



Twin Falls City Council Agenda

Tuesday, February 19, 2019, 5:00 PM

City Council Chambers
203 Main Avenue East- Twin Falls, Idaho

Members: Shawn Barigar, Suzanne Hawkins, Nikki Boyd, Chris Talkington, Gregory Lanting, Christopher Reid, Ruth Pierce

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) PROCLAMATIONS: None
- 4) GENERAL PUBLIC INPUT
- 5) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve the Accounts Payable for February 7 thru 13, 2019.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve the February 4, 2019 City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to approve the February 11, 2019, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - d) **ACTION ITEM:** Request to approve a Trust Agreement for Rio Vista Subdivision, a ZDA, placing Lots 1 through 20, Block 1; Lots 1 through 5, Block 2; and Lots 1 through 13, Block 3 in trust..
By: Troy Vitek, Assistant City Engineer
- 6) ITEMS OF CONSIDERATION
 - a) **PRESENTATION:** Update on Southern Idaho Economic Development.
By: Connie Stopher, Southern Idaho Economic Development
 - b) **ACTION ITEM:** Request to approve the Concession Agreement with Steva LLC to operate and manage Twin Falls Golf Club
By: Wendy Davis, Parks and Recreation Director
 - c) **ACTION ITEM:** Request to award a contract to Insituform Technologies, LLC for cured in place pipe sewer project in the Downtown alleyways.
By: Jesse Schuerman, Staff Engineer

- d) **ACTION ITEM:** Update and possible action on the current state of the recycling program and market, and costs for current City recyclable material processing.

By: Bill Baxter, Utility Services

- e) **ACTION ITEM:** Request to schedule a public hearing to discuss an increase of greater than 5% to the vehicle fee at Shoshone Falls/Dierkes Lake Park.

By: Wendy Davis, Parks & Recreation Director

7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

8) PUBLIC HEARINGS: None

9) ADJOURNMENT

- a) § 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

Any person(s) needing special accommodations to participate in the above-noticed meeting could contact Leila Sanchez (208) 735-7287 at least two working days before the meeting. Si desea esta información en español, llame Leila Sanchez (208) 735-7287.

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.



Twin Falls City Council Minutes

Monday, February 4, 2019, 5:00 PM

City Council Chambers
203 Main Avenue East- Twin Falls, Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Vice Mayor Nikki Boyd, Council Members Chris Talkington, Greg Lanting, Christopher Reid & Ruth Pierce

Absent: Mayor Shawn Barigar & Council Member Suzanne Hawkins

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Brian Pike, City Attorney Shayne Nope, Officer Kayla Schafer, URA Engineer Jesse Schuerman, Staff Engineer Josh Baird, Assistant City Engineer Troy Vitek, P&Z Director Jonathan Spendlove, Environmental Engineer Jason Brown, URA Director Nathan Murray, Fire Chief Les Kenworthy, Public Information Officer Josh Palmer, P&Z Administrative Assistant Kelli Ebersole, Finance Administrative Assistant Amy Luna

Vice Mayor Boyd called the meeting to order at 05:00 PM. A quorum was present.

2) PLEDGE OF ALLEGIANCE

Vice Mayor Boyd invited all present, who wished, to recite the Pledge of Allegiance to the Flag.

3) PROCLAMATIONS: None

4) GENERAL PUBLIC INPUT: None

5) CONSENT CALENDAR

Council Member Pierce made a request to make a small correction to the minutes from the January 28, 2019 Council Meeting.

MOTION: **Council Member Pierce** moved to approve the Consent Calendar with the correction requested.

Council Member Reid seconded the motion. Roll call vote showed all members present voted in favor of the motion. 5 to 0.

- a) **ACTION ITEM:** Request to approve the January 28, 2019, City Council Minutes.
- b) **ACTION ITEM:** Request to approve the Accounts Payable for January 24 thru January 30, 2019.
- c) **ACTION ITEM:** Request to approve the Findings of Fact and Conclusions of Law for the following:
Kaitlyn Court, LLC (PZ19-0004)

6) ITEMS OF CONSIDERATION

- a) **Presentation** of the Road to the 2020 Consensus.

Jayne Black made a presentation of the Road to the 2020 Consensus.

Discussion ensued on the following:

Council Member Lanting: Thanked Ms. Black for her presentation.

Council Member Talkington: Talked in favor of the Census. Can you give a guarantee that the information that is collected is not sold or misused? What can the Council do to help with this census?

Vice Mayor Boyd thanked Ms. Black for her presentation.

- b) **ACTION ITEM:** Request to adopt the 2017 Idaho Standards for Public Works Construction Specifications and Standard Drawings (ISPWC) and the 2017 City of Twin Falls Revisions to the ISPWC.

Staff Engineer Josh Baird made a request to adopt the 2017 Idaho Standards for Public Works Construction Specifications and Standard Drawings (ISPWC) and the 2017 City of Twin Falls Revisions to the ISPWC.

Discussion ensued on the following: None

MOTION: **Council Member Lanting** moved to approve the request to adopt the 2017 Idaho Standards for Public Works Construction Specifications and Standard Drawings (ISPWC) and the 2017 City of Twin Falls Revisions to the ISPWC. **Council Member Reid** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 5 to 0.

- c) **ACTION:** Request to adopt the latest version of the Twin Falls Improvement Agreement for Developments.

Assistant City Engineer Troy Vitek made a request to adopt the latest version of the Twin Falls Improvement Agreement for Developments.

Discussion ensued on the following: None

MOTION: **Council Member Talkington** moved to approve the request to adopt the latest version of the Twin Falls Improvement Agreement for Developments. **Council Member Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 5 to 0.

7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

Council Member Talkington thanked Fire Chief Kenworthy for speaking before the Kawana's regarding the Fire Bond coming up.

American Legion will be celebrating its 100th Anniversary at the City Park on May 25, 2019.

City Manager Rothweiler reminded all about the Smoke Free Idaho Public Input Session that will be held on February 7, 2019 from 4 pm to 7 pm at the Library.

Council Member Lanting spoke about the AIC bills that may be coming up in the Legislature. Census expectations for the Boise Area.

Recess from 5:45 until 6:00 pm.

8) PUBLIC HEARINGS

- a) **ACTION ITEM:** Request to vacate an undeveloped portion of Washington Street South right-of-way located at the Southwest corner of Washington Street South and South Park Avenue West c/o the Engineering Department on behalf of the City of Twin Falls. (PZ18-0093)

P&Z Director Jonathan Spendlove made a request to vacate an undeveloped portion of Washington Street South right-of-way located at the Southwest corner of Washington Street South and South Park Avenue West, c/o the Engineering Department on behalf of the City of Twin Falls. (PZ18-0093)

Discussion ensued on the following: None

Public discussion ensued on the following: None

MOTION: Council Member Talkington moved to approve the request to vacate an undeveloped portion of Washington Street South right-of-way located at the Southwest corner of Washington Street South and South Park Avenue West, c/o the Engineering Department on behalf of the City of Twin Falls. (PZ18-0093) **Council Member Lanting** seconded the motion. Roll call vote showed all members present voted in favor of the m. 5 to 0.

- b) **ACTION ITEM:** Requests a Zoning District Change and Zoning Map Amendment from R-4 and M-1 to M-2 for property located at 304, 312, 404 Washington Street South c/o Tom Mikesell on behalf of Gem State Dairy Product, LLC. (PZ18-0095)

P&Z Director Jonathan Spendlove requested a Zoning District Change and Zoning Map Amendment from R-4 and M-1 to M-2 for property located at 304, 312, 404 Washington Street South c/o Tom Mikesell on behalf of Gem State Dairy Product, LLC. (PZ18-0095).

Discussion ensued on the following:

Council Member Lanting: Asked what the use of the back land will be.

Public discussion ensued on the following:

Pete Johnston Citizen of Twin Falls: Spoke in favor of this motion.

MOTION: Council Member Talkington moved to approve the request for a Zoning District Change and Zoning Map Amendment from R-4 and M-1 to M-2 for property located at 304, 312, 404 Washington Street South c/o Tom Mikesell on behalf of Gem State Dairy Product, LLC. (PZ18-0095). **Council Member Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 5 to 0.

9) **ADJOURNMENT**

The meeting adjourned at 06:17 PM



**Twin Falls City Council
Minutes**

Monday, February 11, 2019, 5:00 PM

City Council Chambers
203 Main Avenue East- Twin Falls, Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Shawn Barigar, Vice Mayor Nikki Boyd, Council Members Suzanne Hawkins, Chris Talkington, Greg Lanting, Christopher Reid, & Ruth Pierce.

Absent: None

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Brian Pike, Fire Chief Les Kenworthy, Assistant City Engineer Troy Vitek, City Attorney Shayne Nope, Public Information Officer Josh Palmer, Engineer Jason Brown, Police Captain Matt Hicks, Human Resource Director Gretchen Scott, Parks and Recreation Director Wendy Davis, Help Desk Technician Kim Hafer, Planning and Zoning Administrative Assistant Kelli Ebersole.

Mayor Barigar called the meeting to order at 5:01 pm. A quorum was present.

2) PLEDGE OF ALLEGIANCE

Mayor Barigar invited all present, who wished, to recite the Pledge of Allegiance to the Flag.

3) PROCLAMATIONS: None

4) GENERAL PUBLIC INPUT

Citizen Robert Showalter, Twin Falls, expressed a concern over the water company charging him an \$85 deposit to connect utilities, and inquired who gets the interest off the deposit.

Mayor Barigar deferred to City Manager Rothweiler.

City Manager Rothweiler explained the deposit policy for renters in Twin Falls. The fee has never been challenged to his knowledge. \$75 of deposit is to be reimbursed after first year. The interest off of any deposit is put into the water fund. State code dictates how the city can use that money. City Manager Rothweiler took citizens information and will get him further information.

