



Twin Falls City Council Agenda

Monday, October 6, 2025, 5:00 PM

Council Chambers
203 Main Avenue East, Twin Falls, Idaho

Members: Mayor Ruth Pierce, Vice Mayor Jason Brown, Council Members Craig Hawkins, Spencer Cutler, Christopher Reid, Grayson Stone, Cherie Vollmer

- 1) Call Meeting to Order/Confirmation of Quorum
- 2) Pledge of Allegiance
- 3) Invocation
 - a) **PRESENTATION:** Paul Thompson
- 4) Proclamations
 - a) **PRESENTATION:** Fire Prevention Week
 - b) **PRESENTATION:** Breast Cancer Awareness Month
- 5) Consent Calendar
 - a) **ACTION ITEM:** Request to approve City Council 2025 September 29, Minutes.
By: Rachael Long, Deputy City Clerk
 - b) **ACTION ITEM:** Request to approve Accounts Payable for September 25 - October 01, 2025.
By: Amy Luna, City Clerk
 - c) **ACTION ITEM:** Request to approve October 01, 2025, Travel Requests.
By: Amy Luna, City Clerk
 - d) **ACTION ITEM:** Request to approve the Findings of Facts and Conclusions of Law for the following:
PZ25-0059 - ZDA Amendment – East Park #3
PZ25-0114 - FPLAT - Calistoga Springs Subdivision No. 3 By:
Jonathan Spendlove, Planning and Zoning Director
- 6) Items of Consideration
 - a) **PRESENTATION:** Presentation on Southern Idaho Economic Development Organization.
By: Jan Rogers
 - b) **PRESENTATION:** Presentation of the Sanitation Request for Proposals (RFP) for Solid Waste and Recycling Services.
By: Breanna Howard, CFO
- 7) General Public Input
- 8) Advisory Board Report/Announcements
- 9) Executive Session
 - a) **ACTION ITEM: REQUEST TO ADJOURN TO EXECUTIVE SESSION:**
Request to adjourn to Executive Session pursuant to Idaho Code § 74-206(1)(C) To acquire an interest in real property not owned by a public agency; (E) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.
- 10) Adjournment

Any person(s) needing special accommodations to participate in the above-noticed meeting could contact Josh Palmer (208) 735-7312 at least two working days before the meeting. Si Desae Esta information in Español, Por favor llama a Josh Palmer al telephone (208) 735-7312.

Public Input Procedures

1. Individuals wishing to provide public input regarding matters relevant to the City of Twin falls shall:
 - a. Wait to be recognized by the Mayor or Chairman.
 - b. Approach the microphone/podium.
 - c. State their name, and whether they are a resident or property owner of the City of Twin Falls and proceed with their input.
2. All public input will be limited to two (2) minutes. Individuals are not permitted to give their time to otherspeakers.
3. All presenters shall remain respectful.

Public input will not be about any of the items that were on this agenda, personnel, or a personnel-related issue. All issues involving City personnel should be directly communicated with the mayor and/or the City Manager.

Anyone failing to follow these rules will be provided with one (1) warning. Should the speaker continue to disregard these rules after the warning, they will have the microphone muted and they will be asked to return to their seats.

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 should 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 is the request 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.
 - The written comments, including e-mail, received by 12:00 p.m. on the date of the hearing should 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 of the
City of Twin Falls*

Proclamation

*2025 Fire Prevention Week
October 5 – 11, 2025*

WHEREAS the City of Twin Falls is committed to ensuring the safety and security of all those living in the City of Twin Falls and visiting ; and

WHEREAS, fire remains a serious public safety concern both locally and nationally, and the presence of lithium-ion batteries in many household devices introduces unique fire risks; and

WHEREAS, most of the electronics used in homes daily — including smartphones, tablets, laptops, power tools, e-bikes, e-scooters, and toys — are powered by lithium-ion batteries, which if misused, damaged, or improperly charged, can overheat, start a fire, or explode; and

WHEREAS, the National Fire Protection Association® (NFPA®) reports an increase in battery-related fires, underscoring the need for public education on the safe use of lithium-ion batteries; and

WHEREAS, residents should follow three key calls to action: Buy only listed products, charge batteries safely, and recycle them responsibly to prevent battery-related fires; and

WHEREAS, lithium-ion batteries store a large amount of energy in a small space, and improper use such as overcharging, using off-brand chargers without safety certification, or exposing batteries to damage can result in fire or explosion; and

WHEREAS, the proper disposal and recycling of lithium-ion batteries help prevent environmental hazards and reduce fire risks in the home and community; and

WHEREAS, the City of Twin Falls first responders are dedicated to reducing the occurrence of fires through prevention, safety education, and community outreach; and

WHEREAS, the 2025 Fire Prevention Week™ theme, “Charge into Fire Safety™: Lithium-Ion Batteries in Your Home,” serves to remind us of the importance of using, charging, and recycling lithium-ion batteries safely to reduce the risk of fires in homes and communities.

THEREFORE, I, Ruth Pierce, Mayor of the City of Twin Falls, do hereby proclaim the week of October 5-11,2025, as

Fire Prevention Week

In witness whereof we have hereunto set our hand and caused this seal to be affixed this 6th day of October.

Ruth Pierce, Mayor
City of Twin Falls

Rachael Long
Deputy City Clerk

*Office of the Mayor of the
City of Twin Falls*

Proclamation

*Breast Cancer Awareness Month
October 2025*

WHEREAS: every year, too many Americans are impacted by the pain and hardship caused by breast cancer; and whereas breast cancer remains one of the leading causes of cancer-related deaths among women; the City of Twin Falls proudly honors those who lost their lives to breast cancer and the courageous survivors who are still fighting it.

WHEREAS: October is Breast Cancer Awareness Month, the City of Twin Falls will stand with breast cancer survivors and raise awareness in advancing research efforts. Furthermore, we commit ourselves to support survivors, their loved ones, and organizations that seek to forge a future free from all cancer.

THEREFORE, I, Ruth Pierce, Mayor of the City of Twin Falls, do hereby proclaim October 2025 to be:

BREAST CANCER AWARENESS MONTH

We encourage citizens, government agencies, private businesses, nonprofit organizations, and all others to join in activities that increase awareness of breast cancer prevention.

*In witness whereof we have
hereunto set our hand and caused
this seal to be affixed this 6th day of
October.*

*Ruth Pierce, Mayor
City of Twin Falls*

*Rachael Long
Deputy City Clerk*



Twin Falls City Council Minutes

Monday, September 29, 2025, 5:00 PM

Council Chambers
203 Main Avenue East, Twin Falls, Idaho

1) Call Meeting to Order/Confirmation of Quorum

Present: Mayor Ruth Pierce, Vice Mayor Jason Brown, Council Members Craig Hawkins & Spencer Cutler.

Absent: Cherie Vollmer, Christopher Reid & Grayson Stone.

