

COUNCIL MEMBERS:

SHAWN BARIGAR	DON HALL	SUZANNE HAWKINS	GREGORY LANTING	JIM MUNN, JR.	REBECCA MILLS SOJKA	CHRIS TALKINGTON
<i>Vice Mayor</i>			<i>Mayor</i>			



AGENDA
 Meeting of the Twin Falls City Council
Tuesday, November 13, 2012
 City Council Chambers
 305 3rd Avenue East - Twin Falls, Idaho

5:00 P.M.

PLEDGE OF ALLEGIANCE TO THE FLAG
 CONFIRMATION OF QUORUM
 INTRODUCTION OF STAFF
 CONSIDERATION OF THE AMENDMENTS TO THE AGENDA:
 PROCLAMATIONS:

"No Texting and Driving" - -Sarah Tetzloff, Phi Theta Kappa, The College of Southern Idaho
 "Youth Appreciation Week 2012" --Barry Knoblich, Twin Falls Optimist Club

AGENDA ITEMS	Purpose	By:
I. <u>CONSENT CALENDAR:</u> 1. Consideration of accounts payable for November 6 – 13, 2012. 2. Consideration of the October 22, 2012, City Council Minutes. 3. Consideration of a request for approval of the Annual Festival of Lights Parade to be held on Friday, December 7, 2012. The event is sponsored by the Times-News. 4. Consideration of a request to approve a Beer License for Twin Burger, Kabob and Barbeque, located at 260 Shoshone Street East.	Action	Staff Report Sharon Bryan Leila Sanchez Dennis Pullin Sharon Bryan
II. <u>ITEMS FOR CONSIDERATION:</u> 1. Consideration of a request to approve the Governmental Fire Service Agreement to provide fire protection services to the Twin Falls Rural Fire District. 2. Consideration of a request for the adoption of Resolution No. 1896, a Resolution of the City Council allowing for the issuance of interim warrants to be issued that are associated with the creation and development of a local improvement district (LID) as requested by petition by Chobani. 3. Public input and/or items from the City Manager and City Council.	Action Action	Lorie Race Travis Rothweiler
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u> 6:00 - None		
V. <u>ADJOURNMENT:</u>		

**Any person(s) needing special accommodations to participate in the above noticed meeting should contact Leila Sanchez at (208) 735-7287 at least two working days before the meeting.*

Twin Falls City Council-Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor shall review the public hearing procedures.
 2. Individuals wishing to testify or speak before the City Council shall wait to be recognized by the Mayor, approach the microphone/podium, state their name and address, then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the City Clerk. The City Clerk shall make an audio recording of the Public Hearing.
 3. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
 - A complete explanation and description of the request.
 - Why the request is being made.
 - Location of the Property.
 - Impacts on the surrounding properties and efforts to mitigate those impacts.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.
 4. A City Staff Report shall summarize the application and history of the request.
 - The City Council may ask questions of staff or the applicant pertaining to the request.
 5. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor may limit public testimony to no less than two minutes per person.
 - Five or more individuals, having received personal public notice of the application under consideration, may select by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the mayor. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, shall be either read into the record or displayed to the public on the overhead projector.
 - Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
 6. Following the Public Testimony and Applicant's response, the hearing shall continue. The City Council, as recognized by the Mayor, shall be allowed to question the Applicant, Staff or anyone who has testified. The Mayor may again establish time limits.
 7. The Mayor shall close the Public Hearing. The City Council 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.

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

Proclamation



“NO TEXTING AND DRIVING WEEK”

WHEREAS, Phi Theta Kappa of the College of Southern Idaho holds the health and safety of its young adults as a chief concern; and

WHEREAS, text messaging is the main mode of communication for most American teenagers, with half of all teens sending between 21 and 70 texts a day; and

WHEREAS, 90% of American teenagers expect a reply to a text message within five minutes; and

WHEREAS, texting takes one’s eyes off the road for an average of five seconds; and

WHEREAS, in an AT&T survey, 43% of American teenage drivers admitted to texting while driving even though 97% know it is dangerous; and

WHEREAS, a recent study showed those who send text messages while driving are 23 times more likely to crash; and

WHEREAS, a driver that sends a text message while driving not only jeopardizes his or her safety, but also the safety of passengers, pedestrians, and other drivers;

NOW, THEREFORE, BE IT RESOLVED, I, Greg Lanting, Mayor of Twin Falls, support and encourage safe driving among residents and visitors in our city, and join the College of Southern Idaho in urging all persons driving within our community to leave their phone alone while driving; and hereby proclaim November 13, 2012, to be

“NO TEXTING AND DRIVING WEEK”



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

Mayor Gregory Lanting

Deputy City Clerk Leila A. Sanchez
Date: November 13, 2012

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

Proclamation



Youth Appreciation Week 2012

Whereas, the vast majority of youth are concerned, knowledgeable, and responsible citizens, and

Whereas, Optimist International and the Twin Falls Optimist Club have developed and promoted a program entitled Youth Appreciation Week and

*Whereas, the citizens of Twin Falls, Idaho have indicated a desire to join the Optimists in expressing appreciation and approval for the contributions of youth. I, **Gregory L. Lanting**, therefore proclaim the third week of November as Youth Appreciation Week in Twin Falls, Idaho.*

By this action, let it be known that we have faith in the ability of today's youth as they assume responsible roles in the future of mankind.



