



Twin Falls City Council Agenda

Monday, September 26, 2022, 4:00 PM

Council Chambers
203 Main Avenue East, Twin Falls, Idaho

*****AMENDED AGENDA*****

****SPECIAL MEETING – Start time at 4:00 PM****

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; (c) To acquire an interest in real property not owned by a public agency; (e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations; (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.

Regular meeting will begin at 5:00PM

Members: Ruth Pierce, Christopher Reid, Craig Hawkins, Nikki Boyd, Jason Brown, Spencer Cutler, Alexandra Caval

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

2) EXECUTIVE SESSION

- a) **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; (c) To acquire an interest in real property not owned by a public agency; (e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations; (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

3) PLEDGE OF ALLEGIANCE

4) PROCLAMATIONS

5) CONSENT CALENDAR

- a) **ACTION ITEM:** Request to approve City Council 2022 September 19, Minutes.
By: Amy Luna, Administrative Assistant
- b) **ACTION ITEM:** Request to approve Accounts Payable for September 15-21, 2022.
By: Amy Luna, Administrative Assistant
- c) **ACTION ITEM:** Request to approve Alcohol License for Rice and Bites LLC
By: Amy Luna, Administrative Assistant
- d) **ACTION ITEM:**
 - 1. Request for final plat approval for Easternsun Subdivision, approximately 23 acres consisting of 95 lots located at the 400-600 block of Hankins Road c/o EHM Engineers, Inc. on behalf of Gerald Martens. (PZ22-0145)By: Lisa Strickland, City Planner
- e) **ACTION ITEM:** Request for approval of the Final Plat for the Mary Alice Lake at the Preserve, A PUD, Subdivision, consisting of 19.38 (+/-) acres to develop 64 lots on property located at the northeast corner of Cheney Drive and Eastland Drive North c/o Harmony Design & Engineering on behalf of Mark Kelly, Preserve PUD, LLC. (PZ22-0147)
By: Ian Zollinger, City Planner
- f) **ACTION ITEM:** Request to approve the BluPrint Homes Loans Grand Opening
By: Lou Coronado, Sergeant, Twin Falls Police Department
- g) **ACTION ITEM:** Consideration of a request to terminate an airport hangar ground lease agreement with Douglas J. McFall.
By: William Carberry, Airport Manager
- h) **ACTION ITEM:** Consideration of a request to approve an airport hangar ground lease with Michael Verzwuyvelt
By: William Carberry, Airport Manager
- i) **ACTION ITEM:** Consideration of a request to terminate an airport hangar ground lease agreement with J. Scott Lyman
By: William Carberry, Airport Manager
- j) **ACTION ITEM:** Consideration of a request to approve an airport hangar ground lease with Douglas J. McFall
By: William Carberry, Airport Manager
- k) **ACTION ITEM:** Request to approve an airport ground lease amendment with the Bureau of Land Management (BLM), extending the term thru September 30, 2041 and modifying the rental rate to an annual 3% increase.
By: William Carberry, Airport Manager

- l) **ACTION ITEM:** Approval of the Findings of Fact and Conclusions of Law for the 1288 Eastland Drive North Annexation request.
By: Jonathan Spendlove, Planning and Zoning Director
- m) **ACTION ITEM:** Request to approve the Southern Idaho Freedom Festival
By: Lou Coronado , Sergeant, Twin Falls Police Department
- n) **ACTION ITEM:** Consideration to approve the 3A State Soccer Tournament
By: Lou Coronado, Sergeant, Twin Falls Police Department

6) ITEMS OF CONSIDERATION

- a) **ACTION ITEM:** Request to confirm the reappointment of Janeale Dean and Amy Westover to the Public Art Commission.
By: Ruth Pierce, Mayor
- b) **ACTION ITEM:** Discussion and possible action on creating a Memorial Wall in the Downtown Commons and committing up to \$80,000 in capital reserves and/or contingency funds to assist with the completion of the project.
By: Travis Rothweiler, City Manager
- c) **ACTION ITEM:** Request approval of the Collective Bargaining Agreement between the City and Twin Falls Firefighters Local 1556.
By: Gretchen Scott, Deputy City Manager
- d) **ACTION ITEM:** Request Approval of Resolution 2022-014 Authorizing the Mayor, City Manager, Deputy City Manager, Public Works Director, or City Engineer to sign applications, grant agreements and amendments, and other documents relating to the Wastewater Collection Facilities Planning Project.
By: Lee Glaesemann, Staff Engineer
- e) **ACTION ITEM:** Request Approval of Wastewater Collection System Master Plan Update Contract with JUB Engineers and Authorize the Mayor to sign the contract.
By: Lee Glaesemann, Staff Engineer
- f) **ACTION ITEM:** Request to dispense the reading rules required to pass an ordinance and approve Ordinance 2022-020, authorizing the transfer of real property to the Urban Renewal Agency.
By: Shayne Nope, City Attorney

7) GENERAL PUBLIC INPUT

8) ADVISORY BOARD REPORT/ANNOUNCEMENTS

9) PUBLIC HEARINGS

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, September 19, 2022, 5:00 PM

Council Chambers
203 Main Avenue East, Twin Falls, Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Ruth Pierce, Vice Mayor Christopher Reid, Council Member Craig Hawkins, Jason Brown, Spencer Cutler, Nikki Boyd & Alexandra Caval.

Absent:

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Mitch Humble, City Attorney Shayne Nope, CFO Breanna Howard, Captain Matt Hicks, Human Resources Director Ida Clark, City Engineer Troy Vitek, Fleet Maintenance Supervisor Norm Hatke, Battalion Chief Eric Schmitz, Assistant Finance Director Brent Hyatt, Planning & Zoning Director Jonathan Spendlove, Budget Coordinator Mathew Farnes, City Planner Ian Zollinger, Public Works Assistant Director Erin Steel, Network Administrator Mike Plane, Administrative Assistant Amy Luna.

Mayor Pierce called the meeting to order at 5:00 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:

Mayor Pierce read the "*National Clean Energy Week*" Proclamation.

4) CONSENT CALENDAR

MOTION: Vice Mayor Reid moved to approve the Consent Calendar as presented. **Council Member Cutler** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- a) Request to approve 2022 September 12, Minutes.
- b) Request to approve Accounts Payable for September 8 thru 14, 2022.

5) ITEMS OF CONSIDERATION

- a) Request to Award the Madrona Street Sidewalk Contract to REG Contracting for a total amount of \$488,178.77 including a 10% contingency, as presented.

City Engineer Vitek presented the request to award the Madrona Street Sidewalk contract to REG Contracting for a total of \$488,178.77, including a 10% contingency.

Discussion ensued on the following:

Mayor Pierce: Asked for clarification of the amounts.

MOTION: Council Member Boyd moved to approve the request to award the Madrona Street Sidewalk contract to REG Contracting for a total project cost of \$488,178.77, which includes a 10% contingency plus \$40,000.00 for JUB's construction oversight. **Vice Mayor Reid** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- b) Motion to declare city equipment #5116 Tender 3 surplus and authorize its sale by online auction.

Fleet Maintenance Supervisor Hatke presented a request to declare city equipment #5116 Tender 3 surplus and authorize its sale by online auction.

Discussion ensued on the following: None.

MOTION: Council Member Hawkins moved to approve the request to declare city equipment #5116 Tender 3 surplus and authorize its sale by online auction. **Council Member Caval** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- c) Motion to approve Resolution No. 2022-013 declaring city equipment #5117 Fire Engine 7 surplus and authorizing its donation to Salmon Tract Rural Fire Protection District.

Battalion Chief Schmitz requested approval of Resolution No. 2022-013 declaring city equipment #5117 Fire Engine 7 surplus and authorizing its donation to Salmon Tract Rural Fire Protection District.

Discussion ensued on the following: None.

MOTION: Council Member Brown moved to approve the request of Resolution No. 2022-013 declaring city equipment #5117 Fire Engine 7 surplus and authorizing its donation to Salmon Tract Rural Fire Protection District. **Council Member Boyd** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

Salmon Tract Rural Fire Protection District Chief thanked the Council for the donation.

- d) A request to adopt ordinance number 2022-018 amending City Code Title 7, Chapters 3 and 8 regarding residential property owners being responsible for City utility rental accounts after December 31, 2022 (second reading).

Assistant Finance Director Hyatt made a request to adopt *Ordinance #2022-018* amending City Code Title 7, Chapters 3 and 8 regarding residential property owners being responsible for City utility rental accounts after December 31, 2022 (second reading).

Discussion ensued on the following:

Council Member Brown: Asked for clarification on the request.

Deputy City Manager Humble: Gave directions on how to proceed.

MOTION: Vice Mayor Reid made a motion to suspend the rules and place Ordinance #2022-018 on third and final reading by title only under suspension of the rules. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion. Approved 5 to 2.

Mayor Pierce read *Ordinance #2022-018* by title only.

Discussion ensued on the following:

Council Member Cutler: Spoke about the leverage that the renter has over the property owner.

Mayor Pierce: Spoke about larger deposits to off-set these costs.

Council Member Brown: Commented about trying to get the tenant to be more

responsible. The city should not be financing these types of things. He has struggled with this decision.

Mayor Pierce: Clarified the write-offs for the City due to this issue.

Vice Mayor Reid: Spoke on the feedback received on this subject. Explained that the "City" is all the tax payors of the City of Twin Falls.

Council Member Brown: Asked about the "Skip the Line" program which will allow the property owners to monitor their water usage.

Assistant Finance Director Hyatt: Explained the "Skip the Line" program involving cellular meters.

MOTION: **Vice Mayor Reid** moved to approve Ordinance #2022-018 amending City Code Title 7, Chapters 3 and 8 regarding residential property owners being responsible for City utility rental accounts after December 31, 2022. **Council Member Caval** seconded the motion. The roll call vote showed all members present voted. The motion passed 5-1-1, with **Council Member Boyd** voting no and **Council Member Cutler** abstaining.

- e) Information on State Statute 67-4614, Historic Property.

P&Z Director Spendlove presented information on State Statute 67-4614, Historic Property.

Discussion ensued on the following:

Council Member Caval: Asked for clarification on the area.

Council Member Caval: Asked about funds to purchase property within the district.

Mayor Pierce: Clarified the process.

Vice Mayor Reid: Talked about the removal of an ordinance,

Council Member Caval: Asked about the National Registry. How is this process different from cities such as Boise?

Deputy City Manager Humble: Clarified that this is an informational item only.

Mayor Pierce: Would like to see the process to adopt fees on a future agenda.

- f) A request to provide direction regarding potential improvement and funding options for Floral Avenue.

Deputy City Manager Humble made a request to provide directions regarding potential improvement and funding options for Floral Avenue.

Discussion ensued on the following:

Mayor Pierce: Asked how many properties are on this road. And how many attended the meetings?

Council Member Boyd: Gave a suggestion that the city cover 1/3 of the project to get it to move forward.

Vice Mayor Reid: Is in favor of the city covering a portion of the cost but would like to see something worked up. Clarified how the LID would work. Asked about the SLFRF fund possibility.

Mayor Pierce: Asked if any that did not participate in the meetings had made additional comments to staff.

Council Member Cutler: Talked about the reduced property taxes for these property owners.

Council Member Caval: Spoke about the low participation of the property owners.

Mayor Pierce: Have asked for participation and does not feel that we need to go any further at this time.

Council Member Boyd: Spoke about the previous input and the fact that it has diminished over time.

Mayor Pierce: Clarified that some participants have withdrawn over time.

Council Member Hawkins: Spoke in favor of not moving forward.

Council Member Caval: Asked about budgeting over a few years to save to participate in this project.

Decided that no further action will be taken at this time.

6) GENERAL PUBLIC INPUT

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

Council Member Hawkins reported on the Parks & Recreation Committee meeting.

Deputy City Manager Humble reported on some vacancies that are coming up on several of our advisory boards. The meeting on September 26, 2022, will begin at 4:00 pm with an executive session and the regular meeting will commence at 5:00 pm.

8) PUBLIC HEARINGS

- a) Public Hearing to amend the FY 2021-2022 budget.

Budget Coordinator Farnes presented the amended FY2021-2022 budget

Discussion ensued on the following: None

Public Hearing Opened: 6:30 pm

Public Hearing Closed: 6:31 pm

Discussion ensued on the following: None

MOTION: Vice Mayor Reid made a motion to suspend the rules and place Ordinance #2022-019 on third and final reading by title only under suspension of the rules. **Council Member Caval** seconded the motion. The roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

Mayor Pierce read Ordinance #2022-019 by title only.

MOTION: Council Member Boyd moved to approve the amended FY 2021-2022 budget. **Vice Mayor Reid** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- b) Request for an annexation with a zoning district of R2 for property located at 1288 Eastland Drive North c/o TD&H Engineering on behalf of Mark Ellis. (PZ22-0109)

P&Z Director Spendlove requested an annexation with a zoning district of R2 for property located at 1288 Eastland Drive North c/o TD&H Engineering on behalf of Mark Ellis. (PZ22- 0109)

Discussion ensued on the following:

Vice Mayor Reid: Asked what the R1 & R2 designation differences are.

Mayor Pierce: Asked for clarification of the surrounding areas.

Council Member Brown: Asked if there is a subdivision process that still needs to happen.

The applicant spoke on the request.

Public Hearing Opened: 6:52 pm

Citizen Aimee Nay spoke against the R2 zoning.

Citizen Kyle Nay spoke against the R2 zoning.

Citizen Mike Ryan spoke against the R2 zoning.

Citizen Derrick Ellis spoke for the applicants' proposal.

Citizen Karl E. Nelson spoke against the R2 zoning. Recommended R1.

Citizen Bart Brandell spoke against the R2 zoning.

The applicant's representative responded to the citizen's concerns.

P&Z Director Spendlove clarified the lot size requirements.

Council Member Caval: Asked if the current property owners can add a duplex to their property. Is the applicant obligated to ask for annexation due to the sewer issue?

Council Member Boyd: Asked who owns the adjoining lot.

Council Member Cutler: Asked about the sewer issue requirements.

Vice Mayor Reid: Clarified that the zoning is currently R2 with the County and that they can go to them to move forward if not annexed.

Public Hearing Closed: 7:24 pm

Discussion ensued on the following:

Council Member Cutler: Spoke against the request to annex.

Council Member Hawkins: Spoke in favor of the annexation.

Council Member Brown: Spoke about the challenge of annexation and which zoning district. OK with the annexation, just unsure what zone it should be.

Council Member Boyd: Clarified that the surrounding property is currently within the City. Is this a way to get the corner of Eastland and Carriage Drive improved?

Vice Mayor Reid: Spoke in favor of the annexation. Unsure which zone it should be.

Council Member Caval: Spoke in favor of the annexation. Also, unsure which zone it should be.

MOTION: **Council Member Caval** moved to approve the annexation & a zoning district of R2 for property located at 1288 Eastland Drive North c/o TD&H Engineering on behalf of Mark Ellis. (PZ22-0109) **Council Member Boyd** seconded the motion. The roll call vote showed all members present voted. The motion passed 5 to 2, with **Vice Mayor Reid** and **Council Member Cutler** voting against.

9) ADJOURNMENT

The meeting adjourned at 07:33 PM

Amy Luna, Administrative Assistant



Date: Monday, September 26, 2022
To: Honorable Mayor and City Council
From: Lisa Strickland, City Planner

ACTION ITEM

Request:

1. Request for final plat approval for Easternsun Subdivision, approximately 23 acres consisting of 95 lots located at the 400-600 block of Hankins Road c/o EHM Engineers, Inc. on behalf of Gerald Martens. (PZ22-0145)

Time Estimate:

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

Background:

This is a request to subdivide approximately 23 acres into 90 residential lots and 3 retention lots located at the 400-600 block of Hankins Road. The property is zoned R-2 and currently has one existing home and the rest of the property is undeveloped. The minimum lot size permitted in the R-2 district is 6000 sq. ft. for single-family dwellings. The proposal is to final plat the subdivision in phases with access to the subdivision along Hankins Rd on the east side while Elizabeth Blvd and 4th Ave E will be extended to allow for access to the north and south ends of the subdivision.

Approval Process:

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 many parameters for which the Final Plat must substantially conform to. Including the 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 the final plat gets approved by the City Council and construction plans approved, the plat may be recorded, and lots sold for development. On January 11, 2021 the Planning & Zoning Commission unanimously approve the preliminary plat.

Budget Impact:

N/A

Regulatory Impact:

This preliminary plat complies with the standards as outlined in the City's General Subdivision Provision of Title 10, Chapter 12, Section 3, and all regulations regarding the R2 Zoning District development standards.

All general criteria for approval have been met, per State Statute 50 - Chapter 13.

History:

The subject property was annexed in 2020 with the Zoning District designation of R2.

Analysis:

N/A

Conclusion:

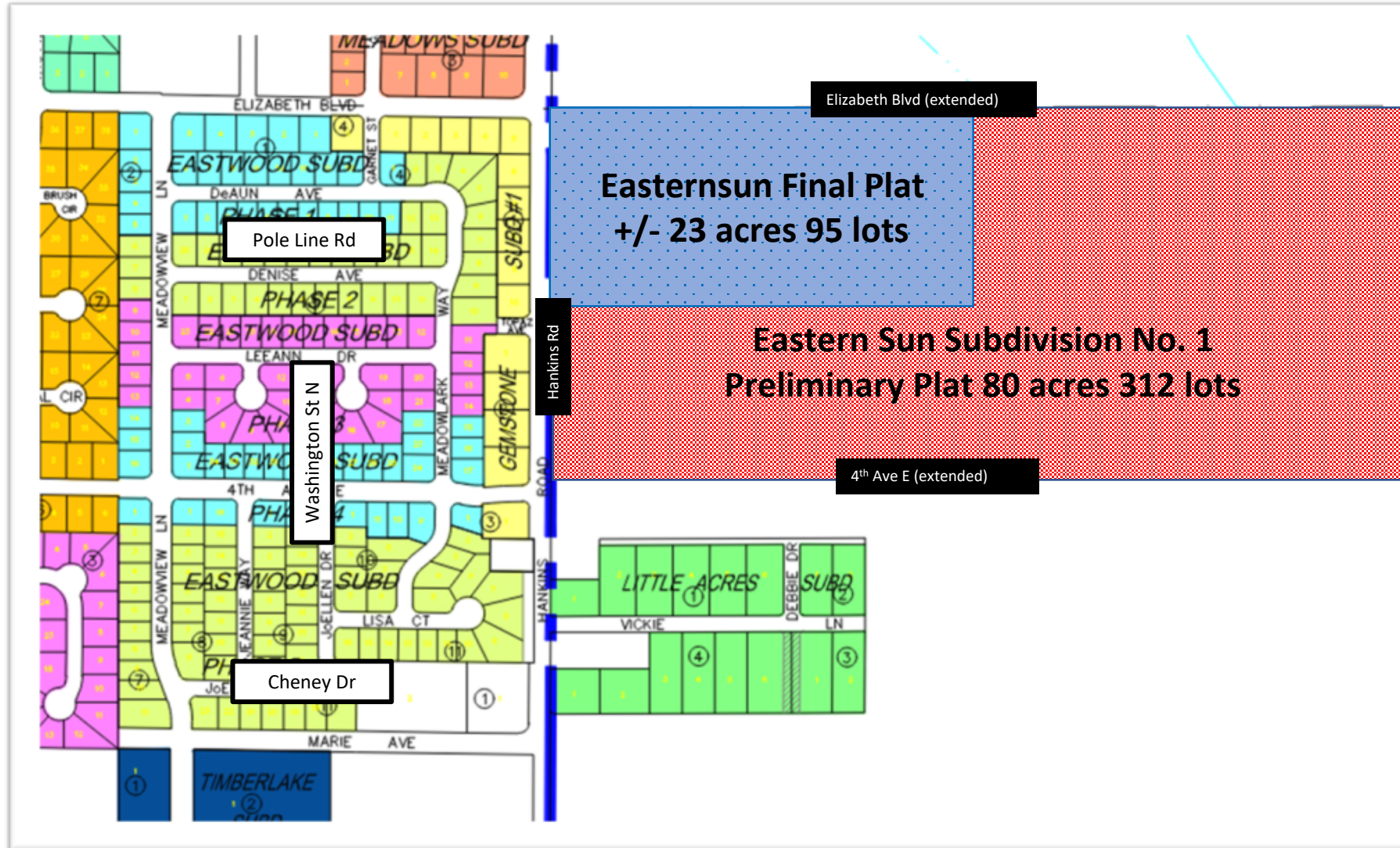
Upon conclusion, should the Commission approve this request as presented, staff recommends approval be subject to the following conditions:

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

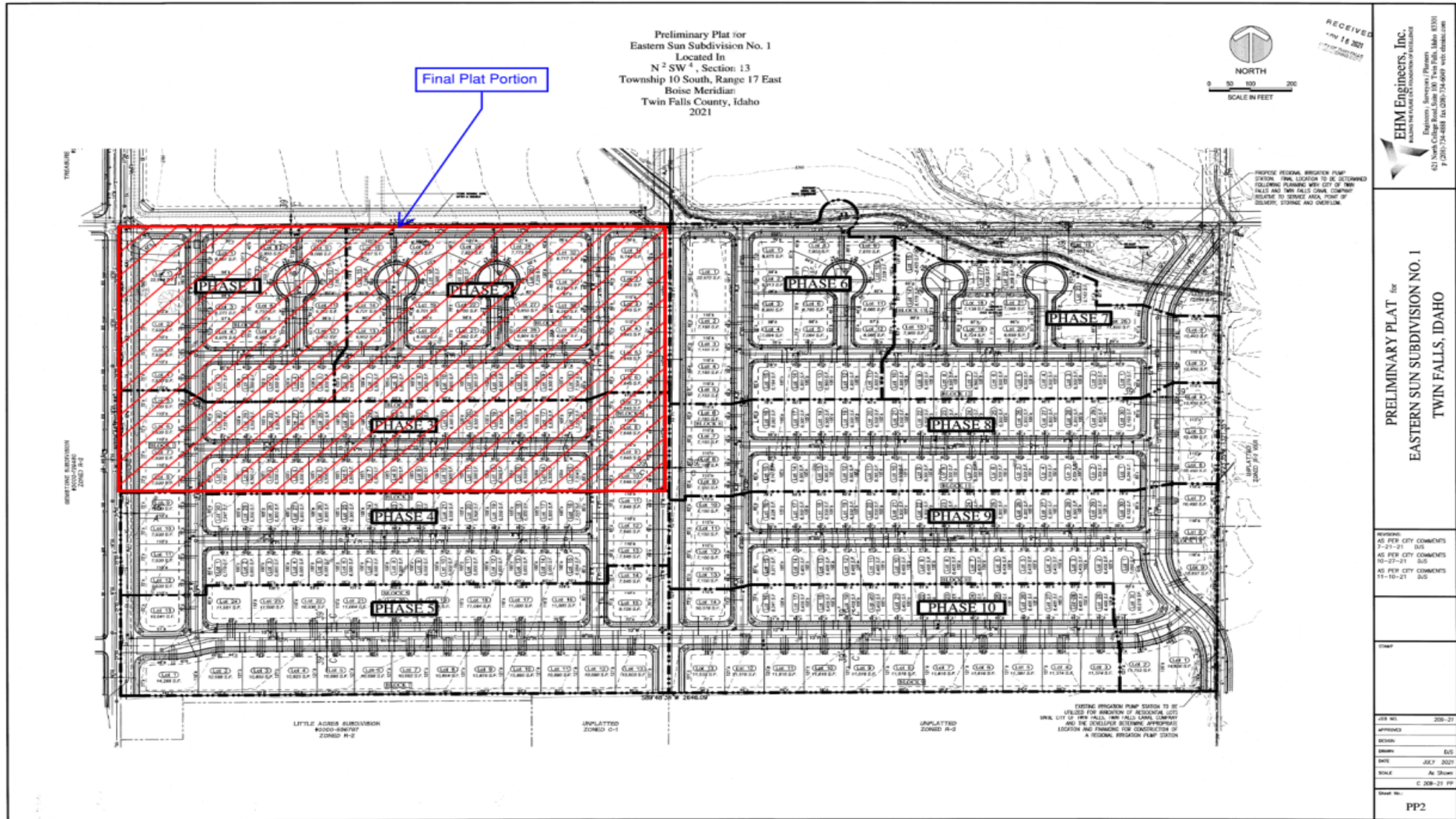
Attachments:

1. Final Plat Exhibit
2. Zoning Map
3. Future Land Use Map
4. PZ Minutes 01-11-21

SUBDIVISION VICINITY MAP



PRELIMINARY PLAT



Legend

SUBDIVISION BOUNDARY LINE	---
SECTION LINE	---
QUARTER SECTION LINE	---
EASEMENT LINE	---
CENTERLINE OF STREET	---
LOT LINE	---

Monument Certification

IN ACCORDANCE WITH SECTION 50-1303, IDAHO CODE, THE INTERIOR MONUMENTS ON THIS PLAT SHOWN AS "TO BE SET" SHALL BE SET IN ACCORDANCE WITH SECTION 50-1303, IDAHO CODE, ON OR BEFORE 1 YEAR AFTER THE RECORDATION OF THE FINAL PLAT OR AS DETERMINED BY THE CITY OF TWIN FALLS.

