

**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  
**Monday, February 25, 2013**  
 City Council Chambers  
 305 3<sup>rd</sup> 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: None

AGENDA ITEMS	Purpose	By:
<b>I. <u>CONSENT CALENDAR:</u></b> 1. Consideration of a request to approve the accounts payable for February 20 – 25, 2013, total: \$486,223.44. 2. Consideration of a request to approve a Liquor License for Europe Bar and Deli LLC, 679 Filer Avenue.	<u>Action</u>	<u>Staff Report</u> Sharon Bryan  Sharon Bryan
<b>II. <u>ITEMS FOR CONSIDERATION:</u></b> 1. Presentation of Peace Officer Standards and Training Council Certificates to the following individuals before the Twin Falls City Council: Officer Justin Cyr, Officer Jaime Harper, Officer Aaron Nay, Officer Harbans Thiara, Detective Gregg Lockwood, and Detective Ben Mittlestadt. 2. Consideration of a request to approve an Air Service Agreement with SkyWest Airlines. 3. Consideration of a request to select Andritz Separation as the equipment supplier for the Twin Falls Wastewater Treatment Plant Dewatering Equipment project. 4. Consideration of a request to amend City Code 6-5-2 by the addition of a new subsection (C) providing for a civil penalty for damaged and junked equipment and vehicle violations. 5. Discussion regarding the purchase of a Ford SUV patrol vehicle to be used by a canine team and two Ford sedans for use by patrol officers. 6. Consideration of funding the construction of Baxter’s Park and the Community Garden. 7. Public input and/or items from the City Manager and City Council.	Presentation  Action Action  Action  Discussion  Action	Brian Pike Anthony Barnhart Bryan Krear  Bill Carberry Lee Glaesemann  Mitch Humble  Anthony Barnhart  Dennis Bowyer
<b>III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u></b>		
<b>IV. <u>PUBLIC HEARINGS:</u>                   <b>6:00 P.M.</b></b> 1. Consideration of a request to adopt a resolution authorizing the Mayor to sign and submit an application to the Idaho Department of Commerce to partially finance improvements to the Twin Falls Senior Center.	Public Hearing	Jeannette Roe, Twin Falls Senior Center
<b>V. <u>ADJOURNMENT:</u></b> Executive Session 67-2345(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.		

***\*Any person(s) needing special accommodations to participate in the above noticed meeting 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.



Date: February 25, 2013, City Council Meeting

To: Honorable Mayor and City Council

From: Sharon Bryan, Deputy City Clerk

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**Request:**

Approve Liquor License for Europe Bar and Deli LLC, 679 Filer Avenue.

**Time:**

Consent Calendar

**Background:**

Approval of Liquor License

**Budget Impact:**

N/A

**Regulatory Impact:**

City and State Code Compliance

**Conclusion:**

Staff recommends approval of the application and the condition that Europe Bar receives their State License.

**Attachments:**

Alcohol License Application



# ALCOHOL LICENSE APPLICATION

BUSINESS NAME EUROPE BAR & DELI LLC STATE LICENSE # 14063  
 DOING BUSINESS AS EUROPE BAR & DELI LLC (Please attach a copy of your state license)  
 BUSINESS ADDRESS 679 FILER AVENUE, TWIN FALLS, ID, 83301  
 LEGAL DESCRIPTION OF PLACE OF BUSINESS SEE ATTACHED DEED  
 Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision \_\_\_\_\_  
 MAILING ADDRESS 679 FILER AVENUE, TWIN FALLS, ID, 83301  
 CONTACT PERSON SAM SAITRA PHONE # 208-420-9317

			(Check)
<b>BEER:</b>	Bottled for consumption off the premises only	(\$ 50.00)	_____
	Bottled for consumption on premise	(\$ 150.00)	_____
	Bottled & Draught for consumption on premises	(\$200.00)	<u>X</u>
<b>WINE:</b>	Retail Sales for consumption off premises only	(\$200.00)	_____
	Wine by the Drink for consumption on premises only	(\$200.00)	_____
<b>LIQUOR:</b>	Liquor license & fees cover wine license & fees	(\$562.50)	<u>X</u> <u>562.50</u> <sup>62.50</sup>

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 \$ 762.50 . (Ordinance #2708)

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

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

NAME: \_\_\_\_\_ RESIDENCE: \_\_\_\_\_

NAME: \_\_\_\_\_ RESIDENCE: \_\_\_\_\_

NAME: \_\_\_\_\_ RESIDENCE: \_\_\_\_\_

IF A CORPORATION OR ASSOCIATION, NAME ALL OFFICERS:

NAME: SAMIR SAITRA ADDRESS: 766 NEWPORT ST., TWIN FALLS, ID, 83301

TITLE: MANAGER

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE OF INCORPORATION OR ORGANIZATION 7-20-2012

PLACE OF INCORPORATION OR ORGANIZATION 766 Newport St., TWIN FALLS, ID, 83301

PRINCIPAL PLACE OF BUSINESS IN IDAHO 679 Filer Av., Twin Falls, ID, 83301

OWNER OF PREMISES (Please Print) SAMIR SAJJADA

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

\*\*\*\*\*  
(IF A PARTNERSHIP, ALL PARTNERS NEED TO SIGN)

SIGNATURE OF APPLICANT Jean Joffe

NAME (Please Print) SAMIR SAJJADA BIRTHDATE: 3-2-1967

RESIDENCE OF APPLICANT 766 Newport St.

LENGTH OF RESIDENCE IN IDAHO 20 years

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 19<sup>th</sup> day of February, 2013.



Kathleen A. Touchette

Notary Public for Idaho

Residing at: TWIN FALLS ID

Notary Expiration Date: 10-28-15

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# CITY STAFF USE ONLY:

\*\*\*\*\*

**APPROVALS:**

PLANNING AND ZONING: Yes  No  DATE: 3/30/13

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

POLICE DEPT: Yes  No  DATE: 02/20/13

COMMENTS: approved pending receipt of State  
license

\_\_\_\_\_

CITY CLERK: Yes  No  DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TWIN FALLS COUNTY

RECORDED FOR:  
TITLEFACT

4:23:40 pm 05-03-2007

2007-010646

NO. PAGES: 1 FEE: \$3.00

KRISTINA GLASCOCK  
COUNTY CLERK  
DEPUTY: CHITZ

56990DI

TitleFact, Inc.

