



Twin Falls City Council Agenda

Monday, November 18, 2024, 5:00 PM

Council Chambers
203 Main Avenue East Twin Falls, Idaho

Members: Mayor Ruth Pierce, Vice Mayor Jason Brown, Council Members Craig Hawkins, Spencer Cutler, Christopher Reid, Grayson Stone, Cherie Vollmer

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) PROCLAMATIONS
 - a) **PRESENTATION:** Small Business Saturday, November 30, 2024.
- 4) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve City Council 2024 November 12, Minutes.
By: Amy Luna, Deputy City Clerk
 - b) **ACTION ITEM:** Request to approve Accounts Payable for November 6 thru November 12, 2024
By: Amy Luna, Deputy City Clerk
 - c) **ACTION ITEM:** Request to approve November 13, 2024, Travel Requests By: Amy Luna, Deputy City Clerk
 - d) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing **Canyon Rim Townhomes Subdivision.**
By: Troy Vitek, City Engineer
 - e) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing **Gemini Business Park.**
By: Troy Vitek, City Engineer
 - f) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing **Perrine Point Subdivision (Phases 9, 10, & 11).**
By: Troy Vitek, City Engineer
- 5) ITEMS OF CONSIDERATION
 - a) **ACTION ITEM:** Request to confirm the mayoral appointment of Sherry Olsen-Frank to the Airport Advisory Board.
By: Bill Carberry, Airport Manager
 - b) **ACTION ITEM:** Request to adopt ordinance #2024-013 for Zoning Development Agreement on property located at 1607 Washington Street South.
By: Jonathan Spendlove, Planning and Zoning Director
- 6) GENERAL PUBLIC INPUT
- 7) ADVISORY BOARD REPORT/ANNOUNCEMENTS
- 8) PUBLIC HEARINGS
 - a) **ACTION ITEM:** Request to approve a Zoning District Change from R-6 to C-1 on property located on the south side of the 1900 block of 4th Avenue East. c/o Ajia, LLC on behalf of Perrine Investments, LLC (PZ24-0094).
By: Kelli Ebersole, City Planner
 - b) **ACTION ITEM:** Request to approve a Zoning District Change from C-1 PUD to C-1 on property located on the north side of the 2000 block of Pole Line Road East (Entirety of Pillar Falls Plaza Subdivision). c/o Greg Elmore on behalf of Dirk Reitsma (PZ24-0095).
By: William Klaver, Senior City Planner
- 9) EXECUTIVE SESSION
- 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:
 - a. Wait to be recognized by the Mayor or Chairman.
 - b. Approach the microphone/podium.
 - c. State their name, and whether they are a resident or property owner of the City of Twin Falls and proceed with their input.
2. All public input will be limited to two (2) minutes. Individuals are not permitted to give their time to otherspeakers.
3. All presenters shall remain respectful.

Public input will not be about any of the items that were on this agenda, personnel, or a personnel-related issue. All issues involving City personnel should be directly communicated with the mayor and/or the City Manager.

Anyone failing to follow these rules will be provided with one (1) warning. Should the speaker continue to disregard these rules after the warning, will have the microphone muted and they will be asked to return to their seats.

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 PublicTestimony.
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

Office of the Mayor
The City of Twin Falls, Idaho

Proclamation

Small Business Saturday, November 30, 2024

WHEREAS, the City of Twin Falls, Idaho, celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are 32.5 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62% of net new jobs created since 1995, and small businesses employ 46.8% of the employees in the private sector in the United States, and

WHEREAS 79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday®, 70% report the day makes them want to encourage others to Shop Small, independently owned retailers, and 66% report that the day makes them want to Shop Small all year long; and

WHEREAS 58% of shoppers reported they shopped online with a small business and 54% reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021; and

WHEREAS, the City of Twin Falls, Idaho supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I Ruth Pierce, Mayor of the City of Twin Falls, do hereby proclaim **November 30, 2024, as**

SMALL BUSINESS SATURDAY

AND urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

In witness whereof we have hereunto set
our hand and caused this seal to be affixed
this 18th day of November.

Ruth Pierce, Mayor
City of Twin Falls

Amy Luna
Date: October 18, 2024



Twin Falls City Council Minutes

Tuesday, November 12, 2024, 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 Jason Brown, Council Members Craig Hawkins, Spencer Cutler, Cherie Vollmer & Grayson Stone.

Absent: Council Member Christopher Reid

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Gretchen Scott, City Attorney Bruce Castleton (via Teams), Economic Development Director Shawn Barigar, Administrative Assistant Rachael Long, Deputy City Clerk 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) CONSENT CALENDAR

MOTION: Council Member Hawkins moved to approve the Consent Calendar as presented. **Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- a) Request to approve City Council 2024 November 04, Minutes.
- b) Request to approve Accounts Payable for October 31 thru November 06, 2024.
- c) Request to approve November 06, 2024, Travel Requests.
- d) Request City Council approve the Special Event Permit for the organizers of the Candy Cane Lane on Main Avenue Market.

4) ADVISORY BOARD REPORT/ANNOUNCEMENTS

Council Member Hawkins spoke about the City Retreat.

Council Member Cutler gave an update on the library.

Council Member Vollmer gave an update on Vista Bonita Park.

5) GENERAL PUBLIC INPUT

6) WORK SESSION

- a) Presentation of draft charter for proposed Multi-Use Event Center Ad Hoc Committee.

Economic Development Director Barigar made a presentation of the draft charter for the proposed Multi-Use Event Center Ad Hoc Committee.

Discussion ensued on the following:

Mayor Pierce asked for some clarification.

- b) A discussion about the City's Special Event Permit process and possible changes to that process.

Deputy City Manager Humble led a discussion about the City's Special Event Permit process and possible changes to that process.

Discussion ensued on the following:

Title of the Events:

Vice Mayor Brown: Is the confusion internal or external?

Mayor Pierce: This might be an educational thing.

Use of Tiers:

P&R Director Davis: Gave some clarification on the Tier options.

Mayor Pierce: Spoke in favor of the Tiers

Council Member Vollmer: Spoke in favor of the Tiers.

Council Member Cutler: Spoke in favor of the Tiers. Are their exemptions for religious entities?

Council Member Stone: Asked about the "Extraordinary City Resources" upgrade. Spoke in favor of the Tiers.

Vice Mayor Brown: Spoke in favor of the Tiers. Have you looked at other tiers for smaller numbers?

Parks Personnel gave some clarification.

Vice Mayor Brown asked about the city's financial resource use.

Approval Authority:

Mayor Pierce: Spoke on why the City Council wants to be involved in the Special Event approvals. Suggested a calendar of notice that the council could see.

Council Member Stone: Suggested just a "Announcement" of those that have been approved.

Mayor Pierce: Asked about the appeal process.

Council Member Vollmer: Spoke in favor of allowing the Chief to approve the permits and having the appeals process with the Council.

Deputy City Manager Scott: Spoke about the liability component and running that through the City Attorney.

Vice Mayor Brown: Would like to NOT be caught off guard and maybe have tiers for the approvals as well.

Extraordinary City Resources: Recommendation: Yes, some of them (define which)

Mayor Pierce asked about charging a percentage. What is a common thread that we can build into our code?

Council Member Vollmer: Asked about using the tier system and charging accordingly. **Police Chief Kingsbury** spoke about the safety of special events. A lot more to the special events than there were a few years ago.

Vice Mayor Brown: Talked about tiers for the fees as well, and we need to decide which costs we need to recover.

Police Chief Kingbury talked about budgeting for overtime for certain events.

Pre-Approved Venues: Recommendation: Band Shell & Downtown Commons be pre- approved venues.

Mayor Pierce: asked for clarification.

Vice Mayor Brown: asked about exceptions.

Council Member Vollmer asked for clarification.

Council Member Stone asked for clarification on reservations.

Mayor Pierce asked, "Where do you draw the line"?

Council Member Vollmer asked if there are ways to make this easier?

Council Member Stone: Asked about tiers for different locations.

Application Timelines: Recommendation: 45 days for new Tier 2 and 3 events, 30 days for Tier 1 or repeat events.

Council Member Cutler: Spoke in favor of whatever timelines that the city staff needs. **Mayor Pierce:** Spoke about the timelines and the research that was put into it. Maybe we have a lot of education on our timelines.

Vice Mayor Brown: Spoke in favor of the strict timeline and allowing for repeat events. Would like to give the staff and citizens the best use of flexibility.

Liability Insurance:

Recommend increase to \$1,000,000

Application Fees:

Recommend: Raising the fees and possibly charging a cleaning/damage deposit.

Vice Mayor Brown: Yes to the tiered fees.

Council Member Stone: Asked about being in good standing before issuing another permit.

P&R Director Davis asked about possibly changing reservation fees along with the special event application fees.

Council Member Vollmer asked about a specific use of a venue.

Mayor Pierce spoke in favor of having good communication/education for any changes that we go with.

Council Member Stone: Asked about an effective date that is in the future.

7) ADJOURNMENT

The meeting adjourned at 06:28 PM.

Amy Luna, Deputy City Clerk

****If you wish to have a full accounting of this meeting, please listen to the recording that is located on our website. **** [Tfid.org](https://www.tfid.org)

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this 5 day of September, 2024, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and Fromley LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development canyon Rim Townhomes.

WHEREAS, Developer desires to develop said real property for the following purposes: Residential townhomes.

WHEREAS, the Developer is obligated to construct certain improvements pursuant to City Code Section 10-12-4.2, and;

WHEREAS, the Developer has committed to construct special features as part of the development, and;

WHEREAS, the City has certain policies, ordinances, rules and regulations governing the construction of public improvements, and;

WHEREAS, it is in the best interest of the City and Developer to clearly establish in one concise document the policies, ordinances, rules and regulations which apply to developments of the type contemplated herein.

WITNESSETH

That for and in consideration of the mutual promises, conditions, and covenants contained herein the parties agree as follows:

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service roads, excluding state highways, constructed under the terms of this Agreement in any public rights-of-way and which are presently within or subsequently annexed into the City limits. (2) To operate and

maintain all approved public water lines, public pressure irrigation lines, public storm drainage lines, and public sewer lines constructed under the terms of this Agreement in any public rights-of-way or public easements and to provide water, sewer, and pressure irrigation service to the Developer's real property, subject to all ordinances, rules and regulations governing sewer, water service, and pressure irrigation. (3) To maintain non-pressure irrigation lines only where they cross City streets. (4) Public Storm Water facilities will be located in an exclusive stormwater easement. All other maintenance of non-pressurized irrigation lines is the responsibility of the Twin Falls Canal Company or the property on which the utility resides.

II.

In lieu of the actual installation of required public improvements before recording of the final plat, the Council may permit the subdivider to provide a financial guarantee of performance in one (1) or a combination of the following arrangements for those requirements which are over and beyond the requirements of any other agency responsible for the administration, operation and maintenance of the applicable public improvement.

a. Surety Bond

1. Accrual - The Bond shall accrue to the City covering construction, operation and maintenance of the specific public improvement.
2. Amount - the bond shall be in an amount equal to one hundred twenty percent (120%) of the total estimated cost for completing construction, including engineering design, inspection, and oversight, of the specific public improvements, as estimated by the Developer's Engineer and approved by the City Engineer.
3. Term Length – The minimum term length shall be two (2) years or until the bond is released by the City, whichever is later.
4. Bonding for Surety Company - The bond shall be with a surety company authorized to do business in the State of Idaho, acceptable to the City Council.

b. Cash Deposit, Certified Check, Negotiable Bond, or Irrevocable Bank Letter of Credit.

1. Treasurer or Trust Company - A cash deposit or certified check shall be deposited by the City. After the improvements have been accepted, the funds will be reimbursed. A negotiable bond or an irrevocable bank letter of credit, shall be held by the City until the improvements are accepted.
 2. Dollar Value - The dollar value of the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be equal to one hundred twenty percent (120%) of the total estimated cost for completing construction, including engineering design, inspection, and oversight, of the specific public improvements, as estimated by the Developer's Engineer and approved by the City Engineer.
 3. Time - The time for the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be until all required improvements are completed and accepted by the City Engineer.
 4. Progressive Payment - In the case of cash deposits or certified checks, an agreement between the City and the subdivider may provide for progressive payment out of the cash deposit or reduction of the certified check, negotiable bond or irrevocable bank letter of credit, to the extent of the cost of the completed portion of the public improvement, in accordance with a previously entered into agreement.
- c. Trust Agreements.
1. Per the terms of the trust agreement.
 2. Trust agreement must be approved by City Council.

III.

Developer agrees to retain a Professional Engineer, hereinafter called the Developer's Engineer, licensed by the State of Idaho to perform the following minimum Engineering Services in accordance with Title 10 Chapter 12 Section 4-1 of the City Code:

- a. Prepare a master utility plan showing the location of all existing and proposed utility lines to include but not be limited to sewer, water, gas, electricity, telephone, irrigation, pressure irrigation, and storm sewer.

- b. Prepare detailed plans and specifications for construction of all improvements required by this Agreement and shall include but not be limited to a complete set of construction plans, including profiles, cross-sections, specifications, and other supporting data, for all required public streets, utilities and other facilities. Such construction plans shall be based on preliminary plans which have been approved with the preliminary plat and shall be prepared in conjunction with the final plat. Construction plans are subject to approval by the responsible public agencies. All construction plans shall be prepared in accordance with the public agencies' standards and specifications. If improvements are not completed within two (2) years, the Developer shall provide an updated, current version of the updated plans and specifications to current city standards. The Developer may request one extension of the approvals previously given for another two (2) years.
- c. Engineer of record shall hold a pre-construction meeting, including the City Engineering Department, design engineer and contractor. Engineer of record will notify the City in writing of schedule before construction begins.
- d. Perform construction surveying, staking, testing, inspection and administer the construction of all facilities required by this contract.
- e. Submit all test reports, inspection reports, request for change orders and construction diaries to the City Engineering department every week during the construction of the development or subdivision.
- g. Submit to the City Engineer As-builts for the City records showing any approved changes to the original plans and specifications. A 24" x 36" complete plan set (stamped & signed), a pdf, and an AutoCAD file of the plans shall be provided within thirty (30) days after completion of the project.
- h. The developer's engineer shall submit an Engineer's Check-off and certification form stating that the work has been constructed in conformance to the plans and specifications, and thereby certifying that improvements were constructed to the lines and grades shown.

The above work shall be subject to the approval of the City Engineer.

It shall be the responsibility of the Developer's Engineer or other certified individuals to provide all necessary quality control and required testing during construction. All tests shall be

taken at a frequency based upon Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the ISPWC.

The Developer agrees to: (1) allow the City full and complete access to the work (2) provide all materials necessary to conduct independent testing (3) supply all water necessary to test pipe joints and (4) provide the equipment and perform or have performed any testing of manufactured materials required by the City Engineer.

The Developer shall submit a letter identifying lots and blocks associated with construction phase to the City Engineer upon completion of the project, requesting that the City assume the responsibility for maintenance and operation of all public improvements as stated herein.

IV.

The Developer agrees to obtain a permit or letter of approval from the Twin Falls Highway District or the Idaho Transportation Department (ITD) prior to constructing improvements on their respective right-of-ways. The original or a certified copy of said permit or letter shall be submitted to the City Engineer prior to beginning of construction thereon.

V.

The Developer agrees to dedicate rights-of-way to the public for the development of all streets and alleys in accordance with the City Transportation Master Plan and to dedicate easements for the maintenance and operation of all public utilities. The size and location of said rights-of-way and easements shall be determined by the City Engineer.

VI.

The Developer and the City agree that the improvements listed herein are required unless specifically waived by action of the City Council and that said improvements will be constructed on any public rights-of-way or easements approved and accepted by the City Council all as designed by the Developer's Engineer and approved by the City Engineer and in accordance with standards established by the City Engineer and that all required improvements will be completed in a timely manner. If improvements are not completed within two (2) years, the Developer shall provide an updated, current version of the developer's agreement and financial guarantee for City Council consideration along with updated plans and specifications to current city standards. The Developer may request an extension of the approvals previously given for another two (2) years.

VII.

The Developer agrees to pay the total actual costs of all materials, labor and equipment necessary to completely construct all of the improvements required herein, except those costs specifically shown to be paid by the City and to construct or contract for the construction of such improvements.

VIII.

Developer agrees to pay the total extra cost of all additional materials, labor and equipment necessary to construct any streets the City requires to be wider or deeper than a standard street or any water, sewer lines, or pressure irrigation the City requires to be larger than the size required to properly serve the development. The requirement for wider and deeper streets shall be based on the Transportation Master Plan. Requirements for larger water, sewer and pressure irrigation lines shall be based on the citywide sewer, water, and pressure irrigation system sizing guidelines and based on modeling, if applicable.

IX.

The City shall provide no compensation for the cost of an oversize water, sewer line, and pressure irrigation. In the case of water, sewer, or pressure irrigation lines extended adjacent to or outside the limits of development, the Developer shall be eligible for payback from adjacent property owners pursuant to Ordinance No. 2979. The Developer shall also be eligible for compensation when a private developer extends or connects to any water, sewer, pressurized irrigation or street system previously installed by private developer, pursuant to Resolutions 2017-13.

X

Developer agrees to request in writing that the Developer's Engineers make the inspections required herein and the Developer or his Contractors shall not proceed with the next construction phase until the required inspections are complete and the work has been accepted by the Developer's Engineer and the City Engineer. All such inspections shall be scheduled in accordance with Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to ISPWC, as adopted at time of construction plan approval. The developer agrees to pay all costs resulting from: 1) his failure to properly schedule and request a required test or inspection or 2) proceeding with work before receiving approval to proceed. Developer agrees to remove or correct any rejected, unapproved or defective work or materials as required by the Developer's Engineer or the City Engineer. Any such defective work whether the result of poor workmanship, use of defective

materials, damage through carelessness or any other cause, shall be removed within ten (10) days after written notice is given by the Developer's Engineer or the City Engineer, and the work shall be re-executed by the Contractor at his expense. The fact that either Engineer may have previously overlooked such defective work or materials shall not be a basis for acceptance of any part of it.

The issuance or approval of plans, specifications and computations shall not be construed as an approval of any violation of any provisions of City code, specifications, standards, policy, or any other ordinance of the City. Approvals of plans that may violate City code, specifications or departmental policies will not be valid.

The approval of construction plans, specifications, and other data shall not prevent the City from thereafter requiring the correction of errors or omissions in said plans or specifications prior to or during actual construction or final acceptance by the City.

The Developer shall remove from all public property all temporary structures, rubbish, and waste materials resulting from their operation or caused by his employees.

The Developer shall guarantee all materials, workmanship and equipment furnished for a period of one (1) year from the date of written acceptance of the work by the City Engineer or authorized representative.

The Developer shall be responsible for any damage to any existing public improvements and shall repair or replace any such damage as required by the City Engineer, during or after completion of this project. The Developer's contractor shall apply for a Right-of-Way permit with a Traffic Control Plan to be approved by the City of Twin Falls prior to any road, lane, or sidewalk closures.

XI.

The City and the Developer agree to the following minimum for Required Improvements, City Costs, Required Inspections and any other improvements; which are approved or required by the City Council and shown on the approved construction plans.

PUBLIC WAYS

(a) Required Improvements

- (1) Curb, gutter and sidewalk on all public street rights-of-way.
- (2) A standard local street constructed on all public street rights-of-way serving residential use property.

- (3) Local and private streets shall be constructed as per the current standards, adopted at time of construction plan approval. These include City of Twin Falls Master Transportation plan, ISPWC and City of Twin Falls Revisions to ISPWC.
- (4) Minor and Major collector streets shall be constructed as per the current standards, adopted at time of construction plan approval. These include City of Twin Falls Master Transportation plan, ISPWC and City of Twin Falls Revisions to ISPWC.
- (5) Arterial typical sections will be designed by the developer's Engineer and approved by the City Engineer, with width determined on the Master Transportation Plan.
- (6) A sidewalk, per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the ISPWC, is required on all public pedestrian rights-of-way. Four foot (4') sidewalks, by special permission of the City Engineer, shall be constructed per ISPWC and the City of Twin Falls Revisions to the ISPWC for local streets under certain conditions.
- (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A portion of land eleven feet (11') in depth behind the back of curb will be dedicated as part of any residential development adjacent to arterial and collector streets as Right-of-Way. Within that Right-of-Way the developer shall install a landscape strip with a sprinkler system to the City of Twin Falls Parks and Recreation standards and shall also install a sidewalk to current adopted standards. The landscaping will be maintained by the city and funded through a fee added to the utility bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. TFCC §10-12-4.2(O).
- (8) Streetlights as determined by City policy for street light installation.
- (9) The cost of any street signs or traffic control devices installed by the City on new or existing streets.

(b) City Costs

- (1) None

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions to the ISPWC.

WATER SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-8-3, 7-8-10 and 10-12-4.2 water line and fittings eight inch (8") minimum diameter that will transport a flow of water, which will satisfy fire, domestic, other water demands of the development, based upon the City water pipe sizing plan and computer water model. Water line extension shall include connection from the existing City Water System to each building site and fire hydrants and then loop back to the City System in a manner that will provide a properly functioning system approved by the City Engineer, Water Superintendent and Fire Marshall. If the development is to be constructed in phases, the water system shall be looped back to the City system during the first phase. Any water main connections closer than 150' to each other will not be considered looped without prior City approval. No dead-end lines longer than 150 feet will be allowed during any phase of the project.
- (2) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City water distribution network in accordance with existing sizing guidelines.
- (3) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users or creating a critical situation in the suppression of fires.
- (4) Fire hydrant connections and fire hydrants spacing shall comply with the minimum standards set by the Fire Rating Bureau, American Water Works Association, and the International Fire Code. The maximum length of dead end water lines shall be one hundred and fifty feet (150'). Fire hydrants with STORZ connectors are required in all developments.

- (5) One water service line shall be constructed to each building site at the time the water mains are installed. The design shall minimize the length of the service line and shall terminate at the Right-of-Way. Service taps are not allowed in intersections.

Meters shall be grouped at adjacent side lot lines when possible or at another location if requested by the Developer and approved by the City Engineer and Water Superintendent. Water meter boxes will not be allowed in driveway approaches or sidewalks. Any cost associated with relocating meters from driveway approaches will be the responsibility of the Developer or Lot Owner.

All new water service lines made from new water mains to serve any new development will be the responsibility of the Developer. The developer shall complete all work except when connecting to a live waterline. The City will make the necessary main line taps after payment of the required water connection permit fees.

- (6) One water service line tap, meter box, and service line shall be constructed for each building connected to the City water system. Multi-units less than three may be approved for additional service lines. It is understood and agreed that the City will make all service line taps on live lines, and that the fee paid by the developer for a Water Connection Permit will reimburse the City for such work. All other work to be completed by the Developer.
- (7) It is further understood and agreed that the City will make all connections to the existing water system. The developer will disinfect the water system and submit testing results to the City prior to making the system live.
- (8) All water valves shall be provided with a gravel access 12" thick where no public roadway currently exists.

(b) City Costs

- (1) None.

(c) Required Inspections

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls Revisions thereto.

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 10-12-4.2 a wastewater collection system (eight-inch (8") minimum diameter) that will transport a flow of wastewater, under conditions of maximum and minimum discharge from the development to the existing City waste water system.
- (2) Wastewater lines adjacent to or internal to the development will be sized to continue the orderly expansion of the City Wastewater Collection System in accordance with existing sizing guidelines and computer sewer model.
- (3) Manholes to provide access for maintenance and cleaning of the sewer lines located at any change of grade or alignment of the sewer, at the end of each sewer and spaced not more than four hundred feet (400') apart.
- (5) All manholes shall be provided with a gravel access 12" thick where no public roadway currently exists.

(b) City Costs

- (1) The City will perform the CCTV inspection on waste water lines which are part of the construction phase.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions to the ISPWC.

STORM DRAINAGE SYSTEM

(a) Required Improvements

- (1) Any valley-gutters, ditching, grading or other surface drainage facilities necessary to convey any storm run-off originating from or traversing across the proposed development over the land surface to a point of retention, detention or discharge approved by the City Engineer.
- (2) Any catch basin, storm sewer and other sub-surface drainage facilities necessary to convey any storm run-off, originating from or traversing across the proposed development, to a point of retention, detention or discharge approved by the City Engineer.

- (3) If storm run-off cannot be conveyed without causing damage to public or private property or without being an unreasonable inconvenience or hazard to a private individual, a group of individuals, or the general public, the storm drain shall be piped to the retention facility.
- (4) All retention areas are to be on a designated lot to be maintained by the owner or when applicable, in a dedicated/exclusive storm water easement, granted to the City of Twin Falls.

(b) City Costs

- (1) The City will perform the CCTV inspection on storm water lines which are part of the construction phase.

(c) Required Inspections and Testing

- (1) The City will inspect all dry wells for geometry and materials. Rock will be submitted to the Developer's Engineer for confirmation of void space prior to placement in dry wells. Documentation of confirmation shall be provided to the city engineering department. A request for inspection shall be called in, forty eight (48) hours in advance or two (2) working days whichever is greater.

GRAVITY IRRIGATION SYSTEM

(a) Required Improvements

- (1) Any pipe, boxes or other appurtenances necessary to convey all irrigation water in underground pipe across the development and any adjacent public property. Privately owned Irrigation facilities shall be constructed on private property except where it is necessary for irrigation water to cross the public right-of-way and all such crossings shall be perpendicular to the center line of said right-of-way unless otherwise approved by the City Engineer due to some unusual condition. Fences, sidewalks or other permanent features will not be located on top of irrigation facilities. Irrigation facilities shall not be located in City Right-of-Way, except in crossings perpendicular to the right-of-way.

(b) City Costs

- (1) None.
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions to the ISPWC.

PRESSURE IRRIGATION SYSTEM

- (a) Required Improvements
 - (1) Pursuant to Section 10-12-4-2 of the City Code, the use of the City's potable water supply as the primary source of irrigation water in all new developments shall be prohibited. For purposes of this subsection, the term "new development" means any new subdivision or ZDA, or any development of any parcel of land of three-fourths (3/4) of an acre or larger that is not part of a subdivision or ZDA. One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be transferred to the City of Twin Falls, before the filing of the final plat or receiving an improvement acceptance letter, for use in the City's pressurized irrigation system.
 - (2) Pressure irrigation water mains and fittings shall satisfy the currently adopted Pressurized Irrigation master plan.
 - (3) Pressure irrigation lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City Pressure Irrigation water distribution network in accordance with currently adopted Pressurized Irrigation Master Plan sizing guidelines.
 - (4) Pressurized irrigation valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to more than 30 users. One pressure irrigation water service line shall be constructed to each lot at the time the pressure irrigation water lines are installed. The design shall minimize the length of the service line and shall terminate at the Right-of-Way. Service taps will not be allowed in the intersection.

One Pressure irrigation water service line tap, irrigation box, and service line shall be constructed for each lot connected to the City pressure irrigation water system.

- (5) The Developer shall be responsible for all costs incurred in designing and installing the public pressure irrigation station to City Standards and Specifications or as an agreement negotiated with the City Engineer. This includes the land, pumps, motors, filters, enclosures, delivery system to the station from the TFCC head gate and away from the station on the historical path, storage, Supervisory Control and Data Acquisition (SCADA) system, and power to the station.
 - (6) All pressure irrigation system plans must be prepared by the Developer's engineer and shall be according to the Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the ISPWC
 - (7) The Pressure Irrigation System shall be located within easements, right-of-ways and/or property deeded to the City of Twin Falls.
 - (8) Private Pressure Irrigation Systems shall be located outside City Right-of-Way and within easements. No Public infrastructure will be associated with a private Pressure Irrigation System.
- (b) City Cost.
 - (1) None
 - (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions to the ISPWC.

SPECIAL FEATURES

Pursuant to commitments made by the Developer as conditions of approval of the development, the following special features shall be constructed:

- a) Required Improvements

b) City Costs

(1) None.

XIII.

The developer shall submit an Improvement Agreement with each individual construction phase.

The two (2) year time limit, (indicated in Section VI of the Agreement) for completing the required improvements shall begin from the date of the recordation of this agreement. The Developer may request an extension of the approvals previously given for another two (2) years.

XIV.

This agreement shall bind the parties hereto, their heirs, successors in interest, and lawful assigns.

XV.

In the event of a breach of Agreement, or should legal action of any kind be taken to enforce the provisions, hereof, the prevailing party shall be entitled to reasonable attorney fees and costs awarded by the Court.

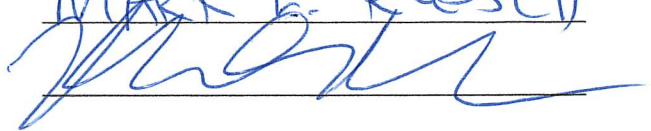
Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer

MARK L. Russell


STATE OF IDAHO)
)ss.
County of Twin Falls)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public for Idaho, personally appeared _____, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public for Idaho
Residing

CORPORATION

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this 5 day of September, 2024, before me, the undersigned, a Notary Public for Idaho, personally appeared Mark Russell, known or identified to me (or proved to me on the oath of Idaho) to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

NATALIE NORTH
Notary Public - State of Idaho
Commission Number 20225301
My Commission Expires Nov 18, 2028

Residing Ada

STATE OF IDAHO)
)ss.
County of Twin Falls)

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first
above written.

Residing

NOTICE OF DEVELOPER'S AGREEMENT

NOTICE IS HEREBY GIVEN, that a document entitled "Improvement Agreement for Developers" (hereafter "Agreement") has been executed and filed with the City of Twin Falls, Idaho, for the following named subdivision or development:

The Agreement imposes certain obligations upon the developer for the development of the subject property, and upon the developer's heirs, successors in interest and lawful assigns. Details of the conditions and obligations may be found by examining or photocopying the Agreement at the Office of the City Engineer, 203 Main Ave E, Twin Falls, Idaho 83301.

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

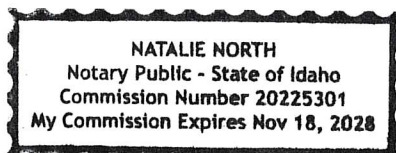
Developer

Mark Russell

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this 5 day of September, 2024, before me, the undersigned, a Notary Public for Idaho, personally appeared Mark Russell, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



N. North
Notary Public for Idaho
Residing Ada

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this 5th day of September, 2024, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and Summit Creek Development hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Gemini Business Park.

WHEREAS, Developer desires to develop said real property for the following purposes: Development and construction of an industrial business park.

WHEREAS, the Developer is obligated to construct certain improvements pursuant to City Code Section 10-12-4.2, and;

WHEREAS, the Developer has committed to construct special features as part of the development, and;

WHEREAS, the City has certain policies, ordinances, rules and regulations governing the construction of public improvements, and;

WHEREAS, it is in the best interest of the City and Developer to clearly establish in one concise document the policies, ordinances, rules and regulations which apply to developments of the type contemplated herein.

W I T N E S S E T H

That for and in consideration of the mutual promises, conditions, and covenants contained herein the parties agree as follows:

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service roads, excluding state highways, constructed under the terms of this Agreement in any public rights-of-way and which are presently within or subsequently annexed into the City limits. (2) To operate and

maintain all approved public water lines, public pressure irrigation lines, public storm drainage lines, and public sewer lines constructed under the terms of this Agreement in any public rights-of-way or public easements and to provide water, sewer, and pressure irrigation service to the Developer's real property, subject to all ordinances, rules and regulations governing sewer, water service, and pressure irrigation. (3) To maintain non-pressure irrigation lines only where they cross City streets. (4) Public Storm Water facilities will be located in an exclusive stormwater easement. All other maintenance of non-pressurized irrigation lines is the responsibility of the Twin Falls Canal Company or the property on which the utility resides.

II.

In lieu of the actual installation of required public improvements before recording of the final plat, the Council may permit the subdivider to provide a financial guarantee of performance in one (1) or a combination of the following arrangements for those requirements which are over and beyond the requirements of any other agency responsible for the administration, operation and maintenance of the applicable public improvement.

a. Surety Bond

1. Accrual - The Bond shall accrue to the City covering construction, operation and maintenance of the specific public improvement.
2. Amount - the bond shall be in an amount equal to one hundred twenty percent (120%) of the total estimated cost for completing construction, including engineering design, inspection, and oversight, of the specific public improvements, as estimated by the Developer's Engineer and approved by the City Engineer.
3. Term Length – The minimum term length shall be two (2) years or until the bond is released by the City, whichever is later.
4. Bonding for Surety Company - The bond shall be with a surety company authorized to do business in the State of Idaho, acceptable to the City Council.

b. Cash Deposit, Certified Check, Negotiable Bond, or Irrevocable Bank Letter of Credit.

1. Treasurer or Trust Company - A cash deposit or certified check shall be deposited by the City. After the improvements have been accepted, the funds will be reimbursed. A negotiable bond or an irrevocable bank letter of credit, shall be held by the City until the improvements are accepted.
 2. Dollar Value - The dollar value of the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be equal to one hundred twenty percent (120%) of the total estimated cost for completing construction, including engineering design, inspection, and oversight, of the specific public improvements, as estimated by the Developer's Engineer and approved by the City Engineer.
 3. Time - The time for the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be until all required improvements are completed and accepted by the City Engineer.
 4. Progressive Payment - In the case of cash deposits or certified checks, an agreement between the City and the subdivider may provide for progressive payment out of the cash deposit or reduction of the certified check, negotiable bond or irrevocable bank letter of credit, to the extent of the cost of the completed portion of the public improvement, in accordance with a previously entered into agreement.
- c. Trust Agreements.
1. Per the terms of the trust agreement.
 2. Trust agreement must be approved by City Council.

III.

Developer agrees to retain a Professional Engineer, hereinafter called the Developer's Engineer, licensed by the State of Idaho to perform the following minimum Engineering Services in accordance with Title 10 Chapter 12 Section 4-1 of the City Code:

- a. Prepare a master utility plan showing the location of all existing and proposed utility lines to include but not be limited to sewer, water, gas, electricity, telephone, irrigation, pressure irrigation, and storm sewer.

- b. Prepare detailed plans and specifications for construction of all improvements required by this Agreement and shall include but not be limited to a complete set of construction plans, including profiles, cross-sections, specifications, and other supporting data, for all required public streets, utilities and other facilities. Such construction plans shall be based on preliminary plans which have been approved with the preliminary plat and shall be prepared in conjunction with the final plat. Construction plans are subject to approval by the responsible public agencies. All construction plans shall be prepared in accordance with the public agencies' standards and specifications. If improvements are not completed within two (2) years, the Developer shall provide an updated, current version of the updated plans and specifications to current city standards. The Developer may request one extension of the approvals previously given for another two (2) years.
- c. Engineer of record shall hold a pre-construction meeting, including the City Engineering Department, design engineer and contractor. Engineer of record will notify the City in writing of schedule before construction begins.
- d. Perform construction surveying, staking, testing, inspection and administer the construction of all facilities required by this contract.
- e. Submit all test reports, inspection reports, request for change orders and construction diaries to the City Engineering department every week during the construction of the development or subdivision.
- g. Submit to the City Engineer As-builts for the City records showing any approved changes to the original plans and specifications. A 24" x 36" complete plan set (stamped & signed), a pdf, and an AutoCAD file of the plans shall be provided within thirty (30) days after completion of the project.
- h. The developer's engineer shall submit an Engineer's Check-off and certification form stating that the work has been constructed in conformance to the plans and specifications, and thereby certifying that improvements were constructed to the lines and grades shown.

The above work shall be subject to the approval of the City Engineer.

It shall be the responsibility of the Developer's Engineer or other certified individuals to provide all necessary quality control and required testing during construction. All tests shall be

taken at a frequency based upon Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the ISPWC.