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Gretchen Scott, City Attorney Bruce Castleton, HR Director Lauren Nickolisen, City Planner Kelli Ebersole, Airport Manager Bill Carberry, Airshow Director Jim O'Donnell, Assistant to City Manager Mandi Thompson, City Planner Lisa Strickland, P&Z Director Jonathan Spendlove, Deputy City Clerk Amy Luna, Administrative Assistant Rachael Long, Public Information Coordinator Joshua Palmer

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

2) Pledge of Allegiance

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

3) Consent Calendar

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

- a) Request to approve City Council 2025 September 22, Minutes.
- b) Request to approve Accounts Payable for September 18-24, 2025.
- c) Request to approve September 24, 2025, Travel Requests.
- d) Request for approval of a Final Plat for the Calistoga Springs Subdivision No. 3, consisting of six (6) lots on approximately 50,901 sf located at the 500-600 block of Orchard Drive, care of EHM Engineers, Inc., on behalf of Gerald Martens. (PZ25-0114)

4) Items of Consideration

- a) Request approval of the Collective Bargaining Agreement between the City and Twin Falls Firefighters Local 1556.

Assistant HR Director Nickolisen requested approval of the Collective Bargaining Agreement between the City and Twin Falls Firefighters Local 1556.

Discussion ensued as follows: none

MOTION: Council Member Cutler moved to approve the request of the Collective Bargaining Agreement between the City and Twin Falls Firefighters Local 1556. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 4 to 0.

- b) Employee Recognition Committee plaque presentation.
City Planner/Committee Chair Ebersole presented the Employee Recognition Committee plaques to City Planner Lisa Strickland and P&Z Director Jonathan Spendlove.
- c) Request to confirm the Mayor's re-appointment of JP O'Donnell for a second term on the Airport Advisory Board
Airport Manager Carberry requested to confirm the mayor's re-appointment of JP O'Donnell for a second term on the Airport Advisory Board.

Discussion ensued as follows: none

MOTION: Vice Mayor Brown moved to approve the request to confirm the mayor's re-appointment of JP O'Donnell for a second term on the Airport Advisory Board. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 4 to 0.

- d) Highlights of the 2025 Magic Valley Airshow
Airshow Director Jim O'Donnell presented highlights of the 2025 Magic Valley Airshow.

Council Member Hawkins thanked the committee for all the hard work they did for the show.

Mayor Pierce thanked Mr. O'Donnell for his presentation.

- e) Request to approve the Airport Board's recommendation to select J-U-B Engineers for FAA Airport Improvement Projects.
Airport Manager Carberry requested to approve the Airport Board's recommendation to select J-U-B Engineers for FAA Airport Improvement Projects.

Discussion ensued as follows: none

MOTION: Vice Mayor Brown moved to approve the request to approve the Airport Board's recommendation to select J-U-B Engineers for FAA Airport Improvement Projects. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 4 to 0.

- f) Request to approve a Resolution adopting Magic Valley Regional Airport's Air Carrier Incentive Program and authorize the mayor to sign the resolution.
Airport Manager Carberry requested to approve **Resolution #25-015** adopting Magic Valley Regional Airport's Air Carrier Incentive Program and authorize the mayor to sign the resolution.

Discussion ensued as follows: none

MOTION: Vice Mayor Brown moved to approve the request to approve Resolution #25-015 adopting Magic Valley Regional Airport's Air Carrier Incentive Program and authorize the mayor to sign the resolution. **Council Member Cutler** seconded the motion. The roll call vote

showed all members present voted in favor of the motion, 4 to 0.

- g) A request to approve the Guaranteed Maximum Price (GMP) of \$1,401,246 for the remodel of the former City Council Chambers building located at 305 3rd Avenue East.

Assistant to the City Manager Thompson requested to approve the Guaranteed Maximum Price (GMP) of \$1,401,246 for the remodel of the former City Council Chambers building located at 305 3rd Avenue East.

Discussion ensued as follows:

Council Member Cutler spoke tonight that he does have family members who work for Star corporation, but he will be voting tonight.

MOTION: Vice Mayor Brown moved to approve the request to approve the Guaranteed Maximum Price (GMP) of \$1,401,246 for the remodel of the former City Council Chambers building located at 305 3rd Avenue East. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 4 to 0.

- h) Appointment by the City Manager and Confirmation by the Council of Amy Luna to the position of City Clerk followed by the administration of the Oath of Office for both the City Clerk and Deputy City Clerk.

City Manager Rothweiler requested an appointment by the City Manager and confirmation by the Council of Amy Luna to the position of City Clerk, followed by the administration of the Oath of Office for both the City Clerk and Deputy City Clerk.

Discussion ensued as follows: none

MOTION: Vice Mayor Brown moved to approve the request to approve the appointment by the City Manager and confirmation by the Council of Amy Luna to the position of City Clerk and Rachael Long as Deputy City Clerk. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 4 to 0.

Mayor Pierce administered the Oath of Office to Amy Luna, City Clerk, and Rachael Long, Deputy City Clerk.

5) General Public Input

6) Advisory Board Report/Announcements

Craig Hawkins mentioned that AIC is holding their meeting on October 23.

7) Public Hearings

- a) Request to amend the East Park Professional ZDA to allow a drive thru facility on Lot 11 of the Master Development Plan and amend the development standards to allow the maximum allowed building sq. ft. per lot to be combined if the lots are commonly owned c/o Dave Thibault, EHM Engineers on behalf of TD Riddle Barbara Sonya Real Estate, LLC (PZ25-0059)
City Planner Strickland requested to amend the East Park Professional ZDA to allow a drive-thru facility on Lot 11 of the Master Development Plan and amend the development standards to allow the maximum allowed building sq. ft. per lot to be combined if the lots are commonly

owned c/o Dave Thibault, EHM Engineers on behalf of TD Riddle Barbara Sonya Real Estate, LLC.

The requestor spoke about the request.

Discussion ensued as follows:

Vice Mayor Brown asked what the current zoning is for this property.

Vice Mayor Brown asked the requestor about lot 11 if the request was for both a pharmacy or a coffee shop and asked about the second building request about size.

Public Hearing Opened: 6:04 pm.

Public Hearing Closed: 6:09 pm.

Discussion ensued as follows:

Council Member Hawkins spoke in favor of this request.

Vice Mayor Brown wants to make sure that the larger building for the medical office leaves the other buildings does not get messed up.

Mayor Pierce asked for clarification about why the planning and zoning said no to the coffee shop.

Vice Mayor Brown asked for concerns about the coffee shop.

Vice Mayor Brown questioned if we should approve these in two different motions.

MOTION: Council Member Cutler to allow East Park Professional ZDA to amend the development standards to allow the maximum allowed building sq. ft. per lot to be combined total if the lots are commonly owned. **Council Member Vice Mayor Brown** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 4 to 0.

Council Member Cutler asked what the normal operating hours for this ZDA are.

MOTION: Vice Mayor Brown moved to approve the request to amend East Park Professional ZDA to allow a drive-thru facility for a coffee shop on Lot 11 of the Master Development Plan. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted, but the motion failed.

MOTION: Council Member Cutler moved to approve the request to amend the East Park Professional ZDA to allow a drive-thru facility for a pharmacy on Lot 11 of the Master Development Plan with no speaker, no order board, or extended hours. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 4 to 0.

MOTION: Council Member Cutler moved to approve the request to amend the East Park Professional ZDA to allow the two conditions approved previously. **Vice Mayor Brown** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 4 to 0.