P.O. Box 486

Twin Falls, Idaho 83303

**CORPORATION WARRANTY DEED**

FOR VALUE RECEIVED **MAGIC VALLEY SHOPPING CENTER, INC.**, an Idaho corporation, a corporation duly organized and existing under the laws of the state of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto **SAMIR SALTAGA and SANDRA LERH, husband and wife**, Grantee, whose address is: 766 Newport Street, Twin Falls, Idaho 83301, the following described real estate, situated in Twin Falls County, Idaho, to-wit:

A parcel of land beginning at a point 275.00 feet North of the Southeast corner of said Lot 4, **WARBURG CARRICO TRACT NUMBER 2**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book 1 of Plats, page 59, records of said County:

- THENCE West 99.15 feet;
- THENCE North 142.10 feet;
- THENCE West 1.34 feet;
- THENCE North 57.90 feet;
- THENCE East 100.49 feet;
- THENCE South 200.00 feet.

**SUBJECT TO:** Restrictive Covenants affecting property described in Schedule A hereof dated September 23, 1959, recorded September 25, 1959, as Instrument No. 486560, in Book 26 of Miscellaneous, page 186, records of Twin Falls County, Idaho.

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

**IN WITNESS WHEREOF**, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its Secretary.

Dated: May 1, 2007

**MAGIC VALLEY SHOPPING CENTER, INC.**

BY: Bobbette Bergen, Vice President  
BOBBETTE BERGEN, Vice-President

\* \* \* \* \*

STATE OF Colorado  
County of weld

On this 1 day of May, 2007, before me, the undersigned, Notary Public in and for said State, personally appeared **BOBBETTE BERGEN**, known to me to be the Vice-President of the corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Samantha Welch

Notary Public for FirstBank of Inc.  
Residing at: 512 Briggs  
My Commission expires: \_\_\_\_\_

My Commission Expires: 01/30/2011  
512 Briggs  
Erie, CO 80516





# CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

**FILED EFFECTIVE**  
2012 JUL 20 AM 8:58  
SECRETARY OF STATE  
STATE OF IDAHO

1. The name of the limited liability company is:

Europe Bar and Deli LLC

2. The complete street and mailing addresses of the initial designated office:

766 Newport Twin Falls, ID 83301

(Street Address)

(Mailing Address, if different than street address)

3. The name and complete street address of the registered agent:

Samir Salta.ga

(Name)

766 Newport Twin Falls, ID 83301

(Street Address)

4. The name and address of at least one member or manager of the limited liability company:

Name

Address

Samir Saltaiga

766 Newport Twin Falls, ID 83301

5. Mailing address for future correspondence (annual report notices):

-766 Newport Twin Falls, ID 83301

6. Future effective date of filing (optional):

Signature of a manager, member or authorized person.

Signature

Typed Name: Samir Saltaiga

Signature

Typed Name:

Secretary of State use only

IDAHO SECRETARY OF STATE  
07/20/2012 05:00  
CK: 2855 CT: 227384 BH: 1332817  
1 @ 100.00 = 100.00 ORGAN LLC # 2

W115769



**Date:** Monday, February 25, 2013, Council Meeting  
**To:** Honorable Mayor and City Council  
**From:** Chief Brian Pike, Captain Anthony Barnhart, and  
Captain Bryan Krear

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**Request:**

Presentation of Peace Officer Standards and Training Council Certificates to the following individuals before the Twin Falls City Council: **Officer Justin Cyr, Officer Jaime Harper, Officer Aaron Nay, Officer Harbans Thiara, Detective Gregg Lockwood, and Detective Ben Mittelstadt.**

**Time Estimate:**

The presentation will take approximately 15 minutes.

**Background:**

On January 10, 2013, **Officer Justin Cyr** was awarded his POST Basic Certificate. Officer Cyr completed the CSI Law Enforcement Program, challenged the Basic Academy test, has successfully completed the Twin Falls Police Department's Field Training Program, and is serving as a Police Officer in the State of Idaho as required to receive this certification.

On November 15, 2012, **Officers Jaime Harper** and **Aaron Nay**, and on December 6, 2012, **Harbans Thiara**, were awarded their POST Intermediate Certification. To receive this certification, Officers Harper, Nay and Thiara were required to complete hundreds of hours of training, including obtaining several college credits.

On November 27, 2012, and January 29, 2013, **Detectives Ben Mittelstadt** and **Gregg Lockwood**, respectively, were awarded their Advanced Certification by POST Academy. To receive this certification, Detectives Mittelstadt and Lockwood have received their POST Intermediate Certificate, have served over six years as Police Officers in the State of Idaho, and have met the training requirements combined with obtaining college credits.

The personal commitment of these Officers to better themselves through training has helped the Twin Falls Police Department in achieving its goal of being the best Police Department in the State of Idaho.

**Approval Process:**

None

**Budget Impact:**

None

**Regulatory Impact:**

None

Agenda Item for February 25, 2013  
From Chief Brian Pike, Captain Anthony Barnhart  
and Captain Bryan Krear  
Page Two

**Conclusion:**

Chief Pike, Captain Barnhart, and Captain Krear will present POST certificates to Officers Justin Cyr, Jaime Harper, Aaron Nay and Harbans Thiara, and Detectives Ben Mittelstadt and Gregg Lockwood before the City Council on February 25, 2013.

**Attachments:**

1. Copy of POST Basic Certificate – Officer Justin Cyr
2. Copy of POST Intermediate Certificate – Officer Jaime Harper
3. Copy of POST Intermediate Certificate – Officer Aaron Nay
4. Copy of POST Intermediate Certificate – Officer Harbans Thiara
5. Copy of POST Advanced Certificate – Detective Ben Mittelstadt
6. Copy of POST Advanced Certificate – Detective Gregg Lockwood

aed

# State of Idaho

*The Peace Officer Standards  
& Training Council*

*hereby awards the*

*Basic Certificate*

*to*

*Justin D. Cyr*

*Twin Falls Police Department*

*For having fulfilled the requirements of this certificate as set forth by the Idaho Peace  
Officer Standards & Training Council on the 10th day of January, 2013.*

  
Chairman

  
Division Administrator

# State of Idaho

*The Peace Officer Standards  
& Training Council*

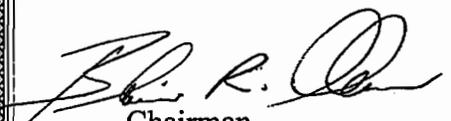
*hereby awards the*

## *Intermediate Certificate*

*to*

*Jaime L. Harper  
Twin Falls Police Department*

*For having fulfilled the requirements of this certificate as set forth by the Idaho Peace Officer Standards & Training Council on the 15th day of November, 2012.*

