Twin Falls City Council
Agenda

Monday, September 16, 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

   a) Constitution Week - Susan Harris, Chapter Regent of the Daughters of the American Revolution

   b) Hispanic Heritage Month - Alex Castañeda and Alejandra Hernandez, Idaho Hispanic Chamber of Commerce

4) GENERAL PUBLIC INPUT

5) CONSENT CALENDAR

   a) **ACTION ITEM:** Request to approve the September 9, 2019, City Council Minutes.
   By: Amy Luna, Finance Administrative Assistant

   b) **ACTION ITEM:** Request to approve the Accounts Payable for September 5-11, 2019.
   By: Amy Luna, Finance Administrative Assistant

   c) **ACTION ITEM:** Request to approve the Rock Creek Celebration Center, Inc., Dba Last Call Pub & Catering Alcohol License. (Pending receipt of the State & County Alcohol Licenses.)
   By: Amy Luna, Finance Administrative Assistant

   d) **ACTION ITEM:** Request to hold the 7th Annual Haunted Swamp.
   By: Sergeant Justin Dimond, Twin Falls Police Department

   e) **ACTION ITEM:** Request to hold the Homes for Dogs Project on September 28, 2019.
   By: Sergeant Justin Dimond, Twin Falls Police Department

6) ITEMS OF CONSIDERATION

   a) **ACTION ITEM:** Request to approve entering into a Mutual Aid Memorandum of Understanding with law enforcement agencies in Jerome and Twin Falls Counties.
   By: Chief Craig Kingsbury, Twin Falls Police Department

b) **ACTION ITEM:** Request to begin developing minimum standards for future Commercial Aeronautical Businesses at Joslin Field.

By: William Carberry, Airport Manager

c) **ACTION ITEM:** Request to approve a Professional Service Contract for Development of an Asset Management Framework at the Wastewater Treatment Plant.

By: Jason Brown, Environmental Coordinator

d) **ACTION ITEM:** Request to initiate the process to dispose of surplus real property owned by the City of Twin Falls.

By: Mitch Humble, Deputy City Manager

7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

8) PUBLIC HEARINGS

9) ADJOURNMENT

a) Executive Session §74-206(1) (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.
Executive Session §74-206(1) (c) To acquire an interest in real property which is not owned by a public agency.
Executive Session §74-206(1) (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

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

Public Input Procedures

1. Individuals wishing to provide public input regarding matters relevant to the City of Twin Falls shall:
- Wait to be recognized by the Mayor or Chairman
- Approach the microphone/podium
- State their name, and whether they are a resident or property owner in the City of Twin Falls, and proceed with their input.

2. The Mayor or Chairman may limit input to no less than two (2) minutes. Individuals are not permitted to give their time to other speakers.

Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor or Chairman shall review the public hearing procedures.

2. Individuals wishing to testify or speak before the City Council or Planning & Zoning Commission shall wait to be recognized by the Mayor or Chairman, approach the microphone/podium, state their name, and then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the staff. The staff shall make an audio recording of the Public Hearing.

3. A City Staff Report shall summarize the application and history of the request.

4. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
- A complete explanation and description of the request.
- Why the request is being made.
- Location of the Property.
- Impacts on the surrounding properties and efforts to mitigate those impacts.

5. Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor or Chairman.

6. The City Council or Planning & Zoning Commission may ask questions of staff or the applicant pertaining to the request.

7. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor or Chairman may limit public testimony to no less than two (2) minutes per person.
- Individuals are not permitted to give their time to other speakers.
- However, five (5) or more individuals that received written notice of the public hearing may appoint, by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the Mayor or Chairman. The spokesperson shall be limited to 15 minutes.
- Written comments, including e-mail, received by 12:00 p.m. on the date of the hearing shall be either read into the record or displayed to the public on the overhead projector.

8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.

9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. Responses shall be limited to answering the questions asked. The Mayor or Chairman may limit the time permitted for the answer.

10. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning & Zoning Commission shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.

* Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Mayor or Chairman.

Office of the Mayor
City of Twin Falls, Idaho

Proclamation

CONSTITUTION WEEK

WHEREAS, September 17, 2019, marks the two hundred and thirty-second anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, The Daughters of the American Revolution is an organization with a deeply rich history while also being truly relevant in today's world, honoring their heritage as well as making a difference in their communities across the country and the world – including celebration and commemoration of the drafting of the Constitution; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Shawn Barigar by virtue of the authority vested in me as Mayor of the City of Twin Falls, Idaho, do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

in the City of Twin Falls and urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.



In Witness Whereof, I have hereunto set my hand and caused this seal to be affixed.

Shawn Barigar
Mayor

Attest: Leila A. Sanchez
Deputy City Clerk

September 11, 2019
Date:

Office of the Mayor

City of Twin Falls, Idaho

Proclamation

HISPANIC HERITAGE MONTH

WHEREAS, The City of Twin Falls strives to build a community where all residents are welcomed, accepted, and given the opportunity to connect with each other without bias in pursuit of common goals; and to encourage individual residents, community institutions, civic groups, and business leaders to join in a community-wide effort to adopt policies and practices to promote unity, inclusion, understanding, and equity, and;

WHEREAS, the Hispanic community has helped to shape the unique culture and history of the Magic Valley, and continues to grow the rich mosaic of cultures in a community that celebrates the diversity of its people, and;

WHEREAS, the Hispanic population is one of the fastest growing in the Magic Valley, and continues to embody the pioneering spirit that built this great region and to have a profound and positive influence on our society through their strong commitment to family, faith, hard work, and service, and;

WHEREAS, Hispanics have also served with honor in all branches of the Armed Forces, and have continued a strong legacy of dedication to our country, and;

WHEREAS, Hispanics strengthen our bonds with our Latin American neighbors, with whom we share a rich history and are united in a shared commitment to democratic principles, and;

WHEREAS, the City of Twin Falls celebrates its variety of cultures and their contributions, and it recognizes the countless contributions of Hispanic Americans who help make our community a thriving and vibrant place to live and work, and;

WHEREAS, each year since 1968, there's been national recognition of Hispanic Heritage Month by Congress and the President of the United States.

NOW, THEREFORE, I, Shawn Barigar, Mayor of the City of Twin Falls, Idaho, do hereby proclaim September 15 through October 15, 2019,

HISPANIC HERITAGE MONTH

in the City of Twin Falls. I call upon all residents to join in celebrating the accomplishments of our Hispanic community and to share in our thanks for their many contributions to the City of Twin Falls. I further invite all to attend the Twin Falls Hispanic Heritage Festival to be held on Tuesday, September 17, 2019, from 11:00 a.m. to 1:00 p.m., at the College of Southern Idaho.



In Witness Whereof, I have hereunto set my hand and caused this seal to be affixed.

Shawn A Barigar

Shawn Barigar
Mayor

Leila A Sanchez

Attest: Leila A. Sanchez
Deputy City Clerk

September 11, 2019

Date:

Twin Falls City Council
Minutes

Monday, September 9, 2019, 4:30 PM

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

SPECIAL MEETING

The Twin Falls City Council will meet at 4:30 p.m., for the purpose of:

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

The regular meeting will start at 5:00 p.m.

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present:	Mayor Shawn Barigar, Council Member Suzanne Hawkins, Chris Talkington, Greg Lanting & Christopher Reid.
Absent:	Vice Mayor Nicki Boyd & Council Member Ruth Pierce.
Staff Present:	City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Brian Pike, City Attorney Shayne Nope, CFO Lorie Race, Police Chief Craig Kingsbury, Captain Matt Hicks, Fire Chief Les Kenworthy, Fire Marshal Tim Lauda, City Engineer Mark Holtzen, Environmental Engineer Jason Brown, Parks & Recreation Director Wendy Davis, Recreation Supervisor Stacy McClintock, Utility Services Supervisor Bill Baxter, Desktop Support Analyst Jeremiah Parent, Finance Administrative Assistant Amy Luna.

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

2) PLEDGE OF ALLEGIANCE

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

3) PROCLAMATIONS: None

4) GENERAL PUBLIC INPUT

Council Member Hawkins spoke about the Youth Council that was present for the meeting. Members present, introduced themselves.

5) CONSENT CALENDAR

MOTION: Council Member Talkington 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. 5 to 0

a) **ACTION ITEM:** Request to approve the Accounts Payable for August 26 to September 4, 2019.
b) **ACTION ITEM:** Request to approve the August 26, 2019, City Council Minutes.
c) **ACTION ITEM:** Request to approve the Findings of Fact and Conclusions of Law: Westpark Subdivision #11 (PZ19-0108), c/o Tim Vawser, EHM Inc., on behalf of David Shotwell, Westpark Partners.
d) **ACTION ITEM:** Request to approve the 5th Annual Cycle Magic Valley event.
e) **ACTION ITEM:** Request to hold the Make a Wish of Idaho Car Show on September 21, 2019.

6) ITEMS OF CONSIDERATION

a) **PRESENTATION:** Presentation on the Valley House Homeless Shelter.

Valley House Homeless Shelter Executive Director Breshears made a presentation on the Valley House Homeless Shelter.

Discussion ensued on the following:

Council Member Talkington: Thanked Mrs. Breshears and asked if the number of homeless is increasing or decreasing in our area. Are they coming from out of state or local?

Council Member Reid: Thanked Mrs. Breshears for all the hard work that Valley House has done over the years.

