



Twin Falls City Council Agenda

Monday, February 2, 2026, 5:00 PM

City Council Chambers
203 Main Ave E, Twin Falls, ID 83301

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

- 1) Call Meeting to Order/Confirmation of Quorum
- 2) Pledge of Allegiance
- 3) Invocation
 - a) **PRESENTATION:** Pastor Bruce Carlson from Cornerstone Baptist Church.
- 4) Proclamations
 - a) **PRESENTATION:** Turner Syndrome Awareness Month
- 5) Consent Calendar
 - a) **ACTION ITEM:** Request to approve City Council January 26, 2026, minutes.
By: Rachael Long, Deputy City Clerk
 - b) **ACTION ITEM:** Request to approve January 28, 2026, Travel Requests.
By: Amy Luna, City Clerk
 - c) **ACTION ITEM:** Request to approve December 2025 Wells Fargo Credit Card Summary.
By: Amy Luna, City Clerk
 - d) **ACTION ITEM:** Request to approve a Trust Agreement for the **Two Creeks No. 1, at the Preserve** subdivision placing all lots in trust.
By: Troy Vitek
 - e) **ACTION ITEM:** Request to approve a Trust Agreement for the **Two Creeks No. 2, at the Preserve** subdivision, placing all lots in trust.
By: Troy Vitek
 - f) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing **Two Creeks No. 2 at the Preserve** public infrastructure for a future subdivision.
By: Troy Vitek
 - g) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing **South Canyon Farms RV Park** public infrastructure for a future subdivision.
By: Troy Vitek
 - h) **ACTION ITEM:** Consideration of a request to accept public right-of-way.
By: Troy Vitek
- 6) Items of Consideration
 - a) **PRESENTATION:** Presentation to recognize Twin Falls Fire Department's newest Firefighters, Grady Heil, McKay Poulsen, Conor Kellogg, and Jacob Hiersekorn for their completion of TFFD's Fire Recruit Academy, take their firefighter oath, and the pinning of their badges.
By: Mitchell Brooks
 - b) **ACTION ITEM:** Consider a request to allocate \$300,000 Shoshone Falls/Dierkes Lake cash reserves for reimbursable site improvements associated with the Memorandum of Understanding with Idaho State Department of Agriculture.
By: Wendy Davis, Parks and Recreation Director
 - c) **ACTION ITEM:** Approval of a license agreement with New Cingular Wireless for a cellular antenna lease on the City-owned antenna tower located at 929 Washington Street South.
By: Mitch Humble, Deputy City Manager

- d) **ACTION ITEM:** Approve the final sale of real property located at 929 Washington Street South to Wireless Edge Consultants and provide direction regarding the allocation of the \$730,000 unanticipated revenue from that sale.

By: Mitch Humble, Deputy City Manager

- 7) General Public Input
- 8) Advisory Board Report/Announcements
- 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 Chair shall review the public hearingprocedures.
2. Individuals wishing to testify or speak before the City Council or Planning & Zoning Commission shall wait to be recognized by the Mayor or Chair, approach the microphone/podium, state their name, and then proceed with their comments. Following them 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 Chair 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 Chair. The spokesperson shall be limited to 15 minutes.**
 - **Written comments, including e-mail, shall be received 2 business days prior to the date of the hearing to be accepted for consideration by the hearing body.**
8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond.
9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chair, 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 Chair may limit the time permitted for the answer.
10. The Mayor or Chair 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

*Turner Syndrome Month
February 2026*

WHEREAS: Turner Syndrome (TS) is a non-inheritable chromosomal disorder that affects one in 2,500 live female births; and

WHEREAS: earlier diagnosis will help these girls and women get a complete evaluation by the doctors necessary to treat and prevent further complications; and

WHEREAS: early diagnosis facilitates prevention or remediation of growth failure, hearing problems, and learning difficulties; and

WHEREAS: individuals with TS have an increased risk of non-verbal learning disorders (NLD), and in school and work these impairments can cause problems in math, visual-spatial skills, executive function skills and job retention; and

WHEREAS: with the help of medical specialists and a good social support system, a woman with TS can live a happy, healthy life; and

WHEREAS: the establishment of TS Awareness Month will also provide the opportunity to share experience and information with the public and the media in order to raise public awareness about Turner Syndrome. and

THEREFORE, I, Jason Brown, Mayor of the City of Twin Falls, do hereby proclaim the February 2026, to be

TURNER SYNDROME MONTH

in Twin Falls and encourage all citizens to recognize this special observance.

*In witness whereof we have hereunto set our
hand and caused this seal to be affixed this 26th
day of February.*

Jason Brown, Mayor
City of Twin Falls

Amy Luna
City Clerk



Twin Falls City Council Minutes

Monday, January 26, 2026, 5:00 PM

City Council Chambers
203 Main Ave E, Twin Falls, ID 83301

1) Call Meeting to Order/Confirmation of Quorum

Present: Mayor Jason Brown, Vice Mayor Craig Hawkins, Council Members Ruth Pierce, Christopher Reid, Nathan Murray, & Grayson Stone.

Absent: Cherie Vollmer

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Gretchen Scott, City Attorney Bruce Castleton, City Clerk Amy Luna, Deputy City Clerk Rachael Long, Network Administrator Dee Davidson, Environmental Manager Nathan Erickson, Assistant Public Works Director Erin Steel, Police Chief Matthew Hicks, Fire Chief Mitchell Brooks, Public Works Director Josh Baird, Public Information Coordinator Josh Palmer

Mayor Brown called the meeting to order at 5:00 PM. A quorum was present.

2) Pledge of Allegiance

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

3) Consent Calendar

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

- a) Request to approve City Council January 20, 2026, minutes.
- b) Request to approve Accounts Payable for January 15-21, 2026.
- c) Request to approve January 21, 2026, Travel Requests.
- d) Request City Council to approve the Special Event Permit for the organizers of the Twin Falls Fireworks.
- e) Request City Council to approve the Special Event Permit for the organizers of the City of Twin Falls, Recreation Track and Field Day.
- f) Request City Council to approve the Special Event Permit for the organizers of the 100 Year Anniversary Tent Revival.

4) Items of Consideration

- a) City staff requests Council approval to use wastewater reserve funds for replacing the main air line to aeration basins 1 and 2 at the Wastewater Treatment Plant, including a contract with Barnes Companies, Inc., engineering support, and a contingency not to exceed \$292,085.
Environmental Manager Erickson requested Council approval to use wastewater reserve funds for replacing the main airline with aeration basins 1 and 2 at the Wastewater Treatment Plant, including a contract with Barnes Companies, Inc., engineering support, and a contingency not to exceed \$292,085.

Discussion ensued on the following:

Council Member Reid asked how long will this new pipe last.

MOTION: Council Member Pierce moved to approve the request to use wastewater reserve funds for replacing the main airline with aeration basins 1 and 2 at the Wastewater Treatment

Plant, including a contract with Barnes Companies, Inc., engineering support, and a contingency not to exceed \$292,085. **Council Member Reid** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- b) Request to use up to \$921,500 of water reserves to pay for street and stormwater improvements for the HMI remediation project.

Assistant Public Works Director Steel requested to use up to \$921,500 of water reserves to pay for street and stormwater improvements for the HMI remediation project.

Discussion ensued on the following:

Council Member Murray does this fully satisfy our remediation by fixing the problem.

MOTION: **Council Member Reid** moved to approve the request to use up to \$921,500 of water reserves to pay for street and stormwater improvements for the HMI remediation project. **Council Member Pierce** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

5) General Public Input

6) Advisory Board Report/Announcements

None

7) Adjournment

The meeting adjourned at 05:12 PM

Rachael Long, Deputy City Clerk

TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this 12th day of DECEMBER, 2025, by and between **PRESERVE PUD, LLC, an Idaho Limited Liability Company**, (hereinafter "Trustor"); **TITLEFACT, INC.**, (hereinafter "Trustee"); and the **CITY OF TWIN FALLS, IDAHO** (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

WITNESSETH:

WHEREAS, Trustor is the owner of the real property described below (the "Property"); and

WHEREAS, it is the desire and intent of Trustor to arrange, by and through this Agreement, for the orderly development and sale of the Property, in a manner that is conducive to achieving full compliance with applicable rules and regulations of Twin Falls County, Idaho, and the City of Twin Falls, Idaho, in effect on the date of approval of the subdivision of the property.

NOW THEREFORE, it is agreed between the parties hereto as follows:

1. That upon the execution of this Agreement by both parties, the Trustor agrees to execute and deliver to the Trustee a Warranty Deed, conveying to the Trustee, in Trust, to be held solely for the benefit of the Beneficiary, the Property, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26,
27, 28, 29, Block 1;

And

Lots 1, 2, 3, Block 2, **TWO CREEKS No. 1 AT THE PRESERVE a PUD**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____, of Plats, page _____, records of Twin Falls County, Idaho.

