



Twin Falls City Council Agenda

Monday, November 17, 2025, 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:** Native American Heritage Recognition Month
- 4) Consent Calendar
 - a) **ACTION ITEM:** Request to approve City Council 2025 November 3, minutes.
By: Rachael Long, Deputy City Clerk
 - b) **ACTION ITEM:** Request to approve Accounts payable Oct 30-Nov 5, 2025.
By: Rachael Long, Deputy City Clerk
 - c) **ACTION ITEM:** Request to approve airport ground lease termination agreements with Reeder Flying Service and Reeder Airport Properties and approve new lease agreements with Reeder Jet Center, and Reeder Flying Service.
By: Bill Carberry, Airport Manager
 - d) **ACTION ITEM:** Request to approve an airport Assignment of Ground Lease Agreement from the Estate of Gary Wolverton Sr. to Gary Wolverton Jr.
By: Bill Carberry, Airport Manager
 - e) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing **Two Creeks No. 1 at the Preserve** public infrastructure for a future subdivision.
By: Troy Vitek, City Engineer
 - f) **ACTION ITEM:** Consideration of a request to accept public right-of-way.
By: Troy Vitek, City Engineer
 - g) **ACTION ITEM:** Authorization for payment of the fiscal year 2026 Traveler's Insurance premium.
By: Kristen Kohntopp, Human Resources Director
- 5) Items of Consideration
 - a) **PRESENTATION:** MVMPO and Long-Range Planning Update By:
Nathan Jerke, Magic Valley MPO Executive Director
 - b) **ACTION ITEM:** Request for Council to consider authorizing the use of Water Reserves in the amount of \$2,980,000 for the Well #5 project and award the construction contract to Suburban Construction in the amount of \$2,395,826.
By: Trenton Essex, Staff Engineer
 - c) **ACTION ITEM:** Request to enter negotiations with Starr Corp. for CM/GC services for the expansion of the animal shelter.
By: Mandi Thompson, Assistant to the City Manager
 - d) **ACTION ITEM:** Consider a request to approve a Concession Agreement with Travis Hofland Golf, LLC to operate and manage the Twin Falls Golf Club and authorize the Mayor to sign the Agreement.
By: Wendy Davis, Parks and Recreation Director
 - e) **ACTION ITEM:** A request to amend City Code 6-2-7 with the addition of subsection B by adopting Ordinance No. 2025-026.
By: Nicole Swafford, Deputy Prosecuting Attorney

- f) **ACTION ITEM:** Consider a request to adopt Ordinance 0-2025-027 amending City Code Title 8, Chapter 3 regarding Public Parks

By: Wendy Davis, Parks and Recreation Director

6) General Public Input

7) Advisory Board Report/Announcements

8) Public Hearings

- a) **ACTION ITEM:** Request to vacate a plated waterline easement within the Sun West Subdivision No. 2; located at 1594 Sun West Way. c/o EHM Engineers, Inc on behalf of MW Idaho Properties LLC (PZ25-0110).

By: Lisa Strickland, City Planner

9) Adjournment

Any person needing special accommodation to participate in the above-noticed meeting could contact Josh Palmer (208) 735-7312 at least two working days before the meeting. Si Desae Esta information in Español, Por favor llama a Josh Palmer al telephone (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, they 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 should 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 is the request 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.
 - The written comments, including e-mail, received by 12:00 p.m. on the date of the hearing should be either read into the record or displayed to the public on the overhead projector.
8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. Responses shall be limited to answering the questions asked. The Mayor or Chairman may limit the time permitted for the answer.
10. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning & Zoning Commission shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicants 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 of the
City of Twin Falls*

Proclamation

*Daughters of the American Revolution
American Indians Committee
National American Indian Heritage Month*

WHEREAS: the history and culture of our great nation have been significantly influenced by American Indians and indigenous people; and

WHEREAS: the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today, and

WHEREAS: their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

WHEREAS: Native American Awareness week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November, as National American Indian Heritage Month; and

WHEREAS: in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational, and historical activities have been planned;

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

National American Indian Heritage Month

*In witness whereof we have hereunto set our
hand and caused this seal to be affixed this*

*Ruth Pierce, Mayor
City of Twin Falls*

*Amy Luna
Deputy City Clerk*



Twin Falls City Council Minutes

Monday, November 3, 2025, 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, Christopher Reid, Spencer Cutler, Cherie Vollmer & Grayson Stone.

Absent:

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Gretchen Scott, City Attorney Bruce Castleton, Deputy City Clerk Rachael Long, Public Works Director Josh Baird, Assistant Public Works Director Erin Steel, City Engineer Lee Glaesemann, Planning and Zoning Director Jonathan Spendlove, Network Administrator Dee Davidson, Police Chief Matt Hicks, Streets Superintendent Mark Thomson

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) Invocation

a) Chuck Swoboda, Twin Falls Reformed Church.

Mayor Pierce thanked Chuck Swoboda for the invocation.

4) Consent Calendar

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

- a) Request to approve City Council October 27, 2025, minutes.
- b) Request to approve Accounts Payable for October 23-29, 2025.
- c) Consideration of a request to accept public right-of-way
- d) Request to approve the Findings of Facts and Conclusions of Law for the following:
PZ25-0104 - Vacation
PZ25-0131 - Final Plat
- e) Request City Council to approve the Special Event Permit for the organizers of the Veterans Day Celebration.

5) Items of Consideration

- a) Swearing in of Deputy Prosecuting Attorney - Meghan Godfrey
City Attorney Castleton requested the swearing in of Deputy Prosecuting Attorney Meghan Godfrey.

Mayor Pierce administered the oath of office.

- b) Twin Falls Gun Club pathway project update.
Assistant Public Works Director Steel gave a presentation on the updates for the Twin Falls Gun Club pathway project.

Mayor Pierce thanked Erin Steel for his presentation.

- c) Request for the Council to Authorize the City Engineer to sign a change order for the Hankins Pump Station to install an additional pump contingent on receiving payment for the pump from the developer.

Assistant City Engineer Glaesemann requested the Council to authorize the City Engineer to sign a change order for the Hankins Pump Station to install an additional pump contingent on receiving payment for the pump from the developer.

Discussion ensued on the following:

Mayor Pierce asked what the time frame would be for it to be done.

MOTION: Council Member Vice Mayor Brown moved to approve the request to authorize the City Engineer to sign a change order for the Hankins Pump Station to install an additional pump contingent on receiving payment for the pump from the developer. **Council Member Reid** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- d) Request to adopt ordinance O-2025-024 for Annexation on property located at 2521 Stadium Blvd.

Planning and Zoning Director Spendlove requested to adopt ordinance O-2025-024 for annexation on property located at 2521 Stadium Blvd.

Discussion ensued on the following: none

MOTION: Council Member Reid made a motion to dispense with reading the rules and put Ordinance #O-2025-024 on the third and final reading by title only. **Council Member Vice Mayor Brown** seconded the motion. The Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

Mayor Pierce read Ordinance #O-2025-024 by title only.

Discussion ensued on the following: none

MOTION: Council Member Reid moved to approve the request to adopt ordinance O-2025-024 for Annexation on property located at 2521 Stadium Blvd. **Vice Mayor Brown** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

6) General Public Input

7) Advisory Board Report/Announcements

Chris Reid stated that there will be a meeting at the Airport tomorrow at noon.

Grayson Stone reminded everyone to please get out and vote.

Jason Brown echoed, getting out to vote tomorrow.

Travis Rothweiler: the City will be closed on the 11th for Veterans Day. The second week of December we will be working on Strategic planning so please look at your calendars.

8) Adjournment

The meeting adjourned at 05:23 PM

Rachael Long, 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)



Date: Monday November 17, 2025
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Consent Calendar

Request: Request to approve airport ground lease termination agreements with Reeder Flying Service and Reeder Airport Properties and approve new lease agreements with Reeder Jet Center, and Reeder Flying Service.

Background: The airport has been working with Reeder Flying Service and Reeder Airport Properties to develop ground lease termination agreements due to their desire to transfer and divide the ground parcels between sister companies, Reeder Flying Service and Reeder Jet Center. In conjunction with the termination agreements new individual commercial ground leases with Reeder Flying Service and Reeder Jet Center have been drafted for approval.

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

Budget Impact: The approvals will allow the airport to terminate the existing agreement for the parcels, divide same parcels, and, under two new leases, receive the ground rent between the two companies collectively.

Regulatory Impact: These agreements, developed by the City Attorney, allow the airport to end one lease and issue two new lease agreements.

Conclusion: Staff recommend that the City Council approve the request for an airport ground lease termination agreement with Reeder Flying Service and Reeder Airport Properties and approve new lease agreements with Reeder Jet Center, and Reeder Flying Service and authorize the mayor to sign the agreements.

Attachments: Airport Ground Lease Agreements

TERMINATION OF AIRPORT LEASE AGREEMENT

THIS AGREEMENT is made effective October 1, 2025, by and between the **CITY OF TWIN FALLS, IDAHO**, and hereinafter referred to as “Lessor,” and **REEDER AIRPORT PROPERTIES, LLC.**, hereinafter referred to as “Lessee.”

WHEREAS, the parties hereto entered into an Airport Lease Agreement (“Lease”) effective July 8, 2013.

WHEREAS, Lessee has requested that the lease agreement be terminated, and a new lease issued to Reeder Flying Service, Inc., for the Premises Blk 6 Lot 2 consisting of 2,960 square feet.

NOW THEREFORE, the parties agree as follows:

1. The Airport Lease Agreement effective July 8, 2013, and any amendments thereto, is terminated effective October 1, 2025.
2. In consideration for the issuance of a new lease to Reeder Flying Service, Inc for the Premises effective October 1, 2025, Lessees warrant and affirm that Lessee are in compliance with all terms of the existing lease.

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

LESSOR:

CITY OR TWIN FALLS, IDAHO a Municipal Corporation,

RUTH PIERCE, MAYOR

Date:

LESSEE:

REEDER FLYING SERVICE, INC.

Date:

JACK HUNSAKER, PRESIDENT

TERMINATION OF AIRPORT LEASE AGREEMENT

THIS AGREEMENT is made effective October 1, 2025, by and between the **CITY OF TWIN FALLS, IDAHO**, and hereinafter referred to as "Lessor," and **REEDER FLYING SERVICE, INC.**, hereinafter referred to as "Lessee."

WHEREAS, the parties hereto entered into an Airport Lease Agreement ("Lease") effective October 1, 2021. Lessee now desires to divide the premises between two separate companies.

WHEREAS, Lessee has requested that the lease agreement be terminated, and a new lease issued to Reeder Jet Center, Inc, 644 Airport Loop, effective October 1, 2025, for the following Premises: See Exhibit A.

FURTHERMORE, Lessee has requested that the lease agreement be terminated, and a new lease issued to Reeder Flying Services, Inc, 308 Airport Loop, effective October 1, 2025, for the following Premises: See Exhibit B.

NOW THEREFORE, the parties agree as follows:

1. The Airport Lease Agreement effective October 1, 2021, and any amendments thereto, is terminated effective October 1, 2025.
2. In consideration for the issuance of a new lease to Reeder Jet Center, Inc. and Reeder Flying Service, Inc. for the Premises effective October 1, 2025, Lessees warrant and affirm that Lessees are in compliance with all terms of the existing lease.

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

LESSOR:

CITY OF TWIN FALLS, IDAHO a Municipal Corporation,

RUTH PIERCE, MAYOR

Date: _____

LESSEE:

JACK HUNSAKER, PRESIDENT

Date: _____

Exhibit A

Reeder Jet Center, INC

Block Number	Lot Number	Square Footage	Remarks
1	1	22,335	Main FBO Terminal
1	2	8,717	Hangars
1	6	4,359	Hangars
2	3	6,558	Fuel Truck Parking
9	3	12,355	Fuel Farm
6	8	4,800	Aero Equip Storage
10	1	1,341	Self-Fueling
10	3	286	MoGas Tank Northwest corner of lot 26ft x 11ft
Total Sq Ft		60,751	

Exhibit B

Reeder Flying Service, INC

Block Number	Lot Number	Square Footage	Remarks
10	2	16,500	Hangar/Ground
10	3	16,214	Hangar/Ground
6	4	4,080	Ground
6	2	2,960	Hangar/Ground (Reeder Properties Transfer 100125)

Total Sq Ft	39,754
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AIRPORT GROUND LEASE AGREEMENT- COMMERCIAL USE

THIS AIRPORT LEASE AGREEMENT ("Lease") is made effective the ____ day of _____ 2025, by and between the **CITY OF TWIN FALLS, IDAHO**, hereinafter referred to as "Lessors", and REEDER JET CENTER, INC, hereinafter referred to as "Lessee".

The parties hereto agree as follows:

1. Description of Property. In consideration of the rental payments specified below, the Lessor hereby leases to the Lessee the below-described property, hereinafter called the "Premises" consisting of 60,751 square feet at Joslin Field, Magic Valley Regional Airport ("Airport"), as depicted on Exhibit A attached hereto.

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

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

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

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

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

5. Term of Lease. The initial term of this Lease shall commence on the first day of October 2025, and end on the 30th day of September, 2050. At the expiration of the initial term, Lessee may extend this Lease for one (1) additional fifteen (15) year term on such terms and conditions as the parties may agree, after giving written notice to the Lessor three hundred sixty-five (365) days prior to the expiration of the initial term. If no agreement is reached as to terms and conditions prior to the expiration of the initial term, this Lease shall terminate as provided herein.

In the event Lessee shall continue to occupy the leased Premises beyond the initial term of the Lease or any extension thereof and/or the parties are unable to agree as to the terms and conditions of any renewal, continued occupancy of the Premises by Lessee shall not constitute a renewal or

extension of the Lease, but shall create a tenancy from month to month on the same terms and conditions of the expired initial term, which tenancy may be terminated at any time by Lessor giving thirty (30) days written notice to Lessee.

6. Rent.

(a) Rental for the period October 1, 2025, through September 30, 2026, shall be at the rate of \$.2035 per sq. ft. for an annual amount of \$12,393.20

(b) **Rent Escalation.** The parties agree that rent for the Premises shall be subject to escalation on October 1 of each year following the commencement of this Lease. For purposes of determining future rents, the base rent payment effective October 1, 2025, shall be \$.204 per square foot per year (Annual index base period for 2003 of 184.0=100). The annual change in the rent payment shall be directly proportional to the percent change in the Annual Consumer Price Index (CPI) for all urban consumers (CPI-U, U. S. City Average, all items, unadjusted basis, index base period (1982-84=100)). For example, the rent payment effective October 1, 2025 was calculated as follows:

Annual CPI-U Index for 2024	313.689
Less Annual CPI-U	
Index for 2023	304.702
Change in Annual	
Index	8.987
Divided by Annual	
Index for 2023 equals	304.702
	0.029
Which is a percentage change of	2.9%
Prior rent (effective 10/1/2024	0.198
Multiplied by current percentage change	2.9% 0.006
New rent (effective 10/1/2025)	<u><u>0.204</u></u>

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

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

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

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

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

10. Premises Improvements.

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

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

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

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

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

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

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

In the event that Lessee desires to alter, replace, demolish, or add to existing improvements or construct new improvements on the Premises, all alteration, replacement, demolition, addition or new improvement final plans and specifications, site-use plans and architectural renderings thereof shall be submitted to and approved by Lessor and the Federal Aviation Administration, if applicable, prior to the commencement of any construction. All new construction, demolition and construction of alterations, replacements or additions to existing improvements must be substantially completed within one (1) year of the date of Lessor's approval and fully completed within eighteen (18) months of the date of Lessor's approval. The demolition of existing buildings and all alterations, replacements, additions and new facilities shall

comply with all laws and ordinances relating thereto. All work with respect to any alterations, additions, or new improvements must be done in a good and workmanlike manner and diligently prosecuted to completion. Lessee shall see to it that such construction shall not cause dust outside the Premises or be a nuisance to any other Lessees.

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

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

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

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

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

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

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

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

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

16. Indemnity - Hazardous Substances. Lessee shall not engage in, and shall not permit its agents, subtenants, assignees or others under its control to engage in, an operation on the Premises or related airport facilities that involves the generation, manufacture, refining,

transportation, treatment, storage, handling or disposal of “hazardous substances” or “hazardous wastes” without the prior written consent of Lessor, which may be withheld or granted in Lessor’s sole discretion.

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

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

17. Care of Petroleum Products and Other Material by Lessee. Lessee shall handle, use, store and dispose of petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport Rules and Regulations. Lessee shall, at Lessee’s own expense, comply with, and cause all its employees, agents, invitees, licensees, subtenants,

assignees and others under its control on the Premises and related airport facilities to comply with all local and state environmental laws, rules and regulations, the Comprehensive Environmental Response, Compensation & Liability Act (42 U.S.C. § 9601 *et seq.*), and all other applicable federal laws, rules and regulations, and any and all amendments thereto or hereafter promulgated.

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

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

18. Hold Harmless. Lessee shall indemnify and hold the Lessor and the property of the Lessor, including the Premises, free and harmless from any and all claims, liability, loss, damage or expense, except in the event of the Lessor's sole negligence or willful misconduct, resulting from Lessee's occupation and use of the Premises and related Airport facilities and Lessee's business operations conducted at Joslin Field – Magic Valley Regional Airport, including any claim, liability, loss, or damage arising by reason of injury to or death of any person or persons or by reason of damage to any property caused by Lessee's business operations at Joslin Field- Magic Valley Regional Airport, the condition of the Premises, the condition of any of Lessee's improvements or personal property in or on the Premises or Airport related facilities, or the acts or omissions of any person in or on the Premises or Airport related facilities with the express or implied consent of the Lessee, including but not limited to the Lessee, its employees, agents, invitees, licensees, subtenants, assignees, concessionaires, occupants and users of the Premises. Provided however, Lessee shall have no obligation to indemnify and hold the Lessor harmless for claims, liability, loss, damage or expense directly resulting from Lessor's negligence or willful misconduct except by way of liability insurance required in Paragraph 19. Lessor shall not be liable for any personal injury or property damage which may be sustained by Lessee, its employees, agents, customers or other persons, that occurs on the Premises, or at Joslin Field – Magic Valley Regional Airport that are the

direct result of the activities of the Lessee, its employees, agents, invitees, licensees, subtenants, assignees, concessionaires, occupants and users of the Premises, and Lessee agrees to indemnify and hold Lessor harmless from such liability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Termination. In addition to the right to terminate this Lease as provided in Paragraph 23, Lessor shall have a right to terminate this Lease upon thirty (30) days written notice for any of the following reasons:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Non-exclusive Right. Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public, and

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

32. Nondiscrimination.

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

(b) Lessee, its successors in interest and assigns, hereby covenants and agrees, as a covenant running with the land, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of any facilities; (2) that in the construction of any improvements on, over, or under such land for the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be discriminated against and Lessee shall comply with all other requirements imposed by, or pursuant to, Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended; and, (3) that in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate this Lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. In the event of noncompliance with the preceding nondiscrimination covenants, Lessee hereby authorizes Lessor to take such action as the federal government may direct to enforce this covenant, and Lessee also authorizes the federal government to take appropriate action to enforce compliance, including the right to seek judicial enforcement.

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

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

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

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

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

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

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

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

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

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

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

Lessee: Reeder Jet Center, Inc
466 Airport Loop
Twin Falls, ID 83301

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

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

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

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

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

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

By _____
Mayor, Ruth Pierce

LESSEE:
Reeder Jet Center, Inc.

By _____
President, Jack Hunsaker

Exhibit A

October 1, 2025

Reeder Jet Center, INC

Block Number	Lot Number	Square Footage	Remarks
1	1	22,335	Main FBO Terminal
1	2	8,717	Hangars
1	6	4,359	Hangars
2	3	6,558	Fuel Truck Parking
9	3	12,355	Fuel Farm
6	8	4,800	Aero Equip Storage
10	1	1,341	Self-Fueling
10	3	286	MoGas Tank Northwest corner of lot 26ft x 11ft
Total Sq Ft			60,751

Exhibit A

Reeder Jet Center, INC

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Total Sq Ft		60,751	

AIRPORT GROUND LEASE AGREEMENT- COMMERCIAL USE

THIS AIRPORT LEASE AGREEMENT ("Lease") is made effective the ____ day of _____ 2025, by and between the **CITY OF TWIN FALLS, IDAHO**, hereinafter referred to as "Lessors", and REEDER FLYING SERVICE, INC, hereinafter referred to as "Lessee".

The parties hereto agree as follows:

1. Description of Property. In consideration of the rental payments specified below, the Lessor hereby leases to the Lessee the below-described property, hereinafter called the "Premises" consisting of 39,754 square feet at Joslin Field, Magic Valley Regional Airport ("Airport"), as depicted on Exhibit A attached hereto.

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

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

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

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

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

5. Term of Lease. The initial term of this Lease shall commence on the first day of October 2025, and end on the 30th day of September, 2050. At the expiration of the initial term, Lessee may extend this Lease for one (1) additional fifteen (15) year term on such terms and conditions as the parties may agree, after giving written notice to the Lessor three hundred sixty-five (365) days prior to the expiration of the initial term. If no agreement is reached as to terms and conditions prior to the expiration of the initial term, this Lease shall terminate as provided herein.

