

COUNCIL MEMBERS:

LANCE CLOW	TRIP CRAIG	DON HALL	DAVID E. JOHNSON	WILLIAM A. KEZELE	GREG LANTING	REBECCA MILLS SOJKA
<i>Mayor</i>			<i>Vice Mayor</i>			



AGENDA
Meeting of the Twin Falls City Council
August 15, 2011
City Council Chambers
305 3rd Avenue East Twin Falls, Idaho

5:00 P.M.

PLEDGE OF ALLEGIANCE TO THE FLAG
CONFIRMATION OF QUORUM
INTRODUCTION OF STAFF
CONSIDERATION OF THE AMENDMENTS TO THE AGENDA:
PROCLAMATIONS: None.

AGENDA ITEMS	Purpose	By:
I. <u>CONSENT CALENDAR:</u> 1. Consideration of accounts payable for August 9 – August 15, 2011. 2. Consideration of the August 1 and August 8, 2011 Council Minutes. 3. Consideration of a request to authorize the Mayor and City Manager to execute the right-of-way agreement for Parcel Number 42 of the Washington St. N Phase III project, Key 08469. 4. Consideration of a request by Debbie Urrutia, owner of The Cove, to approve the fourth annual "The Cove Camp Out" in remembrance of Charlotte Meyers to be held on Saturday, September 10, 2011. 5. Consideration of a request to approve the Special Events Application submitted by the Perrine Bridge Festival (Non-Profit)-Saint Luke's Magic Valley Foundation for the annual Perrine Bridge Festival to be held on Saturday, September 10, 2011, from 7:00 a.m. until 4:00 p.m. 6. Consideration of a request to approve the Twin Falls High School Homecoming Parade to be held on Thursday, September 22, 2011, at 4:00 p.m. The parade will be held on Main Avenue.	<u>Action</u>	<u>Staff Report</u> Sharon Bryan L. Sanchez Troy Vitek Dennis Pullin Dennis Pullin Dennis Pullin
II. <u>ITEMS FOR CONSIDERATION:</u> 1. Presentation of the Twin Falls Area Chamber of Commerce Business is Blooming Industrial Division Award to Gem State Paper located at 1801 Highland Avenue East. 2. Consideration of a request by Grace Silva of the Folclorico Filhos de Portugal (Sons of Portugal) Group for approval of Twin Falls' First Portuguese Folklore Festival to be held at the City Park on Saturday, September 3, 2011. 3. Consideration of a Concession Agreement with the YMCA of Twin Falls for the professional management and operational oversight of the Twin Falls Swimming Pool, effective September 1, 2011. 4. Consideration and presentation of Twin Falls City Long Term Planning Document. 5. Consideration of a request to select Trojan Technologies as the equipment supplier for the Twin Falls Wastewater Treatment Plant UV System Improvements Project. The initial equipment cost is \$480,200. 6. Consideration of a request to award a contract for Eastland: Bowlin to Cheney Dr. Roadway Reconstruction to Gordon Paving Inc. in the amount of \$424,187.35. 7. Public input and/or items from the City Manager and City Council.	Presentation Action Action Action Action Action	Chamber of Commerce Dennis Pullin Dennis Bowyer Brandi Turnipseed/ Chairman Mike Trabert Jacqueline Fields
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u> 6:00 – None. 1. Public Hearing on the FY 2011-2012 Preliminary Budget.	Public Hearing	Travis Rothweiler

Agenda

August 15, 2011

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V. **ADJOURNMENT** :

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

Twin Falls City Council-Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor shall review the public hearing procedures.
 2. Individuals wishing to testify or speak before the City Council shall wait to be recognized by the Mayor, approach the microphone/podium, state their name and address, then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the City Clerk. The City Clerk shall make an audio recording of the Public Hearing.
 3. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
 - A complete explanation and description of the request.
 - Why the request is being made.
 - Location of the Property.
 - Impacts on the surrounding properties and efforts to mitigate those impacts.Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor.
 4. A City Staff Report shall summarize the application and history of the request.
 - The City Council may ask questions of staff or the applicant pertaining to the request.
 5. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor may limit public testimony to no less than two minutes per person.
 - Five or more individuals, having received personal public notice of the application under consideration, may select by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the mayor. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, shall be either read into the record or displayed to the public on the overhead projector.
 - Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
 6. Following the Public Testimony and Applicant's response, the hearing shall continue. The City Council, as recognized by the Mayor, shall be allowed to question the Applicant, Staff or anyone who has testified. The Mayor may again establish time limits.
 7. The Mayor shall close the Public Hearing. The City Council shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.
- * Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Mayor.



Date: August 15, 2011
To: Honorable Mayor and City Council
From: Jacqueline D. Fields, P.E., City Engineer

Consent Request:

Consideration of a request to authorize the Mayor and City Manager to execute the right-of-way agreement for Parcel Number 42 of the Washington St. N Phase III project, Key 08469.

Time Estimate:

n/a

Background:

Washington St. North Phase III is a federal aid road widening project bounded by Filer Avenue and Pole Line Road. Parcel 42 is owned by Mitch Campbell and is located north of Wirsching, near a storage unit business. The acquisition of Parcel 42 includes 1,648.99 square feet of right of way, 485 sf of temporary easement for construction and Improvements within the requirement for a total of \$51,750.00. Negotiations were concluded under threat of condemnation.

Mr. Campbell originally signed the documents and City Council approved the acquisition on November 9, 2009. Mr. Campbell voided the agreements prior to recordation and City resumed negotiations under threat of condemnation. Currently, Mr. Campbell's attorney indicates that these agreements are acceptable to their client.

Approval Process:

City Code 10-16-1(G) through (I) requires that a petition for dedication of right of way by made to the Council. The Council may approve, deny or modify the petition.

Budget Impact:

ITD has obligated \$751,000 towards right of way acquisition. Any overage is accommodated out of other project funds.

Regulatory Impact:

Conclusion:

Engineering recommends that the Council approve the request as presented.

Attachments:

1. Purchase Agreement for Parcels 42
2. Parcel 42 Legal and RW Drawing

Project Name: Washington Street North
County of Twin Falls
Project No. STP-7072(101), Key No. 8469
Parcel No.42

PURCHASE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2011 between **City of Twin Falls**, Idaho through its authorized representatives, herein called "CITY" and **Mitch Campbell and Laura Campbell**, herein called "Seller."

NOW THEREFORE, for good and sufficient consideration, IT IS AGREED:

1. **Sale and Purchase.** Seller agrees to sell and CITY agrees to purchase a right-of-way, together with all improvements, damages, and permanent easements, if any, associated therewith. The street address and the legal description of the right-of-way property, improvements and damages purchased is attached hereto as Exhibit A (the "Property").

2. **Payment.** In consideration for the purchase of the Property, CITY shall pay to Seller or Seller's lien holders, if any, the purchase price set out on Exhibit B attached hereto (the "Just Compensation"). The Just Compensation shall be paid to Seller upon Seller's execution and delivery to CITY of a notarized deed (the "Deed") in the form attached hereto as Exhibit C and easement (the "Easement") in the form attached hereto as Exhibit D reflecting the interest being sold. This agreement shall become effective upon acceptance and execution by Seller and the City of Twin Falls through its' authorized representative and City Council. Seller shall be notified and given copies of fully executed and dated documents.

3. **Temporary Construction Easement.** Seller will grant to CITY and its contractor(s) a temporary easement on, over, across, and through Seller's adjoining property for the purposes addressed in the Easement. This easement will terminate upon completion of the construction project.

4. **Possession.** Upon execution of this Agreement and the payment by CITY of the Just Compensation and receipt thereof by Seller, Seller hereby grants possession of the Property to CITY.

5. **Hazardous Materials.** Seller understands, acknowledges and agrees that this transaction is contingent upon the environmental condition of the subject property and a full and complete disclosure by Seller of any and all conditions or contamination on the subject property that does not or may not comply with local, state or Federal environmental laws, ordinances, rules, regulations and requirements (collectively, "Environmental Laws"), including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq. ("CERCLA"), Superfund Amendments and Reauthorization Act

Project Name: Washington Street North
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("SARA"), and applicable state and local laws and regulations adopted pursuant to either of the foregoing. Seller warrants that they have made a full and complete disclosure on attached Exhibit E of any and all such conditions or contamination of which Seller(s) has actual knowledge as of the date of execution of this Agreement. Seller further agrees to endorse such disclosure at the time of closing, updating the disclosure with conditions or contaminations discovered or learned by Seller(s) between the execution of this Agreement and closing. City acknowledges that Seller is not required to undertake any inspection or investigation of the subject property and disclosures are limited to those items of which Seller(s) is aware without any inspection or investigation or duty to do so. City may undertake any reasonable environmental assessment, inspection or investigation. If, in the sole and absolute discretion of the City, the condition of the subject property is unsuitable, City may terminate this Agreement any time prior to payment of the Just Compensation but in any event no later than August 31, 2011.

6. Taking and Condemnation. All parties hereto agree that Seller is not freely offering to sell the subject property and no transfer would occur absent the City's right of eminent domain and condemnation. In discussion with the City attorney it is clear that absent a voluntary transfer the City would exercise its rights under eminent domain and seize Seller's property. Therefore this transfer shall be considered a condemnation and taking of Seller's property. Selling price shall be considered just compensation for damages as a result of said taking.

2

7. Entire Agreement. The parties have herein set out the whole of their agreement and the terms and conditions have been negotiated in good faith by both parties hereto. CITY's payment of the Just Compensation shall constitute the entire consideration for the sale of the Property and shall relieve CITY from any future claims or obligations on account of the location, grade, and/or construction of the proposed right-of-way, or any other damages of Seller related to CITY's purchase of the Property.

8. Binding Effect. *This contract shall be binding when executed by the Seller and CITY's authorized representative.*

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

CITY OF TWIN FALLS

SELLER:

Don Hall, Mayor

Mitch Campbell

1216461-2

Project Name: Washington Street North
County of Twin Falls
Project No. STP-7072(101), Key No. 8469
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Travis Rothweiler, City Manager

Laura Campbel

Project Name: Washington Street North
County of Twin Falls
Project No. STP-7072(101), Key No. 8469
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EXHIBIT A

Street address: 659 Washington St. N, Twin Falls, Idaho

Legal description of purchased Property (Section 1 of the Agreement):

ATTACH LEGAL DESCRIPTION HERE

Project Name: Washington Street North
County of Twin Falls
Project No. STP-7072(101), Key No. 8469
Parcel No.42

EXHIBIT B

JUST COMPENSATION

1648.99 square feet of property	\$ 7,832.70
266.80 square feet of Temporary Easement	\$ 230.38
Improvements with requirement:	
Damages	\$43,686.92
Project will construct a 30 foot arterial approach instead of a residential approach at a location designated by the property owner prior to construction of the project.	
Total Just Compensation	<u>\$51,750.00</u>

CITY Initials: _____

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County of Twin Falls
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Parcel No.42

EXHIBIT C

(Reserved for Twin Falls County Recorder)

SPECIAL WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 2011,
Mitch Campbell and Laura Campbell, husband and wife, of 3502-A North 3000 East,
Twin Falls, Idaho 83301, the "GRANTOR", and **CITY OF TWIN FALLS**, a body politic
and corporate of the State of Idaho, by and through its MAYOR and CITY COUNCIL,
the "GRANTEE";

WITNESSETH:

FOR VALUE RECEIVED, the GRANTOR has conveyed, bargained and sold,
and does hereby bargain, sell, convey and confirm to the GRANTEE and its successors
and assigns forever, that certain real property situated in the COUNTY OF TWIN
FALLS, STATE OF IDAHO, more particularly described on Exhibit "A" attached hereto
and by this reference made a part hereof,

TOGETHER with any and singular the buildings, structures, improvements and fixtures
thereto, the tenements, hereditaments and appurtenances there unto belonging or in
any wise appertaining, the reversion and reversions, remainder and remainders, and
rents, issues and profits thereof (the "Premises") on or pertaining to the land described
in Exhibit "A".

