



Twin Falls City Council Agenda

Monday, December 4, 2017, 3:00 PM

****SPECIAL MEETING NOTICE****

City Council Chambers
305 Third Avenue East - Twin Falls, Idaho

Members: Shawn Barigar, Suzanne Hawkins, Nikki Boyd, Chris Talkington, Gregory Lanting, Christopher Reid, Ruth Pierce

- 1) SPECIAL MEETING NOTICE OF THE CITY COUNCIL:
The City Council will meet on Monday, December 4, 2017, at 3:00 p.m. The meeting will be held at the Twin Falls Council Chambers located at 305 Third Avenue East, Twin Falls, Idaho. Purpose: Roundtable discussion on the Strategic Plan Update
- 2) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 3) PLEDGE OF ALLEGIANCE
- 4) CONSIDERATION OF AMENDMENTS TO AGENDA
- 5) PROCLAMATIONS: None
- 6) GENERAL PUBLIC INPUT
- 7) CONSENT CALENDAR
 - a) Request to approve the Accounts Payable for November 28, 2017 - December 4, 2017.
 - b) Request to approve the City Council Meeting Minutes for November 27, 2017.
Purpose: Action By: Sharon Bryan, Deputy City Clerk
 - c) Request to approve a Beer license for Chipotle Mexican Grill #2925 at 687 Blue Lakes Blvd North.
Purpose: Action By: Sharon Bryan, Deputy City Clerk
 - d) Request to accept the Improvement Agreement for the purpose of developing **Temple View Subdivision No. 2**.
Purpose: Action By: Troy Vitek, Assistant City Engineer
- 8) ITEMS OF CONSIDERATION
 - a) Roundtable discussion on the Strategic Plan Update. Led by Phil Kushlan, Kushlan Associates
- 9) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS
- 10) PUBLIC HEARINGS: None

11) ADJOURNMENT

Any person(s) needing special accommodations to participate in the above-noticed meeting could contact Leila Sanchez (208) 735-7287 at least two working days before the meeting. Si desea esta información en español, llame Leila Sanchez (208) 735-7287.

Public Input Procedures

1. Individuals wishing to provide public input regarding matters relevant to the City of Twin Falls shall
 - wait to be recognized by the Mayor or Chairman
 - approach the microphone/podium
 - state their name, and whether they are a resident or property owner in the City of Twin Falls, and proceed with their input.
2. The Mayor or Chairman may limit input to no less than two (2) minutes. Individuals are not permitted to give their time to other speakers.

Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor or Chairman shall review the public hearing procedures.
 2. Individuals wishing to testify or speak before the City Council or Planning and Zoning shall wait to be recognized by the Mayor or Chairman, approach the microphone/podium, state their name, then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the staff. The staff shall make an audio recording of the Public Hearing.
 3. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
 - A complete explanation and description of the request.
 - Why the request is being made.
 - Location of the Property.
 - Impacts on the surrounding properties and efforts to mitigate those impacts.
 4. 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.
 5. A City Staff Report shall summarize the application and history of the request.
 6. The City Council or Planning & Zoning Commission may ask questions of staff or the applicant pertaining to the request.
 7. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor or Chairman may limit public testimony to no less than two (2) minutes per person.
 - Five or more individuals, having received personal public notice of the application under consideration, may select by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the Mayor or Chairman. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, shall be either read into the record or displayed to the public on the overhead projector.
 - Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
 8. Following the Public Testimony and Applicant's response, the hearing shall continue. The City Council or Planning & Zoning Commission, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. The Mayor or Chairman may again establish time limits.
 9. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning and Zoning Commission shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.
- * Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Mayor or Chairman.



Twin Falls City Council Minutes

Monday, November 27, 2017, 5:00 PM

City Council Chambers
305 Third Avenue East - Twin Falls,
Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Shawn Barigar, Vice Mayor Suzanne Hawkins, Councilmembers Nikki Boyd, Chris Talkington, Greg Lanting, Christopher Reid, Ruth Pierce

Absent:

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Mitch Humble, Deputy City Manager Brian Pike, City Attorney Fritz Wonderlich, Captain Matt Hicks, Economic Development Director Nathan Murray, Engineer 1 Erin Steel, Parks and Recreation Director Wendy Davis, Deputy City Clerk Sharon Bryan

Mayor Barigar called the meeting to order at 05:01: PM
A quorum was present.

