises, or related airport facilities, including the storm sewer, or any contiguous real estate. Lessee shall not permit its employees, agents, invitees, licensees, sublessees, assignees or others under its control on the Premises and related airport facilities to engage in any activity that could lead to the imposition of liability under any environmental laws or similar applicable laws or regulations. Should "hazardous substances" and/or "hazardous wastes" be released, spilled or escape from storage or in any way contaminate the Premises, the remaining Airport property or property adjacent to the Airport through activities of the Lessee, its employees, agents, invitees, licensees, sublessees, assignees or others under its control on the Premises or related airport facilities, Lessee shall be responsible for the clean up, containment and abatement of such contamination at Lessee's sole cost and expense. Should the Lessee fail to do so, Lessor, at its option, but without obligation, may take any reasonable and appropriate action in Lessee's stead. Lessee shall pay the cost of such remedial action upon delivery to Lessee of an itemization of the costs incurred.

Lessee shall comply strictly and in all respects with the requirements of all applicable environmental laws and with all similar applicable laws and regulations and shall notify appropriate governmental agencies, Lessor and the Airport Manager promptly in the event of any spill or release, or hazardous substance upon the Premises or related airport facilities and shall promptly forward to the Lessor and the Airport Manager, copies of all orders, notices, permits, applications, or other communications and reports in connection with any such spill or release, or any other matters relating to environmental laws or related regulations or any similar applicable laws or regulations, as they may affect the Premises.

18. Hold Harmless. Lessee and all sublessees shall indemnify and hold the Lessor and the property of the Lessor, including the Premises, free and harmless from any and all claims, liability, loss, damage or expense, except in the event of the Lessor's sole negligence or willful misconduct, resulting from Lessee's and sublessee's occupation and use of the Premises, including any claim, liability, loss, or damage arising by reason of injury to or death of any person or persons

or by reason of damage to any property caused by Lessee's or sublessee's operations on the Premises, the condition of the Premises, the condition of any of Lessee's improvements or Lessee's or sublessee's personal property in or on the Premises, or the acts or omissions of any person in or on the Premises with the express or implied consent of the Lessee including but not limited to the Lessee, its employees, agents, invitees, licensees, sublessees, assignees, concessionaires, occupants and users of the Premises. Provided however, Lessee shall have no obligation to indemnify and hold the Lessor harmless for claims, liability, loss, damage or expense directly resulting from Lessor's negligence or willful misconduct except by way of liability insurance required in Section 19. Lessor shall not be liable for any personal injury or property damage which may be sustained by Lessee or sublessees, their employees, agents, customers or other persons, that occur on the Premises, or at Joslin Field – Magic Valley Regional Airport that are the direct result of the activities of the Lessee or sublessees, their employees, agents, invitees, licensees, sublessees, assignees, concessionaires, occupants and users of the Premises, and Lessee agrees to indemnify and hold Lessor harmless from such liability.

Lessee hereby agrees with Lessor that Lessor shall not be liable for injury to Lessee's business or for any loss of income sustained by Lessee or for damage to the property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the Premises or related Airport facilities for purposes of Lessee's business. Further, the parties agree that Lessor shall not be liable for any damages arising from any act or neglect of any other tenant of Lessor.

19. Insurance. At all times during the term of this Lease, Lessee shall maintain, at its expense, a policy of public liability insurance covering Lessee's occupation and use of the Premises, designating Lessor as an additional insured and protecting Lessor and Lessee against all claims for personal injury, death and property damage occurring upon, in or about the demised Premises relating to or arising out of Lessee's occupation and use of the Premises, with limits of at least \$1,000,000.00 combined single limit each occurrence for personal injury and property damage; all said insurance to protect, hold harmless, and indemnify Lessor not only against any and all such liability, but also against all loss, expenses and damage of any and every sort and kind, including costs of investigation, attorneys' fees and other costs of defense, subject to policy terms, conditions, limitations and exclusions. Without limiting the foregoing, said policy shall cover the activities of any and all of Lessee's agents, employees, contractors, subcontractors, and all sublessees or other persons or entities using the Premises with the consent of the Lessee. With respect to the coverages required in this paragraph, the parties agree that Lessee's policy or policies shall be primary to any other valid and collectible insurance available to Lessor.

The above required insurance shall be maintained with an insurance carrier, or insurance carriers, satisfactory to Lessor and shall not be subject to cancellation except after at least ten (10) days' prior written notice to Lessor. Lessee shall provide Lessor with copies of the policy or policies for said insurance, or duly executed certificate or certificates for the same, showing full compliance to date with the requirements of this section, and shall at all times keep current policies or certificates on deposit with Lessor. If Lessee fails to comply with such requirement, Lessor may obtain such insurance and keep the same in force and effect, and Lessee shall pay Lessor upon request the premium cost thereof for the term of this Lease then unexpired.

20. Licenses, Fees and Permits. Lessee shall purchase and maintain all licenses and permits, and pay all fees required of Lessee, under any federal, state and local law or regulation

to conduct Lessee's operation on the Premises, including any conditions of any Special Use Permit (SUP).

21. Events of Default. Time and the strict and faithful performance of all terms, covenants and conditions of this Lease is expressly made the essence of this agreement.

A. The following shall constitute a default of the Lease.

- i. Failure of Lessee to pay rent or any other charge within thirty (30) days after the same is due.
- ii. Failure of Lessee to comply with any term, covenant or condition of the Lease, other than as specified in Paragraph i. above, within thirty (30) days after written notice by Lessor to Lessee specifying the nature of the term, condition or obligation breached.
- iii. Abandonment of the Premises for a period of three hundred sixty-five (365) consecutive days and Lessee's failure to reoccupy the Premises within ten (10) days after written notice by Lessor to Lessee of the abandonment.

B. Remedies upon Default. If default be made by the Lessee, Lessor may, at Lessor's election, either in law or equity, seek performance of the term, condition or obligation of this Lease or without further notice or demand, declare said Lease terminated and re-enter said demised Premises to repossess and enjoy the same.

C. Damages. In the event of termination, Lessor shall be entitled to recover as damages the reasonable costs of re-entry and reletting, including without limitation the reasonable attorney's fees and costs incurred to regain possession of the Premises, the cost of any clean up, refurbishing, removal of Lessee's improvements, fixtures and personal property, and to pay all other reasonable and necessary expenses or commissions paid by Lessor in re-leasing the Premises.

D. Cure. In the event of notification of a breach of any term, condition or obligation by Lessee and Lessee does in fact cure such breach, then and in that event Lessee shall pay all reasonable attorney's fees and costs incurred by Lessor in determination of the breach and notification of the breach to Lessee. If Lessee shall have defaulted in the performance of any (but not necessarily the same) terms, conditions or obligations for two or more times during any five-year-period during the term, then such conduct shall, at the election of the Lessor, represent a separate event of default which cannot be cured by Lessee. Lessee acknowledges that the purpose of this provision is to prevent repetitive defaults which work a hardship upon Lessor and deprive it of timely performance by Lessee hereunder.

22. Termination. In addition to the right to terminate this Lease as provided in Paragraph 21, the Parties shall have the right to terminate this Lease for any reason upon sixty (60) days written notice.

A. **Lessor.** The Lessor shall have a right to terminate this Lease upon thirty (30) days written notice for any of the following reasons:

- i. If Lessor determines that the Premises is necessary or required for developing or maintaining the Airport or Lessor determines in accordance with the Airport

Master Plan and FAA-approved Airport Layout Plan, to construct, repair, alter, develop or improve Magic Valley Regional Airport – Joslin Field, including but not limited to the buildings, parking, lighting, runways, airspace designation, which alteration, development or improvement requires Lessee to remove any structure from the leased Premises. If Lessor exercise their right under this Paragraph to cause Lessee to remove its personal property from the Premises and relocate it to another location, Lessor agrees to pay Lessee the cost of relocating the personal property. If Lessor causes Lessee to remove its personal property from the Premises, Lessor agrees to pay Lessee the fair market value of Lessee's personal property, at which time the personal property shall become the property of Lessor.

- ii. If any federal, state or local court or authority mandates a change in the operations the Airport facility which necessitates the removal of any structure on the leased Premises.
- iii. The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control, or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to interfere with Lessee's use and enjoyment of the Premises for a period of at least ninety (90) days.
- iv. To terminate or amend this Lease to bring it into compliance with any requirements of the state of Idaho or the federal government to obtain or retain eligibility for government loans, grants, aid or funding.
- v. Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.
- vi. Lessee's failure to replace any improvements which may have been destroyed within six (6) months from the date of destruction.

The Parties agree that Lessor shall have no liability to Lessee for damages or costs incurred by Lessee if termination of this Lease occurs under this section.

B. Lessee. Lessee shall have the right to terminate this Lease upon the following events:

- i. Default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and Lessor's failure to cure said default within sixty (60) days after Lessee having first given Lessor written notice of the default;
- ii. A final court order prohibiting Lessee from conducting all the permitted uses of the Premises described in this Lease.

23. Lessee's duties upon Termination or Expiration. Upon the termination or expiration of this Lease, Lessee agrees to do the following:

- A. Lessee's Personal Property.** Upon the termination or expiration of this Lease, Lessee agrees to remove all of Lessee's personal property, at Lessee's sole cost and expense:
- i. All fuel storage tanks used by Lessee or under its control in accordance with all applicable statutes or regulations shall be removed prior to the termination or expiration of this Lease;

- ii. All personal property, including trade fixtures, owned or leased by Lessee and used upon the Premises shall be removed prior to the termination or expiration of this Lease;

B. Lessee's Improvements. All improvements, including but not limited to, all structures and buildings shall be removed, and the real property restored to a condition acceptable to Lessor within one hundred eighty (180) days of the termination or expiration of this Lease. During this period, Lessee shall continue to pay Lessor rent for the Premises on a prorated daily basis which rent shall be due and payable on the 1st day of each month for the previous month.

C. Removal or Sale. Prior to and within this one hundred eighty-day-period, Lessee shall have the right to sell its personal property, including but not limited to, all concession stands, grandstands, fuel tanks and related facilities and improvements, to a third party, however, the personal property must be removed from the Premises, or a new Lease executed with Lessor within the one hundred eighty-day-period. If Lessee fails to remove all personal property, including improvements, and restore the Premises within (180) days of the termination or expiration of this Lease, Lessor shall have the right, but not the obligation, to purchase the personal property, including improvements, for the sum of One and No/100 (\$1.00) Dollar. Lessee agrees to execute all documents necessary to transfer title to the personal property from Lessee to Lessor and thereafter Lessee shall have no further right, title or interest in the above-described personal property and Lessor shall be entitled to possession and ownership of the personal property, including improvements. In the alternative, Lessor may remove the same and restore the Premises, at Lessee's sole cost and expense, which amount shall be immediately due and payable to Lessor upon completion of the removal.

D. Environmental Condition. Lessee further agrees to surrender the Premises free from environmental contamination of any kind caused by Lessee, its employees, agents, invitees, licensees, concessionaires, sublessees, assignees, occupants and users of the Premises during the term of this Lease.

24. Condemnation. In case of a taking by eminent domain ("Taking") by the United States of America, other than for temporary use, of either (a) the entire Premises, or (b) such a substantial part of the Premises as shall have the result that the portion of the Premises remaining after such Taking (even if restoration were made) will be economically unsuitable for the uses to which the Premises was put prior to the Taking, this Lease shall terminate as of the date of the transfer of possession to the United States of America. In the event of a Taking of a portion of the Premises that is not a Total Taking, then and in that event this Lease may remain in full force and effect as to the portion of the Premises remaining immediately after such Taking at a rental rate agreed to by the parties. In no event shall Lessor be liable to Lessee for any damages sustained by Lessee as a result of a taking by eminent domain by the United States of America.

Neither the execution of this Lease, nor any provision of this Lease shall affect in any way Lessor's right to condemn the Premises herein granted under its power of eminent domain.

25. Notices. All notices required to be given to each of the parties hereto under the terms of this Agreement shall be given by United States Postal Service (USPS) Certified Mail to the respective parties hereto at the following address:

Mailing Addresses	
Lessor:	Joslin Field, Magic Valley Regional Airport c/o City of Twin Falls P.O. Box 1907 Twin Falls, Idaho 83303-1907
Lessee:	MVMX c/o Jacob B. Barfuss 1174 Knollridge Rd Twin Falls, ID 83301

All notices given by certified mail shall be deemed completed as of the date of mailing.

26. Nondiscrimination.

A. Lessee, for itself, its successors in interest, and assigns, hereby covenants and agrees, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

B. Lessee, for itself, its successor in interest, and assign, hereby covenants and agrees, as a covenant running with the land, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the leased Premises; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) Lessee shall use the Premises in compliance with all other 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 - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended, to the extent that said requirements are applicable as a matter of law to Lessee; and, that in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate this Lease, and to re-enter and repossess said Premises, and hold the same as if said Lease had never been made or issued; provided, however, said termination shall be withheld until the alleged breach has been finally adjudicated and/or all procedures have been exhausted. In the event of noncompliance with the preceding nondiscrimination covenants, Lessee hereby authorizes Lessor to take such action as the Federal Government may direct to enforce this covenant, and Lessee also authorizes the Federal Government to take appropriate action to enforce compliance, including the right to seek judicial enforcement.

Further, with respect to the leased Premises, Lessee agrees to undertake any affirmative action program to the extent that one is required as a matter of law to Lessee, by 14 CFR Part 152.

27. Inconvenience During Construction. Lessee recognizes that from time to time during the term of this Lease it will be necessary for Lessor to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or interrupt operations on Airport property. Lessee agrees that no liability shall attach to Lessor, its officers, agents, employees, contractors, subcontractors, and representatives by reason of such inconveniences or interruption, and for and in further consideration of the premises, Lessee waives any right to claim damages, including but not limited to lost profits, or other consideration therefore, provided, however, that this waiver shall not extend to, or be construed to be a waiver of, any claim for physical damage to property resulting from Lessor's negligence or willful misconduct.

28. No Partnership. Nothing contained in this Lease shall create or be construed as creating a partnership, joint venture, or employment relationship between Lessor and Lessee. Neither Lessor nor Lessee shall be liable, except as otherwise expressly provided in this Lease, for any obligations or liabilities incurred by the other. Lessee expressly agrees to indemnify and hold Lessor, and the property of the Lessor, including the Premises, free and harmless from any and all obligations and liabilities incurred by Lessee in conducting its activities on the Premises.

29. Right of Inspection. Lessor reserves the right to inspect the Premises and all facilities located thereon to ensure compliance with this Lease.

30. Subordination. This Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement of Lessor for federal funds for the development of the Airport.

31. Waiver. Waiver of a breach of any provision of this Lease by any party in any particular instance shall not be deemed a waiver of any other breach of this Lease.

32. Assignments and Subleases. Lessee may sublease the Premises or assign this Lease for the uses described in Paragraph 3 after first obtaining Lessor's written consent. Said consent will not be unreasonably withheld.

A. No assignment or sublease releases the Lessee of his obligations or alters the primary liability of the Lessee to pay the rent and to perform all the Lessee's other obligations under this Lease.

B. Any sublease permitted must comply with the following terms and conditions:

- i. Lessee may sublease the Premises, or a part thereof, to other persons or organizations for the uses set forth in Paragraph 3, for periods not to exceed fifteen (15) days per event;
- ii. All subleases must comply with the terms of this Lease;
- iii. The sublessees must obtain insurance that meets the requirements of Paragraphs 18 and 19 and provide proof in advance to the Airport Manager;

- iv. No construction of additional facilities is allowed by a sublessee, unless authorized by the Airport Manager, prior to construction; and
- v. Subleasing by a sublessee is prohibited.

33. Binding Effect. The provisions and stipulations hereof shall inure to the benefit of and bind the assigns and successors in interest of the respective parties hereto.

34. Governing Law and Severability. This Lease shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of the Lease shall be brought in the State district court in Twin Falls County, Twin Falls, Idaho. If any term of the Lease is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms of the Lease will remain in force.

35. Attorney's Fees. If either party commences litigation in a court of law relating to this Lease (including any appeal), the prevailing party shall be awarded its attorney fees and costs, including, but not limited to, costs for arbitrator(s), mediator(s) and expert witnesses. Should Lessee file a petition in bankruptcy, Lessee agrees to pay all of Lessor's attorney fees and costs necessitated by Lessee's filing of the petition in bankruptcy.

36. Amendment. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings between the parties relating to the subject matter. Any modifications or amendments to this agreement must be made in writing and signed by both parties, except modifications authorized under Paragraph 6 of this agreement which will become effective as provided therein.

IN WITNESS WHEREOF, the Lessor and Lessee execute this Lease Agreement the day and year first above written.