The Developer agrees to: (1) allow the City full and complete access to the work (2) provide all materials necessary to conduct independent testing (3) supply all water necessary to test pipe joints and (4) provide the equipment and perform or have performed any testing of manufactured materials required by the City Engineer.

The Developer shall submit a letter identifying lots and blocks associated with construction phase to the City Engineer upon completion of the project, requesting that the City assume the responsibility for maintenance and operation of all public improvements as stated herein.

IV.

The Developer agrees to obtain a permit or letter of approval from the Twin Falls Highway District or the Idaho Transportation Department (ITD) prior to constructing improvements on their respective right-of-ways. The original or a certified copy of said permit or letter shall be submitted to the City Engineer prior to beginning of construction thereon.

V.

The Developer agrees to dedicate rights-of-way to the public for the development of all streets and alleys in accordance with the City Transportation Master Plan and to dedicate easements for the maintenance and operation of all public utilities. The size and location of said rights-of-way and easements shall be determined by the City Engineer.

VI.

The Developer and the City agree that the improvements listed herein are required unless specifically waived by action of the City Council and that said improvements will be constructed on any public rights-of-way or easements approved and accepted by the City Council all as designed by the Developer's Engineer and approved by the City Engineer and in accordance with standards established by the City Engineer and that all required improvements will be completed in a timely manner. If improvements are not completed within two (2) years, the Developer shall provide an updated, current version of the developer's agreement and financial guarantee for City Council consideration along with updated plans and specifications to current city standards. The Developer may request an extension of the approvals previously given for another two (2) years.

VII.

The Developer agrees to pay the total actual costs of all materials, labor and equipment necessary to completely construct all of the improvements required herein, except those costs specifically shown to be paid by the City and to construct or contract for the construction of such improvements.

VIII.

Developer agrees to pay the total extra cost of all additional materials, labor and equipment necessary to construct any streets the City requires to be wider or deeper than a standard street or any water, sewer lines, or pressure irrigation the City requires to be larger than the size required to properly serve the development. The requirement for wider and deeper streets shall be based on the Transportation Master Plan. Requirements for larger water, sewer and pressure irrigation lines shall be based on the citywide sewer, water, and pressure irrigation system sizing guidelines and based on modeling, if applicable.

IX.

The City shall provide no compensation for the cost of an oversize water, sewer line, and pressure irrigation. In the case of water, sewer, or pressure irrigation lines extended adjacent to or outside the limits of development, the Developer shall be eligible for payback from adjacent property owners pursuant to Ordinance No. 2979. The Developer shall also be eligible for compensation when a private developer extends or connects to any water, sewer, pressurized irrigation or street system previously installed by private developer, pursuant to Resolutions 2017-13.

X

Developer agrees to request in writing that the Developer's Engineers make the inspections required herein and the Developer or his Contractors shall not proceed with the next construction phase until the required inspections are complete and the work has been accepted by the Developer's Engineer and the City Engineer. All such inspections shall be scheduled in accordance with Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to ISPWC, as adopted at time of construction plan approval. The developer agrees to pay all costs resulting from: 1) his failure to properly schedule and request a required test or inspection or 2) proceeding with work before receiving approval to proceed. Developer agrees to remove or correct any rejected, unapproved or defective work or materials as required by the Developer's Engineer or the City Engineer. Any such defective work whether the result of poor workmanship, use of defective

materials, damage through carelessness or any other cause, shall be removed within ten (10) days after written notice is given by the Developer's Engineer or the City Engineer, and the work shall be re-executed by the Contractor at his expense. The fact that either Engineer may have previously overlooked such defective work or materials shall not be a basis for acceptance of any part of it.

The issuance or approval of plans, specifications and computations shall not be construed as an approval of any violation of any provisions of City code, specifications, standards, policy, or any other ordinance of the City. Approvals of plans that may violate City code, specifications or departmental policies will not be valid.

The approval of construction plans, specifications, and other data shall not prevent the City from thereafter requiring the correction of errors or omissions in said plans or specifications prior to or during actual construction or final acceptance by the City.

The Developer shall remove from all public property all temporary structures, rubbish, and waste materials resulting from their operation or caused by his employees.

The Developer shall guarantee all materials, workmanship and equipment furnished for a period of one (1) year from the date of written acceptance of the work by the City Engineer or authorized representative.

The Developer shall be responsible for any damage to any existing public improvements and shall repair or replace any such damage as required by the City Engineer, during or after completion of this project. The Developer's contractor shall apply for a Right-of-Way permit with a Traffic Control Plan to be approved by the City of Twin Falls prior to any road, lane, or sidewalk closures.

XI.

The City and the Developer agree to the following minimum for Required Improvements, City Costs, Required Inspections and any other improvements; which are approved or required by the City Council and shown on the approved construction plans.

PUBLIC WAYS

(a) Required Improvements

- (1) Curb, gutter and sidewalk on all public street rights-of-way.
- (2) A standard local street constructed on all public street rights-of-way serving residential use property.

- (3) Local and private streets shall be constructed as per the current standards, adopted at time of construction plan approval. These include City of Twin Falls Master Transportation plan, ISPWC and City of Twin Falls Revisions to ISPWC.
 - (4) Minor and Major collector streets shall be constructed as per the current standards, adopted at time of construction plan approval. These include City of Twin Falls Master Transportation plan, ISPWC and City of Twin Falls Revisions to ISPWC.
 - (5) Arterial typical sections will be designed by the developer's Engineer and approved by the City Engineer, with width determined on the Master Transportation Plan.
 - (6) A sidewalk, per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the ISPWC, is required on all public pedestrian rights-of-way. Four foot (4') sidewalks, by special permission of the City Engineer, shall be constructed per ISPWC and the City of Twin Falls Revisions to the ISPWC for local streets under certain conditions.
 - (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A portion of land eleven feet (11') in depth behind the back of curb will be dedicated as part of any residential development adjacent to arterial and collector streets as Right-of-Way. Within that Right-of-Way the developer shall install a landscape strip with a sprinkler system to the City of Twin Falls Parks and Recreation standards and shall also install a sidewalk to current adopted standards. The landscaping will be maintained by the city and funded through a fee added to the utility bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. TFCC §10-12-4.2(O).
 - (8) Streetlights as determined by City policy for street light installation.
 - (9) The cost of any street signs or traffic control devices installed by the City on new or existing streets.
- (b) City Costs
- (1) None

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions to the ISPWC.

WATER SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-8-3, 7-8-10 and 10-12-4.2 water line and fittings eight inch (8") minimum diameter that will transport a flow of water, which will satisfy fire, domestic, other water demands of the development, based upon the City water pipe sizing plan and computer water model. Water line extension shall include connection from the existing City Water System to each building site and fire hydrants and then loop back to the City System in a manner that will provide a properly functioning system approved by the City Engineer, Water Superintendent and Fire Marshall. If the development is to be constructed in phases, the water system shall be looped back to the City system during the first phase. Any water main connections closer than 150' to each other will not be considered looped without prior City approval. No dead-end lines longer than 150 feet will be allowed during any phase of the project.
- (2) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City water distribution network in accordance with existing sizing guidelines.
- (3) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users or creating a critical situation in the suppression of fires.
- (4) Fire hydrant connections and fire hydrants spacing shall comply with the minimum standards set by the Fire Rating Bureau, American Water Works Association, and the International Fire Code. The maximum length of dead end water lines shall be one hundred and fifty feet (150'). Fire hydrants with STORZ connectors are required in all developments.

- (5) One water service line shall be constructed to each building site at the time the water mains are installed. The design shall minimize the length of the service line and shall terminate at the Right-of-Way. Service taps are not allowed in intersections.

Meters shall be grouped at adjacent side lot lines when possible or at another location if requested by the Developer and approved by the City Engineer and Water Superintendent. Water meter boxes will not be allowed in driveway approaches or sidewalks. Any cost associated with relocating meters from driveway approaches will be the responsibility of the Developer or Lot Owner.

All new water service lines made from new water mains to serve any new development will be the responsibility of the Developer. The developer shall complete all work except when connecting to a live waterline. The City will make the necessary main line taps after payment of the required water connection permit fees.

- (6) One water service line tap, meter box, and service line shall be constructed for each building connected to the City water system. Multi-units less than three may be approved for additional service lines. It is understood and agreed that the City will make all service line taps on live lines, and that the fee paid by the developer for a Water Connection Permit will reimburse the City for such work. All other work to be completed by the Developer.
- (7) It is further understood and agreed that the City will make all connections to the existing water system. The developer will disinfect the water system and submit testing results to the City prior to making the system live.
- (8) All water valves shall be provided with a gravel access 12" thick where no public roadway currently exists.

(b) City Costs

- (1) None.

(c) Required Inspections

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls Revisions thereto.

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 10-12-4.2 a wastewater collection system (eight-inch (8") minimum diameter) that will transport a flow of wastewater, under conditions of maximum and minimum discharge from the development to the existing City waste water system.
- (2) Wastewater lines adjacent to or internal to the development will be sized to continue the orderly expansion of the City Wastewater Collection System in accordance with existing sizing guidelines and computer sewer model.
- (3) Manholes to provide access for maintenance and cleaning of the sewer lines located at any change of grade or alignment of the sewer, at the end of each sewer and spaced not more than four hundred feet (400') apart.
- (5) All manholes shall be provided with a gravel access 12" thick where no public roadway currently exists.

(b) City Costs

- (1) The City will perform the CCTV inspection on waste water lines which are part of the construction phase.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions to the ISPWC.

STORM DRAINAGE SYSTEM

(a) Required Improvements

- (1) Any valley-gutters, ditching, grading or other surface drainage facilities necessary to convey any storm run-off originating from or traversing across the proposed development over the land surface to a point of retention, detention or discharge approved by the City Engineer.
- (2) Any catch basin, storm sewer and other sub-surface drainage facilities necessary to convey any storm run-off, originating from or traversing across the proposed development, to a point of retention, detention or discharge approved by the City Engineer.

- (3) If storm run-off cannot be conveyed without causing damage to public or private property or without being an unreasonable inconvenience or hazard to a private individual, a group of individuals, or the general public, the storm drain shall be piped to the retention facility.
- (4) All retention areas are to be on a designated lot to be maintained by the owner or when applicable, in a dedicated/exclusive storm water easement, granted to the City of Twin Falls.

(b) City Costs

- (1) The City will perform the CCTV inspection on storm water lines which are part of the construction phase.

(c) Required Inspections and Testing

- (1) The City will inspect all dry wells for geometry and materials. Rock will be submitted to the Developer's Engineer for confirmation of void space prior to placement in dry wells. Documentation of confirmation shall be provided to the city engineering department. A request for inspection shall be called in, forty eight (48) hours in advance or two (2) working days whichever is greater.

GRAVITY IRRIGATION SYSTEM

(a) Required Improvements

- (1) Any pipe, boxes or other appurtenances necessary to convey all irrigation water in underground pipe across the development and any adjacent public property. Privately owned Irrigation facilities shall be constructed on private property except where it is necessary for irrigation water to cross the public right-of-way and all such crossings shall be perpendicular to the center line of said right-of-way unless otherwise approved by the City Engineer due to some unusual condition. Fences, sidewalks or other permanent features will not be located on top of irrigation facilities. Irrigation facilities shall not be located in City Right-of-Way, except in crossings perpendicular to the right-of-way.

(b) City Costs

- (1) None.
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions to the ISPWC.

PRESSURE IRRIGATION SYSTEM

- (a) Required Improvements
 - (1) Pursuant to Section 10-12-4-2 of the City Code, the use of the City's potable water supply as the primary source of irrigation water in all new developments shall be prohibited. For purposes of this subsection, the term "new development" means any new subdivision or ZDA, or any development of any parcel of land of three-fourths (3/4) of an acre or larger that is not part of a subdivision or ZDA. One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be transferred to the City of Twin Falls, before the filing of the final plat or receiving an improvement acceptance letter, for use in the City's pressurized irrigation system.
 - (2) Pressure irrigation water mains and fittings shall satisfy the currently adopted Pressurized Irrigation master plan.
 - (3) Pressure irrigation lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City Pressure Irrigation water distribution network in accordance with currently adopted Pressurized Irrigation Master Plan sizing guidelines.
 - (4) Pressurized irrigation valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to more than 30 users. One pressure irrigation water service line shall be constructed to each lot at the time the pressure irrigation water lines are installed. The design shall minimize the length of the service line and shall terminate at the Right-of-Way. Service taps will not be allowed in the intersection.

One Pressure irrigation water service line tap, irrigation box, and service line shall be constructed for each lot connected to the City pressure irrigation water system.

- (5) The Developer shall be responsible for all costs incurred in designing and installing the public pressure irrigation station to City Standards and Specifications or as an agreement negotiated with the City Engineer. This includes the land, pumps, motors, filters, enclosures, delivery system to the station from the TFCC head gate and away from the station on the historical path, storage, Supervisory Control and Data Acquisition (SCADA) system, and power to the station.
 - (6) All pressure irrigation system plans must be prepared by the Developer's engineer and shall be according to the Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the ISPWC
 - (7) The Pressure Irrigation System shall be located within easements, right-of-ways and/or property deeded to the City of Twin Falls.
 - (8) Private Pressure Irrigation Systems shall be located outside City Right-of-Way and within easements. No Public infrastructure will be associated with a private Pressure Irrigation System.
- (b) City Cost.
 - (1) None
 - (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions to the ISPWC.

SPECIAL FEATURES

Pursuant to commitments made by the Developer as conditions of approval of the development, the following special features shall be constructed:

- a) Required Improvements

- b) City Costs
(1) None.

XIII.

The developer shall submit an Improvement Agreement with each individual construction phase.

The two (2) year time limit, (indicated in Section VI of the Agreement) for completing the required improvements shall begin from the date of the recordation of this agreement. The Developer may request an extension of the approvals previously given for another two (2) years.

XIV.

This agreement shall bind the parties hereto, their heirs, successors in interest, and lawful assigns.

XV.

In the event of a breach of Agreement, or should legal action of any kind be taken to enforce the provisions, hereof, the prevailing party shall be entitled to reasonable attorney fees and costs awarded by the Court.

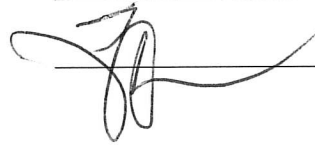
Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

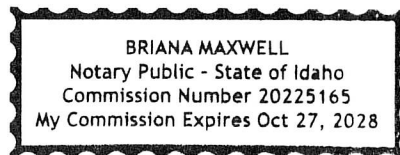
Developer
Tyler Davis-Jeffers



STATE OF IDAHO)
)ss.
County of Twin Falls)

On this 5 day of September, 2024, before me, the undersigned, a Notary Public for Idaho, personally appeared Tyler Davis - Jeffers, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.





Notary Public for Idaho
Residing Twin Falls

CORPORATION

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public for Idaho, personally appeared _____, known or identified to me (or proved to me on the oath of _____) to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public for Idaho
Residing _____

PARTNERSHIP

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public for Idaho, personally appeared _____, known or identified to me (or proved to me on the oath of _____) to be one of the partners in the partnership of _____, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public for Idaho
Residing _____

IMPROVEMENT AGREEMENT

for DEVELOPMENTS

This Agreement made and entered into this ____ day of ____, 20²⁴, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and  Tres Gringos, LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Perrine Point Subdivision, Phase 9, 10 & 11.

WHEREAS, there is attached hereto and incorporated herein as if the same were set out in full, a certified copy of the deed to the real property showing ownership of said real property to be in the Developer's name, or, as the case may be, there is attached hereto and incorporated herein as if the same were set out in full, a copy of the deed to the above described real property showing ownership in fee simple in someone other than Developer together with a notarized authorization, signed by the real property owner, authorizing Developer to act on behalf of said real property owner, and;

WHEREAS, Developer desires to develop said real property for the following purposes: residential and neighborhood commercial development.

WHEREAS, the Developer is obligated to construct certain improvements pursuant to City Code Section 10-12-4.2, and;

WHEREAS, the Developer has committed to construct special features as part of the development, and;

WHEREAS, the City has certain policies, ordinances, rules and regulations governing the construction of improvements, and;

WHEREAS, it is in the best interest of the City and Developer to clearly establish in one concise document the policies, ordinances, rules and regulations which apply to developments of the type contemplated herein.

W I T N E S S E T H

That for and in consideration of the mutual promises, conditions, and covenants contained herein the parties agree as follows:

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service roads, excluding state highways, constructed under the terms of this Agreement in any public rights-of-way or easements and which are presently within or subsequently annexed into the City limits. Those streets, excluding state highways, lying outside the City limits and within the City Area of Impact shall be constructed to City standards but shall become the responsibility of the Twin Falls Highway District until such time as they are annexed or a maintenance agreement is signed by the City and the Twin Falls Highway District. (2) To operate and maintain all approved water lines, pressure irrigation lines, storm drainage lines, sewer lines constructed under the terms of this Agreement in any public rights-of-way or easements and to provide water, sewer, and pressure irrigation service to the Developer's real property, subject to all ordinances, rules and regulations governing sewer, water service, and pressure irrigation. (3) To maintain non-pressure irrigation lines only where they cross City streets. (4) Storm water facilities will be maintained in an easement, if there exists a safety hazard the City has an entitlement to maintain. All other maintenance of non-pressurized irrigation lines is the responsibility of the Twin Falls Canal Company or the irrigation users.

II.

In lieu of the actual installation of required public improvements before recording of the final plat, the Council may permit the subdivider to provide a financial guarantee of performance in one (1) or a combination of the following arrangements for those requirements which are over and beyond the requirements of any other agency responsible for the administration, operation and maintenance of the applicable public improvement.

a. Surety Bond

1. Accrual - The Bond shall accrue to the City covering construction, operation and maintenance of the specific public improvement.
2. Amount - the bond shall be in an amount equal to one hundred percent (100%) of the total estimated cost for completing construction of the specific public improvements, as estimated by the Developer's Engineer and approved by the City Engineer.
3. Term Length – The minimum term length shall be two (2) years or until the bond is released by the City, whichever is later.

4. Bonding for Surety Company - The bond shall be with a surety company authorized to do business in the State of Idaho, acceptable to the City Council.
 5. The escrow agreement shall be drawn and furnished by the subdivider to the satisfaction of the City Council.
- b. Cash Deposit, Certified Check, Negotiable Bond, or Irrevocable Bank Letter of Credit.
1. Treasurer, Escrow Agent or Trust Company - A cash deposit or certified check shall be deposited into the City's development escrow account. After the improvements have been accepted, the funds will be returned. A negotiable bond or an irrevocable bank letter of credit, shall be held by the City until the improvements are accepted.
 2. Dollar Value - The dollar value of the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be equal to one hundred percent (100%) of the estimated cost of construction for the specific public improvements, as estimated by Developer's Engineer and approved by the City Engineer.
 3. Escrow Time - The escrow time for the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be until all required improvements are completed and accepted by the City Engineer.
 4. Progressive Payment - In the case of cash deposits or certified checks, an agreement between the City and the subdivider may provide for progressive payment out of the cash deposit or reduction of the certified check, negotiable bond or irrevocable bank letter of credit, to the extent of the cost of the completed portion of the public improvement, in accordance with a previously entered into agreement.
- c. Trust Agreements.
1. Per the terms of the trust agreement.
 2. Trust agreement must be approved by City Council.

III.

Developer agrees to retain a Professional Engineer, hereinafter called the Developer's Engineer, licensed by the State of Idaho to perform the following minimum Engineering Services in accordance with Title 10 Chapter 12 Section 4-1 of the City Code:

- a. Prepare a master utility plan showing the location of all existing and proposed utility lines to include but not be limited to sewer, water, gas, electricity, telephone, irrigation, pressure irrigation, and storm sewer.
- b. Prepare detailed plans and specifications for construction of all improvements required by this Agreement and shall include but not be limited to a complete set of construction plans, including profiles, cross-sections, specifications and other supporting data, for all required public streets, utilities and other facilities. Such construction plans shall be based on preliminary plans which have been approved with the preliminary plat, and shall be prepared in conjunction with the final plat. Construction plans are subject to approval by the responsible public agencies. All construction plans shall be prepared in accordance with the public agencies' standards and specifications. If improvements are not completed within two (2) years, the Developer shall provide an updated, current version of the updated plans and specifications to current city standards. The Developer may request an extension of the approvals previously given for another two (2) years.
- c. Engineer of record shall notify the City in writing of schedule before construction begins.
- d. Perform construction surveying, staking, testing, inspection and administer the construction of all facilities required by this contract.
- e. Submit all test reports, inspection reports, change orders and construction diaries to the City Engineer every week during the construction of the development or subdivision.
- f. Prepare and submit an updated copy of the enclosed development and subdivision checklist to the City Engineer every week during the construction of the development or subdivision, and also upon completion of the project.
- g. Submit to the City Engineer the final plans, and master utility plan for the City records showing any approved changes to the original plans and specifications. A permanent drawing in ink on approved Mylar sheets and an electronic media copy

of the plans in current ACAD using City standard format shall be provided within thirty (30) days after completion of the project.

- h. Submit a letter upon completion of construction stating that the work has been constructed in conformance to the plans and specifications, with the certification by the Developer's Engineer that improvements were constructed to the lines and grades shown.

The above work shall be subject to the approval of the City Engineer.

The City agrees to provide asphalt pavement confirmation testing for conformance with City standards, but it shall be the responsibility of Developer's Engineer or other certified individuals to provide all necessary quality control and required testing during construction. All tests shall be taken at a frequency based upon Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings.

The Developer agrees to: (1) allow the City full and complete access to the work (2) provide all materials necessary to conduct all tests (3) supply all water necessary to test pipe joints and (4) provide the equipment and perform or have performed any testing of manufactured materials required by the City Engineer.

The Developer shall submit a letter identifying lots and blocks associated with construction phase to the City Engineer upon completion of the project, requesting that the City assume the responsibility for maintenance and operation of all public improvements as stated herein.

IV.

The Developer agrees to obtain a permit or letter of approval from the Twin Falls Highway District or the Idaho Transportation Department (ITD) prior to constructing improvements on their respective right-of-ways. The original or a certified copy of said permit or letter shall be submitted to the City Engineer prior to beginning of construction thereon.

V.

The Developer agrees to dedicate rights-of-way to the public for the development of all streets and alleys in accordance with the City Transportation Master Plan and to dedicate easements for the maintenance and operation of all public utilities. The size and location of said rights-of-way and easements shall be determined by the City Engineer.

VI.

The Developer and the City agree that the improvements listed herein are required unless specifically waived by action of the City Council and that said improvements will be constructed on any public rights-of-way or easements approved and accepted by the City Council all as designed by the Developer's Engineer and approved by the City Engineer and in accordance with standards established by the City Engineer and that all required improvements will be completed in a timely manner. If improvements are not completed within two (2) years, the Developer shall provide an updated, current version of the developer's agreement and financial guarantee for City Council consideration along with updated plans and specifications to current city standards. The Developer may request an extension of the approvals previously given for another two (2) years.

VII.

The Developer agrees to pay the total actual costs of all materials, labor and equipment necessary to completely construct all of the improvements required herein, except those costs specifically shown to be paid by the City and to construct or contract for the construction of such improvements.

VIII.

Developer agrees to pay the total extra cost of all additional materials, labor and equipment necessary to construct any streets the City requires to be wider or deeper than a standard street or any water, sewer lines, or pressure irrigation the City requires to be larger than the size required to properly serve the development. The requirement for wider and deeper streets shall be based on the Transportation Master Plan. Requirements for larger water, sewer and pressure irrigation lines shall be based on the citywide sewer, water, and pressure irrigation system sizing guidelines and based on modeling, if applicable.

IX.

The City shall provide no compensation for the cost of an oversize water, sewer line, and pressure irrigation. In the case of water, sewer, or pressure irrigation lines extended adjacent to or outside the limits of development, the Developer shall be eligible for payback from adjacent property owners pursuant to Ordinance No. 2979. The Developer shall also be eligible for compensation when a private developer extends or connects to any water, sewer, pressurized irrigation or street system previously installed by private developer, pursuant to Resolutions 2017-13.

X

Developer agrees to request in writing that the Developer's Engineers make the inspections required herein and the Developer or his Contractors shall not proceed with the next construction phase until the required inspection is complete and the work has been accepted by the Developer's Engineer, the City Engineer or the Engineer's authorized inspector. All such inspections shall be scheduled in accordance with Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications. Developer agrees to pay all costs resulting from: 1) his failure to properly schedule and request a required test or inspection or 2) proceeding with work before receiving approval to proceed. Developer agrees to remove or correct any rejected, unapproved or defective work or materials as required by the Developer's Engineer or the City Engineer. Any such defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be removed within ten (10) days after written notice is given by the Developer's Engineer or the City Engineer, and the work shall be re-executed by the Contractor at his expense. The fact that either Engineer may have previously overlooked such defective work or materials shall not be a basis for acceptance of any part of it.

The issuance or approval of plans, specifications and computations shall not be construed as an approval of any violation of any provisions of City code, specifications, standards, policy, or any other ordinance of the City. Approvals of plans that may violate City code, specifications or departmental policies will not be valid.

The approval of construction plans, specifications, and other data shall not prevent the City from thereafter requiring the correction of errors or omissions in said plans or specifications prior to or during actual construction or final acceptance by the City.

The Developer shall remove from all public property all temporary structures, rubbish, and waste materials resulting from their operation or caused by his employees.

The Developer shall guarantee all materials, workmanship and equipment furnished for a period of one (1) year from the date of written acceptance of the work by the City Engineer or authorized representative.

The Developer shall be responsible for any damage to any existing public improvements and shall repair or replace any such damage as required by the City Engineer, during or after completion of this project. The Developer shall submit a Right-of-Way permit and Traffic Control Plan to be approved by the City of Twin Falls prior to any road or sidewalk closures.

XI.

The City and the Developer agree to the following minimum for Required Improvements, City Costs, Required Inspections and to any other improvements, approved or required by the City Council and shown on the approved construction plans.

PUBLIC WAYS

(a) Required Improvements

- (1) Curb, gutter and sidewalk on all public street rights-of-way.
- (2) A standard residential street thirty three feet (33') wide with an eight inch (8") gravel course and two and a half inch (2.5") asphaltic concrete surface course on all public street rights-of-way serving residential use property.
- (3) Residential, private streets, and service roads, private parking and maneuvering will be equal to or greater than the residential street sections as specified in the City of Twin Falls revisions to ISPWC.
- (4) A standard collector street forty eight feet (48'), wide per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings, serving commercial use property or as a collector street. Whenever a street serves an industrial use property the City Engineer will determine the appropriate structural section.
- (5) Arterial typical sections will be designed by the developer's Engineer and approved by the City Engineer.
- (6) A sidewalk, per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings, is required on all public pedestrian rights-of-way. Four foot (4') sidewalks, by special permission of the City Engineer, are allowed by ISPWC and the City of Twin Falls Revisions to the Specifications and Standard Drawings for minor residential streets under certain conditions.
- (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A portion of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to arterial and collector streets as Right-of-Way. Within that Right-of-Way the developer shall install a five feet (5') landscape strip with a sprinkler system to the City of Twin Falls Parks and Recreation standards and shall also

install a six foot (6') sidewalk. The landscaping will be maintained by the city and funded through a fee added to the utility bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. TFCC §10-12-4.2(O).

- (8) Street signs and traffic control devices on all public streets.
- (9) Street lights as determined by City policy for street light installation.

(b) City Costs

- (1) The cost of any street signs or traffic control devices installed by the City on new or existing streets.
- (2) The cost of any required street lights (standard luminaires mounted on a wood pole). The Developer shall pay the extra cost of any decorative luminaries or poles. Prior approval will be required, and the cost of maintenance, replacement and power usage will be considered.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto

WATER SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-8-3, 7-8-10 and 10-12-4.2 water line and fittings eight inch (8") minimum diameter that will transport a flow of water, which will satisfy fire, domestic, other water demands of the development, based upon the City water pipe sizing plan and computer water model. Water line extension shall include connection from the existing City Water System to each building site and fire hydrants and then loop back to the City System in a manner that will provide a properly functioning system approved by the City Engineer, Water Superintendent and Fire Chief. If the development is to be constructed in phases, the water system shall be looped back to the City system during the first phase. Any water main connections closer than 150' to each other will not be considered looped without prior City approval. No dead-end lines will be allowed during any phase of the project.

- (2) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City water distribution network in accordance with existing sizing guidelines.
- (3) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users or creating a critical situation in the suppression of fires.
- (4) Fire hydrant connections and fire hydrants spacing shall comply with the minimum standards set by the Fire Rating Bureau, American Water Works Association, and the International Fire Code. The maximum length of dead end fire lines shall be one hundred and fifty feet (150'). Fire hydrants are required in all developments.
- (5) One water service line shall be constructed to each building site at the time the water mains are installed. The design shall minimize the length of the service line and shall terminate at the Right-of-Way. Service taps are not allowed in intersections.

Meters shall be grouped at adjacent side lot lines when possible or at another location if requested by the Developer and approved by the City Engineer and Water Superintendent. Water meter boxes will not be allowed in driveway approaches. Any cost associated in relocating meters from driveway approaches will be the responsibility of the Developer or Lot Owner.

All new water service lines made from new water mains to serve any new development will be the responsibility of the Developer. The developer shall complete all work except when connecting to a live waterline. The City will make the necessary main line taps after payment of the required water connection permit fees.

- (6) One water service line tap, meter box, and service line shall be constructed for each building connected to the City water system. Multi-units less than three may be approved for additional service lines. It is understood and agreed that the City will make all service line taps on live lines, and that the

fee paid by the developer for a Water Connection Permit will reimburse the City for such work. All other work to be completed by the Developer.

- (7) It is further understood and agreed that the City will make all connections to the existing water system. The developer will disinfect the water system and submit testing results to the City prior to making the system live.
- (8) All water valves shall be provided with a gravel access 12" thick where no public roadway currently exists.

(b) City Costs

- (1) None.

(c) Required Inspections

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls Revisions thereto.

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-7-4, 7-7-11 and 10-12-4.2 a waste water collection system (eight-inch (8") minimum diameter) that will transport a flow of waste water, under conditions of maximum and minimum discharge from the development, to the existing City waste water system.
- (2) Waste water sewer lines adjacent to or internal to the development will be sized to continue the orderly expansion of the City Waste Water Collection System in accordance with existing sizing guidelines and computer sewer model.
- (3) Manholes to provide access for maintenance and cleaning of the sewer lines located at any change of grade or alignment of the sewer, at the end of each sewer and spaced not more than four hundred feet (400') apart.
- (4) During construction of the curb the letter S shall be stamped into the top or face of the curb directly in front of the sewer service line location. The impression shall be not less than one and one half inches (4") high.
- (5) All manholes shall be provided with a gravel access 12" thick where no public roadway currently exists.

(b) City Costs

- (1) None.
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto.

STORM DRAINAGE SYSTEM

- (a) Required Improvements
 - (1) Any valley-gutters, ditching, grading or other surface drainage facilities necessary to convey any storm run-off originating from or traversing across the proposed development over the land surface to a point of retention, detention or discharge approved by the City Engineer.
 - (2) Any catch basin, storm sewer and other sub-surface drainage facilities necessary to convey any storm run-off, originating from or traversing across the proposed development, to a point of retention, detention or discharge approved by the City Engineer.
 - (3) If storm run-off cannot be conveyed without causing damage to public or private property or without being an unreasonable inconvenience or hazard to a private individual, a group of individuals, or the general public, the storm drain shall be piped to the retention facility.
 - (4) All retention areas are to be on private property or tracts.

- (b) City Costs

- (1) None.

- (c) Required Inspections and Testing

- (1) The City will inspect all dry wells for geometry and materials. With prior written approval from the City Engineer other individuals may be authorized to inspect the work. Rock will be submitted for approval prior to placement in dry wells. A request for inspection shall be called in, forty eight (48) hours in advance or two (2) working days whichever is greater.

GRAVITY IRRIGATION SYSTEM

- (a) Required Improvements

- (1) Any pipe, boxes or other appurtenances necessary to convey all irrigation water in underground pipe across the development and any adjacent public

property. Irrigation facilities outside an established City irrigation district shall be constructed in an easement on private property except where it is necessary for irrigation water to cross the public right-of-way and all such crossings shall be perpendicular to the center line of said right-of-way unless otherwise approved by the City Engineer due to some unusual condition. Fences will not be located on top of irrigation facilities.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto.

PRESSURE IRRIGATION SYSTEM

(a) Required Improvements

- (1) Pursuant to Section 7-8-3 of the City Code, the use of the City's potable water supply as the primary source of irrigation water in all new developments shall be prohibited. For purposes of this subsection, the term "new development" means any new subdivision or ZDA, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or ZDA. One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be transferred to the City of Twin Falls before the filing of the final plat for use in the City's pressurized irrigation system.
- (2) Pressure irrigation water mains and fittings shall be six inch (6") minimum diameter or larger irrigation pipe that will transport a flow of water, which will satisfy all irrigation water demands of the development, based upon the computer irrigation water model that the developer's engineer has prepared or found in the current Pressurized Irrigation master plan.
- (3) Pressure irrigation lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the

City Pressure Irrigation water distribution network in accordance with existing sizing guidelines.

- (4) Pressurized irrigation valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users. One pressure irrigation water service line shall be constructed to each subdivision lot site at the time the pressure irrigation water lines are installed. The design shall minimize the length of the service line and shall terminate at the Right-of-Way. Service taps will not be allowed in intersection. One Pressure irrigation water service line tap, irrigation box, and service line shall be constructed for each subdivision lot connected to the City pressure irrigation water system.
 - (5) The Developer shall be responsible for all costs incurred in designing and installing the pressure irrigation station. This includes the land, pumps, motors, filters, enclosures, delivery system to the station from the TFCC head gate and away from the station on the historical path, storage, Supervisory Control and Data Acquisition (SCADA) system, and power to the station.
 - (6) All pressure irrigation system plans must be prepared by the Developer's engineer and shall be according to the Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings.
 - (7) The Pressure Irrigation System shall be located within easements, right-of-ways and/or property deeded to the City of Twin Falls.
 - (8) Private Pressure Irrigation Systems shall be located outside City Right-of-Way and within easements. No Public infrastructure will be associated with a private Pressure Irrigation System.
- (b) City Cost.
 - (1) None
 - (c) Required Inspections and Testing

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto.

SPECIAL FEATURES

Pursuant to commitments made by the Developer as conditions of approval of the development, the following special features shall be constructed:

- a) Required Improvements

Street sections and utility installation shall be per the approved construction plans on file with the City Engineering Dept.
Water mains shall be C-900, sized as depicted on the approved plans (6" minimum diameter where shown). Curbs and sidewalks will be per ISPWC standards with a 10' wide sidewalk on the west side of Creekside Way, all others per the approved construction plans.

- b) City Costs

- (1) None.

XIII.

The developer shall submit an Improvement Agreement with each individual construction phase.

The two (2) year time limit, (indicated in Section VI of the Agreement) for completing the required improvements shall begin from the date of the recordation of this agreement. The Developer may request an extension of the approvals previously given for another two (2) years.

XIV.

This agreement shall bind the parties hereto, their heirs, successors in interest, and lawful assigns.

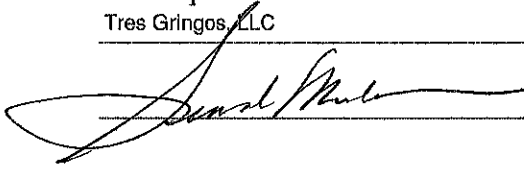
XV.

In the event of a breach of Agreement, or should legal action of any kind be taken to enforce the provisions, hereof, the prevailing party shall be entitled to reasonable attorney fees and costs awarded by the Court.

Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk_____
MayorDeveloper
Tres Gringos LLC

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public for Idaho, personally appeared _____, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public for Idaho
Residing

CORPORATION

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public for Idaho, personally appeared _____, known or identified to me (or proved to me on the oath of _____) to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the

person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public for Idaho
Residing _____

PARTNERSHIP

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this 5TH day of AUGUST, 2024, before me, the undersigned, a Notary Public for Idaho, personally appeared GERALD MARTENS, known or identified to me (or proved to me on the oath of _____) to be one of the partners in the partnership of TRES GRINGOS LLC, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



[Signature]

Notary Public for Idaho
Residing TWIN FALLS, ID
EXP: 8.15.2024

NOTICE OF DEVELOPER'S AGREEMENT

NOTICE IS HEREBY GIVEN, that a document entitled "Improvement Agreement for Developers" (hereafter "Agreement") has been executed and filed with the City of Twin Falls, Idaho, for the following named subdivision:

Perrine Point Subdivision, Phase 9, 10 & 11

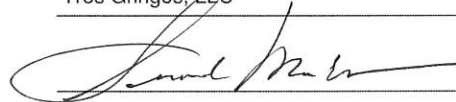
The Agreement imposes certain obligations upon the developer for the development of the subject property, and upon the developer's heirs, successors in interest and lawful assigns. Details of the conditions and obligations may be found by examining or photocopying the Agreement at the Office of the City Engineer, 203 Main Ave E, Twin Falls, Idaho 83301.

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

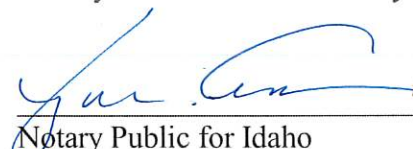
Developer
Tres Gringos, LLC



STATE OF IDAHO)
)ss.
County of Twin Falls)

On this 5TH day of AUGUST, 2024, before me, the undersigned, a Notary Public for Idaho, personally appeared GERALD MARTENS, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Notary Public for Idaho
Residing TWIN FALLS, ID
EXP: 8.15.2024



November 18, 2024, City Council Meeting

To: Honorable Mayor and City Council

From: Bill Carberry, Airport Manager

Request: Consideration of a request to confirm the mayoral appointment of Sherry Olsen-Frank to the Airport Advisory Board.

Time Estimate: The presentation will take approximately 3 minutes. Following the presentation, additional time may be necessary for questions.

Background: The airport advertised for applicants interested in becoming a city representative on the Airport Board. Staff worked with the City PIO to list the open position on the City Web page over a six-week period. Due to a late applicant withdrawal, Sherry Olsen-Frank was the lone applicant interviewed.

Sherry has a background in community volunteer work and a good understanding of current airport operations and development goals. She is married to outgoing city board member Tom Frank. Her background includes past participation on committees to include Planning and Zoning, TF Strategic Planning, Auger Falls, TF County Pest Abatement, Region IV Development, and the TF Pollinator Council.

The interview committee was composed of City Council airport board liaison, Chris Reid, County Commissioner's airport board liaison Brent Reinke, airport board Chairman Jim O'Donnell, and airport manager Bill Carberry. The committee was impressed with Sherry and unanimously agreed to recommend her for the position.

Approval Process: City Code 8-7-3 states that Airport Board member appointments are recommended by the mayor and confirmed by the City Council.

Budget Impact: None

Regulatory Impact: Approval of this request will maintain full membership on the Airport Advisory Board.

Conclusion: On behalf of the interview committee and Mayor Ruth Pierce, I recommend approval of the request to confirm the appointment of Sherry Olsen-Frank to the Airport Advisory Board.



Date: Monday, November 18, 2024
To: Honorable Mayor and City Council
From: Jonathan Spendlove, Planning and Zoning Director

ACTION ITEM

Request:

Request to adopt ordinance #2024-013 for Zoning Development Agreement on property located at 1607 Washington Street South.

Time Estimate:

Approximately five (5) minutes for presentation and questions.

Background:

On July 9, 2024, the Planning and Zoning Commission sent a positive recommendation to the City Council for the Zoning District Change and Zoning Map amendment from R-4 to R-4 ZDA.

On August 12, 2024, City Council heard, deliberated and approved the Zoning District Change and Zoning Map Amendment change from R-4 to R-4 ZDA on property located at 1607 Washington Street South, as requested by the applicant.

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-___ on third and final reading by title only.*

If five or more council members approve dispensing with the rules, then the title must be read, followed by a motion on approval of Ordinance 2022-___: *I move that we approve Ordinance 2022-___ as presented.*

Budget Impact:

N/A

Regulatory Impact:

The passing of this ordinance will change the zoning district of the property and new rules will apply to this property in regards to land use and other development criteria.

History:

N/A

Analysis:

N/A

Conclusion:

As directed by Council, staff has prepared an ordinance to finalize the Zoning District Change and Zoning Map Amendment process.

Attachments:

1. O-2024-013

ORDINANCE NO. 2024-013

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

WHEREAS, RE Financial, Inc. has made application for rezoning of property located at 1607 Washington Street South; City of Twin Falls, and an amendment of the revised Area of Impact and Comprehensive Plan Land Use Map; and

WHEREAS, the City Planning & Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 9th day of July, 2024, to consider the Zoning Designation and necessary Zoning & Planning Map amendment upon a rezone of the real property below described, and an amendment to the revised area of Impact and Comprehensive Plan Land Use Map; and,

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

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 12th day of August, 2024.

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

SECTION 1. The following described real property located at 1607 Washington Street South is the subject of a Zoning District Change and Zoning Map amendment from R-4 to R-4 ZDA.

"Exhibit A"-Legal Description

"Exhibit B"-Zoning Development Agreement

SECTION 2. That the Area of Impact and Zoning Districts Map for the City of Twin Falls, Idaho, be and the same area hereby amended to reflect the rezoning designation of the real property above described.

SECTION 3. Public services may not be available at the time of development of this property, depending upon the speed of development of this and other

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

PASSED BY THE CITY COUNCIL _____, 20____

SIGNED BY THE MAYOR _____, 20____

Mayor

ATTEST:

Deputy City Clerk

PUBLISH: Thursday, _____, 20____

Exhibit A

A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER,
SECTION 28, TOWNSHIP 10 SOUTH, RANGE 17 EAST, BOISE MERIDIAN,
IN THE CITY OF TWIN FALLS, COUNTY OF TWIN FALLS, STATE OF IDAHO,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28;

THENCE NORTH 00°38'55" EAST ALONG THE WESTERLY BOUNDARY OF SAID SECTION 28 A
DISTANCE OF 472.34 FEET;

THENCE SOUTH 88°07'14" EAST A DISTANCE OF 33.01 FEET TO A POINT IN THE EASTERLY
BOUNDARY OF STATE HIGHWAY 74, ALSO BEING THE NORTHWEST CORNER OF CASCADE
SUBDIVISION, RECORDED AUGUST 28, 1974 AS INSTRUMENT NO. 0000-669794 IN THE OFFICE
OF TWIN FALLS COUNTY RECORDER, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88°07'14" EAST ALONG NORTH BOUNDARY OF SAID CASCADE
SUBDIVISION A DISTANCE OF 294.62 FEET TO THE NORTHEAST CORNER OF SAID CASCADE
SUBDIVISION;

THENCE SOUTH 00°38'55" WEST ALONG THE EASTERLY BOUNDARY OF SAID CASCADE SUBDIVISION
A DISTANCE OF 213.70 FEET;

THENCE, LEAVING SAID EASTERLY BOUNDARY OF CASCADE SUBDIVISION, SOUTH 88°51'05" EAST
A DISTANCE OF 329.42 FEET TO A POINT ON THE WESTERLY BOUNDARY OF GOLDEN EAGLE
SUBDIVISION NO. 1, RECORDED FEBRUARY 6, 2006 AS INSTRUMENT NO. 2006-002855 IN THE
OFFICE OF TWIN FALLS COUNTY RECORDER;

THENCE NORTH 00°36'20" EAST ALONG SAID WESTERLY BOUNDARY A DISTANCE OF 401.89 FEET
TO THE SOUTHEAST CORNER OF SOUTHWOOD SUBDIVISION, RECORDED JUNE 14, 1972 AS
INSTRUMENT NO. 0000-635981 IN THE OFFICE OF TWIN FALLS COUNTY RECORDER;

THENCE NORTH 88°07'41" WEST ALONG THE SOUTHERLY BOUNDARY OF SAID SOUTHWOOD
SUBDIVISION A DISTANCE OF 623.80 FEET TO THE EASTERLY BOUNDARY OF SAID STATE
HIGHWAY 74;

THENCE SOUTH 00°38'55" WEST ALONG THE EASTERLY BOUNDARY OF SAID STATE HIGHWAY 74 A
DISTANCE OF 192.31 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 4.35 ACRES

1607 South Washington Development

ZDA Development Commitment

Pursuant to All Parts of the Planning Exhibit

This ZDA Development Commitment is made and entered into this 12th day of August, 2024, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and RE Financial, LLC and/or their successors and assigns hereinafter called "Developer" for the purpose of developing a residential subdivision as a Zoned Development Agreement (ZDA). The legal description of the property is: See Attachment

Development and Improvements shall conform to the standards and regulations of the Twin Falls City Code Title 10 – Chapter 4 – Section 5 and Chapter 6 - Section 1, and all references to other sections therein, as amended, except for the following:

(1) Use Regulations:

(A) Permitted Uses: Modified to include: Dwellings – Attached Single Household (aka Townhouses).

(B) Special Uses: None Requested

(C) Prohibited Uses: None Requested.

(2) Property Development Standards:

(A) Lot Area : Modified as Follows: Townhouse lots identified on Plat. : Minimum 620 Square Feet

(B) Lot Occupancy: Modified As Follows:

1. Townhouse Lots identified on Plat: 100% of Lot Area

2. Open Space or Common Area Tracts: 0% Occupancy

(C) Building Height: None requested.

(D) Yards: Modified as Follows: Townhouse Lots: No property Line Setback Required

1. All Buildings shall be a Minimum of 20 feet from exterior project boundary.

2. Street Setbacks: No Change Requested

(E) Access: Modified As shown

1. Ponderosa Street will be developed as a public street through the development along the east property boundary from the current dead end to Vista Avenue.

2. Access to the buildings will be through private driveways that are accessed from Ponderosa Street . On-site parking will be in parking areas along those private drives. The two existing driveways from Washington Street south will continue to access the two existing single family homes. Vista Drive will be constructed to South Hills Road

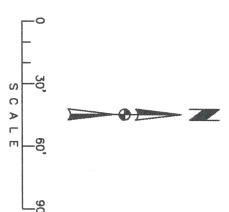
- (F) Landscaping: On-Site Landscaping shown on Master Development Plan and Landscaping Plan to be installed, owned and maintained by Homeowners Association.
- (G) Off Street Parking: Provided as required by the City Code.
- (H) Walls, Fences, Hedges, Trees, Shrubs, and Landscaping Structures: The exterior fence where needed shall be constructed for each phase identified on the Plat document, prior to the issuance of a building permit.
- (I) Platting: A final plat will recorded for each phase.
- (3) Other Site development Criteria – if applicable
 - (A) Building Elevations: Project to be Constructed in accordance with the Building Elevations Provided with This Agreement.
 - (B) Density: No Change Requested.
 - (C) Residential Lot Width: Platted townhouse lot width will be a minimum of 15.5 feet .
 - (D) Residential Lot Depth: Platted townhouse lot length will be a minimum 40 feet .
 - (E) Open Space or Common Area: No minimum or maximum size
 - (F) Screening: Modified to include the following
 - 1. Trash containers shall be visibly screened from roadways, adjacent residential areas, and adjacent properties. Screening may consist of landscaping, masonry walls, or vision barrier fencing.
- (4) Architectural Standards: The buildings will be constructed by the developer and/or its successors and assigns in accordance with the building elevations included with this application.
- (5) Management Associations: A 1607 South Washington Homeowners Association will be formed for the Townhouse properties with documentation recorded at Twin Falls County.
- (6) Project Phasing: The development will be constructed in phases. The schedule for the construction is to complete one or more phases each year starting in 2024 and to be completed by 2034.

If no development has occurred on the ZDA subject parcel within the time identified, the planning and zoning commission and city council may review the original ZDA development requirements and conceptual development plan to ensure their continued validity. If the city determines the concept is no longer valid, then:

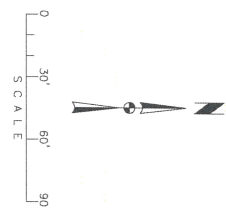
- (A) The city may initiate a process to change the zoning classification, or
- (B) New ZDA development requirements and/or a new conceptual development plan may be required to be approved prior to the city issuing a building permit for any portion of the ZDA subject parcel

On August 12, 2024 the City Council approved the development as presented subject to the following conditions:

- 1. Subject to site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards.



SITE LAYOUT ALT 4_23.DWG
SHEET 1



SHEET 1

1607 SOUTH WASHINGTON
CITY OF TWIN FALLS, IDAHO

ZDA APPLICATION
LANDSCAPE PLAN

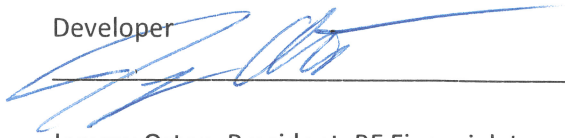
DRAWN BY: RLM
CHECKED BY: RLM
DATE: 12/19/22
JOB NO. 121922
PRELIMINARY



REV	DATE	REVISION

NOT FOR
CONSTRUCTION

Developer


Jeremy Orton, President, RE Financial, Inc.

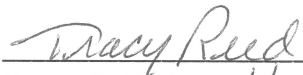
CORPORATION

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this 18th day of October, 2024, before me, the undersigned, a Notary Public for the State of Idaho, personally appeared Jeremy Orton, known or identified to me to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.




Notary Public for Idaho
Residing at Twin Falls County

The City of Twin Falls.

Ruth Pierce, Mayor

Date: _____

STATE OF IDAHO

) ss.

County of Twin Falls

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared **Ruth Pierce, Mayor of the City of Twin Falls**, known to me to be the person whose name is) subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the **City of Twin Falls**.

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

NOTARY PUBLIC

Residing at: _____

Commission expires: _____



Date: Monday, November 18, 2024
To: Honorable Mayor and City Council
From: Kelli Ebersole, City Planner, City Planner

ACTION ITEM

Request:

Request to approve a Zoning District Change from R-6 to C-1 on property located on the south side of the 1900 block of 4th Avenue East. c/o Ajia, LLC on behalf of Perrine Investments, LLC (PZ24-0094).

Time Estimate:

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

Background:

The applicant, Perrine Investments, LLC, represented by Ajia, LLC is proposing to rezone the property generally located on the south side of the 1900 block of 4th Avenue East from R-6, Multi-Family Residential, to C-1, Commercial Highway District. The subject property is approximately 6.39 acres.

The property is currently vacant, and there are no records showing development on this property.

On October 8, 2024, the Planning and Zoning Commission recommended a zoning designation of C-1, Commercial Highway District, to City Council.

Approval Process:

Per City Code 10-14-4 thru 10-14-7

Zoning districts, zoning subdistricts, and overlay districts shall be amended if the request is in accordance with a comprehensive plan. The commission may recommend, and the council may adopt or reject the ordinance amendment under the notice and hearing procedures. The commission, prior to recommending a zoning map amendment that is in accordance with a comprehensive plan to the council, shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard.

The commission shall transmit its recommendation to the council. The commission may recommend that the amendment be granted as requested, or it may recommend a modification of the amendment requested, or it may recommend that the amendment be denied. The commission shall ensure that any favorable recommendations for amendments are in accordance with a comprehensive plan and established goals and objectives.

The council, prior to adopting, revising or rejecting the amendment to this title as recommended by the commission, shall conduct at least one public hearing using the same notice and hearing procedures as the commission.

Budget Impact:

N/A

Regulatory Impact:

If approved, the Zoning District Change will remove the current zone's development entitlements, and those will be replaced with the proposed zone's development entitlements. In this case, approval of the application will remove the R-6 uses and the C-1 Zoning District land uses will be allowed.

Per City Code 10-14-7, In the event the council shall approve an amendment, such amendment shall thereafter be made upon the preparation and passage of an ordinance.

Per City Code 10-3-3, Any land located within a zoning district designated on the official zoning map, shall only be used as permitted per the zoning district in which it is located.

History:

The property is currently zoned R-6, Multi-Family Residential. This property is vacant and has never been developed per County records.

This property is located in the Twin Falls Acres Inside, and consists of approximately 6.39 acres. The property is located between Manufacturing and Residential zones.

Analysis:

The applicant has proposed to rezone this property to C-1, Commercial Highway District, to be developed for commercial uses.

City Staff finds the result of this change may create an area that will serve the current development, both residential and manufacturing/businesses.

The potential detrimental impacts on surrounding areas will be largely due to the location of the flood plain, with the canal running through the eastern portion of the property. The applicant will need to have the project surveyed to determine how much of the property is located in the flood plain, and work with the Twin Falls Canal Company during the construction phase of the project to determine appropriate setbacks.

The potential impact of changing the zoning density may pose some problems with land use compatibility for the neighbors to the North and West. The council should take this into consideration and determine if the uses are compatible.

The Comprehensive Plan designates this area as "Town Neighborhood", which is primarily residential in character. The Future Land Use map shows a small portion designated as "commercial". This line of distinction should be viewed as "fuzzy," allowing the Commission to interpret which designation is most appropriate. With this property's location between a Light Manufacturing zone and residential (multi-family), the Commercial Highway District may make a transitional zone between the two. As this property has never been developed, commercial businesses in this area are a good use of the property, as it may serve the surrounding business and residential communities.

Staff has determined this request is compatible with the 2016 Grow with Us Comprehensive Plan.

This specific project accomplishes a number of goals found in the Comprehensive Plan:

- Land Use Goal 3: Encourage mixed use developments that provide the benefits of more compact, denser development with a mix of living, shopping, and working environments.

- Land Use Goal 5: Create great neighborhoods with a wider range of housing types, mix of uses and amenities.

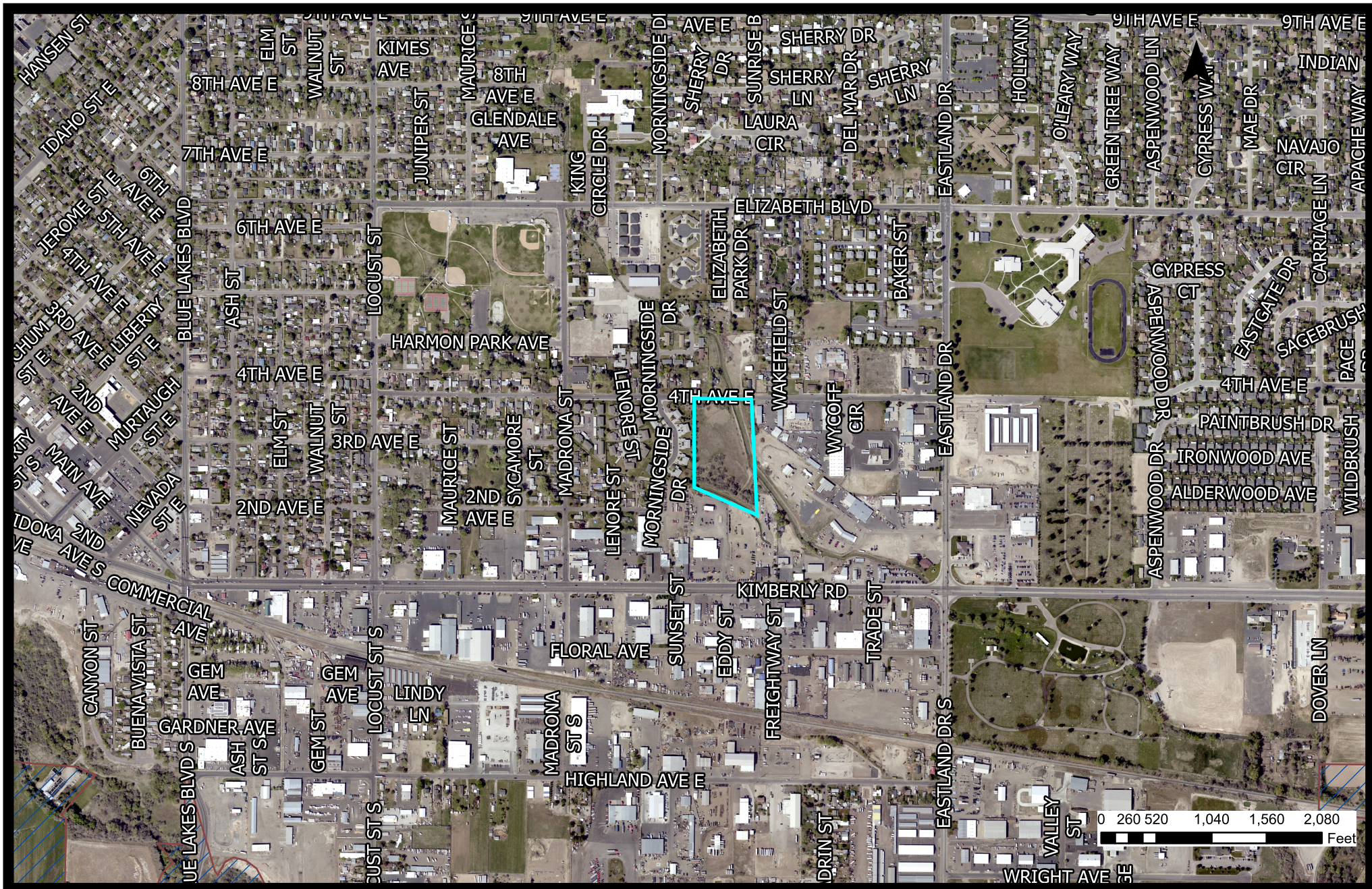
Conclusion:

The Council is tasked to make a decision on this request. The Council may approve the amendment be granted as requested, modify the request, add conditions to the amendment request, or it may recommend that the amendment be denied.

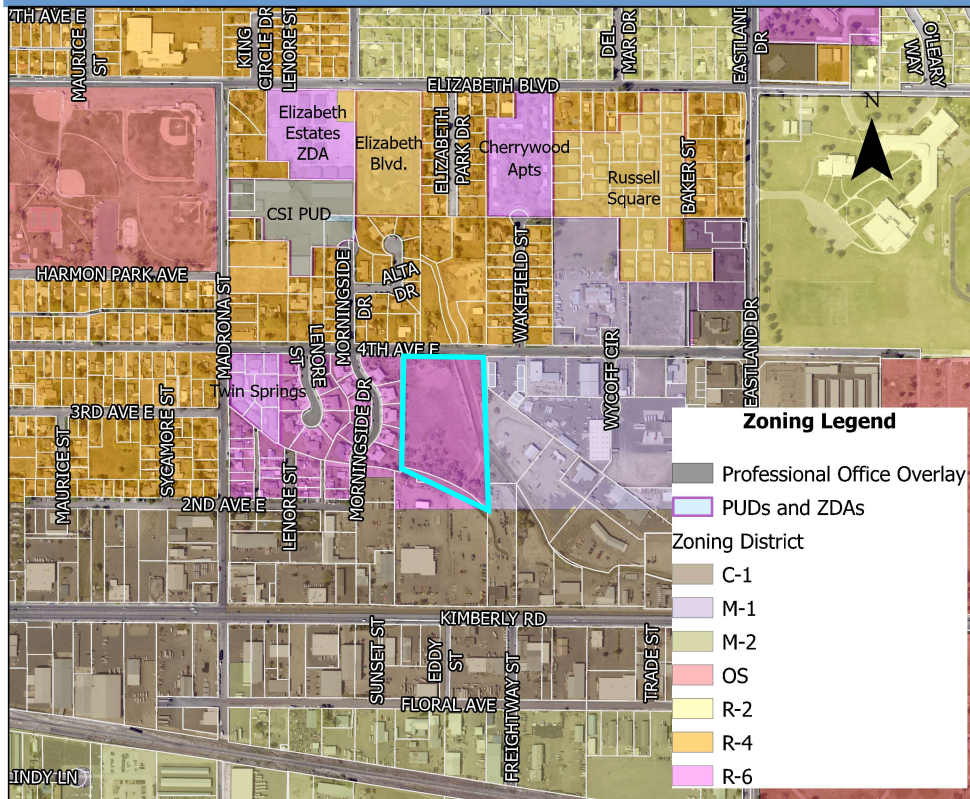
Attachments:

1. PZ24-0094 Vicinity Map
2. PZ24-0094 Presentation Map
3. PZ24-0094 Flood Plain Map
4. PZ24-0094 Applicant Narrative
5. PZ24-0094 Applicant Map
6. PZ24-0094 R6 and C1 Land Use Comparison
7. PZ24-0094 PZC Hearing Minutes - 10.08.2024

VICINITY MAP



ZONING MAP



Zoning

Current Zoning: R-6

Current Land Use: Vacant

Proposed Zoning: C-1

Proposed Land Use:
Commercial Development

Surrounding Area

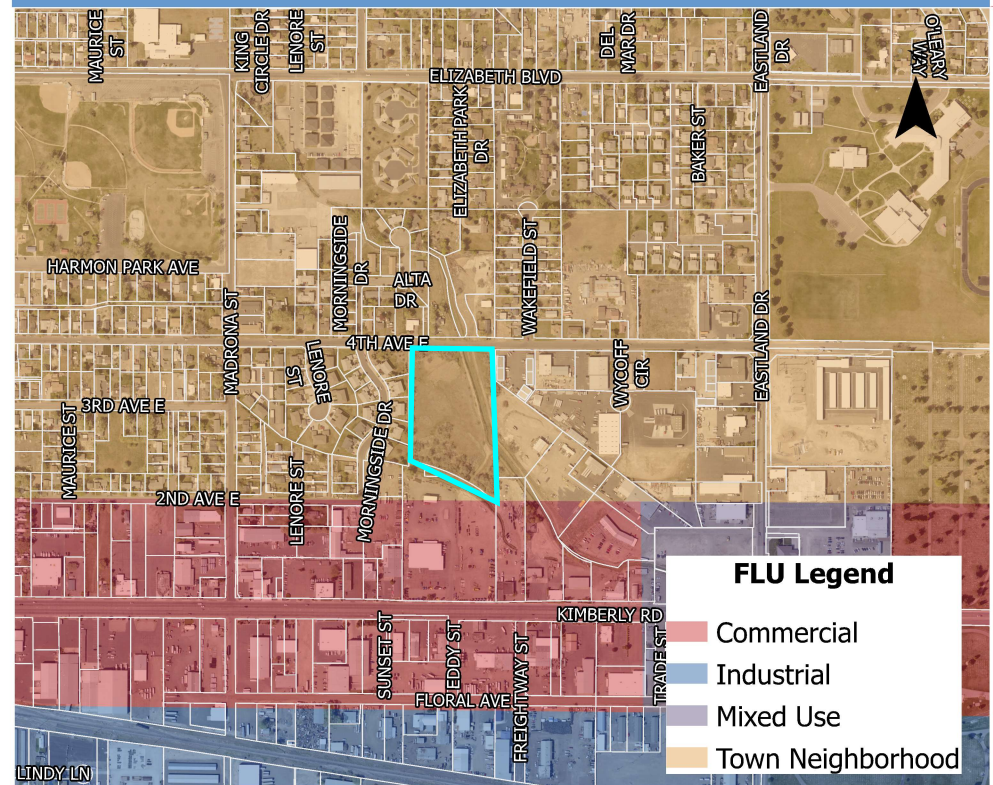
North: Residential

South: Tractor Dealer

East: Light Manufacturing

West: Residential

FUTURE LAND USE MAP



Regulations

10-14-1, 10-14-4, 10-14-06, 10-14-7,
10-14-5

FLU Category

Town Neighborhood:

Primarily residential in character

- Lot sizes are smaller than found in Rural Residential

- Contiguous, and clustered development to maximize open space and community gathering areas

Single-family attached and detached

- Duplexes, triplexes, and townhomes

- Parks and recreation facilities

- Schools

- Civic facilities



Harmon
Park

Subject Property

berly Rd

Kimberly Rd

30

30

Kimberly Rd



Harmon
Park

Subject Property

berly Rd

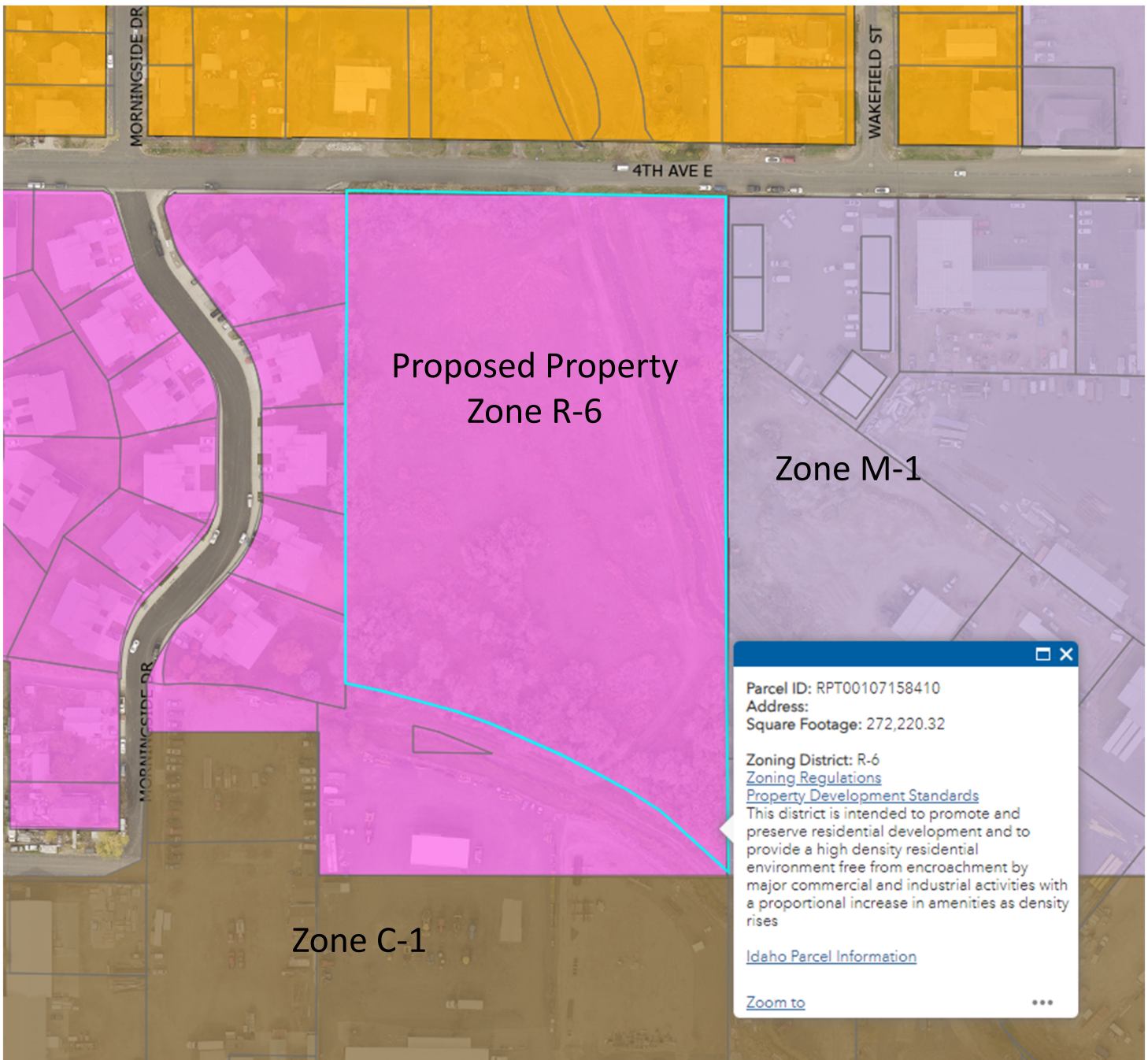
Kimberly Rd

30

30

Kimberly Rd

Parcel ID: RPT00107158410



Land Use Comparison Chart

Property Development Standards Comparison

R-6 Zoning District (current zone)	C-1, Commercial Zoning District (requested zone)
<u>Allowed Uses:</u> Communications and utilities: a. Underground and aboveground transmission lines. b. Utility owned buildings and structures less than twenty five (25) square feet in area and less than three feet (3') aboveground. Parks: a. Open space. b. Private parks and playgrounds without crowd attracting facilities. c. Public parks and playgrounds without crowd attracting facilities. Residential: a. Accessory buildings (less than 1,000 square feet), personal swimming pools and other accessory uses. b. Dwellings - attached single household dwellings on lots fronting on an arterial or collector street. c. Dwellings - detached single household. d. Dwellings - duplex. e. Dwellings - multiple household (5 units or more). f. Dwellings - triplex and fourplex. (Ord. 2526, 5-20-1996)	<u>Allowed Uses:</u> Communications and utilities: a. Radio and television stations without transmission and receiving towers. b. Telegraph centers and telegraph stations. c. Telephone exchange stations. d. Underground and aboveground transmission lines. e. Utility owned buildings and structures less than twenty five (25) square feet in area and less than three feet (3') aboveground. Cultural facilities: a. Botanical gardens and arboretums. b. Historic sites and monuments. c. Libraries, museums and art galleries. d. Planetariums and aquariums. Governmental facilities: a. Fire stations and police stations. b. Governmental office buildings. c. Judicial facilities. Manufacturing: a. Business park ZDA only. Medical Facilities: a. Acupuncture facilities approved by the South Central district health department or other state regulatory agency. b. Ambulance service. c. Doctors' offices. d. Drug and alcohol treatment centers. e. Hospitals and clinics. f. Rehabilitation services. Parks: a. Open space. b. Park concessions. c. Private parks and playgrounds without crowd attracting facilities. d. Public parks and playgrounds without crowd attracting facilities. e. Public parks and playgrounds with crowd attracting facilities. Public assembly: a. Auditoriums. b. Funeral chapels. c. Religious facilities. d. Schools - private, single purpose.

- e. Schools - private, vocational and/or academic.
- f. Schools - public.
- g. Theaters - indoor.
- h. Wedding chapels and/or reception halls.

Residential:

- a. Accessory buildings (less than 1,000 square feet), personal swimming pools and other accessory uses.
- b. Bed and breakfast facilities.
- c. Dwellings - multiple household (5 units or more).
- d. Home occupations.
- e. Household units existing at the time this title was adopted.
- f. Household units in the same building as an allowed use and occupied by the owner or an employee of the allowed use.
- g. Household units in upper floor of commercial or professional buildings.
- h. Nursing homes and rest homes.
- i. Residence halls, residence hotels, rooming houses.

Retail trade:

- a. Alcoholic beverages when consumed on premises where sold and if located three hundred feet (300') or more from residential property.
- b. Apparel and accessories.
- c. Automobile parts store.
- d. Bakery.
- e. Bookstore.
- f. Commercial greenhouses.
- g. Craft shop, in conjunction with retail business.
- h. Eating places.
- i. Farm and garden supplies.
- j. Florist shop.
- k. Food, drugs, etc.
- l. General merchandise.
- m. Hardware store.
- n. Hobby and toy store.
- o. Home furnishings and equipment.
- p. Ice cream store.
- q. Import store.
- r. Laundering and dry cleaning.
- s. Laundromats.
- t. Lumber, plumbing and/or electrical supply stores.
- u. Music store.
- v. Pawnshop.
- w. Pet shop.
- x. Sporting goods store.
- y. Taxidermy studio.
- z. Temporary automobile, truck and recreational vehicle sales permitted with staff approval, provided that there shall be state approval, no parking or display of vehicles in landscaped areas, and no sight obstructions.