8) Adjournment

The meeting adjourned at 06:30 PM

Rachael Long, Deputy City Clerk

****If you wish to have a full accounting of this meeting, please listen to the recording that is located on our website. **** [Tfid.org](https://www.tfid.org)



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:	)	
	)	
<u>ZDA Modification with Rezone</u>	)	FINDINGS OF FACT,
Application	)	
	)	CONCLUSIONS OF LAW,
<u>TD Riddle Barbara Sonya Real Estate, LLC</u>	)	
Applicant(s)	)	AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on September 29, 2025, for public hearing pursuant to public notice as required by law for a ZDA Amendment of the Eastpark Professional ZDA for a Zoning District Change and Zoning Map Amendment to allow a drive thru facility on Lot 11 of the Master Development Plan and amend the development standards to allow the maximum allowed building sq. ft. per lot to be combined if the lots are commonly owned, and the City Council having heard testimony from interested parties being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for a ZDA Amendment of the Eastpark Professional ZDA for a Zoning District Change and Zoning Map Amendment to allow a drive thru facility on Lot 11 of the Master Development Plan and amend the development standards to allow the maximum allowed building sq. ft. per lot to be combined if the lots are commonly owned.
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: September 11, 2025.
3. The property in question is zoned R-2 PRO ZDA pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Mixed Use in the duly adopted Comprehensive Plan of the City of Twin Falls.
4. The existing neighboring land uses in the immediate area of this property are: to the north, Madrona St N; to the south, Cheney Dr/Residential; to the east, Madrona St N; to the west, Eastpark PUD

Based on the foregoing Findings of Fact, the City Council hereby makes the following

CONCLUSIONS OF LAW

1. The application for a ZDA Amendment of the Eastpark Professional ZDA for a Zoning District Change and Zoning Map Amendment to allow a drive thru facility on Lot 11 of the Master Development Plan and amend the development standards to allow the maximum allowed building sq. ft. per lot to be combined if the lots are commonly owned is consistent with the purpose of the R-2 PRO ZDA Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-6 and Eastpark Professional R-2 PRO ZDA of the Twin Falls City Code and the PUD Agreement.

3. The proposed use is proper use in the R-2 PRO ZDA Zone, subject to the conditions, which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

4. The application for a ZDA Amendment of the Eastpark Professional ZDA for a Zoning District Change and Zoning Map Amendment to allow a drive thru facility on Lot 11 of the Master Development Plan and amend the development standards to allow the maximum allowed building sq. ft. per lot to be combined if the lots are commonly owned should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls and subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

1. The application for a ZDA Amendment of the Eastpark Professional ZDA for a Zoning District Change and Zoning Map Amendment to allow a drive thru facility on Lot 11 of the Master Development Plan and amend the development standards to allow the maximum allowed building sq. ft. per lot to be combined if the lots are commonly owned, subject to the conditions which are attached as "Exhibit No. A" and incorporated by reference as though full set forth herein.

2. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls and conditions which are attached as "Exhibit No. A" and incorporated by reference as though fully set forth herein.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"Exhibit No. A"

1. Allow commonly owned lots the maximum building square footage per lot to be combined and not to exceed 26,000 sq. ft. at ground level.
2. Allow for a pharmacy with a pick-up window only on Lot 11 of the master development plan with no speakers, public address or order board and no extended hours.

APPLICATION # PZ25-0059



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:	)	
<u>Final Plat</u>	)	
Application,	)	FINDINGS OF FACT,
	)	
<u>Calistoga Springs Subdivision No. 3</u>	)	CONCLUSIONS OF LAW,
Applicant(s)	)	
	)	AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on September 30, 2025, for consideration of the final plat of the Calistoga Springs Subdivision No. 3, consisting of six (6) lots on approximately 50,901 sq ft located at the 500-600 block of Orchard Drive, and the City Council having heard testimony from interested parties, having received written Findings from the Planning and Zoning Commission and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has requested approval of the final plat of the Calistoga Springs Subdivision No. 3, consisting of six (6) lots on approximately 50,901 sq ft located at the 500-600 block of Orchard Drive.
2. The property in question is zoned R-4 pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Town neighborhood in the duly adopted Comprehensive Plan of the City of Twin Falls.
3. The existing neighboring land uses in the immediate area of this property are: to the north, R-4/Orchard Dr; to the south, R-4; to the east, R-4; to the west, R-4.
4. The City Engineering Office has reviewed the final plat and has approved the proposed street accesses and public utility extensions, subject to availability of such services at the time of development. The developer will pay all costs of public improvements, including but not limited to streets, curb gutter and sidewalks, sewer, water and pressurized irrigation systems. The proposed development includes dedication of additional right-of-way in compliance with the Master Street Plan.

Based on the foregoing Findings of Fact and the regulations and standards set forth below, the City Council hereby makes the following

CONCLUSIONS OF LAW

1. The final plat of the Calistoga Springs Subdivision No. 3, consisting of six (6) lots on approximately 50,901 sq ft located at the 500-600 block of Orchard Drive is in conformance with the objectives of the zoning ordinance and the policy for developments in Twin Falls City Code §10-1-4. Specifically, the land can be used safely for building purposes without danger to health or peril from fire, flood or other menace, proper provision has been made for drainage, water sewerage and capital improvements including schools, parks, recreation facilities, transportation facilities and improvements, all existing and proposed public improvements conform to the Comprehensive Plan.

2. The final plat is in conformance with the Comprehensive Plan as required by Twin Falls City Code §10-12-2.3(H)(2)(a).

3. Public services are currently available to accommodate the proposed development, as required by Twin Falls City Code §10-12-2.3(H) (2) (b). Public services may not be available at the time of development, depending upon the speed of development of this and other subdivisions and the ability of the City to obtain additional water and/or sewer capacity.

4. The development of streets, sewer, water, irrigation, dedication of park land and other public improvements at the cost of the developer will not adversely affect any capital improvement plan and will integrate with existing public facilities, as required by Twin Falls City Code §10-12-2.3(H)(2)(c).

5. There is sufficient public financial capability of supporting services for the proposed development, as required by Twin Falls City Code §10-12-2.3(H)(2)(d).

6. There are no other health, safety or environmental problems associated with the proposed development that were brought to the City Council's attention, per Twin Falls City Code §10-12- 2.3(H)(2)(e).

7. The final plat is in conformance with the Preliminary Plat. Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

The request for approval of the final plat of the Calistoga Springs Subdivision No. 3, consisting of six (6) lots on approximately 50,901 sq ft located at the 500-600 block of Orchard Drive is hereby granted, subject to final technical review by the City Engineer's Office and subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference

as though fully set forth herein. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"EXHIBIT NO. A"

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards.
2. Subject to submittal of a final plat, submitted prior to the signed of the final plat, showing compliance with all conditions and comments in the Engineering memorandum dated September 9, 2025.



Date: Monday, October 6, 2025
To: Honorable Mayor and City Council
From:

PRESENTATION

Request:

Presentation on Southern Idaho Economic Development Organization.

Time Estimate:

Background:

Approval Process:

Budget Impact:

Regulatory Impact:

History:

Analysis:

Conclusion:

Attachments:

None



Date: Monday, October 6, 2025
To: Honorable Mayor and City Council
From: Breanna Howard, CFO

PRESENTATION

Request:

Presentation of the Sanitation Request for Proposals (RFP) for Solid Waste and Recycling Services.

Time Estimate:

The estimated amount of time for this presentation is 5 minutes, with additional time for Council questions.

