



Twin Falls City Council Agenda

Monday, August 5, 2019, 5:00 PM

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

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

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) PROCLAMATIONS: None
- 4) GENERAL PUBLIC INPUT
- 5) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve the Accounts Payable for July 25-31, 2019.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve the July 29, 2019, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to approve a Trust Agreement for Westpark Commercial Subdivision No. 11, placing Lots 1 & 2; Block 1 in trust.
By: Troy Vitek, Assistant City Engineer
 - d) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing Westpark Commercial Subdivision No. 11.
By: Troy Vitek, Assistant City Engineer
 - e) **ACTION ITEM:** Request to approve the Final Plat for the Fieldwood Professional Subdivision, located at the 1000 Block of Cheney Drive West, on behalf of Brad Wills c/o EHM Engineers, Inc. (PZ19-0099)
By: Steve O'Connor, City Planner
 - f) **ACTION ITEM:** Request to approve the annual Joshua Way Block Party on August 16, 2019.
By: Sergeant Justin Dimond, Twin Falls Police Department
 - g) **ACTION ITEM:** Request to hold the Twin Falls County Democrats' Annual Picnic on August 17, 2019.
By: Sergeant Justin Dimond, Twin Falls Police Department
 - h) **ACTION ITEM:** Request to hold the Amazing Grace Fellowship Church Outdoor Service and Picnic.
By: Sergeant Justin Dimond, Twin Falls Police Department

6) ITEMS OF CONSIDERATION

- a) **ACTION ITEM:** Request from Paul Thompson to amend City Code, Title 6, Chapter 2 to prohibit abortions within the City of Twin Falls.
By: Paul Thompson, Citizen
- b) **ACTION ITEM:** Request to reject all bids received for an Airport Runway Snow Broom.
By: William Carberry, Airport Manager
- c) **ACTION ITEM:** Request to accept a bid for the construction of a storage shed at the Twin Falls Golf Club, and dedicate cash reserves to complete the project.
By: Wendy Davis, Parks and Recreation Director
- d) **PRESENTATION:** Presentation of the City Manager's Recommended Budget for FY 2020 followed by citizen input. The presentation will focus on the Internal Organization (Focus Area 8) of the Strategic Plan.
By: Gretchen Scott, Human Resource Director

7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

8) PUBLIC HEARINGS

- a) **ACTION ITEM:** Request to approve an amendment to the Perrine Point PUD #251 to allow multi-family units, amend landscaping requirements, and update the Pressure Irrigation agreement on property located at the NW corner of Falls Ave W. and Grandview Dr. N. c/o EHM Engineers, Inc. on behalf of Tres Gringos, LLC (PZ19-0048) & the approval of the Perrine Point Pressure Irrigation Development Agreement.
By: Steve O'Connor, City Planner

9) ADJOURNMENT

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

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

Public Input Procedures

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

Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor or Chairman shall review the public hearing procedures.
2. Individuals wishing to testify or speak before the City Council or Planning & Zoning Commission shall wait to be recognized by the Mayor or Chairman, approach the microphone/podium, state their name, and then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the staff. The staff shall make an audio recording of the Public Hearing.
3. A City Staff Report shall summarize the application and history of the request.
4. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
 - A complete explanation and description of the request.
 - Why the request is being made.
 - Location of the Property.
 - Impacts on the surrounding properties and efforts to mitigate those impacts.
5. Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor or Chairman.
6. The City Council or Planning & Zoning Commission may ask questions of staff or the applicant pertaining to the request.
7. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor or Chairman may limit public testimony to no less than two (2) minutes per person.
 - Individuals are not permitted to give their time to other speakers.
 - However, five (5) or more individuals that received written notice of the public hearing may appoint, by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the Mayor or Chairman. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, received by 12:00 p.m. on the date of the hearing shall be either read into the record or displayed to the public on the overhead projector.
8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. Responses shall be limited to answering the questions asked. The Mayor or Chairman may limit the time permitted for the answer.
10. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning & Zoning Commission shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.

* Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Mayor or Chairman.



Twin Falls City Council Minutes

Monday, July 29, 2019, 5:00 PM

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

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

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

Absent: None

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Brian Pike, City Attorney Shayne Nope, Chief Craig Kingsbury, Captain Anthony Barnhart, Library Director Tara Bartley, Planning & Zoning Director Jonathan Spendlove, CFO Lorie Race, Budget Director Mat Farnes, Fire Chief Les Kenworthy, Airport Director Bill Carberry, Airport Administrative Assistant Donna Newbry, Airport Operations Supervisor Matt Barnes, City Engineer Mark Holtzen, Public Works Director Jon Caton, Parks & Rec Director Wendy Davis, Parks Superintendent Kevin Skelton, Recreation Supervisor Stacy McClintock, Aquatics Director John Pauley, Streets Superintendent Dean Littler, UB Supervisor Bill Baxter, Human Resources Director Gretchen Scott, Desktop Support analyst Jeremiah Parent, Finance Administrative Assistant Amy Luna.

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

2) PLEDGE OF ALLEGIANCE

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

3) PROCLAMATIONS: None

4) GENERAL PUBLIC INPUT

Citizens Katie Breckenridge & Rob Struthers thanked the City Council for all the hard work on the Canyon Rim stabilization project.

5) CONSENT CALENDAR

MOTION: **Council Member Pierce** moved to approve the Consent Calendar as presented. **Council Member Talkington** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0

- a) **ACTION ITEM:** Request to approve the Accounts Payable for July 18-24, 2019.
- b) **ACTION ITEM:** Request to approve the July 22, 2019, City Council Minutes.

6) ITEMS OF CONSIDERATION

- a) **PRESENTATION:** Swearing in of two new Twin Falls Police Department Officers.
Police Chief Kingsbury presented two new Twin Falls Police Department Officers

Mayor Barigar performed the swearing-in of the two new Twin Falls Police Department Officers.

- b) **PRESENTATION:** Presentation of the Twin Falls Public Library - Year in Review.
Library Director Tara Bartley presented the Twin Falls Public Library - Year in Review.

Discussion ensued on the following:

Council Member Talkington: Do you see an increase or decrease of material that should be in the Library?

Council Member Reid: Thanked the Library staff for the services that the Library offers.

Mayor Barigar: Thanked Ms. Bartley for all the services that the Library offers.

Council Member Hawkins: Thanked for the class that taught daddies how to comb little girls' hair.

- c) **ACTION ITEM:** Request to adopt an Ordinance for the Zoning Map Amendment and Zoning District change for property located at 304, 3012 & 404 Washington Street South. c/o Gem State Dairy Products, LLC (app. PZ18-0095)

Planning & Zoning Director Spendlove requested to adopt an Ordinance for the Zoning Map Amendment and Zoning District change for property located at 304, 312 & 404 Washington Street South. c/o Gem State Dairy Products, LLC (app. PZ18-0095).

Discussion ensued on the following:

Council Member Lanting: Is this milk that has been leaving our area or is this a new product to our area?

MOTION: Council Member Talkington made a motion to suspend the rules and place Ordinance on third and final reading by title only under suspension of the rules. **Vice Mayor Boyd** seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

MOTION: Council Member Hawkins moved to approve the request to adopt an Ordinance 2019-004 for the Zoning Map Amendment and Zoning District change for property located at 304, 312 & 404 Washington Street South. c/o Gem State Dairy Products, LLC (app. PZ18-0095). **Council Member Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- d) **PRESENTATION:** Presentation of the City Manager's Recommended Budget for FY 2020 followed by citizen input. The presentation will focus on the Healthy Community and Accessible Community focus areas of the Strategic Plan.

Deputy City Manager Humble made a presentation of the City Manager's Recommended Budget for FY 2020 followed by citizen input.

***Focus on the Healthy Community and Accessible Community focus areas
of the Strategic Plan.***

Discussion ensued on the following:

Council Member Lanting: Assessed value changes until the end of the year. Does this typically go up or down?

City Manager Rothweiler: Shared how the County Assessors process works.

Healthy Community:

Parks & Rec Director Davis presented on Parks & Recreation Budget Requests:

(Assisted by Kevin Skelton, Stacy McClintock & John Pauley)

Stats:

1500 acres of public space in over 80 areas

Over 10 Miles of Asphalt trail

30 miles of dirt trails

430 Acres of manicured grass

Use:

FY 2018: 135 park reservations and 495 events

FY 2019: 269 park reservations and 591 events

Budget Request:

Parking Lot Repair/Maintenance (Parks)

\$250,000.00

Cascade Park Tennis Court Resurface

\$25,000.00

Pickup Utility Bed

\$10,000.00

16' Rotary Mower

\$102,000.00

Diesel Trim Mower

\$33,000.00

Park Enhancement Plans for Frontier Sunrise and Evel Knievel	\$15,000.00
Planning/Engineering for Dierkes/SSF Access Road Redesign	\$300,000.00
Cascade Park & Preserve Trail head Enhancement	\$225,000.00
Parking Lot, ADA Access Dierkes Lake Park	\$300,000.00
Sunway Soccer/First Federal Park Improvements	\$10,000.00
Picnic Tables Twin Falls City Pool	\$5,000.00
Recreation Program Equipment	\$20,000.00
Pool Facility Enhancements	\$5,500.00
Senior Programs Start-up	\$5,000.00
Trail Maintenance - Fence, Asphalt, Repair	\$ 30,000.00

Council Member Reid: Would it be replacements or new mowers?

Council Member Lanting: 430 Acres does or does not include the acres at the Golf Course?

Council Member Lanting: Talked about the equipment being so old.

Accessible Community:

Airport Director Bill Carberry presented the Airport Budget Requests:

(Assisted by Donna Newbry & Matt Barnes)

Spoke about the Air Service Expansion Grant - United Service to Denver

Budget Request:

Airport Operations/Security Coordinator	\$78,279.00
Terminal Improvement, Flooring and Landscape	\$30,000.00
Airport Tractor Replacement	\$65,000.00
(current one is a 1994 tractor - want to do a like for like upgrade.)	
Fiber Optic to Airport	\$157,000.00
Airport Parking Lot Overlay, North of Tower	\$25,000.00
Airport Construction Fund Projects:	
Airport Master Plan Update and Runway Fog Seal	\$1,326,000.00
Council Priority Capital Funds: Sidewalk Projects, Connections to Schools	\$250,000.00

Council Member Reid: Asked about the timeline of the grant.

Council Member Hawkins: Asked what the abbreviations that were used stand for.

City Engineer Holtzen presented on the Locust Street Reconstruction \$984,000.00
(Presented a brief update of the projects that are in progress at this time.)

Council Member Hawkins: Asked if this project includes fixing the 4 way stop at North College & Locust?

Council Member Reid: Thanked Engineer Holtzen for reaching out to the businesses along the construction routes. Do we have plans in place for the detour around Eastland & Falls?

Vice Mayor Boyd: Talked about the Twin Falls Facebook page having a detailed map of the street projects coming up.

Streets Superintendent Littler presented on the Street Budget request:

Insert 2019 Sidewalk Grant Program totals:

<i>21 in progress</i>	<i>\$41,352.50</i>
<i>1 completed but not yet reimbursed</i>	<i>\$3,000.00</i>
<i>19 Closed to date</i>	<i>\$34,175.44</i>
<i>Totals</i>	<i>\$78,527.94</i>

Budget Request:

Sidewalk Construction Projects	\$207,095.00
Sidewalk Grant Program	\$50,000.00

Seal Coating, Zone 8	\$1,032,722.00
Orbital Screening Plant/Debris Separator	\$70,000.00

Infrastructure and Facility Maintenance:

Maintenance and Road Overlays	\$543,100
ADA Ramp Implementation	\$58,892.00
New Roof at Sign Shop	\$25,000.00

Traffic Signals and Lighting:

Traffic Signal Uninterruptible Power Supplies (7)	\$42,000.00
Signal Opticon Phase Selectors	\$20,000.00
LED Street Lighting Retrofits	\$52,500.00

Vehicle & Equipment:

Elgin Pelican Sweeper	\$175,000.00
John Deere 544K Loader/Equivalent	\$90,000.00
Two Half-Ton Pickup Trucks	\$65,000.00
Sign Latex Printer	\$25,000.00

Council Member Talkington: Asked about the streaking look of the process and if it is a concern.

Council Member Pierce: Asked what the estimated life of a piece of equipment would be.

Council Member Hawkins: Do you have an update on the restroom replacement at City Park?

P&R Director Davis: Gave a summary of the progress of the restroom at City Park.

Mayor Barigar: Thanked all for their presentations

7) GENERAL INPUT/ADVISORY BOARDREPORT/ANNOUNCEMENTS

Council Member Talkington: Backflow Testing Questions:

1. DEQ mandated? - Yes
2. How often does it have to be done? - Annually
3. Are only Private Contractors used by other Cities? Why not do it in house? - Yes - more expedient and cost-effective

City Manager Rothweiler:

Budget Focus Area 8 - August 5th **Recycling discussion** - August 12th **Fire Station Process** - August 19th

8) PUBLIC HEARINGS

None

9) ADJOURNMENT

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

MOTION: Council Member Reid moved to Adjourn to Executive Session 74206(1)(b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member, individual agent or public-school student. Council Member Pierce seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.



Date: Monday, August 5, 2019
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to approve a Trust Agreement for Westpark Commercial Subdivision No. 11, placing Lots 1 & 2; Block 1 in trust.

Time Estimate:

N/A

Background:

Westpark Commercial Subdivision No. 11, is located on the west side of Canyon Crest Drive, north of Pole Line Road West. The developer is requesting to place the aforementioned lots in trust in lieu of constructing the improvements or providing a financial guarantee.

Approval Process:

N/A

Budget Impact:

None

Regulatory Impact:

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 accept the Trust Agreement and authorize the Mayor to sign.

Attachments:

1. Westpark Commercial Subd - Aerial
2. Westpark #11 - Final Plat
3. Westpark #11 - Trust Agreement



Survey References

- (1) RIVERCREST APARTMENTS
#2003-029829
- (2) WESTPARK COMMERCIAL
SUBD. NO. 2
#1998-016096
- (3) WESTPARK COMMERCIAL
SUBD. NO. 3
#2006-011944
- (4) WESTPARK COMMERCIAL
SUBDIVISION NO. 4
#2007-012709
- (5) WESTPARK COMMERCIAL
SUBDIVISION NO. 5
#2010-005365
- (6) SURVEY #2015-021924
- (7) SURVEY #2014-016087
- (8) SURVEY #2003-018200
- (9) SURVEY #794117
- (10) SURVEY #790836

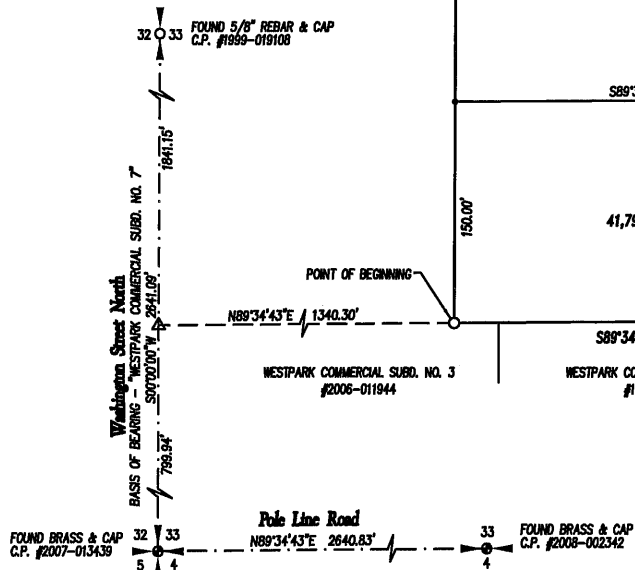
Deed References

- (1) #2009-028403
- (2) #1995-014351

Health Certificate

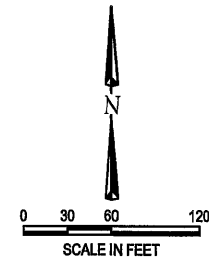
Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on the DEQ approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water or sewer/septic facilities were constructed. Building construction can be allowed with appropriate building permits if drinking water or sewer facilities have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities or meet the other conditions of DEQ, then sanitary restrictions may be reimposed. In accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

Date: _____ REHS, South Central Public Health District



Surveyor's Narrative

THE PURPOSE OF THIS SURVEY IS TO LOCATE AND MONUMENT THE BOUNDARY OF THE PARCEL OF LAND FOR FINAL PLAT. THE WESTERN BOUNDARY WAS THE REESTABLISHMENT OF THE EASTERN BOUNDARY OF THE RIVERCREST APARTMENTS SUBDIVISION; THE SOUTHERN BOUNDARY WAS THE REESTABLISHMENT OF THE NORTHERN BOUNDARIES OF WESTPARK COMMERCIAL SUBDIVISIONS NO. 2 AND NO. 3; THE EASTERN AND NORTHERN BOUNDARY ARE THE WESTERN AND SOUTHERN BOUNDARIES OF CANYON CREST DRIVE AS DESCRIBED IN DEED INSTRUMENT NO. 2009-028403, TWIN FALLS COUNTY RECORDS. MONUMENTS THAT WERE FOUND AT THE BOUNDARY CORNERS, SECTION AND QUARTER CORNERS ARE OF RECORD PER PREVIOUS FINAL PLAT, RECORD OF SURVEYS AND/OR CORNER PERPETUATION AND FILING RECORDS REFERENCED HEREON.



Westpark Commercial Subdivision No. 11

A Planned Unit Development

Located In

A Portion of

SW4, Section 33

T. 9 S., R. 17 E., B.M.

Twin Falls County, Idaho

2019

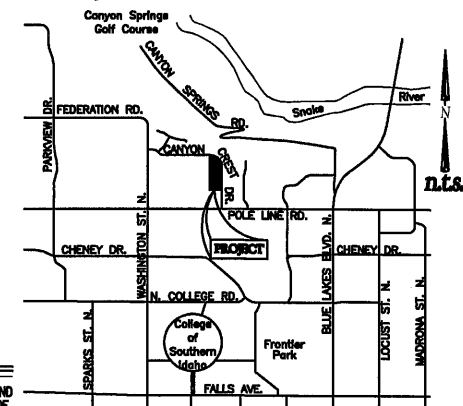
Legend

SUBDIVISION BOUNDARY LINE	_____
LOT LINE	_____
EASEMENT (AS NOTED)	_____
ROADWAY CENTERLINE	_____
SECTION LINE	_____
TIE LINE	_____
SET 5/8" x 24" REBAR & CAP (LS 10110)	●
SET 1/2" x 24" REBAR & CAP (LS 10110)	○
FOUND 5/8" REBAR - SET CAP (LS 10110)	○

Curve Data

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG.
C1	90°00'00"	218.00'	342.43'	308.30'	218.00'	S45°25'17"E

Vicinity Sketch



TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this 8th day of July, 2019, by and between **WESTPARK PARTNERS, an Idaho General Partnership**, (hereinafter "Trustor"); **TITLEFACT, INC.**, (hereinafter "Trustee"); and the **CITY OF TWIN FALLS, IDAHO** (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

WITNESSETH:

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

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

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

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

Lots 1 and 2, Block 1, **WESTPARK COMMERCIAL SUBDIVISION NO. 11**, 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 Lots 1 and 2, Block 1, **WESTPARK COMMERCIAL SUBDIVISION NO. 11** 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: _____

7/8/19

TRUSTOR:

WESTPARK PARTNERS, an Idaho General Partnership

BY: _____

David Shotwell, Managing Partner

Date: _____

TRUSTEE:

TITLEFACT, INC.

BY: _____

Richard B. Stivers, Chairman of the Board

Date: 7/8/2019

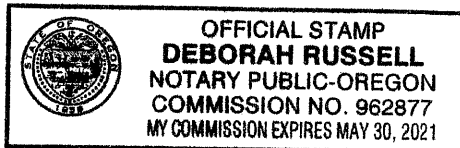
BENEFICIARY:
CITY OF TWIN FALLS, IDAHO

BY: _____

STATE OF IDAHO
County of Twin Falls

On this 8TH day of JULY, 2019, before me, a Notary Public, personally appeared David Shotwell, known or identified to me to be the Managing Partner or partners in **WESTPARK PARTNERS, an Idaho General Partnership**, and the partner who subscribed said partnership name to the foregoing instrument and acknowledged to me that he executed the same in said partnership name.

Deborah Russell
Notary Public for ~~Idaho~~ **OREGON**
Residing in **Josephine County**
Commission Expires **may 30, 2021**



STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2019, before me, the undersigned, Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ 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:
My Commission expires:

STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2019, 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, **WESTPARK COMMERCIAL SUBDIVISION NO. 11** 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 **WESTPARK COMMERCIAL SUBDIVISION NO. 11** as platted in the records of Twin Falls County, Idaho.

Dated this 8TH day of JULY, 2019.

WESTPARK PARTNERS, an Idaho General Partnership

BY: 

David Shotwell, Managing Partner

TITLEFACT, INC.

BY: _____

Richard B. Stivers, Chairman of the Board



Date: Monday, August 5, 2019
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to accept the Improvement Agreement for the purpose of developing Westpark Commercial Subdivision No. 11.

Time Estimate:

N/A

Background:

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

Approval Process:

N/A

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. Westpark #11 - 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 WESTPARK PARTNERS hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development WESTPARK COMMERCIAL SUBD. No 11.

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 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 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, pressure irrigation lines, storm drainage lines, sewer lines constructed under the terms of this Agreement in any public rights-of-way or easements and to provide water, sewer, and pressure irrigation service to the Developer's real property, subject to all ordinances, rules and regulations governing sewer, water service, and pressure irrigation. (3) To maintain non-pressure irrigation lines only where they cross City streets. (4) Storm water facilities will be maintained in an easement, if there exists a safety hazard the City has an entitlement to maintain. 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 minimum term length shall be two (2) years or until the bond is released by the City, whichever is later.

4. Bonding for Surety Company - The bond shall be with a surety company authorized to do business in the State of Idaho, acceptable to the City Council.
 5. The escrow agreement shall be drawn and furnished by the subdivider to the satisfaction of the City Council.
- b. Cash Deposit, Certified Check, Negotiable Bond, or Irrevocable Bank Letter of Credit.
1. Treasurer, Escrow Agent or Trust Company - A cash deposit or certified check shall be deposited into the City's development escrow account. After the improvements have been accepted, the funds will be returned. A negotiable bond or an irrevocable bank letter of credit, shall be held by the City until the improvements are accepted.
 2. Dollar Value - The dollar value of the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be equal to one hundred 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.
- c. Trust Agreements.
1. Per the terms of the trust agreement.
 2. Trust agreement must be approved by City Council.

III.

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

- a. Prepare a master utility plan showing the location of all existing and proposed utility lines to include but not be limited to sewer, water, gas, electricity, telephone, irrigation, pressure irrigation, and storm sewer.
- b. Prepare detailed plans and specifications for construction of all improvements required by this Agreement and shall include but not be limited to a complete set of construction plans, including profiles, cross-sections, specifications and other supporting data, for all required public streets, utilities and other facilities. Such construction plans shall be based on preliminary plans which have been approved with the preliminary plat, and shall be prepared in conjunction with the final plat. Construction plans are subject to approval by the responsible public agencies. All construction plans shall be prepared in accordance with the public agencies' standards and specifications. If improvements are not completed within two (2) years, the Developer shall provide an updated, current version of the updated plans and specifications to current city standards. The Developer may request an extension of the approvals previously given for another two (2) years.
- c. Engineer of record shall notify the City in writing of schedule before construction begins.
- d. Perform construction surveying, staking, testing, inspection and administer the construction of all facilities required by this contract.
- e. Submit all test reports, inspection reports, change orders and construction diaries to the City Engineer every week during the construction of the development or subdivision.
- f. 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.
- g. 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 Mylar sheets and an electronic media copy

of the plans in current ACAD using City standard format shall be provided within thirty (30) days after completion of the project.

- h. 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 confirmation testing for conformance with City standards, but it shall be the responsibility of Developer's Engineer or other certified individuals to provide all necessary quality control and required testing during construction. All tests shall be taken at a frequency based upon Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings.

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

IV.

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X

Developer agrees to request in writing that the Developer's Engineers make the inspections required herein and the Developer or his Contractors shall not proceed with the next construction phase until the required inspection is complete and the work has been accepted by the Developer's Engineer, the City Engineer or the Engineer's authorized inspector. All such inspections shall be scheduled in accordance with Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the 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. The Developer shall submit a Right-of-Way permit and Traffic Control Plan to be approved by the City of Twin Falls prior to any road or sidewalk closures.

XI.

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 three feet (33') wide with an eight inch (8") gravel course and two and a half inch (2.5") asphaltic concrete surface course on all public street rights-of-way serving residential use property.
- (3) Residential, private streets, and service roads, private parking and maneuvering will be equal to or greater than the residential street sections as specified in the City of Twin Falls revisions to ISPWC.
- (4) A standard collector street forty eight feet (48'), wide per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings, 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) Arterial typical sections will be designed by the developer's Engineer and approved by the City Engineer.
- (6) A sidewalk, per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings, is required on all public pedestrian rights-of-way. Four foot (4') sidewalks, by special permission of the City Engineer, are allowed by ISPWC and the City of Twin Falls Revisions to the Specifications and Standard Drawings for minor residential streets under certain conditions.
- (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A portion of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to arterial and collector streets as Right-of-Way. Within that Right-of-Way the developer shall install a five feet (5') landscape strip with a sprinkler system to the City of Twin Falls Parks and Recreation standards and shall also

install a six foot (6') sidewalk. The landscaping will be maintained by the city and funded through a fee added to the utility bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. TFCC §10-12-4.2(O).

- (8) 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 per ISPWC and the City of Twin Falls revisions thereto

WATER SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-8-3, 7-8-10 and 10-12-4.2 water line and fittings eight inch (8") minimum diameter that will transport a flow of water, which will satisfy fire, domestic, other water demands of the development, based upon the City water pipe sizing plan and computer water model. Water line extension shall include connection from the existing City Water System to each building site and fire hydrants and then loop back to the City System in a manner that will provide a properly functioning system approved by the City Engineer, Water Superintendent and Fire 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. Any water main connections closer than 150' to each other will not be considered looped without prior City approval. 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 shall comply with the minimum standards set by the Fire Rating Bureau, American Water Works Association, and the International Fire Code. The maximum length of dead end fire lines shall be one hundred and fifty feet (150'). Fire hydrants are required in all developments.
- (5) One water service line shall be constructed to each building site at the time the water mains are installed. The design shall minimize the length of the service line and shall terminate at the Right-of-Way. Service taps are not allowed in intersections.

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

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

- (6) One water service line tap, meter box, and service line shall be constructed for each building connected to the City water system. Multi-units less than three may be approved for additional service lines. It is understood and agreed that the City will make all service line taps on live lines, and that the

fee paid by the developer for a Water Connection Permit will reimburse the City for such work. All other work to be completed by the Developer.

- (7) It is further understood and agreed that the City will make all connections to the existing water system. The developer will disinfect the water system and submit testing results to the City prior to making the system live.
- (8) All water valves shall be provided with a gravel access 12" thick where no public roadway currently exists.

(b) City Costs

- (1) None.

(c) Required Inspections

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

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 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 (4") high.
- (5) All manholes shall be provided with a gravel access 12" thick where no public roadway currently exists.

(b) City Costs

(1) None.

(c) Required Inspections and Testing

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

STORM DRAINAGE SYSTEM

(a) Required Improvements

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

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

(3) If storm run-off cannot be conveyed without causing damage to public or private property or without being an unreasonable inconvenience or hazard to a private individual, a group of individuals, or the general public, the storm drain shall be piped to the retention facility.

(4) All retention areas are to be on private property or tracts.

(b) City Costs

(1) None.

(c) Required Inspections and Testing

(1) The City will inspect all dry wells for geometry and materials. With prior written approval from the City Engineer other individuals may be authorized to inspect the work. Rock will be submitted for approval prior to placement in dry wells. A request for inspection shall be called in, forty eight (48) hours in advance or two (2) working days whichever is greater.

GRAVITY IRRIGATION SYSTEM

(a) Required Improvements

(1) Any pipe, boxes or other appurtenances necessary to convey all irrigation water in underground pipe across the development and any adjacent public

property. Irrigation facilities outside an established City irrigation district shall be constructed in an 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. Fences will not be located on top of irrigation facilities.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

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

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 ZDA, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or ZDA. One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be transferred to the City of Twin Falls before the filing of the final plat for use in the City's pressurized irrigation system.
- (2) Pressure irrigation water mains and fittings shall be six inch (6") minimum diameter or larger irrigation pipe 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 or found in the current Pressurized Irrigation master plan.
- (3) Pressure irrigation lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the

City Pressure Irrigation water distribution network in accordance with existing sizing guidelines.

- (4) Pressurized irrigation valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to 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. The design shall minimize the length of the service line and shall terminate at the Right-of-Way. Service taps will not be allowed in intersection. 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, enclosures, delivery system to the station from the TFCC head gate and away from the station on the historical path, storage, Supervisory Control and Data Acquisition (SCADA) system, and power to the station.
 - (6) All pressure irrigation system plans must be prepared by the Developer's engineer and shall be according to the Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings.
 - (7) The Pressure Irrigation System shall be located within easements, right-of-ways and/or property deeded to the City of Twin Falls.
 - (8) Private Pressure Irrigation Systems shall be located outside City Right-of-Way and within easements. No Public infrastructure will be associated with a private Pressure Irrigation System.
- (b) City Cost.
 - (1) None
 - (c) Required Inspections and Testing

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

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 IN ACCORDANCE WITH THE APPROVED
PLANS ON FILE WITH THE CITY OF TWIN FALLS
ENGINEERING DEPARTMENT.

b) City Costs

- (1) None.

XIII.

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

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

XIV.

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

XV.

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

Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer

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

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

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

Notary Public for Idaho
Residing

CORPORATION

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

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

person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

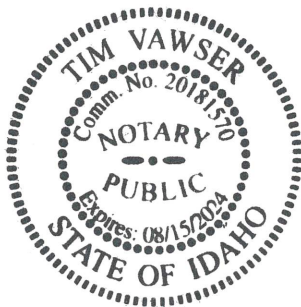
Notary Public for Idaho
Residing _____

PARTNERSHIP

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

On this 5TH day of JULY, 2019, before me, the undersigned, a Notary Public for Idaho, personally appeared GERALD MARTENS, known or identified to me (or proved to me on the oath of _____) to be one of the partners in the partnership of WESTPARK PARTNERS, 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 KIMBERLY, 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:

WESTPARK COMMERCIAL SUBD. No. 11

The Agreement imposes certain obligations upon the developer for the development of the subject property, and upon the developer's heirs, successors in interest and lawful assigns. Details of the conditions and obligations may be found by examining or photocopying the Agreement at the Office of the City Engineer, 203 Main Ave E, Twin Falls, Idaho 83301.

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

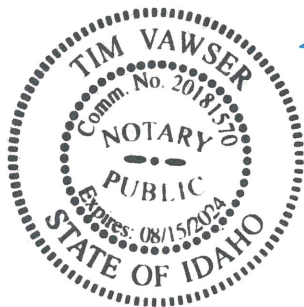
Developer

[Handwritten Signature]

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

On this 5TH day of JULY, 20 19, 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.



[Handwritten Signature]

Notary Public for Idaho

Residing KIMBERLY, IDAHO



Date: Monday, August 5, 2019
To: Planning and Zoning Commission
From: Planning & Zoning Department

ACTION ITEM

Request:

ACTION ITEM: Request to approve the Final Plat for the Fieldwood Professional Subdivision, located at the 1000 Block of Cheney Drive West, on behalf of Brad Wills c/o EHM Engineers, Inc. (PZ19-0099)

Time Estimate:

N/A

Background:

This is a request for approval of the Final Plat for Fieldwood Subdivision a re-plat of Fieldstone Professional Subdivision a PUD. It consists of 14 lots. City Council approved the Park in Lieu request on April 1st.

This plat complies with the standards as set forth in the City's General Subdivision Provision of Title 10, Chapter 12, Section 3, all regulations regarding R-4 zoning development standards, and the 2016 comprehensive plan. All general criteria for approval have been met, per State Statute 50-13

The Planning & Zoning Commission unanimously approved the Preliminary plat on April 23rd, 2019 after two motions were made to add conditions #2 and #3. Since the approval of the Preliminary Plat, the applicant has fulfilled the Added Condition #3. Due to this completion, Condition #3 from the Planning and Zoning Commission is no longer needed and has not been included in the conclusion of this report.

Only after a final plat has been approved by the City Council and construction plans approved, may the plat be recorded and lots sold for development.

Approval Process:

As per Twin Falls City Code 10-12-2.3: The Commission may approve, conditionally approve, deny or table for additional information when acting on the preliminary plat. If tabled, approval or denial shall occur at the regular meeting following the meeting at which the plat is first considered by the Commission. The action and the reasons for such action shall be stated in writing by the Administrator and forwarded to the applicant. The administrator shall also forward a statement of the action taken and the reasons for such action together with a copy of the approved preliminary plat to the Council for its information and record.

A final plat, that is in conformance with the approved preliminary plat and including any conditions the Commission may have required, is then presented to the City Council. Only after a final plat has been approved by the City Council and construction plans approved, may the plat be recorded and lots sold for development.

Budget Impact:

NA

Regulatory Impact:

If approved, this area will be eligible for an increased number of buildings to be constructed on the property. Currently, there are five (5) lots eligible to contain one (1) building each. With this subdivision there will be fourteen (14) lots eligible to contain one (1) building each.

History:

There have been several plats of this property, most recently in 2015. Fieldstone Professional Subdivision in conjunction with the PUD #271 modified the western half of the original Fieldstone Subdivision. That original subdivision was platted as single family homes with the layout similar to what is constructed on the eastern half. Over the course of a few years the owner has applied for various changes to the zoning/layout of the property through PUD amendments and the Platting Process.

Analysis:

NA

Conclusion:

Staff has determined the Final Plat to be in substantial conformance with the approved Preliminary Plat.

Therefore, Staff recommends the Council approve this request as presented, subject to the following conditions:

1. Subject to final technical review and amendments as required by building, engineering, fire, and zoning officials to ensure compliance with all applicable city code requirements and standards.
2. Subject to the Cul-de-sac of River Mist Path being completed according to city code, before any building permit is issued.

Attachments:

1. PZ-19-0035 Prelim Plat Staff Report
2. 1 - Vicinity
3. 2 - Final Plat
4. 3 - Photos
5. Fieldstone Professional PUD (#271 recorded 02-10-15)
6. 04-23-19 minutes



Comprehensive Staff Report

To: Planning & Zoning Commission
 Presenter: Steve O'Connor, City Planner
Request: To Consider a Preliminary Plat for Fieldwood Subdivision
 Application: PZ19-0035
 Applicant:
 Wills, Inc
 c/o EHM Engineers, Inc
 Tim Vawser
 621 North College Rd. Ste. 100
 Twin Falls, ID 83301
tvawser@ehminc.com
 208.734.4888

Public Meeting: Tuesday, April 23rd, 2019

Analysis

This is a request for approval of the Preliminary Plat for Fieldwood Subdivision a re-plat of Fieldstone Professional Subdivision a PUD. It consists of 14 lots. City Council approved the Park in Lieu request on April 1st.

This preliminary plat complies with the standards as set forth in the City's General Subdivision Provision of Title 10, Chapter 12, Section 3, all regulations regarding R-4 zoning development standards, and the 2016 comprehensive plan. All general criteria for approval have been met, per State Statute 50-13.

Approval of a preliminary plat does not constitute a commitment by the City to provide water or waste water services. The plat indicates that each lot will be connected to City of Twin Falls water and sewer systems. A guarantee of services comes when the City Engineer signs a will-serve letter after final and construction plans are reviewed

A final plat, that is in conformance with the approved preliminary plat and including any conditions the Commission may have required, is then presented to the City Council. Only after a final plat has been approved by

the City Council and construction plans approved, may the plat be recorded and lots sold for development.

Approval Process

As per Twin Falls City Code 10-12-2.3: The Commission may approve, conditionally approve, deny or table for additional information when acting on the preliminary plat. If tabled, approval or denial shall occur at the regular meeting following the meeting at which the plat is first considered by the Commission. The action and the reasons for such action shall be stated in writing by the Administrator and forwarded to the applicant. The administrator shall also forward a statement of the action taken and the reasons for such action together with a copy of the approved preliminary plat to the Council for its information and record.

History

There have been several plats of this property, most recently in 2015 Fieldstone Professional Subdivision a PUD # 271.

Comprehensive Plan Compliance

The 2016 Comprehensive Plan "Grow With Us" designates this area as "Town Neighborhood" Therefore staff has

determined this request complies with the 2016 comprehensive plan.

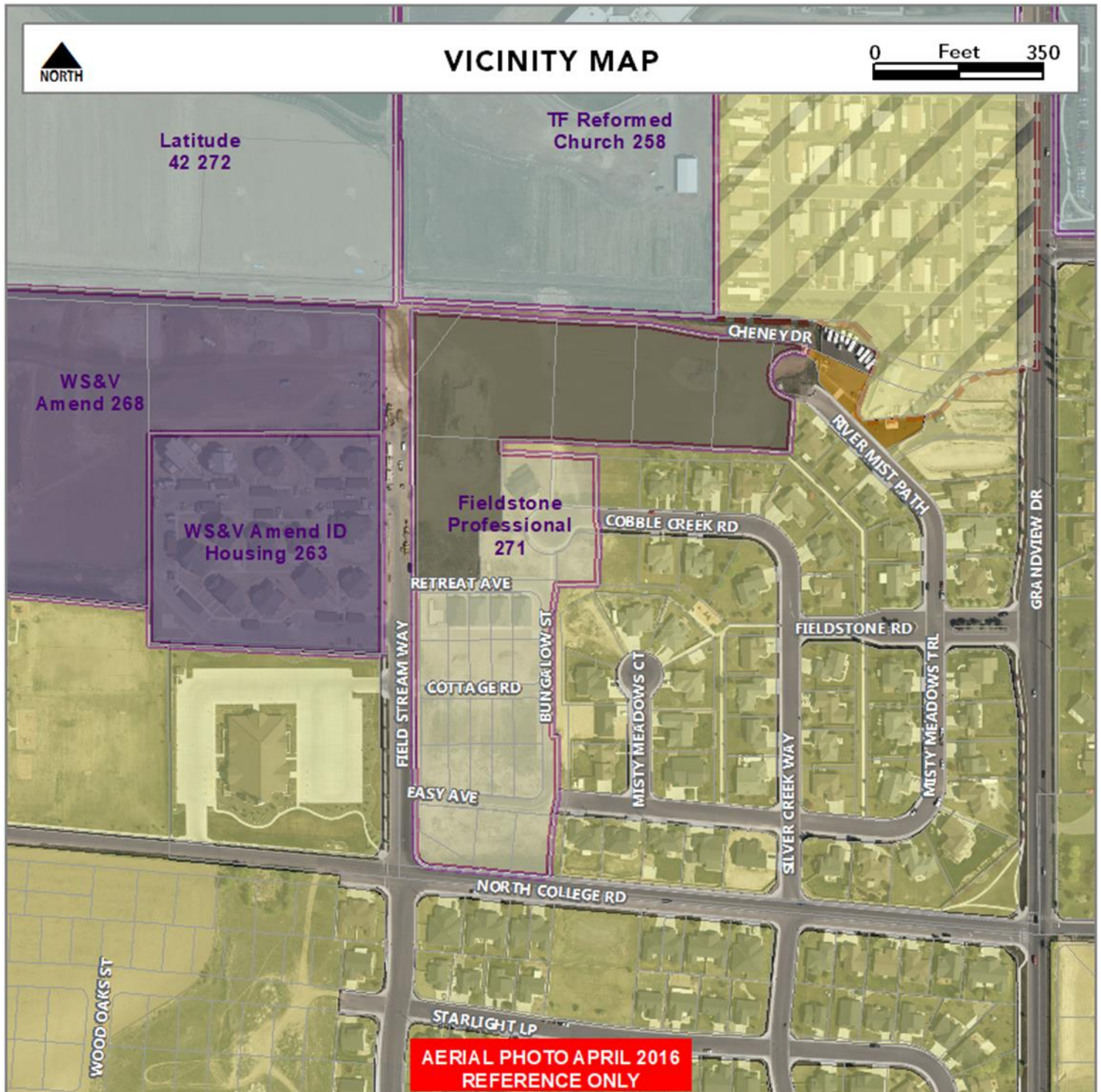
Conclusion

Should the Commission approve this request as presented, staff recommends approval be subject to the following conditions:

1. Subject to final technical review and amendments as required by building, engineering, fire, and zoning officials to ensure compliance with all applicable city code requirements and standards.

