

COUNCIL MEMBERS:

SHAWN BARIGAR	DON HALL	SUZANNE HAWKINS	GREGORY LANTING	JIM MUNN, JR.	REBECCA MILLS SOJKA	CHRIS TALKINGTON
<i>Vice Mayor</i>		<i>Mayor</i>				



AGENDA
 Meeting of the Twin Falls City Council
July 16, 2012
 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. CONSENT CALENDAR:		
1. Consideration of a request to approve the accounts payable for July 10 – 16, 2012.	<u>Action</u>	Staff Report Sharon Bryan Dennis Pullin
2. Consideration of a request by Kirby Butler to approve the 32 nd Annual Buffalo Hot Wings Door Slammer Softball Tournament and Picnic to be held at Harmon Park on August 18, 2012.		
3. Approval of a Liquor and Beer License for Janitzio Family Mexican Restaurant, Inc, located at 2096 Kimberly Road.		
II. ITEMS FOR CONSIDERATION:		
1. Consideration of an air show financial update and a request from the air show committee for advanced funding to assist with expenditure cash flow.	Action	Bill Carberry
2. Presentation of the City Pool Financial Report by Gary Ettenger, CEO of the YMCA.	Presentation	Gary Ettenger
3. Consideration of a request to adopt Resolution 1887, under Idaho Code 67-2805 (viii) declaring that the radio communications tower, building, and generator project at the City's gun range can be completed more economically by purchasing goods and services on the open market.	Action	Craig Stotts
4. Consideration of a downtown parking management plan.	Action	Mitch Humble
5. Public input and/or items from the City Manager and City Council.	Discussion	Travis Rothweiler
6. Discussion of the Preliminary Budget for Fiscal Year 2012-2013.		
III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:		
IV. PUBLIC HEARINGS: 6:00		
1. Request for a Zoning Title Amendment which would amend Twin Falls City Code 10-12-3.11; Parks and Storm Water Retention/Detention, by adding a new section (G), In-Fill Contribution Reduction.	Public Hearing	Mitch Humble
2. Request for a Zoning District Change and Zoning Map Amendment from R-4 to R-4 PRO on property located at 120 10th Avenue East. WITHDRAWN BY APPLICANT.	Public Hearing	Mitch Humble
Continue discussion of the Preliminary Budget for Fiscal Year 2012-2013.		
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: Monday, July 16, 2012, Council Meeting
To: Honorable Mayor and City Council
From: Staff Sergeant Dennis Pullin, Twin Falls Police Department

Request:

Consideration of a request by Kirby Butler to approve the 32nd Annual Buffalo Hot Wings Door Slammer Softball Tournament and Picnic to be held at Harmon Park on August 18, 2012.

Time Estimate:

This event has a history of positive response from the community and generates no calls for service from the Twin Falls Police Department. Therefore, we are requesting that it be placed on the Council's Consent Calendar.

Background:

The 32nd Annual Buffalo Hot Wings Softball Tournament and Picnic are scheduled to be held August 17 through August 19, 2012, at Harmon Park and Frontier Field. The first of approximately 70 games will commence on Friday, August 17th, at 5:00 p.m., and will continue on Saturday and Sunday, August 18th and 19th, at 8:00 a.m. The games will conclude at approximately 10:00 p.m. each evening. On Saturday evening, a family barbeque/picnic will begin at 6:00 p.m. and will end at 10:00 p.m. at Harmon Park. Beer will be served during the picnic only; IDs will be checked and wristbands will be required.

Mr. Butler has arranged to have two Twin Fall County Sheriff's Reserve Deputies present during the picnic/barbeque. A review of the event's history over the last three years shows no calls for service or disturbances at the park that required a police response. I have reviewed the application and, in my opinion, there is an effective plan in place to safely provide food and sports interaction.

Approval Process:

In that this picnic/barbeque is being held in Harmon Park and alcohol will be provided to tournament participants and attendees, consent of the City Council is required.

Budget Impact:

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

Regulatory Impact:

Mr. Butler has arranged to have two Twin Falls County Sheriff's Reserve Deputies present to provide security for four hours during the picnic portion of the tournament.

Staff from all relevant Twin Falls City Departments have approved and signed the Special Events Application.

Agenda Item for July 16, 2012
From Staff Sergeant Dennis Pullin
Page Two

Conclusion:

The Buffalo Hot Wings Door Slammer Tournament has been an annual event for the past 31 years. Mr. Butler estimates that approximately 500 people will be in attendance over the course of the tournament. The Twin Falls Police Department believes this to be a family-friendly event that is safe for the citizens of our community. The Police Department responded to no disturbances or calls for service during last year's Buffalo Hot Wings Door Slammer and believes that two Twin Falls County Sheriff's Reserve Deputies will be sufficient for security this year as well.

Based on the information provided, Staff recommends that the City Council approve the Special Events Application submitted for the 32nd Annual Buffalo Hot Wings Door Slammer Tournament and Picnic on August 18, 2012.

Attachments:

None

DP:aed



July 16, 2012, 2012, City Council Meeting

To: Honorable Mayor and City Council

From: Sharon Bryan, Deputy City Clerk

Request:

Approval of a Liquor and Beer License for Janitzio Family Mexican Restaurant, Inc, located at 2096 Kimberly Road.

Time: Consent Calendar

Background:

Approval of liquor and beer license.

Budget Impact: N/A

Regulatory Impact: City and State Code Compliance

Conclusion: Staff recommends approval of the application on the condition they receive their State License.

Attachments: Alcohol License Application



ALCOHOL LICENSE APPLICATION

BUSINESS NAME Jan. 1250 family Mexican Restaurant inc STATE LICENSE # _____
 (Please attach a copy of your state license)
 DOING BUSINESS AS Jan. 1250 family Mexican Restaurant inc
 BUSINESS ADDRESS 2096 Kimberly RD Twin Falls ID 83301
 LEGAL DESCRIPTION OF PLACE OF BUSINESS family Mexican Restaurant
 Lot 1 Block 1 Subdivision Wall
 MAILING ADDRESS 2096 Kimberly RD Twin Falls ID 83301
 CONTACT PERSON Guorua or J. Mercedes Guzman PHONE # 208 7333855

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

As provided by the laws of the City of Twin Falls, Idaho for the term ending **June 30, 2010** tendered herewith is the license fee of \$ 762.50. (Ordinance #2708)

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

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

NAME: _____ RESIDENCE: _____

NAME: _____ RESIDENCE: _____

NAME: _____ RESIDENCE: _____

IF A CORPORATION OR ASSOCIATION, NAME ALL OFFICERS:

NAME: J Mercedes Guzman ADDRESS: 587 jefferson st twin falls

TITLE: President

NAME: Guorua Guzman ADDRESS: 587 jefferson st twin falls

TITLE: Secretary

NAME: _____ ADDRESS: _____

TITLE: _____

NAME: _____ ADDRESS: _____

TITLE: _____

DATE OF INCORPORATION OR ORGANIZATION 2007

PLACE OF INCORPORATION OR ORGANIZATION ID

PRINCIPAL PLACE OF BUSINESS IN IDAHO 164 N Main St Twin Falls ID

OWNER OF PREMISES (Please Print) _____

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

(IF A PARTNERSHIP, ALL PARTNERS NEED TO SIGN)

SIGNATURE OF APPLICANT Gianna Guzman

NAME (Please Print) Gianna Guzman BIRTHDATE: 04-09-72

RESIDENCE OF APPLICANT 587 Jefferson St Twin Falls ID 83301

LENGTH OF RESIDENCE IN IDAHO 12 years

SIGNATURE OF APPLICANT J. Mercedes Guzman

NAME (Please Print) J. Mercedes Guzman BIRTHDATE: 8-24-61

RESIDENCE OF APPLICANT 587 Jefferson St Twin Falls ID

LENGTH OF RESIDENCE IN IDAHO 22

SIGNATURE OF APPLICANT _____

NAME (Please Print) _____ BIRTHDATE: _____

RESIDENCE OF APPLICANT _____

LENGTH OF RESIDENCE IN IDAHO _____

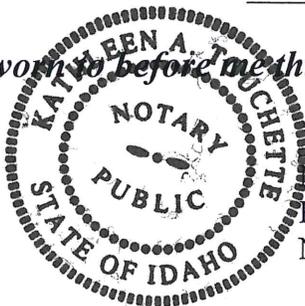
SIGNATURE OF APPLICANT _____

NAME (Please Print) _____ BIRTHDATE: _____

RESIDENCE OF APPLICANT _____

LENGTH OF RESIDENCE IN IDAHO _____

Subscribed and sworn to before me this 2ND day of July, 2012.



Kathleen A. Touchette
Notary Public for Idaho
Residing at: TWW FALLS, ID
Notary Expiration Date: 10/28/15



July 16th, 2012 City Council Meeting

To: Honorable Mayor and City Council

From: Bill Carberry, Airport Manager

Request:

Consideration of an air show financial update and a request from the air show committee for advanced funding to assist with expenditure cash flow.

Time Request:

The presentation will be approximately 10-15 minutes with additional time for questions.

Background:

Jim O'Donnell, Air Show Director, last met with the City Council on November 28th 2011 and reviewed the preliminary air show budget and made a request for \$25,000 in seed money to get the ball rolling with early expenses associated with the air show. The council accepted the budget presented and approved the request for startup funding. Since that time, Jim O'Donnell and the committee have made great strides in raising revenues through sponsorships and securing concession agreements. The committee has also developed a large advanced point of sale and distribution system through numerous ticket outlets across the region.

As we approach the final days before the air show, Jim O'Donnell and the committee are in need of assistance with the cash flow required to secure the products and services needed in support of the event. With most service providers and suppliers (hotels, buses, sanitation, sound, etc...) requiring payment after the event, revenue from ticket sales is expected to help fund expenses. It is with this "timing" issue that the committee is requesting the Council's approval to make commitments beyond current revenue levels collected.

Budget Impact:

It is hard to be specific with the amount of commitments the committee is in need of beyond revenues over these next two weeks. The expenditures will increase consistently in the coming days as will the revenues from yet to be collected sponsorship commitments and growing ticket sales. Air Show Director O'Donnell and the committee have remained disciplined to the purchase order system that has been established thus maintaining a close revenue/expense relationship to this point in time. However, the event has reached the foreseeable point wherein the full commitment of expenditures for the event will need to be in motion before ticket revenues are fully collected.

Although sponsorship levels are somewhat lower than budgeted, concession revenue is on pace, and ticket revenue is expected to be near budget. On the expenditure side, the committee has developed opportunities to realize savings from what was budgeted early on.

Lorie Race, City CFO, has monitored the air show budget closely and will provide the Council with a brief overview of the shows status. Jim O'Donnell will also address the council regarding the status of the air show and discuss its progress.

Regulatory Impact: To my knowledge there is no regulatory impact with the request.

Conclusion: Over the last 18 months I have developed a growing appreciation and confidence in Jim O'Donnell and his team's management of the air show. If the Council is comfortable with the air show financial status, I would recommend the Council enable the needed cash flow by approving the request that the City commit to the budgeted expenditures needed to operate the 2012 Air Magic Valley Air Show.

Attachments: Financial status report for the 2012 Air Magic Valley Air Show

City of Twin Falls
 Revenues & Expenditures - Airshow 2012
Fiscal Years 2011, and 2012 through 7-10-12

As of 7-9-12

		<u>Revenues</u>	<u>Expenditures</u>	<u>Cumulative Balance</u>
Revenues:				
FY 2011	Sponsorships	\$ 6,075.00		\$ 6,075.00
FY 2012	Sponsorships	\$ 75,470.00		\$ 81,545.00
FY 2012	Vendor Fees	\$ 11,000.00		\$ 92,545.00
FY 2012	Ticket Sales	\$ 697.50		\$ 93,242.50
Expenditures:				
FY 2011	Approved as legitimate expense by Jim O'Donnell		\$ 1,819.28	\$ 91,423.22
FY 2012	Approved as legitimate expense by Jim O'Donnell		\$ 39,443.64	\$ 51,979.58
FY 2012	Commitments to pay (IE: signed contracts with performers and other vendors)		\$ 60,979.50	\$ (8,999.92)
FY 2012	Signed hotel agreements (estimated maximum liability)		\$ 11,525.00	\$ (20,524.92)
Advanced Funding - Approved by City Council		\$ 25,000.00		<u>\$ 4,475.08</u>



Monday, July 16, 2012 City Council Meeting

To: Honorable Mayor and City Council

From: Dennis J. Bowyer, Parks & Recreation Director

Request:

Presentation of the City Pool Financial Report by Gary Ettenger, CEO of the YMCA

Time Estimate:

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

Background:

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

John Pauley, Aquatics Director for the YMCA presented this report to the Parks and Recreation Commission at their February meeting. For the February meeting, the YMCA provided the attached document containing the financials and attendance records for the swimming pool from their fiscal year 2011 and 2011 (old method). This report given to the Parks & Recreation Commission did not have the portion of overall Y memberships that are attributable to the City Pool.

A new report that is attached which was produced by the YMCA shows a portion of the overall Y membership attribute to the City Pool (new method). Also attached is a letter from Gary Ettenger explaining their method to account for a portion of the overall Y membership revenue as City pool revenue.

Typically, the Council receives this report from the YMCA in March or April, but due to multiple scheduling conflicts, it has been delayed.

Also the YMCA has voluntarily withdrawn their request for rate increases at the pool.

Approval Process:

There is no approval process associated with this presentation.

Budget Impact:

There is no immediate budget impact associated with this presentation.

Regulatory Impact:

There is no regulatory impact associated with this presentation.