LESSORS:

CITY OF TWIN FALLS, IDAHO

BY: _____
Mayor

COUNTY OF TWIN FALLS, IDAHO

BY: _____
Chairman, County Commissioners

LESSEE:

Magic Valley Mx Club, MVMX

BY: _____
Jacob B. Barfuss

LEASE AREA
PARCEL DESCRIPTION

A parcel of land located in the North Half of Section 7, Township 11 South, Range 17 East, Boise Meridian, County of Twin Falls, State of Idaho and being more particularly described as follows;

Commencing at the northeast corner of said section, monumented by a $\frac{5}{8}$ " rebar, from which the southeast corner of said north half (E1/4), monumented by a $\frac{1}{2}$ " rebar, bears South 00°48'28" East – 2671.47 feet:

THENCE along a line coincident with the east boundary of said north half, South 00°48'28" East for a distance of 1,036.77 feet;

THENCE South 89°11'32" West for a distance of 1,910.94 feet to a point which lies 50.00 southerly of the left toe of slope of the High Line Canal to a $\frac{5}{8}$ " rebar with plastic cap and the POINT OF BEGINNING;

THENCE along a line parallel with the easterly boundary of said north half, South 00°48'28" East for a distance of 1,459.29 feet to a $\frac{5}{8}$ " rebar with plastic cap and a point which lies 30.00 northerly of the centerline of a paved roadway traversing the Magic Valley Regional Airport property;

THENCE along a line parallel with and 30.00 feet northerly of said centerline, North 88°22'55" West for a distance of 1102.27 feet to a $\frac{5}{8}$ " rebar with plastic cap;

THENCE along a line parallel with the easterly boundary of said north half, North 00°48'28" West for a distance of 1,038.45 feet to a $\frac{5}{8}$ " rebar with plastic cap and a point which lies 50.00 southerly of the left toe of slope of the High Line Canal;

THENCE along a line parallel with and 50.00 feet southerly of the left toe of slope of the High Line Canal the following four (4) courses

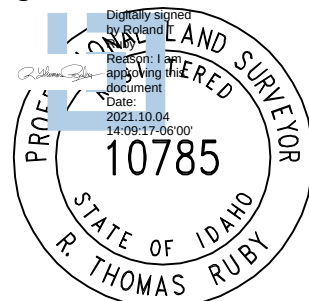
North 80°09'07" East for a distance of 594.82 feet to a $\frac{5}{8}$ " rebar with plastic cap;

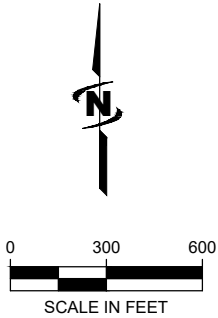
Northeasterly for a distance of 325.82 feet along the arc of a curve to the left having a radius of 625.00 feet and a central angle of 29°52'08", and a long chord bearing North 65°13'03" East for a distance of 322.14 feet to a $\frac{5}{8}$ " rebar with plastic cap;

North 50°16'59" East for a distance of 158.84 feet to a $\frac{5}{8}$ " rebar with plastic cap;

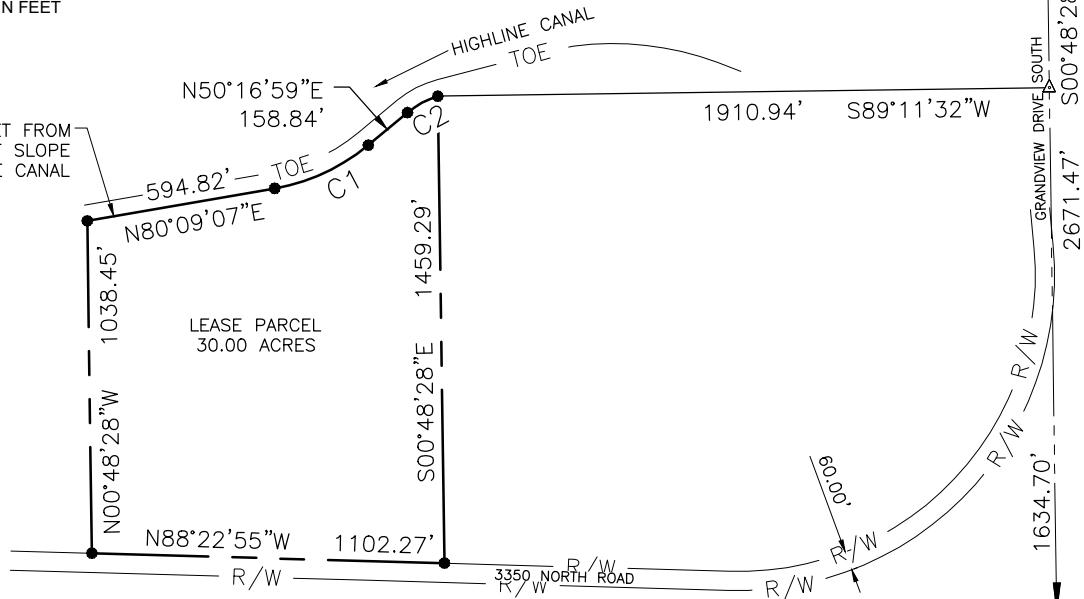
Northeasterly for a distance of 108.90 feet along the arc of a curve to the right having a radius of 275.00 feet and a central angle of 22°41'19", and a long chord bearing North 61°37'39" East for a distance of 108.19 feet to the POINT OF BEGINNING.

The above described parcel contains 30.00 acres, more or less.



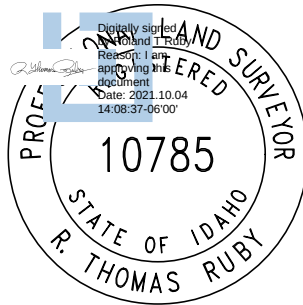


50.00' OFFSET FROM
LEFT TOE OF SLOPE
OF HIGHLINE CANAL



FOUND 5/8" REBAR
CP&F INSTRUMENT NUMBERS
#2019-001585
#782812
#645430

FOUND 1/2" REBAR
CP&F INSTRUMENT NUMBERS
#2019-001586
#645432



LEGEND

— — — — —	BOUNDARY LINE
— — — — —	SECTION LINE
— — — — —	QUARTER SECTION LINE
— — — — —	TOE
— — — — —	TOE OF SLOPE
— — — — —	RIGHT OF WAY
○	FOUND 5/8" REBAR
●	5/8" REBAR w/ CAP SET
○	1/2" REBAR FOUND
△	CALCULATION POINT — NOTHING SET OR FOUND
+	SECTION CORNER
+	QUARTER CORNER

Curve Table

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	325.82'	625.00'	29°52'08"	N65°13'03"E	322.14'
C2	108.90'	275.00'	22°41'19"	N61°37'39"E	108.19'

REUSE OF DRAWINGS

J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

FILE: 45-20-024-003V-SP_R05_EXHIBIT

JUB PROJ. #: 45-20-024

DRAWN BY: GCK

DESIGN BY: ###

CHECKED BY: RTR

LAST UPDATED: 9/30/2021



RECORD OF SURVEY FOR CITY OF TWIN FALLS

A PORTION OF THE NORTH HALF, SECTION 7, TOWNSHIP 11 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, COUNTY OF TWIN FALLS, STATE OF IDAHO

SHEET

1



CITY OF TWIN FALLS
PLANNING AND ZONING DEPARTMENT
203 Main Avenue East
P.O. Box 1907
Twin Falls, Idaho 83303-1907
Phone: 208-735-7267 Fax: 208-736-2641

SPECIAL USE PERMIT

Permit No. PZ21-0176

Granted by the Twin Falls City Council, as presented, on Monday, December 13, 2021 to City of Twin Falls whose address is 203 Main Avenue East, Twin Falls, ID 83301 to allow for a Fire Station on property located at 1025 Washington Street South and legally identified with the following Parcel ID: RPT00107283180.

The Commission has attached the following conditions which must be fully implemented to avoid permit revocation (City Code Section 10-13-2.3):

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

Chairman Planning & Zoning Commission

Date

This permit is for zoning purposes only. Other permits such as sign, building, electrical or plumbing permits, etc. may be required. All facilities must comply with all Building and Fire Code Regulations.

Please contact the Building Department at 735-7238 for further information.



BEFORE THE PLANNING & ZONING COMMISSION OF THE CITY OF TWIN FALLS

In Re:	)	
	)	
<u>Special Use Permit</u> , Application,	)	FINDINGS OF FACT,
	)	
<u>City of Twin Falls</u>	)	CONCLUSIONS OF LAW,
<u>Mitch Humble</u>	)	
Applicant(s)	)	AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on December 13, 2021 for public hearing pursuant to public notice as required by law for a Special Use Permit to allow a Fire Station located at 1025 Washington Street South, and the Planning and Zoning Commission having heard testimony from interested parties being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for a Special Use Permit to allow a Fire Station located at 1025 Washington Street South.
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following date: November 26, 2021.
3. The property in question is zoned C-1/Orchard Park PUD pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Neighborhood Commercial and Town Neighborhood 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, C-1, Commercial/Retail; to the south, R-4, Residential/Single Family Homes; to the east, OS, Open Space/Park; and to the west, R-4, Residential.
5. Relevant criteria and standards for consideration of this application are set forth in Sections 10-1-4, 10-4-21.2 and 10-7-19, Twin Falls City Code.

Based on the foregoing Findings of Fact, the Planning and Zoning Commission hereby makes the following:

CONCLUSIONS OF LAW

1. The application for a Special Use Permit to allow a Fire Station located at 1025 Washington Street South is consistent with the purpose of the C-1/Orchard Park PUD Zone and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use does constitute a special use as established by zoning requirements for the zone involved as required by Twin Falls City Code 10-13-2.2(D)1.

3. The proposed use will be harmonious with and in accordance with the general objectives or with any specific objective of a comprehensive plan and/or zoning regulations as required by Twin Falls City Code 10-13-2.2(D)2

4. The proposed use will be designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area as required by Twin Falls City Code 10-13-2.2(D)3.

5. The proposed use will not be hazardous or disturbing to existing or future neighboring uses as required by Twin Falls City Code 10-13-2.2(D)4.

6. The proposed use will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community as required by Twin Falls City Code 10-13-2.2(D)6.

7. The proposed use will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any person, property or to the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors as required by Twin Falls City Code 10-13-2.2(D)7.

8. The proposed use will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares as required by Twin Falls City Code 10-13-2.2(D)8.

9. The proposed use will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance as required by Twin Falls City Code 10-13-2.2(D)9.

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

11. The application for a Special Use Permit to allow a Fire Station located at 1025 Washington Street South should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code

of the City of Twin Falls, subject 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 Planning and Zoning Commission hereby enters the following

DECISION

1. The application for a Special Use Permit to allow a Fire Station located at 1025 Washington Street South is hereby granted, subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

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

3. The Special Use Permit shall be issued, as presented.

CHAIRMAN- TWIN FALLS CITY PLANNING & ZONING COMMISSION

DATE

"EXHIBIT NO. A"

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

APPLICATION # PZ21-0176



Date: Monday, December 20, 2021
To: Parks and Recreation Commission
From: Wendy Davis, Parks and Recreation Director

ACTION ITEM

Request:

Request to accept a bench donation from City of Twin Falls staff in honor of Patrick "Woody" Cullen.

Time Estimate:

Background:

The City of Twin Falls Donation Policy states that all proposed donations shall be reviewed by the Twin Falls Parks and Recreation Commission and a recommendation made to the Twin Falls City Council. On Tuesday, December 14, 2021, the Parks and Recreation Commission approved the request and recommend that council accept the bench donation.

Please see the attached Donation Request Form from the City of Twin Falls Human Resources department to donate a bench to be placed in Vista Bonita Park in memory of Patrick "Woody" Cullen.

Approval Process:

A simple majority will approve this request.

Budget Impact:

All materials and labor costs will be donated, so there will be no budget impact.

Regulatory Impact:

Council approval will accept the donation and allow the bench to be purchased and place in Vista Bonita Park in memory of former City of Twin Falls Code Enforcement Officer Patrick "Woody" Cullen.

History:

Analysis:

Conclusion:

Twin Falls Parks and Recreation Commission recommends approval of this request.

Attachments:

1. Parks_20211209_170828



TWIN FALLS PARKS AND RECREATION

136 Maxwell Ave. • PO Box 1907 • Twin Falls, ID 83303 • Phone: 208-736-2265 • Fax: 208-736-1548

DONATION REQUEST FORM

Date: 10/20/2021

Requested by: HR - City of Twin Falls

Address: 203 Main Ave. E.

Street Address

Twin Falls

City

Idaho

State

83301

Zip Code

Home Phone: 208-735-7328
(Area Code)

Work Phone: same
(Area Code)

Donation Requested: A park bench in memory of City of Twin Falls employee Patrick "Woody" Cullen.
(Tree, bench, drinking fountain, picnic tables, playground equipment, picnic shelters, etc.)

Location Requested: Vista Bonita Park

Alternative Location: TBD - preferably close to Cortez Loop so his family can easily access it.

Plaque Inscription:

In memory of Patrick "Woody" Cullen

Send this form to Twin Falls Parks & Recreation, P.O. Box 1907, Twin Falls, ID 83303.
For further information, please contact the Parks & Recreation office at (208) 736-2265.

FOR OFFICE USE ONLY

Donation Name: _____

Site: _____ Type: _____

Completion Date: _____

• The Benefits are Endless...



Date: Monday, December 20, 2021

To: Honorable Mayor and City Council

From: Kim Hafer, Desktop Support, Information Services, Kristen Kohntopp, Human Resources, Jennifer Church, Police Department

PRESENTATION

Request:

The Employee Recognition Committee would like to explain what the committee does, how award recipients are chosen, and highlight a few of the recent awards given before Honorable Mayor Hawkins and members of the city council.

Time Estimate:

Less than 10 minutes

Background:

Employee Recognition Committee

The Employee Recognition Committee (ERC) is responsible for the initial development and continuing function of the program. The structure of the ERC is as follows:

1. The ERC is made up of seven city employees from a variety of departments and levels throughout the City of Twin Falls.
2. Employees interested in serving on the ERC will indicate their interest to the ELT. The ELT will appoint the members of the ERC.
3. Initial appointments to the ERC shall be made as follows: two 1-year terms; two 2-year terms and three 3-year terms. All subsequent appointments shall be made for three years. Team members may be appointed for additional terms. Vacancies shall be filled in the same manner as original appointment, and the appointee shall serve for the remainder of the expired term.
4. One member of the ELT shall serve as a liaison between the ELT and the ERC.

Award Criteria and Eligibility

The employees of the City of Twin Falls perform admirable and remarkable acts of service every day. While all of these deeds deserve some manner of acknowledgement, it is identified that certain behaviors and actions deserve a higher form of recognition.

It is the intention of the program to formally recognize:

1. those outstanding specific acts of service which rise above what is normally performed of the employees involved.
2. only those employees who were directly, actively involved in performing the eligible act or service.
3. acts of service which exemplify the spirit and character of one or more of the Employee Values: Integrity, Connection, Honesty, Commitment, and Teamwork.

Characteristics of each Employee Value are as follows:

Integrity:

- Taking pride in our organization's actions
- Acting as a good and faithful steward
- Displaying a positive and courteous attitude
- Treating everyone with fairness, consistency and understanding
- Having the courage to always do the right thing
- Holding themselves to a high standard

Connection:

- Actively listening
- Engaging in open dialogue in all directions
- Explaining the "Why"
- Seeking to provide clarity and "being on the same page"
- Continually striving for ways to effectively communicate
- Staying consistent
- Respecting the opinions of others and promoting open dialogue

Honesty:

- Being genuine and transparent
- Trusting the decisions of others
- Being accountable for their own actions
- Doing what they say
- Leading by example

Commitment:

- Fostering a supportive culture
- Appreciating that each individual is an investment
- Recognizing that the little things sometimes make the biggest difference
- Providing the necessary tools and resources
- Promoting career progression and personal growth
- Advocating for health and safety of everyone
- Celebrating our successes

Teamwork:

- Realizing we are stronger as a team than individually
- Collaborating at all levels to seek solutions
- Striving for unity and understanding
- Sharing knowledge
- Encouraging creativity, fresh ideas, and critical thinking
- Recognizing the talents and capabilities of each individual
- Cultivating meaningful relationships
- Being dedicated to each other

Every full-time, part-time or temporary employee, formal volunteer and Advisory Board member of the City of Twin Falls shall be eligible for these awards, and they shall be based solely on a single action performed while working in their capacity as a representative of the City of Twin Falls. Likewise, any City employee can nominate another employee or group of employees for formal recognition. Nominations from residents and visitors of the City of Twin Falls shall also be encouraged. Each eligible nomination must be submitted while the eligible person is currently employed or formally associated with the City of Twin Falls.

Approval Process:

Approval Process and Issuance

Each award nomination that is recommended for formal recognition shall be forwarded to the Human Resource Department for review. After the Human Resource Director evaluates the nomination, the Department Head of the nominated employee(s) and the ELT shall be informed.

The circumstances of the issuance of each award will be determined between the ERC and the award recipient's Department Head. The award should be given in a public setting, preferably a Twin Falls City Council meeting. Each award issued shall be advertised monthly through the City's employee newsletter, social media accounts, and media releases.

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

Our Employee Values were selected by the entire employee corps of the City of Twin Falls in 2015 and formally established by the organization in 2016. They are as follows: Integrity, Connection, Honesty, Commitment, and Teamwork. The formal awards to be issued through this program will result after an employee or group of employees exhibit(s) specific behaviors that abide by one or more of these values.

Analysis:

N/A

Conclusion:

In an effort to publicly recognize outstanding acts of public service performed by its employees, the City of Twin Falls has developed a formal award recognition program. The purpose of this document is to outline the award criteria, committee structure, nomination and review process, and approval procedure for this program.