SUBJECT TO general taxes and assessments for the current year which are not
yet due and payable, easements of record or obvious upon a physical inspection of the
Premises, and any recorded reservation of oil and/or mineral rights and covenants of
record.

Subject to those exceptions to title to which this conveyance is expressly made
subject and those made, suffered or done by the GRANTEE: (a) the GRANTOR
covenants to the GRANTEE, its successors and assigns, that GRANTOR is the owner
of said Premises and has the right and authority to convey the same to GRANTEE

Project Name: Washington Street North
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The current address of the GRANTEE is:

City of Twin Falls
P. O. Box 1907
Twin Falls, Idaho 83301

IN WITNESS WHEREOF, this SPECIAL WARRANTY DEED has been duly executed by the GRANTOR, the day, month and year herein first above written.

GRANTOR:

Mitch Campbell

Laura Campbell

STATE OF IDAHO)
) ss
County of TWIN FALLS)

On this ____ day of _____, 2011, before me, the undersigned Notary Public in and for the State of Idaho, personally appeared _____, known or proved to me to be the persons who executed the foregoing instrument, and acknowledged to me that they executed the same.

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

Notary Public for Idaho
Residing at: _____
My commission expires: _____

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EXHIBIT A TO SPECIAL WARRANTY DEED
LEGAL DESCRIPTION

Project Name: Washington Street North
County of Twin Falls
Project No. STP-7072(101), Key No. 8469
Parcel No.42

EXHIBIT D

THIS EASEMENT IS NOT TO BE RECORDED

Project Name: Washington Street North
County of Twin Falls
Project No. STP-7072(101), Key No. 8469
Parcel No. 42

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this _____ day of _____, 2011 **Mitch Campbell and Laura Campbell**, husband and wife, of 3502-A North 3000 East, Twin Falls, Idaho 83301, the "GRANTOR", and **CITY OF TWIN FALLS**, a body politic and corporate of the State of Idaho, hereinafter "CITY";

WITNESSETH:

FOR VALUE RECEIVED, and for the term and uses and on the terms and conditions hereinafter set forth, GRANTOR does hereby grant to CITY OF TWIN FALLS an easement (the "Easement") under, over, through and across that certain real property owned by GRANTOR situated in the COUNTY OF TWIN FALLS, STATE OF IDAHO more particularly described on Exhibit "A" and depicted on Exhibit "B" attached hereto and by this reference made a part hereof (the "Servient Estate").

9

This grant is made on the following terms:

1. Authorized Uses By CITY. CITY's use of the Easement granted herein shall be in connection with the construction and improvement of a highway on adjoining and abutting property owned by CITY municipally known as Washington Street North-Phase I (the "Dominant Estate"), for access and egress for equipment and vehicles, for construction, excavation, storage of earth and other materials thereon, for surveying, and for all other reasonable uses that are necessary, advisable or convenient to CITY in connection with such highway construction and improvement project, and for ingress and egress to and from the Dominant Estate.

2. Use by Others Under CITY. CITY's right to so use the Servient Estate during the term of the Easement shall extend to use by CITY, City Council, employees, contractors and agents.

3. Term. This Easement shall be for a term commencing on the date of the GRANTOR's execution of this Indenture and terminating on the completion of the highway construction and improvement project on the Dominant Estate. On the 1216461-2

Project Name: Washington Street North
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expiration of the term of this Easement, the rights and privileges granted to CITY hereunder shall cease and terminate and this Easement shall be null and void and of no further force and effect.

4. Indemnification. CITY hereby agrees to indemnify and hold GRANTOR harmless from and against any and all claims for loss, injury, death and damage caused by or arising out of the use of the Servient Estate by CITY, its City Council, employees, contractors and agents, hereunder, and including, without limitation, attorneys fees and costs that might be incurred by GRANTOR in defending any such claims. The terms of this Section 4 shall survive the termination of this Easement.

5. Restoration on Expiration of Term As provided on Exhibit "A" hereto, on the expiration of the term of this Easement the Servient Estate shall be restored by CITY, at its sole cost and expense, to at least as good a condition as existing on the date of this Indenture and a license to so restore and go upon the Servient Estate to accomplish such restoration is hereby granted subject to the terms of Section 4 herein.

6. Binding Effect. This Easement, and the covenants and agreements herein contained, shall, during the entire term hereof, be binding upon and inure to the benefit of (i) CITY AND GRANTOR, respectively, and their successors and assigns, and (ii) their respective interests in the Dominant and Servient Estates.

7. Appurtenant. The Easement herein granted is appurtenant to the Dominant Estate.

TO HAVE AND TO HOLD this Easement unto the CITY for the term herein above set forth.

GRANTOR covenants to CITY that CITY shall enjoy the quiet and peaceful possession of the Servient Estate throughout the term hereof; and, GRANTOR warrants to the CITY that GRANTOR is lawfully seized and possessed of the Servient Estate and has the right and authority to grant this Easement to CITY.

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IN WITNESS WHEREOF, this Temporary Construction Easement has been duly executed by the parties, the day, month and year herein first above written.

CITY OF TWIN FALLS

SELLER:

Travis Rothweiler, City Manager
City Of Twin Falls

Mitch Campbell

Laura Campbell

Project Name: Washington Street North
County of Twin Falls
Project No. STP-7072(101), Key No. 8469
Parcel No.42

EXHIBIT A TO TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION OF EASEMENT PROPERTY

ATTACH LEGAL DESCRIPTION OF EASEMENT PROPERTY

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EXHIBIT B TO TEMPORARY CONSTRUCTION EASEMENT

DEPICTION OF EASEMENT PROPERTY

Project Name: Washington Street North
County of Twin Falls
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EXHIBIT E

SELLER'S DISCLOSURE STATEMENT

Seller's disclosure of hazardous materials:

(1) Seller's disclosure:

_____ NONE KNOWN _____

Mitch Campbell

Laura Campbell

PROPERTY DESCRIPTION
WASHINGTON STREET NORTH RIGHT OF WAY
MITCH CAMPBELL
PARCEL 42: ID. No. 8469 L 42

A PORTION OF LOT 16
ORCHALARA SUBDIVISION
SE1/4NE1/4, SECTION 8
T. 10 S., R.17 E. B.M.
TWIN FALLS, COUNTY, IDAHO

F.A.P. No. STP-7072 (101)
KEY NO. 8469
Sta. 36+79.67 Lt. To Sta. 37+76.67 Lt.
RIGHT OF WAY PLAN
SHEET 5 OF 12

A PARCEL OF LAND FOR ROAD RIGHT OF WAY PURPOSES BEING GENERALLY DESCRIBED AS THE EAST 17.00 FEET OF PARCEL 42 ADJACENT TO AND ALONG WASHINGTON STREET NORTH IN LOT 16 OF THE ORCHALARA SUBDIVISION IN THE CITY OF TWIN FALLS, IDAHO ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN BOOK 1 OF PLATS AT PAGE 81, RECORDS OF TWIN FALLS COUNTY, IDAHO AND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 8, T.10 S., R. 17 E., B.M.; SAID CORNER BEING AT PROJECT STATION 26+99.04 AND LOCATED SOUTH 0° 04' 25" EAST, 2696.08 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 8 AT PROJECT STATION 53+95.12; THENCE ON A BEARING OF NORTH 0° 04' 25" WEST A DISTANCE OF 980.62 FEET ALONG THE EAST BOUNDARY OF SECTION 8 AND THE CENTERLINE OF WASHINGTON STREET NORTH TO CENTERLINE STATION 36+79.66; THENCE SOUTH 89° 56' 43" WEST, A DISTANCE OF 25.00 FEET TO THE EXISTING RIGHT OF WAY BOUNDARY OF WASHINGTON STREET NORTH AND THE SOUTHEAST CORNER OF PARCEL 42 AT CENTERLINE STATION 36+79.67; 25.00 FEET LEFT AND BEING THE REAL POINT OF BEGINNING;

THENCE FROM THIS REAL POINT OF BEGINNING AND ALONG THE SOUTH BOUNDARY OF PARCEL 42 ON BEARING OF SOUTH 89° 56' 43" WEST A DISTANCE OF 17.00 FEET TO CENTERLINE STATION 36+79.68; 42.00 FEET LEFT AND THE NEW WESTERLY RIGHT OF WAY BOUNDARY OF WASHINGTON STREET NORTH;

THENCE ALONG THE NEW WESTERLY RIGHT OF WAY BOUNDARY OF WASHINGTON STREET NORTH ON A BEARING OF NORTH 0° 04' 25" WEST A DISTANCE OF 97.00 FEET TO CENTERLINE STATION 37+76.68; 42.00 FEET LEFT AND THE NORTHERLY BOUNDARY OF PARCEL 42;

THENCE ALONG THE NORTHERLY BOUNDARY OF PARCEL 42 ON A BEARING OF NORTH 89° 56' 43" EAST A DISTANCE OF 17.00 FEET TO THE EXISTING RIGHT OF WAY BOUNDARY OF WASHINGTON STREET NORTH AND THE NORTHEAST CORNER OF PARCEL 42 AT CENTERLINE STATION 37+76.67; 25.00 FEET LEFT;

THENCE ALONG THE EXISTING RIGHT OF WAY BOUNDARY OF WASHINGTON STREET NORTH ON A BEARING OF SOUTH 0° 04' 25" EAST A DISTANCE OF 97.00 FEET TO THE REAL POINT OF BEGINNING.

