



Twin Falls City Council Agenda

Tuesday, June 21, 2022, 5:00 PM

Council Chambers
203 Main Avenue East- Twin Falls, Idaho

AMENDED

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:** City Council June 13, 2022 Minutes.
By: Erin Parrish, Executive Assistant
 - b) **ACTION ITEM:** Request to approve Accounts Payable for June 9-15, 2022.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to approve the Wells Fargo Credit Commercial Card for May 2022
By: Amy Luna, Finance Administrative Assistant
 - d) **ACTION ITEM:** Request to approve an Alcohol License for Christensen Inc. at 322 Addison W. & 1992 Kimberly Rd. (Formally United Oil).
By: Amy Luna, Finance Administrative Assistant
 - e) **ACTION ITEM:** Consideration of a request to terminate an airport hangar ground lease agreement with Kevin and Sherry Owings.
By: William Carberry, Airport Manager
 - f) **ACTION ITEM:** Consideration of a request to approve an airport hangar ground lease with J. Scott Lyman.
By: William Carberry, Airport Manager
 - g) **ACTION ITEM:** Request to approve the 2022-2023 Alcohol Licenses Renewals
By: Amy Luna, Finance Administrative Assistant
- 5) ITEMS OF CONSIDERATION
 - a) Request to confirm the re-appointment of Rudy Ashenbrenner to the Urban Renewal Agency board.
By: Travis Rothweiler, City Manager

- b) **ACTION ITEM:** Request to confirm the City Manager's appointment of Ida Clark to the position of Human Resource Director.
By: Travis Rothweiler, City Manager
- c) **ACTION ITEM:** Seeking City Council priorities for the development of the FY 2022-2023 budget.
By: Travis Rothweiler, City Manager
- 6) GENERAL PUBLIC INPUT
- 7) ADVISORY BOARD REPORT/ANNOUNCEMENTS
- 8) PUBLIC HEARINGS
 - a) **ACTION ITEM:** Request to allow for additional height beyond 50 feet on property located on 2nd Avenue South between Hansen Street and Shoshone Street c/o Bill Truax on behalf of Galena Opportunity, Inc. (PZ22-0051).
By: Jonathan Spendlove, Planning & Zoning Director
- 9) EXECUTIVE SESSION
 - a) **ACTION ITEM:**
Executive Session 74-206 (1)(j) To consider labor contract matters authorized under section 74-206A (1)(a) and (b), Idaho Code.

By: Travis Rothweiler, City Manager
 - b) **ACTION ITEM:**
Executive Session 74-206 (1)(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general.

By: Travis Rothweiler, City Manager
 - c) **ACTION ITEM: EXECUTIVE SESSION 74-206 (1)(f)** To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

By: Travis Rothweiler, City Manager
- 10) ADJOURNMENT

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, June 13, 2022, 5:00 PM

203 Main Ave East
Twin Falls, ID 83303-1907
Council Chambers

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Ruth Pierce, Vice Mayor Christopher Reid, Council Members Spencer Cutler, Jason Brown, Nikki Boyd, Shawn Barigar.

Absent: Craig Hawkins

Staff Present: Mitch Humble, Deputy City Manager; Gretchen Scott, Deputy City Manager; Sonia Salas, Help Desk Technician; Erin Parrish, Executive Assistant; Josh Baird, Public Works Director; Mark Thomson, Street Superintendent Public Works; Nathan Erickson, Environmental Engineer; Sam Hammond, City Administration Intern; Josh Palmer, Public Information Coordinator; Lou Coronado, Sergeant, Twin Falls Police Department; Shayne Nope, City Attorney; Troy Vitek, City Engineer; Craig Kingsbury, Chief, Twin Falls Police Department.

Mayor Pierce called the meeting to order at 05:00 PM.

A quorum was present.

2) PLEDGE OF ALLEGIANCE

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

3) PROCLAMATIONS - None.

4) CONSENT CALENDAR

MOTION: Council Member Cutler moved to approve the Consent Calendar as published. **Vice Mayor Reid** seconded the motion. Roll call vote showed all members present voted. Approved 6 to 0.

- a) Consideration of a request from Stan Sorenson to hold the Back the Blue Community Event.
- b) Consideration of a request to hold the Taproot Church outdoor service and picnic in the park event.
- c) City Council Minutes June 6, 2022.
- d) Consideration of a request to accept the Improvement Agreement for the purpose of developing **Kenyon Meadow Subdivision**.
- e) Consideration of a request to approve a Trust Agreement for the **Kenyon Meadow Subdivision**, placing all lots in trust.
- f) Request to approve Accounts Payable for June 2-8, 2022.
- g) Request to approve June 8, 2022, Travel Requests.

5) ITEMS OF CONSIDERATION

- a) Reimbursement of operational expenses at the Wastewater Treatment Facility.
Josh Baird, Public Works Director, introduced **Jack Bennion, Project Manager, Jacobs Construction**, who gave the presentation.

- b) Paint the Plow Presentation.

Mark Thomson, Street Superintendent, Public Works, gave the presentation. **Rylee Thomson, Forget Me Nots Club**, was introduced and gave a PowerPoint presentation on Paint the Plow.

6) GENERAL PUBLIC INPUT

Craig Kingsbury, Chief, Twin Falls Police Department, gave information about fireworks and the upcoming season.

Discussion ensued on the following:

Vice Mayor Reid asked what things the police can use that are beneficial to them regarding reporting and recording illegal fireworks.

Shayne Nope, City Attorney, clarified some code enforcement issues with fireworks.

Council Member Barigar encouraged people to take personal responsibility for not breaking the law or disrupting others' privacy. Be a good neighbor.

Dakota Cardinet, resident of Twin Falls, spoke on the topic of traffic and roads.

Tim Hafer, resident of Twin Falls, spoke about the Pride Event and how wonderful it was.

Patty Cameron, resident of Twin Falls, asked questions about follow-up with the homeowners taking responsibility for the utility bills.

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

Mitch Humble, Deputy City Manager, introduced **Samantha Hammond, City Administration's Office Intern** for the summer. He also reminded everyone that Monday is a holiday, so the City Council Meeting will be on Tuesday next week.

8) PUBLIC HEARINGS - None.

9) EXECUTIVE SESSION

- a) **EXECUTIVE SESSION 74-206 (1)(f)** To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

MOTION: Vice Mayor Reid moved to convene into Executive Session 74-206 (1)(f). **Council Member Barigar** seconded the motion. Roll call vote showed all members present voted. Approved 6 to 0.

Executive Session began at 5:45 PM.

10) ADJOURNMENT

Executive Session adjourned at 06:15 PM.

Erin Parrish, Executive Assistant



Date: Tuesday, June 21, 2022
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Consent Calendar

Termination of an airport ground lease

Request:

Consideration of a request to terminate an airport hangar ground lease agreement with **Kevin and Sherry Owings**.

Background:

The airport has been working with **Kevin and Sherry Owings** to develop the attached termination of ground lease agreement due to their desire to sell their hangar and terminate the ground lease with the airport. The hangar will be sold to **J. Scott Lyman** and the airport will prepare a new ground lease for them.

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

Budget Impact: The approval will allow for the airport to transfer the parcel to a new lessee and receive the ground rent.

Regulatory Impact: The termination agreement allows the airport to end one lease and issue a new lease agreement for the parcel.

Conclusion:

Staff recommends that the City Council approve the request for an Airport ground lease termination agreement with **Kevin and Sherry Owings** and authorize the Mayor to sign the agreement.

Attachments: Airport Ground Termination Agreement

TERMINATION OF AIRPORT LEASE AGREEMENT

THIS AGREEMENT is made effective the 3rd day of May 2022, by and between the **CITY OF TWIN FALLS, IDAHO**, and **COUNTY OF TWIN FALLS, IDAHO**, hereinafter referred to as “Lessor,” and **KEVIN J. OWINGS** and **SHERRY D. OWINGS**, hereinafter referred to as “Lessees.”

WHEREAS, the parties hereto entered into an Airport Lease Agreement (“Lease”) effective October 1, 2005, and subsequently amended the lease on January 1, 2007 for the Premises described as Block 4, Lot 15 consisting of 9,636 square feet at Joslin Field – Magic Valley Regional Airport; and,

WHEREAS, Lessees has requested that the lease agreement be terminated, and a new lease issued to J. Scott Lyman for the Premises effective May 3, 2022.

NOW THEREFORE, the parties agree as follows:

1. The Airport Lease Agreement effective October 1, 2005 and any amendments thereto, is terminated effective May 3, 2022.
2. In consideration for the issuance of a new lease to J. Scott Lyman for the Premises effective May 3, 2022, Lessees warrant and affirm that Lessees are in compliance with all terms of the existing lease.

IN WITNESS WHEREOF, the Lessor and Lessees execute this agreement.

Lessor:

City of Twin Falls, Idaho

Mayor, City Council

Date:_____

Commissioner, County Commissioners

Date:_____

Lessees:

Kevin J. Owings

Date:_____

Sherry D. Owings

Date:_____



Date: Tuesday, June 21, 2022
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 J. Scott Lyman

Background:

The airport has been working with the applicant, Scott Lyman, to assume a new ground lease associated with a recent purchase of a hangar from Kevin and Sherry Owings. Scott Lyman currently has an aircraft and a hangar on the airport and is upsizing thru the purchase of the Owings hangar. This agenda item is accompanied by the associated ground lease termination agreement with Kevin and Sherry Owings.

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 a hangar ground lease agreement with J. Scott Lyman, and authorize the Mayor to sign the agreement.

Attachments:

Airport ground lease agreement

AIRPORT GROUND LEASE AGREEMENT – PRIVATE HANGAR

THIS AIRPORT LEASE AGREEMENT (“Lease”) is made effective May 3, 2022, by and between the **CITY OF TWIN FALLS, IDAHO**, and **COUNTY OF TWIN FALLS, IDAHO**, hereinafter referred to as “Lessor,” and **J. SCOTT LYMAN**, 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 4, Lot 15 consisting of 9,636 square feet at Joslin-Field – Magic Valley Regional Airport (“Airport”).

