

COUNCIL MEMBERS:

Suzanne Hawkins	Jim Munn	Shawn Barigar	Chris Talkington	Gregory Lanting	Don Hall	Rebecca Mills Sojka
					<i>Mayor</i>	



AGENDA

Meeting of the Twin Falls City Council
 Monday, June 22, 2015
 City Council Chambers - 305 3rd Avenue East -Twin Falls, Idaho

PLEDGE OF ALLEGIANCE TO THE FLAG CONFIRMATION OF QUORUM CONSIDERATION OF THE AMENDMENTS TO THE AGENDA PROCLAMATIONS: NONE		
GENERAL PUBLIC INPUT		
AGENDA ITEMS		
I. CONSENT CALENDAR:	Purpose:	By:
1. Consideration of a request to approve the Accounts Payable for June 16–22, 2015.	Action	Sharon Bryan
2. Consideration of a request to approve the May 11, 2015, City Council Minutes.	Action	Sharon Bryan
3. Consideration of a request to approve the annual fireworks display held at the College of Southern Idaho on Saturday, July 4, 2015.	Action	Ron Fustos
4. Consideration of a request to approve a Curb-Gutter and Sidewalk Improvement Deferral Agreement for property located at 944 Filer Avenue West for Cathy & Les Reitz.	Action	Troy Vitek
II. ITEMS FOR CONSIDERATION:	Purpose:	By:
1. Consideration of a request to approve the Rock Canyon Summer Concert Series 2015 to be held at 245 5 th Avenue South.	Action	Dennis Pullin
2. Consideration of a request to approve a Memorandum of Understanding Termination Agreement between the City of Twin Falls, College of Southern Idaho, and the College of Southern Idaho Foundation concerning trail development.	Action	Dennis J. Bowyer
3. Presentation from Steve Meyerhoeffer on the contract involving the leasing of the Twin Falls Golf Club.	Presentation	Dennis J. Bowyer
4. Consideration of a request to name two sections of the Snake River Canyon Trail System.	Action	Dennis J. Bowyer
5. Presentation of an update on an alternate type of fencing along the Snake River Canyon Rim Trail System.	Presentation	Dennis J. Bowyer
6. Consideration of a request to reject a bid for the 2015 3 rd Avenue West Improvement Project.	Action	Jon Caton
7. Consideration of a request to enter into a contract with Phil Kushlan, Kushlan & Associates, for the Canyon Springs Road Pedestrian Enhancement Project Community Involvement Plan for the amount of \$48,585.	Action	Troy Vitek
8. Consideration of a request to reject all bids for the Biotower Odor Control Procurement package.	Action	Troy Vitek
9. Consideration of a request to adopt an ordinance for a Zoning Title Amendment amending Title 10, Chapter 12: Section 2.5(B) regarding the timing for required improvements for Conveyance Plats. (Proposed Ordinance 3098)	Action	Rene'e V. Carraway-Johnson
10. Discussion on the creation of a Comprehensive Plan update Technical Advisory Committee	Discussion	Rene'e V. Carraway-Johnson
11. Public input and/or items from the City Manager and City Council.		
III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:		
IV. PUBLIC HEARINGS: 6:00 P.M.		
1. Consideration of a request for a Zoning District Change and Zoning Map Amendment from R-4 to C-1 for 2.4 (+/-) acres located at 1629 Locust Street North for Christy J. Williams (app. 2727).	PH/Action	Walt Hess Jonathan Spendlove
2. Consideration of a request for Annexation of 53.38 (+/-) acres located at the South East corner of 2700 East Road aka Sunway Drive North and North College Road West, extended for the Twin Falls School District (app. 2730).	PH/Action	Brad Wills Jonathan Spendlove
V. ADJOURNMENT:		

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.

COUNCIL MEMBERS:

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



MINUTES

Meeting of the Twin Falls City Council
Monday, May 11, 2015 – 5:00 P.M.
City Council Chambers - 305 3rd Avenue East -Twin Falls, Idaho

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

PROCLAMATIONS: Peace Officers Memorial Day and Police Week, 2015
Request made by Josh Hayes, President of the F.O.P., Twin Falls Police Department

GENERAL PUBLIC INPUT

AGENDA ITEMS

I. <u>CONSENT CALENDAR:</u>	<u>Purpose:</u>	<u>By:</u>
1. Consideration of a request to approve the Accounts Payable for May 5-11, 2015.	Action	Sharon Bryan
2. Consideration of a request to approve the Findings of Fact, Conclusions of Law, and Decision for the vacation of Westpark Phase II.	Action	Rene'e V. Carraway-Johnson
3. Consideration of a request to approve Snake Harley-Davidson's "Memorial Day Kick Off" concert to be held at 2404 Addison Avenue East on Thursday, May 21, 2015.	Action	Dennis Pullin
4. Consideration of a request to approve Snake Harley-Davidson's "Highway 30 Music Fest" concert to be held at 2404 Addison Avenue East on Thursday, June 25, 2015.	Action	Dennis Pullin
II. <u>ITEMS FOR CONSIDERATION:</u>	<u>Purpose:</u>	<u>By:</u>
1. Consideration of a request to authorize the Mayor to sign a Funding Agreement between the City of Twin Falls and Idaho Transportation Department.	Action	Mandi Thompson
2. Discussion on the Municipal Powers Outsource Grants (MPOG) process.	Discussion	Mandi Thompson
3. Consideration of a request to approve the renewal of the PSI Sanitation Contract.	Action	Bill Baxter
4. Presentation of an update on the Main Avenue Redesign progress with a focus on Main Avenue parking configurations by Otak.	Presentation	Melinda Anderson Mandi Roberts/Otak
5. Consideration of a request to reconstruct the Wills Booster Station.	Action	Jacqueline Fields
6. Consideration of a request to approve a contract with Logan Simpson Design, Inc. to develop a Comprehensive Plan Update.	Action	Mitchel Humble
7. A general discussion about the City Council's FY 2016 budget priorities and philosophies followed by citizen input.	Discussion	Travis Rothweiler
8. Public input and/or items from the City Manager and City Council.		
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u> 6:00 P.M. - None		
V. <u>ADJOURNMENT:</u>		

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Present: Suzanne Hawkins, Shawn Barigar, Gregory Lanting, Don Hall, Rebecca Mills Sojka, Chris Talkington

Absent: Jim Munn

Staff Present: City Manager Travis Rothweiler, City Attorney Fritz Wonderlich, Deputy City Attorney Shayne Nope, Deputy City Manager Mitchel Humble, Deputy City Manager Brian Pike, City Engineer Jacqueline Fields, Assistant City Engineer Troy Vitek, Captain Matt Hicks, Captain Anthony Barnhart, Staff Sergeant Dennis Pullin, Deputy City Clerk Sharon Bryan

Mayor Hall called the meeting to order at 5:00 P.M. He then invited all present, who wished, to recite the pledge of Allegiance to the Flag with him. A quorum is present

CONSIDERATION OF THE AMENDMENTS TO THE AGENDA: None

PROCLAMATIONS: Peace Officers Memorial Day and Police Week, 2015
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Mayor Hall read the proclamation and presented it to Lt. John Wilson.

GENERAL PUBLIC INPUT:

Randy Slickers, 672 Cindy Drive, Twin Falls, Idaho, expressed his appreciation for the services that PSI provides.

AGENDA ITEMS

I. CONSENT CALENDAR:

1. Consideration of a request to approve the Accounts Payable for May 5-11, 2015.
2. Consideration of a request to approve the Findings of Fact, Conclusions of Law, and Decision for the vacation of Westpark Phase II.
3. Consideration of a request to approve Snake Harley-Davidson's "Memorial Day Kick Off" concert to be held at 2404 Addison Avenue East on Thursday, May 21, 2015.
4. Consideration of a request to approve Snake Harley-Davidson's "Highway 30 Music Fest" concert to be held at 2404 Addison Avenue East on Thursday, June 25, 2015.

MOTION:

Councilmember Talkington moved to approve the Consent Calendar. The motion was seconded by Vice Mayor Hawkins. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0

II. ITEMS FOR CONSIDERATION:

1. Consideration of a request to authorize the Mayor to sign a Funding Agreement between the City of Twin Falls and Idaho Transportation Department.

Grant Writer Thompson explained that the City of Twin Falls was awarded a planning grant in April 2014, to begin planning for a fixed route public transportation system. These funds in the amount of \$40,000 will be used along with a \$10,000 match from the City to hire a consultant to conduct an analysis of the public transportation needs of Twin Falls. In addition to this analysis, a Transit Development Plan will be created that will provide a roadmap for the City as we move forward in planning for a transportation system. Funds for the Transit Development Plan were released by ITD on April 24, 2015.

ITD requires a funding agreement to delineate shared responsibilities on their projects and is requesting

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The Council is asked to authorize the Mayor to sign the final agreement.

The City's match will be \$10,000, which is included in the current budget.

Councilmember Talkington asked what the scope of the investigation will be and goals that we have established.

Grant Writer Thompson explained that the City applied for this grant in January, 2014. What the City intends to do with this grant is to look at the future of public transportation in Twin Falls.

Vice Mayor Hawkins asked about the difference in the match figures in their packet.

Grant Writer Thompson explained that was a mistake. The City was obligated to a 7% grant match, but to get the \$40,000 grant, obligated \$10,000.

Vice Mayor Hawkins asked why.

City Manager Rothweiler said to make the grant more competitive.

MOTION:

Councilmember Barigar moved to authorize Mayor Hall to sign the funding agreement between the City of Twin Falls and Idaho Transportation Department. The motion was seconded by Vice Mayor Hawkins. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0

2. Discussion on the Municipal Powers Outsource Grants (MPOG) process.

Grant Writer-Thompson reviewed that in 2014 several members of City staff worked together to create a scoring matrix for the MPOG process. This matrix was designed to make the MPOG process more objective, allowing members of the Council to assign a numerical value to the merits of each application. This matrix, however, has not been adopted by all members of Council, nor fully employed in either the 2013 or 2014 MPOG process. Staff is seeking guidance from the Council on how they would like to proceed.

Councilmember Talkington said that the matrix was difficult to follow.

Mayor Hall agreed and asked City Attorney Wonderlich to review the legal aspects of the grant.

City Attorney Wonderlich explained what would qualify for the MPOG funding.

Councilmember Lanting said he used the rating system last year but had concerns about the rating system's flaws.

Councilmember Mills Sojka agreed with Councilmember Lanting.

Vice Mayor Hawkins said applicants did not know how they were being rated.

Grant Writer Thompson said she tried to simplify the rating system.

Mayor Hall stated his concern about Councilmember Mills Sojka voting on what the band should receive since her husband plays in the band.

City Attorney Wonderlich said that during the discussion of what the band should receive Councilmember Mills Sojka should not participate. Once the decision is made she could vote on the MPOG final funding.

Councilmember Barigar said that there is no easy way on how funding is divided.

City Manager Rothweiler reviewed the process of funding.

Councilmember Talkington asked if MPOG is limited to \$80,000.

Grant Writer Thompson said the grant is for \$100,000.

Councilmember Lanting said he has no problem increasing the grant an additional \$20,000.

City Manager Rothweiler clarified the Council has \$78,000 to delegate.

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3. Consideration of a request to approve the renewal of the PSI Sanitation Contract.

Finance Accountant Bill Baxter explained PSI's contract expires in December, 2015. At the time of establishing that contract three competitors bid the sanitation collection services, and PSI was awarded the contract. The proposal letter discusses the investment PSI has made in their services and to the community, and offers options for a renewed extended contract period for 10 years.

Staff recommends that the Council accept the proposed terms under the 10 year contract option.

City Manager Rothweiler said PSI's contract expires the end of this calendar year. This is being brought before Council at this time to consider in the event that the Council does not want to move forward with this contract it would give staff time to go through a proposal process and to make an easy transition between haulers.

Councilmember Mills Sojka asked if the contract would include recycling at City parks.

PSI District Manager Kevin Malone said that it would include recycling at the City parks.

Councilmember Mills Sojka said she is concerned with a 10 year contract because, in the past, going out to bid has helped the City keep costs down.

Malone said that they are proud of the relationship they have with the City and the community.

Councilmember Talkington asked how many customers are on the single can 35 gallon rate.

Malone said there are 72 customers on single can 35 gallon rate.

Mayor Hall said that one of the complaints he receives is when garbage is picked up too early in the morning.

Malone explained that they go out early for safety reasons but have worked in areas to keep noise down.

MOTION:

Councilmember Lanting moved to approve the proposed terms under the 10 year contract option. The motion was seconded by Vice Mayor Hawkins.

Councilman Talkington said he is concerned with the single can 35 gallon rate.

MOTION:

Councilman Talkington made an amendment to the motion that customers that are over the age of 65 may apply to Twin Falls City to qualify for single can 35 gallon rate. Motion failed for lack of second.

City Manager Rothweiler said that if Council is interested in renewing PSI's contract with the 10 year contract option, staff would negotiate a contract and then bring back to Council for consideration.

Councilmember Mills Sojka asked for a clarification on the motion.

Councilmember Lanting said the motion was the 10 year contract option.

Councilmember Barigar said he supports the concept of the single can 35 gallon rate; however, he struggles with using age for defining how much trash is being produced. He would like to negotiate a lesser can service for the single rate and recycling for commercial customers or apartment dwellers.

Councilmember Lanting said that his concern is related to the cost associated with the single rate cans. The motion is agreeing to a 10 year contract extension with PSI and that staff will do the fine tuning.

Mayor Hall asked for a clarification on the motion.

City Manager Rothweiler said that the motion was to approve the proposed terms under the 10 year contract with PSI.

Mayor Hall said that it would not give the City the option to do any more negotiations if motion is adopted.

City Manager Rothweiler said that is correct.

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Mayor Hall said he is not comfortable with the motion because he would like to be able to negotiate some areas of the contract.

Councilmember Lanting withdrew his motion. Vice Mayor Hawkins concurred.

Vice Mayor Hawkins asked if the City proceeds with the 10 year contract extension will the contract have a clause allowing the ability to renegotiate the contract.

City Manager Rothweiler said we have the right to review the contract.

Councilmember Talkington asked how many 10 year contracts the City holds.

City Manager Rothweiler said the City has two contracts for services, PSI and CH2M Hill.

MOTION:

Councilmember Lanting moved to pursue a 10 year contract extension contract with PSI, Inc., and to direct the City Manager and staff to enter into negotiations with PSI, Inc. and for the final numbers to be brought back to City Council. The motion was seconded by Vice Mayor Hawkins. Roll call vote showed Councilmembers Hawkins, Barigar, Lanting, Hall and Mills Sojka voted in favor of the motion. Councilmember Talkington voted against the motion. Approved 5 to 1

Councilmember Mills Sojka asked if options discussed in tonight's meeting would be included in the motion.

City Manager Rothweiler said it includes all the donated services.

Councilmember Barigar encouraged staff to discuss all items brought up in tonight's meeting with PSI, Inc.

Mayor Hall said that because a member of the Council has to leave early he would like to move to agenda item #7.

4. A general discussion about the City Council's FY 2016 budget priorities and philosophies followed by citizen input.

City Manager Rothweiler explained the purpose of this agenda item is to have a general discussion about the status of the City of Twin Falls' 2016 fiscal year budget. This is the first of three scheduled sessions prior to the presentation of the City Manager's recommended budget. The purpose of this first session is to capture the Council's and the community's goals and priorities for the upcoming fiscal year. The other two opportunities to provide input prior to the development of the budget will be on Tuesday, May 26th and Monday, June 8th. The City-Manager's recommended budget for the 2016 Fiscal Year will be presented to the members of the City Council for its review and debate in early July.

The City views its planning and operations in a strategic manner. Its fiscal, operational and organizational strategies are governed and directed by the City's 2030 Strategic Plan. The Strategic Plan has a series of vision statements, that when viewed collectively, will allow the City to create and maintain an accessible, healthy, learning, environmental, responsible, prosperous, and secure community with a strong internal organization designed to be able meet the needs of its citizens, businesses and visitors. The Strategic Plan is divided into eight, equally important focus areas: a Healthy Community, a Learning Community, a Secure Community, an Accessible Community, an Environmental Community, a Prosperous Community, a Responsible Community, and recognition of the importance of the Internal Organization. For each focus area, there is a description of the vision for that topic in the year 2030. To review the vision descriptions, please see the City of Twin Falls 2030 Strategic Plan.

In each of the past three years, the preliminary conversations assisted in guiding the previous budget concepts and strategies. From several internal conversations, public informational listening sessions and planning meetings, the City Council developed five goals that served as guideposts for the FY 2016 Budget process.

Last week, the members of the City's Long-Term Planning Group presented their thoughts and suggestions. Their presentation was the culmination of a four month process. The members of this group spent time reviewing the City's Strategic Plan and discussing the organization's operational and capital needs. This group was tasked with updating the City's five-year fiscal planning model, tying the goals and objectives in the City's Strategic Plan to the budget, and

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defining the needs of the organization. The major themes presented by the members of the long term planning group's recommendation are:

- Additional personnel needs are high across the organization and these needs will only increase as the community continues to grow.
- Continue to support the "One City" concept.
- Invest in the equipment needed to improve efficiencies of current processes.
- Invest in upgrading current equipment to keep pace with its use and demand.
- We are a service organization that is committed to serving the community and its citizens in the most fiscally responsible manner possible.

In its continued pursuit of excellence, the City will continue to review its processes beyond the budget conversations. The FY 2016 budget will continue to allocate funding to implement the City's new strategic planning objectives, critical infrastructure and facilities.

Councilmember Talkington said that with the impact to homeowners for the wastewater plant and other tax supported funds he would be very hesitant to increase the mill levy this year. His goals would be to increase recycling and to address ways to encourage and promote water conservation.

Councilmember Mills Sojka said she would like to provide safe walkways for pedestrians and safe routes for non-motorized travel. She suggested creating an incentive program for homeowners to improve their sidewalks and identify high traffic areas on collective streets that are in need of improvements. Her second goal is to continue improving our park system.

Councilmember Lanting said he would also like to see the expansion of the pressure irrigation system and informing the public that gas tax funding is used on roads.

Vice Mayor Hawkins said she would like the City to focus on the following Strategic Plan objectives:

- Trail System
- Rec Center
- Street Lighting
- Funding zone maintenance
- Continue working on Development Codes
- Business retention and expansion project
- Conduct a communication audit on our outreach efforts
- City Staff to continue moving the pay scale

Councilmember Barigar said that he would like to focus on what level of services the community would like to see from city government for trails, roads, sidewalks, recreation centers, etc., and not crafting the budget based upon a target tax rate or projects individuals on the Council would like to bring forward.

Mayor Hall would like to focus on the following:

- Canyon Springs Road improvements
- More Water Storage
- Continue our focus on maintaining roadways
- Trails and bike routes
- Work force housing issues and development
- Employee compensation

Councilmember Mills Sojka said she also supports the Canyon Springs Road improvements.

Mayor Hall opened up the meeting to the community for comments.

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Steve Woods said he lives in the Area of Impact and would like to look at spending money on an adequate public transportation system.

Mayor Hall said that budget discussions are open to the public for public input.

City Manager Rothweiler said that there will be 12 opportunities for the public to have input on the budget.

Recessed at 6:25 p.m.

Reconvened at 6:35 p.m.

5. Presentation of an update on the Main Avenue Redesign progress with a focus on Main Avenue parking configurations by Otak.

Economic Development Director Melinda Anderson gave an update on the Main Avenue Redesign progress.

Mayor Hall said that Council has not made any decisions on the downtown parking and Council will make their decision on the best option available.

Mandi Roberts, Otak, gave an update regarding the progress on the Main Avenue Redesign project with the focus on parking. Open houses will be held on the Main Avenue Redesign

Councilmember Talkington said that the Council has some controversial decisions to make on Main Avenue and would be in favor of eliminating the one way Main Avenue concept.

Councilmember Lanting said he was in favor of the one way until the safety concerns were brought up.

Vice Mayor Hawkins asked why parking spaces needed to be deeper for front in parking.

Roberts explained that this would allow room for the vehicle to back out, avoiding the adjacent vehicle, and to avoid backing into both lanes of traffic.

Councilmember Barigar asked if whatever option is chosen would it be applied uniformly across downtown or would one block have back in parking and the next parallel parking.

Roberts said that it should be consistent throughout Main Avenue.

Councilmember Barigar asked how areas those are currently unoccupied planned to be developed.

Roberts explained the concept of a platform cafe'.

Councilmember Barigar asked about using alleys as bike lanes.

Roberts said that because of the lack of visibility, bicyclists would have to stop at each intersection, where, on Main Avenue, they would have less stops. Alleys are not vibrant areas of town.

Mayor Hall stated that Councilmember Mills Sojka had the following questions:

How many parking spaces are there right now?

How many do you project with the back in angle parking, front end angle parking and one side parallel and one side angle parking?

Mayor Hall said Roberts could address her questions at a later time.

Councilmember Talkington asked how bus stop areas would be incorporated.

Roberts said that bus routes would be more suitable on the Second Avenues.

Councilmember Lanting, liaison to the URA, said they are in favor of the back in angle parking.

Mayor Hall opened up the discussion for public comment.

Tony Prater, 1059 Mountain View Drive, said his concerns include down time businesses will have during revitalization, bike lanes, sidewalk use, truck traffic and loading zones.

T. Ringenberg, The Brass Monkey, said the north end businesses are not in favor of back in parking. Focus should be on improving sidewalks, slowing down traffic, better signage for available parking and designing each block on the needs of the block.

Steve Woods, Area of Impact, said he is concerned with back in parking and the congestion it could cause and 26' roadway should accommodate emergency vehicles.

Kent Fritzgerlad, 129 Main Avenue North, said he is concerned with not having enough parking downtown and the perception regarding parking downtown.

Tim Stastny, owner of The Slice, said he is concerned with back in parking.

Roberts reviewed the proper etiquette for back in parking.

Councilmember Lanting said that the URA is in favor of increased signage for parking lots and are interested in helping businesses dress up their rear entrances so that the back parking lots would be used more.

6. Consideration of a request to reconstruct the Wills Booster Station.

City Engineer Fields explained that the Wills Booster Station was originally constructed to provide adequate pressure to the Skylane Subdivision which is located upgradient of the South reservoirs. This station has been upgraded regularly to extend the service area and provide adequate water pressure to a much larger area than originally intended. Staff has worked within the space confines of the structure and the limitations of the equipment to optimize production. All of the pumps have long exceeded their projected lifespan. The structure is actually overcapacity and there have been ventilation challenges associated with that. Staff studied the station in an effort to find opportunities to modify it so that the development community could increase the capacity of the station. The City entered into a planning contract with JUB to identify ways the City could address the major maintenance activities that are necessary. At the same time, the team worked together to make provision for the future. That is, the team looked for the most economical way to conduct major maintenance with a design that will allow the development community to expand the station to meet their (future) needs. This project does not provide capacity beyond the existing demand.

This project has been under consideration, actively, for a few years. The project was briefly discussed during the budget conversation last year. This year, the long term planning group discussed the need for the project and chose to recommend funding the project. The estimated total for the project is \$4 million and staff is requesting to use Water Fund reserves for this purpose. Staff is requesting that this project is added to the budget so that design can commence. There is a recognition that the delivery schedule for pumps is long, the risk associated with maintaining the equipment is continually increasing, and the community is interested in developing this area of town.

There are \$6.2 million of unrestricted cash reserves in the Water fund. Reserves are not intended to be used for operations and are particularly well suited for use on one-time, large capital projects. The use of reserves enables staff to accomplish these significant projects without large rate increases and without additional debt.

Councilmember Talkington asked if the estimated project cost is close to accurate.

City Engineer Fields said that she would not project any costs until the bids are received.

Councilmember Talkington said he is concerned because the Airport Terminal Remodel costs were higher than expected.

City Manager Rothweiler explained that if bids received are high, staff will have the opportunity to scale down the project

MOTION:

Councilmember Talkington moved to authorize the Wills Booster Station project to be funded out of unrestricted cash reserves in the water fund in the approximate amount of \$4 million and to be added to the current budget. The motion was seconded by Councilmember Barigar. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0

7. Consideration of a request to approve a contract with Logan Simpson Design, Inc. to develop a Comprehensive Plan Update.

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Deputy City Manager Humble explained the City solicited requests for qualifications (RFQ) from qualified consulting firms to provide professional services to the City to develop a Comprehensive Plan update. Proposals were due on Thursday, December 18, 2014. Staff received seven submittals in response to the RFQ.

Tom Frank (P&Z Chairman), Rebecca Mills Sojka (P&Z Council Liaison), Kevin Mahler (Local business owner and resident), Kevin Dane (P&R Chairman) and Rene'e Carraway-Johnson reviewed the seven submittals. This group narrowed the submittals down to two firms who presented to the Planning & Zoning Commission on Wednesday, February 4, 2015. The two firms were Logan Simpson Design, Inc. and CRSA. These two firms were given 15 minutes to make a presentation and 15 minutes to answer questions from the Commission.