2. The Trustor and the Trustee agree that the Trustee shall hold said title to the Property in trust, solely for the benefit of the Beneficiary under the terms hereof, and that title to the Property shall be and remain good and marketable and free from any defects, liens, conditions or encumbrances of any kind or nature, other than those appearing of record in the office of the Twin Falls County Recorder, and conditions of the Phase Control Development Notice for lots in Subdivision, a copy of which is attached hereto as Exhibit "A," or those which are placed on the Property with the prior written consent of the Trustee. The Trustee shall not convey, transfer or encumber all or any interest in the Property, save and except to the extent as directed by the Trustor by written instrument delivered to the Trustee.
3. It is understood and agreed that the purpose of this Agreement is to provide Trustor with a convenient means of, subdividing, developing and selling the Property. It shall be the entire responsibility of the Trustor to effect such developing, subdividing and selling of the Property and to provide whatever subdivision plat it may desire and to pay all costs and expenses of said developing, subdividing and selling, and Trustee shall have no liability for any costs or expenses therefor or for any claim, damage, loss or liability sustained to the Property or Trustor or to any other person or persons in connection with said matter, save and except to the extent caused by Trustee's failure or refusal to comply with the terms and conditions of this Agreement.

4. The Trustor may, as it desires from time to time, sell all or any portion of the Property in its sole and complete discretion subject to the restrictions of the Phase Control Development Notice for lots in said subdivision. The Trustee agrees that, when it is so instructed in writing by Trustor, Trustee shall execute and deliver to the person or persons designated by Trustor, a fiduciary deed conveying good and marketable title to the Property or any part thereof as designated, and at said time the Trustor agrees to pay to Trustee any reasonable costs and expenses incurred by the Trustee hereunder and to pay the normal and customary fee for the cost of an owner's title insurance policy to be issued by *TITLEFACT, INC.*
5. It is agreed that Trustee shall not be liable or responsible for the condition of title to the Property, except as may be provided in any title insurance policy issued by the Trustee, and Trustee shall have no liability concerning possession or survey or any taxes, costs or expenses in connection with the Property, other than as herein provided.
6. It is agreed that the term of this Agreement shall expire when all of the above described Lots have been conveyed by the Trustee pursuant to Trustor's written instructions.
7. It is agreed that this Trust Agreement may not be revoked or amended without the prior written approval of the Beneficiary. If Trustee is presented with written notice of Termination by both Trustor and Beneficiary, and Trustee receives Trustor's payment of all reasonable out-of-pocket costs and expenses incurred by Trustee in connection with this Agreement, if any, the Trustee shall immediately reconvey to Trustor the remaining part of the Property; and thereafter no party hereto shall have any further liability to the others in connection with the Property or under the terms of this Agreement.
8. Trustor agrees to indemnify and save harmless Trustee from any claims, demands, judgments, costs and expenses including reasonable attorney's fees and any other obligation or liability of any kind or nature that the Trustee may for any reason suffer, incur or expend by reason of this Trust Agreement or in the administration thereof, other than for or as a result of Trustee's misconduct, breach of this Agreement, or willful neglect.
9. This Agreement shall bind the parties hereto, their heirs, representatives, successors and assigns.
10. It is understood and agreed that the Trustee may charge the Trustor a reasonable fee for serving as Trustee.

Date: 12/12/25

TRUSTOR:

PRESERVE PUD, LLC, an Idaho Limited Liability Company

By: Mark and Kelly Kelly Trust, Dated December 18, 1997, Managing Member

BY: 

Mark D. Kelly, Trustee

Date: 12.12.2025

TRUSTEE:
TITLEFACT, INC.

BY: [Signature]

Date: _____

BENEFICIARY:
CITY OF TWIN FALLS, IDAHO

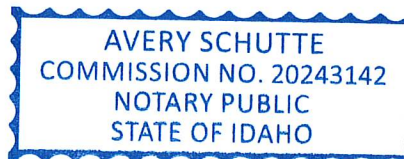
BY: _____

STATE OF IDAHO
County of Twin Falls

On this 12th day of December, 2025, before me, a Notary Public in and for said State, personally appeared **Mark D. Kelly**, known or identified to me to be the trustee of the **Mark and Kelly Kelly Trust, Dated December 18, 1997** and the managing member of the limited liability company of **PRESERVE PUD, LLC**, and the Trust that executed this instrument as a managing member of **PRESERVE PUD, LLC** or the trustee who executed the instrument on behalf of said Trust, and acknowledged to me that such Trust executed the same as said managing member.

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

[Signature]
Notary Public for Idaho
Residing in Twin Falls
Commission expires 8/26/2030

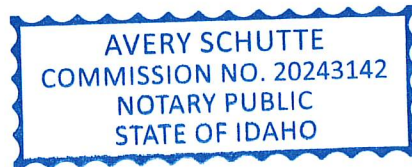


STATE OF IDAHO
County of Twin Falls

On this 12th day of December, 2025, before me, the undersigned, Notary Public in and for said State, personally appeared Lila Orton, known or identified to me to be the Vice President of the said corporation that executed this 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 affixed my official seal, the day and year in this certificate first above written

Avery Schutte
Notary Public for Idaho
Residing at: Twin Falls
My Commission expires: 8/26/2030



STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2025, before me, the undersigned, Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ for the City of Twin Falls, Idaho, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same on behalf of the City of Twin Falls, Idaho.

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

Notary Public for Idaho
Residing at:
My Commission expires:

"EXHIBIT A"

PHASE CONTROL DEVELOPMENT NOTICE

THIS NOTICE prohibits the conveyance of any undeveloped lots until such time as an Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

TITLEFACT, INC., will hold the deed to all undeveloped lots in Escrow with instructions to convey only those lots covered by the recorded Improvement Agreement for Developments.

The real property subject to this notice is

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26,
27, 28, 29, Block 1;

And

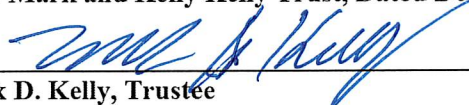
Lots 1, 2, 3, Block 2, **TWO CREEKS No. 1 AT THE PRESERVE a PUD**, Twin Falls County,
Idaho, according to the official plat thereof recorded in Book _____, of Plats,
page _____, records of Twin Falls County, Idaho.

Date: 12/12/25

TRUSTOR:

PRESERVE PUD, LLC, an Idaho Limited Liability Company

By: Mark and Kelly Kelly Trust, Dated December 18, 1997, Managing Member

BY: 
Mark D. Kelly, Trustee

Date: 12-12-2025

TRUSTEE:
TITLEFACT, INC.
BY: 

lo

TitleFact, Inc.

163 Fourth Avenue North

P.O. Box 486

Twin Falls, Idaho 83303

**** SPACE ABOVE FOR RECORDER ****

WARRANTY DEED

FOR VALUE RECEIVED **PRESERVE PUD, LLC, an Idaho Limited Liability Company**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **TITLEFACT, INC., an Idaho corporation, Trustee** for the benefit of PRESERVE PUD, LLC, an Idaho Limited Liability Company, hereinafter called Grantee, whose address is: 313 N Main Street, Hailey, Idaho 83333, the following described premises in ^Twin Falls County, Idaho; to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26,
27, 28, 29, Block 1;

And

Lots 1, 2, 3, Block 2, **TWO CREEKS No. 1 AT THE PRESERVE a PUD**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____, of Plats, page _____, records of Twin Falls County, Idaho.

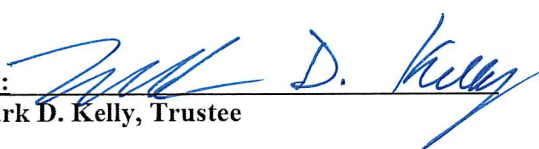
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above; and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: December 10³, 2025

PRESERVE PUD, LLC, an Idaho Limited Liability Company

By: Mark and Kelly Kelly Trust, Dated December 18, 1997, Managing Member

BY:


Mark D. Kelly, Trustee

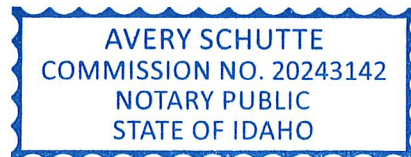
STATE OF IDAHO

County of Twin Falls

On this 12 day of December, 2025, before me, a Notary Public in and for said State, personally appeared **Mark D. Kelly**, known or identified to me to be the trustee of the **Mark and Kelly Kelly Trust, Dated December 18, 1997** and the managing member of the limited liability company of **PRESERVE PUD, LLC**, and the Trust that executed this instrument as a managing member of **PRESERVE PUD, LLC** or the trustee who executed the instrument on behalf of said Trust, and acknowledged to me that such Trust executed the same as said managing member.

