



Twin Falls City Council Agenda

Monday, January 27, 2020, 5:00 PM

- AMENDED -

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

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

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) PROCLAMATIONS: None
- 4) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve the January 13, 2020, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve the Accounts Payable for January 9-22, 2020.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to approve the Findings of Fact and Conclusions of Law for the following: Cedarpark Subdivision No. 12 Final Plat and Idaho Department of Corrections Annexation
By: Jonathan Spendlove, Planning & Zoning Director
 - d) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing Rose Russell Subdivision.
By: Mark Holtzen, City Engineer
 - e) **ACTION ITEM:** Request to approve a Trust Agreement for Rose Russell Subdivision, placing Lot 1, Block 1 in trust.
By: Mark Holtzen, City Engineer
 - f) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing Sundance Subdivision No. 2.
By: Mark Holtzen, City Engineer
 - g) **ACTION ITEM:** Request to approve a Trust Agreement for Sundance Subdivision No. 2, a PUD, placing all lots in trust.
By: Mark Holtzen, City Engineer
- 5) ITEMS OF CONSIDERATION

- a) **ACTION ITEM:** Request to confirm the appointments of Dan Brizee, Greg McEntarffer and Steve Olsen to the Building Safety Department Advisory Committee. Request to also waive the residency requirements for Dan Brizee, Greg McEntarffer and Steve Olsen to serve on this board.

By: Suzanne Hawkins , Mayor

- b) **PRESENTATION:** Reimbursement of operational expenses at the Wastewater Treatment Facility.

By: Jason Brown, Environmental Engineer, Jack Bennion, Jacobs Engineering Group

- c) **ACTION ITEM:** Consider a request for City of Twin Falls to contribute \$10,000 in matching funds for an Idaho Department of Parks and Recreation Recreational Trail Grant to complete a pedestrian bridge across the Snake River connecting Auger Falls Heritage Park and the area below Yingst Grade.

By: Melissa Barry Southern Idaho Tourism

- d) **PRESENTATION:** 2020 Annual Back-flow Report

By: Rob Bohling, Shawn Shropshire, Justin Ash, Water Department

- e) **PRESENTATION:** A presentation on the finances of the City of Twin Falls for three months of fiscal year 2019-2020. This presentation will be an overview of the tax-supported funds and the three major enterprise funds: Water, Wastewater and Sanitation.

By: Lorie Race, CFO

6) GENERAL PUBLIC INPUT

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

8) PUBLIC HEARINGS

9) ADJOURNMENT

- a) **REQUEST TO ADJOURN TO 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.

(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

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, January 13, 2020, 5:00 PM

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

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

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

Absent:

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Brian Pike, City Attorney Shayne Nope, CFO Lorie Race, Police Captain Matt Hicks, Fire Chief Les Kenworthy, Battalion Chief Ron Aguirre, City Engineer Mark Holtzen, Staff Engineer Lee Glaesemann, Planning & Zoning Director Jonathan Spendlove, City Planner Steve O'Connor, City Planner Brock Cherry, Public Works Director Jon Caton, Waste Water Superintendent Doug Gonzales, Water Superintendent Rob Bohling, Economic Development Director Nathan Murray, Public Information Officer Josh Palmer, Network Administrator Mike Plane, Finance Administrative Assistant Amy Luna.

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

2) PLEDGE OF ALLEGIANCE

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

3) PROCLAMATIONS: None

4) GENERAL PUBLIC INPUT: None

5) CONSENT CALENDAR

MOTION: Council Member Barigar moved to approve the Consent Calendar as presented. **Vice Mayor Pierce** 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 January 06, 2020, City Council Minutes.
- b) **ACTION ITEM:** Request to approve the Accounts Payable for January 2nd thru 8th, 2020.
- c) **ACTION ITEM:** Request to approve a Final Plat for the Cedarpark Subdivision No. 12, PUD, located at the southwest corner of Whispering Pine Dr. and Meadow View Ln. North.

6) ITEMS OF CONSIDERATION

- a) **PRESENTATION:** Southern Idaho Economic Development Update.

Connie Stopher, SIED presented the Southern Idaho Economic Development Update.

Mayor Hawkins thanked Ms. Stopher for her presentation.

- b) **ACTION ITEM:** Request to approve draft introduction letters for initial inquiry to form Sister City relationships with three international cities.

Economic Development Director Murray requested to approve draft introduction letters for initial inquiry to form Sister City relationships with three international cities.

Discussion ensued on the following:

Council Member Pierce: What happens if all three cities say yes? Are we equipped to have three sister cities at the same time? Are you aware of other cities that have multiple sister cities?

Council Member Lanting: Spoke in favor of the letter.

Mayor Hawkins: Would it be appropriate to change the format to be more personal?

MOTION: Council Member Lanting moved to approve the request to approve draft introduction letters for initial inquiry to form Sister City relationships with three international cities. **Council Member C. Hawkins** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- c) **ACTION ITEM:** Request to replace the failing Sunway Soccer Pressurized Irrigation Station using reserve funds.

Staff Engineer Glaesemann requested to replace the failing Sunway Soccer Pressurized Irrigation Station using reserve funds.

Discussion ensued on the following:

Council Member Reid: Will this affect the station only or some of the lines? How long will the new station last?

MOTION: Council Member Pierce moved to approve the request to replace the failing Sunway Soccer Pressurized Irrigation Station using reserve funds in the amount of \$115,000.00. **Council Member Lanting** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- d) **ACTION ITEM:** Request to begin exploration of planning a 2020 Fire Station Initiative, and to re-establish the Fire Station Committee.

Fire Chief Kenworthy requested to begin exploration of planning a 2020 Fire Station Initiative, and to re-establish the Fire Station Committee.

Discussion ensued on the following:

Council Member Reid: Asked for clarification on the requested new members.

Council Member Boyd: Asked about the number of members for a quorum.

Council Member Barigar: What kind of timeline do you see going forward? Spoke in favor of this request.

Council Member Reid: Spoke in favor of this request.

Council Member Lanting: Spoke about the property tax issues and in favor of this request.

MOTION: Council Member Reid moved to approve the request to begin exploration of planning a 2020 Fire Station Initiative, and to re-establish the Fire Station Committee. **Vice Mayor Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- e) **ACTION ITEM:** Request to review bids for the disposal of real property located at 303 4th Avenue East.

Deputy City Manager Humble requested to review bids for the disposal of real property located at 303 4th Avenue East. No bids received. Requesting authorization from the Council to move forward.

Discussion ensued on the following:

Council Member C. Hawkins: Is the interested party the other half owner of the property? **Council**

Member Barigar: Would like to have a conversation with the other half owner of the property.

MOTION: Council Member Barigar moved to direct staff to negotiate with the other property owner, with an interest in the property, to negotiate a sales price and bring it back to Council for approval. **Council Member Boyd** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

City Manager Rothweiler shared that the future agendas will be changed by removing the first "Public Input Session".

There will not be a Council Meeting on Monday, January 20th in observance of Martin Luther King Jr. Day. The meeting will not be moved to Tuesday, January 21st due to the AIC Meeting.

Monday, January 27, 2020 will be the next scheduled City Council Meeting.

This is the last City Council Meeting for Deputy City Manager Pike. He will be retiring after 25 years of service.

Deputy City Manager Pike thanked the Council.

Mayor Hawkins spoke about the early morning radio rotation and asked for volunteers going forward.

Recess started at 5:52 and ended at 6:02

8) PUBLIC HEARINGS

- a) **ACTION ITEM:** A public hearing for new and increased fees in the Utility Rate Resolution.

CFO Race presented information for new and increased fees in the Utility Rate Resolution.

Discussion ensued on the following:

Council Member Boyd: Asked for clarification on the \$200 fee. Would multiple citizens/developers have to pay this fee.

City Engineer Holtzen: Explained the \$200 fee.

Vice Mayor Pierce: Have you projected what this would add to the City as additional revenue?

Public Hearing Opened: 6:10

Public Hearing Closed: 6:11

MOTION: Council Member Lanting moved to approve new and increased fees in the Utility Rate Resolution #2020-001. **Council Member C. Hawkins** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- b) **ACTION ITEM:** Request for a Zoning District Change and Zoning Map Amendment from R-4 to R-6 ZDA and to amend the Elizabeth Estates Zoning Development Agreement for property located on the south side of the 1800 block of Elizabeth Blvd. c/o Gerald Martens on behalf of Elizabeth Properties, LLC.(PZ19-0131)

City Planner O'Connor presented a request for a Zoning District Change and Zoning Map Amendment from R-4 to R-6 ZDA and to amend the Elizabeth Estates Zoning Development Agreement for property located on the south side of the 1800 block of Elizabeth Blvd. c/o Gerald Martens on behalf of Elizabeth Properties, LLC. (PZ19-0131)

Gerald Martens spoke on behalf of Elizabeth Properties, LLC.

Discussion ensued on the following: None

Public Hearing Opened: 6:18 pm

Citizen Steve Kiefer: Spoke against this project

Citizen Andy Arenz: Spoke against this project. Would like to see more green space

Public Hearing Closed: 6:21

Applicant Spokesman Martins: Addressed the Citizen comments.

Discussion ensued on the following:

Council Member Reid: Asked about the light issue that was brought up by a citizen.

MOTION: Council Member Barigar moved to approve the request for a Zoning District Change and Zoning Map Amendment from R-4 to R-6 ZDA and to amend the Elizabeth Estates Zoning Development Agreement for property located on the south side of the 1800 block of Elizabeth Blvd. c/o Gerald Martens on behalf of Elizabeth Properties, LLC. (PZ19-0131). **Vice Mayor Pierce** seconded the motion. Roll call vote showed all members present voted with Council Members Boyd & C. Hawkins abstaining. 5-0-2.

- c) **ACTION ITEM:** Request to approve for an Annexation with a Zoning District Change from M1 to M2 for property located at 594 & 616 Washington Street South c/o Ben Bernier on behalf of Idaho Department of Corrections. (PZ19-0147).

City Planner Cherry presented a request for approval for an Annexation with a Zoning District Change from M1 to M2 for property located at 594 & 616 Washington Street South, c/o Ben Bernier on behalf of Idaho Department of Corrections. (PZ19-0147)

Applicant Spokesman Bernier presented their request.

Discussion ensued on the following:

Council Member Lanting: Asked if this was part of the \$5M

Council Member Barigar: Asked for clarification on the M2 Zoning request.

Council Member Boyd: Asked for input from the Idaho Department of Corrections on what will happen at this facility.

Public Hearing Opened: 6:40

Citizen Frank Masconi: Spoke against this request

Public Hearing Closed: 6:41

Discussion ensued on the following:

Council Member Barigar: Spoke about the benefit of the annexation. Suggested looking at the zoning code as we go through our re-write.

MOTION: Council Member Boyd moved to approve the request for an Annexation with a Zoning District Change from M1 to M2 for property located at 594 & 616 Washington Street South, c/o Ben Bernier on behalf of Idaho Department of Corrections. (PZ19-0147). **Council Member Barigar** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

9) ADJOURNMENT

The meeting adjourned at 06:44 PM

Amy Luna, Administrative Assistant Finance



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:	)	
	)	
<u>Final Plat Application,</u>	)	FINDINGS OF FACT,
	)	
<u>Cedarpark Subdivision No. 12</u>	)	CONCLUSIONS OF LAW,
<u>Gary N. Nelson & Co.</u>	)	
<u>c/o EHM Engineers, Inc.</u>	)	
Applicant(s).	)	
	)	AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on **January 13, 2020** for consideration of the final plat of the **Cedarpark No. 12 Subdivision**, approximately **4.55 (+/-)** acres located at **Southwest corner of Whispering Pine Drive and Meadowview Lane North** and the City Council having heard testimony from interested parties, having received written Findings from the Planning and Zoning Commission and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has requested approval of the final plat of the **Cedarpark No. 12 Subdivision**, approximately **4.55 (+/-)** acres located at **Southwest corner of Whispering Pine Drive and Meadowview Lane North**.
2. The property in question is zoned **R-4 PUD and R-4 PRO PUD** pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as **Town Neighborhood** in the duly adopted Comprehensive Plan of the City of Twin Falls.
3. The existing neighboring land uses in the immediate area of this property are: to the north, **Residential**; to the south, **Multi-family Development**; to the east, **Meadowview Lane North/Agricultural**; to the west, **Religious Facility**.
4. The City Engineering Office has reviewed the final plat and has approved the proposed street accesses and public utility extensions, subject to availability of such services at the time of development. The developer will pay all costs of public improvements, including but not limited to streets, curb gutter and sidewalks, sewer, water and pressurized irrigation systems. The proposed development includes dedication of additional right-of-way in compliance with the Master Street Plan.