The City of Twin Falls recognizes that praiseworthy acts have occurred in the past. In order to create equitable and definitive criteria under contemporary organizational standards, award nominations will be accepted and reviewed by the organization's "Employee Recognition Committee" on an ongoing basis to determine if a specific act or completed service meets the criteria for official recognition.

Attachments:

1. Final - Value Definitions
2. Employee Recognition Committee Policy 4-10-17

One



City

INTEGRITY	CONNECTION	HONESTY	COMMITMENT	TEAMWORK
We: - Take pride in our actions. - Are good and faithful stewards. - Display a positive, courteous attitude. - Treat everyone with fairness, consistency, and understanding. - Have courage to always do the right thing. - Hold ourselves to high standards.	We: - Actively listen. - Engage in open dialogue in all directions. - Explain the “why”. - Seek to provide clarity and be “on the same page.” - Continually strive for ways to effectively communicate. - Are consistent. - Respect the opinions of others and promote open dialogue.	We: - Are genuine and transparent. - Trust decisions of others. - Are accountable for our actions. - Do what we say. - Lead by example.	We: - Foster a supportive culture. - Appreciate that each individual is an investment. - Recognize that the little things sometimes make the biggest difference. - Provide necessary tools and resources. - Promote career progression and personal growth. - Advocate for the health and safety of everyone. - Celebrate our successes.	We: - Are stronger as a team than individually. - Collaborate at all levels to seek solutions. - Strive for unity and understanding. - Share knowledge. - Encourage creativity, fresh ideas, and critical thinking. - Recognize the talents and capabilities of each individual. - Cultivate meaningful relationships. - Are dedicated to each other.



EMPLOYEE RECOGNITION COMMITTEE

PROPOSED POLICY AND PROCEDURES

Purpose and Scope

In an effort to publicly recognize outstanding acts of public service performed by its employees, the City of Twin Falls has developed a formal award recognition program. The purpose of this document is to outline the award criteria, committee structure, nomination and review process, and approval procedure for this program.

The City of Twin Falls recognizes that praiseworthy acts have occurred in the past. In order to create equitable and definitive criteria under contemporary organizational standards, award nominations will be accepted and reviewed by the organization's "Employee Recognition Committee" on an ongoing basis to determine if a specific act or completed service meets the criteria for official recognition.

Awards

The program will focus on recognizing employees that demonstrate behaviors consistent with the adopted Employee Values, but they may expand to recognize other actions or behaviors as identified by the Executive Leadership Team (ELT). Our Employee Values were selected by the entire employee corps of the City of Twin Falls in 2015 and formally established by the organization in 2016. They are as follows: Integrity, Connection, Honesty, Commitment, and Teamwork. The formal awards to be issued through this program will result after an employee or group of employees exhibit(s) specific behaviors that abide by one or more of these values.

Award recipients shall receive a distinctive token depicting the symbol of the specific Employee Value(s) they displayed during the applicable event. Employees who receive coins from all five Employee Values during their tenure may receive a special award from the City of Twin Falls. In addition, each award recipient shall receive a formal commendation in order to document and record the event and their noteworthy actions. A copy of this commendation shall be maintained in the employee's personnel file.

Employee Recognition Committee

The Employee Recognition Committee (ERC) is responsible for the initial development and continuing function of the program. The structure of the ERC is as follows:

- The ERC is made up of seven city employees from a variety of departments and levels throughout the City of Twin Falls.
- Employees interested in serving on the ERC will indicate their interest to the ELT. The ELT will appoint the members of the ERC.
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- One member of the ELT shall serve as a liaison between the ELT and the ERC.

Award Criteria and Eligibility

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It is the intention of the program to formally recognize:

- those outstanding specific acts of service which rise above what is normally performed of the employees involved.
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- acts of service which exemplify the spirit and character of one or more of the Employee Values: Integrity, Connection, Honesty, Commitment, and Teamwork.

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Holding themselves to a high standard

Connection:

- Actively listening
- Engaging in open dialogue in all directions
- Explaining the “Why”
- Seeking to provide clarity and “being on the same page”
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- Staying consistent
- Respecting the opinions of others and promoting open dialogue

Honesty:

- Being genuine and transparent
- Trusting the decisions of others
- Being accountable for their own actions
- Doing what they say
- Leading by example

Commitment:

- Fostering a supportive culture
- Appreciating that each individual is an investment
- Recognizing that the little things sometimes make the biggest difference
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Every full-time, part-time or temporary employee, formal volunteer and Advisory Board member of the City of Twin Falls shall be eligible for these awards, and they shall be based solely on a single action performed while working in their capacity as a representative of the City of Twin Falls. Likewise, any City employee can nominate another employee or group of employees for formal recognition. Nominations from residents and visitors of the City of Twin Falls shall also be encouraged. Each eligible nomination must be submitted while the eligible person is currently employed or formally associated with the City of Twin Falls.

Nomination and Review Process

The ERC has created the “Employee Recognition Nominee Form” and this document shall be used to complete a formal nomination of an employee or group of employees. This form shall be maintained on the City’s computer network and website; hard copies will be provided to each City Department. Every effort to advertise this program should be made. A description of the program and the nomination process should be advertised regularly through media releases; team, department, or organizational meetings; social media accounts; and the City’s electronic mail system.

Each form shall require the name(s) and department of those employee(s) directly involved in the specific event, as well as a detailed description of the behavior or act observed. Any supporting documentation (news report, official report, letter of appreciation, etc.) should also be attached to the nomination form to provide additional detail. The current electronic mail address to send nominations to is: erc@tfid.org and the mailing address is P.O. Box 1907, Twin Falls, Idaho, 83303. The nomination form is also located on the City of Twin Falls computer network at N:\Cityshared\City Forms and Info\Employee Recognition Nominee Form.

The ERC shall meet on a regular basis to review all nominations submitted for review. The committee may ask the nominating person or an event witness to provide additional information prior to deciding if the nomination meets the award criteria. Each nomination shall be voted upon, and the majority vote of the committee will determine whether the award will be recommended for formal recognition. Those who are nominated, yet not selected for an award, will receive a formal acknowledgement of the nomination from the ERC.

Approval Process and Issuance

Each award nomination that is recommended for formal recognition shall be forwarded to the Human Resource Department for review. After the Human Resource Director evaluates the nomination, the Department Head of the nominated employee(s) and the ELT shall be informed.

The circumstances of the issuance of each award will be determined between the ERC and the award recipient’s Department Head. The award should be given in a public setting, preferably a Twin Falls City Council meeting. Each award issued shall be advertised monthly through the City’s employee newsletter, social media accounts, and media releases.



Date: Monday, December 20, 2021
To: Honorable Mayor and City Council
From: Mitch Humble, Deputy City Manager

ACTION ITEM

Request:

Request for Shop Heater Replacement & Capital Project Update.

Time Estimate:

10 Minutes plus time for Council discussion and questions.

Background:

This current fiscal year, FYE22, the shop has two capital projects that likely need to be modified and if so, will require Council approval. \$300,000 was originally budgeted, and approved, as part of a "Shop Expansion" project. Since then, staff has learned that the project requires architectural design and may trigger fire code improvements that were not initially anticipated and would far exceed the existing budget. Because of this, the "Shop Expansion" project is on hold until an alternate plan can be developed or brought back through the budget process. Either way, Council review and approval would be required.

The second approved capital project is the "Heater Replacement", for \$35,000. This project anticipated replacing one of the two existing heating units. Unfortunately, last week the heating unit that had been functioning, and not scheduled for replacement, had a catastrophic failure. Now both units need to be replaced immediately and will cost more than budgeted. Due to the potential for freezing and emergency nature of the situation, the heating units have been ordered. The cost estimate for replacement is \$41,987.08. The quote does not include work that may be needed for high voltage wiring or ventilation updates. Therefore, staff would like to recommend a contingency of 10%, which would be \$4,198.70, which brings the total proposed budget to \$46,185.78.

Approval Process:

Requires Council approval.

Budget Impact:

\$35,000 was approved in the budget for heater replacement. Staff recommends using an additional \$11,185.78 of contingency dollars to award this project.

Regulatory Impact:

NA

History:

Analysis:

Conclusion:

Staff recommends using contingency dollars to award the Heater project for \$46,185.78.

Attachments:

None



Date: Monday, December 20, 2021
To: Honorable Mayor and City Council
From: Jon Caton, Public Works Director, Public Works Director

ACTION ITEM

Request:

Request to approve vehicle purchases for the Streets Department.

Time Estimate:

10 Minutes plus time for Council discussion and questions

Background:

As part of the approved FYE22 Budget, the Street Department would like to purchase the following vehicles and equipment using Sourcewell Cooperative Agreements:

2022 Cimline M2 Crack Sealer Trailer, after trade-in: \$56,665.00 (Budget is \$60,800); estimated delivery 90 days upon contract execution

2022 Elgin Pelican NP Street Sweeper, after trade-in: \$184,162.00 (Budget \$215,000); estimated delivery June 2022

2023 International w/Metroquip Plow Pkg, after trade-in \$164,525.62 (Budget \$170,000); estimated delivery TBD, could be 2023, MetroQuip has guaranteed this price

Approval Process:

Requires Council Approval

Budget Impact:

All three pieces of equipment are within budget and part of the approved FYE22 Budget.

Regulatory Impact:

NA

History:

Analysis:

Conclusion:

Staff recommends approve Council the staff's request to purchase all three pieces of equipment using Sourcewell Cooperative agreements. Staff recommends separate motions to award each contract.

Attachments:

None



Date: Monday, December 20, 2021
To: Honorable Mayor and City Council
From: Troy Vitek, Engineering

ACTION ITEM

Request:

Request to approve a proposal to Jacobs Engineers to contract out the cleaning and scaffold installation for an inspection.

Time Estimate:

Staff estimates 5 minutes to explain the history and request

Background:

Previously, the City Council authorized the Engineering Department to sign a contract that inspected Digester 1. That inspection produced a report that recommended the coatings to be removed and replaced, which was recently completed by a contractor. Now that contract is complete, the waste stream can be transferred to the newly reconditioned digester and Digester 2 taken offline for inspection. Staff received a proposal from Jacobs Engineers to contract out the cleaning and scaffold installation for an inspection. The inspection will produce a report of their findings along with recommendations for maintenance. Once Staff receives the report, we will approach the Council about the findings and recommend to you any design and maintenance items to prolong the life of our asset.

Approval Process:

A majority approval of the council is needed to allow the City Engineer to sign the Proposal with Jacobs.

Budget Impact:

Waste Water reserves has funds available to cover the \$253,874 contract.

Regulatory Impact:

If maintenance is not performed on the digesters at regular intervals, the digester may not perform to compliance standards, which could affect our discharge permit with the EPA.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends council approve the attached Proposal for Digester cleaning, scaffolding rental and condition inspection and report in the amount of \$241,785 with a 5% contingency for unforeseen circumstances for a total amount of \$253,874 and allow the City Engineer to sign the contract.

Attachments:

1. Jacobs Cleaning,Scaffold,Inspection contract



December 14, 2021

Troy Vitek, P.E.
Assistant City Engineer
City of Twin Falls
203 Main Avenue East
Twin Falls, ID 83301

RE: Proposal to Provide Anaerobic Digester Cleaning, Scaffolding, Condition Inspection and Design Services for the West Anaerobic Digester Coating System

Dear Troy:

In support of the City of Twin Falls' proactive Wastewater Treatment Plant (WWTP) asset management program, Jacobs is pleased to provide this proposal to provide anaerobic digester cleaning, scaffolding, condition inspection and design services for the West Anaerobic Digester at the City's wastewater treatment facility. Included in this proposal is a brief background of the problem as we understand it and our proposed scope of work and cost estimate to complete the work.

The digester cleaning and scaffolding work will be contracted and administered through our Operations contract with the City. The digester condition inspection and design work will be performed in accordance with the Master Agreement for Professional Services between the City and Jacobs.

Please let me know if you have any questions regarding this proposal. Jacobs is prepared to execute the work immediately upon receiving authorization. We appreciate the opportunity to assist the City in its mission to provide wastewater services to the community.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Hodson".

Jeff Hodson, P.E.
Manager of Projects

A handwritten signature in blue ink, appearing to read "Travis R. Casch".

Travis Casch, P.E.
Project Manager

Background

The City owns and operates a wastewater treatment facility that serves residential, commercial and industrial customers of the City of Twin Falls. A key component of the City's wastewater treatment facility is the anaerobic digester system consisting of two concrete anaerobic digesters, a biogas mixing system and a biogas boiler system for heating. The digester system benefits the wastewater treatment process by reducing the volume of solids that need to be taken offsite as part of the treatment process as well as conditioning the solids to enable direct land application and beneficial reuse. Together, these functions dramatically reduce the cost of wastewater operations and are a key component of wastewater treatment that benefits the community.

The circular anaerobic digesters were constructed in 1980 out of reinforced concrete for both the sidewalls and the roof structure. The biogas headspace of each digester is the top portion of the enclosed tank. Biogas generated from the liquid level in the bottom section of the tank collects and is removed to feed boilers that heat the digesters. The biogas headspace relies on a coating material to protect the concrete and reinforcing steel from the corrosive biogas. The biogas coating material was most recently re-applied in 2010 and is suspected to be at the end of its useful life. In addition, operations staff have observed detached pieces of the liner in material removed from the digester in recent operations. Portions of the external liner on the lid surface indicate that biogas may be penetrating through the inner liner.

Determining the condition of the roof structure of the digester is needed in order to make an informed decision on the extent of the repairs needed to preserve the useful life of this important asset and maximize value to the ratepayers. The filtrate pump station that serves the digesters has also experienced some coating failure and inspecting it is included in the proposal. The outcome of this work will be a recommended approach to relining the digester and filtrate pump station. The detailed scope of work is described below.

Scope of Work

The proposed scope of work will consist of the following tasks:

1. Using a third-party contractor, conduct a thorough cleaning of the West Digester to allow for installation of scaffolding.
2. Using a third-party contractor, erect scaffolding within the West Digester after cleaning to allow for a detailed inspection and condition assessment.
3. Conduct a detailed structural condition inspection including a corrosion assessment of the West Digester and the associated Filtrate Pump Station that serves the digesters.

Task 1: West Digester Cleaning

Prior to conducting cleaning services, Jacobs will lower the level of the digester to the greatest extent possible. The scope of work will consist of removal of the remaining material and pressure washing all surfaces within the digester. Material removed from the digester will be conveyed to the onsite solids separation system for processing. No offsite disposal of material is anticipated with the scope of work. Jacobs solicited bids from three third-party contractors to perform digester cleaning services and was able to qualify two bidders as meeting the experience and safety requirements necessary to perform the work. The contract for the selected third-party contractor is included as part of Attachment 1.

Task 2: West Digester Scaffolding Installation, Removal and Rental

Jacobs will subcontract scaffolding installation and rental to allow for adequate access to complete the condition inspection and digester rehabilitation. We have included the cost for installation and removal of the scaffolding and a rental period of 9 months. If the work concludes prior to the 9-month rental, the total rental cost will be less than approved in this proposal. The minimum rental period is 56 days. Given the specialized nature of the work, we were only able to identify one qualified bidder.

Task 3: West Digester Coating Inspection and Inspection Report

Jacobs will engage our structural and corrosion team members to conduct a condition inspection of the west digester and filtrate pump station. There will be a single visit to the site by our structural and corrosion engineers. Following the inspection, a report will be completed outlining the findings and making recommendations for relining both structures. We will submit a draft report for client review and comment and have included incorporation of one round of comments in the report.

Task 4: Optional Task - Dissipation Structure Inspection and Inspection Report

Based on conversations with City staff, neither the Perrine Coulee or Grandview Energy Dissipation Structures have been taken offline for structural or coating inspection since they were put into service. There is an opportunity to leverage the Jacobs structural and corrosion team members' presence and expertise in Twin Falls to perform an inspection and report for these two dissipation structures. If the City chooses to execute this work, Jacobs will engage our structural and corrosion team members to conduct a condition inspection of the two dissipation structures, as part of their trip to Twin Falls. Following the inspection, a report will be completed outlining the findings and making recommendations for rehabilitation or replacement. We will submit a draft report for client review and comment. The final report will include the incorporation of one round of comments.

Compensation

Tasks 1 and 2 will be contracted and performed in accordance with the Operations contract between Operations Management International, Inc. a wholly owned subsidiary of Jacobs Engineering Group Inc. (Jacobs) and the City, dated June 11, 2014. For Tasks 1 & 2, the estimated cost to perform the work is our lowest responsive third-party bidder plus our markup consistent with the referenced agreement. A copy of the bids are attached to this proposal in Attachment 1. To authorize this work, please sign the corresponding task order authorization in Attachment 1 to this letter proposal. Compensation for subcontracting the work described in Tasks 1 & 2 above is as follows:

<u>Task 1:</u> \$49,995 (Digester Cleaning) plus 15% markup	= \$57,494
<u>Task 2:</u> \$65,845 (Scaffolding installation and removal) plus 15% markup	= \$75,722
\$79,625 (9 months scaffolding rental) plus 15% markup	= \$91,569
<i>Subtotal Tasks 1 & 2</i>	<i>\$224,785</i>

Task 3 and Optional Task 4 will be performed in accordance with the Master Agreement for Professional Services between the City and CH2M HILL Engineers, Inc. a wholly owned subsidiary of Jacobs Engineering Group Inc. To authorize this work, please sign the scope of work authorization in Attachment 2 to this letter proposal.