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

Avery Schutte
Notary Public for Idaho
Residing in Twin Falls
Commission expires 8/26/2030



TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this 9TH day of JANUARY, 2026, by and between **PRESERVE PUD, LLC, an Idaho Limited Liability Company**, (hereinafter "Trustor"); **TITLEFACT, INC.**, (hereinafter "Trustee"); and the **CITY OF TWIN FALLS, IDAHO** (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

WITNESSETH:

WHEREAS, Trustor is the owner of the real property described below (the "Property"); and

WHEREAS, it is the desire and intent of Trustor to arrange, by and through this Agreement, for the orderly development and sale of the Property, in a manner that is conducive to achieving full compliance with applicable rules and regulations of Twin Falls County, Idaho, and the City of Twin Falls, Idaho, in effect on the date of approval of the subdivision of the property.

NOW THEREFORE, it is agreed between the parties hereto as follows:

1. That upon the execution of this Agreement by both parties, the Trustor agrees to execute and deliver to the Trustee a Warranty Deed, conveying to the Trustee, in Trust, to be held solely for the benefit of the Beneficiary, the Property, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, Block 1;
And

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, Block 2,
TWO CREEKS No. 2 AT THE PRESERVE a PUD, Twin Falls County,
Idaho, according to the official plat thereof recorded in Book _____, of Plats,
page _____, records of Twin Falls County, Idaho.

2. The Trustor and the Trustee agree that the Trustee shall hold said title to the Property in trust, solely for the benefit of the Beneficiary under the terms hereof, and that title to the Property shall be and remain good and marketable and free from any defects, liens, conditions or encumbrances of any kind or nature, other than those appearing of record in the office of the Twin Falls County Recorder, and conditions of the Phase Control Development Notice for lots in Subdivision, a copy of which is attached hereto as Exhibit "A," or those which are placed on the Property with the prior written consent of the Trustee. The Trustee shall not convey, transfer or encumber all or any interest in the Property, save and except to the extent as directed by the Trustor by written instrument delivered to the Trustee.
3. It is understood and agreed that the purpose of this Agreement is to provide Trustor with a convenient means of, subdividing, developing and selling the Property. It shall be the entire responsibility of the Trustor to effect such developing, subdividing and selling of the Property and to provide whatever subdivision plat it may desire and to pay all costs and expenses of said developing, subdividing and selling, and Trustee shall have no liability for any costs or expenses therefor or for any claim, damage, loss or liability sustained to the Property or Trustor or to any other person or persons in connection with said matter, save and except to the extent caused by Trustee's failure or refusal to comply with the terms and conditions of this Agreement.

4. The Trustor may, as it desires from time to time, sell all or any portion of the Property in its sole and complete discretion subject to the restrictions of the Phase Control Development Notice for lots in said subdivision. The Trustee agrees that, when it is so instructed in writing by Trustor, Trustee shall execute and deliver to the person or persons designated by Trustor, a fiduciary deed conveying good and marketable title to the Property or any part thereof as designated, and at said time the Trustor agrees to pay to Trustee any reasonable costs and expenses incurred by the Trustee hereunder and to pay the normal and customary fee for the cost of an owner's title insurance policy to be issued by *TITLEFACT, INC.*
5. It is agreed that Trustee shall not be liable or responsible for the condition of title to the Property, except as may be provided in any title insurance policy issued by the Trustee, and Trustee shall have no liability concerning possession or survey or any taxes, costs or expenses in connection with the Property, other than as herein provided.
6. It is agreed that the term of this Agreement shall expire when all of the above described Lots have been conveyed by the Trustee pursuant to Trustor's written instructions.
7. It is agreed that this Trust Agreement may not be revoked or amended without the prior written approval of the Beneficiary. If Trustee is presented with written notice of Termination by both Trustor and Beneficiary, and Trustee receives Trustor's payment of all reasonable out-of-pocket costs and expenses incurred by Trustee in connection with this Agreement, if any, the Trustee shall immediately reconvey to Trustor the remaining part of the Property; and thereafter no party hereto shall have any further liability to the others in connection with the Property or under the terms of this Agreement.
8. Trustor agrees to indemnify and save harmless Trustee from any claims, demands, judgments, costs and expenses including reasonable attorney's fees and any other obligation or liability of any kind or nature that the Trustee may for any reason suffer, incur or expend by reason of this Trust Agreement or in the administration thereof, other than for or as a result of Trustee's misconduct, breach of this Agreement, or willful neglect.
9. This Agreement shall bind the parties hereto, their heirs, representatives, successors and assigns.
10. It is understood and agreed that the Trustee may charge the Trustor a reasonable fee for serving as Trustee.

Date: _____

11/9/26

TRUSTOR:

PRESERVE PUD, LLC, an Idaho Limited Liability Company

By: Mark and Kelly Kelly Trust, Dated December 18, 1997, Managing Member

BY: _____

Mark D. Kelly, Trustee



Date: January 9, 2026

TRUSTEE:
TITLEFACT, INC.

BY: Raul Ashburn

Date: _____

BENEFICIARY:
CITY OF TWIN FALLS, IDAHO

BY: _____

STATE OF IDAHO
County of Twin Falls

On this 9th day of January, 2026, before me, a Notary Public in and for said State, personally appeared **Mark D. Kelly**, known or identified to me to be the trustee of the **Mark and Kelly Kelly Trust, Dated December 18, 1997** and the managing member of the limited liability company of **PRESERVE PUD, LLC**, and the Trust that executed this instrument as a managing member of **PRESERVE PUD, LLC** or the trustee who executed the instrument on behalf of said Trust, and acknowledged to me that such Trust executed the same as said managing member.

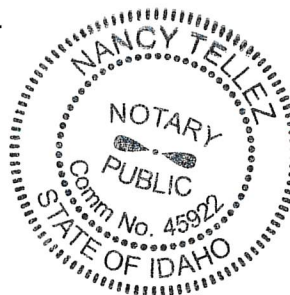
IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Nancy Tellen

Notary Public for Idaho

Residing in Murtawagh

Commission expires 12/5/2029



STATE OF IDAHO
County of Twin Falls

On this 9th day of January, 2026, before me, the undersigned, Notary Public in and for said State, personally appeared Rudy Ashenbrenner, known or identified to me to be the Vice president of the said corporation that executed this 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 affixed my official seal, the day and year in this certificate first above written

Nancy Tellez
Notary Public for Idaho
Residing at: Murtaugh
My Commission expires: 12/5/2029



STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2026, before me, the undersigned, Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ for the City of Twin Falls, Idaho, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same on behalf of the City of Twin Falls, Idaho.

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

Notary Public for Idaho
Residing at:
My Commission expires:

"EXHIBIT A"

PHASE CONTROL DEVELOPMENT NOTICE

THIS NOTICE prohibits the conveyance of any undeveloped lots until such time as an Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

TITLEFACT, INC., will hold the deed to all undeveloped lots in Escrow with instructions to convey only those lots covered by the recorded Improvement Agreement for Developments.

The real property subject to this notice is

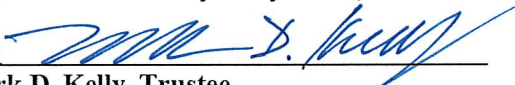
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, Block 1;
And
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, Block 2,
TWO CREEKS No. 2 AT THE PRESERVE a PUD, Twin Falls County.

Date: 1/9/2026

TRUSTOR:

PRESERVE PUD, LLC, an Idaho Limited Liability Company

By: Mark and Kelly Kelly Trust, Dated December 18, 1997, Managing Member

BY: 
Mark D. Kelly, Trustee

Date: January 9, 2026

TRUSTEE:

TITLEFACT, INC.

BY: 

lo

TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

**** SPACE ABOVE FOR RECORDER ****

WARRANTY DEED

FOR VALUE RECEIVED **PRESERVE PUD, LLC, an Idaho Limited Liability Company**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **TITLEFACT, INC., an Idaho corporation, Trustee** for the benefit of PRESERVE PUD, LLC, an Idaho Limited Liability Company, hereinafter called Grantee, whose address is: 313 N Main Street, Hailey, Idaho 83333, the following described premises in ^Twin Falls County, Idaho; to-wit:

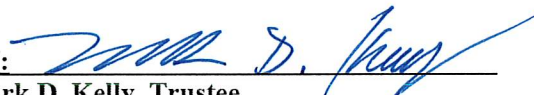
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, Block 1;
And
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, Block 2,
TWO CREEKS No. 2 AT THE PRESERVE a PUD, Twin Falls County,
Idaho, according to the official plat thereof recorded in Book _____, of Plats,
page _____, records of Twin Falls County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above; and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: January 7, 2026

PRESERVE PUD, LLC, an Idaho Limited Liability Company

By: Mark and Kelly Kelly Trust, Dated December 18, 1997, Managing Member

BY: 
Mark D. Kelly, Trustee

STATE OF IDAHO

County of Twin Falls

On this 9th day of January, 2026, before me, a Notary Public in and for said State, personally appeared **Mark D. Kelly**, known or identified to me to be the trustee of the **Mark and Kelly Kelly Trust, Dated December 18, 1997** and the managing member of the limited liability company of **PRESERVE PUD, LLC**, and the Trust that executed this instrument as a managing member of **PRESERVE PUD, LLC** or the trustee who executed the instrument on behalf of said Trust, and acknowledged to me that such Trust executed the same as said managing member.

