Twin Falls City Council
Agenda

Monday, September 12, 2022, 4:00 PM

Council Chambers
203 Main Avenue East, Twin Falls, Idaho

SPECIAL MEETING starting at 4:00pm
for dedication of the Veterans Recognition Plaque

Regular Meeting starting at 5:00PM

Members: Ruth Pierce, Christopher Reid, Craig Hawkins, Nikki Boyd, Jason Brown, Spencer Cutler

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

2) PLEDGE OF ALLEGIANCE

3) PROCLAMATIONS

   a) **PRESENTATION:** Class of 1966 Proclamation.

4) CONSENT CALENDAR

   a) **ACTION ITEM:** City Council August 29, 2022 Minutes.
   By: Erin Parrish, Executive Assistant

   b) **ACTION ITEM:** City Council Special Meeting Sept 7, 2022 Minutes.
   By: Erin Parrish, Executive Assistant

   c) **ACTION ITEM:** Request to approve Accounts Payable for Aug 25 thru Sept 7, 2022.
   By: Amy Luna, Finance Administrative Assistant

   d) **ACTION ITEM:** Request to approve Travel Request for WE 9/7/22.
   By: Amy Luna, Finance Administrative Assistant

   e) **ACTION ITEM:** Consideration of a request to approve an amended airport lease agreement with SkyWest Airlines allowing for the placement of two self-service Delta ticket kiosks.
   By: William Carberry, Airport Manager

   f) **ACTION ITEM:** Request to approve an Alcohol License Transfer for T. F. Brickhouse LLC, dba Big Papa's Live Music & Grill.
   By: Amy Luna, Finance Administrative Assistant

   g) **ACTION ITEM:** Request to approve a new Alcohol License for David Woodhead, dba The Lamphouse Theatre.
   By: Amy Luna, Finance Adminstrative Assistant

5) ITEMS OF CONSIDERATION

a) **ACTION ITEM:** A request to confirm the Mayor's appointment of Alexandra Caval to fill the vacancy for City Council Seat #3. Once the appointment has been confirmed, the oath of office will be administered.

By: Ruth Pierce, Mayor

b) **ACTION ITEM:** Request to adopt Ordinance #2022-016 for a Zoning District Change and Zoning Map Amendment for the Prosperity Hills ZDA.

By: Lisa Strickland, City Planner

c) **ACTION ITEM:** Request to adopt Ordinance #2022-017 for a Zoning Title Amendment repealing and replacing Twin Falls City Code 10-4-19.

By: Lisa Strickland, City Planner

d) **ACTION ITEM:** Consideration to approve the purchase of Heat Exchangers from Alfa Laval Inc. ($100,146), SCADA Integration/Associated Equipment from Banyan Technologies ($44,500), Gas valves from ATSCO Sales and Service ($17,154), and Wiper Cylinders from Trojan Technologies ($32,580) in the total amount of $194,380 for maintenance and equipment improvements at the Wastewater Treatment Plant.

By: Nathan Erickson, Environmental Manager

e) **ACTION ITEM:** Staff is seeking approval of an ordinance that would amend Title 7, Chapters 3 and 8 of the City Code. The amendment would hold residential property owners responsible for City utility accounts after December 31, 2022.

By: Brent Hyatt, Assistant Finance Director

f) **ACTION ITEM:** Request to reallocate $196,000 of Parks Capital Improvement Funds for alternative parks projects and equipment purchase to include Thomsen Park Trail rebuild, splashpad resurfacing, Riverbend Trail extension and a Chipper purchase.

By: Wendy Davis, Parks and Recreation Director

6) GENERAL PUBLIC INPUT

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

8) PUBLIC HEARINGS - None.

9) ADJOURNMENT

Any person(s) needing special accommodations to participate in the above-noticed meeting could contact Josh Palmer (208) 735-7312 at least two working days before the meeting. Si desea esta información en Español, por favor llame a Josh Palmer al teléfono (208) 735-7312.

Public Input Procedures

1. Individuals wishing to provide public input regarding matters relevant to the City of Twin Falls shall:
   - Wait to be recognized by the Mayor or Chairman
   - Approach the microphone/podium
   - State their name, and whether they are a resident or property owner in the City of Twin Falls, and proceed with their input.
2. The Mayor or Chairman may limit input to no less than two (2) minutes. Individuals are not permitted to give their time to other speakers.

Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor or Chairman shall review the public hearing procedures.
2. Individuals wishing to testify or speak before the City Council or Planning & Zoning Commission shall wait to be recognized by the Mayor or Chairman, approach the microphone/podium, state their name, and then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the staff. The staff shall make an audio recording of the Public Hearing.
3. A City Staff Report shall summarize the application and history of the request.
4. 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.
5. 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 or Chairman.
6. The City Council or Planning & Zoning Commission may ask questions of staff or the applicant pertaining to the request.
7. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor or Chairman may limit public testimony to no less than two (2) minutes per person.
   - Individuals are not permitted to give their time to other speakers.
   - However, five (5) or more individuals that received written notice of the public hearing may appoint, 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 or Chairman. The spokesperson shall be limited to 15 minutes.
   - Written comments, including e-mail, received by 12:00 p.m. on the date of the hearing shall be either read into the record or displayed to the public on the overhead projector.
8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. Responses shall be limited to answering the questions asked. The Mayor or Chairman may limit the time permitted for the answer.
10. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning & Zoning Commission 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 or Chairman.

Office of the Mayor

City of Twin Falls, Idaho

Proclamation

Twin Falls Senior High School Class Of 1966

Week of September 12-18, 2022

Whereas, *the Twin Falls Senior High School Class of 1966 with 521 seniors is the largest in the history of the city and larger than the combined high school senior classes in Twin Falls today; and*

Whereas, *during the decades of the Vietnam War and Cold War over 23% of the men and many women in the Class of 1966 served in the armed force of the United States of America and two class members made the ultimate sacrifice in the Vietnam War; and*

Whereas, *in appreciation for their own excellent high school teachers and in memory of classmates no longer here, this high school class has donated $24,150 in the last 11 years to support after high school activities that improve decision making and verbal communication skills, personal character and friendships; and*

Whereas, *the Class of 1966 placed an impressive memorial in the high school entrance to honor all Twin Falls Senior High School graduates who died in the Vietnam War and have "adopted" the City Park Vietnam Memorial to Twin Falls County men who lost their lives in the war.*

Now, therefore*, as the Class of 1966 returns for its* 7^{th} *reunion since graduation in May 1966, I,* ***Ruth Pierce****, Mayor of the City of Twin Falls, do hereby proclaim the week of September* 12^{th} *through* 18^{th}*, as the* ***Class of 1966 Week*** *in Twin Falls, Idaho.*

By this action*, let it be known that we celebrate this patriotic high school class who value the public-school education they received and continue to give back their high school today.*

In witness whereof I have hereunto set my hand and caused this seal to be affixed.

Ruth Pierce, Mayor of the City of Twin Falls

Attest:

Erin Parrish

Date: September 12, 2022

Twin Falls City Council
Minutes

Monday, August 29, 2022, 5:00 PM

Council Chambers
203 Main Avenue East, Twin Falls, Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present:	Mayor Ruth Pierce, Vice Mayor Christopher Reid, Council Member Craig Hawkins, Jason Brown, Spencer Cutler & Nikki Boyd.
Absent:	None.
Staff Present:	City Manager Travis Rothweiler, Deputy City Manager Mitch Humble, City Attorney Shayne Nope, Finance Administrative Assistant Amy Luna, Human Resource Director Ida Clark, City Manager Intern Samantha Hammond, Public Information Coordinator Josh Palmer, Twin Falls Police Department Captain Brent Wright, Communications Center Director Tami Lauda, Twin Falls Police Department Chief Kingsbury, Desktop Support Analyst Kim Hafer.

Mayor Pierce called the meeting to order at 5:00 PM. A quorum was present.

2) PLEDGE OF ALLEGIANCE
Mayor Pierce invited all present, who wished, to recite the Pledge of Allegiance to the Flag.

3) PROCLAMATIONS - None.

4) CONSENT CALENDAR
MOTION: Vice Mayor Reid moved to approve the Consent Calendar as presented. **Council Member Brown** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

a) City Council Minutes August 22, 2022
b) Request to approve Accounts Payable for August 18-24, 2022.
c) Consideration of a request to hold the 11th Annual Haunted Swamp.
d) Consideration of a request to hold the Canyon Rim Fall Classic Soccer Tournament.
e) Consideration of a request to approve the Annual Festival of Lights Parade to be held on Friday, December 9, 2022. This annual event is sponsored by the Times-News.

5) ITEMS OF CONSIDERATION

a) Consider an amendment to the SLFRF charter.
City Manager Rothweiler requested consideration of an amendment to the SLFRF charter.

MOTION: Vice Mayor Reid moved to approve the amendment to the SLFRF charter as presented. **Council Member Boyd** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

b) Appointment of (NAME), a qualified elector of the City of Twin Falls, to fill the vacancy Twin Falls City Council Seat Number 3.
City Manager Rothweiler explained the process of electing a Council Member and the terms of their election. He then presented the qualified electors of the City of Twin Falls, to fill the vacancy in Twin Falls City Council Seat Number 3.

Applicants presented themselves as follows:

1. Alexandra Caval
2. Patrick Paterson
3. Linda Brugger
4. Aaron Wert
5. Gerardo Munoz
6. ~~Brian Bell~~ - Did not call in
7. Joshua Callen
8. ~~Eddie "Steve" Marin~~ - Did not show
9. Christopher "Dakota" Cardinet -
10. ~~James Craigg~~ - Did not show
11. Michael Shaffer - Stepped out
12. Christine Agular-Hernandez
13. Craig Kelley -
14. Grayson Stone
15. ~~Diane Feagins~~ - Did not show
16. Reylene Abbott
17. Neil Christensen -
18. Robert "Bob" Beauregard
19. Terry C. McCurdy
20. Patty Cameron
21. Ben Woodbury
22. Charles Lewis
23. ~~Cassandra Hleovas~~ - Did not show

The following questions were asked of each applicant:
Council Member Reid: " What is the biggest issue that Twin Falls is currently facing, or will face in the future?"
Council Member Brown: "Why are you interested in being on the Council at this time and not previously?"
Council Member Hawkins: "Do you have any ideas on how we can improve our quality of life in Twin Falls?"

The decision for Council Seat 3 will be announced at the September 12, 2022, City Council Meeting.
Council Member Boyd encouraged all applicants to look at the budget online and get involved with committees.
Vice Mayor Reid thanked everyone for their interest and desire to make the city a better place.
Council Member Hawkins commented on the good resumes and thanked everyone.
Council Member Brown encouraged further involvement from all the candidates.
Council Member Cutler stated that it is a pleasure to choose from such a great group.

6) GENERAL PUBLIC INPUT
Citizen Patty Cameron spoke about the homeowners/renter utilities issue.

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS
City Manager Rothweiler advised that the next Council meeting will be September 12, 2022.

8) PUBLIC HEARINGS - None.

9) ADJOURNMENT
The meeting adjourned at 07:03 PM.

____
Erin Parrish, Executive Assistant

For a full account of this meeting please visit tfid.org for the recording of this meeting

Date: Monday, September 12, 2022

To: Honorable Mayor and City Council

From: Bill Carberry, Airport Manager

Consent Calendar

Request:

Consideration of a request to approve an amended airport lease agreement with SkyWest Airlines allowing for the placement of two self-service Delta ticket kiosks.

Background:

The airport has developed an amended lease agreement for SkyWest due to Delta's desire to install two self-service ticket kiosk machines. The amendment incorporates the new square footage utilized for the kiosks and adjusts the new rental costs associated. The airline has reviewed and signed the new amended agreement without any concerns.

Approval Process: A majority vote of the Council is needed to approve the request.

Budget Impact:

The net increase for the additional 80 sq. ft. Lease area will be $1,314 annually. The approval of the amended lease will allow for the airport to receive the rent associated with the lease space and the lessee's operation.

Regulatory Impact:

The airport's lease agreements are prepared by the City Attorney and terms of the agreement are wide ranging in the requirements to protect the interests of both parties. The agreements are also subordinate to the federal, state, and local laws and regulations required of the airport and the tenants.

Conclusion:

Staff recommends that the City Council approve the request for the execution of the new amended SkyWest Airline lease agreement, and authorize the Mayor to sign the agreement.

Attachments: SkyWest Airport Lease Agreement

AMENDED
AIRPORT LEASE AGREEMENT - AIRLINE

THIS AIRPORT LEASE AGREEMENT – AIRLINE ("Lease") is made effective the 1st day of October, 2022 by and between the **CITY OF TWIN FALLS, IDAHO, and COUNTY OF TWIN FALLS**, hereinafter referred to as "Lessor", and **SKYWEST AIRLINES, INC.**, a Utah Corporation authorized to conduct business in Idaho, hereinafter referred to as "Lessee".

The parties hereto agree as follows:

1. Description of Property. In consideration of the rental specified below, the Lessor hereby leases to Lessee the below-described property, hereinafter called the "Premises," consisting of 3,538 square feet of terminal building space at Joslin Field – Magic Valley Regional Airport ("Airport") as depicted on Exhibit A attached hereto.

A. Exclusive Use Areas. Lessor hereby leases to Lessee the following areas of the terminal building for Lessee's exclusive use during the Term of this agreement:

i. Airline Office consisting of 659 square feet;
ii. Counters consisting of four (4) positions for a total square footage of 232 square feet;
iii. Ticket Kiosks- Two (2) kiosks consisting of 80 square feet;
iv. Gate Podium - one (1) podium consisting of 110 square feet;
v. Communications Room consisting of 22 square feet; and,
vi. Utility Room consisting of twenty-five (25) square feet.

B. Common Use Areas. Lessor hereby leases to Lessee the following areas of the terminal building for Lessee's use in common or jointly with other lessees during the Term of this agreement:

i. Bag Makeup Room consisting of 1,684 square feet and,
ii. Bag Claim Area consisting of 726 square feet

2. Term of Lease. The Term of this Lease shall commence on the 1st day of June, 2021 and end on the 30th day of September, 2024.

In the event Lessee shall continue to occupy the leased Premises beyond the Term of the Lease, continued occupancy of the Premises by Lessee shall not constitute a renewal or extension of the Lease, but shall create a tenancy from month-to-month on the same terms and conditions of the expired term, which tenancy may be terminated at any time by Lessor giving thirty (30) days written notice to Lessee.

3. Use of Premises and Related Airport Facilities. At all times during the term of this Lease, the Premises shall be used for the conduct of passenger ticketing, baggage-handling and reservation services, the training of personnel and other activities reasonably necessary and related to the transportation of passengers and cargo by air. Lessee may, as part of its operations, utilize airport facilities and property not otherwise exclusively leased for the benefit of others, but open to the public, to carry on the following activities:

(a) the parking, fueling, refueling, storage and tie-down of aircraft;
(b) the loading and unloading of passengers and the receipt, dispatch, loading and unloading of baggage, personal property, cargo, freight; and,

(c) the provision of other services approved by the Airport Advisory Commission.

4. Right of Access. Lessee's employees and agents shall have the right of ingress and egress to the Premises by way of public entrances to the terminal building. Lessee's aircraft shall have the right to use the runways, taxiways, and aprons in common with others, pursuant to applicable Federal Aviation Administration rules and regulations and rules and regulations promulgated by the Airport Advisory Commission or the Airport Manager. Lessee and its employees and agents agree not to use the runways, taxiways, and aprons or access roads in such a manner as to obstruct or prevent others from the right of use or travel.

5. Rent.

(a) Initial Rent for Exclusive Use Areas. Rental for the period October 1, 2022through September 30, 2024 shall be at the rate of $16.43 per square foot per year, for an annual rent of $18,533.04 which shall be prorated and paid in monthly installments in advance at the rate of $1,544.42 per month.

(b) Initial Rent for Common Use Areas. Rental for the period October 1, 2022 through September 30, 2024 shall be at the rate of $ 5.47 per square foot per year (.333 x base rent of $16.43), for an annual rent of $ 13,182.70 which shall be prorated and paid in monthly installments in advance at the rate of $ 1,098.56 per month.

(c) Rent Escalation. The parties agree that rent for the Premises shall be subject to escalation on October 1 of each year following the commencement of this Lease. For purposes of determining future rents, the base rent payment effective October 1, 2022 shall be $16.43 per square foot per year (Annual index base period for 2003 of 184.0=100). The annual change in the rent payment shall be directly proportional to the percent change in the Annual Average Consumer Price Index (CPI) for all urban consumers (CPI-U, U. S. City Average, all items, unadjusted basis, index base period (1982-84=100)). For example, the base rent change effective October 1, 2022 was calculated as follows:

Annual average CPI for 2021 270.97
Less annual average CPI for 2020 258.811
Change in annual index = 270.97 - 258.811 = 12.159
Divided by annual index for 2020 = 12.159 divided by 258.811 =.047
Percent change 4.7%

Future rents shall be calculated in accordance with the above formula. The rent payment shall be increased each October 1 if there is a positive percent change, but never decreased; provided, however, if the rent increase in any given year exceeds five percent (5%), then the proposed rent increase shall be presented to the City Council for approval prior to implementing the increase.

In the event that the Consumer Price Index becomes unavailable during the term of this lease or any renewal, the parties agree that its closest successor index in the judgment of Lessor shall be applied to calculate the annual rent payment.

6. Fees.

(a) Landing Fees. Lessee agrees to pay Lessor a landing fee of $1.61 per thousand pounds or any fraction thereof, computed and based upon the maximum landing weight of each of Lessee's aircraft landing at the Airport during each calendar month.

(b) A.R.F.F. Fees. Lessee agrees to pay Lessor an ARFF service fee of $82.35 for the arrival and departure of the same aircraft where the intervening time is two consecutive hours or less. Where the intervening time between arrival and departure of the same aircraft exceeds two consecutive hours the ARFF fee shall be $164.70. The time shall be calculated as follows. For arrivals, ARFF service begins fifteen (15) minutes prior to the aircraft estimated time of arrival and ends fifteen (15) minutes after all passengers are safely inside the terminal. For departures, ARFF service begins fifteen (15) minutes prior to scheduled passenger boarding and ends fifteen (15) minutes after actual time of departure.

(c) Power Charge Fees. Lessee agrees to pay Lessor a power charge fee each month in the amount of $190.00 for ramp lighting, ground equipment charging, ground power units, airplane heating and heating of de-icing equipment.

(d) The Landing Fees, A.R.F.F. Fees and Power Charge Fees shall be due and payable on or before the 10th day of each month for fees incurred during the previous month. The parties agree that Lessor may adjust the above fees annually after providing Lessee thirty (30) days written notice prior to October 1 of the year that the increase is to become effective.

7. Inspection of the Premises. Lessee acknowledges and agrees that it has inspected the Premises, is thoroughly familiar with its condition and accepts the Premises in its present condition, and further acknowledges and agrees that Lessor has not made, and does not hereby make, any representations, warranties, or covenants of any kind or character whatsoever with respect to the condition of the Premises, either express or implied, and, in addition, Lessee hereby represents that it is not relying on any warranties, promises, guaranties, or representations made by Lessor or anyone acting or claiming to act on behalf of Lessor in leasing the property. Lessee is satisfied with the condition of the property and leases the Premises "AS IS" for all purposes, including all unknown environmental problems, latent defects and liability under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq*.

8. Indemnity - Hazardous Substances. Lessee shall not engage, and shall not permit its employees, agents, subtenants, assignees or others under its control to engage, in an operation on the Premises or related airport facilities that involves the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of "hazardous substances" or "hazardous wastes," without the prior written consent of Lessor, which may be withheld or granted in Lessor's sole discretion. Lessor acknowledges that Lessee, during the course of its normal daily operations handles dry ice, ammunition, deicing fluid and aircraft petroleum products. Lessee shall not be required to seek prior written approval for the handling, storage and transportation of these limited product types.

