



## Twin Falls City Council Agenda

Monday, May 18, 2026, 5:00 PM  
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) Consent Calendar
  - a) **ACTION ITEM:** Request to approve City Council May 11, 2026, minutes.  
By: Rachael Long, Deputy City Clerk
  - b) **ACTION ITEM:** Request to approve Accounts Payable May 7-May 13, 2026.  
By: Rachael Long, Deputy City Clerk
  - c) **ACTION ITEM:** Authorize the Mayor to sign Termination of Airport Lease Agreement By:  
Matt Barnes, Airport Manager
  - d) **ACTION ITEM:** Authorize the Mayor to sign the Airport Advertising Agreement By:  
Matt Barnes, Airport Manager
  - e) **ACTION ITEM:** Request City Council approve the Special Event Permit for the organizers of the Iron Warriors Regional Dinner.  
By: Matthew Hicks, Chief of Police
  - f) **ACTION ITEM:** Request City Council approves the Special Event Permit for the organizers of the 250<sup>th</sup> Anniversary Celebration of Our Independence.  
By: Matthew Hicks, Chief of Police
  - g) **ACTION ITEM:** Request for approval of a Final Plat for the Two Creeks No. 1 at the Preserve, a PUD, Subdivision, consisting of 32 lots on 8 (+/-) acres c/o Mark Kelly, Preserve PUD, LLC. (PZ26-0058)  
By: Kelli Ebersole, City Planner
  - h) **ACTION ITEM:** Request for approval of a Final Plat for the Two Creeks No. 2 at the Preserve, a PUD, Subdivision, consisting of 47 lots on 17.6 (+/-) acres c/o Mark Kelly, Preserve PUD, LLC. (PZ26-0059)  
By: Kelli Ebersole, City Planner
  - i) **ACTION ITEM:** Request to declare city equipment #7219 1994 John Deer 4x2 Utility surplus and authorize its sale by online auction.  
By: Cheyene Walker, Fleet Supervisor
- 4) Items of Consideration
  - a) **PRESENTATION:** A formal ceremony swearing in three new Twin Falls Police Department. It is requested that Mayor Jason Brown administer the Oath of Office to Alexander Baiz, Efrain Deleon, and Colin Jensen.  
By: Matthew Hicks, Chief of Police
  - b) **PRESENTATION:** Presentation of POST Basic Certificates to Officers Malakai Brune, Luke Heninger, Sebastian Kondracki, Eric Ryan, and Austin Titus, and the POST Advanced Certificate to ECO Erin Ash and Officer Dzevad Mandzic.  
By: Matthew Hicks, Chief of Police
  - c) **PRESENTATION:** Recognition of Emergency Vehicle Technician Certification Achievement by Jared Grimm  
By: Gretchen Scott, Deputy City Manager
  - d) **ACTION ITEM:** Requesting the consideration to approve adding delineators to Washington Street North between Addison and Shoup.  
By: Ryan Howe, Troy Vitek
  - e) **ACTION ITEM:** Request to authorize the City Engineer to award the 2026 Mill and Inlay project to Knife River Corporation, in the amount of \$461,766.00 and authorize use of the remaining \$175,000 of the budgeted line for additional work.  
By: AC Palmer, Staff Engineer 1
  - f) **ACTION ITEM:** Consider a request to use Source well Pricing for the purchase and installation of lighting at Harmon Park and accept a quote for \$320,000 from Musco Sports Lighting.  
By: Wendy Davis, Parks and Recreation Director

- g) **ACTION ITEM:** Consider a request to allocate \$30,000 of Shoshone Falls cash reserves to complete the signage plan and design phase.  
By: Wendy Davis, Parks and Recreation Director, Sierra Sandison, Trademark Creatives
- h) **ACTION ITEM:** Consideration of Resolution No. 2026-003 authorizing the Lease of Water Shares.  
By: Travis Rothweiler, City Manager
- 5) General Public Input
- 6) Advisory Board Report/Announcements
- 7) Public Hearings
  - a) **ACTION ITEM:** Request for a recommendation to City Council for a Zoning Title Amendment to clarify policy language and references to improve consistency and implementation; clarify administrative processes such as application submittal requirements, review procedures, and notice procedures; clarify land use regulations/standards and how specific uses are categorized and reviewed.  
By: Jonathan Spendlove & William Klaver
- 8) Executive Session
  - a) **ACTION ITEM:** Request to adjourn to Executive Session pursuant to Idaho Code § 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.
- 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 hearing procedures.
2. Individuals wishing to testify or speak before the City Council or Planning & Zoning Commission shall wait to be recognized by the Mayor or Chair, approach the microphone/podium, state their name, and then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the staff. The staff should make an audio recording of the Public Hearing.
3. A City Staff Report shall summarize the application and history of the request.
4. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
  - **A complete explanation and description of the request.**
  - **Why is the request being made.**
  - **Location of the Property.**
  - **Impacts on the surrounding properties and efforts to mitigate those impacts.**
5. Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor or Chairman.
6. The City Council or Planning & Zoning Commission may ask questions of staff or the applicant pertaining to the request.
7. The 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.



## Twin Falls City Council Minutes

Monday, May 11, 2026, 5:00 PM

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, Cherie Vollmer & Grayson Stone.

Absent:

Staff Present: Deputy City Managers Mitchell Humble & Gretchen Scott, City Attorney Bruce Castleton, Deputy City Clerk Rachael Long, Police Chief Matthew Hicks, Public Information Coordinator Joshua Palmer, City Planner Lisa Strickland, Urban Renewal Director Shawn Barigar, Senior Planner William Klaver

**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, 7 to 0.

- a) Request to approve May 04, 2026, City Council minutes.
- b) Request to approve May 06, 2026, Travel Requests.
- c) Request to Approve accounts payable Apr30-May6 2026.
- d) Request for approval of a Final Plat for the Willow May Subdivision consisting of two lots on 0.8(+/-) acres c/o Shawn Allen, Terra development, LLC. (PZ26-0054)

### 4) Items of Consideration

- a) Consideration of a request to appoint Phillip Hobbs to the Historic Preservation Commission.  
**City Planner Strickland** requested to appoint Phillip Hobbs to the Historic Preservation Commission.

**Discussion ensued on the following: none**

**MOTION: Council Member Stone** moved to approve the request to appoint Phillip Hobbs to the Historic Preservation Commission. **Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- b) Request to adopt Resolution No. 2026-002 declaring the City's intent to dispose of real property and set a date for a public hearing.  
**URA Executive Director Barigar** requested to adopt Resolution No. 2026-002 declaring the City's intent to dispose of real property and set a date for a public hearing.

**Discussion ensued on the following: none**

**MOTION: Council Member Pierce** moved to approve the request to adopt Resolution No. 2026-002 declaring the City's intent to dispose of real property and set a date for a public hearing for June 1st. **Council Member Stone** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- c) Request to reallocate \$9,876.76 of project funds from the Senior Center siding project to replace the building sign and repair the rain gutters.

**Deputy City Manager Scott** requested to reallocate \$9876.76 of project funds from the Senior Center siding project to replace the building sign and repair the rain gutters.

**Discussion ensued on the following:**

**Council Member Murray** asked if the agenda item had one amount and this request is different. An update happened.

**MOTION: Council Member Pierce** moved to approve the request to reallocate \$9876.76 of project funds from the Senior Center siding project to replace the building sign and repair the rain gutters. **Council Member Stone** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- d) Request to amend the City Budget: CDBG Program from \$400,000 to \$900,000; and approve the purchase and installation of replacement playground equipment for City Park using a Cooperative Purchasing Agreement with Source well in the amount of \$249,594 from Big T Recreation and authorize City Staff to sign the quote.

**Senior Planner Klaver** requested to amend the City Budget: CDBG Program from \$400,000 to \$900,000; and approve the purchase and installation of replacement playground equipment for City Park using a Cooperative Purchasing Agreement with Source Well in the amount of \$249,594 from Big T Recreation and authorize City Staff to sign the quote.

**Discussion ensued on the following:**

**Council Member Pierce** asked if we needed one motion or two motions.

**Council Member Vollmer** asked if they are closing Hansen Street fully during this time and the ADA compliance on the kids' playground equipment.

**Council Member Stone** asked if all the funding came from Federal money.

**MOTION: Council Member Pierce** moved to approve the request to amend the City Budget: CDBG Program from \$400,000 to \$900,000; and approve the purchase and installation of replacement playground equipment for City Park using a Cooperative Purchasing Agreement with Source Well in the amount of \$249,594 from Big T Recreation, and authorize City Staff to sign the quote. **Council Member Reid** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

**5) General Public Input**

**Maria Hernandez** honored her Uncle, who is a Retired Chief of Police, for National Police Week.

**Francis Florence** spoke about the PI for the City Park and that he would like to see if someone could help get this fixed.

**Ron Yates** tried to speak about the City Park Plaza but that was against the rules for tonight.

**6) Advisory Board Report/Announcements**

**7) Adjournment**

The meeting adjourned at 05:44 PM

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Rachael Long, Deputy City Clerk

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



**Date:** Monday, May 18, 2026  
**To:** Honorable Mayor and City Council  
**From:** Matt Barnes, Airport Manager, Airport Manager

### **ACTION ITEM**

**Request:**

Authorize the Mayor to sign Termination of Airport Lease Agreement

**Time Estimate:**

N/A

**Background:**

The airport has developed a new lease agreement for SkyWest Airlines. The airline lease agreement was with Delta prior to SkyWest taking over management of the route. SkyWest still maintains a business relationship with Delta to operate SkyWest aircraft and station operations at Joslin Field with routes to Salt Lake City. This arrangement is like previous business operations that have occurred at the airport between SkyWest and Delta.

**Approval Process:**

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

**Budget Impact:**

N/A

**Regulatory Impact:**

The Airport Lease Termination Agreement was negotiated by staff and reviewed and approved by the City Attorney's Office.

**History:**

N/A

**Analysis:**

N/A

**Conclusion:**

Staff recommends that the Council approve the request to authorize the Mayor to sign the Airport Lease Termination Agreement.

**Attachments:**

1. Delta Termination of Airport Lease Agreement

**TERMINATION OF AIRPORT LEASE AGREEMENT**

THIS AGREEMENT is made effective March 8<sup>th</sup>, 2026, by and between the **CITY OF TWIN FALLS, IDAHO**, and hereinafter referred to as "Lessor," and, **DELTA AIR LINES, INC.**, hereinafter referred to as "Lessee."

WHEREAS, the parties hereto entered into an Airport Lease Agreement - Airline ("Lease") effective September 5<sup>th</sup>, 2023, See Exhibit A,

WHEREAS, Delta Air Lines, Inc. operations for the premises subject to the lease terms in Twin Falls will be managed through SkyWest Airlines, INC. as of March 8<sup>th</sup>, 2026,

WHEREAS, the above-mentioned lease term ended September 30<sup>th</sup>, 2026, and a new lease issued to **SkyWest Airlines, INC.**, for the Premises at Joslin Field – Magic Valley Regional Airport effective March 8<sup>th</sup>, 2026.

NOW THEREFORE, the parties agree as follows:

1. The Airport Lease Agreement with Delta Air Lines, INC, effective September 5<sup>th</sup>, 2023, and any amendments thereto, is terminated effective March 8<sup>th</sup>, 2026.
2. In consideration for the issuance of a new lease to **SkyWest Airlines, INC.** for the Premises effective March 8<sup>th</sup>, 2026, Lessee warrant and affirm that Lessee is in compliance with all terms of the existing lease.

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

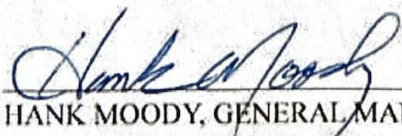
LESSOR:

CITY OF TWIN FALLS, IDAHO a Municipal Corporation,

\_\_\_\_\_  
JASON BROWN, MAYOR

LESSEE:

Delta Air Lines, Inc.

  
\_\_\_\_\_  
HANK MOODY, GENERAL MANAGER

## AIRPORT LEASE AGREEMENT - AIRLINE

THIS AIRPORT LEASE AGREEMENT – AIRLINE (“Lease”) is made effective the 5th day of September 2023, by and between the **CITY OF TWIN FALLS, IDAHO, and COUNTY OF TWIN FALLS**, hereinafter referred to as “Lessor”, and **DELTA AIR LINES, INC.**, authorized to conduct business in Idaho, hereinafter referred to as “Lessee”.

The parties hereto agree as follows:

1. **Description of Property.** In consideration of the rental specified below, the Lessor hereby leases to Lessee the below-described property, hereinafter called the “Premises,” consisting of 3,538 square feet of terminal building space at Joslin Field – Magic Valley Regional Airport (“Airport”) as depicted on Exhibit A attached hereto.

A. **Exclusive Use Areas.** Lessor hereby leases to Lessee the following areas of the terminal building for Lessee’s exclusive use during the Term of this Lease:

- i. Airline Office consisting of 659 square feet;
- ii. Counters consisting of four (4) ticket counter positions for a total square footage of 232 square feet;
- iii. Ticket Kiosks- Two (2) kiosks consisting of 80 square feet;
- iv. Gate Podium - one (1) podium consisting of 110 square feet;
- v. Communications Room consisting of 22 square feet; and,
- vi. Utility Room consisting of twenty-five (25) square feet.

B. **Common Use Areas.** Lessor hereby leases to Lessee the following areas of the terminal building for Lessee’s use in common or jointly with other lessees during the Term of this agreement:

- i. Bag Makeup Room consisting of 1,684 square feet and,
- ii. Bag Claim Area consisting of 726 square feet
- iii. Gate Hold Room

2. **Term of Lease.** The Term of this Lease shall commence on the 5th day of September, 2023 and end on the 30th day of September, 2026 (the “Term”).

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

3. **Use of Premises and Related Airport Facilities.** At all times during the Term of this Lease, the Premises shall be used for the conduct of passenger ticketing, baggage-handling and reservation services, the training of personnel and other activities reasonably necessary and related to the transportation of passengers, mail, and cargo by air. Lessee may, as

part of its operations, utilize airport facilities and property not otherwise exclusively leased for the benefit of others, but open to the public, to carry on the following activities:

- (a) the parking, fueling, refueling, storage and tie-down of aircraft;
- (b) the loading and unloading of passengers and the receipt, dispatch, loading and unloading of baggage, personal property, cargo, freight; and,
- (c) the provision of other services approved by the Airport Advisory Commission.

4. **Right of Access.** Lessee's employees, invitees, contractors, and agents shall have the right of ingress and egress to the Premises by way of public entrances to the terminal building. Lessee's aircraft shall have the right to use the runways, taxiways, and aprons in common with others, pursuant to applicable Federal Aviation Administration rules and regulations and rules and regulations promulgated by the Airport Advisory Commission or the Airport Manager. Lessee and its employees and agents agree not to use the runways, taxiways, and aprons or access roads in such a manner as to obstruct or prevent others from the right of use or travel.

5. **Rent.**

(a) **Initial Rent for Exclusive Use Areas.** Rental for the period September 1, 2023 through September 30, 2023 shall be at the rate of \$16.43 per square foot per year, for an annual rent of \$18,533.04 which shall be prorated and paid in monthly installments in advance at the rate of \$1,544.42 per month. Beginning October 1, 2023, the rental rate will be \$17.74 per square foot per year for an annual rent of \$20,010.72 which shall be prorated and paid in monthly installments in advance at the rate of \$1,667.56 per month.

(b) **Initial Rent for Common Use Areas.** Rental for the period September 1, 2023 through September 30, 2023 shall be at the rate of \$5.47 per square foot per year, for an annual rent of \$13,182.70 which shall be prorated and paid in monthly installments in advance at the rate of \$1,098.56 per month. Beginning October 1, 2023, the rental rate will be \$5.91 per square foot per year for an annual rent of \$14,243.10 which shall be prorated and paid in monthly installments in advance at the rate of \$1,186.93. per month.

(c) **Rent Escalation.** The parties agree that rent for the Premises shall be subject to escalation on October 1 of each year following the commencement of this Lease. For purposes of determining future rents, the base rent payment effective October 1, 2023 shall be \$17.74 per square foot per year. The annual change in the rent payment for future years shall be directly proportional to the percent change in the Annual Average Consumer Price Index (CPI) for all urban consumers (CPI-U, U. S. City Average, all items, unadjusted basis, index base period (1982-84=100)). For example, the base rent change effective October 1, 2023 was calculated as follows:

|                                  |                                            |
|----------------------------------|--------------------------------------------|
| Annual average CPI for 2022      | 292.655                                    |
| Less Annual average CPI for 2021 | 270.97                                     |
| Difference =                     | $292.655 - 270.97 = 21.685$                |
| Percentage Change =              | $21.685 \text{ divided by } 270.97 = .080$ |

Percent change            .080 x 100 =            8 %

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

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

**6.     Fees.**

(a)     Landing Fees. Lessee agrees to pay Lessor a landing fee of \$1.61 per thousand pounds or any fraction thereof, computed and based upon the maximum landing weight of each of Lessee's aircraft landing at the Airport during each calendar month.

(b)     A.R.F.F. Fees. Lessee agrees to pay Lessor an ARFF service fee of \$82.35. The ARFF fee will be charged for each first-flight-of-day morning departure and each aircraft staying overnight. In addition, each aircraft not staying overnight which arrives and deplanes and enplanes passengers then departs will be subject to one ARFF charge to include both the arrival and departure. (For example: 2 daily roundtrip flights with one ramp overnight aircraft equals 3 ARRF charges)

(c)     Power Charge Fees. Lessee agrees to pay Lessor a power charge fee each month in the amount of \$220.00 for ramp lighting, ground equipment charging, ground power units, airplane heating and heating of de-icing equipment.

(d)     The Landing Fees, A.R.F.F. Fees and Power Charge Fees shall be due and payable within 30 days of receipt of invoice by Lessee for fees incurred during the previous month. The parties agree that Lessor may adjust the above fees no greater than 4 % annually after providing Lessee at least thirty (30) days' prior written notice prior to October 1 of the year that the increase is to become effective.

**7.     Inspection of the Premises.** Lessee acknowledges and agrees that it has inspected the Premises, is thoroughly familiar with its condition and accepts the Premises in its present condition, and further acknowledges and agrees that, except as may be expressly set forth herein, Lessor has not made, and does not hereby make, any representations, warranties, or covenants of any kind or character whatsoever with respect to the condition of the Premises, either express or implied, and, in addition, Lessee hereby represents that, except as may be expressly set forth herein, it is not relying on any warranties, promises, guaranties, or representations made by Lessor or anyone acting or claiming to act on behalf of Lessor in leasing the property. Subject to Lessor's representations, warranties and obligations herein, Lessee is satisfied with the condition of the

property and leases the Premises "AS IS" for all purposes; provided, however, that Lessee shall not be responsible or liable for any pre-existing environmental conditions.

8. **Indemnity - Hazardous Substances.** With the exception of products and materials used, stored, handled or transported in the ordinary course of its business, lessee shall not engage, and shall not permit its employees, agents, subtenants, assignees or others under its control to engage, in an operation on the Premises or related airport facilities that involves the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of "hazardous wastes," or the manufacture, release or disposal of "hazardous substances" without the prior written consent of Lessor, which may be withheld or granted in Lessor's sole discretion.

As used herein, the term "hazardous substance" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state of Idaho or the United States government, including but not limited to (A) any substance designated pursuant to section 311(b)(2)(A) of the Federal Water Pollution Control Act [33 U.S.C. 1321(b)(2)(A)], (B) any element, compound, mixture, solution, or substance designated pursuant to 42 U.S.C 9602, (C) any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act [42 U.S.C. 6921] (but not including any waste the regulation of which under the Solid Waste Disposal Act [42 U.S.C. 6901 et seq.] has been suspended by Act of Congress), (D) any toxic pollutant listed under section 307(a) of the Federal Water Pollution Control Act [33 U.S.C. 1317(a)], (E) any hazardous air pollutant listed under section 112 of the Clean Air Act [42 U.S.C. 7412], and (F) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to section 7 of the Toxic Substances Control Act [15 U.S.C. 2606]. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). The term "hazardous substance" is not only defined as aforementioned, but as applicable federal, state and local laws, regulations and ordinances may be amended from time to time in the future, and including all regulations promulgated pursuant thereto. The term "environmental law(s)" as used herein shall include the foregoing listed laws, regulations and ordinances and state analogs of such laws and other applicable environmental laws, regulations, and ordinances.

Lessee shall indemnify, defend and save Lessor harmless from all cleanup costs, investigation and monitoring costs, costs to provide alternative sources of drinking water to neighbors, property damage costs, injury/health-related costs, litigation costs (including, but not limited to reasonable attorney's fees, accountant's fees, consultant's fees, costs on appeal, expert witness costs), losses and damages related to third parties, all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges of hazardous substances or wastes by Lessee, its employees, agents, invitees, licensees, subtenants or assignees and others under its control, in or about the Premises and related airport facilities or arising under or on account of Lessee's failure to comply with any applicable environmental law or similar applicable laws or regulations that come into effect during the term of this Lease, and from all fines, suits, procedures, claims and actions of any kind arising out of Lessee's failure to provide all information and take all actions required by any applicable Federal, state or local authority in connection with such violations, or arising out of Lessee's failure to cause its employees, agents, invitees, licensees, subtenants, assignees or others under its control to do the

same. Lessee's obligations and liabilities in this Section shall survive the expiration or sooner termination of this Lease and continue so long as Lessor remains responsible for any such spills or discharges of hazardous substances or wastes in or about the Premises that occur during the Term. To the best of Lessor's knowledge, there are no known hazardous substance spills, in or about the Premises and related airport facilities.

**9. Care of Petroleum Products and Other Material by Lessee.** Lessee shall handle, use, store and dispose of petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport rules and regulations. Lessee shall, at Lessee's own expense, comply with, and cause all its employees, agents, invitees, licensees, subtenants, assignees and others under its control on the Premises and related airport facilities to comply with, all applicable local, state, and federal environmental laws and any and all amendments thereto, or hereafter promulgated.

Lessee shall not cause or suffer to occur, a release, discharge, spillage, uncontrolled loss, seepage or filtration of oil or petroleum or chemical liquids or solids, liquid or gaseous products or hazardous substance as defined in Section 8 at, upon, under or within the Premises, or related airport facilities, including the storm sewer, or any contiguous real estate except in compliance with applicable environmental law. Lessee shall not permit its employees, agents, invitees, licensees, subtenants, assignees or others under its control on the Premises and related airport facilities to engage in any activity that could lead to the imposition of liability under any applicable environmental laws or similar applicable laws or regulations. Should "hazardous substances" and/or "hazardous wastes" be released, spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Lessee, its employees, agents, invitees, licensees, subtenants, assignees or others under its control on the Premises or related airport facilities, Lessee shall be responsible for the cleanup, containment and abatement of such contamination to the standard required under applicable environmental laws for use of the Premises as an airport facility at Lessee's sole cost and expense. Should the Lessee fail to do so, Lessor will provide written notice to Lessee to take such action, unless circumstances require immediate action by Lessor. Following reasonable notice, if Lessee fails to take action, or when the circumstances require immediate action, Lessor, at its option, but without obligation, may take any reasonable and appropriate action in compliance with applicable environmental laws in Lessee's stead. Lessee shall pay the cost of such remedial action upon delivery to Lessee of an itemization of the costs incurred.

Lessee shall comply strictly and in all respects with the requirements of all applicable environmental laws and with all similar applicable laws and regulations and as required under applicable environmental law shall notify appropriate governmental agencies, Lessor and the Airport Manager promptly in the event of any spill or release, or hazardous substance upon the Premises or related airport facilities caused by Lessee or its employees, agents, invitees, licensees, subtenants, assignees or others under its control and shall promptly forward to the Lessor and the Airport Manager, copies of all orders, notices, permits, applications, or other communications and reports received by Lessee in connection with any such spill or release, or any other matters relating to applicable environmental laws or related regulations or any similar applicable laws or regulations, as they may affect the Premises.

10. **Signage.** Lessee shall not erect, maintain, or display upon the outside of any improvements on the leased Premises any signs unless permitted by Twin Falls City Code § 10-9-1 et seq. as currently written or hereafter amended.

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

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

(b) Any sublease or assignment permitted must comply with the terms of this Lease.

12. **Construction.** Lessee shall not alter, replace, demolish or add to existing facilities or construct new facilities on the Premises, or make any contract therefor, without first procuring Lessor's written consent.

In the event that Lessee desires to alter, replace, demolish, or add to existing facilities or construct new facilities on the Premises, alteration, replacement, demolition, addition or new facility plans must be submitted to, and approved by, the Airport Advisory Commission and the Federal Aviation Administration, if applicable, prior to the start of construction. Demolition and construction of the alterations, replacements or additions to existing facilities must be substantially completed within one (1) year of the date of approval by the Airport Advisory Commission and, unless otherwise approved by the Airport Advisory Commission, fully completed within eighteen (18) months of the date of approval by the Airport Advisory Commission. The demolition of existing facilities and all alterations, replacements, additions and new facilities shall comply with the laws and ordinances relating thereto. All work with respect to any alterations, additions, or new facilities must be done in a good and workmanlike manner and diligently prosecuted to completion. Lessee shall see to it that such construction shall not cause dust or be a nuisance to any other Lessee.

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

14. **Compliance With Law.** Lessee agrees to comply with all applicable city, county, state and federal laws, rules, regulations and ordinances. Lessee further agrees to comply with all current Joslin Field, Magic Valley Regional Airport rules, regulations and standards now in existence or as amended during the Term of this Lease, provided that they do not conflict with the terms hereof and are enforced by the Lessor in a non-discriminatory manner. By signing this Lease, Lessee acknowledges receipt of a current copy of the airport's rules and regulations.

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

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

17. **Waste Prohibited.** Lessee shall not commit any waste or damage to the Premises nor permit any waste or damage to be done thereto.

18. **Right of Inspection.** Upon prior written notice, Lessor shall have the right to enter the Premises at any reasonable time to examine the same and to ensure compliance with this Lease. However, Lessor shall have the immediate right to enter the Premises and inspect it without prior notice in the event of an emergency requiring action on the part of Lessor.

19. **Hold Harmless.** Lessee shall indemnify and hold the Lessor and the property of the Lessor, including the Premises, free and harmless from any and all claims, liability, loss, damage or expense, except in the event of the Lessor's negligence or willful misconduct or that of its employees, contractors, subcontractors or agents, resulting from Lessee's occupation and use of the Premises and related Airport facilities and Lessee's business operations conducted at Joslin Field – Magic Valley Regional Airport, including any claim, liability, loss, or damage arising by reason of injury to or death of any person or persons or by reason of damage to any property caused by Lessee's business operations at Joslin Field- Magic Valley Regional Airport, the condition of the Premises, the condition of any of Lessee's improvements or personal property in or on the Premises or Airport related facilities, or the acts or omissions of any person in or on the Premises or Airport related facilities with the express or implied consent of the Lessee including but not limited to the Lessee, its employees, agents, invitees, licensees, subtenants, assignees, concessionaires, occupants and users of the Premises. Provided however, Lessee shall have no obligation to indemnify and hold the Lessor harmless for claims, liability, loss, damage or expense to the extent resulting from Lessor's negligence or willful misconduct except by way of liability insurance required in Section 20.

Lessor shall not be liable for any personal injury or property damage which may be sustained by Lessee, its employees, agents, customers or other persons, that occur on the Premises, or at Joslin Field – Magic Valley Regional Airport that are the direct result of the activities of the Lessee, its employees, agents, invitees, licensees, subtenants, assignees, concessionaires, occupants and users of the Premises, and Lessee agrees to indemnify and hold Lessor harmless from such liability, except to the extent resulting from Lessor's negligence or willful misconduct.

Lessee hereby agrees with Lessor that Lessor shall not be liable for injury to Lessee's business or any loss of income there from or for damage to the property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the Premises or related Airport facilities for purposes of Lessee's business arising from physical damage to the Airport real property, including but not limited to the terminal building, except to the extent resulting from Lessor's negligence or willful misconduct.

Further, the parties agree that Lessor shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Premises are located.

20. **Liability Insurance.** Lessee shall maintain at its expense a policy of Aviation liability insurance, with Lessor designated as an additional insured under liability coverages, but only as respects operations of Lessee, for Lessee's operations at Joslin Field-Magic Valley Regional Airport, protecting Lessor and Lessee against all claims for personal injury, death and property damage occurring upon, in or about the Premises and related airport facilities, including but not limited to, adjoining sidewalks, streets, roads and other passageways relating to or arising out of

Lessee's operations, with limits of at least \$100,000,000.00 Combined Single Limit each occurrence and in the annual aggregate with respect to Products and Completed Operations, Personal Injury and Property Damage for Contractual Liability; Non Passenger Personal Injury Liability is limited to \$25,000,000 each occurrence and in the annual aggregate; and shall contain fire legal protection with minimum limits of \$50,000.00; all said insurance to protect, hold harmless, and indemnify Lessor not only against any and all such liability, but also against all loss, expenses and damage of any and every sort and kind, including costs of investigation, attorneys' fees and other costs of defense, subject to policy terms, conditions, limitations and exclusions. With respect to the coverages required in this Section, the parties agree that Lessee's policy or policies shall be primary to any other valid and collectible insurance available to Lessor.

Said insurance shall be with an insurance carrier, or insurance carriers, with an AM Best Guide, or its international equivalent, rating of no less than A-(VIII) and shall not be subject to cancellation except after at least ten (10) days' prior written notice to Lessor. Notice shall only be provided if the insurance company cancels or alters the policy affecting the requirements of Lessor. Lessee shall provide Lessor duly executed certificate or certificates for the same, showing full compliance to date with the requirements of this Section, and shall at all times keep current certificates on deposit with Lessor.

**21. Termination.** Either Lessor or Lessee may terminate this Lease at any time by giving at least sixty (60) days' advance written notice to the other party.

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

(a) Lessee agrees to remove all of Lessee's personal property, including trade fixtures, owned or leased by Lessee and used upon the Premises, prior to the termination or expiration of this Lease at Lessee's sole cost and expense.

(b) Lessee shall repair any damage to the Premises caused by such removal or by the original installation of the personal property.

(c) Lessee further agrees to surrender the Premises free from environmental contamination of any kind to the extent caused by Lessee, Lessee's employees and agents.

**23. Condemnation.** In case of a taking by eminent domain ("Taking"), other than for temporary use, of either (a) the entire Premises, or (b) such a substantial part of the Premises as shall have the result that the portion of the Premises remaining after such Taking (even if restoration were made) will be economically unsuitable for the use of the Premises for purposes described in Section 3, this Lease shall terminate as of the date of the transfer of possession to the condemning authority. In the case of a total taking, the entire amount of any condemnation award shall be paid to and retained by Lessor, and Lessee shall have no right or claim with respect thereto.

In the event of a taking of a portion of the Premises that is not a total taking, then and in that event this Lease shall remain in full force and effect as to the portion of the Premises remaining immediately after such taking and rent shall be reduced on a square footage basis at the then applicable rental rate provided for in Section 5 of this Agreement. The entire amount of any condemnation award for a taking of a portion of the Premises shall be paid to and be retained by Lessor.

24. **Maintenance.** The parties agree that the maintenance responsibilities shall be as set forth in the matrix attached hereto as Exhibit B. In the event that the Airport Manager determines that Lessee has failed to comply with the terms of this Section, Lessor may take such action as is required by this Section, and charge Lessee the actual cost incurred to comply with this Section or a reasonable fee for the services.

25. **Nondiscrimination.**

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

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

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

26. **Non-exclusive Right.** Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public at the Airport, and Lessor reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

27. **Subordination.** This Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a




34. **Governing Law.** The parties agree that the laws of the state of Idaho shall govern the interpretation of this Lease.

35. **Entire Agreement.** This Lease constitutes the entire understanding between the parties and supersedes all prior agreements or understandings between the parties relating to the subject matter hereof. Any modifications or amendments to this Lease must be made in writing and signed by both parties, except modifications authorized under Section 5 of this Lease which will become effective upon compliance with the terms stated therein.

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


**LESSOR:**  
City of Twin Falls, Idaho,  
a municipal corporation,

By 

Ruth Pierce

Mayor, City of Twin Falls, ID

**LESSOR:**  
Twin Falls County

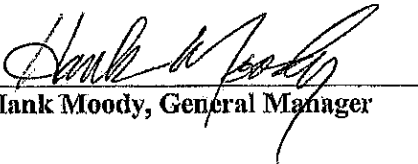
By 

Don Hall

Chairman, Twin Falls County  
Board of Commissioners

**LESSEE:**

Delta Air Lines, Inc.