<u>Task 3:</u> West Digester Coating Inspection and Inspection Report	= \$17,000
Grand Total for Tasks 1 through 3:	= \$241,785

<u>Task 4:</u> Optional Task - Dissipation Structure Inspection and Inspection Report	= \$9,000
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ATTACHMENT 1 - WEST ANAEROBIC DIGESTER CLEANING AND SCAFFOLDING TASK ORDER

This Task Order is issued in accordance with the Operations contract between Operations Management International, Inc. a wholly owned subsidiary of Jacobs Engineering Group Inc. (Jacobs) and the City, dated June 11, 2014, with respect to

City of Twin Falls WWTP West Anaerobic Digester Cleaning and Scaffolding	("Project")
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Specific Services: Coordinate 3rd party cleaning and scaffolding contractors for West Digester Relining project.

Compensation Provisions: Subcontractor cost plus 15% markup, see details below

Task 1: \$49,995 (Digester Cleaning) plus 15% markup = \$57,494

Task 2: \$65,845 (Scaffolding installation and removal) plus 15% markup = \$75,722

\$79,625 (9 months scaffolding rental) plus 15% markup = \$91,569

Total Tasks 1 & 2 \$224,785

Work Schedule: Digester cleaning is scheduled for the week of January 10, 2022. Scaffold installation to follow immediately thereafter.

The Authorized Representatives designated below are authorized to act with respect to the Task Order. Communications between the parties shall be between parties and their consultants or subcontractors shall be through the Authorized Representatives:

For Jacobs	For the City of Twin Falls, ID
Name: Jack Bennion	Name: Troy Vitek, P.E.
Address: 350 Canyon Springs Road W Twin Falls, ID 83301	Address: 203 Main Avenue East Twin Falls, ID 83301
Telephone: (208) 734-9933	Telephone: (208) 735-7256

This Task Order is effective this: _____ day of December, 2021

Accepted for Jacobs by:	Accepted for the City of Twin Falls by:
Name: Paul Rheault	Name: Josh Baird, P.E.
Signature:	Signature:
Title: Manager of Projects	Title: City Engineer



PO BOX 735457
DALLAS, TX 75373
P: 253-446-8485
F: 253-848-2399

Estimate 135108226
Job 66114450
Estimate Date 9/27/2021
Customer PO

Billing Address
Jacobs #6461
Get A Good Mailing Address
Twin Falls, ID 83301 USA

Job Address
Jacobs 6461
350 Canyon Springs Road
Twin Falls, ID 83301 USA

Estimate Details

Digester cleaning : Digester cleaning

Task #	Description	Quantity	Your Price	Your Total
N-SPMP	FloHawks proposes to Provide equipment and materials to slurry, pump and move up to 130,000 gallons of digester material from 1 digester to drying beds onsite (up to 700 feet away from digester)	1.00	\$49,994.67	\$49,994.67
N-SPMP	Customer to provide 2" water, and 3 phase power onsite Customer to have all access ports removed	1.00	\$0.00	\$0.00
Sub-Total				\$49,994.67
Tax				\$0.00
Total				\$49,994.67

Please pay from this invoice. Terms: due 30 days from invoice date. Delinquency Charge 1% per month.

Notes and Exclusions:

Bid is good for 30 days.
Price includes no landscape restoration
Customer is responsible to provide clear access
Price based on cash/check payment, please add 3% for credit card payment

FloHawks is hereby authorized to furnish all materials and labor required to complete the work described above for the price and upon the terms and conditions stated above and upon those ADDITIONAL TERMS that are printed on the additional attachment to this proposal. Customer acknowledges having read, understood, and received a copy of the ADDITIONAL TERMS (which include an INDEMNITY PROVISION relating to HAZARDOUS SUBSTANCES) as well as the statutory NOTICE TO CUSTOMER that is also printed on the attachment.

Customer Acceptance _____ date _____

Printed Name _____

ADDITIONAL TERMS

The contract price does not include cost of permits, required county reporting fees, or street repair or state sales tax unless specifically listed on the contract. We are not responsible for unknown or unmarked utilities. This proposal is subject to our approval of your credit report for which you authorize us to apply. The entire contract price shall be paid upon completion of the work and presentation of an invoice, and if work extends beyond one calendar month, we will be entitled to monthly progress payments for work completed and materials delivered to the job site during the month. If you do not make payment within 30 days of the date of the invoice, you agree to pay a delinquency charge of 1% per month on the delinquent amount from and after the due date. No offsets or deductions from the contract price shall be permitted. If the contract price is not paid as agreed and if collection proceedings or a suit is started, then you agree to pay all costs incurred by us, including all costs of suit and a reasonable attorneys fee as determined by the court. Any alteration or deviation from the scope of work described in this proposal that requires additional material or labor will result in an extra charge over the stated price. All of the work will be completed in a workmanlike manner according to standard practices on a timely basis, barring an act of God, labor strikes or labor disputes, unavailability of materials, or other causes beyond our control. WE MAKE NO OTHER WARRANTY RESPECTING OUR WORK, EXPRESS OR IMPLIED. Under no circumstances shall we be liable for consequential damages including, without limitation, damages for rental expenses or for loss of use, opportunity, income, profit, sales, business, financing, or reputation. You agree to indemnify us, our officers, directors, employees, subcontractors and agents and hold them harmless from any claim, liability, loss, cost (including reasonable attorney's fees), fine, penalty or other expense that may occur or be claimed by or with respect to any person or property and resulting from the presence of any HAZARDOUS

Customer: **OPERATIONS MNGMT INTL (JACOBS) (111200)**
ATTN:
9191 SOUTH JAMAICA
ENGLEWOOD, CO 80112
Contact Phone:
Contact Fax:

Jobsite: **TWIN FALLS DIGESTER #2**
350 CANYON SPRINGS RD WEST TWI
TWIN FALLS, ID
Contact: STITES, HARRY
Phone: (208) 316-5096

Quotation No: 2711 Quote Date: 4/8/21 Opportunity # None Created By: Sean Hatton

Broken out as:**Scaffolding**

Total Bid Rental	\$8,961.35	Equipment Weight: 77,829.60 Lbs.
Hard Costs:	\$11,385.00	
Erect :	\$24,892.00	
Dismantle :	\$15,680.00	
Total Labor	\$40,572.00	
Freight:	\$1,200.00	
Scaffolding Total	\$62,118.35	* Taxes Not Included

Total:

Quotation Sub-Total:	\$62,118.35
Tax Amount:	\$3,727.11
Grand Total:	\$65,845.46

Scaffolding - Description of Work

Stites, Harry/TWI
Harry.Stites@jacobs.com
Asst. Project Manager
O:1.208.734.9934

Scope of work:

- 1) Systems scaffolding platform providing access to ceiling and top 10' of perimeter walls (subject to the attached preliminary design)
 - 2) 2- Rolling towers (7' and 14') provided on top of scaffolding platform
- Forklift to be provided by BrandSafway for prestaging and loading/ unloading trucks.
Rental pricing is provided for the 1st 28 days and subject to 56 day min duration.

Preliminary pricing subject to scheduling and equipment availability:

This quote includes the first 28 days of equipment rental and the labor to erect (one mobilization) and dismantle (one mobilization) _____. Scaffolds will have appropriate guard rail, toe boards, and ladder access. Unless specifically stated otherwise, the scaffold will be rated Light Duty (25 psf).

Scaffolding - Additional Terms and Conditions

Additional rental beyond the initial 28-day cycle will be \$325.00 per day. Upon completion of the scaffold, BrandSafway will tag the scaffold stating whether or not the scaffold is ready to use and what hazards exist. Any person making alterations to the scaffold will assume liability for such actions.

Quote based on BrandSafway working Monday through Friday between the hours of 7 am and 5 pm without delays, interruptions or changes. Straight Time hours are for the first 8 hours of a shift. Overtime rates apply after first 8 hours of shift and 40 hours in a week. Overtime rates apply to all Saturday hours. Double Time rates apply to all Sunday and holiday hours. Quote includes standard PPE such as harness, lanyards, hard hat, gloves, and steel toe boots. Any special PPE will be charged at Cost + 10%. Taxes are not included in this quote and will be invoiced as applicable. Quote is subject to availability and scheduling.

Customer responsible for the following:

- Acceptance of this quote stipulates the customer has verified: a) The structure will support the loads imposed by the scaffold, b) The scaffold is adequate to support the intended loads, and c) A sufficient base / grade is provided for the scaffold.
- Obtaining any applicable permits / facility parking, that may be required, prior to BrandSafway mobilizing for project.
- An area clear of all impediments prior to BrandSafway arriving on site.
- Unobstructed access to the work area and will provide a laydown area immediately adjacent to the erection / dismantle point.
- Unobstructed access to the elevator / hoist per BrandSafway need.

Description of Work / Additional Terms and Conditions

(Continued from page 1)

- Removal of excessive snow and ice removal before BrandSafway arrives on site.
 - Repair of tie points, should it be necessary to tie the scaffold to the structure per OSHA requirements.
 - Forklift / Crane and operator to unload / load BrandSafway trucks and pre-stage material at desired locations OR man hours to manually unload / load BrandSafway trucks will be billed at the delay rate mentioned below.
- Other Notes:
- Equipment rental shall commence at the time when the equipment is shipped from BrandSafway facility
 - Change Orders, modifications, or delays (which may include weather impacts such as snow, ice, heavy rain, lightning, high winds, etc.) will be billed as follows: \$45 per man hour rate for straight time, \$63 per man hour for any overtime, and \$80 per man hour for any double time.
 - This quote is subject to mutually agreed upon Terms & Conditions or BrandSafway standard Terms & Conditions

Please Note:

1. All quotes are subject to all terms and conditions referred to in the BRANDSAFWAY SOLUTIONS, LLC rental/sales agreement.
2. All quotes subject to state, federal and local taxes.
3. All quotes are valid for 30 days unless otherwise noted.
4. This quote is contingent on approval of the CUSTOMER's credit.
5. Standard rental rates are based on a 28 calendar day (4 week) month.

I have read the attached terms and conditions and agree to them as stated herein:

By BRANDSAFWAY SOLUTIONS, LLC	Date	Accepted	Date
Title		Title	

Important Safety Guidelines

Safety is everyone's responsibility. BrandSafway Solutions LLC's (hereinafter the "Company") equipment is designed and manufactured with the user in mind. The care that goes into each piece of equipment, however, cannot offset carelessness on the part of the user. Follow these safety guidelines in order to help prevent injury and to reduce unnecessary risk.

1. **Competent Person.** Scaffold must be erected, used, moved, and disassembled only under the direction of a Competent Person. The customer is responsible for following any and all applicable federal and state occupational safety and health laws, rules, regulations and ordinances in addition to applicable city, county or local codes and specific rules with regard to Competent Person and inspection requirements for scaffolds.
2. **Modification.** Any modification or relocation of scaffolding equipment and its components by the customer, contractor or any subcontractor using the scaffold, is done solely at the customer's risk and should comply with, and according to, any and all federal and/or state occupational safety and health laws, rules, and regulations, in addition to applicable city, county, or local codes. The equipment shall only be used for the purposes for which it was designed.
3. **Training.** The customer is responsible for providing any and all required scaffolding training for its employees and any other users of scaffolding equipment, other than the employees of the Company and any of the Company's subcontractors.
4. **Hazardous Materials.** Please notify the Company of the potential for exposure of either the Company's employees or the Company's equipment to any hazardous materials including, but not limited to, asbestos, lead, arsenic, chemicals, and flammable materials. The Company and/or the customer may be required to perform industrial hygiene monitoring to measure potential exposure to such materials.
5. **Confined Space.** Please notify the Company if any of the Company's employees will be working in a confined space and inform the Company whether the confined space is permit-required. According to federal and state occupational safety and health laws, the customer is responsible for providing any and all required confined space training for its employees and any other users of scaffolding equipment in the confined space, other than the employees of the Company and any of the Company's subcontractors.
6. **Lock-out/Tag-out.** According to federal and state occupational safety and health laws, the customer is responsible for ensuring that all mechanical equipment, electrical circuits, or vessels containing chemicals or pressurized fluids which are located in the immediate vicinity of the work areas are de-energized or rendered inoperative prior to work, and that proper tags and/or locks are attached to all points where such equipment can be energized.
7. **Special Equipment.** Please notify the Company if any specialized equipment including, but not limited to, special tools, lighting, or protective equipment is required for this project prior to the Company's commencement of work on the project.
8. **Accident Notification.** Please notify the Company immediately of any accident involving the equipment and/or any accident causing injury, death or property damage that is related to, or is alleged to be related to and/or caused by, the equipment in any way.

Understanding and following these safety guidelines will improve safety for all workers on the jobsite. If there are any questions regarding these provisions, or if you need assistance in obtaining additional training for your employees, please contact a Company representative immediately.

BrandSafway Solutions LLC Standard Terms and Conditions

Any project-specific terms and conditions set forth in BrandSafway Solutions LLC, its affiliates or subsidiaries (hereinafter the "Company") quote or other documentation related to this project or order shall control in the event of a conflict with these Standard Terms and Conditions ("Terms").

1. Definitions. As used herein, the following terms shall have the following meanings. "Agreement" shall mean these Standard Terms and Conditions and any project specific or additional terms and conditions contained in a Company quote or other Company-provided documentation related to this project or order. "Confidential Information" means, without limitation, Company's trade secrets, customer lists, customer purchasing histories and plans, costs, budgets, acquisition strategies, policies, procedures, methods of operation, pricing, marketing plans, financial information, personnel or employee information, compensation programs, vendor sources, vendor identities and capabilities, manufacturing processes, research, engineering data, designs and drawings, design standards, formulas, contemplated or new product or service developments, computer software and programs, inventions, improvements, together with third party information Company holds in confidence. "Customer" means the party designated as such and, if different, the entity that is responsible for ordering the Equipment or Services. "Equipment" means all equipment identified in this Agreement or provided to the Customer by Company. "Loss" means the loss, destruction, theft of, or damage to, any Equipment, excepting normal wear and tear. "Parties" means Company and the Customer together. "Party" means Company or Customer individually, as the context requires. "Rental Period" means the period commencing when the Equipment is picked up by Customer at a Company facility or it leaves a Company facility transported to Customer and ending when the Equipment is received at the Company facility designated to receive the Customer's return of the Equipment. "Services" means services provided to Customer by Company, including, but not limited to, engineering, labor, and training services.

2. Agreement Effectiveness. Price quotations are valid for ninety (90) days. The Agreement is conditioned upon Customer's credit approval.

3. Scope. The scope of work to be provided by the Company to the Customer is set forth in this Agreement. Unless otherwise agreed in writing, Customer is responsible for: (1) determining or verifying the bearing capacity of floors, roofs, walls or any other structure or location upon which the Equipment will be located; (2) ensuring that the ground or structure upon which the Equipment will be placed is level, clear of debris and obstruction, and capable of withstanding the total load imposed by the Equipment and any materials and personnel upon the Equipment; and (3) any taxes, licenses, or permits that may be required as a result of the Equipment or Services to be provided by the Company. If Customer fails to satisfy its obligations under this Section, Customer is responsible for any resulting extra costs incurred by Company or others. If Company decides, in its sole discretion, to provide Equipment, Services, or other assistance to satisfy Customer's obligations hereunder, then Customer shall be responsible for all direct or indirect costs incurred by Company. The Agreement price constitutes the price for only those items of Equipment and/or Services expressly set forth herein. Any additional equipment or services beyond those expressly set forth in this Agreement will constitute extra work and Customer is responsible for all costs and charges associated therewith. If Customer is unsure what costs or charges are included in the price, then Customer bears the responsibility for requesting clarification from Company. Customer shall compensate Company in a timely fashion for any extra work performed as requested orally or in writing by the Customer. If there is no prior agreement between the Parties as to the extra cost and charges, Company shall be entitled to reasonable compensation for any additional work performed, including profit and overhead.

4. Credit and Payment. If requested by Company, Customer shall complete and return to Company a credit application. Payment terms are net thirty (30) days from the date of the Company's invoice. A monthly service charge of the lesser of 1.5% or the maximum amount allowed by law will be assessed on all past due accounts. Company may issue progress billings during the term of the project. Nothing herein limits Company's rights under any bond or lien law. Company may recover and Customer is responsible for all costs of collection, including filing and service costs, expert and mediation fees, court and litigation out-of-pocket expenses and attorney's fees related to Customer's failure to pay within terms.

5. Default and Termination. Customer is in default under this Agreement if any of the following occur: (1) Customer fails to pay Company as agreed; (2) Customer fails to procure or maintain any required insurance coverage; (3) Customer becomes insolvent or any proceeding in bankruptcy or receivership is commenced; (4) a termination or liquidation of Customer's business occurs; or (5) Customer is in breach of any terms or conditions of this Agreement. In the event of default by Customer, Company has the right to remove Equipment, stop performing on the project, terminate this Agreement, and/or seek any other remedy available to Company in law or equity. Customer shall bear all costs and/or expenses (including reasonable attorney's fees) incurred by Company as a result of the Customer's default.