Services:

- a. Advertising.

	b. Apparel repair and alteration. c. Beauty and barber shops. d. Building care contracting offices. e. Business associations. f. Civic, social and fraternal organizations. g. Construction trade offices. h. Consumer credit collection offices. i. Copy center - self-service. j. Daycare services. k. Dog grooming and/or kennels. l. Duplicating and stenographic offices. m. Employment agency. n. Finance and investment offices. o. Horticultural services. p. In home daycare services. q. Insurance and related business. r. Labor unions and organizations. s. Photography studios. t. Professional organizations. u. Professional services. v. Real estate and related business. w. Tourist information center. x. Welfare and charitable facilities. Sports facilities: a. Athletic areas. b. Miniature golf courses. c. Outdoor, public and commercial ice and roller skating facilities. d. Outdoor, public and commercial swimming pools. e. Outdoor, public and commercial tennis courts. Transportation: a. Bus facilities, including pick up shelters. b. Open parking lot or garage for automobiles. c. Taxicab office. d. Ticket and arrangement facilities.
<u>Property Line Setbacks:</u> (per building) Front Yard: 20' minimum from property line. Side Yard: 5' minimum to the side property line. Rear Yard: 15' minimum from property line.	<u>Property Line Setbacks:</u> Front: A setback of thirty-five feet (35') shall be maintained on major arterials Side & Rear: No property line setbacks are required on side yard or rear yards
<u>Off Street Parking:</u> Residential: 2 off street parking spaces per dwelling unit. Non Residential: Follow City Code 10-10	<u>Off Street Parking:</u> 4 spaces per 1000 sq. ft.
<u>Building Height:</u> No building shall exceed thirty-five feet (35') in height.	<u>Building Height:</u> No building shall exceed fifty feet (50') in height except as provided by section 10-7-3 of this title.



Twin Falls Planning & Zoning Commission Minutes

Tuesday, October 8, 2024, 6:00 PM

203 Main Ave East
Twin Falls, ID 83301

COUNCIL CHAMBERS

Members -

City Limits: Chairperson Danielle Titus; Vice-Chair Cortney Campbell; Todd Rambur; Robyn Weatherford; Kelly Herrgesell; Tiffany Zimmerman

Area of Impact: Susan Petruzzelli

1) Confirmation of Quorum/Call Meeting to Order

Chairperson Titus called the meeting to order at 06:00 PM

Members Attending: Titus, Rambur, Weatherford, Zimmerman

Staff Attending: Spendlove, Klaver, Ebersole, Green, Schuerman

2) Conflict of Interest Declaration

3) Consent Calendar

- a) Approval of minutes from the following meeting: September 24, 2024

Commissioner Zimmerman made a motion to approve the consent calendar, as presented.

Commissioner Rambur seconded the motion.

4) Items of Consideration

- a) Request for the consideration of the Preliminary Plat for Haven Rock Subdivision, consisting of 214 lots on 24.39 acres located at 761 Filer Avenue West. c/o Rex Harding on behalf of Ray Perron. (PZ24-0055).

Staff Presentation:

Senior Planner Klaver presented the request for the consideration of the Preliminary Plat for Haven Rock Subdivision, consisting of 214 lots on 24.39 acres located at 761 Filer Avenue West. c/o Rex Harding on behalf of Ray Perron. (PZ24-0055).

Per City Code 10-12-2-3: The Commission shall review the preliminary plat. The Commission's decision is final unless appealed to the City Council. The final plat is reviewed by the City Council.

Commission's Findings: In determining the acceptance of a proposed subdivision the Commission shall consider the objectives of this Title and at least the following:

1. The conformance of the subdivision with a Comprehensive Plan.
2. The availability of public services to accommodate the proposed development.
3. The continuity of the proposed development with the capital improvement program.
4. The public financial capability of supporting services for the proposed development; and
5. The other health, safety or environmental problems that may be brought to the Commission's attention.

Action On Preliminary Plat: The Commission may approve, conditionally approve, disapprove, or table for additional information when acting on the preliminary plat.

The last official Plat done on this parcel was the Orchalara Subdivision and was done in 1908. Since then, Lots 4,5, & 6 have been broken up. November 11, 2023 the Martin Street Development Zoning District Agreement was adopted for this proposed area.

Staff has reviewed the preliminary plat based on the proposed development plan, the zoning regulations and comprehensive plan and finds that the preliminary plat is within compliance should the applicant conform to Staff's recommended conditions.

Upon conclusion, this preliminary plat complies with the standards as outlined in the City's General Subdivision Provision of Title 10, Chapter 12, Section 3, all regulations regarding R-4 zoning development standards, and the 2016 comprehensive plan. All general criteria for approval have been met, per State Statute 50 - Chapter 13.

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

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards;
2. Subject to submittal of a preliminary plat submitted, prior to final plat submittal, showing compliance with all conditions and comments in Engineering Memorandum dated July 8, 2024; and
3. Subject to landscape plan submitted, prior to final plat submittal, showing compliance with all conditions and comments in Parks and Recreation Memorandum dated August 19, 2024.

PZ/Questions & Comments:

- Commissioner Rambur asked if was it approved to the east for multifamily.
- Senior Planner Klaver clarified what was approved and that there were no significant changes.
- Commissioner Rambur asked if it was supposed to start in the south end and move north.
- Chairperson Titus asked to clarify any existing roads and if there are any new roads.
- Senior Planner Klaver explained which ones were existing roads and where the new roads will be.
- Commissioner Rambur asked if the roundabout and Martin St exchange were already approved.
- Senior Planner Klaver stated they were part of the condition of the ZDA.
- Commissioner Rambur asked about the canal.
- Senior Planner Klaver stated all water rights will be preserved.
- Director Spendlove stated the phases were not conditions but were discussed.

Applicant Presentation:

Rex Harding corrected the number of single 112 total of 256 units. They are working with the city on the roundabout and Martin Street. The internal streets will be public streets. The south-east area is being worked on and they might go together on water.

PZ/Questions & Comments:

- Commissioner Rambur asked if they have had any dialogue with the neighbors.
- Rex Harding replied that they have talked with one and she wanted to make sure she has access to the water.
- Commissioner Rambur asked about the house to the west.
- Rex Harding stated they have not since the ZDA was approved.

Public Hearing: Opened

- Gerald McNabb asked what is the city going to do with the abandoned property and how are they going to get access to water with the roundabout.

Public Hearing: Closed

- Senior Planner Klaver explained that the roads and roundabout are still being designed and the access for others is always considered.
- Chairperson Titus asked if the city has certain roadways and accesses do they have to have a certain distance from the intersection.
- Senior Planner Klaver replied that they do have standards but he does not have specifics.
- Gary Perron is an applicant and answered the questions about the phasing.

Discussions Followed:

- Commissioner Rambur is in favor of the 50' setback. He feels this fits the comprehensive plan with multifamily close.
- Commissioner Weatherford feels this fits and likes it.

MOTION: Commissioner Rambur moved to approve the request for the consideration of the Preliminary Plat for Haven Rock Subdivision, consisting of 214 lots on 24.39 acres located at 761 Filer Avenue West. c/o Rex Harding on behalf of Ray Perron. (PZ24-0055). Commissioner Weatherford seconded the motion. Roll call vote showed all members present voted.

Approved 4 to 0.

5) Public Hearings

- a) Request for a Special Use Permit for a home occupation (dog grooming) on property located at 782 Bighorn Dr. c/o Stephanie Fort-Baliola (PZ24-0093).

Staff Presentation:

City Planner Ebersole presented the request for a Special Use Permit for a home occupation (dog grooming) on property located at 782 Bighorn Dr. c/o Stephanie Fort-Baliola (PZ24-0093). Per City Code 10-13-2-2 The Special Use Permit process requires a public hearing in which interested persons have the opportunity to be heard, with regards to the application.

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

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

The property is zoned R-2, Residential Single Household or Duplex District and located in the Twin Falls Grandview Estates Subdivision. Per city code, a Home Occupation requires a Special Use Permit in the R-2 zoning district.

According to County Records, the house was built in 2018. Records show the base square footage is 2,740 square feet. According to the narrative and site plan, the applicant will be using one room of the home for the grooming business (144 square feet), meeting the size restriction for a "home occupation" of 400 square feet.

The applicant stated in their narrative that the business will service one dog at a time, with an estimate of five (5) dogs per day. This business will be a sole proprietorship, with no other employees.

Hours of operation are Monday – Thursday, 8:00 am to 5:00 pm. Clients will drop off their dog at their scheduled appointment time and be expected to pick up within 30 minutes of completion. There is accessible customer parking in the driveway and in front of the home.

The surrounding properties are primarily residential. Per their narrative, the applicant has stated there will be minimum impact to the surrounding properties due to noise, as all work will happen indoors, and no impact due to glare, odor, and fumes. The applicant has stated any dog waste will be picked up immediately and disposed of properly.

Per City Code 10-10-2, off-street paved parking is required for a home occupation. The property has a paved driveway with two available spaces for customer drop off and pick up. The street frontage may also be used by customers.

The 2016 Comprehensive Plan; "Grow With Us" designates this area as appropriate for "Town Neighborhood", which is primarily residential in character, lot sizes are smaller than found in Rural Residential, with contiguous, and clustered development to maximize open space and community gathering areas. This designation consists of single-family homes, attached and detached, duplexes, triplexes, and townhomes, parks and recreation facilities, schools, and Civic facilities.

Staff has determined the proposed use is compatible with the comprehensive plan.

Based on the standards for approval, staff does not foresee detrimental impacts related to the land use.

The commission is tasked with making a ruling on the request. The commission may approve the request, as presented, approve the request with added conditions, deny the request, or table for further information. Approval of this zoning request does not preclude the applicant from obtaining the required permits and/or licenses needed to complete the project.

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

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

Applicant Presentation:

Stephanie Fort-Baliola has been a groomer for 7 years. Her clients are established and will follow her to her new business. She can change hours if needed. Everything is indoors. She has a company that comes once a week to clean outside.

Public Hearing: Opened

- Greg Fulton spoke and was concerned about traffic in the future. He asked about the homeowners association and if they have been contacted because CC&R's don't allow a home business.
- Chairperson Titus spoke that HOA and CC&R's are not enforced by the city.
- Stephanie Fort-Baliola stated the traffic won't change and she did talk to the HOA.
- Chairperson Titus asked if employees can be added.
- Director Spendlove answered no.

Public Hearing: Closed

Discussions Followed:

- Commissioner Rambur feels this is appropriate with town neighborhood.
- Commissioner Zimmerman asked if complaints happen can they revoke the permit.
- City Planner Ebersole replied that yes they can.

MOTION: Commissioner Weatherford moved to approve the request for a Special Use Permit for a home occupation (dog grooming) on property located at 782 Bighorn Dr. c/o Stephanie Fort-Baliola (PZ24-0093). Commissioner Rambur seconded the motion. Roll call vote showed all members present voted.

Approved 4 to 0.

- b) Request for a recommendation to City Council to approve a Zoning District Change from R-6 to C-1 on property located on the south side of the 1900 block of 4th Avenue East. c/o Ajia, LLC on behalf of Perrine Investments, LLC (PZ24-0094).

Staff Presentation:

City Planner Ebersole presented the request for a recommendation to City Council to approve a Zoning District Change from R-6 to C-1 on property located on the south side of the 1900 block of 4th Avenue East. c/o Ajia, LLC on behalf of Perrine Investments, LLC (PZ24-0094).

Per City Code 10-14-4 thru 10-14-7

Zoning districts, zoning subdistricts, and overlay districts shall be amended if the request is in accordance with a comprehensive plan. The commission may recommend, and the council may adopt or reject the ordinance amendment under the notice and hearing procedures. The commission, prior to recommending a zoning map amendment that is in accordance with a comprehensive plan to the council, shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard.

The commission shall transmit its recommendation to the council. The commission may recommend that the amendment be granted as requested, or it may recommend a modification of the amendment requested, or it may recommend that the amendment be denied. The commission shall ensure that any favorable recommendations for amendments are in accordance with a

comprehensive plan and established goals and objectives.

The council, prior to adopting, revising or rejecting the amendment to this title as recommended by the commission, shall conduct at least one public hearing using the same notice and hearing procedures as the commission.

The property is currently zoned R-6, Multi-Family Residential. This property is vacant and has never been developed per County records.

This property is located in the Twin Falls Acres Inside, and consists of approximately 6.39 acres.

The property is located between Manufacturing and Residential zones.

The applicant has proposed to rezone this property to C-1, Commercial Highway District, to be developed for commercial uses.

City Staff finds the result of this change may create an area that will serve the current development, both residential and manufacturing/businesses.

The potential detrimental impacts on surrounding areas will be largely due to the location of the flood plain, with the canal running through the eastern portion of the property. The applicant will need to have the project surveyed to determine how much of the property is located in the flood plain, and work with the Twin Falls Canal Company during the construction phase of the project to determine appropriate setbacks.

The potential impact of changing the zoning density may pose some problems with land use compatibility for the neighbors to the North and West. The commission should take this into consideration and determine if the uses are compatible.

The Comprehensive Plan designates this area as "Town Neighborhood", which is primarily residential in character. The Future Land Use map shows a small portion designated as "commercial". This line of distinction should be viewed as "fuzzy," allowing the Commission to interpret which designation is most appropriate. With this property's location between a Light Manufacturing zone and residential (multi-family), the Commercial Highway District may make a transitional zone between the two. As this property has never been developed, commercial businesses in this area are a good use of the property, as it may serve the surrounding business and residential communities.

Staff has determined this request is compatible with the 2016 Grow with Us Comprehensive Plan.

This specific project accomplishes a number of goals found in the Comprehensive Plan:

- Land Use Goal 3: Encourage mixed use developments that provide the benefits of more compact, denser development with a mix of living, shopping, and working environments.
- Land Use Goal 5: Create great neighborhoods with a wider range of housing types, mix of uses and amenities.

The Commission is asked to make a recommendation to the City Council on this request. The commission may recommend that the amendment be granted as requested, modify the request, add conditions to the amendment request, or it may recommend that the amendment be denied.

PZ/Questions & Comments:

- Chairperson Titus asked if C-1 has side and rear setbacks are there any with residential.
- City Planner Ebersole replied there are when next to residential.
- Commissioner Rambur asked if when they decide what they are building will that come back to the city.
- City Planner Ebersole replied that it comes for building review as long as it's permitted.

Applicant Presentation:

Ben Lida from Ajia stated they have no plans for development and they want open options.

Public Hearing: Opened and closed with no public input

Discussions Followed:

- Commissioner Rambur feels this is compatible with comprehensive plan.
- Commissioner Weatherford feels this fits with the surrounding area.
- Commissioner Zimmerman would like in addition to the setback more landscaping.

MOTION: Commissioner Weatherford moved to approve the request for a recommendation to City Council to approve a Zoning District Change from R-6 to C-1 on property located on the south side of the 190 block of 4th Avenue East. c/o Ajia, LLC on behalf of Perrine Investments, LLC (PZ24-0094). Commissioner Zimmerman seconded the motion. Roll call vote showed all members present voted.

Approved 4 to 0.

- c) Request for a recommendation to City Council to approve a Zoning District Change from C-1 PUD to C-1 on property located on the north side of the 2000 block of Pole Line Road East (Entirety of Pillar Falls Plaza Subdivision). c/o Greg Elmore on behalf of Dirk Reitsma (PZ24-0095).

Staff Presentation:

Senior Planner Klaver presented the request for a recommendation to City Council to approve a Zoning District Change from C-1 PUD to C-1 on property located on the north side of the 2000 block of Pole Line Road East (Entirety of Pillar Falls Plaza Subdivision). c/o Greg Elmore on behalf of Dirk Reitsma (PZ24-0095).

Zoning districts, zoning subdistricts and overlay districts shall be amended in the following manner:

- A. Requests for an amendment to this title shall be submitted to the commission which shall evaluate the request to determine the extent and nature of the amendment requested;
- B. If the request is in accordance with a comprehensive plan, the commission may recommend and the council may adopt or reject the ordinance amendment under the notice and hearing procedures as herein provided; and (Ord. 2012, 7-6-1981)
- C. If the request is not in accordance with a comprehensive plan, the request shall be submitted to the commission or, in its absence, the council which shall recommend and the council may adopt or reject an amendment to a comprehensive plan under the notice and hearing procedures provided in section 10-7-20 of this title.

Zoning Map Amendment: The commission, prior to recommending a zoning map amendment that

is in accordance with a comprehensive plan to the council, shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard. Notice for public hearings shall be provided as set forth in section 10-7-20 of this title.

In June 2009, the subject area had a Planned Unit Development (PUD) created called "Pillar Falls Plaza PUD". This PUD called for Townhomes on the North portion, Hotel on the Northwest portion, and the Neighborhood shopping / professional center on the South portion of the property.

In August 2018, a final plat, Pillar Falls Plaza PUD, was recorded with the county. These lots have been in a trust with the City of Twin Falls ever since due to construction of the subdivision infrastructure not being complete.

Current Entitlements on the Property (C-1 CRO PUD, Pillar Falls Plaza):

1. A master sign plan is required.
2. A master landscape plan is required. Increased of landscape buffer between uses
3. Architectural requirements
4. The Pillar Falls Plaza PUD primarily points to base zoning districts as their intended design.
 - o The residential areas point to R-6 with little to no modification of standards.
 - o The hotel area points to C-1 zoning district, but modifies the height to thirty-five (35') feet and restricts the allowed uses to hotel and sit down restaurant.
 - o The neighborhood commercial area points to the NCO district.

Proposed Entitlements on Property (C-1 CRO):

1. Signs to follow Twin Falls Municipal Code 10-9.
2. No master plan is required. Standards follow Title 10 of Twin Falls Municipal Code.
3. No Architectural requirements
4. Zoning will follow C-1 standards for entire area.
 - o Height: The property is in the Canyon Rim Overlay. This means height requirement is as follows: Twenty-five feet (25') in height measured at fifty linear feet (50') from the canyon rim and rising evenly to thirty-five feet (35') in height measured at one hundred linear feet (100') from the canyon rim, and thereafter rising evenly to fifty feet (50') in height measured at one hundred fifty linear feet (150') from the canyon rim.
 - o No master plan requirement

Comprehensive Plan:

2016 Future Land Use map designates this area as Mixed Use. The Mixed Use designation calls for development that serves local and regional commercial facilities that are sited at intersections of major arterials. Typically, this designation or area is anchored by a grocery store, civic or entertainment uses. The comprehensive plan calls for a land use mixture such as retail, office, restaurants, vertical mixed use, town homes, apartments, hotels, etc.

Upon conclusion, the commission is tasked with making a recommendation to the City Council on the zoning designation being requested by the applicant. The commission may recommend the proposed zone change from C-1 PUD to C-1, recommend the C-1 PUD zoning be maintained, recommend an alternative zoning designation, or table the request to acquire new information.

PZ/Questions & Comments:

- Chairperson Titus asked if the rest of the PUD stays.
- Senior Planner Klaver replied that this would dissolve the whole PUD.

- Commissioner Weatherford asked about the infrastructure.
- Senior Planner Klaver explained the infrastructure is roads, sewer and water.

Applicant Presentation:

Greg Elmore explained that they have been working on this with city staff for a while. They are wanting to remove the PUD to allow them more freedom to develop. He stated they will have to adjust the lots to accommodate what they would like to do. He explained that they do not want to do anything that is not allowed in the C-1 zone. They do not have set plans, they are just trying to make this property make sense to build on.

PZ/Questions & Comments:

- Chairperson Titus asked staff if they know the zoning in the county for the surrounding areas.
- Director Spendlove replied that SUI (suburban urban interface) is the zone they use.
- Chairperson Titus asked if PUD's were required along the canyon rim.
- Director Spendlove stated that it used to be but was changed. There are still landscape and height requirements.

Public Hearing: Opened

- Cathryn Strong stated her only concern is a gas station with a lot of lights.
- Nick Kirchner owns property near and has concerns with things that might block views and a few things that will be put there.
- Rick Geisler wants to know why a gas station would go there and why change the zoning to allow this. He stated the neighbors were there first.
- Gary Perron was involved in the start of this project. He feels the C-1 zone is appropriate.
- Tyler Elison talked about the property to the south. He owns property in the south property with a C-1 PUD that has the same limitations and doesn't like that a specific area in the PUD changed the zone to change the height restrictions and feels this property is wanting to do the same.

Greg Elmor clarified that they are keeping the zone but removing the PUD. They will follow the required setback from the rim. A lift station will need to be put in and they will have to put that in.

Public Hearing: Closed

Discussions Followed:

- Commissioner Rambur asked what the height restriction difference is.
- Senior Planner Klaver explained that the C-1 PUD limits it to 35' across the whole property. The C-1 has different options depending how far away you are from the rim. Can go up to 50'.
- Commissioner Rambur asked how far the south portion of the lot to the rim is.
- Director Spendlove responded that the east edge is 600' from Pole to the canyon rim.
- Commissioner Zimmerman asked if the use of a building can change.
- Director Spendlove explained that the ZDA locks in what can go where.
- Chairperson Titus feels like the intent behind the original was an attempt to buffer.

- Commissioner Rambur doesn't like the C-1 zone for the whole lot.
- Chairperson Titus likes the look of what was presented with different zones.
- Commissioner Zimmerman feels that they should keep the zones as presented on the original Master Plan keeping the base zone for the north R-6, the east side C-1 and the south C-1 with a NCO overlay and removing the ZDA. She doesn't think the lines need to be moved.

MOTION: Commissioner Zimmerman moved to approve the request for a recommendation to City Council to approve a Zoning District Change from C-1 PUD to R-6 on the north side, C-1 on the east side and C-1 NCO on the south side on property located on the north side of the 2000 block of Pole Line Road East (Entirety of Pillar Falls Paza Subdivision) c/o Greg Elmore on behalf of Dirk Reitsma (PZ24-0095). Commissioner Rambur seconded the motion. Roll call vote showed all members present voted.

Approved 4 to 0.

- d) Request for a recommendation to City Council on the appropriate zoning designation for a proposed annexation of approximately 9.58 acres on the south side of the 300 block of Diamond Ave W. c/o Gary Palmer (PZ24-0097) - RESCHEDULED TO NOVEMBER 19, 2024

6) Upcoming Meeting(s)

- a) October 22, 2024

7) Adjournment

The meeting adjourned at 08:11 PM

Jody Green

Jody Green, Planning Technician



Date: Monday, November 18, 2024
To: Honorable Mayor and City Council
From: William Klaver, Senior City Planner

ACTION ITEM

Request:

Request to approve a Zoning District Change from C-1 PUD to C-1 on property located on the north side of the 2000 block of Pole Line Road East (Entirety of Pillar Falls Plaza Subdivision). c/o Greg Elmore on behalf of Dirk Reitsma (PZ24-0095).

Time Estimate:

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

Background:

Dirk Reitsma, represented by Greg Elmore of Cordillera, is proposing to rezone the property generally located on the north side of the 2000 & 2100 block of Pole Line Road East from C-1 PUD to C-1, Commercial Highway District. The subject property is approximately 21.8 acres.

On October 8, 2024 Planning and Zoning Commission made a recommendation to City Council of alternative zoning designations by a vote 4-0. The approved recommendation was "approve a Zoning District Change from C-1 PUD to R-6 on the north side, C-1 on the East side and C-1 NCO on the south side on property located on the north side of the 2,000 block of Pole Line Road East (Entirety of Pillar Falls Plaza Subdivision)".

Approval Process:

Zoning districts, zoning subdistricts and overlay districts shall be amended in the following manner:

- A. Requests for an amendment to this title shall be submitted to the commission which shall evaluate the request to determine the extent and nature of the amendment requested;
- B. If the request is in accordance with a comprehensive plan, the commission may recommend and the council may adopt or reject the ordinance amendment under the notice and hearing procedures as herein provided; and (Ord. 2012, 7-6-1981)
- C. If the request is not in accordance with a comprehensive plan, the request shall be submitted to the commission or, in its absence, the council which shall recommend and the council may adopt or reject an amendment to a comprehensive plan under the notice and hearing procedures provided in section 10-7-20 of this title.

Zoning Map Amendment: The commission, prior to recommending a zoning map amendment that is in accordance with a comprehensive plan to the council, shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard. Notice for public hearings shall be provided as set forth in section 10-7-20 of this title.

Budget Impact:

N/A

Regulatory Impact:

Approval of this Zoning District Change will remove the PUD from this property and will be entitled to Commercial Highway (C-1) with the Canyon Rim Overlay (CRO) zoning regulations.

History:

In June 2009, the subject area had a Planned Unit Development (PUD) created called "Pillar Falls Plaza PUD". This PUD called for Townhomes on the North portion, Hotel on the Northwest portion, and the Neighborhood shopping / professional center on the South portion of the property.

In August 2018, a final plat, Pillar Falls Plaza PUD, was recorded with the county. These lots have been in a trust with the City of Twin Falls ever since due to construction of the subdivision infrastructure not being complete.

Analysis:**Current Entitlements on the Property (C-1 CRO PUD, Pillar Falls Plaza):**

1. A master sign plan is required.
2. A master landscape plan is required. Increased of landscape buffer between uses
3. Architectural requirements
4. The Pillar Falls Plaza PUD primarily points to base zoning districts as their intended design.
 - The residential areas point to R-6 with little to no modification of standards.
 - The hotel area points to C-1 zoning district, but modifies the height to thirty-five (35') feet and restricts the allowed uses to hotel and sit down restaurant.
 - The neighborhood commercial area points to the NCO district.

Proposed Entitlements on Property (C-1 CRO):

1. Signs to follow Twin Falls Municipal Code 10-9.
2. No master plan is required. Standards follow Title 10 of Twin Falls Municipal Code.
3. No Architectural requirements
4. Zoning will follow C-1 standards for entire area.
 - Height: The property is in the Canyon Rim Overlay. This means height requirement is as follows: Twenty-five feet (25') in height measured at fifty linear feet (50') from the canyon rim and rising evenly to thirty-five feet (35') in height measured at one hundred linear feet (100') from the canyon rim, and thereafter rising evenly to fifty feet (50') in height measured at one hundred fifty linear feet (150') from the canyon rim.
 - No master plan requirement

Comprehensive Plan:

2016 Future Land Use map designates this area as Mixed Use. The Mixed Use designation calls for development that serves local and regional commercial facilities that are sited at intersections of major arterials. Typically, this designation or area is anchored by a grocery store, civic or entertainment uses. The comprehensive plan calls for a land use mixture such as retail, office, restaurants, vertical mixed use, town homes, apartments, hotels, etc. Where the C-1 zoning designation allows for a mix of uses, the C-1 zoning district would follow these guidelines.

Planning and Zoning Commissions Recommendation:

The recommendation from Planning and Zoning Commission was as to "approve a Zoning District Change from C-1 PUD to R-6 on the north side, C-1 on the East side and C-1 Neighborhood Commercial Overlay on the south side on property located on the north side of the 2,000 block of Pole Line Road East (Entirety of Pillar Falls Plaza Subdivision)". This recommendation was intended to not deviate too much from the

After review of the recommendation, Staff has found an inconsistency with municipal code the Council should be aware of. Section 10-4-21 states the purpose of the Neighborhood Commercial Overlay (NCO) is "to provide for limited commercial and service activities within residential zoning districts and serving the local neighborhood, and which are integrated into a residential setting. Development of this overlay is allowed only through the ZDA process (emphasis added)". This purpose guides where this should be located and where it is applicable. Within residential zoning districts limits this overlay to residential districts and the C-1 is not. Furthermore, the purpose states this overlay is only permitted through a Zoning Development Agreement (ZDA) process. Where this is not a ZDA, this zoning overlay wouldn't be eligible either.

Where the NCO was already on the site and premises, an argument could be made that the ZDA process was followed to establish the zone. If the Council wishes to keep the NCO as the Planning and Zoning Commission recommended, Staff would recommend the NCO be paired with the R-6 zoning designation.

Conclusion:

Upon conclusion, the City Council is tasked with a decision on the zoning designation being requested by the applicant. The Council may approve the proposed zone change from C-1 PUD to C-1 CRO, deny the request to maintain the C-1 CRO PUD zoning, approve an alternative zoning designation, or table the request to acquire new information.

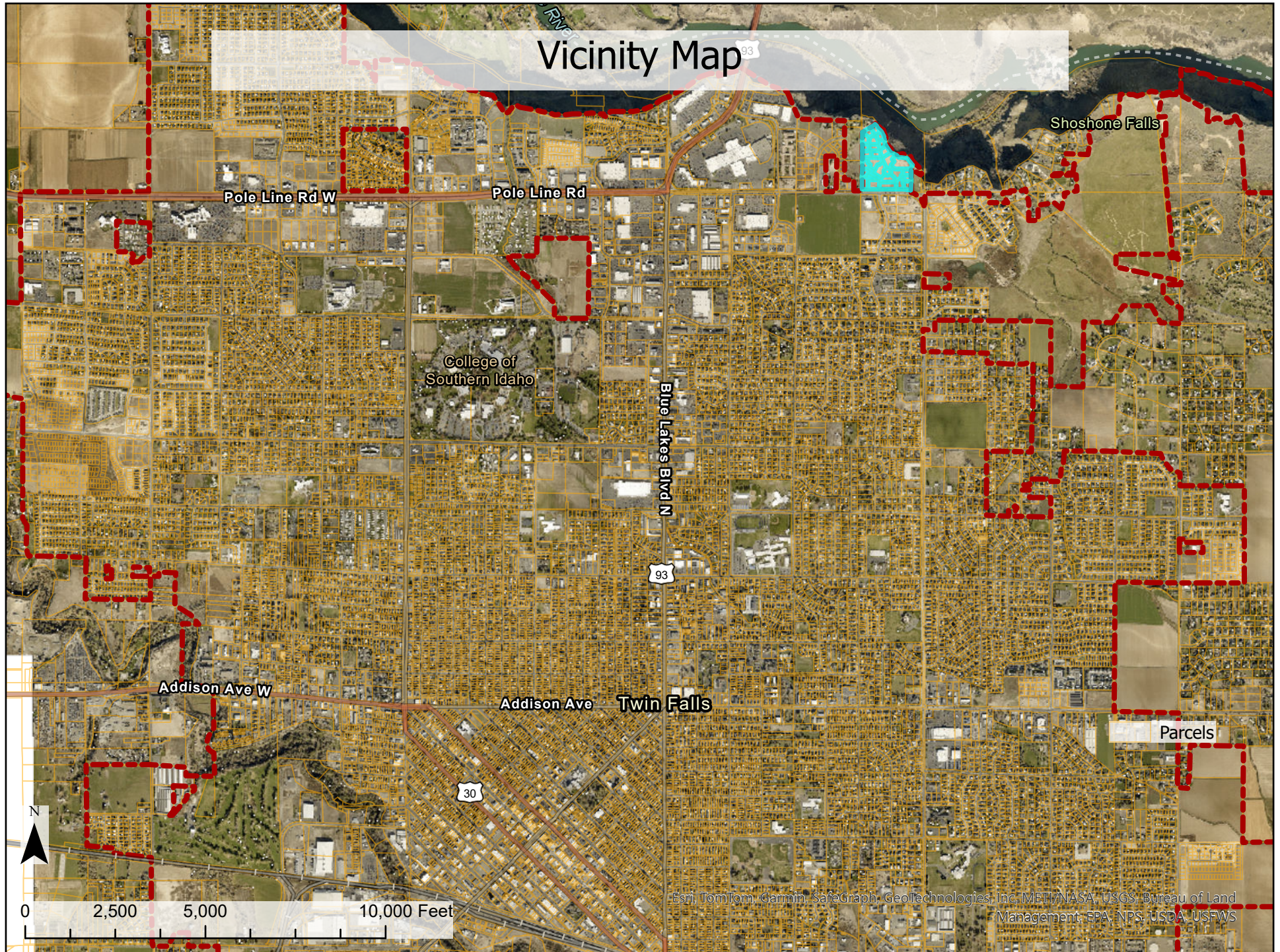
Staff's recommendation to the Planning and Zoning Commission was to approve request as presented. This would make the whole site as C-1 zoning.

Planning and Zoning Commission forwarded a recommendation of approving the north portion R-6, eastern portion C-1, and southern portion C-1 CRO. Should the Council go with the Planning and Zoning Commission's recommendation, C-1 CRO should be changed to R-6 CRO or C-1.

