



Twin Falls City Council Agenda

Monday, March 16, 2020, 5:00 PM

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
 - a) **PRESENTATION:** Twin Falls Optimist Club, 50 Years of Service - Dawn Soto
- 4) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve the March 09, 2020, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve the Accounts Payable for March 5-11, 2020.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to approve the Findings of Fact and Conclusions of Law:
Twin Falls County Zoning District Change & Zoning Development Agreement
Riverhawk Plaza Condominiums Final Plat
By: Jonathan Spendlove, Planning & Zoning Director
 - d) **ACTION ITEM:** Request to hold The Church Easter Service in the City Park.
By: Ryan Howe, Police Department
 - e) **ACTION ITEM:** Request to approve the Child Abuse Prevention Rally.
By: Ryan Howe, Police Department
 - f) **ACTION ITEM:** Request to approve the 6th Annual Cycle Magic Valley event.
By: Ryan Howe, Police Department
- 5) ITEMS OF CONSIDERATION
 - a) **PRESENTATION:** Presentation of a Certificate of Appreciation to Ryan Higley for serving on the Twin Falls Planning & Zoning Commission.
By: Jonathan Spendlove, Planning and Zoning Director

- b) **ACTION ITEM:** Presentation of the All Hazard Mitigation Plan (Tool Kit) and request to authorize the Mayor to sign the Notice of Endorsement and Participation in the Twin Falls County Hazard Mitigation Plan.

By: Jackie Frey, Twin Falls County Office of Emergency Management

- c) **ACTION ITEM:** Request to approve lease agreement for an aerial platform in the Fire Department.

By: Les Kenworthy, Fire Chief, Lorie Race, CFO

6) GENERAL PUBLIC INPUT

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

8) PUBLIC HEARINGS

- a) **ACTION ITEM:** Request for a Zoning Title Amendment to repeal and replace City Code 10-8-4, 10-8-5, and 10-17-3 Administration and Enforcement Regulations c/o City of Twin Falls Planning and Zoning Department (PZ20-0002). On February 11, 2020, Planning and Zoning recommended approval to City Council by a vote of 5-0.

By: Jonathan Spendlove, Planning & Zoning Department

9) ADJOURNMENT

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

Public Input Procedures

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

Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor or Chairman shall review the public hearing procedures.
2. Individuals wishing to testify or speak before the City Council or Planning & 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.

Proclamation



Twin Falls Optimist Club, 50 Years of Service

***Whereas,** the strength and vitality of a community depends on the efforts and dedication of volunteers; and*

***Whereas,** Optimist Clubs worldwide reach and serve as a Friend of Youth to more than 6,000,000 children each year through youth-oriented service projects; and*

***Whereas,** the mission of Optimist Clubs is to provide hope and positive vision to bring out the best in youth, thereby contributing to the betterment of communities;*

***Whereas,** the Twin Falls Optimist Club is recognized and honored for its 50 years of dedicated service to Twin Falls and the Magic Valley children and is encouraged to serve for many more years.*

Therefore I, Suzanne Hawkins, therefore, proclaim this third week of March as the Twin Falls Optimist Club Week in Twin Falls, Idaho.



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

Mayor Suzanne Hawkins

Attest: _____

Leila A. Sanchez

Date: March 16, 2020



Twin Falls City Council Minutes

Monday, March 9, 2020, 5:00 PM

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

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Vice Mayor Ruth Pierce, Council Member Shawn Barigar, Greg Lanting (by phone), Christopher Reid & Nikki Boyd.

Absent: Mayor Suzanne Hawkins, Council Member Craig Hawkins

Staff Present: Deputy City Manager Mitch Humble, City Attorney Shayne Nope, Chief Finance Officer Lorie Race, Police Chief Craig Kingsbury, Public Information Coordinator Joshua Palmer, Airport Manager Bill Carberry, Planning & Zoning Director Jonathan Spendlove, City Planner Brock Cherry, Human Resource Director Gretchen Scott, Network Administrator Mike Plane, Finance Administrative Assistant Amy Luna.

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

2) PLEDGE OF ALLEGIANCE

Vice Mayor Pierce invited the Girl Scouts Troops 470, 153 & 418 to lead all present, who wished, to recite the Pledge of Allegiance to the Flag.

3) PROCLAMATIONS

- a) Girl Scout Week- Nicole Thornton, Service Unit Manager
Vice Mayor Pierce read the Girl Scout Week Proclamation and presented it to Nicole Thornton.
- b) National Athletic Trainer's Month - Jessica Murdoch
Vice Mayor Pierce read the National Athletic Trainer's Month Proclamation and presented it to Jessica Murdoch.

4) CONSENT CALENDAR

MOTION: Council Member Barigar moved to approve the Consent Calendar as presented. **Council Member Reid** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 5 to 0

- a) **ACTION ITEM:** Request to approve the February 10, 2020, City Council Minutes.
- b) **ACTION ITEM:** Request to approve the March 3, 2020, City Council Minutes.
- c) **ACTION ITEM:** Request to approve the Accounts Payable for February 20 through March 04, 2020.
- d) **ACTION ITEM:** Request to approve the January 2020 Wells Fargo Credit Card Summary.
- e) **ACTION ITEM:** Request to hold the Arts in the Park.
- f) **ACTION ITEM:** Request to approve the 6th Annual Vietnam War Veterans Commemoration.
- g) **ACTION ITEM:** Request to approve the 10th Annual Kermes event.
- h) **ACTION ITEM:** Request to hold the Beat the Heat 5K Run/Walk.
- i) **ACTION ITEM:** Request to hold the annual Canyon Rim Classic Soccer Tournament
- j) **ACTION ITEM:** Request to approve the Final Plat for Riverhawk Plaza Condominium, a PUD located at 1415 Park View Drive. (App. PZ20-0015)

5) ITEMS OF CONSIDERATION

- a) **PRESENTATION:** Presentation by a citizen regarding sidewalks.

Citizen James Barrett made a presentation regarding sidewalks.

Vice Mayor Pierce thanked Mr. Barrett for his presentation.

- b) **PRESENTATION:** Presentation of the City of Twin Falls' 2019 audited financial statements. The presentation will be made by Scott Hunsaker of Hahlke & Company, PLLC.

Mr. Hunsaker of Hahlke & Company, PLLC made a presentation of the City of Twin Falls' 2019 audited financial statements.

Vice Mayor Pierce thanked Mr. Hunsaker for his presentation.

- c) **PRESENTATION:** Update on a citizen reporting tool, SeeClickFix, and demonstration of a new citizen survey tool.

Public Information Coordinator Palmer gave an update on a citizen reporting tool, SeeClickFix, and demonstration of a new citizen survey tool.

Discussion ensued on the following:

Council Member Barigar: Asked for clarification on where the citizen survey is.

Council Member Reid: Thanked Mr. Palmer for his hard work on this app.

Council Member Boyd: Thanked Mr. Palmer as well. Do all citizens that put in an item get emails?

Vice Mayor Pierce: Spoke about updates.

Vice Mayor Pierce thanked Mr. Palmer for his presentation.

- d) **PRESENTATION:** Update on 2020-21 Magic Valley Regional Airport Projects

Airport Manager Carberry gave a brief update on the grants that the City applied for and their status.

Airport Manager Carberry presented an update on 2020-21 Magic Valley Regional Airport Projects.

Airport Manager Carberry introduced Projects Manager Kent Atkins to discuss the projects that are in the works.

Discussion ensued on the following:

Council Member Reid: Thanked Mr. Carberry for everything that they do at the airport.

Vice Mayor Pierce thanked Mr. Carberry for his presentation.

6) GENERAL PUBLIC INPUT

TF County Commissioner Hall spoke about the comprehensive plan for the Twin Falls County.

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

Deputy City Manager Humble announced that the Council Meeting for March 23, 2020, will be held.

8) PUBLIC HEARINGS

- a) **ACTION ITEM:** Request for a Zoning District Change & Zoning Development Agreement from C1 & CRO PUD to Twin Falls County West Annex C1 & CRO ZDA for property located at 630 Addison Avenue West c/o Bob Beer on behalf of Twin Falls County (PZ19-0167). On February 11, 2020, Planning and Zoning Commission recommended approval to City Council by a vote of 5-0.

City Planner Cherry made a request for a Zoning District Change & Zoning Development Agreement from C1 & CRO PUD to Twin Falls County West Annex C1 & CRO ZDA for property located at 630 Addison Avenue West c/o Bob Beer on behalf of Twin Falls County (PZ19-0167).

Mr. Beer spoke regarding the request.

Public Hearing Opened: 6:14 pm

Public Hearing Closed: 6:15 pm

Discussion ensued on the following: None

MOTION: Council Member Barigar moved to approve the request for a Zoning District Change & Zoning Development Agreement from C1 & CRO PUD to Twin Falls County West Annex C1 & CRO ZDA for property located at 630 Addison Avenue West c/o Bob Beer on behalf of Twin Falls County (PZ-0167) to include staff recommendations. **Council Member Reid** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 5 to 0

- b) **ACTION ITEM:** Request for recommendation on a Zoning District Change and Zoning Development Agreement from SUI & CRO to Molivia SUI & CRO ZDA for property located at 2746 E 4200 N c/o EHM Engineers, Inc. on behalf of Steve Shotwell, Molivia, LLC (PZ19-0165) On February 11, 2020, Planning and Zoning Commission recommended approval to City Council by a vote of 5-0.

P&Z Director Spendlove presented a request for a recommendation on a Zoning District Change and Zoning Development Agreement from SUI & CRO to Molivia SUI & CRO ZDA for property located at 2746 E 4200 N c/o EHM Engineers, Inc. on behalf of Steve Shotwell, Molivia, LLC (PZ19-0165).

Mr. Vossler, EHM Engineers representative spoke on behalf of the requester.

Public Hearing Opened: 6:34 pm

Public Hearing Closed: 6:34 pm

Discussion ensued on the following:

Council Member Barigar: On the land dedication for the future trail, is there an obligation to the landowner to build some or all the trail?

Council Member Barigar: Asked the applicant what his intentions are for future negotiations with the City regarding the construction of the canyon rim trail.

Council Member Barigar: Asked if this has been done before.

MOTION: Council Member Reid moved to approve the request for recommendation on a Zoning District Change and Zoning Development Agreement from SUI & CRO to Molivia SUI & CRO ZDA for property located at 2746 E 4200 N c/o EHM Engineers, Inc. on behalf of Steve Shotwell, Molivia, LLC (PZ19-0165) to include staff recommendations. **Council Member Boyd** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 4 to 0 with Council Member Lanting abstaining.

9) ADJOURNMENT

The meeting adjourned at 06:44 PM

Amy Luna, Finance Administrative Assistant



FINDINGS OF FACT,
CONCLUSIONS OF LAW,
AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on **Monday, March 9, 2020** for public hearing pursuant to public notice as required by law for a Request for a Zoning District Change & Zoning Development Agreement from C1 & CRO PUD to Twin Falls County West Annex C1 & CRO ZDA for property located at 630 Addison Avenue West and the City Council having heard testimony from interested parties, and being fully advised in the matter, now makes the following

4. The existing neighboring land uses in the immediate area of this property are: to the north, **Vacant**; to the south, **Addison Avenue**; to the east, **Residential/Office**; to the west, **Open Space**.