In the event Lessee shall continue to occupy the leased Premises beyond the initial term of the Lease or any extension thereof and/or the parties are unable to agree as to the terms and conditions of any renewal, continued occupancy of the Premises by Lessee shall not constitute a renewal or

extension of the Lease, but shall create a tenancy from month to month on the same terms and conditions of the expired initial term, which tenancy may be terminated at any time by Lessor giving thirty (30) days written notice to Lessee.

6. Rent.

(a) Rental for the period October 1, 2025, through September 30, 2026, shall be at the rate of \$.2035 per sq. ft. for an annual amount of \$8,109.82

(b) **Rent Escalation.** The parties agree that rent for the Premises shall be subject to escalation on October 1 of each year following the commencement of this Lease. For purposes of determining future rents, the base rent payment effective October 1, 2025, shall be \$.204 per square foot per year (Annual index base period for 2003 of 184.0=100). The annual change in the rent payment shall be directly proportional to the percent change in the Annual Consumer Price Index (CPI) for all urban consumers (CPI-U, U. S. City Average, all items, unadjusted basis, index base period (1982-84=100)). For example, the rent payment effective October 1, 2025 was calculated as follows:

Annual CPI-U Index for 2024	313.689
Less Annual CPI-U	
Index for 2023	304.702
Change in Annual	
Index	8.987
Divided by Annual	
Index for 2023 equals	304.702
	0.029
Which is a percentage change of	2.9%
Prior rent (effective 10/1/2024	0.198
Multiplied by current percentage change	2.9% 0.006
New rent (effective 10/1/2025)	<u><u>0.204</u></u>

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

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

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

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

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

10. Premises Improvements.

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

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

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

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

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

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

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

In the event that Lessee desires to alter, replace, demolish, or add to existing improvements or construct new improvements on the Premises, all alteration, replacement, demolition, addition or new improvement final plans and specifications, site-use plans and architectural renderings thereof shall be submitted to and approved by Lessor and the Federal Aviation Administration, if applicable, prior to the commencement of any construction. All new construction, demolition and construction of alterations, replacements or additions to existing improvements must be substantially completed within one (1) year of the date of Lessor's approval and fully completed within eighteen (18) months of the date of Lessor's approval. The demolition of existing buildings and all alterations, replacements, additions and new facilities shall

comply with all laws and ordinances relating thereto. All work with respect to any alterations, additions, or new improvements must be done in a good and workmanlike manner and diligently prosecuted to completion. Lessee shall see to it that such construction shall not cause dust outside the Premises or be a nuisance to any other Lessees.

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

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

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

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

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

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

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

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

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

16. Indemnity - Hazardous Substances. Lessee shall not engage in, and shall not permit its agents, subtenants, assignees or others under its control to engage in, an operation on the Premises or related airport facilities that involves the generation, manufacture, refining,

transportation, treatment, storage, handling or disposal of “hazardous substances” or “hazardous wastes” without the prior written consent of Lessor, which may be withheld or granted in Lessor’s sole discretion.

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

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

17. Care of Petroleum Products and Other Material by Lessee. Lessee shall handle, use, store and dispose of petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport Rules and Regulations. Lessee shall, at Lessee’s own expense, comply with, and cause all its employees, agents, invitees, licensees, subtenants,

assignees and others under its control on the Premises and related airport facilities to comply with all local and state environmental laws, rules and regulations, the Comprehensive Environmental Response, Compensation & Liability Act (42 U.S.C. § 9601 *et seq.*), and all other applicable federal laws, rules and regulations, and any and all amendments thereto or hereafter promulgated.

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

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

18. Hold Harmless. Lessee shall indemnify and hold the Lessor and the property of the Lessor, including the Premises, free and harmless from any and all claims, liability, loss, damage or expense, except in the event of the Lessor's sole negligence or willful misconduct, resulting from Lessee's occupation and use of the Premises and related Airport facilities and Lessee's business operations conducted at Joslin Field – Magic Valley Regional Airport, including any claim, liability, loss, or damage arising by reason of injury to or death of any person or persons or by reason of damage to any property caused by Lessee's business operations at Joslin Field- Magic Valley Regional Airport, the condition of the Premises, the condition of any of Lessee's improvements or personal property in or on the Premises or Airport related facilities, or the acts or omissions of any person in or on the Premises or Airport related facilities with the express or implied consent of the Lessee, including but not limited to the Lessee, its employees, agents, invitees, licensees, subtenants, assignees, concessionaires, occupants and users of the Premises. Provided however, Lessee shall have no obligation to indemnify and hold the Lessor harmless for claims, liability, loss, damage or expense directly resulting from Lessor's negligence or willful misconduct except by way of liability insurance required in Paragraph 19. Lessor shall not be liable for any personal injury or property damage which may be sustained by Lessee, its employees, agents, customers or other persons, that occurs on the Premises, or at Joslin Field – Magic Valley Regional Airport that are the

direct result of the activities of the Lessee, its employees, agents, invitees, licensees, subtenants, assignees, concessionaires, occupants and users of the Premises, and Lessee agrees to indemnify and hold Lessor harmless from such liability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Termination. In addition to the right to terminate this Lease as provided in Paragraph 23, Lessor shall have a right to terminate this Lease upon thirty (30) days written notice for any of the following reasons:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Non-exclusive Right. Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public, and

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

32. Nondiscrimination.

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

(b) Lessee, its successors in interest and assigns, hereby covenants and agrees, as a covenant running with the land, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of any facilities; (2) that in the construction of any improvements on, over, or under such land for the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be discriminated against and Lessee shall comply with all other requirements imposed by, or pursuant to, Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended; and, (3) that in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate this Lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. In the event of noncompliance with the preceding nondiscrimination covenants, Lessee hereby authorizes Lessor to take such action as the federal government may direct to enforce this covenant, and Lessee also authorizes the federal government to take appropriate action to enforce compliance, including the right to seek judicial enforcement.

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

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

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

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

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

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

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

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

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

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

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

Lessee: Reeder Flying Service, Inc
308 Airport Loop
Twin Falls, ID 83301

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

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

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

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

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

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

By _____
Mayor, Ruth Pierce

LESSEE:
Reeder Flying Service, Inc.

By _____
President, Jack Hunsaker

Exhibit A

Exhibit A

Reeder Flying Service, INC

Block Number	Lot Number	Square Footage	Remarks
10	2	16,500	Hangar/Ground
10	3	16,215	Hangar/Ground
6	4	4,080	Ground
6	2	6,558	Hangar/Ground

Total Sq Ft **39,754**



Date: Monday November 17, 2025
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Consent Calendar

Request: Request to approve an airport Assignment of Ground Lease Agreement from the Estate of Gary Wolverton Sr. to Gary Wolverton Jr.

Background: The airport has been working Gary Wolverton Jr. to create this assignment agreement allowing the airport hangar ground lease parcels currently in the name of his father's estate to be assigned to him.

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

Budget Impact: The approvals will allow the airport to transfer the existing agreements terms and conditions to Gary Wolverton Jr and continue to receive the rental associated.

Regulatory Impact: This assignment agreement, developed by the City Attorney, allows the airport to transfer the agreement to the assignee.

Conclusion: Staff recommend that the City Council approve the request for an airport Assignment of Ground Lease Agreement between the Estate of Gary Wolverton Sr. and Gary Wolverton Jr. and authorize the mayor to sign the agreements.

Attachments: Airport Ground Lease Agreements

PLEASE NOTE: This form is provided to you without any warranty, express or implied, as to its legal effect and completeness. No Attorney-Client relationship is established by providing this form to you. This is an important legal document. The provision of this document is not a substitute for the advice of an attorney, and it is **recommended that you consult with an attorney concerning this transaction.**

ASSIGNMENT OF LEASE AGREEMENT

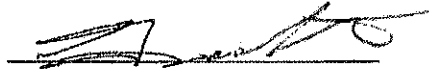
THIS ASSIGNMENT Made and entered into this 1st day of September, 2025, by and between, Gary Wolverton Jr, hereinafter called "Assignor," and Gary Wolverton Jr hereinafter called "Assignee,"

WITNES SETH:

1. That on October 1, 2005 Assignor entered into a certain Lease Agreement with the City of Twin Falls and the County of Twin Falls, Blk 2 Lot 1, 740 Airport Loop and Blk 3 Lot 2, 792 Airport Loop, a copy of which is attached hereto as Exhibit "A."
2. That Assignor hereby sells, assigns, transfers, and conveys unto Assignee, all of his/their right, title and interest in and to said Lease Agreement for and in consideration of Assignee's assumption of all of Assignor's obligations under said Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Assignment of Lease Agreement on the date first above written.

"ASSIGNOR"



Gary Wolverton Jr.,
Personal Representative of the
Estate of Gary M. Wolverton Sr.

"ASSIGNEE"



Gary Wolverton Jr.

CONSENT

The undersigned, City of Twin Falls, hereby consent to the foregoing Assignment of Lease Agreement.

CITY OF TWIN FALLS, IDAHO

By: _____
Mayor, Ruth Pierce

ASSIGNMENT OF INTANGIBLE PERSONAL PROPERTY

Gary M. Wolverton, Jr., Personal Representative ("Assignor") of the Estate of Gary M. Wolverton, Sr., Deceased ("Estate"), appointed pursuant to the Order of Informal Appointment of Personal Representative entered by the Fifth Judicial District Court, County of Twin Falls, State of Idaho, Magistrate Division, on February 19, 2021 in Case No. CV42-21-0628, and filed on that same date, assigns, transfers, grants, conveys, sets over and delivers to Gary M. Wolverton, Jr., an unmarried man ("Assignee"), as his sole and separate property as to both principal and income pursuant to Idaho law, without limitation, I.C. §§ 32-903 and 32-906 (1), the following intangible personal property:

All royalties, licenses, copyrights, trademarks, patents, fungible tokens, non-fungible tokens, contracts, choses in action, stock and remaining similar intangible personal property comprising a portion of the remaining Estate assets, including, without limitation, all intellectual property, including name, image and likeness rights, wheresoever located and of whatever kind (collectively, "Intangible Personal Property").

The Assignor directs any third-party, including, without limitation, any governmental unit, agency or royalty, exchange or licensing company, holding, managing, possessing or otherwise administering the Intangible Personal Property, directly or indirectly, to pay, assign, set over, deliver, issue and otherwise transfer the Intangible Personal Property to the Assignee forthwith. This instrument shall in all respects be governed by, and construed pursuant to, the laws of the State of Idaho, including, without limitation, as to all matters of construction, validity and performance, including the Revised Uniform Fiduciary Access to Digital Assets Act, Chapter 14, Title 15, Idaho Code, but without giving effect to the conflict of laws provisions thereof.

ASSIGNOR:

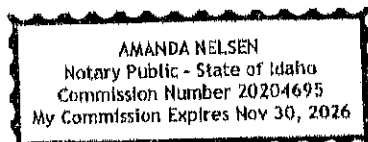

GARY M. WOLVERTON, JR.,
Personal Representative of the Estate

Dated: Effective August 15, 2025

STATE OF IDAHO)
) ss.
COUNTY OF TWIN FALLS)

This record was acknowledged before me on August 15, 2025 by Gary M. Wolverton, Jr., as the Personal Representative of the Estate.

(SEAL)




NOTARY PUBLIC
My commission expires: 11-30-2026

ASSIGNMENT OF TANGIBLE PERSONAL PROPERTY

Gary M. Wolverton, Jr., Personal Representative of the Estate of Gary M. Wolverton, Sr., Deceased ("Estate"), appointed pursuant to the Order of Informal Appointment of Personal Representative entered by the Fifth Judicial District Court, County of Twin Falls, State of Idaho, Magistrate Division, on February 19, 2021 in Case No. CV42-21-0628, and filed on that same date, assigns, transfers, grants, conveys, sets over and delivers to Gary M. Wolverton, Jr., an unmarried man, as his sole and separate property as to both principal and income pursuant to Idaho law, without limitation, I.C. §§ 32-903 and 32-906 (1), the following:

All the tangible personal property comprising a portion of the remaining Estate assets, including, without limitation, furniture, furnishings and household goods, jewelry, silver, books, pictures, paintings, works of art, clothing, electronics, firearms, personal effects and remaining tangible personal property, wheresoever located.

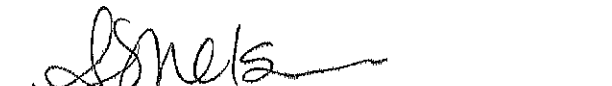
This instrument shall in all respects be governed by, and construed pursuant to, the laws of the State of Idaho, including, without limitation, as to all matters of construction, validity and performance, but without giving effect to the conflict of laws provisions thereof.

Dated: Effective August 15, 2025

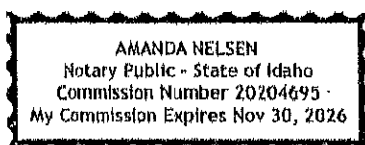

GARY M. WOLVERTON, JR.,
Personal Representative of the Estate

STATE OF IDAHO)
) ss.
COUNTY OF TWIN FALLS)

This record was acknowledged before me on August 15, 2025 by Gary M. Wolverton, Jr., as the Personal Representative of the Estate.


NOTARY PUBLIC
My commission expires: 11-30-2026

(SEAL)



COMMERCIAL LEASE ADDENDUM

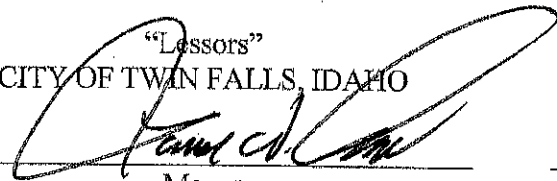
THIS ADDENDUM, Made effective the 1st day of January, 2007, by and between the **CITY OF TWIN FALLS, IDAHO** and **TWIN FALLS COUNTY, IDAHO**, hereinafter called "Lessors", and **GARY WOLVERTON, SR.**, hereinafter called "Lessee."

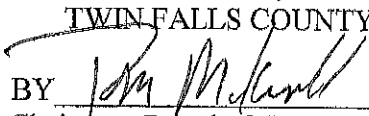
WITNESSETH:

1. That the City of Twin Falls, Idaho and Twin Falls County, Idaho, as Lessors, and Gary Wolverson, Sr., as Lessee, previously entered into an AIRPORT LEASE AGREEMENT - COMMERCIAL AVIATION OPERATIONS effective October 1, 2005.
2. That the Agreement in its entirety is hereby ratified and confirmed and is of the same force and effect except as hereafter modified.
3. The following paragraph replaces Paragraph 36A of the Agreement:
 - A. After any permitted assignment the assignee shall be considered the lessee and accorded the rights conferred upon the assignor by this Lease. However, the assignor shall not be released from any past, present or future obligations under the terms of this Lease resulting from Lessee's occupation and use of the Premises and related Airport facilities prior to the effective date of the assignment.
4. This Addendum Agreement shall be binding upon the parties hereto, their successors, representatives, heirs and assigns.

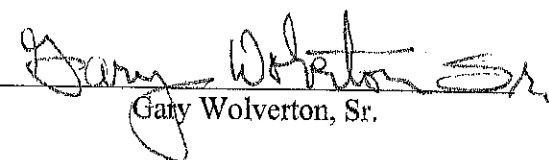
The parties hereto have executed this Addendum the day and year first above written.

"Lessors"
CITY OF TWIN FALLS, IDAHO

BY  Mayor
TWIN FALLS COUNTY, IDAHO

BY  Chairman, Board of County Commissioners

"Lessee"


Gary Wolverson, Sr.

COMMERCIAL LEASE - SECOND ADDENDUM

THIS SECOND ADDENDUM, Made and entered into this 1st day of February, 2010, by and between the **CITY OF TWIN FALLS, IDAHO** and **TWIN FALLS COUNTY, IDAHO**, hereinafter called "Lessors," and **GARY WOLVERTON, SR.**, hereinafter called "Lessee."

1. That the City of Twin Falls, Idaho and Twin Falls County, Idaho, as Lessors, and Gary Wolverton, Sr., as Lessee, previously entered into an AIRPORT LEASE AGREEMENT - COMMERCIAL AVIATION OPERATIONS dated October 1, 2005 and a COMMERCIAL LEASE ADDENDUM dated January 1, 2007.
2. That the Agreement and Addendum are in the entirety hereby ratified and confirmed and of the same force and effect except as hereafter modified.
3. The following paragraph replaces Paragraph 3 of the Airport Lease Agreement – Commercial Aviation Operations:

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

Lessee is prohibited from developing residential living quarters on the Premises. The unauthorized development of residential living quarters on the Premises shall be an event of default and Lessors may declare this Lease and/or any noncomplying subleases null and void. Further, Lessee shall not permit any person to use any part of the Premises for either permanent or temporary residential purposes. Provided, however, Lessors acknowledge that aircraft rescue and fire fighting operations, commercial air taxi, charter, and medical evacuation services may have a need for limited and short-term flight crew quarters for temporary use, including overnight and on-duty times. Quarters for the above-exempted operations shall be designed to be used for overnights and resting periods, not as permanent or even temporary residences. The facility may include amenities, such as beds, shower, television, and refrigerator. The definition of flight crew is limited to those individuals necessary for the operation of an aircraft, such as pilot-in-command, second in command, flight engineer, flight attendants, loadmasters, search and rescue flight personnel, medical technicians and flight mechanics. It does not include the families, relatives, or guests of flight crew members not meeting the preceding definition.

In the event the Premises fails to meet these requirements, Lessee shall take immediate action to convert any noncomplying portion of the Premises into nonresidential use.

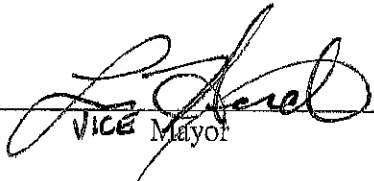
4. This Commercial Lease - Second Addendum agreement shall be binding upon the parties hereto, their successors, representatives, heirs and assigns.

The parties hereto have executed this Commercial Lease – Second Addendum the day and year first above written.

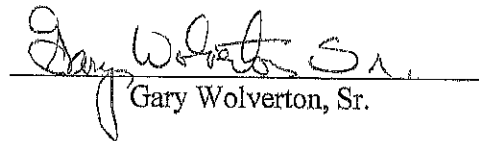
“LESSORS”
CITY OF TWIN FALLS, IDAHO

“LESSEE”

BY


VICE Mayor

TWIN FALLS COUNTY, IDAHO


Gary Wolverton, Sr.

BY


Vice Chairman, Board of County Commissioners

Exhibit A

AIRPORT LEASE AGREEMENT - COMMERCIAL AVIATION OPERATIONS

THIS AIRPORT LEASE AGREEMENT - COMMERCIAL AVIATION OPERATIONS ("Lease") is made effective the 1st day of October, 2005, by and between the CITY OF TWIN FALLS and COUNTY OF TWIN FALLS, hereinafter referred to as "Lessors," and GARY WOLVERTON, SR., hereinafter referred to as "Lessee."

The parties hereto agree as follows:

1. **Description of Property.** In consideration of the rental specified below, the Lessors hereby lease to the Lessee the below-described property, hereinafter called the "Premises": Block 2 Lot 1 consisting of 26,025 square feet and Block 3 Lot 2 consisting of 15,169 square feet at Joslin-Field - Magic Valley Regional Airport ("Airport"), as depicted on Exhibit A attached hereto.

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

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

Lessee shall not permit any person to use any part of the Premises for residential use, which use is defined as meeting the cooking or sleeping needs of a person. Provided, however, Lessee's representatives, employees or agents shall not be prohibited from temporarily using the Premises for residential use on an occasional or seasonal basis in furtherance of their duties for their employer provided such occupancy is in compliance with the Twin Falls City Code.

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

5. **Term of Lease.** The initial term of this Lease shall be for a period of twenty-five (25) years, commencing on the 1st day of October, 2005, and ending on the 31st day of September, 2030. At the expiration of the initial term, Lessee may extend this Lease for one (1) additional fifteen (15) year term on such terms and conditions as the parties may agree, after giving written notice to the Lessors three hundred sixty-five (365) days prior to the expiration of the initial term. If no agreement is reached as to terms and conditions prior to the expiration of the initial term, this Lease shall terminate as provided herein.

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

6. Rent.

A. Initial Rent. Rental for the period October 1, 2005 through September 30, 2006 shall be paid on or before October 1, 2005. The amount due is \$5,066.86 based upon a rate of \$.123 per square foot.

B. Rent Escalation. The parties agree that all subsequent rent for the Premises shall be due and payable on October 1 of each year and shall be subject to annual escalation on October 1 of each year following the commencement of this Lease. For purposes of determining future rents, the base rent payment effective October 1, 2004 shall be \$.12 per square foot (Annual index base period for 2003 of 184.0=100). The annual change in the rent payment shall be directly proportional to the percent change in the Annual Consumer Price Index (CPI) for all urban consumers (CPI-U, U. S. City Average, all items, unadjusted basis, index base period (1982-84=100)). For example, the initial rent payment effective October 1, 2005 was calculated as follows:

Annual CPI for 2004	188.9
Less Annual CPI for 2003	184.0
Equals index point change	4.9
Divided by CPI for December, 2003	184.0
Equals X	0.027
Result X multiplied by 100	0.027 X 100
Equals percent change	2.7

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

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

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

8. Signage. Lessee shall not erect, maintain, or display upon the outside of any improvements on the leased Premises any signs; provided however, Lessee may maintain on the outside of said buildings, its own name and services on signs, the size, location and design of which shall be subject to the prior written approval of Lessors or the Airport Manager.

