

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
October 1, 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. <u>CONSENT CALENDAR:</u> 1. Consideration of a request to approve the accounts payable for September 25 – October 1, 2012. 2. Consideration of a request to approve the September 10, 2012, September 17, 2012, and September 24, 2012, City Council Minutes. 3. Consideration of a request to approve the 2012 Oktoberfest, sponsored by Steve and Bev O’Conner of O’Dunken’s Draught House, to be held Saturday, October 6, 2012.	<u>Action</u>	<u>Staff Report</u> Sharon Bryan L. Sanchez Ryan Howe
II. <u>ITEMS FOR CONSIDERATION:</u> 1. Consideration of a request from a citizen to receive support to allow bungee jumping from the Perrine Bridge. 2. Consideration of request by the Senior Citizen Center to allow for the sale of alcohol at special events. 3. Consideration of a request to approve the 2012-13 Certified Local Government application to the Idaho State Historical Society from the Twin Falls City Historic Preservation Commission. 4. Presentation of the finances for the City of Twin Falls for eleven months of fiscal year 2011-2012. 5. Public input and/or items from the City Manager and City Council.	Action Action Action Presentation	Eric Lyman Travis Rothweiler Mitch Humble Lorie Race
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u> 6:00 - None		
V. <u>ADJOURNMENT:</u>		

**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, October 1, 2012, Council Meeting
To: Honorable Mayor and City Council
From: Sergeant Ryan Howe, Twin Falls Police Department

Request:

Consideration of a request to approve the 2012 Oktoberfest, sponsored by Steve and Bev O'Connor of O'Dunken's Draught House, to be held Saturday, October 6, 2012.

Time Estimate:

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

Background:

Steve and Bev O'Connor, on behalf of O'Dunken's Draught House, submitted a Special Events Application to hold the Oktoberfest Celebration in the downtown area of Twin Falls. This event is scheduled to be held on Saturday, October 6, 2012, from 12:00 p.m. to 6:00 p.m. The event will be held on Main Avenue from Gooding Street to Shoshone Street. Main Avenue will be closed from 12:00 p.m. until 6:00 p.m. Vendors will be set up along Main Avenue in the parking space areas and on the sidewalks. The event sponsors will provide all barricades for street closures and will be required to close and reopen the streets. Orange construction fencing will be placed along the sidewalk near Main Avenue North and Main Street North to aid in preventing pedestrians from entering traffic lanes on Shoshone Street North.

There will be vendor booths set up in the parking stall areas of Main Avenue North.

Live, unamplified music will be played from 1:00 p.m. until 6:00 p.m. in the 100 Block of Main Avenue North/West.

The event sponsors will be required to provide cleanup in all areas affected by the event, to include outlying areas surrounding the event location. There will be port-a-potties provided in the area.

O'Dunken's will provide the required certificate of liability insurance, with the City of Twin Falls as the certificate holder.

Approval Process:

Consent of the Council.

Budget Impact:

Approval of this request will not impact the City budget.

Agenda Item for October 1, 2012
From Sergeant Ryan Howe
Page Two

Regulatory Impact:

N/A

Conclusion:

Several relevant City Staff members have met and approved the Special Events Application request. If there are continued noise complaints, disturbances by those participating in the event, and non-compliance, the on-duty Patrol Supervisor shall terminate the event.

Based on this request and the information provided, Staff recommends that this event be approved.

Attachments:

None

RH:aed



Date: Monday, October 1, 2012.
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

Request:

Consideration of request by the Senior Citizen Center to allow for the sale of alcohol at special events.

Time Estimate:

The presentation will take approximately five minutes. A representative from the Twin Falls Senior Citizen Center will be making the presentation.

Background:

The Senior Citizen Center is owned by the City. In 2002, the citizens of the City of Twin Falls supported a two-year tax levy override which allowed the City to fund the improvements to an existing building and transform it into a senior citizens center. The 20-year lease was entered into in 2002 and will expire in 2022. The City does not provide any direct financial assistance to the center. The monthly lease rate is \$1 per month.

In 2011, the City Council made modifications to the original lease that has allowed the Senior Citizen Center to diversify revenue streams. The City Council wanted to make sure the Center's primary focus was to serve the community as a Senior Citizen Center. The addendum stated the Senior Citizen Center may rent the facility or portions of the facility outside the regular operational hours with prior written consent of the City Manager. However, the sale of alcohol has never been discussed and the City Manager is seeking the Council's guidance on this issue.

