

COUNCIL MEMBERS:

Suzanne Hawkins	Jim Munn	Shawn Barigar	Chris Talkington	Gregory Lanting	Don Hall	Rebecca Mills Sojka
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Vice Mayor

Mayor



AGENDA

Meeting of the Twin Falls City Council
Monday, May 12, 2014
 City Council Chambers
 305 3rd Avenue East -Twin Falls, Idaho

5:00 P.M.

PLEDGE OF ALLEGIANCE TO THE FLAG
 CONFIRMATION OF QUORUM
 CONSIDERATION OF THE AMENDMENTS TO THE AGENDA
 PROCLAMATION:

- National Public Works Week - May 18 through the 24th. Request made by Jon Caton, Twin Falls Public Works Director.
- National Police Week - May 11 through May 17, 2014 and Peace Officer’s Memorial Day May 15, 2014. Request made by JP O’Donnell, Twin Falls Police Department.

GENERAL PUBLIC INPUT		
AGENDA ITEMS	Purpose	By:
I. <u>CONSENT CALENDAR:</u> 1. Consideration of a request to approve the Accounts Payable for May 6 – May 12, 2014. 2. Consideration of a request to accept a single family zero lot line dwelling Improvement Deferral Agreement for the purpose of constructing certain improvements along Tyler Street on the property located at 371 Tyler Street. 3. Consideration of a request to accept a signal family zero lot line dwelling Improvement Deferral Agreement for the purpose of constructing certain improvements along Tyler Street on the property located at 373 Tyler Street. 4. Consideration of a request to approve the Western Days Special Events Application (May 30–June 1, 2014) and Western Days Parade Application (May 31, 2014). 5. Consideration of a request to approve a Half Marathon sponsored by the Magic Valley Community Fun Run Organization to be held on Saturday, May 31, 2014.	<u>Action</u> Action Action Action Action	<u>Staff Report</u> Sharon Bryan Troy Vitek Troy Vitek Ryan Howe Ryan Howe
II. <u>ITEMS FOR CONSIDERATION:</u> 1. Presentation of Certificates of Appreciation to Hannah Bello, Nolan Stroup and Katie Wilkins in recognition of their service on the Twin Falls City Youth Advisory Council. 2. Presentation of a service plaque to Craig Manning in recognition of his service on the Parks & Recreation Commission. 3. Presentation of an Executive Certificate, the highest certificate awarded to peace officers in the State of Idaho, to Chief Brian T. Pike of Twin Falls Police Department. 4. Consideration of a request to adopt an ordinance for a Zoning District Change and Zoning Map Amendment from R-6 PRO to C-1; commercial/retail, for a property located on the south side of the 200 block of Shoup Ave West for Cowboy Investments. 5. Consideration of a request to appeal the City's decision to disqualify Allstate Construction from bidding on the Waste Water Treatment Plant Improvement Project. 6. Consideration of a request to allow a proposed Underwater Park to be installed at Dierkes Lake. 7. Consideration of a request to approve the Air Magic Valley Air Show “Celebrating Freedom” to be held at the Magic Valley Regional Airport, Joslin Field, on June 20 – June 22, 2014.	Presentation Presentation Presentation Action Action Action Action	Suzanne Hawkins Dennis Bowyer William L. Fink Peace Officer Standards & Training Mitchel Humble Troy Vitek Paul Melni, Master Scuba Diver TrainerEFR Instructor Dennis Bowyer Dennis Pullin

(Continued)

<p>8. Consideration of a request to purchase property adjacent to the Waste Water Treatment Plant (WWTP) from David Perrine and Anne Scott in the amount of \$60,356.79.</p> <p>9. Discussion and possible action on submitting a letter of support of developing the US-93 corridor into Interstate 11 that is a part of the proposed NAFTA corridor.</p> <p>10. Presentation on the City of Twin Falls finances for the first 6 months of fiscal year 2013-2014. The presentation will include a historical overview of the tax-supported funds and the three major enterprise funds, Water, Wastewater, and Sanitation.</p> <p>11. Public input and/or items from the City Manager and City Council.</p>	<p>Action</p> <p>Discussion/ Possible Action</p> <p>Presentation</p>	<p>Troy Vitek</p> <p>Travis Rothweiler</p> <p>Lorie Race</p>
<p>III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u></p>		
<p>IV. <u>PUBLIC HEARINGS:</u> <u>6:00 P.M.: None</u></p>		
<p>V. <u>ADJOURNMENT:</u></p> <p>Executive Session 67-2345 (1)(c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.</p>		

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

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
NATIONAL PUBLIC WORKS WEEK
“BUILDING FOR TODAY, PLANNING FOR TOMORROW”



WHEREAS, public works infrastructure, facilities and services are of vital importance to sustainable communities and to the health, safety and well-being of the people of Twin Falls, Idaho.

WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers and employees. These dedicated individuals are responsible for and must plan, design, operate and maintain the transportation, water supply, water treatment, solid waste systems, public buildings and other structures and facilities essential to serve the citizens of Twin Falls, Idaho.

WHEREAS, it is in the public interest for citizens, civic leaders and children in the community to gain knowledge of and to maintain an interest and understanding of the importance of public works programs in our community, and to provide information and understanding of public works programs to local school children and to celebrate this year's National Public Works Week theme, the City of Twin Falls Street Department will once again be participating in the Twin Falls School District's, Careers on Wheels Day event to be held at the CSI Expo Center on May 21, 2014.

THEREFORE, I, Don Hall, Mayor of Twin Falls, proclaim the week of May 18th through May 24th, Public Works Week, in Twin Falls, Idaho, and urge all citizens of the City of Twin Falls to join with the American Public Works Association to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they have made to our communities health, safety, welfare and quality of life.

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

Mayor Don Hall

Attest: Deputy City Clerk Leila A. Sanchez
Date: May 12, 2014

Office of the Mayor
City of Twin Falls, Idaho
PROCLAMATION



A **PROCLAMATION** by the Mayor of the City of Twin Falls Idaho, declaring Sunday, May 11 through Saturday May 17, as National Police Week and May 15, 2014, as Peace Officer's Memorial Day.

WHEREAS, the Congress and President of the United States have designated the week in which May 15 falls as National Police Week; and

WHEREAS, the members of the law enforcement agency of the City of Twin Falls play an essential role in safeguarding the rights and freedoms of the residents of the City of Twin Falls; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement agency and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder and by protecting the innocent against deception and the week against oppression; and

WHEREAS, the men and women of the law enforcement agency of the City of Twin Falls unceasingly provide a vital public service;

Now, therefore, I, Don Hall, Mayor of the City of Twin Falls, call upon all citizens of the City of Twin Falls and upon all patriotic, civic and educational organizations to observe the week of May 11 through May 17, 2014, as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in doing so, have established themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

Furthermore, I call upon all citizens of the City of Twin Falls to observe May 15, 2014, as Peace Officer's Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their communities or have become disabled in the performance of duty and let us recognize and pay respect to the survivors of our fallen heroes.

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

Mayor Don Hall

Attest: Deputy City Clerk Leila A. Sanchez
Date: May 12, 2014



Date: Monday, May 12, 2014
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to accept a single family zero lot line dwelling Improvement Deferral Agreement for the purpose of constructing certain improvements along Tyler St, on the property located at 371 Tyler St.

Time Estimate:

The staff presentation will take approximately 2 minutes.

Background:

371 Tyler St.

Parcel is 0.097 Acres and is located between Filer Ave. and Heyburn Ave. City Code 10-11-5 (B) 3 states the City Engineer may defer construction if the improvement would create a traffic hazard or unusual drainage problem.

Budget Impact:

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

Conclusion:

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

Attachments:

1. Curb-Gutter and Sidewalk Deferral Agreement.

CURB-GUTTER AND SIDEWALK IMPROVEMENT DEFERRAL AGREEMENT

This Agreement made and entered into this _____ day of _____, 20____, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City", and Habitat for Humanity of the Magic Valley hereinafter called "Developer", for the purpose of constructing certain improvements on property sought to be developed at 371 Tyler St.

WHEREAS, Developer certifies that he is the owner in fee simple or the authorized agent of the owner in fee simple of the real property described on the attached Exhibit "A"; and,

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

WHEREAS, Developer desires to develop said real property in the following manner: Single family zero lot line dwelling; and,

WHEREAS, the Developer is obligated to construct certain improvements, namely curb-gutter and sidewalk, pursuant to Title 10, Chapter 11 of the Twin Falls City Code; and,

WHEREAS, the City is authorized, pursuant to Twin Falls City Code Section 10-11-5(B)(2) to defer said improvements; and,

WHEREAS, the City Council on _____ agreed to defer construction of the aforementioned improvements,

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

I.

City agrees: 1) to defer construction of the required curb-gutter and sidewalk until _____, or until such time as the obligation of curb-gutter and sidewalk construction on adjacent property or properties allows the City Engineer to require construction under the conditions specified in City Code Section 10-11-5(B)(2).

II.

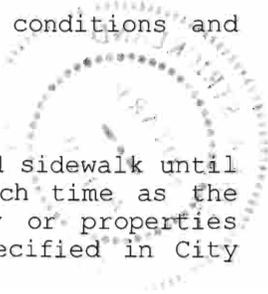
Developer agrees to: 1) complete construction of curb-gutter and sidewalk on the real property described above when required by the City Council.

III.

Developer further agrees that in the event the Developer fails to complete the aforementioned construction, the City may complete the construction at the City's expense and may file a lien against the aforementioned property for expenses incurred by the City in said construction.

IV.

Developer agrees to pay the total actual cost of all materials, labor and equipment necessary to completely construct all of the improvements required herein and to construct or contract for the construction of all such improvements.



Developer agrees to request in writing that the City Engineer and any other required department of the City make the following inspections and to not proceed with construction until the required inspection is complete and the work has been approved in writing by the City Engineer or his authorized inspector. All such inspections shall be scheduled fifteen (15) days prior to beginning work and the request for an inspection shall be made one working day before the required inspection. Developer agrees to apply all costs resulting from his failure to properly schedule and request a required inspection or from proceeding with work before receiving approval to proceed. Developer agrees to remove or correct any rejected, unapproved or defective work or materials all as required by the City Engineer.

Required inspections shall include: 1) approval of all materials before inspection; 2) approval of forms and gravel base before pouring any concrete curb-gutter and sidewalk; and 3) approval of finished curb-gutter and sidewalk.

VI.

The Developer agrees to: 1) allow the City full and complete access to the construction; 2) provide all materials necessary to conduct all tests; and 3) provide the equipment and perform or have performed any testing of manufactured materials required by the City Engineer.

VII.

Developer agrees to obtain any necessary permits from the Twin Falls Highway District or the State of Idaho Department of Highways prior to construction improvements on their respective rights-of-way if said permits are required by the aforementioned agencies. A certified copy of said permit or the original of said permit shall be submitted to the City prior to beginning construction thereon.

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

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

CITY OF TWIN FALLS, IDAHO

BY _____ Mayor

Linda Fleming, Executive Director for: For Humanity of the Magic Valley, Inc.



STATE OF IDAHO

STATE OF IDAHO

On this ___ day of _____, 20___, before me a notary public in and for said State, personally appeared Linda Fleming

On this ___ day of _____, 20___, before me a notary public in and for said State, personally appeared _____

known to me to be the person who name subscribed to the within instrument, and acknowledged to me that _____ executed the same.

known to me to be the person who name subscribed to the within instrument, and acknowledged to me that _____ executed the same.

Lisa A. Strickland
Notary Public
Residing in Jerome County
Expires 8/28/12

Notary Public
Residing in _____
Expires _____



Date: Monday, May 12, 2014
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to accept a single family zero lot line dwelling Improvement Deferral Agreement for the purpose of constructing certain improvements along Tyler St, on the property located at 373 Tyler St.

Time Estimate:

The staff presentation will take approximately 2 minutes.

Background:

373 Tyler St.

Parcel is 0.097 Acres and is located between Filer Ave. and Heyburn Ave. City Code 10-11-5 (B) 3 states the City Engineer may defer construction if the improvement would create a traffic hazard or unusual drainage problem.

Budget Impact:

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

Conclusion:

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

Attachments:

1. Curb-Gutter and Sidewalk Deferral Agreement.

CURB-GUTTER AND SIDEWALK IMPROVEMENT DEFERRAL AGREEMENT

This Agreement made and entered into this _____ day of _____, 20____, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City", and Habitat for Humanity of the Magic Valley hereinafter called "Developer", for the purpose of constructing certain improvements on property sought to be developed at 373 Tyler St.

WHEREAS, Developer certifies that he is the owner in fee simple or the authorized agent of the owner in fee simple of the real property described on the attached Exhibit "A"; and,

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

WHEREAS, Developer desires to develop said real property in the following manner: Single family zero lot line dwelling; and,

WHEREAS, the Developer is obligated to construct certain improvements, namely curb-gutter and sidewalk, pursuant to Title 10, Chapter 11 of the Twin Falls City Code; and,

WHEREAS, the City is authorized, pursuant to Twin Falls City Code Section 10-11-5(B)(2) to defer said improvements; and,

WHEREAS, the City Council on _____ agreed to defer construction of the aforementioned improvements,

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

I.

City agrees: 1) to defer construction of the required curb-gutter and sidewalk until _____, or until such time as the obligation of curb-gutter and sidewalk construction on adjacent property or properties allows the City Engineer to require construction under the conditions specified in City Code Section 10-11-5(B)(2).

II.

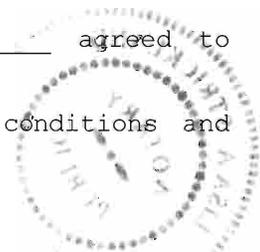
Developer agrees to: 1) complete construction of curb-gutter and sidewalk on the real property described above when required by the City Council.

III.

Developer further agrees that in the event the Developer fails to complete the aforementioned construction, the City may complete the construction at the City's expense and may file a lien against the aforementioned property for expenses incurred by the City in said construction.

IV.

Developer agrees to pay the total actual cost of all materials, labor and equipment necessary to completely construct all of the improvements required herein and to construct or contract for the construction of all such improvements.



Developer agrees to request in writing that the City Engineer and any other required department of the City make the following inspections and to not proceed with construction until the required inspection is complete and the work has been approved in writing by the City Engineer or his authorized inspector. All such inspections shall be scheduled fifteen (15) days prior to beginning work and the request for an inspection shall be made one working day before the required inspection. Developer agrees to apply all costs resulting from his failure to properly schedule and request a required inspection or from proceeding with work before receiving approval to proceed. Developer agrees to remove or correct any rejected, unapproved or defective work or materials all as required by the City Engineer.

Required inspections shall include: 1) approval of all materials before inspection; 2) approval of forms and gravel base before pouring any concrete curb-gutter and sidewalk; and 3) approval of finished curb-gutter and sidewalk.

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The Developer agrees to: 1) allow the City full and complete access to the construction; 2) provide all materials necessary to conduct all tests; and 3) provide the equipment and perform or have performed any testing of manufactured materials required by the City Engineer.

VII.

Developer agrees to obtain any necessary permits from the Twin Falls Highway District or the State of Idaho Department of Highways prior to construction improvements on their respective rights-of-way if said permits are required by the aforementioned agencies. A certified copy of said permit or the original of said permit shall be submitted to the City prior to beginning construction thereon.

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

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

CITY OF TWIN FALLS, IDAHO

BY _____ Mayor

Linda Fleming - Executive Director for Habitat for Humanity of the Magic Valley, Inc.



STATE OF IDAHO

On this ___ day of _____, 20___, before me a notary public in and for said State, personally appeared Linda Fleming

known to me to be the person who name subscribed to the within instrument, and acknowledged to me that _____ executed the same.

Lisa A. Strickland
Notary Public
Residing in Jerome County
Expires 8/25/12

STATE OF IDAHO

On this ___ day of _____, 20___, before me a notary public in and for said State, personally appeared _____

known to me to be the person who name subscribed to the within instrument, and acknowledged to me that _____ executed the same.

Notary Public
Residing in _____
Expires _____



Date: Monday, May 12, 2014, Council Meeting
To: Honorable Mayor and City Council
From: Sergeant Ryan Howe, Twin Falls, Police Department

Request:

Consideration of a request to approve the Western Days Special Events Application and Western Days Parade Application. Western Days is scheduled to be held on Friday, May 30; Saturday, May 31; and Sunday, June 1, 2014. The Western Days Parade is scheduled to be held on Saturday, May 31, 2014.