5) CONSENT CALENDAR

MOTION: Council member Reid moved to approve the Consent Calendar, as presented. **Vice Mayor Nikki Boyd** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- a) **ACTION ITEM:** Request to approve the Accounts Payable for January 31 thru February 6, 2019.
- b) **ACTION ITEM:** Request to approve Alcohol License for Emma's Cafe LLC located at 669 Blue Lakes Blvd, Twin Falls, ID 83301.
- c) **ACTION ITEM:** Approval of Findings of Fact and Conclusions of Law for: Gem State Dairy Products
City of Twin Falls, Public Works Department

6) ITEMS OF CONSIDERATION

- a) **PRESENTATION:** The Twin Falls School District is pursuing a renewal and slight increase of the Supplemental Levy, and it will discuss how the district came to the decision and its impact on students, staff, and taxpayers if the levy is approved.

Dr. Brady Dickinson made a presentation for The Twin Falls School District who is pursuing a renewal and slight increase of the Supplemental Levy, and will discuss how the district came to the decision and its impact on students, staff, and taxpayers if the levy is approved.

Dr. Dickinson encouraged people get out to vote on March 12 as the average voter percentage on school bills is only 8% of the voting population.

Twin Falls School District did not have a supplemental levy until 2012. Idaho is one of the lowest funded states in nation, with Twin Falls School District being one of the lowest funded districts in state.

He reviewed the benefits of the levy and the programs the levy would fund. The proposed levy is \$10,000,000 over two years (\$5,000,000 each year)

He reviewed how the levy would affect taxpayers through property tax.

Discussion ensued on the following:

Council Member Talkington: Stated the school district is doing an exceptional job.

Council Member Hawkins: Thanked Dr. Dickinson for his presentation. She asked about the talks in Boise for funding of the schools.

Dr. Dickinson: Stated the conversation is fluid.

Council Member Lanting: Asked how many days could the district fund if there was no state assistance.

Dr. Dickinson: Stated the district would be able to maintain for one week.

Mayor Barigar thanked Dr. Dickinson for his presentation.

- b) **ACTION ITEM:** Request to Appeal Improvement Reimbursement Commissions approval of Broadmoor application.

The Improvement Reimbursement Commission approved the pressurized irrigation amount of \$35,764.31. The findings are being appealed to the City Council per the resolution.

The Improvement Reimbursement Committee's decision was based on City Resolution 2017-13 (resolution).

Mayor Barigar stated in an effort to help the meeting run more smoothly encouraged both parties to limit their arguments to the issues presented. City staff will first introduce the issue. The Appellant will then have 15 minutes to present their case. Next, the Respondent will have 15 minutes to respond. Then, the Appellant will have 5 minutes for rebuttal. Finally, the City Council will ask questions of either party.

Vice Mayor Boyd recused herself from this item.

City Engineer Vitek presented the Broadmoor Subdivision received its preliminary plat approval on July 10, 2007, as a whole subdivision. On October 27, 2015, the final plat was recorded which included both north and south portions as shown on the attached final plat document. Part of the requirement to receive approval to record the final plat is to demonstrate that the subdivision can receive water, sewer, PI, storm drainage, parks requirement, and roadway development to support subdividing. The original developer submitted a full set of construction plans that met the requirements. At the time of construction the Perrine Point pressure irrigation station was not developed as originally proposed and a new location was proposed to hook into an existing station known as the Riverhawk PI station. This change was required by the City to meet City Code section 7-8-4

(E) that reads " (E) Notwithstanding the foregoing, the use of the city's potable water supply as the primary

source of irrigation water in all new developments shall be prohibited. For purposes of this subsection, the term "new development" means any new subdivision or ZDA, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or ZDA. (Ord. 3082, 12-8-2014)". On February 1, 2016 a proposed plan of the offsite PI extension was delivered to the City and eventually approved. On March 4, 2016 the construction plans were approved for the entire Subdivision and later on June 22, 2016 a revised phasing construction plan was approved for everything south of Ridgeway Drive (Jade Portion). Subsequent to the approval of the Final Plat of the Broadmoor Subdivision, the original developer (Rusmor) sold to Gerald Martens the northerly portion of the Broadmoor Subdivision, and later sold the remaining southerly portion of the Broadmoor Subdivision to Jade Development. Gerald Martens began development of the northerly portion of the Broadmoor Subdivision and extended the pressure irrigation distribution south to the southerly portion of Broadmoor Subdivision. Gerald Martens is the "initial developer" as defined in the Improvement Reimbursement Resolution. See page 2 of the Resolution, attached.

The Improvement Reimbursement Resolution was passed to allow compensation for water distribution system, waste water collection system, transportation system, pressure irrigation pump stations, PI distribution systems, and Twin Falls Canal Company water delivery system, made by an initial developer to be compensated by a subsequent developer who benefits from the improvement. The resolution details how those reimbursements are to be made and responsibilities. No provisions are included in this resolution with regards to parks or storm water since the design of those improvements are meant to be only for the subdivision and not benefiting adjacent properties.

Broadmoor Subdivision has constructed an offsite Pressure irrigation distribution system that serves both the north and south developments. This meets the requirements of the reimbursement resolution PI section. See pages 17-21 of the Resolution. It is the duty of the Improvement Reimbursement Commission to determine proper compensation, in a manner described in the Resolution.

City staff recommended to the Reimbursement Commission approval of the application for reimbursement for the offsite pressurized irrigation improvements totaling \$35,764.31 to Jade development. The storm water retention improvements and park area are not in meeting with the Resolution and was recommended NOT to be included with the reimbursement request. A third party reviewer, hired by the applicant, reviewed the application stating in their opinion the application met the intent of the resolution.

The reimbursement commission heard the application on November 29, 2018 and voted in favor of reimbursement for the offsite pressurized irrigation system for \$35,764.31 per staff recommendation. Jade Development has provided a bond per the resolution, currently being held by a Title Company, so that they may continue receiving certificates of occupancy for projects already under construction while this issue is being resolved. An appeal has been delivered to the City by Hawley Troxell (attorney's for Jade Development) and Spink Butler, LLP (attorney for Gerald Martens) both are attached.

The City of Twin Falls is a facilitator of the process of reimbursements. The City's responsibility is to determine the area of benefit, place the approved information into a GIS system, and not issue permits until the financial obligations are satisfied. Staff recommended to the Improvement Reimbursement Commission to approve the pressurized irrigation portion of the reimbursement request due to both parties utilizing the utility and it meeting with the Pressurized Irrigation requirements of the resolution.

The City recognizes there is a Purchase and Sale agreement on the property however the commissions' role is not to review private agreements but uphold the resolution as it reads.

There are two issues on appeal:

- 1) Is Gerald Martens eligible for reimbursement based on the language of the resolution and if so,
- 2) Was the amount calculated for reimbursement in accordance with the Resolution?

Questions from Council:

Council Member Talkington: asked City Attorney Nope why this isn't being decided in court between the parties.

City Attorney Nope: stated the IRC was given authority to decide whether Gerald Martens was entitled to the reimbursement and the amount to be reimbursed. City Council's responsibility is to decide whether the IRC followed proper procedure to have the escrow account released, the escrow company need a written

decision by Council and a court decision needs to be made.

Council Member Hawkins: asked when this is over, should the resolution be reviewed.

City Attorney Nope: stated that can be done, but should not come into this decision.

Applicant Presentation:

Attorney Lynette Davis, for Jade Development, developing southern portion of Broadmoor Subdivision. She presented Jade Development's appeal.

Jade Development does not believe reimbursement is owed to Gerald Martens due to the sales agreement between Jade Development and Rusmoor.

Jade Development is asking for IRC decision to be reversed or vacated.

Respondent Dave Thibault, EHM Engineers, presented EHM's reimbursement application process. Mr. Thibault believes the IRC made a fair and correct decision regarding the reimbursement.

Attorney Tara Martens for Gerald Martens presented the response to Jade Development's appeal. No evidence of premium paid by Jade Development or discount paid by Mr. Martens at time of land purchase. She believes this is a precise reimbursement for the pressurized irrigation system. No evidence that Mr. Martens waived his rights as "initial developer".

CC & R's addresses reimbursement.

Attorney Davis responded to respondent's presentation. No invoices or testing results in Public Records Request and is not in city's possession. She does not believe there was a thorough review done by third party.

She addressed alternative reimbursement with letter from Joe Russell. Addressed commissions understanding and what they voted on (fair and equitable). Is there a conflict of interest (Mr. Wills and Mr. Martens)

Discussion ensued on the following:

Mayor Barigar: asked City Engineer Vitek to clarify process. When did city send letter of acceptance of pressurized irrigation system?

Assistant City Engineer Vitek: stated day before IRC hearing, November 28. He explained the city's building permit process.

Council member Hawkins: asked how acceptance ties into 90 day window to apply for reimbursement and what it means.

Assistant City Engineer Vitek: stated 90 days from formal acceptance and Mr. Martens applied for reimbursement before the formal acceptance.

Mayor Barigar: asked for more clarification on the 90 day window.

Assistant City Engineer Vitek: stated application was received by the Engineering office on September 28.

Mayor Barigar: asked if city received all of the information required. Are receipts part of application process?

Assistant City Engineer Vitek: stated the city did not receive receipts, but they were reviewed by 3rd party reviewer.

Council Member Talkington: asked if city is complicit in this issue and their follow through?

City Attorney Nope: stated he advised to stick to the facts of what happened in the process. City is not party to either side.

Council Member Hawkins: asked to clarify "definitions" of developers.

Assistant City Engineer Vitek: stated that there is no definition in the resolution, but the initial developer is the first developer in the development.

Council Member Hawkins: asked about the requirements of the resolution and the original application form not being an official city form. All pieces were submitted as required?

Assistant City Engineer Vitek stated it was an official form.