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

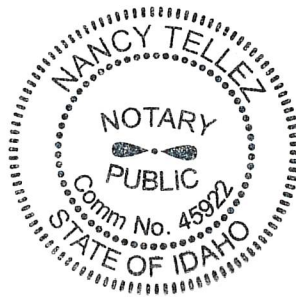
Nancy Tellen

Notary Public for Idaho

Residing in Murtangh

Commission expires

12/5/2029



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.2 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.

WITNESSETH

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

I.

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

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

II.

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

a. Surety Bond

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

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

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

III.

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

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

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

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

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

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

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

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

IV.

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X

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

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

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

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

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

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

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

XI.

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

PUBLIC WAYS

(a) Required Improvements

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

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

(c) Required Inspections and Testing

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

WATER SYSTEM

(a) Required Improvements

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

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

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

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

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

(b) City Costs

- (1) None.

(c) Required Inspections

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

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

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

(b) City Costs

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

(c) Required Inspections and Testing

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

STORM DRAINAGE SYSTEM

(a) Required Improvements

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

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

(b) City Costs

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

(c) Required Inspections and Testing

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

GRAVITY IRRIGATION SYSTEM

(a) Required Improvements

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

(b) City Costs

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

PRESSURE IRRIGATION SYSTEM

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

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

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

SPECIAL FEATURES

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

- a) Required Improvements

- b) City Costs
- (1) None.

XIII.

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

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

XIV.

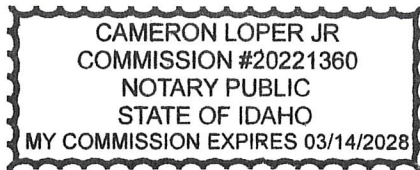
This agreement shall bind the parties hereto, their heirs, successors in interest, and lawful assigns.

XV.

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

Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk_____
Mayor_____
Developer

PRESERVE PUD, LLC
MARK KELLY, MANAGING MEMBER

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

On this 6th day of January, 2026, before me, the undersigned, a Notary Public for Idaho, personally appeared Mark Kelly, 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

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

[Signature]

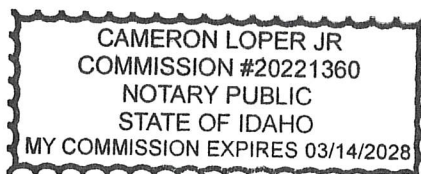
PRESERVE POD, LLC

MARK KELLY, MANAGING MEMBER

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

On this 6th day of January, 2026, before me, the undersigned, a Notary Public for Idaho, personally appeared Mark Kelly, 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

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this 12 day of January, 2025, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and South Canyon Farms, Llc hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development South Canyon Farms RV Park.

WHEREAS, Developer desires to develop said real property for the following purposes: RV Park.

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

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

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

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

W I T N E S S E T H

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

I.

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

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

II.

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

a. Surety Bond

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

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

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

III.

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

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

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

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

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

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

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

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

IV.

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X

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

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

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

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

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

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

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

XI.

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

PUBLIC WAYS

(a) Required Improvements

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

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

(c) Required Inspections and Testing

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

WATER SYSTEM

(a) Required Improvements

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

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

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

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

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

(b) City Costs

- (1) None.

(c) Required Inspections

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

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

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

(b) City Costs

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

(c) Required Inspections and Testing

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

STORM DRAINAGE SYSTEM

(a) Required Improvements

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

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

(b) City Costs

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

(c) Required Inspections and Testing

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

GRAVITY IRRIGATION SYSTEM

(a) Required Improvements

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

(b) City Costs

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

PRESSURE IRRIGATION SYSTEM

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

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

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

SPECIAL FEATURES

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

- a) Required Improvements

b) City Costs

(1) None.

XIII.

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

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

XIV.

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

XV.

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

Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk_____
Mayor

Developer



 Tyler Davis-Jeffs, Manager

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

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

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

 Notary Public for Idaho
 Residing

CORPORATION

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

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

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

Notary Public for Idaho
Residing _____

PARTNERSHIP

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

On this 13th day of JANUARY, 2026, before me, the undersigned, a Notary Public for Idaho, personally appeared TYLER DAVIS-JEFFERS, known or identified to me (or proved to me on the oath of _____) to be one of the partners in the partnership of SOUTH CANYON FARMS, LLC, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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



Notary Public for Idaho
Residing TWIN FALLS, ID
EXP: 8.26.2030

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:
South Canyon Farms RV Park

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

Tyler Davis-Jeffers, Manager

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

On this 13th day of JANUARY, 2026, before me, the undersigned, a Notary Public for Idaho, personally appeared TYLER DAVIS-JEFFERS, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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



[Signature]
 Notary Public for Idaho

Residing TWIN FALLS, ID

EXP: 8.26.2030

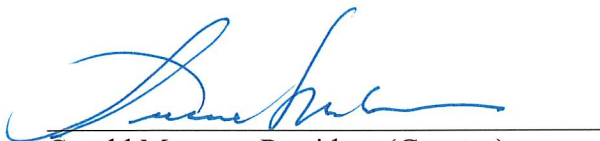
PUBLIC RIGHT-OF-WAY DEED

Champ, 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 19TH day of SEPTEMBER, 2025.



Gerald Martens, President (Grantor)

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

ACCEPTANCE OF RIGHT OF WAY

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

Jason Brown, Mayor

STATE OF IDAHO

) ss.

County of Twin Falls

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

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

NOTARY PUBLIC

Residing at:_____

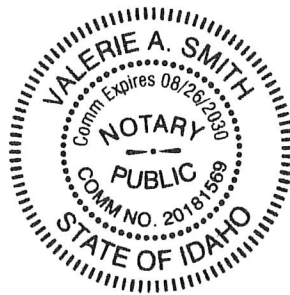
Commission expires:_____

Acknowledgement by Individual:

State of Idaho)
County of Twin Falls)

On this 19TH day of SEPTEMBER, 2025, before me, the undersigned, a Notary Public, personally appeared **Gerald Martens**, known or identified to me to be the persons whose name are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

Seal



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

Acknowledgement by Mayor:

State of Idaho)
County of Twin Falls)

On this _____ day of _____, 202⁵, 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 In: _____

EXHIBIT "A"
LEGAL DESCRIPTION
RIGHT-OF-WAY DEDICATION (3300 EAST ROAD)
TWIN FALLS COUNTY, IDAHO

BEING A PORTION OF GOVERNMENT LOT 4 OF SECTION 18, TOWNSHIP 10 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 18 AS SHOWN ON THAT CERTAIN MAP ENTITLED "EVENING STAR SUBDIVISION NO. 1", RECORDED MAY 16, 2017 AS INSTRUMENT NO. 2017-007648 IN THE OFFICE OF THE COUNTY RECORDER OF TWIN FALLS COUNTY;

THENCE, ALONG THE WEST BOUNDARY OF SAID GOVERNMENT LOT 4, NORTH 00°06'31" EAST 50.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY BOUNDARY OF U.S. HIGHWAY 30 / KIMBERLY ROAD AND BEING THE **REAL POINT OF BEGINNING**;

THENCE, CONTINUING ALONG SAID WEST BOUNDARY, NORTH 00°06'31" EAST 600.00 FEET TO THE SOUTHWEST CORNER OF SAID MAP (2017-007648);

THENCE, ALONG THE SOUTH BOUNDARY OF SAID MAP, SOUTH 89°35'52" EAST 46.00 FEET;

THENCE, LEAVING SAID SOUTH BOUNDARY, SOUTH 00°06'31" WEST 569.91 FEET ALONG A LINE PARALLEL WITH AND FORTY-SIX AND 00/100 (46.00) FEET EASTERLY FROM SAID WEST BOUNDARY;

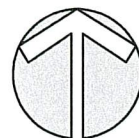
THENCE, ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 89°52'16", AN ARC DISTANCE OF 47.06 FEET AND A LONG CHORD THAT BEARS SOUTH 44°49'37" EAST 42.38 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY BOUNDARY OF U.S. HIGHWAY 30 / KIMBERLY ROAD;

THENCE, ALONG SAID NORTH RIGHT-OF-WAY BOUNDARY, ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 114642.46 FEET, THROUGH A CENTRAL ANGLE OF 00°02'17", AN ARC DISTANCE OF 75.93 FEET AND A LONG CHORD THAT BEARS NORTH 89°46'54" WEST 75.93 FEET TO SAID **REAL POINT OF BEGINNING**.