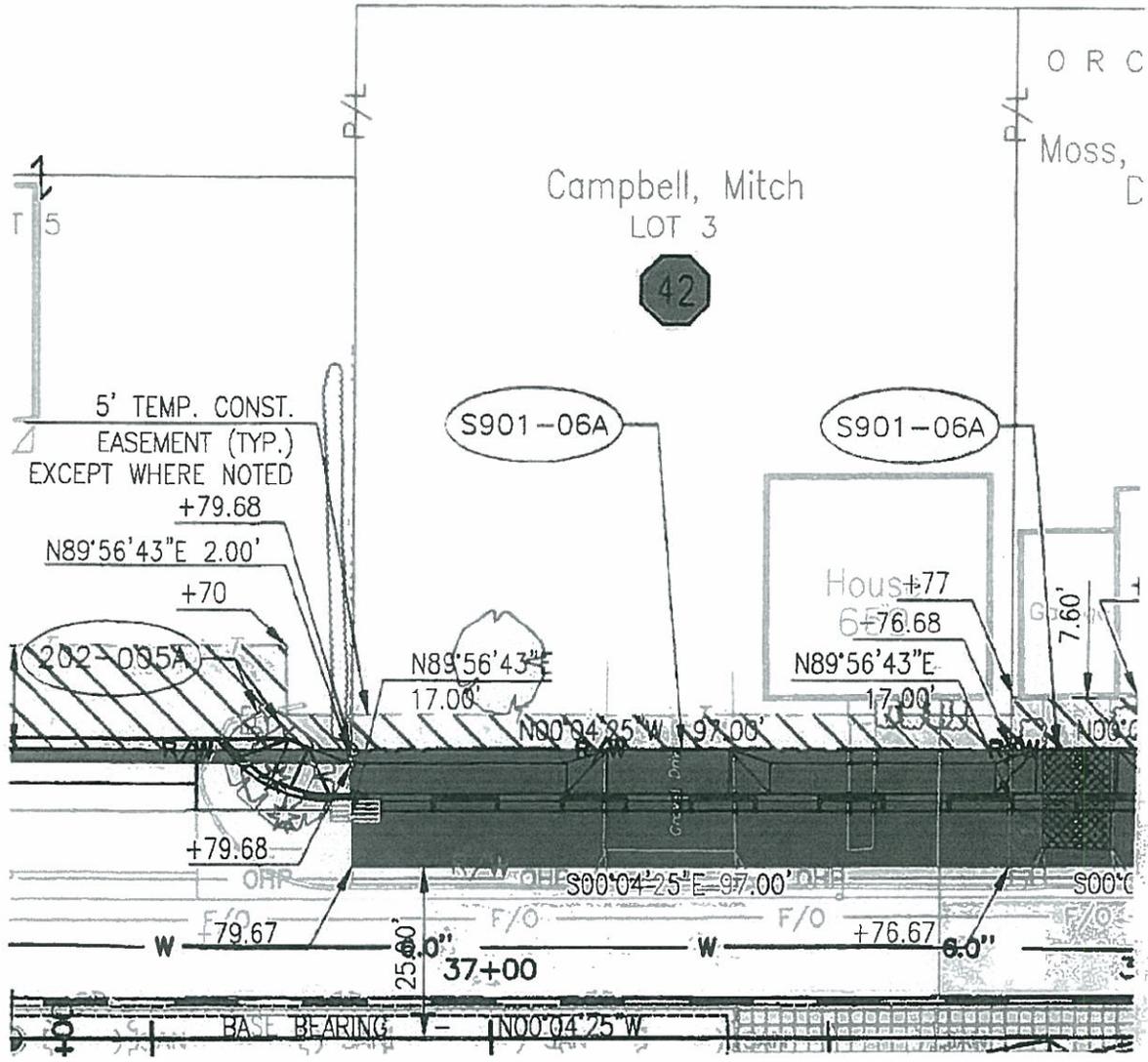
THE ABOVE DESCRIBED PARCEL No. 42 FROM PROJECT STATION 36+79.67 LEFT TO STATION 37+76.67 LEFT CONTAINS AN AREA 1648.99 SQUARE FEET.

(BASIS OF BEARINGS: SECTION LINE FROM THE EAST QUARTER CORNER OF SECTION 8 TO THE NORTHEAST CORNER OF SECTION 8 ALL IN T.10 S., R. 17 E., B.M., TWIN FALLS COUNTY, IDAHO. SAID SECTION LINE BEING ON A BEARING OF NORTH 0° 04'25" WEST

JANUARY 20, 2004



RIGHT OF WAY MAP





TWIN FALLS POLICE DEPARTMENT

356 3RD AVENUE EAST
P.O. BOX 3027
TWIN FALLS, ID 83303-3027

TELEPHONE: (208) 735-4357
FAX: (208) 733-0876
www.tfid.org

Date: Monday, August 15, 2011
To: Honorable Mayor and City Council
From: Staff Sergeant Dan McAtee

Request:

Consideration of a request by Debbie Urrutia, owner of The Cove, to approve the fourth annual "The Cove Camp Out" in remembrance of Charlotte Meyers to be held on Saturday, September 10, 2011.

Time Estimate:

Having had no calls for service requiring a Police response from the previous events, this item is being submitted for consideration on the Consent Calendar.

Background:

On September 10, 2011, a group of Cove patrons are planning to park their RVs and camp trailers in the parking lot at The Cove, 496 Addison Avenue West, commencing at 2:00 p.m. and concluding at 1:00 a.m. "The Cove Camp Out" is an annual remembrance of Charlotte Meyers at which patrons congregate in the parking lot on lawn chairs and enjoy a variety of foods, beverages and entertainment. IDs will be checked for those wishing to purchase alcohol. Several bands will be playing live music consecutively from 6:00 p.m. to 10:00 p.m. Between seven (7) and ten (10) RVs and camp trailers and eighty (80) to one hundred (100) people are expected to attend.

Ms. Urrutia has contacted various businesses and residents near The Cove so that the neighborhood is informed of this special event.

The Twin Falls Fire Department, Twin Falls Zoning and Development and various other City Departments have reviewed and approved the application.

Given the success of three previous similar events, Staff has approved security to be provided by Private Security.

Approval Process:

Consent of the Council.

Budget Impact:

The Council's approval of this request will not impact the City budget.

"People Serving People"

Agenda Item for August 15, 2011
From Staff Sergeant Dan McAtee
Page Two

Regulatory Impact:

Private Security will be providing security for this event

Conclusion:

Staff recommends approval of Ms. Urrutia's Special Event request with the proviso that, should the amplified music generate complaints from the neighborhood, the Patrol Supervisor will be advised to contact a representative from The Cove to have the volume decreased. If the noise complaints become habitual, the Patrol Supervisor shall be granted the authority to order the live music to be terminated.

Attachments:

1. Special Events Application
2. Site Map
3. The Cove Camp-out Proposal

DRM:aed



CITY OF TWIN FALLS
SPECIAL EVENTS APPLICATION

DATE OF EVENT: September 10, 2011

TIME OF EVENT: Start: 2:00 pm End: 1:00 am - food/beverage service

LOCATION OF EVENT (Include business name, if applicable): 3:00 pm 10:00 pm - live music

The Cove of Twin Falls, Parking Lot
496 Addison Ave W
Twin Falls, ID 83301

NUMBER OF PEOPLE IN ATTENDANCE: Approx 100 - 200

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

WILL ALCOHOL BE SERVED: Yes: X No:

HAS CATERING PERMIT BEEN SECURED Yes: No:
(If yes, attach copy of permit to application.) Not Required as Cove's parking lot is drawn into plan approved by state of Idaho.

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

NAME OF APPLICANT Debbie Urrutia
ADDRESS 496 Addison Ave W
HOME TELEPHONE 316-2978
BUSINESS PHONE 733-8443

OR

NAME OF RESPONSIBLE PARTY/CONTACT PERSON Aaron Gupton
ADDRESS 496 Addison Ave W
HOME PHONE 404-2306
BUSINESS PHONE 733-9844

City of Twin Falls Special Events Application
Page Two

DESCRIPTION OF EVENT:

Please See Attachment

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

Debbie Hunter
APPLICANT'S SIGNATURE

8-2-11
DATE

** EVENT APPLICATIONS MUST BE SUBMITTED NO LATER THAN 30
DAYS PRIOR TO THE EVENT OR THE PERMIT MAY BE DENIED.

Attachment: City of Twin Falls Special Events Ordinance 3-6-12

REVIEWED BY:

DeMott 08/08/11
Twin Falls Police Department

Approved Denied _____

[Signature]
Twin Falls Fire Department

Approved Denied _____

[Signature]
Parks & Recreation Department

Approved Denied _____

City Attorney

Approved _____ Denied _____

Building Department

Approved _____ Denied _____

Amber Reeder
Planning & Zoning

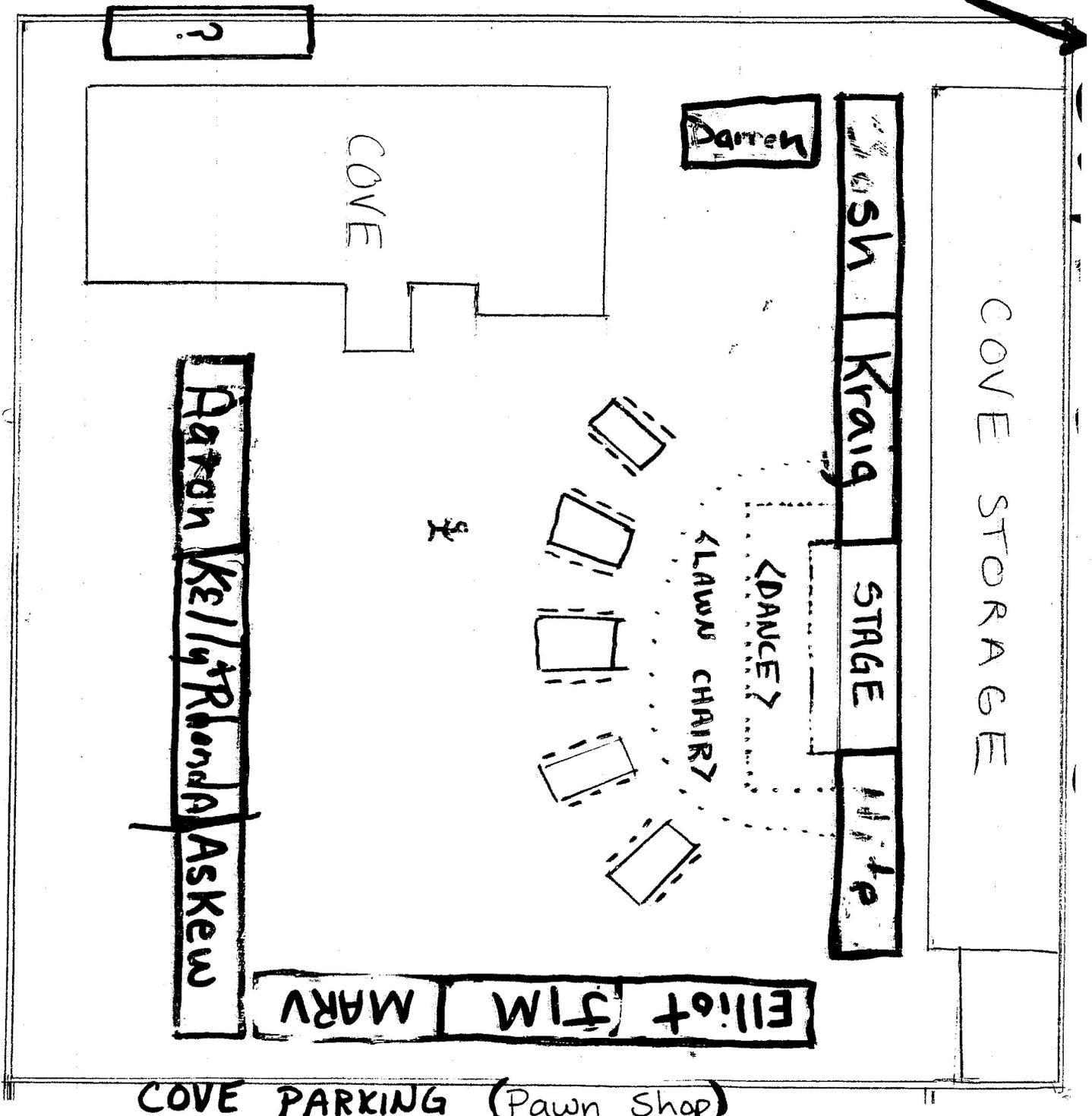
Approved Denied _____

URA [Signature]
-5

COVE PARKING (Car lot)

ROSE-STREET

COVE PARKING
130 ROSE ST.