As used herein, the term "hazardous substance" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state of Idaho or the United States government, including but not limited to (A) any substance designated pursuant to section 311(b)(2)(A) of the Federal Water Pollution Control Act [33 U.S.C. 1321(b)(2)(A)], (B) any element, compound, mixture, solution, or substance designated pursuant to 42 U.S.C 9602, (C) any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act [42 U.S.C. 6921] (but not including any waste the regulation of which under the Solid Waste Disposal Act [42 U.S.C. 6901 et seq.] has been suspended by Act of Congress), (D) any toxic pollutant listed under section 307(a) of the Federal Water Pollution Control Act [33 U.S.C. 1317(a)], (E) any hazardous air pollutant listed under section 112 of the Clean Air Act [42 U.S.C. 7412], and (F) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to section 7 of the Toxic Substances Control Act [15 U.S.C. 2606]. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). The term "hazardous substance" is not only defined as aforementioned, but as federal, state and local laws, regulations and ordinances may be amended from time to time in the future, and including all regulations promulgated pursuant thereto. The term "environmental law(s)" as used herein shall include, without limitation, the foregoing listed laws, regulations and ordinances and state analogs of such laws.

Lessee shall indemnify, defend and save Lessor harmless from all cleanup costs, investigation and monitoring costs, costs to provide alternative sources of drinking water to neighbors, property damage costs, injury/health-related costs, litigation costs (including, but not limited to attorney's fees, accountant's fees, consultant's fees, costs on appeal, expert witness costs), losses and damages related to third parties, all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges of hazardous substances or wastes by Lessee, its employees, agents, invitees, licensees, subtenants or assignees and others under its control, in or about the Premises and related airport facilities or arising under or on account of any environmental law or similar applicable laws or regulations that occur during the term of this Lease, and from all fines, suits, procedures, claims and actions of any kind arising out of Lessee's failure to provide all information and take all actions required by any Federal, state or local authority, or arising out of Lessee's failure to cause its employees, agents, invitees, licensees, subtenants, assignees or others under its control to do the same. Lessee's obligations and liabilities in this Section shall survive the expiration or sooner termination of this Lease and continue so long as Lessor remains responsible for any spills or discharges of hazardous substances or wastes in or about the Premises that occur during the Term. To the best of Lessor's and Lessee's knowledge, there are no known hazardous substance spills, in or about the Premises and related airport facilities

9. <u>Care of Petroleum Products and Other Material by Lessee</u>. Lessee shall handle, use, store and dispose of petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport Rules and Regulations. Lessee shall, at Lessee's own expense, comply with, and cause all its employees, agents, invitees, licensees, subtenants, assignees and others under its control on the Premises and related airport facilities to comply with, all local and state environmental laws, rules and regulations, the Comprehensive Environmental Response, Compensation & Liability Act (42 U.S.C. § 9601 *et seq.*), and all other applicable federal laws, rules and regulations, and any and all amendments thereto, or hereafter promulgated.

Lessee shall not cause or suffer to occur, a release, discharge, spillage, uncontrolled loss, seepage or filtration of oil or petroleum or chemical liquids or solids, liquid or gaseous products or hazardous substance as defined in Section 8 at, upon, under or within the Premises, or related airport facilities, including the storm sewer, or any contiguous real estate. Lessee shall not permit its employees, agents, invitees, licensees, subtenants, assignees or others under its control on the Premises and related airport facilities to engage in any activity that could lead to the imposition of liability under any environmental laws or similar applicable laws or regulations. Should "hazardous substances" and/or "hazardous wastes" be released, spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Lessee, its employees, agents, invitees, licensees, subtenants, assignees or others under its control on the Premises or related airport facilities, Lessee shall be responsible for the cleanup, containment and abatement of such contamination at Lessee's sole cost and expense. Should the Lessee fail to do so, Lessor, at its option, but without obligation, may take any reasonable and appropriate action in Lessee's stead. Lessee shall pay the cost of such remedial action upon delivery to Lessee of an itemization of the costs incurred.

Lessee shall comply strictly and in all respects with the requirements of all applicable environmental laws and with all similar applicable laws and regulations and shall notify appropriate governmental agencies, Lessor and the Airport Manager promptly in the event of any spill or release, or hazardous substance upon the Premises or related airport facilities and shall promptly forward to the Lessor and the Airport Manager, copies of all orders, notices, permits, applications, or other communications and reports in connection with any such spill or release, or any other matters relating to environmental laws or related regulations or any similar applicable laws or regulations, as they may affect the Premises.

10. **<u>Signage</u>.** Lessee shall not erect, maintain, or display upon the outside of any improvements on the leased Premises any signs unless permitted by Twin Falls City Code § 10-9-1 et seq. as currently written or hereafter amended.

11. **<u>Assignments and Subleases</u>.** Lessee may sublease the Premises or assign this Lease for the uses described in Section 3 after first obtaining Lessor's written consent. Said consent will not be unreasonably withheld.

(a) No assignment or sublease releases the Lessee of its obligations or alters the primary liability of the Lessee to pay the rent and to perform all the Lessee's other obligations under this Lease.

(b) Any sublease or assignment permitted must comply with the terms of this Lease.

12. **<u>Construction</u>.** Lessee shall not alter, replace, demolish or add to existing facilities or construct new facilities on the Premises, or make any contract therefor, without first procuring Lessor's written consent.

In the event that Lessee desires to alter, replace, demolish, or add to existing facilities or construct new facilities on the Premises, alteration, replacement, demolition, addition or new facility plans must be submitted to, and approved by, the Airport Advisory Commission and the Federal Aviation Administration, if applicable, prior to the start of construction. Demolition and construction of the alterations, replacements or additions to existing facilities must be substantially completed within one (1) year of the date of approval by the Airport Advisory Commission and fully completed within eighteen (18) months of the date of approval by the Airport Advisory Commission. The demolition of existing facilities and all alterations, replacements, additions and new facilities shall comply with the laws and ordinances relating thereto. All work with respect to any alterations, additions, or new facilities must be done in a good and workmanlike manner and diligently prosecuted to completion. Lessee shall see to it that such construction shall not cause dust or be a nuisance to any other Lessee.

13. Liens. Lessee shall keep the Premises free and clear of any and all liens in any way arising out of the construction, improvement or use of the Premises by Lessee.

14. Compliance With Law. Lessee agrees to comply with all city, county, state and federal laws, rules, regulations and ordinances. Lessee further agrees to comply with all current Joslin Field, Magic Valley Regional Airport rules, regulations and standards now in existence or as amended during the Term of this Lease. By signing this Lease, Lessee acknowledges receipt of a current copy of the airport's Rules and Regulations.

15. Utilities. During the term of this Lease, Lessor agrees to pay for all water, gas, electricity and other utilities used in or about said Premises.

16. Fire Hazards. Lessee shall not do anything on the Premises or bring or keep anything thereon that will increase the risk of fire, or that conflict with the regulations of the Twin Falls City Fire Department.

17. Waste Prohibited. Lessee shall not commit any waste or damage to the Premises nor permit any waste or damage to be done thereto.

18. Right of Inspection. Lessor shall have the right to enter the Premises at any reasonable time to examine the same and to ensure compliance with this Lease.

19. Hold Harmless. Lessee shall indemnify and hold the Lessor and the property of the Lessor, including the Premises, free and harmless from any and all claims, liability, loss, damage or expense, except in the event of the Lessor's sole negligence or willful misconduct, resulting from Lessee's occupation and use of the Premises and related Airport facilities and Lessee's business operations conducted at Joslin Field – Magic Valley Regional Airport, including any claim, liability, loss, or damage arising by reason of injury to or death of any person or persons or by reason of damage to any property caused by Lessee's business operations at Joslin Field- Magic Valley Regional Airport, the condition of the Premises, the condition of any of Lessee's improvements or personal property in or on the Premises or Airport related facilities, or the acts or omissions of any person in or on the Premises or Airport related facilities with the express or implied consent of the Lessee including but not limited to the Lessee, its employees, agents, invitees, licensees, subtenants, assignees, concessionaires, occupants and users of the Premises. Provided however, Lessee shall have no obligation to indemnify and hold the Lessor harmless for claims, liability, loss, damage or expense directly resulting from Lessor's negligence or willful misconduct except by way of liability insurance required in Section 20.

Lessor shall not be liable for any personal injury or property damage which may be sustained by Lessee, its employees, agents, customers or other persons, that occur on the Premises, or at Joslin Field – Magic Valley Regional Airport that are the direct result of the activities of the Lessee, its employees, agents, invitees, licensees, subtenants, assignees, concessionaires, occupants and users of the Premises, and Lessee agrees to indemnify and hold Lessor harmless from such liability.

Lessee hereby agrees with Lessor that Lessor shall not be liable for injury to Lessee's business or any loss of income there from or for damage to the property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the Premises or related Airport facilities for purposes of Lessee's business arising from physical damage to the Airport real property, including but not limited to the terminal building.

Further, the parties agree that Lessor shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Premises are located.

20. **Liability Insurance.** Lessee shall maintain at its expense a policy of public liability insurance, with Lessor designated as an additional insured under liability coverages, but only as respects operations of Lessee, for Lessee's operations at Joslin Field-Magic Valley Regional Airport, protecting Lessor and Lessee against all claims for personal injury, death and property damage occurring upon, in or about the Premises and related airport facilities, including but not limited to, adjoining sidewalks, streets, roads and other passageways relating to or arising out of Lessee's operations, with limits of at least $100,000,000.00 Combined Single Limit each occurrence and in the annual aggregate with respect to Products and Completed Operations, Personal Injury and Property Damage for Contractual Liability; Non Passenger Personal Injury Liability is limited to $25,000,000 each occurrence and in the annual aggregate; and shall contain fire legal protection with minimum limits of $50,000.00; all said insurance to protect, hold harmless, and indemnify Lessor not only against any and all such liability, but also against all loss, expenses and damage of any and every sort and kind, including costs of investigation, attorneys' fees and other costs of defense, subject to policy terms, conditions, limitations and exclusions. With respect to the coverages required in this Section, the parties agree that Lessee's policy or policies shall be primary to any other valid and collectible insurance available to Lessor.

Said insurance shall be with an insurance carrier, or insurance carriers, satisfactory to Lessor and shall not be subject to cancellation except after at least ten (10) days' prior written notice to Lessor. Notice shall only be provided if the insurance company cancels or alters the policy affecting the requirements of Lessor. Lessee shall provide Lessor with copies of the policy or policies for said insurance, or duly executed certificate or certificates for the same, showing full compliance to date with the requirements of this Section, and shall at all times keep current policies or certificates on deposit with Lessor.

21. **Termination.** Lessor or Lessee may terminate this Lease at any time by giving at least thirty (30) days advance written notice.

22. **Lessee's duties upon Termination or Expiration.** Upon the expiration or sooner termination of this Lease, Lessee agrees to do the following:

(a) Lessee agrees to remove all of Lessee's personal property, including trade fixtures, owned or leased by Lessee and used upon the Premises, prior to the termination or expiration of this Lease at Lessee's sole cost and expense.

(b) Lessee shall repair any damage to the Premises caused by such removal or by the original installation of the personal property.

(c) Lessee further agrees to surrender the Premises free from environmental contamination of any kind caused by Lessee, Lessee's employees and agents.

23. Condemnation. In case of a taking by eminent domain ("Taking"), other than for temporary use, of either (a) the entire Premises, or (b) such a substantial part of the Premises as shall have the result that the portion of the Premises remaining after such Taking (even if restoration were made) will be economically unsuitable for the use of the Premises for purposes described in Section 3, this Lease shall terminate as of the date of the transfer of possession to the condemning authority. In the case of a total taking, the entire amount of any condemnation award shall be paid to and retained by Lessor, and Lessee shall have no right or claim with respect thereto.

In the event of a taking of a portion of the Premises that is not a total taking, then and in that event this Lease shall remain in full force and effect as to the portion of the Premises remaining immediately after such taking and rent shall be reduced on a square footage basis at the then applicable rental rate provided for in Section 5 of this Agreement. The entire amount of any condemnation award for a taking of a portion of the Premises shall be paid to and be retained by Lessor.

24. Maintenance. The parties agree that the maintenance responsibilities shall be as set forth in the matrix attached hereto as Exhibit B. In the event that the Airport Manager determines that Lessee has failed to comply with the terms of this Section, Lessor may take such action as is required by this Section, and charge Lessee the actual cost incurred to comply with this Section or a reasonable fee for the services.

25. Nondiscrimination.

(a) Lessee, its successors in interest and assigns, hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to 49 C.F.R. Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) Lessee, its successors in interest and assigns, hereby covenants and agrees, as a covenant running with the land, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of any facilities; (2) that in the construction of any improvements on, over, or under such land for the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be discriminated against and Lessee shall comply with all other requirements imposed by, or pursuant to, Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended; and, (3) that in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate this Lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. In the event of noncompliance with the preceding nondiscrimination covenants, Lessee hereby authorizes Lessor to take such action as the federal government may direct to enforce this covenant, and Lessee also authorizes the federal government to take appropriate action to enforce compliance, including the right to seek judicial enforcement.

Further, with respect to the leased Premises, Lessee agrees to undertake any corrective action or affirmative action required of Lessor or Lessee by the Federal Aviation Administration because of Lessee's actions or inactions.

26. Non-exclusive Right. Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public at the Airport, and Lessor reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

27. Subordination. This Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement of Lessor for federal funds for the development of the Airport.

28. No Partnership. Nothing contained in this Lease shall create or be construed as creating a partnership, joint venture, or employment relationship between Lessor and Lessee. Neither Lessor nor Lessee shall be liable, except as otherwise expressly provided in this Lease, for any obligations or liabilities incurred by the other. Lessee expressly agrees to indemnify and hold Lessor, and the property of the Lessor, including the Premises, free and harmless from any and all obligations and liabilities incurred by Lessee in conducting aviation-related activities or any other activities on the Premises.

29. Attorney's Fees. In the event that any controversy relating to this Lease is brought in a court of law, including any bankruptcy or appeal proceeding, the prevailing party shall be awarded its attorney fees and costs.

30. Waiver. Waiver of a breach of any provision of this Lease by any party in any particular instance shall not be deemed a waiver of any other breach of this Lease.

31. Survival of Obligations. In the event of early termination of this Lease by either party as permitted under this Lease, neither party shall accrue any further obligations under this Lease as of the effective date of such early termination; provided, however, the obligations of a party that are expressly stated in a provision of this Lease as surviving expiration or sooner termination thereof shall continue in accordance with the terms of that Lease provision.

32. Notices. All notices required to be given to each of the parties hereto under the terms of this Lease shall be given by depositing a copy of such notice in the United States mail, postage prepaid and certified, return receipt requested, to the respective parties hereto at the following address:

Lessor:

Joslin Field, Magic Valley Regional Airport
c/o City of Twin Falls
P.O. Box 1907
Twin Falls, Idaho 83303-1907

Lessee: SkyWest Airlines
Properties Department
444 South River Road
St. George, Utah 84790

or to such other address as may be designated in writing and delivered to the other party. All notices given by certified mail shall be deemed completed as of the date of mailing.

33. **Binding Effect.** The terms of this agreement shall inure to the benefit of, and bind the assigns and successors in interest of, the respective parties hereto.

34. **Governing Law.** The parties agree that the laws of the state of Idaho shall govern the interpretation of this Lease.

35. **Entire Agreement**. This Lease constitutes the entire understanding between the parties and supersedes all prior agreements or understandings between the parties relating to the subject matter hereof. Any modifications or amendments to this Lease must be made in writing and signed by both parties, except modifications authorized under Section 5 of this Lease which will become effective upon compliance with the terms stated therein.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Airport Lease Agreement, as of, but not necessarily on, the day and year first above written.

LESSOR:
City of Twin Falls, Idaho,
a municipal corporation,

By_______________________________
Mayor – Ruth Pierce

LESSOR:
County of Twin Falls

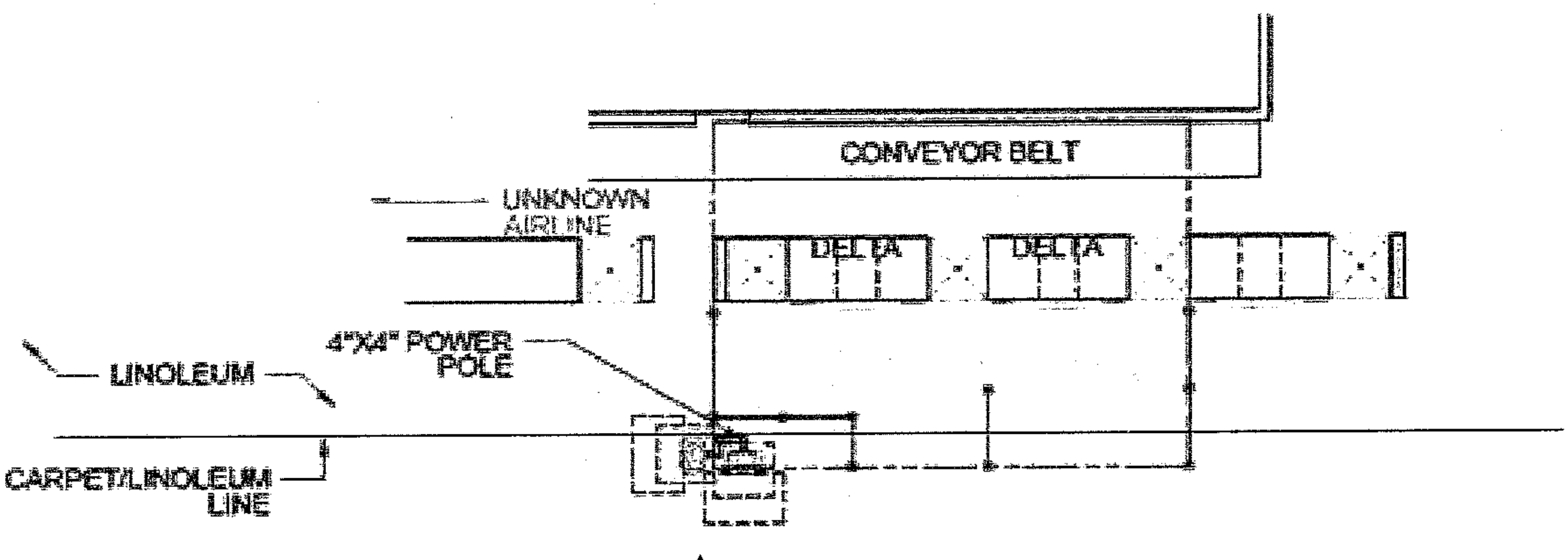
By_________________________
Chairman, Board of Commissioners

LESSEE:
SkyWest Airlines, Inc.