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

Mayor Gregory L. Lanting

Attest:

Date: November 13, 2012



Date: Tuesday, November 13, 2012, Council Meeting
To: Honorable Mayor and City Council
From: Staff Sergeant Dennis Pullin, Twin Falls Police Department

Request:

Consideration of a request for approval of the Annual Festival of Lights Parade to be held on Friday, December 7, 2012. This annual event is sponsored by the Times-News.

Time Estimate:

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

Background:

On October 24, 2012, a Parade Application was received from John Pfeifer on behalf of the Times-News for the annual Festival of Lights Parade. This event is to be held on Friday, December 7, 2012, at 6:00 p.m. The parade will begin on Main Avenue in the area of Krengel's True Value Hardware Store and will travel west on Main Avenue to the area of the Magic Valley High School.

There will be an estimated 40 floats that will be decorated with holiday lights, with approximately 200 to 300 people in the parade. It is estimated that 2,000 to 5,000 people will be in attendance to observe the parade, depending on weather conditions. The parade application fee has been paid.

The Twin Falls Police Department did not receive any calls for service related to the Festival of Lights Parade in 2011.

Main Avenue East/South will be closed from Murtaugh Street where the staging area will be located in the 600 Block of Main Avenue. Main Avenue will be closed from Murtaugh Street to Castleford Street where the parade floats will disperse.

The Twin Falls City Street Department will provide the traffic cones and barricades for the event.

The Twin Falls Fire Department will also assist with traffic control at both intersections of 2nd Avenue East/North and Shoshone Street and at 2nd Avenue West/South and Shoshone Street.

A required Certificate of Liability Insurance has been provided for this event naming the City of Twin Falls as the certificate holder.

Agenda Item for November 13, 2012
From Staff Sergeant Dennis Pullin
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Approval Process:

N/A

Budget Impact:

This event will require a total of nine (9) Twin Falls Police Officers, four (4) non-sworn Police Department employees, Citizens on Patrol volunteers, Twin Falls Police Reserve Officers, and personnel from other law enforcement agencies. A briefing will be held at 4:30 p.m.; the street closures will take place at 5:00 p.m. The parade is scheduled to start at 6:00 p.m. and is estimated to conclude by 7:30 p.m. Total overtime cost for the Twin Falls Police Department will be \$1,572.00. This cost has been included in the Twin Falls Police Department's overtime budget.

Regulatory Impact:

N/A

Conclusion:

Several relevant City Staff members, as well as the Twin Falls Police Department Staff, have met and approved this Parade Application.

Attachments:

None

DP:aed



Date: Tuesday, November 13, 2012, City Council Meeting

To: Honorable Mayor and City Council

From: Sharon Bryan, Deputy City Clerk

Request:

Approval of a Beer License for Twin Burger, Kabob and Barbeque, located at 260 Shoshone Street East.

Time: Consent Calendar

Background: Approval of beer license

Budget Impact: N/A

Regulatory Impact: City and State Code Compliance

Conclusion: Staff recommends approval of the application.

Attachments: Alcohol License Application



ALCOHOL LICENSE APPLICATION

BUSINESS NAME TWIN BURGER Kabob LLC. STATE LICENSE # _____
(Please attach a copy of your state license)

DOING BUSINESS AS Twin Burger Kabob & Barbecue.

BUSINESS ADDRESS 260 Shoshone St E.

LEGAL DESCRIPTION OF PLACE OF BUSINESS Lot # 1 & 2 Twin site sub

Lot 1 Block 2 Subdivision Twin site.

MAILING ADDRESS 260 Shoshone St E.

CONTACT PERSON Joe Mansour PHONE # 208 410 9332

			(Check)
BEER:	Bottled for consumption off the premises only	(\$ 50.00)	_____
	Bottled for consumption on premise	(\$ 150.00)	_____
	Bottled & Draught for consumption on premises	(\$200.00)	_____
WINE:	Retail Sales for consumption off premises only	(\$200.00)	_____
	Wine by the Drink for consumption on premises only	(\$200.00)	_____
LIQUOR:	Liquor license & fees cover wine license & fees	(\$562.50)	_____

As provided by the laws of the City of Twin Falls, Idaho for the term ending **June 30, 2010** tendered herewith is the license fee of \$ _____ . (Ordinance #2708)

APPLICANT IS AN INDIVIDUAL () PARTNERSHIP () CORPORATION ()

IF A PARTNERSHIP, NAME ALL PARTNERS: (PLEASE PRINT)

NAME: _____ RESIDENCE: _____

NAME: _____ RESIDENCE: _____

NAME: _____ RESIDENCE: _____

IF A CORPORATION OR ASSOCIATION, NAME ALL OFFICERS:

NAME: Joe Mansour ADDRESS: 1330 Clearwater Way

TITLE: owner

NAME: Rihab J Mansour ADDRESS: 1330 Clearwater Way

TITLE: Vice President

NAME: _____ ADDRESS: _____

TITLE: _____
NAME: _____ ADDRESS: _____

TITLE: _____
DATE OF INCORPORATION OR ORGANIZATION _____

PLACE OF INCORPORATION OR ORGANIZATION _____

PRINCIPAL PLACE OF BUSINESS IN IDAHO 260 Shoshone St Twin Falls, ID

OWNER OF PREMISES (Please Print) Jawdat Mansour #10
832

NAME OF PERSON WHO WILL MANAGE BUSINESS OF SELLING BEER AT RETAIL:
(Please Print) _____

(IF A PARTNERSHIP, ALL PARTNERS NEED TO SIGN)

SIGNATURE OF APPLICANT [Signature]

NAME (Please Print) _____ BIRTHDATE: _____

RESIDENCE OF APPLICANT _____

LENGTH OF RESIDENCE IN IDAHO _____

SIGNATURE OF APPLICANT _____

NAME (Please Print) _____ BIRTHDATE: _____

RESIDENCE OF APPLICANT _____

LENGTH OF RESIDENCE IN IDAHO _____

SIGNATURE OF APPLICANT _____

NAME (Please Print) _____ BIRTHDATE: _____

RESIDENCE OF APPLICANT _____

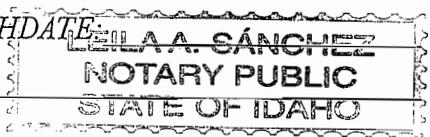
LENGTH OF RESIDENCE IN IDAHO _____

SIGNATURE OF APPLICANT _____

NAME (Please Print) _____ BIRTHDATE: _____

RESIDENCE OF APPLICANT _____

LENGTH OF RESIDENCE IN IDAHO _____

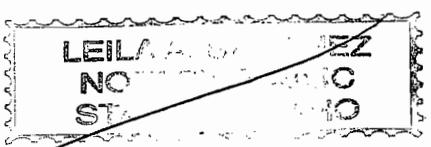


Subscribed and sworn to before me this 7th day of November, 2012.

[Signature]
Notary Public for Idaho

Residing at: Twin Falls, Idaho

Notary Expiration Date: 5-18-2018



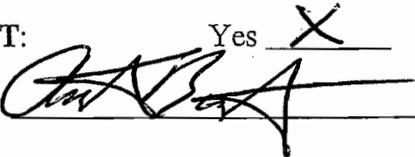
CITY STAFF USE ONLY:

APPROVALS:

PLANNING AND ZONING: Yes X RC. No _____ DATE: 11/9/12

COMMENTS: _____

POLICE DEPT: Yes X No _____ DATE: 11-07-12

COMMENTS:  _____

CITY CLERK: Yes  No _____ DATE: 11/1/12

COMMENTS: _____

State of Idaho

Idaho State Police

Cycle Tracking Number: 60821

Premise Number: 2T-13311

Retail Alcohol Beverage License

License Year: 2013

License Number: 13311

This is to certify, that Twin Burger Kabob & BBQ LLC
doing business as: Twin Burger Kabob & Barbeque

is licensed to sell alcoholic beverages as stated below at: 260 Shoshone St E, Twin Falls, Twin Falls County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.
County and city licenses are also required in order to operate.



Signature of Licensee, Corporate Officer, LLC Member or Partner

Liquor	No
Beer	Yes \$50.00
On-premise consumption	Yes \$0.00
Kegs to go	No
Restaurant	Yes \$0.00
Wine by the bottle	No
Wine by the glass	No
Multipurpose arena	No

TOTAL FEE: \$50.00

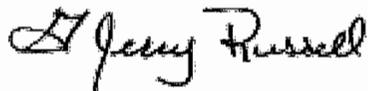
TWIN BURGER KABOB & BBQ LLC
TWIN BURGER KABOB & BARBEQUE
1330 CLEARWATER WAY

TWIN FALLS, ID 83301

Mailing Address

License Valid: 11/02/2012 - 06/30/2013

Expires: 06/30/2013



Director of Idaho State Police

SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED



Date: Tuesday, November 13, 2012

To: Honorable Mayor and City Council

From: Lorie Race, CFO

Request:

Consideration to approve the Governmental Fire Service Agreement to provide fire protection services to the Twin Falls Rural Fire District.

Time Estimate:

I estimate this item will take approximately 5 minutes, plus additional time for questions from Council.

Background:

Since 1993, the City of Twin Falls' Fire Department has provided fire protection services to the Twin Falls Fire District. The prior agreement was for a 5 year term, and has expired. The proposed agreement is basically the same as the previous, and would run until September 30, 2017.

Approval Process:

Approval of the proposed agreement requires a simple majority vote of the City Council members, and the Mayor's signature.

Budget Impact:

During fiscal year 2011-2012, the District paid the City \$378,501, as defined by the terms of the agreement. For 2012-2013, the payment computed per the terms of the agreement will be \$397,426.05.

Regulatory Impact:

There is no regulatory impact.

Conclusion:

Staff recommends the Council approve the agreement and authorize the Mayor to sign it.

Attachments:

A copy of the Governmental Fire Services Agreement dated October 1, 2012.