COVE PARKING (Pawn Shop)



Cove Camp-Out Proposal:

Date: September 10, 2011

Time: 2:00PM to 1:00AM for serving of alcoholic beverages & food

3:00PM to 10:00PM for live music by local bands

RV'S and Campers to be removed by 8:00 pm on 9-11-10

Location: The Cove of Twin Falls, Parking Lot

496 Addison Ave W. / Twin Falls, ID 83301

Event Description:

In remembrance of Charlotte Meyers for her birthday, a group of Cove patrons are planning to park their RV's and Campers in the parking lot at The Cove. They will then congregate in lawn chairs and be served drinks from a portable bar located outside The Cove's side entrance, and food from inside the Cove kitchen. It will be called "The Cove's 5th Annual Camp-Out." Local bands will play music from 3:00PM to 10:00PM. We expect 7 – 10 RV's &/or Campers, and perhaps 90 or so people.

In honor of Charlotte Myers, a portion of proceeds from food, beverage, and CD sales will be donated to the Shriners. Last year we raised about \$500 for their childrens' hospitals.

Noise:

Music volume will stay at a reasonable level, and will cease at 10:00 pm, in accordance with city ordinance. In the event that the Police Department receives a complaint about the music volume, they may call Debbie Urrutia at 316-2978, or the Cove at 733-9844 and the volume will be adjusted. If further complaints are received, we understand that we may be asked to cease the music and are prepared to comply.

Serving of Beer, Wine, and Spirits:

The Cove's parking lot is drawn into the plan for liquor licensing approved by the State of Idaho. Twin Falls City also recognizes this location as "on site."

No minors shall be permitted inside the perimeter, which will be lined by Recreational Vehicles and Campers. Notices will be posted indicating the required age of persons entering the parking lot. Cove staff will check identification of all customers and issue hand stamps or wrist bands.

Public Safety:

The Cove will hire private security for this event.

Parking:

The Cove has secured the permission of Instant Auto Credit (a branch of Con Paulos) for the use of 30+ parking spaces for public use, and Snake River Pawn for the use of 20+ parking spaces for public use. The Cove will have available 5-10 spaces for public use in addition to the space reserved for RVs. The Cove owns the property directly behind the Cove Mini Storage, 120 Rose St, and it will be opened to allow approximately 10 people to park. We further have permission from Earl Larson at 148 Carney St. for Cove employees to park at his private residence. All of this parking is located North of Addison, so no patron will be required to cross the busy street.

**Attached is a copy of last year's parking lot map indicating where campers are parked and where parking is available to patrons who are not bringing an RV or camper.



TWIN FALLS POLICE DEPARTMENT

356 3RD AVENUE EAST
P.O. BOX 3027
TWIN FALLS, ID 83303-3027

TELEPHONE: (208) 735-4357
FAX: (208) 733-0876
www.tfid.org

Date: Monday, August 15, 2011
To: Honorable Mayor and City Council
From: Staff Sergeant Dennis Pullin

Request:

Consideration of a request to approve the Special Events Application submitted by the Perrine Bridge Festival (Non-Profit)-Saint Luke's Magic Valley Foundation for the annual Perrine Bridge Festival to be held on Saturday, September 10, 2011, from 7:00 a.m. until 4:00 p.m.

Time requested:

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

Background:

The Perrine Bridge Festival-St. Luke's Magic Valley Foundation have requested to hold their annual Perrine Bridge Festival fundraiser on Saturday, September 10, 2011, beginning at 10:00 a.m. and concluding at 9:00 p.m. This event will be held in a vacant lot just south of the Perrine Bridge Overlook/Visitor Center.

The Perrine Bridge Festival will be conducting kayak races at Centennial Park on Friday, September 9, 2011, from 6:00 p.m. to 9:00 p.m. This event will not affect Twin Falls City resources. The organizers have made arrangements with the Twin Falls County Sheriff's Office for this event.

This event will consist of distance runs/walks and a festival with a carnival-like atmosphere for children. There will be 5K, 10K and Kids' Fun Run events held in the same area as the festival. The event will begin with registration for the runners/walkers at 7:00 a.m. The runners and walkers will begin at 8:00 a.m. with staggered start times and will last until approximately 11:00 a.m.

There will be live music provided by an individual playing a guitar at the opening ceremony and again from 12:00 p.m. until 1:00 p.m. Alcohol will not be sold during the event.

Port-a-potties will be supplied by the event sponsors. The event sponsors will provide volunteers to clean up the area of all trash and garbage at the conclusion of the event. The event organizers have contacted all businesses in the area that will be affected by the event, obtaining their approval for the event.

The Kids' Fun Run will begin at the Visitor Center. The children will be crossing Fillmore Street at the beginning of the race and at the end of the race. The Twin Falls Police Department will be providing one Officer to assist with traffic control during this event. The Kids' Fun Run will begin at 10:00 a.m. and should last approximately 30 to 45 minutes. Volunteers from the festival will also be providing assistance.

"People Serving People"

The 5K and 10K Races will begin at the Visitor Center area at approximately 8:00 a.m. and should conclude by 9:30 a.m. Runners will travel along the walking trail to Fillmore Street. They will proceed in a southwest direction along Fillmore Street to the walking trail behind the Everton Mattress area and continue in a northwest direction toward Washington Street North. The 5K runners will turn around in the area of Canyon Crest and return to the Visitor Center along the same route. The 10K runners will continue along the trail all the way to Washington Street North. Runners will proceed west on Federation Road to Canyon Rim Drive, again traveling in a northwest direction to 4200 North Road for a short distance, where they will turn around and return to the Visitor Center/Overlook along the same route. Runners will not be crossing any busy streets and all runners will be required to obey all traffic and pedestrian laws. The event sponsors will also provide volunteers to assist runners along the routes.

There will be no Police Officers from the Twin Falls Police Department assisting with this event. The Twin Falls Police Department had no calls for service during this event in 2010.

Budget Impact:

N/A

Regulatory Impact:

N/A

Conclusion:

The Twin Falls Police Department Staff and relevant City Staff members have reviewed this special events application and recommend that the City Council approve the application submitted for the annual Perrine Bridge Festival to be held on September 10, 2011, based on the information provided.

Attachments:

N/A

DP:aed



TWIN FALLS POLICE DEPARTMENT

356 3RD AVENUE EAST
P.O. BOX 3027
TWIN FALLS, ID 83303-3027

TELEPHONE: (208) 735-4357
FAX: (208) 733-0876
www.tfid.org

Date: Monday, August 15, 2011
To: Honorable Mayor and City Council
From: Staff Sergeant Dennis Pullin

Request:

Consideration of a request to approve the Twin Falls High School Homecoming Parade to be held on Thursday, September 22, 2011, at 4:00 p.m. The parade will be held on Main Avenue.

Time Estimate:

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

Background:

The Twin Falls High School has completed a parade application for the Annual Homecoming Parade to be held on Thursday, September 22, 2011, from 4:00 p.m. to 5:30 p.m. The Police briefing will be held at 3:00 p.m. Main Avenue will be closed at 3:30 p.m. from Murtaugh Street to Castleford Street to allow for traffic flow patterns to adjust to the street closure. The parade will begin at 4:00 p.m. and should conclude between 5:00 p.m. and 5:30 p.m. Opening of the street should be completed by 6:00 p.m. The parade will begin in the area of Main Avenue and Castleford Street, in the area of the Magic Valley High School, and will travel eastbound on Main Avenue to Murtaugh Street where the parade will disperse.

Approval Process:

Consent by the Council.

Budget Impact:

Approval of this request will not impact the City budget.

Regulatory Impact:

N/A

Conclusion:

Relevant City Staff Members have met and approved the parade application. Twin Falls Police Department Staff Members have approved this parade and the utilization of Twin Falls Police Officers and non-sworn employees.

Attachments:

None

DP:aed

"People Serving People"



City of Twin Falls &
Twin Falls Area Chamber of Commerce

BUSINESS IS BLOOMING
Industrial Division
AWARD

Presented to

*Gem State Paper
1801 Highland Avenue East*

*The City of Twin Falls and the
Twin Falls Area
Chamber of Commerce recognize*

Gem State Paper

*as a community leader in the development and maintenance
of high quality, aesthetically pleasing commercial property landscaping.*

*This model showplace enhances the community appearance, encourages community
pride and is worthy of special attention by all who pass by.*

In witness whereof we have hereunto set our
hands and caused this seal to be affixed.

MAYOR: *Don Hall*

CHAMBER PRESIDENT: *Sharon A. Bailey*

DATE: *August 15, 2011*



TWIN FALLS POLICE DEPARTMENT

356 3RD AVENUE EAST
P.O. BOX 3027
TWIN FALLS, ID 83303-3027

TELEPHONE: (208) 735-4357
FAX: (208) 733-0876
www.tfid.org

Date: Monday, August 15, 2011
To: Honorable Mayor and City Council
From: Staff Sergeant Dan McAtee

Request:

Consideration of a request by Grace Silva of the Folclorico Filhos de Portugal (Sons of Portugal) Group for approval of Twin Falls' First Portuguese Folklore Festival to be held at the City Park on Saturday, September 3, 2011.

Time Estimate:

The presentation will take approximately five minutes. Ms. Grace Silva will be in attendance at the meeting.

Background:

Although this is the first time this Festival is being held in Twin Falls, this event has traditionally been held in California; this year's event is actually the 29th Annual Portuguese Folklore Festival.

The Portuguese Folklore Festival will commence at 1:30 p.m. on Saturday, September 3, 2011, in the City Park and Park Band Shell and will continue until 8:00 p.m. The event will include eight different groups that will perform traditional Portuguese dances and festivities from their native homeland and regions. While the majority of the event will be held at St. Edward's Catholic Parish Hall, dance performances will occur in the Band Shell. Traditional Portuguese food and other related items will be sold by vendors set up in the park; a beer garden will be established for the sale, service, and consumption of beer and wine during the performances. Identifications will be checked on anyone wishing to enter the beer garden and no one under the age of 21 will be granted entrance. Wristbands will be issued to those over 21 years of age and sales, service, and consumption of alcohol will be allowed solely within the beer garden.