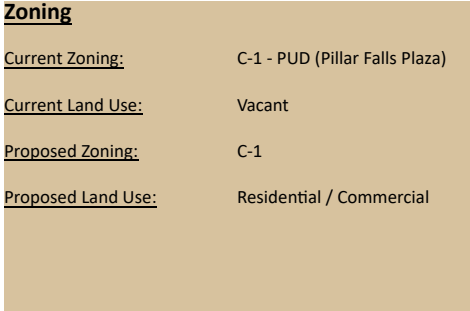
Attachments:

1. PZ24-0095 Vicinity Map
2. PZ24-0095 Presentation Map
3. PZ24-0095 Aerial Map
4. PZ24-0095 PZC Recommendation - Visual
5. PZ24-0095 Applicant Narrative
6. PZ24-95 C1 Commercial Highway (10-4-8)
7. PZ24-0095 Pillar Falls Plaza PUD recorded 06-26-09 (#253)
8. PZ24-0095 PZC Hearing Minutes - 10.08.2024

Vicinity Map⁹³

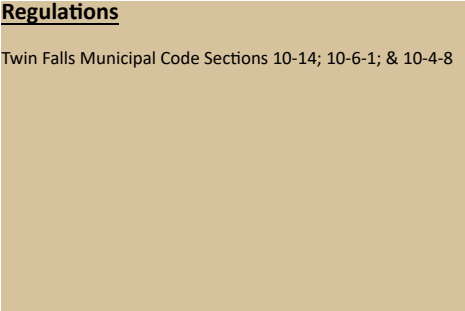


ZONING MAP



<u>Surrounding Area</u>	
<u>North:</u>	Open Space
<u>South:</u>	Commercial (C-1 PUD)
<u>East:</u>	Residential (SU1)
<u>West:</u>	Vacant (County Zoning)

FUTURE LAND USE MAP

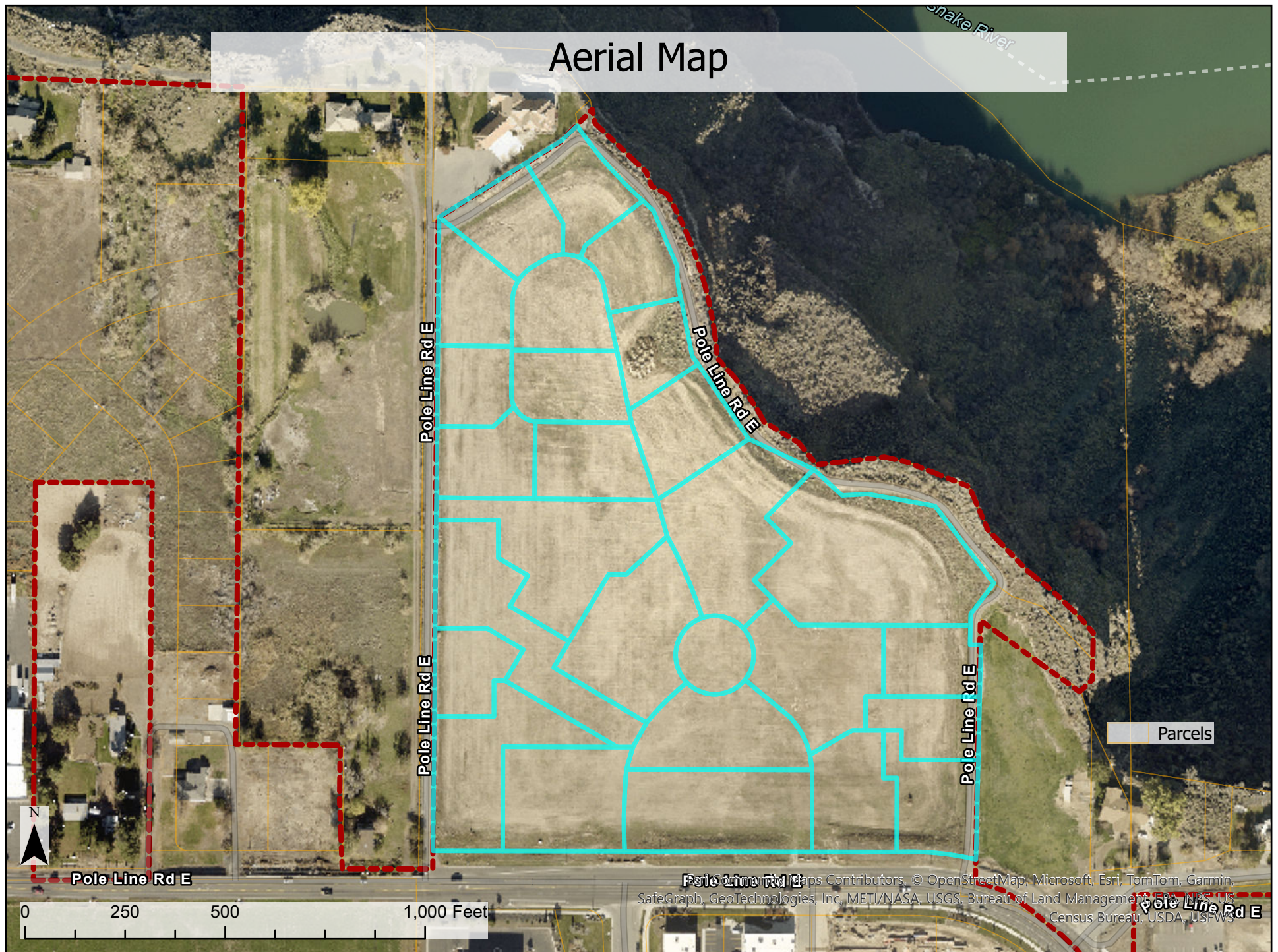


Future Land Use Category

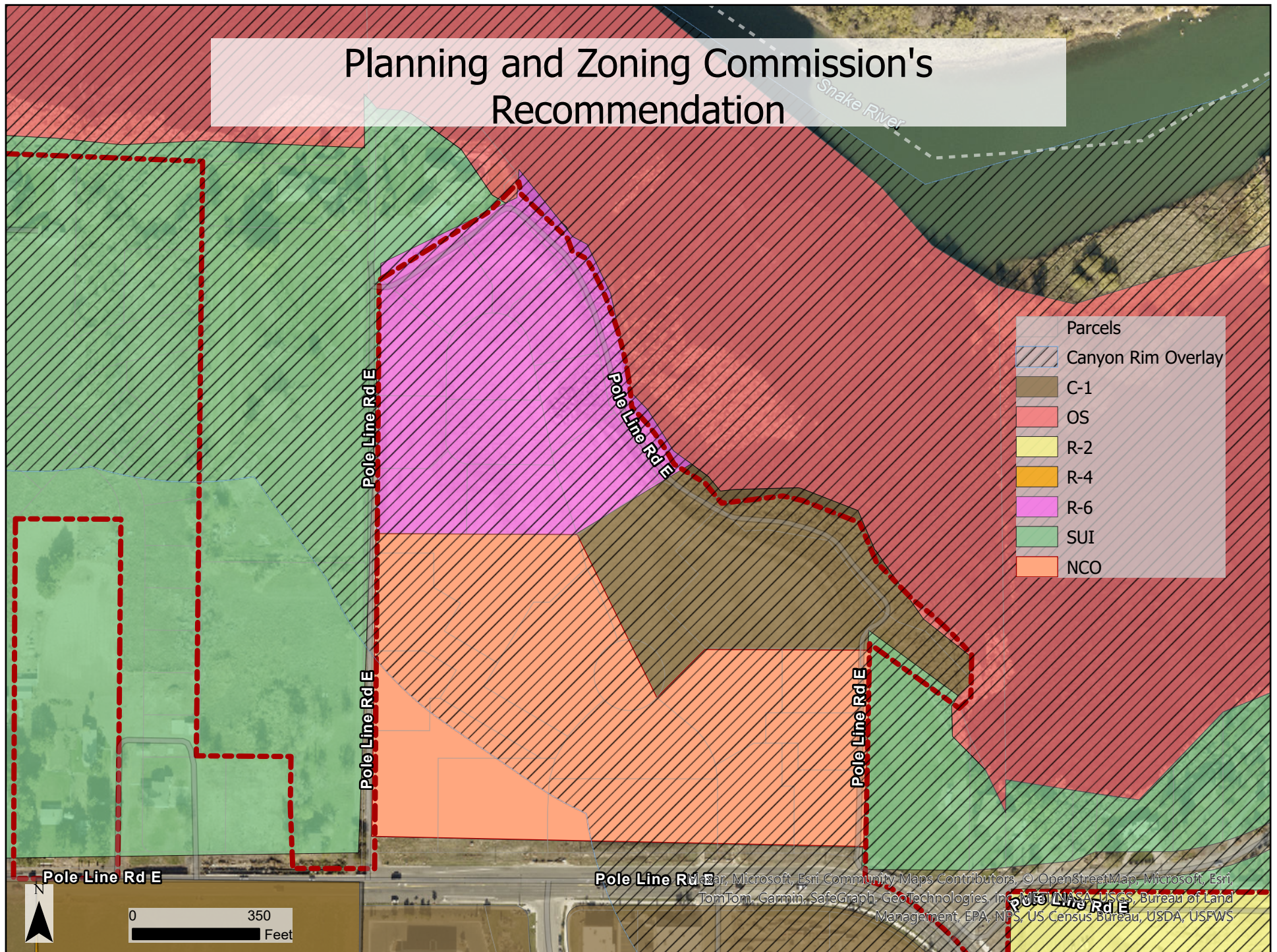
Mixed Use: Serves local and regional commercial that is sited at the intersections of major arterials. Typically anchored by a grocery store, civic or entertainment uses. Allows high-intensity mixed use development in a compact, pedestrian oriented environment.

Desired land use mixture is retail, office, restaurants townhomes, condominiums, apartments, hotels, civic, etc.

Aerial Map



Planning and Zoning Commission's Recommendation



10/23/2024

City of Twin Falls

East Pole Line Road - Zone change request Narrative for Pillar Falls Plaza PUD:

The current PUD is prohibitive to development due to its detailed prescriptive requirements and specificity to uses. This has made development of the PUD problematic since June of 2009. For example:

- 1) 7.1 acres of the PUD overlay has a required designation as attached and/or detached single family Townhomes, condominiums, and residential accessory uses.
- 2) 5.3 acres of the PUD overlay *"shall be restricted to a hotel/motel facility, as approved through the special use process, and sit-down restaurant."*

The very specific uses prescribed within the PUD, and the extensive infrastructure requirements for the site and region, have made the property difficult to market and keep developers interested. If the property was opened to allow for larger developments and fewer lots, similar to surrounding C-1 Zoned land, then a single development group is more likely to back the required infrastructure and start the development process for the remainder of the parcels; including adjacent lands waiting for the regional lift station to be constructed and render those surrounding lands as a developable tax base for the City of Twin Falls. It is our understanding that PUDs are no longer required as a part of site development in Twin Falls (and greater Idaho), and this is largely because these actions tend to restrict current development needs.

If the intention of the PUD was to create a mixed use feel for this specific location, then returning the subject properties to the underlying C-1 Zone, designated as City of Twin Falls Mixed Use Zone, will accomplish a similar outcome while allowing flexibility to better meet the needs of the community today. There are no final plans for specific developments on the subject property. However, recent discussions with potential developers have proposed uses that are approved in the C-1 Zone. No special exceptions are being requested for building heights, and all required landscape, setback, and buffer designs for the C-1 Zone and the Canyon Rim Overlay will be followed as required by City Code.

10-4-8: C1, COMMERCIAL HIGHWAY DISTRICT:

10-4-8.1: PURPOSE:

This district is intended to provide for commercial activities of various sizes from large malls to small shops, fast food restaurants and tourist accommodations. This district is designed for application on major streets or portions thereof. (Ord. 2526, 5-20-1996)

10-4-8.2: USE REGULATIONS:

(A) Permitted Uses: Buildings, structures or premises shall be used and buildings and structures shall hereafter be erected, altered or enlarged only for the following uses:

1. Communications and utilities:

- a. Radio and television stations without transmission and receiving towers.
- b. Telegraph centers and telegraph stations.
- c. Telephone exchange stations.
- d. Underground and aboveground transmission lines.
- e. Utility owned buildings and structures less than twenty five (25) square feet in area and less than three feet (3') aboveground.

2. Cultural facilities:

- a. Botanical gardens and arboretums.
- b. Historic sites and monuments.
- c. Libraries, museums and art galleries.
- d. Planetariums and aquariums.

3. Governmental facilities:

- a. Fire stations and police stations.
- b. Governmental office buildings.
- c. Judicial facilities.

4. Manufacturing:

- a. Business park ZDA only.

5. Medical Facilities:

- a. Acupuncture facilities approved by the South Central district health department or other state regulatory agency.
- b. Ambulance service.
- c. Doctors' offices.
- d. Drug and alcohol treatment centers.
- e. Hospitals and clinics.
- f. Rehabilitation services.

6. Parks:

- a. Open space.
- b. Park concessions.
- c. Private parks and playgrounds without crowd attracting facilities.
- d. Public parks and playgrounds without crowd attracting facilities.
- e. Public parks and playgrounds with crowd attracting facilities.

7. Public assembly:

- a. Auditoriums.

- b. Funeral chapels.
- c. Religious facilities.
- d. Schools - private, single purpose.
- e. Schools - private, vocational and/or academic.
- f. Schools - public.
- g. Theaters - indoor.
- h. Wedding chapels and/or reception halls.

8. Residential:

- a. Accessory buildings (less than 1,000 square feet), personal swimming pools and other accessory uses.
- b. Bed and breakfast facilities.
- c. Dwellings - multiple household (5 units or more).
- d. Home occupations.
- e. Household units existing at the time this title was adopted.
- f. Household units in the same building as an allowed use and occupied by the owner or an employee of the allowed use.
- g. Household units in upper floor of commercial or professional buildings.
- h. Nursing homes and rest homes.
- i. Residence halls, residence hotels, rooming houses.

9. Retail trade:

- a. Alcoholic beverages when consumed on premises where sold and if located three hundred feet (300') or more from residential property.
- b. Apparel and accessories.
- c. Automobile parts store.
- d. Bakery.
- e. Bookstore.
- f. Commercial greenhouses.
- g. Craft shop, in conjunction with retail business.
- h. Eating places.
- i. Farm and garden supplies.
- j. Florist shop.
- k. Food, drugs, etc.
- l. General merchandise.
- m. Hardware store.
- n. Hobby and toy store.
- o. Home furnishings and equipment.
- p. Ice cream store.
- q. Import store.
- r. Laundering and dry cleaning.
- s. Laundromats.
- t. Lumber, plumbing and/or electrical supply stores.
- u. Music store.
- v. Pawnshop.
- w. Pet shop.
- x. Sporting goods store.
- y. Taxidermy studio.

- z. Temporary automobile, truck and recreational vehicle sales permitted with staff approval, provided that there shall be state approval, no parking or display of vehicles in landscaped areas, and no sight obstructions.

10.Services:

- a. Advertising.
- b. Apparel repair and alteration.
- c. Beauty and barber shops.
- d. Building care contracting offices.
- e. Business associations.
- f. Civic, social and fraternal organizations.
- g. Construction trade offices.
- h. Consumer credit collection offices.
- i. Copy center - self-service.
- j. Daycare services.
- k. Dog grooming and/or kennels.
- l. Duplicating and stenographic offices.
- m. Employment agency.
- n. Finance and investment offices.
- o. Horticultural services.
- p. In home daycare services.
- q. Insurance and related business.
- r. Labor unions and organizations.
- s. Photography studios.
- t. Professional organizations.
- u. Professional services.
- v. Real estate and related business.
- w. Tourist information center.
- x. Welfare and charitable facilities.

11.Sports facilities:

- a. Athletic areas.
- b. Miniature golf courses.
- c. Outdoor, public and commercial ice and roller skating facilities.
- d. Outdoor, public and commercial swimming pools.
- e. Outdoor, public and commercial tennis courts.

12. Transportation:

- a. Bus facilities, including pick up shelters.
- b. Open parking lot or garage for automobiles.
- c. Taxicab office.
- d. Ticket and arrangement facilities.

Notwithstanding the foregoing list of permitted uses, any such proposed use which broadcasts amplified music or sound by speakers to the exterior of a building shall also require a special use permit. (Ord. 2786, 6-1-2004; amd. Ord. 2798, 8-2-2004; Ord. 2850, 2-21-2006; Ord. 2958, 12-22-2008; Ord. 2999, 1-24-2011; Ord. 3082, 12-8-2014)

(B) Special Uses: A special use permit may be granted for a permanent use that is not in conflict with the comprehensive plan and that is not permitted outright because it may conflict with other uses in the district unless special provisions are taken. Special use permits may be granted for the following uses:

1. Communications and utilities:

- a. Radio and television stations with wireless communications facilities.
- b. Utility owned buildings and structures more than twenty five (25) square feet in area or more than three feet (3') above ground.

2. Cultural facilities:

- a. Cemeteries.
- b. Zoos.

3. Government facilities:

- a. Jails, detention centers, work release centers.
- b. Water treatment plants.
- c. Government open storage yard.

4. Manufacturing:

- a. Handcrafted furniture.

5. Medical facilities:

- a. Animal hospital - large animals.
- b. Animal hospital - small animals.
- c. Prosthetics - sales, service and/or construction.

6. Miscellaneous:

- a. Any facility with drive-through service.

7. Parks:

- a. Amusement parks.

8. Public assembly:

- a. Exhibition halls.
- b. Fairgrounds.
- c. Sports arena.
- d. Theaters - outdoor.

9. Residential:

- a. Detached accessory buildings (more than 1,000 square feet) i.e., garages and other accessory buildings.
- b. Motels and transient hotels.
- c. RV and camping parks.
- d. Shelter homes.

10. Retail trade:

- a. Alcoholic beverages when consumed on the premises where sold if located less than three hundred feet (300') from residential property.
- b. Automobile and recreational vehicle rental/storage yard.
- c. Automobile and truck sales and/or rentals.
- d. Car wash facilities.
- e. Equipment rental.
- f. Fuel sales (bulk).
- g. Gasoline service stations.
- h. Large implement and heavy equipment sales and/or rentals.

- i. Manufactured/mobile home sales and/or rentals.
- j. Permitted retail/trade uses operating outside the hours of seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M.
- k. Sporting vehicles and motorcycles - sales and/or rentals.
- l. Storage unit rentals.
- m. Tire shops.

11.Services:

- a. Appliance repair.
- b. Auctions and/or public sales.
- c. Automobile and truck service and/or repair.
- d. Furniture repair/upholstery.
- e. Publishing and printing business.
- f. Sporting vehicles and motorcycles - service and repair.
- g. Tattoo parlors or dermagraphic studios approved by the South Central district health department or other state regulatory agency.
- h. Testing laboratories.

12.Sports facilities:

- a. Go-cart tracks.
- b. Golf courses and country clubs.
- c. Golf driving ranges.
- d. Indoor recreation facility.

13.Transportation:

- a. Freight transfer points.
- b. Open parking lot or garage for trucks and buses.
- c. Packing and crating.
- d. Trucking facilities.

14.Wholesale:

- a. Wholesale distribution and warehousing, but excluding H-1 facilities. (Ord. 2620, 8-2-1999; amd. Ord. 2741, 11-4-2002; Ord. 2773, 12-15-2003; Ord. 2798, 8-2-2004; Ord. 2850, 2-21-2006; Ord. 2999, 1-24-2011; Ord. 3088, 2-2-2015)

(C) Prohibited Uses: Uses not specified above are prohibited unless administrative determination in accordance with subsection [10-17-1\(F\)](#) of this title is made that the use is similar enough to a use listed above that distinction between them is of little consequence. (Ord. 2526, 5-20-1996)

10-4-8.3: PROPERTY DEVELOPMENT STANDARDS:

The following property development standards shall apply to all land and buildings in the C1 district:

(A) Lot Area:

- 1. Commercial Uses: The lot area shall be of sufficient size to provide for the building, the required setbacks, off street parking and landscaping.
- 2. Residential Uses: Residential uses less than five (5) units and not attached to a commercial use shall provide the minimum lot area of the R6 district.

(B) Lot Occupancy:

1. Commercial Uses: No requirement.
2. Residential Uses: Residential uses less than five (5) units not attached to a commercial use shall conform to the lot occupancy requirements of the R6 district. (Ord. 2526, 5-20-1996)

(C) Building Height: No building shall exceed fifty feet (50') in height except as provided by section [10-7-3](#) of this title.

(D) Yards:

Front yards shall conform to the following standards, or section [10-7-6](#) of this title, whichever is greater:

1. Commercial Uses And Residential Uses With Five Or More Units Per Building:

a. Front Yards: A setback of thirty five feet (35') shall be maintained on major arterials and fifteen feet (15') on all other streets. In developed areas which have building lines already established, this requirement may be reviewed and adjusted by the commission, subject to the following exceptions:

- i) A gasoline service station pump island, including cashier's booth, and canopy setback may be less than the required thirty five feet (35') property line setback on arterial streets, providing the property line setback is not less than thirty feet (30') for a pump island nor less than twenty feet (20') for the outer edge of a canopy. Gasoline service station pump islands, including cashier's booths, and canopies, shall not be used to adjust setbacks in developed areas which have building lines already established.
- ii) Outdoor or patio seating, including associated canopies or coverings, at a food service establishment providing the outdoor seating area including any canopies or coverings does not exceed a property line setback of twenty feet (20') or the minimum required arterial landscaping is provided, whichever is greater. Any outdoor or patio seating area proposed within a required setback must be approved by the planning and zoning commission.

b. Side And Rear Yards: No property line setbacks are required on side yard or rear yards when adjacent to existing commercial uses, existing residential uses with five (5) or more units per building, vacant property that is zoned for nonresidential development, or vacant property that is designated on the future land use plan for nonresidential development. A property line setback of twenty five feet (25') shall be maintained on the side yard and rear yard for buildings adjacent to existing residential uses with four (4) or fewer units per building, vacant property that is zoned for residential development or vacant property that is designated on the future land use plan for residential development.

2. Residential Uses: Residential uses less than five (5) units and not attached to a commercial use shall conform to the yard standards of the R6 district. (Ord. 3077, 8-11-2014)

(E) Access: All lots shall have vehicular access on a dedicated improved public street with a fifty foot (50') minimum right of way unless a secondary means of permanent vehicular access has been approved on a subdivision plat.

(F) Landscaping:

1. Commercial uses shall provide landscaping equal to ten percent (10%) of the total required parking area or three percent (3%) of the total land area, whichever is greater.
2. Household buildings over five (5) units shall provide landscaping equal to ten percent (10%) of the lot area.

(G) Off Street Parking:

1. Each commercial use shall comply with the provisions of [chapter 10](#) of this title.
2. Residential uses under five (5) units per building shall provide two (2) off street parking spaces for each residential unit.
3. Residential units in commercial buildings shall provide one off street parking space for each dwelling unit in the building.

(H) Signs: See [chapter 9](#) of this title. (Ord. 2526, 5-20-1996)

(I) Walls, Fences, Hedges, Trees, Shrubs And Landscaping Structures: Walls, fences, hedges, trees, shrubs and landscaping structures shall be permitted on the property line or within the required side or rear yard and shall be permitted in the front yard with the following restriction: No wall, fence, hedge, trees, shrubs or landscaping structures shall be placed within public rights of way without first obtaining written approval from the city. Notwithstanding the foregoing, all walls, fences, hedges, trees, shrubs and landscaping structures shall comply with the provisions of section [9-9-16](#) of this code. (Ord. 2550, 6-2-1997)

PLANNED UNIT DEVELOPMENT AGREEMENTPILLAR FALLS PLAZA PUD

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into this 23rd day of June, 2009, by and between the CITY OF TWIN FALLS, a municipal corporation, State of Idaho (hereinafter called "**City**"), and PFP LLC, an Idaho limited liability company (hereinafter called "**Developer**"), whose address is 521 West Front Street, Boise, Idaho 83702. City and Developer are sometimes referred to herein individually as a "**Party**" or collectively as "**Parties**."

RECITALS

WHEREAS, Developer is the owner of the certain tract of land in the City of Twin Falls, State of Idaho, more particularly described in **Exhibit A** attached hereto (the "**Property**"), which Property is located northwest of the intersection of Eastland Drive North and Pole Line Road East; and

WHEREAS, Developer intends to develop and/or sell all or portions of the Property from time to time; and

WHEREAS, Developer has made request of the City to develop a mixed-use development (the "**Project**") on the Property and has submitted to the City a **Master Development Plan** for the Project, more particularly described in **Exhibit B**) thereof which has been reviewed by the Planning and Zoning Commission on May 30, 2006, and was approved, as presented and subject to conditions, for development as a Planned Unit Development attached hereto (the **Master Development Plan**) by the City Council on June 26, 2006 and Ordinance #2883, approved on November 13, 2006 and published on November 23, 2006; and

WHEREAS, City, by and through its City Council, has agreed to the development of said Project within the City of Twin Falls, Idaho, subject to certain terms, conditions and understandings, which terms, conditions and understandings are the subject of this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Developer and City agree as follows:

1. NATURE OF THE AGREEMENT. This Agreement shall become part of the "C-1 CRO PUD" zone with respect to the Project upon its full execution and recording. Developer and its assigns or successors in interest, as well as City and its assigns or successors (if any), shall be bound by the terms and conditions contained herein.

If the developer requests changes to the plan and the proposed changes are determined by the city to not be substantive and it is determined by the city the proposed changes to the plan conform to the Master Development Plan and are in compliance with city code, then changes may be approved by the city and a public hearing may not be required.

2. NATURE OF THE DEVELOPMENT. It is agreed by the Parties hereto that certain language and requirements pertaining to the Project shall be interpreted as follows:

A. USES

1. Except as provided herein, the commercial/professional uses in the area, 11.2 +/- acres, designated as Neighborhood Shopping/Professional Center on the Master Development Plan shall be limited to those uses allowed in the Neighborhood Commercial Overlay District as defined in City Code 10-4-21, or as amended. Nothing herein shall preclude individual uses from requesting extended hours of operation through the special use permit process.

2. The residential uses in the area, 7.1 +/- acres, designated as Townhomes on the Master Development Plan shall be limited to attached and/or detached single family townhomes, condominiums and residential accessory uses as per the Residential Multi-Household District as defined in City Code 10-4-6, or as amended. To accommodate clustering of residential uses and enhancement of open space, lot size may vary, provided the overall density does not exceed the density as specified in the Residential Multi-Household District as defined in City Code 10-4-6, or as amended.
3. The development in the area, 5.3 +/- acres, designated Hotel on the Master Development Plan shall conform to the Commercial Highway District (C-1) as defined in City Code 10-4-8, or as amended. The uses shall be restricted to a Hotel/Motel facility, as approved through the special use permit process, and sit down restaurant. Nothing herein shall preclude individual uses from requesting alcoholic beverages to be consumed on the premises where sold through the special use permit process. Nothing herein shall preclude individual uses from requesting extended hours of operation through the special use permit process.

B. BUILDING SIZE

1. Building size shall conform to that shown on the Master Development Plan. Variations in non-residential building size shall be allowed provided the total habitable building square footage for the Project, exclusive of residential uses, shall not exceed that depicted on the Master Development Plan or the Canyon Rim Overlay District as defined in 10-4-19, or as amended, or the Neighborhood Commercial Overlay District, or as amended, as defined in City Code 10-4-21, whichever is more restrictive.

C. HEIGHT LIMITATIONS

1. No structure shall be higher than thirty-five (35') feet or as further restricted by the Canyon Rim Overlay District as defined in 10-4-19, or as amended, with exception of the hotel facility which may apply for additional height in accordance with city code. Architectural features and equipment screens may exceed thirty-five (35) feet, subject to staff approval. The height shall be measured from the top of the curb at the highest point closest to the front door of the building's primary access, whether public or private access, not to be unreasonably withheld or conditioned.

D. HOURS OF OPERATION

1. Hours of operation shall conform to the restrictions as specified for each area allowed use as specified in Section 2A1 through 2A3. Nothing herein shall preclude individual uses from requesting extended hours of operation thru the special use permit process.

E. BUILDING SETBACK

1. Building setbacks within the areas designated as "Neighborhood Shopping /Professional Center", as depicted on the Master Development Plan, shall be limited to those allowed in the Neighborhood Commercial Overlay District as defined in City Code 10-4-21, or as amended, or the Canyon Rim Overlay District as defined in 10-4-19, or as amended, whichever is greater.
2. Building setbacks within the areas designated as "Residential/Townhome" on the Master Development Plan shall conform to the Residential Multi Household District in City Code

10-4-6, or as amended, or the Canyon Rim Overlay District as defined in 10-4-19, or as amended, whichever is greater.

3. Building setbacks within the areas designated as "The Hotel" shall conform to the Commercial Highway District as defined in 10-4-8, or as amended, or the Canyon Rim Overlay District as defined in 10-4-19, or as amended, whichever is greater.

F. PHASING OF DEVELOPMENT.

1. Developer shall be permitted to develop the property in phases, so long as those phases are in compliance with the Master Development Plan, this Agreement, an approved preliminary plat and an approved final plat. Approval for each phase may be obtained by submission of a technically correct final plat for each phase to the City Council. There shall be no minimum and a maximum of 3 years limit between phases. Each phase shall be designed in a manner to assure utility, sewer, storm water retention, access, parking and other similar requirements in accordance with City of Twin Falls Standards.
2. PHASE I. Also included with the development of Phase 1 of the Project shall be full development on Pole Line Road East, including landscaping and the public trail system, within Phase I.

3. STREET, SEWER, WATER, PRESSURE IRRIGATION, AND DRAINAGE IMPROVEMENTS.

Developer shall be responsible for the design and construction of street, sewer, water, pressurized irrigation, parks and drainage systems on the Property and adjacent right-of-way (hereinafter "Improvements") as described herein in accordance with City Standards.

- A. CONSTRUCTION PLANS. Developer shall, as to each phase of its development, file or cause to be filed with the City a complete set of construction plans for that development phase, showing all Improvements contemplated within that phase of the development (hereinafter "Construction Plans"). The Construction Plans and all Improvements shall thereon meet the approval of the City, which approval shall be given if such plans conform with established City requirements, the Master Development Plan and this Agreement.

- B. IMPROVEMENT DESIGN AND CONSTRUCTION. Developer, at its expense, shall cause all Improvements to be designed, constructed and installed consistent with the approved Construction Plans, except as otherwise provided herein.

C. PHASED CONSTRUCTION.

1. Developer may install the Improvements at one time, or in phases, as determined in the zoning process. Developer shall provide the City with written notification of the timing and scope of the phase, or phases, of said Improvements it intends to complete at that time. Developer agrees to make modifications to construct any temporary facilities necessitated by such phased construction work as shall be reasonably required and approved by the City. City shall commit water, sewer and pressure irrigation services only on a phase-by-phase basis.
2. PHASE I. Also included with the development of Phase 1 of the Project shall be full development on Pole Line Road East, including landscaping and the public trail system, within Phase I.

- D. CONSTRUCTION SUPERVISION. Developer shall use a registered professional engineer to supervise the construction, inspection and testing of the work in connection with the Improvements as necessary, to ensure that all such Improvements are constructed in accordance with the approved Construction Plans.
 - E. NON-COMPLIANCE. In the event any of the Project or Improvements are not consistent with the Construction Plans, this Agreement or City code, the City shall give written notice to Developer of said non-compliance. Developer shall cure said non-compliance within thirty (30) days of its receipt of notice, or in the case of non-compliance that shall take in excess of thirty (30) days to cure, Developer shall commence to cure within thirty (30) days of receipt of notice and diligently pursue the same to completion. In the event Developer fails to cure said non-compliance in the manner set forth hereinabove, the City shall have the right to withhold the issuance of any future building permits and certificates of occupancy within only that phase of the Project until such time as all requirements specified in this Section 3 have been complied with; PROVIDED, HOWEVER, Developer shall have the right to appear before the City Council at any regular meeting after any building permits and certificates of occupancy shall have been withheld for reasons set forth in this Section and shall have the right to be heard as to why such building permits and certificates of occupancy should be issued. The City Council shall then, in good faith and in an objective manner, decide whether said building permits and certificates of occupancy should be issued, and its decision shall be final, except that the right of the Parties are preserved at law and equity.
 - F. FEES. Developer shall pay, or cause to be paid, to the City all applicable fees, if any, with regard to the installation of Improvements pursuant of the Construction Plans. However, City water and sewer connection and service charges shall be paid for by individual developers and users at the rates set by applicable City ordinances and resolutions.
 - G. MAINTENANCE OF IMPROVEMENTS. City hereby agrees to accept maintenance responsibility for the public Improvements upon their completion to City standards in accordance with current City policy. Private utilities may be allowed where City maintenance requirements cannot be reasonably attained. Private utilities shall be maintained by the owners association.
4. PLATS. On August 21, 2007 the Planning & Zoning Commission approved the preliminary plat for Pillar Falls Subdivision. The developer agrees to file with City a preliminary plat and/or final plat, or plats in phases, of the Property prepared by a registered professional engineer and in compliance with city code. Preliminary and/or final plats for phases to be developed shall be submitted specifically identifying and dedicating all necessary public easements and those rights-of-ways the City agrees to accept herein and in the Improvement Agreement for Developments. It is agreed that said plats and any amendments thereto must first be approved by the City.
5. INDIVIDUAL PARCEL DEVELOPMENT CRITERIA. The Property or any portion thereof shall be developed in accordance with criteria set forth in this Section 5.
- A. APPROVAL AND CONSTRUCTION. All Improvements shall be constructed in accordance with engineered drawings and specifications, describing in reasonable detail the work to be performed, with drawings and specifications to first be approved by City, which approval shall not be unreasonably withheld. All building plans shall be approved by the Project's architectural control committee.
 - B. PHASE I. Also included with the development of Phase 1 of the Project shall be full development on Pole Line Road East, including landscaping and the public trail system, within Phase I.

C. LANDSCAPING AND PLANTING. Landscaping buffer along bordering and interior streets shall be required to be installed on each parcel of the Property and in the public right-of-way adjacent thereto at the time building and site improvements are completed thereon. Such landscaped buffer shall be installed from the back of the curb in the public right-of-way and shall be extended to the dimensions set forth below. A ninety-three (93) foot wide landscape buffer including roadway, curb & gutter, sidewalk, measured from the centerline of Pole Line Road, shall be constructed along Pole Line Road. The entire landscape buffer adjacent to Pole Line Road shall be constructed and landscaped in Phase 1 of the development. All landscaping shall be installed in conformance with the project Master Development Plan and in conformance with applicable City Codes. Buffering between Commercial and Residential uses shall be not less than fifty (50) feet but private roads, sidewalks, driveways, utilities, and trails may be located within the fifty (50) foot landscaping buffer. All common area landscaping and neighborhood commercial landscaping shall be maintained by the owners association to assure uniform maintenance and appearance. In residential areas the landscaping shall be installed as part of the lot development and shall be maintained by the individual lot owner or the owners association. The Property's landscaping shall utilize a city pressurized irrigation system constructed in compliance with applicable standards. All landscaping requirements shall be evaluated based on a project phase and individual project basis and shall be in conformance with the Master Landscape Plan, described immediately below

D. MASTER LANDSCAPING PLAN. A detailed Master Landscape Plan shall be submitted for the entire Project prior to development. In all cases landscaping shall meet or exceed the minimum requirements of the City of Twin Falls Zoning and Subdivision Regulations. For each buffer area, adjacent to Pole Line Road, at the time of development of Phase I, each parcel shall be landscaped to include the following: Fifty percent (50%) of the lineal footage of landscaping shall have berms with a ridge elevation of at least eighteen inches (18") in height with at least fifty percent (50%) of the berming having a minimum ridge elevation of thirty inches (30") in height. The landscape buffer shall be planted with a minimum of one (1) tree per five-hundred (500) square feet of required landscaped area and a minimum of one (1) shrub per one-hundred (100) square feet of required landscaped area. At least thirty-two percent (32%) of the shrubs and trees shall be evergreen. At least fifty percent (50%) of all trees and shrubs shall be from the groups last approved by the Tree Commission through its Tree Selection Guide. Trees and shrubs may be grouped, but there shall be no space greater than seventy-five feet (75') between tree and shrub groupings. All trees shall have a height of at least four feet (4') when planted.

The use of planters and landscaped islands within parking lots shall be used to reduce visual impact of large paved areas and these shall be planted with shade trees and shrubbery. The area adjacent to residential areas shall be landscaped with coniferous and deciduous trees and/or solid fencing with shrubs, berms, wall and/or planter boxes to create a dense buffer in a relatively short period of time. In all cases landscaping shall meet or exceed the minimum requirements of the City of Twin Falls Zoning and Subdivision Regulations. Nothing herein shall preclude the City from evaluating the landscape on a project basis when such evaluation can be shown to provide a more uniform and aesthetically desirable landscaping. There shall be a minimum 6-foot screening fence adjacent to all residential properties, unless waived by the neighboring property owner.

E. STANDARDS. Buildings and Improvements shall comply with the following standards. All building, site and landscaping plans shall be approved by the Project's architectural control committee.

1. ARCHITECTURAL STANDARDS. All neighborhood commercial/professional buildings and the hotel shall be constructed of architectural masonry, stone, stucco, wood or

architectural steel. It is not the intent of this Section to require identical buildings but to require use of similar architectural styles, exterior materials, colors and other accents to create a sense of conformity while retaining the opportunity for creativity and individuality. Building faces shall include windows, setbacks, awnings, parapet variations, material variations, color variations and other architectural treatments to break up large uniform surfaces. Building parapets shall be designed to create elevation variation and to preclude roof top mechanical equipment from being observed from adjacent streets, Snake River Canyon or residential properties. Where building parapets cannot effectively screen roof top equipment the equipment shall be screened with equipment obscuring screens constructed of material of a color and texture to minimize observation. Basic building colors shall be neutral earth tones. Accent colors shall require approval by the Developer and the Project's architectural control committee.

Neighborhood commercial/professional buildings shall be located in a manner that optimizes the appearance of the building to adjacent streets and other public areas. Where possible, buildings shall be utilized to screen or break up large parking areas. Buildings shall also be located in a manner that preserves, to the extent possible, the aesthetics and appearance of existing buildings. All commercial building lighting shall be located in soffit areas or shielded to preclude the light source from being seen from adjacent properties or any residential areas.

Building plans shall include detailed landscape plans consistent with the Master Landscape Plan. The landscaping shall be designed to complement the building, and provide further screening for large uniform building surfaces.

