



Twin Falls City Council Agenda

Monday, June 4, 2018, 5:00 PM

City Council Chambers
203 Main Avenue East- Twin Falls, Idaho

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

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) CONSIDERATION OF AMENDMENTS TO AGENDA
- 4) PROCLAMATIONS
 - a) Alzheimer's and Brain Awareness Month - Request made by Danielle M. Lyda, Business Development Greater Idaho Chapter, Alzheimer's Association
- 5) GENERAL PUBLIC INPUT
- 6) CONSENT CALENDAR
 - a) Request to approve the Accounts Payable for May 21 - June 4, 2018.
Purpose: **ACTION ITEM** By: Amy Luna, Finance Administrative Assistant
 - b) Request to approve the May 21, 2018, City Council Minutes.
Purpose: **ACTION ITEM** By: Amy Luna, Finance Administrative Assistant
 - c) Request to approve Beer, Wine and Liquor License Renewal Applications for 2018/2019 year.
Purpose: **ACTION ITEM** By: Amy Luna, Finance Administrative Assistant
 - d) Request to approve the Magic Valley Youth Triathlon to be held on July 7, 2018.
Purpose: **ACTION ITEM** By: Ryan Howe, Sergeant
 - e) Request to approve the 2018 Downtown Farmer's Market.
Purpose: **ACTION ITEM** By: Justin Dimond, Sergeant
 - f) Request to hold the Twin Falls Municipal Band Concerts.
Purpose: **ACTION ITEM** By: Justin Dimond, Sergeant
 - g) Request to hold the Annual Magic Valley Refugee Day.
Purpose: **ACTION ITEM** By: Justin Dimond, Sergeant
 - h) Request to accept the Improvement Agreement for the purpose of developing Sun West Subdivision No. 1, a PUD.
Purpose: **ACTION ITEM** By: Troy Vitek, Assistant City Engineer

- i) Request to accept the Improvement Agreement for the purpose of developing **Pillar Falls Plaza Subdivision, a PUD**.
Purpose: **ACTION ITEM** By: Troy Vitek, Assistant City Engineer
- j) Request to approve a Trust Agreement for **Pillar Falls Plaza Subdivision, a PUD**, placing all Lots and Tracts in trust.
Purpose: **ACTION ITEM** By: Troy Vitek, Assistant City Engineer
- k) Request to accept the Improvement Agreement for the purpose of developing **Morning Sun Subdivision No. 10**.
Purpose: **ACTION ITEM** By: Troy Vitek, Assistant City Engineer
- l) Request to approve a Trust Agreement for **Morning Sun Subdivision No. 10**, placing all Lots and Tracts in trust.
Purpose: **ACTION ITEM** By: Troy Vitek, Assistant City Engineer
- m) Request to approve the **Final Plat** for Eldridge Commercial Condominiums 1st Amended Subdivision located at 2085 Eldridge Avenue. (App. PZ18-0023)
Purpose: **ACTION ITEM** By: Jonathan Spendlove, Planning and Zoning Director
- n) Request to approve the **Final Plat** for Morning Sun No 10 located South-East of the Stadium Blvd and Hankins Road North intersection (App. PZ18-0027).
Purpose: **ACTION ITEM** By: Jonathan Spendlove, Planning and Zoning Director
- o) Request to approve the Findings of Fact and Conclusions of Law for the following:
 - Pillar Falls Plaza, a PUD (Final Plat)
 - Sunwest Subdivision No. 1, a PUD (Final Plat)
 - Cedar Park, a PUD (PUD Amendment)
 - Brian Tanner (ZDC)
 - The Preserve, a PUD (PUD Amendment)
 Purpose: **ACTION ITEM** By: Jonathan Spendlove, Planning & Zoning Director

7) ITEMS OF CONSIDERATION

- a) Presentation on Southern Idaho Economic Development Organization (SIEDO) projects.
Purpose: **Presentation** By: Connie Stopher, Executive Director
- b) Request to adopt an Ordinance for a Zoning District Change and Zoning Map Amendment from C-1 PUD to R-6 & C-1 ZDA for property located at 2695 Addison Ave East. c/o Thad Farnham(app. 2924)
Purpose: **ACTION ITEM** By: Jonathan Spendlove, Planning & Zoning Director

8) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

9) PUBLIC HEARINGS: None

10) ADJOURNMENT TO EXECUTIVE SESSION:

- a) **Executive Session §74-206 (1)(b)** To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.

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.

*Office of the Mayor
City of Twin Falls, Idaho*

Proclamation



WHEREAS, the nation and the state of Idaho observe Alzheimer's and Brain Awareness Month during the month of June; and

WHEREAS, Alzheimer's disease, a progressive neurodegenerative brain disorder, tragically robs individuals of their memories and leads to progressive mental and physical impairments as a fatal disease; and

WHEREAS, an estimated 24,000 Idahoans and 5.4 million Americans have Alzheimer's disease; and

WHEREAS, the human cost of Alzheimer's disease is staggering; more than 81,000 Idaho family caregivers provided over 92,000,000 hours of unpaid care valued at \$1.17 million dollars in 2016; and

WHEREAS, the annual cost to our state in Medicaid was \$129 million in 2017 and that number is projected to increase by 47.8% by 2025; and

WHEREAS, in recognition of the individuals, families, friends and caregivers dealing with Alzheimer's disease, the researchers who are seeking a cause or cure; and

WHEREAS, the City of Twin Falls recognizes the efforts of the Alzheimer's Association to raise funds and promote awareness to fight Alzheimer's disease and related disorders, thereby improving the quality of human life for those living with Alzheimer's disease and their caregivers;

NOW, THEREFORE, I Shawn Barigar, Mayor of Twin Falls, proclaim the month of June

ALZHEIMER'S AND BRAIN AWARENESS MONTH

in Twin Falls, Idaho, and urge all citizens to increase their awareness of Alzheimer's disease, its effect on the brain, and the healthy life style choices they can make to reduce their risk of developing dementia.

In witness whereof, I have hereunto set my hand and cause this seal to be affixed.

Mayor Shawn Barigar

Deputy City Clerk Leila A. Sanchez

Date: June 4, 2018



Twin Falls City Council Minutes

Monday, May 21, 2018,
5:00 PM

City Council Chambers
203 Main Avenue East- Twin Falls,
Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

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

Absent: none

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Brian Pike, Deputy City Manager Mitch Humble, City Attorney Fritz Wonderlich, Deputy City Attorney Shayne Nope, Parks & Recreation Director Wendy Davis, Economic Development Director Nathan Murray, Captain Corey Beam, Utility Services Director Bill Baxter, Planning & Zoning Director Jonathan Spendlove, Finance Administrative Assistant Amy Luna,

Mayor Barigar called the meeting to order at 05:00:
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

None

4) PROCLAMATIONS: None

5) GENERAL PUBLIC INPUT

None

6) CONSENT CALENDAR MOTION:

Council member Lanting moved to approve the consent calendar as presented. Vice Mayor Boyd seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- a) Request to approve the Accounts Payable for May 15 - 21, 2018.
- b) Request to approve the May 14, 2018, City Council Minutes.

7) ITEMS OF CONSIDERATION

- a) **Request to confirm the Mayor's appointment of Tom Frank to the Airport Advisory Board. Mayor Barigar asked the City Council to confirm the appointment of Tom Frank to the Airport Advisory Board**

MOTION:

Council member Hawkins moved to confirm the appointment of Tom Frank to the Airport Advisory Board. Council member Pierce seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- b) Request to approve a cash contribution in-lieu of park land dedication for Morning Sun No. 10 Subdivision.

Parks & Recreation director Wendy Davis asked the City Council for approval of a cash contribution in-lieu of park land dedication for Morning Sun No. 10 Subdivision.

Discussion ensued on the
following: Credit Request for 8 & 9
No need for a park because the school is right
there Collection of the park in-lieu of funds

MOTION:

Council member Talkington moved to approve of a cash contribution in-lieu of park land dedication for Morning Sun No. 10 Subdivision. Council member Lantseconded the motion. Roll call vote showed all members present voted in favor of motion. 7 to 0.

- c) Request to adopt an ordinance creating City Code 8-2-15 regarding outdoor seating on public sidewalks.

Economic Development Director Murray review the ordinance creating City Code

8-2-15. Discussion ensued on the following:

Looking for tables in certain areas drawings, review of drawings, cost associated with this permit

outdoor seating impact on neighboring business

permits to be issued to the business name or

owner Time frame for the permits

City Attorney Wonderlich explained the

ordinance Follow up at end of the summer

Fencing for serving alcohol

Strictly limited to Main Street & Old Towne

Jay Waters 3rd of Twin Falls concerns with regulations, fees, marking tables if privately owned clearly,

Spencer Ulick of Twin Falls spoke in favor of the seating in downtown Twin Falls, with certain concerns such as tables are pushed out closer to the street, limiting parking if out to close to the street, ownership of the tables,

Kinsey Taylor of Twin Falls spoke in favor of the seating, keeping seating closer to the buildings, clean path for walking,

Dan Brizee of Twin Falls spoke in favor of the seating, concerned about the 5 ft set back, take into account the set up of the business, not in favor of fencing

Dale Gufton of Twin Falls spoke in favor of moving forward with some concerns about fencing, would like to see no fees involved

Terry Edwards of Jerome spoke against the ordinance, how is it enforced, sidewalk

public right away,

Discussion ensued on the

following: Safe access

Not just about the restaurants. that we have now but future also

Setback concerns

Cement pavement vs. Pavers

Success is based on cooperation of business

Business already doing this why are we looking into this ordinance, is there an issue that has arisen

What will be allowed and what won't be

allowed A2 & A3 rework

No Fences

Work with the businesses rather than adopting an ordinance and if adopted do it with a reasonable fee

City Council has asked staff to make some changes to the ordinance and re-present to the Council at a later date

- d) Update on fire stations and remodels; Programming Committee will give an update on the status of new fire stations and remodel projects.

Captain Beam presented an update on fire stations and remodels.

Discussion ensued on the following:

Thanks for thinking 30 years out on this project

Keeping all locations or one or the other

Possible locations for Station #1

Deputy City Manager Pike spoke on impact of this project

Citizen advisory committee formation

- e) Update on the current state of the recycling program and market, and discuss the next stage of the small cart pilot program.

Utility Services Director Baxter, gave an update on the current state of the recycling program and market, and discussed the next stage of the small cart pilot program.

- f) A request to authorize the purchase of approximately 1.7 acres of real property located on the east side of Hankins Rd, 325 feet north of Filer Ave.

Deputy City Manager Humble asked for authorization to purchase approximately 1.7 acres of real property located on the east side of Hankins Rd, 325 feet north of Filer Ave.

Discussion ensued on the following:

If purchased with impact fees and we don't build what happens

Is there a time limit to spend the fees

Going forward now with the PI Station or is this for the future

PI Station water dirtier this year?

MOTION:

Council member Talkington moved to approve the purchase of approximately 1.7 acres of real property located on the east side of Hankins Rd, 325 feet north of Filer Ave in the amount of \$64,239.00. Council member Pierce seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- g) Request to adopt an Ordinance for a Zoning District Change and Zoning Map Amendment from R-2 to R-2 PRO for property located at 104 Lincoln Street.(app. 2929)

Planning & Zoning Director Spendlove requested to adopt an Ordinance for a Zoning District Change and Zoning Map Amendment from R-2 to R-2 PRO for property located at 104 Lincoln Street.

MOTION:

Vice Mayor Boyd made a motion to suspend the rules and place Ordinance 2018-15 on third and final reading by title only. The motion was seconded by Councilmember Lanting. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

Finance Administrative Assistant Luna read the ordinance by title only:

ORDINANCE NO. 2018-015

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

MOTION:

Councilmember Talkington made a motion to adopt Ordinance 2018-015. Councilmember Reid seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

8) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

City Manager Rothweiler acknowledged Sharon Bryan for her 42 years of Service to the City of Twin Falls.

City Manager Rothweiler announced no meeting on May 29,2018. Next meeting will be held June 4, 2018.

9) PUBLIC HEARINGS

- a) Request to amend Cedar Park PUD # 210 to allow a planned Residential 4-plex Development on one (1) lot within the C-1 Zoned Designated area as shown on the Master Development Plan, located at the North West corner of Meadow View Lane, extended, and Addison Avenue East c/o Dave Thibault/EHM Engineers, Inc. on behalf of Summit Development EHM, Engineers, Inc. (app. 2934)

Dave Thibault/EHM Engineers, Inc. on behalf of Summit Development EHM, Engineers, Inc. asked for an amendment to Cedar Park PUD #210.

Planning & Zoning Director Spendlove gave staff report.

Open public hearing

Close public hearing

MOTION:

Council member Hawkins moved to amend Cedar Park PUD # 210 to allow a planned Residential 4-plex Development on one (1) lot within the C-1 Zoned Designated area as shown on the Master Development Plan, located at the North West corner of Meadow View Lane, extended, and Addison Avenue East with the following conditions:

1. Subject to site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable codes and standards.
2. Subject to approval by all the property owner(s) prior to recordation.
3. Subject to a signed PUD Amendment being recorded prior to any development or platting occurring on the property.

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

10) ADJOURNMENT

The meeting adjourned at 06:53: PM

Amy Luna, Finance Administrative Assistant



Date: Monday, June 4, 2018
To: Honorable Mayor and City Council
From: Amy Luna, Administrative Assistant, Finance Administrative Assistant

ACTION ITEM

Request:

Request to approve Beer, Wine and Liquor License Renewal Applications for 2018/2019 year.

Time Estimate:

5 Min

Background:

Application to sell on premise beer, wine and liquor.

Approval Process:

To approve Alcohol License Renewals

Budget Impact:

Regulatory Impact:

City and State Code Compliance

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends approval of the licenses on the condition they apply and have their State and County Licenses for 2018/2019 year.

Attachments:

1. ALCOHOL LIC LIST 2018

		BEER	BOTTLED/CAN	DRAUGHT	WINE	WINE	LIQUOR
BUSINESS NAME	ADDRESS	OFF PREM	ON PREM.	ON PREM	OFF PREM	ON PREM	
55 Windbreak	1749 Kimberly Road			X		X	X
9 Beans and a Burrito	764 Cheney Drive		X				
Addison Kicks 66	240 Addison Avenue West	X			X		
Albertson's #139	1221 Addison Avenue	X			X		
Ameritel Inn - La Quinta	539 Pole Line Road	X			X		
Ameritel-Hilton Garden Inn	1741 Harrison St		X			X	
Anchor Bistro	334 Blue Lakes Blvd N			X			X
Applebee's Neighborhood Grill & Bar	1587 Blue Lakes Blvd			X			X
Asian Food Market	404 Addison Ave West	X			X		
Big Smoke LLC #111	287 Washington Street N	X			X		
Big Smoke, LLC #110	659 Blue Lakes Blvd No	X			X		
Blaze Pizza	1925 Fillmore, Suite 100			X		X	
BLU LLC	1986 Addison Avenue East			X		X	
Bowladrome	220 Eastland Drive			X		X	
Buffalo Wild Wings	1239 Poe Line Road 303B			X		X	X
Bumpin Bernie's	139 Shoshone Street North			X		X	
Burnt Lemon Grill	1040 Shoshone			X		X	
Canyon Crest Dining & Event Center	330 Canyon Crest Drive			X		X	X
Carino's	1921 Blue Lakes Blvd N			X		X	X
Castle's Corner	1230 Blue Lakes Blvd North	X			X		
Castle's Corner - Parkview	1662 Parkview Drive	X			X		
Cheverria's LLC	850 Shoshone Street West	X	X			X	
Chili's Bar & Grill	1880 Blue Lakes Blvd No			X		X	X
Chipotle Mexican Grill #2925	687 Blue Lakes Blvd North						
Costco Wholesale Corp	731 Poleline Road	X			X		
Don Juan's Mexican Restaurant	1007 Blue Lakes Blvd		X				
Elevation 486	177 River Vista Place #102			X		X	X
Europe LLC	679 Filer Ave			X		X	
Fil-Mart 66	1612 Blue Lakes North	X			X		
Franklin United, Inc.	1992 Kimberly Road	X					
Franklin United, Inc.	322 West Addison	X					
Fred Meyer's	705 Blue Lakes Blvd	X			X		
Garibaldi's	645 Filer Avenue			X		X	X
Gerties Brick Oven Cookery	602 2nd Avenue South			X			
Guppies Hot Rod Grille	110 Main Ave North			X		X	
The Hide Out Bar	157 Washington Street			X			
Historic Ballroom	122 2nd Ave North			X			

Hometown Sports Bar & Grill	213, 223 5th Ave South			X		X	
Idaho Pizza Company	1859 Kimberly Road			X		X	
Jaker's Restaurant	1598 Blue Lakes Blvd North			X			X
Janitzio Family Mexican Restaurant	164 Main Avenue North			X		X	
Jarrito's Mexican Restaurant	565 Washington Street N		X				
KB's	1520 Fillmore St			X		X	
KB's - Main Ave	Main Avenue East						
Klover Klub Lounge, Inc.	402 Main Avenue North			X		X	X
Kwik Mart	120 Ramage Street	X			X		
LaCasita Mexican Restr.	111 South Park Avenue W		X			X	
LaFiesta Mexican Restaurant	1288 Blue Lakews Blvd N			X		X	X
Log Tavern	401 4th Avenue West			X			X
Loong Hing	1719 Kimberly Road		X			X	
Magic Bowl	340 2nd Avenue East		X				
Mandarin House	735 Blue Lakes North		X			X	
Marilyns	223 5th Ave South			X		X	X
Maverik #224	120 6th Avenue West	X			X		
Maverik #492	883 Blue Lakes Blvd	X			X		
Maxie's Pizza & Pasta	170 Blue Lakes			X		X	
Mi Pueblo Bakery LLC	449 Washington Street North	X	X				
Mi Tierra Mexican Restaurant	164 Main Avenue North			X		X	
Mia's Place	717 Main Avenue West			X		X	
Oasis Stop n Go #14	1390 Blue Lakes Blvd North	X			X		
Oasis Stop N Go #19 Poleline	688 Pole Line Road	X			X		
Oasis Stop N Go #20 Addison	108 Addison Avenue W	X			X		
Oasis Stop N Go #21	506 Blue Lakes Blvd N	X			X		
Oasis Stop N Go #26 Kimberly Rd	1509 Kimberly Rd	X			X		
Oasis Stop n Go #3	1310 Addison Avenue East	X			X		
Oasis Stop n Go #4	659 Addison Avenue E	X			X		
Oasis Stop n Go #7	2220 Addison Avenue East	X			X		
Oasis Stop n Go #8	515 Washington N	X			X		
Oasis Stop n Go #9	890 Washington South	X			X		
ODunken's	102 Main Avenue North			X		X	
Outback Steak House	1965 Blue Lakes Blvd N		X	X		X	X
Ovation Performing Arts - The Orpheum	146 Main Avenue North						
Pandora's Legacy	233 5th Avenue						
Party Center, LLC	1550 Kimberly Road	X			X		
Peking Restaurant	824 Blue Lakes Blvd North		X			X	
Petro's LLC	303 Main Avenue East						

Pioneer Club	1519 Kimberly Road			X			X
Prasai's Thai 2 Go	1563 Fillmore, Ste 1-A		X				
Prasai's Thai Cuisine	428 2nd Avenue East		X			X	
Purity Spa	2221 Addison Ave East	X	*/		X	X	
Red Lion Canyon Springs	1357 Blue Lakes Blvd North			X		X	X
Red Robin	1824 Blue Lakes Blvd						
Rock Creek	200 Addison Avenue West			X			X
Rudy's Price Hardware	147 Main Avenue West	X	X		X	X	
Sakura	562 Blue Lakes Blvd		x			x	
Scooter's	137 2nd Avenue East			X		X	
Sharis of Twin Falls	1601 Blue Lakes Blvd N		X			X	
Shopko	1649 Poleline Road	X					
Sizzler 650	719 Blue Lakes Blvd N			X		X	
Slice	132 Main Ave North			X			X
Smith's Food and Drug	1913 Addison Avenue	X			X		
St Lukes MVRMC	650 Addison Avenue West		X			X	
Stay Well, Inc	1563 Fillmore Street, Ste 2A						
Stinker Store #51	1777 Kimberly Road	X			X		
Stinker Store #54	880 Shoshone Street West	X			X		
Stinker Store #55	2259 Addison Avenue	X			X		
Stone House & Company	330 4th Avenue South			X		X	X
Stormy's	201 Hansen Street East	X					
Sushi Tokyo Japanese Restr.	1111 Blue Lakes Blvd N Ste B		X			X	
Sushi Ya	412 2nd Avenue East		X			X	
Swenmart, Inc.	115 Addison Avenue	X			X		
Swenson's	991 Washington Street South	X			X		
Target	1611 Blue Lakes Blvd N	X			X		
The Cove	496 Addison Avenue West			X		X	X
The Ground Round	2128 Kimberly Road			X		X	
The Shuffle Inn	633 2nd Avenue South			X		X	
Tomato's Italian Grill	1309 Blue Lakes Blvd N			X		X	X
Triple S Oil- Mr. Gas	911 Blue Lakes Blvd North	X			X		
Tse Restaurant	1021 Blue Lakes Blvd N		X			X	
Turf Club	734 Falls Avenue West			X		X	X
Twin Bean	144 Main Avenue South			X		X	
Twin Falls Brickhouse	516 Hansen Street South			X		X	X
Twin Falls Golf Club	545 Grandview Drive			X		X	X
Twin Falls Grocery Outlet	2318 Addison Ave E	X			X		
Twin Falls Moose Lodge #612	835 Falls Avenue		X				X

Twin Falls Sandwich Company	128 Main Avenue N			X		X	
Video Mexico	1960 Kimberly Road	X					
Von Scheidt Brewing Company	157 2nd Avenue West	X					
Wal Mart	252 Cheney Drive W	X			X		
Wal Mart Fuel Station	1617 Washington Street B	X			X		
Walgreens #07277	306 Blue Lakes Blvd	X			X		
Walgreens #12286	1532 Washington Street N	X			X		
Winco Food #30	1569 Blue Lakes Blvd North		X			X	
Wok n Grill Restaurant	1188 Blue Lakes North			X		X	
Wormo's Rack'em & Crack'em	1532 Kimberly Road			X		X	X
Yellow Brick Café	136 Main Avenue North			X		X	



Date: Monday, June 4, 2018
To: Honorable Mayor and City Council
From: Ryan Howe, Sergeant

ACTION ITEM

Request:

Request to approve the Magic Valley Youth Triathlon to be held on July 7, 2018.

Time Estimate:

Staff recommends that this item be placed on the Consent Calendar.

Background:

Donna Bywater, on behalf of the YMCA of Twin Falls, has submitted a Special Event Application for the 4th Annual Magic Valley Youth Triathlon. The goal of the event is to expose youth to a lifelong sports discipline and to enhance the healthy activity options of the Magic Valley.

The event will host athletes in the first through sixth grades and will consist of three consecutive events: Swim, Bike and Run. Flyers will be sent out to area schools to be delivered to students.

The swim will occur at the Twin Falls YMCA and will begin at 10:00 a.m., followed immediately by a two-mile bike ride which will begin in the parking lot of the YMCA, go west on Elizabeth Boulevard, north on Maurice Street, east on 9th Avenue East, south on Morningside Drive, and west on Elizabeth Boulevard back to the YMCA. Participants will make two laps on this route. The run will be on the YMCA property. There will be two heats for the event based on grade. The fourth, fifth and sixth graders will go first, followed by the first, second and third graders.

With the safety of the bicyclists in mind, the side portion of the roadway along the bike route will be blocked with cones and volunteers will be strategically placed along the route to insure racer safety and to direct traffic around the event.

Event organizers are anticipating a crowd of approximately 400 people. There is also a staff of five and a team of 20 volunteers.

An application has been submitted asking for a dedicated rig from the Magic Valley Paramedics. There will be a first aid station, lost child area, and staff trained in first aid and CPR.

Approval Process:

Consent of the City Council

Budget Impact:

This event will not impact the budget.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

This Special Event Application has been approved by several relevant City Staff members and the Twin Falls Police Department Staff. It is recommended that this request be approved by the City Council as presented.

Attachments:

None



Date: Monday, June 4, 2018
To: Honorable Mayor and City Council
From: Justin Dimond, Sergeant

ACTION ITEM

Request:

Request to approve the 2018 Downtown Farmer's Market.

Time Estimate:

Staff requests that this item be placed on the Consent Calendar.

Background:

Ken Fitzgerald, representing the downtown merchants, has submitted a Special Event Application requesting to hold the Downtown Farmer's Market in the 100 Block of Main Avenue North/West. The Downtown Farmer's Market is scheduled to take place every Saturday morning from June 16, 2018, through October 6, 2018. The hours will be 9:00 a.m. to 1:00 p.m.

There will be multiple activities associated with this weekly event. There will be vendors set up in the parking spaces in the 100 Block of Main Avenue. These vendors will be selling food and other items, to include crafts, art, apparel, furnishings, etc. The vendors will be required to pay an entry fee to help cover the expenses of the event. Businesses on Main Avenue will utilize the sidewalk to sell merchandise. As with other farmer's markets, there will also be fruits, vegetables, produce, meat, and dairy products for sale by local farmers.

This event will have entertainment with amplified sound. The entertainment will include sidewalk musicians and, on occasion, live bands. There will also be family friendly activities such as bounce houses, a children's train, and kids' movies being shown at the Orpheum Theater.

There has been an acceptable plan submitted for dealing with trash generated by this event. This plan includes the use of additional trash receptacles and the placement of portable toilets on Main Avenue. The organizers may be required to modify this plan at any time at the request of the City of Twin Falls.

Downtown business owners impacted by this event have been notified and encouraged to participate. The organizers have received written approval from each individual business in the 100 Block of Main Avenue North/West.

This event will require the closure of the 100 Block of Main Avenue North/West every Saturday throughout the summer. It should be noted that it will prohibit any other activities in this location on Saturday mornings; however, there have not been any Saturday morning events involving this location, during this time frame, in the previous two years.

Approval Process:

Consent of the Council

Budget Impact:

There is no budgetary impact associated with this event.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Relevant City Staff members have reviewed this Special Event Application request. Based on the information provided, Staff recommends that this event be approved.

The Twin Falls Police Department Staff recommends that the on-duty Patrol Supervisor be given the authority to order the event organizers to mitigate the sound of amplified music. If there are continued noise complaints and non-compliance, the on-duty Patrol Supervisor shall have the authority to terminate the event.

Attachments:

None



Date: Monday, June 4, 2018
To: Honorable Mayor and City Council
From: Justin Dimond, Sergeant

ACTION ITEM

Request:

Request to hold the Twin Falls Municipal Band Concerts.

Time Estimate:

Staff recommends that this item be placed on the Consent Calendar.

Background:

Sandra Hacking, President of the Twin Falls Municipal Band, has submitted a Special Event Application requesting to hold the Twin Falls Municipal Band Concerts. The Twin Falls Municipal Band traditionally holds ten (10) summer concerts in the band shell located at the Twin Falls City Park. This year, they are once again requesting to hold these concerts on Thursday evenings from 8:00 p.m. to 9:30 p.m. The concerts will run from June 7, 2018, through August 2, 2018.

The Municipal Band will also be performing on the campus of the College of Southern Idaho as part of the Fourth of July festivities.