2) PLEDGE OF ALLEGIANCE

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

3) CONSIDERATION OF AMENDMENTS TO AGENDA

City Manager Rothweiler asked that the Rally to Celebrate Religious Freedom event on Saturday, December 2, 2017 from 11:00 am to 12 pm at Twin Falls City Park added to the Consent Calendar.

MOTION:

Councilmember Talkington moved to add the Rally to Celebrate Religious Freedom to the Consent Calendar. Vice Mayor Hawkins seconded the motion. Roll call vote showed members present voted in favor of the motion. Approved 6 to 0. Councilmember Christopher Reid Abstained.

4) PROCLAMATIONS: None

5) GENERAL PUBLIC INPUT

No public input.

6) CONSENT CALENDAR

MOTION:

Councilmember Lanting moved to approve the Consent Calendar as presented. Councilmember

Boyd seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

Councilmember Pierce said that Orval's name missed spelled in the minutes.

MOTION:

Councilmember Lanting moved to approve the Rally to Celebrate Religious Freedom. Councilmember Pierce seconded the motion. Roll call vote showed members present voted in favor of the motion. 6 to 0. Councilmember Christopher Reid abstained.

- a) Request to approve the Accounts Payable November 14-27, 2017.
- b) Request to approve the City Council Minutes for November 13, 2017.
- c) Request to approve an alcohol license to Petro's at 303 Main Avenue East to sell beer and wine for consumption off premises only.
- d) Request to approve the Annual Festival of Lights Parade on Friday, December 1, 2017.
- e) Request to vacate a portion of an existing sewer and access easement

7) ITEMS OF CONSIDERATION

- a) Presentation of value awards to several City Employees by the Employee Recognition Committee.

Captain Matt Hicks reviewed the value awards process.

Value awards given to the following City Employees:

- Lee Glaesemann - Connection
- Wendy Thompson - Connection
- Lorrie Bauer - Commitment
- Dave Owens - Connection
- Dallas Williamson - Connection
- Austin Sharp-Connection
- Zack Fleming – Connection
- Mitchell Brooks - Connection
- Matt Dorsey - Teamwork
- Tina Kelly - Teamwork
- Amanda Geer - Teamwork
- Katheryn Beer – Teamwork
- Heather Posey - Teamwork

Discussion ensued on the following:

When will Dispatch be moving into their new work area?

Council thanked City Employees.

- b) Request to waive all building permit fees associated with an expansion of the property located at 511 Hankins Road.

Economic Development Director Murray reviewed the expansion of the property located at 511 Hankins Road and asked that the building permit fees waived.

Discussion ensued on the following:

- Joint effort between City and County
- When will construction start.
- One facility
- Impact fees
- Tax reimbursement incentive

MOTION:

Councilmember Talkington moved to waive all building permit fees not to exceed \$62,000 associated with an expansion of the property located at 511 Hankins Road. Councilmember Pierce seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- c) Request to accept the 2017 Professional Services Roster.

Engineer 1 Steel reviewed the request.

Discussion ensued on the following:

- If a new firm moves in could they be added.
- Deadline information available on the website
- Clarification on the amounts that need to go out for bid.
- Concern of the lack of firms on the roster.
- Qualified bonding.

MOTION:

Councilmember Pierce moved to accept the 2017 Professional Services Roster. Councilmember Reid seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- d) Request to authorize negotiations with top ranked firm to conduct a feasibility study for a community recreation center

Parks and Recreation Director Davis reviewed feasibility study for a community recreation center.

Discussion ensued on the following:

- Clarification on approval process
- Will look at the existing services.
- Financial assessment - Private and public funding.
- Public engagement
- Good step as to where we are going.
- Price of the study.

City Manager Rothweiler explained the feasibility studies intent.

MOTION:

Vice Mayor Hawkins moved to authorize negotiations with top ranked firm to conduct a feasibility study for a community recreation center. Councilmember Boyd seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

8) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

City Manager Rothweiler reported on the following upcoming events:

- City Hall guided tours, Friday, December 1, 2017, 1:00 to 4:00 PM
- City Hall Ribbon Cutting, Friday, December 1, 2017 at 4:00 PM
- Light Parade, Friday, December 1, 2017 at 7:00 PM
- Lighting of City Christmas Tree, December 1, 2017 following the Parade.
- Preserve Trail Ribbon Cutting, Saturday, December 2, 2017 at 9:30 AM followed by a Santa Fun Run.
- Rally to Celebrate religious Freedom, Saturday, December 2, 2017 at Twin Falls City Park from 11:00 AM to 12:00 PM
- Coffee with a Cop at Twin Beans Coffee Shop at 9:00 AM, December 2, 2017.