Conclusion:

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

Attachments:

YMCA's 2010 & 2011 Financial Report – Old Method

YMCA's 2010 & 2011 Financial Report – New Method

Letter from Gary Ettenger, CEO of the YMCA

Concession Agreement – City Pool

Old Method

YMCA of Twin Falls City Pool Profit Loss

		2011					
		1st qtr	2nd qtr	3rd qtr	4th qtr	Total	TOTAL
		Jan - Mar 11	Apr - Jun 11	Jul-Sep 11	Oct-Dec 11	2011	2010
Income							
	City of Twin Falls - Co-Op	10,749.99	10,749.99	17,166.66	30,000.00	68,666.64	42,999.96
	Daily Admissions	12,389.00	17,548.20	31,899.25	6,687.25	68,523.70	64,330.43
	Pool Rentals	3,427.81	3,188.14	3,190.92	2,330.03	12,136.90	12,456.67
	Safety Classes	270.00	3,305.50	0.00	46.00	3,621.50	5,481.00
	Sales - CP	938.68	789.41	1,364.09	629.52	3,721.70	4,922.35
	Swim Lessons	7,217.50	24,287.00	14,845.44	3,348.00	49,697.94	53,189.73
	Swim Team	881.05	6,990.00	135.00	540.00	8,546.05	8,243.00
	Water Aerobics	342.00	0.00	0.00	0.00	342.00	907.50
	Membership - CP	12,159.91	15,857.31	16,287.12	15,280.54	59,584.88	50,150.78
Total Income		48,375.94	82,715.55	84,888.48	58,861.34	274,841.31	242,681.42
Expense							
	Food Expense	0.00	0.00	500.65	0.00	500.65	
	Janitorial Expenses	886.15	2,085.66	897.72	909.33	4,778.86	1,226.48
	Health Insurance	480.00	480.00	480.00	480.00	1,920.00	1,920.00
	Maintenance & Repairs	0.00	0.00	513.08	1,421.78	1,934.86	5,238.20
	Office Supplies	1,249.50	183.74	745.34	300.00	2,478.58	802.88
	Professional Salaries	7,836.48	9,617.00	9,501.10	8,143.80	35,098.38	39,112.47
	Aerobic Instructor Wages	3,128.98	3,565.87	3,986.79	4,044.28	14,725.92	13,360.51
	Clerical Wages	8,058.32	8,850.35	11,237.67	7,019.69	35,166.03	36,029.79
	Lifeguard Wages	14,302.01	21,327.03	29,929.25	14,802.87	80,361.16	81,300.64
	Maintenance Wages	952.67	542.76	1,199.36	1,186.04	3,880.83	6,415.87
	Swim Lessons Wages	2,513.85	6,274.36	13,289.02	3,537.51	25,614.74	22,461.13
	Payroll Tax Expenses	2,814.61	4,534.19	5,289.45	2,963.07	15,601.33	15,199.04
	Pool Chemicals	6,903.38	6,632.87	10,247.96	1,596.53	25,380.74	22,399.01
	Program Supplies	1,044.32	3,134.91	1,838.13	1,692.64	7,710.00	6,507.12
	Retirement	548.54	570.06	665.00	570.07	2,353.67	537.78
	Unemployment	1,218.59	1,605.68	2,323.21	1,278.23	6,425.71	6,357.76
	Utilities	0.00	0.00	3,942.36	16,997.78	20,940.14	0.00
	Workmans Comp	463.90	896.67	1,435.14	476.43	3,272.13	1,969.95
Total Expense		52,401.30	70,301.14	98,021.23	67,420.05	288,143.72	260,838.63
Net Income		-4,025.36	12,414.41	-13,132.75	-8,558.71	-13,302.41	-19,905.46
2010 Attendance Numbers							
	21,440 General Public Visits					20,201 General Public Visits	
	15,230 Y/City Pool Members Visits					10,740 Y/City Pool Members Visits	
	25,775 YMCA Membership Visits					27,768 YMCA Membership Visits	
	62,445 Overall Visits					58,709 Overall Visits	

New Method

YMCA City Pool 1st Draft Profit and Loss with Full Facility Membership

		2010-2011		
		Total	TOTAL	
		2011	2010	
Income				
Membership %		148,147.17	134,748.10	13% of Total Membership
City of Twin Falls - Co-Op		68,666.64	42,999.96	
Daily Admissions		68,523.70	64,330.43	
Pool Rentals		12,136.90	12,456.67	
Safety Classes		3,621.50	5,481.00	
Sales - CP		3,721.70	4,922.35	
Swim Lessons		49,697.94	53,189.73	
Swim Team		8,546.05	8,243.00	
Water Aerobics		342.00	907.50	
Membership - CP		59,584.88	50,150.78	
Total Income		422,988.48	377,429.52	
Expense				
Accounting		1,507.28	1,386.28	33%
Bank Charges		4,215.04	3,552.99	13%
Food		1,920.57	1,727.61	33% all staff and board meetings food
Computer Contract		2,595.67	2,405.21	33%
Janitorial Expenses		4,914.56	2,228.21	25%
Office Supplies		7,871.79	4,187.69	25%
Payment to Affiliated Org		3,118.40	2,825.35	13%
Health Insurance		5,236.00	4,936.00	85% John 33% Sylvia and Linda 15% Gary
Promotion/Advertising		5,265.37	3,184.62	13%
Liability Insurance		3,000.00	3,000.00	Amount From Prudential Insurance (Scott Standley)
Maintenance & Repairs		3,299.47	5,238.20	Only CP expenses
Supplies		2,478.58	802.88	Only CP Cost of Goods
Professional Admin Staff		41,545.73	39,980.93	Gary 15%, Sylvia, Chantel, and Linda at 33% Dawn 25%
Professional Salaries		29,734.70	34,149.87	85% John both years 100% Glen 2010
Aerobic Instructor Wages		14,725.92	13,360.51	Only CP
Clerical Wages		35,166.03	36,029.79	Only CP
Lifeguard Wages		80,361.16	81,300.64	Only CP
Maintenance Wages		3,880.83	6,415.87	Only CP
Swim Lessons Wages		25,614.74	22,461.13	Only CP
Payroll Tax Expenses		17,673.73	17,877.95	Total Fica taxes for payroll listed above
Pool Chemicals		25,380.74	22,399.01	Only CP
Program Supplies		7,710.00	17,884.97	Only CP
Retirement		4,574.73	2,140.37	85% Johns 33% Sylvia Chantel and Linda 15% Gary
Unemployment		6,930.87	7,010.96	Total SUTA for payroll listed above
Utilities		21,732.14	1,008.00	33% of Internet and 100% Security Sytem at CP
Workmans Comp		3,465.43	3,505.48	Total Workmen's Comp for payroll listed above
Total Expense		363,919.48	341,000.52	
Net Income		59,069.01	36,429.00	



YMCA of Twin Falls, Inc.

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

June 13, 2012

Dennis Bowyer
Director – Parks and Recreation

Dennis,

I look forward to presenting the YMCA's 2011 City Pool Financial Statement to the Mayor and Council on Monday. In addition to the standard statement we typically provide, we have also attempted to put together a method to account for a portion of our Full-Facility membership revenue to be applied to the City Pool statement.

At the presentation, I look forward to providing narrative to go along with the statements I am including with this email. We have done a lot of number "crunching" to try and arrive at a gross revenue number that can be applied to the City Pool budget. The amounts for 2010 and 2011 are included on this second statement. We conducted a 2-year usage study using records from our computer base. For both years, the percentage of Y "Full Facility" members who utilized the city pool was calculated to be 13%. So, we know that 13% of our general membership utilizes the city pool to some degree. For our presentation, I have included 100% of this revenue on the second statement. We feel that this is our first step in determining the true financial impact that the general membership plays in the overall financial impact of the city pool. We also believe that our next step will be to conduct a stratified sampling of our general members who utilize the city pool. This step will take place over the coming 45-day period.

Until we have gathered this additional data, we will voluntarily "table" our request for a fee increase at the city pool.

Thank you and I look forward to being at the meeting on Monday!

Gary Ettenger
YMCA of Twin Falls

	E Street Y	Y/City Pool	Canyon Rim
YMCA			
Line Rd	1751 Elizabeth Boulevard	756 Locust N.	1881 Pole
83301	Twin Falls, ID 83301	Twin Falls, ID 83301	Twin Falls, ID
7447	(208) 733-4384	(208) 734-2336	(208) 734-
	Fax (208) 733-4683		

COPY

CONCESSION AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Y Duties:

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

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

B. Janitorial, Repairs, and Alterations:

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

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

C. Utilities:

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

D. Days of operation:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. TERMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C-4373

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

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

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

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

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

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

CITY OF TWIN FALLS, a municipal corporation of Idaho

[Signature]
DON HALL, Mayor

ATTEST:

[Signature]
Deputy City Clerk August 28, 2011

YMCA of Twin Falls, Inc.

[Signature]
Michael Aresc President

STATE OF IDAHO)
 :SS
County of Twin Falls)

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

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

(SEAL)



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

C-43TB

**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, July 16, 2012, City Council Meeting

To: Honorable Mayor and City Council

From: Lieutenant Craig Stotts, Twin Falls Police Department

Request:

Consideration of a request to adopt a resolution under Idaho Code 67-2805 (viii) declaring that the radio communications tower, building, and generator project at the City's gun range can be completed more economically by purchasing goods and services on the open market.

Time:

It is estimated this presentation will take approximately fifteen (15) minutes.

Background:

The radio communications tower, building, and generator project has had some delays. On March 8, 2012, the City received two (2) sealed bids. Idaho Code 67-2805, Procurement of Public Works Construction, was followed and applied to this project. The following companies submitted bids:

Idaho Tower Construction Company
\$169,950.00

White Cloud Communications
\$166,142.04

A thorough review of each bid was conducted. The findings of this review were that neither company submitted a responsive bid. Based on this review and advice from City Attorney Fritz Wonderlich, I recommended that the Council reject all bids and re-bid the project. On March 26, 2012, Council concurred.

On May 24, 2012, the City received three (3) sealed bids. Idaho Code 67-2805, Procurement of Public Works Construction, was followed and applied to this project. The following companies submitted bids:

Idaho Tower Construction Company
\$207,825.00

White Cloud Communications
\$158,397.00

Petruzzelli Electric
\$156,710.00

A thorough review of each bid was conducted. The findings of this review were that two of the companies didn't submit a responsive bid and the other company's bid was extremely high. Based on this review and advice from City Attorney Fritz Wonderlich, I recommended that the Council reject all bids and allow City staff to research the possibility of purchasing goods and services on the open market more economically. On May 29, 2012, Council concurred.

As a result of our research, City staff has received open market quotes for the nine (9) areas outlined in the previous bid process. The open market quotes show a substantial savings when compared to the bids previously received (see attached cost comparison).

Budget Impact:

None

Regulatory Impact:

N/A

Conclusion:

Staff recommends that the Council adopt the resolution to purchase goods and services on the open market for the radio communications tower, building, and generator project.

Attachments:

1. Copy of Idaho Code 67-2805 (viii)
2. Cost comparison spreadsheet
3. Open market quotes
4. Proposed Resolution

CS:aed

TITLE 67
STATE GOVERNMENT AND STATE AFFAIRS
CHAPTER 28
PURCHASING BY POLITICAL SUBDIVISIONS
67-2805. Procurement of public works construction.

(viii) In its discretion, the governing board may reject all bids presented and re-bid, **or the governing board may, after finding it to be a fact, pass a resolution declaring that the project sought to be accomplished by the expenditure can be performed more economically by purchasing goods and services on the open market.** If identical bids are received, the governing board may choose the bidder it prefers. If no bids are received, the governing board may procure the goods or services without further competitive bidding procedures.

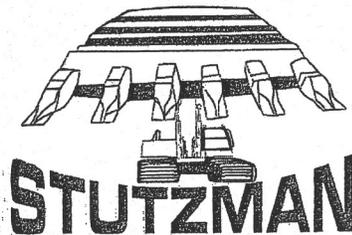
City of Twin Falls Communications Tower

Bid Date: May 24, 2012	Open Market Quote		Petruzzellii Electric	White Cloud Comm	Idaho Tower Co
		Notes			
Mobilization/ Demob 1	\$0.00		\$5,800.00	\$3,000.00	5,000.00
Site Work and Grading 2	\$0.00	A	\$9,200.00	\$2,941.00	\$10,000.00
Excavation and Rock Removal 3	\$7,700.00	A	\$9,465.00	\$17,647.00	\$20,000.00
Communications Tower 4	\$11,175.00	B C	\$12,780.00	\$7,352.00	\$25,000.00
Install Owners Supplied Comm Equipment 5	\$0.00		\$4,000.00	\$1,411.00	\$10,000.00
Communcations Building 6	\$38,448.00	B C	\$52,840.00	\$79,741.00	\$85,000.00
Back Up Generator and Pad 7	\$3,429.00	C	\$8,525.00	\$18,235.00	\$30,000.00
Site Electrical 8	\$22,700.00	C	\$22,540.00	\$22,659.00	\$15,000.00
Fencing and Gate 9	\$2,285.00		\$7,660.00	\$5,411.00	\$7,820.00
Totals	\$85,737.00		\$132,810.00	\$158,397.00	\$207,820.00

\$156,710.00 <- -See Note D

Notes:

- A = 2 & 3 Site Work/Grading, Excavation/Rock Removal
- B = Two Crane Days at \$4300.00. Possible One Day Only
- C = Tower and Building Split between Capital Equipment and Labor/Construction Materials
- D = Petruzzelli's final bid proposal was \$156,710.00 showing an 18 percent profit.



OFFICE (208) 733-2693
 FAX (208) 734-1302

P.O. BOX JJ
 2140 FLORAL AVENUE
 TWIN FALLS, ID 83303-0050

June 27, 2012

Lieutenant Craig Stotts
 Twin Falls Police Department

RE: Communication Tower
 Rock Removal Proposal

We propose to break and remove rock for 200.00 per cubic yard.
 To cover the costs of mobilizing our equipment the minimum billing will be 10cy or 2000.00.

Please note this price does not include any structural fill or back fill.

The volume of rock removed will be calculated by measuring the actual size of the foundation plus 1' on each side (i.e. if the foundation is 15'x15'x4' deep we will bill 17'x17'x4' which would be 43 cy).

Performing this work is subject to the availability of our rock breaking equipment.
 Please provide as much notice as possible prior to the anticipated start date so that we can schedule our equipment.

Respectfully submitted by: Stutzman Inc

Spencer Carter

Accepted by: _____

Signature: _____

Date: _____



ROHN Products

PO Box 5999
 Peoria, IL 61601-5999
 Telephone + 1 309 566 3000
 Facsimile + 1 309 566 3079
 www.rohnnet.com

June 26, 2012

City of Twin Falls

Twin Falls, ID

ROHN Quote No:Q12-101-0349
 Version No:0
 Project: City of Twin Falls
 100FT TOWER

Attn: Mike Dahmer
 Ph: 208-404-9216
 Fx:
 Email: mike@idahoquad.com

ROHN Contact: Joel Stone
 Ph: 309-566-3007
 Fx: 309-566-3085
 Email: Joel.Stone@rohnnet.com

ROHN Products is pleased to present this **BUDGETARY** quotation for your upcoming project.

Structure:

Item 1: 100 ft Self-Support Tower ROHN Model SSV **\$8,500.00**

Price Include(s):

Tower Structure - Hot Dipped Galvanized	Included
Anchor Bolts	Included
Anchor Bolt Templates (clusters only) - see Optional Items for pricing on Full Size Anchor Bolt Template	Included
Climbing Facility, Standard Inside Corner Climbing Ladder w/5/8" diam rungs at 15" spacing	Included
Step Bolts on one leg	Included
Fall Protection, 3/8" Safety Cable System w/o Trolley or Harness (for ladder only)	Included
Lightning Protection, (1) 5' Lightning Rod (no download)	Included
Grounding, TIA Rev G	Included
Top Plate - see Note #7	Included
Design Foundation design (Pile foundation design not included) based on submitted soil report Drawings and calculations with state PE seal / Conventional	Included

Total Price US Dollars **\$8,500.00**

Estimated Tower Freight (based on common carrier) **\$975.00**

Additional Freight for advanced shipment of Embedded Material **\$180.00**

(Freight is estimated FOB Peoria unless otherwise noted - Actual will be invoiced at shipment)

Applicable Federal/State Taxes Not Included

CURRENT LEAD TIME 7-8 WEEKS ARO

Design Criteria and Notes:

1. Structure is designed for 90 MPH basic wind speed with no ice and 40 MPH with 0.25 inches radial ice as per ANSI/TIA-222-G. **Structure Class: III**; Exposure Category: C; Topographic Category: 1. Tower height is nominal. Tolerance on Tower Steel Height is Equal to PLUS 1% or MINUS 1/2%.
2. Structure designed for antennas and lines as per the "Antennas, Ancillaries and Transmission Lines". Please refer to the enclosed information.
3. All welding conforms to AWS.
4. Additional corrosion protection may be required for steel guy anchors and direct embedded poles that come in direct contact with soil. This additional corrosion protection is to be provided by others, unless otherwise indicated.
5. Tower design will assume transmission lines will be directly attached to tower members UNLESS the optional waveguide ladder is purchased.
6. Estimated foundation design based on soil report (STRATA file: TWINPD T11014A dated January 9, 2012): to follow.
7. ROHN to supply a top plate for mounting camera. Camera mount by others. Field drilling (by others) may be required.