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

10. **Premises Improvements.**

A. **Maintenance.** Lessee shall have sole responsibility for maintenance of the Premises. All personal property, including buildings and structures, on the Premises, shall be at the risk of Lessee. Lessee shall keep and maintain the Premises and all improvements thereon, in good and substantial repair and condition, including the exterior thereof, and shall make all necessary repairs and alterations thereto. Lessee shall provide proper containers for trash and garbage, and shall keep the Premises free and clear of rubbish, debris, litter and weeds. In the event that Lessors determine that Lessee has failed to comply with the terms of this Section, Lessors may, but shall have no obligation to, take such action as is required by this Section, and charge Lessee the actual cost incurred to comply with this Section or a reasonable fee for the services.

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

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

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

In the event that Lessee's personal property is damaged by Lessors' equipment or personnel, Lessors agree to pay Lessee for the damages incurred.

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

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

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

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

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

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

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

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

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

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

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

15. Compliance With Law. Lessee agrees to comply with all Municipal, State and Federal laws, rules, regulations and ordinances. Lessee further agrees to comply with all current Joslin Field - Magic Valley Regional Airport Rules and Regulations, Minimum Standards, and applicable sections of the Airport Security Plan now in existence, or as hereafter adopted and/or

amended during the term of this Lease. By signing this agreement, Lessee acknowledges receipt of a current copy of the Airport Rules and Regulations.

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

As used herein, the term "hazardous substance" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state of Idaho or the United States government. The term "hazardous material" includes, without limitation, any material or substance that is (i) defined as a hazardous or toxic substance under any city, county, state or federal law, regulation or ordinance, (ii) oil and petroleum, and products thereof, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to section 311 of the Federal Water Pollution Control Act (33 U.S.C. section 1321), (v) defined as a "hazardous waste" pursuant to section 1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. section 6901, et seq.); (vi) defined as a "hazardous substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. section 6991, et seq.); (vii) defined as a "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. section 9601 et seq.), as such laws, regulations and ordinances may be amended from time to time and including all regulations promulgated pursuant thereto. The term "environmental law(s)" as used herein shall include, without limitation, the foregoing listed laws, regulations and ordinances and state analogs of such laws.

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

17. Care of Petroleum Products and Other Material by Lessee. Lessee shall handle, use, store and dispose of petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport Rules and Regulations. Lessee shall, at Lessee's own expense, comply with, and cause all its employees, agents, invitees, licensees, subtenants,

assignees and others under its control on the Premises and related airport facilities to comply with, all local and state environmental laws, rules and regulations, the Comprehensive Environmental Response, Compensation & Liability Act (42 U.S.C. § 9601 *et seq.*), and all other applicable federal laws, rules and regulations, and any and all amendments thereto, or hereafter promulgated.

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

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

18. Hold Harmless. Lessee shall indemnify and hold the Lessors and the property of the Lessors, including the Premises, free and harmless from any and all claims, liability, loss, damage or expense, except in the event of the Lessors' sole negligence or willful misconduct, resulting from Lessee's occupation and use of the Premises and related Airport facilities and Lessee's business operations conducted at Joslin Field – Magic Valley Regional Airport, including any claim, liability, loss, or damage arising by reason of injury to or death of any person or persons or by reason of damage to any property caused by Lessee's operations at Joslin Field- Magic Valley Regional Airport, the condition of the Premises, the condition of any of Lessee's improvements or personal property in or on the Premises or Airport related facilities, or the acts or omissions of any person in or on the Premises or Airport related facilities with the express or implied consent of the Lessee including but not limited to the Lessee, its employees, agents, invitees, licensees, subtenants, assignees, concessionaires, occupants and users of the Premises. Provided however, Lessee shall have no obligation to indemnify and hold the Lessors harmless for claims, liability, loss, damage or expense directly resulting from Lessors' negligence or willful misconduct except by way of liability insurance required in Section 19. Lessors shall not be liable for any personal injury or property damage which may be sustained by Lessee, its employees, agents, customers or other persons, that occur on the Premises, or at Joslin Field – Magic Valley Regional Airport that

are the direct result of the activities of the Lessee, its employees, agents, invitees, licensees, subtenants, assignees, concessionaires, occupants and users of the Premises, and Lessee agrees to indemnify and hold Lessors harmless from such liability.

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

19. **Insurance.** At all times during the term of this Lease, Lessee shall, at its expense, keep property insurance in force insuring all the improvements on the Premises against loss and damage (including but not limited to coverage for damage due to fire, windstorm, hail, or other weather-related cause) in an amount of not less than eighty percent (80%) of the replacement cost of the all the improvements, with Lessors designated as loss payees, as Lessors interests may appear.

Lessee shall also maintain, at its expense, a policy of public liability insurance covering Lessee's occupation and use of the Premises at Joslin Field-Magic Valley Regional Airport, designating Lessors as additional insureds and protecting Lessors and Lessee against all claims for personal injury, death and property damage occurring upon, in or about the demised Premises and related Airport facilities relating to or arising out of Lessee's occupation and use of the Premises, with limits of at least \$1,000,000.00 combined single limit each occurrence for personal injury and property damage; all said insurance to protect, hold harmless, and indemnify Lessors not only against any and all such liability, but also against all loss, expenses and damage of any and every sort and kind, including costs of investigation, attorneys' fees and other costs of defense, subject to policy terms, conditions, limitations and exclusions. With respect to the coverages required in this paragraph, the parties agree that Lessee's policy or policies shall be primary to any other valid and collectible insurance available to Lessors.

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

20. **Security.** Lessee shall have the use of and access to the Air Operations Area and agrees to comply with all of the provisions of the Airport Security Plan.

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

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

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

- i. Failure of Lessee to pay rent or any other charge within thirty (30) days after the same is due.

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

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

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

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

23. Termination. In addition to the right to terminate this Lease as provided in Paragraph 22, Lessors shall have a right to terminate this Lease upon thirty (30) days written notice for any of the following reasons:

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

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

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

D. The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control, or use of the Airport, or any substantial part or parts thereof, in

such a manner as substantially to interfere with Lessee's use and enjoyment of the Premises for a period of at least ninety (90) days.

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

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

G. Lessee's failure to replace any improvements which may have been destroyed within six (6) months from the date of destruction.

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

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

A. Lessee's Personal Property. Upon the termination or expiration of this Lease, Lessee agrees to remove all of Lessee's personal property, at Lessee's sole cost and expense:

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

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

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

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

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

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

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

Lessee: Gary Wolverton, Sr.
P.O. Box 5162
Twin Falls, Idaho 83301

28. Nondiscrimination.

AIRPORT LEASE AGREEMENT – COMMERCIAL AVIATION OPERATIONS -10-

21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

B. Lessee, for himself, his heirs, personal representative, successor in interest, and assign, hereby covenants and agrees, as a covenant running with the land, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the leased Premises; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) Lessee shall use the Premises in compliance with all other requirements imposed by, or pursuant to, Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended, to the extent that said requirements are applicable as a matter of law to Lessee; and, that in the event of breach of any of the preceding nondiscrimination covenants, Lessors shall have the right to terminate this Lease, and to re-enter and repossess said Premises, and hold the same as if said Lease had never been made or issued; provided, however, said termination shall be withheld until the alleged breach has been finally adjudicated and/or all procedures have been exhausted. In the event of noncompliance with the preceding nondiscrimination covenants, Lessee hereby authorizes Lessors to take such action as the Federal Government may direct to enforce this covenant, and Lessee also authorizes the Federal Government to take appropriate action to enforce compliance, including the right to seek judicial enforcement.

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

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

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

31. Non-exclusive Right. Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as

prohibited by Section 308 (a) of the Federal Aviation Act of 1958, as amended, and the Lessors reserve the right to grant to others the privilege and right of conducting any one or all activity of an aeronautical nature.

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

33. Right of Inspection. Lessors reserve the right to inspect the Premises and all facilities located thereon to ensure compliance with this Lease.

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

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

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

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

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

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

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

37. Arbitration. Any controversy or claim arising out of, or relating to this Agreement, or the breach thereof, shall be settled by arbitration, and judgment upon the award rendered by the arbitrator(s) may be entered and enforced in any court having jurisdiction thereof. The arbitration shall be held at such place in the City of Twin Falls, Idaho as may be selected by mutual agreement. Within twenty-one (21) days after either party gives notice of demand for arbitration, the parties shall agree on the appointment of an arbitrator. If a single arbitrator is agreed upon, all fees and expenses of the arbitration shall be borne by the parties equally. If the parties

are unable to agree on a single arbitrator within this time period, the parties shall each appoint an arbitrator within fifteen (15) days from the expiration of the twenty-one (21)-day-period. If the arbitrators appointed by the parties are then unable to resolve the dispute within fifteen (15) days from the date of appointment of the last of the two arbitrators, then the two arbitrators shall appoint a third arbitrator. The majority decision of the three arbitrators shall be final and binding on the parties hereto. Each party shall bear the cost of the arbitrator appointed by him and the cost of the third arbitrator shall be equally divided between the parties. Further, each party to the arbitration proceeding shall bear the expenses of its own counsel, experts, witnesses and preparation and presentation of proofs.

38. **Attorney's Fees.** In the event that a court of law should determine that the foregoing arbitration clause is invalid, inapplicable or not binding on the parties, or either party commences litigation in a court of law relating to this Agreement (including any appeal), the prevailing party shall be awarded its attorney fees and costs, including, but not limited to, costs for arbitrator(s), mediator(s) and expert witnesses. Should Lessee file a petition in bankruptcy, Lessee agrees to pay all of Lessors' attorney fees and costs necessitated by Lessee's filing of the petition in bankruptcy.

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

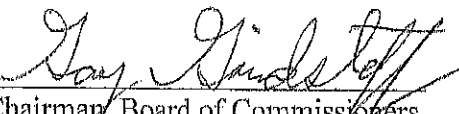
40. **Prior Leases.** The parties acknowledge that there may be an existing lease for the above-described property with Lessee. Lessee hereby waives any notice of termination required under that lease and agrees that that lease shall terminate effective September 30, 2005. This Lease shall replace any terminated lease.

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

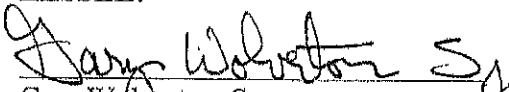
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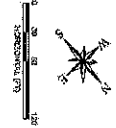
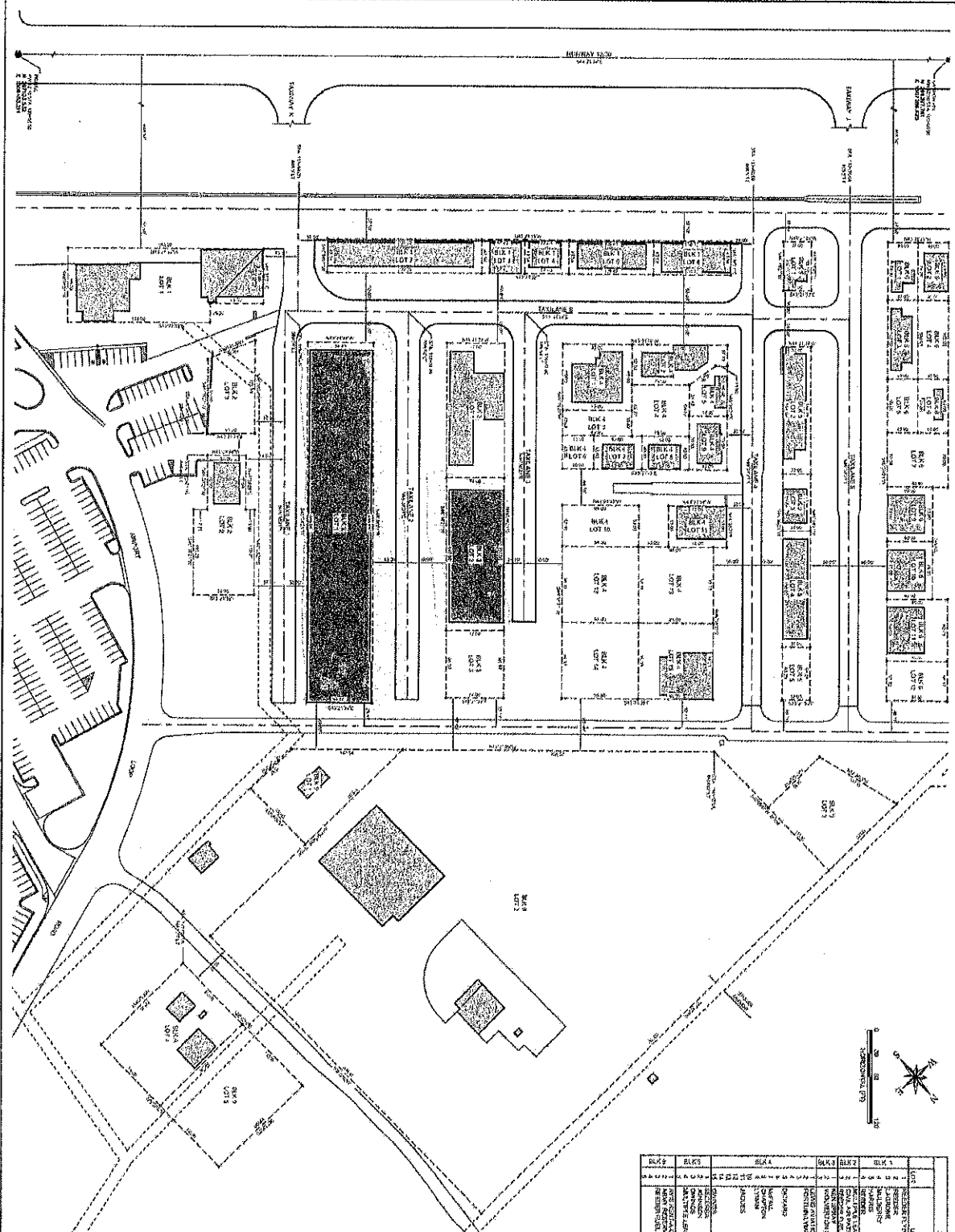
City of Twin Falls, Idaho,
a municipal corporation,

By 
Mayor
County of Twin Falls, Idaho

By 
Chairman, Board of Commissioners

LESSEE:


Gary Wolverton, Sr.



BLK 1	BLK 2	BLK 3	BLK 4	BLK 5	BLK 6	BLK 7	BLK 8	BLK 9	BLK 10	BLK 11	BLK 12	BLK 13	BLK 14	BLK 15	BLK 16	BLK 17	BLK 18	BLK 19	BLK 20	BLK 21	BLK 22	BLK 23	BLK 24	BLK 25	BLK 26	BLK 27	BLK 28	BLK 29	BLK 30	BLK 31	BLK 32	BLK 33	BLK 34	BLK 35	BLK 36	BLK 37	BLK 38	BLK 39	BLK 40	BLK 41	BLK 42	BLK 43	BLK 44	BLK 45	BLK 46	BLK 47	BLK 48	BLK 49	BLK 50	BLK 51	BLK 52	BLK 53	BLK 54	BLK 55	BLK 56	BLK 57	BLK 58	BLK 59	BLK 60	BLK 61	BLK 62	BLK 63	BLK 64	BLK 65	BLK 66	BLK 67	BLK 68	BLK 69	BLK 70	BLK 71	BLK 72	BLK 73	BLK 74	BLK 75	BLK 76	BLK 77	BLK 78	BLK 79	BLK 80	BLK 81	BLK 82	BLK 83	BLK 84	BLK 85	BLK 86	BLK 87	BLK 88	BLK 89	BLK 90	BLK 91	BLK 92	BLK 93	BLK 94	BLK 95	BLK 96	BLK 97	BLK 98	BLK 99	BLK 100
1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100

JOSEPH FIELD, MAGIC VALLEY REGIONAL AIRPORT LEASE AREAS NORTHWEST LEASE AREA		DATE: 3/16/2023 BY: [Signature] DESCRIPTION: AGGREGATE BLOCK 13 LOT 4 SUBMITTER: [Signature]
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RIEDELSE
Engineering

202 Yale Avenue
 Twin Falls, ID 83401
 Phone: (208) 733-2445
 Fax: (208) 733-2446

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this ____ day of _____, 20____, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and Preserve PUD, LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Two Creeks No.1 at the Preserve, A PUD.

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

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

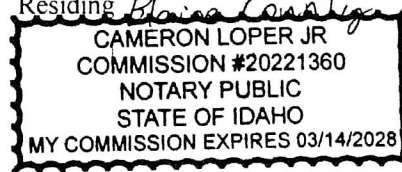
Reserve RD LLCChad 2-1 Manning MunkSTATE OF IDAHO)
)ss.
County of Twin Falls)

On this 3rd day of September, 2025, before me, the undersigned, a Notary Public for Idaho, personally appeared Peter Whitehead, 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.

Cameron Loper Jr
Notary Public for Idaho
Residing Blaine County

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 _____

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

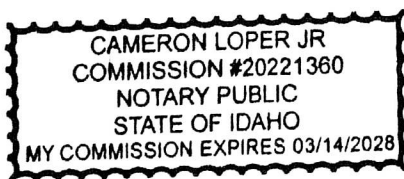
Developer
Rosebud RUD LLC
CLL - Mary Margaret

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

On this 3 day of September, 2025 before me, the undersigned, a Notary Public for Idaho, personally appeared Peter Whitehead, 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.

[Signature]
Notary Public for Idaho
Residing Blaine County



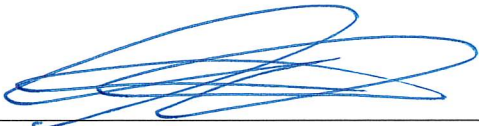
PUBLIC RIGHT-OF-WAY DEED

Villas on Falls, LLC, an Idaho Limited Liability Company, (Grantor), does hereby grant, convey and dedicate fee simple title to the public as public right of way under the jurisdiction of **The City of Twin Falls**, A Municipal Corporation, whose address is P.O. Box 1907, Twin Falls, Idaho, 83303, (Grantee) a permanent and perpetual public right-of-way, for construction, continued operation, maintenance, repair, alteration, inspection and replacement of a public street and utilities, and legally described as follows:

See attached "Exhibit A"

And the said Grantor does hereby covenant that the Grantor is the owner in fee simple of said premises; that they are free from encumbrances, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Executed and delivered this 27TH day of OCTOBER, 2025.



Clint Schnoor, Manager

ACCEPTANCE OF PUBLIC RIGHT-OF-WAY

The City of Twin Falls (Grantee) does hereby accept dedication of the public right-of-way.

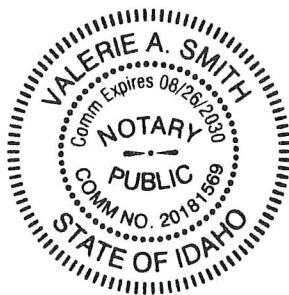
Ruth Pierce, Mayor

Acknowledgement by Individual:

State of Idaho)
County of Twin Falls)

On this 27th day of OCTOBER, 2025, before me, the undersigned, a Notary Public, personally appeared **Clint Schnoor**, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

Seal



[Signature]
Notary Public
Commission expires: 8.26.2030
Residing: TWIN FALLS, ID

Acknowledgement by Mayor:

State of Idaho)
County of Twin Falls)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public, 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 she executed the same on behalf of the **City of Twin Falls**.

Seal

Notary Public
Commission expires: _____
Residing: _____

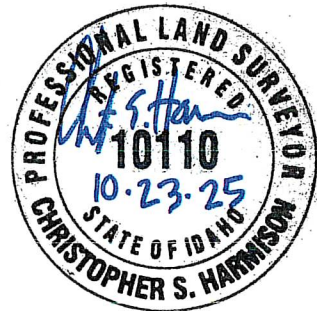
EXHIBIT "A"
LEGAL DESCRIPTION
MADRONA STREET NORTH
TWIN FALLS COUNTY, IDAHO

BEING A PORTION OF THE SW ¼ SE ¼ OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SE ¼ OF SAID SECTION 3, SAID CORNER BEARS NORTH 89°26'48" WEST 2652.31 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 3;
THENCE, ALONG THE WEST BOUNDARY OF THE SE ¼ OF SAID SECTION 3, NORTH 00°54'00" EAST 260.51 FEET TO THE **REAL POINT OF BEGINNING**;
THENCE, LEAVING SAID WEST BOUNDARY, SOUTH 89°33'03" EAST 30.00 FEET;
THENCE, NORTH 00°54'00" EAST 130.36 FEET ALONG A LINE PARALLEL WITH AND THIRTY AND 00/100 (30.00) FEET EASTERLY FROM SAID WEST BOUNDARY;
THENCE, NORTH 89°34'28" WEST 30.00 FEET TO A POINT ON SAID WEST BOUNDARY;
THENCE, ALONG SAID WEST BOUNDARY, SOUTH 00°54'00" WEST 130.35 FEET TO SAID **REAL POINT OF BEGINNING**.

CONTAINING APPROXIMATELY 3,911 SQUARE FEET.