Attachments

1. Vicinity Map
2. Fieldwood Preliminary Plat
3. Photos



- | | | | |
|--|-----|--|-----|
| | PRO | | R-2 |
| | PUD | | R-4 |
| | C-1 | | R-6 |
| | AOI | | |

Current Zoning: R-2 PRO PUD

Comprehensive Plan: Town Neighborhood

Existing Land Use: Vacant

Proposed Land Use: Residential & Professional Office

Surrounding Zoning Designations & Land Use(s)

North: Cheney Dr. W.; R-2 AOI & C-1 PUD; West: Fieldstream Way; R-6 PUD; Residential & Religious Facility

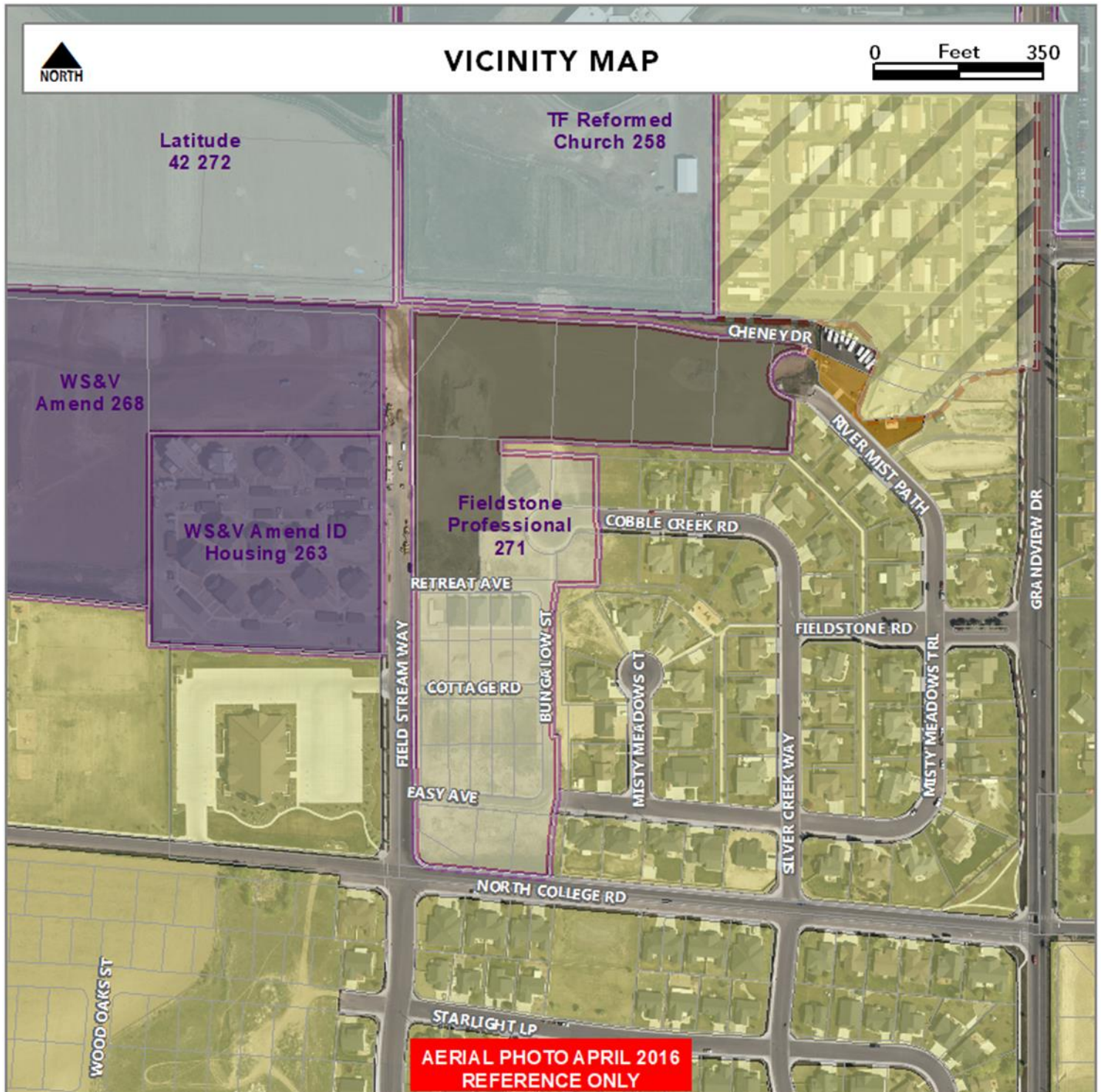
South: R-2; Residential

Multi Family

East: R-2: Residential

Applicable Regulations

10-1-4, 10-1-5, 10-11, 10-12, Fieldstone PUD #271



- | | | | |
|--|-----|--|-----|
| | PRO | | R-2 |
| | PUD | | R-4 |
| | C-1 | | R-6 |
| | AOI | | |

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South: R-2; Residential

West: Fieldstream Way; R-6 PUD; Multi Family

East: R-2: Residential

Applicable Regulations

10-1-4, 10-1-5, 10-11, 10-12, Fieldstone PUD #271

Monument Certification

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

FIELDWOOD SUBDIVISION, A PUD
A Planned Unit Development
A Re-Subdivision and Re-Numbering of
Lots 1 through 5, Block 1
Fieldstone Professional Subdivision, a PUD
Located In
SE 4 NE 4, Section 6
Township 10 South, Range 17 East Boise
Meridian
Twin Falls County, Idaho
2019

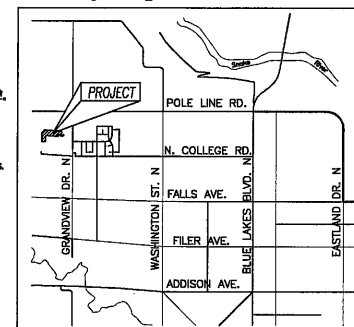


0 30 60 120
SCALE IN FEET

Legend

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

Vicinity Map:



Survey References

1. LATITUDE 42 SUBDIVISION NO. 1 #2016-006743
2. FIELDSTONE PROFESSIONAL SUBDIVISION #2015-007506
3. WS&V SUBDIVISION FIRST AMENDED #2012-021257
4. XAVIER SUBDIVISION #2009-018867
5. WS&V SUBDIVISION #2009-005331
6. #2008-021420
7. #2006-032387
8. #2006-022794
9. #2005-004772
10. #2004-027816
11. FIELDSTONE SUBDIVISION #2004-026186
12. #2003-029880
13. #2003-024609
14. #1996-019568
15. #856044

Easement Key

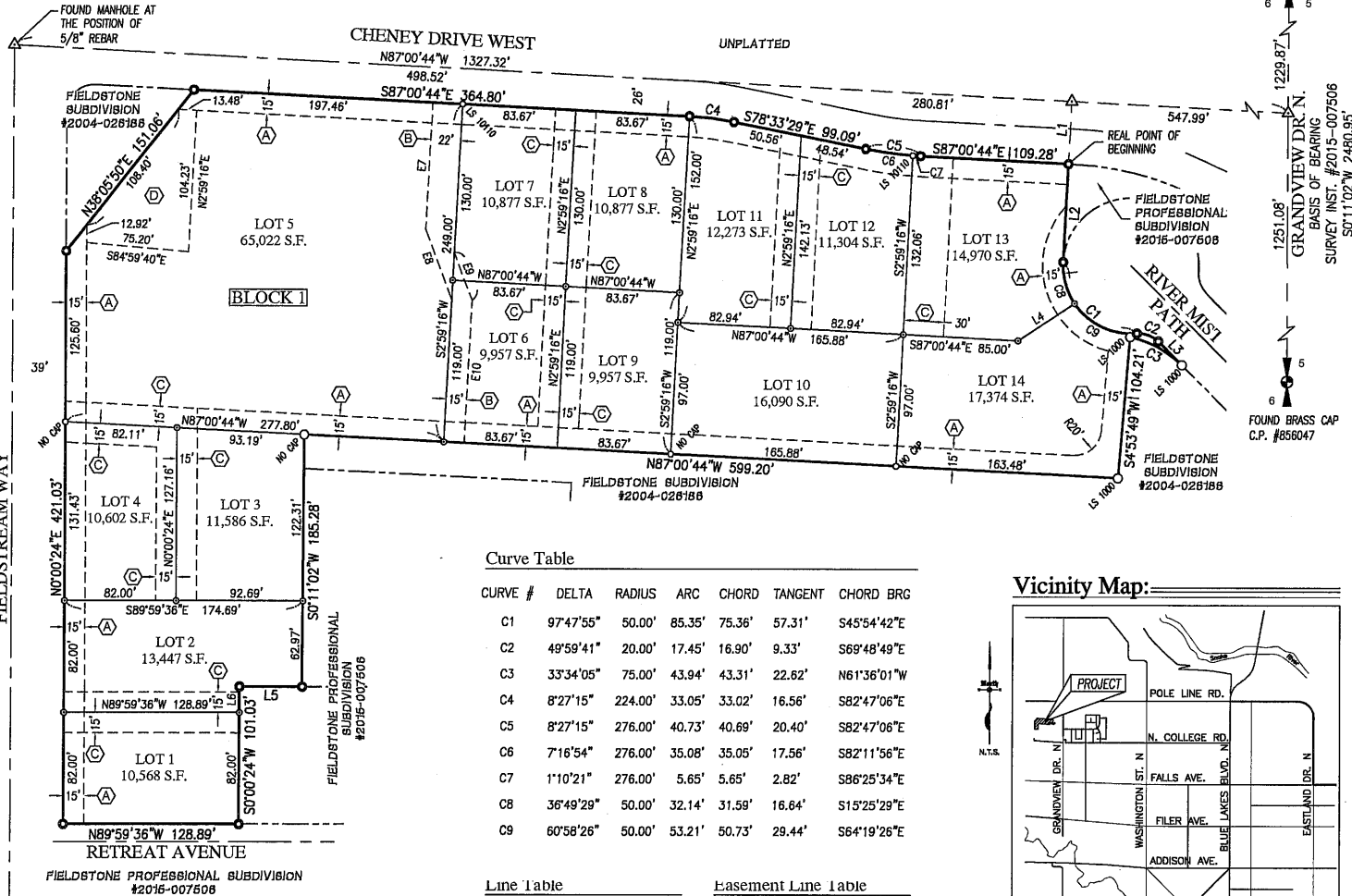
- (A) UTILITY EASEMENT
- (B) UTILITY & IRRIGATION EASEMENT
- (C) UTILITY & ACCESS EASEMENT
- (D) STORM WATER RETENTION EASEMENT



V 495-18 FP
SHEET 1 OF 3

WS&V SUBDIVISION FIRST AMENDED
#2012-021257

FIELDSTREAM WAY



Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	97°47'55"	50.00'	85.35'	75.36'	57.31'	S45°54'42"E
C2	49°59'41"	20.00'	17.45'	16.90'	9.33'	S69°48'49"E
C3	33°34'05"	75.00'	43.94'	43.31'	22.62'	N61°36'01"W
C4	8°27'15"	224.00'	33.05'	33.02'	16.56'	S82°47'06"E
C5	8°27'15"	276.00'	40.73'	40.69'	20.40'	S82°47'06"E
C6	7°16'54"	276.00'	35.08'	35.05'	17.56'	S82°11'56"E
C7	1°10'21"	276.00'	5.65'	5.65'	2.82'	S86°25'34"E
C8	36°49'29"	50.00'	32.14'	31.59'	16.64'	S15°25'29"E
C9	60°58'26"	50.00'	53.21'	50.73'	29.44'	S64°19'26"E

Line Table

LINE #	BEARING	DISTANCE
L1	S2°59'16"W	46.00'
L2	S2°59'16"W	72.39'
L3	S44°48'58"E	24.58'
L4	N56°22'46"E	49.71'
L5	N89°59'36"W	45.61'
L6	S0°00'24"W	19.04'

Easement Line Table

LINE E#	BEARING	DISTANCE
E7	S2°59'16"W	93.26'
E8	N20°27'04"W	55.31'
E9	S20°27'04"E	37.71'
E10	N2°59'16"E	105.00'

Health Certificate

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

DISTRICT HEALTH DEPARTMENT, EHS

DATE:



EHM Engineers, Inc.



NE Corner Looking W



SW Corner Looking N

PUD-271

FIELDSTONE PROFESSIONAL P.U.D.
R-4 & R-4 PRO Planned Unit Development Agreement

THIS AGREEMENT, made and entered into this 9 day of FEB., 2015 by and between the CITY OF TWIN FALLS, a municipal corporation, State of Idaho (hereinafter called "City") and Wills Inc. (hereinafter called "Developer"), whose address is 222 W Shoshone Street West, Twin Falls, Idaho 83301.

RECITALS

WHEREAS, Developer is the owner of the certain tract of land in the City of Twin Falls, State of Idaho more particularly described in **Exhibit "A"**, attached hereto, (the "Property") which property is located at the northeast corner of the intersection of North College Road and Field Stream Way.

WHEREAS, Developer intends to develop and/or sell all portions of the property from time to time; and

WHEREAS, Developer has made request of the City to develop a mixed use professional office and residential development (the "Project") on the property and has submitted to the City a Master Development Plan (**Exhibit "B"**) thereof which has been approved for development as "R-4 PRO PUD" by the City Council of the City ; and subject to the following conditions:

RECEIVED
FEB 09 2015
CITY OF TWIN FALLS
BUILDING DEPT.

WHEREAS, City, by and through its City Council on January 23, 2012 has agreed to the development of said land within the City of Twin Falls, Idaho, subject to certain terms, conditions, and understandings, which terms, conditions, and understandings are the subject of this Agreement and area as follows:

1. Subject to the designation of the property as an R-4 and R-4 PRO PUD with the single-family and duplex areas being R-4 and the professional use area being R-4 PRO PUD. Assure Uses comply with the R-4 and Professional Overlay zones.
2. Subject to the property being replatted and recorded prior to any building permits being issued.
3. Subject to compliance in the cottage-style residential area with the following recommendations of the Fire Marshall:
 - a. addresses need to be posted in the alleys.
 - b. access roads (alleys) with hydrants shall be a minimum of 26 feet total width. (IFC, D103.1)
 - c. no on-street parking in alleys and alley marked with approved "no parking" signs.
 - d. rear, unobstructed access into the dwellings is maintained (not through the garage or through fences or gates), or as approved by the Fire Marshall.
 - e. no overhead utilities in the alley (power lines, phone lines, etc.).
 - f. hydrants are installed on the ends of each alley.
4. Subject to final approval and recordation of the PUD Agreement.
5. Subject to site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.

COVENANTS

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

TWIN FALLS COUNTY
Recorded for:
TWIN FALLS, CITY OF
2:16:16 PM 02-10-2015
2015-001910
No. Pages:24 Fee: \$
KRISTINA GLASCOCK
County Clerk
RECEIVED

I. NATURE OF THE AGREEMENT. This Agreement shall become part of the "R-4 PRO PUD" zone with respect to the "Project" upon its full execution and recording. Developer and its assigns or successors in interest, as well as City and its assigns or successors, if any, shall be bound by the terms and conditions contained herein.

II. NATURE OF THE DEVELOPMENT. It is agreed by the parties hereto that certain language and requirements pertaining to the "Project" shall be interpreted as follows:

a. Uses: As Per "Exhibit C"

i. The uses shall be limited to those allowed in the R-4 & R-4 PRO (PUD) zones (Code Sections 10-4-5.2 & 10-4-18.2), attached hereto as "Exhibit C".

b. Lot Area: As Per "Exhibit C"

c. Lot Occupancy: As Per "Exhibit C"

d. Building Size: As Per "Exhibit C"

e. Building Height: As Per "Exhibit C"

f. Hours of Operation: As Per "Exhibit C"

g. Phasing of Development:

The Developer may install the Improvements at one time, or in phases, as the Developer shall determine at its sole discretion. Developer shall provide the City with written notification of the timing and scope of the phase, or phases, of said Improvements it intends to complete at that time. Developer agrees to make modifications to construction any temporary facilities necessitated by such phased construction work as shall be reasonably required and approved by the City.

III. STREET, SEWER, WATER, AND DRAINAGE IMPROVEMENTS

Developer, or their designee by appropriate agreement shall be responsible for the design and construction of street, sewer, water, and drainage systems on the Property and adjacent right-of-ways (hereinafter called "Improvements") as described herein in accordance with City Standards.

a. Improvement Plans. Developer shall file or cause to be filed with the City a complete set of plans showing all improvements contemplated. The Improvement Plans and all improvements shall thereon meet the approval of the City, which approval shall be given if such plans conform to established City requirements, the Master Development Plan, and this PUD Agreement.

b. Improvement Design and Construction. Developer, at its expense, shall cause all Improvements shown on the Improvement Plan to be designed, constructed, and installed consistent with the approved Improvement Plans except as otherwise provided herein. Notwithstanding the foregoing, nothing in this Agreement shall prohibit City, State, or Federal participation in the cost or financing of Improvements on the Property if mutually agreed by the parties hereto.

- c. Phased Construction. The Developer may install the Improvements at one time, or in phases, as the Developer shall determine at its sole discretion. Developer shall provide the City with written notification of the timing and scope of the phase, or phases, of said Improvements it intends to complete at that time. Developer agrees to make modifications to construction any temporary facilities necessitated by such phased construction work as shall be reasonably required and approved by the City. There shall be no maximum or minimum limit of time between the occurrences of phases.
- d. Non-Compliance. In the event any of the Improvements are not consistent with the Improvement Plans, the City shall give written notice to the Developer of said non-compliance. Developer shall cure said non-compliance within thirty days of its receipt of notice, or in the case of non-compliance that will require in excess of thirty days to cure, Developer shall commence to cure within thirty days of receipt of notice and diligently pursue the same to completion. In the event Developer fails to cure said non-compliance in the manner set forth hereinabove, the City shall have the right to withhold issuance of any future building permits and certificates of occupancy within only that phase of such "PUD" until such time as requirements specified in this Section 3 have been complied with; PROVIDED HOWEVER, Developer shall have the right to appear before the City Council at any regular meeting after any building permits and certificates of occupancy shall have been withheld for reasons set forth in this paragraph and shall have the right to be heard as to why such building permits and certificates should be issued. The City Council shall then, in good faith and in an objective manner, decide whether said building permits and certificates of occupancy should be issued, and its decision shall be final, except that the right of the parties are preserved at law and equity.
- e. Fees. Developer shall pay, or cause to be paid, to the City all applicable fees, if any, with regard to the installation of Improvements pursuant to the Improvement Plans. However, City water and sewer connection and service charges shall be paid for by individual developers and users at the rates set by applicable City ordinances and resolutions.
- f. Maintenance of Improvements. City hereby agrees to accept maintenance responsibility for all public improvements upon their completion to City Standards in accordance with current City policy.

IV. PLATS.

- a. Developer agrees to file with City preliminary plat and final plats prepared by a registered professional engineer, of the real property, which is the subject of this agreement. Preliminary and final plats shall be submitted specifically identifying and dedicating all necessary public easements and those rights-of-ways the City agrees to accept herein and in the Standard Developer's Agreement. It is agreed that said plats and any amendments thereto must first be approved by the City.

V. PARCEL DEVELOPMENT CRITERIA. As Per "Exhibit C"

The Property or any portion thereof shall be developed in accordance with the criteria set forth in this Section V, As Per "Exhibit C".

- a. Approval and Construction. All Improvements shall be constructed in accordance with engineered drawings and specifications, describing in reasonable detail the work to be performed, with drawings and specifications to first be approved by City, which approval shall not be unreasonably withheld.
- b. Landscaping and Planting. As Per "Exhibit C"
- c. Landscaping Plan. As Per "Exhibit C"
- d. Building Standards. As Per "Exhibit C" Buildings and Improvements shall comply with the following standards.
 - i. Architectural Standards. As Per "Exhibit C"
 - ii. Outside Storage/Loading Docks. As Per "Exhibit C"
 - iii. Utilities. All on site utility service lines located within a parcel shall be placed underground. Any transformer or terminal equipment provided within or immediately adjacent to the parcel shall be visibly screened from the view from streets, with screening material such as landscaping or other approved material.
 - iv. Sign Plan. All signage must conform to the City of Twin Falls Sign Regulations Ordinance subject to the following:

1. Building Signs, As Per "Exhibit C"

VI. STANDARD DEVELOPER'S AGREEMENT.

It is understood and agreed by the parties hereto that Developer shall execute the City's Standard Developer's Agreement.

VII. GENERAL PROVISIONS.

- A. Cooperation. The parties hereto agree to cooperate with each other. Developer shall submit to the City all plans, specifications, and working drawings required by the City.
- B. Entire Agreement. This agreement constitutes the entire agreement between the parties concerning the Property and Improvements described herein, and no amendment or modification to this Agreement shall be valid or effective unless reduced to writing and signed by the parties.
- C. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- D. Notices. If notices from one party to the other are desired or required hereunder, such notices shall be delivered or mailed to the party to receive such at its address last known to the sender of such notice. Notices shall be deemed received on the date of hand delivery or upon seventy-two (72) hours following deposit in the United States mail, if properly addressed, stamped, and sent with "return receipt requested".

- E. Successors and Assigns. This Agreement shall be binding upon the successors, assigns, and legal representatives of the parties hereto. Transfer of all or a portion of the Property shall create a notation releasing the transferor from obligations under this Agreement with respect to said transferred property.
- F. Severability. In the event any portion of this Agreement is declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining portions thereof shall not be affected.
- G. Signatories. Each of the persons executing this Agreement hereby warrants that he or she is duly authorized and empowered to so act on behalf of the entity for which he or she is signing, and that this Agreement is binding on, and enforceable against, such entity.
- H. Effective Date. This Agreement shall become valid and binding upon its approval by the City, through its City Council, and upon its execution by the Mayor and the Developer.
- I. Attorney Fees. In the event that either party should be required to retain an attorney to institute litigation because of the default or breach of the other, or to pursue any remedy provided by law, the party which prevails, shall be entitled to a reasonable attorney's fee.
- J. Construction. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a contract is to be construed more strictly against the person who himself, or through his agents, prepared the same, it being acknowledged that both parties have participated in the preparation hereof.
- K. Attachment. All attachments to this Agreement and recitals are incorporated herein and made a part thereof as if set forth in full.
- L. Captions. The captions, sections and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and shall in no way affect interpretation of this Agreement.

IN WITNESS WHEREOF, the City has affixed its seal and caused these presents to be executed by its Mayor on the date above written.

CITY OF TWIN FALLS

By:
Mayor

DEVELOPER
WILLS INC.
By:

Bradford J. Wills - President

ACKNOWLEDGMENTS

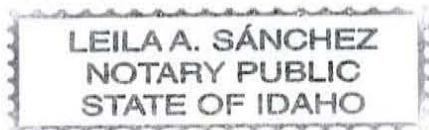
State of Idaho)
) ss.

County of Twin Falls)

On this 9th day of February, 2015 before me, the undersigned, a notary public in and for said State and County, personally appeared Don Hall known to me to be the Mayor of Twin Falls, the municipal corporation that executed the within and foregoing instrument, and acknowledged to me that such municipal 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.

Leila A. Sanchez
 Notary Public For Idaho



Residing At: Twin Falls

My Commission Expires: 5-18-2018

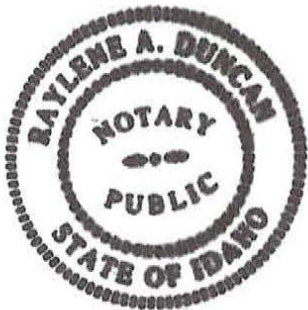
ACKNOWLEDGMENTS

State of Idaho)
)ss.

County of Twin Falls)

On this 9th day of FEB, 2015, before me, the undersigned, a notary public in and for said State and County, personally appeared BOADFORD J. WILLS known to me to be the PRESIDENT of corporation that executed the foregoing instrument, or the persons who executed the foregoing 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.



[Signature]
Notary Public For Idaho

Residing At: Twin Falls, Idaho

My Commission Expires: 10/10/19

EXHIBIT "A"

Fieldstone Rezone Description

A portion of "Fieldstone Subdivision", located in the SE⁴NE⁴, Section 6, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho; being more particularly described as follows:

Commencing at the Northwest corner of "Fieldstone Subdivision" and being the REAL POINT OF BEGINNING.

Thence South 87°00'44" East 948.79 feet along the Northerly boundary of said subdivision.

Thence South 43°23'17" East 52.80 feet along the boundary of said subdivision.

Thence South 25°20'12" East 23.89 feet along said boundary.

Thence South 04°01'14" West 19.14 feet along said boundary.

Thence South 20°15'57" West 21.03 feet along said boundary.

Thence South 23°32'34" West 81.56 feet along said boundary.

Thence South 02°57'54" West 18.41 feet along said boundary.

Thence South 41°32'16" East 13.02 feet along said boundary.

Thence South 79°33'00" East 10.17 feet along said boundary.

Thence North 86°50'49" East 68.01 feet along said boundary.

Thence North 84°19'44" East 56.97 feet along said boundary.

Thence South 13°23'16" West 35.98 feet along said boundary.

Thence South 62°27'52" West 84.00 feet along said boundary.

Thence North 44°48'58" West 166.52 feet along the Northeasterly Right of Way boundary of River Mist Path.

Thence South 45°11'02" West 50.00 feet.

Thence along a curve left on the Southerly Right of Way boundary of River Mist Path
 $\Delta - 33^{\circ}34'05''$
 $R - 75.00'$
 $A - 43.94'$
 $C - 43.31'$
 $LCB - \text{North } 61^{\circ}36'01'' \text{ West}$

Thence South $04^{\circ}53'49''$ West 104.21 feet along the Easterly boundary of Lot 6, Block 2, of said subdivision.

Thence North $87^{\circ}00'44''$ West 599.20 feet along the Northerly boundary of Track K of said subdivision.

Thence South $00^{\circ}11'02''$ West 25.03 feet along the Easterly Right of Way boundary of River Mist Path.

Thence South $87^{\circ}00'44''$ East 105.00 feet along the boundary of Track K.

Thence South $02^{\circ}59'16''$ West 105.00 feet along the Easterly boundary of Lot 13, Block 2 to the Southeast corner thereof.

Thence South $21^{\circ}19'37''$ East 54.87 feet to the Northeast corner of Lot 10, Block 5.

Thence South $02^{\circ}59'16''$ West 105.00 feet to the Southeast corner of said Lot 10.

Thence South $07^{\circ}01'39''$ West 81.57 feet along the Easterly boundary of Lot 11, Block 5 to the Southeast corner thereof.

Thence South $00^{\circ}11'02''$ West 240.00 feet along the Westerly boundary of Tract J.

Thence South $89^{\circ}48'58''$ East 12.00 feet along the boundary of Tract J.

Thence South $00^{\circ}11'02''$ West 113.00 feet along the boundary of Tract J.

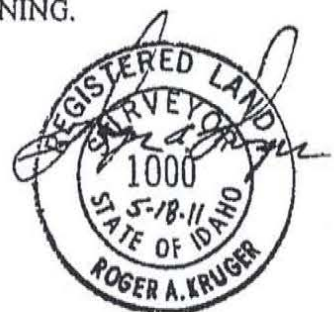
Thence South $13^{\circ}18'03''$ West 50.47 feet to the Northeast corner of Lot 9, Block 6.

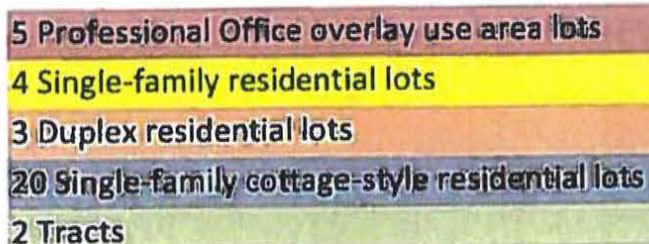
Thence South $05^{\circ}29'23''$ West 142.00 feet along the East boundary of said Lot 9 extended to a point on the Southerly boundary of "Fieldstone Subdivision".

Thence North $84^{\circ}30'37''$ West 305.05 feet along the Southerly boundary of "Fieldstone Subdivision: to the Southwest corner thereof.

Thence North $00^{\circ}00'24''$ East 1173.15 feet to the REAL POINT OF BEGINNING.

Containing approximately 12.54 acres.





ZONING MAP

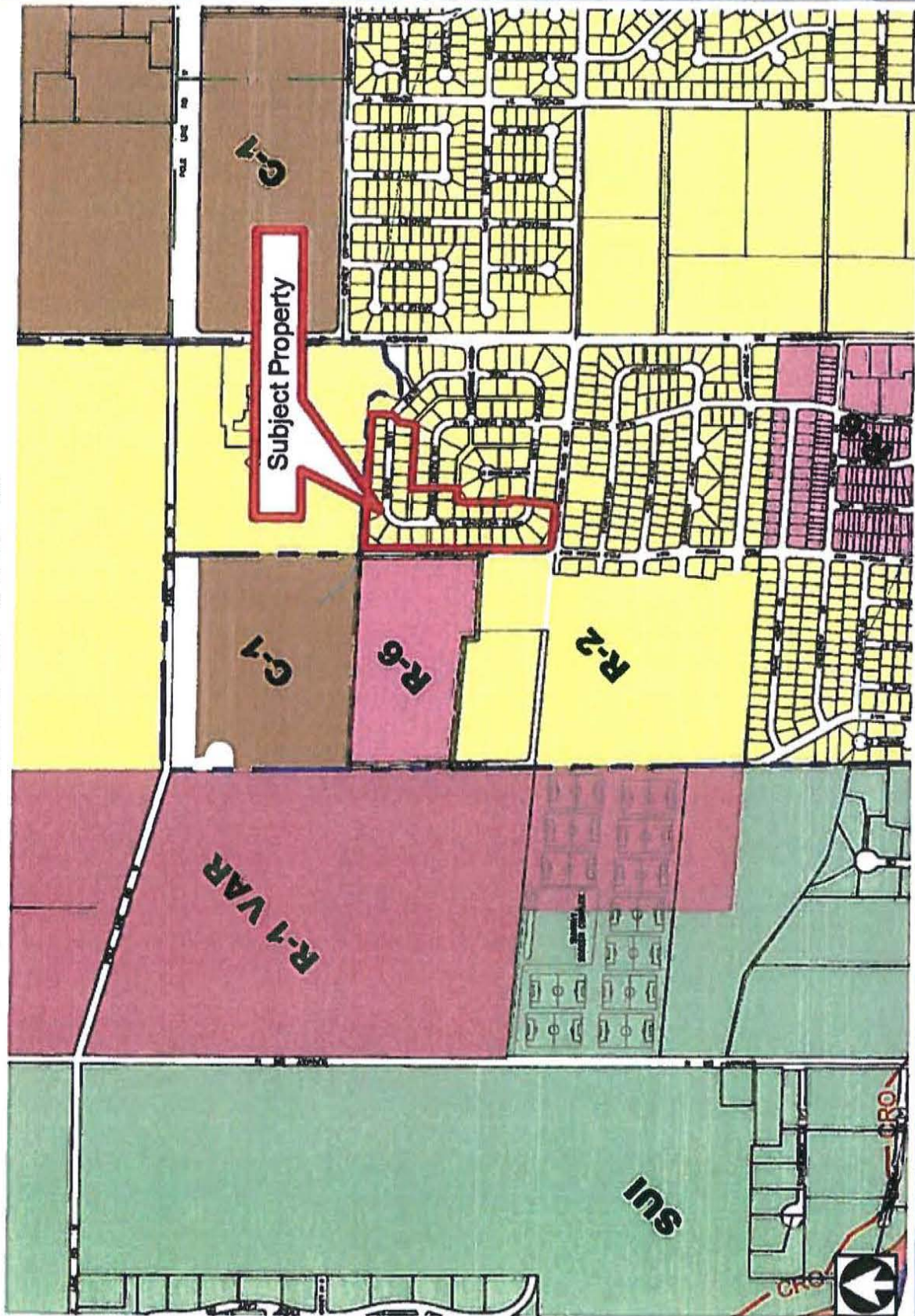


EXHIBIT "C"

Fieldstone Professional Subdivision

R-4 & R-4 Professional Office Overlay – Planned Unit Development

- A. Permitted Uses: Buildings, structures or premises shall be used and buildings and structures shall hereafter be erected, altered or enlarged only for the following uses: (Hours of operation shall be 7:00 am to 9:00 pm unless extended hours of operation are permitted with an approved special use permit or unless stated elsewhere in this document)

1. Communications and Utilities:
 - a. Underground and aboveground transmission lines
 - b. Utility owned buildings and structures less than twenty-five (25) square feet in area and less than three feet (3') above ground.
2. Parks:
 - a. Open space.
 - b. Private parks and playgrounds without crowd attracting facilities.
 - c. Public parks and playgrounds without crowd attracting facilities.
3. Residential – (unrestricted hours of operation):
 - a. Accessory buildings (less than 1,000 square feet), personal swimming pools and other accessory uses.
 - b. Dwellings – attached single household dwellings on lots fronting on an arterial or collector street.
 - c. Dwellings – detached single household.
 - d. Dwellings – duplex.

- B. Special Uses: A special use may be granted for a permanent use that is not in conflict with the comprehensive plan and that is not permitted outright because it may conflict with other uses unless special provisions are taken. Special use permits may be granted for the following uses: (Hours of operation shall be 7:00 am to 9:00 pm unless extended hours of operation are permitted with an approved special use permit)

1. Communications and Utilities:
 - a. Utility owned buildings and structures more than twenty-five (25) square feet in area and more than three feet (3') aboveground.
2. Cultural Facilities:
 - a. Botanical gardens and arboretums.
 - b. Historic sites and monuments.
 - c. Libraries, museums and art galleries.
 - d. Planetariums and aquariums.
3. Government Facilities:
 - a. Fire stations and police stations.
4. Medical Facilities:
 - a. Doctors' offices.
5. Parks:
 - a. Park concessions.
 - b. Public parks and playgrounds with crowd attracting facilities.

EXHIBIT "C"

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6. Public Assembly:
 - a. Auditoriums.
 - b. Religious facilities.
 - c. Private academic schools.
 - d. Public schools.
 7. Residential:
 - a. Detached accessory buildings (more than 1,000 square feet) i.e. garages and other accessory buildings.
 - b. Bed and breakfast facilities.
 - c. Home occupations.
 - d. Dwellings – triplex and four-plex
 - e. Household units in the same building as an allowed use and occupied by owner or an employee of the allowed use.
 8. Services:
 - a. Beauty salons and barbershops.
 - b. Commercial daycare facilities and preschools.
 - c. Consumer credit collection.
 - d. Employment agencies.
 - e. In-home daycare services.
 - f. Finance and investment offices.
 - g. Insurance and related businesses.
 - h. Professional services.
 - i. Photography studios.
 - j. Real estate and related businesses.
 9. Transportation:
 - a. Bus – pick up shelters.
- C. Prohibited Uses: Uses not specified above are prohibited unless administrative determination in accordance with subsection 10-17-1(F) of this title is made that the use is similar enough to a use listed above that distinction between them is of little consequence.
- D. Property Development Standards:
1. Use of Lots: Each building, except accessory structures, shall be located on a separate lot and each such lot and the buildings or structures thereon shall conform to the minimum dimensional standards contained herein.
 - a. Minimum of 15% and maximum of 85% of the project is to be residential development.
 2. Lot Area:
 - a. The minimum lot area per single household dwelling shall be four thousand (4,000) square feet.
 - b. The minimum lot area per duplex unit shall be seven thousand hundred (7,000) square feet.
 - c. The minimum lot area per multiplex dwelling unit shall be two thousand (2,000) square feet larger than duplex units per unit or one thousand (1,000) square feet larger than duplex units per unit above or below ground level unit.
 - d. For professional offices, the lot size shall be of sufficient size to provide for the building, off street parking, and landscaping.

EXHIBIT "C"

3. Lot Occupancy: No dwelling, including its accessory buildings, shall occupy more than sixty percent (60%) of a lot.
 - a. For professional offices, there is no occupancy requirement.
4. Building Height: No building shall be greater than thirty-five feet (35') above grade, as measured per 10-2-1 of City Code, as amended.
5. Building Size: The maximum building size is 14,000 square feet. (a larger building may be permitted with a Special Use Permit)
6. Yards:
 - a. Front Yard: Front yards shall conform to the following standards, or section 10-7-6 of this title, whichever is greater: (Ord. 2741, 11-4-2002)
 - i. The front building line shall not be closer than twenty feet (20') to the front property line.
 - ii. Where lots have double frontage on two (2) streets, the required front yard of twenty feet (20') shall be provided on both streets.
 - iii. On a corner lot the required front yard of twenty feet (20') shall be required on both streets.
 - iv. No accessory buildings shall be constructed in the front yard nor closer than twenty feet (20') to the property line on other street frontages.
 - b. Side Yard:
 - i. The side building line shall not be closer than five feet (5') to the side property line.
 - ii. Detached accessory buildings shall not be closer than three feet (3') to the rear property line nor closer than ten feet (10') to a main building except as provided by section 10-7-5 of this title. Architectural projections of detached accessory buildings shall not be closer than two feet (2') to the side property line except as provided in section 10-7-5 of this title.
 - iii. Architectural projections of main buildings and attached accessory buildings shall not be closer than two and one-half feet (2½') to the side property line.
 - c. Rear Yard:
 - i. The rear building line shall not be closer than twenty feet (20') to the rear property line for residential uses and as per R-4 or R-4 PRO development requirements for other uses.
 - ii. Detached accessory buildings shall not be closer than three feet (3') to the rear property line nor closer than ten feet (10') to a main building except as provided by section 10-7-5 of this title. Architectural projections of detached accessory buildings shall not be closer than two feet (2') to the rear property line except as provided in section 10-7-5 of this title.
 - iii. On a corner lot, the rear yard setback may be reduced to the side yard setback.
 - iv. For professional offices, the rear yard setback may be reduced to the side yard setback of the basic zoning district.

EXHIBIT "C"

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7. Access: All lots shall have vehicular access on a dedicated improved public street with a fifty foot (50') minimum right-of-way, unless a secondary means of permanent vehicular access has been approved on a subdivision plat.
8. Landscaping Plan (PUD): All landscaping shall comply with the provisions of section 10-11-2 of this title.
 - a. Professional Uses: Professional offices shall provide landscaping equal to twenty-five percent (25%) of the total lot area.
 - b. Residential Uses: Residential development, excluding single family and/or duplex dwellings, shall provide landscaping equal to ten percent (10%) of the total lot area.
 - c. Landscaping shall be required to be installed on each parcel/lot of the property at the time site and building improvements are completed thereon, or by the next planting season subject to a Temporary Certificate of Occupancy. Landscaped perimeters shall be installed from the back of the curb in the public right-of-way and shall be extended to the dimensions set forth below:
 - d. A minimum twenty foot (20') wide landscaped buffer, including sidewalk and/or storm water retention facilities planted in grass, measured from back of the curb will be constructed along Field Stream Way. Trees and shrubs will be provided in ratios meeting City Code 10-11-2. Trees and shrubs may be grouped, but there shall be no space greater than seventy-five feet (75') between tree and shrub groupings.
 - e. A minimum fifteen foot (15') wide landscaped buffer, measured from the property line, will be constructed along the north and south boundaries of the PUD project boundary. The landscaping shall include berms with a minimum height of 18 inches to a maximum height of 30 inches.
 - f. The use of planters and landscaped islands within parking lots will be used to reduce visual impact of large paved areas and these shall be planted with shade trees and shrubbery. The area adjacent to residential areas shall be landscaped with coniferous and deciduous trees and/or solid panel fencing with shrubs, berms, solid wall, and or planter boxes to create a buffer in a relatively short period of time.
 - g. All landscaping shall be installed in conformance with the project Master Development Plan. All landscaping maintenance will be in a uniform manner.
 - h. The property landscaping will utilize a city pressure irrigation system constructed in compliance with applicable standards.
9. Off-Street Parking:
 - a. Each use shall provide parking in compliance with city code.
10. Signs:
 - a. All uses shall comply with the provisions of Chapter 9 of this title.
 - b. Multiple-occupancy buildings shall have a sign plan approved by the administrator.

EXHIBIT "C"

11. Walls, Fences, Hedges, Trees, Shrubs, and Landscaping Structures: Walls, fences, hedges, trees, shrubs, and landscaping structures shall be permitted on the property line or within the required side or rear yard and shall be permitted in the front yard with the following restriction: no wall, fence, hedge, tree, shrub, or landscaping structure shall be placed within the public rights-of-way without first obtaining written approval from the city. Notwithstanding the foregoing, all walls, fences, hedges, trees, shrubs, and landscaping structures shall comply with the provisions of section 9-9-16 of this code. (Ord. 2550, 6-2-1997)
 - a. Professional offices shall provide a fence not less than six feet (6') in height that will act as a sight and sound barrier between the professional office use and any contiguous residential lot or use.
12. Building Standards:
 - a. Buildings: New buildings are to be designed in such a way as to conform with the general residential nature of the neighborhood. All buildings shall be of residential character with exteriors of architectural masonry, stone, stucco, and/or hardboard, steel or vinyl siding. Building faces shall include windows, setbacks, awnings, parapet variations material variations, color variations and other architectural treatments to break up large uniform surfaces.
 - b. Buildings shall have pitched roofs with a gable or hip roof with a minimum 5/12 pitch and twelve inch (12") eave. Roofing material shall consist of architectural asphalt shingles, architectural metal or tile.
 - c. Building faces shall be broken up with windows, recesses, awnings or other architectural features that break up large flat surfaces.
 - d. Buildings shall have exteriors of architectural masonry, stone, stucco, and/or hardboard, steel or vinyl siding.
 - e. All building public access will be oriented away from the adjacent residential areas where possible.
 - f. Lighting: Building and parking area lighting shall be enclosed in fixtures or soffits that direct lighting to the ground surface in a manner that the light source cannot be seen from adjacent properties.
 - g. Outside Storage/Trash Containers/Loading Docks/Emergency Facilities: Outside storage and/or display is prohibited. Loading docks, trash containers, and emergency facilities shall be visibly screened from roadways, residential areas, and adjacent properties with screening materials. Screening may consist of landscaping – as per D8, masonry walls, buildings, or vinyl fencing.