By ______________________________
Its ______________________________

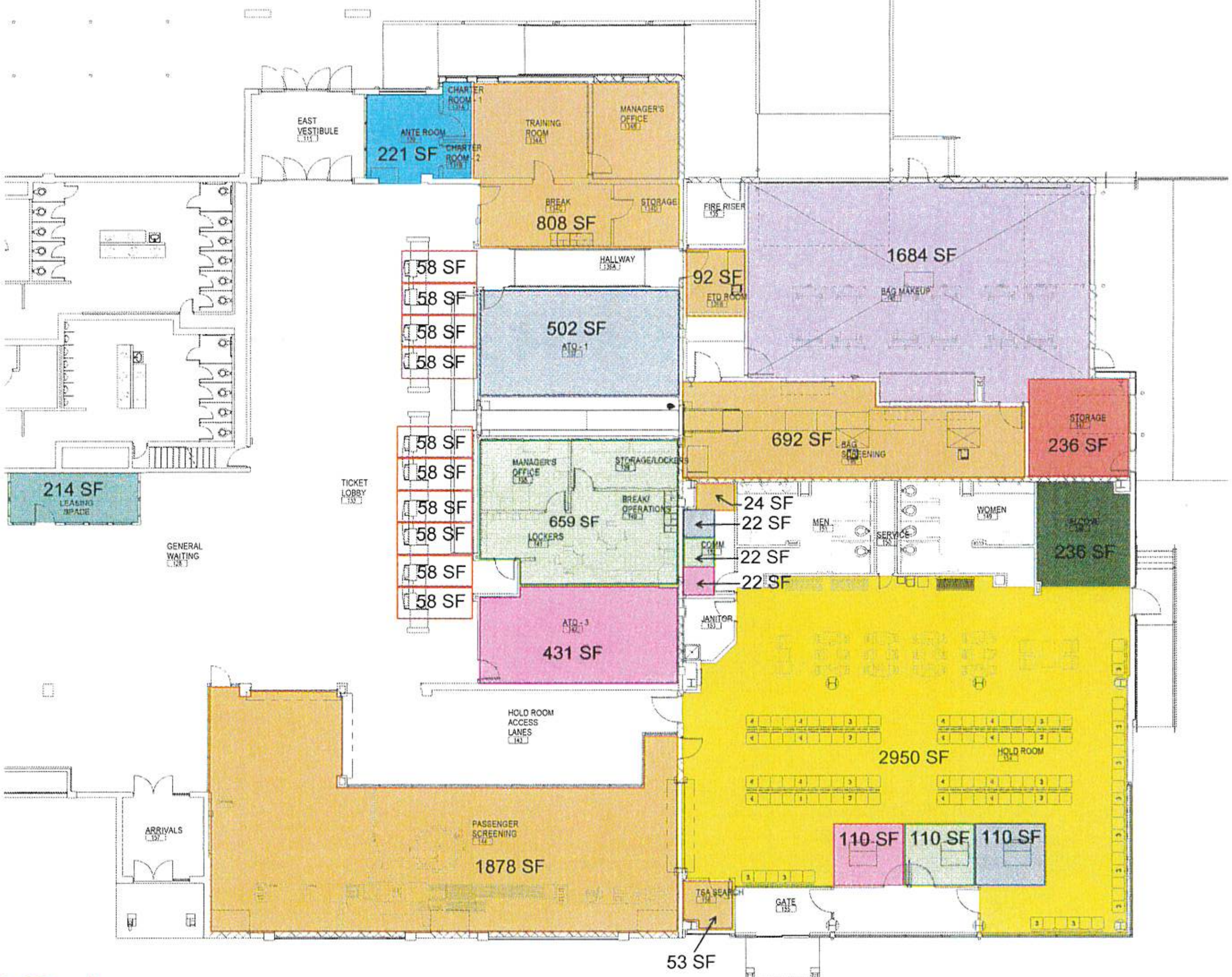
SkyWest/TWF Lease

Additional Area for Ticket Kiosks



Delta Kiosks-Lease Area- 80 Sq. Ft.

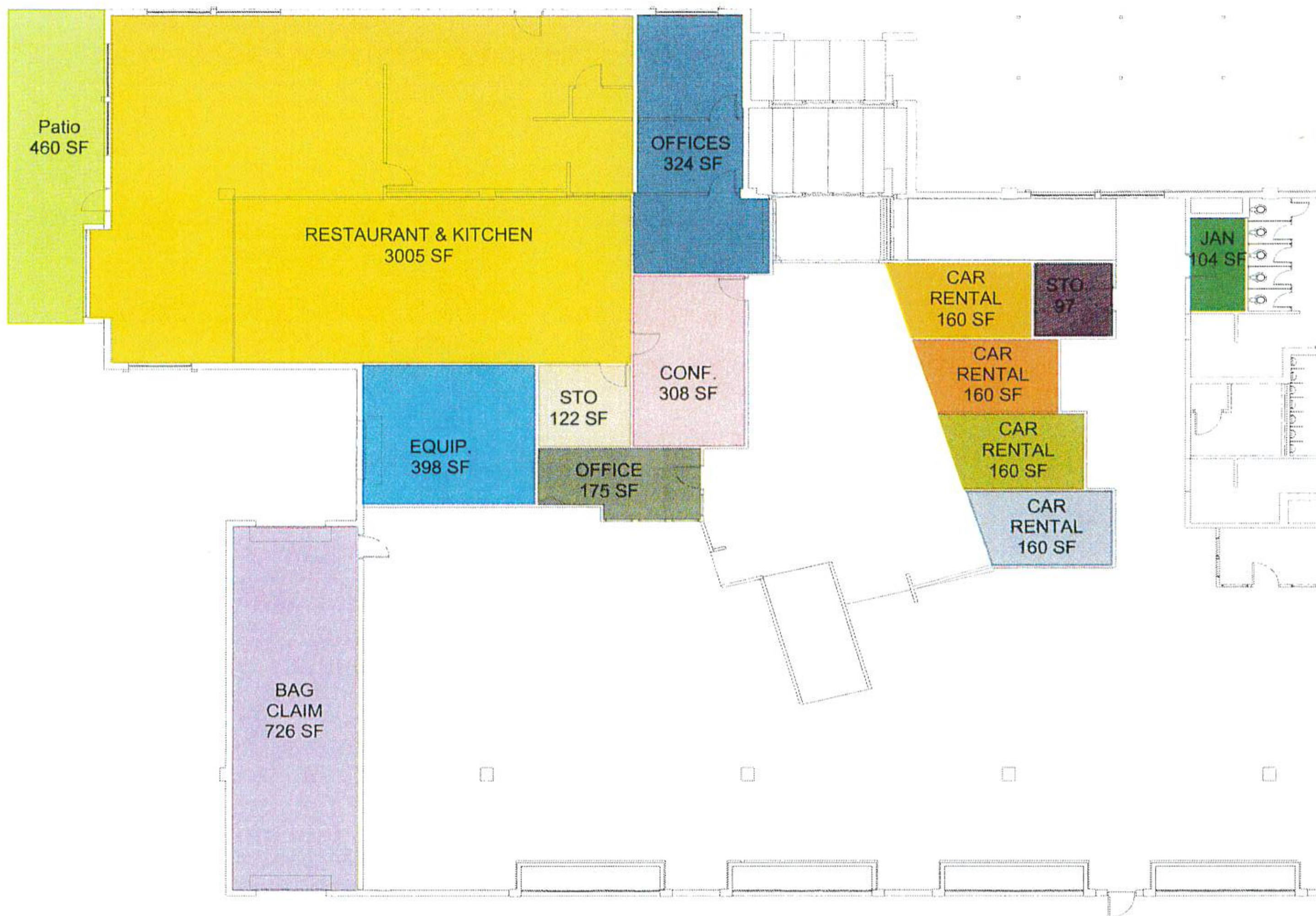
MAGIC VALLEY REGIONAL AIRPORT TENANT LEASE SPACES



CSHQA

Exhibit A

MAGIC VALLEY REGIONAL AIRPORT TENANT LEASE SPACES



CSHQA

Exhibit A

EXHIBIT "B"

<u>Maintenance Matrix</u>
<u>Use:</u> **Baggage Area/Office/Ticket Counter**

The following information pertains to property within the premises

Lessee Responsibility

Lessee shall keep all of the systems and utilities pertaining to the Premises, in first class repair, operating condition, working order and appearance, and in form and function for which the systems, utilities and features was designed. The Magic Valley Regional Airport shall not have any responsibility for maintenance, repair, or replacement of any system or utility, or on the leased premises unless expressly stated in this Maintenance Matrix. ***All items not expressly assigned to the Lessors in the Maintenance Matrix and all repairs or maintenance necessitated by the negligent or intentional act or omission of Lessee or the employees, agents or contractors of Lessee, are the exclusive responsibility of Lessee in accordance with the requirement set forth above and in the Lease.***

	Maintained By:	
	<u>Lessors</u>	*<u>Tenant</u>*
1. CUSTODIAL SERVICE		
1.1. Windows – interior and exterior	☒	☐
1.2. Carpets within leased space	☐	☒
1.3. Interior walls, ceilings, floors	☐	☒
1.4. Trash collections, hauling & recycling including paved areas within Premises	☒	☐
1.5. Trash collection (leased Premises)	☐	☒
1.6. Trash collection (Common Areas)	☒	☐
2. ELECTRICAL SYSTEMS		
2.1. Primary electric service, up to and including the main electrical panel.	☒	☐
2.2. Power from the main electrical panel throughout leased space, including conduit and wiring, sub-panels, power outlets, switches and all interior lamps	☒	☐
2.3. Exterior area lighting to include wiring and lighting fixtures	☒	☐
2.4. Exterior APU wiring and plugs	☐	☒
2.5. Baggage belt and small appliances	☒	☐
3. FIRE SYSTEM		
3.1. Airpotort installed alarm and detection system units	☒	☐

3.2. Additional fire system components due to tenant uses of space and any additions or modifications needed due to tenant changes in use or construction	☐	☒
4. H.V.A.C		
4.1. Affixed heating, ventilation, air conditioning system and associated controls to include central system	☒	☐
5. SIGNAGE		
5.1. Regulatory/traffic control	☒	☐
5.2. Non-regulatory/traffic control	☐	☒
5.3. Building identification and directory	☒	☐
6. STRUCTURE		
6.1. Exterior: components to include roofs, siding, gutters, drains, walkways, fascia, exterior doors, including overhead doors	☒	☐
6.2. Interior structural components of interior walls Including demising fencing and walls, and overhead cargo doors (not including damage caused by tenants)	☒	☐
6.3. Interior leased Premises to include, ceilings, walls and floors (including water proofing and sealing of all floor penetrations)	☐	☒
6.4. All interior and exterior locks	☒	☐
6.5. Ticket counters/ maintenance and modifications	☐	☒
7. WATER SYSTEMS / GROUND UTILITIES		
7.1. Storm sewers and sanitary sewers.	☒	☐
7.2. Utility fixtures (sinks, toilets, fountains)	☐	☒
7.3. Piping within the tenant's lease space	☒	☐
7.4. Cold water pipe insulation	☒	☐
7.5. Water heater	☒	☐
7.6. Floor penetrations including scales	☐	☒
7.7. Backflow prevention devices and potable water system	☒	☐
8. AREA AND GROUNDS		
8.1. Parking lot snow removal on Port property Excluding walkways and leas4ed space on airfield side of building	☒	☐
8.2. Parking lot power sweeping on Port priority	☒	☐
8.3. Landscaping; Port authorized landscaping (zoning upgrades)	☒	☐
8.4. Maintenance of all paved area including striping, Crack seal and overlays	☒	☐

Date: Monday, September 12, 2022

To: Honorable Mayor and City Council

From: Ruth Pierce, Mayor

ACTION ITEM

Request:

A request to confirm the Mayor's appointment of Alexandra Caval to fill the vacancy for City Council Seat #3. Once the appointment has been confirmed, the oath of office will be administered.

Time Estimate:

The presentation for this item will take about ten minutes.

Background:

On July 25, 2022, Councilman Shawn Barigar resigned from his position on the City Council so that he could pursue a full-time employment opportunity with the City for Economic Development Director. His resignation created a vacancy on the City Council for Council Seat #3. In Idaho, when a Council seat becomes vacant mid-term, the Mayor has the responsibility to appoint a new Council member to fill the vacant seat until a Council member can be voted into the office at the next possible election. The City Council then needs to confirm the Mayor's appointment.

For this vacancy, the Mayor elected to call for applications from any qualified resident who had a desire to serve in this capacity. In total, we received 26 applications for this position. Of those, two were not eligible for the position. The remaining 24 were given an opportunity to make a short presentation to the Mayor and City Council on why they should be appointed to Council Seat #3. Seventeen of those applicants chose to give a presentation to the Mayor and Council at the August 29, 2022 Council meeting. Following the presentations, the Mayor decided to take some time to study the applications and reflect on the presentations before making her final appointment decision.

After this reflection, the Mayor has decided to appoint Alexandra Caval to fill the vacant Council Seat #3. The Mayor requests that the City Council confirm her appointment.

The Mayor also wants to sincerely thank everyone who submitted for this appointment. There were several extremely well qualified candidates, making the decision a difficult one. The Mayor encourages all candidates to continue to stay involved or get involved where they can.

Approval Process:

A simple majority vote of the Council is needed to confirm the appointment of Alexandra Caval to Council Seat #3.

Budget Impact:

There is no significant budget impact associated with this request.

Regulatory Impact:

Approval of this request will bring the City Council back to full membership. Alexandra Caval will serve out the remainder of Shawn Barigar's term, expiring at the first Council meeting in January 2024.

History:

N/A

Analysis:

N/A

Conclusion:

The Mayor recommends that the Council confirm her appointment of Alexandra Caval as a Council member serving in Council Seat #3 of the Twin Falls City Council.

Attachments:

1. City Council Oath of Office

City Council Oath of Office

I (state your name)

do solemnly swear

that I will support the Constitution of the United States,

and the Constitution of the State of Idaho,

and that I will faithfully discharge

the duties of a City of Twin Falls city council member

according to the best of my ability.

Date: Monday, September 12, 2022

To: Honorable Mayor and City Council

From: Lisa Strickland

ACTION ITEM

Request:

Request to adopt Ordinance #2022-016 for a Zoning District Change and Zoning Map Amendment for the Prosperity Hills ZDA.

Time Estimate:

Approximately five (5) minutes for presentation and questions.

Background:

On June 14, 2022, the Planning and Zoning Commission sent a positive recommendation to the City Council for the Zoning District Change and Zoning Map Amendment from R-4 to R-4 ZDA.

On July 18, 2022, the City Council heard, deliberated,and approved the Zoning District Change and Zoning Map Amendment for property located at the 1200-1300 block on the east side of Harrison Street South from R-4 to R-4 ZDA, as requested by the applicant.

Approval Process:

The Idaho Statute requires zoning district changes to be finalized through the ordinance approval process.

Budget Impact:

N/A

Regulatory Impact:

The passing of this ordinance will change the zoning district of the property and new rules will apply to this property and new rules will apply to this property in regards to land use and other development criteria.

History:

N/A

Analysis:

N/A

Conclusion:

As directed by Council, staff has prepared an ordinance to finalize the Zoning District Change and Zoning Map Amendment process.

In order to enact this ordinance today, Council would need to suspend the rules and place it on third and final reading by title only.

Attachments:

1. 2022-016 Prosperity Hills ZDA Ordinance
2. Prosperity Hills signed ZDA

ORDINANCE NO.2022-016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, **REZONING** CERTAIN REAL PROPERTY BELOW DESCRIBED, PROVIDING THE ZONING CLASSIFICATION THEREFORE, AND ORDERING THE NECESSARY AREA OF IMPACT AND ZONING DISTRICTS MAP AMENDMENT

WHEREAS, Idaho Land Holding, LLC has made application for rezoning of property located at the 1200 – 1300 block east side of Harrison Street South; City of Twin Falls, and an amendment of the revised Area of Impact and Comprehensive Plan Land Use Map; and

WHEREAS, the City Planning & Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 14th day of June, 2022, to consider the Zoning Designation and necessary Zoning & Planning Map amendment upon a rezone of the real property below described, and an amendment to the revised area of Impact and Comprehensive Plan Land Use Map; and,

WHEREAS, the City Planning & Zoning Commission has made recommendations known to the City Council for Twin Falls, Idaho; and,

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 18 day of July, 2022.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO:

SECTION 1. The following described real property located at the 1200 – 1300 block east side of Harrison Street South is the subject of a Zoning District Change and Zoning Map amendment from R-4 to R-4 ZDA.

"Exhibit A"-Legal Description
"Exhibit B"-Zoning Development Agreement

SECTION 2. That the Area of Impact and Zoning Districts Map for the City of Twin Falls, Idaho, be and the same area herby amended to reflect the rezoning designation of the real property above described.

SECTION 3. Public services may not be available at the time of development of this property, depending upon the speed of development of this and other developments, and the ability of the City to obtain additional water and/or sewer capacity. The annexation of this property shall not constitute a commitment by the City to provide water and/or wastewater services.

PASSED BY THE CITY COUNCIL ______________________, 20_______

SIGNED BY THE MAYOR ______________________, 20_______

____

Mayor

ATTEST:

____

Deputy City Clerk

PUBLISH: Thursday, ___________________, 20_______

Exhibit A

LEGAL DESCRIPTION
Prosperity Hills ZDA
TWIN FALLS COUNTY, IDAHO

BEING A PORTION OF THE SW ¼ N E ¼ AND THE NW ¼ SE ¼ OF SECTION 28, TOWNSHIP 10 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 28, SAID CORNER BEARS SOUTH 01°13’33” EAST 2656.29 FEET FROM THE NORTHWEST CORNER OF THE SE ¼ OF SAID SECTION 28;
THENCE, ALONG THE WEST BOUNDARY OF THE SE ¼ OF SAID SECTION 28, NORTH 01°13’33” WEST 1992.22 FEET TO THE SOUTHWEST CORNER OF THE N ½ NW ¼ SE ¼ OF SAID SECTION 28 AND BEING THE REAL POINT OF BEGINNING;
THENCE, CONTINUING ALONG SAID WEST BOUNDARY, NORTH 01°13’33” WEST 569.07 FEET;
THENCE, LEAVING SAID WEST BOUNDARY, SOUTH 89°18’49” EAST 300.00 FEET;
THENCE, NORTH 01°13’33” WEST 95.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NE ¼ OF SAID SECTION 28;
THENCE, ALONG SAID SOUTH BOUNDARY, NORTH 89°18’49” WEST 300.00 FEET TO THE SOUTHWEST CORNER THEREOF;
THENCE, ALONG THE WEST BOUNDARY OF SAID NE ¼ OF SECTION 28, NORTH 01°13’13” WEST 491.07 FEET;
THENCE, LEAVING SAID WEST BOUNDARY, SOUTH 89°18’49” EAST 1310.10 FEET TO A POINT ON THE EAST BOUNDARY OF SAID SW ¼ NE ¼ OF SECTION 28;
THENCE, ALONG SAID EAST BOUNDARY, SOUTH 01°18’13” EAST 491.09 FEET TO THE NORTHEAST CORNER OF SAID NW ¼ SE ¼ OF SECTION 28;
THENCE, ALONG THE EAST BOUNDARY OF SAID NW ¼ SE ¼ OF SECTION 28, SOUTH 01°18’38” EAST 661.16 FEET TO THE SOUTHEAST CORNER OF SAID N ½ NW ¼ SE ¼ OF SAID SECTION 28;
THENCE, ALONG THE SOUTH BOUNDARY OF SAID N ½ NW ¼ SE ¼ OF SECTION 28, NORTH 89°26’33” WEST 1311.70 FEET TO SAID REAL POINT OF BEGINNING.

CONTAINING APPROXIMATELY 34.05 ACRES.

END OF DESCRIPTION

Prosperity Hills ZDA Townhouse Residential Development

ZDA Development Commitment

Pursuant to All Parts of the Planning Exhibit

This ZDA Development Commitment is made and entered into this 9th day of August, 2022, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and Idaho Land Holding, LLC. hereinafter called "Developer" for the purpose of developing a residential subdivision as a Zoned Development Agreement (ZDA). The legal description of the property is a portion of the Southwest Quarter of the Northeast Quarter and Northwest Quarter of the Southeast Quarter, Section 28 Township 10 South, Range 17 east of the Boise Meridian in Twin Falls County, Idaho.

Development and Improvements shall conform to the standards and regulations of the Twin Falls City Code Title 10 — Chapter 4 — Section 5 and Chapter 6 - Section 1, and all references to other sections therein, as amended, except for the following:

(1) Use Regulations:
  - (A) Permitted Uses: Modified to include: Dwellings — Attached single household (aka Townhouse)
  - (B) Special Uses: No Changes Requested.
  - (C) Prohibited Uses: None Requested.