GOVERNMENTAL FIRE SERVICES AGREEMENT

THIS AGREEMENT made this 1st day of October, 2012, by and between the City of Twin Falls, Idaho, a municipal corporation (hereinafter referred to as the "City"), and the Twin Falls Rural Fire District, a political subdivision (hereinafter referred to as the "District");

WITNESSETH

WHEREAS, the District is a duly created fire protection district pursuant to Idaho Code Title 31, Chapter 14; and

WHEREAS, the parties wish to enter into an Agreement under which the City will provide fire protection services to the District and further, the City will house and store the fire fighting apparatus of the District; and

WHEREAS, the Idaho Code, Section 31-1415 and 31-1430, provide the authority for such a governmental service contract between the District and the City.

NOW, THEREFORE, it is agreed between the City and the District as follows:

1. The City shall answer all fire calls and provide the services to the District as set forth in this Agreement.

1.1 The City will attend and aid all fire calls and will respond to fire calls within the boundaries of the District, at which operation the ranking Twin Falls Fire Department Official present shall be the sole person in authority and in charge of the organized personnel, techniques, procedures and direction of all portions of fire suppression. The City's obligations hereinafter are subject to allocation of firefighting equipment and availability of personnel as determined at the sole discretion of the Twin Falls Fire Department Fire Chief (the "Fire Chief" herein) to insure comparable fire response service coverage to the City, its other contract fire service obligations, and the District.

1.2 The City shall not be responsible for performing fire inspections in the District or for insuring or overseeing compliance with applicable Fire Codes on the part of property owners, builders or other persons with respect to improvements upon or other uses of the property in the District. Provided however, that the City in its discretion may perform plan reviews and inspections to ensure compliance with International Fire Code requirements for commercial buildings. The City may also review new residential structures to ensure they comply with Fire Department access and fire flow requirement in accordance with the International Fire Code and National Fire Protection Association requirements. Furthermore, the Fire Department inspector shall have the right to make recommendations regarding fire safety in all new constructions in the District.

1.3 Fire trucks and other firefighting equipment will be provided by the District for use by City personnel as provided herein. Upon mutual consent, the City will provide a facility to house the District's firefighting equipment and supplies and will maintain

and repair the fire trucks supplied by the District. The fire trucks and equipment of both the City and District may all be used by the City as needed in responding to and aiding fire calls in both the City and the District.

1.4 The cost of acquiring additional fire fighting equipment in the future may be the subject of negotiations between the City and the District and no obligation to share in such costs is intended to be created by this Agreement.

1.5 The District at its cost will obtain insurance coverage for the fire trucks and other equipment supplied by it under this Agreement.

2. In the event the District is dissatisfied with the general level of service being provided by the City under this Agreement, then the District shall have the right to petition the Fire Chief for review and modification thereof, subject to the approval of the Twin Falls City Council. If the District is not satisfied with the decision of the Fire Chief, it may appeal same to the Twin Falls City Council. The procedures provided for herein shall be in addition to any other right or remedy available at law or in equity.

3. The District, in consideration for the services rendered by the City, shall pay the City, subject to adjustment as provided herein, the sum of \$397,426 each year during the term hereof commencing with the fiscal year beginning October 1, 2012.

3.1 Except as provided in Section 7 herein regarding annexations, the annual payment owed to the City may only be changed effective the first day of October in each year, beginning in the year 2013. By July 1st of each year after 2013 the City shall provide the District with a copy the City's proposed fire services for the next fiscal year. The City shall also provide the District with available information concerning the overall expenditures for fire fighting in the City and the District; and the City shall provide the District with a report as to all fire calls and responses in the District. For purposes of this contract the fire services budget and expenditures for fire services referenced above are to be net of amounts provided by the Airport Fund of the City to cover expenses related to the provision of Aircraft Rescue and Fire Fighting (ARFF) capabilities added in 2007. Using this budget information and Twin Falls County determined assessed values of the New Construction Roll in the District and the Annexations by the City for the prior year, the District commissioners and the City Fire Chief shall meet to consider the anticipated cost to the City of providing fire services to the District for the next fiscal year, which service levels shall be at least equal to those provided in the preceding year; and the amount of the annual payment due under this Agreement for the next year shall then be determined as herein provided.

3.2 The annual payment, as calculated above, shall be paid by the District to the City in two installments each calendar year. The first payment shall be made by the District to the City on February 1st of each year and the remainder of the amount due shall be paid by the District to the City on August 1st of each year. The payment made on February 1st of each year shall be equal to the percentage that the revenues received by the District from Twin Falls County of January 15th of that year bears to the total amount

of the revenues certified by the District to Twin Falls County for that year. The remainder of the amount shall be due and payable by the District on August 1st of each year. For example, assume the District receives 55% of its annual certified revenue from Twin Falls County in January of any year, then the percentage of the annual payment due the City on February 1st of that year would be 55% of the annual payment due for that fiscal year and the remainder of the annual payment (45 % in this example) would be due and paid by the District to the City on August 1st of that year.

3.3 Any revenues generated by the District in excess of the amounts owed to the City hereunder shall be retained as the property of the District, for its own purposes, and such excess funds shall not be deposited into the City's General Fund. In the event the revenues actually received by the District are less than the total amount budgeted by the District to pay its obligations, including the annual amount owed to the City, then the City will not require the District to pay more than the amount of money available to the District. In the latter event, the parties shall meet to determine items of service that can be reduced by the City in order to keep the cost of the provided services in line with the available funds, or the District will be allowed to defer payment of any balance due until the following year.