PUD-271





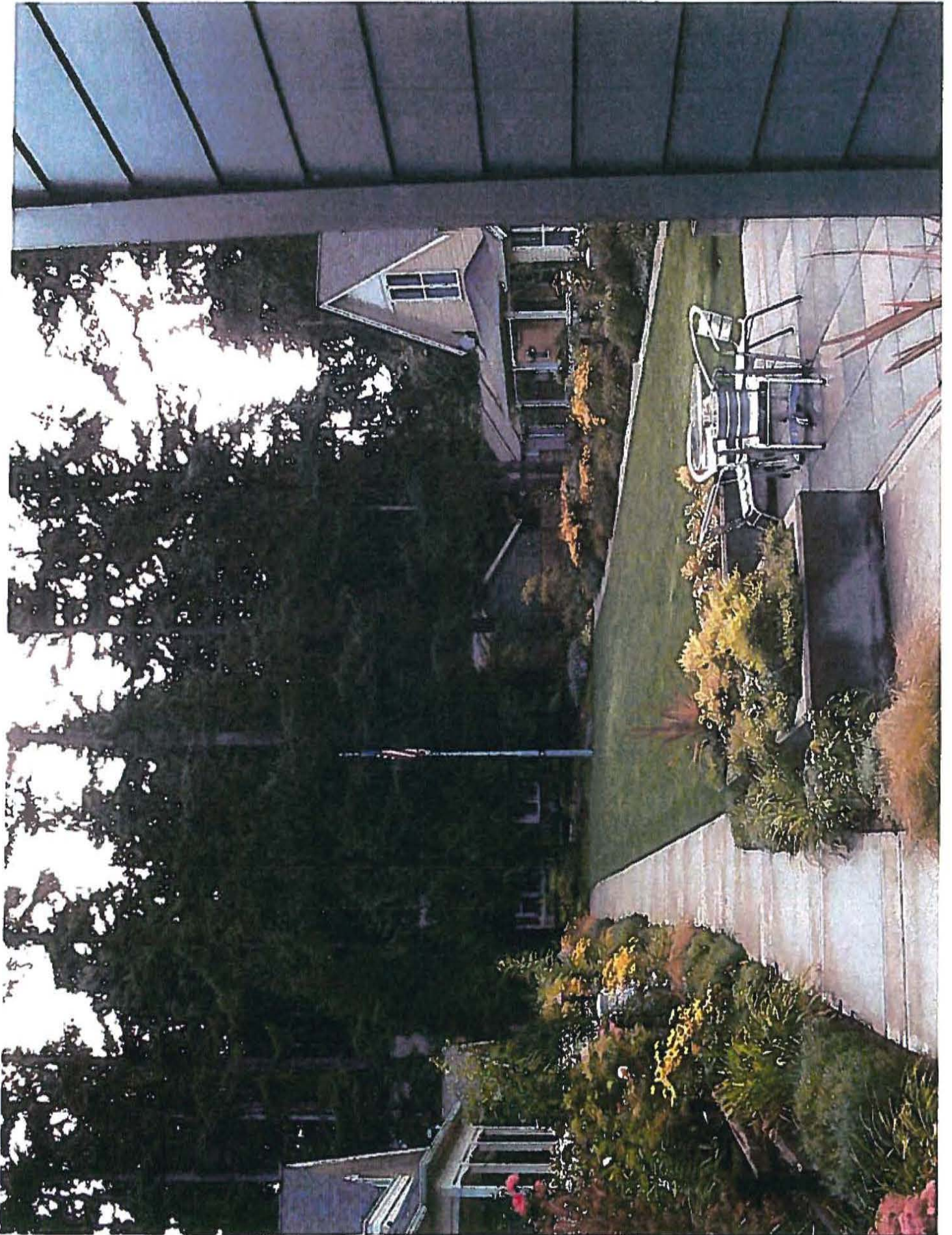


PUD 271



PUD 271











Twin Falls Planning & Zoning Commission Minutes

Tuesday, April 23, 2019, 6:00 PM

203 Main Avenue East
Twin Falls, ID 83301

Members -

City Limits: Danielle Titus, Chairperson; Craig Kelley, Vice-Chair; Craig Hawkins; Ed Musser; Carolyn Bolton; Curtis Hansen; Marilu Perez

Area of Impact: Ryan Higley; David Detweiler

1) Confirmation of Quorum/Call Meeting to Order

Chairperson Titus called the meeting to order at 6:01 pm and confirmed a quorum.

Members Attending: Titus, Hawkins, Musser, Bolton, Hansen, Perez

Staff Attending: Spendlove, Strickland, Vitek, Nope

2) Consent Calendar

a) Approval of Minutes from the following meeting: April 9, 2019

b) Approval of Findings of Fact and Conclusions of Law:

- SUP for Believers Church
- SUP for Jay and Shelly Fort

Commissioner Bolton made a motion to approve the consent calendar, as presented. Commissioner Hansen seconded the motion.

Unanimously approved

3) Items of Consideration

a) Request for consideration of a preliminary plat for the Fieldwood Professional Subdivision, located at the 1000 Block of Cheney Drive West, on behalf of Brad Wills c/o EHM Engineers, Inc. (PZ19-0035)

Staff Presentation:

Planning & Zoning Director Spendlove stated this is a request for consideration of a preliminary plat for the Fieldwood Professional Subdivision, located at the 1000 Block of Cheney Drive West.

As per Twin Falls City Code 10-12-2.3:

The Commission may approve, conditionally approve, deny or table for additional information when acting on the preliminary plat. If tabled, approval or denial shall occur at the regular meeting following the meeting at which the plat is first considered by the Commission. The action and the reasons for such action shall be stated in writing by the Administrator and forwarded to the applicant. The administrator shall also forward a statement of the action taken and the reasons for such action together with a copy of the approved preliminary plat

to the Council for its information and record.

There have been several plats of this property, most recently in 2015. Fieldstone Professional Subdivision in conjunction with the PUD #271 modified the western half of the original Fieldstone Subdivision. That original subdivision was platted as single family homes with the layout similar to what is constructed on the eastern half. Over the course of a few years the owner has applied for various changes to the zoning/layout of the property through PUD amendments and the Platting Process. Staff has reviewed the Preliminary Plat and found it has followed the requirements in City Code per the applicable subdivision regulations.

Staff recommends the Commission approve this request as presented, subject to the following conditions:

1. Subject to final technical review and amendments as required by building, engineering, fire, and zoning officials to ensure compliance with all applicable city code requirements and standards.

PZ/Questions & Comments:

- Commissioner Bolton clarified that what is to be considered, is related to lot size, access, and sidewalks.
- PZ Director Spendlove explained the commission should also consider possible impacts to surrounding area

Applicant Presentation:

Dave Thibault, EHM Engineers, Inc. representing the applicant, presented the applicant's request. He gave a brief history of the Fieldstone subdivision. The property was originally approximately 40 acres and subdivided for single family homes. Recorded in 2015, the addition of Fieldstone Professional Office PUD #271 was later added. There have been approximately five (5) R-4 professional office overlay lots available for sale and there has not been any interest as of today. The applicant's desire is to re-plat the property into fourteen (14) lots, some are proposed to be develop into duplexes. Duplexes are permitted in this PUD. They are seeking approval of the preliminary plat of the Fieldwood Professional Subdivision.

PZ Questions/Comments:

- Commissioner Perez asked for clarification for park dedication vs a parks in lieu.
- Mr. Thibault explained the process this subdivision went through and stated that City Council has approved a parks in lieu contribution.
- Commissioner Titus clarified that Cheney has been extended as well as Fieldstream Way. She also asked about the sidewalk within the Fieldstone subdivision and asked for clarification on access to the lots along the southern portion of the proposed preliminary plat.
- Mr. Thibault explained there would be shared private drives accessed from Cheney Drive.
- Commissioner Bolton asked where the single family homes and duplex will be located.

- Mr. Thibault explained the planned locations.

Public Hearing: Opened

- Citizen Gary Kavender, 941 River Mist Path, asked if the turn around on River Mist Path will be completed as part of this project. He also asked if there will be a fence between the properties.
- Citizen Megan Humble, 1027 Misty Meadows Trail, stated she moved into this subdivision with a recorded plat, reasonably assuming they knew what they were getting. This has not been the case, as it has become a parcel subdivision. The development was a platted and recorded plat which has changed again. This has changed the desirability of the original subdivision.
- Citizen Clint Hales, 1378 Misty Meadows Court, stated he moved into the subdivision in 2014. He is upset that the developer keeps changing the plan for the original subdivision. He is also upset that the developer has not cleaned up the lots in the past two years and has not fulfilled the promises as originally presented and has not upheld the subdivision's CC&R's. He would like developers to be held accountable by the city.
- Citizen Karen Palmer, 1006 Cobble Creek Rd, explained if the project meets the PUD Agreement, then they do not object to the development of the duplexes, but asked that the developer complete the stone wall or a composite to the maximum height allowed by City Code.

Public Hearing: Closed

Applicant Closing Statement

Mr. Thibault stated that the cul de sac on River Mist Path is planned to be constructed as part of this phase. He stated that four-plexes are permitted with approval of Special Use Permit, and there is a due process to follow for things to develop.

Applicant Brad Wills answered some of the questions of the citizens. He explained the office buildings did not work on those lots, so they are asking for residential use of those lots. He is conscious of the density of the subdivision. Four-plexes are not part of this plan. He explained where the construction area is, the cul de sac will be finished and the RV storage area will be reconstructed. He explained the wall will be completed in April and May. Once wall is constructed, the cottages and duplexes will not have access to Fieldstone.

PZ Comments/Questions:

- Commissioner Bolton asked what the material of the wall be made of.
- Applicant Wills stated the wall will be made of white vinyl.
- Commissioner Perez asked if there is anything that can be done in the future to prevent four-plexes from being built.
- PZ Director Spendlove state that the decision would lie with the Planning and Zoning Commission if a Special Use Permit is brought before the commission.
- Chairperson Titus asked if fencing is required around each lot.

- Applicant Wills stated the first phase was required to use rod iron, but has since been changed to vinyl fencing around back yards.
- Commissioner Higley asked the intention for the large lot to the south and the reason for the corner cut of the lot.
- Applicant Wills stated it is for a nursing home use and stated the angle cut is for a retention pond for Fieldstream Way.

Discussions Followed:

- Commissioner Bolton clarified if the initial development was in 2003 there have been changes in the economy over the years, community needs have changed and believes this is a good use of this property.
- Chairperson Titus asked for clarification on the R-4 zoning of the lots and what could be built on those lots now.
- PZ Director Spendlove stated that four-plexes could be built with an approved SUP.
- Commissioner Perez asked for clarification on the fencing.
- PZ Director stated the applicant is saying he is planning to build a fence.
- Commissioner Perez asked if this commission could enforce anything regarding the debris on the properties.
- PZ Director Spendlove stated that the debris is a code enforcement issue, and this commission cannot do anything, but it can be noted.
- Commissioner Higley asked for clarification if a condition for fencing and cul-de-sac completion could be put on the preliminary plat.
- PZ Director Spendlove stated this commission could add conditions to the preliminary plat.
- Commissioner Hawkins stated he appreciates the concerns and that they can be rectified and he has no problem with the request.
- Commissioner Hansen stated the request makes sense to split into smaller lots.
- Commissioner Higley would like the motion to include conditions for the cul-de-sac and fencing to be complete.
- Commissioner Bolton asked if there could be a completion date on the conditions.
- PZ Director Spendlove stated yes, the commission could put a completion date on the conditions.
- Chairperson Titus asked for clarification on the turnaround on River Ridge that it does not have access to this part of the subdivision.
- Commissioner Higley stated he does not want to put condition on materials used, just that the fencing and cul-de-sac completion.
- Commissioner Musser stated he did not see the reason to put a condition in requiring fencing.
- Applicant Wills stated he will have the fence complete by June 1, if the commission would like to add that condition.
- Commissioner Higley stated he believes the cul-de-sac completion should be a condition to the approval of the preliminary plat.

Motion:

Commissioner Hansen made a motion to add Condition #2 that before any building permit is issued for the Fieldwood Subdivision, the cul-de-sac at end of River Mist Path is completed, according to city code. Commissioner Musser seconded the motion.

Unanimously approved

Commissioner Hansen made a motion to add Condition #3 that the fencing be completed along the southern border of lots #5, 6, 9, 10, and 14 by June 1, 2019 or before any building permit is issued, whichever comes first. Commissioner Hawkins seconded the motion.

Motion approved by a vote of 5 – 2.

Commissioner Bolton made a motion approval of the Preliminary Plat for the Fieldwood Professional Subdivision, located at the 1000 Block of Cheney Drive West,, with staff recommendations, with Conditions #2 and #3 added as approved. Commissioner Perez seconded the motion.

Unanimously approved

4) Public Hearings

- a) Request for a Zoning Map Amendment from R-4 to R-6 ZDA on property located at the 100 & 200 blocks of Caswell Avenue West on behalf of Dr. David Kemp c/o EHM Engineers, Inc. (PZ18-0097)

Staff Presentation:

Planning & Zoning Director Spendlove stated this is a request for a Zoning Map Amendment from R-4 to R-6 ZDA on property located at the 100 & 200 blocks of Caswell Avenue West. The applicant is required to present a preliminary review to the Planning and Zoning Commission in which the commission may give suggestions and ask questions of the applicant about the proposed ZDA. A public hearing shall be held before the Commission for a recommendation to City Council to; amend the zoning district and the zoning map, amend with recommendations or deny the request.

This property has been part of multiple subdivisions over the years and has been vacant and underutilized for some time.

This is a request to rezone, with a Zoning Development Agreement, property located in the vicinity of the 100 & 200 blocks North of Caswell Ave W, from R-4 to R-6 ZDA.

The ZDA is proposing a base zone of R-6, with a few deviations from the development standards. If approved the ZDA would allow multiple dwelling structures with multiple dwelling units per structure, on one lot. The applicant is also requesting to reduce the rear yard setback from fifteen feet (15') to ten feet (10') as denoted on the conceptual Master Development Plan. Building height is also requested to be forty feet (40'), up from thirty-five feet (35').

If the Commission determines the proposed request appropriate, you may recommend approval to the City Council, as presented, subject to the following conditions:

1. Subject to site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to comply with applicable City Codes and standards.

Applicant Presentation:

Dave Thibault, EHM Engineers, Inc., presented the applicant's request. He stated the applicant is not planning to use brick in his design. The four-plexes will be three (3) story units. He stated that the units will match the other buildings in the area. The applicant is requesting the ZDA to use this land as an in fill project that fits with the neighborhood on this long, narrow lot. This development will blend into the neighborhood.

PZ/Questions & Comments:

- Commissioner Perez asked if the green space would ever be built on or would the applicant have to come back to the commission for approval.
- PZ Director Spendlove stated that if the applicant wanted to build on the green space shown, he would have to come back to the commission for approval as it deviates from the plan shown today.

Public Hearing: Opened and Closed without input

Applicant Closing Statement:

Mr. Thibault stated the green space will have some storm water retention use.

Discussions Followed: without concerns

Motion:

Commissioner Hansen made a motion to recommend approval to the City Council of the request for a Zoning Map Amendment from R-4 to R-6 ZDA on property located at the 100 & 200 blocks of Caswell Avenue West on behalf of Dr. David Kemp c/o EHM Engineers, Inc. (PZ18-0097), as presented, with staff recommendations. Commissioner Higley seconded the motion.

Unanimously approved

5) Upcoming Meeting(s)

- a) Worksession: Wednesday, May 1, 2019
- b) Tuesday, May 14, 2019

6) Adjournment

The meeting was adjourned at 7:26 pm.



Date: Monday, August 5, 2019
To: Honorable Mayor and City Council
From: Sergeant Justin Dimond, Twin Falls Police Department

ACTION ITEM

Request:

ACTION ITEM: Request to approve the annual Joshua Way Block Party on August 16, 2019.

Time Estimate:

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

Background:

Danny Auth and Frank Robles of 2594 Joshua Way, Twin Falls, Idaho, have submitted a Special Event Application to hold the Joshua Way Block Party in the 2500 Block of Joshua Way. This event is scheduled for Friday, August 16, 2019, from 4:00 p.m. to 10:00 p.m.

The Joshua Way Block party is for the residents of the 2500 Block of Joshua Way and the surrounding neighborhood. The block party is an opportunity for residents of Joshua Way to get to know each other and share in entertainment. This will be the sixth consecutive year this event has taken place and the third year the organizers have requested the closure of Joshua Way to accommodate the party and offer more safety for attendees.

There will be a community potluck and entertainment in the form of amplified music and two live bands. In addition, there will be bounce houses and games for children.

There will be no alcohol served by the event organizers.

The organizers of this event have requested the temporary closure of the 2500 Block of Joshua Way between Carriage Lane and Longbow Drive to help ensure the safety of those attending. The Twin Falls Fire Department has reviewed this request and arrangements have been made to allow access to emergency vehicles if necessary.

Approval Process:

Consent of the Council

Budget Impact:

There have been no police calls for service on Joshua Way in years past. Since no alcohol will be served at this event, Twin Falls Police Department Staff does not feel there is a need for the Twin Falls Police Department to provide security.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

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

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 necessary. If there are continued noise complaints, disturbances by those participating in the event, and non-compliance, the on-duty Patrol Supervisor shall have the authority to terminate the event.

Attachments:

None



Date: Monday, August 5, 2019
To: Honorable Mayor and City Council
From: Sergeant Justin Dimond, Twin Falls Police Department

ACTION ITEM

Request:

ACTION ITEM: Request to hold the Twin Falls County Democrats' Annual Picnic on August 17, 2019.

Time Estimate:

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

Background:

Jessica Asay, on behalf of the Twin Falls County Democrats, has submitted a Special Event Application requesting to hold the Twin Falls County Democrats' Annual Picnic in the Twin Falls City Park. This event is scheduled to take place on Saturday, August 17, 2019, from 3:00 p.m. to 9:00 p.m.

Organizers estimate approximately 250 people will be in attendance for this event that will feature entertainment in the form of live, amplified music in the park band shell.

There will be food served at this event in the form of a barbecue and potluck with food provided by the attendees.

Approval Process:

Consent by the Council

Budget Impact:

There is no budget impact to the City of Twin Falls.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Relevant City Staff members have approved this Special Event Application. Staff recommends the Council approve the Twin Falls County Democrats' Annual Picnic based on the information provided.

Attachments:

None



Date: Monday, August 5, 2019
To: Honorable Mayor and City Council
From: Sergeant Justin Dimond, Twin Falls Police Department

ACTION ITEM

Request:

ACTION ITEM: Request to hold the Amazing Grace Fellowship Church Outdoor Service and Picnic.

Time Estimate:

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

Background:

Jennifer Church, representing Amazing Grace Fellowship, has submitted a Special Event Application for the Amazing Grace Fellowship Church Outdoor Service and Picnic to be held on Sunday, August 18, 2019. This event will be held at Amazing Grace Fellowship located at 1061 Eastland Drive North.

This event will take place outside, around the Amazing Grace Fellowship Building, starting at 10:30 a.m. and ending at 2:00 p.m. The event will include a barbecue and picnic-style lunch. There will be an estimated 350 people in attendance.

There will be amplified sound in the form of a live band featuring acoustic instruments. There will be no alcohol served at this event.

Approval Process:

Consent of the Council

Budget Impact:

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

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the City Council approve the Special Event Application submitted for the Amazing Grace Church Outdoor Service and Picnic based on the information provided.

Staff recommends that the on-duty Supervisor be given authority to order event organizers to mitigate the sound of amplified music. If the noise complaints become habitual, the Patrol Supervisor shall be granted the authority to order the music to be terminated.

Attachments:

None

Name: **Paul Thompson**

Request: introduce code to **Title 6 - Public Safety, Chapter 2 - General offenses** Consider adding section (20) Abortions

Time Estimate: 10 - 15 minutes

Background: There are major contradiction in Idaho code concerning abortions and life. I'm asking the city of Twin Falls to give clarity to the matter in the city. I will make my argument based on English words that have clear definitions and helpful meaning to give clarity to why I'm asking the City to not allow abortions to take place in the city. I will ask the City of Twin Falls to do act with respect to all citizens and boldly and bravely not fear what men may do.

Approval process: I respect the process for such a request as this and will appreciate any direction on how the approval process will work. I will request the city council to adopt the code.

Budget Impact: I'm not aware of any impact upon the budget this request would be if the city council were to adopt it.

Regulatory Impact: The Idaho Health and Welfare already regulates and reports how many abortions are performed according to counties. If individuals and/or organizations are not allowed to perform abortions in the city this number should be drastically reduced as most abortions happen in the city of Twin Falls.

History: Since 2008 there have been 1,914 abortions of human unborn children in the city of Twin Falls. In 2017 there were 258 abortions of human unborn children in the city of Twin Falls. This is unacceptable for a community that welcomes all people and behaves neighborly to all who reside or visit the city of Twin Falls.

Conclusion: Thank you for considering this request. I make this request with full awareness of the complexity of what I'm asking. I mean only to respect my God by speaking out on behalf of my neighbors who reside or visit the City of Twin Falls who cannot request this for themselves.

Code introduction for consideration for the City Council of Twin Falls, Idaho concerning Abortions in the city of Twin Falls.

Add a new section, 6-2-20 to Twin Falls City Code to read as follows:

Title 6 - Public Safety, Chapter 2 - General offenses,

(20) Abortion: Every person or organization using any means to intentionally terminate the clinically diagnosable, viable pregnancy of a woman with knowledge that the termination by those means will, with reasonable likelihood, cause the death of the unborn human being will be guilty of inflicting inhumane actions upon another causing death before the otherwise live birth.

(A) Definitions: For the purposes of this section the following words shall have the following meanings:

UNBORN HUMAN BEING: The offspring of human beings from the moment of conception until either live birth or natural death, including the human conceptus, zygote, morula, blastocyst, embryo and fetus, whether conceived and/or located inside or outside the body of a human female.

CONCEPTION: The fertilization of the ovum of a female by the sperm of a male.

ABORTION: The use or prescription of any instrument, medicine, drug, or any other substance or device to intentionally kill an unborn human being.

(B) Violations: Notwithstanding any other law, it shall be unlawful for a person to knowingly and intentionally perform, procure or attempt to perform an abortion.

(C) Construction: It is the intention of the city of Twin Falls that the provisions of this section be construed, enforced and interpreted in such a manner as to absolutely defend the right to life as enumerated in Section 1, Article I of the Idaho Constitution. The city of Twin Falls shall enforce this section regardless of any contrary or conflicting federal or state statutes, regulations, executive orders, or court decisions.

(D) Penalty: Violation of the provisions of this section is a misdemeanor punishable by a fine of up to one thousand dollars (\$1,000.00) and/or six (6) months in jail, or both.



Date: Monday, August 5, 2019
To: Honorable Mayor and City Council
From: William Carberry, Airport Manager

ACTION ITEM

Request:

ACTION ITEM: Request to reject all bids received for an Airport Runway Snow Broom.

Time Estimate:

The staff presentation will take approximately 5 minutes, with possibly additional time for questions.

Background:

In conjunction with FAA guidance, the Airport advertised a request for bids for a new Runway Snow Broom. On June 27th, the airport received four bids for the equipment (see attached).

The airport's engineering firm, JUB Engineers, handled the bid process. Kent Atkin, Project Manager for JUB, cited irregularities in some of the submitted bids and recommends rejecting all bids (see attached). I reviewed JUB's recommendation with the City Attorney, Shayne Nope, and he agrees with the recommendation.

Approval Process:

A majority vote of the Council is needed to reject all bids.

Budget Impact:

N/A

Regulatory Impact:

The FAA defers elements of the bidding/procurements process to the local Airport Sponsor to include rejecting all bids.

History:

N/A

Analysis:

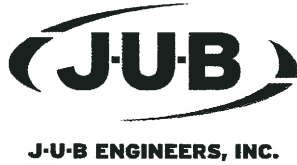
N/A

Conclusion:

Staff recommends the City Council reject all bids received for the Airport Snow Broom

Attachments:

1. JUB Bid Rec Ltr Broom 072919
2. BIDTAB - TWF AIP42 SRE Broom



J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

July 23, 2019

Joslin Field Magic Valley Regional Airport
Bill Carberry, Airport Manager
492 Airport Loop
Twin Falls, ID 83301

RE: Joslin Field Magic Valley Regional Airport
Snow Removal Equipment Procurement – Airport Runway Broom
FAA AIP 3-16-0036-042

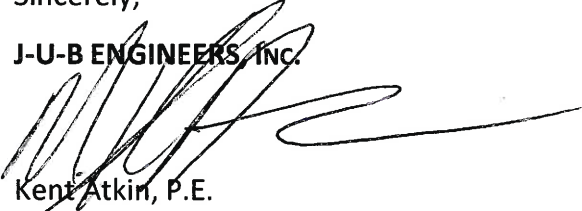
Dear Bill:

On June 27, 2019, 10:00 am local time, bids were publicly opened for the above project. There were four (4) bidders submitting their bids for the Airport Runway Broom. Due to some irregularities in the submitted bids and Joslin Field's growing equipment needs, J-U-B Engineers, Inc., recommends that all bids be rejected at this time. Please consult with your attorney regarding any legal issues that may arise with this decision.

Please let me know if you have any questions.

Sincerely,

J-U-B ENGINEERS, INC.



Kent Atkin, P.E.
Project Manager

Cc: Gary Gates FAA Helena ADO

BIDDER NAME: ADDRESS:					Engineer's Estimate		Kodiak America 1350 Pomerelle Avenue Burley, ID 83318		M-B Companies, Inc. 1200 Park Street Chilton, WI 53014		Wausau Equipment Company, Inc. 1905 South Moorland Road New Berlin, WI 53151-2321		Oshkosh Airport Products 1515 County Road O Neenah, WI 54956 (920) 215-5125	
Item No.	Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	SP - 1	Airport Runway Broom	1	LS	\$590,000.00	\$590,000.00	\$ 496,000.00	\$ 496,000.00	\$ 528,324.00	\$ 528,324.00	\$ 538,534.00	\$ 538,534.00	\$ 540,790.00	\$ 540,790.00
					BID AMOUNT	\$590,000.00		\$496,000.00		\$528,324.00		\$538,534.00		\$540,790.00
					SALES TAX (6.0%)	\$35,400.00		\$29,760.00		\$31,699.44		\$32,312.04		\$32,447.40
					TOTAL	\$625,400.00		\$525,760.00		\$560,023.44		\$570,846.04		\$573,237.40
					N/A									
Signed Addenda					N/A		x		x		x		x	
Proposal Signed					N/A		x		x		x		x	
Bid Schedule of Items and Unit Prices					N/A		Incomplete		Incomplete		x		x	
Declaration of Non-Collusion					N/A		x		x		x		x	
Bid Bond/Certified Check					N/A		x		x		x		x	
Corporate/Company Qualification					N/A		Incomplete		x		x		x	
Trade Restriction Certification					N/A		x		x		x		x	
Certification of Offerer/Bidder					N/A		x		x		x		x	
Trade Restriction Certification					N/A		x		x		x		x	
Buy American Certificate					N/A		x		x		x		x	
Debarment/Suspension Certification					N/A		x		x		x		x	



Date: Monday, August 5, 2019
To: Honorable Mayor and City Council
From: Wendy Davis, Parks and Recreation Director

ACTION ITEM

Request:

ACTION ITEM: Request to accept a bid for the construction of a storage shed at the Twin Falls Golf Club, and dedicate cash reserves to complete the project.

Time Estimate:

Presentation will take approximately 5 minutes. Staff recommends allowing a few minutes for discussion.

Background:

On July 1, 2019 staff approached council to request the use of cash reserves to cover the difference between the \$120,000 Capital Improvement dollars budgeted for the golf course storage shed and the expected bid amounts. Council approved the potential use of funds so that the project could go back out to bid. Instead of setting a cap on the approval, council requested that staff bring the bid tabulation back for council approval.

The project was rebid, and three bids were received by the deadline on July 25, 2019. The same contractors bid the project again. Please see the attached bid tabulation.

Cleary Building Corporation had the low bid of \$109,846.00. This bid does not reflect \$11,200 of site work and \$17,000 of electrical work to be done in house, for a total project cost of \$138,046.

Acceptance of this bid would require an additional \$18,046 from cash reserves for complete the project.

Approval Process:

A simple majority will approve this request.

Budget Impact:

Approval of this request will allocate additional funds from cash reserves to cover the cost of the project. This action will be reflected in a budget amendment at the end of the fiscal year

Regulatory Impact:

Approval will accept the low bid and allow staff to award the contract.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends council approve this request.

Attachments:

1. Bid Tabulation rebid- TF City Storage Shed (002)

BID REPORT

TF City Parks & Recreation Equipment Storage Facility

7/26/2019

CONTRACTOR	ADDENDUM #1			BID BOND	BID AMOUNT	ALTERNATE BID	HVAC SUBCONTRACTOR	PLUMBING SUBCONTRACTOR	ELECTRICAL SUBCONTRACTOR
Doug Hemingway Construction	n/a			Yes	159,750.00	n/a	n/a	n/a	n/a
Stanley Associates	n/a			Yes	165,496.00	n/a	n/a	n/a	n/a
Cleary Building Corp	n/a			Yes	109,846.00	n/a	n/a	n/a	n/a

R. Colby Ricks / Laughlin Ricks Architecture

7/26/2019

DATE



Date: Monday, July 8, 2019
To: Mayor and City Council
From: Travis Rothweiler, City Manager

Request

A presentation of the City Manager's Recommended Budget for FY 2020 followed by citizen input.

Time Estimate

The estimated amount of time this item will take is 45 minutes plus time to answer questions.

Background

The State of Idaho defines city government as a municipal corporation. It is with that mindset this budget has been developed. We are pleased to present to you the recommended Budget for Fiscal Year 2019-2020 (FY2020). This budget represents hundreds of hours of thoughtful work by dozens of people in developing the spending plan for our organization for the coming fiscal year.

The City of Twin Falls has nearly 50,000 shareholders, 311 full-time employees and a taxable value of nearly \$3.2 billion. Our proposal has been carefully developed with full consideration given to critical issues such as public safety, capital financing, economic development, and placemaking. The decisions that we make today will not only affect our work this year, but also impact future years and even future generations.

The City of Twin Falls is committed to the efficient delivery of quality services to its citizens. This commitment is the foundation behind policy decisions and priorities that ensures constructive and well-formulated plans for the growth and prosperity. This document contains a balanced, sustainable budget that provides the desired services our citizens expect. The budget was developed in partnership with both our internal and external partners. It incorporates the goals and objectives articulated in the City's 2030 Strategic Plan, the guidelines described in the Financial Management Policies, department-specific facility plans, the results of our citizen survey, and the technical expertise provided by our employees.

The FY 2020 budget has been created with following philosophies in mind:

- Providing high-quality governmental services consistent with citizen expectations;
- Taking steps towards realizing the 2030 Strategic Plan, Vision, Goals and Objectives;
- Careful stewardship of city resources, emphasizing affordability and long-term sustainability;
- Using data to begin the process of incorporating performance measures to help achieve greater efficiencies, effectiveness, and responsiveness;
- Placing a high level of value on our employees.

A budget is developed to sustain and achieve the outcomes that the community has identified as most important. Each department determines what it does to support these common goals and the budget communicates to the public how the allocation of resources reflects community priorities and its vision for the future. We relied on information provided in the City's 2030 Strategic Plan and the results of citizen surveys to provide guidance regarding community priorities.

Public Input and Transparency

The City of Twin Falls strives to communicate, operate, function, and conduct the business of the people in an open and transparent manner. Equally, we recognize the value and importance of honoring and upholding our fiduciary duties and responsibilities. Because openness and transparency are part of our

organizational culture and values, we have taken several steps designed to afford our citizens and stakeholders several opportunities to actively participate and contribute to the budgeting process.

The City of Twin Falls has taken additional steps designed to illustrate our commitment to effective community involvement in the annual budget process. The Council provided an opportunity for our citizens and stakeholders to communicate their thoughts about specific programs, strategic initiatives and priorities for the upcoming fiscal year prior to the more customary, internal staff conversations.

A summary presentation of the proposed budget has been placed on the City's website. On August 6, 2018, the City Council will adopt the preliminary budget for FY 2019, with a public hearing and final adoption scheduled to occur on August 20th.

Connection to the City's 2030 Strategic Plan

Twin Falls is a vital, growing, and changing city. We have constructed processes and policies that help us in shaping growth and taking advantage of opportunities as they are presented. We continue to focus on the focus area contained in the City's 2030 Strategic Plan, just as we have for the past seven budget cycles. The current Strategic Plan was updated in March 2018 after an extensive open, citizen-driven process. The City's FY2020 budget allocates funds for needed projects and critical services collectively designed to help the City take the "next step" in realizing the community's 2030 vision of Twin Falls.

The City views its planning and operations in a strategic manner, utilizing the Strategic Plan to guide budgetary and policy-making decisions and recommendations. With the adoption of the 2030 City of Twin Falls' Strategic Plan in 2013, the Council established and set a course to follow. Following a similar process from 2012, the City began updating the strategic plan in February 2017. That process was completed in March 2018. For almost a year, members of the City's team spent quality time listening to our citizen's needs, dreams, and expectations, while reviewing statistical data about our state, region, and city. We compared those conversations to the information and data that was collected in 2012. In both the original plan, as well as the update, we had many external conversations with our citizens and shareholders and internal conversations with employees serving at various levels of the organization. From these conversations, we were able to reaffirm the goals and objectives of the original strategic plan.

We affirmed the vision statements that were generated in the 2012 process. These statements, when viewed collectively, will allow us to create and maintain an accessible, healthy, learning, environmental, responsible, prosperous, and secure community with a strong internal organization designed to be able meet the needs of our citizens, businesses, and visitors. They will assist the City in plotting a course that will enable it to grow, develop, and improve in a manner that honors and respects its history and unique characteristics. Realizing our vision will allow the City of Twin Falls to continue to be recognized as a world-class community.

Economic Indicators Considered in the Recommended Budget

The City of Twin Falls closely monitors and examines international, national, state, and local economic indicators when developing and tracking its annual appropriation measures. Over the course of the last several years, economic conditions on all levels seem to have improved.

National

- U.S. house prices rose 1.1% in the first quarter of 2019 according to the Federal Housing Finance Agency (FHFA) House Price Index (HPI). House prices rose 5.1% from the first quarter of 2018 to the first quarter of 2019.
- Unemployment rates remain low nationwide. According to the Bureau of Labor Statistics, the national unemployment rate in May 2019 was 3.6%, down from 3.8% in May 2018.
- From June 2018 to June 2019, the Dow Jones Industrial Average has shown a total increase of 8.7% (+2,310 points).

- Consumer confidence is up from last year. The University of Michigan compiles a consumer sentiment rating. The rating for May 2018 was 98 compared to the May 2019 rating of 100, which shows a 2% increase in consumer confidence. Consumer sentiment has remained relatively consistent following Trump's election, remaining in a tight eight-point range from 93.4 to 101.4. The two percent change from May 2018 suggests that consumers are anticipating smaller income gains in relation to increasing interest rates and inflation. The partisan divide between Democrats and Republicans is expected to remain vast, with the first expecting a recession and the other more robust economic growth.

State of Idaho

- Home prices rose in all 50 states and the District of Columbia between the first quarter of 2018 and the first quarter of 2019. Idaho realized the highest level of annual appreciation in the nation at 13.4%.
- Home prices rose in 95 of the 100 largest metropolitan areas in the U.S over that four quarters. Annual price increases were the greatest in Boise, Idaho.
- The median home value in Idaho is \$266,400. Idaho home values are predicted to rise 9.2% within the next year. The median list price per square foot in Idaho is \$170. The median price of homes currently listed in Idaho is \$325,000. The median rent price in Idaho is \$1,399.
- Statewide unemployment was 2.8% in May 2019.
- Non-farm employment, which is one of the key metrics of the state's economic health, continued to experience strong increases. In May 2019, Idaho had 757,700 non-farm jobs, a 2.9% increase from May 2018. The projected increase in non-farm jobs for 2019 was 2.0% over 2018. May 2019 numbers surpassed 2019 total projections.
- Per capita personal income (PCPI) continues to grow, but at a slower pace than in previous years. PCPI in Idaho in 2018 was 3.15% higher than in 2017, at \$41,826. This PCPI continues to rank 44th in the United States and was 78 percent of the national average of \$53,658.
- Idaho was sixth in the nation for real personal income growth, which takes into account the cost of living, measured by regional price parity (the average price paid by consumers for the mix of goods and services in each region). Idaho's real personal income growth was 5.4% for 2017-18.
- According to the June 2019 Idaho General Fund Revenue Report, tax collections in Idaho are coming in slightly above the forecasted levels. Receipts for May 2019 were \$246.7 million, which exceeded forecasts by \$17.6 million and represented a 7.1% gain over projections. It also represented a 12.8% increase over May 2018 receipts. General Fund receipts for FY2018 year-to-date were \$3,373.4 million, which is -0.7% lower than predicted and -0.3% under the same period last year. Individual income taxes collected to-date are \$1,543 million, -5.7% less than anticipated. Sales tax receipts to-date came in at \$1,455.8 million in May 2019, which was only 1.1% above the projected amount

City of Twin Falls

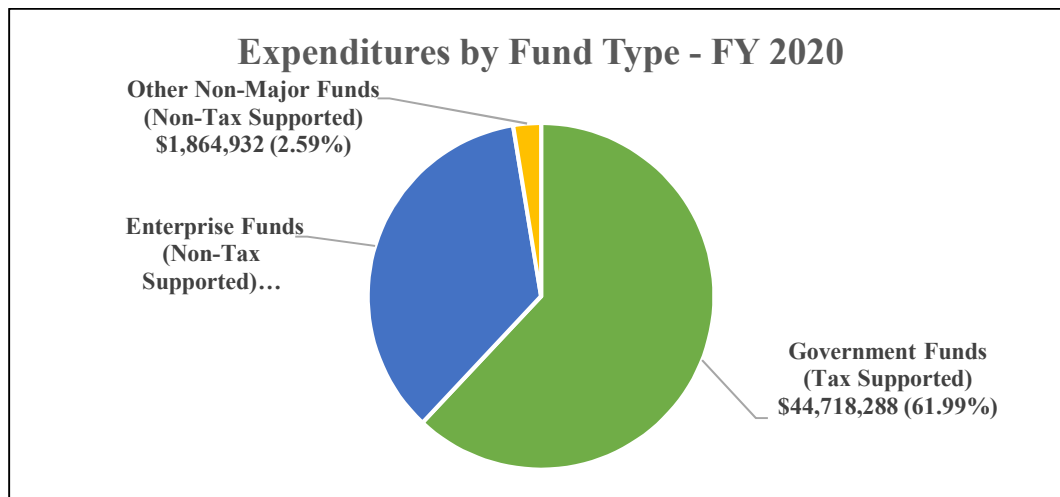
- According to the Idaho Department of Labor's May 2019 Twin Falls County Workforce Trends report, Twin Falls County had an unemployment rate of 2.4% in April 2019. This compares to the State of Idaho unemployment rate of 2.8% and a national unemployment rate of 3.6%. The unemployment rate for Twin Falls County has dropped continuously for several years: 5.6% in 2013 to 4.3% in 2014 to 3.7 in 2015 to 3.4 in 2016 to 3.0 in 2017 to 2.5 in 2018.
- Construction activity in Twin Falls continued on a similar pace in 2018 in terms of single-family building permits issued. There were 243 single family permits issued in 2018, which was the highest level since 2007. There have been 211 permits issued to- date in FY 2019, which exceeds the same period in 2018 by 40 permits to-date. If the current pace of single housing starts continues, permits will be near 2007 levels.
- There were 59 new commercial building permits issued in 2018, nearing the high of 61 in 2008, after declining significantly in 2016 and 2017. If new commercial building continues for the remainder of 2019 at a similar rate to past years, over 50 new commercial building permits will be issued in 2019.

Municipal Cost Index

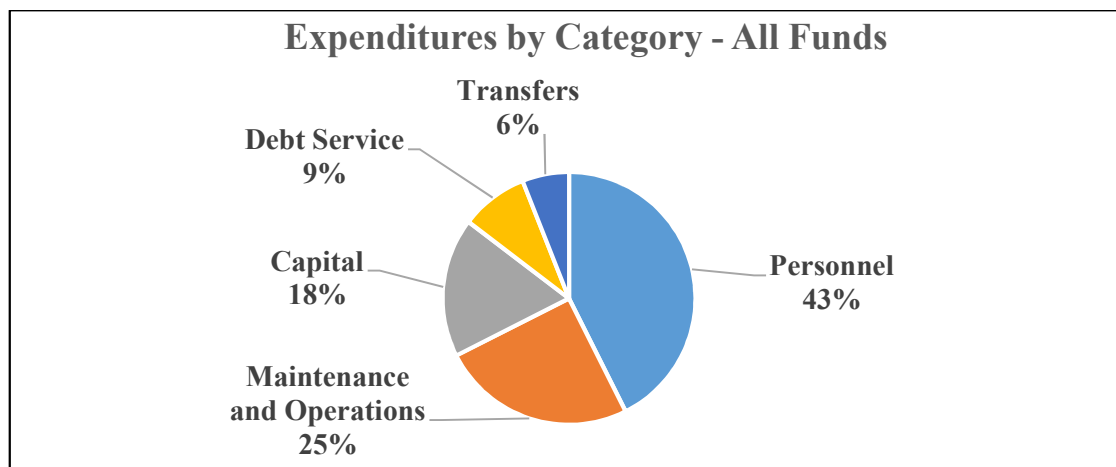
- State and local government officials rely on American City & County's Municipal Cost Index to stay on top of price trends, help control price increases for commodities, make informed government contract decisions and intelligent budget planning. The MCI draws on the monthly statistical data collected by the U.S. Departments of Commerce and Labor as well as independently compiled data to project a composite cost picture. From March 2018 to March 2018, the most recent data available, the MCI has increased 4.99 points or 2% to 252.78. The Consumer Price Index increased 1.85% during the same period.