(2) Property Development Standards:
  - (A) Lot Area : Modified as Follows: Residential Lots: Minimum 722 Square Feet
    Open Space or Common Area Tracts: No Minimum
  - (B) Lot Occupancy: Modified As Follows: Residential Lots: 100% of Lot Area
    Open Space or Common Area Tracts: 0% Occupancy
  - (C) Building Height: no change requested.
  - (D) Yards: Modified as Follows: Residential Lots: No property Line Setback Required
    All Buildings shall be a Minimum of 7 feet from exterior boundary.
    Street Setbacks: Street setbacks on south side of Feather Avenue to be reduced to 12 feet minimum. No Change Requested for all other streets.
  - (E) Access: Modified As shown
    1. Harrison St. South to be developed as public collector streets. Pheasant Rd., Gregory Way, Lacasa Ave., and Feather Ave. to be developed as public residential streets. Access to the buildings will be through private driveways and parking lots.
  - (F) Landscaping: Landscaping shown on Master Development Plan to be installed, owned and maintained by Homeowners Association.
  - (G) Off Street Parking: Two off street parking places are provided for each 1 to 2-bedroom unit. Two and one-half off street parking places are provided for each 3-bedroom residential unit.
  - (H) Signs: Modified to include the following

1. Freestanding signs along Harrison St. South will be erected to identify the development as the Prosperity Hills Subdivision. The signs will be permitted through the Twin Falls Building Department. A photo of a sign similar to the one that is proposed is attached.

(I) Walls, Fences, Hedges, Trees, Shrubs, and Landscaping Structures: Modified to Include: A minimum of 6' tall white vinyl fence will be installed as exterior screen fencing along the exterior property boundary, to be installed per phase.

(3) Other Site development Criteria — if applicable

(A) Building Elevations: Project to be Constructed in accordance with the Building Elevations Provide with This Agreement.

(B) Density: No Change Requested.

(C) Residential Lot Width: Platted townhouse lot width will be 19 feet minimum.

(D) Residential Lot Depth: Platted townhouse lot length will be 38 feet minimum.

(E) Open Space or Common Area: No minimum or maximum size

(F) Multi-Use Transportation Access: No amenities specifically designed for multi-use transportation access are planned.

(G) Park: No Change Requested to Park Dedication Procedure.

(H) Pathways: The sidewalks along collector streets will be set back 5 feet from the curb and be 6 feet wide. The sidewalks along public residential streets will be adjacent tthe curb and 5 feet wide. Sidewalks along private drives and parking areas will be a mixture of offset from and adjacent to the curb and be 5 feet wide minimum.

(I) Screening: Modified to include the following

1. Trash containers, outdoor storage, and such facilities shall be visibly screened from roadways, adjacent residential areas, and adjacent properties. Screening may consist of landscaping, masonry walls, or vision barrier fencing.

(4) Architectural Standards: The buildings will be constructed by the developer in accordance with the building elevations included with this application.

(5) Management Associations: A Prosperity Hills Homeowner's Association will be formed with documentation recorded at Twin Falls County.

(6) Project Phasing: The development is intended to be constructed in 4 phases starting at the north end and working to the south and east. The estimated schedule for the construction is to complete one or more phases each year starting in the fall of 2022 and to be completed by 2027.

If no development has occurred on the ZDA subject parcel within the time identified, the planning and zoning commission and city council may review the original ZDA development requirements and conceptual development plan to ensure their continued validity. If the city determines the concept is no longer valid, then:

(A) The city may initiate a process to change the zoning classification, or

(8) New ZDA development requirements and/or a new conceptual development plan may be required to be approved prior to the city issuing a building permit for any portion of the ZDA subject parcel

Ottilia Ballo, Managing Member

STATE OF Wyoming

County of Lincoln

On this 9 day of August, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ottilia Ballo, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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

PAIGE FOGARTY – NOTARY PUBLIC
COUNTY OF LINCOLN
STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 28, 2025

Notary Public for Wyoming

Residing at: Alpine

Date: 8/9/2022

City: City of Twin Falls
P.O. Box 1907
Twin Falls, ID 83303-1907

"CITY"
CITY OF TWIN FALLS

By: ___________________________________
Mayor

ATTEST:

____
City Clerk

STATE OF IDAHO)
ss.
County of Twin Falls)

On this ______day of _________________________, 2022 before me, a Notary Public for said County and State, personally appeared _______________________________________ and _______________________________________, known or identified to me, to be the Mayor and City Clerk, respectively, of the CITY OF TWIN FALLS, IDAHO, that executed said instrument, and acknowledged to me that such City 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.

____

Residing at ____________________________

Commission ____________________________

Expires: ______________________________

Date:	Monday, September 12, 2022
To:	Honorable Mayor and City Council
From:	Lisa Strickland

ACTION ITEM

Request:

Request to adopt Ordinance #2022-017 for a Zoning Title Amendment repealing and replacing Twin Falls City Code 10-4-19.

Time Estimate:

Approximately five (5) minutes for presentation and questions.

Background:

On June 14, 2022, the Planning and Zoning Commission sent a positive recommendation to the City Council to repeal and replace Twin Falls City Code 10-4-19, CANYON RIM OVERLAY, removing permitted and Special Uses, modifying allowed maximum heights and, removing the ZDArequirement.

On July 18, 2022, the City Council heard, deliberated and approved the repeal and replacement of Twin Falls City Code 10-4-19, as requested by the applicant.

Approval Process:

The Idaho Statute requires zoning title amendments to be enacted through the ordinance approval process.

Budget Impact:

N/A

Regulatory Impact:

Removal of the use regulations would cause the land-uses to be determined by the base zoning district upon which the overlay is placed, and to allow the base zoning districts to determine building heights beyond 150 feet of the canyon rim.

History:

N/A

Analysis:

N/A

Conclusion:

As directed by Council, staff has prepared an ordinance to finalize the process.
In order to enact this ordinance today, Council would need to suspend the rules and place it on third and final reading by title only.

Attachments:

1. 2022-017 Zoning Title Amendment Ordinance

ORDINANCE NO. 2022-017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, REPEALING AND REPLACING TWIN FALLS CITY CODE §10-4-19: CANYON RIM OVERLAY, REMOVING PERMITTED AND SPECIAL USES, MODIFYING ALLOWED MAXIMUM HEIGHTS AND, REMOVING THE ZDA REQUIREMENT; AUTHORIZING PUBLICATION OF THE ORDINANCE BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1: That Twin Falls City Code Section 10-4-19 is repealed and replaced as outlined in **Exhibit A**, incorporated herein by reference.

Section 2: That Ordinance No. 2022-017 shall be in full force and effect immediately following its passage, approval, and publication, as provided by law.

Section 3: That a summary of Ordinance No. 2022-017 be published as outlined in **Exhibit B**, incorporated herein by reference.

PASSED BY THE CITY COUNCIL, ___________________.

SIGNED BY THE MAYOR, Ruth Pierce.

____
MAYOR

ATTEST:

____
DEPUTY CITY CLERK

PUBLISHED:___________________

EXHBIT A

“10-4-19: CRO, CANYON RIMS OVERLAY DISTRICT:
10-4-19.1: PURPOSES:

The purposes of the canyon rims overlay district are as follows:

(A) To protect the public and private property owners from the natural hazards of rock fall and slope failure along the Snake River Canyon and Rock Creek Canyon.
(B) To protect views and create a unique visual environment along the canyon rims.
(C) To preserve and improve the aesthetic appearance of the canyon rims for the enhancement of the quality of life in the community.
(D) To provide development standards that enhance the value of canyon rim areas to the developer and the community.

10-4-19.2: LOCATION:
The canyon rims overlay district shall include all of that area within the city and its area of impact located within two hundred feet (200') of the Rock Creek Canyon rim and within seven hundred feet (700') of the Snake River Canyon rim which carries a residential or C-1 zoning designation. (Ord. 2526, 5-20-1996)

10-4-19.3: PROPERTY DEVELOPMENT STANDARDS
The following property development standards shall apply to all land and buildings in the canyon rims overlay district:

(A) Lot Area: Same as the basic zoning district upon which the overlay is placed.

(B) Lot Occupancy: Same as the basic zoning district upon which the overlay is placed.

(C) Building Height:

1. Within the C1 Zoning District: No building shall exceed maximum building height of Twenty-five feet (25’) in height measured at fifty linear feet (50’) from the canyon rim and rising evenly to thirty-five feet (35’) in height measured at one hundred linear feet (100’) from the canyon rim, and thereafter rising evenly to fifty feet (50’) in height measured at one hundred fifty linear feet (150’) from the canyon rim.
2. All other applicable Districts: No building shall exceed maximum building height of Twenty-five feet (25’) in height measured at fifty linear feet (50’) from the canyon rim and rising evenly to thirty-five feet (35’) in height measured at one hundred linear feet (100’) from the canyon rim.
3. All heights are to be measured from the existing canyon rim elevation, or the existing ground level elevation at the building site, whichever elevation is greater.
4. Additional Height: Additional height may be requested for those areas beyond the fifty-foot (50’) Canyon Rim Setback. See Additional Building Height Process City Code 10-7-3.

(D) Building Setbacks:

1. Yards: Same as that of the basic zoning district upon which the overlay is placed.
2. Geological Report: The minimum canyon rim setback in the CRO district shall be one hundred feet (100') without a geological report meeting the following requirements:

a. The name, address, and telephone number of the responsible Idaho licensed geological engineer;
b. The qualifications of the Idaho licensed geological engineer, including a list of similar studies and references;
c. A certificate of professional liability insurance for the individual or firm preparing the report;
d. A location map, showing the relation of the site studied to the surrounding area, including the topography and drainage pattern of that area, and the location of any off site observations (wells, soil observation pits, etc.) used in preparing the findings of the report;
e. A parcel map, showing the parcel boundaries, the proposed canyon rim setback, building envelope, or building location, the proposed location of any on site sewage disposal facilities, any watercourses or drainageways across or adjacent to the parcel, and the location of any soil observation pits, wells, or other observations used in preparing the findings of the report;
f. A description of the geologic setting of the parcel;
g. A description of the methods used to arrive at the findings, including the sampling procedure used to determine the sites used for observations; and
h. A clear statement that buildings behind the proposed canyon rim setback, within the proposed envelope, or at the proposed building location are not subject to significant hazard from slope movements and that construction on the site will not present a significant hazard to people or properties.
i. The findings shall be qualified, as necessary, with recommendations for site stabilization, drainage, and building construction techniques or specifications that will minimize any potential hazard.
j. The information used as a basis for the findings may be integrated with the findings or presented separately.

3. Canyon Rim Setback: The minimum canyon rim setback in the CRO district with a geological report meeting the requirements set forth above shall be either the minimum setback recommended in the geological report or the minimum setback set out below, whichever is greater:
a. Rock Creek Canyon: Fifty feet (50').
b. Snake River Canyon from Rock Creek Canyon to the centerline of 3300 East, extended: Fifty feet (50').
c. Snake River Canyon east of the centerline of 3300 East, extended: One hundred feet (100').

(E) Landscaping: Overall, twenty percent (20%) of the total area included in any commercial or mixed-use development in the canyon rims overlay district shall be devoted to landscaped open space. That space shall meet the requirements of section 10-11-2 of this title and shall include the following elements:

1. Street Buffers: Commercial uses shall provide a minimum thirty foot (30') landscaped buffer along arterial and collector streets. Residential uses shall provide a minimum fifty foot (50') landscaped buffer along arterial streets.
2. Use Buffers: There shall be a minimum fifty foot (50') landscaped buffer between residential and commercial elements of a mixed-use canyon rims overlay district development.
3. Use Of Buffers: Roads and utilities may cross landscaped buffers, sidewalks and trails may run through them, and permitted freestanding signs and minor utility installations may be based in them.
4. Parking Areas: Parking areas including twenty-four (24) or more spaces shall be broken into separate bays by landscaped areas and pedestrian walks that comprise at least ten percent (10%) of the area devoted to parking.
5. Canyon Rim Setback Area: The canyon rim setback area may be included as part of the twenty percent (20%) landscaping requirement if the area is landscaped to meet the minimum requirements of subsection 10-11-2(A) of this title or if planted with native vegetation. (Ord. 2526, 5-20-1996)

(F) Signs: See the sign code in chapter 9 of this title. (Ord. 3005, 6-6-2011)

(G) Additional Development Standards:

1. Form: Buildings that have a footprint of more than three thousand (3,000) square feet shall be designed to reduce their apparent mass using one or more of the following techniques:
   a. Varying Height: Buildings may be "stepped back" in height from the setback line to reduce their apparent mass and visual competition with the canyon wall.
   b. Varying Setback: The building line facing the canyon rim may be varied (i.e., different portions of the building would be different distances from the setback line).
   c. Landscaping: Mass plantings and earthworks can be designed and sited to effectively break the apparent mass of a building.
2. Outdoor Sales And Storage: There shall be no outdoor sales or display areas in the canyon rims overlay district. All outdoor storage, including solid waste containers, shall be fully screened from public view by some combination of location on the site, fences or walls, and landscaped buffers.”

EXHIBIT B

SUMMARY OF
ORDINANCE NO. 2022-017
Of the City of Twin Falls, Idaho

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, REPEALING AND REPLACING TWIN FALLS CITY CODE §10-4-19: CANYON RIM OVERLAY, REMOVING PERMITTED AND SPECIAL LAND USES, MODIFYING ALLOWED MAXIMUM HEIGHTS AND, REMOVING THE ZDA REQUIREMENT; AUTHORIZING PUBLICATION OF THE ORDINANCE BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

Section 1 of the ordinance repeals and replaces Twin Falls City Code §10-4-19. Below is an overview of each of the sections:

10-4-19.1: This section provides for the overall purpose of this section, describing the reasons for which the City of Twin Falls regulates the land located within a certain distance of the Canyon Rims with specially designed standards and criteria for residential and commercial developments.
10-4-19.2: This section lists specific locations whereby the City of Twin Falls has created specially designed standards and criteria for residential and commercial developments description.
10-4-19.3: This section lists the specially designed standards and criteria for residential and commercial developments including maximum building height limitations that gradually increase the further from the canyon rim that development occurs depending on the Zoning District of the property, minimum building setbacks from the canyon rim to ensure the safety of buildings depending on the geological stability of the area as determined by professional engineers, minimum landscaping requirements to ensure development that beautifies and enhances the area as development occurs near the canyon rim, and minimum requirements on the form and massing of buildings that exceed a certain square footage in order to minimize the visual impact of development near the canyon rim.

Section 2 of the ordinance makes the ordinance effective immediately following its passage, approval, and publication.

Section 3 of the ordinance authorizes the ordinance to be published in summary.

The foregoing summary is true and complete and provides adequate notice to the public of the principal provisions of the ordinance.

The full text of Ordinance No. 2022-017 is available at Twin Falls city hall.

Shayne Nope, City Attorney

Date: Monday, September 12, 2022

To: Honorable Mayor and City Council

From: Nathan Erickson, Environmental Manager

ACTION ITEM

Request:

Consideration to approve the purchase of Heat Exchangers from Alfa Laval Inc. ($100,146), SCADA Integration/Associated Equipment from Banyan Technologies ($44,500), Gas valves from ATSCO Sales and Service ($17,154), and Wiper Cylinders from Trojan Technologies ($32,580) in the total amount of $194,380 for maintenance and equipment improvements at the Wastewater Treatment Plant.

Time Estimate:

15-minute presentation with time for questions.

Background:

The City of Twin Falls wastewater treatment plant (WWTP) is located below the canyon rim, alongside the Snake River's south side, just northwest of Canyon Springs golf course. The WWTP is responsible for treating all domestic and industrial wastewater from the City of Twin Falls. The process of treating wastewater is accomplished through multiple biological steps that treat the water to comply with water quality standards as required by the City's Idaho Pollutant Discharge Elimination System (IPDES) permit.

A portion of the critical infrastructure at the WWTP are two anaerobic digesters consisting of concrete vessels, biogas mixers, and a boiler heating system used to reduce the volume of biosolids. The biosolids or sludge collected through the WWTP is placed in the anaerobic digesters. The anaerobic digesters use natural bacteria to "consume" volatile solids that convert carbon-based components to biogas that is removed from the top headspace of the digesters and combusted.

Both anaerobic digesters at the WWTP were constructed of reinforced concrete in 1980 without any additional interior or exterior protective coating. In 2010 the interior and exterior of both digesters were coated to provide longevity. Over the last five years, operation staff has observed failed coating material in the digester's sludge pumps leading to concerns of coating failure. Beginning in 2021, the East digester was taken offline and cleaned out, the old liners were removed, and the interior and exterior were recoated before being put back into production. In early 2022, the West Digester was taken offline to undergo a similar process. However, the interior coating on the west digester was thicker and different than the other digester delaying the structural inspection.

In May of 2022, the council approved $188,064 for the removal of the interior liner of the West Digester. Since then, the contractor has successfully removed most of the liner on the walls but could not remove the liner from the dome. In recent weeks, enough of the liner was removed to complete the structural inspection; the results found that the digester appears to be in sound structural condition. Jacobs Engineering recommends not removing the liner that is adhered to the digester dome and that a new interior liner is not required because the exposed concrete performed well for 30 years without coating. Since the coating was not completely removed, it is expected there will be approximately $70,000 unspent from the appropriated money from the council in May.

Jacobs Engineering recommends that the exterior of the West Digester have targeted coatings at suspect locations once it is back online; it is estimated that it will cost $100,000 to complete exterior coating. At a future date, when the West Digester is back online and the scope of work for coating the outside is prepared, there will be a request from Council to complete the exterior dome coating. For a more in-depth description of the history and recommendations on the west digester, see the attached digester inspection report.

At this time, the request before the council is to use wastewater reserve funds to purchase equipment and services needed to update the heat exchangers and SCADA system associated with both digesters and to replace valves in the West Digester. There is also an additional request to replace equipment to address issues with the Ultraviolet (UV) system used in the final disinfection stage at the WWTP. The installation of the purchased equipment will be done by Jacobs operating staff as part of the City's ongoing contract. We are asking Council to fund the following items:

1. Digester Heat Exchangers - The East and West Digesters operate at a temperature of 95 degrees and utilize heat exchangers to recover heat from withdrawn sludge to increase energy efficiency. The existing heat exchangers used by both digesters are the original heat exchangers from 1980 and have reached the end of their useful life.

Since the expected cost is above $50K and below $200K, Jacobs reached out to three vendors/manufacturers to obtain bids in accordance with Idaho Code 67-2805.1. The quotes are listed below. It is recommended that the City purchase Alfa Laval Inc. heat exchangers.

a. Gooch Thermal $120,000
b. **Alfa Laval Inc. $100,146**
c. Sondex DID NOT SUBMIT QUOTE

2. SCADA Integration/Associated Equipment - The City's SCADA integrator and programmer, Banyan Technologies, has submitted a proposal to perform the SCADA integration and programming services for new equipment as part of the boiler replacement project. This is important to ensure the new equipment installed for the digesters and boiler are programmed and communicating correctly with the City SCADA system.

a. **Banyan Technologies $44,500**

3. West Digester Gas Valves - There are twelve (12) existing digester gas valves at the West Digester installed in 1980 and need replacement due to corrosion and subsequent leakage. Jacobs staff obtained pricing from ATSCO Sales and Service to provide these valves.

a. **ATSCO Sales and Service $17,154**

4. Wiper Cylinders for UV Disinfection System - On August 21-22, 2022, the WWTP experienced an exceedance of the Maximum Daily E. coli limit. The likely source has since been traced back to the system used to clean the UV bulbs. The cleaning mechanism uses a wiper cylinder with a hydraulic ram that moves up and down the bulbs; a number of these have failed and will need to be replaced. This is a recent development, and there is an immediate need for replacement. It is advantageous to include this request at this time.

a. **Trojan Technologies $32,580**

The total request for purchasing Heat Exchangers, SCADA upgrades, Gas Valves, and UV Wiper Cylinders is $194,380. Attached are quotes for each requested item.

Approval Process:

A majority vote of the Council authorizing staff to use wastewater reserve funds to purchase equipment upgrades in the amount of $194,380.