By   
Hank Moody, General Manager

MAGIC VALLEY REGIONAL AIRPORT TENANT LEASE SPACES

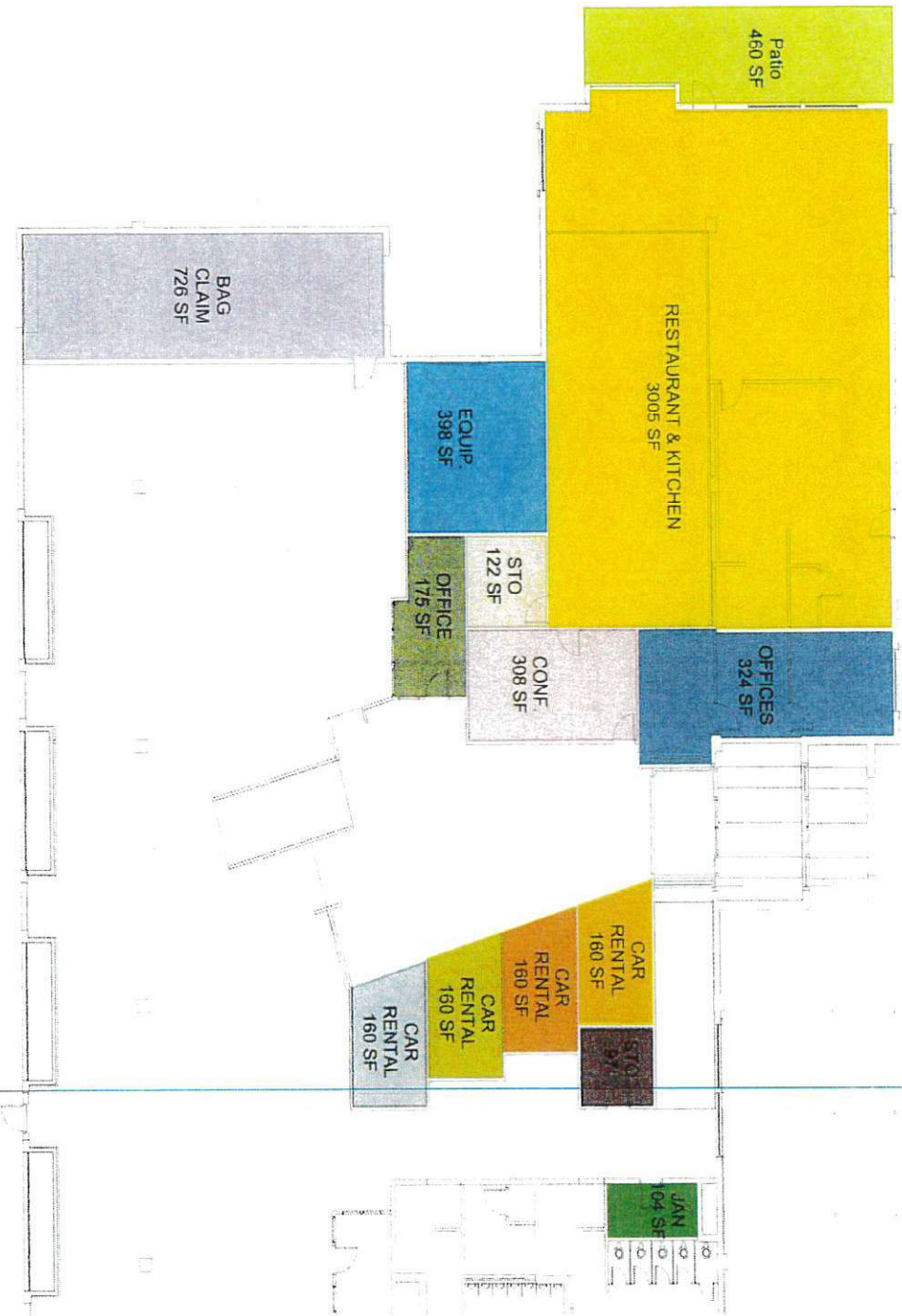


Exhibit A



## EXHIBIT "B"

### Maintenance Matrix

Use: Baggage Area/Office/Ticket Counter

The following information pertains to property within the premises

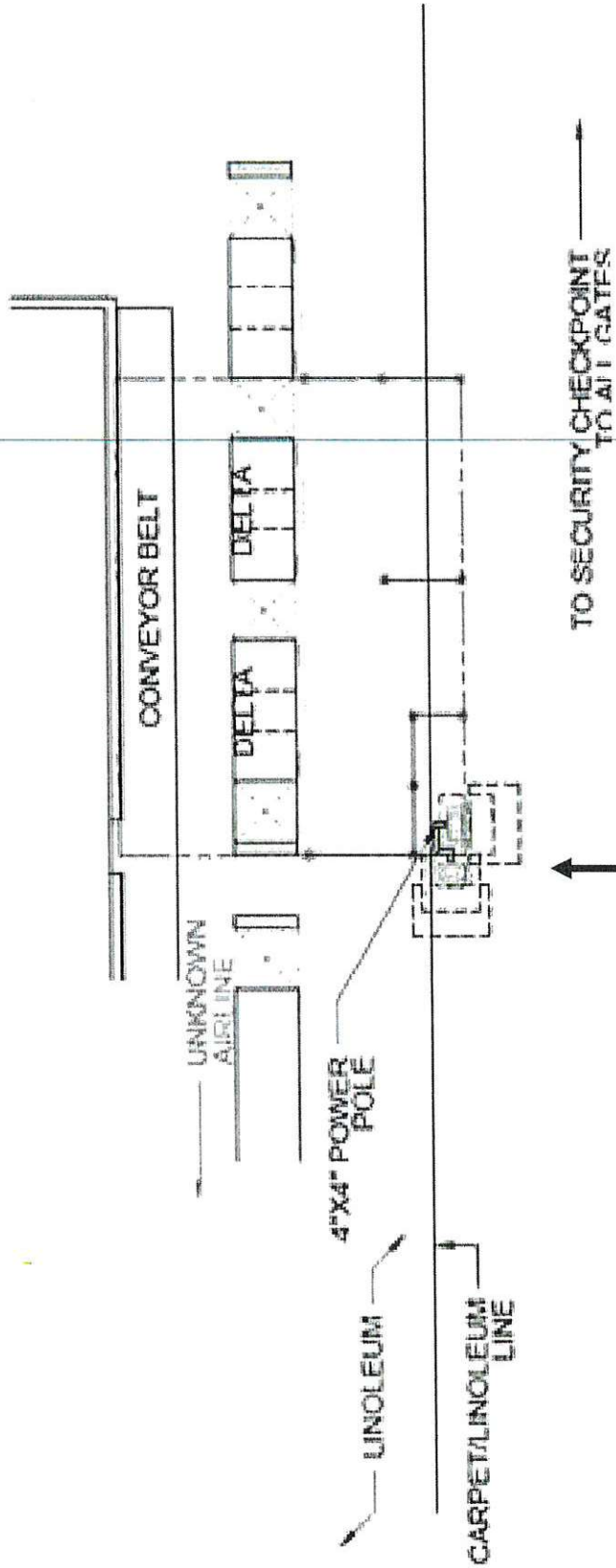
#### Lessee Responsibility

Lessee shall keep all of the systems and utilities pertaining to the Premises, in first class repair, operating condition, working order and appearance, and in form and function for which the systems, utilities and features was designed. The Magic Valley Regional Airport shall not have any responsibility for maintenance, repair, or replacement of any system or utility, or on the leased premises unless expressly stated in this Maintenance Matrix. *All items not expressly assigned to the Lessors in the Maintenance Matrix and all repairs or maintenance necessitated by the negligent or intentional act or omission of Lessee or the employees, agents or contractors of Lessee, are the exclusive responsibility of Lessee in accordance with the requirement set forth above and in the Lease.*

|                                                                                                                                                             | <u>Maintained By:</u>               |                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
|                                                                                                                                                             | <u>Lessors</u>                      | <u>Tenant</u>                       |
| <b>1. CUSTODIAL SERVICE</b>                                                                                                                                 |                                     |                                     |
| 1.1. Windows – interior and exterior                                                                                                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 1.2. Carpets within leased space                                                                                                                            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 1.3. Interior walls, ceilings, floors                                                                                                                       | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 1.4. Trash collections, hauling & recycling including paved areas within Premises                                                                           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 1.5. Trash collection (leased Premises)                                                                                                                     | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 1.6. Trash collection (Common Areas)                                                                                                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>2. ELECTRICAL SYSTEMS</b>                                                                                                                                |                                     |                                     |
| 2.1. Primary electric service, up to and including the main electrical panel.                                                                               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 2.2. Power from the main electrical panel throughout leased space, including conduit and wiring, sub-panels, power outlets, switches and all interior lamps | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 2.3. Exterior area lighting to include wiring and lighting fixtures                                                                                         | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 2.4. Exterior APU wiring and plugs                                                                                                                          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 2.5. Baggage belt and small appliances                                                                                                                      | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>3. FIRE SYSTEM</b>                                                                                                                                       |                                     |                                     |
| 3.1. Airport installed alarm and detection system units                                                                                                     | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

- |                                                                                                                                                               |                                     |                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| 3.2. Additional fire system components due to tenant uses of space and any additions or modifications needed due to tenant changes in use or construction     | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 4. <b>H.V.A.C</b>                                                                                                                                             |                                     |                                     |
| 4.1. Affixed heating, ventilation, air conditioning system and associated controls to include central system                                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 5. <b>SIGNAGE</b>                                                                                                                                             |                                     |                                     |
| 5.1. Regulatory/traffic control                                                                                                                               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 5.2. Non-regulatory/traffic control                                                                                                                           | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 5.3. Building identification and directory                                                                                                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 6. <b>STRUCTURE</b>                                                                                                                                           |                                     |                                     |
| 6.1. Exterior: components to include roofs, siding, gutters, drains, walkways, fascia, exterior doors, including overhead doors                               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 6.2. Interior structural components of interior walls including demising fencing and walls, and overhead cargo doors (not including damage caused by tenants) | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 6.3. Interior leased Premises to include, ceilings, walls and floors (including water proofing and sealing of all floor penetrations)                         | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 6.4. All interior and exterior locks                                                                                                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 6.5. Ticket counters/ maintenance and modifications                                                                                                           | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 7. <b>WATER SYSTEMS / GROUND UTILITIES</b>                                                                                                                    |                                     |                                     |
| 7.1. Storm sewers and sanitary sewers.                                                                                                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 7.2. Utility fixtures (sinks, toilets, fountains)                                                                                                             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 7.3. Piping within the tenant's lease space                                                                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 7.4. Cold water pipe insulation                                                                                                                               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 7.5. Water heater                                                                                                                                             | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 7.6. Floor penetrations including scales                                                                                                                      | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 7.7. Backflow prevention devices and potable water system                                                                                                     | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 8. <b>AREA AND GROUNDS</b>                                                                                                                                    |                                     |                                     |
| 8.1. Parking lot snow removal on Port property Excluding walkways and leased space on airfield side of building                                               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 8.2. Parking lot power sweeping on Port priority                                                                                                              | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 8.3. Landscaping; Port authorized landscaping (zoning upgrades)                                                                                               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 8.4. Maintenance of all paved area including striping, Crack seal and overlays                                                                                | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

SkyWest/TWF Lease  
Additional Area for Ticket Kiosks



Delta Kiosks-Lease Area- 80 Sq. Ft.



**Date:** Monday, May 18, 2026  
**To:** Honorable Mayor and City Council  
**From:** Matt Barnes, Airport Manager, Airport Manager

### **ACTION ITEM**

**Request:**

Authorize the Mayor to sign the Airport Advertising Agreement

**Time Estimate:**

N/A

**Background:**

The airport has used contractors to solicit clients who wish to advertise within the airport. These advertisements create revenue for the airport. Terrific Marketing LLC was performing this work for the airport and the owner/operator of Terrific Marketing has chosen to stop doing this work for the airport. Rinard Media now wishes to solicit advertising clients, along with printing and installing advertisements generated for those clients.

**Approval Process:**

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

**Budget Impact:**

The Advertising Agreement will generate some revenue for the Airport if Rinard Media sells advertising space. Rinard Media will retain 80% of the gross revenue because they are incurring all costs associated with soliciting clients, generating content, printing advertisements, and installing advertisements.

**Regulatory Impact:**

The Advertising Agreement was negotiated by city staff and reviewed and approved by the City Attorney's Office.

**History:**

N/A

**Analysis:**

N/A

**Conclusion:**

Staff recommends the Council authorize the Mayor to sign the Airport Advertising Agreement with Rinard Media.

**Attachments:**

1. RinardAirport Advertising Agreement

# AIRPORT ADVERTISING AGREEMENT

THIS AIRPORT ADVERTISING AGREEMENT is made and entered into effective the 13th day of March, by and between the CITY OF TWIN FALLS, IDAHO hereafter called "Owner," and RINARD MEDIA, an Idaho limited liability company, hereafter called "Contractor."

For and in consideration of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

## 1. ADVERTISING DISPLAYS AND TERM

Owner gives and grants to Contractor for a term of one (1) year, effective the date of this Agreement and continuing thereafter for the period stated, the right and privilege to place advertising displays in the lobbies, concourse, and other areas in and about the Joslin Field -Magic Valley Regional Airport (hereinafter "Airport") at locations agreed upon by the parties and the obligation to maintain all existing advertisement displays.

It is the expressed intent of the parties that this Agreement not be a lease and that this Agreement grant no real property rights to Contractor.

## 2. EXTENSION OF AGREEMENT

The term of this Agreement shall be as stated hereinabove in Section 1. The parties shall have the mutual option to extend this Agreement upon such terms as shall be agreed to in writing for another one-year period.

Any mutual agreement to extend this Agreement shall be agreed upon no later than sixty (60) days prior to the expiration of this Agreement.

In the event that the term of this Agreement expires with no agreement as to an extension, this Agreement may continue on a month-to-month basis, subject to the terms and conditions set forth herein, at the mutual agreement of the parties.

## 3. INSTALLATION, MAINTENANCE AND SALE OF ADVERTISING

Contractor is herein authorized to sell display advertising within the Airport premises.

Contractor shall, at its sole cost and expense, construct and install new display advertising and shall pay all expenses associated with the planning, implementing, and operating of any and all display advertising hereafter installed by it during the term and any extension of this Agreement.

Contractor also agrees, at its expense, to maintain all new and existing advertising displays in good condition and repair and will provide the maintenance and cleaning of the exteriors of all advertising displays, display cases and fixtures in the same manner as other furnishings and fixtures at the Airport.

Contractor agrees that all new display advertising, including but not limited to advertising fixtures, advertising copy, advertising materials, manner of commercial presentation and location of advertising displays is subject to the approval of the Airport Manager prior to installation and/or display.

Any alteration to existing fixtures shall also be subject to the approval of the Airport Manager prior to alteration.

#### 4. AIRPORT OWNER AND TENANT ADVERTISING

Contractor hereby acknowledges and agrees that Owner may reserve unto itself, without incurring any obligation to Contractor, an appropriate advertising display area of its own as the Airport Manager and Airport Commission shall so select.

It is further agreed by and between the parties hereto that present and future tenants of the Airport shall be allowed to maintain identification advertising signs of their own in areas that they now or shall hereafter rent of and from the Owner, without incurring any financial obligation to Contractor.

#### 5. COMPLIANCE WITH LAWS AND ORDINANCES

Contractor agrees and promises to comply with all federal, state and local laws and ordinances and official rules and regulations with respect to the operation and use of the Airport and Air Terminal.

Further, Contractor agrees to observe all FAA security requirements and those security rules and regulations adopted by the Airport, as those may be from time to time amended, and ensure that its employees, agents and contractors observe such requirements.

#### 6. INSURANCE AND INDEMNIFICATION

Contractor shall protect, defend, indemnify and hold Airport, its employees and agents harmless from and against any and all liabilities, demands, suits, claims, losses, fines or judgments arising by reason of the injury or death of any person or damages to any property.

Contractor agrees to keep in force comprehensive public liability and property damage insurance in an amount of not less than \$1,000,000 combined single limit.

## 7. COLLECTION AND DISTRIBUTION OF ADVERTISING FEES

Contractor shall be solely responsible for the billing, collection and disbursement of all fees for display advertising services.

Contractor shall keep accurate and complete records of all business transacted under this Agreement which records shall be open to inspection by the Owner and its accountants.

Contractor shall, on or before the 10th day of January, April, July and October, pay to the Owner its percentage of the gross receipts for the preceding three months.

Advertising Revenue Percentages:

- a. Fixtures that hold and display advertising copy on the effective date of this Agreement –20% of gross revenue.

## 8. NO PARTNERSHIP, AGENCY, MASTER SERVANT RELATIONSHIP IMPLIED

Contractor acknowledges and states that it is an independent contractor under this Agreement and no partnership, agency or master-servant relationship exists.

## 9. POWER FOR DISPLAYS

Owner shall be responsible for light bulbs and all expenses associated with wiring, power supply installs and upgrades for the signs.

## 10. NONDISCRIMINATION

Contractor assures Owner that it will undertake an affirmative action program as required by 14 CFR Part 152 to ensure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participation in any activities covered.

## 11. SUBORDINATION

This Agreement is subject and subordinate to any agreement previously made or hereafter made between the Airport and the United States Government relating to the operation and maintenance of the Airport.

## 12. ASSIGNMENT

Contractor shall not assign this Agreement without first receiving the written approval of the Owner.

## 13. TERMINATION

Any party to this Agreement may terminate this contract for any reason after first giving the other party thirty (30) days written notice. Any and all advertising displays, fixtures, and

improvements installed by Contractor shall become the property of the airport upon the expiration or termination of this Agreement.

#### 14. NOTICES

All notices or demands provided for or which may be given either party to the other under the terms of this Agreement shall be in writing, signed by the party giving the notice or making the demand, and shall be deemed served or delivered upon physical delivery or upon deposit in the United States mail, certified, return receipt requested, postage and fees prepaid, addressed as follows:

Owner:

Joslin Field- Magic Valley Regional Airport

Attention: Airport Manager

P.O. Box 1907

Twin Falls, Idaho 83303-1907

Contractor:

Rinard Media

221 Main Ave E

Twin Falls, Idaho 83301

#### 15. MERGER AND INTEGRATION

This Agreement constitutes the entire agreement between the parties. No amendment, modification or alternation of the terms of this Agreement shall be binding unless the same be in writing and signed by the parties hereto; provided, however, in the event that the FAA or its successor requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Contractor agrees to consent to such amendments.

#### 16. CERTIFICATIONS

The undersigned hereby certifies and agrees as follows:

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

- 2) Idaho Code § 67-2346 (Anti-Boycott Against Israel Act)

Contractor is not currently engaged in, and will not for the duration of this contract engage in, a boycott of goods or services from Israel, or territories under its control.

3) Idaho Code § 67-2347A (Prohibition on Contracts with Companies Boycotting Certain Sectors)

Contractor is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company:

- a) Engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture or
- b) Engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code.

4) Idaho Code § 67-2347A (Funds for Abortion Certification)

Contractor certifies that it is not an Abortion Provider nor an Affiliate of an Abortion Provider such that entry into this Contract is not prohibited by Idaho Code § 18-8703. For purposes of this provision, "Abortion Provider" and "Affiliate of an Abortion Provider" are defined as stated in Idaho Code § 18-8702.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives effective the day and year first above written.

CITY OF TWIN FALLS, IDAHO

BY \_\_\_\_\_

RINARD MEDIA

BY  \_\_\_\_\_



# Council Agenda Information

## Review

### Approval Process:

Consent of the City Council. This event does meet the requirements for a Special Event Permit as outlined in City Code 3-6-2

- (A) Is expected to draw five hundred (500) or more persons at any session as participants or spectators and is proposed to be held at a park;
- (B) Impacts city streets, sidewalks, parks and common areas, or city resources;
- (C) Unless otherwise permitted to do so, propose to sell or serve alcohol publicly; or
- (D) Intends to broadcast amplified sound or generate unusual noise.

## Streets



### Streets Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

### Comments, requests and requirements from Streets

## Engineering



### Engineering Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

### Comments, requests and requirements from Engineering

## Planning and Zoning



### Planning and Zoning Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

## Comments, requests and requirements from Planning and Zoning

### Electrical



#### Electrical Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Electrical

### Police



#### Police Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Police

Approve after insurance approval.

### Fire



#### Fire Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Fire

### Parks



#### Parks Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Parks

The event is not on Park property.

## Event Coordinator

### Charges/Fees

| Row | Description     | Cost    | Quantity |
|-----|-----------------|---------|----------|
| 1   | Application Fee | \$25.00 | 1        |

#### Total Due \*

\$25.00

#### Special Event Departments \*

Which departments should be asked to review this application?

- |                                                |                                                 |                                                         |
|------------------------------------------------|-------------------------------------------------|---------------------------------------------------------|
| <input checked="" type="checkbox"/> Streets    | <input checked="" type="checkbox"/> Engineering | <input checked="" type="checkbox"/> Planning and Zoning |
| <input checked="" type="checkbox"/> Electrical | <input checked="" type="checkbox"/> Police      | <input checked="" type="checkbox"/> Fire                |
| <input checked="" type="checkbox"/> Parks      |                                                 |                                                         |

#### Reviewer Name \*

Mable Shurtleff

## Initial Questions

Will you be using a Park Facility (City Pool and Ballfields included), City Trail, or Downtown Commons/Main Street? \*

- Yes  No

#### Type of Event \*

Please select all that apply

- |                                                         |                                                  |                                           |
|---------------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Car Show                       | <input type="checkbox"/> Carnival/Fair           | <input type="checkbox"/> Dance            |
| <input type="checkbox"/> Concert/Performance            | <input type="checkbox"/> Exhibits/Miscellaneous  | <input type="checkbox"/> Festival         |
| <input type="checkbox"/> Parade                         | <input type="checkbox"/> Picnic/Family Gathering | <input type="checkbox"/> Pool Reservation |
| <input type="checkbox"/> Run/Walk/Race                  | <input type="checkbox"/> Special Attraction      | <input type="checkbox"/> Street Fair      |
| <input type="checkbox"/> Tournament (Sport Field/Court) | <input checked="" type="checkbox"/> Other        |                                           |
- BBQ & MUSIC

#### Estimated Number of Attendees \*

60

50+ requires permission  
250+ requires waste plan  
500+ is a special event

Will there be amplified or unusual sound at your event? \*

- Yes  No

Will your event impact or require any street closure? \*

- Yes  No

**Will alcohol be sold or served publicly at your event? \***

Yes  No

**Will there be tents, canopies, or other temporary structures? (includes inflatables) \***

Yes  No

## Contact Information

### Event Organizer

---

**First Name \***

MANDY

**Last Name \***

ARCHER

### Onsite Contact

---

**First Name \***

TJ

**Last Name \***

WOODHALL

## Event Information

**Event Name \***

IRON WARRIORS REGIONAL DINNER

**Event Location (Park or Facility Requested)**

2404 ADDISON AVE E

**Is this event indoors or outdoors? \***

Indoors

Outdoors

**Event Reoccurrence**

One Time Event

Recurring over several weeks/months

**Event Description \***

The Iron Warriors MC is hosting their regional gathering in Twin Falls and has asked the dealership to host Friday night dinner for them. We will set this up like we used to Friday Night Lives back in 2008-2010 with live music set up in front of our warehouse on the pavement, no-host bar provided by the Brickhouse - they are obtaining the alcohol permit, serving BBQ meal, and setting up tables and chairs inside the fenced back area. All event activities will be in our fenced back area, opening up our complete parking lot for parking and containing the event completely within the fenced area. This is a private event and will not be advertised or open to the public so attendance will be less than our traditional Friday Night Lives. We conducted those events every month during the summer months with no incidents. The Iron Warriors MC is made up of active and retired Leos, Fire, and EMS personnel and are very respectful and the event will not include any outside influencers as it is private. Music will be cut off by 8pm, with placement in front of the warehouse helping restrict noise travel. Trash will be disposed of in our dumpsters on site. Everything will be contained and maintained on our property and require no additional city resources or interfere with any city or road functionality.

Canyon Rim City Park Downtown Commons Sunway Soccer Park  
Shoshone Falls Dierkes Harmon Park Thomsen Park Oregon Trail

Download this provided template and add your layout. Upload your completed layout below.

**Event Map\***

Snake-Harley-Davidson-Google-Maps-04-23-2026\_06\_39\_PM.png

624.58KB



**Set-up Time Start\***

06/19/2026 04:00:00 PM

**Set-up Time End\***

06/19/2026 05:00:00 PM

**Event Time Start\***

06/19/2026 05:00:00 PM

**Event Time End\***

06/19/2026 08:00:00 PM

**Take Down Time Start\***

06/19/2026 08:00:00 PM

**Take Down Time End\***

06/19/2026 09:00:00 PM

**Important, PLEASE READ:** Full payment of all fees, map of event layout and liability insurance (if applicable) must accompany this completed application in order to request a reservation. Complete reservation requests are

processed in the order in which they are received with annual events (3 years or more) given first consideration.

## Permits, Licenses and Agreements

**Will goods, services, food, or beverages be sold? \***

Yes  No

- ✓ *Food Concession and Commercial Activity Permit will be required*
- ✓ *Handwashing stations may be required by Health Department*
- ✓ *Agreement and fees may be required*

**Will you have keg beer at your event? \***

Yes  No

**Will your event utilize signs, banners, flags, etc.? \***

Yes  No

## Definitions

\*A "banner sign" is a temporary sign having characters, letters, or illustrations applied to plastic, cloth, canvas, or other similar material, with the only purpose of such nonrigid material being for background.

\*A "sandwich board sign" is a temporary sign that is generally constructed in such a manner as to form an "A" like shape or is constructed with a base and single upward sign face, forming an upside down "T" but not permanently attached to the ground.

- Sandwich board signs are allowed within multi-tenant developments. Only 1 allowed per business.
- Sandwich board signs shall be located not more than ten feet (10') from the door of the business.

\*A Community Event Sign announces a campaign, drive activity or celebration of a civic, political, public, philanthropic, religious or educational organization for noncommercial purposes. Community Event signs are allowed off premise but permission from the owner of the property where the sign will be located is required prior to issuance of a permit. Please provide a list of the locations of where any off premise signs will be located.

\*May not be larger than 64 sq. ft. in size with a maximum height not to exceed 10 ft.

\*An "inflatable sign" is a temporary ground mounted sign that is manufactured of plastic, cloth, canvas, or other light fabric, inflated with air and held upright, typically by mechanical means.

\*The minimum setback from the road right of way shall be one and one-half (1-1/2) times the height of the sign.

**Will your event generate any type of waste? \***

Yes  No

**Is this an ongoing or seasonal request? \***

Yes  No

**Will your event include pyrotechnics or fireworks? \***

Yes  No

## Notification

Event organizers are required to notify any nearby property owners who may be impacted by the holding of their special event. This notification must be made in writing and be given to said property owners no less than fourteen (14) days prior to the planned event. The special event permit will not be issued unless this requirement has been met. The written notice must include the following information:

- Date and time of special event
- Location of the event
- Additional areas affected by the event
- Type of event
- Planned road or parking lot closures
- Noise considerations (loud music, etc.)
- Estimated number of attendees

#### **Notification Acknowledgement \***

I have read and understand this requirement

## Insurance

It is the responsibility of the special event organizer(s) to secure and provide a **COMMERCIAL GENERAL LIABILITY** insurance policy that covers the planned special event. This policy must provide coverage of no less than \$500,000 combined single limit per occurrence. This insurance policy must include a rider for alcohol if it is to be sold, provided or consumed. Insurance requirements may be increased upon demand of the Twin Falls City Attorney, Twin Falls City Risk Manager and/or other local government entities with jurisdiction.

Each policy shall be written as a primary policy, not contributing to, or in excess of, any coverage which the City may carry. A certificate of Insurance naming the City of Twin Falls as additionally insured and as the certificate holder must be provided with this application. Failure to provide insurance coverage will immediately terminate special event application or approval.

#### **Insurance Documents**

## Security

As an event organizer, you are required to provide a safe and secure environment for your event. This is accomplished through pre-planning and anticipation of problems or concerns related to event activities.

Most major events require the services of approved security (either paid professional security or a law enforcement agency). The Special Events Coordinator/Sergeant will evaluate each event application and determine the necessity of and type of security. Police Officers may be required depending on the scope of event.

The organizer may also be required to provide additional services (lost child booth, trained medical personnel, etc.) at the discretion of the Special Events Coordinator.

## Alcohol

Alcohol sold or dispensed at special events must be done so by an established business with a current Alcohol License issued by the State of Idaho. Additionally, said business will be required to secure a City of Twin Falls Catering Permit from the Twin Falls City Clerk's Office. The catering permit must be properly issued and a copy be given to the Special Events Coordinator no less than two (2) weeks

prior to the start of the event. The licensing fee for a City of Twin Falls catering permit is \$20.00 per day and is separate from any other application fees.

**Alcohol/Beer Gardens:**

All events serving alcohol within City owned property will be required to establish a beer garden for consumption. The beer garden shall be fenced, allowing for a single entry/exit point which is to be manned by employees at all times. All patrons consuming alcohol are required to present photo identification to verify age before admittance into the garden. Additionally, all patrons will be issued a wristband to be worn on the right wrist for easy verification. Carrying alcoholic beverages in or out of the beer garden is prohibited. Consuming alcoholic beverages will not be permitted in any other locations of the event.

Twin Falls City Code 8-3-7(F) prohibits the possession or use of glass beverage containers inside any city park. Therefore, glass containers are prohibited for use during special events.

The provisions and standards provided in this section may be modified depending on size, scope, location and time of the event. Modifications must be requested through the Special Events Coordinator and approved by the Special Events Committee.

## Restrictions and Signature

By signing this application, I certify that the information contained in the foregoing application is true and correct to the best of my knowledge. I understand that this application is made subject to the rules and regulations established by the Twin Falls City Council. I further agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be uncured by, or on behalf of, the Special Event to the City of Twin Falls.

**Signature \***

A grey rectangular box containing the handwritten signature "Mandy Jo Archer" in black ink.

**Name \***

Mandy Jo Archer

**Date \***

04/23/2026



# Council Agenda Information

## Review

### Approval Process:

Consent of the City Council. This event does meet the requirements for a Special Event Permit as outlined in City Code 3-6-2

- (A) Is expected to draw five hundred (500) or more persons at any session as participants or spectators and is proposed to be held at a park;
- (B) Impacts city streets, sidewalks, parks and common areas, or city resources;
- (C) Unless otherwise permitted to do so, propose to sell or serve alcohol publicly; or
- (D) Intends to broadcast amplified sound or generate unusual noise.

## Streets



### Streets Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

### Comments, requests and requirements from Streets

## Engineering



### Engineering Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

### Comments, requests and requirements from Engineering

If setting up tents or large blow up bounce houses, etc. There can be no stakes driven into the roadway for tie downs.

## Planning and Zoning



### Planning and Zoning Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

## Comments, requests and requirements from Planning and Zoning

### Electrical



#### Electrical Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Electrical

### Police



#### Police Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Police

Insurance required.

MUTCD compliant road closures with insured company

Legal, Non-aerial fireworks in the residential area with fire department approval

### Fire



#### Fire Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.
- Reject this application for the following reasons.

#### Comments, requests and requirements from Fire

### Parks



#### Parks Recommends

- Permit this application as is.
- Permit this application with the following conditions/comments.

Reject this application for the following reasons.

**Comments, requests and requirements from Parks**

Event Coordinator

**Charges/Fees**

| Row | Description     | Cost    | Quantity |
|-----|-----------------|---------|----------|
| 1   | Application Fee | \$25.00 | 1        |

**Total Due \***

\$25.00

**Special Event Departments \***

Which departments should be asked to review this application?

- Streets
- Engineering
- Planning and Zoning
- Electrical
- Police
- Fire
- Parks

**Reviewer Name \***

Mable Shurtleff

Initial Questions

**Will you be using a Park Facility (City Pool and Ballfields included), City Trail, or Downtown Commons/Main Street? \***

Yes  No

**Type of Event \***

Please select all that apply

- Car Show
- Carnival/Fair
- Dance
- Concert/Performance
- Exhibits/Miscellaneous
- Festival
- Parade
- Picnic/Family Gathering
- Pool Reservation
- Run/Walk/Race
- Special Attraction
- Street Fair
- Tournament (Sport Field/Court)
- Other

**Estimated Number of Attendees \***

100

50+ requires permission  
250+ requires waste plan  
500+ is a special event

**Will there be amplified or unusual sound at your event? \***

Yes  No

**Will your event impact or require any street closure? \***

Yes  No

**Will alcohol be sold or served publicly at your event? \***

Yes  No

**Will there be tents, canopies, or other temporary structures? (includes inflatables) \***

Yes  No

## Contact Information

### Event Organizer

---

**First Name \***

Mark

**Last Name \***

Petersen

### Onsite Contact

---

**First Name \***

Mark

**Last Name \***

Petersen

## Event Information

**Event Name \***

250th Anniversary Celebration of Our Independence

**Event Location (Park or Facility Requested)**

1528 Juniper St North, Twin Falls, ID

**Is this event indoors or outdoors? \***

Indoors

Outdoors

**Event Reoccurrence**

One Time Event

Recurring over several weeks/months

**Event Description \***

We will be having a family friendly celebration of the founding of the greatest country ever. This will include food, games, and fireworks with great views of the CSI firework show and a possible military flyover.

[Canyon Rim](#) [City Park](#) [Downtown Commons](#) [Sunway Soccer Park](#)  
[Shoshone Falls](#) [Dierkes](#) [Harmon Park](#) [Thomsen Park](#) [Oregon Trail](#)

Download this provided template and add your layout. Upload your completed layout below.

**Event Map \***

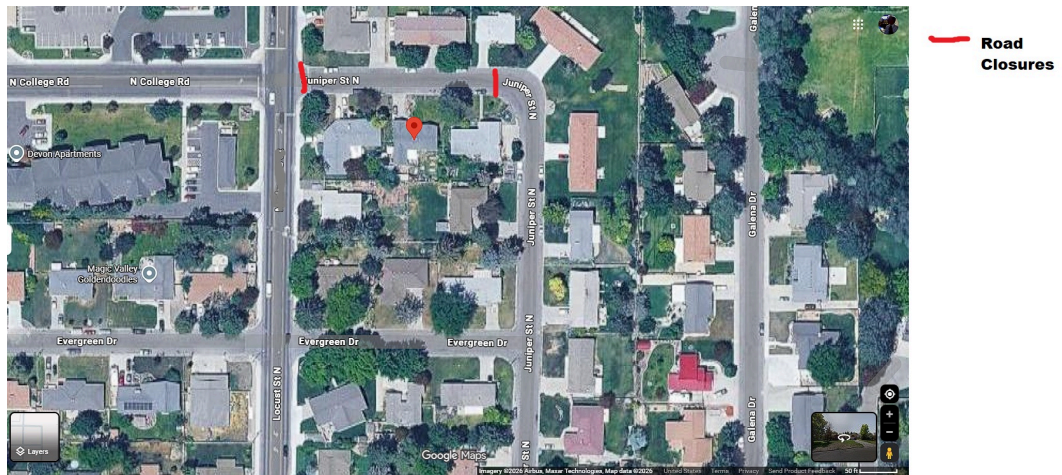
July 4th party map 1.jpg

63.36KB



July 4th party map 2.jpg

485.78KB



**Set-up Time Start \***

07/04/2026 05:00:00 PM

**Set-up Time End \***

07/04/2026 06:00:00 PM

**Event Time Start \***

07/04/2026 06:00:00 PM

**Event Time End \***

07/05/2026 12:00:00 AM

**Take Down Time Start \***

07/05/2026 12:00:00 AM

**Take Down Time End \***

07/05/2026 01:00:00 AM

**Important, PLEASE READ:** Full payment of all fees, map of event layout and liability insurance (if applicable) must accompany this completed application in order to request a reservation. Complete reservation requests are processed in the order in which they are received with annual events (3 years or more) given first consideration.

## Permits, Licenses and Agreements

**Will goods, services, food, or beverages be sold? \*** Yes  No**Will you have keg beer at your event? \*** Yes  No**Will your event utilize signs, banners, flags, etc.? \*** Yes  No

## Definitions



\*A "banner sign" is a temporary sign having characters, letters, or illustrations applied to plastic, cloth, canvas, or other similar material, with the only purpose of such nonrigid material being for background.

\*A "sandwich board sign" is a temporary sign that is generally constructed in such a manner as to form an "A" like shape or is constructed with a base and single upward sign face, forming an upside down "T" but not permanently attached to the ground.

- Sandwich board signs are allowed within multi-tenant developments. Only 1 allowed per business.
- Sandwich board signs shall be located not more than ten feet (10') from the door of the business.

\*A Community Event Sign announces a campaign, drive activity or celebration of a civic, political, public, philanthropic, religious or educational organization for noncommercial purposes. Community Event signs are allowed off premise but permission from the owner of the property where the sign will be located is required prior to issuance of a permit. Please provide a list of the locations of where any off premise signs will be located.

\*May not be larger than 64 sq. ft. in size with a maximum height not to exceed 10 ft.

\*An "inflatable sign" is a temporary ground mounted sign that is manufactured of plastic, cloth, canvas, or other light fabric, inflated with air and held upright, typically by mechanical means.

\*The minimum setback from the road right of way shall be one and one-half (1-1/2) times the height of the sign.