Council Member Lanting: Spoke about the housing shortage in the Twin Falls area. Mentioned helping with the building fees for this project.

Council Member Hawkins: Thanked Mrs. Breshears for the service and asked if the City could be good stewards and help with the building fees.

b) **ACTION ITEM:** Request to approve repairs to the fire sprinkler system at the 305 Third Avenue East (Twin Falls City Gym).

Fire Marshal Lauda requested to approve repairs to the fire sprinkler system at the 305 Third Avenue East (Twin Falls City Gym).

Discussion ensued on the following:

Council Member Lanting: Will these repairs include the portion of the building that houses the City Engineers?

MOTION: Council Member Hawkins moved to approve the request to fund the repairs to the fire sprinkler system at the 305 Third Avenue East (Twin Falls City Gym) in the amount of $4,630.00 from the contingency funds. **Council Member Reid** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 5 to 0.

c) **ACTION ITEM:** Request to approve a Change Order to Wastewater Treatment Plant Launder Box Repairs.

Environmental Engineer Brown requested to approve a Change Order to Wastewater Treatment Plant Launder Box Repairs.

Discussion ensued on the following: None

MOTION: Council Member Talkington moved to approve the request for a Change Order to Wastewater Treatment Plant Launder Box Repairs in the amount of $11,646.85. **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 5 to 0.

d) **ACTION ITEM:** Request to consider the Twin Falls Parks and Recreation Commission's recommendation to ban smoking in city owned parks and trails.

Parks & Recreation Director Davis requested to consider the Twin Falls Parks & Recreation Commission's recommendation to ban smoking in city owned parks and trails.

Discussion ensued on the following:

Council Member Hawkins: Spoke in favor of moving forward with this. What would be the enforcement options if we were to go forward?

Police Chief Kingsbury: Spoke about the enforcement options.

Council Member Lanting: Do we have a lot of complaints about smoking in the parks currently? Would the residents be able to smoke in the road? Would this include the Twin Falls Golf Course? Any considerations for special events?

Council Member Talkington: Spoke in favor of moving forward with this.
Council Member Reid: Are there many cigarette butts that are being picked up? In the two smoke free parks, how many calls have there been for complaints of smoking in these areas? What parks have potential fire hazards currently? Spoke in favor of moving forward.
Mayor Barigar: Talked about some letters that the City received regarding this issue.
Council Member Hawkins: What is the distance from a public building for no smoking? (25 feet)
Council Member Lanting: Spoke against having this at the Twin Falls Golf Course and that it must include vaping as well.
Council Member Talkington: Spoke against excluding the Golf Course.
Council Member Hawkins: Against overregulating the citizens but is in favor of protecting our children.
Council Member Reid: Thanked the P&R Department and commission for all the work that they have put into this topic.
Council Member Lanting: Will make sure that the Golf Course is present for any discussions that the Council has going forward.
Mayor Barigar: Clarified the options the Council would like to see moving forward.

e) **ACTION ITEM:** Request for the City Council to provide direction on the City's Title 10 amendment project regarding neighborhood park requirements.

Deputy City Manager Humble requested for the City Council to provide direction on the City's Title 10 amendment project regarding neighborhood park requirements.

Discussion ensued on the following:
Mayor Barigar: If we were to switch how does this work for the developer? How would you deal with retention/detention?
Council Member Lanting: Is Northern Ridge a neighborhood park or a regional park? Is there actually 3 acres designated in the area of Madrona for a park?
Council Member Talkington: Spoke in favor of moving forward. Spoke about his concern about dedicated park spaces having the topsoil removed.
Council Member Lanting: With the current/new plan is it units or plots that would be used?
Council Member Reid: Spoke in favor of the impact fees.
Mayor Barigar: Spoke in favor of the impact fees.
Council Member Talkington: Are there Idaho Community models that we could look at for this project?

7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

Council Member Lanting: Spoke about the Fireman's Ball that was held on September 7, 2019. Asked Chief Kenworthy to give some details.
Fire Chief Kenworthy: Spoke about the Fire Fighter of the Year and Officer of the Year winners.
Officer of the Year: Captain Dave Owens
Fire Fighter of the Year: Kyle Eldridge

8) PUBLIC HEARINGS

a) **ACTION ITEM:** Public hearing on a fee increase for the 35-gallon and 65-gallon carts used for trash pickup services within the City of Twin Falls.

Chief Financial Officer Race presented a fee increase for the 35-gallon and 65-gallon carts used for trash pickup services within the City of Twin Falls.

Discussion ensued on the following:
Council Member Lanting: What do we charge for the 95-gallon carts?

Public Input: Opened at 6:41
Citizen Terry Edwards: Spoke about the savings from the recycling that is not going to the landfill and not going forward with a price increase.
Public Input: Closed at 6:44

Council Member Lanting: What are we increasing the 95-gallon carts by? Did the 95-gallon carts cover the cost of the overflow of other garbage?
Mayor Barigar: Clarified that the citizens are paying for a service. These fees are separate from tax dollars that must be budgeted.
Council Member Reid: There would be savings for the use of the smaller carts when previously there were no cost savings offered.

MOTION: Council Member Talkington moved to approve Resolution 2019-011 for the fee increase for the 35-gallon and 65-gallon carts used for trash pickup services within the City of Twin Falls. **Council Member Reid** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 5 to 0.

9) ADJOURNMENT

a) EXECUTIVE SESSION §74-206(1)(c) To acquire an interest in real property which is not owned by a public agency; and, EXECUTIVE SESSION §74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

MOTION: Council Member Reid moved to adjourn to EXECUTIVE SESSION §74-206(1)(c) To acquire an interest in real property which is not owned by a public agency; and, EXECUTIVE SESSION §74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement. C**ouncil Member Hawkins** seconded the motion. Roll call vote showed all members present voted. Approved 5 to0.

The meeting adjourned at 06:51 PM

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Amy Luna, Administrative Assistant Finance

Date: Monday, September 16, 2019

To: Honorable Mayor and City Council

From: Sergeant Justin Dimond, Twin Falls Police Department

ACTION ITEM

Request:

ACTION ITEM: Request to hold the 7th Annual Haunted Swamp.

Time Estimate:

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

Background:

Gary Miller, owner of Magic Mountain Ski Resort, has held the Haunted Swamp event at this location for the last six years. It will be held at 646 South Park Avenue West, which is property owned by Mr. Miller. The Haunted Swamp will be open weekends starting on September 28, 2019, and running until November 2, 2019. The Haunted Swamp will be open on Friday and Saturday evenings from 7:00 p.m. until 12:00 a.m. Additionally, it will be open on two Wednesday evenings in October from 7:00 p.m. until 10:00 p.m.

This event is a fundraiser for the Magic Mountain Ski Patrol. They will have several employees working the event, to include guides to aid people through the Haunted Swamp. Mr. Miller will also have three large parking areas for those attending, with a gravel road leading them to the parking area. He will have employees providing security and assisting with traffic control and parking.

Mr. Miller and Ski Patrol members will be responsible for any mud and debris tracked onto South Park Avenue West from this event. He has made arrangements for cleanup of the roadway if necessary.

There will be Ski Patrol members assisting with the event at all times. All Ski Patrol members are trained in CPR and first aid.

We have had no calls for service during this event over the past six years. Alcohol and smoking will not be allowed on the property.

Approval Process:

Consent of the Council

Budget Impact:

Twin Falls Police Department Staff does not feel there is a need for the Twin Falls Police Department to provide security. Therefore, there is no budget impact.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

With the success of this event in the past, Twin Falls Police Department and relevant City Staff Members have reviewed this Special Event Application and recommend that the City Council approve the annual Haunted Swamp event.

Attachments:

None

Date: Monday, September 16, 2019

To: Honorable Mayor and City Council

From: Sergeant Justin Dimond, Twin Falls Police Department

ACTION ITEM

Request:

ACTION ITEM: Request to hold the Homes for Dogs Project on September 28, 2019.

Time Estimate:

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

Background:

Organizer Deb Clough, on behalf of Coldwell Banker, has submitted a Special Event Application requesting to hold the Homes for Dogs Project in the Twin Falls City Park on Saturday, September 28, 2019. This event is scheduled to take place from 10:00 a.m. to 4:00 p.m.

The Homes for Dogs Project is described as an event intended to assist animal shelters and rescue organizations find acceptable homes for dogs. This event is held in connection with similar events taking place across the country. In sponsoring this event, Coldwell Banker hopes to bring awareness to the number of local pets in need of good homes. There are a number of rescue organizations and shelters that will be on site with pets and information about adoption.

There will be food vendors on location with food and non-alcoholic beverages for sale. There will be no alcohol served by organizers or vendors involved in this event.

The event organizers have secured the necessary Certificate of Liability Insurance. There is an acceptable plan in place for waste needs from the event as well.

Approval Process:

Consent by the Council

Budget Impact:

There is no budget impact to the City of Twin Falls since alcohol will not be served and law enforcement will not be required to provide security at this event.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Relevant City Staff members have approved this Special Event Application. Staff recommends that the Council approve the Homes for Dogs Project based on the information provided.

Attachments:

None

Date: Monday, September 16, 2019

To: Honorable Mayor and City Council

From: Chief Craig Kingsbury, Twin Falls Police Department

ACTION ITEM

Request:

ACTION ITEM: Request to approve entering into a Mutual Aid Memorandum of Understanding with law enforcement agencies in Jerome and Twin Falls Counties.