Budget Impact:

A budget amendment of $194,380 is required.

Regulatory Impact:

These improvements to the digesters and the UV system will allow the City to continue to meet the biosolids requirements of our IPDES permit and program.

History:

N/A

Analysis:

N/A

Conclusion:

City staff recommends the Council authorizes the use of wastewater reserve funds to purchase Heat Exchangers from Alfa Laval Inc. ($100,146), SCADA Integration/Associated Equipment from Banyan Technologies ($44,500), Gas valves from ATSCO Sales and Service ($17,154), and Wiper Cylinders from Trojan Technologies ($32,580) in the total amount of $194,380 for maintenance and equipment improvements at the Wastewater Treatment Plant.

Attachments:

1. West Digester 1 Inspection Report
2. Quotes

TECHNICAL MEMORANDUM

Twin Falls Digester #1 Inspection

PREPARED FOR:	Nathan Erickson
COPY TO:	Marshall Pierce
PREPARED BY:	Wayne Kohler/Jacobs
	Patterson Tuttle/Jacobs
	Marshall Pierce/Jacobs
DATE:	August 26, 2022
PROJECT NUMBER:	D3598400
REVIEWED BY:	Paul Woods

Executive Summary

A condition assessment was completed on Digester #1 for the Twin Falls Wastewater Treatment Plant on 4/7/22 by Wayne Kohler (Jacobs structural specialist) and Patterson Tuttle (Jacobs corrosion specialist). The purpose of the condition assessment was to evaluate the structural integrity of the digester, evaluate the condition of existing coatings, identify corrosion, and recommend repairs.

The digester condition assessment focused on the upper portion of the interior concrete skirt, the interior and exterior of the concrete dome lid, the concrete overflow box interior, and the concrete filtrate pump station interior.

Background

Digester #1, originally constructed in 1981 without any interior or exterior protective coating, received new concrete coating systems on the interior and exterior in 2010. The interior coating system appears to be comprised of elastomeric primer and finish coatings given the softness and high flexibility of the interior coatings, and the large sheet-type coating failures observed. The exterior coating system appears to be comprised of epoxy primer and finish coatings, with broadcast aggregate for slip-resistance based on the fading and chalking observed on the exterior coatings, the hardness and inflexibility of the exterior coatings, and the small chip-type coating failures observed near cracking. Aggregate was observed in the exterior coating system and its presence confirmed by running a bare hand across the surface.

Over the past 5 years, operations staff have observed failed coating material in the digester sludge pumps leading to concerns of significant coating failure. Given the age of Digester#1 and the consistent use, the concern of coating failure leading to concrete structural failure of the dome warranted the condition assessment action.

Structural Assessment

Digester Interior and Exterior

The structural assessment of the concrete surfaces above the scaffolding level inside the digester was performed by visual inspection and by using the Sounding technique. Sounding is a method of locating delaminated concrete, softened concrete, or voids in concrete by lightly tapping on the concrete surfaces with a hammer and listening for a hollow sound. Note that visual inspection and Sounding are not comprehensive to identifying all types of structural deficiencies in concrete but are good methods of locating concrete degradation without resorting to destructive testing, use of ground penetrating radar, or other cost-prohibitive techniques.

During the assessment, close attention was paid to concrete transition areas and to pipe penetrations where coatings typically tend to fail and where localized issues are expected. Soundings were performed on the interior wall surfaces that were within reach at the scaffolding level. No areas of spalling, cracking, or other types of concrete degradation were observed during the visual inspection of the side walls.

Additional Soundings were performed on the under-side of the dome lid at the three locations where the approximately 1' square of existing coating has been removed at each location. The sand blasting has removed approximately 3/8" of the concrete cover at these locations, exposing the aggregate. One location was too high to reach but visually appeared to match the other two. At the two locations that could be reached, sounding indicated no degradation of the concrete and hard striking the surface with the hammer did not dislodge any aggregate.

A visual inspection and soundings were performed outside on top of the digester lid. Extensive cracking is evident at multiple locations on the lid with one very long crack that extends from one access hatch across the dome to another. The cracks appear to have been on the lid for quite some time as previous repairs are visible. Freeze/thaw cycle weather is evident in many of the cracks which show varying degrees of degradation and spalling. This degradation is mainly superficial and does not represent structural deficiencies at this point. Sounding of the dome lid indicates no areas of delamination, soft concrete, or other indications of structural deficiencies.

Digester Overflow Box

The digester overflow box showed signs of exposed aggregate, with some cement paste loss. There was no exposed rebar nor excessive staining.

Filtrate Pump Station

The Filtrate Pump Station showed signs of severe cement paste loss (two to three inches) and exposed aggregate were observed. At pipe penetrations, cement paste loss was even greater (three to five inches), exposing link seals.

Existing Coatings Assessment

Skirt Interior Coating

The digester skirt interior coating system appears to have widespread failures. The topcoat has failed in most areas in large sheets. In many areas where the topcoat appears adhered, physical inspection showed it was loose and not well adhered. A paint scraper was used to cut open some loose areas of coating and large sheets could be pulled off by hand. Failures in the prime coat were also observed in many locations, although not as widespread as topcoat failures. Attempts were made with a paint scraper to remove coatings adjacent to prime coat failures, but this proved difficult, suggesting the prime coat is well adhered in locations where physically inspected. Areas of exposed concrete were observed along the skirt interior and minor paste loss observed. Discoloration of the coatings near the intersection of the skirt and cover were determined to be from staining only.

08/23/2022 Update: The existing coating located on the side skirts was removed by the coatings removal contractor in order to inspect the existing concrete. Portions of the top 2’ of the side skirt still had the well-adhered coating system, as the contractor was not able to remove this coating, nor the coating on the interior dome.

Cover Interior Coating

The digester dome lid interior coating system appears to be mostly well adhered to the concrete, although many pinholes were observed across its entirety. Using a paint scraper to remove coatings around pinholes revealed bare concrete beneath. It appears that additional products were applied to the pinholes attempting to close them up, but this appeared ineffective in some areas. Concern about the appearance of rust at pinholes was also investigated but determined to be from staining only. Discoloration of the coatings near the intersection of the skirt and cover were determined to be from staining only.

Cover Exterior Coating

Cracking was observed in various areas of the digester dome lid exterior coating. All cracks investigated appeared to have localized concrete degradation and coating failure. It appears that previous coating repairs have been performed on some of these cracks, based on the different shades of coating observed. Some of the cracks appeared where concrete forms met, but not all. Coatings are tightly adhered outside of cracking, but as the underlying concrete degrades, the coating on top of that degraded concrete fails.

Coatings on metal piping, appurtenances, and hatch covers are faded. Repair coatings have been applied to some of these metal items, but are not well blended with existing coatings.

Digester Overflow Box Coating

No coatings were observed on the interior of the digester overflow box.

Filtrate Pump Station Coating

The filtrate pump station coating system appears to have widespread failures, especially between concrete forms and around pipe penetrations. Pipes penetrating through concrete walls have corrosion present on them. Coatings on aluminum grating have mostly failed and corrosion is present on the metal. Stainless steel items appear to be in good condition.

Conclusions and Recommendations

Digester Interior and Exterior

Based on the results above, the concrete of both the walls and dome lid above the scaffolding surface appears to be in sound structural condition.

The coating failures and pinholes on the interior digester dome lid are allowing a path for digester gases to penetrate through the concrete and cause cement paste loss. However, given the fact that this condition has likely been in place since 2010 without significant structural detriment to the concrete dome structure, removal and replacement of the interior coating on the dome structure is not recommended as prudent at this time. The areas that have no existing coating along the top 2’ of the side skirts are not of concern as the concrete performed well for almost 30 years without a coating above the digester water line. The exterior of the dome structure should have targeted coating at suspect locations.

The interior concrete side skirt is in excellent condition, and is mostly submerged during operation, therefore it is recommended to leave the concrete exposed and not to apply a new coating system.

Digester Overflow Box

It is expected that the lack of coatings present in the digester overflow box is leading to digester gases causing cement paste loss and minor aggregate exposure. Although the overflow box would benefit from a new coating applied, it likely has an additional 10 years of operational life expectancy left as is. This was never coated and has performed well with no coating to-date.

Filtrate Pump Station

It is expected that the coating failures in the filtrate pump station is leading to digester gases causing cement paste loss. It is recommended that the existing coating system is removed in its entirety and replaced with a new coating system. Stainless steel appears eligible for reuse. Piping may or may not be reusable given the amount of corrosion observed but will require recoating at a minimum.

Extreme care should be taken to ensure all products are applied within manufacturer's recommended limits and quality control testing should be done to verify no coating defects, including pinholes, are present after new coatings application.

Photographs

Photo 1: Overall view of digester skirt interior (prior to existing coating removal project)

Photo 2: Overall view of digester skirt interior (prior to existing coating removal project)

Photo 3: Topcoat failure and spot prime coat failure exposing underlying concrete on digester skirt interior (prior to existing coating removal project)

Photo 4: Between topcoat (right) failure and well adhered prime coat (left) on digester skirt interior (prior to existing coating removal project)

Photo 5: Overall view of digester cover interior

Photo 6: Overall view of digester cover interior

Photo 7: Grey pinhole repair material on digester cover interior

Photo 8: White pinhole repair material on digester cover interior

Photo 9: Pinholes in coating on digester cover interior

Photo 10: Pinhole in coating on digester cover interior with easily removed pinhole repair material, showing bare concrete below

Photo 11: Close view of pinhole on digester cover interior with pinhole repair material removed, showing staining and concrete below

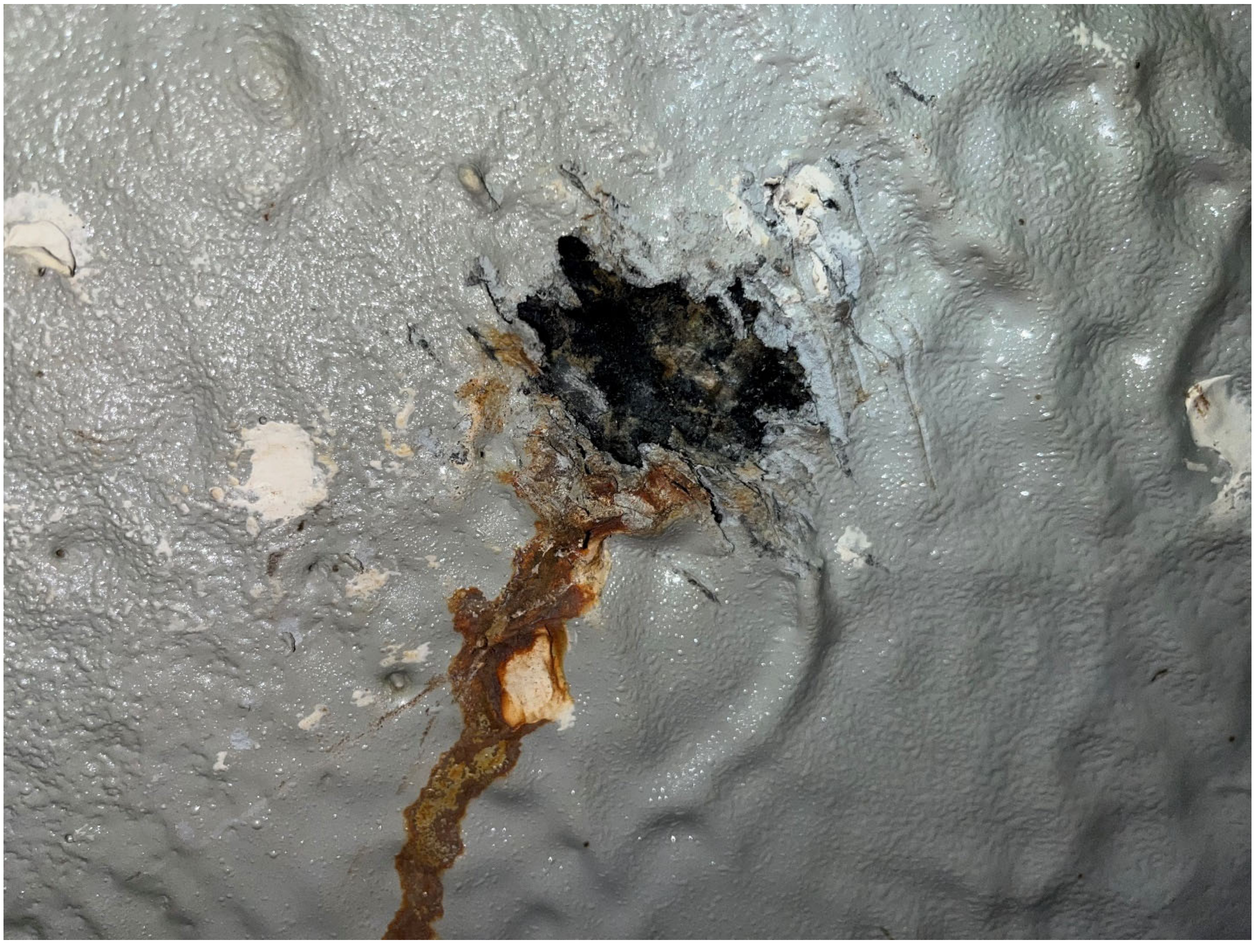


Photo 12: Pinhole on digester cover interior opened to confirm concrete appearance and that rust color is present from process flow staining instead of corrosion of rebar in concrete

Photo 13: Overall view of digester cover exterior

Photo 14: Staining on digester cover exterior and coating failure near cracking in digester cover exterior

Photo 15: Coating failure near cracking in digester cover exterior

Photo 16: Coating failure near cracking in digester cover exterior

Photo 17: Close view of coating failure near cracking in digester cover exterior

Photo 18: Close view of coating failure near cracking in digester cover exterior

Photo 19: Multiple shades of grey coating present on digester cover exterior

Photo 20: Aged pipe coatings are faded, and repair coatings are not well blended

Photo 21: Overall view of digester overflow box

Photo 22: Paste loss and exposed aggregate in digester overflow box

Photo 23: Grating coating failures and corrosion at filtrate pump station

Photo 24: Overall view of filtrate pump station

Photo 25: Pipe penetrations with increased cement paste loss at filtrate pump station

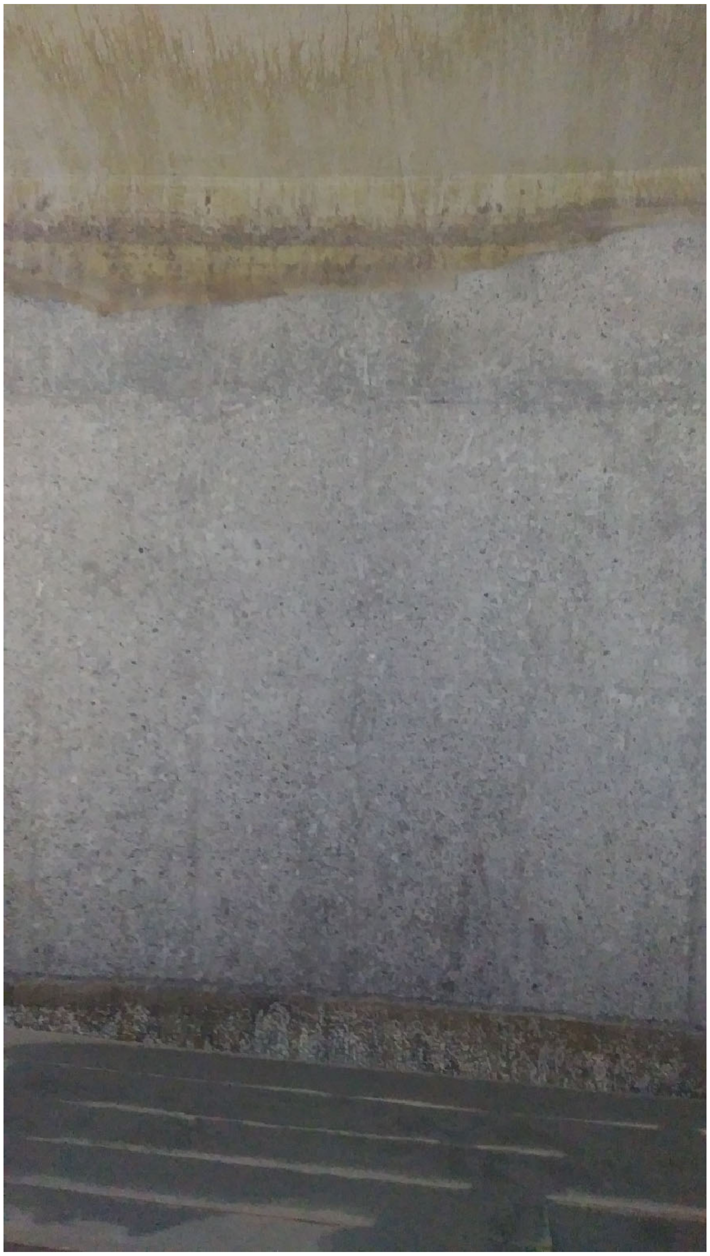


Photo 26: Existing interior concrete wall after coating removal

Photo 27: **Coating removal at interior lid (Note exposed concrete aggregate due to over blasting). Concrete is assumed to be in good condition under the well-adhered interior dome coating**

Gooch Thermal Systems, Inc.
4631 S. Church Street
Whitehall, PA 18052 USA
+1 484-240-1288
info@goochthermal.com
www.goochthermal.com

Quotation No.: I-3868

Date: March 23, 2022

Attention: Harry Stites
Jacobs Engineering

Reference: Twin Falls, ID

Harry:

In response to your recent request to Hank Shamsi, we are pleased to furnish our budget offer covering a Type 1-DO Spiral Heat Exchanger for digester sludge heating service. The quoted unit has the same heat exchange capacity and is dimensionally interchangeable with your existing Dorr Oliver units.

The technical specifications and dimensions are detailed below and in the attached preliminary drawing:

SCOPE OF SUPPLY

Spiral Type:	Type 1-DO for Hot Water to Digester Sludge Heating Service
Model:	Model 220
Mounting:	Horizontally mounted on support legs or saddles
Channel Cross-section:	HS: 1” x 36” Inner pass
	CS: 1” x 36” Outer pass
Channel Closure:	Sludge side accessible via hinged cover door
MOC - spiral plate:	SA-516-70 PVQ carbon steel
MOC - sludge cover:	SA-516-70 PVQ carbon steel
MOC - cover bolting:	SA193-B7 hookbolts & SA194, 2H nuts; zinc plated
MOC - cover gaskets:	Non-asbestos compressed fiber sheet, Klingersil C4401 or equal
MOC - non-wetted:	Carbon steel
Connections In/Out:	HS: 6” / 6”
	CS: 6” / 6”
Flange standard:	As per drawing
Design / Test Pressure:	50 / 65 psig*
Design Temperature:	200 °F (min. +20 °F)*
Design Code:	Pressure parts according to ASME VIII-1, with U-stamp & NB
Welding & Fab:	Per ASME Code Sect. IX
Surface Prep:	Blast & paint according to Gooch standard paint system

*design pressure and temperature is the current industry standard.

Budget Price: **$60,000 - $65,000**

FOB: Whitehall, PA

Terms: 40% upon receipt of main materials
60% upon shipment. Invoices are due Net 30 days.

We appreciate your interest in our capabilities and look forward to your early feedback. Should you need any additional information, please contact us here in PA, anytime.