Council Member Lanting asked both attorneys if the agreement included the pressurized irrigation system

plus the park and storm water.

Attorney Davis: stated she believes the agreement included all infrastructure be provided by Mr. Martens.

Attorney Martens: stated the CC&R's were provided to Council and it clearly states that Jade development is responsible for their portions of the infrastructure.

Council Member Talkington: asked for clarification of the verbiage of the motion to approve.

City Attorney Nope: clarified.

Council Member Reid: asked for clarification of dates for the 90 day window.

Assistant City Engineer Vitek: stated the 90 day window is from the date of acceptance letter, November 28.

Mayor Barigar: asked if pressurized irrigation system is functional.

Council Member Hawkins: asked about the dollar amounts and how they are to base decision.

Assistant City Engineer Vitek: stated the amount is the amount decided by IRC.

Assistant City Manager Humble: stated the 3rd party reviewer also reviewed amounts and deemed them appropriate.

Council Member Pierce: asked about amounts.

MOTION: **Council Member Lanting** moved to approve the appeal of Improvement Reimbursement Commissions approval of Broadmoor application. Council Member Reid seconded the motion. The motion passed with a vote of 6-0-1.

After vote, **City Attorney Nope** stated there needs to be an official document stating decision for Escrow Company to release funds. He stated 48 hours would be sufficient to draft document.

7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

Council Member Talkington read final report on Airport.

Council Member Talkington stated his wish for downtown needing recycling cans in the 5 blocks of downtown.

City Manager Rothweiler stated the city office intends to have discussion on recycling and their costs at next Council meeting.

Mayor Barigar stated in future meetings revisit small scale city recycling program.

8) PUBLIC HEARINGS: None

9) ADJOURNMENT

The meeting adjourned at 6:45 pm



Date: Tuesday, February 19, 2019
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to approve a Trust Agreement for Rio Vista Subdivision, a ZDA, placing Lots 1 through 20, Block 1; Lots 1 through 5, Block 2; and Lots 1 through 13, Block 3 in trust..

Time Estimate:

N/A

Background:

The Rio Vista Subdivision, a ZDA is located on the north side of Pole Line Road East, just east of Bridgeview Blvd. The developer is requesting to place the aforementioned lots in trust in lieu of constructing the improvements or providing a financial guarantee.

Approval Process:

N/A

Budget Impact:

None

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council accept the agreement and authorize the Mayor to sign.

Attachments:

1. Warranty Deed
2. Trust Agreement
3. Aerial View - Rio Vista

TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

**** SPACE ABOVE FOR RECORDER ****

WARRANTY DEED

FOR VALUE RECEIVED NOTCH BUTTE FARMS, LLC, an Idaho Limited Liability Company; And JOHN LEZAMIZ PROPERTIES LP., Limited Partnership; And POLE LINE INVESTORS, L.L.C, an Idaho Limited Liability Company hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto TITLEFACT, INC., An Idaho Corporation, as Trustee for the benefit of Notch Butte Farms, LLC, an Idaho Limited Liability Company; And John Lezamiz Properties LP., Limited Partnership; And Pole Line Investors, L.L.C, an Idaho Limited Liability Company, hereinafter called Grantee, whose address is: %John Lezamiz 847 Canyon Springs Rd., Twin Falls, Idaho 83301 the following described premises in Twin Falls County, Idaho; to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block 1; And
Lots 1, 2, 3, 4 and 5, Block 2; And
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Block 3, **RIO VISTA SUBDIVISION, a ZDA**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and the Grantee’s heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above; and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: July 26, 2018

NOTCH BUTTE FARMS, LLC

BY: _____
John Lezamiz, Member

BY: _____
Robert Shillington, Member

JOHN LEZAMIZ PROPERTIES LP
By: John Lezamiz Investments LLC, General Partner

BY: _____
John T. Lezamiz, Member

POLE LINE INVESTORS, L.L.C

BY: _____
John Lezamiz, Member

BY: _____
Robert S. Shillington, Member

STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, personally appeared **John Lezamiz**, known or identified to me to be members of the limited liability company of **NOTCH BUTTE FARMS, LLC** and the member who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same in said limited liability company name.

IN WITNESS HEREOF I have hereunto set my hand and official seal the day and year first above written.

Notary Public for Idaho
Residing in
Commission expires

* * * *

STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2018, before me, a Notary Public, personally appeared **John T. Lezamiz**, known or identified to me to be a member of John Lezamiz Investments LLC, and General Partner in **JOHN LEZAMIZ PROPERTIES LP**, a limited partnership, and the partner who subscribed said limited partnership name to the foregoing instrument and acknowledged to me that he executed the same in said limited partnership name.

Notary Public for Idaho
Residing in
Commission Expires

* * * *

STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, personally appeared **John Lezamiz**, known or identified to me to be members of the limited liability company of **POLE LINE INVESTORS, L.L.C.**, and the member who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same in said limited liability company name.

IN WITNESS HEREOF I have hereunto set my hand and official seal the day and year first above written.

Notary Public for Idaho
Residing in
Commission expires

* * * *

STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, personally appeared **Robert S. Shillington**, known or identified to me to be members of the limited liability company of **NOTCH BUTTE FARMS, LLC** and the member who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same in said limited liability company name.

IN WITNESS HEREOF I have hereunto set my hand and official seal the day and year first above written.

Notary Public for Idaho
Residing in _____
Commission expires _____

* * * *

STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, personally appeared **Robert S. Shillington**, known or identified to me to be members of the limited liability company of **POLE LINE INVESTORS, L.L.C.**, and the member who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same in said limited liability company name.

IN WITNESS HEREOF I have hereunto set my hand and official seal the day and year first above written.

Notary Public for Idaho
Residing in _____
Commission expires _____

TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this _____ day of _____, 2018, by and between **NOTCH BUTTE FARMS, LLC, an Idaho Limited Liability Company; AND JOHN LEZAMIZ PROPERTIES LP, an Idaho Limited Partnership; AND POLE LINE INVESTORS, L.L.C., an Idaho Limited Liability Company**, (hereinafter "Trustor"); **TITLEFACT, INC.**, (hereinafter "Trustee"); and the **CITY OF TWIN FALLS, IDAHO** (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

WITNESSETH:

WHEREAS, Trustor is the owner of the real property described below (the "Property"); and

WHEREAS, it is the desire and intent of Trustor to arrange, by and through this Agreement, for the orderly development and sale of the Property, in a manner that is conducive to achieving full compliance with applicable rules and regulations of Twin Falls County, Idaho, and the City of Twin Falls, Idaho, in effect on the date of approval of the subdivision of the property.

NOW THEREFORE, it is agreed between the parties hereto as follows:

1. That upon the execution of this Agreement by both parties, the Trustor agrees to execute and deliver to the Trustee a Warranty Deed, conveying to the Trustee, in Trust, to be held solely for the benefit of the Beneficiary, the Property, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block 1; And
Lots 1, 2, 3, 4 and 5, Block 2; And
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Block 3, **RIO VISTA SUBDIVISION, a ZDA**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.
2. The Trustor and the Trustee agree that the Trustee shall hold said title to the Property in trust, solely for the benefit of the Beneficiary under the terms hereof, and that title to the Property shall be and remain good and marketable and free from any defects, liens, conditions or encumbrances of any kind or nature, other than those appearing of record in the office of the Twin Falls County Recorder, and conditions of the Phase Control Development Notice for lots in **RIO VISTA SUBDIVISION, a ZDA** Subdivision, a copy of which is attached hereto as Exhibit "A," or those which are placed on the Property with the prior written consent of the Trustee. The Trustee shall not convey, transfer or encumber all or any interest in the Property, save and except to the extent as directed by the Trustor by written instrument delivered to the Trustee.
3. It is understood and agreed that the purpose of this Agreement is to provide Trustor with a convenient means of, subdividing, developing and selling the Property. It shall be the entire responsibility of the Trustor to effect such developing, subdividing and selling of the Property and to provide whatever subdivision plat it may desire and to pay all costs and expenses of said developing, subdividing and selling, and Trustee shall have no liability for any costs or expenses therefor or for any claim, damage, loss or liability sustained to the Property or Trustor or to any other person or persons in connection with said matter, save and except to the extent caused by Trustee's failure or refusal to comply with the terms and conditions of this Agreement.
4. The Trustor may, as it desires from time to time, sell all or any portion of the Property in its sole and complete discretion subject to the restrictions of the Phase Control Development Notice for lots in said subdivision. The Trustee agrees that, when it is so instructed in writing by Trustor, Trustee shall execute and deliver to the person or persons designated by Trustor, a fiduciary deed conveying good and marketable title to the Property or any part thereof as designated, and at said time the Trustor agrees to pay to Trustee any reasonable costs and expenses incurred by the Trustee hereunder and to pay the normal and customary fee for the cost of an owner's title insurance policy to be issued by **TITLEFACT, INC.**
5. It is agreed that Trustee shall not be liable or responsible for the condition of title to the Property, except as may be provided in any title insurance policy issued by the Trustee, and Trustee shall have no liability concerning possession or survey or any taxes, costs or expenses in connection with the Property, other than as herein provided.
6. It is agreed that the term of this Agreement shall expire when all of the above described Lots have been conveyed by the Trustee pursuant to Trustor's written instructions.

7. It is agreed that this Trust Agreement may not be revoked or amended without the prior written approval of the Beneficiary. If Trustee is presented with written notice of Termination by both Trustor and Beneficiary, and Trustee receives Trustor's payment of all reasonable out-of-pocket costs and expenses incurred by Trustee in connection with this Agreement, if any, the Trustee shall immediately reconvey to Trustor the remaining part of the Property; and thereafter no party hereto shall have any further liability to the others in connection with the Property or under the terms of this Agreement.
8. Trustor agrees to indemnify and save harmless Trustee from any claims, demands, judgments, costs and expenses including reasonable attorney's fees and any other obligation or liability of any kind or nature that the Trustee may for any reason suffer, incur or expend by reason of this Trust Agreement or in the administration thereof, other than for or as a result of Trustee's misconduct, breach of this Agreement, or willful neglect.
9. This Agreement shall bind the parties hereto, their heirs, representatives, successors and assigns.

