Twin Falls City Council
Agenda

Monday, May 20, 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 May 13, 2019, City Council Minutes.
      By: Amy Luna, Finance Administrative Assistant

   b) **ACTION ITEM:** Request to approve the Accounts Payable for May 9-15, 2019.
      By: Amy Luna, Finance Administrative Assistant

   c) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing Golden Eagle Subdivision No. 1.
      By: Troy Vitek, Assistant City Engineer

   d) **ACTION ITEM:** Request to approve the 2019 Downtown Farmer's Market.
      By: Sergeant Justin Dimond, Twin Falls Police Department

   e) **ACTION ITEM:** Request to approve the Crazy Dayz event to be held on June 1, 2019.
      By: Sergeant Justin Dimond, Twin Falls Police Department

   f) **ACTION ITEM:** Request to approve the new Alcohol License Application for Twin Falls Holiday Inn.
      By: Amy Luna, Finance Administrative Assistant

6) ITEMS OF CONSIDERATION

   a) **ACTION ITEM:** Justin Heider requesting a change to City Code 9-6-8: Parking Trucks, Trailers, Unused and Inoperative Vehicles.
      By: Brian Pike, Deputy City Manager

   b) **ACTION ITEM:** Request to approve the Fleet Management Consulting Services to Mercury Associates, Inc.
      By: Jon Caton, Public Works Director

7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

8) PUBLIC HEARINGS

   a) **ACTION ITEM:** Request for a Zoning Map Amendment from R-4 to R-6 ZDA on property located at the 100 & 200 blocks of Caswell Avenue West on behalf of Dr. David Kemp c/o EHM Engineers, Inc. (PZ18-0097)

      By: Jonathan Spendlove, Planning & Zoning Director

9) ADJOURNMENT

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, May 13, 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 Member Suzanne Hawkins, Chris Talkington, Christopher Reid & Ruth Pierce.

Absent: Council Member Greg Lanting.

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Brian Pike, City Attorney Shayne Nope, Senior Street Supervisor Mark Thomson, Sergeant Justin Dimond, Police Officer Josh Hayes, Communications Center Manager Tami Lauda, Public Works Director Jon Caton, Police Chief Kingsbury, Fire Chief Kenworthy, Streets Superintendent Dean Littler, Help Desk Technician Kim Hafer, Finance Administrative Assistant Amy Luna.

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

a) Peace Officers Memorial Day and Police Week - Request made by the Twin Falls Police Department

Mayor Barigar read the Peace Officers Memorial Day & Police Week Proclamation and presented it to Officer Hayes.

4) GENERAL PUBLIC INPUT: None

5) CONSENT CALENDAR

MOTION: Council Member Pierce moved to approve the Consent Calendar as presented. **Council Member Reid** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

C**ouncil Member Talkington** asked for an explanation of two items on the accounts payable list. **City Manager Rothweiler** explained.

a) **ACTION ITEM:** Request to approve the May 6, 2019, City Council Minutes.
b) **ACTION ITEM:** Request to approve the Accounts Payable for May 2 thru May 8, 2019.
c) **ACTION ITEM:** Request to approve the 37th Annual Western Days and Western Days Parade Special Event Application.

6) ITEMS OF CONSIDERATION

a) **PRESENTATION:** Presentation of Road Scholar Level I and Road Master Level II awards to both Joby Tyree and AJ Schroeder.

Senior Street Supervisor Thomson presented the Road Scholar Level I and Road Master Level II awards to Joby Tyree and AJ Schroeder.

b) **ACTION ITEM:** Request to hold the Wings for Love World Cup BASE Jumping Competition on September 11 to 14, 2019.

Sergeant Dimond made a request to hold the Wings for Love World Cup BASE Jumping Competition on September 11-14, 2019.

Discussion ensued on the following:
Council Member Talkington: Asked about liability waivers for this event?
Mayor Barigar: Spoke in favor of this event.
Council Member Pierce: Will there be any national coverage of this event?

MOTION: Council Member Hawkins moved to approve the request to hold the Wings for Love World Cup BASE Jumping Competition on September 11 to 14, 2019, and the 15th depending of the weather. **Vice Mayor Boyd** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

c) **ACTION ITEM:** Request to spend 911 State grant monies awarded to the City of Twin Falls in the amount of $123,304.76.

Communications Center Manager Lauda made a request to spend 911 State grant monies awarded to the City of Twin Falls in the amount of $123,304.76.

MOTION: Council Member Hawkins moved to approve the request to spend 911 State grant monies awarded to the City of Twin Falls in the amount of $123,304.76. **Council Member Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

d) **ACTION ITEM:** Request to approve and adopt a resolution declaring a sole source supplier for GSB-Friction Seal.

Public Works Director Caton made a request to approve and adopt a resolution declaring a sole source supplier for GSB-Friction Seal.

Discussion ensued on the following:
Council Member Hawkins: If we start using this source, what is the cost difference between the two types?
Senior Street Supervisor Thompson: Explained the price difference.

MOTION: Council Member Hawkins moved to approve the request to approve and adopt resolution #2019-006 declaring a sole source supplier for GSB-Friction Seal. **Council Member Talkington** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

e) **ACTION ITEM:** Request to approve the Fleet Management Consulting Services to Mercury Associates, Inc.

Removed from the agenda. Will be on a future agenda.

f) **ACTION ITEM:** Request to use Street Reserves on the Shoshone Overlay & Re-Striping Project.

Public Works Director Caton made a request to use Street Reserves on the Shoshone Overlay & Re-Striping Project.

Discussion ensued on the following:
Council Member Reid: Where is the $70,000.00 coming out of?
Council Member Pierce: How much of Shoshone will be blocked off at any one time?

MOTION: Vice Mayor Boyd moved to approve the request to use Street Reserves on the Shoshone Overlay & Re-Striping Project in the amount of $70,000.00. **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

g) **ACTION ITEM:** Request to divert monies within the Street's existing budget to expand the support to the Sidewalk Grant Program.

Public Works Director Caton made a request to divert monies within the Street's existing budget to expand the support to the Sidewalk Grant Program.

Discussion ensued on the following:
Council Member Reid: What do you contribute the change in participation to?

MOTION: Council Member Pierce moved to approve the request to divert $100,000.00 within the Street's existing budget to expand the support to the Sidewalk Grant Program. **Council Member Reid** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

h) **ACTION ITEM:** Request to move forward with publishing a Request For Proposals for a new Public Safety Software System (CAD/Mobile/Records Management)

Deputy City Manager Pike made a request to move forward with publishing a Request for Proposals for a new Public Safety Software System (CAD/Mobile/Records Management).

Discussion ensued on the following:
Council Member Talkington: Spoke in support of this item.
Mayor Barigar: Spoke in support of this item.

MOTION: Council Member Talkington moved to approve the request to move forward with publishing a Request for Proposals for a new Public Safety Software System (CAD/Mobile/Records Management). **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

Council Member Hawkins thanked the Historic Preservation Commissions for their tours this past weekend. Reminded all of the Youth Councils Suicide Prevention Color Run on May 18, 2019 starting at 9:00 am.

City Attorney Nope presented a Press Release on the Election on May 21, 2019, for the City of Twin Falls Special Municipal Bond Election General Obligation Bonds.

8) PUBLIC HEARINGS

None

9) ADJOURNMENT

The meeting adjourned at 06:07 PM

____

Amy Luna, Administrative Assistant Finance

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this ____ day of _____, 20_____, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and The Boys and Girls Club of Magic Valley, Inc. hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Golden Eagle Subd. No. 1, Lots 4, 9, 10, 11, 12, 13, and 14.

WHEREAS, there is attached hereto and incorporated herein as if the same were set out in full, a certified copy of the deed to the real property showing ownership of said real property to be in the Developer's name, or, as the case may be, there is attached hereto and incorporated herein as if the same were set out in full, a copy of the deed to the above described real property showing ownership in fee simple in someone other than Developer together with a notarized authorization, signed by the real property owner, authorizing Developer to act on behalf of said real property owner, and;

WHEREAS, Developer desires to develop said real property for the following purposes: Residential Lots.

WHEREAS, the Developer is obligated to construct certain improvements pursuant to City Code Section 10-12-4.2, and;

WHEREAS, the Developer has committed to construct special features as part of the development, and;

WHEREAS, the City has certain policies, ordinances, rules and regulations governing the construction of improvements, and;

WHEREAS, it is in the best interest of the City and Developer to clearly establish in one concise document the policies, ordinances, rules and regulations which apply to developments of the type contemplated herein.

W I T N E S S E T H

That for and in consideration of the mutual promises, conditions, and covenants contained herein the parties agree as follows:

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service and roads, excluding state highways, constructed under the terms of this Agreement in any public rights-of-way or easements and which are presently within or subsequently annexed into the City limits. Those streets, excluding state highways, lying outside the City limits and within the City Area of Impact shall be constructed to City standards but shall become the responsibility of the Twin Falls Highway District until such time as they are annexed or a maintenance agreement is signed by the City and the Twin Falls Highway District. (2) To operate and maintain all approved water lines, drainage lines, and sewer lines constructed under the terms of this Agreement in any public rights-of-way or easements and to provide water and sewer service to the Developer's real property, subject to all ordinances, rules and regulations governing sewer and water service. (3) To maintain non-pressure irrigation lines only where they cross City streets. All other maintenance of non-pressurized irrigation lines is the responsibility of the Twin Falls Canal Company or the irrigation users.

II.

In lieu of the actual installation of required public improvements before recording of the final plat, the Council may permit the subdivider to provide a financial guarantee of performance in one (1) or a combination of the following arrangements for those requirements which are over and beyond the requirements of any other agency responsible for the administration, operation and maintenance of the applicable public improvement.

a. Surety Bond

1. Accrual - The Bond shall accrue to the City covering construction, operation and maintenance of the specific public improvement.

2. Amount - the bond shall be in an amount equal to one hundred percent (100%) of the total estimated cost for completing construction of the specific public improvements, as estimated by the Developer's Engineer and approved by the City Engineer.

3. Term Length - The term length in which the bond is in force, for the duration of that phase of the project, shall be until completed and accepted by the City Engineer.

4. Bonding for Surety Company - The bond shall be with a surety company authorized to do business in the State of Idaho, acceptable to the Council.

5. The escrow agreement shall be drawn and furnished by the subdivider to the satisfaction of the Council.

b. Cash Deposit, Certified Check, Negotiable Bond, or Irrevocable Bank Letter of Credit.

1. Treasurer, Escrow Agent or Trust Company - A cash deposit, certified check, negotiable bond or an irrevocable bank letter of credit such surety acceptable by the Council, shall be deposited with an escrow agent or trust company.
2. Dollar Value - The dollar value of the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be equal to one hundred percent (100%) of the estimated cost of construction for the specific public improvements, as estimated by Developer's Engineer and approved by the City Engineer.
3. Escrow Time - The escrow time for the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be until all required improvements are completed and accepted by the City Engineer.
4. Progressive Payment - In the case of cash deposits or certified checks, an agreement between the City and the subdivider may provide for progressive payment out of the cash deposit or reduction of the certified check, negotiable bond or irrevocable bank letter of credit, to the extent of the cost of the completed portion of the public improvement, in accordance with a previously entered into agreement.

III.

Developer agrees to retain a Professional Engineer, hereinafter called the Developer's Engineer, registered by the State of Idaho to perform the following minimum Engineering Services in accordance with Title 10 Chapter 12 Section 4-1 of the City Code:

a. Prepare a master utility plan showing the location of all existing and proposed utility lines to include but not be limited to sewer, water, gas, electricity, telephone, irrigation, pressure irrigation and storm sewer.

b. Prepare detailed plans and specifications for construction of all improvements required by this Agreement and shall include but not be limited to a complete set of construction plans, including profiles, cross-sections, specifications and other supporting data, for all required public streets, utilities and other facilities. Such construction plans shall be based on preliminary plans which have been approved with the preliminary plat, and shall be prepared in conjunction with the final plat. Construction plans are subject to approval by the responsible public agencies. All construction plans shall be prepared in accordance with the public agencies' standards and specifications.

c. Perform construction surveying, staking, testing, inspection and administer the construction of all facilities required by this contract.

d. Submit all test reports, inspection reports, change orders and construction diaries to the City Engineer every week during the construction of the development or subdivision.

e. Prepare and submit an updated copy of the enclosed development and subdivision checklist to the City Engineer every week during the construction of the development or subdivision, and also upon completion of the project.

f. Submit to the City Engineer the final plans, and master utility plan for the City records showing any approved changes to the original plans and specifications. A permanent drawing in ink on approved transparent polyester drafting film and an electronic media copy of the plans in ACAD 2000 using City standard format shall be provided within thirty (30) days after completion of the project.

g. Submit a letter upon completion of construction stating that the work has been constructed in conformance to the plans and specifications, with the certification by the Developer's Engineer that improvements were constructed to the lines and grades shown.

The above work shall be subject to the approval of the City Engineer.

The City agrees to provide asphalt pavement testing for conformance with City standards, but it shall be the responsibility of Developer's Engineer to provide all necessary quality control during construction. All tests shall be taken at a frequency based upon City of Twin Falls Standard Specifications.

The Developer agrees to: (1) allow the City full and complete access to the work (2) provide all materials necessary to conduct all tests (3) supply all water necessary to test pipe joints and (4) provide the equipment and perform or have performed any testing of manufactured materials required by the City Engineer.

The Developer shall submit a letter to the City Engineer upon completion of the project, requesting that the City assume the responsibility for maintenance and operation of all public improvements as stated herein.

IV.

The Developer agrees to obtain a permit or letter of approval from the Twin Falls Highway District or the State of Idaho Department of Highways prior to constructing improvements on their respective right-of-ways. The original or a certified copy of said permit or letter shall be submitted to the City Engineer prior to beginning of construction thereon.

V.

The Developer agrees to dedicate rights-of-way to the public for the development of all streets and alleys in accordance with the City Master Street Plan and to dedicate easements for the maintenance and operation of all public utilities. The size and location of said rights-of-way and easements shall be determined by the City Engineer.

VI.

The Developer hereby agrees and petitions the City to annex into the corporate limits of said City, the above described real property that is contiguous with the same or becomes contiguous to said City limits. Developer agrees to annexation of said real property by the City upon the terms and conditions as shall be set forth by said City.

VII.

The Developer and the City agree that the improvements listed herein are required unless specifically waived by action of the City Council and that said improvements will be constructed on any public rights-of-way or easements approved and accepted by the City Council all as designed by the Developer's Engineer and approved by the City Engineer and in accordance with standards established by the City Engineer and that all required improvements will be completed in a timely manner. If improvements are not completed in a timely manner, the Developer shall provide an updated, current version of the developer's agreement and financial guarantee for City Council consideration.

VIII.

The Developer agrees to pay the total actual costs of all materials, labor and equipment necessary to completely construct all of the improvements required herein, except those costs specifically shown to be paid by the City and to construct or contract for the construction of such improvements.

IX.

Developer agrees to pay the total extra cost of all additional materials, labor and equipment necessary to construct any streets the City requires to be wider or deeper than a standard street or any water or sewer lines the City requires to be larger than the size required to properly serve the development. The requirement for wider and deeper streets shall be based on the City Master Street Plan. Requirements for larger water and sewer lines shall be based on the citywide sewer and water system sizing guidelines.

X.

The City shall provide no compensation for the cost of an oversize water or sewer line. In the case of water or sewer lines extended adjacent to or outside the limits of development, the Developer shall be eligible for payback from adjacent property owners pursuant to Resolution No. 1182. The Developer shall also be eligible for compensation when a private developer extends or connects to any water or sewer system previously installed by private developer, pursuant to Resolution 1651.

XI

Developer agrees to request in writing that the Developer's Engineers make the inspections required herein and the Developer or his Contractors shall not proceed with the next construction phase until the required inspection is complete and the work has been approved by the Developer's Engineer, the City Engineer or the Engineer's authorized inspector. All such inspections shall be scheduled in accordance with the City of Twin Falls Standard Specifications. Developer agrees to pay all costs resulting from: 1) his failure to properly schedule and request a required test or inspection or 2) proceeding with work before receiving approval to proceed. Developer agrees to remove or correct any rejected, unapproved or defective work or materials as required by the Developer's Engineer or the City Engineer. Any such defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be removed within ten (10) days after written notice is given by the Developer's Engineer or the City Engineer, and the work shall be re-executed by the Contractor at his expense. The fact that either Engineer may have previously overlooked such defective work or materials shall not be a basis for acceptance of any part of it.

The issuance or approval of plans, specifications and computations shall not be construed as an approval of any violation of any provisions of City code, specifications, standards, policy, or any other ordinance of the City. Approvals of plans that may violate City code, specifications or departmental policies will not be valid.

The approval of construction plans, specifications, and other data shall not prevent the City from thereafter requiring the correction of errors or omissions in said plans or specifications prior to or during actual construction or final acceptance by the City.

The Developer shall remove from all public property all temporary structures, rubbish, and waste materials resulting from their operation or caused by his employees.

The Developer shall guarantee all materials, workmanship and equipment furnished for a period of one (1) year from the date of written acceptance of the work by the City Engineer or authorized representative.

The Developer shall be responsible for any damage to any existing public improvements and shall repair or replace any such damage as required by the City Engineer, during or after completion of this project.

XII.

The City and the Developer agree to the following minimum for Required Improvements, City Costs, Required Inspections and to any other improvements, approved or required by the City Council and shown on the approved construction plans.

PUBLIC WAYS

(a) Required Improvements

(1) Curb, gutter and sidewalk on all public street rights-of-way.

(2) A standard residential street thirty six feet (36') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course on all public street rights-of-way serving residential use property.

(3) Minor residential and private streets as specified in the City of Twin Falls Standard Drawings.

(4) A standard commercial or collector street forty eight feet (48') wide with an eleven inch (11") gravel course and three inch (3") asphaltic concrete surface course on all public street rights-of-way serving commercial use property or as a collector street. Whenever a street serves an industrial use property the City Engineer will determine the appropriate structural section.

(5) A service-road twenty four feet (24') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course and with concrete curb-gutter or curb and valley-gutter on all public service road rights-of-way.

(6) A sidewalk five feet (5') wide minimum on all public pedestrian rights-of-way. Four foot (4') sidewalks by special permission of the City Council are allowed by City of Twin Falls Standard Drawings for minor residential streets under certain conditions.

(7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A tract of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to arterial and collector streets. Within that tract the developer shall install landscaping six feet (6') in depth with a sprinkler system and with grass and trees behind the curb line and shall also install a five foot (5') sidewalk. The landscaping will be maintained by the city and funded through a fee added to the water bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. TFCC §10-12-4.2(O).

(8) Street signs and traffic control devices on all public streets.

(9) Street lights as determined by City policy for street light installation.