Survey References

#2022-005735
#2019-005837
#2018-016319
#2015-021727
#2015-011142
#2014-017194
#2008-022170
#2005-008079
#1994-014383
#0000-948493
#0000-826279
#0000-535797 - LITTLE ACRES SUBDIVISION

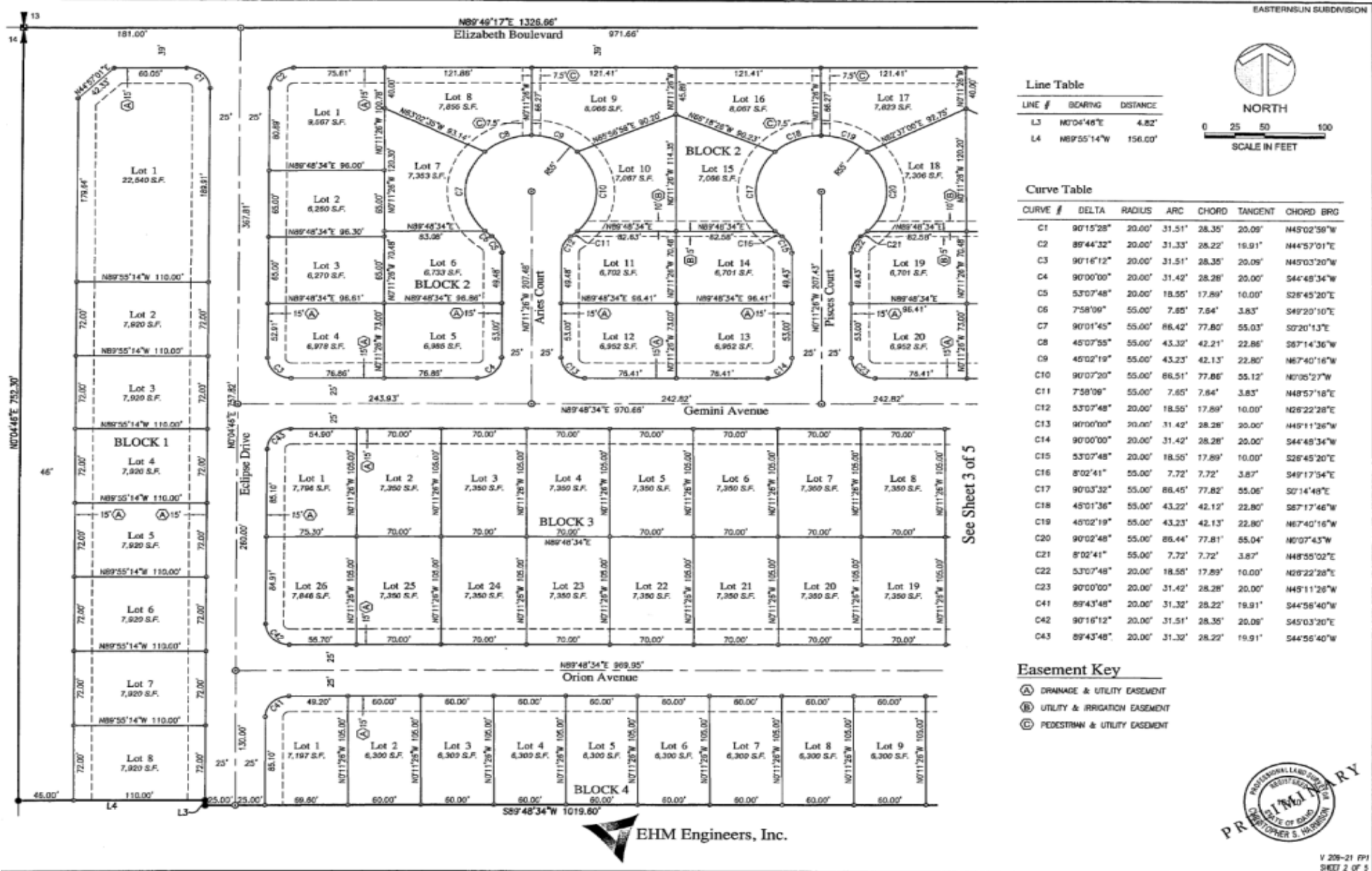
Deed References

#2021-013280

Easement Key

(A) DRAINAGE & UTILITY EASEMENT
(B) UTILITY & IRRIGATION EASEMENT
(C) PEDESTRIAN & UTILITY EASEMENT

FINAL PLAT



FINAL PLAT

See Sheet 2 of 5



EASTERNSUN SUBDIVISION



NORTH

0 25 50 100
SCALE IN FEET

Line Table

LINE #	BEARING	DISTANCE
L1	S89°49'17"W	149.00'
L2	S0°14'06"W	2.97'

Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C24	90°00'00"	20.00'	31.42'	28.28'	20.00'	S44°48'34"W
C25	53°07'48"	20.00'	18.25'	17.89'	10.00'	S26°45'20"E
C26	8°07'12"	55.00'	7.79'	7.79'	3.90'	S40°15'38"E
C27	89°59'00"	55.00'	86.38'	77.77'	54.98'	S0°12'32"E
C28	45°01'36"	55.00'	43.22'	42.12'	22.80'	S67°17'46"W
C29	44°52'18"	55.00'	43.07'	41.98'	22.71'	N67°45'17"W
C30	90°08'18"	55.00'	86.53'	77.88'	55.13'	N0°14'59"W
C31	8°07'12"	55.00'	7.79'	7.79'	3.90'	N48°52'46"E
C32	53°07'48"	20.00'	18.25'	17.89'	10.00'	N26°22'28"E
C33	90°00'00"	20.00'	31.42'	28.28'	20.00'	N45°11'26"W
C34	89°34'28"	20.00'	31.27'	28.18'	19.85'	S45°01'20"W
C35	90°24'48"	20.00'	31.56'	28.39'	20.14'	S44°58'18"E
C36	89°35'11"	20.00'	31.27'	28.18'	19.86'	S45°01'42"W
C37	90°24'48"	20.00'	31.56'	28.39'	20.14'	N44°58'18"W
C38	90°25'32"	20.00'	31.56'	28.39'	20.15'	N44°58'40"W
C39	89°34'28"	20.00'	31.27'	28.18'	19.85'	N45°01'20"E
C40	90°25'32"	20.00'	31.56'	28.39'	20.15'	N44°58'40"W

Easement Key

- (A) DRAINAGE & UTILITY EASEMENT
- (B) UTILITY & IRRIGATION EASEMENT
- (C) PEDESTRIAN & UTILITY EASEMENT



EHM Engineers, Inc.

ZONING INFORMATION

PROPERTY INFORMATION



Subject Property

- Current Zoning: R-2
- Current Land Use: Undeveloped
- Proposed Zoning: R-2
- Proposed Land Use: Residential

Surrounding Area:

- North: Undeveloped
- South: Residential
- East: Undeveloped
- West: Hankins Rd/Residential

Applicable Regulations

- 10-1, 10-4-4, 10-12

FUTURE LAND USE MAP

Comprehensive Plan Designation:

Mixed Use

Defining Characteristics

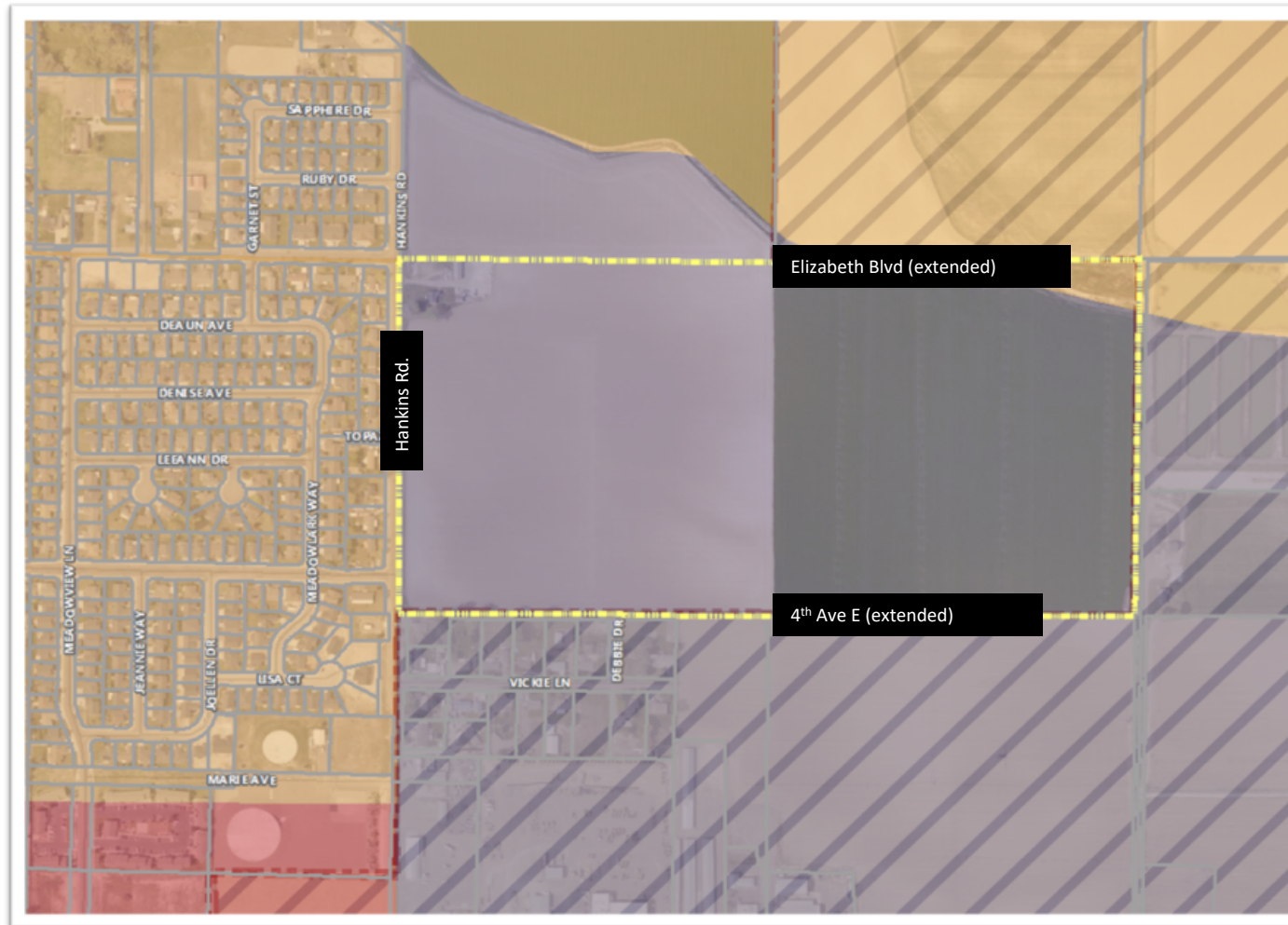
- Serves local and regional commercial
- Siting at intersections of major arterials
- Typically anchored by a grocery store, civic, or entertainment uses
- Allows high-intensity mixed use development in a compact, pedestrian oriented environment.
- Pedestrian activity is the highest priority; buildings should be located close to the street.
- Wide sidewalks, street furniture, and other amenities are strongly encouraged

Land Use Mix

Retail • Office • Restaurants • Civic • Entertainment, arts, and culture • Vertical, mixed use • Townhomes • Condominiums • Apartments • Senior /student housing • Hotels • Plazas and parks

Gross Density/Size

10 - 20 DU per acre





Twin Falls Planning & Zoning Commission Minutes

Tuesday, January 11, 2022, 6:00 PM

203 Main Avenue East
Twin Falls, ID 8301

COUNCIL CHAMBERS

Members -

City Limits: Danielle Titus, Chairperson; Craig Kelley, Vice-Chair; Ed Musser; Carolyn Bolton; Curtis Hansen; Marilu Perez

Area of Impact: David Detweiler

1) Confirmation of Quorum/Call Meeting to Order

Commissioner Hansen called the meeting to order at 06:00 PM

A quorum was present.

Members Present: *Hansen, Bolton, Musser, Detweiler*

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

2) Consent Calendar

MOTION: Commissioner Bolton moved to approve the Consent Calendar, as presented.

Commissioner Musser seconded the motion.

Unanimously Approved by a vote of 4-0.

a) Approval of Minutes from the following meeting: December 14, 2021

3) Items of Consideration

- a) Request for the consideration of the preliminary plat for Eastern Sun Subdivision No. 1, approximately 80 acres consisting of 312 lots located at the 400-600 block of Hankins Road c/o EHM Engineers, Inc. on behalf of Gerald Martens. (PZ21-0184)

Staff Presentation:

City Planner Strickland presented the request for the consideration of the preliminary plat for Eastern Sun Subdivision No. 1, approximately 80 acres consisting of 312 lots located at the 400-600 block of Hankins Road c/o EHM Engineers, Inc. on behalf of Gerald Martens. (PZ21-0184)

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 many parameters for which the Final Plat must substantially conform to. Including the 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 subject property was annexed in 2020 with the Zoning District designation of R2.

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:

Gerald Martens, applicant, presented the request for the preliminary plat for Eastern Sun Subdivision No. 1. He stated this will be a residential subdivision, designed in phases. He stated the subdivision will be built similar to the Morning Sun Subdivision.

PZ/Questions & Comments:

- Commissioner Musser asked if this subdivision would comply to the new city standards.
- Mr. Martens stated Eastern Sun Subdivision #2 to the north will include a neighborhood park.
- Commissioner Hansen asked if the subdivision streets will be private. He asked if the width of streets will be enough for cars to park on each side.
- Mr. Martens stated all streets will be public with an enhanced entryway to the subdivision, with all streets built to city standards.

Discussions Followed: without concerns

MOTION: Commissioner Detweiler moved to approve the request for the Preliminary Plat for the Eastern Sun Subdivision No. 1, approximately 80 acres consisting of 312 lots located at the 400-600 block of Hankins Road c/o EHM Engineers, Inc. on behalf of Gerald Martens. (PZ21-0184), as presented, with staff recommendations. Commissioner Musser seconded the motion. Roll call vote showed all members present voted. Approved 4 to 0.

- b) Request for the consideration of the preliminary plat for Golden Eagle Subdivision No. 7, approximately 9 acres consisting of 42 lots located at 1652 Harrison Street South c/o TD&H Engineering, Inc. on behalf of Robert and Kathi Meyers.(PZ21-0185)

Staff Presentation:

City Planner Strickland presented the request for the consideration of the preliminary plat for Golden Eagle Subdivision No. 7, approximately 9 acres consisting of 42 lots located at 1652 Harrison Street South c/o TD&H Engineering, Inc. on behalf of Robert and Kathi Meyers.(PZ21-0185)

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 many parameters for which the Final Plat must substantially conform to. Including the 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.

This property was last included in the Golden Eagle #5 Plat in 2015. That Plat included, and was part of, the Middle School Development to the north.

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:

Rex Harding, applicant representative, presented the request for a preliminary plat for Golden Eagle Subdivision No. 7. He stated this subdivision will have detached sidewalk and curb, with the widening of Harrison Street to match on the south side. He stated the city has an irrigation pump station that will be platted as a separate lot. He stated the streets will be built according to Twin Falls City standards, with good sizes for the residential lot.

Discussions Followed: without concerns

MOTION: Commissioner Bolton moved to approve the request for the consideration of the preliminary plat for Golden Eagle Subdivision No. 7, approximately 9 acres consisting of 42 lots located at 1652 Harrison Street South c/o TD&H Engineering, Inc. on behalf of Robert and Kathi Meyers.(PZ21-0185), as presented, with staff recommendations.

Commissioner Detweiler seconded the motion.

Unanimously Approved by a vote of 4-0.

- c) Request for the consideration of the preliminary plat for Sportsman's Warehouse Subdivision, a PUD, approximately 12 acres consisting of 3 lots located at 1940 Bridgeview Boulevard c/o EHM Engineers, Inc. on behalf of Patrick Wood. (PZ21-0191)

Staff Presentation:

Planning and Zoning Director Spendlove presented the request for the consideration of the preliminary plat for Sportsman's Warehouse Subdivision, a PUD, approximately 12 acres consisting of 3 lots located at 1940 Bridgeview Boulevard c/o EHM Engineers, Inc. on behalf of Patrick Wood. (PZ21-0191)

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 many parameters for which the Final Plat must substantially conform; including the 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 subject property went through the subdivision and zoning PUD public hearings during the late 1990's and was constructed in the early 2000's.

The reason for this request is the new owner of Sportsman's Warehouse want to own the land the building sits on.

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:

David Thibault, applicant representative, presented the request of the preliminary plat for Sportsman's Warehouse Subdivision, a PUD. This is a new plat with its own lot to transfer ownership of the property. The development will function as is, with a continued cross use parking plan. He stated the new owner is aware of the repairs needed around the canyon rim trail.

PZ/Questions & Comments:

- Commissioner Detweiler asked if there is buildable area on the lot.
- Planning and Zoning Director Spendlove stated any expansion would take place through a PUD amendment, depending on the size of the expansion request.
- Commissioner Musser asked will there be a change to the parking requirement.
- Planning and Zoning Director Spendlove and Mr. Thibault stated the PUD has a cross use parking agreement.

Discussions Followed: without concerns

MOTION: Commissioner Detweiler moved to approve the request for the consideration of the preliminary plat for Sportsman's Warehouse Subdivision, a PUD, approximately 12 acres consisting of 3 lots located at 1940 Bridgeview Boulevard c/o EHM Engineers, Inc. on behalf of Patrick Wood. (PZ21-0191), as presented with staff recommendations. Commissioner Musser seconded the motion.

Unanimously Approved by a vote of 4-0.

4) Public Hearings

- a) Request for a Special Use Permit to allow a detached accessory building of over 1000 square feet on property located at 288 Pheasant Road c/o Zernickow Family Investments on behalf of Theresa LaRue Living Trust. (PZ21-0179)

Staff Presentation:

City Planner Zollinger presented the request for a Special Use Permit to allow a detached accessory building of over 1000 square feet on property located at 288 Pheasant Road c/o Zernickow Family Investments on behalf of Theresa LaRue Living Trust. (PZ21-0179)

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 make a decision 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.

The property is zoned R-4 and is located within the Twin Falls Z Country Estates Subdivision. The home is currently being constructed.

The proposed structure would have a setback greater than what the property development standards for the R4 zoning district permits for primary and accessory structures. The setbacks for primary structures are twenty (20) feet from the front and five (5) feet to the side. The setbacks for accessory structures are three (3) feet to the side and rear. Staff have reviewed the request and do not anticipate substantial negative impacts should the request be approved.

Upon conclusion should the Commission approve this request as presented, then staff recommends the following conditions:

1. Subject to compliance with all local, state and federal code requirements and other standards as applicable.

Applicant Presentation:

Jon Zernickow, applicant representative, presented the request for a Special Use Permit to allow a detached accessory building of over 1000 square feet on property located at 288 Pheasant Road. He stated the applicant wants to build a 2,400 square foot metal building. He stated it will be professionally built with the front matching the house with stucco and rock.

PZ/Questions & Comments:

- Commissioner Hansen asked about the lot size and access from the south.
- City Planner Zollinger clarified where the house is located on the lot and its street access.

Public Hearing: Opened

- Randy Rucks, 238 Pheasant Rd., requests the building match the CC&R regulations. He stated his concern that other homeowners in subdivision have been asked to follow the rules, and this applicant is not being held to same standard.
- Kristi Rucks, 238 Pheasant Rd., stated she is okay with the size of the building, but the CC&R's state the types of building materials allowed, and this applicant

should have to comply with the rules.

- Mr. Zernickow responded to the citizen's concerns stating it will be professionally built, with vinyl fencing around the property.
- Planning and Zoning Director Spendlove stated the building permit does not show the front of the building materials.
- Commissioner Hansen asked if the commission could condition the Special Use Permit based on the CC&R's.
- Planning and Zoning Director Spendlove stated the city and the commission have not conditioned SUPs to follow CC&R's, as it is a private contract, but have made conditions for the accessory building to match the material to the primary dwelling unit.
- City Attorney Nope stated city can't get involved in a disagreement with unless the common goal matches the conditions placed on the SUP by the commission.
- Commissioner Musser asked if they can just approve the use of the accessory building only.
- Planning and Zoning Director Spendlove stated the commission can do that and would need to make the determination on why or why not to condition the SUP.
- Commissioner Musser asked for clarification on the difference of the building permit and asked if the applicant can bring this back to the commission at a later date.
- Planning and Zoning Director Spendlove clarified the commission's possible actions.

Public Hearing: Closed

Discussions Followed:

- Commissioner Musser has no issue with the building or its size.
- Commissioner Detweiler asked how CC&R's work and how they affect the commission's decisions.
- Commissioner Hansen stated there is a committee of homeowners who draft the CC&R's and discrepancies are handled in a civil manner between the Homeowner Association and the individual property owner. He stated these discrepancies are not a legal matter for the city.
- Commissioner Detweiler stated the commission is asked to approve the building because of its size, and the design would be handled through the HOA.
- Commissioner Hansen stated the commission can condition the SUP for the building match the house to conform to the neighborhood, following the nine (9) criteria for an SUP. He stated the applicant can resubmit the building permit if the SUP is conditioned.
- Commissioner Bolton suggested tabling the decision and ask the applicant to bring back the final design for the commission to review.
- Commissioner Musser asked if it is enough to condition the SUP to match the

front façade.

- Commissioner Detweiler stated the commission cannot override the subdivision CC&R's. He stated he would rather not table the decision.
- Planning and Zoning Director Spendlove stated the building permit has not been approved yet, as there is a need to have the SUP approved first.
- Planning and Zoning Director Spendlove stated the commission can table the item for additional information to clarify testimony received tonight, as a continuation of tonight's public hearing. The continuation date would be February 8, 2022.

MOTION: Carolyn Bolton moved to table the request for a Special Use Permit to allow a detached accessory building of over 1000 square feet on property located at 288 Pheasant Road c/o Zernickow Family Investments on behalf of Theresa LaRue Living Trust (PZ21-0179), until Tuesday, February 8, 2022 for additional clarifying information from the applicant.

Commissioner Detweiler seconded the motion.

Motion Approved by a vote of 3-1.

- b) Request for a Special Use Permit to allow for the use of a hotel on property located at 1771 Pole Line Road East c/o Laughlin Ricks Architecture on behalf of Terra Development, LLC. (PZ21-0182)

City Attorney stated he has advised Commissioner Hansen that it is not a conflict for him to sit and hear this item as he is employed by another hotel.

Staff Presentation:

City Planner Strickland presented the request for a Special Use Permit to allow for the use of a hotel on property located at 1771 Pole Line Road East c/o Laughlin Ricks Architecture on behalf of Terra Development, LLC. (PZ21-0182)

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 make a decision 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.

The property had a special use permit for a hotel approved in 2008 for a hotel. The property was never developed. Therefore, the original special use permit is void. The property is located within the C-1 zoning district and has not been developed. The approach to the hotel will be located off of a platted easement with a recorded cross use agreement between the property owner and the senior living center located to the north. The location of the hotel is near the Magic Valley Mall and several eating establishments, making this an appropriate location for this type of land use. The impact on the surrounding area will be some additional traffic. However, Pole Line Rd E is an arterial constructed to sustain a large amount of traffic. The existing access from Bridgeview to the Hotel is already used by the senior living facility and could be minimally impacted. The site plan does show sufficient parking, gateway arterial landscaping, a shared access easement, and will have a final review upon submittal for a building permit. The staff doesn't foresee any significantly negative impacts on the surrounding area.