4. The District shall obtain, at its cost, insurance insuring against physical damage to its trucks and other equipment, and insuring against liability of the City and/or the District arising from the City's response to fires in the District. The limits of such liability insurance shall be no less than the liability of a governmental entity as established in the Idaho Tort Claims Act and all future amendments thereto.

4.1 The District shall defend, indemnify, and hold harmless the City, its agents, officials, and employees, from and against any and all actions, claims, demands, damages, and costs whatsoever that may arise out of or be made against the City: (1) for injury or damage to persons or property by reason of performance of the City under this Agreement in any way relating to the City not having portable water tankers or adequate water storage capacity on its fire vehicles, the inadequacy of water, water flows and/or water pressures available to respond to a fire; and (2) for injury or damage to persons or property arising from the actions or decisions of the District's Commissioners. The District's obligation under this paragraph to indemnify and hold the City harmless shall be limited to the sum, that exceeds the amount of insurance coverage, if any, available for the protection of the District and the City.

5. This Agreement shall continue in force from October 1, 2012, until September 30, 2017, unless sooner terminated or modified by mutual agreement of the parties. This Agreement may be terminated at the discretion of either party by giving written notice to the other party at least two years prior to the termination date. In the event of termination of this Agreement by either party, the District shall be allowed to house its trucks and equipment in City facilities for three years after the termination date.

6. This Agreement is intended as a governmental service contract between the District and the City and is not intended by the parties to be a third party beneficiary contract; nor does it create any rights, obligations, or duties to any party other than the District and the City.

7. The parties anticipate that during the term of this Agreement, the District will continue to experience new construction, the City may periodically annex portions of the District, and the City may experience changes in its costs of providing fire services. Upon commencement of new construction within the District, the City will be providing fire services for that new construction, and upon any annexations, the City will be providing fire protection services to the annexed area directly and not under this Agreement. As current year new construction and annexation amounts may not always be available during budget processes, amounts from the prior year, each year, will be used for the following calculations.

7.1 In the event of new construction in the District, the payment owed by the District to the City for the next year shall be increased by the proportion the assessed value of the prior year New Construction Roll for the District, as determined annually by Twin Falls County, bears to the total assessed value of the property in the District for the year prior to that.

7.2 In the event of annexations by the City, the payment owed by the District to the City for the next year shall be reduced by the proportion the assessed value of the prior year annexed area bears to the total assessed value of the property in the District for the year prior to that.

7.3 In the event of changes in the City's budget for fire services in the City and in the District, the payment owed by the District to the City for the next year shall be changed by the proportion the change in the budget for fire services for the next year bears to the budget for fire services for the prior year, providing any increase for budget changes shall not exceed five percent (5%) for any one year and that any such increase foregone by this limitation may be added in future years where this increase is less than five percent (5%).

Example

Assumptions for example:

The 2010-2011 contract payment is \$300,000; the Fire District's taxable market value for 2009 is \$305,000,000; and the City's fire services budget for 2009-2010 is \$3,450,000. During 2010, construction in the Fire District, as determined by the County's New Construction Roll, is \$15,000,000; 2010 annexations by the City are \$9,000,000 and the fire services budget for 2010-2011 is \$3,600,000.

7. Computation elements for next year contract payment

7.1. The 2010 New Construction Roll of \$15,000,000 is 4.92% of the 2009 taxable market value of \$305,000,000. The increase in the contract payment for construction is 4.92% of the current payment of \$300,000, or \$14,760.

7.2. The 2010 annexations by the City of \$9,000,000 are 2.95% of the 2009 taxable market value. The decrease in the contract payment for annexations is \$8,850.

7.3. The fire services budget for 2010-2011 of \$3,600,000 is \$150,000 more than the 2009-2010 budget of \$3,450,000, an increase of 4.35%, increasing the contract payment by \$13,050.

Summary of computations and determination of the 2011-2012 hypothetical contract payment

For example purposes only	
Current year contract payment	300,000
Increase for new construction	14,760
Decrease for annexations	(8,850)
Increase for changes in fire services budget	13,050
Next year contract payment	<u>318,960</u>
Adjustment required to limit increase to 5%	<u>(3,960)</u>
New contract payment - 105% of current	<u><u>315,000</u></u>

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written

CITY OF TWIN FALLS

Mayor

ATTEST:

City Clerk

TWIN FALLS RURAL FIRE DISTRICT

Chairman, Board of Commissioners

ATTEST:

Secretary



Date: Tuesday, November 13, 2012
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

Request:

Consideration of the adoption of Resolution No. 1896, a Resolution of the City Council allowing for the issuance of interim warrants to be issued that are associated with the creation and development of a local improvement district (LID) as requested by petition by Chobani.

Time Estimate:

The City Manager's presentation will take approximately 10 minutes in addition to time needed to answer questions.

Background:

The purpose of this agenda item is to ask the City Council to consider the adoption of Resolution 1896. Resolution 1896 has been drafted in accordance with Title 50, Chapter 17 of the Idaho Code by Rick Skinner, bond counsel for this project, and reviewed by City Attorney Fritz Wonderlich.