The projected attendance for the concerts is 400 to 1,000 people each night. This estimate is based on past years' attendance.

Approval Process:

Consent of the Council

Budget Impact:

Twin Falls Police Department Staff does not feel there is a need for the Department to provide security. Therefore, there is no budget impact.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Twin Falls Police Department Staff and several relevant City Staff members have approved this application request. Staff recommends that the City Council approve the Special Event Application based

on the information provided.

Attachments:

None



Date: Monday, June 4, 2018
To: Honorable Mayor and City Council
From: Justin Dimond, Sergeant

ACTION ITEM

Request:

Request to hold the Annual Magic Valley Refugee Day.

Time Estimate:

Staff recommends that this item be placed on the Consent Calendar.

Background:

Tara McFarland, representing the College of Southern Idaho Refugee Programs, has submitted a Special Event Application requesting to hold the 9th Annual Magic Valley Refugee Day. This event will take place at the Twin Falls City Park on Friday, June 15, 2018, from 6:00 p.m. to 8:00 p.m.

This event is intended as a community event to invite the citizens of Twin Falls to meet the members of our refugee community. This event will help people learn about the refugee community and their cultures and customs. There will be free cultural food for the public to sample and performances by refugees in the band shell.

There will be amplified sound in the form of a public address system. There will also be music for performances in the band shell.

Based on previous years, the anticipated attendance at this event is 300 to 400 people.

No alcohol will be served at this event.

Approval Process:

Consent of the Council

Budget Impact:

Twin Falls Police Department Staff does not feel there is a need for the Department to provide security. Therefore, there is no budget impact.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Twin Falls Police Department Staff and several relevant City Staff members have approved this application request. Staff recommends that the City Council approve the Special Event Application based on the information provided.

Attachments:

None



Date: Monday, June 4, 2018
To: Honorable Mayor and City Council
From: Troy Vitek, Assitant City Engineer

ACTION ITEM

Request:

Request to accept the Improvement Agreement for the purpose of developing Sun West Subdivision No. 1, a PUD.

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. Sun West Subd No 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 BCM&W, FLP By: BCM&W LLC & KLS&M FLP By: KLS&M LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development SUN WEST 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: COMMERCIAL.

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^{EXISTING IN THE DEVELOPMENT} 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 with in 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 ImprovementsNONEb) 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
BCM&W FLP
By: BCM&W LLC
Its: General Partner

By: *G. Williams*
Its: Managing Member

KLS&M FLP
By: KLS&M LLC
Its: General Partner

By: *Linda A. Miller*
Its: Managing Member

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

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

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

Notary Public for Idaho
Residing at Twin Falls, Idaho

CORPORATION

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

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

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

Notary Public for Idaho
Residing at Twin Falls, Idaho

PARTNERSHIP

STATE OF IDAHO)

)ss.

County of Twin Falls)

On this 2nd day of March, 2016, before me, the undersigned, a Notary Public for Idaho, personally appeared Gary J. Williams, known or identified to me (or proved to me on the oath of _____) to be one of the partners in the partnership of BCM4W LLC, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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



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

PARTNERSHIP

STATE OF IDAHO)

)ss.

County of Twin Falls)

On this 2nd day of March, 2016, before me, the undersigned, a Notary Public for Idaho, personally appeared Linda S Wills, known or identified to me (or proved to me on the oath of _____) to be one of the partners in the partnership of KLS & M LLC, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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



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

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:

SUN WEST 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
BCM&W FLP
By: BCM&W LLC
Its: General Partner

By: [Signature]
Its: Managing Member

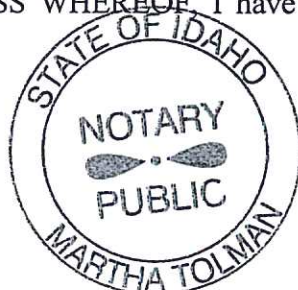
KLS&M FLP
By: KLS&M LLC
Its: General Partner

By: [Signature]
Its: Managing Member

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

On this 2nd day of March, 2016, before me, the undersigned, a Notary Public for Idaho, personally appeared Gary J Williams, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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



[Signature]
Notary Public for Idaho
Residing at Twin Falls, Idaho
exp 10/17/18

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

On this 2nd day of March, 2016, before me, the undersigned, a Notary Public for Idaho, personally appeared Linda S Wills, 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



Date: Monday, June 4, 2018
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

ACTION ITEM

Request:

Request to accept the Improvement Agreement for the purpose of developing **Pillar Falls Plaza Subdivision, a PUD.**

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 - Pillar Falls Plaza

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 John Reitsma _____ hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Pillar Falls Plaza, a PUD.

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: Commercial and 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 luminaires 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 with in 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

~~All interior roads are Private.~~

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:

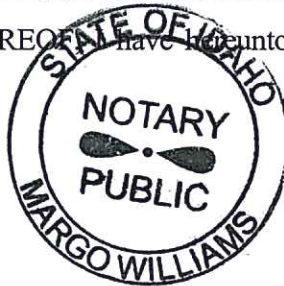
CITY OF TWIN FALLS, IDAHO

City Clerk_____
MayorDeveloper
John Reitsma


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

On this 17th day of July, 2017, before me, the undersigned, a Notary Public for Idaho, personally appeared John Reitsma, 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.



Margo Williams
Notary Public for Idaho
Residing at Twin Falls, Idaho
Expires: 9-1-2018

CORPORATION

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

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

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

Notary Public for Idaho
Residing 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:

Pillar Falls Plaza, a PUD

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
John Reitsma

[Handwritten Signature]

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

On this 17th day of July, 2017, before me, the undersigned, a Notary Public for Idaho, personally appeared John Reitsma, 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.



Margo Williams
Notary Public for Idaho
Residing at Twin Falls, Idaho



Date: Monday, June 4, 2018
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

ACTION ITEM

Request:

Request to approve a Trust Agreement for **Pillar Falls Plaza Subdivision, a PUD**, placing all Lots and Tracts in trust.

Time Estimate:

N/A

Background:

The **Pillar Falls Plaza Subdivision, a PUD** is located on the north side of Pole Line Road East where Eastland Drive North intersects with Pole Line Road East. The developer is requesting to place the aforementioned lots in trust in lieu of constructing the improvements or providing a financial guarantee.

Approval Process:

N/A

Budget Impact:

None

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council accept the agreement and authorize the Mayor to sign.

Attachments:

1. Trust Agreement - Pillar Falls Plaza
2. Pillar Falls Plaza - Final Plat
3. Aerial Image - Pillar Falls Plaza

TRUST AGREEMENT

TRUST AGREEMENT (“AGREEMENT”) is made and entered into this ____ day of _____, 2017, by and between **JOHN REITSMA**, a single person, (“**TRUSTOR**”) and **TITLEONE CORPORATION** (“**TRUSTEE**”) and the **CITY OF TWIN FALLS, IDAHO** (“**THIRD PARTY BENEFICIARY**”) and is made subject to the following provisions:

1. **DECLARATIONS**: Trustor is the owner of real property described on Exhibit A attached hereto and incorporated herein by reference (“**PROPERTY**”).

2. **INTENT**: It is the desire and intent of the Trustor to arrange, by and through this Agreement for the orderly development and the sale of the Property, in a manner that is conducive to achieve full compliant with applicable rules and regulations of Twin Falls County Idaho.

3. **PURPOSE**: In order to accomplish the intent of the Trustor it is necessary to place the Property in Trust as security for the City of Twin Falls, Idaho.

NOW THEREFORE it is agreed between the parties:

4. **CONVEYANCE**: Upon the execution of this Agreement, the Trustor agrees to execute and deliver to Trustee a Warranty Deed conveying to the Trustee, in Trust, to be held solely for the benefit of the Trustor and the Thirty Party Beneficiary, that property described on Exhibit A attached hereto and made a part hereof by reference.

5. **TRUSTEE**: The Trustee shall hold title to the Property in Trust for the benefit of the Trustor and the Third Party Beneficiary under the terms hereof, and the title of the

Property shall be and shall remain good and marketable and free of defects, liens, conditions or encumbrances of any kind or nature other than those appearing of record in the office of the Twin Falls County Recorder and the conditions of Phase Control Development Notice for the Property, a copy of which is attached hereto as Exhibit B or those which are placed on the Property with the prior consent of the Trustee. The Trustee shall not convey, transfer or encumber all or any interest in the Property save and except as hereinafter provided.

6. **PURPOSE OF THE AGREEMENT:** It is understood and agreed that the purpose of this Agreement is to provide Trustor with a convenient means of subdividing, developing and selling the Property. It shall be the entire responsibility of the Trustor to effect such developing, subdividing and selling of the Property and to provide whatever subdivision plat it may desire and to pay all costs and expenses of said developing, subdividing and selling and Trustee shall have no liability for any costs or expenses therefore or for any claim, damage, loss or liability sustained to the Property or Trustor or to any other person or persons in connection with said matter, save and except to the extent caused by Trustee's failure or refusal to comply with the terms and conditions of this Agreement.

7. **CONVEYANCE BY TRUSTOR:** The Trustor may, as it desires from time to time, sell all or portions of the Property subject to the following conditions:

7.1 To instruct the Trustee to make the conveyance to persons designated by the Trustor by a good and sufficient Fiduciary Deed; and

7.2 The Trustee has in its position a duly executed copy of consent from the City of Twin Falls, Idaho.

It shall be the responsibility of the Trustor to obtain the consent, if any, by the City of Twin Falls, Idaho and to pay the Trustee the costs of an Owner's Title Policy and any costs and expenses incurred by the Trustee under this Agreement.

8. **TERM:** It is agreed that the term of this Agreement shall expire when all of the Lots have been conveyed by the Trustee pursuant to written instruction of the Trustor and consent of the City of Twin Falls, Idaho.

9. **AMENDMENT:** It is agreed this Trust Agreement may not be revoked or amended without the prior written approval of the Trustor and the City of Twin Falls, Idaho. If the Trustee is presented with written notice of termination by both the Trustor and the City of Twin Falls, Idaho and the payment from the Trustor of all reasonable out of pocket costs and expenses incurred by the Trustee in connection with this Agreement, if any, the Trustee shall immediately reconvey to the Trustor the remaining part of the Property and thereafter no party hereto shall have any further liability to the other in connection to the Property or under the terms of this Agreement.

10. **INDEMNITY:** Trustor agrees to indemnify and save harmless the Trustee from all claims, demands, judgments, costs, expenses and reasonable attorney fees and other obligation or liability of any kind or nature that the Trustee may for any reason suffer, incur or expend by reason of this Trust Agreement or in the administration thereof other than as a result of Trustee's misconduct, breach of this Agreement or willful neglect.

11. **BINDING EFFECT:** This Agreement shall be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF this Trust Agreement has been executed.

DATED this 17th day of July, 2017.

TRUSTOR


JOHN REITSMA

DATED this 17th day of July, 2017.

TRUSTEE

TITLEONE CORPORATION

By 
Title: VP MW

DATED this _____ day of _____, 2017.

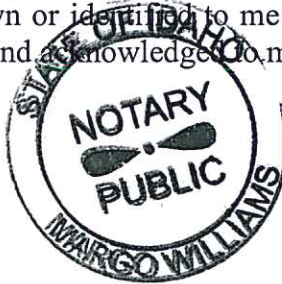
THIRD PARTY BENEFICIARY

CITY OF TWIN FALLS, IDAHO

By _____
Title: _____

STATE OF IDAHO)
) ss
County of Twin Falls)

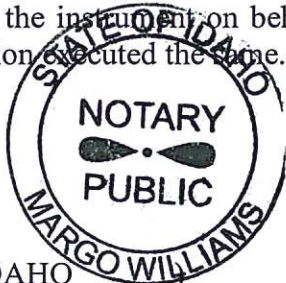
On this 17th day of July, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **JOHN REITSMA**, a single person, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Margo Williams
Notary Public for Idaho
Residing at: Twin Falls
Comm. Exp.: 9-1-2018

STATE OF IDAHO)
) ss
County of Twin Falls)

On this 17th day of July, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Jason Vickrey, known or identified to me to be the Vice President of **TITLEONE CORPORATION**, 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.



Margo Williams
Notary Public for Idaho
Residing at: Twin Falls
Comm. Exp.: 9-1-2018

STATE OF IDAHO)
) ss
County of Twin Falls)

On this _____ day of _____, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ for the **CITY OF TWIN FALLS, IDAHO**, and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that _____ executed the same on behalf of the City of Twin Falls, Idaho.

Notary Public for Idaho
Residing at: _____
Comm. Exp.: _____

(TitleOne/CityofTwinFallsTrustAgreement.doc)

EXHIBIT A
(Real Property)

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25,
& 26, Block 1 and Tract A, Block 1, of

PILLAR FALLS PLAZA, A PUD

A Re-Subdivision and Re-Numbering of
Lots 1-7 & Tract C, Block 1
Pillar Falls Subdivision No. 1
and a portion of
Gov't Lots 6 & 18, Section 34
Township 9 South, Range 17 East Boise Meridian,
Twin Falls County, Idaho

Recorded in Book ____ of Plats, page ____, records of Twin Falls County,
Idaho, on the ____ day of _____, 2017, as

Instrument No. _____.

EXHIBIT B

(Phase Control Development Notice)

PHASE CONTROL DEVELOPMENT NOTICE

THIS NOTICE prohibits the conveyance of the property described on Exhibit A attached hereto and incorporated herein by reference, until such time as the Trust Agreement between the City of Twin Falls, Idaho, and the Developer is recorded designating the real estate is approved for conveyance.

TITLEONE CORPORATION will hold the Deed to all undeveloped lots in Escrow with instructions to convey only those lots covered by the recorded Trust Agreement.

The real property subject to this Notice is described on Exhibit A attached hereto and incorporated herein by reference.

DATED this 17th day of July, 2017.

DEVELOPER


JOHN REITSMA

DATED this 17th day of July, 2017.

TITLEONE CORPORATION

By 

Title: VP MV

STATE OF IDAHO)
) ss
County of Twin Falls)

On this 17th day of July, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **JOHN REITSMA**, a single person, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Margo Williams
Notary Public for Idaho
Residing at: Twin Falls
Comm. Exp.: 9-1-2018

STATE OF IDAHO)
) ss
County of Twin Falls)

On this 17th day of July, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Jason Wickrey, known or identified to me to be the Vice President of **TITLEONE CORPORATION**, 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.



Margo Williams
Notary Public for Idaho
Residing at: Twin Falls
Comm. Exp.: 9-1-2018

(TitleOne/CityofTwinFallsDevelopment.doc)

EXHIBIT A

(to Phase Control Development Notice)

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

& 26, Block 1 and Tract A, Block 1, of

PILLAR FALLS PLAZA, A PUD

A Re-Subdivision and Re-Numbering of

Lots 1-7 & Tract C, Block 1

Pillar Falls Subdivision No. 1

and a portion of

Gov't Lots 6 & 18, Section 34

Township 9 South, Range 17 East Boise Meridian,

Twin Falls County, Idaho

Recorded in Book ____ of Plats, page ____, records of Twin Falls County,
Idaho, on the ____ day of _____, 2017, as

Instrument No. _____.

PHASE CONTROL DEVELOPMENT NOTICE

THIS NOTICE prohibits the conveyance of the property described on Exhibit A attached hereto and incorporated herein by reference, until such time as the Trust Agreement between the City of Twin Falls, Idaho, and the Developer is recorded designating the real estate is approved for conveyance.

TITLEONE CORPORATION will hold the Deed to all undeveloped lots in Escrow with instructions to convey only those lots covered by the recorded Trust Agreement.

The real property subject to this Notice is described on Exhibit A attached hereto and incorporated herein by reference.

DATED this 17th day of July, 2017.

DEVELOPER


JOHN REITSMA

DATED this 17th day of July, 2017.

TITLEONE CORPORATION

By 
Title: VP MV

STATE OF IDAHO)
) ss
County of Twin Falls)

On this 17th day of July, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **JOHN REITSMA**, a single person, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Margo Williams
Notary Public for Idaho
Residing at: Twin Falls
Comm. Exp.: 9-1-2018

STATE OF IDAHO)
) ss
County of Twin Falls)

On this 17th day of July, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Jason Vickrey, known or identified to me to be the Vice President of **TITLEONE CORPORATION**, 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.



Margo Williams
Notary Public for Idaho
Residing at: Twin Falls
Comm. Exp.: 9-1-2018

(TitleOne/CityofTwinFallsDevelopment.doc)

EXHIBIT A

(to Phase Control Development Notice)

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

& 26, Block 1 and Tract A, Block 1, of

PILLAR FALLS PLAZA, A PUD

A Re-Subdivision and Re-Numbering of

Lots 1-7 & Tract C, Block 1

Pillar Falls Subdivision No. 1

and a portion of

Gov't Lots 6 & 18, Section 34

Township 9 South, Range 17 East Boise Meridian,

Twin Falls County, Idaho

Recorded in Book ____ of Plats, page ____, records of Twin Falls County,
Idaho, on the ____ day of _____, 2017, as

Instrument No. _____.

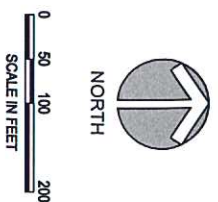
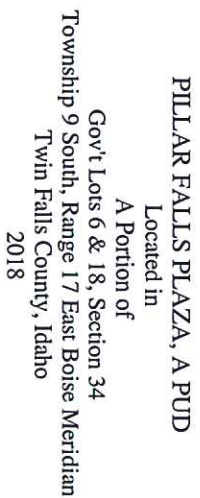
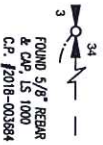
1. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME IF INSTANCE OF THE BUILDING PERMIT OR AS SPECIFICALLY APPROVED AND/OR REQUIRED.
2. TRACT A IS HEREBY DESIGNATED AS RETENTION AREA TO BE OWNED AND MAINTAINED BY A BUSINESS OWNERS ASSOCIATION.
3. NO LOTS IN THIS SUBDIVISION SHALL HAVE DIRECT ACCESS TO POLE LINE ROAD EAST.
4. A CROSS-USE AGREEMENT SHALL BE RECORDED FOR ACCESS PARKING, STORM WATER DRAINAGE & PUBLIC UTILITIES.

SURVEY BOUNDARY LINE
SECTION LINE
EASEMENT LINE
ADJACENT PROPERTY LINE
PLANTED LOT LINE

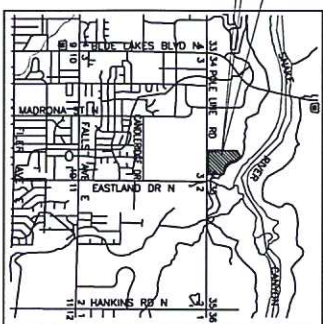
Survey References	Deed References
(1) PILLAR FALLS SUBD. NO. 1 #2009-017099 - A PORTION	#2016-002999 #2016-019134

Monument Certification

- A) UTILITY EASEMENT
- B) UTILITY & ACCESS EASEMENT
- C) UTILITY & BIKE PATH EASEMENT
- D) UTILITY & IRRIGATION EASEMENT
- E) EXISTING EASEMENT PER INST. #2009-016660
- F) EXISTING EASEMENT FOR BIKE, PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION PURPOSES PER INST. # 2009-016661



Sheet List Table	
Sheet Number	Sheet Title
1 OF 5	PLAY FACE SHEET 1
2 OF 5	PLAY FACE SHEET 2
3 OF 5	PLAY FACE SHEET 3
4 OF 5	CERTIFICATE OF OWNERS
5 OF 5	ACKNOWLEDGEMENTS



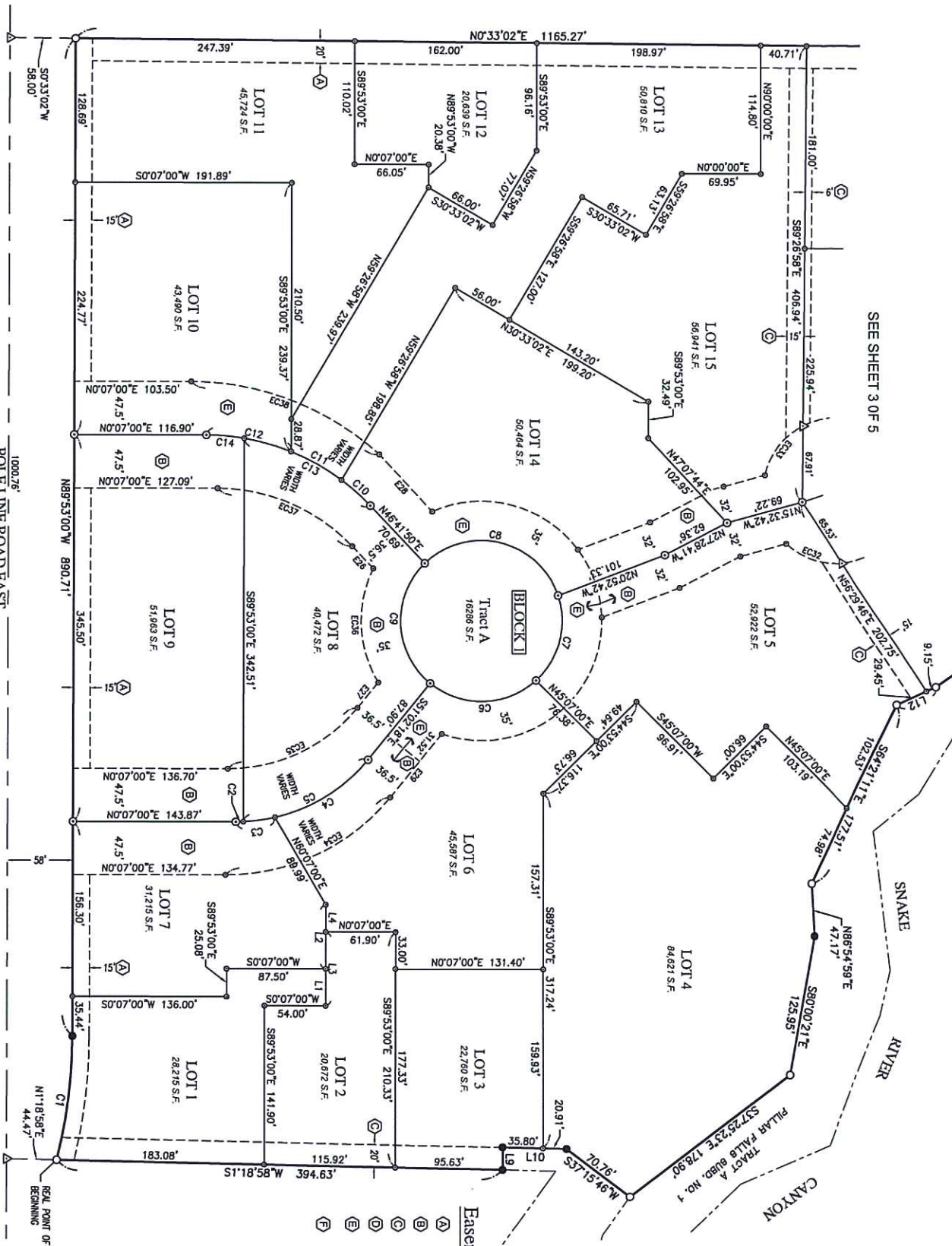
n.t.s

13 SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON THE STATE OF IDAHO, DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. BUTLER IS CAUTIONED AT THE TIME OF THIS APPROVAL, NO DRINKING WATER, OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES ARE CONSTRUCTED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ASSURANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED."

DATE: _____



SEE SHEET 3 OF 5



Easement Key

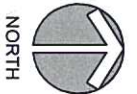
- (A) UTILITY EASEMENT
- (B) UTILITY & ACCESS EASEMENT
- (C) UTILITY & BIKE PATH EASEMENT
- (D) UTILITY & IRRIGATION EASEMENT
- (E) EXISTING EASEMENT PER INST. #2009-016660
- (F) EXISTING EASEMENT FOR BIKE, PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION PURPOSES PER INST. # 2009-016661

0 30 60 120
SCALE IN FEET

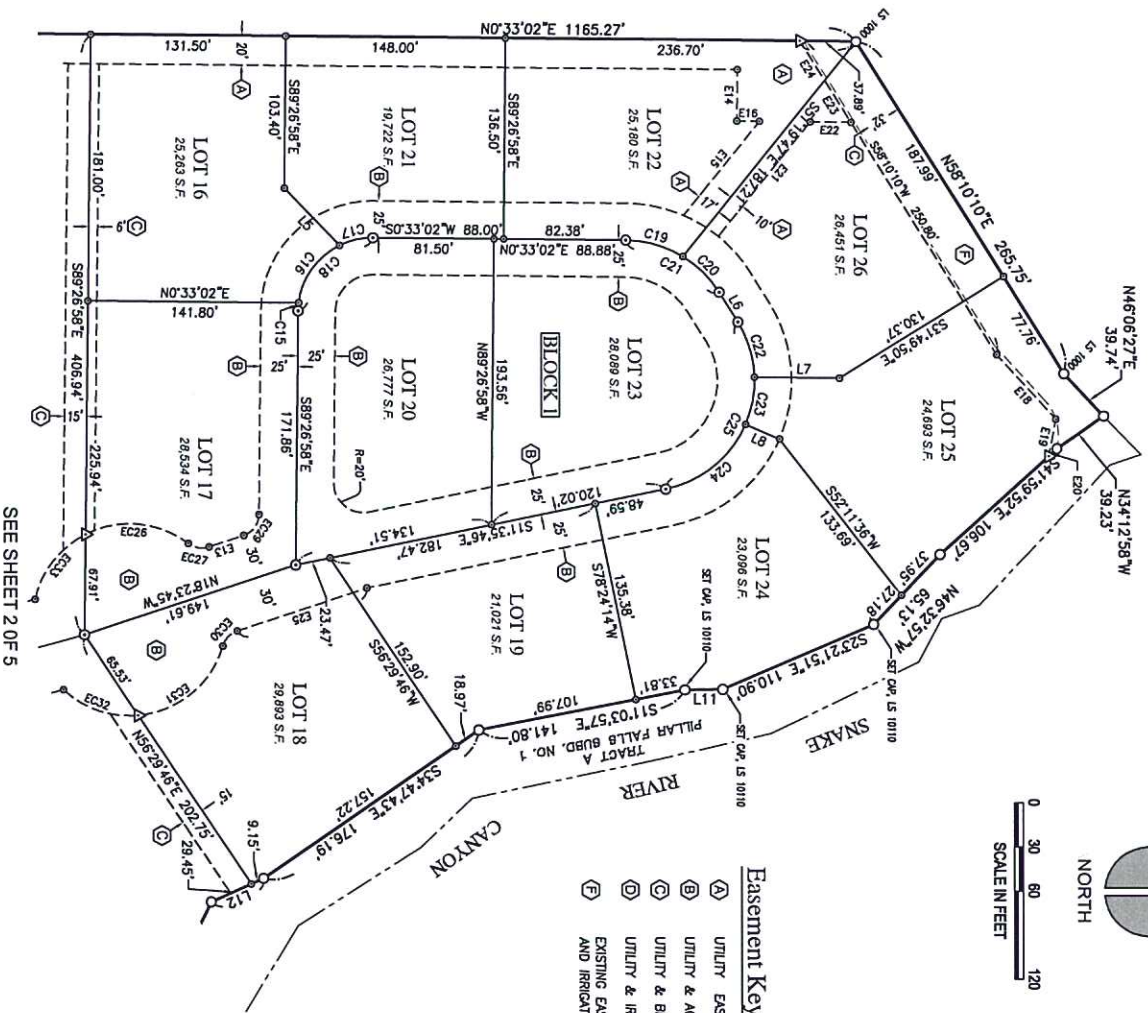


EHM Engineers, Inc.