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.** Lessee may use and occupy the leased Premises for the sole purpose of the construction, maintenance and operation of an aircraft hangar facility. The facility must be used primarily for aviation purposes, with other private purposes allowed concurrently. The Premises herein leased is to be used solely for the personal use of the Lessee and Lessee’s property. Commercial operations are not authorized. Lessee is prohibited from developing residential living quarters on the Premises. Further, Lessee shall not permit any person to use any part of the Premises for either permanent or temporary residential purposes. The unauthorized use or 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.** Throughout the Term and any extension or renewal thereof, Lessee shall have the nonexclusive right of ingress and egress to the Premises by way of access roads, runways, taxiways, and aprons pursuant to applicable Federal Aviation Administration 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 May 3, 2022, and end September 30, 2047. At the expiration of the initial term, Lessee may extend this Lease for one (1) additional fifteen (15) year period on such terms and conditions as the parties may agree, after giving written notice to 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) **Rent.** The parties agree that rent for the period October 1, 2022, through September 30, 2023 shall be at the rate of \$0.157 per sq. ft. for an annual amount of \$1,512.85.

(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, 2022, shall be \$0.157 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 rent payment effective October 1, 2022, was calculated as follows:

Rent Escalation Calculation		
Current Year CPI-U (2021)	-	270.970
Previous Year CPI-U (2020)	-	258.811
Current Year - Previous Year = Change	-	12.159
Change / Previous Year x 100 = % Change	-	4.70%
Previous Rent Per SqFt (2021)	-	\$0.15
Current Rent Per SqFt (2022)	-	\$0.157

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 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.

7. **Outside Storage.** Lessee is prohibited from storing any personal property outside the buildings on the Premises except operable equipment and vehicles owned by Lessee. Such

storage shall comply with all city, county and state codes and National Fire Protection Association Standard 409. Business or commercial storage of any kind is strictly prohibited.

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 on the 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 charge Lessee the actual cost incurred to comply with this Section or a reasonable fee for the 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 subgrade 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 repair or replacement 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 Lessee.

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 Section, 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 alternative site if in the opinion of Lessor, 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 Section to cause Lessee to remove its hangar from the Premises and relocate it to another location on the Airport, 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. Compliance With Law. Lessee agrees to comply with all municipal, 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.

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 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 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, 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 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.

18. 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 19. Lessor shall not be liable for any personal injury or property damage which may be sustained by Lessee, its employees, agents, invitees, 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 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.

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, 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 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 such insurance shall protect, hold harmless, and indemnify Lessor not only against any and all such liability, but also against all loss, expense 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. 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.

20. 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.

21. 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.

22. 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 occupy and use the Premises at Joslin Field-Magic Valley Regional Airport.

23. 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 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.

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

B. Remedies upon Default. If there is a default by Lessee under this Lease, 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 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.

24. Termination. In addition to the right to terminate this Lease as provided in Section 23, 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 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 exercises its right under this paragraph to cause Lessee to remove Lessee's 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 Section 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.

25. Lessee's duties upon Termination or Expiration.

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 (180) days of the termination or expiration of this Lease ("Removal Period). During the Removal 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 the Removal Period, Lessee shall have the right to sell Lessee's personal property, including improvements, (hereafter collectively referred to as the "Property"), to a third party, however, the Property must be removed from the Premises or a new Lease executed with Lessor within the Removal Period. If Lessee fails to remove all the Property, and restore the Premises within the Removal Period, Lessor shall have the right, but not the obligation, to purchase the Property for the sum of One and No/100 (\$1.00) Dollar. Lessee agrees to execute all documents necessary to transfer title to the Property from Lessee to Lessor and thereafter Lessee shall have no further right, title or interest in the above-described Property and Lessor shall be entitled to possession and ownership of the Property. In the alternative, Lessor may remove the same and restore the Premises, at Lessee's sole cost and expense, which amount shall be due and payable to Lessor within thirty (30) days after Lessee's receipt of Lessor's demand therefor.

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.

26. 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.

27. 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 Section 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.

28. 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. 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 Lessor.

29. 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 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, 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.

30. 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.

31. 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 Premises 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, 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 on the Premises; (2) that in Lessee's 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's shall have the right to terminate this Lease, and to re-enter and repossess the Premises 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 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.

32. 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.

33. 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.

34. Assignments and Subleases. Lessee may sublease Premises square footage for no more than one non-owned aircraft or assign the entire 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) any sublease of hangar square footage must be used for the storage of one aircraft 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.

35. **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.

36. **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.

37. **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 address:

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

Lessee: J. Scott Lyman
3150 N. 3375 E.
Kimberly, Idaho 83341

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.

38. **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.

39. **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.

40. **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.

(Intentionally Blank)

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

LESSORS: CITY OF TWIN FALLS, IDAHO

By _____
Mayor, City Council

COUNTY OF TWIN FALLS, IDAHO

By _____
Chairperson, County Commissioners

LESSEE: J. Scott Lyman

By _____
J. Scott Lyman



Date: Tuesday, June 21, 2022
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

Request:

Consideration of a request to reappoint Rudy Ashenbrener (second term) to the Twin Falls Urban Renewal Agency Board of Commissioners and waive the residency requirement as described in Twin Falls City Code 2-1-1.

Time Estimate:

The presentation of applicants will take approximately 10 minutes in addition to time needed for answering questions.

Background:

The Twin Falls Urban Renewal Agency has a total of 7 members. Mr. Ashenbrener's terms of office has ended. He asked to be considered for a second term. He is the only member of the Board whose term is ending this year.

Mr. Ashenbrener is an active, contributing member of the Board. He is currently serving as the Chairman of the Board.

Because he was the only one and interested in serving a second term, the City did not send out a call for candidates. As a part of the process, Mayor Pierce had a conversation with Ruth to confirm his interest in continuing to serve on the Board as well as his role as a member of the Commission.

His appointment is now before the City Council for its consideration. Like all Mayoral appointments, Mr. Ashenbrener's appointment requires a majority vote of the City Council members present. The City Council will also need to waive the residency requirement.

If appointed, his term will begin on July 1, 2021 and will be for three years.

Approval Process:

Approval requires a simple majority vote of the City Council members present.

Budget Impact:

There is no budget impact associated with this request.

Regulatory Impact:

IDAHO CODE 50-2006 (B) Upon satisfaction of the requirements under subsection (a) of this section, the urban renewal agency is authorized to transact the business and exercise the powers hereunder by a board of commissioners to be established as follows:

(1) Unless provided otherwise in this section, the mayor, by and with the advice and consent of the local governing body, shall appoint a board of commissioners of the urban renewal agency, which shall consist of not less than three (3) commissioners nor more than nine (9) commissioners. In the order of appointment, the mayor shall designate the number of commissioners to be appointed, and the term of each, provided that the original term of office of no more than two (2) commissioners shall expire in the

same year. The commissioners shall serve for terms not to exceed five (5) years, from the date of appointment, except that all vacancies shall be filled for the unexpired term.

2-1-1: LIMITATION OF ELIGIBILITY:

Except as otherwise provided herein, no person shall be eligible to serve more than two (2) consecutive full terms upon any advisory commission of the city and the Twin Falls housing authority, Twin Falls library board and Twin Falls urban renewal agency. A partial term served before the first full term shall not disqualify a person from serving two (2) consecutive full terms. There shall be no limit on the number of consecutive terms served by members of the advisory committee to the Twin Falls building inspection department.

The members of all advisory commissions established under this title shall be residents of the city unless this residency requirement is specifically waived by the council.

No person shall be appointed to an advisory commission where a related person serves on the same advisory commission. For purposes of this section, "relative" shall mean any person related by either blood or marriage within the second degree. "Second degree" shall be defined as grandparents, parents, children, brothers or sisters. (Ord. 2972, 6-15-2009)

2-1-2: LOCAL BACKGROUND CHECKS:

All persons proposed for appointment/election to a city advisory commission, as either a board member or officer, shall first be subject to a local criminal background check by the Twin Falls police department. The results of these background checks shall be made available to the mayor and city council before any such appointment/election. (Ord. 3080, 11-3-2014)

Attachments

1. None



Date: Tuesday, June 21, 2022
To: Honorable Mayor and City Council
From: Travis Rothweiler

ACTION ITEM

Request:

Request to confirm the City Manager's appointment of Ida Clark to the position of Human Resource Director.

Time Estimate:

The staff presentation and Oath of Office - 15 minutes
Comments by the Candidate - 5 minutes

Background:

The purpose of this agenda item is to appoint Mrs. Ida Clark to the position of Human Resource Director for the City of Twin Falls. In December 2021, the Council confirmed the appointment of Gretchen Scott as Deputy City Manager. This promotion created a Human Resources Director vacancy. A nationwide recruitment was initiated in March 2022 and from that process, Mrs. Ida Clark was selected to fill this critical role within the organization. Mrs. Clark earned her degree in Business Administration with a HR emphasis from UNLV. She is a SHRM certified professional and has her Idaho Risk Management certificate. In addition, she serves on the Idaho PRIMA board as the District VI representative.

Mrs. Clark has served in multiple capacities in both local and state governments in Idaho. Her employment background includes management roles in Planning & Zoning, Human Resources, and Risk Management. Mrs. Clark has experience in compensation, recruitment, personnel investigations, grant writing, and union negotiations. In addition, her past experiences working with leadership to drive strategic objectives make her an ideal candidate to join our organization and the executive leadership team.

It is my honor to present my appointment of Mrs. Ida Clark to you for confirmation.

Oath of Office:

Approval Process:

The approval of this request requires a simple majority (50%+1) of the members in attendance at this meeting.

Budget Impact:

The total cost of the Human Resource Director position is funded in the current FY 2022 budget.

Regulatory Impact:

Idaho Code Section 50-811, City Manager – Duties, states: shall “(m)ake the appointment of all department heads, subject to such civil service regulations as may relate thereto.”

Twin Falls Municipal Code Section 1-2-3 – CITY MANAGER – states, “The city council and its members shall deal with the administrative services of the city only through the city manager, except for the

purpose of inquiry, and neither the city council nor any member thereof shall give orders to any subordinates of the city manager. It shall be the responsibility of the city council and its members to aid and assist in an advisory capacity any department head, individually or collectively, on any phase of policy and/or public relations, such association not to conflict with the administrative duties of the city manager. (Ord. 3106, 10-5-2015)

Twin Falls Municipal Code Section 1-2-4 defines department heads as the deputy city managers, chief financial officer, police chief, fire chief, city engineer, public works director, and human resource director. (Ord. 3106, 10-5- 2015)

History:

Analysis:

Conclusion:

Attachments:

1. Clark, Ida - Resume_Redacted

Ida Clark, SHRM-CP

Human Resources Manager

Multi-talented human resources and benefits professional who excels in fast-paced settings. Broad experience in the analysis, design, and implementation of benefits, policies, recruitment programs, and employee relations. Combined extensive cross-department contacts with superior communicative skills to resolve complex problems including union grievances. Built collaborative partnerships with colleagues and departments to achieve objectives. Provided technical expertise and human resources knowledge from department heads to city and state leaders.