END OF DESCRIPTION





Date: Monday, November 17, 2025
To: Honorable Mayor and City Council
From:

PRESENTATION

Request:

MVMPO and Long-Range Planning Update

Time Estimate:

10 Minutes

Background:

As a result of the 2020 U.S. Census, the City of Twin Falls was required to engage in the creation of what would become the Magic Valley Metropolitan Planning Organization (MVMPO), which was officially designated in late 2023. The MVMPO is a regional transportation planning agency that assists local jurisdictions plan, receive and manage federal funds from the Federal Highway Administration and Federal Transit Administration.

Since formation, representatives of the eight member agencies have been engaged in standing up the MVMPO with initial Federally-required documentation, aligned on work plans and budgets, and hired its first (and only) employee. As the agency nears the end of its second year in existence, the MVMPO is completing a major milestone with the creation of its first long-range Metropolitan Transportation Plan (MTP), known as *Vision 2050: Connecting Magic Valley*.

The Code of Federal Regulation outlining duties of MPO's requires an MTP to plan at least 20 years into the future and involves projecting the growth in demand for the transportation system to move people and goods throughout the planning area. This plan identifies transportation projects based on population and economic growth, considering capacity and safety needs for passenger vehicles, pedestrians, bicyclists, transit users, and freight.

The planning process begins with a study of current conditions in the transportation landscape followed by an estimate of land use and development patterns expected through 2050. These expectations are used to assign projected growth, trip generation estimates and changes in travel patterns. Ultimately, projections of future needs, deficiencies and opportunities of the transportation system result in a fiscally constrained list of projects to state highways, local roads, pathways, sidewalks and transit. The MTP also provides a list of additional plans and studies for areas that needs further assessment and public engagement.

The MTP is the first step in a coordinated regional transportation plan guided by the vision and efforts of the member agencies. *Vision 2050: Connecting Magic Valley* is balancing historical trends, future development, and a reasonable forecast of land use and transportation within the planning area.

Approval Process:

Budget Impact:

Regulatory Impact:

History:

Analysis:

Conclusion:

Attachments:

1. 11.17.25 TF City Council Agenda Item
2. MVMPO - Planning Area Map

Monday, Nov. 17, 2025

To: Honorable Mayor and City Council

From: Nathan Jerke, MVMPO Executive Director

Request: MVMPO and Long-Range Planning Update

Time Estimate: 10 Minutes

Background:

As a result of the 2020 U.S. Census, the City of Twin Falls was required to engage in the creation of what would become the Magic Valley Metropolitan Planning Organization (MVMPO), which was officially designated in late 2023. The MVMPO is a regional transportation planning agency that assists local jurisdictions plan, receive and manage federal funds from the Federal Highway Administration and Federal Transit Administration.

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The planning process begins with a study of current conditions in the transportation landscape followed by an estimate of land use and development patterns expected through 2050. These expectations are used to assign projected growth, trip generation estimates and changes in travel patterns. Ultimately, projections of future needs, deficiencies and opportunities of the transportation system result in a fiscally constrained list of projects to state highways, local roads, pathways, sidewalks and transit. The MTP also provides a list of additional plans and studies for areas that needs further assessment and public engagement.

The MTP is the first step in a coordinated regional transportation plan guided by the vision and efforts of the member agencies. *Vision 2050: Connecting Magic Valley* is balancing

historical trends, future development, and a reasonable forecast of land use and transportation within the planning area.

Budget Impact: N/A

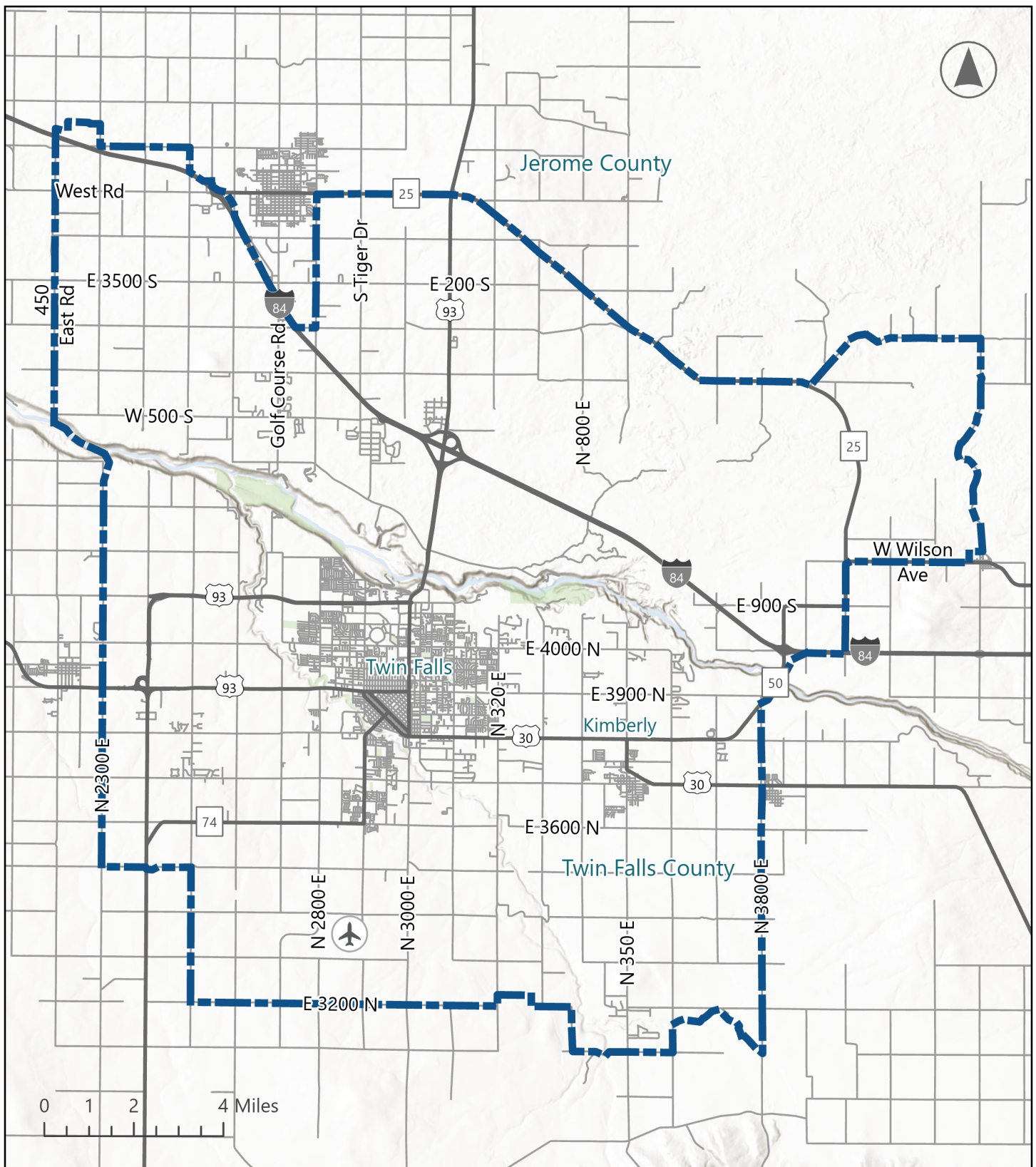
Regulatory Impact: N/A

History: N/A

Analysis: N/A

Conclusion: N/A

Attachments: *MVMPO Planning Area Map*



-  Twin Falls Regional Airport
-  Road
-  State Highway
-  Park
-  River

Metropolitan Planning Area





Date: Monday, November 17, 2025
To: Honorable Mayor and City Council
From: Trenton Essex, Staff Engineer

ACTION ITEM

Request:

Request for Council to consider authorizing the use of Water Reserves in the amount of \$2,980,000 for the Well #5 project and award the construction contract to Suburban Construction in the amount of \$2,395,826.

Time Estimate:

5 minutes

Background:

Four bids for the Well #5 project were received and reviewed by J-U-B Engineers and Staff for compliance with the administrative requirements of the Bid Documents. In 2020, Staff obtained a Special Use Permit for South Well #5. This permit was submitted and approved with a proposed chain link fence around the well house site, typical for our facilities in the area. During the bidding process, it was brought to our attention that the City Council had a recent preference for fencing around our City-maintained facilities. In an effort to give the Council an opportunity to decide on a fencing style, an addendum was issued to the bid documents to include that change. This was added to Additive Alternate Schedule B. Bids were opened on October 28, 2025, when we received two apparent low bidders depending on the inclusion of the Add Alternate Schedule B. Therefore, in the conclusion, you will find two options for approval of this project. In March, City Council approved \$3,500,000 in Water Reserve funding for this project. \$393,000 was obligated for engineering services and \$3,107,000 remains in reserves.

Approval Process:

Majority vote by City Council

Budget Impact:

Project would require funding from Water Reserves (161-51-10-470-73) in the amount of \$2,980,000 or \$3,355,000. \$3,107,000 of water reserves had been previously authorized by Council for this work and is still available in reserves.

Regulatory Impact:

N/A

History:

NA

Analysis:

NA

Conclusion:

Two award Choices:

Base Bid Only:

Authorize the use of Water Reserves in the amount of \$2,980,000 for the Well #5 project and award the construction contract to Suburban Construction in the amount of \$2,395,826.

OR

Base Bid + Alternate Schedule B:

Authorize the use of Water Reserves in the amount of \$3,355,000 for the Well #5 project and award the construction contract to Burks Excavation Corporation of Idaho in the amount of \$2,719,780.

Attachments:

1. 2025-11-7_SouthWell5_Ltr_City_BidResults



THE
LANGDON
GROUP



J-U-B ENGINEERS, INC.



GATEWAY
MAPPING
INC.

November 7, 2025

Trent Essex, El
Staff Engineer
203 Main Avenue East
Twin Falls, ID 83301

RE: Bid Review – City of Twin Falls South Well House No. 5 and Transmission Main Bid Results

Dear Trent,

Four bids for the City of Twin Falls South Well House No. 5 and Transmission main project were received and opened on October 28, 2250. Attached is a bid tabulation summarizing the unit prices and total bid amounts for each bidder. The following table summarizes the bid results and the engineer's estimate:

Bidder	Base Bid Schedule A	Additive Alternate Bid Schedule B	Base Bid Schedule A + Additive Alternate Bid Schedule B
Suburban Construction Management	\$2,395,826.00	\$366,886.55	\$2,762,712.55
Burks Excavation Corporation of Idaho	\$2,550,876.00	\$168,904.00	\$2,719,780.00
IMCO General Construction	\$3,541,140.00	\$298,860.00	\$3,840,000.00
GSE Construction Company	\$3,920,940.00	\$34,760.00	\$3,955,700.00
Engineer's Estimate	\$2,096,842.00	\$202,394.00	\$2,299,236.00

The bids were reviewed by J-U-B ENGINEERS, Inc. (J-U-B) and City staff for compliance with the administrative requirements of the Bid Documents. A summary review of each bid versus the bidding criteria is attached. The Public Works Contractor Licenses for each bidder have been listed in the summary, as registered with the State of Idaho Division of Occupational and Professional Licenses.

Per the Bid Form (Document 00410), the basis of award for the project will either be on Base Bid Schedule A or Base Bid Schedule A plus Additive Alternate Bid Schedule B (if Owner, at their discretion, elects to accept the additive bid alternate) that is the lowest responsive bid in total price, conforms with all the conditions of the Bid Documents, is in the best interest of the project, and is within the City's available budget. Based on our review, Suburban Construction Management appears to have submitted the lowest responsive bid in total price for Base Bid Schedule A and Burks Excavation Corporation of Idaho appears to have submitted the lowest responsive bid in total price for Base Bid Schedule A plus Additive Alternate Bid Schedule B.

If you have any questions, please don't hesitate to contact me.

HELPING EACH OTHER
CREATE BETTER COMMUNITIES

J-U-B FAMILY OF COMPANIES



THE
LANGDON
GROUP



J-U-B ENGINEERS, INC.



GATEWAY
MAPPING
INC.

Sincerely,

Mark Holtzen, PE
J-U-B ENGINEERS, Inc.

Enclosures:

- Bid Tabulation
- Bid Opening Checklist

cc: Lee Glaesemann, PE, Assistant City Engineer
Rob Bohling, Water System Superintendent
Jeff Malina, Water Supply Supervisor
Josh Elliott, PE, J-U-B ENGINEERS, Inc.

PROJECT: City of Twin Falls
South Well House No. 5 and Transmission Main



ENGINEERS: J-U-B ENGINEERS, Inc.
2114 Village Park Avenue, Suite 100
Twin Falls, Idaho 83301

BID DATE: October 28, 2025

BASE BID SCHEDULE A											
PAY ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	Suburban Construction Twin Falls, ID		Burks Excavation Corp. of Idaho Bellevue, ID		IMCO General Construction, Inc. Ferndale, WA		GSE Construction Company Livermore, CA	
201.4.1.E.1	Remove and Replace Retaining Wall	100	LF	\$63.00	\$6,300.00	\$63.00	\$6,300.00	\$70.00	\$7,000.00	\$50.00	\$5,000.00
201.4.1.E.1	Remove and Replace Tree	2	EA	\$4,950.00	\$9,900.00	\$2,490.00	\$4,980.00	\$2,550.00	\$5,100.00	\$5,000.00	\$10,000.00
201.4.1.F.1	Removal of Tree	1	EA	\$552.00	\$552.00	\$2,900.00	\$2,900.00	\$1,500.00	\$1,500.00	\$2,200.00	\$2,200.00
302.4.1.B.1	Rock Excavation	297	LF	\$249.00	\$73,953.00	\$72.00	\$21,384.00	\$200.00	\$59,400.00	\$200.00	\$59,400.00
307.4.1.A.1	Miscellaneous Surface Restoration (Natural Ground)	1,403	LF	\$5.00	\$7,015.00	\$4.00	\$5,612.00	\$3.00	\$4,209.00	\$10.00	\$14,030.00
307.4.1.A.3	Miscellaneous Surface Restoration (Sod)	254	LF	\$39.00	\$9,906.00	\$70.00	\$17,780.00	\$93.00	\$23,622.00	\$10.00	\$2,540.00
307.4.1.D.1	Type "C" Surface Restoration (Gravel)	354	LF	\$21.00	\$7,434.00	\$33.00	\$11,682.00	\$29.00	\$10,266.00	\$20.00	\$7,080.00
307.4.1.F.1	Type "P-1" Surface Restoration (Asphalt Roadway)	105	LF	\$148.00	\$15,540.00	\$150.00	\$15,750.00	\$110.00	\$11,550.00	\$80.00	\$8,400.00
307.4.1.F.1	Type "P-2" Surface Restoration (Asphalt Roadway)	914	LF	\$153.00	\$139,842.00	\$165.00	\$150,810.00	\$130.00	\$118,820.00	\$120.00	\$109,680.00
307.4.1.K.1	Bike Path Surface Restoration	80	LF	\$67.00	\$5,360.00	\$160.00	\$12,800.00	\$100.00	\$8,000.00	\$100.00	\$8,000.00
401.4.1.A.1	Water Main Pipe - 12" PVC	20	LF	\$337.00	\$6,740.00	\$195.00	\$3,900.00	\$460.00	\$9,200.00	\$900.00	\$18,000.00
401.4.1.A.1	Water Main Pipe - 16" PVC	1,706	LF	\$140.00	\$238,840.00	\$135.00	\$230,310.00	\$160.00	\$272,960.00	\$200.00	\$341,200.00
401.4.1.A.1	Water Main Pipe - 20" PVC	1,208	LF	\$170.00	\$205,360.00	\$130.00	\$157,040.00	\$170.00	\$205,360.00	\$200.00	\$241,600.00
401.4.1.A.1	Water Main Pipe - 30" PVC	143	LF	\$475.00	\$67,925.00	\$495.00	\$70,785.00	\$430.00	\$61,490.00	\$600.00	\$85,800.00
401.4.1.C.1	Connection to Existing Main - 12"	1	EA	\$9,383.00	\$9,383.00	\$2,900.00	\$2,900.00	\$4,900.00	\$4,900.00	\$9,900.00	\$9,900.00
401.4.1.C.1	Connection to Existing Main - 16"	2	EA	\$8,279.00	\$16,558.00	\$6,040.00	\$12,080.00	\$8,130.00	\$16,260.00	\$10,100.00	\$20,200.00
401.4.1.C.1	Connection to Existing Main - 36"	1	EA	\$75,617.00	\$75,617.00	\$30,650.00	\$30,650.00	\$41,000.00	\$41,000.00	\$58,800.00	\$58,800.00
401.4.1.D.1	Water Main Sleeve - 24"	20	LF	\$210.00	\$4,200.00	\$285.00	\$5,700.00	\$540.00	\$10,800.00	\$300.00	\$6,000.00
402.4.1.A.1	Valve - 12", Gate	1	EA	\$4,129.00	\$4,129.00	\$8,650.00	\$8,650.00	\$4,440.00	\$4,440.00	\$3,800.00	\$3,800.00
402.4.1.A.1	Valve - 20", Butterfly	2	EA	\$7,949.00	\$15,898.00	\$12,250.00	\$24,500.00	\$22,500.00	\$45,000.00	\$21,600.00	\$43,200.00
402.4.1.A.1	Valve - 30", Butterfly	1	EA	\$35,468.00	\$35,468.00	\$31,850.00	\$31,850.00	\$41,000.00	\$41,000.00	\$48,500.00	\$48,500.00
706.4.1.A.1	Standard 3 inch Rolled Curb and Gutter	120	LF	\$67.00	\$8,040.00	\$47.00	\$5,640.00	\$78.00	\$9,360.00	\$100.00	\$12,000.00
706.4.1.E.1	Concrete Sidewalk, 5" Thickness	120	LF	\$62.00	\$7,440.00	\$57.00	\$6,840.00	\$90.00	\$10,800.00	\$50.00	\$6,000.00
1103.4.1.A.1	Construction Traffic Control	1	LS	\$27,370.00	\$27,370.00	\$9,540.00	\$9,540.00	\$13,000.00	\$13,000.00	\$49,800.00	\$49,800.00
2010.4.1.A.1	Mobilization	1	LS	\$69,976.00	\$69,976.00	\$109,100.00	\$109,100.00	\$191,363.00	\$191,363.00	\$187,800.00	\$187,800.00
2040.4.1.D.1	Remove and Reset Fence	350	LF	\$32.00	\$11,200.00	\$44.00	\$15,400.00	\$34.00	\$11,900.00	\$100.00	\$35,000.00
SP-2125.1.5	Well House - Piping	1	LS	\$37,079.00	\$37,079.00	\$138,700.00	\$138,700.00	\$52,000.00	\$52,000.00	\$47,300.00	\$47,300.00
SP-2125.1.6	Well House - Pump and Motor	1	LS	\$299,460.00	\$299,460.00	\$332,900.00	\$332,900.00	\$918,000.00	\$918,000.00	\$561,000.00	\$561,000.00
SP-2125.1.7	Well Site - Flow Meter Vault	1	LS	\$28,069.00	\$28,069.00	\$27,650.00	\$27,650.00	\$38,000.00	\$38,000.00	\$36,800.00	\$36,800.00
SP-2125.1.8	Well House - Site Work and Grading (Includes Base Bid Fencing)	1	LS	\$62,182.00	\$62,182.00	\$104,283.00	\$104,283.00	\$180,000.00	\$180,000.00	\$45,600.00	\$45,600.00

PROJECT: City of Twin Falls
South Well House No. 5 and Transmission Main



ENGINEERS: J-U-B ENGINEERS, Inc.
2114 Village Park Avenue, Suite 100
Twin Falls, Idaho 83301

BID DATE: October 28, 2025

BASE BID SCHEDULE A											
PAY ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	Suburban Construction Twin Falls, ID		Burks Excavation Corp. of Idaho Bellevue, ID		IMCO General Construction, Inc. Ferndale, WA		GSE Construction Company Livermore, CA	
SP-2125.1.9	Well House - Yard Piping	1	LS	\$34,663.00	\$34,663.00	\$24,300.00	\$24,300.00	\$33,000.00	\$33,000.00	\$40,200.00	\$40,200.00
SP-2125.1.10	Well House - Structural	1	LS	\$120,899.00	\$120,899.00	\$198,800.00	\$198,800.00	\$295,000.00	\$295,000.00	\$698,190.00	\$698,190.00
SP-2125.1.11	Well House - HVAC	1	LS	\$19,838.00	\$19,838.00	\$71,000.00	\$71,000.00	\$20,000.00	\$20,000.00	\$45,500.00	\$45,500.00
SP-2125.1.12	Well House - Electrical	1	LS	\$289,081.00	\$289,081.00	\$286,100.00	\$286,100.00	\$520,000.00	\$520,000.00	\$110,900.00	\$110,900.00
SP-2125.1.13	Well House - Site Electrical	1	LS	\$25,124.00	\$25,124.00	\$25,250.00	\$25,250.00	\$14,000.00	\$14,000.00	\$588,900.00	\$588,900.00
SP-2125.1.14	Well House - Back-up Generator	1	LS	\$131,927.00	\$131,927.00	\$120,800.00	\$120,800.00	\$135,000.00	\$135,000.00	\$102,500.00	\$102,500.00
SP-2139.4.1.A.1	Construction Coordination	1	LS	\$174,653.00	\$174,653.00	\$18,250.00	\$18,250.00	\$5,000.00	\$5,000.00	\$97,300.00	\$97,300.00
SP-2216.4.1.A.1	Storm Water Management	1	LS	\$11,039.00	\$11,039.00	\$24,850.00	\$24,850.00	\$3,500.00	\$3,500.00	\$13,700.00	\$13,700.00
SP-2220.4.1.A.1	Waterway Crossing - "K Coulee"	1	LS	\$4,692.00	\$4,692.00	\$25,000.00	\$25,000.00	\$12,500.00	\$12,500.00	\$10,000.00	\$10,000.00
SP-2225.4.1.A.1	Permits and Licenses	1	LS	\$552.00	\$552.00	\$11,100.00	\$11,100.00	\$5,000.00	\$5,000.00	\$5,400.00	\$5,400.00
SP-2240.4.1.A.1	Air Valve Vault	2	EA	\$10,507.00	\$21,014.00	\$22,200.00	\$44,400.00	\$14,000.00	\$28,000.00	\$16,900.00	\$33,800.00
SP-3000.4.1.A.1	Dual Fiber Optic Conduit - 1.25"	3,192	LF	\$9.00	\$28,728.00	\$30.00	\$95,760.00	\$20.00	\$63,840.00	\$10.00	\$31,920.00
SP-3000.4.1.B.1	Fiber Optic Manhole	5	EA	\$5,376.00	\$26,880.00	\$5,370.00	\$26,850.00	\$4,000.00	\$20,000.00	\$11,600.00	\$58,000.00
Total Bid - Base Bid Schedule A:				\$2,395,826.00		\$2,550,876.00		\$3,541,140.00		\$3,920,940.00	