Linda Van Sickle

GOOCH THERMAL SYSTEMS, INC.
Tel: (484) 240-1288, ext. 102
Email: lindavansickle@goochthermal.com

Encl.:
Preliminary drawing
GTS T&C

Gooch Thermal Systems, Inc.
4631 S. Church Street
Whitehall, PA 18052 USA
+1 484-240-1288
info@goochthermal.com
www.goochthermal.com

STANDARD TERMS AND CONDITIONS OF SALE

GENERAL:

This offer to sell is expressly conditioned on Purchaser's acceptance of all terms and conditions hereof, which shall take precedence over any inconsistent, contradictory or additional terms and conditions contained in any request for quotation, purchase order or other document furnished by Purchaser in connection with this transaction whether such documents are exchanged simultaneously with this offer or prior or subsequent thereto, and Purchaser's acceptance and receipt of the goods shipped hereunder shall constitute acceptance of such terms and conditions contained herein.

All price and delivery quotations shall expire thirty (30) days from date thereof and in the meantime may be changed or withdrawn at any time. The beneficiary named on any purchase order or similar form furnished by Purchaser should be "Gooch Thermal Systems, Inc." c/o the name and address of the local sales office through which Purchaser's order is placed.

CANCELLATION:

In the event of cancellation, Purchaser shall pay Seller for all engineering, purchasing, materials, and fabrication costs incurred prior to date of cancellation.

TERMS OF PAYMENT:

Unless otherwise specified, the equipment offered herein is quoted ex works Seller's plant. The terms of payment are quoted in U.S. Funds, payable net 30 days after date material is shipped or is reported ready for shipment. These terms are applicable to partial as well as complete shipments. A 1.5% Service Charge per month will be applicable and added to any outstanding balances past 30 days. If applicable, progress payments will be stated in proposal. When in the opinion of Seller the financial condition of Purchaser renders it appropriate, Seller may require cash payments or satisfactory security before shipment.

WARRANTY AND LIABILITY LIMITATION:

THE FOLLOWING IS IN LIEU OF ALL WARRANTIES OF SELLER EXPRESSED OR IMPLIED, AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND / OR ANY OTHER OBLIGATION ON THE PART OF THE SELLER, ARE HEREBY EXCLUDED:

Seller, except as otherwise provided, hereby warrants that the exchanger and the operation thereof shall conform to the description and specifications contained or referred to in this Proposal, provided the exchanger is properly installed, operated and maintained. Purchaser is responsible for ascertaining that the exchanger is operated according to design conditions specified, and the fluids to be processed conform to the physical property data specified. Seller further warrants that the exchanger and all parts thereof shall be free from (1) defects in material and workmanship; and (2) defects due to design (other than those specified by Buyer) for a period of 12 months after the exchanger is placed in operation, not to exceed 18 months from date of shipment.

Seller assumes no responsibility for deterioration or failure of equipment due to corrosion, erosion, normal wear and tear or flow induced vibration, or for fouling, maintenance problems or any other causes not specifically covered under the foregoing warranty. The specification and selection of materials of construction suitable for a specific process or purpose is the sole responsibility of Purchaser.

Seller agrees to repair or replace parts proven defective within the guarantee period. Seller must be given the opportunity to make repairs or replacements before any back charges will be accepted. Repairs and replacements from our works will be f.o.b. our US-based plant. No back charges will be honored without Seller's advance approval of the work to be performed.

Seller shall not be held liable for any special, indirect or consequential damage. Seller's liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from this transaction, or the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation, or use of any equipment covered or furnished hereunder shall in no case exceed the price paid by Purchaser for the equipment.

EXTERIOR SURFACES:

When the exchanger is painted with a primer coat or similar painting on its exterior surfaces, such coating is for temporary protection. Seller is not responsible for its deterioration.

TAXES:

Purchaser shall pay any local, county, state or federal sales or use taxes (incl. GST in Canada and VAT in European countries) imposed on the sale. The Purchaser's tax-exempt number must appear on all purchase orders. For Canada and all its provinces, GST and local taxes are the responsibility of Purchaser. For Canada and all its provinces, GST and local taxes are the responsibility of Purchaser.

SHIPPING:

In the absence of specific written shipping or routing instructions from the Purchaser, the Seller may select method of shipment and routing. Cost of prepaid shipments will be substantiated by non-receipted copies of freight bill.

PROCUREMENT AND FABRICATION START:

Unless Purchaser has specifically instructed otherwise, Seller will proceed with procurement activities and fabrication start only after receipt of a written purchase order from Purchaser and resolution of all commercial and technical issues relating to the scope of supply. If approval of review drawings and similar submittals are required by Purchaser, Seller will proceed with procurement activities only after receipt of a full set of approved drawings and documents clearly marked as "Approved with Full Release to Purchase Materials" and / or "Approved with Full Release to Fabricate".

DELIVERY:

Seller shall not be liable for delays in delivery or failure to manufacture or deliver due to causes not reasonably foreseeable or causes beyond Seller's control. These causes may include failure of our vendors to deliver materials, Acts of God, such as storms, floods and earthquakes, as well as government priorities, wars, riots, fires, strikes, and other similar force majeure causes.

APPLICABLE LAW:

The validity, performance and construction of any agreement between Purchaser and Seller shall be governed by the laws of the State of New Jersey, USA.

August 18th, 2022
Alfa Laval Quote No. 2208-WWNP-0426911

Jacobs Engineering
999 Main Street Suite 1200,
Boise, ID 83702

Alfa Laval Inc.
5400 International Trade Drive
Richmond, VA 23231

Tel: +1 804- 222-5300
Fax: +1 804-236-1364
www.alfalaval.com

Subject: **Twin Falls, ID WWTP**
Sludge Spiral Heat Exchanger – Replacement
Duplicate to SN 14751 and SN 81514-3

Alfa Laval is pleased to provide this budgetary quotation for a Spiral Heat Exchanger for the referenced Project.

Sludge Spiral Heat Exchanger
Alfa Laval Sludge Spiral Heat Exchanger, Model SW, with 220 ft^2 surface area. The unit will be a drop-in replacement for Serial Nos. 14751 and 81514-3. All nozzle locations and anchor bolt holes will match existing heat exchanger so no piping or foundation work will be needed. Unit will be built to current ASME code and Alfa Laval shop practices.

Budgetary Price: $100,146 (for quantity of two)

- Material of construction is carbon steel SA-516-70.
- Unit will be designed, Fabricated, Tested and Stamped in accordance with the ASME code Section VIII, Div 1.
- Qty. (2) 6" Carbon Steel 150# Flange, Sch. 40 Sludge Inlet and outlet nozzles.
- Qty. (2) 6" Carbon Steel 150# Flange, Sch. 40 Hot Water Inlet and outlet nozzles.
- 1" Sludge channel spacing with no obstructions (pins) through the sludge channel. Tangential sludge entry to promote even disbursement of sludge across channel.
- Qty. (1) Hinged cover for easy access to sludge channel. The water side is welded closed.
- Qty. (2) 1.5" NPT Backflush connections on Sludge connnections
- Qty. (8) ¾" 3000# couplings (provisions for pressure and temp. gauges/sensors).
- 1 – 3/8" 3000# coupling drain per hot water channel spiral winding.
- Qty. (1) 1" 3000# coupling sludge side drain located at the lowest point in cover.
- Qty. (1) Hardcopy of approval drawing or electronic submittal and transmission.
- Qty. (1) Hardcopy of standard format data book and e-mail submission.
- Standard packaging for covered indoor storage up to 12 months.
- Standard paint system. Surface preparation includes sandblasting in accordance to SSPC-SP-6. External carbon steel surfaces, except machined surfaces of flanges, painted with International Interlac 789 (single component modified alkyd primer/finish), 4.0 mil minimum, in Alfa Laval blue.

Not included in our pricing under this scope are the following:

- Piping, Valves, Temperature or Pressure Gauges
- Insulation
- Anchor bolts
- Field pressure tests
- Field performance tests
- Taxes, Bonds
- Unloading at job-site
- Installation
- Field applied paint

Shipment: 26 - 28 Weeks after receipt of approved drawings.
Approval drawings shall be submitted 5 weeks ARO

Validity: Pricing for budgetary purposes only

Terms: Subject to Alfa Laval Standard Terms and Conditions

Payment: 25% at submittal of approval drawings, 75% at delivery, Net 30 days from invoice

Freight: FOB Jobsite. Freight is included in price.

WARRANTY STATEMENT

1. Warranty is twelve (12) months from startup or eighteen (18) months from shipment, whichever occurs first. Our warranty is for replacement parts only. Labor for installation is the responsibility of the owner. Alfa Laval will provide supervision at its sole discretion for replacement of major parts that fail under the warranty period.
2. Alfa Laval considers the equipment accepted and the warranty to begin:
   Upon beneficial use of the equipment, or
   Upon written acceptance of the equipment by the Owner, whichever comes first.

Thank you for this opportunity to provide our proposal for this project. Please feel free to contact me at the number shown below should you have any questions.

Best Regards,

Nikhil Patole
Alfa Laval, Inc.
Application Engineer – Food and Water Division
Cell: 262-347-5399
Email: nikhil.patole@alfalaval.com

Classified by Alfa Laval as: Business

TERMS AND CONDITIONS OF SALE

These Terms and Conditions Apply to All Quotations, Orders, and Contracts for Alfa Laval Inc. Products (hereafter "Equipment"). As used in these Terms and Conditions of Sale, the word "Equipment" includes all hardware, parts, components, software and options.

1. ACCEPTANCE: Our sale to you is limited to and expressly made conditional on your assent to the terms and conditions of sale herein and, if applicable, on the attendant quotation, both of which form a part of this order and which supersede and reject all prior agreements, representations, discussions or negotiations, whether written or oral, with respect hereto and any conflicting terms and conditions of yours, or any statement therein, whether or not signed by you. We will furnish only the quantities and Equipment specifically listed on the face hereof or the pages attached hereto. We assume no responsibility for terms or conditions of, or for furnishing other equipment or material shown in, any plans and/or specifications for a project to which the Equipment quoted or ordered herein pertain or refer.

2. PRICES: Unless otherwise specified in writing, all quoted prices are firm for thirty (30) days from the date of offer. Stenographic, clerical and mathematical errors are subject to correction.

3. DELIVERY: Dates for the furnishing of services and/or delivery or shipment of Equipment are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in or failure to deliver caused by carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials from ordinary sources, fires, floods, storms, accidents, or other acts of God or *force majeure,* by any statute, regulation, administrative order or decree or order or judgment of a court of law or other causes beyond our reasonable control. Unless otherwise specifically agreed in writing by us, in no event shall we be liable for any damages or penalties whatsoever, or however designated, resulting from our failure to perform or delay in performing due to any of the causes specified in this paragraph 3.

4. SHIPMENT, RISK OF LOSS, TAXES: Prices are in U.S. Dollars, F.O.B. Alfa Laval shipping point, unless otherwise noted. Duty, brokerage fees, insurance, packing and handling as applicable are not included unless otherwise noted. Our prices do not include federal, state, municipal or other government excise, sales, use, occupational, processing, transportation or like taxes now in force or enacted in the future. You shall pay any taxes we may be required to collect or pay now or at any time in the future (including interest and penalties imposed by any governmental authority), or any taxes you may be required to pay, that are imposed upon the sale, delivery or support of Equipment purchased or licensed as a part of this order, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities.

5. CREDIT AND PAYMENT: Unless otherwise noted on the face hereof payment for Equipment shall be (30) days net. *Pro rata* payments shall become due with partial shipments. Any discount period which may be granted by us begins on the invoice date and all payments are due 30 days after the invoice date. All payments shall be made without deduction, deferment, set-off, lien or counterclaim of any nature. All amounts due not paid within 30 days after the date such amounts are due and payable shall bear interest at the lesser of 1.5 percent per month or the maximum rate of interest allowed by law. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices when such invoices are due and payable, at our election, shall make all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled. We shall not, in such event, be liable for delay of performance or nonperformance of contract in whole or in part subsequent to such event.

6. CANCELLATIONS AND CHANGES: Orders which have been accepted by us are not subject to cancellation or changes in specification except upon prior written agreement by us and upon terms that will indemnify us against all losses resulting from or arising out of such cancellation or change in specifications. In the absence of such indemnification, we shall be entitled to recover all damages and costs of whatever nature permitted by the Uniform Commercial Code.

7. DEFERRED SHIPMENT: If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the Equipment is ready for shipment. If you fail to make payment or furnish shipping instructions we may either extend the time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

8. EQUIPMENT WARRANTY AND REMEDY:

(a) For new Equipment only, we warrant to you that the Equipment that is the subject of this sale is free from defects in design (provided that we have design responsibility), material and workmanship. The duration of this warranty is twelve (12) months from delivery to you (the "Warranty Period"). If you discover within the Warranty Period a defect in design, material or workmanship, you must promptly notify us in writing. Within a reasonable time after such notification, we will correct any such defect with either new or used replacement parts, at our option. Such repair, including both parts and labor, is at our expense.

(b) For repairs, parts and service provided by us, we warrant to you that the repairs parts and service we provide to you will be free from defects in material and workmanship. The duration of this warranty is ninety (90) days from as applicable (i) the date the machine which required the repairs, parts or service is returned to you by us, (ii) the date of your receipt of the part, or (iii) the date of repair, if performed at your facility. If during this ninety day period you discover a defect in the repairs, parts or service you must promptly notify us in writing.

(c) All warranty service is subject to our prior examination and approval and will be performed by us at your facility or at service centers designated by us. All transportation to and from the designated service center will be at our expense. If we are unable to repair the Equipment to conform to the warranty after a reasonable number of attempts, we will provide, at our option, one of the following: (i) a replacement for such Equipment, or (ii) full refund of the purchase price. These remedies are your exclusive remedies for breach of warranty. Unless otherwise agreed in writing by us, our warranty extends only to you and is not assignable to or assumable by any subsequent purchaser, in whole or in part, and any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect.

(d) We will use all reasonable efforts to obtain for you any manufacturer's guarantees or warranties for any sub-assemblies included in the Equipment. To the extent such warranties are assignable, we hereby assign to you all warranties that are granted to us by our suppliers of any sub-assemblies contained in the Equipment.

(e) The warranties set forth above are inapplicable to and exclude (i) any product, components or parts not manufactured by us or covered by the warranty of another manufacturer, (ii) damage caused by accident or the negligence of you or any third party, normal wear and tear, erosion, corrosion or by disasters such as fire, flood, wind and lightning, (iii) damage caused by your failure to follow all installation and operation instructions or manuals or to provide normal maintenance, (iv) damage caused by unauthorized or improper installation of attachments, repairs or modifications, (v) damage caused by a product or component part which we did not design, manufacture, supply or repair, or (vi) any other abuse or misuse by you or any third party.

9. LIMITATION OF LIABILITY: In no event shall we be liable, and you hereby waive any claims against us and release us from liability to you, for any indirect, special, punitive, incidental, or consequential damages whatsoever based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Excluded damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute Equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such states, certain of the limitations in this paragraph and in subparagraph 8(c) may not apply.

10. OWNERSHIP: All drawings, designs and specifications supplied by us have been prepared or assembled by us and are solely our property. Such drawings, designs and specifications have been furnished in order to provide full documentation and on the condition that they shall not be reproduced or copied in any manner whatsoever, in whole or in part, except for your internal use as necessary, and upon the further condition that, as our sole property, they shall not be used, in whole or in part, for furnishing information to others or for any purpose not specifically authorized in a writing signed by one of our corporate officers. These ownership provisions shall not be superseded by any printed form used in connection with or arising out of a sale induced by a proposal or otherwise.

11. PATENT INFRINGEMENT (a) We warrant that the Equipment in the condition sold to you is free of the rightful claim of infringement of any apparatus claims of any third-party U.S. patent issued as of the date of our acknowledgment and acceptance of your order, and we will defend, indemnify and hold you harmless from such claims; provided, however, we make no express or implied warranties of non-infringement and undertake no indemnification in respect of third-party rights where the alleged patent infringement is based upon or related to (i) any method, process or product claims in third-party U.S. patents; (ii) any combination of the Equipment with other equipment not supplied by us; or (iii) any modifications of the Equipment made by you and not approved by us.

(b) You shall notify us within 30 days of your receipt of notice of an alleged third-party patent infringement claim that would entitle you to patent infringement indemnification pursuant to paragraph 11(a), and we shall thereupon assume defense of the claim at our expense. We shall have the sole right to settle or otherwise compromise such a third-party claim, including but not limited to the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment.

(c) If a third party charges us with patent infringement relating to Equipment sold by us to you, we shall have the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment. If a third party charges us with patent infringement on the bases set forth in paragraph 11(a)(i), (ii) or (iii), you shall hold us harmless for all expenses and awards of damage assessed against us, and we shall also have the right to modify or repurchase the Equipment or to secure rights for continued use by way of assignment or license as set forth in this paragraph.

(d) Our total, cumulative liability under paragraphs 11(a), (b) and/or (c) is limited to 100% of the price paid to us by you for the Equipment.

12. SAFETY AND HEALTH STANDARDS: The Equipment described herein (or on the specifications provided herewith) complies with applicable safety and health standards issued pursuant to the Occupational Safety and Health Act of 1970 (the Act) and in effect on this date as such standards are interpreted and understood by us. These standards may be amended and/or their meaning may be clarified prior to shipment or performance, and if such change or clarification requires changes in the Equipment described herein, we shall make the necessary changes available to you. You shall pay for any and all such changes at our prices therefor in effect at time of shipment or performance, as the case may be. Because actual compliance by employers with the Act is beyond our control, we cannot and do not represent that the use of the Equipment described herein, nor the location, installation or maintenance thereof, will comply with the Act or regulations and standards issued pursuant thereto. We make no representation of compliance with safety and health standards contained in any statute, regulations or ordinance of any state or political subdivision thereof applicable to the Equipment described herein unless you have notified us of the existence and contents of such standards and we have agreed in writing to the incorporation of such standards in the specifications relating to such Equipment. Nothing in this provision shall operate to modify or affect in any manner whatsoever our disclaimer of any liability for consequential damages contained elsewhere in these terms and conditions of sale.

Classified by Alfa Laval as: Business

13. INSPECTION: Upon prior written notice, you may make reasonable inspections of Equipment at our facility. We reserve the right to determine the reasonableness of the request and to select an appropriate time and location for such inspection. You agree to execute appropriate confidentiality provisions upon our request prior to visiting our facility. All costs of inspection shall be solely determined by us and shall be payable by you. No inspection or expediting by you at the facilities of our suppliers is authorized.

14. SOFTWARE PROVISIONS: If software is provided hereunder, you are granted a nonexclusive, royalty free license only for your use of the software provided with our Equipment. Under this license you may: (i) use our software in machine readable object code only and only with the Equipment provided; (ii) copy our software into any machine readable object code form for back up purposes in support of your use of our software on the Equipment provided; and (iii) create one additional copy of the software for archival purposes only. This license may not be assigned, sublicensed or otherwise transferred by you without our prior written consent. You hereby recognize and acknowledge that the software provided to you hereunder comprises valuable trade secret and/or copyright property of Alfa Laval [or its licensor] and you covenant that you will take adequate precautions against access to the software by, or disclosure of the software to, anyone not authorized hereunder to use or have access to the software.

15. TIME LIMIT FOR BRINGING SUIT: Any action you file against us, whether for breach of contract, including but not limited to breach of warranty, or for negligence or strict tort, must be commenced within 90 days following the expiration of the Warranty Period.

16. MODIFICATION OF TERMS: The terms and conditions of sale set forth herein are an integral part of our proposal and/or confirmation of order. These terms shall not be deemed altered or modified by printed or other "standard" terms in a purchase order, acceptance or similar document. Our confirmation or acknowledgment of any order is with the express understanding that all printed or other "standard" language on any such documents submitted by you will be entirely disregarded to the extent that it varies from the terms and conditions of this proposal/order which may be modified only by typed or handwritten language in the body of your order, acceptance or similar document, together with a written acknowledgment and acceptance of such modification by us.

17. LIMITATION ON WARRANTIES: THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY, AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND AN IMPLIED WARRANTY OF NONINFRINGEMENT. WE HEREBY EXPRESSLY EXCLUDE FROM THIS CONTRACT THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF NONINFRINGEMENT. OUR WARRANTIES AND LIABILITIES HEREUNDER ARE LIMITED AS STATED HEREIN.