Background:

The City's current contract with PSI Environmental Systems runs through December 2026. In preparation for the next contract, staff have drafted a Request for Proposals (RFP) for residential solid waste collection, disposal, and recycling services, with bids scheduled for opening on November 20, 2025.

The City is issuing the RFP a year in advance to allow potential proposers adequate time to plan, acquire equipment, and capitalize on the scale required for citywide service. Staff's goal is to have a firm selected and a contract negotiated by mid-January 2026, ensuring a smooth transition period before the new contract begins.

Key differences from prior RFPs and contracts include:

1. **Recycling as a Separate Price Item** – Unlike the 2010 and 2016 contract structures where recycling costs were bundled, the new RFP requires a separate unit price for recycling services. This allows Council and staff to evaluate the true cost of recycling and make an informed policy decision on whether to continue or modify recycling services in the future.
2. **Unlimited Service Option** – The prior contracts have included unlimited service provisions. Code Enforcement staff, however, report that few households actually set out excess cans, raising the question of whether unlimited service is necessary. The new RFP asks proposers to provide options with and without unlimited service, allowing Council to assess costs and benefits before making a final determination.
3. **Service Levels and Continuity** – The RFP maintains weekly solid waste collection, the potential for biweekly recycling, bulky item pickup, yard waste collection, and ADA accommodations consistent with the 2010 and 2016 contracts.
4. **Future Flexibility** – The new RFP specifies a term beginning January 1, 2027 through September 30, 2036, with provisions for adjustments and performance bonds.

Approval Process:

N/A

Budget Impact:

There is no immediate budget impact. The RFP will allow the City to compare pricing structures, including costs with and without recycling and unlimited service, to inform future budgeting.

Regulatory Impact:

There is no regulatory impact.

History:**Analysis:**

N/A

Conclusion:

Staff will publish the Sanitation RFP on November 6 and November 13, 2025, with bid opening scheduled for November 20, 2025. Council's feedback tonight will help guide staff in finalizing the request for proposal. No action is required at this time.

Attachments:

1. FINAL - SPECIFICATIONS FOR SOLID WASTE COLLECTION - 2025
2. PSI contract - to 2026

City of Twin Falls, Idaho
Bidding & Contract Information for:

**SOLID WASTE COLLECTION & DISPOSAL SERVICES,
INCLUDING THE COLLECTION AND PROCESSING OF RECYCLABLES**

Including Specification and Required Forms to be Completed by Bidders.

Prepared by
CITY OF TWIN FALLS, IDAHO
November 20, 2025

Bids will be opened on November 20, 2025, at 2:00 PM, local prevailing time.



203 Main Avenue East – P.O. Box 1907
Twin Falls, Idaho 83303-1907

INVITATION FOR BID
CITY OF TWIN FALLS, IDAHO

SEALED BIDS will be received by the City of Twin Falls, Idaho, until November 20, 2025, at 2:00 PM, for the following:

RESIDENTIAL SOLID WASTE COLLECTION & DISPOSAL SERVICES,
INCLUDING THE COLLECTION AND PROCESSING OF RECYCLABLES

Each bid shall be enclosed in a sealed envelope bearing the title “residential solid waste collection services” with the name and address of the bidder. Each bidder shall submit three (3) copies of their bid, and each shall bear original signatures on all bid forms. Correct and timely delivery of the bid is the sole responsibility of the bidder. All bids shall be addressed to:

City of Twin Falls, Idaho
Breanna Howard, Finance Director
203 Main Avenue East
Twin Falls, Idaho 83301

Bids received after 2:00 PM on November 20, 2025, will not be accepted. The bid opening will be held at that time in the City Hall Conference Room, located at 203 Main Avenue East in Twin Falls, Idaho. All interested parties are invited to attend the bid opening.

The bid shall be accompanied by a bid bond certificate or cashier’s check in the amount not less than five percent (5%) of the total amount (of the proposed annual fee that would be assessed).

Bid Specifications and instructions for bids are available at City Hall, 203 Main Avenue East, Twin Falls, Idaho and may be obtained from the City of Twin Falls, Monday through Friday, 8:00 AM to 5:00 PM beginning on November 6, 2025 at City Hall or by visiting the City’s website at www.tfid.org.

The City of Twin Falls reserves the right to reject all bids or any bid not conforming to the intent, purpose and bid specifications; any bid not in compliance with all prescribed public bidding procedures and requirements; to reject for good cause any proposal upon the City’s finding that it is in the public’s interest to do so, and; and to waive irregularity in the bids and/or bidding.

Breanna Howard
Finance Director
City of Twin Falls

PUBLISH: Thursday, November 6, 2025, and November 13, 2025

CITY OF TWIN FALLS, IDAHO

RESIDENTIAL SOLID WASTE COLLECTION & DISPOSAL SERVICES, INCLUDING THE COLLECTION AND PROCESSING OF RECYCLABLES

SPECIFICATIONS FOR SOLID WASTE COLLECTION

GENERAL

The City of Twin Falls, Idaho is seeking proposals for residential solid waste and disposal services, including the potential for the collection of recyclables. The City currently provides curbside collection of solid waste, recyclables, and yard waste to 16,747 residential dwelling units and 3,653 extra carts (number of customers in January 2025). Curbside is defined as the edge of the roadway or alleyway within the right-of-way in public and non-public roadways and alleyways. The City does not provide these services to multi-family residential units (defined as three or more units), commercial, and industrial establishments that are large-quantity producers of solid waste.

SERVICES

Residential solid waste collection and disposal, and potential curbside recycling program

The Contractor shall collect at curbside on a weekly basis all solid waste services and bi-weekly recycling services, as defined herein or under rules and regulations that may from time to time be promulgated by the City. The Contractor shall collect all solid waste placed curbside for collection, unless the item or waste product is specifically excluded in the Agreement between the City and Contractor. The Contractor shall provide each single-family residential customer within the City of Twin Falls weekly solid waste collection services, the rent of a single 95-gallon trash receptacle and all other service requirements specifically outlined in the bid documents.

Industrial and business solid waste collection and disposal, and potential curbside recycling program

The City of Twin Falls does not regulate the collection of commercial or industrial solid waste collection. The Contractor shall be responsible for supplying, billing and collecting all fees and rents from all industrial and business solid waste customers.

“One-Can” Services

The “one-can” services are provided to residents in the City of Twin Falls. The “one-can” service allows existing customers to be able to have used a smaller 35-gallon receptacle for solid waste sanitation services. In 2005, City Council elected to phase out this program and the number of customers eligible to participate was capped. In January 2025, the City of Twin Falls has 49 customers remaining in this service.

Minimum Equipment Primary Service Requirements

At a minimum, the Contractor must have a minimum of six (6) twenty cubic yard compactor truck units and have at least one stand-by unit for emergencies caused by breakdowns or unforeseen additional solid waste dedicated specifically to the completion of this contract.

Bulky and large item collection and disposal

On an appointment basis, the Contractor shall collect all bulky and large items placed out for disposal, including, but not limited to, appliances, furniture, cabinets, countertops, small automobile parts, obsolete burning barrels, play equipment, mattresses and bedsprings, carpets and pads, toilets, bathtubs, fences, fence posts, landscape timbers, and similar items. There shall be no limit placed on the number of bulky and large items scheduled to be picked up

Building or home improvement waste

The Contractor shall collect a reasonable amount of building waste resulting from a property owner's or resident's home improvement projects. Examples of this type of waste may include lumber, plywood, siding, drywall, concrete rubble, bricks, windows, etc. Frequently, this waste may be loose or stacked and not in containers. Depending on the proposal selected, the Contractor shall pick up the waste whether it is in containers or not.