Time Estimate:

Presentation of the Memorandum of Understanding, along with any necessary time to answer any questions the Council may have, should take approximately 10 minutes.

Background:

Local law enforcement agencies in Jerome County and Twin Falls County, including the Idaho State Police, have been involved in ongoing discussions and have developed a Mutual Aid Memorandum of Understanding in an effort to provide each other assistance whenever criminals cross jurisdictional boundaries. Such an agreement will assist agencies in more concentrated and effective law enforcement.

Under this agreement, when an officer enters the jurisdiction of another agency because of instances such as pursuits, criminal investigations, etc., that officer will notify the destination jurisdiction of his/her intention and will also advise the appropriate dispatch center. The officer entering into another agency's jurisdiction may request assistance and the destination jurisdictional agency may provide assistance as they are able based on their own manpower and caseload.

Agencies shall be advised of major incidents and pre-planned events that will occur in their jurisdiction and assistance may be requested as necessary to provide the most efficient law enforcement and crime control in order to better provide for the public's safety.

All participating law enforcement agencies will be responsible for the compensation of their employees involved in another's jurisdiction, as well as any equipment furnished by any party of this memorandum. Each participating agency shall also be liable for damages, claims, expenses or injuries to personnel or equipment caused by its officers under this memorandum.

Approval Process:

Approval by and signature of the City of Twin Falls Mayor

Budget Impact:

The City of Twin Falls would only be impacted if there were any injuries to personnel, damage to equipment, and/or liability for damages, claims, expenses incurred as a result of the actions of Twin Falls Police Department personnel.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

In order to provide more efficient enforcement and better provide for the safety of citizens in the Counties of Jerome and Twin Falls, it is recommended that the Mutual Aid Memorandum of Understanding be approved and signed. Several agencies have already signed the Memorandum and once the City of Twin Falls signatures have been obtained, it will be passed on to the remaining agencies for signatures.

Attachments:

1. Mutual Aid MOU - TF & Jerome Counties 09-2019

MUTUAL AID

MEMORANDUM OF UNDERSTANDING

WHEREAS, the SHERIFFS' OFFICES OF TWIN FALLS COUNTY and JEROME COUNTY, IDAHO; the POLICE DEPARTMENTS OF THE CITIES OF TWIN FALLS, KIMBERLY/HANSEN, FILER, BUHL and JEROME, IDAHO; and IDAHO STATE POLICE DISTRICT 4, hereinafter collectively referred to as the "parties" and each individually as a "party," are public agencies as defined and authorized by Idaho Code Sections 67-2326, 67-2327 and 67-2328 to enter into this Agreement; and

WHEREAS, each party acknowledges that criminals do not recognize jurisdictional boundaries. The purpose of this Memorandum is to obtain concentrated efficiency and effectiveness in cooperative law enforcement operations in an effort to maximize crime control and public safety through mutual assistance within each party's jurisdiction. All parties agree that the purpose of this Memorandum is not to provide normal and usual law enforcement duties for the other party. The parties desire to enter into this Memorandum with respect to law enforcement operations as authorized by Idaho Code Sections 67-2328 and 67-2337 and other applicable state and federal statutes and regulations.

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions

(a) "Party" or "parties" mean the Sheriffs' Offices of Twin Falls County and Jerome County, Idaho; and the Police Departments of the Cities of Twin Falls, Kimberly/Hansen, Filer, Buhl and Jerome, Idaho; Idaho State Police, or such entities acting by their respective law enforcement agencies;

(b) "Requesting party" means any party requesting law enforcement assistance from any other party;

(c) "Assisting party" means any party rendering law enforcement assistance to a requesting party;

(d) "Chief Law Enforcement Officer" means that person who is a department or agency head with peace officer jurisdiction, or his/her duly authorized representative, having primary responsibility for law enforcement within the jurisdiction, whether designated by appointment or election;

(e) "Officer" means any police officer, deputy, trooper or sworn peace officer directly employed by the parties hereto or a reserve officer/deputy. The term "officer" includes all persons temporarily assigned by a party.

Section 2 Duration of Agreement

This Memorandum shall continue in full force and effect until any party terminates this Agreement pursuant to Section 12 of this Agreement. Although one party terminates, the Agreement will remain effective as to all other parties.

Section 3. Administration of Memorandum

This Memorandum of Understanding shall be administered by the signatory of each jurisdiction within the boundaries of Twin Falls County and Jerome County, State of Idaho, or his/her duly authorized representative, having primary responsibility for law enforcement within the jurisdiction. The parties shall meet at least annually and at any other time, subject to the call of a Chief Law Enforcement Officer.

Section 4. Peace Officer Authority

On those occasions when an officer of a party is working on a law enforcement case in the city or county of another party, the officer will enjoy full powers of investigation and arrest consistent with Idaho Code Section 67-2337.

When an officer of a party enters the jurisdiction of another party to work in the jurisdiction of the other party, the officer shall notify the patrol supervisor of the destination jurisdiction of his/her presence and intentions. The entering party shall also notify the respective jurisdiction's communication center of their presence and purpose.

In all instances of assistance when requested, the assisting party may render any such assistance as it can give consistent with its own law enforcement needs and policies at the time. In all instances of assistance, the assisting party may at any time and at its discretion withdraw such

assistance when it becomes obvious to the assisting party's senior ranking officer that they are needed in their own jurisdiction, or the matter falls outside the assisting party's policies.

Section 5. Request Procedure

Requests for mutual aid shall be made through presently established communication systems, such as telephone, police radio, or mobile data terminals. Requests for assistance involving major occurrences, which may require a large number of officers, resources, or a considerable expenditure of time, shall be made to the Chief Law Enforcement Officer of the assisting party, or his/her duly authorized representative. A pre-planned event notice should be given with adequate time for preparation. In the event an operation is confidential in nature or it is necessary to restrict knowledge or information about the operation and coordination, notification shall be made to the Chief Law Enforcement Officer of the agency having jurisdiction, or his/her duly authorized representative. De-confliction for special operations such as undercover operations and high-risk search warrants shall be done through the Idaho Fusion Center. It shall be the responsibility of the agency conducting such operations to notify the Fusion Center. If officers enter another jurisdiction to assist federal law enforcement officers, notification shall be made to the Chief Law Enforcement Officer of the agency having jurisdiction, or his/her duly authorized representative.

Section 6. Control in Request /Assistance Operations

Officers of the requesting party will be primarily responsible for making and processing arrests and the impounding and/or safeguarding of lives or property. When an assisting officer takes a person or property into custody, he/she shall relinquish custody of said person or property at the earliest convenience to an officer of the requesting party for disposition in accordance with the laws of the requesting jurisdiction. Property subject to forfeiture will be handled in accordance with Idaho Code Sections 37-2744 and 37-2744A.

Officers of the assisting party who are subpoenaed to court as a direct or indirect result of providing assistance shall honor all subpoenas by the requesting jurisdiction. Each party shall bear all costs and pay all compensation associated with their officers in answering subpoenas or making court appearances.

Section 7. Vehicular Pursuits

Each party will establish and maintain its own pursuit policy and this Memorandum exists with no expectation that an agency is required to alter or amend its policy due to this Memorandum.

(a) Once a pursuit is initiated and the initiating party anticipates it will lead into another jurisdiction, the initiating party will have dispatch notify the other jurisdiction about the pursuit. The primary channel for the pursuit will be the primary law enforcement frequency of the initiating party, unless a supervisor of the initiating party requests the pursuit be moved to a different frequency. All assisting parties will go to the frequency of the initiating party unless instructed otherwise. All parties' policies should require the initial pursuing party to provide adequate information about the pursuit to other agency parties to make fact-based decisions about the need to continue the pursuit, including the initial crime, aggravating factors, and the need for immediate apprehension.

(b) If a vehicle pursuit continues out of the initiating party's jurisdiction, the presumption is that the command and control of the pursuit will remain with the initial pursuing party. However, the initial pursuing party may request the jurisdictional party to assume command and control. The initial pursuing party will normally be responsible for all arrest charges.

(c) The decision to continue or terminate a pursuit shall rest with the supervisor of the jurisdiction engaged in the pursuit. Liability for incidents occurring as a direct result of the decision to continue the pursuit shall be with the agency(s) engaged in the pursuit. A request to terminate a pursuit by a supervisor of the jurisdiction of which the pursuit has entered should be considered by the supervisor of the agency engaged in the pursuit. Officers should end their direct involvement in a pursuit if their continued involvement is believed to be contrary to their department's pursuit policy.

Section 8. Incident Command

In the event of an emergency, such as a mass casualty or active shooter, parties agree to employ the National Incident Management System commonly referred to as NIMS. The party holding jurisdiction of an emergency location will act as the Incident Command. In the event of a criminal investigation where either SWAT or CRT is needed, the jurisdiction conducting the

investigation will act as Incident Command. Tactical Command shall always be held by the SWAT or CRT Field Commanders related to the party Incident Commander.

Section 9. Responsibility for Damages

Each party shall assume complete liability for damages, claims, expenses or injuries to personnel or agency-owned equipment resulting from the conduct of, or caused by, its officers under this Agreement pursuant to Idaho Code Section 67-2337(4). Private property damage occurring as a result of legitimate law enforcement actions, such as broken doors and windows, shall be the responsibility of the jurisdictional party.