18. APPLICABLE LAW: Any controversy or claim arising out of the contract or the breach thereof shall be finally decided with binding effect on both parties by the courts of Virginia and in accordance with the laws of the Commonwealth of Virginia, without giving effect to the provisions thereof relating to conflict of laws.

THE EQUIPMENT AND PARTS DESCRIBED IN THESE TERMS AND CONDITIONS OF SALE MAY CAUSE INJURY IF NOT OPERATED PROPERLY AND FOR THIS REASON ALL OPERATORS SHOULD BECOME THOROUGHLY FAMILIAR WITH THE OPERATING INSTRUCTIONS BEFORE OPERATING THE EQUIPMENT.

Classified by Alfa Laval as: Business

BANYAN TECHNOLOGIES
(208) 736-7363
P.O. BOX 5083, TWIN FALLS, IDAHO 83303

September 2, 2022

Nathan Erickson, Environmental Manager
203 Main Avenue East
Twin Falls, ID 83301

Re: Scope and Estimate for work at Twin Falls Wastewater Digester

Dear Nathan,

Below is our Scope of Work and Cost Proposal for the integration of the new Boiler System equipment into the existing PLC/SCADA system at the Twin Falls Wastewater Treatment Plant.

Scope of work to be provided by Banyan Technologies:

1. Termination of control wiring in existing panel – terminations to be based on 40 96 00 Supplement 1 – IO List and DWG I-001
2. Addition of 1 (ea.) 1794-OE4 – 4 channel Analog Output Module and Base to existing control panel.
3. PLC Programming per Sequence of Operations on DWG H-701
4. Teams Meeting P&ID Review and general design Workshop with Jacobs and Contractor
5. Coordination Meetings with Contractor as needed to discuss Packaged Systems
6. Onsite HMI Software Workshop 1 with City and Jacobs to discuss the following items:
   a. Workshop objectives.
   b. Review work sequence and schedule.
   c. SCADA/PLC I/O Database listing.
   d. Discuss SCADA/HMI screens, alarming and control

7. Onsite HMI Software Workshop 2 with City and Jacobs to discuss the following items:
   a. Review work progress and schedule.
   b. Present and review SCADA/PLC I/O Database listing.
   c. Present and review Draft SCADA Screen sketches that illustrate dynamic objects, how control functions are controlled and monitored, how equipment is controlled and SCADA/HMI screen navigation.
   d. Discuss Training

8. Provide onsite IO verification and coordination with contractor – 3 days
9. Onsite Testing/Startup/Software Demonstration Tests – 5 days
10. Onsite Training – 1 day

Notes:

Current estimate on delivery of 1794 components is 11/17/22. This delivery date is an estimate and is not guaranteed.

No field devices supplied.

Contractor to have all wiring complete with field termination complete prior to onsite IO verification visit. Programming of Packaged System and Field Devices to be completed by others. Contractor to provide scaling ranges of supplied instruments.

Lump Sum Cost $ 44,500

Please feel free to contact me if you have any questions.

Thank you,

Brett Van Wagoner

Brett Van Wagoner, President
Banyan Technologies Inc.

ATSCO Sales & Service

ATSCO Sales & Service
2177 S. 390 W.
Heber City, UT 84032
(801) 565-7277
brad@atscosales.com

Estimate

ADDRESS
Jacobs Twin Falls, ID

ESTIMATE #	DATE	
15341	08/11/2022	

ACTIVITY	QTY	RATE	AMOUNT
Valves PEC,6,F1,CI,NBR,CR*GS-6-HD8 DeZURIK Eccentric Plug Valve, Rectangular Port (AWWA C517) 6: Size - 6 Inch (150mm); (Standard Port), Stainless Steel Bearings, Welded-In Nickel Seat (Except Rubber Lined or Stainless Steel Bodies) F1: End Connection - Flanged, Drilled to ASME Class 125/150 CI: Body Material - Cast Iron, ASTM A126, Class B; (.5"-12" Pressure Rating 175psi (1210 kPa); 14"& larger Press. Rating 150psi (1030 kPa) NBR: Packing - .5" - 3" Acrylonitrile-Butadiene Reinforced filler in a PTFE U-ring, -20 to 180 F. (-29 to 83 C.); 4" & Larger Acrylonitrile-Butadiene Reinforced V-type , -20 to 250 F. (-29 to 121 C.) CR: Plug Facing - Chloroprene; -20 to 180 F (-29 to 83 C) Coating or Paint: SB0 - 4 mils minimum (non-stainless steel parts) of Blue DeZURIK Epoxy (NSF Std. 61) on Exterior with Standard (SP10) surface prep GS-6-HD8: Actuator Type - G-Series Gear with Handwheel Operator **3-4 week delivery ARO, subject to prior sale**	12	1,226.00	14,712.00

Terms:
Net- 30
Firm- 30

TOTAL **$14,712.00**

Accepted By

Accepted Date

QUOTATION
QO0001025

TROJAN technologies

TROJAN TECHNOLOGIES
3020 GORE ROAD
LONDON, ON N5V 4T7
CANADA
T. 519-457-3400
www.trojantechnologies.com

Sold to
CH2M-HILL JACOBS-TWIN FALLS
PO BOX 5158
Twin Falls ID 83303-5158
UNITED STATES

Ship to
CH2M-HILL JACOBS
350 CANYON SPRINGS RD
Twin Falls ID 83301-0001
UNITED STATES

Customer Service Contact : tuvcustomerservice@trojantechnologies.com
Payment Terms : 0% / 00 / 30 net
Delivery Terms :
Carrier/LSP :

Internal Sales Rep : Heather Conine
Customer No. : 100003406
Reference :
Quote Date : 09-06-2022
Quote Expiry Date : 10-06-2022

Harry Stites
Jacobs
Asst. Project Manager
O:1.208.734.9934
M:1.208.316.5096
harry.stites@jacobs.com
PO Box 5158 / 350 Canyon Springs rd West
Twin Falls, Idaho 83303/83301 Twin Falls

Line	Project Item Description	Quantity	Price Discount %		Unit Net Price Net Amount	Tax Rate Tax Amount	Amount
10	326411 CYLINDER, WIPER UV3+ GEN 2	15.00	2,172.00/	EA	2,172.00 32,580.00	0.00% 0.00	32,580.00
20	FREIGHT FREIGHT & HANDLING Freight estimate	1.00	600.00/	EA	600.00 600.00	0.00% 0.00	600.00

Goods	32,580.00	Discount	0.00	Tax Amount	Total USD
Costs	600.00	Subtotal	33,180.00	0.00	33,180.00

SERVICE BULLETIN

1. WIPER CYLINDER OUT OF POSITION, NOT CLEANING LAMPS AT THE SLEEVE NUT END AND CYLINDER CONTACTING HYDRAULIC TUBE NUT

Problem	Remedy
Cylinder will not re-couple fully after decoupling occurs	Cylinder housing at home position will travel past its park position due to the magnets in the housing not fully re-coupled. Cylinder will not re-couple on its own and will continue to stay in this position. To re-couple the cylinder back into home position, extend the cylinder away from the tube using the HSC. Insert an adjustable wrench into the space between the cylinder and tube. Retract the cylinder back to home position while holding the wrench. The wrench will provide a stop for the cylinder magnets to click back together.

WARNING

Wear Personal Protective Equipment!

Important to ensure that a face shield and gloves are worn during this process. The cylinder will jump against magnetic force when recoupling.

Figure 1: Cylinder not in park position

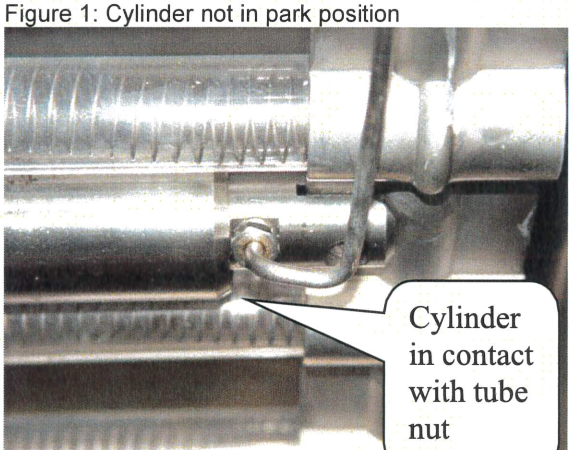


Figure 2: Extend cylinder away

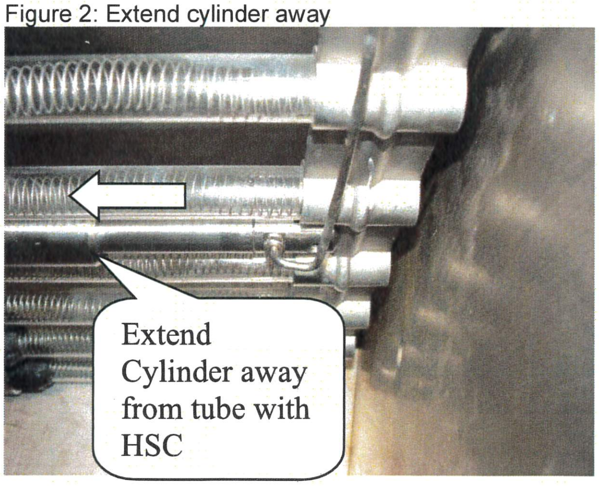


Figure 3: Cylinder magnets fully re-couple

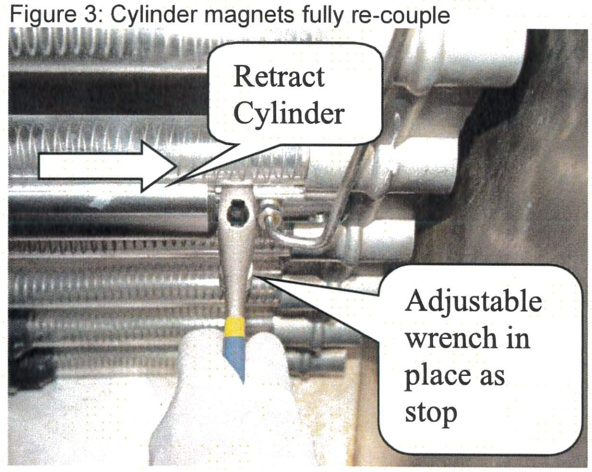
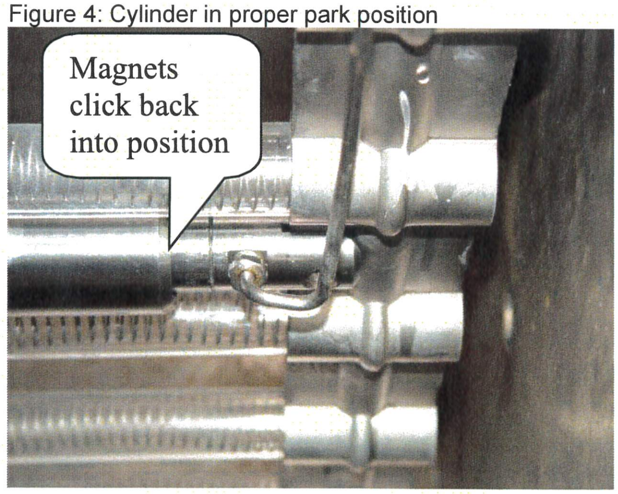
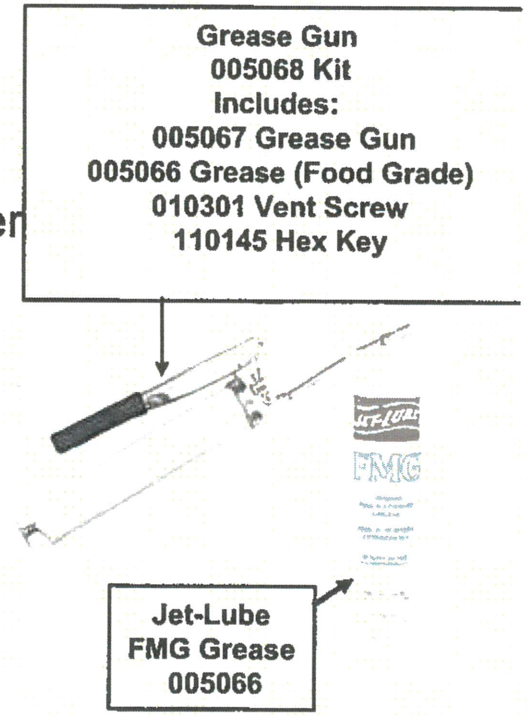


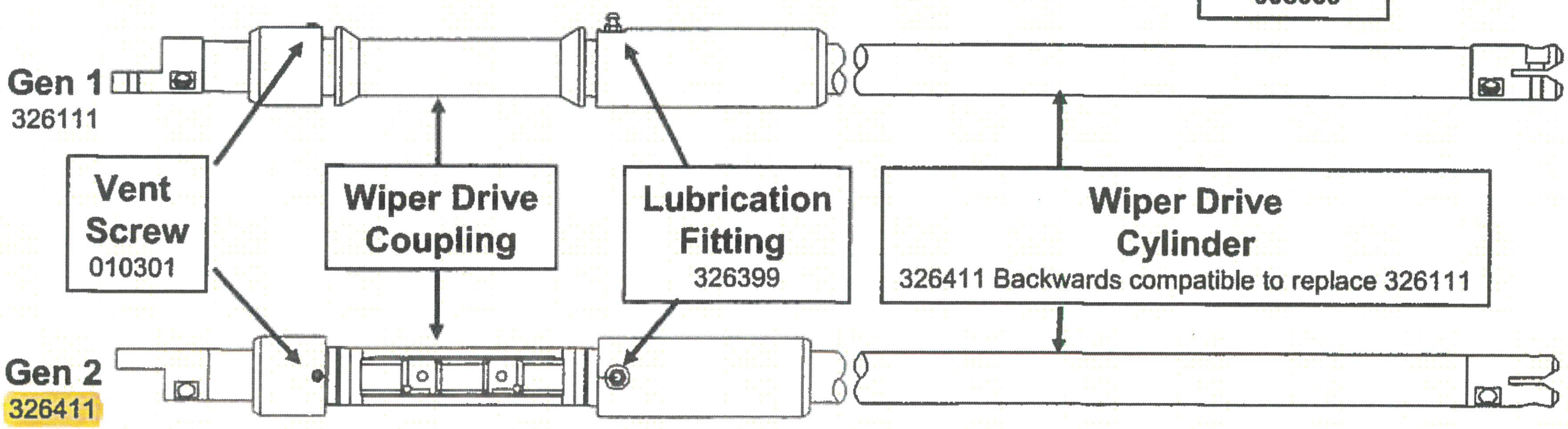
Figure 4: Cylinder in proper park position



Hydraulic Cylinder

- Hydraulically driven magnetically coupled cylinder
- Drive coupling lubricated with Jet-Lube 30150 food grade grease
- Black Hose vs. Blue Hose = Left & Right Modules
- 2nd generation cylinder used on single drive bar carriage (backwards compatible to original carriage styles)





TROJANUV CERTIFIED SERVICE

Date: Monday, September 12, 2022

To: Honorable Mayor and City Council

From: Brent Hyatt, Assistant Finance Director

ACTION ITEM

Request:

Staff is seeking approval of an ordinance that would amend Title 7, Chapters 3 and 8 of the City Code. The amendment would hold residential property owners responsible for City utility accounts after December 31, 2022.

Time Estimate:

30 Minutes.

Background:

On May 9th, a request was made of City Council to hold two open houses on Thursday, June 9, 2022, for input and comments on a sample ordinance that would shift responsibility for utility accounts to property owners for rental property. Those meetings were held, one at 4:00 p.m. and one at 7:00 p.m. The meetings were announced on the City's website, emailed to the City's news subscribers, posted on the City's Facebook page, and publicized with a KMVT news broadcast.

Other than City staff, three members of the community and one City Council member came to meetings. Attached are their comments, as well as emails, voice messages, and Facebook postings that have been received. One landlord emailed a list of questions. Those questions and staff's response are also included. Staff's responses are boxed. Most comments confirm that the proposed change is overwhelming opposed by landlords because of the additional administrative burden and increased risk of loss.

Staff reexamined financial losses attributed to industrial, institutional, and commercial accounts, and the reduction in work attributed to them that is discussed below and is now recommending that the ordinance apply to residential properties only.

Previous discussions have focused on a reduction in bad debts for the City that should exceed $100,000. That cost would not necessarily shift directly to property owners. Landlords have an advantage collecting rent over the City collecting utility accounts. Rent is usually due on the 1st of the month. Utility billings come after the services are used, the meters are read, and billings sent. The general practice by landlords would be to include utility costs in the rent. Landlords would know there is a payment issue several weeks before the City and could act sooner.

Along with the reduction in bad debts for the City, there would be a significant reduction in work for both the Utility Billing department and the Water department. Below is the recent work history for specific tasks:

Activity	Rental	Owner	Total	Time Period
Turn Offs for Non-payment	111	92	203	May through July, 2022
	55%	45%	100%	
Payment Arrangements	57	28	85	May through July, 2022
	67%	33%	100%	
New Accounts (On Only) *	3,326	1,874	5,200	01/01/22 to 8/10/22
	64%	36%	100%	

* Landlords and property managers will sometimes put a property in their name between tenants to keep utilities on. Especially during the summer for irrigation. Those temporary account changes have been included under the Rental category because the practice would disappear under the new policy.

Residential rental properties account for 16% of the City's utility accounts and about 64% of the labor associated with transferring accounts and dealing with new account holders. Tenants turn over more often in a specific rental property than the landlord turns the property over as an investment. In an extreme example, one rental property had seven different tenants in a year. Estimating the labor savings and hours freed up for other work under this proposal is very problematic, but it would be substantial. Existing accounts would be grandfathered in. So, the benefits of the new policy, both in labor and bad debt savings, would accrue incrementally. Staff estimates it would take three to five years before the full value would be realized.

Approval Process:

To enact the proposed ordinance today, Council would need to suspend the rules and place it on third and final reading by title only.

Budget Impact:

There would be no immediate budget impact. After the effective date, as new tenants move into a residential property, the associated utility account would be in the property owner's name. That account would then not change until the property ownership changed. Any budget impact would be gradual as the process unfolded.

Regulatory Impact:

N/A

History:

N/A

Analysis:

Based on the experience of neighboring communities that have recently shifted, the City would save over $100,000 a year in bad debt expense. There would also be a significant labor savings in both the Utility Billing and Water departments.

Conclusion:

Staff recommend approval by the Council of the proposed ordinance.

Attachments:

Proposed Ordinance

Comments and Questions

EMAILS AND OPEN HOUSE

"The recent news story today about the plight of delinquent city utilities by tenants of rental properties seems like a easy street for the city to hold the property owners responsible. Would property owners be responsible for delinquent car payments because the tenant drives a car? Or for medical bills because the tenant resides? Or for any other debt the tenant incurs and is responsible for? Perhaps the city should look at credit analysis before allowing tenants to sign up for utilities and property owners could receive that information prior to signing any rental agreements with tenants.

I find it hard to understand why the property owner would be any way shape or form be responsible for someone else's debt. My hopes are you would too.

Thanks for listening!"