2. OUTSIDE STORAGE. No outside storage shall be allowed. In all commercial and neighborhood shopping/professional areas loading docks, trash containers and such facilities shall be visibly screened from roadways, residential areas and adjacent properties. Screening may consist of landscaping, masonry walls or fencing. Screening shall comply with city code and shall be approved by the Project's architectural control committee.
3. UTILITIES. All on-site utility service lines located within any parcel shall be placed underground. Any transformer or terminal equipment provided within or immediately adjacent to the parcel shall be visibly screened where possible from the view from streets, with screening material such as landscaping or other approved material. This does not apply to curbside utilities in residential areas.
4. PARKING. All residential units shall provide for a minimum of two (2) off street parking spaces for each residential unit and one (1) additional space per three (3) residential units. The additional spaces shall be located within three hundred (300) feet of the applicable residential unit. All neighborhood shopping and/or professional developments and the hotel shall provide parking in accordance with city code.
5. FENCING. Fencing between users shall consist of six (6) foot high screening fences constructed of masonry, vinyl, or architectural metal unless otherwise approved by both adjacent users and the Project's architectural control committee. All fences shall comply with city code and shall be approved by the Project's architectural control committee prior to installation. No fencing shall be allowed adjacent to Pole Line Road.

6. SIGN PLAN.

- A. SUBDIVISION ENTRY SIGNS. Subdivision entry signs shall be monument type signs with a maximum height of ten (10) feet measured from the top of the adjacent curb and shall not exceed one hundred (100) square feet as described further in the sign coordination plan ("SCP") defined below.
- B. BUILDING SIGNS. Building identification signs shall be limited to either monument type signs not, exceeding 10 feet in height measured from the top of the adjacent curb, and wall mounted signs, that are conforming to city code. No building identification sign shall exceed one hundred (100) square feet, as described further in the sign coordination plan ("SCP").
- C. SIGN COORDINATION PLAN. Developer shall compile a sign coordination plan ("SCP") that includes exhibits and guidelines necessary to achieve a visually coordinated, balanced and appealing signage environment for the Project, which shall become a part of this agreement. The sign coordination plan ("SCP") shall include monument and wall sign styles, themes, and locations and to assure compliance with the City's sign code all signs shall be reviewed by the City's Building Department as provided in City Code. All signs shall be in conformance with City code. It is the intent for the sign coordination plan ("SCP") to govern signage as defined by City's Code.

7. RESIDENTIAL USES. Residential uses shall conform to the appropriate code section for each area as outlined in Section 2A.

8. ILLUMINATION. Parking area lighting shall comply with city code and shall be shielded and cut-off type to preclude the light source being visible from the adjacent properties.

9. PUBLIC PEDESTRIAN/BICYCLE FACILITIES. Development plans for each project phase and each building shall include facilities that shall accommodate pedestrian and bicycle access to Pole Line Road and the Canyon Rim Trail. Where reasonably feasible the pathways shall be separated from the interior streets by landscaping or other features to encourage use of public pedestrian/bicycle facilities. The pedestrian and bicycle facilities shall be designed to provide connections between Pole Line Road, and the Canyon Rim Trail system.

The Canyon Rim Trail shall be developed as depicted on the Master Development Plan and shall be completed in Phase 1 of the development.

10. TIME LIMITATIONS. The "PUD" Zoning designation on the Property described in Exhibit "A" is expressly conditioned upon submission to the City Council of a final development plan of the first phase of development within one (1) year from the date hereof. The Developer may apply for one or more one (1) year extensions, provided application is made in advance of the expiration date. Approval shall not unreasonably be withheld.

11. IMPROVEMENT AGREEMENT FOR DEVELOPMENTS.
It is understood and agreed by the Parties hereto that Developer shall execute the City's Improvement Agreement for Developments.

12. GENERAL PROVISIONS.

- A. COOPERATION. The Parties hereto agree to cooperate each with the other. Developer shall submit to the City all plans, specifications, and working drawings required by the City.
- B. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties concerning the Property and Improvements described herein, and no amendment or modification to this Agreement shall be valid or effective unless reduce to writing and signed by the Parties.
- C. APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- D. NOTICES. If notices from one Party to the other are desired or required hereunder such notices shall be delivered or mailed to the Party to receive such at its address last known to the sender of such notice. Notices shall be deemed received on the date of hand delivery or upon seventy-two (72) hours following deposit in the United States mail, if properly addressed, stamped and sent with "return receipt requested". On the date of this Agreement, the addresses of the Parties are as follows.

DEVELOPER:	PFP LLC c/o T. Erik Oaas Oaas & Laney, Inc. 521 West Front Street Boise, Idaho 83702
CITY:	City of Twin Falls 321 Second Avenue East P.O. Box 1907 Twin Falls, Idaho 83303-1907

- E. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the successors and assigns of the Parties hereto. Upon transfer of all or a portion of the Property the City shall create a recordable document releasing the transferor from obligations under this Agreement with respect to said transferred property.
- F. SEVERABILITY. In the event any portion of this Agreement is declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining portions shall not be affected thereof.
- G. SIGNATORIES. Each of the persons executing this Agreement hereby warrants that such person is duly authorized and empowered to so act on behalf of the entity for which such person is signing, and that this Agreement is binding on, and enforceable against, such entity.

- H. EFFECTIVE DATE. This Agreement shall become valid and binding upon its approval by the City, through its City Council, and upon its execution by the Mayor and the Developer.
- I. DISPUTE RESOLUTION PROCESS. Notwithstanding anything to the contrary herein, if an event of default is not cured as provided herein, the non-defaulting Party may initiate the mediation process by providing written notice initiating the process to the alleged defaulting Party. Within fifteen (15) days after delivery of such notice, each Party shall appoint one person to act as mediator on behalf of such Party and notify the other Party. Within fifteen (15) days after delivery of such notice, the persons appointed shall themselves appoint one person to serve as the sole mediator. The mediator shall set the time and place of the mediation hearing and shall give reasonable notice of the mediation to the parties. The parties may agree to hold the mediation session(s) by telephone. Each Party shall pay one-half of all fees and costs associated with the mediation process.
- J. ATTORNEY FEES. In the event that either Party should be required to retain an attorney to institute litigation because of the default or breach of the other Party, or to pursue any remedy provided by law or equity, the Party which prevails in such litigation shall be entitled to reasonable attorney's fees.
- K. CONSTRUCTION. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party it being acknowledged that both Parties have participated in the preparation hereof.
- L. ATTACHMENT. All attachments to this Agreement and recitals are incorporated herein and made a part hereof as if set forth in full.
- M. CAPTIONS. The captions, sections and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and shall in no way affect interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Planned Unit development Agreement on the date above written.

CITY OF TWIN FALLS:

ATTEST: Leta Sanchez

BY:

Mayor

[Signature]

DEVELOPER:

PFP LLC, an Idaho limited liability company

By: Oaas & Laney, Inc., an Idaho corporation
Its: President

By:

T. Erik Oaas, President

[Signature]

Schedule of Exhibits:

Exhibit A: Legal Description of the Property
Exhibit B: Master Development Plan

ACKNOWLEDGEMENTS

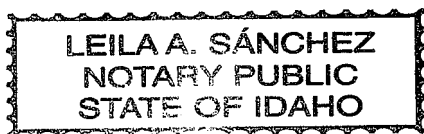
STATE OF IDAHO

County of Twin Falls

} ss.

On this 23rd day of June, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Lance Clow, known or identified to me to be the Mayor of the City of Twin Falls, Idaho, the municipal corporation that executed the instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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



Leila A. Sanchez
Notary Public for Idaho
Residing at Twin Falls
My commission expires: 5-18-2012

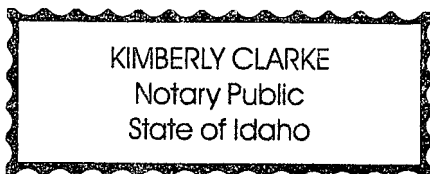
STATE OF IDAHO

County of Ada

)
) ss.
)

On this 24th day of June, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared T. Erik Oaas, known or identified to me to be the President of Oaas & Laney, Inc., the corporation that executed the within and foregoing instrument as the Manager of PFP LLC, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same on behalf of such limited liability company.

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



Kimberly Clarke
Notary Public for Idaho
Residing at: Meridian, Idaho
My commission expires: 4-13-11

PUD 253

**EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY**

Exhibit A - 1
PILLAR FALLS PUD AGREEMENT

G:\workarea\MEETINGS\2009\05-18-2009\1-PILLAR FALLS - PUD AGREEMENT\PILLAR FALLS PUD AGREEMENT - CC Approval 05-18-09 .DOC

5/20/2009

Page 12 of 13



THE LAND GROUP, INC.

Project No. 08197
Legal Description
PILLAR FALLS SUBDIVISION
NCO Zone
11.34 acres

EXHIBIT A

A tract of land for zoning purposes situated in U.S. Government Lot 6 of Section 34, Township 9 South, Range 17 East, Boise Meridian, City of Twin Falls, Twin Falls County, Idaho, described as follows:

Commencing at a found 5/8-inch steel pin monumenting the Southeast Corner of Section 34 on the centerline of Pole Line Road East, from which a found 5/8-inch steel pin monumenting the North One Quarter of said Section 34 bears North 89°53'00" West a distance of 2,643.96 feet;

Thence following the southerly line of said Section 34 and the centerline of said Pole Line Road East, North 89°53'00" West a distance of 293.90 feet to a point;
Thence leaving the southerly line of said Section 34 and the centerline of said Pole Line Road East, North 01°18'58" East a distance of 44.47 feet to a point on the northerly right-of-way line of said Pole Line Road East being the POINT OF BEGINNING;

Thence following the northerly right-of-way line of said Pole Line Road East the following two courses:

1. 111.65 feet following the arc of a non tangent curve to the left, said curve having a radius of 458.00 feet, a central angle of 13°58'04", a chord bearing of North 82°53'58" West a distance of 111.38 feet to a point;
2. North 89°53'00" West a distance of 890.71 feet to a point;

Thence leaving said northerly right-of-way line, North 00°33'02" East a distance of 640.52 feet to a point;

Thence South 89°53'00" East a distance of 373.70 feet to a point;

Thence South 35°13'08" East a distance of 114.77 feet to a point;



THE LAND GROUP, INC.

Thence southeasterly 39.30 feet following the arc of a circular curve to the right, said curve having a radius of 150.00 feet, a central angle of 15°00'41", a chord bearing of South 27°42'47" East and a chord distance of 39.19 feet to a point;
Thence South 20°12'27" East a distance of 88.86 feet to a point;
Thence 187.31 feet following the arc of a non tangent curve to the right, said curve having a radius of 72.00 feet, a central angle of 149°03'34", a chord bearing of South 35°20'06" East and a chord distance of 138.78 feet to a point;
Thence South 51°02'18" East a distance of 60.21 feet to a point;
Thence North 38°57'42" East a distance of 87.22 feet to a point;
Thence South 89°53'00" East a distance of 25.55 feet to a point;
Thence North 00°07'00" East a distance of 35.00 feet to a point;
Thence South 89°53'00" East a distance of 82.00 feet to a point;
Thence South 00°07'00" West a distance of 27.00 feet to a point;
Thence South 89°53'00" East a distance of 78.00 feet to a point;
Thence North 00°07'00" East a distance of 27.00 feet to a point;
Thence South 89°53'00" East a distance of 147.78 feet to a point;
Thence South 01°18'58" West a distance of 394.63 feet to the
POINT OF BEGINNING.

The above-described tract of land contains 11.34 acres, more or less, subject to any existing easements or rights-of-way.

Prepared By: THE LAND GROUP, INC.
261 CANYON CREST DRIVE
TWIN FALLS, IDAHO 83301
208-733-4041
208-733-4045 (FAX)





THE LAND GROUP, INC.

Project No. 08197
Legal Description
PILLAR FALLS SUBDIVISION
C-1 Zone
5.14 acres

EXHIBIT B

A tract of land for zoning purposes situated in U.S. Government Lots 6 and 18 of Section 34, Township 9 South, Range 17 East, Boise Meridian, City of Twin Falls, Twin Falls County, Idaho, described as follows:

Commencing at a found 5/8-inch steel pin monumenting the Southeast Corner of Section 34 on the centerline of Pole Line Road East, from which a found 5/8-inch steel pin monumenting the North One Quarter of said Section 34 bears North 89°53'00" West a distance of 2,643.96 feet; Thence following the southerly line of said Section 34 and the centerline of said Pole Line Road East, North 89°53'00" West a distance of 293.90 feet to a point; Thence leaving the southerly line of said Section 34 and the centerline of said Pole Line Road East, North 01°18'58" East a distance of 439.10 feet to the POINT OF BEGINNING;

Thence North 89°53'00" West a distance of 147.78 feet to a point;
Thence South 00°07'00" West a distance of 27.00 feet to a point;
Thence North 89°53'00" West a distance of 78.00 feet to a point;
Thence North 00°07'00" East a distance of 27.00 feet to a point;
Thence North 89°53'00" West a distance of 82.00 feet to a point;
Thence South 00°07'00" West a distance of 35.00 feet to a point;
Thence North 89°53'00" West a distance of 25.55 feet to a point;
Thence South 38°57'42" West a distance of 87.22 feet to a point;
Thence North 51°02'18" West a distance of 60.21 feet to a point;
Thence 187.31 feet following the arc of a non tangent curve to the left, said curve having a radius of 72.00 feet, a central angle of 149°03'34", a chord bearing of North 35°20'06" West and a chord distance of 138.78 feet to a point;
Thence North 20°12'27" West a distance of 88.86 feet to a point;
Thence northwesterly 39.30 feet following the arc of a circular curve to the left, said curve having a radius of 150.00 feet, a central angle of 15°00'41", a chord bearing of North 27°42'47" West and a chord distance of 39.19 feet to a point;
Thence North 35°13'08" West a distance of 88.43 feet to a point;
Thence North 54°46'52" East a distance of 155.17 feet to a point;



THE LAND GROUP, INC.

Thence North 47°45'40" East a distance of 120.09 feet to a point on the southerly rim of the Snake River Canyon;

Thence following the southerly rim of said Snake River Canyon the following nine courses:

1. South 58°59'29" East a distance of 73.80 feet to a point;
2. South 39°32'11" East a distance of 52.63 feet to a point;
3. North 83°21'55" East a distance of 125.65 feet to a point;
4. South 77°15'14" East a distance of 41.41 feet to a point;
5. South 68°45'31" East a distance of 124.49 feet to a point;
6. South 23°22'32" East a distance of 86.65 feet to a point;
7. South 43°59'11" East a distance of 104.78 feet to a point;
8. South 50°14'01" East a distance of 82.68 feet to a point;
9. South 43°41'22" East a distance of 84.29 feet to a point;

Thence leaving said southerly rim of the Snake River Canyon,
South 00°11'01" East a distance of 84.31 feet to a point on said southerly rim;

Thence following said southerly rim the following two courses:

1. South 45°32'53" West a distance of 11.83 feet to a point;
2. South 47°51'51" West a distance of 20.58 feet to a point;

Thence leaving said southerly rim North 54°21'15" West a distance of 224.97 feet to a point;

Thence South 01°18'58" West a distance of 47.09 feet to the
POINT OF BEGINNING.

The above-described tract of land contains 5.14 acres, more or less, subject to any existing easements or rights-of-way.

Prepared By: THE LAND GROUP, INC.
261 CANYON CREST DRIVE
TWIN FALLS, IDAHO 83301
208-733-4041
208-733-4045 (FAX)





THE LAND GROUP, INC.

Project No. 08197
Legal Description
PILLAR FALLS SUBDIVISION
R-6 Zone
7.11 acres

EXHIBIT C

A tract of land for zoning purposes situated in U.S. Government Lots 6 and 18 of Section 34, Township 9 South, Range 17 East, Boise Meridian, City of Twin Falls, Twin Falls County, Idaho, described as follows:

Commencing at a found 5/8-inch steel pin monumenting the Southeast Corner of Section 34 on the centerline of Pole Line Road East, from which a found 5/8-inch steel pin monumenting the North One Quarter of said Section 34 bears North 89°53'00" West a distance of 2,643.96 feet;

Thence following the southerly line of said Section 34 and the centerline of said Pole Line Road, North 89°53'00" West a distance of 1,294.66 feet to a point;

Thence leaving said southerly line and said centerline, North 00°33'02" East a distance of 698.52 feet to the POINT OF BEGINNING;

Thence continuing North 00°33'02" East a distance of 524.75 feet to a point;

Thence North 58°10'10" East a distance of 265.75 feet to a point;

Thence North 46°06'27" East a distance of 75.80 feet to a point on the southerly rim of the Snake River Canyon;

Thence following the southerly rim of said Snake River Canyon the following nine courses:

1. South 19°26'25" East a distance of 21.90 feet to a point;
2. South 46°30'19" East a distance of 130.43 feet to a point;
3. South 19°27'20" East a distance of 26.84 feet to a point;
4. South 62°21'33" East a distance of 33.17 feet to a point;
5. South 25°56'08" East a distance of 110.79 feet to a point;
6. South 12°59'30" East a distance of 79.93 feet to a point;
7. South 11°48'49" East a distance of 126.51 feet to a point;

May 14, 2009
Page 2 of 2



THE LAND GROUP, INC.

8. South 44°09'37" East a distance of 47.97 feet to a point;
9. South 32°44'43" East a distance of 98.24 feet to a point;

Thence leaving said southerly rim, South 47°45'40" West a distance of 120.09 feet to a point;

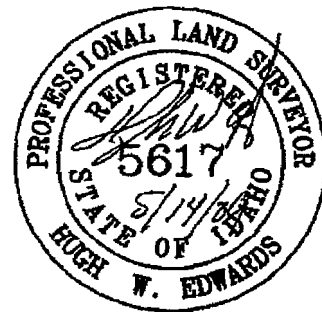
Thence South 54°46'52" West a distance of 155.17 feet to a point;

Thence North 35°13'08" West a distance of 26.35 feet to a point;

Thence North 89°53'00" West a distance of 373.70 feet to the
POINT OF BEGINNING.

The above-described tract of land contains 7.11 acres, more or less, subject to any existing easements or rights-of-way.

Prepared By: THE LAND GROUP, INC.
261 CANYON CREST DRIVE
TWIN FALLS, IDAHO 83301
208-733-4041
208-733-4045 (FAX)



TWIN FALLS COUNTY

Recorded for
TITLE FACT

3:49:26 pm 07-03-2007

2007-016289

No. Pages: 8 Fee: \$ 24.00

KRISTINA GLASCOW

County Clerk

Deputy: C'DUNBAR

MEMORANDUM OF ACTION

Pursuant to the discussion of the contiguous property line between Todd Blass & P & L Land Company, LLC and potential Canyon Rim Trail being located along the South East border. See attached exhibit map for the identified property line. In the event that the City and or council mandates the trail be located at the described location. P&L Land Company, LLC agrees to the following below.

Developer agrees to fence and also provide a substantial landscape buffer between the trail and the Todd Blass property. This landscape buffer is to screen the trail and provide privacy to the Todd Blass property from that direction.

For example, wrought iron type fencing along the border with 6' arborvitae shrubs behind that and behind the shrubs blue spruce trees and or other landscape trees. Subject to landscape design and correct landscaping for climate zone.

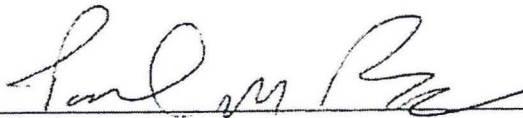
Developer is in the process of having trail designs, along with landscape screening ideas being drawn at this time. Developer will work with Todd Blass on developing this concept to a mutually satisfactory design for both parties. See attached example on exhibit "A".

Developer agrees to stub utilities to Todd Blass property lines. Developer & Todd will coordinate said location. For developer bringing utilities to Todd Blass property line Todd Blass will give up drain field and drain field replacement field easements on developer's property.

RESOLVED:

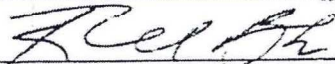
The parties hereby agree to all of the terms above.

P&L Land Company, LLC



10-27-06

Todd Blass



**EXHIBIT B
MASTER DEVELOPMENT PLAN**

Exhibit B - 1

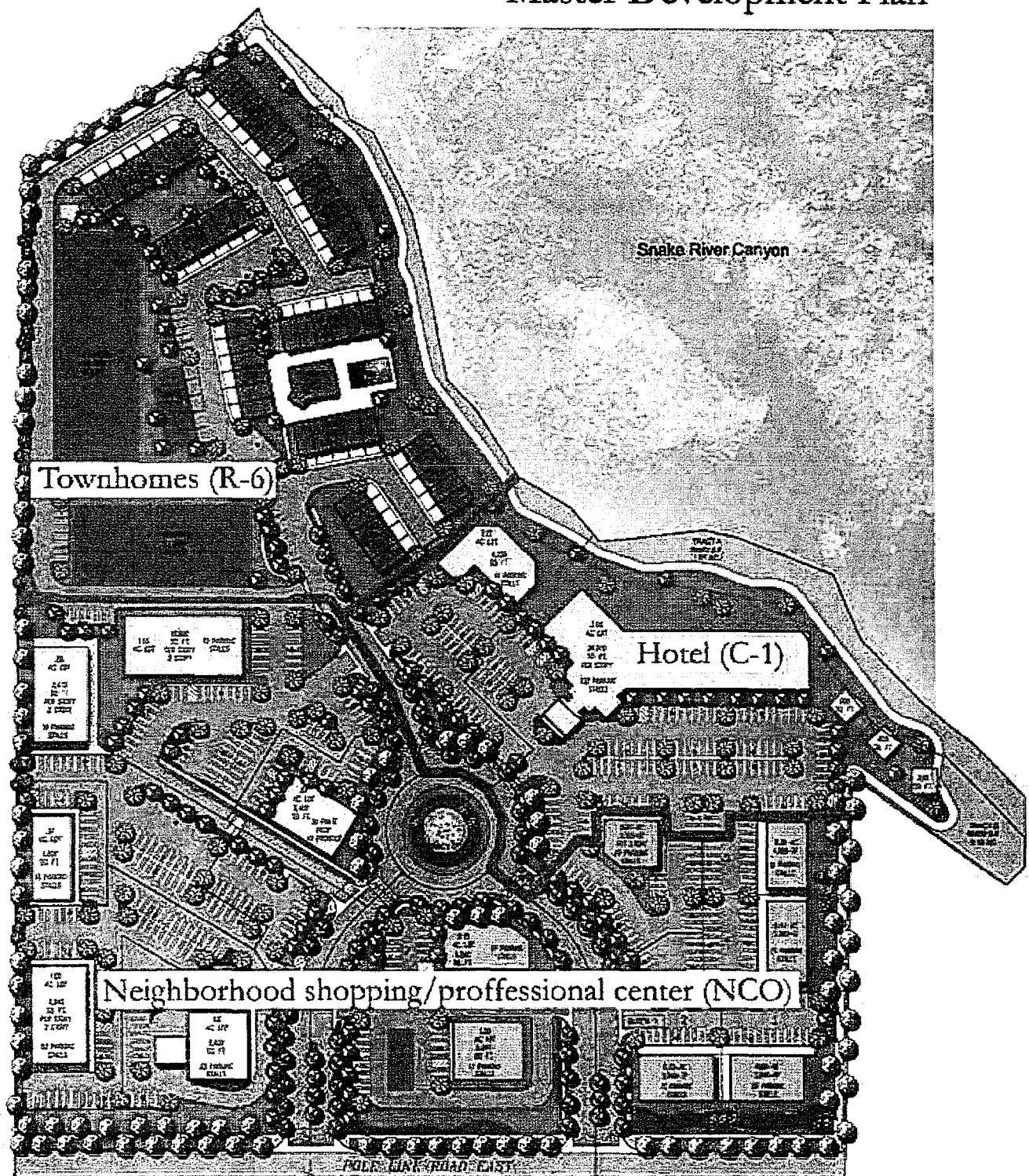
PILLAR FALLS PUD AGREEMENT

G:\workarea\MEETINGS\2009\05-18-2009\+PILLAR FALLS - PUD AGREEMENT\PILLAR FALLS PUD AGREEMENT - CC Approval 05-18-09 .DOC

5/20/2009

Page 13 of 13

Master Development Plan



PILLAR FALLS

Master Development Plan



PILLAR FALLS

Not part of recorded document. Inserted digitally for clarification.
Located in original application documents (#1991)
PZ Director Jonathan Spendlove 2.28.2024



Site Plan

PILLAR FALLS

Mixed Use Office/Retail



Hotel

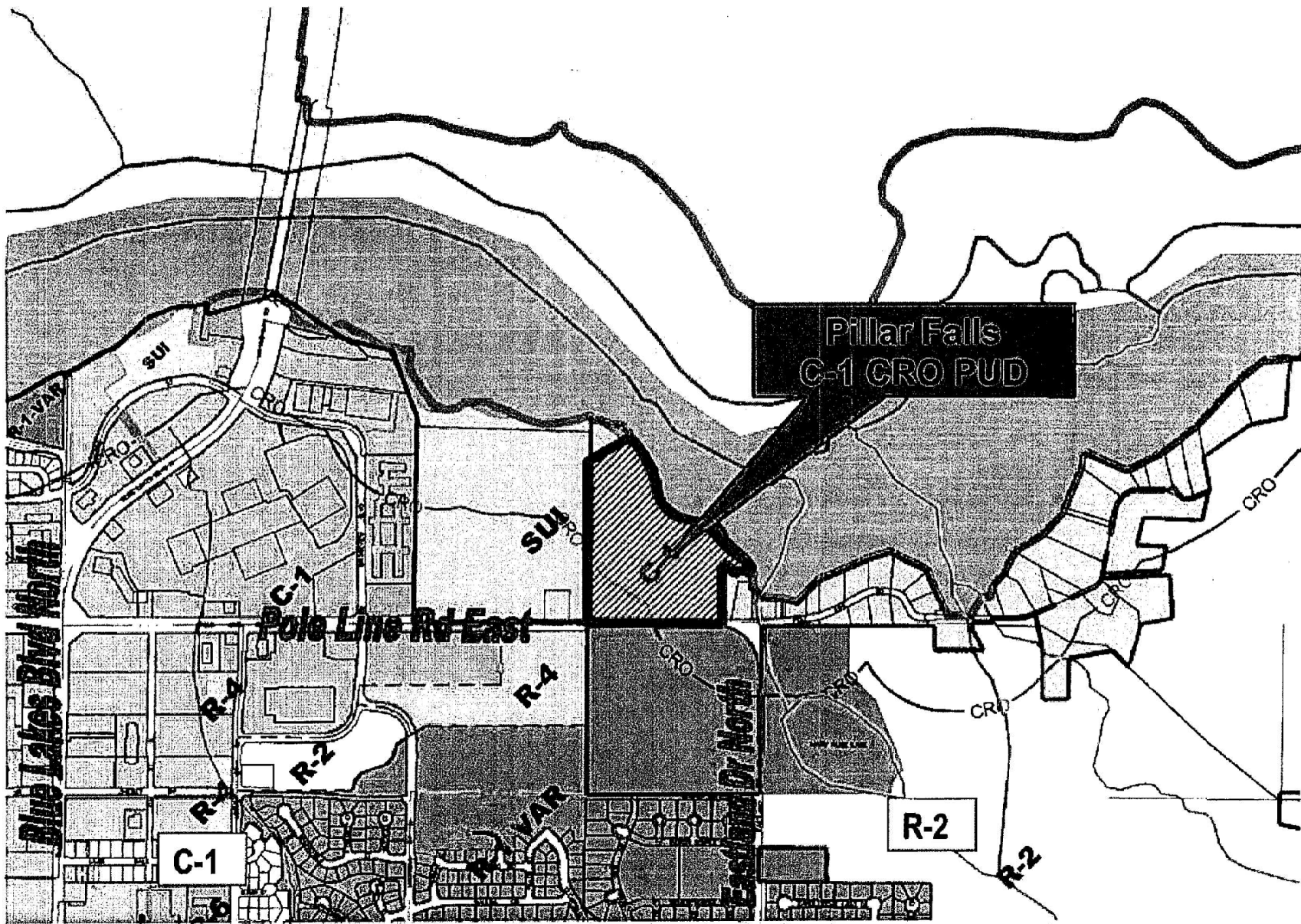


Single Family Attached Residential

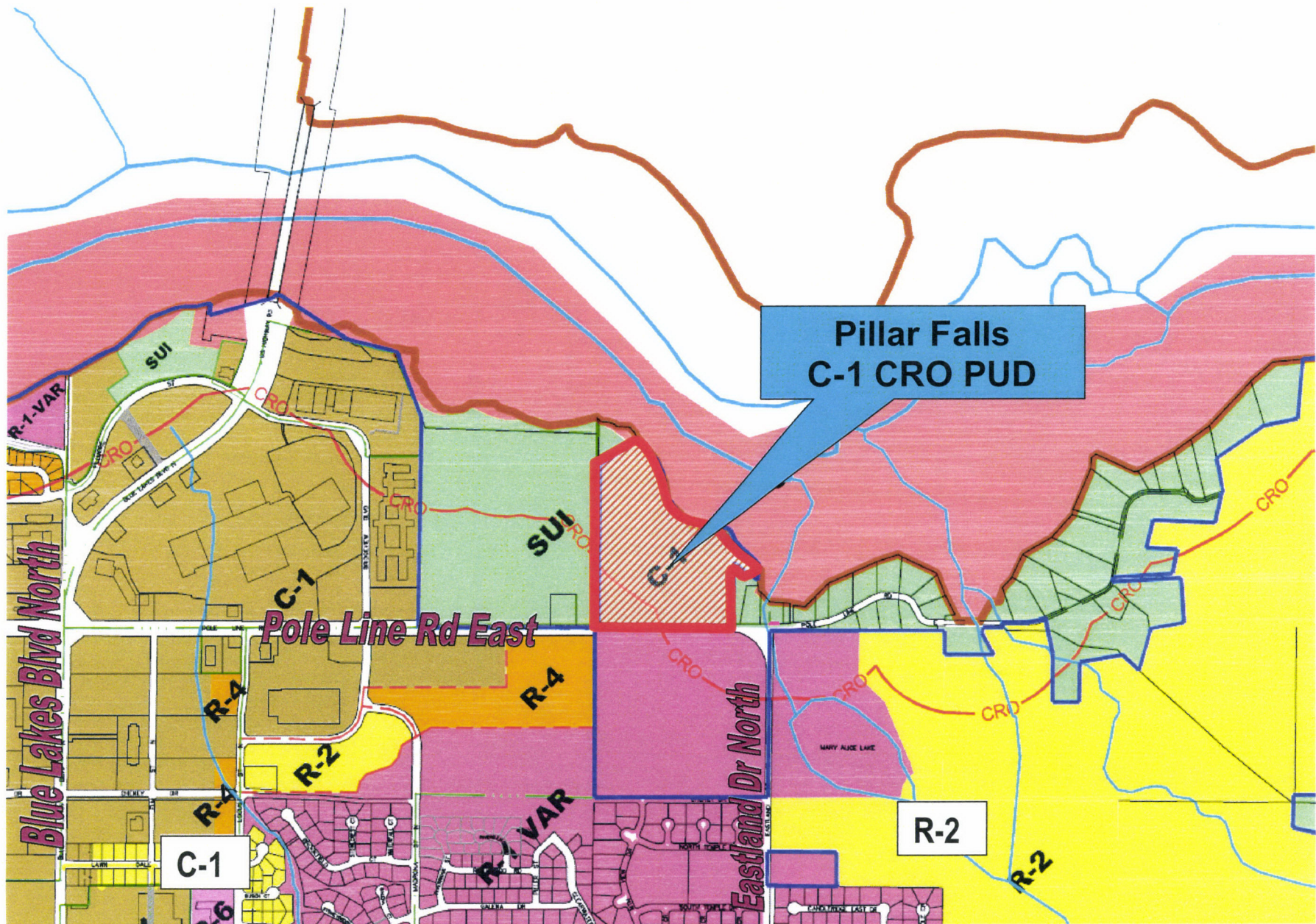


Office





PUD.253





Pillar Falls showing the Canyon Rim Overlay Boundary in relation to this property



Pillar Falls showing the Canyon Rim Overlay Boundary in relation to this property

Not part of recorded document. Inserted digitally for clarification.
Located in original application documents (#1991)
PZ Director Jonathan Spendlove 2.28.2024

After Recording
Return to:

JoAnn C. Butler
Spink Butler, LLP
P. O. Box 639
Boise, ID 83701

TWIN FALLS COUNTY

Recorded for

PFP, LLC

3:47:22 pm 07-21-2009

2009-016661

No. Pages: 11 Fee: \$ 33.00

KRISTINA GLASCOCK

County Clerk

Deputy: RHITF

ME-325
RECEIVED
JUL 20 2009

BY: _____

FOR RECORDING INFORMATION

CANYON RIM TRAIL EASEMENT AGREEMENT
(Blass Area)

This Canyon Rim Trail Easement Agreement (this "**Agreement**") is made this 21st day of July, 2009, by and between PFP, LLC, an Idaho limited liability company, whose address is 519 W. Front Street, Boise, ID 83702 ("**Declarant**"), and the CITY OF TWIN FALLS, an Idaho municipal corporation, whose address is 321 2nd Avenue East, Twin Falls, ID 83301 ("**City**").

RECITALS

A. Declarant is the owner of fee simple title to that certain parcel of real estate situated in the City of Twin Falls, County of Twin Falls, State of Idaho, commonly known as Pillar Falls Subdivision, and legally described on **Exhibit A** attached hereto and made a part hereof (the "**Property**").

B. The conditions for conditional use approval for Pillar Falls Subdivision include the improvement of the Property with a trail as approved by City. Declarant desires to improve the Property with a trail and landscaping on that portion of the Property legally described on **Exhibit B** attached hereto and made a part hereof (the "**Canyon Rim Trail Parcel**") according to that certain landscape plan attached hereto as **Exhibit C** and made a part hereof (the "**Landscape Plan**").

C. Declarant desires to provide the public with certain easement rights to the Canyon Rim Trail Parcel, all upon the conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Declarant and City hereby agree as follows:

1. City's Easement. Declarant hereby grants to City, its successors and assigns, for the benefit of City and the general public, a perpetual, non-exclusive easement for pedestrian access, public utilities, drainage and irrigation on, over and across the Canyon Rim Trail Parcel. The Canyon Rim Trail Parcel shall be used by the public pursuant to this Agreement solely for bicycle and pedestrian access on, over and across pathway(s) as such pathway(s) are constructed by Declarant on the Canyon Rim Trail Parcel according to the Landscape Plan. Public access by any other vehicle or mechanism, of any kind, motorized or otherwise, shall be prohibited. The foregoing sentence is not intended to and shall not limit use of the Canyon Rim Trail Parcel by: handicapped persons using their normal mode of locomotion; people pushing strollers or using roller blades; or authorized persons using motorized equipment in connection with Emergency Response and or Maintenance of the Canyon Rim Trail Parcel, as defined herein. Declarant shall have the right to construct such other improvements on the Canyon Rim Trail Parcel not inconsistent with the rights granted herein. All such improvements shall thereafter be maintained as provided herein.

2. Other Uses. Declarant and City shall be entitled to use the Canyon Rim Trail Parcel for those uses provided herein and for any other reasonable use so long as such other use or uses does not unreasonably interfere with or obstruct pedestrian access on, over and across the Canyon Rim Trail

Parcel by City and the general public, and such other use or uses does not damage the Canyon Rim Trail Parcel in any manner, normal wear and tear excepted.

3. City Maintenance. City, and its successors and assigns, shall pave, repair, and at all times maintain in good condition and provide maintenance on the Canyon Rim Trail Parcel, which maintenance shall include, without limitation, maintenance, repair and replacement of the paved surface and the subsurface of the Canyon Rim Trail Parcel, as necessary, to maintain the paved areas of the Canyon Rim Trail Parcel in a level, smooth and evenly-covered condition in a manner and with the types of paving and other materials as required by the Landscape Plan and as generally conducted by City in connection with maintenance of park and recreation facilities in City ("**City Maintenance**").