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

CONCLUSIONS OF LAW

1. The final plat of the **Cedarpark No. 12 Subdivision**, approximately **4.55 (+/-)** acres located at **Southwest corner of Whispering Pine Drive and Meadowview Lane North** is in conformance with the objectives of the zoning ordinance and the policy for developments in Twin Falls City Code §10-1-4. Specifically, the land can be used safely for building purposes without danger to health or peril from fire, flood or other menace, proper provision has been made for drainage, water sewerage and capital improvements including schools, parks, recreation facilities, transportation facilities and improvements, all existing and proposed public improvements conform to the Comprehensive Plan.

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

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

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

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

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

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

DECISION

The request for approval of the final plat of the **Cedarpark No. 12 Subdivision**, approximately **4.55 (+/-)** acres located at **Southwest corner of Whispering Pine Drive and Meadowview Lane North** is hereby granted, subject to final technical review by the City Engineer's Office and subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

“EXHIBIT NO. A”

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



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:

Annexation Application

Idaho Department of Corrections

c/o Ben Bernier

Applicant(s)

)
) FINDINGS OF FACT,
)
) CONCLUSIONS OF LAW,
)
)
) AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on **January 13, 2020** for public hearing pursuant to public notice as required by law for Annexation with a zoning designation of **M-2**, currently zoned **M-1**, for **three (3) (+/-)** acres located at **594 & 616 Washington Street South** and the City Council having heard testimony from interested parties being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for Annexation with a zoning designation of **M-2**, currently zoned **M-1**, for **three (3) (+/-)** acres located at **594 & 616 Washington Street South**.
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following date: **December 26, 2019**.
3. The property in question is zoned **M-1** pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as **Neighborhood Commercial** in the duly adopted Comprehensive Plan of the City of Twin Falls.
4. The existing neighboring land uses in the immediate area of this property are: to the north, **Civic-South Central Community Action Partnership**; to the south, **Residential**; to the east, **Manufacturing**; to the west, **Agriculture**.

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

CONCLUSIONS OF LAW

1. The application for Annexation with a zoning designation of **M-2**, currently zoned **M-1**, for **three (3) (+/-)** acres located at **594 & 616 Washington Street South** is consistent with the purpose of the **M-2** Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed annexation is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-4-9, 10-7-12, 10-11-11, 10-11-1 through 8, 10-13 of the Twin Falls City Code.

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

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

5. The application for Annexation with a zoning designation of **M-2**, currently zoned **M-1**, for **three (3) (+/-)** acres located at **594 & 616 Washington Street South** should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls.

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

DECISION

1. The application for Annexation with a zoning designation of **M-2**, currently zoned **M-1**, for **three (3) (+/-)** acres located at **594 & 616 Washington Street South** is hereby granted as presented.

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

MAYOR - TWIN FALLS CITY COUNCIL

DATE

APPLICATION # **PZ19-0147**



Date: Monday, January 27, 2020
To: Honorable Mayor and City Council
From: Mark Holtzen, City Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to accept the Improvement Agreement for the purpose of developing Rose Russell Subdivision.

Time Estimate:

N/A

Background:

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

Approval Process:

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

Budget Impact:

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

Regulatory Impact:

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

History:

N/A

Analysis:

N/A

Conclusion:

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

Attachments:

1. Improvement Agreement - Rose Russell Subd

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 JOE C. RUSSELL hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development ROSE RUSSELL SUBDIVISION.

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

WHEREAS, Developer desires to develop said real property for the following purposes:
TO CREATE A CONFORMING PARCEL WITH DEVELOPMENT RIGHTS THAT CAN BE DEVELOPED OR SOLD

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

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

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

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

W I T N E S S E T H

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

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service 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 (ISPMC) 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 luminaries or poles. Prior approval will be required, and the cost of maintenance, replacement and power usage will be considered.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required 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

- 1) THIS ONE LOT SUBDIVISION WILL BE HELD IN TRUST / ESCROW UNTIL SUCH TIME THAT THE PUBLIC INFRASTRUCTURE HAS BEEN BONDED FOR OR INSTALLED.
- 2) A PRIVATE PRESSURE IRRIGATION SYSTEM SHALL BE INSTALLED AND OR UTILIZED. TWIN FALLS CANAL COMPANY WATER SHARES WILL NOT BE TRANSFERRED TO THE CITY.

b) City Costs

- (1) None.

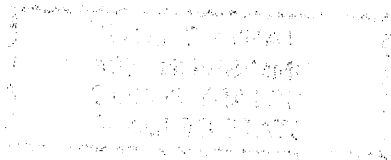
XIII.

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.

CITY OF TWIN FALLS, IDAHO

Mayor

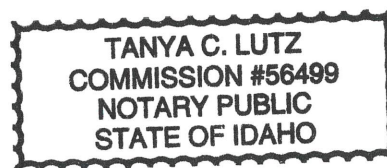
JOE C. RUSSELL

x John C. Russell

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 on the

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

~~PARTNERSHIP~~

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

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

Notary Public for Idaho
Residing



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:

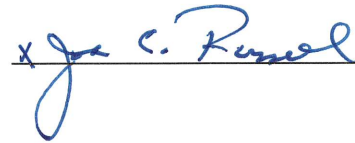
ROSE RUSSELL SUBDIVISION

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

CITY OF TWIN FALLS, IDAHO

City Clerk_____
Mayor

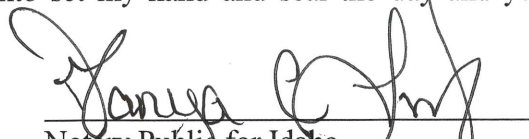
Developer

JOE C. RUSSELL


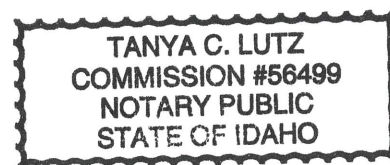
STATE OF IDAHO)
)ss.
County of Twin Falls)

On this 15th day of October, 2019, before me, the undersigned, a Notary Public for Idaho, personally appeared JOE C. RUSSELL, 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 Filer, ID





Date: Monday, January 27, 2020
To: Honorable Mayor and City Council
From: Mark Holtzen, City Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to approve a Trust Agreement for Rose Russell Subdivision, placing Lot 1, Block 1 in trust.

Time Estimate:

N/A

Background:

Rose Russell Subdivision, is located in the 2400 E block of Addison Ave. E. The developer is requesting to place the aforementioned lot 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. Trust Agreement - Rose Russell Subd
2. Final Plat - Rose Russell Subdivison
3. Aerial Image - Rose Russell Subd

Trust Agreement

This Trust Agreement (the "Agreement") is made and entered into this ____ day of January 2020 by and between JOE C. RUSSELL (hereinafter "Trustor"); *Title One*, (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:

See Attached Exhibit 'A'

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 Russell Rose Subdivision, a copy of which is attached hereto as Exhibit 'A', or those which are placed on the Property with the prior written consent of the Trustee. The Trustee shall not convey, transfer or encumber all or any interest in the Property, save and except to the extent as directed by the Trustor by written instrument delivered to the Trustee.
3. It is understood and agreed that the purpose of this Agreement is to provide Trustor with a convenient means of, subdividing, developing and selling the Property. It shall be the entire responsibility of the Trustor to effect such developing, subdividing and selling of the Property and to provide whatever subdivision plat it may desire and to pay all costs and expenses of said developing, subdividing and selling, and Trustee shall have no liability for any costs or expenses therefor or for any claim, damage, loss or liability sustained to the Property or Trustor or to any other person or persons in connection with said matter, save and except to the extent caused by Trustee's failure or refusal to comply with the terms and conditions of this Agreement.
4. The Trustor may, as it desires from time to time, sell all or any portion of the Property in its sole and complete discretion. The Trustee agrees that, when it is so instructed in writing by Trustor, Trustee shall execute and deliver to the person or persons designated by Trustor, a fiduciary deed conveying good and marketable title to the Property or any part thereof as designated, and at said time the

Trustor agrees to pay to Trustee any reasonable costs and expenses incurred by the Trustee hereunder and to pay the normal and customary fee for the cost of an owner's title insurance policy to be issued by *TitleOne*.

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: 1/16/2020

TRUSTOR:


Joe C. Russell

Exhibit "A"

PHASE CONTROL DEVELOPMENT NOTICE

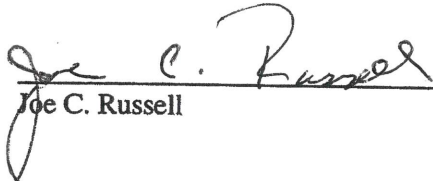
THIS NOTICE prohibits the conveyance of any undeveloped lots in Rose Russell Subdivision until such time as Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

TitleOne, 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.

Insert Legal Description

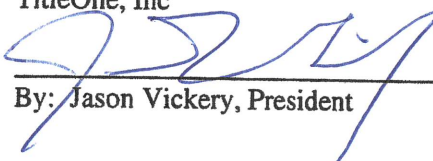
Lot 1, Block 1, Rose Russell Subdivision, Twin Falls County, Idaho, according the official plat thereof recorded in Book_____ of Plats, Page_____, records of Twin Falls County, Idaho.

Dated this 16TH January 2020



Joe C. Russell

TitleOne, Inc



By: Jason Vickery, President

Date: 1/16/20

TRUSTEE:

Title One

BY: [Signature]

Jason Vickrey, President

Date: _____

BENEFICIARY:

CITY OF TWIN FALLS, IDAHO

Suzanne Hawkins, Mayor

State of Idaho, County of Twin Falls, ss:

On this 16th day of January in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Jason Vickrey known or identified to me to be the President 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.

[Signature]
Notary Public

Residing In: Twin Falls Idaho

My Commission Expires: 11-28-2020

SUSIE MOORE
COMMISSION #16884
NOTARY PUBLIC
STATE OF IDAHO

State of Idaho, County of Twin Falls, ss.

On this 16th day of January in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Joe C. Russell known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

[Signature]
Notary Public

Residing In: Filer

My Commission Expires: 9/1/2022

TANYA C. LUTZ
COMMISSION #56499
NOTARY PUBLIC
STATE OF IDAHO

State of Idaho, County of Twin Falls, ss.

On this ____ day of January in the year 2020, before me, the undersigned, a notary public in and for said state personally appeared Suzanne Hawkins, known or identified to me to be the Mayor 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 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.