Selected Skills and Competencies

Employee Relations | Audits & Reviews | FLSA/Payroll | Recruitment | Labor Relations | FMLA/ADA
Problem Solving | Workers' Compensation | Investigations & Interviews | Benefits Management
Microsoft Office | Training | Analysis & Assessments | Regulation and Legal Compliance

Professional Experience and Achievements

Human Resource Specialist, Senior | State of Idaho Division of Human Resources 12/2021 - Present

Provide consultation to over 400 employees at the Idaho Transportation Department regarding employee relations, FMLA and ADA accommodations, and workforce development.

- Consults with and advises management and supervisors on employee relations.
- Investigates human resource problems and makes recommendations to management.
- Monitors and evaluates compliance with applicable laws, rules, policies, and procedures.
- Plans, organizes, and conducts job analysis and classification studies.

Planning & Zoning Manager | City of Jerome 4/2019 – 12/2021

Focused and committed to a safe and sustainable planning process to ensure Jerome remains inviting to families and profitable for businesses. Work closely with the Planning and Zoning Commissioners to provide residents a voice in the direction of planning for Jerome. Coordinates the Comprehensive Plan, the Land Use Ordinance, and the Building and Subdivision Code.

- Wrote and was awarded a \$50,000 Blue Cross Foundation Grant for healthy initiatives in the rewrite of the City's Comprehensive Plan.

- Developed a detailed business presentation advocating for a splash park and amphitheater for a local park. Results - awarded \$600,000 donation from Idaho Central Credit Union moving the concept to reality, which benefited Jerome residents and the surrounding communities.

- Discovered code restrictions that limited small land parcel use. Partnered with local engineering firms and developers to re-write code allowing "private streets" which spurred development.

- Authored first of its kind Landscape Ordinance for the City that resolved environmental and implementation challenges.

- Created and administered municipal grant from the CARES funding for local small businesses.

Human Resource and Risk Manager | City of Jerome 11/2011-4/2019

Transitioned HR from traditional labor relations function into a comprehensive HR organization focused on best-in-class HR policies, HRIS technology, employee and management training, and support of strategic city goals.

- Conducted a comprehensive audit of the Fire Union payroll practices as part of proactive HR and

Payroll processes, which found errors in wage augments. Teamed with Finance to create custom Excel workbooks that ensured Fire and Police wages were properly calculated, which resulted in savings for the city.

Successfully executed new compensation pay structures. Built cross-functional teams, including outside vendors, to complete a top to bottom compensation structure redesign.

Developed spreadsheets with custom formulas to resolve problematic pay equity problems. This initiative spanned two years and corrected internal and external wage concerns.

Implemented the City's first online applicant tracking and report system increasing applicant pool and reducing recruit to hire time frame.

Conducted confidential interviews regarding multifaceted employee relation matters. Determined facts and balanced findings against policy to recommend a course of action in alignment with the city's core values.

Restructured Workers' Compensation policies. Analysis discovered concerns costing the city thousands of dollars. Conducted market research and collaborated with department heads resulting in restructured policies - saving money since implementation.

Wrote and was awarded a \$10,000 Blue Cross Grant for Jerome Recreation District Kids Summer Camp. The grant provided over 100 children with nutritional classes, fresh produce, tennis shoes, bike helmets, and other Kids Summer Camp activities they would not have otherwise experienced.

Administrative & Records Specialist | City of Jerome Police Department

10/2010-11/2011

Managed and coordinated daily administrative operations for police officers, prosecuting attorneys, and the public regarding crime reports and incidents.

Created and implemented the first Police Department website.

Introduced process improvements that reduced customer waiting times for walk-in requests. Streamlined procedures increased customer satisfaction while reducing officer involvement.

Coordinated and scheduled training and certification for 18 officers and detectives.

Circulation Technician | City of Jerome Library

09/2009-10/2010

Provided exceptional customer service to patrons with book circulation and technological inquiries.

Updated Library staff job descriptions to better match actual duties.

Created a financial expenditures report resulting in a more efficient purchasing process.

Served as Pay for Performance / Strategic Planning committee member helping determine direction.

Human Resources Assistant | Bureau of Land Management, Reno, NV

06/2008-09/2008

Performed daily recruiting and benefit support for three field offices with more than 150 employees.

Discovered the HRIS was miscalculating firefighter hazard and location pay. Corrections resulted in thousands of dollars in savings in salary and benefit payments.

Audited reports to ensure transfers, hires, and resignations were accurately processed through the Federal Personnel and Pay System.

Assured payroll deadlines were met for various staffing, placement, and benefit actions.

Education, Certification, and Volunteerism

Bachelor of Science, Business Administration emphasis in Human Resources

University of Nevada, Las Vegas, NV

Honors: *cum laude*

SHRM-CP, Society for Human Resource Management Certified Professional
PRIMA, Idaho Risk Management Association, Risk Manager Certification

Current, Idaho Chapter of PRIMA, District VI board representative
Past, Mid-Snake Resource, Conservation, and Development Council, Secretary/Treasurer
Past, Jerome Veterans Memorial Park Upgrades Committee member
Past, North Park Improvement Committee member



Date: Tuesday, June 21, 2022
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

ACTION ITEM

Request:

Seeking City Council priorities for the development of the FY 2022-2023 budget.

Time Estimate:

Approximately 30 minutes.

Background:

The purpose of this agenda item is to provide a second update on the status of the City of Twin Falls' 2022-2023 fiscal year (FY 2023) budget. This step is the last in the process prior to the presentation of the City Manager's recommended budget for FY 2023, currently scheduled for July 5, 2021. Over the past several years, these preliminary discussions have assisted in guiding and developing previous budget concepts and strategies.

The focus of City leaders on planning, operational efforts, and organizational goals are all directed by the City's 2030 Strategic Plan. The strategic plan includes eight focus areas, that, when viewed collectively, will allow us to create and maintain an accessible, healthy, learning, environmental, responsible, prosperous, and secure community with a strong internal organization designed to meet the needs of our citizens, businesses, and visitors. For each focus area, there is a vision statement that describes the achievements culminating in the year 2030. To review the vision descriptions, please see the City of Twin Falls 2030 Strategic Plan.

Significant work has already been completed on construction of the City Manager's recommended budget. Some of the highlights include:

Property Taxes and Utility Fees

The FY 2023 budget incorporates the allowed Statutory 3% property tax revenue increase, the net New Construction and Annexation Rolls and a portion of the forgone balance, equal to 1% revenue, to raise the revenues necessary to deliver the critical public services to the citizens and our community.

The preliminary, net taxable value the City of Twin Falls will use to construct the FY 2023 budget is \$5,591,001,826. In 2021, the next taxable value was \$4,025,956,356. This represents an increase of \$1,565,045,470, or 27.99%. To put it in perspective, this year's increase in taxable value is greater than the cumulative increases to the City's taxable value between the years of 2018 to 2022.

The increase in the City's total taxable value will drive down the City's tax rate to \$4.78/\$1000 (0.00477733). It was \$6.22/\$1,000, representing a 30% decrease in the tax rate.

The net new construction roll is \$115,958,347 compared to \$103,086,201. Even though the new construction roll is nearly \$12.9M more this year compared to last, we will collect less than what we collected this year – not significant, a little more than \$1,000. This is based on the decrease in the tax rate for FY 2023, which plays a significant role in how the revenue is calculated.

We are not requesting increases to the water or wastewater rates for FY 2023. We are expecting a slight adjustment to the sanitation rate. Currently, we are negotiating with PSI a sanitation and recycling service rate. We are also expecting a slight adjustment to the “tipping rate” from the county’s transfer station.

Personnel Costs

- Adds positions strategically. We are looking to add four positions to the budget. Those positions include a Deputy Fire Chief, a Deputy City Prosecutor, a Water Operator and an Engineering Traffic Technician.
- Provides compensation adjustments to remain competitive in the market for all employees. For FY 2023, the City Manager is recommending an increase greater than 4.0% and a one-time payment designed to “buy down” inflation without adding to future base salary liabilities.
- Includes covering the 11.4% increase for health insurance.
- Supports development and training to improve employee knowledge, skills, and abilities.
- Continues to build partnerships with public and private partners.

Maintenance and Operational Costs

- Continues the implementation of our various plans, including the 2030 Strategic Plan and Comprehensive Plan, as well as the master transportation, park development and utility facility plans. We do a great job linking projects and plans to one another, but our communication is not as good in sharing the accomplishments from previous budget years. A new GFOA performance measurement requirement will provide data linking our budget to our strategic plan and our strategic plan to our outcomes. We are currently working at the Executive Leadership Team level to develop this process.
- Continues funding for technology updates and improvement.
- Expands in community branding, talent attraction, work force attraction and business retention.
- Funds for departments impacted by the unprecedented growth in Twin Falls & surrounding communities.

Capital Expenditures

- Continues improvements to other City infrastructure, including parks, roadways, sidewalks, trails, water lines, sewer, and pressurized irrigation.

Programs & Services

- Increases fees to maintain and enhance recreation programs and city pool programs.
- Continues implementation of the Consolidated Plan as a HUD CBDG entitlement community.

The purpose of this presentation is to have a conversation with the City Council regarding the FY 2023 budget’s connection to the City’s Strategic Plan, overall spending, capital projects, and overall strategy regarding property taxes and rate adjustments. The conversation will also help ensure City staff is able to address the Council’s priorities for the upcoming fiscal year.

Since FY 2019, the City Council has allocated \$770,000 of property tax dollars towards capital projects. The list of projects is decided by the City Council annually during the budget process. The FY 2022 budget funded the priority capital projects listed below (all the sidewalk projects).