0 30 60 120
SCALE IN FEET



Line Table

LINE #	BEARING	DISTANCE
L1	N89°53'00"W	33.00'
L2	N89°53'00"W	57.34'
L3	N89°53'00"W	66.00'
L4	N89°53'00"W	24.34'
L5	N46°18'16"E	53.69'
L6	S58°10'21"W	23.66'
L7	N0°33'02"E	57.28'
L8	S23°22'16"W	25.00'
L9	S89°53'00"E	20.11'
L10	S1°15'15"W	56.71'
L11	S0°48'08"E	25.38'
L12	S24°24'14"E	38.60'

Easement Key

- A UTILITY & ACCESS EASEMENT
- B UTILITY & BIKE PATH EASEMENT
- C UTILITY & IRRIGATION EASEMENT
- D EXISTING EASEMENT FOR BIKE, PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION PURPOSES PER NCT. # 2009-016661
- E
- F

Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	1°58'04"	458.00'	111.65'	111.38'	56.10'	N82°53'58"W
C2	2°31'45"	150.00'	6.62'	6.62'	3.31'	N1°08'53"W
C3	1°32'08"	150.00'	34.95'	34.87'	17.55'	N6°33'29"W
C4	3°48'20"	150.00'	98.98'	97.19'	51.56'	N32°08'08"W
C5	48°37'33"	150.00'	127.31'	123.52'	67.77'	N26°43'32"W
C6	81°41'27"	72.00'	102.66'	94.18'	62.25'	N1°39'00"W
C7	65°58'42"	72.00'	82.93'	78.42'	46.75'	N75°29'34"W
C8	115°53'39"	72.00'	145.64'	122.05'	114.59'	S13°33'45"W
C9	96°25'12"	72.00'	121.16'	107.37'	80.56'	N87°24'20"E
C10	9°47'55"	200.00'	34.20'	34.16'	17.14'	S41°47'52"W
C11	1°45'42"	200.00'	51.53'	51.39'	25.91'	S29°31'03"W
C12	22°01'12"	200.00'	76.86'	76.39'	38.91'	S11°07'36"W
C13	36°54'41"	200.00'	128.64'	126.63'	66.75'	S28°14'29"W
C14	9°40'08"	200.00'	33.75'	33.71'	16.92'	S4°57'04"W
C15	6°18'55"	50.00'	5.51'	5.51'	2.76'	S86°17'30"E
C16	56°53'46"	50.00'	49.65'	47.64'	27.09'	S54°41'10"E
C17	26°47'19"	50.00'	23.38'	23.17'	11.91'	S12°50'37"E
C18	90°00'00"	50.00'	78.54'	70.71'	50.00'	S44°28'56"E
C19	31°06'25"	75.00'	40.72'	40.22'	20.87'	S16°06'14"W
C20	26°30'54"	75.00'	34.71'	34.40'	17.67'	S44°54'54"W
C21	5°37'19"	75.00'	75.43'	72.29'	41.25'	S29°21'41"W
C22	30°09'20"	75.00'	39.47'	39.02'	20.21'	S73°15'01"W
C23	25°02'35"	75.00'	32.78'	32.52'	16.66'	N79°09'01"W
C24	55°01'58"	75.00'	72.04'	69.30'	39.07'	N39°08'45"W
C25	110°13'53"	75.00'	144.29'	123.05'	107.57'	N65°42'43"W

Easement Line Table

LINE #	BEARING	DISTANCE
E13	S18°23'45"E	24.62'
E14	N89°26'58"W	35.00'
E15	N51°19'47"W	81.88'
E16	N0°33'02"E	15.24'
E17	S88°42'20"E	14.80'
E18	S47°28'33"W	59.51'
E19	N76°40'43"W	25.50'
E20	S41°59'52"E	7.61'
E21	N51°19'47"W	99.59'
E22	N0°33'02"E	27.43'
E23	S56°10'10"W	33.50'
E24	S58°10'10"W	31.62'
E25	N18°23'45"W	91.91'
E26	S46°41'50"W	27.24'
E27	S51°02'18"E	29.27'
E28	N47°12'09"E	69.16'
E29	S51°02'18"E	73.09'

Easement Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
EC26	64°34'34"	65.00'	73.26'	69.44'	41.07'	S5°05'14"W
EC27	55°46'16"	15.00'	14.60'	14.03'	7.94'	S9°29'23"W
EC29	71°03'13"	15.00'	18.60'	17.43'	10.71'	S53°55'21"E
EC30	55°46'16"	15.00'	14.60'	14.03'	7.94'	N46°16'53"W
EC31	69°02'29"	65.00'	78.32'	73.67'	44.71'	N35°38'46"W
EC32	48°27'48"	65.00'	54.98'	53.36'	29.26'	N19°08'22"E
EC33	50°27'04"	65.00'	57.23'	55.40'	30.62'	S52°25'35"E
EC34	51°09'18"	187.00'	166.96'	161.47'	89.51'	N25°27'39"W
EC35	51°09'18"	147.00'	131.25'	126.53'	70.56'	N25°27'39"W
EC36	56°54'05"	107.00'	106.26'	101.95'	57.98'	N87°31'30"E
EC37	46°34'50"	164.00'	133.33'	129.69'	70.60'	S23°24'25"W
EC38	42°19'49"	247.50'	182.85'	178.72'	95.83'	S21°16'55"W

CERTIFICATE OF OWNERS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OR REPRESENTATIVE OF THE OWNERS IN FEE SIMPLE OF THE FOLLOWING DESCRIBED PROPERTY, LOCATED IN A PORTION OF GOVERNMENT LOT 6 AND LOT 18 OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO. SAID PROPERTY BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 34, SAID CORNER LIES SOUTH 89°53'00" EAST 2844.96 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 34 AS SHOWN ON TWA CERTAIN RECORD OF SURVEY RECORDED DECEMBER 4, 2008 AS INSTRUMENT NO. 2008-023545, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF TWIN FALLS COUNTY;

THENCE, NORTH 89°53'00" WEST 283.90 FEET ALONG THE SOUTH BOUNDARY OF SAID SECTION 34 TO THE SOUTHEAST CORNER OF SAID RECORD OF SURVEY;

THENCE, LEAVING SAID SOUTH BOUNDARY, NORTH 01°16'58" EAST 44.47 FEET ALONG THE EAST BOUNDARY OF SAID RECORD OF SURVEY TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF POLE LINE ROAD EAST AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PILLAR FALLS SUBDIVISION NO. 1", RECORDED JULY 27, 2009 AS INSTRUMENT NO. 2009-017099, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF TWIN FALLS COUNTY AND BEING THE REAL POINT OF BEGINNING;

THENCE, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 89°53'00" WEST 890.71 FEET TO A POINT ON THE WEST BOUNDARY OF SAID RECORD OF SURVEY;

THENCE, NORTH 58°10'10" EAST 265.75 FEET ALONG THE NORTHWESTERLY BOUNDARY OF SAID RECORD OF SURVEY;

THENCE, CONTINUING ALONG SAID NORTHWESTERLY BOUNDARY, NORTH 46°05'27" EAST 39.74 FEET TO THE WESTERLY CORNER OF TRACT A AS SHOWN ON SAID PLAT;

THENCE, SOUTH 34°12'58" EAST 39.23 FEET ALONG THE SOUTHWESTERLY BOUNDARY OF SAID TRACT A;

THENCE, SOUTH 41°59'52" EAST 106.67 FEET ALONG SAID SOUTHWESTERLY BOUNDARY;

THENCE, SOUTH 46°32'57" EAST 65.13 FEET ALONG SAID SOUTHWESTERLY BOUNDARY;

THENCE, SOUTH 23°21'51" EAST 110.90 FEET ALONG SAID SOUTHWESTERLY BOUNDARY;

THENCE, SOUTH 07°48'08" EAST 25.38 FEET ALONG SAID SOUTHWESTERLY BOUNDARY;

THENCE, SOUTH 11°03'57" EAST 141.80 FEET ALONG SAID SOUTHWESTERLY BOUNDARY;

THENCE, SOUTH 34°47'43" EAST 176.19 FEET ALONG SAID SOUTHWESTERLY BOUNDARY;

THENCE, SOUTH 24°24'14" EAST 36.60 FEET ALONG SAID SOUTHWESTERLY BOUNDARY;

THENCE, SOUTH 64°21'11" EAST 177.51 FEET ALONG SAID SOUTHWESTERLY BOUNDARY;

THENCE, NORTH 86°54'59" EAST 47.17 FEET ALONG SAID SOUTHWESTERLY BOUNDARY;

THENCE, SOUTH 86°00'21" EAST 125.95 FEET ALONG SAID SOUTHWESTERLY BOUNDARY;

THENCE, SOUTH 37°25'23" EAST 178.90 FEET ALONG SAID SOUTHWESTERLY BOUNDARY TO THE NORTHERLY CORNER OF TRACT B AS SHOWN ON SAID PLAT;

THENCE, SOUTH 37°15'46" WEST 70.76 FEET ALONG THE BOUNDARY OF SAID TRACT B;

THENCE, SOUTH 07°15'15" WEST 56.71 FEET ALONG SAID BOUNDARY OF TRACT B;

THENCE, SOUTH 89°53'00" EAST 20.11 FEET ALONG SAID BOUNDARY OF TRACT B TO A POINT ON SAID EAST BOUNDARY OF SAID RECORD OF SURVEY;

THENCE, SOUTH 07°18'58" WEST 394.63 FEET ALONG SAID EAST BOUNDARY TO SAID REAL POINT OF BEGINNING.

THE GROSS AREA CONTAINED IN THIS PLATTED LAND AS DESCRIBED IS 21.61 ACRES.

IT IS THE INTENTION OF THE UNDERSIGNED TO, AND HE DOES HEREBY INCLUDE SAID LAND IN THIS PLAT, THE EASEMENTS INDICATED ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES DESIGNATED ON THIS PLAT. NO STRUCTURE OTHER THAN FOR SUCH UTILITY AND OTHER DESIGNATED PUBLIC USES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS.

PURSUANT TO IDAHO CODE 50-1334, I, THE UNDERSIGNED, AS OWNER, DO HEREBY STATE THAT THE LOTS ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF TWIN FALLS MUNICIPAL WATER SYSTEM.

PURSUANT TO IDAHO CODE 31-3805, I, THE UNDERSIGNED, AS OWNER, DO HEREBY STATE THAT THE IRRIGATION WATER RIGHTS APPURTENANT AND THE ASSESSMENT OBLIGATION OF THE LANDS IN THIS PLAT HAVE NOT BEEN TRANSFERRED FROM SAID LANDS AND THAT A SATISFACTORY IRRIGATION WATER DELIVERY SYSTEM IS PROVIDED FOR AND HAS BEEN APPROVED BY THE TWIN FALLS CITY COUNCIL. LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE TWIN FALLS CANAL COMPANY.

BY: JOHN RETSMA

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss

ON THIS 2018 DAY OF AT, 2018, AT AT, AT, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JOHN RETSMA, (SOLE) KNOWN OR IDENTIFIED TO ME TO BE THE PERSON, WHOSE NAME SUBSCRIBED TO THE FOREGOING CERTIFICATE, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC

RESIDING AT

COMMISSION EXPIRES



EHM Engineers, Inc.



CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT I, CHRISTOPHER S. HARRISON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, MADE THE SURVEY OF THE LAND DESCRIBED IN THE CERTIFICATE OF OWNER AND THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY AS MADE AND STAKED UNDER MY SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



APPROVAL OF CITY COUNCIL

THIS PLAT WAS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF TWIN FALLS, IDAHO AT THEIR MEETING ON THIS _____ DAY OF _____, 2018.

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.

CITY ENGINEER ATTEST

COUNTY SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR TWIN FALLS COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLES WITH THE STATE OF IDAHO CODE RELATED TO PLATS AND SURVEYS.

GEORGE A. YERON COUNTY SURVEYOR DATE

ACKNOWLEDGMENT

STATE OF _____ } ss

ON THIS _____ DAY OF _____, 2018, AT _____, M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GEORGE A. YERON, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC

RESIDING AT

COMMISSION EXPIRES

COUNTY TREASURERS CERTIFICATE

I, _____, COUNTY TREASURER IN AND FOR THE COUNTY OF TWIN FALLS, 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 DAYS ONLY.

COUNTY TREASURER DATE

COUNTY RECORDERS CERTIFICATE

INSTRUMENT NO. _____

STATE OF IDAHO } ss
COUNTY OF TWIN FALLS

ON THIS _____ DAY OF _____, 2018, 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 _____.

DEPUTY EX-OFFICIO RECORDER



EHM Engineers, Inc.





Date: Monday, June 4, 2018
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

ACTION ITEM

Request:

Request to accept the Improvement Agreement for the purpose of developing **Morning Sun Subdivision No. 10.**

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 - Morning Sun No. 10

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 Wickel Land Co., LLP c/o Gerald Martens hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Morning Sun Subdivision No. 10.

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.

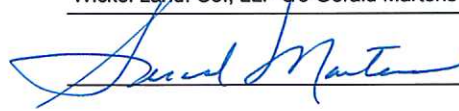
Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk_____
Mayor

Developer

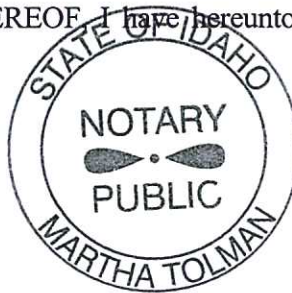
Wickel Land. Co., LLP c/o Gerald Martens



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

On this 12th day of February, 2018, before me, the undersigned, a Notary Public for Idaho, personally appeared Gerald Martens, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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



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

CORPORATION

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

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

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

Notary Public for Idaho
Residing 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:

Morning Sun Subdivision No. 10

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

Wickel Land Co., LLP c/o Gerald Martens

Gerald Martens

STATE OF IDAHO)

)ss.

County of Twin Falls)

On this 12th day of February, 2018, before me, the undersigned, a Notary Public for Idaho, personally appeared Gerald Martens, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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



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



Date: Monday, June 4, 2018
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

ACTION ITEM

Request:

Request to approve a Trust Agreement for **Morning Sun Subdivision No. 10**, placing all Lots and Tracts in trust.

Time Estimate:

N/A

Background:

The **Morning Sun Subdivision No. 10** is located on the east side of Hankins Road North located at the southeast corner of the intersection of Hankins Road North and Stadium Blvd. The developer is requesting to place the aforementioned lots in trust in lieu of constructing the improvements or providing a financial guarantee.

Approval Process:

N/A

Budget Impact:

None

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council accept the agreement and authorize the Mayor to sign.

Attachments:

1. Trust Agreement - Morning Sun No. 10
2. Morning Sun No 10 - Final Plat
3. Aerial Image - Morning Sun No. 10

TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this _____ day of _____, 2018, by and between **WICKEL LAND COMPANY, LLP an Idaho Limited Liability Partnership**, (hereinafter "Trustor"); **TITLEFACT, INC.**, (hereinafter "Trustee"); and the **CITY OF TWIN FALLS, IDAHO** (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

WITNESSETH:

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

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

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

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

Tract A, Block 1 and Tract B, Block 1;

And

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

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

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, Block 4; And

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 5; And

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 6, **MORNING SUN SUBDIVISION No. 10, A Re-Subdivision and Re-Numbering of a Portion of Lot 1 Block 2 Sackett Farm Subdivision No. 2**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.

2. The Trustor and the Trustee agree that the Trustee shall hold said title to the Property in trust, solely for the benefit of the Beneficiary under the terms hereof, and that title to the Property shall be and remain good and marketable and free from any defects, liens, conditions or encumbrances of any kind or nature, other than those appearing of record in the office of the Twin Falls County Recorder, and conditions of the Phase Control Development Notice for lots in **MORNING SUN SUBDIVISION No. 10**, Subdivision, a copy of which is attached hereto as Exhibit "A," or those which are placed on the Property with the prior written consent of the Trustee. The Trustee shall not convey, transfer or encumber all or any interest in the Property, save and except to the extent as directed by the Trustor by written instrument delivered to the Trustee.
3. It is understood and agreed that the purpose of this Agreement is to provide Trustor with a convenient means of, subdividing, developing and selling the Property. It shall be the entire responsibility of the Trustor to effect such developing, subdividing and selling of the Property and to provide whatever subdivision plat it may desire and to pay all costs and expenses of said developing, subdividing and selling, and Trustee shall have no liability for any costs or expenses therefor or for any claim, damage, loss or liability sustained to the Property or Trustor or to any other person or persons in connection with said matter, save and except to the extent caused by Trustee's failure or refusal to comply with the terms and conditions of this Agreement.
4. The Trustor may, as it desires from time to time, sell all or any portion of the Property in its sole and complete discretion. The Trustee agrees that, when it is so instructed in writing by Trustor, Trustee shall execute and deliver to the person or persons designated by Trustor, a fiduciary deed conveying good and marketable title to the Property or any part thereof as designated, and at said time the Trustor agrees to pay to Trustee any reasonable costs and expenses incurred by the Trustee hereunder and to pay the normal and customary fee for the cost of an owner's title insurance policy to be issued by **TITLEFACT, INC.**

5. It is agreed that Trustee shall not be liable or responsible for the condition of title to the Property, except as may be provided in any title insurance policy issued by the Trustee, and Trustee shall have no liability concerning possession or survey or any taxes, costs or expenses in connection with the Property, other than as herein provided.
6. It is agreed that the term of this Agreement shall expire when all of the above described Lots have been conveyed by the Trustee pursuant to Trustor's written instructions.
7. It is agreed that this Trust Agreement may not be revoked or amended without the prior written approval of the Beneficiary. If Trustee is presented with written notice of Termination by both Trustor and Beneficiary, and Trustee receives Trustor's payment of all reasonable out-of-pocket costs and expenses incurred by Trustee in connection with this Agreement, if any, the Trustee shall immediately reconvey to Trustor the remaining part of the Property; and thereafter no party hereto shall have any further liability to the others in connection with the Property or under the terms of this Agreement.
8. Trustor agrees to indemnify and save harmless Trustee from any claims, demands, judgments, costs and expenses including reasonable attorney's fees and any other obligation or liability of any kind or nature that the Trustee may for any reason suffer, incur or expend by reason of this Trust Agreement or in the administration thereof, other than for or as a result of Trustee's misconduct, breach of this Agreement, or willful neglect.
9. This Agreement shall bind the parties hereto, their heirs, representatives, successors and assigns.

Date: April 30th, 18

TRUSTOR:

WICKEL LAND COMPANY, LLP

BY: Jesse D Wickel

BY: Ardel W. Wickel

Date: _____

TRUSTEE:

TITLEFACT, INC.

BY: Richard B. Stivers

Richard B. Stivers, Chairman of the Board

Date: _____

BENEFICIARY:

CITY OF TWIN FALLS, IDAHO

BY: _____

STATE OF IDAHO
County of Twin Falls

On this 30th day of April, 2018, before me, a Notary Public, personally appeared Jesse D Wickel and Ardel W. Wickel, known or identified to me to be the partners in **WICKEL LAND COMPANY, LLP**, a limited liability partnership, and the partner who subscribed said limited liability partnership name to the foregoing instrument and acknowledged to me that he/she executed the same in said limited liability partnership name.

Martha Tolman

Notary Public for Idaho

Residing in Twin Falls

Commission Expires 10/17/18



STATE OF IDAHO
County of Twin Falls

On this 15th day of May, 2018, before me, the undersigned, Notary Public in and for said State, personally appeared **RICHARD B. STIVERS**, known or identified to me to be the President of the said corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Angelina Burk
Notary Public for Idaho
Residing at: Twin Falls
My Commission expires: 3/3/2023

STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2018, before me, the undersigned, Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ for the City of Twin Falls, Idaho, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same on behalf of the City of Twin Falls, Idaho.

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

Notary Public for Idaho
Residing at:
My Commission expires:

"EXHIBIT A"

PHASE CONTROL DEVELOPMENT NOTICE

THIS NOTICE prohibits the conveyance of any undeveloped lot in **MORNING SUN SUBDIVISION No. 10**, until such time as an Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

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

The real property subject to this notice is **MORNING SUN SUBDIVISION No. 10**, as platted in the records of Twin Falls County, Idaho.

Dated this _____ day of _____, 2018.

WICKEL LAND COMPANY, LLP Developer

BY: _____

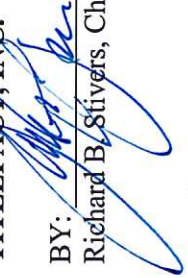


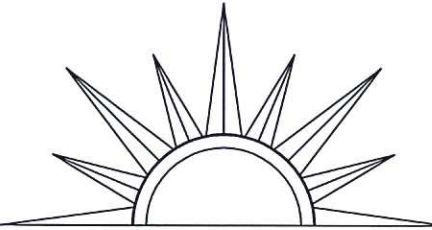
BY: _____



TITLEFACT, INC.

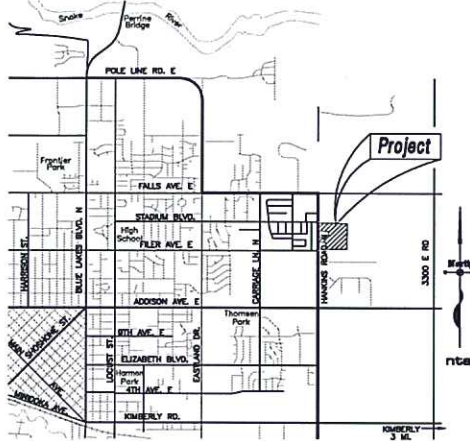
BY: _____


Richard B. Stivers, Chairman of the Board



MORNING SUN SUBDIVISION

MORNING SUN SUBDIVISION NO. 10
A Re-Subdivision and Re-Numbering of a
Portion of
Lot 1, Block 2
SACKETT FARM SUBDIVISION NO. 2
Located In
A Portion of
SW ⁴ NW ⁴, Section 12
Township 10 South, Range 17 East
Boise Meridian
Twin Falls County, Idaho
2018



Twin Falls, Idaho

Health Certificate

"SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED BASED ON THE STATE OF IDAHO, DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. BUYER IS CAUTIONED AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED."

DISTRICT HEALTH DEPARTMENT, EHS

DATE:

Sheet Index

- 1 OF 7 PLAT COVER
- 2 OF 7 PLAT FACE
- 3 OF 7 SHEET 3
- 4 OF 7 SHEET 4
- 5 OF 7 CURVE, LINE & EASEMENT DATA
- 6 OF 7 CERTIFICATE OF OWNER
- 7 OF 7 ACKNOWLEDGEMENTS

Notes:

1. ALL RESIDENTIAL LOTS ADJACENT TO STADIUM BOULEVARD, FILER AVENUE EAST AND HANKINS ROAD NORTH SHALL NOT HAVE DIRECT ACCESS TO THOSE STREETS.
2. TRACT A, BLOCK 1, RETENTION EASEMENT C AND RETENTION EASEMENT E WILL BE OWNED AND MAINTAINED BY A PROPERTY OWNERS ASSOCIATION.
3. TRACT B, BLOCK 5, SUBJECT TO FUTURE DEVELOPMENT.

Survey References

1. #2017-008559
2. SACKETT FARM SUBDIVISION NO. 2 #2015-007935
3. #2008-014155
4. #0000-976425

Deed References

- #2016-007228

Monument Certification

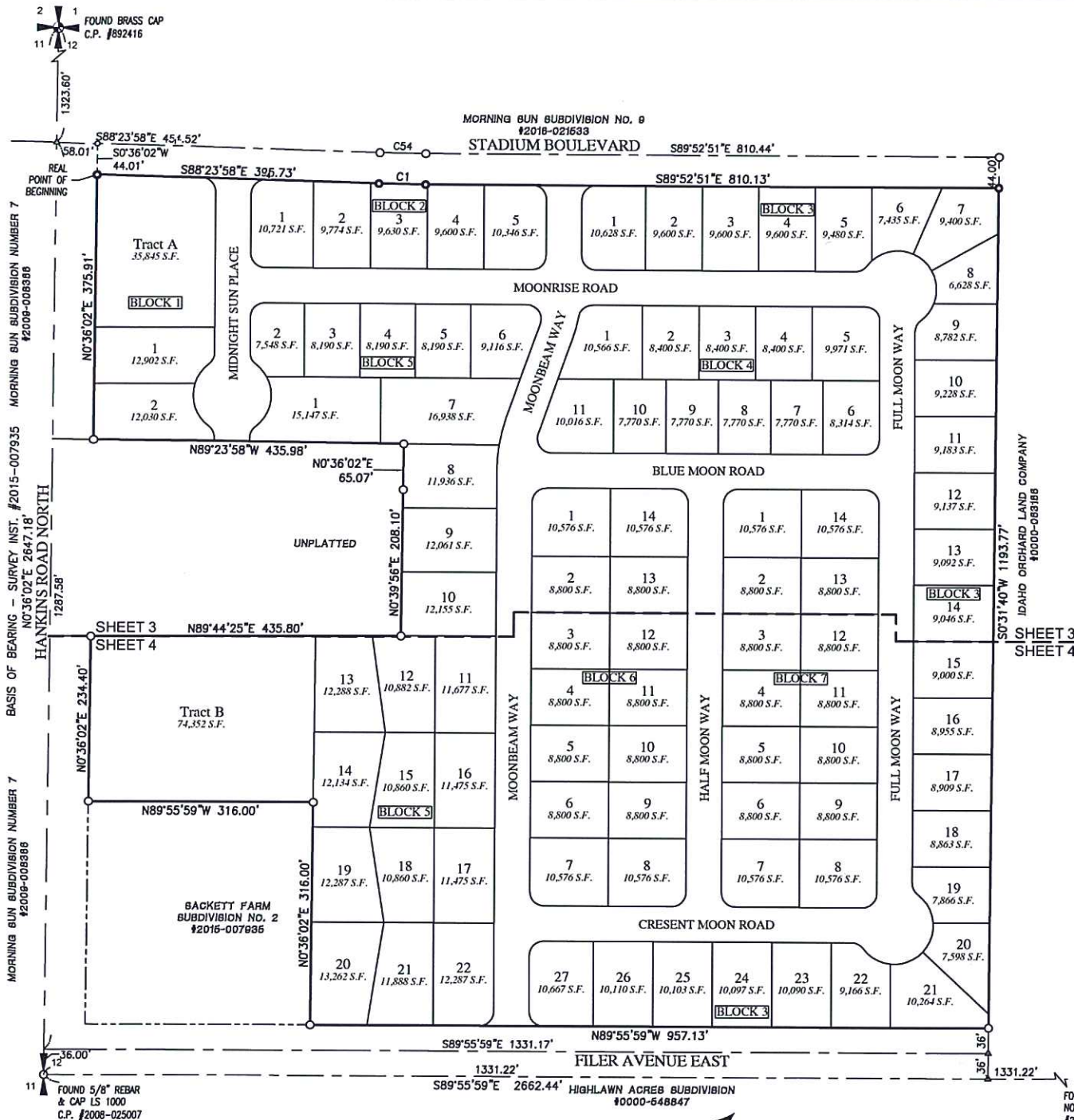
THE INTERIOR MONUMENTS ON THIS PLAT SHOWN AS "TO BE SET" WILL BE SET IN ACCORDANCE WITH SECTION 50-1333, IDAHO CODE, OR BEFORE 1 YEAR AFTER THE RECORDATION OF THE FINAL PLAT OR AS DETERMINED BY THE CITY OF TWIN FALLS.