Vice Mayor Hawkins reminded City Council that the Association of Idaho Cities Fall Training will be on Wednesday, November 29, 2017 at Canyon Crest Event Center from 9:00 AM to 3:00 PM

Discussion ensued on the following:

- Parking regulations for parade
- Are businesses going to be open downtown.

Councilmember Reid thanked City Staff for getting the Rally to Celebrate Religious Freedom on the Agenda.

9) PUBLIC HEARINGS: None

10) ADJOURNMENT

- a) Executive Session § 74-206(1) (c) To acquire an interest in real property which is not owned by a public agency.

MOTION:

Councilmember Lanting moved to adjourn to Executive Session § 74-206(1) (c) To acquire an interest in real property which is not owned by a public agency. Councilmember Boyd seconded the motion. Roll call vote showed all members present voted in favor of the motion. 0 to 0.

The meeting adjourned at 05:49: PM



Date: Monday, December 4, 2017
To: Honorable Mayor and City Council
From: Sharon Bryan, Deputy City Clerk

Request:

Request to approve a Beer license for Chipotle Mexican Grill #2925 at 687 Blue Lakes Blvd North.

Time Estimate:

5 min

Background:

Approval of Alcohol License for Chipotle Mexican Grill #2925 at 687 Blue Lakes Blvd North.

Approval Process:

Staff has approved application.

Budget Impact:

Regulatory Impact:

City and State Code compliance

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends approval of the application.

Attachments:

1. Chipotle Beer License Application

City of Twin Falls
321 2nd Avenue East
P.O. Box 2469
Twin Falls, ID 83303-2469

08/31/2017 12:00 PM

Chipote Mexican Grill #2925
000000

Alcohol & Catering Permi	
±	150.00
Total	150.00
Cash	0.00
DKR Sta 3 9494	150.00
Change	0.00

Cashier: Martine Station: BRUJ02
Receipt # 02080055



City of Twin Falls
321 Second Avenue East
P.O. Box 1907
Twin Falls, Idaho 83303

Print Form

Alcohol License

Please attach a copy of your state license

Business Name: Chipotle Mexican Grill of Kansas, LLC State License # 22401

Doing Business As: Chipotle Mexican Grill #2925

Physical Address: 687 Blue Lakes Blvd. North City, State, Zip Twin Falls, ID 83301

Legal Description of Place of Business Lot Block Subdivision See attached legal

Mailing Address: c/o Richard A. Cummings, Attorney City, State, Zip: Boise, ID 83701
P.O. Box 1545

Contact Person: Richard A. Cummings Phone # (208) 367-0722

Beer:	<i>Bottled for consumption off the premises only</i>	<i>(\$ 50.00)</i>	☐
	<i>Bottled for consumption on premises</i>	<i>(\$150.00)</i>	☒
	<i>Bottled for Draught for consumption on premises</i>	<i>(\$200.00)</i>	☐
Wine:	<i>Retailed Sales for consumption off premises only</i>	<i>(\$200.00)</i>	☐
	<i>Wine by the Drink for consumption on premises only</i>	<i>(\$200.00)</i>	☐
Liquor:	<i>Liquor license & fees cover wine license and fees</i>	<i>(\$562.50)</i>	☐

License expires June 30th

Total Fee \$ 150.00

Applicant is an: Individual ☐ Partnership ☐ Corporation ☐ LLC ☒

If a partnership, name all partners:

Name: See attached Residence: _____

Name: _____ Residence: _____

Name: _____ Residence: _____

If a corporation or association, name all officers:

Name: _____ Address: _____

Title: _____

Name: _____ Address: _____

Title: _____

Name: _____ Address: _____

Title: _____

Name: _____ Address: _____

Title: _____

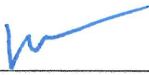
Date of incorporation or organization: 1/29/99 Place of incorporation or organization: Kansas

Principal place of business in Idaho: 687 Blue Lakes Blvd. North, Twin Falls, ID 83301

Owner of premises: Latco SC, Inc.