Time Estimate:

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

Background:

The opening ceremonies for the 32nd Annual Twin Falls Western Days event are scheduled for Friday, May 30, 2014, at 5:00 p.m. at the City Park. The Western Days Committee is requesting the following:

- Friday, May 30, 2014 5:00 p.m. to 9:00 p.m. - Opening ceremonies at the City Park with live music from 6:00 p.m. to 9:00 p.m., beer garden, food and craft vendors. There will also be amusement rides provided in the park for this year's event.
- Saturday, May 31, 2014 9:00 a.m. to 9:00 p.m. - Parade to start at 10:00 a.m. Events in the park will include live music from 1:00 p.m. to 9:00 p.m., beer garden, food and craft vendors. There will also be amusement rides provided in the park for this year's event.
- Sunday, June 1, 2014 10:00 a.m. to 8:00 p.m. - Live music beginning at 1:30 p.m. to 8:00 p.m., beer garden, food and craft vendors. There will also be amusement rides provided in the park for this year's event.

The Western Days Committee is requesting to host the Funtime Carnival Company from Payette, Idaho, for the 2014 Western Days Event. There will be seven (7) rides which will include a Ferris wheel, merry-go-round and kiddy rides. The amusement rides will be contained within the boundaries of the Twin Fall City Park, located on the north side of the park.

Marvin Pierce, owner of the Pioneer Club, will obtain the alcohol catering license for the event. The proposed beer garden schedule is as follows:

Friday, May 30, 2014	5:00 p.m. to 8:00 p.m.
Saturday, May 31, 2014	11:00 a.m. to 7:00 p.m.
Sunday, June 1, 2014	12:00 a.m. to 6:00 p.m.

Identification bracelets will be issued and required to be worn in order to be served at the designated beer garden. Those purchasing and consuming beer will have to remain in the designated beer garden boundaries and will not be allowed to possess or consume alcohol outside of the designated boundary. The boundary will be constructed of fencing, which will be signed as the designated beer garden. This area will be approximately 70 feet by 70 feet. All event activities in the park will cease by 9:00 p.m. on Friday and Saturday, and 8:00 p.m. on Sunday. During the after-hours time frame of the Western Days Event, the Western Days Committee must have someone stay on site at the beer garden while beer is left at the park. The beer at the beer garden cannot be left unattended at any time.

Event organizers are required to arrange for all trash to be picked up after each day's activities.

After a review of last year's event, the Twin Falls Police Department's Administrative Staff has decided that Twin Falls Police Officers will provide security in the park for these events. The Officers will be scheduled to begin work after the beer garden is opened and will continue until one (1) hour after the beer garden is closed each day. The schedule for Officers will be as follows:

Friday, May 30, 2014	5:00 p.m. through 9:00 p.m.	Six (6) Police Officers
Saturday, May 31, 2014	11:00 p.m. through 8:00 p.m.	Eight (8) Police Officers
Sunday, June 1, 2014	12:00 p.m. through 7:00 p.m.	Four (4) Police Officers

It should be noted that during the past six years, the Twin Falls Police Department has recommended law enforcement security for this event. The number of sworn Officers required is based primarily on the last six years' documented history and expected crowd size. The number of Officers working this event over the past few years had been reduced. However, due to the size of the event increasing each year and based on calls for service, the number of security Officers is being kept the same as the previous year for each day of the event. The Western Days Committee has requested a street closure for Friday and Saturday to accommodate a three-on-three basketball tournament. Last year, this tournament increased the crowd size at the park. The street will remain closed on Sunday for a trial bike exposition by Keith Adams.

Our evaluation of this event considered the following factors:

1. History: 2013 Western Days Event

- The 2013 Western Days event included 37 calls for service. Each call required a minimum two-officer response due to the crowd size.
- Friday, May 31, 2013 - 6:00 p.m. to 9:00 p.m. (6 Officers)
 - 2 calls for service
 - 1 call for intoxicated individual
 - 1 open beer in the park
- Saturday, June 1, 2013 - 12:00 p.m. to 9:00 p.m. (8 Officers)
 - 30 calls for service
 - 3 reports of beer outside beer garden
 - 9 found/lost property
 - 1 person selling puppies in park
 - 1 report of people sneaking into beer garden
 - 12 missing/found children
 - 1 public works call for damage to bathrooms
 - 2 drunk individuals in park
 - 1 disturbance
- Sunday, June 2, 2013 – 1:00 p.m. to 7:00 p.m. (6 Officers)
 - 5 calls for service
 - 1 battery
 - 1 disturbance
 - 1 missing child
 - 1 fight call
 - 1 beer outside beer garden

2. Expected Crowd Size:

- Based on previous years' estimates, 30,000 to 40,000 people will be attending the three-day event.

3. Traffic Concerns:

- The parade requires the closure of numerous intersections and coordination between various City Departments and the Idaho Transportation Department.
- There will be a three-day street closure between Friday, May 30, 2014, and Sunday, June 1, 2014, for the three-on-three tournament and trial bike demonstration.

- I have reviewed the application, traffic control plan, and the manpower issues that this event will create. In my opinion, there is an effective plan in place which addresses these issues.

4. Alcohol Sales/Live Amplified Music:

- Alcohol will be sold in conjunction with live bands playing amplified music for several hours during each day of the event. Those purchasing and consuming alcohol will be required to stay within the designated boundaries of the beer garden.

5. Electrical Concerns:

- The Twin Falls Building Department requires that an electrical permit be purchased by the Western Days Committee in the event any electrical-powered rides or entertainment are provided for the public, excluding the use of the Band Shell. The power source and equipment must pass an electrical inspection per the Twin Falls City Electrical Inspector.

6. Insurance Security Bond:

- The Western Days Committee will provide the required comprehensive general liability insurance policy in the amount of Five Hundred Thousand Dollars (\$500,000), with the City of Twin Falls named as a certificate holder, written by a company authorized to write insurance policies within the State of Idaho, and filed with the Chief of Police or his/her designee. Applicants must also execute indemnification and hold harmless provisions contained within the application.

7. Interest to City of Twin Falls:

- The Twin Falls Police Department and the City of Twin Falls feel the necessity to make this a safe event for the citizens of our community. The required security by the Twin Falls Police is an effort to ensure the safety of all participants.

Approval Process:

Consent of the City Council

Budget Impact:

The Council's approval of this request will impact the City budget as follows:

In order to make the Western Days Parade successful each year, we have approximately 50 people from various volunteer groups (Reserves and Citizens on Patrol) and different law enforcement agencies assisting with the parade event. Without their assistance, we could not host a special event of this size. In addition to the volunteers, the Twin Falls Police Department has required 24 of our employees to staff this event and to cover the parade route and road closures. Special events of this kind require a briefing of personnel, sufficient time to block intersections and allow traffic to become accustomed to the change, the event itself, and the breakdown of traffic control devices. The entire event will take approximately six (6) hours. Last year the approximate overtime cost to the City was \$6,336.00. Historically,

costs associated with this special event were included in the Police Department's overtime budget. An alternate plan has been developed to use employees from Road Work Ahead to augment volunteers and necessary Twin Falls Police employees. The total cost of utilizing 12 Road Work Ahead employees combined with 12 Police personnel is approximately \$4,914. This plan allows for adequate Police coverage and customer service, while also utilizing resources more efficiently. This is a total savings to the City of \$1,422 in comparison to last year's costs.

The Twin Falls City Street Department will also have two (2) employees available for four (4) hours each to assist with cones and barricades at a total overtime cost of \$320.00.

The total overtime hours for sworn Officers to provide security for all three days in the park are 124 hours; therefore, the total cost of overtime is \$5,456.00. Representatives from the Western Days Committee were advised that they will be responsible for the overtime costs associated with security. These have been included in the recommendations to Council. The Western Days Committee will be responsible for additional security costs if more Officers are required to respond to the City Park during this event.

The total cost of overtime, if all security is provided by the Twin Falls Police Department, is \$5,456.00. The Western Days Committee has requested to use the Twin Falls County Sheriff's Office Reserve Deputies for a portion of the security in the park. The costs for security if manpower is divided equally between the Twin Falls Police Department and the Twin Falls County Sheriff's Reserve Deputies will be approximately \$2,728 for the City of Twin Falls and approximately \$1,400 for the County's Reserve Deputies. Representatives from the Western Days Committee were advised that they will be responsible for the overtime costs associated with security. These have been included in the recommendations to Council. The Western Days Committee will be responsible for additional security costs if more Officers are required to respond to the City Park during this event. Any additional costs incurred by the Western Days Committee or their vendors, such as electrical company call outs for the City Park or other incidents which incur a billing will be paid by the Western Days Committee. The Western Days Committee will be required to make payment in full to the City of Twin Falls within sixty (60) days of the conclusion of the event for the total cost of security and any additional costs incurred.

Regulatory Impact:

N/A

Conclusion:

Several relevant City Staff members met and approved the Special Events Application and Parade Application submitted for the annual Twin Falls Western Days Parade and festivities to be held May 30 through June 1, 2014, based on the information provided above.

Agenda Item for May 12, 2014
From Sergeant Ryan Howe
Page Six

Twin Falls Police Staff recommends that the City Council approve the Special Events Application submitted for the annual Twin Falls Western Days Parade and festivities to be held May 30, 2014, through June 1, 2014, based on the information provided above.

Attachments:

None

RH:aed



Date: Monday, May 12, 2014, Council Meeting
To: Honorable Mayor and City Council
From: Sergeant Ryan Howe, Twin Falls Police Department

Request:

Consideration of a request to approve a Half Marathon sponsored by the Magic Valley Community Fun Run Organization. This event will be held on Saturday, May 31, 2014, and will coincide with the Western Days Event and Parade.

Time Estimate:

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

Background:

The Magic Valley Community Fun Run Organization's Half Marathon is a two-part event. This event is planned to run in conjunction with the Western Days Event. The race starts in the lot east of the Depot Grill. The Half Marathon walkers will begin at 6:30 a.m. and the Half Marathon runners will begin at 7:30 a.m. There will be an additional 5K race starting at 8:30 a.m.

The Half Marathon participants will leave the area of the Depot Grill and go North onto Shoshone Street towards Blue Lakes Boulevard. At Blue Lakes Boulevard, the runners and walkers will go north until they reach Falls Avenue. At Falls Avenue, the roads will be closed for parade preparation. Runners and walkers will travel west until they reach Frontier Road. At Frontier Road, runners and walkers will travel north until they reach North College Road. They will travel east until Fillmore Street. At Fillmore Street, participants will travel north until they reach Pole Line Road. At Pole Line Road, participants will take the sidewalk and eventually the Canyon Rim Trail that travels under Pole Line Road. Participants will continue on the trail, traveling north and west until they reach Washington Street North and Federation Road. Participants will continue west on Federation Road until they reach Canyon Rim Drive. They will take Canyon Rim Drive until they reach Grandview Drive. At Grandview Drive, participants will travel south until they reach Filer Avenue West. At Filer Avenue West, participants will travel west until the road ends at the Rock Creek Trail System. Participants will take the Rock Creek Trail System until it crosses Addison Avenue West near County West. They will be assisted by the Twin Falls Police Department in crossing Addison Avenue West where they will re-enter the Twin Falls City Rock Creek Trail System. Participants will take the trail system south and east where the event ends near the Twin Falls City Parks and Recreation Building.

The event organizers will supply traffic cones to block off the far right southbound lane of Blue Lakes Boulevard North from Falls Avenue to Shoshone Street. The far right southbound lane of Shoshone Street North and West will also be blocked off. The lanes of traffic will be blocked off at 7:30 a.m. This buffer zone will allow for runners/walkers to

travel the route safely. These cones will be picked up after all of the runners complete this area of the course.

Traffic at the major light-controlled intersections will be controlled by sworn law enforcement officers for only the runners. The walkers will obey all applicable traffic laws unless otherwise directed by volunteers or sworn law enforcement officers. Officers will provide assistance to the runners at 2nd Avenue South and Shoshone Street South and 2nd Avenue North and Shoshone Street North, 4th Avenue North and Shoshone Street North, 6th Avenue North and Shoshone Street North, Addison Avenue and Blue Lakes Boulevard North, Heyburn Avenue and Blue Lakes Boulevard North, Filer Avenue and Blue Lakes Boulevard North, Caswell Avenue and Blue Lakes Boulevard North, Grandview Drive and Pole Line Road West, and Addison Avenue West and Morrison Street. The event sponsor will have volunteers available to provide additional assistance along the route for safety.

The 5K participants will leave the lot east of the Depot Grill and go south onto Shoshone Street South to the walking trail at the Old Towne Bridge and will enter Rock Creek Park where they will remain for 1.2 miles. The 5K participants will run back to the Depot Grill using 6th Avenue West. The 5K participants will receive no Twin Falls Police Department assistance.

The event organizers will provide water stations and port-a-potties. The event organizers will provide cleanup in needed areas at the conclusion of the event.

The Magic Valley Community Fun Run Organization will provide volunteer flaggers at streets with a traffic control light, Addison Avenue at Fillmore Street and in the area of Grandview Drive North and Pole Line Road. The Magic Valley Community Fun Run Organization will also have assistance from sworn law enforcement officers.

Approval Process:

Consent of the City Council.

Budget Impact:

Although this event has taken place for the last few years, the travel route requested along Blue Lakes Boulevard North and Shoshone Street North was added last year. The route was reversed from last year due to the time the parade begins. This event will require the assistance from four (4) Police Officers to assist with major intersections to allow for safe crossings for runners of the Half Marathon. Officers will control most intersections from 7:30 a.m. until approximately 8:00 a.m., at which time the street will be closed in its entirety for the Western Days Parade. This event will require five (5) hours of overtime for the Officers, one-half hour each for two (2) officers and two (2) hours each for two (2) Officers. The total overtime cost will be \$220.00. This event has not been approved in the Twin Falls Police Department's overtime budget.

Agenda Item for May 12, 2014
From Sergeant Ryan Howe
Page Three

Regulatory Impact:

N/A

Conclusion:

Several relevant City Staff members have met and approved this Parade Application based on the fact that the Magic Valley Community Fun Run Organization will provide volunteers for assistance while participants travel and cross roadways, following the listed criteria mentioned above.

Twin Falls Police Staff have met and approved this Parade Application based upon the following:

The Magic Valley Community Fun Run Organization has been advised that no Twin Falls Police Officers will be assisting along the route, except for the major intersections listed above. The Magic Valley Community Fun Run Organization will be responsible for all participants; the Twin Falls Police Department will not be able to ensure that this is a safe event for the participants, except at the major intersections listed above.

Attachments:

None

RH:aed

Certificate of Appreciation

We, the Mayor and City Council of the City of Twin Falls, Idaho, do hereby award this certificate to

Hannah Bello

in recognition of her years of service to this great City and its residents as a leader and member of the Youth Council. We do express our sincere gratitude and honor her for her demonstrated civic pride and duty, reminiscent of that of the ancient Athenians.

Awarded this
12th day of May, 2014



Don Hall
Mayor

The Athenian Oath

We will never bring disgrace to this our city by any act of dishonesty or cowardice, nor ever desert our suffering comrades in the ranks; We will fight for the ideals and sacred things of the city, both alone and with many; We will revere and obey this city's laws and do our best to incite to a like respect and reverence those who are prone to annul or set them at naught; We will strive unceasingly to quicken the public sense of public duty; That this, in all these ways, we will transmit this city, not only, not less, but greater, better and more beautiful than it was transmitted to us.

Certificate of Appreciation

We, the Mayor and City Council of the City of Twin Falls, Idaho, do hereby award this certificate to

Nolan Stroup

in recognition of his years of service to this great City and its residents as a member of the Youth Council. We do express our sincere gratitude and honor him for his demonstrated civic pride and duty, reminiscent of that of the ancient Athenians.