  
Chairman

  
Division Administrator

# State of Idaho

*The Peace Officer Standards  
& Training Council*

*hereby awards the*

*Intermediate Certificate*

*to*

*Aaron D. Nay*

*Twin Falls Police Department*

*For having fulfilled the requirements of this certificate as set forth by the Idaho Peace  
Officer Standards & Training Council on the 15th day of November, 2012.*



Chairman



Division Administrator

# State of Idaho

*The Peace Officer Standards  
& Training Council*

*hereby awards the*

*Intermediate Certificate*

*to*

*Harbans S. Thiara Jr.*

*Twin Falls Police Department*

*For having fulfilled the requirements of this certificate as set forth by the Idaho Peace  
Officer Standards & Training Council on the 6th day of December, 2012.*

  
Chairman

  
Division Administrator

# State of Idaho

*The Peace Officer Standards  
& Training Council*

*hereby awards the*

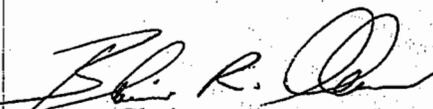
*Advanced Certificate*

*to*

*Benjamin J. Mittelstadt*

*Twin Falls Police Department*

*For having fulfilled the requirements of this certificate as set forth by the Idaho Peace  
Officer Standards & Training Council on the 27th day of November, 2012.*



Chairman



Division Administrator

# State of Idaho

*The Peace Officer Standards  
& Training Council*

*hereby awards the*

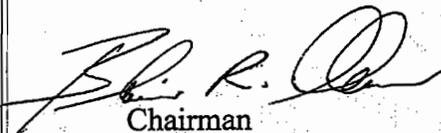
*Advanced Certificate*

*to*

*Greggory T. Lockwood*

*Twin Falls Police Department*

*For having fulfilled the requirements of this certificate as set forth by the Idaho Peace  
Officer Standards & Training Council on the 29th day of January, 2013.*

  
Chairman

  
Division Administrator



Date: February 25, City Council Meeting

To: Honorable Mayor and City Council

From: Bill Carberry, Airport Manager

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Request: Consideration of an Air Service Agreement with SkyWest Airlines.

Time Estimate: Approximately 10 minutes with additional time for questions

Background: On August 27<sup>th</sup> 2012, the City Council accepted a \$500,000 grant offer from the U.S. Dept of Transportation's Small Community Air Service Development Program (SCASDP). The grant was awarded based on the community's application which outlined an objective to increase capacity/flight frequency on SkyWest/Delta Connection Flights to Salt Lake City International Airport. The scope of the grant includes the use of a \$485,000 minimum revenue guarantee (MRG) program to help minimize financial risk for SkyWest associated with expansion of service to the community. The grant also allows for the use of up to \$15,000 for the City to utilize professional air service consultant work to monitor the service and assist with reporting requirements. The \$500,000 grant will be combined with a \$65,000 marketing program to promote the new service over the next 3 years; \$55,000 funded by the Chamber of Commerce and \$10,000 from the Airport's marketing budget.

With the grant now accepted by the City, the Airport has worked with SkyWest Airlines to develop a Transportation Service Agreement. The agreement will utilize a minimum revenue guarantee subsidy, if needed, to assist the airline with the financial risk associated with expanding service.

The agreement outlines an increase in both inbound and outbound flights between Twin Falls and Salt Lake City International airport utilizing 30-seat Brasilia turbo-prop aircraft. Rather than upgrading the early morning flight to a 50 seat regional jet, the plan proposed by SkyWest has some distinct advantages by increasing capacity for both peak time inbound and outbound traveler demand.

### **The Proposed Service**

SkyWest is proposing to add a *new* additional Brasilia that will remain parked overnight. The *new* second aircraft will help match traveler demand with a *new* additional evening/night arrival into Twin Falls. With a second aircraft remaining overnight in Twin Falls, this will allow for the existing early morning outbound flight, plus a *new* additional mid-morning departure.

This additional overnight aircraft dedicated to the community helps best match capacity with demand. Our community (and most other) has a higher demand for outbound flights in the morning and inbound flights later in the day. This approach and dedication of aircraft resources will have a higher probability of traveler utilization than the former mid-morning flight that arrived fairly empty mid-morning (9 AM) from Salt Lake City before turning back outbound.

**In summary the tentative schedule, effective June 13, 2013, looks like this:**

Monday through Friday= 4 departures and 4 arrivals

Saturday= 3 departures and 2 arrivals (Saturday is the slowest travel day)

Sunday= 3 departures and 4 arrivals

*(See the SkyWest Agreement appendix for a tentative time table)*

This is a marked improvement from the current 3 daily arrivals and departures.

Budget Impact: The agreement with SkyWest airlines will be managed as a pass-through-cost arrangement. The SCASDP grant is in place to support any revenue guarantee subsidy that may be required under the terms of the Air Service Agreement. The City will be responsible to pay any required subsidy to the airline and then manage the grant process for reimbursement of those payments back to the City.

The term of this Agreement shall commence on June 1, 2013, and terminate on May 31, 2014 or until all subsidy funds have been exhausted, whichever comes first. If funds remain after the first year, the agreement may be extended if mutually agreed upon by both sides and at a block hour operating cost set forth at that time.

**The minimum revenue guarantee structure of the agreement**

The agreement calls for quarterly reporting by the airline. The calculation is based on the airline's total operating cost for our market plus 5% profit to be used as the yard stick. If the airline's revenue falls above the cost plus 5% operating profit, then there is no subsidy required for that quarter. Conversely, if the airline revenue falls below the cost plus 5%, then there will be a subsidy paid to the airline for the quarter. (See Appendix A of the Agreement)

As a means to judge the fairness of the revenue guarantee calculation, I utilized the services of the air service consulting firm that helped us with our air service grant application to review the agreement. The firm felt the agreement was fair and reasonable in comparison with other similar agreements in the industry.

Regulatory Impact: The Airport will manage the terms and conditions of this agreement in conjunction with the supporting grant agreement.

The air service agreement recognizes that the City is reimbursed by the grant for any subsidy paid to the airline, and it acknowledges that if for any reason the grant were to be terminated between the City and the Dept of Transportation then the air service agreement would also be mutually terminated.

Continued

Approval Process: Acceptance of the SkyWest Transportation Agreement will take a majority vote of the Council.

Conclusion:

It is anticipated, and not unusual, that some level of the grant subsidy will be utilized to support the additional air service. However, with a consistent marketing program directed by the Chamber of Commerce, coupled with the strategic utilization by SkyWest of the second overnight aircraft, there is good potential these improvements to capacity between Joslin Field and Salt Lake International Airport will be long term.