(b) City Costs

(1) The cost of any street signs or traffic control devices installed by the City on new or existing streets.

(2) The cost of any required street lights (standard luminaires mounted on a wood pole). The Developer shall pay the extra cost of any decorative luminaries or poles. Prior approval will be required, and the cost of maintenance, replacement and power usage will be considered.

(c) Required Inspections and Testing

(1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

WATER SYSTEM

(a) Required Improvements

(1) Pursuant to City Code Section 7-8-3, 7-8-10 and 10-12-4.2 water line and fittings six inch (6") minimum diameter that will transport a flow of water, which will satisfy fire, domestic, other water demands of the development, based upon the City water pipe sizing plan and computer water model. Water line extension shall include connection from the existing City Water System to each building site and fire hydrants and then loop back to the City System in a manner that will provide a properly functioning system approved by the City Engineer, Water Superintendent and Fire

Chief. If the development is to be constructed in phases, the water system shall be looped back to the City system during the first phase. No dead-end lines will be allowed during any phase of the project.

(2) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City water distribution network in accordance with existing sizing guidelines.

(3) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users or creating a critical situation in the suppression of fires.

(4) Fire hydrant connections and fire hydrants spacing to substantially comply with the minimum standards suggested by the Fire Rating Bureau and American Water Works Association. Fire hydrants are required in all developments.

(5) One water service line shall be constructed to each building site at the time the water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way.

During construction of the curb the letter W shall be stamped into the top or face of the curb directly in front of the water meter box. The impression shall be not less than one and one half inches (1½") high. Meters shall be grouped at adjacent side lot lines when possible or at another location if requested by the Developer and approved by the City Engineer and Water Superintendent. Water meter boxes will not be allowed in driveway approaches. Any cost associated in relocating meters from driveway approaches will be the responsibility of the Developer or Lot Owner. Temporary address or lot number signs shall be staked at the location where the water meter box is to be installed. The City may install multiple water meters in a single water meter box.

The City will make the water line tap only after all appropriate tap fees for a Water Connection General Permit have been received and permits issued. All new water service line and connections made from existing water service mains to service any new development will be the responsibility of the

Developer. The City will make the necessary service line tap after payment of the required water connection general permit fees.

(6) One water service line tap, meter box, and service line shall be constructed for each building connected to the City water system. It is understood and agreed that the City will make all service line taps and install all meter boxes and that the fee paid by the developer for a Water Connection General Permit will reimburse the City for such work.

(7) It is further understood and agreed that the City will make all connections to the existing water system. The City will disinfect the new water system at the developer's expense.

(b) City Costs

(1) None.

(c) Required Inspections

(1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

(1) Pursuant to City Code Section 7-7-4, 7-7-11 and 10-12-4.2 a waste water collection system (eight-inch (8") minimum diameter) that will transport a flow of waste water, under conditions of maximum and minimum discharge from the development, to the existing City waste water system.

(2) Waste water sewer lines adjacent to or internal to the development will be sized to continue the orderly expansion of the City Waste Water Collection System in accordance with existing sizing guidelines and computer sewer model.

(3) Manholes to provide access for maintenance and cleaning of the sewer lines located at any change of grade or alignment of the sewer, at the end of each sewer and spaced not more than four hundred feet (400') apart.

(4) During construction of the curb the letter S shall be stamped into the top or face of the curb directly in front of the sewer service line location. The impression shall be not less than one and one half inches (1½") high.

(b) City Costs

(1) None.

(c) Required Inspections and Testing

(1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

DRAINAGE SYSTEM

(a) Required Improvements

(1) Any valley-gutters, ditching, grading or other surface drainage facilities necessary to convey any storm run-off originating from or traversing across the proposed development over the land surface to a point of retention, detention or discharge approved by the City Engineer.

(2) Any catch basin, storm sewer and other sub-surface drainage facilities necessary to convey any storm run-off, originating from or traversing across the proposed development, to a point of retention, detention or discharge approved by the City Engineer, that cannot, in the City Engineer's opinion, be conveyed over the land surface without causing damage to public or private property or without being an unreasonable inconvenience or hazard to a private individual, a group of individuals or the general public.

(b) City Costs

(1) None.

(c) Required Inspections and Testing

(1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

GRAVITY IRRIGATION SYSTEM

(a) Required Improvements

(1) Any pipe, boxes or other appurtenances necessary to convey all irrigation water in underground pipe across the development and any adjacent public property. Irrigation facilities outside an established City irrigation district shall be constructed in an irrigation easement on private property except where it is necessary for irrigation water to cross the public right-of-way and all such crossings shall be perpendicular to the center line of said right-of-way unless otherwise approved by the City Engineer due to some unusual condition.

(b) City Costs

(1) None.

(c) Required Inspections and Testing

(1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

PRESSURE IRRIGATION SYSTEM

(a) Required Improvements

(1) Pursuant to Section 7-8-3 of the City Code, 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 PUD, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or PUD. One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be deeded to the City of Twin Falls before the filing of the final plat for use in the City's pressurized irrigation system.

(2) Pressure irrigations water line and fittings shall be four inch (4") minimum diameter or larger that will transport a flow of water, which will satisfy all irrigation water demands of the development, based upon the computer irrigation water model that the developer's engineer has prepared.

(3) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City Pressure Irrigation water distribution network in accordance with existing sizing guidelines.

(4) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users. One pressure irrigation water service line shall be constructed to each subdivision

lot site at the time the pressure irrigation water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way. One Pressure irrigation water service line tap, irrigation box, and service line shall be constructed for each subdivision lot connected to the City pressure irrigation water system.

(5) The Developer shall be responsible for all costs incurred in designing and installing the pressure irrigation station. This includes the land, pumps, motors, filters, buildings, delivery system to the station from the TFCC head gate, storage pond, Supervisory Control and Data Acquisition (SCADA) system, and power to the station.

(6) All pressure irrigation system plans must be prepared by the Developer's engineer shall be according to the City's standard specifications and drawings. Plans submitted to the City shall be signed by a Professional Engineer for review and final approval, before the City Engineer will sign the plat or approve construction plans.

(7) The Pressure Irrigation System shall be located with in easements, right of ways and/or property deeded to the City of Twin Falls.

(b) City Cost.

(1) None

(c) <u>Required Inspections and Testing</u>

(1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

<u>SPECIAL FEATURES</u>

Pursuant to commitments made by the Developer as conditions of approval of the development, the following special features shall be constructed:

a) Required Improvements

All improvements will be in accordance with the 2017 City of Twin Falls Revisions to the ISPWC or the 2017 ISPWC with the exception of mainline water and pr. irrigation size (to match existing stubs) and installation of the previous Twin Falls Standard C-3A for rolled curb to match existing.

b) City Costs

(1) None.

XIII.

The City and the Developer agree that the sequence of construction shall be as follows unless special approval in writing is obtained from the City Engineer:

1. Erosion and sedimentation controls.
2. Stormwater retention and detention facilities.
3. Waste water sewers and service connections.
4. Waste water manholes.
5. Storm sewers and catch basins.
6. Gravity irrigation pipes and boxes.
7. Pressure irrigation lines, service connections, etc.
8. Water lines and service connections.
9. Gas lines, power lines, telephone lines and cablevision lines.
10. Any other underground improvements that are required.
11. Sub-base preparation for public ways.
12. Gravel base course for public ways.
13. Curb-gutter, valley-gutter and sidewalk.
14. Gravel leveling course.
15. Asphalt paving.
16. Special Features.

XIV.

The Development may be phased as indicated on the attached development plan submitted by the Developer and approved by the City Engineer.

The terms of the basic agreement shall apply individually to each phase shown on the attached plan as though each phase were a separate and independent development providing each phase is begun in the sequence indicated on the development plan.

The two (2) year time limit, (indicated in Section VII of the Agreement) for completing the required improvements shall begin for each phase when the Developer sells a lot or an application or a building permit to construct a building within the phase has been received by the City.

The Developer may cease further development after completing any phase and before beginning the next phase and the basic agreement shall terminate in accordance with Section XVI, of the basic agreement for any undeveloped phases of the development originally proposed in the basic agreement.

XV.

This agreement shall bind the parties hereto, their heirs, successors in interest, and lawful assigns.

XVI.

In the event of a breach of Agreement, or should legal action of any kind be taken to enforce the provisions, hereof, the prevailing party shall be entitled to reasonable attorney fees and costs awarded by the Court.

Attest: CITY OF TWIN FALLS, IDAHO

____________________________ ____________________________

City Clerk Mayor

Developer

Gerald Martens for The Boys and Girls Club of Magic Valley, Inc.

____

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this 26TH day of APRIL, 2019, before me, the undersigned, a Notary Public for Idaho, personally appeared Gerald Martens, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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

____
Notary Public for Idaho
Residing at ~~Twin Falls~~, Idaho
Kimberly

TIM VAWSER
Comm. No. 20181570
NOTARY
PUBLIC
Expires: 08/15/2024
STATE OF IDAHO

CORPORATION

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this ____ day of ________________, 20___, before me, the undersigned, a Notary Public for Idaho, personally appeared ________________________________, known or identified to me (or proved to me on the oath of________________) to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the 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 seal the day and year first above written.

____
Notary Public for Idaho
Residing at Twin Falls, Idaho

PARTNERSHIP

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this ____ day of ________________, 20___, before me, the undersigned, a Notary Public for Idaho, personally appeared ____________________________________, known or identified to me (or proved to me on the oath of_________________) to be one of the partners in the partnership of _______________________________, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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

____
Notary Public for Idaho
Residing at Twin Falls, Idaho

NOTICE OF DEVELOPER'S AGREEMENT

NOTICE IS HEREBY GIVEN, that a document entitled "Improvement Agreement for Developers" (hereafter "Agreement") has been executed and filed with the City of Twin Falls, Idaho, for the following named subdivision:

Golden Eagle Subd. No. 1, Lots 4, 9, 10, 11, 12, 13, and 14.

The Agreement imposes certain obligations upon the developer for the development of the subject property, and upon the developer's heirs, successors in interest and lawful assigns. Details of the conditions and obligations may be found by examining or photocopying the Agreement at the Office of the City Engineer, 321 2nd Avenue East, Twin Falls, Idaho 83301.

CITY OF TWIN FALLS, IDAHO

______________________________ City Clerk

______________________________ Mayor

Developer

Gerald Martens for The Boys and Girls Club of Magic Valley, Inc.

____

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this 26TH day of APRIL, 2019, before me, the undersigned, a Notary Public for Idaho, personally appeared Gerald Martens, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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

____
Notary Public for Idaho
Residing at ~~Twin Falls~~, Idaho
Kimberly

TIM VAWSER
Comm. No. 20181570
NOTARY PUBLIC
Expires: 08/15/2024
STATE OF IDAHO

Date:	Monday, May 20, 2019
To:	Honorable Mayor and City Council
From:	Sergeant Justin Dimond, Twin Falls Police Department

ACTION ITEM

Request:

ACTION ITEM: Request to approve the 2019 Downtown Farmer's Market.

Time Estimate:

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

Background:

Ken Fitzgerald, representing the downtown merchants, has submitted a Special Event Application requesting to hold the Downtown Farmer's Market in the 100 Block of Main Avenue North/West. The Downtown Farmer's Market is scheduled to take place every Saturday morning from June 1, 2019, through October 5, 2019. The hours will be 9:00 a.m. to 1:00 p.m.

There will be multiple activities associated with this weekly event. There will be vendors set up in the parking spaces in the 100 Block of Main Avenue. These vendors will be selling food and other items to include crafts, art, apparel, furnishings, etc. The vendors will be required to pay an entry fee to help cover the expenses of the event. Businesses on Main Avenue will utilize the sidewalk to sell merchandise. As with other farmer's markets, there will also be fruits, vegetables, produce, meat, and dairy products for sale from local farmers.

This event will have entertainment with amplified sound. The entertainment will include sidewalk musicians and, on occasion, live bands. There will also be family friendly activities such as bounce houses, a children's train, and kids' movies being shown at the Orpheum Theater.

There has been an acceptable plan submitted for dealing with trash generated by this event. This plan includes the use of additional trash receptacles and the placement of portable toilets on Main Avenue. The organizers may be required to modify this plan at any time at the request of the City of Twin Falls.

Downtown business owners impacted by this event have been notified and encouraged to participate. The organizers have received written approval from each individual business in the 100 Block of Main Avenue North/West.

This event will require the closure of the 100 Block of Main Avenue North/West every Saturday throughout the summer. The organizers are aware of upcoming events such as the Criterion Bicycle Race scheduled for June 29, 2019. This event will take place on Main Avenue and the Farmer's Market organizers will move the event to the surrounding areas on Shoshone Street.

Approval Process:

Consent of the Council

Budget Impact:

There is no budgetary impact associated with this event.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Relevant City Staff members have reviewed this Special Event Application request. Based on the information provided, Staff recommends that this event be approved.

The Twin Falls Police Department Staff recommends that the on-duty Patrol Supervisor be given the authority to order the event organizers to mitigate the sound of amplified music. If there are continued noise complaints and non-compliance, the on-duty Patrol Supervisor shall have the authority to terminate the event.

Attachments:

None

Date: Monday, May 20, 2019

To: Honorable Mayor and City Council

From: Sergeant Justin Dimond, Twin Falls Police Department

ACTION ITEM

Request:

ACTION ITEM: Request to approve the Crazy Dayz event to be held on June 1, 2019.

Time Estimate:

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

Background:

Kindsey Taylor, on behalf of the Brass Monkey, has submitted a request to hold the Crazy Dayz event on Saturday, June 1, 2019, from 9:00 a.m. to 5:00 p.m. This includes a request to close Main Avenue from Hansen Street to Gooding Street to allow for the festivities.

The event will start promptly at 9:00 a.m. Later at 12:00 p.m., there will be an Old West Shootout sponsored by the Orpheum Theater. This "shootout" will be re-enacted at 3:00 p.m.

There will be a temporary stage located in the 100 Block of Main Avenue West. There will be both live and pre-recorded music throughout the event.

This event is planned to run in cooperation with the Downtown Farmer's Market. There will be multiple vendors and retailers that will place merchandise on the sidewalks for sale. There will be food and alcohol available from these merchants as well.

The organizers have arranged for trash receptacles, dumpsters, and portable toilets to be placed at the event. The event sponsors will be required to provide cleanup in all areas affected by the event, to include outlying areas surrounding the event location. There will be portable toilets provided in different locations throughout the event area.

There will be no alcohol served by event organizers; however, it will be available for purchase from local businesses in the area who are licensed to serve alcohol under the guidelines of their alcohol licenses.

Due to the anticipated large crowd size of this event and the serving of alcohol by businesses on site, the Twin Falls Police Department Staff has recommended that two (2) on-duty police officers be assigned to this event as security. The organizers of the event have agreed to pay for this expense.

Approval Process:

Majority vote of the City Council

Budget Impact:

There will be no budgetary impact from this event.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the City Council approve the Special Event Application submitted for Crazy Dayz based on the information provided.

Attachments:

None

City of Twin Falls
103 Main Avenue East
P.O. Box 1907
Twin Falls, Idaho 83303

Print Form

Alcohol License

Please attach a copy of your state license

Business Name: Duke Capital II LLC State License # 26107

Doing Business As: Twin Falls Holiday Inn

Physical Address: 1586 Blue Lakes Blvd N City, State, Zip Twin Falls ID 83301

Legal Description of Place of Business Lot X Block ____ Subdivision ____

Mailing Address: 1586 Blue Lakes Blvd N City, State, Zip: Twin Falls ID 83301

Contact Person: Tony Forni tony@pacificinns.com Phone # 503-888-3047

Beer:	*Bottled for consumption off the premises only*	*($ 50.00)*	☐
	Bottled for consumption on premises	*($150.00)*	☒
	Bottled for Draught for consumption on premises	*($200.00)*	☒
Wine:	*Retailed Sales for consumption off premises only*	*($200.00)*	☐
	Wine by the Drink for consumption on premises only	*($200.00)*	☒
Liquor:	*Liquor license & fees cover wine license and fees*	*($562.50)*	☐

License expires June 30th Total Fee $ 550-

Applicant is an: Individual ☐ Partnership ☐ Corporation ☐

If a partnership, name all partners:

Name:

Name:

Name:

If a corporation or association, name all officers:

Name: Dr. Derek Duke

Title: Owner

Name:

Title:

Name:

Title:

Name:

Title:

Date of incorporation or organization: August 12,2014 Place of incorporation or organization: Nevada

Principal place of business in Idaho: 1586 Blue Lakes Blvd N, Twin Falls ID 83301

Owner of premises: Dr. Derek Duke

Name of person who will manage business of selling beer at retail: Jodie Young

(If a partnership, all partners must sign)

Signature of applicant

Name: Dr. Derek Duke Birth dat[redacted]

Signature of applicant

Name: Birth date:

Signature of applicant

Name: Birth date:

Signature of applicant

Name: Birth date:

TINA FERNANDEZ
Notary Public-State of Nevada
APPT. NO 18-2601-1
My Appt. Expires 10-24-2020

Subscribed and sworn to before me this 15th day of May, 20 19. Notary Public for ~~Idaho~~ Nevada

Residing at: Las Vegas, NV

Notary Expiration Date: 10/2020

For Questions call 208-735-7245 Click here for the City Code (Title 3 then Chapter 7,8, & 9)

Return completed form to: Deputy City Clerk, City of Twin Falls, 103 Main Ave. East, Twin Falls, ID 83301

CITY STAFF USE ONLY:

Approvals:

Planning and Zoning: Yes ______ No ______

Comments:

____

____

____

____

Police Department: Yes ______ No ______

Comments:

____

____

____

____

City Clerk: Yes______ No ______

Comments:

____

____

____

____

SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

State of Idaho

Idaho State Police

Cycle Tracking Number: 110513

Premise Number: 2T-26107

Retail Alcohol Beverage License

License Year: 2019

License Number: 26107

This is to certify, that Duke Capital II LLC

doing business as: Twin Falls Holiday Inn

is licensed to sell alcoholic beverages as stated below at:
1586 Blue Lakes Blvd, Twin Falls, Twin Falls County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No	
Beer	Yes	$50.00
On-premises consumption	Yes	$0.00
Kegs to go	No	
Restaurant	Yes	$0.00
Wine by the bottle	Yes	$100.00
Wine by the glass	Yes	$100.00
Multipurpose arena	No	
Growlers	No	
TOTAL FEE:		$250.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

DUKE CAPITAL II LLC
TWIN FALLS HOLIDAY INN
77 KITTANSETT LOOP

HENDERSON, NV 89052
Mailing Address

License Valid: 05/07/2019 - 06/30/2019

Expires: 06/30/2019

Director of Idaho State Police

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

ABC FORM NO: ABC 03

05/15/2019
13:06:14

TWIN FALLS COUNTY

Receipt No: 306480

MISCELLANEOUS

Received From: TONY FORNI

Payment Breakdown
Cash & Coin:
Check: #:
Credit Card: 25.00

Received on 05/15/2019

Received For	Cost Each	Quantity	Cost
BEER LICENSE-DRAUGHT,BOTTLEI	25.00	1	25.00
		Receipt Amount:	25.00

extra $ 25. for draught.