Upon conclusion, should the Commission approve the request, as presented, staff recommends the following condition:

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

Applicant Presentation:

Colby Ricks, representing applicant, presented the Request for a Special Use Permit to allow for the use of a hotel on property located at 1771 Pole Line Road East. He stated the hotel will be four (4) stories tall with 110 rooms. He stated there will be a swimming pool with indoor water park for guests. He stated this is a good location close to the mall, canyon rim trail and nearby restaurants.

PZ/Questions & Comments:

- Commissioner Hansen asked how many parking stalls are required.
- City Planner Strickland stated there is one parking stall required per room. She stated this plan meets the requirements and staff has worked with the applicant on the site plan.
- Commissioner Hansen asked the applicant if the pool is open to the public.
- Mr. Ricks stated the pool is only open to guests and this lot does not dictate public use due to size and no additional parking.
- Commissioner Detweiler asked if the access road dead ends into property.
- Mr. Ricks stated it ends at the property line, with 1/2 of the access road owned by property owner.
- Commissioner Hansen asked if there is a cross use parking agreement with Bridgeview Estates.
- Mr. Ricks stated there is no cross-use agreement.
- Planning and Zoning Director Spendlove stated it is an access driveway, not a

public road for the city to maintain. The access easement would not continue to the property to the east.

Public Hearing: Opened and Closed without input

Discussions Followed:

- Commissioner Bolton is in support of the project.
- Commissioner Detweiler is in support of the project, as it is a great use of property that has been vacant for years.
- Commissioner Musser is in support of the project, but has a congestion concern.
- Commissioner Hansen stated he is concerned with congestion, but the project meets city code and has had an SUP for a hotel in the past.

MOTION: Commissioner Detweiler moved to approve the request for a Special Use Permit to allow for the use of a hotel on property located at 1771 Pole Line Road East c/o Laughlin Ricks Architecture on behalf of Terra Development, LLC. (PZ21-0182) Commissioner Bolton seconded the motion.

Motion Approved by a vote of 3-0-1.

5) Upcoming Meeting(s)

- a) Tuesday, January 25, 2021

Planning and Zoning Director Spendlove informed the commission of Liz Hart's departure from the City.

6) Adjournment

The meeting adjourned at 07:05 PM

Kelli Ebersole

Kelli Ebersole, Administrative Assistant



Date: Monday, September 26, 2022
To: Honorable Mayor and City Council
From: Ian Zollinger, City Planner

ACTION ITEM

Request:

Request for approval of the Final Plat for the Mary Alice Lake at the Preserve, A PUD, Subdivision, consisting of 19.38 (+/-) acres to develop 64 lots on property located at the northeast corner of Cheney Drive and Eastland Drive North c/o Harmony Design & Engineering on behalf of Mark Kelly, Preserve PUD, LLC. (PZ22-0147)

Time Estimate:

15 Minutes for presentation and questions.

Background:

This is a request for approval of a Final Plat. The applicant is proposing to subdivide 19.83 acres into 64 lots. The subject property is located on the Northeast corner of Cheney Drive and Eastland Drive.

Approval Process:

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.

Budget Impact:

NA

Regulatory Impact:

This Final complies with the standards as outlined in the City's General Subdivision Provision of Title 10, Chapter 12, Section 3, all regulations regarding the Preserve PUD, R2 and CRO Zoning District development standards.

All general criteria for approval have been met, per State Statute 50 - Chapter 13.

History:

The "Preserve" was annexed into the City in 2005 and 2006 with a master plan. The Preserve PUD Agreement for this portion of property was created in January 2012. The Springs at the Preserve plat was approved in 2019 which included the subject property as Tract A of Block 1. The Preliminary Plat for Mary Alice Lake was approved by the Planning and Zoning Commission on November 30, 2021.

Analysis:

The applicant is proposing a detached and attached single family residential subdivision as allowed within city code and the Preserve PUD. There are 58 residential lots and 6 non-buildable lots designated for retention and open space. The 6 lots for retention and open space (Lots 59- 63) are to be maintained by the HOA.

Access into the subdivision will be from Cheney Drive. Fire and Emergency access/egress will be provided on the north side of the subdivision from the City's Canyon Rim Trail trailhead. This access will be for emergency access only.

The subdivision will be serviced by city utilities.

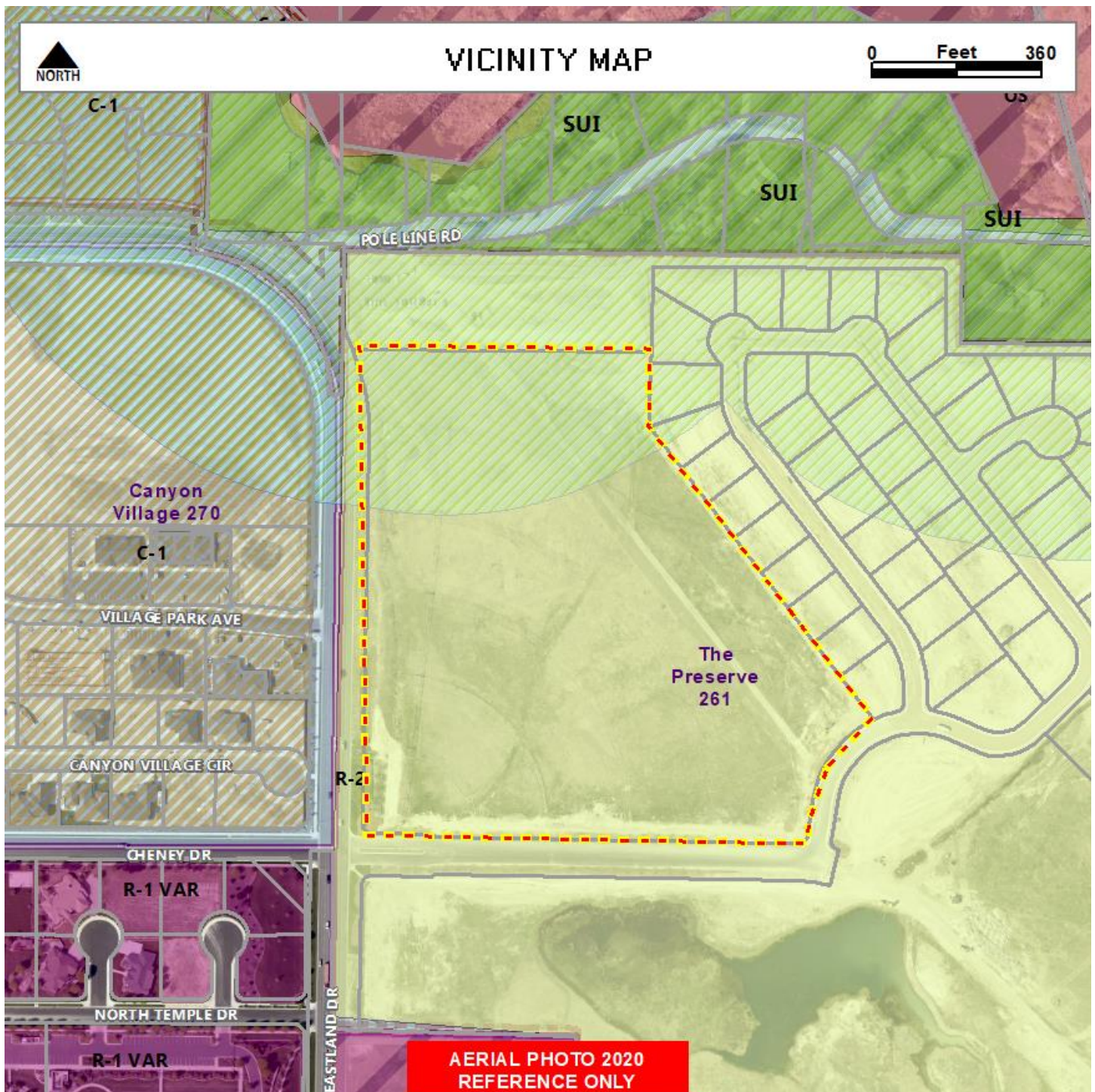
Conclusion:

Upon conclusion, should the Council 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

Attachments:

1. Zoning Vicinity Map
2. Mary Alice Lake At The Preserve-Final Plat



=

Current Zoning: R2 CRO, PUD

Existing Land Use: Vacant/ Undeveloped

Comprehensive Plan: Town Neighborhood

Proposed Land Use: Residential

Surrounding Zoning Designations & Land Use(s)

North: SUI, CRO, Residential

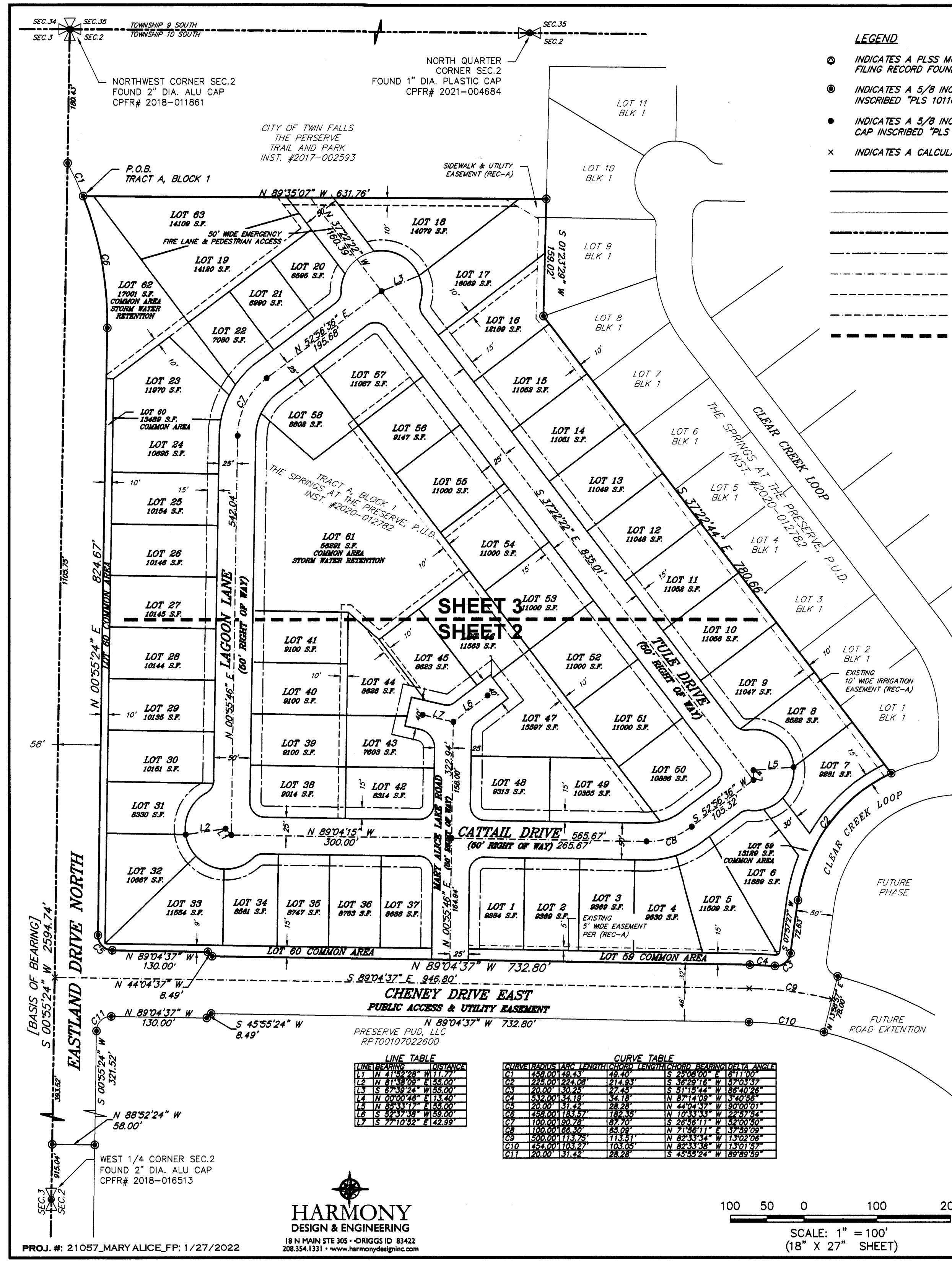
East: R2 PUD, Residential

South: R2 PUD, Vacant/ Undeveloped

West: C1 PUD, Mixed Use

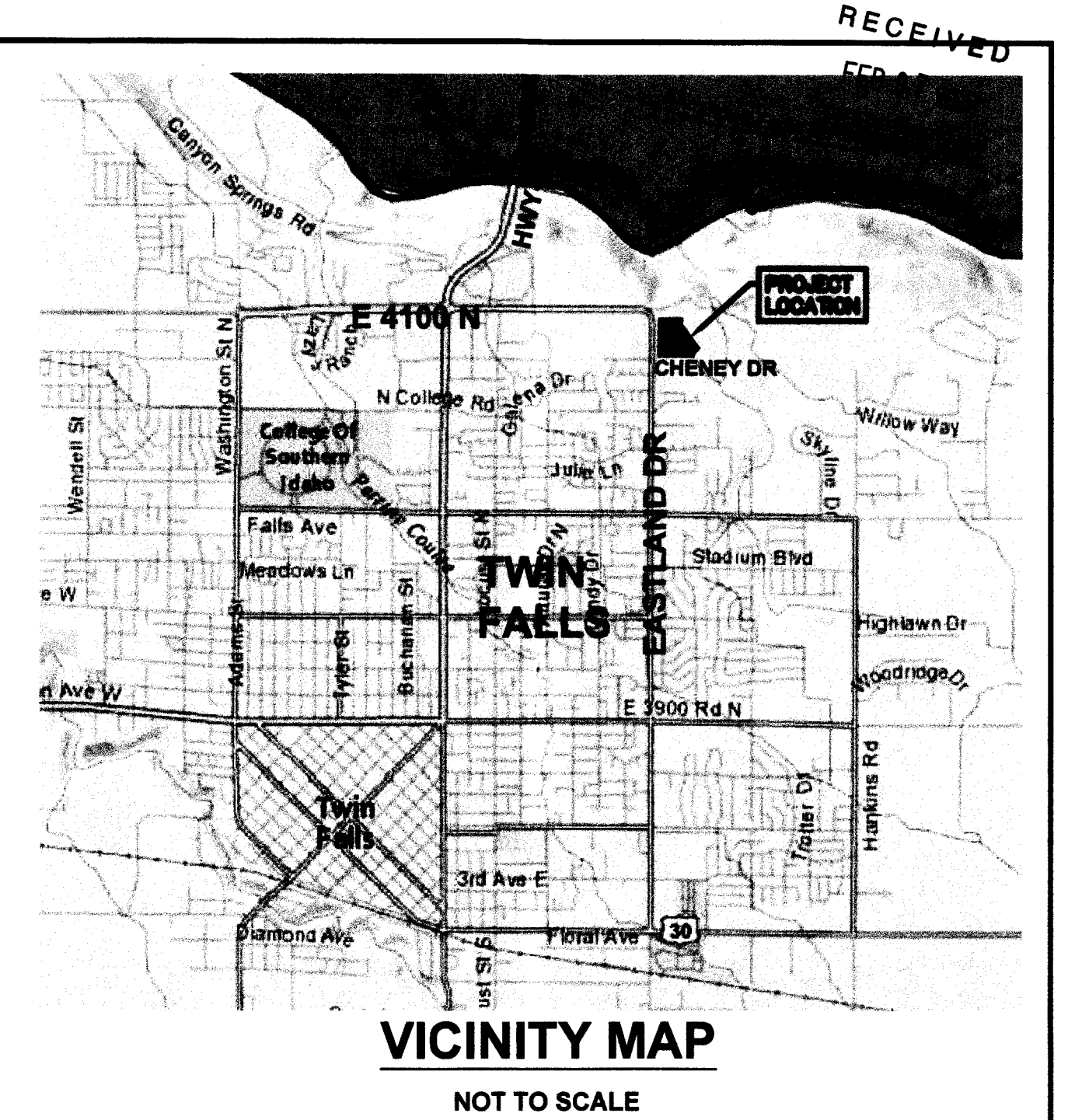
Applicable Regulations

10-1-4, 10-1-5, 10-4-4, 10-4-19, , 10-12-2-3



LEGEND

- INDICATES A PLSS MONUMENT WITH A CORNER PERPETUATION FILING RECORD FOUND THIS SURVEY AS NOTED
 - INDICATES A 5/8 INCH DIAMETER REBAR WITH A PLASTIC CAP INSCRIBED "PLS 10110", FOUND THIS SURVEY
 - INDICATES A 5/8 INCH DIAMETER REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 19140", TO BE SET THIS SURVEY
 - x INDICATES A CALCULATED POINT
- P.U.D. BOUNDARY LINE
- LOT LINE
- ADJOINING PARCEL LINE
- SECTION LINE
- UTILITY AND DRAINAGE EASEMENT AS NOTED
- RECORD EASEMENT AS NOTED
- 10' WIDE PRESSURE IRRIGATION EASEMENT
- CENTERLINE OF RIGHT OF WAY
- MATCH LINE



SURVEYORS NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE TRACT A, BLOCK 1, THE SPRINGS AT THE PRESERVE, A P.U.D., TWIN FALLS COUNTY, IDAHO, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN BOOK 26 OF PLATS, PAGE 44, RECORDS OF TWIN FALLS COUNTY, IDAHO. BEING FURTHER RECORDED AS INSTRUMENT NUMBER 2020-012782.

ALL LOTS CONNECTED TO THE CITY OF TWIN FALLS SEWER SYSTEM.

ALL LOTS CONNECTED TO THE CITY OF TWIN FALLS WATER SYSTEM.

ACCESS: EASTLAND DRIVE NORTH AND CHENEY DRIVE EAST.

THE BASIS OF BEARINGS FOR THIS SURVEY IS REFERENCED TO A DIRECT GPS MEASUREMENT AND IS CONSIDERED GEODETIC (GEODETIC NORTH USING WGS84,NAD83,CORS96, EPOCH2002.0000) RESULTING IN THE BEARING OF N 00°42'59" W BETWEEN THE SOUTH QUARTER CORNER OF SECTION 10 AND CENTER QUARTER CORNER OF SECTION 10 AS SHOWN HEREON.

RECORD INFORMATION IS REFERENCED TO "THE SPRINGS AT THE PRESERVE, A P.U.D." AS RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF TWIN FALLS COUNTY AS INSTRUMENT #2020-012782 (REC-A), R.O.S. #2018-016980

EASEMENTS OF SIGHT AND RECORD NOT SHOWN HEREON MAY EXIST.

SURVEYOR'S CERTIFICATE

I, PATRICK W. GILROY, HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION DURING THE MONTHS OF APRIL 2021 THROUGH 2022, AND FROM RECORDS ON FILE WITH THE OFFICE OF THE CLERK AND RECORDER, TWIN FALLS COUNTY, IDAHO, AND THAT THIS PLAT REPRESENTS MARY ALICE LAKE AT THE PRESERVE, A PLANNED UNIT DEVELOPMENT OF THE PARCEL OF LAND DESCRIBED HEREON, AND THAT THIS PLAT CORRECTLY REPRESENTS THE POINTS AND CORNERS FOUND AT THE TIME OF SAID SURVEY;

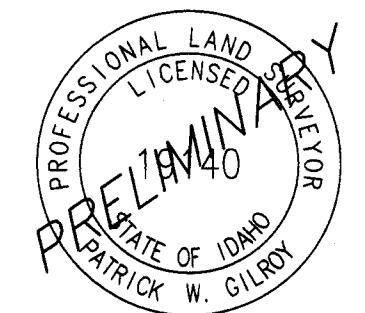
PATRICK W. GILROY
IDAHO PROFESSIONAL LAND SURVEYOR, LICENSE NUMBER 19140
DATED THIS ____ DAY OF ____, 2022

MONUMENT CERTIFICATE

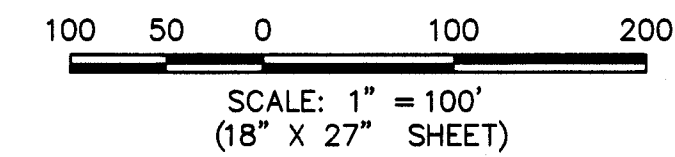
THE INTERIOR MONUMENTS OF THIS PLAT SHOWN AS "TO BE SET" WILL BE SET IN ACCORDANCE WITH SECTION 50-1333 IDAHO CODE, ON OR BEFORE 1 YEAR AFTER THE RECORDATION OF THE FINAL PLAT OR AS DETERMINED BY THE CITY OF TWIN FALLS.