Attachments:

1. Existing Lease and Addendum

L E A S E

THIS LEASE, made and entered into the ____ day of July, 2002, by and between the City of Twin Falls, Idaho, hereinafter referred to as "LESSOR" and Twin Falls Senior Citizens Federation, Inc., hereinafter referred to as "LESSEE".

W I T N E S S E T H:

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. PROPERTY: Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, that certain real property known as the "Treasure Cove" and located in Twin Falls County, Idaho and described as follows:

A parcel of land located in the SW1/4 of Section 16, Township 10 South, Range 17 E. B.M., Twin Falls County, Idaho, said parcel being a portion of Lots 4, 5 and 6, Block 153 of the Twin Falls Townsite, more particularly described as follows:

BEGINNING at the Northwest corner of Lot 4, Block 153, Twin Falls Townsite; said point lies South 45°23'00" East 180.00 feet and South 44°37'00" West 40.00 feet from the intersection of Fifth Avenue West and Second Street West;
THENCE South 45°23'00" East 135.00 feet along the Northeasterly boundary of Lots 4, 5 and 6 to a vacated alley right of way;
THENCE South 44°37'00" West 110.00 feet along said vacated alley right of way;
THENCE North 45°23'00" West 5.00 feet;
THENCE South 44°37'00" West 15.00 feet to the Southwesterly boundary of said Lot 6;
THENCE North 45°23'00" West 130.00 feet along the Southwesterly boundary of Lots 4, 5 and 6, Block 153, to the Southwest corner of Lot 4;
THENCE North 44°37'00" East 125.00 feet to the POINT OF BEGINNING.

together with all improvements on said real property and all appurtenances, easements and rights of way.

2. TERM: The term of this lease shall commence on the 22nd day of July, 2002, and expire on the 31st day of December, 2022.

3. RENEWAL: This lease shall automatically renew on annual basis, until such time as either party gives thirty (30) days written notice of its intent to terminate the Lease. Any renewal shall be on the same terms and conditions as contained herein.

4. RENT: Lessee agrees to pay Lessor the sum of \$1.00 per month, which shall be due and payable on the 1st day of each month in advance until January 1, 2003. If a Supplemental Levy Election to fund the cost of the purchase of this property is successful, then the monthly rental shall remain at \$1.00 for the duration of this lease. If the Supplemental Levy Election is unsuccessful, then Lessee agrees to pay the cost of the purchase of this property. The monthly lease payment due and payable on the 1st day of each month in advance beginning January 1, 2003, shall be equal to the actual monthly cost to Lessor to finance the purchase of the subject property over twenty (20) years at the finance rate available on January 1, 2003. Lessee shall pay said lease rental promptly when due, and Lessor covenants and warrants that if said Lessee shall faithfully and fully discharge its obligations herein set forth, Lessee shall have and enjoy during the term of said Lease the quiet and undisturbed possession of the leased premises.

5. USE: The premises are to be used for a senior center and for no other purpose, without prior written consent of Lessor.

6. ASSIGNMENT AND SUBLETTING: Lessee shall not assign this lease or sublet any portion of the premises. Any such assignment or subletting shall be void and, at the option of Lessor, may terminate this lease.

7. ORDINANCES AND STATUTES: Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises shall, at the option of the Lessor, be deemed a breach hereof.

8. MAINTENANCE, REPAIRS, ALTERATIONS: Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at its own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required on the premises.

Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

No improvement or alteration of the premises shall be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee shall give Lessor at least two (2) days' written notice in order that Lessor may post appropriate notices to avoid any liability for liens.

9. ENTRY AND INSPECTION: Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

10. INDEMNIFICATION OF LESSOR: Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

11. INSURANCE: Lessee, at its expense, shall maintain public liability and property damage insurance insuring Lessee and Lessor with minimum coverage as follows:

\$1,000,000 per person

\$1,000,000 per occurrence

\$1,000,000 property damage

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage.

To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights to subrogation which might otherwise exist.

12. UTILITIES AND TAXES: Lessee agrees that it shall be responsible for the payment of all utilities, including water, gas, electricity, heat and other services delivered to the

premises, and shall pay all taxes, including, but not limited to real property taxes of the leased premises.

13. NET LEASE: It is agreed that this is a Net Lease and that Lessee will pay all costs and expenses and obligations of every kind and nature whatsoever relating to the demised premises which may arise or become due during the term of the lease.