After the presentations and some discussion by the Commission, each Commissioner voted for his/her top ranked firm. Based on qualifications, the Commission gave five first place votes to Logan Simpson Design Inc. and two first place votes to CRSA, making Logan Simpson Design, Inc. the top ranked firm for staff to start negotiating with to develop a contract for the Comprehensive Plan update.

On February 17, 2015 the City Council unanimously voted to proceed with negotiations with Logan Simpson Design, Inc. to develop a contract. The contract will be presented to Council for consideration.

Staff has been negotiating with Logan Simpson Design to finalize a scope of services and associated contract. The scope of services includes a base workload amount of \$100,000. Additional services were identified in the Scope as Optional Tasks that could be beneficial to the project.

Staff would like to have a discussion regarding each of the proposed optional tasks. Option 1 involves Logan Simpson facilitating and distributing a full inventory of current city plans to city departments for their comments and to include compiling those comments and preparing a summary report for a fee of \$2,500. Option 2 would include Logan Simpson as the presenter/facilitator in association with the Kickoff Event and regular updates to various boards, Planning & Zoning and City Council for a fee of \$9,500. Options 3 & 4 would include setup and providing a finalized Digital Comprehensive Plan to be hosted by the city for a fee of \$18,000. The total for all four is \$30,000. The council may include any or all of the option-as presented.

The FY2015 budget includes \$100,000 for the Comprehensive Plan update project. The scope of services and associated contract reflect that amount. If the City Council elects to do optional tasks contingency funds could be used for the funding of those optional tasks. Staff is also reaching out to the Rural Fire District to see if they are willing to help in funding Optional Task

As part of the Comprehensive Plan, Logan Simpson would like to request to add Emergency Services Consulting International, as a sub-consultant, in order to assist with a Fire Station Strategic Evaluation, which will build on the overall evaluation of the community and analyze fire station needs and response times. Specifically, the study will look at the need of adding a fourth or fifth fire station based on the Comprehensive Plan's vision and goals.

Mayor Hall asked if the update would address the issues regarding female firefighters.

Deputy City Manager Humble said this evaluation is more of a location and response plan.

City Manager Rothweiler said the accommodation of female firefighters will be addressed in the remodel of the Public Safety Complex.

Councilmember Talkington asked if Council approves the budget with amendments how much would be added.

Deputy City Manager Humble explained that it would depend on which of the five options is chosen. The contract as written is \$100,000. The contract with Options 1 -5 is \$150,000. Staff is seeking Council direction.

Vice Mayor Hawkins stated her concern of the cost for the Main Avenue Design Project Website.

Councilmember Barigar recommended that an assessment be made of the City's plans.

Deputy City Manager Humble said that staff would assist Logan Simpson in assessing the City's plans.

Councilmember Barigar stated his concern for the cost of a Kick-off Event and asked who would be involved in the event.

Deputy City Manager Humble said that the Kick-off Event is a public event.

Councilmember Barigar said he would like to have a digital comprehensive plan included in the contract but the cost is high.

City Manager Rothweiler asked to let staff explore other options of getting a digital comprehensive plan.

Mayor Hall asked why we are budgeting \$100,000 when the last comprehensive plan cost over a \$100,000.

City Manager Rothweiler explained that the last comprehensive plan was a full rewrite.

Mayor Hall said he is leaning toward Option 3 and Option 5.

Vice Mayor Hawkins said she liked Option 5

Councilmember Lanting said he would like to see on-going outreach.

Councilman Barigar asked for details of the Kick-off Event.

Deputy City Manager Humble explained that the Kick-off Event would involve regular updates to various boards, Planning & Zoning and City Council.

Councilmember Barigar said that he agreed with Councilmember Lanting on the importance of on-going outreach; however, the cost of \$10,000 is a concern.

Deputy City Manager Humble said that staff recommends the Council approve the contract, including preferred optional tasks, and authorize the Mayor to sign the consultant Agreement for Professional Services.

MAIN MOTION:

Vice Mayor Hawkins made a motion to approve the contract with Logan Simpson Design, Inc. to develop a Comprehensive Plan Update in the amount of \$100,000; and, authorize the Mayor to sign and add Option 5. Fire Station Strategic Evaluation. The motion was seconded by Councilmember Lanting.

Roll call vote showed all members present voted in favor of the motion. Approved 5 to 0

AMENDED MOTION:

Councilmember Lanting made an amendment to the main motion to add item Option 3. Digital Comprehensive Plan. The motion was seconded by Councilmember Barigar. Roll call vote showed Councilmembers Barigar, Lanting, Hall and Talkington voted in favor of the motion. Vice Mayor Hawkins voted against the motion. Approved 4 to 1.

Roll call vote on the main motion showed all members present voted in favor of the motion. Approved 5 to 0.

8. Public input and/or items from the City Manager and City Council.

City Manager Rothweiler stated that next week's Council meeting will begin at 4:00 p.m.

Deputy City Manager Humble reported on the upcoming City Hall Complex meetings with Hummel Architects on May 27, 28 and 29, 2015.

MINUTES

Monday, May 11, 2015

Page 11 of 11

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:

Vice Mayor Hawkins reported on the following: Tara Bartley has been appointed as the new Library Director and will start on Friday, May 15, 2015, and the Police Memorial at City Park will be held on May 16, 2015. She invited the Council to check out the Youth Council's Facebook page and to watch the video of the youth taking selfies with Police Officers.

Councilmember Talkington said that in the upcoming weeks there will be an updated schedule on airport construction.

IV. PUBLIC HEARINGS: 6:00 P.M. – None

V. ADJOURNMENT: The meeting adjourned at 8:05 P.M.

Sharon Bryan
Deputy City Clerk



Date: Monday, June 22, 2015, Council Meeting
To: Honorable Mayor and City Council
From: Staff Sergeant Ron Fustos, Twin Falls Police Department

Request:

Consideration of a request from the “Magic Valley Citizens’ 4th of July” to approve the annual fireworks display held at the College of Southern Idaho on Saturday, July 4, 2015. This activity will begin at 8:00 p.m. and will conclude at approximately 11:00 p.m.

Time Estimate:

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

Background:

The Fourth of July fireworks celebration has been held for the last several years at the College of Southern Idaho. The Twin Falls City Band will play from 8:00 p.m. to 8:30 p.m. on the CSI Campus. The fireworks display will begin at approximately 10:00 p.m. and is expected to conclude by 10:20 p.m. As in the past, the area around the CSI Campus will be closed to traffic at 9:00 p.m.

Our evaluation of this event considered the following factors:

1. History –Fireworks Event

- The Fourth of July fireworks event has been an annual event for the past several years.
- The calls for service experienced during the 2014 event were minimal.

2. Expected Crowd Size

- Attendance at past fireworks events has been estimated to be in excess of 3,000 people. The Twin Falls Police Department will provide a minimum of two (2) Police Officers to patrol on bicycles through the interior of the campus during the event.
- This event will require a total of fifteen (15) Twin Falls Police Officers, six (6) Road Work Ahead flaggers, and several volunteers. Officers from other local law enforcement agencies will also assist with traffic control. The entire event requires 35 people to provide traffic control and to ensure the safety of citizens.

3. Traffic Concerns

- Falls Avenue will be closed at 9:00 p.m. between Blue Lakes Boulevard North and Washington Street North. North College Road will also be closed between Blue Lakes Boulevard North and Washington Street North. The road closures will be controlled by traffic cones, barricades, Twin Falls Police Department Officers, other law enforcement agencies, and Road Work Ahead flaggers.
- The City of Twin Falls will provide barricades and traffic cones.

4. Live Music

- The Twin Falls City Band will be providing entertainment on the CSI Campus from 8:00 p.m. to 8:30 p.m. The Twin Falls City Band has performed for this event for the last several years.

5. 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:

Consent of the City Council.

Budget Impact:

The special event overtime cost for the Twin Falls Police Department will be \$2,524.50. The cost of this special event is included in the Patrol Division's 2014-2015 overtime budget.

Regulatory Impact:

This event will require fifteen (15) Twin Falls Police Officers, six (6) Road Work Ahead flaggers, volunteers, and personnel from other law enforcement agencies.

The Twin Falls Fire Department has approved and signed the Special Event Application.

The Twin Falls City Street Department will provide traffic cones and barricades. The Street Department will pick up the traffic cones and barricades the next business day, during normal working hours.

Conclusion:

Several relevant City Staff Members and Twin Falls Police Staff have met and approved this application.

Staff recommends that the City Council approve the Special Event Application as submitted for the "Magic Valley Citizens' 4th of July" event.

Attachments:

None



Date: Monday, June 22, 2015
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Curb-gutter, and Sidewalk Improvement Deferral Agreement

Time Estimate:

The presentation will take approximately 5 minutes.

Background:

Cathy and Les Reitz have applied for a building permit to add a garage onto their existing residence located at 944 Filer Avenue West. As part of the improvements, code requires installation of curb, gutter and sidewalk across the frontage of their property.

Approval Process:

City Code 10-11-5 (B) states the City Engineer may defer construction if the improvement would create a traffic hazard or unusual drainage problem. Staff believes construction of this portion will create a drainage problem due to no other development of curb and gutter in the vicinity.

Budget Impact:

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

Regulatory Impact:

Approval of this request will allow the owner to defer construction until the City Engineer requires construction.

Conclusion:

Staff recommends that the Council approve the request as presented.

Attachments:

1. Location maps
2. Site Photos
3. Curb-Gutter and Sidewalk Deferral Agreement
4. Quitclaim Deed

CURB-GUTTER AND SIDEWALK IMPROVEMENT DEFERRAL AGREEMENT

This Agreement made and entered into this 23RD day of April, 2015, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City", and Cathy & Les Reitz, hereinafter called "Developer", for the purpose of constructing certain improvements on property sought to be developed at 944 Tyler Ave. W.

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: _____; 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 on 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.

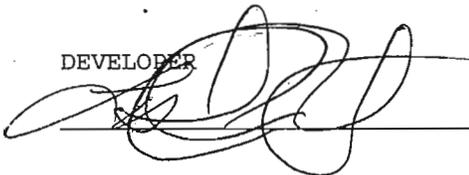
Developer agrees to obtain any necessary permits from the Twin Falls Highway District or the State of Idaho Department of Highways prior to construction improvements on their respective rights-of-way if said permits are required by the aforementioned agencies. A certified copy of said permit or the original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

DEVELOPER


STATE OF IDAHO

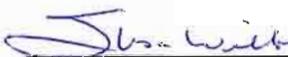
On this 24 day of April,
2015, before me a notary public in
and for said State, personally
appeared Les Rutz

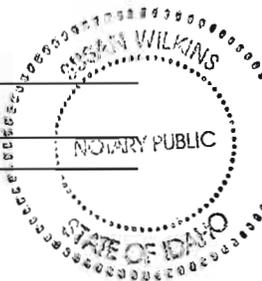
known to me to be the person who
name subscribed to the within
instrument, and acknowledged to me
that he
executed the same.

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 Twin Falls
Expires 11/2/2017



Notary Public
Residing in _____
Expires _____

QUITCLAIM DEED

For Value Received

LISLE R. REITZ, a married man,

do hereby convey, release, remise and forever quitclaim unto

LISLE RAY REITZ and CATHLEEN REITZ, husband and wife,
whose current address is 944 Filer Ave. W., Twin Falls, ID 83301

the following described premises, to-wit:

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

SECTION 7: A tract of land in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, described as follows:

BEGINNING at the East quarter corner of Section 7; THENCE North 180 feet on the East line of said Section; THENCE Westerly 300 feet parallel with the East-West center line of Section 7; THENCE South 180 feet to the center line of Section 7; THENCE Easterly 300 feet on said center line of Section to the POINT OF BEGINNING.

EXCEPT the East 210 feet.

AND EXCEPT the West 10 feet.

AND ALSO EXCEPT the South 25 feet thereof

TWIN FALLS COUNTY, IDAHO
RECORDED FOR: **SECURITY Title**
1992 NOV 16 A 11:52 19920165381
ROBERT S. FORT
EX-OFFICIO RECORDER
FEE: 300 DEPUTY: *UP*

together with their appurtenances.

Dated: November 10, 1992

Lisle R. Reitz
Lisle R. Reitz

STATE OF IDAHO }
COUNTY OF Twin Falls } ss.
On this 10th day of November in the year 19 92 before me, a Notary Public, personally appeared Lisle R. Reitz, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.
L. R. Reitz
Notary Public
Residing in Jerome, Idaho
Comm. Expires 10-29-98

STATE OF IDAHO, COUNTY OF _____
I hereby certify that this instrument was filed for record at the request of _____
at _____ minutes past _____ o'clock M., this _____ day of _____, 19 _____, in my office, and duly recorded in Book _____ of Deeds at Page _____

Ex-Officio Recorder
By _____ Deputy.
Fees \$ _____
Mail to: _____

INSTRUMENT NO.



Google earth

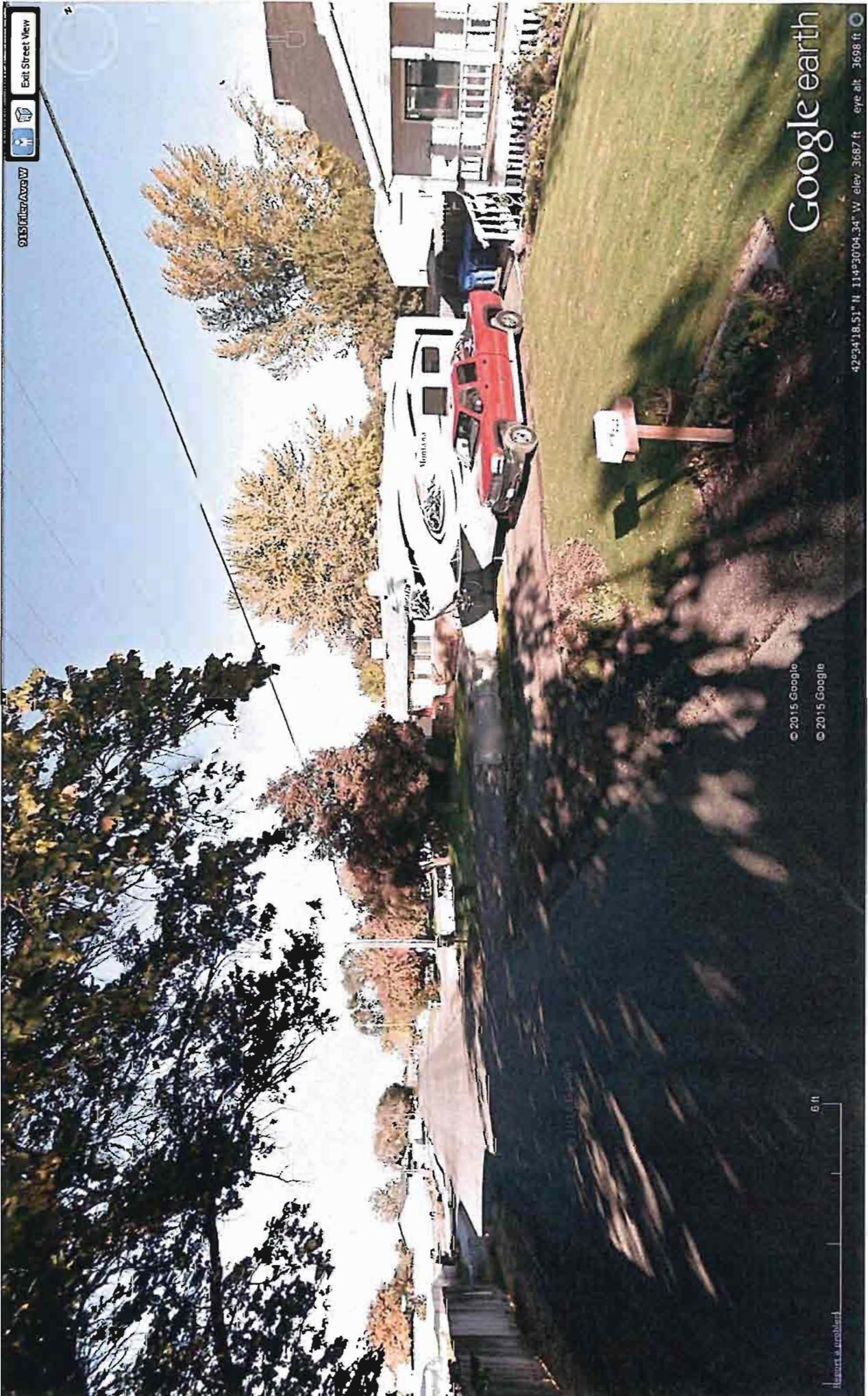
© 2015 Google

944 Filler Ave W

93 ft

1992

42°34'17.85" N - 114°30'00.44" W elev 3693 ft eye alt 4105 ft



915 Tyler Ave W

Exit Street View



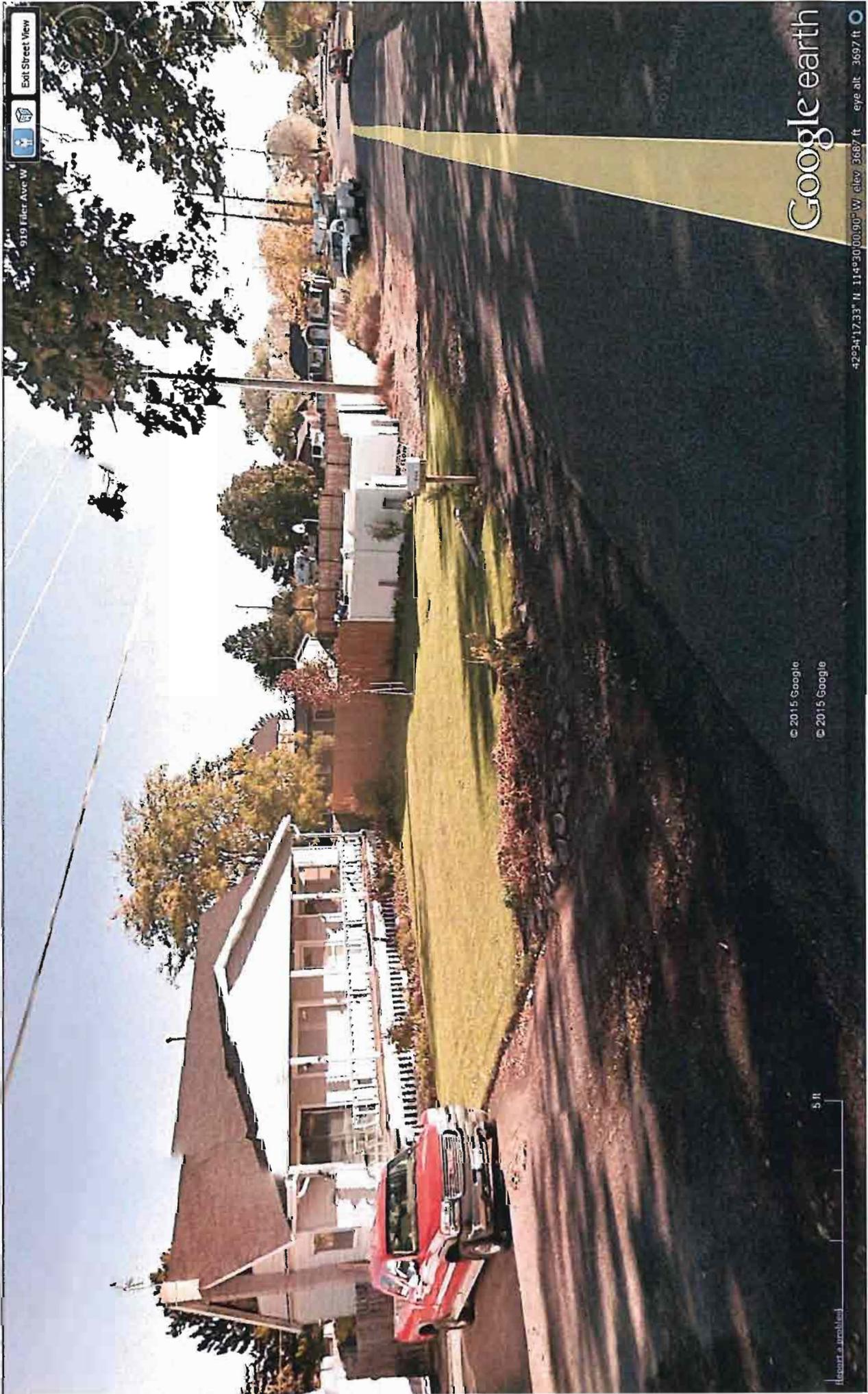
© 2015 Google
© 2015 Google

Google earth

42°34'18.51" N 114°30'04.34" W elev 3687 ft eye alt 3698 ft

6 ft

Report a problem



9159 Filser Ave W

Exit Street View

© 2015 Google
© 2015 Google

Google earth

42°34'17.33" N 114°30'00.90" W elev 3687 ft eye alt 3697 ft

5 ft

Map data © OpenStreetMap contributors



Date: Monday, June 22, 2015, Council Meeting

To: Honorable Mayor and City Council

From: Staff Sergeant Dennis Pullin, Twin Falls Police Department

Request:

Consideration of a request by Mark Gallegos, on behalf of Rock Canyon Events LLC, to approve the Rock Canyon Summer Concert Series 2015. The series of concerts would be held at 245 5th Avenue South on July 11, July 12, July 25, July 26, August 15, August 16, September 19, and September 20, 2015, from 3:00 p.m. to 9:00 p.m. each day.

Time Estimate:

With this being a new event and because of the nature of the event, we request that this item be placed on the Items for Consideration. Approximately 10 minutes will be needed to present the event, along with any additional time needed to answer questions the City Council may have.

Background:

Mark Gallegos, on behalf of Alan Moss and Rock Canyon Events LLC, has requested to hold a series of concerts at 245 5th Avenue South. This area is a vacant dirt and gravel lot adjoining Minidoka Avenue and Idaho Street. The Rock Canyon Concerts will be a series of eight (8) shows throughout the summer in the Twin Falls historic warehouse district. The artists brought to Twin Falls will be well known musical acts, primarily from the country and rock genres. Each event is expected to run on a Saturday and Sunday, late afternoons and early evenings. The expected crowd size for each event is approximately 2,500 people.

Mr. Gallegos has assured us the vacant lot will be landscaped prior to the start of the concert series. Mr. Gallegos is working closely with the Twin Falls City Building Department, Planning and Zoning Department, and the Fire Department in order to meet the requirements to hold such events throughout the summer. Approval of these events will be based on the completion of these requirements.

During the concerts, the area will be temporarily fenced to maintain a perimeter around the site and aid in security. There will be a minimum of four (4) Twin Falls Police Officers working security for these events. Based on each concert, each subsequent concert may have security altered to either increase, decrease or allow other law enforcement to provide security. Rock Canyon Event LLC will also provide their own security.

Alcohol will be served at each event; consisting of beer only. No liquor or wine will be approved. Identification will be checked in order to procure beer and wristbands will be required. Beer may only be purchased, possessed and consumed in a designated, fenced beer garden where no one under 21 years of age will be allowed. Each concert may have a different business cater the event.

A catering permit will be submitted for each individual concert and must be approved by the Twin Falls Police Department.

The parking plan submitted shows that public parking will be available, including legal parking along Twin Falls City streets and the use of Twin Falls City parking lots located on Minidoka Avenue, the 100 Block of 5th Avenue South, and those parking lots in the 100 and

200 Blocks of 2nd Avenue South. Written permission from adjoining private property owners will be required for each event.

Traffic control, provided by Rock Canyon Events LLC, will be required to aid citizens crossing streets to and from the concerts. The organizers will have their personnel oversee parking areas as needed during and after each event. The Rock Canyon Event LLC will provide 20 portable toilets for the first event; each event will be evaluated to see if there is a need for more or less. Dumpsters will be provided for each event and an evaluation will be done for each event to determine if there is a need for more or less. The organizers will also have their personnel monitor each of the Twin Falls City parking lots and public streets for trash during and at the conclusion of each event.

A first aid and lost child booth will be established on-site during the concerts. Depending on the need for each event, the event organizer will also provide an ambulance service on-site.

Should loud music complaints be received by the Police Department, the event's coordinators will obey the directions of the on-duty Supervisor relative to its mitigation.

Approval Process:

Approval by the Council

Budget Impact:

Due to the nature of this event, the Twin Falls Police Department will require four (4) Twin Falls Police Officers to work security for each event. The number of Police Officers may increase or decrease due to the success of the previous concert. Twin Falls Police will provide security from the beginning of each event until a minimum of one (1) hour after the event and beer garden close. The Rock Canyon Event LLC will be required to pay the cost for security. With each event beginning at 3:00 p.m. and concluding at 9:00 p.m., there will be a minimum of seven (7) hours total for each Officer. The minimum fee for Twin Falls Police personnel for each event will be \$1,232.00.

