

COUNCIL MEMBERS:

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



AGENDA
 Meeting of the Twin Falls City Council
Monday, July 21, 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: None		
GENERAL PUBLIC INPUT		
AGENDA ITEMS		
I. <u>CONSENT CALENDAR:</u> 1. Consideration of a request to approve the Accounts Payable for July 15-21, 2015. 2. Consideration of a request to approve the July 7, 2014, City Council Minutes.	<u>Purpose:</u> Action Action	<u>By:</u> Sharon Bryan Leila A. Sanchez
II. <u>ITEMS FOR CONSIDERATION:</u> 1. Consideration of a request to confirm the appointment of Ruth Pierce and the reappointment of Debbie Lattin to the Historic Preservation Commission. 2. Consideration of a request to accept the transfer of TFURA-owned property located at 122 4th Avenue South (Dennis Bowyer Park) to the City of Twin Falls and authorize the Mayor to sign the accompanying maintenance agreement. 3. Presentation of the City Pool Financial Report by the Aquatics Director of the YMCA. 4. Consideration of a request to adopt an ordinance for a Zoning Title Amendment to amend Title 10; Chapter 4; Section 23.3 - Residential Business District - Property Development Standards. 5. Presentation on the results of the 2014 Citizen Survey Results. 6. Presentation of the Enterprise-Type Funds from the City Manager's Recommended Budget for FY 2015. 7. Public input and/or items from the City Manager and City Council.	<u>Purpose:</u> Action Action Presentation Action Presentation Presentation	<u>By:</u> Don Hall Melinda Anderson John Pauley Rene'e V. Carraway Josh Palmer Travis Rothweiler/ Lorie Race
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u> 6:00 P.M. - None		
V. <u>ADJOURNMENT:</u>		

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.



Date: Monday , July 21, 2014
To: City Council
From: Mayor Don Hall

Request:

Consideration of a request to confirm the appointment of Ruth Pierce and the reappointment of Debbie Lattin to the Historic Preservation Commission.

Time Estimate:

The presentation will take approximately 3 minutes. Following the presentation, additional time may be necessary for questions.

Background:

John Pauley resigned his position on the Historic Preservation Commission in March of 2014. He provided valuable input to the Commission and had good attendance records. His participation on the Commission will be missed.

Debbie Lattin recently completed a partial term on the Commission. Debbie was appointed in February 2013 to finish serving a vacated three year term. Debbie is eligible for and has requested reappointment to the Commission. Debbie has had great attendance and has been a valuable contributor to the Commission.

City staff posted a vacancy notice for these positions. Staff received applications from four individuals with an interest in serving on the Historic Preservation Commission. An interview panel consisting of HPC Chairman Randall Watson, Vice-Mayor Suzanne Hawkins, Planner 1 Kelly Weeks, and I interviewed these four individuals. The interview panel recommended that Ruth Pierce be appointed to the Commission. In addition to appointing Ruth, I would like to reappoint Debbie Lattin to her first full three year term on the Commission. These appointments would be for three years beginning July 2014 and ending in June 2017.

Approval Process:

City Code 2-7-3 says that Historic Preservation Commissioners are appointed by the Mayor and confirmed by the City Council.

Budget Impact:

None

Regulatory Impact:

Approval of this request will maintain full membership on the Historic Preservation Commission.

Conclusion:

I request that the Council confirm my appointment of Ruth Pierce and my reappointment of Debbie Lattin to the Historic Preservation Commission.

Attachment:

Letter of interest



**STEVENS PIERCE &
ASSOCIATES, CPAs**

Bringing More To The Table

320 Main Ave. North
PO Box 145
Twin Falls, ID 83303

120 2nd Ave. N.
Ketchum, ID 83340

TEL (208) 734-8662
FAX (208) 734-8685
www.twinfallscpa.com

TEL (208) 928-7701
www.woodrivercpa.com

May 14, 2014

City of Twin Falls
Historic Preservation Commission
Attention: Kelly Weeks

Re: Open Seat

I am submitting my application for the open position on the Historic Preservation Commission. I believe I am qualified to serve on the Commission for the following reason:

- Resident of the Magic Valley for 36 years.
- Downtown employee and business owner for 36 years.
- Active participant in the Community, serving on various boards and committees, including but not limited to – Greater Twin Falls Area Chamber of Commerce, Magic Valley Citizens' 4th of July, Twin Falls Rotary, Business Plus, Southern Idaho Economic Development Organization, Downtown BID, YMCA and CSI Foundation.

Please consider my application for the open position. I am anxious be of service to our community.

Sincerely yours,

Stevens Pierce & Associates, CPAs

Ruth S. Pierce, CPA, CVA, FCPA

Your Peace of Mind is Our Business



Monday July 21, 2014
To: Honorable Mayor and City Council
From: Melinda Anderson, Economic Development Director

Request:

Consideration of a request to accept the transfer of TFURA-owned property located at 122 4th Ave So (Dennis Bowyer Park) to the City of Twin Falls and authorize the Mayor to sign the accompanying maintenance agreement between the City and TFURA.

Time Estimate:

The presentation will take approximately 5 minutes. Following the presentation, additional time may be necessary for questions.

Background:

On June 9, 2014 the TFURA board approved Resolution 2014-1 to transfer the recently completed pocket park located at 122 4th Ave South to the City along with an approved maintenance agreement. In addition, the board approved naming the park Dennis Bowyer Park to honor Dennis' 30-year career with the City's Parks and Rec Department and his leadership of it.

TFURA and City Council have had previous discussions regarding the ownership of the new pocket park. Both parties have in concept agreed to the land transfer and maintenance agreement. This resolution and maintenance agreement formalizes it.

The maintenance agreement is as previously discussed: TFURA will pay for park maintenance, repairs, power, and water through 2022 when RAA 4-1 expires. After that the City will take on these costs associated with the park since it will then have the increased property tax income to offset the cost.

Attached are the signed resolution and the maintenance agreement.

Approval Process:

Approval by a majority of the City Council in open meeting.

Budget Impact:

None at this time.

Regulatory Impact:

None.

Conclusion:

TFURA requests that the Council accept the property transfer and authorize the Mayor to sign the maintenance agreement.

Attachment:

1. Signed TFURA resolution
2. Maintenance Agreement

RESOLUTION NO. 2014-1

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO, DECLARING THE INTENTION TO TRANSFER REAL PROPERTY.

WHEREAS, The Urban Renewal Agency of the City of Twin Falls owns Lots 9-12, Block 119, of the Twin Falls Townsite, Twin Falls County, Idaho, to be named Dennis Bowyer Park, which has been redeveloped into a pocket park and is no longer needed for the Agency's public purposes; and,

WHEREAS, The City of Twin Falls may wish to acquire the subject property for its public park system.

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO:

Section 1: That the Urban Renewal Agency of the City of Twin Falls hereby declares its intention to transfer Lots 9-12, Block 119, of the Twin Falls Townsite, Twin Falls County, Idaho, to the City of Twin Falls, contingent upon the City's acceptance of the property.

Section 2: That the Chairman is authorized to execute a deed from the Urban Renewal Agency to the City of Twin Falls upon notification from the City of acceptance of the property.

| PASSED BY THE URBAN RENEWAL AGENCY June 9, 2014.

SIGNED BY THE CHAIRMAN June 9, 2014.

Andy L. Bond
Chairman

AGREEMENT

This Agreement is entered into by and between the City of Twin Falls, Idaho (“City”) and the Urban Renewal Agency of the City of Twin Falls, Idaho (URA”).

WHEREAS, The URA has developed a pocket park on 4th Avenue South near Shoshone Street South, pursuant to its redevelopment efforts in the downtown area; and,

WHEREAS, The URA believes that the pocket park should be incorporated into the City’s public park system; and,

WHEREAS, The City has agreed to accept dedication of the park, provided that the URA continues maintenance of the park during the life of Revenue Allocation Area 4-1.

NOW, THEREFORE, In consideration of the mutual promises contained herein, the parties agree as follows:

1. URA agrees to transfer all right, title and ownership to the redeveloped pocket park, legally described as Lots 9-12, Block 119, Twin Falls Townsite, Twin Falls County, Idaho, to the City.
2. City agrees to accept dedication of the pocket park.
3. URA agrees to pay directly for all power, water, maintenance and repairs through December 31, 2014, and to reimburse the City for the costs of power, water, maintenance and repairs of the pocket park, beginning January 1, 2015 and ending December 31, 2022.
4. URA agrees to pursue all warrantee claims for the pocket park project.
5. City agrees to contract routine landscaping and maintenance of the park, through a contract substantially in the form attached.
6. URA agrees to reimburse City for all maintenance and repair costs within 30 days of billing.

