



Twin Falls City Council Agenda

Monday, January 31, 2022, 4:00 PM

203 Main Avenue East
Twin Falls, ID 83301
COUNCIL CHAMBERS

****SPECIAL MEETING****

The Twin Falls City Council will meet at 4:00 p.m., for the purpose of: EXECUTIVE SESSION §74-206 (1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.

The regular meeting will start at 5:00 p.m.

Members: Ruth Pierce, Christopher Reid, Craig Hawkins, Nikki Boyd, Shawn Barigar, Jason Brown, Spencer Cutler

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) PROCLAMATIONS
- 4) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve January 24, 2022, City Council Minutes.
By: Lorrie Bauer, Administrative Assistant
 - b) **ACTION ITEM:** Request to approve an amended SkyWest airport lease agreement
By: William Carberry, Airport Manager
- 5) ITEMS OF CONSIDERATION
 - a) **PRESENTATION:** Presentation to recognize Twin Falls Fire Department's newly promoted Battalion Chief Aaron Hudson, take his oath of office, and pin his new rank badge.
By: Les Kenworthy, Fire Chief
 - b) **PRESENTATION:**
Presentation to recognize four new Twin Falls Fire Department firefighters, Avery Rooks, Cody Jueden, Christian Casey, and Mitchell Wilson for their completion of TFFD's Fire Recruit Academy, take their firefighter oath, and pinning their badges.
By: Les Kenworthy, Fire Chief
 - c) **ACTION ITEM:** Request to adopt Ordinance 2022-004 for the Annexation of property located at 3262 E 3700 N.

By: Lisa Strickland, City Planner

- d) **ACTION ITEM:** Request to adopt Ordinance 2022-005 for the Annexation of property located at 3270 E 3700 N.

By: Lisa Strickland, City Planner

- e) **ACTION ITEM:** Request to adopt Ordinance 2022-006 for the Annexation of property located at the Northwest corner of the intersection of Kimberly Road and Hankins Road.

By: Ian Zollinger, City Planner

6) GENERAL PUBLIC INPUT

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

8) PUBLIC HEARINGS

9) ADJOURNMENT

10) EXECUTIVE SESSION

- a) **EXECUTIVE SESSION §74-206 (1)(b)** To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.

Any person(s) needing special accommodations to participate in the above-noticed meeting could contact Josh Palmer (208) 735-7312 at least two working days before the meeting. Si desea esta información en Español, por favor llame a Josh Palmer al teléfono (208) 735-7312.

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, January 24, 2022, 5:00 PM

Council Chambers
203 Main Avenue East- Twin Falls, Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Ruth Pierce, Vice Mayor Christopher Reid, Council members Shawn Barigar, Craig Hawkins, Jason Brown, Spencer Cutler & Nikki Boyd.

Absent: None

Staff Present: Police Chief Craig Kingsbury, Fire Chief Les Kenworthy, City Manager Travis Rothweiler, Deputy City Manager Mitch Humble, Deputy City Manager Gretchen Scott, City Attorney Shayne Nope, Economic Development Administrative Assistant Lorrie Bauer, Planning & Zoning Director Jonathan Spendlove, Staff Engineer Erin Steel, and City Planner Ian Zollinger. Wendy Davis and John Pauley arrived prior to the public hearing at 5:55 pm.

Mayor Pierce called the meeting to order at 5:02 PM. A quorum was present.

2) PLEDGE OF ALLEGIANCE

Mayor Pierce invited all present to recite the Pledge of Allegiance to the Flag.

3) PROCLAMATIONS

None.

4) CONSENT CALENDAR

MOTION: Council Member Reid moved to approve the Consent Calendar as published. Council Member Hawkins seconded the motion. Roll call vote showed all members present voted in favor of the motion, 7 to 0.

- a) Request to approve Accounts Payable for January 13-18, 2022.
- b) Request to approve January 10, 2022, City Council Minutes.
- c) Request approval of the Findings of Fact and Conclusions of Law:
Additional Height for Galena Opportunity, Inc. (PZ21-0159)
Annexation for The Housing Company/M&R Wood, LLC (PZ21-0174)
- d) Request for approval of the Final Plat for the Federation Point Subdivision, a ZDA, for 10.69 acres consisting of seven (7) lots on property located at Federation Road and Washington Street North c/o EHM Engineers, on behalf of Hepworth Family Landholdings, LLC. (PZ22-0008)
- e) Request to approve the 2022 Walk A Mile in Her Shoes event.
- f) Request to approve the 2022 Trick or Treat on Main Street event.
- g) Request to approve the 2022 Twin Falls Municipal Band Concert Series.
- h) Request to approve the 8th Annual Commemorative Vietnam Veteran Welcome Home 2022 event.

5) ITEMS OF CONSIDERATION

- a) Requesting approval for the Twin Falls Police Department to accept the COPS grant.
Chief of Police Kingsbury requested approval for the Twin Falls Police Department to accept the COPS grant to assist the City in hiring four (4) new full-time police officers.
Vice Mayor Reid questioned recruiting efforts. Discussion ensued.

MOTION: Council Member Reid moved to approve the Twin Falls Police Department to accept the COPS grant. Council Member Boyd seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- b) Request to adopt Ordinance #O-2022-001 for the Annexation of property located approximately 850' South of Filer Avenue West between Grandview Drive North and Martin Street.
Planning & Zoning Director Spendlove explained the request to adopt Ordinance #O-2022-001 for the Annexation of property located approximately 850' South of Filer Avenue West between Grandview Drive North and Martin Street. He shared the adoption process options.

MOTION: Council Member Boyd moved to suspend the rules and place Ordinance O-2022-001 on the third and final reading by title only under suspension of the rules. Council Member Barigar seconded the motion. The roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

Mayor Pierce read the ordinance title: "An ordinance of the City Council of the City of Twin Falls, Idaho, annexing certain real property below described, providing the zoning classification therefore, and ordering the necessary area of impact and zoning district map amendment."

MOTION: Vice Mayor Reid moved to adopt Ordinance #O-2022-001. Council Member Barigar seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- c) Request to adopt Ordinance #O-2021-019 for the partial vacation of the Denton Subdivision Conveyance Plat.
Planning and Zoning Director Spendlove explained this Ordinance was prepared last year, and that the number needed to be changed to fall in line with this year; therefore, Ordinance #O-2022-003 was assigned to the Denton Subdivision vacation.

Council Member Barigar clarified the numbering system in which an ordinance number begins with an "O" for ordinance, not a "0" (zero).