Regulatory Impact:

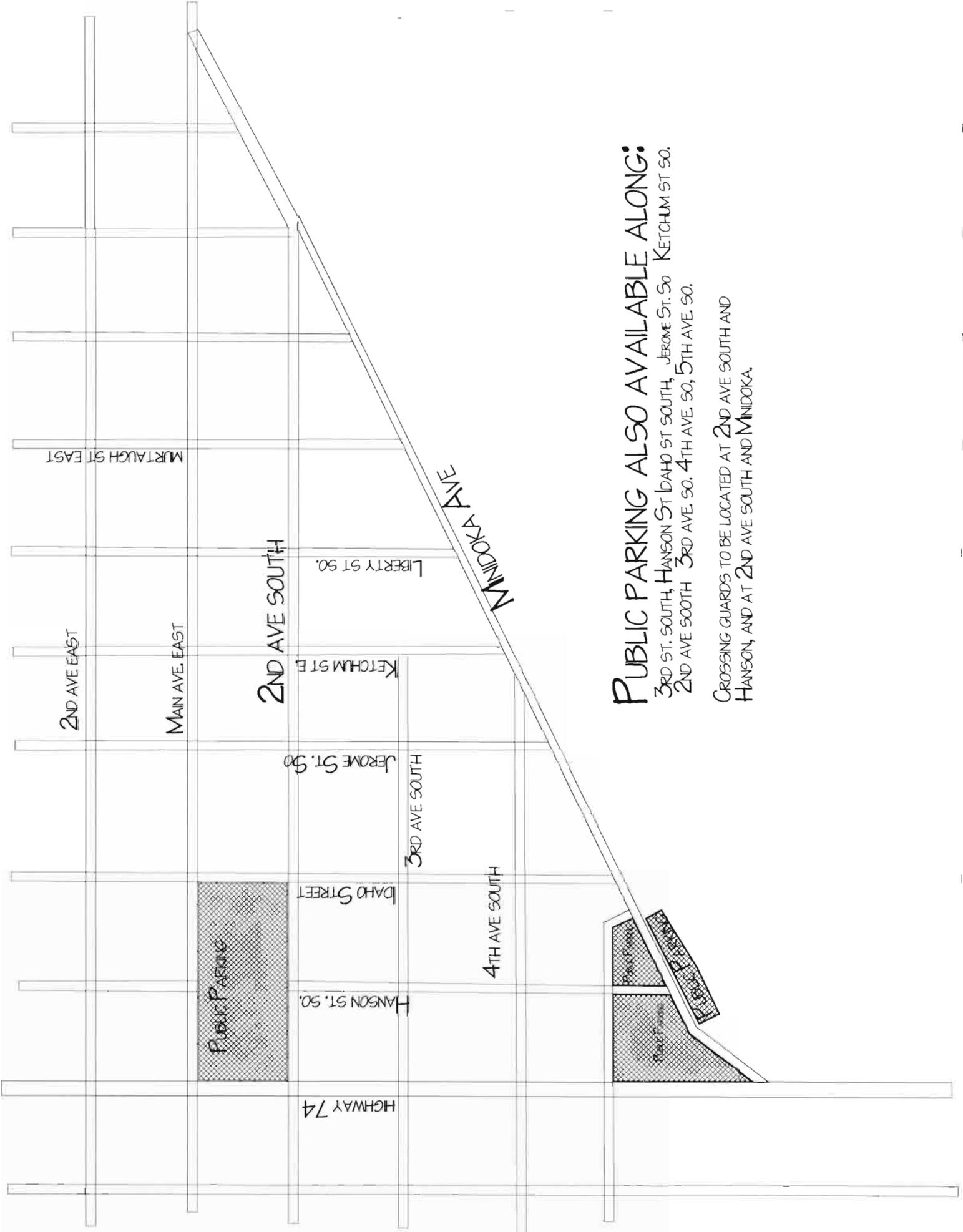
Approval of this request will allow the applicant to proceed with each of these events as scheduled based on the previous event held. Rock Canyon Event LLC is aware that approval of each concert event is contingent upon the success of the previous concert, that is, the lack of complaints, no additional Police response, or other issues that may arise thereto.

Conclusion:

With the Rock Canyon Events LLC just beginning their series of concerts, their overall success relies on their ability to adapt to concerns as they may arise. Therefore, based on the above information, relevant City Staff and Police Staff members have approved the Rock Canyon Events LLC and ask the City Council to approve the request as presented. If there are continued noise complaints, disturbances by those participating in the event, and non-compliance, the on-duty Patrol Supervisor shall be authorized to terminate the event.

Attachments:

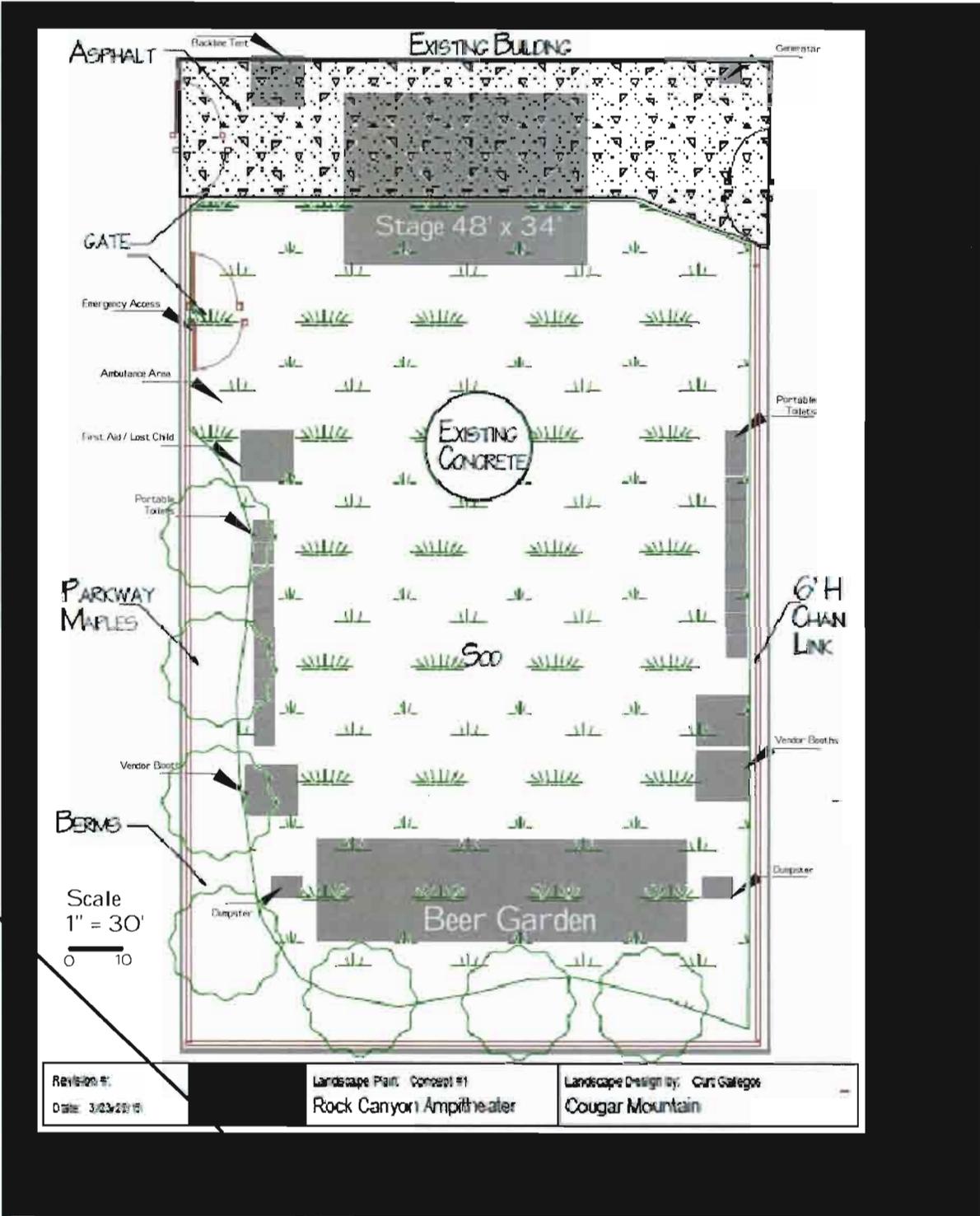
1. Parking Plan
2. Proposed Landscaping Plan



PUBLIC PARKING ALSO AVAILABLE ALONG:

- 3RD ST. SOUTH, HANSON ST IDAHO ST SOUTH, JEROME ST. SO KETCHUM ST SO.
- 2ND AVE SOUTH 3RD AVE SO. 4TH AVE SO, 5TH AVE SO.

CROSSING GUARDS TO BE LOCATED AT 2ND AVE SOUTH AND HANSON, AND AT 2ND AVE SOUTH AND MINIDOKA.



Minidoka Ave.

Idaho St S. 3rd



Date: Monday June 22, 2015 City Council Meeting
To: Honorable Mayor and City Council
From: Dennis J. Bowyer, Parks & Recreation Director

Request:

To consider a Memorandum of Understanding Termination Agreement between the City of Twin Falls, College of Southern Idaho, and the College of Southern Idaho Foundation concerning trail development on College of Southern Idaho's property and College of Southern Idaho Foundation's property.

Time Estimate:

Staff will make the presentation; the anticipated total time for presentation, comments, and questions is estimated at 10 minutes.

Background:

The City, CSI Foundation, and CSI entered into two Memorandums of Understanding dated February 3, 2003 and January 29, 2004. The purposes of these MOUs were to grant the City right-of-way and easement for the development of a bicycle and pedestrian trail located between North College Road and Pole Line Road.

The three entities and a private developer have found another route for the trail that does not involved the CSI Foundation property, hence the request for the MOU Termination Agreement.

Staff will bring forward a new agreement for this trail section once it has been finalized.

Approval Process:

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

Budget Impact:

None

Regulatory Impact:

The 2003 and the 2004 Memorandums of Understanding no longer be applicable if the Memorandum of Understanding Termination Agreement is approved by the City Council.

Conclusion:

Staff recommends to the City Council to authorize the Mayor to sign this Memorandum of Understanding Termination Agreement.

Attachments:

1. Memorandum of Understanding Termination Agreement
2. 2003 Memorandum of Understanding
3. 2004 Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT is entered into this ____day of _____, 2015, by and between the City of Twin Falls (hereinafter "City") and the College of Southern Idaho Foundation (hereinafter "Foundation") and the College of Southern Idaho (hereinafter "CSI").

WHEREAS, the City, Foundation and CSI entered into a Memorandum of Understanding dated the 29th day of January, 2004, a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the City, the Foundation and CSI entered into a Memorandum of Understanding dated the 3rd day of February, 2003, a copy of which is attached hereto as Exhibit "B" and by this reference made a part hereof; and

WHEREAS, the purpose of these "Memorandum of Understanding" was to grant the City a certain right-of-way and easement for the construction of a bicycle and pedestrian pathway to be located between North College Road and Poleline Road; and

WHEREAS, the terms and conditions of those Memorandum of Understanding are no longer applicable.

NOW THEREFORE, the parties hereto agree as follows:

1. The Memorandum of Understanding dated the 3rd day of February, 2003 and the Memorandum of Understanding dated the 29th day of January, 2004 are in all respects terminated. The parties are released from any further involvement or obligation related to either Memorandum of Understanding.

2. If any combination of the parties in the future agree to participate in the

development of a right-of-way and easement to construct a bicycle and pedestrian pathway then such parties shall enter into a new Memorandum of Understanding or Agreements.

**BOARD OF TRUSTEES
COLLEGE OF SOUTHERN IDAHO**

By: _____
CARL KLEINKOPF, Chairperson

Date: _____

**BOARD OF DIRECTORS
COLLEGE OF SOUTHERN IDAHO FOUNDATION, INC.**

By: _____
SCOT MCNELEY, President

Date: _____

CITY OF TWIN FALLS

By: _____
DON HALL, Mayor

Date: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum is entered into this 27 day of January 2004 by and between the CITY OF TWIN FALLS (hereafter "City") and the College of Southern Idaho Foundation (hereafter "Foundation") and the College of Southern Idaho (hereafter "CSI").

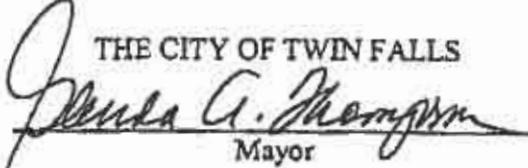
WHEREAS, the Foundation and CSI owns certain undeveloped real property between North College Road and Pole Line Road north of the College of Southern Idaho campus; and,

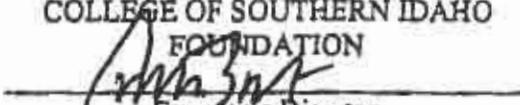
WHEREAS, the City has developed and continues to develop a system of bicycle and pedestrian pathways throughout the City, including a portion directly north of the subject Foundation and CSI property; and,

WHEREAS, the parties hereto believe that the development of a bicycle and pedestrian pathway through the subject Foundation and CSI property will be beneficial to the parties and the public at large.

NOW, THEREFORE, The parties hereto agree as follows:

1. The Foundation and CSI agrees to grant a right-of-way and easement thirty feet (30') in width for a bicycle and pedestrian pathway to be located between North College Road and Pole Line Road generally as shown on the attached diagram.
2. The City agrees to prepare the legal documents for the right-of-way and easement.
3. The City agrees to construct the bicycle and pedestrian pathway fourteen (14') in width with paving ten (10') in width, and with shoulders of two feet (2') in width on each side.
4. The City agrees to pay all costs associated with the construction and maintenance of the pathway and adjacent areas within the easement to include but not limited to mowing, weed abatement, tree maintenance and trash pickup. The City will submit a tree planting plan for approval to the Foundation and CSI prior to planting trees.
5. The City agrees to add the pathway to its list of properties in its liability insurance policy.
6. Each party agrees to cooperate with the other in the design of the pathway including signs, benches or other pathway amenities.
7. Within portions of the proposed 30' easement there is a buried fiber optic cable belonging to CSI. That cable is to be protected during construction and use of the trail.
8. The granting of the easement is subject to the continued use by CSI and the Foundation.

THE CITY OF TWIN FALLS

Mayor

COLLEGE OF SOUTHERN IDAHO
FOUNDATION

Executive Director

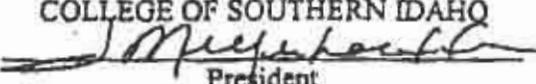
COLLEGE OF SOUTHERN IDAHO

President

Exhibit "A"

MEMORANDUM OF UNDERSTANDING

This Memorandum is entered into this 3 day of ^{February}~~January~~, 2003, by and between the CITY OF TWIN FALLS (hereafter "City") and the College of Southern Idaho Foundation (hereafter "Foundation").

WHEREAS, the Foundation owns certain undeveloped real property between North College Road and Pole Line Road north of the College of Southern Idaho campus; and,

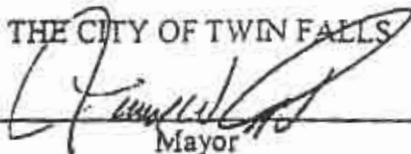
WHEREAS, the City has developed and continues to develop a system of bicycle and pedestrian pathways throughout the City, including a portion directly north of the subject Foundation property; and,

WHEREAS, the parties hereto believe that the development of a bicycle and pedestrian pathway through the subject Foundation property will be beneficial to the parties and the public at large.

NOW, THEREFORE, The parties hereto agree as follows:

1. The Foundation agrees to grant a right-of-way and easement thirty feet (30') in width for a bicycle and pedestrian pathway to be located between North College Road and Pole Line Road generally as shown on the attached diagram.
2. The City agrees to prepare the legal documents for the right-of-way and easement.
3. The City agrees to construct the bicycle and pedestrian pathway fourteen to sixteen feet (14'-18') in width with paving ten to twelve feet (10'-14') in width, and with shoulders of two feet (2') in width on each side. The 14' wide paved areas to be of sufficient strength to accommodate CSI equipment.
4. The City agrees to pay all costs associated with the construction and maintenance of the pathway.
5. The City agrees to add the pathway to its list of properties in its liability insurance policy.
6. Each party agrees to cooperate with the other in the design of the pathway including signs, benches or other pathway amenities.
7. Within portions of the proposed 30' easement there is a buried fiber optic cable belonging to CSI. That cable is to be protected during construction and use of the trail.

THE CITY OF TWIN FALLS



Mayor

COLLEGE OF SOUTHERN IDAHO
FOUNDATION



Executive Director

Exhibit "B"

1/7/03

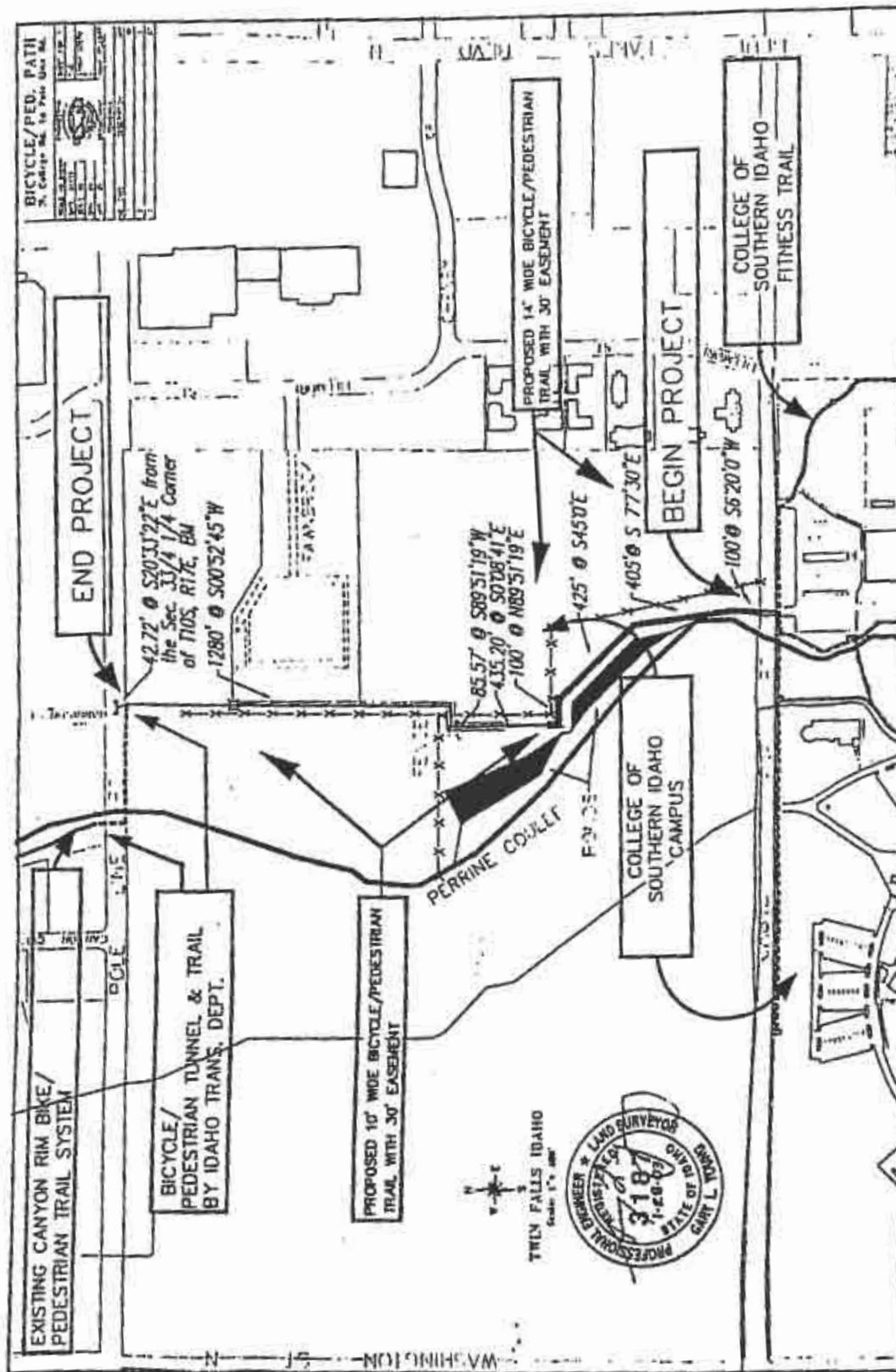


Exhibit "B"



Date: Monday June 22, 2015 City Council Meeting
To: Honorable Mayor and City Council
From: Dennis J. Bowyer, Parks & Recreation Director

Request:

A presentation from Steve Meyerhoeffer on the contract involving the leasing of the Twin Falls Golf Club. This will be a report regarding his third full year of operations as the concessionaire.

Time Estimate:

Steve Meyerhoeffer will make the presentation; the anticipated total time for presentation, comments, and questions is estimated at 10 minutes.

Background:

The City entered into a contract with Steve Meyerhoeffer to lease the municipal golf course in June of 2011. From June 1, 2011 through December 31, 2011, Steve maintained and operated the Twin Falls Golf Club in accordance with the terms and conditions of the previous Professional Services Agreement. Commencing January 1, 2012, Steve took over the entire operations of the course.

Steve Meyerhoeffer presented a check to the City in the amount of \$7,378 for the 2012 calendar year; those funds were used to purchase tables and chairs for the clubhouse and helped Steve to construct a deck onto the clubhouse. In 2013, the year was a breakeven year, the golf course did not generate enough revenue for Steve to issue the City a check, but the golf course did earned enough that the City did not have to issue a check to Steve. Steve has already given a check to the City in the amount of \$3,988 for the 2014 calendar year.

Approval Process:

None

Budget Impact:

None

Regulatory Impact:

None

Conclusion:

This is only a report from Steve Meyerhoeffer on the 2014 year at the Twin Falls Golf Club.

Attachments:

1. 2014 Year End Overview for Twin Falls Golf Club
2. Concession Agreement between the City of Twin Falls and Steva LLC

2014 Year End Overview for Twin Falls Golf Club

	2013	2014	Difference
Rounds of Golf	26,776	26,565	-211
Green Fee Income	\$ 145,869	\$ 134,318	\$ (11,551)
Season Pass Income	\$ 120,417	\$ 121,452	\$ 1,035
Range Income	\$ 23,371	\$ 25,520	\$ 2,149
Cart Income	\$ 98,709	\$ 93,016	\$ (5,693)
Pro-shop Income	\$ 191,720	\$ 205,422	\$ 13,702
Restaurant Income	<u>\$ 111,279</u>	<u>\$ 126,145</u>	<u>\$ 14,866</u>
Total Income	\$ 691,365	\$ 705,873	\$ 14,508
Lease payment to city	0	\$ 3,988.00	
Twilight Leagues			
Men (Wednesday Evening)	23 teams		
Ladies (Monday Evenings)	9 scramble teams	6 match play teams	
Couples (Friday evenings)	10 couples nights averaged 21 couples		
Junior Golf			
Hosted the state 4A high school tournament			
Hosted the Rocky Mountain Section Junior Championship			
Junior Clinics - 150 kids participated in our summer junior program			
Improvements by Steve Meyerhoeffer			
Painted the outside railings and stairs to the clubhouse			
Added outside deck with tables and chairs			
New tables and chairs in clubhouse (City purchased with monies from lease)			
New inside scoreboard			
Painted outside scoreboard			
Concrete Cart Path-Tee Box #6			

COPY

C-4346

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT, made and executed this 1st day of June, 2011, by and between the City of Twin Falls, a municipal corporation of Idaho, hereinafter referred to as "City" and Steva LLC., an Idaho limited liability company, hereinafter referred to as "Concessionaire";

WITNESSETH:

WHEREAS, the City has heretofore granted a Concession Agreement in the Twin Falls Golf Club 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 golf course; and

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

WHEREAS, Concessionaire was selected as having the best proposal.

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 Concessionaire the exclusive privilege or Concession of maintaining and operating the Twin Falls Golf Club owned by the City and located within the corporate limits. During the period commencing June 1, 2011 and ending December 31, 2011, the Concessionaire shall maintain and operate the Twin Falls Golf Club in accordance with the terms and conditions of the previous Professional Services Agreement with Mike Hamblin, a copy of which is attached as Exhibit "A". During the period commencing January 1, 2012, and ending December 31, 2018, the Concessionaire shall maintain and operate the Twin Falls Golf Club in accordance with and subject to the terms and conditions that follow herein. The Concessionaire shall have the option to renew this Agreement for additional five-year terms, upon terms mutually agreed to by the parties. The City and the Concessionaire 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 GOLF PROGRAM. The Concession premises and the facilities, fixtures, furnishings, and equipment located therein and thereon shall be used by Concessionaire to conduct a golf program for the citizens of Twin Falls and for other golf patrons. Concessionaire may occasionally use the facilities for other activities, including, banquets, weddings, and other activities that are inconsistent with the operation of a public golf course.