ADDITIVE ALTERNATE BID SCHEDULE B											
PAY ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	Suburban Construction Twin Falls, ID		Burks Excavation Corp. of Idaho Bellevue, ID		IMCO General Construction, Inc. Ferndale, WA		GSE Construction Company Livermore, CA	
401.4.1.A.1	Water Main Pipe - 24" PVC	1,208	LF	\$200.91	\$242,699.28	\$168.00	\$202,944.00	\$240.00	\$289,920.00	\$220.00	\$265,760.00
402.4.1.A.1	Valve - 24", Butterfly	2	EA	\$12,032.51	\$24,065.02	\$16,250.00	\$32,500.00	\$25,000.00	\$50,000.00	\$24,200.00	\$48,400.00
401.4.1.A.1	Water Main Pipe - 20" PVC (Deduct)	-1,208	LF	\$170.00	-\$205,360.00	\$130.00	-\$157,040.00	\$170.00	-\$205,360.00	\$200.00	-\$241,600.00
402.4.1.A.1	Valve - 20", Butterfly (Deduct)	-2	EA	\$7,948.08	-\$15,896.16	\$12,250.00	-\$24,500.00	\$22,500.00	-\$45,000.00	\$21,600.00	-\$43,200.00
SP-2125.1.8	Well House - Site Work and Grading (Includes only incremental increase for Additive Alternate Bid Fencing)	1	LS	\$321,378.41	\$321,378.41	\$115,000.00	\$115,000.00	\$209,300.00	\$209,300.00	\$5,400.00	\$5,400.00
Total Bid - Additive Alternate Bid Schedule B:				\$366,886.55		\$168,904.00		\$298,860.00		\$34,760.00	

Total Bid - Base Bid Schedule A + Additive Alt. Bid Schedule B:				\$2,762,712.55		\$2,719,780.00		\$3,840,000.00		\$3,955,700.00	
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Notes:

1. This table is a tabulation of the unit prices and total prices received from Bidders during the bidding process. It does not indicate nor convey the responsiveness of the Bid.

2. The highlighted cells denote that there was a mathematical error or omission in the written bid received from the Bidder.

City of Twin Falls South Well No. 5 Well House and Transmission Main
Bid Opening Checklist

28-Oct-25



Contractor:	Addendum #1	Addendum #2	Addendum #3	Bid Form Completed and Signed	Bid Bond	Listing of Subcontractors	Listing of Suppliers	Evidence of Authority to Sign	Evidence of Authority to do Business in Idaho	Public Works Contractor License	Affidavit of Payment and Securement of All Taxes	Base Bid Schedule A	Additive Alternate Bid Schedule B	Base Bid Schedule A + Additive Alternate Bid Schedule B	Public Works License - General	Comments
1 Suburban Construction Management LLC	x	x	x	x	x	x	x	x	x	x	x	\$2,395,826.00	\$366,886.55	\$2,762,712.55	073716-U-3-4	Checklist indicates "NA" for evidence to sign. Appears to be a single owner. We have assumed that an Idaho Public Works License is sufficient evidence of authority to do business in Idaho.
2 Burks Excavation Corporation of Idaho	x	x	x	x	x	x	x	x	x	x	x	\$2,550,876.00	\$168,904.00	\$2,719,780.00	022253-U-1-2-4	We have assumed that an Idaho Public Works License is sufficient evidence of authority to do business in Idaho.
3 IMCO General Construction, Inc.	x	x	x	x	x	x	x	x	x	x	x	\$3,541,140.00	\$298,860.00	\$3,840,000.00	12741-U	
4 GSE Construction Company, Inc.	x	x	x	x	x	x	x	x	x	x	x	\$3,920,940.00	\$34,760.00	\$3,955,700.00	26972-U	We have assumed that an Idaho Public Works License is sufficient evidence of authority to do business in Idaho.

A highlighted denotes that the bid item was incomplete, not included, or as otherwise noted in the Comments.

1 Suburban Construction Management LLC	Electrical Contractor HVAC Contractor Plumbing Contractor	Canyon Electric Company LLC dba Swift Water Construction Element Heating and Cooling LLC Extreme Excavation Inc	PWL: 067098-AA-4 PWL: 003715 PWL: PWC-C-16975	Electric: 2671068 HVAC: 003949 Plumbing:
2 Burks Excavation Corporation of Idaho	Electrical Contractor HVAC Contractor Plumbing Contractor	Canyon Electric Company LLC dba Swift Water Construction Paige Mechanical Group, Inc. Paige Mechanical Group, Inc.	PWL: 067098-AA-4 PWL: PWC-C-16671-AAA-4 PWL: PWC-C-16671-AAA-4	Electric: 2671068 HVAC: HVC-C-2876 Plumbing: 028496
3 IMCO General Construction, Inc.	Electrical Contractor HVAC Contractor Plumbing Contractor	Magic Valley Electric LLC Element Heating and Cooling Paige Mechanical Group	PWL: 015652-U-4 PWL: PW-033715-C-4 PWL: PWC-C-16671-AAA-4	Electric: ELE-C-33843 HVAC: 003949 Plumbing: 028496
4 GSE Construction Company, Inc.	Electrical Contractor HVAC Contractor Plumbing Contractor	Custom Electric Inc Trade Masters Construction LLC Trade Masters Construction LLC	PWL: PWC-C-12614 PWL: 044637 PWL: 044637	Electric: ELE-C-3774 HVAC: HVC-C-10113 Plumbing: PLB-C-13267



Date: Monday, November 17, 2025
To: Honorable Mayor and City Council
From: Mandi Thompson, Assistant to the City Manager

ACTION ITEM

Request:

Request to enter into negotiations with Starr Corp. for CM/GC services for the expansion of the animal shelter.

Time Estimate:

5 minutes

Background:

People for Pet's, the organization that operates the animal shelter for the City of Twin Falls, has been fundraising for several years to fund an expansion of the animal shelter that will include a cat colony, surgical suite and an additional canine kennel area. Because the building is owned by the City, staff will oversee the project. An RFQ was issued on September 2, 2025 and we received 9 responses to the solicitation. Those proposals were evaluated by a team of four and six firms were invited to interview on October 22. From that interview process, the top three firms were ranked - Starr Corp, Suburban Construction and HCC.

Staff is requesting Council approval to enter into negotiations with the top-ranked firm, Starr Corporation. If an agreement on CM fees and General Conditions and Requirements cannot be reached, we will move to the second ranked firm, Suburban Construction.

Approval Process:

Majority approval by Council.

Budget Impact:

None.

Regulatory Impact:

None.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends Council approve the request to enter into negotiations with Starr Corp. for CM/GC services on the expansion of the animal shelter.

Attachments:

None



Date: Monday, November 17, 2025

To: Honorable Mayor and City Council

From: Wendy Davis, Parks and Recreation Director, Parks and Recreation Director

ACTION ITEM

Request:

Consider a request to approve a Concession Agreement with Travis Hofland Golf, LLC to operate and manage the Twin Falls Golf Club, and authorize the Mayor to sign the Agreement.

Time Estimate:

Allow approximately 5 minutes for presentation, questions and deliberation.

Background:

On October 13, 2025, council approved a request for staff to enter negotiations with Travis Hofland Golf, LLC to operate and manage the Twin Falls Golf Club. Staff began negotiations and were able to come to mutually agreed upon terms. While most of the agreement language remains the same, the profit sharing section reflects a new percentage structure that will benefit both parties. The initial agreement will be in place for seven years, with the option to renew for an additional five years. Please see the attached Concession Agreement.

Approval Process:

A simple majority will approve this request.

Budget Impact:

Approval of this agreement will initiate a new profit sharing structure based on annual net revenue with City's share to be reinvested in golf course capital projects.

Regulatory Impact:

Upon approval, the Mayor will sign the contract which will go into effect January 1, 2026.

History:

N/A

Analysis:

N/A

Conclusion:

City Attorney has reviewed the agreement, and staff recommends council approve this request.

Attachments:

1. Twin Falls Golf Contract 2026-2032 FINAL

TWIN FALL GOLF CLUB CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT, made and executed this ___ day of _____, 2026, by and between the City of Twin Falls, a municipal corporation of Idaho, hereinafter referred to as the “City,” and Travis Hofland Golf, LLC, an Idaho limited liability company, hereinafter referred to as the “Concessionaire”;

WITNESSETH:

WHEREAS, the City of Twin Falls is the owner of the Twin Falls Golf Club, located within the corporate limits of the City; and

WHEREAS, the Mayor and City Council have determined that it is in the community’s best interest to enter into a Concession Agreement for the operation and management of the Twin Falls Golf Club; and

WHEREAS, the Mayor and City Council have selected Travis Hofland Golf, LLC as the Concessionaire to operate and manage the Twin Falls Golf Club under the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. GRANT OF CONCESSION. The City hereby grants to Concessionaire the exclusive privilege or Concession of maintaining and operating the Twin Falls Golf Club owned by the City and located within the corporate limits. During the period commencing January 1, 2026, and ending December 31, 2032, , the Concessionaire shall maintain and operate the Twin Falls Golf Club in accordance with and subject to the terms and conditions that follow herein. The Concessionaire shall have the option to renew this Concession Agreement for additional five-year (5) terms, upon terms mutually agreed to by the parties. The City and the Concessionaire agree to review the terms of this contract at any time during the term of this Concession Agreement, at the request of either party.

2. USE FOR GOLF PROGRAM. The Concession premises and the facilities, fixtures, furnishings, and equipment located therein and thereon shall be used by Concessionaire to conduct a golf program for the citizens of Twin Falls and for other golf patrons. Concessionaire may occasionally use the facilities for other activities, including, banquets, weddings, etc.

3. PAYMENT TO THE CITY.

- a) If the net profit is less than Fifty Thousand Dollars (\$50,000), the City shall reimburse the Concessionaire the difference between the net profit/loss and Fifty Thousand Dollars (\$50,000), with a maximum reimbursement of Seventy-Five Thousand Dollars (\$75,000).
- b) In the event net losses exceed the maximum reimbursement due to conditions beyond the control of the Concessionaire, the parties may negotiate reimbursement exceeding Seventy-Five Thousand Dollars (\$75,000).
- c) The Concessionaire shall pay the City forty percent (40%) of any net profit above One Hundred Thousand Dollars (\$100,001) but below Three Hundred Fifty Thousand Dollars (\$350,000).
- d) The Concessionaire shall pay the City fifty percent (50%) of any net profit above Three Hundred Fifty Thousand Dollars (\$350,001).
- e) For purposes of this Agreement, the Concessionaire's revenue from lessons and prize money in golf tournaments shall not be included in the golf course's revenue.
- f) For purposes of this section, the term "expenditures" shall not include any payments for the Concessionaire's personal expenses, income taxes, and profit-sharing expenses. These expenses shall not be included in the calculation of income for profit sharing calculations.
- g) For purposes of this section, the term "expenditures" shall not include any payments to members of the Concessionaire or persons related by blood or marriage.

These provisions shall remain in effect for the duration of the Agreement unless otherwise amended in writing by mutual consent of the parties.

4. PERIOD OF OPERATION. Weather or course conditions permitting, the Concessionaire shall operate the Concession from dawn to dusk, seven (7) days per week from

January 1 to December 31 each year. It is the expectation of the city that the Concessionaire will operate the course to achieve maximum play. The concessionaire may close the operation due to inclement weather, related lack of play at the course or agreed upon holidays.

5. SCOPE OF CONCESSIONS TO BE PROVIDED: The scope of this Concession includes a License to go upon and use the Concession premises for the purpose of conducting a golf program, with the necessary rights and responsibilities thereon.

A. CONCESSIONAIRE DUTIES:

- (1) Provide player development programs, including adult and junior instructional programs.
- (2) Provide group and individual lessons.
- (3) Provide pro shop operations, including the sale of golf merchandise, supplies and equipment.
- (4) Provide golf club repair services and an adequate number of power carts and pull carts for rental purposes to meet demand. Carts must be maintained and replaced as needed in order to ensure they are clean, presentable and in good working condition. .
- (5) Solicit, facilitate, and provide tournament play, league play and other special golf events.
- (6) Provide support and assistance for organized local men's and women's golf associations.
- (7) Coordinate with the local high schools for team practices, matches and tournaments, giving preference to Twin Falls School District #411.
- (8) Provide starter services, course marshalling, and tee time reservations.
- (9) Enforce PGA, IGA and local golf course rules.
- (10) Manage and oversee golf course security providing a safe environment for the golfing public and employees
- (11) Provide a quality food and drink concession operation, including beer, wine and liquor sales upon obtaining appropriate licenses from the State and local authorities.
- (12) Promote and market the golf facility.

- (13) Assist with planning and coordination of capital improvements and renovation to the golf course and/or facilities.
- (14) Provide all necessary supplies, materials, equipment and appropriate staff necessary to manage, operate and maintain the golf course and facility.
- (15) Provide donated golf to the Twin Falls School District, City employees' discounts, and green fee waivers for four tournaments.
- (16) Develop an operations budget.
- (17) Provide a beverage cart for major tournaments and special events and as needed on weekends during the summer months.
- (18) Marketing/Publicity: On or before the start of each succeeding golf season thereafter, Concessionaire shall, with approval of the Parks and Recreation Director , provide an action plan to increase the number of rounds of play; improve the quality of tournament/league play; retain the amount of golfing customers; and promote the facilities to new golfing customers, or any other identified priorities.

B. MAINTENANCE AND COURSE STANDARDS

The Concessionaire will ensure the Twin Falls Golf Club is maintained in a manner outlined below.

- (1) Concessionaire agrees to maintain the buildings, grounds, and golf course as set forth herein, and to mutually agreed-upon standards to be determined by the parties.
- (2) The Concessionaire will develop and annually provide to the Parks and Recreation Director a Schedule of routine daily, monthly and annual maintenance of the golf course (including but not limited to, trash removal, general cleaning, tree care, fairway, tees, and greens mowing; changing cups on greens; bunker maintenance; fertilizer, chemical and snow mold protection application; and weed control).
- (3) Any deviation from maintenance standards must be approved in writing by the Parks & Recreation Director.
- (4) Concessionaire will exercise reasonable efforts to maintain a clean, sanitary facility throughout the hours of operation.

(5) Maintenance Standards.

(a) Concessionaire is required, at its sole cost and expense, to maintain and operate the golf course and facilities in good safe, and playable condition in accordance with industry best practices as well as city ordinances, specifications, and building/safety codes. This includes the maintenance and repair of the golf course; all interior and exterior structures; building systems; utility systems and connections; equipment; restrooms; paved areas; irrigation systems; course features; landscaping and natural areas; fencing; lighting; sidewalks; monuments; and fixtures. Concessionaire will be required to perform maintenance services at no less than the frequencies identified in the standards and specifications mentioned above.

Landscape Maintenance equipment belonging to the City of Twin Falls shall be repaired by ASE certified mechanics only. Concessionaire staff is responsible for general equipment maintenance to include safety checks, lubrication, tire pressure, cleaning, sharpening, and visual component inspections. Part replacement or other specialized services shall be performed by a mechanic either hired or contracted by the concessionaire, or scheduled at the City Shop.

(b) The Concessionaire shall be generally responsible for maintenance of structural and mechanical components and equipment permanently attached to the Concession premises, including roofs, walls, foundations, heating, ventilation, cooling plant, plumbing and electrical systems, pumps and motors. The Concessionaire shall also be responsible for the repair and maintenance of roads, walks, bridges, parking areas, fixtures and furnishings.

(c) The City will be responsible for all capital improvements to the clubhouse, irrigation system, parking lot, road to the golf course, the course itself, and purchase of maintenance equipment (mowers, tractors, vehicles, and other similar equipment), as described in Section C 18, unless otherwise agreed upon in writing.

- (d) Concessionaire shall be expected to provide an adequate staff to maintain the golf course and facility in excellent physical condition and appearance. Staff shall be trained to operate golf course vehicles and equipment in a safe manner.
- (6) Greens Maintenance. Maintain all greens according to acceptable playability and industry standards, based on the following minimum standards:
- (a) Change cups a minimum of four (4) times per week (leniency on this requirement will be given on a few of the smaller greens that have minimum pin placement locations available) during the active growing season. (“Active growing season” will be defined throughout this document as May through September.) It is recommended that cups will be changed more than this minimum requirement during the peak growing season to lessen compaction of the greens.
 - (b) Greens will be mowed between .100 and .140, or a different length as may be agreed upon by the parties based upon the condition of the greens and the time of year.
 - (c) The greens should be verti-cut or groomed once per month or as needed to control mat and thatch buildup.
 - (d) Aerate greens at least once per year (recommended twice per year) and remove plugs if core aeration is used.
 - (e) An ISDA Certified Applicator will treat greens with proper chemicals to control insects, disease, weeds and other pests. Apply fungicide as needed and/or other recommended measures to control snow mold and reduce winter desiccation based on a reasonable treatment program approved by the Parks and Recreation Director. Concessionaire will be responsible to monitor greens for signs of snow mold and other problems. If problems or snow mold are identified, immediate corrective action shall be taken by the Concessionaire.
 - (f) Fertilize greens three (3) times per season or as needed to maintain healthy and uniform growth of the turf.

(g) A soil analysis of greens shall be conducted as needed and a fertilization program shall be adopted based on such soil analysis. Such soil analysis should be performed by a qualified vendor as approved by the Parks and Recreation Director.

(h) Any damaged areas of the greens will be seeded or sodded to correct the problem area.

(7) Tee Maintenance. Maintain all tees according to acceptable industry standards, based on the following minimum requirements:

(a) Keep ball washers filled with water to proper level as needed. (Washers will not be filled during months that freezing is likely.) Provide towels at ball washers. Towels will be replaced when dirty or missing. Tee markers will be moved a minimum of three (3) times per week during the active growing season or as needed to ensure adequate teeing area with quality turf.

(b) Tees will be mowed to ½ inch or less during the active growing season or a different length as may be agreed upon by the parties depending on the condition of the tees and the time of year. Tees will be mowed during the active growing season as needed so that the turf does not exceed the designated height.

(c) Aerate tees and top dress at least once per year or as needed to maintain healthy turf.

(d) An ISDA Certified Applicator will treat with chemicals to control insects, disease, weeds and pests as needed.

(e) Apply fertilizer two (2) times per year or as needed to maintain healthy and uniform growth of the turf.

(8) Fairway Maintenance. Maintain all fairways according to acceptable industry standards, based on the following minimum requirements:

(a) Mow fairways to ½ inch to ¾ inch during the active growing season or a different length as may be agreed upon by the parties depending on the turf condition and the time of year. Fairways will be mowed during the active growing season as needed so that the turf does not exceed the designated height.

- (b) Over-seed and top dress (or sod) worn or barren areas of the fairway as needed.
- (c) An ISDA Certified Applicator will treat turf with chemicals to control weeds, disease, insects and other pests as necessary to maintain healthy turf.
- (d) Apply fertilizer once per year or as needed to maintain healthy turf quality.
- (e) Aerate fairways as needed to ensure quality turf.

(9) Roughs:

- (a) Roughs will be mowed as needed to achieve desired height.
- (b) Roughs will be chemically treated by an ISDA Certified Applicator to control weeds, diseases, insects and other pests.
- (c) Apply fertilizer as needed to maintain healthy turf quality.

(10) Natural Areas.

- (a) Natural areas will be chemically treated by an ISDA Certified Applicator to control weeds, diseases, insects and other pests.
- (b) Irrigation of natural areas is limited to keeping the vegetation alive and healthy.

(11) Accessory Equipment. Maintain all golf course accessory equipment in a clean, safe, functioning condition at all times, and replace equipment and/or materials as necessary and within a reasonable amount of time. This includes, but is not limited to the following:

- (a) All signs;
- (b) Tee benches;
- (c) Tee markers;
- (d) Ball washers, including tee towels;
- (e) Out of bounds markers;
- (f) Greens flags, poles and cups;
- (g) Practice greens markers and cups;
- (h) Trash receptacles; and
- (i) Cleat brushes.