- Madrona Street: \$390,000
- Stadium Boulevard (Design Only): \$150,000
- Eastland Drive North: \$39,000
- Elizabeth Boulevard (Design, Survey, ROW): \$94,800
- Blake Street, near Baxter Dog Park: \$109,000

For FY 2023, the city staff is looking for recommendations for the City Council capital projects. Some possible projects include:

- Sidewalk Projects: \$50,000 to \$350,000 (*Amount varies by project*)
- Thompson Park Sidewalk Project: \$86,250
- Evel Kneivel Road and Parking Lot: \$800,000
- Canyon Rim Trail (Riverbend/Shotwell Section): \$190,000 (*\$90,000 from MaVTEC*)
- Baxter Dog Park Improvements: \$150,000
- Miscellaneous Park Enhancement Projects: Varying Amounts
- HAWK Ped systems: \$350,000

The FY 2023 budget will also include \$8.5M of federal ARPA funds. The City Manager will be asking the City Council at a future meeting to establish a committee composed of City Council members, Council Advisory Commission Chairs, and interested citizens to help determine the projects to be completed with this funding.

Approval Process:

There is no approval needed at this time. However, should the Council wish to provide formal direction through a motion and vote, the item is listed as an action item on the agenda. A simple majority vote of the Council could be used to provide official direction as necessary.

Budget Impact:

While there is no direct cost associated with this conversation, it will help set the course for the FY 2023 Budget.

Regulatory Impact:

- Idaho Code Section 50-811 states the City Manager shall "...keep the council fully advised of the financial condition of the city and its future needs..." and "...prepare and submit to the council a tentative budget for the next fiscal year."
- Idaho Code §50-235 empowers each city council of each city to levy taxes for general revenue purposes.
- Idaho Code §50-1002 requires the city council of each city in the State of Idaho to pass a budget, referred to as an annual appropriation ordinance.
- Idaho Code §63-802 sets limitations on all taxing district budget requests on the amount of property tax revenues that can be used to fund programs and services. This section also states that taxing entities can only increase property tax collections by a maximum of three percent (3%) annually, plus value of new construction and annexation added during the previous calendar year,

and forgone taxes revenue that have been accumulated and reserved in prior fiscal years. The maximum forgone taxes that can be used is equivalent to 1% for operations and maintenance and/or 3% capital projects.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the City Council discuss and provide feedback on the creation of the FY 2023 budget.

Attachments:

None



Date: Tuesday, June 21, 2022
To: Planning and Zoning Commission
From: Jonathan Spendlove, Planning & Zoning Director

ACTION ITEM

Request:

Request to allow for additional height beyond 50 feet on property located on 2nd Avenue South between Hansen Street and Shoshone Street c/o Bill Truax on behalf of Galena Opportunity, Inc. (PZ22-0051).

Time Estimate:

Approximately fifteen (15) minutes for Staff and applicant presentation. Public Hearing comments and Council questions aside.

Background:

This is a request for Additional Building Height to allow a Parking Garage (previously approved land use) to extend to sixty (60) feet tall. The subject property is located within the CB (Commercial Business) Zoning District and P-1 Parking Overlay.

A previously approved extra height application PZ21-0159 contained two future buildings adjacent to this property. That application approved heights of eighty five (85) feet.

This parking garage will be a standalone structure of concrete tilt-up construction, and per the Special Use Permit for the land use, will have a façade, and landscaping corridor along 2nd Ave South, that will be reviewed by the Planning and Zoning Commission.

Approval Process:

A request for additional height follows the public hearing process for zoning map amendments as described in subsection 10-14-5(B) and section 10-14-7 of City Code.

The Planning & Zoning Commission shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard. The Commission shall then transmit its recommendation to City Council.

After receiving the recommendation, the City Council shall conduct a public hearing, and make a final decision on the request.

Budget Impact:

N/A

Regulatory Impact:

If approved, this structure will be allowed to be constructed up to sixty (60) feet tall, inclusive of structural related equipment such as elevator shafts.

History:

The current use of the property as Parking lots have been in place for over three decades. Special Use Permit PZ21-0158 was approved for the Garage Land Use and PZ-0159 was approved for extra height on neighboring properties, in November 2021.

Analysis:

The 2016 Comprehensive Plan “Grow With Us” designates this area as “Downtown” This request meets this designation and other comprehensive plan guidelines by encouraging development and infill, while also providing downtown housing options and their accessory, or related, land uses. City Staff has determined this request follows the City’s comprehensive plans.

Potential Impacts

The applicant and Staff do not anticipate detrimental impacts beyond reasonable levels based on the previously approved extra height limitations on the adjacent properties.

Conclusion:

On May 24th, 2022, the Planning and Zoning Commission forwarded a positive recommendation to approve the additional height request as presented with staff recommendations, by a vote of 6-0.

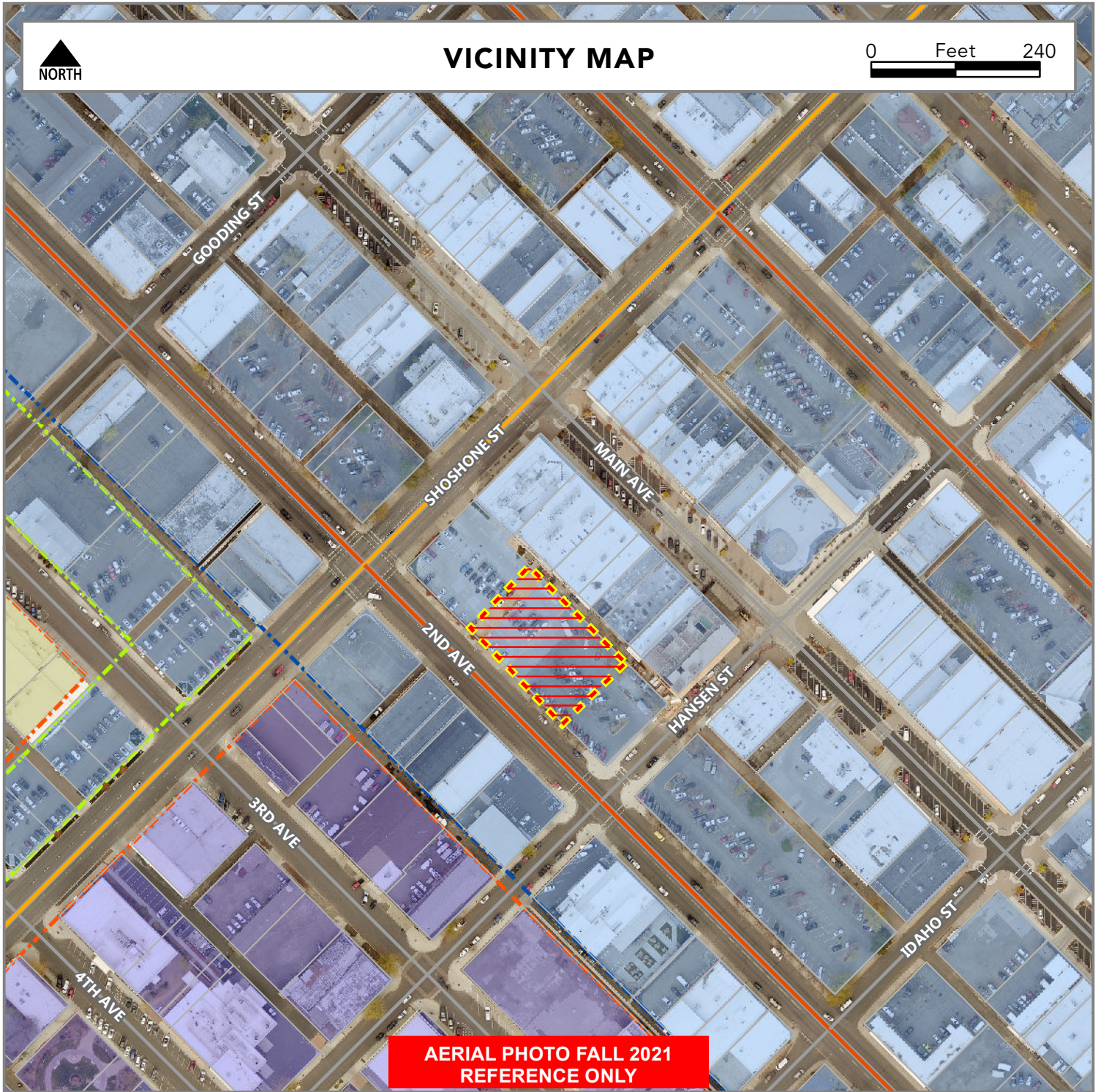
The City Council is tasked with making final decision on this request. The Council may approve the additional height as requested, approve with modifications, table for additional information, or it may deny the request.

If the City Council approves this request as presented, then staff recommends the following conditions.

1. Subject to continued compliance with all local, state, and federal code requirements and other standards as applicable.
2. Subject to continued compliance with the application materials and drawings submitted by the applicant.
3. Subject to the maximum height of sixty (60) feet to include all mechanical and service equipment.

Attachments:

1. #1 PZ22-0051 ADDHGT - Vicinity Map
2. #2 PZ22-0051 ADDHGT - Applicant Narrative
3. #3 PZ22-0051 ADDHGT - Applicant Site Plans
4. #4 PZ22-0051 ADDHGT - Applicant Elevations
5. #5 PZ21-0051 ADDHGT - Site Photos
6. 20220524 PZ minutes final



- P1 Overlay
- P2 Overlay
- P3 Overlay
- C-B
- M-2
- O-T

Current Zoning: C-B & P-1 Overlay
Comprehensive Plan: Downtown

Existing Land Use: Parking Lot
Proposed Land Use: Parking Garage with Additional Height

Surrounding Zoning Designations & Land Use(s)	
North: Shoshone St; CB P-1, Mixed Use Commercial/Office/Retail	East: Alley; CB P-1, Mixed Use Commercial/Office/Retail
South: Hansen St; CB P-1, Mixed Use Commercial/Office/Retail	West: 2 nd Ave S; CB P-1, Mixed Use Commercial/Office/Retail

Applicable Regulations of Note
 10-1-3, 10-1-5, 10-7-3, 10-10-12

PROJECT NARRATIVE

HEIGHT VARIANCE NARRATIVE:

Please accept this request for a height variance approval for the parking structure, constituting part of our mixed use project, to be located along the northeastern side of 2nd Avenue South between Hansen Street East and Shoshone Street. This approval is requested due to a design change that increases the height of the parking structure to +/-60 feet, which exceeds the maximum allowed in the District. An earlier height variance request for the residential building located at the corner of 2nd Avenue South and Hansen Street East was approved in January 2022.