MOTION: Council Member Barigar made a motion to place Ordinance #O-2022-03 on third and final reading by title only under suspension of the rules. Council Member Boyd seconded the motion. The roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

Mayor Pierce read the Ordinance title: "Ordinance #O-2022-03, an ordinance of the Mayor and the City Council of the City of Twin Falls, Idaho, partially vacating the subdivision described below", which is the Denton Subdivision Conveyance Plat.

MOTION: Council Member Barigar moved to adopt Ordinance #O-2022-003. Council Member Hawkins seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- d) Request approval for a new Pierce PUC Enforcer Pumper using a Cooperative Purchasing Program with HGAC, with the purchase agreement through Hughes Fire Equipment Inc and approve staff to sign needed agreements to procure the Pierce fire engine. Battalion Chief Schmitz requested approval for a new Pierce PUC Enforcer Pumper using a Cooperative Purchasing Program with HGAC, and to approve staff to sign agreements to procure the Pierce Fire engine.

Discussion ensued on the following:

City Manager Rothweiler shared information on financing.

Council member Barigar requested clarification of the \$765,000.00.

Council member Boyd requested clarification between the option list and the contract pricing worksheet.

Council member Brown questioned the current fire truck status.

Council member Reid questioned long-term expectations.

MOTION: Council Member Brown moved to approve the Pierce PUC Enforcer Pumper using a Cooperative Purchasing Agreement with HGAC for the purchase price not to exceed \$765,000.00. City Manager Rothweiler corrected the motion to say "approve a new Pierce PUC Enforcer Pumper using a Cooperative Purchasing Program with HGAC in the amount of \$728,832.00 and allocate additional funds up to \$765,000.00 to appropriately outfit the apparatus." Council Member Brown stated "so moved." Council Member Barigar seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- e) Request to adopt Ordinance #O-2022-002 to update TFCC 6-1-1 to clean up amendments to IFC. City Attorney Nope requested to adopt Ordinance #O-2022-002 to update Twin Falls City Code 6-1-1 to clean up amendments to the International Fire Code (IFC).

Council Member Brown questioned state changes vs. IFC.

MOTION: Council Member Reid moved to suspend the rules and place Ordinance #O-2022-002 on third and final reading by title only. Council Member Boyd seconded the motion. The roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

Mayor Pierce read the ordinance titled "Ordinance No. O-2022-002 An ordinance of the City Council of the City of Twin Falls, Idaho, repealing and replacing Twin Falls City Code Title 6, Chapter 1, Fire Code; providing for an effective date; and providing for publication by summary.

MOTION: Council Member Boyd moved to approve Ordinance #O-2022-002. Council Member Brown seconded the motion. The roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

6) GENERAL PUBLIC INPUT

Stuart Sandal, a Twin Falls resident and business owner on Floral Avenue, asked that attention be given to the worsening condition of Floral Avenue as it has been requested many times before.

Stace Campbell, a Twin Falls resident and business owner on Floral Avenue, voiced previous requests since 2013, costs, and damages and asked that improvements be made to Floral Avenue.

City Manager Rothweiler offered staff to re-examine previously gathered information and refine the project numbers. He also offered to have a traffic impact analysis done.

Discussion ensued on the following:

Council Member Barigar voiced appreciation for public input and for staff to gather updated information.

Mayor Pierce questioned the Local Improvement District (LID).

Council Member Reid asked to incorporate the side streets into the traffic study.

Council Member Cutler questioned the requested improvements previously voiced by the property owners.

Mayor Pierce voiced approval of the Council for staff to proceed with refining the numbers for a project.

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

Mayor Pierce asked staff to inform all committees of their new liaisons.

Meeting recessed at 5:55 pm. Meeting resumed at 6:03 pm.

8) PUBLIC HEARINGS

- a) Request for approval of Impact Fee increases for the City of Twin Falls.

Planning & Zoning Director Spendlove requested approval of Impact Fee increases for the City of Twin Falls.

Discussion ensued on the following:

Council Member Cutler questioned the adjustment process.

Council Members Hawkins and Barigar questioned the percentage.

Public Hearing Opened: 6:15 pm. No comments.

Public Hearing Closed: 6:15 pm.

Discussion ensued on the following:

Council Member Hawkins commented in favor of the request.

Council Member Barigar commented that impact fees are helping to pay for the impact that new growth on the community has in areas such as police, fire, streets, and parks. He commented in favor of the request.

Mayor Pierce commented on future concerns if fees are not increased now and is in favor of the request.

Council Member Boyd commented not in favor of the request.

City Manager Rothweiler commented on building permit counts.

Council Member Reid commented in favor of the request.

Council Member Barigar commented on inflation.

Council Member Cutler commented on creating a mechanism for adjustments in the future.

City Manager Rothweiler shared that the Council did increase impact fees in November 2021 as a result of a modification of the capital improvement plan to the project list, not the natural multiplier.

Council Member Boyd confirmed the request for approval was the fees listed in Exhibit A.

MOTION: Council Member Reid moved to approve the Impact Fee increase, Resolution #O-2022-001, as presented for the City of Twin Falls. Council Member Hawkins seconded the motion. The roll call vote showed all members present voted. Motion passed, 5 to 2. Council Members Boyd and Cutler voted no.

9) ADJOURNMENT

The meeting adjourned at 6:37 PM.

Lorrie Bauer

Administrative Assistant



Date: Monday, January 31, 2022
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Consent Calendar

Request:

Consideration of a request to approve an amended airport lease agreement with SkyWest Airlines.

Background:

The airport has developed an amended lease agreement for SkyWest due to the departure of United airlines and the reduction of square footage utilized in the terminal facility. The airline has reviewed and signed the new amended agreement without any concerns.

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

Budget Impact:

The net reduction for returning to the airlines previous "Delta only" operation will be \$1,323 monthly. The approval of the amended lease will allow for the airport to receive the rent & fees associated with the lease space and the lessee's operation.

Regulatory Impact: The airport's 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 the execution of the new amended SkyWest Airline lease agreement, and authorize the Mayor to sign the agreement.

