



Twin Falls City Council Agenda

Monday, June 5, 2017, 5:00 PM

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

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

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) CONSIDERATION OF AMENDMENTS TO AGENDA
- 4) PROCLAMATION
 - a) ALZHEIMER'S AND BRAIN AWARENESS MONTH - Request 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 31-June 5, 2017.
Purpose: Action By: Sharon Bryan, Deputy City Clerk
 - b) Request to approve the May 30, 2017, City Council Minutes.
Purpose: Action By: Sharon Bryan Deputy City Clerk
 - c) Request to approve the 27th Annual Classic Cruisers Car Show event to be held on Thursday, June 22, 2017, and Saturday, June 24, 2017.
Purpose: Action By: Justin Dimond, Sergeant
 - d) Request to approve the Twin Falls Tonight Concert Series to be held on Wednesday evenings between July 5, 2017 and August 9, 2017. This weekly event will take place from 6:00 p.m. to 9:00 p.m. at the intersection of Main Avenue North/West and Gooding Street.
Purpose: Action By: Justin Dimond, Sergeant
 - e) Request to approve a Trust Agreement for Latitude 42 Subdivision No. 2, placing Lots 1-14, Block 1 in trust.
Purpose: Action By: Troy Vitek, Assistant City Engineer
 - f) Request to accept the Improvement Agreement for the purpose of developing Latitude 42 Subdivision No. 2.
Purpose: Action By: Troy Vitek, Assistant City Engineer

- g) Request to accept the Improvement Agreement for the purpose of developing Northern Passage Subdivision No. 3, Phase 3b & 3c

Purpose: Action By: Troy Vitek, Assistant City Engineer

- h) Request to accept the Improvement Agreement for the purpose of developing Eastwood Subdivision, Phase 5.

Purpose: Action By: Troy Vitek, Assistant City Engineer

7) ITEMS OF CONSIDERATION

- a) Request from Tim Elam to waive the non-conforming building expansion permit process for a home located at 167 Tyler Street.

Purpose: Action By: Jonathan Spendlove, Senior Planner

- b) Request to award the 2017 Chip Seal Project to Emery, Inc. in the amount of \$549,048.90.

Purpose: Action By: Jacqueline Fields, City Engineer

- c) Request to approve the purchase of a new pool dome from Arizon Structures contingent upon receipt of a building permit.

Purpose: Action By: Wendy Davis

8) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

9) PUBLIC HEARINGS: 6:00 P.M. - NONE

- a) Request for a Zoning Title Amendment, which would amend Twin Falls City Code Title 10; Chapter 4; Section 10; M-2-Heavy Manufacturing; by adding Residential Dwellings - Multiple Household (5 units or more) within the list of permitted uses. c/o Nathan Murray/ Twin Falls Urban Renewal Agency (App #2862) **TO BE RESCHEDULED**

10) ADJOURNMENT

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

Public Input Procedures

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

Public Hearing Procedures for Zoning Requests

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

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

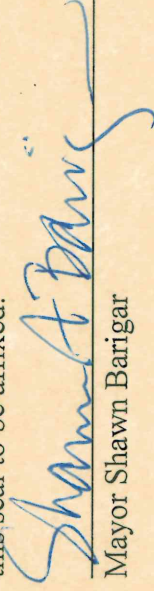
WHEREAS, the City of Twin Falls recognizes the efforts of the Alzheimer's Association to raise funds and promote awareness to fight Alzheimer's disease and related disorders, thereby improving the quality of human life for those living with Alzheimer's disease and their caregivers;

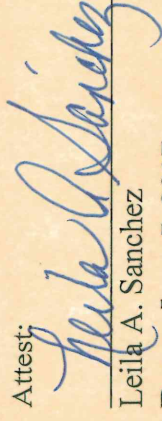
NOW, THEREFORE, I Shawn Barigar, Mayor of Twin Falls, proclaim the month of June

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 caused this seal to be affixed.


Mayor Shawn Barigar

Attest:

Leila A. Sanchez
Date: June 5, 2017



Twin Falls City Council Minutes

Tuesday, May 30, 2017, 5:00 PM

Amended Agenda

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

1) Confirmation of Quorum/Call Meeting to Order

Mayor Barigar called meeting to order at 5:00 PM. A quorum is 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 the Agenda

None

4) Proclamations - None

5) General Public Input

None

6) Consent Calendar

- a) Request to approve the Accounts Payable for May 23-30, 2017.
- b) Request to approve the May 22, 2017, City Council Minutes
- c) Request to approve the Findings of Fact, Conclusions of Law, and Decision for:
Annexation for Jon Zernickow, Zoning District Change, & Zoning Map Amendment for Elizabeth Estates.
- d) Consideration of a request to approve the "Special Olympics 2017 State Summer Games" sponsored by the Special Olympics of Idaho. This event is scheduled to be held on Friday, June 9, 2017, and Saturday, June 10, 2017.
- e) Request to approve a transfer of ownership for Liquor, Beer and Wine for Anchor Bistro and Bar, 334 Blue Lakes Blvd North with the condition that they receive their State and County License.

Councilmember Pierce asked that Item 6e be voted on separately.

MOTION:

Councilmember Talkington moved to approve the Consent Calendar Items 6a - 6d as presented. Councilmember Boyd seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

Councilmember Pierce stepped down due to a conflict of interest.

MOTION:

Vice Mayor Hawkins moved to approve the request for the transfer of ownership for Liquor, Beer and Wine for Anchor Bistro and Bar, 334 Blue Lakes Blvd. North as presented. Councilmember Lanting seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0 Abstained 1

7) Items of Consideration

- a) Request to confirm the appointment of Suzanne Cawthra and the re-appointments of Dexter Ball and Perri Gardner to the Twin Falls Urban Renewal Agency board.

Mayor Barigar asked that City Council approve the appointment of Suzanne Cawthra and the re-appointments of Dexter Ball and Perri Gardner to the Twin Falls Urban Renewal Agency Board.

MOTION:

Councilmember Pierce moved to approve the appointment of Suzanne Cawthra and the re-appointments of Dexter Ball and Perri Gardner to the Twin Falls Urban Renewal Agency Board. Councilmember Talkington seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

Suzanne Cawthra thanked City Council for her appointment.

Discussion ensued on the following:

Familiar with Idaho Law regarding Urban Renewal Agency's.

- b) Request by Laurie La Follette, CEO of Special Olympics of Idaho, to waive the fee associated with renting the City Pool for the 2017 Special Olympics Summer Games.

Laurie La Follette CEO of Special Olympics of Idaho asked City Council to waive the fee associated with the renting the City Pool for the 2017 Special Olympics Summer Games.

Discussion ensued on the following:

Dollar amount

Staff wages included in the \$1,440.

MOTION:

Councilmember Pierce moved to waive the fee associated with renting the City Pool for the 2017 Special Olympics Summer Games in the amount of \$1,440.

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

- c) Consideration of a request to award the 2017 Rock Creek Collection System Improvement

project to Extreme Excavation of Shoshone, Idaho, in the amount of \$2,496,583.

Vice Mayor Hawkins excused herself due to a conflict of interest.

Staff Engineer Glaesemann reviewed request.

Discussion ensued on the following:

Adequate bonding.

Start of project

MOTION:

Councilmember Talkington moved to award the 2017 Rock Creek Collection System Improvement project to Extreme Excavation of Shoshone, Idaho, in the amount of \$2,496,583 and reserve an additional \$375,000 of the sewer bond funds for construction contingencies. Councilmember Pierce seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0
Abstained: 1

8) Advisory Board Report/Announcements

Councilmember Lanting asked about City Council participating in the Western Days parade.

Councilmember Talkington gave a report on the Neighborly Welcoming Community Activity.

Mayor Barigar said there was a nice article in the Los Angeles Times on Shoshone Falls.

Council recessed until 6:00 PM

9) Public Hearings – 6:00 PM

- a) Request for annexation for approximately 2.19 (+/-) acres with a zoning designation of R-2, for property located at 491 Canyon Rim Road. c/o EHM Engineers, Inc on behalf of Gordon Greaves (app. 2857)

Dave Thibault, EHM Engineers, reviewed the request.

Discussion ensued on the following:

Canyon Rim setback

Clarification of the entrance of property.

Senior Planner Spendlove reviewed request.

Open Public Hearing.

Brian Lancaster, Director of Twin Falls Highway District explained the Highway Districts concerns.

Close Public Hearing.

Dave Thibault, EHM Engineers, explained the trail and the Highway District barriers.

MOTION:

Councilmember Talkington moved to approve the request for annexation for approximately 2.19 (+/-) acres with a zoning designation of R-2, for property located at 491 Canyon Rim Road with the following conditions:

1. Subject to a 15' wide public access easement, located adjacent to the Snake River Canyon Rim, being recorded prior to the Annexation Ordinance being approved by City Council, location of 15' easement to be determined by City Staff.
 2. Subject to a warranty deed for the entire property being proposed for annexation provided prior to adoption of an ordinance.
- Councilmember Boyd seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

- b) Request for the vacation of 2 easements 1) utility, vehicular and drainage easement approximately 15' x 160' along the western border of Lot 3 Blk 2 of West Park Commercial Subdivision No. 2 and 2) utility vehicular and drainage easement approximately 25' x 244' along the northern boundary of Lot 3 Blk 2 of West Park Commercial Subdivision No. 2 on property located at 1821 Canyon Crest Drive c/o Gerald Martens on behalf of Jason Vickrey (app. 2858) Dave Thibault, EHM Engineers reviewed the request.

Senior Planner Spendlove gave staff report.
Public Hearing open.

Public Hearing closed.

MOTION:

Councilmember Boyd moved to approve the request for the vacation of 2 easements 1) utility, vehicular and drainage easement approximately 15' x 160' along the western border of Lot 3 Blk 2 of West Park Commercial Subdivision No. 2 and 2) utility vehicular and drainage easement approximately 25' x 244' *along the northern boundary of Lot 3 Blk 2 of West Park Commercial Subdivision No. 2 on property located at 1821 Canyon Crest Drive c/o Gerald Martens on behalf of Jason Vickrey (app. 2858) with the following conditions:*

- 1. Subject to the site plan amendments as required by Building, Engineering, Fire and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards.*
- 2. Subject to a 20' x 181.11' public sewer/utility and drainage easement being dedicated and recorded by instrument # along the northerly boundary prior to adoption of an ordinance.*
- 3. Subject to assurance all utility companies have released their rights to both easements prior to adoption of an ordinance.*

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

10) General Input/Announcements - Public/Staff

11) Upcoming Meeting(s)

12) Adjournment

The meeting adjourned at 6:34 PM

Sharon Bryan, Deputy City Clerk



Date: Monday, June 5, 2017
To: Honorable Mayor and City Council
From: Justin Dimond, Sergeant

Request:

Request to approve the 27th Annual Classic Cruisers Car Show event to be held on Thursday, June 22, 2017, and Saturday, June 24, 2017.

Time Estimate:

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

Background:

Twila Knutson, on behalf of the Classic Cruisers Car Club, has submitted this Special Event Application to host their 27th Annual Classic Cruisers "Cool Classic Nights" Car Show. The event organizers have requested to begin their annual car show on Thursday, June 22, 2017, in the parking lot of the A & W Restaurant located at 240 Addison Avenue West. The car show is scheduled to run from 6:00 p.m. until 9:00 p.m.

The "Cool Classic Nights" event will continue on Saturday, June 24, 2017, from 8:00 a.m. to 11:00 p.m. in the Twin Falls City Park and is open to the general public. This Classic Car Show will display many different vehicles on the grassy areas of the park. Additionally, there will be multiple vendors and food booths set up for the public. Alcohol will not be served at this event.

There will be a DJ broadcasting amplified sound in the form of pre-recorded music.

The event organizers have arranged to have volunteer security walking through the park during the event. Additionally, there will be a lost child booth located with the DJ.

Vehicles displayed during the car show will then "cruise" around Twin Falls after 7:00 p.m.

Arrangements have been made by Classic Cruisers to assure the surrounding areas will be cleaned of trash.

Approval Process:

Consent of the City Council

Budget Impact:

None

Regulatory Impact:

None

History:

N/A

Analysis:

N/A

Conclusion:

Relevant City Staff members have approved the Special Event Application request.

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 or disturbances by those participating in the event, and non-compliance, the on-duty Patrol Supervisor shall terminate the event.