CONTAINING APPROXIMATELY 0.64 ACRES.

END OF DESCRIPTION





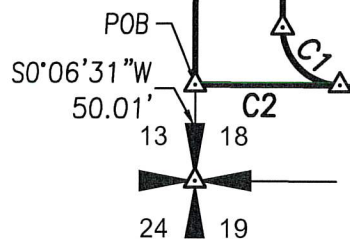
NORTH

Located In
A Portion of
SW⁴ SW⁴, Section 18
Township 10 South, Range 18 East
Boise Meridian
Twin Falls County, Idaho
2026



Curve Table

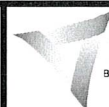
CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	89°52'16"	30.00'	47.06'	42.38'	29.93'	S44°49'37"E
C2	0°02'17"	114642.46'	75.93'	75.93'	37.97'	N89°46'54"W



KIMBERLY ROAD - U.S. HWY 30



EXHIBIT
RIGHT-OF-WAY DEDICATION
TWIN FALLS COUNTY, IDAHO



EHM Engineers, Inc.
BUILDING THE FUTURE ON A FOUNDATION OF EXCELLENCE

Engineers / Surveyors / Planners
621 North College Road, Suite 100 Twin Falls, Idaho 83301
p (208)-734-4888 fax (208)-734-6049 web: ehminc.com

JOB NO.: 024-25
APPROVED:
DESIGN:
DRAWN: CSH
DATE: JANUARY 2026
SCALE: SHOWN
V 024-25 ROW-TEL NORTH
Sheet No.: 1



Date: Monday, February 2, 2026
To: Honorable Mayor and City Council
From: Fire Chief

PRESENTATION

Request:

Presentation to recognize Twin Falls Fire Department's newest Firefighters, Grady Heil, McKay Poulsen, Conor Kellogg, and Jacob Hiersekorn for their completion of TFFD's Fire Recruit Academy, take their firefighter oath, and the pinning of their badges.

Time Estimate:

The presentation will take approximately 20 minutes.

Background:

In November 2025, Grady, McKay, Conor, and Jacob were hired and had all recently completed an eight-week recruit fire academy.

Recruit Firefighters

Grady Heil

My name is Grady Heil, and I grew up in Nampa, Idaho. After high school, I attended the University of Utah and the College of Western Idaho. I have experience working in the fire protection industry, assisting with the installation and inspection of fire sprinkler systems.

Outside of work, I enjoy spending time outdoors hunting, fishing, and golfing. I am truly honored for the opportunity to begin my fire service career with the Twin Falls Fire Department and look forward to serving this community.

McKay Poulsen

My name is McKay Poulsen, I am a local and call Twin Falls home. I attended Kimberly High School and graduated in 2017. I worked some odd jobs after high school trying to figure out what career path I wanted to take. I began driving semi-trucks and was a truck driver for several years, hauling freight for a company my father-in-law owns. As a kid, I always dreamed of being a firefighter and decided to pursue that dream in 2023. I went back to school, obtained my EMT license and completed the CSI Fire Science Program as an introductory program to the Fire Service. I began my Fire Service career in 2024 when I was hired as a full-time firefighter for the Buhl Fire Department. I enjoy spending time outdoors, watching football, and being with my family. I absolutely enjoy every part of the job as a firefighter, and I love doing what I can to make a difference in the community. I look forward to the opportunity of being able to serve those in the city of Twin Falls and join an incredible Fire Department.

Conor Kellogg

My name is Conor Kellogg. I grew up in Spokane, Washington, and graduated from Mt. Spokane High School in 2021. After high school, I went straight into the trades, working everything from residential electrical to low-voltage and utility line work, this gave me a strong mechanical background and taught me how to work. I began my fire service career in 2023 with Newman Lake Fire & Rescue before continuing it in Butte, Montana with Racetrack Volunteer Fire and Boulevard Volunteer Fire Department in 2024. Outside of work, I enjoy camping, off-roading, and working on anything with an engine. I'm truly grateful for the opportunity to serve the people of Twin Falls and to have the opportunity to be part of the Twin Falls Fire Department!

Jacob Hiersekorn

My name is Jacob Hiersekorn, and I am 20 years old. I was born in Orange County, California, and moved to the Treasure Valley with my family in 2017. I graduated from Rocky Mountain High School in 2023, where I was involved in several extracurriculars, the most notable being speech and debate. I spend my free time riding motorcycles, going to the gym, or enjoying nature. After high school, I attended the University of Idaho for a year before deciding to pursue a different path. In the fall of 2024, I completed an EMT program and earned my certification, later working for an inter-facility transport agency. In 2025, I attended the College of Western Idaho Fire Service Academy, where I gained my first hands-on experience in the fire service. I am excited to join the Twin Falls Fire Department and serve this great community!

Approval Process:

N/A

Budget Impact:

Regulatory Impact:

N/A

History:

Analysis:

Conclusion:

Chief Brooks would like to have Twin Falls Fire Departments' newest firefighters sworn in before the City Council, with Mayor Jason Brown administering the Firefighter's Oath of Office on this Monday, February 2, 2026.

Attachments:

1. Firefighter Oath of Office

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

I, _____, solemnly swear to serve the people of Twin Falls, to safeguard life, health, and property.

I will respect the rights of all, obey the laws of this country, and honor those with whom I serve.

I will uphold the standards of my profession and the values and leadership philosophies of the City of Twin Falls and Fire Department.

I freely accept this duty and make these promises upon my honor.

Signature

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

ATTEST:

Jason Brown, Mayor

Mitchell Brooks, Fire Chief





Date: Monday, February 2, 2026

To: Honorable Mayor and City Council

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

ACTION ITEM

Request:

Consider a request to allocate \$300,000 Shoshone Falls/Dierkes Lake cash reserves for reimbursable site improvements associated with the Memorandum of Understanding with Idaho State Department of Agriculture.

Time Estimate:

Allow approximately 5 minutes for presentation of request, council questions and deliberation.

Background:

On April 21, 2025, Council approved a Memorandum of Understanding (MOU) between Idaho State Department of Agriculture (ISDA) and the City of Twin Falls. This MOU establishes the need for ISDA to operate an inspection and hot wash station at Shoshone Falls boat ramp. Additionally, any improvements to the area are eligible for reimbursement up to \$300,000 with prior approval from ISDA as outlined in the attached MOU.

Staff is working with ISDA on plans to expand the parking lot area at Shoshone Falls boat ramp to first accommodate the hot wash station, then provide additional paved parking for the future of the space. This request will allocate funds for use in this project, including design fees, contract fees and other expenses associated with this project.

Approval Process:

A simple majority will approve this request.

Budget Impact:

Approval will designate \$300,000 of SSF/Dierkes Lake cash reserves for use in the project, to be reimbursed by ISDA.

Regulatory Impact:

Approval will allocate funds and allow staff to pursue improvements at the boat ramp.

History:

N/A

Analysis:

N/A

Conclusion:

Staff believes these improvements are mutually beneficial, in compliance with the MOU, and recommends council approval.

Attachments:

1. 2025 Twin Falls City MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN THE IDAHO STATE DEPARTMENT OF AGRICULTURE
AND CITY OF TWIN FALLS

This Memorandum of Understanding (“MOU”) is made by and between the Idaho State Department of Agriculture (“ISDA”), 2270 Old Penitentiary Rd., P.O. Box 7249, Boise, ID 83707, and the City of Twin Falls, 203 Main Avenue East, Twin Falls, ID 83301, (“City”) (ISDA and City, collectively, “Parties”).

WHEREAS, the Idaho Legislature enacted the Idaho Invasive Species Act of 2008 (“Act”) Idaho Code§ 22-1901 *et seq.*, and expressed its concern regarding the increasing threat of invasive species;

WHEREAS, pursuant to the Act, ISDA has the authority to conduct inspections of public or private premises, lands, bodies of water, means of conveyance or articles of any person in order to inspect, survey, treat, control, collect samples of or destroy any invasive species.

WHEREAS, pursuant to the Act, ISDA also has the authority to seize, decontaminate or destroy any invasive species, and to issue hold orders;

WHEREAS, pursuant to the Act, ISDA has the authority to delegate authorities and duties under the Act to other state and local agencies, and to enter into memoranda of understanding to implement that delegation;

WHEREAS, pursuant to IDAPA 02.06.09.132 - .134, ISDA has the authority to inspect watercraft to prevent the introduction or spread of aquatic invertebrate invasive species (“AIIS”) in the State of Idaho. which inspection may include decontamination of the watercraft or conveyance;

WHEREAS, ISDA has designated and categorized AIIS in IDAPA 02.06.09.123, .130 and .140;

WHEREAS, ISDA desires to make use of a portion of City of Twin Falls Property at the Shoshone Falls Park for the sole purpose of operating "Inspection Stations" consisting of, but not limited to, shed/shelter, storage pod, electrical utilities and temporary traffic control (TTC) (i.e., signage, portable changeable message boards, channelizing devices).