Attachments: SkyWest Airport Lease Agreement

AMENDED
AIRPORT LEASE AGREEMENT - AIRLINE

THIS AIRPORT LEASE AGREEMENT – AIRLINE (“Lease”) is made effective the 1st day of February, 2022 by and between the **CITY OF TWIN FALLS, IDAHO, and COUNTY OF TWIN FALLS**, hereinafter referred to as “Lessor”, and **SKYWEST AIRLINES, INC.**, a Utah Corporation authorized to conduct business in Idaho, 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 Lessee the below-described property, hereinafter called the “Premises,” consisting of 3,458 square feet of terminal building space at Joslin Field – Magic Valley Regional Airport (“Airport”) as depicted on Exhibit A attached hereto.

A. **Exclusive Use Areas.** Lessor hereby leases to Lessee the following areas of the terminal building for Lessee’s exclusive use during the Term of this agreement:

- i. Airline Office consisting of 659 square feet;
- ii. Counters consisting of four (4) positions for a total square footage of 232 square feet;
- iii. Gate Podium - one (1) podium consisting of 110 square feet;
- iv. Communications Room consisting of 22 square feet; and,
- v. Utility Room consisting of twenty-five (25) square feet.

B. **Common Use Areas.** Lessor hereby leases to Lessee the following areas of the terminal building for Lessee’s use in common or jointly with other lessees during the Term of this agreement:

- i. Bag Makeup Room consisting of 1,684 square feet and,
- ii. Bag Claim Area consisting of 726 square feet

2. Term of Lease. The Term of this Lease shall commence on the 1st day of June, 2021 and end on the 30th day of September, 2024.

In the event Lessee shall continue to occupy the leased Premises beyond the 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.

3. Use of Premises and Related Airport Facilities. At all times during the term of this Lease, the Premises shall be used for the conduct of passenger ticketing, baggage-handling and reservation services, the training of personnel and other activities reasonably necessary and related to the transportation of passengers and cargo by air. Lessee may, as part of its operations, utilize airport facilities and property not otherwise exclusively leased for the benefit of others, but open to the public, to carry on the following activities:

- (a) the parking, fueling, refueling, storage and tie-down of aircraft;
- (b) the loading and unloading of passengers and the receipt, dispatch, loading and unloading of baggage, personal property, cargo, freight; and,
- (c) the provision of other services approved by the Airport Advisory Commission.

4. **Right of Access.** Lessee's employees and agents shall have the right of ingress and egress to the Premises by way of public entrances to the terminal building. Lessee's aircraft shall have the right to use the runways, taxiways, and aprons in common with others, pursuant to applicable Federal Aviation Administration rules and regulations and rules and regulations promulgated by the Airport Advisory Commission or the Airport Manager. Lessee and its employees and agents agree 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. **Rent.**

(a) **Initial Rent for Exclusive Use Areas.** Rental for the period June 1, 2021 through September 30, 2024 shall be at the rate of \$15.69 per square foot per year, for an annual rent of \$16,443.12 which shall be prorated and paid in monthly installments in advance at the rate of \$1,370.26 per month.

(b) **Initial Rent for Common Use Areas.** Rental for the period June 1, 2021 through September 30, 2024 shall be at the rate of \$5.23 per square foot per year (.333 x base rent of \$15.69), for an annual rent of \$12,604.30 which shall be prorated and paid in monthly installments in advance at the rate of \$1,050.36 per month.

(c) **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 \$15.69 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 Average 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 base rent change effective October 1, 2021 was calculated as follows:

Annual average CPI for 2020	258.811
Less Annual average CPI for 2019	255.657
Difference = 258.811-255.657 =	3.154
Percentage Change = 3.154 divided by 255.657 =	.012
Percent change	1.2%

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 approval prior to implementing the increase.

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.

6. **Fees.**

(a) **Landing Fees.** Lessee agrees to pay Lessor a landing fee of \$1.47 per thousand pounds or any fraction thereof, computed and based upon the maximum landing weight of each of Lessee's aircraft landing at the Airport during each calendar month.

(b) A.R.F.F. Fees. Lessee agrees to pay Lessor an ARFF service fee of \$75.05 for the arrival and departure of the same aircraft where the intervening time is two consecutive hours or less. Where the intervening time between arrival and departure of the same aircraft exceeds two consecutive hours the ARFF fee shall be \$150.10. The time shall be calculated as follows. For arrivals, ARFF service begins fifteen (15) minutes prior to the aircraft estimated time of arrival and ends fifteen (15) minutes after all passengers are safely inside the terminal. For departures, ARFF service begins fifteen (15) minutes prior to scheduled passenger boarding and ends fifteen (15) minutes after actual time of departure.

(c) Power Charge Fees. Lessee agrees to pay Lessor a power charge fee each month in the amount of \$190.00 for ramp lighting, ground equipment charging, ground power units, airplane heating and heating of de-icing equipment.

(d) The Landing Fees, A.R.F.F. Fees and Power Charge Fees shall be due and payable on or before the 10th day of each month for fees incurred during the previous month. The parties agree that Lessor may adjust the above fees annually after providing Lessee thirty (30) days written notice prior to October 1 of the year that the increase is to become effective.

7. Inspection of the Premises. Lessee acknowledges and agrees that it 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 it 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, latent defects and liability under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*

8. Indemnity - Hazardous Substances. Lessee shall not engage, and shall not permit its employees, 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. Lessor acknowledges that Lessee, during the course of its normal daily operations handles dry ice, ammunition, deicing fluid and aircraft petroleum products. Lessee shall not be required to seek prior written approval for the handling, storage and transportation of these limited product types.

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], and (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]. 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 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 “hazardous substance” is not only defined as aforementioned, but as federal, state and local laws, regulations and ordinances may be amended from time to time in the future, and including all regulations promulgated pursuant thereto. 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 to provide 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 in this Section shall survive the expiration or sooner 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. To the best of Lessor’s and Lessee’s knowledge, there are no known hazardous substance spills, in or about the Premises and related airport facilities

9. 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 Section 8 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, 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.

10. 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 § 10-9-1 et seq. as currently written or hereafter amended.

11. 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) No assignment or sublease releases the Lessee of its 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 or assignment permitted must comply with the terms of this Lease.

12. 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 procuring Lessor’s written consent.

In the event that Lessee desires to alter, replace, demolish, or add to existing facilities or construct new facilities on the Premises, alteration, replacement, demolition, addition or new facility plans must be submitted to, and approved by, the Airport Advisory Commission and the Federal Aviation Administration, if applicable, prior to the start of construction. Demolition and construction of the alterations, replacements or additions to existing facilities must be substantially completed within one (1) year of the date of approval by the Airport Advisory Commission and fully completed within eighteen (18) months of the date of approval by the Airport Advisory Commission. The demolition of existing facilities 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 facilities 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 or be a nuisance to any other Lessee.