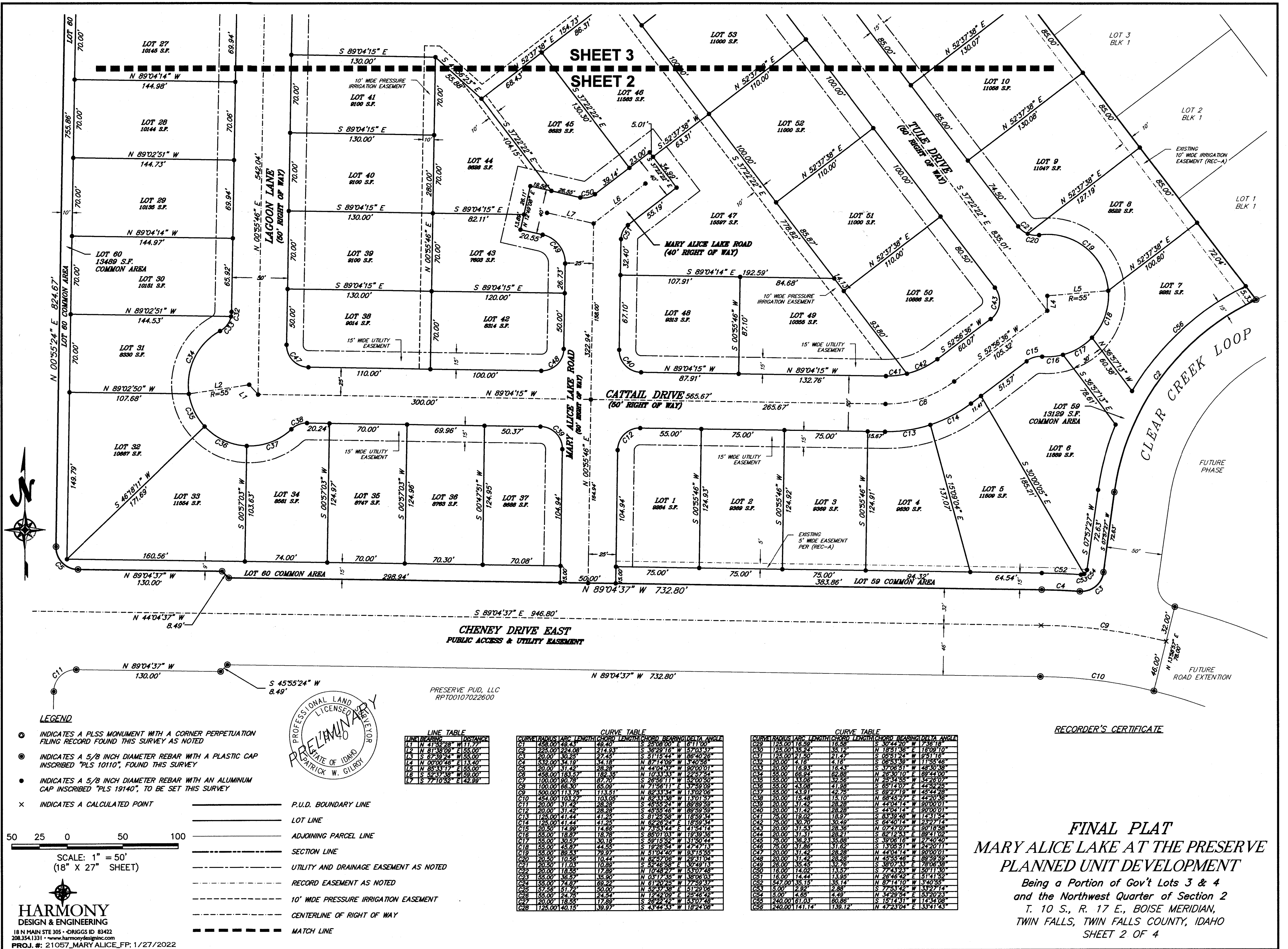
RECORDER'S CERTIFICATE

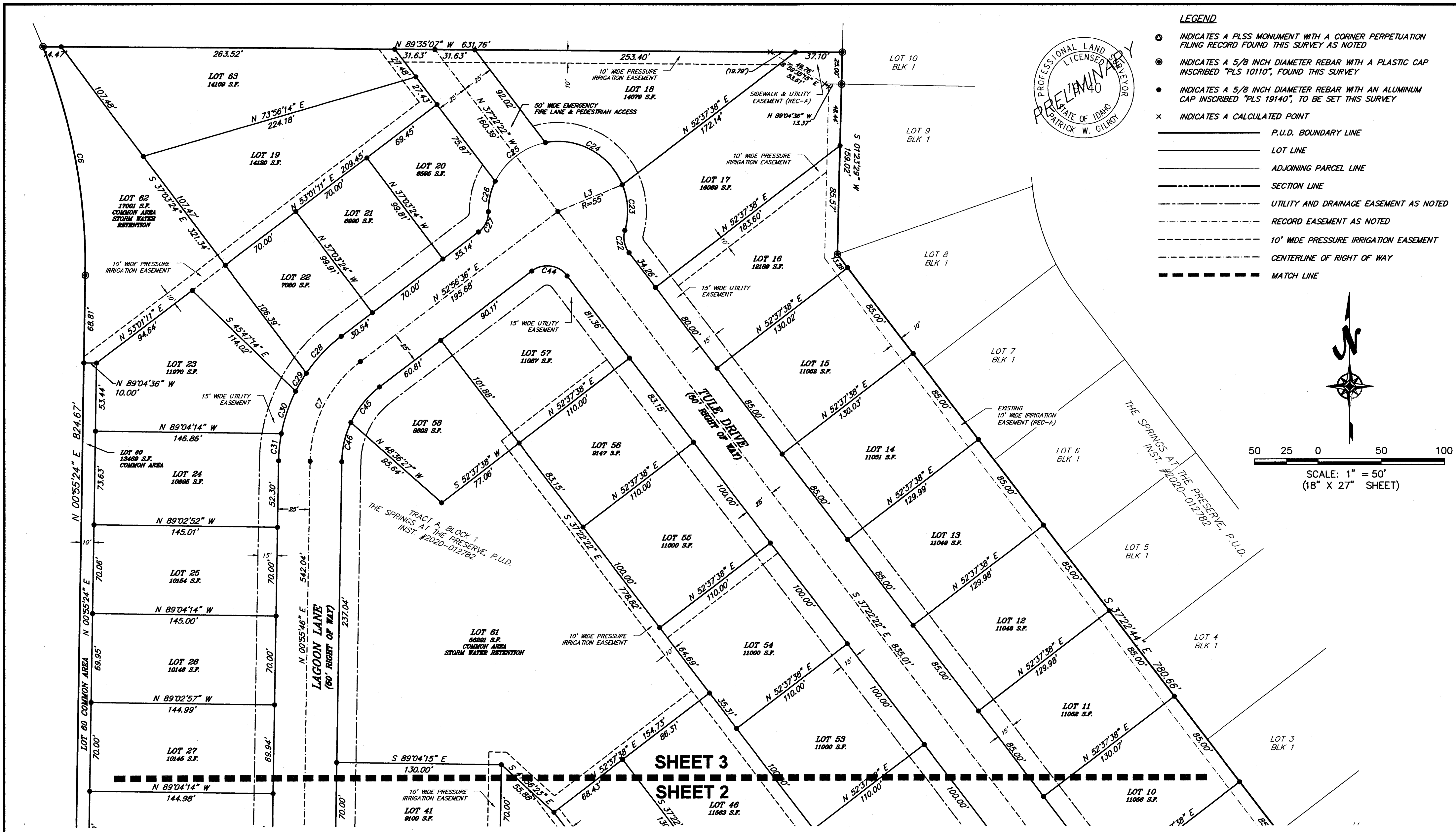
FINAL PLAT
MARY ALICE LAKE AT THE PRESERVE
PLANNED UNIT DEVELOPMENT
Being a Portion of Gov't Lots 3 & 4
and the Northwest Quarter of Section 2
T. 10 S., R. 17 E., BOISE MERIDIAN,
TWIN FALLS, TWIN FALLS COUNTY, IDAHO
SHEET 1 OF 4



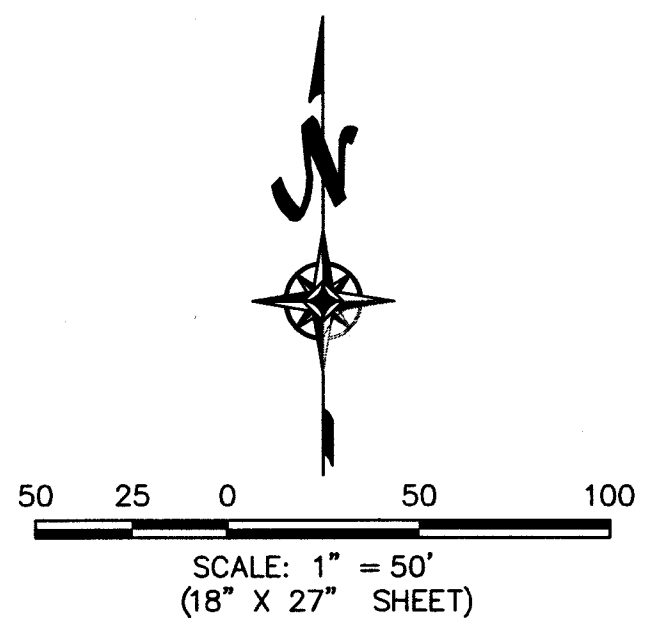
HARMONY
DESIGN & ENGINEERING
18 N MAIN STE 305 • DRIGGS ID 83422
208.354.1331 • www.harmonydesigninc.com







- LEGEND**
- ⊙ INDICATES A PLSS MONUMENT WITH A CORNER PERPETUATION FILING RECORD FOUND THIS SURVEY AS NOTED
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— RECORD EASEMENT AS NOTED
— 10' WIDE PRESSURE IRRIGATION EASEMENT
— CENTERLINE OF RIGHT OF WAY
— MATCH LINE



LINE TABLE

LINE BEARING	DISTANCE
L1 IN 41°52'28" W	117.77'
L2 IN 61°38'09" W	25.00'
L3 S 67°39'54" W	25.00'
L4 IN 00°00'46" E	13.40'
L5 IN 85°33'17" E	55.00'
L6 S 52°10'58" W	58.00'
L7 S 77°10'52" E	42.99'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	458.00'	49.43'	49.40'	S 25°08'00" E	18°11'00"
C2	225.00'	124.08'	124.83'	S 36°28'18" W	57°03'37"
C3	261.00'	80.25'	79.43'	S 51°15'44" W	86°40'26"
C4	532.00'	34.18'	34.18'	N 87°14'09" W	3°40'56"
C5	20.00'	31.42'	28.28'	N 44°04'37" W	90°00'01"
C6	458.00'	183.57'	182.38'	N 10°33'33" W	22°57'54"
C7	100.00'	180.79'	87.70'	S 28°56'11" W	52°00'50"
C8	100.00'	66.30'	65.09'	N 71°56'11" E	37°59'09"
C9	500.00'	113.75'	113.51'	N 82°33'54" W	13°02'06"
C10	454.00'	103.92'	103.08'	N 82°33'54" W	13°01'57"
C11	20.00'	31.42'	28.28'	S 45°55'24" W	88°59'59"
C12	20.00'	31.42'	28.28'	S 45°55'46" W	88°59'59"
C13	125.00'	41.44'	41.25'	S 81°25'58" W	18°59'34"
C14	125.00'	41.44'	41.25'	N 82°26'24" E	18°59'34"
C15	20.00'	14.69'	14.69'	N 73°53'44" E	41°54'14"
C16	55.00'	18.87'	18.78'	S 85°01'03" W	19°39'36"
C17	55.00'	30.57'	30.18'	S 59°15'52" W	31°50'44"
C18	55.00'	45.87'	44.55'	S 19°28'18" W	57°03'37"
C19	20.00'	18.87'	18.87'	N 51°04'40" W	83°15'55"
C20	20.00'	10.58'	10.44'	N 82°57'06" W	29°31'04"
C21	20.00'	11.03'	10.89'	S 52°45'58" E	30°49'13"
C22	20.00'	18.55'	17.89'	N 10°49'24" W	53°07'48"
C23	55.00'	36.57'	36.09'	N 03°17'58" W	38°06'03"
C24	55.00'	74.87'	69.22'	N 61°20'29" W	77°59'37"
C25	57.58'	51.72'	50.00'	N 52°37'38" E	51°29'06"
C26	55.00'	24.75'	24.54'	N 12°42'08" E	26°46'42"
C27	17.00'	17.83'	17.83'	S 0°00'00" E	0°00'00"
C28	125.00'	40.12'	39.97'	S 43°44'33" W	18°24'08"

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C29	125.00'	16.59'	16.58'	S 30°44'20" W	7°36'18"
C30	125.00'	16.59'	16.58'	N 16°51'58" E	18°03'10"
C31	125.00'	21.50'	21.47'	S 05°51'24" W	9°51'16"
C32	20.00'	4.16'	4.16'	S 06°53'39" W	11°55'46"
C33	20.00'	16.93'	16.43'	S 37°06'51" W	45°30'38"
C34	55.00'	168.94'	62.88'	N 28°30'10" E	69°44'08"
C35	55.00'	31.08'	30.56'	N 28°34'55" W	34°28'07"
C36	55.00'	43.08'	41.98'	S 65°11'07" E	44°52'25"
C37	55.00'	43.91'	42.75'	S 69°27'19" W	45°44'28"
C38	20.00'	17.42'	15.10'	N 64°05'57" E	44°20'23"
C39	20.00'	31.42'	28.28'	N 44°04'14" W	90°00'01"
C40	20.00'	31.42'	28.28'	S 44°04'14" E	90°00'01"
C41	75.00'	18.02'	18.07'	S 83°39'48" W	14°31'54"
C42	75.00'	18.02'	18.07'	S 64°40'17" W	23°27'14"
C43	20.00'	31.42'	28.28'	N 07°47'07" E	90°16'58"
C44	20.00'	31.42'	28.28'	S 82°12'53" E	89°41'02"
C45	75.00'	36.23'	35.88'	S 39°06'18" W	27°40'40"
C46	75.00'	31.84'	31.62'	N 13°05'51" E	18°03'10"
C47	20.00'	11.42'	11.42'	N 44°04'14" W	90°00'01"
C48	20.00'	31.42'	28.28'	N 45°58'46" E	88°59'59"
C49	26.00'	35.45'	32.76'	S 38°07'33" E	78°06'38"
C50	18.00'	14.02'	13.57'	S 72°46'22" W	50°11'59"
C51	18.00'	14.44'	13.95'	N 28°46'02" E	57°11'59"
C52	547.00'	35.15'	35.14'	N 87°14'10" W	3°40'55"
C53	5.00'	2.92'	2.88'	S 77°53'42" W	33°27'14"
C54	5.00'	4.85'	4.49'	N 34°29'58" E	53°20'18"
C55	17.00'	11.29'	11.29'	S 14°01'43" W	13°14'08"
C56	240.00'	141.14'	139.12'	N 47°23'04" E	13°41'43"

FINAL PLAT
MARY ALICE LAKE AT THE PRESERVE
PLANNED UNIT DEVELOPMENT
Being a Portion of Gov't Lots 3 & 4
and the Northwest Quarter of Section 2
T. 10 S., R. 17 E., BOISE MERIDIAN,
TWIN FALLS, TWIN FALLS COUNTY, IDAHO
SHEET 3 OF 4

CERTIFICATE OF OWNERS

STATE OF IDAHO)
COUNTY OF TWIN FALLS)

The undersigned owners and proprietors hereby certify that the foregoing subdivision of that Parcel Number 5 conveyed by that deed recorded as instrument number 2021008729 in the Office of the Clerk and Recorder of Twin Falls County, Idaho, as illustrated and described hereon is with the free consent and in accordance with our desires;

THAT the name of the subdivision shall be the MARY ALICE LAKE AT THE PRESERVE, A PLANNED UNIT DEVELOPMENT; THAT this planned unit development is subject to the Declaration of Covenants, Conditions and Restrictions as recorded in accordance with the plat;

THAT this planned unit development is subject to any other easements, restrictions, reservations, rights-of-ways, and conditions of sight and/or record including, but not limited to those shown hereon;

THAT access to this planned unit development shall be from the existing Eastland Drive North and Cheney Drive East; THAT Mary Alice Lake Road, Lagoon Drive, Tule Drive and Cattail Drive within this planned unit development are hereby dedicated to the City of Twin Falls for use as public streets and utility easements;

THAT pursuant to Idaho Code 50-1334, the Lots shown hereon will be eligible to receive water service from the City of Twin Falls municipal water;

THAT pursuant to Idaho Code 31-3805, that the irrigation water rights appurtenant and the assessment obligation of the lands in the plat have not been transferred fro said lands and that a satisfactory irrigation water delivery system is provided for and has been approved by the Twin Falls City Council. Lots within the planned unit development will be entitled to water rights and will be obligated for assessments from the Twin falls Canal Company;

THAT Lots 59, 60, 61 and 62, are designated as Common Area. Lots 59 and 60 as shown hereon shall be used primarily as maintenance and utility easements. Lots 61 and 62 shall be used primarily as storm-water retention areas;

THAT said Common Area is dedicated to the Home Owners Association as defined in the Declaration of Covenants, Conditions and Restrictions as recorded in accordance with the plat;

THAT this Plat represents a planned unit development of the following described parcel of land:

A tract of land being Tract A, Block 1 of The Springs At The Preserve, a Planned Unit Development, recorded as instrument number 2020-012782 in the Office of the Clerk and Recorder of Twin Falls County, Idaho and lying within a portion of Government Lots 3 & 4 and the Northwest Quarter of Section 2, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, said tract being more particularly described by metes and bounds as follows:

COMMENCING at the Northwest Corner of said Section 2, being as described on that Corner Record recorded as instrument number 2018-011861 in said office;

THENCE S 00°55'24" W, 180.43 feet, along the west line of said Section to point marked by plastic cap inscribed "LS 10110";

THENCE with a non-tangent curve turning to the left with an arc length of 49.43 feet, with a radius of 458.00 feet, with a chord bearing of S 25°08'00" E, with a chord length of 49.40 feet, to the POINT OF BEGINNING, said point marked by plastic cap inscribed ±S 10110±

THENCE S 89°35'07" E, 631.76 feet, to a point marked by plastic cap inscribed ±S 10110±

THENCE S 01°23'29" W, 159.02 feet, to a point marked by plastic cap inscribed ±S 10110±

THENCE S 37°22'44" E, 780.66 feet, to a point marked by plastic cap inscribed ±S 10110±

THENCE with a curve turning to the left with an arc length of 224.08 feet, with a radius of 225.00 feet, with a chord bearing of S 36°29'16" W, with a chord length of 214.93 feet, to a point marked by plastic cap inscribed ±S 10110±

THENCE S 07°57'27" W, 72.63 feet, to a point marked by plastic cap inscribed ±S 10110±

THENCE with a curve turning to the right with an arc length of 30.25 feet, with a radius of 20.00 feet, with a chord bearing of S 51°15'44" W, with a chord length of 27.45 feet, to a point marked by plastic cap inscribed ±S 10110±

THENCE with a reverse curve turning to the left with an arc length of 34.19 feet, with a radius of 532.00 feet, with a chord bearing of N 87°14'09" W, with a chord length of 34.18 feet, to a point marked by plastic cap inscribed ±S 10110±

THENCE N 89°04'37" W, 732.80 feet, to a point marked by plastic cap inscribed ±S 10110±

THENCE N 44°04'37" W, 8.49 feet, to a point marked by plastic cap inscribed ±S 10110±

THENCE N 89°04'37" W, 130.00 feet, to a point marked by plastic cap inscribed ±S 10110±

THENCE with a curve turning to the right with an arc length of 31.42 feet, with a radius of 20.00 feet, with a chord bearing of N 44°04'37" W, with a chord length of 28.28 feet, to a point marked by plastic cap inscribed ±S 10110±

THENCE N 00°55'24" E, 824.67 feet, to a point marked by plastic cap inscribed ±S 10110±

THENCE with a curve turning to the left with an arc length of 183.57 feet, with a radius of 458.00 feet, with a chord bearing of N 10°33'33" W, with a chord length of 182.35 feet, to the POINT OF BEGINNING;

Said Tract A encompasses 19.83 acres, more or less.

TOGETHER WITH AND SUBJECT to those easements of record as shown on The Springs At The Preserve, a Planned Unit Development, recorded as instrument number 2020-012782 in the Office of the Clerk and Recorder of Twin Falls County, Idaho.

Mark Kelly, Managing Member OWNER
PRESERVE PUD, LLC

DATE

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 2022.
Witness my hand and official seal.

Signature of Notary

Name (printed)

Residing at:
My commission expires:



HARMONY
DESIGN & ENGINEERING

18 N MAIN STE 305 • DRIGGS ID 83422
208.354.1331 • www.harmonydesigninc.com

PROJ. #: 21057_MARY ALICE_FP; 1/27/2022

HEALTH DEPARTMENT CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED BASED ON THE STATE OF IDAHO, DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. BUYER IS CAUTIONED AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH THE APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

DISTRICT HEALTH DEPARTMENT, EHS DATE

COUNTY TREASURER CERTIFICATE

I, _____, COUNTY TREASURER IN AND FOR THE COUNTY OF TWIN FALLS, IDAHO PER THE REQUIREMENTS OF IDAHO CODE 50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY DAYS ONLY.

COUNTY TREASURER DATE

APPROVAL OF CITY COUNCIL

THIS PLAT WAS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF TWIN FALLS, IDAHO AT THEIR MEETING ON THIS _____ DAY OF _____, 2022.

MAYOR

CITY CLERK, DEPUTY

APPROVAL OF CITY ENGINEER

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

CITY ENGINEER

ATTEST

COUNTY SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR TWIN FALLS COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATED TO PLATS AND SURVEYS.

COUNTY SURVEYOR DATE

ACKNOWLEDGEMENT

ON THIS _____ DAY OF _____, 2022, AT _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED _____, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME.

SIGNATURE OF NOTARY

RESIDING AT:
MY COMMISSION EXPIRES:

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO. _____

STATE OF IDAHO)

SS)
COUNTY OF TWIN FALLS)

ON THIS _____ DAY OF _____, 2022, AT _____, THE FOREGOING PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF TWIN FALLS COUNTY, IDAHO AND DULY RECORDED IN PLAT BOOK _____, ON PAGE _____

DEPUTY

EX-OFFICIO RECORDER

OWNER:
PRESERVE PUD, LLC
313 N MAIN ST
HAILEY, IDAHO

ENGINEER & SURVEYOR:
HARMONY DESIGN & ENGINEERING
18 N. MAIN, STE 305
DRIGGS, ID 83455

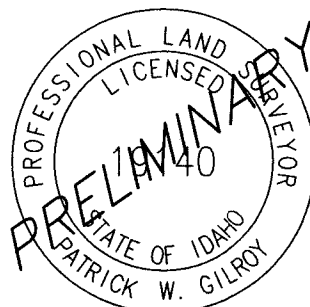
SURVEYOR'S CERTIFICATE

I, PATRICK W. GILROY, HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION DURING THE MONTHS OF APRIL 2021 THROUGH -----, 2022, AND FROM RECORDS ON FILE WITH THE OFFICE OF THE CLERK AND RECORDER, TWIN FALLS COUNTY, IDAHO, AND THAT THIS PLAT REPRESENTS MARY ALICE LAKE AT THE PRESERVE, A PLANNED UNIT DEVELOPMENT OF THE PARCEL OF LAND DESCRIBED HEREON, AND THAT THIS PLAT CORRECTLY REPRESENTS THE POINTS AND CORNERS FOUND AT THE TIME OF SAID SURVEY;

PATRICK W. GILROY
IDAHO PROFESSIONAL LAND SURVEYOR, LICENSE NUMBER 19140
DATED THIS _____ DAY OF _____, 2022

MONUMENT CERTIFICATE

THE INTERIOR MONUMENTS OF THIS PLAT SHOWN AS "TO BE SET" WILL BE SET IN ACCORDANCE WITH SECTION 50-1333 IDAHO CODE, ON OR BEFORE 1 YEAR AFTER THE RECORDATION OF THE FINAL PLAT OR AS DETERMINED BY THE CITY OF TWIN FALLS.



RECORDER'S CERTIFICATE

FINAL PLAT
MARY ALICE LAKE AT THE PRESERVE
PLANNED UNIT DEVELOPMENT
Being a Portion of Gov't Lots 3 & 4
and the Northwest Quarter of Section 2
T. 10 S., R. 17 E., BOISE MERIDIAN,
TWIN FALLS, TWIN FALLS COUNTY, IDAHO
SHEET 4 OF 4



Date: Monday, September 26, 2022
To: Honorable Mayor and City Council
From: Lou Coronado, Sergeant, Twin Falls Police Department

ACTION ITEM

Request:

Request to approve the BluPrint Homes Loans Grand Opening

Time Estimate:

Staff recommends this item be placed on the consent calendar.

Background:

Lacey Lancaster has submitted a special events application requesting to hold the BluPrint Home Loans Grand Opening on October 21, 2022. This event will be held in the Twin Falls Downtown Commons located across from City Hall. The event is scheduled to take place from 6:00 p.m. until 10:00 p.m.

The grand opening and ribbon cutting for the BluPrint Home Loans will feature live music. The event organizer will rope off the pavilion to deter the public who have not RSVP'd to the event thus far, keeping the event private.

There will be multiple food vendors on location with food and non-alcoholic beverages for sale. The event organizer will also be providing alcoholic beverages at this event. The event organizer is anticipating 150-200 people in attendance for the event. Since this is a private event and not open to the public, Twin Falls police Department is not requiring security for this event. The event organizer is requesting road closures for this event. They are requesting Main Avenue East to be closed between Shoshone Street East and Hansen Street East.

The event sponsors will be required to provide cleanup in all areas affected by the event, to include outlying areas surrounding the event location. The public restrooms will be available and additional trash receptacles will be provided in different locations throughout the event area.

Approval Process:

Consent of the City Council.

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Relevant City staff members have approved the Special Events Application request. The Twin Falls Police Department Staff recommends that the on-duty patrol supervisor be given the authority to order the event organizers to mitigate the sound of amplified music. If there are continued noise complaints or disturbances by those participating in the event, and non-compliance, the on-duty patrol supervisor shall have authority to terminate the event.

Based on this request, and the information provided, the staff recommends that this event be approved.

Attachments:

1. Commons Blueprint
2. TCP Blueprint



LACEY LANCASTER MAIN ST. CLOSURE



Legend

- North Indicator
- Safety Zone
- Sign Stand
- TY III BARRICADE (left)
- TY III BARRICADE (right)
- Existing Work Zone

**Author:** Chad Robinson **CERT:**799441

Comments:**NOT TO SCALE**
*All equipment shall be MUTCD compliant
*All traffic control shall be managed by a ATSSA certified supervisor
*All work will be performed during daylight hours
*A minimum of 12' lane widths shall be maintained

Chad Robinson

SPEED LIMIT	TAPER LENGTH (L) FEET	ROAD TYPE	DISTANCE BETWEEN SIGNS		
			A	B	C
40 MPH OR LESS	L=WS ² /60	URBAN (LOW SPEED) <35	100 FT	100 FT	100 FT
45 MPH OR MORE	L=WS	URBAN (HIGH SPEED) >35	350 FT	350 FT	350 FT
		RURAL	500 FT	500 FT	500 FT
		EXPRESSWAY/FREEWAY	1000 FT	1500 FT	2640 FT

L=taper length in feet
W=width of offset in feet
S=speed limit, or in off peak 85th percentile speed prior to work starting, or the anticipated operating speed in mph



Date: Monday September 26, 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 **Douglas J. McFall**.

Background:

The airport has been working with **Douglas McFall** to develop the attached termination of ground lease agreement due to his desire to sell his hangar and terminate the ground lease with the airport. The hangar will be sold to **Michael Verzwylt** 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 **Douglas J. McFall** and authorize the Mayor to sign the agreement.

Attachments: Airport Ground Termination Agreement

TERMINATION OF AIRPORT LEASE AGREEMENT

THIS AGREEMENT is made effective the 19th day of August 2022, by and between the **CITY OF TWIN FALLS, IDAHO**, and **COUNTY OF TWIN FALLS, IDAHO**, hereinafter referred to as "Lessor," and **DOUGLAS J. MCFALL**, hereinafter referred to as "Lessee."