Date: 8/6/2018

TRUSTOR:
NOTCH BUTTE FARMS, LLC

BY: [Signature]
John Lezamiz, Member

BY: [Signature]
Robert Shillington, Member

Date: 8/6/2018

TRUSTOR:
JOHN LEZAMIZ PROPERTIES LP
By: **John Lezamiz Investments LLC, General Partner**

BY: [Signature]
John T. Lezamiz, Member

Date: 8/6/2018

TRUSTOR:
POLE LINE INVESTORS, L.L.C

BY: [Signature]
John Lezamiz, Member

BY: [Signature]
Robert S. Shillington, Member

Date: _____

TRUSTEE:
TITLEFACT, INC.

BY: [Signature]
Richard B. Stivers, Chairman of the Board

Date: _____

BENEFICIARY:
CITY OF TWIN FALLS, IDAHO

BY: _____

STATE OF IDAHO
County of Twin Falls

On this 6th day of August, 2018, before me, a Notary Public in and for said State, personally appeared **John Lezamiz**, known or identified to me to be members of the limited liability company of **NOTCH BUTTE FARMS, LLC** and the member who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same in said limited liability company name.

IN WITNESS HEREOF I have hereunto set my hand and official seal the day and year first above written.

Martha Tolman
Notary Public for Idaho
Residing in Twin Falls
Commission expires 10/17/18

* * * *



STATE OF IDAHO
County of Twin Falls

On this 20th day of August, 2018, before me, a Notary Public, personally appeared **John T. Lezamiz**, known or identified to me to be a member of John Lezamiz Investments LLC, and General Partner in **JOHN LEZAMIZ PROPERTIES LP**, a limited partnership, and the partner who subscribed said limited partnership name to the foregoing instrument and acknowledged to me that he executed the same in said limited partnership name.

Martha Tolman
Notary Public for Idaho
Residing in Twin Falls
Commission Expires 10/17/18

* * * *



STATE OF IDAHO
County of Twin Falls

On this 6th day of August, 2018, before me, a Notary Public in and for said State, personally appeared **John Lezamiz**, known or identified to me to be members of the limited liability company of **POLE LINE INVESTORS, L.L.C.**, and the member who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same in said limited liability company name.

IN WITNESS HEREOF I have hereunto set my hand and official seal the day and year first above written.

Martha Tolman
Notary Public for Idaho
Residing in Twin Falls
Commission expires 10/17/18

* * * *

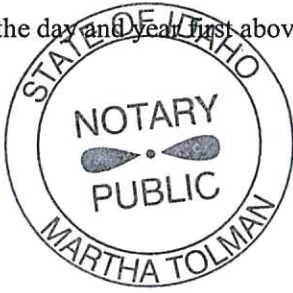


STATE OF IDAHO
County of Twin Falls

On this 6th day of August, 2018, before me, a Notary Public in and for said State, personally appeared **Robert S. Shillington**, known or identified to me to be members of the limited liability company of **NOTCH BUTTE FARMS, LLC** and the member who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same in said limited liability company name.

IN WITNESS HEREOF I have hereunto set my hand and official seal the day and year first above written.

Martha Tolman



Notary Public for Idaho
Residing in Twin Falls
Commission expires 10/17/18

* * * *

STATE OF IDAHO
County of Twin Falls

On this 6th day of August, 2018, before me, a Notary Public in and for said State, personally appeared **Robert S. Shillington**, known or identified to me to be members of the limited liability company of **POLE LINE INVESTORS, L.L.C.**, and the member who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same in said limited liability company name.

IN WITNESS HEREOF I have hereunto set my hand and official seal the day and year first above written.

Martha Tolman
Notary Public for Idaho
Residing in Twin Falls
Commission expires 10/17/18

* * * *



STATE OF IDAHO
County of Twin Falls

On this 6 day of August, 2018, before me, the undersigned, Notary Public in and for said State, personally appeared **RICHARD B. STIVERS**, known or identified to me to be the Chairman of the Board of the said corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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

Angelina Burk
Notary Public for Idaho
Residing at: Twin Falls
My Commission expires: 3/3/2023

* * * *



STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2018, before me, the undersigned, Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ for the City of Twin Falls, Idaho, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same on behalf of the City of Twin Falls, Idaho.

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

Notary Public for Idaho
Residing at:
My Commission expires:

"EXHIBIT A"

PHASE CONTROL DEVELOPMENT NOTICE

THIS NOTICE prohibits the conveyance of any undeveloped lot in RIO VISTA SUBDIVISION, a ZDA until such time as an Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

TITLEFACT, INC., will hold the deed to all undeveloped lots in Escrow with instructions to convey only those lots covered by the recorded Improvement Agreement for Developments.

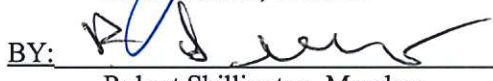
The real property subject to this notice is **RIO VISTA SUBDIVISION, a ZDA** as platted in the records of Twin Falls County, Idaho.

Dated this 6th day of August, 2018.

NOTCH BUTTE FARMS, LLC

BY: 

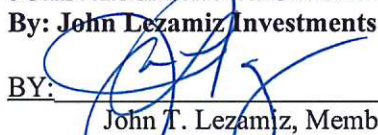
John Lezamiz, Member

BY: 

Robert Shillington, Member

JOHN LEZAMIZ PROPERTIES LP

By: John Lezamiz Investments LLC, General Partner

BY: 

John T. Lezamiz, Member

POLE LINE INVESTORS, L.L.C

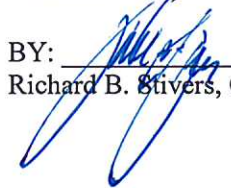
BY: 

John Lezamiz, Member

BY: 

Robert S. Shillington, Member

TITLEFACT, INC.

BY: 

Richard B. Stivers, Chairman of the Board





Date: Tuesday, February 19, 2019
To: Honorable Mayor and City Council
From: Wendy Davis

ACTION ITEM

Request:

ACTION ITEM: Request to approve the Concession Agreement with Steva LLC to operate and manage Twin Falls Golf Club

Time Estimate:

Presentation will take approximately 15 minutes, including time for questions and answers.

Background:

The City of Twin Falls currently has a Concession Agreement with Steva LLC to operate and manage Twin Falls Golf Club. The Agreement gives the Concessionaire the option to renew the Agreement for additional five year terms, upon terms mutually agreed to by the parties. It is the desire of the City and the Concessionaire to renew this Agreement.

Steva, LLC requested the following changes:

Raise the level above which the Concessionaire will pay the city 25% of any net profit from \$75,000 to \$90,000, and the level above which the concessionaire will pay 33% of any net profit from \$100,000 to \$120,000.

Remove the requirement for Concessionaire to retain the Head Greenskeeper as a City Employee.

Staff recommended the following changes:

Lower the level where the city will reimburse if net profit falls below from \$55,000 to \$50,000.

Update Exhibits to remove a copy of the 2008 contract

Update Exhibit A to include the current fixed assets as of January 2019

Approval Process:

A simple majority will approve this request.

Budget Impact:

The requested adjustments to the profit sharing may result in reduced profit sharing with the city.

Regulatory Impact:

Approval of this request will renew the Agreement with Steva, LLC for the operation and management of Twin Falls Golf Club through December of 2025.

History:

N/A

Analysis:

N/A

Conclusion:

City Attorney has reviewed the Agreement. Staff recommends council approve this agreement.

Attachments:

1. Twin Falls Golf Contract 2019 - Final

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT, made and executed this ___ day of February, 2019, by and between the City of Twin Falls, a municipal corporation of Idaho, hereinafter referred to as “City” and Steva, LLC., an Idaho limited liability company, hereinafter referred to as “Concessionaire”;

WITNESSETH:

WHEREAS, the City has heretofore granted a Concession Agreement in the Twin Falls Golf Club owned by the City and located within the corporate limits; and

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

WHEREAS, the Mayor and City Council have chosen to renew the Concession Agreement with Steva, LLC.

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

1. GRANT OF CONCESSION. The City hereby grants to Concessionaire the exclusive privilege or Concession of maintaining and operating the Twin Falls Golf Club owned by the City and located within the corporate limits. During the period commencing February 23, 2019, and ending December 31, 2025, the Concessionaire shall maintain and operate the Twin Falls Golf Club in accordance with and subject to the terms and conditions that follow herein. The Concessionaire shall have the option to renew this Agreement for additional five-year terms, upon terms mutually agreed to by the parties. The City and the Concessionaire agree to review the terms of this contract at any time during the term of this Agreement, at the request of either party.

2. USE FOR GOLF PROGRAM. The Concession premises and the facilities, fixtures, furnishings, and equipment located therein and thereon shall be used by Concessionaire to conduct a golf program for the citizens of Twin Falls and for other golf patrons. Concessionaire may occasionally use the facilities for other activities, including, banquets, weddings, etc.

3. PAYMENT TO THE CITY.

After all revenue and expenditures are finalized for the calendar year, if the net profit is less than \$50,000, City will reimburse Concessionaire the difference between the net profit/loss and \$50,000, with maximum reimbursement of \$75,000. In the event net losses exceed the maximum reimbursement due to conditions beyond the control of the Concessionaire, the parties may negotiate a reimbursement exceeding \$75,000. Concessionaire will pay the City 25% of any net profit above \$90,000 but below \$120,000. Concessionaire will pay the City 33% of any net profit above the \$120,000. For the purposes of this agreement, the Concessionaire's revenue from lessons and prize money in golf tournaments shall not be included in the golf course's revenue. For the purposes of this paragraph, the term expenditures shall not include any payments to members of the Concessionaire or persons related by blood or marriage.