(j) Conduct necessary maintenance on drinking fountains and the leader board signs to keep them in an acceptable, presentable condition.

(k) Proper course-identification signs shall be erected upon the Concession premises by the Concessionaire, and shall be maintained in good condition. Such signs shall be constructed and displayed in accordance with the Twin Falls Municipal Code.

(12) Irrigation. Maintain entire irrigation systems, replacing parts as necessary, to ensure that mainlines, valves, lateral lines, sprinkler heads and controllers are in good repair, functioning properly and conforming to manufacturer's specifications. Irrigate as required to maintain adequate moisture for turf growth and appearance. Adequate soil moisture shall be determined by visual observation, plant resiliency and examination of cores by soil probe or other moisture content devices.

(a) Consideration must be given to soil texture, structure, water holding capacity, drainage, compaction, precipitation rate, runoff, infiltration rate, percolation rate, evapotranspiration, seasonal temperatures, prevailing wind conditions, time of day or night, and type of turf and root structure. Consideration of the above factors may require hand watering and manual watering in certain areas.

(b) Monitor all systems within the golf course premises and correct for coverage on a weekly basis or more frequently and adjust as necessary.

(c) Inspect irrigation controls on a weekly basis or more frequently and adjust as necessary to ensure adequate irrigation.

(d) Perform regular checks for and remedy leaks in a timely fashion.

(e) In the event of an emergency shortage of available city water, the Concessionaire will be required to adhere to all directives and restrictions imposed by the City regarding water consumption. If water use is restricted, available water shall be distributed according to the following priority: (1) greens; (2) tees; (3) fairways; and (4) other turf and landscape areas.

(13) Other Maintenance Requirements.

- (a) Daily removal of litter from the golf course, including the golf course proper, maintenance yard, landscaped areas and driving range. Remove all trash and debris resulting from golf course maintenance as it occurs. Clean, repair and replace trash receptacles as necessary to maintain clean, safe and sanitary conditions. No major construction projects may occur on the Concession premises unless preceded by notice to and written permission from the City's Parks and Recreation Director.
- (b) Maintain all landscaped areas, flower and shrub beds, groundcover planting areas in a manner to promote healthy growth and a pleasing appearance.
- (c) Maintain all trees in a safe, healthy and aesthetically pleasing appearance. All tree planting, pruning, diagnosis, and risk assessment to be performed by a certified arborist. All tree care will adhere to the City Tree Ordinance (Section 8 Chapter 4) and Arboricultural Specifications and Standards Guide. All fallen branches and tree debris will be removed from the turf areas as necessary
- (d) Maintain all sand traps in raked, edged and weed-free condition. Replace sand and rakes as necessary.
- (e) Control rodents and other animal pests to protect destruction of turf and plants on the golf course property.
- (f) Maintain parking lots, driveways, walkways and cart paths in a clean, edged, safe and weed-free condition.
- (g) All buildings, including clubhouse, maintenance and storage buildings will be maintained in a manner to keep them clean, orderly, safe, operational and conforming to all laws and regulations.

C. FINANCIAL REPORTING AND ACCOUNTING RESPONSIBILITIES:

- (1) Collect all golf course fees.
- (2) Provide quarterly financial information to the Parks and Recreation Director and Chief Financial Officer by the 20th of the following month, detailing revenues and expenditures for each category.

(3) Concessionaire will provide information each quarter of the season to the Parks and Recreation Director and Chief Financial Officer. Such report shall include the following: All charges for green fees (9 and 18 hole), passes sold in each category, cart rentals, cart storage, punch cards, tournament/special event information.

6. USE OF CITY'S FIXTURES, FURNISHINGS AND EQUIPMENT. The License granted hereunder includes exclusive right to manage and use the facilities, fixtures, and furnishings owned by the City of Twin Falls and currently located on the Concession premises. All golf course equipment can only be used on the golf course or other City facilities. Said furnishings and equipment are listed as "City Owned," in Exhibit "A," attached hereto and incorporated herein. The Concessionaire shall provide all additional facilities, fixtures, furnishings and equipment and personal property necessary for the operation of a golf program. Said furnishings and equipment are listed as "Concessionaire Owned," in Exhibit "A". Any additional facilities, fixtures, furnishings and equipment and personal property not listed as Concessionaire Owned in Exhibit "A," but located upon the golf courses, is property of the City of Twin Falls. At least once each year, a physical inventory of the City's fixtures, furnishings, and equipment shall be taken and a copy delivered to the City Parks and Recreation Director. The Concessionaire shall notify the City of any missing items or any discrepancies found regarding the inventory lists.

Upon termination of this Concession Agreement, all fixtures and furnishings owned by the City shall remain on the premises. Concessionaire shall return all City-owned fixtures and furnishings in as good of a condition as said fixtures and furnishings were in as of the date of this Agreement, reasonable wear and tear excepted.

Nothing herein shall preclude the City's right to permit use of the facility or the realty or any City-owned items, including fixtures, furnishings, equipment, and/or personal property during the off-season in any manner which will not cause damage to the Concession premises (such as setting up a cross-country ski course). Concessionaire shall be given advanced notice of such activities and an opportunity to object if Concessionaire believes damage will occur.

Furthermore, the City reserves the right to carry out any redesign, remodeling, reconstruction, or new construction on the Concession premises which it deems advantageous to

the long-term operations of the facilities, if such modification can be accomplished without substantial interference with the Concessionaire operations.

The timing, extent, and nature of any improvements shall be solely within the discretion of the Mayor and Council of the City.

7. QUALITY AND COST OF GOLF SERVICES. The Concessions herein granted to maintain the Concession premises and operate a golf program thereon are to be carried out at the Concessionaire's own cost, risk, profit, and expense.

Proposed Rate Increases: Increases exceeding ten percent (10%), shall be presented to the City Council for approval

The Concessionaire agrees that the character of services shall be the best obtainable and shall give priority consideration to the public's convenience and continual use of the premises in a sanitary and orderly manner. The City expressly reserves the right to object to the character of services and the condition of the Concession premises and/or the facility, fixtures, furnishings, and equipment located therein and thereon, and to order the objectionable services and conditions discontinued or remedied at the Concessionaire's expense.

8. ACCEPTANCE OF PREMISES BY CONCESSIONAIRE. The Concessionaire has accepted the premises as is. Upon the conclusion of this Concession Agreement, the Concessionaire agrees to return the premises and the facilities, fixtures, furnishings, and equipment not owned by the Concessionaire to the City in a condition as good as, or better than, when accepted by the Concessionaire, reasonable wear and tear excepted.

9. CITY'S RIGHT TO MAINTAIN PREMISES. The City reserves the right to enter upon the Concession premises at any reasonable time in order to ensure compliance with the terms of this Concession Agreement. The City reserves the right to inspect, investigate, and survey the Concession premises as deemed necessary, and reserves the right to do any and all work of any nature necessary for preservation, maintenance, and operation of the premises. The Concessionaire shall be liable for all expenses incurred by the City for work done by the City in order to preserve, maintain, and operate the Concession premises, when, after giving notice of default as provided in paragraph 26, such work is necessary to remedy the Concessionaire's negligence or non-compliance with the terms of this Concession Agreement.

10. **PARKS AND RECREATION COMMISSION:** Concessionaire shall report to the Parks and Recreation Commission monthly and annually the following information regarding play: a summary of daily attendance, greens fees, season passes, cart usage, and tournament/special events.

11. **UTILITY SERVICE PAYMENTS.** The Concessionaire shall pay all charges for gasoline, heating oil, and natural gas, used in the clubhouse/pro shop, electricity, garbage collection, and all other commodities and utility services provided to the Concession premises, except telephone lines and related phone services.

Concessionaire shall be responsible for all costs associated with the maintenance of the infrastructure/utility lines inside the boundaries (property lines) of the golf course

12. **COMPLIANCE WITH LAWS.** The Concessionaire shall strictly comply with all Federal, State and local laws, rules, regulations, and ordinances, including, but not limited to, those described in Appendix D of this Agreement, and those governing the distribution or sale of beer, wine or liquor. The Concessionaire agrees not to permit or allow any illegal business, trade or occupation in or on the Concession premises and shall not permit the premises to be occupied by or used for any immoral or illegal purposes.

13. **INDEMNIFICATION.** Concessionaire agrees that it will at all times maintain Worker's Compensation coverage for the benefit of its employees, and adequate liability and property damage insurance as specified in Section 14 below covering the activities of the Concessionaire, its agents, servants and employees, on the leased premises. Concessionaire further agrees to defend, indemnify, and save the City, its agents, employees and public officials, harmless from any and all claims or causes of action of any nature whatsoever arising out of the activities and operations of the Concessionaire, its agents, servants, invitees, officers, and employees, in connection with this Concession Agreement.

14. **INSURANCE.** In order to effectuate the foregoing indemnification provisions, the Concessionaire shall maintain insurance coverage as follows:

(A) Concessionaire shall purchase public liability insurance in the amount of \$1,000,000 combined single limit to protect the City from any and all public liability claims. The City shall be named as an additional insured or be acknowledged by the Concessionaire's

insurance carrier as a covered entity under the terms of said policy. Moreover, the Concessionaire is required to put its surety on notice that said surety may not change or cancel the existing insurance policy with the Concessionaire without first giving the City at least thirty (30) days written notice.

(B) The Concessionaire shall purchase personal property insurance in an amount sufficient to insure any and all of its personal property which might be used in Concessionaire's operation of the business.

(C) The Concessionaire shall purchase Worker's Compensation insurance or the equivalent as required by Idaho Code.

(D) A Certificate of Insurance evidencing compliance with the foregoing insurance requirements shall be filed with the Deputy City Clerk prior to or at the time of execution of this Concession Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section 13 "Indemnification." The Concessionaire's failure to maintain insurance shall be a basis for immediate termination of this Concession Agreement.

15. PAYMENT OF TAXES. The Concessionaire shall pay all taxes, if any, which may be imposed by proper authority upon the Concessions, the Concession premises, or the facilities, fixtures, furnishings, equipment and personal property therein and thereon, including, if applicable, ad valorem, income, sales, and payroll taxes. Income and personal taxes, similar to the calculation of personal and profit-sharing expenses, shall not reduce the net income for profit sharing calculation shown in Exhibit B. However, nothing herein shall preclude the Concessionaire or the City from challenging in good faith the validity of any tax imposed upon the Concessions, the Concession premises, the facilities, fixtures, furnishings, equipment, or personal property therein and thereon.

16. PAYMENT OF BILLS. The Concessionaire shall promptly pay all bills arising from the Concessionaire's operation of this Concession. It is expressly understood that the Concessionaire is a licensee, concessionaire, and independent contractor of the City. As such, the City shall in no way be responsible for any bills or obligations whatever incurred by the Concessionaire in the operation of the Concessions under this Concession Agreement.

17. ACCOUNTING RECORDS. The Concessionaire shall provide the City with a full, true and correct account of all its receipts and disbursements. The Concessionaire shall record all daily sales which record shall identify the date of sale and the amount of each transaction. The Concessionaire shall provide the City Financial Officer with a profit and loss statement, and a balance sheet prepared in accordance with the generally accepted accounting principles, covering each annual season, by an independent public accountant, no later than March 31 of each year.

(A) The City's agents shall have the right, at all reasonable times, to examine and inspect the above records and other books and records of the Concessionaire bearing upon or connected with the Concession Agreement, to determine the Concessionaire's compliance with the provisions of this Concession Agreement. The City will keep the information in the financial reports confidential unless the City is required to reveal said information pursuant to Court Order, the State of Idaho Public Records Law, or the Federal Freedom of Information Act.

(B) The City has the right, upon reasonable advance request, to perform at its expense an independent audit of Concessionaire's financial records. Concessionaire shall cooperate with the City in effectuating the independent audit of its financial records.

18. CAPITAL EXPENDITURES VS. OPERATING AND MAINTENANCE COSTS

(a.) It is the intent of the parties that capital expenditures shall be the obligation of the City and the "day-to-day" maintenance costs shall be the obligation of the Concessionaire unless otherwise agreed upon in writing. For example, a remodel of the restroom facilities would be a capital expenditure but the repair of a sink or toilet fixture would be a "day-to-day" maintenance. Capital expenditure as used herein shall be defined as any expenditure that extends the life of a City structure or golf course systems such as the irrigation system, and includes structural damage repairs, the expansion of structures or systems, the remodel of structures or systems, the replacement of mainline or lateral irrigation lines, and the complete asphalt overlay of the parking area. In the event of a dispute between the parties regarding the classification of an expense as either a "day-to-day maintenance expense" or a "capital expenditure," the parties

agree to negotiate with each other in good faith to resolve the dispute in a fair and equitable manner.

(b.) Any equipment purchased by the City of Twin Falls shall remain the property of the City, and shall be leased to the Concessionaire based on the length of the contract.

(c.) Any recommended capital improvements must be pre-approved by the Director and included in the City's annual budget.

21. PERMITS AND LICENSES. The Concessionaire shall obtain and maintain at its own expense any permits and licenses that may be required by competent authority for the operation of this Concession.

22. CONSEQUENCES OF FRAUD. If, as a result of any audit or other investigation, fraud, or other legal misconduct can be established against any employee of the Concessionaire, then, upon notice in writing by the City setting forth the circumstances relative to the fraudulent action or misconduct, the Concessionaire shall immediately discontinue the services of that employee. If it is established that the Concessionaire took fraudulent action by not making a proper accounting as required anywhere in this Concession Agreement, then such action shall be just cause for immediate termination of this Concession Agreement. Such termination shall not release the Concessionaire from payments required to the City, which may have accrued.

23. NON-DISCRIMINATION. The Concessionaire shall fully comply with the Federal Equal Employment Act and other State and Federal laws requiring the fair, equal, and non-discriminatory treatment of all persons without regard to race, color, religion, sex, age or national origin. The Concessionaire represents, certifies and agrees that no person shall be denied or refused service or full or equal use of the facilities, nor denied employment opportunities by the Concessionaire, as a result of race, creed, color, religion, sex, age, national origin, ancestry, physical or mental handicap unrelated to ability, or marital status.²⁴.

CONCESSIONAIRE'S INDEPENDENT CONTRACTOR STATUS. It is understood and acknowledged by the parties that the relationship of the Concessionaire to the City is that of an independent contractor. The Concessionaire shall have no authority to employ any person as an employee or agent for or on behalf of the City for any purpose. Neither the Concessionaire

nor any person engaging in any work relating to this Concession, at the request of or with the consent of the Concessionaire, shall be deemed an employee or agent of the City, nor shall any such person or persons represent himself, herself, or themselves to others as an employee or agent of the City.

When ordering any goods or services for this Concession, the Concessionaire shall place such order in its own name or business name and not in the name of the City. The Concessionaire shall notify its vendors of the independent relationship between the parties to this Concession Agreement and shall advise its vendors that the Concessionaire is solely responsible for the goods or services purchased.

25. CONCESSIONAIRE’S EMPLOYEES. The Concessionaire shall operate this Concession personally or shall employ sufficient and qualified personnel to operate the Concession in a businesslike manner. The golf course shall be staffed with at least one (1) Class A PGA Professional, along with other personnel adequate for the operation of the restaurant, driving range, and pro shop. In the event of a voluntary or involuntary termination of a Class A PGA Professional or Class A GCSAA member that places Concessionaire out of compliance with this paragraph, Concessionaire shall immediately exercise its best efforts to come into compliance with this paragraph. The Parks and Recreation Director may waive, in whole or in part, the requirements of this paragraph 25.

Safety of Concessionaire’s employees shall be a primary concern of the Concessionaire. All employees shall be provided necessary safety training and equipment,

26. PARKS AND RECREATION DIRECTOR CITY’S REPRESENTATIVE. The Parks and Recreation Director shall represent and manage the City’s interest in the Concession premises. The Director may make reasonable written requests regarding the operation of this Concession to ensure compliance with the terms of this Concession Agreement, with which requests the Concessionaire shall comply.

27. NON-ASSIGNMENT. This Concession Agreement shall not be assigned in whole or in part nor shall the Concession premises or any part thereof be sublicensed, nor shall any right or privilege herein granted to the Concessionaire be sold, transferred or assigned, without the prior written approval of the City Council. Any such transfer, sale or assignment, whether voluntary

or involuntary, without the written approval of the City Council, shall be void and shall constitute grounds for the cancellation of this Concession Agreement at the option of the City Manager.

28. MODIFICATIONS OF LICENSE. This Concession Agreement sets forth all of the agreements between the parties hereto, and no change, modification, or amendment thereof shall be valid and binding unless set forth in writing and signed by the City and the Concessionaire.

29. TERMINATION.

(A) If, in the judgment of the City, the Concessionaire breaches or is in default of any term of this Concession Agreement, the City shall give the Concessionaire written notice specifying with reasonable particularity the unsatisfactory performance or default. If such breach or default is capable of being remedied and the Concessionaire fails or refuses to take reasonable steps to remedy such unsatisfactory performance or default within fifteen (15) days after receipt of said notice, the City may terminate this Concession Agreement. If such breach or default is incapable of being remedied, the City may, as a matter of right, terminate the Concession Agreement granted herein upon written notice to Concessionaire of the breach or default.

(B) If, in the judgment of the Concessionaire, the City breaches or is in default of any term of this Concession Agreement, the Concessionaire shall give the City written notice specifying with reasonable particularity the unsatisfactory performance or default. If such breach or default is capable of being remedied and the City fails or refuses to remedy such unsatisfactory performance or default within fifteen (15) days after receipt of said notice, the Concessionaire may seek whatever remedy is available at law or in equity.

(C) Notwithstanding the foregoing, Concessionaire and the City shall have the absolute right to terminate this agreement by giving written notice to the other Party one hundred eighty (180) days in advance of the termination.

30. DESTRUCTION OF PREMISES. In the event the Concession premises are damaged by fire or other casualty to such an extent that the continued use of the premises by the Concessionaire is not desirable, the City or the Concessionaire may immediately terminate this

Concession Agreement. The City may, but is not obligated to, repair or rebuild the Concession premises. In that event, if any portion of the original Concession Agreement period remains, the Concessionaire, upon written notice, shall resume operation of the Concession in accordance with this Concession Agreement. The Concessionaire may apply to the City Council for payment relief if a destruction event occurs on the licensed premises.

31. REMOVAL OF PROPERTY ON TERMINATION. In the event this Concession Agreement expires or is terminated as herein provided, the Concessionaire shall immediately vacate the Concession premises and shall remove (a) all fixtures and personal property not on the inventory in Exhibit “A,” (b) all fixtures and personal property not purchased to replace such inventory in Exhibit “A,” and (c) all fixtures and personal property in which Concessionaire holds actual title. Should the Concessionaire fail to remove or dispose of such property as herein provided, the City may consider it abandoned and may claim proper title to it or dispose of the same at the Concessionaire’s expense.

The Concessionaire shall quit and surrender the said premises and shall leave the City’s fixtures, equipment, furnishings, and personal property in as good or better condition as when accepted by the Concessionaire, reasonable wear and tear excepted. Removal of any fixtures and improvements attached to the structures on the Concession premises shall not leave the structures in a worse condition than at the time of the execution of this Concession Agreement.

Concessionaire shall transfer the liquor license to the City upon termination.

32. LIENS AND ENCUMBRANCES. The Concessionaire shall keep the Concession premises, including all City-owned facilities, City-owned furnishings, City-owned fixtures, City-owned equipment and other City-owned property therein and thereon, free and clear from any liens and encumbrances arising from or growing out of the Concessionaire’s use of the Concession premises. At the City’s request, the Concessionaire shall furnish the City’s Chief Financial Officer written proof of payment of any item which might constitute the basis for such a lien on the premises, facilities, fixtures, furnishings, equipment or other property.

33. TERMINATION UPON BANKRUPTCY. Except, to the extent prohibited by applicable law, upon the occurrence of any one or more of the following events the Concession Agreement granted herein shall be deemed to have terminated automatically:

- (A) The filing by the Concessionaire of the voluntary Petition in bankruptcy or the making of an assignment for the benefit of creditors; or
- (B) The filing of an involuntary bankruptcy Petition against the Concessionaire that is not withdrawn or dismissed within ten (10) days; or
- (C) A consenting by the Concessionaire to the appointment of a receiver or trustee of all or part of the Concessionaire's assets; or
- (D) The filing by the Concessionaire of a Petition or Answer seeking an arrangement or reorganization under the Federal Bankruptcy Act or any other applicable State or Federal law; or
- (E) The filing by the Concessionaire of a Petition to take advantage of any insolvency law or act.

34. NON-WAIVER OF BREACH. The waiver by the City of any breach by Concessionaire of any provision contained in this Concession Agreement shall not be deemed to be a waiver of such provision or any subsequent breach of the same. The acceptance of any payment by the City shall not be deemed to be a waiver of any prior occurring breach by the Concessionaire regardless of knowledge by the City of such prior existing breach at the time of accepting such payment.

35. WRITING IS ENTIRE AGREEMENT. This Concession Agreement constitutes the entire agreement between the parties. No evidence of any prior or contemporaneous agreements, written or oral, may be used to modify the express terms of this writing.