The Festival will begin with a procession of the various groups across the Band Shell Stage, the American and Portuguese National Anthems played, and a blessing given. Following the Festival performances and activities, the group will return to St. Edward's Parish Hall for a dance.

Ms. Silva anticipates between 200 and 350 attendees at the event and has procured the services of two off-duty, City of Wendell Police Officers to provide security for the Festival.

Approval Process:

Consent of the Council.

"People Serving People"

Budget Impact:

This event will generate no budgetary impact for the City of Twin Falls.

Regulatory Impact:

Approval of this request will allow the applicant to proceed with the event as scheduled. While this is a first for the City of Twin Falls and the local Festival organizers, Ms. Silva has made arrangements to have two Wendell City Police Officers at the park.

Conclusion:

Staff recommends that the City Council approve the *Special Events Application* submitted for the 29th (Twin Falls' First) Annual Portuguese Folklore Festival. Based on the information provided, it is believed to be a family-friendly and well-planned event that will culturally enrich the citizens of Twin Falls.

Attachments:

1. Special Events Application
2. Site Map
3. Festival Description
4. Festival Schedule
5. Letter to Grace Silva's "Fellow Portuguese Folclorico Group Directors"

DRM:aed



**CITY OF TWIN FALLS
SPECIAL EVENTS APPLICATION**

DATE OF EVENT: September 3, 2011

TIME OF EVENT: Start: 1:30 pm End: 8:00 pm

LOCATION OF EVENT (Include business name, if applicable):
Twin Falls City Park

NUMBER OF PEOPLE IN ATTENDANCE: 200 – 350 approx

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

WILL ALCOHOL BE SERVED: Yes: No:

HAS CATERING PERMIT BEEN SECURED Yes: No:
(If yes, attach copy of permit to application.)

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

NAME OF APPLICANT	Grupo Folclorico Filhos de Portugal
ADDRESS	609 Morning Sun Drive, TF
HOME TELEPHONE	208-320-3851 Cell
BUSINESS PHONE	_____

NAME OF RESPONSIBLE PARTY/CONTACT PERSON	Grace Silva
ADDRESS	609 Morning Sun Drive, TF
HOME PHONE	208-320-3851 - Cell
BUSINESS PHONE	_____

City of Twin Falls Special Events Application
Page Two

DESCRIPTION OF EVENT:

Portuguese folclore festival, being hosted by our group. We will have groups coming from California to perform traditional Portuguese folclore dances, we will sell Portuguese Food, beer, wine and also have vendors selling Portuguese items.

I, Group Folclorico Filhos de Portugal, APPLICANT FOR THE ABOVE EVENT, AUTHORIZE Grace Silva TO APPLY FOR THE PERMIT ON MY BEHALF.

Grace Silva
APPLICANT'S SIGNATURE

8/24/11
DATE

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

REVIEWED BY:

[Signature] 04/04/11
Twin Falls Police Department

Approved Denied

[Signature]
Twin Falls Fire Department

Approved X Denied

[Signature]
Parks & Recreation Department

Approved X Denied

[Signature]
Urban Renewal

Approved X Denied

[Signature]
Building Department

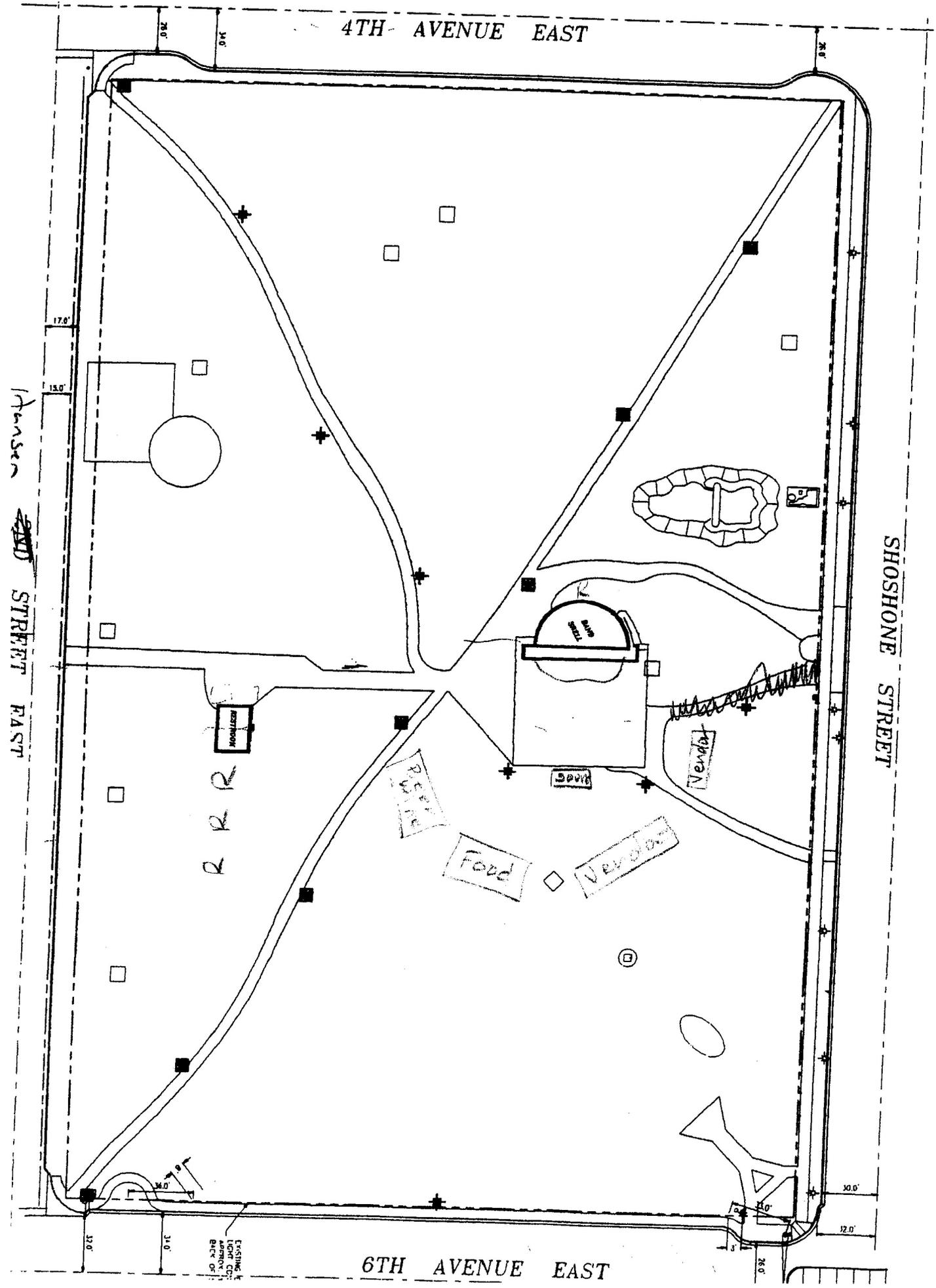
Approved ✓ Denied

[Signature]
Planning & Zoning

Approved ✓ Denied

[Signature]
Information Service

Approved X Denied



Hansen Street East

4TH AVENUE EAST

SHOSHONE STREET

6TH AVENUE EAST

EXISTING LIGHT FIXTURE APPROX. BELOC OF

Hansen Street East

STREET EAST

RRR

RRR

Food

Vendor

Sewer

Water

RRR

My name is Grace Silva and I am one of the Directors of Grupo Folclórico Filhos de Portugal (Sons of Portugal) and I would like to give you some information regarding our festival. This is the 29th Annual Portuguese Folclore (Folklore) festival. Traditionally in the past this festival has been held in California. Last year none of the groups stepped forward to host the festival, so we did. We thought what a great opportunity to bring this festival to Idaho but especially the Magic Valley and not only our Portuguese Community but also the entire community here in the Magic Valley.

The festival will be held on Saturday, September 3rd at the Twin Falls City Park. The majority of the event will be held at St. Edwards Catholic Parish Hall. I have attached to this letter a tentative festival program. Our plan is to start the festival at the City Park at approximately 1:30 pm in the afternoon, the time might change depending on the confirmation of how many groups will attend, as of today (March 24, 2011) we have 5 total groups, with a possible 4 more.

The festival always starts off with a procession of the groups across the stage, both the national anthems of America and also of Portugal, followed by a blessing of the festival – not only for the festival to be a success but over the groups whom have traveled long distances.

We plan on offering traditional Portuguese food:

Bifahas (Pork Sandwiches); Linguica Sandwiches; desserts; breads, a traditional fish dish (still to be determined at this time).

We also plan on having a beer and wine garden. No one under the age of 21 will be allowed into the garden. IDs will be checked prior to entering and also wristbands will be put on all persons 21 or older. Alcohol will be dispensed by persons 21 or older. The beer or wine will have to be consumed only within this garden.

There will be a booth selling festival t-shirts and books. There will be vendors also selling traditional Portuguese items.

We will hire 2 security officers either through the private sector, the CSI Police Program or the Twin Falls Sheriff Recruit department, to provide security for the event. We anticipate about 200 to 350 people at this event.

We anticipate for the festival to conclude at City Park at about 8pm.

Should you have any questions please do not hesitate to contact me at 208-320-3851.

Tenative Festival Program

Saturday, September 3rd

- 10:00 AM Reception/Group Welcome – ST Edwards Parish Hall
- 11:00 AM Director's Meeting – ST. Edwards Parish Hal
- 12:00 PM Luncheon Brunch
- 1:30 PM Blessing and Performances (15 minutes per group) ↘
City Park
- 8:00 PM Dance – ST. Edwards Parish Hall

Grupo Folclórico Filhos de Portugal
609 Morning Sun Drive
Twin Falls, ID 83301

March 31, 2011

Fellow Portuguese Folclórico Group Directors:

Grupo Folclórico Filhos de Portugal is honored to be hosting the 29th Annual Portuguese Folclórico Festival. This year's theme is "Cultura Portuguesa Á Digressão," for the travels that our culture has done. The festival will be held on Saturday, September 3, 2011, at this time we are finalizing the venue location, at the March 19th meeting complete packets will be handed out, which will include the following:

- Registration Form
- Lunch & T-Shirt Order Form
- Tentative Program
- Tentative Agenda for Director's Meeting
- Hotel Information
- PFAC Information & Bylaws
- Festival Guidelines

Festival activities will include a director's meeting, a luncheon, festival blessing, group performances, followed by a dance in the evening.

The luncheon will begin at 12 pm. All group members will receive a complimentary luncheon ticket. Any non-group members who wish to attend the luncheon will be able to purchase a ticket in advance for \$15.

All participants are asked to be dressed in their costumes by 1:30 pm in order to partake in the festival. Dressing rooms will be provided.

Throughout the day there will be booths with Portuguese articles, foods, pastries and other items available for sale. Lastly, the weekend's memories will be captured by a photographer and videographer and may be purchased at the Festival as well.