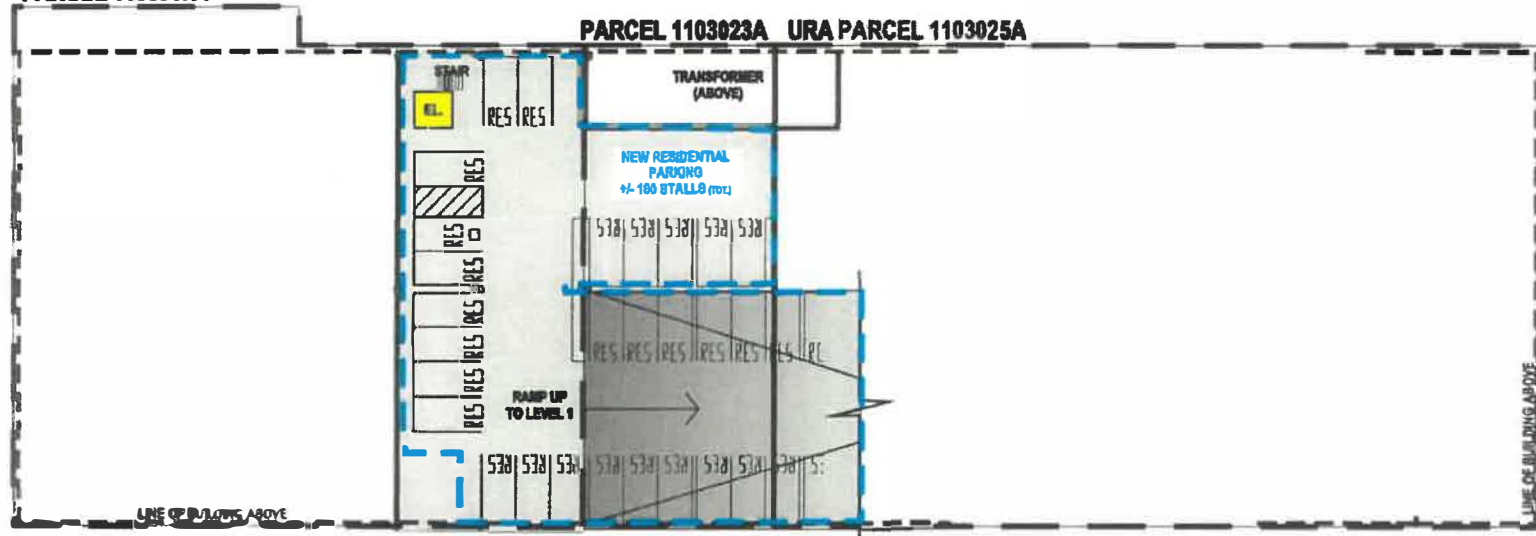
The increase in the height of the parking structure is a consequence of decreasing the footprint of the parking structure in connection with decoupling the parking structure from the residential buildings. All the parking stalls will be contained in the freestanding parking structure. The parking stall count will remain at 325, with 100 reserved for public use.

The project will continue to consist of two residential buildings, one located at the corner of 2nd Avenue South and Hansen Street East and the other at the corner of 2nd Avenue South and Shoshone Street, and the parking structure, now to be freestanding, located between the residential buildings. Each of the residential buildings will now contain 48 residential units, including ground level lofts, and ground level retail space. The ground level loft units will open onto tree-lined pedestrian courtyards between the residential buildings and the parking structure and provide easy access to neighboring business across the alley.

The development of additional residential units, retail spaces, and public parking is in alignment with the City of Twin Falls comprehensive plan and economic development goals. Neighboring businesses will benefit from increased demand created by residents living in the area and the ease of accessible parking will encourage visitors.

PARCEL 1103017A

PARCEL 1103023A URA PARCEL 1103025A



CONCEPT PLAN LEVEL B1

SCALE: 1"=40'

2nd & Hansen

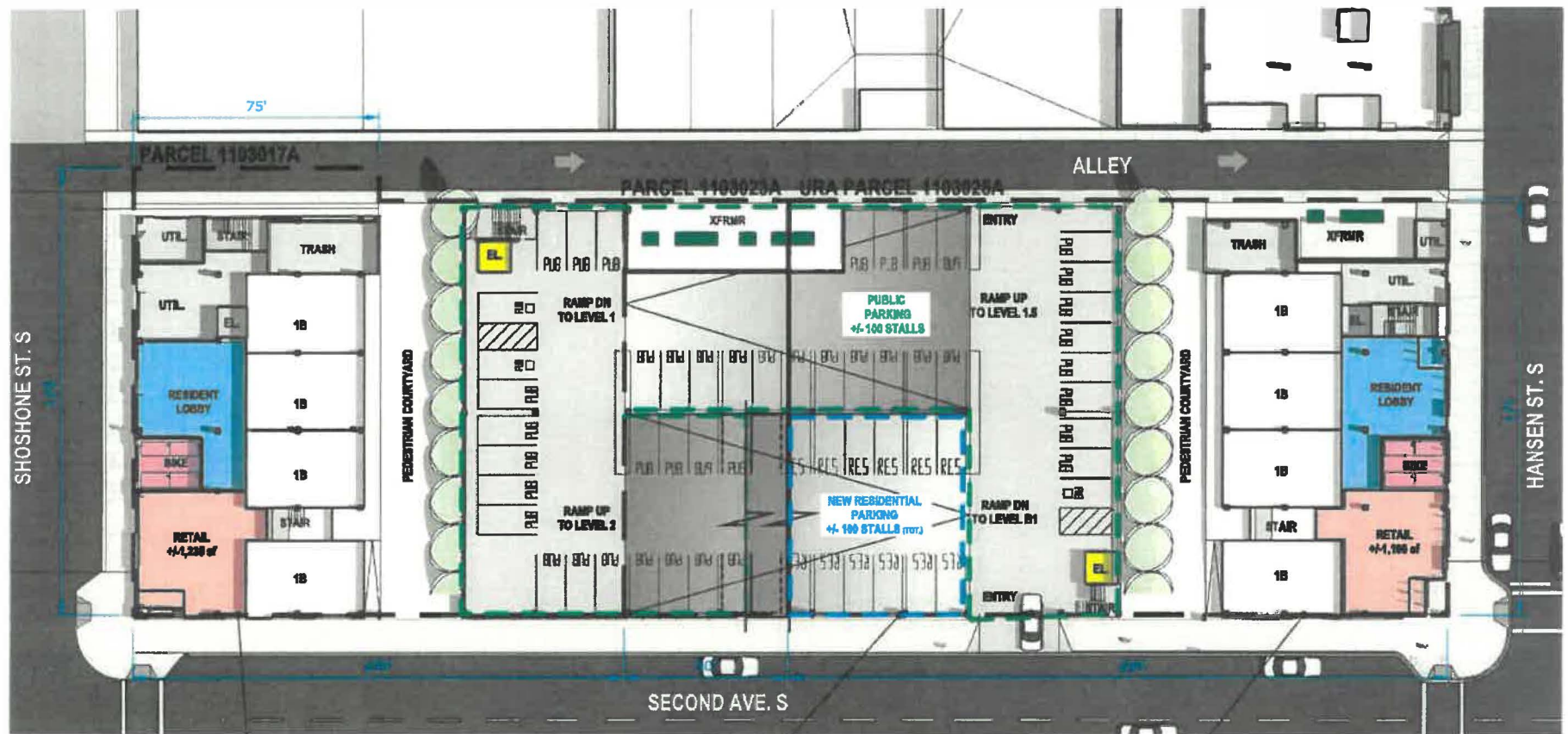
2nd & Hansen St., Twin Falls, ID 83301
PNa JOB # 21-00X



01

03.14.2022





PROPOSED 4-OVER-1 RESIDENTIAL BUILDING
HEIGHT: +/- 69'2" TOP OF STRUCTURE FROM SECOND AVE. CURB

PROPOSED 4.5 LEVEL GARAGE
HEIGHT: +/- 60' TOP OF STRUCTURE FROM SECOND AVE. CURB

PROPOSED 4-OVER-1 RESIDENTIAL BUILDING w/ ROOF DECK
HEIGHT: +/- 78'2" TOP OF STRUCTURE FROM SECOND AVE. CURB

CONCEPT SITE PLAN - LEVEL 1

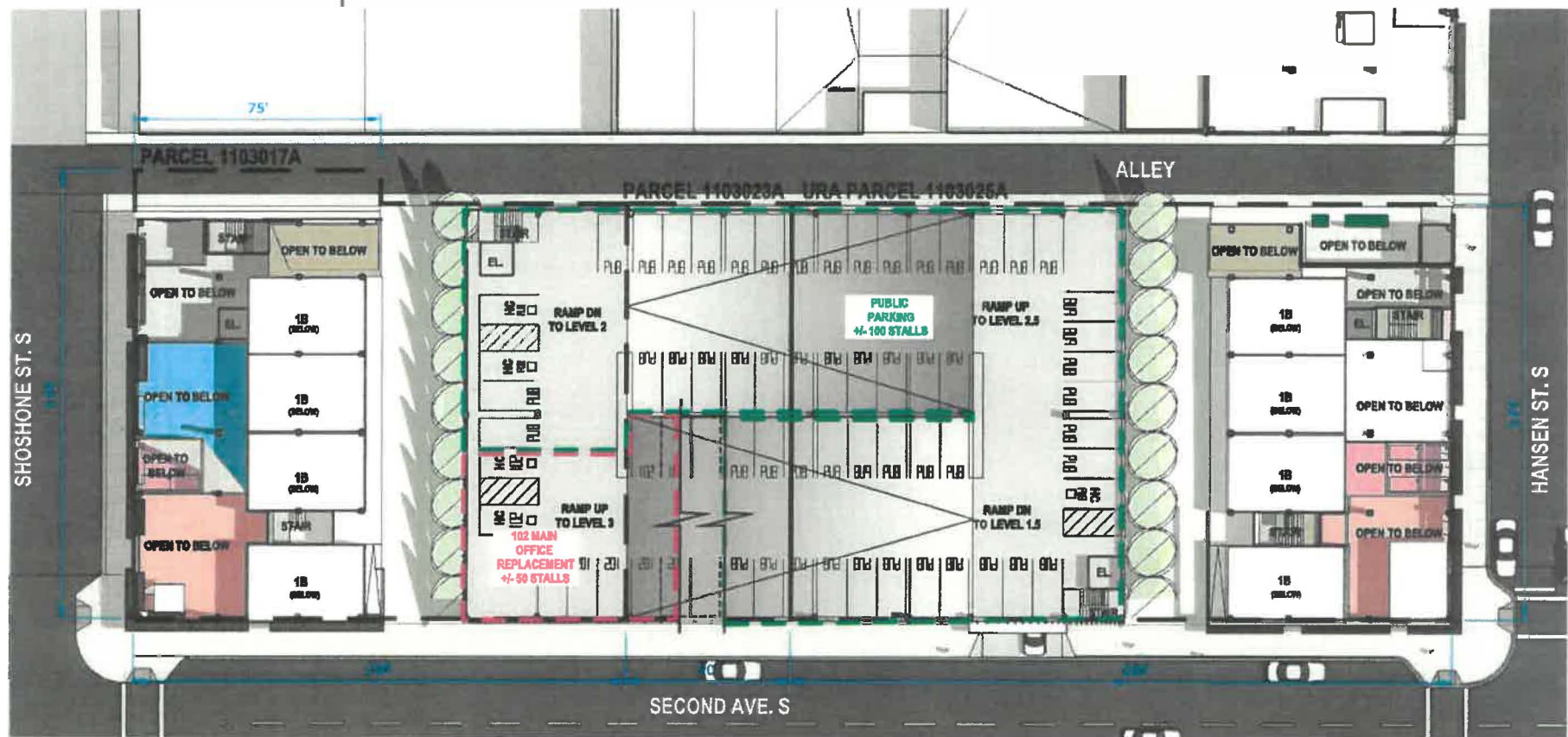
SCALE: 1"=30'