Antennas, Ancillaries and Transmission Lines

Description	Qty	Elev.(ft)	Azimuth	Mount	TX Lines	Qty	Line Support
Camera (on top plate)	1	100	N/A	Optional	7/8	1	Optional
Station Master Fiberglass antennas	2	80	N/A	Optional	7/8	2	Optional
Station Master Fiberglass antennas	2	75	N/A	Optional	7/8	2	Optional

Optional Items (Not included in total price) :

Full Size Anchor Bolt Template	\$650.00
(1) ROHN WGBS1210, 12" wide x 10' long Waveguide Bridge (each)	\$475.00
(1) 9-Hole Waveguide Ladder w/4' rung spacing (100' to Base) - SEE NOTE #5	\$445.00
3ft Side Arm (each)	\$130.00

Quote Specific Terms:

1- This proposal is valid for 30 days from the quotation date. Please refer to ROHN Products LLC's proposal number when submitting a purchase order.

2- Terms for materials are: 1/3 down payment – with the order, prior to fabrication; 1/3 down payment – when fabrication is complete and the tower is ready to ship; 1/3 within 30 days of shipment from the point of manufacturing (typical payment terms).

3- This proposal is subject to the attached Terms and Conditions of Sale.

4- Foundation and tower designs charges, if ordered independently, are \$1500. This cost is deductible from the overall price of the structure once the structure is released for production and shipped.

5- Quoted prices do not include taxes. Refer to Terms and Conditions of Sale. Taxes will be invoiced unless an exemption certificate is provided with the order.

6- Delivery schedules are contingent upon the backlog at the time of order and the availability of materials.

7- Certification of ROHN Products LLC's products or foundation designs based on specifications provided to ROHN Products LLC do not include services for serving as a project's prime professional or engineer of record for the purposes of reviewing and coordinating documents submitted for a building permit, including deferred submittals and documents prepared by others. ROHN Products LLC has not verified that the design parameters provided to ROHN Products LLC for this proposal meets the requirements for the intended application or meets the requirements of the appropriate regulatory agencies. Price adjustments may apply for requirements in addition to those stated in this proposal.

8- Prices for foundations designs to be based on geotechnical data to be supplied at the time of an order are based on the design of conventional foundations consisting of pier & pad, caissons, mat and deadman anchor blocks. Other types of foundation designs, if required for site-specific conditions, will be quoted upon receipt of the geotechnical data. (Pile Foundation design is NOT considered a Conventional Foundation type).

9- Materials and services placed on hold for more than 15 days after placement of an order will be subject to a price review upon notification to proceed with the order. This may result in an increase to the quoted prices.

10- For structures to be shipped by the customer at the point of manufacturing, dunnage and loading charges of \$350 may apply and will be invoiced with the structure.

11- Storage charges will be 2% of invoiced amount per day with a minimum charge of \$8.00 a day. These charges will be invoiced on a monthly basis for material requested to be withheld from shipment starting 30 days from the initial notification from ROHN Products, LLC, that the material was available for shipment.

12- Freight pricing is subject to change due to extreme freight price fluctuations and will be reviewed and confirmed at the time an order is placed for the quoted materials.

13- Additional freight may apply for optional items ordered. Prices for optional items are based on the optional items being ordered with the structure.

14- Acceptance of an order will be contingent on customer credit approval. Terms, as noted above, may be subject to change based on findings.

15- Design profile provided at time of quotation is preliminary and is subject to change based upon final design.

16- This quotation is proprietary, confidential and a trade secret of ROHN Products LLC. This proposal is being provided for the exclusive use of our customer and is not to be disclosed to third parties.

17- Unless noted above, ROHN Products LLC general terms and conditions (attached) apply.

18- Purchaser agrees to accept delivery on the mutually agreed upon delivery date. If this date passes, and the product is completed and staged for delivery, the Purchaser acknowledges that it has accepted title to the goods.

ROHN Products LLC Terms and Conditions Relating to All Sales

1. All quotation, proposals, prices, or other terms are made for acceptance within 30 days (after 30 days, prices in effect at time of shipment will apply) and shipment within 30 days of purchase order date, unless otherwise stated. They are subject to change without notice; however, ROHN invites your request for an extension. They are also subject to Credit and Marketing Department approval prior to acceptance. No other price protection is available.
2. Every effort will be made to maintain shipping schedules, either on ROHN equipment or via common carrier. ROHN cannot be responsible for delays in shipping caused by state or local agencies with regard to permits, routing, weather, detours, etc. All deliveries and schedules are contingent on availability of raw materials, fuel, and transportation. ROHN will not be liable for damages on account of any delays or abnormalities caused in shipping due to causes beyond our reasonable control. ROHN reserves the right to make partial shipments and to submit invoices accordingly.
3. Changes or modifications to orders can be made only by written agreement executed by all parties affected thereby, which agreement shall include any price modification.
4. ROHN's responsibility ceases upon delivery of all shipments to the carrier. The unloading of all shipments is the responsibility of the Buyer, not the carrier or ROHN. Buyer is warned against receipting for merchandises until careful inspection has been made. Any claim made against ROHN must be made within 90 days after receipt of merchandise. All merchandise leaving ROHN's factory has been carefully inspected and ROHN does not assume responsibility for damages or shortages which occur in transit. Buyer must make all claims and report all damages and losses to the delivering transportation company.
5. No federal, state, or local taxes are included in quoted prices. All quotations, proposals, prices, or other terms are subject to increase without notification by the amount of any sales, excise, or other tax levied or charged to seller by any governmental agency and any such tax will be passed onto purchaser as a tax or as an addition to the selling price. This also applies to all costs incurred due to local statutes or governmental regulations.
6. Orders are not subject to cancellation by Buyer except by written agreement with seller. Any order canceled, after any work has been done by ROHN, such as drawings, production, etc., will have a cancellation charge, to be determined solely at the discretion of ROHN for whatever work has been performed with a minimum of 25% of the purchase order price. If Buyer so chooses, he shall have the right to receive the material already performed at time of cancellation at the quoted price. If an order is canceled before any work has been done by ROHN, a \$200 cancellation charge will apply.
7. Material received may not be returned by Buyer except by written agreement with seller. In all cases, permission must be secured from ROHN prior to the returning of any goods for credit. All returned goods are subject to a minimum service charge of 25%, plus all transportation charges, and are subject to inspection by ROHN. Returned goods will be offered and paid for only upon proof of purchase (i.e. invoice no.) and credit will be issued against invoice value. ROHN reserves the sole right to determine amount of credit to be issued on all goods returned for credit. Only standard, currently manufactured ROHN products may be considered for return and credit. Unsalable products will be scrapped and no credit will be received. If returned goods are determined to have no value and Buyer wishes them returned, the Buyer will be charged return freight. Safety equipment, erection equipment, insulators, transformers, nuts and bolts are not returnable.
8. ROHN warrants the commercial items of its manufacture only, to be reasonably fit for the purpose for which they are manufactured and sold, provided, however, that this warranty shall be effective only if purchaser installs all material according to ROHN's recommendations and specifications and that purchaser during the warranty period shall regularly, not less than semi-annually, inspect and properly maintain all items. Any item found unfit for its purpose within 12 months from date of delivery will be repaired or replaced free of charge, F.O.B. ROHN's plant. ROHN shall be immediately notified in writing of such unfitness. ROHN reserves the sole right to determine if any material is to be repaired or replaced free of charge or to be supplied at ROHN's standard prices. Such obligation shall be limited to parts returned for inspection, properly packed and expenses prepaid, and providing inspection shall satisfactorily indicate defects. The warranty herein made is in lieu of all other warranties and, except as expressly stated herein, ROHN does not make and there are no warranties or obligations of any kind or nature whatsoever either expressed or implied including, but not restricted to, warranty or obligations as to product, material, workmanship, or manufacture or as to the use of the items covered hereby. ROHN shall not under any circumstances be liable to third persons for any claims for damages including direct, special, indirect, or consequential damages for any reason.
- The Buyer agrees to indemnify and to hold ROHN harmless for, of, and from any loss, claims, damages, expenses and attorney's fees, including but not limited to, any fines, penalties and corrective measures ROHN may sustain by reason of Buyer's failure to comply with said laws, rules, and regulations in connection with the performance of this sale.
- The above warranty warranted applies only to items manufactured by ROHN. Items not manufactured by ROHN are guaranteed only to the extent and in the manner warranted and guaranteed to ROHN by the manufacturer of such items and then only to the extent ROHN is liable to enforce such warranty or guarantee. ROHN will assume no responsibility for the adequacy of any product if material is used which is not totally supplied by ROHN. The above sets forth the only warranty made by ROHN in connection with items manufactured or sold by it, and any provisions in any proposals, specifications, advertising, or other provisions hereof, are merely descriptive and are not to be construed as warranties made by ROHN. All warranties are void on drawings made by others, whether by a professional engineer, sealed or not, that are not rechecked by ROHN and approved by ROHN. ROHN assumes no liability for the adequacy of the drawings or the product. Without limiting the generality of the foregoing, the Buyer hereby indemnifies ROHN and hold ROHN harmless from any and all claims and/or damages (including direct, special, indirect or consequential damages, attorneys' fees and costs) relating to or arising out of any highway structure or component not designed by ROHN. **ROHN hereby disclaims any and all warranties, including express or implied warranties of merchantability and fitness for any particular purpose, relating to or arising out of metal fatigue.**
9. ROHN reserves the right to change or modify the product and construction of any product manufactured by ROHN and to substitute material equal to or superior to that originally specified.
10. Buyer agrees not to disclose or make available to any third party processes, drawings, specifications, reports, photographs, data and other technical or proprietary information relating to ROHN products without obtaining prior written consent of ROHN.
11. No proposal, order, quotation, or acceptance may be changed or varied by verbal agreement, and all orders are accepted only under the provisions set forth herein.
12. Purchase orders and requests for quotations must be submitted in writing to ROHN. It is the responsibility of the Buyer or Buyer Representative to provide ROHN design criteria (environmental loads, equipment loads, operational limitations, geotechnical information, etc.) based on site-specific data. In designing the product for the Buyer, ROHN is relying solely and entirely on design criteria provided by the Buyer to ROHN. Without limiting the generality of the indemnities in these Terms & Conditions, the Buyer hereby indemnifies ROHN and holds ROHN harmless from and against any and all claims and/or damages (including direct, special, indirect or consequential damages, attorneys' fees and costs) relating to or arising out of any inaccuracy or incompleteness in design criteria provided to ROHN by the Buyer, and the Buyer waives all claims against ROHN for same.
13. If outside source inspection, assembly, etc. is required prior to shipment of an order, \$50.00 per man hour (plus equipment time, if applicable) is chargeable, with \$300.00 as a minimum.
14. Any welding inspection required by Buyer or Buyer's specifications must be done at ROHN's plant prior to packing and shipment of material from ROHN's plant.
15. A minimum charge of \$25.00 will be billed for special handling and preparation of material for air shipments.
16. ROHN reserves the right to apply all remittances and credit memos to the oldest outstanding balance in your account. No credits will be issued for any reason against a purchase order whose billing is more than 90 days old. Buyer corrections or complaints must be made within this period of time.
17. Standard catalog prices do not include special drawings or product evaluations. If any are required, there will be a charge.
18. ROHN at all times reserves the right to take pictures of any or all of its products after installation for advertising purposes, except those which are under classified governmental control.
19. The Buyer will be responsible for any extra charges incurred on prepaid shipments.
20. A service charge not to exceed 2% per month or maximum allowable per State law will be billed on all accounts not paid within 30 days of invoice date.
21. Minimum total net worth of merchandise which can be ordered is \$100.00. Any orders placed for less will be billed at \$100.00.
22. Storage charges will be .02% of invoice amount per day with a minimum charge of \$8.00 a day. These charges will be invoiced on a monthly basis for material requested to be withheld from shipment starting 30 days from the initial notification from ROHN, that the material was available for shipment.
23. All CIA requirements must be met with certified checks or money orders to insure prompt shipment.
24. All expenses incurred by ROHN during any collection effort shall be charged to the Buyer.

THERMOBOND BUILDINGS

ATTN: Michael D. Dahmer, P.E.

COMPANY: System Associates, Inc

ADDRESS: PO Box F, Jerome ID 83338

PHONE: 208 404 9216

EMAIL: mike@idahoquad.com

PROPOSAL NO. 1206-535

DATE: June 11, 2012

Prepared by: Rick Pfeifer
Thermo Bond Buildings, LLC
(303) 667-4904
rick@thermobond.com

Thank you for allowing Thermo Bond Buildings to bid on your project.

9'-0 O.D. x 12'-0 O.D. x 9'-0 I.D. shelter

1. (1) 3'x7' exterior steel door with passage & deadbolt hardware, door closer
2. Stone Aggregate Exterior (Color of Choice)
3. R-values of 11 in the walls and floor & R-19 in the roof
4. Painted "I" beam box skid assembly
5. Two-ply rubber roofing material with galvanized roof edging
6. Vinyl tile floor covering
7. 5/8" OSB/FRP interior finish
8. Freight to Site (Twin Falls, ID) if site is accessible to semi-truck & trailer.

Electrical package:

- a. (1) -100 amp, single phase distribution panel with main breaker
- b. (1)- 100 amp ASCO ATS Switch- all associated wiring
- c. (1)- 100 amp Exterior Generator Receptacle
- d. (4) - 2 tube, 4 foot fluorescent light fixture with switch
- e. (1) - 1 incandescent exterior light with switch
- f. (4) - 120v duplex receptacles
- g. (1)- Surge Arrestor- 200kA AC Data B82XXR
- h. (4)- 20 amp Ceiling mounted outlets , one for each rack
- i. (1) - 2 ton cool/5kW heat air conditioner with thermostat
- j. All electrical wires, breakers, boxes, conduit, etc. to make a complete assembly

Integration:

- k. (1) –Master Ground Bar
- l. (1)- Halo Ground system
- m. (1) 6 Port Wave Guide with 4" ports

9' O.D. x12' O.D. x 9' I.D. shelter and shipping	\$31,658.00**
Idaho State Process	\$ 1,400.00
Idaho State Tax on Total Building -2.5%	\$ 791.45
Total for shelter, freight to Twin Falls, ID*	\$33,849.45**

Idaho State tax dollar value will adjust based on final scope and shelter price.

Typical lead-time is 60-90 days from approved prints.

* Site must be accessible to truck/trailer.

**Fuel Surcharge: Included (currently \$.54 per mile)

Option:

(1) – ATS switch deduct	(\$1,900.00)
(1) – Surge Arrestor Deduct	(\$ 658.00)
(1) – Add for Ballistics protection – 9mm	\$1,434.00
(1) – Add for Ballistics protection – 357 magnum	\$2,490.00
(1) – Add for Ballistics protection – 44 magnum	\$4,201.00
(1) – Add for Ballistics protection – 30-06 UL752	\$5,911.00

This price does not include:

1. Foundation installation
2. Off load and securing of shelter to foundations
3. Site work and site grounding
4. Any applicable taxes
5. Any State Process Inspection Fees

We can design a specific integration package for your installation but below is a popular solution.