13. **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.

14. **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 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.

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

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

17. **Waste Prohibited.** Lessee shall not commit any waste or damage to the Premises nor permit any waste or damage to be done thereto.

18. **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.

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 Section 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 occur 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.

Lessee hereby agrees with Lessor that Lessor shall not be liable for injury to Lessee's business or any loss of income there from 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, including but not limited to the terminal building.

Further, the parties agree that Lessor shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Premises are located.

20. Liability Insurance. Lessee shall maintain at its expense a policy of public liability insurance, with Lessor designated as an additional insured under liability coverages, but only as respects operations of Lessee, for Lessee's operations at Joslin Field-Magic Valley Regional Airport, protecting Lessor and Lessee against all claims for personal injury, death and property damage occurring upon, in or about the Premises and related airport facilities, including but not limited to, adjoining sidewalks, streets, roads and other passageways relating to or arising out of Lessee's operations, with limits of at least \$100,000,000.00 Combined Single Limit each occurrence and in the annual aggregate with respect to Products and Completed Operations, Personal Injury and Property Damage for Contractual Liability; Non Passenger Personal Injury Liability is limited to \$25,000,000 each occurrence and in the annual aggregate; and shall contain fire legal protection with minimum limits of \$50,000.00; 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 Section, the parties agree that Lessee's policy or policies shall be primary to any other valid and collectible insurance available to Lessor.

Said insurance shall be 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. Notice shall only be provided if the insurance company cancels or alters the policy affecting the requirements of 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. Termination. Lessor or Lessee may terminate this Lease at any time by giving at least thirty (30) days advance written notice.

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

(a) Lessee agrees to remove all of Lessee's personal property, including trade fixtures, owned or leased by Lessee and used upon the Premises, prior to the termination or expiration of this Lease at Lessee's sole cost and expense.

(b) Lessee shall repair any damage to the Premises caused by such removal or by the original installation of the personal property.

(c) Lessee further agrees to surrender the Premises free from environmental contamination of any kind caused by Lessee, Lessee's employees and agents.

23. Condemnation. In case of a taking by eminent domain ("Taking"), 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 use of the Premises for purposes described in Section 3, this Lease shall terminate as of the date of the transfer of possession to the condemning authority. In the case of a total taking, the entire amount of any condemnation award shall be paid to and retained by Lessor, and Lessee shall have no right or claim with respect thereto.

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 Section 5 of this Agreement. The entire amount of any condemnation award for a taking of a portion of the Premises shall be paid to and be retained by Lessor.

24. Maintenance. The parties agree that the maintenance responsibilities shall be as set forth in the matrix attached hereto as Exhibit B. In the event that the Airport Manager determines that Lessee has failed to comply with the terms of this Section, Lessor may take such action as is required by this Section, and charge Lessee the actual cost incurred to comply with this Section or a reasonable fee for the services.

25. 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.

26. **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 at the Airport, and Lessor reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

27. **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.

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 aviation-related activities or any other activities on the Premises.

29. **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.

30. **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.

31. **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.

32. **Notices.** All notices required to be given to each of the parties hereto under the terms of this Lease 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 address:

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

Lessee: SkyWest Airlines
Properties Department
444 South River Road
St. George, Utah 84790

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.

33. Binding Effect. The terms of this agreement shall inure to the benefit of, and bind the assigns and successors in interest of, the respective parties hereto.

34. Governing Law. The parties agree that the laws of the state of Idaho shall govern the interpretation of this Lease.

35. Entire Agreement. This Lease constitutes the entire understanding between the parties and supersedes all prior agreements or understandings between the parties relating to the subject matter hereof. Any modifications or amendments to this Lease must be made in writing and signed by both parties, except modifications authorized under Section 5 of this Lease which will become effective upon compliance with the terms stated therein.

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

LESSOR:
City of Twin Falls, Idaho,
a municipal corporation,

By _____
Mayor – Ruth Pierce

LESSOR:
County of Twin Falls

By _____
Chairman, Board of Commissioners

LESSEE:
SkyWest Airlines, Inc.

By _____
Its _____



Date: Monday, January 31, 2022
To: Honorable Mayor and City Council
From: Les Kenworthy, Fire Chief

PRESENTATION

Request:

Presentation to recognize Twin Falls Fire Department's newly promoted Battalion Chief Aaron Hudson, take his oath of office, and pin his new rank badge.

Time Estimate:

The presentation will take approximately five minutes.

Background:

Fire Chief Les Kenworthy would like to take this opportunity to welcome and recognize our newly promoted Battalion Chief.

Battalion Chief Hudson

Aaron Hudson was hired by the Twin Falls Fire Department in November of 1994. His first promotion was to Driver in March of 2007 and his second was to the rank of Captain in May of 2009. During his time with the Department, Chief Hudson has been part of a regional hazardous materials team, rope rescue team, a Driver's Academy Instructor, EMS Instructor, was the Department's Training Officer for three years where he assisted in bringing all line personnel to the Emergency Medical Technician Basic level, participated in one of the City's first parallel teams assisting with establishing the City's core values, and has participated on numerous other committees and teams. Aaron enjoys spending time with his wife Jennifer and their daughters Makenzie and Kaitlyn.

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Chief Kenworthy would like to have our newest Battalion Chief sworn in before the City Council, with Mayor Ruth Pierce administering the Oath of Office on this Monday, January 31, 2022.

Attachments:

1. Battalion Chief Oath of Office

**City of Twin Falls Fire Department
State of Idaho
Battalion Chief Oath of Office**

I, _____, do hereby declare, that as a Battalion Chief of the Twin Falls Fire Department, my fundamental duty is to serve the people I swear to protect, to safeguard and preserve life, health and property against fire and other perils.

I will uphold the standards of my profession, I will at all times, respect the property and rights of all men and women, the laws of my country, and members I serve with. I recognize the badge of my office as a symbol of public faith and trust so solemnly, freely, and upon my honor.

I will uphold the values and leadership philosophy of the City of Twin Falls.

I will constantly strive to achieve the objectives and ideals that the fire service instills, dedicating myself to the saving of life, preventing and suppressing fires and performing other duties enacted and placed up to me.

As a member of the City of Twin Falls Fire Department, I accept this self-imposed and self-enforced obligation as my responsibility and make these promises upon my honor.

Signature

SUBSCRIBED AND SWORN to before me this _____ day of _____.