14. SIGNS: Lessee shall not construct any projecting sign or awning without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

15. ABANDONMENT OF PREMISES: Lessee shall not vacate or abandon the premises at any time during the term hereof, and if Lessee shall abandon or vacate the premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee left upon the premises shall be deemed to be abandoned, at the option of Lessor.

16. TRADE FIXTURES: Any and all improvements made to the premises during the term hereof shall belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination hereof, remove all its trade fixtures, but shall repair or pay for all repairs necessary for damages to the premises occasioned by removal.

17. DESTRUCTION OF PREMISES: In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party.

In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement cost thereof, Lessor may elect to

terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

18. REMEDIES OF LESSOR ON DEFAULT: In the event of any breach of this lease by Lessee, Lessor may, at his option, terminate the lease and recover from Lessee: (a) the worth at the time of award of the unpaid rent which was earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform its obligations under the lease or which in the ordinary course of things would be likely to result therefrom.

Lessor may, in the alternative, continue this lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all his rights and remedies under the lease, including the right to recover the rent as it becomes due under the lease. If said breach of lease continues, Lessor may, at any time thereafter, elect to terminate the lease.

Nothing contained herein shall be deemed to limit any other rights or remedies which Lessor may have.

19. ATTORNEYS FEES: In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

20. NOTICES: Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.

Lessor's address: City of Twin Falls
P.O. Box 1907
Twin Falls, ID 83303-1907
Lessee's Address: Twin Falls Senior Citizens Federation, Inc.
616 Eastland Drive
Twin Falls, ID 83301

21. HOLDING OVER: Any holding over after the expiration of this lease, with the consent of Lessor, shall be construed as a month-to-month tenancy at same monthly rental rate paid prior to expiration, and such tenancy shall be in accordance with the terms hereof, as applicable.

22. TIME: Time is of the essence of this lease.

23. HEIRS, ASSIGNS, SUCCESSORS: This lease is binding upon and inure to the benefit of the heirs, assigns and successors in interest to the parties.

24. NONWAIVER BREACH: The failure of the Lessor to insist upon strict performance of any of the covenants and agreements of this Lease or to exercise any option herein conferred in any one or all instances, shall not be construed to be a waiver or relinquishment of any such covenant or agreement, but the same shall be and remain in full force and effect.

25. ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

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

"LESSOR"

"LESSEE"

By _____
President

ATTEST:

Secretary

ADDENDUM TO LEASE

THIS ADDENDUM, Made and effective the ____ day of _____, 2011, by and between the CITY OF TWIN FALLS, IDAHO, hereinafter called "LESSOR" and Twin Falls Senior Citizens Federation, Inc., hereinafter referred to as "LESSEE".

WHEREAS, The Lessor and Lessee have previously entered into Lease commencing July 22, 2002 and expiring on December 31, 2022; and,

WHEREAS, Paragraph 5 of the Lease limits use of the premises for use as a senior center and for no other use, without prior written consent of the Lessor; and,

WHEREAS, Paragraph 6 of the Lease prohibits subletting the premises; and,

WHEREAS, Lessee desires to have the option to rent the facility, or portions of the facility, outside the regular operational hours of the senior center.

NOW, THEREFORE, The parties hereto agree as follows:

1. The Agreement is hereby ratified and confirmed in its entirety and of the same force and effect except as hereafter modified.
2. The following paragraph is amended as follows:

“6. ASSIGNMENT AND SUBLETTING: Lessee shall not assign this lease or sublet any portion of the premises. Any such assignment or subletting shall be void and, at the option of Lessor, may terminate this lease. Notwithstanding any other provision of this Lease, Lessee may rent the facility or portions of the facility, outside the regular operational hours of the senior center, with prior written consent of the City Manager.”
3. This Addendum Agreement shall be binding upon the parties hereto, their successors, representatives, heirs and assigns.

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

CITY OF TWIN FALLS, IDAHO

By _____
Mayor

President, Twin Falls Senior Citizens Federation, Inc.



Date: Monday, October 1, 2012
To: Honorable Mayor and City Council
From: Mitch Humble, Community Development Director

Request:

Consideration of a request to approve the 2012-13 Certified Local Government application to the Idaho State Historical Society from the Twin Falls City Historic Preservation Commission.

Time Estimate:

The Historic Preservation Committee Chairman presentation may take up to ten (10) minutes.