1. The application for a Zoning District Change & Zoning Development Agreement from C1 & CRO PUD to Twin Falls County West Annex C1 & CRO ZDA for property located at 630 Addison Avenue West is consistent with the

purpose of the **C1 & CRO ZDA** Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections **10-4-8, 10-4-19, and 10-6** of the Twin Falls City Code.

3. The proposed use is proper use in the **C1 & CRO ZDA** Zone, subject to the conditions, which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

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

5. The application for a Zoning District Change & Zoning Development Agreement from C1 & CRO PUD to Twin Falls County West Annex C1 & CRO ZDA for property located at 630 Addison Avenue West should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls and to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

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

DECISION

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

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"EXHIBIT NO. A"

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

APPLICATION #: **PZ19-0167**



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:	)	
	)	
<u>Final Plat Application,</u>	)	FINDINGS OF FACT,
	)	
<u>Riverhawk Plaza Condominiums, a PUD</u>	)	
<u>c/o EHM Engineers, Inc.</u>	)	CONCLUSIONS OF LAW,
<u>Applicant(s).</u>	)	
	)	AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on Monday, **March 9, 2020** for consideration of the final plat of the **Riverhawk Plaza Condominiums, a PUD**, approximately 0.94 (+/-) acres located at **1415 Park View Drive**, and the City Council having heard testimony from interested parties, having received written Findings from the Planning and Zoning Commission and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has requested approval of the final plat of the **Riverhawk Plaza Condominiums, a PUD**, approximately 0.94 (+/-) acres located at **1415 Park View Drive**.
2. The property in question is zoned **R-2 PUD** pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as **Town Neighborhood** in the duly adopted Comprehensive Plan of the City of Twin Falls.
3. The existing neighboring land uses in the immediate area of this property are: to the north, **Medical Office**; to the south, **Office**; to the east, **Residential**; to the west, **High School**.
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 **Riverhawk Plaza Condominiums, a PUD**, approximately 0.94 (+/-) acres located at **1415 Park View Drive** is in conformance with the objectives of the zoning ordinance and the policy for developments in Twin Falls City Code §10-1-4. Specifically, the land can be used safely for building purposes without danger to health or peril from fire, flood or other menace, proper provision has been made for drainage, water sewerage and capital improvements including schools, parks, recreation facilities, transportation facilities and improvements, all existing and proposed public improvements conform to the Comprehensive Plan.

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

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

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

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

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

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

DECISION

The request for approval of the final plat of the **Riverhawk Plaza Condominiums, a PUD**, approximately 0.94 (+/-) acres located at **1415 Park View Drive** is hereby granted, subject to final technical review by the City Engineer's Office and subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

“EXHIBIT NO. A”

1. Subject to final technical review by the City Engineering Department and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.



Date: Monday, March 16, 2020
To: Honorable Mayor and City Council
From: Ryan Howe, Police Department

ACTION ITEM

Request:

ACTION ITEM: Request to hold The Church Easter Service in the City Park.

Time Estimate:

Staff requests this item be placed on the consent calendar.

Background:

Kathy Marshall, representing The Church, located in Twin Falls, has submitted a Special Event Application for the 2020 Easter Church Gathering in the City Park to be held in the Twin Falls City Park on Easter Sunday, April 12, 2020. The worship service will start at 10:00 a.m. and conclude around 2:00 p.m.

This event will take place primarily in the band shell area of the park and is expected to have less than two hundred (200) people in attendance. There will be amplified sound in the form of a church worship service to include speaking and live music.

There will be refreshments provided to attendees by event organizers following the worship service. The event organizers will be responsible for clean-up within the park and other areas affected by the event.

Approval Process:

Consent of the Council

Budget Impact:

N/A

Regulatory Impact:

NA

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the City Council approve the Special Event Application submitted for the “The Church Easter Service” event based on the information provided. Staff recommends that the on-duty Supervisor be given authority to order event organizers to mitigate the sound of amplified music. If the noise complaints become habitual, the Patrol Supervisor shall be granted the authority to order the

music to be terminated.

Attachments:

None



Date: Monday, March 16, 2020
To: Honorable Mayor and City Council
From: Ryan Howe, Police Department

ACTION ITEM

Request:

ACTION ITEM: Request to approve the Child Abuse Prevention Rally.

Time Estimate:

Staff is requesting that this item be placed on the Consent Calendar.

Background:

Silvia Renova-Gaxiola has submitted a special event application requesting to hold the Child Abuse Prevention Rally. This event is scheduled to take place in the downtown commons on April 2, 2020. This event will begin at 11:30 a.m. and conclude at approximately 1:30 p.m.

Those attending the event will meet near the Twin Falls County Courthouse at 11:30 a.m. The group will then walk to the Downtown Commons area while chanting “no excuse for child abuse.” Those walking will be required to obey all pedestrian traffic laws.

Upon arrival at the Downtown Commons, a rally will be held in which 3-4 guest speakers will address the group. It has been requested that the mayor present a proclamation for Child Abuse. It is anticipated that a number of community organizations will participate in this event.

The purpose of the march is to bring awareness to the problem of child abuse and to the importance of child abuse prevention.

Approval Process:

Consent of the Council

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

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

Attachments:

None



Date: Monday, March 16, 2020
To: Honorable Mayor and City Council
From: Ryan Howe, Police Department

ACTION ITEM

Request:

ACTION ITEM: Request to approve the 6th Annual Cycle Magic Valley event.

Time Estimate:

Staff requests this item be placed on the consent calendar.

Background:

Denise Alexander, on behalf of the Magic Valley Trail Enhancement Committee (MaVTEC), has submitted a special event application requesting to host the 6th Annual Cycle Magic Valley bicycle ride on May 16, 2020. This event includes three heats of substantially different distances of 34, 62, and 96 miles. All routes will start and end at Sunway Park at 2700 North College Drive West.

There will be a DJ and announcer at Sunway Park during the event. Volunteers will be on hand to help direct riders out of the city limits. The route(s) will take riders on Twin Falls County Roads. Organizers have contacted emergency services of effected surrounding jurisdictions.

A barbeque will be provided at the conclusion of the ride at Sunway Park. Proceeds raised by this event will benefit the Canyon Rim Trails via the Twin Falls Community Foundation.

Event organizers predict approximately 150 participants for this event. There will also be a number of volunteers assisting with the event.

Approval Process:

Consent by the City Council.

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

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

Attachments:

None



Date: Monday, March 16, 2020
To: Honorable Mayor and City Council
From: Jonathan Spendlove, Planning and Zoning Director

PRESENTATION

Request:

PRESENTATION: Presentation of a Certificate of Appreciation to Ryan Higley for serving on the Twin Falls Planning & Zoning Commission.

Time Estimate:

Approximately five (5) minutes.

Background:

Ryan was appointed as one of our Area of Impact Commission Members in April of 2014. At the time, you could still buy an Iphone for \$200, Chobani had recently become operational, and the City was in preparations for Clif Bar to begin construction of their plant.

Ryan was fully engaged in the successful adoption of our current comprehensive plan, consistently dispelled myths regarding the assessments of property values, and he reviewed and acted on hundreds of zoning applications. His candid nature, honest comments, and leadership have been invaluable to the commission over the last six years.

Please join me in thanking Ryan for is service in helping make Twin Falls the best City in Idaho.

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

N/A

Attachments:

None

All Hazard Mitigation Plan FACT SHEET

The AHMP is updated every 5 years and goes through a formal review by the state and then FEMA. NO COST TO THE COUNTY OR CITY; funds are secured through my office as pass through funds from FEMA into the state and then county.

The plan is done to address all hazards in the county and to update mitigation strategies. The mitigation projects for the 2020 are broader from those listed in 2013.

Participants in the development of the plan include city and taxing districts:

The 4 Highway Districts; Buhl, Filer, Twin Falls and Murtaugh

The 8 cities

TFCO Pest Abatement

TF Canal Company

Three Creek Rangeland Fire Protection Association Inc.

Saylor Creek Rangeland Fire Protection Association Inc.

Hazards:

Weather

Wildfire

Drought

Flooding

Dam/Canal Failure

Earthquake

Landslide

While the hazards addressed above are included in the plan so are hazardous materials, terrorism, cyber security, radiological, civil disturbance, utility, Vector Borne Diseases, Burrowing Rodents, Vesicular Stomatitis, etc.

The plan completion allows for each city to begin the process for applying for funding to support their city on critical infrastructure issues, water retention problems, etc. and pursue funding as grant funds become available. The plan also is a prerequisite or criteria for other grants a city/county may pursue for projects within their jurisdiction – Comprehensive, Block Grants, Revitalization etc.

Once the Notice of Endorsement and Participation form is signed by each city/commissioner they will then be sent to FEMA as the final requirement on the plan's successful approval of the revision.

Hard copies of the plan will be submitted to each city, and posted on the County website www.twinfallscounty.org under the Emergency Management Tab.

**Notice of Endorsement and Participation
in the
Twin Falls County
Hazard Mitigation Plan**

I, _____, Mayor for the City of Twin Falls endorse to support and participate in the implementation of the Twin Falls County Hazard Mitigation Plan as it applies to the City of Twin Falls.

DATED this ____ day of _____, 2020

City of Twin Falls

By: _____
Mayor

Received by the City Clerk this ____ day of _____, 2020

Signature: _____
Clerk

Twin Falls County Position Summary

Jackie Frey, Coordinator
Twin Falls County Office of Emergency Management
jfrey@co.twin-falls.id.us
208-736-4234 work
208-731-6835 cell

I have been the Twin Falls County Coordinator for the Office of Emergency Management for 23 years. I have completed the Professional Development and Applied Practice Series certifications through FEMA, the Idaho Certified Emergency Managers Certification (ICEM) and over 130 classroom and online training classes. I am currently serving as the Idaho Emergency Management Association (IEMA) Region 4 Vice President and the past IEMA President for 7 years.

My position is funded with pass through funds from FEMA into the state and then allocated by population to the county with a 50-50 match.

Currently my position includes the following:

- To coordinate resources during an incident or disaster in the county.
- Oversee and manage the SHSP/EMPG grants.
- Chair the monthly LEPC meetings.
- Manage all levels of County Emergency Preparedness efforts.
- Support funding for exercises/training/equipment for the first responding agencies in the 8 cities.
- Maintain and revise the County Emergency Operations Plan and the All Hazard Mitigation Plan every 5 years.
- Maintain the Community Emergency Response Team (CERT) volunteer database.
- Maintain the Public Information Officers roster and facilitate quarterly meetings.

I am also actively involved in a number of other projects in the county: cybersecurity training, Continuity of Operations Planning (COOP) with county departments, industry, schools, hospitals, nursing homes etc. attend the Region 4 District Interoperability Governance Board (DIGB) meetings, maintain training for those with functional needs, attend local and state training/workshops addressing ISIS, terrorism, bio-hazard, Strategic National Stockpile, National Veterinary Stockpile, and ASPR meetings with South Central Public Health Department.

Currently, I sit on the Office on Aging Advisory Council, West End Cemetery Maintenance Board, the People for Pets, Humane Society Board and a number of planning committees.

FEMA REGION 10 LOCAL MITIGATION PLAN REVIEW TOOL

The *Local Mitigation Plan Review Tool* demonstrates how the Local Mitigation Plan meets the regulation in [44 CFR §201.6](#) and offers States and FEMA Mitigation Planners an opportunity to provide feedback to participating jurisdictions.