Name of person who will manage business of selling beer at retail: Patrick Martin

(If a partnership, all partners must sign)

Signature of applicant  Matthew Steven Ells - LLC Manager

Name: See attached Birth date: _____

Residence of applicant: _____

Length of residence in Idaho: _____

Signature of applicant _____

Name: _____ Birth date: _____

Residence of applicant: _____

Length of residence in Idaho: _____

Signature of applicant _____

Name: _____ Birth date: _____

Residence of applicant: _____

Length of residence in Idaho: _____

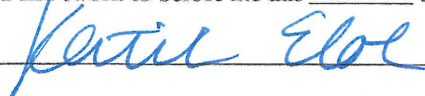
Signature of applicant _____

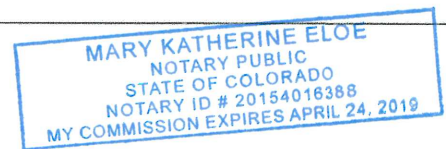
Name: _____ Birth date: _____

Residence of applicant: _____

Length of residence in Idaho: _____

Subscribed and sworn to before me this 13th day of June, 2017





Notary Public for Idaho

Residing at: 1401 Wynkoop Street, Suite 500
Denver, CO 80202

Notary Expiration Date: 4/24/19

For Questions call 208-735-7245 [Click here for the City Code \(Title 3 then Chapter 7.8, & 9\)](#)

Return completed form to: Deputy City Clerk, City of Twin Falls, 321 Second Ave. East, Twin Falls, ID 83301

CITY STAFF USE ONLY:

Approvals:

Planning and Zoning:

Yes



No _____

Comments:

special use permit granted

Police Department:

Yes



No _____

Comments:

Mark H.N.

City Clerk:

Yes

AB

No _____

Comments:

EXHIBIT A

Legal Description of Leased Premises

Parcel A

Part of SE1/4NE1/4 Section 9, Township 10 South, Range 17 East, B.M., Twin Falls County, Idaho described as:

Commencing at the NE corner of said SE1/4NE1/4 point being N01°02'00"E 1327.42 feet from the E1/4 of said Section; thence along the north line of said SE1/4NE1/4, N88°10'46"W 50.00 feet to the True Point of Beginning; thence S01°02'00"W 74.38 feet; thence N88°10'16"W 103.01 feet; thence N88°58'00"W 20.00 feet; S01°02'00"W 18.17 feet; thence N88°58'00"W 86.36 feet; thence N56°46'17"W 79.65 feet; thence S33°13'43"W 36.00 feet; N56°46'17"W 159.67 feet to the north line of said SE1/4NE1/4; thence along said north line S88°10'46"W 431.10 feet to the Point of Beginning.

Parcel Contains 0.67 Acres

State of Idaho

Cycle Tracking Number: 95778

Idaho State Police

Premise Number: 2T-22401

Retail Alcohol Beverage License

License Year: 2018

License Number: 22401

This is to certify, that
doing business as:

Chipotle Mexican Grill of Kansas LLC
Chipotle Mexican Grill #2925

is licensed to sell alcoholic beverages as stated below at:
687 Blue Lakes Blvd North, Twin Falls, Twin Falls County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor

No

Beer

Yes

\$50.00

On-premise consumption

Yes

\$0.00

Kegs to go

No

Restaurant

Yes

\$0.00

Wine by the bottle

No

Wine by the glass

No

Multipurpose arena

No

Growlers

No

TOTAL FEE: \$50.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

M. Steven Ellis, LLC Manager

CHIPOTLE MEXICAN GRILL OF KANSAS

CHIPOTLE MEXICAN GRILL #2925

P. O. BOX 1545

BOISE, ID 83704

Mailing Address

License Valid: 08/24/2017 - 06/30/2018

Expires: 06/30/2018

Director of Idaho State Police



Retail Alcohol Beverage License

THIS IS TO CERTIFY THAT Chipotle Mexican Grill of Kansas LLC

doing business as Chipotle Mexican Grill #2925

at 687 Blue Lakes Blvd North, Twin Falls, Idaho 83301

a(n) Corporation, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Twin Falls County Courthouse, Twin Falls, Idaho, dated: 14th day of November, 1958.