2nd & Hansen

2nd & Hansen St., Twin Falls, ID 83301
PNa JOB # 21-0XX

03.14.2022





CONCEPT LEVEL 2 PLAN
2nd & Hansen

SCALE: 1"=40'

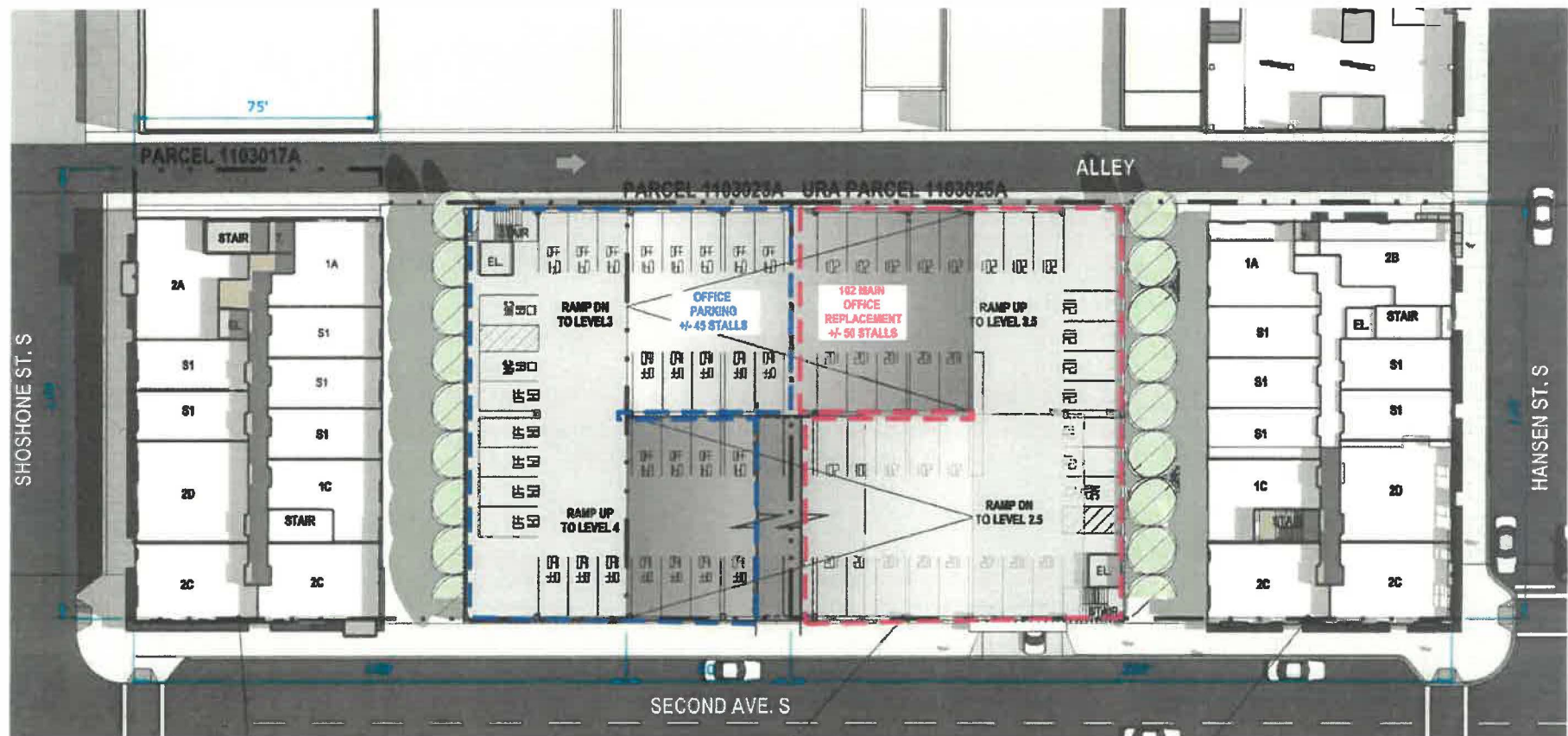
2nd & Hansen St., Twin Falls, ID 83301
PNa JOB # 21-0XX



03

03.14.2022

expat **arch**
ARCHITECTURE



PROPOSED 4-OVER-1 RESIDENTIAL BUILDING
HEIGHT: +/- 69'2" TOP OF STRUCTURE FROM SECOND AVE. CURB

PROPOSED 4.5 LEVEL GARAGE
HEIGHT: +/- 60' TOP OF STRUCTURE FROM SECOND AVE. CURB

PROPOSED 4-OVER-1 RESIDENTIAL BUILDING
HEIGHT: +/- 69'2" TOP OF STRUCTURE FROM SECOND AVE. CURB

CONCEPT LEVEL 3 PLAN

SCALE: 1"=30'

2nd & Hansen

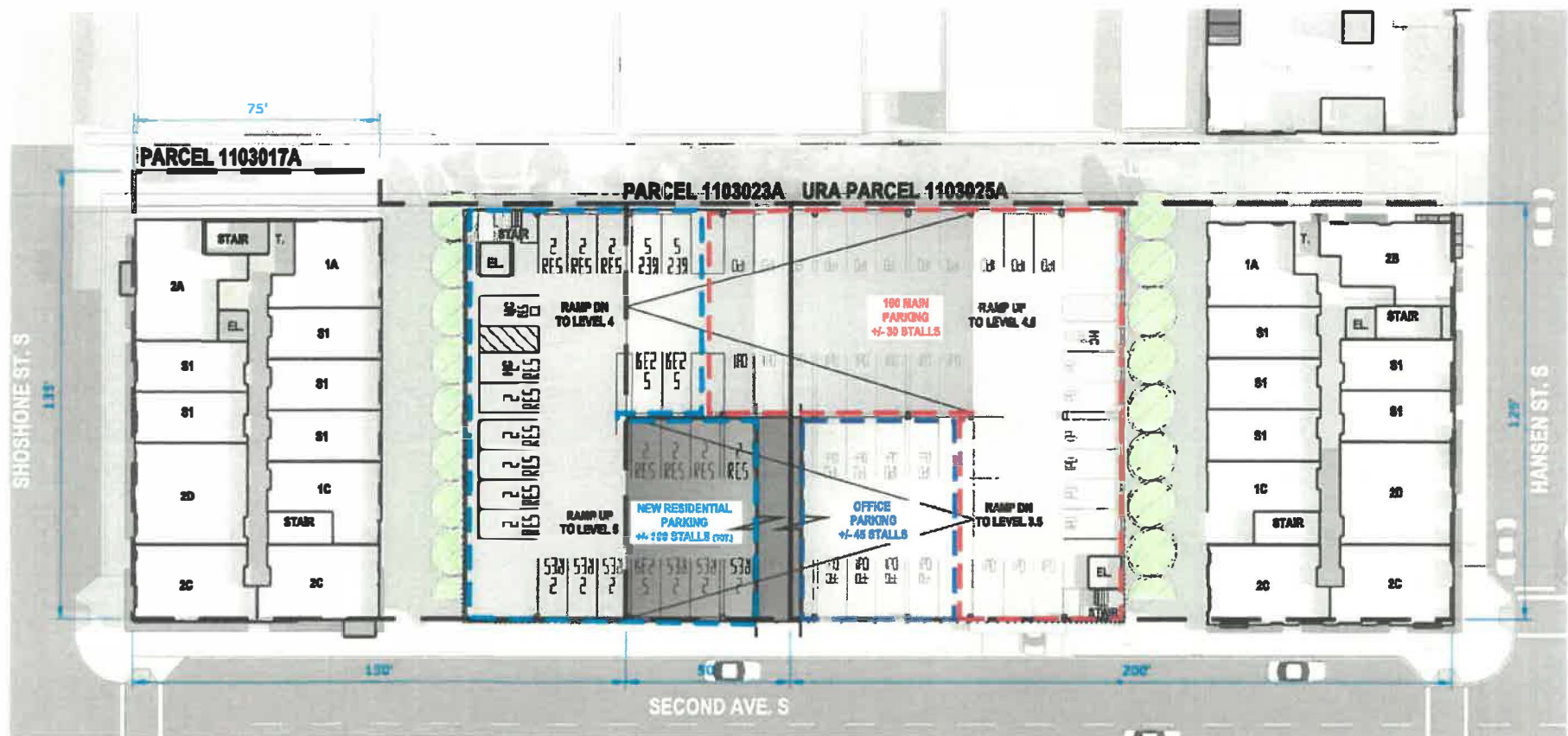
2nd & Hansen St., Twin Falls, ID 83301
PNa JOB # 21-0XX



04

03.14.2022

pivot north
ARCHITECTURE



CONCEPT TYPICAL UPPER PLAN

SCALE: 1"=40'