1. The Multi-Jurisdiction Summary Sheet is used to document how each jurisdiction met the requirements in the Plan.
2. The Regulation Checklist provides a summary of FEMA's evaluation of whether the Plan has addressed all requirements.
3. The Plan Assessment identifies the plan's strengths as well as documents areas for future improvement.

The FEMA Mitigation Planner must reference the [Local Mitigation Plan Review Guide](#) when completing this *Local Mitigation Plan Review Tool*.

Jurisdiction: Twin Falls County	Title of Plan: Twin Falls County Multi-Jurisdiction All Hazardous Mitigation Plan	Date of Plan: January 2020
Local Point of Contact: Jackie Frey	Address: 630 Addison Avenue West, P.O. Box 126, Twin Falls, ID 83303	
Title: Director for the Twin Falls County Office of Emergency Management		
Agency: Office of Emergency Planning		
Phone Number: 208-736-4234		
		E-Mail: jfrey@co.twin-falls.id.us

State Reviewer: Delanie Edmunds	Title: Mitigation Planner	Date: 11/5/2019
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FEMA Reviewer:	Title:	Date:
Date Received in FEMA Region 10		
Plan Not Approved		
Plan Approvable Pending Adoption		
Plan Approved		

SECTION 1: MULTI-JURISDICTION SUMMARY SHEET (used only for multi-jurisdictional plans)

INSTRUCTIONS: The Multi-Jurisdiction Summary Spreadsheet is completed by listing each participating jurisdiction and which required Elements for each jurisdiction were ‘Met’ or ‘Not Met,’ and when the adoption resolutions were received. This Summary Sheet does not imply that a mini-plan be developed for each jurisdiction; it is used to ensure that each jurisdiction participating in the Plan has been documented and has met the requirements for those Elements (A through E).

[illegible]

[illegible]

SECTION 2: REGULATION CHECKLIST

INSTRUCTIONS: The Regulation Checklist is completed by FEMA. The purpose of the Checklist is to identify the location of relevant or applicable content in the Plan by Element/sub-element and to determine if each requirement has been 'Met' or 'Not Met.' The 'Required Revisions' summary at the bottom of each Element is completed by FEMA to provide a clear explanation of the revisions that are required for plan approval. Required revisions are explained for each plan sub-element that is 'Not Met.' Sub-elements are referenced in each summary by using the appropriate numbers (A1, B3, etc.), where applicable.

1. REGULATION CHECKLIST		Location in Plan (section and/or page number)	Met	Not Met
Regulation (44 CFR 201.6 Local Mitigation Plans)				
ELEMENT A. PLANNING PROCESS				
A1. Does the Plan document the planning process, including how it was prepared and who was involved in the process for each jurisdiction? (Requirement §201.6(c)(1))	Section 1 12-14 Attachment 1 143-154	x		
A2. Does the Plan document an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development as well as other interests to be involved in the planning process? (Requirement §201.6(b)(2))	Section 1 15 Attachment 1 143-154			x
A3. Does the Plan document how the public was involved in the planning process during the drafting stage? (Requirement §201.6(b)(1))	Section 1 15-17	x		
A4. Does the Plan describe the review and incorporation of existing plans, studies, reports, and technical information? (Requirement §201.6(b)(3))	Section 6 125-136	x		
A5. Is there discussion of how the community(ies) will continue public participation in the plan maintenance process? (Requirement §201.6(c)(4)(iii))	Section 7 139-140	x		
A6. Is there a description of the method and schedule for keeping the plan current (monitoring, evaluating and updating the mitigation plan within a 5-year cycle)? (Requirement §201.6(c)(4)(i))	Section 7 140-142	x		
ELEMENT A: REQUIRED REVISIONS				
A2b. The Plan must provide the agency or organization represented and the person's position or title within the agency. This can be resolved by creating a list like the one for Participating Jurisdictions on page 14 or by adding titles to the participants on page 11 table 1.1 Please see Table 1-1. Position Titles have been added.				
ELEMENT B. HAZARD IDENTIFICATION AND RISK ASSESSMENT				
B1. Does the Plan include a description of the type, location, and extent of all natural hazards that can affect each jurisdiction(s)? (Requirement §201.6(c)(2)(i))	Section 3 34-104	x		

1. REGULATION CHECKLIST		Location in Plan (section and/or page number)	Met	Not Met
Regulation (44 CFR 201.6 Local Mitigation Plans)				
B2. Does the Plan include information on previous occurrences of hazard events and on the probability of future hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i))		Section 3 34-104		x
B3. Is there a description of each identified hazard's impact on the community as well as an overall summary of the community's vulnerability for each jurisdiction? (Requirement §201.6(c)(2)(ii))		Section 3 34-104	x	
B4. Does the Plan address NFIP insured structures within the jurisdiction that have been repetitively damaged by floods? (Requirement §201.6(c)(2)(ii))		Section 6 137-138	x	
<u>ELEMENT B: REQUIRED REVISIONS</u>				
B2: Utilize the information in past occurrences to aid in the probability of this hazard happening again. Needed for Drought, landslide and wildfire. Probability means the likelihood of the hazard occurring and may be defined in terms of general descriptors (for example, unlikely, likely, highly likely), historical frequencies, statistical probabilities (for example: 1% chance of occurrence in any given year), and/or hazard probability maps. If general descriptors are used, then they must be defined in the plan. For example, "highly likely" could be defined as equals near 100% chance of occurrence next year or happens every year. I like the definition of Vulnerability on page 52 on how to determine the vulnerability however this does not express vulnerabilities of Twin Falls County. Ultimately please describe how likely these events are to happen and how that was determined. Also please provide the definition given for how the high, medium, and low vulnerability was created. Please see Identify Hazards and Hazard Analysis sections on page 13-14. A probability statement was added for each natural hazard.				
ELEMENT C. MITIGATION STRATEGY				
C1. Does the plan document each jurisdiction's existing authorities, policies, programs and resources and its ability to expand on and improve these existing policies and programs? (Requirement §201.6(c)(3))		Section 6 125-136	x	
C2. Does the Plan address each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate? (Requirement §201.6(c)(3)(ii))		Section 6 137-138	x	
C3. Does the Plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards? (Requirement §201.6(c)(3)(i))		Section 4 105	x	
C4. Does the Plan identify and analyze a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure? (Requirement §201.6(c)(3)(ii))		Section 5 106-124	x	
C5. Does the Plan contain an action plan that describes how the actions identified will be prioritized (including cost benefit review), implemented, and administered by each jurisdiction? (Requirement §201.6(c)(3)(iv)); (Requirement §201.6(c)(3)(iii))		Section 5 106	x	
C6. Does the Plan describe a process by which local governments will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate? (Requirement §201.6(c)(4)(ii))		Section 5 106-124 Section 6 125-136	x	

1. REGULATION CHECKLIST		Location in Plan (section and/or page number)	Met	Not Met
Regulation (44 CFR 201.6 Local Mitigation Plans)				
ELEMENT C: REQUIRED REVISIONS				
ELEMENT D. PLAN REVIEW, EVALUATION, AND IMPLEMENTATION (applicable to plan updates only)				
D1. Was the plan revised to reflect changes in development? (Requirement §201.6(d)(3))	Section 2 Pg. 28 (section 2)	x		
D2. Was the plan revised to reflect progress in local mitigation efforts? (Requirement §201.6(d)(3))	Section 5 107-114	x		
D3. Was the plan revised to reflect changes in priorities? (Requirement §201.6(d)(3))	Section 4 105	x		
ELEMENT D: REQUIRED REVISIONS				
ELEMENT E. PLAN ADOPTION				
E1. Does the Plan include documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval? (Requirement §201.6(c)(5))				x
E2. For multi-jurisdictional plans, has each jurisdiction requesting approval of the plan documented formal plan adoption? (Requirement §201.6(c)(5))				x
ELEMENT E: REQUIRED REVISIONS				
Awaiting approval				
ELEMENT F. ADDITIONAL STATE REQUIREMENTS (OPTIONAL FOR STATE REVIEWERS ONLY; NOT TO BE COMPLETED BY FEMA)				
F1. Develop a County Risk Assessment a) Identify WUI boundaries/areas b) Evaluate Fuel Hazards c) Risk of Wildfire Occurrence d) Homes, Business, Essential Infrastructure at Risk e) Other Community Values at Risk f) Local Preparedness, Firefighting Capability	Section 44 Pages 77-84, Attachment 4			
F2. Establish Fuels Reduction Priorities and Recommendations to Reduce Structural Ignitability – Prioritize Local Preparedness Capability Needs	Section 44 Pages 77-84, Attachment 4 Section 6 pages 109-118			
F3. Finalize County Wildfire Protection Plan – Core planning team agree on action plan. HFRA requires that three entities must mutually agree to the final contents and sign a CWPP: • The applicable local government;	Attachment 4			

1. REGULATION CHECKLIST		Location in Plan (section and/or page number)	Met	Not Met
Regulation (44 CFR 201.6 Local Mitigation Plans)				
• The local fire department(s); and • The state entity responsible for forest management.				
<u>ELEMENT F: REQUIRED REVISIONS</u>				

SECTION 3: PLAN ASSESSMENT

A. Plan Strengths and Opportunities for Improvement

This section provides a discussion of the strengths of the plan document and identifies areas where these could be improved beyond minimum requirements.

Element A: Planning Process

How does the Plan go above and beyond minimum requirements to document the planning process with respect to:

- *Involvement of stakeholders (elected officials/decision makers, plan implementers, business owners, academic institutions, utility companies, water/sanitation districts, etc.);*
- *Involvement of Planning, Emergency Management, Public Works Departments or other planning agencies (i.e., regional planning councils);*
- *Diverse methods of participation (meetings, surveys, online, etc.); and*
- *Reflective of an open and inclusive public involvement process.*

Plan Strengths

-

Opportunities for Improvement

-

Element B: Hazard Identification and Risk Assessment

In addition to the requirements listed in the Regulation Checklist, 44 CFR 201.6 Local Mitigation Plans identifies additional elements that should be included as part of a plan's risk assessment. The plan should describe vulnerability in terms of:

- 1) *A general description of land uses and future development trends within the community so that mitigation options can be considered in future land use decisions;*
- 2) *The types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas; and*
- 3) *A description of potential dollar losses to vulnerable structures, and a description of the methodology used to prepare the estimate.*

How does the Plan go above and beyond minimum requirements to document the Hazard Identification and Risk Assessment with respect to:

- *Use of best available data (flood maps, HAZUS, flood studies) to describe significant hazards;*
- *Communication of risk on people, property, and infrastructure to the public (through tables, charts, maps, photos, etc.);*
- *Incorporation of techniques and methodologies to estimate dollar losses to vulnerable structures;*

- *Incorporation of Risk MAP products (i.e., depth grids, Flood Risk Report, Changes Since Last FIRM, Areas of Mitigation Interest, etc.); and*
- *Identification of any data gaps that can be filled as new data became available.*

Plan Strengths

-

Opportunities for Improvement

-

Element C: Mitigation Strategy

How does the Plan go above and beyond minimum requirements to document the Mitigation Strategy with respect to:

- *Key problems identified in, and linkages to, the vulnerability assessment;*
- *Serving as a blueprint for reducing potential losses identified in the Hazard Identification and Risk Assessment;*
- *Plan content flow from the risk assessment (problem identification) to goal setting to mitigation action development;*
- *An understanding of mitigation principles (diversity of actions that include structural projects, preventative measures, outreach activities, property protection measures, post-disaster actions, etc);*
- *Specific mitigation actions for each participating jurisdictions that reflects their unique risks and capabilities;*
- *Integration of mitigation actions with existing local authorities, policies, programs, and resources; and*
- *Discussion of existing programs (including the NFIP), plans, and policies that could be used to implement mitigation, as well as document past projects.*

Plan Strengths

-

Opportunities for Improvement

-

Element D: Plan Update, Evaluation, and Implementation (Plan Updates Only)

How does the Plan go above and beyond minimum requirements to document the 5-year Evaluation and Implementation measures with respect to:

- *Status of previously recommended mitigation actions;*
- *Identification of barriers or obstacles to successful implementation or completion of mitigation actions, along with possible solutions for overcoming risk;*
- *Documentation of annual reviews and committee involvement;*

- *Identification of a lead person to take ownership of, and champion the Plan;*
- *Reducing risks from natural hazards and serving as a guide for decisions makers as they commit resources to reducing the effects of natural hazards;*
- *An approach to evaluating future conditions (i.e. socio-economic, environmental, demographic, change in built environment etc.);*
- *Discussion of how changing conditions and opportunities could impact community resilience in the long term; and*
- *Discussion of how the mitigation goals and actions support the long-term community vision for increased resilience.*

Plan Strengths

-

Opportunities for Improvement

-

B. Resources for Implementing Your Approved Plan

Ideas may be offered on moving the mitigation plan forward and continuing the relationship with key mitigation stakeholders such as the following:

- *What FEMA assistance (funding) programs are available (for example, Hazard Mitigation Assistance (HMA)) to the jurisdiction(s) to assist with implementing the mitigation actions?*
- *What other Federal programs (National Flood Insurance Program (NFIP), Community Rating System (CRS), Risk MAP, etc.) may provide assistance for mitigation activities?*
- *What publications, technical guidance or other resources are available to the jurisdiction(s) relevant to the identified mitigation actions?*
- *Are there upcoming trainings/workshops (Benefit-Cost Analysis (BCA), HMA, etc.) to assist the jurisdictions(s)?*
- *What mitigation actions can be funded by other Federal agencies (for example, U.S. Forest Service, National Oceanic and Atmospheric Administration (NOAA), Environmental Protection Agency (EPA) Smart Growth, Housing and Urban Development (HUD) Sustainable Communities, etc.) and/or state and local agencies?*



Date: Monday, March 16, 2020
To: Honorable Mayor and City Council
From: Les Kenworthy, Fire Chief, Lorie Race, CFO

ACTION ITEM

Request:

ACTION ITEM: Request to approve lease agreement for an aerial platform in the Fire Department.

Time Estimate:

Approximately 10 minutes.

Background:

The Fire Department purchased a 1989 Grumman Aerial Cat 102' rear mount platform ladder truck on October 1, 1989. The purchase price was \$457,356.00. Over the past 30 plus years this apparatus has served the City of Twin Falls as well as several surrounding agencies as the first due ladder for elevated firefighting practices. This truck also has served as a first out resonance apparatus for all commercial fire alarms and elevated rescue. The City currently has an ISO rating of 3. The ladder serves a vital role in this rating.

NFPA 1911 standard requires the ladder truck to pass a safety and performance certification every 5 years. Due to the age of this vehicle the TFFD requires this certification every year by an independent contractor. The Twin Falls Fire department and City Shop have adopted a "Zero Defects" policy for emergency vehicles. We believe purchasing quality equipment that best suits the needs of the City and adhering to the "Zero Defects" policy has contributed to the longevity of this apparatus.

Council approved the purchase of at our February 10th council meeting utilizing a purchase lease agreement and directed staff to see the final draft of the agreement prior to final approval.

Approval Process:

50% plus 1 of the members present.

We are asking the Council to approve the purchase of a new Pierce Velocity FR 100' rear mount aerial ladder truck using a Cooperative Purchasing Program by funding with a lease purchase agreement (Attached).

Budget Impact:

The City is utilizing a lease purchase arrangement to acquire this capital item outside of the budget process. Staff will share the financial information as requested during the presentation.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff is asking for final approval to for the acquisition of an aerial platform for the Twin Falls Fire Department utilizing the attached lease purchase agreement (document attached).

Attachments:

1. Twin Falls ID Equipment Lease (no escrow) with Lessee Taking Title 2.28.20

LEASE PURCHASE AGREEMENT

This equipment lease purchase agreement (the “Lease”) dated as of March _____, 2020, by and between ZIONS BANCORPORATION, N.A., One South Main Street, 18th Floor, Salt Lake City, Utah 84133 (“Lessor”), and CITY OF TWIN FALLS, Idaho, 203 Main Avenue East, Twin Falls, ID 83301 (“Lessee”), a body politic and corporate existing under the laws of the State of Idaho. This Lease includes all Exhibits hereto, which are hereby specifically incorporated herein by reference and made a part hereof.

Now *therefore*, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

Lease of Equipment

Section 1.1 *Agreement to Lease*. Lessor hereby demises, leases, and lets to Lessee and Lessee rents, leases and hires from Lessor, the “Equipment” (as hereinafter defined), to have and to hold for the term of this Lease; provided, however, that the obligation of Lessor to lease any item of the Equipment and to make payment to the Vendor therefor is subject to the condition precedent that Lessee shall provide the following at its cost, in form and substance satisfactory to Lessor:

- (i) Evidence satisfactory to Lessor as to due compliance with the insurance provisions of Section 10.2 hereof;
- (ii) Invoice of the Vendor of such item of Equipment; and
- (iii) Delivery and Acceptance Certificate in the form attached hereto as Exhibit “E” executed by Lessee acknowledging delivery to and acceptance by Lessee of such items of Equipment. 

Section 1.2 *Title*. During the term of this Lease, title to the Equipment will be transferred to, and held in the name of, Lessee, subject to retransfer to Lessor. Upon termination of this Lease as provided in Sections 3.3 (a) or 3.3 (c), title to the Equipment will transfer automatically to Lessor without the need for any further action on the part of Lessor, Lessee, or any other person, provided that if any action is so required, Lessee by this Lease appoints Lessor its irrevocable attorney in fact to take any action to so transfer title to the Equipment to Lessor. Lessor at all times will have access to the Equipment for the purpose of inspection, alteration, and repair.

Section 1.3 *Security*. To secure the payment of all of Lessee’s obligations to Lessor under this Lease, Lessee grants to Lessor a security interest in the Equipment and in all additions, attachments, accessions, and substitutions to or for the Equipment. The security interest granted herein includes proceeds. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices, and similar instruments, in form satisfactory to Lessor, which

Lessor deems necessary or advisable to establish and maintain its security interest in the Equipment. Lessor understands and agrees that the security interest granted in this Section shall be subject and subordinate to presently existing security interests and/or purchase money security interests in miscellaneous equipment which may be installed in accordance with the provisions of Section 9.3.

ARTICLE II

Definitions

The terms defined in this Article II shall, for purposes of this Lease, have the meaning herein specified unless the context clearly otherwise requires:

“*Business Day*” shall mean any day except Saturday, Sunday and legal holidays on which banks in the State of Idaho and Utah are closed.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Commencement Date*” shall mean the date when the term of this Lease begins and Lessee’s obligation to pay rent accrues, as set forth in Section 3.1.

“*Equipment*” shall mean the property which Lessor is leasing to Lessee referred to in Section 1.1 and more fully described in Exhibit “A.”

“*Governing Body*” means the governing body of the Lessee

“*Greater Boise*” shall refer to the Idaho Supreme Court decision, *Greater Boise Auditorium Dist. v. Frazier*, NO. 43704, 2015 WL 6080521 (Idaho Oct. 15, 2015).

“*Lessee*” shall mean City of Twin Falls, Idaho.

“*Lessor*” shall mean ZIONS BANCORPORATION, N.A., Salt Lake City, Utah, its successors and assigns.

“*Notice of Intent to Renew*” shall mean the Lessee’s notice of intent to renew this Lease for a Renewal Term, as required by Section 3.2 of this Lease.

“*Option Purchase Price*” shall mean the amount which Lessee must pay Lessor to purchase the Equipment, as determined by Article V.

“*Original Term*” shall mean the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date, as set forth in Section 3.2.

“*Principal Outstanding*” means the remaining unpaid principal outstanding under this Lease as specified on Exhibit “C” attached hereto.

“*Renewal Terms*” shall mean all of the additional periods of one year (coextensive with Lessee’s fiscal year) for which this Lease shall be effective in the event of renewal of the Lease as provided in Article III.

“*Rental Payment Date*” means the dates upon which Rental Payments are to be made by the Lessee to the Lessor hereunder as specified on Exhibit “C” attached hereto.

“*Rental Payments*” means the rental payments payable by Lessee pursuant to the provisions of this Lease during the Term hereof.

“*Term*” or “*Term of this Lease*” shall mean the Original Term and all Renewal Terms provided for in this Lease under Section 3.2.

“*Vendor*” shall mean the manufacturer of the Equipment and the manufacturer’s agent or dealer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III

Lease Term

Section 3.1 Commencement. The Term of this Lease shall commence as of:

_____ the date this Lease is executed.

_____ days after the receipt, installation, and operation of the Equipment, and its acceptance by Lessee, as indicated by an acceptance certificate signed by Lessee.

X_____ the date the Vendor receives full payment for the Equipment from Lessor.

Such date will be referred to as the Commencement Date.

Section 3.2 *Duration of Lease: Nonappropriation*. This Lease will continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the “Original Term”). The Lessee may, in its sole discretion, and when and if it duly budgets and appropriates funds therefor from revenues legally available to it for the ensuing fiscal year, renew this Lease by giving notice of intent to renew (“Notice of Intent to Renew”) to the Lessor, in which case, the Lease shall be extended for an additional period of one year coextensive with Lessee’s fiscal year (each, a “Renewal Term”). Each Renewal Term shall commence on _____ [Insert Date] of the fiscal year following adoption of the budget as provided hereinabove and shall terminate on _____ [Insert Date] of the following calendar year.

Lessee hereby declares that, as of the date of the execution of this Lease, Lessee currently has an essential need for the Equipment which is the subject of this Lease to carry out and give effect to the public purposes of Lessee. Lessee reasonably believes that it will have a need for the type of equipment which is the subject of this Lease for the duration of the Original Term and all Renewal Terms. If Lessee does not appropriate funds to continue the leasing of the Equipment for

any ensuing Renewal Term, this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Lessor of such termination at least ten (10) days prior to the expiration of the Original Term or Renewal Term then in effect; provided, however, that a failure to give such written notice shall not constitute an event of default, result in any liability on the part of the Lessee or otherwise result in the termination of this Lease as set forth hereinabove.

Section 3.3 *Termination*. This Lease will terminate upon the earliest of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of this Lease and the failure of Lessee to appropriate funds and provide a Notice of Intent to Renew to continue the leasing of the Equipment for the ensuing Renewal Term;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Equipment;
- (c) a default by Lessee and Lessor's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Term of this Lease.

Section 3.4 *Return of Equipment Upon Termination*. Upon termination of this Lease pursuant to Sections 3.3 (a) or 3.3 (c), Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 9.2 hereof in the following manner as may be specified by Lessor by loading the Equipment at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the destination designated by Lessor.

Lessee shall obtain all governmental authorizations to permit return of the Equipment to Lessor and Lessee shall pay to Lessor such sum as may be necessary to cover replacement of all broken or missing parts.