3. PAYMENT TO THE CITY.

After all revenue and expenditures are finalized for the calendar year, if the net profit is less than \$55,000, City will reimburse Concessionaire the difference between the net profit/loss and \$55,000, with maximum reimbursement of \$75,000. In the event net losses exceed the maximum reimbursement due to conditions beyond the control of the Concessionaire, the parties may negotiate a reimbursement exceeding \$75,000. Concessionaire will pay the City 25% of any net profit above \$75,000 but below \$100,000. Concessionaire will pay the City 33% of any net profit above the \$100,000. For the purposes of this agreement, the concessionaire's revenue from lessons and prize money in golf tournaments shall not be included in the golf course's revenue. For the purposes of this paragraph, the term expenditures shall not include any payments to members of the Concessionaire or persons relating by blood or marriage.

4. PERIOD OF OPERATION. Weather or course conditions permitting, the Concessionaire shall operate the Concession from dawn to dusk, seven (7) days per week from January 1 to December 31 each year. Concessionaire may close operation due to inclement weather and related lack of play at the course.

5. 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 golf program, with the necessary rights and responsibilities thereon.

A. CONCESSIONAIRE DUTIES:

- (1) Provide player development programs, including adult and junior instructional programs.
- (2) Provide group and individual lessons.
- (3) Provide pro shop operations, including the sale of golf merchandise, supplies and equipment.

- (4) Provide power carts for rental purposes and club repair services.
- (5) Solicit, facilitate, and provide tournament play, league play and other special golf events.
- (6) Provide support and assistance for organized men's and women's golf associations.
- (7) Coordinate with the local high schools for team practices, matches and tournaments.
- (8) Provide starter services, course marshalling, and tee time reservations
- (9) Enforce PGA, IGA and local golf course rules.
- (10) Manage and oversee golf course security.
- (11) Provide a safe environment for the golfing public and employees.
- (12) Provide a quality food and drink concession operation, including beer, wine and liquor sales upon obtaining appropriate licenses from the State and local authorities.
- (13) Promote and market the golf facility.
- (14) Assist with planning and execution (if possible) with any capital improvements and renovation to the golf courses and/or facilities.
- (15) Provide all necessary supplies, materials, equipment and appropriate staff necessary to manage, operate and maintain the golf course and facility.
- (16) City recognizes the donated golf to the Twin Falls School District, City employee's discounts, and green fee waivers to four tournaments.
- (17) Concessionaire and City will develop the operations budget together.
- (20) Concessionaire shall provide golf carts that are clean, presentable and in good working condition. This may require the purchase of replacement carts.
- (22) Provide a beverage cart for major tournaments and special events and as needed on weekends during the summer months.
- (23) Marketing/Publicity: On or before April 15, 2011, and the start of each succeeding golf season thereafter, Concessionaire shall, subject to City approval, provide a strategic plan to: increase the number of rounds of play; improve the quality of tournament/league play; retain the amount of golfing customers; and promote the facilities to new golfing customers, etc.

B. MAINTENANCE OF THE GOLF COURSE:

The Concessionaire will ensure the Twin Falls Golf Club is maintained in a manner outlined below. From time-to-time and with the written consent of the City's Parks and Recreation Director, the Concessionaire may deviate from the maintenance standards.

(1) Concessionaire agrees to maintain the buildings, grounds, and golf course as set forth herein, and to mutually agreed-upon standards to be determined by the parties. In order to provide continuity in the excellent maintenance of the course preceding this Agreement, Concessionaire agrees to retain a Head Greenskeeper during the term of this agreement. The parties agree that the Head Greenskeeper will remain a City employee and entitled to all City benefits. The City will invoice the Concessionaire monthly all City's costs of employment and the Concessionaire will reimburse the City on a quarterly basis.

(2) The Head Greenskeeper with oversight from the Concessionaire will develop and provide to the Parks and Recreation Director a Schedule of routine daily, monthly and annual maintenance of the golf courses (including but not limited to fairway, tees, and greens mowing; changing cups on greens; bunker maintenance; fertilizer, chemical and snow mold protection application; and weed control).

(3) The Concessionaire shall prepare and provide the Director with a monthly report every 30 days following the commencement of the golf season, which Report shall identify any variances from the Schedule occurring during the preceding 30 days.

(4) Concessionaire will exercise reasonable efforts to maintain restrooms in a clean, sanitary condition, on a daily basis, throughout the hours of operation.

(5) Maintenance Standards.

(a) 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 Concessionaire. 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 structure or golf course systems such as

the irrigation system, and includes structural damage repairs, the expansion of structures or systems, the remodel of structures or systems, the replacement of mainline or lateral irrigation lines, 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.

(b) Concessionaire is required, at its sole cost and expense, to maintain and operate the golf course facilities in a good and safe condition in accordance with industry standards. This includes the maintenance and repair of the golf course; all interior and exterior structures; building systems; utility systems and connections; equipment; restrooms; paved areas; irrigation systems; course features; landscaping and natural areas; fencing; lighting; sidewalks; and fixtures. Concessionaire will be required to perform maintenance services at no less than the frequencies indicated in these specifications. Standards and frequencies may be modified from time to time as deemed necessary for the proper maintenance of the golf course. Any modification or changes must be approved by the Parks and Recreation Director.

(c) The Concessionaire shall be generally responsible for maintenance of structural and mechanical components and equipment permanently attached to the Concession premises, including roofs, walls, foundations, heating, ventilation, cooling plant, plumbing and electrical systems, pumps and motors. The Concessionaire shall also be responsible for the repair and maintenance of roads, walks, and parking areas, fixtures and furnishings.

(d) The City will be responsible for all capital improvements to the clubhouse, irrigation system, parking lot, road to the golf course, the course itself and equipment (mowers, tractors, utility vehicles, and vehicles, and other similar equipment)

(e) Concessionaire shall be expected to provide an adequate staff to maintain the golf course and facility in excellent physical condition and appearance.

(6) Greens Maintenance. Maintain all greens according to acceptable playability and industry standards, based on the following minimum standards:

(a) Change cups a minimum of four (4) times per week (leniency on this requirement will be given on a few of the smaller greens that have minimum pin placement locations available) during the active growing season. ("Active growing season" will be defined throughout this document as May through September.) It is recommended that cups will be changed more than this minimum requirement during the peak growing season to lessen compaction of the greens.

(b) Greens will be mowed between .100 and .140, or a different length as may be agreed upon by the parties based upon the condition of the greens and the time of year.

(c) The greens should be verti-cut or groomed once per month or as needed to control mat and thatch buildup.

(d) Aerate greens at least once per year (recommended twice per year) and remove plugs if core aeration is used.

(e) Treat greens with proper chemicals to control insects, disease, weeds and other pests. Apply fungicide as needed and/or other recommended measures to control snow mold and reduce winter desiccation based on a reasonable treatment program approved by the Parks and Recreation Director. Concessionaire will be responsible to monitor greens for signs of snow mold and other problems. If problems or snow mold are identified, immediate corrective action shall be taken by the Concessionaire.

(f) Fertilize greens three (3) times per season or as needed to maintain healthy and uniform growth of the turf.

(g) A soil analysis of greens shall be conducted as needed and a fertilization program shall be adopted based on such soil analysis. Such soil analysis should

be performed by a qualified vendor as approved by the Parks and Recreation Director.

(h) Any damaged areas of the greens will be seeded or sodded to correct the problem area.

(7) Tee Maintenance. Maintain all tees according to acceptable industry standards, based on the following minimum requirements:

(a) Keep ball washers filled with water to proper level as needed. (Washers will not be filled during months that freezing is likely.) Provide towels at ball washers. Towels will be replaced when dirty or missing. Tee markers will be moved a minimum of three (3) times per week during the active growing season or as needed to ensure adequate teeing area with quality turf.

(b) Tees will be mowed to $\frac{1}{2}$ inch or less during the active growing season or a different length as may be agreed upon by the parties depending on the condition of the tees and the time of year. Tees will be mowed during the active growing season as needed so that the turf does not exceed the designated height.

(c) Aerate tees and top dress at least once per year or as needed to maintain healthy turf.

(d) Treat with chemicals to control insects, disease, weeds and pests as needed.

(e) Apply fertilizer two (2) times per year or as needed to maintain healthy and uniform growth of the turf.

(8) Fairway Maintenance. Maintain all fairways according to acceptable industry standards, based on the following minimum requirements:

(a) Mow fairways to $\frac{1}{2}$ inch to $\frac{3}{4}$ inch during the active growing season or a different length as may be agreed upon by the parties depending on the turf condition and the time of year. Fairways will be mowed during the active growing season as needed so that the turf does not exceed the designated height.

(b) Over-seed and top dress (or sod) worn or barren areas of the fairway as needed.

(c) Treat turf with chemicals to control weeds, disease, insects and other pests as necessary to maintain healthy turf.

(d) Apply fertilizer once per year or as needed to maintain healthy turf quality.

(e) Aerate fairways as needed to ensure quality turf.

(9) Roughs:

(a) Roughs will be mowed as needed to ensure that rough areas do not exceed two (2) inches. Due to limitations on manpower and equipment, roughs may be allowed to exceed this minimum by no more than one (1) inch and for no more than seven (7) days.

(b) Roughs will be chemically treated to control weeds, diseases, insects and other pests.

(c) Apply fertilizer as needed to maintain healthy turf quality.

(10) Natural Areas.

(a) Natural areas will be maintained in a satisfactory manner. They will be chemically treated to control weeds, diseases, insects and other pests.

(b) Irrigation of natural areas is limited to keeping the vegetation alive and healthy.

(11) Accessory Equipment. Maintain all golf course accessory equipment in a clean, safe, functioning condition at all times, and replace equipment and/or materials as necessary and within a reasonable amount of time. This includes, but is not limited to the following:

(a) All signs;

(b) Tee benches;

(c) Tee markers;

(d) Ball washers, including tee towels;

(e) Out of bounds markers;

(f) Greens flags, poles and cups;

(g) Practice greens markers and cups;

(h) Trash receptacles; and

(i) Cleat brushes.

(j) Conduct necessary maintenance on drinking fountains and the leader board signs to keep them in an acceptable, presentable condition. If necessary, replacement will be the responsibility of the City.

(k) Proper course-identification signs shall be erected upon the Concession premises by the Concessionaire, and shall be maintained in good condition. Such signs shall be constructed and displayed in accordance with the Twin Falls Municipal Code.

(12) Irrigation. Maintain entire irrigation systems, replacing parts as necessary, to ensure that mainlines, valves, lateral lines, sprinkler heads and controllers are in good repair, functioning properly and conforming to manufacturer's specifications. Irrigate as required to maintain adequate moisture for turf growth and appearance. Adequate soil moisture shall be determined by visual observation, plant resiliency and examination of cores by soil probe or other moisture content devices.

(a) Consideration must be given to soil texture, structure, water holding capacity, drainage, compaction, precipitation rate, runoff, infiltration rate, percolation rate, evapotranspiration, seasonal temperatures, prevailing wind conditions, time of day or night, and type of turf and root structure. Consideration of the above factors may require hand watering and manual watering in certain areas.

(b) Monitor all systems within the golf course premises and correct for coverage on a weekly basis or more frequently and adjust as necessary.

(c) Inspect irrigation controls on a weekly basis or more frequently and adjust as necessary to ensure adequate irrigation.

(d) Perform regular checks for and remedy leaks in a timely fashion.

(e) In the event of an emergency shortage of available city water, the Concessionaire will be required to adhere to all directives and restrictions imposed by the City regarding water consumption. If water use is restricted, available water shall be distributed according to the following priority: (1) greens; (2) tees; (3) fairways; and (4) other turf and landscape areas.

(13) Other Maintenance Requirements.

(a) Daily removal of litter from the golf course, including the golf course proper, maintenance yard, landscaped areas and driving range. Remove all trash and debris resulting from golf course maintenance as it occurs. Clean, repair and replace trash receptacles as necessary to maintain clean, safe and sanitary conditions. No major construction projects may occur on the Concession premises unless preceded by notice to and written permission from the City's Park and Recreation Director.

(b) Maintain all landscaped areas, flower and shrub beds, groundcover planting areas in a manner to promote healthy growth and a pleasing appearance.

(c) Maintain all trees in a safe, healthy and aesthetically pleasing appearance to the best of Concessionaire's ability. Keep adjacent turf mowed and trimmed around the trunks of trees. Trees will be removed when determined to be dangerous or diseased. All branches and tree debris will be removed from the turf areas as necessary and properly disposed.

(d) Maintain all sand traps in raked, edged and weed-free condition. Replace sand and rakes as necessary.

(e) Control rodents and other animal pests to protect destruction of turf and plants on the golf course property.

(f) Maintain parking lots, driveways, walkways and cart paths in a clean, edged, safe and weed-free condition.

(g) All buildings, including clubhouse, maintenance and storage buildings will be maintained in a manner to keep them clean, orderly, safe, operational and conforming to all laws and regulations.

C. FINANCIAL REPORTING AND ACCOUNTING RESPONSIBILITIES:

(1) Collect all golf course fees.

(2) Beginning January 1, 2012, the concessionaire will provide quarterly financial information to the City by the 20th of the following month, detailing revenues and expenditures for each category.

(3) Concessionaire will provide information each quarter of the season to the City. Such report shall include the following: All charges for green fees (9 and 18 hole), passes sold in each category, cart rentals, cart storage, punch cards, tournament/special event information.

6. 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 of Twin Falls and currently located on the Concession premises. All golf course equipment can only be used on the golf course or other City facilities. Said furnishings and equipment are listed in Exhibit "B", attached hereto and incorporated herein. The Concessionaire shall provide all additional facilities, fixtures, furnishings and equipment and personal property necessary for the operation of a golf program, not set out in Exhibit "B". Any such additional facilities, fixtures, furnishings and equipment and personal property not listed in Exhibit "B", but located upon the golf courses, is property of the Concessionaire. 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 Concessionaire 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. Concessionaire 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.

Nothing herein shall preclude the City's right to permit use of the facility or the realty or any City-owned items, including fixtures, furnishings, equipment, and/or personal property during the off-season in any manner which will not cause damage to the Concession premises (such as setting up a cross-country ski course). Concessionaire shall be given advanced notice of such activities and an opportunity to object if Concessionaire believes damage will occur.

Furthermore, 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 facilities, if such modification can be accomplished without substantial interference with the Concessionaire operations.

The timing, extent, and nature of any improvements shall be solely within the discretion of the Mayor and Council of the City.

7. QUALITY AND COST OF GOLF SERVICES. The Concessions herein granted to maintain the Concession premises and operate a golf program thereon are to be carried out at the Concessionaire's own cost, risk, profit, and expense.

Proposed increases in rates for 2012 and beyond:

- a) Increases five percent (5%) or less must obtain the Golf Advisory Commission consent.
- b) Increases exceeding five percent (5%), shall be presented to the City Council for hearing and approval pursuant to I.C. § 63-1311A.

The Concessionaire agrees that the character of services shall be the best obtainable and shall give priority consideration to the public's convenience and continual use of the premises in a sanitary and orderly manner. The City expressly reserves the right to object to the character of services and the condition of the Concession premises and/or the facility, fixtures, furnishings, and equipment located therein and thereon, and to order the objectionable services and conditions discontinued or remedied at the Concessionaire's expense.

8. ACCEPTANCE OF PREMISES BY CONCESSIONAIRE. The Concessionaire has accepted the premises as is. The Concessionaire agrees to return the premises and the facilities, fixtures, furnishings, and equipment not owned by the Concessionaire to the City in a condition as good as, or better than, when accepted by the Concessionaire, reasonable wear and tear excepted.

9. CITY'S RIGHT TO MAINTAIN PREMISES. 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 Concessionaire 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 as provided in paragraph 26, such work is necessary to remedy the Concessionaire's negligence or non-compliance with the terms of this Concession Agreement.

10. GOLF ADVISORY COMMISSION: Concessionaire shall report to the Golf Advisory Commission quarterly and annually, the following information regarding play: a summary of daily attendance, greens fees, memberships, cart usage, and tournament/special events.

11. UTILITY SERVICE PAYMENTS. The Concessionaire shall pay all charges for gasoline, heating oil, and natural gas, used in the clubhouse/pro shop, electricity, garbage collection, business telephones (except for the City will maintain and pay for the 208-733-3326 phone line), telephone answering services, and all other commodities and utility services provided to the Concession premises.

Concessionaire shall be responsible for all costs associated with the maintenance of the infrastructure/utility lines inside the boundaries (property lines) of the golf course

12. COMPLIANCE WITH LAWS. The Concessionaire shall strictly comply with all Federal, State and local laws, rules, regulations, and ordinances, including those governing the distribution or sale of beer, wine or liquor. The Concessionaire 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.

13. INDEMNIFICATION. Concessionaire 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 14 below covering the activities of the Concessionaire, its agents, servants and employees, on the leased premises. Concessionaire 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 Concessionaire, its agents, servants, invitees, officers, and employees, in connection with this Concession Agreement.

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

(A) Concessionaire 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 Concessionaire's insurance carrier as a covered entity under the terms of said policy. Moreover, the Concessionaire is required to put its surety on notice that said surety may not change or cancel the existing insurance policy with the Concessionaire without first giving the City at least thirty (30) days written notice.

(B) The Concessionaire shall purchase personal property insurance in an amount sufficient to insure any and all of its personal property which might be used in Concessionaire's operation of the business.

(C) The Concessionaire 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 13 "Indemnification." The Concessionaire's failure to maintain insurance shall be a basis for immediate termination of this Concession Agreement.

15. PAYMENT OF TAXES. The Concessionaire shall pay all taxes, if any, which may be imposed by proper authority upon the Concessions, 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 Concessionaire or the City from challenging in good faith the validity of any tax imposed upon the Concessions, the Concession premises, the facilities, fixtures, furnishings, equipment, or personal property therein and thereon.

16. PAYMENT OF BILLS. The Concessionaire shall promptly pay all bills arising from the Concessionaire's operation of this Concession. It is expressly understood that the Concessionaire is a licensee, concessionaire, 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 Concessionaire in the operation of the Concessions under this Concession Agreement.

17. ACCOUNTING RECORDS. The Concessionaire shall provide the City with a full, true and correct account of all its receipts and disbursements. The Concessionaire shall record all daily sales which record shall identify the date of sale and the amount of each transaction. Duplicate slips on all bank deposits shall be kept on file and all accounts resulting from this Concession Agreement shall be paid by check, credit or debit card. The Concessionaire shall provide the City Financial Officer with a profit and loss statement, and a balance sheet prepared in accordance with the generally accepted accounting principles, covering each annual season, by an independent public accountant, no later than March 31 of each year.

(A) The City's agents shall have the right, at all reasonable times, to examine and inspect the above records and other books and records of the Concessionaire bearing upon or connected with the Concession Agreement, to determine the Concessionaire's compliance with the provisions of this Concession Agreement. The City will keep the information in the financial reports confidential unless the City is required to reveal said information pursuant to Court Order, the State of Idaho Public Writing Laws, or the Federal Freedom of Information Act.

(B) The City has the right, upon reasonable advance request, to perform at its expense an independent audit of Concessionaire's financial records. Concessionaire shall cooperate with the City in effectuating the independent audit of its financial records.

18. CAPITAL EXPENDITURES VS. OPERATING AND MAINTENANCE COSTS

(a.) 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 Concessionaire. 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 structure or golf course systems such as the irrigation system, and includes structural damage repairs, the expansion of structures or systems, the remodel of structures or systems, the replacement of mainline or lateral irrigation lines, 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.

(b.) Any equipment purchased by the City of Twin Falls shall remain the property of the City, and shall be leased to the Concessionaire based on the length of the contract.

(c.) Any capital improvements must be pre-approved by the City of Twin Falls.

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

20. CONSEQUENCES OF FRAUD. If, as a result of any audit or other investigation, fraud, or other legal misconduct can be established against any employee of the Concessionaire, then, upon notice in writing by the City setting forth the circumstances relative to the fraudulent action or misconduct, the Concessionaire shall immediately discontinue the services of that employee. If it is established that the Concessionaire took fraudulent action by not making a proper accounting as required above, then such action shall be just cause for immediate termination of this Concession Agreement. Such termination shall not release the Concessionaire from payments required to the City, which may have accrued.

21. NON-DISCRIMINATION. The Concessionaire 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 Concessionaire 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 Concessionaire, as a result of race, creed, color, religion, sex, age, national origin, ancestry, physical or mental handicap unrelated to ability, or marital status.

22. CONCESSIONAIRE'S INDEPENDENT CONTRACTOR STATUS. It is understood and acknowledged by the parties that the relationship of the Concessionaire to the City is that of an independent contractor. The Concessionaire 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 Concessionaire nor any person engaging in any work relating to this Concession (except for Head Greenskeeper) at the request of or with the consent of the Concessionaire, 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 Concessionaire shall place such order in its own name or business name and not in the name of the City. The Concessionaire shall notify its vendors of the independent relationship between the parties to this Concession Agreement and shall advise its vendors that the Concessionaire is solely responsible for the goods or services purchased.

23. CONCESSIONAIRE'S EMPLOYEES. The Concessionaire shall operate this Concession personally or shall employ sufficient and qualified personnel to operate the Concession in a businesslike manner. The golf course shall be staffed with at least one (1) Class A PGA Professional, along with other personnel adequate for the operation of the lunch counter, driving range, and pro shop. In the event of a voluntary or involuntary termination of a Class A PGA Professional or Class A GCSAA member places Concessionaire out of compliance with this paragraph, Concessionaire shall immediately exercise its best efforts to come into compliance with this paragraph. The Parks and Recreation Director may waive, in whole or in part, the requirements of this paragraph 23.

Safety of Concessionaire's employees shall be a primary concern of the Concessionaire. All employees shall be provided necessary safety training and equipment, and Concessionaire 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 Golf Advisory Commission 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 Concessionaire 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 Concessionaire 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 Concessionaire.

27. TERMINATION.

(A) If, in the judgment of the City, the Concessionaire breaches or is in default of any term of this Concession Agreement, the City shall give the Concessionaire written notice specifying with reasonable particularity the unsatisfactory performance or default. If such breach or default is capable of being remedied and the Concessionaire fails or refuses to take reasonable steps to remedy such unsatisfactory performance or default within fifteen (15) 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 Concessionaire of the breach or default.

(B) If, in the judgment of the Concessionaire, the City breaches or is in default of any term of this Concession Agreement, the Concessionaire 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 fifteen (15) days after receipt of said notice, the Concessionaire may seek whatever remedy is available at law or in equity.

(C) Notwithstanding the foregoing, Concessionaire shall have the absolute right to terminate this agreement by giving written notice to the City 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

Concessionaire is not desirable, the City or the Concessionaire 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 Concessionaire, upon written notice, shall resume operation of the Concession in accordance with this Concession Agreement. The Concessionaire may apply to the City Council for payment relief if a destruction event occurs on the licensed premises.

29. REMOVAL OF PROPERTY ON TERMINATION. In the event this Concession Agreement expires or is terminated as herein provided, the Concessionaire 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 Concessionaire holds actual title. Should the Concessionaire 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 Concessionaire's expense.

The Concessionaire 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 Concessionaire, 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.

Concessionaire shall transfer the liquor license to the City upon termination

30. LIENS AND ENCUMBRANCES. The Concessionaire 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 Concessionaire's use of the Concession premises. At the City's request, the Concessionaire 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 Concessionaire 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 Concessionaire that is not withdrawn or dismissed within ten (10) days; or

(C) A consenting by the Concessionaire to the appointment of a receiver or trustee of all or part of the Concessionaire's assets; or

(D) The filing by the Concessionaire 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 Concessionaire 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 Concessionaire 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. The acceptance of any payment by the City shall not be deemed to be a waiver of any prior occurring breach by the Concessionaire regardless of knowledge by the City of such prior existing breach at the time of accepting such payment.

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, Fourth Judicial District County of Twin Falls, State of Idaho.

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

Steva LLC

Attn: Steve Meyerhoeffer

2064 Oakwood Drive

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.

47. 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.

**EXHIBIT "A"
PROFESSIONAL SERVICES AGREEMENT**

C-4046

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT Made and entered into this 2nd day of October, 2009, by and between the CITY OF TWIN FALLS, IDAHO, a municipal corporation, hereinafter referred to as "City", and ARNOLD HAMBLEN, hereinafter referred to as "Professional"

WHEREAS, Hamblin has been the Golf Professional at the Twin Falls Municipal Golf Course; and

WHEREAS, the parties hereto agree that Hamblin should be an independent contractor under a written professional services agreement;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter contained, the parties hereto agree as follows:

I. TERM OF AGREEMENT

The term of this Agreement shall be for a period of commencing on the date of this Agreement and ending December 31, 2014. This Agreement may be extended for an additional five (5) year term upon such terms and conditions as shall be mutually agreed to by the parties in writing.