Section 10. Standard of Conduct

Each party providing assistance shall maintain the standards of professional conduct of a peace officer as required by Idaho law.

Section 11. Financing and Personnel

There shall be no joint financing of activities under this Agreement. No compensation shall be due and owing for services rendered and/or equipment furnished by a party under this Agreement. Under this Agreement, each party agrees to be responsible for payment of compensation and benefits for its employees who provide mutual aid assistance to another party. Each party shall independently budget for expected expenses under this Agreement.

Officers of the assisting party shall not be considered employees of the requesting party. Each party shall be responsible for all wages, salaries, benefits, insurance and workers' compensation for their respective officers.

Section 12. Voluntary Termination

Any Party may voluntarily terminate its participation in this Memorandum in whole or in part by providing written notice to all other parties hereto not less than thirty (30) days in advance of the contemplated termination. Parties agree to cooperate and participate in the prosecution of any case(s), which arose under this Agreement and prior to any termination of this Agreement.

IN WITNESS WHEREOF, the respective parties have given their respective consents and do execute this Agreement by and through their legal representatives, who are authorized to execute this Agreement on behalf of that party.

TWIN FALLS COUNTY SHERIFF'S OFFICE

By: Don Carter

JEROME COUNTY SHERIFF'S OFFICE

By: _____

TWIN FALLS POLICE DEPARTMENT

By: _____

JEROME POLICE DEPARTMENT

By: David L. Hall

TWIN FALLS CITY MAYOR

By: _____

JEROME CITY MAYOR

By: David M. Davis

KIMBERLY/HANSEN POLICE DEPARTMENT

By: _____

FILER POLICE DEPARTMENT

By: _____

KIMBERLY CITY MAYOR

By: _____

FILER CITY MAYOR

By: _____

BUHL POLICE DEPARTMENT

By: _____

IDAHO STATE POLICE

By: _____

BUHL CITY MAYOR

By: _____

Date: Monday, September 16, 2019

To: Honorable Mayor and City Council

From: William Carberry, Airport Manager

ACTION ITEM

Request:

ACTION ITEM: Request to begin developing minimum standards for future Commercial Aeronautical Businesses at Joslin Field.

Time Estimate:

The staff presentation will take approximately 5-10 minutes, with possibly additional time for questions.

Background:

Airport owners and operators commonly impose requirements that must be met by the businesses that perform commercial aeronautical activities. These requirements are known as "Minimum Standards."

An airport's purpose in imposing standards is to ensure a safe, efficient and adequate level of operation and services is offered to the public. Such standards must be reasonable and not unjustly discriminatory.

Minimum Standards typically include **procedural requirements** for obtaining approval from the airport sponsor to engage in aeronautical activities and **substantive standards** related to such activities.

Minimum Standards can best be understood as an exercise of the airport sponsor's proprietary authority over an airport, that is, its power as the property owner to condition use of the facility in exchange for the privilege of conducting aeronautical activities on the airport.

Approval Process:

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

Budget Impact:

We do not anticipate any significant impact to the airport budget.

Regulatory Impact:

Adoption of Minimum Standards would be applicable to new commercial aeronautical activities and not for established airport commercial providers already operating under lease agreements with the airport. Existing operators that take on new commercial aeronautical activities after the establishment of Minimum Standards would need to follow the standards.

Establishment of Minimum Standards are not intended to create unreasonable "barriers to entry" for new commercial aeronautical activity providers nor the creation of exclusive rights for any current commercial aeronautical operator at the airport.

History:

N/A

Analysis:

N/A

Conclusion:

The FAA highly recommends the establishment of Minimum Standards at airports (See Attached). In order to be better prepared to manage the growth and future opportunities at the airport, staff recommends the City Council approve the request.

If the City Council approves the request, the Airport Board would form a sub-committee to formulate draft standards for the Boards consideration and ultimate recommendation to the City Council for adoption.

Attachments:

1. AC_150_5190-7

U.S. Department
of Transportation

**Federal Aviation
Administration**

Advisory Circular

Subject: MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

Date: August 28, 2006 **AC No:** 150/5190-7
Initiated by: ACO-100 **Change:**

1. PURPOSE. This advisory circular (AC) provides basic information pertaining to the Federal Aviation Administration's (FAA's) recommendations on commercial minimum standards and related policies. Although minimum standards are optional, the FAA highly recommends their use and implementation as a means to minimize the potential for violations of Federal obligations at federally obligated airports.

2. CANCELLATION. AC 150/5190-5, *Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities* (Change 1), dated June 10, 2002, is cancelled.

3. BACKGROUND. In accordance with the Airport and Airway Improvement Act of l982, 49 United States Code (U.S.C.) § 47101, *et seq.*, and the Airport Improvement Program Sponsor Assurances, the owner or operator of any airport (airport sponsor) that has been developed or improved with Federal grant assistance or conveyances of Federal property assistance is required to operate the airport for the use and benefit of the public and to make it available for all types, kinds, and classes of aeronautical activity.[1] The Surplus Property Act of l944 (as amended by 49 U.S.C., §§ 47151-47153) contains a parallel obligation under its terms for the conveyance of Federal property for airport purposes. Similar obligations exist for airports that have received nonsurplus government property under 49 U.S.C. § 47125 and previous corresponding statutes.

These Federal obligations involve several distinct requirements. Most important is that the airport and its facilities must be available for public use as an airport. The terms imposed on those who use the airport and its services must be reasonable and applied without unjust discrimination, whether by the airport sponsor or by a contractor or licensee who has been granted a right by the airport sponsor to offer services or commodities normally required to serve aeronautical users of the airport.

Federal law requires that recipients of Federal grants (administered by the FAA) sign a grant agreement or covenant in a conveyance of property that sets out the obligations that an airport sponsor assumes in exchange for Federal assistance. The FAA's policy recommending minimum standards stems from the airport sponsor's grant assurances and similar property conveyance obligations to make the airport available for public use on reasonable conditions and without unjust discrimination.

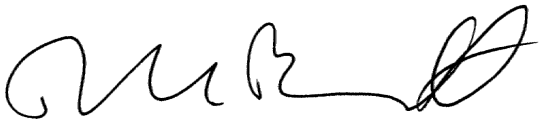
[1] The legislative background for the provisions discussed in this AC began as early as l938 and evolved under the Federal Aid to Airports Program (FAAP), Airport Development Aid Program (ADAP), and Airport Improvement Program (AIP).

4. USE OF THIS AC. This AC addresses FAA's policy on minimum standards and provides guidance on developing effective minimum standards. This AC describes the sponsor's prerogative to establish minimum standards for commercial aeronautical service providers at federally obligated airports. Additionally, this AC provides guidance for self-service operations and self-service rules and regulation of other aeronautical activities. It does not address requirements imposed on nonaeronautical entities, which are usually addressed as part of the airport's contracts, leases, rules and regulations, and/or local laws. The FAA does not approve minimum standards. However, the FAA airports district and regional offices will review proposed minimum standards at the request of an airport sponsor. The FAA regional and district offices may advise airport sponsors on the appropriateness of proposed standards to ensure the standards do not place the airport in a position inconsistent with its Federal obligations.

5. RELATED READING MATERIALS.

a. *FAA Airport Compliance Requirements*, Order 5190.6A, dated October 16, l989.

b. Further information can be obtained at the Airports District Office (ADO) in your area. A listing of ADOs can be found at http://www.faa.gov/airports_airtraffic/airports/regional_guidance/.



DAVID L. BENNETT
Director, Office of Airport
Safety and Standards

SECTION 1. MINIMUM STANDARDS

1.1. POLICY. The airport sponsor of a federally obligated airport agrees to make available the opportunity to engage in commercial aeronautical activities by persons, firms, or corporations that meet reasonable minimum standards established by the airport sponsor. The airport sponsor's purpose in imposing standards is to ensure a safe, efficient and adequate level of operation and services is offered to the public. Such standards must be reasonable and not unjustly discriminatory. In exchange for the opportunity to engage in a commercial aeronautical activity, an aeronautical service provider engaged in an aeronautical activity agrees to comply with the minimum standards developed by the airport sponsor. Compliance with the airport's minimum standards should be made part of an aeronautical service provider's lease agreement with the airport sponsor.

The FAA suggests that airport sponsors establish reasonable minimum standards that are relevant to the proposed aeronautical activity with the goal of protecting the level and quality of services offered to the public. Once the airport sponsor has established minimum standards, it should apply them objectively and uniformly to all similarly situated on-airport aeronautical service providers. The failure to do so may result in a violation of the prohibition against exclusive rights and/or a finding of unjust economic discrimination for imposing unreasonable terms and conditions for airport use.

1.2. DEVELOPING MINIMUM STANDARDS.

a. Objective. The FAA objective in recommending the development of minimum standards serves to promote safety in all airport activities, protect airport users from unlicensed and unauthorized products and services, maintain and enhance the availability of adequate services for all airport users, promote the orderly development of airport land, and ensure efficiency of operations. Therefore, airport sponsors should strive to develop minimum standards that are fair and reasonable to all on-airport aeronautical service providers and relevant to the aeronautical activity to which it is applied. Any use of minimum standards to protect the interests of an exclusive business operation may be interpreted as the grant of an exclusive right and a potential violation of the airport sponsor's grant assurances and the FAA's policy on exclusive rights.

b. Authority Vested in Airport Sponsors. Grant Assurance 22 *Economic Nondiscrimination* Sections (h) and (i) (see 49 U.S.C. § 47107) provides that the sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

Under certain circumstances, an airport sponsor could deny airport users the opportunity to conduct aeronautical activities at the airport for reasons of safety and efficiency.[2] A denial based on safety must be based on evidence demonstrating that safety will be compromised if the applicant is allowed to engage in the proposed aeronautical activity. Airport sponsors should carefully scrutinize the safety reasons for denying an aeronautical service provider the opportunity to engage in an aeronautical activity if the denial has the possible effect of limiting competition.