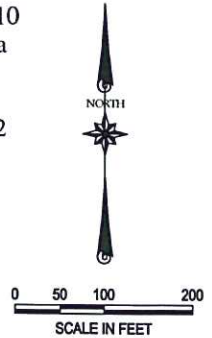
EHM Engineers, Inc.



V 415-15 FP
SHEET 1 OF 7



MORNING SUN SUBDIVISION NO. 10
A Re-Subdivision and Re-Numbering of a
Portion of
Lot 1, Block 2
SACKETT FARM SUBDIVISION NO. 2
Located In
A Portion of
SW ⁴ NW ⁴, Section 12
Township 10 South, Range 17 East
Boise Meridian
Twin Falls County, Idaho
2018



Legend

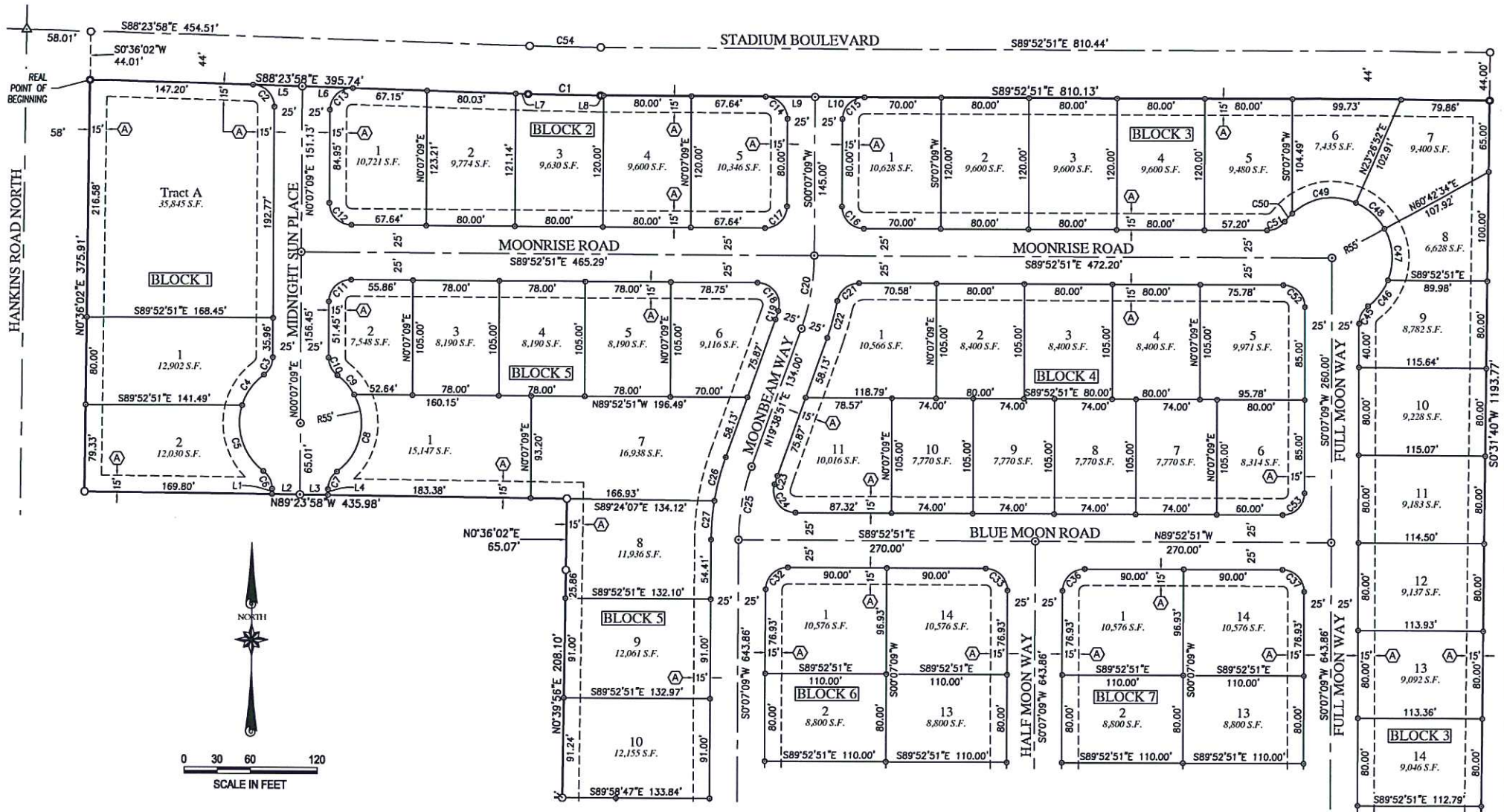
SURVEY BOUNDARY LINE	—
SECTION LINE	— — —
QUARTER SECTION LINE	- - - - -
UTILITY EASEMENT LINE	- · - · -
ADJACENT PROPERTY LINE	- - - - -
CENTERLINE OF STREET	— · — · —
LOT LINE	—
CALCULATED POINT (NOT SET)	△
FOUND BRASS CAP	●
FOUND 5/8" REBAR LS 10110 OR AS NOTED	○
FOUND 1/2" REBAR (AS NOTED)	○
5/8" x 24" REBAR & CAP TO BE SET— LS 10110	○
1/2" x 24" REBAR & CAP TO BE SET— LS 10110	○
SET 5/8" x 24" REBAR & CAP — LS 10110	●
SET 1/2" x 24" REBAR & CAP — LS 10110	●
FOUND 1/2" REBAR — REPLACED WITH 5/8" x 24" REBAR & CAP — LS 10110	○

Easement Key

(A)	DRAINAGE & UTILITY EASEMENT
(B)	DRAINAGE EASEMENT
(C)	RETENTION EASEMENT
(D)	INTERMOUNTAIN GAS PERMANENT EASEMENT INSTRUMENT # 2018—
(E)	RETENTION EASEMENT
(F)	ACCESS & UTILITY EASEMENT

EHM Engineers, Inc.





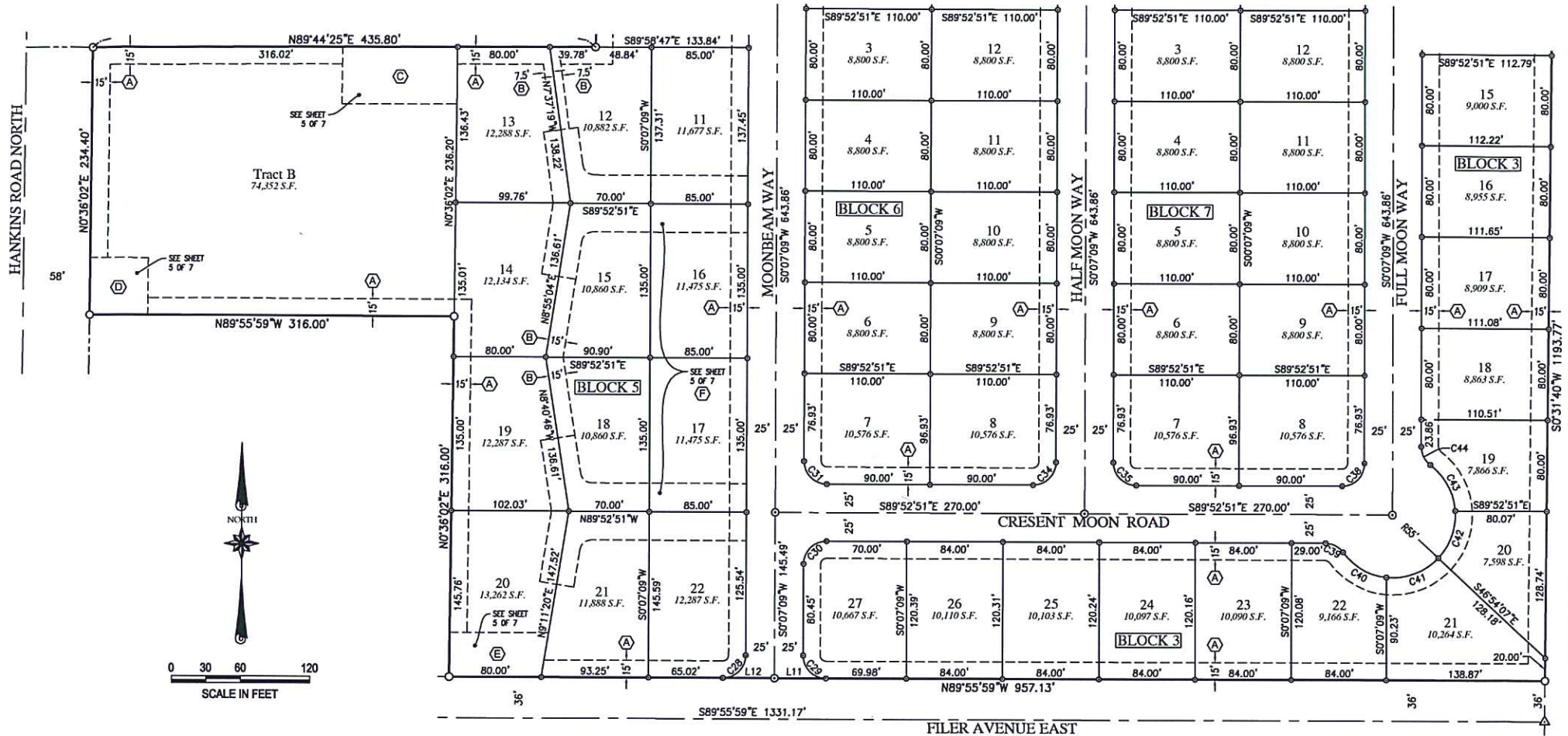
Easement Key

- (A) DRAINAGE & UTILITY EASEMENT
- (B) DRAINAGE EASEMENT
- (C) RETENTION EASEMENT
- (D) INTERMOUNTAIN GAS PERMANENT EASEMENT INSTRUMENT # 2018-
- (E) RETENTION EASEMENT
- (F) ACCESS & UTILITY EASEMENT

See Sheet 4 of 7



See Sheet 3 of 7



Easement Key

- (A) DRAINAGE & UTILITY EASEMENT
- (B) DRAINAGE EASEMENT
- (C) RETENTION EASEMENT
- (D) INTERMOUNTAIN GAS PERMANENT EASEMENT INSTRUMENT # 2018-
- (E) RETENTION EASEMENT
- (F) ACCESS & UTILITY EASEMENT



EHM Engineers, Inc.

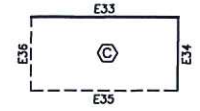
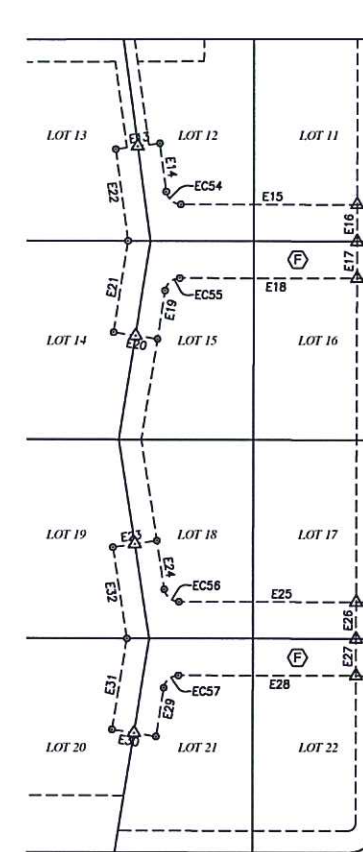
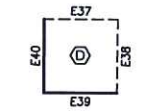
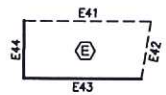
V 415-15 FP
SHEET 4 OF 7

Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	1°28'53"	2544.00'	65.78'	65.77'	32.89'	S89°08'25"E
C2	88°31'07"	20.00'	30.90'	27.92'	19.49'	N44°08'25"W
C3	53°07'48"	20.00'	18.55'	17.89'	10.00'	N26°41'03"E
C4	36°15'56"	55.00'	34.81'	34.23'	18.01'	S35°06'59"W
C5	69°59'41"	55.00'	67.19'	63.09'	38.51'	S18°00'49"E
C6	53°07'48"	20.00'	18.55'	17.89'	10.00'	N26°26'45"W
C7	53°07'48"	20.00'	18.55'	17.89'	10.00'	S26°41'03"W
C8	81°52'18"	55.00'	78.59'	72.07'	47.70'	N12°18'49"E
C9	24°23'19"	55.00'	23.41'	23.24'	11.89'	N40°49'00"W
C10	53°07'48"	20.00'	18.55'	17.89'	10.00'	S26°26'45"E
C11	90°00'00"	20.00'	31.42'	28.28'	20.00'	S45°07'09"W
C12	90°00'00"	20.00'	31.42'	28.28'	20.00'	S44°52'51"E
C13	91°28'53"	20.00'	31.93'	28.65'	20.52'	S45°51'35"W
C14	90°00'00"	20.00'	31.42'	28.28'	20.00'	N44°52'51"W
C15	90°00'00"	20.00'	31.42'	28.28'	20.00'	S45°07'09"W
C16	90°00'00"	20.00'	31.42'	28.28'	20.00'	S44°52'51"E
C17	90°00'00"	20.00'	31.42'	28.28'	20.00'	N45°07'09"E
C18	106°52'38"	20.00'	37.31'	32.13'	26.97'	N36°26'32"W
C19	2°39'04"	175.00'	8.10'	8.10'	4.05'	N18°19'19"E
C20	19°31'42"	200.00'	68.17'	67.84'	34.42'	N9°53'00"E
C21	79°24'58"	20.00'	27.72'	25.56'	16.61'	S50°24'40"W
C22	8°56'41"	225.00'	35.13'	35.09'	17.60'	N15°10'31"E
C23	2°39'04"	175.00'	8.10'	8.10'	4.05'	S18°19'19"W
C24	106°52'38"	20.00'	37.31'	32.13'	26.97'	S36°26'32"E
C25	19°31'42"	200.00'	68.17'	67.84'	34.42'	S9°53'00"W
C26	10°28'35"	225.00'	41.14'	41.08'	20.63'	S14°24'34"W
C27	9°03'07"	225.00'	35.55'	35.51'	17.81'	S4°38'43"W

Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C28	89°56'52"	20.00'	31.40'	28.27'	19.98'	N45°05'35"E
C29	90°03'08"	20.00'	31.43'	28.30'	20.02'	S44°54'25"E
C30	90°00'00"	20.00'	31.42'	28.28'	20.00'	S45°07'09"W
C31	90°00'00"	20.00'	31.42'	28.28'	20.00'	S44°52'51"E
C32	90°00'00"	20.00'	31.42'	28.28'	20.00'	S45°07'09"W
C33	90°00'00"	20.00'	31.42'	28.28'	20.00'	N44°52'51"W
C34	90°00'00"	20.00'	31.42'	28.28'	20.00'	N45°07'09"E
C35	90°00'00"	20.00'	31.42'	28.28'	20.00'	S44°52'51"E
C36	90°00'00"	20.00'	31.42'	28.28'	20.00'	S45°07'09"W
C37	90°00'00"	20.00'	31.42'	28.28'	20.00'	N44°52'51"W
C38	90°00'00"	20.00'	31.42'	28.28'	20.00'	N45°07'09"E
C39	53°07'48"	20.00'	18.55'	17.89'	10.00'	N63°18'57"W
C40	47°54'51"	55.00'	45.99'	44.67'	24.44'	S60°42'28"E
C41	52°14'13"	55.00'	50.14'	48.43'	26.97'	N69°13'00"E
C42	47°00'09"	55.00'	45.12'	43.86'	23.92'	N19°35'49"E
C43	49°06'24"	55.00'	47.14'	45.71'	25.13'	N28°27'27"W
C44	53°07'48"	20.00'	18.55'	17.89'	10.00'	S26°26'45"E
C45	53°07'48"	20.00'	18.55'	17.89'	10.00'	S26°41'03"W
C46	31°48'23"	55.00'	30.53'	30.14'	15.67'	N37°20'46"E
C47	50°44'00"	55.00'	48.70'	47.13'	26.08'	N3°55'26"W
C48	37°15'42"	55.00'	35.77'	35.14'	18.54'	N47°55'17"W
C49	65°53'10"	55.00'	63.25'	59.82'	35.64'	S80°30'17"W
C50	10°34'22"	55.00'	10.15'	10.13'	5.09'	S42°16'31"W
C51	53°07'48"	20.00'	18.55'	17.89'	10.00'	N63°33'15"E
C52	90°00'00"	20.00'	31.42'	28.28'	20.00'	N44°52'51"W
C53	90°00'00"	20.00'	31.42'	28.28'	20.00'	N45°07'09"E
C54	1°28'53"	2500.00'	64.64'	64.64'	32.32'	S89°08'25"E

RETENTION EASEMENT
SEE SHEET 4 OF 7PERMANENT EASEMENT
SEE SHEET 4 OF 7RETENTION EASEMENT
SEE SHEET 4 OF 5ACCESS & UTILITY EASEMENT
SEE SHEET 4 OF 7

Easement Line Table

LINE E#	BEARING	DISTANCE
E13	N82°22'41"E	30.00'
E14	S73°37'19"E	33.08'
E15	S89°52'51"E	134.53'
E16	S0°07'09"W	25.00'
E17	S0°07'09"W	25.00'
E18	N89°52'51"W	135.12'
E19	S8°55'04"W	102.74'
E20	N81°04'56"W	30.00'
E21	N8°55'04"E	62.82'
E22	N7°37'19"W	62.82'
E23	N81°19'14"E	30.00'
E24	S8°40'46"E	102.74'
E25	S89°52'51"E	135.12'
E26	S0°07'09"W	25.00'
E27	S0°07'09"W	25.00'
E28	N89°52'51"W	135.27'

Easement Line Table

LINE E#	BEARING	DISTANCE
E29	S9°11'20"W	33.55'
E30	N80°48'40"W	30.00'
E31	N9°11'20"E	62.64'
E32	N8°40'46"W	62.64'
E33	N89°44'25"E	100.00'
E34	S0°36'02"W	50.00'
E35	S89°44'25"W	100.00'
E36	N0°36'02"E	50.00'
E37	S89°55'26"E	50.00'
E38	S0°35'53"W	49.99'
E39	N89°55'59"W	50.00'
E40	N0°36'02"E	50.00'
E41	S89°55'59"E	85.90'
E42	S9°11'20"W	39.50'
E43	N89°55'59"W	80.00'
E44	N0°36'02"E	39.00'

Line Table

LINE #	BEARING	DISTANCE
L1	S0°07'09"W	4.80'
L2	S89°23'58"E	25.00'
L3	S89°23'58"E	25.00'
L4	S0°07'09"W	5.22'
L5	S88°23'58"E	44.50'
L6	S88°23'58"E	45.53'
L7	S88°23'58"E	11.33'
L8	S89°52'51"E	2.91'
L9	S89°52'51"E	45.00'
L10	S89°52'51"E	45.00'
L11	N89°55'59"W	45.02'
L12	N89°55'59"W	44.98'

Easement Curve Table

CURVE E#	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
EC54	82°15'32"	10.00'	14.36'	13.16'	8.73'	N48°45'05"W
EC55	81°12'05"	10.00'	14.17'	13.02'	8.57'	N49°31'07"E
EC56	81°12'05"	10.00'	14.17'	13.02'	8.57'	N49°16'49"W
EC57	80°55'49"	10.00'	14.13'	12.98'	8.53'	N49°39'14"E



EHM Engineers, Inc.



CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT I, CHRISTOPHER S. HARMISON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, MADE THE SURVEY OF THE LAND DESCRIBED IN THE CERTIFICATE OF OWNER AND THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY AS MADE AND STAKED UNDER MY SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



APPROVAL OF CITY COUNCIL

THIS PLAT WAS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF TWIN FALLS, IDAHO AT THEIR MEETING ON THIS _____ DAY OF _____, 2018.

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.

CITY ENGINEER _____

ATTEST _____

COUNTY SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR IN AND FOR TWIN FALLS COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATED TO PLATS AND SURVEYS.

GEORGE A. YERION
COUNTY SURVEYOR

DATE _____

ACKNOWLEDGMENT

STATE OF _____ } ss
COUNTY OF _____

ON THIS _____ DAY OF _____, 2018, AT _____ M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GEORGE A. YERION, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC _____

RESIDING AT _____

COMMISSION EXPIRES _____

COUNTY TREASURER'S CERTIFICATE

I, _____, COUNTY TREASURER IN AND FOR THE COUNTY OF TWIN FALLS, 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 DAYS ONLY.

COUNTY TREASURER _____

DATE _____

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO. _____

STATE OF IDAHO } ss
COUNTY OF TWIN FALLS

ON THIS _____ DAY OF _____, 2018, 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 _____

DEPUTY _____

EX-OFFICIO RECORDER _____



EHM Engineers, Inc.





Date: Monday, June 4, 2018
To: Honorable Mayor and City Council
From: Jonathan Spendlove, Planning and Zoning Director, Planning and Zoning Director

ACTION ITEM

Request:

Request to approve the **Final Plat** for Eldridge Commercial Condominiums 1st Amended Subdivision located at 2085 Eldridge Avenue. (App. PZ18-0023)

Time Estimate:

N/A

Background:

N/A

Approval Process:

Final Plat approvals follow Twin Falls City Code 10-12-2.3

A Preliminary Plat is reviewed and approved by the Planning and Zoning Commission.

A Final Plat which is in substantial conformance to the preliminary plat is then submitted to City Council for approval.

Budget Impact:

Regulatory Impact:

N/A

History:

The property was originally subdivided in 2008 with the Eldridge Commercial Subdivision creating multiple lots at the intersection of Eldridge Avenue and Madrin Street.

In 2013, Lot 4 of that Plat was re-subdivided into 6 Condominium spaces.

Analysis:

This is a request to approve a Final Plat on property which is zoned M-2 (Heavy Manufacturing).

The owner is requesting to plat the recently constructed addition on the North Side of the building through a condominium plat process in order to sell that portion of the building.

The request is in conformance with City Code and the Comprehensive Plan.

Conclusion:

Staff recommends the City Council approve the Final Plat for Pillar Falls Plaza, as presented and with the following condition:

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.

Attachments:

1. PZ18-0023 Final Plat Comprehensive Staff Report
2. Future Land Use Map
3. Revised Final Plat - Eldridge Commercial



Comprehensive Staff Report

Editor: Jonathan Spendlove - Director

Authored by: Jonathan Spendlove

Request: Approval of the Final Plat for Eldridge Commercial Condominiums 1st Amended Subdivision located at 2085 Eldridge Avenue.

Application: PZ18-0023

Analysis

This is a request to approve a Final Plat on property which is zoned M-2 (Heavy Manufacturing).

The owner is requesting to plat the recently constructed addition on the North Side of the building through a condominium plat process in order to sell that portion of the building.

The request is in conformance with City Code and the Comprehensive Plan.

Approval Process

Final Plat approvals follow Twin Falls City Code 10-12-2.3

A Preliminary Plat is reviewed and approved by the Planning and Zoning Commission.

A Final Plat which is in substantial conformance to the preliminary plat is then submitted to City Council for approval.

Facts

History

The property was originally Subdivided in 2008 with the Eldridge Commercial Subdivision creating multiple lots at the intersection of Eldridge Avenue and Madrin Street.

In 2013, Lot 4 of that Plat was re-subdivided into 6 Condominium spaces.

Applicable Regulations or Codes

City Code 10-4-10, M-2 Zone, the property being developed shall follow the M-2 zoning district regulations.

City Code 10-12-1 thru 5, all subdivisions shall follow the criteria set forth in this section of City Code for design, procedures, and public infrastructure, among other things.

Comprehensive Plan Compliance

The 2016 Comprehensive Plan "Grow With Us" designates this area as "Industrial" Staff has determined this request is in compliance with the 2016 comprehensive plan

Conclusion

Staff recommends the City Council approve the Final Plat, as presented, and with the following condition:

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.