**Will your event generate any type of waste? \*** Yes  No**Is this an ongoing or seasonal request? \***

Yes  No

**Will your event include pyrotechnics or fireworks? \***

Yes  No

✓ *If yes, permit required from TF Fire Department*

## Notification

Event organizers are required to notify any nearby property owners who may be impacted by the holding of their special event. This notification must be made in writing and be given to said property owners no less than fourteen (14) days prior to the planned event. The special event permit will not be issued unless this requirement has been met. The written notice must include the following information:

- Date and time of special event
- Location of the event
- Additional areas affected by the event
- Type of event
- Planned road or parking lot closures
- Noise considerations (loud music, etc.)
- Estimated number of attendees

**Notification Acknowledgement \***

I have read and understand this requirement

## Insurance

It is the responsibility of the special event organizer(s) to secure and provide a **COMMERCIAL GENERAL LIABILITY** insurance policy that covers the planned special event. This policy must provide coverage of no less than \$500,000 combined single limit per occurrence. This insurance policy must include a rider for alcohol if it is to be sold, provided or consumed. Insurance requirements may be increased upon demand of the Twin Falls City Attorney, Twin Falls City Risk Manager and/or other local government entities with jurisdiction.

Each policy shall be written as a primary policy, not contributing to, or in excess of, any coverage which the City may carry. A certificate of Insurance naming the City of Twin Falls as additionally insured and as the certificate holder must be provided with this application. Failure to provide insurance coverage will immediately terminate special event application or approval.

**Insurance Documents**

## Security

As an event organizer, you are required to provide a safe and secure environment for your event. This is accomplished through pre-planning and anticipation of problems or concerns related to event activities.

Most major events require the services of approved security (either paid professional security or a law enforcement agency). The Special Events Coordinator/Sergeant will evaluate each event application and determine the necessity of and type of security. Police Officers may be required depending on the scope of event.

The organizer may also be required to provide additional services (lost child booth, trained medical personnel, etc.) at the discretion of the Special Events Coordinator.

## Restrictions and Signature

By signing this application, I certify that the information contained in the foregoing application is true and correct to the best of my knowledge. I understand that this application is made subject to the rules and regulations established by the Twin Falls City Council. I further agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be uncured by, or on behalf of, the Special Event to the City of Twin Falls.

**Signature \***

*Mark A Petersen*

**Name \***

Mark Petersen

**Date \***

04/20/2026



**Date:** Monday, May 18, 2026  
**To:** Honorable Mayor and City Council  
**From:** Kelli Ebersole, City Planner

## **ACTION ITEM**

### **Request:**

Request for approval of a Final Plat for the Two Creeks No. 1 at the Preserve, a PUD, Subdivision, consisting of 32 lots on 8 (+/-) acres c/o Mark Kelly, Preserve PUD, LLC. (PZ26-0058)

### **Time Estimate:**

N/A

### **Background:**

This is a request made by Mark Kelly, Preserve PUD LLC, to approve the Two Creeks No. 1 at the Preserve, a PUD, Subdivision final plat for property located on parcel #RPT00107022600. The final plat consists of thirty-two (32) lots, on approximately 8 acres (+/-).

### **Approval Process:**

Per City Code 10-12-2-4 (E) Following receipt of the Administrator's report, the Council shall consider the conditions of preliminary plat approval, and comments from agencies, to arrive at a decision on the final plat. The Council shall approve, approve conditionally, disapprove or table the final plat for additional information. Upon granting or denying the final plat the council shall specify:

1. The regulations and standards used in evaluating the application;
2. The reasons for approval or denial; and
3. The actions, if any, that the applicant could take to obtain approval.

### **Budget Impact:**

N/A

### **Regulatory Impact:**

Prior to recording the final subdivision plat, the subdivider shall submit to the administrator:

1. A copy of the approved plat, satisfying any additional conditions placed by the Council.
2. Approved copies of the Construction Plans and specifications for public infrastructure including but not limited to: streets, water, sewer, stormwater, parks, gravity irrigation and pressure irrigation systems. The City Engineer shall establish all applicable standards. All plans and specifications shall have sufficient detail and written information to accurately locate the proposed improvements in the field and determine their relationship to other improvements.
3. Financial guarantee of improvements pursuant to section 10-12-4-3 of this chapter.
4. An approvable weed management plan.
5. Certification of water and sewer plan approval from the Idaho Department of Environmental Quality.
6. Street and utility plan approval from the appropriate authority (Idaho Transportation Department, Twin Falls Highway District, etc), if applicable.
7. Gravity irrigation system plan approval from the Twin Falls Canal Company, if applicable.

8. An executed City of Twin Falls Improvement Agreement for Developers.
9. Certification of the notice of intent and stormwater pollution prevention plan filed with Idaho DEQ.
10. All water share certificates transferred to the City of Twin Falls equal to one share per gross acre for new residential developments, or such other number of shares as negotiated between the City Council and the developer by separate agreement.

Once all required documents have been submitted, the plat may be recorded which then grants development rights to the created lots.

**History:**

N/A

**Analysis:**

The staff has reviewed the final plat for conformance with the approved preliminary plat and found it to be substantially compliant. The final plat is also in compliance with the city standards, state requirements and compatible with the comprehensive plan.

**Conclusion:**

Staff recommends approval of this plat with the following conditions:

1. Subject to final technical review and amendments as required by building, engineering, fire, and zoning officials to ensure compliance with all applicable city code requirements and standards.
2. Subject to submittal of a final plat, submitted prior to the signed of the final plat, showing compliance with all conditions and comments in Engineering Memorandum dated April 29, 2026.

**Attachments:**

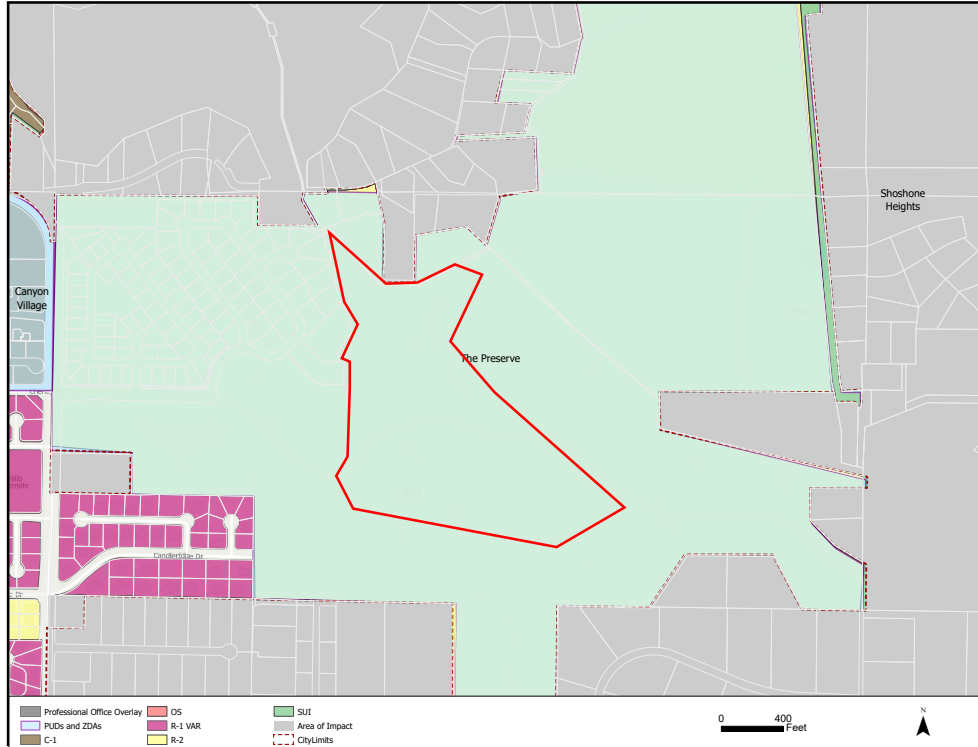
1. PZ26-0058 Vicinity Map
2. PZ26-0058 Presentation Map
3. PZ26-0058 Two Creeks No. 1 at the Preserve-FP Engineering Memo 4-29-26
4. PZ26-0058 Two Creeks No. 1 at The Preserve- FP Review, 4-29-26

# Vicinity Map



Esri Community Maps contributors, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Maxar

## ZONING MAP



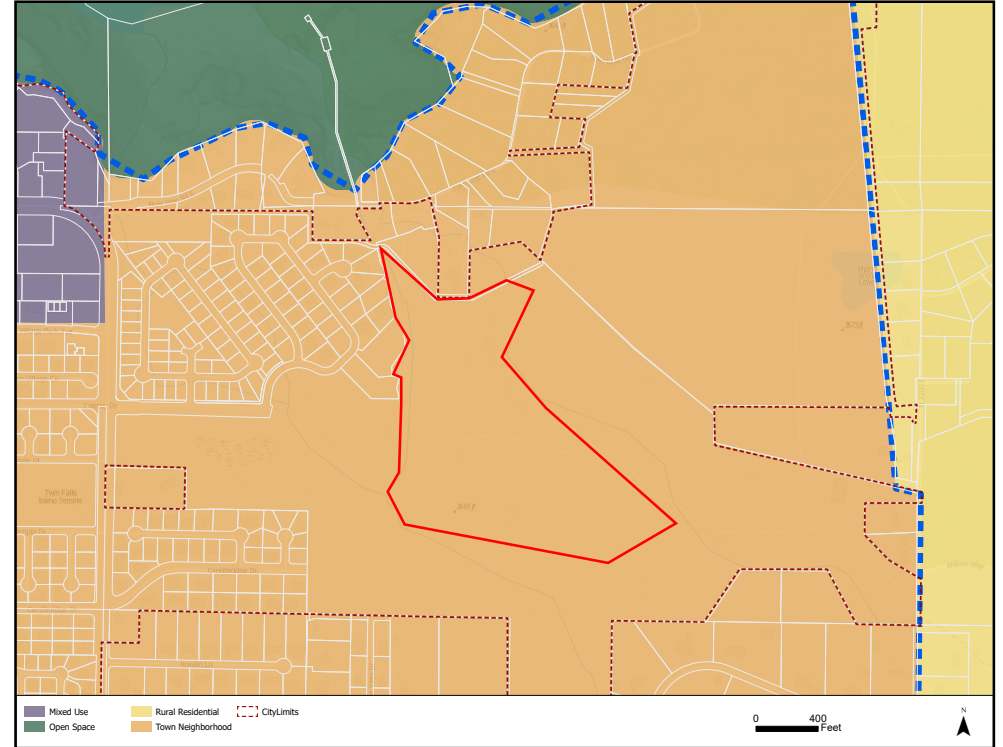
### Zoning

|                           |                  |
|---------------------------|------------------|
| <u>Current Zoning:</u>    | R-2 Preserve PUD |
| <u>Current Land Use:</u>  | Undeveloped      |
| <u>Proposed Zoning:</u>   | R-2 Preserve PUD |
| <u>Proposed Land Use:</u> | Residential      |

### Surrounding Area

|               |                                                      |
|---------------|------------------------------------------------------|
| <u>North:</u> | Residential (R-2 Preserve PUD & County Jurisdiction) |
| <u>South:</u> | Residential (R-2 Preserve PUD)                       |
| <u>East:</u>  | Vacant (R-2 Preserve PUD)                            |
| <u>West:</u>  | Residential (R-2 Preserve PUD)                       |

## FUTURE LAND USE MAP



### Regulations

Twin Falls Municipal Code Section(s) **10-12-2-4**

### Future Land Use Category

Town Neighborhood calls for a primarily residential area which is contiguous and clustered to maximize open space and community gathering areas with uses such as single family, duplexes, triplexes, townhomes, schools, civic facilities, etc.



P.O. Box 1907

203 Main Avenue East

Twin Falls, Idaho 83303-1907

Fax: (208) 736-2293

**ENGINEERING**

**208-735-7248**

## ENGINEERING MEMORANDUM

**To:** William Klaver, Senior Planner

**From:** Traci Wallin, Engineering Technician

**Date:** 04/29/2026

**Re:** Final Plat – **Two Creeks No. 1 at the Preserve a PUD** – Application # PZ26-0058

The Engineering Department has reviewed the Final Plat for the Two Creeks No. 1 at the Preserve a PUD. The following changes shall be addressed prior to submittal of the mylars for signatures. This Conditional Approval is contingent on compliance with all applicable City Standards.

1. Bearing does not match the Certificate of Owner. Bearing should match the direction of travel around the boundary. Please revise.
2. Bearing and distance does not match Certificate of Owner. Please revise.
3. Label Point of Beginning.
4. Please change the year to 2026.
5. Please add required Irrigation note on the face of the plat per IC 31-3805(5).
6. Shady Creek No. 1 at the Preserve, a P.U.D' and Clubhouse 12 at the Preserve, a PUD, are not recorded subdivisions. Shady Creek No.1 and Clubhouse 12 must be recorded before Two Creeks No. 1 at the Preserve a PUD or this reference will need to be removed.
7. North arrow is missing.
8. Private pressure irrigation shall be located behind the 15' Public Utility Easements that are located adjacent to right of way. Please change the easement linetype along

Candleridge Dr. and Creek View Circle to a 15' Public Utility Easement and label accordingly.

9. Change radius to 30'.
10. Please change label to 'Access and Utility Easement'.
11. Please label road width.
12. Remove detail callout.
13. Please remove linework.
14. Remove Water Easement. This easement is outside the boundary of the subdivision.
15. Lot number is missing.
16. Please add linetype for the radius line to the legend on Sheet 1.
17. Bearing label missing.
18. Easements require to be pinned.
19. Add the width of the easement.
20. Please change the detail label. There are two Detail C's.
21. Lot # is incorrect, please revise.
22. Please add 'Private Pressure'.
23. Please remove 40' PUE & Sidewalk Easement line. It is not used.
24. Distance is incorrect, if this is supposed to reference the point of easement intersection.
25. Please remove the zero.
26. Please correct bearing.
27. Per Idaho Secretary of State Business Register Mark D. Kelly is the Manager.
28. Please add Instrument numbers to Clubhouse 12 at the Preserve, a PUD and Shady Creek at the Preserve, a PUD.
29. Please capitalize the "B" in block and the "L" in lot.
30. Renumber the Plat Notes.
31. Please remove these notes. The notes do not apply to this plat.
32. Please add Basis of Bearing.
33. Show actual boundary of subdivision and label with subdivision name.
34. Match lines and linework do not line up correctly.
35. Please change PUC to PUD.
36. Missing 'Residing at' and 'Commission Expires' lines.
37. Missing 'Residing at' line.
38. County Recorder's Certificate is incorrect. See Note.
39. Lot distances shall add up to overall distance.
40. Add symbol to legend.
41. Remove text.
42. 15' Public Utility Easement along Candleridge Dr shall extend to 15' Public Utility Easement adjacent to future Garys Lane proposed in the final plat for Two Creeks No. 2 at the Preserve PUD.
43. Please add distance.

44. Curve radius should be 55.00'.
45. Please add C5 to Curve Table.
46. Please remove Private Pressure Irrigation easement linework located in Right of Way.
47. Please review this area, it does not close.
48. Please add L4 to Line Table.
49. Please remove dimension.
50. Please remove note, it's not required on the plat.
51. Please remove note, it's noted in the Certificate of Owner.

**General Comment:**

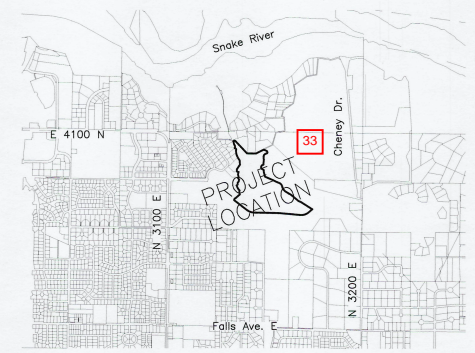
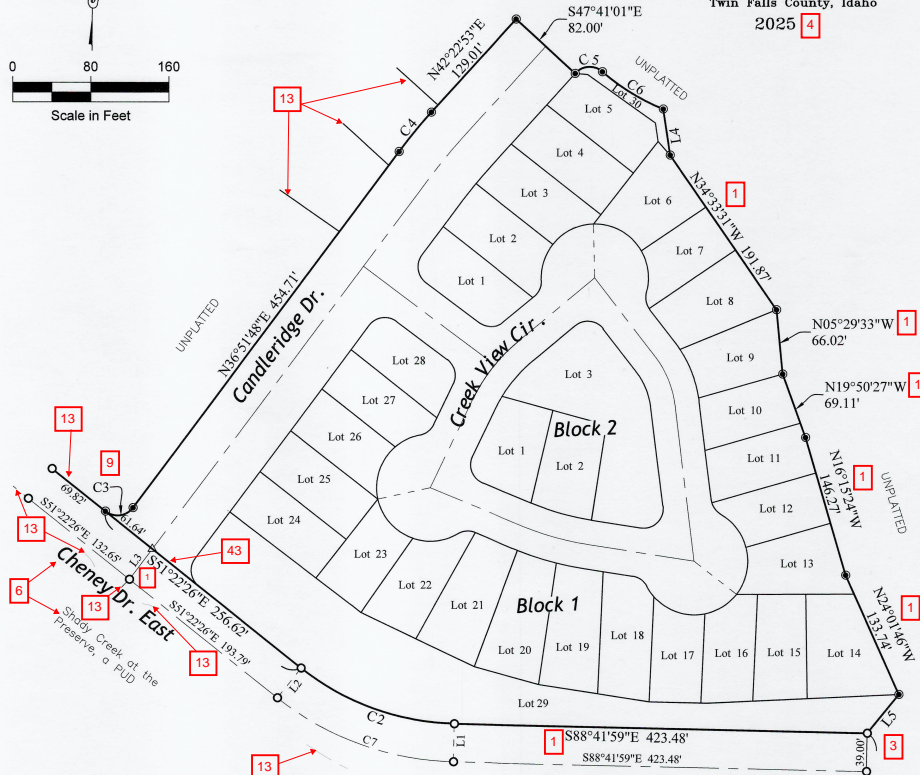
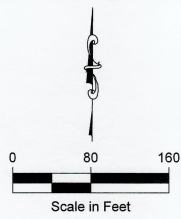
- Please label easements and describe the purpose of the easement. Trying to distinguish an easement by linetype alone is difficult.

Cc: Mark Kelly, [mark@triumphgroup.com](mailto:mark@triumphgroup.com)  
Nestor Madrigal, [nmadrigal@hmh-llc.com](mailto:nmadrigal@hmh-llc.com)  
Troy Vitek, City of Twin Falls, [tvitek@tfid.org](mailto:tvitek@tfid.org)  
Kristi Fehring, City of Twin Falls, [kfehinger@tfid.org](mailto:kfehinger@tfid.org)

# Two Creeks No. 1 at the Preserve a PUD

Situate, in the Southeast 1/4 of the Northwest 1/4 & Southwest 1/4 of the Northeast 1/4 of Section 2  
Township 10 South, Range 17 East, Boise Meridian  
Twin Falls County, Idaho

2025 4



**VICINITY MAP**  
SCALE 1"=1000'

| Curve # | Length  | Radius  | Delta     | Chord Bearing | Chord Length |
|---------|---------|---------|-----------|---------------|--------------|
| C1      | 244.78' | 263.00' | 53°19'34" | S25°21'46"E   | 236.04'      |
| C2      | 170.03' | 261.00' | 37°19'33" | S70°02'13"E   | 167.04'      |
| C3      | 32.03'  | 20.00'  | 91°45'46" | N82°44'41"E   | 28.72'       |
| C4      | 52.10'  | 541.00' | 5°31'08"  | S39°37'20"W   | 52.08'       |
| C5      | 30.86'  | 20.00'  | 88°25'16" | N86°33'31"E   | 27.89'       |
| C6      | 73.30'  | 225.00' | 18°39'59" | S58°31'51"E   | 72.98'       |
| C7      | 195.44' | 300.00' | 37°19'33" | S70°02'13"E   | 192.00'      |



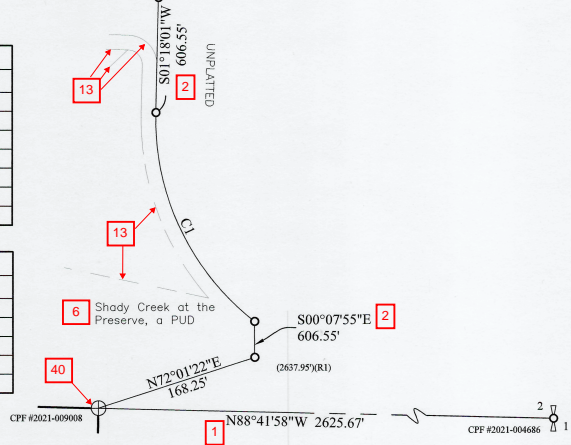
## Certificate of South Central Public Health District

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based upon DEQ review and approval for the design plans and specifications and conditions imposed on the developer for continued satisfaction of sanitary restrictions. Water and sewer lines have been completed and services certified as available. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certification of disapproval.

South Central Public Health District Signature, REHS \_\_\_\_\_ Date \_\_\_\_\_

| Line # | Direction   | Length |
|--------|-------------|--------|
| L.1    | S01°18'01"W | 39.00' |
| L.2    | S38°37'34"W | 39.00' |
| L.3    | N36°53'08"E | 39.02' |
| L.4    | S08°32'15"E | 47.67' |
| L.5    | S39°18'08"W | 51.16' |

| Legend |                                                 |
|--------|-------------------------------------------------|
|        | - Boundary Line                                 |
|        | - Parcel Line                                   |
|        | - Right-of-way Line                             |
|        | - Center Line                                   |
|        | - 20' Lot-Ingress/Egress PUE Line               |
|        | - 15' Public Utility Easement (PUE) Line        |
|        | - 40' (PUE) & Sidewalk Easement Line            |
|        | - 10' Irrigation Easement Line                  |
|        | - Quarter-Section Corner                        |
|        | - Found 1/2" Rebar                              |
|        | - Found 5/8" Rebar                              |
|        | - Set 1/2"x24" Rebar, with Plastic Cap          |
|        | - Set 5/8"x24" Rebar, with Plastic Cap          |
|        | - Marked "22247"                                |
|        | - Point Not Set or Found                        |
|        | - PLS Number Found on Monument                  |
|        | - Corner Perpetuation and Filing Instrument No. |
|        | - Measurement between Monuments                 |



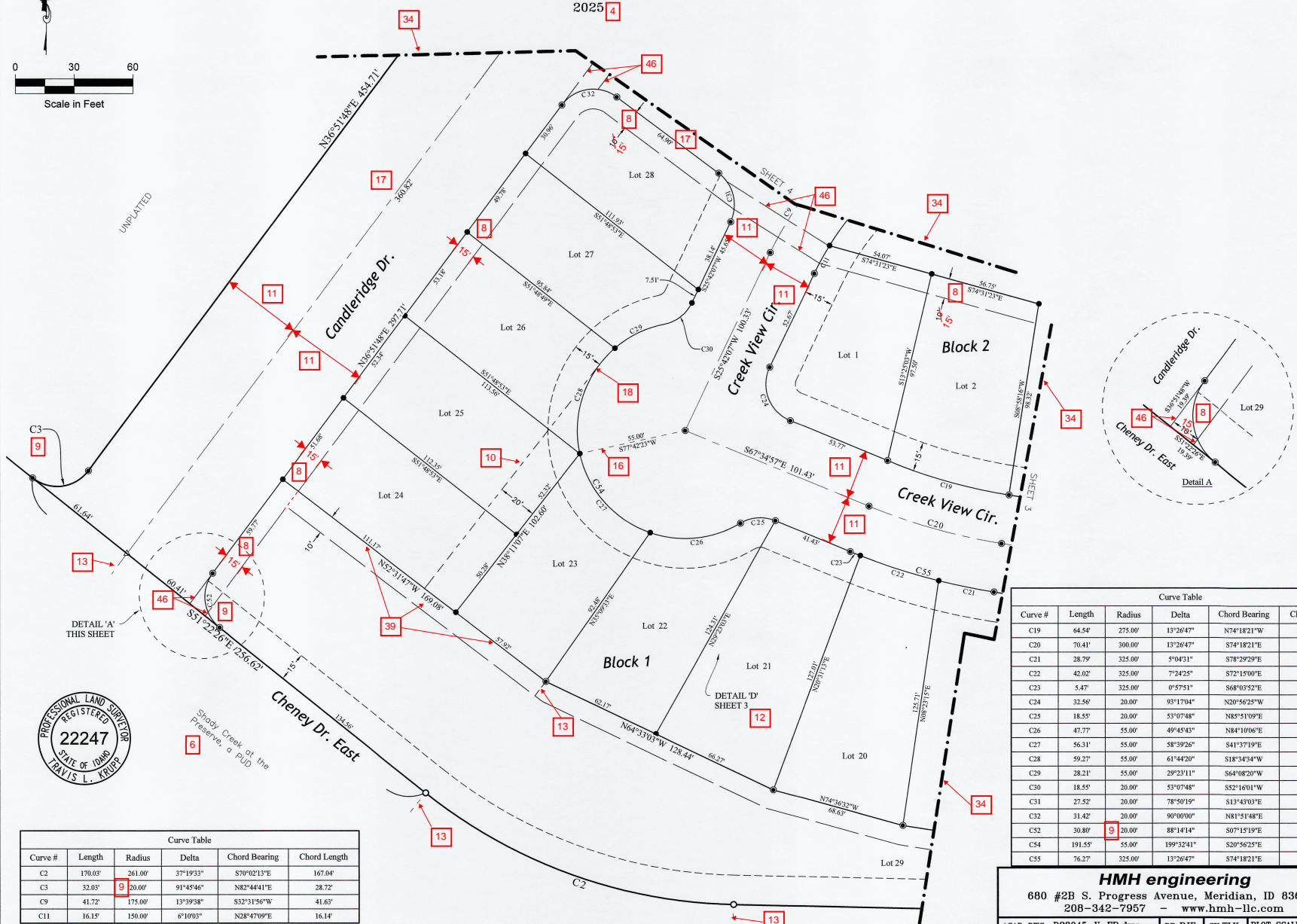
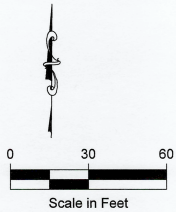
**HMH engineering**

680 #2B S. Progress Avenue, Meridian, ID 83642  
208-342-7957 - www.hmh-llc.com

|                           |                 |              |                     |
|---------------------------|-----------------|--------------|---------------------|
| ACAD DWG. D23045-V-FP.dwg | DR. BJF         | CK. TLK      | PLOT SCALE: 1" = 1' |
| SCALE: 1" = 80'           | DATE: 12/3/2025 | SHEET 1 OF 6 |                     |

# Two Creeks No. 1 at the Preserve a PUD

2025 4



Shady Creek at the Preserve, a PUD

| Curve Table |         |                                                                    |           |               |              |
|-------------|---------|--------------------------------------------------------------------|-----------|---------------|--------------|
| Curve #     | Length  | Radius                                                             | Delta     | Chord Bearing | Chord Length |
| C2          | 170.03' | 261.00'                                                            | 37°19'33" | S70°02'13"E   | 167.04'      |
| C3          | 32.03'  | <span style="border: 1px solid red; padding: 2px;">9</span> 20.00' | 91°45'46" | N82°44'41"E   | 28.72'       |
| C9          | 41.72'  | 175.00'                                                            | 13°39'38" | S32°31'56"W   | 41.63'       |
| C11         | 16.15'  | 150.00'                                                            | 6°10'03"  | N28°47'09"E   | 16.14'       |

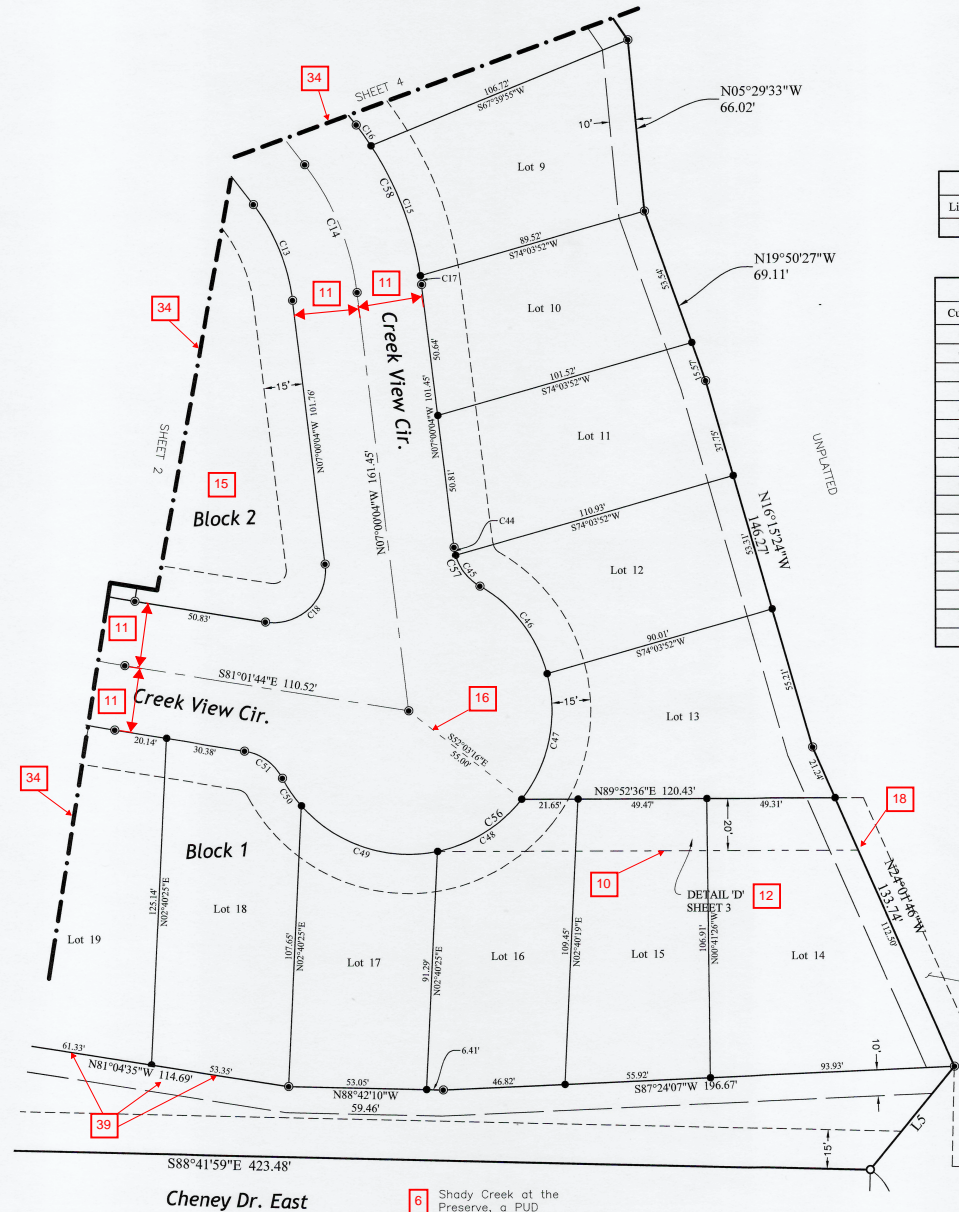
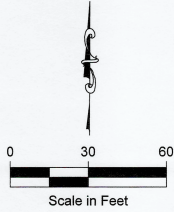
| Curve Table |         |                                                                    |            |               |              |
|-------------|---------|--------------------------------------------------------------------|------------|---------------|--------------|
| Curve #     | Length  | Radius                                                             | Delta      | Chord Bearing | Chord Length |
| C19         | 64.54'  | 275.00'                                                            | 13°26'47"  | N74°18'21"W   | 64.39'       |
| C20         | 70.41'  | 300.00'                                                            | 13°26'47"  | S74°18'21"E   | 70.24'       |
| C21         | 28.79'  | 325.00'                                                            | 5°04'31"   | S78°29'29"E   | 28.78'       |
| C22         | 42.02'  | 325.00'                                                            | 7°24'25"   | S72°15'00"E   | 41.99'       |
| C23         | 5.47'   | 325.00'                                                            | 0°57'51"   | S68°03'52"E   | 5.47'        |
| C24         | 32.56'  | 20.00'                                                             | 93°17'04"  | N20°56'25"W   | 29.08'       |
| C25         | 18.55'  | 20.00'                                                             | 53°07'48"  | N85°51'09"E   | 17.89'       |
| C26         | 47.77'  | 55.00'                                                             | 40°45'43"  | N84°10'06"E   | 46.28'       |
| C27         | 56.31'  | 55.00'                                                             | 58°39'26"  | S41°37'19"E   | 53.88'       |
| C28         | 59.27'  | 55.00'                                                             | 61°44'20"  | S18°34'34"W   | 56.44'       |
| C29         | 28.21'  | 55.00'                                                             | 29°23'11"  | S64°08'20"W   | 27.90'       |
| C30         | 18.55'  | 20.00'                                                             | 53°07'48"  | S52°16'01"W   | 17.89'       |
| C31         | 27.52'  | 20.00'                                                             | 78°50'19"  | S13°43'03"E   | 25.40'       |
| C32         | 31.42'  | 20.00'                                                             | 90°00'00"  | N81°51'48"E   | 28.28'       |
| C32         | 30.80'  | <span style="border: 1px solid red; padding: 2px;">9</span> 20.00' | 88°14'14"  | S07°15'19"E   | 27.85'       |
| C34         | 191.55' | 55.00'                                                             | 199°32'41" | S20°56'25"E   | 108.40'      |
| C35         | 76.27'  | 325.00'                                                            | 13°26'47"  | S74°18'21"E   | 76.10'       |

**HMH engineering**  
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ACAD DWG: D23045-V-FP.dwg    DR. BJF    CR.TLK    PLOT SCALE: 1" = 1'  
 SCALE: 1" = 30'    DATE: 12/3/2025    SHEET 2 OF 6

# Two Creeks No. 1 at the Preserve a PUD

2025 4



| Line Table |             |        |
|------------|-------------|--------|
| Line #     | Direction   | Length |
| L5         | S39°18'08"W | 51.16' |

| Curve Table |         |         |            |               |              |
|-------------|---------|---------|------------|---------------|--------------|
| Curve #     | Length  | Radius  | Delta      | Chord Bearing | Chord Length |
| C13         | 40.13'  | 75.00'  | 30°39'36"  | S22°19'52"E   | 39.66'       |
| C14         | 53.51'  | 100.00' | 30°39'36"  | N22°19'52"W   | 52.88'       |
| C15         | 53.63'  | 125.00' | 24°35'02"  | N20°51'37"W   | 53.22'       |
| C16         | 9.84'   | 125.00' | 4°30'32"   | N35°24'24"W   | 9.83'        |
| C17         | 3.42'   | 125.00' | 1°34'02"   | N07°47'05"W   | 3.42'        |
| C18         | 36.99'  | 20.00'  | 105°58'20" | S45°59'06"W   | 31.94'       |
| C44         | 3.10'   | 20.00'  | 8°52'43"   | N11°26'25"W   | 3.10'        |
| C45         | 15.48'  | 20.00'  | 44°15'03"  | N38°00'20"W   | 15.07'       |
| C46         | 43.43'  | 55.00'  | 45°14'35"  | N37°30'35"W   | 42.31'       |
| C47         | 50.72'  | 55.00'  | 52°59'01"  | N11°21'14"E   | 48.94'       |
| C48         | 38.90'  | 55.00'  | 40°31'26"  | N58°12'27"E   | 38.09'       |
| C49         | 57.76'  | 55.00'  | 60°10'09"  | S71°26'45"E   | 55.14'       |
| C50         | 12.92'  | 55.00'  | 13°27'45"  | S34°37'48"E   | 12.89'       |
| C51         | 18.55'  | 20.00'  | 53°07'48"  | S54°27'50"E   | 17.89'       |
| C56         | 203.65' | 54.99'  | 212°10'41" | N45°59'06"E   | 105.68'      |
| C57         | 18.55'  | 20.00'  | 53°07'48"  | S33°33'58"E   | 17.89'       |
| C58         | 66.89'  | 125.00' | 30°39'36"  | N22°19'52"W   | 66.09'       |