II. SCOPE OF PROFESSIONAL SERVICES

- A. Management and operation of the entire golf course, including supervision of employees to operate the equipment necessary to water, mow, seed, spray, trim, clean and in all respects care for the facility as well as to regulate, control and supervise all play on the municipal golf course is hereby reposed in Professional during the entire term of this Agreement. The Professional agrees to follow all formal and informal City policies pertaining to personnel and the procurement of goods and services for this portion of the Agreement (not including operation of the Club House, Pro Shop, Snack Bar, Driving Range and Golf Course Play). Professional agrees to maintain the golf course in as good or better condition as now exists and not to let the same deteriorate below existing conditions, as determined by the City Manager, or his designee. Professional shall marshal the course as necessary to provide efficient play.
- B. Professional shall remit to the City all revenue from green fees, season passes, corporate memberships, locker and storage fees on carts, and \$3.00 from each player and on rounds played each on the twelve exclusive use rounds for specific tournament play. If the City Council elects to waive fees for specific tournaments, the \$3 per round will not be assessed. Professional shall submit the list of the twelve days reserved for exclusive tournament play each year to the Golf Advisory Commission for their recommendation, for acceptance and approval by the City Council. The list shall include the name of the tournament, the dates, starting and ending times, and estimated number of players.

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- C. City of Twin Falls will reimburse PGA Professional for all credit and debit cards fees for all revenues collected and remitted to the City pursuant to Section II.B. of this Agreement. All revenues will be submitted to the City's Chief Financial Officer once per week at a date and time to be determined by the Chief Financial Officer. Professional shall be responsible for daily collection of green fees, pass fees, locker fees and cart storage rental fees, and weekly remission of said fees to the City Chief Financial Officer along with an accounting for said fees. Professional shall maintain a record of daily play by category of green fee and session pass, to be submitted weekly to the City Chief Financial Officer. Professional shall maintain a reconciliation of daily play record to daily receipts and provide said reconciliation along with a cash register/spread sheet record of reconciliation to the City Chief Financial Officer on a weekly basis. Professional shall also provide the City an annual report, on a calendar year basis, of gross and net revenues and expenses by category as describe in Paragraph XV of this Agreement.
- D. It is agreed that Professional shall be responsible for the management and the operation of the entire municipal golf course, as aforesaid, and shall report directly to the City Manager, or his designee. It is also agreed that Professional shall present requests for labor and equipment, and tournament play schedules to the City Manager, or his designee, sufficiently in advance for review, acceptance and approval. Professional agrees to serve as and shall be an ex-officio member of the Golf Advisory Commission and shall attend the meetings of said Commission upon request.
- E. Professional shall be responsible for hiring, directing, and paying of staff required to operate the Club House, Pro Shop, Snack Bar, Driving Range and Golf Course play.
- F. Beginning in 2012, the City of Twin Falls and the Professional shall examine the feasibility of a full lease of the Twin Falls Municipal Golf Course on an annual basis. The terms and conditions of a full lease option will be negotiated. In the interim, Professional will work with the City in identifying areas to cut cost and to improve the financial conditions of the golf course fund.

III. CONSIDERATION FOR PROFESSIONAL SERVICES

The City agree to pay Professional for the professional services provided as described herein a monthly fee of \$3,333.33 (calculated from an annual payment of \$40,000.00/year).

Except as otherwise set forth above, income from the following described functions or activities are hereby reserved to Professional during the term of this Agreement:

1. Twelve days of exclusive tournament play per year.
2. Golf cart rentals.
3. Vending machines.
4. Snackbar/Restaurant.

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- City Shop
- City Storage

It is understood by and between the parties hereto that all equipment and merchandise for sale or rental in regard to the above named functions of this paragraph shall be owned by Professional and the City assumes no responsibility for any loss or damage to said equipment or merchandise from any cause whatsoever.

IV. CITY RESPONSIBILITIES

City of Twin Falls shall employ a full time course superintendent, and to hire up to three temporary employees to assist the superintendent, one each for eight, nine and ten month terms. Any other temporary employees will be hired seasonally as needed and in consultation with the City Manager, or his designee. The City's course superintendent will work with the Professional in the hiring of temporary employees.

Under the supervision of Professional, the City will perform all maintenance for the golf course, including mowing, watering, fertilizing, etc., and will maintain all city equipment in the City Shop. The City will also pay all costs associated with operation of the pressure irrigation system.

V. PUBLIC PLAY

The general public shall be allowed to play at all times during the golf season as established by the Parks and Recreation Department except for the exclusive tournament play on twelve days hereinabove referred to. Professional agrees to reopen the course to public play at the conclusion of each day of tournament play. At all times open for public play, the Professional shall provide a staff on an as needed basis to properly regulate and control starting times and alleviate course congestion.

VI. CLUBHOUSE AND EQUIPMENT MAINTENANCE

With the exception of equipment located in the "common areas" of the Club House, Professional agrees to cover all costs associated with the repair, maintain and replacement the equipment and property belonging to the City and/or Professional that is located within the Club House, including the restaurant equipment. The "common areas" are defined as areas within the club house open to the general public, such as the clubhouse, dining room. The "common area" shall also include the physical structure of the clubhouse including all plumbing, mechanical, electrical and HVAC systems. "Common areas" shall not include the Professional's office, the kitchen, the area behind the counter of the kitchen, or the pro shop. Any property or equipment damaged due to the negligence of Professional or his employees, Professional shall repair and replace the same at his own expense. Professional agrees to repair and replace cooking utensils, dishes, silverware and glassware to a like condition, quality and quantity as now exists. Professional agrees that any additional property, equipment, restaurant equipment, cooking utensils, dishes, silverware and glassware desired by Professional or his licensee shall be purchased and owned by Professional, and the City shall have no responsibility therefor.

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VII. CLUB HOUSE UTILITIES, GOLF CART EXPENSES

Professional agrees to pay all Club House utilities during the months of operation, including heat, power and telephone for said premises and agrees to maintain the upkeep and repair of said Club House in a like condition as now exists. City further agrees to provide Professional with water and sewage facilities at no charge to Professional.

Professional agrees that he shall be responsible for all expenses relating to golf cart rentals, including gas, maintenance, repair etc.

Professional shall provide his own fueling facilities and comply with all regulatory requirements applicable to the fuel facilities used.

VIII. JANITORIAL SERVICES

Professional agrees to pay and furnish janitorial services and equipment in order that said Club House facility may be maintained in a clean and satisfactory condition at all times. City agrees to purchase paper supplies for the Club House restrooms and clean the Club House carpet annually.

IX. INSURANCE

Professional agrees to hold harmless the City from any damage, injury or liability which may occur to the City by reason of the operation of said premises and Professional agrees to purchase liability insurance from a reputable insurance company to protect Professional and the City from any loss, damage, or injury or liability therefor. Said insurance is to be in a minimum sum of \$500,000.00. The City shall be named as an additional insured on this policy.

X. HOLD HARMLESS

Professional agrees to maintain and hold harmless City for the upkeep and maintenance of said buildings and any equipment therein owned by the City from any act of negligence by Professional, his agents or lawful assigns, his employees or any permitted sub-lessee.

XI. GROSS

Professional agrees to hold harmless the City against any loss or encumbrance upon said buildings, fixtures and equipment owned by the City and Professional further agrees never to encumber or all or the same to become encumbered by any lien of any nature whatsoever.

XII. COMPLIANCE WITH LAWS

Professional agrees not to conduct or to permit to be conducted upon said premises any unlawful act and agrees to comply in all respects with all municipal ordinances and laws of the State of Idaho and the State of America including laws relating to the operation and sale of food and

PROFESSIONAL SERVICES AGREEMENT: 4

limits within said premises, and Professional further agrees not to allow any person with his knowledge to conduct any of said unlawful acts.

XIII. NON-ASSIGNMENT

This Agreement may not be assigned by Professional. Professional may, however, hire such persons as he deems proper in his discretion to provide the services required hereunder; and he may, in his discretion, sublease the Street Bar operation subject to written approval of said sublease by the City.

XIV. FIRE INSURANCE

City shall maintain fire insurance upon the building and structures at the municipal golf course and shall be the owner and loss payee of said policy. City shall have the option to reinsure the facilities damaged or lost, and the further option to maintain any temporary facility pending said termination and/or repairs.

XV. FINANCIAL STATEMENT

Professional agrees to provide the City each year with an annual financial statement that includes a balance sheet, income statement and a statement of cash flows, with a compilation report prepared by his accountant, that shows the results of all of the Professional's financial operations resulting from his activities at and use of the Twin Falls Municipal Golf Course. These financial statements shall identify and report Professional's revenues by the six categories listed in Paragraph III of this Agreement and shall be delivered to the City on or before the 15th day of March in each following year.

XVI. DEFAULT & TERMINATION

In the event that Professional shall neglect, fail or refuse to perform any of the agreements or terms herein contained, City shall notice Professional with a notice detailing the breach of contract, outline corrective actions to be taken by Professional. Professional shall have forty-five (45) days to correct the breach. If the breach is not cured to the satisfaction of the City, it shall be at the City's sole discretion to declare this Agreement terminated for cause.

In the event of termination for cause at the request of the City, the City shall require as a term of the employment of a new golf professional at the Golf Course, that the new golf professional must purchase from Professional all merchandise in-stock of all golf-related equipment owned by Professional. The purchase price for such merchandise and equipment shall be its full market value, which will be paid to Professional thirty (30) days after the selection of a new golf professional by City.

PROFESSIONAL SERVICES AGREEMENTS

"Fair market value" of merchandise shall be determined as follows:

Merchandise Age -	Zero to One Year	100% of invoice
	One Year + 1 day to Two Years	75% of invoice
	Two Years + 1 day to Three Years	50% of invoice
	Three Years + 1 day to Four Years	25% of invoice
	Four Year + 1 day and older	0% of invoice

If Agreement is terminated for cause, the Professional shall deliver possession of said Club House and all equipment, facilities and menus therein owned by the City back to the City, and all rights of Professional hereunder shall immediately terminate. In such event, City is hereby given the right to immediately re-enter and take possession of, and to begin operation of the golf course and all facilities; Professional's right to compensation shall terminate and City may retain a new golf professional.

The parties hereto fully understand the terms and conditions herein contained. By the signing of this document, the parties assert their satisfaction with this Agreement and their ability to conform to the terms and conditions herein contained.

XVII. NO OTHER AGREEMENTS

It is agreed that this Agreement covers all of the agreements by the parties hereto and there are no written or verbal agreements which add to or change any part hereof. It is further agreed that this Agreement shall bind the parties hereto, their heirs, personal representatives and assigns.

DATED this 20th day of October, 2009.

CITY OF TWIN FALLS, IDAHO (CITY)

By *Lance Clow*
LANCE CLOW, Mayor

ATTEST:

Rebecca O'Sullivan
CITY CLERK, *attest*

"PROFESSIONAL"

Mike Hamblin
MIKE HAMBLIN

PROFESSIONAL SERVICES AGREEMENT: 6.

EXHIBIT "B"

INVENTORY OF CITY OWNED FACILITIES

The City of Twin Falls is the owner of all of the existing buildings, including all the fixed equipment. Fixed equipment includes but is not limited to HVAC equipment, bathroom/plumbing fixtures, counters, grill hood and fire suppression equipment, etc.

In addition to the above named items, the City of Twin Falls owns the following equipment in the food concession areas:

(To be determined)

The City also owns the current ball washers at both golf courses.

The City also owns all the golf course maintenance equipment.

The City also owns all current tee signs and tee benches.



Monday June 22, 2015 City Council Meeting

To: Honorable Mayor and City Council

From: Dennis J. Bowyer, Parks & Recreation Director

Request:

Consideration of a request to name two sections of the Snake River Canyon Trail System.

Time Estimate:

Staff will make the presentation, following the presentation, we expect some time for questions and answers. The anticipated total time for presentation and questions is estimated at 15 minutes.

Background:

In 2012, the City Council adopted a Naming Policy for Public Buildings, Streets, Public Parks, and Parks and Recreation Facilities. Policy is attached.

The procedure to request to name or rename a public building, street, public parks, or park and recreation facility is:

- Request is submitted to the Parks & Recreation Department.
- Staff will review the proposal for adherence to criteria.
- Parks & Recreation Commission will hear the request as part of a public meeting.
- Commission will forward their recommendation to the City Council for consideration.

Some key points of the Policy are:

- There are four criteria to name or re-name facilities.
 1. Neighborhood or geographical identification.
 2. Natural or geological features.
 3. Local or national historical or cultural significance.
 4. Historical figure, or an individual, family, or organization that make a significant land, monetary, or service contribution to the acquisition of property, park system, or the community in general.
 - Building, parks, and facilities shall not ordinarily be named for living persons, except in the event that an individual, family or organization has made a significant and tangible contribution or donations to, or has performed extraordinary or outstanding public service for the community and/or parks and recreation system, or in cases where such name is stipulated as a condition of the donation or acquisition.
 - In cases of outstanding public service: buildings, streets, parks or facilities may be named for a person, provided at least six or more months have lapsed between the service provide and the consideration for naming.

Staff is proposing to name sections of the Snake River Canyon Rim Trail System in honor of LaMar Orton and Gary Young, long time city employees.

The only trail section that has an official name is the Centennial Trail out of Shoshone Falls to the jump site. It was named as part of the City's centennial celebration in 2004. All other sections have been quasi-named after features nearby, i.e. Perrine Bridge East and West, Pillar Falls, etc.

LaMar Orton was hired by the City in 1974; he served as Planning & Zoning Director for over 25 years and retired from the City in 2005. One of his passions was the trails along and in the canyons. With his guidance and perseverance, he pushed through changes in the City Code that required developers to construct trails along the canyon rims once the development occurs. LaMar was involved in the following development of trails: Breckenridge Estates, Washington St./Perrine Coulee, Perrine Bridge East, Perrine Bridge West, Centennial Trail, Breckenridge, and the Blass section all along the Snake River Canyon Trail System. LaMar was instrumental in the purchase of the Rock Creek property the City owns from the Old Towne Bridge to Day Dream Ranch area and the development of that trail section.

Gary Young was hired by the City in 1975, served as City Engineer for 30 years as he retired in 2005. Gary work behind the scenes working with developers and contractors in the construction of trails in their development. He designed most of the trails to make them as safe as possible. Gary was involved in the following development of trails: Breckenridge Estates, Washington St./Perrine Coulee, Perrine Bridge East, Perrine Bridge West, Centennial Trail, Breckenridge, and the Blass section all along the Snake River Canyon Trail System.

Without the effort of these two men, our trail system would not be where it is today.

Staff is proposing to name the Washington St./Perrine Coulee trail as the LaMar Orton trail section, and to name the Perrine Bridge East and West trails at the Gary Young trail section. Attached is a map of the Snake River Canyon Rim Trail System.

The Parks and Recreation Commission at their June 9th meeting, unanimously approved of the requests to name those sections of the Snake River Canyon Rim Trail System as the LaMar Orton and the Gary Young trail sections and forward the recommendation to the City Council for their consideration.

Approval Process:

The Naming Policy spells out the procedure to name or rename a facility. The first three steps in the procedure has been followed, step four is the recommendation from the Parks & Recreation Commission to be forward to the City Council for a final decision. Approval for this request requires a majority vote of the City Council.

Budget Impact:

Manufacturing and the installation of signs naming the two sections, approximately \$500.

Regulatory Impact:

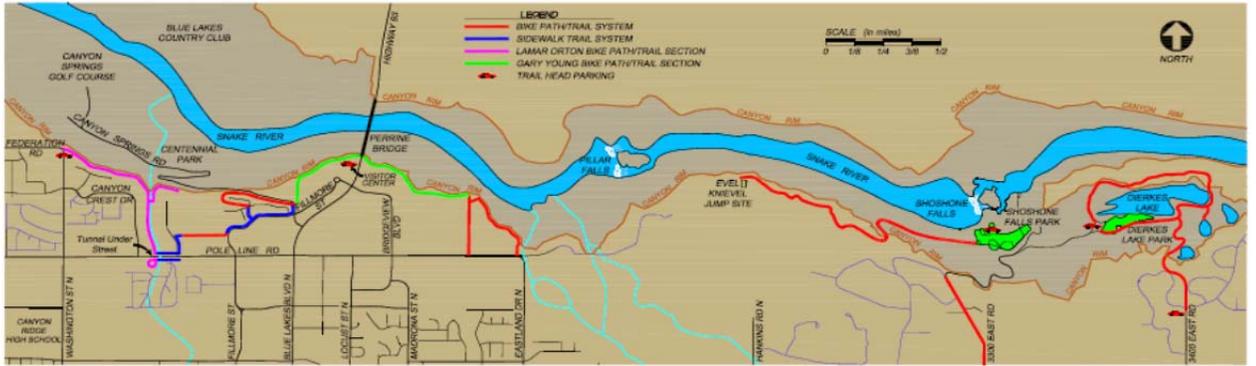
Approval of this request would name two sections of the Snake River Canyon Rim Trail System as the LaMar Orton and Gary Young trail sections.

Conclusion:

The Parks & Recreation Commission recommends to the City Council to name two sections of the Snake River Canyon Rim Trail System as the LaMar Orton and Gary Young trail sections. Staff concurs with their recommendation.

Attachment:

1. Snake River Canyon Rim Trail System Map
2. Naming Policy





City of Twin Falls Naming Policy

Public Buildings, Streets, Public Parks, & Park and Recreation Facilities

The City of Twin Falls believes that the designation of names for public buildings, streets, public parks, and park and recreation facilities is in the public interest and should promote & celebrate the community's identity, diversity and pride.

The City Council shall designate the names of public buildings, streets, public parks, and parks and recreation facilities, after receiving a recommendation from the Parks and Recreation Commission which recommendation shall be based on public input and compliance to the standards contained herein.

The selection of names for buildings, streets, parks, and park and recreation facilities shall be based upon the following criteria:

1. Neighborhood or geographical identification (e.g. Harrison and Morning Sun Parks, Albion, Buhl, etc. street names)
2. Natural or geological features (e.g. Shoshone Falls and Dierkes Lake)
3. Local or national historical or cultural significance (e.g. Oregon Trail Youth Complex and Frontier Field)
4. A historical figure, individual, family, or organization that has made a significant land, monetary, or service contribution to the acquisition of the property, park system, or the community in general (e.g. Cascade Park, Clyde Thomsen Park, Drury Park, and Harry Barry Park)
 - Building, parks, and facilities shall not ordinarily be named for living persons, except in the event that an individual, family or organization has made a significant and tangible contribution or donations to, or has performed extraordinary or outstanding public service for the community and/or parks and

recreation system, or in cases where such name is stipulated as a condition of the donation or acquisition.

- In cases where the person is living, or the event to be commemorated took place within the last year, there shall be a lapse of at least three months between the receipt of the name proposal and the final recommendation for its adoption.
 - In cases where the person is deceased, the person shall have been deceased for a minimum of six months, and there shall be a lapse of at least three months between the receipt of the name proposal and the final recommendation for its adoption.
 - In cases of outstanding public service; buildings, streets, parks or facilities may be named for a person, provided at least six or more months have lapsed between the service provided and the consideration for naming.
5. In general, portions of a facility typically do not have a name other than that of the entire facility. However, a park's interior features, rooms in a building, sub-elements and/or facilities may have names other than that of the entire park (e.g. Carter Gibb Field at Frontier Field). In naming minor facilities, rooms, and sub-elements or parks, these names are subject to the criteria designated herein.

Elected/appointed City of Twin Falls officials and currently employed staff shall not be eligible for consideration until they are no longer in office or have been retired from city service for at least six months.

6. A name, once adopted, should be bestowed with the intention that it will be permanent, and changes should be strongly resisted.

Procedure

1. A request for naming of a public building, street, public park, or park and recreation facility shall be submitted in writing to the Parks and Recreation Department.
2. Those submitting a naming request should show how the proposed name is consistent with the criteria in this policy. When naming after a person or persons, the application will describe that person's local or national historical or cultural significance. Written documentation of approval by next of kin to be honored (if available) is required as part of the proposal. City staff will review the proposal for adherence to the stated criteria and authentication of statements relative to contributions in the case of an individual before forwarding to the Parks & Recreation commission. If the request is incomplete, staff will contact the applicant, in writing, and provide them with the opportunity to resubmit a revised request.
3. Upon completion of staff review, the request will be scheduled for consideration by the Parks and Recreation Commission. The request will be considered at a public meeting to provide the opportunity for public input on the proposed naming.
4. The Parks and Recreation Commission shall forward their recommendation to the City Council for final decision.

5. If a contest or competition is to be held to determine the name of a building, street, park, or park and recreation facility, the Parks and Recreation Commission and the Parks & Recreation Director or appropriate staff shall establish guidelines and rules for the contest.
6. The City Council and/or the Parks and Recreation Commission can initiate the naming process whenever deemed necessary and/or in the best interest of the City.
7. In the absence of any naming requests, the Parks and Recreation Commission shall adhere to criteria stated in this policy in recommendation of a name.

Renaming of Existing Public Buildings, Public Park, and Park and Recreation Facilities

Renaming of public buildings, streets, public parks, and parks and recreation facilities carries with it a much greater burden of process compared to initial naming. Tradition and continuity of name and community identification are important community values. Each application must meet the criteria in this policy, but meeting all criteria does not ensure renaming. The process for renaming a facility is the same procedure to name a public building, street, public park, or park and recreation facility.

General Naming Regulations

1. Land and/or improvements dedicated to the City as part of a subdivision's development requirements shall not be considered a significant contribution as it relates to this naming policy.
2. This naming policy shall not apply to new streets being proposed and/or constructed as part of a subdivision by a developer.
3. Nothing contained in this policy shall prevent the City from entering into a contractual agreement regarding the naming and sponsorship of a facility. A naming and sponsorship contract shall be subject to the process described in this policy. A facility sponsorship name shall not be considered permanent, but will expire with the expiration of the contract.
4. In the renaming of a street, the applicant shall notify all property owners and residents on that street of a public hearing in front of the City Council.
5. The regulations contained in this policy may be waived in certain circumstances at the discretion of the City Council.

Adopted April 23, 2012



Monday June 22, 2015 City Council Meeting

To: Honorable Mayor and City Council

From: Dennis J. Bowyer, Parks & Recreation Director

Request:

An update on alternate type of fencing along the Snake River Canyon Rim Trail System.

Time Estimate:

Staff will make the presentation, following the presentation, we expect some time for questions and answers. The anticipated total time for presentation and questions is estimated at 15 minutes.

Background:

The City Council requested staff to review the existing fencing along the Canyon Rim Trail System, specially to look at all sites that do not have any fencing and review those to see if the City might have some potential safety concerns with those sites.

On Monday June 1st, staff reported to the City Council with our findings and recommendations.

Quail Ridge Estates:

Staff believes no additional fencing is needed at this section of trail.

Centennial Trail:

There is one area that we recommend approximately 30' of fencing, it is located approximately 150' up from the first switch back.

Knieval Trail:

The complete 650' length of this trail has fencing along the rim.

Pillar Falls Trail:

All sections of this trail that is near the canyon rim have fencing adjacent to it.

Perrine Bridge East:

Staff believes no additional fencing is needed at this section of trail.

Perrine Bridge West:

There is one section that staff recommends fencing. It is about 250' west of the Visitor's Center and the length of fencing is approximately 250' in length.

Breckenridge Estates:

At the far west section of this trail where it takes a 90° turn to the south, staff recommends fencing is needed on top of the concrete wall to prevent bicyclists from tumbling over the wall if they don't make the corner.

Breckenridge:

Trail is over 1000' from the canyon rim, no fencing is needed.

Washington St. N./Perrine Coulee Trail:

There is one section of this trail section that staff recommends additional fencing to be installed. It is 30' in length and is approximately 50' on the west side of Elevation 486.

Staff proposed a different type of fencing, metal post with cabling to replace the current style – four railing with wooden posts because the posts have been rotting off in the past few years. Council directed staff to come up with a more appealing alternate than the cable fence and that would last longer than the existing wooden post fencing. Also Council said the higher cost and the occasional replacement might be worth it if no alternatives could satisfy all of our requirements.

Attached are photos of a hybrid type of fencing, it has metal posts with wooden railings. Even though the photos show three railings, the company said they could make them with four railings. The fencing would not include the metal no-climb fencing as shown in the photos. The price on this type of fencing is: 3-rail is \$16 per linear foot and the 4-rail is \$18 per linear foot.

Conversations with Tina Luper, Project Administration for Neilsen and Company, they would like the City to be consistent with the same type of fencing as currently existing if any new additional or replacement fencing is added behind their development (west side of the Perrine Bridge)

Approval Process:

This is an update on alternate types of fencing along the Snake River Canyon Rim Trail System. Staff is seeking Council's direction to switch to the alternate type of fencing or stay with the current type of canyon rim fencing.