Since the announcement and execution of the development agreement, Chobani has been covering the upfront costs of the improvements by providing advances to the Agency. This short term financing has allowed the City and the Agency to make the improvements prior to the development and creation of a long-term funding solution being in place.

At its meeting on October 22, 2012, the City Council received a petition from Chobani requesting the formation of a modified local improvement district. At that meeting, the City Council adopted Resolution No. 1895, which declared the intention of the City Council to create an LID for the purpose of acquiring, constructing and installing various public infrastructure improvements needed to support Chobani's expansion to Twin Falls. The Resolution was unanimously adopted by the City Council and established that a public hearing would be held on November 5, 2012. The resolution was unanimously adopted by the City Council.

At its meeting on November 5, 2012, the City Council provided an opportunity for the public to voice their thoughts on the creation of the LID and adopted Ordinance 3040. As described in the Ordinance and the attached legal description and map, only 20 +/- acres of Chobani's 190 +/- acres are included in the LID and includes the area where the manufacturing facility has been built. The balance of their property is not included in the LID. Additionally, the 20 +/- acres is the only property that is impacted by this decision. Ordinance 3040 stated that the total costs and expenses of the total public improvements in the proposed modified LID area are estimated to be \$32,509,000. The public improvements include improvements to the water system, waste water system, roadway, and utility systems. These improvements will benefit more than the 20 +/- acres being considered for the LID, as requested by Chobani.

The LID, both principle and interest, will be paid completely by the owner of real property within the boundaries of said District. At no time will the City or the Agency be financially responsible for the LID. No one spoke in opposition of the creation of the District and Ordinance 3040 was unanimously adopted by the City Council.

The Resolution before the City Council allows for the issuance of warrants, or interim financing. Idaho Code Section 50-1722 authorizes the allocation of interim warrants for the purpose of meeting costs and expenses of making local improvement district improvements prior to the sale of bonds and prepayment and payment of assessments. Resolution 1896 allows for interim financing in an amount of not to exceed \$28,356,000.

The attached Resolution, Petition and corresponding documents have been reviewed by Fritz Wonderlich, Twin Falls City Attorney, and Rick Skinner, Bond Counsel.

Approval Process:

Approval of the proposed Ordinance requires a simple majority vote of the City Council members present.

Budget Impact:

There are no budgetary or financial impacts to the City for recognizing the petition and creating an LID. The LID is secured with real property owned by Chobani. There is no financial liability or financial exposure to the City of Twin Falls or the Twin Falls URA. All of the costs and expenses for creating the LID, including "...*engineering, collection of assessments, clerical, printing, advertising, inspection, collecting assessments and interest thereon, reserves, interest and other financing costs, legal services for preparing proceedings and advising in regard thereto and contingencies deemed necessary...*," will be reimbursed with bond proceeds.

Regulatory Impact:

The City's ability to create a local improvement district is provided for in Title 50, Chapter 17. Through this process, the City has:

- Adopted Resolution 1895, a Resolution of the City Council expressing the intent of creating a modified local improvement district (Idaho Code 50-1707)
- Adopted Ordinance 3040, an Ordinance states the City is creating a modified local improvement district (Idaho Code 50—1710)

Idaho Code Section 50-1722 empowers the City on behalf of the District to issue interim warrants for the purpose of meeting costs and expenses of making local improvement district improvements prior to the sale of bonds and prepayment and payment of assessments.

Conclusion:

Staff recommends the adoption of Resolution 1896.

Attachments:

1. Twin Falls City Council Resolution 1896,

RESOLUTION NO. 1896

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, PROVIDING FOR THE ISSUANCE AND SALE OF AN INTERIM WARRANT PURSUANT TO SECTION 50-1722, IDAHO CODE, IN ANTICIPATION OF THE ISSUANCE OF LOCAL IMPROVEMENT DISTRICT BONDS FOR LOCAL IMPROVEMENT DISTRICT NO. 2012-1, FOR THE PURPOSE OF PAYING THE COSTS OF THE IMPROVEMENT DISTRICT; PROVIDING FOR THE MANNER OF ISSUANCE AND THE FORM OF WARRANT; PROVIDING FOR THE REGISTRATION AND PAYMENT OF THE PRINCIPAL THEREOF AND THE INTEREST ON THE WARRANT; PROVIDING FOR THE SALE OF THE WARRANT TO ZIONS FIRST NATIONAL BANK; PROVIDING COVENANTS; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, by passage of Ordinance No. 3040 (the "Ordinance"), adopted on November 5, 2012 the City Council ("Council") of the City of Twin Falls, Idaho (the "City"), duly created Local Improvement District No. 2012-1 (the "District"), ordered the acquisition and construction of sewer system, pre-treatment system, water system, related utility extensions, road and other facilities and related improvements and costs (the "Project"), and authorized the issuance of local improvement district bonds to finance the cost thereof; and

WHEREAS, the City on behalf of the District is authorized and empowered by Idaho Code Section 50-1722 to issue interim warrants for the purpose of meeting costs and expenses of making local improvement district improvements prior to the sale of bonds and prepayment and payment of assessments; and