ARTICLE IV

Rental Payments

Section 4.1 *Amount*. Lessee will pay Lessor as rent for the use of the Equipment during the Original Term and any Renewal Terms on the dates and in the amounts set forth in Exhibit "C" attached hereto. All Rental Payments shall be paid, exclusively from legally available funds, in lawful money of the United States of America to Lessor at or to such other person or entity or at such other place as Lessor may from time to time designate by written notice to Lessee.

Section 4.2 *Portion of Rental Payments Attributable to Interest*. The portion of each Rental Payment which is paid as and is representative of interest is set forth in Exhibit "C" attached hereto.

Section 4.3 *No Right to Withhold*. Notwithstanding any dispute between Lessee, Lessor, Vendor or any other party, Lessee will make all Rental Payments when due, without withholding

any portion of such rent, pending final resolution of such dispute by mutual agreement between the parties thereto or by a court of competent jurisdiction.

Section 4.4 *Rental Payments to Constitute a Current Obligation of the Lessee.* The Lessee and the Lessor acknowledge and agree that the obligation of the Lessee to pay Rental Payments hereunder constitutes a current obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness or liability of the Lessee under Article VIII Section 3 of the Idaho Constitution, or within any Idaho statutory provisions, or any other requirement applicable to the Lessee concerning the creation of indebtedness, including the law as established in *Greater Boise*. The Lessee has not hereby pledged the credit of the Lessee to the payment of the Rental Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Rental Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

ARTICLE V

Purchase of Equipment

Section 5.1 *Option Purchase Price.* On any Business Day on or after March 25, 2020, Lessee may purchase the Equipment from Lessor at a price equal to the principal amount outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such date is a Rental Payment Date, in which case, the principal amount outstanding as of such date), plus accrued interest from such Rental Payment Date to such date of calculation at the rate of interest per annum in effect for the period during which the calculation is made, as set forth in Exhibit "C."

Section 5.2 *Manner of Exercise of Option.* To exercise the option, Lessee must deliver to Lessor written notice specifying the date on which the Equipment is to be purchased (the "Closing Date"), which notice must be delivered to Lessor at least thirty (30) days prior to the Closing Date specified therein. At the closing, Lessor will deliver to Lessee a bill of sale transferring the Equipment to Lessee free and clear of any lien or encumbrance created by or arising through Lessor, but without warranties, and will deliver all warranties and guarantees of Vendors of the Equipment.

Section 5.3 *Conditions of Exercise of Option.* Lessee may purchase the Equipment pursuant to the option granted by this Lease only if Lessee has made all Rental Payments when due (or has remedied any defaults in the payment of rent, in accordance with the provisions of this Lease) and if all other representations, covenants, warranties, and obligations of Lessee under this Lease have been satisfied (or all breaches of the same have been waived by Lessor in writing).

Section 5.4 *Termination Purchase.* Upon the expiration of the Term of the Lease and provided that the conditions of Section 5.3 have been satisfied, Lessee shall be deemed to have purchased the Equipment (without the payment of additional sums) and shall be vested with all rights and title to the Equipment. Lessor agrees that upon the occurrence of the events as provided in this Section, it shall deliver to Lessee the documents specified in Section 5.2, and shall comply with

the delivery provisions of Section 5.2 relating to termination upon exercise of the option to purchase.

ARTICLE VI

Representations, Covenants, and Warranties of Lessee and Lessor

Section 6.1 *Representations, Covenants and Warranties of Lessee*. Lessee represents, covenants, and warrants as follows:

- (a) Lessee is a body politic and corporate, duly organized and existing under the Constitution and laws of the State of Idaho.
- (b) Lessee is authorized by the Constitution and laws of the State of Idaho to enter into this Lease and to effect all of Lessee's obligations hereunder. The Governing Body of Lessee has executed the resolution attached as Exhibit "B" to this Lease which specifically authorizes Lessee to execute and deliver this Lease.
- (c) All procedures and requirements, including any legal bidding requirements, have been met by Lessee prior to the execution of this Lease in order to insure the enforceability of this Lease and all rent and other payment obligations will be paid out of funds legally available for such purpose.
- (d) The Governing Body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of this Lease was authorized, as evidenced by the certificate of open meeting law attached to the Resolution of Governing Body which is attached hereto as Exhibit "B."
- (e) The letter attached to this Lease as Exhibit "D" is a true opinion of special counsel.
- (f) Lessee will use and service the Equipment in accordance with Vendor's instructions and in such a manner as to preserve all warranties and guarantees with the respect to the Equipment.
- (g) During the term of this Lease, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.
- (h) The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.
- (i) The Equipment shall be used solely by Lessee and shall not be subject to any direct or indirect private business use.
- (j) Lessee covenants and certifies to and for the benefit of Lessor throughout the term of this Lease that:

- (1) No use will be made of the proceeds of this Lease, or any funds or accounts of Lessee which may be deemed to be proceeds of this Lease, which use, if it had been reasonably expected on the date of execution of this Lease, would have caused this Lease to be classified as an “arbitrage bond” within the meaning of Section 148 of the Code;
 - (2) Lessee will at all times comply with the rebate requirements of Section 148(f), to the extent applicable;
 - (3) in order to preserve the status of this Lease as other than a “private activity bond” as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease is outstanding: (I) none of the proceeds of this Lease or the Equipment financed therewith shall be used for any “private business use” as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code; and (II) no part of this Lease shall be secured in whole or in part, directly or indirectly, by any interest in any equipment used in any such “private business use” or by payments in respect of such equipment, and shall not be derived from payments in respect of such equipment;
 - (4) it will not take any action or omit to take any action such that would cause interest on this Lease to become ineligible for the exclusion from gross income of Lessor as provided in Section 103 of the Code.
- (k) The obligations of Lessee under this lease are not federally guaranteed within the meaning of Section 149(b) of the Code.
- (l) This Lease is being executed for the purpose of acquiring the Equipment and is not being issued to refund or refinance any outstanding obligation of Lessee, nor to reimburse Lessee for any expenditures made prior to the date hereof.
- (m) In compliance with Section 149 (e) of the Code relating to information reporting, Lessee has caused or will cause to be filed with the Internal Revenue Service, IRS form 8038-G or 8038-GC, as appropriate.
- (n) Lessee has selected the Equipment and desires to lease the Equipment for use in the performance of its governmental or proprietary functions. Lessor, at Lessee’s request, has ordered or shall order the Equipment and shall lease the same to Lessee as herein provided, Lessor’s only role being the facilitation of the financing of the Equipment for the Lessee. Lessor will not be liable for specific performance or for damages if the supplier or manufacturer of the Equipment for any reason fails to fill, or delays in filling, the order for the Equipment. Lessee acknowledges that Lessor is not a manufacturer of or a dealer in the Equipment (or similar equipment) and does not inspect the Equipment prior to delivery to Lessee. Lessee agrees to accept the Equipment and authorizes Lessor to add the serial number of the Equipment to Exhibit “A.” Lessor shall have no obligation to install, erect, test, inspect, or service the Equipment. *For purpose of this Lease and of any purchase of the Equipment effected under this Lease, Lessor expressly disclaims any warranty with respect to the*

condition, quality, durability, suitability, merchantability or fitness for a particular purpose of the Equipment in any respect, and any other representation, warranty, or covenant, express or implied. Lessor will not be liable to Lessee for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by any inadequacy, deficiency, or defect in the Equipment, or by any use of the Equipment, whatsoever. Lessor assigns to Lessee, without recourse, for the Term of this Lease all manufacturer warranties and guarantees, express or implied, pertinent to the Equipment, and Lessor directs Lessee to obtain the customary services furnished in connection with such guarantees and warranties at Lessee's expense, subject to Lessee's obligation to reassign to Lessor all such warranties and guarantees upon Lessor's repossession of the Equipment.

- (o) During the Original Term, or any Renewal Terms, of this Lease, Lessee covenants and agrees that (1) the decision to renew or not renew this Lease shall be made solely by the Governing Body and not by any other officers or officials acting on behalf of the Lessee, and (2) the appropriate officers of the Lessee charged with the responsibility of formulating budget proposals will include in the budget proposals submitted to the Governing Body, in any year in which this Lease shall be in effect, items for all payments required for the ensuing Renewal Term under this Lease. However, the inclusion of Renewal Term Rental Payments in budget proposals shall not limit the sole discretion of the Governing Body whether to renew the Lease.
- (p) There are no legal or governmental proceedings or litigation pending or, to the best knowledge of Lessee, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of this Lease
- (q) Lessee has never non-appropriated or defaulted under any of its payment or performance covenants, either under any municipal lease of the same general nature as this Lease or under any of its bonds, notes or other debt obligations for which its general credit or revenues are pledged.

Section 6.2 *Representations, Covenants and Warranties of Lessor.* Lessor represents, covenants, and warrants as follows:

- (a) During the Original Term, or any Renewal Terms, of this Lease, Lessor will provide Lessee with quiet use and enjoyment of the Equipment, without suit, trouble, or hindrance from Lessor, except upon default by Lessee as set forth in this Lease.
- (b) Lessor has not caused to be created any lien or encumbrance on the Equipment except the security interest provided in Section 1.3 of this Lease.

ARTICLE VII

Events of Default and Remedies

Section 7.1 *Events of Default Defined*. The following shall be “events of default” under this Lease and the terms, “event of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 7.1 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section 7.1 are subject to (i) the provisions of Section 3.2 hereof with respect to nonappropriation; and (ii) if by reason of *force majeure* Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV hereof, Lessee shall not be deemed in default during the continuance of such inability. The term “*force majeure*” as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms, droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

Section 7.2 *Remedies on Default*. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

- (a) With or without terminating this Lease, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, holding Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the purchase price, rent or other amounts paid by a purchaser, lessee or sublessee of the Equipment pursuant to such sale, lease or sublease. In the event that the Lease is terminated and the purchase price, rent or other amounts paid by such subsequent purchaser, lessee or sublessee exceeds the value of the Equipment and costs of such sale, lease, or sublease, such funds in excess of the value of the Equipment and costs shall be remitted to the Lessee; and

- (b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 7.3 *No Remedy Exclusive*. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article VII it shall not be necessary to give any notice, other than such notice as may be required in this Article VII.

Section 7.4 *Waiver of Certain Damages*. With respect to all of the remedies of Section 7.2 above, Lessee expressly waives any damages occasioned by Lessor's repossession of the Equipment. 

ARTICLE VIII

Payment of Taxes, Fees, Permits, and Utility Services

Section 8.1 *Interpretation*. This Lease for all purposes will be treated as a net lease.

Section 8.2 *Taxes and Fees*. Subject to the provisions of Section 11.19 hereof, Lessee agrees to pay and to indemnify and hold Lessor harmless from, all license, sales, use, personal property, and other taxes and fees, together with any penalties, fines, and interest on such taxes and fees imposed or levied with respect to the Equipment and the ownership, delivery, lease, possession, use, operation, sale, and other disposition of the Equipment, and upon the rental or earnings arising from any such disposition. Lessee may in good faith and by appropriate proceedings contest any such taxes and fees so long as such proceedings do not involve any danger of sale, forfeiture, or loss of the Equipment or of any interest in the Equipment.