Draught and Bottled or Canned Beer.....	_____
Bottled or Canned Beer to be consumed on premises.....	75.00
Bottled or Canned Beer not to be consumed on premises.....	_____
Retail Liquor.....	_____
Retail Wine.....	_____
Wine by the Drink.....	_____
Special Wine (Sunday).....	_____
TOTAL FEE \$	75.00

(SEAL)

M. Steven Elk, LLC Manager
Signature of Licensee or Officer of Corporation

This License is TRANSFERABLE and EXPIRES
July 1, 1:00 a.m., 2018

Witness my hand and seal _____

Don Nell
Chairman

Becky Hunter
Vice Chairman

Becky Hunter
Commissioner

Sharon Wancaster
Deputy

Clerk of the Board of County Commissioners



Date: Monday, December 4, 2017
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Request to accept the Improvement Agreement for the purpose of developing **Temple View Subdivision No. 2.**

Time Estimate:

N/A

Background:

Prior to development, an Improvement Agreement is required. The developer is meeting that requirement with this document.

Approval Process:

Accepting the Improvement Agreement allows the developer to develop the lots. After acceptance of utilities or a financial guarantee provided to the City, the lots can be sold.

Budget Impact:

There is no significant budget impact associated with the Council's approval of this request.

Regulatory Impact:

Approval of this request will allow the applicant to proceed to develop the property.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council approve the request and authorize the Mayor to sign the Improvement Agreement.

Attachments:

1. Improvement Agreement

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this ____ day of ____, 20____, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and Gordon Greaves hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Temple View Subdivision.

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

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

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

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

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

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

W I T N E S S E T H

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

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service and roads, excluding state highways, constructed under the terms of this Agreement in any public rights-of-way

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

II.

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

a. Surety Bond

1. Accrual - The Bond shall accrue to the City covering construction, operation and maintenance of the specific public improvement.
2. Amount - the bond shall be in an amount equal to one hundred percent (100%) of the total estimated cost for completing construction of the specific public improvements, as estimated by the Developer's Engineer and approved by the City Engineer.
3. Term Length - The term length in which the bond is in force, for the duration of that phase of the project, shall be until completed and accepted by the City Engineer.
4. Bonding for Surety Company - The bond shall be with a surety company authorized to do business in the State of Idaho, acceptable to the Council.
5. The escrow agreement shall be drawn and furnished by the subdivider to the satisfaction of the Council.

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

1. Treasurer, Escrow Agent or Trust Company - A cash deposit, certified check, negotiable bond or an irrevocable bank letter of credit such surety acceptable by the Council, shall be deposited with an escrow agent or trust company.
2. Dollar Value - The dollar value of the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be equal to one hundred percent (100%) of the estimated cost of construction for the specific public improvements, as estimated by Developer's Engineer and approved by the City Engineer.
3. Escrow Time - The escrow time for the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be until all required improvements are completed and accepted by the City Engineer.
4. Progressive Payment - In the case of cash deposits or certified checks, an agreement between the City and the subdivider may provide for progressive payment out of the cash deposit or reduction of the certified check, negotiable bond or irrevocable bank letter of credit, to the extent of the cost of the completed portion of the public improvement, in accordance with a previously entered into agreement.

III.

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

- a. Prepare a master utility plan showing the location of all existing and proposed utility lines to include but not be limited to sewer, water, gas, electricity, telephone, irrigation, pressure irrigation and storm sewer.
- b. Prepare detailed plans and specifications for construction of all improvements required by this Agreement and shall include but not be limited to a complete set of construction plans, including profiles, cross-sections, specifications and other supporting data, for all required public streets, utilities and other facilities. Such construction plans shall be based on preliminary plans which have been approved with the preliminary plat, and shall be prepared in conjunction with the final plat. Construction plans are subject to approval by the responsible public agencies. All

- construction plans shall be prepared in accordance with the public agencies' standards and specifications.
- c. Perform construction surveying, staking, testing, inspection and administer the construction of all facilities required by this contract.
 - d. Submit all test reports, inspection reports, change orders and construction diaries to the City Engineer every week during the construction of the development or subdivision.
 - e. Prepare and submit an updated copy of the enclosed development and subdivision checklist to the City Engineer every week during the construction of the development or subdivision, and also upon completion of the project.
 - f. Submit to the City Engineer the final plans, and master utility plan for the City records showing any approved changes to the original plans and specifications. A permanent drawing in ink on approved transparent polyester drafting film and an electronic media copy of the plans in ACAD 2000 using City standard format shall be provided within thirty (30) days after completion of the project.
 - g. Submit a letter upon completion of construction stating that the work has been constructed in conformance to the plans and specifications, with the certification by the Developer's Engineer that improvements were constructed to the lines and grades shown.