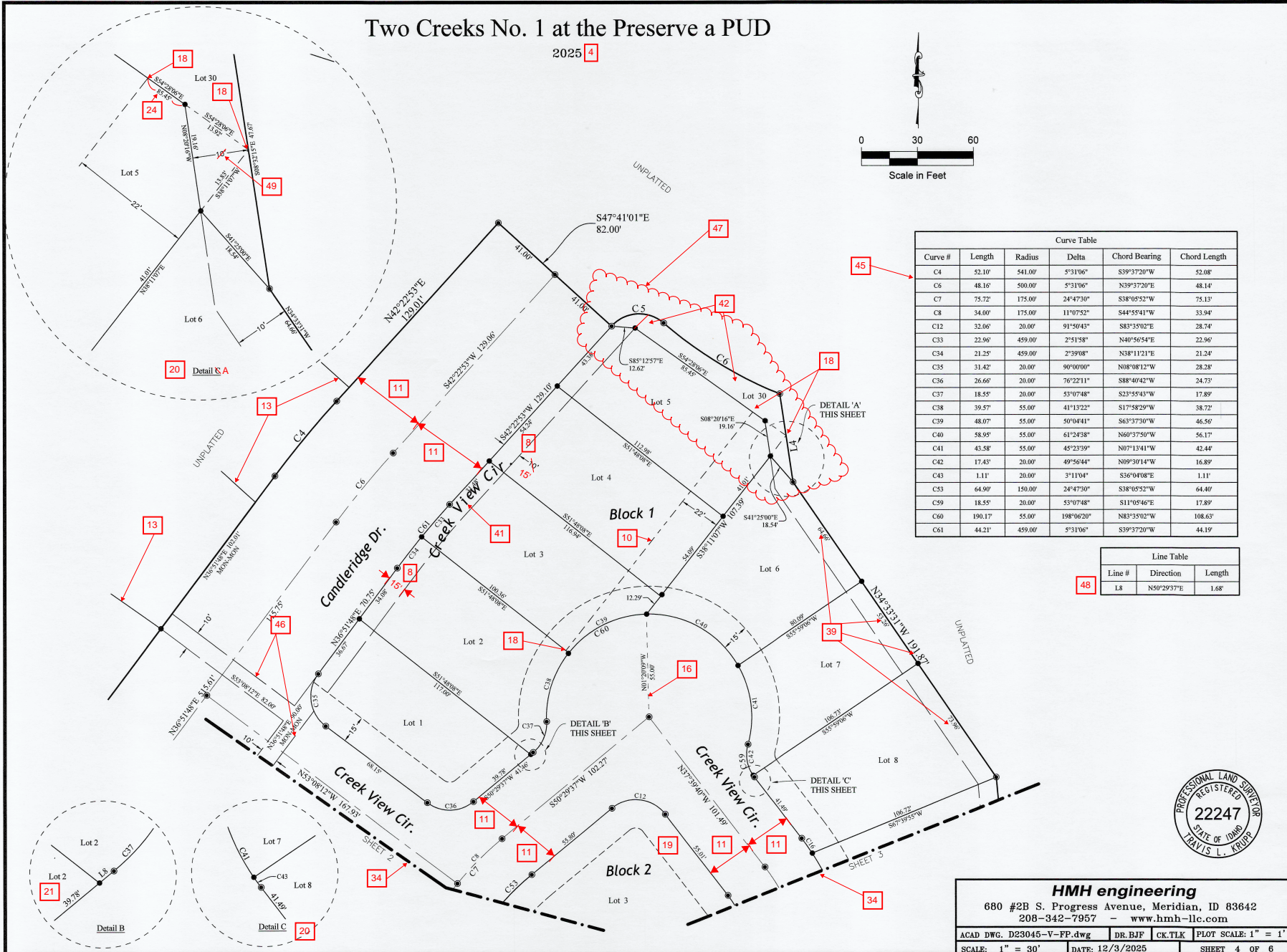
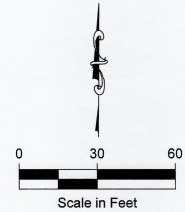
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|                           |                 |              |                     |
|---------------------------|-----------------|--------------|---------------------|
| ACAD DWG. D23045-V-FP.dwg | DR. DR          | CK. CK       | PLOT SCALE: 1" = 1' |
| SCALE: 1" = 30'           | DATE: 12/3/2025 | SHEET 3 OF 6 |                     |

6 Shady Creek at the Preserve, a PUD

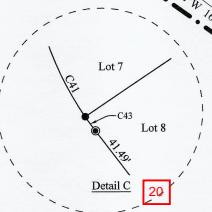
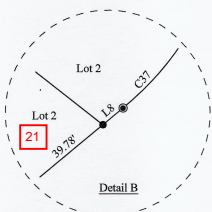
# Two Creeks No. 1 at the Preserve a PUD

2025 4



| Curve Table |         |         |            |               |              |
|-------------|---------|---------|------------|---------------|--------------|
| Curve #     | Length  | Radius  | Delta      | Chord Bearing | Chord Length |
| C4          | 52.10'  | 541.00' | 5°31'06"   | S39°37'20"W   | 52.08'       |
| C6          | 48.16'  | 500.00' | 5°31'06"   | N39°37'20"E   | 48.14'       |
| C7          | 75.72'  | 175.00' | 24°47'30"  | S38°05'52"W   | 75.13'       |
| C8          | 34.00'  | 175.00' | 11°07'52"  | S44°55'41"W   | 33.94'       |
| C12         | 32.06'  | 20.00'  | 91°50'43"  | S83°35'02"E   | 28.74'       |
| C33         | 22.96'  | 459.00' | 2°51'58"   | N40°56'54"E   | 22.96'       |
| C34         | 21.25'  | 459.00' | 2°39'08"   | N38°11'21"E   | 21.24'       |
| C35         | 31.42'  | 20.00'  | 90°00'00"  | N08°08'12"W   | 28.28'       |
| C36         | 26.66'  | 20.00'  | 76°22'11"  | S88°40'42"W   | 24.73'       |
| C37         | 18.55'  | 20.00'  | 53°07'48"  | S23°55'43"W   | 17.89'       |
| C38         | 39.57'  | 55.00'  | 41°13'22"  | S17°58'29"W   | 38.72'       |
| C39         | 48.07'  | 55.00'  | 50°04'41"  | S63°37'30"W   | 46.50'       |
| C40         | 58.95'  | 55.00'  | 61°24'38"  | N60°37'50"W   | 56.17'       |
| C41         | 43.58'  | 55.00'  | 45°23'39"  | N07°13'41"W   | 42.44'       |
| C42         | 17.43'  | 20.00'  | 49°56'44"  | N09°30'14"W   | 16.89'       |
| C43         | 1.11'   | 20.00'  | 3°11'04"   | S36°04'08"E   | 1.11'        |
| C53         | 64.90'  | 150.00' | 24°47'30"  | S38°05'52"W   | 64.40'       |
| C59         | 18.55'  | 20.00'  | 53°07'48"  | S11°03'46"E   | 17.89'       |
| C60         | 190.17' | 55.00'  | 198°06'20" | N83°35'02"W   | 108.63'      |
| C61         | 44.21'  | 459.00' | 5°31'06"   | S39°37'20"W   | 44.19'       |

| Line Table |             |        |
|------------|-------------|--------|
| Line #     | Direction   | Length |
| L8         | N50°29'37"E | 1.68'  |



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|                           |                 |              |                     |
|---------------------------|-----------------|--------------|---------------------|
| ACAD DWG. D23045-V-FP.dwg | DR.BJF          | CK.TLK       | PLOT SCALE: 1" = 1' |
| SCALE: 1" = 30'           | DATE: 12/3/2025 | SHEET 4 OF 6 |                     |

# Two Creeks No. 1 at the Preserve a PUD

2025 4

## Certificate of Owners

Known all by men these presents that the undersigned are the owners of the real parcel of land herein described as follows:  
A parcel of land situate in Government Lot2 & Lot3 Section 2, Township 10 South, Range 17 East, Boise Meridian, City of Twin Falls, Twin Falls County, Idaho, more particularly described as follows:

COMMENCING at the southwest corner of the southwest quarter of the northeast quarter of Section 2 (center 1/4 corner) as described in Corner Record Instrument No. 2021-009008, from which the southeast corner of the southeast quarter of the northeast quarter of Section 2 (west 1/4 corner) as described in Corner Record Instrument No. 2021-004686, bears South 88°41'58" East, 2,625.67 feet,

Thence along the easterly line of Shady Creek No.1 at the Preserve, a P.U.D., the following 3 courses:

North 72°01'22" East, 168.25 feet;  
Thence North 00°07'55" West, 36.89 feet;  
Thence 244.78 feet, along a non-tangent curve to the right with a radius of 263.00 feet, concave northeast, a central angle of 53°19'34", and a chord which bears North 25°21'46" West, 236.04 feet;  
Thence North 01°18'01" East, 156.63 feet to the northeast corner of said Shady Creek No.1 at the Preserve, a P.U.D., the POINT OF BEGINNING;

Thence along the northerly line of said Shady Creek No.1 at the Preserve, a P.U.D. the following 3 courses:

North 88°41'59" West, 423.48 feet;  
Thence 170.03 feet, along a curve to the right with a radius of 261.00 feet, concave north, a central angle of 37°19'33", and a chord which bears North 70°02'13" West, 167.04 feet;  
Thence North 51°22'26" West, 256.62 feet;  
Thence, leaving said northerly line, 32.03 feet, along a non-tangent curve to the left with a radius of 20.00 feet, concave north, a central angle of 91°45'46", and a chord which bears North 82°44'41" East, 28.72 feet;  
Thence North 36°51'48" East, 454.71 feet;  
Thence 52.10 feet, along a non-tangent curve to the right with a radius of 541.00 feet, concave southeast, a central angle of 05°31'06", and a chord which bears North 39°37'20" East, 52.08 feet;  
Thence North 42°22'53" East, 129.01 feet;  
Thence South 47°41'01" East, 82.00 feet;  
Thence 30.860 feet, along a non-tangent curve to the right with a radius of 20.00 feet, concave south, a central angle of 88°25'16", and a chord which bears North 89°35'31.16" East, 27.89 feet;  
Thence 73.30 feet, along a non-tangent curve to the right with a radius of 225.00 feet, concave northeast, a central angle of 18°39'59", and a chord which bears South 58°31'51" East, 72.98 feet;  
Thence South 08°32'15" East, 47.67 feet;  
Thence South 34°33'31" East, 191.87 feet;  
Thence South 05°29'33" East, 66.02 feet;  
Thence South 19°50'27" East, 69.11 feet;  
Thence South 16°15'24" East, 146.27 feet;  
Thence South 24°01'46" East, 133.74 feet;  
Thence South 39°18'08" West, 51.16 feet to the POINT OF BEGINNING.

Containing 8.028 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat.

The public streets shown hereon are hereby dedicated to the public for such use.

The easements indicated on this plat are not dedicated to the public, however, the right to use said easements is hereby reserved for public utilities and for such other public and non-public uses and any other purposes designated hereon, and no permanent structures are to be erected within the lines of said easements.

Pursuant to Idaho Code 50-1334, all lots within this plat will be eligible to receive water service from the City of Twin Falls, and the City of Twin Falls, has agreed in writing to serve all of the lots within this subdivision.

The owners hereby certify that surface water for irrigation is reasonably available, per Section 67-6537, Idaho Code, and that they are in compliance with Section 31-3805, Idaho Code.

Preserve PUD, LLC,  
an Idaho Limited Liability Company  
By: Mark D. Kelly  
Its: ~~Managing Agent~~

Mark D. Kelly  
Its: ~~Managing Agent~~

## Acknowledgment

**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

State of Idaho  
County of Twin Falls

On \_\_\_\_\_, 2025, before me, \_\_\_\_\_, a Notary Public, personally appeared Mark D. Kelly, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Idaho that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature

36

## Plat Notes 30

1. This development is subject to the City of Twin Falls Improvement Agreement for Developers recorded with the county.
2. This development is governed by the Covenants, Conditions, and Restrictions to be recorded concurrently recorded with this plat.
3. Lot 29 & 30 block 1 and lot 3 block 2 are non-buildable common lots, a blanket easement for storm drain & pressure irrigation and will be owned and maintained by the Home Owners Association. Lots 1-5 & 24-28, block 1 shall not have direct access to Candleridge Dr.
4. Easements shown or designated hereon are non-exclusive, perpetual, shall run with the land, are appurtenant to the lots shown hereon, and are hereby reserved for the installation, maintenance, operation, and use of City water & sewer, Joint Trench Utilities whether governed by the Public Utility Commission or not such as power, natural gas, cable television, telecommunication, Internet/data, Private pressurized irrigation water, Twin Falls Canal Company gravity irrigation water, Private storm water drainage systems and appurtenances thereof.
5. Irrigation water has been provided from the Twin Falls Canal Company to the Gemini Business Park Association. The on site pressure irrigation system serving each lot will be owned and maintained by the Association. Lateral 33 and Lateral 33A will be owned and maintained by the Twin Falls Canal Company.
6. The on site Private storm drain system will be owned and maintained by the Gemini Business Park Association. The Public Street storm water system and associated storm water pond and swales are owned and maintained by the City of Twin Falls. The storm water pond are off site of this phase of the development and a separate easement for access and maintenance to the pond is granted under a separate instrument.
7. This development recognizes Idaho Code 50-13042(1), there are no existing interstate natural gas transmission pipelines and/or interstate petroleum products pipelines within 1000-feet of the subdivision boundary.
8. This development recognizes Section 22-4503 of Idaho Code, Right to Farm Act, which states, "No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
- 9.
- 10.

## Basis of Bearing

The Basis of Bearing for this survey was established by GPS observations, projected to the Idaho Plane Coordinate System, Central Zone, NAD 83 datum. All bearings shown are on grid azimuth and all distances shown are at ground.  
Refer to the drawing for the specific line and monuments used.

## References

Warranty Deed Instrument No. 2021-008729 14  
Water Easement Deed Instrument No. \_\_\_\_\_  
Shady Creek at the Preserve, a PUC 28  
Clubhouse 12 at the Preserve, a PUC 35  
CPF Instrument No. 2021-004686  
CPF Instrument No. 2021-009008

## Surveyors Narrative

The purpose of this survey is to subdivide a portion of the Southeast 1/4 of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 2 at the owners request. Monuments found at the east 1/4 corner and center 1/4 corner of section 2 and the northerly boundary of Shady Creek at the Preserve, a PUD where found and held to establish the boundary.



|                                                |                 |              |                     |
|------------------------------------------------|-----------------|--------------|---------------------|
| <b>HMH engineering</b>                         |                 |              |                     |
| 680 #2B S. Progress Avenue, Meridian, ID 83642 |                 |              |                     |
| 208-342-7957 - www.hmh-llc.com                 |                 |              |                     |
| ACAD DWG. D23045-V-PP.dwg                      | DR. BJF         | CK.TLK       | PLOT SCALE: 1" = 1' |
| SCALE: 1" = 30'                                | DATE: 12/3/2025 | SHEET 5 OF 6 |                     |

# Two Creeks No. 1 at the Preserve a PUD

2025 4

## Approval of City Council

The foregoing plat was duly accepted and approved by the City Council of Twin Falls, Idaho,

at their regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2025 4

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

## Approval of City Engineer

I have reviewed the accompanying plat and hereby certify that it conforms with the applicable ordinances of the City of Twin Falls, Idaho.

\_\_\_\_\_  
Twin Falls City Engineer      Date

\_\_\_\_\_  
Attest      Date

## Certificate of County Surveyor

I, the undersigned, Professional Land Surveyor for Twin Falls County, Idaho, do hereby certify that I have checked this plat and find that it complies with the State of Idaho Code relating to plats and surveys.

\_\_\_\_\_  
George A Yerion, PLS9858      Date  
Professional Land Surveyor

## Acknowledgment

State of Idaho  
County of Twin Falls

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025 before me, the undersigned, a Notary Public in and of said State, personally appeared George A Yerion, identified to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Signature

My commission expires: \_\_\_\_\_

37

## Certificate of County Recorder's

Instrument Number \_\_\_\_\_

State of Idaho  
County of Twin Falls

~~Thereby certify that this instrument was filed for record at the request of Twins Industrial LP~~

38 at \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock \_\_\_\_\_ m. on this \_\_\_\_\_ day of \_\_\_\_\_, 2025,  
in Book \_\_\_\_\_ of Plats at Pages \_\_\_\_\_ thru \_\_\_\_\_.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025 AT \_\_\_\_\_ M., THE FOREGOING PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF TWIN FALLS COUNTY, IDAHO AND DULY RECORDED IN PLAT BOOK \_\_\_\_\_ ON PAGE \_\_\_\_\_.

\_\_\_\_\_  
Ex-officio Recorder

\_\_\_\_\_  
Deputy Recorder

## Certificate of County Treasurer

I, \_\_\_\_\_ County Treasurer in and for County of Twin Falls, State of Idaho, per the requirements of Idaho Code 50-1308, do hereby certify that all county property taxes due for the property included in this plat have been paid in full. This certification is valid for the next thirty (30) days only.

\_\_\_\_\_  
County Treasurer      Date

## Certificate of Surveyor

I, Travis L. Krupp, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and this map has been prepared from an actual survey made on the ground under my direct supervision, and is an accurate representation of said survey. It is in conformity with the Corner Perpetuation and Filing Act, State of Idaho Code 55-1601 through 55-1612 and to the Idaho Code relating to Surveys.



|                                                                                  |                 |              |                     |
|----------------------------------------------------------------------------------|-----------------|--------------|---------------------|
| <b>HMH engineering</b>                                                           |                 |              |                     |
| 680 #2B S. Progress Avenue, Meridian, ID 83642<br>208-342-7957 - www.hmh-llc.com |                 |              |                     |
| ACAD DWG. D23045-V-FP.dwg                                                        | DR. BJF         | CK.TLK       | PLOT SCALE: 1" = 1' |
| SCALE: 1" = 30'                                                                  | DATE: 12/3/2025 | SHEET 6 OF 6 |                     |



**Date:** Monday, May 18, 2026  
**To:** Honorable Mayor and City Council  
**From:** Kelli Ebersole, City Planner

### **ACTION ITEM**

**Request:**

Request for approval of a Final Plat for the Two Creeks No. 2 at the Preserve, a PUD, Subdivision, consisting of 47 lots on 17.6 (+/-) acres c/o Mark Kelly, Preserve PUD, LLC. (PZ26-0059)

**Time Estimate:**

N/A

**Background:**

This is a request made by Mark Kelly, Preserve PUD LLC, to approve the Two Creeks No. 2 at the Preserve, a PUD, Subdivision final plat for property located on parcel #RPT00107022600. The final plat consists of forty-seven (47) lots, on approximately 17.6 acres (+/-).

**Approval Process:**

Per City Code 10-12-2-4 (E) Following receipt of the Administrator's report, the Council shall consider the conditions of preliminary plat approval, and comments from agencies, to arrive at a decision on the final plat. The Council shall approve, approve conditionally, disapprove or table the final plat for additional information. Upon granting or denying the final plat the council shall specify:

1. The regulations and standards used in evaluating the application;
2. The reasons for approval or denial; and
3. The actions, if any, that the applicant could take to obtain approval.

**Budget Impact:**

N/A

**Regulatory Impact:**

Prior to recording the final subdivision plat, the subdivider shall submit to the administrator:

1. A copy of the approved plat, satisfying any additional conditions placed by the Council.
2. Approved copies of the Construction Plans and specifications for public infrastructure including but not limited to: streets, water, sewer, stormwater, parks, gravity irrigation and pressure irrigation systems. The City Engineer shall establish all applicable standards. All plans and specifications shall have sufficient detail and written information to accurately locate the proposed improvements in the field and determine their relationship to other improvements.
3. Financial guarantee of improvements pursuant to section 10-12-4-3 of this chapter.
4. An approvable weed management plan.
5. Certification of water and sewer plan approval from the Idaho Department of Environmental Quality.
6. Street and utility plan approval from the appropriate authority (Idaho Transportation Department, Twin Falls Highway District, etc), if applicable.
7. Gravity irrigation system plan approval from the Twin Falls Canal Company, if applicable.

8. An executed City of Twin Falls Improvement Agreement for Developers.
9. Certification of the notice of intent and stormwater pollution prevention plan filed with Idaho DEQ.
10. All water share certificates transferred to the City of Twin Falls equal to one share per gross acre for new residential developments, or such other number of shares as negotiated between the City Council and the developer by separate agreement.

Once all required documents have been submitted, the plat may be recorded which then grants development rights to the created lots.

**History:**

N/A

**Analysis:**

The staff has reviewed the final plat for conformance with the approved preliminary plat and found it to be substantially compliant. The final plat is also in compliance with the city standards, state requirements and compatible with the comprehensive plan.

**Conclusion:**

Staff recommends approval of this plat with the following conditions:

1. Subject to final technical review and amendments as required by building, engineering, fire, and zoning officials to ensure compliance with all applicable city code requirements and standards.
2. Subject to submittal of a final plat, submitted prior to the signed of the final plat, showing compliance with all conditions and comments in Engineering Memorandum dated April 29, 2026.

**Attachments:**

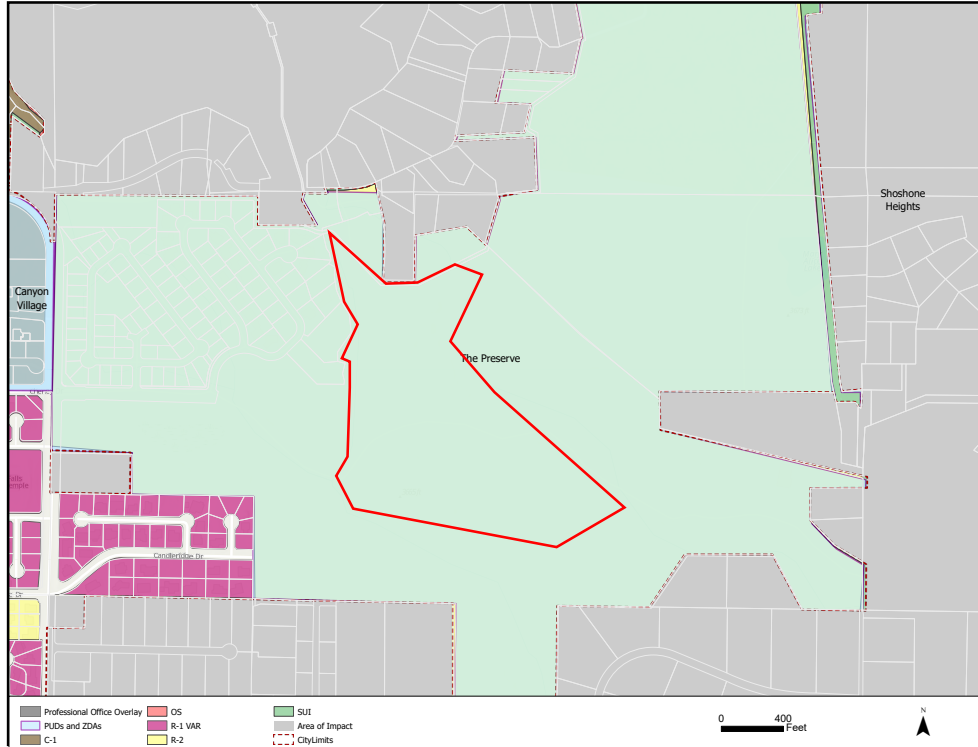
1. PZ26-0059 Vicinity Map
2. PZ26-0059 Presentation Map
3. PZ26-0059 Two Creeks Subdivision No. 2-FP Engineering Memo 4-29-26
4. PZ26-0059 Two Creeks No. 2 at The Preserve- FP Exhibit - 4-29-26

# Vicinity Map



Esri Community Maps contributors, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Maxar

## ZONING MAP



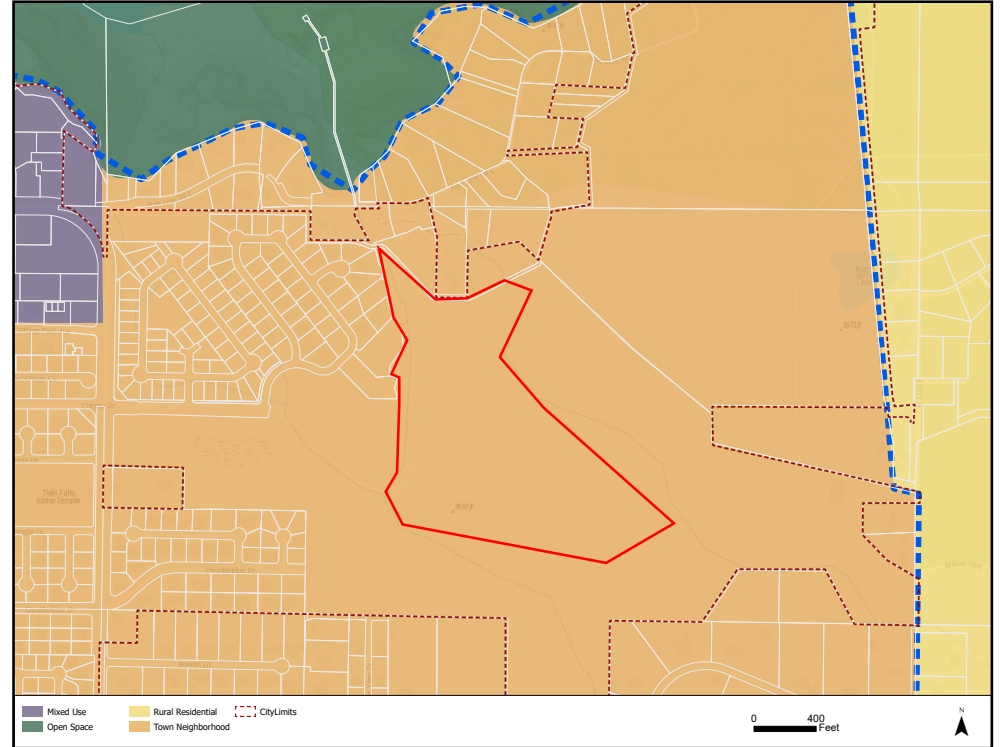
### Zoning

|                           |                  |
|---------------------------|------------------|
| <u>Current Zoning:</u>    | R-2 Preserve PUD |
| <u>Current Land Use:</u>  | Undeveloped      |
| <u>Proposed Zoning:</u>   | R-2 Preserve PUD |
| <u>Proposed Land Use:</u> | Residential      |

### Surrounding Area

|               |                                                      |
|---------------|------------------------------------------------------|
| <u>North:</u> | Residential (R-2 Preserve PUD & County Jurisdiction) |
| <u>South:</u> | Residential (R-2 Preserve PUD)                       |
| <u>East:</u>  | Vacant (R-2 Preserve PUD)                            |
| <u>West:</u>  | Residential (R-2 Preserve PUD)                       |

## FUTURE LAND USE MAP



### Regulations

Twin Falls Municipal Code Section(s) **10-12-2-4**

### Future Land Use Category

Town Neighborhood calls for a primarily residential area which is contiguous and clustered to maximize open space and community gathering areas with uses such as single family, duplexes, triplexes, townhomes, schools, civic facilities, etc.



P.O. Box 1907

203 Main Avenue East

Twin Falls, Idaho 83303-1907

Fax: (208) 736-2293

**ENGINEERING**

**208-735-7248**

## ENGINEERING MEMORANDUM

**To:** William Klaver, Senior Planner

**From:** Traci Wallin, Engineering Technician

**Date:** 04/29/2026

**Re:** Final Plat – **Two Creeks No. 2 at the Preserve a PUD** – Application # PZ26-0059

The Engineering Department has reviewed the Final Plat for the Two Creeks No. 1 at the Preserve a PUD. The following changes shall be addressed prior to submittal of the mylars for signatures. This Conditional Approval is contingent on compliance with all applicable City Standards.

1. Bearing label does not match the Certificate of Owners description. Please revise.
2. Distance label does not match Certificate of Owners description. Please revise.
3. Label Point of Beginning.
4. Please change the year to 2026.
5. Please add required Irrigation note on the face of the plat per IC 31-3805(5).
6. Shady Creek No. 1 at the Preserve, a P.U.D and Two Creeks No. 1 at the Preserve, a P.U.D, are not a recorded subdivisions. Shady Creek No.1 at the Preserve, a P.U.D and Two Creeks No. 1 at the Preserve, a P.U.D must be recorded before Two Creeks No. 2 at the Preserve a PUD or this reference will need to be removed.
7. Please add North arrow to Vicinity Map.
8. Private irrigation shall be located behind the 15' Public Utility Easement adjacent to right of way.
9. Change radius to 30'.
10. Please change label to 'Access and Utility Easement'.

11. Please label road width from centerline to right of way line.
12. Please remove Private Pressure Irrigation easement linework located in Right of Way.
13. Please adjust Lot number.
14. If the waterline easement is to be recorded prior to recordation of the plat, please provide the metes and bounds description for review prior to recordation of easement.
15. Lot number is missing.
16. Remove sidewalk easement.
17. Bearing missing.
18. Easement requires to be pinned. Please show symbols at appropriate locations.
19. Please add Clubhouse 12 at the Preserve PUD, Shady Creek No. 1 at the Preserve, a P.U.D and Two Creeks No. 1 at the Preserve, a P.U.D instrument numbers.
20. Please remove () around Lot #.
21. Northwest lot line is not shown on Sheet 2 or Sheet 5.
22. Add the word 'Private'.
23. Please remove this symbol from the Legend. It is not used in the plat.
24. Bearing and distance label is missing.
25. Set rebar symbol is missing.
26. Please correct bearing.
27. Per Idaho Secretary of State Business Register Mark D. Kelly is the Manager.
28. Please label curve.
29. Please capitalize the "B" in block and the "L" in lot.
30. Renumber the Plat Notes.
31. Point is needed here.
32. Please add Basis of Bearing.
33. Wrong subdivision name. Please revise.
34. Match lines and linework do not line up correctly.
35. Please change PUC to PUD.
36. Missing 'Residing at' and 'Commission Expires' lines.
37. Missing 'Residing at' line.
38. County Recorder's Certificate is incorrect. See Note.
39. Lot distances shall add up to overall distance.
40. The subdivision boundary does not close.
41. Using bearings and distance labels Garys Lane extends pass boundary.
42. Please label Cheney Dr. East.
43. Please submit closure documents.
44. Please remove note, it's not required on the plat.
45. Please remove note, it's noted in the Certificate of Owner.
46. 'R1' is not defined.
47. Label Subdivision

### **General Comments**

- Please label easements and describe the purpose of the easement. Trying to distinguish an easement by linetype alone is difficult.
- Remove linework outside Two Creeks Subdivision No 2 boundary and not relevant to Two Creeks Subdivision No. 2.