WHEREAS, the parties hereto entered into an Airport Lease Agreement ("Lease") effective May 1, 2008 for the Premises described as Block 4, Lot 7 consisting of 2,666 square feet at Joslin Field – Magic Valley Regional Airport; and,

WHEREAS, Lessee has requested that the lease agreement be terminated, and a new lease issued to Michael Verzwylt for the Premises effective August 16, 2022.

NOW THEREFORE, the parties agree as follows:

1. The Airport Lease Agreement effective May 1, 2008 and any amendments thereto, is terminated effective August 16, 2022.
2. In consideration for the issuance of a new lease to Michael Verzwylt for the Premises effective August 16, 2022, Lessee warrants and affirms that Lessee is in compliance with all terms of the existing lease.

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

Lessor:

City of Twin Falls, Idaho

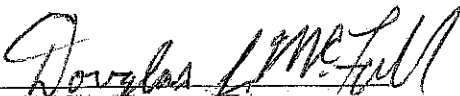
Mayor, City Council

Date: _____

Commissioner, County Commissioners

Date: _____

Lessee:



Douglas J. McFall

Date: 9/9/2022



Date: Monday, September 26, 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 Michael Verzwylt

Background:

The airport has been working with the applicant, Michael Verzwylt, to assume a new ground lease associated with the purchase of a hangar from Douglas J. McFall. This agenda item is accompanied by the associated ground lease termination agreement with Douglas J. McFall.

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 Michael Verzwylt, 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 August 16, 2022, by and between the **CITY OF TWIN FALLS, IDAHO**, and **COUNTY OF TWIN FALLS, IDAHO**, hereinafter referred to as “Lessor,” and **MICHAEL VERZWYVELT**, 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”:

840 Airport Loop, or

Block 4, Lot 7 consisting of 2,666 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 August 16, 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 \$418.36.

(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.

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: Michael Verzwylt
1204 Sunnybrook Ave
Twin Falls, Idaho 83301

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

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.

LESSOR:

**CITY OF TWIN FALLS, IDAHO,
a Municipal Corporation,**

COUNTY OF TWIN FALLS

RUTH PIERCE, MAYOR

JACK JOHNSON, CHAIRMAN

LESSEE:



MICHAEL VERZWYVELT



JOSLIN FIELD
MAGIC VALLEY REGIONAL AIRPORT

LOTS/BLOCKS

Available
Leased



Date: Monday September 26, 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 **J. Scott Lyman**.

Background:

The airport has been working with **Scott Lyman** to develop the attached termination of ground lease agreement due to his desire to sell his hangar and terminate the ground lease with the airport. The hangar will be sold to **Douglas McFall** 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 **J. Scott Lyman** and authorize the Mayor to sign the agreement.

Attachments: Airport Ground Termination Agreement

TERMINATION OF AIRPORT LEASE AGREEMENT

THIS AGREEMENT is made effective the 19th day of August 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."

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 9 consisting of 3,115 square feet at Joslin Field – Magic Valley Regional Airport; and,

WHEREAS, Lessee has requested that the lease agreement be terminated, and a new lease issued to Douglas J. McFall for the Premises effective August 19, 2022.

NOW THEREFORE, the parties agree as follows:

1. The Airport Lease Agreement effective October 1, 2005 and any amendments thereto, is terminated effective August 19, 2022.
2. In consideration for the issuance of a new lease to Douglas J. McFall for the Premises effective August 19, 2022, Lessee warrants and affirms that Lessee is in compliance with all terms of the existing lease.

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

Lessor:
City of Twin Falls, Idaho

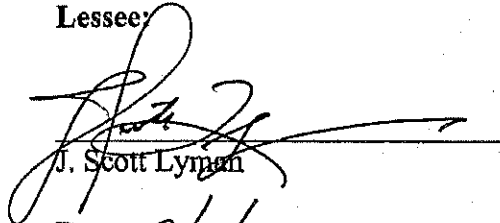
Mayor, City Council

Date: _____

Commissioner, County Commissioners

Date: _____

Lessee:



J. Scott Lyman

Date: 9/2/2022



Date: Monday, September 26, 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 **Douglas J. McFall**.

Background:

The airport has been working with the applicant, **Douglas J. McFall**, to assume a new ground lease associated with the purchase of a hangar from **Scott Lyman**. This agenda item is accompanied by the associated ground lease termination agreement with **Scott Lyman**.

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 **Douglas J. McFall**, 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 August 19, 2022, by and between the **CITY OF TWIN FALLS, IDAHO**, and **COUNTY OF TWIN FALLS, IDAHO**, hereinafter referred to as "Lessor," and **DOUGLAS J. MCFALL**, 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":

878 Airport Loop, or

Block 4, Lot 9 consisting of 3,115 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 August 19, 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 \$489.06.

(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.

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: Douglas J. McFall
4333 N. 2575 E.
Filer, Idaho 83328

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.

LESSOR:

**CITY OF TWIN FALLS, IDAHO,
a Municipal Corporation,**

COUNTY OF TWIN FALLS,

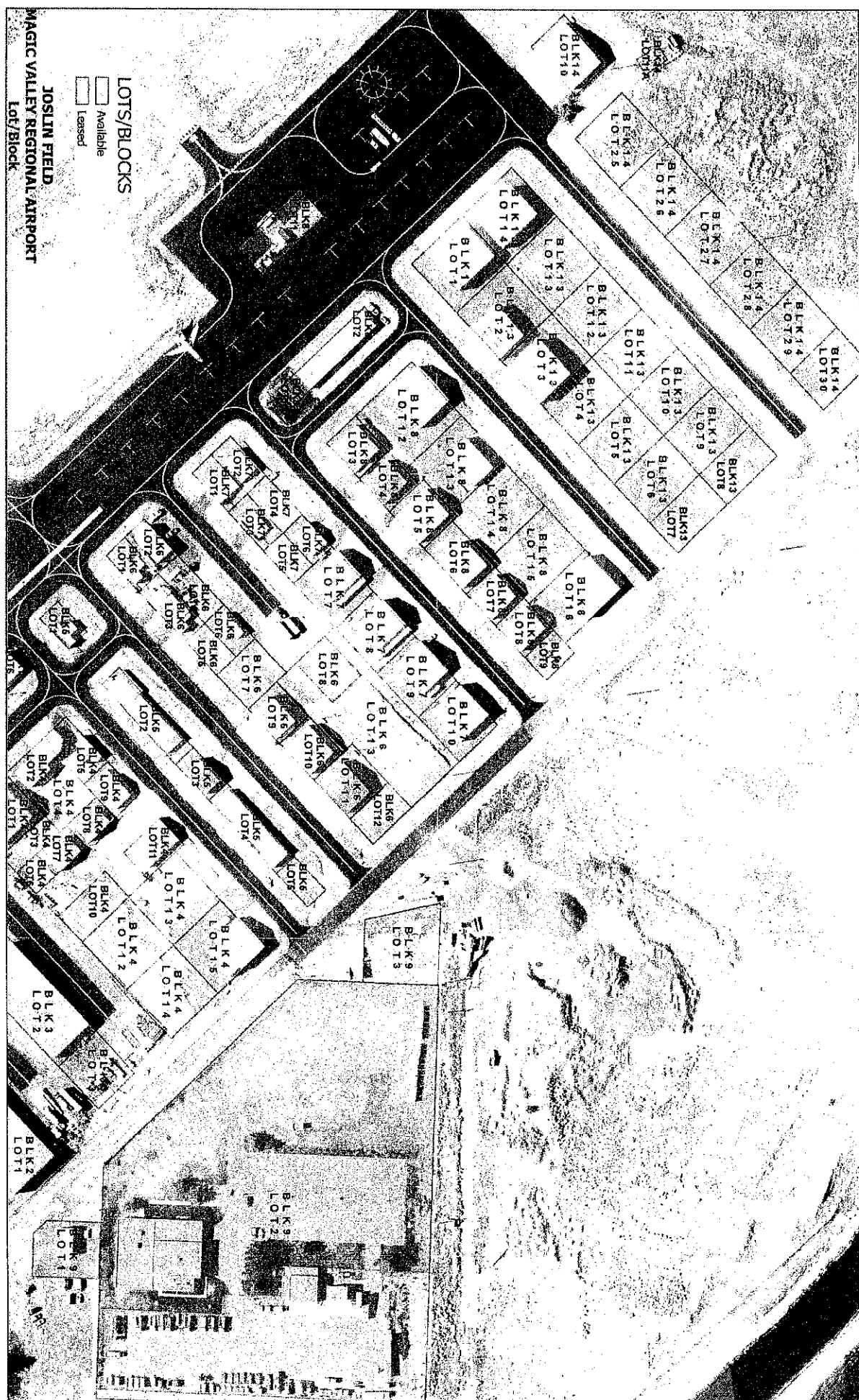
RUTH PIERCE, MAYOR

COUNTY COMMISSIONER

LESSEE:



DOUGLAS J. MCFALL





Date: Monday, September 26, 2022
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Consent Calendar

Request: Request to approve an airport ground lease amendment with the Bureau of Land Management (BLM), extending the term thru September 30, 2041 and modifying the rental rate to an annual 3% increase.

Background: The City of Twin Falls entered into a 20-year airport ground lease with the BLM effective April 1, 2002 thru September 30, 2022. In order to develop a new long-term lease, the BLM property contracting officer and the airport are requesting the City Council approve a lease amendment which will extend the term through September 30, 2041.

In addition, the new lease amendment will allow for the rental rate to be adjusted to a 3% annual increase, replacing the 5-year adjustments. This approach is similar to other BLM air bases.

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

Budget Impact: This amended agreement will allow for the airport and the BLM to maintain the air base operation for the next 20-years and maintain a consistent rental structure.

Regulatory Impact: The City Attorney, Shayne Nope has reviewed the lease document and has no objection to its approval and execution.

Conclusion: Staff recommends the City Council approve the BLM ground lease amendment, and authorize the Mayor to sign the document.

Attachments: Copy of the BLM airport ground lease amendment.

DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT LEASE AMENDMENT	LEASE AMENDMENT No. 16
	TO LEASE NO. L19PL00008
ADDRESS OF PREMISES: Joslin Field Magic Valley Regional Airport 492 Airport Loop Twin Falls, ID 83303	Consisting of 2 Pages

THIS AMENDMENT is made and entered into between **City of Twin Falls**, whose address is **203 Main Ave E, Twin Falls, Idaho 83301-6230** hereinafter called the **LESSOR** and the **UNITED STATES OF AMERICA**, hereinafter called **GOVERNMENT**, hereinafter jointly referred to as the "Parties":

WHEREAS the Parties hereto desire to amend the above Lease to provide for a short-term Lease extension.

NOW THEREFORE, these Parties for the consideration hereinafter mentioned, covenant and agree that the said Lease is amended, effective **October 1, 2022**, as follows:

Lease Amendment No. 16 is issued to reflect the following revision(s):

- A. To extend the lease for a period beginning April 1, 2022, through September 30, 2041.
- B. Amend the annual rental rate.

Therefore, effective October 1, 2022, Paragraph 3. TERM and Paragraph 4. RENTAL are hereby deleted in their entirety and replaced as follows:

"3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **April 1, 2002**, through **September 30, 2041**, subject to termination and renewal rights as may be hereinafter set forth.

Continued on Page 2

All other terms and conditions of the lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____

Name: _____

Title: _____

City of Twin Falls

Date: _____

FOR THE GOVERNMENT:

Barbra A. Burns-Fink

Lease Contracting Officer

Bureau of Land Management

Date: *See digital stamp contained above in the digital signature*

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

4. RENTAL

- A. Effective **October 1, 2022**, GOVERNMENT shall pay LESSOR, in advance, rent as identified in the chart below to include a fixed 3% annual increase.

Year		Annual Rental Rate	Year		Annual Rental Rate
1	10/1/2022	\$ 38,542	11	10/1/2032	\$ 51,797
2	10/1/2023	\$ 39,698	12	10/1/2033	\$ 53,351
3	10/1/2024	\$ 40,889	13	10/1/2034	\$ 54,952
4	10/1/2025	\$ 42,116	14	10/1/2035	\$ 56,600
5	10/1/2026	\$ 43,379	15	10/1/2036	\$ 58,298
6	10/1/2027	\$ 44,681	16	10/1/2037	\$ 60,047
7	10/1/2028	\$ 46,021	17	10/1/2038	\$ 61,848
8	10/1/2029	\$ 47,402	18	10/1/2039	\$ 63,704
9	10/1/2030	\$ 48,824	19	10/1/2040	\$ 65,615
10	10/1/2031	\$ 50,288	20	10/1/2041	\$ 67,583

- B. Rental payments shall be made annually. Rent for a period of less than one year shall be prorated. Rental payments shall be made payable through the System for Award Management (SAM.gov) payment system.”

LESSOR _____ GOV _____



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:

Annexation Application

Mark Ellis

c/o TD&H Engineering

Applicant(s)

)
) FINDINGS OF FACT,
)
) CONCLUSIONS OF LAW,
)
)
) AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on Monday, September 19, 2022, for public hearing pursuant to public notice as required by law for Annexation with a zoning designation of R-2, currently zoned R-2, for 1.12 (+/-) acres located at 1288 Eastland Drive North and the City Council having heard testimony from interested parties being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for Annexation with a zoning designation of R-2, currently zoned R-2, for 1.12 (+/-) acres located at 1288 Eastland Drive North.
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following date: Monday, August 29, 2022.
3. The property in question is zoned R-2 pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Town Neighborhood in the duly adopted Comprehensive Plan of the City of Twin Falls.
4. The existing neighboring land uses in the immediate area of this property are: to the north, R-1 Variable/Residential; to the south, R-2/Residential; to the east, R-2/Residential; to the west, R-2/Residential.

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

CONCLUSIONS OF LAW

1. The application for Annexation with a zoning designation of R-2, currently zoned R-2, for 1.12 (+/-) acres located at 1288 Eastland Drive North is consistent with the purpose of the R-2 Zone and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed annexation is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-4-4, 10-15 of the Twin Falls City Code.

3. The proposed use is proper use in the R-2 Zone and incorporated by reference as though fully set forth herein.

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

5. The application for Annexation with a zoning designation of R-2, currently zoned R-2, for 1.12 (+/-) acres located at 1288 Eastland Drive North should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls, and incorporated by reference as though fully set forth herein.

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

DECISION

1. The application for Annexation with a zoning designation of R-2, currently zoned R-2, for 1.12 (+/-) acres located at 1288 Eastland Drive North, is hereby granted as presented.

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

MAYOR - TWIN FALLS CITY COUNCIL

DATE

APPLICATION # PZ22-0109



Date: Monday, September 26, 2022
To: Honorable Mayor and City Council
From: Lou Coronado , Sergeant, Twin Falls Police Department

ACTION ITEM

Request:

Request to approve the Southern Idaho Freedom Festival

Time Estimate:

Due to the location, time and nature of this event, staff is requesting it be placed on the Consent Calendar.

Background:

Shane Klass has submitted a special event application to hold the Southern Idaho Freedom Festival in the City Park on October 23, 2022. This event will take place in the bandshell at City Park and will run from 2:00 p.m. until 6:00 p.m.

The Southern Idaho Freedom Festival will allow political candidates and other special speakers to address the public. The candidates and organizations will have booths set up to greet the public and to handout literature.

There will be live amplified music as the Heath Clark Band will be playing at this event. The organizers will be responsible for the clean-up of any areas affected by the event. There will not be alcohol served at this event.

Approval Process:

Consent by the City Council

Budget Impact:

There is no budget impact to the City of Twin Falls since alcohol will not be served and law enforcement will not be required to provide security at this event.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Relevant City Staff members have approved this Special Event Application. Staff recommends that the Council approve the Southern Idaho Freedom Festival application. Twin Falls Police Department Staff

requests approval for the on-duty Patrol Supervisor to have the authority to close the event based on non-compliance of noise complaints from the music or disturbances if they should arise.

Attachments:

None



Date: Monday, September 26, 2022
To: Honorable Mayor and City Council
From: Lou Coronado, Sergeant, Twin Falls Police Department

ACTION ITEM

Request:

Consideration to approve the 3A State Soccer Tournament

Time Estimate:

Staff is requesting this item be placed on the consent calendar.

Background:

The 3A State Soccer Tournament is scheduled to be held from October 19, 2022, thru October 22, 2022, at the Sunway Soccer Complex. This tournament will host 16 teams competing for the 3A State Title.

The event will be head-quartered at the Sunway Soccer Complex. The event organizer would like to change/alter the traffic pattern on North College Road West in front of the soccer complex. They would like to temporarily make North College Road West a one-way traveling east. This would allow the event organizers to collect fees from vehicles entering the complex and possibly reduce traffic congestion.

Attendees will be encouraged to carpool to the event as parking at the soccer complex may be limited.

There will be no alcohol or fireworks allowed at this event.

The organizer recognizes that this event is approved contingent upon current COVID 19 regulations and recommendations. The City of Twin Falls reserves the right to cancel or postpone this event for the safety of participants and the citizens of Twin Falls. If this event is approved, the organizer will take all required precautions to safeguard those attending the event and may be required to implement additional safety measures as deemed necessary by Twin Falls City staff.

Approval Process:

Consent of the Council

Budget Impact:

One Twin Falls Police Officer will work this event with the organizers paying for that expense. Therefore, there will be no budget impact the city.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the City Council approve the Special Event Application submitted for the soccer tournament based on the information provided.

Attachments:

None



Date: Monday, September 26, 2022
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

Request:

Discussion and possible action on creating a Memorial Wall in the Downtown Commons and committing up to \$80,000 in capital reserves and/or contingency funds to assist with the completion of the project.

Time Estimate:

This item is scheduled to take 10 minutes, plus time for questions and answers.

Background:

In 2020, the City Manager was approached by Scott Martin about the creation of a Memorial in the City of Twin Falls. The wall will serve as a memorial for the men and women of Twin Falls County that lost their lives while in service to country and community, specifically military service members, law enforcement officers and firefighters.

At the November 9, 2020, council meeting, the members of the City Council heard the proposal by City staff and Mr. Martin. At that time, the Council approved the use of the Downtown Commons wall and committed up to \$45,000 of capital reserves and/or contingency funds to assist with the project.

Over the course of the past 18-plus months, Scott Martin, Tony Prater, Wendy Davis, Travis Rothweiler and others worked with representatives from Pivot North Architects on a series of design concepts. The proposal will be presented to the City Council for review, approval and funding.

Lorrie Bauer spent time researching the individuals to be included. With the help of Josh Palmer, the City placed the names on its website and asked the members of the community to review and add the names they may have inadvertently missed.

After exploring a few possibilities, the idea of using the existing wall that is attached to the stage in the Downtown Commons was selected. Attached are some possible renderings that were developed by Pivot North Architects that illustrate how the current wall could be transformed. The project proposal is both simple and impactful. It also allows for the complete and continued functionality of the Downtown Commons stage. Illustrations have been included and will be presented during the meeting.

We believe the cost of the project has increased since the City Manager first approached the City Council. We requested quotes to understand possible costs. Based on what we learned, we believe the project will exceed \$50,000. The City will use the informal bid process outlined in the Idaho Code.

Approval Process:

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

Budget Impact:

Approval of this request requires the use of cash reserves and/or contingency funds to fund the project. The City has the reserves to cover the cost of this project.

Regulatory Impact:

There is no regulatory impact associated with this item.

Attachments:

The renderings and the illustrations are attached and will be presented.

JAMES L DOUGLAS BRIDGES

01.01.1800 ARMY













Date: Monday, September 26, 2022
To: Honorable Mayor and City Council
From: Gretchen Scott, Deputy City Manager

ACTION ITEM

Request:

Request approval of the Collective Bargaining Agreement between the City and Twin Falls Firefighters Local 1556.

Time Estimate:

20 minutes to review changes and respond to any questions.

Background:

The two negotiating teams began meeting in June with conversations on a wide variety of important topics. Over the course of the past three months, we have had productive and informative discussions on health insurance, post-retirement health savings accounts, disciplinary and grievance processes, housing challenges, and wages. Not all discussions resulted in changes to the agreement, but the spirit of cooperation and the exchange of ideas is critical to the strength of our working relationship.

Below is an overview of the changes that have been accepted by the negotiating parties and are presented for Council consideration.

- The agreement is for a two (2) year period and contains an opening clause for any mutually agreed upon issues.
- Section 7 (addition) - Compensation for mutually beneficial association business.
- Section 16 (addition) - Medical expense retirement plan.
- Section 24 (update) - Reference to the MOU for Manning of Companies and Shift Assignment.
- Section 31 (update) - Expand the residency requirement from 18 miles to 40 miles from the intersection of Main and Shoshone Streets.
- Appendix A (update) - Provides a 5% increase to the pay table and a \$2,000 one-time salary payment for eligible recipients.
 - Creates parameters for continued eligibility for Extra Duty Pay.
 - Aligns the update for longevity payments to other city departments.

Approval Process:

A motion to approve the Collective Bargaining Agreement dated October 1, 2022 - September 30, 2024. Second, and approval by a majority of the council.

Budget Impact:

All of the changes to the agreement have been included in the FY 2023 budget package; the total of those adjustments is \$179,076.

The creation and funding of the Medical Expense Retirement Plan with an effective date of April 1, 2023, will be approximately \$18,000.

Regulatory Impact:

None

History:

Analysis:

Conclusion:

The City and Local 1556 have enjoyed an excellent relationship for many years. The agreement has been reviewed and approved by both negotiating teams. It is the recommendation of City Staff and the Union Executive Board that this agreement be formally adopted by the Council to ratify the agreement.

Attachments:

1. Tracked Changes 2022-2023 CBA Sept 22



CITY OF TWIN FALLS
AND
TWIN FALLS FIRE FIGHTERS LOCAL 1556

Collective Bargaining Agreement
October 1, 20221 to September 30, 20242

Style Definition: TOC 1

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AGREEMENT

This Agreement is entered into by and between the CITY OF TWIN FALLS, IDAHO, hereinafter referred to as the EMPLOYER, and LOCAL 1556 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the ASSOCIATION.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the employer and the Association:

- a) to maintain and increase individual productivity and quality of services;
- b) to express the complete agreement between the parties on wages, hours and conditions of employment;
- c) to prevent any interruptions of work and interference with the efficient operation of the Fire Department; and,
- d) to confirm an orderly procedure for the resolution of grievances.

SECTION 1 – FORMAL RECOGNITION

The Employer recognizes the Association as the exclusive bargaining agent for all employees of the Fire Department except the Fire Chief, Battalion Chiefs, Fire Marshal, and Administrative Assistant, pursuant to the terms of Idaho Code Sections 44-1801 through 44-1811, inclusive. The Association recognizes the City Manager and the City Council, acting through their appointed committees, as the only legal and binding authority of the Employer.

SECTION 2 – ASSOCIATION MEMBERSHIP/DISCRIMINATION

Membership in the Association is voluntary and is governed by Association by-laws. The Employer agrees not to discriminate against any employee for his/her activity in behalf of, or membership in, or non-membership in the Association. The Employer and the Association agree that there shall be no discrimination against any employee because of race, creed, color, national origin, gender, religion, physical limitation, or sexual orientation.

SECTION 3 – MANAGEMENT RIGHTS

It is further recognized by the Association that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Fire Department in all of its various aspects including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted, to assign and transfer employees, to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased, to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or documented personnel issue; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities. The Employer reserves the right to contract for any or all fire related services; however, the Employer agrees not to implement a contract for suppression services without written notification to the Association at least 160 calendar days prior to the beginning of a fiscal year.

SECTION 4 – PREVAILING RIGHTS

All written and agreed upon rights, privileges, and working conditions enjoyed by the employees at the present time, and are not included in this Agreement, shall remain in full force, unchanged and unaffected in any matter, during the term of this Agreement unless changed by mutual consent of the Employer and the Association. In the event a right, privilege or working condition is inadvertently omitted or cannot be mutually agreed upon, it may be subject to the grievance procedure. If a prevailing right conflicts with a provision of the Fair Labor Standards Act, as regulated by the Department of Labor or interpreted by the courts, the standard established by the Fair Labor Standards Act shall prevail.

SECTION 5 – PERSONNEL REGULATIONS

The Association agrees that its members shall comply in full with all Fire Department Rules and Regulations, including Standard Operating Procedures and/or Guidelines, as are currently in effect and as may be modified by the Chief during the term of this Agreement. Modifications to the Rules and Regulations or Standard Operating Procedures and/or Guidelines shall be given an opportunity to offer suggestions prior to the implementation. The Association may submit, at any time, recommendations for modifications to Rules and Regulations, including Standard Operating Procedures and/or Guidelines, to the Employer's authorized agent for their evaluation, review and consideration for adoption. Changes in the rules and regulations including Standard Operating Procedures and/or Guidelines, during the term of this agreement shall be subject to the grievance process.