Yard waste collection and processing

The Contractor shall collect at curbside, on a weekly basis all yard waste including cut grass, leaves, cut weeds, shrub trimmings, brush, twigs, small branches, sod, and similar items placed in appropriate containers or prepared for collection in accordance with rules and regulations for the disposal of yard waste.

Potential Recyclable collection and processing

If selected by the City, the Contractor shall collect at curbside on a weekly basis at least the following recyclables:

- Newspapers, including inserts
- Metal (steel, tin, and aluminum) cans, lids, and foils
- Flattened corrugated cardboard (OCC)
- Cereal box-type paperboard
- Any other materials that the Contractor may wish to specify.

At a minimum, all recyclables shall be placed at curbside in a separate recycling container that is provided by the Contractor. The Contractor shall deliver a recycling container to all single-family customers upon account set-up. The recycling container shall be a minimum size of 95-gallons. Bidders may propose an equivalent alternative recyclable collection container and/or materials to be collected in the bid section of this document. The recyclables shall be commingled within the container. All recyclables shall be delivered to an appropriate facility for processing and marketing of the commodity.

The cost of processing the recyclables, including any revenues from the sale of the commodities, shall be separated in the unit bid price for determination at a later date if the City wants to pursue recycling.

Residential Collections

All solid waste collected shall be disposed of at the South-Central Idaho Transfer Station, located at 2186 Orchard Drive East in Twin Falls, Idaho, or an appropriate recycling facility, whichever case applies.

Public Education

On a semi-annual basis, the Contractor shall work with the City in promoting the proper disposal of solid waste and yard waste. If Recycling is selected, the Contractor shall work with the City in promoting the proper disposal of recycling waste. Public education efforts may include brochures, signs, videos, and presentations to classes and community groups. The cost of these services shall be included in the basic bid price.

Accommodation of Disabled Persons

In accordance with the Americans with Disabilities Act, the Contractor shall provide accommodation to those who request it, including on-site collection to disabled residents who are unable to place their solid waste, yard waste, and recyclables at curbside for collection. The City will not publicize this service but will advise the Contractor of any requests for accommodation submitted to the City. The Contractor will make the determination on offering the service to the resident based on the nature of the disability subject to the requirements of the Americans with Disabilities Act. The City will be provided with a copy of the Contractor's written determination on any request for accommodation.

Emergency or Disaster Services

The Contractor shall provide on the request of the City any additional collections requested and reasonably necessary during a declared emergency endangering life or property in the City. The cost of this service will be mutually negotiated between the Contractor and the City.

COLLECTION RESTRICTIONS

Items refused for pickup

The Contractor shall provide the City with a list of items or types of solid waste that will not be picked up, that require special preparation before being collected (e.g. paint cans, tires, etc.), or any other limits on collection. The list of items shall not be changed without the approval of the City Manager or his designee.

Types of containers

At a minimum, the Contractor shall collect solid waste placed at curbside in the resident's issued 95-gallon container on a weekly basis and when also disposed of in the following containers:

- Approved plastic bags closed at the top weighing no more than 35 pounds.
- Any container approved for solid waste collection weighing less than 50 pounds (container and contents combined) must be collected.

(See elsewhere herein concerning containers for yard waste and potential recyclables.)

COLLECTION DAY AND TIMES

Collection day

The City's solid waste and potential recyclable collections shall take place on the same day of the week.

Collection days may not be altered without the City's consent and direction, which shall include at a minimum a 90-day notice for the residential customers. Currently, the collection days are Monday through Friday. Generally, Sunday pick-ups are prohibited. Alteration of collection days will not be considered during the bidding and selection process.

Holidays

Collection shall not be scheduled for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event of a collection postponed by a holiday, the collection day shall be on the following day. For example, if a recognized holiday were to fall on a Friday, the collection service would occur on Saturday.

Normal collection will resume on the regular collection day the following week. By December 1st of the preceding year, the Contractor shall annually provide the City's Representative with the specific dates of the holidays affecting service for the coming year. Additionally, the Bidder will be required, at their sole cost, to notify the public about holiday collection schedules.

Times

The collection times for all services shall be between the hours of 6 a.m. and 7 p.m. of the scheduled collection day, unless authorized by the City's Representative to exceed this time period.

Routes

Upon request, the Contractor shall provide to the City's Representative a map of the collection routes followed by the Contractor within the City.

PERFORMANCE STANDARDS

The Contractor shall be responsible for program management according to specific operating and personnel standards:

- The Contractor's vehicles shall be operated in accordance with applicable laws of the State of Idaho and local ordinances.
- Service shall be provided as scheduled unless excused by the City Manager, or his designee.
- The Contractor shall employ only competent and trustworthy workers and supervisors.
- The Contractor's employees and supervisors shall conduct themselves in a courteous, honest, and professional manner. The Contractor shall take immediate action to correct the behavior of any employee or supervisor who is insolent, disorderly, careless, unobservant, dishonest, or acting in any way that is detrimental to the satisfactory progress of work under the contract.
- The Contractor's employees shall be attired in a manner that is professional and as neat and clean as circumstances permit.
- The Contractor shall exercise reasonable care and diligence in handling waste containers. Any waste spilled while emptying the containers shall be completely and immediately cleaned up by the Contractor.
- The Contractor shall provide and maintain suitable, appropriate containers, as specified in this bidder information packet.
- The Contractor must replace cans in an erect position with the lids replaced or placed adjacent to the container, except during windy conditions when the containers may be laid on their side to avoid the cans being blown away. The Contractor shall be responsible for the replacement of any containers damaged by its employees.
- The Contractor shall have at least one field supervisor dedicated to overseeing the performance of the Contractor's workers in the City. The supervisor shall familiarize himself/herself with the City and the services required under these specifications

PERFORMANCE STANDARDS, continued

- The Contractor shall maintain an office for the receipt of service calls and complaints. The office shall be open and available for calls, at minimum, Monday through Friday from 8 a.m. to 5 p.m. as well as any time when the Contractor is performing services under the Agreement in the City. The office shall contain a telephone line with a local number listed under the Contractor's name online. The office shall have the ability to communicate with personnel in the field.
- Each complaint shall be investigated by the Contractor and responded to within one business day unless mutually extended by the Contractor and the complaining party. If the complaint concerns the failure of the Contractor to collect solid waste, bulk items, building material, yard waste, and/or recyclables as required by these specifications, the Contractor shall make the collection by 6:00 p.m. of the same day. There will be no exception to this requirement unless the collection has been altered due to a holiday or unforeseen circumstances and authorized by the City Manager, or his designee.
- The vehicles used for collection shall have a completely enclosed, watertight body, and shall be properly designed so that the wheel and axle loads with a fully loaded body shall not exceed the schedule of weights allowed by the laws of the State of Idaho and the City. If it is not possible to fully load the body and stay within the limits of the law, the Contractor will be required to reduce the loads in the body until they comply with the law.
- The equipment shall be painted uniformly and must be maintained in good condition, appearance, and in a sanitary condition at all times. Each piece of equipment shall include the Contractor's name, and each vehicle shall be assigned a number that is prominently painted on the vehicle. Sufficient equipment and personnel shall be furnished to make all collections completely within current collection schedules.