4. Declarant Maintenance. Declarant, and its successors and assigns, shall repair and at all times maintain in good condition and provide maintenance on the Canyon Rim Trail Parcel, which maintenance shall include, without limitation, maintenance, repair and replacement of the landscaped surface and the subsurface of the Canyon Rim Trail Parcel, including the sprinkler systems, as necessary, to maintain the landscaped areas and sprinkler system of the Canyon Rim Trail Parcel in a manner and with the types of grasses, shrubs and other materials as required by the Landscape Plan ("**Declarant Maintenance**"). City Maintenance and Declarant Maintenance are sometimes collectively referred to herein as "**Maintenance**."

5. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens hereof, are perpetual and run with the land, which land is defined as the Property, and are binding upon and inure to the benefit of the respective heirs, assigns, successors, and personal representatives of the parties hereto.

6. Indemnification. Each party shall indemnify, defend and hold harmless the other parties and occupants of the Property from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action of any kind whatsoever for injury to or death of any person or damage to or destruction of any property resulting from the willful misconduct or grossly negligent act or omission of the indemnifying party.

7. Blass Agreement. Declarant's predecessor in interest to the Property, P & L Land Company, LLC, and Todd Blass ("**Blass**") entered into that certain Memorandum of Action recorded in the official records of Twin Falls County, Idaho, on July 3, 2007, as Instrument No. 2007-016289 (the "**Memorandum**"). The Memorandum requires, in part, that the developer of the Property (that is, Declarant) construct a landscape buffer reasonably acceptable to Blass on the Canyon Rim Trail Parcel. Developer agrees to landscape the Canyon Rim Trail Parcel, except for the existing septic drain field as further described below, concurrently with the development of phase 1 of Pillar Falls Subdivision. Blass acknowledges and agrees below that the installation of the landscape as depicted on the Landscape Plan shall satisfy the landscape requirements of the Memorandum and, upon recordation of this Agreement, the landscape provisions of the Memorandum shall be null and void and of no further force or effect.

The Memorandum also requires, in part, that the developer of the Property (that is, Declarant) shall stub utility dry lines to the Blass real property at a location coordinated between Declarant and Blass and that Blass shall relinquish the existing septic drain field and the replacement drain field easement(s) on the Property. Developer agrees to stub dry sewer, water and natural gas utility lines from the Property across the Canyon Rim Trail Parcel to the Blass real property at a location coordinated between Declarant and Blass concurrently with the development of phase 1 of Pillar Falls Subdivision. At such time that public sewer, water and natural gas are available to feed such dry utility lines, Blass, at Blass' sole cost and expense, shall annex into the City of Twin Falls and shall connect to such utilities, disengage the existing septic drain field, extinguish the existing septic drain field and the replacement drain field easements on the Property, and terminate the Memorandum. As soon as practicable thereafter, Declarant shall install landscaping as per the Landscape Plan in the area above the existing septic drain field. Blass and Declarant shall execute, notarize and record any and all documentation deemed reasonably necessary by Declarant to effectuate the provisions of this Section.

8. Miscellaneous Provisions.

- (a) Controlling Law. The construction and enforcement of this Agreement shall be governed by the laws of the State of Idaho.
- (b) Severability. If any provision of this Agreement is found to be invalid the remainder of the provisions of this Agreement shall not be affected thereby.
- (c) Successors. The representations, covenants, undertakings and agreements of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors, and assigns.
- (d) Representation. All parties hereto have either: (i) been represented by separate legal counsel; or (ii) have had the opportunity to be so represented. Thus, in all cases, the language herein shall be construed simply and in accordance with its fair meaning and not strictly for or against a party, regardless of which party prepared or caused the preparation of this Agreement.
- (e) Waiver. Enforcement of the terms of this Agreement shall be at the discretion of each of the parties hereto, and any forbearance by a party hereto to exercise such party's right(s) under this Agreement in the event of any breach of any term of this Agreement by another party shall not be deemed or construed to be a waiver by such party to enforce such party's right(s) hereunder. No delay or omission by a party in the exercise of any right or remedy upon any breach by another party shall impair such right or remedy or be construed as a waiver.
- (f) Captions. The captions in this Agreement have been inserted solely for convenience of reference and are not a part of this Agreement and shall have no effect upon the Agreement's construction or interpretation.
- (g) Prevailing Party. If any party shall default in the full and timely performance of this Agreement and said default is cured with the assistance of an attorney for the other party or parties and before the commencement of a suit thereon, as a part of curing said default, the reasonable attorneys' fees incurred by the other party or parties shall be reimbursed to the other party or parties upon demand. In the event that any party to this Agreement shall file suit or action at law or equity to interpret or enforce this Agreement hereof, the unsuccessful party or parties to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party or parties, including the same with respect to an appeal.
- (h) Force Majeure. The time for performance by a party hereto of any term or provision of this Agreement shall be deferred for a period equal to any delay caused by reason of labor controversy, act of God, fire or other casualty, governmental regulations, refusal or failure of governmental authorities to grant necessary construction permits, or other cause beyond the reasonable control of such party (excluding lack of money); provided such party has from time to time in writing kept the other parties fully advised of such delays and the cause thereof.
- (i) Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties hereto to confer a usable right of enjoyment to each party is carried out.

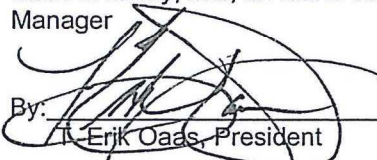
[end of text]

ME 325

IN WITNESS WHEREOF, PFP, LLC has executed this Canyon Rim Trail Easement Agreement the day and year first above written.

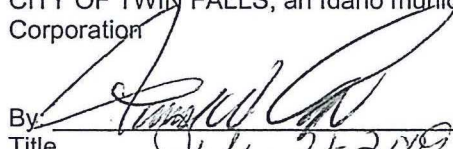
PFP, LLC, an Idaho limited liability company

By: Oaas & Laney, Inc., an Idaho corporation
Its: Manager

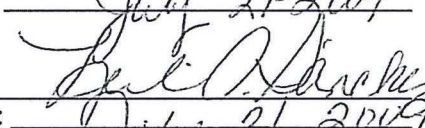
By: 
Erik Oaas, President

IN WITNESS WHEREOF, the City of Twin Falls has executed this Canyon Rim Trail Easement Agreement the day and year first above written.

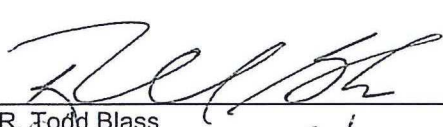
CITY OF TWIN FALLS, an Idaho municipal Corporation

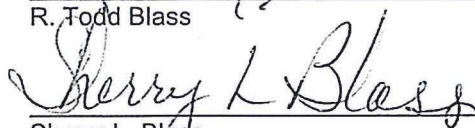
By: 
Title: July 21, 2009

ATTEST:

By: 
Title: July 21, 2009

IN WITNESS WHEREOF, R. Todd Blass and Sherry L. Blass have executed this Canyon Rim Trail Easement Agreement the day and year first above written and solely for the purpose of and in connection with Section 7 above.


R. Todd Blass


Sherry L. Blass

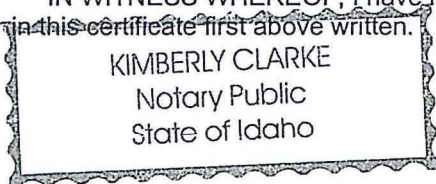
[notary acknowledgments follow]

ME-325

STATE OF IDAHO)
) ss.
County of Ada)

On this 17th day of July, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared T Erik Oaas, known or identified to me to be the President of Oaas & Laney, Inc., the corporation that executed the within and foregoing instrument as the Manager of PFP, LLC, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same on behalf of such limited liability company.

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

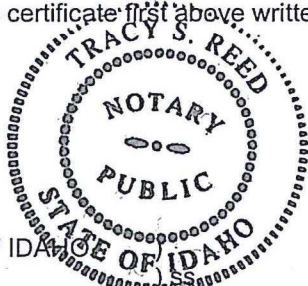


[Signature]
Notary Public for Idaho
Residing at: Meridian, Idaho
My commission expires: 4-13-11

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 21st day of July, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Lance W Clow, known or identified to me to be the Mayor of the CITY OF TWIN FALLS, the municipal corporation that executed the instrument of the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

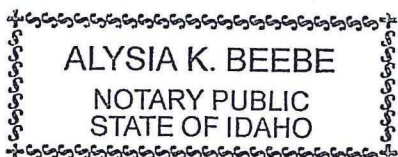


Tracy S. Reed
Notary Public for Idaho
Residing at Twin Falls, ID
My commission expires: 8/23/13

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 16th day of July, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared R. TODD BLASS and SHERRY L. BLASS, known or identified to me to be the persons who signed the within and foregoing document, and acknowledged to me that they executed the same.

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

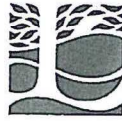


[Signature]
Notary Public for Idaho
Residing at Twin Falls
My commission expires: 2-28-2015

ME.325

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY



THE LAND GROUP, INC.

March 5, 2009
Page 1 of 4

Project No. 08197
Legal Description
PILLAR FALLS SUBDIVISION
Total Boundary
24.91 acres

EXHIBIT A

A tract of land situated in U.S. Government Lots 6 and 18 of Section 34, Township 9 South, Range 17 East, Boise Meridian, City of Twin Falls, Twin Falls County, Idaho, described as follows:

Commencing at a found 5/8-inch steel pin monumenting the Southeast Corner of Section 34 on the centerline of Pole Line Road East, from which a found 5/8-inch steel pin monumenting the North One Quarter of said Section 34 bears North 89°53'00" West a distance of 2,643.96 feet;
Thence following the southerly line of said Section 34 and the centerline of said Pole Line Road East, North 89°53'00" West a distance of 293.90 feet to a found 5/8-inch steel pin being the REAL POINT OF BEGINNING;

Thence continuing North 89°53'00" West a distance of 1,000.76 feet to a found 5/8-inch steel pin;

Thence leaving said southerly line and said centerline, North 00°33'02" East a distance of 1,223.27 feet to a found 5/8-inch steel pin;

Thence North 58°10'10" East a distance of 265.75 feet to a found 5/8-inch steel pin;

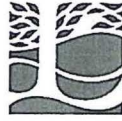
Thence North 46°06'27" East a distance of 75.80 feet to a point on the southerly rim of the Snake River Canyon, said point being witnessed by a found 5/8-inch steel pin which bears South 46°06'27" West a distance of 5.49 feet;

Thence following the southerly rim of said Snake River Canyon the following nineteen (19) courses:

1. South 19°26'25" East a distance of 21.90 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 57°01'38" West a distance of 5.14 feet;

Landscape Architecture • Site Planning • Civil Engineering • Golf Course Irrigation & Engineering • Graphic Communication
261 Canyon Crest Drive, Twin Falls, Idaho 83301 P208-733-4041, F208-733-4045 • www.thelandgroupinc.com
C:\C:\AD\2008\08197\Admin\Legals\JL_090112_08197_total boundary.doc

March 5, 2009
Page 2 of 4



THE LAND GROUP, INC.

2. South 46°30'19" East a distance of 130.43 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 57°01'10" West a distance of 5.14 feet ;
3. South 19°27'21" East a distance of 26.84 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 49°05'33" West a distance of 5.37 feet;
4. South 62°21'33" East a distance of 33.17 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 45°51'09" West a distance of 5.26 feet;
5. South 25°56'08" East a distance of 110.79 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 70°32'11" West a distance of 5.03 feet;
6. South 12°59'30" East a distance of 79.93 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 77°35'50" West a distance of 5.00 feet;
7. South 11°48'49" East a distance of 126.51 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 62°00'47" West a distance of 5.21 feet;
8. South 44°09'37" East a distance of 47.97 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 51°32'50" West a distance of 5.02 feet;
9. South 32°44'43" East a distance of 98.24 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 44°07'54" West a distance of 5.13 feet;
10. South 58°59'29" East a distance of 73.80 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 40°44'10" West a distance of 5.07 feet;
11. South 39°32'11" East a distance of 52.63 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 21°54'52" West a distance of 5.69 feet;
12. North 83°21'55" East a distance of 125.65 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 03°03'21" West a distance of 5.07 feet;

ME 325



THE LAND GROUP, INC.

March 5, 2009
Page 3 of 4

13. South 77°15'14" East a distance of 41.41 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 16°59'38" West a distance of 5.01 feet;
14. South 68°45'31" East a distance of 124.49 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 43°55'58" West a distance of 5.42 feet;
15. South 23°22'32" East a distance of 86.65 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 56°19'08" West a distance of 5.08 feet;
16. South 43°59'11" East a distance of 104.78 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 42°53'24" West a distance of 5.01 feet;
17. South 50°14'01" East a distance of 82.68 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 43°02'18" West a distance of 5.01 feet;
18. South 43°41'22" East a distance of 71.43 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 07°10'16" West a distance of 6.45 feet;
19. South 43°41'22" East a distance of 12.86 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 01°11'01" East a distance of 7.26 feet;

Thence leaving said southerly rim, South 00°11'01" East a distance of 84.31 feet to a point on said southerly rim, said point being witnessed by a found 5/8-inch steel pin which bears North 01°11'01" West a distance of 6.98 feet;

Thence following said southerly rim the following two courses:

1. South 45°32'53" West a distance of 11.83 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears North 43°37'38" West a distance of 5.00 feet;
2. South 47°51'51" West a distance of 20.58 feet to a set 5/8-inch steel pin;

Thence leaving said southerly rim, North 54°21'15" West a distance of 224.97 feet to a set 5/8-inch steel pin;

Landscape Architecture • Site Planning • Civil Engineering • Golf Course Irrigation & Engineering • Graphic Communication
261 Canyon Crest Drive, Twin Falls, Idaho 83301 P208-733-4041, F208-733-4045 • www.thelandgroupinc.com
C:\C:\D\2008\08197\Admin\Legals\11_090112_08197_total boundary.doc

ME 325



THE LAND GROUP, INC.

March 5, 2009
Page 4 of 4

Thence South 01°18'58" West a distance of 486.19 feet to the
REAL POINT OF BEGINNING.

The above-described tract of land contains 24.91 acres, more or less.

Prepared By: THE LAND GROUP, INC.
261 CANYON CREST DRIVE
TWIN FALLS, IDAHO 83301
208-733-4041
208-733-4045 (FAX)



Landscape Architecture • Site Planning • Civil Engineering • Golf Course Irrigation & Engineering • Graphic Communication
261 Canyon Crest Drive, Twin Falls, Idaho 83301 P208-733-4041, F208-733-4045 • www.thelandgroupinc.com
C:\C:\AD\2008\08197\ADMIN\Legals\11_090112_08197_total boundary.doc

ME 325

EXHIBIT B

LEGAL DESCRIPTION OF THE CANYON RIM TRAIL PARCEL



THE LAND GROUP, INC.

July 15, 2009
Page 1 of 1

Project No. 08197
Legal Description
PILLAR FALLS SUBDIVISION
Bike Path Easement
9,155 square feet

EXHIBIT B

An easement for bike path, public utilities, drainage, and irrigation purposes situated in U.S. Government Lots 6 and 18 of Section 34, Township 9 South, Range 17 East, Boise Meridian, City of Twin Falls, Twin Falls County, Idaho, described as follows:

Commencing at a found 5/8-inch steel pin monumenting the Southeast Corner of Section 34 on the centerline of Pole Line Road East, from which a found 5/8-inch steel pin monumenting the North One Quarter of said Section 34 bears North 89°53'00" West a distance of 2,643.96 feet; Thence following the southerly line of said Section 34 and the centerline of said Pole Line Road East, North 89°53'00" West a distance of 1,294.66 feet to a point; Thence leaving said southerly line and said centerline, North 00°33'02" East a distance of 1,187.75 feet the POINT OF BEGINNING of said easement.

Thence continuing North 00°33'02" East a distance of 35.52 feet to a point;
Thence North 58°10'10" East a distance of 265.75 feet to a point;
Thence North 46°06'27" East a distance of 39.74 feet to a point;
Thence South 34°12'58" East a distance of 39.23 feet to a point;
Thence 36.65 feet following the arc of a non tangent curve to the left, said curve having a radius of 35.00 feet, a central angle of 60°00'00", a chord bearing of South 74°35'55" West and a chord distance of 35.00 feet to a point;
Thence South 47°28'33" West a distance of 48.57 feet to a point;
Thence South 58°10'10" West a distance of 243.97 feet to the POINT OF BEGINNING.

The above-described tract of land contains 9,155 square feet, or 0.21 acres, more or less, subject to any existing easements or rights-of-way.

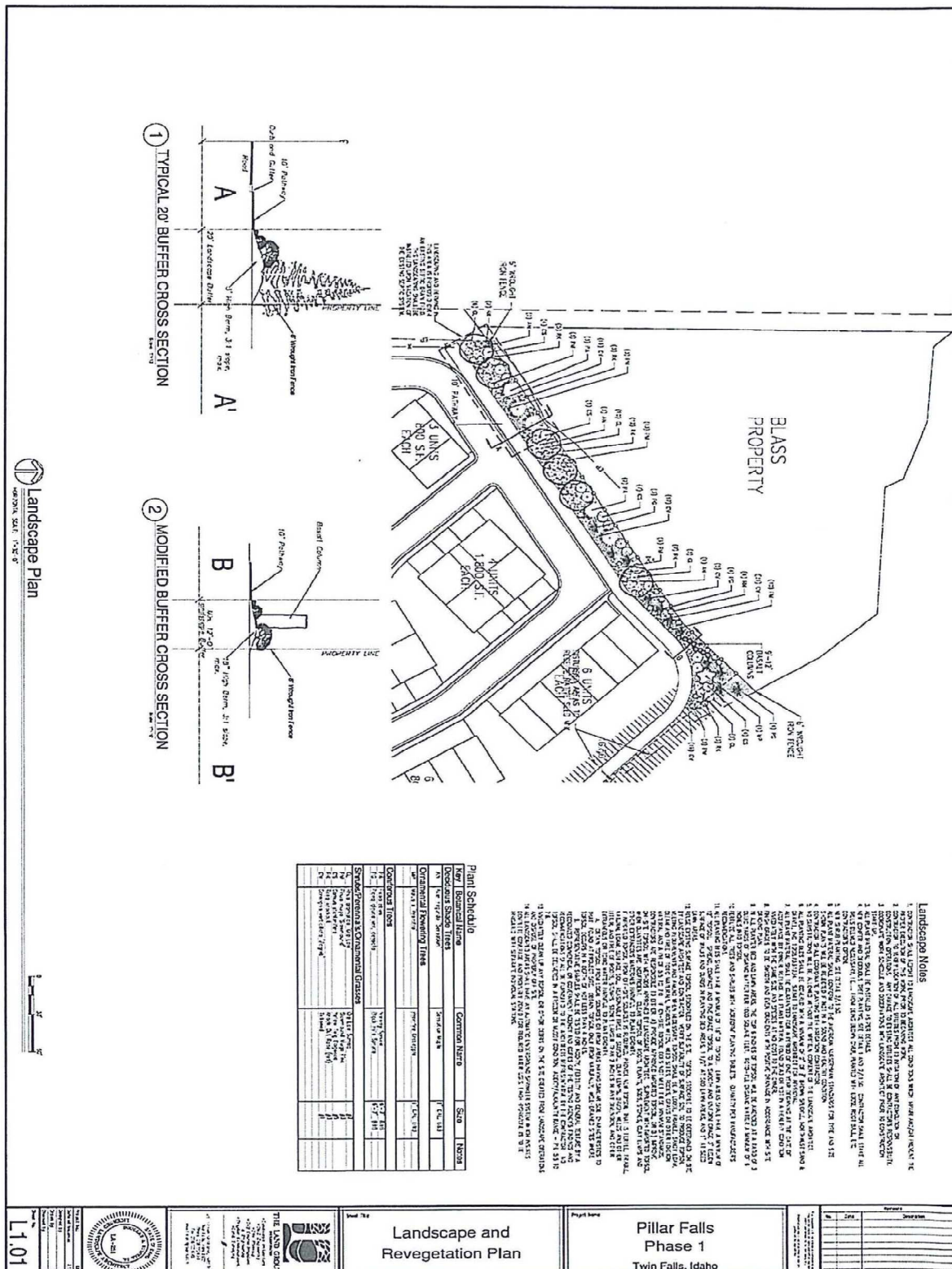
Prepared By: THE LAND GROUP, INC.
261 CANYON CREST DRIVE
TWIN FALLS, IDAHO 83301
208-733-4041
208-733-4045 (FAX)



Landscape Architecture • Site Planning • Civil Engineering • Golf Course Irrigation & Engineering • Graphic Communication
261 Canyon Crest Drive, Twin Falls, Idaho 83301 P208-733-4041, F208-733-4045 • www.thelandgroupinc.com
C:\C:\AD\2008\08197\Admin\Legals\11_090715_08197_bike path.doc

EXHIBIT C

LANDSCAPE PLAN



LEGAL DESCRIPTION

PARCEL NO. 1

Township 9 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho

Section 34: A parcel of land located in a portion of Government Lot 18, more particularly described as follows:

COMMENCING at the Southeast corner of Section 34;

THENCE along the Southerly boundary of said Section 34 North 89°53'00" West 75.00 feet;

THENCE along a line which lies Westerly of and parallel to the East boundary of Section 34

North 0°00'00" East 243.71 feet to a point which lies on the Southerly boundary of said Lot 18, said point also being the REAL POINT OF BEGINNING;

THENCE North 0°00'00" East 214.05 feet, more or less, to a point on the Snake River Canyon rim;

THENCE along the following twelve courses and distances along the approximate Snake River Canyon rim:

North 45°50'09" West 88.13 feet;

North 46°43'05" West 188.32 feet;

North 23°22'19" West 85.42 feet;

North 74°06'07" West 186.98 feet;

South 84°19'01" West 103.88 feet;

North 42°43'00" West 261.59 feet;

North 11°04'16" West 149.65 feet;

North 22°47'35" West 170.98 feet;

North 39°29'00" West 276.48 feet;

North 76°36'32" West 122.90 feet;

North 57°00'25" West 67.98 feet;

North 83°41'35" West 89.41 feet, more or less, to a point which lies on the Westerly boundary of said Lot 18;

THENCE leaving said Canyon Rim South 0°29'28" West 98.65 feet to the Southwest corner of said Lot 18;

THENCE along the following four courses and distances along the Southerly boundary of said Lot 18:

South 87°57' East 101.64 feet;

South 34°38' East 862.62 feet;

South 77°30' East 403.92 feet;

South 30°57' East 477.84 feet, more or less, to the REAL POINT OF BEGINNING.

EXCEPT:

Township 9 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho

Section 34: A parcel of land located in a portion of Government Lot 6 and Lot 18, more particularly described as follows:

COMMENCING at the South quarter corner of said Section 34; said point lies North 89°53'00"

West 2643.97 feet from the Southeast corner of Section 34;

THENCE South 89°53'00" East 1323.30 feet along the South boundary of Section 34 to the Southwest corner of Government Lot 6 and being the REAL POINT OF BEGINNING;

THENCE North 00°33'02" East 1205.23 feet along the West boundary of Government Lot 6 to the Northwest corner thereof;

THENCE continuing North 00°33'02" East 371.94 feet along the West boundary of Government Lot 18, Section 34 to a point on the rim of the Snake River Canyon;

THENCE along the rim of the Snake River Canyon as follows:

South 39°55'07" East 40.60 feet;

THENCE along the Southerly boundary of said Section 34 South 89°53'00" East 1244.36 feet to the
REAL POINT OF BEGINNING.

EXCEPT:

Township 9 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho

Section 34: A parcel of land located in Government Lot 6, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 34; said point lies South 89°54'28" East 2644.00
feet from the South quarter corner of Section 34;

THENCE North 89°54'28" West 75.00 feet along the South boundary of Section 34 to the REAL POINT
OF BEGINNING;

THENCE North 00°06'56" East 270.04 feet to a point on the rim of the Snake River Canyon;

THENCE North 59°52'00" West 13.18 feet along said canyon rim;

THENCE North 10°14'00" West 40.00 feet along said canyon rim;

THENCE North 89°54'28" West 93.00 feet;

THENCE South 10°14'55" West 321.02 feet to a point on the South boundary of Section 34;

THENCE South 89°54'28" East 168.08 feet along the South boundary of Section 34 to the REAL POINT
OF BEGINNING.

SUBJECT TO: Twin Falls County Highway Right of Way

AND EXCEPT:

Township 9 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho

Section 34: A parcel of land located in Government Lot 6, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 34; said point lies South 89°54'28" East 2644.00
feet from the South quarter corner of Section 34;

THENCE North 89°54'28" West 243.08 feet along the South boundary of Section 34 to THE REAL
POINT OF BEGINNING;

THENCE North 89°54'28" West 50.82 feet;

THENCE North 01°17'28" East 486.19 feet;

THENCE South 54°22'43" East 224.97 feet to a point on the Rim of the Snake River Canyon;

THENCE South 10°14'00" East 40.00 feet along said canyon rim,

THENCE North 89°54'28" West 93.00 feet;

THENCE South 10°14'55" West 321.02 feet to THE REAL POINT OF BEGINNING.

AND ALSO EXCEPT:

Township 9 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho

Section 34: A parcel of land located in a portion of Government Lot 6 and Lot 18, more particularly
described as follows:

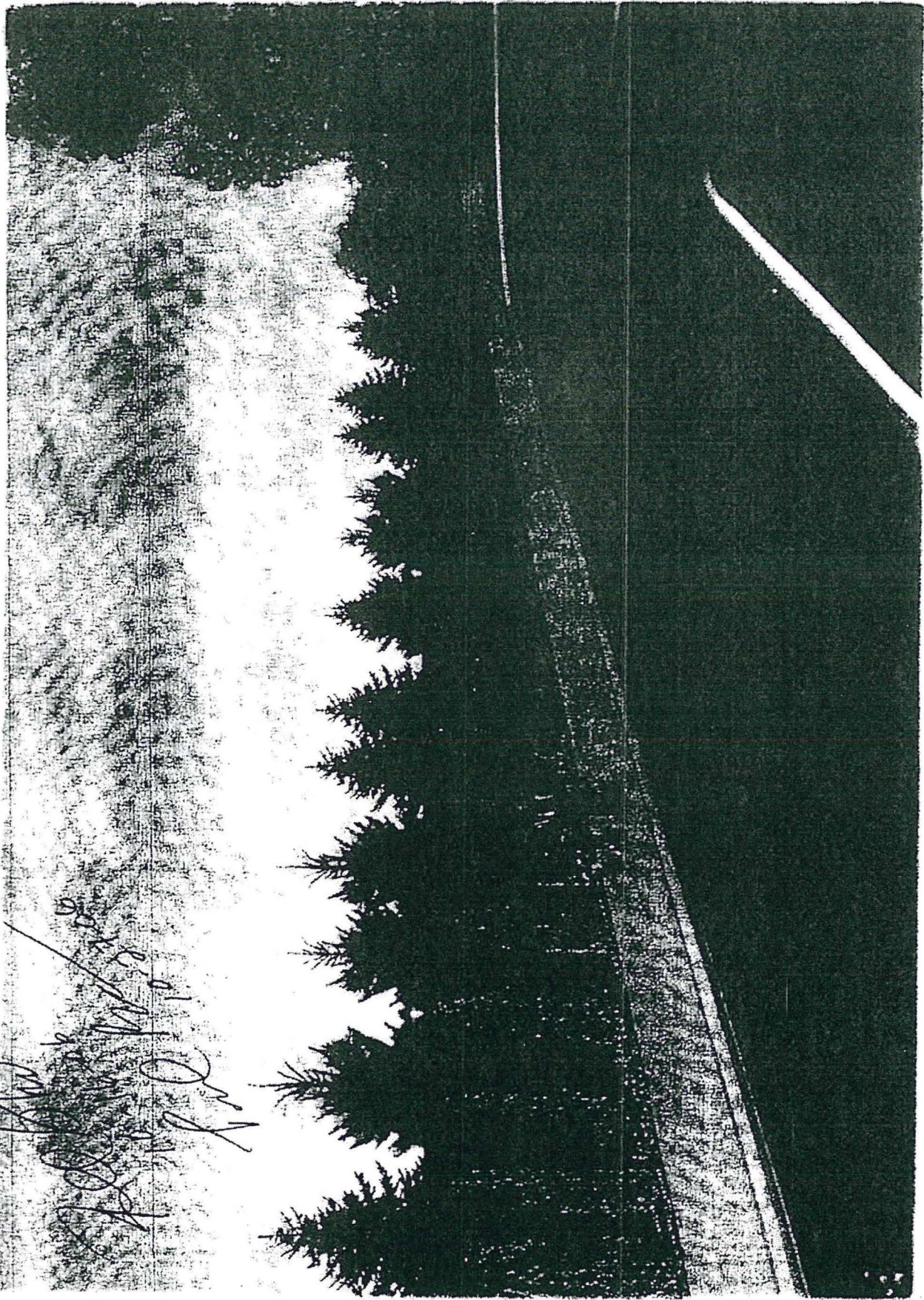
COMMENCING at the South quarter corner of said Section 34; said point lies North 89°53'00"
West 2643.97 feet from the Southeast corner of Section 34;

THENCE South 89°53'00" East 1323.30 feet along the South boundary of Section 34 to the Southwest
corner of Government Lot 6 and being the REAL POINT OF BEGINNING;

THENCE North 00°33'02" East 1205.23 feet along the West boundary of Government Lot 6 to the
Northwest corner thereof;

THENCE continuing North 00°33'02" East 371.94 feet along the West boundary of Government Lot 18,
Section 34 to a point on the rim of the Snake River Canyon;

THENCE along the rim of the Snake River Canyon as follows:



Handwritten text, likely a signature or date, located in the lower-left corner of the photograph. The text is written in a cursive style and appears to read "12/1/84" followed by a signature.



After Recording
Return to:

JoAnn C. Butler
Spink Butler, LLP
P. O. Box 639
Boise, ID 83701

TWIN FALLS COUNTY

Recorded for

PFP, LLC

3:47:22 pm 07-21-2009

2009-016661

No. Pages: 11 Fee: \$ 33.00

KRISTINA GLASCOCK

County Clerk

Deputy: RHITF

ME-325
RECEIVED
JUL 20 2009

BY: _____

FOR RECORDING INFORMATION

CANYON RIM TRAIL EASEMENT AGREEMENT
(Blass Area)

This Canyon Rim Trail Easement Agreement (this "**Agreement**") is made this 21st day of July, 2009, by and between PFP, LLC, an Idaho limited liability company, whose address is 519 W. Front Street, Boise, ID 83702 ("**Declarant**"), and the CITY OF TWIN FALLS, an Idaho municipal corporation, whose address is 321 2nd Avenue East, Twin Falls, ID 83301 ("**City**").

RECITALS

A. Declarant is the owner of fee simple title to that certain parcel of real estate situated in the City of Twin Falls, County of Twin Falls, State of Idaho, commonly known as Pillar Falls Subdivision, and legally described on **Exhibit A** attached hereto and made a part hereof (the "**Property**").

B. The conditions for conditional use approval for Pillar Falls Subdivision include the improvement of the Property with a trail as approved by City. Declarant desires to improve the Property with a trail and landscaping on that portion of the Property legally described on **Exhibit B** attached hereto and made a part hereof (the "**Canyon Rim Trail Parcel**") according to that certain landscape plan attached hereto as **Exhibit C** and made a part hereof (the "**Landscape Plan**").

C. Declarant desires to provide the public with certain easement rights to the Canyon Rim Trail Parcel, all upon the conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Declarant and City hereby agree as follows:

1. City's Easement. Declarant hereby grants to City, its successors and assigns, for the benefit of City and the general public, a perpetual, non-exclusive easement for pedestrian access, public utilities, drainage and irrigation on, over and across the Canyon Rim Trail Parcel. The Canyon Rim Trail Parcel shall be used by the public pursuant to this Agreement solely for bicycle and pedestrian access on, over and across pathway(s) as such pathway(s) are constructed by Declarant on the Canyon Rim Trail Parcel according to the Landscape Plan. Public access by any other vehicle or mechanism, of any kind, motorized or otherwise, shall be prohibited. The foregoing sentence is not intended to and shall not limit use of the Canyon Rim Trail Parcel by: handicapped persons using their normal mode of locomotion; people pushing strollers or using roller blades; or authorized persons using motorized equipment in connection with Emergency Response and or Maintenance of the Canyon Rim Trail Parcel, as defined herein. Declarant shall have the right to construct such other improvements on the Canyon Rim Trail Parcel not inconsistent with the rights granted herein. All such improvements shall thereafter be maintained as provided herein.

2. Other Uses. Declarant and City shall be entitled to use the Canyon Rim Trail Parcel for those uses provided herein and for any other reasonable use so long as such other use or uses does not unreasonably interfere with or obstruct pedestrian access on, over and across the Canyon Rim Trail

Parcel by City and the general public, and such other use or uses does not damage the Canyon Rim Trail Parcel in any manner, normal wear and tear excepted.

3. City Maintenance. City, and its successors and assigns, shall pave, repair, and at all times maintain in good condition and provide maintenance on the Canyon Rim Trail Parcel, which maintenance shall include, without limitation, maintenance, repair and replacement of the paved surface and the subsurface of the Canyon Rim Trail Parcel, as necessary, to maintain the paved areas of the Canyon Rim Trail Parcel in a level, smooth and evenly-covered condition in a manner and with the types of paving and other materials as required by the Landscape Plan and as generally conducted by City in connection with maintenance of park and recreation facilities in City ("**City Maintenance**").

4. Declarant Maintenance. Declarant, and its successors and assigns, shall repair and at all times maintain in good condition and provide maintenance on the Canyon Rim Trail Parcel, which maintenance shall include, without limitation, maintenance, repair and replacement of the landscaped surface and the subsurface of the Canyon Rim Trail Parcel, including the sprinkler systems, as necessary, to maintain the landscaped areas and sprinkler system of the Canyon Rim Trail Parcel in a manner and with the types of grasses, shrubs and other materials as required by the Landscape Plan ("**Declarant Maintenance**"). City Maintenance and Declarant Maintenance are sometimes collectively referred to herein as "**Maintenance**."

5. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens hereof, are perpetual and run with the land, which land is defined as the Property, and are binding upon and inure to the benefit of the respective heirs, assigns, successors, and personal representatives of the parties hereto.

6. Indemnification. Each party shall indemnify, defend and hold harmless the other parties and occupants of the Property from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action of any kind whatsoever for injury to or death of any person or damage to or destruction of any property resulting from the willful misconduct or grossly negligent act or omission of the indemnifying party.

7. Blass Agreement. Declarant's predecessor in interest to the Property, P & L Land Company, LLC, and Todd Blass ("**Blass**") entered into that certain Memorandum of Action recorded in the official records of Twin Falls County, Idaho, on July 3, 2007, as Instrument No. 2007-016289 (the "**Memorandum**"). The Memorandum requires, in part, that the developer of the Property (that is, Declarant) construct a landscape buffer reasonably acceptable to Blass on the Canyon Rim Trail Parcel. Developer agrees to landscape the Canyon Rim Trail Parcel, except for the existing septic drain field as further described below, concurrently with the development of phase 1 of Pillar Falls Subdivision. Blass acknowledges and agrees below that the installation of the landscape as depicted on the Landscape Plan shall satisfy the landscape requirements of the Memorandum and, upon recordation of this Agreement, the landscape provisions of the Memorandum shall be null and void and of no further force or effect.