Cc: Mark Kelly, [mark@triumphgroup.com](mailto:mark@triumphgroup.com)  
Nestor Madrigal, [nmadrigal@hnh-llc.com](mailto:nmadrigal@hnh-llc.com)  
Troy Vitek, City of Twin Falls, [tvitek@tfid.org](mailto:tvitek@tfid.org)  
Kristi Fehringer, City of Twin Falls, [kfehringer@tfid.org](mailto:kfehringer@tfid.org)

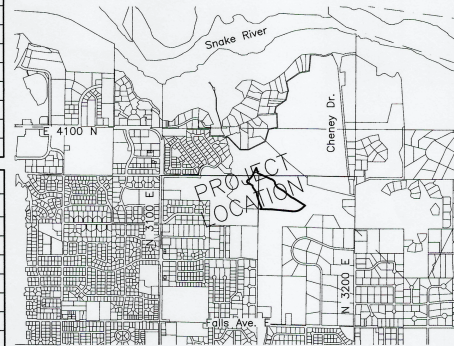
# Two Creeks No. 2 at the Preserve a PUD

Situate, in the East 1/2 of the Northwest 1/4 & West 1/2 of the Northeast 1/4 of Section 2, Township 10 South, Range 17 East, Boise Meridian Twin Falls County, Idaho

2025

| Curve Table |         |          |           |               |              |
|-------------|---------|----------|-----------|---------------|--------------|
| Curve #     | Length  | Radius   | Delta     | Chord Bearing | Chord Length |
| C1          | 244.78' | 263.00'  | 53°19'34" | N25°21'46"W   | 236.04'      |
| C2          | 73.30'  | 225.00'  | 18°39'59" | N88°31'51"W   | 72.98'       |
| C3          | 30.86'  | 20.00'   | 88°25'16" | S86°35'31"W   | 27.89'       |
| C4          | 31.42'  | 20.00'   | 90°00'00" | N02°37'07"W   | 28.28'       |
| C5          | 31.42'  | 20.00'   | 90°00'00" | N87°22'53"E   | 28.28'       |
| C6          | 121.15' | 459.00'  | 15°07'21" | N34°49'13"E   | 120.80'      |
| C7          | 141.02' | 168.96'  | 47°49'07" | S43°25'19"E   | 136.96'      |
| C8          | 152.53' | 210.99'  | 41°25'09" | S32°43'16"E   | 149.23'      |
| C9          | 230.84' | 302.00'  | 45°30'12" | S72°32'55"W   | 233.59'      |
| C10         | 73.16'  | 1043.81' | 4°00'58"  | N86°41'59"W   | 73.15'       |
| C11         | 70.44'  | 1009.00' | 4°00'00"  | N86°41'59"W   | 70.43'       |
| C12         | 270.82' | 341.00'  | 45°30'12" | S72°32'55"W   | 263.75'      |
| C13         | 122.13' | 341.00'  | 20°31'16" | S88°02'23"W   | 121.48'      |
| C14         | 148.68' | 341.00'  | 24°58'55" | S62°17'17"W   | 147.51'      |

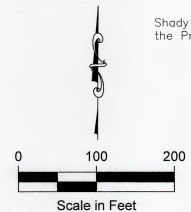
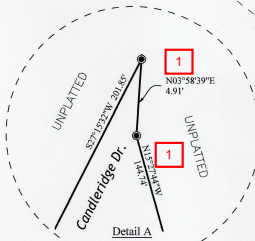
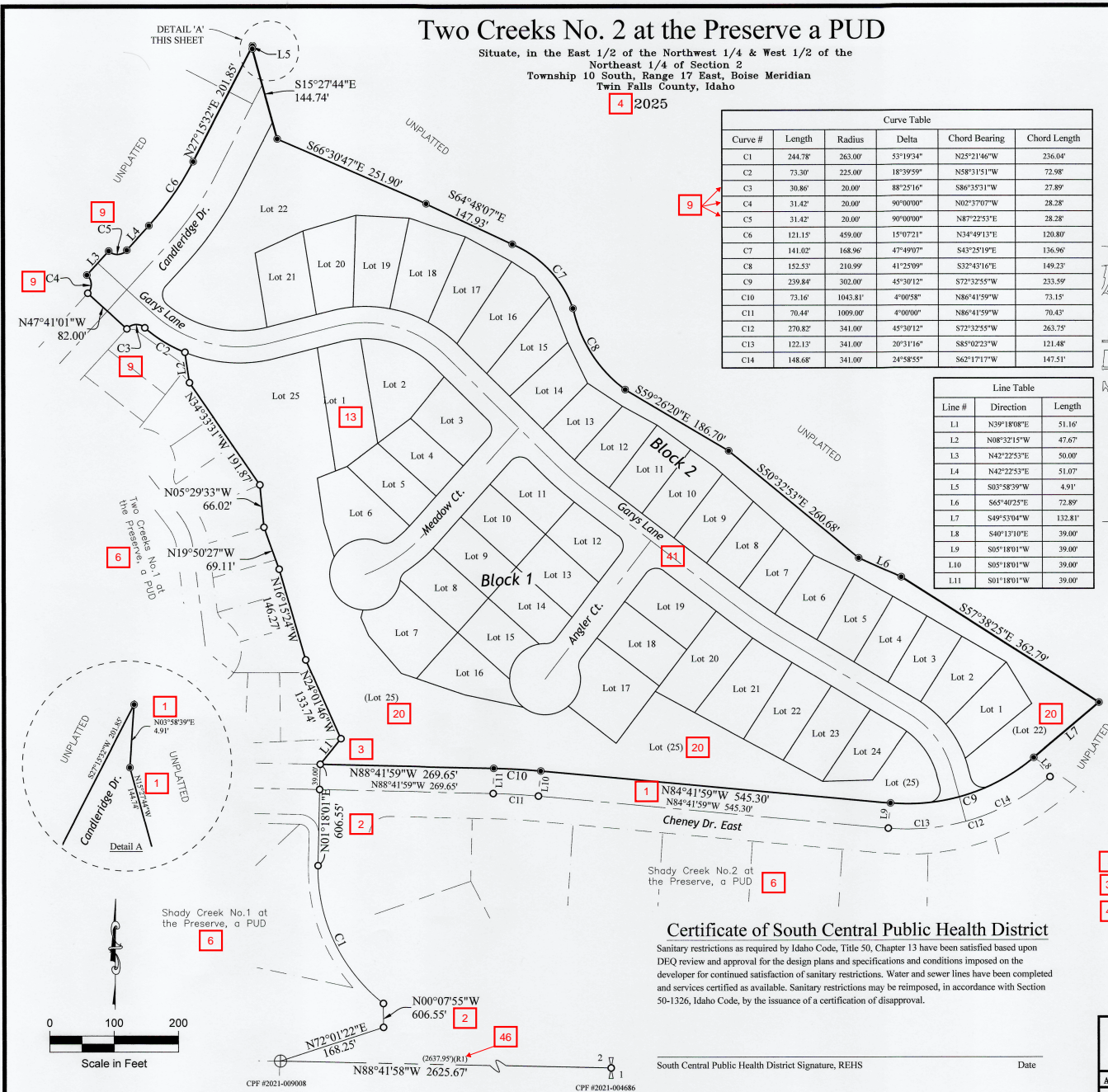
| Line Table |             |         |
|------------|-------------|---------|
| Line #     | Direction   | Length  |
| L1         | N39°18'08"E | 51.16'  |
| L2         | N08°32'15"W | 47.67'  |
| L3         | N42°22'53"E | 50.00'  |
| L4         | N42°22'53"E | 51.07'  |
| L5         | S03°58'59"W | 4.91'   |
| L6         | S65°40'25"E | 72.89'  |
| L7         | S49°53'04"W | 132.81' |
| L8         | S40°13'10"E | 39.00'  |
| L9         | S05°18'01"W | 39.00'  |
| L10        | S05°18'01"W | 39.00'  |
| L11        | S01°18'01"W | 39.00'  |



VICINITY MAP  
SCALE 1"=1000'

### Legend

- Boundary Line
- Parcel Line
- Adjacent Parcel Line
- Center Line
- 20' Easement
- 15' Public Utility Easement (PUE) Line
- 40' (PUE) & Sidewalk Easement Line
- 10' Irrigation Easement Line
- Quarter-Section Corner
- Found Aluminum Cap
- Found 5/8" Rebar, with Plastic Cap Marked "22247" Unless Otherwise Noted
- Set 1/2" x24" Rebar, with Plastic Cap Marked "22247"
- Set 5/8" x24" Rebar, with Plastic Cap Marked "22247"
- Point Not Set or Found
- PLS Number Found on Monument



CPF #2021-009008

CPF #2021-004686

### Certificate of South Central Public Health District

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based upon DEQ review and approval for the design plans and specifications and conditions imposed on the developer for continued satisfaction of sanitary restrictions. Water and sewer lines have been completed and services certified as available. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certification of disapproval.

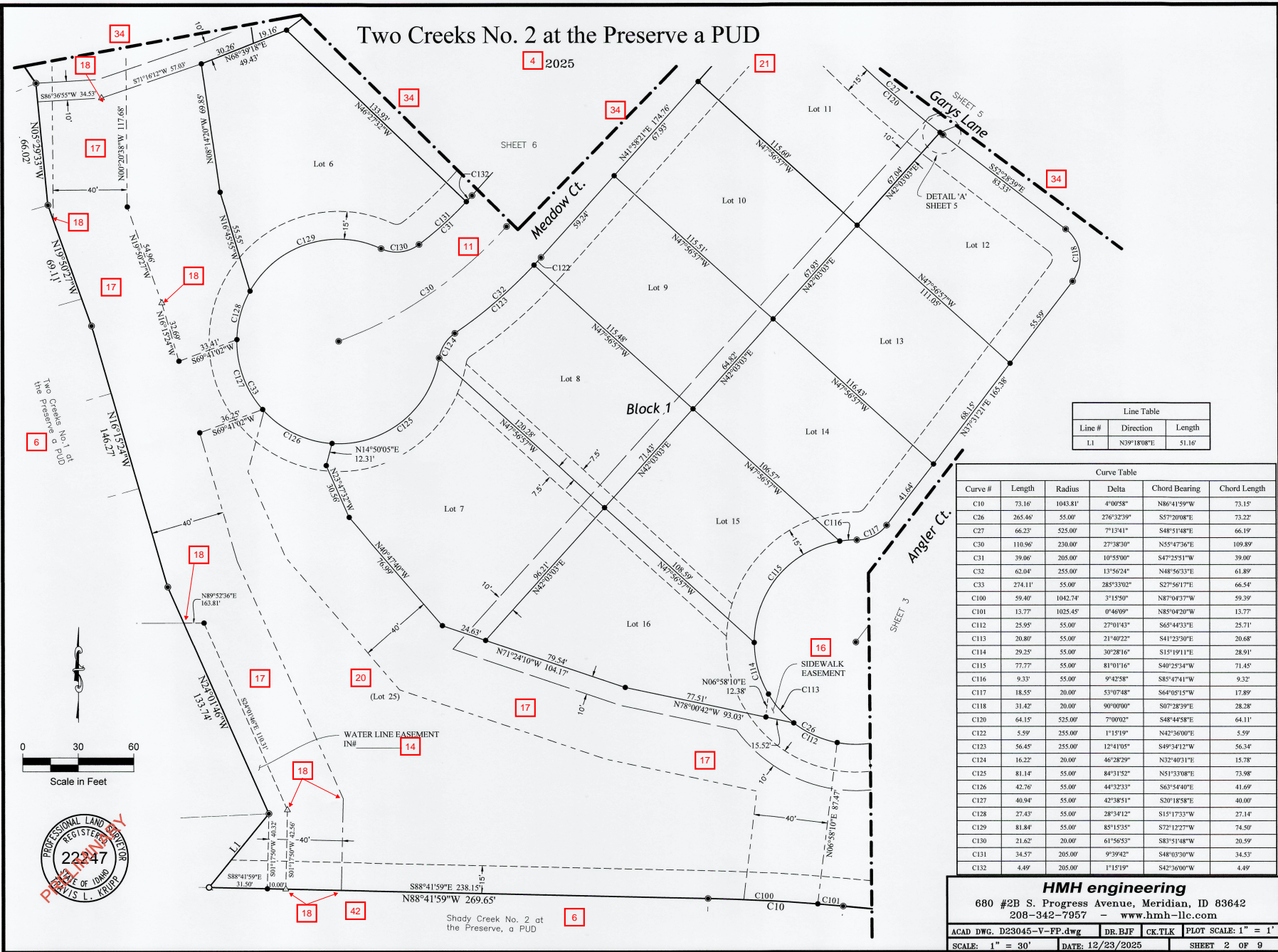
South Central Public Health District Signature, REHS Date



**HMH engineering**  
 680 #2B S. Progress Avenue, Meridian, ID 83642  
 208-342-7957 - www.hmh-llc.com

ACAD DWG. D23045-V-PP.dwg DR. BJF CK.TLK PLOT SCALE: 1" = 1'  
 SCALE: 1" = 100' DATE: 12/24/2025 SHEET 1 OF 9

# Two Creeks No. 2 at the Preserve a PUD



2025

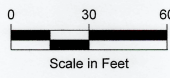
| Line Table |             |        |
|------------|-------------|--------|
| Line #     | Direction   | Length |
| L1         | N39°18'08"E | 51.16' |

| Curve Table |         |          |            |               |              |
|-------------|---------|----------|------------|---------------|--------------|
| Curve #     | Length  | Radius   | Delta      | Chord Bearing | Chord Length |
| C10         | 73.16'  | 1043.81' | 4°00'58"   | N86°41'59"W   | 73.15'       |
| C26         | 265.46' | 55.00'   | 276°32'39" | S57°20'08"E   | 73.22'       |
| C27         | 66.23'  | 525.00'  | 7°13'41"   | S48°51'48"E   | 66.19'       |
| C30         | 110.96' | 230.00'  | 27°38'30"  | N55°47'36"E   | 109.89'      |
| C31         | 39.06'  | 205.00'  | 10°55'00"  | S47°25'51"W   | 39.00'       |
| C32         | 62.04'  | 255.00'  | 13°56'24"  | N48°56'33"E   | 61.89'       |
| C33         | 274.11' | 55.00'   | 283°33'02" | S27°56'17"E   | 66.54'       |
| C100        | 59.40'  | 1042.74' | 3°15'50"   | N87°04'37"W   | 59.39'       |
| C101        | 13.77'  | 1025.45' | 0°46'09"   | N85°04'20"W   | 13.77'       |
| C112        | 25.95'  | 55.00'   | 27°01'43"  | S65°44'33"E   | 25.71'       |
| C113        | 20.80'  | 55.00'   | 21°40'22"  | S41°23'50"E   | 20.68'       |
| C114        | 29.25'  | 55.00'   | 30°28'16"  | S15°19'11"E   | 28.91'       |
| C115        | 77.77'  | 55.00'   | 81°01'16"  | S40°25'34"W   | 71.45'       |
| C116        | 9.33'   | 55.00'   | 9°42'58"   | S85°47'41"W   | 9.32'        |
| C117        | 18.55'  | 20.00'   | 53°07'48"  | S64°05'15"W   | 17.89'       |
| C118        | 31.42'  | 20.00'   | 90°00'00"  | S07°28'39"E   | 28.28'       |
| C120        | 64.15'  | 525.00'  | 7°00'02"   | S48°44'58"E   | 64.11'       |
| C122        | 5.59'   | 255.00'  | 1°15'19"   | N42°36'00"E   | 5.59'        |
| C123        | 56.45'  | 255.00'  | 12°41'05"  | S49°34'12"W   | 56.34'       |
| C124        | 16.22'  | 20.00'   | 46°28'29"  | N32°40'31"E   | 15.78'       |
| C125        | 81.14'  | 55.00'   | 84°31'52"  | N51°33'08"E   | 73.98'       |
| C126        | 42.76'  | 55.00'   | 44°32'33"  | S63°54'40"E   | 41.69'       |
| C127        | 40.94'  | 55.00'   | 42°38'51"  | S20°18'58"E   | 40.00'       |
| C128        | 27.43'  | 55.00'   | 28°34'12"  | S15°17'33"W   | 27.14'       |
| C129        | 81.84'  | 55.00'   | 85°15'55"  | S72°12'27"W   | 74.50'       |
| C130        | 21.62'  | 20.00'   | 61°56'53"  | S83°51'48"W   | 20.59'       |
| C131        | 34.57'  | 205.00'  | 9°39'42"   | S48°03'50"W   | 34.53'       |
| C132        | 4.49'   | 205.00'  | 1°15'19"   | S42°36'00"W   | 4.49'        |

**HMH engineering**

680 #2B S. Progress Avenue, Meridian, ID 83642  
208-342-7957 - www.hmh-llc.com

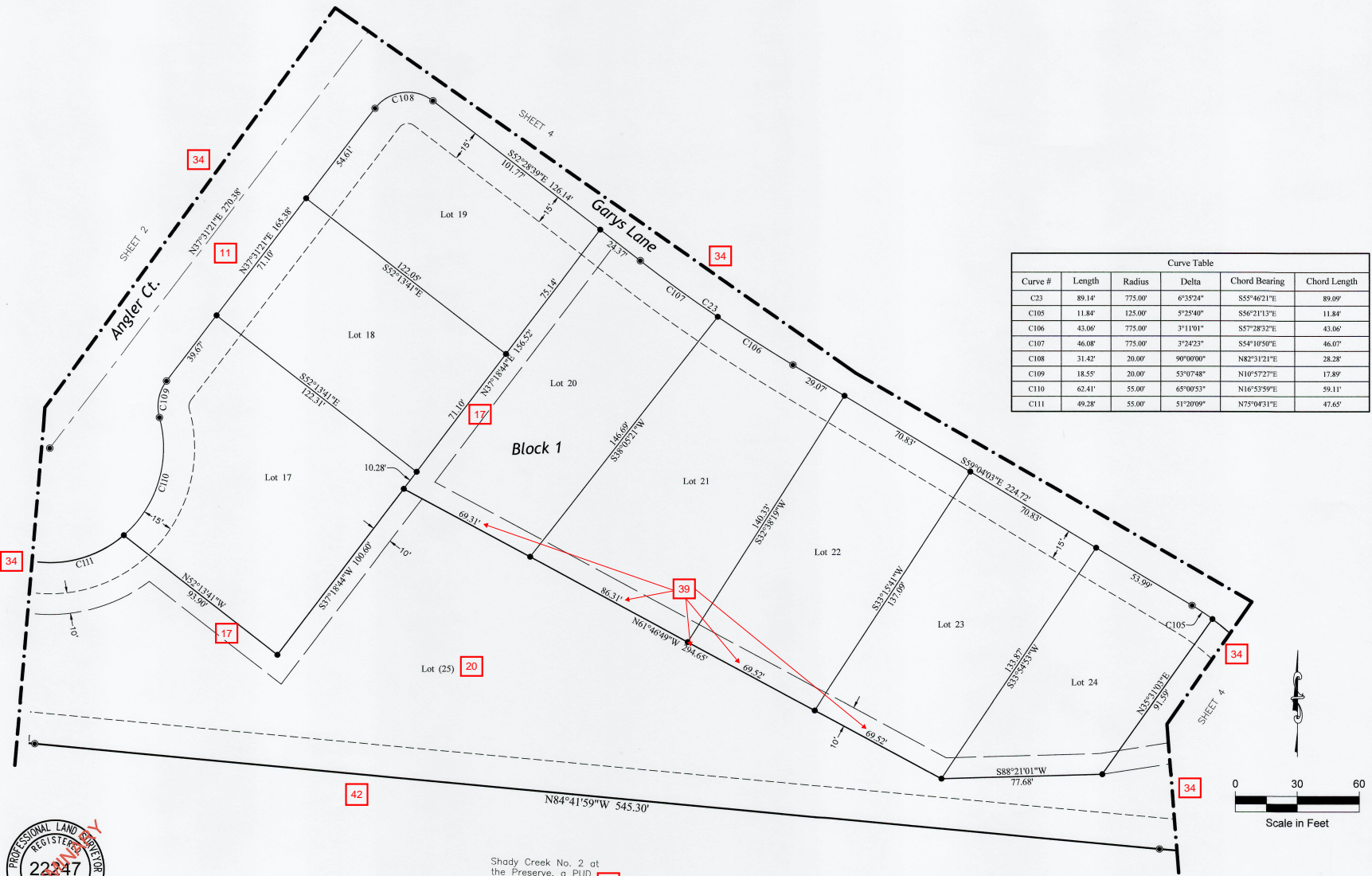
|                           |                  |              |                     |
|---------------------------|------------------|--------------|---------------------|
| ACAD DWG. D23045-V-PP.dwg | DR. BJF          | CK.TLK       | PLOT SCALE: 1" = 1' |
| SCALE: 1" = 30'           | DATE: 12/23/2025 | SHEET 2 OF 9 |                     |



Shady Creek No. 2 at the Preserve, a PUD

# Two Creeks No. 2 at the Preserve a PUD

4 2025



| Curve Table |        |         |           |               |              |
|-------------|--------|---------|-----------|---------------|--------------|
| Curve #     | Length | Radius  | Delta     | Chord Bearing | Chord Length |
| C23         | 89.14' | 775.00' | 6°35'24"  | S55°46'21"E   | 89.09'       |
| C105        | 11.84' | 125.00' | 5°25'40"  | S56°21'13"E   | 11.84'       |
| C106        | 43.06' | 775.00' | 3°11'01"  | S57°28'32"E   | 43.06'       |
| C107        | 46.08' | 775.00' | 3°24'23"  | S54°10'50"E   | 46.07'       |
| C108        | 31.42' | 20.00'  | 90°00'00" | N82°31'21"E   | 28.28'       |
| C109        | 18.55' | 20.00'  | 53°07'48" | N10°57'27"E   | 17.89'       |
| C110        | 62.41' | 55.00'  | 65°00'53" | N16°53'59"E   | 59.11'       |
| C111        | 49.28' | 55.00'  | 51°20'09" | N75°04'31"E   | 47.65'       |



Shady Creek No. 2 at the Preserve, a PUD

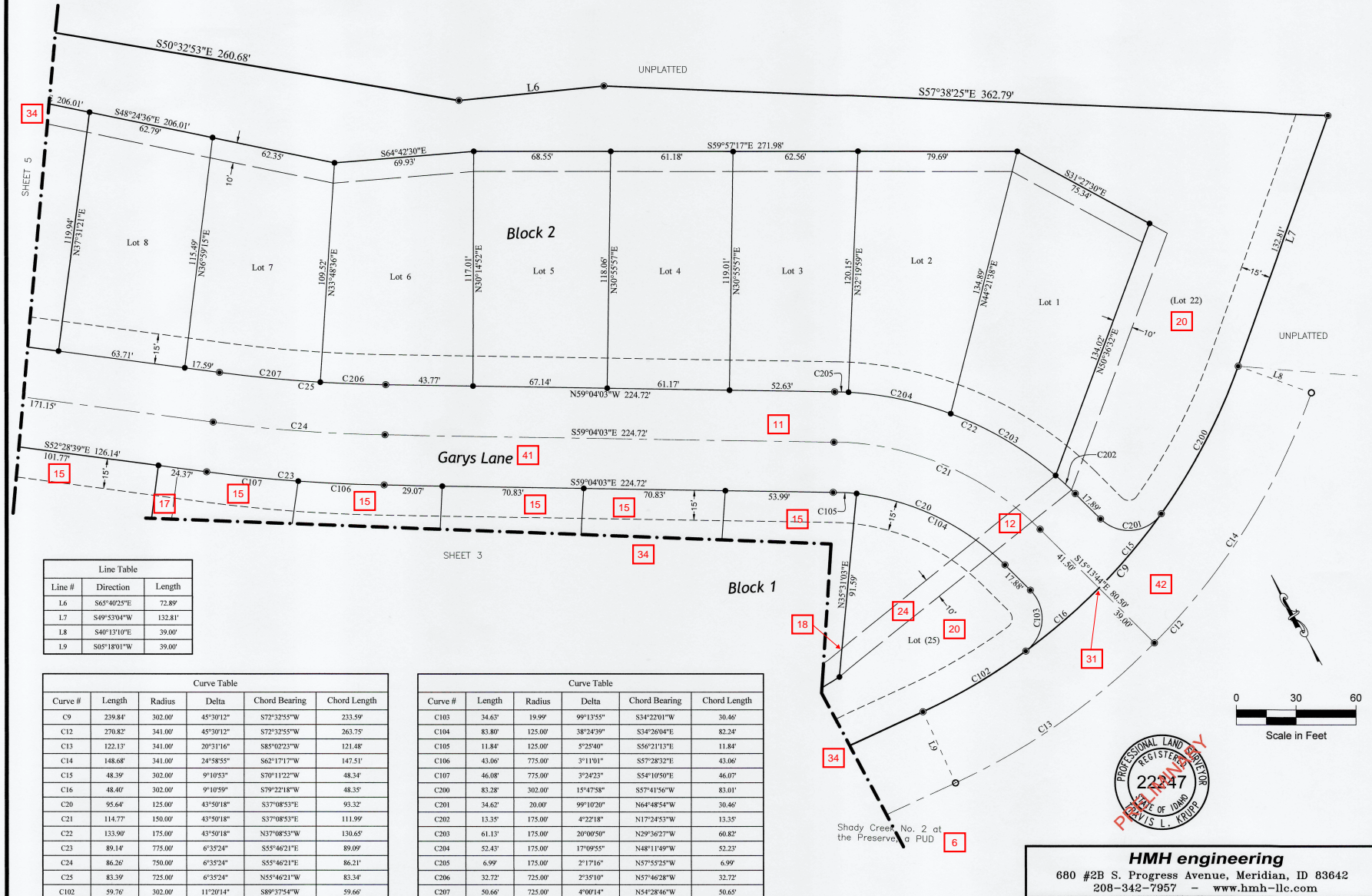
6

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|                           |                  |              |                     |
|---------------------------|------------------|--------------|---------------------|
| ACAD DWG. D23045-V-FP.dwg | DR.BJF           | CK.TLK       | PLOT SCALE: 1" = 1' |
| SCALE: 1" = 30'           | DATE: 12/23/2025 | SHEET 3 OF 9 |                     |

# Two Creeks No. 2 at the Preserve a PUD

4 2025



| Line # | Direction   | Length  |
|--------|-------------|---------|
| L6     | S65°40'25"E | 72.89   |
| L7     | S49°53'04"W | 132.81' |
| L8     | S40°13'10"E | 39.00'  |
| L9     | S05°18'01"W | 39.00'  |

| Curve # | Length  | Radius  | Delta     | Chord Bearing | Chord Length |
|---------|---------|---------|-----------|---------------|--------------|
| C9      | 239.84' | 302.00' | 45°30'12" | S72°32'55"W   | 233.59'      |
| C12     | 270.82' | 341.00' | 45°30'12" | S72°32'55"W   | 263.75'      |
| C13     | 122.13' | 341.00' | 20°31'16" | S85°02'23"W   | 121.48'      |
| C14     | 148.66' | 341.00' | 24°58'55" | S62°17'17"W   | 147.51'      |
| C15     | 48.39'  | 302.00' | 9°10'53"  | S70°11'22"W   | 48.34'       |
| C16     | 48.40'  | 302.00' | 9°10'59"  | S79°22'18"W   | 48.35'       |
| C20     | 95.64'  | 125.00' | 43°50'18" | S37°08'53"E   | 93.32'       |
| C21     | 114.77' | 150.00' | 43°50'18" | S37°08'53"E   | 111.99'      |
| C22     | 133.90' | 175.00' | 43°50'18" | N37°08'53"W   | 130.65'      |
| C23     | 89.14'  | 775.00' | 6°35'24"  | S55°46'21"E   | 89.09'       |
| C24     | 86.26'  | 750.00' | 6°35'24"  | S55°46'21"E   | 86.21'       |
| C25     | 83.39'  | 725.00' | 6°35'24"  | N55°46'21"W   | 83.34'       |
| C102    | 59.76'  | 302.00' | 11°20'14" | S89°37'54"W   | 59.66'       |

| Curve # | Length | Radius  | Delta     | Chord Bearing | Chord Length |
|---------|--------|---------|-----------|---------------|--------------|
| C103    | 34.63' | 19.99'  | 99°13'55" | S34°22'01"W   | 30.46'       |
| C104    | 83.80' | 125.00' | 38°24'39" | S34°26'04"E   | 82.24'       |
| C105    | 11.84' | 125.00' | 5°25'40"  | S56°21'13"E   | 11.84'       |
| C106    | 43.06' | 775.00' | 3°11'01"  | S57°28'32"E   | 43.06'       |
| C107    | 46.08' | 775.00' | 3°24'23"  | S54°10'50"E   | 46.07'       |
| C200    | 83.28' | 302.00' | 15°47'58" | S57°41'56"W   | 83.01'       |
| C201    | 34.62' | 20.00'  | 99°10'20" | N64°48'54"W   | 30.46'       |
| C202    | 13.35' | 175.00' | 4°22'18"  | N17°24'53"W   | 13.35'       |
| C203    | 61.13' | 175.00' | 20°00'50" | N29°36'27"W   | 60.82'       |
| C204    | 52.43' | 175.00' | 17°09'55" | N48°11'49"W   | 52.23'       |
| C205    | 6.99'  | 175.00' | 2°17'16"  | N57°55'25"W   | 6.99'        |
| C206    | 32.72' | 725.00' | 2°35'10"  | N57°46'28"W   | 32.72'       |
| C207    | 50.66' | 725.00' | 4°00'14"  | N54°28'46"W   | 50.65'       |

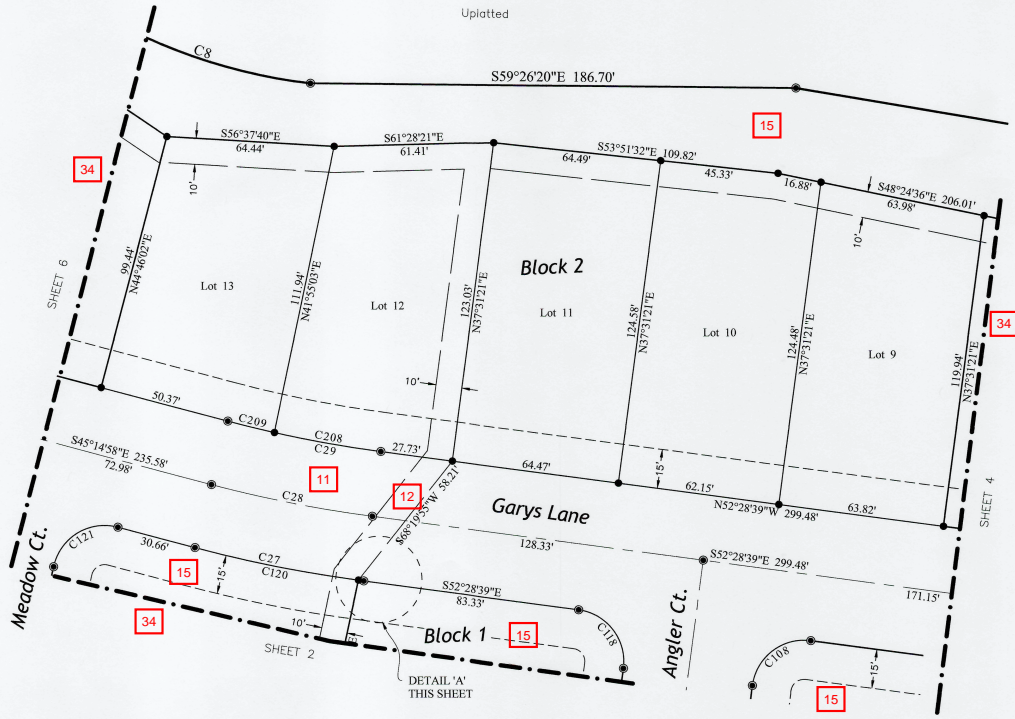
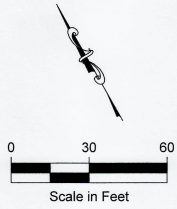


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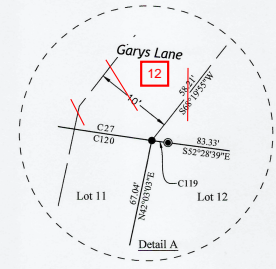
ACAD DWG: D23045-V-PP.dwg    DR:BJF    CK:TLK    PLOT SCALE: 1" = 1'  
 SCALE: 1" = 30'    DATE: 12/24/2025    SHEET 4 OF 9

# Two Creeks No. 2 at the Preserve a PUD

4 2025



| Curve Table |        |         |           |               |              |
|-------------|--------|---------|-----------|---------------|--------------|
| Curve #     | Length | Radius  | Delta     | Chord Bearing | Chord Length |
| C27         | 66.23' | 525.00' | 7°13'41"  | S48°51'48"E   | 66.19'       |
| C28         | 63.08' | 500.00' | 7°13'41"  | S48°51'48"E   | 63.04'       |
| C29         | 59.92' | 475.00' | 7°13'41"  | N48°51'48"W   | 59.88'       |
| C108        | 31.42' | 20.00'  | 90°00'00" | N82°31'21"E   | 28.28'       |
| C118        | 31.42' | 20.00'  | 90°00'00" | S07°28'39"E   | 28.28'       |
| C119        | 2.09'  | 525.00' | 0°13'39"  | S52°21'49"E   | 2.09'        |
| C120        | 64.15' | 525.00' | 7°00'02"  | S48°44'58"E   | 64.11'       |
| C121        | 32.39' | 20.00'  | 92°46'42" | N88°21'42"E   | 28.96'       |
| C208        | 41.56' | 475.00' | 5°00'46"  | N49°58'16"W   | 41.54'       |
| C209        | 18.37' | 475.00' | 2°12'56"  | N46°21'25"W   | 18.37'       |



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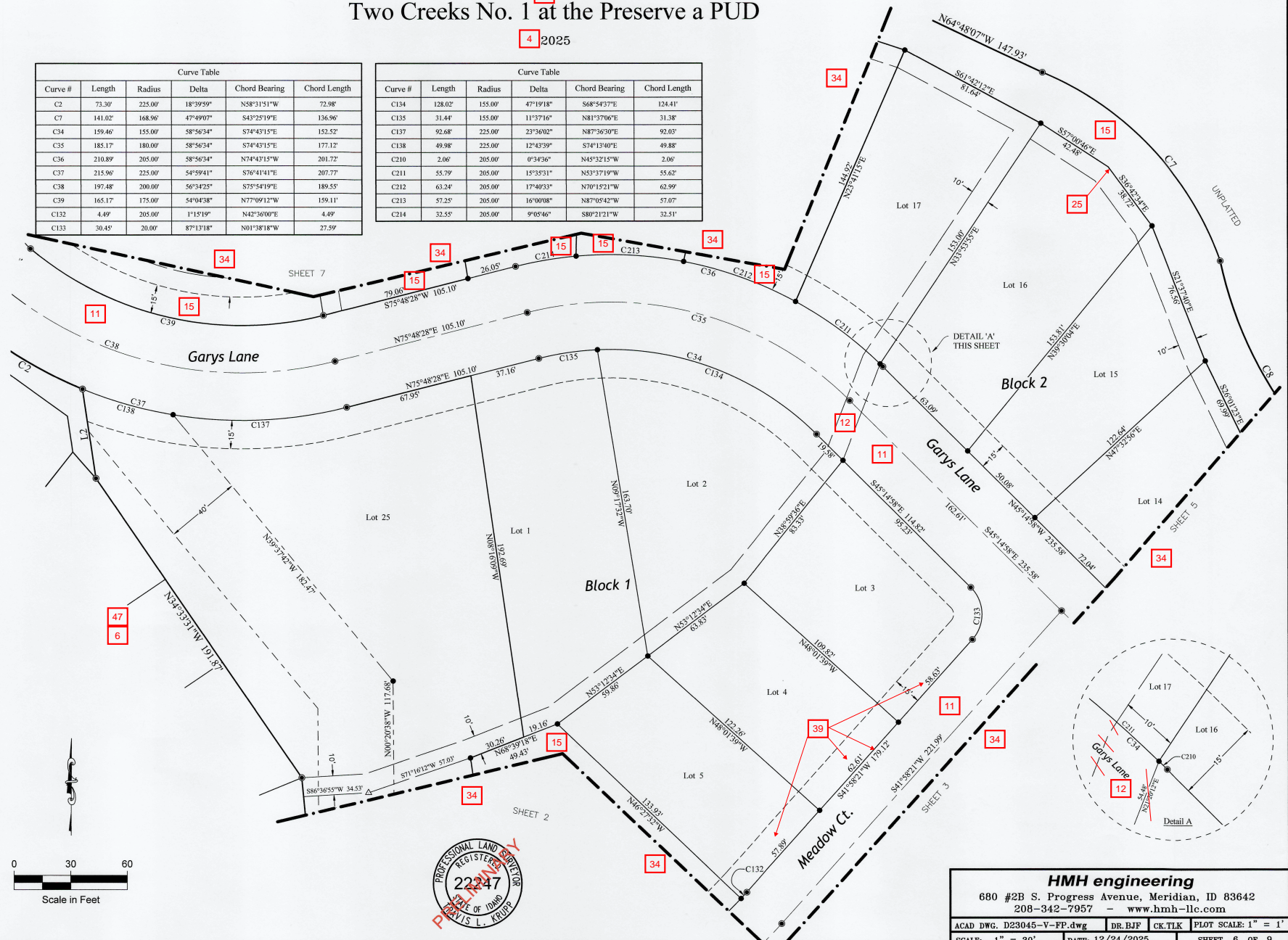
|                           |                  |              |                     |
|---------------------------|------------------|--------------|---------------------|
| ACAD DWG. D23045-V-FP.dwg | DR. BJF          | CK. TLK      | PLOT SCALE: 1" = 1' |
| SCALE: 1" = 30'           | DATE: 12/23/2025 | SHEET 5 OF 9 |                     |