WHEREAS, the Council has heretofore, by adoption of the Ordinance, estimated the cost of the District Project for the District at up to \$32,509,000; and

WHEREAS, the City on behalf of the District has received an offer (the "Purchase Proposal") from Zions First National Bank (the "Purchaser"), to provide interim financing for the Project; and

WHEREAS, in order to provide interim financing for the cost and expense of the Project for the District, the City deems it necessary and desirable to issue, sell, and deliver the interim warrant for and on behalf of the District in an aggregate principal amount of not to exceed \$28,356,000, in accordance with the offer of the Purchaser.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, as follows:

Section 1: For the purpose of paying the cost of the Project, pending the confirmation of an assessment roll and the issuance of the local improvement bonds (the "Bonds"), which shall be used as security for repayment of the Purchaser for any amounts due it under the Purchase Proposal, the Mayor, the Treasurer, and Clerk of the City are hereby

authorized and directed to cause to be issued, sold, and delivered, on behalf of the District, an interim warrant (the "Warrant"), in the manner hereinafter provided.

Section 2: The Warrant shall be issued in the principal amount of up to \$28,356,000; shall be dated the date of its delivery; shall be issued to the Purchaser; shall bear interest at the rate (the "Interest Rate") of 5.00% per annum calculated based on a 360 day year but calculated for the actual number of days elapsed and payable at maturity. The Warrant shall mature (the "Maturity Date") on February 28, 2013 or the date of the issuance of the Bonds and the Urban Renewal Agency of the City of Twin Falls, Idaho bonds issued in connection with the Project (the "URA Bonds"); and shall be redeemed and paid in full no later than the Maturity Date, together with any accrued and unpaid interest thereon, from any prepayment of assessments, the proceeds of the sale of the Bonds for the District or proceeds of the URA Bonds or other funds. Interest on the amounts advanced under the Warrant shall be paid at maturity. The Warrant is further subject to the terms and conditions stated in this Resolution and the Purchase Proposal. Proceeds of the Warrant shall be deposited to the Local Improvement District No. 2012-1 Construction and Acquisition Fund which is hereby created and from which any costs of the Project may be paid.

Section 3: The Warrant shall be registered in the name of the Purchaser both as to principal and interest with the City Treasurer, and any transfer thereof must likewise be registered.

Section 4: The Warrant shall be subject to call and redemption without penalty at any time prior to its stated maturity, at the option of the City on behalf of the District, when any prepayment of assessments, the proceeds of the Bonds, funds from the URA Bonds or any other funds become available. Partial redemption of the Warrant, if any, shall be in increments of at least \$100,000. In the event of prior call and redemption, the City Treasurer shall give notice thereof by mailing a copy of a Notice of Call and Redemption by certified mail at least fifteen (15) days prior to the call and redemption date to the registered owner of the Warrant at the address shown on the registration books of the City on behalf of the District. Interest on the Warrant with respect to the principal amount of the Warrant that has been called for redemption in such Notice of Call and Redemption shall cease to accrue after the date fixed for call and redemption, provided that funds for the payment and redemption thereof are delivered to the Purchaser at the time and place specified in the Notice of Call and Redemption.

Section 5: The Warrant and the interest payable at the Interest Rate thereon shall be payable in lawful money of the United States of America to the registered owner thereof, in immediately available funds, at the address of such registered owner as shown on the registration books of the City on behalf of the District. Payments of principal and interest shall be made by wire transfer pursuant to written instructions given by the Purchaser to the City Treasurer or in such other manner of transfer as the Purchaser shall commemorate in writing to the City Treasurer.

Section 6: The Warrant shall be executed in the name of the City on behalf of the District, shall be signed by the Mayor, countersigned by the City Treasurer, and attested by the City Clerk, and shall be authenticated by the Seal of the City affixed thereto. The Warrant shall

be substantially in the form as set forth in Exhibit "A" attached hereto and by reference made a part hereof.

Section 7: The City hereby covenants with the registered owner of the Warrant that it will cause the District to levy assessments in the amount of at least the outstanding amount of the Warrant to be levied on the property described in the Ordinance and to issue the Bonds in the amount of the confirmed assessment roll for the District, less the prepayment of assessments, if any, and to cause the URA Bonds to be issued to fund the costs of the Project, and further on behalf of the District hereby pledges to the registered owner of the Warrant the first proceeds of the payment and prepayment of assessments and the issuance of the Bonds to payment of the Warrant. Proceeds of the payment of assessments or the Bonds to be used to pay the Warrant shall be deposited to the Local Improvement District No. 2012-1 Interest Fund hereby created, to the extent required for payment of interest on the Warrant, and to the Local Improvement District No. 2012-1 Bond Fund hereby created, as required for the payment of principal of the Warrant.

The Warrant shall not constitute an indebtedness of the City within the meaning of any state constitutional provision or statutory limitation, or a charge against the general credit or taxing power of the City, and unless otherwise permitted in this Resolution, the registered owner of the Warrant shall have no claim against the City, its funds or property.

Section 8: The offer of the Purchaser to purchase the Warrant is hereby accepted and any and all related documents including without limitation agreements and certificates related to the Warrant are hereby approved and authorized, and the Mayor, Treasurer and City Clerk are hereby authorized to execute the same on behalf of the City acting for the District.