2nd & Hansen

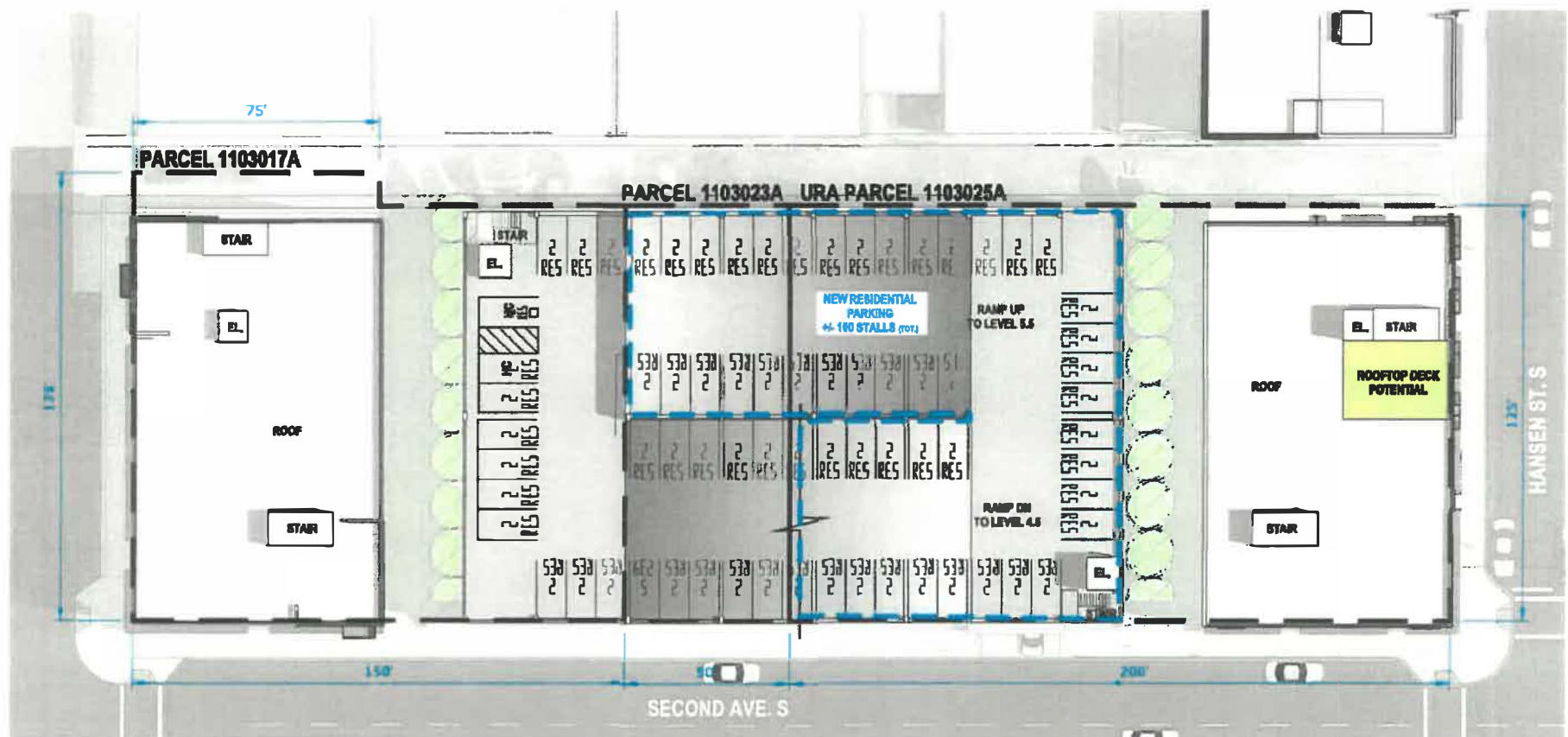
2nd & Hansen St., Twin Falls, ID 83301
PNa JOB # 21-0XX



05

03.14.2022

pnarchitect
ARCHITECTURE



CONCEPT ROOF PLAN

2nd & Hansen

SCALE: 1"=30'

2nd & Hansen St., Twin Falls, ID 83301
PNa JOB # 21-0XX



06

03.14.2022





VIEW TO CORNER OF 2ND AND HANSEN, LOOKING N

CONCEPT PERSPECTIVE VIEWS

2nd & Hansen

2nd & Hansen St., Twin Falls, ID 83301
PNa JOB # 21-0XX



VIEW TO CORNER OF 2ND AND SHOSHONE, LOOKING E

CONCEPT PERSPECTIVE VIEWS

2nd & Hansen

2nd & Hansen St., Twin Falls, ID 83301
PNa JOB # 21-0XX

v2

04.19.2022

NORTH



WEST





EAST





Twin Falls Planning & Zoning Commission Minutes

Tuesday, May 24, 2022, 6:00 PM

203 Main Avenue East
Twin Falls, ID 83301

COUNCIL CHAMBERS

Members -

City Limits: Craig Kelley, Chairperson; Carolyn Bolton, Vice-Chair; Shelley McEuen; Todd Rambur; Cortney Campbell; Marilu Perez

Area of Impact: David Detweiler

1) Confirmation of Quorum/Call Meeting to Order

Chairman Kelley called the meeting to order at 06:01 PM
A quorum was present.

Members Present: Kelley, Bolton, Campbell, McEuen, Detweiler, Rambur

Staff Present: Spendlove, Strickland, Vitek, Zollinger, Ebersole

2) Consent Calendar

MOTION Vice Chair Bolton moved to approve the Consent Calendar, as presented.
Commissioner Detweiler seconded the motion.

Unanimously Approved by a vote of 6-0.

- a) Approval of minutes from the following meeting: May 10, 2022

3) Items of Consideration

- a) Preliminary Presentation for the consideration of the zoning district change and zoning map amendment from R-4 to R-4 ZDA for property located at the 1200-1300 blocks of the east side of Harrison Street South, c/o EHM Engineers, Inc. on behalf of Idaho Land Holding, LLC. (app. PZ22-0035)

Staff Presentation:

City Planner Strickland presented the Preliminary Presentation for the consideration of the zoning district change and zoning map amendment from R-4 to R-4 ZDA for property located at the 1200-1300 blocks of the east side of Harrison Street South, c/o EHM Engineers, Inc. on behalf of Idaho Land Holding, LLC. (app. PZ22-0035)

Per Twin Falls City Code 10-6-1.7(E), Approval of a ZDA shall be based on the following standards:

- The proposed uses shall not be detrimental to any surrounding uses, nor shall they be detrimental to the health, safety and general welfare of the public.
- Any variation from the underlying zoning district development requirements must be warranted by the design and amenities incorporated in the conceptual development plan.
- The underlying zoning district and the conceptual development plan shall conform to the comprehensive plan.
- Existing and/or proposed streets and utility services must be suitable and adequate for the proposed development.
- The property has no zoning history and is undeveloped.

The proposed development is for attached dwellings with 4 units per building. The site will contain 75 buildings equaling 300 residential units within the 34 acre development. The current uses in the area are agricultural and residential in nature with a mixture of lot sizes. The design of the development will require platting and is designed to provide townhouses with adequate open space with landscaping, play areas and walking/riding trails. The R-4 zoning allows for fourplex dwellings with an approved special use permit. The proposed plan is to have 4 dwellings per building outright permitted and to have each unit individually platted to allow for individual ownership. This presentation consists of a general overview of the proposed development. Staff makes no recommendations at this time, and analysis of the request will be presented at the public hearing.

Upon conclusion, the preliminary presentation allows the Commission to preview the request to ask questions and give suggestions to applicants about the proposed project. The Commission may also grant the public the opportunity to do the same. A public hearing is scheduled for June 14, 2022. At the public hearing, the Commission will hear the request, take public testimony, deliberate and make a recommendation to the Council. The Commission may recommend approval, recommend approval with conditions, recommend denial or table the request for additional information.

Applicant Presentation:

David Thibault, EHM Engineers, Inc., representing applicant, gave a preliminary presentation for the consideration of the zoning district change and zoning map amendment from R-4 to R-4 ZDA for property located at the 1200-1300 blocks of the east side of Harrison Street South. He reviewed the shared accesses and why Pheasant Rd is designed as it is shown. He talked about the density of the project and stated this is a development to create affordable housing (monthly rate for rent vs monthly mortgage rate would be less). He stated this development would be similar to Valencia Park, as it is the same owner. He stated there is a need to fill for this type of development and he shared the reasons for the lot design.

PZ/Questions & Comments:

- Vice Chair Bolton asked what the commission is looking at tonight.
 - City Planner Strickland explained the preliminary presentation process.
 - Vice Chair Bolton asked about zero setbacks.
 - Mr. Thibault stated the reason for asking for the zero-lot line is due to each unit being on its own lot and need the zero setback to have each unit on its own lot. He stated they are also asking for smaller lot size due to how they want to build the project, as they did at Valencia Park.
 - Vice Chair Bolton asked what qualifies as affordable housing.
 - Mr. Thibault explained how affordable housing projects are determined.
 - Commissioner Detweiler asked for clarification on the total lot size for the project and the area that is being requested to be rezoned. He also asked what will happen to the current houses on the property.
 - Mr. Thibault explained what property is excluded and what properties are in the area to be rezoned.
 - City Planner Strickland reviewed the phasing and the ZDA process.
- b) Request for the consideration of the preliminary plat for Twin Falls Harrison Subdivision, approximate 12 (+/-) acres consisting of 46 lots located at the Harrison Street and Clinton Drive intersection, c/o Civil Science, on behalf of Cal Kunkel (app. PZ22-0085)

Staff Presentation:

City Planner Zollinger presented the request for the consideration of the preliminary plat for Twin Falls

Harrison Subdivision, approximate 12 (+/-) acres consisting of 46 lots located at the Harrison Street and Clinton Drive intersection, c/o Civil Science, on behalf of Cal Kunkel (app. PZ22-0085).

As per Twin Falls City Code 10-12-2.3: The Commission may approve, conditionally approve, deny or table for additional information when acting on the preliminary plat.

Approval of the Preliminary Plat will set parameters for which the Final Plat must substantially conform to. Including total number of lots, street layout, sidewalk connections, and other similar items.

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

The area to be called Twin Falls Harrison Subdivision was annexed into the City in 2021, (Application PZ21-0028), with a Zoning designation of R-4. The property was one single piece of property owned by the Eternal Life Church.

Comprehensive Plan Compliance:

The 2016 Comprehensive Plan "Grow With Us" designates this area as Town Neighborhood. Staff has determined this request complies with the 2016 Comprehensive Plan.

Analysis:

The applicant is proposing to subdivide 45 residential lots and 1 non-buildable lot designated for stormwater retention.

As stated on the subdivision documents, the applicant intends for this to be a duplex subdivision. Each residential lot will consist of 7,000sf or more, which would allow for duplexes to be constructed in accordance with the R-4 zoning district.