Zoning Vicinity Map

Zoning

M-2

Current Zoning & Land Use:

M-2, Commercial / Manufacturing

Comprehensive Plan: Industrial

Adjacent Zoning & Land Uses:

North: M-2; Undeveloped

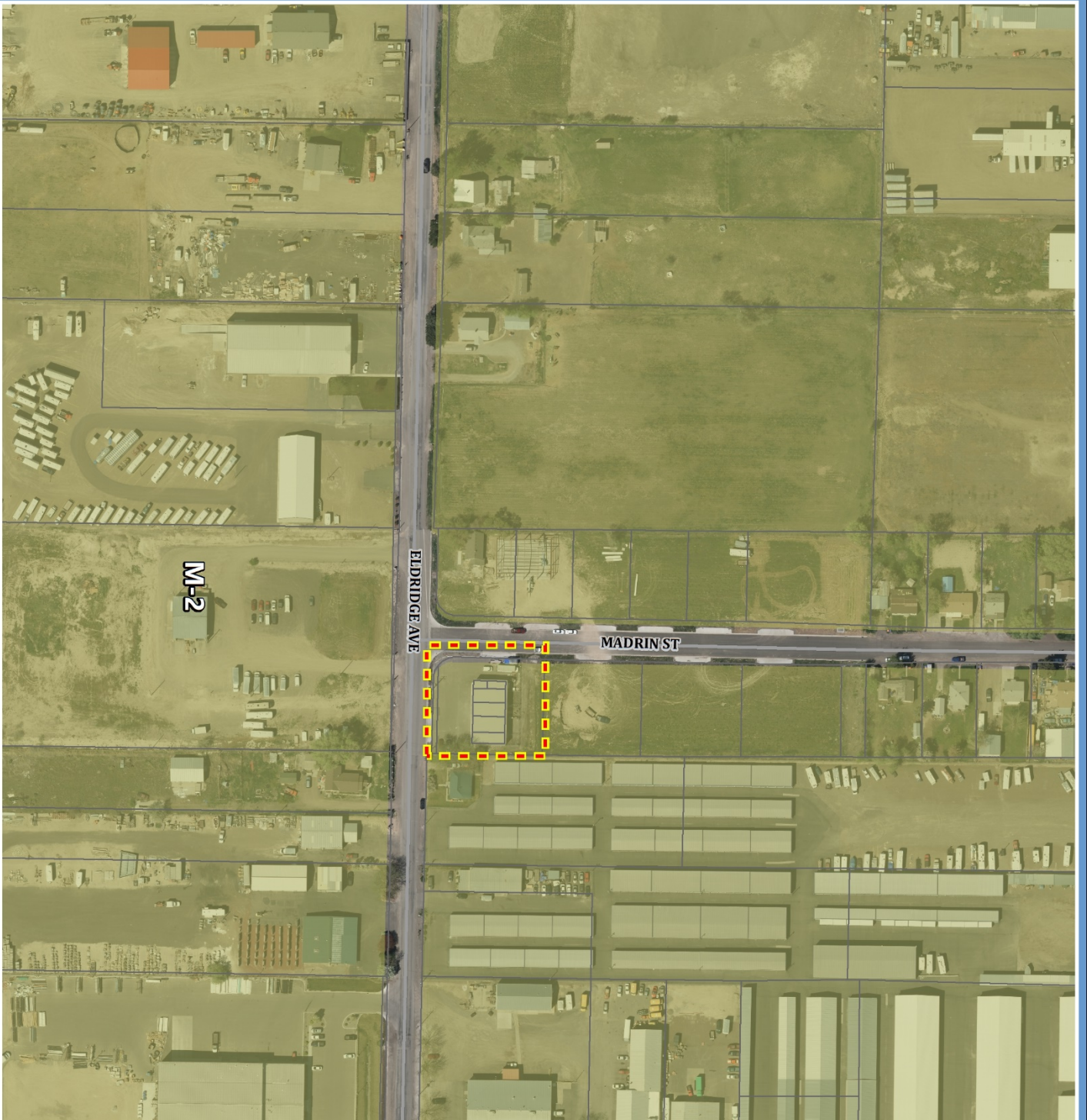
South: Eldridge Ave; M-2, Commercial/Industrial

East: M-2, Commercial Storage Units

West: Madrin St; M-2, Commercial/Industrial Businesses



AERIAL PHOTO APRIL 2016
REFERENCE ONLY





Future Use Map

FLU2016

ZONE

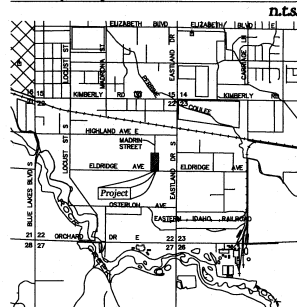
Industrial



0

AERIAL PHOTO
REFERENCE

Vicinity Map

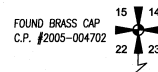
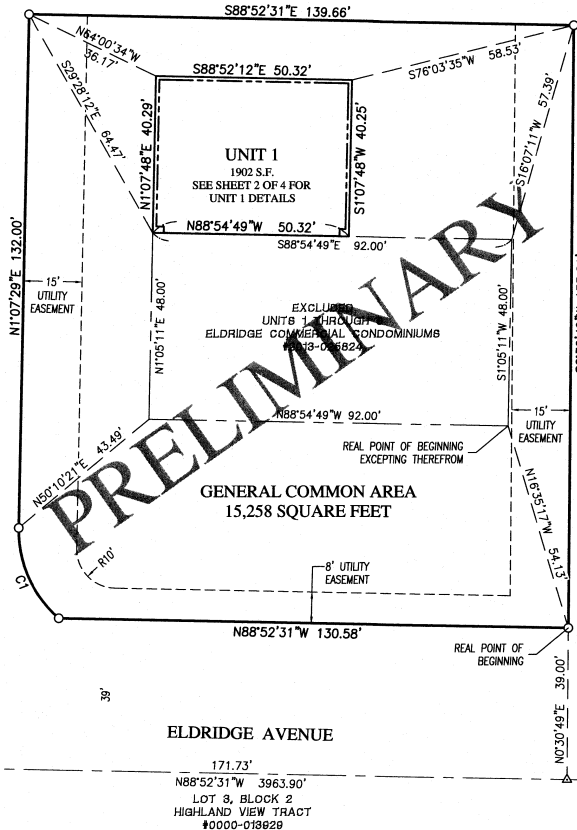


n.t.s.

Sheet List Table

Sheet Number	Sheet Title
1 OF 4	PLAT FACE SHEET 1
2 OF 4	PLAT FACE SHEET 2
3 OF 4	CERTIFICATE OF OWNERS
4 OF 4	ACKNOWLEDGEMENTS

LOT 3, BLOCK 2
ELDRIDGE COMMERCIAL SUBDIVISION
#2008-023921



HIGHLAND AVENUE
EAST

EASTLAND DRIVE SOUTH
BASIS OF BEARING - SURVEY INST. #2013-025824
N0°34'14"E 1337.24'

FOUND ALUMINUM CAP
C.P. #2016-022103

Survey References

- (1) ELDRIDGE COMMERCIAL SUBDIVISION #2008-023921
- (2) ELDRIDGE COMMERCIAL CONDOMINIUMS #2013-025824

Deed References

#2014-000306

LOT 1, BLOCK 1
ELDRIDGE COMMERCIAL SUBDIVISION
#2008-023921
MADRIN STREET
N01°07'29"E

LOCUST STREET SOUTH
16' OR 3134.39'

Note:

THE PHYSICAL BOUNDARIES OF THE UNIT ARE THE INTERIOR SURFACES OF PERIMETER WALLS, FLOOR, CEILING, WINDOWS, AND DOORS THEREOF SHOWN ON SHEET 2 OF THIS CONDOMINIUM PLAT MAP TO BE FILED FOR RECORD TOGETHER WITH ALL FIXTURES AND IMPROVEMENTS THEREIN CONTAINED. NOTWITHSTANDING SUCH MARKINGS, THE FOLLOWING ARE NOT PART OF A UNIT: BEARING WALLS, COLUMNS, FLOORS, AND ROOFS (EXCEPT FOR THE INTERIOR SURFACE THEREOF, OF A PERIMETER WALL, FLOOR, OR CEILING), FOUNDATION, SKYLIGHTS, SHAFTS, CENTRAL HEATING SYSTEMS, RESERVOIRS, TANKS, PUMPS, AND OTHER SERVICES USED BY MORE THAN ONE UNIT, PIPES, VENTS, DUCTS, FLUTES, CHUTES, CONDUITS, WIRES, EXCEPT THE OUTLETS THEREOF WHEN LOCATED WITHIN THE UNIT. THE INTERIOR SURFACES OF A PERIMETER WINDOW OR FLOOR MEANS THE POINTS AT WHICH SUCH SURFACES ARE LOCATED WHEN SUCH WINDOWS OR DOORS ARE CLOSED; THE PHYSICAL WINDOWS AND DOORS THEMSELVES ARE PART OF THE COMMON AREA AS HEREIN DEFINED. IN INTERPRETING THE DECLARATION, PLAT OF PLATS AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED OR AS RECONSTRUCTED IN LIEU THEREOF SHOULD BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OF PLATS, OR DEED REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCE BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OF PLATS OR DEEDS, AND ACTUAL BOUNDARIES OF THE UNIT IN THE BUILDING.

ELDRIDGE AVENUE

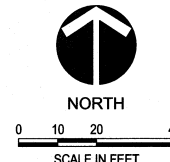
171.73'
N88°52'31"W 3963.90'
LOT 3, BLOCK 2
HIGHLAND VIEW TRACT
#0000-018929

Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	50°03'20"	30.00'	26.21'	25.38'	14.01'	S23°54'11"E

ELDRIDGE COMMERCIAL CONDOMINIUMS 1ST AMENDED

A Re-Subdivision and Re-Numbering of a Portion of
the General Common Area
Eldridge Commercial Condominiums
Located In
SE 4 NE 4, Section 22
Township 10 South, Range 17 East Boise Meridian
Twin Falls County, Idaho
2018



Legend

- SUBDIVISION BOUNDARY LINE
- SECTION LINE
- PLATTED EASEMENT LINE
- LOT LINE
- UNIT BOUNDARY LINE
- EXCLUDED BOUNDARY LINE
- CENTERLINE OF STREET
- COMMON AREA - SECTION VIEWS
- CALCULATED POINT (NOT SET)
- FOUND BRASS CAP
- FOUND ALUMINUM CAP
- FOUND 5/8" REBAR, LS 1000 OR AS NOTED
- FOUND 1/2" REBAR (AS NOTED)
- SET 5/8" x 24" REBAR & CAP - LS 10110
- SET 1/2" x 24" REBAR & CAP - LS 10110

Health Certificate

"SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

REHS, SOUTH CENTRAL PUBLIC HEALTH DISTRICT DATE:

SUBJECT TO ELDRIDGE COMMERCIAL CONDOMINIUMS DECLARATIONS RECORDED AS INSTRUMENT NO. 2013-025770

EHM Engineers, Inc.





Date: Monday, June 4, 2018
To: Honorable Mayor and City Council
From: Jonathan Spendlove, Planning and Zoning Director, Planning and Zoning Director

ACTION ITEM

Request:

Request to approve the **Final Plat** for Morning Sun No 10 located South-East of the Stadium Blvd and Hankins Road North intersection (App. PZ18-0027).

Time Estimate:

N/A

Background:

N/A

Approval Process:

Final Plat approvals follow Twin Falls City Code 10-12-2.3

A Preliminary Plat is reviewed and approved by the Planning and Zoning Commission.

A Final Plat which is in substantial conformance to the preliminary plat is then submitted to City Council for approval

Budget Impact:

Regulatory Impact:

N/A

History:

The majority of this property was Final Platted in 2015 as part of the Sacket Farms Subdivision #2 which consisted of only a few large acreage lots intending to be farmed and or sold for future platting/development.

The Preliminary Plat for Morning Sun #10, approved by the Planning and Zoning Commission on May 23, 2017, encompassed the majority of the Sacket Farm Sub. #2 and consisted of 95 Residential Lots and 2 Tracts.

One of the Conditions of Approval by the PZ Commission was a resolution to the Parks In-Lieu issue. This was recently resolved by a decision of the City Council on May 21, 2018.

Analysis:

This is a request to approve a Final Plat on property which is zoned R2 (Medium Density Residential).

The Final Plat consists of 85 Lots and 2 Tracts. This is conformance with the Preliminary Plat approved by the Planning and Zoning Commission on May 23, 2017.

The request is in conformance with City Code and the adopted Comprehensive Plan

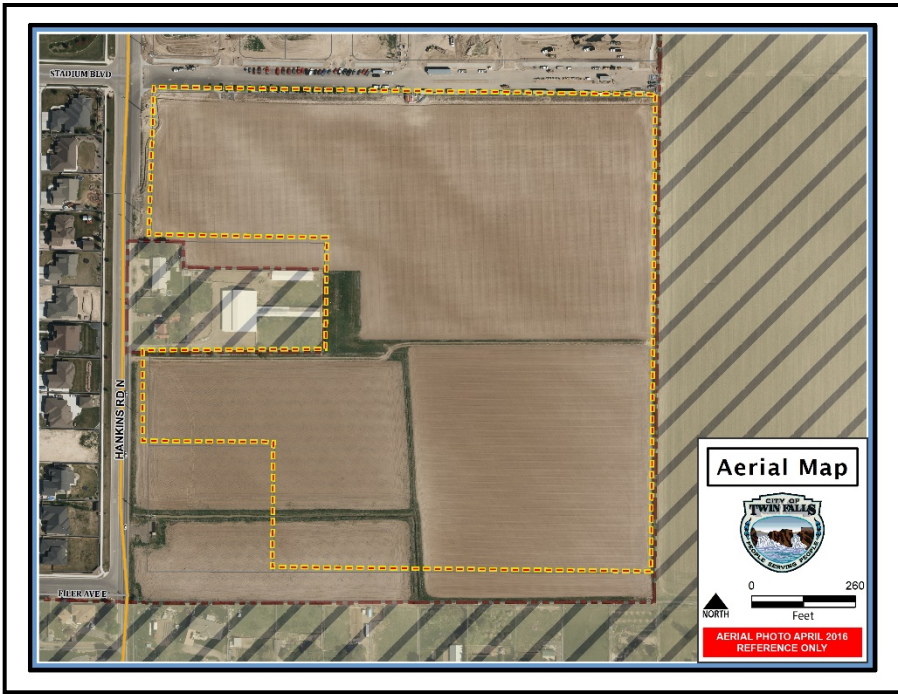
Conclusion:

Staff recommends the City Council approve the Final Plat, as presented and with the following condition:

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

Attachments:

1. PZ18-0027 Final Plat Comprehensive Staff Report
2. Morning Sun 10 Future Land Use - Map
3. Morning Sun 10 Final Plat - (8x11)



Comprehensive Staff Report



Editor: Jonathan Spendlove - Director

Authored by: Jonathan Spendlove

Request: Approval of the Final Plat for Morning Sun No 10 located South-East of the Stadium Blvd and Hankins Road North intersection.

Application: PZ18-0027

Analysis

This is a request to approve a Final Plat on property which is zoned R2 (Medium Density Residential).

The Final Plat consists of 85 Lots and 2 Tracts. This is conformance with the Preliminary Plat approved by the Planning and Zoning Commission on May 23, 2017.

The request is in conformance with City Code and the adopted Comprehensive Plan.

Approval Process

Final Plat approvals follow Twin Falls City Code 10-12-2.3

A Preliminary Plat is reviewed and approved by the Planning and Zoning Commission.

A Final Plat which is in substantial conformance to the preliminary plat is then submitted to City Council for approval.

Facts

History

The majority of this property was Final Platted in 2015 as part of the Sacket Farms Subdivision #2 which consisted of only a few large acreage lots intending to be farmed and or sold for future platting/development.

The Preliminary Plat for Morning Sun #10, approved by the Planning and Zoning Commission on May 23, 2017, encompassed the majority of the Sacket Farm Sub. #2 and consisted of 95 Residential Lots and 2 Tracts.

One of the Conditions of Approval by the PZ Commission was a resolution to the Parks In-Lieu issue. This was recently resolved by a decision of the City Council on May 21, 2018.

Applicable Regulations or Codes

City Code 10-4-4, R-2 Zone, the property being developed shall follow the R-2 zoning district regulations.

City Code 10-12-1 thru 5, all subdivisions shall follow the criteria set forth in this section of City Code for design, procedures, and public infrastructure, among other things.

Comprehensive Plan Compliance

The 2016 Comprehensive Plan "Grow With Us" designates this area as "Town Neighborhood" Staff has determined this request is in compliance with the 2016 comprehensive plan

Conclusion

Staff recommends the City Council approve the Final Plat, as presented and with the following condition:

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.

Zoning Vicinity Map

Zoning

- R-1 VAR
- R-2
- SU1
- Area of Impact

Current Zoning & Land Use:
 R-2; Undeveloped

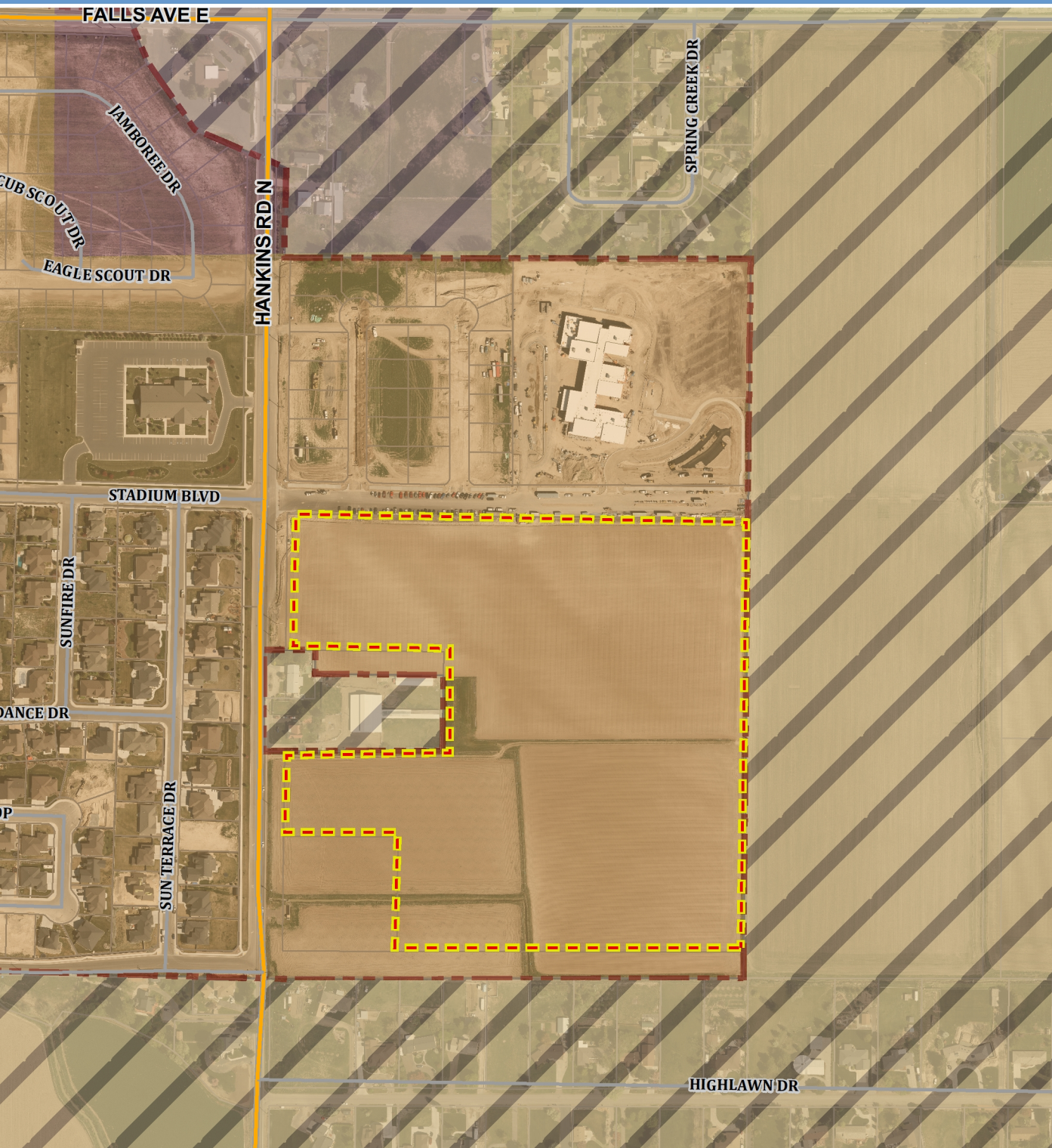
Comprehensive Plan: Town Neighborhood

Adjacent Zoning & Land Uses:
 North: R-2; Residences, Public School
 South: Filer Ave (undeveloped) R-1 VAR, Residences
 East: R-1 AOU / Agricultural / Active Farm
 West: Hankins Rd N; R-1 VAR, Residences



AERIAL PHOTO APRIL 2016
 REFERENCE ONLY





Future Use Map

Area of Interest

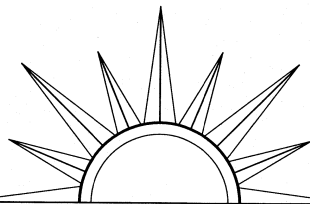
FLU2016

ZONE

- Neighborhood Commercial
- Rural Residential
- Town Neighborhood

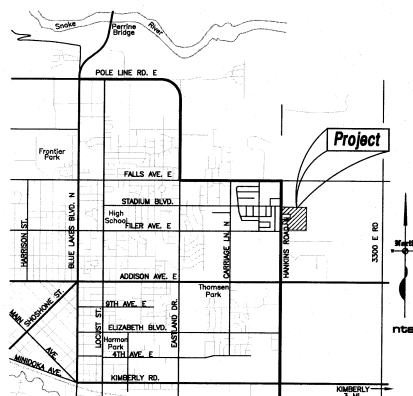


AERIAL PHOTO
REFERENCE



MORNING SUN SUBDIVISION NO. 10

A Re-Subdivision and Re-Numbering of a
Portion of
Lot 1, Block 2
SACKETT FARM SUBDIVISION NO. 2
Located In
A Portion of
SW ⁴ NW ⁴, Section 12
Township 10 South, Range 17 East
Boise Meridian
Twin Falls County, Idaho
2018



Twin Falls, Idaho

Health Certificate

"SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED BASED ON THE STATE OF IDAHO, DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. BUYER IS CAUTIONED AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED."

DISTRICT HEALTH DEPARTMENT, EHS

DATE:

Sheet Index

- 1 OF 7 PLAT COVER
- 2 OF 7 PLAT FACE
- 3 OF 7 SHEET 3
- 4 OF 7 SHEET 4
- 5 OF 7 CURVE, LINE & EASEMENT DATA
- 6 OF 7 CERTIFICATE OF OWNER
- 7 OF 7 ACKNOWLEDGEMENTS

Notes:

1. ALL RESIDENTIAL LOTS ADJACENT TO STADIUM BOULEVARD, FILER AVENUE EAST AND HANKINS ROAD NORTH SHALL NOT HAVE DIRECT ACCESS TO THOSE STREETS.
2. TRACT A, BLOCK 1, RETENTION EASEMENT C AND RETENTION EASEMENT E WILL BE OWNED AND MAINTAINED BY A PROPERTY OWNERS ASSOCIATION.
3. TRACT B, BLOCK 5, WILL BE PURCHASED BY THE CITY OF TWIN FALLS FOR FUTURE DEVELOPMENT.

Survey References

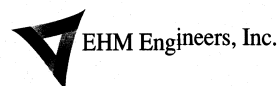
1. #2017-008559
2. SACKETT FARM SUBDIVISION NO. 2 #2015-007935
3. #2008-014155
4. #0000-976425

Deed References

#2016-007228

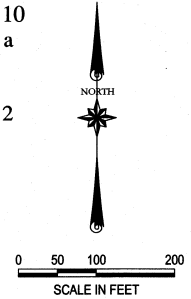
Monument Certification

THE INTERIOR MONUMENTS ON THIS PLAT SHOWN AS "TO BE SET" WILL BE SET IN ACCORDANCE WITH SECTION 50-1333, IDAHO CODE, OR BEFORE 1 YEAR AFTER THE RECORDATION OF THE FINAL PLAT OR AS DETERMINED BY THE CITY OF TWIN FALLS.





MORNING SUN SUBDIVISION NO. 10
A Re-Subdivision and Re-Numbering of a
Portion of
Lot 1, Block 2
SACKETT FARM SUBDIVISION NO. 2
Located in
SW 4 NW 4, Section 12
Township 10 South, Range 17 East
Boise Meridian
Twin Falls County, Idaho
2018



- (A) UTILITY EASEMENT
- (B) DRAINAGE EASEMENT
- (C) UTILITY & RETENTION EASEMENT
- (D) INTERMOUNTAIN GAS PERMANENT EASEMENT INSTRUMENT # 2018-
- (E) RETENTION EASEMENT
- (F) ACCESS & UTILITY EASEMENT

See Sheet 4 of 7



EHM Engineers, Inc.



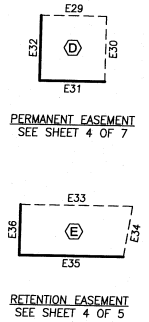
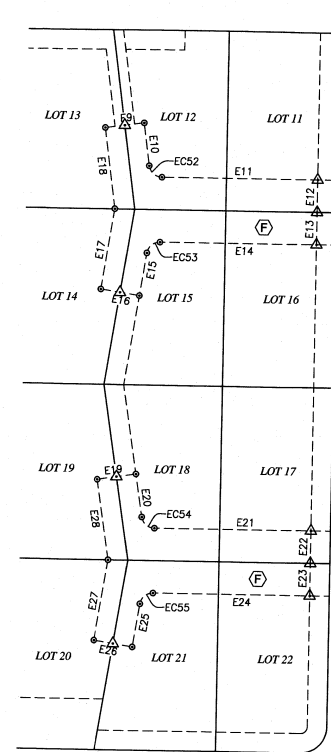


Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	1°28'53"	2544.00'	65.78'	65.77'	32.89'	S89°08'25"E
C2	88°31'07"	20.00'	30.90'	27.92'	19.49'	N44°08'25"W
C3	53°07'48"	20.00'	18.55'	17.89'	10.00'	N26°41'03"E
C4	81°36'45"	55.00'	78.34'	71.89'	47.49'	S12°26'35"W
C5	42°38'51"	55.00'	40.94'	40.00'	21.47'	S49°41'13"E
C6	42°38'51"	55.00'	40.94'	40.00'	21.47'	N87°39'56"E
C7	29°21'10"	55.00'	28.18'	27.87'	14.40'	N51°39'56"E
C8	53°07'48"	20.00'	18.55'	17.89'	10.00'	S63°33'15"W
C9	90°00'00"	20.00'	31.42'	28.28'	20.00'	S44°52'51"E
C10	91°28'53"	20.00'	31.93'	28.65'	20.52'	S45°51'35"W
C11	90°00'00"	20.00'	31.42'	28.28'	20.00'	N44°52'51"W
C12	90°00'00"	20.00'	31.42'	28.28'	20.00'	S45°07'09"W
C13	90°00'00"	20.00'	31.42'	28.28'	20.00'	S44°52'51"E
C14	90°00'00"	20.00'	31.42'	28.28'	20.00'	N45°07'09"E
C15	106°52'38"	20.00'	37.31'	32.13'	26.97'	N36°26'32"W
C16	2°39'04"	175.00'	8.10'	8.10'	4.05'	N18°19'19"E
C17	19°31'42"	200.00'	68.17'	67.84'	34.42'	N9°53'00"E
C18	79°24'58"	20.00'	27.72'	25.56'	16.61'	S50°24'40"W
C19	8°56'41"	225.00'	35.13'	35.09'	17.60'	N15°10'31"E
C20	2°39'04"	175.00'	8.10'	8.10'	4.05'	S18°19'19"W
C21	106°52'38"	20.00'	37.31'	32.13'	26.97'	S36°26'32"E
C22	19°31'42"	200.00'	68.17'	67.84'	34.42'	S9°53'00"W
C23	10°28'35"	225.00'	41.14'	41.08'	20.63'	S14°24'34"W
C24	9°03'07"	225.00'	35.55'	35.51'	17.81'	S4°38'43"W
C25	89°56'52"	20.00'	31.40'	28.27'	19.98'	N45°05'35"E
C26	90°03'08"	20.00'	31.43'	28.30'	20.02'	S44°54'25"E

Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C27	90°00'00"	20.00'	31.42'	28.28'	20.00'	S45°07'09"W
C28	90°00'00"	20.00'	31.42'	28.28'	20.00'	S44°52'51"E
C29	90°00'00"	20.00'	31.42'	28.28'	20.00'	S45°07'09"W
C30	90°00'00"	20.00'	31.42'	28.28'	20.00'	N44°52'51"W
C31	90°00'00"	20.00'	31.42'	28.28'	20.00'	N45°07'09"E
C32	90°00'00"	20.00'	31.42'	28.28'	20.00'	S44°52'51"E
C33	90°00'00"	20.00'	31.42'	28.28'	20.00'	S45°07'09"W
C34	90°00'00"	20.00'	31.42'	28.28'	20.00'	N44°52'51"W
C35	90°00'00"	20.00'	31.42'	28.28'	20.00'	N45°07'09"E
C36	53°07'48"	20.00'	18.55'	17.89'	10.00'	N63°18'57"W
C37	47°54'51"	55.00'	45.99'	44.67'	24.44'	S60°42'28"E
C38	52°14'13"	55.00'	50.14'	48.43'	26.97'	N69°13'00"E
C39	47°00'09"	55.00'	45.12'	43.86'	23.92'	N19°35'49"E
C40	49°06'24"	55.00'	47.14'	45.71'	25.13'	N28°27'27"W
C41	53°07'48"	20.00'	18.55'	17.89'	10.00'	S26°26'45"E
C42	53°07'48"	20.00'	18.55'	17.89'	10.00'	S26°41'03"W
C43	31°48'23"	55.00'	30.53'	30.14'	15.67'	N37°20'46"E
C44	50°44'00"	55.00'	48.70'	47.13'	26.08'	N3°55'26"W
C45	37°15'42"	55.00'	35.77'	35.14'	18.54'	N47°55'17"W
C46	65°53'10"	55.00'	63.25'	59.82'	35.64'	S80°30'17"W
C47	10°34'22"	55.00'	10.15'	10.13'	5.09'	S42°16'31"W
C48	53°07'48"	20.00'	18.55'	17.89'	10.00'	N63°33'15"E
C49	90°00'00"	20.00'	31.42'	28.28'	20.00'	N44°52'51"W
C50	90°00'00"	20.00'	31.42'	28.28'	20.00'	N45°07'09"E
C51	1°28'53"	2500.00'	64.64'	64.64'	32.32'	S89°08'25"E