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

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

A. CONCESSIONAIRE DUTIES:

- (1) Provide player development programs, including adult and junior instructional programs.
- (2) Provide group and individual lessons.
- (3) Provide pro shop operations, including the sale of golf merchandise, supplies and equipment.
- (4) Provide power carts for rental purposes and club repair services.
- (5) Solicit, facilitate, and provide tournament play, league play and other special golf events.
- (6) Provide support and assistance for organized men's and women's golf associations.
- (7) Coordinate with the local high schools for team practices, matches and tournaments.

- (8) Provide starter services, course marshalling, and tee time reservations.
- (9) Enforce PGA, IGA and local golf course rules.
- (10) Manage and oversee golf course security.
- (11) Provide a safe environment for the golfing public and employees.
- (12) Provide a quality food and drink concession operation, including beer, wine and liquor sales upon obtaining appropriate licenses from the State and local authorities.
- (13) Promote and market the golf facility.
- (14) Assist with planning and execution (if possible) with any capital improvements and renovation to the golf course and/or facilities.
- (15) Provide all necessary supplies, materials, equipment and appropriate staff necessary to manage, operate and maintain the golf course and facility.
- (16) Provide donated golf to the Twin Falls School District, City employees' discounts, and green fee waivers for four tournaments.
- (17) Concessionaire shall develop an operations budget.
- (18) Concessionaire shall provide golf carts that are clean, presentable and in good working condition. This may require the purchase of replacement carts.
- (19) Provide a beverage cart for major tournaments and special events and as needed on weekends during the summer months.
- (20) Marketing/Publicity: On or before the start of each succeeding golf season thereafter, Concessionaire shall, with approval of the Golf Advisory Commission, provide a strategic plan to: increase the number of rounds of play; improve the quality of tournament/league play; retain the amount of golfing customers; and promote the facilities to new golfing customers, etc.

B. MAINTENANCE AND COURSE STANDARDS

The Concessionaire will ensure the Twin Falls Golf Club is maintained in a manner outlined below.

- (1) Concessionaire agrees to maintain the buildings, grounds, and golf course as set forth herein, and to mutually agreed-upon standards to be determined by the parties. In order to

provide continuity in the excellent maintenance of the course preceding this Agreement, Concessionaire agrees to retain a Head Greenskeeper during the term of this agreement.

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

(3) From time to time and with the written consent of the City's Parks and Recreation Director, the Concessionaire may deviate from the maintenance standards.

The Concessionaire shall prepare and provide the Golf Advisory Commission with a monthly report following the commencement of the golf season, which Report shall identify any variances from the Schedule occurring during the preceding 30 days.

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

(5) Maintenance Standards.

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

(b) The Concessionaire shall be generally responsible for maintenance of structural and mechanical components and equipment permanently attached to the Concession premises, including roofs, walls, foundations, heating, ventilation,

cooling plant, plumbing and electrical systems, pumps and motors. The Concessionaire shall also be responsible for the repair and maintenance of roads, walks, and parking areas, fixtures and furnishings.

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

(d) Concessionaire shall be expected to provide an adequate staff to maintain the golf course and facility in excellent physical condition and appearance. Staff shall be trained to operate golf course vehicles and equipment in a safe manner.

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

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

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

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

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

(e) Treat greens with proper chemicals to control insects, disease, weeds and other pests. Apply fungicide as needed and/or other recommended measures to control snow mold and reduce winter desiccation based on a reasonable treatment program approved by the Parks and Recreation Director. Concessionaire will be

responsible to monitor greens for signs of snow mold and other problems. If problems or snow mold are identified, immediate corrective action shall be taken by the Concessionaire.

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

(g) A soil analysis of greens shall be conducted as needed and a fertilization program shall be adopted based on such soil analysis. Such soil analysis should be performed by a qualified vendor as approved by the Parks and Recreation Director.

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

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

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

(b) Tees will be mowed to ½ inch or less during the active growing season or a different length as may be agreed upon by the parties depending on the condition of the tees and the time of year. Tees will be mowed during the active growing season as needed so that the turf does not exceed the designated height.

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

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

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

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

- (a) Mow fairways to $\frac{1}{2}$ inch to $\frac{3}{4}$ inch during the active growing season or a different length as may be agreed upon by the parties depending on the turf condition and the time of year. Fairways will be mowed during the active growing season as needed so that the turf does not exceed the designated height.
- (b) Over-seed and top dress (or sod) worn or barren areas of the fairway as needed.
- (c) Treat turf with chemicals to control weeds, disease, insects and other pests as necessary to maintain healthy turf.
- (d) Apply fertilizer once per year or as needed to maintain healthy turf quality.
- (e) Aerate fairways as needed to ensure quality turf.

(9) Roughs:

- (a) Roughs will be mowed as needed to ensure that rough areas do not exceed two (2) inches. Due to limitations on manpower and equipment, roughs may be allowed to exceed this minimum by no more than one (1) inch and for no more than seven (7) days.
- (b) Roughs will be chemically treated to control weeds, diseases, insects and other pests.
- (c) Apply fertilizer as needed to maintain healthy turf quality.

(10) Natural Areas.

- (a) Natural areas will be maintained in a satisfactory manner. They will be chemically treated to control weeds, diseases, insects and other pests.
- (b) Irrigation of natural areas is limited to keeping the vegetation alive and healthy.

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

- (a) All signs;
- (b) Tee benches;

- (c) Tee markers;
- (d) Ball washers, including tee towels;
- (e) Out of bounds markers;
- (f) Greens flags, poles and cups;
- (g) Practice greens markers and cups;
- (h) Trash receptacles; and
- (i) Cleat brushes.
- (j) Conduct necessary maintenance on drinking fountains and the leader board signs to keep them in an acceptable, presentable condition. If necessary, replacement will be the responsibility of the City.
- (k) Proper course-identification signs shall be erected upon the Concession premises by the Concessionaire, and shall be maintained in good condition. Such signs shall be constructed and displayed in accordance with the Twin Falls Municipal Code.

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

- (a) Consideration must be given to soil texture, structure, water holding capacity, drainage, compaction, precipitation rate, runoff, infiltration rate, percolation rate, evapotranspiration, seasonal temperatures, prevailing wind conditions, time of day or night, and type of turf and root structure. Consideration of the above factors may require hand watering and manual watering in certain areas.
- (b) Monitor all systems within the golf course premises and correct for coverage on a weekly basis or more frequently and adjust as necessary.
- (c) Inspect irrigation controls on a weekly basis or more frequently and adjust as necessary to ensure adequate irrigation.

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

(13) Other Maintenance Requirements.

- (a) Daily removal of litter from the golf course, including the golf course proper, maintenance yard, landscaped areas and driving range. Remove all trash and debris resulting from golf course maintenance as it occurs. Clean, repair and replace trash receptacles as necessary to maintain clean, safe and sanitary conditions. No major construction projects may occur on the Concession premises unless preceded by notice to and written permission from the City's Parks and Recreation Director.
- (b) Maintain all landscaped areas, flower and shrub beds, groundcover planting areas in a manner to promote healthy growth and a pleasing appearance.
- (c) Maintain all trees in a safe, healthy and aesthetically pleasing appearance to the best of Concessionaire's ability. Keep adjacent turf mowed and trimmed around the trunks of trees. Trees will be removed when determined to be dangerous or diseased. All branches and tree debris will be removed from the turf areas as necessary and properly disposed.
- (d) Maintain all sand traps in raked, edged and weed-free condition. Replace sand and rakes as necessary.
- (e) Control rodents and other animal pests to protect destruction of turf and plants on the golf course property.
- (f) Maintain parking lots, driveways, walkways and cart paths in a clean, edged, safe and weed-free condition.

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

C. FINANCIAL REPORTING AND ACCOUNTING RESPONSIBILITIES:

(1) Collect all golf course fees.

(2) Provide quarterly financial information to the Parks and Recreation Director and Chief Financial Officer by the 20th of the following month, detailing revenues and expenditures for each category.

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

6. USE OF CITY'S FIXTURES, FURNISHINGS AND EQUIPMENT. The License granted hereunder includes exclusive right to manage and use the facilities, fixtures, and furnishings owned by the City of Twin Falls and currently located on the Concession premises. All golf course equipment can only be used on the golf course or other City facilities. Said furnishings and equipment are listed as "City Owned," in Exhibit "A," attached hereto and incorporated herein. The Concessionaire shall provide all additional facilities, fixtures, furnishings and equipment and personal property necessary for the operation of a golf program. Said furnishings and equipment are listed as "Concessionaire Owned," in Exhibit "A". Any additional facilities, fixtures, furnishings and equipment and personal property not listed in Exhibit "A," but located upon the golf courses, is property of the Concessionaire. At least once each year, a physical inventory of the City's fixtures, furnishings, and equipment shall be taken and a copy delivered to the City Parks and Recreation Director. The Concessionaire shall notify the City of any missing items or any discrepancies found regarding the inventory lists.

Upon termination of this Concession Agreement, all fixtures and furnishings owned by the City shall remain on the premises. Concessionaire shall return all City-owned fixtures and furnishings in as good of a condition as said fixtures and furnishings were in as of the date of this Agreement, reasonable wear and tear excepted.

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

Furthermore, the City reserves the right to carry out any redesign, remodeling, reconstruction, or new construction on the Concession premises which it deems advantageous to the long-term operations of the facilities, if such modification can be accomplished without substantial interference with the Concessionaire operations.