In 2016, the Police Department did not receive any complaints from this event.

Based on this request and the information provided, Staff recommends that this event be approved.

Attachments:

None



Date: Monday, June 5, 2017
To: Honorable Mayor and City Council
From: Justin Dimond, Sergeant

Request:

Request to approve the Twin Falls Tonight Concert Series to be held on Wednesday evenings between July 5, 2017 and August 9, 2017. This weekly event will take place from 6:00 p.m. to 9:00 p.m. at the intersection of Main Avenue North/West and Gooding Street.

Time Estimate:

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

Background:

Robin Dober, on behalf of the Twin Falls Tonight Committee has submitted this Special Event Application request to host the 18th Annual Twin Falls Tonight Concert Series. The Twin Falls Tonight Concert Series is an annual outdoor event held in downtown Twin Falls. This event is traditionally held on Main Avenue between Shoshone Street and Idaho Street. Due to the Main Avenue construction project, this year the event will be held on Main Avenue between Shoshone Street and Gooding Street.

The concert series will be held for six consecutive Wednesday evenings, beginning July 5th and ending August 9th. Each week the event begins at 6:00 p.m. and ends at 9:00 p.m. The event incorporates live amplified music, a bounce house for children, and the market on Main Avenue. The band "stage" will be located on Main Avenue at the intersection of Gooding Street, near the Twin Falls School District Office.

Alcohol will be served and catering will be provided by Soran's. Identification will be checked by Twin Falls Tonight Committee members and wristbands will be issued accordingly.

The committee has arranged for a lost child booth and first aid booth at this year's concert series.

Parking for the weekly event will be public and street parking areas in downtown Twin Falls.

Based upon last year's attendance, the committee estimates 800 to 1,200 people will frequent the event each Wednesday evening. Based on the recommendations of the Twin Falls Police Department, the committee has hired three (3) Twin Falls County Deputies to provide security for the concerts.

Approval Process:

Consent of the Council

Budget Impact:

This event will require law enforcement security and the Twin Falls Tonight Committee has contracted with the Twin Falls County Sheriff's Office for said security. Therefore, there will be no cost to the City of

Twin Falls.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Relevant City Staff members have approved the Special Event Application request. 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 or disturbances by those participating in the event, and non-compliance, the on-duty Patrol Supervisor shall terminate the event.

Based on this request and the information provided, Staff recommends that this event be approved.

Attachments:

None



Date: Monday, June 5, 2017
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Request to approve a Trust Agreement for Latitude 42 Subdivision No. 2, placing Lots 1-14, Block 1 in trust.

Time Estimate:

N/A

Background:

The Latitude 42 Subdivision No. 2 is located at the northwest corner of the intersection of Cheney Drive West and Field Stream Way. The developer is requesting to place the aforementioned lots in trust in lieu of constructing the improvements.

Approval Process:

N/A

Budget Impact:

None

Regulatory Impact:

N/A

History:

N/A

Analysis:

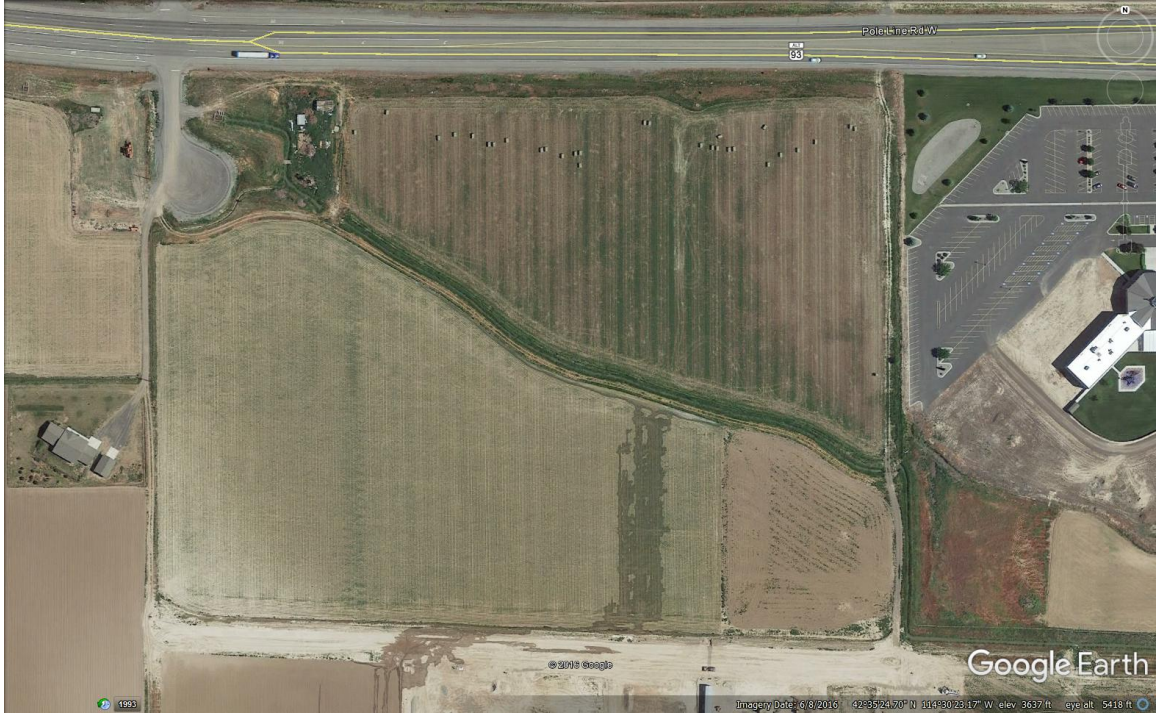
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Conclusion:

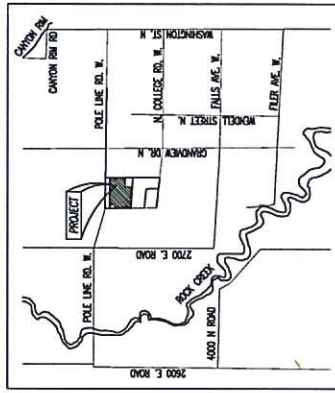
Staff recommends that the Council accept the agreement and authorize the Mayor to sign.

Attachments:

1. Aerial Image
2. Final Plat
3. Trust Agreement



LATITUDE 42
SUBDIVISION NO. 2
A Planned Unit Development
Located In
A Portion of
Gov't Lot 2, Section 6
Township 10 South, Range 17 East
Boise Meridian
Twin Falls County, Idaho
2017

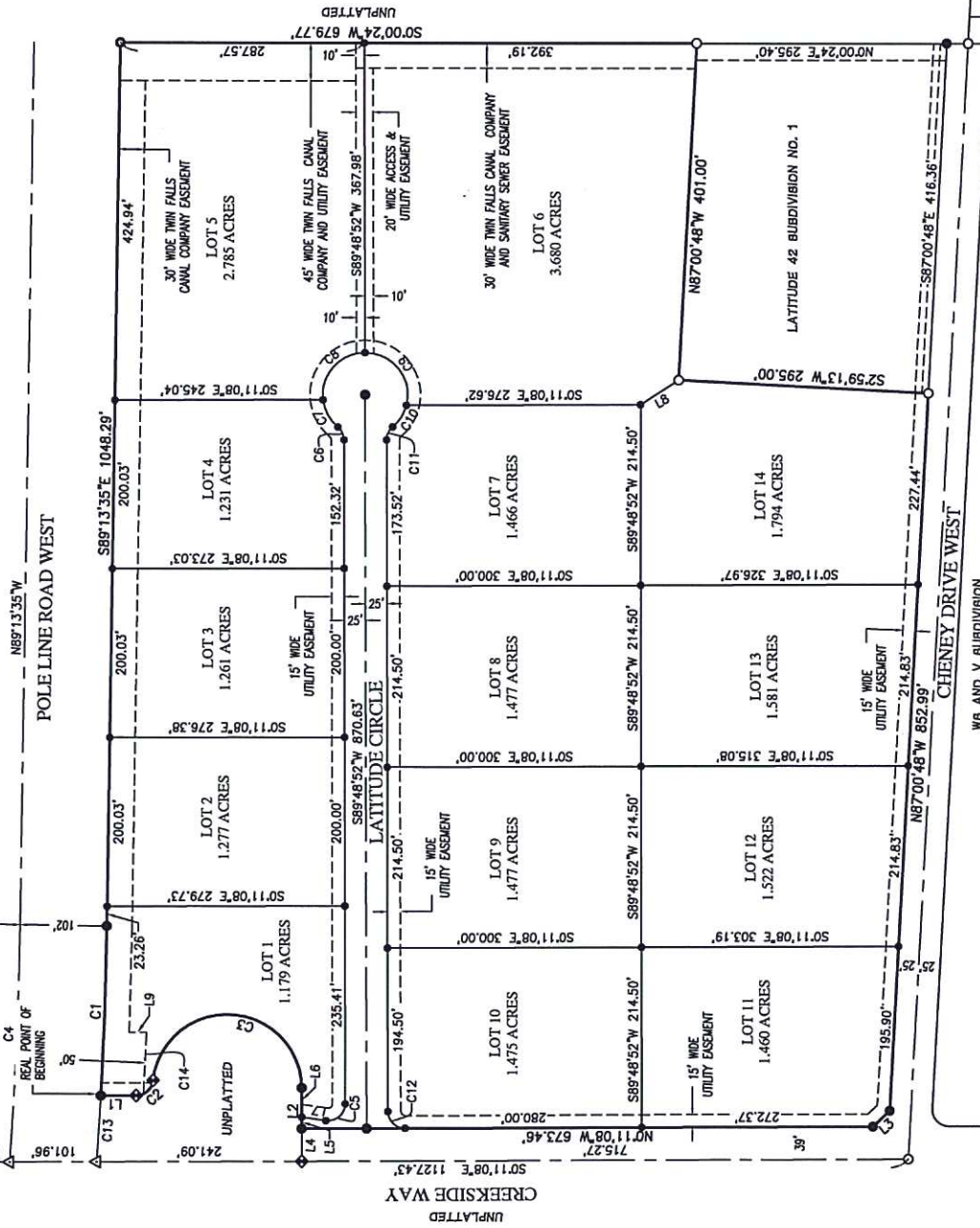


Vicinity Map
NOT TO SCALE

Legend

- SURVEY BOUNDARY LINE
- SECTION LINE
- - - EASEMENT LINE
- CENTERLINE OF STREET
- PLATTED LOT LINE
- CALCULATED POINT (NOT SET)
- FOUND BRASS CAP
- FOUND 5/8" REBAR (AS NOTED)
- FOUND ALUMINUM CAP
- SET 5/8" x 24" REBAR & CAP - LS 10110
- SET 1/2" x 24" REBAR & CAP - LS 10110

BASIS BEARING - SURVEY INST. #2012-021257
N89°13'35"W 2656.81'



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 HAVE BEEN CONSTRUCTED. BUILDING CONSTRUCTION CAN BE THE ONLY OTHER SANITARY BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SUBMITTING A SEWER/SEPTIC PERMIT. THE DEVELOPER HAS TO CONSTRUCT FACILITIES TO CONSTRUCT FACILITIES TO MEET OTHER CONDITIONS OF DEQ. THEN SANITARY RESTRICTIONS MAY BE REPOSED IN ACCORDANCE WITH SECTION 50-326, 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:

Notes:

1. SEE SHEET 2 OF 3 FOR LINE AND CURVE TABLES.

Survey References

#2004-027816
WS&V SUBDIVISION FIRST
AMENDED (#2012-021257)

Deed Reference

#2016-015164



EHM Engineers, Inc.



TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this _____ day of _____, 2017, by and between **LATITUDE 42, LLC., an Idaho Limited Liability Company**, (hereinafter "Trustor"); **TITLEFACT, INC.**, (hereinafter "Trustee"); and the **CITY OF TWIN FALLS, IDAHO** (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

WITNESSETH:

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

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

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

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

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, **LATITUDE 42 SUBDIVISION NO. 2, A Planned Unit Development**, 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 **LATITUDE 42 SUBDIVISION NO. 2, A Planned Unit Development** Subdivision, a copy of which is attached hereto as Exhibit "A," or those which are placed on the Property with the prior written consent of the Trustee. The Trustee shall not convey, transfer or encumber all or any interest in the Property, save and except to the extent as directed by the Trustor by written instrument delivered to the Trustee.
3. It is understood and agreed that the purpose of this Agreement is to provide Trustor with a convenient means of, subdividing, developing and selling the Property. It shall be the entire responsibility of the Trustor to effect such developing, subdividing and selling of the Property and to provide whatever subdivision plat it may desire and to pay all costs and expenses of said developing, subdividing and selling, and Trustee shall have no liability for any costs or expenses therefor or for any claim, damage, loss or liability sustained to the Property or Trustor or to any other person or persons in connection with said matter, save and except to the extent caused by Trustee's failure or refusal to comply with the terms and conditions of this Agreement.

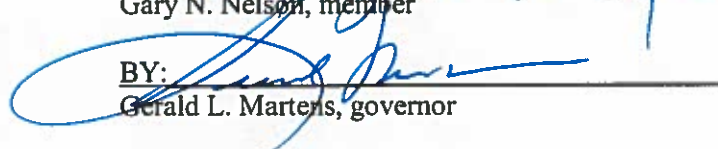
4. The Trustor may, as it desires from time to time, sell all or any portion of the Property in its sole and complete discretion subject to the restrictions of the Phase Control Development Notice for lots in said subdivision. The Trustee agrees that, when it is so instructed in writing by Trustor, Trustee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

Date: 3.30.17

TRUSTOR:
LATITUDE 42, LLC.

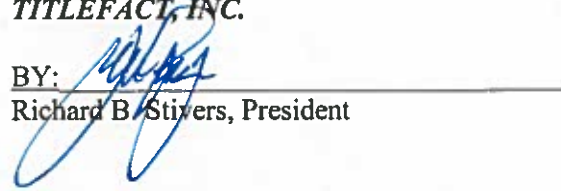
BY: 
Gary N. Nelson, member

Date: 3.30.17

BY: 
Gerald L. Martens, governor

Date: 3.31.17

TRUSTEE:
TITLEFACT, INC.

BY: 
Richard B. Stivers, President

Date: _____

BENEFICIARY:
CITY OF TWIN FALLS, IDAHO

BY: _____

STATE OF IDAHO
County of Twin Falls

On this 30th day of March, 2017, before me, a Notary Public in and for said State, personally appeared Gary N. Nelson, known or identified to me to be the registered agent of the limited liability company of **LATITUDE 42, LLC.** and the member who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same in said limited liability company name.

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

Martha Tolman
Notary Public for Idaho
Residing in Twin Falls
Commission expires 10/17/18



STATE OF IDAHO
County of Twin Falls

On this 30th day of March, 2017, before me, a Notary Public in and for said State, personally appeared Gerald L. Martens, known or identified to me to be the governor of the limited liability company of **LATITUDE 42, LLC.** and the member who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same in said limited liability company name.

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

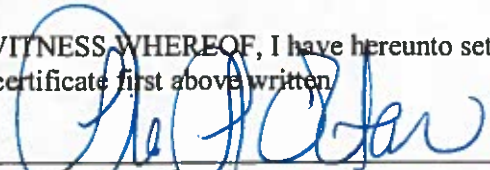
Martha Tolman
Notary Public for Idaho
Residing in Twin Falls
Commission expires 10/17/18



STATE OF IDAHO
County of Twin Falls

On this 31st day of March, 2017, 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.

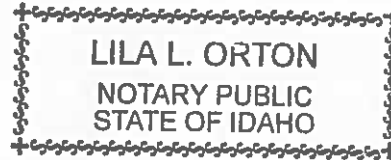
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Notary Public for Idaho

Residing at: Twin Falls

My Commission expires: 10/26/18



STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2017, 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 **LATITUDE 42 SUBDIVISION NO. 2, A Planned Unit Development** 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 **LATITUDE 42 SUBDIVISION NO. 2, A Planned Unit Development** as platted in the records of Twin Falls County, Idaho.

Dated this 30th day of MARCH, 2017.

LATITUDE 42, LLC., Developer

BY: _____

Gary N. Nelson, member

BY: _____

Gerald L. Martens, governor

TITLEFACT, INC.

BY: _____

Richard B. Stivers, President

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

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

WARRANTY DEED

FOR VALUE RECEIVED LATITUDE 42, LLC., an Idaho Limited Liability Company,, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto TITLEFACT, INC., an Idaho corporation, as Trustee for the Benefit of Latitude 42, LLC., an Idaho Limited Liability Company,, hereinafter called Grantee, whose address is: 246 9th Ave., N., Twin Falls, Idaho 83301, the following described premises in Twin Falls County, Idaho; to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, LATITUDE 42 SUBDIVISION NO. 2, A Planned Unit Development, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.

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

Dated: March 23, 2017

BY _____
Gary N. Nelson, member

BY _____
Gerald L. Martens, governor

STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2017, before me, a Notary Public in and for said State, personally appeared Gary N. Nelson, known or identified to me to be the registered agent of the limited liability company of LATITUDE 42, LLC. and the member who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same in said limited liability company name.

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

Notary Public for Idaho
Residing in
Commission expires

STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2017, before me, a Notary Public in and for said State, personally appeared Gerald L. Martens, known or identified to me to be the governor of the limited liability company of **LATITUDE 42, LLC.** and the member who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same in said limited liability company name.

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

Notary Public for Idaho
Residing in
Commission expires



Date: Monday, June 5, 2017
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Request to accept the Improvement Agreement for the purpose of developing Latitude 42 Subdivision No. 2.

Time Estimate:

N/A

Background:

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

Approval Process:

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

Budget Impact:

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

Regulatory Impact:

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

History:

N/A

Analysis:

N/A

Conclusion:

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

Attachments:

1. Improvement Agreement

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this ____ day of ____, 20____, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and Latitude 42, LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Latitude 42 Subdivision No. 2.

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.

WITNESSETH

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

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service 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.

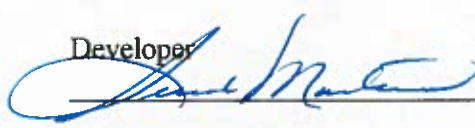
This agreement shall bind the parties hereto, their heirs, successors in interest, and lawful assigns.

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_____
MayorDeveloper


Gerald Martens

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.

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:

Latitude 42 Subdivision No. 2

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

Gerald Martens

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

On this 22nd day of March, 2017, 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.



Notary Public for Idaho
Residing at Twin Falls, Idaho

Exp 10/17/15



Date: Monday, June 5, 2017
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Request to accept the Improvement Agreement for the purpose of developing Northern Passage Subdivision No. 3, Phase 3b & 3c

Time Estimate:

N/A

Background:

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

Approval Process:

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

Budget Impact:

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

Regulatory Impact:

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

History:

N/A

Analysis:

N/A

Conclusion:

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

Attachments:

1. Improvement Agreement

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this 1st day of May, 2017, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and Northern Passage, Inc. hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Northern Passage Subdivision Number 3 - Phase 3b & 3c.

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: a residential subdivision.

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.

WITNESSETH

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

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service 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 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

Construction will be done per the approved plans on file with the city with the exception of the updated phasing plan, 24" rolled curb based on curb calc's., and roadway sections. Roadways in phase 3b and 3c will be constructed to the ISPWC standards for gravel base and plantmix. 2 1/2" of asphalt over 8" of 3/4" type 1 aggregate base.

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_____
DeveloperNORTHERN PASSAGE, INC

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 1st day of May, 2017, before me, the undersigned, a Notary Public for Idaho, personally appeared David Shotwell, 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.



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 ____ 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:

NORTHERN PASSAGE SUBDIVISION NUMBER 3 - PHASE 3b & 3c
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

NORTHERN PASSAGE, INC

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

On this 1st day of May, 2017, before me, the undersigned, a Notary Public for Idaho, personally appeared David Shotwell, 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 Tolme
Notary Public for Idaho
Residing at Twin Falls, Idaho
Exp 10/17/18



Date: Monday, June 5, 2017
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Request to accept the Improvement Agreement for the purpose of developing Eastwood Subdivision, Phase 5.

Time Estimate:

N/A

Background:

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

Approval Process:

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

Budget Impact:

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

Regulatory Impact:

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

History:

N/A

Analysis:

N/A

Conclusion:

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

Attachments:

1. Improvement Agreement

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this 3rd day of May, 2017, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and Park Holdings, LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Eastwood Subdivision, Phase 5.

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: a residential subdivision.

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.

WITNESSETH

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

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service 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

Construction will be done per the approved plans on file with the city with the exception of the updated phasing plan, the provided Hankins roadway section, and interior roadway sections. Interior roadways will be constructed to the ISPMC standards for gravel base and plantmix. 2 1/2" of asphalt over 8" of 3/4" type 1 aggregate base. 24" rolled curb from the old city standards will also be used.

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

Gary Wolverton Jr., Manager, Park Holdings, LLC

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 ____ 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:

Eastwood Subdivision, Phase 5

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

Gary Wolverton Jr., Manager, Park Holdings, LLC,



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



Date: Monday June 5, 2017

To: Honorable Mayor and City Council

From: Jonathan Spendlove, Senior Planner

Request:

Consideration of a request from Tim Elam to waive the non-conforming building expansion permit process for a home located at 167 Tyler St.

Time Estimate:

Staff presentation may take five (5) minutes. Applicant or representative will be available to answer any questions.

Background:

Attached is a request from Tim Elam who is asking to construct an addition onto the home at 167 Tyler st. The home is located in the R-4 Zoning District. The minimum Side Yard Setback for this zone is five feet (5'). The existing home, built around 1931 according to County Assessor records, is located within one foot (1') from the side property line.

Per City Code Title 10; Chapter 4; Section 5.3 states, "A building or use made nonconforming but which was lawfully existing or under construction at the time of adoption of this code..." Staff determined the current residence is legal nonconforming as the home was lawfully built prior to our code (1978). The building foundation sits 1' +/- from the northern side yard property line, thus encroaching 4' +/- into the side yard setback.

On April 28th, 2017 city staff accepted a Waiver of Nonconforming Building Expansion Permit application. During review of the application it was determined the original plan was not in conformance with the current city code. The plan proposed building an addition to the rear of the house which brought the setback of the main building within 10' of the garage. Per City Code Title 10; Chapter 4; Section 5.3 Detached accessory buildings shall not be closer than 10' to a main building. The applicant was informed and asked to provide a plan which would conform to current building setbacks.

City Code Section 10-3-4 deals with legal non-conforming buildings and uses. Section 10-3-4(D) provides for a process to allow a legal non-conforming building expansion permit. This process requires a hearing before the Planning and Zoning Commission. The last sentence of the first paragraph of Section 10-3-4 states:

"The requirements of this section may be waived for residences and residential uses by motion and minute entry of the City Council."

If the Council wishes, it may waive the public hearing before the Planning & Zoning Commission as per requirements of Section 10-3-4. This would allow the applicant to proceed with the building permit process.

If the Council feels the applicant should go through the non-conforming building expansion permit process, an application would be required and a public hearing shall be held before the Commission. The process takes about 30-45 days from the date of application. If their decision is appealed to the Council, it could extend the timeframe another 30-45 days.

Engineering reviewed the applicant's expansion request and supports this request, as it does not encroach nor expand into the right of way.

Conclusion:

The City Council is tasked with acting on the waiver request.

Attachments:

1. Narrative
2. Area/GIS Map Exhibit (1)
3. Applicant Submitted Site Plan



Friday, April 28, 2017

Twin Falls City,

Regarding 167 Tyler St. (Lots 16 & 17 in Block 15 of Blue Lakes Addition West).

Waiver of a Non-Conforming Building expansion permit.

Section C, #2

- a. We bought a small 1 bedroom abandoned old house and are going to add two bedrooms and 1 bath on to said existing home.
- b. We bought the existing house which does not meet current set setbacks. Approximately built in the 30's, however the new addition we are planning will meet property setbacks.
- c. Neighborhood upgrade and a nice affordable family home that is much needed in the Magic Valley.
- d. We have the property to the north of this said property and have taken consideration to conform to the neighbor to keep values and improvements.