DATED this _____ day of July, 2014.

CITY OF TWIN FALLS

URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS

Mayor

Chairman

CITY OF TWIN FALLS



PARKS & RECREATION DEPARTMENT

Bid Proposal

PROJECT: 2015 Contract Services for Pocket Park Maintenance

Bid Proposal Submitted by:

Name

Address

City

Phone

Date

The City of Twin Falls Parks and Recreation Department is requesting bids for the mowing and maintenance of a new Pocket Park located at the 100 block of 4th Avenue South in Twin Falls Idaho.

As part of the proposal, bidders are required to attend a pre-bid meeting at **10:30 am on Monday, February 23rd, 2015** at the Parks & Recreation Office located at 136 Maxwell Avenue. Bids must be submitted to the Parks & Recreation Office by **3:00pm on Monday, March 9th, 2015**. If awarded the bid, a detailed mowing/maintenance schedule must be submitted to Parks & Recreation prior to work starting. All bids must list any sub-contractors that will be used to perform the work specified and notification must be given to Parks & Recreation if any changes are made to sub-contractors. Please contact Todd Andersen or Kevin Skelton at 736-2265 with any questions.

All irrigation installation/repair, landscaping materials, and workmanship are guaranteed to adhere to the City of Twin Falls Specifications. Any alterations or deviation from the specifications or drawings which involve extra cost will be executed only as per written orders and shall become an addition or deduction to the bid amount or the original proposal. The Contractor shall carry liability insurance in the minimum amount of \$500,000 for jobs less than \$10,000 or \$1,000,000 for jobs larger than \$10,000; and workman's compensation insurance. Certificates of insurance shall be submitted with the bid. All costs incurred due to strikes, accidents or other delays shall be the Contractor's responsibility. **Payments for work performed will be processed on a bi-weekly basis and an itemized invoice must be submitted to Parks & Recreation.** The terms of this contract will begin on the day the bid is awarded and expire December 31, 2015. Future contracts may be renewed at the discretion of the Parks and Recreation Department.

Any damage to Parks & Recreation Department infrastructure must be reported immediately to Todd Andersen or Kevin Skelton. Said damage could range from but not be limited to: mowed over sprinklers, hitting a tree with a mower, running into a sprinkler controller pedestal, etc. *The contractor is liable for damages occurring in their or any of their agents scope of work in contracted areas and final payment will not be issued until after an area inspection has been completed.*

Either party to this agreement may terminate the agreement by giving 30-days prior written notice to the other party.

CONTRACTOR _____ Title _____ Date _____
(Authorized Signature)

WORKMAN'S COMPENSATION CARRIER Date of Expiration _____

LIABLITIY INSURANCE CARRIER Date of Expiration _____

Complete the enclosed U.S. Department of Justice Form I-9 and Department of Treasury Form W-9 if you are not incorporated.

Note: This proposal may be withdrawn by the Contractor if not accepted by the City within _____ days.

Acceptance of Proposal: The prices as shown in this proposal are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Name and Title (for City of Twin Falls)

Date

Required work:

Grass: All park areas will be mowed weekly, on a seven (7) day interval, to a height of one and one-half to two inches (1½"- 2"). Mowing/maintenance should follow a 26 week schedule with the start date to be determined by Parks & Recreation. Mowing in the spring and fall will be done on a bi-weekly basis. Mowing will be done weekly during the summer months. A mow schedule will be provided by Parks & Recreation Dept. Clippings shall be bagged and removed from site. Mowing may be done between the hours of 7:00 am and 7:00 pm. If a situation arises requiring mowing to be done outside of the specified hours, prior written approval must be given by Parks & Recreation.

All safety equipment for mowers must be in place to reduce chance of accidental damage to passing vehicles. Contractor shall use safety cones around any vehicle parked in or around roadways. All employees shall wear safety visible clothing at all times. *Any damage to passing vehicles is the contractor's responsibility.*

Edging may be done mechanically or chemically. Grass must be no more than three (3) inches away from sidewalk or curb. Sidewalks must be blown or swept clean after maintenance.

Application of herbicide, fertilizer or pesticide must be applied by a licensed applicator and a copy of the sprayer's certification must be submitted to Parks & Recreation prior to work being performed. Areas will be fertilized twice annually, pesticide applied as needed and an application of herbicide is required for all grass areas in the fall. An application of a pre-emergent (Dimension, Gallery or equivalent product) is required in early Spring and late Fall. All chemical applications must be approved by the Parks & Recreation Department please call Todd or Kevin at least 24 hours prior to application.

Ruts, depressions or damage left in areas by vehicles or accidents need to be reported to Parks & Recreation Department staff as soon as possible and no repair work is to be performed without prior approval by Parks & Recreation. Any damage by the contractor or his employees/agents will be the contractor's responsibility and final payment will be held until repairs are approved.

Sidewalks: Sidewalks must be blown or swept cleaned a minimum of once a month or as needed. For Pole Line Road, the City will assist with a street sweeper once debris has been removed from the median.

Sprinklers: Sprinkler systems will be checked two (2) times annually. The system will be turned on and checked for coverage or leaks and adjustments made as needed. Heads will be cleaned, repaired, and replaced as needed. All replacement parts will be of the same make and quality as the system in place. Valves will be kept in proper working order. Sprinkler control settings and systems will be the contractor's responsibility and watering schedules must follow the City's water conservation ordinance restricting days and times to water. (See attached schedule.) Note: any sprinkler repairs by the contractor must be approved by the Parks & Recreation Department prior to any work being performed. Contractor will be responsible for energizing the irrigation system(s) as well as winterization (blow-out), with the exception of Poleline Road. The Parks & Recreation Department will energize and winterize (blow-out) this system.

Landscaped Areas: All ground cover areas must be kept weed free and clear of debris/garbage at all times. Weeds may be eradicated chemically or manually and all debris should be cleaned up the same day work is performed. Any spaces between home owner's fence lines and sidewalks on landscape strips must be kept weed free, cost of spraying should be reflected in bid. This applies to all areas. All bids must specify how many hours of weed abatement will be performed.

Trees & Shrubs: Any questions concerning trees or shrubs shall be directed to Kevin Skelton, Parks & Recreation Department Coordinator and ISA certified Arborist.

1) **Watering Standards**

- a) Newly planted trees and shrubs should have a soil basin at the base of the plant that holds 2-5 gallons of water. Newly planted trees and shrubs should be watered daily for the first two weeks, then twice a week for the rest of that year's growth season. (see "d" below)
- b) Do not rely on the water from sprinkler systems. It will not provide deep watering for trees or shrubs.
- c) After the first two years, basins are no longer necessary.
- d) All trees and shrubs should be watered into the winter season until such time as the ground no longer accepts water.
- e) These standards are especially true for Evergreens and shrubs.

2) **Pruning and Removal Standards:**

- a) Any public tree or shrubbery which because of growth habit, age, condition or disease becomes a public nuisance as defined in the City Tree Ordinance, shall be

- called to the attention of the Parks & Recreation Department and/or the Tree Commission. They shall evaluate its' condition and see that proper steps are taken to either remove, maintain, or to correct the problem.
- b) NO TOPPING. No trees or shrubs shall be pruned in such a manner as to impair their health. An exception shall be allowed when necessary for the emergency relief of an immediate danger to persons or property. Any such emergency procedures must be reported promptly to the Parks & Recreation Department to facilitate planning for completion or follow-up work.
 - c) The use of climbing spurs, gaffs, or spike shoes in the act of pruning live trees is prohibited.
 - d) No severed or partially cut branches shall be left up in any tree being worked on after the tree workers leave the scene of the operation.
 - e) At least one competent tree worker shall coordinate safe work operations from the ground during pruning or removal of trees, unless the tree work area is entirely barricaded or otherwise kept safe for the public, while operations are in progress.
 - f) Stumps of public trees shall be removed to or below ground level.
 - g) Excavations resulting from tree or shrub removal must be promptly filled in to normal ground level with appropriate backfill, such as top soil followed by grass seed or sod, free of debris. Repair or replacement must match the surrounding environment.
 - h) Branches, logs or any other debris resulting from any tree pruning or removal shall be disposed of promptly and properly. The work area shall be maintained safe at all times.
 - i) Public tree pruning and removal is to be completed by or directed by ISA (International Society of Arboriculture) Certified Arborist who maintains current certification status, in addition, tree care providers must be licensed with the City of Twin Falls, Idaho, Parks and Recreation Department. (For a complete list of license holders, contact the Parks and Recreation Department.)
 - j) Topping, heading, rounding over, and other forms of extreme pruning are detrimental to a tree's health and are prohibited.
- 3) **Pruning Methods and Techniques:**
- a) Public tree pruning conducted by ISA Certified Arborists shall be in accordance with the standards and requirements of the ISA as published in the ISA Arborists Certification Study Guide and the ANSI A300.1 1995 practices. Future contracts may include pruning, subject to City of Twin Falls Arborist approval, based on planting

date of tree. Contractor shall be responsible for any tree or shrub which died because of neglect.