Budget Impact:

Staff recommendation is to add approximately 310 linear feet to provide extra safety measures along the trail. Dependent on the style of fencing, it would range from \$5,500 to \$6,500. Staff is also recommending adding some type of railing on top of the concrete wall in the Breckenridge section, that estimate is \$2,000. Staff is recommending that funding should come from unspent Parks & Recreation Capital Improvement projects from the year or use contingency if needed.

Regulatory Impact:

No regulatory impact.

Conclusion:

This was an update on an alternate type of fencing along the Snake River Canyon Rim Trail System. Staff is seeking Council's direction to switch to the alternate type of fencing or stay with the current type of canyon rim fencing. Staff is recommending to add the additional fencing this year and fund the project from unspent Parks & Recreation Capital Improvement projects or from contingency if needed.

Attachment:

Photos of Alternate Type of Fencing









DATE April 6, 2015 City Council Meeting

To: Honorable Mayor and City Council

From: Jon Caton, P.E., Public Works Director

Request:

Present the Bid Tab from the 2015 3rd Ave. W. Improvement Project and request Council to reject the bid.

Time Estimate:

Presentation will take 5 minutes.

Background:

3rd Ave. West is in Zone 3 and was designed with the intent to construct this year as a major component of our Zone Maintenance program. The engineer's estimate was approximately \$520,000. The project was publicly bid and we had a single submittal from Idaho Sand & Gravel for approximately \$850,000; about 63% above the anticipated cost. We believe the high bid is a result of the current bidding environment.

Approval Process:

This will require council approval.

Budget Impact:

There is not enough budget to fund the project at this current bid price.

Regulatory Impact: NA

Conclusion:

It is my recommendation that the Council reject this bid.

Attachments:

EHM memorandum and Bid Tab



June 10, 2015

To: Jon Caton, Public Works Director
City of Twin Falls
P.O. Box 1907
Twin Falls, ID 83303-1907

Re.: Third Avenue West Construction Project.

Dear Sir;

Please find attached the bid summary for the above referenced project for which the bid opening was held on the 28th of May, 2015. Only one bid was received from Idaho Sand and Gravel in the amount of \$850,242.50 (Eight Hundred Fifty Thousand, Two Hundred and Forty Two Dollars and Fifty Cents). Included in the summary is the original estimate prepared by our office.

EHM has reviewed the bid documents and found all required submittals to have been included. It is our opinion that while it is a responsive bid, the prices exceed amounts we are accustomed to experiencing by a significant amount and substantially over the amount budgeted.

In our opinion, and in accordance with Section 102.14 of the contract documents, we feel it is in the best interest of the City of Twin Falls that we recommend that the City Council reject the bid. If you have any questions please feel free to contact me directly at 734-4888.

Sincerely,

Tim Vawser
EHM Engineers, Inc.

621 North College Rd., Suite 100 • Twin Falls, Idaho 83301 • [208] 734-4888 • Fax [208] 734-6049
3501 W. Elder St., Suite 100 • Boise, Idaho 83705 • [208] 386-9170 • Fax [208] 386-9076

City of Twin Falls - 2015 Third Avenue West Improvement Project - Bid Summary

City of Twin Falls
 321 Second Avenue East, Twin Falls, Id. 83301
 Bid Opening: March 28, 2015



Bid Item	Description	Quantity	Units	Engineer's Estimate		Idaho Sand & Gravel	
				Unit Price	Total	Unit Price	Total
BASE BID							
1	Excavation (Remove Existing Roadway & Utilities)	6168	SY	\$4.50	\$27,756.00	\$12.90	\$79,567.20
2	Grading	12.7	STA	\$500.00	\$6,350.00	\$4,928.00	\$62,585.60
3	Type 1 - 3/4" Aggregate	878	CY	\$40.00	\$35,120.00	\$37.00	\$32,486.00
4	Plant Mix Pavement 3" Matt	3931	SY	\$18.00	\$70,758.00	\$18.70	\$73,509.70
5	Roadway Patchback (Incl. Gravels)	366	SY	\$40.00	\$14,640.00	\$33.50	\$12,261.00
6	Install Std. Curb & Gutter w/ Base	121	LF	\$25.00	\$3,025.00	\$60.00	\$7,260.00
7	Install 24" Roll Curb w/ Base	1230	LF	\$20.00	\$24,600.00	\$25.65	\$31,549.50
8	Install 30" Roll Curb w/ Base	1160	LF	\$25.00	\$29,000.00	\$29.60	\$34,336.00
9	Install Sidewalk w/ Base (Incl. Ped Ramps & Domes)	521	SY	\$50.00	\$26,050.00	\$74.50	\$38,814.50
10	Install Ped. Ramp Backing Curb	88	LF	\$15.00	\$1,320.00	\$102.00	\$8,976.00
11	Install Valley Gutters & Aprons w/ Base	116	SY	\$60.00	\$6,960.00	\$153.00	\$17,748.00
12	Expose & Connect To Existing Water Main	3	EA	\$1,000.00	\$3,000.00	\$2,790.00	\$8,370.00
13	Install 8" Dia. Water Main Line	1397	LF	\$25.00	\$34,925.00	\$31.00	\$43,307.00
14	Install 8"x8"x8" Tee	1	EA	\$800.00	\$800.00	\$1,400.00	\$1,400.00
15	Install 8"x8"x6" Tee	3	EA	\$800.00	\$2,400.00	\$3,050.00	\$9,150.00
16	Install 8"x6"x8" Tee	1	EA	\$800.00	\$800.00	\$2,200.00	\$2,200.00
17	Install 8" R.W. Gate Valve	6	EA	\$1,500.00	\$9,000.00	\$2,050.00	\$12,300.00
18	Install 6" R.W. Gate Valve	4	EA	\$1,000.00	\$4,000.00	\$1,720.00	\$6,880.00
19	Relocate Existing Fire Hydrant w/ New 6" Line	3	EA	\$1,200.00	\$3,600.00	\$4,665.00	\$13,995.00
20	Install New Fire Hydrant w/ New 6" Reducer	1	EA	\$4,200.00	\$4,200.00	\$4,250.00	\$4,250.00
21	Reconnect WaterMeter w/ Tap & 1 1/2" PE Line	1	EA	\$2,000.00	\$2,000.00	\$2,030.00	\$2,030.00
22	Reconnect WaterMeter w/ Tap & 1" PE Line	4	EA	\$1,000.00	\$4,000.00	\$2,030.00	\$8,120.00
23	Relocate & Reconnect WaterMeter w/ Tap & 1" PE Line	21	EA	\$1,250.00	\$26,250.00	\$2,936.00	\$61,656.00
24	Remove & Replace Catch Basin	2	EA	\$1,750.00	\$3,500.00	\$2,775.00	\$5,550.00
25	Install Catch Basin	3	EA	\$1,500.00	\$4,500.00	\$2,551.00	\$7,653.00
26	Install Area Drain	6	EA	\$1,200.00	\$7,200.00	\$3,190.00	\$19,140.00
27	Install Storm Drain Manhole	2	EA	\$2,400.00	\$4,800.00	\$3,380.00	\$6,760.00
28	Install 12" Dia. C-900 Storm Drain	1230	LF	\$30.00	\$36,900.00	\$51.00	\$62,730.00
29	Install 8" Dia. C-900 Storm Drain	166	LF	\$25.00	\$4,150.00	\$107.00	\$17,762.00
30	Adjust Existing Sewer Manhole Rim	1	EA	\$250.00	\$250.00	\$724.00	\$724.00
31	Install Sewer Tap to Right of Way	1	EA	\$500.00	\$500.00	\$1,438.00	\$1,438.00
32	Extend Existing Sewer Tap to Right of Way	1	EA	\$300.00	\$300.00	\$1,438.00	\$1,438.00
33	Remove and Replace Existing Tap - Remove Mainline Root	1	EA	\$1,000.00	\$1,000.00	\$6,030.00	\$6,030.00
34	Remove & Relocate Fence w/ Conc. Curb	16	LF	\$50.00	\$800.00	\$151.00	\$2,416.00
35	Rock Excavation	400	CY	\$250.00	\$100,000.00	\$285.00	\$114,000.00
36	Storm Water Pollution Prevention	1	LS	\$5,000.00	\$5,000.00	\$15,010.00	\$15,010.00
37	Traffic Control	1	LS	\$10,000.00	\$10,000.00	\$16,840.00	\$16,840.00
TOTAL					\$519,454.00		\$850,242.50
					BID BOND Y/N		Y
					ALL PWL'S Y/N		Y

Notes:

1 Extension of the unit price on item 15 was encountered although the grand total of the bid was correct.



Date: Monday, June 22, 2015
To: Honorable Mayor and City Council
From: Troy Vitek, Asst. City Engineer

Request:

Consideration of a request to enter into a contract with Phil Kushlan in the amount of \$48,585 for the Canyon Springs Road Pedestrian Enhancement Project Community Involvement Plan

Background:

On May 4, 2015 Troy Vitek brought before you an update of the Canyon Springs Road Project. Part of the update included a request that the council allow Engineering to enter into discussions with Phil Kushlan to act as a Consultant on the Canyon Springs Pedestrian Enhancement Project Community Involvement Plan. Troy has discussed with Phil and developed a basic outline of scope. The Scope has been priced on an estimated amount of meetings, and schedules, and is included in this report.

Budget Impact:

The budget for 2015 included \$600,000 set aside for engineering and consulting of which this would fall under.

Conclusion:

Staff recommends that the council allow the City Engineer to sign a contract and hire Phil Kushlan and begin the public process on the pedestrian Enhancement Project.

Attachments:

1. Scope of Work

Canyon Springs Road Pedestrian Enhancement Project Community Involvement Plan

PD 1.1	Develop Project Objectives	S	P		4	150 \$	600
PD 1.2	Staff Monthly Task Force Meeting	P	S	S	12	150 \$	1,800
PD 1.3	Confirm Project Objectives With City Council	P	S	S	2	150 \$	300
PD 1.4	Develop Project Alternatives	S	P	S	4	150 \$	600
PD 1.5	Community Scoping Meetings (2)	P	S	S	8	150 \$	1,200
PD 1.6	Preferred Alternative Recommended	S	P	S	4	150 \$	600
PD 1.61	Task Force Recommendation	P	S	S	4	150 \$	600
PD 1.62	Staff Recommendation	S	P	S	2	150 \$	300
PD 1.7	Council Chooses Preferred Alternative and Directs Design	P	S	S	2	150 \$	300
PD 1.8	New Release Internal Project Team Meetings	P	S	S	1	150 \$	150
PD 1.9		S	P	S	24	150 \$	3,600
					67	150 \$	10,050
	Travel Time @50%				48	75 \$	3,600
	travel Mileage @ \$.57				12	180 \$	2,160
	Sub-total PD					\$ 15,810	\$ 28,440

Design Phase (D)							
Task	Description	CI Consultant	City Staff	Design Consultant	CI Hours	Rate	Cost Cumulative
D 1	50% Design Level						
D 1.1	Task Force Review and Comment	P	S	S	4	150 \$	600

Canyon Springs Road Pedestrian Enhancement Project Community Involvement Plan

D 1.2	City Council Review and Comment	P	S	S	4	150 \$	600
D 2	75 % Design Level					150 \$	-
D 2.1	Task Force Review and Comment	P	S	S	4	150 \$	600
D 2.2	City Council Review and Comment	P	S	S	4	150 \$	600
D 3	100 % Design Level					150 \$	-
D 3.1	Task Force Review and Comment	P	S	S	4	150 \$	600
D 3.2	City Council Review and Comment	P	S	S	4	150 \$	600
D 3.3	Council Approves Project and Directs Bidding	P	S	S	2	150 \$	300
					26	150 \$	3,900
	Travel Time @ 50%				24	75 \$	1,800
	Travel Mileage				6	180 \$	1,080
	Sub-total D						\$ 6,780
							\$ 35,220
Contracting							
Task	Description	CI Consultant	City Staff	Design Consultant	CI Hours	Rate	Cost Cumulative
C 1	Bids Received		P	S			
C 2	Bids Reviewed for Consistency		S	P			
C 3	Recommendation of Award						
C 3.1	Task Force Review	P	S	S	2	150 \$	300
C 3.2	City Council Review	P	S	S	2	150 \$	300

Canyon Springs Road Pedestrian Enhancement Project Community Involvement Plan

City Council Approves Bid and Awards													
C 3.3	Construction Contract	S	P	P			2	150 \$	300				
C 4	New Release	P	S	S			1	150 \$	150				
							7	150 \$	1,050				
	Travel Time @ 50% Mileage @ \$.57						12	75 \$	900				
	Sub-total C						3	180 \$	540				
									2,490 \$				37,710 \$

Construction (Cnst)		CI Consultant	City Staff	Design Consultant	CI Hours	Rate	Cost	Cumulative
Task	Description							
Cnst 1	Contractor Designates Community Contact Person (CCP)	S			2			
Cnst 2	Ground Breaking Monthly Task Force Meeting (12 months)	P	S	S	24	150 \$	3,600	
Cnst 3	CCP responds to all issues regarding project		S	P	0	150 \$	-	
Cnst 4	Monthly Status Report to City Council		P	S	0	150 \$	-	
Cnst 5	Monthly Report Published on Website		P	S	0	150 \$	-	
Cnst 6	Monthly Report Published in newspaper Display ad		P	S	0	150 \$	-	
Cnst 7	Pre-Construction TV in-depth Report		P	S	0	150 \$	-	
Cnst 8					0	150 \$	-	

Canyon Springs Road Pedestrian Enhancement Project Community Involvement Plan

Cnst 9	2 TV special reports focused on project workers	P	S	0	150 \$	-		
				26	150 \$	3,900		
	Travel Time @ 50%			48	75 \$	5,625		
	Travel Mileage @ \$.57			12	180 \$	2,160		
	Sub-total Cnst					\$ 11,685		
						\$ 46,905		
Post Construction Celebration (PCC)								
Task	Description	CI Consultant	City Staff	Design Consultant	Hours	Rate	Cost	Cumulative
PCC 1	Ribbon Cutting	S	P	S	2	150 \$	300	
PCC 2	Economic Impact Report					150 \$	-	
	Multiplier Effect of Investment	S	P	S	1	150 \$	150	
PCC 2.1	Jobs Supported by Project	S	S	P	1	150 \$	150	
					4	150 \$	600	
							1,200	
	Travel @ 50%				4	75	300	
	Travel Mileage @ \$.57				1	180	180	
	<u>Sub-total PCC</u>						\$ 1,680	\$ 48,585
TOTAL ESTIMATED COST - OPTION								\$ 48,585

Assumptions:
 CI Consultant will staff Advisory Task Force and City Council deliberations regarding project
 CI Consultant will need to make a minimum of two trips per month to Twin Falls
 Travel Time from Boise to Twin Falls and return will be billed at 50% of normal hourly rate
 Nothing included for overnight accommodations



Date: Monday, June 22, 2015
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to reject all bids associated with the Bidding of the odor reduction unit located on Canyon Springs Road.

Time Estimate:

The staff presentation will take approximately 5 minutes.

Background:

In the design effort to reduce the odors associated with the drop line down Canyon Springs Road, the City has put together a procurement package for a Biotower system to be located adjacent to the concrete box at the bottom of Canyon Springs Road. The City received 3 bids and CH2MHill is recommending we reject all bids due to errors among the 3 bidders

Approval Process:

City Council authorizes Staff to notify the bidders of the rejected bids

Budget Impact:

No budget impact with rejection

Regulatory Impact:

Approval of this request will allow the staff to notify bidders of the rejected bids

Conclusion:

Staff recommends that the Council approve the request as presented.

Attachments:

1. Bid Tabulation
2. CH's letter of recommendation to rebid

OWNER: City of Twin Falls
 PROJECT: Wastewater Collection System Odor Control Canyon Springs - Biotower System
 BID OPENING: Tuesday, December 23rd, 3:00 pm
 ENGINEER: CH2M HILL

	DESCRIPTION	Engineer's Estimate		Bidder		Bidder		Bidder	
		CH2M HILL		Azzuro		ECS		Bioair	
1	Bid Signed	Not Needed		<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
2	Addenda Acknowledged (None)	Not Needed		Not Needed		Not Needed		Not Needed	
3	7.1.1. Bid Security (Bond or Check)	Not Needed		<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
4	7.1.2. List of Suppliers	Not Needed		<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
5	7.1.3. Bidder Qualifications	Not Needed		<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
6	7.1.4. Legal Disclosure	Not Needed		<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
		Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total
5.1	Total Lump Sum Bid Price		\$196,130		\$184,600.00		\$99,000.00		\$149,649.00



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

June 4, 2015

RE: CITY OF TWIN FALLS – Biotower Odor Control System Procurement

Dear Troy,

CH2M HILL has reviewed the bids for the Biotower Odor Control procurement package in response to the Bid Advertisement due December 23, 2014. Bids were received from three companies as indicated on the attached bid tabulation sheet. The bid information and the optional responses to each bid are summarized below.

Bidder	Bid Price	Bid Evaluation	Optional Responses to Bid
ECS Environmental Solutions	\$99,000	Failed to submit: <ul style="list-style-type: none"> • 7.1.2. List of Suppliers • 7.1.3. Bidder Qualifications • 7.1.4. Legal Disclosure 	Request the additional information not included in the submittal per <i>Bidding Requirements and Contract Documents, Section 00 21 14, Instruction to Bidders, 17.4</i> - Buyer may conduct such investigations as Buyer deems necessary to establish responsibility, qualifications, and financial ability of Bidder.
BioAir Solutions, LLC	\$149,649	Generally acceptable, but failed to list Bidder Qualification dates and included an extensive list of conditional Clarifications and Exceptions in their bid	Request the additional information not included in the submittal per <i>Bidding Requirements and Contract Documents, Section 00 21 14, Instruction to Bidders, 17.4</i> - Buyer may conduct such investigations as Buyer deems necessary to establish responsibility, qualifications, and financial ability of Bidder. Negotiate with BioAir regarding their conditional clarifications and exceptions as described below.
Azzuro, Inc	\$184,600	Failed to submit the Bid Form in its entirety	Reject bid as incomplete and non-responsive

The BioAir Solutions, LLC (BioAir) bid included the following clarifications and exceptions. The recommendations regarding the BioAir clarification and exceptions are provided below.

BioAir Solutions, LLC Bid Clarification/Exception	Recommendation to Accept/Reject	Explanation
<p><u>Advertisement for Bids, Paragraph 4:</u> BioAir understands that meeting this project schedule is the intent of all parties, and will do everything possible to accommodate that schedule. But as BioAir will not be responsible for installation of this equipment, nor the timeline thereof, we cannot guarantee that the startup and testing of our system will be complete within 170 days from Notice to Proceed. BioAir will, however, guarantee the schedule for the delivery of submittals, the subsequent delivery of the Goods after release to fabricate, and the schedule for provision of the Special Services, all as defined in the Agreement Form, Item 5.2 – Milestones.</p>	Accept	This is reasonable as it accounts for Contractor installation issues out of their control.
<p><u>Part 2 – Contract Forms, Agreement Form, Item 5.2.3:</u> BioAir cannot provide the Special Services until our equipment is installed and until odorous air is available for treatment. The following phrase is therefore inserted after the phrase “receipt of delivery of Goods,”: “provided that installation of the BioAir equipment is complete, and provided that odorous air is available at the inlet thereof.”</p>	Accept	This is reasonable as it is necessary for the equipment installation to be complete and the system operational.
<p><u>Part 3 – Conditions of the Contract, Standard General Conditions for Procurement Contracts, Item 5.09(A) Indemnification:</u> The phrase “third-party” is hereby inserted immediately after the phrase “of each and any of them for and against all” and immediately prior to the phrase “claims, costs, losses...”</p>	Reject	Revising the EJCDC (Engineers Joint Contract Documents Committee) standard general conditions is not recommended as these documents have been thoroughly vetted by many professional engineering and construction organizations.
<p><u>Part 3 – Conditions of the Contract, Standard General Conditions for Procurement Contracts, Item 8.02(D):</u> This item is hereby deleted in its entirety. Should the Goods be found non-conforming, the terms of the remainder of Item 8 shall apply, and BioAir shall be responsible for repair or replacement of the Goods to bring them into conformance.</p>	Reject	Revising the EJCDC standard general conditions is not recommended as these documents have been thoroughly vetted by many professional engineering and construction organizations.
<p><u>Part 4 – Specifications, Section 44 45 1.11 Package Biotower/Carbon Two-Stage Odor Control System, Item 1.07(A)(2):</u> The following phrase is hereby inserted at the end of the first sentence, “, or a period of 12 months after 170 from Notice to Proceed, whichever is earlier.”</p>	Accept	This is requested to start the equipment warranty period earlier in the event the Contractor does not reach Substantial Completion in a reasonable timeframe.
<p><u>Part 4 – Specifications, Section 44 45 1.11 Package Biotower/Carbon Two-Stage Odor Control System, Item 1.07(C)(1):</u> The following phrase is hereby inserted at the end of the first sentence of this Item, “, or a period of 12 months after 170 from Notice to Proceed, whichever is earlier.”</p>	Accept	This is requested to start the media warranty period earlier in the event the Contractor does not reach Substantial Completion in a reasonable timeframe.
<p>Technical Clarifications System panels shall be mounted a minimum of three</p>	Accept	This clarification already meets the specifications.

(3) feet from reactor and outside of an NEC Class 1 Division 2 designated area.		
Specification Section 44 45 13.11 1.01 B 1 references a velocity stack. Information is not provided on the requirements for the velocity stack and it is not included in the scope of supply. The discharge of the vessel is designated to provide the required 2,500 feet per minute discharge velocity.	Accept	The intent of the velocity stack per the specification, is to meet the required 2500 fpm discharge. This clarification indicates that the intent of the specification will be met.
Specification Section 44 45 13.11 1.04 C.8 requires a media sample to be provided. BioAir Solutions' EcoBase media is proprietary and is not possible to provide a sample. The Engineer on Record for this project has inspected and approved BioAir's EcoBase media for similar wastewater odor control applications.	Accept	A media sample is unnecessary for structured media Bio-trickling filters. The intent of the specification is to require media samples for non-structured "loose" media.
Specification Section 44 45 13.11 2.03 A.2 Requires the overall system to remove > 99.8% of H2S. The system will meet this requirement when the inlet H2S concentration is between 25 ppmv and the design inlet concentration of 100 ppmv. When the inlet H2S concentration is less than 25 ppmv, the outlet H2S concentration is very low. In that case, 99.8% removal would require extremely low outlet concentration which can be difficult to reliably measure with commercially-available equipment.	Accept	This clarification already meets the specifications. The intent of the requirement was overall 99.8% removal under designed loading conditions.
Specification Section 44 45 13.11 2.07 B requires a "...full hydrostatic atmospheric leak test..." of the vessel. The odor control vessel is not a liquid tank and is designed to hold less than 18" of liquid in the sump. To comply with this requirement, the vessel will be filled to the air inlet to confirm zero leakage.	Reject	The intent of the specification is to ensure vessel will not collapse if completely filled with water.
Biological system performance guarantee applies when the air inlet temperature is within the range listed in the Specification of 59-99°F.	Accept	This clarification already meets the specifications.
Minimum required water supply characteristics are given below. Supplemental nutrients will be required unless the water contains P _{TOT} of 1-5 mg/l and N _{TOT} of 3-20 mg/l. pH = between 6 and 8 Min/Max Temperature = 59-99°F Total Chlorine < 3 ppm Cl Total Suspended Solids (TSS) < 10 ppm Total Dissolved Solids < 2,000 ppm COD < 100 ppm BOD < 30 ppm Hardness < 400 ppm as CaCO ₃ (at pH=2)	Accept	This clarification already meets the specifications.

Upon receiving the letter of intent to award the project to ECS Environmental Solutions (ECS) from the City of Twin Falls dated May 8, 2015, BioAir submitted a letter of protest on May 18, 2015. The objections presented by BioAir and the associated responses are outlined below.

Bio Air Solutions, LLC Objection	Response
ECS Environmental Solutions did not appear to include the required bid security.	A bid security check was included in the submittal.
ECS Environmental Solutions appeared to submit the List of Suppliers, Bidder Qualifications, and Legal Disclosure subsequent to the opening of the bid packages.	Submittal of subsequent information was allowed per <i>Bidding Requirements and Contract Documents, Section 00 21 14, Instruction to Bidders, 17.4</i> Buyer may conduct such investigations as Buyer deems necessary to establish responsibility, qualifications, and financial ability of Bidder.
The Bidder Qualifications list submitted by ECS Environmental Solutions included installations that were not projects awarded to ECS, but rather to a company by the name of Bay Products. Until 2011, ECS was a third-party fiberglass supplier to Bay Products. Bay Products was an odor control supplier who has since been sold to Enduro.	ECS submitted a list showing greater than five installations dated in 2010 or before. These references have been contacted and found that these systems were actually provided by Bay Products, as stated in the BioAir protest. It is unclear what ECS's involvement was on those projects, but it is likely that ECS strictly fabricated the FRP vessels for Bay Products. ECS believes they can claim that they supplied the systems, however, Bay Products would be considered the system supplier which includes the process performance and warranty as well as other ancillary equipment.