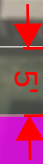
Tim & Janice Elam
Elam Construction
3215 East 3225 North
Twin Falls, ID 83301
208-731-7089

Setback Exhibit

Reference Only



173 TYLER



167 TYLER

Proposed Addition

151 TYLER



Aerial Photo - April 2016

ELAM

CONSTRUCTION LLC

731-7089

167 Tyler st. Addition

Single Family Home

481 SF addition

640 SF existing

1121 SF finished

ENERGY CODE COMPLIANCE

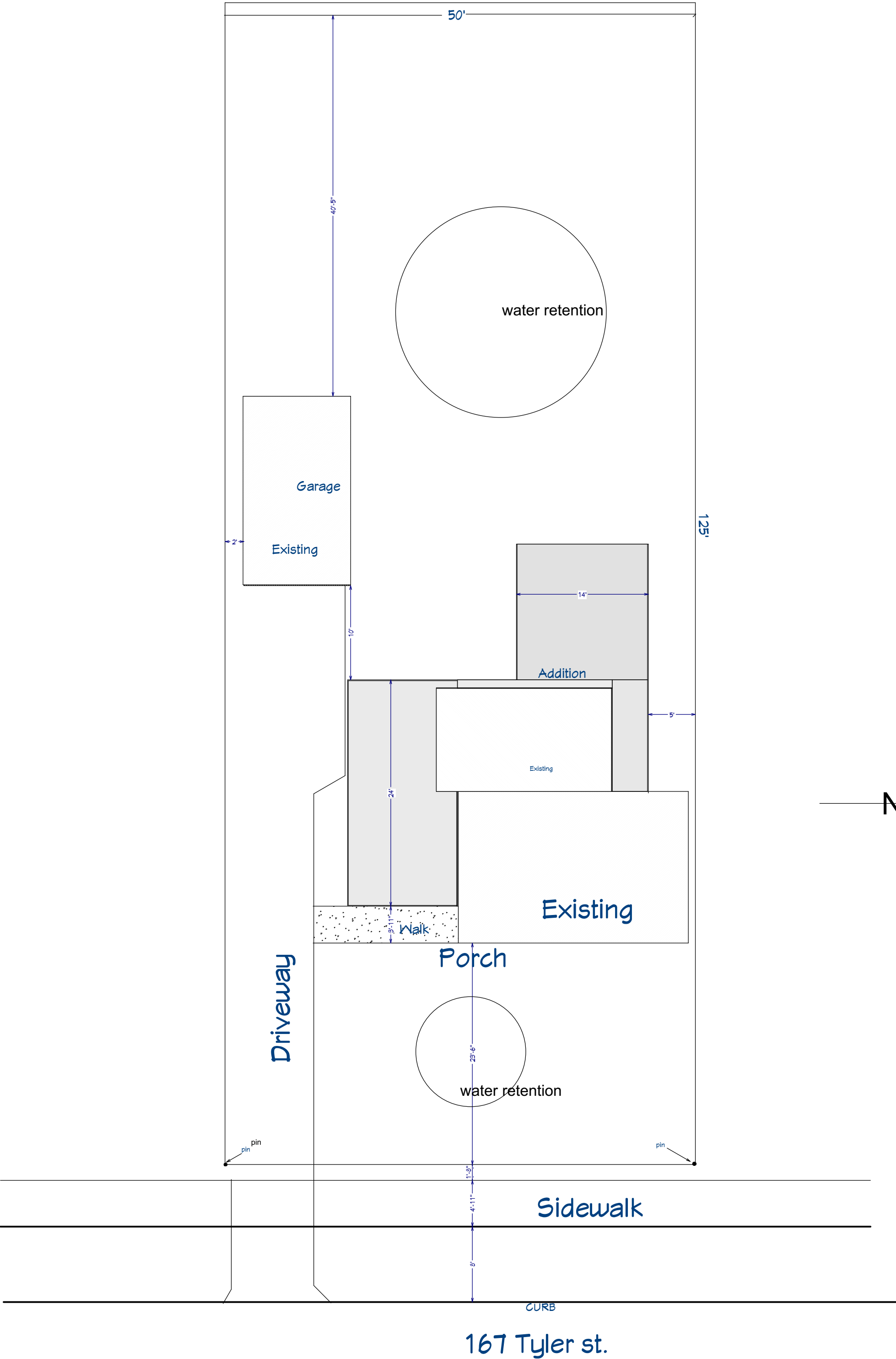
Prescriptive method

R-38 Attic

R-20 walls

R-30 Floors

.35 u value low-e windows



1st Floor

NO.	DESCRIPTION	BY	DATE

SHEET TITLE:

Plot Plan

PROJECT DESCRIPTION:

Elam Remodel

DRAWINGS PROVIDED BY:

ELAM CONSTRUCTION

DATE:

5/22/2017

SCALE:

SHEET:

A-1



Date: Monday, June 5, 2017
To: Honorable Mayor and City Council
From: Jacqueline Fields, City Engineer

Request:

Request to award the 2017 Chip Seal Project to Emery, Inc. in the amount of \$549,048.90.

Time Estimate:

Approximately 5 minutes.

Background:

On May 25, 2017 bids were opened for the 2017 Chip Seal Project. One bid was received from Emery, Inc. of Filer, Idaho, in the amount of \$549,048.90.

Approval Process:

N/A

Budget Impact:

The bid is \$549,048.90 and the budget is \$927,000.00. The remaining \$377,951.10 will be used for slurry sealing, fog sealing, crack sealing, purchasing tabs to preserve locations of existing pavement markings, purchasing new thermoplastic pavement markings and towing costs during these projects.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

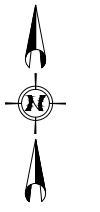
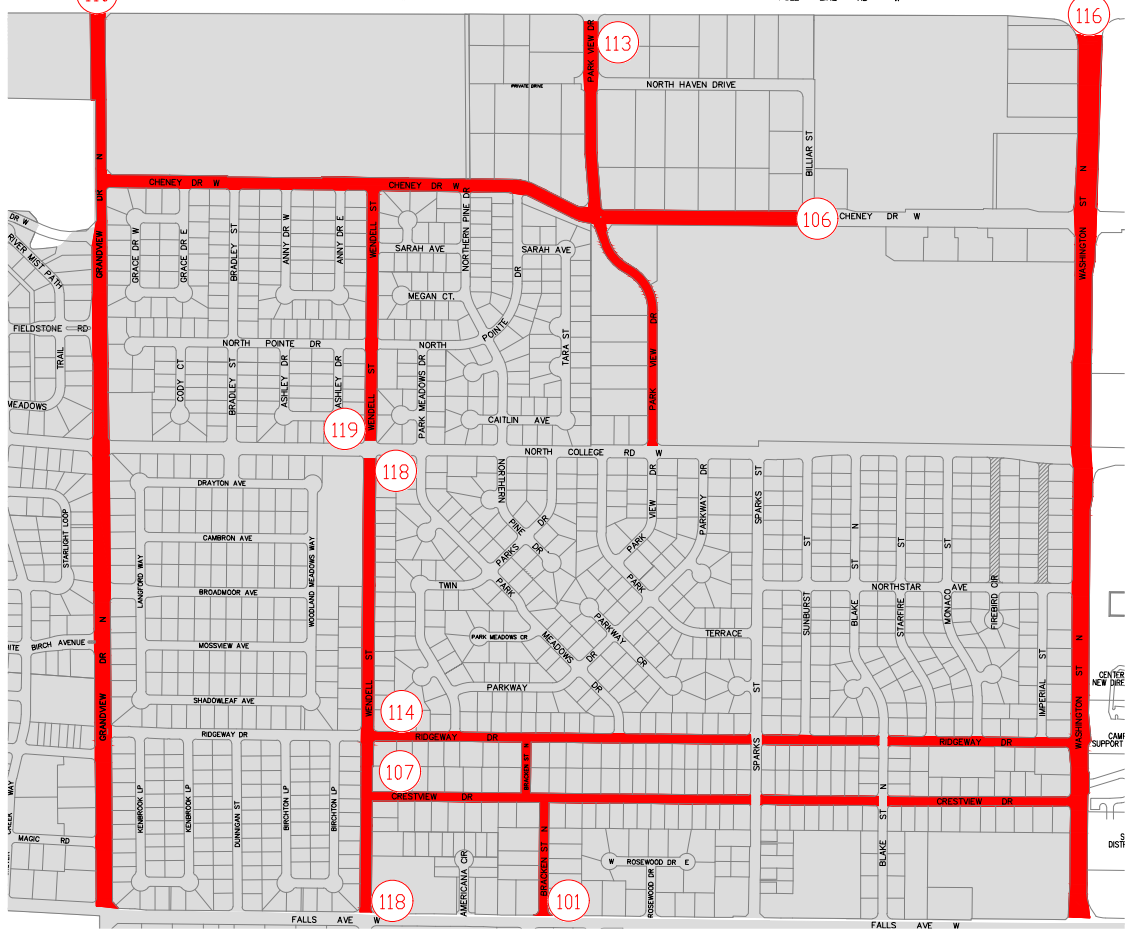
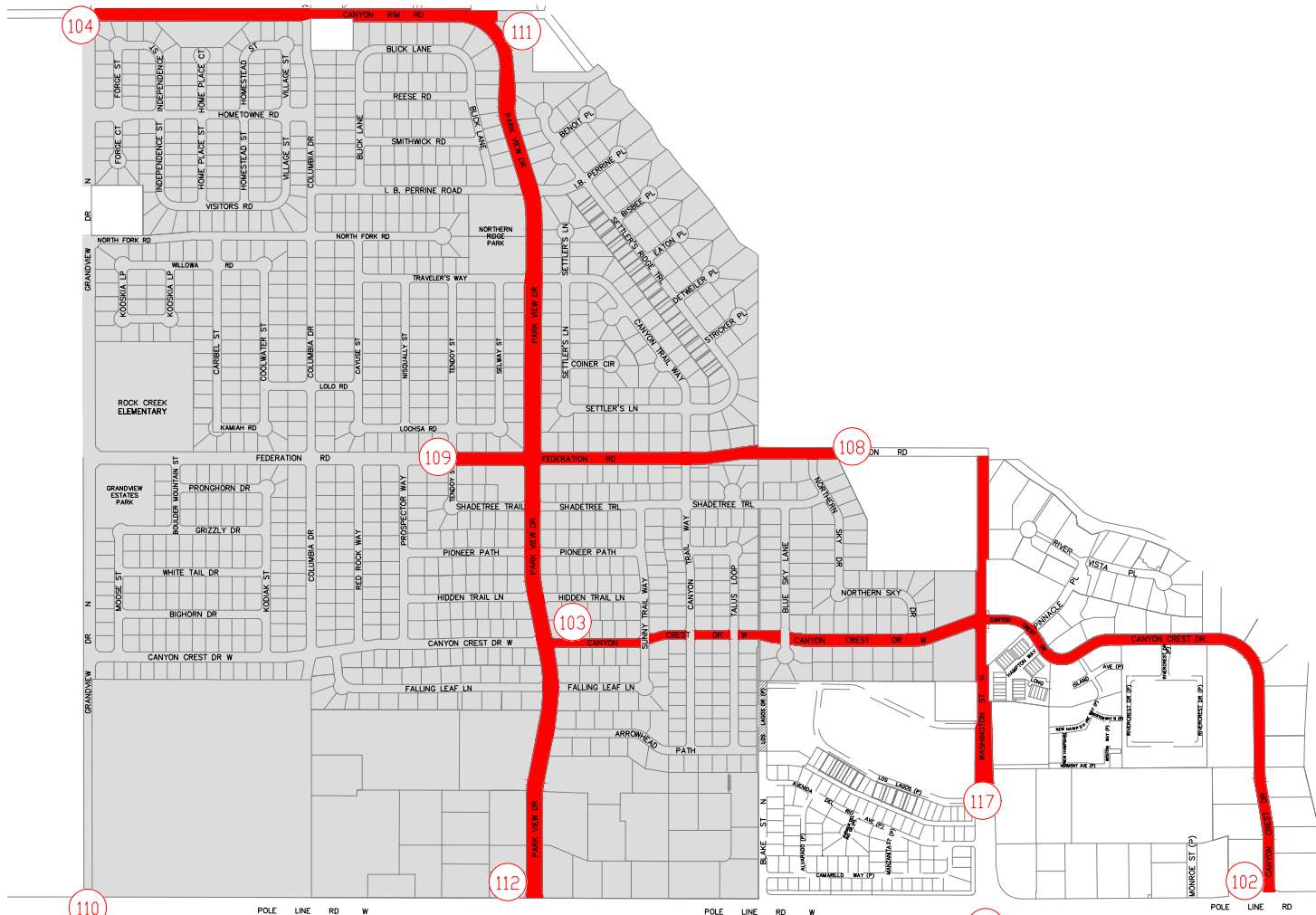
Staff recommends that the City Council authorize the Mayor to sign the contract for the 2017 Chip Seal Project with Emery, Inc. in the amount of \$549,048.90.