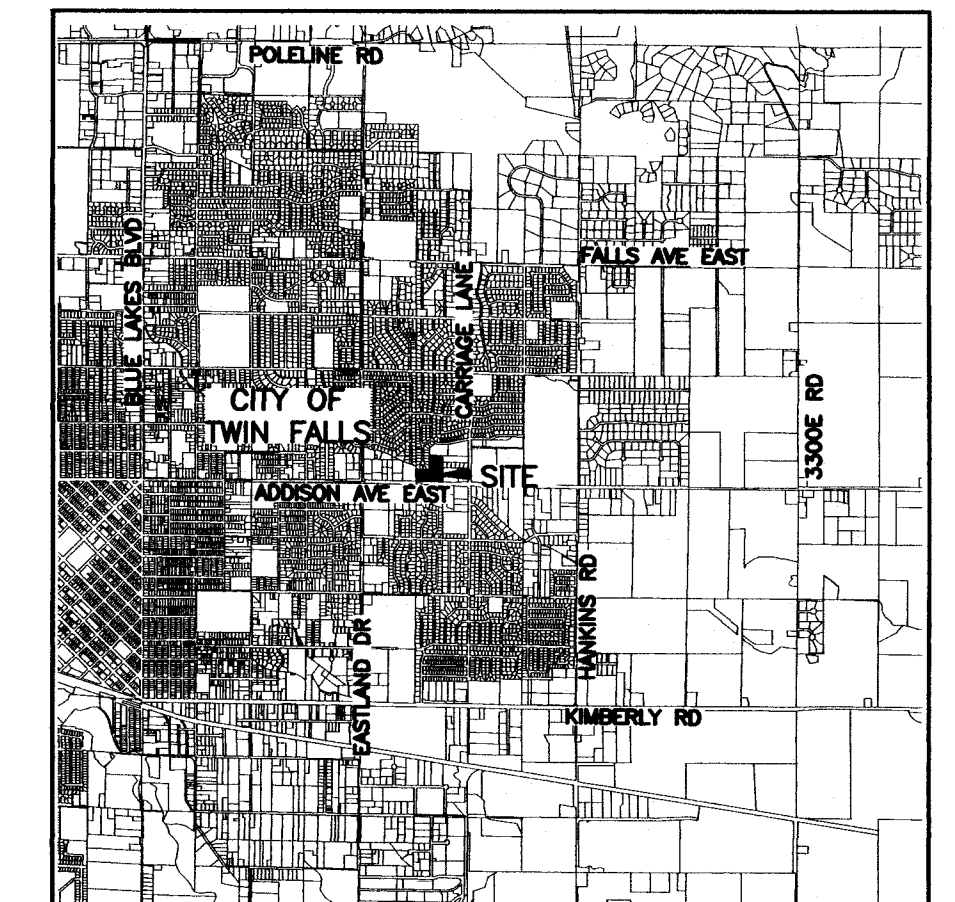
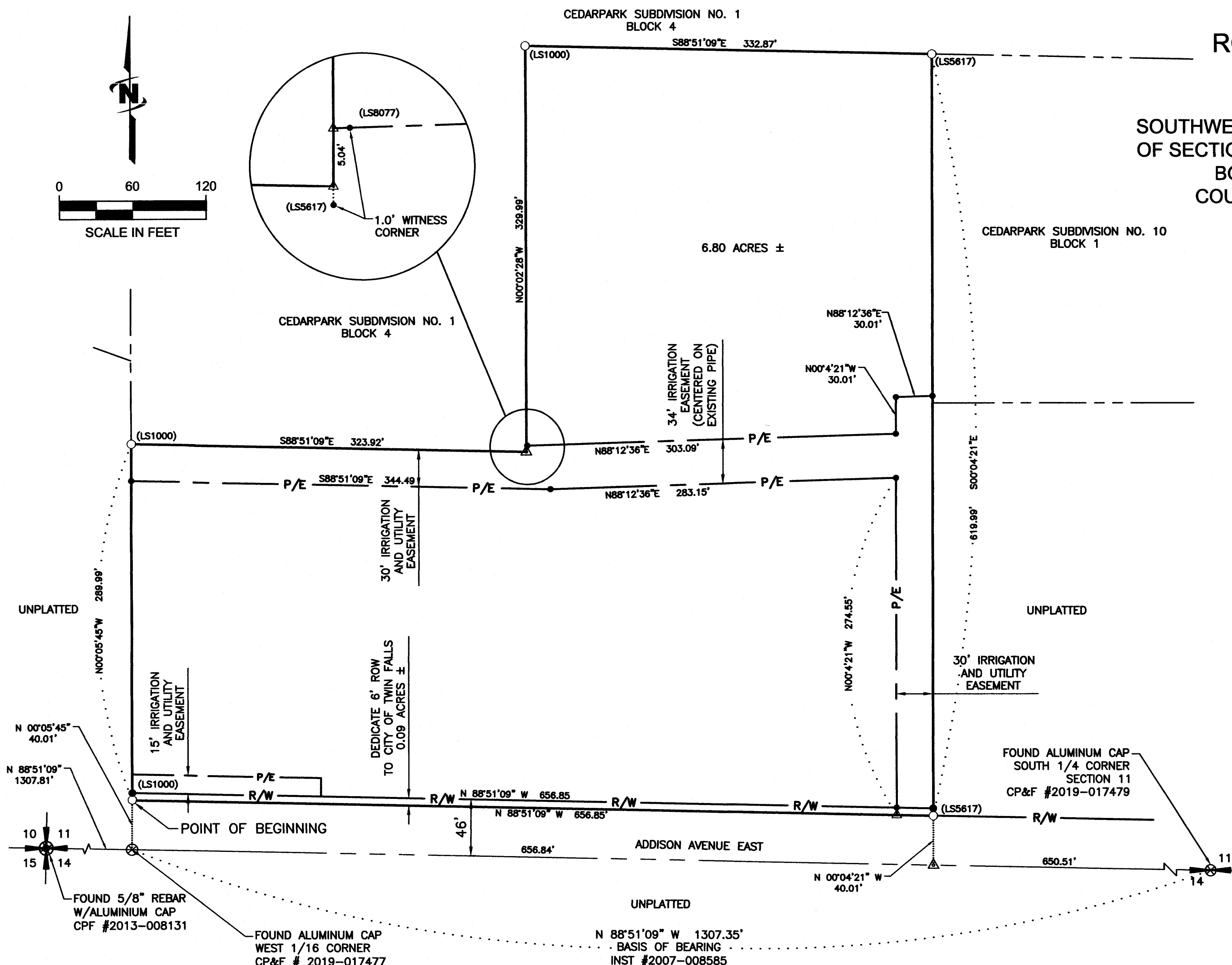
Notary Public for Idaho

Residing In _____

My Commission Expires _____

PLAT SHOWING
ROSE RUSSELL SUBDIVISION
2019
LOCATED IN THE
SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER
OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 17 EAST
BOISE MERIDIAN, CITY OF TWIN FALLS
COUNTY OF TWIN FALLS, STATE OF IDAHO

RECEIVED
DEC 09 2019
CITY OF TWIN FALLS
ENGINEERING DEPT



SURVEYOR'S NARRATIVE:
1. THE PURPOSE OF THE SURVEY IS TO SUBDIVIDE THE LAND IN ACCORDANCE WITH IDAHO CODE RELATING TO PLATS & SURVEYS.
2. THE BOUNDARY LINES SHOWN HERE WERE ESTABLISHED BY HOLDING MONUMENTS REPRESENTING THE GOVERNMENT CORNERS AND MONUMENTS SET PER RECORD OF SURVEY - INSTRUMENT # 2009-002761.

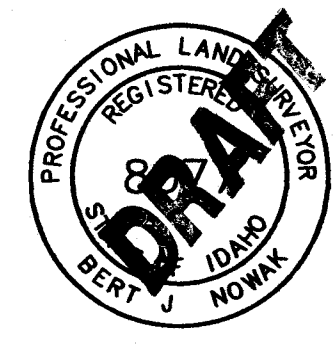
LEGEND	
•	SET 1/2" REBAR WITH CAP MARKED "EASEMENT" PLS 8077
○	FOUND 5/8" REBAR MONUMENT WITH PLASTIC CAP MARKED AS NOTED
•	SET 5/8" REBAR WITH PLASTIC CAP MARKED PLS 8077
△	COMPUTED POSITION, NOTHING FOUND OR SET
⊕	FOUND BRASS CAP
⊗	FOUND ALUMINUM CAP
+	QUARTER CORNER
+	SECTION CORNER

NOTES:
1. ADDITIONAL UTILITY EASEMENTS NOT SHOWN ON THIS PLAT SHALL BE RECORDED SEPARATELY FROM FINAL PLAT TO ALLOW FOR CORRECT UTILITY PLACEMENT DURING FINAL DESIGN AND PROPERTY DEVELOPMENT.
2. PRIOR TO CITY BUILDING PERMIT ISSUANCE, IRRIGATION WATER SHARES SHALL BE PURCHASED FOR THE SUBJECT PROPERTY AT AN AMOUNT OF ONE SHARE PER ACRE AND A PRESSURE IRRIGATION DELIVERY SYSTEM DESIGN SHALL BE APPROVED BY THE CITY ENGINEER.

SANITARY RESTRICTION CERTIFICATE OF APPROVAL
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 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.

REFERENCE DOCUMENTS
RECORD OF SURVEY FOR CEDAR PARK, L.L.C.
WARRANTY DEED
CEDAR PARK SUBDIVISION NO. 1
CEDAR PARK SUBDIVISION NO. 10
CEDAR PARK SUBDIVISION NO. 3
CEDAR PARK SUBDIVISION NO. 5
RECORD OF SURVEY FOR R&R RETAIL INVESTMENTS, L.L.C.
RECORD OF SURVEY
RECORD OF SURVEY
QUIT CLAIM DEED
QUIT CLAIM DEED
QUIT CLAIM DEED

- INST # 2015-004282
- INST # 2017-018454
- INST #1997-014360
- INST #2014-007131
- INST #1999-020883
- INST #2000-013529
- INST #2009-002761
- INST #2006-010756
- INST #2007-008585
- INST #2008-026761
- INST #2008-026760
- INST #2008-026841



— — — — —	BOUNDARY
— — — — — P/E — — — — —	PERMANENT EASEMENT
— — — — — R/W — — — — —	RIGHT-OF-WAY
— — — — —	QUARTER SECTION LINE
— — — — —	SECTION LINE
— — — — —	ADJACENT PROPERTY LINE

J-U-B ENGINEERS, INC.
TWIN FALLS, IDAHO 60-19-045_FP1
LAST UPDATED: 11/4/2019
SHEET 1 OF 3

DATE: _____ HEALTH DISTRICT SIGNATURE: _____

CERTIFICATE OF OWNER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED IS THE OWNER OR REPRESENTATIVE OF THE OWNER, IN FEE SIMPLE, OF THE REAL PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN A PORTION OF SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, CITY OF TWIN FALLS, COUNTY OF TWIN FALLS, STATE OF IDAHO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MONUMENTING THE SOUTH ONE QUARTER OF SAID SECTION 11 ON THE CENTERLINE OF ADDISON AVENUE EAST;

THENCE FOLLOWING THE SOUTHERLY LINE OF SAID SECTION 11 AND THE CENTERLINE OF SAID ADDISON AVENUE EAST, NORTH 88°51'09" WEST A DISTANCE OF 1307.35 FEET TO A FOUND BRASS CAP MONUMENTING THE SOUTHWEST CORNER OF THE SOUTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 11;

THENCE LEAVING SAID SOUTHERLY LINE AND SAID CENTERLINE, AND FOLLOWING THE WESTERLY LINE OF SAID SOUTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER, NORTH 00°05'45" WEST A DISTANCE OF 40.01 FEET TO A FOUND 5/8-INCH STEEL PIN ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ADDISON AVENUE EAST BEING THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°05'45" WEST A DISTANCE OF 289.99 FEET TO A FOUND 5/8 INCH STEEL PIN MONUMENTING THE SOUTHWEST CORNER OF LOT 24, BLOCK 4 OF CEDARPARK SUBDIVISION NO.1 (A RECORDED SUBDIVISION ON FILE IN BOOK 16 OF PLATS AT PAGE 6, RECORDS OF TWIN FALLS COUNTY, IDAHO);

THENCE LEAVING SAID WESTERLY LINE AND FOLLOWING THE SOUTHERLY LINE OF LOTS 24 THROUGH 27, INCLUSIVE, BLOCK 4 OF SAID CEDARPARK SUBDIVISION NO.1, SOUTH 88°51'09" EAST A DISTANCE OF 323.92 FEET TO THE SOUTHEAST CORNER OF LOT 27, BLOCK 4 OF SAID SUBDIVISION;

THENCE LEAVING SAID SOUTHERLY LINE AND FOLLOWING THE EASTERLY LINE OF LOTS 27 THROUGH 31, INCLUSIVE OF SAID BLOCK 4, NORTH 00°02'28" WEST A DISTANCE OF 330.00 FEET TO A FOUND 5/8-INCH STEEL PIN MONUMENTING THE SOUTHWEST CORNER OF LOT 37, BLOCK 4 OF SAID SUBDIVISION;

THENCE LEAVING SAID EASTERLY LINE AND FOLLOWING THE SOUTHERLY LINE OF SAID LOT 37, OF BLOCK 4, SOUTH 88°51'09" EAST A DISTANCE OF 332.87 FEET TO A POINT;

THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 00°04'21" EAST A DISTANCE OF 619.99 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ADDISON AVE EAST;

THENCE FOLLOWING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 88°51'09" WEST A DISTANCE OF 656.85 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 6.89 ACRES, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS OR RIGHT-OF-WAY.