Access into the subdivision will be from Harrison Street South and Clinton Drive. Clinton Drive will be completed and connected to Harrison Street South.

Two new streets will be constructed, Honeycrisp Drive, and Grannysmith Way.

On December 9th, 1997, the Planning & Zoning Commission granted Special Use Permit # 518 to allow for the construction and operation of a religious facility. The Commission attached a condition to the property that when Harrison Street is developed, sidewalk will be constructed and the approach of the church be removed from its existing location along Orchard Drive and relocated to Harrison Street.

As shown on the subdivision documents, sidewalk will be constructed from the southern portion of the subdivision along Harrison Street to the intersection of Harrison Street and Orchard Drive.

The new approach for the Eternal Life Church will be shown on the construction plans.

The subdivision will be serviced by city utilities.

Upon conclusion, should the Commission approve this request as presented, staff recommends approval be subject to the following conditions:

1. Subject to final technical review and amendments as required by building, engineering, fire, and zoning officials to ensure compliance with all applicable city code requirements and standards.

Applicant Presentation:

Steven Anderson, rep app, presented the request for the consideration of the preliminary plat for Twin Falls Harrison Subdivision, approximate 12 (+/-) acres consisting of 46 lots located at the Harrison Street and Clinton Drive intersection. He stated the improvements to Harrison Street have been negotiated between the church and developer, with the developer paying for the road improvements.

PZ/Questions & Comments:

- Vice Chair Bolton asked about sidewalk installation extension and who is responsible for the cost of sidewalk.
- City Planner Zollinger stated it is an agreement between the developer and the church. He stated the sidewalk deferral along Orchard Avenue stays in place at this time.
- Vice Chair Bolton asked about storm water retention space and if a park will be included in this subdivision.
- City Planner Zollinger explained how the impact fee program has changed and the process for the city to get parks in desired locations, not using the storm water retention pond as the park. He stated there will be no park in this subdivision.

Discussions Followed: without concerns

MOTION: Vice Chair Bolton moved to approve the preliminary plat for Twin Falls Harrison Subdivision, approximate 12 (+/-) acres consisting of 46 lots located at the Harrison Street and Clinton Drive intersection, c/o Civil Science, on behalf of Cal Kunkel, (app. PZ22-0085), as presented, with staff recommendations.

Commissioner McEuen seconded the motion.

Unanimously Approved by a vote of 6-0.

4) Public Hearings

- a) Request for a recommendation to City Council to allow for additional height beyond 50 feet on property located on 2nd Avenue South between Hansen Street and Shoshone Street c/o Bill Truax on behalf of Galena Opportunity, Inc. (PZ22-0051)

Staff Presentation:

Planning and Zoning Director Spendlove presented the request for a recommendation to City Council to allow for additional height beyond 50 feet on property located on 2nd Avenue South between Hansen Street and Shoshone Street c/o Bill Truax on behalf of Galena Opportunity, Inc. (PZ22-0051)

A request for additional height follows the public hearing process for zoning map amendments as described in subsection 10-14-5(B) and section 10-14-7 of City Code.

The Planning & Zoning Commission shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard. The Commission shall then transmit its recommendation to City Council.

After receiving the recommendation, the City Council shall conduct a public hearing, and make a final decision on the request.

The current use of the property as Parking lots have been in place for over three decades. Special Use Permit PZ21-0158 was approved for the Garage Land Use and PZ-0159 was approved for extra height on neighboring properties, in November 2021.

The 2016 Comprehensive Plan “Grow With Us” designates this area as “Downtown” This request meets this designation and other comprehensive plan guidelines by encouraging development and infill, while also providing downtown housing options and their accessory, or related, land uses. City Staff has determined this request follows the City’s comprehensive plans.

Potential Impacts

The applicant and Staff do not anticipate detrimental impacts beyond reasonable levels based on the previously approved extra height limitations on the adjacent properties.

The commission may recommend to City Council that additional height be approved as requested, approved with modifications, tabled for additional information, or it may recommend that the request be denied.

If the Commission approves this request as presented, then staff recommends the following conditions.

1. Subject to continued compliance with all local, state, and federal code requirements and other standards as applicable.
2. Subject to continued compliance with the application materials and drawings submitted by the applicant.
3. Subject to the maximum height of sixty (60) feet to include all mechanical and service equipment.

Applicant Presentation:

Gerald Martens, partner in property ownership, gave a presentation regarding the request for additional height beyond 50 feet on property located on 2nd Avenue South between Hansen Street and Shoshone Street. He stated he is part of the landowner group that contributed to this project. He stated he worked with the project owners to protect the parking for their tenants. He stated without the additional height, there will be no way to generate enough parking for the two new buildings, current buildings, and accommodate public parking. He shared they worked to have 2nd level access to their building.

PZ/Questions & Comments:

- Commissioner Detweiler asked about parking for business owners currently downtown.
- Planning & Zoning Director Spendlove stated the public parking spots would be available for those businesses. He explained the P1 Parking Overlay district.
- Commissioner Detweiler asked how many parking spots are there currently.
- Planning & Zoning Director Spendlove stated the current lot has 50 parking spots, while the new lot will have over 300 spots. He spoke to the stacked parking discussion with the property owner.
- Vice Chair Bolton asked about the extra height request being less than the adjacent buildings.
- Planning & Zoning Director Spendlove replied the other two buildings were approved at 85-foot height.
- Commissioner Detweiler asked what is in the area between the buildings and parking lot. He asked if a Special Use Permit request will be brought to the commission for the landscaping.
- Planning & Zoning Director Spendlove stated the applicant is proposing pedestrian corridors on either side of the parking lot with the exits from the lot being into the alley.
- Planning & Zoning Director Spendlove clarified that Mr. Martens represents the property owner partnership for this request.

Public Hearing: Opened and closed without input

Discussions Followed:

- Vice Chair Bolton is in favor of this request, as the commission has already approved the taller height for the other buildings.

- Commissioner Rambur is in favor of the request. He stated he likes the growth downtown.
- Commissioner McEuen is in favor of the request. She stated it is nice to see opportunity for downtown.
- Chairman Kelley stated the parking lot needs height to function and likes that it will bring an extra 50 public parking spots.

MOTION: Commissioner Detweiler moved to approve the request for a recommendation to City Council to allow for additional height beyond 50 feet on property located on 2nd Avenue South between Hansen Street and Shoshone Street c/o Bill Truax on behalf of Galena Opportunity, Inc. (PZ22-0051), as presented, with staff recommendations. Commissioner Rambur seconded the motion.

Unanimously Approved by a vote of 6-0.

- b) Request for a Special Use Permit to allow for a drive-through on property located at 1241 Falls Avenue East c/o EHM Engineers, Inc. on behalf of The Human Bean Coffee Shop. (PZ22-0072) – ***withdrawn by applicant.***
- c) Request for a Special Use Permit for a sixty (60) foot Wireless Communication Facility with a utility owned structure greater than three (3) feet on property located at 169 Madrona Street c/o Horrocks Engineering, on behalf of TDS Metrocom, LLC. (PZ22-0076) - ***rescheduled to June 14, 2022***
- d) Request for a Special Use Permit to allow for a utility-owned structure greater than three (3) feet aboveground, on property located on 971 Carriage Ln c/o Tilson Technology Management, on behalf of TDS Metrocom, LLC. (PZ22-0089)

Staff Presentation:

City Planner Strickland presented the request for a Special Use Permit to allow for a utility-owned structure greater than three (3) feet aboveground, on property located on 971 Carriage Ln c/o Tilson Technology Management, on behalf of TDS Metrocom, LLC. (PZ22-0089)

The Special Use Permit process requires a public hearing in which interested persons have the opportunity to be heard, with regards to the application.

The Commission shall decide on the request within thirty (30) days after the public hearing. If Conditions of Approval are placed on the permit by the Commission, the Administrator shall issue the permit specifically listing such conditions. Conditions shall be implemented within 6 months, or the permit is void.

If the Commission's decision is appealed within fifteen (15) days of the signing of the Findings of Fact, City Council shall set a hearing date to consider all information, testimony, and minutes of the previous hearing to reach a decision on the appeal.

Standards Applicable to Special Uses:

- Will, in fact, constitute a special use as established by zoning requirements for the zone involved.
- Will be harmonious with and in accordance with the general objectives or with any specific objective of a comprehensive plan and/or zoning regulations.
- 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.

- Will not be hazardous or disturbing to existing or future neighboring uses.
- Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer and schools; or that the persons responsible for the establishment of the proposed use shall be able to provide adequately any such services.
- 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.
- 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.
- Will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares.
- Will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.

This area is zoned R-2, Residential Single Household or Duplex District. The cabinet will be located on the southeast corner of Thomsen Park.

This request is associated with a large project proposed to take place within the city's right of way in order for Tilson/TDS to provide fiberoptic services throughout the city. The installation of a utility cabinet to house the equipment necessary to provide this service is similar to other cabinets used by utility service companies. The special use permit allows the commission the opportunity to look at the location, of the cabinet and address any visual impacts that may require mitigation. The staff has reviewed the request and does not foresee any issues with the proposed location of the cabinet.

Upon conclusion, should the Commission recommend approval of the request as presented, staff recommends the following:

1. Subject to site plan amendments as required by Building, Fire, Engineering, and Zoning Officials to ensure compliance with all applicable codes and standards.

Applicant Presentation:

Todd Naylor, applicant, stated he has nothing to add at this time.

PZ/Questions & Comments:

- Chairman Kelley asked if this is the same area as a prior request that was previously approved by the commission.
- City Planner Strickland explained the applicant has decided to move the node from the previously approved location on Carriage Ln and Elizabeth Blvd. to this new location.

Public Hearing: Opened and closed without input

Discussions Followed: without concerns

MOTION: Commissioner Detweiler moved to approve the request to allow for a utility-owned structure greater than three (3) feet aboveground, on property located on 971 Carriage Ln c/o Tilson Technology Management, on behalf of TDS Metrocom, LLC. (PZ22-0089).

Vice Chair Bolton seconded the motion.

Unanimously Approved by a vote of 6-0.

5) Upcoming Meeting(s)

- a) Wednesday, June 1, 2022 – Worksession – General Training
Tuesday, June 14, 2022
Tuesday, June 28, 2022

6) Adjournment

The meeting adjourned at 06:56 PM

Kelli Ebersole

Kelli Ebersole, Technician