TERM

The City of Twin Falls, Idaho, is prepared to enter into an agreement with the Contractor to provide exclusive solid waste collection and disposal services including the collection and processing of recyclables, beginning January 1, 2027 and ending September 30, 2036.

Any adjustments to the Base-Bid prices shall be negotiated. Any adjustment in the costs for services may only be annually adjusted in the month of May each year during the term of the Agreement and will have an effective date of October 1 of each fiscal year.

The Agreement between the City and the Contractor may be terminated by the City with thirty (30) day's written notice if, in the sole judgment of the City Council, the services are not being provided in a satisfactory manner.

Should the Contractor be unable to provide service for any reason whatsoever, the City Manager, or his designee, shall be notified immediately so that alternative service provisions may be made. If the City provides alternative service, the Contractor shall be liable for reimbursing the City for all its costs relating to the providing of the alternative service.

Either party may terminate this Agreement for a material breach of the Agreement by the other party after giving written notice of breach and allowing the other party to correct the breach within thirty (30) days.

TERM, continued

Either party may terminate this Agreement without cause, giving the other party at least one hundred and twenty (120) days written notice. Such notice will specify the actual date and time of termination. The party choosing to terminate this Agreement will pay the other party one (1) month's fee as a demobilization or remobilization cost in addition to any other compensation for services under this Agreement.

PERFORMANCE BOND

The Contractor shall be required to provide a Performance Bond in the amount equivalent to two months of service to be utilized by the City should the Contractor fail to perform the services required herein. The City, as its option, may also charge any cost related to the Contractor's failure to perform the services required, against any monies due or to become due to the Contractor.

BILLING AND PAYMENT

Payment for the work performed hereunder will be issued on or before the 10th of each month when the City receives an invoice from the Contractor. The Contractor shall invoice in arrears only, on a monthly basis based on the monthly cost per unit Base-bid price quoted within the bid document, or as adjusted as described above in the future.

The City will provide the Contractor with a list of properties to receive service. The Contractor shall extend service immediately to any new units that the City may authorize. The Contractor shall also delete services to any unit as directed by the City. The total number of units collected, which shall serve as the basis for payment, will be adjusted monthly to reflect additions and deletions.

SUBMITTAL

Contractors are required to submit one (1) paper and one (1) searchable electronic copy [invoice/billing statement] in .pdf format.

BID

Price quotations shall be submitted on the enclosed bid sheets.

NARRATIVE

Bidders must also submit a narrative explaining their company's history and experience, supervision and staffing levels, and equipment available to perform the contract. If equipment is not yet available, bidders must further submit a detailed explanation of the contractor's plan to have the equipment available at the start of the contract.

NAME, ADDRESS AND LEGAL STATUS OF THE BIDDER

The bid must be properly signed in ink by authorized officials representing the bidder with the address of the bidder provided. The legal status of the bidder, whether a corporation, partnership, or individual, shall also be provided in the bid.

A partnership, corporation, or any other business structure shall give full names of all partners, shareholders and/or owners. Business and individual bidders will be required to state in the bid the names of all people interested therein. If the bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the bid.

REFERENCES

The bidder shall provide a list of at least five (5) municipal-type customer references that have had a relationship with the bidder for at least two (2) years; especially references in Idaho.

BID BOND

Each bid must include a certified check or bid bond, payable to the City of Twin Falls, in an amount equal to five percent (5%) of the total annual bid amount. Bid deposits will be returned after the contract is awarded, the required performance bond and certificates of insurance are submitted, and the Agreement is fully executed.

SELECTION

Selection of the most qualified bidder will be based on the bid price submitted as well as the Contractor's qualifications and ability to perform the work including, but not limited to:

- References and reputation in other communities.
- Customer service philosophy, procedures, and reputation.
- Comprehensiveness of items collected for disposal or recycling.
- Company history and experience.
- Financial stability.
- Supervision, staffing, and equipment.

The most qualified and responsive bidder will be submitted to members of the Twin Falls City Council for approval.

OBLIGATION TO EXECUTE AGREEMENT

The bidder whose proposal is accepted by the City Council will be required to execute the Agreement. In the case of the Contractor's refusal or failure to do so, the Contractor shall be considered to have abandoned all its rights and interest in the award, and its certified check or bid bond may be declared to be forfeited to the City, as liquidated damages and not a penalty, and the Agreement may be awarded to another.

ACCEPTANCE OF BIDS

The City of Twin Falls reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The City, unless otherwise specified by the bidder, reserves the right to accept any item on the bid. It is understood and agreed that the City shall have up to sixty (60) days from the bid opening date in which to accept the bid.

ERROR IN BID/WITHDRAWAL

In case of error in the identification/itemization of prices in the bid, the unit prices will govern. In case of a difference between the stipulated amount of the bid written in words and the stipulated amount written in figures, the stipulated amount stated in written words shall govern. No bid shall be altered, amended or withdrawn, unless the acceptance date has expired, after the opening date and time of the bids.

Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened. Any request for the withdrawal of the bid must be made in writing delivered in person, via facsimile, or by mail and must arrive prior to the time the bids are scheduled to be opened.

SIGNATURES ON BIDS

Each bid must contain the full name and business address of the bidder. Any person signing a proposal for himself or as agent, employee or officer of another must show his title and, if requested by the City, shall furnish proof of his/her authority to make such proposal. Any person signing said proposal shall do so in his/her own handwriting and the signature of that person, as well as the name of any firm or company submitting the proposal.

ALTERNATE BIDS

Alternate bids will not be considered unless called for. Oral proposals or modifications will not be considered.

BID SHEETS

Bidders shall use the bid sheet furnished with these conditions when submitting their quotations. Bids not submitted on bid sheets that have been provided will not be considered.

COMPLIANCE WITH ALL LAWS

The contractor shall abide by all federal, state and local laws and statutes and secure any required permits whether local, state, or federal. The Contractor shall currently be in good standing under federal, state, and local laws.

SPECIFICATIONS

It is understood that reference to the attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. Where conflict occurs between the requirements of the General Conditions and the Specifications, the requirements of the Specifications will govern.

EXAMINATION OF DOCUMENTS AND VISIT TO SITES

Before submitting a bid, the bidder shall be responsible for carefully reading the specifications, examining drawings and other bid documents, and visiting the sites of the work in order to fully inform himself/herself about all existing conditions and limitations. If any bidder contemplating submitting a bid is in doubt concerning the true meaning of any part of the specifications, drawings, or other bid documents; or if he/she finds discrepancies or omissions in any of the documents, he/she may submit a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for the prompt delivery of the request.

Receipt of each addendum must be acknowledged in the submitted bid.

BID OPENING

Bids may be mailed or delivered in the care of the Finance Director of the City of Twin Falls, Idaho. All bids will be opened and publicly read at the time and place specified herein. Bids received after the specified time for opening shall be returned to the bidder unopened. It is the sole responsibility of the bidder to ensure that the bid is received prior to the scheduled time for the bid opening. The City will not be responsible for bids improperly marked or delivered.