We ask that you confirm your participation by the Mid-Year meeting or the latest March 31, 2011 by email at silvasoccer4@yahoo.com. Once again we would like to thank you for your participation and look forward to seeing you all in September.

Sincerely,

Filhos de Portugal





Monday August 15, 2011 City Council Meeting

To: Honorable Mayor and City Council

From: Dennis J. Bowyer, Parks & Recreation Director

Request:

Consideration of a Concession Agreement with the YMCA of Twin Falls for the professional management and operational oversight of the Twin Falls Swimming Pool, effective September 1, 2011.

Time Estimate:

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

Background:

The City requested proposals on the management of the swimming pool May of this year. The City requested proposals through a RFP process. The City received proposals from one management firm and two health and fitness facilities. The City Council created a Selection Committee to review the three proposals. After interviewing two of the proposers, the Selection Committee recommended to the City Council on July 25th to have staff begin negotiations with the YMCA of Twin Falls. Council approved this request 7-0.

City staff along with two members of the Council and the YMCA of Twin Falls has been able to reach a tentative agreement on a concession agreement to operate and manage the swimming pool. Prior to being forward to the City Council, the form and content of the attached agreement has been review by City Attorney Fritz Wonderlich.

Before it can take effect, the Agreement must be ratified by the City Council. The key aspects of this Agreement are:

- The Concession Agreement will commence September 1, 2011 and end August 31, 2018 for a period of seven years.
- The City grants the YMCA exclusive privilege of operating the swimming pool owned by the City.
- The YMCA shall collect and retain all revenue from the swimming pool.
- The YMCA will be responsible for the “day-to-day” maintenance costs and repair costs for the swimming pool and the City will be responsible for capital improvement projects and/or equipment.
- The YMCA shall pay all utility expenses for the operation of the pool, including telephone, electricity, and natural gas. The City will provide sanitation, water, and sewer utility services at no cost to the YMCA.
- The YMCA shall be responsible for the daily janitorial and cleaning of the swimming pool.
- The City shall be responsible for the repairs of the facility and equipment.
- The City will pay the YMCA \$10,000 per month to manage and operate the swimming pool beginning September 1, 2011.

- The fees charged by the YMCA shall not exceed the fees set forth on “Exhibit A” attached hereto and incorporated herein. Any changes to the admission fees or pool passes must be approved by the Parks & Recreation Commission. The Commission may provide for an annual increase in the maximum fees not exceeding 5% per year. Fee increase requests that exceed 5% per year shall be considered by the City Council following a recommendation by the Commission.

	Current Fees	Maximum Fees
<u>Daily Admission</u>		
Youth 3 & Under	\$2.00	\$3.00
Youth 4 – 17 years	\$3.00	\$4.50
Adult	\$4.00	\$6.00
<u>Annual Rates – tax is not included</u>		
Youth (under 18 years)	\$170/\$21 per month	\$237.50/\$29.50 per month
Adult	\$190/\$23.50 per month	\$260/\$31.50 per month
Family	\$260/\$28.50 per month	\$350/\$38.50 per month
<u>Rental Rate</u>		
Full rental of pool	\$120 per hour	\$170 per hour

- The YMCA shall employ a full time Aquatics Director who is familiar with the operation of the pool and shall have at least one of the national recognized certifications on the operation of a swimming facility.
- The YMCA shall provide to the Parks & Recreation Commission and the City Council quarterly reports of pool operations and annual YMCA financial statements.
- The YMCA shall maintain a public liability insurance policy in a minimum sum of \$500,000 and the City shall be named as an additional insured on said policy.

This Concession Agreement reduces the City’s financial obligations to the swimming pool by approximately \$50,000 per year. Staff believes this new Concession Agreement benefits the community by keeping this facility open year round and provides the general public a low cost recreational alternative. The community has benefited by the City’s and YMCA’s partnership for the past seven years. This agreement will provide the City and the YMCA another opportunity to work together on providing our community and visitors a first class facility for all to enjoy.

Approval Process:

The City used the request for qualifications (RFQ), also referred to as “quality-based selection” (QBS) process, as outlined under the “**Regulatory Impact**” section of this agenda statement.

Budget Impact:

If this Concession Agreement is approved by the City Council, the budget impact to the City would be \$120,000 per year for seven years. The City is currently budgeting \$50,000 per year to replace the bubble in five to eight years. The estimated cost to replace the bubble and equipment is \$250,000. The City would still have approximately 850 man hours per year attribute to maintenance at the pool and install/removal of the bubble.

Regulatory Impact:

Idaho Code section 67-2803 (4) excludes from the state procurement requirements any procurement of personal or professional services to be performed by an independent contractor for the political subdivision. The procurement of an individual/firm to manage the golf course is therefore exempt from statutory procurements requirements.

The City may select the individual or firm it determines to be best qualified to provide the required services, ranked in order of preference, according to the established criteria. The City may then negotiate with the highest-ranking individual/firm to perform the services at a price determined by the City. If the City and the preferred individual/firm are unable to agree on contract terms, including price, the City may repeat the process with the second ranked individual/firm. If necessary, the process may be repeated by continuing down the list until the City reaches an agreement.

Conclusion:

Staff recommends the adoption of the Concession Agreement with the YMCA on the management and operation for the Twin Falls Swimming Pool.

Attachments:

1. Concession Agreement with the YMCA

CONCESSION AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Y Duties:

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

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

B. Janitorial, Repairs, and Alterations:

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

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

C. Utilities:

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

D. Days of operation:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. TERMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Twin Falls

Attn: Parks and Recreation Director

P.O. Box 1907

Twin Falls, ID 83303-1907

YMCA of Twin Falls, Inc.

Attn: C.E.O.

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

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

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

CITY OF TWIN FALLS, a municipal corporation
of Idaho

DON HALL, Mayor

ATTEST:

Deputy City Clerk

YMCA of Twin Falls, Inc.

_____, President

STATE OF IDAHO)
 :SS
County of Twin Falls)

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

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

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing in: _____
My Commission Expires: _____

**EXHIBIT “A”
MAXIMUM FEES**

Daily Admissions:

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

Annual Passes:

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

Rental Rate:

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

EXHIBIT “B”
INVENTORY OF CITY OWNED FACILITIES

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

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

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



Date: Monday, August 15, 2011
To: Honorable Mayor and City Council
From: Brandi Turnipseed, Citizen Finance & Planning Committee

Request:

Consideration and Presentation of Twin Falls City Long Term Planning Document

Time Estimate:

The staff presentation will take approximately 15 minutes.

Following the presentations, staff anticipates some time for questions and answers.

Background:

The City Finance & Planning Committee presented the concept of a Long Term Planning Document on April 4, 2011. This idea was supported by City Council and the LT Planning document is now completed and will be presented to City Council. The Citizens Finance & Planning Committee consider this document as critical to the budget process in both the immediate and long term.

Approval Process:

No approval is necessary.

Budget Impact:

The CFPC believe this document may have an impact on the budget decisions for FY2011.

Regulatory Impact:

None.

Conclusion:

Attachments:

1 – EXCEL Spreadsheet



Date: Monday, August 15, 2011
To: Honorable Mayor and City Council
From: Mike J Trabert, P.E., Staff Engineer

Request:

Consideration of a request to select Trojan Technologies as the equipment supplier for the Twin Falls Wastewater Treatment Plant UV System Improvements Project. The initial equipment cost is \$480,200.

Time Estimate:

20 minutes

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

Background:

CH2M HILL is designing the replacement of the aging Ultraviolet (UV) Disinfection System for the City's Wastewater Treatment Plant. The purpose of the project is to provide a reliable disinfection system at the wastewater treatment plant to prevent NPDES discharge permit violations. One of the project goals was to select an equipment supplier for the UV system by means of a competitive pre-selection bid. Pre-selection of the equipment supplier will allow CH2M HILL to provide a complete design around a single manufacturer. On June 16, 2011, a request for proposals (RFP) for ultraviolet disinfection equipment was published by the City. On July 14, 2011, proposals were received from 4 equipment suppliers. The proposals were evaluated based on the following evaluation criteria:

- The offeror's general approach and plans to meet the requirements of the RFP.
- The UV system characteristics include operation and maintenance requirements for the offeror's equipment.
- Experience and qualifications of the offeror and related project experience on projects of similar scope and size.
- Offeror's support and service program for equipment during and after installation.
- The offeror's technical information on the equipment including basis for dose capability.
- The instrumentation and control features and characteristics of the offeror's equipment.
- The initial capital costs and the annual operation and maintenance cost of the offeror's equipment.

CH2M Hill has evaluated the proposals and finds that Trojan Technologies is the most qualified offeror based on the evaluation criteria above. More detail is provided in the attachment.

Approval Process:

The RFP specifies that the successful offeror (equipment supplier) be notified by a letter or other evidence of acceptance by the City. Following notification of selection the City will confirm the scope of services, bill of materials, and final guaranteed price for the ultraviolet disinfection equipment system and services with the selected equipment supplier. The equipment supplier and the City shall sign documents to certify their

acceptance by both parties. The selected equipment supplier's UV disinfection equipment system will then be specified in the general construction bidding documents and the guaranteed price and scope of services will be available to all bidders

Budget Impact:

Approval of this request will allow the City to sign documents to certify the acceptance of the equipment supplier.

This portion of the project will cost \$480,200. The original estimate was \$520,000.

The City Council has asked the Citizen Finance and Planning Committee to make a recommendation on permanent financing options associated with the improvements at the city's waste water treatment plant and collections system. Those options include funding the project completely with the issuance of a bond/debt instrument, using cash reserves from other funds (non-sewer fund), or some combination of the two. Until the permanent financing options have determined, City staff recommends using cash reserves to interim finance the aforementioned improvements. Impact to the cash reserves is - \$480,200

Regulatory Impact:

Approval of this request will allow the City to proceed with the Twin Falls Wastewater Treatment Plant UV System Improvements Project which will provide a more reliable disinfection system and prevent NPDES discharge permit violations.

Conclusion:

Staff recommends that Trojan Technologies be selected and notified as the equipment ultraviolet disinfection equipment supplier for the Twin Falls Wastewater Treatment Plant UV System Improvements Project.

Attachments:

August 8, 2011, recommendation of award letter from CH2M Hill to Jacqueline D. Fields, City Engineer



CH2M HILL
322 East Front Street
Suite 200
Boise, ID 83702-7359
Tel 208.345.5310
Fax 208.345.5315

August 8, 2011

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

Subject: Twin Falls Wastewater Treatment Plant
UV System Improvements
Equipment Pre-selection
Proposal Report

Dear Ms. Fields:

CH2M HILL is designing the replacement of the aging Ultraviolet (UV) Disinfection System for the City's Wastewater Treatment Plant (WWTP). One of the project goals was to select an equipment supplier for the UV system by means of a competitive pre-selection bid. Pre-selection of the equipment supplier will allow CH2M HILL to provide a complete design around a single manufacturer. CH2M HILL prepared a request for proposals which included specifications for the pre-selection of the UV disinfection equipment and services; proposals were received on July 14, 2011. Proposals were received from four equipment suppliers: Calgon Carbon Corporation, Ozonia, Trojan Technologies, and Wedeco.