Section 8.3 *Permits*. Lessee will provide all permits and licenses necessary for the installation, operation, and use of the Equipment. Lessee will comply with all laws, rules, regulations, and ordinances applicable to the installation, use, possession, and operation of the Equipment. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Equipment, such changes or additions will be made by Lessee at its own expense.

Section 8.4 *Utilities*. Lessee will pay all charges for gas, water, steam, electricity, light, heat or power, telephone, or other utilities furnished to or used in connection with the Equipment (including charges for installation of such services) during the Original Term, or any Renewal Terms, of this Lease. There will be no abatement of rent on account of the interruption of any such services.

ARTICLE IX

Use, Repairs, Alterations, and Liens

Section 9.1 *Use*. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by this Lease. Lessee agrees that the Equipment is and at all times will remain personal property not withstanding that the Equipment or any part of the Equipment may now or hereafter become affixed in any manner to real property or to any building or permanent structure.

Section 9.2 *Repairs*. Lessee at its own cost will service, repair, and maintain the Equipment so as to keep the Equipment in as good condition, repair, appearance, and working order as when delivered to and accepted by Lessee under this Lease, ordinary wear and tear excepted. At its own cost, Lessee will replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed damaged beyond repair, or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms, and devices will be free and clear of all liens, encumbrances, and rights of others, and immediately will become a part of the Equipment and will be covered by this Lease (for all purposes including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease. 

Section 9.3 *Alterations*. Lessee may install such miscellaneous equipment as may be necessary for use of the Equipment for its intended purposes so long as either (a) the installation of such equipment does not alter the function or manner of operation of the Equipment, or (b) Lessee, upon termination of this Lease (other than termination pursuant to Section 3.3(b) or (d)), restores the Equipment to its function and manner of operation prior to the installation of such equipment. Subject to the obligations described above, Lessee may remove such equipment upon termination of this Lease, if the removal of such equipment will not substantially damage the Equipment. Without the prior written consent of Lessor, Lessee will not make any other alterations, changes, modifications, additions, or improvements to the Equipment except those needed to comply with Lessee's obligations to change, add to, or repair the Equipment as set forth in Sections 9.2 and 10.3 herein. Any alterations, changes, modifications, additions, and improvements made to the Equipment, other than miscellaneous equipment installed as set forth above, immediately will become a part of the Equipment and will be covered by this Lease (for all purposes, including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.4 *Liens*. Except with respect to the security interest provided in Section 1.3 hereof, Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Equipment or any interest in the Equipment. Lessee promptly and at its own expense will take such action as may be necessary to duly discharge any mortgage, pledge, lien, charge, encumbrance, or claim, not excepted above, if the same arises at any time.

ARTICLE X

Indemnification, Insurance, and Damage to or Destruction of the Equipment

Section 10.1 *Indemnification*. Subject to the provisions of Section 11.19 hereof, Lessee assumes liability for and agrees to indemnify Lessor from and against any and all liability (including attorney's fees) of any nature imposed upon, incurred by, or asserted against Lessor which in any way relates to or arises out of ownership, delivery, lease, possession, use, operation, condition, sale, or other disposition of the Equipment. Notwithstanding anything contained in this Section to the contrary, Lessor shall not be indemnified for, or relieved of, any liability which may be incurred from Lessor's breach of this Lease, or from Lessor's willful or wanton misconduct.

Section 10.2 *Insurance*. Lessee, at Lessor's option, will either self-insure, or at its cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Equipment, with all such coverages to be in such amounts sufficient to cover the value of the Equipment at the commencement of this Lease (as determined by the purchase price paid for the Equipment), and public liability insurance with respect to the Equipment in the amounts required by law, but in no event with a policy limit less than \$1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Lessor to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 10.3, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Lessor in an amount equal to the then outstanding principal and accrued interest components of the Rental Payments at the time of such damage or destruction. Lessee will deliver to Lessor the policies or evidences of insurance or self-insurance satisfactory to Lessor, together with receipts for the applicable premiums before the Equipment is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Lessor, such insurer will agree that it will give Lessor at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Equipment, and will require any other person or entity working on, in, or about the Equipment to carry such coverage, and will furnish to Lessor certificates evidencing such coverages throughout the Term of this Lease. 

Section 10.3 *Damage to or Destruction of the Equipment*. If all or any part of the Equipment is lost, stolen, destroyed, or damaged, Lessee will give Lessor prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost within thirty (30) days after such event, and any replaced Equipment will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Lessor under the policies required under Section 10.2 with respect to the Equipment lost, stolen, destroyed, or damaged, will be paid to Lessee if the Equipment is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Lessor to the extent of the then remaining portion of the Rental Payments to become due during the Term of this

Lease less that portion of such Rental Payments attributable to interest which will not then have accrued. No loss, theft, destruction, or damage to the Equipment will impose any obligation on Lessor under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Equipment and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE XI

Miscellaneous

Section 11.1 *Assignment and Sublease by Lessee*. Lessee may not assign, transfer, pledge, or encumber this Lease or any portion of the Equipment (or any interest in this Lease or the Equipment), or sublet the Equipment, without the prior written consent of Lessor. Consent to any of the foregoing acts shall not constitute a consent to any subsequent like act by Lessee or any other person. Lessee agrees that Lessor may impose on the Equipment such plates or other means of identification as necessary to indicate that the Equipment is subject to this Lease and the restrictions set forth in this Section.

Section 11.2 *Assignment by Lessor*. The parties hereto agree that all rights of Lessor hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part; provided that (1) notice of any such assignment, transfer or other disposition is given to Lessee; (2) as part of any such assignment, transfer or other disposition, the name and address of the assignee or transferee must be registered on registration books maintained by Lessee for this Lease; and (3) as part of any such assignment, transfer or other disposition, this Lease must be surrendered to Lessee and the interest of any such assignee or transferee indicated on the face hereof and after such notation hereon, Lessee will redeliver this Lease to the new owner or owners hereof. Lessee shall maintain registration books for this Lease and shall be obligated to make the payments required hereby, including principal and interest payments, solely to the registered owner or owners hereof.

Section 11.3 *Lessor's Right to Perform for Lessee*. If Lessee fails to make any payment or fails to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, Lessor may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and any expenses incurred by Lessor, as the case may be, together with interest thereon as herein provided, will be deemed to be additional rent payable by Lessee on Lessor's demand, subject to the provisions of Section 11.19 hereof.

Section 11.4 *Addresses*. All notices to be given under this Lease will be made in writing and mailed or delivered by registered or certified mail, return receipt requested to the following addresses until either Lessee or Lessor gives written notice to the other specifying a different address:

- (a) if to Lessee, at 203 Main Avenue East, Twin Falls, ID, Attention: Lorie Race.

(b) if to Lessor, at ZIONS BANCORPORATION, N.A., One South Main Street, 18th Floor, Salt Lake City, Utah, 84133. Attention: Public Financial Services.

Section 11.5 *Manner of Payment*. All payments by Lessee will be made in cash, by certified or cashier's check, or by other manner acceptable to Lessor.

Section 11.6 *Nonwaiver*. No breach by Lessee in the satisfaction of any representation, covenant, warranty, or obligation contained herein or imposed hereby may be waived except by the written consent of Lessor, and any such waiver will not operate as a waiver of any subsequent breach. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or obligation and until complete performance by Lessee of said covenant or obligation Lessor shall be entitled to invoke any remedy available to it under this Lease despite said forbearance or indulgence. No collection of rent shall operate as a waiver of any default.

Section 11.7 *Severance Clause*. Any provision in this Lease which is prohibited by Idaho law will be treated as if it never were a part of this Lease, and the validity of the remaining terms of this Lease will be unaffected.

Section 11.8 *Entire Agreement; Addendum*. This Lease and the attached Exhibits constitute the entire agreement between Lessor and Lessee and supersedes any prior agreement between Lessor and Lessee with respect to the Equipment, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by Lessor and Lessee.

Section 11.9 *Amendments*. This Lease may be amended only by a written document signed by Lessor and Lessee, or their respective successors and assigns.

Section 11.10 *Inurement*. Subject to the restrictions in Section 11.1 above, this Lease is binding upon and inures to the benefit of Lessor and Lessee and their respective successors and assigns.

Section 11.11 *Governing Law*. This Lease is governed by the laws of the State of Idaho.

Section 11.12 *Headings*. Headings used in this Lease are for convenience of reference only and the interpretation of this Lease will be governed by the text only.

Section 11.13 *Offset*. Rental Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Rental Payments or other sums for any reason whatsoever, including, but not limited to any damage or destruction of the Equipment or any restriction or interference with Lessee's use of the Equipment.

Section 11.14 *Rate on Overdue Rental Payments*. In the event the Lessee should fail to make any of the Rental Payments required hereunder, the Rental Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Rental Payments.

Section 11.15 *Nature of this Agreement*. Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured party and the interest of Lessee is as a debtor with the aggregate principal amount of the Rental Payments constituting the purchase price of the Equipment, and that Lessor neither has nor will have any equity in the Equipment. 

Section 11.16 *Set-Up Fee*. As additional consideration for the rights herein granted to Lessee, Lessee agrees to pay Lessor a commencement or set-up fee of \$0.00 on the date this Lease is executed.

Section 11.17 *Designation of Issue for Tax Purposes*. In accordance with Section 265 of the Code, Lessee hereby designates this Lease as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. Lessee reasonably anticipates that the total amount of tax-exempt obligations other than (i) private activity bonds, as defined in Section 141 of the Code (a qualified 501 (c)(3) bond, as defined in Section 145 of the Code, and any bond issued to refund certain obligations issued before August 8, 1986 as described in Section 265 (b)(3)(B)(ii)(II) of the Code not being treated as a private activity bond for this purpose), (ii) any obligation to which Section 141 (a) of the Code does not apply by reason of Sections 1312, 1313, 1316 (g) or 1317 of the Tax Reform Act of 1986 and which is described in Section 265 (b)(3)(C)(ii)(II) of the Code, and (iii) any obligation issued to refund (other than to advance refund within the meaning of Section 149 (d)(5) of the Code) any obligation to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation which will be issued by the Lessee and by any aggregated issuer during the current calendar year will not exceed \$10,000,000.

Section 11.18 *Exhibits*. This Lease shall not be effective as against Lessor until such time as all Exhibits attached hereto, consisting of Exhibits “A” through “F,” inclusive, are completed to the satisfaction of Lessor and delivered to Lessor.

Section 11.19 *Limitation of Lessee’s Obligations*. Lessee’s obligations hereunder for indemnification or any other obligations in excess of Rental Payments are subject to the limitations as set forth in *Greater Boise*.

EXHIBITS

Exhibit A.....Description of Equipment
Exhibit BResolution of Governing Body
Exhibit CPayment Schedule
Exhibit D.....Opinion of Special Counsel
Exhibit EDelivery and Acceptance Certificate

[Signature page to follow]

This Lease is hereby executed this _____ day of _____, 2020.

Lessor:

ZIONS BANCORPORATION, N.A.