Optional Integration package:

DC Power System

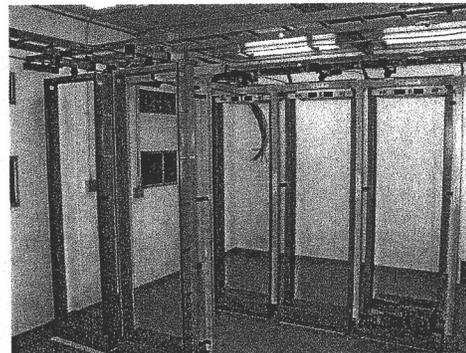
Integrated System/FrontWire200AmpMax

48VNegativePolarityOutputVoltage

19"/6RU/Mid-Mount

Dual AC Input per Rectifier

- (4) Rectifier Positions with (3)50modules
- (10) Distribution Circuit Breakers (60A)
- (4) LVBD Circuit Breaker Positions (100A)
- (1)Controller Card
- (1) Battery Thermal Probe
- (3) Battery tray with disconnect breaker 175A
- (3) Battery string, 48VDC 170AH



Relay racks

- (4) Size 7"x23" Steel EIA spacing with top and bottom isolation
- (4) 6" dual sided cable management panels Telco gray
- (4) Top bracing to ladder rack

Fiber raceway if needed

Fuse panels

(2)Fuse panel with breakers as dual buss A&B

- (2) 10A
- (4) 20A
- (6) 30A

Red, Blue and Black THHN #6AWG

Cable Ladder

12"x2" standard tubular cable ladder

- Dual rung power/ground hooks
- Ceiling supported wit 5/8" threaded rod

Price including materials, freight and installation materials \$23,999

If you have any questions or require further information please give me a call.

Thank you,

Rick Pfeifer

(303) 667-4904

rick@thermobond.com

WARRANTY

Thermo Bond Buildings, LLC (hereinafter Seller) warrants the equipment manufactured by them to be free of defects in workmanship and material under normal use and service provided it is properly installed, maintained and operated. Seller warrants that its equipment will be designed and manufactured to conform to the requirements expressly stated in the specifications. If any element or feature of the equipment is found to be defective within one year of the date of delivery and the Seller is immediately notified in writing of the nature of the defect, Seller will replace, repair or modify such equipment, at Seller's option and expense, within thirty (30) days of such notification. This warranty is exclusive and is in lieu of any and all other warranties, whether written or implied, including warranty of marketability and warranty of fitness for purpose. Seller's liability under this warranty is limited to repair, modification or replacement of the defective equipment, exclusive of any and all other damages or claims of whatever nature including and without limitation, Buyer's labor, loss of profits, consequential damages, down time, labor expenses, loss of production or any other damages resulting from the defect. Seller is not responsible for claims of any kind based upon loss of use, network down time, overhead, labor expenses, and damages to other equipment or loss of production or profits. In addition, Seller is not responsible for consequential or incidental damages arising out of or in connection with this warranty.

Any equipment carrying a separate manufacturer's warranty that is integrated into Seller's product will retain its manufacturer's warranty to the benefit of the Buyer, whatever that warranty may be. Seller does not warranty any equipment or parts carrying a separate manufacturer's warranty.

The remedies set forth herein are exclusive to the Seller and the Seller shall have the final decision as to the time and nature of the repairs, reinstallation or removal of any of its equipment as is necessary to bring it within warranty.

There are no rights, warranties or conditions, expressed or implied, statutory or otherwise, other than those contained in this warranty statement. This warranty is the entire and exclusive agreement between the Buyer and Seller. No agreement by the Seller shall otherwise exist as a release of or consent to any liability beyond those contained in this warranty.

Any agreement to purchase, payment or acceptance of delivery by the Buyer shall constitute an acknowledgement that they have read and understand the terms of this warranty, and that they agree to them.

This warranty shall not cover any intentional acts to Seller's equipment, natural disasters, acts of God or damage due to force majeure.

Any and all liability of the Seller under this warranty shall be limited to and not exceed the purchase price paid.

THERMO BOND BUILDINGS LLC TERMS AND CONDITIONS OF SALE

Thermo Bond Buildings, LLC PO Box 445 209 N. Court Elk Point, SD 57025 (800) 356-2686

1. Any order placed or any purchase order issued by the BUYER shall constitute an acceptance of all the terms and conditions contained in this document except for such terms and conditions as both the BUYER and the SELLER agree to in writing.
2. All new customers are required to fill out the attached “Confidential Credit Application”.
3. Prices quoted are in effect for a period of ninety (90) days from the date of quotation.
4. BUYER shall pay all local, state and/or federal taxes and fees applicable to the purchase of SELLER’S equipment. Where applicable, said charges will be added to the invoice of the SELLER by separate line item.
5. BUYER shall pay all freight expenses pursuant to the invoice of the SELLER. Delivery of the equipment or parts shall be F.O.B. point of factory. Title and Risk of Loss shall pass to the BUYER upon delivery to the destination agreed to by the parties. If at the BUYER’S request shipment is delayed beyond BUYER’S original requested shipment date and SELLER has issued an invoice to the BUYER for the completed equipment, it will be the BUYER’S responsibility to make payment in full at that time. Should BUYER request that shipment be delayed beyond BUYER’S original requested shipment date and Seller has completed the order, BUYER agrees to pay the SELLER a storage fee of Two Dollars (\$2.00) per day for each day that the SELLER stores BUYER’S property.
6. Changes shall be valid only if in writing signed by authorized representatives of BUYER and SELLER. Such changes must provide for any modification in the price or the time of delivery. Minor variations by SELLER in the details of design or construction of the equipment shall not give rise to any claim of defect or default. The SELLER reserves the right to make such minor changes in details or design and construction as shall in its judgment constitute an improvement over the original specification.
7. SELLER is not responsible for delay in delivery or other non-performance of this agreement due to force majeure, labor disputes or any other similar or dissimilar causes beyond the control of the SELLER. In the event of delay caused for reasons beyond the control of the SELLER, the time for the SELLER to perform shall be extended until such time as the disability has been removed.
8. This agreement shall be governed by the laws of the State of South Dakota. The Courts of South Dakota shall have exclusive jurisdiction over all controversies arising out of or in connection with this agreement. The parties consent to personal jurisdiction in South Dakota and agree that process may be served upon them by registered mail at the address stated at the head of this agreement or personally within or without South Dakota. If service is made in any manner other than personally within South Dakota the defendant shall be entitled to a period of twenty (20) additional days to answer over and above the time set by law.
9. The parties covenant and agree that if either acquires any right or rights to bring any action, suit or proceeding against the other as a result of any breach of this agreement, except for non-payment of the purchase price, the party acquiring such right or rights shall be conclusively deemed to have waived and relinquished the same unless such action, suit or proceeding is commenced within one year after such right or rights arose.
10. This agreement is not subject to cancellation or change unless requested by BUYER and accepted in writing by SELLER. In the event of any such cancellation, BUYER shall pay to SELLER, within thirty (30) days of such cancellation, the reasonable costs and expenses incurred by SELLER prior to receipt of the request for cancellation (including but not limited to engineering, manufacturing expenses and all commitments to its suppliers, subcontractors, and others), plus a reasonable percentage of the total of the foregoing for SELLER’S overhead and profit.

Buyers payment is due thirty (30) days from the date of invoice.

CONTRACT AGREEMENT

THERMO BOND BUILDINGS, LLC PROPOSAL NO: _____

DATE:

The parties agree to all of the terms and conditions and the proposal by Thermo Bond Buildings, LLC including the terms of payment. By affixing their signature, the parties agree to be bound by all matters contained in this document and all attachments.

SELLER:
THERMO BOND BUILDINGS, LLC (TBB)

By: _____

Its: _____

Dated this _____ day of _____, 20__.

BUYER:

By: _____

Its: _____

Dated this _____ day of _____, 20__.

THERMOBOND BUILDINGS



PO Box 445 – 109 E Pleasant, Elk Point, SD 57025-0445
 Phone 605.356.2756 Fax 605-356-2005 www.thermobond.com

CONFIDENTIAL CREDIT APPLICATION
Required for new customers

PREPARED FOR: Thermo Bond Buildings, LLC

APPLICANT:
 (Full Name and Address)

PHONE:
FAX:
EMAIL:

FEDERAL ID NUMBER:

ACCOUNTS PAYABLE CONTACT:
Name:
Phone Number:

DUNN & BRADSTREET:

BANK INFORMATION:
Name:
Address:
City, State, Zip Code:
Phone Number:

TRADE REFERENCES:
Name:
Address:
City, State, Zip Code:
Phone Number:

Name:
Address:
City, State, Zip Code:
Phone Number:

Name:
Address:
City, State, Zip Code:
Phone Number:

CREDIT RELEASE AUTHORIZATION:

All bank and trade references listed above are hereby authorized and requested by the undersigned to be released to THERMO BOND BUILDINGS, LLC.

By: _____ Date: _____



LOGIN |

ITEMS IN CART |

CONTACT US |

Direct Discounts
Buy Direct and Save

Tax-Free Guarantee
Except Illinois

Free Freight
All Generators (Lower 48)

Free Lift Gate
On Applicable Models

Home » 14-15 kW Generators

SEARCH |

Rush Order Processing = Secures In-Stock Generator + Leaves Warehouse Today [What's In-Stock](#) [Transit Times](#)

QUICK SEARCH

Select Style
Select Fuel
Select Watts
Select Brand

14-15 kW Generators

12 Products

Sort by: Bestsellers

Filter by:

Contact Us

351 Generator Models

Shop by Brand [-]



Honeywell KOHLER



All Brands

Shop by Style [+]

Shop by Fuel [+]

Shop by Watts [+]

Accessories [+]

Online 14-15 KW Generator and 14000-15000 Watt Generator Superstore.

Buy 14-15 KW Generators Direct and Save.

Generac Guardian Series™ 6052 - 14kW Smart Circuit Standby Generator System (Steel Enclosure) **\$3,429.00**
 Model: 6052 | 37% Buy This Item
 ✓ Tax-Free Guarantee
 ✓ Free Freight
 ✓ Free Lift Gate
 5 Reviews | 13 Q&As
 In-Stock | Rush Processing Available
 ADD TO CART |

Generac Guardian Series™ 5872 - 14kW Essential Circuit Standby Generator System **\$3,292.00**
 Model: 5872 | 18% Buy This Item
 ✓ Tax-Free Guarantee
 ✓ Free Freight
 ✓ Free Lift Gate
 14 Reviews | 16 Q&As
 In-Stock | Rush Processing Available
 ADD TO CART |

Generac GP15000E - 15,000 Watt Electric Start Portable Generator **\$2,399.00**
 Model: 5734 | 15% Buy This Item
 ✓ Tax-Free Guarantee
 ✓ Free Freight
 ✓ Free Lift Gate
 44 Reviews | 11 Q&As
 In-Stock | Rush Processing Available
 ADD TO CART |

Generac Guardian Series™ 5884 - 14kW Home Standby Generator **\$2,939.00**
 Model: 5884 | 8% Buy This Item
 ✓ Tax-Free Guarantee
 ✓ Free Freight
 ✓ Free Lift Gate
 6 Reviews | 10 Q&As
 In-Stock | Rush Processing Available
 ADD TO CART |

Kohler 14RESA - 14KW Home Standby Generator (Composite Enclosure) **\$3,694.00**
 Model: 14RESA | 8% Buy This Item
 Free Kohler OnCue Software (\$475 value)
 ✓ Tax-Free Guarantee
 ✓ Free Freight
 ✓ Free Lift Gate
 1 Review | 1 Q&A
 ADD TO CART |



How to Pick the Perfect Smart Circuit Generator

How to Library



Electric Generators Direct Lists Best Small Essential Circuit Standby Generators

News Center

BULK PURCHASE
BUY IN BULK & SAVE BIG



View Bulk Options

PAY BY CHECK

Pay by check and save 2% on orders over \$1000.

Learn More

PROJECT BID



3090 Highlawn Dr.
Twin Falls, ID 83301
(208) 732-0032

6/24/12

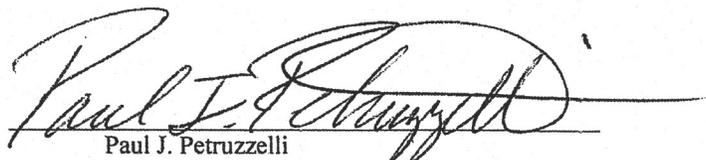
To: City of Twin Falls
Re: Communication Tower -TFPD Gun Range

Scope of Work:

1. Tower Footing – (rebar, concrete and labor for tower)
9'x9'x9'(4-6'deep) triangle, 4000 psi w/ 1/2" rebar
2. Building Pad - 12'x18'x6" fiber mesh, 4000psi w/ 1/2" rebar 12" squares
3. Generator Pad – approx. 8'x10'x6" w/ 250 gallon fuel retention curbing, 4000psi w/ 1/2" rebar 12" squares
Note: Need 28 day cure time before tower set
4. Provide 3" PVC conduit from IPCO transformer to building service meter location not to exceed 200'.
Trenching, rock chisel, removal and backfill by owner.
5. Provide and install sol#4 bare copper wire and 3 chem rods. Scope of work to include ground rings around tower, building, generator and fence line (to include jumpers to fence mesh) with point grounding configuration. This will consist of all ground rings to have jumper wires to the tower ground ring to include service entrance to building. Excavation, rock chipping and removal by owner.
Note: We need to have chisel and operator available for ground ring work.
6. Erection of tower crane by owner.
7. Work not mentioned, and/or upgrades to scope of work, to be charged time and material.

Bid includes labor and material for scope of work described. City electrical permit for 200amp service and grounding system.

TOTAL BID \$22,700.00



Paul J. Petruzzelli
Electrical Contractor

Thank you for the opportunity to bid your project.

***We provide 1 year warrantee on our materials and workmanship.**

This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials that may be required should unforeseen problems or adverse weather conditions arise after the work has started. Note: We may withdraw this estimate if not accepted within 30 days.

Bill's Fencing

2338 Garey Lane
 Filer, Idaho 83328
 731-3162

Estimate

Date	Estimate #
6/21/2012	1291

Name / Address
MIKE

P.O. No.	Project

Description	Total
INSTALL A PEN 20 X 30 100' OF 6' 9GA CHAIN LINK FENCE WITH 2" DIAMONDS IN FABRIC WITH 1 WALK GATE FULL WEIGHT POST 1 5/8 TOP RAIL , ROCK DRILLING	2,285.00T
ANY QUESTION CALL STEVE 731 3162	0.00
Serving Idaho since 1973. Thank you for your Business.	Subtotal \$2,285.00
	Total \$2,285.00

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, DECLARING THAT THE CITY’S “COMMUNICATION TOWER, EQUIPMENT BUILDING AND GENERATOR PROJECT” CAN BE PERFORMED MORE ECONOMICALLY BY PURCHASING GOODS AND SERVICES ON THE OPEN MARKET.

WHEREAS, The City has previously publicly bid its Communications Tower, Equipment Building and Generator Project, and rejected bids as either being nonconforming or too high; and,

WHEREAS, City staff has obtained quotes for all the component parts of the project, on the open market, and has provided documentation that the project can be performed more economically by purchasing goods and services on the open market, at roughly half the cost of the bids previously submitted; and,

WHEREAS, Idaho Code §67-2805(3)(viii) permits the City Council, after finding it to be a fact, pass a resolution declaring that the project sought to be accomplished by the expenditure can be performed more economically by purchasing goods and services on the open market.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TWIN FALLS, IDAHO:

That the City Council does hereby resolve and declare that the Communications Tower, Equipment Building and Generator project can be performed more economically by purchasing goods and services on the open market.

PASSED BY THE CITY COUNCIL
SIGNED BY THE MAYOR

, 2012.
, 2012.