Awarded this
12th day of May, 2014



Don Hall
Mayor

The Athenian Oath

We will never bring disgrace to this our city by any act of dishonesty or cowardice, nor ever desert our suffering comrades in the ranks; We will fight for the ideals and sacred things of the city, both alone and with many; We will revere and obey this city's laws and do our best to incite to a like respect and reverence those who are prone to annul or set them at naught; We will strive unceasingly to quicken the public sense of public duty; That this, in all these ways, we will transmit this city, not only, not less, but greater, better and more beautiful than it was transmitted to us.

Certificate of Appreciation

We, the Mayor and City Council of the City of Twin Falls, Idaho, do hereby award this certificate to

Katie Wilkins

in recognition of her years of service to this great City and its residents as a member of the Youth Council. We do express our sincere gratitude and honor her for her demonstrated civic pride and duty, reminiscent of that of the ancient Athenians.



Awarded this
12th day of May, 2014

Don Hall
Mayor

The Athenian Oath

We will never bring disgrace to this our city by any act of dishonesty or cowardice, nor ever desert our suffering comrades in the ranks; We will fight for the ideals and sacred things of the city, both alone and with many; We will revere and obey this city's laws and do our best to incite to a like respect and reverence those who are prone to annul or set them at naught; We will strive unceasingly to quicken the public sense of public duty; That this, in all these ways, we will transmit this city, not only, not less, but greater, better and more beautiful than it was transmitted to us.



Date: Monday May 12, 2014 City Council Meeting
To: Honorable Mayor and City Council
From: Dennis J. Bowyer, Parks & Recreation Director

Request:

Presentation of a service plaque to Craig Manning in recognition of his service on the Parks & Recreation Commission.

Time Estimate:

Staff presentation will take approximately 2 minutes.

Background:

Craig Manning served a little less than two (2) years on the Commission. Craig was appointed to a partial term on the Commission. Craig was eligible to request a reappointment, but he decided with his time restraints, he could not effectively serve a full three year term, so he did not ask for a reappointment. Even though Craig served for only a short time, his input was valuable to the Commission while serving on a couple of sub-committees. He also organized several volunteer groups for clean-up of parks. He said he is still plans on organizing volunteer groups to help the City and the community. His attendance was excellent, only missed one meeting out of 17.

Approval Process:

None

Budget Impact:

The cost of the plaque.

Regulatory Impact:

None

Conclusion:

Staff recommends that the City Council honor Craig Manning for his one plus years of service to the Parks & Recreation Commission and to the City of Twin Falls.

Attachments:

None



Date: Monday May 12, 2014 City Council Meeting

To: Honorable Mayor and City Council

From: Mr. William L. Flink, Division Administrator
Peace Officer Standards & Training

Request: 10 minutes of the City Council's time to present the Executive Certificate—the highest certificate awarded to peace officers in this state—to Chief Brian T. Pike of Twin Falls Police Department

Reason for the certificate: Chief Brian Pike holds Idaho POST Basic, Intermediate, Advanced, Supervisor, and Management certification. He graduated in 2001 from the Northwestern University Center for Public Safety School of Police Staff and Command.

Chief Pike has applied and met the criteria for the Executive certificate, which is published under the Idaho Administrative Procedures Act (IDAPA)

11.11.01.120 Executive Certificate:

"01. Requirements. For purposes herein, the term "executive position" means the head of an agency and shall be the chief of police, sheriff, director, or chief executive officer. A candidate for the Executive Certificate shall:

- a. **Possess the Advanced Peace Officer Certificate or Management Certificate from Idaho or another state which has such certification meeting or exceeding Idaho standards. (4-7-11)**
- b. **Have satisfactorily completed one hundred (100) hours of POST-certified executive-level training, of which fifty (50) hours shall have been completed within three (3) years prior to submitting an application for the Executive Certificate. (4-2-03)**
- c. **Be presently appointed to an executive position, and shall have served satisfactorily in that position for a period of three (3) years. (4-2-03)"**



Date: MAY 12, 2014

To: Honorable Mayor Hall and City Council

From: Mitchel Humble, Community Development Director

Request: For the City Council to consider adoption of an ordinance.

Time Estimate: Staff presentation will be five (5 +/-) minutes. This is not a public hearing item but there may be an additional five (5) minutes for questions by the City Council.

Background: On April 08, 2014 a request for a Zoning District Change and Zoning Map Amendment from R-6 PRO to C-1; commercial/retail, for a property located on the south side of the 200 block of Shoup Ave West was presented to the Planning & Zoning Commission. There was one person who spoke in support of the rezone request. Upon conclusion of the public hearing the Commission unanimously recommended approval of the amendment as presented. On May 05, 2014 the City Council held a public hearing on this request whereby they unanimously granted approval of the request to rezone .83 +/- acres of undeveloped property located on the south side of the 200 block of Shoup Ave West from R-6 PRO to C-1 as presented and directed staff to prepare an ordinance to be presented for adoption at a later meeting.

Approval Process: To rezone property Twin Falls City Code requires a public hearing before the Commission who shall make a recommendation on the proposed amendment to the City Council. The City Council shall then hold at least one public hearing regarding the proposed amendment. The City Council is tasked to approve the amendment as presented, deny the amendment or remand back to the Commission with changes.

As per Title 10; Chapter 14; in the event the Council shall approve an amendment, such amendment shall thereafter be made a part of this Title upon the preparation and passage of an ordinance. The ordinance shall be published within 30 days of adoption or approval shall become null and void. Upon publication the ordinance shall be codified into the code.

Budget Impact: Adoption of the ordinance will allow the property owner to pursue development of the property in compliance with Twin Falls City Code.

Regulatory Impact: Twin Falls City Code 10-14-1 thru 7

Conclusion: On May 05, 2014 the City Council unanimously approved the request for a Zoning District Change and Zoning Map Amendment from R-6 PRO to C-1; commercial/retail, for a .83 +/- acre undeveloped property located on the south side of the 200 block of Shoup Ave West as presented and directed staff to prepare and present an ordinance. Staff recommends the City Council adopt the draft ordinance so it can be published and codified.

Attachments:

1. Ordinance

2. Attachments

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, REZONING REAL PROPERTY BELOW DESCRIBED; PROVIDING THE ZONING CLASSIFICATION THEREFOR; AND ORDERING THE NECESSARY AREA OF IMPACT AND ZONING DISTRICTS MAP AMENDMENT.

WHEREAS, Cowboy Investments c/o E. Dan Carter had made application for a rezone of property located on the south side of the 200 block of Shoup Avenue West; and,

WHEREAS, the City Planning and Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 8th day of April, 2014, to consider the Zoning Designation and necessary Area of Impact and Zoning Districts Map amendment upon a REZONE of the real property below described; and,

WHEREAS, the City Planning and Zoning Commission has made recommendations to the City Council for the City of Twin Falls, Idaho; and,

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing to consider the same matter on the 5th day of May, 2014.

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

SECTION 1. That the following described real property located on the south side of the 200 block of Shoup Avenue West is the subject of a Zoning District Change and Zoning Map Amendment from R-6 PRO to C-1:

SEE ATTACHMENT "A"

SECTION 2. Public services may not be available at the time of development of this property, depending upon the speed of development of this and other developments, and the ability of the City to obtain additional water and/or sewer capacity. The zoning of this property shall not constitute a commitment by the City to provide water and/or wastewater services.

SECTION 3. That the Area of Impact and Zoning Districts Map for the City of Twin Falls, Idaho, be and the same is hereby amended to reflect the rezoning of the real property above described.

PASSED BY THE CITY COUNCIL

, 20__

SIGNED BY THE MAYOR

, 20__

Mayor

ATTEST:

Deputy City Clerk

PUBLISH: Thursday,

, 20__

ATTACHMENT "A"

E. Dan Carter/Cowboy Investments

Township 10 South, Range 17 East Boise Meridian, Twin Falls County Idaho

Section 8: A parcel of land located in the SE1/4 and being a portion of lot 23 Delong Addition, Twin Falls County Idaho filed in Book 1 of Plats page 57, described as follows:

Commencing at the intersection of Shoup Avenue and Blake Street which is the original Northwest corner of lot 24 of the Delong Addition; Thence South 86°58'02" East along the center of Shoup Avenue and the North Boundary of lot 23 and 24 of the Delong Addition for a distance of 456.50 feet; Thence South 01°16'00" West for a Distance of 30.01 feet to a point on the South right of way boundary of Shoup Avenue and being THE TRUE POINT OF BEGINNING;

Thence South 86°58'02" East along the South right of way boundary of Shoup Avenue for a distance of 63.00 feet to a point on the East Boundary of said lot 23 of the Delong Addition;

Thence South 00°29'30" West along the East Boundary of said lot 23 for a distance of 254.00 feet;

Thence North 86°58'02" West parallel with the North Boundary of said lot 23 for a distance of 191.75 feet to a point on the West Boundary of said lot 23;

Thence North 00°29'38" East along the West Boundary of said lot 23 for a distance of 112.91 feet;

Thence South 89°32'30" East for a distance of 44.28 feet;

Thence North 89°54'00" East for a distance of 40.60 feet;

Thence North 00°45'00" East for a distance of 107.28 feet;

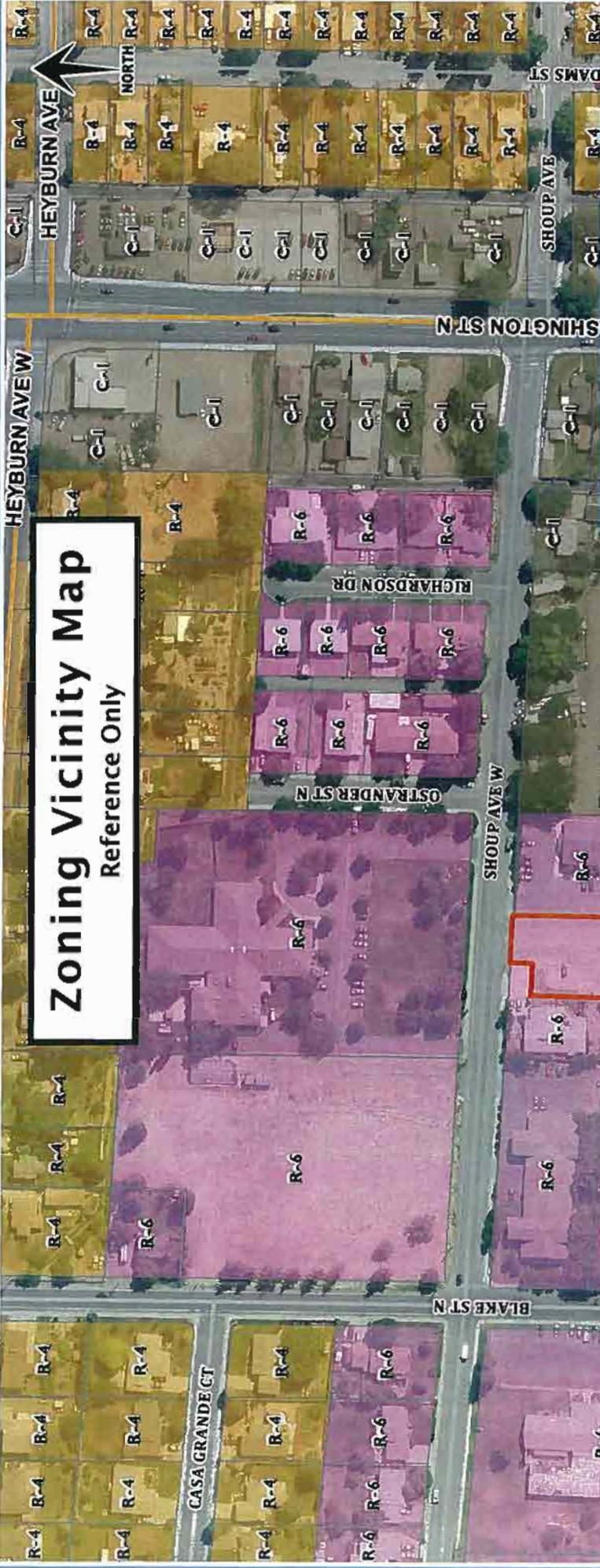
Thence South 86°03'00" East for a distance of 42.92 feet;

Thence North 01°16'00" East 30.25 feet to the TRUE POINT OF BEGINNING.

Containing 35,521 sq. ft. or 0.8155 Acres

Zoning Vicinity Map

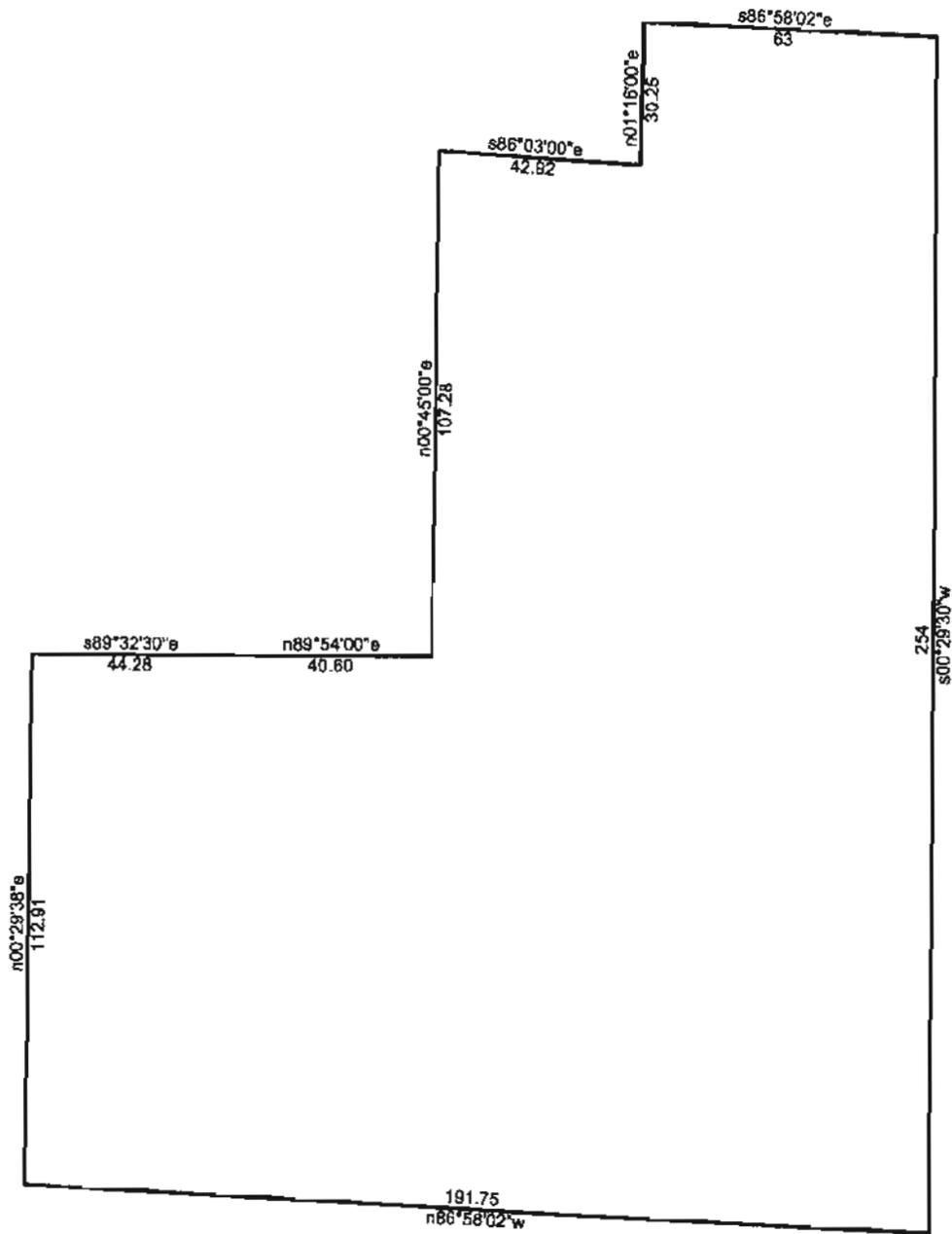
Reference Only



Aerial Image Map

Reference Only





COWBOY INVESTMENTS

3/21/2014

Scale: 1 inch= 38 feet

File: COWBOY INVESTMENTS.ndp

Tract 1: 0.8155 Acres (35521 Sq. Feet), Closure: s86.0256e 0.01 ft. (1/136357), Perimeter=887 ft.