Without inclusion of the projects provided by Bay Products, ECS cannot demonstrate having provided five odor control systems similar to what is specified that have been in operation for five years as required in the contract documents.

Given the incomplete, non-responsive, and conditional nature of the bids and the failure to award the project within the time specified in the Bidding Documents, it is recommended that the project be re-bid.

Sincerely,

CH2M HILL

Stacey Lamer, P.E.
Project Manager



Public Meeting: **MONDAY June 22, 2015**

To: Honorable Mayor Hall and City Council

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

ITEM II-

Request: For the City Council to consider adoption of an **ORDINANCE** for a **Zoning Title Amendment** thereby amending Title 10, Chapter 12: Section 2.5(B)-regarding the timing for required improvements for Conveyance Plats to be as determined by City Council. c/o Bradford J. Wills (app. 2719)

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 April 27, 2015 the Commission held a public hearing on this request. The public hearing had no public comment. During the Commission deliberations there was stated some concern with removing the requirement for development under a conveyance plat and the vagueness of the amendment. Upon conclusion of deliberations Commissioner Woods made a motion to recommend approval of this request to the City Council, as presented. Commissioner Tatum seconded the motion. All members present voted in favor of the motion.

On May 26, 2015 the Council held a public hearing on this request. Upon conclusion of the City Council's deliberations the public hearing was opened. There was one person who had a question about the parks-in-lieu requirement and then the public hearing was closed

Upon conclusion of the public hearing Councilman Talkington made a motion to approve the Zoning Title Amendment as presented. The motion was seconded by Councilmember Lanting and roll call vote showed all members present voted in favor. The motion was unanimously approved.

Conclusion: :

As directed by the Council, staff has prepared an ordinance for your consideration.

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 TWIN FALLS CITY CODE §10-12-2.5(B) BY PERMITTING THE CITY COUNCIL TO REQUIRE CONSTRUCTION OF STREETS AND UTILITIES BEFORE DEVELOPMENT OF CONVEYANCE PLATS.

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

That Twin Falls City Code §10-12-2.5(B) is amended as follows:

“10-12-2-5: CONVEYANCE PLATS:

...

(B) Conveyance Plats: The applicant may request that the subdivision application be processed as conveyance plat if the following exist:

1. The proposed subdivision does not exceed two (2) lots.
2. ~~No part of the land will be used for land development.~~
2. ~~3.~~ To record the remainder of a tract created by the final platting of a portion of the property provided that the remainder is not intended for immediate development.
3. ~~4.~~ To record the subdivision of property into parcels that is not intended for immediate development. All public rights of way and easements shall be dedicated. The Council may require all ~~All~~ abutting streets and utilities to shall be installed and accepted by the city at the time of the building permitting and/or development stage, whichever comes first.
4. ~~5.~~ If either parcel develops or is built on, the City Council may require construction of street and utility improvements will be required on both parcels.”

PASSED BY THE CITY COUNCIL , 2015.

SIGNED BY THE MAYOR , 2015.

MAYOR

ATTEST:

DEPUTY CITY CLERK



Monday June 22, 2015
To: Mayor Hall and City Council
From: Renee V. Carraway-Johnson, Zoning & Development Manager

Request:

Discuss and seek input on the creation of a Comprehensive Plan update Technical Advisory Committee.

Time Estimate:

The presentation and discussion will take approximately 10 to 15 minutes.

Background:

At their May 11, 2015 meeting, the City Council approved a contract with Logan Simpson Design, Inc. to prepare a Comprehensive Plan update for the City. Staff has begun meeting with Logan Simpson to initiate this project. Logan Simpson has recommended that the City create a Technical Advisory Committee (TAC) made up of residents to help direct the plan update process.

Logan Simpson recommends that the TAC not be larger than 15 members. However, every TAC meeting will be notified as an open meeting where the public will be notified and encouraged to come and participate. Another recommendation about the TAC is that it be made up of representatives from stakeholder groups throughout the community, such as the school district, CSI, and the County.

Staff has discussed the TAC with the Mayor and the Chairman of the Planning & Zoning Commission, both groups that should have representation on the TAC. The Mayor has asked that Councilman Lanting and Councilwoman Mills-Sojka be part of the TAC. P&Z Chairman Frank has asked that Commissioners Munoz and Higley also be part of the TAC.

Staff also believes that members of the consultant selection committee should also be part of the TAC, because they have already provided valuable input and are committed to continuing to assist with the Comp Plan update. Those selection committee members include Kevin Dane, Brad Wills, and Kevin Mahler. With these seven potential committee members, staff recommends the following TAC membership:

1. Greg Lanting – City Council
2. Rebecca Mills-Sojka – City Council
3. Tato Munoz – P&Z
4. Ryan Higley – P&Z
5. Kevin Dane – City Resident
6. Kevin Mahler – City Resident
7. Brad Wills – Developer
8. _____ – Twin Falls County
9. _____ – City of Kimberly
10. _____ – CSI
11. _____ – Chamber of Commerce
12. _____ – School District
13. _____ – Realtor
14. _____ – Area of Impact Resident
15. _____ – St. Luke's, Idaho Power, Business Plus, SIEDO, Tourism, etc...

The first TAC meeting is likely to be held the week of July 6th. Since that is only two weeks away, staff recommends that the City reach out and recruit residents that represent these partner groups. Staff also recommends that the TAC members be officially appointed by the Council at either the June 29 or July 6 Council meeting. Although this plan does not provide a lot of time, staff has already received word from a hand full of individuals representing several of these partner groups that are interested in serving on the TAC.

Approval Process:

No approval is required. Discussion and feedback from the Council is all that is requested.

Budget Impact:

There is no significant budget impact associated with this request.

Regulatory Impact:

The Council's direction on this request will determine how the Technical Advisory Committee is established.

Conclusion:

Staff recommends that the Council discuss and provide feedback on the creation of the Comprehensive Plan update Technical Advisory Committee.

Attachments:

None



Public Hearing: **Monday June 22, 2015**

To: Honorable Mayor Hall and City Council

From: Jonathan Spendlove, Planner I

ITEM IV-

Request: Request for a **Zoning District Change and Zoning Map Amendment** from R-4 to C-1 for 2.4 (+/-) acres located at 1629 Locust Street North c/o Walt Hess on behalf of Christy J. Williams (app. 2727)

Time Estimate:

The applicant's presentation may take up to ten (10) minutes. Staff presentation will be approximately five (5) minutes.

Background:

Applicant:	Status: Owner	Size: 2.4 Acres
Christy J Williams 1198 Mountain View Dr Twin Falls, ID 83301 208-732-8388 Pasttimes4@cablone.net	Current Zoning: R-4	Requested Zoning: C-1
	Comprehensive Plan: Commercial/Retail	Lot Count: 1 parcel
	Existing Land Use: Single Family Residential	Proposed Land Use: Commercial/Retail
Representative:	Zoning Designations & Surrounding Land Use(s)	
Walt Hess 1411 Falls Ave E Suite 1000A Twin Falls, ID 83301 208-737-3939 walthess@gemstater Realty.com	North: Rex TV & Appliance C-1 PUD, Deseret Books and Harbor Freight Hardware Store	East: Locust St North; C-1 under the Eastpark PUD Agreement; Home Depot
	South: C-1, Undeveloped	West: C-1, UPS depot.
	Applicable Regulations: 10-1-4, 10-1-5, 10-4-5, 10-4-18, 10-14-1 through 9	

Approval Process:

At the conclusion of the Planning & Zoning Commission Public Hearing, the Planning Commissioners will be asked to make a recommendation on the requested zoning of the property. Their recommendation is automatically scheduled for a public hearing before the City Council for a decision on this request.

Budget Impact:

Approval of this request will have no significant impact on the City budget.

Regulatory Impact:

After a public hearing, approval by the City Council will allow an ordinance to be approved and codified, officially changing the zoning designation of the property.

History:

This parcel is part of the Eoff Tract, which was recorded around 1909. Over the years, surrounding properties and parcels have been rezoned and developed with commercial businesses.

In 1981 Twin Falls City adopted an amended Title 10; Zoning & Subdivision Regulations and amended the Area of Impact and Zoning Districts Map. It is assumed that the current zoning of the property was established at that time.

Analysis:

This is a request for a **Zoning District Change and Zoning Map Amendment** to rezone a single parcel from R-4; Residential Medium Density to C-1; Commercial Highway. The parcel, located at 1629 Locust Street North, is 2 +/- acres. There is an existing single family residence on the parcel.

The surrounding properties are all zoned C-1. Properties to the North, East and West are developed with commercial businesses. The property to the south is undeveloped. Locust Street North runs along the eastern boundary of the property as well.

Within the narrative the applicant has expressed that the rezone request stems from the desire to market and sell this property for commercial development. Under the current zoning designation of R-4, commercial-retail and/or professional service oriented businesses are not allowed.

The 2009 Comprehensive Plan and Future Land Use Map designated this portion of Locust Street North as appropriate for Commercial/Retail uses.

In reviewing a request for a Zoning District Change and Zoning Map Amendment the Commission has two (2) main tasks: 1- to determine whether the request is in conformance with the Comprehensive Plan and 2- to evaluate the request to determine the extent and nature of the amendment requested.

The Comprehensive Plan indicates this corridor as appropriate for commercial/retail uses.

On May 27, 2015 the Commission held a public hearing on this request. There was one person who spoke at the public portion who asked for clarification on where the property was located. She indicated she did not have any issues with the rezone request.

Upon conclusion of the public portion of the hearing the Commission held deliberations and concluded; 1- the request is in conformance with the Comprehensive Plan and 2- the extent and nature of changing the zoning of this property to C-1 would allow land development that would be compatible with and not detract from the surrounding area.

Commissioner Tatum made a motion to recommend approval of the request to the City Council, as presented. Commissioner Boyd seconded the motion. All members voted in favor of the motion.

Conclusion:

Staff concurs with the Commission's recommendation and recommends the request be granted as presented.

Attachments:

1. Letter of Request
2. Zoning Vicinity
3. Aerial Map
4. Comprehensive Plan – Future Land Use Map
5. Site Photos
6. Portion of the May 27th Commission meeting

CITY OF TWIN FALLS

ZONING DISTRICT CHANGE REQUEST

For
1629 Locust St. N.
Twin Falls, ID

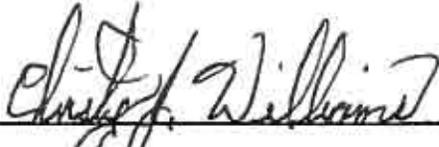
We are asking for a zone change so this property will conform with the neighboring properties.

This change will conform with the comprehensive plan.

This change is compatible with the neighbor's since all adjoining properties are already zoned C-1.

We are trying to sell this property. At this time do not have a buyer or user. There is an existing home on this property that a buyer may convert to a commercial use, but the likelihood is that this home will be relocated.

We feel any potential buyer will be asking for this rezone. We feel it will be beneficial to get that accomplished in advance.



PERSONAL REPRESENTATIVE

Christy J. Williams *By*

Margaret P. Williams aka Margaret L. Williams *ESTATE*

Zoning Vicinity Map

Reference Only



POLELINE RD E

C-1
C-1 Rex TV 212
C-1

R-4

Eastpark 213

C-1

BRIDGEVIEW BLVD

LOCUST ST N

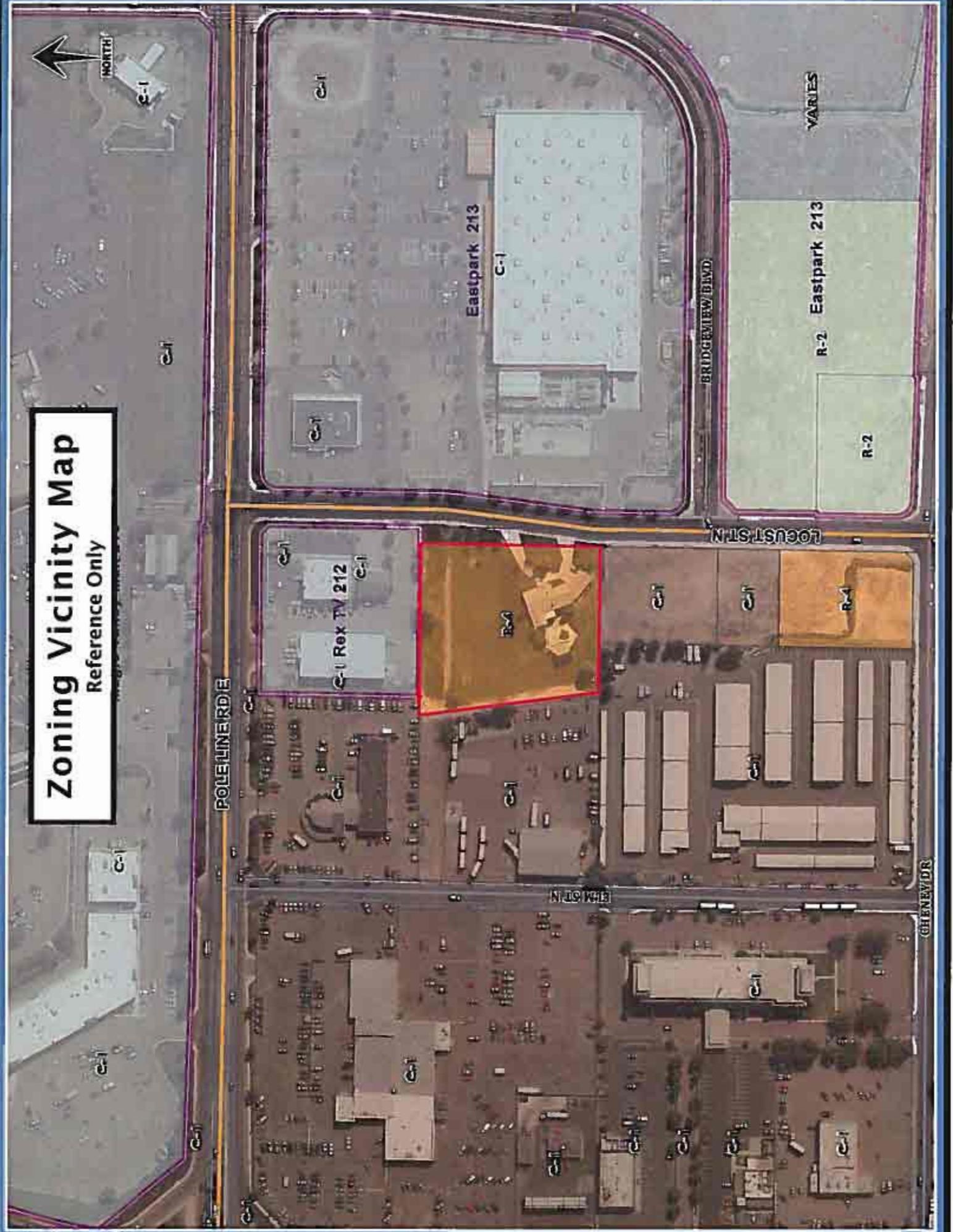
VARIES

R-2 Eastpark 213

R-2

ELM ST N

GHENEY DR



Aerial Photo Map
Reference Only



NORTH

1650 POLE

LOCUST STN

1667 LOCUS

1329 LOCUS

1310 POLE

1349 ELM S

1592 ELM S

POLELINE RD E



Future Land Use Map Reference Only

1673 LOCUS

HIDRICE

1414 POLE

1657 LOCUS

1310 POLE

Commercial/Retail Designation

1654 BLUE

1650 POLE

1629 LOCUS

1649 ELM'S

N 45 WTB

BRIDGEVIEW BVVD

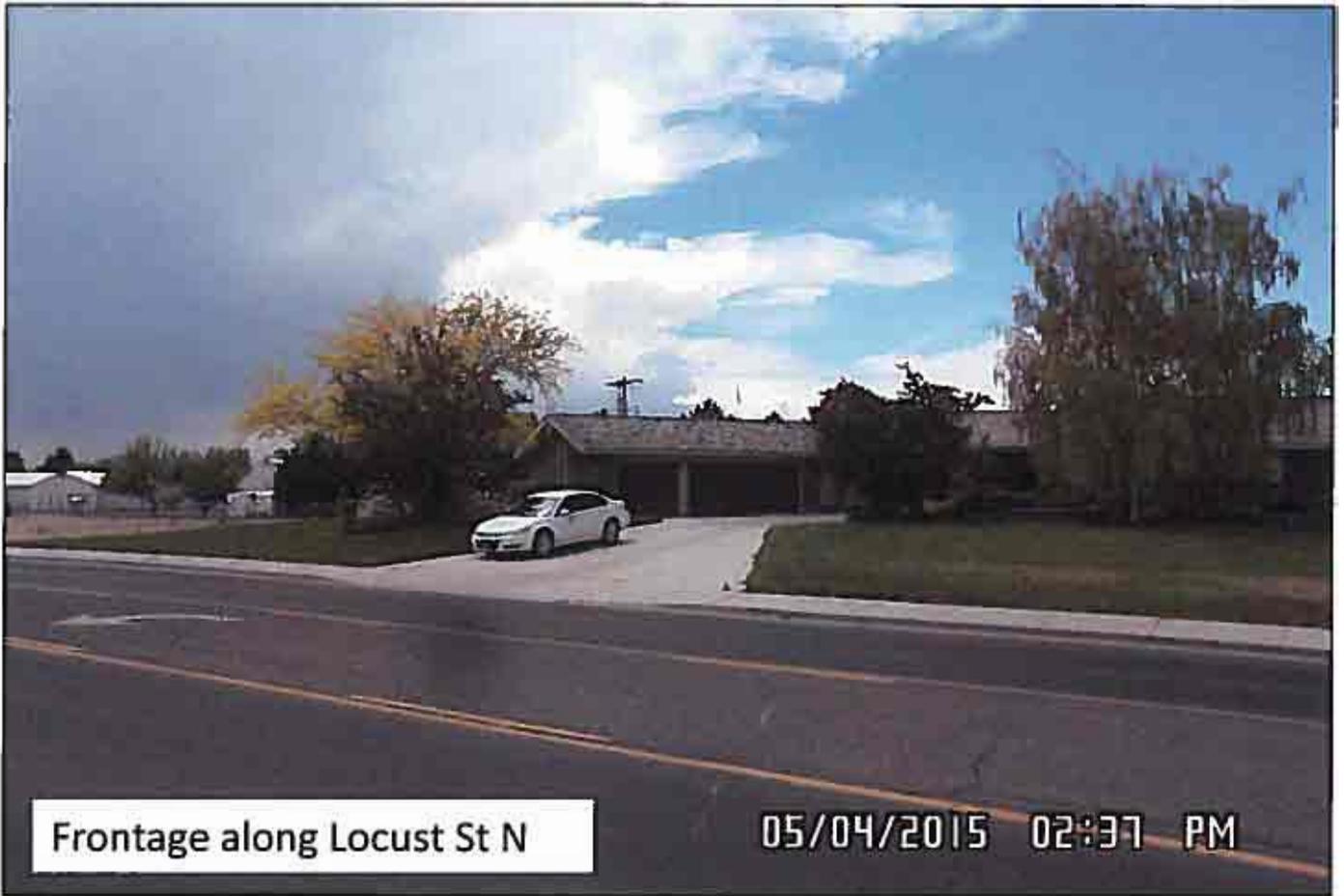
LOCUST ST N

Urban Village/Urban Infill Designation

1502 LOCUS

1592 ELM'S

1586 BLUE



Frontage along Locust St N

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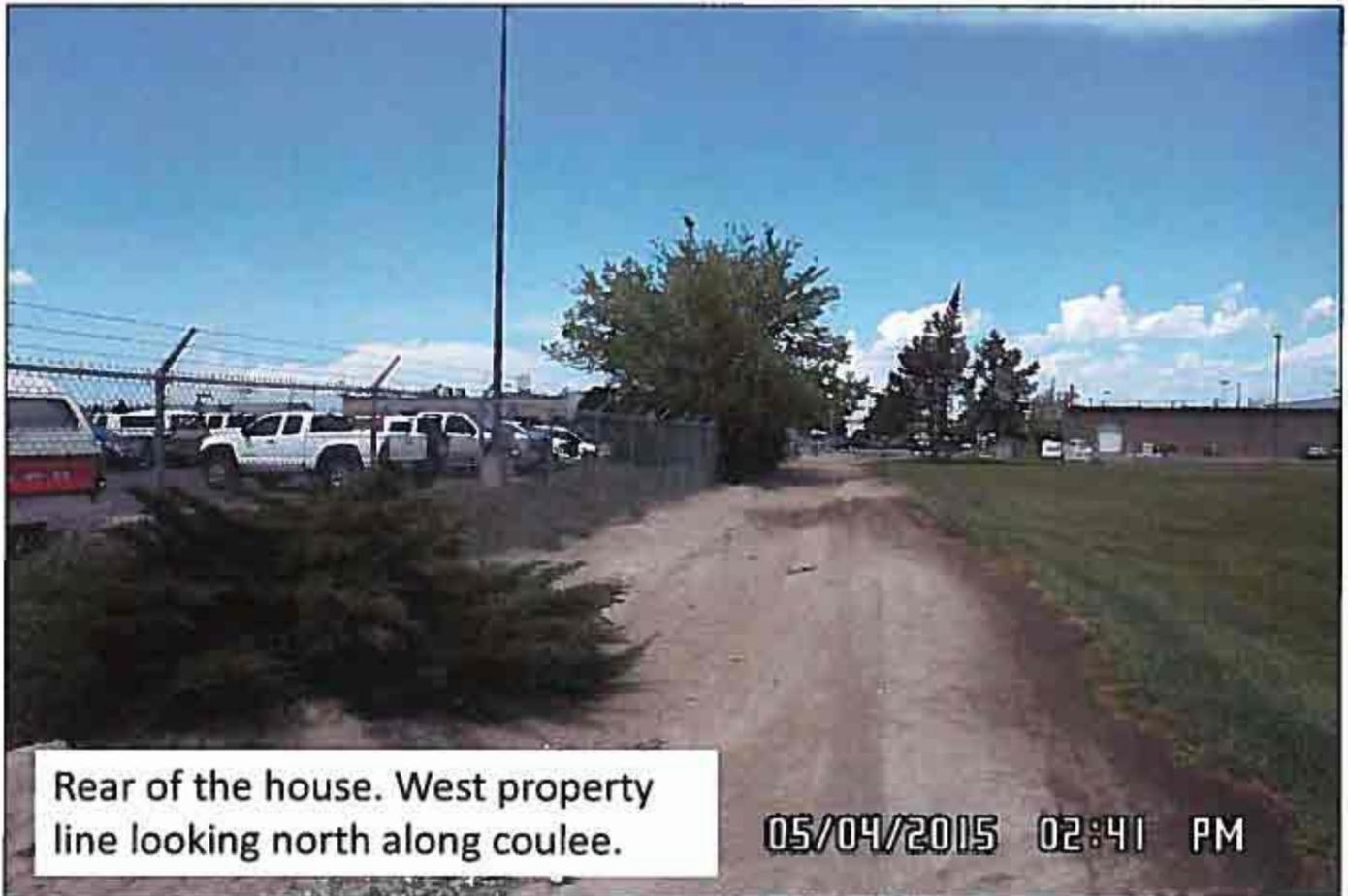
Frontage along Locust St N

05/04/2015 02:38 PM



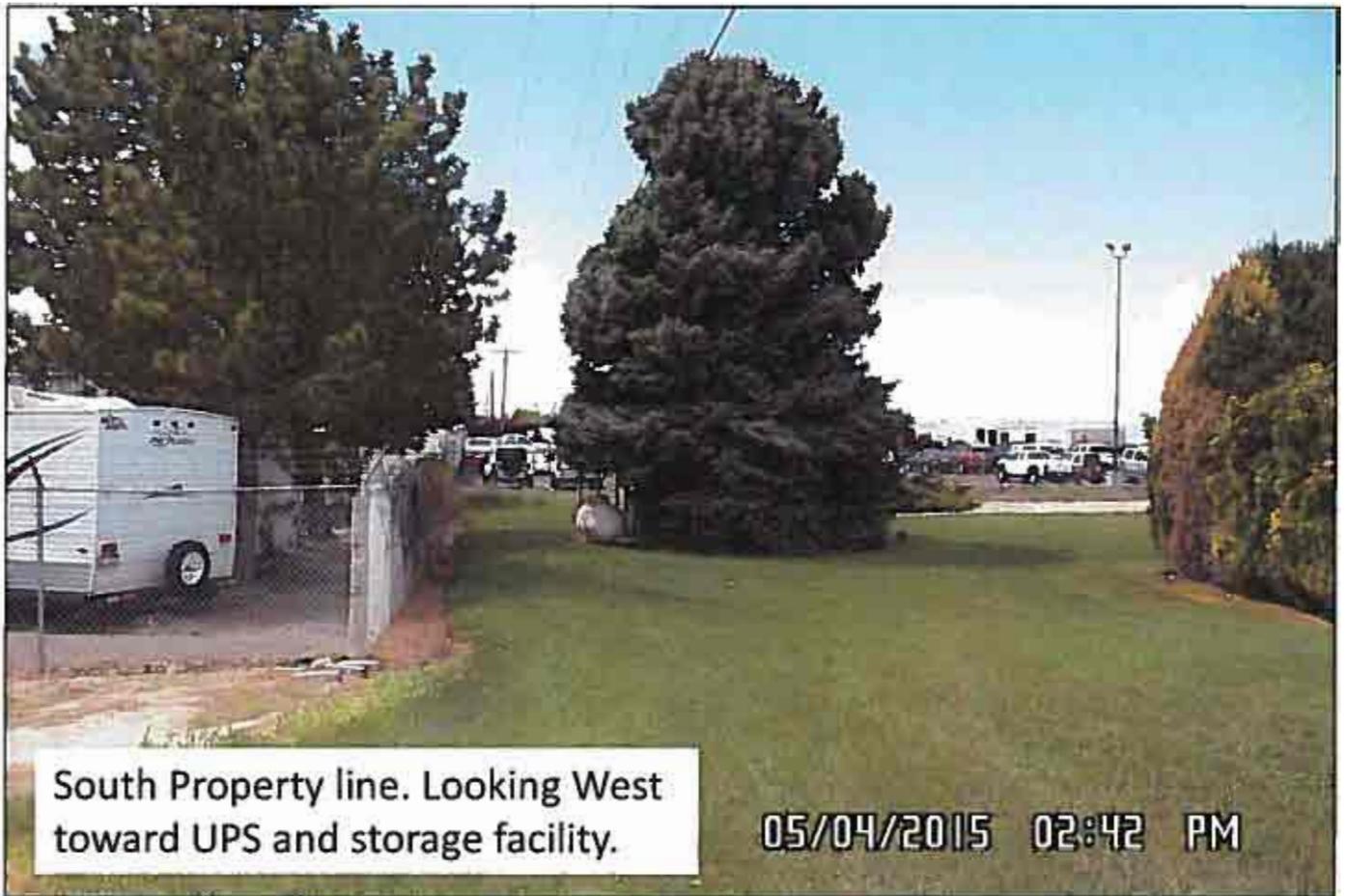
Area to the North of the House

05/04/2015 02:39 PM



Rear of the house. West property line looking north along coulee.