Attachments:

1. 2017 Chip Seal Bid Tab
2. 2017 Chip Seal Map

BID SUMMARY
CITY OF TWIN FALLS
ENGINEERING DEPARTMENT

PROJECT: 2017 Chip Seal Project				Emery, Inc. 21357 Hwy 30 Filer, ID 83328					
Bid Open Date: May 25, 2017									
Item No.	BID ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
1	CRS-2R Emulsion	457	TON	\$429.30	\$196,190.10		\$0.00		\$0.00
2	1/2" Chip	4418	TON	\$15.00	\$66,270.00		\$0.00		\$0.00
3	Seal Coat In Place	265,360	SY	\$1.08	\$286,588.80		\$0.00		\$0.00
				Total	\$549,048.90	Total	\$0.00	Total	\$0.00
				Per Sq. Yd.	\$2.07	Per Sq. Yd.	\$0.00		



Not To Scale



CITY OF TWIN FALLS

2017 Zone 5 Chip Seal Map

 Chip Seal



Date: Monday, June 5, 2017
To: Honorable Mayor and City Council
From: Wendy Davis, Parks and Recreation Director

Request:

Request to approve the purchase of a new pool dome from Arizon Structures contingent upon receipt of a building permit.

Time Estimate:

Presentation will take approximately 10 minutes. Staff anticipates time be allotted for questions and answers.

Background:

As part of the City's Voluntary Compliance Agreement with the US Department of Justice to provide ADA access to the dome in the winter season, a study was conducted on the existing dome material to determine the structural integrity and the life expectancy. That report indicated that the fabric is breaking down and that there is very little life left, making the purchase and installation of a new ADA accessible door on the existing dome improbable. It was determined that a replacement dome was the most appropriate solution to enable the City to continue provide the current level of service. Per the Agreement, the access issues must be resolved by October of 2017.

The Parks and Recreation Department prepared an RFQ for a company to provide engineering, construction and installation of a new dome. Three companies submitted their qualifications, and Arizon Structures was selected. A Submittal has been prepared outlining the specifications of the dome and air handling equipment. Engineers from Arizon visited the site on Wednesday, May 31, 2017. A revised project Submittal will be prepared and once the drawings are stamped by an Idaho licensed Engineer, and a building permit has been issued; the manufacture will begin upon receipt of the down payment. In an effort to expedite the process, staff is seeking council approval for the purchase of this dome contingent on the building permit.

Approval Process:

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

Budget Impact:

Base price quoted with optional items is estimated to be \$301,048. \$350,000 in contingency funds have been set aside for this project.

Regulatory Impact:

If approved, staff will accept the submittal and approve initial payment to Arizon for the manufacture of the dome upon receiving a building permit.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that Council approve this request as presented.

Attachments:

1. Submittal Cover Letter
2. Arizon Quotation
3. Arizon Submittal Specifications

ARIZON[®] STRUCTURES

May 24, 2017

BUYER:

Mr. Kevin Skelton
City of Twin Falls Parks and Recreation
136 Maxwell Avenue
Twin Falls, Idaho 83301

RE: Arizon Sales Order No. A10241

Dear Mr. Skelton:

Enclosed are our Quotation dated April 20, 2017 and our Submittal dated May 24, 2017 consisting of 110 pages. We request that you review and approve this Submittal at your earliest convenience.

This Submittal is based upon our interpretation of the Quotation (QUO -3853 Rev. 08) dated April 20, 2017 and executed April 24, 2017, and as set forth in greater particularity in the Submittal. If there are other documents not listed in the Submittal on which we need to base our work, they must be received and acknowledged in writing by us and incorporated by us into our Submittal. We must have adequate time to determine their impact on our Submittal and Production Schedule.

If you find any details of the Submittal that are incorrect, please note them in writing on the Submittal. The Work is on a **"HOLD FOR APPROVAL"** basis. In order to reserve a position in our Production Schedule, please sign and return this letter and we will release this order for production and notify you of the Production Schedule for your equipment. The project timeline allows for 5 days for review and approval of our Submittal. Delays in the review/approval process will result in a delay of schedule.

Upon receipt of your unqualified Approval below and approval of Buyer's credit, we will prepare detailed manufacturing drawings, confirm purchasing lead times, schedule your order for manufacturing, and prepare for shipment. We currently anticipate that your Goods will be ready for shipment 12-14 weeks from the date we receive your unqualified Approval and we release the job for production. Please approve our Submittal by executing this letter agreement below.

Sincerely,



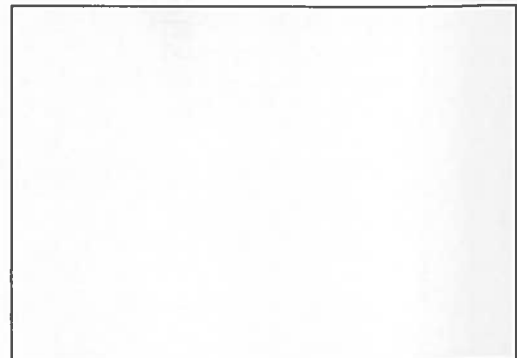
Eric Heischmidt
Senior Project Manager
Arizon Structures Worldwide, LLC (Seller)

APPROVAL STAMP

- ☐ Approved
- ☐ Approval with Exceptions Noted
- ☐ Revise and Resubmit Only As Noted

Buyer's Authorized Signature

Date of Approval



ARIZON[®] STRUCTURES

QUOTATION

Quote No.
QUO-3853

Date
4-20-17

Rev.
08

Project Name: City of Twin Falls - Pool Dome

SELLER: Arizon Structures WorldWide LLC
Contact: Max Havens
11880 Dorsett Rd.
St. Louis, MO 63043
Phone: 314-754-2307
Fax: 314-739-0037
mhavens@arizoncompanies.com

BUYER: Kevin Skelton
City of Twin Falls-Parks and Recreation
136 Maxwell Ave
Twin Falls, ID 83301
Phone: 208-736-2265

kskelton@tffd.org

SHIP TO: Please indicate (if blank) or verify jobsite address below.

756 Locust St. N.

Street Address

Twin Falls, ID 83301

City

State

Zip

Page 1 of 5

Buyer's Initials

MA

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**ARIZON[®]
STRUCTURES**

11880 DORSETT RD., ST. LOUIS, MO 63043 | (866) 808-0854 | www.ARIZONSTRUCTURES.COM

5 of 110

Scope of Work

Custom-designed air structure and associated equipment as generally described in this Quotation and Scope of Work and more particularly described in a Submittal prepared by Arizon. A Submittal consists of Arizon's drawings, plans, specifications and other information describing the "Goods" sold by Arizon to Buyer. Items included in Arizon's Scope of Work are indicated in the "Quantity" column. Arizon's Description & Definitions of Arizon Equipment can be found on our website at www.arizonstructures.com and are specifically defined in the Submittal.

Individual or Buyer:
City of Twin Falls-Parks and Recreation

Application:
Aqualics

Size:
94'W x 240'L x 28'H | (22,560) sq. ft.

Fabric & Structure System

COMPONENT	QTY	DESCRIPTION
Fabric Envelope/Exterior Membrane:	Included	PVDF-II 28 oz. Translucent Exterior Color: White
Thermal Liner Insulation:	Included	Double Wall with 14' backdrop (Backdrop Color: Royal Blue)
Field Junction Seam Joints:	Included	2 Seam Joints, 3 Pieces
Structure Openings & Fabric Shrouds:	Included	As needed.
Cable-Resistant Systems:	0	Cableless
Perimeter Anchorage System:	0	No anchorage components included
Engineering Package	Included	Structural drawings and calculations, Mechanical Code and Electrical Code P.E. Stamp on Arizon goods. Code Analysis from Idaho P.E. for Life Safety and Structural Compliance with Building Codes, ADA Requirements and Fire Codes. See Submittal for details.

Doors

COMPONENT	QTY	DESCRIPTION
Revolving Doors:	1	Three-leaf aluminum revolving door
Personnel Airlocks:	1	Personnel-sized airlock with exit light
Emergency Exit Doors:	2	Pressure-balanced emerg. exit door with exit light

Lighting System

COMPONENT	QTY	DESCRIPTION
Lighting System:	0	None

Mechanical Equipment

COMPONENT	QTY	DESCRIPTION
Primary Inflation System	Included	Primary inflation system.
Heating and/or Air Conditioning:	Included	1.5 MBTUs of Heat 0 Tons of Air Conditioning
Backup System:	Included	Generator sized to backup aux. inflation fan only.
Optional Components & Features:	0	☐ Wind sensor ☐ Snow sensor ☐ Remote control ☐ Web-Based Access ☐ Sound Attenuation Package ☐ Other (see attached)
Performance Bond:	Included	Performance Bond
Mechanical Start Up Supervisor:	Included	If included, Arizon will supply a mechanical start up supervisor for one day per unit

Installation

Installation supervision is included (5 days) on Arizon's building products' and equipment.

Arizon's Base Price (Excluding Any Options Below): \$ 259,258.00 USD

Optional Item 1: GREY Opaque Fabric with Skylight	Buyer Initial to Include	Add: \$ 7,350
Optional Item 2: Fabric Vents (2)	Buyer Initial to Include	Add: \$ 1,250
Optional Item 3: Motorized Exhaust Damper (1)	Buyer Initial to Include	Add: \$ 1,200
Optional Item 4: Double Emergency Exit Door & Remove (1) Single EE Door	Buyer Initial to Include	Add: \$ 4,320
Optional Item 5: Arizon's Custom Graphics	Buyer Initial to Include	Add: \$ 8.00/sq ft
Optional Item 6: Pool Tarp to Anchor Line including Rope Edge	Buyer Initial to Include	Add: \$ 23,500
Optional Item 7: Wind/Snow Sensor and Remote Control Panel	Buyer Initial to Include	Add: \$ 2,970

Terms & Conditions of Sale: Arizon terms & conditions of sale are part of this Quotation. See attached. Prices do not include duties, federal state or local taxes and are firm for 60 days from Quotation.

Estimated Lead Time: *12-14 weeks from receipt of Arizon Submittal Approved by Buyer or its Representative.
*Subject to current production scheduling at time of Arizon's Release to Production. Specific delivery dates are not guaranteed.

Shipping: EXW (Incoterms 2000). Freight included

Warranty

Complete Warranty per "Terms and Conditions of Sale" attached.

- 20 years pro rata on air structure exterior fabric envelope material
- 1 year on HVAC components, other materials and workmanship

Schedule of Payments

- 35% Down Payment to be paid upon Order to Proceed
- 30% Due upon Start of Production
- 30% Due upon Completion of Production
- 5% Net 30 from Inflation of Dome and Installation of Arizon Building Products, prior to Occupancy.

Clarifications

Clarifications or information provided by buyer upon which this quote is based.

N/A

Items Included

1. Arizon will coordinate all shipments with your team for delivery to the site.
2. Installation supervision (5 days)
3. Arizon will provide a technician for supervision of the heating unit after building installation (if the heating unit is included in the equipment package). In addition, Arizon can provide technical assistance by phone.
4. Arizon site visit, following Engineering Contract execution, to inspect current site and door and mechanical pad size and condition.
5. Performance Bond

Not Included

The following items are not included in this package:

1. Lifting and rigging of the air structure and its components.
2. Site preparation: The site where the air structure will be installed must be level and all suitable for weights and bearing loads must be verified. Upon request in writing, Arizon will supply a certified weight for the air structure and related equipment.
3. Tools, equipment and labor for delivery unloading and installation of air structure and components.
4. Attaching utilities including gas, fuel, water, steam, and electrical connections for all equipment (cost to be determined upon site visit by Arizon)
5. All other utilities and foundation requirements for proper installation, startup, and operation of the air structure and components pursuant to Arizon's instruction (cost to be determined upon site visit by Arizon).
6. All taxes, permits and fees.