CANCELLATION

The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance. Further, the City reserves the right to terminate multi-year contracts due to non-appropriation of funds.

INSURANCE REQUIREMENTS

The contractor shall provide the following coverage:

- **Worker's Compensation Insurance:** The contractor shall procure and maintain during the life of the contract, Worker's Compensation Insurance, including Employer Liability Coverage, in accordance with all applicable statutes of the State of Idaho. In the event that any of the contract work is sublet, the contractor shall require the subcontractor to provide necessary insurance (including Worker's Compensation Insurance) for all the subcontractor's employees engaged in such work unless such employees are covered by the protection afforded by the contractor's insurance.
- **Commercial General Liability:** The contractor shall procure and maintain during the life of the contract, Commercial General Liability on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and combined single limit for Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Completed Operations Liability; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions.
- **Commercial Motor Vehicle Liability:** The contractor shall procure and maintain during the life of the contract, Motor Vehicle Liability insurance with limits of liability of not less than \$1,000,000 per occurrence, and combined single limit for personal injury, bodily injury, and property damage.
- **Additional Insured:** The Commercial General Liability and Motor Vehicle Liability policies shall include an endorsement stating the following: *It is understood and agreed that the following shall be Additional Insured: The City of Twin Falls and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers. This coverage shall be primary to the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing or excess.*
- **Cancellation Notice:** The Worker's Compensation, Commercial General Liability, and Motor Vehicle Liability policies shall include an endorsement stating the following: *It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change will be mailed to:*

City Manager
City of Twin Falls
PO Box 1907
Twin Falls, Idaho 83303-1907

- If any of the policies expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

HOLD HARMLESS

The Contractor agrees to hold harmless the City, its elected and appointed officials, employees and volunteers and others working in behalf of the City from any and all liability, including damages of any kind or nature, expenses and costs, including professional fees and court costs under any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working in behalf of the City, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with its operations under the contract or any other current or future local, state, or federal statutes and regulations which might be asserted against the City directly or indirectly in connection with the Agreement or acts and omissions of the City, its elected and appointed officials, employees, agents, contractors, and subcontractors.

The Contractor will provide a Certificate of Insurance covering sudden and accidental environmental impairment ("Pollution Liability Insurance"). For any work that involves the handling of hazardous material or if the work could create or exasperate an environmental hazard, Contractor shall maintain Pollution Liability coverage extending to claims of bodily injury, property damage, including cleanup costs, removal, storage, disposal, and/or use of the pollutant with a limit of liability not less than \$1,000,000."

BOND REQUIREMENTS

The City reserves the right to request, where applicable, performance bonds and material and labor bonds in the amount of the bid.

CITY OF TWIN FALLS, IDAHO

RESIDENTIAL SOLID WASTE COLLECTION & DISPOSAL SERVICES, INCLUDING THE POTENTIAL COLLECTION AND
PROCESSING OF RECYCLABLES

PROPOSAL

TO: City of Twin Falls
Breanna Howard,
Finance Director
203 Main Avenue East
Twin Falls, Idaho 83301

Date: _____

The undersigned declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is fair and without fraud; that it is made without collusion with any official of the City of Twin Falls, Idaho; and that the Proposal is made without any connection or collusion with any person making any other proposal on this Contract.

The undersigned further declares that he has carefully examined the Contract Documents and that he has satisfied himself as to the conditions of work involved; and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereto attached and are hereby made a part of this Proposal.

The undersigned agrees that, if this Proposal is accepted, he will, within ten (10) days after notification of acceptance, execute the Contract with the City of Twin Falls.

Name of Company

Address

Signature of Representative

Typed Name of Representative

Title

CITY OF TWIN FALLS, IDAHO

RESIDENTIAL SOLID WASTE COLLECTION & DISPOSAL SERVICES,
INCLUDING THE POTENTIAL COLLECTION AND PROCESSING OF
RECYCLABLES

BASE-BID PRICE PROPOSAL

The Bidder shall provide one container per household as a part of the bidder's base-bid. The Bidder shall provide additional containers per resident, at a resident's request, for an additional monthly charge to the base bid and shall be billed directly by the Bidder.

In January 2025, the City of Twin Falls had 16,747 residential customers subscribing to solid waste collection services.

All prices shall be presented in "unit price" format.

2026 BASE-BID PRICES – UNLIMITED SANITATION SERVICE, WITHOUT BI-WEEKLY RECYCLING

Unlimited Residential Solid Waste Collection Services – Base-bid price includes weekly, city-wide, curbside, residential solid waste collection services, the rent of a single 95-gallon trash receptacle, and all other service requirements specifically outlined in the bid documents.

_____ dollars and _____ cents per month (\$_____._____) is the proposed price for unlimited collection of residential solid waste, regardless of number of containers, per household (as defined in the bid specifications).

Unit Price of Additional Residential Garbage Receptacles

_____ dollars and _____ cents per month (\$_____._____) is the proposed price for the rent of an additional 95-gallon trash receptacle for the collection of residential solid waste.

Unit Price of "One Can" Garbage Receptacles

_____ dollars and _____ cents per month (\$_____._____) is the proposed monthly price for "One Can" (as defined in the bid specifications) residential solid waste collection services. There are 49 total customers participating in the "One Can" program; this program cannot be expanded and will phase-out when there are no more participating customers.

2026 BID ALTERNATE #1 – UNLIMITED SANITATION SERVICE, WITH BI-WEEKLY RECYCLING

Unlimited Residential Solid Waste Collection Services – Base-bid price includes weekly, city-wide, curbside, residential solid waste collection services, the rent of a single 95-gallon trash receptacle, and all other service requirements specifically outlined in the bid documents.

_____ dollars and _____ cents per month (\$_____.____) is the proposed price for unlimited collection of residential solid waste, regardless of number of containers, per household (as defined in the bid specifications).

Unit Price of Additional Residential Garbage Receptacles

_____ dollars and _____ cents per month (\$_____.____) is the proposed price for the rent of an additional 95-gallon trash receptacle for the collection of residential solid waste.

Unit Price of “One Can” Garbage Receptacles

_____ dollars and _____ cents per month (\$_____.____) is the proposed monthly price for “One Can” (as defined in the bid specifications) residential solid waste collection services. There are 49 total customers participating in the “one can” program; this program cannot be expanded and will phase-out when there are no more participating customers.

Unit Price for Providing a Curbside, Bi-weekly Recycling Program

Base bid price includes support for a city-wide curbside recycling program and all other service requirements specifically outlined in the bid documents.

_____ dollars and _____ cents per month (\$_____.____) is the proposed monthly price for curbside recycling program, including education, processing and 18-gallon recycling tote.

2026 BID ALTERNATE #2 – LIMITED SANITATION SERVICE, WITHOUT BI-WEEKLY RECYCLING

Limited Residential Solid Waste Collection Services – Base-bid price includes weekly, city-wide, curbside, residential solid waste collection services, the rent of a single 95-gallon trash receptacle, and all other service requirements specifically outlined in the bid documents.

_____ dollars and _____ cents per month (\$_____.____) is the proposed price for collection of residential solid waste limited to one receptacle per household (as defined in the bid specifications).

Unit Price of Additional Residential Garbage Receptacles

_____ dollars and _____ cents per month (\$_____.____) is the proposed price for the rent of an additional 95-gallon trash receptacle for the collection of residential solid waste.