- | | |
|---------------------|--------------------|
| 01 s86.5802e 63 | 08 s86.0300e 42.92 |
| 02 s00.2930w 254 | 09 n01.1600e 30.25 |
| 03 n86.5802w 191.75 | |
| 04 n00.2938e 112.91 | |
| 05 s89.3230e 44.28 | |
| 06 n89.5400e 40.60 | |
| 07 n00.4500e 107.28 | |



Date: Monday, May 12, 2014
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to appeal the City's decision to disqualify Allstate Construction from bidding on the Waste Water Treatment Plant Improvement Project.

Time Estimate:

The staff presentation will take approximately 5 minutes.

Background:

Construction Package 2, the construction of the facility, is estimated to be around 24 million dollars. As part of such a large project our engineering consultants and staff began a pre-qualification process. This allows the City to have more input into the requirements of a General Contractor to meet the Schedule, capable of performing the work, and safety. In order to determine how "safe" a contractor is, Staff and CH set an Experience Modification Rate (EMR) of 1.20. EMR is calculated by the insurance industry based on workman's compensation claims history for the previous three years. An EMR of 1.0 means that the business has an average claim history for the companies in the same type of business. An EMR above 1.0 means that the company's claim history is greater than average (e.g. the company had more accidents than others). Contractors with good safety records are more likely to have better safety performance and are more likely to successfully complete the project without an accident.

On April 3, 2014, 9 pre-qualification packages were opened and on April 16, 2014, 6 of those applicants were notified they met the pre-qualification requirements with Allstate being notified it exceeded the EMR of 1.20. Allstate is disputing they have an EMR currently below the 1.0 threshold but not that their application exceeded the pre-qualification requirements at time of submittal.

Allstate is bringing this before council as allowed in Idaho Code 67-2805(3)(b)(iv) which says :

(iv) Any licensed contractor that fails the prequalification stage can appeal any such determination to the governing board within seven (7) days after transmittal of the prequalification results to contest the determination. If the governing board sustains the decision that a contractor fails to meet prequalification standards, it shall state its reason or reasons for the record. A governing board decision concerning prequalification may be appealed to the public works contractors license board no more than fourteen (14) days following any decision on appeal made by the governing board. The public works contractors license board shall decide any such appeal within thirty-five (35) days of the filing of a timely appeal. The public works contractors license board shall allow participation, written or oral, by the appealing contractor and the political subdivision, either by employing a hearing officer or otherwise.

The public works contractors license board shall not substitute its judgment for that of the political subdivision, limiting its review to determining whether the decision of the governing board is consistent with the announced prequalification standards, whether the prequalification standards comport with the law and whether the governing board's decision is supported by the entirety of the record. The decision of the public works contractors license board shall be written and shall state the reason or reasons for the decision. Category B prequalification procedures that are appealed shall be stayed during the pendency of the prequalification appeal until the public works contractors license board completes its review, but in no instance more than forty-nine (49) days after the appellate decision of the governing board regarding prequalification. Any licensed public works contractor affected

by a decision on appeal by the public works contractors license board may, within twenty-eight (28) days of the final decision, seek judicial review as provided by chapter 52, title 67, Idaho Code.

Approval Process:

Idaho code 67-2805(3)(b)(iv) allows the contractor to appeal the determination to the local governing board. The governing board shall state its reasons for the record of allowing or sustaining the decision of Staff and CH2MHill.

Budget Impact:

If the council determines Allstate can be included in the Bidding process and Allstate is the low bidder there may be financial impacts due to safety.

Regulatory Impact:

Approval of this request will sustain the disqualification of Allstate and Allstate can decide if it wants to continue with the appeals process to the public works contractors license board.

Conclusion:

CH2MHill and Staff recommends sustaining the decision to disqualify Allstate based on:

- The performance requirement is reasonable and failure to meet the requirement represents a risk to the City.
- Allstate has provided documents to provide additional information explaining their safety record, but have not provided information that would have changed the decision during review of the applications. Specifically, they are not disputing that their EMR was above 1.20 for the period requested.
- All nine applicants had to meet the application requirements. All applicants except Allstate had acceptable EMR ratings. Overall, five of the nine applicants were considered qualified. Of the qualified firms, only one firm had any EMR above 1.0. An EMR below 1.20 is achievable.

Attachments:

1. CH2MHill letter
2. Allstate Appeals letter and information



CH2M HILL
322 East Front Street
Suite 200
Boise, ID 83702-7359

Tel 208.345.5310
Fax 208.345.5315

May 7, 2014

475881

Troy Vitek
City of Twin Falls
324 Hansen St. E
Twin Falls, ID 83303

Subject: Twin Falls WWTP Phase 2 Expansion – Prequalification for Construction Package 2 – Appeal of Prequalification Decision by Allstate Construction, Inc.

Dear Mr. Vitek:

Prequalification applications for Phase 2 Expansion Package 2 Construction Package were accepted and opened on April 3, 2014. On April 16, 2014, the applicants were notified of the results of the prequalification process (the decision). In that decision, Allstate Construction, Inc. (Allstate) was disqualified as a contractor for the following reason: "The Experience Modification Rate (EMR) provided in the application exceeded the maximum EMR allowed."

As part of the performance section of the application, applicants must provide their EMR for the years 2011, 2012, and 2013. The question states "If the EMR for any of these 3 years is or was 1.20 or higher, the Applicant will be disqualified."

EMR is calculated by the insurance industry based on workman's compensation claims history for the previous three years. An EMR of 1.0 means that the business has an average claim history for companies in the same type of business. An EMR above 1.0 means that the company's claim history is greater than average (e.g. the company had more accidents than others).

Both governmental and private owners use EMR in the selection of contractors as one method of reducing Owner risk. A high EMR is an indicator of a poor safety record. Poor safety records are considered an indicator of future safety performance. Poor safety has the potential of impacting the cost of the project, the schedule of the project, and the safety of the Owner's staff and others on the site. Contractors with good safety records are more likely to have better safety performance and are more likely to successfully complete the project without an accident.

Allstate submitted a formal appeal to the decision via a letter dated April 17, 2014 (received April 22, 2014). In their appeal letter, Allstate provides documentation regarding their EMR history over a ten year period, a letter of endorsement from their insurance carrier, their safety plan and other safety program documentation.

CH2M HILL recommends sustaining the decision to disqualify Allstate based on:

- The EMR performance requirement (e.g. the question on the application) is reasonable and failure to meet the requirement represents a risk to the City.
- Allstate has provided documents to provide additional information explaining their safety record, but have not provided information that would have changed the decision during review of the applications. Specifically, they are not disputing that their EMR was above 1.20 for the period requested.
- All nine applicants had to meet the application requirements. All applicants except Allstate had acceptable EMR ratings. Overall, five of the nine applicants were considered qualified. Of the qualified firms, only one firm had any EMR above 1.0. An EMR below 1.20 is achievable.

PAGE 2
MAY 7, 2014

Sincerely,

CH2M HILL

A handwritten signature in blue ink that reads "Gregg Vail Thompson". The signature is written in a cursive style and is placed over a light gray rectangular background.

Gregg Thompson, P.E.
Project Manager



415 WEST 9800 SOUTH SANDY, UTAH 84070

April 17, 2014

Subject: Twin Falls WWTP Phase 2 Expansion Prequalification Decision Appeal

Mr. Sharon Bryan,

Allstate Construction, Inc. recently applied for prequalification for the Twin Falls WWTP Phase 2 Expansion. Today, we were notified that we were not prequalified for this project because "The Experience Modification Rate (EMR) provided in the application exceeded the maximum EMR allowed".

We understand the reasoning for this decision and formally request that the governing board reconsider its decision based upon the following:

- The reason our EMR exceeded 1.20 was due to a single incident on 02/05/2008.
- The EMR for 2011 and 2012 is not representative of our corporate safety.
- We have taken extensive steps to improve our safety program that have resulted in positive effects on our EMR.

In support of the affirmations above, attached please find the following:

- A letter from our insurance agency documenting our EMR history for the last 10 years.
- An email from our WCF Safety and Health Consultant addressing our current safety culture.
- Copies of our OSHA 300A logs from 2010 to present demonstrating the results of the revisions to our safety program and indicating what our 2015 EMR should be.
- A copy of our Safety Incentive Program outline.
- A copy of a Site Specific Safety Plan from a recent project similar to the plan we would implement on your project.
- A copy of the outline for our Safety Committee.

We appreciate your consideration on this issue and request that we be reconsidered for prequalification. We also request that instead of using the EMR to determine our safety qualification, rather the evidence provided herein be considered to determine our safety qualifications.

Thank you,

From: Arthur Westmoreland [<mailto:awestmor@wcfgroup.com>]
Sent: Thursday, April 17, 2014 2:59 PM
To: Kristi
Subject: Re: Allstate Construction, Inc. - 1175792

Hello Kristi,

Over the past 18 months that I have worked with Allstate Construction, I believe that they are doing a great job of controlling their significant risk exposures on their projects. They are practicing a comprehensive safety program that effectively addresses their significant risk exposures. I think that they are a very safe company who had an unfortunate incident a few years ago. Even the safest companies in the state can and do have serious accidents on occasion. .

Regards,

Art

Art Westmoreland, CSP, CRM, CRIS, CIC



Art Westmoreland | Sr. Safety & Health Consultant
Workers Compensation Fund
100 West Towne Ridge Parkway, Sandy, UT 84070
p. 385.351.8304 | c. 801.628.9166
awestmor@wcfgroup.com

Safety Incentive Program

Rewards:

Prizes – Earn \$10 to \$25 per month. Paid out every 4 months by check
Individual recognitions for excellence at group events

Measurement:

Earn \$1 per point toward rewards (\$10 to \$25 per month) for the following:

Safety Observations:

- Reporting violations (encourage multiple reporting if problem is not corrected) – 1 point each
- Making safety suggestions – 1 point each
- Taking autonomous steps to remedy unsafe conditions – 2 points each (submit as suggestion & mark as auto corrected)

Safety Management:

- Volunteering for and participating in a safety committee – 2 points per week
- Preparing and conducting a safety meeting – 5 points each
- Superintendents having 100% of employees meeting minimum standard for the month – 5 points per month

Minimum Standard: per person per month

 tracked weekly

No accidents

No incidents of any kind (eg. near misses, property damage)

No environmental incidents (spills, etc...)

Minimum 10 safety observations per month

No lost time incidents on the jobsites where assigned

Sample Safety Observation Form

Employee Name: _____ Date: _____

Observation/Violation: _____

If additional space is needed, use back

Auto Corrected (Y/N): _____ Date: _____ How: _____

Safety Committee Member initial: _____ Date: _____ Future Prevention Steps

Planned: _____

If additional space is needed, use back



POULTON
INSURANCE, INC.
EST. 1956

2137 East 3300 South
Salt Lake City, Utah 84109
Phone (801) 484-4477
Fax (801) 486-7541
www.poultoninsurance.com

EXPERIENCE • INTEGRITY • STABILITY

April 17, 2014

Allstate Construction, Inc.
Attn: Scott Hall
415 West 9800 South
Sandy, UT 84070

Dear Scott:

Per your request, Allstate Construction, Inc. has maintained the following EMRs for the last ten years:

<u>Rating Period</u>		<u>EMR</u>
01/01/2014	current	0.73
01/01/2013		1.13
01/01/2012		1.37
01/01/2011		1.35
01/01/2010		1.00
01/01/2009		0.78
01/01/2008		0.73
01/01/2007		0.80
01/01/2006		0.87
01/01/2005		0.85

Allstate Construction experienced a severe loss on 02/05/08 (no OSHA citation was issued), which has resulted in the EMR spiking above 1.0 for three years. However, your revised safety program and increased proactive approach have made it possible in 2014 to return to an EMR equal to your 10-year historical low. It is anticipated that your positive results will continue, with a 2015 EMR consistent with this current year.

Sincerely,

Kristi Lawson, CIC
Poulton Insurance, Inc.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35. In OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

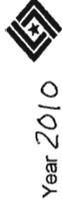
Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of... (M)	(1) Injury	0	(4) Poisoning	0
	(2) Skin Disorder	0	(5) Hearing Loss	0
	(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 56 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.



Year 2010

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment information

Your establishment name Alistate Construction, Inc.
 Street 415 West 9800 South
 City Sandy State Utah Zip 84070
 Industry description (e.g., Manufacture of motor truck trailers)
Construction
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
5 2 2 1
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees 40
 Total hours worked by all employees last year 75,500

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
 Company executive
 President
 Title

(801) 563-3323 Phone
 25-Jan-11 Date

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	0 (H)	0 (I)	2 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (L)

Injury and Illness Types

Total number of . . .	(4) Poisonings	0
(1) Injuries	(5) Hearing loss	0
(2) Skin disorders	(6) All other illnesses	0
(3) Respiratory conditions		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-5164, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Allstate Construction, Inc.

Street 415 W 9800 S

City SANDY State UT ZIP 84070

Industry description (e.g., *Manufacture of motor truck trailers*)

CONSTRUCTION

Standard Industrial Classification (SIC), if known (e.g., 3715)

5 2 2 1

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

238110

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 25

Total hours worked by all employees last year 51923

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Donald W. [Signature] The President
 Title
 (801) 563-3323 2/9/2012
 Phone Date

Summary of Work-Related Injuries and Illnesses



Year 20 12

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35. In OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(1) Injuries	0	(4) Poisonings	0
(M)	(2) Skin disorders	0	(5) Hearing loss	0
	(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

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Establishment information

Your establishment name ALL-STATE CONSTRUCTION INC.

Street 415 W 9800 S

City SANDY State UT ZIP 84070

Industry description (e.g., *Manufacture of motor truck trailers*)

CONSTRUCTION

Standard Industrial Classification (SIC), if known (e.g., 3715)

5-2-2-1

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

238110

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 24

Total hours worked by all employees last year 44961

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature] President
Title
Company Name
Phone (801) 563-3323 Date 1/3/ 2013

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

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Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	0 (H)	0 (I)	1 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (L)

Injury and Illness Types

Total number of . . . (M)	(4) Poisonings	0
(1) Injuries	(5) Hearing loss	0
(2) Skin disorders	(6) All other illnesses	0
(3) Respiratory conditions		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information
Your establishment name ALLSTATE CONSTRUCTION INC

Street 415 W 9800 S
City SANDY State UT ZIP 84070

Industry description (e.g., *Manufacture of motor truck trailers*)
CONSTRUCTION

Standard Industrial Classification (SIC), if known (e.g., 3715)
5 2 2 1

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)
238110

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 27
Total hours worked by all employees last year 49330

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.



VP
Title
Date 2/27/14

**Hill AFB Xeriscape Recreation Park
Site Specific Safety Plan
For
Allstate Construction, Inc.**

Index

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Section	A	General Requirements	2
Section	B	Specific Safety, Health & Environmental Requirements	5
Section	C	Project Safety Programs	13
Section	D	Special Project Requirements	14

Policy Statement

IT IS THE POLICY OF ALLSTATE CONSTRUCTION, INC. TO HAVE
AND MAINTAIN A SAFE WORKING ENVIRONMENT ON THIS AND
EVERY PROJECT THEY CONSTRUCT.

Hill AFB Xeriscape Recreation Park

Site Specific Safety Plan

Section A: General Requirements

1. Utah Occupational Safety and Health Division rules and regulations as published by the Utah Workers Safety and Compensation Division effective at the date of this contract apply to this project. The term contractor in this plan refers to Allstate Construction, Inc.
2. The following emergency phone numbers are to be posted adjacent to the job clock:

Ambulance/Rescue	911
Fire	911
Police	911
Utility Dig-in – CE Customer Serv.	(801) 777-1856

Non-Emergency

Security Forces	(801) 777-3056
Fire	(801) 777-3021
Layton WorkMed Clinic	(801) 776-4444
Questar Gas Utility Failure	(800) 323-5517
Rock Mountain Power Utility Failure	(888) 221-7070
Utah OSHA, Salt Lake Office	(801) 530-6901
Richard Nehring – Government Rep.	(801) 775-3369
Dave Battle – OO-ALC/SEG	(801) 777-3333
Bioenvironmental	(801) 777-4551

3. The contractor shall notify OO-ALC/SEG, or Hill AFB Command Post (801) 777-3007 after normal duty hours, and the Government Representative (GR) Richard Nehring within 1 hour of all mishaps or incidents at or exceeding \$2000 (material + labor) in damage to DOD property entrusted by this contract, even if the government is wholly or partially reimbursed. This notification requirement shall also include physiological mishaps/incidents. A written or email copy of the mishap/incident notification shall be sent within three calendar days to the GR, who will forward it to OO-ALC/SEG. For information not available at the time of initial notification, the contractor shall provide the remaining information no later than 20 calendar days after the mishap, unless extended by the ACO. Mishap reporting and investigation shall be in

compliance with the requirements of Utah Occupational Health and Safety Division.