"I am just sending you an email to summarize my opposition to a citywide mandate of SFR rental accounts being put under owner names. I believe it would have a net detrimental effect for the following reasons:

- The only practical way for a landlord to cover the cost of water is to price it into the rent. It is difficult to evict for unpaid utility bills (with some judges it is hard to evict for unpaid rent) and charging separately for the bill each month creates unnecessary administrative overhead. Everybody knows how hard it is to collect on a small claims judgement if the landlord lets unpaid utilities go for a while. The net effect of this mandate will be an upward pressure on rental prices in a time when tenants are struggling to afford rent as it is.
- Water is increasingly a scarce resource and making landlords responsible for the bills means that tenants will have little incentive to limit personal water usage. This will not only cause an increase in wastewater that needs to be treated but will possibly put a strain on supply sources.
- The percentage of delinquent accounts is quite small and doesn't justify this measure.
- The landlord-tenant relationship is inherently adversarial and this will give tenants a way to retaliate against landlords for perceived slights. Even though I have great relationships with many of my tenants, I only say this because I had a tenant who was upset with me for asking them to move from another rental to a new building because I wanted to tear down their SFR and build something else. This tenant was very passive aggressive and ran the water I believe in the bathtub for what was most likely several days to a week, effectively doubling the water bill for the entire building.
- Finally, the irresponsibility of some tenants is an inefficiency in the system that produces negative effects that are either going to be absorbed by the landlord or by the city. It is currently being absorbed by essentially the taxpayers rather than individual citizens that also pay taxes on top of their business liabilities. In my view, widespread irresponsibility is a societal problem, especially when we are talking about delinquency on public utilities, something that many people in America at least would consider to be a right not a privilege or luxury.

Just my two cents,

Thanks for considering this,"

"I want to thank you first for allowing me to express my thoughts to you concerning the homeowner paying the tenants Utility Bill. There are so many different organizations that can help people who qualify pay their bill. The Salvation Army, South Central Community Action, LA Posada, Mustard Seed, St. Vincent de Paul, Community Council of Idaho, lntermountain Fair Housing Council, 211. Its not fair to put a bill on the homeowner just because someone doesn't want to reach out and get help or because they don't want to be wise on budging their money. If anything, we should have a budgeting class. But my guess would be that no one would come. Some people run up their bills so high.

I have seen bills over 3,000 dollars and this is not fair to put this on the homeowners. Its not fair to make the homeowner pay for peoples bills who are not being responsible citizens, regardless of how little or how much it is. They should be responsible for their own bills. They just move and will do it again and again. Here is a_ story one man had a plan arrangement. He took his money and paid for his x girlfriend to get out of jail and as soon as she got out of jail, she got into her boyfriend's car and drove away. Leaving him with no money to pay his Utility bill. Let's make people take accountability for themselves. I'm asking you to please vote for this not to pass. Thanks again for taking the time to hear me out."

Here are a couple of comments. No one remembers a payment to help with utility bills from the Salvation Army, St. Vincent de Paul, or the Intermountain Fair Housing Council for several years. It may be related to COVID and was not significant before. 211 is a resource referral phone number sponsored by the state but offers no direct funding. We don't track payment sources but estimates of monthly assistance from the others mentioned are South Central Community Action (SCCA) $1,500, LA Posada $300, the Mustard Seed $75, and Community Council of Idaho $500. These organizations offering help with utility bills, for qualifying individuals, also offer help with rent. Not assisting with utility bills may free up more funds for rental help.

SCCA's current funding comes from Federal funds related to the American Rescue Plan Act of 2021, also called the COVID-19 Stimulus Package. There is also a related CARES program for housing. When these federal funds are depleted, the program will go away, unless reauthorized with other federal legislation and SCCA will probably go back to previous funding sources.

The highest amount turned over for collection in the past three years was a commercial account for $1,390.70. It was subsequently paid.

VOICE MESSAGES

"I was just watching the news a little bit earlier, how Twin Falls is having a lot of issues with people skipping out on paying utilities and that. You need to take a close look at what Kimberly did. I'm a landlord there and they had the utilities put in the landlord's name and then the landlord just adds them on the rent and that stopped probably 99.9% of people skipping out on City utilities and it's something that Twin needs to look at. There's no reason to have it in the renter's name and then the renter always skips on the rent and the utilities, and it's just a thought. But anyway, I'm old and grumpy and got a lot of time to watch TV, but that would solve your problem real fast. There's going to be a lot of high-end landlords not like this, but it's a practical way to do it. Thank you."

QUESTIONS

1) What percent of total water and sewer service charges are being written off by the City?

.50%

2) What is average write off percentage for cities and for private utilities?

Comparability is difficult. Most municipalities present their financial information in summary form. Specific bad debt charges are usually obscured in those summaries. A municipality's write off percentage is also heavily influenced by their policies, as evidenced by the illustration in the next question, where a change in policy resulted in a reduction of write off percentages of somewhere around 94%.

We reached out to one of the collection agencies we have a connection with, and they confirmed that "National data for this specific area is not available (at least publicly) …. Cities and towns have various versions of debt structure, typically dictated by charters and by-laws. So, an apple-to-apple comparison on debt recovery and a write-off % is difficult, at best."

3) And how does this compare to the average bad debt experienced by taxpayers in cities who make taxpayers are required to collect on behalf of the city?

In phone conversations, we were told by the City of Jerome they went from $50,000 in bad debts to $3,000 and the City of Kimberly went from $30,000 in bad debts to $2,000 after implementing policies that required property owners to be responsible for utilities. Using their web information on utility sales, that would measure their write off percentages at.461% then down to.028% and 1.027% down to.068%, respectively, or an average decrease of 94%.

4) Perhaps this data would prove that the staff is doing a tremendous job collecting, and no change holds the promise of better outcomes for taxpayers? If this is true a solution is being sought without a problem?

Staff are confident that over $100,000 would be saved annually.

5) Has the City analyzed who is the source of bad debt?

Yes, 93% are from residential rentals, an insignificant amount (.003%) from commercial and the balance from residential property owners. There were no recent bad debts from multiple units, institutional users, schools, or industrial users.

6) What kinds of abusive or threatening statements or actions do City fee collections staff experience dealing with slow or no pay consumers of water and sewer services? Please be specific.

Those statements usually come when a customer's water is being shutoff for non-payment. People can get furious without access to water in their homes. We turn off around 25-30 accounts a week. Defining an abusive or threatening statement is a personal interpretation. Staff who regularly interact with customers say they receive about 3 to 5 a week. During the past year, there has been one restraining order for a citizen and police presence has been requested twice.

7) What percentage is residential?

We don't track abusive or threatening statements. But the percentage probably tracks with the write off percentages in question 5 above.

8) What percentage is commercial?

See the response to question 7.

9) What percentage is due to hardship such as illness, job loss?

We don't track or inquire what the motivation is for making abusive or threatening statements.

10) What percentage is by midnight moveout renters?

Evidence suggests that most of the uncollected accounts are renters that no longer need utility services because they have left.

11) Has the City identified who know who really is causing the problem and who the proposed change would adversely affect? If a specific property type produces a large portion of the bad debt, and a focused solution on that group could improve outcomes what justifies the total transfer of collection duty by the City to the taxpayer? Should any proposed solution target the problem before being suggested as a solution?

The problem is being caused by residential tenants. The original suggestion to the Council included all tenants. After reviewing specifically where the problem comes from, the suggestion is being changed in scope to limit it to just residential properties and to not include commercial or other properties.

12) Has the City analyzed if the City itself is using the tools it has, such as timely water shut off for nonpayment?

Yes, water shut off is the most effective tool the City has for delinquent accounts. Payments are generally received within 24 hours of being shut off. However, most uncollected accounts arise when services are no longer needed, and tenants have left the property, irrespective of where they are in the billing/payment cycle.

13) Does the City know how many days past due is average among accounts that have been written off?

The City has a structured payment timeline. Citizens are given 21 days after their billing cycle to make their payment. Any account that is not paid by the next month (30 days) receives a notice of delinquency and they are informed that payment is expected within the week. The notice informs them that during this week they can apply for a hardship payment arrangement, which can extend shutoff another month. If they don't pay within the week, set up a payment arrangement, or make scheduled payments in any arrangement, water is shut off and full payment is required before it can be turned back on.

14) If written off accounts have become seriously past due, has the City not used its tools like service shut off affectively, and could it remedy its own concern using its own tools i.e. shut offs more quickly on past due accounts?

The City sends around 300 delinquent notices a week and ends up turning off around 25-30. Giving customers 30 days to pay and then shutting them off after one more week is aggressive. That timeline could be moved up, and collections would improve. However, with 90% delinquent accounts paying before turning off now, we would create a lot more work, perhaps turning off and on 290 water meters needlessly to catch the few who plan on skipping. Shutting off services is very effective in collecting from customers that need continued service. The bigger issue is that most bad accounts have left the area and don't need continued service, so shutting water off after they have skipped is not effective.

15) Is it reasonable to believe that taxpayers who know little if anything about water and sewer delivery, rates and costs, systems, system malfunctions, accounting and account errors etc. can achieve better results collecting from the worst service payors in the system than the professionals in the City offices who are highly informed about accounts, related service problems, metering problems etc. are able to accomplish?

Best practices call for grouping the water, sewer, and sanitation in with the rent. That is now done currently throughout the City for apartment buildings and often for duplexes and triplexes. Taxpayers that would be affected by the policy change, landlords, probably have skills and knowledge working with delinquent rents and, if needed, evictions.

There is one advantage that landlords have collecting rent over the City collecting utility accounts. Rent is usually due on the 1st of the month. Utility billings come after the services are used, the meters are read, and billings sent. Landlords know there is an issue with a rental payment at least six weeks before the City knows there is an issue with a utility account.

16) What evidence does the city have that taxpayers have greater capacity to actually collect these bad debts than informed city staff members?

See the response to question 15, above.

17) What evidence does the City have that taxpayers will be able to respond affectively to questions that water and sewer users have?

The City offers timely responses to account inquires of any utility account owner. That can happen at the utility billing department on the first floor of City Hall, through email at utilitysevice@tfid.org, or over the phone at (208)-735-7250. The City's web page offers general information. Requests for services or to discontinue services are made through the City's website.

18) Will taxpayers have the right to shut off or turn on water supplies for those who do not pay?

The Idaho Attorney General publishes a *Landlord and Tenant Manual.* Under the heading *Unlawful Evictions* it states "Landlords may not engage in any form of self-help to force a tenant out of a rental property. It is unlawful for a landlord to … shut off the utilities."

Landlords and tenants should consult with a private attorney when they have questions about their legal rights and options.

19) If not, what process will taxpayers have to follow to get the City to take these actions? Will this be timely and affective in getting bad debt payors to comply and pay or simply result in debt transferring to taxpayers?

As stated previously, most landlords would combine a properties utility cost with the rent. It is expected that utility shut offs would be reduced substantially. This change in policy should not result in any impact on tenants as they would shift their payments from the City to the landlord as increased rent.

If there was a debt transfer involved, it would not be to taxpayers in general, but a targeted class of taxpayers. Landlords would be rewarded for their management efforts.

20) The City staff is considering a recommendation to the Council to transfer collection of water and sewer debts, will it recommend that the City pay to the taxpayers administrative fees to shoulder this burden and carry out this duty?

No.

21) Will the city reduce water and sewer fees charged to consumers as it transfers the collection duty to taxpayers since the City is doing this to reduce its costs?

Yes, any reduced costs to the City will be factored into future utility rates for all taxpayers.

22) A taxpayer will need to modify rent and lease contracts in order to collect water and sewer if saddled by the City with this task. Many lease contracts are long term and cannot be modified mid-term. Has the City studied to learn what percentage of rent or lease contracts will not be able to be transferred affectively (by contract between the parties) within the first, second or third year of the transfer of collection duty to taxpayers? Will a lengthy roll out process and difficult education process of taxpayers who must collect and users who have questions (being directed fellow taxpayers equally uninformed about water department issues undermine the entire effort if enacted?

As contemplated, existing accounts would be grandfathered in. Current landlord/tenant relationships would not be affected. Nothing would change, even if existing contracts were renewed or extended. It's only with a new tenant that the utility account with the City would be established with the property owner.

23) Has the City considered other solutions, such as contracting with a proven professional organization with expertise in water and sewer administration? If so, what did the City conclude about this?

No.

24) Best practices in all modern organizations call for beta testing on a small scale before rolling out any proposed initiative. Has the City beta tested on any level the idea of transferring collection to taxpayers?

A revision of the City Code is needed before any beta testing could be done. The City Council may yet require some testing. Staff believes the policy is not something new and many surrounding communities have successful adopted it without significant impact. Here is a listing of local communities and larger cities in Idaho and their status regarding the issue:

Larger Cities	Property Owner	Tenant
Meridian	X	
Caldwell	X	
Coeur d'Alene	X	
Post Falls	X	

Lewiston	X	
Boise		X
Nampa		X
Idaho Falls		X
Pocatello		X
Local Cities/Towns	**Property Owner**	**Tenant**
Kimberly	X	
Filer	X	
Jerome	X	
Hansen	X	
Wendell	X	
Hagerman	X	
Gooding	X	
Shoshone	X	
Bellevue	X	
Hailey	X	
Ketchum	X	
Sun Valley	X	
Burley		X
Heyburn		X
Rupert		X
Paul		X

25) What potential negative impacts did staff discover by interviewing taxpayers who would shoulder collection duty under proposal before staff's initial briefing of the City Council on the idea?

Staff did not reach out before securing Council's permission to do so. Comments are being solicited now.

FACEBOOK

"Suggest City take care of their own delinquent bills"

"Most place hold the landlords accountable. Nothing new. Strange they didn't do this sooner."

"O boy, that's going to make the landlords happy. So, they can raise rent even higher. Not a good idea."

"Oh wow. People think deposits are high now, just wait."

"Put a LEIN on the delinquent utility users"

"So, the town's landlords and slumlords are upset over something that's already done everywhere else. Hold yourselves accountable for your businesses. Surprised the town didn't do this sooner."

"The property owners can pay their utility bill with all the money from collecting application fees."

“They should notify the property owner and the law should permit eviction if a utility bill is 90 days past due.”

“How about the city pay me the rent I loose when renters leave owing rent?”

“Government chasing it’s tail. Utility companies used to chare a deposit, how about they reinstitute that for renters and pull a credit report instead of making landlords their collection agency.”

“Bad Choice”

“I find it hard to understand why the property owner would be any way shape or form be responsible for someone else’s debt. My hopes are you would too.”

ORDINANCE NO. 2022-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING TITLE 7, CHAPTERS 3 AND 8 OF TWIN FALLS CITY CODE, PROVIDING THAT OWNERS OF RESIDENTIAL REAL PROPERTY SHALL BE RESPONSIBLE FOR PAYMENT OF FEES RELATING TO PROVISION OF PUBLIC SERVICES, AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the City of Twin Falls has found it desirable that the owner(s) of residential real property within city limits should be responsible for the payment of fees derived from the provision of public water, sanitation, and sewer services, believing that such a modification will allow for the more efficient and reliable collection of fees relating to the provision of such services:

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

Section 1: That Twin Falls City Code 7-3-2 be modified as follows:

"**7-3-2: DEFINITIONS:**

. . .

USER: With respect to residential real property, the word "user" in this Chapter means the owner of such property. With respect to non-residential real property, the word "user" in this Chapter means the owner or occupant of the property."

Section 2: That Twin Falls City Code 7-3-12 be modified as follows:

"**7-3-12: SERVICE CHARGES:**

For the service of collecting and disposing of garbage and rubbish, the user ~~owner or occupant~~ of each premise from which garbage and rubbish is collected by the City shall be charged such rates as may be established from time to time by resolution of the City Council. Said charges shall be considered a debt owing to the City from the user ~~owner or occupant~~ of said premises, and other persons using the disposal area. Fees and rates paid to and collected by independent collectors shall be approved from time to time by resolution of the Council.

No user ~~owner or occupant~~ of a premise within the City shall be exempt from the collection and disposal service provided by the City or by individual collectors and licensees, except by special permission of the City Council. All users ~~owners or occupants~~ of premises within the City shall be subject to service charges prescribed by the Council, and an adjustment for such charges shall be made at the discretion of said Council.

Charges for sanitation service shall be billed as a separate item on the water service bill."

Section 3: That Twin Falls City Code 7-8-1 be modified as follows:

"**7-8-1: DEFINITIONS:**

. . .

USER: ~~A person using the water system. This shall be synonymous with "owner."~~ With respect to residential real property, "user" means the owner of the real property. With respect to non-residential property, "user" means the occupant or owner of the real property."

Section 4: EFFECTIVE DATE AND SUNSET DATE

This Ordinance shall take effect December 31, 2022.

PASSED BY THE CITY COUNCIL, ____________ ___, 2022.

SIGNED BY THE MAYOR, ____________ ___, 2022.

____
MAYOR

ATTEST:

____
DEPUTY CITY CLERK

Date: Monday, September 12, 2022

To: Honorable Mayor and City Council

From: Wendy Davis, Parks and Recreation Director, Parks and Recreation Director

ACTION ITEM

Request:

Request to reallocate $196,000 of Parks Capital Improvement Funds for alternative parks projects and equipment purchase to include Thomsen Park Trail rebuild, splashpad resurfacing, Riverbend Trail extension and a Chipper purchase.

Time Estimate:

Presentation of request will take approximately 10 minutes.

Background:

In fiscal year 2022, $300,000 was allocated for Facility Enhancement projects within Cascade Park, Frontier Park and Evel Knievel Park. Changes in the department leadership and a focus on getting complete project designs prior to construction, along with delays in the construction industry have made it difficult to spend the allocated dollars this fiscal year in the identified parks. Approximately $50,000 has been spent, leaving a balance of $250,000. Staff has identified four opportunities to utilize approximately $196,000 of the remaining funds as follows:

Rebuild Thomsen Park Trail for approximately $100,000

Replace the flexiground surface on the splash pad at First Federal Park for $26,000

Prepare the City owned property adjacent to the Riverbend trail project to assist MaVTEC in extending the trail for $20,000

Purchase a new chipper for $50,000

Facility enhancement projects are tied to park enhancement plans. These plans are intended to create a conceptual design of identified park enhancements, to include accessible routes, additional amenities, and other improvements to the park. Once the concepts are approved, a project design is created and used for bidding specific improvements in the parks. Cascade Park improvements have been completed. The project designs for Frontier Park and Evel Knievel jumpsite are still in the planning phase, making it difficult to spend enhancement dollars responsibly.

Thomsen Park trail rebuild has been listed as a separate project for a couple of years in long term planning. It has been given lower priority previously, however the partnership with the Library story trail project and the need to rebuild the trail prior to installing the panels elevates the project to a higher priority. Staff believes that reallocating budgeted park enhancement funds for this project is timely and a good fit.

First Federal has been an excellent partner with the Parks Department in the development of First Federal Park, located at Sunway Soccer Complex. Their effort to add power for a community holiday light display in the park has stretched the funds they have allocated for the maintenance of the park amenities. Staff would like to contribute to First Federal's efforts by reallocating facility enhancement dollars to fund the planned resurfacing of the splashpad in support of the partnership.

MaVTEC, though dissolved, allocated their remaining funds to the construction of a new section of canyon rim trail at the Riverbend subdivision. The bids came in low enough that the remaining funds could be used to extend the trail to the east across the City-owned canyon rim property. In order to extend the trail, a culvert needs to be installed for a ditch crossing, a small section of fence will need to be added, and some concrete debris needs to be removed for the trail to be installed. MaVTEC is requesting the City allocate $20,000 to complete the necessary prep work for the trail extension. Staff believes this is an appropriate use of current capital improvement dollars.

The chipper currently used by the Parks department has had unexpected and repeated failures requiring multiple repairs all season. The Parks Superintendent would like to allocate $50,000 to purchase a new chipper.

Council approval is requested in order to shift the use of budgeted funds for other projects.

Approval Process:

A simple majority will approve this request.

Budget Impact:

$300,000 is currently budgeted for Parks Facility Enhancement projects. $50,000 is committed, leaving $250,000 uncommitted. The proposed projects and equipment purchase totaling $196,000 are within the remaining budget amount.

Regulatory Impact:

Council approval will reallocate $196,000 of parks facility enhancement capital improvement funds for the identified projects.

History:

N/A

Analysis:

N/A

Conclusion:

Staff believes that the identified projects and purchase represent appropriate and timely use of unused budgeted capital improvement dollars.

Attachments:

None