MAYOR

ATTEST:

DEPUTY CITY CLERK



MONDAY July 16, 2012
To: Honorable Mayor and City Council
From: Mitch Humble, Community Development Director

Request:

Consideration of a downtown parking management plan.

Time Estimate:

The staff presentation will take approximately 10 minutes. Time will be needed for discussion and questions.

Background:

At the June 11, 2012 Council meeting, The Council directed staff to remove all the parking meters and poles from downtown and to prepare a downtown parking management plan that:

- Maximized free customer parking in those spaces closest to the businesses,
- Maintains some kind of parking lease program for employees, and
- Provides a reasonable, effective, and efficient enforcement program.

The Council also directed staff to continue to look for opportunities to develop additional public parking in appropriate areas by working with the URA, private partners, and possible grant assistance.

The meters were emptied and bagged on June 12th and were all removed by June 15th. The poles have all been removed now as well. Staff has also prepared a plan for downtown parking management that we think meets the direction given by the Council on June 11th. That plan is presented below.

Parking Enforcement:

With the removal of the meters, the parking program lost more than half of its revenue. Most of the parking fund revenue was used for employee salaries. The significant loss of revenue meant that a savings is needed from salaries. We have provided the necessary savings through re-structuring of duties between departments.

Code Enforcement was formerly located in the sanitation department and funded with Sanitation Fund money. With Sherry Jeff's retirement several months ago, we re-evaluated the Code Enforcement duties. Since many of the Code Enforcement duties also include zoning code enforcement, we have moved the Code Enforcement Division into the Planning & Zoning Department. This move also allows a single line of authority over all Code Enforcement functions. Code Enforcement funding will still come from the Sanitation Fund, as it always has, through fund transfers.

Parking enforcement was formerly managed by the Economic Development Department. It was set up that way because the parking management functions came to the City when we took over the management of the BID. It made sense for the BID to be managed by the Economic Development Department due to the downtown revitalization role of both groups. Since the BID was disestablished, parking management makes less sense to be located within Economic Development. Also, we wanted to free up the Economic Development Department to focus on economic development. Therefore, we have moved the parking enforcement duties to Code Enforcement as another one of their responsibilities. This move seems like a more natural fit for parking enforcement. Also, it provides some funding to maintain personnel that would have been lost with the loss of the parking meter revenue.

There is a funded vacant position in the Code Enforcement Division for additional code enforcement staff. Our plan is to move our current parking coordinator (Woody Cullen) into the Code Enforcement Division as a code enforcement officer, using funding from the vacant code enforcement position. The parking funds that remain (from leases/parking passes and fines) will be transferred into Code Enforcement to help pay the employees' salaries in that division. The employees will then be responsible for all their regular code enforcement duties, like weeds, signs, or yard junk, as well as downtown parking. Woody will be able to stay employed with the City and will still provide

parking enforcement, as well as additional code enforcement support. He will have a somewhat reduced parking enforcement presence, since some of the position funding is coming from code enforcement, but we will be able to maintain a regular parking enforcement program. We are able to provide regular parking enforcement with the current budget limits, even after losing the meter revenue.

Parking Locations and Time Limits:

I have attached maps for each of the parking lots for your review. We propose to provide both customer and employee parking in each lot. The employee parking will be located in the parking spaces furthest from the buildings along the lot perimeters, leaving the closer spaces available for free customer parking. We reviewed usage rate surveys that were prepared over the past few years. In all the surveys, every lot showed available customer parking spaces at all times of the day. We do not believe that more customer and less employee parking is needed at this time. However, we plan to conduct regular use surveys to monitor for necessary changes.

The City Code regarding parking in the public lots specifies that customer parking is limited to three hours. We considered both shorter and longer time limits. We feel that three hour limits are appropriate and should stay in place. Three hours is short enough to encourage parking turn over as an employee cannot stay for a half day shift then move their car on a break. A four hour limit would allow that to happen, effectively allowing employees to park in a customer space for the entire day simply by moving the car on a lunch break. However, three hours is also long enough to accommodate many of the customer needs downtown. For those customer needs that exceed three hours, we believe our plan for the lease or parking pass areas will provide an acceptable alternative. That part of the plan is discussed in the next section.

Former metered parking spaces along the streets are proposed to be limited to two hour parking. The meters only allowed a maximum of two hours. The City Code provided that each two hours in violation of a meter space would be considered a separate violation. We have two hour limits on Main Street parking in blocks beyond where the meters were located. Two hour limits should be familiar to downtown customers. As these spaces are the closest to the business entries, they should also be those that turn over the most, and a two hour limit will help keep those on-street spaces turning over.

Parking Passes:

It is important to provide longer term parking opportunities in the public lots for downtown employees and business owners. However, the lease program that we have been operating requires a significant amount of staff time to manage. When parking management was the responsibility of the Economic Development Department, Trudi Nutile, the Department administrative assistant, performed the lease management duties. The lease management duties were somewhat seasonal with the heaviest burden being caused by lease renewals in the late summer and early fall. After the leases are renewed, there are regular billings that are sent out quarterly. So, the work was not constant every week, but when it was needed, it was very time consuming. However, if we average it out for a year, Trudi spent about 18 hours a week, or nearly equivalent to a ½ time employee, performing parking management duties.

The time needed for lease management is important to understand when considering the loss of the meter revenue. The remaining parking fund revenues are all needed to maintain a regular parking enforcement program. There is no parking fund revenue left to fund a ½ time administrative assistant for parking management. Lisa Strickland, the current code enforcement administrative assistant, is one of the two administrative assistants for the Planning & Zoning, Building Inspections, and Engineering Departments in the Hansen Street building. She has no available time to perform the parking lease management functions in the way they have been performed. Also, Trudi no longer works at the City. Her economic development duties are now being performed by Katy Tuchette and Leila Sanchez, who are also both busy with other duties. The parking lease quarterly billings have been performed by Woody since Trudi left a few months ago. It is clear that we cannot operate a parking lease program the way we have been since we do not have the staff, or the funding to provide the staff, necessary to do so. We needed to come up with a viable alternative.

We are proposing to implement a university style parking pass program. When I attended the University of Utah, I bought a parking pass. That allowed me to park all day in several parking lots located around the campus. I purchased my parking pass at the student union building at the beginning of the school year. I wasn't billed and didn't make payments. Basically, I went in to the office and paid the employee a one-time fee and walked out with a

pass to hang on my rear-view mirror that expired a year later. The employee's time commitment to me was three minutes. I had the ability to park in any of the parking pass spaces on campus.

We plan to do the same kind of program for downtown parking. We will sell parking passes at any of our City counters where transactions can occur. We will provide a pass that hangs from the rear-view mirror in a car. We will write the expiration on the pass so that it is easily visible by enforcement personnel. The pass purchaser will then be able to display the pass in their car and park in any of the identified downtown parking spaces where a parking pass is required. They'll be able to stay in that space all day, just as they would if it were a lease.

We believe this system has several advantages to the current lease system in place. First, the time required by City staff to manage the parking passes is minimal. Any front counter employee will spend just a few minutes with a customer to sell a pass. Compared to the time necessary to review leases, sign leases, prepare billings, mail billings, receive payments, process payments, and then do it again three more times, the parking pass system will be far more efficient for City staff. Parking passes can be sold at the utility billing counter in City Hall, the Hansen Building, the police station, or even the Parks & Recreation office.

Another advantage is in parking pass flexibility. If all the parking pass spaces in a lot are full, a pass holder may move to the next lot and park in an available parking pass space there. Under the current lease program, a lease is only good in one lot. We were hesitant to over sell leases even though use of the lease spaces always left empty lease spaces. With parking passes we will realize greater use of the parking pass spaces.

We will also be able to sell parking passes for a variety of time periods. We can sell parking passes for a year, a month, a week, or even a day. This could be a very beneficial option for some. For example, a couple of years ago, the Census Bureau used the Obenchain Community Room for a week to train Census workers. While the Black Lot behind that building had several open lease spaces, the Census workers did not have leases and couldn't get them for a week. They were there in training all day long, so the three hour free parking limit posed a problem as well. If we had a pass system in place, we could have provided them with week-long parking passes for a very reasonable rate. Another advantage would be for some of the salons along Main Street. It could be that a customer has a service performed at a salon that requires them to be there for four hours. They could purchase a day parking pass and not have to worry about going out to move their car in the middle of the service.

We currently have several lease holders who have paid through the end of the fiscal year. Therefore, we are proposing to make the parking pass program effective on October 1st, along with the new fiscal year. That also gives us time to go through a new fee hearing process to adopt appropriate rates for the parking passes.

Parking Identification:

Part of the proposal also needs to address identification for parking, both about which spaces are free and about time limits. Since we removed the meters, we placed a few two-hour time limit signs along Main Street just to get us through tonight's plan presentation. Upon approval of the plan, we will locate additional time limit signs to clearly identify the limits in place.

In addition to the time limit signs, we propose to place directional signs at key locations along the roads in downtown that will direct customers to the free 3-hour parking lots. That way, if the on-street spaces fill up, customers will have some direction on how to find additional parking behind the buildings.

Within the parking lots, individual spaces are proposed to be identified as well. The current free vs. lease identification can be unclear. We propose to place concrete wheel blocks at each space that are color coded for each parking type. We will have four parking space types in lots: free 3-hour (green), parking pass (white), handicap (blue), and private (yellow). We do have some private parking spaces in our public lots due to prior property transactions, as well as the spaces dedicated to City Hansen Building employees in the Green Lot. Those spaces need to be identified so the general public does not park in a private space. We will place signs in each lot explaining the color coding. Wheel blocks will stick up from the ground and be visible even if snow has fallen and covered the parking space lines.

The Parking Fund does have a reserve fund balance that has built up over the last several years. The money in the reserve fund is sufficient to purchase the wheel blocks and signage needed to properly identify the various time limits, directions, and information needed to maximize use of our public parking.

Future Public Parking Lots:

One of the Council directives from June 11th was to work with the Urban Renewal Agency, the State (through grants), and private partners to identify and develop future public parking lots in appropriate locations. Staff is continuing to work on these opportunities. We have revenue from the recent sale of some excess City properties that we have earmarked for future public parking lot development. We have discussed the topic with the Urban Renewal Agency, and they are willing to participate and have funds available and budgeted for downtown public improvements. We have also had preliminary discussions with private property owners downtown regarding the idea of partnering on a parking project.

We have a pretty good idea of where additional downtown parking may be needed, at least under the current management scenario. However, we believe that the changes we are making to the management plan could cause some changes to the usage of our downtown parking. We also know that there are several vacant buildings along Main Street that have recently changed parking usage. We think it would be appropriate to implement the new parking management plan and let it operate for a time. We would like to examine how the new plan affects parking usage before we jump into a new parking lot project to make sure the project is in an appropriate location. Therefore, this proposal includes an implementation and re-evaluation period prior to making a recommendation to the Council regarding the next parking lot project. We do plan to monitor the situation closely and keep the Council informed of the situation.

Parking Code Changes:

There are a few chapters of City Code in Title 9 that address parking regulations. Staff has done an initial review of these code sections and feels that some Code Changes are needed. Below are a few examples of potential parking code amendments:

- Employee parking on Main Street – the Code currently prohibits employees from parking on Main Street, regardless of what we do with meters or time limits. The problem is that this particular code section is extremely difficult to enforce. We have issued violations to employees who have claimed they were parked on the street not for work, but to visit another business. We have no way to confirm one way or another, and have had to withdraw the violation. We have also issued violations to cars that we thought, or were told, were employees, but weren't. We feel that due to the difficulty of enforcement and since we have 2-hour time limits, this section should be removed.
- Parking meters – there is a large section of the Code referring to parking meters that is no longer necessary. It may be appropriate to strike the section. Even if in the future we decide to install new meters, it is likely that new meter regulations will also be appropriate at that time.
- Parking leases – there are references to parking leases that should be changed to parking passes to correspond to the new program.
- Warning tickets – the Code designates that a person's first parking violation of each month shall be a warning violation. There are many people who will park in violation of the Code until they get a warning, they will comply until the first of the next month, and then do it all again. We know this from the amount of repeat warning violations issued. The warning violations should be stricken from the Code since they do not promote maximum utilization of customer parking.
- Fee escalation – the Code provides for a fee escalation for violations in the same month. This escalation is time consuming to track and we may be better off with simple a flat violation fee.
- Inconsistencies – there are various inconsistencies within the Code. For example, the effective hours for parking rules in the parking lots in one section are 8:00 to 5:00, but are 9:30 to 3:30 in another section. Inconsistencies should be addressed.
- Regulation days – the parking rules apply Monday through Saturday. However, employee usage declines on Saturdays. Also, Saturday enforcement will be difficult to provide with consistency. If the employee need and enforcement availability are reduced on Saturdays, it may be appropriate to amend the Code to apply the parking regulations Monday through Friday only.

These are some examples of potential code amendments. We do not have a Code revision complete and ready for discussion at this meeting. Therefore, our proposal includes a recommendation to the Council to allow staff to schedule a Code amendment action item at a future Council meeting, to be done in time for an October first implementation.

Disposal of Meters:

Finally, what do we do with all the meters we recently removed? This question has been asked many times in the last few weeks. We've also received several suggestions, none of which have been shared by two people. Some of those suggestions have been:

- Sell/auction the meters to the public ourselves and apply the revenue to a City downtown project like the fountain rehabilitation or a future parking lot
- Sell the meters to another city or parking entity
- Donate the meters to a non-profit entity for their use as a fund raiser
- Donate a portion of the meters to various non-profit entities to spread the fund raising opportunities
- Recycle the meters for the cost of the metal
- Give the meters to various individuals as recognition or a "thank you" for services rendered to the City
- Provide the meters as a medium for some sort of art project, like a decorate the meter competition
- Etc...

Staff had discussed making a recommendation to the Council about what to do with the meters. We found that we had so much response and input on the issue that it has become one of great public interest. So, we have provided some of the suggestions we received and respectfully decline to offer our advice. We leave the issue in your very capable hands and await your direction.

Approval Process:

Staff is requesting support for the parking management plan and direction on a few items like future Code amendments and disposal of the meters. There are no special requirements for these actions. A simple majority vote by the Council is all that is required.

Budget Impact:

The plan as presented above is budget neutral. It provides the service described using current budgeted funds and a one-time parking reserve fund balance. Depending on the direction given regarding disposal of the meters, there could be some revenue as a result of that process.

Regulatory Impact:

Approval of the request will mean regulatory changes to the operation of the parking program. The specific changes have been described above.