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

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

PURSUANT TO IDAHO CODE 31-3805, I, THE UNDERSIGNED, AS OWNER, DO HEREBY STATE THAT THE IRRIGATION WATER RIGHTS APPURTENANT AND THE ASSESSMENT OBLIGATION OF THE LANDS IN THIS PLAT HAVE BEEN TRANSFERRED FROM SAID LANDS. THE LOTS WITHIN THE SUBDIVISION WILL NOT BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL NOT BE OBLIGATED FOR ASSESSMENTS FROM AN IRRIGATION DISTRICT AND/OR CANAL COMPANY.

IN WITNESS WHEREOF, I HAVE SET MY HAND THIS _____ DAY OF _____ 20____

JOE C. RUSSELL

STATE OF IDAHO)
COUNTY OF TWIN FALLS) SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JOE C. RUSSELL AND ACKNOWLEDGED TO ME HE EXECUTED THE ABOVE CERTIFICATE OF OWNER.

NOTARY PUBLIC FOR IDAHO

MY COMMISSION EXPIRES _____ RESIDING AT _____, IDAHO



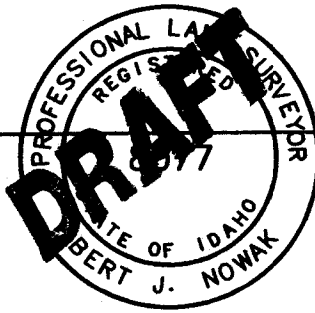
ROSE RUSSELL SUBDIVISION

J-U-B ENGINEERS, INC.
TWIN FALLS, IDAHO 60-19-045_FP2
LAST UPDATED:10/7/2019
SHEET 2 OF 3

CERTIFICATE OF SURVEYOR

I, BERT J. NOWAK, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT ROSE RUSSELL SUBDIVISION AS DESCRIBED IN THE CERTIFICATE OF OWNERS AND THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

BERT J. NOWAK



CERTIFICATE OF COUNTY SURVEYOR

I, _____, A LICENSED PROFESSIONAL LAND SURVEYOR FOR TWIN FALLS COUNTY, IDAHO, DO HEREBY STATE THAT I HAVE CHECKED THE PLAT OF ROSE RUSSELL SUBDIVISION AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

COUNTY SURVEYOR

DATE

STATE OF IDAHO)
COUNTY OF TWIN FALLS) SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED _____ KNOWN OR IDENTIFIED TO ME TO BE THE ACTING COUNTY SURVEYOR FOR TWIN FALLS COUNTY, IDAHO THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME ON BEHALF OF SAID COUNTY.

NOTARY PUBLIC FOR IDAHO

MY COMMISSION EXPIRES _____ RESIDING AT TWIN FALLS, IDAHO

APPROVAL OF CITY ENGINEER

I HAVE REVIEWED THE ACCOMPANYING PLAT AND HEREBY CERTIFY THAT IT CONFORMS WITH THE APPLICABLE ORDINANCES OF THE CITY OF TWIN FALLS, IDAHO.

CITY ENGINEER

ATTEST

APPROVAL OF CITY COUNCIL

ACCEPTED BY THE CITY COUNCIL OF TWIN FALLS, IDAHO AT THEIR MEETING ON THE _____ DAY OF _____, 20____.

MAYOR

CITY CLERK

CERTIFICATE OF COUNTY TREASURER

I, _____, COUNTY TREASURER IN AND FOR THE COUNTY OF TWIN FALLS, IDAHO PER THE REQUIREMENTS OF IDAHO CODE 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY DAYS ONLY.

COUNTY TREASURER

DATE

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO. _____

STATE OF IDAHO)
COUNTY OF TWIN FALLS) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF JOE C. RUSSELL AT _____ MINUTES PAST _____ O'CLOCK, _____ M., THIS _____ DAY OF _____, 20____, IN MY OFFICE AND WAS DULY RECORDED IN BOOK _____ OF PLATS AT PAGES _____ AND _____

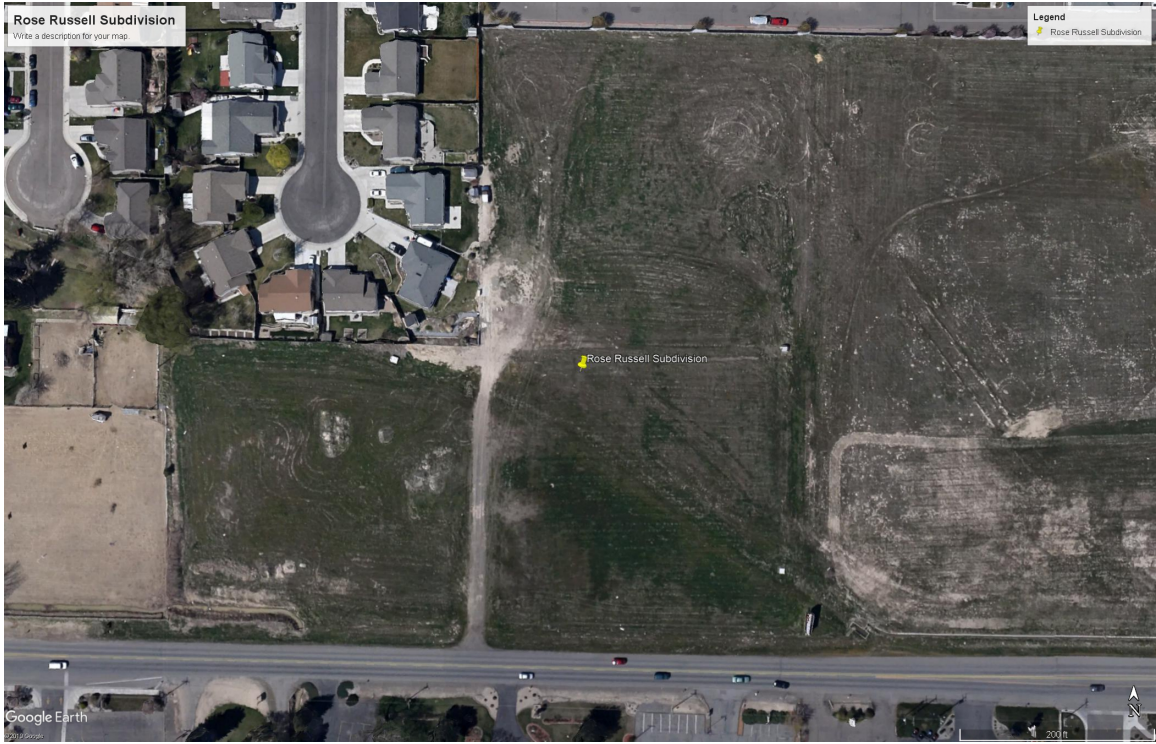
DEPUTY

EX-OFFICIO RECORDER

ROSE RUSSELL SUBDIVISION

J-U-B ENGINEERS, INC.
TWIN FALLS, IDAHO 60-19-045_FP3
LAST UPDATED:10/7/2019

SHEET 3 OF 3





Date: Monday, January 27, 2020
To: Honorable Mayor and City Council
From: Mark Holtzen, City Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to accept the Improvement Agreement for the purpose of developing Sundance Subdivision No. 2.

Time Estimate:

N/A

Background:

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

Approval Process:

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

Budget Impact:

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

Regulatory Impact:

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

History:

N/A

Analysis:

N/A

Conclusion:

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

Attachments:

1. Improvement Agreement - Sundance Subd No 2

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 ____ Sundance Partners, LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development ____ Sundance Subdivision Number 2, A P.U.D. ____.

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

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

W I T N E S S E T H

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

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service 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 (ISPMC) 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 luminaries or poles. Prior approval will be required, and the cost of maintenance, replacement and power usage will be considered.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required 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

All construction will be in conformance with the approved plans on file with the City of Twin Falls Engineering Dept. including roadway sections and curb types. Pressure irrigation will be temporarily tied-in to the farm system and maintained by the developer until a future phase.

- 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.

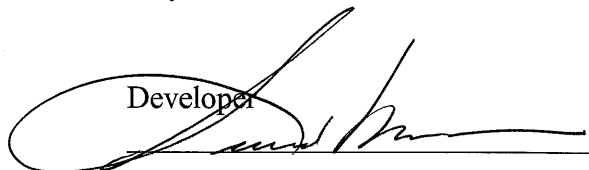
This agreement shall bind the parties hereto, their heirs, successors in interest, and lawful assigns.

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_____
MayorDeveloper


SUNDANCE PARTNERS, LLCSTATE 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

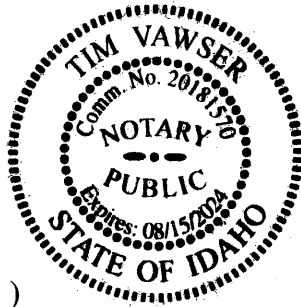
CORPORATION

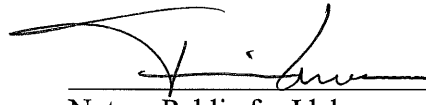
STATE OF IDAHO)
)ss.
County of Twin Falls)

On this 16th day of DECEMBER, 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 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 KIMBERLY, IDAHO

PARTNERSHIP

STATE OF IDAHO)
)ss.

County of Twin Falls)

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

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

 Notary Public for Idaho
 Residing _____

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:

Sundance Subdivision Number 2, A P.U.D.

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

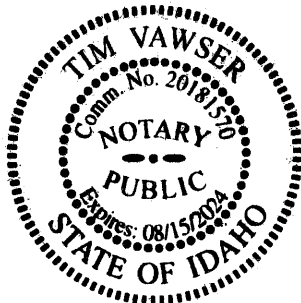
Developer

[Signature]

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

On this 16TH day of DECEMBER, 2019, 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.



[Signature]
Notary Public for Idaho
Residing KIMBERLY, IDAHO



Date: Monday, January 27, 2020
To: Honorable Mayor and City Council
From: Mark Holtzen, City Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to approve a Trust Agreement for Sundance Subdivision No. 2, a PUD, placing all lots in trust.