Staff recommends the City Council approve the air service agreement with SkyWest Airlines and authorize the Mayor to sign the agreement.

Attachments: SkyWest Transportation Service Agreement

## TRANSPORTATION SERVICES AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2013, by and between SkyWest Airlines, Inc. (“SkyWest”) whose affiliated companies are doing business as Delta Connection, and the City of Twin Falls, Idaho (“City”).

### WITNESSETH:

WHEREAS, the City, under the Small Community Air Service Development Program, has been awarded a grant by the U.S. Department of Transportation (“USDOT”) to help secure additional airline capacity; and

WHEREAS to facilitate this goal, the City has requested that SkyWest provide an additional flight each day between Magic Valley Regional Airport (TWF) and Salt Lake City International Airport (SLC); and

WHEREAS, SkyWest has agreed to provide such service subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the mutual obligations and undertakings hereinafter set forth, the parties agree as follows:

1. SkyWest will operate four daily Delta Connection-branded round trip flights on the EMB-120 between TWF and SLC beginning on June 1, 2013.
2. At the end of each three-month period during the term of this Agreement, SkyWest will determine, in accordance with standard accounting practices, the following data: average segment fares for the TWF-SLC market, the number of revenue passengers, the number of operations, and the total block hours operated.
3. For the purpose of determining operating profits/losses in the market, passenger revenue will be calculated as the product of total revenue passengers and average segment fares for all flights. Total costs to operate the flights are calculated as the sum of actual fuel costs plus the product of \$1825 per block hour and the actual block hours operated in the quarter. In addition, SkyWest requires a profit margin calculated as 5% of the operating costs. If passenger revenue is greater than operating costs plus margin, no subsidy is owed for the quarter. In the case that costs plus margin are greater than passenger revenue, the difference will be paid to SkyWest as its subsidy for the quarter. An example invoice is shown in Appendix A.
4. SkyWest agrees to schedule 4 nonstop round-trip flights each weekday between TWF and SLC for the duration of this agreement. Weekend days will typically include frequency reductions to better match capacity with lower demand. All frequencies are to be scheduled on a nonstop basis and with aircraft providing a capacity of 30 seats or greater. A tentative schedule, nonbinding and subject to change, is shown in Appendix B. Operational issues resulting in cancellations will not be billed to the

City. If agreed upon by both parties, additional flights may be added in the future, which would be covered by an amendment to this agreement.

5. Segment operating profits/losses to recompense SkyWest for the agreed upon service levels will be computed upon the conclusion of each of the four three-month periods and City will reimburse SkyWest within thirty days of receipt of any statement of shortfall. City will reimburse SkyWest for the above up to a maximum of \$485,000 during the term of this Agreement.
6. The term of this Agreement shall commence on June 1, 2013, and terminate on May 31, 2014 or until all subsidy funds have been exhausted, whichever comes first. If funds remain after the first year, the agreement may be extended if mutually agreed upon by both sides and at a block hour cost set forth at that time. Either party may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days written notice to the other party. In the unlikely event that the DOT prematurely cancels the grant funding, the City may terminate the Agreement upon giving at least thirty (30) days written notice to SkyWest. The parties to this Agreement understand and agree that it is in either party's sole discretion to cancel the Agreement during the term of the Agreement without penalty to the cancelling party. The parties have no expectations and have received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of Agreement becoming effective.
7. At its sole opinion, the City agrees to use its best effort to promote the new service.
8. SkyWest grants the City and Twin Falls Area Chamber of Commerce the limited right to use all of its and Delta's trademarks, symbols, or other protected intellectual property for the inclusion of such names and/or symbols in any of the media designed and displayed by City and approved by SkyWest Marketing for the purpose of promoting travel on SkyWest and/or Delta Connection to/from the City. To ensure compliance with DOT regulations and SkyWest Airlines branding guidelines, the city agrees to submit any and all content and artwork for any promotions to SkyWest Marketing for prior approval in advance of publication.
9. This Agreement shall be governed by the laws of the State of Idaho. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Idaho.
10. Neither party will be responsible to the other party for its failure to perform its responsibilities hereunder in the event and to the extent that such performance is delayed or prevented for a period of at least fifteen consecutive business days, by any cause beyond its control and not caused by the party claiming relief hereunder, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, riots or the recovery from such cause ("Force Majeure"). Either party may terminate this Agreement immediately if the other Party is unable to perform its obligations hereunder due to any such event, which continues for a period of thirty (30) consecutive days or more.

11. All notices, demands, requests, consents, and approvals by either party to this agreement shall be made in writing and sent by U.S. mail, or by recognized overnight courier, or by hand delivery, or by facsimile transmission (if confirmed by email, overnight courier or hand deliver). All such notices shall be addressed as follows:

To: City of Twin Falls  
PO Box 1907  
Twin Falls, ID 83303  
Attn: Greg Lanting

To: SkyWest Airlines  
444 South River Road  
St. George, UT 84790  
Attn: Michael Thompson

IN WITNESS WHEREOF, the parties hereto affix their duly authorized signatures as of the date set forth on the first page of this Agreement.

THE CITY OF TWIN FALLS, IDAHO

By: \_\_\_\_\_  
Greg Lanting, Mayor

SKYWEST AIRLINES, INC.

By: \_\_\_\_\_  
Michael Thompson, V.P. – Market Development

# Appendix A

## SAMPLE INVOICE

### SkyWest Airlines

Twin Fall, ID to Salt Lake City, UT: Air Service Invoice

9/10/2013

Date Range:	6/1/2013 - 8/31/2013			TWF SLC
Number of round-trips per week				28
Aircraft type				EMB120
Seat count				30
Mileage				175
<b>Passenger Revenue</b>	JUNE	JULY	AUG	TOTALS
Passengers	4,500	4,700	4,800	14,000
Average fare	\$ 122.00	\$ 118.00	\$ 120.00	\$ 119.97
Revenue	\$ 549,000	\$ 554,600	\$ 576,000	\$ 1,679,600
<b>Operational Data</b>				
Total block time (hrs)	235.00	245.00	242.00	722.00
Total RPMs	787,500	822,500	840,000	2,450,000
Total ASMs	1,260,000	1,302,000	1,302,000	3,864,000
Total departures	240	248	248	736
Load factor	63%	63%	65%	63%
<b>Expenses</b>				
Direct operating expenses (\$1825/BH)	\$ 428,875	\$ 447,125	\$ 441,650	\$ 1,317,650
Fuel (actual cost)	\$ 115,150	\$ 120,050	\$ 118,580	\$ 353,780
5% profit margin	\$ 21,444	\$ 22,356	\$ 22,083	\$ 65,883
Total expenses	\$ 565,469	\$ 589,531	\$ 582,313	\$ 1,737,313
Operating income (loss)	\$ (16,469)	\$ (34,931)	\$ (6,313)	\$ (57,713)
<b>Invoice amount</b>				\$ 57,713

## Appendix B

Tentative schedule – subject to change.