Easement Line Table

LINE E#	BEARING	DISTANCE
E9	N82°22'41"E	30.00'
E10	S7°37'19"E	33.08'
E11	S89°52'51"E	134.53'
E12	S0°07'09"W	25.00'
E13	S0°07'09"W	25.00'
E14	N89°52'51"W	135.12'
E15	S8°55'04"W	102.74'
E16	N81°04'56"W	30.00'
E17	N8°55'04"E	62.82'
E18	N7°37'19"W	62.82'
E19	N81°19'14"E	30.00'
E20	S8°40'46"E	102.74'
E21	S89°52'51"E	135.12'
E22	S0°07'09"W	25.00'
E23	S0°07'09"W	25.00'
E24	N89°52'51"W	135.27'

Easement Line Table

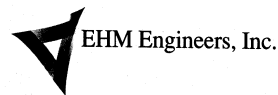
LINE E#	BEARING	DISTANCE
E25	S9°11'20"W	33.55'
E26	N80°48'40"W	30.00'
E27	N9°11'20"E	62.64'
E28	N8°40'46"W	62.64'
E29	S89°55'26"E	50.00'
E30	N89°44'25"E	100.00'
E31	S0°35'53"W	49.99'
E32	S0°36'02"W	50.00'
E33	N89°55'59"W	50.00'
E34	S89°44'25"W	100.00'
E35	N0°36'02"E	50.00'
E36	S89°55'59"E	85.90'
E37	S9°11'20"W	39.50'
E38	N89°55'59"W	80.00'
E39	N0°36'02"E	50.00'
E40	N0°36'02"E	39.00'

Line Table

LINE #	BEARING	DISTANCE
L1	S88°23'58"E	44.50'
L2	S88°23'58"E	45.53'
L3	S88°23'58"E	11.33'
L4	S89°52'51"E	2.91'
L5	S89°52'51"E	45.00'
L6	S89°52'51"E	45.00'
L7	N89°55'59"W	45.02'
L8	N89°55'59"W	44.98'

Easement Curve Table

CURVE E#	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
EC52	82°15'32"	10.00'	14.36'	13.16'	8.73'	N48°45'05"W
EC53	81°12'05"	10.00'	14.17'	13.02'	8.57'	N49°31'07"E
EC54	81°12'05"	10.00'	14.17'	13.02'	8.57'	N49°16'49"W
EC55	80°55'49"	10.00'	14.13'	12.98'	8.53'	N49°39'14"E



CERTIFICATE OF OWNERS

THIS IS TO CERTIFY THAT THE UNDERSIGNED ARE THE OWNER, OR REPRESENTATIVES OF THE OWNER, IN FEE SIMPLE OF THE FOLLOWING DESCRIBED PROPERTY LOCATED IN A PORTION OF SW 1/4 NW 1/4 OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO, SAID PROPERTY BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12, SAID POINT LIES N00°36'02"E 2647.18 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 12;

THENCE, SOUTH 00°36'02" WEST 1323.60 FEET ALONG THE WEST BOUNDARY OF SAID SECTION 12;

THENCE, LEAVING SAID WEST BOUNDARY, SOUTH 88°23'58" EAST 58.01 FEET ALONG THE CENTERLINE OF STADIUM BOULEVARD,

THENCE, LEAVING SAID CENTERLINE, SOUTH 00°36'02" WEST 44.01 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 2 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "SACKETT FARM SUBDIVISION NO. 2", RECORDED MAY 20, 2015 AS INSTRUMENT NO. 2015-007935, IN THE OFFICE OF THE COUNTY RECORDER OF TWIN FALLS COUNTY AND BEING THE REAL POINT OF BEGINNING.

THENCE, SOUTH 88°23'58" EAST 395.74 FEET ALONG THE BOUNDARY OF SAID LOT 1, BLOCK 2;

THENCE, CONTINUING ALONG SAID BOUNDARY, ALONG THE ARC OF A TANGENT 2544.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01°28'53", AN ARC DISTANCE OF 65.78 FEET AND A CHORD DISTANCE OF 65.77 FEET THAT BEARS SOUTH 89°08'25" EAST;

THENCE, CONTINUING ALONG SAID BOUNDARY, SOUTH 89°52'51" EAST 810.13 FEET;

THENCE, CONTINUING ALONG SAID BOUNDARY, SOUTH 00°31'40" WEST 1193.77 FEET;

THENCE, CONTINUING ALONG SAID BOUNDARY, NORTH 89°55'59" WEST 957.13 FEET;

THENCE, CONTINUING ALONG SAID BOUNDARY, NORTH 00°36'02" EAST 316.00 FEET;

THENCE, CONTINUING ALONG SAID BOUNDARY, NORTH 89°55'59" WEST 316.00 FEET;

THENCE, CONTINUING ALONG SAID BOUNDARY, NORTH 00°36'02" EAST 234.40 FEET;

THENCE, CONTINUING ALONG SAID BOUNDARY, NORTH 89°44'25" EAST 435.80 FEET;

THENCE, CONTINUING ALONG SAID BOUNDARY, NORTH 00°39'56" EAST 208.10 FEET;

THENCE, LEAVING SAID BOUNDARY NORTH 00°36'02" EAST 65.07 FEET;

THENCE, NORTH 89°23'58" WEST 435.98 FEET TO A POINT ON SAID BOUNDARY OF LOT 1, BLOCK 2;

THENCE, CONTINUING ALONG SAID BOUNDARY, NORTH 00°36'02" EAST 375.91 FEET TO SAID REAL POINT OF BEGINNING.

THE GROSS AREA CONTAINED IN THIS PLATTED LAND AS DESCRIBED IS 29.88 ACRES.

IT IS THE INTENTION OF THE UNDERSIGNED TO, AND HE DOES HEREBY INCLUDE SAID LAND IN THIS PLAT. THAT THE UNDERSIGNED BY THESE PRESENTS DEDICATE TO THE PUBLIC FOR PUBLIC USE FOREVER THE ROAD RIGHTS OF WAY AS SHOWN ON THIS PLAT. THE EASEMENTS INDICATED ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES DESIGNATED ON THIS PLAT. NO STRUCTURE OTHER THAN FOR SUCH UTILITY AND OTHER DESIGNATED PUBLIC USES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS.

PURSUANT TO IDAHO CODE 50-1334, I, THE UNDERSIGNED, AS OWNER, DO HEREBY STATE THAT THE LOTS ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF TWIN FALLS MUNICIPAL WATER SYSTEM.

PURSUANT TO IDAHO CODE 31-3805, I, THE UNDERSIGNED, AS OWNER, DO HEREBY STATE THAT THE IRRIGATION WATER RIGHTS APPURTENANT AND THE ASSESSMENT OBLIGATION OF THE LANDS IN THIS PLAT HAVE NOT BEEN TRANSFERRED FROM SAID LANDS AND THAT A SATISFACTORY IRRIGATION WATER DELIVERY SYSTEM IS PROVIDED FOR AND HAS BEEN APPROVED BY THE TWIN FALLS CITY COUNCIL. LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE TWIN FALLS CANAL COMPANY.

WICKEL LAND COMPANY, LLP, AN IDAHO LIMITED LIABILITY PARTNERSHIP

BY: JESSE D. WICKEL, PARTNER

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss

ON THIS _____ DAY OF _____, 2018, AT _____ M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JESSE D. WICKEL, KNOWN OR IDENTIFIED TO ME TO BE A PARTNER, IN WICKEL LAND COMPANY, LLP, AN IDAHO LIMITED LIABILITY PARTNERSHIP, AND THE PARTNER WHO SUBSCRIBED SAID PARTNERSHIP NAME TO THE FOREGOING CERTIFICATE, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID PARTNERSHIP NAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC

RESIDING AT

COMMISSION EXPIRES



CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT I, CHRISTOPHER S. HARMISON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, MADE THE SURVEY OF THE LAND DESCRIBED IN THE CERTIFICATE OF OWNER AND THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY AS MADE AND STAKED UNDER MY SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



APPROVAL OF CITY COUNCIL

THIS PLAT WAS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF TWIN FALLS, IDAHO AT THEIR MEETING ON THIS _____ DAY OF _____, 2018.

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.

CITY ENGINEER _____

ATTEST _____

COUNTY SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR IN AND FOR TWIN FALLS COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATED TO PLATS AND SURVEYS.

GEORGE A. YERION
COUNTY SURVEYOR

DATE _____

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

ON THIS _____ DAY OF _____, 2018, AT _____ M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GEORGE A. YERION, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC _____

RESIDING AT _____

COMMISSION EXPIRES _____

COUNTY TREASURER'S CERTIFICATE

I, _____, COUNTY TREASURER IN AND FOR THE COUNTY OF TWIN FALLS, 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 DAYS ONLY.

COUNTY TREASURER _____

DATE _____

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO. _____

STATE OF IDAHO }
COUNTY OF TWIN FALLS } ss

ON THIS _____ DAY OF _____, 2018, 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 _____

DEPUTY _____

EX-OFFICIO RECORDER _____



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:	)	
	)	
<u>Final Plat Application,</u>	)	FINDINGS OF FACT,
	)	
<u>Pillar Falls Plaza Subdivision</u>	)	CONCLUSIONS OF LAW,
<u>Applicant(s).</u>	)	
	)	AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on May 14, 2018 for consideration of the final plat of the Pillar Falls Plaza Subdivision, approximately 21 (+/-) acres consisting of 24 lots located near Pole Line Road East & Mountain View Drive, and the City Council having heard testimony from interested parties, having received written Findings from the Planning and Zoning Commission and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has requested approval of the final plat of the Pillar Falls Plaza Subdivision, approximately 21 (+/-) acres consisting of 24 lots located near Pole Line Road East & Mountain View Drive
2. The property in question is zoned C-1 CRO PUD pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Mixed Use in the duly adopted Comprehensive Plan of the City of Twin Falls.
3. The existing neighboring land uses in the immediate area of this property are: to the north, Snake River Canyon; to the south, Pole Line Road East; to the east, Residential; to the west, Residential.
4. The City Engineering Office has reviewed the final plat and has approved the proposed street accesses and public utility extensions, subject to availability of such services at the time of development. The developer will pay all costs of public improvements, including but not limited to streets, curb gutter and

sidewalks, sewer, water and pressurized irrigation systems. The proposed development includes dedication of additional right-of-way in compliance with the Master Street Plan.

Based on the foregoing Findings of Fact and the regulations and standards set forth below, the City Council hereby makes the following

CONCLUSIONS OF LAW

1. The final plat of the Pillar Falls Plaza Subdivision, approximately 21 (+/-) acres consisting of 24 lots located near Pole Line Road East & Mountain View Drive is in conformance with the objectives of the zoning ordinance and the policy for developments in Twin Falls City Code §10-1-4. Specifically, the land can be used safely for building purposes without danger to health or peril from fire, flood or other menace, proper provision has been made for drainage, water sewerage and capital improvements including schools, parks, recreation facilities, transportation facilities and improvements, all existing and proposed public improvements conform to the Comprehensive Plan.

2. The final plat is in conformance with the Comprehensive Plan as required by Twin Falls City Code §10-12-2.3(H)(2)(a).

3. Public services are currently available to accommodate the proposed development, as required by Twin Falls City Code §10-12-2.3(H) (2) (b). Public services may not be available at the time of development, depending upon the speed of development of this and other subdivisions and the ability of the City to obtain additional water and/or sewer capacity.

4. The development of streets, sewer, water, irrigation, dedication of park land and other public improvements at the cost of the developer will not adversely affect any capital improvement plan and will integrate with existing public facilities, as required by Twin Falls City Code §10-12-2.3(H)(2)(c).

5. There is sufficient public financial capability of supporting services for the proposed development, as required by Twin Falls City Code §10-12-2.3(H)(2)(d).

6. There are no other health, safety or environmental problems associated with the proposed development that were brought to the City Council's attention, per Twin Falls City Code §10-12- 2.3(H)(2)(e).

7. The final plat is in conformance with the Preliminary Plat. Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

The request for approval of the final plat of the Pillar Falls Plaza Subdivision, approximately 21 (+/-) acres consisting of 24 lots located near Pole Line Road East & Mountain View Drive is hereby granted, subject to final technical review by the City Engineer's Office and subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"EXHIBIT NO. A"

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.



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:	)	
	)	
<u>Final Plat Application,</u>	)	FINDINGS OF FACT,
	)	
<u>Sunwest Subdivision No. 1, a PUD</u>	)	CONCLUSIONS OF LAW,
<u>Applicant(s).</u>	)	
	)	AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on May 14, 2018 for consideration of the final plat of the Sunwest Subdivision No. 1, a PUD, approximately 3 (+/-) acres consisting of 2 lots located near the NE Corner of Washington Street North & Cheney Drive and the City Council having heard testimony from interested parties, having received written Findings from the Planning and Zoning Commission and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has requested approval of the final plat of the Sunwest Subdivision No. 1, a PUD, approximately 3 (+/-) acres consisting of 2 lots located near the NE Corner of Washington Street North & Cheney Drive
2. The property in question is zoned C-1 PUD pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Mixed Use in the duly adopted Comprehensive Plan of the City of Twin Falls.
3. The existing neighboring land uses in the immediate area of this property are: to the north, Undeveloped Property; to the south, Cheney Driver; to the east, Undeveloped Property; to the west, Washington Street North.
4. The City Engineering Office has reviewed the final plat and has approved the proposed street accesses and public utility extensions, subject to availability of such services at the time of development. The

developer will pay all costs of public improvements, including but not limited to streets, curb gutter and sidewalks, sewer, water and pressurized irrigation systems. The proposed development includes dedication of additional right-of-way in compliance with the Master Street Plan.

Based on the foregoing Findings of Fact and the regulations and standards set forth below, the City Council hereby makes the following

CONCLUSIONS OF LAW

1. The final plat of the Sunwest Subdivision No. 1, a PUD, approximately 3 (+/-) acres consisting of 2 lots located near the NE Corner of Washington Street North & Cheney Drive is in conformance with the objectives of the zoning ordinance and the policy for developments in Twin Falls City Code §10-1-4. Specifically, the land can be used safely for building purposes without danger to health or peril from fire, flood or other menace, proper provision has been made for drainage, water sewerage and capital improvements including schools, parks, recreation facilities, transportation facilities and improvements, all existing and proposed public improvements conform to the Comprehensive Plan.

2. The final plat is in conformance with the Comprehensive Plan as required by Twin Falls City Code §10-12-2.3(H)(2)(a).

3. Public services are currently available to accommodate the proposed development, as required by Twin Falls City Code §10-12-2.3(H) (2) (b). Public services may not be available at the time of development, depending upon the speed of development of this and other subdivisions and the ability of the City to obtain additional water and/or sewer capacity.

4. The development of streets, sewer, water, irrigation, dedication of park land and other public improvements at the cost of the developer will not adversely affect any capital improvement plan and will integrate with existing public facilities, as required by Twin Falls City Code §10-12-2.3(H)(2)(c).

5. There is sufficient public financial capability of supporting services for the proposed development, as required by Twin Falls City Code §10-12-2.3(H)(2)(d).

6. There are no other health, safety or environmental problems associated with the proposed development that were brought to the City Council's attention, per Twin Falls City Code §10-12- 2.3(H)(2)(e).

7. The final plat is in conformance with the Preliminary Plat. Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

The request for approval of the final plat of the Sunwest Subdivision No. 1, a PUD, approximately 3 (+/-) acres consisting of 2 lots located near the NE Corner of Washington Street North & Cheney Drive is hereby granted, subject to final technical review by the City Engineer's Office and subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"EXHIBIT NO. A"

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.



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:	)	
	)	
<u>PUD Amendment, Application,</u>	)	FINDINGS OF FACT,
	)	
	)	CONCLUSIONS OF LAW,
<u>Cedar Park PUD #210</u>	)	
<u>c/o Summit Development</u>	)	AND DECISION
Applicant(s)	)	

This matter having come before the City Council of the City of Twin Falls, Idaho on May 21, 2018 for public hearing pursuant to public notice as required by law for a PUD Amendment to allow a planned residential 4-plex development on one (1) lot within the C-1 Zoned Designated area as shown on the Master Development Plan, 12.5 (+/-) acres located at the northwest corner of Meadow View Lane, extended and Addison Avenue East, and the City Council having heard testimony from interested parties being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for a PUD Amendment to allow a planned residential 4-plex development on one (1) lot within the C-1 Zoned Designated area as shown on the Master Development Plan, 12.5 (+/-) acres located at the northwest corner of Meadow View Lane, extended and Addison Avenue East.
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: XXXX.
3. The property in question is zoned C-1 PUD pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Neighborhood Commercial & Town Neighborhood in the duly adopted Comprehensive Plan of the City of Twin Falls.

4. The existing neighboring land uses in the immediate area of this property are: to the north, Undeveloped; to the south, Addison Avenue East/Residential & Commercial; to the east, Agriculture; to the west, proposed Mixed Use ZDA

Based on the foregoing Findings of Fact, the City Council hereby makes the following

CONCLUSIONS OF LAW

1. The application for a PUD Amendment to allow a planned residential 4-plex development on one (1) lot within the C-1 Zoned Designated area as shown on the Master Development Plan, 12.5 (+/-) acres located at the northwest corner of Meadow View Lane, extended and Addison Avenue East is consistent with the purpose of the C-1 PUD Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-4-6, 10-4-8, 10-6-1.6 & 7, 10-9, 10-10, 10-11-1 thru 8 and the Cedar Park PUD #210.

3. The proposed use is proper use in the C-1 PUD Zone, subject to the conditions, which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

4. The application for a PUD Amendment to allow a planned residential 4-plex development on one (1) lot within the C-1 Zoned Designated area as shown on the Master Development Plan, 12.5 (+/-) acres located at the northwest corner of Meadow View Lane, extended and Addison Avenue East should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls and subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

1. The application for a PUD Amendment to allow a planned residential 4-plex development on one (1) lot within the C-1 Zoned Designated area as shown on the Master Development Plan, 12.5 (+/-) acres located at the northwest corner of Meadow View Lane, extended and Addison Avenue East, subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though full set forth herein.

2. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls and conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"Exhibit No. A"

1. Subject to site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable codes and standards.
2. Subject to approval by the property owner(s) prior to recordation.
3. Subject to a signed PUD Amendment being recorded prior to any development or platting occurring on the property.

APPLICATION #2934



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:	)	
	)	
<u>Zoning District Change & Zoning Map Amendment,</u>	)	FINDINGS OF FACT,
<u>Application,</u>	)	
	)	CONCLUSIONS OF LAW,
<u>Brian Tanner</u>	)	
	)	AND DECISION

Applicant(s)

This matter having come before the City Council of the City of Twin Falls, Idaho on April 23, 2018 for public hearing pursuant to public notice as required by law for a Zoning District Change and Zoning Map Amendment from R-2 to R-2 PRO for property located at 104 Lincoln Street and the City Council having heard testimony from interested parties, and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for a Zoning District Change and Zoning Map Amendment from R-2 to R-2 PRO for property located at 104 Lincoln Street
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: March 8, 2018 and April 5, 2018
3. The property in question is zoned R-2 pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Mixed Use in the duly adopted Comprehensive Plan of the City of Twin Falls.
4. The existing neighboring land uses in the immediate area of this property are: to the north, Residential; to the south, Addison Avenue/Professional Office Park; to the east, Auto Sales; to the west, Lincoln Street/Professional Office and Residential.

Based on the foregoing Findings of Fact, the City Council hereby makes the following

CONCLUSIONS OF LAW

1. The application for a Zoning District Change and Zoning Map Amendment from R-2 to R-2 PRO for property located at 104 Lincoln Street is consistent with the purpose of the R-2 PRO Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-4-4, 10-11-1 thru 8, 10-13, 10-14, Stoker Agreement of the Twin Falls City Code.

3. The proposed use is proper use in the R-2 PRO Zone, subject to the conditions, which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

4. Public services may not be available at the time of development, depending upon the speed of development of this and other subdivisions and the ability of the City to obtain additional water and/or sewer capacity. A rezone of this property is not a guarantee city utilities are available. A will-serve letter will be issued upon review and approval for a final plat and/or a phase of a final plat.

5. The application for a Zoning District Change and Zoning Map Amendment from R-2 to R-2 PRO for property located at 104 Lincoln Street should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls and to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

1. The application for a for a Zoning District Change and Zoning Map Amendment from R-2 to R-2 PRO for property located at 104 Lincoln Street is hereby granted.

2. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls and to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"EXHIBIT NO. A"

APPLICATION #:2929



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:	)	
	)	
<u>PUD Amendment, Application,</u>	)	FINDINGS OF FACT,
	)	
	)	CONCLUSIONS OF LAW,
<u>Connie Storrer</u>	)	
<u>c/o Gerald Martens</u>	)	AND DECISION
Applicant(s)	)	

This matter having come before the City Council of the City of Twin Falls, Idaho on April 23, 2018 for public hearing pursuant to public notice as required by law for a PUD Amendment to the Preserve PUD # 261 to reflect changes in proposed uses, project boundary, completion of the Canyon Rim Trail, dedication of Trail Head Park and to allow project specific roadway standards on property located within property located within The Preserve PUD, and the City Council having heard testimony from interested parties being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for a PUD Amendment to the Preserve PUD # 261 to reflect changes in proposed uses, project boundary, completion of the Canyon Rim Trail, dedication of Trail Head Park and to allow project specific roadway standards on property located within property located within The Preserve PUD.
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: March 8, 2018 & April 5, 2018

3. The property in question is zoned R-2 PUD pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Town Neighborhood in the duly adopted Comprehensive Plan of the City of Twin Falls.

4. The existing neighboring land uses in the immediate area of this property are: to the north, Residential/Open Space; to the south, Residential/Agricultural; to the east, Residential/Open Space; to the west, Religious Facility/Residential

Based on the foregoing Findings of Fact, the City Council hereby makes the following

CONCLUSIONS OF LAW

1. The application for a PUD Amendment to the Preserve PUD # 261 to reflect changes in proposed uses, project boundary, completion of the Canyon Rim Trail, dedication of Trail Head Park and to allow project specific roadway standards on property located within property located within The Preserve PUD.

is consistent with the purpose of the R-2 PUD Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-4-4, 10-6-1, 10-11-1 thru 8, 10-14-1 thru 7, The Preserve PUD #261 of the Twin Falls City Code and the PUD Agreement.

3. The proposed use is proper use in the R-2 PUD Zone, subject to the conditions, which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

4. The application for a PUD Amendment to the Preserve PUD # 261 to reflect changes in proposed uses, project boundary, completion of the Canyon Rim Trail, dedication of Trail Head Park and to allow project specific roadway standards on property located within property located within The Preserve PUD.

should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls and subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

1. The application for a PUD Amendment to allow to the Preserve PUD # 261 to reflect changes in proposed uses, project boundary, completion of the Canyon Rim Trail, dedication of Trail Head Park and to allow project specific roadway standards on property located within property located within The Preserve PUD, subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though full set forth herein.

2. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls and conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"Exhibit No. A"

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards.
2. Subject to approval and recordation of the 1st Amended Preserve PUD Agreement #261.
3. Subject to the typical size of barrow ditch to be confirmed in the acceptable Storm water Plan by the City Engineer.
4. Subject to a pedestrian/bicycle pathway along Eastland Drive being designed and constructed by developer, as approved by City Staff. Construction to be completed by June 1, 2021, or as separately agreed to between Developer and City Council.
5. Subject to street islands and drainage swales being the responsibility of the homeowners association for maintenance, and uniformity in management.
6. Subject to a final modified roadway section being approved by City Engineer.



Date: Monday, June 4, 2018
To: Honorable Mayor and City Council
From: Jonathan Spendlove, Planning and Zoning Director, Planning & Zoning Director

ACTION ITEM

Request:

Request to adopt an Ordinance for a Zoning District Change and Zoning Map Amendment from C-1 PUD to R-6 & C-1 ZDA for property located at 2695 Addison Ave East. c/o Thad Farnham(app. 2924)

Time Estimate:

Staff presentation may be five (5) minutes.

Background:

On February 13, 2018, the Planning and Zoning Commission held the public hearing on this request. All commission members present voted in favor of forwarding a positive recommendation to City Council, with attached conditions.

On March 12, 2018, the City Council held a public hearing on this request. Three (3) people spoke during the public comment portion. Upon conclusion of council deliberations a motion was made to approve the request, as recommended by the commission, plus one (1) additional condition:

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards.
2. Subject to a recorded final plat prior to development.
3. Subject to all outside lighting being downward facing and which shall not encroach onto surrounding properties.
4. Subject to no "temporary" or off-site rental units (commonly referred to as PODS) being utilized or stored on this property.
5. Subject to no outside storage allowed within the storage unit development site.
6. *Subject to City Engineer consideration of reduction in the deeded water shares required in City Code 10-12-4-2(P)5 only through a separate agreement between City and Developer with accompanying documents detailing how the reduction is to occur, adherence requirements by subsequent owners, and any other technical or administrative items relevant to successful performance of a reduced-water-demand irrigation system.*

The motion was approved 7 to 0.

Approval Process:

The ordinance is presented by staff, if Council wishes to pass it during this meeting a motion is needed to suspend the rules and place the ordinance on third and final reading. A simple majority vote is then needed to pass the ordinance.

Budget Impact:

N/A

Regulatory Impact:

Adoption of this ordinance will change the Zoning Districts and subsequent development regulations governing this property. The ZDA will also be in effect for land uses, development standards, and other applicable elements.

History:

N/A

Analysis:

N/A

Conclusion:

As directed by the Council, City Staff has prepared an ordinance for your consideration. Staff recommends the adoption of the ordinance so it may be published and codified.

Attachments:

1. Farnham, Thad Rezone_Ord
2. +1b - Addison Springs ZDA

ORDINANCE NO. _____

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

WHEREAS, Thad Farnham has made application for rezoning of property located at 2695 Addison Avenue East; City of Twin Falls, and an amendment of the revised Area of Impact and Comprehensive Plan Land Use Map; and

WHEREAS, the City Planning & Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 13th day of February, 2018, to consider the Zoning Designation and necessary Zoning & Planning Map amendment upon a rezone of the real property below described, and an amendment to the revised area of Impact and Comprehensive Plan Land Use Map; and,

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

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 12th day of March, 2018.

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

SECTION 1. The following described real property located at 2695 Addison Avenue East is the subject of a Zoning District Change and Zoning Map amendment from C-1 PUD to R-6 and C-1 ZDA.

See "Exhibit A-Legal Description"

See "Exhibit B-Zoning Development Agreement"

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

SECTION 3. Public services may not be available at the time of development of this property, depending upon the speed of development of this and other developments, and the ability of the City to obtain additional water and/or sewer capacity. The annexation of this property shall not constitute a commitment by the City to provide water and/or wastewater services.