Our bid documents state that the pre-selected equipment supplier and the City will sign documents to certify their acceptance of the scope of services, bill of materials, and final guaranteed price for the UV equipment and services. After this the pre-selected equipment supplier will enter into an agreement with the successful general contractor for the scope of services and guaranteed price at the time of award of the overall construction contract.

Trojan Technologies and Wedeco both submitted base proposals as well as alternate proposals, while Calgon Carbon Corporation and Ozonia only submitted a base proposal. Therefore a total of 6 proposals were received. Proposals were evaluated according to 7 evaluation factors which were published in the request for proposals. Table 1 (below) provides a full tabulation of the scores in each evaluation category for all of the proposals.

TABLE 1
Twin Falls Ultraviolet Disinfection Equipment Proposal Scoring Summary

Evaluation Factor	Maximum score	Alternate bid				Calgon (256 lamps)
		Trojan (360 lamps)	Trojan (320 lamps)	Wedeco (648 lamps)	Wedeco (432 lamps)	
general approach	100	100	75 ⁵	100	100	100
system characteristics	200	185 ¹	200	164 ²	170 ³	200
experience & qualifications	200	200	200	200	200	190
support and service	200	180	180	190	190	160
technical information	100	95	95	100	100	100
instrumentation & control	100	100	100	100	100	100
cost	100	88	93	58	82	67
total score	1000	948	943	912	942	941
Initial equipment cost		\$480,200	\$450,000	\$716,600	\$544,700	\$608,000
Annual O&M cost		\$53,976	\$53,976	\$87,128	\$47,084	\$38,182
						\$79,878

¹deduct 15 points, cost of constructing 3 channels instead of 2

²deduct 36 points, need separate climate controlled building to house ballasts

³deduct 30 points, need separate climate controlled building to house ballasts

⁴deduct 25 points, non-amalgam lamps do not meet specification

⁵deduct 25 points, peak condition cannot be met with one channel out of service

The proposal with the highest score is the base proposal submitted by Trojan Technologies with a score of 948 out of a possible 1000 points. The second highest score is the Trojan Technologies alternate proposal with a score of 943/1000.

The recommended equipment supplier, Trojan Technologies has met the criteria established in the request for proposal and technical specification. CH2M HILL recommends that the City select Trojan Technologies as the pre-selected UV disinfection equipment supplier for this project, and allow CH2M HILL to base the design of the Twin Falls Wastewater Treatment Plant UV System Improvements Project around the equipment they proposed to furnish in their base bid.

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

Sincerely,

CH2M HILL

A handwritten signature in blue ink, appearing to read "William Leaf".

William Leaf, P.E.
Project Manager

Cc: Shawn Moffit, OMI
Troy Thrall, CH2M HILL
Matt Noesen, CH2M HILL
File



Date: Monday, August 15, 2011
To: Honorable Mayor and City Council
From: Jacqueline D. Fields, City Engineer

Request:

Consideration of a request to award a contract for Eastland: Bowlin to Cheney Dr. Roadway Reconstruction to Gordon Paving Inc. in the amount of \$424,187.35.

Time Estimate:

The staff presentation will take approximately 5 minutes.

Background:

On August 11, 2011, bids were opened for the City for Eastland: Bowlin to Cheney Dr. project. There were 4 bids received for this project. The four contractors submitting bids were: Gordon Paving, Idaho Sand & Gravel, Valley Paving and PMF, Inc.

Approval Process:

City Council makes recommendation for the Mayor to execute the agreement.

Budget Impact:

This is part of a series of projects intended to be funded with reserves.

Conclusion:

Staff recommends that City Council approve and award the contract to Gordon Paving in the amount of \$424,187.35.

Attachments:

1. Unit amount for bid items from 4 bidders.

EASTLAND DR: BOWLIN LN. TO CHENEY DR.

Bid Tabulation

Prepared by: Civil Science, Inc.

Date: August 11, 2011

	Civil Science	Gordon Paving	Idaho Sand & Gravel	Valley Paving	PMF, Inc.
	Engineer's Estimate	Low Bid	2nd Low Bid	3rd Low Bid	4th Low Bid
	Sub-Total \$397,973.00				
	Contingency of 15% \$59,695.95				
	ESTIMATED TOTAL \$457,668.95	TOTAL \$424,187.35	TOTAL \$457,013.90	TOTAL \$483,281.67	TOTAL \$485,988.00
Section 202 "Bid Proposal" Signed/Submitted:	YES	YES	YES	YES	YES
Section 203 "Bid Schedule" Correct:	YES	YES	YES	YES	YES
Section 204 "Bid Bond" Submitted:	YES	YES	YES	YES	YES
Public Works License for Prime/Subs:	YES	YES	YES	YES	YES
Approved Traffic Control Plan Submitted:	YES	YES	YES	NO	YES
COTF Approved Asphalt Mix Design (PG 64-28):	YES	YES	YES	YES	YES
RESPONSIVE BID:	YES	YES	YES	NO	YES



Date: Monday, August 15, 2011
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

Request:

Public Hearing on the FY 2011-2012 Preliminary Budget.

Time Estimate:

City Staff will provide a brief presentation. The staff presentation will take approximately 10 minutes. Citizen's thoughts, comments and suggestions are a welcome part of the process. Additional time may be needed to address and/or respond to questions and suggestions offered by citizens of Twin Falls and Members of the Twin Falls City Council.

Background:

The FY 2012 budget was developed from the conversations with the City Council, input from department leaders, review of the City's strategic plan, and the efforts of the City's long term plan committee. The budget concepts and strategies grew from the conversations and planning meetings. Four primary focus areas were developed. Those areas are:

Hold the Line on Tax Increases – As discussed throughout the City Manager's Budget Message, the balanced budget follows the City Council's common practice of only capturing the growth formula. It does not incorporate the statutorily allowed 3% increase and continues to build the City's foregone balance.

Treat our Employees Fairly – This budget includes funding to adjust the City's salary table by two-percent (2%) adjustment and maintains health insurance benefit levels.

Allocate More Money to Our Roadway and Transportation System – The recommended budget increases road maintenance funding from \$550,000 to \$750,000, an increase 36.36%. In future fiscal years, the City staff will continue to find ways to further increase funding levels.

Continue to Pursue Innovative Strategies and Find More Effective Outcomes – In our continued pursuit of excellence, we will continue to review our processes. Our reviews and examination will continue beyond the budget conversation. This budget allocates funding to update the City's strategic plan and funds the development and implementation of a performance measurement and management system as developed by the International City Management Association's Center for Performance Measurement.

Additionally, the FY 2012 recommended budget adheres to the City's financial policies and enhances the City's financial position while providing excellent levels of service. This document is intended to give the reader a comprehensive view of proposed funding for the City's day-to-day operations, scheduled capital improvement expenditures, and principal and interest payments for outstanding long-term debt and capital leases. The operations are organized into programs of service or operating departments to give the public a clear idea of how resources are allocated. This budget uses tools designed to provide the Council with additional qualitative information, such as the municipal cost index.

2012 Fiscal Year Budget Summary & Overview

The FY 2012 budget continues to hold the line on new costs with only essential expansion of services to meet the operational needs of the community.

Preparing any fiscal year budget requires close scrutiny of department tasks. The goals and plans discussed in this proposed budget represent a balance of the needs and expectations with available resources. Costs are minimized and the efforts to economize continue. Further increases in services and service levels will require additional sources of revenue. When preparing this budget, we found ourselves emphasizing the same points as in previous budgets. It could appear to some as simply rhetoric. Yet, we continue to highlight the same things as we have for the past several years, such as securing appropriate funding levels to maintain city assets and infrastructure, and ensuring appropriate compensation to our employees. Comments made in the past are truer now than ever before.

The City's overall, total taxable valuation is expected to increase by approximately one-and-one-half percent (1.5%), from \$2,283,427,290 to \$2,316,503,549.

FY 2011-2012 Preliminary Budget of \$45,821,660 Offered to the City Council by City Manager and City Staff

The Preliminary Budget offered by the City's manager and staff projected the City's tax rate will be approximately 0.006917648, or \$6.92 per \$1,000 in taxable value, which is the same tax rate that was assessed in FY 2011. The total proposed preliminary budget for FY 2012 is \$45,821,660, a decrease of \$49,581, or -0.11% compared to the 2011 fiscal year adopted budget of \$45,871,241. Of the total recommended FY 2012 budget, \$27,851,617 is from the Government Funds and \$17,970,043 is in the Enterprise Funds. In 2011, the City appropriated \$27,884,174 in the Government Fund departments and \$17,987,067 in the Enterprise Funds departments.

By maintaining an equitable, competitive tax rate, funds will cover essential staffing, operating costs and capital needs. When compared to FY 2011, the recommended budget for FY 2012 has some noteworthy changes. Those changes are the following:

- Total personnel cost will decrease from \$19,320,259 in FY 2011 to \$18,903,377 in FY 12, or by \$416,882 or -2.16%. Total FTEs will be 10.0 less than staff levels authorized in FY 2011 budget.
- Overall operating costs are programmed to increase from \$13,654,552 to \$13,986,713 or by \$332,161 or 2.4%. Most significant increases are associated with increases in fuel costs, an increase of \$106,000 from FY 2011.
- Total funding for capital improvements and acquisitions are scheduled to increase from \$11,406,630 to \$11,475,145, or by \$68,515 or 0.60%. However, this recommended allocation does not include \$8.0 million for improvements to be made at the City's waste water treatment plant; \$5.5 million to be spent on roadway improvements on Eastland Drive, and several million in capital construction costs associated with the City's ongoing water project to ensure compliance with EPA's arsenic compliance standards. The City has plans to fund these projects with cash reserves and therefore have not been included in the FY 2012 recommended budget.

The proposed budget is tentatively scheduled to be adopted by the City Council on August 22, 2011. The City Council could call a special meeting on August 29, 2011, which would provide an additional week to review and discuss the budget.

FY 2011-2012 Tentative Budget of \$46,200,000 Set By City Council

When the City Council adopted the tentative budget on August 1, 2011, the City Council set the maximum spending limit \$46,200,000. This is an increase of \$378,340, which requires the use of 2.4% of the 3% allowable statutory increase in property taxes.

The \$46,200,000 tentative budget offered by the City's manager and staff projected the City's tax rate will be approximately 0.007080972, or \$7.08 per \$1,000 in taxable value. The different in tax rate is \$0.165/\$1,000 in taxable value or \$12.38 per year for a \$150,000 owner occupied residence (qualifies for the homeowner's exemption).

The total proposed tentative budget for FY 2012 would increase total spending by \$328,759 compared to the 2011 fiscal year adopted budget of \$45,871,241. Of the total tentative FY 2012 budget, \$28,229,957 is in the form of Government Funds and \$17,970,043 is in the form of Enterprise Funds. As stated above, the City of Twin Falls appropriated \$27,884,174 in the Government Fund departments and \$17,987,067 in the Enterprise Funds departments in the FY 2010-2011 adopted.