The FAA is the final authority in determining what, in fact, constitutes a compromise of safety. As such, an airport sponsor that is contemplating the denial of a proposed on-airport aeronautical activity

[2] The word efficiency refers to the efficient use of navigable airspace, which is an Air Traffic Control function. It is not meant to be an interpretation that could be construed as protecting the "efficient'' operation of an existing aeronautical service provider at the airport.

is encouraged to contact the local Airports District Office (ADO) or the Regional Airports Office before taking action. Those offices will then seek assistance from FAA Flight Standards (FS) and Air Traffic (AT) to assess the reasonableness and whether unjust discrimination results from the proposed restrictions on aeronautical activities based on safety and efficiency.

c. Developing Minimum Standards. When developing minimum standards, the most critical consideration is the particular nature of the aeronautical activity and operating environment at the airport. Minimum standards should be tailored to the specific aeronautical activity and the airport to which they are to be applied. For example, it would be unreasonable to apply the minimum standards for a fixed-base operator (FBO) at a medium or large hub airport to a general aviation airport serving primarily piston-powered aircraft. The imposition of unreasonable requirements illustrates why "fill-in-the-blank" minimum standards and the blanket adoption of standards of other airports may not be effective. Instead, in Section 2 of this document, the FAA has provided guidance in the form of questions and examples to illustrate an approach to the development and implementation of minimum standards. It is important that the reader understand that what follows does not constitute a complete model for minimum standards, but rather a source of ideas to which the airport sponsor can turn when developing minimum standards.

d. Sponsor Prerogative to Establish Minimum Standards. When the airport sponsor imposes reasonable and not unjustly discriminatory minimum standards for airport operations through the use of reasonable minimum standards, the FAA generally will not find the airport sponsor in violation of the Federal obligations. Considerations for applying those standards may include, but are not limited to, the following:

(1) Apply standards to all providers of aeronautical services, from full service FBOs to single service providers;

(2) Impose conditions that ensure safe and efficient operation of the airport in accordance with FAA rules, regulations, and guidance;

(3) Ensure standards are reasonable, not unjustly discriminatory, attainable, uniformly applied and reasonably protect the investment of providers of aeronautical services to meet minimum standards from competition not making a similar investment;

(4) Ensure standards are relevant to the activity to which they apply; and

(5) Ensure standards provide the opportunity for newcomers who meet the minimum standards to offer their aeronautical services within the market demand for such services.

Note: There is no requirement for inclusion of nonaeronautical activities (such as a restaurant, parking or car rental concession) in minimum standards since those activities are not covered under the grant assurances or covenants in conveyance of Federal property.

e. Practical Considerations. Many airport sponsors include minimum standards in their lease agreements with aeronautical service providers. While minimum standards implemented in this manner can be effective, they also render the airport sponsor vulnerable to the challenges of prospective aeronautical service providers on the grounds that the minimum standards are not objective. The FAA encourages airport sponsors to publish their minimum standards periodically. Minimum standards can be amended periodically over time; however, a constant juggling of minimum standards is not encouraged. Notifying aeronautical service providers that the changes to

minimum standards are to improve the quality of the aeronautical service offered to the public can facilitate earlier acceptance of changes. An airport sponsor can provide for periodic reviews of the minimum standards to ensure that the standards continue to be reasonable. To foster a more receptive environment, the FAA encourages airport sponsors to include aeronautical users in the process leading to changes in minimum standards.

f. Factors to Consider. Numerous factors can and should be considered when developing minimum standards. Airport sponsors may avoid unreasonable standards by selecting factors that accurately reflect the nature of the aeronautical activity under consideration. It is impossible for the FAA to present every possible factor necessary for a task, mostly because of the vast differences that exist between individual airports. Obvious factors one should consider are:

(1) What type of airport is at issue? Is it a large airport or a small rural airport? Will the airport provide service to only small general aviation aircraft or will it serve high performance aircraft and air taxi operators as well?

(2) What types of aeronautical activities will be conducted on the airport?

(3) How much space will be required for each type of aeronautical activity that may prospectively operate at the airport?

(4) What type of documentation will business applicants be required to present as evidence of financial stability and good credit?

(5) To what extent will each type of aeronautical activity be required to demonstrate compliance with sanitation, health, and safety codes?

(6) What requirements will be imposed regarding minimum insurance coverage and indemnity provisions?

(7) Is each minimum standard relevant to the aeronautical activity for which it is to be applied?

g. New Versus Existing Aeronautical Service Providers. Airport sponsors are encouraged to develop minimum standards for new aeronautical business ventures it desires to attract to the airport. Minimum standards may be part of a competitive solicitation to encourage prospective service providers to be more responsive in their proposals. Minimum standards can be modified to reflect the airport's experience and to be watchful for new opportunities (i.e. such as Specialized Aviation Service Operations (SASOs)). Minimum standards should be updated to reflect current conditions that exist at the airport and not those that existed in the past. In any case, once an airport sponsor receives a proposal for a new aeronautical business, it must ascertain whether the existing minimum standards can be used for the new business or new minimum standards should be developed to better fit the new business venture. However, in all cases, the airport sponsor must ensure that in changing minimum standards for whatever reason, it is not applying unreasonable standards or creating a situation that will unjustly discriminate against other similarly situated aeronautical service providers. The FAA stands by the principle that once minimum standards have been established, airport sponsors must uniformly apply them to all similarly situated aeronautical service providers. Some points of consideration are as follows:

(1) Can new minimum standards be designed to address the needs of both existing and future aeronautical business? If not, can a tiered set of minimum standards be developed to address the

same type of aeronautical activity but differ significantly in scale and investment (i.e. an FBO building large hangars and serving high performance aircraft and a second FBO building and only T-hangars and serving only smaller general aviation aircraft)?

(2) Was the minimum standard created under a lease agreement (with a specific aeronautical service provider) so the subject standard may not be reasonable if applied to other aeronautical service providers?

(3) Has conformance to the minimum standards been made a part of the contract between the aeronautical service provider and the airport sponsor?

(4) Has the financial performance of the airport improved or declined since the time the minimum standards were implemented?

1.3. MINIMUM STANDARDS APPLY BY ACTIVITY.

Difficulties can arise if the airport sponsor requires that all businesses comply with all provisions of the published minimum standards. An airport sponsor should develop reasonable, relevant, and applicable standards for each type and class of service.

a. Specialized Aviation Service Operations. When specialized aviation service operations (SASOs), sometimes known as single-service providers or special FBOs, apply to do business on an airport, "all" provisions of the published minimum standards may not apply. This is not to say that all SASOs providing the same or similar services should not equally comply with all applicable minimum standards. However, an airport should not, without adequate justification, require that a service provider desiring to provide a single service or less than full service also meet the criteria for a full-service FBO. Examples of these specialized services may include aircraft flying clubs, flight training, aircraft airframe and powerplant repair/maintenance, aircraft charter, air taxi or air ambulance, aircraft sales, avionics, instrument or propeller services, or other specialized commercial flight support businesses. Airport sponsors generally do not allow fuel sales alone as a SASO, but usually require that fuel sales be bundled with other services.

b. Independent Operators. If individual operators are to be allowed to perform a single-service aeronautical activity on the airport (aircraft washing, maintenance, etc.), the airport sponsor should have a licensing or permitting process in place that provides a level of regulation and compensation satisfactory to the airport. Frequently, a yearly fee or percentage of the gross receipts fee is a satisfactory way of monitoring this type of operation.

c. Self-Fueling and Other Self-Service Activities. Since self-service operations performed by the owner or operator of the aircraft using his or her own employees and equipment are not commercial activities, the FAA recommends that airport sponsor requirements concerning those non-commercial activities be separate from the document designed to address commercial activities. Airport rules and regulations or specific language in leases can better address requirements concerning self-service operations and other airport activities.

Self-fueling means the fueling or servicing of an aircraft (i.e. changing the oil, washing) by the owner of the aircraft with his or her own employees and using his or her own equipment. Self-fueling and other self-services cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. As one of many self-service activities that can be conducted by the aircraft owner or operator by his or her own employees using his or her own equipment, self-fueling, differs from using a self-service fueling pump made available by the airport,

an FBO or an aeronautical service provider. The use of a self-service fueling pump is a commercial activity and is not considered self-fueling as defined herein.

In addition to self-fueling, other self-service activities that can be performed by the aircraft owner with his or her own employees includes activities such as maintaining, repairing, cleaning, and otherwise providing service to an aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner. Title 14 Code of Federal Regulations (CFR) Part 43 permits the holder of a pilot certificate to perform specific types of preventative maintenance on any aircraft owned or operated by the pilot.