PASSED BY THE CITY COUNCIL _____, 20____

SIGNED BY THE MAYOR _____, 20____

Mayor

ATTEST:

Deputy City Clerk

PUBLISH: Thursday, _____, 20____

Exhibit A
Entire Parcel Legal Description

for

Thad Farnham – Zoning District Change & Zoning Map Amendment

As An R-6 & C-1 Zoning Development Agreement

for

Property Located at 2695 Addison Avenue East

A parcel of land lying within a portion of Section 11, Township 10 South, Range 17 East, Boise Meridian, City of Twin Falls, Twin Falls County, Idaho; being more particularly described as follows:

Commencing at the South $\frac{1}{4}$ Corner of Section 11, being a Brass Cap, proceed South 88°51'28" East, 672.53 Feet, along the southerly boundary of said Section 11, Thence North 0°06'19" West, 40.01 Feet, to the northerly right-of-way of 3900 North Road (Addison Avenue), marked by a 5/8" rebar by E.H.M., being the TRUE POINT OF BEGINNING;

THENCE North 88°51'28" West, 471.66 Feet, along the Northerly Right-of-Way of 3900 North Road to a 5/8" Rebar by PLS 7048;

THENCE North 01°08'32" East, 18.00 Feet, along the Northerly Right-of-Way of 3900 North Road to a 5/8" Rebar by PLS 7048;

THENCE North 88°51'28" West, 144.55 Feet, along the Northerly Right-of-Way of 3900 N Road to a 5/8" Rebar by PLS 7048:

THENCE 31.01 Feet, along a Curve to the Right, with a Radius of 20.00 Feet, a Delta of 88°51'01", a Tangent of 19.60 Feet, and a Chord of Length 28.00 Feet that Bears North 44°25'57" West to a 5/8" Rebar by PLS 7048;

THENCE North 00°00'27" West, 822.34 Feet, along the Easterly Right-of-Way of Carriage Lane, to a 5/8" Rebar with an Illegible Cap:

THENCE South 88°51'45" East, 633.98 Feet, along the Northerly Boundary of the Farnham/Grabowski Parcel to a 5/8" Rebar with No Cap;

THENCE South 00°06'19" East, 860.03 Feet, to the TRUE POINT OF BEGINNING, containing 12.46 acres more or less.

Basis of Bearings is South 88°51'28" East between the South $\frac{1}{4}$ Corner of Section 11 and the Southeast Corner of said Section 11, being the same Basis of Bearings as Cedar Park Subdivision No. 1.

ADDISON SPRINGS MULTI-USE DEVELOPMENT

ZDA Development Commitment Agreement

Pursuant to All Parts of the Planning Exhibit

This ZDA Development Commitment Agreement is made and entered into this ____ day of _____, 2018, by and between the City of Twin Falls, State of Idaho, a municipal corporation, hereinafter called "City" and Thad Farnham, hereinafter called "Developer", for developing a mixed-use townhome and commercial development as a Zoned Development Agreement (ZDA).

The legal description of the approximate 12.46 acre ZDA property is: A parcel of land lying within a portion of the South half of Section 11, Township 10 South, Range 17 East, Boise Meridian, City of Twin Falls, Twin Falls County, Idaho; being more particularly described in attached Exhibit "A".

WHEREAS, the City Council held a public hearing on March 12, 2018 and approved the request as presented with the following conditions:

1. Subject to site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to comply with applicable City Codes and Standards.
2. Subject to a recorded final plat prior to development.
3. Subject to all outside lighting being downward facing and which shall not encroach onto surrounding properties.
4. Subject to no "temporary" or off-site rental units (commonly referred to as PODS) being utilized or stored on this property.
5. Subject to no outside storage allowed within the storage unit development site.
6. Subject to City Engineer consideration of reduction in the deeded water shares required in City Code 10-12-4-2(P)5 only through a separate agreement between City and Developer with accompanying documents detailing how the reduction is to occur, adherence requirements by subsequent owners, and any other technical or administrative items relevant to successful performance of a reduced-water-demand irrigation system.

Development and Improvements shall conform to the standards and regulations of the Twin Falls City Code Title 10 - Chapter 4 – Section 6 (R6 zone), Chapter 4 – Section 8 (C1 zone) and Chapter 6 – Section 1 (ZDA), and all references to other sections therein, as amended, except for the conditions of approval, and following:

(1) Land Use Regulations:

- a. R6 ZDA Zone:
 - i. A clubhouse is a permitted use.
- b. C1 ZDA Zone:
 - i. Storage rental units are a permitted use.

(2) Property Development Standards:

- a. R6 ZDA Zone:
 - i. Multiple 4-plex townhome buildings, 8-plex townhome buildings and a singular clubhouse are permitted to be constructed on a single lot.
 - ii. A six (6) foot high sight-obscuring fence is required along the entire length of the north property line.
 - iii. A twenty (20) foot wide landscape buffer, as measured from back of curb and inclusive of a six (6) foot wide detached sidewalk, is required along the Carriage Lane frontage.

b. C1 ZDA Zone:

- i. A shared driveway approach onto Addison Avenue, and centered on the common southeast property corner, is permitted.
- ii. A twenty (20) foot wide landscape buffer, as measured from back of curb and inclusive of a six (6) foot wide detached sidewalk, is required along the Carriage Lane frontage.
- iii. A property line setback of fifteen feet (15') shall be maintained on the side yard and rear yard for buildings adjacent to existing residential uses with four (4) or fewer units per building, vacant property that is zoned for residential development or vacant property that is designated on the future land use plan for residential development.

(3) Project Phasing:

- a. The development shall be constructed in multiple phases. The development schedule is to initiate the residential townhome construction phase prior to, or during, calendar year 2019, and complete subsequent commercial phases as dictated by market needs.

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

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

TANYA C. LUTZ
Notary Public
State of Idaho

Owner:

Thad Farnham

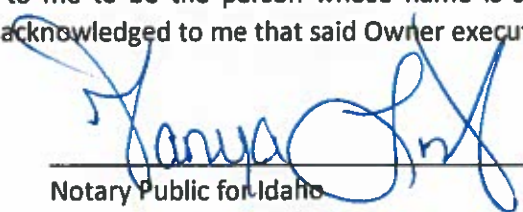


By: Thad Farnham

STATE OF IDAHO)

County of Twin Falls) ss.

On this 22nd day of March, 2018, before me, the undersigned, a Notary Public for Idaho, personally appeared Thad Farnham, know to me to be the person whose name is subscribed to the within instrument on behalf of said Owner, and he acknowledged to me that said Owner executed the same.


Notary Public for Idaho

Residing at Filer, Idaho

My commission expires 9/1/2022

EXHIBIT A
Legal Description

A parcel of land lying within a portion of Section 11, Township 10 South, Range 17 East, Boise Meridian, City of Twin Falls, Twin Falls County, Idaho; being more particularly described as follows:

Commencing at the South $\frac{1}{4}$ Corner of Section 11, being a Brass Cap, proceed South $88^{\circ}51'28''$ East, 672.53 Feet, along the southerly boundary of said Section 11, Thence North $0^{\circ}06'19''$ West, 40.01 Feet, to the northerly right-of-way of 3900 North Road (Addison Avenue), marked by a $\frac{5}{8}$ " rebar by E.H.M., being the TRUE POINT OF BEGINNING;

THENCE North $88^{\circ}51'28''$ West, 471.66 Feet, along the Northerly Right-of-Way of 3900 North Road to a $\frac{5}{8}$ " Rebar by PLS 7048;

THENCE North $01^{\circ}08'32''$ East, 18.00 Feet, along the Northerly Right-of-Way of 3900 North Road to a $\frac{5}{8}$ " Rebar by PLS 7048;

THENCE North $88^{\circ}51'28''$ West, 144.55 Feet, along the Northerly Right-of-Way of 3900 N Road to a $\frac{5}{8}$ " Rebar by PLS 7048:

THENCE 31.01 Feet, along a Curve to the Right, with a Radius of 20.00 Feet, a Delta of $88^{\circ}51'01''$, a Tangent of 19.60 Feet, and a Chord of Length 28.00 Feet that Bears North $44^{\circ}25'57''$ West to a $\frac{5}{8}$ " Rebar by PLS 7048;

THENCE North $00^{\circ}00'27''$ West, 822.34 Feet, along the Easterly Right-of-Way of Carriage Lane, to a $\frac{5}{8}$ " Rebar with an Illegible Cap:

THENCE South $88^{\circ}51'45''$ East, 633.98 Feet, along the Northerly Boundary of the Farnham/Grabowski Parcel to a $\frac{5}{8}$ " Rebar with No Cap;

THENCE South $00^{\circ}06'19''$ East, 860.03 Feet, to the TRUE POINT OF BEGINNING, containing 12.46 acres more or less.

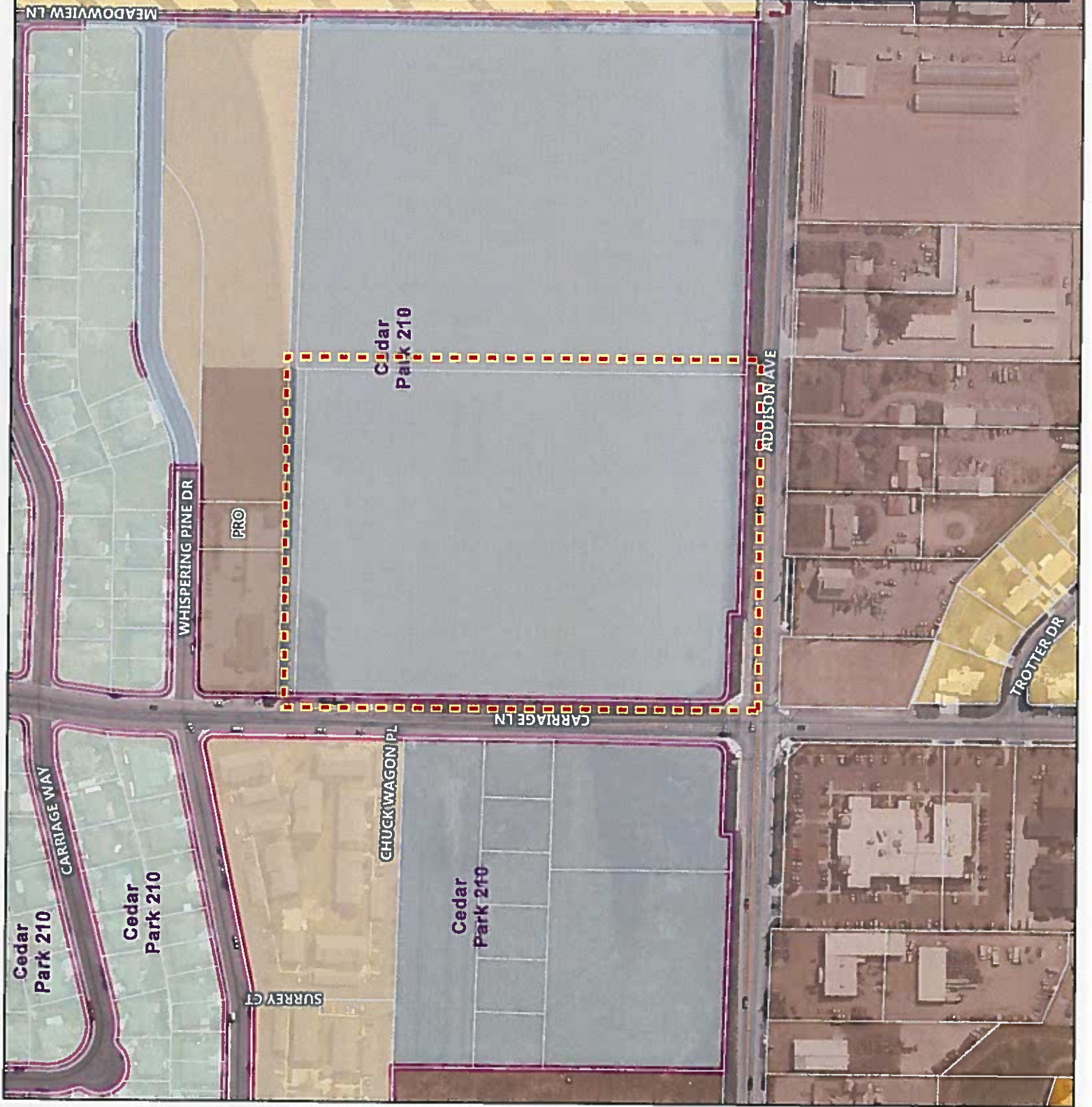
Basis of Bearings is South $88^{\circ}51'28''$ East between the South $\frac{1}{4}$ Corner of Section 11 and the Southeast Corner of said Section 11, being the same Basis of Bearings as Cedar Park Subdivision No. 1.

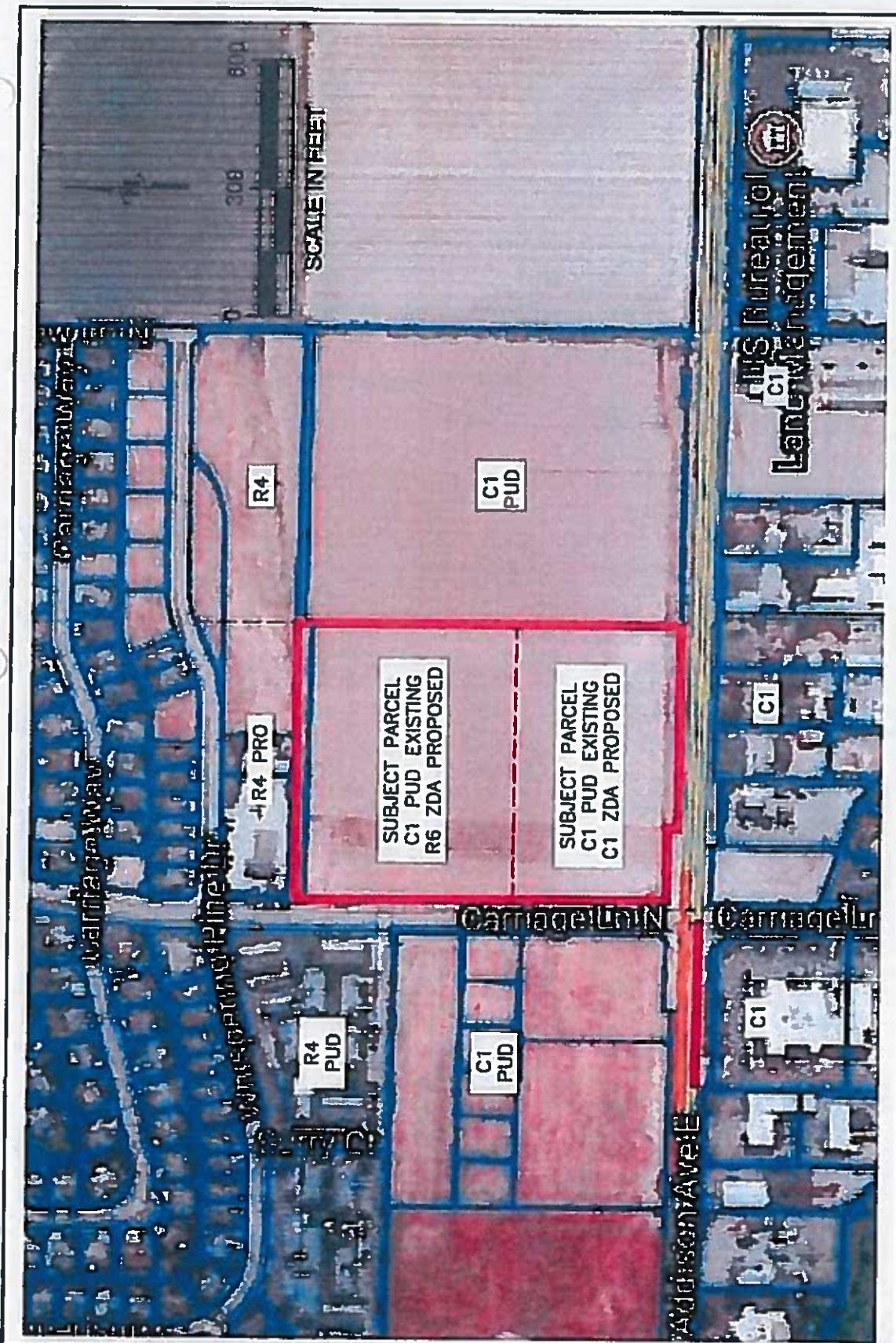
Zoning Vicinity Map

- PRO
- PUD
- C-1
- R-2
- R-4
- Area Of Impact



AERIAL PHOTO APRIL 2016
REFERENCE ONLY





ZONING DISTRICT CHANGE REQUEST OF
THAD FARINHAM

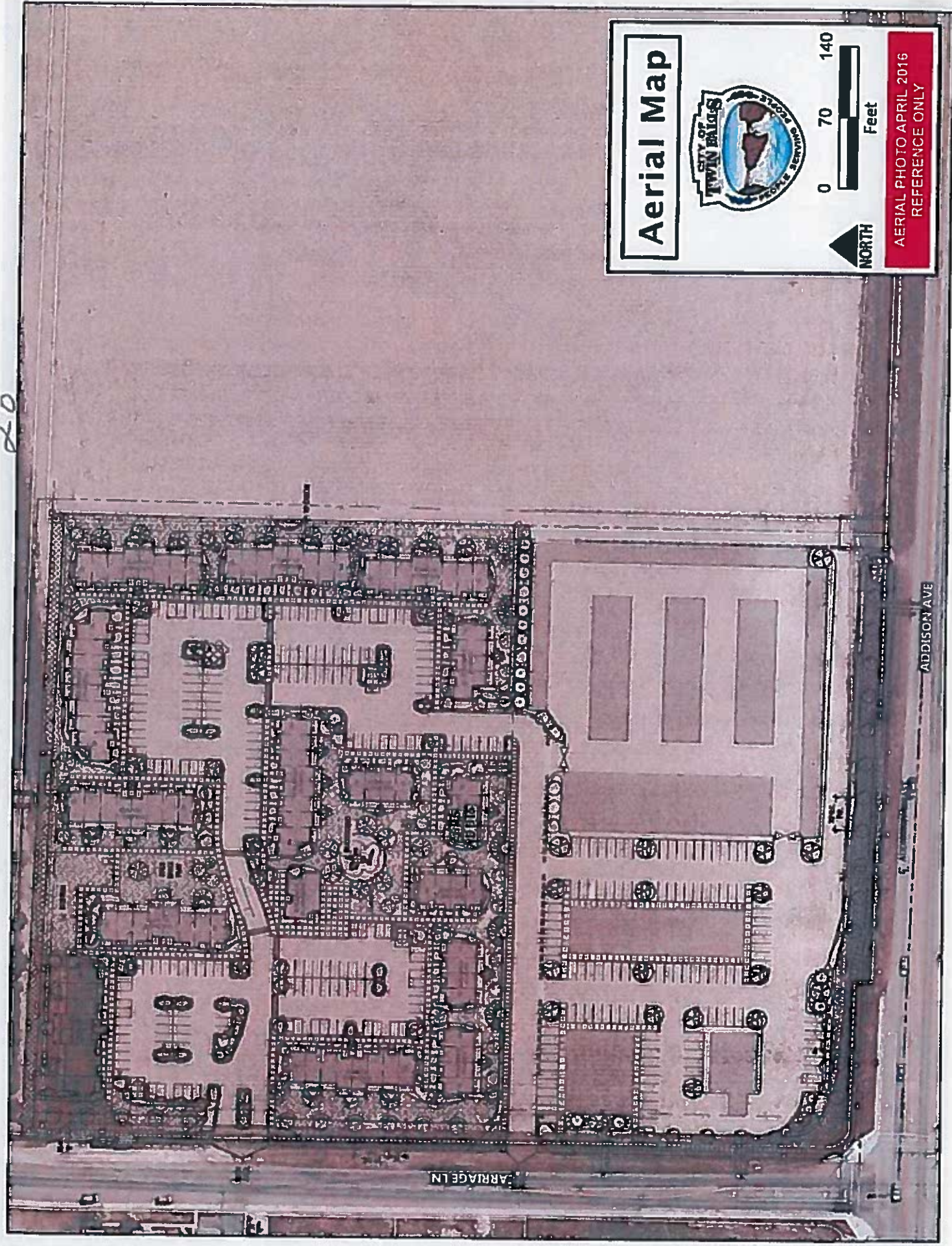
C3 - VICINITY / AREA MAP
TWIN FALLS, IDAHO



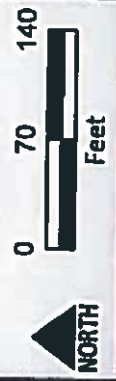
JUB ENGINEERS, INC.

DATE	DESCRIPTION
10/15/2014	PRELIMINARY
10/15/2014	FINAL
10/15/2014	REVISION

20



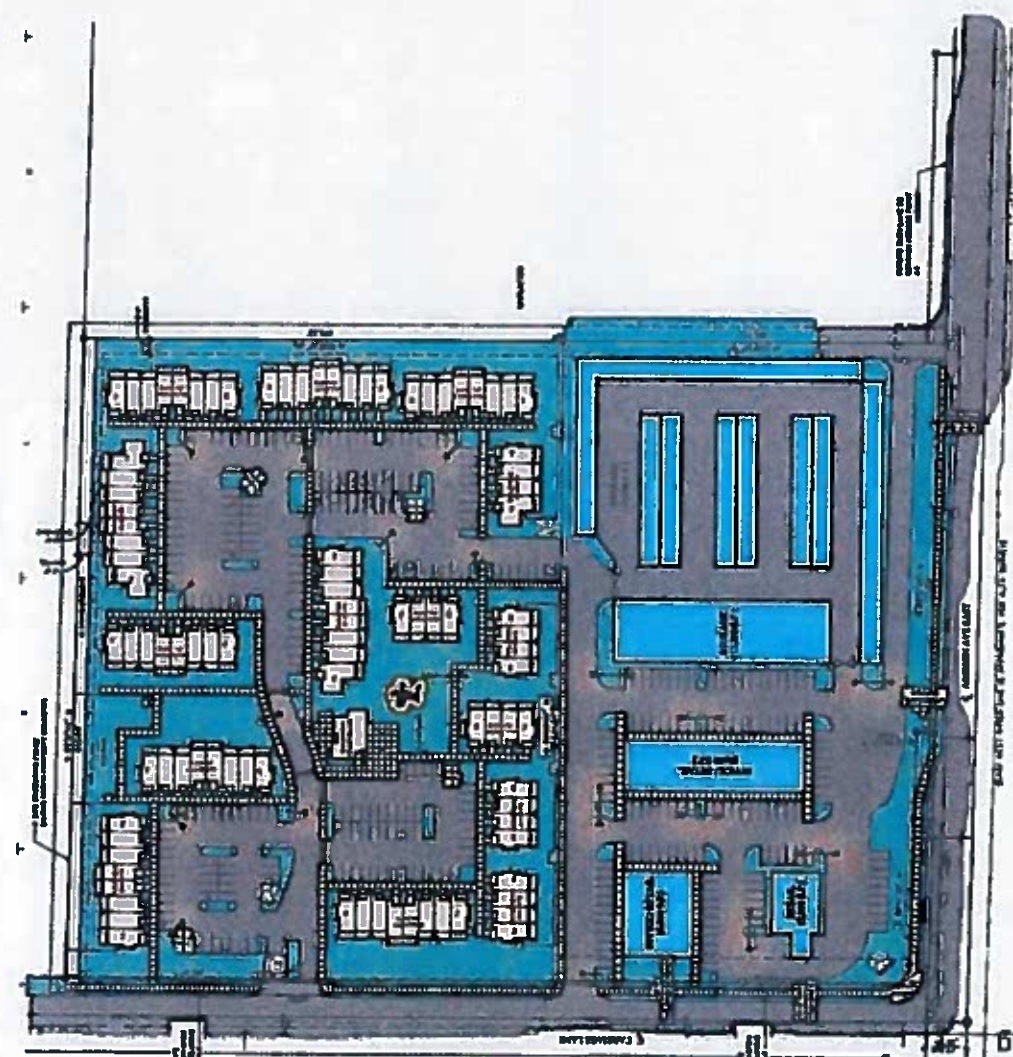
Aerial Map



AERIAL PHOTO APRIL 2016
REFERENCE ONLY

RECEIVED
01/05/2018

City of Twin Falls
Planning & Zoning



PLAN
7-001

SITE



A-0.1

PROJECT
VISSEK BUILDING COMPANY
NE CORNER ADDISON ROAD & CARNEGIE LANE
TWIN FALLS, ID 83401

CLIENT
VisseK Building Company
1275 W. River Road, Suite 100
Twin Falls, ID 83401
2020 544-4444

DESIGNER
Chancery Rockwell & Associates
1275 W. River Road, Suite 100
Twin Falls, ID 83401
2020 544-4444

DATE
01/05/2018

VICINITY MAP

DEVELOPMENT KEY PLAN

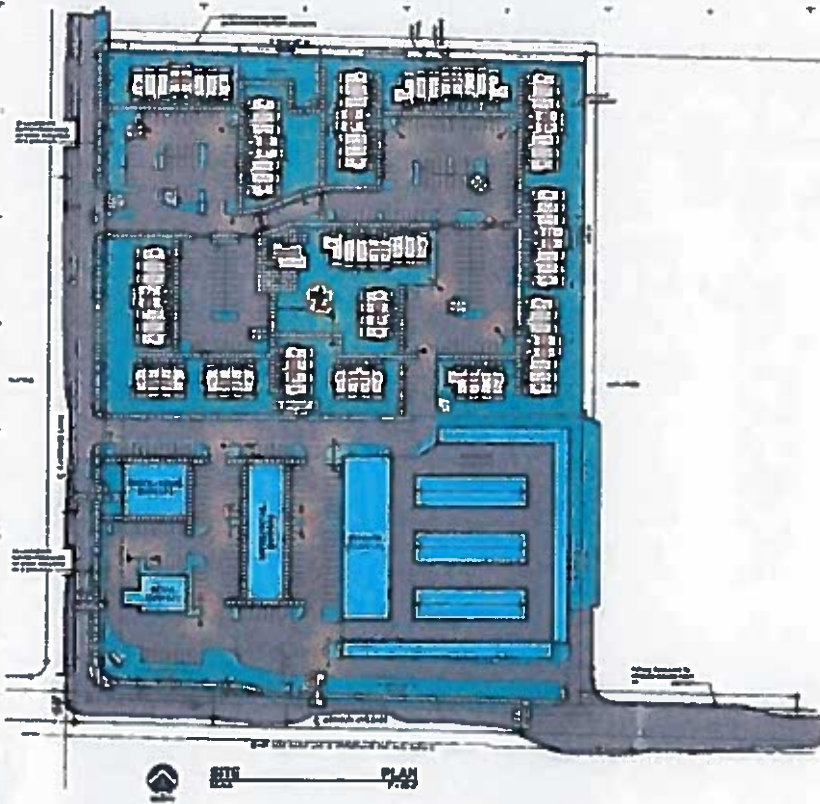
PROJECT DETAILS

- GENERAL NOTES:**
 - ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND IRC.
 - ALL UTILITIES SHALL BE DEPTH MARKED AND SHOWN ON THE SITE PLAN.
 - ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
 - ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF TWIN FALLS.
- PERMITS:**
 - ALL PERMITS SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION.
 - ALL PERMITS SHALL BE MAINTAINED UP-TO-DATE THROUGHOUT THE CONSTRUCTION PROCESS.
- CONSTRUCTION:**
 - ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 - ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TWIN FALLS ORDINANCES.
- MAINTENANCE:**
 - ALL MAINTENANCE SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF TWIN FALLS ORDINANCES.
 - ALL MAINTENANCE SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