Time Estimate:

N/A

Background:

Sundance Subdivision No. 2, a PUD, is located in the 400 block of South Hills Road (3600 N.Rd.). 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. Trust Agreement - Sundance Subd No 2
2. Final Plat - Sundance Subd No 2
3. Aerial Image - Sundance Subd No 2

TRUST AGREEMENT

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

WITNESSETH:

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

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

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

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

Lots 1, 2, 3, 4, 5 and 6, Block 1;
Lots 1, 2, 3, 4, 5 and 6, Block 2;
Lots 1, 2, 3, 4, 5 and 6, Block 3;
Tract F and Lots 12, 13, 14, 15, 16, 17, 18, Block 5;
Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block 6;
Lots 1, 2, 3, 4, 5, 6 and 7, Block 7;
Lots 1 and 2, Block 10;
Lot 1, Block 11;
Lot 1 Block 14;

ALL IN SUNDANCE SUBDIVISION NUMBER 2, A P.U.D., 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 **SUNDANCE SUBDIVISION NUMBER 2, A P.U.D.** Subdivision, a copy of which is attached hereto as Exhibit "A," or those which are placed on the Property with the prior written consent of the Trustee. The Trustee shall not convey, transfer or encumber all or any interest in the Property, save and except to the extent as directed by the Trustor by written instrument delivered to the Trustee.
3. It is understood and agreed that the purpose of this Agreement is to provide Trustor with a convenient means of, subdividing, developing and selling the Property. It shall be the entire

responsibility of the Trustor to effect such developing, subdividing and selling of the Property and to provide whatever subdivision plat it may desire and to pay all costs and expenses of said developing, subdividing and selling, and Trustee shall have no liability for any costs or expenses therefor or for any claim, damage, loss or liability sustained to the Property or Trustor or to any other person or persons in connection with said matter, save and except to the extent caused by Trustee's failure or refusal to comply with the terms and conditions of this Agreement.

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

Date: _____

TRUSTOR:
SUNDANCE PARTNERS, L.L.C.

BY: 
Gerald Martens, Member

Date: _____

TRUSTEE:
TITLEFACT, INC.

BY: _____
Richard B. Stivers, Chairman of the Board

Date: _____

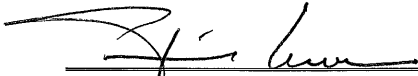
BENEFICIARY:
CITY OF TWIN FALLS, IDAHO

BY: _____

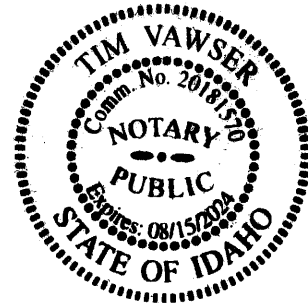
STATE OF IDAHO
County of Twin Falls

On this 17TH day of DECEMBER, 2019, before me, a Notary Public in and for said State, personally appeared **Gerald Martens**, known or identified to me to be Member of the limited liability company of **SUNDANCE PARTNERS, L.L.C., an Idaho Limited Liability Company** and the member who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same in said limited liability company name.

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



Notary Public for Idaho
Residing in: Kimberly, Idaho
Commission expires: 8-15-2024



STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 20_____, before me, the undersigned, Notary Public in and for said State, personally appeared **RICHARD B. STIVERS**, known or identified to me to be the Chairman of the Board 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 _____, 20_____, before me, the undersigned, Notary Public in and for said State, personally appeared _____, known or identified to me to be the Mayor 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 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 **SUNDANCE SUBDIVISION NUMBER 2, A P.U.D.** 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.

Lots 1, 2, 3, 4, 5 and 6, Block 1;
Lots 1, 2, 3, 4, 5 and 6, Block 2;
Lots 1, 2, 3, 4, 5 and 6, Block 3;
Tract F and Lots 12, 13, 14, 15, 16, 17, 18, Block 5;
Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block 6;
Lots 1, 2, 3, 4, 5, 6 and 7, Block 7;
Lots 1 and 2, Block 10;
Lot 1, Block 11;
Lot 1 Block 14;

ALL IN SUNDANCE SUBDIVISION NUMBER 2, A P.U.D., Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.

Dated this _____ day of _____, 2017.

SUNDANCE PARTNERS, L.L.C.

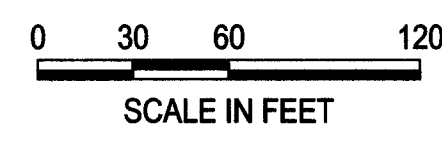
BY: 
Gerald Martens, Member

TITLEFACT, INC.

BY: _____
Richard B. Stivers, Chairman of the Board

RECEIVED
DEC 17 2013
CITY OF TWIN FALLS
ENGINEERING DEPT.

SUNDANCE SUBDIVISION NUMBER 1, A PUD
Located In
A Portion of
E² NW⁴ & W² NE⁴, Section 33
Township 10 South, Range 17 East Boise Meridian
Twin Falls County, Idaho
2020



Legend

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

Easement Key

- (A) PUBLIC UTILITY & IRRIGATION EASEMENT
- (B) IRRIGATION EASEMENT

Survey References

SUNDANCE SUBDIVISION NUMBER 1, A PUD
#2018-007079
#2006-017039

Deed References

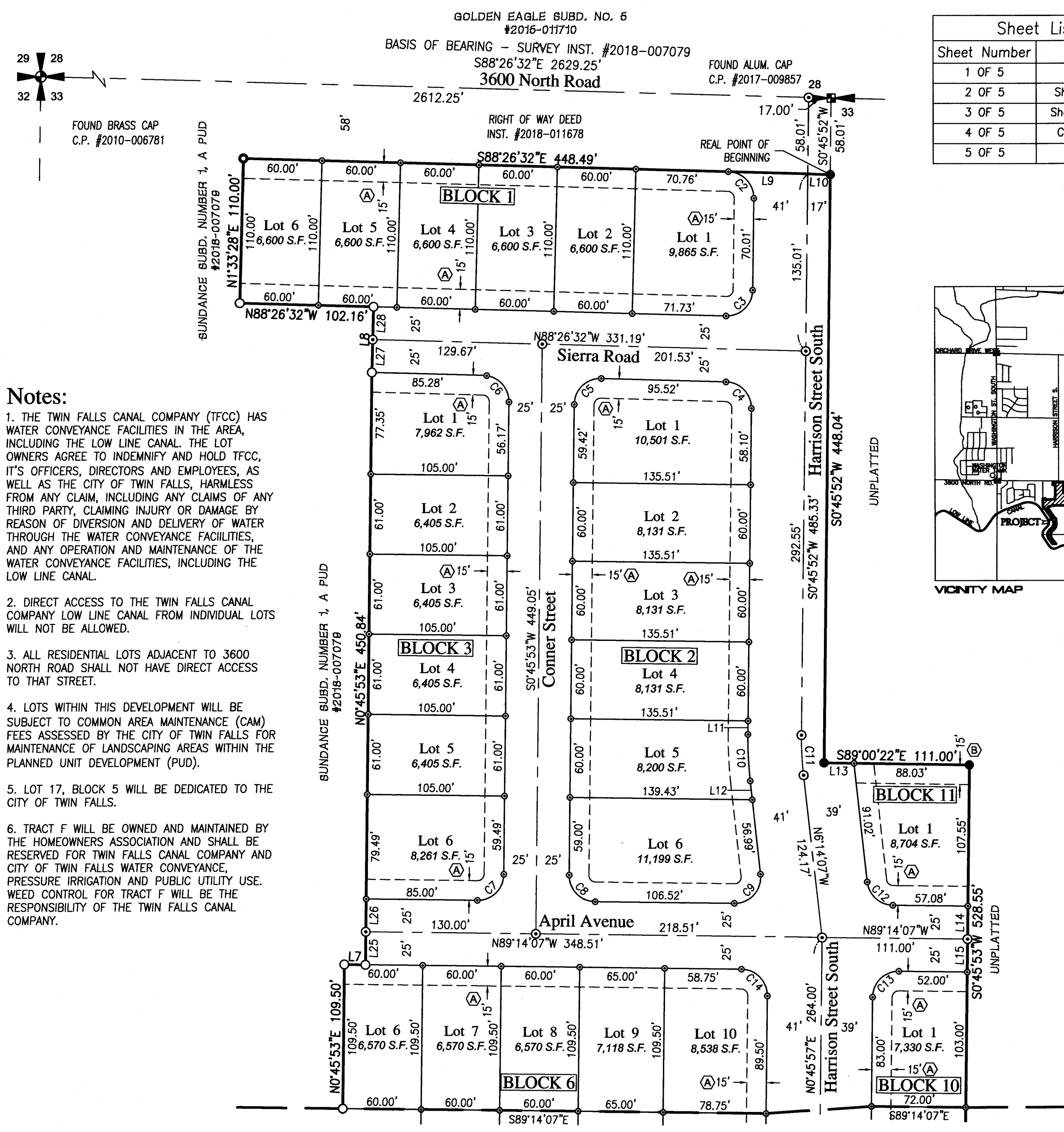
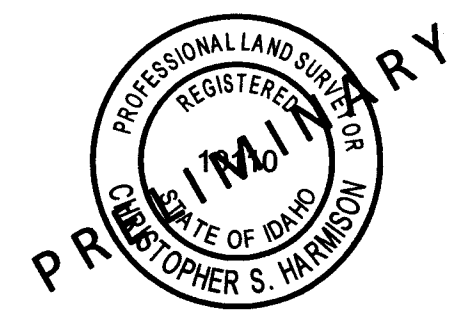
#2018-011678
#2015-008904

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:



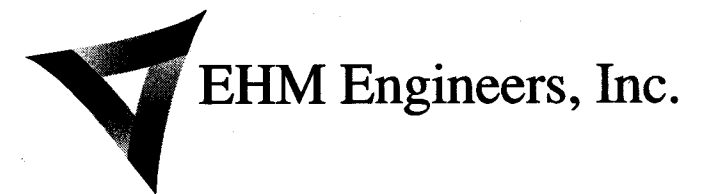
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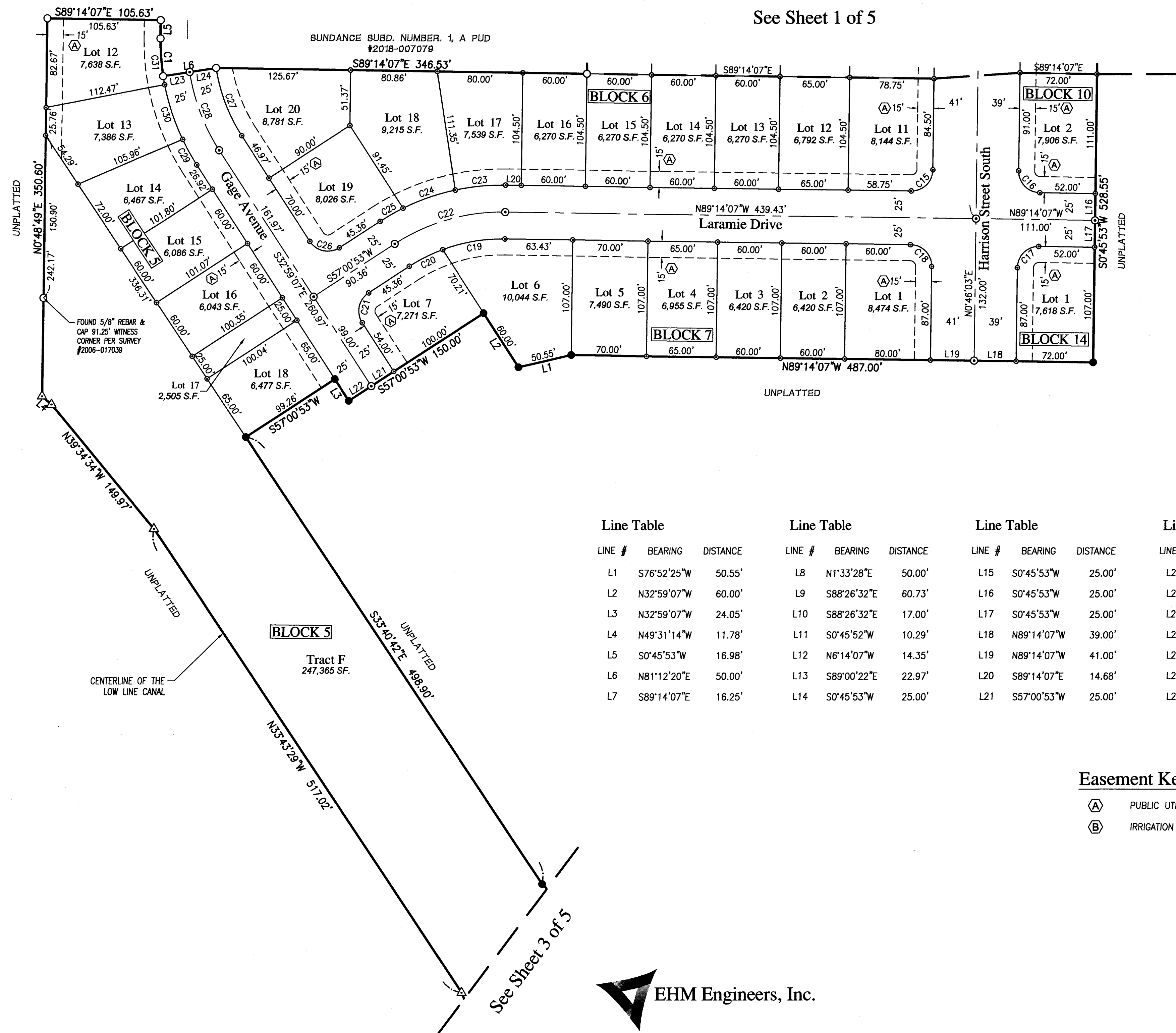
1. THE TWIN FALLS CANAL COMPANY (TFCC) HAS WATER CONVEYANCE FACILITIES IN THE AREA, INCLUDING THE LOW LINE CANAL. THE LOT OWNERS AGREE TO INDEMNIFY AND HOLD TFCC, IT'S OFFICERS, DIRECTORS AND EMPLOYEES, AS WELL AS THE CITY OF TWIN FALLS, HARMLESS FROM ANY CLAIM, INCLUDING ANY CLAIMS OF ANY THIRD PARTY, CLAIMING INJURY OR DAMAGE BY REASON OF DIVERSION AND DELIVERY OF WATER THROUGH THE WATER CONVEYANCE FACILITIES, AND ANY OPERATION AND MAINTENANCE OF THE WATER CONVEYANCE FACILITIES, INCLUDING THE LOW LINE CANAL.
2. DIRECT ACCESS TO THE TWIN FALLS CANAL COMPANY LOW LINE CANAL FROM INDIVIDUAL LOTS WILL NOT BE ALLOWED.
3. ALL RESIDENTIAL LOTS ADJACENT TO 3600 NORTH ROAD SHALL NOT HAVE DIRECT ACCESS TO THAT STREET.
4. LOTS WITHIN THIS DEVELOPMENT WILL BE SUBJECT TO COMMON AREA MAINTENANCE (CAM) FEES ASSESSED BY THE CITY OF TWIN FALLS FOR MAINTENANCE OF LANDSCAPING AREAS WITHIN THE PLANNED UNIT DEVELOPMENT (PUD).
5. LOT 17, BLOCK 5 WILL BE DEDICATED TO THE CITY OF TWIN FALLS.
6. TRACT F WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND SHALL BE RESERVED FOR TWIN FALLS CANAL COMPANY AND CITY OF TWIN FALLS WATER CONVEYANCE, PRESSURE IRRIGATION AND PUBLIC UTILITY USE. WEED CONTROL FOR TRACT F WILL BE THE RESPONSIBILITY OF THE TWIN FALLS CANAL COMPANY.

Monument Certification

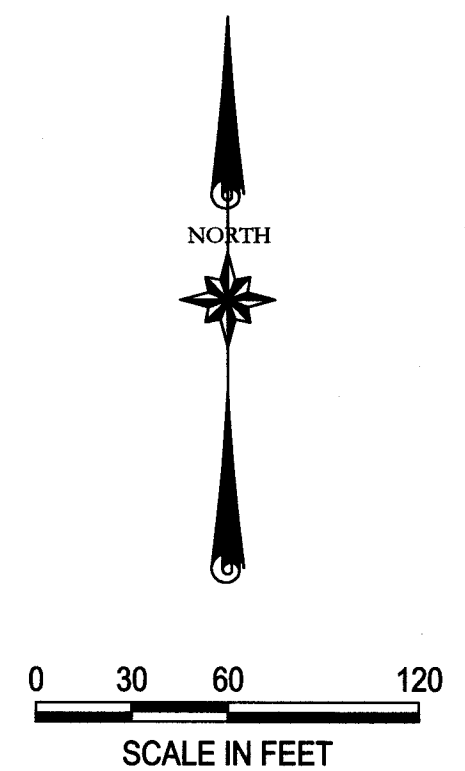
THE INTERIOR MONUMENTS ON THIS PLAT SHOWN AS "TO BE SET" WILL BE SET IN ACCORDANCE WITH SECTION 50-1333, IDAHO CODE, ON OR BEFORE 1 YEAR AFTER THE RECORDATION OF THE FINAL PLAT OR AS DETERMINED BY THE CITY OF TWIN FALLS.

See Sheet 2 of 5





See Sheet 1 of 5



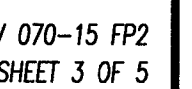
Line Table			Line Table			Line Table			Line Table		
LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
L1	S76°52'25"W	50.55'	L8	N1°33'28"E	50.00'	L15	S0°45'53"W	25.00'	L22	S57°00'53"W	25.00'
L2	N32°59'07"W	60.00'	L9	S88°26'32"E	60.73'	L16	S0°45'53"W	25.00'	L23	N81°12'20"E	25.00'
L3	N32°59'07"W	24.05'	L10	S88°26'32"E	17.00'	L17	S0°45'53"W	25.00'	L24	N81°12'20"E	25.00'
L4	N49°31'14"W	11.78'	L11	S0°45'52"W	10.29'	L18	N89°14'07"W	39.00'	L25	N0°45'53"E	25.00'
L5	S0°45'53"W	16.98'	L12	N6°14'07"W	14.35'	L19	N89°14'07"W	41.00'	L26	N0°45'53"E	25.00'
L6	N81°12'20"E	50.00'	L13	S89°00'22"E	22.97'	L20	S89°14'07"E	14.68'	L27	N1°33'30"E	25.00'
L7	S89°14'07"E	16.25'	L14	S0°45'53"W	25.00'	L21	S57°00'53"W	25.00'	L28	N1°33'28"E	25.00'

Easement Key

- (A) PUBLIC UTILITY & IRRIGATION EASEMENT
- (B) IRRIGATION EASEMENT

See Sheet 3 of 5





CERTIFICATE OF OWNERS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OR REPRESENTATIVE OF THE OWNERS IN FEE SIMPLE OF THE FOLLOWING DESCRIBED PROPERTY, LOCATED IN A PORTION OF E2 NW4 AND W2 NE4, SECTION 33, TOWNSHIP 10 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO; SAID PROPERTY BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 33, SAID POINT LIES SOUTH 88°26'32" EAST 2629.25 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 33 AS SHOWN ON THAT CERTAIN MAP ENTITLED "SUNDANCE SUBDIVISION NUMBER 1, A PUD" RECORDED MAY 8, 2018 AS INSTRUMENT NO. 2018-007079 IN THE OFFICE OF THE COUNTY RECORDER OF TWIN FALLS COUNTY; THENCE, ALONG THE EAST BOUNDARY OF THE NW4 OF SAID SECTION 33, SOUTH 00°45'52" WEST 58.01 FEET TO THE REAL POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID EAST BOUNDARY, SOUTH 00°45'52" WEST 448.04 FEET; THENCE, LEAVING SAID EAST BOUNDARY, SOUTH 89°00'22" EAST 111.00 FEET; THENCE, SOUTH 00°45'53" WEST 528.55 FEET; THENCE, NORTH 89°14'07" WEST 487.00 FEET; THENCE, SOUTH 76°52'25" WEST 50.55 FEET; THENCE, NORTH 32°59'07" WEST 60.00 FEET; THENCE, SOUTH 57°00'53" WEST 150.00 FEET; THENCE, NORTH 32°59'07" WEST 24.05 FEET; THENCE, SOUTH 57°00'53" WEST 99.26 FEET; THENCE, SOUTH 33°40'42" WEST 498.90 FEET; THENCE, SOUTH 46°07'44" EAST 98.53 FEET; THENCE, SOUTH 03°41'26" EAST 227.73 FEET; THENCE, SOUTH 10°02'18" WEST 83.17 FEET; THENCE, SOUTH 26°55'49" WEST 88.27 FEET; THENCE, SOUTH 39°02'06" WEST 75.58 FEET; THENCE, SOUTH 46°50'47" WEST 85.95 FEET; THENCE, SOUTH 42°36'31" WEST 89.69 FEET; THENCE, SOUTH 11°19'27" WEST 88.80 FEET; THENCE, SOUTH 02°27'36" EAST 88.80 FEET; THENCE, SOUTH 23°49'39" EAST 88.16 FEET; THENCE, SOUTH 34°48'36" EAST 79.66 FEET; THENCE, SOUTH 37°18'20" EAST 210.35 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID E2 NW4 OF SECTION 33 AS SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED JULY 13, 2006, AS INSTRUMENT NO. 2006-017039 IN SAID OFFICE OF THE COUNTY RECORDER OF TWIN FALLS COUNTY; THENCE, ALONG SAID SOUTH BOUNDARY, NORTH 88°56'19" WEST 159.73 FEET TO A POINT ON THE CENTERLINE OF THE LOW LINE CANAL AS SHOWN ON SAID RECORD OF SURVEY; THENCE, ALONG SAID CENTERLINE, NORTH 33°43'59" WEST 268.64 FEET; THENCE, ALONG SAID CENTERLINE, NORTH 25°51'48" WEST 76.53 FEET; THENCE, ALONG SAID CENTERLINE, NORTH 09°57'56" WEST 73.31 FEET; THENCE, ALONG SAID CENTERLINE, NORTH 02°55'06" EAST 73.60 FEET; THENCE, ALONG SAID CENTERLINE, NORTH 19°06'03" EAST 69.23 FEET; THENCE, ALONG SAID CENTERLINE, NORTH 36°03'58" EAST 127.81 FEET; THENCE, ALONG SAID CENTERLINE, NORTH 46°44'18" EAST 131.00 FEET; THENCE, ALONG SAID CENTERLINE, NORTH 35°23'49" EAST 89.24 FEET; THENCE, ALONG SAID CENTERLINE, NORTH 16°05'45" EAST 60.73 FEET; THENCE, ALONG SAID CENTERLINE, NORTH 03°37'01" EAST 57.04 FEET; THENCE, ALONG SAID CENTERLINE, NORTH 10°35'48" WEST 68.09 FEET; THENCE, ALONG SAID CENTERLINE, NORTH 23°17'22" WEST 80.60 FEET; THENCE, ALONG SAID CENTERLINE, NORTH 33°43'29" WEST 517.02 FEET; THENCE, ALONG SAID CENTERLINE, NORTH 39°34'34" WEST 149.97 FEET; THENCE, ALONG SAID CENTERLINE, NORTH 49°31'14" WEST 11.78 FEET; THENCE, ALONG THE WEST BOUNDARY OF SAID RECORD OF SURVEY, NORTH 00°48'49" EAST 350.60 FEET TO THE SOUTHWEST CORNER OF SAID MAP (2018-007079); THENCE, ALONG THE BOUNDARY OF SAID MAP, SOUTH 89°14'07" EAST 105.63 FEET; THENCE, CONTINUING ALONG SAID BOUNDARY, SOUTH 00°45'53" WEST 16.98 FEET; THENCE, CONTINUING ALONG SAID BOUNDARY, ALONG THE ARC OF A TANGENT 210.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09°33'33", AN ARC DISTANCE OF 35.04 FEET AND A CHORD DISTANCE OF 35.00 FEET THAT BEARS SOUTH 04°00'54" EAST; THENCE, CONTINUING ALONG SAID BOUNDARY, NORTH 81°12'20" EAST 50.00 FEET; THENCE, CONTINUING ALONG SAID BOUNDARY, SOUTH 89°14'07" EAST 346.53 FEET; THENCE, CONTINUING ALONG SAID BOUNDARY, NORTH 00°45'53" EAST 109.50 FEET; THENCE, CONTINUING ALONG SAID BOUNDARY, SOUTH 89°14'07" EAST 16.25 FEET; THENCE, CONTINUING ALONG SAID BOUNDARY, NORTH 00°45'53" EAST 450.84 FEET; THENCE, CONTINUING ALONG SAID BOUNDARY, NORTH 01°33'28" EAST 50.00 FEET; THENCE, CONTINUING ALONG SAID BOUNDARY, NORTH 88°26'32" WEST 102.16 FEET; THENCE, CONTINUING ALONG SAID BOUNDARY, NORTH 01°33'28" EAST 110.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY BOUNDARY OF SAID 3600 NORTH ROAD AS DESCRIBED IN DEED, RECORDED JULY 27, 2018, AS INSTRUMENT NO. 2018-011678 IN SAID OFFICE OF THE COUNTY RECORDER OF TWIN FALLS COUNTY; THENCE, ALONG SAID SOUTH RIGHT OF WAY, SOUTH 88°26'32" EAST 448.49 FEET TO SAID REAL POINT OF BEGINNING.