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

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

Proposed Rate Increases:

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

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

8. ACCEPTANCE OF PREMISES BY CONCESSIONAIRE. The Concessionaire has accepted the premises as is. The Concessionaire agrees to return the premises and the facilities, fixtures, furnishings, and equipment not owned by the Concessionaire to the City in a condition

as good as, or better than, when accepted by the Concessionaire, reasonable wear and tear excepted.

9. CITY'S RIGHT TO MAINTAIN PREMISES. The City reserves the right to enter upon the Concession premises at any reasonable time in order to ensure compliance with the terms of this Concession Agreement. The City reserves the right to inspect, investigate, and survey the Concession premises as deemed necessary, and reserves the right to do any and all work of any nature necessary for preservation, maintenance, and operation of the premises. The Concessionaire shall be liable for all expenses incurred by the City for work done by the City in order to preserve, maintain, and operate the Concession premises, when, after giving notice of default as provided in paragraph 26, such work is necessary to remedy the Concessionaire's negligence or non-compliance with the terms of this Concession Agreement.

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

11. UTILITY SERVICE PAYMENTS. The Concessionaire shall pay all charges for gasoline, heating oil, and natural gas, used in the clubhouse/pro shop, electricity, garbage collection, and all other commodities and utility services provided to the Concession premises, except telephone lines and related phone services.

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

12. COMPLIANCE WITH LAWS. The Concessionaire shall strictly comply with all Federal, State and local laws, rules, regulations, and ordinances, including those governing the distribution or sale of beer, wine or liquor. The Concessionaire agrees not to permit or allow any illegal business, trade or occupation in or on the Concession premises and shall not permit the premises to be occupied by or used for any immoral or illegal purposes.

13. INDEMNIFICATION. Concessionaire agrees that it will at all times maintain Worker's Compensation coverage for the benefit of its employees, and adequate liability and property damage insurance as specified in Section 14 below covering the activities of the Concessionaire, its agents, servants and employees, on the leased premises. Concessionaire further agrees to

defend, indemnify, and save the City, its agents, employees and public officials, harmless from any and all claims or causes of action of any nature whatsoever arising out of the activities and operations of the Concessionaire, its agents, servants, invitees, officers, and employees, in connection with this Concession Agreement.

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

(A) Concessionaire shall purchase public liability insurance in the amount of \$500,000 combined single limit to protect the City from any and all public liability claims. The City shall be named as an additional insured or be acknowledged by the Concessionaire's insurance carrier as a covered entity under the terms of said policy. Moreover, the Concessionaire is required to put its surety on notice that said surety may not change or cancel the existing insurance policy with the Concessionaire without first giving the City at least thirty (30) days written notice.

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

(C) The Concessionaire shall purchase Worker's Compensation insurance or the equivalent as required by Idaho Code.

(D) A Certificate of Insurance evidencing compliance with the foregoing insurance requirements shall be filed with the Deputy City Clerk prior to or at the time of execution of this Concession Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section 13 "Indemnification." The Concessionaire's failure to maintain insurance shall be a basis for immediate termination of this Concession Agreement.

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

upon the Concessions, the Concession premises, the facilities, fixtures, furnishings, equipment, or personal property therein and thereon.

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

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

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

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

18. CAPITAL EXPENDITURES VS. OPERATING AND MAINTENANCE COSTS

- (a.) It is the intent of the parties that capital expenditures shall be the obligation of the City and the “day-to-day” maintenance costs shall be the obligation of the Concessionaire. For example, a remodel of the restroom facilities would be a capital expenditure but the repair of a sink or toilet fixture would be a “day-to-day” maintenance. Capital expenditure as used herein shall be defined as any expenditure that extends the life of a City structure or golf course systems such as the irrigation system, and includes structural damage repairs, the expansion of structures or systems, the remodel of structures or systems, the replacement of mainline or lateral irrigation lines, and the complete asphalt overlay of the parking area. In the event of a dispute between the parties regarding the classification of an expense as either a “day-to-day maintenance expense” or a “capital expenditure,” the parties agree to negotiate with each other in good faith to resolve the dispute in a fair and equitable manner.
- (b.) Any equipment purchased by the City of Twin Falls shall remain the property of the City, and shall be leased to the Concessionaire based on the length of the contract.
- (c.) Any capital improvements must be pre-approved by the City of Twin Falls.

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

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

23. NON-DISCRIMINATION. The Concessionaire shall fully comply with the Federal Equal Employment Act and other State and Federal laws requiring the fair, equal, and non-discriminatory treatment of all persons without regard to race, color, religion, sex, age or national

origin. The Concessionaire represents, certifies and agrees that no person shall be denied or refused service or full or equal use of the facilities, nor denied employment opportunities by the Concessionaire, as a result of race, creed, color, religion, sex, age, national origin, ancestry, physical or mental handicap unrelated to ability, or marital status.

24. CONCESSIONAIRE'S INDEPENDENT CONTRACTOR STATUS. It is understood and acknowledged by the parties that the relationship of the Concessionaire to the City is that of an independent contractor. The Concessionaire shall have no authority to employ any person as an employee or agent for or on behalf of the City for any purpose. Neither the Concessionaire nor any person engaging in any work relating to this Concession, at the request of or with the consent of the Concessionaire, shall be deemed an employee or agent of the City, nor shall any such person or persons represent himself, herself, or themselves to others as an employee or agent of the City.

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

25. CONCESSIONAIRE'S EMPLOYEES. The Concessionaire shall operate this Concession personally or shall employ sufficient and qualified personnel to operate the Concession in a businesslike manner. The golf course shall be staffed with at least one (1) Class A PGA Professional, along with other personnel adequate for the operation of the lunch counter, driving range, and pro shop. In the event of a voluntary or involuntary termination of a Class A PGA Professional or Class A GCSAA member that places Concessionaire out of compliance with this paragraph, Concessionaire shall immediately exercise its best efforts to come into compliance with this paragraph. The Parks and Recreation Director may waive, in whole or in part, the requirements of this paragraph 25.

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

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

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

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

29. TERMINATION.

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

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

remedy such unsatisfactory performance or default within fifteen (15) days after receipt of said notice, the Concessionaire may seek whatever remedy is available at law or in equity.

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

30. DESTRUCTION OF PREMISES. In the event the Concession premises are damaged by fire or other casualty to such an extent that the continued use of the premises by the Concessionaire is not desirable, the City or the Concessionaire may immediately terminate this Concession Agreement. The City may, but is not obligated to, repair or rebuild the Concession premises. In that event, if any portion of the original Concession Agreement period remains, the Concessionaire, upon written notice, shall resume operation of the Concession in accordance with this Concession Agreement. The Concessionaire may apply to the City Council for payment relief if a destruction event occurs on the licensed premises.

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

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

Concessionaire shall transfer the liquor license to the City upon termination.

32. LIENS AND ENCUMBRANCES. The Concessionaire shall keep the Concession premises, including all City-owned facilities, City-owned furnishings, City-owned fixtures, City-owned equipment and other City-owned property therein and thereon, free and clear from any liens and encumbrances arising from or growing out of the Concessionaire's use of the Concession premises. At the City's request, the Concessionaire shall furnish the City's Chief Financial Officer written proof of payment of any item which might constitute the basis for such a lien on the premises, facilities, fixtures, furnishings, equipment or other property.

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

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

34. NON-WAIVER OF BREACH. The waiver by the City of any breach by Concessionaire of any provision contained in this Concession Agreement shall not be deemed to be a waiver of such provision or any subsequent breach of the same. The acceptance of any payment by the City shall not be deemed to be a waiver of any prior occurring breach by the Concessionaire regardless of knowledge by the City of such prior existing breach at the time of accepting such payment.

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

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

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

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

City of Twin Falls

Attn: Parks and Recreation Director

P.O. Box 1907

Twin Falls, ID 83303-1907

Steva, LLC

Attn: Steve Meyerhoeffler

2819 Sunray Loop

Twin Falls, ID 83301

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

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

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

CITY OF TWIN FALLS, a municipal corporation of
Idaho

SHAWN BARIGAR, Mayor

ATTEST:

Deputy City Clerk

Steva, LLC

STEVE MEYERHOEFFER, President

STATE OF IDAHO)
 :SS
County of Twin Falls)

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State, personally appeared Steve Meyerhoeffer, the authorized agent for Steva, LLC, a Limited Liability Company, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same.

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

(SEAL)

NOTARY PUBLIC FOR IDAHO

Residing in: _____

My Commission Expires: _____

EXHIBIT "A"

INVENTORY OF FACILITIES AND EQUIPMENT

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

In addition to the above-named items, the City of Twin Falls owns the following equipment in the concession area: Refrigerator, freezer, keg cooler, sandwich cooler, ice machine, stove, and oven.