1.4. THROUGH THE FENCE OPERATOR. The owner of an airport may, at times, enter into an agreement (i.e. access agreement or lease agreement) that permits access to the public landing area by independent operators offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not a part of, the airport property**.** However, a through-the-fence operation could undermine an airport's minimum standards unless the airport sponsor is careful to apply its minimum standards through an airport access agreement, including conditions to protect the airport's ability to meet all of its Federal obligations.

a. No Obligation to Permit Through-the-Fence. The obligation to make an airport available for the use and benefit of the public does not require the airport sponsor to permit ground access by aircraft from adjacent property. Through-the-fence arrangements can place an encumbrance upon the airport property and reduce the airport's ability to meet its Federal obligations. As a general principal the FAA does not support agreements that grant access to the public landing area by aircraft stored and serviced off-site on adjacent property.

In some cases, however, the airport sponsor may opt to grant through-the-fence access, but it should do so on a case-by-case basis and only when the airport retains its ability to meet its Federal obligations. To minimize the possibility of conflict between a through-the-fence agreement and the airports' ability to meet its Federal obligations, the airport sponsor must retain the legal right to require the off-site property owner or party granted access to the airport to conform in all respects to the requirements of any existing or proposed grant agreement or Federal property conveyance obligation. This includes requirements to ensure operating safety and equitable compensation for use of the airport. Special safety and operational requirements should be incorporated into any access agreement to ensure that the through-the-fence access does not complicate the control of vehicular and aircraft traffic or compromise the security of the airfield operations area.

Proposed new agreements granting access to a public landing area from off-site locations should be reported to the FAA Regional Airports Division with a full statement of the circumstances and a copy of the proposed through-the-fence or access agreement so the FAA can review it for consistency with the airport sponsor's Federal obligations and incorporate it into the current Airport Layout Plan (ALP).

b. Access Agreement. Any through-the-fence access should be subject to a written agreement between the airport sponsor and the party granted access. The access agreement should specify what specific rights of access are granted; payment provisions that provide, at a minimum, parity with similarly situated on-airport tenants and equitable compensation for the use of the airport; expiration date; default and termination provisions; insurance and indemnity provisions; and a clear statement that the access agreement is subordinate to the grant assurances and/or Federal property conveyance obligations and that the sponsor shall have the express right to amend or terminate the access agreement to ensure continued compliance with all grant assurances and Federal property conveyance obligations.

The access agreement should have a fixed contract period and the airport sponsor is under no obligation to accept a proposed assignment or sale of the access agreement by one party to another. It is encouraged that airport sponsors expressly prohibit the sale or assignment of its access agreement.

1.5. RESERVED.

SECTION 2. GUIDANCE ON DEVELOPING MINIMUM STANDARDS

2.1. SAMPLE QUESTIONS. As a guide for the airport sponsor, the following series of questions are provided to address some of the various types of specific services or activities frequently offered to the public:

a. Fuel Sales. The on-airport sale of fuel and oil requires numerous considerations that include, but are not limited to, the physical requirements for a safe and environmentally sound operation. Some recommended considerations are listed below:

(1) Where on the airport will the fuel tanks be installed? Who will control access to the fueling site? What parties will be granted access to the site to receive fueling services?

(2) Will fuel tanks be installed above or below ground? Will fuel trucks be utilized to fuel remotely parked aircraft?

(3) Will the fueling operator have sufficient fuel capacity and types of fuel to accommodate the mix of aircraft using the airport?

(4) How many days' supply of fuel will be available on airport? Are provisions to resupply the on-airport fuel tanks sufficient to ensure a continuous fuel supply?

(5) Will the fueling operator have suitable liability insurance and indemnify the airport sponsor for liability for its fueling operation, including fuel spills and environmental contamination?

b. Personnel Requirements. An aeronautical service provider's need for personnel will be dictated by the size of the airport and the public demand for aeronautical services. In all instances, an airport sponsor will be well advised to ensure that aeronautical service providers have sufficient personnel to run their operation safely and meet aeronautical demand for the services in question. Naturally, the personnel requirements will vary with the specific aeronautical service being offered.

(1) How many fully trained and qualified personnel will be available each day and over what hours to provide aeronautical services? Will this reasonably meet the demand by aeronautical users?

(2) Describe the training and qualifications of personnel engaged in the services provided to aeronautical users.

c. Airport and Passenger Services. This is a necessary consideration in those instances where the airport has aeronautical service providers engaged in handling services for air carrier and/or cargo carriers that do not provide their own support personnel on-site:

(1) Provide a list of the equipment and services (both above and below wing) that will be provided by the aeronautical service provider, including ground power units**,** over night parking areas, towing equipment, starters, remote tie-down areas, jacks, oxygen, compressed air, tire repair, sanitary lavatory service, ticketing and passenger check-in services, office and baggage handling services and storage space.

(2) What provisions have been made regarding passenger conveniences and services?

(a) Access to passenger loading bridges/steps, sanitary rest rooms, boarding hold rooms, telephones, food and beverage service, and other passenger concessions.

(b) Access to concession and ground transportation services for the benefit of passengers and/or crewmembers.

d. Flight Training Activities. On-airport flight training can be provided by the airport sponsor/owner or by a service provider. The minimum standards imposed on flight instruction operations should take the following information into consideration:

(1) What type of flight training will the service provider offer?

(2) What arrangements have been made for the office space the school is required to maintain under 14 CFR 141.25? What is the minimum amount of classroom space that the service provider must obtain?

(3) Will flight training be provided on a full-time or part-time basis?

(4) What type of aircraft and how many will be available for training at the on-airport location?

(5) What provisions have been made for the storage and maintenance of the aircraft?

(6) What provisions will be made for rest rooms, briefing rooms, and food service?

(7) What coordination and contacts exist with the local Flight Standards District Office?

e. Aircraft Engine/Accessory Repair and Maintenance. The applicant for an on-airport repair station is subject to several regulatory requirements under 14 CFR Part 145 *Repair Stations.* Depending on the type and size of the proposed repair station, the following questions may provide helpful guidelines:

(1) What qualifications will be required of the repair station employees? Typically, the holder of a domestic repair station certificate must provide adequate personnel who can perform, supervise, and inspect the work for which the station is rated.

(2) What repair station ratings does the applicant hold?

(3) What types of services will the repair station offer to the public? These services can vary from repair to maintenance of aircraft and include painting, upholstery, etc.

(4) Can the applicant secure sufficient airport space to provide facilities so work being done is protected from weather elements, dust, and heat? The amount of space required will be directly related to the largest item or aircraft to be serviced under the operator's rating.

(5) Will suitable shop space exist to provide a place for machine tools and equipment in sufficient proximity to where the work is performed?

(6) What amount of space will be necessary for the storage of standard parts, spare parts, raw materials, etc.?

(7) What type of lighting and ventilation will the work areas have? Will the ventilation be adequate to protect the health and efficiency of the workers?

(8) If spray painting, cleaning, or machining is performed, has sufficient distance between the operations performed and the testing operations been provided to prevent adverse affects on testing equipment?

f. Skydiving. Skydiving is an aeronautical activity. Any restriction, limitation, or ban on skydiving on the airport must be based on the grant assurance that provides that the airport sponsor may prohibit or limit aeronautical use for the safe operation of the airport (subject to FAA approval). The following questions present reasonable factors the sponsor might contemplate when developing minimum standards that apply to skydiving:

(1) Will this activity present or create a safety hazard to the normal operations of aircraft arriving or departing from the airport? If so, has the local Airports District Office (ADO) or the Regional Airports Office been contacted and have those FAA offices sought the assistance from FAA Flight Standards (FS) and Air Traffic (AT) to assess whether safe airport operations would be jeopardized?

(2) Can skydiving operations be safely accommodated at the airport? Can a drop zone be safely established within the boundaries of the airport? Is guidance in FAA AC-90-66A *Recommended Standards Traffic Patterns and Practices for Aeronautical Operations at Airports Without Operating Control Towers*, 14 CFR Part 105 and United States Parachute Association's (USPA) *Basic Safety Requirements* being followed?

(3) What reasonable time periods can be designated for jumping in a manner consistent with Part 105? What experience requirements are needed for an on-airport drop zone?

(4) What is a reasonable fee that the jumpers and/or their organizations can pay for the privilege of using airport property?

(**5**) Has the relevant air traffic control facility been advised of the proposed parachute operation? Does the air traffic control facility have concerns about the efficiency and utility of the airport and its related instrument procedures?

(6) Will it be necessary to determine the impact of the proposed activity on the efficiency and utility of the airport, related instrument approaches or nearby Instrument Flight Rules (IFR)? If so, has FAA Air Traffic reviewed the matter and issued a finding?

g. Ultralight Vehicles and Light Sport Aviation. The operation of ultralights and light sport aircraft are aeronautical activities and must, therefore, be generally accommodated on airports that have been

developed with Federal airport development assistance. Airport sponsors are encouraged to consider some of the following questions:

(1) Can ultralight aircraft be safely accommodated at the airport? Is guidance in FAA AC-90-66A *Recommended Standards Traffic Patterns and Practices for Aeronautical Operations at Airports Without Operating Control Towers* and 14 CFR Part 103 being followed?

(2) Can all types of Light Sport aircraft be safely accommodated at the airport?

(3) Will this activity present or create a safety hazard to the normal operations of aircraft arriving or departing from the airport? If so, has FAA Flight Standards reviewed the matter and issued a finding?