Received by: JAME

for: KRISTINA GLASCOCK
County Clerk, Auditor

COUNTY OF TWIN FALLS

City of Twin Falls
203 Main Avenue East
P.O. Box 2469
Twin Falls, ID 83303-2469

05/15/2019 01:33 PM

Duke Capital
000000

Alcohol & Catering Permi t	550.00
Total	550.00
Cash	560.00
Cash Sta	560.00
Change	10.00

Cashier: rsparrow Station: BRNCRD2
Receipt # 02387689

Date: Monday, May 20, 2019

To: Honorable Mayor and City Council

From: Justin Heider, Citizen, Sean Standley, Code Enforcement Coordinator

---

ACTION ITEM

Request:

ACTION ITEM: Justin Heider requesting a change to City Code 9-6-8: Parking Trucks, Trailers, Unused and Inoperative Vehicles.

Time Estimate:

15 Minutes

Background:

Justin Heider has requested the opportunity to address the City Council with a proposed amendment to City Code 9-6-8: Parking Trucks, Trailers, Unused and Inoperative Vehicles.

Mr Heider's email is posted below for your review:

"Recently, I have been given a notice to move my work trailer from alongside my property. My trailer is 14 ft. long. I have parked it there everyday after work for over 3 years without any problems. It moves everyday. It does not effect the street view in any way. Also, recently I have been getting warnings about parking it at job sites when it is not causing any problems or danger to the general public in any way. My concern is that the current code is a dangerous detriment to small business owners, like me, who utilize a utility trailer on a daily basis. It's close proximity to my house and job sites is vital to my ability to work and make a living.

I understand that we do not want to fill our streets with old vehicles that don't run, camper trailers that are parked for extended periods of time, or even multiple or numerous trucks and trailers on one property. However, I am proposing that we allow small business owners in my situation to be able to park their everyday work truck and trailer on the street alongside their property...when line-of-sight and safely is not compromised."

City Code 9-6-8 was last modified in 2014 to address the problem with large tractor and semi-trailers parking on city streets.

The City of Twin Falls receives hundreds of complaints each year for violations of this City Code. Although there are several violations specific to the code, we are not able to provide an exact number of "utility trailer" violations. Here is a breakdown of calls we have received for this code violation:

2017 = 395
2018 = 601
2019 (to present) = 253

As you can see, our citizens do share a concern over these types of vehicles being parked in their neighborhoods.

According to Sean Stanley, the top two complaints we receive from citizens are:

1. Safety Concerns - bicyclists, pedestrians and children veering out into traffic to go around them. Trailers parked to close to driveways and intersections creating sight obstructions for citizens approaching non-controlled intersections and making it difficult for citizens to back out of their driveway.

2. Commercial Trailers in Residential Neighborhoods - citizens do not like looking at trailers scattered throughout their neighborhoods.

Approval Process:

Action would require a majority vote of the Council.

Budget Impact:

Regulatory Impact:

If directed, Code Code 9-6-8 could be modified.

History:

N/A

Analysis:

N/A

Conclusion:

City Staff does not recommend that Council amend City Code 9-6-8: Parking Trucks, Trailers, Unused and Inoperative Vehicles. If the Council chooses to move forward with a proposed amendment, City Staff would recommend a public hearing to insure all interested parties have the ability to provide input.

Attachments:

1. City Code 9-6-8 Parking Trucks, Trailers, Unused and Inoperative Vehicles

9-6-8: PARKING TRUCKS, TRAILERS, UNUSED AND INOPERATIVE VEHICLES:

No person shall park a motor truck of more than one and one-half ($1\frac{1}{2}$) ton capacity or automobile with trailer attached except with the right hand side parallel with the curb and in moving such motor truck or automobile with trailer attached away from curb, it shall be moved forward, and no such motor truck or automobile with trailer attached shall be parked within four feet (4') of another car. No person shall park a motor vehicle of one and one-half ($1\frac{1}{2}$) ton capacity or more, nor shall any person park a motor vehicle which has an overall length of more than twenty two feet (22'), nor shall any person park a trailer of more than one-half ($\frac{1}{2}$) ton capacity upon any street or alley, except for a street or alley located within a manufacturing district within the city, or except while engaged in the actual loading or unloading of passengers or property.

No unused, inoperative or abandoned vehicle shall be parked for a longer period than twenty four (24) hours on any street. (Ord. 3063, 3-3-2014)

Date: Monday, May 20, 2019

To: Honorable Mayor and City Council

From: Jon Caton, Public Works Director

ACTION ITEM

Request:

ACTION ITEM: Request to approve the Fleet Management Consulting Services to Mercury Associates, Inc.

Time Estimate:

5-10 Minutes plus time for Council Questions.

Background:

FY19 Budget includes $100,000 for a Fleet Master Plan and early this year, Staff put together an RFQ to solicit proposals. Two firms responded, Mercury Associates, Inc. and Matrix Consulting Group. Staff reviewed the proposals and Mercury Associates, Inc. was ranked by Staff as the #1 candidate.

The consulting services is an in-depth review of our Fleet Maintenance Program and will take approximately 6-8 months to complete.

The components of the study include:

1. Fleet Management Practices Review
2. Fleet "Rightsizing" study
3. Fleet Replacement Study

The study will be used to support the Strategic Plan, assist Department Leaders in making fleet maintenance/replacement decisions, and will optimize fleet utilization and the dollars invested in Fleet Management.

The contract is $80,336.00 Optional additional services such as: Implementation Plan, Alternative Fuel Vehicles, and Optimal Asset replacement Cycles will be considered at a later time for additional cost.

Approval Process:

Requires Council Approval

Budget Impact:

This Contract is a planned and budgeted expenditure.

Regulatory Impact:

NA

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends awarding the Fleet Services contract to Mercury Associates, Inc. for $80,336.00.

Attachments:

1. Twin Falls-Mercury Associates, Inc. Professional Services Agreement signed by MAI

PROFESSIONAL CONSULTING SERVICES AGREEMENT

This Professional Consulting Services Agreement (the "Agreement") is made this ____ day of May 2019 by and between the CITY OF TWIN FALLS (hereinafter referred to as "Client"), with an address of P.O. Box 1907, Twin Falls, ID 83303-1907 and MERCURY ASSOCIATES, INC., a Maryland corporation (hereinafter referred to as "Consultant"), with an address of 7361 Calhoun Place, Suite 640, Rockville, MD 20855.

In consideration of the mutual promises contained herein, the parties agree as follows.

1. **SERVICES**: Consultant shall perform the services ("Services") described in Exhibit A. Consultant shall perform the Services in a professional and expeditious manner at least consistent with the generally accepted standards of performance of similar fleet management consulting services provided by others in the United States, and in compliance with the requirements and specifications of this Agreement, or as otherwise agreed by Client and Consultant in writing.

2. **TERM**: Consultant shall commence Services on or about May 1, 2019. This Agreement shall remain in effect until such time as the Services described in Exhibit A and any amendments thereto are completed in accordance with the specifications and descriptions set forth in Exhibit A to the reasonable satisfaction of the Client.

3. **COMPENSATION AND PAYMENT**: In consideration of Consultant's performance of Services hereunder, Client shall pay to Consultant the fees ("Fees") detailed in Exhibit A, which include all professional services and travel expenses.

Unless otherwise specified in Exhibit A, Consultant shall invoice for Services on a monthly basis, identifying the percentage of each work plan task described in Exhibit A completed in the prior month, and Client shall pay all invoices within thirty (30) days of its receipt of these invoices.

4. **PERSONNEL**: Consultant represents that it has, or will secure at its own expense, all personnel necessary to perform the Services required under this Agreement. All of

the Services required hereunder shall be performed by Consultant or under its supervision, and all personnel engaged in performing the services shall be qualified to do so. Consultant reserves the right to subcontract for Services hereunder. The personnel scheduled to perform Services hereunder are listed in the Proposal.

5. **INDEPENDENT CONTRACTOR.** Client and Consultant are, and intend to remain, independent contractors and this Agreement shall not be construed to create any joint venture, partnership, business organization or employer-employee relationship. Under no circumstances shall Consultant or any of its employees or subcontractors be deemed an employee of Client. Except as specifically authorized by Client in writing, Consultant shall have no authority to act on behalf of or to bind Client.

6. **CONSULTANT COVENANTS.**

6.1 Services Warranty. Consultant warrants that all Services to be performed hereunder shall be performed in accordance with the professional standards in the automotive fleet management consulting field in the United States. Consultant warrants and represents that Consultant owns or has a license to any intellectual property included in any deliverables or work product produced hereunder and has all rights necessary to deliver and license such materials to Client. Consultant shall comply with all applicable laws, ordinances, rules, regulations and statutes or any governmental agency bearing on its performance of Services hereunder. EXCEPT FOR THE FOREGOING WARRANTIES, CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.2 Insurance. Consultant has general liability, professional liability, automotive liability, and workers' compensation insurance which cover the Services to be provided hereunder. Upon Client's request, Consultant shall provide a certificate of insurance evidencing such coverage, and naming the Client as an additional insured, prior to the commencement of the Services.

7. **CLIENT COVENANTS.**

7.1 Cooperation. Client shall cooperate with Consultant in Consultant's performance of Services, and shall provide timely and expeditious access to Client's facilities, personnel and information and data as may be reasonably necessary for Consultant to complete the Services hereunder.

7.2 Information. Client represents and warrants that all information and data provided by Client to Consultant hereunder is accurate, timely and complete and shall indemnify and hold harmless Consultant from any liability for any breach of this representation and warranty.

8. **OWNERSHIP OF DELIVERABLES.** Consultant shall deliver to the Client all deliverables required to be submitted consistent with the Services described in Exhibit A. All deliverables shall be the property of Client, except to the extent such deliverables contain any "Consultant Intellectual Property" as defined in Section 9 below, which Consultant Intellectual Property shall remain the exclusive property of Consultant and shall be licensed to the Client for Client's authorized use, but not for resale or transfer to third parties without Consultant's prior written consent. All working papers shall remain the property of Consultant. Consultant shall maintain its working papers for a period of three (3) years from the date of execution of this Agreement.

9. **CONFIDENTIALITY; PROPRIETARY INFORMATION.** The parties acknowledge that it will be necessary for each of them to disclose or make available to the other information and material that is confidential, proprietary and/or a trade secret of such party ("Confidential Information"). Confidential Information shall include, but not be limited to, a party's products, software, financial information, business and marketing plans, customers and prospects, business methods and methodologies. Both during and after the Term of this Agreement, each of the parties agrees to use its best efforts to protect the Confidential Information of the other from unauthorized use or disclosure and to use and reproduce the Confidential Information of the other only as permitted under this

Agreement and only as needed to perform its duties hereunder. Each party further covenants and agrees that neither it nor its employees, subcontractors or agents will, directly or indirectly, use any of the other's Confidential Information for its or their own use or the use by any third party. Further, Client acknowledges that Consultant has developed and created its software, business methods and methodologies, business expertise, industry research and client and supplier lists (collectively, "Consultant Intellectual Property"). To the extent Consultant incorporates any of its Consultant Intellectual Property in any deliverables or otherwise discloses any of its Consultant Intellectual Property to Client, such Consultant Intellectual Property shall remain the exclusive property of Consultant and Consultant shall grant a non-exclusive, paid-up right and license to Client for the specific use contemplated hereunder and not for resale or transfer to any third party without Consultant's prior written consent. Each party acknowledges that any breach of their respective obligations and duties under this Section 9 will cause the other party irreparable harm for which monetary damages alone are not sufficient and the non-breaching party shall be entitled to seek all of its remedies at law and in equity, including injunctive relief without the necessity of posting a bond or other security.

10. **INDEMNIFICATION**: Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees and expenses which arise out of the performance of this Agreement and which are due to that party's own negligence or willful misconduct and the negligence or willful misconduct of its respective agents, officers and employees. Further, Consultant shall indemnify and hold Client harmless from and against any claims, demands, actions, damages, liabilities, expenses and fees (including reasonable attorneys' fees and costs) arising from a claim that any deliverable or work product produced by Consultant hereunder infringes any United States patent or copyright. Except to the extent of Consultant's indemnity above, Client shall defend, indemnify and hold Consultant, its directors, officers, employees and agents, harmless from and against any claims, demands, actions, damages, liabilities, expenses and fees (including

reasonable attorneys' fees and costs) arising from or connected with any claim by third parties which are related in any way to the Client's use or implementation of Consultant's deliverables, recommendations and findings.

11. **LIMITATION OF LIABILITY.** Neither party shall be liable for any special, indirect, incidental or consequential damages arising from or related to this Agreement, including, without limitation, loss of use, loss of data, loss of revenues or profits, or failure to realize savings or other benefits, even if the party has been advised of the possibility of such damages.

12. **TERMINATION.** Either party may terminate this Agreement by written notice to the other party upon the breach of any material term or condition of this Agreement by the other party if the breaching party fails to substantially cure such breach within thirty (30) days of its receipt of written notice of such breach. In the event of such termination, Client shall pay the Consultant for all Services performed and tout-of-pocket expenses incurred through the effective date of termination. After such termination, Consultant shall provide a final invoice to Client and Client shall pay such invoice within thirty (30) days of its receipt.

13. **FORCE MAJEURE.** Neither party shall be in default of any of its obligations hereunder by reason of any delay in or failure of such party's performance under this Agreement if such delay or failure results, either directly or indirectly, from acts of God, fire, flood, earthquake, strike or labor unrest, acts of war, acts of governmental agencies or other causes beyond such party's reasonable control. In the event either party's performance is delayed by force majeure hereunder, such party shall be excused from such performance until the cause of the force majeure is removed and the affected party can perform its obligations hereunder.

14. **GENERAL.**

14.1 Assignment. Neither party may assign or delegate any of its rights, duties or obligations hereunder (except for permissible subcontract of specific Services by

Consultant) without the prior written consent of the other party; provided, however, that either party may assign, convey or transfer its interest, rights and duties in this Agreement to an affiliated or parent company which succeeds to substantially all of the business of such party.

14.2 Notices. All written notices, demands or requests of any kind which either party may be required or may desire to serve on the other in connection with this Agreement may be served (as an alternative to personal service) by registered or certified mail or air freight services that provide proof of delivery. Any such notice or demand so served by registered or certified mail shall be deposited in the United States mail with postage and fees thereon fully prepaid, and addressed to the parties so to be served as follows:

If to Consultant: Mercury Associates, Inc.
7361 Calhoun Place. Suite 640
Rockville, MD 20855
Attention: Paul Lauria, President

If to Client: City of Twin Falls
P.O. Box 1907
Twin Falls, ID 83303-1907
Attention: Norm Hatke

Service of any such notice or demand so made by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt. Either party hereto may from time to time, by notice in writing served upon the other as aforesaid, designate a different mailing address, or (a) different or additional person(s) to which or to whom all such notices or demands are thereafter to be addressed. Persons named to receive copies of notices are listed for accommodation only and are not required to be served to comply with service of notice on a party (are required to be served to comply with service of notice).

14.3 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, they are, to that extent deemed omitted. The rest of this Agreement shall remain in full force and effect.

14.4 Waiver. The waiver of either Consultant or Client of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Consultant or Client.

14.5 Third Parties. The Client and the Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

14.6 Governing Law; Remedies. This Agreement shall be construed and interpreted pursuant to the laws, but not the rules related to choice of law, of the State of Idaho. No remedy provided hereunder is intended to be exclusive of any other remedy, and every remedy shall be cumulative and shall be in addition to every other remedy existing at law or in equity.

14.7 Costs of Enforcement. The prevailing party in any legal proceedings brought by or against the other party to enforce any provision or term of this Agreement shall be entitled to recover against the non-prevailing party the reasonable attorneys' fees, court costs, and other expenses incurred by the prevailing party.

14.8 Entire Agreement. This Agreement, including any Exhibits referenced herein and attached hereto, is the complete and exclusive agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, promises, proposals, representations and warranties, oral or written with respect to the same subject matter. Any change, alteration or modification to this Agreement must be in writing and signed by both the Client and the Consultant.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the respective dates set forth below.

CONSULTANT:	**CLIENT:**
MERCURY ASSOCIATES, INC.	CITY OF TWIN FALLS
By: Paul T Lauria	By: ______________________________
Paul T. Lauria, President	Shawn Barigar, Mayor
Date: ______5/8/2019_____________	Date: ______________________________

EXHIBIT A

SCOPE OF SERVICES

TASK 1: CONDUCT A FLEET MANAGEMENT PRACTICES REVIEW

In this component of the project, we will review, evaluate, and identify opportunities to improve MS' (and, as appropriate, other City agencies') business practices in roughly 40 specific areas of fleet management. The ultimate goal of this review will be to identify where and how the City can improve the performance (e.g., availability, reliability, safety, sustainability, etc.) and reduce the costs of its fleet itself and of its management.

In conducting this study, we will utilize information collection and analysis techniques that fall into two broad categories: quantitative performance measurement and benchmarking, and business process mapping and gap analysis. Having conducted consulting projects for more than 600 organizations, our consultants understand both the importance of, and the best techniques for, collecting information efficiently and with minimal disruption to day-to-day work activities. The primary techniques we use in a fleet management practices review like this one to collect information on, and evaluate strengths and weaknesses in, current business practices are the following.

Written Information Request. We begin by providing detailed checklists specifying the types of documentary material (e.g., organization charts, position descriptions, policy and procedure statements, etc.) and quantitative data (e.g., work order and fuel transaction data, meter readings, etc.) we would like to review. This request will serve not only as a guide for the City to follow in assembling information for our review, enabling our project team to "hit the ground running" once we come on site, but actually constitutes the start of the evaluation process itself. This is because the availability or lack thereof of key information on the fleet and fleet management business processes provides us with initial insights into the soundness of those processes. For instance, the existence of formally documented standard operating procedures indicates that an organization has been proactive in defining how key fleet management activities are to be performed, while the lack of such SOPs may indicate a lack of sufficient structure, clarity, and accountability in some areas of fleet management.

Interviews and Focus Group Sessions. Face-to-face interviews and focus group discussions are staples of this type of evaluation. We typically interview an array of officials and employees involved in both the management and the operation/utilization of the fleet in order to gain insights into current perceptions of and levels of satisfaction with both the provision and consumption of fleet resources. We also frequently interview officials in organizational units whose activities affect fleet management practices only indirectly, such as those involved in budgeting and financial management, procurement, risk management, human resources management, and information technology administration and support.