36. SEVERABILITY. If any provision or portion of any provision of this Concession Agreement shall be deemed illegal or unenforceable by a Court of competent jurisdiction, the unaffected provisions or portions thereof shall remain in full force and effect.

37. JURISDICTION AND VENUE. Any action or proceeding relative to this Lease Agreement shall be maintained in the District Court, Fourth Judicial District, County of Twin Falls, State of Idaho.

38. NOTICE. All notices under this Concession Agreement shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

City of Twin Falls
Attn: Parks and Recreation Director
P.O. Box 1907
Twin Falls, ID 83303-1907

Travis Hofland Golf, LLC.
Attn: Travis Hofland
4705 N Morpheus Pl
Meridian, ID 83646

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed on the first attempted delivery by the United State Post Office.

39. ATTORNEY'S FEES UPON BREACH. In the event it becomes necessary for either party to enforce the terms of this Concession Agreement, the prevailing party shall be awarded by a sum which will reasonably compensate it for the attorney fees and costs incurred by such party to enforce the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Concession Agreement by and through their authorized representatives the day and year first-above written.

CITY OF TWIN FALLS, a municipal corporation of
Idaho

RUTH PIERCE, Mayor

ATTEST:

Deputy City Clerk

Travis Hofland Golf, LLC.

TRAVIS HOFLAND, President

STATE OF IDAHO)
 :ss
County of Twin Falls)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Travis Hofland, the authorized agent for Travis Hofland Golf, LLC, a Limited Liability Company, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he 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.

(SEAL)

NOTARY PUBLIC FOR IDAHO

Residing in: _____

My Commission Expires: _____

EXHIBIT "A"

INVENTORY OF FACILITIES AND EQUIPMENT

The City of Twin Falls is the owner of all of the existing buildings, including all the fixed equipment. Fixed equipment includes but is not limited to HVAC equipment, bathroom/plumbing fixtures, counters, grill hood and fire suppression equipment, etc.

In addition to the above-named items, the City of Twin Falls owns the following equipment in the concession area: Refrigerator, freezer, keg cooler, sandwich cooler, ice machine, stove, and oven.

The City Also owns all benches on the course

The following is an inventory of Twin Falls Golf Club Fixed Assets as of January 1, 2026

City Owned			
Year	Description	Vin #	
1977	Ford F350	F37HRY80984	
1988	Chevrolet S10	1GCBS14EOJ8119541	
1990	Turfco F12C Sander/Top Dresser	98562	
1990	Kubota F2100 Tractor Mower	10810	
1990	Ryan GA30 Aerator	501374	
1991	Cushman Truckster	91001003	
1991	Ford Ranger	1FTCR10A1MUB48528	
1992	Stihl Chainsaw		
1992	Victor Cutting Torch & Cart		
1992	Lincoln Idealarc	AC83350	
1994	Vicon Top Dresser		
1994	550 B Pressure Washer	C20009-0394	
1995	Jacobsen riding Greens Mower 6225	2057	
1995	Cushman Truckster	1CUNH4225SL001859	
1995	Toro Groundsmaster 580 D	30580 40330	
1996	5HP Air Compressor at Golf Shop		
1997	Honda Generator-3,000 Watt		
1997	Toro Reelmaster 2300D Mower	03427-70564	
1998	Toro Sand Pro 3020 Rake	90350	
2000	Toro Greensmaster 3100 Mower	91114	
2008	Toro Workman 3300-D	280000185	
2008	Toro Greensmaster 3150 Mower	280000815	
2008	Toro Greensmaster 3150 Mower	280000813	
2008	Toro Reelmaster 5410-D Mower	280000605	
2008	Toro Reelmaster 5410-D	280000616	

2016	Toro Greensmaster 3500 D ROT	315000471
2016	Jacobsen Greensking IV Plus	6230602921
2016	Jacobsen Greensking IV Plus	6230602922
2017	Verti Drain 1513 Power Unit	C797215
2017	Verti Drain 1300 Aerator Attachment	C2171268
2018	Kubota RTV-X900 Utility Vehicle	51036
2021	Turfco Widespin Topdresser 1550	29551
2022	Kubota MX5400hst 4wd tractor	KBUL3BHRJN8M28961
2023	Toro Multi-pro sprayer	
2025	Toro Greenmaster 3150-Q	417286403
2025	Toro Greenmaster 3150-Q	41838566
<u>Concessionaire Owned</u>		
Quantity	Description	
1	Toro HydroJet 3000	
1	Trimmer/weedeater	
2	Backpack Blower 600	
1	Multi-purpose pump (1/6 HP 1200 GPM)	
2	Backpack Sprayer	
1	Reel Grinder	

EXHIBIT “B”

Compliance with Idaho Code §§ 67-2359, 67-2346, 67-2347A

This certification is required for all contracts for services, supplies, information technology, or construction entered into by Idaho public entities.

The Concessionaire hereby certifies and agrees as follows:

- 1) **Idaho Code § 67-2359 (Company Owned or Operated by China Prohibited)**
Concessionaire is not currently owned or operated by the government of China and will not be for the duration of this contract.

- 2) **Idaho Code § 67-2346 (Anti-Boycott Against Israel Act)**
Concessionaire is not currently engaged in, and will not for the duration of this contract engage in, a boycott of goods or services from Israel, or territories under its control.

- 3) **Idaho Code § 67-2347A (Prohibition on Contracts with Companies Boycotting Certain Sectors)**
Concessionaire is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company:
 - a) Engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture or
 - b) Engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code.

Monday, Nov. 17, 2025

To: Honorable Mayor and City Council

From: Nicole Swafford, Deputy Prosecuting Attorney

Request: A request to amend City Code 6-2-7 with the addition of subsection B by adopting Ordinance No. 2025-026.

Time Estimate: 5 Minutes

Background:

Law enforcement interacts with individuals from time to time during investigations who refuse to provide their information. Ascertaining a suspect's identity is a crucial component of law enforcement investigation. Most often, suspects provide their information verbally or by documentation (driver's license, ID card, etc.). This allows law enforcement to properly document who they interacted with, attach the proper identification of the individual to the investigation, and charge the correct individual if charges are pursued.

In felony and misdemeanor crimes, if a suspect refuses to identify him/herself, law enforcement has the ability to arrest that individual on a "John Doe" warrant, where the individual will rest in custody until proper identification is provided to the jail. However, when investigating a non-driving infraction to include: trespass; cruelty to animals; animal-at-large; passenger in possession of an open container of alcohol; and discharge of dangerous fireworks without a permit; etc. (Idaho code already requires individuals to provide identification when driving a vehicle), law enforcement has no clear-cut enforcement mechanism if the suspect refuses to provide identification. The outcome at that point is to send the violator on their way without accountability or pursue arrest for obstructing an officer's investigation. We clearly do not want to incentivize bad behavior and would rather encourage cooperation than arrest. The proposed ordinance would provide a tool for law enforcement to inform the suspect that they are, indeed, required to provide identification in hope that the suspect will wish to avoid further complications and simply provide identification.

An additional use would be early-stage investigations. If, for example, an officer witnesses an individual pulling on vehicle door handles at midnight in a residential neighborhood, the officer has reasonable suspicion that the individual has already committed or is attempting to commit a crime. This ordinance would allow the officer to require that individual's identification to attach to the incident. If several residents called dispatch the following morning to report that their vehicles were broken into and items stolen, law enforcement would have a suspect to follow up with. Without this ordinance, law enforcement would have to hope that surveillance would lead to the eventual discovery of the individual's identity.

Further, the United States Supreme Court has acknowledged that: "knowing identity may help clear a suspect and allow the police to concentrate their efforts elsewhere. Identity may prove particularly important in cases [omitted] where the police are investigating what appears to be a domestic assault. Officers called to investigate domestic disputes need to know whom they are dealing with in order to assess the situation, the threat to their own safety, and possible danger to the potential victim." *Hiibel v. Sixth Judicial Dist. Court*, 542 U.S. 177, 186

The United States Supreme Court has acknowledged authority to enact laws requiring an individual to provide law enforcement identification upon lawful contact with the suspect.

Though many states have enacted laws requiring suspects to provide identification to law enforcement upon reasonable suspicion of a crime, Idaho as a state has not. In many states in which the state has not enacted such law, often a city or county will do so. The City of Nampa is the only example in Idaho. The United States Supreme Court noted that “[O]btaining a suspect’s name in the course of [lawful] stop serves important government interests.” *Hiibel* at

That Court went on to state that: “If there are articulable facts supporting a reasonable suspicion that a person has committed a criminal offense, that person may be stopped in order to identify him, to question him briefly, or to detain him briefly while attempting to obtain additional information”, *Adams v. Williams*, 407 U.S. 143. It also noted that: “A brief stop of a suspicious individual, in order to determine his identity or to maintain the status quo momentarily while obtaining more information, may be most reasonable in light of the facts known to the officer at the time.” *Hiibel v. Sixth Judicial Dist. Court*, 542 U.S. 177, 186.

Approval Process: Should the council desire to adopt the ordinance, a special motion to waive the rule and place the ordinance on third and final reading by title only, will need to be approved. Following the reading of the title, the ordinance can be approved by a simple majority vote of the council.

Budget Impact: N/A

Regulatory Impact: Approval of this request will allow our officers to enforce violations of the law and better serve our community through thorough investigation.

History: N/A

Analysis: N/A

Conclusion: N/A

Attachments: *Ordinance Amend Addition-City Code*

ORDINANCE NO. 2025-026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS,
IDAHO, AMENDING TWIN FALLS CITY CODE § 6-2-7

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

Section 1: That Twin Falls City Code 6-2-7 is amended as follows:

“6-2-7: RESISTING, IMPERSONATING OFFICERS

- (A) Resisting an Officer: No person shall molest interfere with, resist or threaten any officer engaged in the exercise of his official duties.
- (B) Duty to Identify Upon Reasonable Suspicion: A law enforcement officer that reasonably suspects a person is committing, has committed, or is about to commit a criminal or infraction offense may require that person to provide his/her name and date of birth.”

PASSED BY THE CITY COUNCIL, _____, 2025.

SIGNED BY THE MAYOR, _____, 2025.

MAYOR

ATTEST:

DEPUTY CITY CLERK

PUBLISHED: _____



Date: Monday, November 17, 2025
To: Honorable Mayor and City Council
From: Wendy Davis, Parks and Recreation Director, Parks and Recreation Director

ACTION ITEM

Request:

Consider a request to adopt Ordinance 0-2025-027 amending City Code Title 8, Chapter 3 regarding Public Parks

Time Estimate:

Allow approximately 5 minutes for presentation, questions and deliberation.

Background:

On October 27, 2025, Council reviewed staff recommended changes to Twin Falls City Code Title 8-3 regarding Public Parks. Council supported staff recommendations with a request to include language in the code to require pet waste be removed by owner. The attached Ordinance reflects staff and council recommended changes. Twin Falls City Attorney has reviewed the proposed changes and prepared the attached Ordinance 0-2025-027.

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 0-2025-027 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 0-2025-027, *I move that we approve Ordinance 0-2025-027 as presented*

Budget Impact:

This item has no budgetary impact.

Regulatory Impact:

Upon adoption, Ordinance 0-2025-027 will replace existing language in Twin Falls City Code.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends council approve this request

Attachments:

1. Public Park ORDINANCE 0-2025-027

ORDINANCE NO. 0-2025-027

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
TWIN FALLS, ID PROVIDING FOR THE AMENDMENT OF
TWIN FALLS CITY CODE TITLE 8, CHAPTER 3, PUBLIC
PARKS

WHEREAS, the City Council deems it necessary to update the City Code with regards to various activities related to City Parks and other city properties including vehicle use, camping, and behavior by park users;

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

That Title 8, Chapter 3 of the Twin Falls City Code regarding Public Parks be amended as follows:

8-3-2: DEFINITIONS:

- **VEHICLE:** ~~Any wheeled conveyance, whether motor powered, animal drawn, or self-propelled. The term shall include any trailer in tow of any size, kind or description. Exception is made for baby carriages and vehicles in the service of the city parks. (Ord. 1920, 1-2-1979; amd. Ord. 2735, 9-16-2002)~~ **Any device, structure, or conveyance used for transporting individuals, goods, or equipment within or through park grounds. This encompasses various modes of propulsion and specifically distinguishes among:**
 - **Motorized Vehicles:** Includes automobiles, motorcycles, trucks, all-terrain vehicles (ATVs), golf carts, go-carts, dune buggies, hover boards, and any other conveyance equipped with a combustion engine or electric motor primarily intended for roadway or off-road travel designed for recreational or competitive driving, not intended for use on park trails or paths due to their potential environmental impact and safety risks.
 - **Electric Bicycles Class 1, 2 and 3:** Human powered bicycles with an integrated electric motor to assist propulsion.
 - **Electric Scooters:** Stand-up scooters powered by an electric motor, typically up to 20 mph.
 - **Monowheels and Other Devices:** Single-wheel transport devices and other similar electric personal mobility devices like hoverboards and electric skateboards, complying with specific speed and usage limits.
 - **Non-Motorized Vehicles:** Includes traditional bicycles, skateboards, roller skates, and any manually powered wheeled equipment or devices.

- **Exclusions:**

- **Mobility Devices:** Devices specifically designed to aid individuals with mobility impairments, such as wheelchairs and mobility scooters.
- **Children's Play Vehicles:** Items like tricycles and non-electric scooters, restricted to designated play areas.
- **Park Service Vehicles:** Vehicles operated by park staff or emergency personnel in the performance of their official duties.

8-3-4: SANITATION REGULATIONS:

No person in a park shall:

(B) **Refuse And Trash:** Have brought in or shall dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage or refuse, **pet waste** or other trash. No such refuse or trash shall be placed in any waters in or contiguous to any park or left anywhere on the grounds thereof, but shall be placed in the proper receptacles where these are provided; where receptacles are not so provided, all such rubbish or waste shall be carried away from the park by the person responsible for its presence, and properly disposed of elsewhere. (Ord. 1920, 1-2-1979)

8-3-5: TRAFFIC REGULATIONS:

No person, without the authorization of the director, in a park shall:

(E) **Operation Confined To Roads:** Drive any vehicle on any area except the paved roads or parking areas, or such other areas as may on occasion be specifically designated as temporary parking areas by the director.

1. Drive a motorized vehicle, **or a vehicle that is not capable of being solely human powered** in any area of the Rock Creek Canyon Parkway or the Snake River Canyon Rim Trail System. **Prohibited vehicles include one-wheel vehicles, hoverboards, electric motorbikes, or other vehicles that are ridden upon and cannot be pedaled or propelled by feet or hands.**

(G) **Bicycles Non-motorized vehicles, E-Bikes, Electric Scooters, Monowheels and other devices:**

1. **Confined To Roads:** ~~Ride a bicycle~~ **Operate a non-motorized vehicle, e-bike or other device** on other than a paved vehicular road or path designated for that purpose. ~~A bicyclist~~ **Users** shall be permitted to wheel or push a bicycle by hand over any grassy area or wooded trail or on any paved area reserved for pedestrian use.

8-3-6: RECREATION ACTIVITIES:

No person in a park shall:

(D) Hunting And Firearms: Hunt, trap or pursue wildlife at any time. No person shall use, carry or possess loaded firearms of any descriptions, or air rifles, spring guns, bow and arrows, slings or any other form of weapons potentially inimical to wildlife and dangerous to human safety, or any instrument that can be loaded with and fire blank cartridges, or any kind of trapping device **for the purpose of hunting, trapping, or pursuing wildlife.** ~~provided that it shall be lawful for police officers or other duly authorized officers while on duty to use and carry firearms.~~ It is provided also **lawful** for authorized licensed animal control officer **or state or federal wildlife officer** to hunt or trap in any park area. Provided further that this provision does not apply to lawful use, possession and transportation of firearms on designated firing ranges **or the possession or carrying of firearms as allowed by state law when done without the intent to hunt, trap, or pursue wildlife.** Shooting into park areas from beyond park boundaries is forbidden.

(F) Camping: ~~Camp without prior permission of the director. Permission shall be limited to organized groups who will be~~ **No camping is allowed without the director's prior permission. Permission is limited to organized groups that are** given a designated area for camping. **For the purposes of this ordinance, "camping" shall be defined as any of the following (subsections 1 through 4):**

1. Use of City Parks and Public Spaces for Living Accommodations:

- a. **Utilizing city parks or public spaces for living accommodations or habitation purposes through the use of temporary or permanent structures, equipment, or facilities.**

2. Structures and Equipment:

- a. **Erecting, maintaining, or occupying any structure, tent, shelter, vehicle, or other enclosure to serve as a dwelling, sleeping quarters, or place of living.**

3. Typical Activities Indicating Camping:

- a. **Engaging in activities commonly associated with residency, such as:**
- i. **Setting up beds, mattresses, sleeping bags, or other sleeping facilities.**
- ii. **Cooking or preparing meals consistent with prolonged occupation.**

4. Time and Presence:

- a. Sleeping or remaining in parks or public spaces during hours when they are ordinarily closed.
- b. Leaving personal belongings unattended for extended periods, suggesting habitation or intent to occupy.

5. Exceptions:

- a. Officially sanctioned events or activities specifically permitted by the city, which may allow temporary overnight stays or the erection of temporary structures.

6. Purpose of Definition:

- a. This definition is intended to ensure city parks and public spaces remain accessible, clean and secure for all residents and visitors by preventing unauthorized occupation and use for living purposes.

8-3-7: BEHAVIOR IN PARKS:

No person in a park shall:

(B) Fireworks And Explosives: In accordance with Twin Falls City Code 6-9-1 and 6-9-2, Brought Bring or have in his their possession, or set off or otherwise cause to explode or discharge or burn, any ~~firecrackers, torpedo, rocket or other fireworks~~ **dangerous fireworks, fireworks, safe and sane fireworks** or explosives or inflammable material, or discharge them or throw them into any such area from land or highway adjacent thereto. This prohibition includes any substance, compound, mixture, or article that in conjunction with any other substance or compound would be dangerous from any of the foregoing standpoints. (Ord. 2735, 9-16-2002)

(C) Domestic Animals: Permit or allow a dog or other domestic animal to enter or remain in any park except on a leash and/or carried while leashed by such person owning or having the care, custody and control of dog or domestic animal, except as specifically authorized by the city within temporary or permanent "dog parks". No dogs or other domestic animal shall be permitted at Dierkes Lake except for water dog training shall be allowed in those areas of Dierkes Lake specifically signed for that purpose. In no event shall firearms be used during said training. Unless said training is actually taking place, the dog shall at all times be leashed. **Owners are responsible for picking up and disposing of pet waste.** (Ord. 3024, 1-17-2012)

(E) Loitering And Boisterousness: **Engage in any conduct, alone or in a group, that results in disturbance or interference with the normal use of the park by others. Stand, sit or lie in a manner that blocks or restricts the passage of others or remain in a public park without a clear purpose for an extended period of time that disturbs or interferes with normal use of the park by others.** Engage **Behave** in loud, boisterous, threatening, abusive,

insulting manner; or use indecent language, or engage in any unlawful conduct or criminal activity or in any way commit a violation or breach of the peace.

(J) Reckless Behavior on Trails: Engage in conduct which poses or could reasonably pose a significant risk of injury to oneself or others, or damage to the trail and its environment. This includes but is not limited to:

- **Operating any vehicle, bicycle, skateboard, scooter, monowheel or similar conveyance at speeds or in a manner that is unsafe, considering the condition of the trail, traffic, or visibility.**
- **Operating a vehicle that cannot be propelled solely by human power.**
- **Engaging in activities such as racing, aggressive stunt riding, or intentionally causing harm to flora, fauna, or the trail infrastructure.**
- **Using the trail under the influence of alcohol or drugs in a way that impacts control and safety.**

8-3-10: PENALTY:

Any person violating any of the provisions of this chapter, with the exception of 8-3-6(F) Camping, shall be deemed guilty of an infraction and shall be assessed a fixed penalty of one hundred dollars (\$100.00), excluding court costs and fees. A second and any subsequent conviction for a violation of the provisions of this chapter within one (1) year shall constitute a misdemeanor, punishable by imprisonment in a county jail not exceeding six (6) months, or by a fine not exceeding one thousand dollars (\$1,000.00), or by both. Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in an amount not exceeding three hundred dollars (\$300.00) or be imprisoned in the county jail for a period not exceeding six (6) months, or be both so fined and imprisoned. **The penalty for any person violating the provisions of 8-3-6(F) Camping, shall be deemed guilty of an infraction and shall be assessed a fixed penalty of ten dollars (\$10.00).** Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder. (Ord. 1920, 1-2-1979)

8-3-11: ENFORCEMENT:

(B) Ejectment: A police officer, any park attendant, the director, or their duly authorized representative, shall have the authority to eject from the park any person acting in violation of this chapter. Any person ejected from the park who has not been previously ejected during the preceding three hundred sixty-five (365) days shall leave promptly and peaceably and shall not return to the park for any reason for a period of one week from the day of their ejectment. Any person ejected from the park who has been previously ejected during the preceding three hundred sixty-five (365) days shall be served a no trespass order by the police, and shall leave promptly and peaceably and shall not return to the park for any reason for a period of one year after the day of their ejectment. Any person charged with committing a crime at any park shall be barred from returning to the park during the pendency of criminal charges, and for a period of one year following the incident if the person pleads guilty or is found guilty of any criminal offense as a result of the charge.