The Memorandum also requires, in part, that the developer of the Property (that is, Declarant) shall stub utility dry lines to the Blass real property at a location coordinated between Declarant and Blass and that Blass shall relinquish the existing septic drain field and the replacement drain field easement(s) on the Property. Developer agrees to stub dry sewer, water and natural gas utility lines from the Property across the Canyon Rim Trail Parcel to the Blass real property at a location coordinated between Declarant and Blass concurrently with the development of phase 1 of Pillar Falls Subdivision. At such time that public sewer, water and natural gas are available to feed such dry utility lines, Blass, at Blass' sole cost and expense, shall annex into the City of Twin Falls and shall connect to such utilities, disengage the existing septic drain field, extinguish the existing septic drain field and the replacement drain field easements on the Property, and terminate the Memorandum. As soon as practicable thereafter, Declarant shall install landscaping as per the Landscape Plan in the area above the existing septic drain field. Blass and Declarant shall execute, notarize and record any and all documentation deemed reasonably necessary by Declarant to effectuate the provisions of this Section.

8. Miscellaneous Provisions.

- (a) Controlling Law. The construction and enforcement of this Agreement shall be governed by the laws of the State of Idaho.
- (b) Severability. If any provision of this Agreement is found to be invalid the remainder of the provisions of this Agreement shall not be affected thereby.
- (c) Successors. The representations, covenants, undertakings and agreements of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors, and assigns.
- (d) Representation. All parties hereto have either: (i) been represented by separate legal counsel; or (ii) have had the opportunity to be so represented. Thus, in all cases, the language herein shall be construed simply and in accordance with its fair meaning and not strictly for or against a party, regardless of which party prepared or caused the preparation of this Agreement.
- (e) Waiver. Enforcement of the terms of this Agreement shall be at the discretion of each of the parties hereto, and any forbearance by a party hereto to exercise such party's right(s) under this Agreement in the event of any breach of any term of this Agreement by another party shall not be deemed or construed to be a waiver by such party to enforce such party's right(s) hereunder. No delay or omission by a party in the exercise of any right or remedy upon any breach by another party shall impair such right or remedy or be construed as a waiver.
- (f) Captions. The captions in this Agreement have been inserted solely for convenience of reference and are not a part of this Agreement and shall have no effect upon the Agreement's construction or interpretation.
- (g) Prevailing Party. If any party shall default in the full and timely performance of this Agreement and said default is cured with the assistance of an attorney for the other party or parties and before the commencement of a suit thereon, as a part of curing said default, the reasonable attorneys' fees incurred by the other party or parties shall be reimbursed to the other party or parties upon demand. In the event that any party to this Agreement shall file suit or action at law or equity to interpret or enforce this Agreement hereof, the unsuccessful party or parties to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party or parties, including the same with respect to an appeal.
- (h) Force Majeure. The time for performance by a party hereto of any term or provision of this Agreement shall be deferred for a period equal to any delay caused by reason of labor controversy, act of God, fire or other casualty, governmental regulations, refusal or failure of governmental authorities to grant necessary construction permits, or other cause beyond the reasonable control of such party (excluding lack of money); provided such party has from time to time in writing kept the other parties fully advised of such delays and the cause thereof.
- (i) Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties hereto to confer a usable right of enjoyment to each party is carried out.

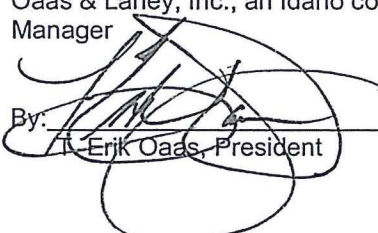
[end of text]

ME.325

IN WITNESS WHEREOF, PFP, LLC has executed this Canyon Rim Trail Easement Agreement the day and year first above written.

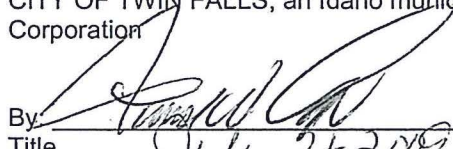
PFP, LLC, an Idaho limited liability company

By: Oaas & Laney, Inc., an Idaho corporation
Its: Manager

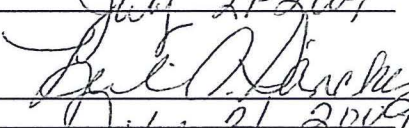
By: 
Erik Oaas, President

IN WITNESS WHEREOF, the City of Twin Falls has executed this Canyon Rim Trail Easement Agreement the day and year first above written.

CITY OF TWIN FALLS, an Idaho municipal Corporation

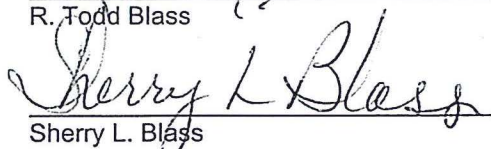
By: 
Title: July 21, 2009

ATTEST:

By: 
Title: July 21, 2009

IN WITNESS WHEREOF, R. Todd Blass and Sherry L. Blass have executed this Canyon Rim Trail Easement Agreement the day and year first above written and solely for the purpose of and in connection with Section 7 above.


R. Todd Blass


Sherry L. Blass

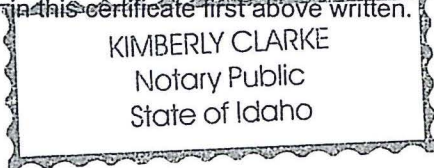
[notary acknowledgments follow]

ME-325

STATE OF IDAHO)
) ss.
County of Ada)

On this 17th day of July, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared T Erik Oaas, known or identified to me to be the President of Oaas & Laney, Inc., the corporation that executed the within and foregoing instrument as the Manager of PFP, LLC, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same on behalf of such limited liability company.

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

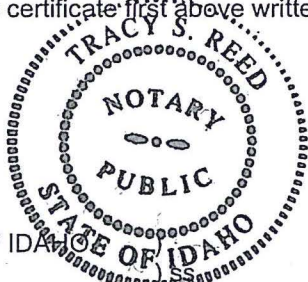


[Signature]
Notary Public for Idaho
Residing at: Meridian, Idaho
My commission expires: 4-13-11

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 21st day of July, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Lance W Clow, known or identified to me to be the Mayor of the CITY OF TWIN FALLS, the municipal corporation that executed the instrument of the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

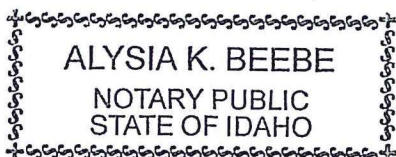


Tracy S. Reed
Notary Public for Idaho
Residing at Twin Falls, ID
My commission expires: 8/23/13

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 16th day of July, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared R. TODD BLASS and SHERRY L. BLASS, known or identified to me to be the persons who signed the within and foregoing document, and acknowledged to me that they executed the same.

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

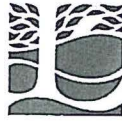


[Signature]
Notary Public for Idaho
Residing at Twin Falls
My commission expires: 2-28-2015

ME.325

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY



THE LAND GROUP, INC.

March 5, 2009
Page 1 of 4

Project No. 08197
Legal Description
PILLAR FALLS SUBDIVISION
Total Boundary
24.91 acres

EXHIBIT A

A tract of land situated in U.S. Government Lots 6 and 18 of Section 34, Township 9 South, Range 17 East, Boise Meridian, City of Twin Falls, Twin Falls County, Idaho, described as follows:

Commencing at a found 5/8-inch steel pin monumenting the Southeast Corner of Section 34 on the centerline of Pole Line Road East, from which a found 5/8-inch steel pin monumenting the North One Quarter of said Section 34 bears North 89°53'00" West a distance of 2,643.96 feet;
Thence following the southerly line of said Section 34 and the centerline of said Pole Line Road East, North 89°53'00" West a distance of 293.90 feet to a found 5/8-inch steel pin being the REAL POINT OF BEGINNING;

Thence continuing North 89°53'00" West a distance of 1,000.76 feet to a found 5/8-inch steel pin;

Thence leaving said southerly line and said centerline, North 00°33'02" East a distance of 1,223.27 feet to a found 5/8-inch steel pin;

Thence North 58°10'10" East a distance of 265.75 feet to a found 5/8-inch steel pin;

Thence North 46°06'27" East a distance of 75.80 feet to a point on the southerly rim of the Snake River Canyon, said point being witnessed by a found 5/8-inch steel pin which bears South 46°06'27" West a distance of 5.49 feet;

Thence following the southerly rim of said Snake River Canyon the following nineteen (19) courses:

1. South 19°26'25" East a distance of 21.90 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 57°01'38" West a distance of 5.14 feet;

Landscape Architecture • Site Planning • Civil Engineering • Golf Course Irrigation & Engineering • Graphic Communication
261 Canyon Crest Drive, Twin Falls, Idaho 83301 P208-733-4041, F208-733-4045 • www.thelandgroupinc.com
C:\C:\AD\2008\08197\Admin\Legals\JL_090112_08197_total boundary.doc

ME.325

March 5, 2009
Page 2 of 4



THE LAND GROUP, INC.

2. South 46°30'19" East a distance of 130.43 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 57°01'10" West a distance of 5.14 feet ;
3. South 19°27'21" East a distance of 26.84 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 49°05'33" West a distance of 5.37 feet;
4. South 62°21'33" East a distance of 33.17 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 45°51'09" West a distance of 5.26 feet;
5. South 25°56'08" East a distance of 110.79 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 70°32'11" West a distance of 5.03 feet;
6. South 12°59'30" East a distance of 79.93 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 77°35'50" West a distance of 5.00 feet;
7. South 11°48'49" East a distance of 126.51 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 62°00'47" West a distance of 5.21 feet;
8. South 44°09'37" East a distance of 47.97 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 51°32'50" West a distance of 5.02 feet;
9. South 32°44'43" East a distance of 98.24 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 44°07'54" West a distance of 5.13 feet;
10. South 58°59'29" East a distance of 73.80 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 40°44'10" West a distance of 5.07 feet;
11. South 39°32'11" East a distance of 52.63 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 21°54'52" West a distance of 5.69 feet;
12. North 83°21'55" East a distance of 125.65 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 03°03'21" West a distance of 5.07 feet;

Landscape Architecture • Site Planning • Civil Engineering • Golf Course Irrigation & Engineering • Graphic Communication
261 Canyon Crest Drive, Twin Falls, Idaho 83301 P208-733-4041, F208-733-4045 • www.thelandgroupinc.com
C:\C:\11\2008\08197\Admin\Legal\11_090112_08197_total boundary.doc

March 5, 2009
Page 3 of 4



THE LAND GROUP, INC.

13. South 77°15'14" East a distance of 41.41 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 16°59'38" West a distance of 5.01 feet;
14. South 68°45'31" East a distance of 124.49 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 43°55'58" West a distance of 5.42 feet;
15. South 23°22'32" East a distance of 86.65 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 56°19'08" West a distance of 5.08 feet;
16. South 43°59'11" East a distance of 104.78 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 42°53'24" West a distance of 5.01 feet;
17. South 50°14'01" East a distance of 82.68 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 43°02'18" West a distance of 5.01 feet;
18. South 43°41'22" East a distance of 71.43 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 07°10'16" West a distance of 6.45 feet;
19. South 43°41'22" East a distance of 12.86 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 01°11'01" East a distance of 7.26 feet;

Thence leaving said southerly rim, South 00°11'01" East a distance of 84.31 feet to a point on said southerly rim, said point being witnessed by a found 5/8-inch steel pin which bears North 01°11'01" West a distance of 6.98 feet;
Thence following said southerly rim the following two courses:

1. South 45°32'53" West a distance of 11.83 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears North 43°37'38" West a distance of 5.00 feet;
2. South 47°51'51" West a distance of 20.58 feet to a set 5/8-inch steel pin;

Thence leaving said southerly rim, North 54°21'15" West a distance of 224.97 feet to a set 5/8-inch steel pin;

ME 325



THE LAND GROUP, INC.

March 5, 2009
Page 4 of 4

Thence South 01°18'58" West a distance of 486.19 feet to the
REAL POINT OF BEGINNING.

The above-described tract of land contains 24.91 acres, more or less.

Prepared By: THE LAND GROUP, INC.
261 CANYON CREST DRIVE
TWIN FALLS, IDAHO 83301
208-733-4041
208-733-4045 (FAX)



Landscape Architecture • Site Planning • Civil Engineering • Golf Course Irrigation & Engineering • Graphic Communication
261 Canyon Crest Drive, Twin Falls, Idaho 83301 P208-733-4041, F208-733-4045 • www.thelandgroupinc.com
(C:\C:\ID\2008\08197\ADMIN\Legals\11_090112_08197_total boundary.doc

ME 325

EXHIBIT B

LEGAL DESCRIPTION OF THE CANYON RIM TRAIL PARCEL



THE LAND GROUP, INC.

July 15, 2009
Page 1 of 1

Project No. 08197
Legal Description
PILLAR FALLS SUBDIVISION
Bike Path Easement
9,155 square feet

EXHIBIT B

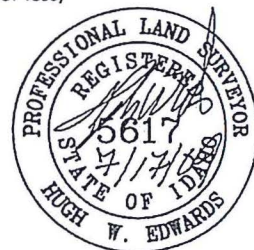
An easement for bike path, public utilities, drainage, and irrigation purposes situated in U.S. Government Lots 6 and 18 of Section 34, Township 9 South, Range 17 East, Boise Meridian, City of Twin Falls, Twin Falls County, Idaho, described as follows:

Commencing at a found 5/8-inch steel pin monumenting the Southeast Corner of Section 34 on the centerline of Pole Line Road East, from which a found 5/8-inch steel pin monumenting the North One Quarter of said Section 34 bears North 89°53'00" West a distance of 2,643.96 feet; Thence following the southerly line of said Section 34 and the centerline of said Pole Line Road East, North 89°53'00" West a distance of 1,294.66 feet to a point; Thence leaving said southerly line and said centerline, North 00°33'02" East a distance of 1,187.75 feet the POINT OF BEGINNING of said easement.

Thence continuing North 00°33'02" East a distance of 35.52 feet to a point;
Thence North 58°10'10" East a distance of 265.75 feet to a point;
Thence North 46°06'27" East a distance of 39.74 feet to a point;
Thence South 34°12'58" East a distance of 39.23 feet to a point;
Thence 36.65 feet following the arc of a non tangent curve to the left, said curve having a radius of 35.00 feet, a central angle of 60°00'00", a chord bearing of South 74°35'55" West and a chord distance of 35.00 feet to a point;
Thence South 47°28'33" West a distance of 48.57 feet to a point;
Thence South 58°10'10" West a distance of 243.97 feet to the POINT OF BEGINNING.

The above-described tract of land contains 9,155 square feet, or 0.21 acres, more or less, subject to any existing easements or rights-of-way.

Prepared By: THE LAND GROUP, INC.
261 CANYON CREST DRIVE
TWIN FALLS, IDAHO 83301
208-733-4041
208-733-4045 (FAX)



Landscape Architecture • Site Planning • Civil Engineering • Golf Course Irrigation & Engineering • Graphic Communication
261 Canyon Crest Drive, Twin Falls, Idaho 83301 P208-733-4041, F208-733-4045 • www.thelandgroupinc.com
C:\C:\ID\2008\08197\Admin\Legals\11_090715_08197_bike path.doc



Twin Falls Planning & Zoning Commission Minutes

Tuesday, October 8, 2024, 6:00 PM

203 Main Ave East
Twin Falls, ID 83301

COUNCIL CHAMBERS

Members -

City Limits: Chairperson Danielle Titus; Vice-Chair Cortney Campbell; Todd Rambur; Robyn Weatherford; Kelly Herrgesell; Tiffany Zimmerman

Area of Impact: Susan Petruzzelli

1) Confirmation of Quorum/Call Meeting to Order

Chairperson Titus called the meeting to order at 06:00 PM

Members Attending: Titus, Rambur, Weatherford, Zimmerman

Staff Attending: Spendlove, Klaver, Ebersole, Green, Schuerman

2) Conflict of Interest Declaration

3) Consent Calendar

- a) Approval of minutes from the following meeting: September 24, 2024

Commissioner Zimmerman made a motion to approve the consent calendar, as presented.

Commissioner Rambur seconded the motion.

4) Items of Consideration

- a) Request for the consideration of the Preliminary Plat for Haven Rock Subdivision, consisting of 214 lots on 24.39 acres located at 761 Filer Avenue West. c/o Rex Harding on behalf of Ray Perron. (PZ24-0055).

Staff Presentation:

Senior Planner Klaver presented the request for the consideration of the Preliminary Plat for Haven Rock Subdivision, consisting of 214 lots on 24.39 acres located at 761 Filer Avenue West. c/o Rex Harding on behalf of Ray Perron. (PZ24-0055).

Per City Code 10-12-2-3: The Commission shall review the preliminary plat. The Commission's decision is final unless appealed to the City Council. The final plat is reviewed by the City Council.

Commission's Findings: In determining the acceptance of a proposed subdivision the Commission shall consider the objectives of this Title and at least the following:

1. The conformance of the subdivision with a Comprehensive Plan.
2. The availability of public services to accommodate the proposed development.
3. The continuity of the proposed development with the capital improvement program.
4. The public financial capability of supporting services for the proposed development; and
5. The other health, safety or environmental problems that may be brought to the Commission's attention.

Action On Preliminary Plat: The Commission may approve, conditionally approve, disapprove, or table for additional information when acting on the preliminary plat.

The last official Plat done on this parcel was the Orchalara Subdivision and was done in 1908. Since then, Lots 4,5, & 6 have been broken up. November 11, 2023 the Martin Street Development Zoning District Agreement was adopted for this proposed area.

Staff has reviewed the preliminary plat based on the proposed development plan, the zoning regulations and comprehensive plan and finds that the preliminary plat is within compliance should the applicant conform to Staff's recommended conditions.

Upon conclusion, this preliminary plat complies with the standards as outlined in the City's General Subdivision Provision of Title 10, Chapter 12, Section 3, all regulations regarding R-4 zoning development standards, and the 2016 comprehensive plan. All general criteria for approval have been met, per State Statute 50 - Chapter 13.

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

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards;
2. Subject to submittal of a preliminary plat submitted, prior to final plat submittal, showing compliance with all conditions and comments in Engineering Memorandum dated July 8, 2024; and
3. Subject to landscape plan submitted, prior to final plat submittal, showing compliance with all conditions and comments in Parks and Recreation Memorandum dated August 19, 2024.

PZ/Questions & Comments:

- Commissioner Rambur asked if was it approved to the east for multifamily.
- Senior Planner Klaver clarified what was approved and that there were no significant changes.
- Commissioner Rambur asked if it was supposed to start in the south end and move north.
- Chairperson Titus asked to clarify any existing roads and if there are any new roads.
- Senior Planner Klaver explained which ones were existing roads and where the new roads will be.
- Commissioner Rambur asked if the roundabout and Martin St exchange were already approved.
- Senior Planner Klaver stated they were part of the condition of the ZDA.
- Commissioner Rambur asked about the canal.
- Senior Planner Klaver stated all water rights will be preserved.
- Director Spendlove stated the phases were not conditions but were discussed.

Applicant Presentation:

Rex Harding corrected the number of single 112 total of 256 units. They are working with the city on the roundabout and Martin Street. The internal streets will be public streets. The south-east area is being worked on and they might go together on water.

PZ/Questions & Comments:

- Commissioner Rambur asked if they have had any dialogue with the neighbors.
- Rex Harding replied that they have talked with one and she wanted to make sure she has access to the water.
- Commissioner Rambur asked about the house to the west.
- Rex Harding stated they have not since the ZDA was approved.

Public Hearing: Opened

- Gerald McNabb asked what is the city going to do with the abandoned property and how are they going to get access to water with the roundabout.

Public Hearing: Closed

- Senior Planner Klaver explained that the roads and roundabout are still being designed and the access for others is always considered.
- Chairperson Titus asked if the city has certain roadways and accesses do they have to have a certain distance from the intersection.
- Senior Planner Klaver replied that they do have standards but he does not have specifics.
- Gary Perron is an applicant and answered the questions about the phasing.

Discussions Followed:

- Commissioner Rambur is in favor of the 50' setback. He feels this fits the comprehensive plan with multifamily close.
- Commissioner Weatherford feels this fits and likes it.

MOTION: Commissioner Rambur moved to approve the request for the consideration of the Preliminary Plat for Haven Rock Subdivision, consisting of 214 lots on 24.39 acres located at 761 Filer Avenue West. c/o Rex Harding on behalf of Ray Perron. (PZ24-0055). Commissioner Weatherford seconded the motion. Roll call vote showed all members present voted.

Approved 4 to 0.

5) Public Hearings

- a) Request for a Special Use Permit for a home occupation (dog grooming) on property located at 782 Bighorn Dr. c/o Stephanie Fort-Baliola (PZ24-0093).

Staff Presentation:

City Planner Ebersole presented the request for a Special Use Permit for a home occupation (dog grooming) on property located at 782 Bighorn Dr. c/o Stephanie Fort-Baliola (PZ24-0093). Per City Code 10-13-2-2 The Special Use Permit process requires a public hearing in which interested persons have the opportunity to be heard, with regards to the application.

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

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

The property is zoned R-2, Residential Single Household or Duplex District and located in the Twin Falls Grandview Estates Subdivision. Per city code, a Home Occupation requires a Special Use Permit in the R-2 zoning district.

According to County Records, the house was built in 2018. Records show the base square footage is 2,740 square feet. According to the narrative and site plan, the applicant will be using one room of the home for the grooming business (144 square feet), meeting the size restriction for a "home occupation" of 400 square feet.

The applicant stated in their narrative that the business will service one dog at a time, with an estimate of five (5) dogs per day. This business will be a sole proprietorship, with no other employees.

Hours of operation are Monday – Thursday, 8:00 am to 5:00 pm. Clients will drop off their dog at their scheduled appointment time and be expected to pick up within 30 minutes of completion. There is accessible customer parking in the driveway and in front of the home.

The surrounding properties are primarily residential. Per their narrative, the applicant has stated there will be minimum impact to the surrounding properties due to noise, as all work will happen indoors, and no impact due to glare, odor, and fumes. The applicant has stated any dog waste will be picked up immediately and disposed of properly.

Per City Code 10-10-2, off-street paved parking is required for a home occupation. The property has a paved driveway with two available spaces for customer drop off and pick up. The street frontage may also be used by customers.

The 2016 Comprehensive Plan; "Grow With Us" designates this area as appropriate for "Town Neighborhood", which is primarily residential in character, lot sizes are smaller than found in Rural Residential, with contiguous, and clustered development to maximize open space and community gathering areas. This designation consists of single-family homes, attached and detached, duplexes, triplexes, and townhomes, parks and recreation facilities, schools, and Civic facilities.

Staff has determined the proposed use is compatible with the comprehensive plan.

Based on the standards for approval, staff does not foresee detrimental impacts related to the land use.

The commission is tasked with making a ruling on the request. The commission may approve the request, as presented, approve the request with added conditions, deny the request, or table for further information. Approval of this zoning request does not preclude the applicant from obtaining the required permits and/or licenses needed to complete the project.

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

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

Applicant Presentation:

Stephanie Fort-Baliola has been a groomer for 7 years. Her clients are established and will follow her to her new business. She can change hours if needed. Everything is indoors. She has a company that comes once a week to clean outside.

Public Hearing: Opened

- Greg Fulton spoke and was concerned about traffic in the future. He asked about the homeowners association and if they have been contacted because CC&R's don't allow a home business.
- Chairperson Titus spoke that HOA and CC&R's are not enforced by the city.
- Stephanie Fort-Baliola stated the traffic won't change and she did talk to the HOA.
- Chairperson Titus asked if employees can be added.
- Director Spendlove answered no.

Public Hearing: Closed

Discussions Followed:

- Commissioner Rambur feels this is appropriate with town neighborhood.
- Commissioner Zimmerman asked if complaints happen can they revoke the permit.
- City Planner Ebersole replied that yes they can.

MOTION: Commissioner Weatherford moved to approve the request for a Special Use Permit for a home occupation (dog grooming) on property located at 782 Bighorn Dr. c/o Stephanie Fort-Baliola (PZ24-0093). Commissioner Rambur seconded the motion. Roll call vote showed all members present voted.

Approved 4 to 0.

- b) Request for a recommendation to City Council to approve a Zoning District Change from R-6 to C-1 on property located on the south side of the 1900 block of 4th Avenue East. c/o Ajia, LLC on behalf of Perrine Investments, LLC (PZ24-0094).

Staff Presentation:

City Planner Ebersole presented the request for a recommendation to City Council to approve a Zoning District Change from R-6 to C-1 on property located on the south side of the 1900 block of 4th Avenue East. c/o Ajia, LLC on behalf of Perrine Investments, LLC (PZ24-0094).

Per City Code 10-14-4 thru 10-14-7

Zoning districts, zoning subdistricts, and overlay districts shall be amended if the request is in accordance with a comprehensive plan. The commission may recommend, and the council may adopt or reject the ordinance amendment under the notice and hearing procedures. The commission, prior to recommending a zoning map amendment that is in accordance with a comprehensive plan to the council, shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard.

The commission shall transmit its recommendation to the council. The commission may recommend that the amendment be granted as requested, or it may recommend a modification of the amendment requested, or it may recommend that the amendment be denied. The commission shall ensure that any favorable recommendations for amendments are in accordance with a

comprehensive plan and established goals and objectives.

The council, prior to adopting, revising or rejecting the amendment to this title as recommended by the commission, shall conduct at least one public hearing using the same notice and hearing procedures as the commission.

The property is currently zoned R-6, Multi-Family Residential. This property is vacant and has never been developed per County records.

This property is located in the Twin Falls Acres Inside, and consists of approximately 6.39 acres.

The property is located between Manufacturing and Residential zones.

The applicant has proposed to rezone this property to C-1, Commercial Highway District, to be developed for commercial uses.

City Staff finds the result of this change may create an area that will serve the current development, both residential and manufacturing/businesses.

The potential detrimental impacts on surrounding areas will be largely due to the location of the flood plain, with the canal running through the eastern portion of the property. The applicant will need to have the project surveyed to determine how much of the property is located in the flood plain, and work with the Twin Falls Canal Company during the construction phase of the project to determine appropriate setbacks.

The potential impact of changing the zoning density may pose some problems with land use compatibility for the neighbors to the North and West. The commission should take this into consideration and determine if the uses are compatible.

The Comprehensive Plan designates this area as "Town Neighborhood", which is primarily residential in character. The Future Land Use map shows a small portion designated as "commercial". This line of distinction should be viewed as "fuzzy," allowing the Commission to interpret which designation is most appropriate. With this property's location between a Light Manufacturing zone and residential (multi-family), the Commercial Highway District may make a transitional zone between the two. As this property has never been developed, commercial businesses in this area are a good use of the property, as it may serve the surrounding business and residential communities.

Staff has determined this request is compatible with the 2016 Grow with Us Comprehensive Plan.

This specific project accomplishes a number of goals found in the Comprehensive Plan:

- Land Use Goal 3: Encourage mixed use developments that provide the benefits of more compact, denser development with a mix of living, shopping, and working environments.
- Land Use Goal 5: Create great neighborhoods with a wider range of housing types, mix of uses and amenities.

The Commission is asked to make a recommendation to the City Council on this request. The commission may recommend that the amendment be granted as requested, modify the request, add conditions to the amendment request, or it may recommend that the amendment be denied.

PZ/Questions & Comments:

- Chairperson Titus asked if C-1 has side and rear setbacks are there any with residential.
- City Planner Ebersole replied there are when next to residential.
- Commissioner Rambur asked if when they decide what they are building will that come back to the city.
- City Planner Ebersole replied that it comes for building review as long as it's permitted.

Applicant Presentation:

Ben Lida from Ajia stated they have no plans for development and they want open options.

Public Hearing: Opened and closed with no public input

Discussions Followed:

- Commissioner Rambur feels this is compatible with comprehensive plan.
- Commissioner Weatherford feels this fits with the surrounding area.
- Commissioner Zimmerman would like in addition to the setback more landscaping.

MOTION: Commissioner Weatherford moved to approve the request for a recommendation to City Council to approve a Zoning District Change from R-6 to C-1 on property located on the south side of the 190 block of 4th Avenue East. c/o Ajia, LLC on behalf of Perrine Investments, LLC (PZ24-0094). Commissioner Zimmerman seconded the motion. Roll call vote showed all members present voted.

Approved 4 to 0.

- c) Request for a recommendation to City Council to approve a Zoning District Change from C-1 PUD to C-1 on property located on the north side of the 2000 block of Pole Line Road East (Entirety of Pillar Falls Plaza Subdivision). c/o Greg Elmore on behalf of Dirk Reitsma (PZ24-0095).

Staff Presentation:

Senior Planner Klaver presented the request for a recommendation to City Council to approve a Zoning District Change from C-1 PUD to C-1 on property located on the north side of the 2000 block of Pole Line Road East (Entirety of Pillar Falls Plaza Subdivision). c/o Greg Elmore on behalf of Dirk Reitsma (PZ24-0095).

Zoning districts, zoning subdistricts and overlay districts shall be amended in the following manner:

- A. Requests for an amendment to this title shall be submitted to the commission which shall evaluate the request to determine the extent and nature of the amendment requested;
- B. If the request is in accordance with a comprehensive plan, the commission may recommend and the council may adopt or reject the ordinance amendment under the notice and hearing procedures as herein provided; and (Ord. 2012, 7-6-1981)
- C. If the request is not in accordance with a comprehensive plan, the request shall be submitted to the commission or, in its absence, the council which shall recommend and the council may adopt or reject an amendment to a comprehensive plan under the notice and hearing procedures provided in section 10-7-20 of this title.

Zoning Map Amendment: The commission, prior to recommending a zoning map amendment that

is in accordance with a comprehensive plan to the council, shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard. Notice for public hearings shall be provided as set forth in section 10-7-20 of this title.

In June 2009, the subject area had a Planned Unit Development (PUD) created called "Pillar Falls Plaza PUD". This PUD called for Townhomes on the North portion, Hotel on the Northwest portion, and the Neighborhood shopping / professional center on the South portion of the property.

In August 2018, a final plat, Pillar Falls Plaza PUD, was recorded with the county. These lots have been in a trust with the City of Twin Falls ever since due to construction of the subdivision infrastructure not being complete.

Current Entitlements on the Property (C-1 CRO PUD, Pillar Falls Plaza):

1. A master sign plan is required.
2. A master landscape plan is required. Increased of landscape buffer between uses
3. Architectural requirements
4. The Pillar Falls Plaza PUD primarily points to base zoning districts as their intended design.
 - o The residential areas point to R-6 with little to no modification of standards.
 - o The hotel area points to C-1 zoning district, but modifies the height to thirty-five (35') feet and restricts the allowed uses to hotel and sit down restaurant.
 - o The neighborhood commercial area points to the NCO district.

Proposed Entitlements on Property (C-1 CRO):

1. Signs to follow Twin Falls Municipal Code 10-9.
2. No master plan is required. Standards follow Title 10 of Twin Falls Municipal Code.
3. No Architectural requirements
4. Zoning will follow C-1 standards for entire area.
 - o Height: The property is in the Canyon Rim Overlay. This means height requirement is as follows: Twenty-five feet (25') in height measured at fifty linear feet (50') from the canyon rim and rising evenly to thirty-five feet (35') in height measured at one hundred linear feet (100') from the canyon rim, and thereafter rising evenly to fifty feet (50') in height measured at one hundred fifty linear feet (150') from the canyon rim.
 - o No master plan requirement

Comprehensive Plan:

2016 Future Land Use map designates this area as Mixed Use. The Mixed Use designation calls for development that serves local and regional commercial facilities that are sited at intersections of major arterials. Typically, this designation or area is anchored by a grocery store, civic or entertainment uses. The comprehensive plan calls for a land use mixture such as retail, office, restaurants, vertical mixed use, town homes, apartments, hotels, etc.

Upon conclusion, the commission is tasked with making a recommendation to the City Council on the zoning designation being requested by the applicant. The commission may recommend the proposed zone change from C-1 PUD to C-1, recommend the C-1 PUD zoning be maintained, recommend an alternative zoning designation, or table the request to acquire new information.

PZ/Questions & Comments:

- Chairperson Titus asked if the rest of the PUD stays.
- Senior Planner Klaver replied that this would dissolve the whole PUD.

- Commissioner Weatherford asked about the infrastructure.
- Senior Planner Klaver explained the infrastructure is roads, sewer and water.

Applicant Presentation:

Greg Elmore explained that they have been working on this with city staff for a while. They are wanting to remove the PUD to allow them more freedom to develop. He stated they will have to adjust the lots to accommodate what they would like to do. He explained that they do not want to do anything that is not allowed in the C-1 zone. They do not have set plans, they are just trying to make this property make sense to build on.

PZ/Questions & Comments:

- Chairperson Titus asked staff if they know the zoning in the county for the surrounding areas.
- Director Spendlove replied that SUI (suburban urban interface) is the zone they use.
- Chairperson Titus asked if PUD's were required along the canyon rim.
- Director Spendlove stated that it used to be but was changed. There are still landscape and height requirements.

Public Hearing: Opened

- Cathryn Strong stated her only concern is a gas station with a lot of lights.
- Nick Kirchner owns property near and has concerns with things that might block views and a few things that will be put there.
- Rick Geisler wants to know why a gas station would go there and why change the zoning to allow this. He stated the neighbors were there first.
- Gary Perron was involved in the start of this project. He feels the C-1 zone is appropriate.
- Tyler Elison talked about the property to the south. He owns property in the south property with a C-1 PUD that has the same limitations and doesn't like that a specific area in the PUD changed the zone to change the height restrictions and feels this property is wanting to do the same.

Greg Elmor clarified that they are keeping the zone but removing the PUD. They will follow the required setback from the rim. A lift station will need to be put in and they will have to put that in.

Public Hearing: Closed

Discussions Followed:

- Commissioner Rambur asked what the height restriction difference is.
- Senior Planner Klaver explained that the C-1 PUD limits it to 35' across the whole property. The C-1 has different options depending how far away you are from the rim. Can go up to 50'.
- Commissioner Rambur asked how far the south portion of the lot to the rim is.
- Director Spendlove responded that the east edge is 600' from Pole to the canyon rim.
- Commissioner Zimmerman asked if the use of a building can change.
- Director Spendlove explained that the ZDA locks in what can go where.
- Chairperson Titus feels like the intent behind the original was an attempt to buffer.

- Commissioner Rambur doesn't like the C-1 zone for the whole lot.
- Chairperson Titus likes the look of what was presented with different zones.
- Commissioner Zimmerman feels that they should keep the zones as presented on the original Master Plan keeping the base zone for the north R-6, the east side C-1 and the south C-1 with a NCO overlay and removing the ZDA. She doesn't think the lines need to be moved.

MOTION: Commissioner Zimmerman moved to approve the request for a recommendation to City Council to approve a Zoning District Change from C-1 PUD to R-6 on the north side, C-1 on the east side and C-1 NCO on the south side on property located on the north side of the 2000 block of Pole Line Road East (Entirety of Pillar Falls Paza Subdivision) c/o Greg Elmore on behalf of Dirk Reitsma (PZ24-0095). Commissioner Rambur seconded the motion. Roll call vote showed all members present voted.

Approved 4 to 0.

- d) Request for a recommendation to City Council on the appropriate zoning designation for a proposed annexation of approximately 9.58 acres on the south side of the 300 block of Diamond Ave W. c/o Gary Palmer (PZ24-0097) - RESCHEDULED TO NOVEMBER 19, 2024

6) Upcoming Meeting(s)

- a) October 22, 2024

7) Adjournment

The meeting adjourned at 08:11 PM

Jody Green

Jody Green, Planning Technician