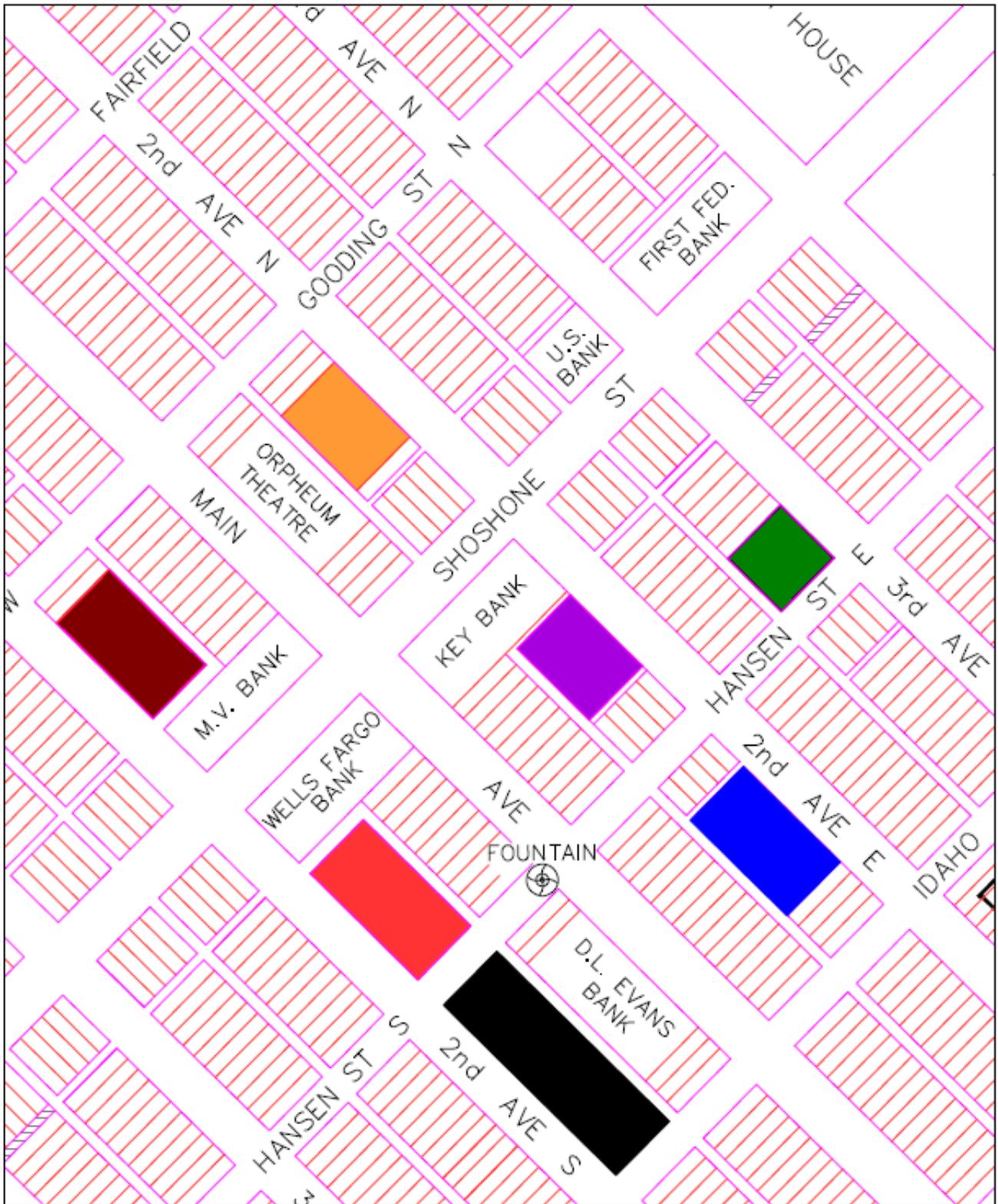
Conclusion:

Staff recommends that the Council approve the proposed downtown parking management plan and provide direction regarding the disposal of the parking meters.

Attachments:

1. Parking Lot Location Map
2. Parking Layout Maps for Each Public Lot

PARKING LOT LOCATIONS



BLACK LOT



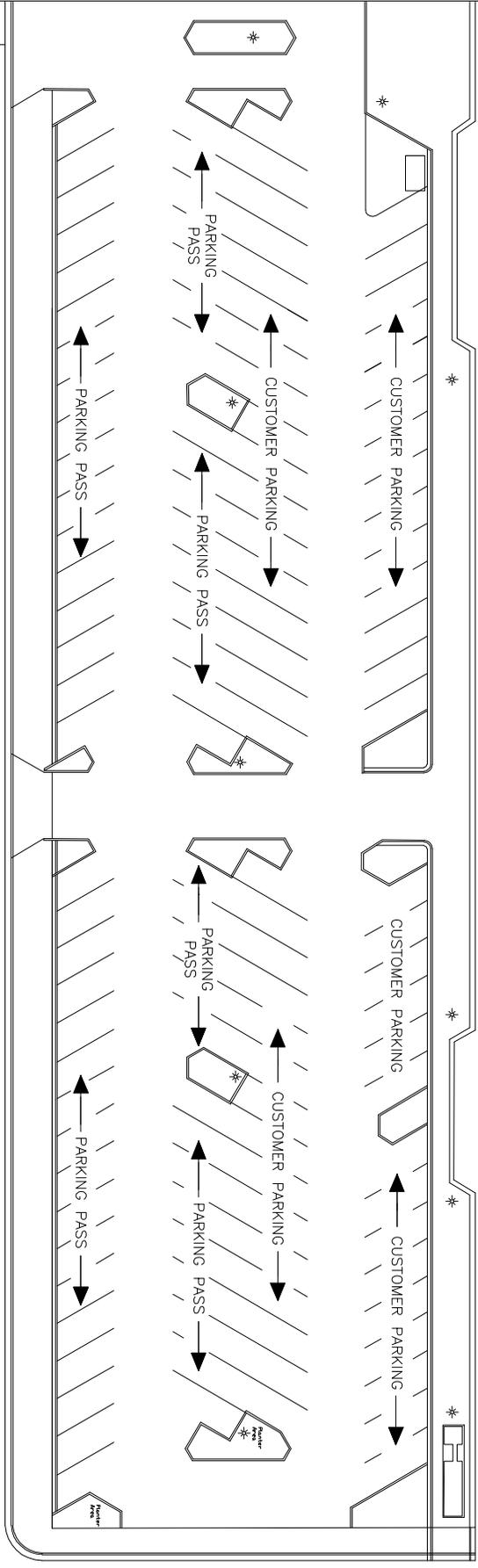
CLAUDE BROWN'S

D.L. EVENS BANK PARKING

OBENCHAIN INSURANCE

2ND AVE. SOUTH

HANSEN STREET S.



HANSEN STREET E.

END AVENUE EAST

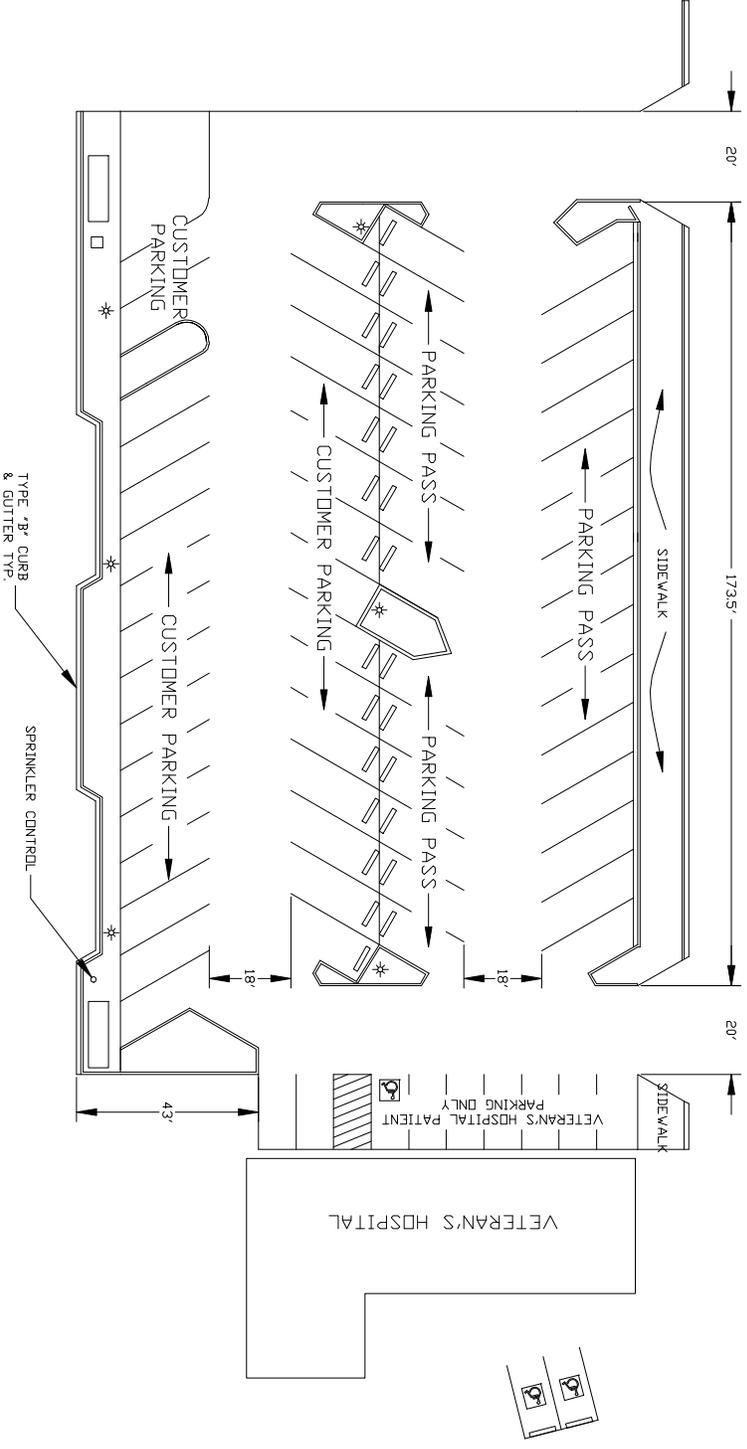


BLUE LOT

BANNER FURNITURE

MUSIC CENTER

ADVANTAGE ARCHERY



104HD STREET E.

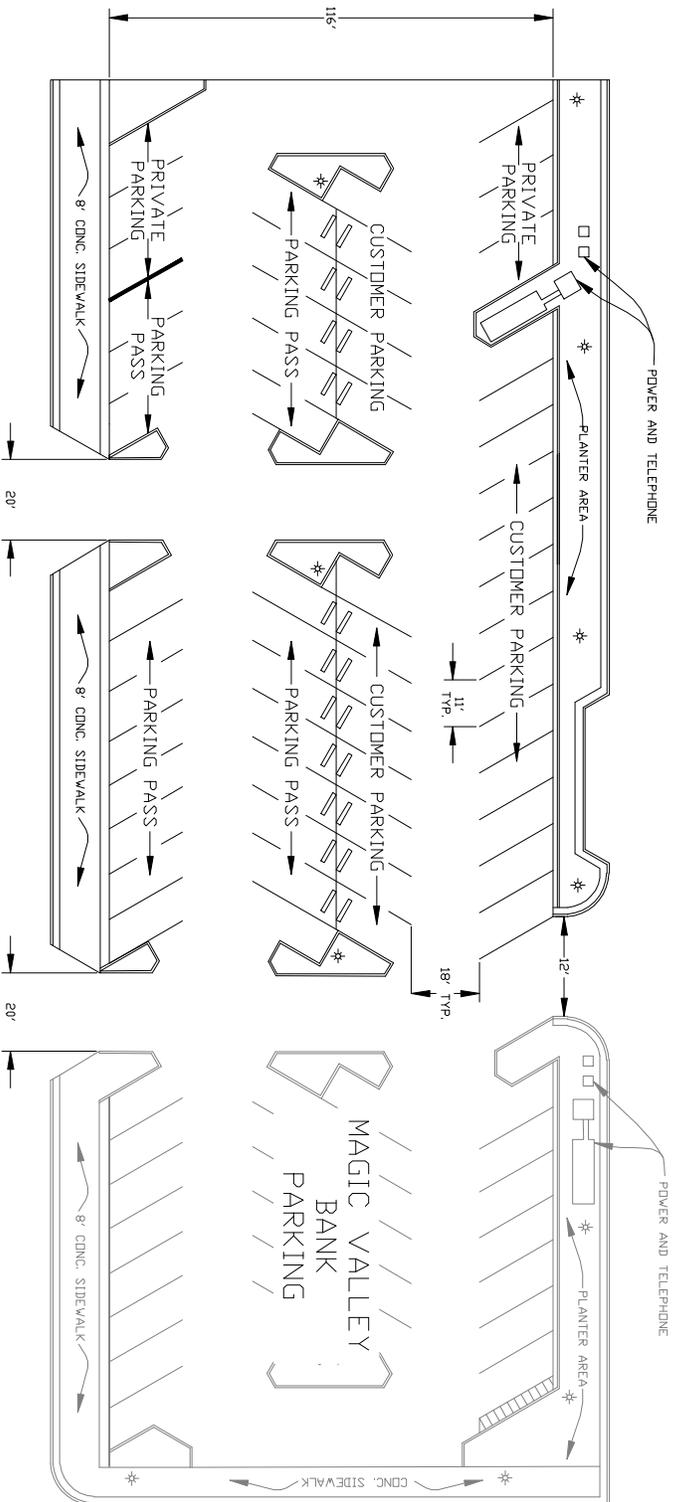


BURGUNDY LOT

RUDY'S

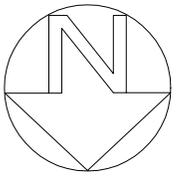
INSPIRED LIVING

ALLEY BLOCK 102



SHOSHONE STREET

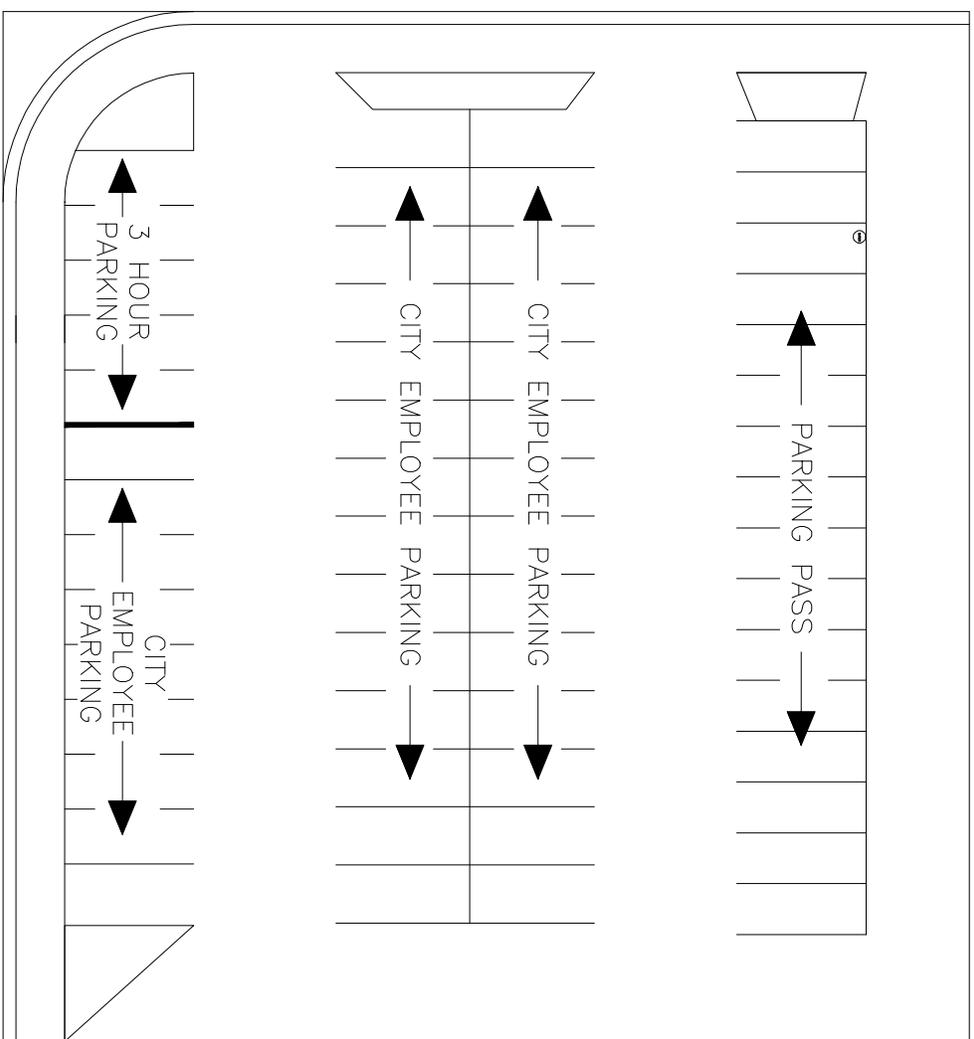
2ND AVENUE WEST



GREEN LOT

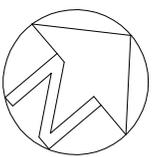
BEACON RESTAURANT

HANSEN ST.