Site Visits. No amount of second-hand information can substitute for first-hand inspection of facilities and vehicles, and observation of day-to-day work activities.

Simply walking through a maintenance facility and yard and observing the number, condition, and appearance of vehicles waiting for service and/or waiting to be picked up by customers; the layout, age, condition, orderliness, and cleanliness of the facility; and the general level of employee activity all provide clues about the performance of a fleet management organization that give direction to our interviews, process mapping, and data analysis efforts.

Performance Measurement and Benchmarking. Data availability permitting, we employ quantitative performance measurement techniques in every management review we conduct, interpreting the resulting performance statistics using suitable internal and industry (if available and relevant) benchmarks. In addition to serving as a valuable diagnostic tool that helps us home in on potential problem areas and avoid devoting unnecessary time and attention to areas in which current practices are strong, performance measurement adds objectivity and consistency to our evaluation, and hence, credibility to our findings and conclusions.

Business Process Mapping and Gap Analysis. The other key method we use to evaluate fleet management practices and identify opportunities to improve quality and lower costs is process mapping and gap analysis. This involves ascertaining 1) if and how specific management and operating processes are formally *defined*; 2) the soundness of their *design* – e.g., their logic, thoroughness, compliance with applicable regulations, responsibility and authority for execution, and so forth; 3) their *consistency* with industry best practices; and 4) the nature of their actual *execution*, which is a function of how they are communicated (e.g., through a policy and procedure manual) and how employees are held accountable for following them.

We gain these insights primarily from the review of documentary material such as policy and procedure statements and the conduct of interviews and focus group sessions. In order to ensure that we cover each functional area of fleet management thoroughly, we employ a detailed *Business Process Evaluation Guide* that allows us to gauge the soundness of current practices in each area of endeavor. This typically is the most labor-intensive, but also the most revealing, aspect of any best management practices assessment.

Based on the results of our evaluation, we recommend improvements that typically have both strategic and tactical dimensions. While the majority of these usually relate to the reengineering of existing in-house business processes, we also may recommend changes to the current mix of in house-performed and outsourced services, organization structures and staffing levels, fleet-related infrastructure and management information systems, and other conditions that affect overall fleet performance and costs, such as fleet size, composition, and age.

Our approach to conducting the evaluation of the City's fleet management practices will be *inclusive*, *interactive*, and *results oriented*. Our ultimate goal as management consultants is for our clients to improve their fleet management practices by taking action on our recommendations. This requires that the recommendations be practical and appropriate to the challenges and opportunities facing a specific organization at a specific point in time. It also requires that stakeholders not only understand the analytical methods, findings, and conclusions on which such recommendations are based, but actually take *ownership* of proposed organizational, business process, and other changes. This requires, in turn, that we continuously interact with and secure the cooperation and confidence of an array of stakeholders both within the Maintenance Shop and in other organizational units. We will accomplish this through a combination of regularly scheduled progress meetings in which we brief appropriate City officials on project progress and preliminary findings, conclusions, and recommendations, and brief written progress reports.

Task 1.1: Initiate and Manage the Project

This task applies to all three components of the project, not just Task 1. We will start the project with a formal kick-off meeting whose primary objectives will be to introduce the key members of the City and Mercury Associates project teams to one another and to confirm both parties' understanding of key study parameters including but not necessarily limited to project goals and objectives, scope, timeline, critical success factors, and deliverables. We also will discuss logistical procedures such as key points of contact and work location when members of our project team are on site in Twin Falls.

A key ingredient of an effective project management approach is periodic written progress reports. We want to ensure that the City is afforded regular opportunities to discuss the status of the project with us and to raise any questions or concerns relating to our progress toward achieving its expected outcomes. To this end, we will submit a brief progress report on a monthly basis, recapping the work accomplished to date. The written progress reports will be integrated with our monthly invoices. We also can conduct periodic conference calls, if desired, with appropriate City officials to discuss such things as obstacles to study progress or desired outcomes encountered, and preliminary findings and recommendations being considered.

Task 1.2: Collect and Review Information

Prior to kicking off the review, we will provide MS with two written information requests. The first of these will be an MS *Word*-based checklist which identifies the documentary material that we would like to obtain to conduct the review. The checklist will be organized by functional area of fleet management to be reviewed, as outlined in Task 1.4 below. We will request that MS return a completed checklist with available documentary materials. This way, we will have a clear record of what types of information were – or were not – available for our use in conducting the study. If necessary, we can set up a cloud-based SharePoint portal to facilitate the City's transmission of materials to our project team.

Examples of the materials we will request include:

- Pertinent sections of fleet management-related operating budgets and associated actual expenditures for the last two fiscal years;
- Organization charts and personnel rosters;
- Position descriptions;

- Policy and procedure statements;
- Commonly used recordkeeping forms and management reports;
- Previously prepared consulting and/or audit reports; and
- Sample bid/proposal solicitation specifications, contracts and purchase order, and supplier vendor invoices.

Our second information request will be in the form of an MS *Excel* spreadsheet that specifies certain pieces of information we would like to obtain for each asset in the City's fleet for a recently completed 12-month period. Examples of the quantitative data we will request for each asset include year, make, model, serial number (VIN), City ID number, class code and description, user agency name, in-service date, original purchase price, life-to-date maintenance and repair cost, recent current meter reading and meter reading date, utilization during the 12-month period, maintenance and repair costs during the same period (broken out by in-house labor hours and costs, in-house parts costs, and outside vendor charges), and gallons of fuel consumed during the same period.

Please note that our proposed level of effort for this task assumes that the City will be able to furnish these data to us in either *Excel* or flat files capable of being imported to *Excel* in the format specified in the abovementioned *Excel*-based data collection template. It also assumes that these data will be substantially accurate and complete, requiring minimal data cleansing or normalization by our project team. While we do not anticipate that this will be a problem, we do have consultants who can assist City personnel in writing queries, extracting data, and cleansing data prior to analysis, if necessary, *for an additional fee*.

We will review all of the material and data provided in order to develop a preliminary understanding of strengths and weaknesses in current fleet conditions and management and operating practices, as well as in mapping and evaluating fleet management policies, procedures, and practices in a later task.

Task 1.3: Analyze Data and Benchmark Conditions and Performance

We will use the quantitative data collected in the previous task to begin the process of analyzing current fleet-related conditions, costs, and performance levels in the City. Analysis results will help us flag specific fleet management activities in which opportunities for cost reduction and/or performance improvement appear to exist, which we can then scrutinize during the process mapping and evaluation task of this study component.

Subject to the availability of accurate and detailed data, we will calculate statistics for current fleet management activities and the fleet for several key performance indicators – quantitative measures of efficiency and effectiveness. We will interpret these statistics by comparing them against established industry standards, benchmarks, and/or peer survey results, where available, or against internal benchmarks such as averages by vehicle, vehicle class, employee, facility, job site, and organizational unit. We will incorporate the results of our data analyses in the development of findings and recommendations in specific areas of fleet management practice in the next task.

Task 1.4: Evaluate Fleet Management Business Practices

We will review current conditions, resources, and business practices in several dozen functional areas of fleet management and operation. The results of this evaluation will serve as the foundation for developing specific recommendations for reengineering or upgrading current organizational structures, staffing levels, infrastructure, and/or business processes so as to reduce the costs and/or improve the quality and effectiveness of both fleet management activities and the vehicles and equipment themselves that comprise the City's fleet.

As discussed earlier, we will evaluate current practices using standard business process mapping and gap analysis techniques aimed at first defining and then identifying strengths and weaknesses in specific functional areas. We will utilize a detailed business process evaluation checklist that we have developed and refined over more than 30 years of conducting best management practices reviews to ensure the thoroughness of our review.

We will determine *how* processes currently are performed through a combination of documentation review, employee interviews, focus group meetings, and site visits. In doing this, we fully understand that the way City employees are *supposed* to perform certain activities and the way they *actually* do so are not necessarily same. Thus, we will assess the adequacy of both the *definition*, as expressed in regulations, rules, policies, procedures, forms, etc. and the *execution* of fleet management processes in accordance with these requirements and guidelines.
We will determine *how well* business processes are defined and executed by assessing:

1. Their *intrinsic soundness* (e.g., the clarity and logic with which they are documented, the way they are communicated to employees, and the manner in which they are enforced);
2. Their *consistency with industry best practices* which we have observed, and in many cases defined, through our project team's combined decades of professional fleet management, consulting, public speaking, writing, and training experience; and
3. Their *results*, as reflected in the quantitative measurement of costs and performance levels in the previous task, and in the satisfaction levels of management officials, fleet management employees, and fleet users.

In evaluating the strengths and weaknesses of current fleet management practices, our ultimate objective will be to advise the City as to how these practices can be improved. Consequently, our evaluation approach will not seek to merely differentiate good practices from bad, but to identify the factors unique to Twin Falls – whether political, organizational, managerial, operational, administrative, fiscal, technological, educational, or other – that explain why some practices are strong and others weak. This will allow us to develop recommendations for improvement that are not generic or academic in nature, but of *direct applicability* to the needs, objectives, conditions, and capabilities of the City.

The fleet management business practices we will evaluate in this task, subject to modification in consultation with the City, if necessary, during contract negotiation, include the following:

Asset Allocation and Utilization Management

1. Asset requirements definition
2. Acquisition alternatives analysis (e.g., rent v. own) and decision making
3. Asset utilization measurement and exception management

Asset Acquisition and Disposal

4. Purchase specifications development, bid solicitation, and asset/supplier selection
5. Purchase/lease/rental contract establishment and management
6. Asset commissioning (including upfitting)
7. Asset decommissioning and remarketing/disposal

Driver/Operator Management

8. Operator qualifications and licensing management (MVR checks, substance abuse testing, etc.)
9. Operator training and discipline
10. Vehicle safety management
11. Accident management

In-House Asset Maintenance and Repair

12. Pre-/post-trip inspection and defect reporting
13. Preventive maintenance program design and execution
14. Work planning and scheduling
15. Service writing and job assignment
16. Technician supervision and work quality assurance
17. Warranty, recall, and campaign management

In-House Maintenance and Repair Parts Management

18. Insourcing versus outsourcing determination
19. Supplier selection, contract establishment, and performance management

20. Inventory and ad hoc parts procurement
21. Parts requisitioning and disbursement
22. Inventory management and control

Outsourced Maintenance and Repair Management

23. Insourcing versus outsourcing determination
24. Contractor/vendor selection, contract establishment, and performance management
25. Service requisition and authorization and transaction administration

Fleet Fueling

26. Supplier selection and contract establishment
27. Bulk fuel procurement
28. Bulk fuel inventory management and control
29. Fueling facility operation and maintenance
30. Commercial fuel transaction/credit card program management (if applicable)

Fleet Management Resources Management

31. Maintenance Shop organization structure and staffing
32. Employee training and professional development
33. Maintenance and fueling facility location, design, construction, and utilization management
34. Facility housekeeping, maintenance, and regulatory compliance
35. Safety management

Fleet Management Information Management

36. Management information system functionality, configuration, deployment, and maintenance
37. Management reporting and ad hoc management analysis

Fleet Cost and Financial Management

38. Budgeting
39. Cost charge-back rate development and customer billing

Fleet Service Delivery Management

40. Transaction-based communication

41. Operator/customer agency satisfaction measurement
42. Customer agency relationship management

Our evaluation of conditions and/or practices in each of the above areas will focus on identifying opportunities to improve management and operating effectiveness and/or reduce costs, as appropriate.

Task 1.5: Present Findings and Recommendations

We will document our findings and recommendations in a written report. This document will recap how we conducted the best practices review, what we found in terms of strengths and weaknesses of current fleet management conditions and practices (this section will be organized by functional area based on the content of the above checklist), and what we recommend the City do to improve fleet performance, reduce fleet costs, and improve fleet management program efficiency and effectiveness.

We will submit this report to MS in draft form for review and comment and make revisions, as necessary, based on written feedback received. We will provide the City with a reasonable number of bound copies of the final report (if desired), along with one camera-ready copy in electronic form.

In addition to documenting study results in a final report, we will conduct one formal presentation of our findings, conclusions, and recommendations to MS, fleet user organization, and other appropriate City officials. We will develop an MS *PowerPoint* presentation for this purpose.

At the City's option, we also can conduct a formal presentation of this and other project component results to the City Council for an additional fee.

TASK 2. CONDUCT A FLEET RIGHTSIZING ANALYSIS

The goal of this component of the project is to ensure that City agencies have the right types and quantities of vehicles and equipment to meet their current operating and service delivery needs.

Task 2.1: Collect Data

We will begin by identifying any types of assets that the City wishes to exclude from the rightsizing study. This typically includes marked law enforcement vehicles, other emergency response/public safety vehicles such as ambulances and fire trucks, and one-of-a-kind units that are vital to City operations and cannot be rented commercially on an as-needed basis.

We will then provide the City with a Microsoft *Excel*-based template to assist it in assembling data we will require to analyze the utilization of and business need for the remainder of the units in the fleet. These data include, by asset, VIN, license tag or other unique City identification number, year, make, model, vehicle type, original purchase price, in-service date, meter type (odometer or hour meter), recent meter reading, meter reading date, usage (in miles or hours), maintenance and repair costs, and gallons of fuel consumed in each of the *two* most recent calendar or fiscal years.[1] Our proposed level of effort and fees for this subtask are based on the assumption that these data are readily available from the City's fleet management information system and will be provided to us in a single *Excel* file in the format specified in the data collection template.

Task 2.2: Identify Potentially Underutilized Assets

We will perform statistical analyses of asset utilization data assembled in the previous task. The purpose of these analyses will be to identify those assets in the City's fleet that, based on available usage data, should be investigated for possible reassignment to an existing or newly created motor pool, eventual replacement with a different type of asset, or removal from the fleet either immediately or at the end of the service life of the current asset. We will stratify the assets in the fleet inventory by user agency, asset class or type, and, data availability permitting, asset domicile or primary parking location. We will calculate various statistics on usage levels by asset class and, based on the findings of these analyses, we will recommend the annual usage level for each group which should serve as a threshold for separating assets that clearly should be retained in the fleet from those that require more detailed investigation and possible elimination.

For instance, if we find that the mean annual usage of a particular type of vehicle is 5,000 miles per year and that the standard deviation from the mean is 5,000 miles, this would suggest that the use of this type of vehicle is highly variable. This would argue in favor of performing more detailed investigations of a smaller percentage of the vehicles in this group – say, all vehicles whose annual usage is 50 percent or less of the mean annual usage (i.e., 2,500 miles or less per year) – than if the standard deviation were small – in which case we might recommend studying in greater detail a larger percentage of the vehicles in the group – say, all vehicles whose mean annual usage is 75 percent of the mean (or about 4,000 miles per year). We will submit our recommendations regarding the thresholds that should be used for each vehicle and user agency to the City for discussion and approval before proceeding.

Task 2.3: Survey Users of Potentially Underutilized Assets

In order to decide whether individual assets whose usage falls below the pertinent threshold should be retained as is, reassigned to a shared pool, or removed from the fleet, we will develop additional information on their use and the business need for them using a Web-based questionnaire. The types of information we will develop for each asset in this survey group include the following:

[1] To the extent that these data are secured in Task 1.2 of the Fleet Management Practices Review, we will not ask for them again here.

Frequency and timing of the asset's use

- Typical times of use, including evening and weekend hours
- Seasonality of use
- Ability to predict and manage when the asset is used

General requirements for the asset's use

- Typical number of passengers
- Types of passengers (e.g., City employees, VIPs, arrestees/inmates, etc.)
- Criticality to the user's job performance of the asset's reliability

Special characteristics of the asset's usage requirements

- Need to respond to emergency calls and frequency and timing of such calls
- Vehicle appearance (e.g., presence of City decals and other markings)
- Need for auxiliary equipment (e.g., light bar, radio, mobile data terminal, ladder rack, tool box, storage bins/cabinets, security cage, etc.)
- Security of asset and its contents
- Need to transport materials, tools, and/or equipment that are not easily removed from the asset so that someone else can use it

Location of the asset's use

- Proximity of the asset user to other City employees with whom the asset might be shared
- Proximity of the user to potential motor pool locations or a commercial vehicle/equipment rental facility
- Variability in the user's work place locations and travel destinations (i.e., predictability as to where and when the asset will be available for use by others)
- Viability of alternative transportation options such as alternative fuel use, alternative propulsion systems, and future transportation options.

User's rating of the asset's importance to his/her/the organization's job performance

We will draft the questionnaire and submit it to appropriate City officials for review and approval and make changes where necessary based on feedback received. We will post the survey on-line for approximately three weeks and provide periodic updates on its status so that follow-up calls can be made to departments whose completion of questionnaires for their particular assets is lagging. In order to ensure a high response rate, we recommend that MS arrange to have each of its customer agencies that is asked to complete a questionnaire for one or more of the assets assigned to it to designate a single point of contact (POC) to be responsible for ensuring that the users of those vehicles log on to and complete the on-line survey form by an agreed-upon deadline. We will provide MS with regular status reports on the completion of the survey to assist it in following up with the POCs of any agencies whose completion of their questionnaires is lagging.

Task 2.4: Earmark Assets for Reassignment or Removal from the Fleet

Once user agencies have completed the on-line survey, we will review the data for each surveyed asset for completeness (following up where necessary with agency points of contact to obtain missing data) and then analyze the data in order to identify specific assets that we believe should be reassigned to one or more shared (agency-specific or City-wide) pools or removed from the fleet. We also will identify assets included in the survey that we believe could be replaced with a more suitable or economical type of asset.

Upon completing these analyses, we will confer in face-to-face meetings or by teleconference with all City agencies to review and solicit feedback on our findings and recommendations regarding the disposition of specific assets in their possession. The objective of these meetings will be to review and discuss the reasonableness and acceptability of our survey findings and recommendations in light of considerations such as the following:

- Any special operating practices or circumstances that account for the low usage of the assets earmarked for reassignment or disposal; and
- Recent and/or anticipated changes in the organization’s size, mission, work methods, staffing levels, or other operating needs and parameters that might mitigate some of recommended reductions to their fleet.

On the basis of these discussions, we will finalize our recommendations regarding changes in asset assignments that will adjust the size and composition of the fleet to a more cost-effective configuration.

Task 2.5: Quantify Cost Savings

To the extent that available data permit, we will quantify the immediate and recurring cost savings associated with implementing our recommended changes to current vehicle and equipment assignments and overall fleet size and composition.

Task 2.6: Present Findings and Recommendations

We will document our findings and recommendations in a formal written report. This document will recap how we conducted the study and what we found in terms of specific fleet rightsizing and asset right typing opportunities and associated cost savings.