Mishap notifications shall contain, as a minimum, the following information:

- a) Contract, Contract Number, Name and Title of Person(s) Reporting
 - b) Date, Time and exact location of mishap/incident
 - c) Brief narrative of mishap/incident (Events leading to mishap/incident)
 - d) Cause of mishap/incident, if known
 - e) Estimated cost of mishap/incident (material and labor to repair/replace)
 - f) Nomenclature of equipment and personnel involved in mishap/incident
 - g) Corrective actions (taken or proposed)
 - h) Other pertinent information
4. If the government elects to conduct an investigation of the mishap, the Contractor shall cooperate fully and assist Government personnel until the investigation is completed.
 5. The Contractor shall ensure that each applicable subcontract requires the Subcontractor(s) to comply with all Safety Standards directed by the contract.
 6. The Base Safety Office (SE), Bioenvironmental Engineering (SGPB), Environmental Management (EM), the Fire Department (CEFT) or Utah Occupational Health and Safety Division has the authority to stop work on this project if a condition exists which presents imminent danger to government or contractor personnel. SEG, SEW, SGPB, EM, CEFT or UOSH shall immediately notify the Contracting Officer.
 7. The Contracting Officer shall notify the Contractor of any noncompliance with these requirements (SECTION A ¶ 1. ABOVE) and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all of part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
 8. The Contractor shall be responsible for its Subcontractors' compliance

with safety requirements.

9. The Government safety personnel may conduct Safety inspections of this project.
10. The responsible personnel for safety on this project are:

Company/Project Safety Officer	Tim Maynes
Project Superintendent	Aaron Mendenhall
Employee's Subcontractor's	All

The responsibilities for these parties are as follows:

Company/Project Safety Officer

- a. Responsibility for the administration and implementation of Safety and Health Regulations as they apply to this project.
- b. Ensure this safety plan is posted on the job-site.
- c. Provide training to superintendent and employees.
- d. Ensure that all required records and reports are completed in accordance with safety regulations.
- e. Post phone numbers of emergency services for the project.

Project Superintendent

- a. See that individual employees are instructed as to the potential hazards of their particular jobs and the safest possible method to accomplish each job.
- b. Make available necessary personnel protective equipment and first aid equipment. Inspect and Maintain First Aid kit.
- c. Ensure employee's/subcontracts are aware of project safety requirements and follow them.

Employee – Subcontractor

- a. Comply with the safety and health standards and rules of Utah OSH and this safety plan.
- b. Report any accident or injury immediately to a supervisor.
- c. Use common sense in the safe performance of all duties.

SECTION B SPECIFIC SAFETY, HEALTH AND ENVIRONMENTAL REQUIREMENTS:

1. While working on the Hill AFB Xeriscape Recreation Park project, the contractor and sub-contractors shall comply with Utah OSHA directives. This safety program includes the following in applicable specific operations:
 - a. Training Programs
 - b. Hazard Communication Program
 - c. Personnel Protective Equipment Program
 - d. Excavation and trenching Program

2. It is the Contractor's responsibility to provide employees with the required personal protective equipment (PPE), if not personally owned, and ensure it is used. If PPE is employee owned, the contractor shall ensure it is in compliance with Utah OSHA directives. The following are the minimum PPE requirements for this construction site:
 - a. Protective footwear shall be worn by all personnel engaged in or exposed to construction or maintenance activities.
 - b. Hand protection shall be worn by all personnel handling rough sharp-edged, abrasive materials or where the work subject hands to lacerations, punctures, burns, bruises, or other hazards.
 - c. Eye and Face protection shall be worn by all personnel when machines or operations present potential for eye or face injury from physical, chemical, or radiation agents.
 - d. Head protection shall be worn by all persons working on or visiting non-administrative activities (i.e., construction, operations and maintenance). Hard hat areas shall be general areas such as construction, alteration, demolition, building or similar related field activities rather than specific portions of a building or project.
 - e. Hearing protection shall be worn by all personnel who work in hazardous noise areas or around equipment which produces hazardous noise.
 - f. Respiratory protection shall be worn by all personnel when equipment or operations present inhalation hazards.
 - g. Protective clothing, such as coveralls and gloves, shall be worn by all personnel when machines or operations present skin irritation or contamination hazards.

- h. Fall protection shall be used by all persons in compliance with OSHA 1926 Subpart M. This requirement includes all aspects to this project including but not limited to: excavation; form work; structural work; roofing; etc...
- i. Personnel are not permitted to enter any confined space as defined by OSHA 1910.146 (b) unless the space has been evaluated against the flowchart in OSHA 1910.146 Appendix A, and all required steps have been taken.

3. LIGHTING

- a. Contractor shall comply with minimum illumination requirements in accordance with Sub-part D OSHA 1926.56

4. HOUSEKEEPING

- a. During the course of construction, garbage, scraps, building materials, other debris and waste shall be kept cleared from work areas.
- b. When disposing of hazardous waste, contact Environmental Management (EM) to ensure compliance with base/state and federal requirements. Remove all hazardous materials from base upon completion of the contract.
- c. Containers shall be provided for the collection and separation of garbage, refuse, and other debris and disposed of at regular intervals.

5. FIRST AID

- a. First Aid services for medical treatment shall be made available by the contractor.
- b. A First Aid kit, in a weather-proof container, shall be available at all job site trailers.

6. SIGNS, SIGNALING AND BARRICADES

- a. Contractor shall comply with Utah OSHA requirements, Examples are listed below:
 - (1) All points of entry to a hard hat area shall have a hard hat caution sign posted.

- (2) Warning sign/symbols shall be used when hazardous work is being performed. They will be removed when hazardous work is completed.
- (3) When warning signs are not feasible or do not provide adequate protection during roadside separation, a flagman shall be provided.
- (4) Flagman signals shall be in conformance with Uniform Traffic Codes.
- (5) Barricades shall be provided when and where the safety of personnel or equipment is jeopardized, and at all excavations/trenching operations. These barricades shall be illuminated during hours of darkness.

7. TOOLS (HAND/POWER):

- a. All tools, whether employee or contractor owned, shall be maintained in a safe condition.
- b. Power operated tools shall be equipped with guards.

8. ELECTRIC POWER TOOLS

- a. Shall be double insulated or grounded.
- b. Shall not be hoisted or lowered by their electric cord.
- c. Shall be provided Ground Fault Circuit Interruption (GFCI).

9. ELECTRICAL WORK:

- a. All electrical work shall be in compliance with the National Electric Codes. (NEC)
- b. All temporary wiring shall be effectively grounded in accordance with NEC.
- c. Precautions shall be taken to make any necessary open wiring inaccessible to unauthorized personnel.
- d. Temporary lights shall be equipped with guards to prevent accidental contact with bulbs.

- e. All 120- volt/single phase/15 & 20 ampere receptacle outlets on construction sites shall contain Ground Fault Circuit Interrupter protection or have an assured equipment grounding conductor program as specified in OSHA 1926.404.

10. LADDERS AND SCAFFOLDING:

- a. Contractor will comply with OSHA requirements.
Examples are:
 - (1) Ladders shall be free of broken/missing rungs and broken/split side-rails, and shall have a non-slip base/feet.
 - (2) Ladders shall be pitched approximately one-fourth of their working length.
 - (3) Ladders shall not be placed in passageways, doorways, driveways, or wherever they can be displaced by other work activities unless protected by barricades or guards.
 - (4) Ladders shall be tied or blocked to prevent displacement.
 - (5) Erection of Scaffolds, their movement or dismantling shall be under the supervision of a competent person.
 - (6) Guard-rails (top and mid) and toe boards shall be installed on all open sides and ends of platforms more than 10 feet above the ground or floor surface.
 - (7) Planking for scaffold platforms shall overlap a minimum of 12 inches.
 - (8) All scaffold poles shall be set plumb and rest on stable footing.
 - (9) Scaffold poles shall be supported with diagonal or cross-Bracing to prevent buckling or swaying.
 - (10) Scaffolds shall be kept free of tripping/slipping hazards.

11. EXCAVATIONS, TRENCHING, SHORING AND SOIL MOISTURE/DENSITY MEASURING:

- a. Contractor shall comply with 29CFR 1926.650, 651, 652, Subpart P, Appendix A-F, Excavations, Revised 1991). Examples are listed below:

- (1) Excavation walls over 4 feet high shall be sloped to the safe slope for soil conditions or shall be shored, sheeted and braced around personal when they are required to enter.
- (2) In excavations which employees may be required to enter, excavated or other material shall be effectively stored and retained at least 2 feet or more from the edge of the excavation.
- (3) No one shall be permitted to work in a hazardous trench unless another person is on the surface watching the operation, observing the conditions of the trench and being ready to help or warn the in-trench worker at any time.
- (4) All employees shall be protected with personal protective equipment for the protection of the head, eyes, respiratory system, hands, feet, and other parts of the body.
- (5) No trenches shall be left open at any time unless guarded by adequate barricades, warning lamps and signs.
- (6) Daily inspections of excavations shall be made by a competent person. If evidence of water intervention, possible cave-ins or slides is apparent, all work in the excavation shall cease until the necessary precautions have been taken to safeguard the employees.
- (7) All trenching/excavation operations will be closely monitored on this project due to hazardous soil conditions and high water table.

12. ENVIRONMENTAL MANAGEMENT (EPA)

- a. The contractor shall immediately notify the government if any of the following are discovered:
 - (1) Obvious stains, fumes, odors, or discolorations in trenches or excavated soils.
 - (2) Historical/Archeological remains.
 - (3) Suspicious materials (i.e. lead or asbestos insulation)

- b. Personnel associated with excavation or demolition of contaminated or hazardous materials shall receive training outlined in CFR 29 1910.120; the training shall be documented and available to OSHA inspectors on request.

13. WELDING, CUTTING AND BRAZING

- a. Contractor will comply with OSHA 1910,252; some examples are:
 - (1) Cutting, welding, and hot work shall be permitted only in areas that are fire safe.
 - (2) Before hot work begins on tanks, drums, vessels, or piping systems, these areas shall be drained purged, ventilation and certified to be safe by qualified personnel under the direction of the Fire Department (DEFT).
 - (3) Forced ventilation shall be used when natural ventilation is not present in hazardous areas.
 - (4) Cutting, welding, or hot work shall not be permitted in the following situations without on site approval of the Fire Chief or his representative:
 - (a) In buildings with impaired sprinkler systems.
 - (b) In the presence of explosive atmospheres, gases, vapors, liquids, chemicals, unclean tanks, or combustible ducts.
 - (c) In areas near the storage of large quantities of readily ignitable combustibles
 - (d) In areas near the storage or handling of explosives.

14. CONSTRUCTION EQUIPMENT/VEHICLES:

- a. Construction equipment/vehicles shall not be left unattended with engines running.
- b. Equipment/vehicles shall be locked or secured when left overnight.
- c. Equipment shall have a working brake system capable of stopping and holding equipment that is fully loaded.

- d. All bi-directional equipment shall have an audible back-up alarm that can be heard above surrounding noise levels.
- e. Lift trucks and other load carrying vehicles shall have rated load capacity clearly marked on vehicle.
- f. Rated loads shall not be exceeded.
- g. Assembly and disassembly of all equipment shall be done in an area free of any obstruction that would prevent movement of equipment.
- h. The contractor shall permit passengers to be carried in trucks only in those instances where the trucks are equipped with side and end enclosures at least 36 inches above the standing surface of the vehicle body.

15. CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT):

- a. Contractor shall comply with OSHA 1910.147 or AFOSH STANDARD 91-45; some examples are listed below:
 - 1. All machines/equipment in which the unexpected energization or startup, or release of stored energy shall be evaluated for meeting the criteria in paragraph 15 a, to prevent injury to personnel and damage to equipment.
 - 2. All contractor personnel shall receive training outlined in 29 CFR 1910.147, the training shall be documented and with the written Lockout/Tagout Program be available to OSHA inspectors on request.

16. CONFINED SPACE ENTRY:

- a. No confined space entry will be performed during the course of this project.

17. EXPLOSIVES SAFETY REQUIREMENTS:

- a. No work will be performed in or near the explosives storage area during the course of this project.
- b. Neither Contractor nor employee vehicles will be permitted to drive through an area where “Explosive Operation in Process” signs are posted unless directed to do so by the person in charge of the operation.

18. THE USE OF VEHICLE SAFETY BELTS IS MANDATORY ON JOB-SITE AND IN COMPANY VEHICLES
19. FIRE SAFETY
 - a. All combustible debris and waste materials shall be collected removed from the site work area daily.
 - b. Only approved containers and portable tanks, with OSHA warning labels, shall be used for the storage and handling of flammable and combustible liquids.
 - c. A fire extinguisher shall be maintained in the site trailer. Also an extinguisher shall be kept in the immediate vicinity of any spark/flame producing work
 - d. Each employee will be instructed regarding fire protection and prevention.
 - e. Smoking in areas marked “NO SMOKING or OPEN FLAME” is prohibited.
20. PORTABLE ELECTRONIC DEVICES
 - a. The use of portable electronic devices (i.e. phones, cameras, laptop computers, music players, etc...) which create a distraction for the user, or impair the senses of the user, creating a safety concern for themselves or others, is strictly prohibited by contractor employees while conducting company business.

SECTION C PROJECT SAFETY PROGRAMS

1. Training
 - a. Company/Project Safety Officer shall at the beginning of project review the contents of this safety plan with the project superintendent.
 - b. The project superintendent is responsible to conduct weekly safety meetings based on the information contained in this plan. He shall also address specific concerns based on the current work in process.
2. Hazard Communications
 - a. The Project Superintendent shall prepare a list of hazardous materials that are planned to be used on the job and post this list on the bulletin board. Material Data Sheets (MSDS) will be prepared by the Project Superintendent and filed in the Job trailer.
 - b. The Project Superintendent will instruct employee's and subcontractor's about these materials and the manual and encourage them to read and follow applicable guidelines.
3. Personal Protective Equipment (PPE).
 - a. The Project Superintendent is to inform each employee that normal protective work shoes are the responsibility of the Employee to provide. Other special protective clothing as outlined in section B-2 in this plan will be provided by the company.
 - b. The Project Superintendent is to monitor and ensure the use of PPE.
4. Excavation and Trenching
 - a. The Project Superintendent is to train each employee Involved with excavation work of the requirements of Section 11 of this plan. The superintendent shall perform the required inspections.

SECTION D SPECIAL PROJECT REQUIREMENTS

This project includes, as part of the work, the following: Work at elevations requiring fall protection. Only personnel familiar and properly trained with the proper safety procedures and personal protective equipment required for these activities will be authorized to perform this work.



Monday May 12, 2014 City Council Meeting

To: Honorable Mayor and City Council

From: Dennis J. Bowyer, Parks & Recreation Director

Request:

To allow a proposed Underwater Park to be installed at Dierkes Lake.

Time Estimate:

Paul Melni, Master Scuba Diver Trainer/EFR Instructor will take approximately 10-15 minutes for his power point presentation. Following the presentation, we expect some time for questions and answers.

Background:

Paul Melni presented a power point presentation on his proposal for an underwater park at Dierkes Lake at the April meeting of the Parks & Recreation Commission. His objective for this proposal is to create an underwater gallery of objects to be used as an attraction for recreational scuba divers and create an artificial fish habitat.

Paul explained to the Commission there are many other underwater parks throughout the world. Oil rigs, tanks, aircraft carrier, jets, and even a 747 all have been used as underwater parks. He also explained there are environmental benefits in having these underwater artificial habitats to promote new spawning grounds. Paul is working with the Idaho Fish and Game to develop the artificial fish habitat by installing fixtures that look like artificial Christmas trees to attract fish as part of the underwater park.