ATTEST:

Les Kenworthy, Fire Chief





Date: Monday, January 31, 2022
To: Honorable Mayor and City Council
From: Les Kenworthy, Fire Chief

PRESENTATION

Request:

Presentation to recognize four new Twin Falls Fire Department firefighters, Avery Rooks, Cody Jueden, Christian Casey, and Mitchell Wilson for their completion of TFFD's Fire Recruit Academy, take their firefighter oath, and pinning their badges.

Time Estimate:

The presentation will take approximately fifteen minutes.

Background:

On December 6, 2021, these four individuals were hired and recently completed a six-week recruit fire academy.

Recruit Firefighters

Avery Rooks grew up in Sedro-Woolley, Washington. He graduated from Sedro-Woolley High School in 2014. After high school, he went to the University of Idaho and earned his bachelor's degree in Exercise Science and Health. After college, he worked as a personal trainer at a local health club while he went through his EMT training and fire academy. He volunteered for Skagit County Fire District 8, worked part-time for Snohomish County Fire District 19, and full time for Northwest Ambulance until he got a career opportunity with East Valley Fire and Rescue (Yakima County Fire District 4).

He is excited to be back in the beautiful state of Idaho and honored to serve the people of Twin Falls.

Cody Jueden was born in Elko, Nevada, and was mostly raised there as well until he moved to Charleston, South Carolina in 2018 to pursue a career in firefighting. He began his career in the fire service in 2015 as a member of the mine rescue team at Newmont mining, a gold mine near Elko, and volunteered as well.

He lived in Charleston for a year and a half before deciding to come back to be closer to family. Twin is a place he has always considered a home away from home, which is why he is grateful and excited to be here, and he looks forward to the opportunities that are here as well as the opportunity he will now have with the Twin Falls Fire Department.

Christian Casey was born in Yakima, Washington, and raised in Naches, Washington. He graduated from Naches Valley High School in 2018. After he graduated, he went to college at Wenatchee Valley college to continue his education and play baseball. He has worked every summer since he was sixteen in Alaska during the commercial sockeye salmon run. He's made some good memories and some lifelong friends.

He always thought that the fire service would be a perfect fit for him, so he started his career pursuit at Yakima County Fire District #6. He enjoys spending his free time in the mountains. Specifically, hunting, fishing, shed hunting, snowmobiling, and riding dirt bikes. He is very grateful for this opportunity to start

a career in an area with a great community and department. He looks forward to serving the City of Twin Falls.

Mitchell Wilson was born in Orem, Utah, and raised in the Bay Area in California. He graduated from Alhambra High School in 2012. After graduating, he spent a short time at Western Oregon University before taking two years to serve a mission in San Antonio, Texas from 2013 to 2015. Upon returning, he went back to Western Oregon and received a bachelor's degree and also attended Chemeketa Community College where he received his associate degree in Fire Suppression.

When he's not at work, he enjoys working out, hiking with friends, and spending time with his family and dogs. He is very grateful to have the chance to work for the Twin Falls Fire Department and serve the people of Twin Falls.

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Chief Kenworthy would like to have Twin Falls Fire Department's four newest Firefighters sworn in before the City Council, with Mayor Ruth Pierce administering the Firefighter's Oath of Office on this Monday, January 31, 2022.

Attachments:

1. Firefighter Oath of Office

City of Twin Falls Fire Department
State of Idaho
Firefighter Oath of Office

I, _____, do hereby declare, that as a member of the Twin Falls Fire Department, my duty is to serve the people I swear to protect, to safeguard and preserve life, health, property, and against fire and other perils.

I will uphold the standards of my profession, continually searching for new and improved methods of serving the people and will share my knowledge and skill with my colleagues and descendants.

I recognize the badge of my office as a symbol of public faith and trust, and I accept so long as I am true to the ethics of the fire service.

I will uphold the values and leadership philosophy of the City of Twin Falls.

I will constantly strive to achieve the objectives and ideals that the fire service instills, dedicating myself to saving life's, preventing, and suppressing fires, and performing other duties enacted and placed upon me.

I accept this self-imposed and self-enforced obligation as my responsibility and make these promises so solemnly, freely, and upon my honor.

Signature

SUBSCRIBED AND SWORN to before me this _____ day of _____.

ATTEST:

Les Kenworthy, Fire Chief





Date: Monday, January 31, 2022
To: Honorable Mayor and City Council
From: Lisa Strickland

ACTION ITEM

Request:

Request to adopt Ordinance 2022-004 for the Annexation of property located at 3262 E 3700 N.

Time Estimate:

Approximately five (5) minutes for presentation and questions.

Background:

On November 30, 2021, the Planning and Zoning Commission sent a positive recommendation to City council for this property to be zoned M2, Heavy Industrial, if annexation was approved by City Council.

On December 20, 2021, the City Council heard, deliberated, and approved the Annexation of the property located at 3262 E 3700 N, as requested by the applicant.

Approval Process:

In order to enact this ordinance today, Council would need to suspend the rules and place it on third and final reading by motion, and half plus 1 approval.

Budget Impact:

N/A

Regulatory Impact:

Annexation will bring this property into City jurisdiction for all Titles listed in City Code. Whereas previously, the property had been subject to Title 10 - Land Use Regulations only, as required by the Areas of Impact Agreement.

History:

N/A

Analysis:

N/A

Conclusion:

As directed by Council, staff has prepared an ordinance to finalize the Annexation process.

Attachments:

1. O-2022-004 Annex ORDINANCE
2. PZ21-0162 Vicinity Map

ORDINANCE NO. O-2022-004

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

WHEREAS, Twins Industrial LP and Gregg Hamann, Trustee of the Gregg Hamann Family Trust UDT dated 4/25/86 as amended has made application for annexation of property located at 3262 E 3700 N; and,

WHEREAS, the City Planning & Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 30th day of November, 2021, to consider the Zoning Designation and necessary Area of Impact and Zoning District Maps amendment upon annexation of the real property below described; and,

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

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 20th day of December, 2021, to consider the Zoning Designation and necessary Area of Impact and Zoning Districts Map amendment upon annexation of the real property below described.

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

SECTION 1. The following described real property be and the same is hereby annexed into and declared to be a part of the City of Twin Falls, Idaho:

"Exhibit A"- Legal Description

AND all public streets, highways, alley and public rights-of-way adjacent and within this description.

SECTION 2. The real property described in Section 1 hereof be and the same is hereby zoned M-2, Heavy Manufacturing.