Every one percent taken would add \$157,920 in tax revenue and increase the tax rate an additional \$0.07/\$1,000 in taxable value.

Approval Process:

Approving the tentative/preliminary budget requires a simple majority (50%+1) of the members in attendance at this meeting.

Budget Impact:

This is the appropriations ordinance for the 2011-2012 fiscal year.

Regulatory Impact:

Section 50-811 (8) of the Idaho Code states the City shall "prepare and submit to the council a tentative budget for the next fiscal year."

Section 50-1003 of the Idaho Code states "...the city council of each city shall, prior to the commencement of each fiscal year, pass an ordinance to be termed the annual appropriation ordinance, which in no event shall be greater than the amount of the proposed budget, in which the corporate authorities may appropriate such sum or sums of money as may be deemed necessary to defray all necessary expenses and liabilities of such corporation, not exceeding in the aggregate the amount of tax authorized to be levied during that year in addition to all other anticipated revenues."

Conclusion:

City Staff recommends the adoption of the tentative/preliminary budget for the 2011-2012 Fiscal Year.

Attachments:

1. 2012 Budget Summary
2. Comment Letters

City of Twin Falls
Budget Summary for Fiscal Year 2012

<u>Fund</u>	<u>Est. Revenues</u>	<u>Est. Expenditures</u>	<u>Excess (Deficit)</u>
<i>Tax Supported Funds:</i>			
General	\$ 18,067,457	\$ 18,067,457	\$ -
Street	\$ 4,912,082	\$ 4,912,082	\$ -
Street Light	\$ 299,633	\$ 299,633	\$ -
Library	\$ 1,427,743	\$ 1,427,743	\$ -
Operating Fund	\$ 61,500	\$ 61,500	\$ -
Airport	\$ 1,166,766	\$ 1,166,766	\$ -
Capital Improvement	\$ 2,362,555	\$ 2,362,555	\$ -
Pool	\$ 170,900	\$ 170,900	\$ -
Fireworks	\$ 8,000	\$ 8,000	\$ -
Insurance	\$ 388,363	\$ 388,363	\$ -
<i>Total Tax Supported Funds</i>	\$ 28,864,999	\$ 28,864,999	\$ -
Less: Interfund Transfers	\$ (635,042)	\$ (635,042)	\$ -
<i>Net Tax Supported Funds</i>	\$ 28,229,957	\$ 28,229,957	\$ -
<i>Other Funds:</i>			
Historic Pres Comm	\$ 6,000	\$ 6,000	\$ -
Airport Construction	\$ 1,147,800	\$ 1,147,800	\$ -
Waterworks	\$ 8,705,330	\$ 8,705,330	\$ -
Wastewater	\$ 6,181,701	\$ 6,181,701	\$ -
Comm Area Maint Fund	\$ 31,420	\$ 31,420	\$ -
Sanitation	\$ 2,785,238	\$ 2,785,238	\$ -
Golf	\$ 98,252	\$ 98,252	\$ -
Dierkes/Shoshone Falls	\$ 182,100	\$ 182,100	\$ -
Parking	\$ 64,100	\$ 64,100	\$ -
Shop	\$ 267,432	\$ 267,432	\$ -
BID	\$ -	\$ -	\$ -
CSI Safety Initiative	\$ 273,725	\$ 273,725	\$ -
Park Development	\$ -	\$ -	\$ -
Seizures/Restitution	\$ -	\$ 84,800	\$ (84,800) **
LID Guarantee Fund	\$ -	\$ -	\$ -
Total Other Funds	\$ 19,743,098	\$ 19,827,898	\$ (84,800)
Less: Interfund Transfers	\$ (1,857,855)	\$ (1,857,855)	\$ -
<i>Net Other Funds</i>	\$ 17,885,243	\$ 17,970,043	\$ (84,800)
<i>TOTAL NET BUDGET</i>			
	\$ 46,115,200	\$ 46,200,000	\$ (84,800)
Reserves used to balance tax supported funds	\$ -	\$ -	\$ -
Reserves used to balance non-tax supported funds	\$ 84,800	\$ -	\$ 84,800
<i>TOTAL NET BUDGET WITH RESERVES</i>	\$ 46,200,000	\$ 46,200,000	\$ -

Don Hall

From: John H Bonnett [mailto:johnhbonnett@gmail.com]

Sent: Thursday, August 11, 2011 12:53 PM

To: Don Hall

Subject: Taxes for roads

Mayor Hall,

It has been apparent for years that the city was not collecting and utilizing enough resources for the street's maintenance. Much of the current deterioration in the streets comes directly from those Council Members that voted NO on all tax increases in years past.

I would urge the Council to address this issue, including tax increases as necessary, rather than hide their collective heads in the sand.

--

John H Bonnett
639 Washington St. N.
Twin Falls, ID 83301
208-736-9919

Don Hall

From: CHRIS HAMILTON [mailto:clhtlo@msn.com]

Sent: Tuesday, August 09, 2011 7:12 AM

To: Don Hall

Subject: tax increase for roads

I am willing to support a tax increase of up to \$15.00/\$150,000 of property value to maintain and repair our roads as long as this money is NEVER HIJACKED for other purposes. I think adequate maintenance is the most cost effective tool keep our roads in good repair.

Chris Hamilton
469 Aspenwood Dr

From: bill hunt [mailto:idahowilliam@yahoo.com]
Sent: Thursday, August 11, 2011 10:49 AM
To: Don Hall
Subject: tax increase

Mr hall;

If the city needs a tax increase to fix city streets I suggest a temporary fuel tax increase for a total dollar amount once a year for estimated following year repair. That way all folks who use our streets to visit us or commute to work here etc. will help pay for the repair. Some bright person on the council could figure how many pennies a gallon increase is needed to raise a fixed dollar amount for the streets then cancel that increase when the money is raised. Money to be used for no other purpose and only on a year to year basis. increase should be legal as it is only paid by those who use the streets. please reply by E-mail as i do not purchase the paper due to economic restraints.

highest regards

Bill Hunt

homeowner Twin Falls

idahowilliam@yahoo.com

Don Hall

Instructor/Coordinator
CSI Law Enforcement Program
732-6339

From: Babera [mailto:bjwilmsn@filertel.com]
Sent: Tuesday, August 09, 2011 8:41 AM
To: Don Hall
Subject: tax etc

MAYOR hALL,

I AM DEAD SET AGAINST ANY MORE TAX INCREASES. WE NOW HAVE THE SCHOOL LEVY INCREASE ON OUR PROPERTY TAXES AND THEY WANT MORE. WHERE DOES IT ALL STOP. WHY DOES THE CITY COUNCIL THINK THEY NEED TO PURCHASE ALL THE OLD BUILDINGS IN OLD DOWNTOWN WITHOUT THE TAX PAYERS AGRREMENT. YOU ELECTED CITY FATHERS AND MOTHERS NEED TO STOP AND ACT LIKE IT IS ALL COMING FROM YOUR POCKET BOOK. I ALSO AM AGAINST THE CITY BUYING THE OLD BANNER FURNITURE BLDG. WE ALL NEED TO SACRIFICE IN ECONMIC DOWNTURN.

STOP THE SPENDING AND WASTE

BARBARA WILLIAMSON

Don Hall

From: richard morris [mailto:ram48@cableone.net]

Sent: Thursday, August 11, 2011 10:37 AM

To: Don Hall

Subject: road tax

Bad bad idea ! It is my understanding that the money taken in from the Lottery was to be used for schools and ROADS, and yet every time a school needs redone or a new school is needed there is a bond bill to be voted on, road repairs should be covered with the money that comes from the lottery. With unemployment at an all time high, with thousands of people drawing off social security and Idaho housing and food stamps, people that have never put a nickel into the system, raising taxes would be a tough burden on the few people that are paying into the system. How about putting some of the welfare recipients and the people getting three meals a day in our jails to work on farms in the harvest and use there welfare checks and inmates money to pay for the roads !

Don Hall

From: George Brown [mailto:georgebrown1@q.com]
Sent: Thursday, August 11, 2011 9:42 AM
To: Don Hall
Subject: Twin Falls Road Maintenance

Mayor Hall:

I have read stories in the T-N about efforts to generate funds to help with road maintenance in Twin Falls.

You may know of this. I recently read a story that Spokane, eff. Sept. 1, is initiating a "tag fee" to be placed on the license plate of each vehicle, with generated funds to be allocated to road maintenance. I believe the fee was about \$10 a year.

Thanks for what you are doing for Twin Falls.

Regards
George Brown

Don Hall

From: Connie Sharkey [mailto:cshark@hotmail.com]

Sent: Tuesday, August 09, 2011 9:13 AM

To: Don Hall

Subject: property tax

Mr. Hall,

Seems we are all trying to tighten our belts due to the economy. Our income has not risen, our investments are going down. Prices for food and etc. is on the rise. So, since we are pulling in the belt, why is it the city and government as a whole, seems to think we can just pay more property tax, income tax, and etc. to pay for the needs of city and etc.

When are you going to wake up to the fact we don't have more to give? Time to slow things down, let us get a breath before you decide to tax us more No more JUST \$15.00 dollars more per \$100,000, or whatever number you come up with. City employees don't NEED another raise, road work can be done in much less time and cost if bids are respected. Cut down on half the folks standing and watching.....start running the city like a private company. If the money isn't there, look for a way to balance the books, not raise the cost to us tax payers. We don't have it to give at this point in time.

Thank you for your time.....

Don Hall

From: JUDIE STORY [mailto:jcstory265@cableone.net]
Sent: Tuesday, August 09, 2011 9:44 AM
To: Don Hall
Subject: Property Tax Increase

Dear Mayor,

Cannot believe another property tax increase is being considered. We have a property tax increase due to the Twin Falls School Levy that was passed and also our homeowners exception has been reduced. Property values have been lowered but with the homeowners exception reduced our property taxes are higher even though our homes are worth less. This continuing burden on homeowners needs to STOP.

Any attempt at adding higher taxes at this time will be a major hardship to people living on fixed incomes and families who are suffering from this financial crisis that is taking place in Idaho.

Again I have contacted these folks and advised her that the section of Washington that is being chip sealed is the old section.

Don Hall

From: Ronda Bryan [mailto:rondab@premierinsur.com]

Sent: Tuesday, August 09, 2011 2:21 PM

To: Don Hall

Subject: Property tax increase

Dear Mayor,

I heard on the radio this morning that you would like to raise property taxes to repair deteriorating roads. I find this interesting especially since our business was just given notice that Emery Inc. will be seal coating Washington St tomorrow from 7am to 7pm. Isn't this the same road that is currently 50 % torn up? Seriously, we wonder why we don't have the resources to pay for repairs when we are not spending the city coffers wisely. Do you know that Washington is being seal coated tomorrow and does this appear to be a good means to spend funds that we do not have? I have to say I'm very confused by this action.

Ronda Bryan

Premier Insurance, Bookkeeper