- b) Trees shall be pruned in such a manner as to prevent branch and foliage interference with safe public passage. Clearance shall be maintained at a minimum of 13 feet above the surface of the street and 7 feet over the surface of a public pedestrian way.
 - c) Anyone needing to prune trees near electric lines shall contact the Idaho Power Line Clearing Specialist in Twin Falls at 736-3205 before beginning any pruning activity. This activity shall also follow all of the safety standards as set forth in the ANSI Z133.1 practices.
 - d) Pruning during the first two years after planting shall be limited to removal of dead, broken, or split branches only, with as much leaf surface retention as possible. Future maintenance contracts may include pruning, subject to City Arborist's approval, based on planting date of tree and necessity.
 - e) During the first three years after planting, a strong scaffold branch structure should be developed by selecting the primary scaffold branches. Removal of branches that are crossing, rubbing, have included bark, or interfere with formation of a healthy crown is encouraged. Never remove more than 30% of the live crown at one time.
 - f) Years 4 - 6 after planting should emphasize selective thinning and pruning to remove dead, interfering, split and broken branches. Large branches with narrow angles of attachment should be removed from the trunk or canopy. Lower branches should be pruned (crown raising) so as not to interfere with human needs where appropriate.
 - g) Mature trees shall be pruned as needed to maintain health, sound structure, and hazard elimination by Certified ISA Arborists.
- 4) **Fertilizing Standards:**
If fertilizing is required to maintain or improve the health of public trees or shrubs (noting that this is not a normal need for these plants), applications shall be performed according to the manufacturer's recommendations and by ISA standards and requirements as set forth in the ISA Arborists Certification Study Guide.
- 5) **Pest Control Standards:**
a) Any person engaged in the business of tree or shrub pest control shall maintain a current State of Idaho, Dept. Of Agriculture Pesticide Applicators License and be certified in the ornamental and disease categories. Said person shall apply pesticides and/or fungicides to trees as required to sufficiently control or eliminate any insect, pest or disease which may cause damage or kill the tree. **All** labels and manufacturers recommendations shall be followed for application rates for the particular pest or disease which needs controlled or eliminated.

- b) All pesticides shall be evaluated for their worthiness and environmental impact. When pesticides are deemed necessary, every attempt shall be made to use the least toxic alternative without sacrificing effectiveness.
 - c) Ineffectual control, damage, injury, or death to plants, animals, or persons resulting from the use of the pesticide shall be the responsibility of the operator/applicator.
 - d) When applying pesticides, full compliance with all laws and ordinances providing for the safety of the public and safe and unobstructed passage of vehicles and pedestrians is required.
 - e) Herbicide application should be used discreetly as most broadleaf herbicides can cause damage to tree roots. It is recommended that herbicides be “spot sprayed” when treating in and around tree root zones.
 - f) An application of Dormant Oil, Supreme Oil or equivalent shall be applied to all deciduous trees in early spring, prior to bud break.
- 6) **Conifers:**
Attention only as needed for the prevention and control of pests and or disease.
- 7) **Shrubs:**
All above standards shall also pertain to shrubs where applicable.
- 8) **Clean up and trash removal:**
- a) All areas of the property shall be cleaned and garbage shall be removed and disposed of twice weekly from March 1st to September 31st.
 - b) From October 1st to February 28th the property shall be checked and cleaned once per week.

CITY OF TWIN FALLS WATER CONSERVATION POLICY

Water is a valuable natural resource; one that we are all learning does not come in unlimited supplies. The City of Twin Falls has recognized this by adopting a water conservation ordinance that requires our water customers to comply with restricted landscape irrigation and usage practices. This plan is in effect all year and remains the same from year to year.

The City also encourages our citizens to continue to learn about conservation methods and use available information to decrease our use of this valuable natural resource. The following are a list of community resources that can provide more information:

- www.tfid.org
- Your City of Twin Falls water bill includes individual consumption history
- City Water Conservation Committee 735-7228
- Your local nurseries and garden centers

The landscape irrigation restrictions are outlined below.

Even Number Addresses – ending in 0, 2, 4, 6, 8

1. **Landscape irrigation is limited/restricted to the following schedule:**
Tuesday, Thursday, Saturday
2. **Watering will only be allowed on appropriate irrigation days before 10:00 am or after 5:00 pm**
3. **Outdoor landscape watering with a drip irrigation system or hand held container is allowed at any time**

Odd Number Addresses – ending in 1, 3, 5, 7, 9

1. **Landscape irrigation is limited/restricted to the following schedule:**
Wednesday, Friday, Sunday
2. **Watering will only be allowed on appropriate irrigation days before 10:00 am or after 5:00 pm**
3. **Outdoor landscape watering with a drip irrigation system or hand held container is allowed at any time**



Monday, July 21, 2014 City Council Meeting

To: Honorable Mayor and City Council

From: Dennis J. Bowyer, Parks & Recreation Director

Request:

Presentation of the City Pool Financial Report by John Pauley, Aquatics Director of the YMCA

Time Estimate:

John Pauley will make the presentation; it will take approximately 10 minutes. Following the presentation, we expect some time for questions and answers.

Background:

As part of the Concession Agreement between the City and the YMCA, an annual financial report is to be presented to the City Council. These reports of pool operations shall include all City Pool revenues, expenses, and attendance. Overhead charges shall be explained in detail and justified. City Pool revenues shall include daily admissions, annual pool passes, seasonal memberships, and that portion of overall Y memberships that are attributable to the City Pool.

Since the new concession agreement started in September 2011, staff and the YMCA decided to wait a full year under the new concession agreement before the YMCA would present the report. The first presentation occurred in 2012.

After the concession agreement was signed, City staff and Council members met with the YMCA to figure out how full membership revenue should be credited as the pool revenue. The Y has memberships just for the pool and memberships for usage of all three of their facilities.

Two years ago the YMCA used a percentage of visits to the pool by full membership members compared with their other two facilities visits. The question is this the best and fairest way to figure out that revenue from full membership as part of the pool revenue. Staff, Council members and the YMCA met again to discuss this issue: the YMCA presented three (3) scenarios to discuss. Both sides have agreed to use the highest daily admission at the pool (\$4 for adults) and multiply that by the total number of visits by full membership members for the revenue that is credited to the pool. In future years, staff and the YMCA plans to use this method of crediting revenue to the pool from the YMCA's full membership revenue to be consistent from year to year. Last year's report used the highest daily admission rate at the pool, which is the \$4 for adults, same as this year's report.

John Pauley, Aquatics Director for the YMCA presented this report to the Parks and Recreation Commission at their June meeting. Mr. Pauley explained their membership numbers flip flop for the pool and the YMCA full membership, they think it happened because they increase their full membership fees and believe people opted out of the full membership fee and purchased only pool memberships. Utilities went up approximately 22%. Also they have just added an extra guard on duty, so those numbers we will not see until the following year.

Approval Process:

There is no approval process associated with this presentation.

Budget Impact:

There is no immediate budget impact associated with this presentation.

Regulatory Impact:

There is no regulatory impact associated with this presentation.

Conclusion:

This is a presentation by the Aquatics Director of the YMCA. No action is necessary.