6. Waiver of and Limitations on Damages. Neither party shall be liable to the other party for lost profits, indirect, incidental, liquidated or consequential damages arising out of or relating to this Agreement.

7. Notice. Any notice or other communications required to be given must be sent by (a) first class mail to addresses of the parties listed or any other address communicated in writing, or (b) email.

8. Work Schedule. Unless otherwise agreed to by the Parties, Company requires reasonable lead time from the date of the receipt of this Agreement prior to Company's commencement of its performance. This Agreement contemplates Company's personnel working without interruption or interference. Should Company be interrupted or delayed during its performance of the Services, the agreed job schedule will be revised accordingly and additional charges will apply. Company gets reasonable lead time to implement any agreed-upon change in the scope of work. Under no circumstances shall Company be liable for charges for delays exceeding 50% of the value of the services performed hereunder. All claims for losses, damages, back charges or offsets by Customer shall be promptly submitted to Company in writing.

9. Storage. If requested or necessary, Customer shall provide Company with a jobsite Equipment storage area at no charge.

10. INDEMNITY. EACH PARTY AS INDEMNITOR SHALL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTIES HARMLESS AGAINST ALL CLAIMS, ACTIONS, EXPENSES, DAMAGES, LOSSES AND LIABILITIES, INCLUDING ATTORNEY'S FEES AND EXPENSES FOR PERSONAL INJURIES (INCLUDING DEATH) AND/OR PROPERTY DAMAGE ARISING FROM THIS AGREEMENT, OR COMPANY'S EQUIPMENT AND SERVICES, OR THE USE OR MISUSE OF COMPANY'S EQUIPMENT, BUT ONLY TO THE PROPORTIONATE EXTENT SUCH CLAIMS, ACTIONS, EXPENSES, DAMAGES, LOSSES AND LIABILITIES ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNITOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT. INDEMNITY IS ALSO PROVIDED FOR ALL NECESSARY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED IN THE NON-JUDICIAL OR JUDICIAL ENFORCEMENT OF ANY PART OF THIS INDEMNITY OBLIGATION. AS PART OF THE INDEMNITIES IN THESE ARTICLES, THE PARTIES, ON BEHALF OF ITS INSURER(S) EXPRESSLY WAIVES ANY IMMUNITY AVAILABLE TO IT UNDER APPLICABLE WORKERS' COMPENSATION LAWS OR APPLICABLE STATE CONSTITUTIONAL PROVISIONS WITH RESPECT TO INJURY OR DEATH TO ANY OF ITS EMPLOYEES BUT ONLY TO THE EXTENT NECESSARY TO GIVE FULL EFFECT TO THE PURPOSE AND INTENT OF SAID INDEMNITY.

BrandSafway Solutions LLC Standard Terms and Conditions

11. Incident Notification. Customer shall notify Company immediately of any incident or accident that involves (or potentially involves), directly or indirectly, the Equipment or Services and that results (or may result) in death, personal injury, loss, property damage or an event that triggers (or may trigger) either party's indemnity obligation. In addition, Customer shall notify Company of any inspection/investigation by OSHA or other similar enforcement agency regarding the Equipment or a work site where the Equipment is located. Customer shall fully cooperate with Company to limit the extent of any Losses or damages resulting from such incidents. Customer shall also cooperate with Company during Company's investigation, testing or analysis of any such incident and understands that time is of the essence after an incident to promptly investigate and protect the physical evidence (including the taking of photographs and other measures to prevent the spoliation of physical evidence.) Customer is deemed to have knowledge of the incident from the time that Customer (its employees, agents, representatives, contractors, subcontractors, suppliers, vendors, or other parties who report to the Customer) learns of the incident or accident.

12. Compliance with Laws. Each party agrees to comply with all applicable laws, rules and regulations ("Laws") **AND SHALL DEFEND AND INDEMNIFY THE OTHER PARTY FOR ITS FAILURE TO COMPLY WITH SUCH LAWS.**

13. Venue and Governing Law. The Terms of the Agreement are to be construed and enforced in accordance with the laws of the State in which the project is located.

14. Technical Information. Where Company has provided Customer with technical data, drawings, information or specifications for use of Company's Equipment ("Technical Information"), the following apply: a) **CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD COMPANY HARMLESS AGAINST AND FROM LIABILITY OR CLAIM FOR DAMAGE OR INJURY SUSTAINED BY REASON OF DEVIATION IN WHOLE OR PART FROM SUCH TECHNICAL INFORMATION;** b) all Technical Information remains Company's property and may not be used on any other project without its express written consent; and c) all notes, note sheets, specifications, and other information provided with Company's drawings are part of this Agreement.

15. Standard of Performance/Warranty. Company provides its services with the care and skill ordinarily used by similar persons operating under similar circumstances. For permanent work, Company warrants its goods and Services for a period of one year from completion by Company. Company makes no other express or implied warranties, including the implied warranty of merchantability or fitness for a particular purpose and Customer waives the same. Company is not responsible for a claim or demand in respect to any technical information, opinion, data, drawings or specifications unless marked or stamped by a Professional Engineer engaged by Company.

16. Information Supplied by Others. Company is entitled to rely upon information supplied by or through Customer. Customer represents and warrants that the information it supplies is accurate, complete, and appropriate for the Project and Company's scope of work. **CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD COMPANY HARMLESS FROM ANY AND ALL COSTS, EXPENSES, DAMAGES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RELATED TO ANY ERROR, INACCURACY OR DEFECT IN THE INFORMATION SUPPLIED BY CUSTOMER OR ON CUSTOMER'S BEHALF TO COMPANY.**

17. Assignment. Customer shall not assign this Agreement to any third party without Company's prior written consent.

18. Hoisting. All hoisting and lifting of material to heights above 10' require that Customer provide a crane or other means of mechanical lifting; this also includes the provision of a forklift, if necessary. Unreasonable delays to loading or unloading by Company will be recorded and are considered reimbursable stand-by time.

19. Substitution of Equipment. In the event the proposed Equipment is unavailable to support Customer's schedule, Company reserves the right to substitute Equipment that performs the same function.

20. Equipment Loss or Damage. Customer is responsible for any Loss during the Rental Period. Regardless of whether or to what extent the Customer is responsible for the Loss, Customer shall promptly pay to Company a sum equal to Company's current list price plus handling charges for all lost Equipment unless the Loss is attributable solely to Company's negligence. For safety reasons, damaged Equipment must be returned to Company, and Company shall not return any such Equipment to Customer, regardless of any replacement costs incurred or paid by Customer.

21. Inspection. Upon receipt of Equipment, Customer shall inspect its condition and quantity. If the Equipment count is incorrect or if the Equipment received is damaged, Customer shall notify Company in writing within 48 hours. If the Equipment is not in good condition or repair at the time of delivery, then Customer shall not use the Equipment and immediately notify Company of any defects or other issues. If the Customer does not inspect and count the Equipment when received, the Customer is deemed to have accepted the quantity as shown in Company's shipping documents as correct and, in addition, accepts that the Equipment is in good, operating condition, and fit for its intended use.

22. Use and Maintenance of Equipment. Customer expressly agrees that it will erect, dismantle, modify and/or use the Equipment in a safe and proper manner that is consistent with all applicable federal, state and/or local statutes, regulations and ordinances and accepted industry practices, including any instructions provided by the Company. Customer will, at all times during the Rental Period and at its own expense, maintain the Equipment in good working condition, excepting ordinary wear and tear caused by proper use. Any modification or relocation of scaffolding equipment and its components by the Customer, its other contractors or any subcontractor using the scaffold, it is to be done solely at the Customer's risk and should at all times be compliant with all federal and/or state occupational safety and health laws, rules and regulations and applicable city, county, or local codes. The Equipment shall be used only for the purposes for which it was designed. **IT IS UNDERSTOOD THAT THE USE OF SCAFFOLDS PROVIDED HEREUNDER SHALL BE USED IN ACCORDANCE THEREWITH, OTHERWISE CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS COMPANY FROM ANY CLAIMS AND COST ARISING OUT OF DEVIATION FROM SUCH PROPER USE.** Company has the right at any time to enter the site where the Equipment is located for purposes of inspecting the Equipment.

23. Title to Equipment/Location. Title to the Equipment shall remain with Company. The Equipment shall not without Company's prior written consent, be removed from the site designated by the Customer in its order and shall not be intermingled, connected or used with any equipment belonging to others. Company reserves the right, at any time, to file or register its ownership interest and/or title in or to the Equipment as may be permitted by law.

24. Access to the Work Site. Company shall have complete access to perform its work as outlined in the attached proposal and Customer agrees to the following: to provide a firm foundation for the scaffold or shoring; to provide a sufficient storage area within a reasonable distance of the work; to maintain traffic patterns in a manner that facilitates Company's work sequence, including any lane closures; to permit utilization of the crane as needed at no cost to the Company; to obtain permission to tie into the face of the building and the ability to make a sufficient number of ties; to remove any glass, windows, grit or other items which must be removed prior to erection and replace the same following dismantling; and to provide barges, boats and personnel for over-water work.

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25. Contaminated Equipment. Customer shall fully clean and decontaminate, in a manner satisfactory to Company, all Equipment exposed to materials containing lead, asbestos, radiation, toxic or hazardous substances, or any other materials that may reasonably represent a hazard to human health or would preclude or limit the Equipment's future use. Upon Company's request, Customer shall document confirmation that such cleaning and decontamination has occurred. Should any Equipment be returned to Company without being cleaned or decontaminated, the Customer shall, at Company's sole option, either (1) clean and decontaminate the Equipment at Customer's sole cost (including all transportation costs associated therewith), or (2) reimburse Company for all reasonable costs incurred by Company in connection with cleaning and decontaminating the Equipment or engaging a third party to clean and decontaminate the Equipment. Should any Equipment be unable to be cleaned or decontaminated to Company's reasonable satisfaction, Customer will pay to Company its current list price plus handling charges for all such Equipment. **IN ADDITION, CUSTOMER SHALL INDEMNIFY COMPANY FROM AND AGAINST ALL DAMAGES RESULTING FROM OR RELATING TO CUSTOMER'S FAILURE TO PROPERLY AND ADEQUATELY DECONTAMINATE THE EQUIPMENT.** For health and safety reasons, contaminated Equipment must be returned to Company by Customer, and Company is not obligated to thereafter return any such Equipment to Customer, regardless of any cleaning, decontamination, or replacement costs incurred or paid by Customer pursuant to this Section.

26. Force Majeure. Company is not responsible for any delay in the performance of Services or failure of Equipment if and to the extent such delay or failure was caused by an event or occurrence beyond Company's reasonable control and without its fault or negligence. In the event of any delay due to such event or occurrence, Company shall receive an extension to perform the delayed work.

27. Confidentiality. Customer shall protect Company's Confidential Information as confidential and proprietary (and at a minimum Customer shall employ the same safeguards to protect the Confidential Information as it would utilize to protect its own confidential information). The Customer shall not disclose any Confidential Information to third parties, except with the prior written consent of Company or as required by law, with reasonable prior notice to Company. Upon Company's request or within 14 days after termination of this Agreement, Customer will return or destroy (as instructed by Company), all Confidential Information and all copies thereof in any media, unless Customer is required to retain such material under applicable laws. Customer further agrees that nothing in this Agreement limits or negates any statutory or common law rights, including those related to trade secrets, where such rights provide Company with broader protection. Each of Customer's agents and employees shall comply with the confidentiality restrictions set forth herein and Customer shall indemnify Company from any and all damages, costs and/or expenses (including reasonable attorney's fees) incurred by Company as a result of its, or its agents'/employees' unauthorized disclosure of Confidential Information.

28. Miscellaneous. In the event any term, provision or condition of this Agreement is held invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of the remainder of the Agreement. This Agreement inures to the benefit of and is binding upon the parties and their successors. Each party agrees to execute such further documents necessary to carry out the intent of this Agreement.

29. Training, Operation, and Maintenance. Customer shall be fully responsible to any and all training of users of the Equipment and agrees that it will not allow the use of the Equipment by any party unless and until that party has been adequately and properly trained. The Customer also acknowledges its responsibility to operate and maintain the equipment in accordance with the Operations Manual and all applicable codes and regulations. In addition, Customer shall be fully responsible for any and all maintenance required on the Equipment during the Rental Period except for the particular maintenance requirements by Company as set forth in the maintenance materials provided to the Customer by Company. Customer shall maintain adequate maintenance records as required by law.

30. Non-Discrimination. This contractor and subcontractor shall abide by the requirements of 41 CFR Sections 60-1.4(a), 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against qualified individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

31. Acceptance, Modification, and Entire Agreement. COMPANY'S AGREEMENT TO PROVIDE EQUIPMENT OR SERVICES HEREUNDER IS EXPRESSLY CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT, AND CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT IS EXPRESSLY LIMITED TO THE EXACT TERMS AND CONDITIONS SPECIFIED HEREIN. The rights of the parties are governed exclusively by the terms and conditions set forth in this Agreement. Shipment or delivery of Equipment or Services pursuant to this Agreement or the acceptance, use, or retention of any Equipment or Services by Customer constitutes an unqualified acceptance by Customer of this Agreement. Any attempt by Customer to vary in any degree the exact terms and conditions of this Agreement in any acceptance, acknowledgement, confirmation or other communication of any kind containing additional, inconsistent, or different terms and conditions is hereby expressly objected to and rejected. Company's provision of Equipment and Services pursuant to the terms of this Agreement are not considered an acceptance of any additional, inconsistent, or different terms proposed by Customer. Should this Agreement be deemed an acceptance of a prior offer, quotation or proposal by Customer, such acceptance is limited to the express terms and conditions set forth herein. No course of prior dealings between the parties and no usage of trade are relevant or admissible to supplement, explain, or vary any provisions hereof. Moreover, no other contract, specification, drawing or other item, including terms on "click-through" websites, shall be incorporated into or made a part of the Agreement or binding on Company unless it is agreed to in writing by Company.

32. Minimum Insurance Requirements.

(a) At all times while performing work hereunder, Customer shall maintain insurance in amounts not less than:

- (1) Workers' Compensation Statutory Amount;
- (2) Employer's Liability: minimum limit of \$1,000,000 per accident;
- (3) General Liability Insurance, including contractual liability, products and completed operations: \$1 million per occurrence and \$2 million aggregate;
- (4) Automobile Liability Insurance: combined single limit of \$1 million per accident;
- (5) Excess Liability Insurance combined single limit for Bodily Injury and Property Damage of not less than \$4,000,000 per occurrence.

(b) All insurance policies required herein shall:

(1) Name Company, its directors, officers, employees and agents as additional insureds to the greatest extent allowed by law except items (1) and (2) above on a broad form endorsement with coverage no less broad than ISO form CG 2010 1185. A current certificate of insurance must be supplied indicating the above coverage prior to the commencement of the work. Company shall have no duty to review said certificates

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and any failure of Company to notify Customer of its non-compliance with this section or any other provision contained in these requirements shall not act as a waiver of any right by Company.

- (2) Contain an endorsement stipulating that Customer's policies are primary to and not contributory with any other policies affording coverage to Company and all other additional insureds, including any self-insurance retention or deductible maintained by Company;
- (3) Provide that no policy shall be materially changed, amended or canceled except after 30 days prior written notice to Company;
- (4) To the maximum extent permitted by law, all insurance policies of Customer in any way related to, or providing any coverage in connection with the work, whether or not required by this Agreement, shall be endorsed to waive all rights of subrogation against Company, except workers' compensation and employer's liability coverage.

33. **Abatement.** Notwithstanding any other documents between the Parties to the Agreement, the Company's abatement services shall end with appropriately containing the pre-existing hazardous wastes contemplated by this Agreement, including lead, asbestos, or other wastes ("Waste") upon the removal and placing of such packaged Waste in an aggregation location supplied by the Customer. Thereafter, transportation and disposal of the Waste will be the responsibility of its owner or the Customer, who shall sign all manifests as "generator" as that term is defined and understood under any applicable law. For the sake of clarity, the Company shall not transport or dispose of any Waste nor sign any manifest for the transportation or disposal of any Waste as a generator or co-generator or otherwise howsoever. Ownership and title to Waste shall at all times remain with its owner or the Customer and for all purposes, title to the Waste shall be that of the owner or the Customer and shall be deemed never to have been that of the Company.

SUBSTANCE in or on the job site, or from the movement, handling, transporting or disposal by them of any HAZARDOUS SUBSTANCE located in or on the job site, as required or permitted by the contract, provided that this indemnity obligation shall not apply if the presence of the HAZARDOUS SUBSTANCE was caused by us. The term HAZARDOUS SUBSTANCE, as used herein, shall mean any hazardous, toxic or dangerous substance, waste or material or petroleum product which is or becomes regulated under any federal, state or local statute, rule, regulation or ordinance now or hereafter in effect pertaining to environmental protection, contamination or cleanup.