If approved, platforms will be built above the approximately 8-10 feet of silt at the bottom of the lake to accommodate different type of structures as part of the underwater park. One structure will be an airplane made up of various parts of airplanes. Paul explained that all structures and installation will be donated by various businesses, groups, and individuals. Also tanks and air for the divers will be donated by Riverat Adventure Toys. Paul would like to break this installation into two phases, the first one being the platform for the airplane and the second one placing the fish habitats with cooperation of the Idaho Fish and Game. Paul will get all the approvals from governmental agencies such as the Corp of Engineers, DEQ, and the EPA before moving forward.

The area for this proposed park is near the middle of the lake and is approximately ½ mile in circumference. There are a few items at the bottom of the lake already that are used for diving purposes.

The only thing Paul requested from the City is to have a sign installed listing the safety rules for diving, the specific diving rules for the underwater park, and to list those who donated to make this underwater park a reality.

Paul said himself and other divers will maintain the underwater park, he certifies about six new divers each month, so he believes getting divers to maintain the park will not be a problem.

The request, if approved, will help further some of the City's strategic plan objectives. The "Healthy Community" focus area of the plan contains Objective HC1.1F, which states in developing a response to emerging healthy life-style activities, such as dog parks or community gardens. An underwater park may be one of the new emerging healthy life-style activities. Also Goal HC2 is to maintain the environmental health of the community. This park will help maintain the environmental health of Dierkes Lake by improving the fish habitat.

The Parks and Recreation Commission unanimously approved this proposal of an underwater park and fish habitat at Dierkes Lake.

Approval Process:

A majority vote by the City Council is needed to approve this request.

Budget Impact:

Estimated cost for a new sign is \$500. The Shoshone Falls Dierkes Lake budget has funds to absorb this cost.

Regulatory Impact:

No regulatory impact.

Conclusion:

The Parks and Recreation Commission recommended that the Council approve this proposal of an underwater park and fish habitat at Dierkes Lake.

Staff supports this recommendation.

Attachment:

None



Date: Monday, May 12, 2014, Council Meeting
To: Honorable Mayor and City Council
From: Staff Sergeant Dennis Pullin, Twin Falls Police Department

Request:

Consideration of a request to approve the Air Magic Valley Air Show “Celebrating Freedom” to be held at the Magic Valley Regional Airport, Joslin Field, on June 20, 2014, through June 22, 2014.

Time Estimate:

Approximately 10 minutes

Background:

Air Magic Valley has hosted air shows over the past several years at the Magic Valley Regional Airport, Joslin Field. The 2014 Air Show will be held on Friday, June 20, 2014, from 5:00 p.m. to 10:00 p.m.; Saturday, June 21, 2014, from 8:00 a.m. to 4:00 p.m.; and Sunday, June 22, 2014, from 8:00 a.m. to 4:00 p.m.

The three-day air show will include static displays of aircraft, along with air shows. During the show on Friday evening, along with the VIP dinner, there will be an air show, the “Friday Night Spectacular,” which will be open to the public. There will also be a 5K Walk/Run event held on airport property. Alcohol may be provided at the VIP dinner only. If so, the proper catering permits will be acquired and approved by the Twin Falls Police Department. This dinner is not for the general public.

Saturday’s events include a bicycle race held on airport property. A portion of the proceeds from the walk/run event and the bicycle race will go to the “Wounded Warrior Fund.” Aircraft will again be on display and air performances will be conducted throughout the day.

The final day of the show, Sunday, will include the static displays, along with more aircraft performances.

The expected crowd size is estimated to be 5,000 people over the three-day event. All parking for spectators will be on the airport property. Barrier fencing will be provided on the show line area to aid in controlling crowd movement. Entry fees for participants will be \$15.00.

Air Magic Valley will provide a Certificate of Liability Insurance, as required, to the Twin Falls Police Department prior to the event starting.

The Twin Falls Sheriff’s Office will be assisting with road closures and traffic control around the borders of the Magic Valley Regional Airport.

Our evaluation of this event considered the following factors:

1. History –Air Magic Valley Air Show

- Traffic flows on Washington Street South into Twin Falls have not been a problem in the past.
- We have had no calls for service during past Air Magic Valley Air Shows.

2. Expected Crowd Size

- The Air Magic Valley Air Show Committee estimates the crowd size to be approximately 5,000 people over the three-day event.
- These numbers are estimates only.
- This event will require a total of four (4) sworn Law Enforcement Officers for security. A minimum of two (2) Officers will be from the Twin Falls Police Department. Two (2) Officers may be from the Twin Falls Sheriff's Office; otherwise, all four (4) officers will be from the Twin Falls Police Department. Security will be required on Saturday and Sunday only, from 12:00 p.m. to 5:00 p.m. or until the crowds have dispersed.
- Security will not be required on Friday evening due to the shorter time frame and fewer participants expected.

3. Traffic Concerns

- Traffic flows are not a concern due to the number of spectators expected on each day of the event.
- With several avenues available for leaving the area of the airport property, we do not feel traffic control is needed.
- All parking will be at the Magic Valley Regional Airport, Joslin Field.
- If needed, Air Magic Valley will provide traffic control for those leaving the airport property.

4. Alcohol

- There are no alcohol sales planned for the event. However, alcohol may be provided for the VIP dinner. If so, Air Magic Valley understands the caterer must obtain an approved alcohol catering permit through the City of Twin Falls and the Twin Falls Police Department.

5. Twin Falls Fire Department

- The Twin Falls Fire Department will have four (4) extra firemen and equipment on site during all three days of the event.

6. Interest to City of Twin Falls

- The Twin Falls Police Department feels the necessity to make this a safe event for the citizens of our community.

Approval Process:

Approval by City Council

Budget Impact:

- The overtime cost for the Twin Falls Police Department has not been budgeted for this event. Therefore, Air Magic Valley will be required to pay the City of Twin Falls and/or the Twin Falls Sheriff's Office for the overtime costs associated with security. Air Magic Valley will be required to pay the City of Twin Falls for the use of Twin Falls Police Officers within 60 days after the conclusion of the event.
- The cost for two (2) Twin Falls Police Officers to work a total of 20 hours would be a total of \$880.00; the cost for assistance from two (2) Twin Falls County Sheriff's Office Reserve Deputies is not included in this amount. With four (4) Twin Falls Police Officers working a total of 40 hours, the cost would be \$1,760.00; Twin Falls County Sheriff's Office Reserve Deputies would not be working the event.
- The cost for four (4) Twin Falls Firemen to be on site over the three-day event would be \$2,100.00. This overtime cost has not been budgeted.

Regulatory Impact:

None

Conclusion:

Based upon the above information, Twin Falls Police Department Staff requests that the Twin Falls City Council approve this application request.

Attachments:

1. Special Events Application
2. Brochures for the Air Magic Valley "Celebrating Freedom" Air Show

DP:aed



**CITY OF TWIN FALLS
SPECIAL EVENTS APPLICATION**

DATE OF EVENT: June 20-22, 2014
Friday 5:00 PM - 10:00 PM, Saturday 09:00-16:00

TIME OF EVENT: Start: _____ **End:** Sunday 08:00-16:00

LOCATION OF EVENT (Include business name, if applicable):
Joseph Field, Twin Falls, Idaho

NUMBER OF PEOPLE IN ATTENDANCE: _____

WILL EVENT OCCUPY A PUBLIC STREET: Yes: _____ No: X
(If yes, please provide diagram of proposal.)

WILL ALCOHOL BE SERVED: Yes: X No: _____

HAS CATERING PERMIT BEEN SECURED Yes: _____ No: X *Catering done on Friday*
(If yes, attach copy of permit to application.)

***For the safety of event participants and law enforcement personnel, it is required that paper or plastic containers be used for alcoholic beverages.**

NAME OF APPLICANT AIR MAGIC VALLEY

ADDRESS P.O. Box 25, Twin Falls ID 83301

HOME TELEPHONE _____

BUSINESS PHONE (208) 734-4244

NAME OF RESPONSIBLE PARTY/CONTACT PERSON JIM O'DONNELL

ADDRESS 757 WASHINGTON ST. SE, TF ID 83301

HOME PHONE (208) 734-7149

BUSINESS PHONE (208) 308-1872

DESCRIPTION OF EVENT:

Air Magic Valley Air Show, to conduct an airshow to educate
the public of aviation and the residents of the Twin Falls Airport
to recognize and honor our military service personnel and
veterans, to offer a time of enjoyment to several groups of
youth as well as provide a unique opportunity to our
community

Will be doing a 5K Run/Walk on airport property, Bike race - lap race (Support Usual Activities)

I, _____, APPLICANT FOR THE ABOVE EVENT,
AUTHORIZE _____ TO APPLY FOR THE PERMIT
ON MY BEHALF.

J P O'Connell
APPLICANT'S SIGNATURE

Nov 24, 2013
DATE

**** EVENT APPLICATIONS MUST BE SUBMITTED NO LATER THAN 45 DAYS
PRIOR TO THE EVENT OR THE PERMIT MAY BE DENIED.**

REVIEWED BY:

Pullin
Twin Falls Police Department

Approved Denied

[Signature]
Twin Falls Fire Department

Approved Denied

[Signature]
Parks & Recreation Department

Approved Denied

[Signature]
Urban Renewal
Building Department

Approved Denied

Approved Denied

[Signature]
Planning & Zoning

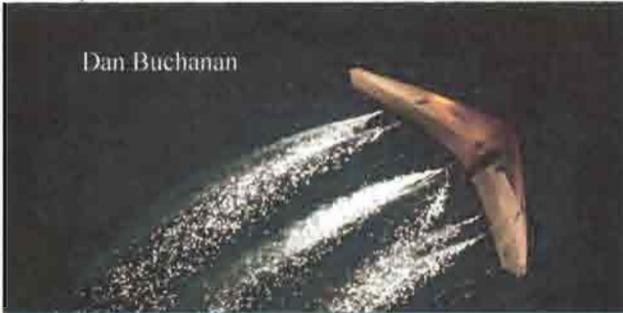
Approved Denied

[Signature]
Information Service

Approved Denied

Projected Performers

Dan Buchanan



Gary Rower



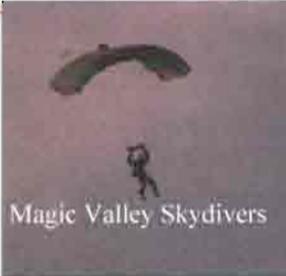
Matt Younkin



Kent Pietsch



Magic Valley Skydivers



David Erickson



Bill Braak with Smoke-n-Thunder



Melissa and Rex Pemberton



Brad Wursten



Air Magic Valley 2014

June 20-22, 2014

Friday Evening Twilight Performance-don't miss this one!
Saturday and Sunday Shows from 11 am until 3 pm each day.
Opportunities for sponsors are now available. Join the Air Magic Valley Team for 2014! Let your business become part of the excitement of Air Magic Valley 2014.

Phone: 208 308-1872 for more information
E-mail: mvairstow@yahoo.com



June 20-22, 2014

AIR MAGIC VALLEY
AIRSHOW

*Celebrating
Freedom™*

JUNE 20-22, 2014



Phone 208-308-1872



Looking ahead to June 20-22, 2014

"Celebrating Freedom"



Magic is in the air for 2014. Plans are underway. Performers are anticipating success. Static aircraft displays are being readied. Sponsors are joining up. Become a member of the Air Magic Valley Team as an individual or corporate sponsor. Help bring the Magic to Air Magic Valley 2014.



Behind the scenes of the public shows events helping kids are being hosted. Ryan J. Poes program "Elevate Your Life" gives kids chances to ride with performers and think of their

futures. Also hosted are Make-A-Wish, Wishing Star, and Kids Count kids coming to learn about aviation in a unique and special way, bringing some joy to their lives. Boy Scouts, Girl Scouts, and Civil Air Patrol Cadets also gain knowledge of aviation through the Air Magic Valley program.

Air Shows offer a unique opportunity to the whole family, what a tremendous way to spend a day, enjoying the thrill of flight, learning of our rich heritage of aviation, honoring our veterans and service personnel, while having fun doing it!



Mark Peterson



Recognizing our Heritage

Featured will be some of America's famous war birds both on static display, and performing their flights over the field, letting everyone hear the sounds that brought U.S. victory. We will be honoring our veterans and servicemembers each day with special recognition of their organizations and service.

We will have a 5K "Run the Runway" as well as a bike race to benefit the Wounded Warrior Project. Participants will receive an admission to the airshow and t-shirt showing their support.



Friday Night Spectacular!

For 2014 the Friday Night Spectacular will be more than just a VIP Party, it will be opened to the public to share the special edition of the Air Magic Valley experience. Featured performers planned include Dan Buchanan with his hang glider pyro show, Matt Younkin and his Twin Beech, Gary Rower with his illuminated Stearman, Rex and Melissa Pemberton and other skydivers jumping from the light into the dark, and Kent Pietsch with his aerobatic ballet, and to add more excitement Bill Braak and his jet car—flames and noise to excite anyone!



Individual Supporting Sponsor Levels

Chief Sponsor (\$500)

- Name on Air Show Sponsor Honor Roll in official program
- VIP parking pass (1)
- Sponsor points (12) to be used in the Air Show Store toward gate passes, hats, etc.

Crew Member Sponsor (\$250)

- Name on Crew Member list in official program
- Sponsor points (8) to be used in the Air show Store toward gate passes, hats, etc.

Friend Sponsor (\$100)

- Name on Friend list in official program
- Sponsor points (4) to be used in the Air Show Store toward

Air Show Store Options

Sponsors are awarded points for use at the Air Show Store, this allows customizing the sponsor package to meet the needs and desires of the sponsors. Additional items may be purchased.

Item	Points	Purchase
General Admission Passes (one day)	2	\$15.00
VIP Admission Passes (good for weekend)	6	\$50.00
VIP Parking Passes	4	\$30.00
VIP Hanger Party Passes	6	\$50.00
Weekend General Admission Passes	3	\$20.00
Polo Shirt	5	\$40.00
Air Show Pin	1	\$7.00

Air Magic Valley 2014



Air Magic Valley, Inc. P.O. Box 25, Twin Falls, ID 83303
 <mvairstow@yahoo.com>

Air Magic Valley 2014



Sponsorship Packages



CORPORATE SPONSOR LEVELS

Admiral Sponsors (\$40,000)

- Category exclusive (established by air show, must be contracted with cash deposit paid by Jan 15, 2014)
- Presenting level of air show
- Agency name/logo on all printed media, TV/radio commercials
- Two full (2) page advertisement in official program
- Allowed to put up (10) standard size banners at sponsors expense at the air show
- Featured on official air show banner
- Allowed to set up display at the air show (30'X30')
- VIP parking passes (20)
- Sponsor points (200) for Air Show Store use. This allows the sponsor to customize their package with additional passes, an optional private gazebo in the VIP area and option for self-catering of meal service. Allows to purchase items for employees or customers as they choose.