We will submit this report in draft form for review and comment and make revisions, as necessary, based on written feedback received. We will provide the City with a reasonable number of hard copies of the final report (if desired), along with one camera-ready copy in electronic form.

In addition to documenting the results of this component in a final report, we will conduct one informal presentation of our findings, conclusions, and recommendations to MS, fleet user organizations, and other appropriate City officials. We will develop a Microsoft

PowerPoint presentation for this purpose.

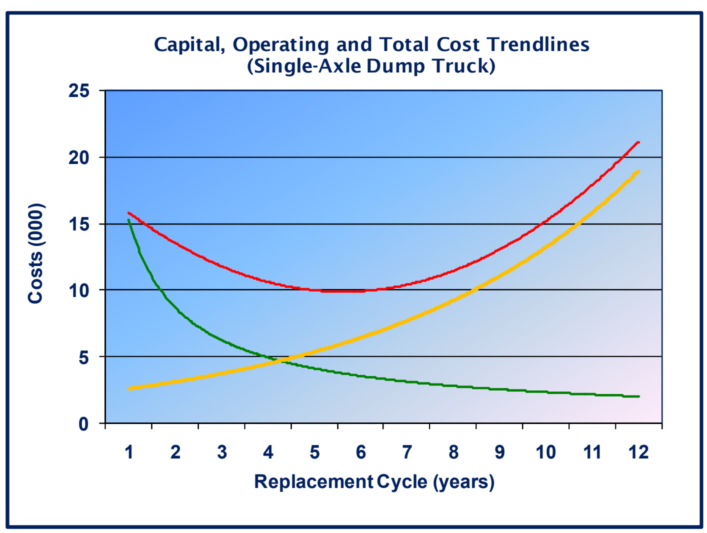
At the City's option, we also can conduct a formal presentation of this and other project component results to the City Council for an additional fee.

TASK 3. CONDUCT A FLEET REPLACEMENT ANALYSIS

In our experience, one of the most important things a fleet owner can do to promote the cost-effective performance of its fleet is to have an effective fleet replacement program. This requires, in turn, an effective capital financing program since different financing approaches have different impacts on an organization's budget and the use of some financing methods actually discourages organizations from replacing their fleet assets in a timely manner. In this component of the project we will review the City's current replacement practices and identify opportunities for improvement. This includes an optional task of identifying the optimal replacement cycle for key types of assets in the fleet.

The central task of this component is the development of a multi-year replacement plan for the City's fleet which identifies the future replacement dates and costs of *every* individual asset in the fleet. We will develop this plan using a proprietary computer program called *CARCAP™* (*Capital Asset Replacement Cost Analysis Program™*). This plan will provide the foundation for 1) assessing the appropriateness of the current age of the fleet and the adequacy of current and recent replacement funding/spending levels; and 2) quantifying the costs and fiscal impacts of alternative methods that the City could use to finance the replacement of the fleet, such as outright cash purchases and a lease-purchase (i.e., debt financing) program, in the future. The work of this task will incorporate the findings and recommendations regarding fleet rightsizing developed in Component 2 of the project if the City elects to have us perform that component.

A widely held principle of fleet management is that vehicle replacement practices have a significant impact on fleet costs and performance. These impacts result from the fact that the total cost of ownership (TCO) of any type of vehicle or piece of equipment does not remain constant over time. Rather, it is high when a vehicle is new, diminishes steadily for some period of time until it reaches a minimum, and then increase steadily thereafter. Graphically speaking, the total cost of ownership of a vehicle takes the shape of a "U". This is illustrated in the graph at right, taken from a lifecycle cost analysis that Mercury Associates performed of a particular type of truck in the public works fleet of a mid-sized US city.



The implication of this principle is that organizations that keep vehicles and equipment in their fleet beyond the point at which their TCO is at or near a minimum – that is, near the bottom of the U-shaped curve – incur higher than necessary costs. Accordingly, increasing the frequency of vehicle replacements and reducing average vehicle age lowers vehicle and fleet costs – assuming that vehicles are not already being replaced at or near the point at which their TCO is at a minimum.

Mercury Associates professionals has been conducting vehicle and fleet replacement studies since the 1980s (i.e., at other consulting firms, long before Mercury was founded). We have conducted such studies for many of the largest cities and counties in the US, along with countless other public and private-sector organizations. These studies have consistently found that the average age at which vehicle TCO is minimized in a local government fleet – taking into account the wide variety of asset types, from mowing equipment to passenger cars to police patrol vehicles to refuse collection and fire trucks, that comprise such fleets – is approximately 8 to 9 years. This means that, at any given time, the average age of all the assets in such a fleet should be approximately half the average replacement cycle, or 4 to 4.5 years.

A significant disparity between the amount that the City should be and may actually be spending on fleet replacement would beg a question: If there is a large gap, how does the fleet continue to function? The graph shown above provides the answer. Many cities trade low fleet capital costs for high fleet operating – maintenance, repair, and fuel – costs, including high *indirect* costs resulting from increased vehicle downtime, reduced vehicle reliability and safety, and reduced employee productivity. In addition, these entities usually have more vehicles in their fleets than are necessary to meet their business needs, since more spare vehicles are needed in an old fleet than a young one to ensure a given level of vehicle availability. Consequently, modernizing a fleet not only reduces direct fleet operating costs but permit an organization to reduce the size of its fleet as a result of improvements in vehicle reliability and reductions in vehicle downtime. These types of costs – and cost savings – may be difficult to pinpoint in specific departments' line-item budgets, but they are real costs to taxpayers nonetheless.

Our experience performing many fleet replacement studies over the last 30 years suggests that the sum of the *incremental* capital and operating costs of an old fleet (to say nothing of the indirect operating costs) usually far exceeds the costs that the owner of that fleet avoids by replacing its fleet assets too infrequently. This means that increasing fleet replacement spending usually will more than pay for itself by reducing fleet operating expenses.

Given this premise, we will perform the following tasks in this component of the project:

1. The determination of the optimal replacement cycles for selected types of vehicles in the City's fleet (optional);
2. The development of a multi-year fleet modernization plan that predicts future asset replacement dates and costs by year, by vehicle, by agency, and for the fleet as a whole; and

3. The determination of fleet replacement funding (budgetary) requirements under selected capital financing approaches, including a replacement reserve fund, outright cash purchase, and tax-exempt lease purchasing (debt financing).

Task 3.1: Determine Optimal Vehicle Replacement Cycles (optional)

The economic principles of vehicle lifecycle costs which should underpin any organization's replacement planning, financing, and funding practices were discussed above. Historically, many organizations developed replacement guidelines loosely based on these principles; that is, in an informal manner based on such things as past practices, input from fleet maintenance and repair personnel and vehicle operators, a comparison of replacement practices with peer organizations, and the amount of funds typically available for vehicle replacement purchases from year to year.

However, best-practice fleet management organizations develop replacement cycle guidelines empirically using lifecycle cost analysis (LCA) techniques. These involve modeling the stream of costs associated with acquiring, operating, and disposing of a particular type of vehicle over a range of possible replacement cycles, and identifying the cycle that will result in the lowest total cost of ownership. While it usually is impractical to perform such analyses for every type of vehicle in a fleet, it is not uncommon to do so for selected types of assets. Such analytical results obviously improve the precision of forecasts of future fleet replacement costs, especially when they are done for types of vehicles of which there are many in a fleet. However, their primary value is in quantifying potential cost savings and thus providing the "business" rationale for implementing an effective fleet replacement program that lies at the heart of controlling a fleet's total cost of ownership.

In this *optional* task, we would identify optimal replacement cycles for certain key types of vehicles in the City's fleet, selected in consultation with the MS and other appropriate officials such as representatives of its key customer agencies.

Once the types of assets to be analyzed have been selected, we would provide MS with an information request. Most of the information we require would be vehicle-specific information for *each* of the vehicles in the fleet of the types selected by the City to be analyzed. This includes vehicle identification information and up to *three* years' worth of utilization, fuel consumption (gallons or gallon equivalents and cost), and maintenance and repair cost data. We will provide MS with a Microsoft *Excel*®-based data request to facilitate the assembly of this information for our use. Please note that our proposed level of effort and cost for this task assumes that the Shop would deliver all requested data to us in *Excel* files.

Once we have received the requested data, we would perform various statistical analyses to "scrub" (as necessary) and normalize them. This includes things like removing obvious outliers and adjusting historical costs for inflation and changes in MS internal maintenance technician labor rates. We would then use these data as the basis for estimating changes in each type of asset's capital and operating costs as a function of changes in its age and accumulated usage.

The costs we would include in the optimal replacement cycle analysis for each type of asset are the principal direct costs associated with owning and operating any type of vehicle or piece of equipment: capital (purchase and upfitting), maintenance and repair, and fuel costs. If they are believed to be material to the analysis, we also can include other costs such as those associated with downtime, decommissioning, and/or remarketing.

We would estimate asset capital costs based on projections we develop of the fair market value of the vehicle at the end of each year (i.e., alternative replacement cycle) included in our analysis, taking into account both age and accumulated usage. These are estimates of true capital cost, not straight-line or accelerated depreciation such as organizations compute for financial reporting or income tax liability determination purposes. The basis for our estimates would be regression equations we develop for each type of vehicle using information gleaned from several possible sources including used vehicle sale results for City vehicles (if available); used vehicle value estimates, sales prices, and auction results published in a variety of industry sources such as ALG, Black Book, Manheim Market Reports, and Ritchie Brothers; and the results of similar analyses we have conducted for several other city and county government fleets.

We would estimate asset maintenance and repair (M&R) costs using multiple regression equations derived from the City's historical utilization and maintenance and repair cost data for these types of assets. We would estimate vehicle fuel costs based on the fuel efficiency rates of the types of vehicles being analyzed (again, using actual City fuel cost data, if available) and the City's current average cost per gallon of fuel (unleaded regular gasoline or diesel, as appropriate). We also would include an annual fuel efficiency degradation factor to reflect the fact that vehicles become somewhat less fuel efficient as they age and the fact that keeping assets in a fleet for a long time deprives the City of gains in fuel efficiency made possible by advances in vehicle design and construction.

We would utilize the data provided by MS along with information on vehicle residual values gleaned from appropriate industry sources to perform equivalent annual cost analyses for each vehicle type and identify the replacement cycle that results in the minimum total cost of ownership. We perform these analyses using Mercury's proprietary program developed for this purpose, *ORCA™* (*Optimal Replacement Cycle Analyzer™*). A sample optimal replacement cycle analysis for the type of dump truck whose costs were shown graphically earlier in this proposal can be seen in the table on the following page. The results of this analysis indicate that this type of vehicle's total cost of ownership is at a minimum under a replacement cycle of 8 years. In contrast, if these vehicles are replaced every 12 years (which was the organization's *de facto* replacement cycle for this type of truck at the time of our study), the increase in average annual operating cost, before adjusting for inflation, would be more than $8,000 per vehicle per year. This table on the next page illustrates the type of analysis we would perform for the selected types of vehicles in Twin Falls fleet. The costs of performing optimal replacement cycle analyses generally range from $5,000 to $8,000 per asset type, and our clients who exercise the option of having us perform them typically select three to five key types of assets in their fleets for analysis.

Sample Optimal Replacement Cycle Analysis
(Single-Axle Dump Truck)

Replacement Cycle in Years:	1	2	3	4	5	6	7	8	9	10	11	12
Accumulated mileage at replacement	3,865	7,730	11,595	15,460	19,325	23,190	27,055	30,920	34,785	38,650	42,515	46,380
CAPITAL COST												
Projected Residual Value	$ 71,187	$ 58,625	$ 50,250	$ 46,062	$ 41,875	$ 39,362	$ 36,850	$ 34,337	$ 31,825	$ 29,312	$ 26,800	$ 24,287
Annual Depreciation	$ 12,562	$ 12,562	$ 8,375	$ 4,187	$ 4,187	$ 2,512	$ 2,512	$ 2,512	$ 2,512	$ 2,512	$ 2,512	$ 2,512
Total Annual Capital Cost	$ 12,562	$ 12,562	$ 8,375	$ 4,187	$ 4,187	$ 2,512	$ 2,512	$ 2,512	$ 2,512	$ 2,512	$ 2,512	$ 2,512
OPERATING COST												
Annual Maintenance and Repair Cost	$ 171	$ 551	$ 1,106	$ 1,828	$ 2,718	$ 3,778	$ 5,015	$ 6,434	$ 8,044	$ 9,853	$ 11,871	$ 14,109
Annual Fuel Cost	$ 2,380	$ 2,476	$ 2,576	$ 2,679	$ 2,787	$ 2,900	$ 3,017	$ 3,138	$ 3,265	$ 3,396	$ 3,533	$ 3,675
Total Annual Operating Cost	$ 2,551	$ 3,027	$ 3,681	$ 4,507	$ 5,505	$ 6,678	$ 8,031	$ 9,572	$ 11,308	$ 13,249	$ 15,404	$ 17,784
TOTAL ASSET COST												
Annual Total Cost	$ 15,113	$ 15,589	$ 12,056	$ 8,695	$ 9,692	$ 9,190	$ 10,544	$ 12,084	$ 13,821	$ 15,761	$ 17,916	$ 20,297
NPV of Cumulative Annual Total Cost	$ 14,258	$ 28,132	$ 38,255	$ 45,142	$ 52,384	$ 58,863	$ 65,875	$ 73,457	$ 81,638	$ 90,439	$ 99,877	$ 109,964
Equivalent Annual Cost	$ 14,686	$ 14,702	$ 13,524	$ 12,144	$ 11,438	$ 10,866	$ 10,573	$ 10,464	$ 10,485	$ 10,602	$ 10,794	$ 11,047

Task 3.2: Determine Fleet Replacement Costs and Funding Requirements

In this task, we will quantify and compare the future costs of Twin Falls acquiring replacement vehicles under several alternative capital methods. Our proposed approach to performing this analysis begins with the development of a multi-year fleet modernization and ongoing replacement plan – i.e., a projection of future vehicle replacement costs based on appropriate replacement cycle guidelines (including those identified in Task 3.1 if the City elects to have us perform it). Once these costs have been determined, we will then quantify the fiscal impacts (i.e., net cash funding requirements) associated with financing them under alternative capital financing approaches such as a replacement reserve fund versus a tax-exempt lease-purchase program versus outright cash purchase.

We will perform this analysis using Mercury's fleet replacement planning and cost analysis program *CARCAP™* (*Capital Asset Replacement Cost Analysis Program™*). This program employs specific parameters or assumptions and regression equations for specific types or classes of assets in a fleet to project future replacement dates, purchase prices, residual values, capital (depreciation) costs, maintenance and repair costs, and other pieces of information for each *individual* asset in a fleet over a 20-year period. Thus, our determination of future fleet replacement costs and analysis of alternative capital financing approaches will not be based on, say, the average purchase/upfitting cost and replacement cycle of an "average" vehicle in the City's fleet, but on parameters that are established for the specific types of vehicles in the fleet and on a complete inventory of the assets that currently comprise this fleet. In conducting fleet replacement cost and alternative financing studies, we frequently establish such parameters for as many as 150 different types of fleet assets.

In addition to ensuring the relevance of our analysis results to the specific conditions (e.g., contract purchase prices, annual utilization levels, operating environment, etc.) that pertain to a specific fleet owner such as Twin Falls, this parameter-based analysis approach enables us to perform a wide array of sensitivity analyses of our findings. For instance, we can quantify the immediate and ongoing impact on a particular agency's and/or the entire City's fleet replacement costs resulting from changing a given type of vehicle's recommended replacement cycle from, say, seven to eight years; replacing one type of vehicle that currently is used to meet a particular business need with a different type of vehicle; or introducing alternative fuel or electric vehicles into the fleet as part of a fleet sustainability improvement initiative.

We will begin this task by developing and submitting to MS a data request that specifies the types of information needed to develop the replacement plan and alternative financing analysis. Next, we will work with appropriate Fleet officials to develop the analysis parameters needed by *CARCAP* to project future vehicle replacement dates and purchase prices. These parameters include, by vehicle type or class, recommended replacement cycles in terms of age (months) and/or usage (miles or hours); current purchase price, including upfitting costs (if any); and purchase price inflation rate.
We will begin developing the parameters by examining the vehicle classification scheme currently employed by MS to determine its suitability for replacement cost analysis

purposes. In our experience, some organizations employ class definitions that are too broad for this purpose. For instance, a classification such as "Full-Size Pickup Truck" or "Service Van" may be adequate for the purpose of describing the composition of a fleet in general terms, but generally not for accurately projecting the future replacement dates and costs of specific vehicles in specific City agencies. This could be the case if the range of purchase prices and annual utilization levels associated with the vehicles that fit into such categories is quite broad. At the same time, like types of vehicles with similar purchase prices might need to be classified differently due to significant differences in the way they are used. For example, a backhoe-loader assigned to a parks and recreation department generally is used far less and thus should have a longer planned replacement cycle than the same type of asset in a water utility department fleet.

Where appropriate, we will use MS' existing asset class definitions as the point of departure for identifying the class codes to be used in this project. This may require performing statistical analyses of original vehicle purchase prices and recent annual usage levels to determine the suitability of the current class codes – to the extent that such data are available. Where the class codes currently used are clearly too broad (or do not exist), we will classify the vehicles in the fleet inventory using class codes we have developed in performing previous fleet replacement studies. Once we have completed the validation/refinement of existing vehicle class codes and/or the development of new vehicle class codes, we will submit a complete class code list to Fleet for review, finalization, and approval. This list also will include recommended replacement cycles; either those currently used by the City and confirmed for reasonableness by Mercury based on our experience performing fleet replacement studies and vehicle replacement cycle analyses for other clients, or the optimal replacement cycles identified in Task 3.1 (if applicable).