The City Also owns all benches on the course

The following is an inventory of Twin Falls Golf Club Fixed Assets as of January 3, 2019

City Owned			
Year	Description	Vin #	
1965	Cushman Truckster	164350	
1968	International Loboy Tractor	3891	
1975	Ford Tractor with loader	C4441777	
1977	Ryan Greensweep	63718	
1977	Ford F350	F37HRY80984	
1979	Toro Greensmaster III Mower	90359	
1980	Ryan Sod Cutter 644844-8010	86868	
1981	Cushman Truckster	545492	
1984	Toro 5 Gang Mower	40145	
1984	Air Compressor		
1988	Chevrolet S10	1GCBS14EOJ8119541	
1989	Honda Commercial Mower	HRA216	
1989	Kubota F2100 Tractor RC72	10082 10356	
1990	Turfco F12C Sander/Top Dresser	98562	
1990	Kubota F2100 Tractor Mower	10810	
1990	SDI 200D14-5K Sprayer	16106	
1990	Ryan GA30 Aerator	501374	
1991	Cushman Truckster	91001003	
1991	Ford Ranger	1FTCR10A1MUB48528	
1992	Chevrolet Cheyenne	1GBJC34K3NE174720	
1992	Stihl Chainsaw		
1992	Victor Cutting Torch & Cart		
1992	Lincoln Idealarc	AC83350	
1994	Vicon Top Dresser		
1994	550 B Pressure Washer	C20009-0394	

1995	Jacobsen riding Greens Mower 6225	2057
1995	Cushman Truckster	1CUNH4225SL001859
1995	Chevrolet 1500	16CEK142352218107
1995	Toro Groundsmaster 580 D	30580 40330
1996	5HP Air Compressor at Golf Shop	
1997	Honda Generator-3,000 Watt	
1997	Toro Reelmaster 2300D Mower	03427-70564
1998	Groundsmaster 455D Mower	03427-70564
1998	Toro Sand Pro 3020 Rake	90350
2000	Toro Greensmaster 3100 Mower	91114
2008	Toro Workman 3300-D	280000185
2008	Toro Greensmaster 3150 Mower	280000815
2008	Toro Greensmaster 3150 Mower	280000813
2008	Toro Reelmaster 5410-D Mower	280000605
2008	Toro Reelmaster 5410-D	280000616
2016	Toro Greensmaster 3500 D ROT	315000471
2016	Jacobsen Greensking IV Plus	6230602921
2016	Jacobsen Greensking IV Plus	6230602922
2017	Verti Drain 1513 Power Unit	C797215
2017	Verti Drain 1300 Aerator Attachment	C2171268
2018	Kubota RTV-X900 Utility Vehicle	51036
<u>Concessionaire Owned</u>		
Quantity	Description	
1	Toro HydroJet 3000	
1	Trimmer/weedeater	
2	Backpack Blower 600	
1	Multi-purpose pump (1/6 HP 1200 GPM)	
2	Backpack Sprayer	
1	Reel Grinder	



Date: Tuesday, February 19, 2019
To: Honorable Mayor and City Council
From: Jesse Schuerman, Staff Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to award a contract to Insituform Technologies, LLC for cured in place pipe sewer project in the Downtown alleyways.

Time Estimate:

5 to 10 minutes

Background:

This project is the final phase of the Downtown Utility Project that we began before the Main Street improvements. We planned to come back this year and finish mainline sewer improvements on 13 blocks within the alleyways on both sides of Main between Fairfield St. and Liberty St.

Twin Falls staff chose to bid the cured in place pipe work for the mainline sewer in this area for a few reasons. First its much less intrusive than open trench work and will provide minimal interruptions to Downtown Businesses. Considering the alleyways are full of other utilities and potential conflicts, the cured in place eliminates most conflicts and will be faster than an open trench process.

The project will also require some point repairs that will require digging up the mainline in those isolated areas.

Engineering received and opened bids for the final phase of the Downtown Utility Project on February 5th. The lowest qualified bid was submitted by Insituform Technologies, LLC, in the amount of \$222,972.00. The low bid came in 34% below the engineers estimate.

Attached is the bid tab and contractor qualification checklist.

Engineering Staff requests to award the base bid, the additive bid item, and a 15% contingency for a total of \$256,418.00.

Approval Process:

Approval by a majority vote by Mayor and Council.

Budget Impact:

The cost for this work will be \$256,418.00 and will be funded from Wastewater reserves.

Regulatory Impact:

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends approval to award the contract to Insituform Technologies, LLC in the amount of base bid and the additive bid item, with a 15% contingency for a total of \$256,418.00.

Attachments:

1. L 2019-02-07 T JS-CIPP Bid



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



**THE
LANGDON
GROUP**



**GATEWAY
MAPPING
INC.**

February 7, 2019

Jesse Schuerman
Staff Engineer
City of Twin Falls Engineering
203 Main Avenue East
Twin Falls, ID 83301

RE: City of Twin Falls 2019 Downtown Sewer Line Cured-in-Place-Pipe (CIPP) Project

Dear Jesse,

Bids for the City of Twin Falls 2019 Downtown Sewer Line Cured-in-Place-Pipe (CIPP) Project were received and opened from two bidders on February 5, 2019. Attached is a Bid Tabulation summarizing the unit prices and total bid amount for each bidder. Following is a summary of the bid results:

Contractor	Base Bid Schedule	Additive Bid Schedule A	Total Bid Amount
Insituform Technologies, LLC	\$200,638.00	\$22,334.00	\$222,972.00
Planned and Engineered Construction, Inc.	\$225,000.00	\$30,550.00	\$255,550.00

J-U-B has reviewed the bids for compliance with the administrative requirements in the Bid Documents. A summary review of each bid versus the bidding criteria is attached. We have listed the Public Works Contractor Licenses for each bidder as registered with the State of Idaho Division of Building Safety.

Per the Bid Form (Document 00410), the basis of award for the project will be on the Base Bid Schedule that is the lowest responsive Bid in total price, conforms with all the conditions of the Bid Documents, is in the best interest of the project, and is within the City's available budget.

The Base Bid Schedule plus Additive Bid Schedule A are lower than the expected cost for only the Base Bid Schedule, and Additive Bid Schedule A allows for rehabilitation of two additional blocks of sewer.

From our review, it is our opinion that Insituform Technologies, LLC appears to have submitted the lowest responsive Bid to consider for award. If you have any questions, please contact me at 208-733-2414.

Sincerely,

Gary Haderlie, P.E.
J-U-B ENGINEERS, Inc.

Enclosures:

- Bid Tabulation
- Bid Review

cc: Jackie Fields, P.E., City of Twin Falls
Jon Caton, P.E., City of Twin Falls
Doug Gonzales, City of Twin Falls

PROJECT: City of Twin Falls
2019 Downtown Sewer Line Cured-in-Place Pipe (CIPP)

ENGINEERS: J-U-B Engineers, Inc.
115 Northstar Ave.
Twin Falls, Idaho 83301

BID DATE: February 5, 2019

BID SCHEDULE - BASE BID					Insituform Technologies, LLC Chesterfield, MO		Planned and Engineered Construction, Inc. - Helena, MT	
ITEM NO.	PAY ITEM REF.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	SP-02010.4.1.A.1	Mobilization	1	LS	\$12,062.00	\$12,062.00	\$20,000.00	\$20,000.00
2	SP-02100.4.1.A.1	Traffic Control	1	LS	\$7,295.00	\$7,295.00	\$9,500.00	\$9,500.00
3	SP-02541.4.1.A.1	CIPP Rehabilitation - 8"	5,005	LF	\$26.00	\$130,130.00	\$30.00	\$150,150.00
4	SP-02541.4.1.B.1	Cut Off Protruding Laterals	71	EA	\$270.00	\$19,170.00	\$100.00	\$7,100.00
5	SP-02541.4.1.C.1	Lateral Reinstatement	142	EA	\$62.00	\$8,804.00	\$50.00	\$7,100.00
6	SP-02541.4.1.D.1	Lateral Verification	73	EA	\$97.00	\$7,081.00	\$50.00	\$3,650.00
7	SP-02543.4.1.A.1	Pre-Construction Cleaning and TV Inspection of Main Sewer Line	5,005	LF	\$2.00	\$10,010.00	\$1.00	\$5,005.00
8	SP-02543.4.1.A.1	Post-Construction Cleaning and TV Inspection of Main Sewer Line	5,005	LF	\$1.00	\$5,005.00	\$1.00	\$5,005.00
9	SP-02547.4.1.A.1	Bypass Sewage Pumping	1	LS	\$1,081.00	\$1,081.00	\$17,490.00	\$17,490.00
Total Bid - Base Bid Schedule:					\$200,638.00		\$225,000.00	

BID SCHEDULE - ADDITIVE BID SCHEDULE A					Insituform Technologies, LLC Chesterfield, MO		Planned and Engineered Construction, Inc. - Helena, MT	
ITEM NO.	PAY ITEM REF.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
10	SP-02100.4.1.B.1	Traffic Control	720	LF	\$2.00	\$1,440.00	\$3.00	\$2,160.00
11	SP-02541.4.1.A.1	CIPP Rehabilitation - 8"	720	LF	\$20.00	\$14,400.00	\$30.00	\$21,600.00
12	SP-02541.4.1.B.1	Cut Off Protruding Laterals	4	EA	\$270.00	\$1,080.00	\$100.00	\$400.00
13	SP-02541.4.1.C.1	Lateral Reinstatement	23	EA	\$62.00	\$1,426.00	\$50.00	\$1,150.00
14	SP-02541.4.1.D.1	Lateral Verification	4	EA	\$97.00	\$388.00	\$50.00	\$200.00
15	SP-02543.4.1.A.1	Pre-Construction Cleaning and TV Inspection of Main Sewer Line	720	LF	\$2.00	\$1,440.00	\$1.00	\$720.00
16	SP-02543.4.1.A.1	Post-Construction Cleaning and TV Inspection of Main Sewer Line	720	LF	\$1.00	\$720.00	\$1.00	\$720.00
17	SP-02547.4.1.B.1	Bypass Sewage Pumping	720	LF	\$2.00	\$1,440.00	\$5.00	\$3,600.00
Total Bid - Additive Bid Schedule A:					\$22,334.00		\$30,550.00	

Total Bid - Base Bid Schedule + Additive Bid Schedule A:					\$222,972.00		\$255,550.00	
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Notes:

1. These tables are a tabulation of the unit prices and total prices received from Bidders during the bidding process. It does not indicate nor convey the responsiveness of the Bid.