2018 Fiscal Year Budget Summary

The combined expenditures and transfers total \$72,131,423, which is \$2,350,955 (3.37%) more than the FY 2019 budget of \$69,780,467. We are recommending Government Fund-Type expenditures, or expenditures from funds that receive property tax or shared revenue, in the amount of \$44,718,288 (increase of \$2,991,107, or 7.17%). Of this amount, \$1,934,247 is funded with cash reserves, which will be used to fund one-time capital initiatives. We are recommending Enterprise and Other Non-Major Fund-Type expenditures totaling \$27,413,135 (decrease of \$640,152, or 2.28%), which includes \$678,820 from cash reserves. The “net budget,” or total budget less transfers is \$67,806,508 for FY 2020. This is \$2,630,979 (4.04%) more than the FY 2019 total of \$65,175,529.



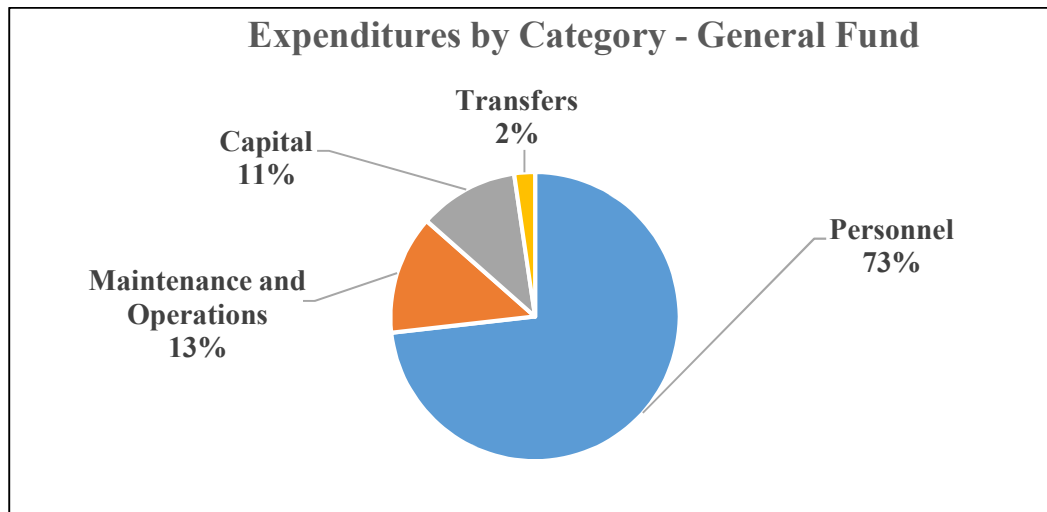
Expenditures in this budget are classified under one of five major categories – Personnel, Maintenance and Operations, Capital, Debt Service and Transfers. The graph below shows the relative percentage of FY 2020 budget expenditures for the five major categories in all funds combined.



In most government agencies, personnel costs (salaries, wages and benefits) normally represent the largest of the expenditure categories. While municipal governments also devote a large amount of their resources to personnel, the significant investment in infrastructure drives the percentage of the budget devoted to operating and capital costs higher than most other government agencies.

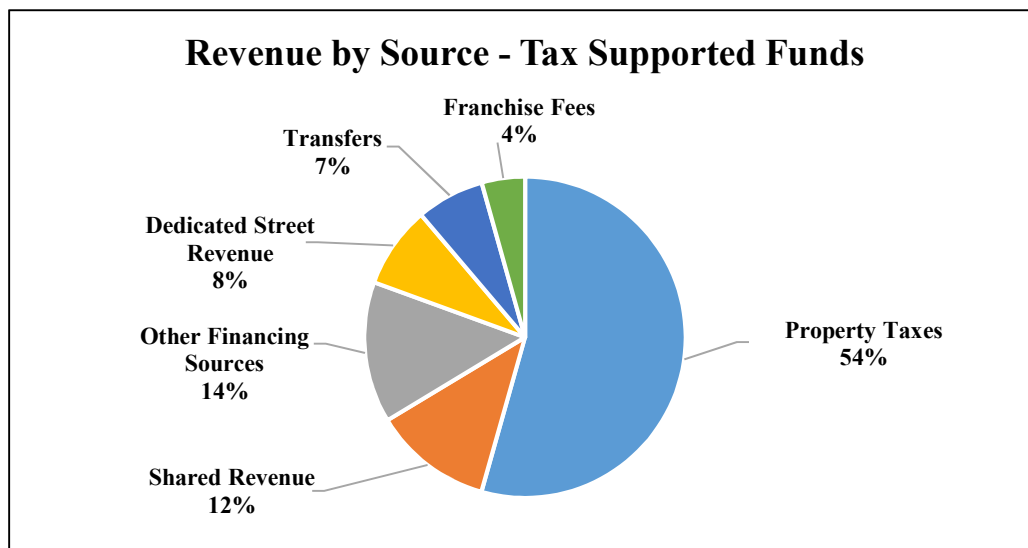
General Fund Expenditures

Using the same classification of expenditure types (less Debt Service), the relative percentages of budgeted expenditures for the General Fund are shown below. When analyzing General Fund expenses by category, Personnel costs are a much higher percentage than compared to all funds as a whole. The General Fund supports very little capital improvement when compared to all funds as a whole.



Revenues

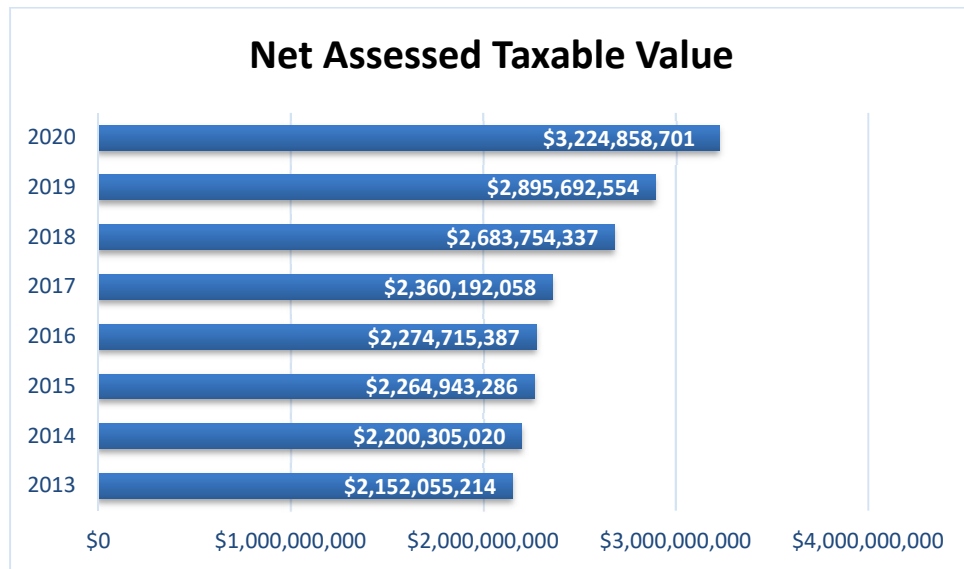
Most commonly recognized government activities are conducted through Government Funds. The Government Fund umbrella includes the following funds: General, Street, Street Light, Airport, Library, Capital Improvement, Pool, Golf, Insurance, and Fireworks. Revenues in these funds are derived from property taxes, licenses and permits, intergovernmental grants, shared revenues from the state of Idaho (sales tax, gas tax, etc.), and federal entitlements. The government funds include funding to support personnel, maintenance and operations, contractual services, equipment acquisitions, and capital construction projects.



Total Assessed Valuation

According to the Twin Falls County Assessor's Office, the City of Twin Falls' overall preliminary total taxable valuation is expected to increase by \$329,166,147, or 11.37%, from \$2,895,692,554 to \$3,224,858,701. This growth is on top of the \$211,938,217 that was realized in the prior fiscal year.

As illustrated in the table below, the taxable value used to calculate the FY 2020 tax rate for the City of Twin Falls is the largest in its history.



It is important to note the City's taxable value excludes the taxable value of the properties located in the Twin Falls Urban Renewal Agency revenue allocation areas. The entirety of the URA's properties are located in the City and have a value of \$561,553,248. Collectively, the taxable values for both the City of Twin Falls and Twin Falls Urban Renewal Agency total \$3,786,411,949. There are many factors that influence the City's total taxable value. Some of the larger factors include an increase in the base value from reappraisals performed by the Twin Falls County Assessor's Office, growth from new construction, and an increase in the State homeowner's exemption maximum allowance.

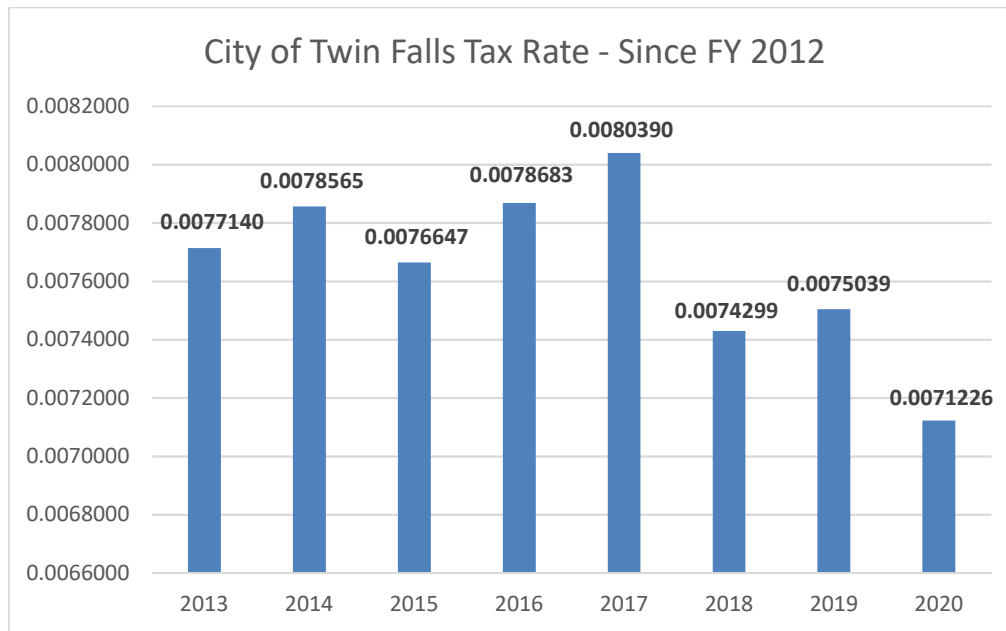
Property Tax

For FY 2020, the City of Twin Falls has a total taxable value of \$3,224,858,701, or an increase of \$329,166,147 compared to the FY 2019 value of \$2,895,692,554. The New Construction Roll for FY 2020 is \$69,771,796, which will yield \$523,559 in new property tax revenue. The Annexation Roll is \$6,069,724, which will yield an additional \$45,546. Property tax revenue derived from the New Construction and Annexation Roll is commonly referred to as the "growth formula."

The FY 2020 budget relies on property taxes to raise 52% of the funds needed to support municipal operations in the Government and Tax Supported Funds. The budget includes a 3% statutory increase and an estimate for growth. We anticipate total property tax collections for FY 2020 to be \$23,265,170, an increase of \$1,230,154 compared to FY 2019 collections of \$22,035,016.

Over the last ten fiscal years, the City's tax rate fluctuated significantly, ranging from a high of \$7.86 per \$1,000 (FY 2014 and 2016) of taxable value to a low of \$6.59/\$1,000 (FY 2010) of taxable value. The average of the tax rate assessed over the course of the last seven fiscal years (2013-2019) is \$7.72/\$1,000 in taxable value. It is important to recognize the tax rate does not necessarily indicate an individual's tax burdens. The tax rate is simply a multiplier used to determine a property owner's proportionate share of

property tax liability. It is a fraction of a local government's total property tax collections divided by the total taxable value of that local government unit.

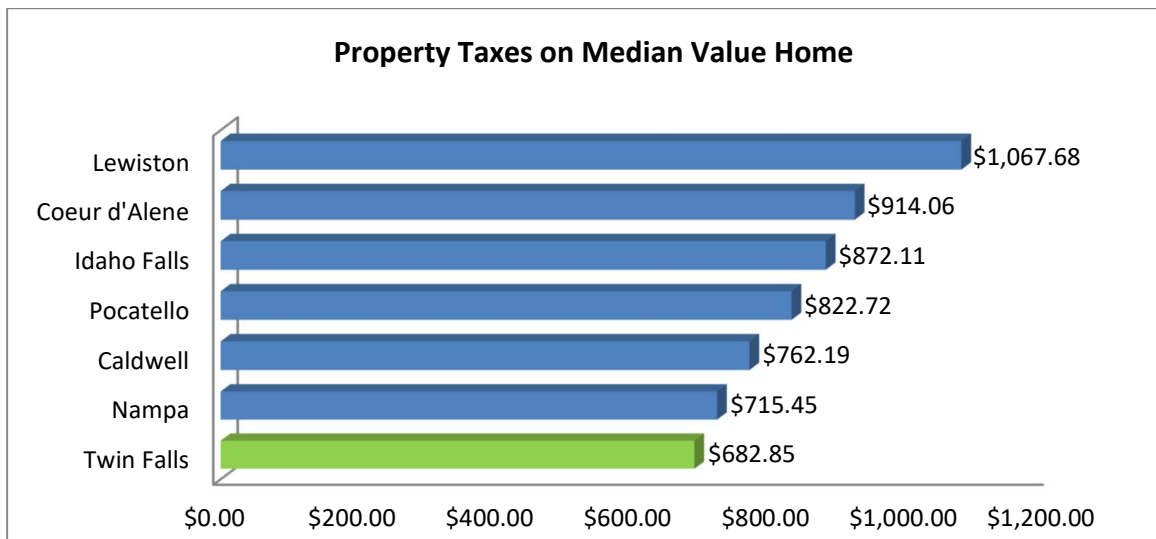


How does our Tax Rate compare to the other, large full-service Idaho cities?

We are often asked the question, “how does our tax rate compare?” The table and graph provided below are intended to provide an approximate answer to that question. Although only intended to be a rough illustration, the table and graph represent the amount of property tax paid on a median-valued, owner occupied home in each of the larger, full-service cities in Idaho. The information used in the table was collected from the Associated Taxpayers of Idaho’s 2018 Levy Book (tax rate) and Zillow.

	Total Taxes	2018 Median Property Value	FY 2019 TR
<i>Lewiston</i>	\$1,067.68	\$209,000	0.0097952
<i>Coeur d'Alene</i>	\$914.06	\$284,000	0.0049677
<i>Idaho Falls</i>	\$872.11	\$182,000	0.0095836
<i>Pocatello</i>	\$822.72	\$144,000	0.0114267
<i>Caldwell</i>	\$762.19	\$185,000	0.0082398
<i>Nampa</i>	\$715.45	\$196,000	0.0073005
<i>Twin Falls</i>	\$682.85	\$182,000	0.0075039

Note: Idaho’s median value of an owner occupied home for this same period of time was \$266,400.

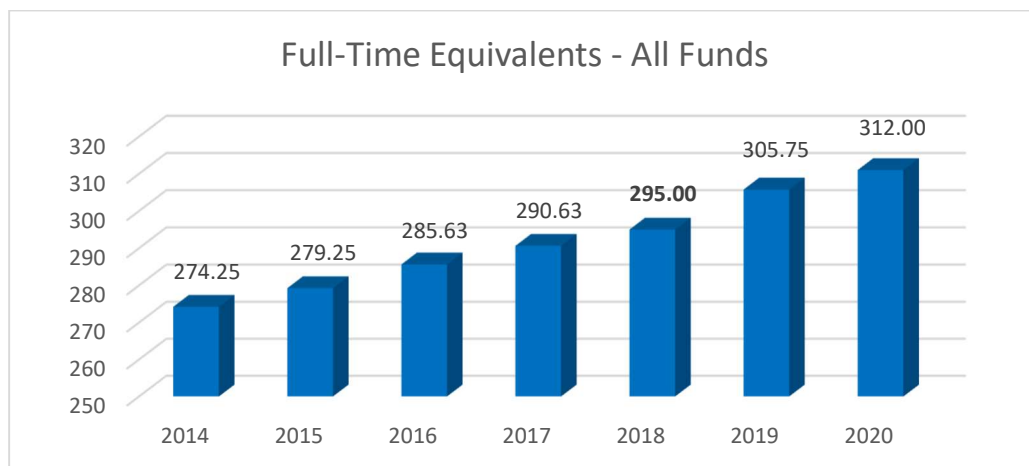


For the purposes of this analysis, the cities of Boise and Meridian were intentionally excluded because they are not directly responsible for the transportation systems in their communities; that responsibility lies primarily with the Ada County Highway District (ACHD). ACHD is an independent taxing authority specifically created for the purpose of maintaining the transportation system in these communities. For FY 2020, the Street Fund budget for the City of Twin Falls is \$5,874,240, or approximately 13% of the total tax supported funds.

Personnel

The City of Twin Falls has a philosophy of adding full-time employees only when “need” and “sustainability” can be demonstrated. Based on updated US Census data for 2018, the City of Twin Falls has a population of 49,764. Based on that estimate, the City of Twin Falls has six employees per 1,000 of population. However, as the regional and urban center for a geographic area having a population of approximately 250,000, the City’s daily census population grows to an estimated population of 85,000. This causes the number of City employees per 1,000 of population to drop to less four.

The City of Twin Falls currently has a total of 311.75 full-time professionals working to deliver services to the citizens of Twin Falls. The FY 2020 budget adds a net total of 0.25 full-time equivalent (FTE) positions to assist with increased workloads and to meet the service delivery demands of our citizens and partners.



In some cases, funds for new positions in the FY 2020 budget are a result of modifying existing contracts for service with external/private partners or a reallocation of project or operating funds. In these instances,

the positions do not represent new costs to the organization. The total number of positions allocated in the FY 2020 recommended budget bring the City of Twin Falls total FTE count to 312.

The other expenditures associated with personnel in the FY 2020 budget:

- Provides for performance-based adjustment for all employees (3%)
- Moves the City's compensation table (3%)
- Increased funding for health care insurance (5%)

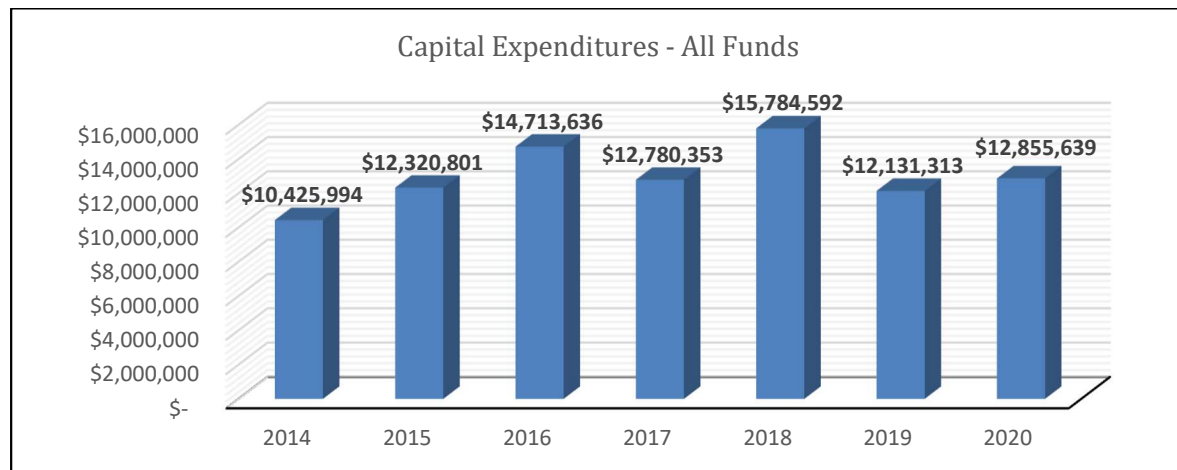
Capital Fund and Total Capital Investment

The City of Twin Falls owns and maintains a diverse collection of assets and facilities, which include:

- 103 buildings and structures throughout Twin Falls, ranging from the Magic Valley Regional Airport to administrative buildings; from police and fire stations to water delivery and treatment structures;
- 1,476 acres of open spaces and developed park lands, including world-class amenities such as Auger Falls, Shoshone Falls and Dierkes Lake;
- 640 lane miles to maintain.

A small sampling of the capital initiatives that have been funded in this budget include: making improvements to our water, wastewater and transportation systems; improving our trail systems; making miscellaneous park improvements; rotating our fleet, vehicles, machinery and equipment; improvements to the city's golf course; and repair and replacement of sidewalks.

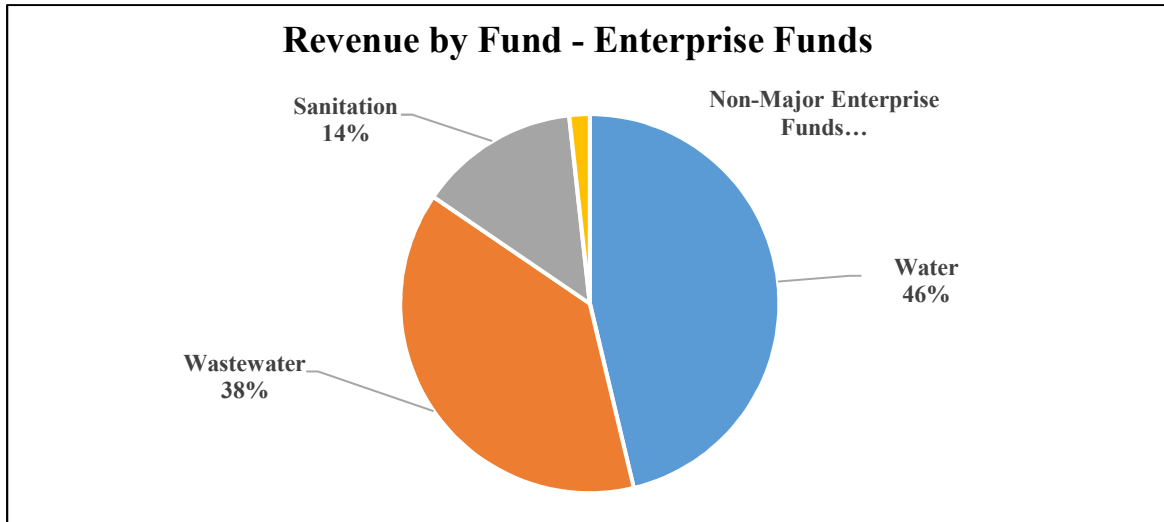
As demonstrated by the partial list above, the ongoing development, expansion, maintenance, and repair of these capital assets is necessary, recognizing the critical value of civil infrastructure to the economic, aesthetic, and functional viability of the City. For accounting purposes and based on best practices recommendations of the Government Finance Officers Association (GFOA), the City of Twin Falls capitalizes acquisitions and improvements that are durable and in excess of \$5,000. In total, the FY 2020 budget allocates \$12,855,639 to fund needed, critical and desired capital improvements and community amenities. In FY 2019, the City of Twin Falls budgeted a total of \$12,131,313 for capital improvements. The FY 2020 allocation is an increase of \$724,326, or 5.97%.



As illustrated in the graph above, the City of Twin Falls has budgeted \$91,012,328 for capital improvements since 2014. In addition (not included in graph), since 2012, \$57,302,056 has been spent on the Wastewater Treatment Plant Improvement (\$45,570,000), City Hall (\$7,575,948), and Public Safety Complex (\$4,156,108) projects.

Major Enterprise Fund Revenues

Enterprise Funds account for \$25.36 million (36.2%) of the \$70.06 million total revenues budgeted in the FY 2020 budget. Enterprise Fund reserves equal \$.64 million of the \$2.6 million total for all funds, which brings total funding for Enterprise Funds to \$26 million (35.8%) of the \$72.68 million total. The majority of revenues, or almost 92.5%, are from user fees. The remaining revenue sources include investment earnings, inter-fund transfers, and miscellaneous income.



Water Fund

The Water Fund supports the following water-related activities: water supply, water distribution, pressurized irrigation, and utility billing. For FY 2020, water rates increased by 1%. The average water user (18,000 gallons) will see an increase of \$.41 per month and \$4.93 per year. Revenue projections estimate \$11,733,738 in the Water Fund, which represents an increase of \$39,827 (.34%) compared to the FY 2019 total of \$11,693,910.

Wastewater Fund

The Wastewater Fund is used to support all wastewater services provided by the City of Twin Falls, namely wastewater collection and wastewater treatment. For FY 2020, wastewater rates increased by 1%. The average residential customer who sends up to the maximum cap 12,000 gallons will see an increase of \$.30 per month and \$3.58 per year. Revenue projections estimate \$9,704,742 in the Wastewater fund, which combined with reserves of \$200,000, equals \$9,904,742 in total funding. This represents a decrease of \$37,137 (.37%) compared to the FY 2019 total of \$9,941,879.

Sanitation

The City's Sanitation Fund supports the City's sanitation and recycling programs. For FY 2020, sanitation rates increased by 4.9%. The average monthly bill paid by the City's residential customers will increase by \$.90 from \$18.44 to \$19.34, or \$10.80 for the year. Revenue projections estimate \$3,479,201 in the Sanitation Fund, which represents an increase of \$170,726 (5.16%) compared to the FY 2019 total of \$3,308,475.

Incorporation of the City's Foregone Balance

Over the past several years, considerable time has been spent illustrating the cost-benefit analysis of using the City's foregone balance. Section 63-802 (e) of the Idaho Code states, "...In the case of a non-school district for which less than the maximum allowable increase in the dollar amount of property taxes is certified for annual budget purposes in any one (1) year, such a district may, in any following year, recover the foregone increase by certifying, in addition to any increase otherwise allowed, an amount

not to exceed one hundred percent (100%) of the increase originally forgone.” Each year the City has elected not to take the statutory maximum increase has impacted the amount of revenue available in the following fiscal year. Simply, the base by which the three percent is calculated is smaller.

The City’s forgone balance is only permitted for as long as the laws on this topic remain unchanged. State legislators have discussed the need to change foregone balance laws in each of the last several legislative sessions. For now, recovering past foregone increases is still an option for cities in Idaho. The decision to incorporate all, or a portion, of the City’s forgone balance remains with the City Council.

The City of Twin Falls has had a forgone balance since the adoption of the 2009-2010 fiscal year budget. The forgone balance grew to a high of \$2,186,253 in FY 2017 and FY 2018. Each year the Council elected not to take the statutory allowed increase, the forgone balance increased. The table below illustrates the changes to the City’s forgone balance since FY 2010.

	Amount/year	Cumulative Amt.
FY 2010	\$539,902.00	\$539,902.00
FY 2011	\$476,376.00	\$1,016,278.00
FY 2012	\$463,422.00	\$1,479,700.00
FY 2013	-\$1,123.00	\$1,478,577.00
FY 2014	\$8,630.00	\$1,487,207.00
FY 2015	\$395,464.00	\$1,882,671.00
FY 2016	\$266,548.00	\$2,149,219.00
FY 2017	\$37,034.00	\$2,186,253.00
FY 2018	\$0.00	\$2,186,253.00
FY 2019	-\$770,000.00	\$1,416,284.00
FY 2020	\$0.00	\$1,416,284.00

During the creation of the FY 2019 budget, the Council had extensive discussions about funding Council priority capital projects with foregone revenue. At the conclusion of these discussions, the Council elected to incorporate a portion of the foregone balance into the FY 2019 budget. That budget included \$770,000 for the completion of three sidewalk construction projects and two street overlay projects. Those projects are currently underway.

The proposed FY 2020 budget does not include the recovery of any additional foregone balance. However, the \$770,000 that was recovered in FY 2019 has been set aside in the proposed FY 2020 budget to fund additional Council priority capital projects. During the creation of the proposed FY 2020 budget, the Council discussed various capital projects and provided direction regarding their priorities for the \$770,000. The proposed FY 2020 budget includes the following Council priority capital projects:

- The purchase of pedestrian barricades for use during parades and special events - \$70,000
- Finalization of the funding for the Downtown Archway project - \$150,000
- Planning and Engineering contract services funding to redesign the Shoshone Falls/Dierkes Lake Park access road - \$300,000
- Sidewalk projects to improve routes to schools (we’ll work with the School District to identify the specific projects) - \$250,000

How much more will City Services Cost?

Over the last ten fiscal years, the City's tax rate fluctuated significantly, ranging from a high of \$7.86 per \$1,000 (FY 2014 and 2016) of taxable value to a low of \$6.59/\$1,000 (FY 2010) of taxable value. The average of the tax rate assessed over the course of the last seven fiscal years (2013-2019) is \$7.72/\$1,000 in taxable value. It is important to recognize the tax rate does not necessarily indicate an individual's tax burdens. The tax rate is simply a multiplier used to determine a property owner's proportionate share of property tax liability. It is a fraction of a local government's total property tax collections divided by the total taxable value of that local government unit.

	FY 2019 Adopted Budget	FY 2020 Proposed Budget	Variance
Property Tax	Tax Rate of: \$7.50/\$1,000	Tax Rate of: \$7.12/\$1,000	Tax Rate of: -\$.38/\$1,000
Median Valued Home of an owner-occupied home: \$182,000 in FY 2019 \$205,000 in FY 2020	\$682.85 <i>(annual)</i> \$56.90 <i>(monthly)</i>	\$747.87 <i>(annual)</i> \$62.32 <i>(monthly)</i>	\$65.02 <i>(annual)</i> \$5.42 <i>(monthly)</i>
Utility Bills			
Average Residential Customer Consumption of:			
<i>Water - 18,000 gallons</i>	\$51.85	\$52.26	\$0.41
<i>Sewer - 12,000 gallons</i>	\$29.84	\$30.14	\$0.30
<i>Sanitation & Recycling</i>	\$18.44	\$19.34	\$0.90
Monthly Total of Property Tax and Utility Bills	\$157.03 <i>monthly</i>	\$164.06 <i>monthly</i>	\$7.03 <i>monthly</i>

Approval

There is no approval at this point in the process.

Budget Impact:

There are no current budgetary or financial impacts from the conversation. From this process, we will establish the budget for FY 2019.

Regulatory Impact:

There is no regulatory impact.

Attachments

Recommended Budget for FY 2020 can be found online.



Date: Monday, August 5, 2019
To: Planning and Zoning Commission
From: Planning and Zoning Department

ACTION ITEM

Request:

ACTION ITEM: Request to approve an amendment to the Perrine Point PUD #251 to allow multi-family units, amend landscaping requirements, and update the Pressure Irrigation agreement on property located at the NW corner of Falls Ave W. and Grandview Dr. N. c/o EHM Engineers, Inc. on behalf of Tres Gringos, LLC (PZ19-0048) & the approval of the Perrine Point Pressure Irrigation Development Agreement.

Time Estimate:

15-20 minutes between staff and the applicant.

Background:

On July 9th, 2019, the Planning & Zoning Commission forwarded a unanimous positive recommendation to the Council.

Approval Process:

Per Twin Falls City Code 10-6-1.7 Approval of a ZDA Sub-District requires a preliminary presentation to the Planning and Zoning Commission for a review of the proposed changes. The Commission is allowed and may grant the public the ability, to ask questions and give suggestions to the applicant about the proposed project during the preliminary presentation. A public hearing shall be held before the Commission for a recommendation to the Council to amend the zoning district and the zoning map, amend with recommendations or deny the request.

Budget Impact:

The current Fiscal Year Budget has allocated funds to construct the Pressure Irrigation station. For further information please see the attached Staff Report on the Development Agreement.

Regulatory Impact:

If approved this request would change the development entitlements for the properties governed by the Perrine Point PUD # 251, to allow the requested amendments.

History:

Both the Perrine Point PUD and Plat were recorded in May 2008.

Analysis:

This is a request for a PUD Amendment for the Perrine Point PUD #251, located at the NW corner of Falls Ave. W. and Grandview Dr. N.

There are three general land-use changes to the PUD the applicant is requesting to allow;

1. Multiple attached units and buildings within the area identified as R-6 B Zone on the amended Master Development Plan.
2. Remove the perimeter landscaping requirement for all zones and revert any landscaping requirements to the

underlying zoning district

3. Amend the Pressure Irrigation Development agreement by relocating PI infrastructure from the southeastern portion to the western portion of the development.

The developer also requested there be five foot (5') wide attached rolled curb sidewalks for all internal pedestrian circulation within the R-6 B Zone. The PUD also currently prohibits chain-link fencing within the boundaries of the PUD. This amendment would allow for chain-link fencing with privacy slats to surround the pressure irrigation pump station, and then through a written agreement, it would be allowed in the zoned designated as Neighborhood Commercial (NCO) on the amended master development plan.

Per the City Engineering Department, the requirement for the development of the traffic signal at Falls Ave W and Grandview Dr. N. was removed. The purpose of this is to allow Impact Fees to be utilized to fund the future development of the traffic signal at the proper time in the future.

City staff has worked extensively with the applicant and the representatives to get the language of the proposed amendments to meet city code and policies while also allowing the applicant to develop the property as they desire.

On July 9th, 2019, the Planning & Zoning Commission unanimously recommended approval of this request. During the hearing, a discussion of amendment #3 showed that the language was not clear enough to convey the applicant's intent. Staff had follow-up discussions with the applicant, and the language presented tonight is more clear and specific to the applicant's requests.

In addition to the PUD Amendment request, there is a new Pressure Irrigation Development Agreement that is required. The PUD Amendment removes the requirement for the Pressure Irrigation station and the new agreement, if changes in the future are needed, would not require another PUD amendment.

The change comes as the City's needs have changes and new methods for larger storage have prove more beneficial to the overall system for users and the Canal Company.

When constructed, the Pressurized Irrigation Station would allow the City to convert Rock Creek Trail Estates Subdivision, Castlewood Subdivision, and West Haven Subdivision, from potable water irrigation to pressurized irrigation.

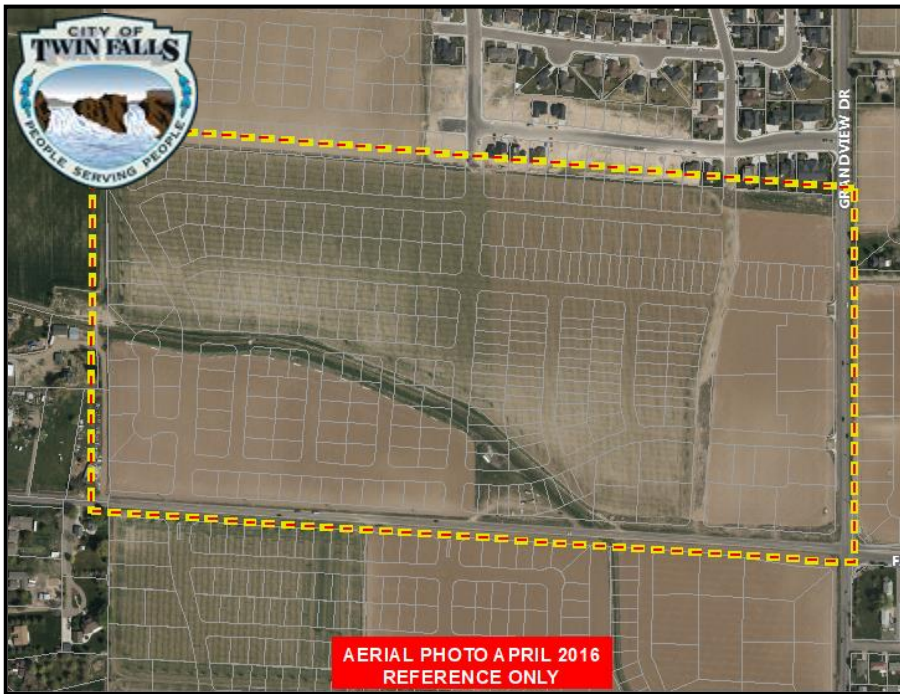
Conclusion:

Should the Council approve this request, staff recommends the following condition(s):

1. Subject to continued compliance with all local, state, and federal code requirements and other standards as applicable.
2. Subject to the approval of changes to Amendment #3 of the Proposed Draft PUD Amendment.

Attachments:

1. PZ19-0048 PUD Amendment Staff Report
2. 1 - Vicinity
3. 2 - Narrative
4. 3 - Site Plan
5. 4 - Amended Master Development Plan
6. 5 - Road Section
7. 6 - Elevations
8. 7 - Photos
9. 8 - Draft PUD Addendum
10. Pressure Irrigation Agreement Staff Report
11. PRESSURE IRRIGATION DEVELOPMENT AGREEMENT 7-30
12. Perrine Point PUD recorded 05-14-08 (#251)



Comprehensive Staff Report

To: City Council

Presenter: Steve O'Connor, City Planner

Request: to **Amend** the Perrine Point PUD #251 to allow multi-family units, amend landscaping requirements, and update the Pressure Irrigation agreement on property located at the NW corner of Falls Ave. W. and Grandview Dr. N.

Application: PZ19-0048

Applicant:

Tres Gringos, LLC

c/o EHM Engineers, Inc

621 North College Rd., Ste 100

Twin Falls, ID 83301

208.734.4888

gmartens@ehminc.com

Public Hearing: Monday, August 5th, 2019

Analysis

This is a request for a PUD Amendment for the Perrine Point PUD #251, located at the NW corner of Falls Ave. W. and Grandview Dr. N.

There are three general land-use changes to the PUD the applicant is requesting to allow;

1. Multiple attached units and buildings within the area identified as R-6 B Zone on the amended Master Development Plan.
2. Remove the perimeter landscaping requirement for all zones and revert any landscaping requirements to the underlying zoning district
3. Amend the Pressure Irrigation Development agreement by relocating PI infrastructure from the southeastern portion to the western portion of the development.

The developer also requested there be five foot (5') wide attached rolled curb sidewalks for all internal pedestrian circulation within the R-6 B Zone. The PUD also currently prohibits chain-link fencing within the boundaries of the PUD. This amendment would allow for chain-link fencing with privacy slats to surround the pressure irrigation pump station, and then through a written agreement, it would be allowed in the zoned designated as Neighborhood Commercial (NCO) on the amended master development plan.

Per the City Engineering Department, the requirement for the development of the traffic signal at Falls Ave W and Grandview

Dr. N. was removed. The purpose of this is to allow Impact Fees to be utilized to fund the future development of the traffic signal at the proper time in the future.

City staff has worked extensively with the applicant and the representatives to get the language of the proposed amendments to meet city code and policies while also allowing the applicant to develop the property as they desire.

On July 9th, 2019, the Planning & Zoning Commission unanimously recommended approval of this request. During the hearing, a discussion of amendment #3 showed that the language was not clear enough to convey the applicant's intent. Staff had follow-on discussions with the applicant, and the language presented tonight is more clear and specific to the applicant's requests.

History

Both the Perrine Point PUD, and Plat were originally recorded in May 2008.

Comprehensive Plan Compliance

The 2016 Comprehensive Plan "Grow with Us" designates this area as "Town Neighborhood" and "Neighborhood Commercial." Staff has determined the request complies with the comp plan as the request fits these designations.

Approval Process

Per Twin Falls City Code 10-6-1.7

Approval of a ZDA Sub-District requires a preliminary presentation to the Planning and Zoning Commission for a review of the

proposed changes. The Commission is allowed and may grant the public the ability, to ask questions and give suggestions to the applicant about the proposed project during the preliminary presentation. A public hearing shall be held before the Commission for a recommendation to the Council to amend the zoning district and the zoning map, amend with recommendations or deny the request.

Applicable Regulations or Codes

Per City Code 10-6-1.6: An amendment to a PUD shall follow the same process as initial approval.

Per City Code 10-4-6: Each building shall be located on its own lot.

Perrine Point PUD: The proposed amendments constitute a significant departure from the original PUD.