# Two Creeks No. 1 at the Preserve a PUD

4 2025

| Curve Table |         |         |           |               |              |
|-------------|---------|---------|-----------|---------------|--------------|
| Curve #     | Length  | Radius  | Delta     | Chord Bearing | Chord Length |
| C2          | 73.30   | 225.00  | 18°39'59" | N58°31'51"W   | 72.98'       |
| C7          | 141.02' | 168.96' | 47°49'07" | S43°25'19"E   | 136.96'      |
| C34         | 159.46' | 155.00' | 58°56'34" | S74°43'15"E   | 152.52'      |
| C35         | 185.17' | 180.00' | 58°56'34" | S74°43'15"E   | 177.12'      |
| C36         | 210.89' | 205.00' | 58°56'34" | N74°43'15"W   | 201.72'      |
| C37         | 215.96' | 225.00' | 54°59'41" | S76°41'41"E   | 207.77'      |
| C38         | 197.48' | 200.00' | 56°34'25" | S75°54'19"E   | 189.55'      |
| C39         | 165.17' | 175.00' | 54°04'38" | N77°09'12"W   | 159.11'      |
| C132        | 4.49'   | 205.00' | 1°15'19"  | N42°36'00"E   | 4.49'        |
| C133        | 30.45'  | 20.00'  | 87°13'18" | N01°38'18"W   | 27.59'       |

| Curve Table |         |         |           |               |              |
|-------------|---------|---------|-----------|---------------|--------------|
| Curve #     | Length  | Radius  | Delta     | Chord Bearing | Chord Length |
| C134        | 128.02' | 155.00' | 47°19'18" | S68°54'37"E   | 124.41'      |
| C135        | 31.44'  | 155.00' | 11°37'16" | N81°37'06"E   | 31.38'       |
| C137        | 92.68'  | 225.00' | 23°36'02" | N87°36'30"E   | 92.03'       |
| C138        | 49.98'  | 225.00' | 12°43'39" | S74°13'40"E   | 49.88'       |
| C210        | 2.06'   | 205.00' | 0°34'36"  | N45°32'15"W   | 2.06'        |
| C211        | 55.79'  | 205.00' | 15°35'31" | N53°37'19"W   | 55.62'       |
| C212        | 63.24'  | 205.00' | 17°40'33" | N70°15'21"W   | 62.99'       |
| C213        | 57.25'  | 205.00' | 16°00'08" | N87°05'42"W   | 57.07'       |
| C214        | 32.55'  | 205.00' | 9°05'46"  | S80°21'21"W   | 32.51'       |



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|---------------------------|------------------|--------------|---------------------|
| ACAD DWG. D23045-V-FP.dwg | DR.BJF           | CK.TLK       | PLOT SCALE: 1" = 1' |
| SCALE: 1" = 30'           | DATE: 12/24/2025 | SHEET 6 OF 9 |                     |

# Two Creeks No. 1 at the Preserve a PUD

2025

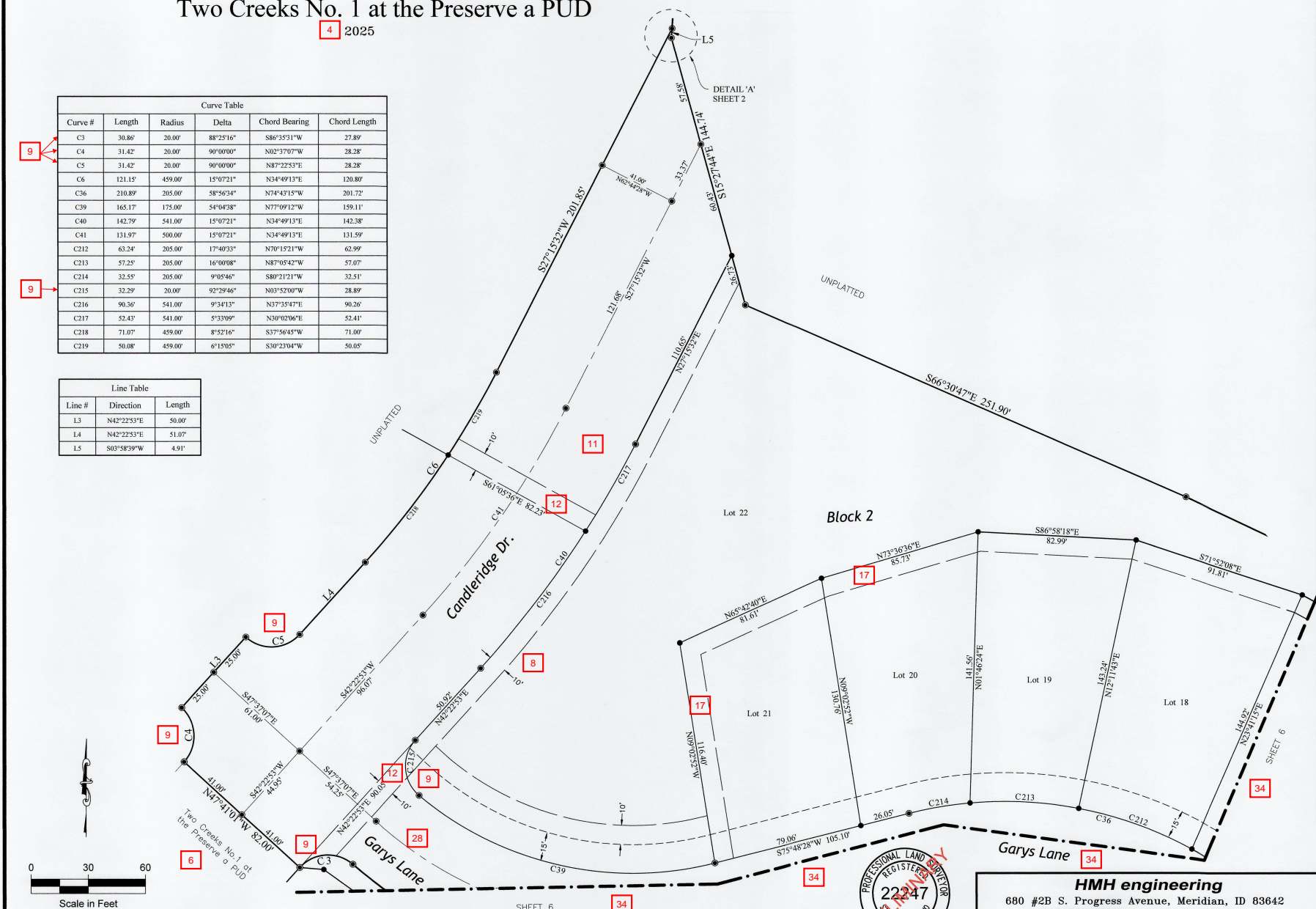
| Curve Table |         |         |           |               |              |
|-------------|---------|---------|-----------|---------------|--------------|
| Curve #     | Length  | Radius  | Delta     | Chord Bearing | Chord Length |
| C3          | 30.80'  | 20.00'  | 88°25'16" | S86°33'31"W   | 27.89'       |
| C4          | 31.42'  | 20.00'  | 90°00'00" | N02°37'07"E   | 28.28'       |
| C5          | 31.42'  | 20.00'  | 90°00'00" | N87°22'53"E   | 28.28'       |
| C6          | 121.15' | 459.00' | 15°07'21" | N34°49'13"E   | 120.80'      |
| C36         | 210.89' | 205.00' | 58°56'34" | N74°43'15"W   | 201.72'      |
| C39         | 165.17' | 175.00' | 54°04'38" | N77°09'12"W   | 159.11'      |
| C40         | 142.79' | 541.00' | 15°07'21" | N34°49'13"E   | 142.38'      |
| C41         | 131.97' | 500.00' | 15°07'21" | N34°49'13"E   | 131.59'      |
| C212        | 63.24'  | 205.00' | 17°40'33" | N70°15'21"W   | 62.99'       |
| C213        | 57.25'  | 205.00' | 16°00'08" | N87°05'42"W   | 57.07'       |
| C214        | 32.55'  | 205.00' | 9°05'46"  | S80°21'21"W   | 32.51'       |
| C215        | 32.29'  | 20.00'  | 92°29'46" | N03°52'00"W   | 28.89'       |
| C216        | 90.36'  | 541.00' | 9°34'13"  | N37°35'47"E   | 90.26'       |
| C217        | 52.43'  | 541.00' | 5°33'09"  | N30°02'06"E   | 52.41'       |
| C218        | 71.07'  | 459.00' | 8°52'16"  | S37°56'45"W   | 71.00'       |
| C219        | 50.08'  | 459.00' | 6°15'05"  | S30°23'04"W   | 50.05'       |

| Line Table |             |        |
|------------|-------------|--------|
| Line #     | Direction   | Length |
| L3         | N42°22'53"E | 50.00' |
| L4         | N42°22'53"E | 51.07' |
| L5         | S03°38'39"W | 4.91'  |

9

9

6



L5

DETAIL 'A'  
SHEET 2

UNPLATTED

S66°30'47"E 251.90'

Lot 22  
Block 2

N73°36'36"E 85.73'  
S86°58'18"E 82.99'  
S71°52'08"E 91.81'

Lot 20  
Lot 19  
Lot 18

N65°42'30"E 81.61'  
N01°46'24"E 141.56'  
N127°14'32"E 143.24'

Lot 21  
Lot 18

N44°09'51"E 144.99'  
N23°41'15"E 143.24'



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|---------------------------|------------------|--------------|---------------------|
| ACAD DWG. D23045-V-FP.dwg | DR. B.J.F.       | CK. T.L.K.   | PLOT SCALE: 1" = 1' |
| SCALE: 1" = 30'           | DATE: 12/24/2025 | SHEET 7 OF 9 |                     |

# Two Creeks No. 2 at the Preserve a PUD

4 2025

## Certificate of Owners

Known all by men these presents that the undersigned are the owners of the real parcel of land herein described as follows: A parcel of land situate in the East half Northwest quarter and West half Northeast quarter Section 2, Township 10 South, Range 17 East, Boise Meridian, City of Twin Falls, Twin Falls County, Idaho, more particularly described as follows:

COMMENCING at the southwest corner of the southwest quarter of the northeast quarter of Section 2 (center 1/4 corner) as described in Corner Record Instrument No. 2021-009008, from which the southeast corner of the southeast quarter of the northeast quarter of Section 2 (west 1/4 corner) as described in Corner Record Instrument No. 2021-004686, bears South 88°41'58" East, 2,625.67 feet,

6 Thence along the easterly line of Shady Creek No.1 at the Preserve, a P.U.D., the following 3 courses:

North 72°01'22" East, 168.25 feet;  
Thence North 00°07'55" West, 36.89 feet; 2

Thence 244.78 feet, along a non-tangent curve to the right with a radius of 263.00 feet, concave northeast, a central angle of 53°19'34", and a chord which bears North 25°21'46" West, 236.04 feet;

2 Thence North 01°18'01" East, 156.63 feet to the northeast corner of said Shady Creek No.1 at the Preserve, a P.U.D., the POINT OF BEGINNING; 6

Thence North 39°18'08" East, 51.16 feet;  
Thence North 24°01'46" West, 133.74 feet;  
Thence North 16°15'24" West, 146.27 feet;  
Thence North 19°50'27" West, 69.11 feet;  
Thence North 05°29'33" West, 66.02 feet;  
Thence North 34°33'31" West, 191.87 feet;  
Thence North 08°32'15" West, 47.67 feet;

Thence 73.30 feet, along a non-tangent curve to the right with a radius of 225.00 feet, concave northeast, a central angle of 18°39'59", and a chord which bears North 58°31'51" West, 72.98 feet;

9 Thence 30.86 feet, along a non-tangent curve to the left with a radius of 20.00 feet, concave south, a central angle of 88°25'16", and a chord which bears South 89°35'31" West, 27.89 feet; 26

Thence North 47°41'01" West, 82.00 feet;

9 Thence 31.42 feet, along a non-tangent curve to the left with a radius of 20.00 feet, concave west, a central angle of 90°00'00", and a chord which bears North 02°37'07" West, 28.28 feet;

Thence North 42°22'53" East, 50.00 feet;

9 Thence 31.42 feet, along a non-tangent curve to the left with a radius of 20.00 feet, concave north, a central angle of 90°00'00", and a chord which bears North 87°22'53" East, 28.28 feet;

Thence North 42°22'53" East, 51.07 feet;

Thence 121.15 feet, along a curve to the left with a radius of 459.00 feet, concave northwest, a central angle of 15°07'21", and a chord which bears North 34°49'13" East, 120.80 feet;

1 Thence North 27°15'32" East, 201.85 feet;  
Thence South 03°58'39" West, 4.91 feet;  
Thence South 15°27'44" East, 144.74 feet;  
Thence South 66°30'47" East, 251.90 feet;  
Thence South 64°48'07" East, 147.93 feet;

Thence 141.02 feet, along a non-tangent curve to the right with a radius of 168.96 feet, concave southwest, a central angle of 47°49'07", and a chord which bears South 43°25'19" East, 136.96 feet;

Thence 152.53 feet, along a non-tangent curve to the left with a radius of 210.99 feet, concave northeast, a central angle of 41°25'09", and a chord which bears South 32°43'16" East, 149.23 feet;

Thence South 59°26'20" East, 186.70 feet;  
Thence South 50°32'53" East, 260.68 feet;  
Thence South 65°40'25" East, 72.89 feet;  
Thence South 57°38'25" East, 362.79 feet to the northeast corner of Shady Creek No2 at the Preserve, a P.U.D.;

Thence along said northerly line of Shady Creek No.2 at the Preserve, a P.U.D., the following 5 courses:

South 49°53'04" West, 132.81 feet;

Thence 239.84 feet, along a non-tangent curve to the right with a radius of 302.00 feet, concave north, a central angle of 45°30'12", and a chord which bears South 72°32'55" West, 233.59 feet;

1 Thence North 84°42'10" West, 545.30 feet;

Thence 73.16 feet, along a curve to the left with a radius of 1,043.81 feet, concave south, a central angle of 04°00'58", and a chord which bears North 86°41'59" West, 73.15 feet;

Thence North 88°41'59" West, 269.65 feet to the POINT OF BEGINNING.

Containing 18.377 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat. The public streets shown hereon are hereby dedicated to the public for such use. The easements indicated on this plat are not dedicated to the public, however, the right to use said easements is hereby reserved for public utilities and for such other public and non-public uses and any other purposes designated hereon, and no permanent structures are to be erected within the lines of said easements.

Pursuant to Idaho Code 50-1334, all lots within this plat will be eligible to receive water service from the City of Twin Falls, and the City of Twin Falls, has agreed in writing to serve all of the lots within this subdivision.

The owners hereby certify that surface water for irrigation is reasonably available, per Section 67-6537, Idaho Code, and that they are in compliance with Section 31-3805, Idaho Code.

Preserve PUD, LLC,  
an Idaho Limited Liability Company  
By: Mark D. Kelly  
Its: Managing Agent 27

Mark D. Kelly  
Its: Managing Agent 27

## Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Idaho 4  
County of Twin Falls  
On \_\_\_\_\_, 2025, before me, \_\_\_\_\_, a Notary Public, personally appeared Mark D. Kelly, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State Idaho that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature

36

## Plat Notes 30

- This development is subject to the City of Twin Falls Improvement Agreement for Developers recorded with the county.
- This development is governed by the Covenants, Conditions, and Restrictions to be recorded concurrently recorded with this plat.
- Lot 25 block1 and lot 22 block 2 are non-buildable common lots, a blanket easement for storm drain & pressure irrigation and will be owned and maintained by the Home Owners Association. Easements shown or designated hereon are non-exclusive, perpetual, shall run with the land, are appurtenant to the lots shown hereon, and are hereby reserved for the installation, maintenance, operation, and use of City water & sewer, Joint Trench Utilities whether governed by the Public Utility Commission or not such as power, natural gas, cable television, telecommunication, Internet/data, Private pressurized irrigation water, Twin Falls Canal Company gravity irrigation water, Private storm water drainage systems and appurtenances thereof.
- Irrigation water has been provided from the Twin Falls Canal Company to the Home Owners Association. The on site pressure irrigation system serving each lot will be owned and maintained by the Association. 22
- The on site Private storm drain system will be owned and maintained by the Home Owners Association. The storm water pond are off site of this phase of the development and a separate easement for access and maintenance to the pond is granted under a separate instrument.
- This development recognizes Idaho Code 50-1304(2)(1), there are no existing interstate natural gas transmission pipelines and/or interstate petroleum products pipelines within 1000-feet of the subdivision boundary.
- This development recognizes Section 22-4503 of Idaho Code, Right to Farm Act, which states, "No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
- 

## Basis of Bearing

The Basis of Bearing for this survey was established by GPS observations, projected to the Idaho Plane Coordinate System, Central Zone, NAD 83 datum. All bearings shown are on grid azimuth and all distances shown are at ground. Refer to the drawing for the specific line and monuments shown.

## References

Warranty Deed Instrument No. 2021-008729 14  
Water Easement Deed Instrument No. \_\_\_\_\_  
Shady Creek No. 1 at the Preserve, a PUC  
Shady Creek No. 2 at the Preserve, a PUC 35  
Clubhouse 12 at the Preserve, a PUC  
Two Creeks No. 1 at the Preserve, a PUC 19  
CPF Instrument Nol. 2021-004686  
CPF Instrument Nol. 2021-009008

## Surveyors Narrative

The purpose of this survey is to subdivide a portion of the East 1/2 of the Northwest 1/4 and West 1/2 of the Northeast 1/4 of Section 2 at the owners request. Monuments found at the east 1/4 corner and center 1/4 corner of section 2, the northerly boundary of Shady Creek (No. 1 & 2) at the Preserve, a PUD, and easterly boundary of Two Creeks No. 1 at the Preserve, a PUC, where found and held to establish the boundary.



|                                                |                  |              |                     |
|------------------------------------------------|------------------|--------------|---------------------|
| <b>HMH engineering</b>                         |                  |              |                     |
| 680 #2B S. Progress Avenue, Meridian, ID 83642 |                  |              |                     |
| 208-342-7957 - www.hmh-llc.com                 |                  |              |                     |
| ACAD DWG. D23045-V-FP.dwg                      | DR. BJF          | CK.TLK       | PLOT SCALE: 1" = 1' |
| SCALE: 1" = 30'                                | DATE: 12/24/2025 | SHEET 8 OF 9 |                     |

# Two Creeks No. 2 at the Preserve a PUD

4 2025

## Approval of City Council

The foregoing plat was duly accepted and approved by the City Council of Twins Falls, Idaho,

at their regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2025

4

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

## Approval of City Engineer

I have reviewed the accompanying plat and hereby certify that it conforms with the applicable ordinances of the City of Twin Falls, Idaho.

\_\_\_\_\_  
Twin Falls City Engineer      Date

\_\_\_\_\_  
Attest      Date

## Certificate of County Surveyor

I, the undersigned, Professional Land Surveyor for Twin Falls County, Idaho, do hereby certify that I have checked this plat and find that it complies with the State of Idaho Code relating to plats and surveys.

\_\_\_\_\_  
George A Yerion, PLS9858      Date  
Professional Land Surveyor

## Acknowledgment

State of Idaho  
County of Twin Falls

4

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025 before me, the undersigned, a Notary Public in and of said State, personally appeared George A Yerion, identified to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Signature

My commission expires: \_\_\_\_\_

37

## Certificate of County Recorder's

Instrument Number \_\_\_\_\_

State of Idaho  
County of Twin Falls

I hereby certify that this instrument was filed for record at the request of Twins Industrial LP

4

at \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock \_\_\_\_\_ m., on this \_\_\_\_\_ day of \_\_\_\_\_, 2025,

in Book \_\_\_\_\_ of Plats at Pages \_\_\_\_\_ thru \_\_\_\_\_.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025 AT \_\_\_\_\_ M., THE FOREGOING PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF TWIN FALLS COUNTY, IDAHO AND DULY RECORDED IN PLAT BOOK \_\_\_\_\_, ON PAGE \_\_\_\_\_.

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\_\_\_\_\_  
Ex-officio Recorder

\_\_\_\_\_  
Deputy Recorder

## Certificate of County Treasurer

I, \_\_\_\_\_ County Treasurer in and for County of Twin Falls, State of Idaho, per the requirements of Idaho Code 50-1308, do hereby certify that all county property taxes due for the property included in this plat have been paid in full. This certification is valid for the next thirty (30) days only.

\_\_\_\_\_  
County Treasurer      Date

## Certificate of Surveyor

I, Travis L. Krupp, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and this map has been prepared from an actual survey made on the ground under my direct supervision, and is an accurate representation of said survey. It is in conformity with the Corner Perpetuation and Filing Act, State of Idaho Code 55-1601 through 55-1612 and to the Idaho Code relating to Surveys.



## HMH engineering

680 #2B S. Progress Avenue, Meridian, ID 83642  
208-342-7957 - www.hmh-llc.com

|                           |                  |              |                     |
|---------------------------|------------------|--------------|---------------------|
| ACAD DWG. D23045-V-FP.dwg | DR. BJF          | CK. TLK      | PLOT SCALE: 1" = 1" |
| SCALE: 1" = 30'           | DATE: 12/24/2025 | SHEET 9 OF 9 |                     |



**Date:** Monday, May 18, 2026  
**To:** Honorable Mayor and City Council  
**From:** Matthew Hicks, Chief of Police

## PRESENTATION

### Request:

A formal ceremony swearing in three new Twin Falls Police Department. It is requested that Mayor Jason Brown administer the Oath of Office to Alexander Baiz, Efrain Deleon, and Colin Jensen.

### Time Estimate:

This presentation will take approximately ten minutes.

### Background:

**Alexander Baiz** was hired by Twin Falls Police Department in March 2026. After completing high school, Alex moved back to his hometown of Twin Falls from Meridian to compete in boxing. Prior to pursuing a career in law enforcement, Alex worked as a sales associate and precious metal handler for Seastrom Manufacturing. Alex is anxious to begin his law enforcement service in Twin Falls and hopes to help build a stronger community. Alex and his fiancé have been together for five years and have a beautiful baby girl named Elizabeth.

**Efrain Deleon** was hired by Twin Falls Police Department in December 2025. Efrain is originally from American Falls, ID. After graduating from high school, he served four years in the United States Marine Corps. Upon completion of his service, Efrain worked as a Correctional Officer for the state of Arizona. After spending just over 18 months in that profession, Efrain went back into military service in the Army. Efrain spent four years in the Army and completed his service with an honorable discharge. Efrain moved back to Idaho with the hope of pursuing a career in Law Enforcement, and he is very eager to begin serving this community. He wants to be a servant leader of his community and impact the generational youth. Efrain has been married to his wife Nayla for eight years, and they have two lovely children, Noah and Kaylani.

**Colin Jensen** was hired by Twin Falls Police Department in November 2025, and is originally from Craig, Colorado. After completing high school, Colin served a two-year church service mission in Las Vegas, Nevada and throughout the Micronesian Islands. Prior to pursuing a career in Law Enforcement, Colin worked as a Wildland Firefighter with the Bureau of Land Management and Forest Service for six years. His work moved him to various locations throughout Colorado, Utah and Idaho. Colin has recently attained his bachelors degree from Utah Valley University in Emergency Services Administration. Colin is anxious to begin his law enforcement service in Twin Falls and hopes to help build a stronger community. Colin and his wife, Jennifer, have been married for two years and are expecting a daughter in July.

### Approval Process:

N/A

### Budget Impact:

This will not impact the budget.

### Regulatory Impact:

N/A

**History:**

N/A

**Analysis:**

N/A

**Conclusion:**

Chief Hicks would like to formally swear in the Twin Falls Police Department's three newest officers before the City Council with Mayor Jason Brown administering the Oaths of Office on May 18, 2026.

**Attachments:**

None



**Date:** Monday, May 18, 2026  
**To:** Honorable Mayor and City Council  
**From:** Matthew Hicks, Chief of Police

## PRESENTATION

### Request:

Presentation of POST Basic Certificates to Officers Malakai Brune, Luke Heninger, Sebastian Kondracki, Eric Ryan, and Austin Titus, and the POST Advanced Certificate to ECO Erin Ash and Officer Dzevad Mandzic.

### Time Estimate:

Approximately 10 minutes

### Background:

**Malakai Brune** was hired by the Twin Falls Police Department on July 14, 2025, and graduated from the CSI Law Enforcement Training Academy on December 10, 2025. Malakai graduated from Murtaugh High School in the spring of 2022 and then advanced his education at Lewis-Clark State College, where he took criminal justice classes and graduated with an associate's degree. During this time, Malakai also played college football. Malakai and his wife Brooklin got married in August 2024 and spend their free time outdoors or surrounded by family and friends. Malakai is excited to continue his professional and personal growth and serve this community.

**Luke Heninger** was hired by the Twin Falls Police Department on July 14, 2025. He is from Bozeman, Montana, and has experience working in a county jail. Luke graduated from the CSI Law Enforcement Training Academy on December 10, 2025, and looks forward to serving the Twin Falls Community. In his spare time, Luke enjoys spending time with his friends and family, and being outdoors.

**Sebastian Kondracki** was born and raised in Twin Falls, Idaho. Sebastian attended high school at Canyon Ridge, where he was the starter on the varsity football team, and held a 3.5 GPA. After high school, he joined the United States Marine Corps and excelled as a leader, obtaining the coveted guide spot in basic training. During his time with the USMC, Sebastian enjoyed earning his tab as a martial arts instructor and teaching young Marines hand-to-hand combat. Sebastian was meritoriously promoted twice and achieved the rank of Sergeant. Although he enjoyed his time with the military, Sebastian knew he wanted to come home and serve his community. Sebastian was hired by the Twin Falls Police Department on October 30, 2024, and is enjoying serving the wonderful community of Twin Falls.

**Eric Ryan** was hired by the Twin Falls Police Department on July 28, 2025, and graduated from the CSI Law Enforcement Training Academy on December 10, 2025. Eric grew up in San Diego, California, where he began his law enforcement career working for almost four years. He then expanded his skills and knowledge in community service and began working for the fire department as an EMT. Realizing how much he missed this job, and how much he liked Idaho, Eric packed up and moved to Twin Falls to become a police officer again. Eric has a degree in administration of justice and another in wildfire science, along with experience in both. His passion is public service, and he is extremely excited to apply his knowledge and skill base to serve the people of the City of Twin Falls. In his free time, Eric enjoys fishing, exploring, camping, hiking, and hunting. Eric has three older brothers who live all over the country, and his mom and dad reside in San Diego.

**Austin Titus** was born in Sacramento, CA. He lived in Brownwood, TX for eight years, and moved to Pocatello, ID in 2016. Austin has stayed in Idaho since, enjoying the hunting, fishing, and hiking that the state has to offer. Since moving to Twin Falls, he has realized how close the community is, and holds a lot of respect for that. Austin has three brothers; is married, and has one child. He is looking forward to continuing his hobbies and starting his family here in Idaho. Austin completed the CSI Law Enforcement program in spring of 2025.

Erin Ash:

**Dzevad Mandzic** was hired with the Twin Falls Police Department on June 13, 2016. Born and raised in Bosnia, Dzevad immigrated to the United States in July 2001 as a refugee. His journey deeply shaped his perspective, instilling resilience, empathy, and a dedication to serving others. After arriving in the U.S., Dzevad pursued his interest in law enforcement by attending the College of Southern Idaho's law enforcement program, graduating in 2008. Prior to joining TFPD, he worked as a FedEx delivery driver, building strong connections within the community he now serves. He is married to his high school sweetheart, Ermina, and together they have two children. His family remains a central part of his life and motivation. Within the Twin Falls Police Department, Dzevad serves as a Field Training Officer, mentoring and preparing recruits as they begin their law enforcement careers. He is also bilingual, enabling him to communicate effectively with and support Twin Falls' diverse population. Having once arrived in this country seeking opportunity and safety, Dzevad brings a unique and compassionate perspective to his role. His life experiences continue to guide his approach to policing, with a focus on service, understanding, and building connections within the community.

**Approval Process:**

N/A

**Budget Impact:**

This will not impact the City budget.

**Regulatory Impact:**

N/A

**History:**

N/A

**Analysis:**

N/A

**Conclusion:**

Chief Matthew Hicks would like to present POST Basic Certificates to Officers Malakai Brune, Luke Hening, Sebastian Kondracki, Eric Ryan, and Austin Titus, and the POST Advanced Certificate to ECO Erin Ash and Officer Dzevad Mandzic before Honorable Mayor Brown and members of the City Council on Monday, May 18, 2026.

**Attachments:**

None



**Date:** Monday, May 18, 2026  
**To:** Honorable Mayor and City Council  
**From:** Gretchen Scott, Deputy City Manager

## **PRESENTATION**

### **Request:**

Recognition of Emergency Vehicle Technician Certification Achievement by Jared Grimm

### **Time Estimate:**

10 minutes

### **Background:**

The Emergency Vehicle Technician Certification Commission (EVTCC) is a nationally recognized nonprofit organization dedicated to improving the quality, safety, reliability, and maintenance standards of emergency response vehicles throughout the United States and Canada. The EVT certification program was originally developed in partnership with the International Association of Fire Chiefs (IAFC) to elevate the professional standards of emergency vehicle maintenance personnel and promote operational readiness and public safety.

According to EVTCC program materials, there are approximately 7,000 EVT Certified Technicians nationwide across all certification disciplines and specialty tracks. Considering the thousands of public safety agencies and emergency response fleets operating throughout North America, EVT certification represents a highly specialized professional credential held by a relatively limited number of technicians with advanced expertise in emergency apparatus systems, maintenance standards, inspection requirements, and operational readiness.

Senior Technician Jared Grimm has successfully completed EVT Level I Fire Apparatus certification requirements, including specialized certification in Maintenance, Inspection, Testing, Design, and Performance Standards. These certifications demonstrate advanced technical knowledge and competency in the inspection, servicing, maintenance, and operational readiness of critical emergency response vehicles and systems.

The EVT certification process is based upon nationally recognized standards, including National Fire Protection Association (NFPA) standards governing the design, maintenance, testing, refurbishment, and retirement of emergency apparatus. EVT-certified technicians are trained to ensure that emergency vehicles remain safe, compliant, reliable, and mission-ready under emergency operating conditions.

### **Significance of Certification**

Emergency response apparatus are highly specialized vehicles that contain complex mechanical, hydraulic, electrical, pumping, safety, and operational systems that differ significantly from standard commercial fleet vehicles. Proper maintenance and inspection of these vehicles are essential to ensuring firefighter safety, emergency response reliability, operational readiness, and public protection.

The EVT Level I Fire Apparatus certification signifies that Jared Grimm has demonstrated nationally recognized proficiency in:

- Inspection, maintenance, and testing of fire apparatus;
- Understanding design and performance standards for emergency vehicles;
- Application of NFPA safety and operational standards;
- Diagnosis and servicing of critical emergency vehicle systems; and
- Ensuring operational reliability and regulatory compliance of emergency apparatus.

This certification places Jared among a limited number of nationally credentialed emergency vehicle technicians responsible for maintaining the specialized apparatus that supports frontline emergency response operations throughout the United States and Canada.

The achievement reflects a substantial professional commitment to technical excellence, continuing education, public safety, and operational reliability. EVT certification also supports organizational risk management by helping ensure emergency vehicles are maintained according to nationally accepted standards and best practices.

### **Organizational Benefit**

This accomplishment strengthens the City's operational capabilities by enhancing in-house technical expertise and supporting the reliable performance of emergency response equipment relied upon daily by firefighters, emergency personnel, and the community.

Certified EVT personnel contribute to:

- Increased fleet reliability and reduced apparatus downtime;
- Improved firefighter and public safety;
- Compliance with national inspection and maintenance standards;
- Improved preventative maintenance practices;
- Reduced long-term repair costs and operational risk; and
- Greater organizational resilience and emergency preparedness.
- 

The achievement also reflects the City's commitment to operational excellence, workforce development, public safety readiness, and investment in highly skilled technical personnel supporting emergency services infrastructure.

### **Approval Process:**

N/A

### **Budget Impact:**

The total cost of the attendance and registration for this certificate was \$1,990. This amount was allocated in the current fiscal year budget.

### **Regulatory Impact:**

N/A

### **History:**

N/A

### **Analysis:**

N/A

**Conclusion:**

The City Council's recognition of Jared acknowledges and expresses appreciation for the significant effort, dedication, and professional commitment required to achieve Emergency Vehicle Technician Level I Fire Apparatus Certification and related specialty certifications. This accomplishment reflects years of advanced mechanical knowledge, technical ability, hands-on experience, and continued professional development, as well as successful completion of specialized training and rigorous testing that certify his expertise in emergency vehicle maintenance and safety standards.

Jared's achievement demonstrates a strong commitment to excellence in public service and contributes directly to the safety, reliability, and operational readiness of the City's emergency response fleet. The City greatly values the expertise and professionalism required to attain this level of certification and remains committed to supporting continued training, professional advancement, and certification opportunities for other technicians within the organization.

**Attachments:**

1. EVT Certifications
2. EVTCC-Program
3. Grimm, Jared

# Emergency Vehicle Technician

Certification Commission, Inc.



**Jared Grimm**

is certified in the areas listed below:

Maintenance, Inspection, & Testing of Fire Apparatus

Design & Performance Standards of Fire Apparatus

Expires:

03/27/2031

03/27/2031

Kevin Roberts, President

# Emergency Vehicle Technician

## Certification Commission, Inc.

*Recognizes*

### Jared Grimm

as meeting the requirements of the following levels of EVT Certification

**LEVEL I FIRE APPARATUS TECHNICIAN**



Kevin Roberts, President

This certification expires:

03/31/2031

The technician must maintain the individual ASE and EVT requirements for each level



Certification Commission Inc

# Program Booklet



---

**EVT Certification Commission, Inc.**

**P.O. Box 894, Dundee, IL 60118**

**847-426-4075 Fax: 847-426-4076**

**Web site: [www.evtcc.org](http://www.evtcc.org) E-Mail: [evtcert@evtcc.org](mailto:evtcert@evtcc.org)**

---

**Emergency Vehicle Technician  
Certification Commission, Inc.**

**Board of Directors**

*President*

Kevin Roberts

*Secretary/Treasurer*

Michael Thorn

*Assistant Secretary*

Christian Koop

*Directors*

Mike Brown

Alan Conkle

Terry Eckert

Walter Hazelton

Charles Miller

Stephen Wilde

Marge Washburn

*Program Manager*

Sherry Wilde

*Assistant Manager*

Shannon LaForce

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## ***WHY A CERTIFICATION PROGRAM?***

The emergency service has always ensured that response and rescue personnel are trained and certified to appropriate levels based on “accepted standards,” such as the NFPA standards for firefighters and fire officers. A great deal of emphasis is placed on maintaining the condition of the apparatus and equipment used by these personnel, but what about the people who maintain and repair the vehicles and equipment? What level of training have they received to keep a sophisticated piece of machinery in proper operating order? Unfortunately, many emergency vehicle technicians are often neglected in emergency response agencies, and in many cases they are part of the cadre of technicians who work on many different types of vehicles other than emergency vehicles. The emergency vehicle technicians’ need for training, education, and recognition are the same as it is for emergency response and rescue personnel. However, these needs are often unfulfilled. The EVT Certification Commission, Inc. was created to help meet those needs.

## ***WHAT IS THE EVT CERTIFICATION COMMISSION?***

The Emergency Vehicle Technician Certification Commission, Inc. (EVT) is a non-profit corporation dedicated to improving the quality of emergency vehicle service and repair throughout the United States and Canada. EVT is governed by a Board of Directors that represents emergency response agencies, emergency vehicle maintenance service associations, and the educational community. Currently, there are over 7,000 EVT Certified Technicians.