WHEREAS, Inspection Stations are Idaho's first-line of defense against the introduction and spread of aquatic invasive species, and that strategically placed Inspection Stations maximize contact with watercraft and conveyances that are exiting the impacted mid-Snake region.

WHEREAS, the City has been organized in accordance with the provisions of; Title 50, Chapter 1, Idaho Code.

WHEREAS, the City has the authority to enter into such contracts as may be necessary and

convenient for the exercise of its powers;

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

I. RESPONSIBILITIES AND PROCEDURES

City agrees as follows:

- City grants to ISDA a right to use a portion of City property for the sole purpose of operating Inspection Station, upon the terms of this MOU.
- City will maintain oversight of the Inspection Stations site. ISDA notifications and requests for service should be directed to their respective City Contact.
- City shall not damage ISDA's property while accessing the property.

ISDA agrees as follows:

- Utilities shall be installed with meter(s) billed to ISDA. Location and placement of utilities shall be approved by the City prior to placement.
- Temporary traffic control (TTC) and signage shall be erected and maintained meeting City Operational Procedures, Manual on Traffic Control Devices (MU T.C.D), or as directed by The City of Twin Falls and their respective regulations.
- A TTC plan(s), including changes or modifications, shall be submitted to City for approval and acceptance prior to placement. Approved TTC plan(s) shall be kept on file with copies on-site and made available for inspection.
- Permanent signage may be requested and paid for by ISDA with the submittal of appropriate permits, at no fee.
- At times when Inspection Station activities are suspended or closed: TTC devices including signs shall be removed and placed at least 15' from the edge of travel way with face of sign turned down; permanently placed signs shall be covered, flip-down signs shall be in the closed position with flashing beacons removed or deactivated.
- ISDA at sole cost and expense, shall at all times properly maintain and keep in good and sanitary condition and repair the property and any improvements thereto.
- Notwithstanding anything to the contrary in this MOU, City shall have such access to the property as is necessary for City use for any reason.
- ISDA, at sole cost and expense, shall remove all improvements including personal

property and underground utility lines and restore site according to City request upon termination of MOU or abandonment of Inspection Station.

II. LOCATIONS:

Shoshone Falls Park, Twin Falls, Idaho and other agreed upon locations within the impacted area.

III. FINANCING

ISDA agrees as follows:

- ISDA is responsible for all costs incurred in operating the Inspection Station.
- ISDA is responsible for all costs, including but not limited to, installation, maintenance, removal and/or relocation of Inspection Station in the event the site is no longer in use by ISDA or upon agreement termination.
- ISDA agrees to reimburse City of Twin Falls, at Department costs, upon submittal of invoice(s) for resource and services including but not limited to labor, material, and equipment costs incurred for the projects at the sites listed, provided by City of Twin Falls at the request of ISDA.
- ISDA specifically agrees to be solely responsible for paying all utility costs associated with the Inspection Station.

City agrees as follows:

- City is responsible for the submission of City and 3rd party invoices and supporting documentation in accordance with MOU.
 - City will supply plans for proposed improvements or projects to ISDA for approval prior to implementation.
- A. Reimbursable Expenditures. ISDA will only reimburse the City for actual expenses incurred for 3rd party contractors, supplies, and materials as well as for labor related to work completed by the City at the fully burdened hourly rate established in this agreement. Expenditures cannot exceed a total reimbursement amount of three hundred thousand dollars (\$300,000.00). If the City spends funds in a manner inconsistent with this MOU, ISDA will require City to reimburse the funds, unless subsequently authorized by ISDA.

Any award to the City will be used solely for the purpose of site improvements and expenditures as outlined below. No portion of any award to City will be used for any purpose other than for these provisions, without the prior express written consent of ISDA.

1. ISDA reserves the right to review and approve all expenditures made pursuant to this MOU, in order to determine whether they are reimbursable or not. Upon notice by

ISDA of insufficient supporting documentation, City must provide the missing financial records such as receipts of expenditures or invoices and proof of payment, such as general invoice report or checks/warrants within three business days to ISDA's Program Manager for review. City must obtain written authorization from ISDA before it purchases items for reimbursement. Only reimbursable, actual expenditures or labor hours and dollar amounts based upon the fully burdened hourly rate established in this agreement should be listed on the invoice for reimbursement. The City bears the burden for payment for non-reimbursable expenditures.

- a. The following are examples of reimbursable 3rd party contractor expenditures:
 - Inspection Station site improvement costs including any construction work on or improvement to site grading, hard surfaces such as asphalt or cement, curbs and gutters, culverts and drainage structures, utility extensions and hookups, and traffic control equipment, gates, or signage.
 - Rental charges for equipment and machinery are reimbursable if all expenditures, rentals, etc. are approved by ISDA prior to rental. Written ISDA approval will be provided to the City and a copy kept in the agreement file at ISDA.
- b. The following are examples of reimbursable expenditures for work performed directly by the City:
 - Inspection Station site improvement costs including any construction work on or improvement to site grading, hard surfaces such as asphalt or cement, curbs and gutters, culverts and drainage structures, utility extensions and hookups, and traffic control equipment, gates, or signage.
 - A total number of direct labor hours for each consecutive work time period, must be reported on invoices. The hourly fully burdened base rate for all direct labor hours is \$30.00/hour.
 - Rental charges for equipment and machinery are reimbursable if all expenditures, rentals, etc. are approved by ISDA prior to rental. Written ISDA approval will be provided to the City and a copy kept in the agreement file at ISDA.
 - Utility costs for the site, if not billed directly to ISDA.
- c. The following is a non-exhaustive list of non-reimbursable expenditures. Any non-reimbursable expenditures are the City's responsibility.
 - ACTIVITIES AND EXPENSES NOT SPECIFICALLY DEFINED IN THE MOU such as:
 - o Meals and refreshments or meeting expenses
 - o Actual employee salary and fringe benefits for work performed directly by the City.
 - o Paper, pens, pencils, and other small miscellaneous office supplies
 - o Miscellaneous tools including flashlights and batteries

- o Printing or publication of regional invasive species booklets or calendars
- o Expenses such as essay contest cash awards, prizes, t-shirts, water bottles, or other such items
- o Accounting, auditing, or payroll software fees
- o Unauthorized or non-itemized fuel expenditures
- o Wireless data charges
- o Newspaper ads
- o Drug tests
- o Vehicle maintenance
- o Cell phone charges (including pre-paid minutes)
- o Activities other state and federal agencies are required to perform
- o Fines and penalties due to violations of, or failures to comply with, federal, state, or local law
- o Interest on bonds, interim financing and associated costs to finance projects
- o Legal expenses
- o Lobbying or expenses associated with lobbying
- o Ordinary operating expenses of state or local government
- o Personal injury compensation or damages arising out of the project, whether determined by adjudication, arbitration, negotiation or other means
- o Professional dues
- o Training unrelated to the project
- o Scientific research unrelated to a specific invasive species activity
- o Other incidental costs are also not allowed under this Agreement. incidental costs are those that are defined by ISDA as “accompanying but not a major part of work completed”.

Terms of Payment.

1. Total payment amount. ISDA will only reimburse City for work done that is consistent with actual hours worked or actual expenses incurred with this MOU, in an amount not to exceed \$300,000.00.
2. Administrative Fees. City may not take any administrative fees prior to funds being spent in accordance with this MOU. For the purposes of this MOU, administrative fees must not exceed ten percent (10%) of the total expended funds. Administrative fees are to cover those costs associated with the management and general function of this MOU. Examples include general business expenses such as office supplies as well as the gathering and submission of invoices and supporting documentation in accordance with this MOU.
3. Invoices. City will submit invoices on the 10th of each following month to ISDA. Only reimbursable, actual expenditures or labor hours and dollar amounts based upon the fully burdened hourly rate established in this agreement should be listed

on the invoice for reimbursement.

4. Submission of monthly invoice and documentation

- a. The invoice will list all reimbursable, actual expenditures or labor hours and dollar amounts, based upon the fully burdened hourly rate established in this agreement.
- b. Supporting documentation for all reimbursable, actual expenses should include the receipt for the expense in question, an explanation and/or reason for the expenditure, proof of payment and any correspondence with ISDA staff about the expenditure.
- c. Supporting documentation for labor hours and dollar amounts, based upon the fully burdened hourly rate established in this agreement, for work performed directly by the City need to be fully documented on the invoice. The invoice needs to include a total number of direct labor hours for each consecutive work time period and an explanation and/or reason for the labor hours.
- d. Any edits to invoices may only be done when specifically requested by ISDA, and then only on the most recent invoice when addressing past mistakes or entries.