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

The City agrees to provide asphalt pavement testing for conformance with City standards, but it shall be the responsibility of Developer's Engineer to provide all necessary quality control during construction. All tests shall be taken at a frequency based upon City of Twin Falls Standard Specifications.

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

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

IV.

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

V.

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

VI.

The Developer hereby agrees and petitions the City to annex into the corporate limits of said City, the above described real property that is contiguous with the same or becomes contiguous to said City limits. Developer agrees to annexation of said real property by the City upon the terms and conditions as shall be set forth by said City.

VII.

The Developer and the City agree that the improvements listed herein are required unless specifically waived by action of the City Council and that said improvements will be constructed on any public rights-of-way or easements approved and accepted by the City Council all as designed by the Developer's Engineer and approved by the City Engineer and in accordance with standards established by the City Engineer and that all required improvements will be completed in a timely manner. If improvements are not completed in a timely manner, the Developer shall provide an updated, current version of the developer's agreement and financial guarantee for City Council consideration.

VIII.

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

IX.

Developer agrees to pay the total extra cost of all additional materials, labor and equipment necessary to construct any streets the City requires to be wider or deeper than a standard street or any water or sewer lines the City requires to be larger than the size required to properly serve the

development. The requirement for wider and deeper streets shall be based on the City Master Street Plan. Requirements for larger water and sewer lines shall be based on the citywide sewer and water system sizing guidelines.

X.

The City shall provide no compensation for the cost of an oversize water or sewer line. In the case of water or sewer lines extended adjacent to or outside the limits of development, the Developer shall be eligible for payback from adjacent property owners pursuant to Resolution No. 1182. The Developer shall also be eligible for compensation when a private developer extends or connects to any water or sewer system previously installed by private developer, pursuant to Resolution 1651.

XI

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

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

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

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

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

The Developer shall be responsible for any damage to any existing public improvements and shall repair or replace any such damage as required by the City Engineer, during or after completion of this project.

XII.

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

PUBLIC WAYS

(a) Required Improvements

- (1) Curb, gutter and sidewalk on all public street rights-of-way.
- (2) A standard residential street thirty six feet (36') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course on all public street rights-of-way serving residential use property.
- (3) Minor residential and private streets as specified in the City of Twin Falls Standard Drawings.
- (4) A standard commercial or collector street forty eight feet (48') wide with an eleven inch (11") gravel course and three inch (3") asphaltic concrete surface course on all public street rights-of-way serving commercial use property or as a collector street. Whenever a street serves an industrial use property the City Engineer will determine the appropriate structural section.
- (5) A service-road twenty four feet (24') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course and with concrete curb-gutter or curb and valley-gutter on all public service road rights-of-way.
- (6) A sidewalk five feet (5') wide minimum on all public pedestrian rights-of-way. Four foot (4') sidewalks by special permission of the City Council are allowed by City of Twin Falls Standard Drawings for minor residential streets under certain conditions.

- (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A tract of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to arterial and collector streets. Within that tract the developer shall install landscaping six feet (6') in depth with a sprinkler system and with grass and trees behind the curb line and shall also install a five foot (5') sidewalk. The landscaping will be maintained by the city and funded through a fee added to the water bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. TFCC §10-12-4.2(O).
- (8) Street signs and traffic control devices on all public streets.
- (9) Street lights as determined by City policy for street light installation.
- (b) City Costs
 - (1) The cost of any street signs or traffic control devices installed by the City on new or existing streets.
 - (2) The cost of any required street lights (standard luminaires mounted on a wood pole). The Developer shall pay the extra cost of any decorative luminaries or poles. Prior approval will be required, and the cost of maintenance, replacement and power usage will be considered.
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

WATER SYSTEM

- (a) Required Improvements
 - (1) Pursuant to City Code Section 7-8-3, 7-8-10 and 10-12-4.2 water line and fittings six inch (6") minimum diameter that will transport a flow of water, which will satisfy fire, domestic, other water demands of the development, based upon the City water pipe sizing plan and computer water model. Water line extension shall include connection from the existing City Water System to each building site and fire hydrants and then loop back to the City System in a manner that will provide a properly functioning system approved by the City Engineer, Water Superintendent and Fire

Chief. If the development is to be constructed in phases, the water system shall be looped back to the City system during the first phase. No dead-end lines will be allowed during any phase of the project.