MON-FRI			TWF	6:50	7:40	SLC
			TWF	8:20	9:10	SLC
	SLC	11:00	12:01	TWF		
			TWF	12:20	13:17	SLC
	SLC	16:55	17:56	TWF		
			TWF	18:15	19:18	SLC
	SLC	20:00	20:59	TWF		
	SLC	21:55	22:54	TWF		
SAT			TWF	6:50	7:40	SLC
			TWF	8:20	9:10	SLC
	SLC	11:00	12:01	TWF		
			TWF	12:17	13:17	SLC
	SLC	16:55	17:56	TWF		
SUN			TWF	6:50	7:40	SLC
	SLC	11:00	12:01	TWF		
			TWF	12:20	13:17	SLC
	SLC	16:55	17:56	TWF		
			TWF	18:15	19:18	SLC
	SLC	20:00	20:59	TWF		
	SLC	21:55	22:54	TWF		



**Date:** Monday, February 25, 2013  
**To:** Honorable Mayor and City Council  
**From:** Lee Glaesemann P.E., Staff Engineer

---

**Request:**

Consideration of a request to select Andritz Separation as the equipment supplier for the Twin Falls Wastewater Treatment Plant Dewatering Equipment project.

**Time Estimate:**

20 minutes

The staff presentation will take approximately 10 minutes. Staff anticipates some time for questions and answers.

**Background:**

CH2M HILL Engineers, the City's consultant for the Wastewater Treatment Plant, is designing the replacement of the aging Belt Filter Press Dewatering System. The purpose of the project is to provide a reliable solids dewatering system at the wastewater treatment plant. One of the project goals is to select an equipment supplier for the dewatering equipment by means of a competitive pre-selection bid. Pre-selection of the equipment supplier will allow CH2M HILL to more efficiently provide a complete dewatering system design.

On January 16 and 23, 2013 requests for proposals (RFP) for dewatering equipment was advertised. On February 1, 2013, proposals from three equipment suppliers were received and publicly opened.

BDP Industries of Greenwich, New York provided the apparent low bid, but upon evaluation by CH2M Hill Engineers, it was found that the equipment they proposed to supply did not meet the proposal requirements.

CH2M Hill evaluated the remaining proposals and found that Andritz Separation Inc., of Arlington Texas is the lowest bidder that submitted a responsive bid in the amount of \$489,000.

**Approval Process:**

A majority vote by the Council would select the lowest responsive bidder to provide dewatering equipment at the proposed bid price to all bidders on the upcoming Treatment Plant Dewatering System project. The RFP specifies that the successful bidder be notified by a letter or other evidence of acceptance by the City. Following notification of selection the City will confirm the scope of services, bill of materials, and final guaranteed price for the dewatering equipment and services with the selected equipment supplier. The selected equipment supplier's dewatering equipment system will then be specified in the general construction bidding documents and the guaranteed price and scope of services will be available to all bidders

**Budget Impact:**

This project will be funded through bonding, which was judicially confirmed in April of 2011.

Selection of the belt filter press supplier is not obligating the City to purchase the equipment at this time. The selected supplier, equipment, and proposal cost will be included as part of the bid for the future Dewatering System Construction project. The overall construction project is in the early stages of design, so refined estimates are not yet available. Initial estimates are in line with available bond funding.

**Regulatory Impact:**

Approval of this request will allow the City to proceed with the Twin Falls Wastewater Treatment Plant Dewatering Equipment Project which will provide a more reliable dewatering system.

**Conclusion:**

Staff recommends that Andritz Separation be selected and notified as the equipment supplier for the Twin Falls Wastewater Treatment Plant Dewatering Equipment Project.

**Attachments:**

CH2M Hill Letter



CH2M HILL  
322 E. Front St., Suite 200  
Boise, ID 83702  
Tel 208.345.5310  
Fax 208.345.5315

February 20, 2013

Jackie Fields, P.E.  
City Engineer  
324 Hansen St. E.  
Twin Falls, ID 83301

Subject: Twin Falls Wastewater Treatment Plant Dewatering Equipment Pre-selection  
Proposal Report

Dear Ms. Fields:

CH2M HILL is designing the replacement of the aging dewatering system for the City's Wastewater Treatment Plant (WWTP). One of the project goals was to select an equipment supplier for the dewatering equipment by means of a competitive pre-selection bid. Pre-selection of the equipment supplier will allow CH2M HILL to provide a complete design around a single manufacturer. CH2M HILL prepared a request for proposals (RFP) which included specifications for the pre-selection of the dewatering equipment and services; proposals were received on February 1, 2013. Proposals were received from three equipment suppliers: Andritz Separation, Ashbrook Simon-Hartley Operations, and BDP Industries, Inc.

Our bid documents state that the pre-selected equipment supplier will be notified by a letter or other evidence of acceptance to the City certifying their acceptance of the scope of services, bill of materials, and final guaranteed price for the dewatering equipment and services. After this the pre-selected equipment supplier will enter into an agreement with the successful general contractor for the scope of services and guaranteed price at the time of award of the overall construction contract.

Proposals were evaluated based on responsiveness to the RFP and lowest bid price. The proposal from BDP Industries, Inc. was determined to be non-responsive because the equipment being offered did not meet the requirements of the RFP. The RFP specifies that two 2.0 meter belt filter presses be provided. BDP provided a bid for two 1.0 meter belt filter presses. Bid results are summarized below.

Twin Falls Dewatering Equipment Proposal Bid Results Summary

---

<b>Evaluation Factor</b>	<b>Andritz Seperation</b>	<b>Ashbrook Simon-Hartley Operations</b>	<b>BDP Industries, Inc.</b>	<b>Engineer's Estimate</b>
bid price	\$489,000	\$499,950	\$364,900	\$540,000
responsive to RFP?	yes	yes	no	-

The proposal with the lowest bid price that was found to be responsive to the RFP was that from Andritz Seperation for \$489,000. Andritz Seperation has met the criteria established in the request for proposal and technical specification. CH2M HILL recommends that the City select Andritz Seperation as the pre-selected dewatering equipment supplier for this project, and allow CH2M HILL to base the design of the Twin Falls Wastewater Treatment Plant Dewatering Project around the equipment they proposed to furnish in their proposal.