THE GROSS AREA CONTAINED IN THIS PLATTED LAND AS DESCRIBED IS 18.25 ACRES.

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

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

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

SUNDANCE PARTNERS, LLC AN IDAHO LIMITED LIABILITY COMPANY

BY: GERALD MARTENS, MEMBER

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss

ON THIS DAY OF , 2020, AT M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GERALD MARTENS, KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF SUNDANCE PARTNERS, LLC, TO BE THE MEMBER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THIS CERTIFICATE OR THE PERSON WHO EXECUTED THE CERTIFICATE ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY 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
RESIDING AT
COMMISSION EXPIRES



CERTIFICATE OF SURVEYOR

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



APPROVAL OF CITY COUNCIL

THIS PLAT WAS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF TWIN FALLS, IDAHO AT THEIR MEETING ON THIS _____ DAY OF _____, 2020.

MAYOR

CITY CLERK

APPROVAL OF CITY ENGINEER

I HAVE REVIEWED THE ACCOMPANYING PLAT AND HEREBY CERTIFY THAT IT CONFORMS WITH THE APPLICABLE ORDINANCES OF THE CITY OF TWIN FALLS, IDAHO.

CITY ENGINEER

ATTEST

COUNTY SURVEYOR'S CERTIFICATE

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

GEORGE A. YERION
COUNTY SURVEYOR

DATE

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

ON THIS _____ DAY OF _____, 2020, AT _____ M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GEORGE A. YERION, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

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

NOTARY PUBLIC

RESIDING AT

COMMISSION EXPIRES

COUNTY TREASURER'S CERTIFICATE

I, _____, COUNTY TREASURER IN AND FOR THE COUNTY OF TWIN FALLS, IDAHO PER THE REQUIREMENTS OF IDAHO CODE 50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY DAYS ONLY.

COUNTY TREASURER

DATE

COUNTY RECORDER'S CERTIFICATE

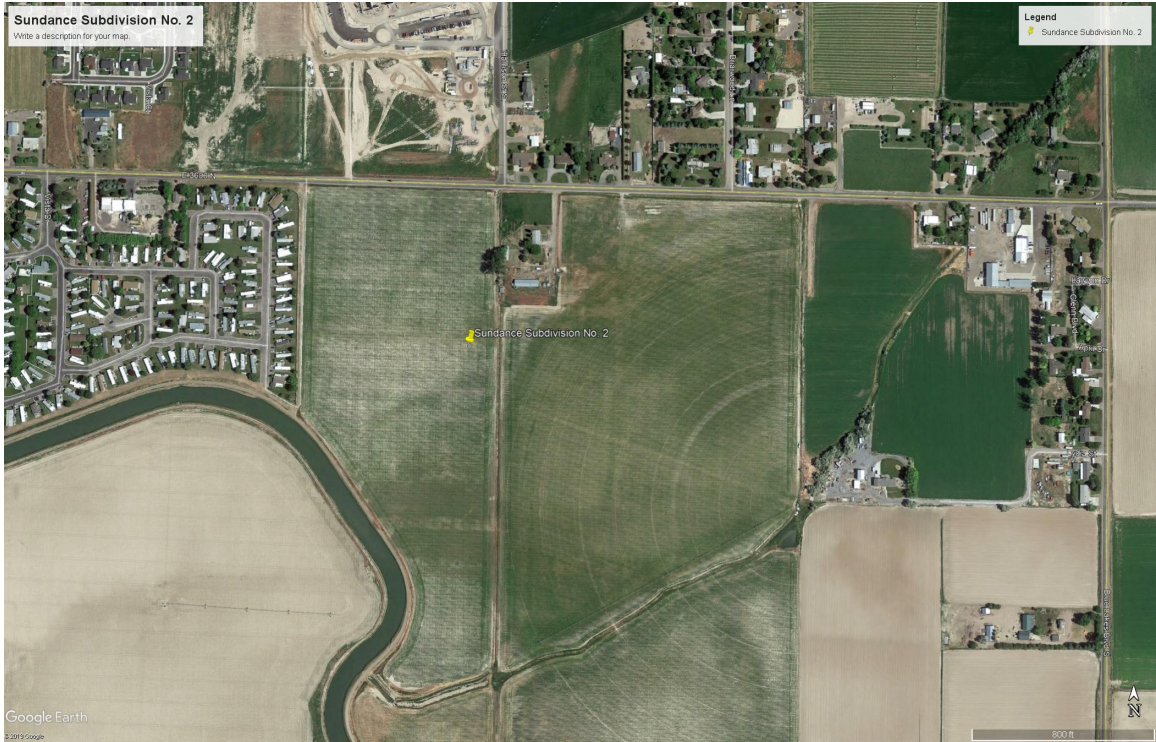
INSTRUMENT NO. _____

STATE OF IDAHO }
COUNTY OF TWIN FALLS } ss

ON THIS _____ DAY OF _____, 2020, AT _____ M., THE FOREGOING PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF TWIN FALLS COUNTY, IDAHO AND DULY RECORDED IN PLAT BOOK _____, ON PAGE _____.

DEPUTY

EX-OFFICIO RECORDER





Date: Monday, January 27, 2020
To: Honorable Mayor and City Council
From: Suzanne Hawkins , Mayor

ACTION ITEM

Request:

ACTION ITEM: Request to confirm the appointments of Dan Brizee, Greg McEntarffer and Steve Olsen to the Building Safety Department Advisory Committee. Request to also waive the residency requirements for Dan Brizee, Greg McEntarffer and Steve Olsen to serve on this board.

Time Estimate:

The presentation will take approximately 5-10 minutes.

Background:

The City's Building Safety Department Advisory Committee consists of (9) voting members. Three of the members have their terms expire at the end January. Two of these members applied for re-appointments. The names of the members who applied for re-appointments are; Dan Brizee and Greg McEntarffer. Mr. Brizee served as the "mechanical construction" member; Mr. McEntarffer served as the "commercial construction" member. All of these members have had good attendance and participation on the committee. In addition to the re-appointments to this Board, we also have (1) vacancy for Gary Bond's seat, the "residential construction" member. Steve Olsen applied for the "residential construction" vacancy, and he meets the qualifications for this specific seat.

Approval Process:

City Code 2-6-3 states that the Building Safety Department Advisory Committee members are appointed by the Mayor and confirmed by the City Council. All three of the applicants have successfully completed the application process as outlined in City ordinance #3080.

City Code 2-1-1 states that the members of all advisory commissions established under this title shall be residents of the city unless this residency requirement is specifically waived by the council. Dan Brizee, Greg McEntarffer and Steve Olsen all live outside City limits and need Council to waive their residency requirement to serve on this board.

Budget Impact:

N/A

Regulatory Impact:

Approval of this request will maintain full membership on the Building Safety Department Advisory Committee.

History:

N/A

Analysis:

N/A

Conclusion:

I request that the Council confirm my appointments of Dan Brizee, Greg McEntarffer and Steve Olsen to the Building Safety Department Advisory Committee and waive their residency requirements.

Attachments:

None



Date: Monday, January 27, 2020
To: Honorable Mayor and City Council
From: Jason Brown, Environmental Engineer

INFORMATIONAL

Request:

PRESENTATION: Reimbursement of operational expenses at the Wastewater Treatment Facility.

Time Estimate:

10 minutes

Background:

Jacobs Engineering Group (Jacobs) provides a year end review of operations at the wastewater treatment facility. This year, Jacobs is providing the City a reimbursement in the amount of \$221,129.00 from operational expenses at the wastewater treatment facility.

Approval Process:

None

Budget Impact:

N/A

Regulatory Impact:

None

History:

N/A

Analysis:

N/A

Conclusion:

Jacobs is providing a reimbursement from operational expense from Oct. 2018 through Sept. 2019 in the amount of \$221,129.00

Attachments:

None



Date: Monday, January 27, 2020
To: Honorable Mayor and City Council
From: Melissa Barry, Southern Idaho Tourism

ACTION ITEM

Request:

Consider a request for City of Twin Falls to contribute \$10,000 in matching funds for an Idaho Department of Parks and Recreation Recreational Trail Grant to complete a pedestrian bridge across the Snake River connecting Auger Falls Heritage Park and the area below Yingst Grade.

Time Estimate:

Presentation will take approximately 10 minutes. Requester recommends allowing some time for questions and discussion.

Background:

For about 10 years there have been efforts to connect the south and north side of the canyon at Auger Falls Heritage Park. ITD constructed a bridge to help transport materials across the river during the development of I-84. After its completion, most of the bridge was destroyed. The center structure remains, but it lacks on ramps, safety railing or cleared access. During low water users climb up the metal stairs and cross the river. This is not efficient or safe for the public.

Jerome County, with the help of Southern Idaho Tourism, will be submitting a proposal to IDPR's Recreational Trails Program Grant for funds to rehabilitate the old Auger Falls/Interstate bridge for pedestrian access. This would connect Auger Falls Heritage Park to the Snake River Canyons Park at Yingst Grade for man powered recreation.

The Recreational Trails Program Grant is designed to help build and maintain trails throughout the state. A committee of user groups with regional representation review grant requests and award them to the highest scoring applicants. The applications must show project value, user support and buy in through match funding. We have worked closely with IDPR and the committee to ensure the project's highest level of success – including two site visits and several conference calls.

IDPR and the RTP Committee share a lot of excitement about the bridge project and the possibility of collaboration between the two counties. The overarching loop trail is also a very well received idea and there are several other local groups interested in pushing this effort forward. Those factors coupled with our work to survey park users, line up permitting, locate American Made Steel, source match from multiple partners and have buy in from the community has positioned the application in a very favorable position.