NOTICE TO CUSTOMER
(Given Pursuant to R.C.W. 18.27.114)

FloHawks is registered as a general contractor with the state of Washington, registration no. FLOHA**800P3, and has posted with the state a bond of \$12,000 for the purpose of satisfying claims against us for breach of contract including negligent or improper work in the conduct of our business. The expiration date of our registration is stated on the first page of your contract. THIS BOND MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT. This bond is not for your exclusive use because it covers all work performed by us. The bond is intended to pay valid claims up to \$12,000 that you and other customers, suppliers, subcontractors, or taxing authorities may have. FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT. You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

YOUR PROPERTY MAY BE LIENED. If a supplier of materials used in your construction project or an employee or subcontractor of ours or one of our subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work. FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THAT WE PROVIDE YOU WITH ORIGINAL LIEN RELEASE DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT. We are required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

Sign:----- Date:-----

Print: -----

ATTACHMENT 2

TASK 3 – WEST DIGESTER COATING INSPECTION for the *City of Twin Falls West Digester Relining Project*

TASK 4 (OPTIONAL) – ENERGY DISSIPATION STRUCTURE COATING INSPECTION

PROJECT DESCRIPTION

This scope of work describes the services to be rendered by Jacobs Engineering Group Inc. (Jacobs) for the inspection phase of the West Digester Relining Project.

The West Digester Relining Project consists of the following activities:

- Removing contents from West Digester and cleaning in preparation for installation of scaffolding – coordinated and managed by Jacobs WWTP Operations Team
- Scaffold Installation and Rental – coordinated and managed by Jacobs WWTP Operations Team
- Inspection of the West Digester and Filtrate Pump Station will follow installation of scaffolding and will be performed by Jacobs engineering staff – **included in this scope of work**
- Develop coating system repair spec and finalize bid documents for West Digester and Filtrate Pump Station coating repair work - support required for this phase to be included in separate, future proposal
- Bidding Services – support required for this phase to be included in separate, future proposal
- Execute Coating Repair – to be performed by Contractor following bid period. Engineer Services during Construction (SDC) required for this phase to be included in separate, future proposal

Additionally, the City has the option to have Jacobs staff inspect the Perrine Coulee and Grandview energy dissipation structures while in town for the West Digester inspection.

SCOPE OF WORK

Jacobs will complete this work under the terms and conditions of the Master Agreement for Professional Services dated January 21, 2010 between City of Twin Falls, ID and CH2M HILL Engineers, Inc, a wholly owned subsidiary of Jacobs.

Under this task order, Jacobs will help the Twin Falls evaluate the West Digester and Filtrate Pump Stations concrete condition. The work will be accomplished under the following main tasks and several sub-tasks described below.

- Task 3a – West Digester and Filtrate Pump Station Inspection and Final Inspection Report
- Task 3b – Project Management

Optional inspection of the energy dissipation structures is broken down into the following main task and sub-tasks described below.

- Task 4 – Optional Task - Dissipation Structure Inspection and Final Inspection Report

TASKS

The work proposed falls under the four main tasks below.

Task 3a – West Digester and Filtrate Pump Station Inspection and Inspection Report

Jacobs will perform a structural and corrosion inspection of West Digester and Filtrate Pump Station and develop a Final Inspection Report recommending an approach to perform relining work for both. These services will consist of the following:

Subtask 3a.1: On-Site Inspection. Jacobs will mobilize a structural engineer and corrosion engineer to the WWTP to perform an inspection of the West Digester and Filtrate Pump Station. Inspection will occur after the digester has been cleaned and scaffolding has been erected.

Subtask 3a.2: Draft Inspection Report. Jacobs will develop a draft inspection report immediately following the onsite inspection. The draft inspection report will be provided to the City for preliminary review and time will be allowed for one round of review comments.

Subtask 3a.3: Final Inspection Report. Jacobs will develop a final inspection report incorporating any City review comments. This final inspection report will serve as the basis for the technical approach to relining the West Digester and Filtrate Pump Station.

Task 3a Deliverables. The following deliverables will be issued to the City:

- Draft Inspection Report (.pdf)
- Final Inspection Report (.pdf)

Task 3a Assumptions. Following are assumptions related to Task 3a activities:

- Digester Cleaning and Scaffolding to be coordinated and managed by plant operations staff as part of Tasks 1 and 2.

- Filtrate Pump Station inspection will be performed from the ground surface only, will not include entry into the structure.
- All safety measures required to enter West Digester and perform inspection (including but not limited to: ventilation, air quality monitoring, fall protection, confined space entry permit/retrieval system, etc.) will be implemented and managed by plant operations staff as part of Tasks 1 and 2.

Task 3b – Project Management

Jacobs will manage, administer, coordinate and integrate the work of Jacobs' team to deliver the project scope defined herein within budget and schedule.

Subtask 3b.1: Prepare Project Execution Plan. The Project Execution Plan (PXP) developed originally under the East Digester project will be updated to guide the direction of the Project Team and will be updated to include descriptions of the roles and responsibilities of team members, communications plan, cost and schedule control procedures, document control, change management and other project management requirements. A revised PXP will be distributed to Jacobs team members and stored on the project drive.

Subtask 3b.2: Contract Administration. This task includes activities associated with administration of the contract and coordination with the City. It includes the following items:

- Contract review/execution, and project accounting setup.
- Supervise and manage Jacobs project staff for execution of work tasks.
- Project documentation and coordination.
- Monitor project progress, including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion. Coordinate with and provide periodic updates to the assigned City representative as requested.
- Monitor project activities for potential changes, anticipate changes when possible, and with the City's approval, modify project tasks, budgets, and approach.
- Prepare and submit monthly billing for the work completed during that billing cycle.
- Manage the quality control review of work activities and project deliverables. Identify senior technical staff for the various technical disciplines and oversee the adherence to the plan during the execution of the work tasks.

Subtask 3b.3: City/Project Team Meetings. Coordination meetings will be held with the City, as needed.

Task 3b Deliverables. The following deliverables will be issued to the City:

- Monthly project invoice statements for the work performed

Task 3b Assumptions. Following are assumptions related to Task 3c activities:

- Based on overall project duration of 2 months

Task 4 – Optional Task – Energy Dissipation Structure Inspection and Inspection Report

Jacobs will perform an inspection of the Perrine Coulee and Grandview dissipation structures and develop a Final Inspection Report to document recommendations for rehabilitation. These services will consist of the following:

Subtask 4.1: On-Site Inspection. Jacobs will mobilize the structural engineer and corrosion engineer to perform an inspection of the dissipation structures while the team is in town for inspection of the West Digester and Filtrate Pump Station.

Subtask 4.2: Draft Inspection Report. Jacobs will develop a draft inspection report immediately following the onsite inspection. The draft inspection report will be provided to the City for preliminary review and time will be allowed for one round of review comments.

Subtask 4.3: Final Inspection Report. Jacobs will develop a final inspection report incorporating any City review comments.

Task 4 Deliverables. The following deliverables will be issued to the City:

- Draft Inspection Report (.pdf)
- Final Inspection Report (.pdf)

Task 4 Assumptions. Following are assumptions related to Task 4 activities:

- Inspection of dissipation structures will occur in late January as part of the team's mobilization to Twin Falls for inspection of the West Digester and Filtrate Pump Station. All coordination required to take the dissipation structures offline, clean them and make them safe for inspection to be performed by the City.
- Inspection will occur from ground surface only, will not include entry into either structure. All safety measures required to inspect the dissipation structures (including but not limited to: ventilation, air quality monitoring, fall protection, etc.) will be implemented and managed by the City.
- This task does not include any design.
- Final Inspection Report will not address logistical challenges associated with executing repair work.

Project Schedule

The inspection is scheduled to occur in late-January 2022; Final Inspection Report and Optional Task 4 Inspection Report by mid-February 2022. This support may be extended or modified with a Project Change Notice.

Compensation

Compensation will be on an hourly rate basis. MSA billing terms will be followed for this task order. Monthly invoices will be issued.

City to provide written authorization in table below for each of the tasks to be executed as part of this effort. The total not-to-exceed task order value will be the sum of tasks authorized in the table below.

DESCRIPTION	Expected Hours	COST (not-to-exceed)	SIGNATURE (Client Authorization)
Task 3: West Digester Coating Inspection	90	\$17,000	
Task 4: Optional Task – Energy Dissipation Structure Inspection	48	\$9,000	

The Authorized Representatives designated below are authorized to act with respect to the Task Order. Communications between the parties shall be between parties and their consultants or subcontractors shall be through the Authorized Representatives:	
For CH2M HILL Engineers, Inc.	For the City of Twin Falls, ID
Name: Travis Casch, P.E.	Name: Troy Vitek, P.E.
Address: 999 West Main Street Suite 1200 Boise, ID 83702	Address: 203 Main Avenue East Twin Falls, ID 83301
Telephone: (208) 867-8837	Telephone: (208) 735-7256

This Task Order is effective this: _____ day of December, 2021	
Accepted for CH2M HILL Engineers, Inc., by:	Accepted for the City of Twin Falls by:
Name: Jeff Hodson, P.E.	Name: Josh Baird P.E.
Signature: 	Signature:
Title: Manager of Projects	Title: City Engineer



Date: Monday, December 20, 2021
To: Honorable Mayor and City Council
From: Jonathan Spendlove

ACTION ITEM

Request:

Review, Discussion and Action on the Annual Financial Report, and Impact Fee Program for FY 2021.

Time Estimate:

10-20 Minutes for presentation, discussion, and questions.

Background:

Per Idaho Statute, Impact Fee Programs shall conduct an annual Financial Report detailing expenditures and revenues for the fiscal Year. The FY2021 Financial Report Summary is attached for your review (see attachment #1).

The expenditures from this past year include \$8,000 in Police (dispatch console), \$330,332 in Fire (dispatch console, and contract for design of new Fire Station #2), \$527,332 in Streets (Traffic Signal at Falls and Madrona), \$81,718 in Parks (for a trail extension).

In addition to the Finance Report, the Annual Impact Fee Report to the City Council includes other recommendations from the Committee:

1. The Committee found the Capital Improvements Plan does not have any perceived inequities in implementing the plan, or imposing the development impact fees; and
2. The recent update to the land use Assumptions, Capital Improvement Plan and Development Impact Fees need no further actions at this time.

Staff has not received any formal inquiries or complaints on the current list of Projects, or the imposition of the development impact fees as of this date. Staff are always available for any questions applicants may have regarding fees, projects, and expenditures made from the Impact Fee program.

The Capital Improvements Plan was recently adopted, and new fees implemented, by the City Council (See attachment #2). We have been collecting new fees since November 15th. The Committee discussed the automatic increase, and forwarded a recommendation of not increasing fees at this time. It would be prudent for the Council to have a discussion on the current fees, and how the current year over year MCI (~11%) automatic increase would affect these amounts.

Approval Process:

A motion, and simple majority vote will satisfy the requirement for recommendations to City Council.

Budget Impact:

There is not direct fiscal impact with this item.

Regulatory Impact:

N/A

History:

NA

Analysis:

NA

Conclusion:

The Council is tasked with discussing and making a decision on this year's Annual Impact Fee Report.

On December 9, 2021, the Impact Fee and Improvement Reimbursement Commission recommended approval of this item by a vote of 6-0.

Attachments:

1. Summarized Impact Fees FY 21 Unaudited
2. 12-09-21 IFC minutes draft
3. Impact Fee Summary

City of Twin Falls
Summary of Impact Fee Activity

10/5/2020

	08-09	09-10	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	*Unaudited 20-21	21-22	Totals
Revenue Subtotal-Police	\$ 2,820	\$ 22,567	\$ 22,138	\$ 83,665	\$ 101,445	\$ 75,572	\$ 156,949	\$ 128,695	\$ 87,009	\$ 204,746	\$ 146,330	\$ 239,111	\$ 284,558	\$ 11,257	\$ 1,566,862
PD Station - Expenditures	-	-	-	-	-	-	-	-	(26,981)	(1,401,474)	-	-	(8,000)	(1,900)	(1,438,355)
Net Revenue-Police	<u>2,820</u>	<u>22,567</u>	<u>22,138</u>	<u>83,665</u>	<u>101,445</u>	<u>75,572</u>	<u>156,949</u>	<u>128,695</u>	<u>60,028</u>	<u>(1,196,728)</u>	<u>146,330</u>	<u>239,111</u>	<u>276,558</u>	<u>9,357</u>	<u>128,507</u>
Revenue Subtotal-Fire	8,055	64,664	62,927	228,591	286,913	191,866	362,113	292,423	194,420	454,866	331,440	530,734	631,682	24,921	3,665,615
Future Fire Station Review - Expenditu	-	-	-	-	-	-	-	-	-	(272,780)	(30,685)	-	(330,332)	(1,900)	(635,696)
Net Revenue-Fire	<u>8,055</u>	<u>64,664</u>	<u>62,927</u>	<u>228,591</u>	<u>286,913</u>	<u>191,866</u>	<u>362,113</u>	<u>292,423</u>	<u>194,420</u>	<u>182,086</u>	<u>300,755</u>	<u>530,734</u>	<u>301,351</u>	<u>23,021</u>	<u>3,029,919</u>
Revenue Subtotal-Streets	4,065	52,319	70,231	216,196	243,498	200,837	573,620	293,682	284,501	628,564	433,576	571,570	655,868	21,533	4,250,060
Street - Expenditures	-	-	-	-	(37,260)	(373,482)	-	-	-	(31,072)	(759,151)	(62,936)	(527,332)	-	(1,791,234)
Net Revenue-Streets	<u>4,065</u>	<u>52,319</u>	<u>70,231</u>	<u>216,196</u>	<u>206,238</u>	<u>(172,645)</u>	<u>573,620</u>	<u>293,682</u>	<u>284,501</u>	<u>597,492</u>	<u>(325,575)</u>	<u>508,634</u>	<u>128,536</u>	<u>21,533</u>	<u>2,458,826</u>
Revenue Subtotal-Parks	9,150	67,402	54,270	82,022	119,510	140,432	159,464	406,902	402,522	(325,569)	321,184	421,820	480,330	21,896	2,361,335
Parks - Equipment storage bldg	-	-	-	-	-	-	(50,874)	(117,492)	-	-	-	-	-	-	(168,366)
Parks - Trails	-	-	-	-	-	-	-	-	(724,032)	(181,411)	(72,346)	(19,609)	(81,718)	5,155	(1,073,962)
Net Revenue-Parks	<u>9,150</u>	<u>67,402</u>	<u>54,270</u>	<u>82,022</u>	<u>119,510</u>	<u>140,432</u>	<u>108,590</u>	<u>289,410</u>	<u>(321,510)</u>	<u>(506,980)</u>	<u>248,837</u>	<u>402,211</u>	<u>398,612</u>	<u>27,051</u>	<u>1,119,008</u>
Interest Income	-	2,137	1,846	8,778	(4,411)	32,327	50,029	67,391	43,997	37,988	169,242	174,107	(8,088)	5,195	580,539
TOTALS	<u>\$ 24,090</u>	<u>\$ 209,089</u>	<u>\$ 211,412</u>	<u>\$ 619,252</u>	<u>\$ 709,695</u>	<u>\$ 267,553</u>	<u>\$ 1,251,301</u>	<u>\$ 1,071,601</u>	<u>\$ 261,436</u>	<u>\$ (886,142)</u>	<u>\$ 539,589</u>	<u>\$ 1,854,797</u>	<u>\$ 1,096,968</u>	<u>\$ 86,158</u>	<u>\$ 7,316,798</u>



Twin Falls Development Impact Fee Advisory Committee & Improvement Reimbursement Commission Minutes

Thursday, December 9, 2021, 12:00 PM

203 Main Avenue East
Twin Falls, ID 83301

**COUNCIL CHAMBERS
SPECIAL MEETING**

Members: Tom Frank - Chairman, Kevin Grey - Vice Chair, Andrew DiPietro, Colby Ricks, Gerardo Munoz, Seth Watte, and David Thibault

Council Liaison: Craig Hawkins

1) Confirmation of Quorum/Call Meeting to Order

Chairperson Frank called the meeting to order at 12:06 PM
A quorum was present.

Members Present: Frank, Grey, Munoz, Watte, DiPietro, Ricks

Liaison Present: Hawkins

Staff Present: Spendlove, Vitek, Fehringer, Hart, Ebersole, Humble, Zollinger

2) Consent Calendar

MOTION: Gerardo Munoz moved to approve the Consent Calendar, as presented.
Colby Ricks seconded the motion. Roll call vote showed all members present voted.

Unanimously approved by a vote of 6 to 0.

a) Approval of Minutes from the following meeting: April 29, 2021

3) Introduction of New Members

Planning and Zoning Director Spendlove presented the new members, Seth Watte and David Thibault. He stated the commission will have 3 openings in 2022.

Seth Watte introduced himself to the commission as a new member.

4) Review of Member Terms

a) Information regarding term limits of existing members.
Planning and Zoning Director Spendlove reviewed the term limits of existing members.

5) Impact Fee Items

- a) Review, Discussion and Action on the Annual Financial Report, and Impact Fee Program for FY 2021.

Staff Presentation:

Planning and Zoning Director Spendlove reviewed the Annual Financial Report, and Impact Fee Program for FY 2021.

He stated a motion, and simple majority vote will satisfy the requirement for recommendations to City Council.

The committee is tasked with discussing and making a recommendation to the City Council on this year's Annual Impact Fee Report.