Thank you for your attention in this matter. If you have any questions or require additional information, please contact me.

Sincerely,

CH2M HILL



Troy Thrall, P.E.

Cc: Lee Glaesemann, P.E., Project Manager, City of Twin Falls  
William Leaf, P.E., Project Manager, CH2M HILL  
Toby Palin, P.E., Design Manager, CH2M HILL  
File



**Date:** MONDAY, February 25, 2013  
**To:** Honorable Mayor and City Council  
**From:** Mitchel Humble, Community Development Director

---

**Request:**

Consideration of a request to amend City Code 6-5-2 by the addition of a new subsection (C) providing for a civil penalty for damaged and junked equipment and vehicle violations.

**Time Estimate:**

The staff presentation will take approximately 5 minutes. Following the presentation, time may be needed for questions and answers.

**Background:**

City Code 6-5-2 prohibits junked, damaged, or destroyed vehicles and equipment being placed, discarded, or abandoned on properties. The current penalty for any violation of City Code 6-5-2 falls under the General Penalty provision of the Code and requires a criminal complaint to be filed against the property owner after voluntary compliance is not successful. Criminal Complaints are very time consuming for City Staff, as the cases usually end up in the court system 2 to 3 months after the initial complaint is received. They can also be quite frustrating to complaining parties since violations are not resolved in a timely fashion. Often times the property owners will clean up the property the day before their trial leaving us no choice, but to dismiss the charges. The criminal complaint system does not allow violations to be dealt with in a timely manner.

Realizing that the General Penalty will still be an option for severe cases, City Staff would like to add a Civil Penalty provision, identical to the penalty currently used for violators of City Code 7-5-2, Weeds, Grass and Rubbish Removal. The Civil Penalty has proved to be very successful in regards to Voluntary Compliance and does so in a timely fashion leaving all parties involved satisfied.

The Civil Penalty process involves a Code Enforcement officer issuing a warning notice of violation with a designated re-inspection date for compliance. If the violation is not corrected by the re-inspection date, a civil penalty of \$100.00 shall be assessed for the first violation, \$200.00 for the second violation, and \$300.00 for subsequent violations during the same calendar year. The impending penalty has proven to be a much more successful motivation for violators to clean up the violation than the Criminal Penalty has been.

The City Attorney has prepared an ordinance making the described change to City Code 6-5-2. It is attached for your review. Staff recommends adoption of the ordinance as presented. Staff believes that adoption of the attached ordinance will allow Code Enforcement actions to be taken in a more efficient manner. We also believe the greater compliance will be achieved in a timelier manner.

**Approval Process:**

Should the Council desire to adopt the ordinance tonight, a special motion to waive the rule and place the ordinance on third and final reading by title only will need to be approved. Following the reading of the title, the ordinance can be approved by a simple majority vote of the Council.

**Budget Impact:**

Approval of this request will implement a new violation penalty. That penalty could result in increased fines paid to the Code Enforcement Division. However, the Code Enforcement Division operates with a primary focus of achieving compliance and has a history of working with violators to achieve compliance without needing to issue fines. Therefore, we don't expect a significant increase in revenue as a result of this new penalty.

**Regulatory Impact:**

Approval of this request will allow Code Enforcement personnel to deal with junked vehicle and equipment violations with the same, more effective, process as is used for high weeds and grass violations. The end result will be greater compliance to the Code in a timelier manner.

**Conclusion:**

City Staff recommends that the Council adopt the attached ordinance as presented.

**Attachments:**

1. City Code 6-5-3 with proposed addition
2. Ordinance

## 6-5-2: VEHICLES, EQUIPMENT PROHIBITED ON PROPERTY:

(A) No person shall place, allow, discard, maintain, park or store any dismantled, abandoned, non-operating, junked, damaged or destroyed household goods or equipment, motor vehicles, machinery or miscellaneous property as herein defined upon any public street, alley, sidewalk or other public property within the City. (1958 Code, Ch. VII, Art. 9)

(B) No person, whether he be owner, tenant, occupant, lessee or otherwise of any private property or premises shall place, allow, discard, maintain, park, store or permit to be placed, allowed, discarded, maintained, parked or stored upon said property or premises for a period of time exceeding forty eight (48) hours any dismantled, abandoned, non operating, junked, damaged or destroyed household goods and equipment, motor vehicles, machinery or miscellaneous property as herein defined; provided, however, that the provisions of this subsection shall not apply to any property or premises where said household goods and equipment, motor vehicles, machinery or miscellaneous property is housed within an enclosed building thereon or to any property or premises lawfully operated as a business where the same is a part of said business enterprise and necessary to the operation of said business on said property or premises if kept within an area completely enclosed by a screening fence so that the property enclosed is not visible to the public and to neighboring property owners. (Ord. 2465, 11-7-94)

(C) The City, through its employees, may issue warning notices for any violation of this Section. If the violation is not corrected by the re-inspection date set on the warning notice, a civil penalty of one hundred dollars (\$100.00) shall be assessed for the first violation, two hundred dollars (\$200.00) for the second violation, and three hundred dollars (\$300.00) for the third and subsequent violations during the same calendar year.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING TWIN FALLS CITY CODE §6-5-2 BY THE ADDITION OF A NEW SUBSECTION (C) PROVIDING FOR A CIVIL PENALTY FOR DAMAGED AND JUNKED EQUIPMENT AND VEHICLE VIOLATIONS.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, THAT TWIN FALLS CITY CODE §6-5-2 IS AMENDED BY THE ADDITION OF A NEW SUBSECTION (C) AS FOLLOWS:

“(C) The City, through its employees, may issue warning notices for any violation of this Section. If the violation is not corrected by the re-inspection date set on the warning notice, a civil penalty of one hundred dollars (\$100.00) may be assessed for the first violation, two hundred dollars (\$200.00) for the second violation, and three hundred dollars (\$300.00) for the third and subsequent violations during the same calendar year.”

PASSED BY THE CITY COUNCIL, \_\_\_\_\_, 2013.

SIGNED BY THE MAYOR \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
DEPUTY CITY CLERK



**Date:** Monday, February 25, 2013, Council Meeting  
**To:** Honorable Mayor and City Council  
**From:** Captain Anthony Barnhart, Twin Falls Police Department

---

**Request:**

Discussion regarding the purchase of a Ford SUV patrol vehicle to be used by a canine team and two Ford sedans for use by patrol officers.