Conclusion

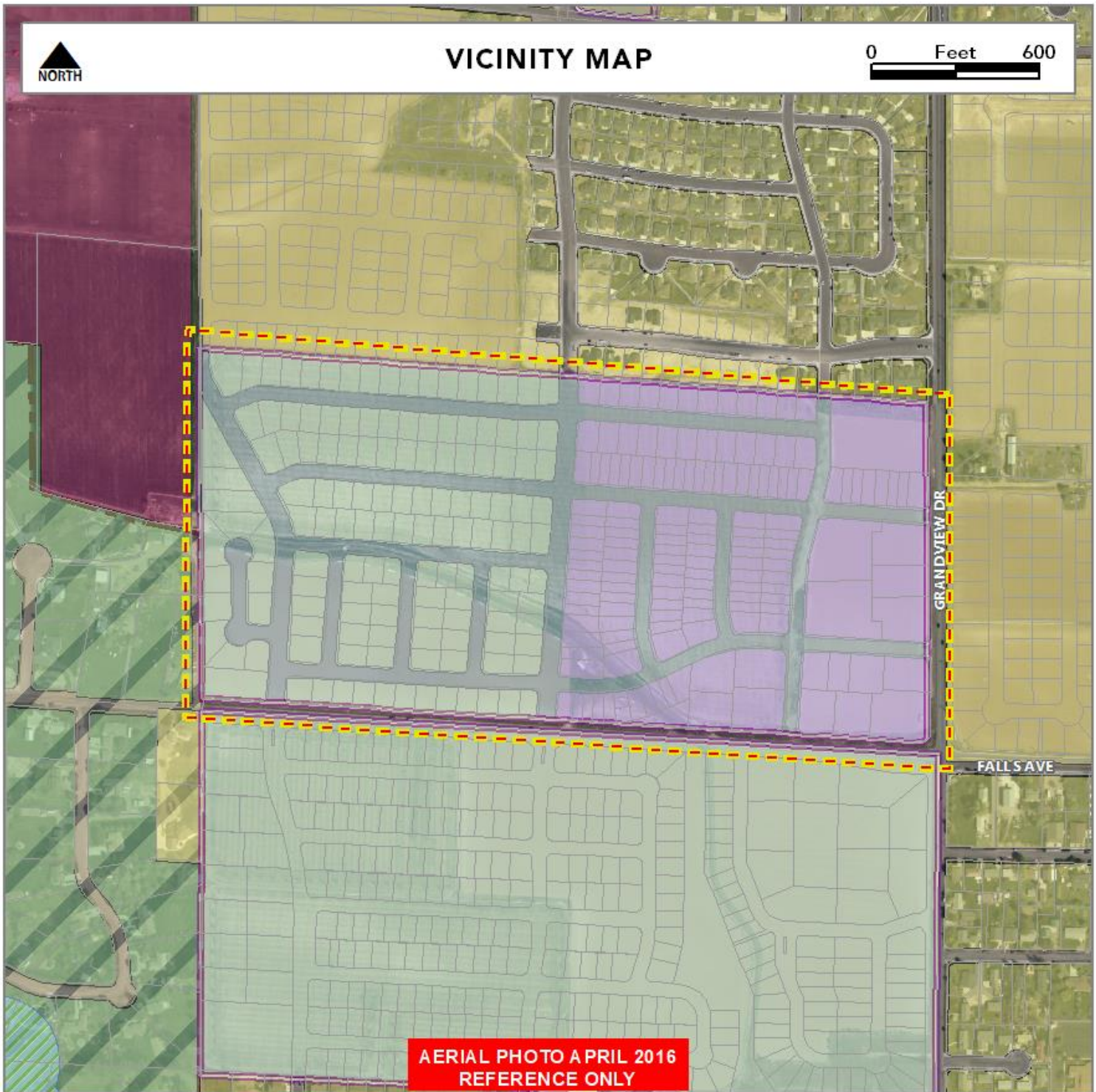
Should the Council approve this request, staff recommends the following condition(s):

1. Subject to continued compliance with all local, state, and federal code requirements and other standards as applicable.
2. Subject to the approval of changes to Amendment #3 of the Proposed Draft PUD Amendment.

Public Hearing: Monday, August 5th, 2019

Attachments

1. Vicinity Map
2. Narrative
3. Site Plan
4. Amended MDP
5. Road Section
6. Elevations
7. Photos
8. Draft PUD Amendment
9. 7-9-19 P&Z Minutes



- CRO
- R-4
- PUD
- R-6
- R-1 VAR
- SUI
- R-2
- AOI

Current Zoning: R-6 & R-2 PUD
Comprehensive Plan: Town Neighborhood

Existing Land Use: Vacant
Proposed Land Use: Residential and Neighborhood Commercial

Surrounding Zoning Designations & Land Use(s)

North: R-2; Residential

East: Grandview Dr. N.; R-2; Residential

South: R-2 PUD; Residential/Vacant

West: R-1 VAR & SUI Aol; Residential & Vacant

Applicable Regulations

Narrative For
Perrine Point
Planned Unit Development Amendment

3.a. The Owners of the property are requesting to amend the PUD Agreement for Perrine Point, PUD in order to allow for an R-6 B Zone, Residential Multi-family in the area designated on the amended master plan. In addition, the Owners of the property request certain provisions of the PUD be amended to modify sidewalk and parking requirements within the R-6 B Zone as well as amend landscaping and yard requirements throughout the planned unit development to be harmonious with the underlying zone per City Code. Also included in the request is an amendment to certain provisions negotiated with City staff to facilitate the construction of a regional pressure irrigation station and fencing requirements which will be a benefit to the City in the construction of that station as required by the PUD.

3.c. & d. This change should realize no negative effects for the immediate or adjacent properties as this area is within the interior of the platted subdivision and is the first phase of the development of the overall land holdings. This property was platted for higher density residential development and the proposed changes do not change the overall density allowed by the PUD. Land to the north of the proposed area of change within the development has been left as originally approved and presented to the neighboring property owners.

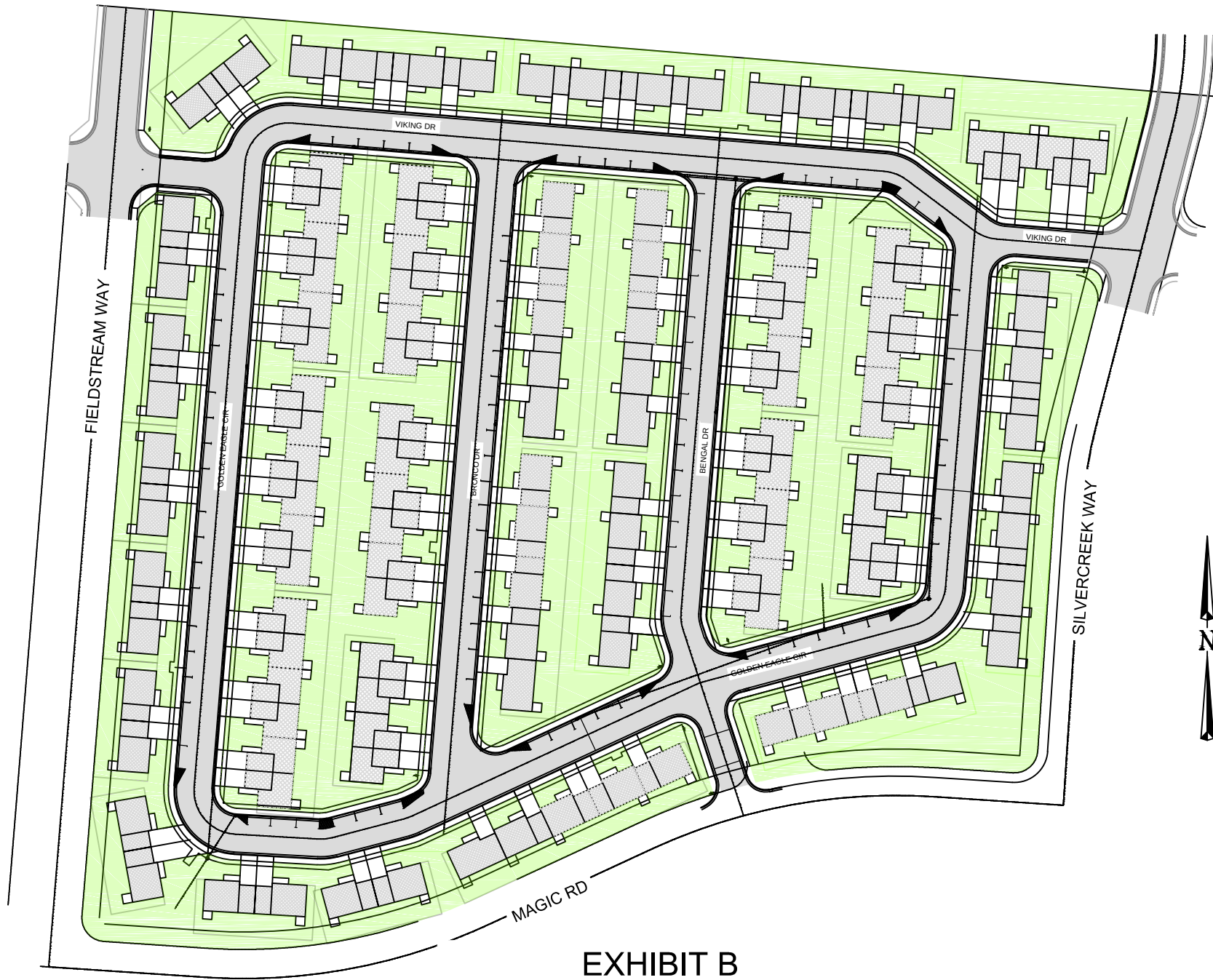
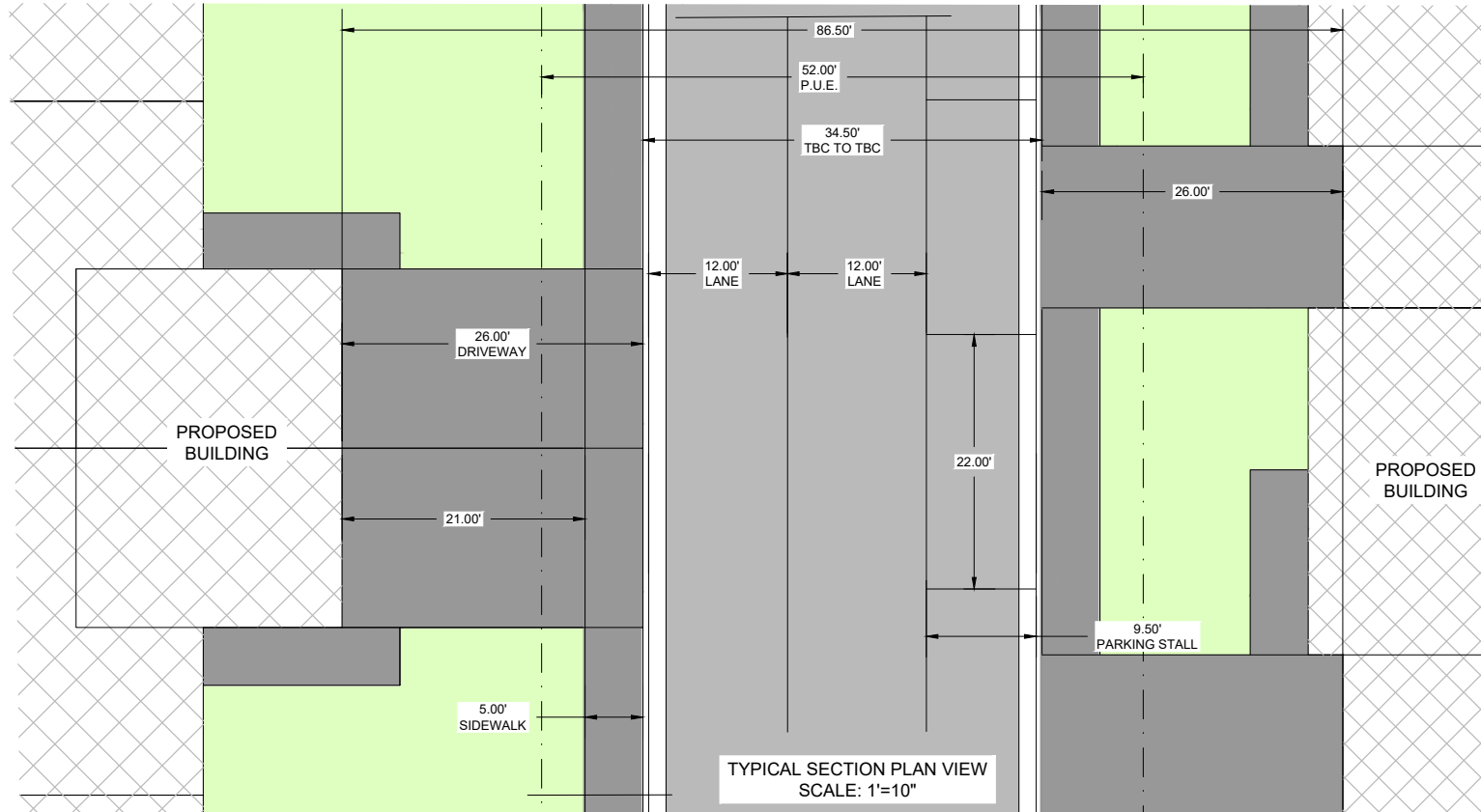


EXHIBIT B
ZONE R-6 B Master Plan



CONNECT ENGINEERING
1150 Holladay Dr., Idaho Falls, ID 83401
208.881.8590

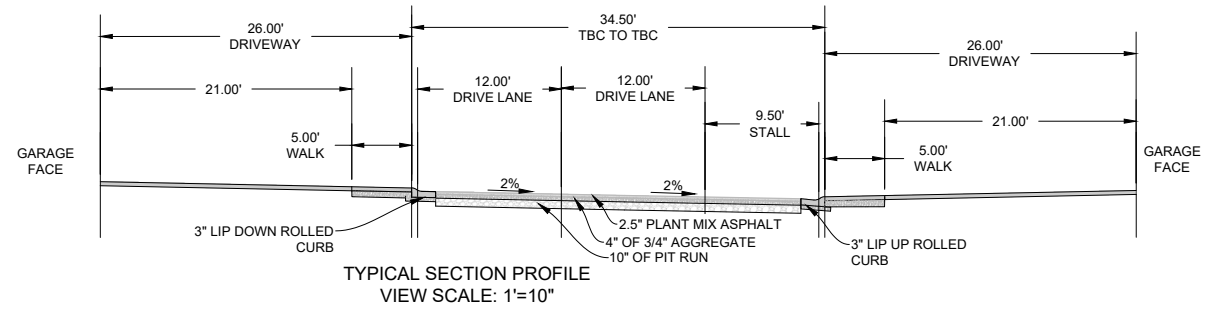
DRAWN BY	CHECK BY
TNP	BDJ
JOB NO.	2018-046
DATE	May 31, 2019

SHEETNAME	TYPICAL SECTION
PROJECT	SCENIC WEST TOWNHOMES
LOCATION	TWIN FALLS, IDAHO

DATE	
REVISIONS	

SHEET	1
OF	1
SHEETS	

- NOTE:**
1. SLOPE IN DRIVEWAY VARIES WITH MINIMUM OF 2% SLOPE
 2. SCALE FOR 11"X17" PAPER ONLY







SE Corner looking NW



NE Corner looking SE



NW Corner Looking SE



SE Corner looking NW

AMENDMENT TO MIXED USE RESIDENTIAL/NEIGHBORHOOD
COMMERCIAL
PLANNED UNIT DEVELOPMENT AGREEMENT
FOR
PERRINE POINT, P.U.D.

This Amendment Agreement is made and entered into as of the _____ day of _____, 20____, by and between the **CITY OF TWIN FALLS**, a Municipal Corporation (hereinafter called "City") and **TRES GRINGOS, LLC**, An Idaho limited liability company (hereinafter called "Developer"), whose address is P.O. Box 5179, Twin Falls, Idaho, 83303.

RECITALS:

WHEREAS, the City and Developer entered into a Mixed Use Residential/Neighborhood Commercial Planned Unit Development Agreement for the development of Perrine Point, P.U.D. dated May 14, 2008;

WHEREAS, the Planned Unit Development agreement specifies the areas to be developed within Perrine Point, P.U.D.;

WHEREAS, Tres Gringos, LLC, has requested a PUD agreement modification to allow for modifications within portions of the R-6 Residential Multi-Household District for allowance of multi-family attached residential units and modifications to the development standards within the R-6 Residential Multi-Household District and Neighborhood Commercial District;

WHEREAS, the city, at a meeting of its City Council held on _____, 2019 considered and approved the proposed PUD agreement amendment to allow for the modifications within portions of the R-6 Residential Multi-Household District for approval of multi-family attached residential units and modification to the development standards within the R-6 Residential Multi-Household District and Neighborhood Commercial District and consented to their inclusion in the Planned Unit Development agreement, subject to certain terms and conditions hereinafter specified; and

WHEREAS, the parties hereto now desire to amend the above referenced Planned Unit Development agreement to allow for multi-family attached residential units and modification to the development standards within the R-6 Residential Multi-Household District and Neighborhood Commercial District at Perrine Point, P.U.D.;

NOW, THEREOF, the parties hereto, agree to modify the PUD agreement as follows:

1. To allow multiple buildings on one lot and multi-family attached residential units within the area so proposed and identified as R-6 B Zone, Residential Multi-Household District B on the amended Master Plan (Exhibit A) within the R-6 Residential Multi-Household District.

Amendment to Mixed Use Residential/Neighborhood Commercial Planned Unit Development Agreement
Perrine Point, P.U.D.

2. To allow a 5 foot wide attached sidewalk and rolled curb on both sides of the private drive within the area so proposed and identified as R-6 B Zone, Residential Multi-Household District B on the amended Master Plan within the R-6 Residential Multi-Household District.
3. Along with the on-street parking included on the attached Exhibit B to require each living unit to have sufficient space for a one-car garage and driveway sufficient in size to accommodate one car within the area so proposed and identified as R-6, Residential Multi-Household District B on the amended Master Plan within the R-6 B Zone, Residential Multi-Household District B.
4. To amend Section F.b. of the PUD Agreement to remove and replace paragraph one as follows:
Landscaping. Perimeter landscaping along public right of way to be the same as the underlying district.
5. To amend Section F.c. of the PUD Agreement to remove and replace paragraph three as follows:
Chain link fence with privacy strips is not allowed within any residential area of the PUD. The Pressure Irrigation Station, however, may utilize a chain link fence with privacy strips to screen the pressure irrigation station infrastructure. Chain link fence with privacy strips within the NCO portion of the PUD will only be allowed through written permission of the Homeowner's Association or as agreed upon between the Developer and lot owner(s) through a written agreement.
6. To strike section Section F.g. of the PUD Agreement from the agreement in its entirety, contingent on the execution of a Pressure Irrigation Development Agreement between the Developer and the City. Failure to execute the Pressure Irrigation Development Agreement results in Section F.g. remaining in its entirety.
7. To amend Section 10-4-21.3(E)1. to remove and replace the entire language as follows:
Nonresidential Uses: Same as the underlying district.
8. To amend Section 10-4-21.3(G)1.b. to remove and replace the entire language as follows:
Landscaping setbacks shall be the same as the underlying district.
9. To strike Section D.h. of the PUD Agreement from the agreement in its entirety.

IN WITNESS WHEREOF, this Addendum Agreement has been executed on the day and year first above written.

City of Twin Falls,
a Municipal Corporation

Tres Gringos, LLC,
an Idaho Limited Liability Corporation

By: _____
Shawn Barigar, Mayor

By: _____
Gerald Martens, Member

Amendment to Mixed Use Residential/Neighborhood Commercial Planned Unit
Development Agreement
Perrine Point, P.U.D.

STATE OF IDAHO)
 :ss.
COUNTY OF TWIN FALLS)

On this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared Shawn Barigar, Mayor of Twin Falls, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing at _____, Idaho
My commission expires:_____

STATE OF IDAHO)
 :ss.
COUNTY OF TWIN FALLS)

On this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared Gerald Martens, to me personally known who, being by me duly sworn, did for himself say that he is the Member for that certain company known as Tres Gringos, LLC, an Idaho limited liability company, and that the within instrument was executed by him, for and on behalf of said limited liability company.

Notary Public
Residing at:_____
My commission expires:_____



Date: Monday, August 5, 2019
To: Honorable Mayor and City Council
From: Lee Glaesemann, Staff Engineer

Background:

In 2008, a Planned Unit Development (PUD) Agreement was approved for the Perrine Point Subdivision. The agreement included the dedication of 3 lots and \$50,000 from the developer for a regional Pressurized Irrigation (P.I.) Station to be constructed by the City. Through negotiations between City Staff and the Developer, it was determined that the needs of the City and Developer would be better served to relocate the PI Station to another larger location within the Perrine Point Subdivision. The 3 lots described in the PUD agreement consist of approximately 15,637 sq. ft. and the proposed parcel consists of approximately 35,361 sq. ft. This larger lot will allow the City to construct larger irrigation storage. Experience from the last 20 years of pressurized irrigation within the City has indicated that larger storage improves sediment removal from the irrigation water, provides a better buffer for the varying user demands, and has less negative impacts to the Twin Falls Canal Company supply system.

Under the proposed agreement, instead of dedicating 15,637 sq. ft. of property and \$50,000 to the City, the developer would dedicate a 35,361 sq ft parcel to the City. To cover the balance of the cost for the additional 19,724 sq ft of property, the City would pay the Developer \$11,538.88.

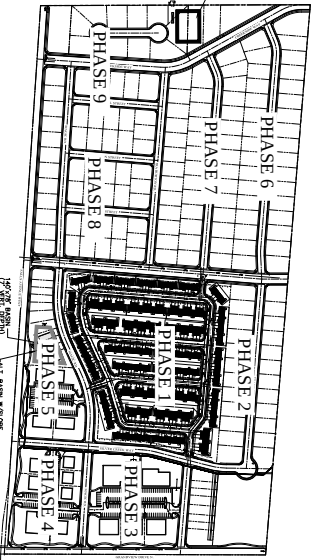
When constructed, the Pressurized Irrigation Station would allow the City to convert Rock Creek Trail Estates Subdivision, Castlewood Subdivision, and West Haven Subdivision, from potable water irrigation to pressurized irrigation, a reduction of about 70 acres of potable water irrigation. The total service area of the station would be about 320 acres.

Budget Impact:

The current budget includes \$350,000 for the construction of the Perrine Point PI Station.

Conclusion:

Staff recommends the Council approve the Pressure Irrigation Development Agreement.



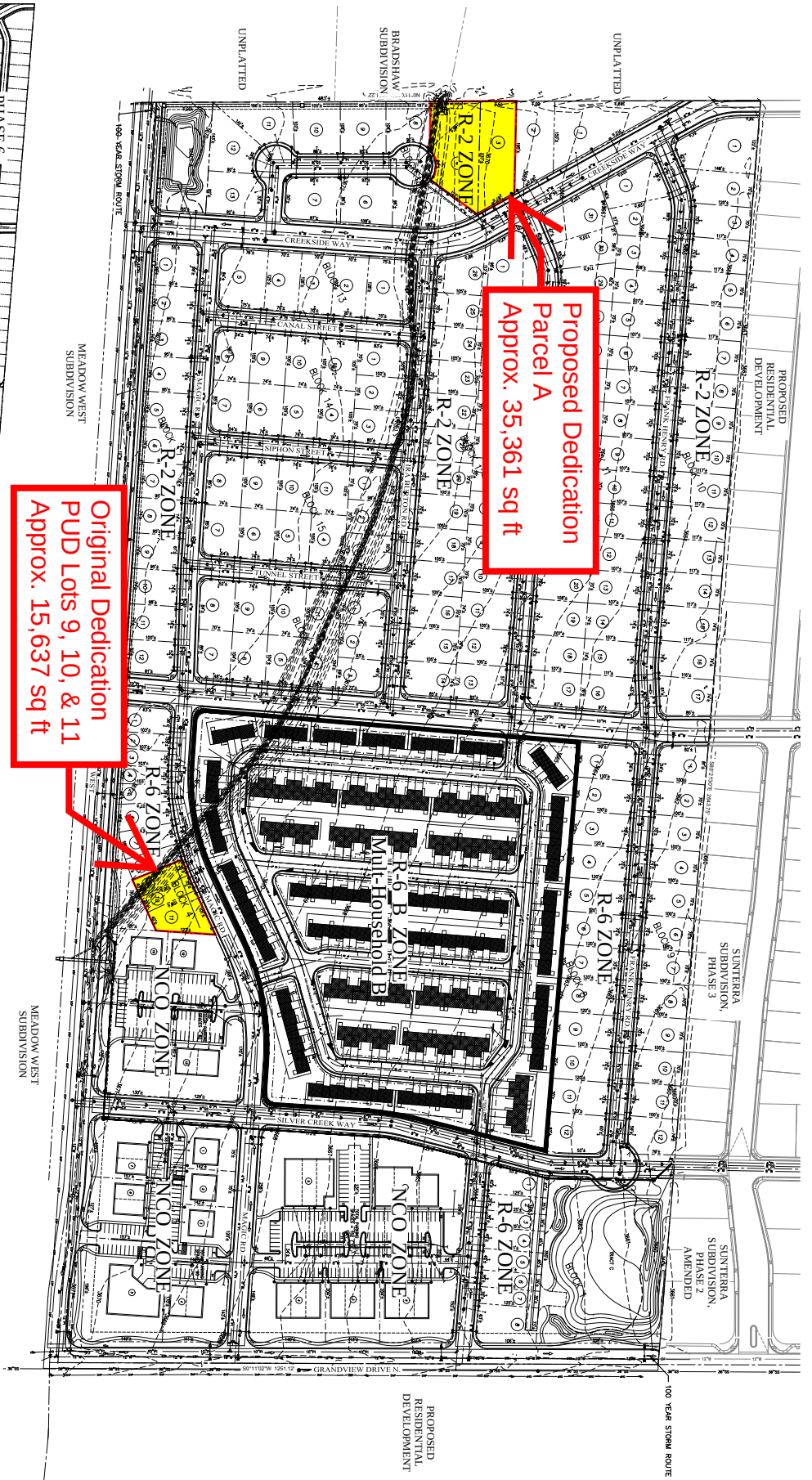
MASTER DEVELOPMENT PLAN

SCALE: 1" = 100'-0"



AMENDED MASTER PLAN

FOR
PERRINE POINT PUD
SUBDIVISION



AMENDED MASTER DEVELOPMENT PLAN
EXHIBIT B
for
PERRINE POINT SUBDIVISION

DO NOT SCALE DRAWINGS
CONDUCTOR SHALL VERIFY ALL
MEASUREMENTS AND RECORDS
ARE IN ACCORDANCE WITH THE
REQUIREMENTS OF THE
DEPARTMENT OF REVENUE

APPROVED	T. J. JAMES
DRAWN	J. J. JAMES
DATE	4/17/2019
SCALE	AS SHOWN
SHEET	7

PRESSURE IRRIGATION DEVELOPMENT AGREEMENT

This agreement entered into this _____ day of _____, 2019 by and between the City of Twin Falls, State of Idaho (City) and Tres Gringos, an Idaho Limited Liability Company (Developer)

RECITALS

Therefore, the City and the Developer agrees to the following:

- A. Developer is owner of the Perrine Point Subdivision located in the County of Twin Falls, City of Twin Falls, State of Idaho and recorded under Instrument No. 2008-010805
- B. The prior Owner of the Perrine Point Subdivision and the City entered into a Planned Unit Development Agreement (PUD Agreement) relative to development of the Perrine Point Subdivision. The PUD Agreement was executed on May 12, 2008 recorded under Instrument No. 2008-010703. The Developer (Tres Gringos, LLC) is obligated for all developer requirements in said PUD Agreement.
- C. Developer is obligated under the PUD Agreement to dedicate Lots 9, 10, & 11 of Block 4, consisting of 15,637 sf, to the City for the construction of a pressure irrigation station.
- D. Developer is obligated under the PUD Agreement to pay to the City \$50,000.00 to be utilized in construction of the pressurized irrigation pump station.
- E. The Developer and the City, through negotiations, have determined that the needs of the City and the Developer will be better served to relocate the proposed pressure irrigation pump station to a different location within the Perrine Point Subdivision.
- F. The Developer and City have amended the PUD Agreement to strike section F.g. of the agreement contingent on the execution of this Pressure Irrigation Development Agreement. If this Pressure Irrigation Development Agreement is not executed, section F.g. of the PUD Agreement remains in its entirety.

AGREEMENT

Therefore, the City and Developer agree to the following:

- A. The Developer Shall:
 - 1. Dedicate Parcel A, as shown on Attachment A, to the City of Twin Falls for the construction of a pressure irrigation pump station.
 - 2. Credit the City of Twin Falls \$50,000.00 towards the purchase of Parcel A in lieu of the \$50,000.00 payment to the City described in the PUD Agreement.

3. Construct a Twin Falls Canal Company approved pipeline to replace the open canal bisecting the Perrine Point Subdivision. Said pipeline will include an irrigation structure at each end. The structure at the upstream end of the pipeline will include a 12" diameter connection to the existing irrigation diversion structure constructed by the City in 2010. The structure at the downstream end of the pipeline, will include an 18" diameter pipe stub and with isolation gate to provide irrigation water to Parcel A for the City's pressurized irrigation station. The location and elevation of said pipe stub will be designated by the City of Twin Falls. Said construction shall be completed prior to March 15, 2020.
4. Construct a 12" diameter pressure irrigation main from the City of Twin Falls pressure irrigation pump station to provide water to the Perrine Point Subdivision and adjacent properties. Location of the pipeline shall be approved prior to installation.
5. Provide all-weather access for Parcel A acceptable to the City.

B. The City Shall:

1. Pay the Developer \$11,538.88 for Parcel A.
2. Waive all right to Lots 9, 10, and 11, Block 4 previously designated for dedication to the City of Twin Falls in the Perrine Point PUD Agreement.
3. Construct Twin Falls Canal Company approved flow measuring structure connected to the 18" diameter pipe stub provided by the Developer.
4. Construct a pressure irrigation pump station on Parcel A and provide pressurized irrigation to Perrine Point Subdivision not later than May 1, 2020.
5. Pay all costs associated with installing underground power to the pump station.
6. Construct a 6-foot high chain link fence with slats for visual screening and for safety of the Pressurized Irrigation Pump Station pond. Said fence shall be completed prior to filling pond with water.

IN WITNESS WHEREOF, this Pressure Irrigation Development Agreement has been executed on the day and year first above written.

City of Twin Falls,
a Municipal Corporation

Tres Gringos, LLC,
an Idaho Limited Liability Corporation

By: _____
Shawn Barigar, Mayor

By: _____
Gerald Martens, Member

STATE OF IDAHO)
 :SS.
COUNTY OF TWIN FALLS)

On this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared Shawn Barigar, Mayor of Twin Falls, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

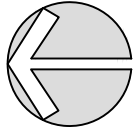
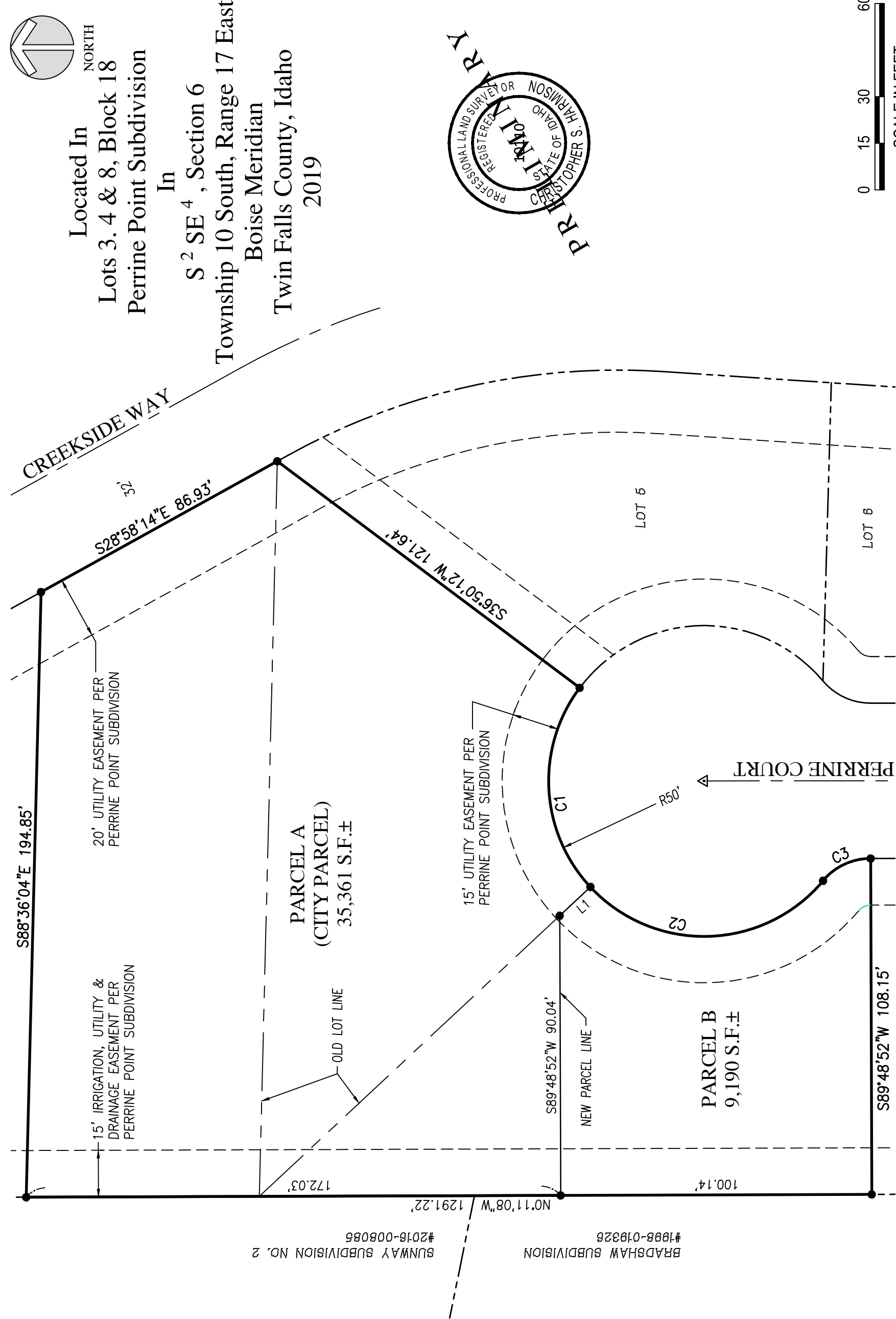
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
Residing at _____, Idaho
My commission expires:_____

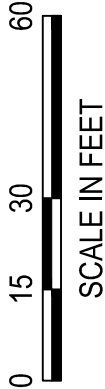
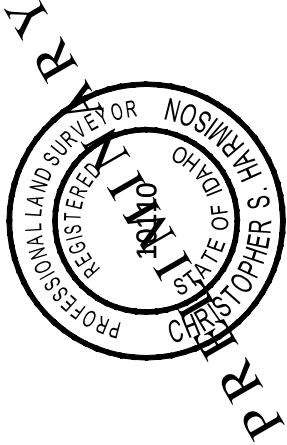
STATE OF IDAHO)
 :SS.
COUNTY OF TWIN FALLS)

On this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared Gerald Martens, to me personally known who, being by me duly sworn, did for himself say that he is the Member for that certain company known as Tres Gringos, LLC, an Idaho limited liability company, and that the within instrument was executed by him, for and on behalf of said limited liability company.

Notary Public
Residing at:_____
My commission expires:_____



Located In
Lots 3. 4 & 8, Block 18
Perrine Point Subdivision
In
S² SE⁴, Section 6
Township 10 South, Range 17 East
Boise Meridian
Twin Falls County, Idaho
2019



SCALE IN FEET

1

ATTACHMENT "A" PRESSURE IRRIGATION DEV. AGREEMENT TWIN FALLS COUNTY, IDAHO

JOB NUMBER:	205-19
APPROVED	
DESIGN	
DRAWN	CSH
DATE	JULY 2019
SCALE	SHOWN
	V 205-19 EXH-01
Sheet No.:	

2008-010703

NO. PAGES: 39 FEE: \$
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: CNICELisc Jones
PERRINE POINT, P.U.D.MIXED USE RESIDENTIAL / NEIGHBORHOOD COMMERCIAL
PLANNED UNIT DEVELOPMENT AGREEMENT

PUD251

COPY

THIS AGREEMENT made and entered into this 12th day of May, 2008, by and between the **CITY OF TWIN FALLS**, a municipal corporation, State of Idaho (hereinafter called "City"), and **GREENRIDGE DEVELOPMENT, LLC**, a Delaware limited liability company (hereinafter called "Developer"), whose address is 14510 Big Basin Way, #240, Saratoga, CA, 95070.

RECITALS:

WHEREAS, the Developer is the owner of the certain tract of land in the City of Twin Falls, County of Twin Falls, State of Idaho, more particularly described as the SW $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 6, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, Subject to Highway District right-of-way. (the "Property"), which Property is North of Falls Avenue West and West of Grandview Drive North, Extended to the North, known as Perrine Point PUD, Exhibit "A"; and

WHEREAS, the Developer intends to develop and/or sell all or portions of the Property from time to time; and

WHEREAS, the Developer has made request of the City to develop a mixed use subdivision (the "Project") on the Property and has submitted to the City the Master Development Plan, Exhibit "B", thereof which has been reviewed for development as a "mixed use residential/neighborhood commercial PUD" by the Planning and Zoning Commission and approved, as presented, on August 21, 2006 by the City Council of the City; and

WHEREAS, the City, by and through its City Council, has agreed to the development of said Project within the City of Twin Falls, Idaho, subject to certain terms, conditions and understandings, which terms, conditions and understands are the subject of this Agreement.

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

1. NATURE OF THE AGREEMENT. This Agreement shall become part of the "R-2 PUD, R-6 PUD and NCO PUD" zone with respect to the Project upon its full execution and recording. The Developer and its assigns or successors in interest, as well as the City and its assigns or successors (if any), shall be bound by the terms and conditions contained therein.
2. NATURE OF THE DEVELOPMENT. It is agreed by the parties hereto that certain language and requirements pertaining to the "Project" zone shall be interpreted as follows:
 - A. Uses. (See attached map of the Project, Exhibit "B").
 1. NCO, Neighborhood Commercial. Unless otherwise provided herein, the Project shall meet the allowed use regulations of the City's Neighborhood Commercial Overlay District (NCO) zone (City Code Section 10-4-21) for all uses and property development standards, except as provided herein:

PUD251

PERRINE POINT, P.U.D.
MIXED USE RESIDENTIAL /NEIGHBORHOOD COMMERCIAL
PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this 12th day of May, 2008, by and between the **CITY OF TWIN FALLS**, a municipal corporation, State of Idaho (hereinafter called "City"), and **GREENRIDGE DEVELOPMENT, LLC**, a Delaware limited liability company (hereinafter called "Developer"), whose address is 14510 Big Basin Way, #240, Saratoga, CA, 95070.

RECITALS:

WHEREAS, the Developer is the owner of the certain tract of land in the City of Twin Falls, County of Twin Falls, State of Idaho, more particularly described as the SW¼SE¼; SE¼SE¼, Section 6, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, Subject to Highway District right-of-way. (the "Property"), which Property is North of Falls Avenue West and West of Grandview Drive North, Extended to the North, known as Perrine Point PUD, Exhibit "A"; and

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WHEREAS, the City, by and through its City Council, has agreed to the development of said Project within the City of Twin Falls, Idaho, subject to certain terms, conditions and understandings, which terms, conditions and understands are the subject of this Agreement.

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2. **NATURE OF THE DEVELOPMENT.** It is agreed by the parties hereto that certain language and requirements pertaining to the "Project" zone shall be interpreted as follows:
 - A. **Uses.** (See attached map of the Project, Exhibit "B").
 1. **NCO, Neighborhood Commercial.** Unless otherwise provided herein, the Project shall meet the allowed use regulations of the City's Neighborhood Commercial Overlay District (NCO) zone (City Code Section 10-4-21) for all uses and property development standards, except as provided herein:

(a) The following uses shall NOT be permitted anywhere within the PUD:

- i. Amusement Parks
- ii. Animal Hospital – Large Animal
- iii. Bulk Fuel Sales
- iv. Cemeteries
- v. Fairgrounds
- vi. Go Cart Tracks
- vii. Jails, Detention Centers, Or Work Release Centers
- viii. Judicial Facilities
- ix. Outdoor Theaters
- x. Residence Halls, Residence Hotels, Rooming Houses
- xi. RV And Camping Parks
- xii. Shelter Homes And/Or Facilities
- xiii. Stand Alone Drug And Alcohol Treatment and/or Rehabilitation Centers
- xiv. Tattoo Parlors
- xv. Zoos

2. R-6, Residential Multi-Household District. Development shall meet the requirements of the R-6 Zone for all uses and property development standards, except as provided herein:

- (a) Lot Area: the minimum lot area shall be three thousand five hundred (3,500) square feet per dwelling unit providing that the area within the R-6 Zoning include density as a whole no greater than the minimum required density for R-6 Zoning.
- (b) Limited to single family dwellings, attached and/or detached.

3. R-2, Residential Single Family Household District. Development shall meet the requirements of the R-2 Zone for all uses and property development standards.

B. Hours of Operation. The hours of operation for all activity within the NCO zoned areas shall comply with City Code 10-4-21; NCO, Neighborhood Commercial Overlay District.

C. Phasing of Development. Developer shall be permitted to develop the Property in phases, so long as those phases are in compliance with the Master Development Plan, Master Phasing Plan, and this PUD Agreement. Approval for each phase may be obtained by submission of a technically correct final plat for each phase to the City Council. The designation and location of specific uses on the Master Development Plan are conceptual and minor changes therefrom shall not provide basis for disapproval of any final plat. There shall be no minimum and a three (3) year maximum time limit between phases.

In the alternative to filing final plats, in phases, the Developer shall be entitled to obtain engineering and final plat approval on the total planned unit development of Perrine Point, P.U.D., provided that the real property contained therein shall be subjected to a Trust Agreement with a local title company which has a trust department. The Trust Agreement shall be subject to the review and approval by the City, and shall identify the Developer, as trustor. The purpose of such Trust Agreement is to provide a method of subdividing, developing, bonding, and selling of the property, in phases, through the execution of a separate bonding and developer agreement for each phase of the development, while insuring that necessary infrastructure is provided as required by the City. Prior to any phase of the Property in trust being developed for sale, City and Developer agree that Developer

shall provide City with an acceptable and executed bonding and developer's agreement before the Property shall be released from trust.