By _____

Its: _____

Lessee:

TWIN FALLS, IDAHO

By _____

Its: _____

EXHIBIT A
Description of Equipment

<u>Quantity</u>	<u>Description/Serial Numbers</u>
	New Pierce Velocity FR 100 PAP Ladder Fire Truck
	VIN # _____

Initials of Lessee Signatory

EXHIBIT B
Resolution of Governing Body
Extract of Minutes

The City Council (the “Governing Body”) of Twin Falls, Idaho met in regular session at its regular meeting place at _____ on March 16, 2020, with the following members of the Governing Body present:

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

Also present:

Absent:

After the meeting had been duly called to order and the minutes of the preceding meeting read and approved, the following resolution was introduced in written form, read in full, and pursuant to motion duly made by _____ and seconded by _____ was adopted by the following vote:

YEA:

NAY:

The resolution was then signed by the _____ in open meeting and recorded by the _____. The resolution is as follows:

A resolution approving the form of the Lease Purchase Agreement with ZIONS BANCORPORATION, N.A., Salt Lake City, Utah. Finding that it is in the best interests of Twin Falls, Idaho to enter into said Agreement, and authorizing the execution and delivery thereof.

Whereas, the City Council (the “Governing Body”) of Twin Falls, Idaho has determined that a true and very real need exists for the leasing of the equipment described in the Equipment Lease Agreement presented to this meeting; and

Whereas, the Governing Body has reviewed the form of the Lease Purchase Agreement and has found the terms and conditions thereof acceptable to Twin Falls, Idaho; and

Whereas, the Governing Body has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the leasing of such equipment under the Lease Purchase Agreement.

Be it resolved by the Governing Body of Twin Falls, Idaho as follows:

Section 1. The terms of said Lease Purchase Agreement are in the best interests of Twin Falls, Idaho for the leasing of the equipment described therein.

Section 2. The _____ (title) and _____ (title) are hereby authorized to execute and deliver the Lease Purchase Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease Purchase Agreement for and on behalf of Twin Falls, Idaho.

Section 3. The officers of the Governing Body of Twin Falls, Idaho are hereby authorized and directed to fulfill all obligations under the terms of the Lease Purchase Agreement.

Adopted and approved this _____ day of _____, 2020.

By _____

Its _____

Attest:

By _____

Its _____

[S E A L] ↑

)

I, _____ hereby certify that I am the duly qualified and acting
_____ of Twin Falls, Idaho.

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the City Council including a Resolution adopted at said meeting held on March 16, 2020, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on _____ 2020.

In witness whereof, I have hereunto set my hand and affixed the corporate seal of this _____ day of _____, 2020.

By _____

Its _____

[SEAL] ↑

STATE OF IDAHO)
 : ss.
COUNTY OF)

I, _____, the duly qualified _____ of Twin Falls,
Idaho do hereby certify:

(a) that:

In accordance with the requirements of Idaho Code §§ 74-201 through 74-208, as amended (“Idaho Open Meeting Law”), public notice of the City Council meeting of Twin Falls, Idaho, was given, specifying the date, time and place of the meeting in accordance with Idaho Open Meeting Law.

In witness whereof, I have hereunto set my hand and affixed the official seal of Twin Falls,
Idaho this _____ day of _____, 2020.

By _____

Its _____

[SEAL] ↑

EXHIBIT C
Payment Schedule

Lessee: Twin Falls, Idaho

Date of Lease: _____

Amount Due: \$1,350,000.00

1. Interest has been computed at the rate of 2.12% per annum. Interest shall accrue from the Commencement Date.
2. Rental Payments shall be due February 15, commencing February 15, 2021. The payments set forth on the debt service schedule listed below (which lists separately principal, interest, and total Rental Payments), should the Lessee renew the Lease for nine (9) Renewal Terms, shall be due on the 15th day of February, up to and including February 15, 2030.
3. The Option Purchase Price, on any given date of calculation, is equal to the Principal Outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such calculation date is a Rental Payment Date, in which case, the Principal Outstanding as of such date) plus accrued interest from such Rental Payment Date at the rate set forth in paragraph number 1 above.

Date	Principal	Coupon	Interest	Total P+I
03/25/2020	-	-	-	-
02/15/2021	125,447.12	2.120%	25,440.00	150,887.12
02/15/2022	124,926.59	2.120%	25,960.52	150,887.11
02/15/2023	127,575.04	2.120%	23,312.08	150,887.12
02/15/2024	130,279.63	2.120%	20,607.49	150,887.12
02/15/2025	133,041.56	2.120%	17,845.56	150,887.12
02/15/2026	135,862.04	2.120%	15,025.08	150,887.12
02/15/2027	138,742.31	2.120%	12,144.80	150,887.11
02/15/2028	141,683.65	2.120%	9,203.47	150,887.12
02/15/2029	144,687.34	2.120%	6,199.77	150,887.11
02/15/2030	147,754.72	2.120%	3,132.40	150,887.12
Total	\$1,350,000.00	-	\$158,871.17	\$1,508,871.17

Initials of Lessee Signatory

EXHIBIT D
Opinion of Special Counsel
(Use Attorney's Letterhead)

To: ZIONS BANCORPORATION, N.A.
One South Main Street, 18th Floor
Salt Lake City, Utah 84133

Ladies and Gentlemen:

As special counsel for Twin Falls, Idaho ("Lessee"), I have examined duly executed originals of the Lease Purchase Agreement (the "Lease") dated March 25, 2020, between the Lessee and ZIONS BANCORPORATION, N.A., Salt Lake City, Utah ("Lessor"), and the proceedings taken by Lessee to authorize and execute the Lease. Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body politic and corporate, legally existing under the laws of the State of Idaho.
2. The Lease has been duly authorized, executed, and delivered by Lessee.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditors' rights generally.
5. The Lease is in accordance with and does not violate the usury statutes of the State of Idaho, if any.
6. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
7. The Equipment (as defined in the Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.

Attorney for Lessee

EXHIBIT E
Delivery and Acceptance Certificate

To: ZIONS BANCORPORATION, N.A.

Reference is made to the Lease Purchase Agreement between the undersigned (“Lessee”), and ZIONS BANCORPORATION, N.A. (“Lessor”), dated March 25, 2020 (“the Lease”) and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease during the Original Term and Renewal Terms (as such terms are defined in the Lease), if any, in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The serial number or VIN number for each item of Equipment which is set forth on Exhibit “A” to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

By: _____
(Authorized Signature)

(Print name and title)

Date: _____

Witness



Date: Monday, March 16, 2020
To: Planning and Zoning Commission
From: Jonathan Spendlove, Planning and Zoning Director, Planning & Zoning Department

ACTION ITEM

Request:

ACTION ITEM: Request for a Zoning Title Amendment to repeal and replace City Code 10-8-4, 10-8-5, and 10-17-3 Administration and Enforcement Regulations c/o City of Twin Falls Planning and Zoning Department (PZ20-0002). On February 11, 2020, Planning and Zoning recommended approval to City Council by a vote of 5-0.

Time Estimate:

Five (5) minutes for Staff presentation; Five (5) minutes for Council questions, deliberation, and decision.

Background:

During the latter half of 2019, Twin Falls County had begun discussions with City Staff on the processing of applications for Building and Zoning related permits within the Area of Impact. It was their intention to begin receiving those types of applications on January 1, 2020. As this issues is pertaining to enforcement of the land outside city Limits, the jurisdiction and decision ultimately rests with the Board of Commissioners for Twin Falls County.

Their desire to receive the applications requires a modification to code sections in order to adequately declare the Code Administrator, and the process by which permits will be reviewed.

Approval Process:

The process for Zoning Title Amendments shall follow Title 10 Chapter 14.

A public hearing with the Planning and Zoning Commission shall be held, their recommendation is then forwarded to the City Council for a final decision to take place after a public hearing is held.

Staff has prepared an ordinance for this item. If the Council wishes to pass the ordinance at the conclusion of the decision, then it would need to place the ordinance on third and final reading by suspension of the rules.

Budget Impact:

N/A

Regulatory Impact:

Per the current Area of Impact Agreement, the City of Twin Falls Zoning Code (Title 10) will still be in effect for the area of impact. These proposed modifications do not change the zoning of property or the rules that will be followed, it simply changes who enforces those rules.

The proposed change to the number of Commissioners will reduce the Planning Commission membership

to seven. A quorum will now be met when four members of the commission are present.

History:

N/A

Analysis:

The issue of which entity receives, reviews and issues permits in the Area of Impact has been decided by the County previously. They have authority over these matters for all lands located outside City limits. Our proposed code change is in response to their previous decision.

The modification of the makeup of our Planning Commission is a result of recent research into complying with State Statute 67-6526 -(g). We are required to have proportional representation on our Planning and Zoning commission for the ratio of residents within the City Limits vs area of impact. By our accounts, the current makeup of two (2) area of impact commissioners on a nine (9) member board is an over representation. By going to one (1) in seven (7), we are more in line with the ratio required by State Statute.

Conclusion:

On February 11, 2020 the Planning and Zoning Commission forwarded a positive recommendation for the Title changes by a Vote of 5-0.

The Council is tasked with making a final decision on this item. Council may approve as presented, approve with conditions, deny, or table the item for more information.

Attachments:

1. O2020-006 P and Z - Area of Impact (1)
2. 02-11-20 PZC Minutes

ORDINANCE NO. 2020-006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, REGARDING THE REGULATION AND ADMINISTRATION IN THE AREA OF CITY IMPACT; AMENDING TWIN FALLS CITY CODE BY REPEALING AND REPLACING §10-8-4 CHANGING THE ADMINISTRATION IN THE AREA OF IMPACT TO THE COUNTY, REPEALING AND REPLACING §10-8-5 CHANGING THE ENFORCEMENT IN THE AREA OF IMPACT TO THE COUNTY, AND AMENDING §10-17-3 ARTICLE II TO REFLECT THE CHANGE IN NUMBER OF PLANNING AND ZONING COMMISSIONERS.

WHEREAS, any county or city or town may make and enforce, within its limits, all such local police, sanitary, and other regulations as are not in conflict with its charter or general laws pursuant to Idaho Const. art. XII §2; and

WHEREAS, Idaho Code §67-6526 requires every county and city within each county to negotiate an area of city impact and create ordinances regulating uses within the established area of city impact; and

WHEREAS, Twin Falls City Code Title 10, Chapter 8, governs the area of city impact for the City of Twin Falls, Idaho; and

WHEREAS, the City of Twin Falls, Idaho and Twin Falls County agree to modify the Area of City Impact Agreement concerning delegation of administrative authority to administer and issue zoning and building permits, enforce regulations, collect fees for those administrative duties, and review applications and provide notice for preliminary and final plats of subdivisions, vacations, rezones, special use permits, and variations within the Areas of Impact.

WHEREAS, a draft of this ordinance was considered by the Twin Falls City Planning and Zoning Commission at a duly noticed public hearing on February 11, 2020; and

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

Section 1: That Twin Falls City Code Section 10-8-4: ADMINISTRATION is repealed and replaced by a New Section 10-8-4, changing the administration of the area of city impact from the city to the county, as follows:

“10-8-4: ADMINISTRATION:

(A) The administration of the codes applicable to the City of Twin Falls Area of Impact shall be as appointed and authorized by the Board of Commissioners for Twin Falls County.

(B) Persons living within the City of Twin Falls Area of Impact shall be entitled to representation on the City Planning and Zoning Commission. Such representation shall as nearly as possible reflect the proportion of population living within the city as opposed to the population living within the City of Twin Falls Area of Impact.”

Section 2: That Twin Falls City Code Section 10-8-5: ENFORCEMENT: is repealed and replaced by a New Section 10-8-5, changing the enforcement of the area of city impact from the city to the county, as follow:

“10-8-5: ENFORCEMENT:

Twin Falls County and its employees and agents shall enforce compliance with the provisions of this chapter within the City of Twin Falls Area of Impact.”