A sample motion could read as follows: "I Motion to approve the Annual Impact Fee Financial Report, including the finding of the program being fair and equitable in terms of implementation of the Capital Improvement Plan; and imposition of the Development Impact Fees.

He presented the finalized Impact fee report and reviewed the plans (CIPs) for each fund. He discussed options regarding increasing Impact fees at the beginning of year, as a separate motion. He suggested not raising fees this year, as the new program fees went into effect in November 2021.

Discussion Followed:

- Chair Frank asked if the report are based on the current amount of fees collected.
- Planning and Zoning Director Spendlove clarified the fee report.
- Commissioner Munoz asked when a new report will be generated.
- Planning and Zoning Director Spendlove clarified how the MCI is calculated for the year. This year had an unusually high jump. Year over Year November = 8.6%.
- *Chair Frank stepped away for 5 minutes.*
- Commissioner Munoz suggested no raise in fees this year, but to catch upon future years.
- Commissioner Watte agreed stating that supply issues are getting better.
- Planning and Zoning Director Spendlove agreed and stated eventually the fees will have to keep up with projects and can't play catch up forever.
- Commissioner Munoz stated too big of changes may encourage developers not to develop in the area.
- Commissioner Grey stated it will be interesting to see how growth continues in the area.
- Commissioner Watte stated rent increases continue and how it is affecting people living in Twin Falls.
- Chair Frank stated he agrees not to increase again now but review at end of next year.
- Planning and Zoning Director Spendlove reviewed the approval process through City Council.

Motion: Commissioner Grey moved to recommend approval to City Council Motion the Annual Impact

Fee Financial Report, including the finding of the program being fair and equitable in terms of implementation of the Capital Improvement Plan; and imposition of the Development Impact Fees. Commissioner Munoz seconded the motion.

Unanimously approved by a vote of 6-0.

6) General Input/Announcements - Public/Staff

7) Upcoming Meeting(s)

- a) April 2022
21st or 28th

8) Adjournment

The meeting adjourned at 12:56 PM

Kelli Ebersole, Administrative Assistant

Impact Fee Category	Proposed Fee
Police Fees	
Residential (per dwelling unit)	\$ 218
Nonresidential (per square foot)	\$ 0.10
Fire Fees	
Residential (per dwelling unit)	\$ 618
Nonresidential (per square foot)	\$ 0.31
Street Fees	
Single Family (per dwelling unit)	\$ 1,327
Multifamily (per dwelling unit)	\$ 710
Retail (per square foot)	\$ 2.94
Office (per square foot)	\$ 1.75
Industrial (per square foot)	\$ 0.54
Institutional (per square foot)	\$ 0.33
Parks & Recreation Fees	
Residential (per dwelling unit)	\$ 1,512
Nonresidential (per square foot)	N/A
Total	
Single Family (per dwelling unit)	\$ 3,675
Multifamily (per dwelling unit)	\$ 3,058
Retail (per square foot)	\$ 3.35
Office (per square foot)	\$ 2.16
Industrial (per square foot)	\$ 0.95
Institutional (per square foot)	\$ 0.74



Date: Monday, December 20, 2021
To: Planning and Zoning Commission
From: Lisa Strickland, City Planner

ACTION ITEM

Request:

Request to vacate platted right-of-way adjacent to Lot 3 and 4, Block 1 of the Lakewood Subdivision. c/o Jerry and Brenda Naylor. (app. PZ21-0156)

Time Estimate:

Approximately 5-10 minutes with questions/comments to follow.

Background:

This is a request to vacate right of way on "Hill View Drive" located west of Lots 3 and 4 of the Lakewood Subdivision.

Allowing this vacation of right of way would increase the size of Lot 3 and 4, making them more feasible for development.

Approval Process:

All procedures will follow the process as described in TF City Code 10-16-1 Vacations & Dedications, which require a public hearing before the Planning Commission where the public and the applicant will have the opportunity to make a presentation, ask questions, or voice their concerns. The Planning & Zoning Commission will make a recommendation to the City Council that the vacation be granted, or it may recommend a modification to the vacation, or it may recommend that the vacation be denied.

Budget Impact:

n/a

Regulatory Impact:

Approval of this request will remove the limitation, or entitlement, for the specific area, as described on the Plat. This area will become private property, and subject to current rules and regulations for taxes, zoning code compliance, and development.

History:

Hill View Drive was platted with the Lakewood Subdivision in 1960.

Analysis:

Vacation of the right of way will not affect the zoning. Staff does not anticipate any negative impacts to the surrounding area should the request be approved.

Conclusion:

On November 9, 2021, the Planning & Zoning Commission recommended approval of the request. Approval of this request would allow for the right of way to become part of Lot 3 and 4 of the Lakewood

Subdivision. Upon conclusion, the staff is in support of this request. Should the City Council approve the request as presented, staff recommends approval be subject to the following conditions:

1. Subject to a recorded utility easement for existing phone lines.
2. Subject to a recorded utility easement for pressurized irrigation.

Attachments:

1. Vicinity Map
2. Narrative
3. Exhibit
4. Utility Company Letters

10-1-4, 10-1-5, 10-2, 10-4-4, 10--16

8/31/21

To Whom It May Concern:

The reason for the request for vacation is to increase the size of the lot to fit two duplexes on the property. The City of Twin Falls also requests an easement for pressurized irrigation which will be granted along with the approval of the vacation.

Thanks,
Jerry Naylor

Legal Description
Portion of Hill View Drive to be Vacated
Twin Falls, Idaho

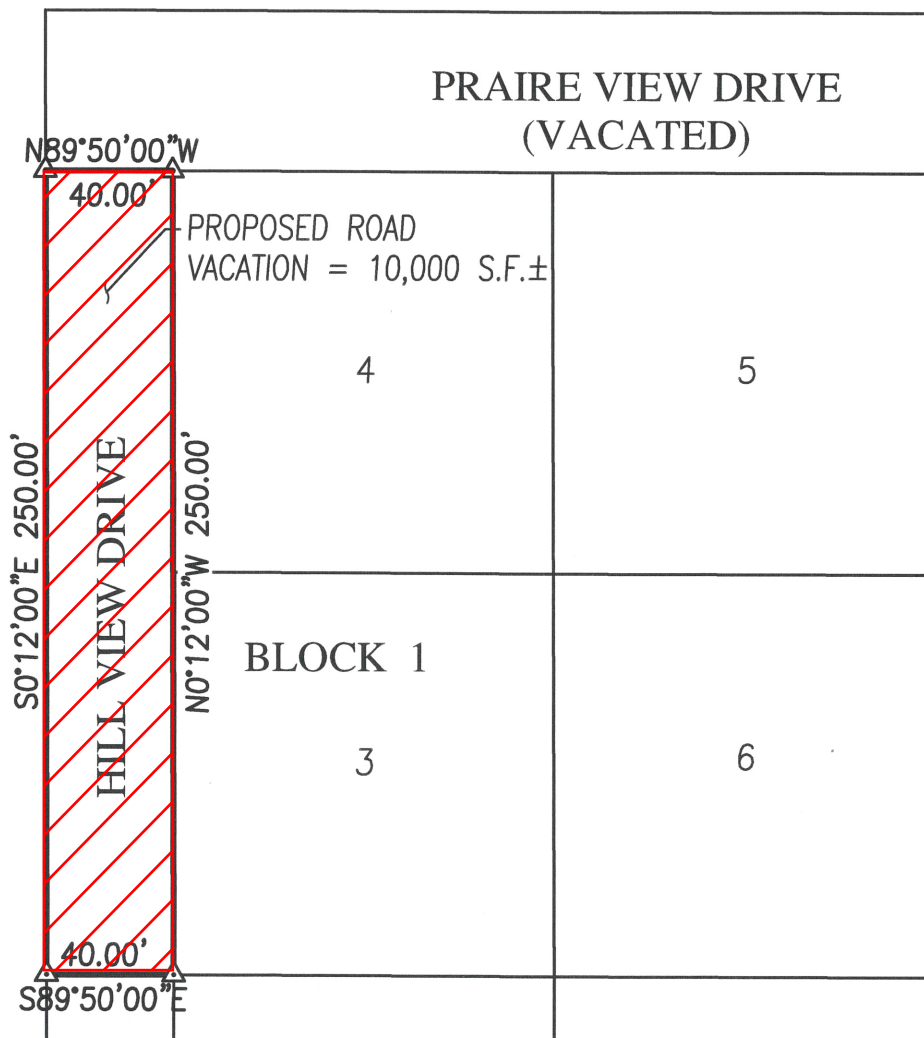
Being a portion of Hill View Drive as shown on that certain map entitled "Lakewood Subdivision", recorded June 1, 1960 as Instrument No. 0000-493904 in the office of the County Recorder of Twin Falls County, more particularly described as follows:

Beginning at a point on the East Right-of-Way Boundary of said Hill View Drive, said point being the Southwestern corner of Lot 3, Block 1 as shown on said map and being the REAL POINT OF BEGINNING;
Thence, along said East Right-of-Way Boundary, North 00°12'00" West 250.00 feet;
Thence, leaving said East Right-of-Way Boundary, North 89°50'00" West 40.00 feet to a point on the West Right-of-Way Boundary of said Hill View Drive;
Thence, along said West Right-of-Way, South 00°12'00" East 250.00 feet to a point on the Westerly prolongation of the South Boundary of said Lot 3;
Thence, along said prolongation, South 89°50'00" East 40.00 feet to said REAL POINT OF BEGINNING.

Containing approximately 10,000 square feet.

End of Description

Located In
A Portion of
Hill View Drive
Lakewood Subdivision
In
W² SE⁴ SW⁴, Section 2
Township 10 South, Range 17 East
Boise Meridian
Twin Falls County, Idaho
2021



PRELIMINARY

 **Area to be vacated**

0 30 60 120

SCALE IN FEET

EXHIBIT
ROAD VACATION
TWIN FALLS, 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.: 459-21
DESIGN
DRAWN CSH
DATE AUGUST 2021
SCALE SHOWN
Sheet No.: 1



March 31, 2021

Sent Via E-Mail: jerrystoys@gmail.com

Jerry Naylor
937 Carriage Ln. N
Twin Falls, ID 83301

Re: Partial Road Vacation Request / Hill View Drive

Dear Jerry,

This is in response to the request received by Idaho Power Company (IPC) on March 25, 2021, regarding the possible vacation of a road right-of-way described in the attached Exhibit A and known as the "Right-of-Way".

IPC's records indicate that the Company does not maintain electrical facilities within the proposed area for vacation therefore we can support the vacation detailed within the attached documents.

Thank you once again for providing Idaho Power Company the opportunity to review and comment upon the subject petition for vacation.

Sincerely,

Krista Englund
Real Estate Specialist
Land Management and Permitting Department
Corporate Real Estate
Idaho Power Company

208-388-2245
kenglund@idahopower.com



April 1, 2021

RE: Hill View Dr Road R.O.W Abandonment Request

Mr. Jerry Naylor

937 Carriage Ln. N.

Twin Falls, Idaho 83301

Dear Sir,

We may Have an Overhead Line Located on The intersection of Prairie view Dr. and Hillview Dr., not sure without having it surveyed, it is attached to the Power Poles. We agree with Your request to abandon the Road R.O.W as Requested as indicated in the attached Lakewood Subdivision Plat West Side of lots 3&4, Block 1, Providing that if our existing line is in the area of abandonment That you will pay the cost for the relocation of this line.

We are OK with The Abandonment request as noted above.

Any Questions or concerns please contact me.

Thank you,

A handwritten signature in black ink, appearing to read "Ron Burns", written over the printed name.

Ron Burns

Cable One Construction

261 Eastland Dr.

P.O. Box 1946

Twin Falls, Idaho 83301

208-733-6877 Ext. 7150

208-539-9886

**Lumen
Brad McNew
Program Manager
216 South Park Ave
Twin Falls, Id. 83301**

Office (208)646-3599

March 24, 2021

Jerry Naylor

RE: Lakewood Subdivision
Hill View Dr ROW Vacation
Section 2, T10S, R17E

To whom it may concern:

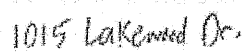
Reference is made to your request for Lumen to vacate Hill View Dr located in Lakewood Subdivision, City of Twin Falls, County of Twin Falls, State of Idaho. Lumen has facilities crossing Hill View Dr as dictated in attached map and will not be able to vacate this area. There would need to be an easement established for existing phone lines.

If existing utilities need to be relocated construction charges would apply for relocation of facilities.

Please call me if you have any questions.

Sincerely,

Brad McNew



March 22nd, 2021

To:

Jerry Naylor
937 Carriage Ln N
Twin Falls, ID 83301

Re.:

Vacation of Property
Lakewood Subdivision

To whom it may concern:

Intermountain Gas sees no issue at the location described below and has been approved by the manager of the Twin Falls district, Jim Capps, with assistance from the GIS department.

Written description:

"APPROXIMATELY 18277SQFT AREA IN HILL VIEW DR TO THE WEST OF LOT 3 & 4 OF BLOCK 1 IN THE TWIN FALLS LAKEWOOD SUBD"

The letter should fulfil the requirements of the Twin Falls Planning and Zoning.

Please contact the Twin Falls office or me if you have any questions.

Elicia Carr – GIS Field Technician



12584 W Tyhee Rd

PO Box 2168

Pocatello, ID 83206

☎ Office: (208) 637-6440

✉ Email: Elicia.Carr@intgas.com



TWIN FALLS CANAL COMPANY
357 6TH AVE W
TWIN FALLS, ID 83301



MEMO OF UNDERSTANDING

APPLICANT: _____

OWNER NAME: Jerry Naylor

BUILDING ADDRESS: _____

LEGAL DESCRIPTION

SECTION: _____ TOWNSHIP: _____ RANGE: _____

DESCRIPTION: RPT3088001003B ; RPT3088001004A

The maps and records of the Twin Falls Canal Company have been reviewed and the following water distribution facilities and/or drainage facilities are shown as being located on the above described property.

TILES LISTED: YES ☐ NO ☒

LATERALS: YES ☐ NO ☒

To the best of our knowledge the above are the only water distribution facilities and/or drainage facilities on the described property. If other water distribution facilities and/or drainage facilities exist on the above-described property, they shall be considered as being included in the listing.

The rights-of-way for any water distribution facilities are to be accessible to employees and agents of the Twin Falls Canal Company at all times. Impediments and obstructions on the rights-of-way are prohibited.

No change shall be made in the facilities of the Twin Falls Canal Company without the written approval of the Twin Falls Canal Company.

No trees shall be planted or allowed to grow within fifty feet (50') of any underground drainage facilities.

Existing facilities for conveying wastewater from adjacent property must be maintained by the applicant.

TF Canal Co. rights of way for operating canals is a 50 foot strip from the outer toe of the embankment on the main canals, 30 feet on the main laterals and a 16 foot width along the smaller laterals per each side.

DATE: 3-19-21 APPLICANT: _____

BY: Jerry Naylor
Twin Falls Canal Co.



Date: Monday, December 20, 2021
To: Planning and Zoning Commission
From: Lisa Strickland

ACTION ITEM

Request:

Request for Annexation and appropriate Zoning District for property located at 3262 E 3700 N c/o Summit Creek Development on behalf of Twins Industrial LP and Gregg Hamann, Trustee of the Gregg Hamann Family Trust UDT dated 4/25/86 as amended. (PZ21-0162)

Time Estimate:

Presentation will take approximately 5-10 minutes with questions/comments to follow.

Background:

The applicant is requesting a recommendation on the appropriate zoning for the property they are requesting to be annexed. The property is approximately 40.92 acres and is located south of Clif Bar and west of Champlin Road. The applicant is proposing an M-2; heavy manufacturing zoning designation with the intent to develop an industrial park.

Approval Process:

Per City Code 10-15-1 Prior to annexation of an unincorporated area, the council shall request and receive a recommendation from the commission on the proposed plan and zoning ordinance changes for the unincorporated area.

Per City Code 10-15-2 (A) The commission shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard. The hearing shall not consider comments on annexation and shall be limited to the proposed plan and zoning changes. (Ord. 2012, 7-6-1981)

Budget Impact:

There will be a minimal increase to City Tax Revenue if annexation is completed.

Regulatory Impact:

Annexation of this property will affect the regulations by which this property is enforced. It will, if annexed, fall under all regulatory policies of the City of Twin Falls and not just Title 10, zoning codes.

History:

N/A

Analysis:

The Comprehensive Plan designates this area as "industrial". Based on this information, staff has determined this request conforms with the "2016 Grow With Us" Comprehensive Plan. A recommendation of an M-2 zoning designation would be supported by staff.