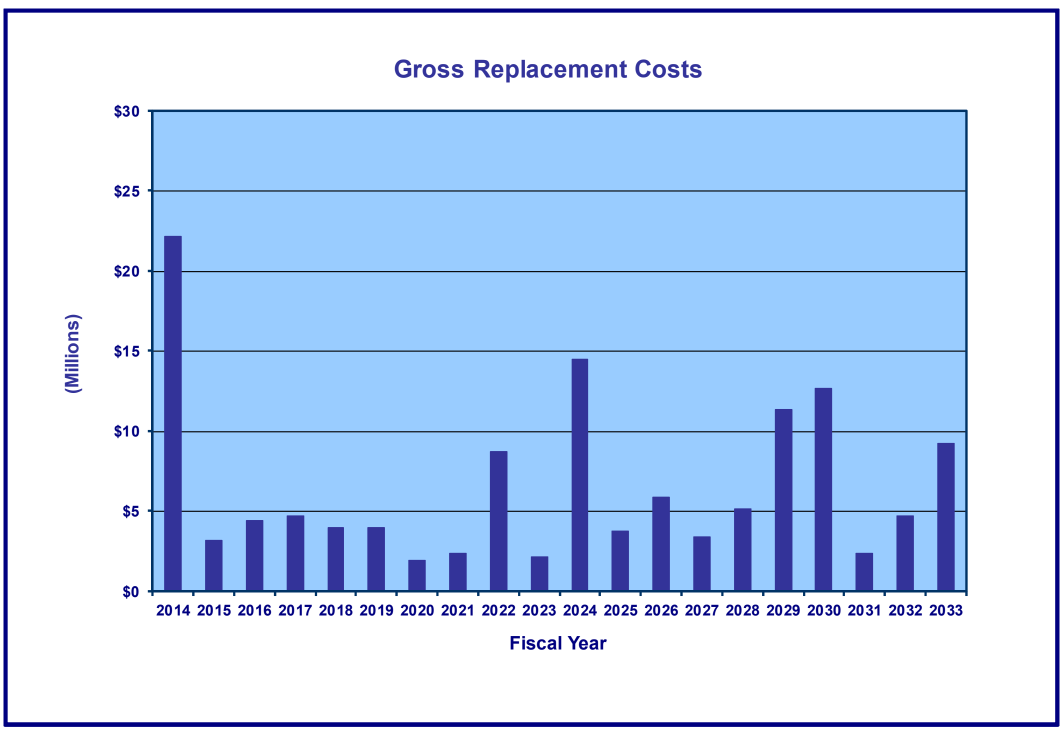
The finalization of the planning parameters will entail identifying the estimated current purchase price for each type of vehicle for which a separate class code has been established. Our proposed level of effort for this task presumes that MS personnel will provide this information to us based on current vehicle purchase contracts and other suitable information sources. If necessary, we can perform statistical analyses of historical vehicle acquisition cost data to develop these parameters, but there would be an additional cost for us to do this.

A screen shot from a small section of *CARCAP's* Planning Parameter table illustrating some of the key parameters to be developed in this task is shown below.

Asset Class Code	Asset Class Description	Replacement Cycle in Months	Replacement Cycle in Miles or Hours	Purchase Price (today's dollars)
1100	SEDAN, SUBCOMPACT	72	65,000	$ 7,300
1150	WAGON, SUBCOMPACT	72	65,000	$ 7,800
1200	SEDAN, COMPACT	72	65,000	$ 12,800
1250	WAGON, COMPACT	72	65,000	$ 11,300
1300	SEDAN, INTERMEDIATE	96	85,000	$ 18,010
1325	SEDAN, INTERMEDIATE, LX	96	85,000	$ 15,000
1350	CROSS OVER VEHICLE	96	85,000	$ 24,500
1355	SEDAN, HYBRID	96	85,000	$ 22,500
1400	SEDAN, FULL-SIZE	96	85,000	$ 17,050
1425	SEDAN, FULL-SIZE, LX	96	85,000	$ 21,500
1450	WAGON, FULL-SIZE	96	85,000	$ 16,550
1500	SEDAN, 4X4	96	85,000	$ 13,800
1550	WAGON, 4X4	96	85,000	$ 14,800
2000	TRUCK, COMPACT CREW-CAB 4X4 (EXTREME USAGE PARK PATROL	36	100,000	$ 23,224
2010	TRUCK, COMPACT, PICKUP	96	85,000	$ 15,435
2020	TRUCK, COMPACT, PU W/EXT CAB	96	85,000	$ 17,565
2021	TRUCK, COMPACT, PU W/EXT CAB (Unit Resale)	24	85,000	$ 17,165
2025	TRUCK, COMPACT, PU W/EXT CAB (EXTREME USAGE BLDG. DEPT.)	72	85,000	$ 17,565

Next, we will use the fleet inventory and replacement cost analysis parameters to develop a preliminary or *baseline* replacement plan for the entire City fleet. This plan will project the replacement date and cost of each individual vehicle in the fleet each time it meets the recommended criteria for replacement over the next 20 years. A sample baseline replacement plan for a 900-vehicle municipally owned water utility fleet is shown in the following exhibit.

Sample *Baseline* Replacement Plan



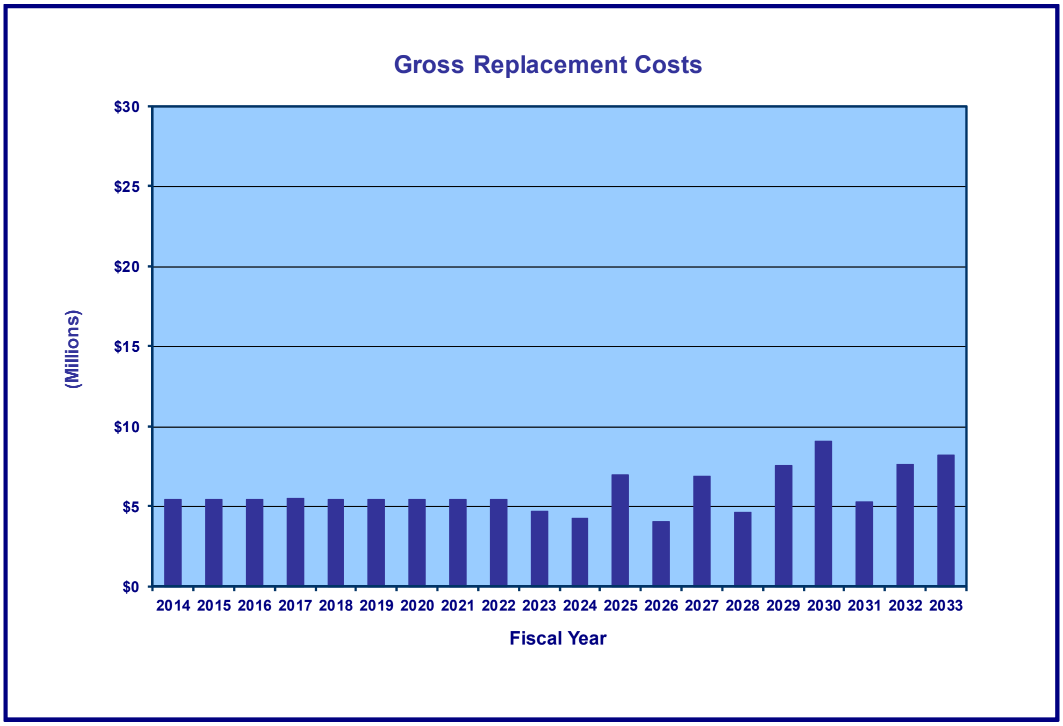
This exhibit is merely a graphical representation of the replacement plan, with each column showing the total annual cost of replacing all assets that meet or exceed their recommended replacement cycle in that year. The graph is based on a detailed spreadsheet which shows the projected replacement cost for each individual vehicle each time it meets the user-defined criteria for replacement during the 20-year planning period. All cost amounts shown are in nominal dollars.

As this graph suggests, we almost always find peaks and valleys in future spending requirements when we develop a baseline fleet replacement plan for an organization. Even in the most homogeneous of fleets (and the City's fleet is far from homogenous), the confluence of replacement dates of vehicles with different rates of utilization and replacement costs rarely results in an equal number of vehicles meeting established criteria for replacement each year. Such factors often result in significant fluctuations in annual replacement costs. Moreover, backlogs of replacement needs, signified by the above-average projected fleet replacement cost in the first year of the plan shown above, are an obvious result of an organization spending considerably less than necessary on fleet replacement for a sustained period of time.

For these reasons, we almost never recommend that a client implement a baseline replacement plan. Such a plan really should be viewed more as a benchmarking tool that indicates how well an organization has managed the replacement of its fleet assets in the past and how much it should expect to spend in the future if it wants to replace these assets in a timely manner. Consequently, the next step in this task will be to fine-tune the baseline plan in order to produce a realistic, "implementable" plan that would eliminate any replacement backlog that may currently exist over a reasonable period of time and provide for the timely replacement of all the assets in the fleet thereafter.

We will develop this plan by making a series of adjustments to the timing of the initial replacement of individual assets in the fleet to reduce to a manageable level any backlog of replacement spending needs that we find, resulting in a final, "smoothed" replacement plan. *CARCAP* has functionality for doing this, including a replacement prioritization scoring system and a replacement plan "smoothing" algorithm that allows the user to systematically adjust planned replacement dates for individual assets in the fleet to accommodate near and long-term budget realities. A smoothed version of the baseline replacement plan shown above can be seen in the following exhibit.

Sample *Smoothed* Replacement Plan

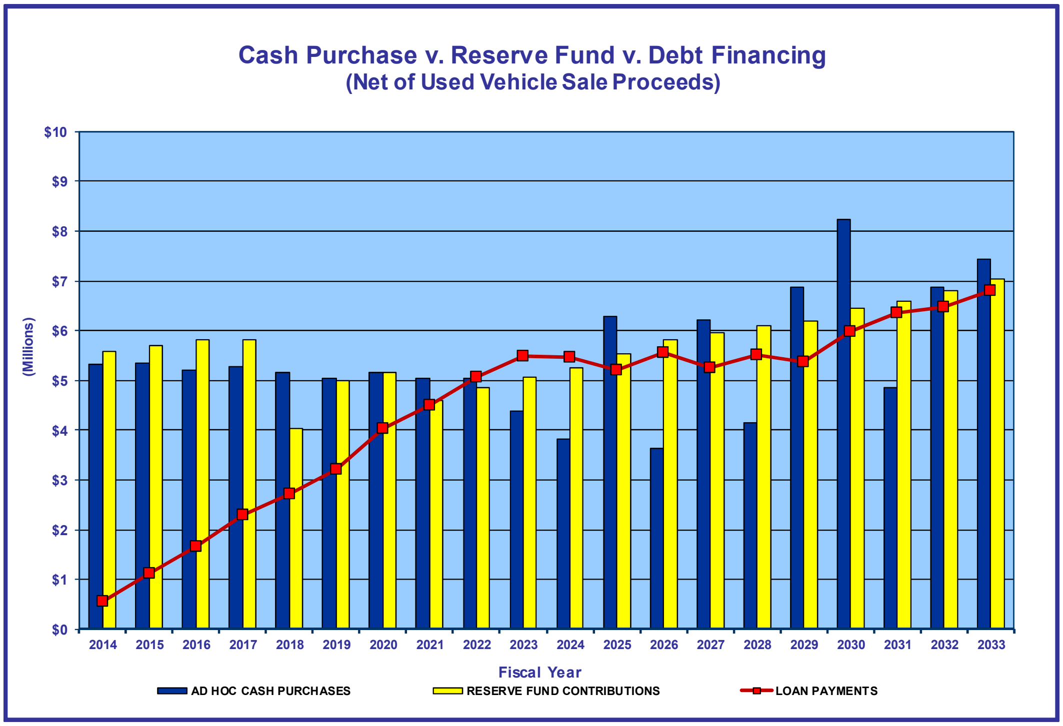


Once we have finalized the plan for modernizing the City's fleet, we will use it as the foundation for quantifying and comparing the funding (i.e., budgetary) requirements under several alternative capital financing approaches. Our replacement planning program *CARCAP* is designed to calculate funding requirements, by vehicle and by year for each year of a 20-year analysis period, under each of several financing approaches: outright cash purchase; a replacement reserve fund and charge-back system; various types of debt financing; and off-balance-sheet operating leases. Specifically, the program can calculate replacement reserve fund rates, loan payments, debt-service costs, and lease payments, based on user-defined parameters such as loan and lease terms (durations) and interest rates, by vehicle by year for the entire 20-year analysis period.

We will quantify and compare the net fleet replacement funding (i.e., cash) requirements under three alternative capital financing approaches (outright purchase, a replacement reserve fund, and a tax-exempt master lease program) against one another and identify the financing approach that we believe would be most beneficial to Twin Falls from a fiscal (i.e., cash budget) perspective and an economic (i.e., present value cost) perspective.

The graph and table below illustrate some of the additional outputs of this task. The first exhibit shows net fleet replacement funding requirements for the same 900-vehicle fleet whose baseline and smoothed replacement plans are shown above. The second exhibit is a side-by-side comparison from a cash – as opposed to an economic – perspective of the future replacement cost of the fleet under three alternative capital financing methods.

Sample Side-by-Side Comparison of Replacement Funding Requirements under Alternative Capital Financing Approaches



Sample Comparison of Fleet Replacement Funding Requirements under Alternative Capital Financing Approaches

	Fiscal Year										
Capital Financing Approach	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**Total**
Outright Purchase	$5.4	$5.4	$5.4	$5.3	$5.3	$5.1	$5.2	$5.1	$5.1	$5.0	**$52.4**
Reserve Fund	$5.6	$5.8	$5.8	$5.9	$4.1	$5.1	$5.4	$4.7	$5.0	$5.2	**$52.7**
TE Lease Purchase	$0.6	$1.1	$1.7	$2.3	$2.8	$3.3	$4.1	$4.6	$5.4	$5.7	**$31.5**
	Fiscal Year										
Capital Financing Approach	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**Total**
Outright Purchase	$3.4	$5.9	$5.0	$6.0	$3.6	$8.7	$8.6	$7.0	$6.2	$7.2	**$61.7**
Reserve Fund	$5.3	$5.7	$5.9	$6.2	$6.3	$6.5	$6.8	$6.9	$7.2	$7.3	**$64.1**
TE Lease Purchase	$5.7	$5.6	$5.4	$5.5	$5.5	$5.6	$5.6	$6.5	$6.8	$7.0	**$59.3**

Expressing the comparative costs of these three financing approaches in economic (i.e., present value cost) terms is a simple matter of selecting a suitable rate for discounting future cash outlays under each approach.

Task 3.3: Determine Marginal Costs and Environmental Impacts of Adding AFVs/EVs to the Fleet (optional)

In this *optional* task, we will draw on our recent experience conducting alternative fuel vehicle (AFV) feasibility studies for such clients as the cities Medford, OR; Tacoma, WA, Phoenix and San Antonio and the states of California and Alaska to estimate the marginal capital costs and environmental impacts of integrating more AFVs into the City's fleet.

We will do this by modifying the smoothed replacement plan developed in the previous task to provide for the replacement of selected types of conventionally fueled vehicles with suitable alternative fuel variants. We will identify the types of vehicles currently in the fleet that are candidates for replacement with an AFV in consultation with MS and other appropriate City officials.

Once these vehicle types have been agreed upon, we will work with MS to identify the parameters needed for *CARCAP* to develop a new plan that includes the costs of AFVs. For types of AFVs not currently in the City's fleet, we will research appropriate industry sources to identify purchase prices. All other parameters (e.g., replacement cycles) will be the same as those used in the previous task for conventionally fueled vehicles.

The two smoothed replacement plans, the one developed in this task and the one developed in Task 3.2, will provide us with the capital costs of replacing the vehicles in the City's fleet in the future if some of them are and are not replaced with AFVs. The difference between the future replacement costs of the fleets under the two scenarios will be the marginal vehicle capital costs of adding more AFVs to the fleet.

In addition, these replacement plans will provide the basis for us to estimate greenhouse gas (GHG) emission reductions that the City would realize for those conventionally fueled vehicles that we recommend be replaced with some type of AFV.

Task 3.4: Present Findings and Recommendations

We will document our findings, conclusions, and recommendations in a formal written report. This document will recap how we conducted the fleet replacement management review, what we found in terms of replacement guideline, planning, funding, and financing improvement opportunities, and what we recommend the City do to improve these practices. We will submit this report in draft form for review and comment and make revisions, as necessary, based on written feedback received. We will provide the City with a reasonable number of bound copies of the final report (if desired), along with one camera-ready copy in electronic form.

In addition to documenting study results in a final report, we will conduct one presentation of our findings, conclusions, and recommendations to MS, fleet user organization, and other appropriate City, officials. We will develop a Microsoft *PowerPoint* presentation(s) for this purpose.

At the City's option, we also can conduct a formal presentation of this and other project component results to the City Council for an additional fee.

Finally, we will provide all detailed analytical results from this project component to MS in an MS *Excel* workbook.

TASK 4: DEVELOP AN IMPLEMENTATION PLAN (optional)

At the City's option, we will develop a plan for implementing key strategic improvements recommended in Task 1. This plan will be in *addition* to the immediate and near-term recommended action items identified by functional area (i.e., in the 40-plus functional areas of fleet management covered in Task 1.4) in our final report. The implementation plan will focus on a limited number of strategic improvement initiatives that we recommend the City undertake within the next two to three years.

In developing this plan, we will employ considerations such as the following to prioritize recommended improvement initiatives (not necessarily in order of importance):

- The expected impact on fleet costs of a potential improvement;
- The expected impact on Maintenance Shop costs of an improvement;
- The expected benefits of an improvement;
- The absolute complexity – operational, technological, etc. – of an improvement; and
- The consistency with broad MS and City of Twin Falls goals and objectives (e.g., increased business process efficiency, workforce productivity, environmental sustainability, etc.) of an improvement.

For each improvement initiative, we will draft a brief problem and goal statement, a high-level description of the anticipated outcome of the improvement, and a discussion of the rationale for the improvement. We also will develop an action plan that identifies the key tasks to be performed, estimated levels of effort by City personnel and/or outside subject matter experts (if applicable), and suggested timelines for completion. We will submit the implementation plan to the City in draft form for review and comment and make revisions, as necessary, based on written feedback received.

PROJECT SCHEDULE

We estimate that all three components of the project will take approximately 24 weeks to complete from the date of the project kick-off meeting. Adherence to this timeline is contingent upon the activities not only of the Mercury project team but of the City as well, including the timely delivery of requested data and documentary material; scheduling of site visits, interviews, and presentations; completion of the Web-based survey of users of potentially underutilized fleet assets; and receipt of written feedback on draft final reports. A Gantt chart for the project can be found below.

PROJECT SCHEDULE

			Week																								
Task	**Subtask**	**Description**	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
1		**Conduct Best Management Practices Study**																									
	1.1	Initiate and manage the project*	K				P				P				P				P				P				
	1.2	Collect and review information																									
	1.3	Analyze data and benchmark conditions and performance																									
	1.4	Evaluate fleet management business practices																									
	1.5	Present findings and recommendations																D						F			
2		**Conduct Fleet Rightsizing Study**																									
	2.1	Collect data																									
	2.2	Identify potentially underutilized assets																									
	2.3	Survey users of potentially underutilized assets																									
	2.4	Earmark assets for reassignment or removal																									
	2.5	Quantify cost savings																									
	2.6	Present findings and recommendations																D						F			
3		**Conduct Fleet Replacement Study**																									
	3.1	Determine optimal asset replacement cycles (optional)																									
	3.2	Determine fleet replacement costs and funding requirements																									
	3.3	Determine costs and environmental impacts of adding AFVs (optional)																									
	3.4	Present findings and recommendations																D									
4		**Develop Implementation Plan (optional)**																						D			F

K - project kick-off meeting
P - project progress report and/or invoice
D - draft report or other written deliverable
F - final report or other deliverable

COMPENSATION

The total fee for this project is $80,336. A breakdown of this amount by work plan task and project team member is shown on the following page.