Section 3: That Twin Falls City Code Section 10-17-3: BYLAWS OF PLANNING AND ZONING COMMISSION is amended as follows and described by the following interlineation:

“10-17-3: BYLAWS OF PLANNING AND ZONING COMMISSION:

(...)

Article II – Membership And Term

The commission shall consist of ~~nine (9)~~ seven (7) members. ~~Seven (7) All~~ members shall be appointed by the mayor and confirmed by a majority vote of the full council. ~~Area of impact members shall be chosen One (1)~~ member will represent the City of Twin Falls Area of Impact as provided in section 10-8-4 of this title. The residency requirement in Twin Falls City Code Section 2-1-1 is specifically waived for the member representing the Area of Impact.

(...).”

PASSED BY THE CITY COUNCIL, _____.

SIGNED BY THE MAYOR, _____.

MAYOR

ATTEST:

DEPUTY CITY CLERK

PUBLISHED: _____



Twin Falls Planning & Zoning Commission Minutes

Tuesday, February 11, 2020, 6:00 PM

203 Main Avenue East
Twin Falls, ID 83301

Council Chambers

Members -

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

Area of Impact: Ryan Higley; David Detweiler

1) Confirmation of Quorum/Call Meeting to Order

Vice Chair Kelley called the meeting to order at 6:01 pm
A quorum was present.

Members Present: Kelley, Musser, Bolton, Hansen, Detweiler

Staff Present: Spendlove, Cherry, Ebersole, Vitek, Nope

2) Consent Calendar

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

Consent Calendar approved by a vote of 4-0-1

a) Approval of minutes from the following meeting: January 28, 2020

3) Items of Consideration

a) Preliminary Presentation for a Zoning District Change & Zoning Development Agreement from C-1 PUD to C-1 ZDA for the Westpark Subdivision No. 11 c/o EHM Engineers, Inc. on behalf of Bach Homes. (PZ20-0001)

Staff Presentation:

PZ Director Spendlove presented the Preliminary Presentation for a Zoning District Change & Zoning Development Agreement from C-1 PUD to C-1 ZDA for the Westpark Subdivision No. 11 c/o EHM Engineers, Inc. on behalf of Bach Homes. (PZ20-0001)

Per Twin Falls City Code 10-6-1.4(E) Approval of a ZDA Sub-District requires a preliminary presentation to the Planning and Zoning Commission for a review of the proposed changes. The Commission is allowed, and may grant the public the ability, to ask questions and give suggestions to applicant about the proposed project during the preliminary presentation. A public hearing shall be held before the Commission for a recommendation to the Council to amend the zoning district and the zoning map, amend with recommendations or deny the request.

Staff make no recommendation at this time.

Applicant Presentation:

Dave Thibault, EHM Engineers, representing applicant, gave a Preliminary Presentation for a Zoning District Change & Zoning Development Agreement from C-1 PUD to C-1 ZDA for the Westpark Subdivision No. 11. This amendment is to clarify parking requirements and the use of duplex and triplex language.

PZ/Questions & Comments:

- Commissioner Bolton asked how the new parking will compare to the parking for the current residences at the complex. Will there be sidewalks available for residents to walk to units?
- Mr. Thibault clarified the parking layout at the complex and the connectivity.
- Commissioner Detweiler asked about the current parking requirements.
- Mr. Thibault clarified the current parking requirements and this request would allow those requirements to stay the same with the new area.
- Commissioner Hansen stated his concern with overflow parking on street and that it may be issue at public hearing.
- Mr. Thibault concurred and stated he will be ready to address any concerns.

4) Public Hearings

- a) Request for a Zoning District Change & Zoning Development Agreement from C1 & CRO PUD to Twin Falls County West Annex C1 & CRO ZDA for property located at 630 Addison Avenue West c/o Bob Beer on behalf of Twin Falls County (PZ19-0167).

Staff Presentation:

City Planner Cherry presented the Request for a Zoning District Change & Zoning Development Agreement from C1 & CRO PUD to Twin Falls County West Annex C1 & CRO ZDA for property located at 630 Addison Avenue West c/o Bob Beer on behalf of Twin Falls County (PZ19-0167).

The applicant is required to present a preliminary review to the Planning and Zoning Commission in which the commission may give suggestions and ask questions of the applicant about the proposed ZDA. A public hearing shall be held before the Commission for a recommendation to City Council to; amend the zoning district and the zoning map, amend with recommendations or deny the request.

Per County records the primary building on the subject property was built in 1950 as the Twin Falls Hospital.

Currently, the building serves as the Twin Falls County West Annex which houses a variety of county functions and support services.

The requested ZDA proposes to comply with the use standards of the underlying C-1 (Commercial Highway) Zoning district and an increase of outright permitted uses including:

- Juvenile Detention Center
- County Owned Automobile/Truck Repair
- County Testing Laboratories
- Exhibition Hall
- Indoor Recreation Facility
- Outdoor Recreation Area that is 50' from the Canyon Rim
- Shelter Home

Further the ZDA proposes the following allowed uses per a special use permit:

- Adult Detention Center
- Work Release Center

Finally, the proposed ZDA will comply with the property development standards of the underling C-1 and CRO (Canyon Rim Overlay) Districts.

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

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

Applicant Presentation:

Project Manager Bob Beer, representing applicant, presented the request for a Zoning District Change & Zoning Development Agreement from C1 & CRO PUD to Twin Falls County West Annex C1 & CRO ZDA for property located at 630 Addison Avenue West. He stated the outdoor area will be located where the helipad was previously located. He stated this would give clarity as the current addressing involves multiple addresses for the facility.

PZ/Questions & Comments:

- Commissioner Hansen asked if the Juvenile Detention Center will be an outright permitted use or require an SUP.
- City Planner Cherry clarified with the ZDA, the juvenile detention center would be outright permitted. He explained this will give flexibility to use space and expand without public hearing.
- Commissioner Bolton asked if there will be new construction in the future.
- Mr. Beer clarified the future construction plans and the plan for the outdoor area.

Public Hearing: Opened and Closed without input

Discussions Followed: without concern

Motion:

Commissioner Bolton made a motion to recommend approval of the request, as presented, with staff recommendations.

Commissioner Musser seconded the motion.

Unanimously Approved by a vote of 5-0

- b) Request for a Zoning District Change and Zoning Development Agreement from SUI & CRO PUD to Molivia SUI & CRO ZDA for property located at 2746 E 4200 N c/o EHM Engineers, Inc. on behalf of Steve Shotwell, Molivia, LLC (PZ19-0165)

Staff Presentation:

PZ Director Spendlove presented the Request for a Zoning District Change and Zoning Development Agreement from SUI & CRO PUD to Molivia SUI & CRO ZDA for property located at 2746 E 4200 N c/o EHM Engineers, Inc. on behalf of Steve Shotwell, Molivia, LLC (PZ19-0165)

Per Twin Falls City Code 10-6-1.4(E) Approval of a ZDA Sub-District requires a preliminary

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

The zoning of this property as SUI CRO was reaffirmed with the last Area of Impact Agreement in 2004. There is no other known zoning history at this time. This is a request for a Zoning District Change & Zoning Development Agreement from SUI & CRO PUD to Molivia SUI & CRO ZDA.

The applicant is required to obtain a ZDA when any development is located within the CRO Zone.

The applicant has declared two (2) deviations from the applicable City Code.

(1)A modification to cantilevered / overhanging elements of a home into the Canyon Rim setback. (See Attachment 6).

(2)A modification to the parks dedication process.

The deviations from current code are not anticipated to create undue impacts to surrounding properties.

Staff does feel the language of the "cantilever setback deviation" could be made more clear and would like to work with the applicant on drafting a clearer version while maintaining the same elements requested.

If the Commission recommends approval of this request as presented, staff would encourage the following conditions:

1. Subject to continued compliance with all local, state and federal code requirement and other standards as applicable.
2. Subject to final review of the "cantilever setback deviation" language by City Staff to ensure clarity of intent

Applicant Presentation:

Dave Thibault, EHM Engineers, representing applicant, presented the request for a Zoning District Change and Zoning Development Agreement from SUI & CRO PUD to Molivia SUI & CRO ZDA for property located at 2746 E 4200 N. He stated this is an eighty (80) lot residence subdivision. He stated this is located on county land in the city area of impact area. Mr. Thibault explained the path dedication and overhang exception.

PZ/Questions & Comments:

- Commissioner Bolton asked if the lots can be specified by lot # to be allowed to have the fifteen (15) foot overhang.
- PZ Director Spendlove stated the site map provided is not the actual plat map, so the lot numbers on the map may change with the official plat. The lots affected are along the Canyon rim setback line only, requiring the fifty (50) ft. setback.
- Commissioner Detweiler asked about the amount of ground dedicated to the common area.
- PZ Director Spendlove clarified the portion of land dedicated to a trail would be equal to or greater to the required of a park.
- Commissioner Detweiler asked about BLM ground nearby.

- PZ Director Spendlove stated the land in question is privately owned, with City owned properties nearby.
- Commissioner Musser asked about the connectivity of the proposed trail.
- Mr. Thibault stated they are still working on the design.
- Mr. Thibault stated they are happy with staff conditions, and working with staff on verbiage.

Public Hearing: Opened and Closed without input

Discussions Followed: without concern

Motion:

Commissioner Hansen made a motion to recommend approval of the request, as presented, with staff recommendations.

Commissioner Bolton seconded the motion.

Unanimously Approved by a vote of 5-0

- c) Request for a Zoning Title Amendment to repeal and replace City Code 10-8-4, 10-8-5, and 10-17-3 Administration and Enforcement Regulations c/o City of Twin Falls Planning and Zoning Department (PZ20-0002).

Staff Presentation:

PZ Director Spendlove presented the Request for a Zoning Title Amendment to repeal and replace City Code 10-8-4, 10-8-5, and 10-17-3 Administration and Enforcement Regulations c/o City of Twin Falls Planning and Zoning Department (PZ20-0002).

The process for Zoning Title Amendments shall follow Title 10 Chapter 14.

A public hearing with the Planning and Zoning Commission shall be held, their recommendation is then forwarded to the City Council for a final decision to take place after a public hearing is held.

The issue of which entity receives, reviews and issues permits in the Area of Impact has been decided by the County previously. They have authority over these matters for all lands located outside City limits. Our proposed code change is in response to their previous decision.

The modification of the makeup of our Planning Commission is a result of recent research into complying with State Statute 67-6526-(g). We are required to have proportional representation on our Planning and Zoning commission for the ratio of residents within the City Limits vs area of impact. By our accounts, the current makeup of two (2) area of impact commissioners on a nine (9) member board is an over representation. By going to one (1) in seven (7), we are more in line with the ratio required by State Statute.

The Commission is tasked with making a recommendation to the City Council. The Commission may recommend approval as presented, approval with conditions, denial, or table the item for more information.

Public Hearing: Opened and Closed without Input

Discussions Followed: without concerns

Motion:

Commissioner Detweiler made a motion to recommend approval of the request, as presented, with staff recommendations.
Commissioner Musser seconded the motion.

Unanimously Approved by a vote of 5-0

5) Upcoming Meeting(s)

- a) Tuesday, February 25
Monday, March 2 - Joint Work Session with City Council (Title 10 Code Rewrite)

6) Adjournment

The meeting adjourned at 6:53 pm

Kelli Ebersole

Kelli Ebersole, Administrative Assistant