Captain Sponsors (\$20,000)

- Supporting level of air show
- Agency name/logo on all printed media
- Agency name/logo in at least 1/2 of TV/Radio media announcements
- Full page ad in official program
- Allowed to place (8) banners at sponsors expense at the air show
- Agency name/logo on official air show banner
- Allowed to set up display at the air show (30'X30')
- Allowed to include give away etc. for self-promotion at the air show
- Agency name announced at the air show
- Allowed to set up private gazebo in VIP area
- VIP Parking passes (12)
- Sponsor points (134) to be used in the Air Show Store

Commander Sponsors (\$10,000)

- Support level of air show
- Agency name/logo on all printed media
- Agency name/logo in at least 1/2 of TV/Radio media announcements
- Full page ad in official program
- Allowed to place (6) banners at sponsors expense at the air show
- Agency name/logo on official air show banner
- Allowed to set up display at the air show (20'X20')
- Allowed to include give away etc. for self-promotion at the air show
- Agency name announced at the air show
- VIP Parking passes (8)
- Sponsor points (82) to be used in the Air Show Store

Lt. Commander Sponsor (\$5,000)

- 1/2 page advertisement in official program
- VIP parking passes (4)
- Name announced at the air show
- Allowed to set up booth display at sponsors expense (12'X12')
- Allowed to put up (4) standard size banners at the air show
- Sponsor points (46) to be used in the Air Show Store

Lieutenant Sponsor (\$2,000)

- 1/4 page advertisement in official program
- VIP parking passes (2)
- Name announced at the air show
- Allowed to set up booth display at sponsors expense (12'X12')
- Allowed to put up (2) standard size banners at the air show
- Sponsor points (24) to be used in the Air Show Store

Ensign Sponsor (\$1,000)

- 1/8 page advertisement in official program
- VIP parking passes (1)
- Name announced at air show
- Allowed to set up booth display at sponsors expense (12'X12')
- Allowed to put up (1) standard size banner at the air show
- Sponsor points (14) to be used in the Air Show Store

Who Attends an Air Show—Demographic overview

- Last air show saw over 30,000 attend in a two day period
- Ratio of 60/40 male-female in attendance
- Age range from child to seniors, making it a unique multi-generational event
- Spectators average 6 hours at an air show
- Draws spectators from surrounding communities and states
- Financially attractive spectators with above average income
- 2/3 of spectators own their own homes
- 3/4 of spectators have some college education
- Unlike most events in recent years, air show attendance is increasing

(Source: International Conference of Air Shows)

Let your business be a part of this great community event! Select the sponsor level that best suits you, give the Air Magic team a call and join the team!



Date: Monday, May 12, 2014
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to purchase property adjacent to the Waste Water Treatment Plant (WWTP) from David Perrine and Anne Scott in the amount of \$60,356.79.

Time Estimate:

The staff presentation will take approximately 5 minutes

Background:

During the planning phases of the WWTP expansion project it was presented that the WWTP would need additional property for a 5th Secondary Clarifier in the future. With this need and a recommendation from our consultant's to purchase the property for access during the construction of the WWTP Expansion Project we contacted the owner and begun negotiations of purchasing the parcel of land identified in the attached exhibits. Staff was able to negotiate the sale of the property for \$60,000 plus ½ of closing costs through a Title Company. The attached Settlement Statement explains the details.

Approval Process:

City Code requires a majority approval of the council to allow the mayor to sign the closing documents.

Budget Impact:

This is an unbudgeted expense and will affect the waste water bond fund by \$60,356.79. By closing before the WWTP Construction Package 2 closes there will be a benefit of use for the contractor to use this parcel for staging and access that can not be quantified.

Regulatory Impact:

Approval of this request will allow the mayor to sign the Settlement Statement, Closing Instructions, and issue a check from the City to Titlefact in the amount of \$60,356.79.

Conclusion:

Staff recommends approval of this request allowing the mayor to sign the necessary paperwork, and a check released to Titlefact for closing on the property.

Attachments:

1. Arial Image of property
2. Record of Survey
3. Settlement Statement
4. Letter of Closing Instructions

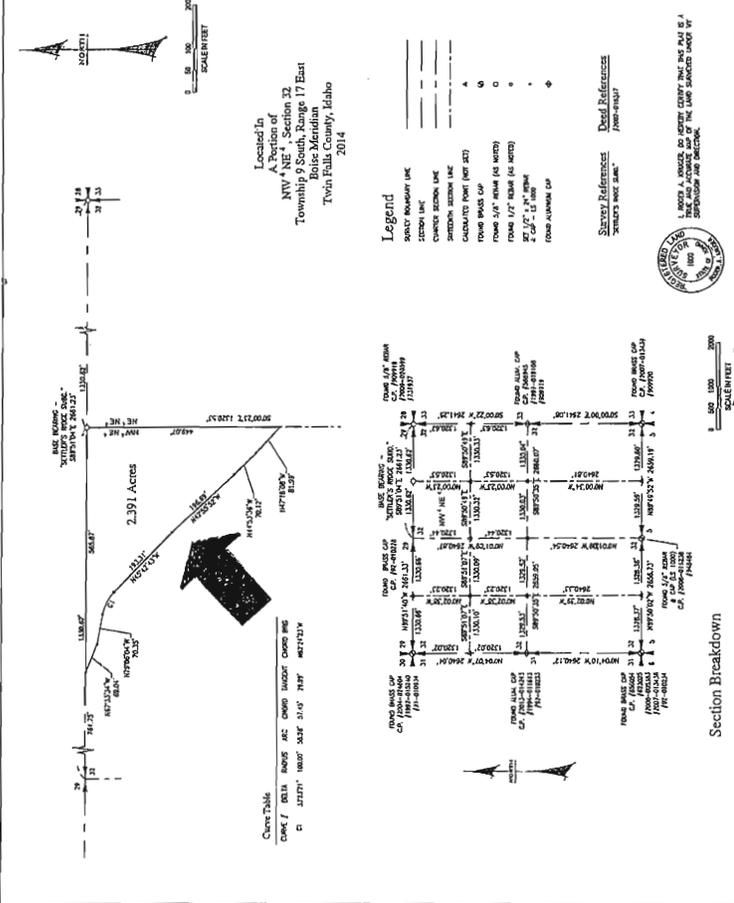


Google earth

© 2013 Google

Canyon Springs Rd

Canyon Rim Rd



Located in
 A Portion of
 NW 1/4 NE 1/4, Section 32
 Township 5 South, Range 17 East
 Boise Meridian
 Twin Falls County, Idaho
 2014

Scale: 1" = 100 Feet
 0 50 100 200
 FEET

North Arrow

City of Twin Falls - Pertine Property
 for
 Record of Survey
 EHM Engineers, Inc.
 1200 N. 1st Street, Suite 100, Twin Falls, Idaho 83421
 Phone: (208) 338-1111 Fax: (208) 338-1112
 www.ehmengineers.com



A. Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

B. Type of Loan			
1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> RHS 3. <input type="checkbox"/> Conv. Unins	6. File Number: 65665RG	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins			
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
D. Name & Address of Borrower: CITY OF TWIN FALLS IDAHO, a municipal corporation P. O. BOX 1907 TWIN FALLS, ID 83303-1907		E. Name & Address of Seller: ANNE E. SCOTT DAVID L. FERRINE 8802 32ND AVE. S.W. SEATTLE, WA 98126	F. Name & Address of Lender:
G. Property Location: PRT NW 1/4 NE 1/4 OF S. 32, T. 9 S., R. 17 EBM TWIN FALLS, ID 83301 PARCEL : #RP09S17E320630		H. Settlement Agent: TITLEFACT INC. 163 FOURTH AVENUE NORTH TWIN FALLS, ID 83301 Place of Settlement: 163 FOURTH AVENUE NORTH TWIN FALLS, ID 83301	TIN: 820293927 Phone: (208) 733-3821 i. Settlement Date: 5/14/2014 Funding Date: 5/14/2014
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price	60,000.00	401. Contract sales price	60,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	355.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes:		406. City/town taxes:	
to		to	
107. County taxes: 5/14/2014-12/31/2014	1.79	407. County taxes: 5/14/2014-12/31/2014	1.79
to		to	
108. Assessments:		408. Assessments:	
to		to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	60,356.79	420. Gross Amount Due To Seller	60,001.79
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	355.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. 2013 TAX	42.29
207.		507. PREPAY 2014 TAX	40.92
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes:		510. City/town taxes:	
to		to	
211. County taxes:		511. County taxes:	
to		to	
212. Assessments:		512. Assessments:	
to		to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower		520. Total Reduction Amount Due Seller	438.21
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	60,356.79	601. Gross amount due to seller (line 420)	60,001.79
302. Less amounts paid by/for borrower (line 220)		602. Less reductions in amount due seller (line 520)	438.21
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	60,356.79	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	59,563.58

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges				File Number: 65665RG	Loan Number:
700. Total Real Estate Broker Fees					
Division of Commission (line 700) as follows:				Paid From	Paid From
701. \$	to			Borrower's	Seller's
702. \$	to			Funds at	Funds at
				Settlement	Settlement
703. Commission paid at settlement					
704.					
800. Items Payable In Connection With Loan					
801. Our origination charge \$ (from GFE #1)					
802. Your credit or charge (points) for the specific interest rate chosen \$ (from GFE #2)					
803. Your adjusted origination charges (from GFE A)					
804. Appraisal fee to (from GFE #3)					
805. Credit report to (from GFE #3)					
806. Tax service to (from GFE #3)					
807. Flood certification (from GFE #3)					
808.					
809.					
810.					
811.					
900. Items Required By Lender To Be Paid In Advance					
901. Daily interest charges from 5/14/2014 to 6/1/2014 @ \$ /day (from GFE #10)					
902. Mortgage insurance premium for 0 months to (from GFE #3)					
903. Homeowner's insurance for 0 years to (from GFE #11)					
904.					
905.					
1000. Reserves Deposited With Lender					
1001. Initial deposit for your escrow account (from GFE #9)					
1002. Homeowner's insurance months @ per mo \$					
1003. Mortgage insurance months @ per mo \$					
1004. Property taxes months @ per mo \$					
1005. months @ per mo \$					
1006. months @ per mo \$					
1007. Aggregate Adjustment \$0.00					
1100. Title Charges					
1101. Title services and lender's title insurance (from GFE #4)					
1102. Settlement or closing fee					
1103. Owner's title insurance TITLEFACT, INC. (from GFE #5) 232.50 232.50					
1104. Lender's title insurance					
1105. Lender's title policy limit \$					
1106. Owner's title policy limit \$					
1107. Agent's portion of the total insurance premium \$					
1108. Underwriter's portion of the total insurance premium \$					
1109. CLOSING FEE to TITLEFACT, INC. 115.00 115.00					
1110.					
1111.					
1200. Government Recording and Transfer Charges					
1201. Government recording charges TITLEFACT, INC. (from GFE #7) 7.50					
1202. Deed \$7.50 Mortgage \$ Release \$7.50 7.50					
1203. Transfer taxes (from GFE #8)					
1204. City/County tax/stamps: Deed \$ Mortgage \$					
1205. State tax/stamps: Deed \$ Mortgage \$					
1206. \$					
1207. \$					
1300. Additional Settlement Charges					
1301. Required services that you can shop for (from GFE #6)					
1302.					
1303.					
1304.					
1305.					
1306.					
1307.					
1308.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				355.00	355.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

✓

CITY OF TWIN FALLS IDAHO, Buyer/Borrower ANNE E. SCOTT Seller

a municipal corporation Buyer/Borrower DAVID L. PERRINE Seller

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

TITLEFACT INC. Settlement Agent 5/14/2014 Date

Case No. 65665RG

**LETTER OF CLOSING INSTRUCTIONS
TO
TITLEFACT, INC.**

We, the undersigned, hereby instruct *TitleFact, Inc.*, hereinafter referred to as "closing agent," when in receipt of all documents and monies as set out herein, to close this transaction according to the following instructions and information:

The parties have entered into a contract for the purchase and sale of subject property, hereinafter referred to as "the contract." The closing agent is hereby instructed to close the transaction in accordance with the terms of the contract as well as these instructions. **HOWEVER**, in the event the terms of the contract and the terms of these instructions shall conflict, the terms of these instructions shall control.

Property: Part of NW ¼ NE ¼ of S. 32, T. 9 S., R. 17 EBM, Twin Falls County, Idaho

BUYER: CITY OF TWIN FALLS, IDAHO, a municipal corporation

SELLER: ANNE E. SCOTT, dealing with her sole and separate property; and DAVID L. PERRINE, dealing with his sole and separate property

TERMS

Sale Price	\$	60,000.00	payable as follows:
Earnest Money Deposit	\$	-0-	held by N/A
Cash at Closing	\$	60,000.00	(plus or minus closing costs and prorations)

PRORATION DATE: May 14, 2014

CLOSING DATE: May 14, 2014

The closing agent is instructed to prorate all items to be prorated as of above date with the Seller being responsible for all such items to and including the date of proration and the Buyer being responsible for such items from and after said date of proration.

The property taxes for 2014 shall be reverse prorated on the approximate amount of \$2.81. The parties hereto acknowledge that there may be a difference between the amount of taxes prorated and the actual tax assessment ultimately levied. The parties further acknowledge that additional taxes may be levied; and the parties hereto agree to hold the closing agent harmless for any proration difference of additional taxes and agree to promptly adjust any such difference between themselves. The closing agent shall not prorate any utility charges, unless specifically instructed to do so.

COSTS

The following items shall be paid by: BUYER (B); SELLER (S); DIVIDED EVENLY BETWEEN BUYER AND SELLER UNLESS OTHERWISE STATED (D); or PAID OUTSIDE OF CLOSING (POC):

D	Closing Fee
D	Title Insurance, Owner's Policy

TITLE INSURANCE

Insurer: ___ Fidelity National Title Insurance Company X Old Republic National Title Insurance
(X) std () ext () coverage owner's/purchaser's policy Amt \$60,000.00

HAZARD INSURANCE

NEW AGENT: Unknown

Paid outside of closing

When the closing agent has received all properly executed documents and all funds necessary for the completion of this transaction and the title insurer is in a position to issue the type of policy(s) set out above, subject only to **Exceptions No. 1 through 13** as shown in Commitment dated April 25, 2014, their usual printed exceptions, and any documents recorded in connection with this transaction, the closing agent is hereby authorized and instructed to record or file all the closing documents and disburse funds deposited in accordance with the amount shown on the closing statement. Minor adjustments may be made for additional interest due to delay in disbursing or other minor items beyond the control of the closing agent, for which the respective party shall be given an accounting.

In the event this transaction does not close for any reason, the closing agent shall be entitled to reimbursement for any and all costs expended by it and shall be further entitled to an escrow cancellation fee and/or title insurance cancellation fee not to exceed one-half of the normal fee for either; and the parties hereto agree to be jointly and severally liable for same. Further, any earnest money deposited with the closing agent shall be refunded only upon written instructions from the parties hereto, EXCEPT that, in the event the earnest money has been deposited by the Broker, the closing agent is hereby authorized to refund same to the Broker's trust account for his disposition herewith; the closing agent shall be entitled to retain as much of the earnest money as it is entitled to hereunder for the reimbursement of said expenses.

Although TitleFact, Inc., may be required to pay off existing loans, debts, or liens in the process of complying with the contract, TitleFact, Inc., shall not in any way be liable for determining the validity or accuracy of payoff statements secured for this purpose.

The closing agent shall have no responsibility for compliance with any truth-in-lending, usury or consumer protection laws of the United States or the State of Idaho, nor any governmental regulations including but not limited to zoning and subdivision ordinances, or Chapter 25, Title 55, Idaho Code, "The Property Condition Disclosure Act."

It is agreed by the parties hereto that TitleFact, Inc., an Idaho corporation, its officers, employees or escrow agent have provided no advice in connection with or respect to the above laws, ordinances or regulations, and any questions relative to the above should be referred to legal counsel for advice.

The closing agent is directed to comply with the instructions contained in these instructions and the parties hereto agree to indemnify and hold harmless the closing agent from any and all actions or losses related hereto other than failure to comply herewith, including but not limited to any attorney's fees or costs incurred by the closing agent in defending itself in any such actions.

BY EXECUTION OF INSTRUCTIONS, THE BUYER AND SELLER ACKNOWLEDGE THE FOLLOWING:

- 1) The closing agent is not acting as a representative or advocate of either party.
- 2) The documents prepared in connection with this transaction will affect the legal rights of the parties, and the parties' rights or interests in those documents may differ.
- 3) The GROSS SALES PRICE will be reported by TitleFact, Inc., to the Internal Revenue Service, as required by law.
- 4) Any documents typed by the closing agent have been done so at our direction or the direction of our counsel.
- 5) The closing agent is not licensed to practice law and no legal advice, advice as to the content of the documents, nor advice as to the merits of the transaction has been offered by the closing agent.
- 6) THE CLOSING AGENT HAS ADVISED THE PARTIES HERETO TO SEEK THE ADVICE OF INDEPENDENT COUNSEL IF ANY PART OF THIS TRANSACTION IS NOT FULLY UNDERSTOOD.
- 7) TitleFact, Inc., adopts the LandAmerica privacy policy and will share your nonpublic personal information only in accordance with the paragraph entitled "How we use this information."