**Time Estimate:**

The presentation will take approximately five minutes. Additional time may be needed to answer any questions the Council may have.

**Background:**

For Fiscal Year 2012-2013, the Twin Falls Police Department has a budget of \$135,000 to be used for the purchase of three new patrol vehicles. Based upon the fleet rotation plan the Department has in place, one canine vehicle will be taken off-line and will need to be replaced this year.

Before proceeding to actual purchase, we would like to inform the Council about the reasons our Department will be purchasing an SUV and why we are returning to Ford vehicles.

Due to recent changes in Ford law enforcement vehicles, the Twin Falls Police Department would like to move toward purchasing Ford vehicles once again. The purchase of Ford patrol vehicles was discontinued by the government due to deficiencies in those vehicles. Our Department has purchased Dodge Chargers for the past few years, but several maintenance issues have resulted with the Chargers; the suspensions have really been an issue. During the absence of Ford patrol cars, Dodge filled the gap with vehicles that were not purpose built for police work. In the meantime, Ford has resolved the deficiencies in their law enforcement vehicles and is now on the state bid once again; we are using that state bid to purchase Ford vehicles from a local dealership.

Ford is manufacturing two classifications of police vehicles, a sedan and an SUV. Our agency is considering the purchase of two sedans and one SUV. The SUV would be used for a canine team so that the canine officer is able to house all his/her equipment, training aids for the police service dog, and the police service dog itself.

A police officer currently carries a large amount of equipment in his/her vehicle, including a computer, rifle, shotgun, stop sticks in the trunk, crime scene investigation kits, blankets, battle bag, and first aid equipment. In the past, officers were only required to carry a radar unit and TAC bag in their vehicles.

Rather than getting larger, patrol vehicles are getting smaller and provide less room for the officers to utilize. An officer's patrol vehicle is his/her office during their 12-hour shift. The SUV that Ford has built for law enforcement is more of a crossover vehicle, larger than a sedan but smaller than a Chevrolet Tahoe or Ford Excursion.

The Ford sedan and SUV are built on the same frame and different parts, specifically tires, are interchangeable. This would be an advantage in the event a vehicle is irreparably damaged and could be used for spare parts. Being able to purchase one size of tires would also result in cost savings to the Department and City.

In regard to fuel usage, the Dodge Hemi Charger gets 18 miles per gallon and the Dodge V6 gets 20 miles per gallon in the city versus 20 miles per gallon by the Ford sedan and 18 miles per gallon by the Ford SUV.

**Approval Process:**

None

**Budget Impact:**

None

**Regulatory Impact:**

None

**Conclusion:**

Purchasing the Ford SUV will be a huge advantage for the canine officer, giving him/her more workspace and providing a better work environment for the team. It is also anticipated that moving to Ford vehicles will result in lower maintenance costs than those experienced with the Dodge Chargers.

**Attachments:**

None

AB:aed



## Monday February 25, 2013 City Council Meeting

**To:** Honorable Mayor and City Council

**From:** Dennis J. Bowyer, Parks & Recreation Director

---

### **Request:**

Consideration of funding the construction of Baxter's Park and the Community Garden.

### **Time Estimate:**

Staff presentation will take approximately 10 minutes. Following the presentation, we expect some time for questions and answers.

### **Background:**

Last year, the City Council formally approved the location of the dog park (since been named Baxter's Park) and the community garden at the northeast corner of Blake St. N. and Shoup Ave. W, next to the St. Lukes Canyon View Hospital.

Staff has been working with the Magic Valley Canine Social Club to raise funds for the dog park. At this time, the club has raised over \$17,000 with a goal of \$45,000 (cost estimates for irrigation, fencing, and drinking fountain). The club is working with the Twin Falls Community Foundation as all funds that they raised are being funneled to the foundation. They are currently raising funds by brick sales through the foundation and people can donate through their City water bills. Also they are working on a couple of other ideas to raise funds.

The group that is leading the community garden effort is also raising funds for their project. Staff applied for a community garden grant from the Darden Restaurants Foundation thru the National Recreation and Park Association, we just received an email on February 19<sup>th</sup> stating we did not receive the grant (we requested \$6,800).

The City Council directed staff to come up with cost estimates for the dog park and community garden, with the idea of the dog park will use all the property at Blake and Shoup and have the community garden at the recently donated property the City acquired along the north side of Filer Avenue West, in between Wendell St. and Grandview Dr. N. If the dog park uses all the property at Blake and Shoup, then the site would be divided up into three areas so one area would rest every third year to prevent overuse. Attached is a proposed site plan for Baxter's Park.

Attached are cost estimates for a completed dog park at Blake and Shoup and for a community garden along Filer Ave. W. There are some areas that volunteers will be able and willing to help out – installation of fencing, planting trees, and installation of benches. Also there are areas that City staff could do some of the work – installation of the irrigation system, install the water and sewer lines for the restroom, installation of the underground power for the restroom and pump, the parking lots, installation of drinking fountains, and installation of trees and benches. Attached is a proposed site plan for the community garden.

### **Approval Process:**

To expend funds for these two projects requires a majority vote of the City Council.

**Budget Impact:**

There are no funds budgeted this year for construction of a dog park or a community garden. Funds would have to come from unused capital improvement projects from this year, or from the contingency fund, or from reserves.

**Regulatory Impact:**

None

**Conclusion:**

Staff is seeking direction from the City Council if the City will have funding available to construct the dog park and the community garden this budget year.