The provisions of city of Twin Falls Employee Handbook, as amended from time to time by the City Council, shall apply except where there is a conflict with the provisions of this agreement. In the case of a conflict, the terms and conditions of this agreement shall prevail.

SECTION 6 – PAYROLL DEDUCTIONS OF DUES

The Employer agrees to deduct, once each month, dues only, in the amount certified to be current by the Secretary-Treasurer of the Association from the pay of those employees who individually request in writing that such deductions be sent to the Treasurer of the Association.

The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this article.

SECTION 7 – ASSOCIATION BUSINESS

Employees elected to Association office shall be granted reasonable time off to perform their local Association functions with the Employer. In addition, as many as three (3) members of the negotiating team shall be allowed time off up to six (6) shifts per person for all meetings which shall be mutually agreed upon by the Employer and the Association. Upon mutual agreement, further time for negotiations may be allowed.

The members of the Association may take approved hours off for Association business authorized by Association officers, in accordance with the departmental regulations. This time will be paid back at the end of each quarter year from an equal allotment of vacation hours from each Association member. With the approval of the Fire Chief, the Association may use the main fire station for Association business meetings. With the approval of the City Manager if an association member is conducting association business that is deemed mutually beneficial then he/she may be compensated by the Employer at a regular compensation rate for the duration of said business.

SECTION 8 – TRAVEL EXPENSES

All members of the Association who are authorized to travel on official City business shall be reimbursed for actual expenses incurred in the course of conducting the business in accord with the policies established by the City's travel policy. Entertainment or other personal expenses not directly involved in the conduct of City business are not reimbursable.

SECTION 9 – BULLETIN BOARDS

The Employer agrees to furnish space for one suitable bulletin board to be supplied by the Association in a convenient place in each fire station. The Association shall limit its posting or notices and bulletins to such bulletin boards for the purpose of posting notices of Association meetings, Association elections, Association election returns, Association appointments to office and Association recreational or social affairs. Such notices shall first be approved by the Association officers. The Association agrees to limit the posting of such notices to its bulletin board space. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

SECTION 10 – FAIR LABOR STANDARDS ACT

It is recognized by both parties that the Employer must comply with the requirements of the Fair Labor Standards Act. Unless otherwise covered by this agreement, it is the intention of the employer to comply with the minimum standards required by the law.

SECTION 11 – WORK PERIOD

Both parties covered by this agreement have elected to establish an alternative work period as allowed under Section 7(K) of the Fair Labor Standards Act.

Each work period shall commence at 8:00 A.M. and end twenty-four (24) days later. The work period selected for Section 7(K) purposes is not to be confused with the pay period or tour of duty. The term work period simply refers to the 24-day period used to compute the overtime due under Section 7(K).

After an initial training period, during which the new employee will work a 40-hour work week, the regular tour of duty for suppression personnel shall be one (1) rotating forty-eight (48) hour on-duty shift followed by ninety-six (96) hours off duty.

Exception: When staffing levels are less than a number that allows for equal placement on all three shifts, an alternate schedule will be used for employees not assigned to shifts A-C, as described below. The intent of this alternate shift schedule is to allow equal shift coverage when Full Time Equivalents are not divisible by three increments.

24 Hour D and E Shift

Alternate Shift Schedule One (D-shift) (*repeating three week):

Monday, Wednesday

Monday, Thursday

Monday, Tuesday, and Friday

**Every 168 days the Monday, Thursday cycle is changed to a Monday, Wednesday cycle during this work week. This allows Pay cycles to be consistent.*

									OFF	ADD				
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	

Alternate Shift Schedule Two (E-shift) (* repeating every three weeks):

Tuesday, Thursday

Tuesday, Friday

Wednesday, Thursday, and Saturday

**Every 168 days the Tuesday, Friday schedule adds a Sunday and the following week, is a Thursday Friday schedule and the Wednesday is an off-day. This allows Pay cycles to be consistent.*

					ADDED			OFF						
Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	

In order to assure compliance with the Fair Labor Standards Act, time sheets will be provided by the Employer and completed by the employee on a daily basis. Time sheets shall reflect all hours worked and all hours paid but not worked, such as sick leave or vacation.

Appendix A to this agreement shall set forth the Pay Schedule.

SECTION 12 – OTHER PAY

- Overtime. All overtime shall be administered in accordance with the Fair Labor Standards Act. The salary stated in Appendix A shall include straight time pay for 182 hours in a 24-day work period. Hours worked in excess of 182 hours in a 24-day work period shall be compensated at 1 ½ times the regular hourly rate. All absences from work, except excused hours, vacation, and bereavement leave, shall be excluded from the sum of hours worked for the purpose of calculating overtime.
- Emergency and Non-Emergency Call Back Pay. Employees called back to work for emergency or non-emergency duty, as determined by the Chief, or his designee, shall be paid at a rate equal to 1 ½ times their normal hourly rate for a minimum of two (2) hours.

- c. **Hold-over Pay.** Employees held on shift extension shall be paid for actual hours worked in accordance with Section 12(a).
- d. **Early Relief.** If an employee chose to voluntarily arrive early for a shift, that employee can relieve another employee on a previous shift if both agree with no changes to either employees' compensation. Employees are not required to provide early relief.
- e. **Pre-Shift Briefing.** Employees who spend any amount of time prior to their shift receiving necessary and useful information necessary for performing their duties or preparing activities necessary to start working their shift will be compensated for such time if such time spent is routinely more than 15 minutes.
- f. **Temporary Assignment.** In order to maintain continuity within a station or shift, any forecasted vacancy of greater than four (4) consecutive tours at the positions of Driver/Operator or Captain will be filled with a temporary assignment. The individual fulfilling the duties of the higher position will be paid an hourly adjustment equal to the starting pay of the temporarily assigned position or 5% above the current salary of the assigned employee, whichever is greater.
- g. **Portal to Portal.** Any employee who is detailed out on contracted work including but not limited to Department of Lands, U.S. Forest Service, BLM, State of Idaho, etc., shall be compensated, portal to portal.
- h. **Out of Area Training.** The standard for pay shall be the number of hours that would have been worked if not for the training or the total number of hours accrued during the training and travel whichever is greater.

Example: Employee is scheduled to work a Tuesday and Wednesday 48-hour tour, but instead, attends an out of area training Monday through Friday for a total class and travel time of 42 hours. The employee will be compensated for the 48 hours regularly scheduled time. Conversely if the training and travel time totaled 54 hours the Employee would be compensated for 54 hours. Overtime will be paid in accordance with Section 12(a).
- i. **Court Time.** Employees called to attend or appear at any work-related court hearing during off-duty hours shall be compensated in accordance with Section 12 (b). If more than one court hearing is scheduled within the two-hour minimum, no additional compensation will be granted. If, however, the total time spent exceeds the two-hour period, actual hours worked will then be compensated.

SECTION 13 – VACATION AND HOLIDAYS

Each regular, full-time fire fighter working a 24-day work period as described in Section 11, shall earn vacation leave based on the monthly accrual rate shown in Table II. The monthly accrual rate shall be determined according to the hours of accumulated sick leave held by each fire fighter on the first day of each calendar month. Fire fighters working a 40-hour work week shall earn and use sick leave in accordance with the provisions of the Twin Falls Employee Handbook, as amended.

TABLE II				
Accrued Sick Leave	Annual Vacation Rate		Monthly Equivalent	
Hours	Shifts	Hours	Shifts	Hours
0 - 864	6	144	0.50	12
865 – 1,440	7	168	0.583	14
1,441 – 1,800	8	192	0.667	16
1,801 – 2,159	9	216	0.75	18
2,160	10	240	0.834	20

A new employee's vacation shall start to accrue on the first day of the calendar month that is nearest to his/her date of starting full-time regular employment.

No employee is entitled to use vacation until completion of the sixth month of employment unless otherwise approved by the Chief, or his designee.

Regular days off shall not be computed as full working days when falling within any continuous vacation period. If an employee is eligible for the holiday benefit, holidays falling within the vacation will not be counted as part of the vacation.

The maximum vacation accrual shall be 10 shifts. Vacation accruals in excess of 10 shifts shall be converted to accumulated sick leave subject to the maximum accumulation provision. Once the maximum accumulation of sick leave is achieved, vacation balances in excess of the maximum shall expire. Emergency personnel regularly assigned holiday duty may accrue vacation and holiday time to a total of 12 shifts (288 hours). Each employee's vacation accrual record shall be reviewed for compliance with this section as of his/her annual anniversary date. Carry-over of excess vacation hours may be granted by the City Manager when work requirements do not allow vacation to be used prior to the employee's anniversary date.

Employees may utilize their allowance of annual leave on the basis of an application approved by their department head subject to the right of the department head to plan the work under his/her control and to authorize absences only at such time as the employee can best be spared. Vacation shall be deducted from the employee's accrued balance, based on the hours of vacation used during the work period. If an employee's vacation balance is not sufficient to cover the leave, Payroll shall deduct monies from their paycheck in an amount equal to the deficiency. The use of vacation prior to its accrual shall be viewed as abuse and subject to disciplinary action.

When leaving the services of the City, an employee shall be paid for accrued vacation time not taken.

Holidays shall be New Year's Day, Dr. Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day, and Christmas Eve when Christmas Eve falls on a Monday, Tuesday, Wednesday, or Thursday. When Christmas Eve falls on a Friday, Saturday or Sunday, the holiday shall not be granted. In lieu of the holiday benefit, fire fighters shall be credited 12 hours of additional vacation leave per holiday. Additional holidays granted to other City

employees shall be compensated at the hourly equivalent per holiday (one-half day = 6 hours, full day = 12 hours).

SECTION 14 – SICK LEAVE

Each regular, full-time fire fighter working a 24-day work period as described in Section 11, will earn sick leave based on monthly accrual rates shown in Table I. Fire fighters working a 40-hour work week shall earn and use sick leave benefits in accordance with the provisions of Twin Falls Employee Handbook, as amended. The monthly accrual rate shall be determined according to the hours of accumulated sick leave held by each fire fighter on the first day of each calendar month.

TABLE I				
Accrued Sick Leave Hours	Annual Sick Leave Rate		Monthly Equivalent	
	Shifts	Hours	Shifts	Hours
0 – 864	12	288	1.0	24
865 – 1,440	10	240	0.834	20
1,441 – 1,800	8	192	0.667	16
1,801 – 2,159	6	144	0.5	12
2,160	*4	*96	*0.334	*8

*Once an employee has reached his/her maximum sick leave accrual, the excess hours will continue to accrue in a dedicated account. Upon retirement, the employee may use the time exclusively for the purchase of health care coverage until the account is depleted or the age of 65. Once the employee qualifies for Medicare, the benefit terminates.

An employee shall be considered as having completed a month of service if he/she appears on the payroll nine or more working shifts in a month. For the purpose of this section, each shift on duty in the Fire Department will be considered as one working day. A new employee's sick leave shall start to accrue on the first day of the calendar month nearest to the date of starting full-time regular employment.

For the purposes of this agreement, sick leave shall be defined as the absence from work of an employee due to personal illness, or the serious illness of an immediate family member requiring the employee's attendance. Immediate family shall be defined as spouse, children, parents of the employee and employee's spouse.

As a matter of policy, the sick leave benefit shall be considered a privilege rather than a right of employment. Sick leave may be used as allowed in this agreement, but for no other purpose. Any abuse of the sick leave benefit shall result in strict disciplinary action and potential termination.

When an employee finds it necessary to use the sick leave privilege, the employee shall report the fact to the department head or supervisor in accordance with departmental policy. The department head shall require a doctor's release prior to allowing an employee to return to work or prior to the authorization of sick leave pay for time not worked, when the employee's sick leave record indicates a health problem, susceptibility to recurring illness or frequent serious illness in the employee's family.

Any member of the Association who is temporarily incapacitated as a result of a non-work related illness or injury and who has a limited-duty statement from his/her doctor may be allowed to return to work to perform duties as assigned by the Chief.

Sick leave may be accumulated if not used during the year earned, subject to a maximum accrual of 90 shifts.

Sick leave may not be taken in advance of the period earned. Family Medical Leave or Leave of absence without pay may be allowed as provided in this agreement. When leaving the services of the City, an employee shall not receive pay for any unused sick leave.

Sick leave may not be used for lost time resulting from work-related injuries.

SECTION 15 – FAMILY MEDICAL COVERAGE PROGRAM

Family medical coverage shall be provided in accordance with the program described in Twin Falls Employee Handbook.

SECTION 16 – MEDICAL EXPENSE RETIREMENT PLAN

The parties have agreed, as of April 1, 2023, to a medical expense retirement plan (MERP) as follows:

1) Defined Class of Employees Receiving Contributions

For Section 16 of this Agreement, the “Defined Class” of employees receiving contributions to the Medical Expense Reimbursement Plan (hereafter, the “MERP”) of the IAFF Health and Wellness Trust (hereafter, the “Trust”), as set forth below, consists of all employees of City of Twin Falls (hereafter, the “Employer”) represented by IAFF Twin Falls Firefighters Local 1556 (hereafter, the “Association”).

2) Employer Contribution Amount

The Employer and the Association agree that the Employer shall pay a mandatory contribution of \$75.00 per month on a pre-tax basis of every employee in the Defined Class who is covered by this Agreement represented by the Association and shall transmit such contributions to the Trust pursuant to the requirements in Number 5 of Section 16 of this Agreement. No Employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash.

3) Employee Contribution Amount

The Employer and the Association agree that the Employer shall withhold a mandatory contribution of \$75.00 per month on a pre-tax basis from the pay of every employee in the Defined Class who is a member of the bargaining unit represented by the Association and shall transmit such contributions to the Trust pursuant to the requirements in Number 5 of Section 16 of this Agreement.

No employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash.

4) Reporting to Trust Office

The Employer shall electronically submit to the Trust office a monthly report of contributing employees for each contribution set to the Trust, in the format requested by the Trust, and received by the Trust Office within five (5) days of receipt of the contribution funds.

The Employer shall also provide an initial report of information for all contributing employees, as reasonably requested by the Trust; and shall send updates to this information to the Trust Office whenever the Employer has notice of changes to the information.

5) Hold Harmless and Liability Agreement

The Association and the members agree to hold the City harmless and indemnify the City from all liability claims, demands, lawsuits, and/or losses, damage or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the Trust. The Association and members shall be one hundred percent (100%) liable for all liabilities inclusive of any federal, state, or local agency determination regarding any liabilities that arise out of the Trust. The Association and members shall be liable for all tax penalties, as well as any other liabilities arising out of the implementation and administration of the Trust.

Under no circumstances whatsoever will the city be liable for direct pay of any Trust benefit to the members and/or retired members and/or their beneficiaries.

SECTION 1746 – LONGEVITY PAY

Item 6 of Appendix A describes the longevity pay.

SECTION 1847 – ACCIDENT LEAVE

Whenever a member of the Fire Department sustains a work-related injury, the Accident Leave benefit, in accordance with Section 4.9 of Twin Falls Employee Handbook, may apply.

Any member of the Association who is eligible to receive compensation from the State Insurance Fund and receives a limited-duty statement from their physician may be expected to return to work to perform duties as assigned. The temporary reassignment may be in another department and may include a change in the regular tour of duty. Refusal to accept bona fide limited-duty work may be cause for the State Insurance Fund to discontinue Workman's Compensation benefits.

Accident Leave granted during the time a fire fighter is unable to perform his/her duties until he/she begins to receive benefits from the Fire Fighter's Retirement Fund, shall not exceed a period of twelve (12) months. It shall consist of full City pay less any compensation paid under the Workman's Compensation laws. Said Accident Leave time shall not be deducted from an employee's sick leave.

SECTION 1948 – BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the employee may be granted up to three (3) shifts off with pay, subject to the approval of the Chief. The immediate family shall be defined as spouse, children of the member, grandparents, mother, father, brother, sister of the member and those of the member's spouse.

SECTION ~~2019~~ – MILITARY LEAVE

The City will comply with all aspects of the Uniformed Services Employment and Reemployment Rights Act (USERRA) as prescribed by Federal Law.

Employees who are called for military training or service shall be granted a leave of absence, without pay, during the actual duration of such services. The department head may hire a temporary employee to take the place of employees on military leave. The temporary employee shall be terminated upon the full or part time employee's return to work. Non-war time military leaves shall be limited to six (6) months unless extension is granted by the City Council.

Employees enlisted in the Idaho National Guard or organized reserve corps shall be entitled to military leave with one-half (1/2) pay for a period not to exceed 12 working shifts per year subject to review and approval of the department head and City manager. Military leave will not affect vacation or sick leave. Military leave with one-half (1/2) pay will not be granted until an employee has completed at least 12 months continuous employment with the City prior to such leave. An employee, may at his or her option, use vacation to make up the difference between City military pay and the employee's regular rate of pay.

SECTION ~~2120~~ – RETIREMENT FUND

The City shall pay the Employer's contribution as established by the retirement system. Mandatory increases in the Employer's retirement rate set during the term of the agreement shall be paid by the City.

SECTION ~~2221~~ – SOCIAL SECURITY

Following the Referendum B vote of July 16, 2012, which was held in accordance with 42 U.S.C 418(d), where a majority of the members of the Twin Falls fire fighters voted to withdraw from the Social Security Act, the City of Twin Falls has agreed with Twin Falls Fire Fighter's Local 1556 that it shall, in lieu of paying Social Security employer contributions to the Internal Revenue Service on behalf of each employee, contribute the equivalent amount (currently 6.2%), as calculated for all other employees of the City of Twin Falls, into the PERSI Choice Plan as long as each fire fighter contributes a matching contribution of a minimum of one percent (1%).

SECTION ~~2322~~ – DISABILITY INSURANCE

Should the City of Twin Falls discontinue offering Standard long-term disability insurance, or an equivalent long-term disability benefit as is currently provided to all employees, the City agrees to provide a minimum ninety (90) day notice to the Association, at which time its members can elect to use a portion of their rebated Social Security premium to offset the costs.

SECTION ~~2423~~ - MANNING OF COMPANIES

Each shift will staff twelve (12) full-time paid career personnel for emergency response. Staffing will include:

Command: One (1) Battalion Chief

Station One: One (1) Captain
One (1) Driver Operator

Two (2) Firefighters

Station Two: One (1) Captain
One (1) Driver Operator
One (1) Tender Driver

Station Three: One (1) Captain
One (1) Driver Operator
One (1) Tender Driver

Station Four: One (1) Driver Operator

In case of injury, illness or other uncontrollable circumstance, the shift may drop below minimum staffing levels. The Fire Chief or his designee will take necessary actions to bring staffing levels back to twelve personnel, within a four (4) hour period, utilizing any qualified personnel (WOC included). This shall include mandating qualified personnel to report for duty.

In addition to the above assignments a Captain will be assigned to the Training Division and Training Officer position per the department S.O.P.

*For the duration of trial period outlined in the Memorandum of Understanding (MOU) regarding Sections 24 and 25 of this AGREEMENT, the MOU will supersede what is stated in this AGREEMENT. At the conclusion of the trial period, the respective sections in the AGREEMENT will take effect, unless a mutual agreement between the Employer and the Association to extend the MOU takes place.

SECTION ~~2524~~ – SHIFT ASSIGNMENTS

The Battalion Chiefs can change any position or station assignments or shift assignments for department operational and functional needs. The intent of this section is to allow Battalion Chiefs to make changes to station assignments to meet the operational need of staffing for technical and operational needs or improve a personnel situation. Personnel situations include, but are not limited to, personnel conflicts, disciplinary actions, and department cohesiveness. When possible, a 30-day notice of shift change will be provided to all affected employees. Station assignments will be

made at the discretion of the Battalion Chief. Regular employees moving shifts shall be exempt from the vacation selection (double-up rules) restrictions for the remainder of that calendar year. This rule does not apply to introductory employees. The exemption of vacation selection rules will not apply when the exemption would require another employee to work the holiday on overtime. However, if another employee is willing to work the holiday, the employee being moved will be allowed to keep the holiday off, even if it requires overtime.

Annual Station Assignment Selection Process:

1. Prior to shift assignment selection all shifts will meet with their BC to consult about shift needs.
2. Station assignment selection will be conducted annually on each shift, in October to coincide with vacation selection. Assignments will become effective January 1st.
3. The Association will be responsible for the station selection process and must be conducted identically on each shift.
4. Station assignments will be selected based on time in grade. Time in grade will be defined as date of promotion to Captain, Driver, and Firefighter.
5. Short term coverage required by members on the same shift and same rank for Vacations, Sick Leave, Airport Rotation, or any other reason will be filled by a rover position when possible.
6. When short term coverage requiring use of swing-up personnel is necessary, the vacancy generally will be filled with qualified personnel from the station where the vacancy occurs. Occasionally it may be necessary to move personnel from another station to achieve desired qualification requirements.
7. The intent is to equally distribute these swing-up opportunities with the least station movement possible.
8. New hire firefighters will be assigned to the shift with a vacancy and will spend their probationary period on this shift.

Position Assignments:

Station 1:	Station 2:	Station 3:
Captain	Captain	Captain
Driver	Driver	Driver
Firefighter	Firefighter/TD	Driver Rover
Firefighter		Firefighter/TD
Firefighter Rover		

SECTION 2625 – TRADING OF SHIFTS

For purposes of this agreement, trading of shifts (time trades) shall be considered a prevailing right, subject to several restrictions established by the Fair Labor Standards Act.

- 1) Employees who trade time must voluntarily agree to the trade. It cannot be initiated or mandated by the employer.
- 2) All shift trading will require prior approval.
- 3) The trade must be between two employees who have the same qualifications and be able to act in the same capacity as each other's rank or assignment. Example: If a Driver/Operator wants to trade with a Captain he must retain the qualifications to be a Captain (must already be a "swing-up" Captain). The Captain can trade with the Driver/Operator based on the fact that he had held the position prior and therefore is qualified.

As a result of the 1985 Amendments, if two employees trade hours pursuant to Section 7(p)(34) of the FLSA, each employee will be credited as if he or she had worked his or her normal work schedule. Any time worked beyond the normal work schedule will be credited to the working employee and compensation will be paid accordingly to that employee. If the employee designated to work an approved time trade fails to report for duty for any reason, the employee who is to receive credit as if he or she had worked their normal work schedule will, instead, have the hours deducted from their vacation balance.

SECTION ~~27~~26 – VACANCIES – PROMOTIONS

When a regular full-time vacancy occurs in any position covered by this agreement, the Employer shall review the position in accordance with its responsibilities as stated in Section 3 (Management Rights) and the status of the fiscal year budget. If the decision is made to fill the position, then it shall be filled in a reasonable period of time. Filling of vacancies shall be accomplished in accordance with the department standard operating procedure (S.O.P.).

The employer shall conduct an evaluation, on a two-year interval, for the promotional positions of Operator/Driver and Captain. The schedule shall be developed with Association input. As a result of the evaluation, an eligibility list shall be posted for each position with each applicant placed on the list in ranked order. All lists will expire after two years or if all eligible applicants have been appointed. If an applicant has been through a promotional process multiple times, the most recent score will be used to determine their ranking on the promotional list. If two or more applicants end up with the same score following the evaluation, Departmental seniority will be used to determine ranking on the list.

SECTION ~~28~~27 – PERSONNEL REDUCTION

If the Employer finds it necessary to reduce Fire Department positions, the employee with the least service time shall be the first discharged in accordance with procedure outlined below.

If positions within a division other than the lowest ranked position are designated for reduction, the following procedure shall apply:

- a) The employee(s) with the least seniority within the position (as opposed to seniority within the division) shall be designated for lay-off;
- b) An employee so designated may elect to bump to the last position previously held, assuming continued satisfactory performance. The employee(s) to have last attained the position within this classification shall then be designated for lay-off. This election shall be made in writing to the Chief within five (5) days of receiving the lay-off notice.
- c) Affected employees shall be entitled to restoration to the lost position whenever a vacancy in such position is available, assuming continued satisfactory performance.
- d) Affected employees later restored to the last position shall receive full credit for actual time served in that position, even though the terms of service may not be consecutive.

Employees bumped in accordance with Paragraph (b) shall have the benefit of the procedure outlined in Paragraphs (a) – (d).