DETAILED FEE BREAKDOWN

			Lauria		Yankovich		Bammer				Nalven		Burns/Rood		Total	
Task	**Subtask**	**Description**	**Hours**	**Fees**	**Hours**	**Fees**	**Hours**	**Fees**	**Hours**	**Fees**	**Hours**	**Fees**	**Hours**	**Fees**	**Hours**	**Fees**
		Conduct Fleet Management Practices Review														
	1.1	Initiate and manage the project	8	$2,000	4	$ 900	12	$ 2,400		$ -		$ -		$ -	**24**	**$ 5,300**
	1.2	Collect and review information		$ -		$ -		$ -		$ -	4	$ 800	8	$ 1,160	**12**	**$ 1,960**
1	1.3	Analyze data and benchmark conditions and performance		$ -		$ -	4	$ 800		$ -		$ -	24	$ 3,480	**28**	**$ 4,280**
	1.4	Evaluate fleet management business practices		$ -	8	$ 1,800	40	$ 8,000		$ -		$ -	64	$ 9,280	**112**	**$ 19,080**
	1.5	Present findings and recommendations	8	$2,000	12	$ 2,700	24	$ 4,800		$ -		$ -	32	$ 4,640	**76**	**$ 14,140**
		Subtotal	**16**	**$4,000**	**24**	**$ 5,400**	**80**	**$16,000**	**0**	**$ -**	**4**	**$ 800**	**128**	**$18,560**	**252**	**$ 44,760**
		Conduct Fleet Rightsizing Study														
	2.1	Collect data		$ -		$ -		$ -		$ -		$ -	4	$ 580	**4**	**$ 580**
	2.2	Identify potentially underutilized assets		$ -		$ -		$ -		$ -	4	$ 800	16	$ 2,320	**20**	**$ 3,120**
2	2.3	Survey users of potentially underutilized assets		$ -		$ -		$ -		$ -	4	$ 800	24	$ 3,480	**28**	**$ 4,280**
	2.4	Earmark assets for reassignment or removal		$ -		$ -	24	$ 4,800		$ -	8	$ 1,600	56	$ 8,120	**88**	**$ 14,520**
	2.5	Quantify cost savings		$ -		$ -		$ -		$ -	4	$ 800	8	$ 1,160	**12**	**$ 1,960**
	2.6	Present findings and recommendations	4	$1,000	8	$ 1,800		$ -		$ -	8	$ 1,600	16	$ 2,320	**36**	**$ 6,720**
		Subtotal	**4**	**$1,000**	**8**	**$ 1,800**	**24**	**$ 4,800**	**0**	**$ -**	**28**	**$ 5,600**	**124**	**$17,980**	**188**	**$ 31,180**
		Conduct Fleet Replacement Study														
	3.1	Determine optimal asset replacement cycles (optional)	TBD	$ -	TBD	$ -	TBD	$ -		$ -	TBD	$ -	TBD	$ -	TBD	**$ -**
3	3.2	Determine fleet replacement costs and funding requirements		$ -		$ -		$ -		$ -	24	$ 4,800	64	$ 9,280	**88**	**$ 14,080**
	3.3	Determine costs and environmental impacts of adding AFVs (optional)	TBD	$ -	TBD	$ -	TBD	$ -		$ -	TBD	$ -	TBD	$ -	TBD	**$ -**
	3.4	Present findings and recommendations	8	$2,000	16	$ 3,600		$ -		$ -	24	$ 4,800		$ -	**48**	**$ 10,400**
		Subtotal	**8**	**$2,000**	**16**	**$ 3,600**	**0**	**$ -**	**0**	**$ -**	**48**	**$ 9,600**	**64**	**$ 9,280**	**136**	**$ 24,480**
4		**Develop Implementation Plan**	**TBD**	**$ -**	**TBD**	**$ -**	**TBD**	**$ -**		**$ -**	**TBD**	**$ -**	**TBD**	**$ -**	**TBD**	**$ -**
		Grand Total	**28**	**$7,000**	**48**	**$10,800**	**104**	**$20,800**	**0**	**$ -**	**80**	**$16,000**	**316**	**$45,820**	**576**	**$100,420**
		Grand Total with 20-Percent Discount	**22**	**$5,600**	**38**	**$ 8,640**	**83**	**$16,640**	**0**	**$ -**	**64**	**$12,800**	**253**	**$36,656**	**461**	**$ 80,336**

Date:	Monday, May 20, 2019
To:	Planning and Zoning Commission
From:	Jonathan Spendlove, Planning and Zoning Director, Planning & Zoning Director

ACTION ITEM

Request:

ACTION ITEM: Request for a Zoning Map Amendment from R-4 to R-6 ZDA on property located at the 100 & 200 blocks of Caswell Avenue West on behalf of Dr. David Kemp c/o EHM Engineers, Inc. (PZ18-0097)

Time Estimate:

15 - 20 minutes between Staff and the Applicant.

Background:

Recently, the Planning and Zoning Commission heard a request to vacate a portion of Bolton Street Right of Way earlier this year. The City Council made a final decision to vacate that right of way, thus allowing this current project to move forward with utilizing a portion of that now vacated property.

On April 23rd, 2019, the Planning & Zoning Commission heard and deliberated this request. They forwarded a positive recommendation to the Council with a unanimous vote of seven (7) for and zero (0) against the request.

Approval Process:

The applicant is required to present a preliminary review to the Planning and Zoning Commission in which the commission may give suggestions and ask questions of the applicant about the proposed ZDA. A public hearing shall be held before the Commission for a recommendation to City Council to; amend the zoning district and the zoning map, amend with recommendations or deny the request.

Budget Impact:

N/A

Regulatory Impact:

This request will change the current zoning district, thereby removing the development entitlement afforded with that zone. If approved the Zoning District Change would afford development entitlement of the requested zone and the approved Zoning Development Agreement.

History:

This property has been part of multiple subdivisions over the years and has been vacant and underutilized for some time.

Analysis:

This is a request to rezone, with a Zoning Development Agreement, property located in the vicinity of the 100 & 200 blocks North of Caswell Ave W, from R-4 to R-6 ZDA.

The ZDA is proposing a base zone of R-6, with a few deviations from the development standards. If approved the ZDA would allow multiple dwelling structures with multiple dwelling units per structure, on one lot. The applicant is also requesting to reduce the rear yard setback from fifteen feet (15’) to ten feet (10’) as denoted on the conceptual Master Development Plan. Building height is also requested to be forty feet (40’), up from thirty-five feet (35’).

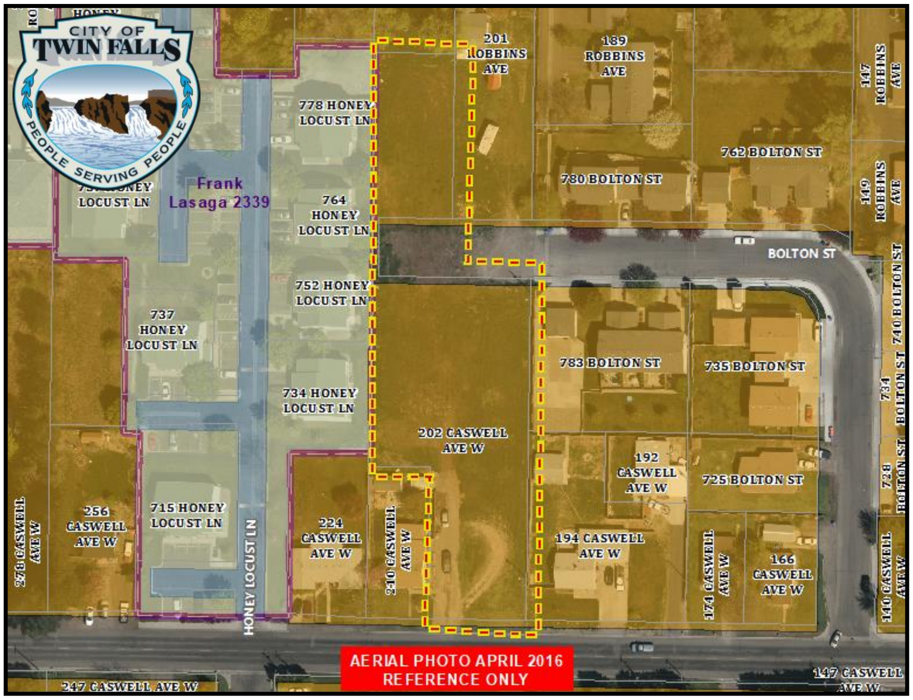
Conclusion:

If the Council determines the proposed request appropriate, Staff recommends the following conditions.

1. Subject to site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to comply with applicable City Codes and standards.

Attachments:

1. PZ18-0097 ZDA Staff Report
2. Vicinity Map
3. Applicant Narrative
4. Draft ZDA
5. Master Development Plan
6. Elevatioins
7. Site Photos
8. P&Z Minutes 4.23.2019



Comprehensive Staff Report

To: City Council
Presenter: Jonathan Spendlove
Request: A request for a Zoning District Change and Zoning Map Amendment from R-4 to R-6 ZDA on property located at the 100 & 200 blocks of Caswell Avenue West.
Application: PZ18-0097
Applicant and Representative:
Dr. David Kemp
c/o EHM Engineers, Inc
621 North College Rd
Twin Falls, ID 83301
208.734.4888
dthibault@ehminc.com

Public Hearing: May 20th, 2019

Analysis

This is a request to rezone, with a Zoning Development Agreement, property located in the vicinity of the 100 & 200 blocks North of Caswell Ave W, from R-4 to R-6 ZDA.

The ZDA is proposing a base zone of R-6, with a few deviations from the development standards. If approved the ZDA would allow multiple dwelling structures with multiple dwelling units per structure, on one lot. The applicant is also requesting to reduce the rear yard setback from fifteen feet (15') to ten feet (10') as denoted on the conceptual Master Development Plan. Building height is also requested to be forty feet (40'), up from thirty-five feet (35').

The Planning & Zoning Commission forwarded a positive recommendation to the Council with a vote of seven (7) for and zero (0) against the request.

History

This property has been part of multiple subdivisions over the years and has been vacant and underutilized for some time.

Approval Process

The applicant is required to present a preliminary review to the Planning and Zoning Commission in which the commission may give suggestions and ask questions of the applicant about the proposed ZDA. A public hearing shall be held before the Commission for a recommendation to City Council to; amend the zoning district and the zoning map, amend with recommendations or deny the request.

Applicable Regulations or Codes

Per City Code 10-6: Zoning Development Agreements: A ZDA shall conform to all sections of Title 10 unless specifically addressed within the written zoning development agreement and approved by the City. The agreement shall list all requested deviations from city code. The council may add other requirements they deem appropriate.

Per City Code 10-7-20: Public Hearing Notice Requirements: The applicant must follow all public notice requirements per state and city regulations.

Regulatory Impacts

This request will change the current zoning district, thereby removing the development entitlement afforded with that zone. If approved the Zoning District Change would afford development entitlement of the requested zone and the approved Zoning Development Agreement.

Potential Impacts

The overall impact on the surrounding properties at full build out will have the common impacts that come with increased development. The more obvious increase in impacts will be vehicular traffic and noise. Though these proposed changes are similar to the surrounding property uses it will increase the cumulative effects of those impacts. However, the increase of residential use in this area is consistent with the Comprehensive plan and will not be a detriment to the surrounding street networks.

Conclusion

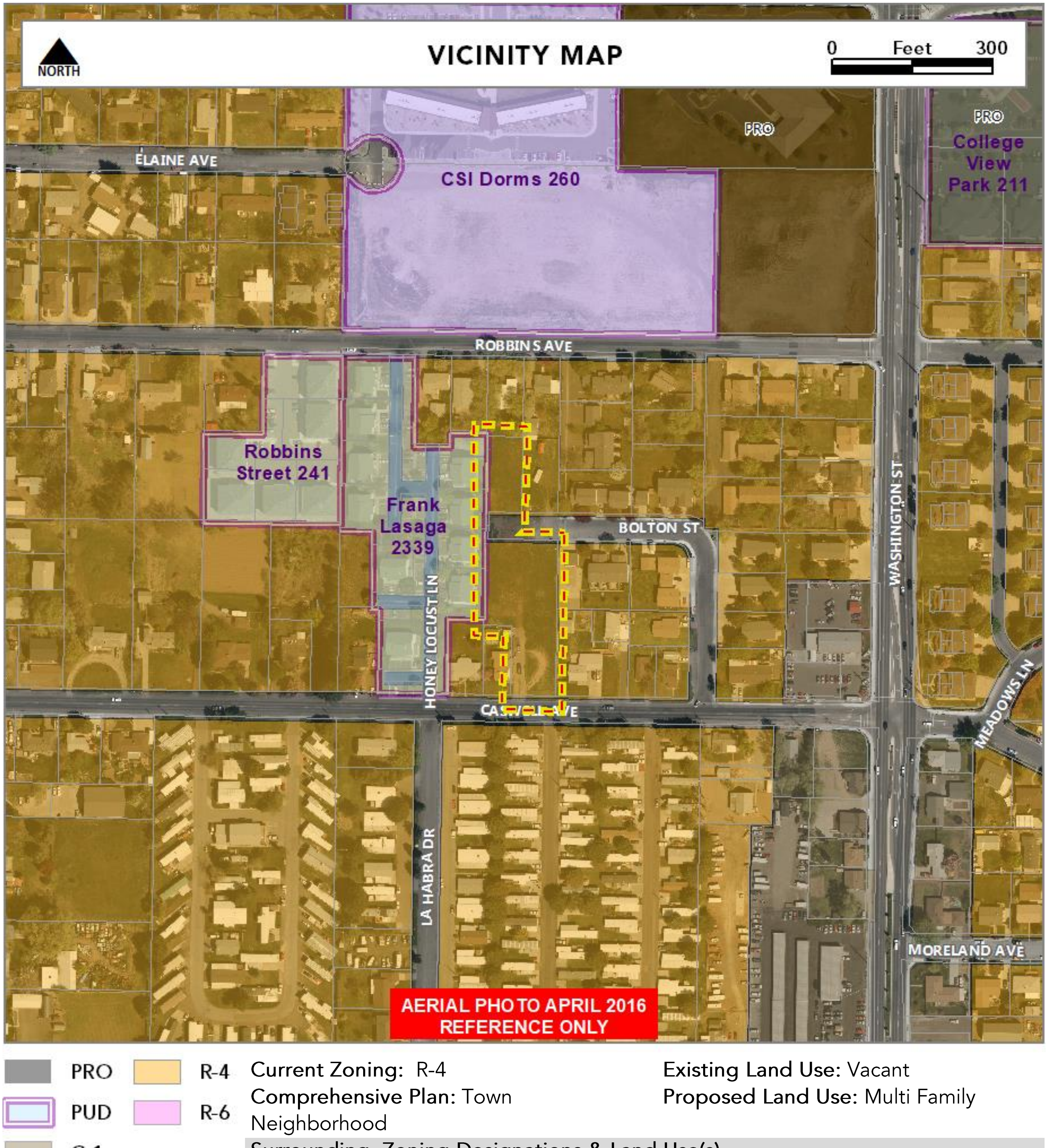
Council is tasked with approving, denying, or tabling the request for more information. Staff recommends approval be subject to the following conditions.

1. Subject to site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to comply with applicable City Codes and standards.

Attachments

1. Vicinity Map
2. Narrative
3. Draft ZDA
4. Conceptual Master Development Plan
5. Elevations
6. Photos
7. P&Z Draft Minutes – 04-23-19

Public Hearing: May 20th, 2019



Current Zoning: R-4

Comprehensive Plan: Town Neighborhood

Existing Land Use: Vacant

Proposed Land Use: Multi Family

Surrounding Zoning Designations & Land Use(s)	
North: R-4; Residential	East: R-4; Residential
South: Caswell Ave W.; R-4; Residential	West: R-4 PUD; Residential Multi-Family

Applicable Regulations

10-4-6, 10-6-1, 10-11

Supplemental Information Supporting A ZDA Request for Dr. David Kemp

This is a formal request to establish a zoning designation agreement upon and across property owned by Dr. David Kemp at the end of Bolton Street in Twin Falls, Idaho. The R-6 ZDA is requested to permit the construction of 4-plex units and multiple household dwelling units (5 units or more) within the project.

This request is consistent with the comprehensive plan for the City of Twin Falls which identifies the area as town neighborhoods. Within the comprehensive plan the description for town neighborhoods includes contiguous and clustered developments which are primarily residential in character. The proposed project is neighbored by 4-plex developments to the west and north and duplexes have been established to the east. Single family residential development neighbors the subject property to the south. The properties which neighbor the project are zoned R-4 reserved for medium density residential The proposal to rezone with R-6 ZDA designation is compatible with adjacent multi-family developments and neighboring residential uses.

The proposed project includes the development of three story 6-plex units on the property. Associated parking, utilities, stormwater retention, and landscaping areas are included on the property. The proposal for three-story 6-plex configuration will allow for more open space on the site. The accompanying ZDA language clarifies the specific code changes and requests.

ZDA - Zoning Development Agreement
Pursuant to All Parts of the Planning Exhibit

This ZDA - Zoning Development Agreement is made and entered into this ________________ day of, 2018, by and between the City of Twin Falls, State of Idaho, a municipal corporation, hereinafter called "City" and David Kemp, MD, hereinafter called "Developer" for the purpose of developing a multi-family, multi-unit, residential development as a planned Zoning Development Agreement (ZDA). The Legal description of the property is 0.99 Acres, located in the NE1/4 NE1/4 Section 8, Township 10 South, Range 17 East, Boise Meridian in Twin Falls County Idaho. More specifically described in attached Exhibit A.

Development and Improvements shall conform to the standards and regulations of the Twin Falls City Code Title 10-4-6 for R-6, Residential High Density District, and all references to other sections herein, as amended, to include the following:

1) Property Development Standards:
    1. Use of lots: Multiple dwelling structures are permitted to be constructed on a single lot.
    2. Yards:
        A. Side: A property line setback of five feet (5') shall be maintained on the side yard, as depicted on the Master Development Plan.
        B. Rear: A property line setback of ten feet (10') shall be maintained on the rear yard for buildings adjacent to existing residential use, as depicted on the Master Development Plan.
    3. Building Height: No building shall exceed forty (40) feet in height.
    4. No outside storage is permitted to include Recreational vehicles, ware yard storage or other storage of material, goods, wares, and the like with the exception of materials and equipment for the purpose of construction and development of the property.