Attachments:

YMCA's Financial Report from September 1, 2012 – August 31, 2013

Concession Agreement – City Pool

**Y/City Pool
 Profit & Loss**

September 2012 through August 2013 with Previous year comparison

	<u>Sep '12 - Aug 13</u>	<u>Sep '11 - Aug 12</u>
City Pool Revenue		
City of Twin Falls - Co-Op	120,000.00	119,982.10
Daily Admissions	70,768.46	68,354.09
Pool Rentals	7,670.38	7,942.76
Sales - CP	5,117.79	4,409.44
Swim Lessons	91,191.83	76,243.24
City Pool Revenue - Other	1,201.90	165.00
Membership - CP	110,504.36	68,441.70
Memberships	64,396.00	106,612.00
	<u>470,850.72</u>	<u>452,150.33</u>
Total Income		
Expense		
Accounting & Legal	250.00	247.50
Bank Charges	6,721.77	9,435.14
Repairs/Maintenance	5,430.27	7,366.90
Food	229.00	669.37
Health Insurance	9,775.00	7,536.43
Janitorial Supplies	5,221.41	6,601.26
Liability Insurance	9,411.66	3,000.00
Office Expenses	6,458.08	5,907.69
Payment to Affil Org	0.00	1,320.00
Professional Salaries	49,610.95	31,150.04
Administrative costs	51,907.16	46,591.24
Aerobic Instructor Wages	15,797.46	16,873.17
Clerical Wages	40,691.05	38,128.37
Lifeguard Wages	73,716.16	83,784.49
Janitorial Wages	7,559.08	6,431.56
Swim Lesson Wages	39,540.37	35,104.32
City Pool - Other	0.00	1,155.95
Payroll Tax Expenses	21,338.07	19,830.26
Payroll Tax - Unemployment	10,041.44	9,331.89
Pool Chemicals	25,737.11	21,869.74
Program Supplies	2,423.94	4,056.23
Advertising	8,597.11	11,308.08
Retirement	6,608.14	5,005.36
Product Supplies	3,762.52	2,028.23
Uniforms - Lifeguards	1,261.46	1,873.29
Utilities	77,582.27	63,659.86
Workmans Comp	3,486.61	3,292.08
	<u>483,158.09</u>	<u>443,558.45</u>
Total Expense	<u>483,158.09</u>	<u>443,558.45</u>
Net Income	<u><u>-12,307.37</u></u>	<u><u>8,591.88</u></u>

Y/City Pool Financial Explanations & 2 years Visit/Program Comparison

Financial Explanations

- The \$4 daily admission fee for adults was used for determining the value of a YMCA Member visit. This value was used in last year's financials as well.
- Administrative costs & professional salaries are the percentage of each staff member's salary that was applied towards the pool. They are 85% for the Aquatics Director, 15% for the CEO, 33% for the Bookkeeper, 33% for the Membership Coordinator, 33% for the Marketing Director and 33% for the Front Desk Supervisor.
- Health Insurance and Retirement were calculated for the above staff and the Aquatics Director (85%) based off of the same percentages.

Y/City Pool Visits

- YMCA Member Visits
 - o 2011-2012: 26,653
 - o 2012-2013: 16,099
- Y/City Pool Member Visits
 - o 2011-2012: 11,784
 - o 2012-2013: 15,621
- Daily Admission Visits
 - o 2011-2012:
 - Total: 20,781 (Old computer system counted based off of numbers visited and combined all categories.)
 - o 2012-2013:
 - 3 & Under: 1,526
 - 4-17 Years of Age: 11,922
 - Adults 18 Years of Age & Older: 6,827
 - Total: 20,275
- Total Visits
 - o 2011-2012: 59,218
 - o 2012-2013: 51,995

Program Numbers

- Swim Lesson Participants
 - o Junior Lifeguard Camp
 - 2011-2012: 28
 - 2012-2013: 39
 - o 3rd Grade Swim Program
 - 2011-2012: 76
 - 2012-2013: 47
 - o Water Babies
 - 2011-2012: 84
 - 2012-2013: 99
 - o Dr. David Webster Free Spring Break Swim Lessons

- 2011-2012 (2nd Annual): 160
 - 2012-2013 (3rd Annual): 299
 - Elite Swim Lessons
 - 2011-2012: 299
 - 2012-2013: 466
 - Swim Lessons
 - 2011-2012: 1,165
 - 2012-2013: 1,090
 - Total
 - 2011-2012: 1,812
 - 2012-2013: 2,040
- Hurricane Swim League
 - Fall, Winter & Spring
 - 2011-2012: 60
 - 2012-2013: 126
 - Summer
 - 2011-2012: 104
 - 2012-2013: 137
 - Total
 - 2011-2012: 164
 - 2012-2013: 263

COPY

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT, made and executed this 31st day of August, 2011, by and between the City of Twin Falls, a municipal corporation of Idaho, hereinafter referred to as "City" and The YMCA of Twin Falls, Inc., hereinafter referred to as "the Y";

WITNESSETH:

WHEREAS, the City has heretofore granted a Concession Agreement in the City Pool, owned by the City and located within the corporate limits; and

WHEREAS, the Mayor and City Council have determined that it is in the community's best interest to continue said Concession Agreement to operate and manage the pool; and

WHEREAS, the City requested proposals from individuals/entities interested in entering into a Concession Agreement with the City; and

WHEREAS, the Y was selected by the City Council as having a qualified proposal and instructed staff to begin negotiations on a proposal that will be mutually acceptable to both parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **GRANT OF CONCESSION.** The City hereby grants to the Y the exclusive privilege or Concession of maintaining and operating the City Pool owned by the City and located within the corporate limits. During the period commencing September 1, 2011 and ending August 31, 2018, the Y shall maintain and operate the City Pool in accordance with the terms and conditions that follow herein. This Agreement may be renewed upon terms mutually agreed to by both parties. The City and the Y agree to review the terms of this contract at any time during the term of this Agreement, at the request of either party.
2. **USE FOR AQUATIC RECREATIONAL PROGRAMS.** The Concession premises and the facilities, fixtures, furnishings, and equipment located therein and thereon shall be used by the Y to conduct aquatic recreational programs for the citizens of Twin Falls and for other pool patrons. The Y may occasionally use the facilities for other activities, including parties, events, swim meets or other activities that are consistent with the operation of a public pool.

3. PAYMENT TO THE Y. The City shall pay the Y an operation and management fee of \$120,000 per year, payable in monthly installments of \$10,000.00 on the first day of each month beginning on September 1, 2011. Payments shall continue throughout the term of this agreement.

4. OPERATION. The Y shall be responsible for the operation and management of the City Pool in a manner that promotes longevity and meets any applicable state regulations.

The Y shall review, and update as necessary, the operations manual for the pool in order to ensure proper operation and maintenance. The pool operations manual shall be readily accessible. The operations manual shall include instructions for such items and maintenance schedules, records and reports, water chemistry, accidents, emergency procedures, care of filters, operation of pumps and other equipment, and the proper handling and storage of all chemicals used. The operations manual shall be reviewed for continued applicability and updated as necessary annually, beginning on the anniversary of the commencement of this agreement.

5. ADMISSION FEES AND REVENUE. The Y shall collect and retain fees for the use of the pool by the public. The Y shall keep posted at the pool, and include in a yearly informational booklet, a schedule of rates for all pool activities and programs. Water aerobics, lap swim, and open swim, are included programs in a Y membership and City Pool pass.

The fees charged by the Y shall not exceed the fees set forth on "Exhibit A" attached hereto and incorporated herein. Any changes to the admission fees or pool passes must be approved by the Pool Aquatics Advisory Board (discussed in section 7 below). The Board may provide for an annual increase in the maximum fee not exceeding 5% per year. Fee increase requests that exceed 5% per year shall be considered by the City Council following a recommendation by the Board.

6. POOL AQUATICS DIRECTOR. During the term of this Agreement, the Y shall employ a full time Aquatics Director who is familiar with the operation of the pool, is responsible for the health and safety of the public using the pool, and responsible for operating the pool and the Y/City aquatic programs. The Aquatics Director shall maintain at least one of the following certifications:

- Certified Pool Operator (CPO), National Swimming Pool Foundation

- Aquatic Facility Operator (AFO), National Recreation and Parks Association
- National Swimming Pool Institute (NSPI Tech 1), National Spa and Pool Institute

The operator and all lifeguards shall maintain all of the following certifications:

- Life Guarding
- Cardiopulmonary Resuscitation (CPR), and
- First Aid

The Y shall provide copies of current certifications upon request of the City Manager, or designee.

7. POOL AQUATICS ADVISORY BOARD. The City's Parks & Recreation Commission shall be appointed to perform the duties of a Pool Aquatics Advisory Board. In addition to regular Commission members, the following persons shall be ex-officio members when performing Board duties: City Manager or designee, the C.E.O. of the Y or designee, and the Aquatics Director. The purpose of the Board shall be to review citizen complaints and to advise and recommend to the City Council and the Y matters concerning the operations, aquatics programs and facility needs of the City Pool.

8. SCOPE OF CONCESSIONS TO BE PROVIDED. The scope of this Concession includes a License to go upon and use the Concession premises for the purpose of conducting a swimming program, with the necessary rights and responsibilities thereon.

A. Y Duties:

- (1) Provide swimming lessons, primarily to youth.
- (2) Provide aquatic fitness and therapy opportunities.
- (3) Provide open swim hours for the general public.
- (4) Provide lap swim hours for the general public.
- (5) Solicit, facilitate, and provide for swim meets and other special swim events.
- (6) Provide support and assistance for organized youth swim teams and associations.
- (7) Coordinate with the local high schools for team practices and meets.
- (8) Manage and oversee pool security.
- (9) Provide a safe environment for the swimming public and employees.
- (10) Promote and market the pool facility.