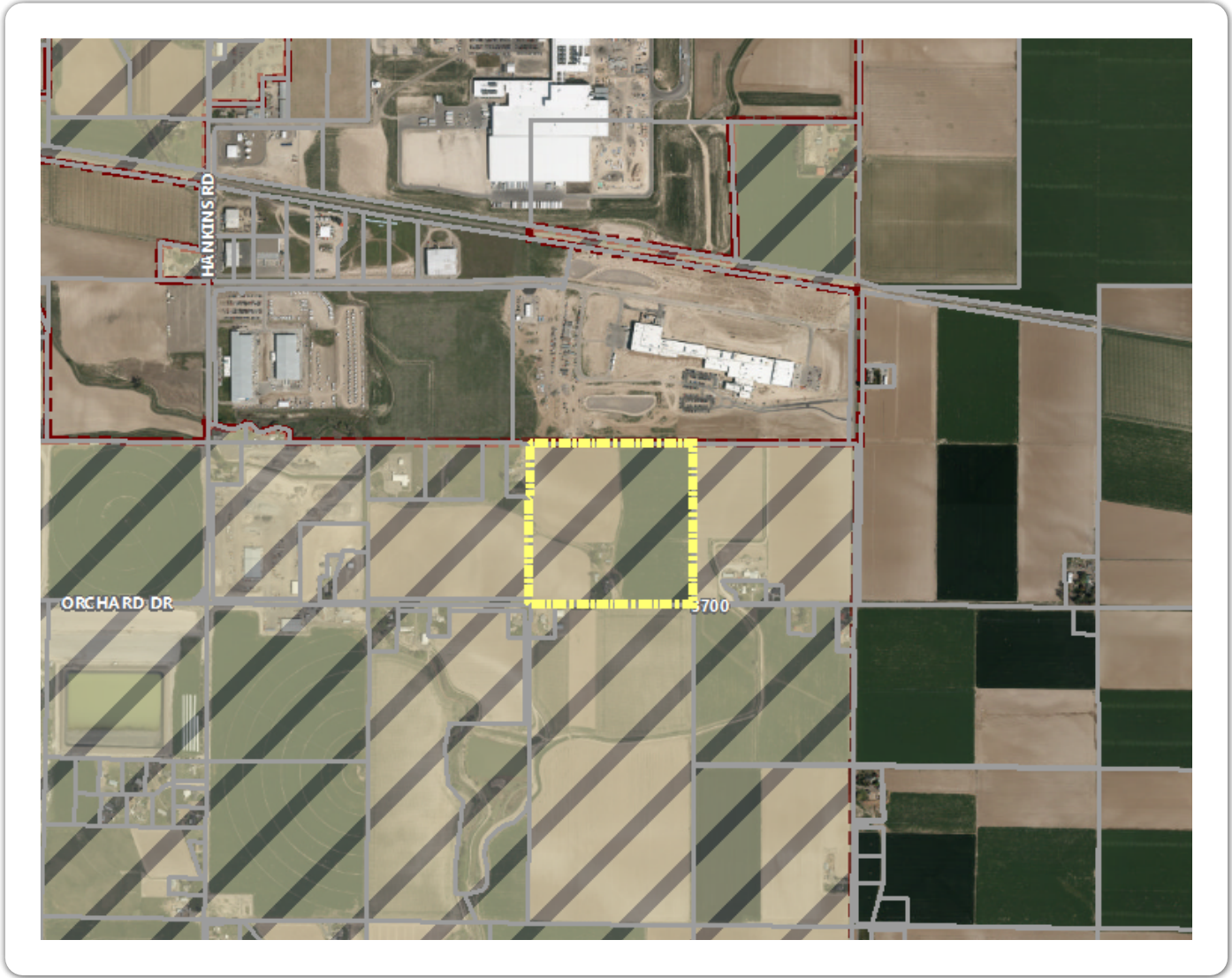
Conclusion:

The Commission is tasked with making a recommendation to the City Council on the zoning designation being requested by the applicant. The Commission's recommendation may be to deny the request, approve the request as presented, request a different zoning designation or request additional information be provided. The recommendation will be forwarded to the City Council for a final decision on the zoning designation and the annexation request.

Attachments:

1. Vicinity Map
2. Narrative

Aerial Map



Subject Property	
Current Zoning	M-2; Heavy Manufacturing (AOI)
Existing Land Use	Undeveloped
Proposed Land Use	Industrial Park
Comprehensive Plan Designation	Industrial
Surrounding Properties	
North	Clif Bar
South	Undeveloped/Orchard Dr
East	Undeveloped
West	Undeveloped
Applicable Regulations	
Applicable Regulations	10-1, 10-4-10, 10-12

Zoning Map



Future Land Use Map



- Agriculture
- Airport
- College of Southern Idaho
- Commercial
- Downtown
- Industrial
- Mixed Use
- Neighborhood Commercial
- Natural Areas
- Rural Residential
- Town Neighborhood

- a. Reason for the request- The property at 3262 E 3700 N, Twin Falls, ID is requested to be annexed into the City of Twin Falls city limits to be included in the official zoning map and have access to city services for industrial development.
- b. Statement-
 - a. The annexation would not change the comprehensive plan as the land is in the AOI and already designated M-2. There is no zoning change requested and the property is in line with the FLU map designation in the Twin Falls Comp Plan.
 - b. The surrounding parcels are zoned either M2 or AG, so the parcel will be a similar use to these neighboring parcels. The property is adjacent to Clif Bar and close to Chobani.
 - c. Our intent is to develop the property into a multi-tenant industrial park and would comply with M2 zoning land uses including but not limited to Business Park, Warehouse/Distribution, General Manufacturing, etc.



Date: Monday, December 20, 2021
To: Planning and Zoning Commission
From: Lisa Strickland, City Planner

ACTION ITEM

Request:

Request for Annexation and appropriate Zoning District for property located at 3270 E 3700 N c/o Summit Creek Development on behalf of Twin Industrial, LP. (PZ21-0163).

Time Estimate:

Presentation will take approximately 5-10 minutes with questions/comments to follow.

Background:

The applicant is requesting a recommendation on the appropriate zoning for the property they are requesting to be annexed. The property is approximately 38.42 acres and is located south of Clif Bar and west of Champlin Road. The applicant is proposing an M-2; heavy manufacturing zoning designation with the intent to develop an industrial park.

Approval Process:

Per City Code 10-15-1 Prior to annexation of an unincorporated area, the council shall request and receive a recommendation from the commission on the proposed plan and zoning ordinance changes for the unincorporated area.

Per City Code 10-15-2 (A) The commission shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard. The hearing shall not consider comments on annexation and shall be limited to the proposed plan and zoning changes. (Ord. 2012, 7-6-1981)

Budget Impact:

There will be a minimal increase to City Tax Revenue if annexation is complete.

Regulatory Impact:

Annexation of this property will affect the regulations by which this property is enforced. It will, if annexed, fall under all regulatory policies of the City of Twin Falls and not just Title 10, zoning codes.

History:

N/A

Analysis:

The Comprehensive Plan designates this area as "industrial". Based on this information, staff has determined this request conforms with the "2016 Grow With Us" Comprehensive Plan. A recommendation of an M-2 zoning designation would be supported by staff.

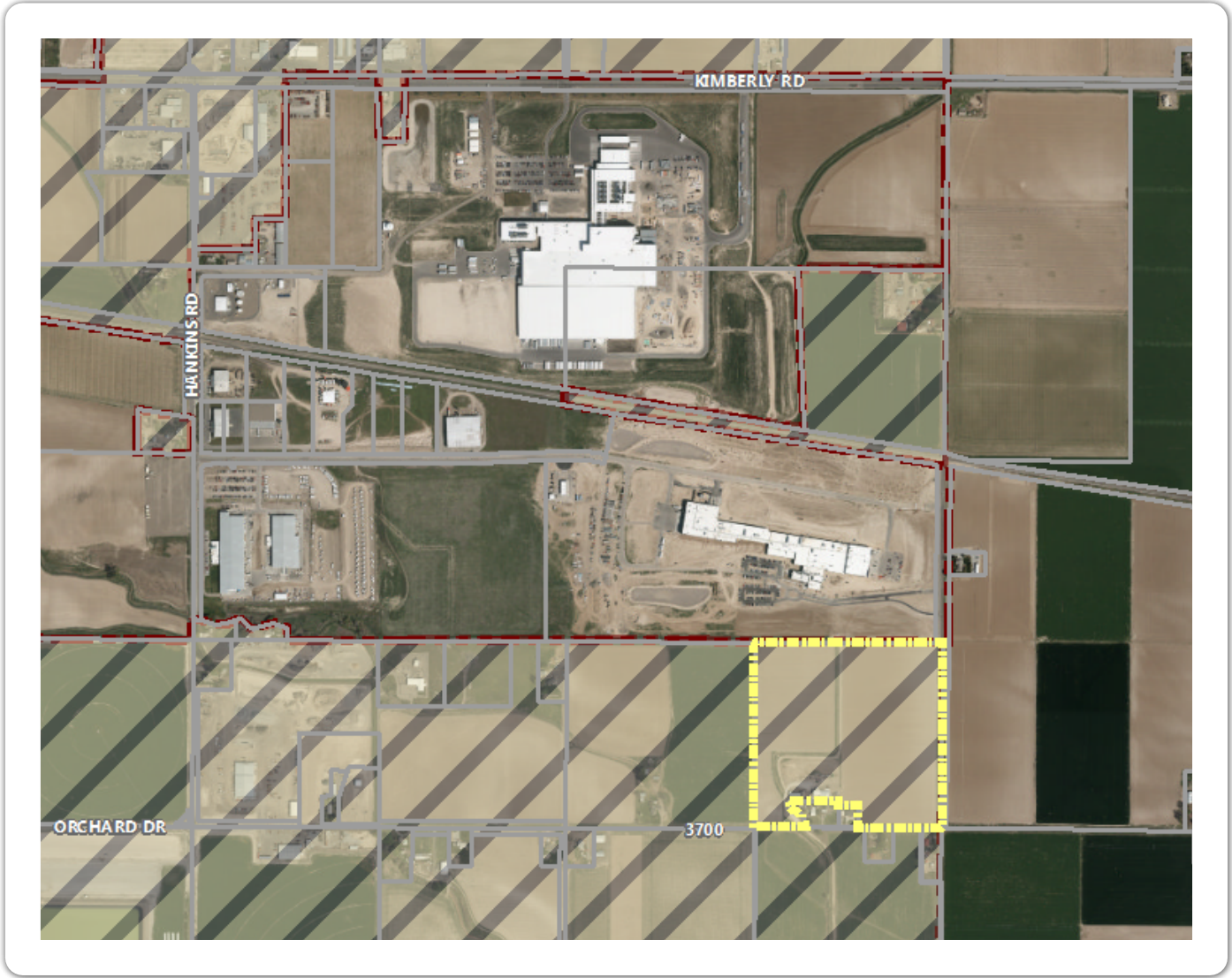
Conclusion:

The Commission is tasked with making a recommendation to the City Council on the zoning designation being requested by the applicant. The Commission's recommendation may be to deny the request, approve the request as presented, request a different zoning designation or request additional information be provided. The recommendation will be forwarded to the City Council for a final decision on the zoning designation and the annexation request.

Attachments:

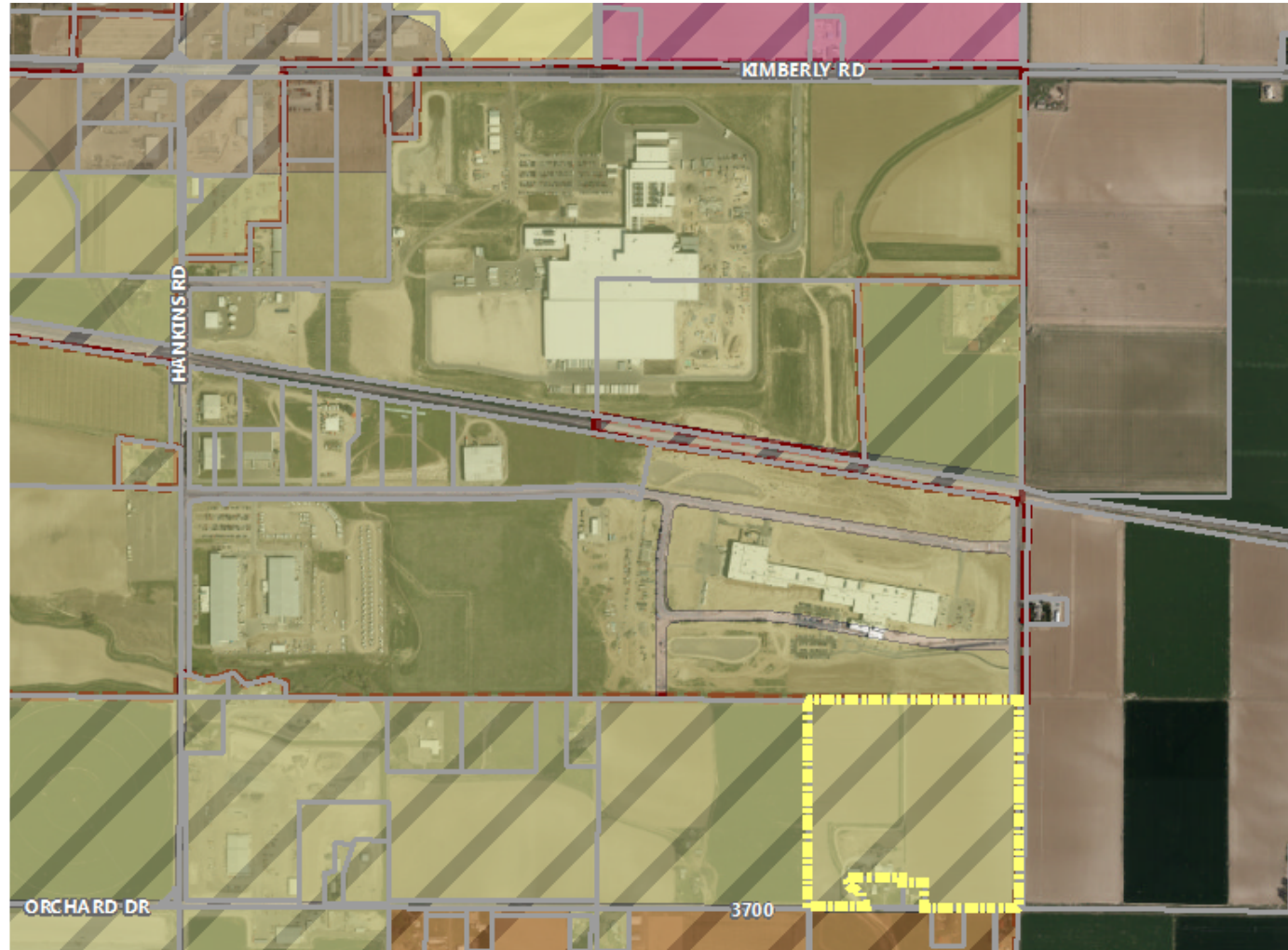
1. Map Exhibits
2. Narrative
3. PZ21-0163 PUBLIC COMMENT LETTER #1

Aerial Map



Subject Property	
Current Zoning	M-2; Heavy Manufacturing (AOI)
Existing Land Use	Undeveloped
Proposed Land Use	Industrial Park
Comprehensive Plan Designation	Industrial
Surrounding Properties	
North	Clif Bar
South	Undeveloped/Orchard Dr
East	Undeveloped
West	Undeveloped
Applicable Regulations	
Applicable Regulations	10-1, 10-4-10, 10-15

Zoning Map



- | | |
|-----|---------|
| AG | R-1 VAR |
| C-1 | R-2 |
| M-2 | AOI |

Future Land Use Map



- Agriculture
- Airport
- College of Southern Idaho
- Commercial
- Downtown
- Industrial
- Mixed Use
- Neighborhood Commercial
- Natural Areas
- Rural Residential
- Town Neighborhood

- a. Reason for the request- The property at 3270 E 3700 N Twin Falls, ID is requested to be annexed into the City of Twin Falls city limits to be included in the official zoning map and have access to city services for industrial development.
- b. Statement-
 - a. The annexation would not change the comprehensive plan as the land is in the AOI and already designated M-2. There is no zoning change requested and the property is in line with the FLU map designation in the Twin Falls Comp Plan.
 - b. The surrounding parcels are zoned either M2 or AG, so the parcel will be a similar use to these neighboring parcels. The property is adjacent to Clif Bar and close to Chobani.
 - c. Our intent is to develop the property into a multi-tenant industrial park and would comply with M2 zoning land uses including but not limited to Business Park, Warehouse/Distribution, General Manufacturing, etc.

Mark F. Eldhusen
2161 N. Gene Opel Ave
Kuna ID 83634

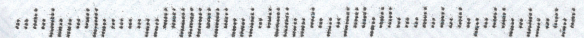
BOISE ID 836

4 DEC 2021 PM 1 L



City of Twin Falls
Planning & Zoning Dept
203 Main Ave. East
Box 1907
Twin Falls, ID.
83301-1907

83301-1907



Twins Industrial LP
Application: PZ21-0163

Good Reviewing Twin Falls planning
& zoning.

My name is MARK FELDHOUSE & I
with my family have owned & currently
own the property due east of this
proposal for right at 100 yrs - that
would be 3300 E at 3320 E 3200 N. - 115 acres

I personally have-off and on-owned
over 30 yrs to county planning &
zoning & saw this coming when
Cl. & Bars loaded.

Question: Having farmed all
my adult life (50 yrs) in this area
impacted, will there be a sensible
road impact plan filed with this
proposal? This area is one of the
most treacherous traffic areas in
magic valley. No road infrastructure
improvement for the largest new
industrial base in the magic valley.

I have forgot more than 95%
will ever learn about this area - if
your going to do this - do it right.

MARK FELDHOUSE

Questions 208-308-5321