Background:

Each year the Historic Preservation Commission (HPC) has submitted a Certified Local Government (CLG) grant application for historic preservation activities. For 2012-13 the proposed application is to purchase a laptop, projector, and screen to present educational presentations to the schools and civic clubs. The HPC will also be putting together a presentation to show the importance of Design Guidelines for the other Historic Districts in Twin Falls. These Districts are the Downtown, City Park and Original Townsite Residential Historic Districts.

The HPC's ultimate goal is to be able to protect the Downtown, City Park and Original Townsite Residential Historic Districts. The Commission will begin by getting the public input by giving several presentations on the importance of preservation of historic buildings and the integrity of their characteristics. The Commission will work with the public and City Council to recognize the Downtown, City Park and eventually the Original Townsite Residential Historic Districts as Twin Falls City Historic Districts. The Commission will develop Design Guidelines for these districts and will begin enforcing them in a similar manner as the Warehouse Historic District.

The HPC is applying for a \$2,500.00 grant for the fiscal year 2012-13. The Idaho State Historical Society requires that the Mayor sign the application.

Budget Impact:

There is no significant budget impact associated with the Council's approval of this request. HPC is applying for a \$2,500.00 grant that has to be matched dollar for dollar. In the past the HPC has used their time and staff's time to make the match. The HPC is planning on using time as the match again this year.

Regulatory Impact:

Approval of this request will allow the HPC to proceed to submit the CLG application to the Idaho State Historical Society.

Conclusion:

The Historic Preservation Commission recommends that the Council approve and authorize the Mayor to sign the 2012-13 CLG application.

Attachments:

1. City of Twin Falls, Idaho FY 2012-13 CLG Grant Application

CITY OF TWIN FALLS, IDAHO
FY 2013
CLG GRANT APPLICATION

Contact Person: Randal Watson, Chair of the Twin Falls City Historical Preservation Commission.

A Project Description:

With the successful completion of the Historic Warehouse Preservation codification project, our next goal is to protect the other three historic districts in the City of Twin Falls as has been done for the Warehouse District. Knowing there will be some opposition and many questions about the wisdom of doing this, it is our intention to implement the first phase the preservation project by educating building owners and residents of Twin Falls on what preservation is and how it benefits everyone. FY 2014 and 2015 will be dedicated to codifying the historic preservation of the remaining three historic districts in our city.

This grant request is to purchase a lap-top computer, projection device, and portable screen to be used in presenting our program within the City of Twin Falls and any other local community that is interested in preservation.

B. Goals and Objectives:

1. Develop a professional education program to be presented to civic and educational organizations on what historic preservation is, how it is accomplished, and how it benefits our community.
2. Present the program as often as possible to diverse groups within our community.
3. Present the programs to any local community historical preservation organization who is interested in preservation.
4. Hold monthly HPC meetings and provide staff support.

C. Final Product:

1. The final product will be a professional presentation supported by visual media.
2. Secured ownership of a lap-top projector, projection device, and portable screen that will be for the sole purpose of presenting the historic preservation message.
3. Minutes for HPC meetings.

D. The educational program will meet the Secretary of the Interior's Standards for Rehabilitation and will help the residents and building owners of our city insure historic building practices are used.

E. Timetables:

1. The lap-top, projection device, and portable screen will be purchased by February, 2013
2. The educational program will be developed by March, 2013. The educational programs will also start in March, 2013
3. The education program will be presented to the City Council with recommendations for moving forward with codification of some or all of the districts in March, 2013.
4. HPC meetings will be held monthly.
5. Final project submitted to SHPO at end of grant period.

F. The equipment will be secured in the Twin Falls City Planning and Zoning Office.

Greg Lanting
Mayor

CITY OF TWIN FALLS, IDAHO
 FY 2013
 CLG GRANT APPLICATION BUDGET

Expenses	CLG Grant Dollars	Local Match
Personnel:		
City Staff and Seven (7) HPC Members		1750
Education Consultant		750
Equipment/with cases		
Lap Top Computer	850	
Multi-Media Projector	800	
Portable Screen	400	
Copies and office supplies	450	
Total:	\$2500	\$2500

Note: The match will come from City Staff and HPC time spent on training sessions and support of disseminating the information from the guidelines. Time will be spent in public hearings and scheduled meetings along with all necessary work. No federal funds are used to pay City Staff time and their time is not used to match other grants.