- (11) Assist with planning and execution (if possible) with any capital improvements and renovation to the pool facility.
- (12) Provide all necessary supplies, materials, equipment and appropriate staff necessary to manage, operate and maintain the pool facility.
- (13) Provide chemicals necessary to maintain water chemistry and provide staff to check water chemistry and perform adjustments as necessary.

B. Janitorial, Repairs, and Alterations:

- (1) The Y shall be responsible for the daily janitorial and cleaning of the City Pool, including, but not limited to, locker rooms, office, pool deck, wading pool, equipment, fixtures, and contents of the facility.
- (2) It is the intent of the parties that capital expenditures shall be the obligation of the City and the "day-to-day" maintenance costs shall be the obligation of the Y. For example, a remodel of the restroom facilities would be a capital expenditure but the repair of a sink or toilet fixture would be a "day-to-day" maintenance. Capital expenditure as used herein shall be defined as any expenditure that extends the life of a City facility, such as replacing the bubble, and includes structural damage repairs, the expansion of structures or systems, the remodel of structures or systems, the replacement of water heating or water quality equipment, and the complete asphalt overlay of the parking area. In the event of a dispute between the parties regarding the classification of an expense as either a 'day-to-day maintenance expense' or a 'capital expenditure', the parties agree to negotiate with each other in good faith to resolve the dispute in a fair and equitable manner.
- (3) The Y is required, at its sole cost and expense, to maintain and operate the pool facility in a good and safe condition in accordance with industry standards. This includes the maintenance and repair of the pool; all interior and exterior structures; building systems; utility systems and connections; equipment; restrooms; pool accessories (slide, ladders, etc...); lighting; and fixtures.
- (4) The Y shall be expected to provide an adequate staff to maintain the pool facility in excellent physical condition and appearance.

- (5) No permanent alterations shall be made to the pool facility without written approval from the City. Any such alteration approved by the City will become the property of the City upon termination of this agreement.

C. Utilities:

The Y shall pay all utility expenses for the operation of the pool, including telephone, electricity, and natural gas. The City will provide sanitation, water, and sewer utility services at no cost to the Y.

D. Days of operation:

The Concession premises shall be open to the public on Memorial Day, Independence Day, and Labor Day.

9. CITY TO MAINTAIN PREMISES. The City shall be responsible for the repair of the facility and equipment, including, but not limited to, pumps, motors, chemical feed equipment of the boilers, bubble blower unit, the bubble, the landscaping, the sprinkler system, pool water chemistry systems, the structural components of the plumbing electrical, and HVAC systems, the diving boards and fencing at the City Pool. The City will perform regular inspections of the facility and equipment described above. The City will also install and take down the seasonal cover, or bubble, each year.

The Y shall notify the City on a timely basis of facilities and equipment requiring repair. The City shall make all repairs on a timely basis and in a manner that minimizes impact on the use of the facility.

The City reserves the right to enter upon the Concession premises at any reasonable time in order to ensure compliance with the terms of this Concession Agreement. The City reserves the right to inspect, investigate, and survey the Concession premises as deemed necessary, and reserves the right to do any and all work of any nature necessary for preservation, maintenance, and operation of the premises. The Y shall be liable for all expenses incurred by the City for work done by the City in order to preserve, maintain, and operate the Concession premises, when, after giving notice of default, such work is necessary to remedy the Y's negligence or non-compliance with the terms of this Agreement.

10. FINANCIAL REPORTING. The Y shall provide to the Pool Aquatics Advisory Board and the City Council quarterly reports of pool operations and annual Y financial statements for the year ending Dec. 31, 2011, and annually thereafter. These reports of pool operations shall include all City Pool revenues, expenses, and attendance. Overhead charges shall be explained in detail and justified. City Pool revenues shall include daily admissions, annual pool passes, seasonal memberships, and that portion of overall Y memberships that are attributable to the City Pool.

11. FACILITIES USE AGREEMENT. In recognition of the Facilities Use Agreement and property lease that exists between the City and the Twin Falls School District #411 (T.F.S.D.) the Y shall give priority to the requests for use of the facility by all school affiliated programs and events, including but not limited to, swim clubs, physical education classes, P.T.A/O. groups, class parties and reward programs of the T.F.S.D. Additionally, contracts with T.F.S.D. and its programs for regularly scheduled pool space and times must be approved by the Pool Aquatic Advisory board prior to execution and before the start of the program when possible. The Board will respond by its next scheduled meeting or within 30 days from the date of request.

12. USE OF CITY'S FIXTURES, FURNISHINGS AND EQUIPMENT. The License granted hereunder includes exclusive right to manage and use the facilities, fixtures, and furnishings owned by the City and currently located on the Concession premises. All pool equipment can only be used on the pool facility or other City facilities. Said furnishings and equipment are listed in Exhibit "B", attached hereto and incorporated herein. The Y shall provide all additional facilities, fixtures, furnishings and equipment and personal property necessary for the operation of swimming and aquatic programs, not set out in Exhibit "B". Any such additional facilities, fixtures, furnishings and equipment and personal property not listed in Exhibit "B", but located at the pool facility, are property of the Y. At least once each year, a physical inventory of the City's fixtures, furnishings, and equipment shall be taken and a copy delivered to the City Parks and Recreation Director. The Y shall notify the City of any missing items or any discrepancies found regarding the inventory lists.

Upon termination of this Concession Agreement, all fixtures and furnishings owned by the City shall remain on the premises. The Y shall return all City-owned fixtures and furnishings

in as good of a condition as said fixtures and furnishings were in as of the date this Agreement, reasonable wear and tear excepted.

The City reserves the right to carry out any redesign, remodeling, reconstruction, or new construction on the Concession premises which it deems advantageous to the long-term operations of the facility, if such modification can be accomplished without substantial interference with the Y operations. Whenever possible, the City shall provide the Y 30 days notice before beginning any remodel or modification. The timing, extent, and nature of any improvements shall be solely within the discretion of the Mayor and Council of the City.

13. ACCEPTANCE OF PREMISES BY THE Y. The Y has accepted the premises as is. The Y agrees to return the premises and the facilities, fixtures, furnishings, and equipment not owned by the Y to the City in a condition as good as when accepted by the Y, reasonable wear and tear excepted.

14. COMPLIANCE WITH LAWS. The Y shall strictly comply with all Federal, State and local laws, rules, regulations, and ordinances, including those governing the operation of a public swimming pool. The Y agrees not to permit or allow any illegal business, trade or occupation in or on the Concession premises and shall not permit the premises to be occupied by or used for any immoral or illegal purposes.

15. INDEMNIFICATION. The Y agrees that it will at all times maintain Worker's Compensation coverage for the benefit of its employees, and adequate liability and property damage insurance as specified in Section 16 below covering the activities of the Y, its agents, servants and employees, on the leased premises. The Y further agrees to defend, indemnify, and save the City, its agents, employees and public officials, harmless from any and all claims or causes of action of any nature whatsoever arising out of the activities and operations of the Y, its agents, servants, invitees, officers, and employees, in connection with this Concession Agreement.

16. DIVING BOARD. The parties hereby acknowledge that the swimming pool depth below the diving boards at the swimming pool is ten feet (10'). This depth meets Idaho Code. However, the requirement for Y swimming pools is 11 feet, 6 inches (11'6"). As such, the City hereby agrees to indemnify and hold harmless the Y, its employees and agents, of and from any

claim or causes of action arising out of or related to injury or damages to persons hitting the bottom of the pool under the diving boards as a result of the use of the diving boards. This is a specific exemption to paragraph 15 above.

17. INSURANCE. In order to effectuate the foregoing indemnification provisions, the Y shall maintain insurance coverage as follows:

- A. The Y shall purchase public liability insurance in the amount of \$500,000 combined single limit to protect the City from any and all public liability claims. The City shall be named as an additional insured or be acknowledged by the Y's insurance carrier as a covered entity under the terms of said policy. Moreover, the Y is required to put its surety on notice that said surety may not change or cancel the existing insurance policy with the Y without first giving the City at least thirty (30) days written notice.
- B. The Y shall purchase personal property insurance in an amount sufficient to insure any and all of its personal property which might be used in the Y's operation of the business.
- C. The Y shall purchase Worker's Compensation insurance or the equivalent as required by Idaho Code.
- D. A Certificate of Insurance evidencing compliance with the foregoing insurance requirements shall be filed with the Deputy City Clerk prior to or at the time of execution of this Concession Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section 15 "Indemnification." The Y's failure to maintain insurance shall be a basis for immediate termination of this Concession Agreement.