05/04/2015 02:41 PM



South Property line. Looking West toward UPS and storage facility.

05/04/2015 02:42 PM



Undeveloped land to the South.

05/04/2015 02:43 PM

4. Request for a Zoning District Change and Zoning Map Amendment from R-4 to C-1 for 2.4 (+/-) acres located at 1629 Locust Street North c/o Walt Hess on behalf of Christy J. Williams (app. 2727)

Applicant Presentation:

Walt Hess, representing the applicant, explained that this property used to be accessed by a private lane, and the city has grown up around it with the surrounding properties being zoned C-1. This request is to rezone the property from R-4 to C-1 zoning.

Staff Analysis:

Planner I Spendlove reviewed the request on the overhead and stated this parcel is part of the Eoff Tract, which was recorded around 1909. Over the years, surrounding properties and parcels have been rezoned and developed with commercial businesses. In 1981 Twin Falls City adopted an amended Title 10; Zoning & Subdivision Regulations and amended the Area of Impact and Zoning Districts Map. It is assumed that the current zoning of the property was established at that time.

This is a request for a Zoning District Change and Zoning Map Amendment to rezone a single parcel from R-4; Residential Medium Density to C-1; Commercial Highway. The parcel, located at 1629 Locust Street North, is 2 +/- acres. There is an existing single family residence on the parcel. The surrounding properties are all zoned C-1. Properties to the North, East and West are developed with commercial businesses. The property to the south is undeveloped. Locust Street North runs along the eastern boundary of the property as well.

The applicant has expressed in their narrative that the rezone request stems from the desire to market and sell this property for commercial development. Under the current zoning designation of R-4, commercial-retail and/or professional service oriented businesses are not allowed. The 2009 Comprehensive Plan and Future Land Use Map designated this portion of Locust Street North as appropriate for Commercial/Retail uses.

The Commission is asked to make a recommendation on this request which automatically is scheduled for a public hearing before the City Council. The Commission's recommendation may be to deny the request, approve the request as presented or they may table the request and ask that additional information be provided for their review.

Planner I Spendlove stated upon conclusion in order for the Commission to make a positive recommendation to the City Council the Commission must determine that 1- the request is in conformance with the Comprehensive Plan and 2- the extent and nature of changing the zoning of this property to C-1 would allow land development that would be compatible with and not detract from the surrounding area. If the Commission finds that items 1 & 2 listed above have been met, Staff proposes the Commission recommend approval of this request, as presented.

Public Hearing: Opened

- Latisha Hernandez, 1451 Locust Street North, asked for clarification about the location of the property that will be rezoned.
- Planner I Spendlove showed on the overhead the property that is part of this request.

Public Hearing: Closed

Deliberations Followed: Without Concerns

Motion:

Commissioner Tatum made a motion to recommend approval of the request to the City Council, as presented. Commissioner Boyd seconded the motion. All members voted in favor of the motion.

Recommended Approval to City Council, As Presented

City Council Public Hearing Is June 22, 2015



Public Hearing: **Monday June 22, 2015**

To: Honorable May Hall and City Council

From: Jonathan Spendlove, Planner I.

ITEM IV-

Request: Request for Annexation of 53.38 (+/-) acres located at the South East corner of 2700 East Road aka Sunway Drive North and North College Road West, extended. c/o Bradford J Wills on behalf of the Twin Falls School District (app. 2730)

Time Estimate:

The applicant's presentation may take up to ten (10) minutes. Staff presentation will be approximately five (5) minutes.

Background:

Applicant:	Status: Owner	Size: 53.38 Acres +/-
Twin Falls School District #411 201 Main Ave W Twin falls, ID 83301 208-733-6900	Current Zoning: SUI & R-1 VAR in Area of Impact	Requested Zoning: Annexation with the R-1 VAR Zoning Designation
	Comprehensive Plan: Agricultural	Lot Count: 2 Lots
	Existing Land Use: Sunway Soccer Fields, City Splash Park under development, Agricultural,	Proposed Land Use: Sunway Soccer Fields, City Splash Park, future Public Elementary School Site, Residential S/F Development
Representative:	Zoning Designations & Surrounding Land Use(s)	
Bradford J Wills 222 Shoshone St W Twin Falls, ID 83303-0346 208-734-4411 Bradwills2007@gmail.com	North: R-1 VAR Aol; Agricultural	East: R-1 VAR ; Farm/Agricultural – future phase of Sunterra Subdivision
	South: SUI Aol; Rice Subdivision- and Agricultural	West: 2700 East Road aka Sunway Drive North; SUI Aol; Residential & Agricultural uses
	Applicable Regulations: 10-1-4, 10-1-5, 10-4-2, 10-4-3, 10-15	

Approval Process:

§10-15-2: Annexation

The Commission shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard. The hearing shall not consider comments on annexation and shall be limited to the proposed plan and zoning changes. Following the Commission's hearing, the Council, prior to adoption, amendment or repeal of the plan or zoning ordinance, shall conduct at least one public hearing. Following the hearing of the council or immediately following the adoption of an ordinance of annexation, the Council shall amend the planning and zoning regulations as shall be found to be necessary.

Budget Impact:

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

Regulatory Impact:

A recommendation on the zoning of this site will allow the application to be scheduled for the City Council. Approval of this request will allow the applicant to annex the subject property into the City Limits.

History:

Since this property is in the Area of Impact, the current zoning designation would have been placed on the property with the action taken on the most recent Area of Impact Agreement between the City of Twin Falls and Twin Falls County which occurred in 2004.

On March 9, 2015 the City Council approved the Sunway Conveyance Plat creating a 2 lot subdivision of approximately 93 acres. On March 19, 2015, the Twin Falls County Commissioners approved the same conveyance plat as this property is in the Area of Impact.

Analysis:

This request is to annex 53 +/- acres with a zoning designation of SUI and R-1 VAR. The property is able to be considered for annexation as the eastern border of this site is adjacent to City Limits. Currently, the property is being utilized as agricultural farm land, the Sunway Soccer Complex, and the First Federal Park Splash Park. The applicant is requesting the current zoning designations to remain R-1 VAR and SUI as part of the annexation. However, the SUI zone is not appropriate for property within City Limits, and staff recommends the entire site be zoned R-1 VAR upon annexation. Please see attached maps for current and future zoning designations.

Since the School District acquired the property, the property's intended use was for potential expansion of the school district's facilities, including but not limited to a potential new school site. The School District and the City have an agreement to transfer ownership of the Sunway Complex to the City in the near future.

Staff recommended an R-1 VAR zoning designation would be appropriate for the entire 53 +/- acre site. This would be consistent with the zoning districts currently found within City Limits, as well as being closely aligned with the current zoning of the area. It would allow for future residential growth.

On May 27, 2015 the Commission held a public hearing on this request. There were two people who spoke at the public hearing. The concerns were about additional traffic upon development and the development time for North College Road. Upon conclusion of the public hearing the Commission held deliberations without concerns.

Commissioner Grey made a motion to recommend the R-1 VAR zoning designation for the entire 53 +/- acre site to the City Council, as presented. Commissioner Reid seconded the motion. All members present voted in favor of the motion.

Staff concurs with the Commission's recommendation and recommends the request be granted as presented.

Attachments:

1. Letter of Request
2. Zoning Vicinity Map
3. Aerial Photo and Boundary Map
4. Future Land Use Map
5. Site Photos
6. Portion of the May 27th P&Z minutes

Lot 1 Block 1 Sunway Conveyance Plat Annexation Request

Applicant:

April 27, 2015

Twin Falls School District # 411

201 Main St. West

Twin Falls, Idaho 83301

208-733-6900

Applicants Representative

Bradford J. Wills

222 Shoshone St. West

Twin Falls, Idaho 83303-0346

208-420-0314

Annexation request for Lot 1 Block 1 Sunway Conveyance Plat, County of Twin Falls

The history of the parcel is: On March 9, 2015, the Twin Falls City Council approved the Sunway Conveyance Plat consisting of two lots on 93 Acres +/- . A conveyance plat may be used when subdividing a parcel into two lots but does not constitute approval for development. This parcel is in the Area of Impact therefore the Twin Falls County approved the Conveyance Plat at their March 19, 2015 meeting.

The request is for an annexation into the Twin Falls City Limits of Lot 1 Block 1 Sunway Conveyance Plat at 53.38 acres owned by the Twin Falls School District # 411. This property is designated Open Space in the Comprehensive Plan on the portion under lease by the City of Twin Falls and used as the Sunway Soccer Complex and the remaining portion is designated Medium Density Residential. This request is for annexation with the existing land use designations.

To the south of this property are agricultural land and the Bradshaw Subdivision, to the west and north is agricultural land and to the east are the Perrine Point Subdivision Final Plat and future final phases of Sunterra Subdivision.

Following annexation, the Twin Falls School District will subdivide Lot 1 Block 1 Sunway Conveyance Plat to create a two lot subdivision retaining a 12.49 acre parcel for a future elementary school and transferring ownership of the remaining 40.89 acre parcel to the City of Twin Falls per our earlier agreement.

This annexation is compatible with the development in the surrounding area. The lot is inside the City of Twin Falls Water Boundary.

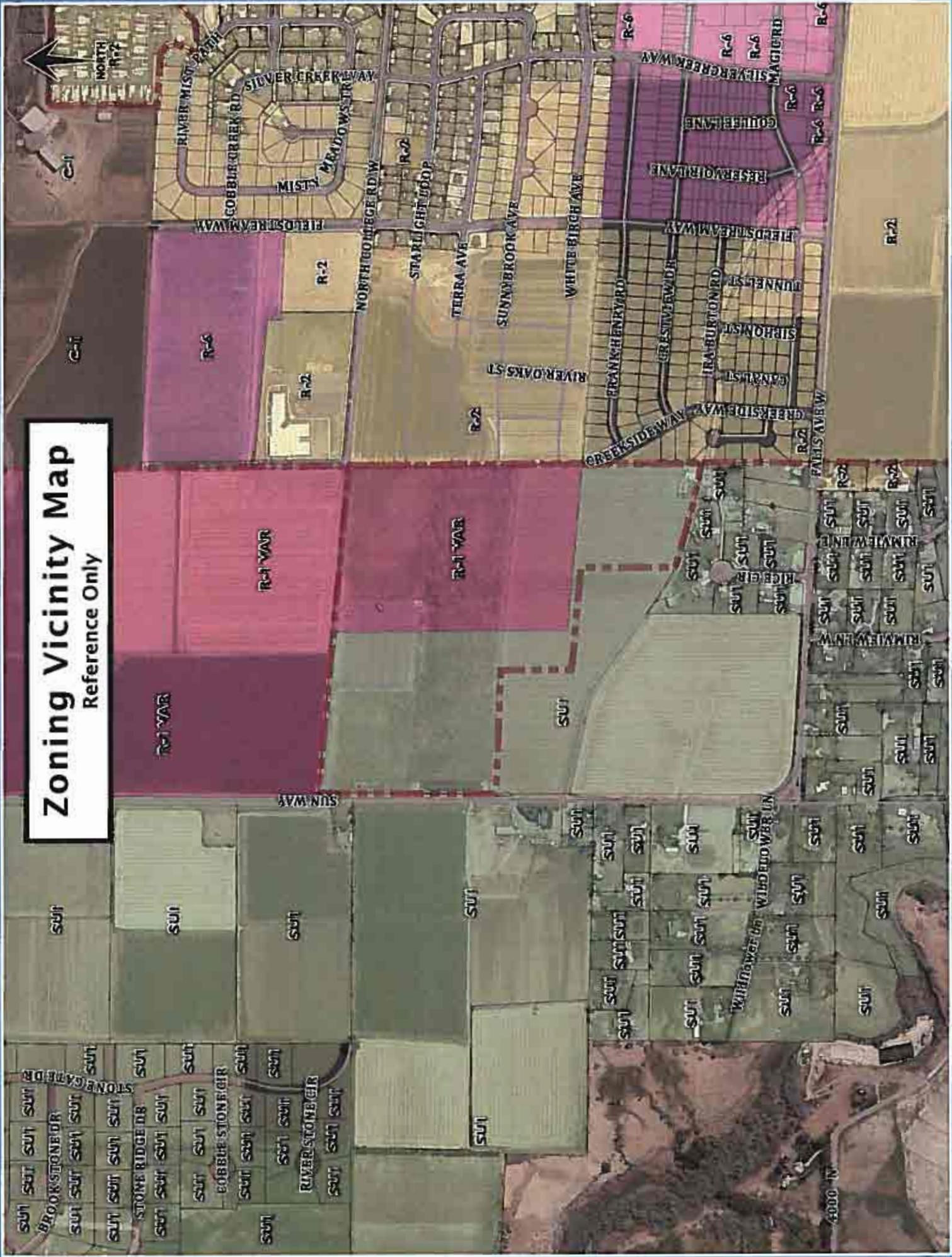
At the intersection of North College Road West and Creekside Way, there is an existing 12" water line, a 6" pressurized irrigation line, and an 8" sewer line terminating to the west and south directions.

This application consists of the following:

- | | |
|-----------|--|
| Exhibit A | Application Lot 1 Block 1 Sunway Conveyance Plat Annexation |
| Exhibit 1 | Copy of the Original Warranty Deed |
| Exhibit 2 | Notification listing of surrounding property owners within 600' radius |
| Exhibit 3 | Copy of the Conveyance Plat showing Lot 1 Block 1 Sunway Conv. Plat |
| Exhibit 4 | Surrounding Area Information |
| Exhibit 5 | Water Boundary, City Limits and City Public Utility Services |
| Exhibit 6 | Comprehensive Plan and Zoning Plan Overlay |

Zoning Vicinity Map

Reference Only



Future Land Use Map

Reference Only

Urban Village/Urban Infill Designation

Open Space Designation

Medium Density Designation



NORTH

RIVERCREST PATH

COBBLE CREEK RD

MISTY M

WADDOGS TRU

ELEOSTEAM WAY

NORTH COLLEGE RD W

STARRIGHT LOOP

TERRA AVE

SUNNYSIDE AVE

WHITE BIRCH AVE

RIVERCREEK ST

WESTWING WAY

FRANK HENRY RD

GREENSBIDE WAY

GRESHAM DR

IRA BURTON RD

TUNNEL ST

STUBBINS ST

CANNON ST

LEAGARD

GREENSBIDE WAY

FAIRBANKS AVE W

COLLEGE LANE

RESERVOIR LANE

ELEOSTEAM WAY

RICE CIR

SUNWAY

STONE GATE DR

WILLOW LN WINDFLOWER LN

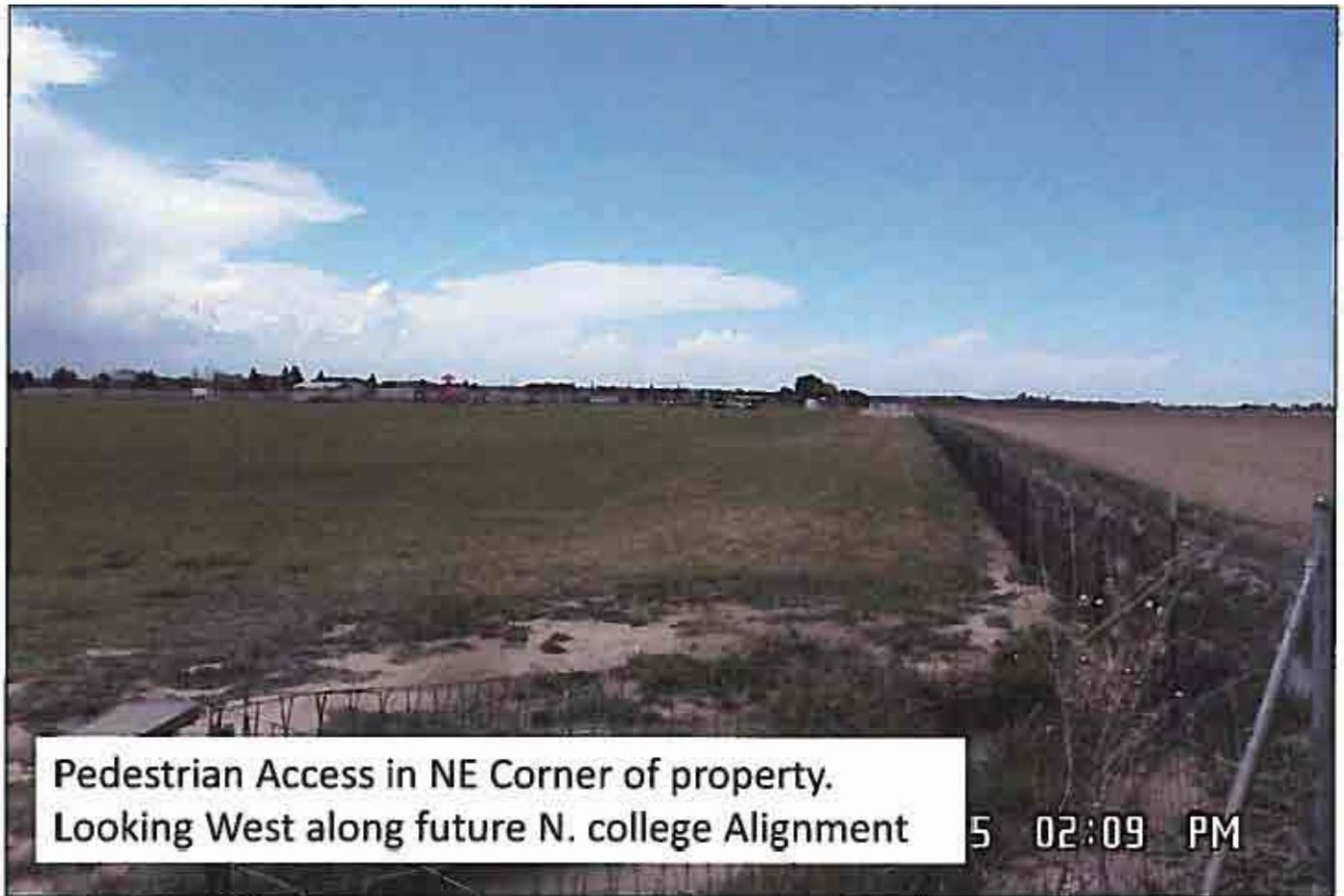


05/04/2015 02:04 PM



From the entrance off
Sunway Road, looking East.

05/04/2015 02:05 PM



Pedestrian Access in NE Corner of property.
Looking West along future N. college Alignment

5 02:09 PM



Looking South from NE
Corner of property.

05/04/2015 02:09 PM



Looking South from East property line. 05/04/2015 02:11 PM



Looking West toward new First Fed Park area. From East property line. 05/04/2015 02:11 PM

5. Recommendation on the Zoning Designation for a request to Annex 53.38 (+/-) acres located at the SE corner of 2700 East Road aka Sunway Drive North and North College Road West, extended. c/o Bradford J Wills on behalf of the Twin Falls School District (app. 2730)

Applicant Presentation:

Brad Will, representing the applicant, explained he is to request annexation with and R-1 VAR zoning designation.

Staff Analysis:

Since this property is in the Area of Impact, the current zoning designation would have been placed on the property with the action taken on the most recent Area of Impact Agreement between the City of Twin Falls and Twin Falls County which occurred in 2004.

On March 9, 2015 the City Council approved the Sunway Conveyance Plat creating a 2 lot subdivision of approximately 93 acres. On March 19, 2015, the Twin Falls County Commissioners approved the same conveyance plat as this property is in the Area of Impact.

This request is to annex 53 +/- acres with a zoning designation of R-1 VAR and SUI. Currently, the property is being utilized as agricultural farm land, the Sunway Soccer Complex, and First Federal Park. The applicant is requesting the current zoning designations to remain R-1 VAR and SUI as part of the annexation. However, the SUI zone is not appropriate for property within City Limits, and staff will recommend the entire site be zoned R-1 VAR upon annexation. Please see attached maps for current and future zoning designations.

Twin Falls City Code sections 10-15-1 and 10-15-2 require a hearing and recommendations from the Commission on planning and zoning designations for areas proposed to be annexed.

Section 10-15-2(A) states: "The Commission hearing shall not consider comments on annexation and shall be limited to the proposed development plan and zoning changes." The City Council shall then hold an additional public hearing to determine whether the designated area should be annexed and if so what the zoning designation shall be. If approved, an ordinance is prepared and at a later public meeting is adopted by the City Council. Once the ordinance is published the published ordinance is sent to the State and the official zoning map is officially amended.

Since the School District acquired the property, the property's intended use was for potential expansion of the school district's facilities, including but not limited to a potential new school site. The School District and the City have an agreement to transfer ownership of the Sunway Complex to the City in the near future.

Staff recommends an R-1 VAR zoning designation would be appropriate for the entire 53 +/- acre site. This would be consistent with the zoning districts currently found within City Limits, as well as being closely aligned with the current zoning of the area. It would allow for future residential growth.

Planner I Spendlove stated upon conclusion should the Commission find the R-1 VAR Zoning designation appropriate, they should forward a positive recommendation to the City Council that the entire 53 +/- acre site have an R-1 VAR zoning designation.

Public Hearing: Opened

- Dan Degell, 875 Rimview Lane West, stated he lives south of the soccer fields stated he is not opposed to the annexation, they have seen quite a bit of traffic that has not been too bad however he can see the need for a light at some point along Grandview and Falls Avenue West as some point. He asked about the development of North College Road.
- Sherry McGalister, 1651 Sunway Drive North, asked about the North College Road extension. If this is annexed into the city limits where does the county and city jurisdiction begin and end, and how will that impact speed limits along Sunway Drive.
- Assistant City Engineer Vitek stated North College Road will eventually be going through and it is not in the current budget, but it is being discussed and the City would be responsible for building the road. As for the speed limits, the City guidelines would apply in this area.
- Planner I Spendlove explained that the City has jurisdiction over the development of the property and zoning. Anything that happens to this property will require multiple hearings before something could move forward.

Public Hearing: Closed

Deliberations Followed: Without Concerns

Motion:

Commissioner Grey made a motion to recommend approval to the City Council, as presented. Commissioner Reid seconded the motion. All members present voted in favor of the motion.

Recommended Approval To City Council, As Presented

City Council Public Hearing Is June 22, 2015