SECTION 3. Public services may not be available at the time of development of this property, depending upon the speed of development of this and other developments, and the ability of the City to obtain additional water and/or

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

SECTION 4. The Area of Impact and Zoning Districts Map for the City of Twin Falls, Idaho, be and the same is hereby amended to reflect the newly incorporated real property as hereby zoned.

SECTION 5. The City Clerk immediately upon the passage and publication of this Ordinance is required by law certify a copy of the same and deliver said certified copy to the County Recorder's office for indexing and recording.

PASSED BY THE CITY COUNCIL _____, 20____

SIGNED BY THE MAYOR _____, 20____

Mayor

ATTEST:

Deputy City Clerk

PUBLISH: Thursday, _____, 20____

“Exhibit A”

A parcel of land located in the SW1/4 SE1/4, Section 24 and the NW1/4 NE1/4, Section 25, T. 10 S., R. 17 E., Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

BEGINNING at the S1/4 Corner of said Section 24 which is a brass cap from which the SE Corner of said Section 24 which is a brass cap bears S 89°54'49" E, 2644.62 ft. the Basis of Bearing of this description, run thence N 00°05'08" W along the westerly boundary of said SW1/4 SE1/4 a distance of 1320.53 ft. to the NW Corner of the SW1/4 SE1/4 which is a ½" rebar;

Thence S 89°51'36" E along the northerly boundary of said SW1/4 SE1/4 a distance of 1329.12 ft. to the NE Corner of the SW1/4 SE1/4 which is a ½" rebar with a plastic cap;

Thence S 00°12'36" W along the easterly boundary of said SW1/4 SE1/4 a distance of 1319.28 ft. to the SE Corner of the SW1/4 SE1/4;

Thence South a distance of 25.00 ft. to a point on the southerly right-of-way of Orchard Drive East;

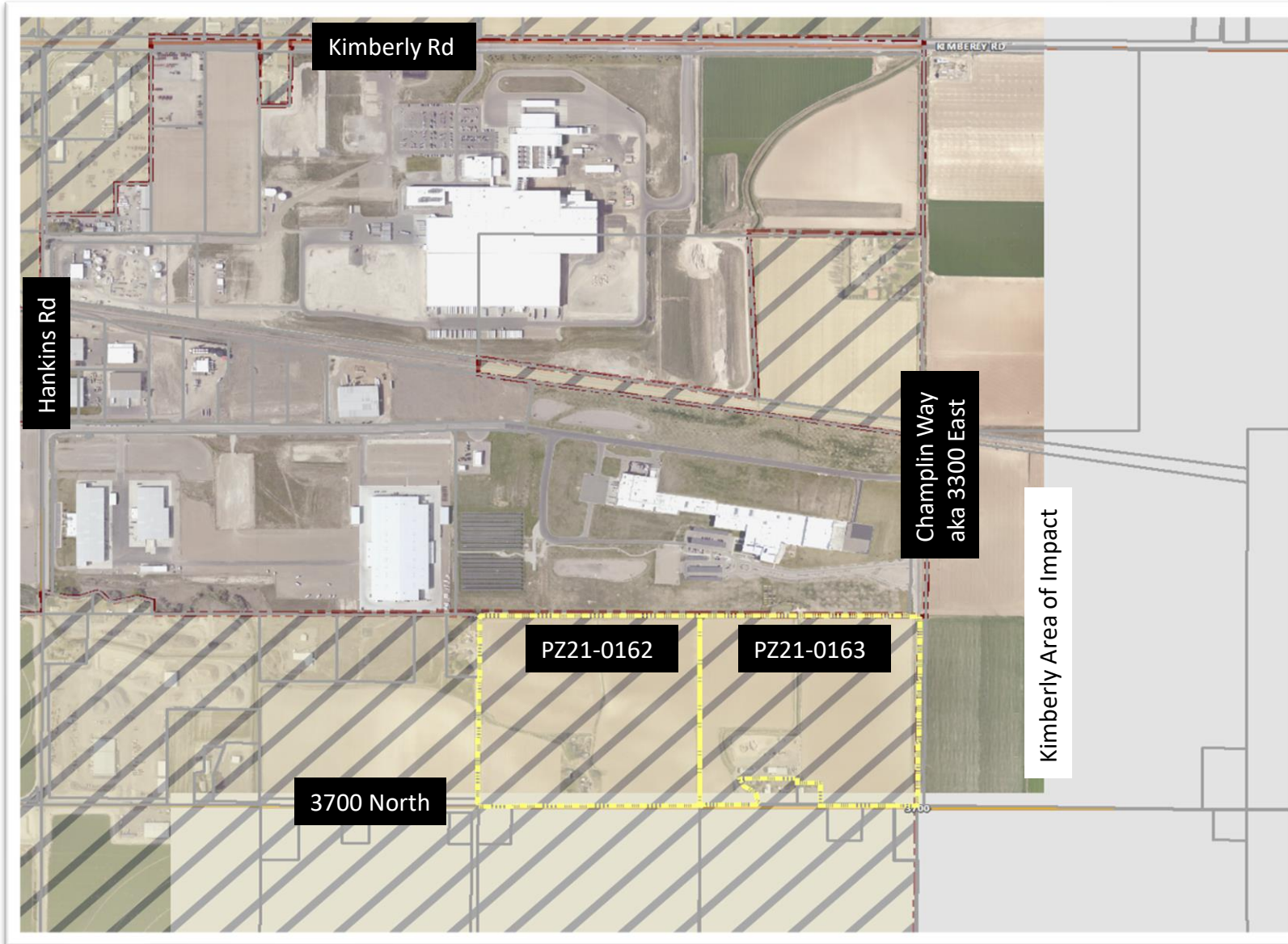
Thence N 89°54'49" W along said southerly right-of-way a distance of 1322.31 ft.;

Thence North a distance of 25.00 ft. to the POINT OF BEGINNING.

PARCEL CONTAINS 40.93 ACRES



Vicinity Map





Date: Monday, January 31, 2022
To: Honorable Mayor and City Council
From: Lisa Strickland

ACTION ITEM

Request:

Request to adopt Ordinance 2022-005 for the Annexation of property located at 3270 E 3700 N.

Time Estimate:

Approximately five (5) minutes for presentation and questions.

Background:

On November 30, 2021, the Planning and Zoning Commission sent a positive recommendation to City council for this property to be zoned M2, Heavy Industrial, if annexation was approved by City Council.