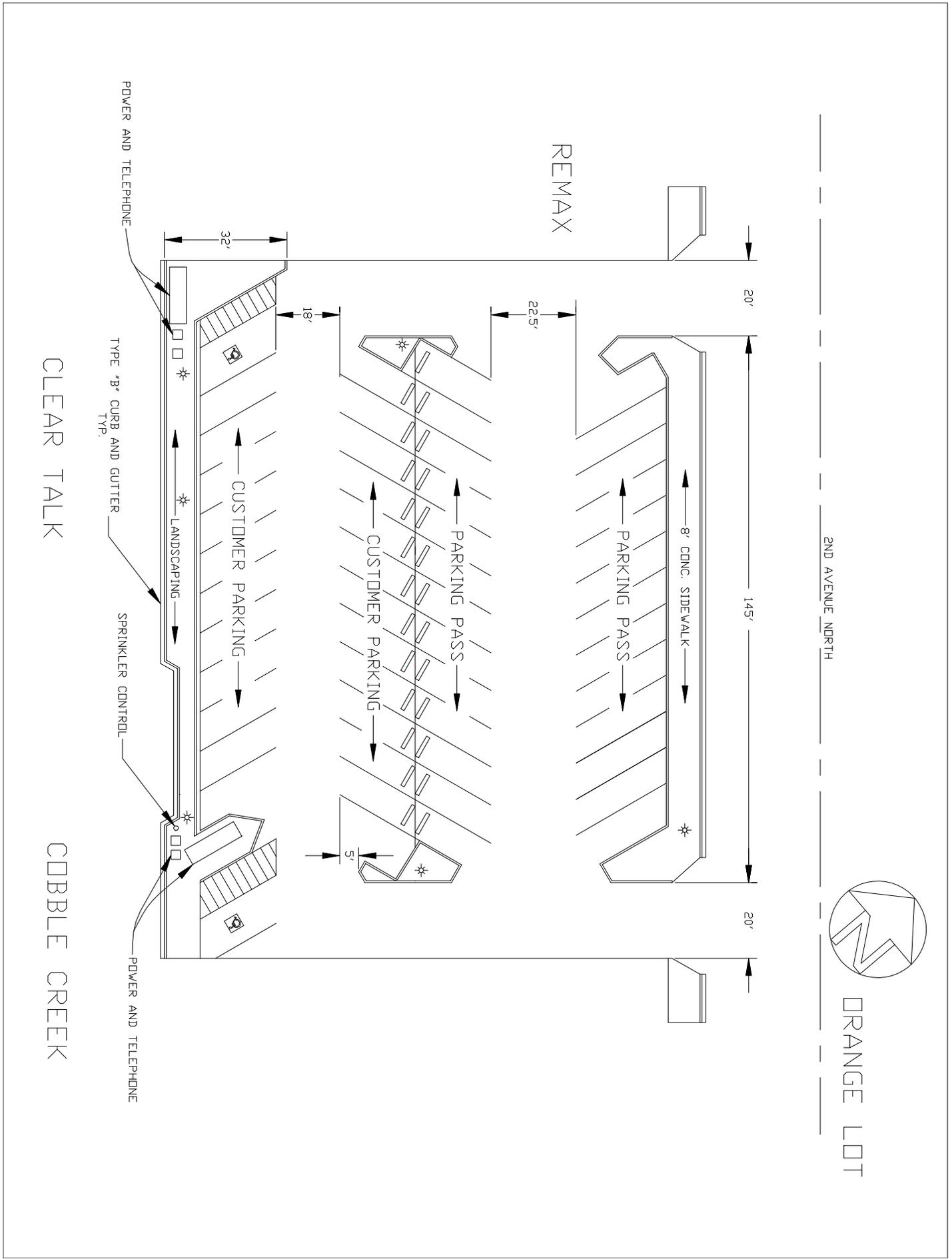


3RD AVE. EAST

2ND AVENUE NORTH



ORANGE LOT



REMAX

20'

145'

20'

22.5'

5'

18'

32'

POWER AND TELEPHONE

TYPE 'B' CURB AND GUTTER TYP.

SPRINKLER CONTROL

POWER AND TELEPHONE

CUSTOMER PARKING

LANDSCAPING

PARKING PASS

CUSTOMER PARKING

PARKING PASS

CLEAR TALK

COBBLE CREEK

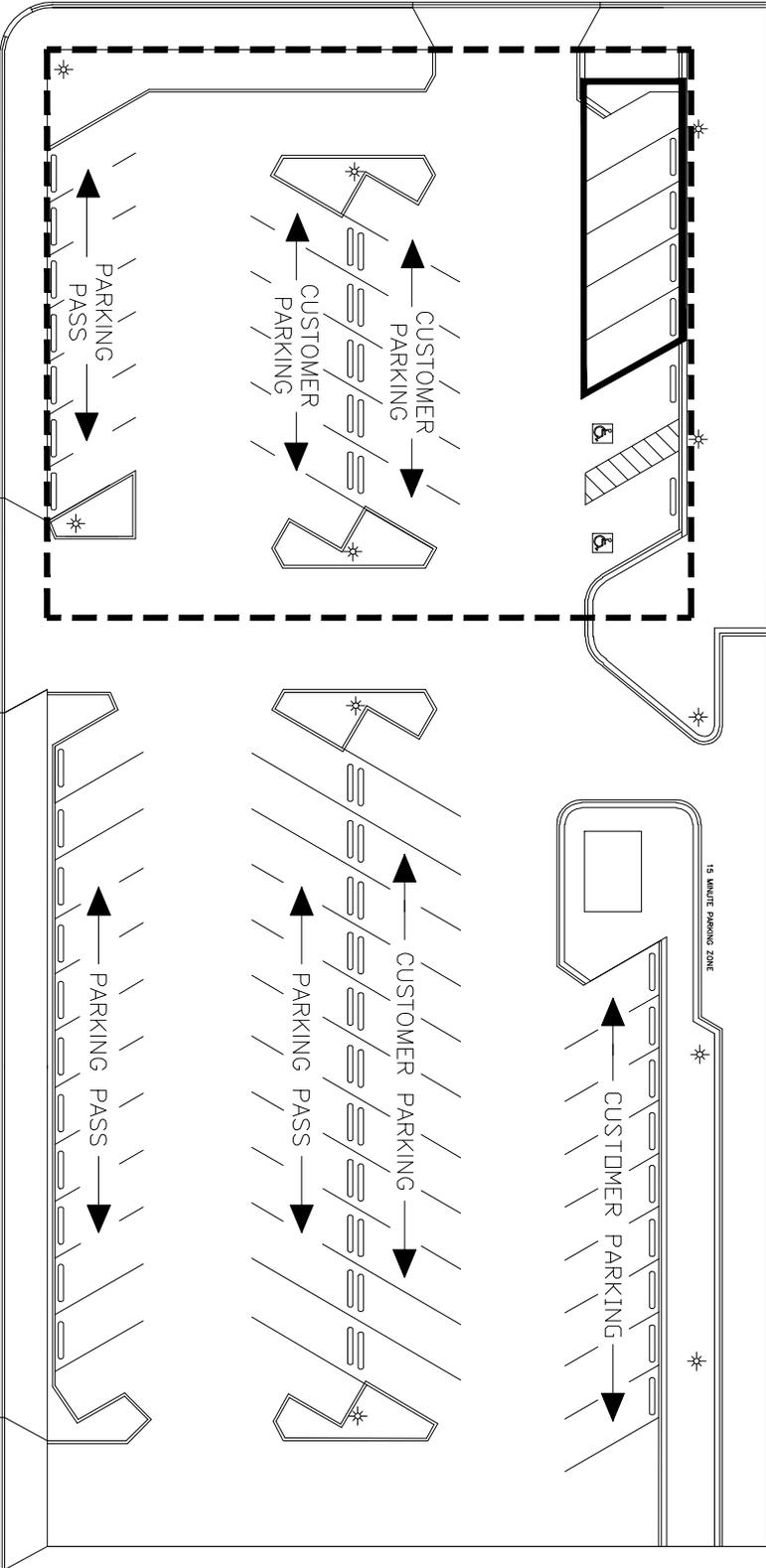
HANSEN ST. EAST

--- URA OWNED
— PRIVATE SPACES

PLUM NATURAL

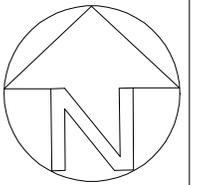
FOX FLORAL

PURPLE LOT



2ND AVE. EAST

KEY BANK

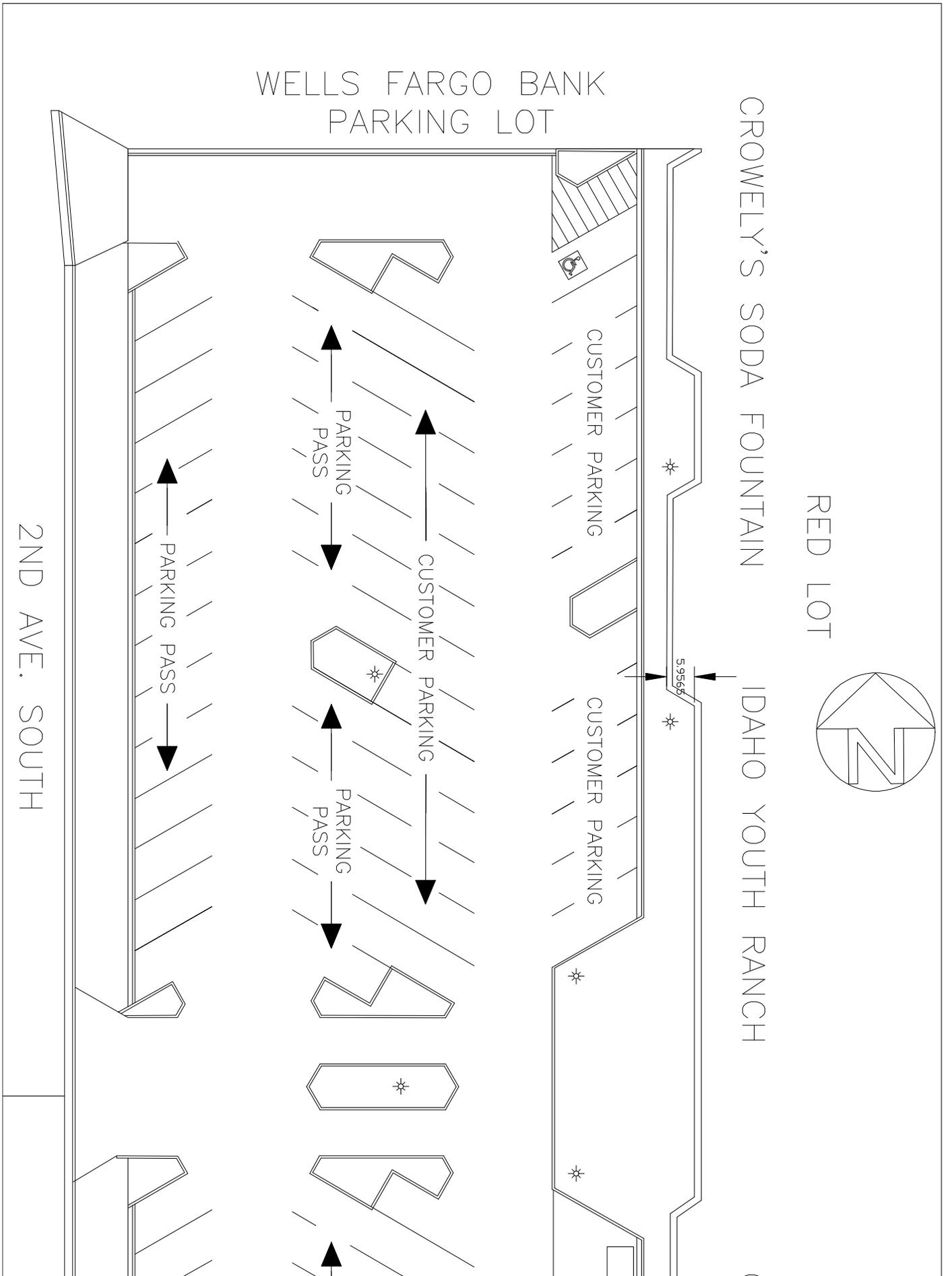


RED LOT

CROWLEY'S SODA FOUNTAIN

IDAHO YOUTH RANCH

WELLS FARGO BANK
PARKING LOT





Public Hearing: **MONDAY JULY 16, 2012**

To: Honorable Mayor and City Council

From: Mitch Humble, Community Development Department

ITEM IV-

Request:

Request for a Zoning Title Amendment which would amend Twin Falls City Code 10-12-3.11; Parks and Storm Water Retention/Detention, by adding a new section **(G), In-Fill Contribution Reduction**, c/o City of Twin Falls Parks and Recreation / Dennis Bowyer, Director. (app. 2520)

Time Estimate:

The applicant's presentation may take up to fifteen (15) minutes. Staff presentation will be approximately five (5) minutes.

Background:

Applicant:

City of Twin Falls,
c/o Dennis Bowyer, Director of Parks & Recreation
P.O. Box 1907
Twin Falls, ID 83303-1907
208-736-2265

Applicable Regulations: 10-12-3.11, 10-14-1 through 10-14-7

Approval Process:

10-14-5: PUBLIC HEARING:

The Commission shall hold a public hearing and make recommendations on proposed zoning amendments. Zoning amendments may consist of text or map revisions.

10-14-7: ACTION BY COUNCIL:

The Council, prior to adopting, revising or rejecting the amendment to this Title as recommended by the Commission shall conduct at least one public hearing using the same notice and hearing procedures as the Commission. Following the Council hearing, if said Council makes a material change from what was presented at the public hearing, further notice and hearing shall be provided before the Council adopts the amendment.

Upon granting or denying an application to amend this Title, the Council shall specify:

- (A) The regulations and standards used in evaluating the application.
- (B) The reasons for approval or denial.
- (C) The actions, if any, that the applicant could take to obtain a permit.

In the event the Council shall approve an amendment, such amendment shall thereafter be made a part of this Title upon the preparation and passage of an ordinance. (Ord. 2012, 7-6-1981)

History:

The City Council approved Ordinance 2012 on July 6, 1981 which replaced Title 10 of the Twin Falls City Code in its entirety.

On April 11, 2005, the Council approved Ordinance 2822 which required parks and storm water retention/detention, dedication and development; setting standards for such development; and providing for an effective date.

The Parks and Storm Water Retention/Detention regulations were last modified with Ordinance 2954 (11-03-08) when section (F) was amended by permitting expenditure of in lieu park contributions outside the boundaries of the arterial streets in which the development from which the fees originated is located.