In the event that forced reductions or bumping affects two or more employees promoted to a particular position on the same day, the following procedure shall apply:

- a) If applicable under the promotional procedures, the employee with the highest test scores in the testing for the particular position shall be deemed to have the superior seniority;
- b) If both, seniority in the position and test scores are equal, then the employee with the most seniority in the division shall be deemed to have the superior seniority. If test scores are not utilized as part of the promotional criteria, then seniority within the division shall be the sole determining factor.

An employee who is laid off because of reduction in force shall be given first opportunity for reemployment if:

- a) The employee is qualified to hold the available position; and,
- b) The employee has maintained a personal record which would not discredit the Department or the employer.

The laid-off employee shall be notified of the vacancy by certified mail and be given a period of seven (7) calendar days to reply. The notification shall be mailed to the last known address of the former employee. It shall be the former employee's responsibility to notify the Personnel Director of any change of address.

Opportunity for reemployment shall be offered in inverse order of lay-off, so that the last person laid off shall have the first opportunity for reemployment.

Offers of reemployment shall be limited to one (1) opportunity. If the laid-off employee fails to respond to said notification within the time permitted or refuses the offer for reemployment, all rights and privileges under this policy shall terminate.

Individuals restored to employment under provision of Section 27 shall retain sick leave and seniority for time in service accrued prior to lay off. Individuals shall also retain all rights and interests to retirement benefits as provided in State law and retirement system regulations.

SECTION ~~29~~28 – DISCIPLINE PROCEDURE

Appendix B to this Agreement describes the accepted discipline procedure.

SECTION ~~30~~29 – GRIEVANCE PROCEDURE

Appendix C to this Agreement describes the accepted grievance procedure.

SECTION ~~31~~30 – RESIDENCY REQUIREMENT

All employees covered by this Agreement shall live within ~~fortyeighteen~~ (40+8) miles of Twin Falls city center, as defined as the intersection of Main and Shoshone Streets. Residency is required within three (3) months following completion of the introductory period.

SECTION ~~32~~31 – SAFETY PROGRAM

The Association may submit through standard channels of communications to the Fire Chief reports, investigations, suggestions, recommendations and review of all accidents, deaths, injuries or illness pertinent to the fire service. The Chief shall evaluate such communications and forward to the City Manager.

SECTION ~~33~~32 – HEALTH AND WELLNESS

The Employer and the Association agree that a Health and Wellness program is important to the health and productivity of firefighters and to the safety and efficiency in performing the duties of the job. In that spirit, the Employer shall provide mandatory physicals to every employee that has an obligation to perform firefighting duties. The physicals will be at no cost to the employee and will be completed annually on or around the month of the employee's birth.

The physicals shall be completed by the employer's contracted physician and a physician's statement which indicates the employee's ability, or lack thereof, to perform the job duties will be returned to the Employer. All other documentation and personal medical information shall be directed to the employee receiving the physical and no medical information shall be shared with the employer by the physician without the employee's consent. The various tests that are completed as a part of the physicals will include the following:

General Physical Exam

Medical History Review

Patient Stress Questionnaire	EKG
Urine Analysis/Labs	Tuberculosis Test
Audiogram (hearing)	Spirometry (lung function)
OSHA Respirator Evaluation	

Other items may be ordered at the doctor's discretion.

SECTION 3433 – CLOTHING ALLOWANCE

All uniforms, protective clothing or protective devices required of employees in the performance of their duties shall be furnished without cost to the employees by the Employer.

SECTION 3534 – EMPLOYEE GOLF RATES

In order to promote physical fitness, the Employer agrees to establish employee rates for golf course use. The employee rate shall be equal to one-half (1/2) the regular rate – either on a daily basis or for a season pass. The discounted rate for daily greens fees shall apply to City employees only. A reduced rate will be allowed on individual, couple and family season passes. This benefit may be lost for represented employees if it is lost to all City employees.

SECTION 3635 – PARKING

The Employer shall provide, without cost to employees on duty, adequate parking space on City property in the vicinity of fire stations and work sites.

SECTION 3736 – SAVING CLAUSE

If any provision of the Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 3837 – APPENDICES AND AMENDMENTS

All appendices and amendments to this Agreement shall be numbered (or lettered), dated and signed by all responsible parties and shall be subject to all the provisions of this Agreement.

SECTION 3938 – DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of October 20224 and shall remain in full force and effect until the 30th day of September 20242. It shall automatically be renewed from year to year hereafter, unless either party shall have notified the other in writing of the section within the agreement desired by either party to negotiate changes, at least one hundred and twenty (120) days prior to the annual anniversary date that it desires to modify the Agreement.

In the event that such notices are given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.

DATED September 2022

EMPLOYER

ASSOCIATION

Mayor, Ruth Pierce

Kyle Eldridge, President

City Manager, Travis P. Rothweiler

Daniel Gould, Vice President

Lane Barker, Secretary/Treasurer

APPENDIX A

Pay Table – Effective date of October 1, 2022

The pay table below reflects a 5% increase in the monthly salaries from the previous CBA. A onetime inflation compensation payment in the amount of \$2,000 will be made with the following eligibility requirements. Eligibility criteria is the employee must hold a budgeted FTE position and must have a full timecard (hours worked or leave) dated 10/10/2022-11/2/2022.

<u>Position</u>	<u>Requirements</u>	<u>Monthly Salary</u>
PROBATIONARY FIREFIGHTER	- High School Diploma - EMT – Basic	\$ 3,948
FIREFIGHTER 1	1 year in position - Firefighter 1 Certification	\$ 4,263
FIREFIGHTER 1 + 3 years	3 years in position - Firefighter 1 Certification	\$4,475
FIREFIGHTER II	2 years with TFFD - Firefighter 1 - Firefighter 2 - Swing Up Driver	\$ 4,855
SENIOR FIREFIGHTER	8 years with TFFD - Fire Officer 1	\$ 5,062
DRIVER	3 years with TFFD - Firefighter 2 - Driver's Academy Certificate	\$ 5,519
SENIOR DRIVER	5 years in position - Swing Up Captain	\$ 5,917
CAPTAIN	5 years with TFFD - Fire Officer 1 certification 2 years as Swing Up Driver	\$ 6,615
SENIOR CAPTAIN	5 years in position - Swing Up Battalion Chief	\$ 6,946

- 1) Monthly Salary: The salary shown in the pay table above shall include straight time pay for 230.67 hours. The monthly pay shall be adjusted to reflect all hours worked or not worked which occurred during the preceding 24-day work period.

Newly hired firefighter employees will receive the Probationary Firefighter wage. Promoted employees will be moved from his or her current salary to the salary of the promoted position.

- 2) Hourly Rate: Hourly rates for each position classification shall be calculated by dividing the monthly salary by 230.67 for the calculation of overtime. The regular hourly rate for each employee shall be adjusted to reflect longevity pay and/or certification pay.

Hours worked in excess of 182 in a 24-day work period shall be paid at one and one-half times the hourly rate. All absences from work, except excused hours, vacation and bereavement leave, shall be excluded from the sum of hours worked for the purpose of calculating overtime.

- 3) Changes to Pay: All salary adjustments are subject to budget authorization and Council approval. Employees that are beyond the introductory period and that receive a favorable performance evaluation will be granted an increase in accordance to the pay table effective each fiscal year.

Extra Duty Pay: Members that fulfill extra duty positions and responsibilities shall receive an extra duty payment of \$150.00 on a monthly basis. Members are eligible to collect a maximum of two extra duty payments provided that the minimum training and participation requirements have been met. Failure to meet the minimum training and participation requirements will result in the removal of Extra Duty Pay. This will be measured by the Training Captain and reported to the Chief every 6-months.

Eligible Extra Duty Positions

- Fire Investigators (Maximum of 2 members)
- Hazmat Team Members (Maximum of 12 members)
- Technical Rescue Team Members (Maximum of 12 members)

- 4) Longevity Pay: Longevity shall be paid according to the following table for each full year of service, commencing with the start of the sixth consecutive year of service. For the purposes of longevity pay, an employee's anniversary date is determined by his or her completed years of service as of December 31st of each calendar year commencing on the employee's anniversary date of the sixth consecutive year of service. Longevity pay will be calculated for completed years of service with the Twin Falls Fire Department, lateral credit will not be considered.

Monthly Base Pay Increase	On the Employee's Anniversary Date
\$70.00	5
\$100.00	10
\$135.00	15
\$165.00	20
\$200.00	25

- 6) Training Officer Position Compensation: The Training Officer position is regularly scheduled for a 40-hour week and is eligible for emergency callback overtime. The position is not eligible to work (24-hour) shift overtime unless given prior approval by the Fire Chief. Should that occur the overtime hours shall be paid in accordance with the Section 12 (a) of the C.B.A. in force.

The regular rate of compensation shall be based on the tenure of the Captain assigned to the position according to the Pay Table in this appendix. The position shall also receive Assignment Pay which is calculated as 7.5% of the Senior Captain salary amount listed in the Pay table in this appendix.

Observed holidays shall follow the definitions as provided in the C.B.A. Section 13. Vacation time shall be requested in advance and taken with the approval of the Fire Chief. Vacation and sick leave banks shall be converted from Fire to General banks using the following multipliers:

- Fire Vacation accruals multiplied by 0.6666
- Fire Sick accruals multiplied by 0.3335

Leave accruals for sick and vacation shall be set according to the General Employee Leave Accrual Tables in the Employee Handbook Section 4, in accordance with Section 13 of the C.B.A. with the following conversions:

Upon completion of the assignment to Training Officer, the vacation and sick leave banks shall be converted from general to fire banks using the following divisors:

- General vacation accruals divided by 0.6666
- General sick accruals divided by 0.3335

DATED September , 2022

EMPLOYER

ASSOCIATION

Mayor, Ruth Pierce

Kyle Eldridge, President

City Manager, Travis P. Rothweiler

Daniel F. Gould, Vice President

Lane Barker, Secretary/Treasurer

APPENDIX B

EMPLOYEE DISCIPLINE

The purpose underlying this discipline policy is to establish a consistent procedure for maintaining suitable behavior and a productive working environment. Disciplinary action may include oral reprimand, written reprimand, suspension without pay, probation, demotion, reduction in pay, and termination. Disciplinary action need not be progressive in nature.

- 1) Procedure: A supervisor who has cause to believe that disciplinary action may be necessary shall make a reasonable effort to ascertain all relevant facts prior to proposing or taking disciplinary action. The supervisor shall document evidence on the matter in a way that may be easily reviewed and understood by someone unfamiliar with the matter. The disciplinary action taken should reflect consideration of the severity of the offense or performance problem, previous performance problems or offenses of a similar type and the period of time between occurrences, overall work record, and treatment of other employees under similar circumstances.
 - a. Progressive Counseling may include Verbal and Written Counseling: Progressive Counseling may be used by supervisors in response to employee policy violations, performance deficiencies or behavior problems. The supervisor should provide adequate information to understand the areas of concern and review dates no longer than 60 (sixty) days in the future. Progressive counseling records shall be placed in the departmental personnel files. After 1 year an employee may make a request to the Fire Chief that the counseling be removed from departmental personnel files.
 - b. Oral Reprimand: An oral reprimand occurs when a supervisor verbally admonishes an employee for an offense, and impresses the need for corrective action. The purpose is to eliminate misunderstandings and to set and maintain desired standards of conduct and performance. Although the supervisor should note the date and content of the warning for future reference, it is noted in the employee's personnel file at the time of the warning. An oral reprimand may not be appealed.
 - c. Written Reprimand: A written reprimand occurs when a supervisor placed the employee on official notice that performance or conduct must improve. The written reprimand must clearly describe the unacceptable performance and/or conduct, the corrective action(s) required, and the time frame involved. A written reprimand is initiated by the completion of a "Notice of Proposed Disciplinary Action" on a form from the Personnel Office. The employee shall meet with the supervisor within seven (7) calendar days of receipt of the "Notice" to discuss the proposed disciplinary action. The original written reprimand shall be forwarded to the Personnel Office for placement in the employee's personnel file. A written reprimand may not be appealed.
 - d. Suspension Without Pay, Salary Reduction, Demotion or Dismissal: These forms of disciplinary action may be taken where less severe forms have failed to improve performance, or where the violations or offenses are more severe. An employee may be suspended with pay pending imposition of any proposed disciplinary action. Discipline

is initiated by completion of the “Notice of proposed Disciplinary Action” on a form from the Personnel Office. The “Notice” shall first be approved by the City Manager or a designated Deputy City Manager and then hand-delivered to the employee by the Department Head. The “Notice” shall be signed by the Department Head and the employee must acknowledge receipt of the “Notice” by signing the form. The employee shall be provided with a copy of the “Notice” along with copies of all documents upon which the proposed disciplinary action is based. A meeting shall be scheduled with the Department head and City Manager or designated Deputy City Manager within seven (7) calendar days at which time the employee may respond to the allegations and/or the proposed disciplinary action. This meeting shall be informal in nature. The disciplinary action may thereafter be implemented, unless the department head wishes to alter the proposed disciplinary action, in which case the City Manager or designated Deputy City Manager shall be consulted prior to implementing the decision.

- 2) Appeal: An employee may appeal the decision of a department head where the disciplinary action includes a suspension without pay, salary reduction, demotion or dismissal. An appeal must be initiated within seven (7) calendar days of receipt of the disciplinary action by submitting a “Notice of Appeal” to the Personnel Office on a form provided by that office. All appeals of disciplinary action shall be submitted for discussion with City Officials and involved parties. If an agreement cannot be reached, the appeal will then be subject to mandatory mediation and binding arbitration. The employee and the City shall each have the right to disqualification of one mediator and one arbitrator. If mediation fails, the decision of the arbitrator shall be final.

DATED September , 2022

EMPLOYER

ASSOCIATION

Mayor, Ruth Pierce

Kyle Eldridge, President

City Manager, Travis P. Rothweiler

Daniel F. Gould, Vice President

Lane Barker, Secretary/Treasurer

APPENDIX C
GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or disagreement raised by an employee against the employer involving the interpretation or application of specific conditions of the employee handbook, ordinances, contracts or regulations of the City of Twin Falls including an allegation of constructive discharge, but excluding disciplinary action.

An aggrieved employee or former employee has from the beginning of the alleged problem fourteen (14) calendar days in which to file the grievance. The filing period may be extended if both parties are working informally to resolve the problem. The extension should be in written form, signed by both parties. If the issue cannot be resolved, either party should notify the other that impasse has been reached. The filing period will commence with the date of impasse. An aggrieved employee shall first submit the grievance in writing on a form provided by the Personnel Office. The submittal shall include all pertinent facts as determined by the employee, the basis for the grievance expressed in terms of the specific rules or regulations alleged to be misinterpreted and the action the employee believes the City should take as a result of the grievance filing.

The department head shall make a written report on his findings and decision concerning any such grievance, which report shall be submitted to the City Manager within two (2) working days of receipt of the written grievance or as soon thereafter as possible.

The City Manager shall review the department head's decision and may interview all interested parties and then shall make his decision concerning said grievance. The City Manager shall provide his decision in writing to the aggrieved employee within five (5) working days of receipt of the department head's report or as soon as possible.

If either the department head or the City Manager is unable to respond to the grievance within the prescribed time frame, notification including an approximate complete date will be provided to the grievant.

An employee may appeal the City Manager's decision by requesting a hearing before the City Council. Said request must be made in writing to the Personnel Office within seven (7) calendar days following receipt of the City Manager's decision. The matter will be placed on the Council agenda, either as a regular agenda item or as a special meeting.

DATED September , 2022

EMPLOYER

ASSOCIATION

Mayor, Ruth Pierce

Kyle Eldridge, President

City Manager, Travis P. Rothweiler

Daniel F. Gould, Vice President

Lane Barker, Secretary/Treasurer



Date: Monday, September 26, 2022
To: Honorable Mayor and City Council
From: Lee Glaesemann, Staff Engineer

ACTION ITEM

Request:

Request Approval of Resolution 2022-014 Authorizing the Mayor, City Manager, Deputy City Manager, Public Works Director, or City Engineer to sign applications, grant agreements and amendments, and other documents relating to the Wastewater Collection Facilities Planning Project.

Time Estimate:

5 minutes plus time for Q & A

Background:

The Idaho Department of Environmental Quality (DEQ) is offering grants to assist municipalities with the costs of Facility Planning. The grant money is being made available through the American Rescue Plan Act (ARPA). The City of Twin Falls has provided a Letter of Interest for grant consideration to DEQ and DEQ has informed the City that we are eligible for a wastewater planning grant. The grant application is due on September 30, 2022. The grant would cover up to 50% of the planning cost and would require a 50% match by the City. \$250,000 has been included in the 2021-22 Budget for a Wastewater Master Plan Update, which can be used for the City's match.

The grant application requires a signed engineering agreement for the planning work and a resolution by the City Council that designates who has the authority to sign grant related documents. The proposed resolution authorizes the Mayor, City Manager, Deputy City Manager, Public Works Director, or City Engineer to sign applications, funding agreements, and other documents relating to the Wastewater Collection Facilities Planning Project.

Approval Process:

A majority vote of the Council to approve the resolution.

Budget Impact:

The current 2021-22 budget includes \$250,000 for a Wastewater Collection Facility Plan update. Approval of the resolution would allow the City to apply for an ARPA grant that would cover up to 50% of the planning costs. A 50% match by the City would be met using the currently budgeted funds.

Regulatory Impact:

Wastewater Collection Facility Planning requirements are set forth in the Idaho Administrative Procedures Act - IDAPA 58.01.16.- Wastewater Rules. The current Wastewater Collection System Master Plan was completed in 2015 and an update is needed.

IDAPA 58.01.22 includes Rules for Administration of Planning Grants for Drinking Water and Wastewater Facilities.

History:

n/a

Analysis:

n/a

Conclusion:

Staff recommends approval of the resolution.

Attachments:

1. SRF-03 - Twin Falls Authorizing Resolution for Grant and Loans

State of Idaho
Department of Environmental Quality

AUTHORIZING RESOLUTION #2022-014
Attachment SRF-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS AUTHORIZING THE MAYOR, CITY MANAGER, DEPUTY CITY MANAGER, PUBLIC WORKS DIRECTOR, OR CITY ENGINEER TO SIGN ALL APPLICATIONS, FUNDING AGREEMENTS, AND OTHER DOCUMENTS RELATING TO WASTEWATER COLLECTION FACILITIES PLANNING PROJECT (PROJECT).

WHEREAS, the City of Twin Falls intends to develop a Planning Document for the City of Twin Falls Wastewater Collection System, such Project being necessary to determine the needs of the area for health, safety, and wellbeing of the people; and

WHEREAS, the Project is to be developed in accordance with the requirements in Idaho “Rules for Administration of Planning Grants for Drinking Water and Wastewater Facilities” (IDAPA 58.01.22), “Rules for Administration of Wastewater and Drinking Water Loan Funds” (IDAPA 58.01.12) and will set forth a Wastewater Collection Facilities Planning Document required to serve the needs of the area; and

WHEREAS, the costs of the Wastewater Collection Facilities Planning Document Project are eligible for state funding;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Twin Falls, Idaho, that the Mayor, City Manager, Deputy City Manager, Public Works Director, or City Engineer is/are duly authorized to sign applications, grant agreements and amendments, and other documents relating to the Wastewater Collection Facilities Planning Project.

Passed and adopted by the City Council of the City of Twin Falls on the 26th day of September, 2022.

By the following votes:

AYES: _____

NAYS: _____

ATTESTED BY:

Administrative Assistant

Mayor



Date: Monday, September 26, 2022
To: Honorable Mayor and City Council
From: Lee Glaesemann, Staff Engineer

ACTION ITEM

Request:

Request Approval of Wastewater Collection System Master Plan Update Contract with JUB Engineers and Authorize the Mayor to sign the contract.

Time Estimate:

10 Minutes plus time for Q & A

Background:

The City of Twin Falls owns and operates a wastewater collection system consisting of over 250 miles of piping that serves a population of approximately 52,000 people in Twin Falls and 4,600 people in Kimberly, as well as the airport and several large industries.

The existing Collection System Master Plan and hydraulic sewer model were last updated in 2015 by JUB Engineers. Since then, the City has experienced significant residential, commercial, and industrial growth. This rapid growth has necessitated an update to the City's Wastewater Collection System Model and Master Plan to evaluate the current capacity of the existing system and to identify the improvements needed to accommodate future growth.

The current budget includes \$250,000 for the Master Plan Update. \$60,000 of the current budget has been previously obligated for flow monitoring work that was conducted last Spring.

An American Rescue Plan Act (ARPA) grant administered by the Idaho Department of Environmental Quality (DEQ) is available to cover up to 50% of the Facility Planning project. The total cost of the planning project is \$350,000, which includes \$60,000 of necessary work previously performed for the project. We are working with DEQ to see if the \$60,000 is eligible to be used as part of the City's 50% grant match, but DEQ has not yet determined if it is.

If the match is eligible, then the eligible cost would be \$350,000 split between the City and the grant, or \$175,000 each.

If the match is not eligible, then the eligible cost would be \$290,000 split between the City and the Grant, or \$145,000 each. In this case, the total obligation by the City would be \$145,000 plus the \$60,000 previously obligated or \$205,000 total.

Either scenario is within the City's budgeted amount of \$250,000.

Staff has worked with JUB Engineers to develop a scope and agreement for the necessary Facility Planning work and the administration of the ARPA grant. The signed professional services contract is required to be submitted with the ARPA grant application. It is not anticipated that the grant will not be awarded to the City, but if it is not awarded, the contract includes language requiring the scope be renegotiated to fit within the City's budgeted \$250,000.

Approval Process:

A majority vote of the Council.

Budget Impact:

The current 2021-22 budget includes \$250,000 for the Master Plan update. Of that amount, \$60,000 has been utilized for flow monitoring, which took place last spring.

Regulatory Impact:

Wastewater Collection Facility Planning requirements are set forth in the Idaho Administrative Procedures Act - IDAPA 58.01.16.- Wastewater Rules. The current Wastewater Collection System Master Plan was completed in 2015 and an update is needed.

IDAPA 58.01.22 includes Rules for Administration of Planning Grants for Drinking Water and Wastewater Facilities.

JUB Engineers was previously selected and awarded the contract to perform the 2015 Collection System Master Plan update in accordance with Idaho Statute 67-2320 - Professional Service Contracts with Design Professionals. The new update to the Collection System Master Plan builds off of the work previously performed by JUB Engineers and the Statute allows for the award of a new professional services contract for work associated with their previous contract.

History:

n/a

Analysis:

n/a

Conclusion:

Staff recommends approval of the Wastewater Collection System Master Plan Update contract with JUB Engineers and Authorize the Mayor to sign the contract.

Attachments:

1. 2022-09-16 TF_Sewer_MP_Contract



J-U-B ENGINEERS, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 60-22-085
J-U-B Project Manager: MLH

This Agreement entered into and effective this 16 day of September 2022, between City of Twin Falls, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: update their Wastewater Collection System Master Plan hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>Lee Glaesemann, P.E.</u>	Work telephone	<u>208-735-7253</u>
	Address	<u>203 Main Avenue East</u>	Home/cell phone	<u></u>
		<u>Twin Falls, Idaho 83301</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>lglaesemann@tfid.org</u>

For J-U-B:

1.	Name	<u>Mark Holtzen, P.E.</u>	Work telephone	<u>208-733-2414</u>
	Address	<u>2114 Village Park Avenue, Suite 100</u>	Cell phone	<u>208-308-4681</u>
		<u>Twin Falls, Idaho 83301</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>mholtzen@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: City of Twin Falls Wastewater Collection System Master Plan Update

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:

J-U-B ENGINEERS, Inc.:
2114 Village Park Avenue, Suite 100

NAME

STREET

STREET

Twin Falls, Idaho 83301

CITY / STATE / ZIP CODE

CITY / STATE / ZIP CODE

Mark Holtzen

BY (Signature)

BY (Signature)

Mark Holtzen, P.E. / Area Manager

NAME / TITLE

NAME / TITLE

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

- ☒ **Attachment 1** – Scope of Services, Schedule, and Basis of Fee
- ☒ **Attachment 2** – Special Provisions
- ☐ **Standard Exhibit A** – Construction Phase Services

ADDITIONAL NAME / TITLE

REV: 5/20

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc.

TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

NOTE on Coronavirus: The contractor and contractor's COVID-19 Site Supervisor are responsible for full monitoring, compliance, and enforcement of the contractor's plan. J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

If **Standard Exhibit A – Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B shall provide certificates evidencing insurance coverage at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors,

consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

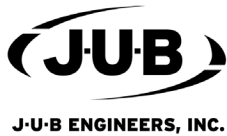
SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Wastewater Collection System Master Plan Update

CLIENT: City of Twin Falls, ID

J-U-B PROJECT NUMBER: 60-22-085

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

☒ **AGREEMENT DATED: 6/27/2022; or**

☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED: Click or tap to enter a date.**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of Twin Falls owns and operates a wastewater collection system that serves a population of approximately 52,000 people, approximately 4,600 customers in City of Kimberly, and several large industries. The existing sewer model and master plan were last updated in 2015. Since then, the City has experienced significant residential, commercial, and industrial growth throughout the community. This rapid growth has necessitated an update to the Wastewater Collection System Model and Master Plan ("Master Plan") to evaluate the current capacity of the existing system and to identify the improvements needed to accommodate future growth.

This project will update the hydraulic model of the collection system, including the Existing, Committed, and Master Plan models. Modeling assumptions, land use designations and unit flows will be updated. Flow monitoring will also be completed to augment the flow monitoring performed in 2018.

The updated Master Plan will provide the conceptual layout of the sewer trunk lines 10-inch and larger required to serve the City's sewer service area. A Capital Improvement Plan (CIP) will be developed to provide a prioritization for capital improvement projects based on the results of the system analysis and the growth projections.

The Master Plan will be partially funded through the Idaho Department of Environmental Quality (IDEQ) Drinking Water State Revolving Fund (SRF) Planning Grant Program. As such, the Master Plan will be prepared in general accordance with SRF Planning Grant Program. The Master Plan will be a stand-alone report. An Environmental Information Document (EID) will not be prepared under this Scope of Services.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 100: Project Management and Meetings

1. Subtask 101: Project Management

- a. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.

- b. Coordinate quality assurance / quality control (QA/QC) processes.
- c. Communicate and coordinate J-U-B team activities.
- d. Regularly monitor project status, budget, and schedule.
- e. During periods of project activity, provide a regular report to CLIENT on project status, budget, and schedule.
- f. Provide a monthly invoice including budget status.
- g. Assist CLIENT with preparation of the IDEQ SRF Planning Grant application.
- h. Administration of the IDEQ SRF Planning Grant.

2. **Subtask 102: Meetings**

- a. Attend the following meetings throughout the duration of the project:
 - i. Data collection and model assumption review meeting.
 - ii. Model update and analysis review meeting.
 - iii. CIP review meeting.
 - iv. Draft Chapters 1-3 review meeting.
 - v. Draft Chapters 4-6 review meeting.
 - vi. Draft Master Plan Report (Chapters 1-8 and Executive Summary) review meeting.
 - vii. Presentation at City Council meeting to comply with IDEQ SRF Planning Grant Program.

3. **Subtask 103: QC Reviews**

- a. Conduct internal reviews at the following milestones for quality control and assurance:
 - i. Draft Chapters 1-3.
 - ii. Draft Chapters 4-6.
 - iii. Draft Master Plan Report– Chapters 1-8 and Executive Summary.

4. **Subtask 104: Project Closeout**

- a. Archive paper and electronic files and records.
- b. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
- c. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.

B. Task 200: Data Collection and Model Assumptions

1. **Subtask 201: Data Collection**

- a. Obtain and review updated GIS and AutoCAD files from the CLIENT for all sewer lines, including rim and invert elevations.
- b. Obtain and review existing lift station pump curves, operational set points, and record drawings.
- c. Obtain, review, and summarize flow data from the wastewater treatment plant (WWTP) influent from 2019 through 2022.
- d. Obtain, review, and summarize flow data from permitted industrial dischargers and Hankins Lift Station for April and May 2022.
- e. Obtain the most recent industrial user discharge permits, including current and future permit limits.
- f. Obtain, review, and summarize wintertime (i.e., December through February) water meter data from Utility Billing from 2021 through 2022 for use in updating existing sanitary flows and unit flows for various land use categories.
- g. Obtain and review updated GIS shapefiles for parcels, zoning, and land uses.
- h. Assumptions:

- i. CLIENT will provide GIS and AutoCAD files, information on the existing lift station, flow meter data (MS Excel spreadsheets), and water meter data (MS Excel spreadsheets) as described in this Subtask.
 - ii. Previously measured sewer flow monitoring data from 2019 and 2022 will be used for the analysis.
- 2. **Subtask 202: Demographics and Land Use**
 - a. Review and verify the master plan sewer service area boundary with the CLIENT.
 - b. Evaluate populations and sewer availability for the existing service area. Utilizing the existing sewer model, utility billing data, and Twin Falls County GIS parcel data, determine parcels where sewer is available, parcels that are connected to the sewer, developed parcels not connected to the sewer, undeveloped parcels, and associated populations.
 - c. Compare current densities to Comprehensive Plan densities and establish future land use densities for use in the Master Plan.
 - d. Assumptions:
 - i. Land use densities and assumptions, as well as population growth projections, from the ongoing Water System Facilities Plan update will be used for this project.
- 3. **Subtask 203: Model Assumptions**
 - a. Review, update, and summarize the modeling assumptions to be used in the hydraulic model.
- 4. **Subtask 204: IDEQ SRF Planning Grant Information**
 - a. To comply with IDEQ's SRF program requirements, provide a description of the existing environmental conditions in the planning area, including:
 - i. Physiography, topography, geology, and soils.
 - ii. Surface and groundwater hydrology.
 - iii. Flora, fauna, and natural communities.
 - iv. Housing, industrial, and commercial development.
 - v. Cultural resources.
 - vi. Utility use.
 - vii. Wetlands and floodplains.
 - viii. Wild and scenic rivers
 - ix. Existing drinking water systems in planning area.
 - x. Public health.
 - xi. Important farmland protection.
 - xii. Proximity to sole source aquifers.
 - xiii. Land use and development.
 - xiv. Environmental justice.
 - b. Obtain information on CLIENT user charge rates, sewer use ordinance, and O&M budget.
 - c. Obtain operator certifications.

C. Task 300: Model Update and Analysis

- 1. **Subtask 301: Existing Model Scenario Update**
 - a. Existing System Layer Update
 - i. Using GIS and/or AutoCAD information provided by the CLIENT (sewer lines and manholes), update rim elevations, invert elevations, and pipe sizes in the model collection system layer. Rim and invert source information will also be maintained in the system layer. The collection system layer will be updated with the best available data for trunk lines $\geq$ 10-inches in diameter. Pipes smaller than 10-inch in diameter will be considered non-critical, but those in the existing GIS layer will be included in the model to facilitate flow routing.
 - ii. Identify critical information gaps ($\geq$ 10-inches) that require field survey or record drawing information. Provide a list of needed record drawings and/or needed survey information to the CLIENT.

- iii. Discrepancies, missing data, and questions on rim and invert elevations will be discussed with the CLIENT and resolved with one of the following: field survey by CLIENT staff, record drawings, straight grading, or interpolation.
 - iv. Non-critical information gaps (<10 inches) in rim and invert data will be approximated in the model using straight grading or interpolation.
 - v. Based on record drawings or field survey information provided by the CLIENT, add information to the collection system layer
 - b. Existing Flow Generation Layer Update
 - i. Update existing land use layer using parcel characteristics found in the CLIENT and county GIS parcel data.
 - ii. Develop existing sanitary flows by analyzing average winter water meter data from each customer.
 - iii. Summarize unit flows for each land use type for use in future model scenarios.
 - c. Update Existing Model Scenario
 - i. Load the updated layers and parameters into the new model, including the collection system layer, sanitary flows, and infiltration/inflow parameters.
 - ii. Develop the following modeling scenarios:
 - (a) Calibration – Peak infiltration (if applicable), inflow event (if data is available), sanitary flows.
 - (b) Existing Model – Peak infiltration (if applicable), design inflow event, existing sanitary flows.
 - iii. Run the model for each scenario and resolve any errors, inconsistencies, or issues identified.
 - d. Model Calibration
 - i. Calibrate the model for the dry weather scenario using flow monitoring data.
 - ii. Calibrate the model for the wet weather scenario using the flow monitoring data, assuming a rainfall event(s) were significant during the monitoring period.
 - iii. Update seasonal infiltration assumptions for each major sewer basin in the system based on WWTP flow data. Calibration will identify the peak seasonal infiltration in each basin and confirm diurnal curves used in the model.
 - e. Existing Model Scenario Capacity Analysis
 - i. Add the design storm for use in Existing Model scenario analysis.
 - ii. Analyze the model for the Existing Model scenario.
 - iii. Identify collection system bottlenecks or trunk lines showing stress with respect to recommended design parameters in the existing collection system for existing flows.
 - iv. Summarize flows into existing lift stations and the remaining pumping capacity.
 - f. Assumptions:
 - i. None.
2. **Subtask 302: Committed Model Scenario Update**
- a. Committed Flow Generation Layer Update
 - i. Update the committed flow layer that represents the area and flow the CLIENT has committed to serve, including vacant parcels, redevelopment, and infill areas, committed developments, and committed industrial/commercial flows.
 - ii. Unit flows for various land uses developed for the Existing Model scenario will be used to estimate committed flows.
 - iii. Update the development list based on CLIENT direction and update the committed flow layer.
 - iv. Develop the associated infiltration/inflow flows for the committed flow layer. Infiltration/inflow values from the calibration will be applied to similar areas nearby.

- b. Update Committed Model Scenario
 - i. Load the updated layers and parameters into the model.
 - ii. Develop the following modeling scenario:
 - (a) Committed Model – Peak infiltration, design inflow event, committed sanitary flows.
 - iii. Run the model for the Committed Model scenario and resolve any errors, inconsistencies, or issues identified.
 - c. Committed Model Scenario Capacity Analysis
 - i. Analyze the model for the committed scenario.
 - ii. Identify collection system bottlenecks or trunks showing stress with respect to recommended design parameters in the existing collection system for committed flows.
 - iii. Summarize committed flows into existing lift stations and the remaining pumping capacity.
 - d. Assumptions:
 - i. A parcel is included in the Committed Model based on direction from the CLIENT.
3. **Subtask 303: Master Plan Model Scenario Update**
- a. Master Plan Collection System Layer Update
 - i. Update conceptual horizontal and vertical alignments, as well as pipe size, for future trunk lines 10-inch and larger in diameter required to serve the CLIENT's master planning sewer service boundary.
 - ii. Incorporate any current CLIENT capital improvement projects.
 - iii. Examine current master plan routes for general constructability and improved routing efficiencies.
 - b. Master Plan Service Area Layer Update
 - i. Update master plan service areas and injection points that define how an area is provided sewer service.
 - c. Master Plan Flow Generation Layer Update
 - i. Update future land use type assignments to each parcel in the CLIENT's Impact Area using the current Comprehensive Plan and Land Use Plan.
 - ii. Unit flows for various land uses developed from the Existing Model scenario will be used to estimate master plan flows.
 - iii. Densities developed during the demographic analysis will also be utilized.
 - iv. Existing and committed flows will be maintained as developed in the existing and committed model scenarios.
 - v. Update the master plan infiltration/inflow flow layer based on the new model calibration. Infiltration/inflow values from the calibration will be applied to similar areas nearby.
 - d. Update Master Plan Model Scenario
 - i. Load the updated layers and parameters into the model.
 - ii. Develop the following modeling scenarios:
 - (a) Master Plan Model – Peak infiltration, design inflow event, master plan sanitary flows.
 - iii. Run the model for each scenario and resolve any errors, inconsistencies, or issues identified.
 - e. Master Plan Model Scenario Capacity Analysis
 - i. Analyze the model for the master plan scenario.
 - ii. Identify collection system bottlenecks or trunks showing stress with respect to recommended design parameters in the existing collection system for master plan flows.
 - iii. Summarize master plan flows into existing lift stations and the remaining pumping capacity.

- iv. Compare model results to the 2015 Master Plan. Highlight and discuss any significant differences.
- f. Assumptions:
 - i. Any necessary field survey to confirm vertical alignment of drain/creek flow lines where master plan sewer crossings are proposed will be additional services.

D. Task 400: Capital Improvement Plan

1. Subtask 401: Capital Improvement Plan

- a. Develop potential capital improvement projects to address the bottlenecks and capacity problems identified in the Existing, Committed, and Master Plan model analyses.
- b. Coordinate with CLIENT to determine prioritization criteria for capital improvements.
- c. Review the potential capital improvements with the CLIENT and select/prioritize the preferred improvements based on the prioritization criteria and needs.
- d. Review annual goals for replacement and rehabilitation projects.
- e. Prepare planning level opinion of probable capital and O&M costs for each of the preferred capital improvements and update preliminary unit costs for future replacement and rehabilitation projects.
- f. Develop a CIP that summarizes needed capital improvement projects, replacement and rehabilitation projects, and associated costs.
- g. Develop an implementation schedule for the CIP, including potential phasing options, if necessary.
- h. Evaluate the current budget versus needs outlined in the CIP.
- i. Assumptions:
 - i. CLIENT will provide yearly programmed budget amounts for replacement and rehabilitation projects.

2. Subtask 402: Model Analysis of CIP

- a. Develop and run a model scenario that contains the preferred CIP projects to confirm the capacity problems have been resolved.

E. Task 500: Master Plan Report

1. Subtask 501: Chapters 1 through 3

- a. Prepare a draft of Chapters 1 through 3 of the Master Plan report:
 - i. 1 – Introduction and Background
 - ii. 2 – Existing System Summary
 - iii. 3 – Existing Model
- b. Figures associated with these chapters may include, but are not limited to, maps of the service area, existing land use designations, existing collection system pipe size, existing reserve capacity, and existing depth over diameter.
- c. Modeling assumptions and model calibration documents are anticipated to be included as appendices.
- d. Address comments received through internal QC and CLIENT review of Chapters 1 through 3 of the Master Plan report. Revise as necessary.
- e. Assumptions:
 - i. CLIENT will provide on-going review of J-U-B's work within a time acceptable to the CLIENT and J-U-B.
- f. Deliverables:
 - i. Draft Master Plan Report, Chapters 1 through 3 – one electronic PDF copy and three hardcopies to CLIENT.

2. **Subtask 502: Chapters 4 through 6**

- a. Prepare a draft of Chapters 4 through 6 of the Master Plan report:
 - i. 4 – Demographics
 - ii. 5 – Committed Model
 - iii. 6 – Master Plan Model
- b. Figures associated with these chapters may include, but are not limited to, maps of the committed model service area, future land use designations, committed model reserve capacity of existing pipes, committed model depth over diameter and reserve capacity of existing pipes, master plan collection system pipe size, and master plan depth over diameter and reserve capacity of existing pipes.
- c. Address comments received through internal QC and City review of Chapters 4 through 6 of the Master Plan report. Revise as necessary.
- d. Assumptions:
 - i. CLIENT will provide on-going review of J-U-B's work within a time acceptable to the CLIENT and J-U-B.
- e. Deliverables:
 - i. Draft Master Plan Report, Chapters 4 through 6 – one electronic PDF copy and three hardcopies to CLIENT.

3. **Subtask 503: Final Master Plan Report and DEQ Approval**

- a. Prepare a draft of Chapters 7 and 8 and the Executive Summary of the Master Plan document:
 - i. 7 – Capital Improvement Plan
 - ii. 8 – Summary
 - iii. Executive Summary
- b. Combine with previously completed Chapters 1 through 6. Assimilate into one document including all figures and appendices.
- c. Address comments received through internal QC and CLIENT review of the draft Master Plan Report. Revise as necessary.
- d. Submit final Master Plan Report to DEQ for review and approval.
- e. Address comments received from DEQ. Revise and re-submit to CLIENT and DEQ as necessary.
- f. Assumptions:
 - i. CLIENT will provide on-going review of J-U-B's work within a time acceptable to the CLIENT and J-U-B.
- g. Deliverables:
 - i. Draft Master Plan Report, Chapters 1 through 8 and Executive Summary – one electronic PDF copy and three hardcopies to CLIENT.
 - ii. Final Master Plan Report – one electronic PDF copy to DEQ.
 - iii. Final DEQ-Approved Master Plan Report – one electronic PDF copy and five hardcopies to CLIENT.
 - iv. GIS shapefiles containing master plan and model results.

F. **Task 600: Management Reserve Fund**

1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that are necessary or reasonable for the planning document that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
2. J-U-B will not exceed the pre-authorized amount without CLIENT approval.

G. Task 700: Sewer Flow Monitoring (completed under Project No. 60-22-033)

1. Mobilize, install, calibrate, and check sewer flow monitoring equipment at eight (8) locations in the wastewater collection system.
2. Remove the flow monitoring equipment. Demobilize, decontaminate, and ship equipment back to supplier.
3. Download, review, and analyze the data from the flow monitors.
4. Obtain, review, and analyze hourly flow data, if available, from CLIENT (in Microsoft Excel spreadsheets) for the duration of the flow monitoring period from the following locations:
 - a. WWTP, Rock Creek Lift Station, Independent Meat Lift Station, Jayco Lift Station, and City of Kimberly.
5. If a rain event occurs during the flow monitoring period, obtain and compile rainfall data from CLIENT and/or publicly available weather stations to relate rainfall to inflow at the WWTP and flow monitoring locations.
6. Prepare a technical memorandum summarizing the result of the sewer flow monitoring.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Provide GIS and AutoCAD files, information on the existing lift station, flow meter data (MS Excel spreadsheets), record drawings, and water meter data (MS Excel spreadsheets) as described in the Scope.
 2. Provide necessary personnel to assist with installation and removal of the flow monitoring equipment and to provide traffic control.
 3. Provide field reviews and/or surveys of discrepancies or gaps in the existing collection system information and/or to confirm vertical alignment of drain/creek flow lines where master plan sewer crossings are proposed.
 4. A list of expired or other plats that should not be included in the committed model.
 5. Provide yearly programmed budget amounts for replacement and rehabilitation projects.
 6. provide on-going review of J-U-B's work within a time acceptable to the CLIENT and J-U-B.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Condition and capacity assessment of existing lift stations.
 2. Condition assessment of existing sewer trunk lines.
 3. Topographic survey of existing manholes, including rim and invert elevations.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
 2. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.

3. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Services

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

- C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.

- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

1. If IDEQ does not award the SRF Planning Grant and/or the CLIENT elects not to accept the SRF Planning Grant, the fees will be renegotiated to fit within the CLIENT's budget.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
100	Project Management	Lump Sum	\$36,700	Concurrent with work progress
200	Data Collection and Model Assumptions	Lump Sum	\$21,100	Draft for CLIENT review 3 months after executed contract, notice to proceed, CLIENT acceptance of DEQ SRF grant award, and receipt of all required data
300	Model Update and Analysis	Lump Sum	\$139,000	Draft for CLIENT review 4 months after completion of Task 200
400	Capital Improvement Plan	Lump Sum	\$44,200	Draft for CLIENT review 2 months after completion of Task 300
500	Master Plan Report	Lump Sum	\$31,000	Draft for CLIENT review 3 months after completion of Task 400
600	Management Reserve Fund	To Be Determined (Estimated Amount Shown)	\$18,000	As mutually agreed to by CLIENT and J-U-B
Sub-Total Facilities Plan:			\$290,000	
700	Sewer Flow Monitoring	Lump Sum	\$60,000 ^A	Completed in April-May 2022
Sub-Total Sewer Flow Monitoring			\$60,000^A	
Total Project:			\$350,000	

- A. The sewer flow monitoring work has already been completed under a separate contract (Project No. 60-22-033) will not be billed to the CLIENT under this contract. The amount of the flow

monitoring task has been included to summarize the full project amount for the DEQ SRF planning grant.

NOTE on Coronavirus and Schedule: J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control.

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

R&D: Yes

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Sewer/Wastewater Collection/Disposal (S04)
2. Planning (P05)



J-U-B ENGINEERS, INC.

**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 2 – Special Provisions

The TERMS AND CONDITIONS of the Agreement for Professional Services are amended to include the following Special Provisions:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

SPECIAL PROVISIONS

AGREEMENT FOR PROFESSIONAL SERVICES

Reuse of Documents:

Delete the 2nd paragraph in its entirety.

Times of Payment:

Revise the 2nd sentence in the 1st paragraph to read "If CLIENT fails to make any payment in full within forty-five (45) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said forty-fifth day or at the maximum interest rate allowed by law, whichever is less."

Termination:

Delete: "...the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work."



Date: Monday, September 26, 2022
To: Honorable Mayor and City Council
From: Shayne Nope, City Attorney

ACTION ITEM

Request:

Request to dispense the reading rules required to pass an ordinance and approve Ordinance 2022-020, authorizing the transfer of real property to the Urban Renewal Agency.

Time Estimate:

10-15 Minutes

Background:

The City owns several parking lots that provide public parking for downtown visitors, employees, and businesses. The parking lot located at the northwest corner of 2nd Avenue South and Hansen Street South is one of those public parking lots, commonly referred to as the "Red Lot." It is located across the alley from the 160 Main Ave building currently under construction.

On April 27, 2020, Mitch Humble brought a request to the Council to transfer City property to the URA to add to the downtown redevelopment plan, allowing the URA to include the property in the redevelopment agreement with a developer. Generally, the plan included building a parking structure on the Red Lot that would maintain the current public parking, while adding more parking for use of the redevelopment project. Before the council could make a decision on the transfer a public hearing was required by state law.

Notice of the council's intent to transfer the property and host a public hearing was appropriately published in the Times New on April 9, 2020. The public hearing was held on April 27, 2020 after Mitch Humble presented the request. No public comment was received. The council discussed consideration for the property, then a motion to approve the transfer was made and all seven members of the council voted in favor of the transfer.

After further discussions with the URA and developer, and in consideration for the transferred property, the parties have agreed that 100 parking spaces will be dedicated to public parking, thus adding 50 more public parking spaces.

Idaho State Code requires that the property be transferred to the URA via an Ordinance (See IC 50-1403(4)). Tonight, the Council is tasked with approving Ordinance 2022-020, authorizing the transfer of property and authorizing the mayor to sign a deed effectuating the transfer.

Approval Process:

Ordinance Approval Process

Idaho Code requires that an ordinance be read on three separate days prior to its passage. Two of the readings can be satisfied by reading the title only. Further, Idaho Code allows the reading rules to be dispensed if "one half (1/2) plus one (1) of the members of the full council" authorize the action. Should the council wish to approve the ordinance this evening a motion to dispense with the rules would have to be approved by five or more council members, prior to a vote on the passage of the ordinance.

(Suggested motion language if dispensing the rules: *I move that we dispense with the reading rules and place Ordinance 2022-020 on third and final reading by title only.*)

If five or more council members approve dispensing with the rules.

(Suggested motion on approval of Ordinance 2022-020: *I move that we approve Ordinance 2022-020 as presented.*)

Budget Impact:

None

Regulatory Impact:

None

History:

Analysis:

Conclusion:

I recommend the council dispenses with the reading rules and approves Ordinance 2022-020 allowing the development to move forward and creating 50 additional public parking spaces as part of the redevelopment plan.

Attachments:

1. Ordinance 2022-020 (1)

ORDINANCE NO. 2022-020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AUTHORIZING THE TRANSFER OR CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY TO A TAX SUPPORTED GOVERNMENTAL UNIT, AS PROVIDED BY IDAHO CODE §50-1403(4).

WHEREAS, The City of Twin Falls owns certain real property, below described; and,

WHEREAS, The Urban Renewal Agency of the City of Twin Falls, wishes to acquire the subject property to aid its economic development efforts; and,

WHEREAS, a public hearing was held on April 27, 2020 wherein the City Council voted to transfer the subject property to the URA.

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

That the City Council hereby determines that it will be in the City's best interest to transfer or convey its interest in the following described real property to the Urban Renewal Agency of the City of Twin Falls, Idaho, upon terms and conditions to be agreed to between the parties, including the dedication of one hundred (100) public parking spaces:

Lot 25, Block 103, Except the Northwesterly one foot thereof lying contiguous to the line between said Lot 24 and Lot 25, TWIN FALLS TOWNSITE, Twin Falls County, Idaho, according to the final and amended plat thereof recorded in Book 1 of Plats, page 7, records of Twin Falls County, Idaho.

AND

Lots 26, 27, 28, 29, 30, 31 and 32, Block 103, TWIN FALLS TOWNSITE, Twin Falls County, Idaho, according to the final and amended plat thereof recorded in Book 1 of Plats, page 7, records of Twin Falls County, Idaho.

Further, the City Council hereby authorizes the Mayor to sign a deed effectuating this transfer.

PASSED BY THE CITY COUNCIL, _____.

SIGNED BY THE MAYOR, _____.

MAYOR

ATTEST:

DEPUTY CITY CLERK

PUBLISHED: _____