D. STREET, SEWER, WATER, AND DRAINAGE IMPROVEMENTS. Developer shall be responsible for the design and construction of street, sewer, water, pressurized irrigation, and drainage systems on the Property (hereinafter "Improvements") as described herein in accordance with City Standards.

- a. Improvement Plans. Developer shall, as to each phase of its development, file or cause to be filed with the City a complete set of plans for that development phase, showing all Improvements contemplated within that phase of the development (hereinafter "Improvement Plans"). The Improvement Plans and all Improvements thereon shall meet the approval of the City, which approval shall be given if such plans conform to established City requirements, the Master Development Plan and this PUD Agreement.
- b. Improvement, Design and Construction. The Developer, at its expense, shall cause all Improvements shown on the Improvement Plans for each phase to be designed, constructed and installed consistent with the approved Improvement Plans for such phase except as otherwise provided therein. Notwithstanding the foregoing, nothing in this Agreement shall prohibit City participation in the cost or financing of improvements on the Property if mutually agreed to by the parties hereto.
- c. Phased Construction. The Developer may install the Improvements at one time, or in phases, as the Developer shall determine and as approved by the City. Developer shall provide the City with written notification of the timing and scope of the phase, or phases, of said Improvements it intends to complete at that time. Developer agrees to make such modifications to construct any temporary facilities necessitated by such phased construction work as shall be reasonably required and approved by the City.
- d. Construction Supervision. The Developer shall use a registered professional engineer to supervise the construction; inspection and testing of the work as necessary, to ensure that all such Improvements are constructed in accordance with the approved Improvement Plans.
- e. Non-Compliance. In the event any of the Improvements are not consistent with the Improvement Plans, the City shall give written notice to Developer of said non-compliance. Developer shall cure said non-compliance within thirty (30) days of its receipt of notice or, in the case of non-compliance that will take in excess of thirty (30) days to cure, Developer shall commence to cure within (30) days of receipt of notice and diligently pursue the same to completion. In the event Developer fails to cure said non-compliance in the manner set forth hereinabove, the City shall have the right to withhold the issuance of any future building permits and certificates of occupancy within only that phase of such "PUD" until such time as all requirements specified in this Section 3 have been complied with; provided, however, Developer shall have the right to appear before the City Council at any regular meeting after any building permits and certificates of occupancy shall have been withheld for reasons set forth in this paragraph and shall have the right to be heard as to why such building permits and certificates of occupancy would be issued. The City Council shall then, in good faith and in an objective manner, decide whether said building permits and certificates of

occupancy should be issued, and its decision shall be final, except that the rights of the parties are preserved at law and equity.

- f. Fees. The Developer shall pay, or cause to be paid, to the City all applicable fees, if any, with regard to the installation of Improvements pursuant to the Improvement Plans. However, City water and sewer connection and service charges shall be paid for by individual developers and users at the rates set by applicable City ordinances and resolutions.
 - g. Maintenance of Improvements. The City hereby agrees to accept maintenance responsibility for the public improvements upon their completion to City Standards in accordance with current City policy.
 - h. Traffic Signal Light at Falls Avenue & Grandview Drive. The City and Developer agree that Developer's share of the cost of the traffic signal light to be installed at the intersection of Falls Avenue and Grandview Drive shall be limited to 27.99% of the total cost thereof, which cost amount shall be certified, in writing, to Developer by the City. Such amount shall be paid to City within ninety (90) days of such certification following actual completion of such installation.
- E. PLATS. Greenridge Development, LLC agrees to file with the City a final plat of the Property which is the subject of this Agreement. A registered professional engineer shall prepare the plat for review by the City.
- F. INDIVIDUAL PARCEL DEVELOPMENT CRITERIA. The Property or any portion thereof shall be developed in accordance with criteria set forth in this Section 5. The NCO zoned areas shall meet or exceed Twin Falls City Code 10-4-21.3; NCO, Neighborhood Commercial Overlay District – Development Standards or as set forth below, whichever is greater.
- a. Approval and Construction. All Improvements shall be constructed in accordance with engineered drawings and specifications, describing in reasonable detail the work to be performed, with drawings and specifications to first be approved by City, which approval shall not be unreasonably withheld.
 - b. Landscaping. Perimeter landscaping along interior streets shall be required to be installed on each parcel of the Property and in the public rights-of-way adjacent thereto at the time site and building Improvements are completed thereon, or by the next planting season. Such landscaped perimeter shall be installed and extend to a depth of 35' from the back of the curb in the public rights-of-way.

Each property owner shall maintain the landscaping and vegetation on his property and in the public rights-of-way adjacent thereto. Notwithstanding the foregoing, alternately, in the event the Developer chooses to designate certain landscaped areas and other areas as "common area" or "parkland", the Developer may choose to form an association of those property owners for the maintenance of said areas. The Developer may also choose to dedicate at least two acres of these areas to the City as a Mini Park, by City approval, to be incorporated with facilities for the requirements of storm water retention, utility and irrigation purposes.

Each property owner shall be required to utilize the Development's pressurized irrigation system or future systems as required by the City for their landscaped area.

- c. Landscaping Plan. For each buffer area, at the time set forth in paragraph 5(B), each parcel shall be landscaped to include the following: Fifty percent (50%) of the lineal footage of landscaping shall have berms with a ridge elevation of at least eighteen inches (18") in height with at least fifty percent (50%) of the berming having a minimum ridge elevation of thirty inches (30") in height. The landscape perimeter shall contain a minimum of one (1) tree per five hundred (500) square feet of landscaped area and a minimum of one (1) shrub per one hundred (100) square feet of landscaped area. At least fifty percent (50%) of the shrubs and trees shall be evergreen. At least fifty percent (50%) of all trees and shrubs shall be from the groups last approved by the Tree Commission. Trees and shrubs may be grouped, but there shall be no space greater than seventy five (75) feet between tree and shrub groupings. All trees shall have a height of at least four (4) feet when planted.

To help mitigate the negative impact of parking areas in addition to the perimeter landscaping seven percent (7%) of the parking area shall be required to be landscaped within the NCO zoned area of the development or as set forth in City Code 10-4-21.3-NCO Development Standards, whichever is greater. The use of planters and landscaped islands within parking lots may be used to reduce visual impact of large paved areas and these shall be planted with shade trees and shrubs. Landscaping shall be required where commercial and professional uses are adjacent to residential uses. A minimum ten (10') foot buffer is required to provide sound and visual buffering. The buffer area is to be landscaped with coniferous and deciduous trees and/or solid fencing with shrubs, berms wall and/or planter boxes to create a dense buffer in a relatively short period of time.

The Pump Irrigation Station Lots (Lots 9, 10 & 11, Block 4) shall be screened by the City with a six foot tall, decorative fence that is accented in front of the fence by landscape plantings and berming. No chain link fence is permitted within the PUD.

In all cases landscaping will meet or exceed the minimum landscaping requirements of the City of Twin Falls Zoning and Subdivision Requirements.

- d. Sidewalks & Walkways. Developer agrees to construct a minimum five (5) foot wide detached concrete sidewalk along the North side of Falls Avenue West and the West side of Grandview Drive North in R-2 PUD and R-6 PUD zone designated areas. Developer agrees to construct a six (6) foot wide detached and meandering concrete sidewalk along the west side of Grandview Drive North and the North side of Falls Avenue West in the NCO designated areas.
- e. Building Standards. Buildings and Improvements shall comply with the following standards, except as provided: NCO zoned area shall meet or exceed City Code 10-4-21.3-NCO Development Standards or as set forth below, whichever is greater.
- i. Design Standards. Commercial, Limited Commercial or Professional Office Buildings shall have pitched roofs to preclude visibility of the roof surfaces of "flat" roofs. Roofs shall have vertical variations, cornices or other accents to reduce the box like appearance. Building faces shall be broken up with windows, recesses, awnings or other architectural features that break up large flat surfaces.

Commercial buildings shall be low reflective, neutral or earth tones. Neon accent lighting shall not be permitted.

- ii. Outside Storage/Loading Docks. Loading docks and similar facilities shall be located and screened from streets and adjacent properties. Screening shall consist of landscaping and/or masonry walls and shall conform to City Code requirements. No outside storage yards or areas shall be allowed and all trash containers shall be enclosed or screened from visibility from all streets and all adjacent properties. Outdoor display of seasonal items shall conform with Twin Falls City Code.
- iii. Utilities. All on-site utility service lines located within a parcel shall be placed underground. Any transformer or terminal equipment provided within or immediately adjacent to the parcel shall be visibly screened from the view from streets, with screening material such as landscaping or other approved material. Relocation and burying of electrical lines does not apply to transmission lines currently located on the south and east boundary of the property.
- f. Codes. All construction on the Property shall be to the standards established by applicable codes.
- g. Pump Irrigation Station Lots (Lots 9, 10, & 11, Block 4) Pump Irrigation Station Lots (Lots 9, 10, & 11, Block 4) will be approved and dedicated to the City of Twin Falls by the Developer for the use of constructing and installing a regional pressure irrigation station. The City of Twin Falls will be responsible for all landscaping and improvements to said Pump Irrigation Station Lots (Lots 9, 10, & 11, Block 4) . Pump system appearance will meet conditions of this agreement. Pump Irrigation Station Lots (Lots 9, 10, & 11, Block 4) shall have a 6' tall screening, as determined by the City. The screen shall be buffered by a mature planting palette consisting of ornamental evergreen shrubs fronted by flowering deciduous facer shrubs to match the projects landscape plan.

The Developer intends to make a charitable contribution to the City of Twin Falls of 50% or \$50,000 (whichever is less) of the appraised value of the Pump Irrigation Station Lots (Lots 9, 10, & 11, Block 4) to be exercised upon transfer of ownership of the property. Developer agrees to perform such transaction and convey title to Pump Irrigation Station Lots (Lots 9, 10, & 11, Block 4) to the City once final plat is approved.

- h. Irrigation Water Shares. Developer shall transfer all Twin Falls Canal Company. Water shares, pertinent to the Development, to the City prior to recording the final plat. City hereby agrees to supply Developer, at the allowed city accessed billing rate, a proportionate amount of water shares at a rate of one share per acre for irrigation of landscaped areas in developed lots within the Development. City hereby agrees to lease to the Developer, at the City's nominal cost, a proportionate amount of water shares at a rate of one share per acre for irrigation of agricultural crops located in undeveloped areas within the Development.

G. ILLUMINATION/SOUND SUPPRESSION.

- a. Illumination. Illumination shall be installed to minimize the effect, harshness and glare of exterior lighting on adjacent properties and shall meet or exceed Twin Falls City Code.

- b. Sound Suppression. The use of an outdoor sound, paging, music, or public address system, whether permanent or temporary, shall not be permitted. Organizations of public safety such as fire or police stations and public schools shall be excluded from this restriction.

H. TIME LIMITATION. The "R-2 PUD, R-6 PUD and NCO PUD" zone designation on the Property described in Exhibit "B" is expressly conditioned upon submission to the City Council of a final development plan of the first phase of development within two (2) years from the date hereof. The Developer may apply for one or more one-year extensions provided application is made in advance of the one year expiration date. Approval shall not unreasonably be withheld.

I. STANDARD DEVELOPER'S AGREEMENT. It is understood and agreed by the parties hereto that Developer shall execute the City's Standard Developer's Agreement for each phase as the same is developed either with a final plat, or as such phase is released from the Trust Agreement referenced in paragraph 2(B) hereof.

J. GENERAL PROVISIONS.

- a. Cooperation. The parties hereto agree to cooperate each with the other. Developer shall submit to the City all plans, specifications, and working drawings required by the City.
- b. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the Property and improvements described herein, and no amendment or modification to this Agreement shall be valid or effective unless reduced to writing and signed by the parties.
- c. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- d. Notices. If notices from one party to the other are desired or required hereunder, such notices shall be delivered or mailed to the party to receive such at its address last known to the sender of such notice. Notices shall be deemed received on the date of hand delivery or upon seventy-two (72) hours following deposit in the United States mail, if properly addressed, stamped and sent with "return receipt requested." On the date of this Agreement, the addresses of the parties are as follows:

Developer: Greenridge Development, LLC
 14510 Big Basin Way, #240
 Saratoga, CA 95070
 And also by email to jackbauer@pbrservices.com

City: City of Twin Falls
 P.O. Box 1907
 Twin Falls, ID 83303-1907

- e. Successors and Assigns. This Agreement shall be binding upon the successors, assigns and legal representatives of the parties hereto. Transfer of all or a portion of the Property shall create a notation releasing the transferor from obligations under this Agreement with respect to said transferred property.

- f. Severability. In the event any portion of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining portions shall not be affected thereby.
- g. Signatories. Each of the persons executing this Agreement hereby represents and warrants that he or she is duly authorized and empowered to so act on behalf of the entity for which he or she is signing, and that this Agreement is binding on, and enforceable against, such entity.
- h. Effective Date. This Agreement shall become valid and binding only upon its approval by City, through its City Council, and upon its execution by the Mayor and the Developer.
- i. Attorney Fees. In the event that either party should be required to retain an attorney to institute litigation because of the default or breach of the other, or to pursue any remedy provided by law, the party which prevails in such litigation shall be entitled to a reasonable attorney's fee.
- j. Construction. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a contract is to be construed more strictly against the person who himself, or through his agents, prepared the same, it being acknowledged that both parties have participated in the preparation hereof.
- k. Attachments. All attachments to this Agreement and recitals are incorporated herein and made a part thereof as if set forth in full.
- l. Captions. The captions, section and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and shall in no way affect interpretation of this Agreement.

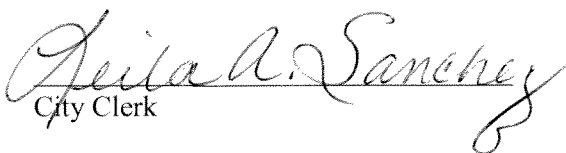
IN WITNESS WHEREOF, the City has affixed its seal and caused these presents to be executed by its Mayor on the date above written.

"CITY"
CITY OF TWIN FALLS

By: _____

Mayor

ATTEST:


City Clerk

"DEVELOPER"

GREENRIDGE DEVELOPMENT, LLC

By:

Jack Bauer

Its: ☒ Manager

STATE OF CALIFORNIA

)

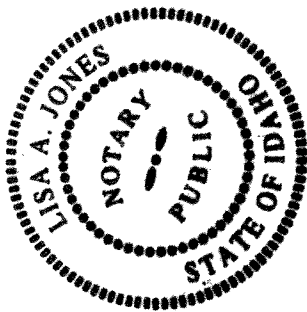
SS.

County of _____

)

On this _____ day of _____, 2008, before me, a Notary Public for said County and State, personally appeared Jack Bauer, known or identified to me, to be one of the members in the limited liability company of Greenridge Development, LLC, and the member or one of the members 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 WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



NOTARY PUBLIC

Residing at Heinsen, ID

My commission expires 8-25-12

STATE OF IDAHO

)

SS.

County of Twin Falls

)

On this _____ day of _____, 2008, before me, a Notary Public for said County and State, personally appeared _____ and _____, Known or identified to me, to be the Mayor and City Clerk, respectively, of the CITY OF TWIN FALLS, IDAHO, that executed the said instrument, and acknowledged to me that such City 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 _____

My commission expires _____

Exhibit "A"

A TRACT OF LAND SITUATED IN THE SOUTH ONE HALF OF THE SOUTHEAST ONE QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, CITY OF TWIN FALLS FALLS COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND BRASS CAP MONUMENTING THE SOUTHEAST CORNER OF SAID SECTION 6 ON THE CENTERLINE OF GRANDVIEW DRIVE NORTH AND FALLS AVENUE WEST, FROM WHICH A FOUND BRASS CAP MONUMENTING THE EAST ONE QUARTER OF SAID SECTION 6 BEARS NORTH 00°11'02" EAST A DISTANCE OF 2,502.24 FEET;

THENCE FOLLOWING THE SOUTHERLY LINE OF SAID SECTION 6 AND THE CENTERLINE OF FALLS AVENUE WEST, NORTH 86°12'50" WEST A DISTANCE OF 2632.63 FEET TO THE SOUTH ONE QUARTER CORNER OF SAID SECTION 6, BEING A FOUND 1/2-INCH STEEL PIN IN CONCRETE;

THENCE LEAVING SAID SOUTHERLY LINE AND SAID CENTERLINE LINE AND FOLLOWING THE WESTERLY LINE OF SAID SOUTH ONE HALF OF THE SOUTHEAST ONE QUARTER, NORTH 00°11'08" WEST A DISTANCE OF 1291.22 FEET TO THE NORTHWEST CORNER OF SAID SOUTH ONE HALF OF THE SOUTHEAST ONE QUARTER BEING A FOUND 5/8-INCH STEEL PIN;

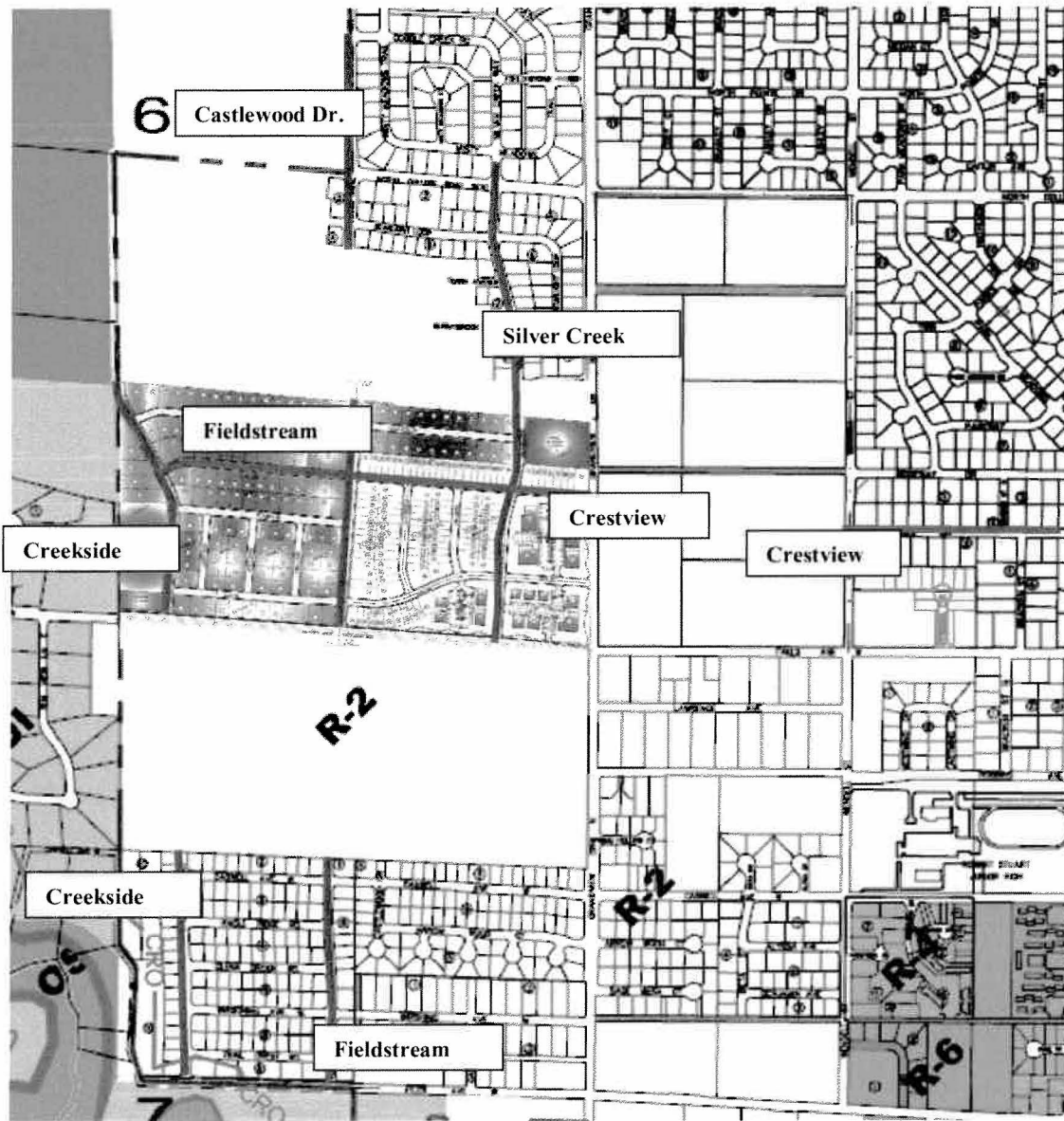
THENCE LEAVING SAID WESTERLY LINE AND FOLLOWING THE NORTHERLY LINE OF SAID SOUTH ONE HALF OF THE SOUTHEAST ONE QUARTER, SOUTH 85°21'30" EAST A DISTANCE OF 2643.75 FEET TO A POINT ON THE EASTERLY LINE OF SAID SECTION 6 AND THE CENTERLINE OF SAID GRANDVIEW DRIVE NORTH AND ALSO BEING THE NORTHEAST CORNER OF SAID SOUTH ONE HALF OF THE SOUTHEAST ONE QUARTER, BEING A SET 5/8-INCH STEEL PIN;

THENCE LEAVING SAID NORTHERLY LINE AND FOLLOWING SAID EASTERLY LINE AND SAID CENTERLINE SOUTH 00°11'02" WEST A DISTANCE OF 1251.12 FEET TO THE REAL POINT OF BEGINNING.

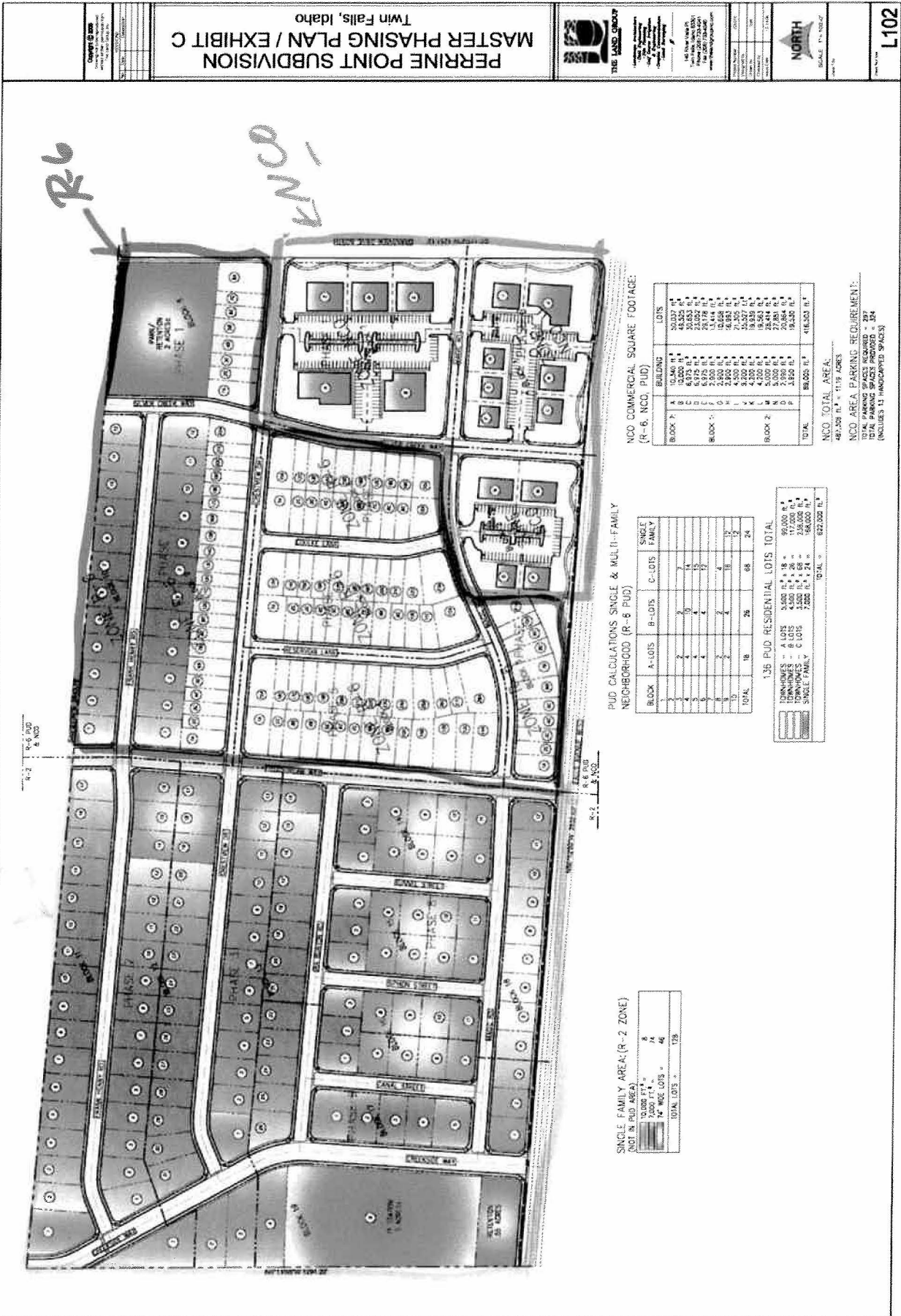
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 76.78 ACRES, MORE OR LESS, SUBJECT TO ALL EXISTING EASEMENTS AND RIGHTS-OF-WAY.



Aerial Map
 Perrine Point PUD Subdivision – Greenridge Development, LLC
 Consideration of Preliminary Plat for Perrine Point Subdivision



Street Connectivity
 Perrine Point PUD Subdivision – Greenridge Development, LLC
 Consideration of Preliminary Plat for Perrine Point Subdivision



DEVELOPMENT NOTES:

ADJACENT LOTS WITH FRONTAGES TO A COLLECTOR AND A LOCAL RESIDENTIAL STREET SHALL BE LIMITED TO ACCESS FROM THE RESIDENTIAL STREET. ACCESS TO A COLLECTION STREET WILL NOT BE ALLOWED IF THE ALTERNATE IS AVAILABLE.

EASEMENTS CONTAINED WITHIN THIS PLAT SHALL CONFORM TO CITY CODE AND WILL INCLUDE THE FOLLOWING:

- 15' WIDE UTILITY AND DRAINAGE EASEMENT ALONG INTERIOR STREET FRONTAGES.
- 15' WIDE UTILITY, LANDSCAPE AND DRAINAGE EASEMENT ALONG SUBDIVISION BOUNDARY.
- 15'-20' WIDE UTILITY EASEMENTS FOR SEWER AND WATER IN R-2 ZONE.
- 25' WIDE UTILITY, DRAINAGE, AND ACCESS EASEMENTS CENTERED ON NEAR LOT LINES CONTIGUOUS TO SURROUNDING LOTS.
- 15' WIDE IRRIGATION EASEMENT CENTERED ON GRANT'S IRRIGATION SYSTEM.

PRELIMINARY PLAT & MASTER DEVELOPMENT PLAN FOR **PERRINE POINT SUBDIVISION** LOCATED IN SOUTH 1/2 SOUTHEAST 1/4 SECTION 6, TOWNSHIP 10 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO 2006

DEVELOPMENT DATA

TOTAL PROPERTY AREA: 75.75 ACRES
COMMON/OPEN SPACE AREA: 2.00 ACRES
TOTAL LOTS: 264 LOTS
SINGLE FAMILY LOTS: 152 LOTS
TOWNHOUSE LOTS: 112 LOTS
COMMON/OPEN SPACE LOTS: 0 LOTS

DEVELOPMENT CONTACTS

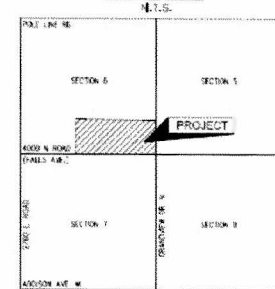
DEVELOPER/OWNER:
GREENWATER DEVELOPMENT LLC
14545 100 E. BAYVIEW WAY #400
SANDTOWN, OR 97055
PHONE: (503) 672-1240
CON: ADT JACK BAILEY

REGISTERED SURVEYOR:
THE LAND GROUP, INC.
140 FIRST STREET PLACE
TWIN FALLS, IDAHO 83401
PHONE: (208) 333-4041
CONTACT: SCOTT ALLEN

LEGEND

- PROPOSED WATER
- PROPOSED SEWER
- PROPOSED PRESSURE IRRIGATION CANAL OF PAVEMENT
- EXISTING OVERHEAD POWER
- PROPOSED FIRE HYDRANT
- PROPOSED WATER METER
- PROPOSED SEWER MANHOLE
- PROPOSED FIRE SERVICE
- PROPOSED TOWER SERVICE
- PROPOSED IRRIGATION BOX

VICINITY MAP



PRELIMINARY

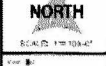


**PERRINE POINT SUBDIVISION
PRELIMINARY PLAT / EXHIBIT B**
Twin Falls, Idaho



THE LAND GROUP
1400 1st Street, Suite 100
Twin Falls, Idaho 83401
Phone: (208) 333-4041
Fax: (208) 333-4042
www.thelandgroup.com

DATE: 10/10/06
BY: SCOTT ALLEN
CHECKED: JACOB BAILEY
APPROVED: JACOB BAILEY



L101

DEVELOPMENT DATA

TOTAL PROPERTY AREA: 78.78 ACRES
COMMON-AREA SPACE: 230 ACRES
TOTAL LOTS: 104 LOTS
SINGLE-FAMILY LOTS: 102 LOTS
TWO-UNIT LOTS: 12 LOTS
COMMON-AREA SPACE: 230 ACRES

MASTER DEVELOPMENT PLAN
FOR
PERRINE POINT SUBDIVISION
LOCATED IN
SOUTH 1/2 SOUTHEAST 1/4
SECTION 6, TOWNSHIP 10 SOUTH, RANGE 17 EAST,
BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO
2008

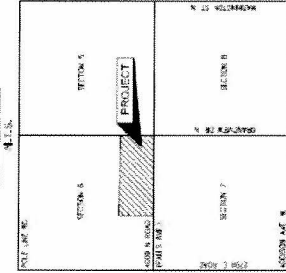
DEVELOPMENT CONTACTS

THE LAND GROUP
1000 WEST 10TH AVENUE
SANDRIDGE, CO 80202
TWIN FALLS, IDAHO 83402
PHONE: (208) 733-1000
FAX: (208) 733-1001

LEGEND

- PROPOSED WATER MAIN
- PROPOSED SEWER MAIN
- PROPOSED FIRE MAIN
- PROPOSED GAS MAIN
- PROPOSED FIBER OPTIC
- PROPOSED POWER LINE
- PROPOSED WATER METER
- PROPOSED SEWER METER
- PROPOSED FIRE METER
- PROPOSED GAS METER
- PROPOSED FIBER OPTIC METER
- PROPOSED POWER METER
- PROPOSED WATER SERVICE
- PROPOSED SEWER SERVICE
- PROPOSED FIRE SERVICE
- PROPOSED GAS SERVICE
- PROPOSED FIBER OPTIC SERVICE
- PROPOSED POWER SERVICE

VICINITY MAP



PRELIMINARY

1522DND

PLANNED UNIT DEVELOPMENT AGREEMENT

Page 15 of 34

THE LAND GROUP

PERRINE POINT SUBDIVISION
MASTER DEVELOPMENT / EXHIBIT B

Twin Falls, Idaho

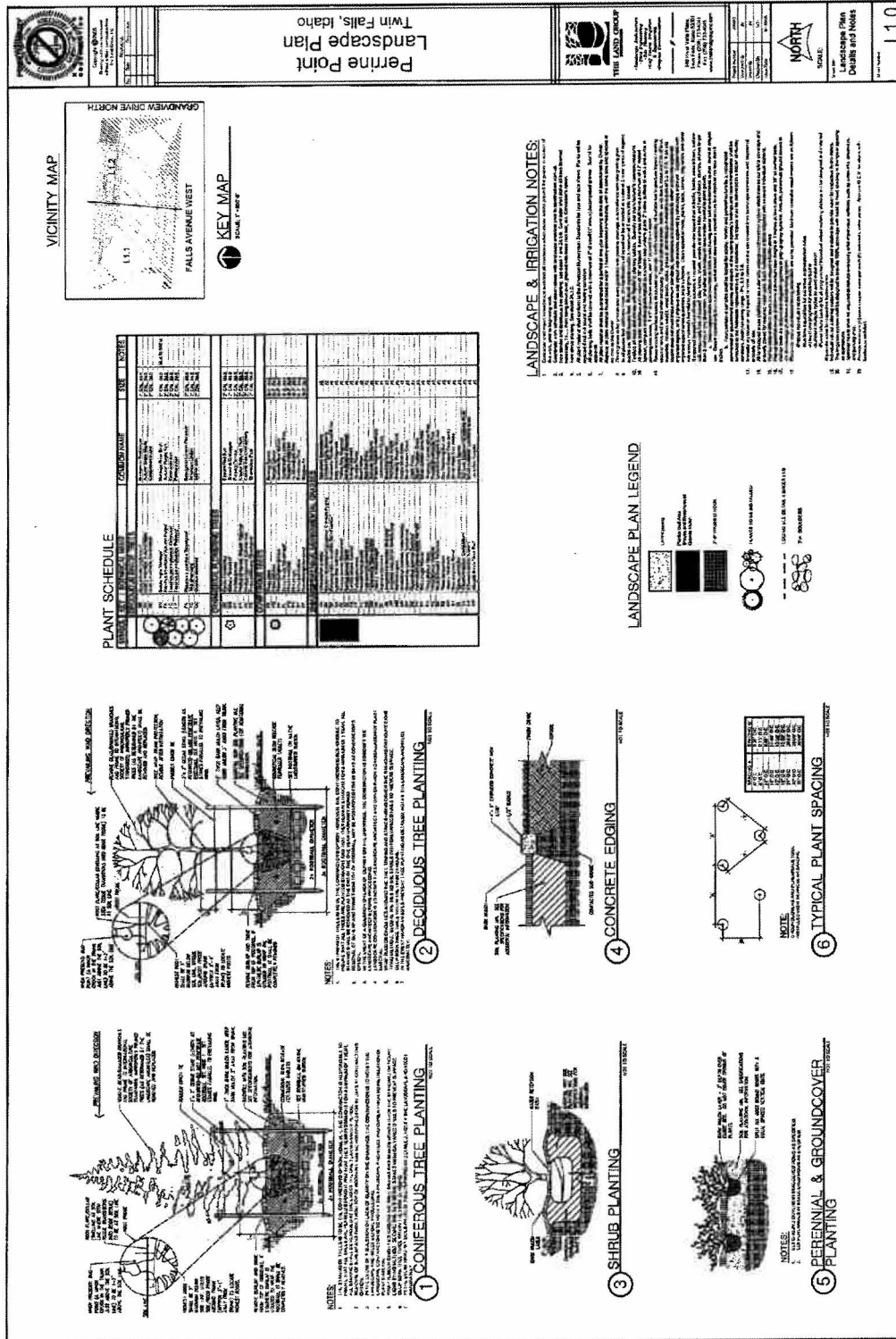
NORTH

SCALE: 1" = 100'

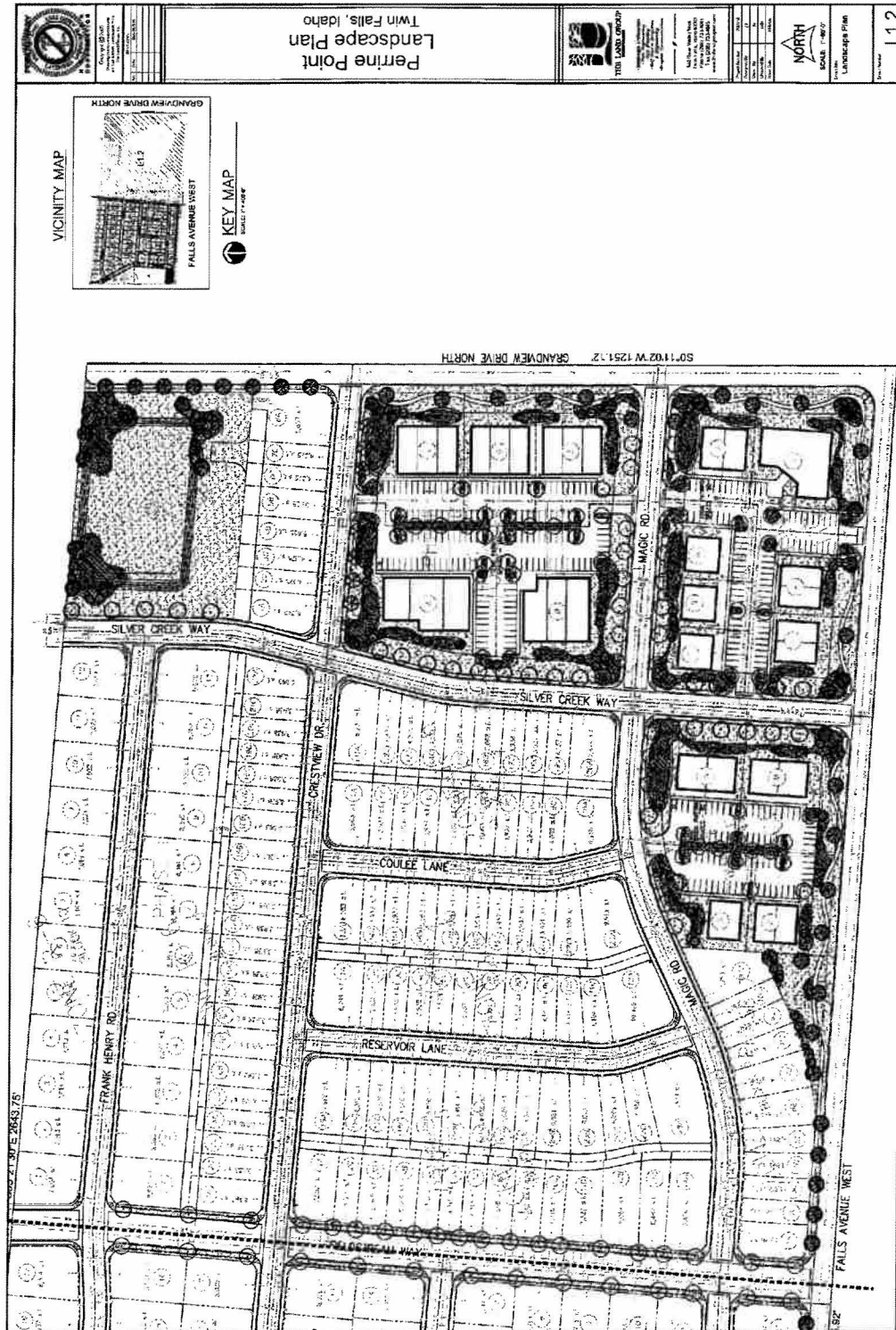
L102

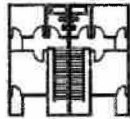
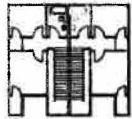
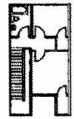


15200D









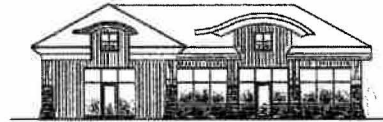
Town Home Plan Second Level - Typical



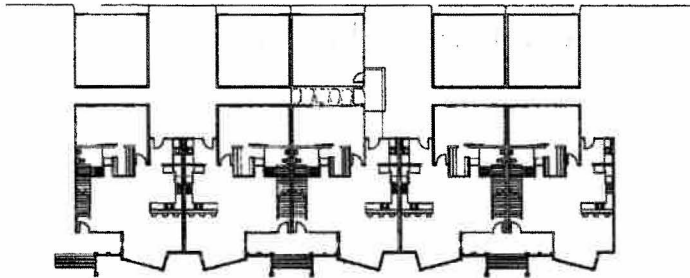
Elevation NCO - Typical



Town Home Elevation - Typical



Elevation NCO - Typical



Town Home Plan First Level - Typical



Elevation NCO - Typical



Residential Imaging - Typical for Perrine Point

EXHIBIT D: ARCHITECTURAL CHARACTER

Drawn By MLH
 Checked By WLF
 Date 05-26-06
 CTA # TWINFPUD
 Cadd File: _____

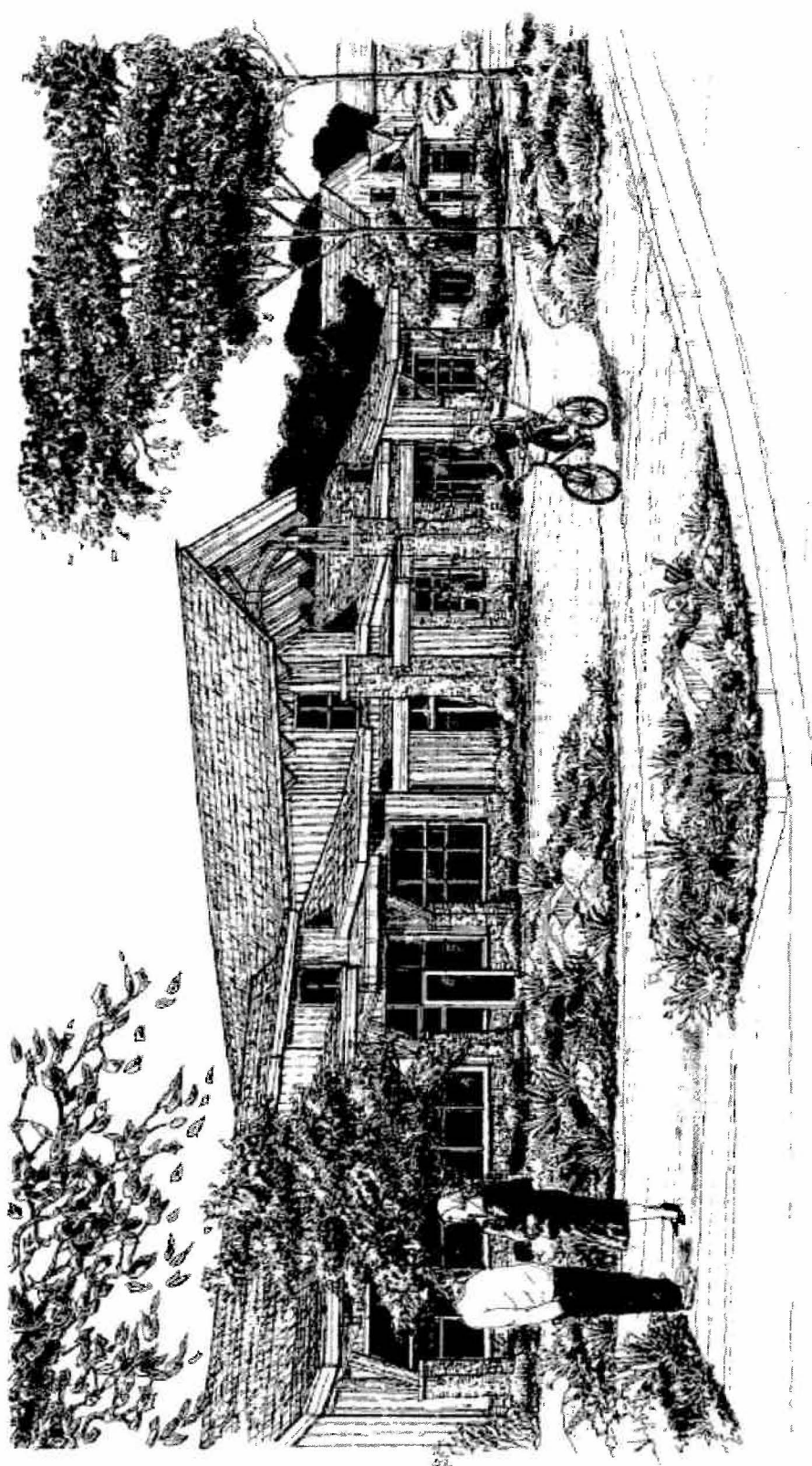


architects engineers
 10180 S. Cottonwood Rd, Bozeman, MT 59715
 (406)556-7100 Fax (406)585-3031

ADDENDUM #

SHEET#

L103



10-4-21.1: PURPOSE:

This Overlay District is intended to provide for limited commercial and service activities within residential zoning districts and serving the local neighborhood, and which are integrated into a residential setting. Development of this overlay is allowed only through the PUD process. (Ord. 2526, 5-20-1996)

10-4-21.2: USE REGULATIONS:

(A) **Permitted Uses:** Buildings, structures or premises shall be used and buildings and structures shall hereafter be erected, altered or enlarged only for the following uses:

1. Communications and Utilities:
 - a. Underground and aboveground transmission lines.
 - b. Utility-owned buildings and structures less than twenty five (25) square feet in area and less than three feet (3') aboveground.
2. Parks:
 - a. Open space.
 - b. Private parks and playgrounds without crowd attracting facilities.
 - c. Public parks and playgrounds without crowd attracting facilities.
3. Residential:
 - a. Household units in upper floors of commercial or professional buildings.
4. Retail Trade:
 - a. Bakery.
 - b. Bookstore.
 - c. Craft shop, in conjunction with retail business.
 - d. Eating places.
 - e. Florist shop.
 - f. Food, drugs, etc.
 - g. General merchandise.
 - h. Hardware store.
 - i. Hobby and toy store.
 - j. Ice cream store.
 - k. Import store.
 - l. Laundering and dry-cleaning.
 - m. Laundromats.
 - n. Music store.
 - o. Pet shop.
 - p. Sporting goods store.
5. Services:
 - a. Beauty and barbershops.
 - b. Copy center - self-service.
 - c. Daycare services.
 - d. Duplicating and stenographic offices.
 - e. In-home daycare services.
 - f. Photography studios.