- (2) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City water distribution network in accordance with existing sizing guidelines.
- (3) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users or creating a critical situation in the suppression of fires.
- (4) Fire hydrant connections and fire hydrants spacing to substantially comply with the minimum standards suggested by the Fire Rating Bureau and American Water Works Association. Fire hydrants are required in all developments.
- (5) One water service line shall be constructed to each building site at the time the water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way.

During construction of the curb the letter W shall be stamped into the top or face of the curb directly in front of the water meter box. The impression shall be not less than one and one half inches (1½") high. Meters shall be grouped at adjacent side lot lines when possible or at another location if requested by the Developer and approved by the City Engineer and Water Superintendent.

Water meter boxes will not be allowed in driveway approaches. Any cost associated in relocating meters from driveway approaches will be the responsibility of the Developer or Lot Owner. Temporary address or lot number signs shall be staked at the location where the water meter box is to be installed. The City may install multiple water meters in a single water meter box.

The City will make the water line tap only after all appropriate tap fees for a Water Connection General Permit have been received and permits issued. All new water service line and connections made from existing water service mains to service any new development will be the responsibility of the

Developer. The City will make the necessary service line tap after payment of the required water connection general permit fees.

- (6) One water service line tap, meter box, and service line shall be constructed for each building connected to the City water system. It is understood and agreed that the City will make all service line taps and install all meter boxes and that the fee paid by the developer for a Water Connection General Permit will reimburse the City for such work.
- (7) It is further understood and agreed that the City will make all connections to the existing water system. The City will disinfect the new water system at the developer's expense.

(b) City Costs

- (1) None.

(c) Required Inspections

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-7-4, 7-7-11 and 10-12-4.2 a waste water collection system (eight-inch (8") minimum diameter) that will transport a flow of waste water, under conditions of maximum and minimum discharge from the development, to the existing City waste water system.
- (2) Waste water sewer lines adjacent to or internal to the development will be sized to continue the orderly expansion of the City Waste Water Collection System in accordance with existing sizing guidelines and computer sewer model.
- (3) Manholes to provide access for maintenance and cleaning of the sewer lines located at any change of grade or alignment of the sewer, at the end of each sewer and spaced not more than four hundred feet (400') apart.
- (4) During construction of the curb the letter S shall be stamped into the top or face of the curb directly in front of the sewer service line location. The impression shall be not less than one and one half inches (1½") high.

(b) City Costs

(1) None.

(c) Required Inspections and Testing

(1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

DRAINAGE SYSTEM

(a) Required Improvements

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

(2) Any catch basin, storm sewer and other sub-surface drainage facilities necessary to convey any storm run-off, originating from or traversing across the proposed development, to a point of retention, detention or discharge approved by the City Engineer, that cannot, in the City Engineer's opinion, be conveyed over the land surface without causing damage to public or private property or without being an unreasonable inconvenience or hazard to a private individual, a group of individuals or the general public.

(b) City Costs

(1) None.

(c) Required Inspections and Testing

(1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

GRAVITY IRRIGATION SYSTEM

(a) Required Improvements

(1) Any pipe, boxes or other appurtenances necessary to convey all irrigation water in underground pipe across the development and any adjacent public property. Irrigation facilities outside an established City irrigation district shall be constructed in an irrigation easement on private property except where it is necessary for irrigation water to cross the public right-of-way and all such crossings shall be perpendicular to the center line of said right-of-way unless otherwise approved by the City Engineer due to some unusual condition.

- (b) City Costs
 - (1) None.
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

PRESSURE IRRIGATION SYSTEM

- (a) Required Improvements
 - (1) Pursuant to Section 7-8-3 of the City Code, the use of the City's potable water supply as the primary source of irrigation water in all new developments shall be prohibited. For purposes of this subsection, the term "new development" means any new subdivision or PUD, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or PUD. One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be deeded to the City of Twin Falls before the filing of the final plat for use in the City's pressurized irrigation system.
 - (2) Pressure irrigations water line and fittings shall be four inch (4") minimum diameter or larger that will transport a flow of water, which will satisfy all irrigation water demands of the development, based upon the computer irrigation water model that the developer's engineer has prepared.
 - (3) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City Pressure Irrigation water distribution network in accordance with existing sizing guidelines.
 - (4) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users. One pressure irrigation water service line shall be constructed to each subdivision

lot site at the time the pressure irrigation water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way. One Pressure irrigation water service line tap, irrigation box, and service line shall be constructed for each subdivision lot connected to the City pressure irrigation water system.