(4) Will an FAA airspace study be necessary to determine the efficiency and utility of the airport when considering the proposed activity? If so, has FAA Air Traffic reviewed the matter and issued a finding?

h. Fractional Aircraft Ownership. Fractional ownership programs are subject to an FAA oversight program similar to that provided to air carriers, with the exception of en route inspections. The FAA has for a long time and under certain circumstances, interpreted an aircraft owner's right to self-service to include operators. For example, a significant number of aircraft operated by airlines are not owned but leased under terms that give the operator airline owner-like powers. The same is true for other aeronautical operators such as charter companies, flight schools, and flying clubs, which may not hold title to the aircraft, but through leasing arrangements, for example, retain full and exclusive control of the aircraft for long periods of time. The same is true of 14 CFR Part 91 Subpart K. Fractional ownership companies are subject to operational control responsibilities, maintenance requirements, and safety requirements not unlike 14 CFR Part 135 operators. For additional information on fractional ownership, contact your local Flight Standards District Office.

i. Other Requirements. When drafting minimum standards documents, airport sponsors may have to take into account other Federal, state, and local requirements. This includes Federal requirements and guidance by the Transportation Safety Administration (TSA) and the Environmental Protection Agency (EPA), state requirements such as aircraft registration (in some states) and local fire regulations. For guidance on matters such as these, please contact the FAA's Airports District Office (ADO) in your area and/or state aviation agency. A listing of ADOs can be found at http://www.faa.gov/airports_airtraffic/airports/regional_guidance/. Information and contacts regarding state aviation agencies is available at http://www.nasao.org/.

2.2. THROUGH 2.5. RESERVED.

APPENDIX 1. DEFINITIONS

1.1. The following are definitions for the specific purpose of this AC.

a. Aeronautical Activity. Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not aeronautical activities.

b. Airport. An area of land or water that is used, or intended to be used, for the aircraft takeoff and landing. It includes any appurtenant areas used, or intended to be used, for airport buildings or other airport facilities or rights-of-way, together with all airport buildings and facilities located thereon. It also includes any heliport.

c. Airport District Office (ADO). These FAA offices are outlying units or extensions of regional airport divisions. They advise and assist airport sponsors with funding requests to improve and develop public airports. They also provide advisory services to the owners and operators of both public and private airports in the operation and maintenance of airports. See the FAA Web site for a complete listing of all ADO offices at http://www.faa.gov/airports_airtraffic/airports/regional_guidance/.

d. Airport Sponsor. The airport sponsor is either a public agency or a private owner of a public-use airport that submits to the FAA an application for financial assistance (such as AIP grants) for the airport. In accepting an application for financial assistance, the FAA will ensure that the airport sponsor is legally, financially, and otherwise able to assume and carry out the certifications, representations, warranties, assurances, covenants and other obligations required of sponsors, which are contained in the AIP grant agreement and property conveyances.

e. Commercial Self-Service Fueling. A fueling concept that enables a pilot to fuel an aircraft from a commercial fuel pump installed for that purpose by an FBO or the airport sponsor. The fueling facility may or may not be attended.

f. Exclusive Right. A power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred either by express agreement (i.e. lease agreement), by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.

g. Federal Airport Obligations. All references to a Federal grant program, Federal airport development assistance, or Federal aid contained in this AC are intended to address obligations arising from the conveyance of land or from grant agreements entered under one of the following acts:

> **(1) Surplus Property Act of l944 (SPA), as amended, 49 U.S.C. §§ 47151-47153.** Surplus property instruments of transfer were issued by the War Assets Administration (WAA) and are now issued by its successor, the General Services Administration (GSA). However, the law imposes upon the FAA (delegated to FAA from The Department of Transportation) the sole responsibility for determining and enforcing compliance with the terms and conditions of

all instruments of transfer by which surplus airport property is or has been conveyed to non-Federal public agencies pursuant to the SPA. 49 U.S.C. § 47151(b).

(2) Federal Aid to Airports Program (FAAP). This grant-in-aid program administered by the agency under the authority of the Federal Airport Act of 1946, as amended, assisted public agencies in the development of a nationwide system of public airports. The Federal Airport Act of 1946 was repealed and superseded by the Airport Development Aid Program (ADAP) of 1970.

(3) Airport Development Aid Program (ADAP). This grant-in-aid program administered by the FAA under the authority of the Airport and Airway Development Act of 1970, as amended, assisted public agencies in the expansion and substantial improvement of the Nation's airport system. The l970 act was repealed and superseded by the Airport and Airway Improvement Act of 1982 (AAIA).

(4) Airport Improvement Program (AIP). This grant-in-aid program administered by the FAA under the authority of the Airport and Airway Improvement Act of l982, 49 U.S.C. § 47101, *et seq*., assists in maintaining a safe and efficient nationwide system of public-use airports that meet the present and future needs of civil aeronautics.

h. Federal Grant Assurance. A Federal grant assurance is a provision within a Federal grant agreement to which the recipient of Federal airport development assistance has agreed to comply in consideration of the assistance provided. Grant assurances are required by statute, 49 U.S.C. § 47101.

i. Fixed-Base Operator (FBO). A commercial business granted the right by the airport sponsor to operate on an airport and provide aeronautical services such as fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction, etc.

j. Fractional Ownership. Fractional ownership operations are aircraft operations that take place under the auspices of 14 CFR Part 91 Subpart K. This type of operation offers aircraft owners increased flexibility in the ownership and operation of aircraft including shared or joint aircraft ownership. It provides for the management of the aircraft by an aircraft management company. The aircraft owners participating in the program agree not only to share their own aircraft with others having a shared interest in that aircraft, but also to lease their aircraft to other owners in the program (dry lease exchange program).[3] A fractional owner or owner means an individual or entity that possesses a minimum fractional ownership interest in a program aircraft and that has entered into the applicable program agreements. For additional information, please see 14 CFR 91.1001 *Applicability* at http://www.access.gpo.gov/nara/cfr/waisidx_04/14cfr91_04.html and contact your local Flight Standards District Office.

k. Grant Agreement. A Federal grant agreement represents an agreement made between the FAA (on behalf of the United States) and an airport sponsor for the grant of Federal funding.

l. Public Airport. Means an airport open for public use that is publicly owned and controlled by a public agency.

m. Public-Use Airport. Means either a public airport or a privately owned airport open for public use.

[3] A dry lease aircraft exchange means an arrangement, documented by the written program agreements, under which program aircraft are available, on an as needed basis without crew, to each fractional owner.

n. Specialized Aviation Service Operations (SASO). SASOs are sometimes known as single-service providers or special FBOs performing less than full services. These types of companies differ from a full service FBO in that they typically offer only a specialized aeronautical service such as aircraft sales, flight training, aircraft maintenance, or avionics services for example.

o. Self-Fueling and Self-Service. Self-fueling means the fueling or servicing of an aircraft (i.e. changing the oil, washing) by the owner of the aircraft with his or her own employees and using his or her own equipment. Self-fueling and other self-services cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. As one of many self-service activities that can be conducted by the aircraft owner or operator by his or her own employees using his or her own equipment, self-fueling, differs from using a self-service fueling pump made available by the airport, an FBO, or an aeronautical service provider. The use of a self-service fueling pump is a commercial activity and is not considered self-fueling as defined herein. In addition to self-fueling, other self-service activities that can be performed by the aircraft owner with his or her own employees includes activities such as maintaining, repairing, cleaning, and otherwise providing service to an aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner.

p. Through-the-Fence Operations. Through-the-fence operations are those activities permitted by an airport sponsor through an agreement that permits access to the public landing area by independent entities or operators offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not a part of, the airport property**.** The obligation to make an airport available for the use and benefit of the public does not impose any requirement for the airport sponsor to permit ground access by aircraft from adjacent property.

Date: Monday, September 16, 2019

To: Honorable Mayor and City Council

From: Jason Brown, Environmental Coordinator

ACTION ITEM

Request:

ACTION ITEM: Request to approve a Professional Service Contract for Development of an Asset Management Framework at the Wastewater Treatment Plant.

Time Estimate:

10 minutes

Background:

An asset management plan is an approach that takes into consideration condition of an asset and the likelihood of asset failure. Building a framework to assess the current and future needs of the wastewater treatment plant allows city staff to make more informed decision on future project funding and long term asset replacement. The assessment also looks at current software usage at the wastewater treatment plant and compares it to the Cityworks software the Public Works department is currently using.

Approval Process:

City Council authorizes City staff enter into a contract with Jacobs Engineering Group for the development of an asset management plan framework in the amount of $58,489.00.

Budget Impact:

City staff is requesting a re-appropriation to the current fiscal year budget of $58,489.00. The re-appropriation would come from the budget item for the boiler replacement.

City staff had originally requested through the normal budgeting process that the biosoilds boiler at the wastewater treatment plant be replaced. After further investigation, it was determined that the replacement of the boilers would require engineering design services for additional modifications. The engineering design service are approximately half of the $210,000 budgeted for the boiler replacement. This would allow for a re-appropriation of $58,489.00 in this years budget to the asset management framework contract. After the the design and evaluation of the biosolids boiler, city staff will work through the budget process or request the usage of reserve funds at a later time.

Regulatory Impact:

There would be not regulatory impacts with the modification to the current fiscal year budget.

History:

N/A

Analysis:

N/A

Conclusion:

Staff is asking for City Council's approval to enter into contract for the development of an asset management plan framework in the amount of $58,489.00.