Section 9: This Resolution shall take effect and be in force immediately upon its passage and approval.

DATED this 13th day of November, 2012.

CITY COUNCIL OF THE CITY OF
TWIN FALLS, IDAHO

By _____
Mayor

ATTEST:

City Clerk

EXHIBIT "A"

UNITED STATES OF AMERICA

No.R-1

\$_____

STATE OF IDAHO

CITY OF TWIN FALLS IDAHO FOR AND ON BEHALF OF
LOCAL IMPROVEMENT DISTRICT NO. 2012-1
INTERIM WARRANT

FOR VALUE RECEIVED, the CITY OF TWIN FALLS, IDAHO (the "City") for and on behalf of its Local Improvement District No. 2012-1 (the "District"), acknowledges itself to owe, and promises to pay to

ZIONS FIRST NATIONAL BANK

the original Registered Owner hereof or its registered assignee, at the office of the City Treasurer, on or before the earlier of the 28th day of February, 2013 or date the local improvements bonds are issued by the City for the District and the URA Bonds are issued by the Urban Renewal Agency of the City of Twin Falls, Idaho all as defined and provided in the Resolution (defined below)(the "Maturity Date") the sum of

_____ MILLION _____ THOUSAND AND NO/100 DOLLARS

(\$_____) or so much as shall have been advanced hereunder from time to time, in lawful money of the United States of America, together with interest upon advances of funds hereunder from time to time in like money at the rate of 5.00% per annum calculated based on a 360 day year but calculated for the actual number of days elapsed and payable on the Maturity Date in accordance with the Purchase Proposal between the City on behalf of the District and Zions First National Bank.

This Warrant is registered, both as to principal and interest, with the City Treasurer, and any transfer hereof must likewise be registered. This Warrant is a negotiable instrument, payable solely from the issuance of the URA Bonds, the issuance of local improvement district bonds, the prepayment of assessments or other available funds for the District, all as authorized by Resolution No. ____, adopted on November 13, 2012 by the City (the "Resolution").

Section 50-1723, Idaho Code, reads as follows:

LIABILITY OF MUNICIPALITY. The holder of any bond, issued under the authority of this code, shall have no claim therefor against the municipality by which the same is issued, except to the extent of the funds created and received by assessments against the

property within any local improvement district as herein provided and to the extent of the local improvement guarantee fund which may be established by any such municipality under the provisions of this code, but the municipality shall be held responsible for the lawful levy of all special taxes or assessments herein provided and for the faithful accounting of settlements and payments of the special taxes and assessments levied for the payment of the bonds as herein provided. The owners and holders of such bonds shall be entitled to complete enforcement of all assessments made for the payment of such bonds. A copy of this section shall be plainly written, printed or engraved on the face of each bond so issued.

This Warrant is issued for the purpose of providing interim funds necessary to acquire and construct the improvements authorized for the District under and by virtue of and in full conformity with the Constitution and laws of the State of Idaho and the Resolution.

The Warrant shall be subject to call on fifteen (15) days' written notice to the Registered Owner in whole or in part, in increments of at least \$100,000, plus accrued interest to the date of redemption at any time at the option of the City on behalf of the District. In the event of prior call and redemption, the City Treasurer shall give notice thereof by mailing a copy of a Notice of Call and Redemption by regular or certified mail at least fifteen (15) days prior to the call and redemption date to the registered owner of the Warrant at the address shown on the registration books of the City on behalf of the District. Interest on the Warrant with respect to the principal amount of the Warrant that has been called for redemption in such Notice of Call and Redemption shall cease to accrue after the date fixed for call and redemption, provided that funds for the payment and redemption thereof are delivered to the Purchaser at the time and place specified in the Notice of Call and Redemption.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all matters, acts, conditions and things required by law to make this Interim Warrant a valid and enforceable limited obligation of the City on behalf of the District, have happened, have been done, and have been performed, and the first proceeds of the prepayment of local improvement district assessments and of the issuance and sale of local improvement district bonds for the District are hereby pledged to the registered owner of this Warrant for the payment of the same.

IN WITNESS WHEREOF, the City of Twin Falls, Idaho, has caused this Warrant to be executed on its behalf and under its official seal by its Mayor on behalf of the District, by his manual signature thereon, countersigned by its Treasurer, by his or her manual signature thereon, and attested by its Clerk, by his or her manual signature thereon, all as of the __ day of _____, 20__.

CITY OF TWIN FALLS

By _____
Mayor

Countersigned: _____
Treasurer

ATTEST:

City Clerk

(S E A L)

* * * * *

This Interim Warrant is registered in the name of the registered owner whose name and address appear last below, and both principal and interest are payable only to said owner

NOTE: There must be no writing in the space below except by the City Treasurer.

Date of Registry	Name of Registered Owner	Address of Registered Owner
_____, 20__	Zions First National Bank	

TREASURER'S CERTIFICATE

I, THE UNDERSIGNED, the Treasurer of the City of Twin Falls, Idaho, hereby certify that the within Interim Warrant has been duly registered in my office in the Registration Book kept for that purpose

Treasurer
City of Twin Falls, Idaho