ADDITIONAL INSTRUCTIONS:

BUYER:

CITY OF TWIN FALLS, IDAHO, a municipal corporation

By: _____

SELLER:

ANNE E. SCOTT

DAVID L. PERRINE

TITLEFACT, INC.

BY: _____
Reva J. Gunter, Closing Agent



Date: Monday, May 12, 2014
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

Request:

Discussion and possible action on submitting a letter of support of developing the US-93 corridor into Interstate 11 that is a part of the proposed NAFTA corridor.

Time Estimate:

The presentation will take approximately 5 minutes in addition to time needed for answering questions.

Background:

The City of Twin Falls has been asked to provide a letter of support developing the US-93 corridor into Interstate 11 that is a part of the proposed NAFTA corridor.

Congress has recognized the importance of the portion of the corridor between Phoenix and Las Vegas and designed it as future I-11 in the recent transportation authorization bill, Move Ahead for Progress in the 21st Century Act (MAP-21).

There are three alternatives that are currently being discussed to extend the currently planned I-11 termination point (Las Vegas) to Canada. Those routes include:

- Using US-95 to Fallon and onto Reno, US-395 into California and terminating at I-5 in Eugene.
- Using US-95 to Fallon to I-80 into Winnemucca and then into Oregon per US-20, terminating at I-5 in Eugene
- Using US-93 to I-84 in Twin Falls

The Twin Falls route is 337 miles shorter. Based on an average cost of \$20 million per mile, the project would save approximately \$6.74 billion. Also, the Twin Falls route provides two primary points of access to Canada where the other routes provide only one.

The connectivity could also provide additional economic development opportunities to the City of Twin Falls, as well as the entire Magic Valley and State of Idaho.

Approval Process:

Approval requires a simple majority vote of the City Council members present on the direction to be taken.

Budget Impact:

There is no budget impact associated with this request.

Regulatory Impact:

There are no regulatory impacts associated with this request.

Attachments

1. Letter of support from Greater Twin Falls Transportation
2. Letter of support from the Twin Falls Board of County Commissioners

Greater Twin Falls Area Transportation Committee

Members:

Twin Falls County	Buhl Highway District	Filer Highway District	Murtaugh Highway Dist.
Twin Falls Highway Dist.	City of Buhl	City of Filer	City of Kimberly
City of Twin Falls	Twin Falls County Sherriff	Trucking Industry	Chamber of Commerce

April 18, 2014

Sondra Rosenberg, PTP
Nevada Department of Transportation
1263 S. Stewart Street
Carson City, NV 89712
(775) 888-7241

Michael Kies, PE
Arizona Department of Transportation
206 S. 17th Avenue
Phoenix, AZ 85007
(602) 712-8140

Dear Ms. Rosenberg and Mr. Kies:

The Greater Twin Falls Area Transportation Committee does support the Nevada US-93 Corridor to be developed as part of the NAFTA corridor that would connect to the proposed Interstate-11 Corridor between Phoenix and Las Vegas.

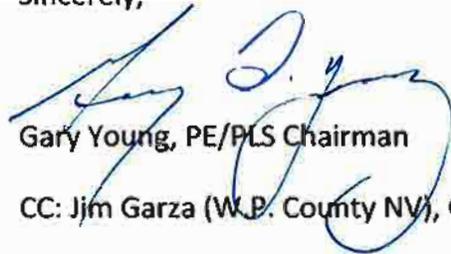
The Committee members passed a motion of support for designating US-93 as the NAFTA corridor in Nevada and southern Idaho in their April 8, 2014 meeting. The Committee feels that for the transportation of goods between Mexico and Canada, US-93 through Nevada and southern Idaho is a shorter and more economical corridor than US-95 through Nevada and Oregon.

Our Committee's opinion that US-93 is a more viable route is based on several considerations:

- In Nevada, US-93 is better developed than US-95, and would require less work to bring it up to proposed standards for a NAFTA corridor.
- If a connection to California population centers and ports is a priority, the Las Vegas to Los Angeles corridor is a more efficient connection than going to San Francisco for a NAFTA corridor.

We thank you for your consideration in this matter.

Sincerely,



Gary Young, PE/PLS Chairman

CC: Jim Garza (W.P. County NV), George Urie (T.F. County ID), Devin Rigby (ITD-D4)

L. GEORGE URIE
COMMISSIONER
THIRD DISTRICT

TWIN FALLS COUNTY
BOARD OF COUNTY COMMISSIONERS
630 ADDISON AVE. WEST
P. O. BOX 126
TWIN FALLS, ID 83303-0126
(208) 736-4068
(208) 736-4176 FAX
(800) 377-3529 Idaho Relay (TTY)

LEON MILLS
VICE-CHAIRMAN
SECOND DISTRICT

TERRY RAY KRAMER
CHAIRMAN
FIRST DISTRICT

KRISTINA GLASCOCK
CLERK
(208) 736-4004

May 7, 2014

Sondra Rosenberg, PTP
Nevada Dept. of Transportation
1263 S. Stewart St.
Carson City, NV 89712

Michael Kies, PE
Arizona Dept. of Transportation
206 S. 17th Ave.
Phoenix, AZ 85007

RE: NAFTA Corridor

Ms. Rosenberg and Mr. Kies,

The Twin Falls County Commissioners support the Nevada US-93 corridor to be developed as part of the NAFTA corridor that would connect to the proposed Interstate-11 corridor between Phoenix and Las Vegas and up to the ports and heartlands of Canada in the North.

For the transportation of goods between Mexico and Canada, Twin Falls County, Twin Falls City and the Twin Falls Area Transportation Committee feel that US-93 through Nevada and Southern Idaho is a shorter and more economical corridor than US-95 through Nevada and Oregon.

The Twin Falls County Commissioners feel that US-93 is a more viable route based upon several considerations:

- In Nevada, US-93 is better developed than US-95 which would require less work to bring it up to proposed standards and runs primarily through public lands.
- The US-93 connector would allow easy access to the Pacific coast ports or the Canadian heartland from the Southern U.S. border.

We thank you for your consideration in this matter.

Sincerely,
Board of County Commissioners



Terry Kramer
Chairman



George Urie
Commissioner

**SENT WITHOUT SIGNATURE
TO AVOID DELAY**

Leon Mills
Commissioner

cc: Jim Garza (W.P. County NV)
Devin Rigby (ITD-D4)



Date: Monday, May 12, 2014

To: Honorable Mayor and City Council

From: Lorie Race, CFO

Request:

A presentation on the finances of the City of Twin Falls for the first 6 months of fiscal year 2013-2014. This presentation will be a historical overview of the tax-supported funds and the three major enterprise funds, Water, Wastewater and Sanitation.

Time Estimate:

I will give a presentation, followed by any questions Council may have. I would estimate this item taking approximately 20-30 minutes.

Background:

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

Budget Impact:

There is no budget impact.

Regulatory Impact:

There is no regulatory impact.

Conclusion:

There is no action required by the City Council.

Attachments:

- Summary of revenues and expenditures for all tax supported funds for the first six months of fiscal year 13-14.
- Summary of Water Fund revenues and expenditures for the first six months of fiscal year 13-14.
- Summary of Wastewater Fund revenues and expenditures for the first six months of fiscal year 13-14.
- Summary of Sanitation Fund revenues and expenditures for the first six months of fiscal year 13-14.

City of Twin Falls
Summary of Tax-Supported Funds
March 31, 2014

		6 of 12 months	50.00%			
			% Received			
	Budgeted Rev	Actual Rev	to Date	2013	2012	2011
Property Taxes	\$ 17,286,791	\$ 10,198,159	59.0%	58.7%	58.0%	58.5%
Franchise Taxes	\$ 1,665,000	\$ 1,195,796	71.8%	60.6%	57.6%	55.7%
Permits	\$ 878,000	\$ 482,814	55.0%	53.7%	58.3%	37.4%
Revenue Sharing-County, State, Liquor	\$ 3,215,000	\$ 1,661,980	51.7%	54.5%	53.7%	52.2%
State Liquor Apportionment	\$ 510,000	\$ 216,726	42.5%	41.6%	44.2%	47.6%
Street Fund-Highway Monies	\$ 2,210,000	\$ 1,244,514	56.3%	55.8%	54.2%	56.0%
Court Revenues	\$ 200,000	\$ 121,019	60.5%	32.4%	62.3%	42.0%
Street Sweeping	\$ 248,000	\$ 126,019	50.8%	50.4%	49.4%	72.0%
Contributions	\$ -	\$ 1,095	100.0%			
Grants	\$ 737,516	\$ 90,072	12.2%	69.0%	28.2%	75.3%
Misc	\$ 368,250	\$ 416,407	113.1%	109.8%	127.8%	88.3%
E-911	\$ 475,000	\$ 259,407	54.6%	53.5%	40.4%	41.4%
Recreation Fees	\$ 183,500	\$ 80,450	43.8%	44.6%	44.7%	38.4%
Airport Revenues	\$ 897,137	\$ 540,971	60.3%	66.4%	43.4%	57.8%
Investment Interest	\$ 275,000	\$ 236,793	86.1%	36.0%	41.2%	33.5%
Fire District	\$ 415,330	\$ 232,567	56.0%	39.7%	58.8%	57.7%
Transfers	\$ 2,234,481	\$ 9,833,658	440.1%	121.6%	50.0%	54.9%
Surplus Reserves	\$ 272,434	\$ -				
Revenue Totals	\$ 32,071,439	\$ 26,938,447	84.0%	60.0%	44.5%	56.5%
	Budgeted Exp	Actual Exp				
Personnel	\$ 18,200,958	\$ 8,596,079	47.2%	46.3%	47.1%	46.6%
M & O	\$ 6,822,072	\$ 3,086,782	45.2%	40.3%	42.4%	39.7%
Capital	\$ 6,135,951	\$ 4,292,028	69.9%	33.4%	16.5%	35.4%
Transfers	\$ 912,458	\$ 9,172,647	1005.3%	19.7%	6.1%	60.7%
Expenditure Totals	\$ 32,071,439	\$ 25,147,536	78.4%	40.6%	32.6%	43.6%
Excess/<Deficit>	\$ -	\$ 1,790,911				

City of Twin Falls						
Water Fund						
Fiscal Year 2013-2014						
	6 of 12 months	50.00%				
		2013-2014	2013-2014			2013-2014
Revenues		<u>Budget</u>	<u>Actuals</u>		<u>Difference</u>	<u>Projections</u>
Water revenue	\$	6,316,858	\$ 2,495,412	39.5%	\$ 3,821,446	\$ 6,381,000
Flat rate-Arsenic compliance	\$	1,971,646	\$ 1,022,785	51.9%	\$ 948,861	\$ 2,042,000
Tap fees	\$	27,312	\$ 68,500	250.8%	\$ (41,188)	\$ 68,000
Irrigation revenue	\$	529,555	\$ 260,546	49.2%	\$ 269,009	\$ 555,000
Investment income	\$	135,000	\$ 97,344	72.1%	\$ 37,656	\$ 190,000
Other	\$	198,211	\$ 109,153	55.1%	\$ 89,058	\$ 165,000
Transfers	\$	394,630	\$ 197,315	50.0%	\$ 197,315	\$ 394,630
Reserves	\$	800,000	\$ -		\$ 800,000	\$ 213,173
		<u>\$ 10,373,212</u>	<u>\$ 4,251,054</u>	41.0%		<u>\$ 10,008,803</u>
Expenditures						
Personnel	\$	1,725,645	\$ 832,387	48.2%	\$ 893,258	\$ 1,700,000
M&O	\$	2,514,474	\$ 976,843	38.8%	\$ 1,537,631	\$ 2,500,000
Capital	\$	1,727,500	\$ 699,601	40.5%	\$ 1,027,899	\$ 1,727,500
Debt	\$	2,792,423	\$ 439,502	15.7%	\$ 2,352,921	\$ 2,792,423
Transfers	\$	1,026,343	\$ 513,172	50.0%	\$ 513,171	\$ 1,026,343
		<u>\$ 9,786,385</u>	<u>\$ 3,461,505</u>	35.4%		<u>\$ 9,746,266</u>

City of Twin Falls
Wastewater Fund
Fiscal Year 2013-2014

6 of 12 months 50.00%

		2013-2014	2013-2014			2013-2014
Revenues		<u>Budget</u>	<u>Actuals</u>		<u>Difference</u>	<u>Projections</u>
Residential & commercial	\$	5,794,560	\$ 2,672,356	46.1%	\$ 3,122,204	\$ 5,718,000
Industrial	\$	2,946,682	\$ 1,645,435	55.8%	\$ 1,301,247	\$ 3,010,000
Municipal	\$	177,597	\$ 129,137	72.7%	\$ 48,460	\$ 200,000
Capacity fees	\$	148,350	\$ 68,992	46.5%	\$ 79,358	\$ 139,000
Investment income	\$	132,000	\$ 45,429	34.4%	\$ 86,571	\$ 200,000
Other	\$	140,000	\$ 49,459	35.3%	\$ 90,541	\$ 100,000
DAF Portion of payment	\$	-	\$ -	0.0%	\$ -	\$ -
Grants	\$	-	\$ 969,557		\$ (969,557)	\$ 969,557
Transfer-General Fund	\$	-	\$ -	0.0%	\$ -	\$ -
		<u>\$ 9,339,189</u>	<u>\$ 5,580,366</u>	59.8%	<u>\$ 3,758,823</u>	<u>\$ 10,336,557</u>
			<u>\$ 68,489</u>			
Expenditures						
Personnel	\$	590,304	\$ 287,021	48.6%	\$ 303,283	\$ 581,000
M&O	\$	3,643,412	\$ 1,796,800	49.3%	\$ 1,846,612	\$ 3,223,733
Capital	\$	1,179,300	\$ 3,162,620	268.2%	\$ (1,983,320)	\$ 987,472
Debt	\$	3,253,754	\$ 173,797	5.3%	\$ 3,079,957	\$ 3,545,146
Transfers	\$	672,419	\$ 336,209	50.0%	\$ 336,210	\$ 672,419
	\$	<u>9,339,189</u>	<u>\$ 5,756,448</u>	61.6%	<u>\$ 3,582,741</u>	<u>\$ 9,009,770</u>

City of Twin Falls

Sanitation Fund

Fiscal Year 2013-2014

6 of 12 months 50.00%

		2013-2014	2013-2014			2013-2014
Revenues		<u>Budget</u>	<u>Actuals</u>		<u>Difference</u>	<u>Projections</u>
	Garbage & Refuse Collection	\$ 1,661,000	\$ 833,467	50.2%	\$ 827,533	\$ 1,667,000
	Sanitation Admin Fee	\$ 326,261	\$ 161,614	49.5%	\$ 164,647	\$ 323,200
	Refuse & Weed Removal	\$ 8,000	\$ 3,320	41.5%	\$ 4,680	\$ 8,000
	Landfill Fees	\$ 624,000	\$ 313,417	50.2%	\$ 310,583	\$ 627,000
	Recycle Revenue	\$ 2,000	\$ -	0.0%	\$ 2,000	\$ -
	Code Violations	\$ -	\$ 300		\$ (300)	\$ 300
	Penalties & Interest	\$ -	\$ 542		\$ (542)	\$ 550
	Interest Income	\$ 9,000	\$ 4,293	47.7%	\$ 4,707	\$ 9,000
	Miscellaneous Revenues	\$ -	\$ -		\$ -	\$ -
	Surplus Reserves	\$ -	\$ -		\$ -	\$ -
		<u>\$ 2,630,261</u>	<u>\$ 1,316,951</u>	50.1%	<u>\$ 1,313,310</u>	<u>\$ 2,635,050</u>
Expenditures		<u>Budget</u>	<u>Actual</u>			
	Personnel	\$ -	\$ 3,426	#DIV/0!	\$ (3,426)	\$ 5,500
	M&O	\$ 2,271,690	\$ 916,605	40.3%	\$ 1,355,085	\$ 2,285,027
	Capital	\$ -	\$ 4,184		\$ (4,184)	\$ 4,184
	Debt	\$ -	\$ -		\$ -	\$ -
	Transfers	\$ 358,571	\$ 179,286	50.0%	\$ 179,285	\$ 358,571
	Totals	<u>\$ 2,630,261</u>	<u>\$ 1,103,501</u>	42.0%	<u>\$ 1,526,760</u>	<u>\$ 2,653,282</u>