Engineering and Consulting Services

The fee for Arizon's Submittal Drawings with Engineering Package described on page 2 of this Quotation is \$15,000.00 payable at the time of execution of this agreement and is non-refundable and shall be applied or credited toward the purchase price of your Arizon Building or Structure, if executed within (60) sixty days from the date of this Quotation.

Additional consulting and engineering services, or revisions and change orders to your Project may be provided at additional cost based on Arizon's prevailing hourly fees. These additional fees will not be credited or applied to the purchase price of your Project. Arizon's submittal drawings, engineering and design services do not include consulting services such as attendance at local code, building department meetings, zoning, city council meetings, bank and financing meetings, and the like. However, Arizon can provide these services for additional fees upon request.

Arizon's services described herein are subject to this quotation and its terms and conditions. All Submittal Drawings, the Submittal and this Quotation are Confidential and are the exclusive property of Arizon.

Buyer's Acceptance

Date:	4-20-17	Arizon Structures Quotation Number:	QUO- 3853 Rev. 08
Company:	City of Twin Falls-Parks and Recreation	Phone:	208-736-2265
Individual:	Kevin Skelton	Fax:	
Address:	136 Maxwell Ave, Twin Falls, ID 83301		
		Total Base Price* Quoted:	\$ 259,258.00 USD
** Total Base Price Quoted* does not include prices of any optional items offered. See page 2 for pricing on any optional items, if applicable.			

Prices do not include any sales, use, or excise taxes. Payment shall be made as stated on Arizona's invoice. Credit is extended subject to approval by Arizona. All international Buyers are required to have an Irrevocable Letter of Credit on a US Bank. Unless otherwise stated, Quotations are valid for 30 days. Each air structure includes one IOM. Additional Manuals are available upon request for a fee. Unless otherwise specified by Arizona, all shipments shall be EXW Incoterms 2000, shipping point of manufacture with full freight allowed to the jobsite. Maximum allowable freight is contingent upon shipment of complete project at one time. Partial or staged shipments will result in additional charges. Incorporated by reference into this Buyer's Acceptance is Arizona's Quotation, Submittal and Terms and Conditions of Sale (see www.arizonstructures.com)

ACCEPTANCE

Arizona will prepare a Submittal for Approval by the Buyer prior to Arizona's release to production. The Submittal will include Arizona's drawings, written description of materials scope of work, and order acknowledgement. Upon unconditional Approval of the Submittal and required payments received, Arizona can release the Order to production, order materials and complete the Order in accordance with the Approved Submittal. Any changes after Release to Production may result in additional charges. Upon release to production, Buyer automatically waives any and all contingencies.

☐ Submit for Record Only

CONTINGENCY

This Buyer's Acceptance and the contract formed between Buyer and Arizona, upon Arizona's acceptance and credit confirmation, is not contingent upon any condition or event unless listed in this Buyer's Acceptance.

☐ Buyer Waives All Contingencies ☐ Contingent on Financing ☒ Contingent on City Council Approval ☐ Contingent on Other Matters

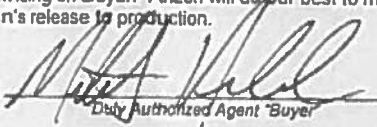
In consideration of the receipt of this Quotation and information related, the recipient agrees not to reproduce, copy, use or transmit this document and/or the information therein contained in whole or in part, or to suffer such action by others, for any purpose, except with the advanced written permission of Arizona Companies, or its Johnson, MarCraft, or Arizona Structures divisions, and further agrees to surrender same to Arizona Companies upon demand. Copyright Arizona Companies 2014. All rights reserved.

Unforeseen Conditions & Overtime: Although Arizona strives, in good faith, to provide a detailed Responsibility Matrix and include all the necessary labor and equipment services required by this contract to supervise or provide the installation of the Arizona structure package, there may be situations beyond Arizona's control. Examples are as follows: Delays to contract schedule caused by the Buyer or their associates not providing timely information in Submittal process and production and delivery of Arizona Package, delays in supplying timely and accurate information causing delays in Arizona's delivery and installation schedule, weather conditions causing delays and need for extra labor, equipment, and installation timeframe. Missing or inaccurate information on utilities, i.e., fuel type, gas pressure, voltage type, total amperage available, incomplete or inaccurate information on availability of utilities and site readiness for deploying Arizona installation supervisor/crew to start installation, other "Acts of God" that would prevent Arizona from performing as per the contract, unreported material damages from freight carriers or other causes. Overtime: Quotation for field services is based upon 40 hour work week including M-F. Weekend or overtime will be billed at additional cost if applicable. Arizona to receive owner's authorization prior to overtime/weekend charges.

In consideration hereof, Buyer agrees to pay Arizona a design, engineering, planning and consulting fee incorporated in the Price (and credited to the Price) quoted to Buyer, or, at Arizona's option, to be treated as a liquidated fee.

Upon receipt of this Buyer's Acceptance, or Purchase Order referring only to this Quotation, and containing no modifications

The Buyer referenced above authorizes Arizona to proceed with this order per this Quotation and Terms and Conditions of Sale incorporated herein. Upon acceptance of this ORDER by Arizona, after approval of this Quotation and Acceptance of Buyer's Credit Application, this Buyer's Acceptance is final and binding on Buyer. Arizona will do our best to meet your timeline, but ship dates are not guaranteed. Shipment is estimated at 12-14 weeks from Arizona's release to production.

Accepted:  Print Name Mitchel Humble Date: 4/24/17
Duty Authorized Agent "Buyer"

Accepted: _____ Print Name _____ Date: _____
Individual "Buyer"

Please verify shipping information on page 1. Preparation of Submittal will not commence until Arizona's receipt of Utility Confirmation document as completed and signed by Buyer's Authorized Representative.



Arizon Structures Worldwide LLC Terms & Conditions of Sale

- 1 Goods, Equipment, and Services ("goods") sold by Arizon Structures Worldwide LLC or its affiliates ("Seller" or "Manufacturer") are made solely on the terms and conditions hereof notwithstanding any additional or conflicting terms or conditions that may be contained in any purchase order, specifications, contract or contract documents, or other form of purchase, all of which additional or conflicting terms and conditions are hereby objected to and rejected by Seller. No representations or warranties other than those contained herein shall be binding upon Seller unless in writing and signed by an officer of Seller. In any event, acceptance of a shipment by Buyer shall constitute acceptance of these terms and conditions. Goods sold hereunder are custom manufactured and are exclusively described in Seller's Submittal.
- 2 All quotations ("quotation") or proposals for the sale of goods, unless otherwise specified, are subject to acceptance by a Buyer ("Buyer") within thirty (30) days from date of quotation and are subject to Seller's approval of Buyer's credit.
- 3 Terms of payment are shown on the Schedule of Payments in Seller's quotation, but if not, progress payments are invoiced by Seller upon approval of Submittals, ordering of materials, commencement of manufacturing and final completion of manufacturing all or any part of Buyer's order. All past due accounts will be subject to a service charge of one and one-half percent (1 1/2%) per month (or, if less, the maximum rate permitted by applicable law.) All orders and shipments at all times are subject to the approval of Seller's Credit Department. Seller may require partial or total payment in advance of production or shipment if, in the judgment of Seller, the payment terms or financial condition of Buyer does not justify other terms. If Buyer delays shipment for any reason, payments shall become due from the date on which Seller tenders shipment, and storage thereafter shall be at Buyer's risk and expense. Acceptance by Seller of Buyer's partial payments shall not constitute a release of Buyer from any balance due claimed by Seller. Buyer shall pay all Seller's attorney fees and collection expenses in the event Buyer is in breach of the Terms of Payment or any other provision of these Terms and Conditions of Sale. Seller shall have an ongoing security interest in the goods and Buyer agrees to execute any forms requested by Seller to reflect this security interest. In addition to all other remedies, Seller may reclaim and repossess the goods. Seller does not waive its right to file a mechanics lien or bond claim under applicable state law. Buyer irrevocably appoints Seller as its Power of Attorney to effectuate Seller's security interest in the goods.
- 4 Delivery shall be made EXW (Incoterms 2000) Seller's plant or origination, unless otherwise agreed in writing. All goods are shipped at Buyer's risk. Any claims for damage or shortage in transit when goods are shipped by common carrier must be filed by Buyer against the carrier. Claims for factory damages or shortages are waived by Buyer unless made in writing to Seller within ten (10) days after shipment of the goods by Seller, and accompanied by reference to Seller's bill of lading and factory order numbers. Delivery dates or times which may be specified are not guaranteed. Seller shall not be responsible for any delay or failure to meet a shipment date caused by circumstances beyond the reasonable control of Seller or others, including but not limited to, acts of God, riots, strikes, accidents, lack of transportation, or shortages of fuel, power, labor or equipment. Buyer agrees to pay for the goods notwithstanding the fact that Buyer may be unable to receive or provide suitable storage space for any delivery. If stored by Seller, Buyer agrees to pay storage charges to Seller as an extra.
- 5 Buyer is responsible for all value added tax, and sales and use taxes, if any, related to the goods. Any taxes (except Seller's income tax) are the obligation of the Buyer, and Buyer agrees to indemnify and hold Seller harmless therefrom, including all expenses and attorney fees incurred by Seller related hereto.
- 6 Buyer's orders accepted by Seller shall not be cancelled or placed on hold by Buyer, unless Seller consents in writing. In the event of cancellation, Buyer shall promptly pay to Seller as fixed, agreed and liquidated damages, and not as a penalty, a sum equal to direct and indirect costs of Seller plus ten percent (10%) of the total amount of Schedule of Payments in the quotation. In the event Buyer places its order on hold and Seller consents, Seller shall invoice Buyer for the portion of the work completed, including but not limited to, Seller's direct and indirect costs (storage, opportunity and all other costs) as solely determined by Seller, and Buyer shall pay said invoice as provided for in these Terms and Conditions of Sale.
- 7 All Field and Job-Site Services provided by Seller, if any, are set forth by the later of Seller's Quotation or Submittal, are payable at Seller's current per diem rates plus expenses, are for one (1) trip to the jobsite, are non-refundable, are subject to two (2) weeks minimum advance notice in writing from Buyer stating Seller's goods and the jobsite are prepared for Seller's field services, and are subject to Buyer providing requested tools/equipment and qualified technicians to work with and be available to Seller's field service representative(s). Field Service work and all start-up of Seller's goods will be by authorized technicians. Seller is not responsible for field service work beyond the number of days listed in the Submittal. Start-up of the goods is solely and exclusively determined by and deemed acceptable by Seller.
- 8 Seller extends to Buyer the warranties received by Seller from the original manufacturers and suppliers of the components of the goods sold to Buyer. All other components of the goods manufactured by Seller shall be free from defects in material or workmanship for a period of one (1) year from the date of Seller's shipment or tender of shipment. A Bill of Sale and a warranty certificate will be provided to Buyer upon payment of Seller's invoices. If Buyer notifies Seller within the warranty period of a defect, Seller, at its option, will repair or replace the defect FCA (Incoterms 2000) at the location selected by Seller. This limited warranty extends only to the original Buyer from Seller. Any damage from improper handling, storage, abuse, misuse, or alteration of the goods in any manner voids Seller's warranty obligation. THIS LIMITED WARRANTY CONSTITUTES BUYER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. Labor or service costs, refrigerant losses, the physical or chemical effect on the goods from improper storage, weather, foreign substances, mold, mildew, or chemicals in air, water or steam, including costs for removing or installing parts, and any shipping charges, are expressly excluded from this limited warranty. No person (including any agent or salesperson) has authority to expand Seller's obligation beyond the terms of this limited warranty, or to state that the performance of the goods is other than that published by Seller. Failure by Buyer to pay Seller's invoices in accordance with the Terms and Conditions of Sale voids all warranties provided for herein. Any lawsuit or claim other than a warranty claim shall be brought within one (1) year from tender of shipment.
- 9 Under no circumstances shall the Seller be responsible for the condition of the subsoil at the installation site as it pertains to costs of excavation, or as it pertains to holding ability of the Seller's anchorage. Likewise where anchorage is attached to existing concrete work, the Buyer will be responsible for the quality and holding power of the concrete. The Seller will specify anchorage loads to be withstood and warrants its design to be sufficient to meet specified requirements. The Seller will provide technical assistance and advice to the Buyer, but will not be responsible for Buyer's site, sub-soil conditions or anchorage system. If required, Seller will obtain Construction Permits. Owner is responsible for all Permit fees.
- 10 Goods may not be returned except by written permission of an authorized Corporate Officer of Seller. Goods returned without prior authorization shall be at Buyer's risk and expense with no obligation by Seller. Seller is not responsible for rework, repairs or modifications of the goods without advance written agreement.
- 11 Seller will not be responsible for nor accept any costs incurred through field service, rework, repair and/or modification or alteration of its goods without prior written authorization by Seller. Seller's warranty in paragraph 8 hereof is conditioned and contingent on Buyer's adoption of a written maintenance and service plan performed by Seller and Buyer or performed by a technician(s) trained and authorized in writing by Seller. In the event the goods or their components are disassembled and stored on a seasonal basis, said disassembly and storage shall be in accordance with Seller and with the Original Manufacturer's warranty and installation, Operations, and Maintenance Instructions. Responsibility for the goods after disassembly and during storage is solely that of the Buyer.
- 12 Seller reserves the right to change specifications and/or designs of the goods or their components based on Seller's interpretation of Seller's Approved Submittal at no cost to Buyer. Failure by Buyer to promptly approve Seller's Submittal may result in added charges or change orders on behalf of Seller.
- 13 If any goods shall be manufactured or sold by Seller to meet Buyer's specifications or requirements and are not a part of Seller's standard product offering, Buyer agrees to indemnify and save harmless Seller from any and all damages, and for claims and demands for actual or alleged infringement of any United States or foreign patents because of such goods.
- 14 Any controversy or claim arising out of or relating to payment, or to Seller's Submittal, Buyer and Seller's Contract, including these Terms and Conditions of Sale, or any other matter, shall be settled exclusively in St. Louis County Missouri Circuit Court, or at Seller's option, by arbitration administered by the American Arbitration Association (AAA) under its Construction Industry Arbitration Rules in St. Louis County, Missouri, and Buyer hereby waives any appeal from the arbitration award and consents to the confirmation and entry of judgment thereon with or without notice in any court having jurisdiction over either Buyer or Seller. Buyer and Seller agree to use the Fast Track Procedures provided for by AAA Rules and Procedures and to be governed by the laws of the State of Missouri.