**Attachment:**

1. Cost Estimates
2. Proposed Site Plan for Baxter's Park
3. Proposed Site Plan for the Community Garden

<b>Cost Estimates for Baxter's Park</b>		
<b>Curb/Gutter/Sidewalk</b>		
	Shoup Ave W (310')	\$ 14,000.00
	Blake St. N (350')	\$ 16,000.00
	Engineering Design Fees	\$ 10,000.00
		<b>\$ 40,000.00</b>
<b>Irrigation</b>		
	Materials	\$ 20,000.00
	Installation	\$ 20,000.00
	Pump & Filter	\$ 3,500.00
		<b>\$ 43,500.00</b>
<b>Seeding</b>		
	Drill Seeding	\$ 4,000.00
	Seed Mix	\$ 1,500.00
		<b>\$ 5,500.00</b>
<b>Restrooms</b>		
	Similar to Drury Park	\$ 40,000.00
<b>Fencing - 2100 linear feet</b>		
	Materials	\$ 24,000.00
	Installation	\$ 20,000.00
		<b>\$ 44,000.00</b>
<b>Utilities</b>		
Domestic Water		
	Restroom	\$ 2,000.00
	Drinking Fountains	\$ 500.00
		<b>\$ 2,500.00</b>
Sewer Line		
	Restroom	\$ 5,000.00
Power for restroom & pump		
	Materials & Labor	\$ 3,800.00
<b>Walking Paths along Fences</b>		
	Pumice	\$ 9,000.00
<b>Parking Lot - By Streets Dept.</b>		
	Materials	\$ 4,000.00
<b>Amenities</b>		
	Drinking Fountains (3)	\$ 12,000.00
	Shelter w/Tables (3)	\$ 60,000.00
	Benches (6)	\$ 1,800.00
	Trees (15)	\$ 4,500.00
		<b>\$ 78,300.00</b>
	<b>Grand Total</b>	<b>\$275,600.00</b>

<b>Cost Estimates for Community Garden</b>			
<b>Curb/Gutter/Sidewalk</b>			
	Filer Ave W (530')		\$ 24,000.00
	Engineering Design Fees		\$ 5,000.00
			<b>\$ 29,000.00</b>
<b>Irrigation</b>			
	Materials		\$ 6,000.00
	Installation		In Kind
	Pump & Filter		\$ 3,500.00
			<b>\$ 9,500.00</b>
<b>Parking Lot - By Streets Dept</b>			
	Materials		\$ 4,000.00
	Additional Curbing		\$ 10,000.00
			<b>\$ 14,000.00</b>
<b>Fencing</b>			
	Materials		\$ 7,500.00
	Installation		\$ 7,500.00
			<b>\$ 15,000.00</b>
<b>Edging Materials for Plots</b>			
	Material		\$ 5,000.00
<b>Utilities</b>			
Domestic Water			
	Restroom		\$ 1,000.00
	Drinking Fountain		\$ 500.00
			<b>\$ 1,500.00</b>
Sewer Line			
	Restroom		\$ 2,000.00
Power for restroom & pump			
	Materials & Labor		\$ 3,800.00
<b>Restrooms</b>			
	Similar to Drury Park		\$ 40,000.00
	<b>Grand Total</b>		<b>\$119,800.00</b>

# Baxter's Park



# Community Garden





Date: February 25, 2013 --- City Council Meeting

To: Honorable Mayor and City Council

From: Jeannette Roe, Twin Falls Senior Center

---

**Request:**

Approval of a resolution authorizing the Mayor to sign and submit an application to the Idaho Department of Commerce to partially finance improvements to the Twin Falls Senior Center.

**Time Estimate:**

The presentation will be approximately 10 minutes.

**Background:**

This is an application to help make necessary improvements to the Twin Falls Senior Center to better provide services to the users of the facility. No funds from the City are being requested. The Idaho Department of Commerce – Community Development Block Grant (ICDBG) program is designed to assist Senior Centers to modify or build infrastructure that will assist the community's low- and moderate-income residents. The proposed project will meet the guidelines and requirements of the ICDBG program.

**History:**

The Idaho Department of Commerce – ICDBG program has assisted the City many times in the past. These funds, if awarded, would not interfere with any other current or prospective City / ICDBG Projects.

**Budget Impact:**

No City funds are being requested for match. Any matching funds will come from the Twin Falls Senior Center. The ICDBG application request will not exceed \$150,000.

**Regulatory Impact:** None

**Conclusion:**

In order for the Senior Center to submit an application to the Idaho Department of Commerce, the Council must hold a public hearing on the application; and then determine if the Council will authorize the Mayor to sign and submit the application.

**Attachments:**

Resolution  
Public Hearing Notice

RESOLUTION \_\_\_\_\_

CITY OF TWIN FALLS  
SIGN AND SUBMIT AUTHORIZATION

**A RESOLUTION OF THE COUNCIL, CITY OF TWIN FALLS, IDAHO, AUTHORIZING THE MAYOR TO SIGN AND SUBMIT AN APPLICATION FOR AN IDAHO COMMUNITY DEVELOPMENT BLOCK GRANT TO PARTIALLY FINANCE THE CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS TO THE TWIN FALLS SENIOR CENTER.**

**WHEREAS**, the City of Twin Falls understands the value of supporting the Twin Falls Senior Center; and

**WHEREAS**, the City Council has determined it is in the best interest of the community to assist the Senior Center in this effort; and

**WHEREAS**, the Twin Falls Senior Center is seeking the financial assistance of the Idaho Department of Commerce through the Idaho Community Development Block Grant program to help finance a portion of these public improvements.

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL FOR THE CITY OF TWIN FALLS, IDAHO**, that the Mayor is hereby authorized to sign and submit appropriate application materials to the Idaho Department of Commerce for funds to assist the Twin Falls Senior Center with the construction of infrastructure improvements that will help the Senior Center's efforts to support the City of Twin Falls Community.

Adopted this 25<sup>th</sup> day of February, 2013.

\_\_\_\_\_  
Greg Lanting, Mayor

Attest: \_\_\_\_\_  
Leila Sanchez, Deputy City Clerk

## Notice of Public Hearing

The City of Twin Falls is submitting a proposal to the Idaho Department of Commerce for an Idaho Community Development Block Grant (ICDBG) in an amount of no more than \$150,000. The proposed project is to make improvements to the Twin Falls Senior Center. The hearing will include a discussion of the application, scope of work, budget, schedule, benefits of the project, how ICDBG funds will benefit low and moderate income persons, and location of the proposed project. The application, related documents, and ICDBG Application Handbook will be available for review.

The hearing has been scheduled for 6:00 pm, local time on February 25, 2013 at the Twin Falls City Council Chambers, located at 305 Third Avenue East. Verbal and written comments will be accepted prior to and at the hearing.

The hearing will be held in a facility that is accessible to persons with disabilities. Special accommodations will be available, upon request, five (5) days prior to the hearing in a format that is usable to persons with disabilities. For more information, contact Leila A. Sanchez at (208) 735-7287

/s/ \_\_\_\_\_  
Mayor Greg Lanting

/s/ \_\_\_\_\_  
P.O. Box 1907

/s/ \_\_\_\_\_  
Twin Falls, Idaho 83303

This Notice can be provided in a format accessible to persons with disabilities and/or persons with limited English proficiency upon request.

*Al ser solicitada, ésta notificación puede ser proveída en un formato fácil de usar para personas con discapacidad y/o personas con conocimientos limitados del Inglés.*

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