Greg Lanting
 Mayor



Date: Monday, October 1, 2012

To: Honorable Mayor and City Council

From: Lorie Race, CFO

Request:

A presentation of the finances for the City of Twin Falls for eleven months of fiscal year 2011-2012. This presentation will be an overview of the tax-supported funds and the three major enterprise funds, Water, Wastewater and Sanitation.

Time Estimate:

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

Background:

This is the third formal presentation of financial information to the City Council. This information will include a look at budget to actual information for revenues and expenditures in the tax supported funds, and in the three major enterprise funds. I will be sharing what I am seeing and projecting for these funds.

Approval Process:

There is no approval process.

Budget Impact:

There is no budget impact.

Regulatory Impact:

There is no regulatory impact.

Conclusion:

There is no action required by the City Council.

Attachments:

- Summary of revenues and expenditures for all tax supported funds for eleven months of fiscal year 11-12.
- Summary of Water Fund revenues and expenditures for eleven months of fiscal year 11-12.
- Summary of Wastewater Fund revenues and expenditures for eleven months of fiscal year 11-12.
- Summary of Sanitation Fund revenues and expenditures for eleven months of fiscal year 11-12.

City of Twin Falls			
Summary of Tax-Supported Funds			
August 31, 2012			
		11 of 12 months	91.67%
			% Received
	<u>Budgeted Rev</u>	<u>Actual Rev</u>	<u>to Date</u>
Property Taxes	\$ 16,024,755	\$ 16,469,561	102.8%
Franchise Taxes	\$ 1,625,000	\$ 1,500,724	92.4%
Permits	\$ 521,000	\$ 716,187	137.5%
Revenue Sharing-County, State, Liquor	\$ 2,755,530	\$ 2,932,199	106.4%
State Liquor Apportionment	\$ 445,000	\$ 525,303	118.0%
Street Fund-Highway Monies	\$ 2,161,000	\$ 2,216,169	102.6%
Court Revenues	\$ 220,000	\$ 213,593	97.1%
Street Sweeping	\$ 250,000	\$ 227,057	90.8%
Contributions	\$ -	\$ 782	100.0%
Grants	\$ 173,000	\$ 219,833	127.1%
Misc	\$ 293,504	\$ 553,153	188.5%
E-911	\$ 469,000	\$ 384,728	82.0%
Recreation Fees	\$ 173,500	\$ 180,000	103.7%
Airport Revenues	\$ 836,302	\$ 1,112,524	133.0%
Investment Interest	\$ 192,850	\$ 338,215	175.4%
Fire District	\$ 376,716	\$ 221,352	58.8%
Transfers	\$ 1,919,891	\$ 1,819,900	94.8%
Revenue Totals	<u>\$ 28,437,048</u>	<u>\$ 29,631,280</u>	104.2%
	<u>Budgeted Exp</u>	<u>Actual Exp</u>	
Personnel	\$ 16,179,744	\$ 14,163,753	87.5%
Supplies	\$ 576,245	\$ 695,764	120.7%
M & O	\$ 5,469,400	\$ 4,394,519	80.3%
Capital	\$ 5,302,797	\$ 3,676,719	69.3%
Transfers	\$ 908,861	\$ 4,434,022	487.9%
Expenditure Totals	<u>\$ 28,437,047</u>	<u>\$ 27,364,777</u>	96.2%
Excess/<Deficit>	\$ 1	\$ 2,266,503	