5. Final invoice reporting requirement City will submit a final Invoice to ISDA no later than January 1st, 2026.

6. Compliance with MOU. City agrees that in order to receive funding, it must comply with all terms and conditions in this MOU. ISDA may unilaterally terminate or suspend all or part of the MOU if City fails to discharge any of the obligations or comply with any of the terms and conditions contained herein unless ISDA determines that a failure to discharge the obligations or comply with the terms and condition of the MOU is caused by circumstances totally beyond the control of the City.

IV. GENERAL TERMS AND LIMITATIONS

- A. Performance. The Parties understand and agree that the City of Twin Falls is in no way associated or connected with the performance of any activities undertaken by ISDA under this MOU, or the incurring of expenses by ISDA in conjunction with ISDA's activities on the City of Twin Falls Property. ISDA may delegate the operation of the inspection stations to a third-party.
- B. Indemnification. Both parties shall be responsible only for the acts, omissions or negligence of such parties own Employees. The Parties acknowledge that all parties participate in the State of Idaho Risk Management Program comprehensive liability plan utilizing the Retained Risk Account ("Risk Program") or other qualified insurance policy. Each Party is obligated to notify the Division of Risk Management or other qualified insurer and the other parties upon receipt of notice or in the event it has knowledge of any claim or damage arising out of the Agreement.

Nothing in this MOU shall be construed as expanding the liability of either party. In the event of a liability claim, each party shall defend their own interests. Neither party shall be required to provide indemnification of the other party.

- C. Regulatory Responsibilities. Nothing in this MOU between the City of Twin Falls and ISDA shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this MOU is subject to the laws and regulations of the state of Idaho and of the United States.
- D. Notices. Any notice given in connection with this agreement shall be in writing and shall be delivered either by hand to the other party, by certified mail, postage prepaid, return receipt requested, to the addressee provided below or by facsimile transmission to the other party at the facsimile number below. Notice shall be deemed delivered immediately upon personal service or facsimile transmission or forty-eight (48) hours after depositing notice or demand in the United States mail.
Either party may change its address by giving written notice of the change to the other party.

TO: ISDA
2270 Old Penitentiary Rd.
P.O. Box 7249
Boise, ID 83707
Attn: Cole
Morrison

TO: City of Twin Falls
203 Main Avenue East
Twin Falls, ID 83301

- E. No Authority to Bind ISDA. The City has no authority to enter into contracts or agreements on behalf of ISDA. This Agreement does not create a partnership between the parties, and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between ISDA and the City in any respect.
- F. Assignment. Neither party may assign its rights or delegate its duties in whole or in part, without the prior written consent of the other except that the City may assign as collateral its right to payment under this Agreement with prior written notice to ISDA.
- G. Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
- H. Modification. No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both ISDA and City. Modifications to this memorandum shall become effective upon mutual agreement and written approval by the City of Twin Falls representative or delegate and the signing authority of ISDA.

- I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understanding between ISDA and the City.
- J. Attorney's Fees. In the event a lawsuit of any kind is instituted under this Agreement or to obtain performance of any kind under this agreement, the prevailing party shall be entitled to additional sum as the court may award for reasonable attorney's fees, subject to the other party's right to appeal.
- K. Applicable Law. This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.
- O. Jurisdiction and Venue. The parties consent to the jurisdiction of the state court of Ada County in the State of Idaho in the event of any dispute with respect to this Agreement.
- P. Legal Compliance. City agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations.
- Q. Fiscal Necessity and Non-Appropriation. ISDA is a government entity, and it is understood and agreed that ISDA's payments herein provided for shall be paid from Idaho State Legislative appropriations. The Legislature is under no legal obligation to make appropriations to fulfill this Agreement. This Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time.

ISDA reserves the right to terminate this agreement in whole or in part if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds a may be required for ISDA to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if ISDA discontinues or makes a material alteration of the program under which funds were provided. ISDA shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable.

All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the City. Further, in the event of non-appropriation, ISDA shall not be liable for any penalty, expense or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

- R. Officials. Agents and Employees of the ISDA Not Personally Liable. It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of ISDA shall have any personal

liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.

- S. Headings. The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.
- T. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- U. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of ISDA's or the State's sovereign immunity, which immunity is hereby expressly reserved.
- V. Effective Date. This MOU shall become effective upon signature of the City representative or delegate and the signing authority for ISDA, whichever is most recent, for the time period of January 01, 2025 through December 01, 2025.
- W. Termination. This MOU shall remain in force unless formally terminated by either party after thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, ISDA and the City of Twin Falls have executed this Memorandum of Understanding.

Idaho State Department of Agriculture

City of Twin Falls

By: _____

By: _____

Chanel Tewalt, Director

City of Twin Falls Authorized Signer

Date

Date



Date: Monday, February 2, 2026
To: Honorable Mayor and City Council
From: Mitch Humble, Deputy City Manager

ACTION ITEM

Request:

Approval of a license agreement with New Cingular Wireless for a cellular antenna lease on the City-owned antenna tower located at 929 Washington Street South.

Time Estimate:

The presentation and discussion should take about five minutes.

Background:

In August 2025, the Council approved a request from Wireless Edge Consultants to purchase the former fire station #3 property, located at 929 Washington Street South. Wireless Edge is a cellular tower company that provides antenna locations for cellular service providers. They want to buy the property because it has a cell tower located on it. The current antenna tenant on that tower has a lease that expires in about 18 months. One condition of their offer to buy the property is that the City needs to extend that antenna lease with terms that are agreeable to Wireless Edge prior to their closing on the purchase of the property.

Since the City approved their purchase request, Wireless Edge has been working with New Cingular Wireless on an extension to the antenna license agreement. That negotiation has recently concluded, and they have agreed to terms of a license agreement between the City and New Cingular Wireless that will allow them to maintain their antenna on the tower for the next 30 years. What is left for the City is to now approve the license agreement so that we can proceed with the sale of the property to Wireless Edge. At the time that we prepared the packet for the Council meeting, we did not yet have the signed agreement from New Cingular Wireless. We will bring the agreement with us to the meeting on Monday.

The execution of the agreement should occur concurrently with the closing of the sale of the property. Therefore, staff recommends that the Council approve the license agreement on the condition that the final sale of the associated property be completed. This item is just for the approval of the license agreement. There is another item on tonight's agenda regarding the final approval of the sale of the property.

Approval Process:

A simple majority vote of the Council is needed to approve this request.

Budget Impact:

The attached license agreement authorizes New Cingular Wireless to rent space on a City antenna tower for up to 30 years. The initial term of the agreement includes a monthly rental fee of \$2,400 with an annual increase of 3% per year after the initial year. However, the City has an agreement with Wireless Edge to purchase the property containing the tower concurrently with the execution of the license agreement. Therefore, there is no financial impact on the city for approval of the license agreement. However, there is a financial impact related to the sale of the property. That impact is tied to a separate item on tonight's Council agenda.

Regulatory Impact:

If the Council approves this request, the mayor will be authorized to execute the license agreement on behalf of the City, subject to the final sale of the former fire station #3 property being scheduled. The license agreement and the closing of the sale should occur simultaneously.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council approve the attached license agreement, as presented, subject to the final sale of the former fire station #3 property, and authorize the mayor to execute the agreement.

Attachments:

1. Wireless Edge executed Letter of Intent 9-2-25



38 West Market Street
Rhinebeck, New York 12572
Office: (914) 712-0000
Fax: (914) 712-9005

Letter of Intent

August 8, 2025

Steep Steel, LLC
1135 Grand Central Parkway, Suite 300
Conroe, TX 77304
Attention: James Kennedy, CEO

Re: **City of Twin Falls - Sale of Property, Telecommunication Tower, Easements, Assignment of Leases**

Dear Mr. Kennedy:

Wireless EDGE Consultants, LLC (including its affiliates, the "Buyer") hereby tenders the following offer:

1. **Acquisition.** The Buyer offers to acquire from the City of Twin Falls, ID. (the "Seller") the property located at 911 Washington Street South, Twin Falls, Idaho 88301 ("Property") in its entirety, including all related commercial communications assets and improvements, as applicable including, but not limited to, interests in the pre-existing and future tenant leases thereunder and all other related property (collectively, the "Assets") for a purchase price of **Seven Hundred Thirty Thousand Dollars (\$730,000.00)** (the "Purchase Price"). As of the closing, the Assets shall be free from any liens or encumbrances.
2. **Conditional Provisions.** The offer made in Section 1 is conditional upon the Seller's acceptance and acknowledgment of the following provisions:
 - 2a. **Lease Renewal.** The offer made in Section 1 is contingent upon the renewal of the Tower Space Lease – Fire Station #3 between the City of Twin Falls, Idaho and NewCom Wireless, LLC (including any successor-in-interest) at terms acceptable to Buyer.
 - 2b. **Fire Station Sale.** The offer made in Section 1 is contingent upon the Buyer's right to market the Property during escrow and sell Property to a third party concurrently with or following closing upon Buyer's successful completion of item 2a.
3. **Deposit.** Within five (5) business days of acceptance of the offer made in Section 1, Buyer will pay one percent (1%) of the Purchase Price as a deposit, to be held by Seller's counsel, as escrow agent. This Deposit will be refundable if the parties are unable to complete transaction through no fault of Buyer.
4. **Ownership of the Assets.** Seller and Buyer acknowledge and agree that Seller currently owns the Property, the commercial communications assets and, as further consideration for the Purchase Price, contemporaneously with the closing of the Easement and Assignment and Assumption of Leases, Seller shall sell to Buyer, the Assets.