2) Project Phasing:
    a. The development shall be constructed in multiple phases. Each phase shall be subject to technical engineering review by the City of Twin Falls Engineering Department to confirm appropriate utility service to the project. The development schedule is to initiate during calendar year 2019 and be completed in successive phases according to market demands. In no case shall the development extend beyond June 1, 2025, without an extension of time being approved first by the City of Twin Falls Planning and Zoning Commission.
    b. If no development has occurred on the ZD A subject parcel within the time identified, the planning and zoning commission and city council may review the original ZDA development requirements and conceptual development plan to ensure their continued validity. If the city determines the concept is no longer valid, then:
        1. The city many initiate process to change the zoning classification, or
        2. New ZDA development requirements and/or a new conceptual development plan may be required to be approved prior to the city issuing a building permit for the any portion of the ZDA subject parcel.

Dr. David Kemp

By:

By:

STATE OF IDAHO)

)ss

County of Twin Falls)

On this_______day of______________________ , 2018, before me, a Notary Public in and for said County and State, personally appeared_______________________________ personally known or identified to me to be the__________________________ of the municipal corporation that executed the within and foregoing instrument and acknowledged to me that such municipal 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.

Notary Public for Idaho

Residing in___________

Commission Expires___

STATE OF IDAHO)

)ss

County of Twin Falls)

On this_____ day of

________________________ , 2018, before me, a Notary Public in and for said

State, personally appeared

Dr. David Kemp,

known or identified to me to be the governor of

_____________________________, the Limited Liability Company that executed the foregoing

instrument, and acknowledged to me that the Limited Liability Company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and

year in this certificate first above written.

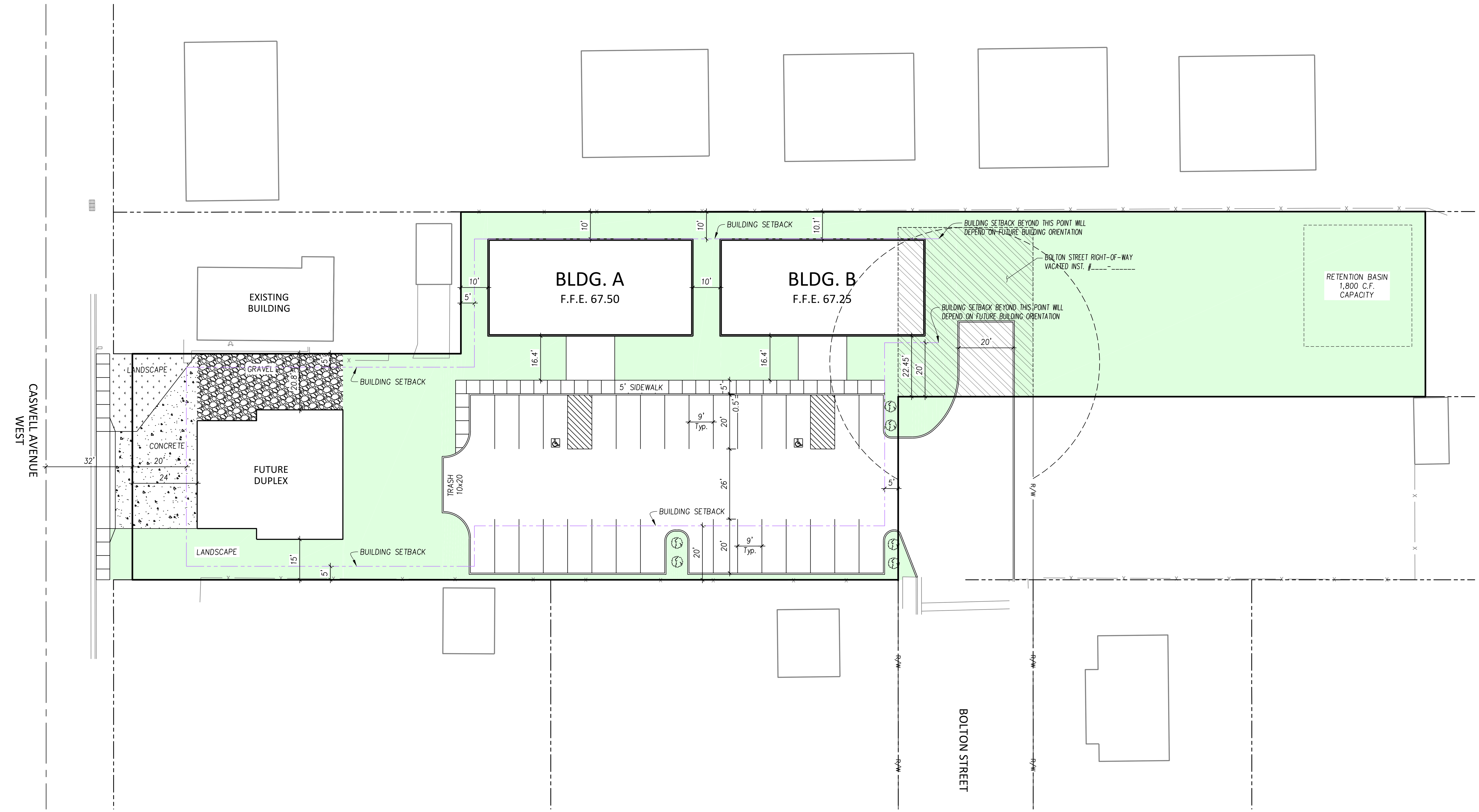
Notary Public for Idaho

Residing in

____

Commission Expires

___



Located In
Lot 3, Fireside Subdivision
In
NE 4 NE 4, Section 8
Township 10 South, Range 17 East
Boise Meridian
Twin Falls County, Idaho
2018

PARKING SUMMARY:

NEW BUILDINGS = 16,416 SF
REQ'D PARKING STALLS = 30 (2 ADA – PER COTF STANDARDS)
PROPOSED STALLS = 31
ADA PROPOSED STALLS = 2

EHM Engineers, Inc.
BUILDING THE FUTURE ON A FOUNDATION OF EXCELLENCE
Engineers / Surveyors / Planners
621 North College Road, Suite 100 Twin Falls, Idaho 83301
p (208)-734-4888 fax (208)-734-6049 web: ehminc.com

SITE EXHIBIT for DR. KEMP

REVISIONS

DO NOT SCALE DRAWINGS
CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE AND NOTIFY THE ENGINEER OF ANY DIMENSIONAL ERRORS, OMISSIONS, OR DISCREPANCIES BEFORE BEGINNING OR FABRICATING ANY WORK.

STAMP

APPROVED	DThibault
DESIGN	–
DRAWN	MBrander
DATE	12/12/2018
SCALE	AS SHOWN
DWG	933-18 TOPO-EXHIBIT
SHEET	C1.01


2013

CITY OF TWIN FALLS
PEOPLE SERVING PEOPLE

East Side Looking W

SW Corner Looking NE

Twin Falls Planning & Zoning Commission
Minutes

Tuesday, April 23, 2019, 6:00 PM

203 Main Avenue East
Twin Falls, ID 83301

Members -
City Limits: Danielle Titus, Chairperson; Craig Kelley, Vice-Chair; Craig Hawkins; Ed Musser; Carolyn Bolton; Curtis Hansen; Marilu Perez
Area of Impact: Ryan Higley; David Detweiler

1) **Confirmation of Quorum/Call Meeting to Order**
   Chairperson Titus called the meeting to order at 6:01 pm and confirmed a quorum.
   Members Attending: Titus, Hawkins, Musser, Bolton, Hansen, Perez
   Staff Attending: Spendlove, Strickland, Vitek, Nope

2) **Consent Calendar**

   a) Approval of Minutes from the following meeting: April 9, 2019

   b) Approval of Findings of Fact and Conclusions of Law:
      - SUP for Believers Church
      - SUP for Jay and Shelly Fort

   Commissioner Bolton made a motion to approve the consent calendar, as presented. Commissioner Hansen seconded the motion.
   Unanimously approved

3) **Items of Consideration**

   a) Request for consideration of a preliminary plat for the Fieldwood Professional Subdivision, located at the 1000 Block of Cheney Drive West, on behalf of Brad Wills c/o EHM Engineers, Inc. (PZ19-0035)

   Staff Presentation:
   Planning & Zoning Director Spendlove stated this is a request for consideration of a preliminary plat for the Fieldwood Professional Subdivision, located at the 1000 Block of Cheney Drive West.

   As per Twin Falls City Code 10-12-2.3:
   The Commission may approve, conditionally approve, deny or table for additional information when acting on the preliminary plat. If tabled, approval or denial shall occur at the regular meeting following the meeting at which the plat is first considered by the Commission. The action and the reasons for such action shall be stated in writing by the Administrator and forwarded to the applicant. The administrator shall also forward a statement of the action taken and the reasons for such action together with a copy of the approved preliminary plat

to the Council for its information and record.

There have been several plats of this property, most recently in 2015. Fieldstone Professional Subdivision in conjunction with the PUD #271 modified the western half of the original Fieldstone Subdivision. That original subdivision was platted as single family homes with the layout similar to what is constructed on the eastern half. Over the course of a few years the owner has applied for various changes to the zoning/layout of the property through PUD amendments and the Platting Process. Staff has reviewed the Preliminary Plat and found it has followed the requirements in City Code per the applicable subdivision regulations.

Staff recommends the Commission approve this request as presented, subject to the following conditions:
1. Subject to final technical review and amendments as required by building, engineering, fire, and zoning officials to ensure compliance with all applicable city code requirements and standards.

PZ/Questions & Comments:

- Commissioner Bolton clarified that what is to be considered, is related to lot size, access, and sidewalks.
- PZ Director Spendlove explained the commission should also consider possible impacts to surrounding area

Applicant Presentation:
Dave Thibault, EHM Engineers, Inc. representing the applicant, presented the applicant's request. He gave a brief history of the Fieldstone subdivision. The property was originally approximately 40 acres and subdivided for single family homes. Recorded in 2015, the addition of Fieldstone Professional Office PUD #271 was later added. There have been approximately five (5) R-4 professional office overlay lots available for sale and there has not been any interest as of today. The applicant's desire is to re-plat the property into fourteen (14) lots, some are proposed to be develop into duplexes. Duplexes are permitted in this PUD. They are seeking approval of the preliminary plat of the Fieldwood Professional Subdivision.

PZ Questions/Comments:

- Commissioner Perez asked for clarification for park dedication vs a parks in lieu.
- Mr. Thibault explained the process this subdivision went through and stated that City Council has approved a parks in lieu contribution.
- Commissioner Titus clarified that Cheney has been extended as well as Fieldstream Way. She also asked about the sidewalk within the Fieldstone subdivision and asked for clarification on access to the lots along the southern portion of the proposed preliminary plat.
- Mr. Thibault explained there would be shared private drives accessed from Cheney Drive.
- Commissioner Bolton asked where the single family homes and duplex will be located.

- Mr. Thibualt explained the planned locations.

Public Hearing: Opened

- Citizen Gary Kavender, 941 River Mist Path, asked if the turn around on River Mist Path will be completed as part of this project. He also asked if there will be a fence between the properties.
- Citizen Megan Humble, 1027 Misty Meadows Trail, stated she moved into this subdivision with a recorded plat, reasonably assuming they knew what they were getting. This has not been the case, as it has become a parcel subdivision. The development was a platted and recorded plat which has changed again. This has changed the desirability of the original subdivision.
- Citizen Clint Hales, 1378 Misty Meadows Court, stated he moved into the subdivision in 2014. He is upset that the developer keeps changing the plan for the original subdivision. He is also upset that the developer has not cleaned up the lots in the past two years and has not fulfilled the promises as originally presented and has not upheld the subdivision's CC&R's. He would like developers to be held accountable by the city.
- Citizen Karen Palmer, 1006 Cobble Creek Rd, explained if the project meets the PUD Agreement, then they do not object to the development of the duplexes, but asked that the developer complete the stone wall or a composite to the maximum height allowed by City Code.

Public Hearing: Closed

Applicant Closing Statement

Mr. Thibault stated that the cul de sac on River Mist Path is planned to be constructed as part of this phase. He stated that four-plexes are permitted with approval of Special Use Permit, and there is a due process to follow for things to develop.

Applicant Brad Wills answered some of the questions of the citizens. He explained the office buildings did not work on those lots, so they are asking for residential use of those lots. He is conscious of the density of the subdivision. Four-plexes are not part of this plan. He explained where the construction area is, the cul de sac will be finished and the RV storage area will be reconstructed. He explained the wall will be completed in April and May. Once wall is constructed, the cottages and duplexes will not have access to Fieldstone.

PZ Comments/Questions:

- Commissioner Bolton asked what the material of the wall be made of.
- Applicant Wills stated the wall will be made of white vinyl.
- Commissioner Perez asked if there is anything that can be done in the future to prevent four-plexes from being built.
- PZ Director Spendlove state that the decision would lie with the Planning and Zoning Commission if a Special Use Permit is brought before the commission.
- Chairperson Titus asked if fencing is required around each lot.

- Applicant Wills stated the first phase was required to use rod iron, but has since been changed to vinyl fencing around back yards.
- Commissioner Higley asked the intention for the large lot to the south and the reason for the corner cut of the lot.
- Applicant Wills stated it is for a nursing home use and stated the angle cut is for a retention pond for Fieldstream Way.

Discussions Followed:

- Commissioner Bolton clarified if the initial development was in 2003 there have been changes in the economy over the years, community needs have changed and believes this is a good use of this property.
- Chairperson Titus asked for clarification on the R-4 zoning of the lots and what could be built on those lots now.
- PZ Director Spendlove stated that four-plexes could be built with an approved SUP.
- Commissioner Perez asked for clarification on the fencing.
- PZ Director stated the applicant is saying he is planning to build a fence.
- Commissioner Perez asked if this commission could enforce anything regarding the debris on the properties.
- PZ Director Spendlove stated that the debris is a code enforcement issue, and this commission cannot do anything, but it can be noted.
- Commissioner Higley asked for clarification if a condition for fencing and cul-de-sac completion could be put on the preliminary plat.
- PZ Director Spendlove stated this commission could add conditions to the preliminary plat.
- Commissioner Hawkins stated he appreciates the concerns and that they can be rectified and he has no problem with the request.
- Commissioner Hansen stated the request makes sense to split into smaller lots.
- Commissioner Higley would like the motion to include conditions for the cul-de-sac and fencing to be complete.
- Commissioner Bolton asked if there could be a completion date on the conditions.
- PZ Director Spendlove stated yes, the commission could put a completion date on the conditions.
- Chairperson Titus asked for clarification on the turnaround on River Ridge that it does not have access to this part of the subdivision.
- Commissioner Higley stated he does not want to put condition on materials used, just that the fencing and cul-de-sac completion.
- Commissioner Musser stated he did not see the reason to put a condition in requiring fencing.
- Applicant Wills stated he will have the fence complete by June 1, if the commission would like to add that condition.
- Commissioner Higley stated he believes the cul-de-sac completion should be a condition to the approval of the preliminary plat.

Motion:
Commissioner Hansen made a motion to add Condition #2 that before any building permit is issued for the Fieldwood Subdivision, the cul-de-sac at end of River Mist Path is completed, according to city code. Commissioner Musser seconded the motion.
Unanimously approved

Commissioner Hansen made a motion to add Condition #3 that the fencing be completed along the southern border of lots #5, 6, 9, 10, and 14 by June 1, 2019 or before any building permit is issued, whichever comes first. Commissioner Hawkins seconded the motion.
Motion approved by a vote of 5 – 2.

Commissioner Bolton made a motion approval of the Preliminary Plat for the Fieldwood Professional Subdivision, located at the 1000 Block of Cheney Drive West,), with staff recommendations, with Conditions #2 and #3 added as approved. Commissioner Perez seconded the motion.
Unanimously approved

4) **Public Hearings**

a) Request for a Zoning Map Amendment from R-4 to R-6 ZDA on property located at the 100 & 200 blocks of Caswell Avenue West on behalf of Dr. David Kemp c/o EHM Engineers, Inc. (PZ18-0097)

Staff Presentation:
Planning & Zoning Director Spendlove stated this is a request for a Zoning Map Amendment from R-4 to R-6 ZDA on property located at the 100 & 200 blocks of Caswell Avenue West. The applicant is required to present a preliminary review to the Planning and Zoning Commission in which the commission may give suggestions and ask questions of the applicant about the proposed ZDA. A public hearing shall be held before the Commission for a recommendation to City Council to; amend the zoning district and the zoning map, amend with recommendations or deny the request.

This property has been part of multiple subdivisions over the years and has been vacant and underutilized for some time.

This is a request to rezone, with a Zoning Development Agreement, property located in the vicinity of the 100 & 200 blocks North of Caswell Ave W, from R-4 to R-6 ZDA.

The ZDA is proposing a base zone of R-6, with a few deviations from the development standards. If approved the ZDA would allow multiple dwelling structures with multiple dwelling units per structure, on one lot. The applicant is also requesting to reduce the rear yard setback from fifteen feet (15') to ten feet (10') as denoted on the conceptual Master Development Plan. Building height is also requested to be forty feet (40'), up from thirty-five feet (35').

If the Commission determines the proposed request appropriate, you may recommend approval to the City Council, as presented, subject to the following conditions:

1. Subject to site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to comply with applicable City Codes and standards.

Applicant Presentation:
Dave Thibault, EHM Engineers, Inc., presented the applicant's request. He stated the applicant is not planning to use brick in his design. The four-plexes will be three (3) story units. He stated that the units will match the other buildings in the area. The applicant is requesting the ZDA to use this land as an in fill project that fits with the neighborhood on this long, narrow lot. This development will blend into the neighborhood.

PZ/Questions & Comments:

- Commissioner Perez asked if the green space would ever be built on or would the applicant have to come back to the commission for approval.
- PZ Director Spendlove stated that if the applicant wanted to build on the green space shown, he would have to come back to the commission for approval as it deviates from the plan shown today.

Public Hearing: Opened and Closed without input

Applicant Closing Statement:
Mr. Thibault stated the green space will have some storm water retention use.

Discussions Followed: without concerns

Motion:
Commissioner Hansen made a motion to recommend approval to the City Council of the request for a Zoning Map Amendment from R-4 to R-6 ZDA on property located at the 100 & 200 blocks of Caswell Avenue West on behalf of Dr. David Kemp c/o EHM Engineers, Inc. (PZ18-0097), as presented, with staff recommendations. Commissioner Higley seconded the motion.
Unanimously approved

5) Upcoming Meeting(s)

a) Worksession: Wednesday, May 1, 2019

b) Tuesday, May 14, 2019

6) Adjournment

The meeting was adjourned at 7:26 pm.

Lisa A. Strickland/Kelli Ebersole,
Administrative Assistant