18. PAYMENT OF TAXES. The Y shall pay all taxes, if any, which may be imposed by proper authority upon the Concession premises, or the facilities, fixtures, furnishings, equipment and personal property therein and thereon, including, if applicable, ad valorem, income, sales, and payroll taxes. However, nothing herein shall preclude the Y or the City from challenging in good faith the validity of any tax imposed upon the Concession premises, the facilities, fixtures, furnishings, equipment, or personal property therein and thereon.

19. Y'S INDEPENDENT CONTRACTOR STATUS. It is understood and acknowledged by the parties that the relationship of the Y to the City is that of an independent contractor. The Y

shall have no authority to employ any person as an employee or agent for or on behalf of the City for any purpose, except as otherwise provided herein. Neither the Y nor any person engaging in any work relating to this Concession at the request of or with the consent of the Y, shall be deemed an employee or agent of the City, nor shall any such person or persons represent himself, herself, or themselves to others as an employee or agent of the City.

When ordering any goods or services for this Concession, the Y shall place such order in its own name or business name and not in the name of the City. The Y shall notify its vendors of the independent relationship between the parties to this Concession Agreement and shall advise its vendors that the Y is solely responsible for the goods or services purchased.

20. PAYMENT OF BILLS. The Y shall promptly pay all bills arising from the Y's operation of this facility. It is expressly understood that the Y is a licensee and independent contractor of the City. As such, the City shall in no way be responsible for any bills or obligations whatever incurred by the Y in the operation of the facility under this Concession Agreement.

21. PERMITS AND LICENSES. The Y shall obtain and maintain at its own expense any permits and licenses that may be required by competent authority for the operation of this facility.

22. NON-DISCRIMINATION. The Y shall fully comply with the Federal Equal Employment Act and other State and Federal laws requiring the fair, equal, and non-discriminatory treatment of all persons without regard to race, color, religion, sex, age or national origin. The Y represents, certifies and agrees that no person shall be denied or refused service or full or equal use of the facilities, nor denied employment opportunities by the Y, as a result of race, creed, color, religion, sex, age, national origin, ancestry, physical or mental handicap unrelated to ability, or marital status.

23. Y EMPLOYEES. The Y shall operate this Concession and shall employ sufficient and qualified personnel to operate the Concession in a businesslike manner. The pool facility shall be staffed with at least one aquatics director, as required above, along with other personnel adequate for the operation of the facility. In the event of a voluntary or involuntary termination of an aquatics director that places the Y out of compliance with this paragraph, the Y shall immediately exercise its best efforts to come into compliance with this paragraph.

Safety of Y employees shall be a primary concern of the Y. All employees shall be provided necessary safety training and equipment, and the Y shall require that its employees use the same at all reasonable times.

24. PARKS AND RECREATION DIRECTOR CITY'S REPRESENTATIVE. The Parks and Recreation Director of the City, working with the advice of the Pool Aquatics Advisory Board shall represent and manage the City's interest in the Concession premises. The Director may make reasonable written requests regarding the operation of this Concession to ensure compliance with the terms of this Concession Agreement, with which requests the Y shall comply.

25. NON-ASSIGNMENT. This Concession Agreement shall not be assigned in whole or in part nor shall the Concession premises or any part thereof be sublicensed, nor shall any right or privilege herein granted to the Y be sold, transferred or assigned, without the prior written approval of the City. Any such transfer, sale or assignment, whether voluntary or involuntary, without the written approval of the City, shall be void and shall constitute grounds for the cancellation of this Concession Agreement at the option of the City.

26. MODIFICATIONS OF LICENSE. This Concession Agreement sets forth all of the agreements between the parties hereto, and no change, modification, or amendment thereof shall be valid and binding unless set forth in writing and signed by the City and the Y.

27. TERMINATION.

A. If, in the judgment of the City, the Y breaches or is in default of any term of this Concession Agreement, the City shall give the Y written notice specifying with reasonable particularity the unsatisfactory performance or default. If such breach or default is capable of being remedied and the Y fails or refuses to take reasonable steps to remedy such unsatisfactory performance or default within thirty (30) days after receipt of said notice, the City may terminate this Concession Agreement. If such breach or default is incapable of being remedied, the City may automatically terminate the Concession Agreement granted herein upon written notice to the Y of the breach or default.

B. If, in the judgment of the Y, the City breaches or is in default of any term of this Concession Agreement, the Y shall give the City written notice specifying with

reasonable particularity the unsatisfactory performance or default. If such breach or default is capable of being remedied and the City fails or refuses to remedy such unsatisfactory performance or default within thirty (30) days after receipt of said notice, the Y may seek whatever remedy is available at law or in equity.

C. Notwithstanding the foregoing, the City and the Y shall have the absolute right to terminate this agreement by giving written notice one hundred eighty (180) in advance of the termination.

28. DESTRUCTION OF PREMISES. In the event the Concession premises are damaged by fire or other casualty to such an extent that the continued use of the premises by the Y is not desirable, the City or the Y may immediately terminate this Concession Agreement. The City may, but is not obligated to, repair or rebuild the Concession premises. In that event, if any portion of the original Concession Agreement period remains, the Y, upon written notice, shall resume operation of the Concession in accordance with this Concession Agreement.

29. REMOVAL OF PROPERTY ON TERMINATION. In the event this Concession Agreement expires or is terminated as herein provided, the Y shall immediately vacate the Concession premises and shall remove (a) all fixtures and personal property not on the inventory in Exhibit "B", (b) all fixtures and personal property not purchased to replace such inventory in Exhibit "B", and (c) all fixtures and personal property in which the Y holds actual title. Should the Y fail to remove or dispose of such property as herein provided, the City may consider it abandoned and may claim proper title to it or dispose of the same at the Y's expense.

The Y shall quit and surrender the said premises and shall leave the City's fixtures, equipment, furnishings, and personal property in as good or better condition as when accepted by the Y, reasonable wear and tear excepted. Removal of any fixtures and improvements attached to the structures on the Concession premises shall not leave the structures in a worse condition than at the time of the execution of this Concession Agreement.

30. LIENS AND ENCUMBRANCES. The Y shall keep the Concession premises, including all City-owned facilities, City-owned furnishings, City-owned fixtures, City-owned equipment and other City-owned property therein and thereon, free and clear from any liens and encumbrances arising from or growing out of the Y's use of the Concession premises. At the

City's request, the Y shall furnish the City's Chief Financial Officer written proof of payment of any item which might constitute the basis for such a lien on the premises, facilities, fixtures, furnishings, equipment or other property.

31. TERMINATION UPON BANKRUPTCY. Except, to the extent prohibited by applicable law, upon the occurrence of any one or more of the following events the Concession Agreement granted herein shall be deemed to have terminated automatically:

- A. The filing by the Y of the voluntary Petition in bankruptcy or the making of an assignment for the benefit of creditors; or
- B. The filing of an involuntary bankruptcy Petition against the Y that is not withdrawn or dismissed within ten (10) days; or
- C. A consenting by the Y to the appointment of a receiver or trustee of all or part of the Y's assets; or
- D. The filing by the Y of a Petition or Answer seeking an arrangement or reorganization under the Federal Bankruptcy Act or any other applicable State or Federal law; or
- E. The filing by the Y of a Petition to take advantage of any insolvency law or act.

32. NON-WAIVER OF BREACH. The waiver by the City of any breach by the Y of any provision contained in this Concession Agreement shall not be deemed to be a waiver of such provision or any subsequent breach of the same.

33. WRITING IS ENTIRE AGREEMENT. This Concession Agreement constitutes the entire agreement between the parties. No evidence of any prior or contemporaneous agreements, written or oral, may be used to modify the express terms of this writing.

34. SEVERABILITY. If any provision or portion of any provision of this Concession Agreement shall be deemed illegal or unenforceable by a Court of competent jurisdiction, the unaffected provisions or portions thereof shall remain in full force and effect.

35. JURISDICTION AND VENUE. Any action or proceeding relative to this Lease Agreement shall be maintained in the District Court, Fifth Judicial District County of Twin Falls, State of Idaho.

C-4373

36. NOTICE. All notices under this Concession Agreement shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

City of Twin Falls
Attn: Parks and Recreation Director
P.O. Box 1907
Twin Falls, ID 83303-1907

YMCA of Twin Falls, Inc.
Attn: C.E.O.
1751 Elizabeth Blvd.
Twin Falls, ID 83301

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed on the first attempted delivery by the United State Post Office.