Attachments:

1. Twin Falls_WWTP_Asset_Management_Scope_Final_Signed

Scope of Work

City of Twin Falls Wastewater Treatment Plant Asset Management

Prepared for

City of Twin Falls

August 20, 2019

Prepared by

JACOBS®

Task Order Scope of Work

City of Twin Falls WWTP – Asset Management

Project Understanding

Jacobs Engineering Group Inc. (Jacobs) is pleased to provide this scope of work for consulting services to assist in the development of an asset management framework for the major components at the Wastewater Treatment Plant.

This work will be performed in accordance with the Master Agreement for Professional Services between the City of Twin Falls and CH2M HILL, Inc. dated January 21, 2010 (novated to CH2M HILL Engineers, Inc effective June 17, 2013). CH2M HILL is a wholly owned subsidiary of Jacobs.

The objective of this project is to provide a condition and risk of failure-based approach to management of the major assets at the Wastewater Treatment Plant. This methodology is intended to allow the City to make more informed decisions regarding project funding and to improve long term planning for asset replacement. Additional tasks will be to investigate the current computer-based maintenance programs in use by the City and determine if there is a benefit to consolidating to one system.

Scope of Work

The project will rely on the information that currently exists in the computer-based maintenance program in use at the WWTP and supplemented with the information from WWTP staff. Consequence of failure and likelihood of failure matrices will be developed based on criteria defined by the City and will be documented in the form of a spreadsheet. WWTP staff will assist in the review of the equipment information pulled from the maintenance program and will rank the equipment based on risk of failure and consequence of failure criteria previously established. Also, an age-based asset replacement schedule will be created for the major components at the facility. Additionally, the two computer-based maintenance programs that are in use at the WWTP and the City (Maintenance Connection and Cityworks) will be investigated for their functionality in regard to asset management and normal maintenance.

This involves several subtasks as listed below and described in the following sections.

Task 1 Consequence of failure and likelihood of failure matrices will be developed and used for ranking WWTP processes according to their risk of not meeting the City's level of service goals. Jacobs will develop initial matrices to be validated during Workshop 1 with City stakeholders. These matrices will be used to score the assets relative to one another.

Task 2 With finalized consequence of failure and likelihood of failure matrices from Task 1 as scoring criteria, the WWTP assets will be scored in a desktop risk assessment, Workshop 2. The asset information from Maintenance Connection will be used to inform the existing WWTP processes and assets. Jacobs and City stakeholders will assign consequence of failure and likelihood of failure scores to each unit process to develop the risk for each process. The highest risk processes will be reviewed during an onsite walkthrough to gather more information and validate the risk scores developed in the desktop risk assessment. The desktop risk assessment and walkthrough findings will be summarized in a TM.

Task 3 Investigate current maintenance software systems in use at the City and the WWTP to determine if there is an advantage of using one over the other and summarize findings in a technical memorandum.

Task 4 Develop an asset replacement schedule based on the age of the assets and combine into final report. Conduct a final workshop to present the final documents and findings. Workshop 3 will be to present the age-based asset replacement information and to present and discuss the findings and final asset management documents.

Assumptions

The proposal is based on the following assumptions:

- The duration of the project is anticipated to be from an authorization date of fall 2019 and completion of all work by spring 2020, or a 5-month duration from notice to proceed.
- Work will be performed in our Boise office and three workshops will be held in Twin Falls.
- Maintenance Connection can generate equipment lists and records for the current assets at the WWTP.
- Workshop 1 will be in Twin Falls and the meeting is assumed to last up to 4 hours. Jacobs staff will include Gregg Thompson, Mark Bowen, Greg Walker and Neil Jenkins. Jacobs Maintenance and Operations staff from the Wastewater Treatment Plant will be in attendance and their costs will be covered under the current City contract.
- WWTP maintenance staff will provide a desktop assessment of the equipment and will supplement their assessment with field visual inspection and records.
- Equipment assessment is based solely on records available and visual inspections. No significant condition assessments such and vibration testing, oil monitoring, electrical testing, etc. is included in this scope of work.
- Workshop 2 will be in Twin Falls and the meeting is assumed to last up to 4 hours. Jacobs staff will include Gregg Thompson, Mark Bowen, Greg Walker and Neil Jenkins. Jacobs Maintenance and Operations staff from the Wastewater Treatment Plant will be in attendance and their costs will be covered under the current City contract.
- Following Workshop 2 a visual inspection of the systems that are ranked as highest risk will be conducted at the WWTP. The inspection will be attended by The City, Jacobs Maintenance and Operations staff, Greg Walker and Neil Jenkins.
- The only two computer-based maintenance programs that will be assessed is Maintenance Connection and Cityworks.
- Workshop 3 will be in Twin Falls and the meeting is assumed to last 4 hours. Jacobs staff will include Mark Bowen, Greg Walker and Neil Jenkins. Jacobs Maintenance and Operations staff from the Wastewater Treatment Plant will be in attendance and their costs will be covered under the current City contract.

Work Products

The results from the work will be presented in technical memorandums and spreadsheets.

- The technical memorandum and spreadsheets will be provided in Adobe PDF and Microsoft Excel format and 8 ½ x 11 and 11 x 17 hard copy format for review meetings.
- The final documents will be provided in Microsoft Excel, Microsoft Word and Adobe PDF format. One electronic copy will be provided on CD.

Compensation

Level of Effort

Consultant has developed this level of effort estimate based on the work plan presented herein and assumptions stated previously. The fees will be billed as a time and materials contract which will not exceed the total amount of ***$50,491*** without prior approval by the City. In the event of termination of the contract by either party, the project costs incurred to date will be billed – and associated deliverables to date provided to the City.

The cost breakdown is presented in Table 1.

TABLE 1
Compensation – Subtotal of Cost

Asset Management Project	Cost
Consulting Services	$ 49,991
Expenses	$ 500
Total Cost	*$ 50,491*

Optional Additional Workshop (Each)	Cost
Consulting Services	$ 7,748
Expenses	$ 250
Total Cost	*$ 7,998*

The Authorized Representatives designated below are authorized to act with respect to the Task Order. Communications between the parties shall be between parties and their consultants or subcontractors shall be through the Authorized Representatives:	
For the City of Twin Falls	For CH2M HILL Engineers, Inc.
Name: Mark Holtzen, P.E.	Name: Greg Walker, P.E.
Address: P.O. Box 1907 Twin Falls, ID 83303	Address: 999 West Main Street Suite 1200 Boise, ID 83702
Telephone: (208) 735-7273	Telephone: (208) 383-6432

This Task Order is effective this: _____ day of August, 2019	
Accepted for CH2M HILL Engineers, Inc., by:	Accepted for the City of Twin Falls by:
Name: John Barker, P.E.	Name: Mark Holtzen, P.E.
Signature: 	Signature:
Title: Manager of Projects	Title: City Engineer

Date: Monday, September 16, 2019

To: Honorable Mayor and City Council

From: Mitch Humble, Deputy City Manager

ACTION ITEM

Request:

ACTION ITEM: Request to initiate the process to dispose of surplus real property owned by the City of Twin Falls.

Time Estimate:

The staff presentation for this item will take about five minutes. Time may be needed for Council discussion.

Background:

In 1999, The City purchased a half share of the property located at 303 4th Ave East, Twin Falls Townsite Block 47, Lot 9. See the attached aerial photo location map. The party that we bought our share from only owned the half share. The other half share has since been purchased by members of the Stephenson family. This lot contains a small parking lot that the City intended to use as overflow parking for the City Council Chambers, located a block away at 305 3rd Ave East. The Stephensons own the small office building across the street from the parking lot, in between the former Council Chambers building and the parking lot.

Users of the Council Chambers building never really used the parking lot very much, as there was much more convenient parking on the streets nearby and at the former City Hall site. Since the Council Chambers have been moved into our new City Hall on Main Ave East, the City's use of this parking lot has almost entirely disappeared. Currently, the parking lot represents a maintenance and parking enforcement burden for the City with no real advantage at all.

The Stephensons have reached out to me to discuss our combined ownership of the lot. They have an interest in owning the lot outright, rather than sharing ownership with the City. There may, or may not be others interested in acquiring our one half share of the lot as well. In discussing the issue with City staff, we feel like selling our share of the parking lot would also be beneficial by reducing our costs for maintenance and parking enforcement.

The City has a specific process to go through in order to dispose of surplus property. That process involves adoption of a resolution declaring the property surplus and the city's intent to dispose of it, a public hearing on the disposition proposal, a public auction, and the Council's awarding the sale to the winner of the auction. It will take a couple of months, three Council meetings, and a fair amount of work by the staff to get through it. Before we begin this process, we wanted to make sure the Council supported that direction.

Approval Process:

A simple majority vote is needed to approve the request.

Budget Impact:

There is no significant budget impact associated with this request. However, should the Council elect to proceed with the process as requested, the end result of that process could be unanticipated revenue being received by the City for that sale of the surplus real property.

Regulatory Impact:

Approval of this request will initiate the real property disposition process for the City's surplus property located at 303 4th Ave East.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council approve the request to initiate the process to dispose of The City's surplus real property located at 303 4th Ave East.

Attachments:

1. Location Map


Subject Property – 303 4th Ave East
Idaho St East
4th Ave East
Former City Council Chambers – 305 3rd Ave East
Police Station – 321 2nd Ave East
N