EVT began as The Fire Apparatus Mechanics Certification Program, sponsored by the International Association of Fire Chiefs (IAFC). In 1988, the IAFC introduced this certification program in an effort to elevate the standards of emergency vehicle maintenance and the personnel who perform the work. In addition, the IAFC sought to provide technicians recognition for the education, training, and experience they have in the field of service and repair of emergency vehicles. While the IAFC no longer directly oversees the EVT Certification Program, the IAFC continues to support the continued development and operation of the EVT Certification Program.

The primary function of EVT is to test and certify emergency vehicle technicians. EVT also encourages the development of effective training programs which address the training and educational needs of the emergency vehicle technician.

## ***WHAT BENEFITS ARE THERE TO BEING CERTIFIED?***

The benefits of being certified are personal and professional. Being certified as an Emergency Vehicle Technician shows departments, governing boards and apparatus service center customers that the technician has proven himself knowledgeable in diagnosing and repairing emergency vehicle mechanical problems.

- ◆ Being certified can potentially mean better pay, increased job opportunity and improved status with the technician’s employer.
- ◆ Certification can increase respect, recognition and credibility in the industry and profession.
- ◆ Technicians will have a nationally recognized certification that may allow both lateral as well as upward movement in the fire apparatus and/or ambulance maintenance field.
- ◆ The servicing of emergency fire apparatus and ambulances by certified technicians will provide more reliable equipment, thus enhancing the safety of the public and emergency personnel.
- ◆ An emergency response agency or vehicle service center employing certified EVT personnel will benefit by having knowledgeable technicians who are trained to work on emergency vehicles. This will influence the organization’s reputation and customer assurance that quality work will be performed.

## ***WHO IS ELIGIBLE?***

Anyone may register to take the examination. There are no prerequisites to register. The examinations have been constructed to identify those who possess the knowledge and skills needed to perform their job. The EVT Certification Program is structured for individuals to utilize independent study.

## ***WHEN & WHERE ARE THE EVT EXAMS ADMINISTERED?***

EVT exams are offered twice a year at sites across the country. In addition, many mechanics’ seminars, workshops and schools which offer training in various fields of maintenance have made testing sites available during their activities. The dates, times and locations of these testing sites can be found on the test site list or by calling the EVT office at 847-426-4075 or on the **web site at [evtcc.org](http://evtcc.org) in the “Test Dates and Sites” section.**

## ***WHAT ARE THE EVT EXAMS LIKE?***

Each regular exam has 85 to 110 multiple-choice questions and each re-certification exam has 25 -35 multiple-choice questions. The questions are written by a panel of technical experts from the emergency apparatus and ambulance industry, certified emergency vehicle technicians, component systems experts and vocational educators.

Reference material lists and study objectives, on which the examinations are based, are found later in this pamphlet. These objectives should be used as a basis for preparing to take the EVT examinations. Each individual is encouraged to obtain the reference materials listed and review the objectives to insure that he or she is ready to take an EVT exam.

## ***HOW TO REGISTER FOR EVT EXAMINATIONS***

You can register online at our web site, [www.evtcc.org](http://www.evtcc.org) or complete the **EVT Examination Registration Form on page 9 of this booklet**, include payment and mail or fax to the EVT Certification Commission. The registration must be received at the EVT office at least **21 days prior to the scheduled exam date**. There will be **No "Walk-In" registration**. Confirmation of exam registration will be mailed to the technician within a week after it is received by the EVT office.

**Number of tests allowed.** Four hours are allotted for each testing date. A time limit of two hours is allowed for each regular exam and 40 minutes are allowed for each re-certification exam. Any combination of regular and/or re-certification exams cannot exceed four hours. For instance, two regular exams = four hours, or six re-certification exams = four hours, or a combination of one regular exam and three re-certification exams = four hours.

## ***IS THERE A RE-CERTIFICATION REQUIREMENT?***

**YES!** Vehicle technology and service techniques are changing rapidly. Technicians must keep up-to-date with modern repair practices and standards. This program provides an incentive for emergency vehicle technicians to keep their knowledge and skills current and assures credible proof of one's ability. Re-certification is an integral part of the Emergency Vehicle Technician Certification Program. The EVT Certification Commission will require the applicant to pass the current EVT re-certification examination every five (5) years.

## ***WHO WILL KNOW THE RESULTS OF THE EXAM?***

A letter will be sent to the technician with exam results. If an exam is not passed, a report identifying areas of knowledge will be sent. EVT reserves the right to affirm or dis-affirm to its constituents and the public whether the technician does or does not hold EVT certification and in what specialty. EVT will not release test scores to any other party in a manner that the scores can be identified with a specific technician, unless a written request is received from that technician

Registration for an EVT exam signifies to the EVT Commission and others that the participant has an interest in elevating his knowledge of maintenance and repair of emergency response vehicles. One aspect of EVT's mission is to encourage and assist in the development of maintenance training programs. Accordingly, EVT will use these records to communicate with the technician, or to facilitate communications by others about education, training, state associations, and award programs judged to be of potential benefit to the technician.

## ***TIPS FOR PREPARING FOR AN EVT EXAM***

**Register Early** Allow time to obtain reference material, some of the reference material may take several weeks to obtain.

**Study** This is a learning experience. The purpose of this program is to elevate and improve the standards of emergency response vehicle technicians. We recommend you briefly preview the outline of the learning objectives to become familiar with the topics covered. Then, read each objective carefully. Highlight or underline objectives not known or not understood. Look up the items you have highlighted in recommended reference material and refer to other shop manuals to refresh knowledge of proper techniques. Some of the objectives may be hands on/accepted practice type items.

## ***How to answer questions***

Read each question completely, do not skim or jump to conclusions. Read through **all** the answers, **then** choose the answer that is most correct. Do not leave any question unanswered. A **blank** answer is counted as a **wrong** answer.

## **HOW DOES THE EVT CERTIFICATION PROGRAM WORK?**

There are two options for technicians to become certified.

### **Option 1:**

Technicians may choose to take only EVT exams and become certified in the individual test areas. The technician will receive an EVT Test Certificate stating the area(s) in which he/she is certified. When a technician passes his first exam he will receive an "EVT Certified" patch.

### **Option 2:**

Technicians may choose to obtain the highest EVT Certification by taking a combination of the EVT exams and the ASE (National Institute for Automotive Service Excellence) exams, or the equivalent Canadian Provincial License. Level Certification will be granted to the technician who successfully completes these requirements. Technicians have the option of obtaining **Level I, II, or Master EVT Technician** in the Fire Apparatus, Ambulance Track, and ARFF Vehicle Track.

### **HOW TO BECOME A LEVEL I, II, OR MASTER EVT CERTIFIED TECHNICIAN**

Once all of the required EVT and ASE exams for Level I, II, or Master have been taken, the technician will need to complete the "EVT Certification Level Application Form" and mail with copies of the required ASE or equivalent Canadian Provincial License to the EVT Certification office. ASE or EVT exams may be taken in any order; however, **the technician must apply for each level in sequence**. For example, Level I requirements would have to be completed before or concurrent with applying for Level II, or Master.

**THE ASE PROGRAM** - ASE's primary function is to test and certify automobile technicians and truck technicians. The ASE program consists of a series of written tests given biannually. These tests measure diagnostic and repair knowledge in various technical areas. When a technician passes one or more tests, and has completed two years of related work experience, he/she receives documentation for those areas of certification. ASE offers certification tests in the Spring and Fall each year. Tests are given at locations across the country. For further information regarding the ASE tests, contact: National Institute for Automotive Service Excellence, 1-877-273-8324

**Canadian Equivalency** - Canada has specific requirements for mechanics. Canadian applicants may substitute copies of a equivalent Provincial License in place of ASE certification to meet the requirements for level certification.

## **EVT CERTIFICATION TRACKS**

There are six EVT Certification Tracks

- Fire Apparatus Technician Track
- Ambulance Technician Track
- ARFF Vehicle Technician Track
- Law Enforcement Vehicle Technician Track
- Management Track
- Driver Operator Inspection

A description of these tracks can be found on the following pages.

## **FIRE APPARATUS TECHNICIAN CERTIFICATION TRACK**

This track is for those technicians who service and maintain fire department pumpers, squads, aerial devices, tankers, wild land apparatus, etc. The exams cover design and performance standards, specialized systems and equipment, and accepted practices used in the service and maintenance of fire apparatus. Reference material lists to prepare for the EVT exams and an outline of the areas to study, "Learning Objectives", are available online at [www.evtcc.org](http://www.evtcc.org) and are mailed at time of registration.

### **Driver Operator Inspection Exams**

**DO1 Driver Operator 1 Inspection**

**DO2 Driver Operator 2 Inspection-** not available at this time

### **Fire Apparatus Technician Exams**

Learning Objectives and Reference Materials list for each exam can be downloaded at [www.evtcc.org](http://www.evtcc.org), then click on "exams and preparation", then scroll down list to the exam(s) you are interested in and print out the page.

**F-1 Inspection, Maintenance, & Testing of Fire Apparatus**

**F-2 Design & Performance Standards of Fire Apparatus**

**F-3 Fire Pumps and Accessories**

**F-4 Fire Apparatus Electrical Systems**

**F-5 Aerial Fire Apparatus**

**F-6 Allison Automatic Transmissions**

**\*FA-4 Advanced Electrical Systems** - Pre-requisite requirement of F-4 or E-2

**\*F-7 Foam Systems**

**\*F-8 Hydraulic Systems**

**\*GL Ground Ladder Testing**

\*Please note that FA-4, F-7, F-8, GL are not required for EVT Level Certification as described below

### **Fire Apparatus Technician Level Certification Requirements Chart**

#### **Level I**

**ASE Exams:**

T-4 Heavy-Duty Truck, Brakes  
T-5 Heavy-Duty Truck, Suspension and Steering

**EVT Exams:**

F-1 Inspection, Maintenance & Testing of Fire Apparatus  
F-2 Design & Performance of Fire Apparatus

#### **Level II**

**ASE Exams:**

T-2 Heavy-Duty Truck, Diesel Engines  
T-3 Heavy-Duty Truck, Drive Train  
T-6 Heavy-Duty Truck, Electrical Systems

**EVT Exams:**

F-3 Fire Pumps and Accessories  
F-4 Electrical Systems

#### **Master Level III**

**ASE Exams:**

T-1 Heavy-Duty Truck, Gasoline Engines  
T-7, Heating and Air-Conditioning

**EVT Exams:**

F-5 Aerial Fire Apparatus  
F-6 Allison Automatic Transmissions

## **AMBULANCE TECHNICIAN CERTIFICATION TRACK**

This track recognizes that some technicians work only on ambulances. The exams cover the design and performance standards, the specialized systems and equipment, and the accepted practices used in the service and maintenance of ambulances. Reference material lists to prepare for the EVT exams and an outline of the areas to study, "Learning Objectives", are available online at [www.evtcc.org](http://www.evtcc.org) and are mailed at time of registration.

### **Ambulance Technician Exams**

Learning Objectives and Reference Materials list for each exam can be downloaded at [www.evtcc.org](http://www.evtcc.org), then click on "exams and preparation", then scroll down list to the exam(s) you are interested in and print out the page.

**E-0 Inspection, Maintenance, & Testing of Ambulances**

**E-1 Design & Performance Standards**

**E-2 Ambulance Electrical Systems**

**E-3 Ambulance Heating, Air-Conditioning, and Ventilation Systems**

**E-4 Ambulance Cab, Chassis, and Powertrain**

### **Ambulance Technician Level Requirements Chart**

#### **Level I**

**ASE Exams:**

A-4 Automobile, Suspension and Steering  
A-5 Automobile, Brakes

**EVT Exams:**

E-0 Inspection, Maintenance, & Testing of Ambulances  
E-1 Design and Performance of Ambulances

#### **Level II**

**ASE Exams:**

A-9 Automobile, Diesel Engines  
T-3, Heavy-Duty Drive Train  
T-4 Heavy-Duty Truck, Brakes

**EVT Exams:**

E-2 Ambulance Electrical Systems  
E-3 Ambulance Heating, Air-Conditioning, & Ventilation

#### **Master Level III**

**ASE Exams:**

T-1 Heavy-Duty Truck, Gasoline Engine  
T-2 Heavy-Duty Truck, Diesel Engines  
T-5 Heavy-Duty Truck, Suspension and Steering

**EVT Exams:**

E-4 Ambulance Cab, Chassis and Powertrain

## **AIRPORT RESCUE AND FIRE-FIGHTING TECHNICIAN LEVEL CERTIFICATION TRACK**

This track program recognizes technicians who work on airport rescue and fire-fighting vehicles. The exams cover the design and performance standard and preventive maintenance, chassis and vehicle performance, and the extinguishment systems of ARFF vehicles. Reference material lists to prepare for the EVT exams are shown in the description of each exam. An outline of the areas to study, "Learning Objectives", are available online at [www.evtcc.org](http://www.evtcc.org) and are mailed at time of registration.

### **ARFF Technician Exams**

Learning Objectives and Reference Materials list for each exam can be downloaded at [www.evtcc.org](http://www.evtcc.org), then click on "exams and preparation", then scroll down list to the exam(s) you are interested in and print out the page.

#### **A-1 Design & Performance Standards & Preventive Maintenance of Aircraft Rescue & Fire-Fighting Vehicles**

#### **A-2 Chassis and Vehicle Components of Aircraft Rescue and Fire-Fighting Vehicles**

#### **A-3 Extinguishment Systems of Aircraft Rescue and Fire-Fighting Vehicles**

### **AIRPORT RESCUE AND FIRE-FIGHTING TECHNICIAN LEVEL REQUIREMENTS**

#### **Level I**

##### **ASE Exams:**

T-2 Heavy-Duty Truck, Diesel Engine  
T-4 Heavy-Duty Truck, Brakes  
T-6 Heavy-Duty Truck, Electrical/Electronic Systems

##### **EVT Exams:**

A-1 Design and Performance of ARFF Vehicles  
F-1 Inspection, Maintenance, & Testing of Fire Apparatus

#### **Level II**

##### **ASE Exams:**

T-3 Heavy-Duty Truck, Drive Train  
T-7 Heavy-Duty Truck, HVAC  
T-5 Heavy-Duty Truck, Suspension/Steering

##### **EVT Exams:**

A-2 Chassis & Vehicle Components of ARFF Vehicles  
F-4 Fire Apparatus Electrical Systems

#### **Master Level III**

##### **ASE Exams:**

L-2 Electronic Diesel Engine Diagnosis Specialist

##### **EVT Exams:**

A-3 Water/Foam and Ancillary Extinguishment Systems

## **LAW ENFORCEMENT VEHICLE TECHNICIAN LEVEL CERTIFICATION TRACK**

The Law Enforcement Vehicle Technician track program recognizes that some technicians work only on law enforcement vehicles. The exam covers the design and performance standards, installation of the specialized systems and equipment, and the accepted practices used in the service and maintenance of Law Enforcement Vehicles. A reference material list to prepare for the EVT exam is shown in the description of the exam. An outline of the areas to study, "Learning Objectives", are available online at [www.evtcc.org](http://www.evtcc.org) and are mailed at time of registration.

### **Law Enforcement Vehicle Technician Exam**

#### **L-1 Law Enforcement Vehicle Installation Technician**

Learning Objectives and Reference Materials list for each exam can be downloaded at [www.evtcc.org](http://www.evtcc.org), then click on "exams and preparation", then scroll down list to the exam(s) you are interested in and print out the page.

## **MANAGEMENT CERTIFICATION TRACK**

A reference material list to prepare for the EVT exam is shown in the description of the exam. An outline of the areas to study, "Learning Objectives", are available online at [www.evtcc.org](http://www.evtcc.org) and are mailed at time of registration.

### **Management Exams**

Learning Objectives and Reference Materials list for each exam can be downloaded at [www.evtcc.org](http://www.evtcc.org), then click on "exams and preparation", then scroll down list to the exam(s) you are interested in and print out the page.

**M-1 Level 1 Supervisor Exam**

**M-2 Level 2 Supervisor Exam**

EVT Certification Commission, Inc. encourages organizations that promote **training** for the emergency vehicle technician. Listed below are organizations that are of interest to the emergency response vehicle technician. Many of the seminars and shows provide the opportunity to sit for EVT Certification exams. Check the test site list for dates and times or visit the EVT web site at [www.evtcc.org](http://www.evtcc.org)

Hale Pumps Ocala, FL and Conshohocken, PA  
EVT exam is offered following the training, pre-registration required [www.haleproducts.com](http://www.haleproducts.com)

Waterous South St. Paul, MN  
EVT exam is offered for those attending the training. Pre-registration required. Visit [www.waterousco.com](http://www.waterousco.com)

Fox Valley Technical College  
Preparation classes for EVT Certification exams:  
The EVT exam will be offered following the training. Pre-registration for the test required. [www.fvtc.edu](http://www.fvtc.edu)

**Emergency Vehicle Technical Support, Inc.** Ocala, FL  
is now offering ZOOM classes and classroom training EVTCC prep classes for F1-F6, E0-E4, and L1, for class types and dates, contact Kenny Stevens at 352-595-3350 or go to <http://www.evtraining.net/>

The Heartland Emergency Apparatus Technicians (HEAT) Association.  
[www.heatevt.com](http://www.heatevt.com) or email Boyd at [bpowers@sedgwick.gov](mailto:bpowers@sedgwick.gov)

Fire Department Instructor's Conference  
[www.fdic.com](http://www.fdic.com)

Fire Department Safety Officer's Association Apparatus Maintenance Symposium (FDSOA)  
[www.fdsoa.org](http://www.fdsoa.org)

Florida Fire Chiefs - Florida Association of Emergency Vehicle Technician's  
386-676-2744 [www.ffca.org](http://www.ffca.org)

ASE [www.ase.com](http://www.ase.com)  
Arizona Fire Mechanics . . . . . [www.azfiremechanics.com](http://www.azfiremechanics.com)  
IAFC Emergency Vehicle Mgmt Section . . . . . [www.iafc.com](http://www.iafc.com)  
ASE Certification. . . . . [www.ase.com](http://www.ase.com)  
California Fire Mechanics . . . . . [www.cafiremech.com](http://www.cafiremech.com)  
Northern Cal Fire Mechanics . . . . . [www.ncfma.org](http://www.ncfma.org)  
Colorado Fire Mechanics . . . . . [www.coevta.org](http://www.coevta.org)  
Darley Pump . . . . . [www.darley.com](http://www.darley.com)  
EVT Certification Commission. . . . . [www.evtcc.org](http://www.evtcc.org)  
Emergency One. . . . . [www.e-one.com](http://www.e-one.com)  
Emergency Vehicle Tech Support. . . . . [www.evtraining.net](http://www.evtraining.net)  
Firehouse Expo . . . . . [www.firehouseexpo.com](http://www.firehouseexpo.com)  
FireRescue . . . . . [www.iafc.org/fri](http://www.iafc.org/fri)  
Florida Association of EVT's . . . . . [www.faevt.org](http://www.faevt.org)  
Hale Products . . . . . [www.haleproducts.com](http://www.haleproducts.com)  
Heartland EVT's. . . . . [www.heatevt.com](http://www.heatevt.com)  
Illinois Fire Mechanics . . . . . [www.ifama.net](http://www.ifama.net)  
Long Island EVT's . . . . . [www.lievt.org](http://www.lievt.org)  
New England FAMA . . . . . [www.nefama.org](http://www.nefama.org)  
Ohio Association of EVT's . . . . . [www.oaevt.org](http://www.oaevt.org)  
Oklahoma Association . . . . . [www.okevt.org](http://www.okevt.org)  
Oregon Association of EVT's . . . . . [www.ofaema.org](http://www.ofaema.org)  
Spartan Chassis . . . . . <http://spartaner.com>  
Texas Assocue of EVT's . . . . . [www.taevt.org](http://www.taevt.org)  
Wisconsin Association of EVT's . . . . . [www.waevt.org](http://www.waevt.org)  
Washington State Association . . . . . [www.washingtonfirechiefs.com](http://www.washingtonfirechiefs.com)  
Waterous Company . . . . . [www.waterousco.com](http://www.waterousco.com)

Please note that while we encourage you to explore this resource, but are not connected to them, .

For test dates and sites visit the EVTCC web site at [www.evtcc.org](http://www.evtcc.org)





**Date:** Monday, May 18, 2026  
**To:** Honorable Mayor and City Council  
**From:** Ryan Howe, Sergeant, Troy Vitek, City Engineer

## **ACTION ITEM**

### **Request:**

Requesting the consideration to approve adding delineators to Washington Street North between Addison and Shoup.

### **Time Estimate:**

Approximately 10 minutes for staff presentation. May allow additional time if the council wishes to receive public input.

### **Background:**

City staff, including the Police and Engineering Department, were asked by the council to gather information regarding reducing collisions and increasing safety in the 100 block of Washington Street North. After reviewing the crash data and the current national recommended traffic control practices, we believe the best solution to reduce crashes is to add delineators.

### **Approval Process:**

Consent of Honorable Mayor Brown and members of the City Council to approve adding delineators to Washington Street North between Addison and Shoup.

### **Budget Impact:**

The total cost of materials is \$11,565.00, which will be pulled from the Streets Department maintenance budget. There are sufficient funds in this year's budget to cover the cost with no additional request of the City Council.

### **Regulatory Impact:**

N/A

### **History:**

N/A

### **Analysis:**

N/A

### **Conclusion:**

Staff recommends that the City Council authorize Engineering to proceed with the installation on Washington Street North as presented.

### **Attachments:**

None



**Date:** Monday, May 18, 2026  
**To:** Honorable Mayor and City Council  
**From:**

## **ACTION ITEM**

### **Request:**

Request to authorize the City Engineer to award the 2026 Mill and Inlay project to Knife River Corporation, in the amount of \$461,766.00 and authorize use of the remaining \$175,000 of the budgeted line item for additional work.

### **Time Estimate:**

5 minutes including time for questions

### **Background:**

The 2026 Mill and Inlay Project will rehabilitate high-use roadways in Twin Falls. The project includes portions of Elm St. N (Addison to Filer), and Mountainview Dr. (Bitterroot Rd to Candleridge).

This project will lower water valves and manholes in the street to prepare to mill and remove the top 3" of pavement. After milling is complete, a new layer of pavement will be placed and new valves and manholes will be raised to match the new surface. The purpose of this project is to rehabilitate roads which are in need of repair but do not need full reconstruction. This adds longevity to the roads and reduces maintenance. The project was formally bid, and bids were opened on May 12th, 2026. Four bids were received from contractors. The low bid from Knife River Corporation was within the Street Maintenance Budget and well below the City estimate of \$556,000.

The contingency requested is nearly 38%, which is much more than would typically be requested for a project. Recently, bids have been unpredictable and following this trend, this bid was nearly \$100,000 below the City's estimated cost of \$556,000. The street and engineering department would like to request authorization to spend the savings to continue to catch up on road maintenance, expanding the size of this project. The Engineering Department in conjunction with the Street Department has identified several additional roads in need of mill and inlay, based on a 2024 Pavement Management Report, which are candidates for this year's project. Our unexpected \$95,000 of savings and our usual contingency of \$80,000 (14% of the estimate), combine to make our \$175,000 request.

### **Approval Process:**

A majority vote of the Council authorizing the City Engineer to Sign the Contract

### **Budget Impact:**

The funding for this project comes from the Street Department miscellaneous reconstruction fund that was budgeted in this years budget.

### **Regulatory Impact:**

N/A

### **History:**

N/A

**Analysis:**

N/A

**Conclusion:**

Staff recommends that City Council award the 2026 Mill & Inlay project to Knife River in the amount of \$461,766 and utilize an additional \$175,000 to expand the work to address other needed roadways.

**Attachments:**

1. Bid Tab

CoTF 2026 MILL AND INLAY

May 12th, 2026 2:00pm

| SPEC. PAY REF.                                     | BID ITEM DESCRIPTION                                                    | UNIT | ESTD QNTY | CITY ESTIMATE OF COST |              | IDAHO MATERIALS AND CONSTRUCTION |              | KLOEPFER        |              | SUMMIT          |              | KNIFE RIVER     |              |
|----------------------------------------------------|-------------------------------------------------------------------------|------|-----------|-----------------------|--------------|----------------------------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|
|                                                    |                                                                         |      |           | Bid Unit Prices       | Bid Amount   | Bid Unit Prices                  | Bid Amount   | Bid Unit Prices | Bid Amount   | Bid Unit Prices | Bid Amount   | Bid Unit Prices | Bid Amount   |
| <b>DIVISION 200 - EARTHWORK</b>                    |                                                                         |      |           |                       |              |                                  |              |                 |              |                 |              |                 |              |
| 202.4.1.C.1                                        | Excavation (Milling 3")                                                 | SY   | 13,727    | \$ 4.00               | \$54,908.00  | \$3.50                           | \$48,044.50  | \$4.20          | \$57,653.40  | \$4.37          | \$59,986.99  | \$2.10          | \$28,826.70  |
| <b>DIVISION 300 - TRENCHING</b>                    |                                                                         |      |           |                       |              |                                  |              |                 |              |                 |              |                 |              |
| 307.4.1.K.5                                        | Soft Spot Repair Crushed Aggregate Base Material (0 to 10 cu. yds)      | CY   | 10        | \$ 200.00             | \$2,000.00   | \$262.00                         | \$2,620.00   | \$350.00        | \$3,500.00   | \$85.00         | \$850.00     | \$128.00        | \$1,280.00   |
| 307.4.1.K.7                                        | Soft Spot Repair Crushed Aggregate Base Material (11 cu. yds and above) | CY   | 40        | \$ 150.00             | \$6,000.00   | \$195.00                         | \$7,800.00   | \$125.00        | \$5,000.00   | \$105.00        | \$4,200.00   | \$120.00        | \$4,800.00   |
| <b>DIVISION 400 - WATER</b>                        |                                                                         |      |           |                       |              |                                  |              |                 |              |                 |              |                 |              |
| 402.4.1.B.1                                        | Valve Box Assembly                                                      | EA   | 16        | \$ 2,200.00           | \$35,200.00  | \$ 1,850.00                      | \$29,600.00  | \$1,800.00      | \$28,800.00  | \$ 1,690.50     | \$27,048.00  | \$ 1,675.00     | \$26,800.00  |
| <b>DIVISION 500 - SEWER</b>                        |                                                                         |      |           |                       |              |                                  |              |                 |              |                 |              |                 |              |
| 502.4.1.G.1                                        | Manhole Assembly                                                        | EA   | 10        | \$ 3,000.00           | \$30,000.00  | \$1,950.00                       | \$19,500.00  | \$1,790.00      | \$17,900.00  | \$1,596.00      | \$15,960.00  | \$1,775.00      | \$17,750.00  |
| <b>DIVISION 800 - AGGREGATES AND ASPHALT</b>       |                                                                         |      |           |                       |              |                                  |              |                 |              |                 |              |                 |              |
| 810.4.1.A.1                                        | 1/2" Plant Mix Pavement - Superpave SP-3 PG 64-28                       | TON  | 2,223     | \$ 150.00             | \$333,450.00 | \$148.00                         | \$329,004.00 | \$156.00        | \$346,788.00 | \$155.93        | \$346,632.39 | \$146.00        | \$324,558.00 |
| 810.4.1.A.1                                        | Soft Spot Repair 1/2" Plant Mix Pavement - Superpave SP-3 PG 64-28      | TON  | 10        | \$ 200.00             | \$2,000.00   | \$235.00                         | \$2,350.00   | \$260.00        | \$2,600.00   | \$225.75        | \$2,257.50   | \$198.00        | \$1,980.00   |
| <b>DIVISION 1100 - TRAFFIC</b>                     |                                                                         |      |           |                       |              |                                  |              |                 |              |                 |              |                 |              |
| 1103.4.1.A.1                                       | Construction Traffic Control                                            | LS   | 1         | 5% of Subtotal        | \$23,177.90  | \$7,000.00                       | \$7,000.00   | \$12,000.00     | \$12,000.00  | \$7,837.63      | \$7,837.63   | \$7,200.00      | \$7,200.00   |
| <b>DIVISION 2000 - MISCELLANEOUS</b>               |                                                                         |      |           |                       |              |                                  |              |                 |              |                 |              |                 |              |
| 2010.4.1.A.1                                       | Mobilization                                                            | LS   | 1         | 15% of Subtotal       | \$69,533.70  | \$42,960.00                      | \$42,960.00  | \$38,073.60     | \$38,073.60  | \$40,000.00     | \$40,000.00  | \$48,571.30     | \$48,571.30  |
| Subtotal of Prices before Traffic Control and Mob. |                                                                         |      |           |                       | \$463,558.00 | \$438,918.50                     | \$438,918.50 | \$462,241.40    | \$462,241.40 | \$456,934.88    | \$456,934.88 | \$405,994.70    | \$405,994.70 |

TOTAL OF ALL ESTIMATED PRICES

**\$556,269.60**

**\$488,878.50**

**\$512,315.00**

**\$504,772.51**

**\$461,766.00**



**Date:** Monday, May 18, 2026  
**To:** Honorable Mayor and City Council  
**From:** Wendy Davis, Parks and Recreation Director, Parks and Recreation Director

## **ACTION ITEM**

### **Request:**

Consider a request to use Sourcewell Pricing for the purchase and installation of lighting at Harmon Park and accept a quote for \$320,000 from Musco Sports Lighting.

### **Time Estimate:**

Allow approximately 5 minutes for staff presentation, questions and council action.

### **Background:**

In 2019, the City Council adopted Resolution No. 2019-014. (see attached) This resolution authorizes the City to use cooperative purchasing agreements and join cooperative purchasing programs to acquire needed capital infrastructure. This purchase exceeds the informal bid limits, requiring council approval the use of a cooperative purchase agreement in lieu of a formal bid process and to accept the quote.

The FY 2026 budget includes \$385,000 of council directed capital to be used for the lighting phase of the Harmon Park Skatepark upgrade project. Park staff worked with Musco Sports Lighting to obtain a quote using Sourcewell pricing for the purchase and installation of the lighting for a total of \$320,000. This quote falls within the budgeted funds.

City's legal department reviewed the attached quote for materials and installation, as well as the use of cooperative purchasing in this case and approves. Musco Sports Lighting agrees to the terms of the attached Contractor Certification Addendum.

### **Approval Process:**

A simple majority will approve this request.

### **Budget Impact:**

Council allocated \$385,000 council directed capital for the skatepark lighting project at Harmon Park. These funds will be used to purchase and install the lighting.

### **Regulatory Impact:**

Approval will authorize the use of Sourcewell pricing for the purchase and installation of the lights and authorize the Director to initiate the project with a purchase agreement.

### **History:**

N/A

### **Analysis:**

N/A

### **Conclusion:**

Staff recommends the use of Sourcewell pricing to procure the lighting and council acceptance of the quote.

**Attachments:**

1. 2019 - Cooperative Purchasing
2. Musco Sports Lighting Quote for Harmon Park Skatepark Lighting
3. Harmon Park Expansion\_Contractor Certification Addendum\_240031\_Signed

**RESOLUTION NO. 2019-014**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO AUTHORIZING THE CITY OF TWIN FALLS TO PARTICIPATE IN COOPERATIVE PURCHASING AGREEMENTS AND PROGRAMS; AND AUTHORIZING CERTAIN CITY OFFICIALS TO ENTER INTO, JOIN, AND APPROVE EXPENDITURES PERTAINING TO COOPERATIVE PURCHASING AGREEMENTS AND PROGRAMS.

WHEREAS, Idaho Code §§ 67-2807 authorizes Idaho cities to participate in cooperative purchasing agreements with the state of Idaho, other Idaho political subdivisions, and other government entities; and,

WHEREAS, Idaho Code §§ 67-2807 authorizes Idaho cities to participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation process; and,

WHEREAS, participation in cooperative purchasing agreements or programs requires approval by the City Council; and,

WHEREAS, the State of Idaho determines the value, in terms of dollars, at which an informal bidding process will be followed; and,

WHEREAS, certain city officials are authorized to approve informal bids on behalf of the City of Twin Falls; and,

WHEREAS, the City Manager has requested authorization to allow these same city officials to enter into cooperative purchasing agreements and programs, and to approve expenditures not to exceed the maximum value, in terms of dollars, set by the State of Idaho for the informal bidding process.

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

Section 1: That those individuals who are authorized to approve informal bids on behalf of the City of Twin Falls are authorized to enter into cooperative purchasing agreements and join cooperative purchasing programs that offer goods or services as a result of competitive solicitation.

Section 2: That those individuals who are authorized to approve informal bids on behalf of the City of Twin Falls are authorized to approve expenditures as part of a cooperative purchasing agreement or cooperative purchasing program up to, but not to exceed, the maximum amount set by the State of Idaho for the informal bidding process.

PASSED BY THE CITY COUNCIL  
SIGNED BY THE MAYOR

December 9, 2019.  
December \_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

Date: April 8, 2026  
 Expiration date: May 8, 20226  
 To: Chance Munns- City of Twin Falls

Project: Harmon Park Expansion  
 Twin Falls, ID  
 Musco Project Number: 240031

Sourcewell  
 Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027  
 Category: Sports lighting with related supplies and services

All purchase orders should note the following:  
 Sourcewell Purchase – Contract Number: 041123-MSL  
 Sourcewell Member Number: 2478

**Quotation Price – Materials Delivered to Job Site and Turnkey Installation**

**Lighting**

**Skate Bowl – 71'x150' and Parking lot** .....  
**Total** ..... **\$ 320,000**

Bonding is not included.

Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

California: Public Works Contractor Number: 1000004278, Electrical Contractor (C-10 License) Number: 797757  
 Nevada: Electrical Contractor (C-2 License) Number: 0087136

**Light-Structure System™ with Total Light Control – TLC for LED™ technology**

**Guaranteed Lighting Performance**

- Guaranteed light levels of 20FC and uniformity of 3:1

**System Description**

- (12) Factory aimed and assembled luminaires
- (4) Galvanized steel poles
- (4) Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Corrosion protection

**Control Systems and Services**

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

**Operation and Warranty Services**

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 200 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- Warranty starts the date of shipment

**Musco Scope**

- Provide design and layout for lighting system
- Test and final aim equipment

**Installation Services Provided**

[See attached scope of work]

### ***Responsibilities of Buyer***

---

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system
- Provide labor and equipment for installation of electrical distribution system
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- The unloading and storage of the material on site is the responsibility of the buyer

### ***Payment Terms***

---

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC  
Attn: Musco Contracts  
Email: musco.contracts@musco.com

**All Purchase orders should note the following:**  
**Sourcewell Purchase – Contract Number: 041123-MSL**  
**Sourcewell Member Number: 2478**

### ***Delivery Timing***

---

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

### ***Notes***

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Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2018 IBC, 115 mi/h, Exposure C, Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Product assurance and warranty program is contingent upon site review and compatibility with Musco's lighting system.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Keaton DeKock  
Regional Sales Associate  
Musco Sports Lighting, LLC  
211 2nd Avenue West – PO Box 808  
Oskaloosa, IA 52577, USA  
Phone: (641) 670-2821  
E-mail: keaton.dekock@musco.com

# Scope of Work: Light-Structure System™ - Turnkey

## Harmon Park Expansion Twin Falls, ID Turnkey Scope of Work

### Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout (i.e. home plate, center of FB field).
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Pay all permitting fees and obtain the required electrical permitting.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters.
9. Provide sealed Electrical Plans (if required).

### Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Contract Management as required.
4. Provide stamped foundation designs based on soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

### Subcontractor Responsibilities

#### General:

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to offload equipment at jobsite per scheduled delivery.
5. Provide storage containers for material (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.



## Scope of Work: Light-Structure System™ - Turnkey

10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.
11. Complete and submit Musco provided closeout checklist including required pictures.

### Demolition:

1. Remove and dispose of the existing lighting poles, fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Demolish existing foundations to 2 ft (0.6 m) below grade.
3. Leave existing power feed in place for connection to new pole locations.

### Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install (4) LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils and dispose of off site.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect (4) dressed LSS Poles and aim utilizing the pole alignment beam.

### Electrical:

1. Provide labor, materials, and equipment to install new electrical service panels as required.
2. Provide labor, materials, and equipment to reuse existing electrical wiring as permitted.
3. Complete electrical installation per Musco Control System Summary and Musco Best Practices: Supply Wiring Installation document. If there are any discrepancies between Musco documents and electrical plans (if present), notify your Musco contact.
4. Complete required insulation resistance tests on all current-carrying conductors per ANSI/NETA ATS-2021. Use the instructions and forms provided by Musco to provide test results to your Musco contact. Note conduits must be full of water prior to testing. Any new conductors with resistance values less than (<) 100 MOhms - phase to ground - must be repaired or replaced to meet the standard. Any existing conductors with resistance values less than (<) 100 MOhms - phase to ground - must be reported to your Project Manager or Sales Coordinator.
5. Underground splices are strongly discouraged. If underground splicing is required per the electrical plans, use only listed connector systems, rated for wet locations.
6. Provide as-built drawings upon completion of installation (if required).

### Control-Link® Control and Monitoring:

1. Provide labor, equipment, and materials to install Musco control and monitoring cabinet(s) and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link by contacting Control-Link Central™ at 877-347-3319.



## CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

### 1. GENERAL JOBSITE SAFETY AND CLEANLINESS.

- a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
- b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
- c. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
- d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
- e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.
- f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
- g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
- h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.
- i. Jobsite shall be policed daily for compliance to the above conditions.



## Scope of Work: Light-Structure System™ - Turnkey

- j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.
2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.
    - a. Review and understand installation instructions are provided with every product installation.
    - b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
    - c. Verify that components have been assembled per Musco installation instructions.
    - d. Verify plumb of concrete foundations prior to standing of poles.
  3. PROVIDING A QUALITY INSTALLATION TEAM.
    - a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
    - b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
    - c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
    - d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.



# Contractor Certification Addendum

(Idaho Code §§ 67-2359, 67-2346, 67-2347A)

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

Contract Name: Harmon Park Expansion

Contract Date: 7/1/2026

The undersigned hereby certifies and agrees as follows:

- 1) **Idaho Code § 67-2359 (Company Owned or Operated by China Prohibited)**  
Contractor is not currently owned or operated by the government of China and will not be for the duration of this contract.
- 2) **Idaho Code § 67-2346 (Anti-Boycott Against Israel Act)**  
Contractor is not currently engaged in, and will not for the duration of this contract engage in, a boycott of goods or services from Israel, or territories under its control.
- 3) **Idaho Code § 67-2347A (Prohibition on Contracts with Companies Boycotting Certain Sectors)**  
Contractor is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company:
  - a) Engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture or
  - b) Engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code.

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## Contractor Information

Contractor Name: Musco Sports Lighting, LLC

Authorized Representative: James M. Hansen

Title: Secretary

Signature:  Date: 5/13/2026



**Date:** Monday, May 18, 2026  
**To:** Honorable Mayor and City Council  
**From:** Wendy Davis, Parks and Recreation Director, Parks and Recreation Director, Sierra Sandison, Trademark Creatives

### **ACTION ITEM**

**Request:**

Consider a request to allocate \$30,000 of Shoshone Falls cash reserves to complete the signage plan and design phase.

**Time Estimate:**

Allow approximately 15 minutes for presentation, questions and deliberation.

**Background:**

In FY 2025, \$20,000 was budgeted for the creation of a signage plan for Shoshone Falls and Dierkes Lake to address the chaotic and confusing approach to way-finding and sign placement that has been used in the park for decades. Staff selected GGLO and Trademark Creatives to work on the project. Trademark Creatives is a design-build studio based in Boise specializing in branding, placemaking and design. They have an exciting plan for the signage in the park and Twin Falls native Sierra Sandison with Trademark Creatives will present their evaluation and proposal for the signs and describe the next step of this project.

Upon completion of the design phase, Trademark will deliver a signage plan with brand identity, construction plans and production files as well as fabrication estimates. Approval of this request will allocate funds and allow staff to enter into an agreement with Trademark Creatives to complete the design phase.

**Approval Process:**

A simple majority will approve this request.

**Budget Impact:**

Shoshone Falls cash reserve balance is \$1,983,807, adequate amount to cover the \$30,000 request.

**Regulatory Impact:**

Approval will allocate \$30,000 of Shoshone Falls cash reserves to complete the design of the signs.

**History:**

N/A

**Analysis:**

N/A

**Conclusion:**

Staff recommends council approve this request.

**Attachments:**

None





**Date:** Monday, May 18, 2026  
**To:** Honorable Mayor and City Council  
**From:**

## **ACTION ITEM**

### **Request:**

Consideration of Resolution No. 2026-003 authorizing the Lease of Water Shares.

### **Time Estimate:**

10 Minutes

### **Background:**

Each year, the City is approached by individuals seeking to lease city water shares. Prior to 2021, water shares were leased without a resolution. The lease agreement was a simple letter on the City Attorney's letterhead to the lessee stating the terms of the lease. In 2021, it was determined that Idaho Code 50-1407 required the City to pass a resolution authorizing the lease of water shares. Since 2021, the City has passed a resolution specific to the lease created between the City and the lessee for that specific growing season. This is the annual resolution in which the City Council authorizes the lease of water shares in general terms, allowing city officials to make the year-to-year decisions on the terms of such leases.

### **Approval Process:**

A motion to approve the resolution should be made. (ie. "I move that resolution 2026-003 be approved.) If the motion is seconded by a council member, a roll call vote should be taken. A simple majority is required to pass a resolution. If the motion does not receive a second and majority approval, the motion will fail and the resolution will not be approved.

### **Budget Impact:**

The revenue generated by the lease of shares is paid into the Water Enterprise Fund.

### **Regulatory Impact:**

none

### **History:**

none

### **Analysis:**

none

### **Conclusion:**

In conclusion, I recommend the council approve Resolution 2026-003 authorizing city officials to negotiate and enter into water share leases.

### **Attachments:**

1. 2026 - Lease Resolution - Water Shares

RESOLUTION NO. 2026-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AUTHORIZING THE LEASE OF EXCESS WATER SHARES AND AUTHORIZING CITY OFFICIALS TO NEGOTIATE THE LEASE TERMS.

WHEREAS, Idaho Code §50-1407 authorizes the City Council to lease “real or personal property not otherwise needed for city purposes” by resolution; and,

WHEREAS, Idaho Code §50-1407 further authorizes the City Council to set “such terms as the city council determines may be just and equitable”; and,

WHEREAS, the City possesses water shares that, based on the year, may not be “needed for city purposes”; and,

WHEREAS, the City has been approached by others desiring to lease water shares from the City of Twin Falls; and,

WHEREAS, the City Council believes that leasing the water shares during certain years would be appropriate and that the market value for such shares is “just and equitable”; and,

WHEREAS, the City has staff and personnel that are knowledgeable of the water needs of the City, water levels in a given season, and market values of water shares.

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

**Section 1:** The Twin Falls City Council hereby authorizes City officials to:

- a. Determine the amount of water shares that are not needed for city purposes,
- b. Negotiate the per share rate to lease unneeded water shares,
- c. Determine the best terms of water share leases, and
- d. Sign water share leases.

PASSED BY THE CITY COUNCIL: \_\_\_\_\_, 2026

SIGNED BY THE MAYOR: \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_  
DEPUTY CITY CLERK



**Date:** Monday, May 18, 2026  
**To:** Honorable Mayor and City Council  
**From:** Jonathan Spendlove & William Klaver

## **ACTION ITEM**

### **Request:**

Request for a recommendation to City Council for a Zoning Title Amendment to clarify policy language and references to improve consistency and implementation; clarify administrative processes such as application submittal requirements, review procedures, and notice procedures; clarify land use regulations/standards and how specific uses are categorized and reviewed.

### **Time Estimate:**

20 - 30 Minutes for Staff presentation with discussion to follow.

### **Background:**

On January 1, 2026, The City of Twin Falls adopted a complete rewrite of Title 10 "Zoning and Subdivision Regulations". Staff has identified items that were either needing clarification or did not make the transition to the new code. After direction from the Planning and Zoning Commission on March 4, 2026, Staff has brought forth this Zoning Title Amendment.

### **Approval Process:**

City Code 10-2-5 (F) outlines the regulations and process for amending the Zoning Title. Subsection 4 highlights the role and responsibility of the Planning and Zoning Commission as follows:

- a. The commission shall hold a public hearing and evaluate the request to determine the extent and nature of the amendment requested.
- b. Within 60 days from the receipt of the proposed amendment, the commission shall transmit its recommendation to the council. The commission may recommend that the zoning district change be granted as requested, or it may recommend a modification of the amendment requested, or it may recommend that the amendment be denied. The commission shall ensure that any favorable recommendations for zoning district changes are in general conformance with the comprehensive plan.

The City Council approves or denies the proposed text amendment and shall follow the process in subsection 5 as follows: Action by City Council. Prior to adopting, revising or rejecting the proposed zoning district change as recommended by the commission, the Council shall conduct at least one public hearing. Upon granting or denying an application to amend this title, the council shall specify:

- a. The regulations and standards used in evaluating the application.
- b. The reasons for approval or denial.
- c. The actions, if any, that the applicant could take to obtain approval of the requested zoning district change.

### **Budget Impact:**

N/A

**Regulatory Impact:**

Approval of this proposed title amendment will make the subject changes law, after adoption and publication of an ordinance.

**History:**

N/A

**Analysis:**

N/A

**Conclusion:**

The Planning and Zoning Commission held a public hearing and made a recommendation to approve, as presented, on April 14, 2026 by a vote of 5-0. The Council may approve as presented, approve with modifications, or deny the proposed amendment.

**Attachments:**

1. PZ26-0038 Proposed Title 10 Amendment
2. PZ26-0038 Planning and Zoning Commission Minutes for April 14, 2026

## 10-1 : GENERAL PROVISIONS

### 10-1-11: Nonconforming Uses or Buildings.

A building or use made nonconforming but which was lawfully existing or under construction at the time of adoption hereof may continue to be used or occupied, subject to the provisions of this section. The requirements of this section may be waived for residences and residential uses by motion and minute entry to the City Council.

#### A. Discontinuance of Nonconforming Uses and Buildings:

1. Uses: For any of the following reasons, a nonconforming use shall be discontinued and further use of the property shall conform to the provisions of this title:
  - a. When a nonconforming uses involving a shall be discontinued and further use of the property shall conform to the provisions of this title.
  - b. When a nonconforming use not involving a building is discontinued from use for a period of one year.
  - c. When a nonconforming use not involving a building is discontinued from use for a period of six (6) months.
  - d. When a nonconforming use involving a building or structure having an appraised value less than two thousand dollars (\$2,000.00) or involving no building structure is still in existence two (2) years after the effective date hereof.
  - e. Notwithstanding the foregoing, a legal nonconforming use involving a building may be resumed or replaced by another nonconforming use by special use permit if said legal nonconforming use has not been discontinued more than five (5) years. In addition to the general standards applicable to special uses the applicant must show that the existing building cannot reasonably be converted to a conforming use.
2. Buildings: A nonconforming building shall be discontinued and removed or brought into conformance with this title within two (2) years after the effective date hereof if the building or structure has an appraised value less than two thousand dollars (\$2,000.00) or if the modification to bring into conformance with the provisions of this title will cost less than five hundred dollars (\$500.00).

#### B. Replacement of Nonconforming Building: A nonconforming building or conforming building housing a nonconforming use damaged by fire, collapse, explosion, or act of God, subsequent to the effective date hereof, may be replaced or repaired providing:

1. The new building does not have a nonconforming feature that the original building did not have;
2. The new building does not exceed the size of the original building except as provided by 10-2-2 (D) & 10-2-4 (D) of this section;

3. [A nonconforming use is not expanded or changed; and](#)
  4. [A building permit for the replacement or repair is issued within six \(6\) months of the date of damage. The Planning and Zoning Commission may approve request for extensions within the original six \(6\) months.](#)
- C. [Expansion of Nonconforming Building or Nonconforming Uses: Except as provided by 10-2-2 \(D\) & 10-2-4 \(D\):](#)
1. [No building or structural alteration, improvement or reconstruction shall be made which expands a nonconforming building or conforming building housing a nonconforming use beyond any part of the existing wall or roofline.](#)
  2. [No additional buildings or structures may be constructed or relocated on the property to house the same or any other nonconforming use. Under no circumstances may the person or entity responsible for an nonconforming building or use expand such building or use by the acquisition of additional real property.](#)
  3. [No person or entity may acquire additional real property to bring the nonconforming building or use s into conformance with this title unless the use shall also conform to the requirements of this title.](#)

## **10-2 : APPLICATION PROCEDURES**

### **10-2-2: ADMINISTRATIVE DECISIONS.**

G. Zoning Use Permit.

2. Authority to Grant. The Administrator shall authorize Zoning Use Permits upon demonstration that the conditions in City Code 10-6, and other applicable regulations in Twin Falls City Code, have been met.
  - a. [If the applicant fails to provide proof of compliance within one year of approval, the zoning use permit shall be void.](#)

### **~~10-2-9~~ 10-2-8: TRANSFER, REACTIVATION AND DISCONTINUANCE OF SPECIAL USE AND ZONING USE PERMITS**

### **~~10-2-10~~10-2-9: PUBLIC HEARING NOTICE REQUIREMENTS**

B. Site Posting. Notice shall be posted on site as follows when required:

c. Notice Sign Design Requirements.

- i. Notice signs shall be made from metal, plywood, [corrugated plastic](#), or an equivalent **hard** surface and shall be mounted on two posts in a manner that is most visible to the street.
- ii. Size of Notice Signs

1. Notice signs shall be a minimum of two feet tall by three feet wide ~~and mounted so the bottom of the sign is at least two feet above the ground.~~
2. ~~Notice signs that are located along a city designated arterial street or a state highway shall be a minimum of four feet tall and four feet wide and mounted so the bottom of the sign is at least three feet above the ground.~~
- iii. Notice signs shall ~~have a background~~ be white in color. ~~At the top of the sign, notice signs and~~ shall include each of the following with a minimum size of ~~two six~~ inch black letters:
  1. The words, “Notice of Public Meeting,”
  2. The words, “for more information call”, and then the phone number for the city’s planning and zoning department, and
  3. The official city logo.
- iv. Notice signs shall include a ~~brochure holder mounted to the sign containing space~~ 8.5 x 11 inches in size for handouts providing notice of the time and place of the hearing and a summary of the proposal.
- v. When a public hearing is to be conducted by the city council for a proposal that the planning and zoning commission has made a recommendation on, the notice for that hearing shall include the commission’s recommendation in addition to the time and place of the hearing and a summary of the proposal.

## 10-3 : ZONING DISTRICTS

### 10-3-2: Standards applicable to all districts

- I. Key to Use Table.
  1. Permitted use. Uses identified with a "P" permitted by right in the subject district and must comply with all applicable design and development standards ~~subject to a Zoning Compliance Permit.~~
  2. Special Zoning uses. Uses identified with an "SZ" may be permitted in the subject district if reviewed and approved in accordance with the ~~special exception zoning use permit~~ review procedures found in Chapter 8 2 of this ~~title code.~~
  3. Special uses. Uses identified with an “S” may be permitted in the subject district if reviewed and approved in accordance with the special use permit review procedures found in Chapter 2 of this title.
  4. Prohibited uses. Uses identified with a “—” as blank are expressly prohibited in the subject district.

K. Table of Uses.

| Land Use / Activity                                | OS       | PRO      | AG       | RR       | TN1      | TN2      | TN3      | CMT      | MU       | CC       | COM      | IND1     | IND2     | AP       | CSI      |
|----------------------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| <b>4. Commercial Sales and Services</b>            |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |
| Manufactured homes building sales                  |          |          |          |          |          |          |          |          |          |          | S        | P        | P        |          |          |
| <b>5. Health/Human Care</b>                        |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |
| Daycare Home                                       |          |          | P        | P        | P        | P        | P        | <u>P</u> | <u>P</u> | <u>P</u> | <u>P</u> |          |          |          |          |
| Substance Abuse Addiction Treatment Facility       |          |          | S        |          |          |          |          |          |          | P        | P        | P        | P        |          |          |
| <b>9. Residential</b>                              |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |
| Dwelling-Caretaker Unit                            |          | <u>P</u> |          |          |          |          |          | P        | P        | P        | P        | P        | P        | P        |          |
| Home Occupation                                    |          |          | Z        | Z        | Z        | Z        | Z        | <u>Z</u> | Z        | Z        | <u>Z</u> |          |          | Z        |          |
| <b>10. Other</b>                                   |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |
| Utility Collection / Distribution Facility - Minor | Z        |          | Z        | Z        | Z        | Z        | Z        | Z        | Z        | Z        | Z        | Z        | Z        | Z        | Z        |
| Utility Collection / Distribution Facility - Major | <u>S</u> |          | <u>S</u> | <u>S</u> | <u>S</u> | <u>S</u> | <u>S</u> | <u>S</u> | <u>S</u> | <u>S</u> | <u>S</u> | <u>S</u> | <u>S</u> | <u>S</u> | <u>S</u> |
| Utility Collection / Distribution Line             | P        |          | P        | P        | P        | P        | P        | P        | P        | P        | P        | <u>P</u> | P        | P        | P        |

**10-5: WPO, WELLHEAD PROTECTION OVERLAY DISTRICT**

**10-6: ZONING USE PERMIT REGULATIONS**

**10-6-5: COMMERCIAL SERVICES:**

Q. Vehicle Sales – Temporary

a. Criteria applicable in all Districts:

- v. [Vehicle Sales – Temporary](#) are exempted from Required Improvements as defined in [section 10-7 & 10-6-2 of this Title.](#)

**10-6-6: HEALTH/HUMAN CARE:**

A. Daycare Facility

1. Criteria applicable in all Districts:
  - a. Daycare Facilities are exempted from Required Improvements as defined in section 10-7-1(A)-2 & 10-46-2 of this Title.

**10-6-10: Residential**

A. **Detached** Accessory Building

1. Criteria applicable in all Districts:
  - a. **Detached** accessory buildings are not allowed to be placed within platted easements.
  - b. Building heights that are 15 feet tall or less shall have the following setbacks:

| ZONING DISTRICT     | MINIMUM SETBACKS |      |      | MAXIMUM HEIGHT |
|---------------------|------------------|------|------|----------------|
|                     | Front            | Side | Rear |                |
| TN1                 | 20'              | 3'   | 3'   | 15'            |
| TN2                 | 20'              | 3'   | 3'   | 15'            |
| TN3                 | 20'              | 3'   | 3'   | 15'            |
| All other districts | 20'              | 3'   | 3'   | 15'            |

- i. All **detached** accessory buildings designed for vehicular parking/access shall maintain a 20 foot setback from public streets, and 10 foot minimum setback on public alleys.
  - c. Buildings that are over 15 feet tall shall have the following setbacks:

| ZONING DISTRICT     | MINIMUM SETBACKS |      |      | MAXIMUM HEIGHT |
|---------------------|------------------|------|------|----------------|
|                     | Front            | Side | Rear |                |
| TN1                 | 20'              | 7'   | 20'  | 35'            |
| TN2                 | 20'              | 5'   | 15'  | 35'            |
| TN3                 | 20'              | 5'   | 15'  | 35'            |
| All other districts | 20'              | 5'   | 15'  | 35'            |

- i. All detached accessory buildings designed for vehicular parking/access shall maintain a 20 foot setback from public streets, and 10 foot minimum setback on public alleys.

- d. Zoning Permit not required for **detached** accessory buildings when all the following conditions are met:
  - i. Under 200 square feet in size; or as otherwise exempted from the International Residential Code per Idaho Statute, as amended.
  - ii. Single story and under 15 feet tall.
  - iii. Storage only, no habitable space allowed.
  - iv. Property owner is responsible to follow the property lines setbacks contained herein.
  - v. Property owner is responsible to move/relocate any accessory building found to be in violation of this section.
- e. If a **detached** accessory building does not require a building permit, then it may be built up to the side or rear property line, provided all of the following conditions are met:
  - i. Written permission of adjacent property owner is obtained, including a recorded access easement for maintenance of the structure.
  - ii. Firewalls as required by the building code are constructed.
  - iii. There is no water runoff from building onto adjacent property.
  - iv. The detached accessory building is not located closer than 10 feet to a main building.
  - v. There is no architectural projection, or rain gutters, beyond the property line.
- f. Accessory buildings are exempted from section 10-7-1(A)(2) & 10-6-2 of this Title.

B. Accessory Dwelling Unit (ADU)

3. Criteria applicable in all Districts:

b. Accessory Dwelling Unit Development Standards:

- i. Accessory Dwelling Unit Size: ADU's shall not exceed **seventy forty-five** percent (**7545**%) of the square footage of the living space for the principal residence **or 1,000 sq ft; whichever is greater.**
- ii. Height:
  - A. **Attached** ADU's shall follow the height limit listed for the principal residence as required for the base zoning district.
  - B. ~~Detached ADU's shall follow the height limit listed for Detached Accessory Buildings.~~

- vi. Parking: One additional parking space shall be provided for exclusive use of the accessory dwelling unit. [This requirement shall only apply:](#)
  - A. [If the principal dwelling does not have off-street parking; or](#)
  - B. [Where the adjoining street does not provide on-street parking.](#)

D. Home Occupations:

a. Criteria applicable in all Districts:

- i. Home Occupations are exempted from section 10-7-1 (A) (2) & 10-6-2 of this Title.

## 10-6-11: OTHER

D. Utility Collection/Distribution Facility – Minor

1. Criteria applicable to all Districts:

- a. Facilities shall be screened or wrapped. Should the facility be wrapped, it shall be approved by the Twin Falls Arts Commission.
- b. Minor Utility Collection/Distribution Facilities are exempted from section 10-7-1 (A) (2) & 10-6-2 of this Title.

## 10-7 : REQUIRED IMPROVEMENTS OF DEVELOPMENT

### 10-7-1: INSTALLATION AND COMPLETION OF REQUIRED IMPROVEMENTS

A. Installation: Improvements required herein shall be provided for the entire premises of the project in the following circumstances:

- 1. When there is a change of Land Use Category of a building, structure or parcel of land;
- 2. When a Special Use or Zoning Use Permit is required;
- 3. When a building, or structure, is constructed or placed; [or](#)
- 4. When a building, or structure, [land-use](#) area square footage is expanded by 25% or greater of originally permitted buildings-structures, or [land-use](#) areas [or a total increase in square footage over ten thousand \(10,000\) square feet.](#)
- 5. ~~When a single building of premises containing multiple buildings is expanded over 25% of the single building's square footage, but less than a total of 25% of the combined square footage of all buildings, the improvements required by sections 10-7-2 through 10-5 of this chapter shall only be required for the building being expanded, or the property being used for the expansion; or,~~

B. [Exceptions:](#)

1. [When a premises increases the cumulative square footage of buildings on the property less than a total of 25% of the combined square footage of all existing buildings, the improvements required by sections 10-7-2 through 10-7-5 of this chapter shall only be required for the building or area being expanded.](#)

**B. C.** Completion: Unless otherwise provided, all required improvements shall be a condition of any permit governed by this Title, and shall be completed prior to applicant scheduling any final inspection and issuance of any certificate of occupancy.

## 10-7-7: SOLID WASTE MANAGEMENT

C. [A Temporary Certificate of Occupancy may be issued when the following Solid Waste Management items have not been completed:](#)

1. [Enclosure of the trash bins.](#)

## 10-8 : PARKING REGULATIONS

### 10-8-1 : RESIDENTIAL PARKING PROVISIONS.

E. Residential driveway access shall be located on local roads or alleys, unless ~~otherwsie~~ [otherwise](#) approved through the platting process.

### 10-8-2 : NONRESIDENTIAL AND MULTI-DWELLING PARKING PROVISIONS.

B. All required parking spaces shall be hard surfaced. Hard surfaced materials include concrete, asphalt, or other material approved by the city engineer prior to construction.

- a. In the IND1 and IND2 zoning districts, [parking and maneuvering areas may be gravel, pending adherence to the](#) requirements in City Code 7-1-20 ~~will apply~~.

I. [Parking Lot Lighting: Parking areas that are intended to provide more than eighteen \(18\) spaces on a single site shall have lighting that will provided at least one foot-candle of light at the ground surface on the entire parking site. Lighting shall be screened so that it does not directly illuminate any adjacent residential uses with more than one-fourth \(1/4\) of a foot-candle and so that it does not create a traffic hazard.](#)

### 10-8-7: BICYCLE INFRASTRUCTURE & PARKING.

A. Bike Parking Facility Design

1. Bicycle parking facilities shall be located as close as possible to the primary building entrance(s) and shall not obstruct pedestrian walkways, public sidewalks, or building entrances.

~~a. e-~~ Trail Proximity Option: Projects immediately adjacent to the Snake River – Canyon Rim Trail may place bicycle parking facilities within an acceptable distance to a trail access point as determined by the Administrator.

### 10-8-9: LOADING SPACE AND STACKING REQUIREMENTS.

- B. Stacking of cars shall not impede the public right-of-way. In all zoning districts, at the time any building or structure is erected or altered, stacking spaces shall be provided in the number and manner set forth in the following list of uses: ~~Table modified as follows:~~

| Use                           | Stacking Spaces Required                   |
|-------------------------------|--------------------------------------------|
| Restaurant                    | 300 feet from pick-up window               |
| Financial Institution or ATM  | 20 feet per window or service lane         |
| Minor Vehicle Repair Services | 20 feet per bay                            |
| Commercial Sales and Services | 80 feet per window, service, lane, or bay. |
| Car wash – Self Service       | 30 feet per bay                            |

## 10-9 : LANDSCAPING REGULATIONS

### 10-9-4: CALCULATING REQUIRED LANDSCAPING AND PLACEMENT.

- A. The square footage of required landscaping is defined herein for each zoning district as found in 10-32 of this Title.
- B. A minimum of 50% of the required Landscaping shall be installed between the public streets/primary access and the primary building.
- C. Only landscaping provided on private property shall be counted towards the general landscaping requirement.

| District     | General Landscape Requirements                               |
|--------------|--------------------------------------------------------------|
| OS           | Established by PZ Commission                                 |
| CRO          | 15% of lot area                                              |
| PRO          | 10% of lot area, unless exempted in <del>10-6-2-10-9-2</del> |
| AG           | 5% of lot area for non-residential                           |
| RR           | 5% of lot area for non-residential                           |
| TN-1         | 10% of lot area, unless exempted in <del>10-6-2-10-9-2</del> |
| TN-2         | 10% of lot area, unless exempted in <del>10-6-2-10-9-2</del> |
| TN-3         | 10% of lot area, unless exempted in <del>10-6-2-10-9-2</del> |
| CMT          | 10% of lot area                                              |
| MU           | 10% of lot area                                              |
| CC           | 5% of lot area                                               |
| COM          | 5% of lot area                                               |
| IND1 & IND 2 | 2SF per linear feet of street frontage                       |
| AP           | 5% of total land area                                        |
| CSI          | 10 of lot area                                               |

### 10-9-14: Guidelines for Selecting Plants for Pollinators

It is strongly recommended that pollinator plants be incorporated in landscape design whenever possible. Pollinator ~~friendly landscaping~~ [friendly landscaping](#) recommendations established in the “Intermountain Semidesert Province Regional Guide for Selecting Plants for Provinces” published by the Pollinator Partnership and the North American Pollinator Protection Campaign, should be followed wherever possible.

~~10-9-15 10-6-15~~: THE PLANTING OF INVASIVE AND HARMFUL PLANT SPECIES.

~~10-9-15 10-5-16~~: GUIDELINES FOR LANDSCAPING IN AREAS VULNERABLE TO WILDFIRE.

## 10-10 : SIGN REGULATIONS

### 10-10-5: Exempt Signs - No Permit Required.

- A. The following signs are exempt from the permitting requirements of this chapter provided they still meet all other applicable Code requirements, and provided further they are not placed or constructed to create an immediate threat to the health, safety, or welfare of the general public:

11. Changing or replacing a sign face/copy (including panels, graphics, or lettering) in an existing sign cabinet or frame, provided that:
- a. No change is made to the cabinet, frame, supports, or other structural elements;
  - b. No change is made to the sign area, dimensions, height, or location;
  - c. No change is made to the type of sign or method of illumination, and no modification to electrical components occurs (electrical permits may be required if electrical work is performed); and
  - d. The sign remains in compliance with all applicable sign standards and codes.

## 10-12 : GENERAL SUBDIVISION REGULATIONS

### 10-12-2-2: SUBDIVISION CONCEPT REVIEW.

- C. Approval Period: Approval of a Subdivision Concept Review is valid for one year from the date of final written decision.

### 10-12-2-4: PRELIMINARY PLAT:

- D. Notification to Property Owners:

2. Site Posting: Notice shall be posted on site as follows:

- c. Notice Sign Design Requirements:

- i. Notice signs shall be made from metal, plywood, corrugated plastic, or an equivalent ~~hard~~ surface and shall be mounted on 2 posts in a manner that is most visible to the street.
- ii. Size of Notice Signs. Notice signs shall be a minimum of two feet tall by 3 three feet wide ~~and mounted so the bottom of the sign is at least 2 feet above the ground.~~
- iii. Notice signs shall have a background be blue in color. ~~At the top of the sign, notice signs and~~ shall include each of the following with a minimum size of two 6 inch black letters:

- A. The words, "Notice of Subdivision",

B. The words, “for more information call”, and then the phone number for the city’s planning and zoning department, and

C. The official city logo.

b. Notice signs shall include a ~~brochure holder mounted to the sign containing~~ [space 8.5 x 11 inches in size for](#) the written notice [to be attached](#).

~~10-12-2-5~~ ~~10-12-2-4~~: FINAL PLAT.

~~10-12-3-12~~ ~~10-12-3-13~~: RIGHT OF WAY AND OTHER PUBLIC WAY REQUIREMENTS.

## 10-15 : DEFINITIONS

| USE/TERM                                                                      | DEFINITION                                                                                                                                                                                                                            |
|-------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Certified Family Home                                                         | <a href="#">A home that meets approval criteria set by the State of Idaho and is certified by the Idaho Department of Health &amp; Welfare to care for between one and four adult residents who cannot live on their own.</a>         |
| <del>Certified Landscaping Installer</del>                                    |                                                                                                                                                                                                                                       |
| Manufactured <a href="#">building</a> <del>homes</del> sales                  | An establishment which displays and sells dwelling units which fall under the manufactured home definition found herein <a href="#">or prefabricated buildings including, but not limited, to sheds, sea container, modular, etc.</a> |
| <del>MOBILE HOME PARK</del><br><a href="#">Manufactured Housing Community</a> | Any tract of land that is divided into rental spaces under common ownership or management for the purpose of locating two (2) or more mobile/manufactured homes for dwelling purposes.                                                |



## Twin Falls Planning & Zoning Commission Minutes

Tuesday, April 14, 2026, 6:00 PM

203 Main Ave East  
Twin Falls, ID 83303

Council Chambers

### Members -

**City Limits:** Cortney Campbell, Chairperson; Tiffany Zimmerman, Vice-Chairperson; Todd Rambur; Robyn Weatherford; Rui Gomes; Alexis Gadsby

**Area of Impact:** Jeff Bulkley

### 1) Confirmation of Quorum/Call Meeting to Order

Vice-Chairperson Zimmerman called the meeting to order at 06:00 PM

Members Attending: Zimmerman, Rambur, Weatherford, Gomes, Gadsby

Staff Attending: Spendlove, Klaver, Green

### 2) Conflict of Interest Declaration

### 3) Consent Calendar

a) Request to approve minutes from the following meeting: March 24, 2026.

**MOTION:** Commissioner Weatherford moved to approve minutes from the March 24, 2026, meeting. Commissioner Gomes seconded the motion. Roll call vote showed all members present voted.

**Approved 5 to 0.**

### 4) Items of Consideration

### 5) Public Hearings

a) Request for a recommendation to City Council for a Zoning Title Amendment to clarify policy language and references to improve consistency and implementation; clarify administrative processes such as application submittal requirements, review procedures, and notice procedures; clarify land use regulations/standards and how specific uses are categorized and reviewed.

Staff Presentation:

Planning and Zoning Director Spendlove presented the request for a recommendation to City Council for a Zoning Title Amendment to clarify policy language and references to improve consistency and implementation; clarify administrative processes such as application submittal requirements, review procedures, and notice procedures; clarify land use regulations/standards and how specific uses are categorized and reviewed. City Code 10-2-5 (F) outlines the regulations and process for amending the Zoning Title.

Subsection 4 highlights the role and responsibility of the Planning and Zoning Commission as follows:

- a. The commission shall hold a public hearing and evaluate the request to determine the extent and nature of the amendment requested.
- b. Within 60 days from the receipt of the proposed amendment, the commission shall transmit its recommendation to the council. The commission may recommend that the zoning district change be granted as requested, or it may recommend a modification of the amendment requested, or it may recommend that the amendment be denied. The commission shall ensure that any favorable recommendations for zoning district changes are in general conformance with the comprehensive plan.

The City Council approves or denies the proposed text amendment and shall follow the process in subsection 5 as follows: Action by City Council. Prior to adopting, revising or rejecting the proposed zoning district change as recommended by the commission, the Council shall conduct at least one public hearing. Upon granting or denying an application to amend this title, the council shall specify:

- a. The regulations and standards used in evaluating the application.
- b. The reasons for approval or denial.
- c. The actions, if any, that the applicant could take to obtain approval of the requested zoning district change.

The Commission may recommend approval as presented, recommend approval with modifications, or recommend denial.

Public Hearing: Opened and closed with no public input

Discussions Followed:

The Commission feels good about the necessary changes and cleaned-up version of code.

**MOTION:** Commissioner Weatherford moved to approve the request for a recommendation to City Council for a Zoning Title Amendment to clarify policy language and references to improve consistency and implementation; clarify administrative processes such as application submittal requirements, review procedures, and notice procedures; clarify land use regulations/standards and how specific uses are categorized and reviewed. Commissioner Rambur seconded the motion. Roll call vote showed all members present voted.

**Approved 5 to 0.**

## 6) Upcoming Meeting(s)

- a) April 28, 2026

**7) Adjournment**

The meeting adjourned at 06:37 PM

*Jody Green*

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Jody Green, Planning Technician