- (5) The Developer shall be responsible for all costs incurred in designing and installing the pressure irrigation station. This includes the land, pumps, motors, filters, buildings, delivery system to the station from the TFCC head gate, storage pond, Supervisory Control and Data Acquisition (SCADA) system, and power to the station.
- (6) All pressure irrigation system plans must be prepared by the Developer's engineer shall be according to the City's standard specifications and drawings. Plans submitted to the City shall be signed by a Professional Engineer for review and final approval, before the City Engineer will sign the plat or approve construction plans.
- (7) The Pressure Irrigation System shall be located within easements, right of ways and/or property deeded to the City of Twin Falls.
- (b) City Cost.
 - (1) None
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

SPECIAL FEATURES

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

a) Required Improvements

b) City Costs

(1) None.

XIII.

The City and the Developer agree that the sequence of construction shall be as follows unless special approval in writing is obtained from the City Engineer:

1. Erosion and sedimentation controls.
2. Stormwater retention and detention facilities.
3. Waste water sewers and service connections.
4. Waste water manholes.
5. Storm sewers and catch basins.
6. Gravity irrigation pipes and boxes.
7. Pressure irrigation lines, service connections, etc.
8. Water lines and service connections.
9. Gas lines, power lines, telephone lines and cablevision lines.
10. Any other underground improvements that are required.
11. Sub-base preparation for public ways.
12. Gravel base course for public ways.
13. Curb-gutter, valley-gutter and sidewalk.
14. Gravel leveling course.
15. Asphalt paving.
16. Special Features.

XIV.

The Development may be phased as indicated on the attached development plan submitted by the Developer and approved by the City Engineer.

The terms of the basic agreement shall apply individually to each phase shown on the attached plan as though each phase were a separate and independent development providing each phase is begun in the sequence indicated on the development plan.

The two (2) year time limit, (indicated in Section VII of the Agreement) for completing the required improvements shall begin for each phase when the Developer sells a lot or an application or a building permit to construct a building within the phase has been received by the City.

The Developer may cease further development after completing any phase and before beginning the next phase and the basic agreement shall terminate in accordance with Section XVI, of the basic agreement for any undeveloped phases of the development originally proposed in the basic agreement.

XV.

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

XVI.

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

Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer

~~Gordon Greaves~~

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

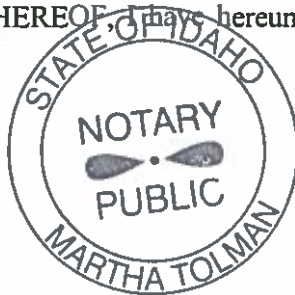
On this 3rd day of July, 2017, before me, the undersigned, a Notary Public for Idaho, personally appeared Gordon B. Greaves, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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

CORPORATION

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

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



Notary Public for Idaho
Residing at Twin Falls, Idaho

Exp 10/17/18

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

Notary Public for Idaho
Residing at Twin Falls, Idaho

PARTNERSHIP

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

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

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

Notary Public for Idaho
Residing at Twin Falls, Idaho

NOTICE OF DEVELOPER'S AGREEMENT

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

Temple View Subdivision

The Agreement imposes certain obligations upon the developer for the development of the subject property, and upon the developer's heirs, successors in interest and lawful assigns. Details of the conditions and obligations may be found by examining or photocopying the Agreement at the Office of the City Engineer, 321 2nd Avenue East, Twin Falls, Idaho 83301.

CITY OF TWIN FALLS, IDAHO

City Clerk

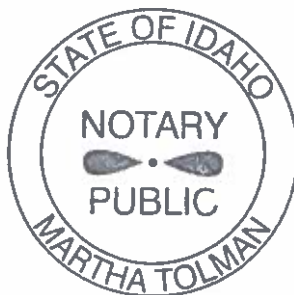
Mayor

Developer
Gordon Greaves

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

On this 3rd day of July, 2017, before me, the undersigned, a Notary Public for Idaho, personally appeared Gordon B Greaves, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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



Martha Tolman
Notary Public for Idaho
Residing at Twin Falls, Idaho
Exp 10/17/18