On December 20, 2021, the City Council heard, deliberated, and approved the Annexation of the property located at 3262 E 3700 N, as requested by the applicant.

Approval Process:

In order to enact this ordinance today, Council would need to suspend the rules and place it on third and final reading by motion, and half plus 1 approval.

Budget Impact:

N/A

Regulatory Impact:

Annexation will bring this property into City jurisdiction for all Titles listed in City Code. Whereas previously, the property had been subject to Title 10 - Land Use Regulations only, as required by the Areas of Impact Agreement.

History:

N/A

Analysis:

N/A

Conclusion:

As directed by Council, staff has prepared an ordinance to finalize the Annexation process.

Attachments:

1. O-2022-005 Annex Ordinance
2. PZ21-0163 Vicinity Map

ORDINANCE NO. O-2022-005

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

WHEREAS, Twins Industrial, LP has made application for annexation of property located at 3270 E 3700 N; and,

WHEREAS, the City Planning & Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 30th day of November, 2021, to consider the Zoning Designation and necessary Area of Impact and Zoning District Maps amendment upon annexation of the real property below described; and,

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

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 20th day of December, 2021, to consider the Zoning Designation and necessary Area of Impact and Zoning Districts Map amendment upon annexation of the real property below described.

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

SECTION 1. The following described real property be and the same is hereby annexed into and declared to be a part of the City of Twin Falls, Idaho:

"Exhibit A"- Legal Description

AND all public streets, highways, alley and public rights-of-way adjacent and within this description.

SECTION 2. The real property described in Section 1 hereof be and the same is hereby zoned M-2, Heavy Manufacturing.

SECTION 3. Public services may not be available at the time of development of this property, depending upon the speed of development of this and other developments, and the ability of the City to obtain additional water and/or

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

SECTION 4. The Area of Impact and Zoning Districts Map for the City of Twin Falls, Idaho, be and the same is hereby amended to reflect the newly incorporated real property as hereby zoned.

SECTION 5. The City Clerk immediately upon the passage and publication of this Ordinance is required by law certify a copy of the same and deliver said certified copy to the County Recorder's office for indexing and recording.

PASSED BY THE CITY COUNCIL _____, 20____

SIGNED BY THE MAYOR _____, 20____

Mayor

ATTEST:

Deputy City Clerk

PUBLISH: Thursday, _____, 20____

“Exhibit A”

A parcel of land located in the SE1/4 SE1/4, Section 24 and the NE1/4 NE1/4, Section 25, T. 10 S., R. 17 E., Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

BEGINNING at the SE Corner of said Section 24 which is a brass cap from which the S1/4 Corner of said Section 24 which is a brass cap bears N 89°54'49" W, 2644.62 ft. the Basis of Bearing of this description, run thence South a distance of 25.00 ft. to a point on the southerly right-of-way of Orchard Drive East;

Thence N 89°54'49" W along said southerly right-of-way a distance of 585.04 ft.;

Thence N 00°05'11" E a distance of 180.57 ft. to a ½" rebar with a plastic cap;

Thence N 89°54'49" W a distance of 140.00 ft. to a ½" rebar with a plastic cap;

Thence N 00°05'11" E a distance of 32.29 ft. to a ½" rebar with a plastic cap;

Thence N 89°54'33" W a distance of 353.78 ft. to a ½" rebar with a plastic cap;

Thence S 21°21'13" E a distance of 64.27 ft. to a ½" rebar with a plastic cap;

Thence S 42°41'12" E a distance of 18.78 ft. to a ½" rebar with a plastic cap;

Thence S 61°20'28" E a distance of 58.22 ft.;

Thence S 39°29'55" E a distance of 27.78 ft. to a ½" rebar with a plastic cap;

Thence S 15°49'29" E a distance of 67.62 ft. to a ½" rebar with a plastic cap located at the southerly boundary of said Section 24;

Thence South a distance of 25.00 ft. to a point on said southerly right-of-way of Orchard Drive East;

Thence N 89°54'49" W along said southerly right-of-way a distance of 367.15 ft.;

Thence North 25.00 ft. to the SW Corner of said SE1/4 SE1/4 of Section 24;

Thence N 00°12'36" E along the westerly boundary of said SE1/4 SE1/4 a distance of 1319.28 ft. to the NW Corner of said SE1/4 SE1/4 which is a ½" rebar with a plastic cap;

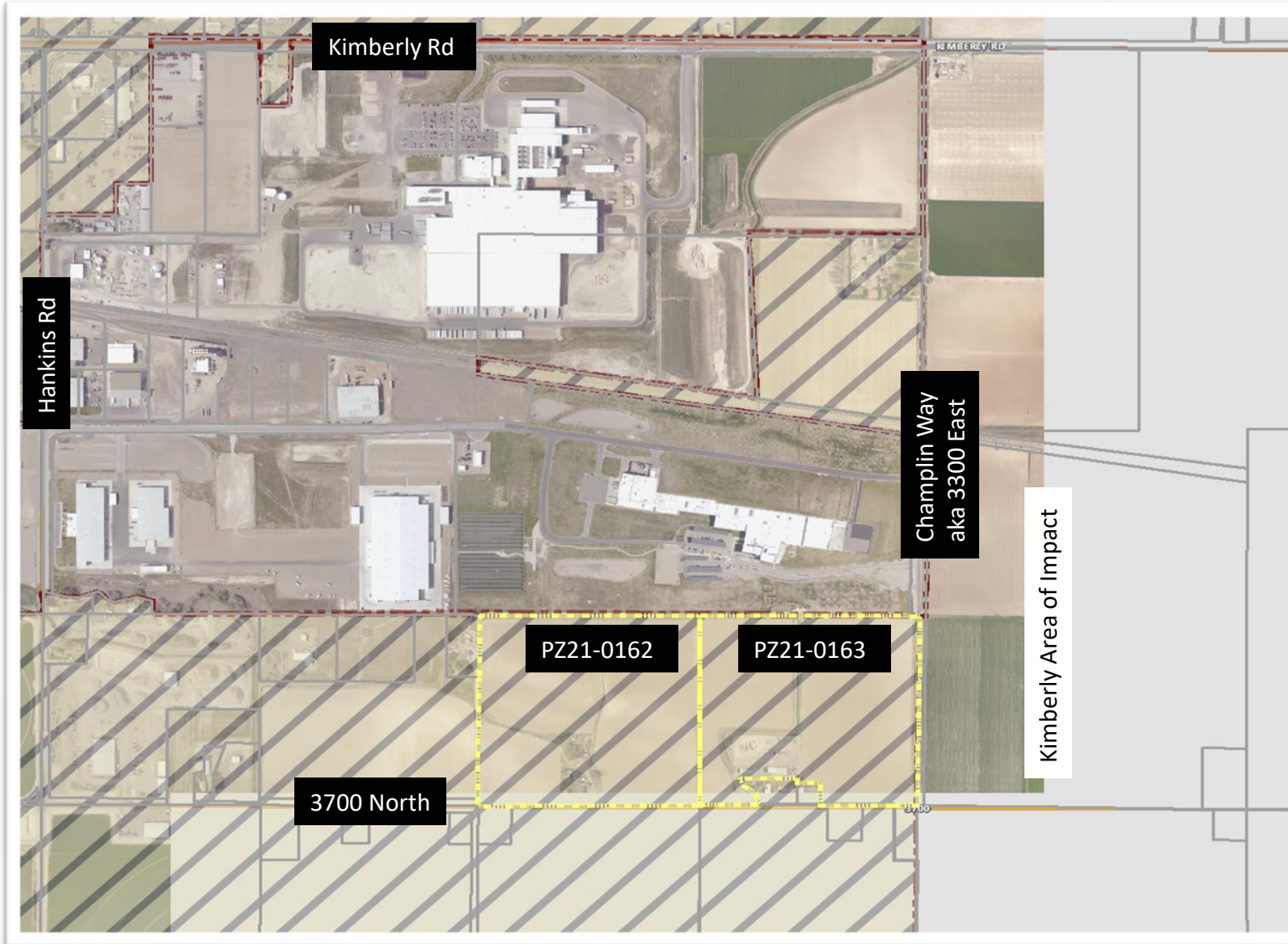
Thence S 89°51'36" E along the northerly boundary of said SE1/4 SE1/4 a distance of 1329.12 ft. to the NE Corner of said SE1/4 SE1/4 which is a 5/8" rebar;