Bid Opening Checklist

February 5, 2019



Contractor:	Addendum #1	Bid Form Completed and Signed	Bid Bond	Listing of Subcontractors	List of Suppliers	Evidence of Authority to Sign	Evidence of Authority to do Business in Idaho	Public Works Contractor License	Base Bid Schedule	Additive Bid Schedule A	Public Works License - General	Comments
1 Insituform Technologies, LLC	x	x	x	x	x	x	x	x	\$200,638.00	\$22,334.00	PWC-C-14134-U-1,4,5	
2 Planned and Engineered Construction, Inc.	x	x	x	x	x	x	x	x	\$225,000.00	\$30,550.00	PWC-C-11139-AA-4	

1 Insituform Technologies, LLC
Camera/Lateral Subcontractor:
Professional Pipe Services (Pro-Pipe)
Public Works #: 020842-A-4



Date: Tuesday, February 19, 2019
To: Honorable Mayor and City Council
From: Bill Baxter, Utility Services

ACTION ITEM

Request:

ACTION ITEM: Update and possible action on the current state of the recycling program and market, and costs for current City recyclable material processing.

Time Estimate:

Presentation will take 5 to 10 minutes. Staff will answer any questions, but is not planning any additional time given the information to be presented.

Background:

During the August 6th, 2019, City Council meeting the Council engaged in a discussion regarding a change from the previously approved payment of up to \$100 per ton cost for recyclable material processing to \$175 per ton. The latter number had been the highest projected cost from March, 2018, through the period building up to the conversation on August 6th. As we entered 2019, we had approached very close to the maximum authorized cost to continue placing the recyclable materials into the recycling stream, at \$173.00 per ton for December's processing. January, 2019, has shown us at \$174.90. It appears that we now need to have a new conversation, given the impending potential for the cost to exceed the processing cost for recycling that was included in the FY 2019 budget.

The City of Twin Falls' recycle program has been operating in various forms since October of 2005, and since the advent of the cart process in October of 2010, the total amount of material that has been re-directed from the landfill has totaled, as of January of this year, 16,892.48 tons. As discussed throughout last year, beginning in 2013, the revenues that had offset the costs and even provided a bit of revenue to both PSI and the City, on a 50/50 split, decreased to \$0. Then, from 2015 forward the costs have actually exceeded the revenue for the material, and began to result in a net cost for handling and processing.

Since China's National Sword program was initiated in late 2017, market changes for pricing and use of single stream recycled material have been in a state of high volatility. Contamination is still the largest concern, and is the primary driver of the Chinese response, and the effect of that contamination and the backlog of material is driving costs higher, and limiting further those countries whose governments and processors are willing to accept more material. This is not only a problem for the United States markets, but has effects around the world.

For calendar year 2018, recycling "net" materials handling and processing costs per ton ranged from \$106 in January, to \$173 in December. From March through September, the cost was steady at \$164 per ton. It was following the decision by Council In March, 2018, that we began sending the recyclable material collected by PSI under the residential contract, to the landfill. This process was an opportunity to wait for the cost per ton to drop to the \$100 amount decided upon as the cutoff point for our ability to participate in the markets, yet still give us a quick response to begin putting material back in the stream.

This was intended to create a cost effective method of handling our recycling until we could see what developments might occur. During this time, we sent 1,057.49 tons of the recyclables to the landfill. In October, with the beginning of the new fiscal year, Council made the decision to raise the City's sanitation rate to cover up to \$175 per ton for recycling costs, to get our participation in the actual recycling process started again, under the existing market conditions. For October through December, 2018, the cost of handling and processing went from \$170.50, to \$169.50 in November, and back up to \$173 in December. Not the direction we had hoped for!

Mike at PSI then sent the message on February 11, 2019, that the projected cost for processing by the current company that they are working with would be in the neighborhood of \$189.10 for March's processing. Mike and Jason at PSI are working to locate another company that will handle the material for something at or under the \$175 "cap" we have set in our budget for FY 2019, so we can continue to recycle the materials as intended. They will report as soon as they have found a solution that works.

The issues that face the market currently are that, following China's cessation of accepting recyclable material from the United States, other countries like Viet Nam, the Philippines, India and some others, began picking up a part of that material for their processing facilities. Now Viet Nam and the Philippines are closing down their acceptance of any more material. Contamination and volume are the two issues for these countries as well. This is causing more to go to landfills here in the United States, since storage of the material is no longer a viable option.

While new facilities for mixed paper and some plastics is being developed here in the U.S., the time frame still is out in the future by 12 to 24 months, leaving no domestic options that are coming online soon. Recycling is still a good idea, and the processes are being improved, yet the issues of what can be recycled and the contamination of the material by those who simply don't care, or won't pay attention to the shifts in the markets, is holding us all back from a reasonable cost for processing. The other side of the question is who will use the recycled materials once processed, and that field of users is growing also. Technologies for conversion are expanding the options, and end users being willing to pay higher prices for the products made from recycled materials is all developing as sensitivity to the damage that the environment is suffering comes to the forefront of our news and awareness. Due to the poor disposal methods, and our continued use of natural resources to produce more of what can be obtained from the recycling processes, plastics, cardboard, mixed paper, metals, and various other products will find more uses and processors that can utilize these materials.

The question is, how do we re-visit the decisions from March, 2018, and then for the FY 2019 budget, at this time. Those options remain:

1. Restricting the types of items allowed in the single stream recycling: metal cans and mixed paper only – this removes all plastics, which have a lower, or non-existent, market price.
2. Choose a dollar amount to pay for processing, etc., at the current rates as they fluctuate, then cut off the movement of recyclables into that stream and take the remaining portion to the landfill. This could be focused on the most reliable areas of "clean" tonnage to get the most effective control on the recycling costs, and move the other areas who contaminate regularly to go to the landfill (Areas of town with most successful, by participation and tonnage, and lack of contamination – show map by PSI)
3. Simply shut off the delivery of materials to the recycling stream completely
 - a. Issues here:
 - i. Losing our place in the customer base for recycling materials

- ii. Defeating the ground gained by the efforts over the past years to develop and encourage our recycling program for the good it does
 - iii. Shifting use of the recycle carts to more garbage contamination due to an attitude that “it doesn’t matter anyway”
- 4. Adjust utility rates to compensate for the cost share and continue full on participation in recycling
 - a. Issues here:
 - i. No way to be certain that our efforts would actually result in “recycling”
 - ii. PSI’s customer for recyclables had begun conversations with Oregon and Washington environmental departments for permission to dump unsold recycle products into landfills in those states. This is more likely to occur as the markets tighten for export of material.

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

City staff is committed to sharing the process that is occurring, and those changes taking place in recycling procedures and as well as market conditions, for Council's information. This item is strictly informational.

Attachments:

None



Date: Tuesday, February 19, 2019
To: Parks and Recreation Commission
From: Wendy Davis, Parks & Recreation Director

ACTION ITEM

Request:

ACTION ITEM: Request to schedule a public hearing to discuss an increase of greater than 5% to the vehicle fee at Shoshone Falls/Dierkes Lake Park.

Time Estimate:

Allow 15 minutes for discussion.

Background:

Shoshone Falls Park was deeded to the City of Twin Falls by Martha Stone and Frederick J. Adams on December 30, 1932 to be maintained as a public park and for park purposes for the benefit and free use of all the people. In July of 2001, Thomas Adams, an heir to the Adams, signed a Quit Claim Deed stating that he did not object to a fee being charged, and released the reversionary interest conditioned upon free enjoyment. The City has permanently recognized the family for the gift with a plaque in a kiosk in the park.

The City of Twin Falls continues to allow free access to the park to anyone wishing to walk or bike into the park year round, and to vehicles October - February. A \$3 vehicle fee is charged in the high season (March - September) to help offset the costs of maintaining and operating the parks.

In 1980, the City started charging a \$1 vehicle fee. That fee was raised to \$2 in 1990. In 1998, the fee was increased to \$3 as part of the funding plan for the park renovations identified in the master plan for the parks. There has not been a fee increase in 20 years.

With some much needed work on the road and the Dierkes Lake parking lot, as well as upgrading Dierkes Lake park to be ADA accessible, Parks and Recreation along with Finance Department are considering increasing the vehicle access fee to \$5. This increase would also allow for a point of sale connection at the ticket booth, enabling visitors to use a credit card with no convenience fee.

Shoshone Falls and Dierkes Lake Park sees over 100,000 visitors between April and September. The combined park acreage is 415 acres consisting of natural and paved trails, natural landscape and manicured grass, asphalt parking lots, roads and driveways. The vehicle fees collected at the ticket booth go to offset the maintenance of the park, as well as cover all capital projects, such as the installation of stairs on the Dierkes Lake trail, dock replacement and retaining wall repair at Dierkes Lake as well as trail repair and work on the drainage along the Centennial Trail.

The Parks and Recreation Commission discussed a fee increase at their February 12, 2019 meeting. The Commission recommends that council hold a public hearing to raise the vehicle fee from \$3 to \$5 and leave the bus fee at \$20, vehicle season pass fee at \$25 and the coupon book fee at \$30.

Approval Process:

Upon council consent, staff will schedule a public hearing for a fee increase for March 11, 2019.

Budget Impact:

A fee increase would likely result in increased revenue for the maintenance and operation and capital expenses in the parks. Based on last year's gross gate revenue of \$281,367, raising the fee from \$3 to \$5 may result in an increase of gross revenue of \$187,911.60.

The current fund balance for Shoshone Falls is approximately \$520,000. The maintenance and operation budget for FY '19 is \$96,450. Capital Improvements projects budgeted for in FY '19 are \$110,000 for dock replacement and retaining wall repairs at Dierkes Lake for a total budget of \$206,450.

Proposed projects such as the road repair, Dierkes Lake parking lot repair and ADA access for Dierkes Lake park do not have solid cost estimates at this time.

Regulatory Impact:

Council consent will allow staff to hold a public hearing.

History:

N/A

Analysis:

N/A

Conclusion:

Parks and Recreation Commission and Staff recommend council hold a public hearing to increase the vehicle fee at Shoshone Falls/Dierkes Lake from \$3 to \$5.

Attachments:

None