Notwithstanding the foregoing list of permitted uses, any such use which broadcasts amplified music or sound by speakers to the exterior of a building shall also require a special use permit. (Ord. 2620, 8-2-1999)

(B) **Special Uses:** A special use permit may be granted for a permanent use that is not in conflict with the Comprehensive Plan and that is not permitted outright because it may conflict with other uses in the District unless special provisions are taken. Special use permits may be granted for the following uses:

1. Communications and Utilities:
 - a. Utility-owned buildings and structures more than twenty five (25) square feet in area or more than three feet (3') aboveground.
2. Cultural Facilities:
 - a. Botanical gardens and arboretums.
 - b. Historic sites and monuments.
 - c. Libraries, museums and art galleries.
 - d. Planetariums and aquariums.
3. Governmental Facilities:
 - a. Fire stations and police stations.
 - b. Governmental office buildings.
 - c. Water treatment plants.
4. Medical Facilities:
 - a. Doctors' offices.
 - b. Hospitals and clinics.
 - c. Rehabilitation services.
5. Miscellaneous:
 - a. Any facility with drive-through service.
6. Parks:
 - a. Park concessions.
 - b. Public parks and playgrounds with crowd attracting facilities.
7. Public Assembly:
 - a. Auditoriums.
 - b. Religious facilities.
 - c. Schools - private, single purpose.
 - d. Schools - private, vocational and/or academic.
 - e. Schools - public.
 - f. Theaters - indoor.
8. Retail Trade:
 - a. Alcoholic beverages, when consumed on the premises where sold.
 - b. Apparel and accessories.
 - c. Car wash facilities.
 - d. Commercial greenhouses.
 - e. Farm and garden supplies.
 - f. Gasoline service stations.
 - g. Taxidermy studio. (Ord. 2526, 5-20-1996)

(B) Special Uses: cont.

PUD251

9. Services:

- a. Advertising.
- b. Apparel repair and alteration.
- c. Dog grooming and/or kennels.
- d. Employment agency.
- e. Finance and investment offices.
- f. Insurance and related business.
- g. Professional organizations.
- h. Professional services.
- i. Real estate and related business.
- j. Tattoo parlors or dermagraphic studios approved by the South Central District Health Department or other State regulatory agency.
- k. Welfare and charitable facilities. (Ord. 2550, 6-2-1997)

10. Sports Facilities:

- a. Indoor recreation facility.
- b. Miniature golf courses.
- c. Outdoor, public and commercial ice and roller skating facilities.
- d. Outdoor, public and commercial swimming pools.
- e. Outdoor, public and commercial tennis courts.

11. Transportation:

- a. Bus facilities, including pickup shelters.
- b. Taxicab office.

(C) Prohibited Uses: Uses not specified above are prohibited unless administrative determination in accordance with subsection 10-17-1(F) of this Title is made that the use is similar enough to a use listed above that distinction between them is of little consequence.

10-4-21.3: PROPERTY DEVELOPMENT STANDARDS:

The following property development standards shall apply to all land and buildings in the NCO District:

(A) District Size and Spacing: An NCO District shall not be less than five (5) acres nor more than twenty (20) acres. Only one overlay is allowed in each area generally described on the Comprehensive Plan Map as a Neighborhood Commercial Center.

(B) Lot Area:

1. Nonresidential uses shall provide a lot area of sufficient size to provide for the building, required setbacks, off-street parking and landscaping.
2. Residential uses shall provide the lot area required by the underlying residential zone.

(C) Lot Occupancy:

1. Nonresidential Uses: No requirement.
2. Residential Uses: Same as the underlying district.

(D) Building Height:

1. Nonresidential Uses: No building shall exceed twenty five feet (25') in height.
2. Residential Uses: Same as the underlying district.

10-4-21.3: PROPERTY DEVELOPMENT STANDARDS: cont.

(E) Yards:

1. Nonresidential Uses: Same as the underlying district, except buildings exceeding three thousand (3,000) square feet shall have a yard of fifty feet (50') from the property line on street frontages.
2. Residential Uses: Same as the underlying district.

(F) Access: All lots shall have vehicular access on a dedicated improved public street with a fifty foot (50') minimum right of way unless a secondary means of permanent vehicular access has been approved on the subdivision plat.

(G) Landscaping:

1. Nonresidential uses shall have, as a minimum, twenty percent (20%) of the site landscaped.
 - a. Parking rows shall be separated by landscaping of at least five feet (5') in width for the entire length of the parking rows except for walkways.
 - b. Landscaping of thirty feet (30') in depth behind the sidewalk or property line should be provided surrounding the project. Such landscaping shall have fifty percent (50%) of the area bermed to a height of three feet (3').
2. Residential Uses: Same as the underlying district.

(H) Off-Street Parking:

1. All uses shall comply with the provisions of Chapter 10 of this Title.

(I) Signs:

1. Nonresidential Uses: Signing shall be limited to:
 - a. One freestanding monument sign which shall not exceed fifty (50) square feet for each street frontage included in the NCO District. Signs utilizing indirect lighting may be lighted from six o'clock (6:00) A.M. to eleven o'clock (11:00) P.M.
 - b. One flush wall-mounted sign per business, not to exceed one square foot of signing for each foot of width of the wall upon which the sign is to be placed, but not to exceed one hundred fifty (150) square feet. Signs utilizing internal illumination may be lighted from six o'clock (6:00) A.M. to eleven o'clock (11:00) P.M.
 - c. No other external advertising devices allowed, i.e., banners, pennants, etc.
2. Residential Uses: Same as the underlying district.

(J) Walls, Fences And Landscaping: Same as the underlying district.

(K) Additional Requirements:

1. Nonresidential Uses: The following additional requirements shall also be met:
 - a. All buildings shall be of a residential architectural style with gable or hip roof with a minimum 3/12 pitch and twelve inch (12") eave.
 - b. Hours of store operation within the NCO District shall be between the hours of six o'clock (6:00) A.M. to eleven o'clock (11:00) P.M.
 - c. Single occupancy buildings not to exceed twenty five thousand (25,000) square feet.
 - d. No exterior display of merchandise/goods (or storage).
 - e. Totally enclosed refuse containers.
 - f. Additional requirements as may be determined by the City Council through the PUD process.
2. Residential Uses: Same as the underlying district. (Ord. 2526, 5-20-1996)

ZONE = R-6 (SEE 10-4-6)
 MAIN BUILDING SETBACKS:
 FRONT - 20'
 REAR - 15'
 SIDE - 5'
 65' FROM CENTERLINE OF
 GRANDVIEW, REDUCED FROM
 80' PER CODE 10-7-6-C

ZONE = R-6
 DETACHED BUILDING SETBACKS:
 FRONT - 20'
 REAR - 3'
 SIDE - 3'
 10' MINIMUM SEPARATION FROM MAIN
 BUILDINGS

GARAGES CAN BE ATTACHED PER CODE 10-7-5 PER MITCH
 HUMBLE BUT THE PUD AGREEMENT NEEDS TO HAVE A SECTION
 THAT CLARIFIES THAT GARAGES WILL BE ATTACHED PER THE CITY
 CODE, BUILDING CODE AND FIRE SEPARATION REQUIREMENTS.

BUILDING ENVELOPE
 PER CITY CODE 10-4-6. THIS
 DISTANCE MAY NEED TO BE
 LARGER FOR FIRE & BUILDING
 CODES—CHECK WITH ARCHITECT

THIS IS THE TOWNHOME
 THAT I WOULD BUILD AS
 A MODEL

W DR.

2-6



PERRINE POINT PLAN VIEW



N

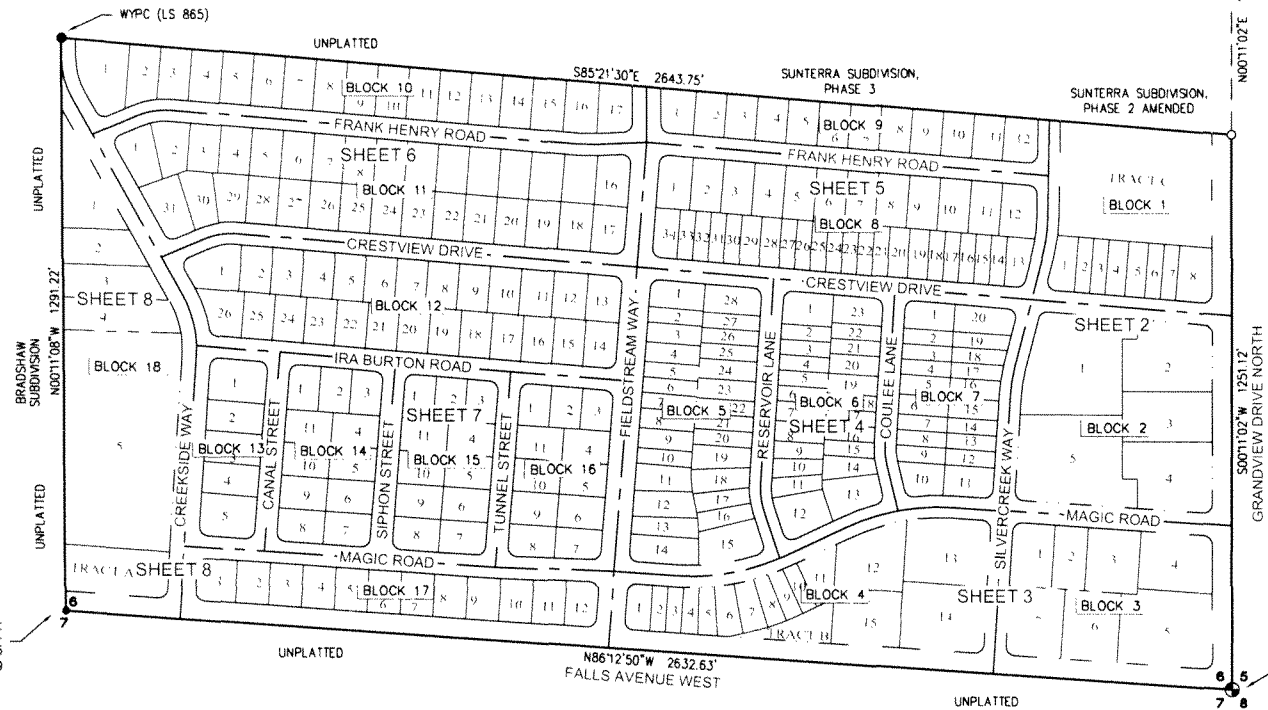
PUD251

PLC 3-12-08

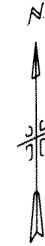
Sheet Index

SHEET 1	SUBDIVISION BOUNDARY AND COVER SHEET
SHEET 2	BLOCK 1 & BLOCK 2
SHEET 3	BLOCK 3 & BLOCK 4
SHEET 4	BLOCK 5, BLOCK 6 & BLOCK 7
SHEET 5	BLOCK 8 & BLOCK 9
SHEET 6	BLOCK 10 & BLOCK 11
SHEET 7	BLOCK 12, BLOCK 13 & BLOCK 14
SHEET 7	BLOCK 15 & BLOCK 16
SHEET 8	BLOCK 17 & BLOCK 18
SHEET 9	CURVE AND LINE TABLES
SHEET 10	BLOCK 1 & 2 EASEMENTS
SHEET 11	BLOCK 3 & 4 EASEMENTS
SHEET 12	OWNER'S CERTIFICATE AND NOTES
SHEET 13	SIGNATURE SHEET

Plat Showing PERRINE POINT SUBDIVISION Situated in the South 1/2 of the Southeast 1/4 of Section 6, Township 10 South, Range 17 East, B.M., City of Twin Falls, Twin Falls County, Idaho 2008



FOUND BRASS CAP
EAST 1/4 CORNER OF SECTION 6
C.P. & NO. 856047



200 100 0 200 400 600
SCALE IN FEET

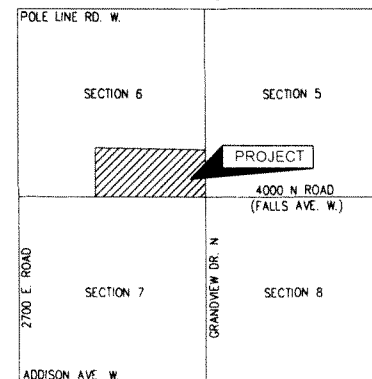
Legend

- CALCULATED POINT
- FOUND BRASS CAP
- FOUND 1/2" STEEL PIN
- FOUND 5/8" STEEL PIN AS NOTED
- SET 5/8" X 30" STEEL PIN WYPC MARKED "HWE 5617"
- SET 1/2" X 24" STEEL PIN WYPC MARKED "HWE 5617"
- 1 LOT NUMBER
- [BLOCK 1] BLOCK NUMBER
- WYPC WITH YELLOW PLASTIC CAP
- SUBDIVISION BOUNDARY
- SECTION LINE
- CENTERLINE OF STREET
- INTERIOR LOT LINE
- UTILITY EASEMENT LINE
- SIDEWALK & UTILITY EASEMENT LINE
- INGRESS, EGRESS, UTILITY, DRAINAGE, & EMERGENCY VEHICLE ACCESS EASEMENT
- IRRIGATION, UTILITY AND DRAINAGE EASEMENT LINE
- DEDICATED RIGHT-OF-WAY LINE

FOUND 1/2 INCH STEEL
PIN IN CONCRETE
SOUTH 1/4 CORNER OF SECTION 6
C.P. & NO. 856049

FOUND BRASS CAP
SOUTHEAST CORNER OF SECTION 6
C.P. & NO. 856048 & 670726

VICINITY MAP NTS



Health Certificate

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 ARE IN FORCE. NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING, OR SHELTER WHICH NECESSITATES THE SUPPLYING OF WATER OR SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED.

REHS, SOUTH CENTRAL PUBLIC HEALTH DISTRICT

DATE

References

- QUITCLAIM DEED INST. #2006-019981, RECORDS OF TWIN FALLS COUNTY, IDAHO.
- RECORD OF SURVEY INST. #856044, RECORDS OF TWIN FALLS COUNTY, IDAHO.
- PLAT OF SUNTERRA SUBDIVISION, PHASE 2 AMENDED, RECORDS OF TWIN FALLS COUNTY, IDAHO.
- PLAT OF SUNTERRA SUBDIVISION, PHASE 3, RECORDS OF TWIN FALLS COUNTY, IDAHO.
- PLAT OF BRADSHAW SUBDIVISION, RECORDS OF TWIN FALLS COUNTY, IDAHO.

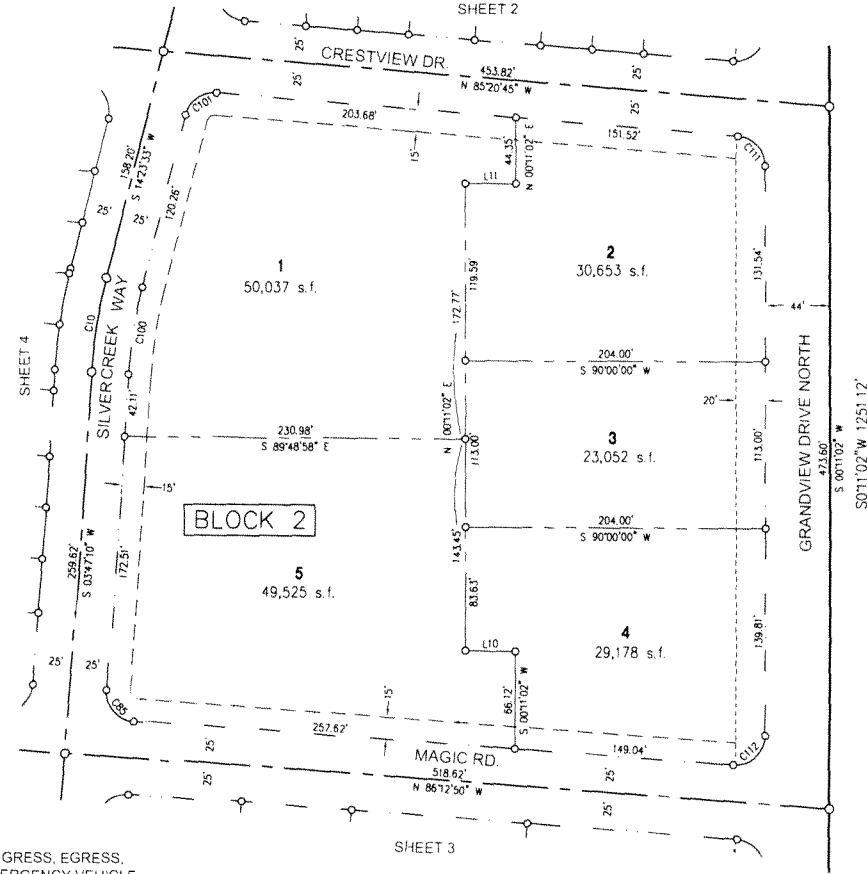
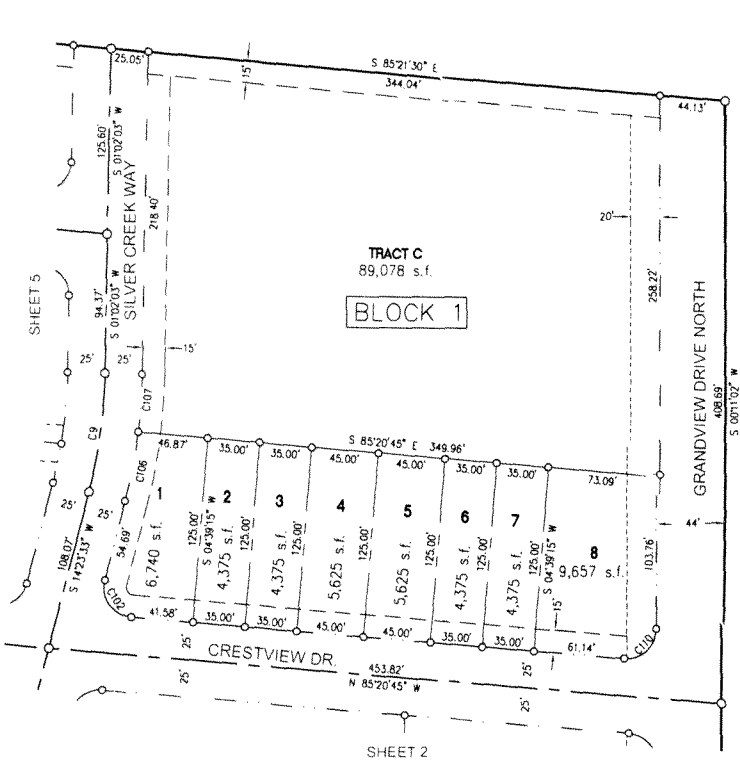
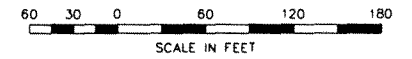
Owner/Developer

GREENRIDGE DEVELOPMENT, LLC
14510 BIG BASIN WAY #240
SARATOGA, CALIFORNIA, 95070
PHONE: (408) 872-1240



PL 3-12-08 R

Plat Showing
PERRINE POINT SUBDIVISION
 Situated in the South 1/2 of the Southeast 1/4 of Section 6,
 Township 10 South, Range 17 East, B.M., City of Twin Falls,
 Twin Falls County, Idaho
 2008



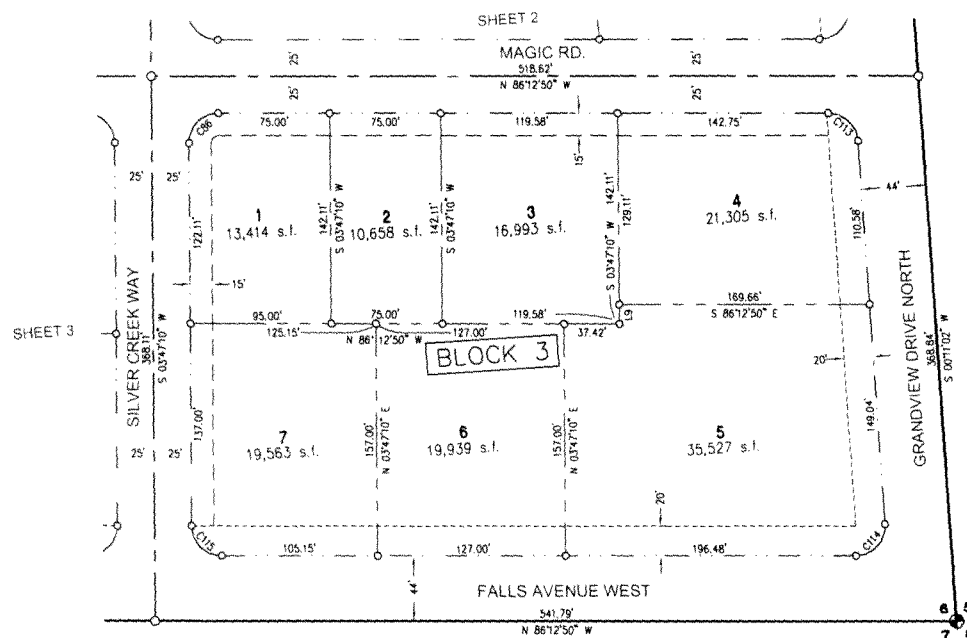
Owner/Developer
 GREENRIDGE DEVELOPMENT, LLC
 14510 BIG BASIN WAY #240
 SARATOGA, CALIFORNIA, 95070
 PHONE: (408) 872-1240

**SEE SHEET 10 FOR INGRESS, EGRESS,
 UTILITY, DRAINAGE & EMERGENCY VEHICLE
 ACCESS EASEMENT INFORMATION AND
 SIDEWALK EASEMENTS
 **MATCHLINES ARE CENTERLINE OF STREETS
 **SEE SHEET 9 OF 13 FOR CURVE AND
 LINE TABLES

THE LAND GROUP, INC.

14510 Big Basin Way, Suite 240
 Saratoga, CA 95070
 Phone: (408) 872-1240
 Fax: (408) 872-1241
 Email: info@thelandgroup.com

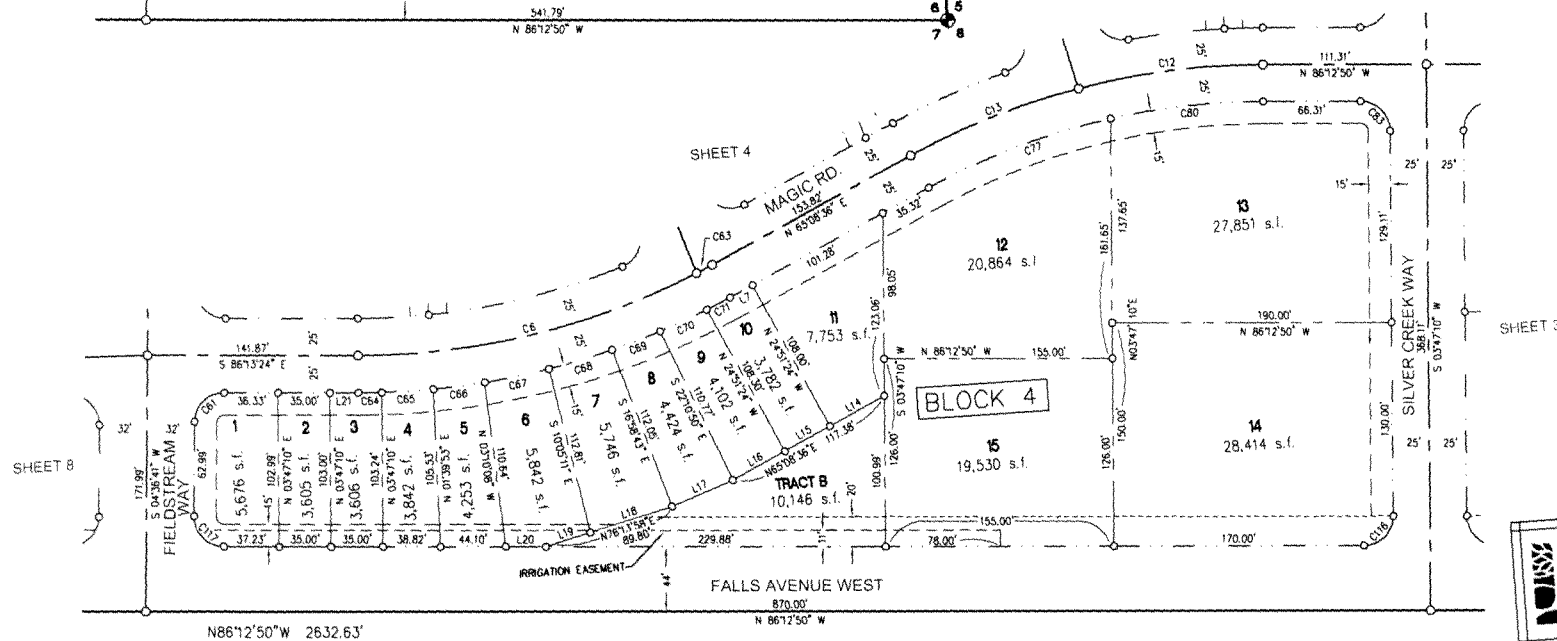
P00251



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GREENRIDGE DEVELOPMENT, LLC
14510 BIG BASIN WAY #240
SARATOGA, CALIFORNIA, 95070
PHONE: (408) 872-1240





THE LAND GROUP, INC.

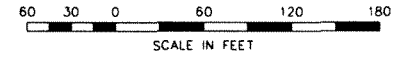
- Land Acquisition
- Real Estate Development
- Site Planning
- Infrastructure Development
- Construction Management

100 River Street
 Suite 100
 New York, NY 10038
 Tel: 212 360-1000
 Fax: 212 360-1001

REC 3-12-08

Plat Showing
PERRINE POINT SUBDIVISION
Situated in the South 1/2 of the Southeast 1/4 of Section 6,
Township 10 South, Range 17 East, B.M., City of Twin Falls,
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2008

**MATCHLINES ARE CENTERLINE OF STREETS
**SEE SHEET 9 OF 13 FOR CURVE AND
LINE TABLES



PUD251

Owner/Developer
GREENRIDGE DEVELOPMENT, LLC
14510 BIG BASIN WAY #240
SARATOGA, CALIFORNIA, 95070
PHONE: (408) 872-1240



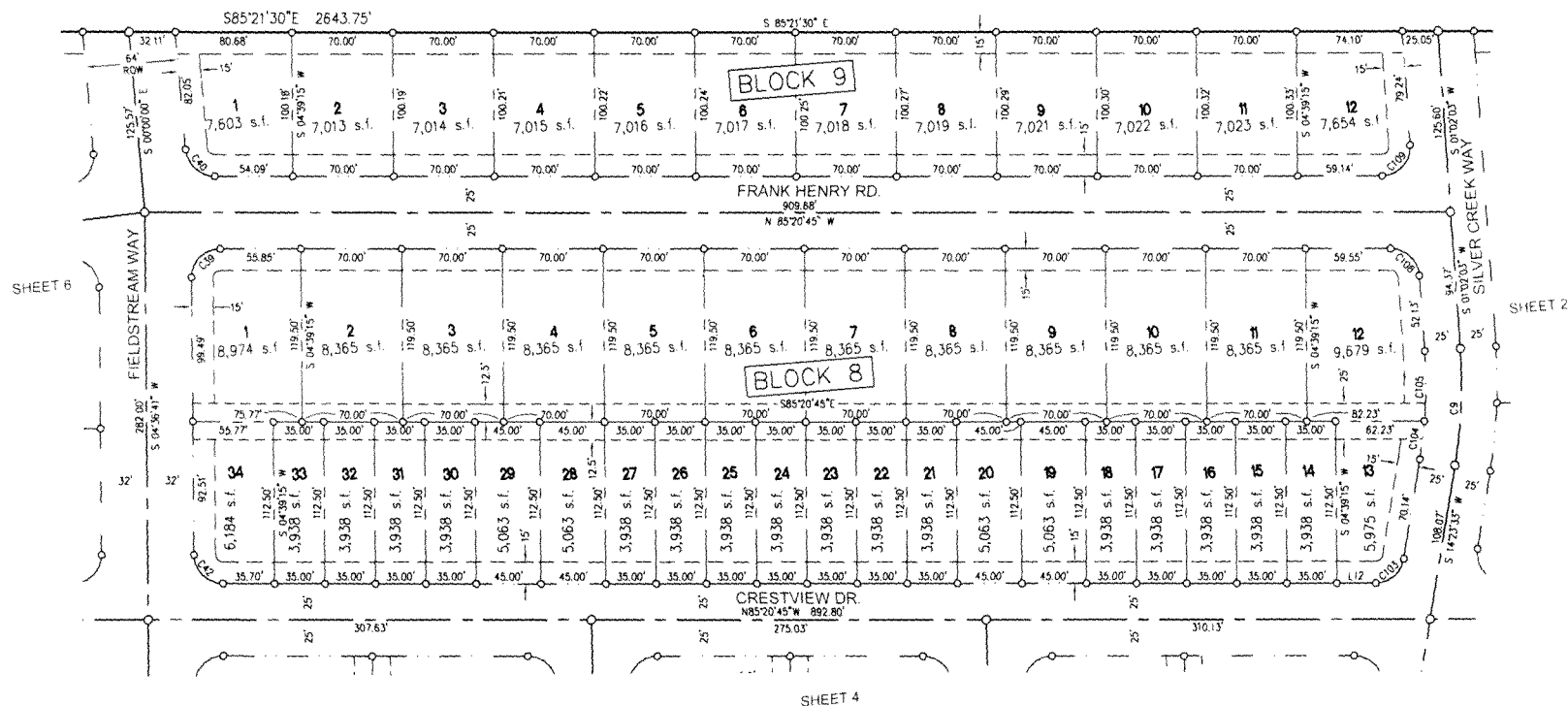
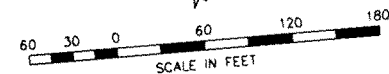


THE LAND GROUP, INC.

14510 Big Basin Way, Suite 240
Saratoga, CA 95070
(408) 872-1240
www.thelandgroup.com

Plat Showing **PERRINE POINT SUBDIVISION** Situated in the South 1/2 of the Southeast 1/4 of Section 6, Township 10 South, Range 17 East, B.M., City of Twin Falls, Twin Falls County, Idaho 2008

**MATCHLINES ARE CENTERLINE OF STREETS
 **SEE SHEET 9 OF 13 FOR CURVE AND
 LINE TABLES



PUD251

Owner/Developer
 GREENRIDGE DEVELOPMENT, LLC
 14510 BIG BASIN WAY #240
 SARATOGA, CALIFORNIA, 95070
 PHONE: (408) 872-1240



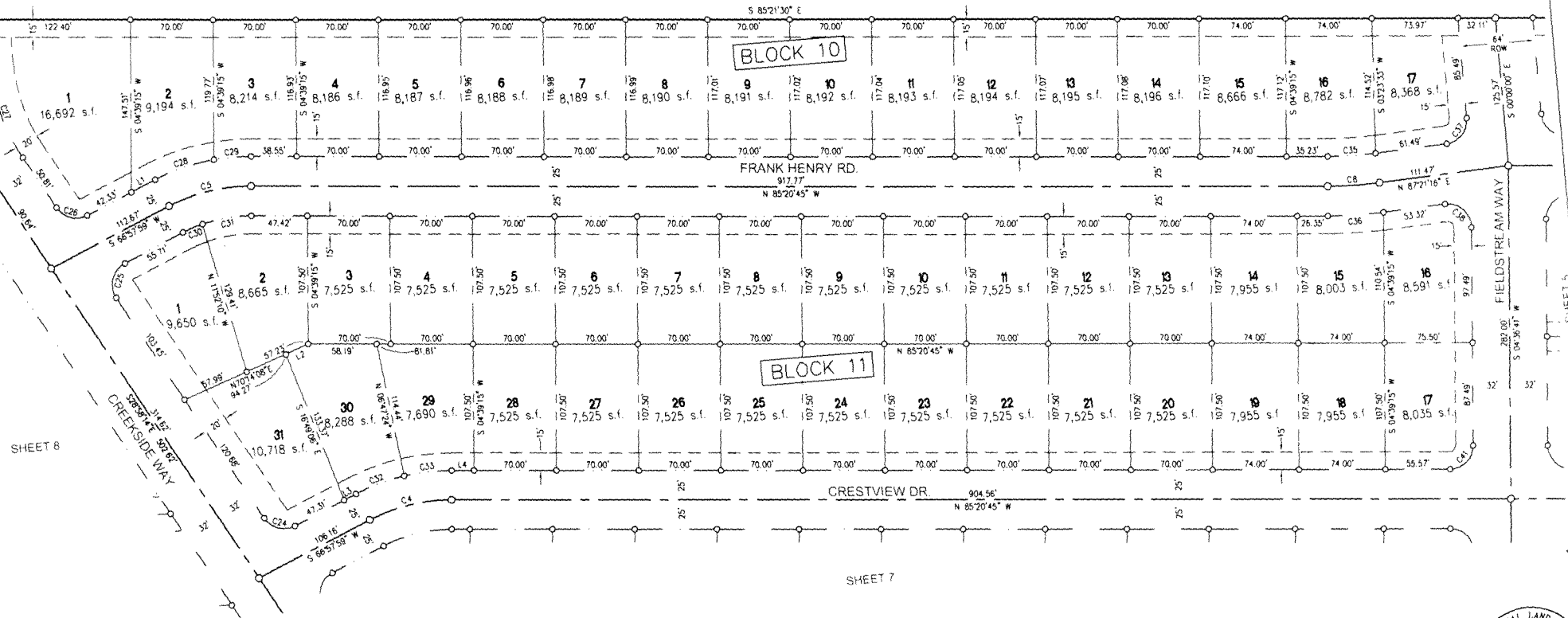
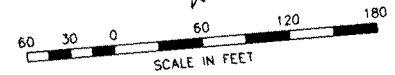
THE LAND GROUP, INC.