Effective 01/01/2014.

SUBMITTAL SPECIFICATIONS



PART 1 - GENERAL

1.1 DEFINITIONS

- A. The following definitions apply to this document.
- B. Quotation – The Manufacturer's bid or proposal to manufacture the Goods. The Goods proposed for purchase by the Customer in the Manufacturer's bid or proposal are in general accordance with the information provided by the Customer, and will be more specifically described in a Submittal prepared by the Manufacturer for approval by the Customer.
- C. Submittal – The Manufacturer's scope of work; the drawings (plan view, elevation view, layout, and details) submittal specification and cut sheets used by the Manufacturer to describe the Goods that is in general accordance with the intent of this specification and changes or modifications thereto. The Goods are exclusively described in the Submittal and any Change Orders.
- D. Approved Submittal – The Manufacturer's Submittal, which is signed and marked "approved" by the Design Engineer, the End User, the Contractor, the Installer or the Customer/Buyer as determined by the Manufacturer. Approval by the Consulting Engineer, End User or Contractor/Installer or any one of them, shall be binding on the Customer. In the event of conflict, the Approved Submittal will take precedence over any other contract or contract document.
- E. Change Orders – Changes are to the Approved Submittal requested by the Consulting Engineer, end user, Customer or Contractor/Installer. Change orders shall be binding only if authorized in writing by the Customer (or those signing the Approved Submittal) and Manufacturer, describes the required change, provides added pricing, and is on the Change Order Forms approved by the Manufacturer.
- F. Manufacturer or Seller – Arizon Structures WorldWide, LLC 11880 Dorsett Road, St. Louis, MO 63043.
- G. Original Manufacturer – The manufacturer of a component of the Goods such as the fans, controls, burner, fabric, doors, lights, etc.
- H. Customer or Buyer – Kevin Skelton or City of Twin Falls-Parks and Recreation, 136 Maxwell Avenue, Twin Falls, ID 83301. The person or entity with direct contractual responsibility to pay the Manufacturer and to approve the Submittal.
- I. Owner or End User – Kevin Skelton or City of Twin Falls-Parks and Recreation, 136 Maxwell Avenue, Twin Falls, ID 83301. The entity that is intended by the Agreement to be the final owner and /or user of the Goods.
- J. Contractor – The entity designated to install a portion of the Goods including but not limited to the aluminum extrusion and anchor bolts. The Manufacturer is not responsible for the Contractor's qualifications, scope of work or results.
- K. Installer - The entity designated to install a portion of the Goods including, but not limited to the fabric membrane, doors, cables, lights, etc.
- L. Electrical Contractor or Installing Electrical The entity designated to install all electrical components, including but not limited to the on site electrical and controls wiring, conduit and connections for the mechanical / HVAC / air handling equipment, lighting, exit signs at doors, overhead door operators and etc.

SUBMITTAL SPECIFICATIONS



- M. Mechanical Contractor or Installing Mechanical Contractor. The entity designated to install and anchor a portion of the Goods including, but not limited to the mechanical / HVAC / air handling equipment and backup generator. The entity designated to furnish and install all on-site mechanical work including the gas and refrigerant piping.
- N. Jobsite address: 756 Locust Street North, Twin Falls, ID 30001
- O. Agreement, Contract or Contract Documents –The Manufacturer's Quotations, Submittals and Approved Submittals.
- P. Design Engineer – Gary Bowlin or EHM Engineering, Inc., 621 North College Road, Suite 100, Twin Falls, Idaho 83301. The individual or entity designated to verify from the Manufacturer provided Dome Plans; the final 2012 International Building Code Life Safety Review, ADA, and Fire Code Review. The Design Engineer is the entity designated to review the existing foundation and existing anchorage for structural compatibility with the new dome. This entity is responsible for providing Professional Engineered final stamped drawings and calculations for their work. The Design Engineer may be a consultant of the Manufacturer directly or by sub-contract.
- Q. Structural Engineer – Al Gonzalez or DOTEK Engineering, 424 Jefferson Street, St Charles, MO 63301. The individual or entity designated to Structurally Engineer the air-supported structure including the fabric and shroud cables; excluding all anchorage, grade beam design, and geotechnical engineering. This entity is responsible for providing Professional Engineered final stamped drawings and calculations for their work. The Structural Engineer may be a consultant of the Manufacturer directly or by sub-contract.
- R. Mechanical Engineer – Al Gonzalez or DOTEK Engineering, 424 Jefferson Street, St Charles, MO 63301. The individual or entity designated to for verifying the code compliance and performance of the proposed mechanical (inflation and heating) equipment described herein. This entity is responsible for providing Professional Engineered final stamped drawings and calculations for their work. The Mechanical Engineer may be a consultant of the Manufacturer directly or by sub-contract.
- S. Electrical Engineer – Al Gonzalez or DOTEK Engineering, 424 Jefferson Street, St Charles, MO 63301. The individual or entity designated to for verifying the code compliance and performance of the proposed electrical components (HVAC equipment) described herein. This entity is responsible for providing Professional Engineered final stamped drawings and calculations for their work. The Electrical Engineer may be a consultant of the Manufacturer directly or by sub-contract.
- T. Air Supported Structure – The fabric structure and cable grid plus primary and auxiliary inflation systems, doors, lights, and other equipment (the "Goods") as described in the Approved Submittal.
- U. Basis of Design Manufacturer – The Manufacturer. Based on Manufacturer's selection, its design and construction methods set forth in the Approved Submittal will be used in the design of the Engineering Specifications for the Goods. The Basis of Design Manufacturer has been determined to meet these Engineering Specifications and no further testing or reporting is required.
- V. Terms and Conditions of Sale – The Manufacturer's terms and conditions of sale, as submitted with the Manufacturers Quotation and Approved Submittal. A copy of these acceptable Terms and Conditions of sale are attached and incorporated into the Approved Submittal.
- W. Goods or Equipment or Scope of Work — The goods and services set forth in the Approved Submittal.
- X. Closing- Manufacturer's delivery of possession, ownership, Warranty, occupancy, security codes, software, keys and all other Goods and services as set forth in the Approved Submittal after payment of Manufacturer's invoices.
- Y. Warranty – Seller's Limited Warranty issued by Seller after Seller's transfer of possession of the Goods to Buyer, and payment in full by Buyer to Seller. See paragraph 1.4

SUBMITTAL SPECIFICATIONS



- Z. Substantial Completion – The delivery of the Goods and completion of the Work. Completion of the work shall be as determined by Arizon. If there are any items that are determined and agreed upon between the Buyer and Arizon as incomplete, those items shall be recorded on a Punch List. Arizon will provide an action plan for completion of all Punch List items. Unless otherwise agreed to, the initial inflation of the dome shall be considered Substantial Completion.
- AA. Punch List: A written list of incomplete items at the time of Substantial Completion agreed upon by the Buyer and Seller.

1.2 DESCRIPTION

A. Design Requirements:

- 1. Design Criteria/Concept: Drawings and schedules indicate size, profile and dimensional requirements of the Goods and are based upon the Manufacturers' specific raw material and components. Fabrication engineering for the Goods is the responsibility of Manufacturer.

B. Site Condition Verification:

- 1. Verification of the site conditions is the responsibility of the Buyer or Customer. The Customer will be responsible for and verify that: the unit dimensions and component removal clearances meet the site requirements, the shipping sections will fit within building ingress and egress, the Equipment/Goods section weights are acceptable for lifting, the unit operating weights do not exceed the site structural limits, the unit sound performance does not exceed specification requirements, all local and other codes are met, electrical and other utility codes and/or requirements are met up to the units connections, and utilities are available for proper operation of the Equipment or Goods. The Customer is to verify to the Manufacturer, as a part of Approval of the Submittal, the following items: foundation design, equipment clearances, equipment pad designs, and utility services and connection locations. Specific weights and dimensions are approximate or within Manufacturer's reasonable tolerances. Should the Customer require specific dimensions or weights, this must be requested by the Customer, accepted by the Manufacturer in writing, and incorporated into the Approved Submittal.

C. Site Code Verification:

- 1. The Design Engineer, Structural Engineer, Mechanical Engineer, and Electrical Engineer are responsible for verifying that the Goods or Equipment as specified herein the Approved Submittal will meet local, state, and national codes as applicable. The Manufacturer is not responsible for meeting codes, which are generically referred to in this Engineering Specification of the Approved Submittal. All permits, fees and taxes (federal, state or local) are the responsibility of the Customer.

D. Site Requirements:

- 1. The Installer shall furnish all labor, materials, tools, equipment and services necessary to complete the air supported structure and Goods installation as shown on the drawings and specifications.
- 2. The jobsite shall be fully prepared by the Contractor prior to installation. This includes, but not limited to, preparation of the jobsite, installation of the perimeter anchorage system, installation of all equipment pads, availability of all utilities required for the Goods, inflation and HVAC, receipt of all Goods and Equipment required for the installation in good order of the Goods, and availability of all tools, cranes, lifts, equipment and manpower required for the installation.
- 3. The Manufacturer has included in their price five (5) consecutive days on site to supervise the installation process. If necessary, additional days, overtime, weekends and holidays will be charged on a per diem basis according to the Manufacturer's standard rate sheet.

SUBMITTAL SPECIFICATIONS



- 1.3 The Manufacturer has included in their price one (1) day of on site start-up supervision for the primary inflation air handling unit (AHU). The Installing Mechanical Contractor shall conduct the start up work under Manufacturer's supervision and shall provide all tools and equipment necessary to do so.