City of Twin Falls
Water Fund
Fiscal Year 2011-2012

	11 of 12 months	91.67%				
		2011-2012	Budget	Total Budget &	2011-2012	
Revenues		<u>Budget</u>	<u>Amendment</u>	<u>Amendment</u>	<u>Actuals</u>	
Water revenue	\$	5,664,326		\$ 5,664,326	\$ 5,667,421	100.1%
Flat rate-Arsenic compliance	\$	2,052,000		\$ 2,052,000	\$ 1,901,199	92.7%
Tap fees	\$	39,982		\$ 39,982	\$ 34,716	86.8%
Irrigation revenue	\$	470,184		\$ 470,184	\$ 418,360	89.0%
Development fees	\$	-		\$ -		
Investment income	\$	62,000		\$ 62,000	\$ 99,663	160.7%
Other	\$	157,412		\$ 157,412	\$ 170,827	108.5%
Contributed assets	\$	-		\$ -	\$ -	
Transfers	\$	259,426		\$ 259,426	\$ 237,804	91.7%
Reserves	\$	-	\$ 1,813,957	\$ 1,813,957	\$ -	
	\$	<u>8,705,330</u>	\$ 1,813,957	\$ 10,519,287	\$ 8,529,991	98.0%
Expenditures						
Personnel	\$	1,626,818		\$ 1,626,818	\$ 1,319,241	81.1%
M&O	\$	2,088,416		\$ 2,088,416	\$ 1,580,648	75.7%
Capital	\$	986,597	\$ 1,813,957	\$ 2,800,554	\$ 1,852,604	187.8%
Debt	\$	3,108,085		\$ 3,108,085	\$ 3,311,196	106.5%
Transfers	\$	895,414	\$ -	\$ 895,414	\$ 820,796	91.7%
	\$	<u>8,705,330</u>	\$ 1,813,957	\$ 10,519,287	\$ 8,884,486	102.1%

City of Twin Falls
Wastewater Fund
Fiscal Year 2011-2012

11 of 12 months 91.67%

	2011-2012	Budget	Total Budget &	2011-2012	
	<u>Budget</u>	<u>Amendment</u>	<u>Amendment</u>	<u>Actuals</u>	
Revenues					
Residential & commercial	\$ 4,350,689		\$ 4,350,689	\$ 3,953,569	90.9%
Industrial	\$ 1,558,062	\$ 367,500	\$ 1,925,562	\$ 1,972,944	126.6%
Municipal	\$ 117,830	\$ -	\$ 117,830	\$ 117,047	99.3%
Capacity fees	\$ 110,000	\$ -	\$ 110,000	\$ 115,838	105.3%
Development fees	\$ -	\$ -	\$ -	\$ -	
Investment income	\$ 20,120	\$ -	\$ 20,120	\$ 12,715	63.2%
Other	\$ 25,000	\$ 17,499	\$ 42,499	\$ 166,556	666.2%
Grants	\$ -	\$ -	\$ -	\$ 72,892	
Transfer-General Fund	\$ -	\$ 6,440,899	\$ 6,440,899	\$ 3,540,899	
	<u>\$ 6,181,701</u>	<u>\$ 6,825,898</u>	<u>\$ 13,007,599</u>	<u>\$ 9,952,459</u>	161.0%
Expenditures					
Personnel	\$ 489,211	\$ -	\$ 489,211	\$ 481,603	98.4%
M&O	\$ 3,164,773	\$ -	\$ 3,164,773	\$ 2,661,568	84.1%
Capital	\$ 987,472	\$ 6,458,398	\$ 7,445,870	\$ 7,940,896	804.2%
Debt	\$ 983,698	\$ 367,500	\$ 1,351,198	\$ 680,724	69.2%
Transfers	\$ 556,547	\$ -	\$ 556,547	\$ 510,168	91.7%
	<u>\$ 6,181,701</u>	<u>\$ 6,825,898</u>	<u>\$ 13,007,599</u>	<u>\$ 12,274,959</u>	198.6%

City of Twin Falls
Sanitation Fund
Fiscal Year 2011-2012

	11 of 12 months	91.67%		
		2011-2012	2011-2012	
		<u>Budget</u>	<u>Actuals</u>	
Revenues				
	Garbage & Refuse Collection	\$ 2,104,218	\$ 1,666,514	79.2%
	Refuse & Weed Removal	\$ 8,000	\$ 10,983	137.3%
	Landfill Fees	\$ 650,020	\$ 580,406	89.3%
	Recycle Revenue	\$ 15,000	\$ 22,264	148.4%
	Code Violations	\$ -	\$ 100	
	Penalties & Interest	\$ -	\$ 555	
	Interest Income	\$ 8,000	\$ 9,035	112.9%
	Miscellaneous Revenues	\$ -	\$ -	
	Surplus Reserves	\$ -	\$ -	
		<u>\$ 2,785,238</u>	<u>\$ 2,289,856</u>	82.2%
Expenditures				
	Personnel	\$ 204,278	\$ 131,490	64.4%
	M&O	\$ 2,420,706	\$ 1,950,253	80.6%
	Capital	\$ -	\$ -	
	Debt	\$ -	\$ -	
	Transfers	\$ 160,254	\$ 146,900	91.7%
		<u>\$ 2,785,238</u>	<u>\$ 2,228,642</u>	80.0%