- Land Acquisition
- Land Development
- Real Estate Services
- Project Management
- Construction Management

14510 Big Basin Way, Suite 240
 Saratoga, CA 95070
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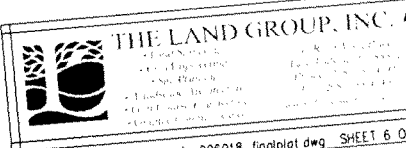
Plat Showing
PERRINE POINT SUBDIVISION
 Situated in the South 1/2 of the Southeast 1/4 of Section 6,
 Township 10 South, Range 17 East, B.M., City of Twin Falls,
 Twin Falls County, Idaho
 2008

**MATCHLINES ARE CENTERLINE OF STREETS
 **SEE SHEET 9 OF 13 FOR CURVE AND
 LINE TABLES

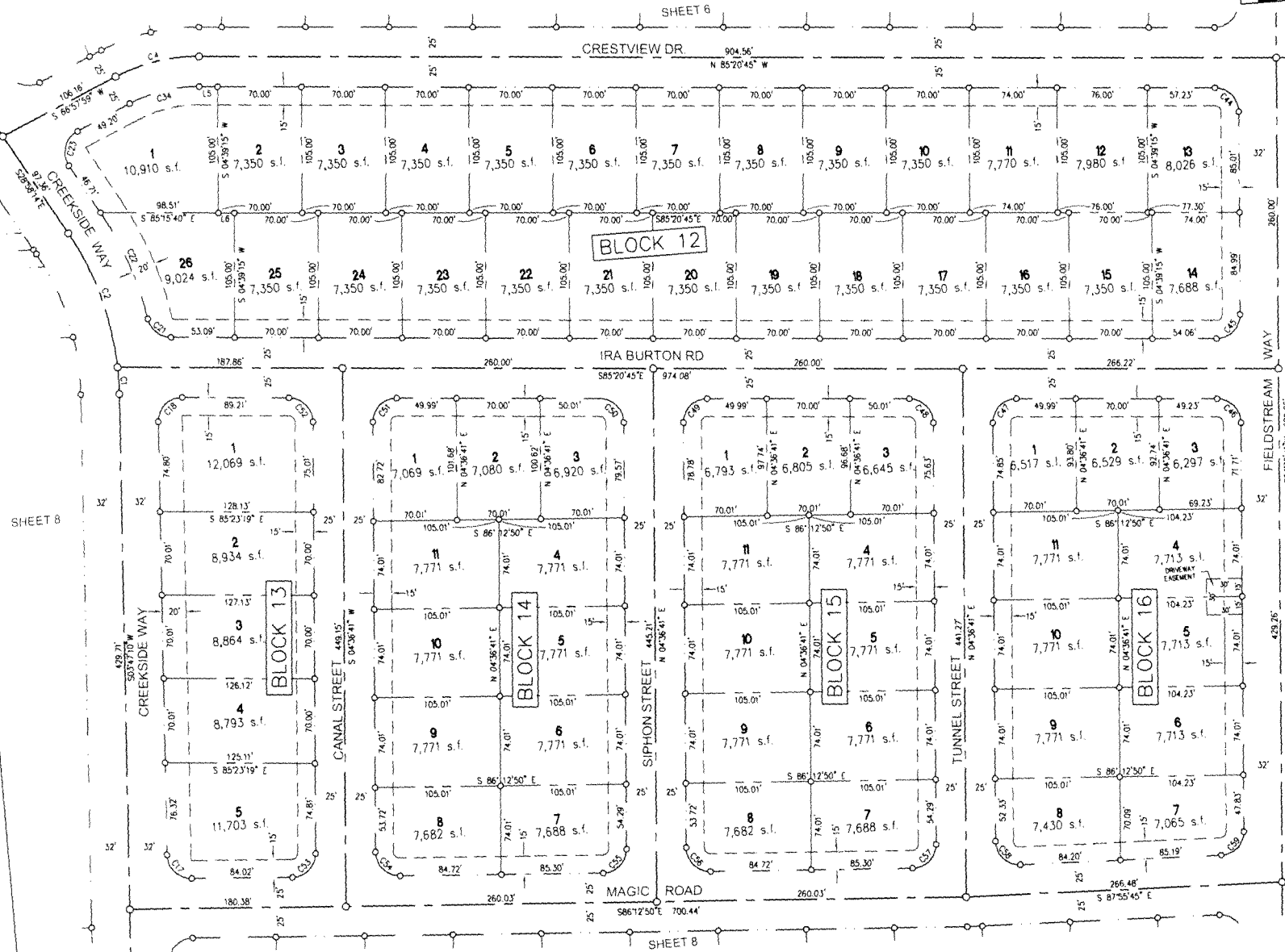
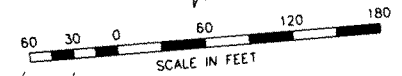


Owner/Developer

GREENRIDGE DEVELOPMENT, LLC
 14510 BIG BASIN WAY #240
 SARATOGA, CALIFORNIA, 95070
 PHONE: (408) 872-1240



**Plat Showing
PERRINE POINT SUBDIVISION**
Situating in the South 1/2 of the Southeast 1/4 of Section 6,
Township 10 South, Range 17 East, B.M., City of Twin Falls,
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2008



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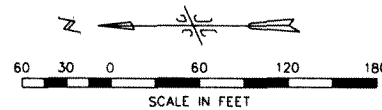
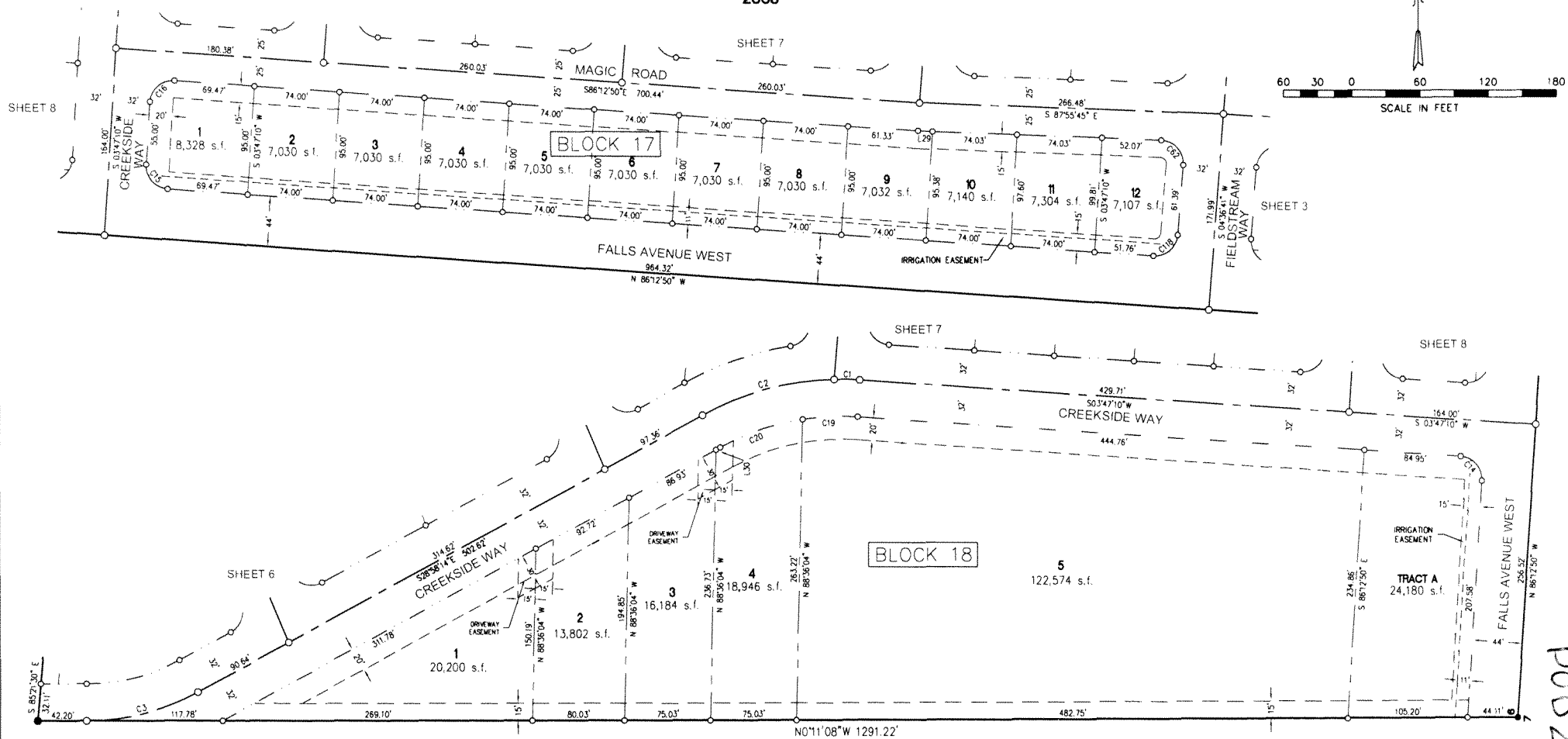
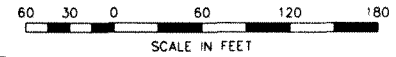
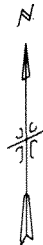
THE LAND GROUP, INC.

14510 Big Basin Way #240
Saratoga, CA 95070
Phone: (408) 872-1240
Fax: (408) 872-1241
www.thelandgroup.com

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Plat Showing
PERRINE POINT SUBDIVISION
Situated in the South 1/2 of the Southeast 1/4 of Section 6,
Township 10 South, Range 17 East, B.M., City of Twin Falls,
Twin Falls County, Idaho
2008

**MATCHLINES ARE CENTERLINE OF STREETS
**SEE SHEET 9 OF 13 FOR CURVE AND
LINE TABLES



Owner/Developer

GREENRIDGE DEVELOPMENT, LLC
14510 BIG BASIN WAY #240
SARATOGA, CALIFORNIA, 95070
PHONE: (408) 872-1240



THE LAND GROUP, INC.

2700 N. 10th St.
Suite 200
Tampa, FL 33604
Phone: (813) 281-1111
Fax: (813) 281-1112
www.thelandgroup.com

rc 3-12-88

Plat Showing **PERRINE POINT SUBDIVISION** Situated in the South 1/2 of the Southeast 1/4 of Section 6, Township 10 South, Range 17 East, B.M., City of Twin Falls, Twin Falls County, Idaho 2008

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CH. BRG.	CH. DIST.
C1	22.27'	250.00'	506°16"	11.14'	N0114°02'E	22.26'
C2	120.66'	250.00'	27°39'09"	61.53'	N15°08'40"W	119.49'
C3	100.48'	200.00'	28°47'06"	51.32'	S14°34'41"E	99.43'
C4	72.49'	150.00'	27°41'16"	36.97'	S80°48'37"W	71.78'
C5	72.49'	150.00'	27°41'16"	36.97'	S80°48'37"W	71.78'
C6	237.98'	500.00'	27°16'14"	121.29'	N80°09'03"E	235.74'
C7	57.11'	150.00'	21°48'57"	28.91'	S070°71'18"E	56.77'
C8	44.59'	350.00'	7°17'59"	22.33'	S88°59'45"E	44.56'
C9	81.60'	350.00'	13°21'30"	40.99'	N074°24'48"E	81.42'
C10	64.79'	350.00'	10°36'23"	32.49'	S09°05'22"W	64.70'
C11	44.95'	150.00'	17°10'10"	22.64'	S04°47'55"E	44.78'
C12	126.80'	500.00'	14°31'49"	63.74'	S86°31'16"W	126.46'
C13	123.16'	500.00'	14°06'46"	61.89'	S72°11'59"W	122.85'
C14	31.42'	20.00'	90°00'00"	20.00'	N48°47'10"E	28.28'
C15	31.42'	20.00'	90°00'00"	20.00'	S41°12'50"E	28.28'
C16	31.42'	20.00'	90°00'00"	20.00'	S48°47'10"W	28.28'
C17	31.42'	20.00'	90°00'00"	20.00'	S41°12'50"E	28.28'
C18	31.72'	20.00'	90°52'05"	20.31'	S49°13'12"W	28.50'
C19	48.19'	218.00'	12°39'53"	24.19'	N02°32'46"W	48.09'
C20	76.45'	218.00'	20°05'31"	38.62'	N18°55'28"W	76.06'
C21	26.67'	20.00'	76°24'01"	15.74'	S47°08'45"E	24.74'
C22	98.56'	282.00'	20°01'30"	49.79'	N18°57'29"W	98.06'
C23	33.49'	20.00'	95°56'13"	22.19'	S18°59'52"W	29.71'
C24	29.34'	20.00'	84°03'47"	18.03'	S71°00'08"E	26.78'
C25	33.49'	20.00'	95°56'13"	22.19'	S18°59'52"W	29.71'
C26	29.34'	20.00'	84°03'47"	18.03'	S71°00'08"E	26.78'
C27	84.40'	168.00'	28°47'06"	43.11'	S14°34'41"E	83.52'
C28	52.94'	175.00'	17°20'00"	26.67'	S75°37'59"W	52.74'
C29	31.63'	175.00'	10°21'16"	15.86'	S89°28'37"W	31.58'
C30	18.11'	125.00'	8°18'05"	9.07'	S71°07'02"W	18.10'
C31	42.29'	125.00'	19°23'11"	21.35'	S84°57'39"W	42.09'
C32	44.07'	175.00'	14°25'38"	22.15'	S74°10'48"W	43.95'
C33	40.50'	175.00'	13°15'38"	20.34'	S88°01'26"W	40.41'
C34	60.41'	125.00'	27°41'16"	30.80'	S80°48'37"W	58.82'
C35	41.41'	325.00'	7°17'59"	20.73'	S88°59'45"E	41.38'
C36	47.78'	375.00'	7°17'59"	23.92'	S88°59'45"E	47.74'
C37	30.49'	20.00'	87°21'16"	19.10'	N43°40'38"E	27.62'
C38	33.95'	20.00'	97°15'25"	22.71'	N44°01'02"W	30.02'
C39	31.43'	20.00'	90°02'34"	20.01'	S49°37'58"W	28.29'
C40	29.79'	20.00'	85°20'31"	18.44'	S42°40'23"E	27.11'
C41	31.43'	20.00'	90°02'34"	20.01'	N49°37'58"E	28.29'
C42	31.40'	20.00'	89°57'26"	19.99'	S40°22'02"E	28.27'
C43	31.43'	20.00'	90°02'34"	20.01'	S49°37'58"W	28.29'
C44	31.40'	20.00'	89°57'26"	19.99'	N40°22'02"W	28.27'
C45	31.43'	20.00'	90°02'34"	20.01'	N49°37'58"E	28.29'
C46	31.40'	20.00'	89°57'26"	19.99'	N40°22'02"W	28.27'
C47	31.43'	20.00'	90°02'34"	20.01'	S49°37'58"W	28.29'
C48	31.40'	20.00'	89°57'26"	19.99'	N40°22'02"W	28.27'
C49	31.43'	20.00'	90°02'34"	20.01'	S49°37'58"W	28.29'
C50	31.40'	20.00'	89°57'26"	19.99'	N40°22'02"W	28.27'
C51	31.43'	20.00'	90°02'34"	20.01'	S49°37'58"W	28.29'
C52	31.40'	20.00'	89°57'26"	19.99'	N40°22'02"W	28.27'
C53	31.13'	20.00'	89°10'29"	19.71'	N49°11'56"E	28.08'
C54	31.70'	20.00'	90°49'31"	20.29'	S40°48'04"E	28.49'
C55	31.13'	20.00'	89°10'29"	19.71'	N49°11'56"E	28.08'
C56	31.70'	20.00'	90°49'31"	20.29'	S40°48'04"E	28.49'
C57	31.13'	20.00'	89°10'29"	19.71'	N49°11'56"E	28.08'
C58	32.30'	20.00'	92°32'26"	20.91'	S41°39'32"E	28.90'
C59	30.53'	20.00'	87°27'34"	19.13'	N48°20'28"E	27.65'
C60	31.70'	20.00'	90°49'31"	20.29'	S40°48'04"E	28.49'
C61	31.12'	20.00'	89°09'08"	19.71'	S49°11'39"W	28.08'
C62	32.30'	20.00'	92°32'26"	20.91'	N41°39'32"W	28.90'
C63	11.98'	500.00'	1°22'21"	5.99'	N65°49'46"E	11.98'
C64	15.81'	525.00'	1°43'32"	7.91'	S87°04'36"E	15.81'
C65	34.98'	525.00'	3°49'05"	17.50'	S89°50'55"E	34.98'
C66	34.91'	525.00'	3°48'35"	17.46'	N86°20'15"E	34.90'
C67	44.59'	525.00'	4°52'00"	22.31'	N81°59'57"E	44.58'
C68	44.58'	525.00'	4°51'55"	22.30'	N77°08'00"E	44.57'
C69	34.79'	525.00'	3°47'49"	17.40'	N72°48'08"E	34.79'
C70	35.00'	525.00'	3°49'11"	17.51'	N68°59'39"E	34.99'
C71	17.78'	525.00'	1°56'22"	8.89'	N66°06'49"E	17.78'
C72	48.12'	475.00'	5°48'16"	24.08'	S89°06'58"E	48.10'

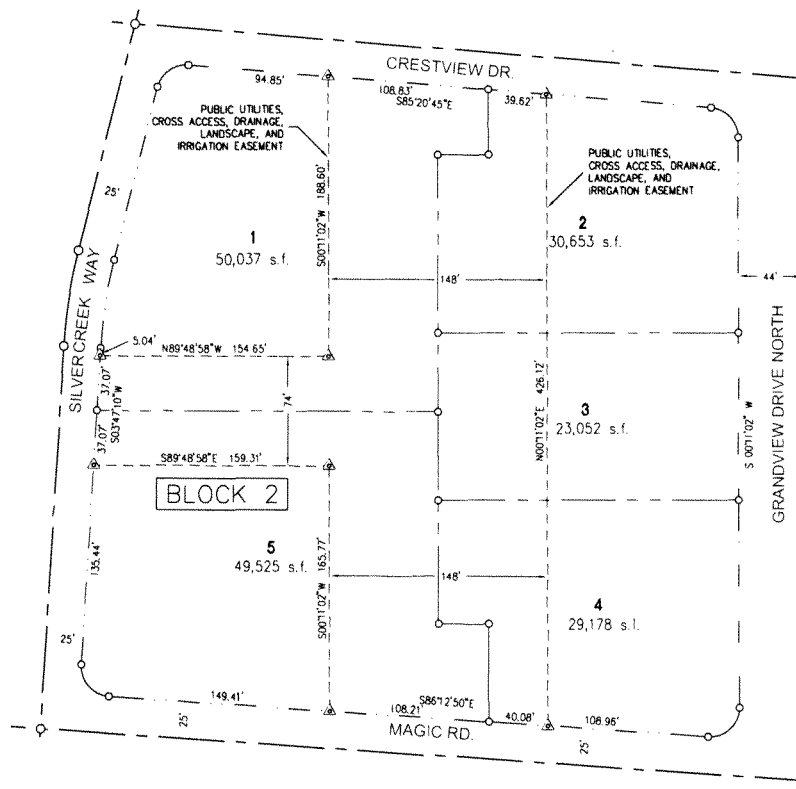
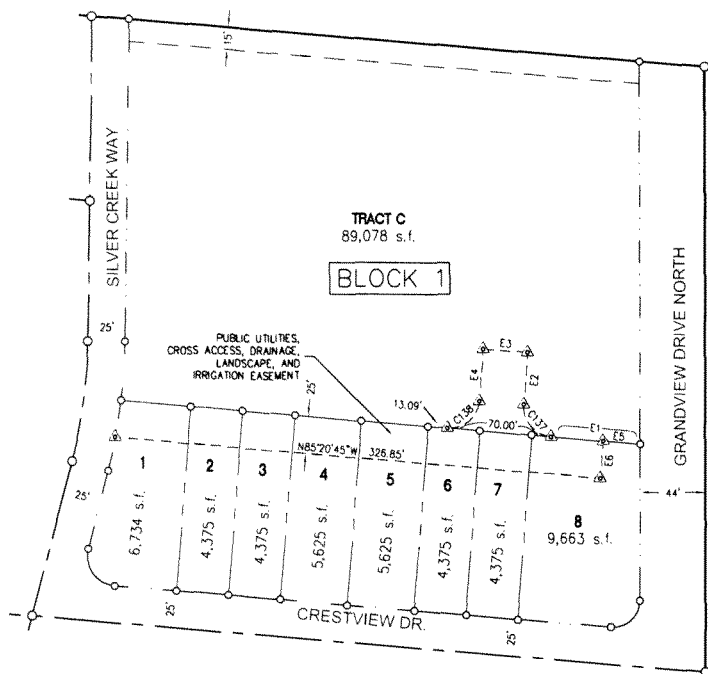
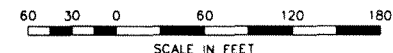
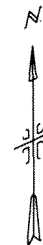
CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CH. BRG.	CH. DIST.
C73	135.38'	475.00'	16°19'47"	68.15'	N79°49'00"E	134.92'
C74	31.30'	20.00'	89°40'54"	19.89'	N26°48'40"E	28.21'
C75	33.80'	20.00'	96°49'37"	22.54'	S66°26'36"E	29.92'
C76	83.96'	525.00'	9°09'45"	42.07'	S69°43'28"W	83.87'
C77	132.93'	475.00'	16°02'03"	66.90'	S73°09'37"W	132.50'
C78	30.61'	20.00'	87°41'21"	19.21'	N30°27'40"E	27.71'
C79	28.91'	20.00'	82°49'48"	17.64'	S54°47'54"E	26.46'
C80	104.53'	475.00'	12°36'31"	52.48'	S87°28'55"W	104.32'
C81	65.43'	525.00'	7°08'25"	32.76'	S87°21'25"W	65.38'
C82	26.20'	525.00'	2°51'33"	13.10'	N87°38'36"W	26.20'
C83	31.42'	20.00'	90°00'00"	20.00'	N41°12'50"W	28.28'
C84	31.42'	20.00'	90°00'00"	20.00'	N48°47'10"E	28.28'
C85	31.42'	20.00'	90°00'00"	20.00'	S41°12'50"E	28.28'
C86	31.42'	20.00'	90°00'00"	20.00'	S48°47'10"W	28.28'
C87	18.75'	125.00'	8°35'41"	9.39'	S13°43'52"E	18.73'
C88	28.84'	125.00'	13°13'16"	14.49'	S02°49'28"E	28.78'
C89	22.88'	175.00'	7°29'24"	11.45'	S14°17'05"E	22.86'
C90	35.01'	175.00'	11°27'44"	17.56'	S04°48'31"E	34.95'
C91	8.75'	175.00'	2°51'49"	4.37'	S02°21'16"W	8.75'
C92	19.42'	175.00'	6°21'27"	9.72'	S10°12'16"E	19.41'
C93	33.02'	175.00'	10°48'43"	16.56'	S01°37'11"E	32.97'
C94	37.46'	125.00'	17°10'10"	18.87'	S04°47'55"E	37.32'
C95	31.11'	20.00'	89°07'55"	19.70'	N40°46'48"W	28.07'
C96	31.72'	20.00'	90°52'05"	20.31'	S49°13'12"W	28.50'
C97	31.11'	20.00'	89°07'55"	19.70'	N40°46'48"W	28.07'
C98	31.72'	20.00'	90°52'05"	20.31'	S49°13'12"W	28.50'
C99	34.82'	20.00'	99°44'18"	23.72'	N35°28'36"W	30.58'
C100	60.16'	325.00'	10°36'23"	30.17'	S09°05'22"W	60.08'
C101	28.02'	20.00'	80°15'42"	16.86'	S54°31'24"W	25.78'
C102	34.82'	20.00'	99°44'18"	23.72'	S35°28'36"E	30.58'
C103	28.02'	20.00'	80°15'42"	16.86'	N54°31'24"E	25.78'
C104	26.99'	325.00'	4°45'28"	13.50'	N12°00'49"E	26.98'
C105	48.79'	325.00'	8°36'02"	24.44'	N05°20'04"E	48.74'
C106	48.02'	375.00'	7°20'11"	24.04'	N10°43'27"E	47.98'
C107	39.41'	375.00'	6°01'19"	19.72'	N04°02'42"E	39.40'
C108	30.15'	20.00'	86°22'48"	18.77'	N42°09'21"W	27.38'
C109	32.68'	20.00'	93°37'12"	21.31'	N47°50'39"E	29.16'
C110	32.98'	20.00'	94°28'13"	21.62'	N47°25'08"E	29.37'
C111	29.86'	20.00'	85°31'47"	18.50'	N42°34'52"W	27.16'
C112	32.67'	20.00'	93°36'08"	21.30'	N46°59'06"E	29.16'
C113	30.16'	20.00'	86°23'52"	18.78'	N43°00'54"W	27.38'
C114	32.67'	20.00'	93°36'08"	21.30'	N46°59'06"E	29.16'
C115	31.42'	20.00'	90°00'00"	20.00'	S41°12'50"E	28.28'
C116	31.42'	20.00'	90°00'00"	20.00'	N48°47'10"E	28.28'
C117	31.70'	20.00'	90°49'31"	20.29'	S40°48'04"E	28.49'
C118	31.13'	20.00'	89°10'29"	19.71'	N49°11'56"E	28.08'
C119	43.26'	237.50'	10°26'09"	21.69'	N05°11'49"W	43.20'
C120	12.78'	237.50'	3°05'01"	6.39'	N11°57'25"W	12.78'
C121	NOT IN USE					
C122	35.81'	100.00'	20°31'11"	18.10'	S08°41'32"E	35.62'
C123	14.97'	100.00'	8°34'43"	7.50'	S14°39'45"E	14.96'
C124	24.71'	100.00'	14°09'34"	12.42'	S03°17'37"E	24.65'
C125	31.28'	237.50'	7°32'50"	15.66'	N03°45'10"W	31.26'
C126	24.76'	237.50'	5°58'20"	12.39'	N10°30'45"W	24.75'
C127	21.19'	262.50'	4°37'28"	10.60'	S11°11'11"E	21.18'
C128	54.95'	262.50'	11°59'36"	27.57'	S02°52'39"E	54.85'
C129	3.87'	100.00'	21°3'06"	1.94'	S02°40'37"W	3.87'
C130	30.72'	375.00'	4°41'35"	15.37'	S06°07'57"W	30.71'
C131	35.30'	375.00'	5°23'39"	17.67'	S11°03'35"W	35.29'
C132	NOT IN USE					
C133	6.84'	262.50'	1°29'32"	3.42'	S03°51'55"W	6.84'
C134	10.41'	262.50'	2°16'21"	5.21'	S03°28'31"W	10.41'
C135	16.91'	262.50'	3°41'29"	8.46'	S11°39'11"E	16.91'
C136	55.65'	262.50'	12°08'46"	27.93'	S03°44'03"E	55.54'
C137	31.42'	20.00'	90°00'00"	20.00'	S40°20'45"E	28.28'
C138	31.42'	20.00'	90°00'00"	20.00'	N49°39'15"E	28.28'
C139	3.40'	375.00'	0°31'09"	1.70'	N14°07'59"E	3.40'
C140	54.26'	475.00'	6°32'43"	27.16'	S68°24'57"W	54.23'
C141	78.67'	475.00'	9°29'20"	39.42'	S76°25'59"W	78.58'
C142	75.82'	475.00'	9°08'46"	37.99'	S85°45'02"W	75.74'
C143	28.71'	475.00'	3°27'45"	14.36'	N87°56'42"W	28.70'

LINE TABLE		
LINE	LENGTH	BEARING
L1	22.74'	N66°57'59"E
L2	20.95'	N70°14'08"E
L3	11.26'	N66°57'59"E
L4	18.97'	S85°20'45"E
L5	15.36'	N85°20'45"W
L6	13.30'	S85°20'45"E
L7	17.22'	N65°08'36"E
L8	20.96'	N65°08'36"E
L9	13.00'	S03°47'10"W
L10	34.00'	S89°48'58"E
L11	34.50'	S89°48'58"E
L12	27.20'	S85°20'45"E
L13	15.62'	S13°23'00"E
L14	42.29'	N65°08'36"E
L15	35.00'	N65°08'36"E
L16	40.09'	N65°08'36"E
L17	44.87'	S70°37'50"W
L18	58.08'	S76°13'58"W
L19	31.72'	S76°13'58"W
L20	27.03'	N86°12'50"W
L21	19.19'	S86°13'24"E
L22	15.11'	N00°01'15"E
L23	12.11'	N18°01'47"W
L24	9.27'	N03°47'10"E
L25	13.57'	N13°29'55"W
L26	14.32'	S03°47'10"W
L27	16.15'	S03°47'10"W
L28	2.17'	S03°47'10"W
L29	12.67'	S87°55'45"E
L30	4.26'	S28°58'14"E

rc 3-12-18

Plat Showing
PERRINE POINT SUBDIVISION
 Situated in the South 1/2 of the Southeast 1/4 of Section 6,
 Township 10 South, Range 17 East, B.M., City of Twin Falls,
 Twin Falls County, Idaho
 2008

INGRESS, EGRESS, UTILITY, DRAINAGE & EMERGENCY VEHICLE ACCESS
 EASEMENT INFORMATION
 **SEE SHEET 9 OF 13 FOR CURVE AND
 LINE TABLES



Owner/Developer
 GREENRIDGE DEVELOPMENT, LLC
 14510 BIG BASIN WAY #240
 SARATOGA, CALIFORNIA, 95070
 PHONE: (408) 872-1240

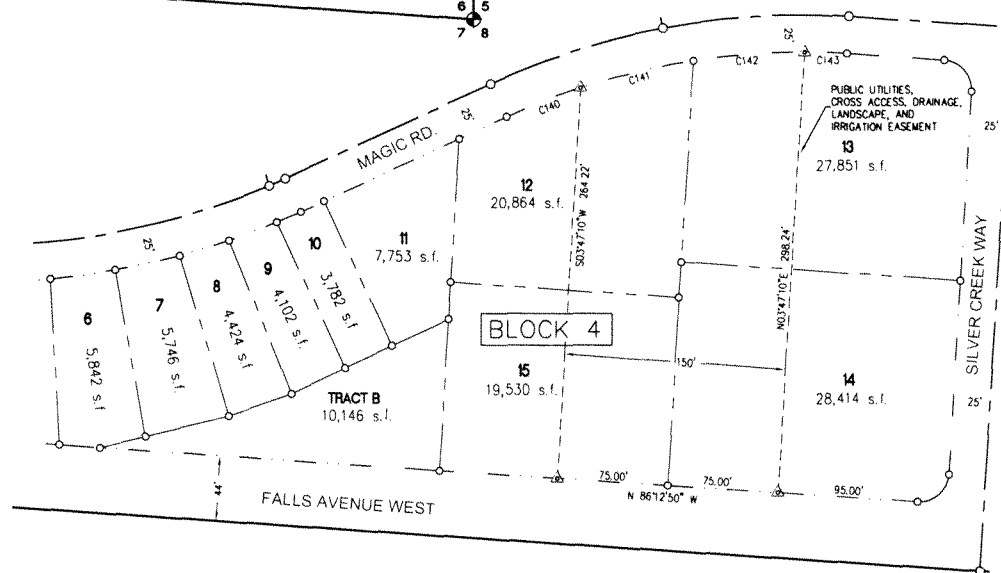
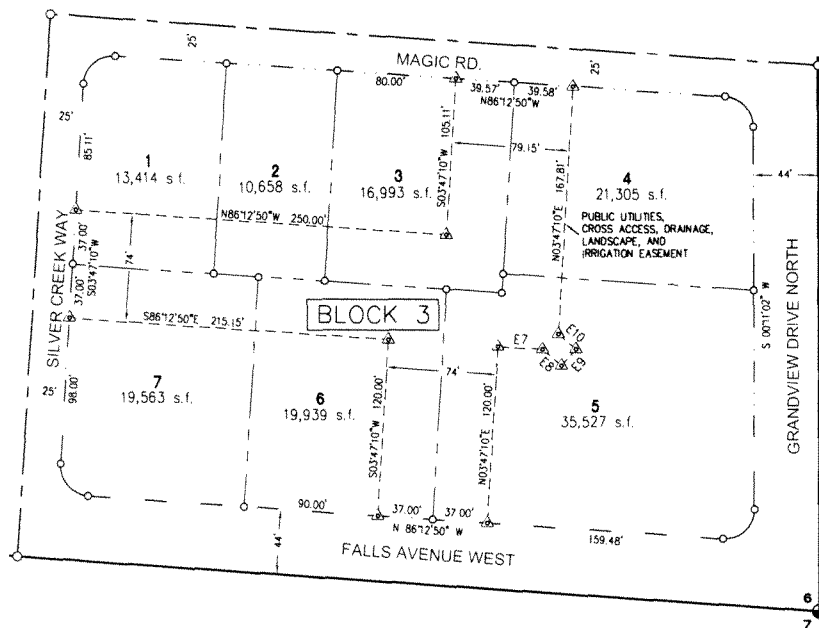
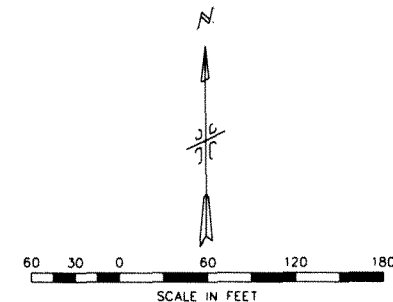


P00251

REL 3-12-08A

**Plat Showing
PERRINE POINT SUBDIVISION**
Situating in the South 1/2 of the Southeast 1/4 of Section 6,
Township 10 South, Range 17 East, B.M., City of Twin Falls,
Twin Falls County, Idaho
2008

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EASEMENT INFORMATION
**SEE SHEET 9 OF 13 FOR CURVE AND
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Owner/Developer

GREENRIDGE DEVELOPMENT, LLC
14510 BIG BASIN WAY #240
SARATOGA, CALIFORNIA, 95070
PHONE: (408) 872-1240



PUD251

Re 3-12-18

Plat Showing
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Situated in the South 1/2 of the Southeast 1/4 of Section 6,
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Twin Falls County, Idaho
2008

Certificate of Owner

KNOW ALL MEN/WOMEN BY THESE PRESENTS: THAT THE UNDERSIGNED ARE THE OWNERS OF THE REAL PROPERTY HEREFTER DESCRIBED.
A TRACT OF LAND SITUATED IN THE SOUTH ONE HALF OF THE SOUTHEAST ONE QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 17 EAST, BOISE
MERIDIAN, CITY OF TWIN FALLS FALLS COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND BRASS CAP MONUMENTING THE SOUTHEAST CORNER OF SAID SECTION 6 ON THE CENTERLINE OF GRANDVIEW DRIVE NORTH AND
FALLS AVENUE WEST, FROM WHICH A FOUND BRASS CAP MONUMENTING THE EAST ONE QUARTER OF SAID SECTION 6 BEARS NORTH 00°11'02" EAST A
DISTANCE OF 2,502.24 FEET;

THENCE FOLLOWING THE SOUTHERLY LINE OF SAID SECTION 6 AND THE CENTERLINE OF FALLS AVENUE WEST, NORTH 86°12'50" WEST A DISTANCE
OF 2632.63 FEET TO THE SOUTH ONE QUARTER CORNER OF SAID SECTION 6, BEING A FOUND 1/2-INCH STEEL PIN IN CONCRETE;

THENCE LEAVING SAID SOUTHERLY LINE AND SAID CENTERLINE LINE AND FOLLOWING THE WESTERLY LINE OF SAID SOUTH ONE HALF OF THE
SOUTHEAST ONE QUARTER, NORTH 00°11'08" WEST A DISTANCE OF 1291.22 FEET TO THE NORTHWEST CORNER OF SAID SOUTH ONE HALF OF THE
SOUTHEAST ONE QUARTER BEING A FOUND 5/8-INCH STEEL PIN;

THENCE LEAVING SAID WESTERLY LINE AND FOLLOWING THE NORTHERLY LINE OF SAID SOUTH ONE HALF OF THE SOUTHEAST ONE QUARTER, SOUTH
85°21'30" EAST A DISTANCE OF 2643.75 FEET TO A POINT ON THE EASTERLY LINE OF SAID SECTION 6 AND THE CENTERLINE OF SAID GRANDVIEW
DRIVE NORTH AND ALSO BEING THE NORTHEAST CORNER OF SAID SOUTH ONE HALF OF THE SOUTHEAST ONE QUARTER, BEING A SET 5/8-INCH
STEEL PIN;

THENCE LEAVING SAID NORTHERLY LINE AND FOLLOWING SAID EASTERLY LINE AND SAID CENTERLINE SOUTH 00°11'D2" WEST A DISTANCE OF
1251.12 FEET TO THE REAL POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 76.78 ACRES, MORE OR LESS, SUBJECT TO ALL EXISTING EASEMENTS AND RIGHTS-OF-WAY.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE SAID LAND IN THIS PLAT. THE UNDERSIGNED, BY THESE PRESENTS, DEDICATES TO
THE PUBLIC USE FOREVER ALL PUBLIC STREETS AS SHOWN ON THIS PLAT. THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC
BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS SHOWN ON THIS
PLAT. NO STRUCTURES OTHER THAN FOR SUCH UTILITY AND OTHER DESIGNATED PUBLIC USES ARE TO BE ERRECTED WITHIN THE LIMITS OF SAID
EASEMENTS UNLESS NOTED OTHERWISE ON THIS PLAT.

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

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

JACK BAUER, MANAGER
GREENRIDGE DEVELOPMENT, LLC

Acknowledgment

STATE OF _____)
COUNTY OF _____)

ON THIS _____ DAY OF _____, 200____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND
FOR SAID STATE, PERSONALLY APPEARED JACK BAUER, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF THE LIMITED
LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF THE
COMPANY AND ACKNOWLEDGED TO ME THAT SAID COMPANY 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 STATE OF _____ RESIDING AT _____
MY COMMISSION EXPIRES _____

Notes

1. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFICALLY APPROVED AND/OR REQUIRED.
2. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION
3. IRRIGATION WATER RIGHTS WILL BE TRANSFERRED TO THE CITY OF TWIN FALLS REGIONAL IRRIGATION DISTRICT AND AN APPROVED PRESSURE IRRIGATION SYSTEM WILL BE PROVIDED.
4. ALL LOT LINES COMMON TO GRANDVIEW DRIVE NORTH AND FALLS AVENUE WEST RIGHT-OF-WAY WITHIN PERRINE POINT SUBDIVISION AS SHOWN HEREON SHALL HAVE 20 FOOT WIDE SIDEWALK AND UTILITY EASEMENT, SAID SIDEWALK EASEMENT SHALL BE LIMITED TO TWELVE FEET BEHIND SAID EAST RIGHT-OF-WAY AND SAID UTILITY EASEMENT SHALL BE LIMITED TO EIGHT FEET BEHIND SAID SIDEWALK EASEMENT
5. ALL LOT LINES COMMON TO MAGIC ROAD, CANAL STREET, SIPHON STREET, TUNNEL STREET, IRA BURTON STREET, CRESTVIEW DRIVE, FRANK HENRY ROAD, RESERVOIR LANE, COULEE LANE AND SILVER CREEK WAY PUBLIC RIGHT-OF-WAY WITHIN PERRINE POINT SUBDIVISION AS SHOWN HEREON SHALL HAVE A 15 FOOT WIDE UTILITY EASEMENT, UNLESS OTHERWISE DIMENSIONED. HOWEVER, THIS SHALL NOT PRECLUDE THE CONSTRUCTION OF THE PROPER HARD SURFACED DRIVEWAYS FROM ACCESS OF EACH INDIVIDUAL LOT.
6. ALL LOT LINES COMMON TO CREEKSIDE WAY AND FIELDSTREAM WAY PUBLIC RIGHT-OF-WAY WITHIN PERRINE POINT SUBDIVISION AS SHOWN HEREON SHALL HAVE A 20 FOOT WIDE SIDEWALK AND UTILITY EASEMENT, UNLESS OTHERWISE DIMENSIONED.
7. ALL REAR LOT LINES IN BLOCK 5, 6, 7 AND 8 SHOWN HEREON, SHALL HAVE A 12.5 FOOT WIDE ACCESS, UTILITY AND DRAINAGE EASEMENT.
8. TRACT C, BLOCK 1 IS HEREBY RESERVED FOR WATER RETENTION AND CITY PARK AREA.
9. THE LOT CORNER COMMON TO LOTS 4 AND 5, BLOCK 16 AND FIELDSTREAM WAY PUBLIC RIGHT-OF-WAY, THE LOT CORNER COMMON TO LOTS 1 AND 2, BLOCK 18 AND CREEKSIDE WAY RIGHT-OF-WAY AND THE LOT CORNER COMMON TO LOTS 3 AND 4, BLOCK 18 AND CREEKSIDE WAY RIGHT-OF-WAY WILL BE DESIGNATED AS A LOCATION OF SHARED DRIVEWAY APPROACHES. SEE PLAT FACE FOR DRIVEWAY EASEMENT LOCATIONS.
10. TRACT A, BLOCK 18 IS HEREBY RESERVED FOR WATER RETENTION.
11. TRACT B, BLOCK 4, IS HEREBY RESERVED AS OPEN SPACE.
12. LOT 5, BLOCK 18 IS HEREBY RESERVED FOR A PRESSURE IRRIGATION LOT.
13. ACCESS ONTO CREEKSIDE WAY, FIELDSTREAM WAY, FALLS AVENUE WEST AND GRANDVIEW DRIVE NORTH IS PROHIBITED WHEN ACCESS ONTO A LOCAL STREET IS AVAILABLE.
14. TEMPORARY RETENTION AREAS WILL BE INSTALLED FOR STORM DRAIN RUNOFF FROM ROAD RIGHT-OF-WAYS AS PER APPROVED CONSTRUCTION PLANS. THESE TEMPORARY RETENTION AREAS WILL BE VACATED WHEN PERMANENT RETENTION AREAS ARE CONSTRUCTED

PUD251

Owner/Developer

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REL 3-12-180

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2008

Certificate of Twin Falls County Surveyor

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

DATE _____ TWIN FALLS COUNTY SURVEYOR _____

Acknowledgment

STATE OF _____)
COUNTY OF _____) ss

ON THIS _____ DAY OF _____, 200____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED RICHARD H. CARLSON, KNOWN OR IDENTIFIED TO ME TO BE THE TWIN FALLS COUNTY SURVEYOR AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

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

_____ RESIDING AT _____
NOTARY PUBLIC FOR STATE OF _____ MY COMMISSION EXPIRES _____

Approval of City Council

THE FOREGOING PLAT WAS DULY ACCEPTED AND APPROVED BY THE CITY COUNCIL OF TWIN FALLS, IDAHO AT THEIR REGULAR MEETING ON THE _____ DAY OF _____, 2007.

_____ MAYOR _____ CITY CLERK

Approval of City Engineer

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF TWIN FALLS, IDAHO, HAVE REVIEWED THE FOREGOING PLAT AND HEREBY CERTIFY THAT IT CONFORMS WITH THE APPLICABLE ORDINANCES OF THE CITY OF TWIN FALLS, IDAHO.

_____ CITY ENGINEER _____ DATE _____
ATTEST CLERK _____

Approval of County Commissioners

I, THE UNDERSIGNED, COUNTY COMMISSIONER IN AND FOR TWIN FALLS COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE COUNTY COMMISSIONERS HELD ON THE _____ DAY OF _____, 20____ THIS PLAT WAS DULY ACCEPTED AND APPROVED.

_____ DATE _____ COUNTY COMMISSIONER _____
ATTEST CLERK _____

Certificate of the County Treasurer

THIS IS TO CERTIFY THAT THE UNDERSIGNED, PER THE REQUIREMENTS OF IDAHO CODE 50-1308, DOES HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

_____ TWIN FALLS COUNTY TREASURER _____ DATE _____

Certificate of Surveyor

I, HUGH W. EDWARDS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" HAS BEEN DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODES RELATING TO PLATS, SURVEYS AND THE CORNER PERPETUATION AND FILING ACT, IDAHO CODE 55-1601 THROUGH 55-1612.

_____ HUGH W. EDWARDS _____ DATE _____



Certificate of Twin Falls County Recorder

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss
INSTRUMENT NUMBER _____

I HEREBY CERTIFY THAT THIS PLAT WAS FILED AT THE REQUEST OF _____ AT _____ MINUTES PAST _____ O'CLOCK _____ M THIS _____ DAY OF _____, A.D. 200____, IN MY OFFICE AND WAS DULY RECORDED IN BOOK _____ OF PLATS AT PAGES _____, _____ AND _____.

_____ DEPUTY FEE: _____ EX-OFFICIO RECORDER _____



PUD251