SYMBOL LEGEND

SYMBOLS:

- EXISTING LOT LINES
- EXISTING BUILDING FOOTPRINTS
- EXISTING DRIVEWAYS
- EXISTING SIDEWALKS
- EXISTING STREETS
- EXISTING UTILITIES
- EXISTING EROSION CONTROL MEASURES
- EXISTING LANDSCAPING
- EXISTING FENCES
- EXISTING SIGNAGE
- EXISTING LIGHTING
- EXISTING PAVING
- EXISTING CURBS
- EXISTING GUTTERS
- EXISTING DRAINAGE
- EXISTING EROSION CONTROL MEASURES
- EXISTING LANDSCAPING
- EXISTING FENCES
- EXISTING SIGNAGE
- EXISTING LIGHTING
- EXISTING PAVING
- EXISTING CURBS
- EXISTING GUTTERS
- EXISTING DRAINAGE



DEVELOPMENT KEY PLAN



VICINITY MAP

PROJECT DETAILS

PROJECT NAME: VISSEY BUILDING COMPANY
PROJECT ADDRESS: 1000 ADDISON AVE EAST
PROJECT CITY: ADDISON, TEXAS
PROJECT STATE: TEXAS
PROJECT ZIP: 75001
PROJECT TYPE: OFFICE BUILDING
PROJECT SIZE: 100,000 SQ FT
PROJECT STATUS: UNDER CONSTRUCTION
PROJECT OWNER: VISSEY BUILDING COMPANY
PROJECT ARCHITECT: [Name]
PROJECT ENGINEER: [Name]
PROJECT CONTRACTOR: [Name]

SYMBOL LEGEND



VISSEY BUILDING COMPANY
 1000 ADDISON AVE EAST
 ADDISON, TEXAS 75001

Glennville National & Associates
 1000 ADDISON AVE EAST
 ADDISON, TEXAS 75001

A-0.1

**ZONING DISTRICT CHANGE & ZONING MAP AMENDMENT
AS AN R-6 & C-1 ZONING DEVELOPMENT AGREEMENT**

For

THAD FARNHAM

COLORED LANDSCAPE PLAN

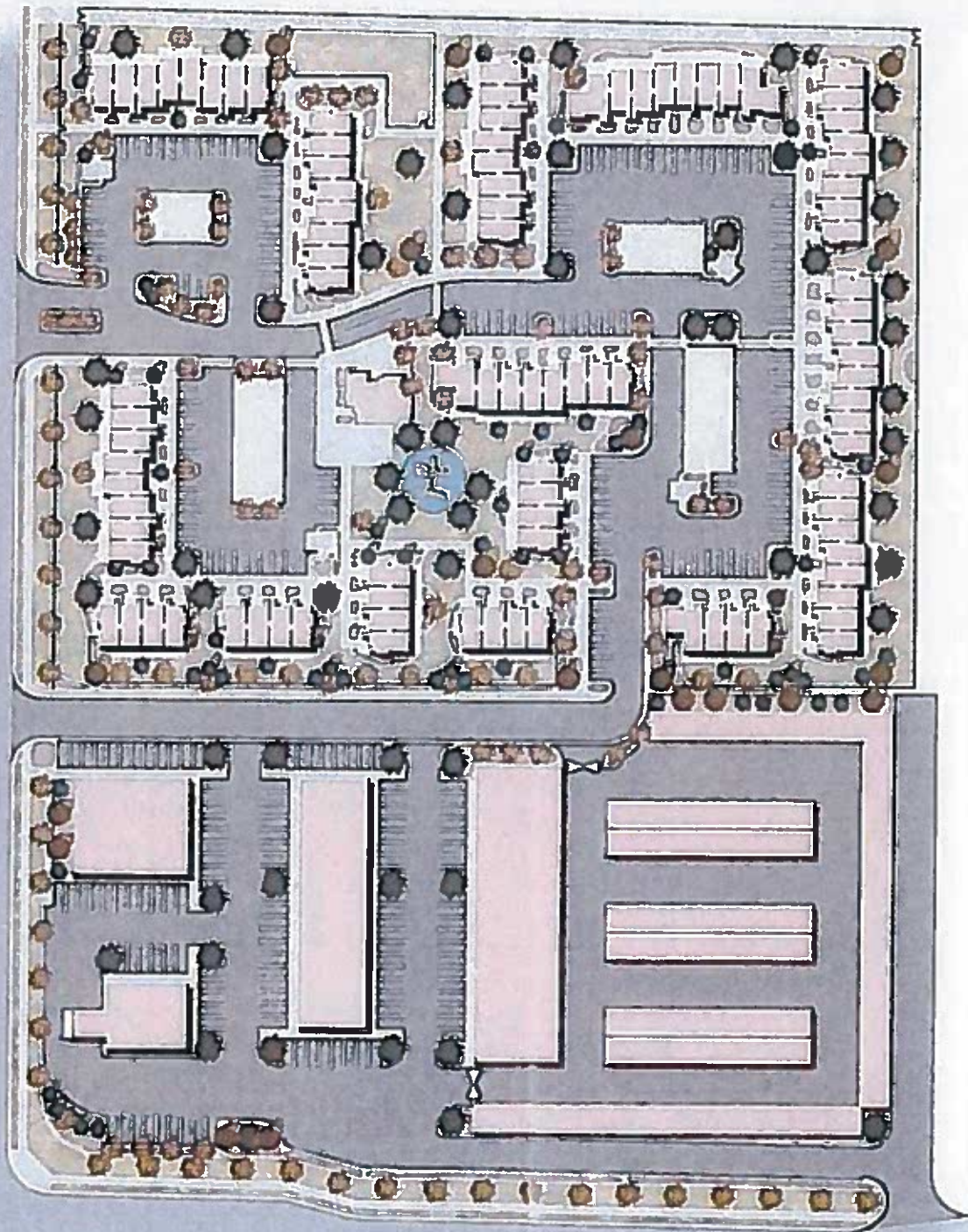


ADDISON SPRINGS Twin Falls, Idaho
Schematic Concept | 01.04.18

RECIEVED
01/05/2018

City of Twin Falls
Planning & Zoning

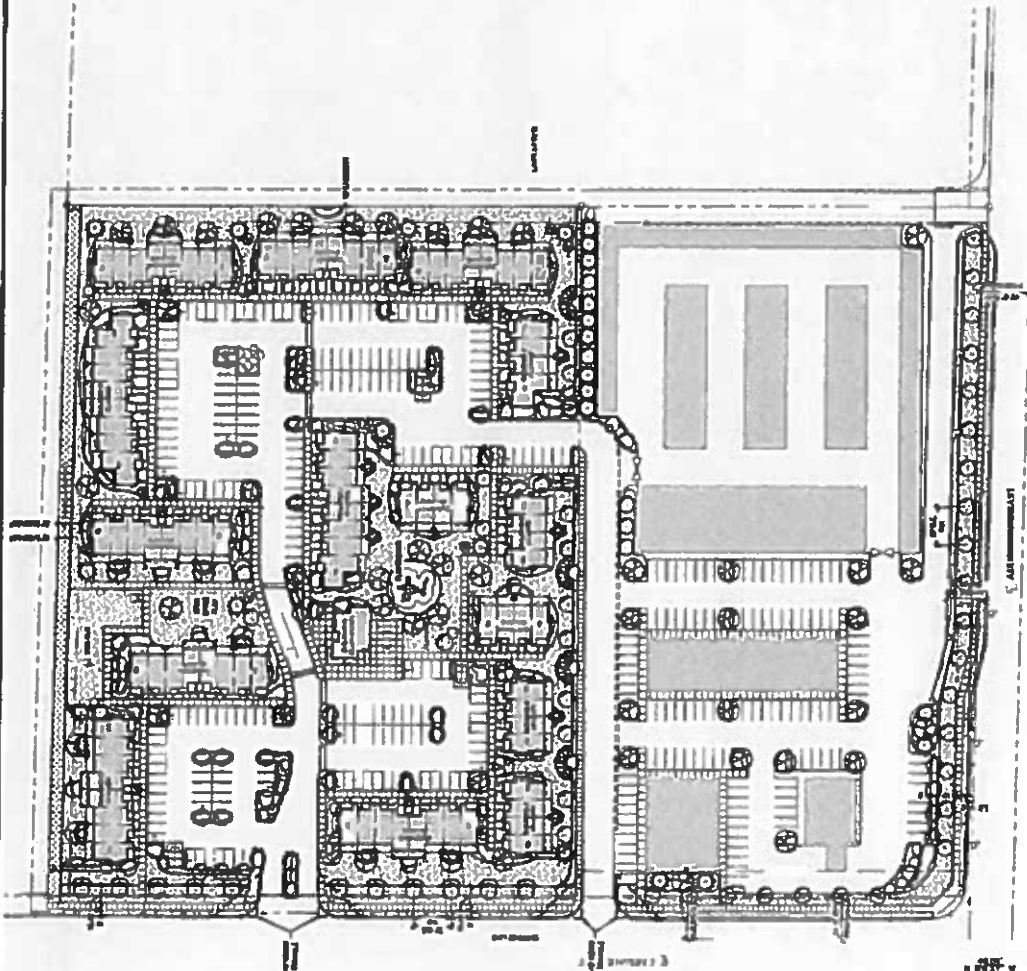
Carriage Lane



Addison Avenue



RECEIVED
01/05/2018
City of Twin Falls
Planning & Zoning



Landscape Plan
SHEET 001 OF 01

Landscape Plan Notes:

1. All landscaping shall be installed within 90 days of final construction.
2. All landscaping shall be installed within 90 days of final construction.
3. All landscaping shall be installed within 90 days of final construction.
4. All landscaping shall be installed within 90 days of final construction.
5. All landscaping shall be installed within 90 days of final construction.
6. All landscaping shall be installed within 90 days of final construction.
7. All landscaping shall be installed within 90 days of final construction.
8. All landscaping shall be installed within 90 days of final construction.
9. All landscaping shall be installed within 90 days of final construction.
10. All landscaping shall be installed within 90 days of final construction.

Materials Legend

[Symbol]	Grass
[Symbol]	Gravel
[Symbol]	Asphalt
[Symbol]	Concrete
[Symbol]	Brick
[Symbol]	Stone
[Symbol]	Water
[Symbol]	Landscaping

Addison Springs

Schematic Landscape Plan
City of Twin Falls
ZDA Re-Submittal



1.1.00

**ZONING DISTRICT CHANGE & ZONING MAP AMENDMENT
AS AN R-6 & C-1 ZONING DEVELOPMENT AGREEMENT**

For

THAD FARNHAM

COLORED ARCHITECTURAL SITE PLAN

WITH

SIGN & LIGHT LOCATIONS

Shingles Area:
= 27.5 sq. ft.

Color Palette:



Cabot
Solid Stain 0138
(Bark)



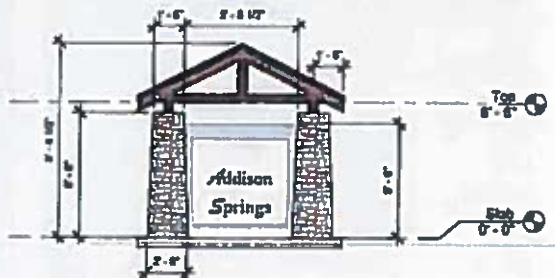
Sherwin Williams
HC-80



Bucks County
Country Ledge Stone



③ Sign - Angled View
1/2" = 1'-0"



② Front Elevation
1/4" = 1'-0"

Signage Construction:

Roof:

2x8 rafters, Plywood sheathing with Wood shakes (Dark Brown in color)

2x8 Fascia w/ 1x4 accent trim (Dark Brown in color) Stain - Cabot - Semi Solid 0138

Posts, Beams, king posts, and outriggers:

6x6 wood (Dark Brown in color) Stain - Cabot - Semi Solid 0138

Columns:

3" Tapered plywood column

Stone veneer (Champagne/Light Brown in color) with 1/4" stone cap/water table

Stone Veneer - Bucks County Country Ledge Stone

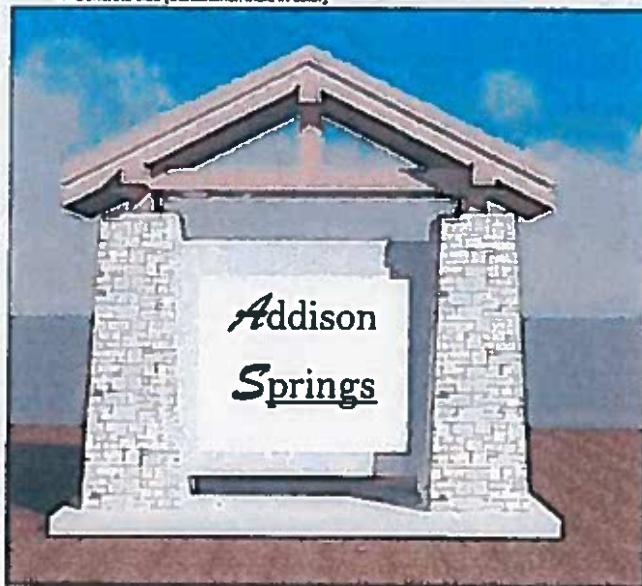
Sign Backpanel:

Stucco over OSB panel with 2x4 studs - 6" off slab and 6" below stone column cap.

Stucco - Sherwin Williams HC-80.

Base Slab:

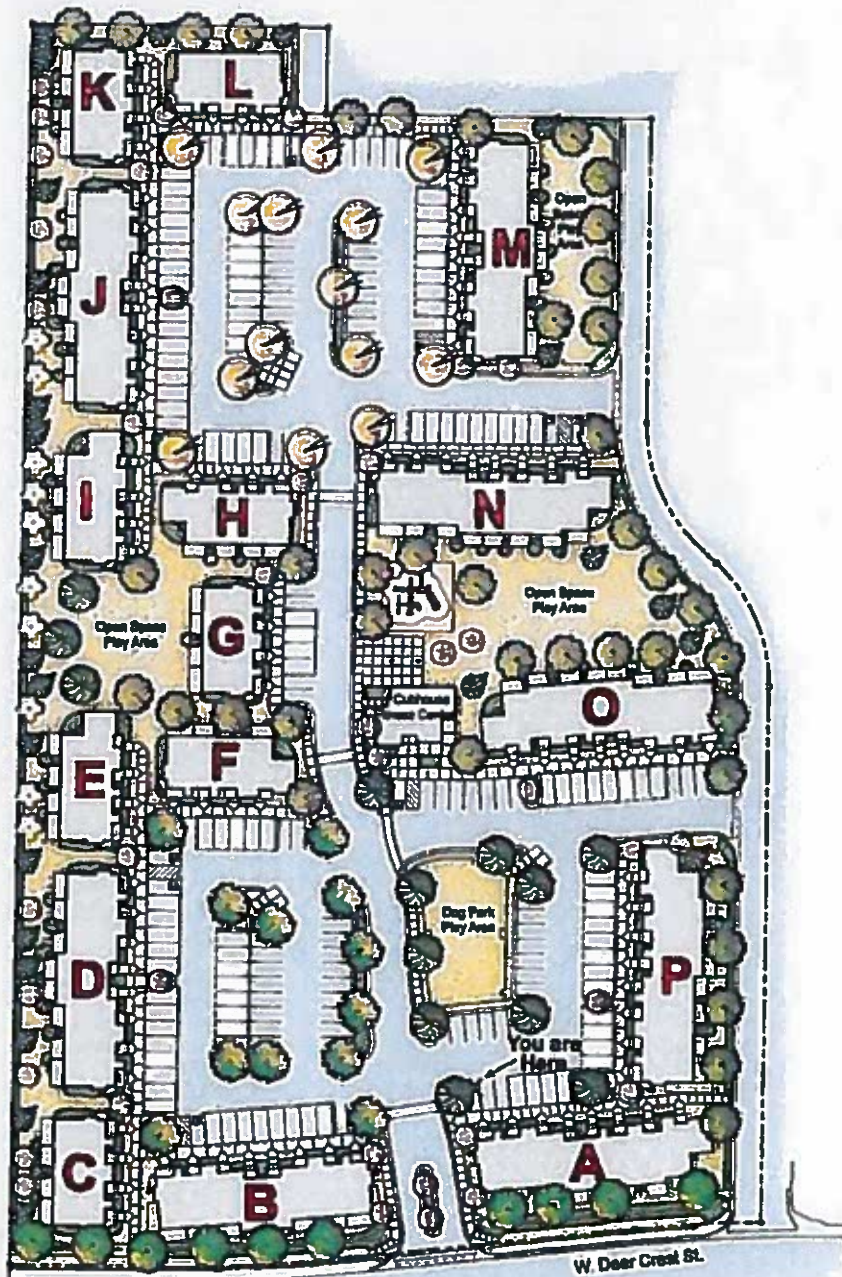
4" Concrete slab (Sandstone/GraN in color)



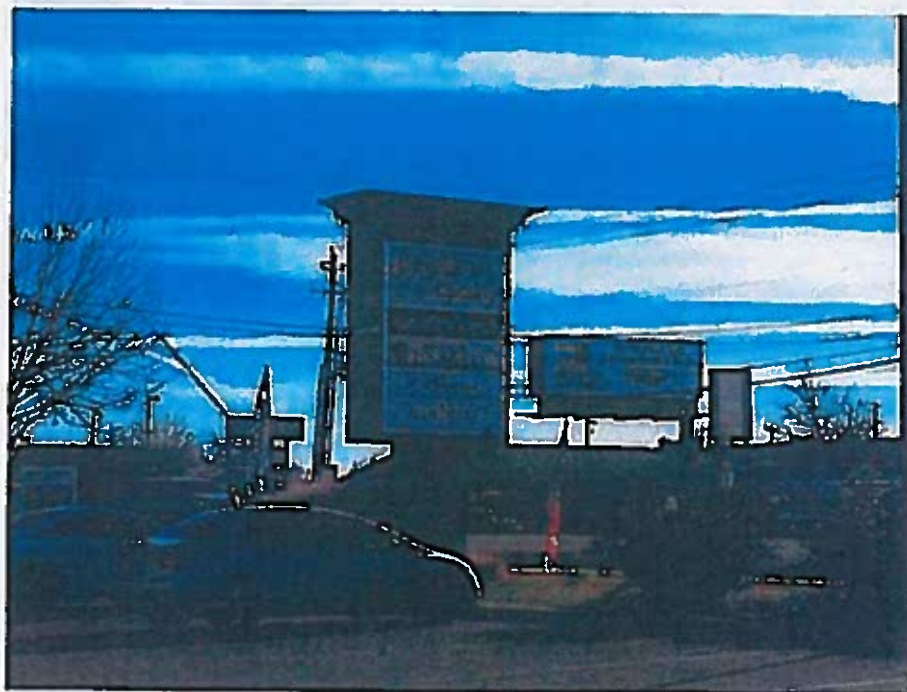
① Sign - Front View
1/2" = 1'-0"

RESIDENTIAL
ENTRYWAY SIGN

EXAMPLE OF INTERIOR WAY-FINDING SIGN



THAD FARNHAM ZDA APPLICATION
EXAMPLES OF COMMERCIAL SIGNS (PHOTOGRAPHS)



THAD FARNHAM ZDA APPLICATION
EXAMPLES OF COMMERCIAL SIGNS (PHOTOGRAPHS)



**ZONING DISTRICT CHANGE & ZONING MAP AMENDMENT
AS AN R-6 & C-1 ZONING DEVELOPMENT AGREEMENT**

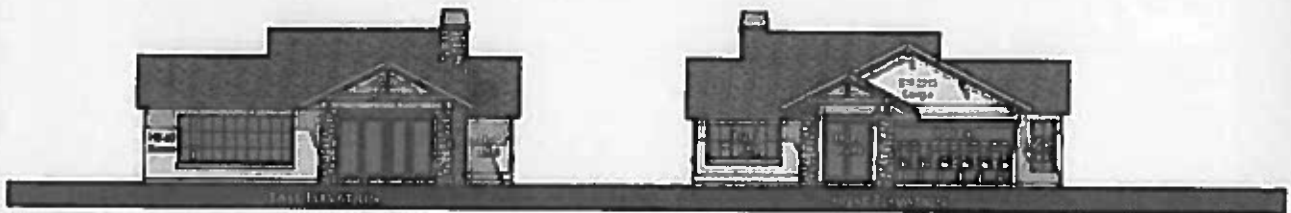
For

THAD FARNHAM

COLORED BUILDING ELEVATIONS

AND

BUILDING PHOTOGRAPHS



TYPICAL FINISHES & COLORS
 (SEE ATTACHED COLOR BOARD FOR SUGGESTED
 FINISHES & COLORS)

- FACIA: MC 70
- METAL ROOF: MICRON (T.V.)
- TRIM: 1/2" x 1/2" x 1/2" x 1/2" x 1/2" x 1/2"
- ENTRY DOOR: 1001

DOOR: 1001 (SEE ATTACHED COLOR BOARD)

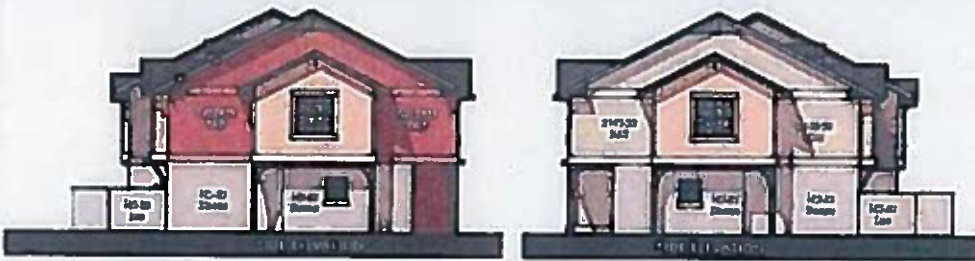


TYPICAL FINISHES & COLORS
 (ALL ELEVATIONS SHOWN EXCEPT FOR 01-03-20)
 (COLORS U.S.A. ONLY)

- FASCIA: (HC-70)
- METAL ROOF: HICKORY (T.V.1)
- TRIM: (HC-70) OR (HC-70) (KANGY STAIN)
- ENTRY DOOR: (HC-70)

1"= 1'-0" (NOTES SHEET 01-03-20)





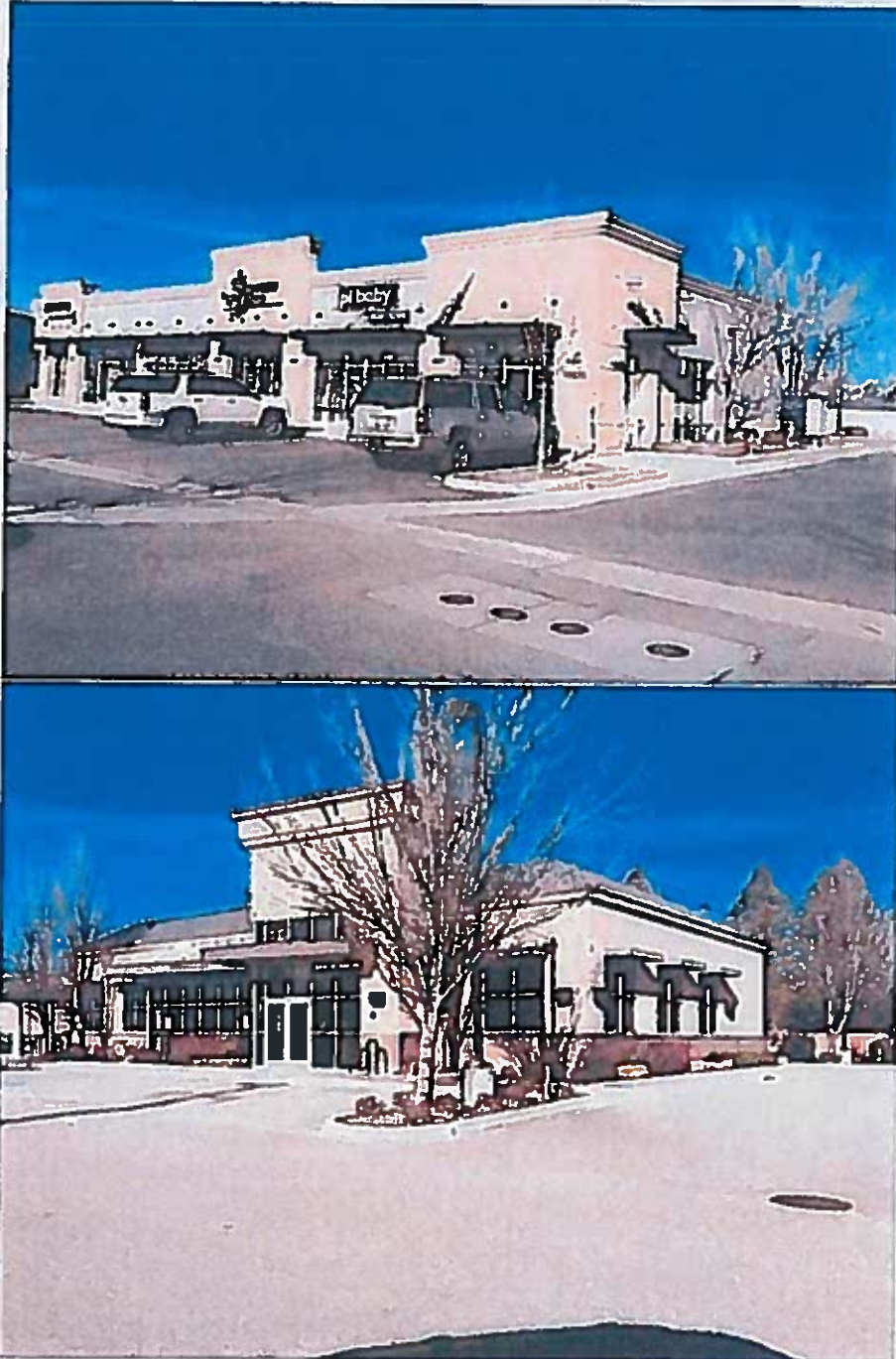
TYPICAL FINISHES & COLORS
 (ALL EXTERIOR SURFACES UNLESS NOTED OTHERWISE)
 (PANELS, IF IN USE)

- PANELS: MC-10
- METAL ROOF: HICKORY CT.V.3.3
- TYPICAL SAWN-SOLID 0118 READY STAINING
- ENTRY DOORS: 1001

See REMODEL SHEETWORK WILLIAMS



THAD FARNHAM ZDA APPLICATION
EXAMPLES OF COMMERCIAL BUILDINGS (PHOTOGRAPHS)



THAD FARNHAM ZDA APPLICATION
EXAMPLES OF COMMERCIAL BUILDINGS (PHOTOGRAPHS)



THAD FARNHAM ZDA APPLICATION
EXAMPLES OF COMMERCIAL BUILDINGS (PHOTOGRAPHS)



THAD FARNHAM ZDA APPLICATION
EXAMPLES OF COMMERCIAL BUILDINGS (PHOTOGRAPHS)