37. ATTORNEY'S FEES UPON BREACH. In the event it becomes necessary for either party to enforce the terms of this Concession Agreement, the prevailing party shall be awarded by a sum which will reasonably compensate it for the attorney's fees and costs incurred by such party to enforce the terms of this agreement. In the event attorney fees are awarded by a Court of law, the parties agree that a reasonable rate for attorney fees is \$150.00 per hour.

IN WITNESS WHEREOF, the parties hereto have executed this Concession Agreement by and through their authorized representatives the day and year first-above written.

CITY OF TWIN FALLS, a municipal corporation of Idaho

[Signature]
DON HALL, Mayor

ATTEST:

[Signature]
Deputy City Clerk August 28, 2011

YMCA of Twin Falls, Inc.

[Signature]
Michael Aresc President

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

On this 30th day of August, 2011, before me, the undersigned, a Notary Public in and for the State, personally appeared M. Aresc the authorized agents for the YMCA of Twin Falls, Inc., known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same.

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

(SEAL)



[Signature]
NOTARY PUBLIC FOR IDAHO
Residing in: Twin Falls, Idaho
My Commission Expires: June 16, 2014

C-437B

**EXHIBIT "A"
MAXIMUM FEES**

Daily Admissions:

Youth 3 years and under	\$3.00
Youth 4 – 17 years	\$4.50
Adult	\$6.00

Annual Passes:

Adult	\$260.00/year or \$31.50/month, plus tax and a \$50 joiner fee
Family	\$350.00/year or \$38.50/month, plus tax and a \$50 joiner fee
Youth (under 18 years)	\$237.50/year or \$29.50/month, plus tax and a \$50 joiner fee

Rental Rate:

\$170.00/hour – actual rental charge will depend on the percentage of the pool used

EXHIBIT "B"
INVENTORY OF CITY OWNED FACILITIES

The City of Twin Falls is the owner of the pool and its related attachments (ladders, slide, diving boards, etc...) and all of the existing buildings, including all the fixed equipment. Fixed equipment includes but is not limited to HVAC equipment, boilers, chemical control systems, UV system, bathroom/plumbing fixtures, counters, and fire suppression equipment, etc.

In addition to the above named items, the City of Twin Falls owns the following equipment and items:

- Seasonal cover or bubble and associated fixtures (lights, blower, assembly hardware, canopy connections to building, etc...)
- Pool blankets
- Guard stands
- Lane line reels
- Picnic area shelter
- Picnic tables
- Bounce house
- Tarp Reels
- Pool Vacuum



Date: July 21, 2014

To: Honorable Mayor Hall and City Council

From: Rene'e V. Carraway, Zoning & Development Manager

Request:

Consideration of a request to adopt an ordinance for a Zoning Title Amendment to amend Title 10; Chapter 4; Section 23.3 - Residential Business District - Property Development Standards c/o Gerald Martens, EHM Engineers, Inc. (app. 2639)

Time Estimate: Staff presentation may 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 June 10, 2014 the Commission held a public hearing for a for a Zoning Title Amendment to amend the Development Standards of Title 10; Chapter 4; Section 23.3 - Residential Business District - Property Development Standards. No one spoke at the public hearing. Upon conclusion of the public hearing the Commission unanimously recommended approval of the amendment as presented.

On July 07, 2014 the City Council held a public hearing on this request whereby by a vote of 6 for and 0 against they granted approval of the request as presented and including an amendment to section E- 10-4-23.3 (H) Off Street Parking that states the parking requirements may be modified by the **Planning & Zoning Commission, after a public hearing is held**, if it can be shown that strict compliance to these development standards is not possible. As directed by the Council, staff has prepared an ordinance for your consideration this evening.

Approval Process:

All procedures will follow the process as described in TF City Code 10-14: Zoning Amendments.

Zoning Title Amendments, which consist of text or map revisions, require a public hearing before the Planning Commission. Following the public hearing, the Commission may forward the amendment with its recommendation to the City Council. Any material change by the Commission from what was presented during the public hearing will require an additional hearing prior to the Commission forwarding its recommendation to the Council.

After the Council receives a recommendation from the Commission, a public hearing shall be scheduled where the Council may grant, grant with changes, or deny the Zoning Title Amendment. In any event the Council shall specify the regulations and standards used in evaluating the Zoning Amendment, and the reasons for approval or denial.

In the event the Council shall approve an amendment, such amendment shall thereafter be made a part of the Title upon the passage and publication of an ordinance.

Budget Impact:

Approval of this request will have negligible impact on the City budget.

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

Conclusion: On July 7, 2014 the City Council unanimously granted the request and directed staff to present an ordinance. Staff recommends the City Council adopt the ordinance so it can be published and codified.

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING THE PROPERTY DEVELOPMENT STANDARDS OF THE RB (RESIDENTIAL BUSINESS) ZONE.

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

That Twin Falls City Code §10-4-23.3 is amended as follows:

“10-4-23.3: PROPERTY DEVELOPMENT STANDARDS:

The following property development standards shall apply to all land and buildings in the residential business district:

(A) Lot Area:

1. The lot size shall be of sufficient size to provide for the building, off street parking, stormwater retention and landscaping.

(B) Lot Occupancy:

1. No building shall occupy more than sixty ~~thirty~~ percent (~~30~~%) of a lot.

(C) Building Height: No building shall exceed two (2) stories and shall not exceed thirty five feet (35') in total height.

(D) Building Size:

1. No building shall have a ~~footprint square footage greater than three thousand (3,000) square feet or~~ total floor area square footage of greater than six thousand (6,000) square feet.

(E) Yards:

1. Front Yards: Front yards shall conform to the following standards, or section 10-7-6 of this title, whichever is greater:
 - a. No structure shall be closer than fifteen feet (15') to the front property line for nonresidential uses.
2. Side Yards:
 - a. No structure shall be closer than five feet (5') to the side property line (minimum of 10 feet between any structure/building) for nonresidential uses.
3. Rear Yards:
 - a. For nonresidential uses, the rear yard may be reduced to the side yard setback of five feet (5').

(F) Access:

1. Only One Access Allowed Per Lot: Upon redevelopment of an existing property, if more than one access exists it will be coordinated with the city engineer which access(es) shall be eliminated. Adjoining properties should have joint accesses whenever possible.
2. Driveway Access: No driveway with access to more than two (2) parking spaces will open onto the side street for access or ingress to the properties containing the nonresidential uses, nor can any additional curb cuts be made on the side street curbs. However, if a driveway presently exists that goes to the side street, then the presently existing driveway may be maintained, but the use may not be expanded to include other parking places.

3. When an existing residential structure is converted to a nonresidential use, the driveway requirements above may be modified by the Administrator if it can be shown that strict compliance to these development standards is not possible.

(G) Landscaping: Landscaping shall conform to the following standards, or sections 10-7-10 and/or 10-7-12 of this title, whichever is greater:

1. Twenty five percent (205%) of each property shall be maintained in landscaping.
2. New development shall encourage planter boxes, barrel planters, and other landscaping in parking areas to reduce the visual impact of parking lots from the road.

(H) Off Street Parking:

1. ~~All off street parking shall be placed on the alley side of the lots or behind buildings so that the portion of the property that fronts the side streets and arterial streets shall continue to have lawn and landscaping consistent with surrounding properties as opposed to asphalt, rock or pavement. Also, a~~ Any use that has a parking requirement, as determined by section 10-10-3 of this title, in excess of twenty four (24) spaces is prohibited.
2. Off street parking shall conform to the requirements contained in 10-10-3 of this title. When an existing residential structure is converted to a nonresidential use, the parking requirements may be modified by the Planning & Zoning Commission if it can be shown that strict compliance to these development standards is not possible. Before the parking requirements may be modified, the Planning & Zoning Commission shall hold a public hearing, publish notice, post the property and give written notice to all parties, as required for variance permits.

(I) Signs:

1. Shall comply with chapter 9, "Sign Regulations", of this title. Multiple occupancy buildings shall have a sign plan approved by the administrator.

(J) Walls, Fences And Hedges:

1. Nonresidential Use: Any nonresidential use shall provide a fence not less than six feet (6') in height that will act as a sight and sound barrier between the nonresidential use and any contiguous residential lot or use.
2. Minimum Standards:
 - a. Screening shall be a minimum six foot (6') fence or wall or a landscaped area or any combination thereof. If it be a fence or wall it shall be constructed of wood, solid vinyl, metal (not chainlink), concrete or concrete block. If it be a landscaped area, it shall be evergreen bushes or trees and may include an earthen berm.
 - b. Whenever bushes or trees are used as screening, the screening height may not be less than three feet (3') at the time of planting, providing a minimum height of six feet (6') is achieved within five (5) years after planting.
 - c. Screening shall completely obscure objects inside the screened area when viewed from any angle outside the screened area and shall be constructed so as to reduce noise, lights and blowing trash.