Thence S 00°30'21" W along the easterly boundary of said SE1/4 SE1/4 a distance of 1318.07 ft. to the POINT OF BEGINNING.

PARCEL CONTAINS 38.94 ACRES



Vicinity Map





Date: Monday, January 31, 2022
To: Honorable Mayor and City Council
From: Ian Zollinger

ACTION ITEM

Request:

Request to adopt Ordinance 2022-006 for the Annexation of property located at the Northwest corner of the intersection of Kimberly Road and Hankins Road.

Time Estimate:

Approximately five (5) minutes for presentation and questions.

Background:

On December 14, 2021, the Planning and Zoning Commission sent a positive recommendation to City Council for this property to be zoned C1, Commercial Highway District, if annexation was approved by City Council.

On January 10, 2022, the City Council heard, deliberated, and approved the Annexation of the property located at the northwest corner of the intersection of Kimberly Road and Hankins Road, as requested by the applicant.

Approval Process:

In order to enact this ordinance today, Council would need to suspend the rules and place it on third and final reading by motion, and half plus 1 approval.

Budget Impact:

N/A

Regulatory Impact:

Annexation will bring this property into City jurisdiction for all Titles listed in City Code. Whereas previously, the property had been subject to Title 10 - Land Use Regulations only, as required by the Areas of Impact Agreement.

History:

N/A

Analysis:

N/A

Conclusion:

As directed by Council, staff has prepared an ordinance to finalize the Annexation process.

Attachments:

1. PZ21-0174 The Housing Co ANNEX draft ord

ORDINANCE NO. O-2022-006

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

WHEREAS, The Housing Company/Blake Jumper for M&R Wood LLC has made application for annexation of property located at the Northwest corner of the intersection of Kimberly Road and Hankins Road; and,

WHEREAS, the City Planning & Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 14th day of December, 2021, to consider the Zoning Designation and necessary Area of Impact and Zoning District Maps amendment upon annexation of the real property below described; and,

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

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 10th day of January, 2022, to consider the Zoning Designation and necessary Area of Impact and Zoning Districts Map amendment upon annexation of the real property below described.

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

SECTION 1. The following described real property be and the same is hereby annexed into and declared to be a part of the City of Twin Falls, Idaho:

"Exhibit A"- Legal Description

AND all public streets, highways, alley and public rights-of-way adjacent and within this description.

SECTION 2. The real property described in Section 1 hereof be and the same is hereby zoned C-1 Commercial Highway District.

SECTION 3. Public services may not be available at the time of development of this property, depending upon the speed of development of this and other developments, and the ability of the City to obtain additional water and/or

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

SECTION 4. The Area of Impact and Zoning Districts Map for the City of Twin Falls, Idaho, be and the same is hereby amended to reflect the newly incorporated real property as hereby zoned.

SECTION 5. The City Clerk immediately upon the passage and publication of this Ordinance is required by law certify a copy of the same and deliver said certified copy to the County Recorder's office for indexing and recording.

PASSED BY THE CITY COUNCIL _____, 20____

SIGNED BY THE MAYOR _____, 20____

Mayor

ATTEST:

Deputy City Clerk

PUBLISH: Thursday, _____, 20____

Exhibit A

**Legal Description
Annexation
Twin Falls County, Idaho**

Being a portion of the S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14 and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 23, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

Beginning at the Northeast corner of said Section 23, said corner lies South 89°11'56" East 2602.31 feet from the North Quarter corner of said Section 23 and being the REAL POINT OF BEGINNING;

Thence, along the East Boundary of the NE $\frac{1}{4}$ of said Section 23, South 00°25'08" East 47.88 feet to a point on the South Right-of-Way Boundary of Kimberly Road (U.S. Highway 30);

Thence, along said South Right-of-Way Boundary, along the arc of a non-tangent curve to the right having a radius 58814.90 feet, through a central angle of 00°29'17", an arc distance of 501.03 feet and a long chord that bears North 89°26'34" West 501.03 feet;

Thence, continuing along said South Right-of-Way Boundary, North 89°11'56" West 150.18 feet;

Thence, leaving said South Right-of-Way Boundary, North 00°06'02" East 393.17 feet along a line parallel with the East Boundary of the SE $\frac{1}{4}$ of said Section 14;

Thence, South 89°10'20" East 650.80 feet to a point on said East Boundary;

Thence, along said East Boundary, South 00°06'02" West 342.87 feet to said REAL POINT OF BEGINNING.

Containing approximately 5.86 acres.

End of Description