Any person aggrieved by the decision to eject or bar them from a park may appeal such decision to the city ~~council~~ **manager** within seven (7) days. The appeal to the city ~~council~~ **manager** must be in writing and must set forth the reasons therefor why the person should not be denied entrance to the park. The city council shall set the time and place for a hearing a reasonable period of time subsequent to the applicant's written notice. Notice of such hearing shall be personally served upon the person, or mailed postage prepaid to the person at his last known address, at least three (3) days prior to the date of the hearing. The order of the city ~~council~~ **manager** shall be final.

Passed By the City Council

_____, 2025

Signed by the Mayor

_____, 2025

Mayor



Date: Monday, November 17, 2025
To: Planning and Zoning Commission
From: Lisa Strickland, City Planner

ACTION ITEM

Request:

Request to vacate a platted waterline easement within the Sun West Subdivision No. 2; located at 1594 Sun West Way. c/o EHM Engineers, Inc on behalf of MW Idaho Properties LLC (PZ25-0110).

Time Estimate:

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

Background:

This is a request from Gerald Martens, to vacate a portion of a waterline easement. The water main easement will be relocated to accommodate the construction of a new building.

Approval Process:

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

Budget Impact:

N/A

Regulatory Impact:

A vacation of an easement refers to a legal process by which the location of the easement and its purpose is reviewed to determine if giving up the easement will impact access to essential services. If it is found that the easement can be abandoned, the council can choose to approve the vacation.

History:

This property has a long history, ranging from when it was part of Twin Falls County to its current state of being incorporated and rezoned under a Planned Unit Development Agreement. The property was annexed into the city limits as R-4 and rezoned to C-1 PUD in 2011. The annexation consisted of approximately 70 acres, including the Lazy J Ranch RV Park. After approval of the PUD in 2011, the subdivision process began. Sunwest Subdivision No. 1 consists of 3 acres and 2 lots which have been developed to include Tommy's Car Wash and Mountain View Motors. Sunwest Subdivision No. 2 was platted in 2022 to include 12 acres and 9 lots with 1 lot under development for an oil change business. In 2025, the property came through for a PUD Amendment to allow for outside storage and display, sale of sporting utility vehicles and small animal veterinary services all of which have been approved.

Analysis:

This lot will be the future site of Tractor Supply Company. In order to accommodate the new building an adjustment needs to be made related to the location of the platted waterline easement. The applicant has provided an exhibit and metes and bounds for the existing platted easement along with the metes and bounds with an exhibit for the new location. This change if approved will enable the project to move forward.

The proposed vacation will not have an impact on the needs of the community. The easement was platted and dedicate to contain a public water line. There are no other utilities that have rights to this easement. Based on this information, the vacation will not interfere with current or future utility needs and will not create any adverse impacts.

Conclusion:

Upon conclusion, on October 16, 2025 this request was heard by the Planning & Zoning Commission with a recommendation for approval by unanimous vote with the following condition:

1. Subject to the applicant providing a new easement, acceptable by the City Engineer, prior to the signing of the ordinance.

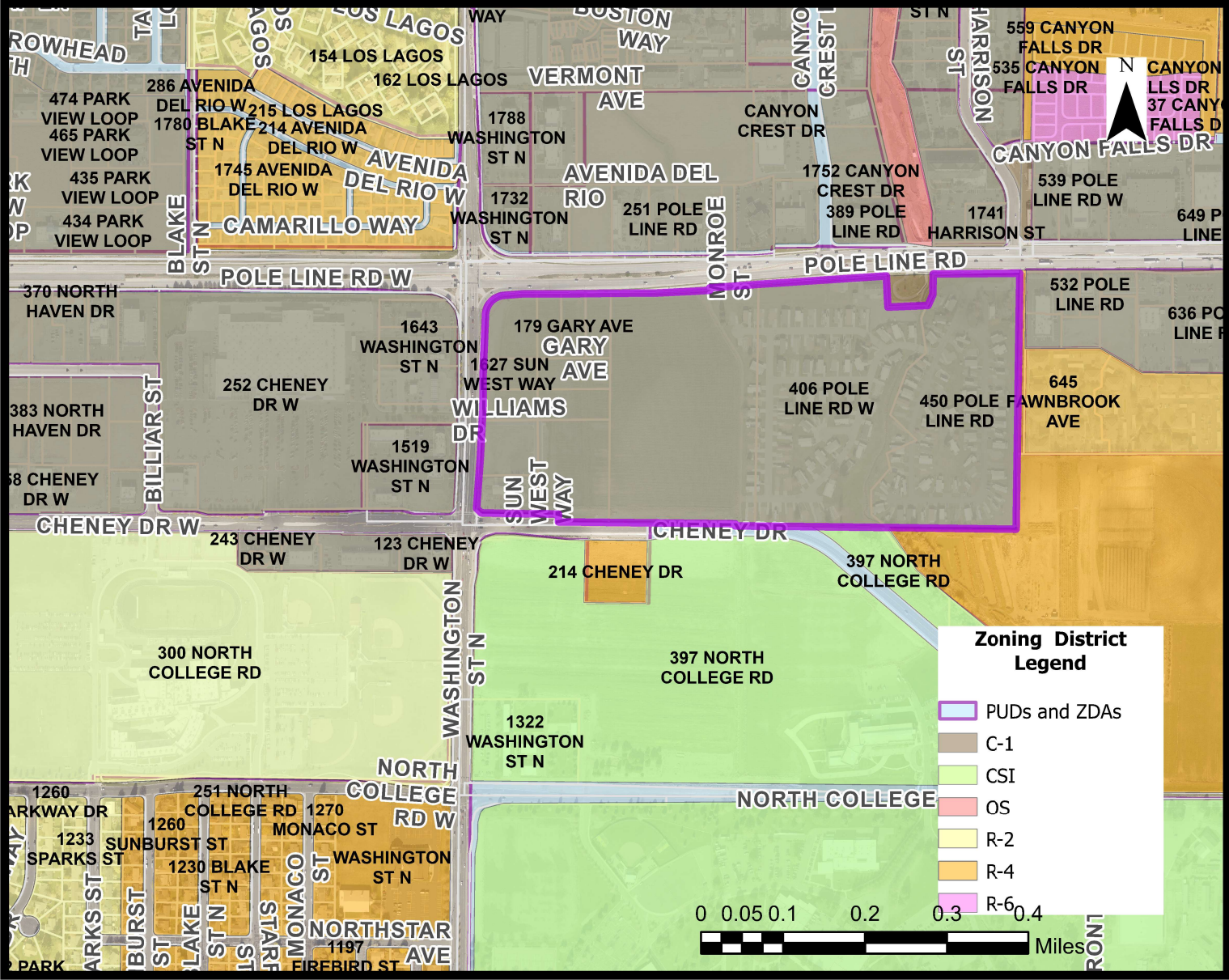
Attachments:

1. PZ25-0110 Vicinity Map
2. PZ25-0110 Zoning & FLU Map
3. PZ25-0110 Applicant Narrative
4. PZ25-0110 Proposed Easement Vacation
5. PZ25-0110 PZC Minutes 10-14-2025

Vicinity Map



ZONING MAP



Zoning

Current Zoning: C-1 pUD

Current Land Use Designation: Mixed Uses

Proposed Land Use Designation: N/A

Proposed Land Use: To allow for outside storage and display of merchandise.

Surrounding Area

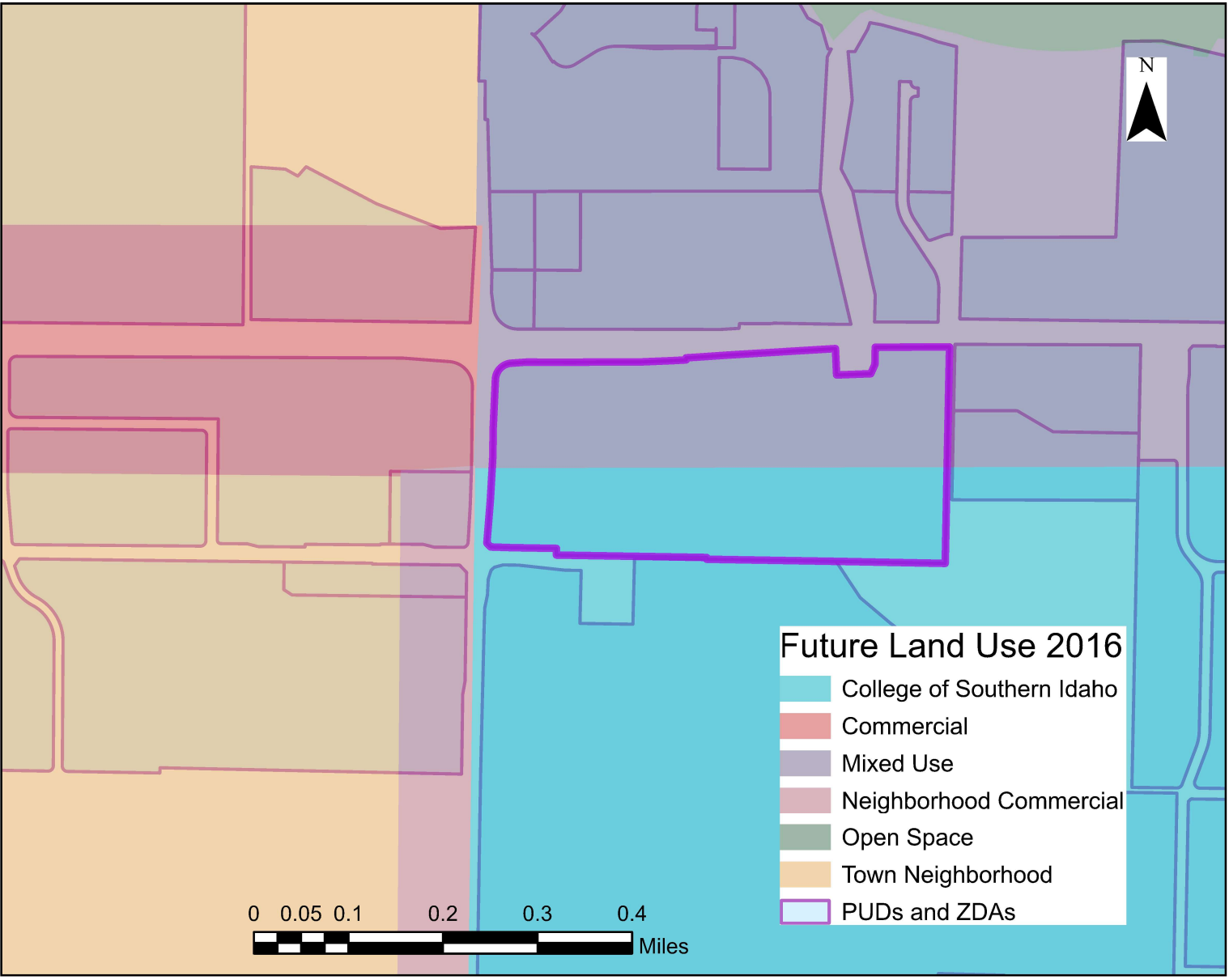
North: Pole Line Rd

South: Cheney Dr

East: Retail

West: Washington St N/Retail

FUTURE LAND USE MAP



Regulations

10-1-4, 10-1-5

10-6, 10-7-14

FLU Category

Mixed Use: Serves local and regional commercial, typically anchored by a larger retail store.

CSI: Serves local and regional educational needs in the community.

Reason for Request

The reason for the request is to relocate a public water line to accommodate a new commercial building. The relocation begins and ends at the current location and the total length is unchanged. There is no impact on any neighboring properties.

Ownership

MW Idaho Properties, LLC owns the property at the original easement location and the relocated location. The applicant totally supports this relocation of the easement and the waterline.

Other Utilities

The only utility is the easement in City of Twin Falls water main.

Legal Description
Portion of a Waterline Easement to be Vacated
Twin Falls County, Idaho

Being a portion of Lot 9, Lot 10 and Lot 11, Block 2 as shown on that certain Map entitled "Sun West Subdivision No. 2, a PUD", recorded April 27, 2022 as Instrument No. 2022-008104 in the office of the County Recorder of Twin Falls County, more particularly described as follows:

Commencing at the Northwest Corner of said Lot 11;

Thence, along the North Boundary of said Lot 11, North 89°54'58" East 72.00 feet to the **REAL POINT OF BEGINNING**;

Thence, continuing along said North Boundary, North 89°54'58" East 255.27 feet to a point on the West Line of a 15.00 foot Waterline Easement as shown on said Map;

Thence, along said West Line, North 00°50'26" East 157.68 feet;

Thence, leaving said West Line, South 89°09'34" East 15.00 feet to a point on the East Boundary of said Map;

Thence, along the East Boundary, South 00°50'26" West 172.44 feet to a point on the South Line of said 15.00 foot Waterline Easement as shown on said Map;

Thence, along said South line, South 89°54'58" West 270.03 feet;

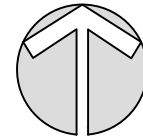
Thence, leaving said South Line, North 00°05'02" West 15.00 feet to said **REAL POINT OF BEGINNING**.

End of Description



Located In
A Portion of
Lots 9 through 11, Block 2
Sun West Subdivision No. 2

In
Gov't Lot 4, Section 4
Township 10 South, Range 17 East, Boise Meridian
Twin Falls County, Idaho
2025



NORTH

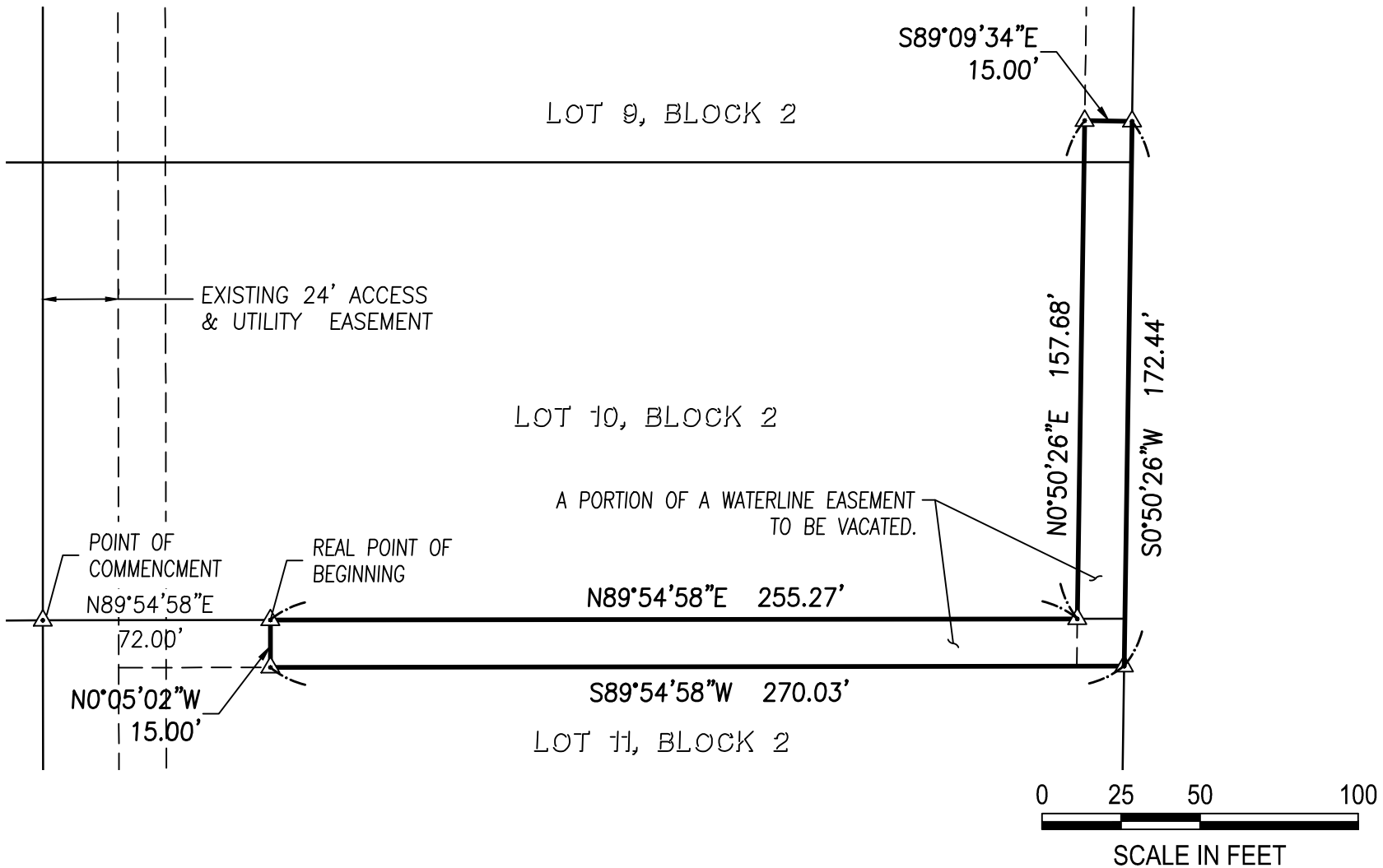


EXHIBIT
WATERLINE EASEMENT VACATION
TWIN FALLS, IDAHO

JOB NO.:	216-25
APPROVED	
DESIGN	
DRAWN	CSH
DATE	SEPTEMBER 2025
SCALE	SHOWN
V 216-25 EXH-VAC	
Sheet No.:	1



Twin Falls Planning & Zoning Commission

Minutes

Tuesday, October 14, 2025, 6:00 PM

203 Main Ave East

Twin Falls, ID 83303

Members -

City Limits: Cortney Campbell, Chairperson; Tiffany Zimmerman, Vice-Chairperson; Todd Rambur; Robyn Weatherford; Kelly Herrgesell; Rui Gomes

Area of Impact: Jeff Bulkley

1) Confirmation of Quorum/Call Meeting to Order

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

Members Attending: Campbell, Zimmerman, Gomes, Bulkley

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

2) Conflict of Interest Declaration

3) Consent Calendar

a) Approve minutes from the following meeting: September 30, 2025.

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

Vice-Chairperson Zimmerman seconded the motion.

4) Items of Consideration

5) Public Hearings

a) Request for a recommendation to City Council to vacate a platted waterline easement within the Sun West Subdivision No. 2; located at 1594 Sun West Way. c/o EHM Engineers, Inc on behalf of MW Idaho Properties LLC (PZ25-0110).

Staff Presentation:

Senior Planner Klaver presented the request for a recommendation to City Council to vacate a platted waterline easement within the Sun West Subdivision No. 2; located at 1594 Sun West Way. c/o EHM Engineers, Inc on behalf of MW Idaho Properties LLC (PZ25-0110).

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

This property has a long history, ranging from when it was part of Twin Falls County to its current state of being incorporated and rezoned under a Planned Unit Development Agreement. The property was annexed into the city limits as R-4 and rezoned to C-1 PUD

in 2011. The annexation consisted of approximately 70 acres, including the Lazy J Ranch RV Park. After approval of the PUD in 2011, the subdivision process began. Sunwest Subdivision No. 1 consists of 3 acres and 2 lots which have been developed to include Tommy's Car Wash and Mountain View Motors. Sunwest Subdivision No. 2 was platted in 2022 to include 12 acres and 9 lots with 1 lot under development for an oil change business. In 2025, the property came through for a PUD Amendment to allow for outside storage and display, sale of sporting utility vehicles and small animal veterinary services all of which have been approved.

This lot will be the future site of Tractor Supply Company. In order to accommodate the new building an adjustment needs to be made related to the location of the platted waterline easement. The applicant has provided an exhibit and metes and bounds for the existing platted easement along with the metes and bounds with an exhibit for the new location. This change if approved will enable the project to move forward.

The proposed vacation will not have an impact on the needs of the community. The easement was platted and dedicate to contain a public water line. There are no other utilities that have rights to this easement.

Based on this information, the vacation will not interfere with current or future utility needs and will not create any adverse impacts.

Upon conclusion, staff would be in support of this request, with the following condition:

1. Subject to the applicant providing a new easement, acceptable by the City Engineer, prior to the signing of the ordinance.

Applicant Presentation:

Gerald Martens presented the request.

PZ/Questions & Comments:

- Commissioner Bulkley asked for clarification on which lots the easement is being moved to.
- Gerald Martens replied the existing easement was between lot 10 and 11 and will be moved to the south boundary of lot 9. Lot line adjustments will be made to help this. All three lots will be commonly owned.

Public Hearing: Opened and closed with no public input

Discussions Followed:

Commission feels this is an appropriate request for the applicant.

MOTION: Commissioner Bulkley moved to approve the request for recommendation to City Council to vacate a platted waterline easement within the Sun West Subdivision No. 2; located at 1594 Sun West Way. c/o EHM Engineers, Inc on behalf of MW Idaho Properties LLC (PZ250110). Vice-Chairperson Zimmerman seconded the motion. Roll call vote showed all members present voted.

Approved 4 to 0.

6) Upcoming Meeting(s)

a) October 28, 2025

November 5, 2025 - Work Session

7) Adjournment

The meeting adjourned at 06:32 PM

Jody Green

Jody Green, Planning Technician