The City of Twin Falls manages the Auger Falls Heritage Park and proposed access for the bridge. This is one of the department's most loved parks and is heavily used. Patrons mountain bike, hike, fish, rock climb, whitewater raft and do many other outdoor activities. The north side grade is used by patrons for elevation training and many of the same activities as Auger. The bridge would provide additional access

to the park and allow current users to cross to the north side's amenities as well. It is a natural connection to make and enhances both sides with new terrain, access to additional parking and an easy connection to a newly proposed Snake River Canyons Park mountain bike area.

There has been a lot of momentum in the past several months and the project has moved forward relatively quickly – especially considering its 10 year history. We see this as a huge opportunity to utilize current efforts to make this connection a reality. We ask that the City of Twin Falls help support the project with the commitment of a 5% monetary match. This shows buy-in as well as support for the project. Awards will be made in June of 2020. If our application is successful, construction will begin immediately.

Total RTP Grant request is \$220,000, with a 60/40 match from the applicant. We are requesting \$10K toward the 40% match to be made from the City of Twin Falls. This represents 5% of the total project - EHM Engineers, MaVTEC, Jerome County, Jerome 20/20 and Southern Idaho Tourism will provide the remaining funds needed for the project. The official request from IDPR will be around \$220,000, with \$132,000 coming directly from the grant.

Approval Process:

A simple majority will approve this request.

Budget Impact:

Approval of this request will dedicate city funds to be used for project match.

Regulatory Impact:

Approval of this request will commit the City of Twin Falls to the grant application and provide necessary match funds to do the project.

History:

N/A

Analysis:

N/A

Conclusion:

The applicant requests that the Council approve the item as presented.

Attachments:

1. SIT fund request - photos

Attachments:

Dropbox link with images and drone footage of the bridge:

<https://www.dropbox.com/sh/46b6itihyown1mh/AABeSKWhD3AR45X6lvTa-itFa?dl=0>



Date: Monday, January 27, 2020
To: Honorable Mayor and City Council
From: Rob Bohling, Shawn Shropshire, Justin Ash, Water Department

PRESENTATION

Request:

PRESENTATION: 2020 Annual Back-flow Report

Time Estimate:

15 Minutes plus time for Council questions

Background:

Backflow Program Overview: The purpose of the backflow program is to *mitigate*, not eliminate, the risk for potential backflow contamination of the City of Twin Falls' water distribution system. The program, required by the Idaho Department of Environmental Quality, is the responsibility of the water purveyor. The City's program continues to improve, progress, and mature. From the customer's perspective, the entire program is automated. The test scheduling is 100% managed by Cityworks and the required test reports may be filled out and submitted by the tester electronically.

Customer Experience: Staff places great care to enforce the backflow program impartially while also providing excellent customer service. An impartial program is also *credible* program, a program that customers can understand and is implemented by staff they can trust and respect. Because of this overarching principle, staff has the authority to exercise judgement in all enforcement situations. Some situations require an escalation of enforcement while other times an extension may be allowed. These decisions are based on the judgement of staff, within bounds of the law, and is in alignment with the primary goal of the program: to mitigate risk of potential backflow contamination.

Generally, the customer can expect the following notification/enforcement process:

- A mailed letter notifying the customer that they have a backflow test due. Typically, these letters are mailed 5 weeks in advance of the deadline.
- If a customer contacts staff and requests an extension, an additional 14 days may be granted, depending on the situation. (vacations, tester availability, repairs, etc.)
- If a passing test report is not submitted by the deadline, a "Non-Compliant Notice", or "Red Tag", is hand delivered to the customer or hung on their door. This notice warns that the service will be shut off if not brought into compliance within 10 business days.
- Water service is restored only when a certified backflow tester is onsite and prepared to perform the test. If the test passes, service is restored, if it fails, service is turned off.

Each year, the program grows, and customer education and compliance improve. In 2019, 994 devices were added to the system inventory, a 12% increase, bringing the total devices to 9,343. Each month, thousands of letters are sent out to customers. Initially, after receiving these notices, customers would call in to Public Works to either seek clarification or express displeasure with the program. This past

year, call volumes have greatly decreased. In fact, many customers provide test reports prior to receiving an initial notification. Lastly, customer compliance improves each year; in 2019, the number of “Outstanding” tests dropped by nearly 50%.

Approval Process:

N/A

Budget Impact:

None

Regulatory Impact:

Required by IDEQ

History:

N/A

Analysis:

N/A

Conclusion:

N/A

Attachments:

None



Date: Monday, January 27, 2020
To: Honorable Mayor and City Council
From: Lorie Race, CFO

PRESENTATION

Request:

PRESENTATION: A presentation on the finances of the City of Twin Falls for three months of fiscal year 2019-2020. This presentation will be an overview of the tax-supported funds and the three major enterprise funds: Water, Wastewater and Sanitation.

Time Estimate:

I will give a presentation, followed by any questions Council may have. I would estimate this item taking approximately 10-15 minutes.

Background:

The information I will be presenting includes a comparison of budget to actual information for revenues and expenditures in the tax supported funds, and in the three major enterprise funds. I will be sharing what I am seeing and projecting for these funds.

Approval Process:

N/A

Budget Impact:

There is no budget impact.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

There is no action required by the City Council.

Attachments:

1. 1st Qtr - TSF
2. 1st Qtr - Water Fund
3. 1st Qtr - Wastewater Fund
4. 1st Qtr - Sanitation Fund

City of Twin Falls			
Summary of Tax-Supported Funds			
December 31, 2019			
		3 of 12 months	25.000%
	Budgeted Rev	Actual Rev	% Received to Date
Property Taxes	\$ 23,356,026	\$ 1,823,885	7.8%
Franchise Taxes	1,860,000	420,368	22.6%
Permits	1,185,000	426,328	36.0%
Revenue Sharing-County, State, Liquor	4,425,000	1,214,113	27.4%
State Liquor Apportionment	700,000	148,765	21.3%
Street Fund-Highway Monies	3,525,000	693,545	19.7%
Court Revenues	200,000	42,296	21.1%
Street Sweeping	-	-	
Contributions	8,000	229	2.9%
Grants	503,305	138,822	27.6%
Misc	663,656	521,039	78.5%
E-911	445,000	158,306	35.6%
Recreation Fees	617,000	112,443	18.2%
Airport Revenues	1,200,713	393,707	32.8%
Investment Interest	550,600	189,370	34.4%
Fire District	537,981	-	0.0%
Transfers	2,911,116	727,780	25.0%
Surplus Reserves	1,934,247	-	0.0%
Revenue Totals	\$ 44,622,644	\$ 7,010,996	15.7%
	Budgeted Exp	Actual Exp	
Personnel	\$ 27,018,062	\$ 7,056,077	26.1%
M & O	8,182,329	2,035,167	24.9%
Capital	7,762,738	1,453,575	18.7%
Transfers	1,659,514	414,878	25.0%
Expenditure Totals	\$ 44,622,643	\$ 10,959,697	24.6%

City of Twin Falls					
Water Fund					
Fiscal Year 2019-2020					
	3 of 12 months	25.00%			
		2019-2020	2019-2020		
Revenues		<u>Budget</u>	<u>Actuals</u>		<u>Difference</u>
	Water revenue	\$ 7,557,909	\$ 1,604,546	21.2%	\$ (5,953,363)
	Flat rate-Arsenic compliance	\$ 2,100,000	\$ 568,175	27.1%	\$ (1,531,825)
	Tap fees	\$ 101,600	\$ 74,405	73.2%	\$ (27,195)
	Irrigation revenue	\$ 850,463	\$ 226,284	26.6%	\$ (624,179)
	Investment income	\$ 150,000	\$ 75,648	50.4%	\$ (74,352)
	Other	\$ 378,400	\$ 69,202	18.3%	\$ (309,198)
	Transfers	\$ 595,366	\$ 148,841	25.0%	\$ (446,524)
	Reserves	\$ -	\$ -		\$ -
		<u>\$ 11,733,738</u>	<u>\$ 2,767,102</u>	23.6%	
Expenditures					
	Personnel	\$ 2,362,034	\$ 594,229	25.2%	\$ (1,767,805)
	M&O	\$ 2,893,266	\$ 289,965	10.0%	\$ (2,603,301)
	Capital	\$ 2,021,320	\$ 46,305	2.3%	\$ (1,975,015)
	Debt	\$ 2,747,722	\$ -	0.0%	\$ (2,747,722)
	Transfers	\$ 1,280,347	\$ 319,353	24.9%	\$ (960,994)
		<u>\$ 11,304,689</u>	<u>\$ 1,249,852</u>	11.1%	

City of Twin Falls					
Wastewater Fund					
Fiscal Year 2019-2020					
	3 of 12 months	25.00%			
		2019-2020	2019-2020		
Revenues		Budget	Actuals		Difference
	Residential & commercial	\$ 7,118,822	\$ 1,795,983	25.2%	\$ (5,322,839)
	Industrial	\$ 2,018,821	\$ 537,930	26.6%	\$ (1,480,891)
	Municipal	\$ 206,099	\$ 36,008	17.5%	\$ (170,091)
	Capacity fees	\$ -	\$ 115,742		\$ 115,742
	Investment income	\$ 240,000	\$ 88,654	36.9%	\$ (151,346)
	Other	\$ 121,000	\$ 1,229,665	1016.3%	\$ 1,108,665
	Reserves	\$ 200,000	\$ -	0.0%	\$ 200,000
		\$ 9,904,742	\$ 3,803,981	38.4%	\$ (5,700,761)
Expenditures			\$ -		
		Budget	Actual		
	Personnel	\$ 831,331	\$ 215,323	25.9%	\$ (616,008)
	M&O	\$ 3,560,180	\$ 815,389	22.9%	\$ (2,744,791)
	Capital	\$ 1,117,081	\$ 136,714	12.2%	\$ (980,367)
	Debt	\$ 3,485,281	\$ -	0.0%	\$ (3,485,281)
	Transfers	\$ 891,054	\$ 222,763	25.0%	\$ (668,291)
	Totals	\$ 9,884,927	\$ 1,390,189	14.1%	\$ (8,494,738)

City of Twin Falls					
Sanitation Fund					
Fiscal Year 2019-2020					
	3 of 12 months	25.00%			
		2019-2020	2019-2020		
		Budget	Actuals		Difference
Revenues					
	Garbage & Refuse Collection	\$ 2,149,103	\$ 554,802	25.8%	\$ (1,594,301)
	Extra Garbage Collection	\$ -	\$ 8,022		
	Sanitation Admin Fee	\$ 481,918	\$ 124,012	25.7%	\$ (357,906)
	Refuse & Weed Removal	\$ -	\$ -		\$ -
	Landfill Fees	\$ 792,948	\$ 199,893	25.2%	\$ (593,055)
	Recycle Revenue	\$ -	\$ -		\$ -
	Code Violations	\$ -	\$ -		\$ -
	Penalties & Interest	\$ -	\$ -		\$ -
	Interest Income	\$ 5,000	\$ 3,102	62.0%	\$ (1,898)
	Miscellaneous Revenues	\$ -	\$ 136		\$ (136)
	Surplus Reserves	\$ -	\$ -		\$ -
		<u>\$ 3,428,969</u>	<u>\$ 889,967</u>	26.0%	<u>\$ (2,547,296)</u>
Expenditures					
		Budget	Actual		
	Personnel	\$ -	\$ -		\$ -
	M&O	\$ 2,944,355	\$ 718,940	24.4%	\$ (2,225,415)
	Capital	\$ -	\$ -		\$ -
	Debt	\$ -	\$ -		\$ -
	Transfers	\$ 479,918	\$ 119,980	25.0%	\$ (359,939)
	Totals	<u>\$ 3,424,273</u>	<u>\$ 838,920</u>	24.5%	<u>\$ (2,585,354)</u>