(K) Building Design Standards:

1. Buildings: Existing residences will not be razed and new buildings constructed unless said new buildings are designed in such a way as to conform to the general residential nature of the neighborhood, consistent with the existing architectural style and design. Where possible, existing residences located in the residential business zoning district should be preserved in their present form and use. Where this is not feasible,

individual residences should be allowed to convert into residential business developments. In cases where existing structures and site conditions are prohibitive for conversion, two (2) or more existing lots may be assembled and developed as residential business uses, thereby consolidating site access and creating a more rational parking layout. Once a particular property has been converted to a residential business use, it shall not be allowed to revert to a residential use.

2. Roofs: Roofs are required to be pitched, with a minimum pitch of four to twelve (4:12), and residential in nature.
3. Architectural Standards: All building faces shall include windows, setbacks, awnings, parapet variations, material variations, color variations or other architectural treatments to break up large uniform surfaces.
4. Commercial Buildings: Commercial buildings on street frontages shall have functional entrances that face the street and have between ten percent (10%) and at least forty percent (40%) of the façade as windows. Windows shall be non-reflective glass on the ground floor.

PASSED BY THE CITY COUNCIL,

, 2014.

SIGNED BY THE MAYOR

, 2014.

MAYOR

ATTEST:

DEPUTY CITY CLERK



Date: July 21, 2014 City Council Meeting

To: Honorable Mayor and City Council

From: Josh Palmer, Public Information Officer

Request: Presentation on the results of the 2014 Citizen Survey.

Time Estimate: 15 minutes with additional time for questions

Background: One component of the 2030 Strategic Plan is the biennial City of Twin Falls Citizen Survey, which measures citizens' sentiments about the level of services provided by the City of Twin Falls.

Staff and council use the data collected in the Citizen Surveys to monitor trends in citizens' opinions, measure government performance, assess support for local policies, inform budget, land use, and strategic planning decisions, communicate with residents, and benchmark service ratings.

The National Citizen Survey (NCS) is a "turnkey" citizen survey service offered by the International City Management Association and the National Research Center in more than 500 communities in the United States. The NCS is considered to be a cost effective system for conducting comprehensive surveys of local residents.

By participating in the NCS, the City of Twin Falls gains a better understanding of:

- Insights into customer's expectations
- Opportunities to determine the quality and quantity of services provided
- Assistance in developing organizational strategies, goals, objectives and tasks
- Tools to set performance standards, establish benchmarks and develop appropriate measurement tools
- Basis for evaluating outcomes, recognize accomplishments and celebrate successes, and develop strategies to elevate areas that fall short of expectations
- Meeting the changing demands for better services

The survey questions focus on four core components: quality of life in the community, quality of local government services, residential participation in local activities, as well as policy options and community demographics.

The focus of this discussion is to explain the results of the 2014 Citizen Survey.

Approval Process: There is no approval process.

Budget Impact: There is not budget or financial impact.

Regulatory Impact: There is no regulatory impact associated with this request.

Attachments: None



Date: Monday, July 21, 2014
To: Mayor and City Council
From: Travis Rothweiler, City Manager

Request

A presentation of the Enterprise-Type Funds from the City Manager's Recommended Budget for FY 2015.

Time Estimate

The estimated amount of time this item will take is 30 minutes plus time to answer questions.

Background

For the past three weeks, the City Council and City Staff have been discussing different parts of the City Manager's Recommended Budget for FY 2015. A general overview of the entire recommended budget was provided at July 7th City Council meeting. A discussion about the tax-supported funded took place at the July 14th meeting. This presentation will focus on the Enterprise-Type Funds or those funds whose primary revenue source is derived from fees. Enterprise-Type Funds do not require the use of property taxes to support its basic operations.

Specifically, the focus of the presentation will be on the Water, Sewer and Sanitation Funds.

Water Fund

The Water Fund supports the following water-related activities: water supply, water distribution, pressurized irrigation, and utility billing. To support each of these functions in FY 2015, the City Manager's Recommended budgeting total system expenditures in the amount of \$9,818,687, an increase of \$32,302 (0.33%) when compared to the total allocation of \$9,786,385 in FY 2014. However, the City is using less cash reserves in the FY 2015 Recommended Budget compared to the FY 2014 Budget. In FY 2014, the City budgeted to spend \$800,000 in cash reserves on one-time capital projects. In FY 2015, the City is recommending the use of \$360,000 of cash reserves, which is a reduction of \$540,000 compared to the prior year.

The FY 2015 budget for the Water Fund calls for a 2% rate increase to the City's adopted water rate. The increase to the average City residential water user – one who uses an average of 18,000 gallons of water per month – will see an increase of \$0.75 per month, causing the water consumption portion of their bill to increase from \$37.26 per month to \$38.01 per month.

The City Manager's Recommended Budget takes a conservative approach to growth and projects the new customer growth rate will be 1%.

Sewer Fund

The Sewer Fund is used to support all waste water services provided by the City of Twin Falls, namely waste water collections and waste water treatment. For FY 2015, the City Manager's Budget recommends expenditure totaling \$9,096,332 in the Sewer Fund. This represents a decrease of \$242,857 when compared to FY 2014 Sewer Fund expenditures of \$9,339,189.

In the FY 2015 Recommended Budget, the City Manager is requesting a rate adjustment of 1% to the assessed rates. This increase equals an average increase of \$0.25 per month to the average residential user, which is defined as one who typically produces 8,000 gallons per month of waste water. All increases are proportionate to the type of use. Like the water fund, we are projecting limited growth in the number of new waste water accounts to 1.0%.

Sanitation Fund

The City's Sanitation Fund supports the City's sanitation and recycling program. The City of Twin Falls is the only City in the Magic Valley to offer its residents a curbside single stream recycling program. The program was started in 2011. Since the creation of the program, the City has diverted over 7,133 tons from entering into the regional landfill. Although we have seen a slight decrease in participation, the City's recycling program continues to meet and/or exceed initial expectations. It remains one of the highest rated services offered by the City.

Overall, the City Manager's Recommended Budget calls for an increase of \$0.19 per month, which equals a 1.11% increase to our sanitation customers. This will cause the monthly bill to increase from \$16.99 per month to \$17.18 per month. The rate adjustment is influenced by the requested price adjustment of 1.7% by the City's contracted service provider (PSI, Inc.) and increases in operational costs.

How much more will Twin Falls City Services Cost?

In addition to understanding the levels of services and the amount of improvements programmed into the budget, it is also important that we recognize the impact this proposal has on our citizens and taxing shareholders.

The table below illustrates the impact the City Manager's Recommended Budget will have on the taxpayers residing or doing business in Twin Falls.

Specifically, as proposed in the Recommended Budget:

- The annual City property tax increase on a median-value home in Twin Falls is projected to increase \$0.71 per month, or by \$8.57 annually (1.32%)
- The monthly utility bill for the average resident in Twin Falls is expected to increase by \$1.19 per month, or by \$14.28 annually (1.51%)

	FY 2014 Adopted Budget	FY 2015 Recommended Budget	Difference
Property Tax	Tax Rate of: \$7.86/\$1,000 tax value	Tax Rate of: \$7.98/\$1,000 tax value	Tax Rate of: \$0.12/\$1,000 tax value
Median Valued Home of an Owner-Occupied Home: \$144,300	\$566.85 <i>annual</i>	\$575.42 <i>annual</i>	\$8.57 <i>annual</i>
Utility Bills			
Average Residential Customer Consumption of:			
<i>Water - 18,000 gallons</i>	\$37.26	\$38.01	\$0.75
<i>Sewer - 8,000 gallons</i>	\$24.49	\$24.74	\$0.25
<i>Sanitation & Recycling</i>	\$16.99	\$17.18	\$0.19
Monthly Total of Property tax and Utility Bills	\$78.74 <i>monthly</i>	\$79.93 <i>monthly</i>	\$1.19 <i>monthly</i>

It is important to recognize the tax rate does not necessarily indicate an individual's tax burdens. The tax rate is simply a multiplier used to determine a property owner's proportionate share of property tax liability. It is a fraction of a local government's total property tax collections divided by the total taxable value of that local government unit (\$17,845,040/2,237,513,473 = 0.007975389).

**Preliminary and subject to further refinement by the Twin Falls County Assessor*

Approval

There is no approval process.

Budget Impact:

There are no budgetary or financial impacts from the conversation.

Regulatory Impact:

There is no regulatory impact.

Attachments

1. Recommended Budget for FY 2015 can be found online.