38 West Market Street
Rhinebeck, New York 12572
Office: (914) 712-0000
Fax: (914) 712-9005

5. No Financing Contingency. The offer made in Section 1 of this letter is not subject to any financing contingency.
6. Definitive Agreements. The transaction will be contingent on the execution of definitive agreements, acceptable to Seller and Buyer, containing all of the terms and conditions thereof, with such representations and warranties, covenants, indemnities, and conditions as are customary to transactions of this nature, including a condition that no material adverse change shall have occurred in the assets, the operation, the financial condition, or the prospects of the Assets. The definitive agreements will include an Easement Agreement for telecommunications purposes and an Assignment and Assumption of Lease Agreement.
7. Due Diligence; Exclusivity. The consummation of the transaction is conditioned upon the Buyer being satisfied with the results of a due diligence review in which the Buyer and its representatives shall be afforded access at mutually agreeable times to all facilities of and information regarding the Assets. The due diligence review period shall be Forty Five (45) days from the date this letter of intent is counter-signed by the Seller (the "Due Diligence Period"). During the Due Diligence Period, the Seller and its representatives will not, directly or indirectly, solicit, accept or negotiate any competing offers or provide any confidential information regarding the Assets to any third party. If the Buyer has delivered a draft definitive agreement within the 45-day period, the exclusivity period will be extended by an additional 15 business days so that the parties can finalize their negotiations.
8. Operation of the Assets. Between the date of this letter and the closing of the transaction, the Seller will (a) in all material respects, operate the Assets only in the ordinary course and not enter into any contracts or leases which are not in the ordinary course and customary conduct of the Assets; (b) maintain the Assets in sufficient operating condition and repair to enable them to operate in all material respects in the manner in which they are currently operated; (c) not sell or encumber any of the Assets; (d) use its commercially reasonable efforts to continue all material existing insurance policies (or comparable insurance) of or relating to the Assets in full force and effect; (e) use its commercially reasonable efforts to preserve its relationship with its tenants and others having material business dealings with the Seller; (f) maintain its books of account related to the Assets in accordance with historical practices; and (g) materially comply with applicable rules and regulations related to the Assets.
9. Binding and Non-binding Provisions. It is understood that Section 1 of this letter represents an expression of our mutual intent to agree only. No party shall in any way be bound to enter into the transaction until definitive agreements are executed and all other conditions to the consummation of the transaction have been fulfilled. Notwithstanding the foregoing, the parties agree that none of the provisions of this letter except Sections 4 and 7 are binding on the parties.
10. Broker; Expenses; Public Announcements. The parties agree that, except as set forth in definitive agreements, each will be responsible for its own legal, broker's commissions, consulting fees and other expenses and that neither will make any public release of information concerning the transaction (other than as required by law after consultation with the other party).
11. Timing of a Transaction. The Buyer is prepared to move expeditiously and close as soon as all conditions in the definitive agreement are fulfilled with a closing date on or about the date that is the later of ninety (90) days from the Execution Date below or thirty (30) days from the execution of the NewCom Wireless renewal lease.



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12. **Entire Agreement.** This letter contains the entire agreement between the parties with respect to its subject matter and supersedes all negotiations, prior discussions, agreements, arrangements, and understandings, written or oral, relating to the subject matter of this letter.

13. **Expiration of Offer.** If this letter accurately reflects our understanding with respect to the matters covered hereby, please sign, date, and return a copy to us. The undersigned's email address is arthur@wirelessedge.com. If this letter is not accepted by 5:00 p.m. (Eastern) on September 10, 2025, this proposal will expire.

14. **Counterparts/Electronic Transmission.** This Agreement may be executed in any number of counterparts, any of which may be executed and transmitted by email, facsimile or other electronic method (e.g., DocuSign), and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Very truly yours,

John E. Arthur
Wireless Edge Towers III, LLC

ACCEPTED AND AGREED:

City of Twin Falls, Idaho.

By: 
Name: Mitchell Humble
Title: Deputy City Manager
Date: 9/2/25 ("Execution Date")

Wireless EDGE Consultants, LLC

By: 
Name: John E. Arthur
Title: President & CEO



Date: Monday, February 2, 2026
To: Honorable Mayor and City Council
From: Mitch Humble, Deputy City Manager

ACTION ITEM

Request:

Approve the final sale of real property located at 929 Washington Street South to Wireless Edge Consultants and provide direction regarding the allocation of the \$730,000 in unanticipated revenue from that sale.

Time Estimate:

The presentation and discussion should take about five minutes.

Background:

In August 2025, the Council approved a request from Wireless Edge Consultants to purchase the former fire station #3 property, located at 929 Washington Street South. Wireless Edge is a cellular tower company that provides antenna locations for cellular service providers. They want to buy the property because it has a cell tower located on it. The current antenna tenant on that tower has a lease that expires in about 18 months. One condition of their offer to buy the property is that the City needs to extend that antenna lease with terms that are agreeable to Wireless Edge prior to their closing on the purchase of the property.

Since the City approved their purchase request, Wireless Edge has been working with New Cingular Wireless on an extension to the antenna license agreement. That negotiation has recently concluded. We have a final draft of a license agreement between the City and New Cingular Wireless that will allow them to maintain their antenna on the tower for the next 30 years. Wireless Edge has accepted the terms of the license agreement, completing this particular condition of the sale. The City and Wireless Edge Consultants can now proceed to finalize their purchase of the property for the agreed-upon price of \$730,000. Staff recommends that the Council approve the final sale of the property and authorize the mayor to execute the associated closing documents.

With the sale of the property as described above, the City will receive \$730,000 of un-budgeted revenue. As we were going through the FY2026 budget process, there were a couple of capital projects that Council members wanted to fund, but were unable to. Those projects included improvements to Baxter's Dog Park and lighting for the resurfaced tennis and pickleball courts at Harmon Park that were included in the FY2026 budget. When the Council considered the request from Wireless Edge to purchase the property, some Council members suggested that this sale revenue could be used to complete these two park capital projects. Now that the revenue is coming in from the sale of the property, the Council can officially designate the use of that revenue for these two projects, if the Council wishes to do so. The estimate to construct the improvements at Baxter's Dog Park is \$600,000. We do not yet have an estimate from an electrician to install lighting on the tennis/pickleball courts, though one has been requested. We do know that we will need to install a new electric service for those lights and convert the power from overhead poles to underground. Therefore, we expect these lights to cost more than the last lights that we installed at the courts in Frontier Park. We would request that the balance of the revenue, or \$130,000, be set aside for the lighting of the courts, until we receive the estimate that we had requested.

Approval Process:

A simple majority vote of the Council is needed to approve this request.

Budget Impact:

Should the Council approve this request, the City will receive \$730,000 of unanticipated revenue from the sale of the property to Wireless Edge Consultants. The request would also direct staff on the Council's wishes for the allocation of that revenue.

Regulatory Impact:

Should the Council approve the request, staff will proceed to schedule the closing of the sale of the property as described, and the mayor will be authorized to execute the closing documents. Also, staff will proceed to begin work on the projects that the Council directs to be completed with the revenue received from the sale of the property.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council approve the final sale of the former fire station #3 property to Wireless Edge Consultants in the amount of \$730,000, authorize the mayor to execute the final closing documents, and provide direction on how to allocate the un-budgeted revenue associated with the sale of the property.

Attachments:

1. Wireless Edge executed Letter of Intent 9-2-25



38 West Market Street
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Letter of Intent

August 8, 2025

Steep Steel, LLC
1135 Grand Central Parkway, Suite 300
Conroe, TX 77304
Attention: James Kennedy, CEO

Re: **City of Twin Falls - Sale of Property, Telecommunication Tower, Easements, Assignment of Leases**

Dear Mr. Kennedy:

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By: 
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