Budget Impact:

Approval of this request will have an impact on the City budget as it will reduce the amount of parks in-lieu fees for in-fill development.

Regulatory Impact:

Approval of the amendment shall be by majority vote of the city council. Upon recordation of an ordinance the amendment shall be made a part of Title 10.

Analysis:

This is a request to amend Twin Falls City Code; Title 10; Zoning & Subdivision Regulations; chapter 12; General Subdivision Provisions; Section 3.11; Parks and Storm Water Retention/Detention by adding paragraph (G) which allows for a reduction of Parks In-Lieu fees for in-fill development. Presently Parks In-Lieu contributions are figured the same for any residential plat regardless of whether it is an in-fill project or not.

The City Council requested staff and the Parks & Recreation Commission to review the Parks In-Lieu fees. The Council was concerned that the fees were affecting smaller residential in-fill developments.

A task force from the Parks & Recreation Commission was formed. They met several times to develop criteria to be considered when determining if a project was an in-fill development.

The task force determined that if the developer met all five (5) criteria they would qualify for a 50% reduction in their in-lieu fees.

The Five (5) Criteria Are As Follows:

- 1. The number of household units must be 8 or less per acre, as identified on the preliminary plat**
- 2. Development shall be located within city limits**
- 3. Development shall not border an arterial street.**
- 4. Development shall not border the city limits**
- 5. Development must not have been converted from agricultural land**

The task force presented their recommendations to the full Parks & Recreation Commission on Tuesday, May 8, 2012. The P&R Commission unanimously decided to forward this recommendation for Planning & Zoning Commission consideration.

There have been thirty-five (35) residential subdivisions that have gone through the Parks In-Lieu fee process since adoption of the ordinance in 2005. Seven (7) would have qualified for the 50% reduction in fees.

On Tuesday, June 12, 2012 the Planning & Zoning Commission unanimously recommended approval of the amendment, as presented.

Conclusion:

Staff concurs with the recommendation of the Commission. As this request was generated by the city council the draft ordinance has been prepared and is attached for your review.

Attachments:

1. Letter of Request
2. City Code Section 10-12-3.11 w/proposed changes
3. Chart of subdivisions
4. Portion of minutes from the June 12, 2012, P&Z public hearing.
5. Draft Ordinance



TWIN FALLS PARKS AND RECREATION

136 Maxwell Ave. • PO Box 1907 • Twin Falls, ID 83303 • Phone: 208-736-2265 • Fax: 208-736-1548

TO: Planning & Zoning Commission
FROM: Dennis J. Bowyer, Parks & Recreation Director
RE: Modification of In Lieu of Fees
DATE: May 22, 2012

The Twin Falls City Council directed staff and the Parks & Recreation Commission to review the Parks in Lieu of fees. The Council wanted the Commission to review how the in lieu of fees could affect in-fill developments and did the fees even discourage those developments.

The formula for the in lieu of fees are: $C = (L+P)(H)(.01)$

(L) - Per acreage appraised value of the land in the development

(P) - Current park development cost is \$31,700

(H) - Number of household units in the development

For undeveloped property, the appraised value per acre can run from \$5,000 to \$40,000. With in-fill development, the appraised value per acre can run over \$100,000.

A task force from the Commission along with staff was formed to review this. This task force was trying to define what is an in fill development. After several meetings and discussions with the Planning & Zoning staff and an engineer whose is involved with many development, the task force came up with the following criteria for a development that would qualify for a reduction of in lieu of fees.

Here are the following criteria the task force developed. If the development meets all of the criteria to be considered an in-fill project, then they will receive a 50% reduction in their in lieu of fees.

1. Must be eight (8) or less household units per acre
2. Must be inside the City limits
3. Can't border an arterial street
4. Can't border the City limits
5. Can't be converted from agriculture land

The task force presented their recommendations to the full Parks & Recreation Commission on Tuesday May 8th, the Commission recommended unanimously to forward this recommendation for Planning & Zoning consideration.

Of the 35 developments that has gone through the Parks In Lieu of Fee process, only seven (7) would have qualified for the 50% reduction of in lieu of fees.

The Benefits are Endless...

10-12-3-11: PARKS AND STORMWATER RETENTION/DETENTION:

No residential plat shall be approved unless it includes provision for parks and stormwater retention/detention. Developers may combine land designated for stormwater retention/detention with the requirement of parks in compliance with the city's standard design drawings.

(A) Park Defined: A "park" is a parcel of land dedicated to the public maintained for the primary purposes of recreation and open space. A "minipark" is a park that is a minimum of fifteen thousand (15,000) square feet and will be accepted only in combination with stormwater facilities. A "neighborhood park" is a park that includes at least three (3) acres of flat open space.

(B) Contribution: The developer of each residential subdivision, or any part thereof, without regard to the number of phases within the subdivision, shall set aside or acquire land within, adjacent to, or in the general vicinity of the subdivision for neighborhood parks. Neighborhood parks shall be located so as to serve the largest number of household lots as is practical without crossing an arterial street. The number of acres of land set aside for neighborhood parks shall be a minimum of the sum of the number of household units in the subdivision multiplied by 0.01. The city council may approve up to fifty percent (50%) of this land contribution for development of walking/bicycle trails.

(C) Improvements: Development of miniparks and neighborhood parks shall include curb, gutter, finish grading, sidewalks, irrigation systems and ground cover, complying with city standards.

(D) Facilities Outside Of Parks: Stormwater facilities outside of neighborhood parks or miniparks shall be incorporated into a residential lot or lots within the subdivision. Subsurface retention/detention facilities shall be located within a maintenance easement and in a manner that allows easy access with minimum disturbance to adjacent property.

(E) Dedication And Maintenance: All park land shall be dedicated to the city upon completion of all required improvements, and accepted and maintained by the city after it is determined that all standards have been met. (Ord. 2822, 4-11-2005)

(F) In Lieu Contributions For Neighborhood Parks: The city council may, at their discretion, approve and accept cash contributions in lieu of park land with improvements, which contributions shall be used for park land acquisition and/or park improvements within the boundaries of the arterial streets in which the development is located (Ord. 2954, 11-3-2008). In the event that no such facilities or needs are so located, the director may propose a budgeted expenditure to apply the funds to needs identified at any such facility existing within one mile of the boundaries of the project from which the funds originated. If the director determines that no reasonable use exists within the extended geographical area, the director shall, with the approval of the parks and recreation commission, propose to the city council a specific application for the funds which need not be limited geographically, and may include such use as future land acquisition.

The fee structure for cash contributions for acquisition of park land shall be the appraised value of the required land area at the time of the application. The appraisal shall be submitted by a mutually agreed upon appraiser and paid for by the applicant. The fee structure for park improvements, including all costs of acquisition, construction and all related costs, shall be based upon the estimated costs of an approved improvement provided by a qualified contractor and/or vendor. (Ord. 2954, 11-3-2008)

(G) In-Fill Contribution Reduction: If the city council approves cash payment in-lieu of dedication of parkland and upon the residential plat/development meeting all five (5) criteria, the development shall qualify for a 50% reduction on their cash contribution in lieu of dedication of parkland.

The five (5) criteria are:

- 1. The number of household units must be 8 or less per acre, as identified on the preliminary plat**
- 2. Development shall be located within city limits**
- 3. Development shall not border an arterial street.**
- 4. Development shall not border the city limits**
- 5. Development must not have been converted from agricultural land** (Ord. , ____2012)

	Residential Subdivision	Acres	Household Units	Household Units per Acre - 8 or Less	Inside City Limits	Does NOT Border an Arterial Street	Does NOT Border City Limits	Was NOT Converted from Agriculture Land	Qualified as an In-Fill Development
1	Ensign	40.00	49	✓	✓			✓	
2	Stonehedge	9.00	29	✓	✓		✓		
3	Davis Height	1.00	8	✓	✓		✓	✓	
4	Laurelwood	31.00	22	✓		✓	✓		
5	Treasure Meadows	9.90	39	✓	✓				
6	Eagle Parke	30.47	76	✓	✓				
7	Robbins Avenue PUD	1.49	24		✓	✓	✓	✓	
8	Bosero	18.77	67	✓	✓				
9	South Estates	39.78	147	✓	✓				
10	South Hampton	3.97	36		✓	✓	✓		
11	Benno's Point	45.86	193	✓	✓				
13	Quail Ridge Estates	70.67	41	✓			✓	✓	
14	The Preserve	372.00	900-1200	✓				✓	
15	Desert Falls	58.00	48	✓			✓		
16	Northern Sky	29.40	77	✓	✓				
17	Hunter's Estates	1.90	12	✓	✓	✓	✓	✓	Yes
18	Golden Eagle III	70.00	295	✓	✓				
19	Perrine Point	77.00	264	✓	✓				
20	Timberlake Village	4.75	68		✓		✓		
21	Southern Comfort	2.18	20		✓				
22	Anderson Meadows	2.09	1	✓	✓	✓	✓	✓	Yes
23	Pioneer Estates	13.10	42	✓	✓	✓	✓		
24	Parkwood #4	1.73	6	✓	✓	✓	✓		
25	Shoshone Heights	55.00	52	✓		✓	✓	✓	
26	Sugarsweet	0.32	1	✓	✓	✓	✓	✓	Yes
27	KRP (old Rock Creek Acre)	1.00	1	✓			✓		Yes
28	Shoshone Heights	108.60	100	✓		✓	✓	✓	
29	Culbert Farms	5.57	1	✓			✓		
30	Copper Basin	43.80	209	✓	✓	✓			
31	Baker	0.81	2	✓	✓	✓	✓	✓	Yes
32	Romero	1.22	15		✓	✓	✓	✓	
33	Dry Creek	0.43	1	✓	✓	✓	✓	✓	Yes
34	Zebarth	2.60	1	✓			✓	✓	
35	K&L	0.65	4	✓	✓	✓	✓	✓	Yes
36	Platinum Trio	0.31	2	✓	✓	✓	✓	✓	Yes
If a residential subdivison meets all FIVE (5) criteria, they are eligible for a 50% reduction for their Park In Lieu of fees.									
These are the FIVE (5) Criteria:									
There are 8 or Less Household Units Per Acre			Property does Not Border the City Limits						
Property IS Inside of City Limits			Property was Not Converted from Agr Use						
Property does Not Border an Arterial Street									



MINUTES
Twin Falls City Planning & Zoning Commission
June 12, 2012-6:00 PM
City Council Chambers
305 3rd Avenue East Twin Falls, ID 83301

PLANNING & ZONING COMMISSION MEMBERS

CITY LIMITS:

Wayne Bohrn Jason Derricott Tom Frank Kevin Grey Terry Ihler V. Lane Jacobson Chuck Sharp

Chairman Vice-Chairman

AREA OF IMPACT:

Lee DeVore Steve Woods

CITY COUNCIL LIAISON

Rebecca Mills Sojka Suzanne Hawkins

ATTENDANCE

PLANNING & ZONING MEMBERS

PRESENT:

Bohrn
Frank
Grey
Sharp

ABSENT:

Derricott
Ihler
Jacobson

AREA OF IMPACT MEMBERS

PRESENT:

Woods

ABSENT:

DeVore

CITY COUNCIL MEMBERS PRESENT:

Mills Sojka Suzanne Hawkins

CITY STAFF PRESENT:

Carraway, Strickland, Vitek, Wonderlich

AGENDA ITEMS FOR CONSIDERATION AND PUBLIC HEARING

IV. PUBLIC HEARING ITEMS

5. Request for a Zoning Title Amendment which would amend Twin Falls City Code 10-12-3.11; Parks and Storm Water Retention/Detention, by adding a new section (G), In-Fill Contribution Reduction, c/o City of Twin Falls Parks and Recreation / Dennis Bowyer, Director. (app. 2520)

APPLICANT PRESENTATION:

Parks & Recreation Director Dennis Bowyer explained that City Council asked staff to review the Parks in-lieu contribution requirements. The ordinance states that if any new development occurs, the developer has to either give land to the City for a park or give money to help the City develop an existing park or a new park. The formula for this calculation is .01 per household units which determines the amount of land that has to be donated towards a park. If the development consists of 10 units that consists of .1 acre which is not large enough for a park. The minimum standard for a park is 3 acres, so when a large development occurs then a park would be required. Small developments would contribute money instead of land. The formula for calculating the cash contribution is based on the value of the price per acre for the development plus the park development fee which would be multiplied by the .01 household unit. A recommendation is then made to City Council with the submittal of the park-in-lieu application. Since this requirement has been in place there have been 35 park-in-lieu applications. The concern was that the City didn't want to discourage development because of this requirement.

It was decided that a definition of what an infill project is, with this in mind the following criteria has been created: 1) the development has to consist of 8 or less household units per acre-as shown on the preliminary plat. 2) it has to be in the City Limits, 3) it can't border and arterial street, 4) can't border the City Limits and 5) the development can't be converted from agricultural land.

With this criteria he reviewed the 35 applications that have been gone through the park-in-lieu process and based on this new criteria approximately seven would have qualified. This request tonight is to ask that the Commission recommend approval of the Zoning Title Amendment to amend Twin Falls City Code 10-12-3.11; Parks and Storm Water Retention/Detention, by adding a new section (G), In-Fill Contribution Reduction.

P&Z COMMENTS/QUESTIONS:

- Commissioner Frank asked is the cost per acre or lot mathematically the same as larger development contributions.
- Parks & Recreation Director Dennis Bowyer explained that when you look at development, within the City Limits for infill projects the land value goes up so the contributions are not equal to a large development going in an undeveloped area.
- Commissioner Woods asked what the reduced contribution will mean to the budget.
- Parks & Recreation Director Dennis Bowyer stated of the ones that have been through the process the seven that would have qualified for a reductions would have amounted to approximately \$5,000.00-\$6000.00. Currently the City has collected over \$600,000.00 in fees and this has allowed for restrooms at the Sunway Soccer Field and the purchase of the LDS Softball Complex. This change will hopefully help to encourage development for some of the small vacant lots within the City.

PUBLIC HEARING: OPENED & CLOSED WITHOUT CONCERNS

DELIBERATIONS FOLLOWED:WITHOUT CONCERNS

MOTION:

Commissioner Frank made a motion to recommend approval of the request, as presented. Commissioner Sharp seconded the motion. All members present voted in favor of the motion.

RECOMMENDED FOR APPROVAL TO THE CITY COUNCIL
CITY COUNCIL PUBLIC HEARING SCHEDULED FOR JULY 16, 2012

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING TWIN FALLS CITY CODE §10-12-3-11 BY THE ADDITION OF A NEW SUBSECTION (G) FOR IN-FILL CONTRIBUTION REDUCTIONS.

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

That Twin Falls City Code §10-12-3-11 is amended by the addition of a new subsection (G) as follows:

“10-12-3-11: PARKS AND STORMWATER RETENTION/DETENTION:

...

(G) In-Fill Contribution Reduction: If the city council approves cash payment in-lieu of dedication of parkland and upon the residential plat/development meeting all five (5) criteria, the development shall qualify for a 50% reduction on their cash contribution in lieu of dedication of parkland. The five criteria are:

1. The number of household units must be 8 or less per acre, as identified on the preliminary plat.
2. Development shall be located within city limits.
3. Development shall not border an arterial street.
4. Development shall not border the city limits.
5. Development must not have been converted from agricultural land.”

PASSED BY THE CITY COUNCIL, _____, 2012.

SIGNED BY THE MAYOR _____, 2012.

MAYOR

ATTEST:

DEPUTY CITY CLERK