DELIVERY, STORAGE and HANDLING

- A. Ordering: Customer shall comply with the Manufacturer's ordering instructions and lead-time requirements to avoid construction delays.
- B. Delivery: The Customer or their representatives upon receipt of the Goods or Equipment shall immediately verify that it has not been damaged during shipping and that all items listed on the Bill of Lading and the Manufacturer's Shipping Documents are included in the shipment. If damage has occurred, or if items are missing, the Customer or Its Representative must take photographs and note all identifiable damages or missing parts on the Bill of Lading and Manufacturer's Shipping List before accepting delivery of the equipment. If the procedure shown on the Manufacture's Shipping List is not followed, the Customer foregoes any right to claim damages, short or missing components from the shipment. All Goods or Equipment is shipped EXW (Incoterms 2000) freight included, and insurance coverage of the Goods is the Customer's responsibility along with damage claims with the shipper. Specific hours or dates of delivery are not guaranteed by the Manufacturer unless agreed to in the Approved Submittal. Customer is responsible for receiving and unloading of the Goods.
- C. Storage and Protection: The Customer or their representatives upon receipt of the Goods or Equipment shall Store the Goods or Equipment, and protect it from exposure to harmful weather conditions and at temperature and humidity conditions recommended and determined by the Manufacturer or Original Manufacturer as reasonable. See Storage Instructions included in the Installation, Operations and Maintenance Manual of the Manufacturer and other information provided by the Original Manufacturers. Buyer/Customer and Owner/End User are responsible for all storage and protection of the Goods along with their maintenance and operation during storage. See Arizon's calendar of preventative maintenance and repair as a general guideline only.

1.4 LIMITED WARRANTY

- A. Seller extends to Buyer the warranties received by Seller from the original manufacturers of the components of the Goods sold to Buyer. The exterior fabric shall be free from defects for a period of twenty (20) years from Seller's date of purchase, and said warranty shall be pro rated over the life of the warranty period. A Bill of Sale and a warranty certificate will be provided to Buyer upon payment of Seller's invoices. All other components of the goods manufactured by Seller sold to Buyer shall be free from defects in material or workmanship for a period of one (1) year from the date of Seller's tender of shipment or one year from Seller's notice to Buyer of Substantial Completion, whichever is less. If Buyer notifies Seller within the warranty period of a defect, Seller, at its option, will repair or replace the defect FCA (Incoterms 2000) at the location selected by Seller. This limited warranty extends only to the original Buyer from Seller. Any damage from improper handling, storage, abuse, misuse, or alteration of the goods in any manner voids Seller's warranty obligation. THIS WARRANTY CONSTITUTES BUYER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. Labor or service costs, refrigerant losses, the physical or chemical effect on the goods from improper storage, weather, use of air, water or steam, including costs for removing or installing parts, and any shipping

SUBMITTAL SPECIFICATIONS



charges, are expressly excluded from this limited warranty. No person (including any agent or salesperson) has authority to expand Seller's obligation beyond the terms of this limited warranty, or to state that the performance of the goods is other than that published by Seller. Failure by Buyer to pay Seller's invoices in accordance with the Terms and Conditions of Sale voids all warranties provided for herein. Any lawsuit or claim other than a warranty claim shall be brought within one (1) year from tender of shipment.

PART 2 - GOODS

2.1 DESIGN

- A. The Air Supported Structure, a portion of the Goods, will be designed to withstand wind loads of 115 miles per hour, 3 second gust, plus 25 pounds per square foot ground snow load by utilizing a combination of snow melting, snow support and if required, snow removal. See tab 3 Structural Calculations for further details.
- B. The Air Supported Structure, a portion of the Goods, will have a thermal liner to provide an insulated double-wall construction. An optimized dead-air space will be used to insulate the air structure envelope.
- C. The structure will include a primary inflation system for automatic control of the required inflation pressure, plus an automatic auxiliary inflation system, and a natural gas powered stand-by generator for the auxiliary inflation system. The stand-by generator is designed to automatically start upon loss of electric power.
- D. Heating and/or air conditioning (HVAC) equipment is provided if indicated in the HVAC Components section.
- E. The main entrance to the structure will be through one (1) low-leakage three-leaf revolving door. Emergency exits will be included as shown on the drawings. See 2.4 Door Components.
- F. The structure will be fabricated in sections as shown on the drawings. Each section of the structure or cable grid will be wrapped and shipped on wood skids. The maximum weight per skid will generally not exceed 10,000 pounds.
- G. The following optional items may also be included as described herein, and as shown on the drawings: pool tarp, motorized exhaust dampers.
- H. See the drawings for specific sizes, quantities, locations, and dimensions.

2.2 FABRIC COMPONENTS

- A. The exterior fabric shall be structural rated architectural vinyl coated polyester fabric. Fabric shall be grey in color. The exterior fabric will have a topcoat of polyvinylidene fluoride (PVDF) to protect the fabric.
- B. The exterior fabric will meet the performance characteristics described in Tab 5 of the Submittal.
- C. The interior liner fabric will meet the performance characteristics described in Tab 5 of the Submittal.

SUBMITTAL SPECIFICATIONS



- D. Fabric seams will be joined in the factory using a radio-frequency welder, specifically adjusted for use with the fabrics used in this air structure.
- E. The interior liner fabric will be either extruded or laminated vinyl polyester material designed to resist tearing and delamination.
- F. The interior liner material will be blue up to approximately 14 feet above the top of the grade beam to provide a dark backdrop for sports activities.
- G. The interior liner above the dark backdrop will be white.
- H. The interior liner at the skylight will be translucent.
- I. Structure Openings and fabric Shrouds:
 - 1. All door and duct openings will be fitted with flexible fabric shrouds designed to withstand the full building air pressure, and to allow for normal building movement without becoming completely taught between the structure and fixed door or ductwork.
 - 2. The shrouds will be made with the same fabric as the air structure, and also will be of double wall construction for insulation.
 - 3. The shrouds will be attached to the exterior structure by radio frequency welding.
 - 4. All door openings will be fitted with fabric flaps, secured open when structure is in use. The fabric flaps can be laced closed, so that doors can be removed for repair or service without causing a significant air pressure drop within the air structure.
- J. Motorized Exhaust Dampers:
 - 1. Manufacturer will provide two (2) motorized exhaust dampers to allow for increased ventilation during warm weather or to accommodate air change requirements.
 - 2. See the drawings in Tab 4 for final quantities, details and additional information.
- K. Sectionalizing:
 - 1. Manufacturer will provide 12" aluminum sectionalizing bars as necessary to connect the fabric sections at their shipping splits.
 - 2. Manufacturer will provide neoprene gasket between the exterior fabric surface and the aluminum sectionalizing bars to minimize air leakage and water infiltration.
 - 3. See the drawings in Tab 4 for final quantities, details and additional information.

2.3 DOOR COMPONENTS

- A. Revolving Doors:
 - 1. Manufacturer will provide one (1) low-leakage three-leaf revolving door with polished aluminum housing at the main entrance to the structure.
 - 2. Each leaf will be constructed of a painted aluminum frame with full Plexiglas viewing window and two push bars.
 - 3. Each leaf will be sealed against the housing by means of easily replaceable brushes.
 - 4. Revolving door will come completely assembled and ready for installation with fabric clamp channels around the face of the door for attachment to the air structure shroud.
 - 5. Revolving door will be lockable by means of a heavy duty bolt lock attached to one door leaf which engages a slot in the housing.

SUBMITTAL SPECIFICATIONS



6. Revolving doors must be mounted on and anchored to a level concrete pad.
7. See the drawings in Tab 4 for final quantities, details and additional information.

B. Personnel Airlocks:

1. Manufacturer will provide one (1) personnel airlock vestibule with polished aluminum housing to be installed directly adjacent to the main entrance revolving door for wheelchair access.
2. Personnel airlocks will consist of two pressure balanced doors with a vestibule space in between.
3. Door leaves will be similar construction to the emergency exit doors.
4. The housing will have a Plexiglas vision panel adjacent to the door opening to allow users to see if anyone is inside the vestibule before opening the door.
5. Revolving doors must be mounted on and anchored to a concrete pad.
6. See the drawings in Tab 4 for final quantities, details and additional information.

C. Emergency Exit Doors:

1. Manufacturer will provide aluminum construction emergency exit doors specifically designed and manufactured for use with air structures. All doors, frames and components will be aluminum to minimize maintenance and rust.
2. The exit doors will be free standing, outward opening, center pivoted, equipped with crash bar and automatic closure hardware to assist in closure against the design inflation pressure.
3. Exit doors will include a wire reinforced vision panel.
4. Door frame will be all aluminum with welded junctions.
5. The door leaf will be insulated double wall construction.
6. Manufacturer will provide an emergency light and lighted exit sign on the interior top panel above the door leaf. Exit sign and lights shall be mounted and wired in the field by the Electrical Contractor.
7. Emergency exit doors shall be mounted directly on concrete pads.
8. All installation including labor, equipment and materials is the responsibility of the contractor.
9. All wiring and the like is the responsibility of the Electrical Contractor.

2.4 LIGHTING COMPONENTS

A. Primary Lighting Fixtures:

1. NOT INCLUDED. Owner to salvage and reinstall the existing lighting fixtures.

B. Emergency Lighting Fixtures:

1. NOT INCLUDED. Owner to salvage and reinstall the existing emergency lighting fixtures.

C. Light Poles:

1. NOT INCLUDED. Owner to salvage and reinstall the existing light poles.

2.5 HVAC COMPONENTS

- ### A.
- The primary heating and inflation unit will be manufactured by Arizon Companies and will be specifically designed, manufactured and certified by the Manufacturer for use with an air supported structure and shall be UL® listed.

1. See Tab 6 of submittal package for AHU specifications.

2.6 ALL OTHER COMPONENTS OF THE GOODS INCLUDING SERVICES

- ### A.
- See the responsibility matrix and drawings listed under Tab 4 of the Submittal for additional information.

SUBMITTAL SPECIFICATIONS



PART 3 - EXECUTION

A. COMPLY WITH MANUFACTURERS INSTRUCTIONS:

1. Compliance: Customer shall comply with the Original Manufacturer's and any component manufacturer's installation and operations manuals, including product technical bulletins, product catalog installation instructions and product carton instructions for installation.
2. Customer shall review Manufacturer's Installation Manual prior to installation, and comply with all instructions therein.

B. EXAMINATION:

1. Customer, at its own expense, shall inspect the equipment on delivery at the job site, and note any damage, needed repairs, missing parts, materials or components in writing on the Bill of Lading for return to the Manufacturer or original component manufacturer. Arrival, pre-startup and startup check lists will be included in the Installation Manual.
2. Customer shall notify the Manufacturer with a minimum seven (7) day advance of the scheduled jobsite inspection date. The installation shall not proceed until the jobsite has been approved by the Manufacturer. If the jobsite is not ready as scheduled, and is not approved by the Manufacturer, the Customer will reimburse the Manufacturer for additional jobsite inspection trips as needed.
3. Design Engineer shall verify the structural integrity of the existing foundation and anchorage system. If necessary, pull tests shall be conducted on existing anchors to verify that they are capable of withstanding the uplift loads of the new fabric membrane.
4. Customer or its representatives shall not occupy or use the Goods including but not limited to the Air Structure unless and until a Certificate of Substantial Completion set forth in the Approved Submittal is delivered to the Manufacturer along with payment in full to the Manufacturer for the Goods.

C. INSTALLATION:

1. The Manufacturer will provide on-site services as follows: Five (5) days of Installation Supervision on the Manufacturer's products and equipment.
2. Contractor shall be responsible for rigging and installation of the Goods, including equipment and components at the Contractor's expense. Installation includes but is not limited to:
 - a. Pre site preparation: The structure that the unit will be installed upon must be level and all weights and bearing loads must be verified. Upon request in writing, the manufacture will supply a certified weight for the Goods or equipment.
 - b. Lifting and rigging of the Goods or Equipment.
 - c. Attaching utilities including gas, fuel, water, steam, and electrical connections.
 - d. Duct connections to the Goods.
 - e. Wiring of electrical connections between shipping splits.
 - f. Connecting air structure or Goods sections between shipping splits.
 - g. All other utilities and foundation requirements for proper installation, startup, and operation of the equipment pursuant to the Manufacturer's instruction.

D. FIELD QUALITY REQUIREMENTS: JOB SITE TESTING:

1. Manufacturer's Field Services:
 - a. The Manufacturer will provide one (1) day of on site start-up supervision for the primary inflation air handling unit(s) (AHU).

E. PROTECTION:

1. Customer shall protect installed product and finish surfaces from damage during construction.

SUBMITTAL SPECIFICATIONS



2. Customer shall not inflate, occupy or use the Goods for any purpose, temporary or permanent, until Manufacturer has reviewed the installation of the structure, and operation of the inflation equipment, and a Final Completion Certificate as set forth in the Approved Submittal is delivered to the Manufacturer along with payment in full to the Manufacturer for the Goods.

END OF SECTION 13300