Unit Price of “One Can” Garbage Receptacles

_____ dollars and _____ cents per month (\$_____.____) is the proposed monthly price for “One Can” (as defined in the bid specifications) residential solid waste collection services. There are 49 total customers participating in the “one can” program; this program cannot be expanded and will phase-out when there are no more participating customers.

2026 BID ALTERNATE #3 – LIMITED SANITATION SERVICE, WITH BI-WEEKLY RECYCLING

Limited Residential Solid Waste Collection Services – Base-bid price includes weekly, city-wide, curbside, residential solid waste collection services, the rent of a single 95-gallon trash receptacle, and all other service requirements specifically outlined in the bid documents.

_____ dollars and _____ cents per month (\$_____.____) is the proposed price for collection of residential solid waste limited to one receptacle per household (as defined in the bid specifications).

Unit Price of Additional Residential Garbage Receptacles

_____ dollars and _____ cents per month (\$_____.____) is the proposed price for the rent of an additional 95-gallon trash receptacle for the collection of residential solid waste.

Unit Price of “One Can” Garbage Receptacles

_____ dollars and _____ cents per month (\$_____.____) is the proposed monthly price for “One Can” (as defined in the bid specifications) residential solid waste collection services. There are 49 total customers participating in the “one can” program; this program cannot be expanded and will phase-out when there are no more participating customers.

Unit Price for Providing a Curbside, Bi-weekly Recycling Program

Base bid price includes support for a city-wide curbside recycling program and all other service requirements specifically outlined in the bid documents.

_____ dollars and _____ cents per month (\$_____.____) is the proposed monthly price for curbside recycling program, including education, processing and 18-gallon recycling tote.

The City of Twin Falls will not allow any modifications to the Base-Bid prices presented for the term of the contract. All future modifications will be negotiated as described in the bid specifications.

BY: _____
Bidder

Address

Telephone

Witness

CITY OF TWIN FALLS, IDAHO

RESIDENTIAL SOLID WASTE COLLECTION & DISPOSAL SERVICES,
INCLUDING THE POTENTIAL COLLECTION AND PROCESSING OF
RECYCLABLES

RATE ADJUSTMENT & BID BOND CALCULATION
ACKNOWLEDGEMENT

RATE ADJUSTMENTS

The proposed Base-Bid prices will be billed and reviewed separately and remain in effect until an adjustment has been successfully negotiated for each rate. Adjustments may be negotiated annually, as specified in the contract. The City of Twin Falls defines a rate adjustment as any temporary or permanent adjustment in the Base-Bid proposal.

Base-Bid Prices proposals that include modifications to adjustments to the Base-Bid will not be considered, and the proposal will be deemed non-responsive and will be rejected by the City of Twin Falls.

BID BOND CALCULATIONS

Bid Bond shall be no less than five percent of the **TOTAL** proposed Base-Bid Price for unlimited Residential Solid Waste Collection Services including the Recycling Program, and all other service requirements specifically outlined in the bid documents multiplied by 16,747 residential customers.

((\$ _____ x 16,747 customers) x 12 months) x 0.05 (five percent) = Bid Bond

_____ dollars and _____ cents (\$ _____)
BID BOND REQUIREMENT in Words

BY: _____
Bidder

Address

Telephone

Witness

CITY OF TWIN FALLS, IDAHO

RESIDENTIAL SOLID WASTE COLLECTION & DISPOSAL SERVICES,
INCLUDING THE COLLECTION AND POTENTIAL PROCESSING OF
RECYCLABLES

GENERAL INFORMATION BIDDER

1. Name of Bidder: _____
2. Business Address: _____
3. Bidder's Representative: _____
4. Bidder Contact Information:
 - a. Phone Number: _____
 - b. E-mail Address: _____
5. List parent organization(s), including their address, telephone number and ownership percentage:

6. How many years has Bidder been the under present name: _____

7. List any other name your Doing Business As (DBAs) names, if any, during the past fifteen (15) years and indicate the years during which the firm was so named.

a.

b.

c.

BY:

Bidder

Address

Telephone

Witness

CITY OF TWIN FALLS, IDAHO

RESIDENTIAL SOLID WASTE COLLECTION & DISPOSAL SERVICES,
INCLUDING THE POTENTIAL COLLECTION AND PROCESSING OF
RECYCLABLES

PROJECT EXPERIENCE

Provide the following information for a project undertaken by the Bidder or proposed subcontractor that will provide evidence to the City of Twin Falls of the Bidder's experience in residential solid waste or other containerized commodities on a daily basis. Photocopy this form as necessary to provide information for projects performed in the past five (5) years.

If additional forms are needed, please copy this sheet and submit with proposal. Bidders are required to provide a minimum of five (5) references.

1. Client and Client Contact Information:

2. Name of Project:

3. Dates during which services were provided:

4. Material Transported:

- ☐ Solid Waste
☐ Hazardous Waste
☐ Other, *please specify* _____

5. Project Role:

- ☐ Primary Contractor
☐ Subcontractor
☐ Other, *please specify* _____

CITY OF TWIN FALLS, IDAHO

RESIDENTIAL SOLID WASTE COLLECTION & DISPOSAL SERVICES,
INCLUDING THE POTENTIAL COLLECTION AND PROCESSING OF
RECYCLABLES

STRUCTURE OF PROJECT TEAM

Attach to this form an organizational chart for the Project team. Include the name of the firm and that firm's representatives responsible for each of the following elements: Bidder's Representative, Project Manager, Community/Customer Relations, Environmental Compliance, and Solid Waste Handling.

Additionally, please provide a statement about your firm's corporate philosophy, processes and operating/core values.

CITY OF TWIN FALLS, IDAHO

RESIDENTIAL SOLID WASTE COLLECTION & DISPOSAL SERVICES,
INCLUDING THE POTENTIAL COLLECTION AND PROCESSING OF
RECYCLABLES

DESCRIPTION OF EQUIPMENT TO BE USED IN THIS PROJECT

List the major capital equipment by type and brand that will be used for this project. The information provided must demonstrate that the equipment will meet the requirements described in the "Specifications for Solid Waste Handling" Section, including the size(s) of the proposed garbage receptacles. The information must include the model, age, and capacity of the equipment, as well as whether or not the unit(s) is owned or leased.

Briefly describe the backup transportation system which would be used if the primary system is incapacitated

Additionally, provide a general description of how the equipment will interface within the residential service areas during operations.

CITY OF TWIN FALLS, IDAHO

RESIDENTIAL SOLID WASTE COLLECTION & DISPOSAL SERVICES,
INCLUDING THE POTENTIAL COLLECTION AND PROCESSING OF
RECYCLABLES

DESCRIPTION OF ALTERNATIVE RECYCLING PROGRAM

Briefly describe any alternative recycling programs you would like the City to consider in this process. All alternatives should include price, methods to enhance customer participation and all other relevant factors.

CITY OF TWIN FALLS, IDAHO

RESIDENTIAL SOLID WASTE COLLECTION & DISPOSAL SERVICES,
INCLUDING THE POTENTIAL COLLECTION AND PROCESSING OF
RECYCLABLES

FINANCIAL STATEMENTS

Please provide the City with audited financial statements for the past two fiscal years prior to the date of this bid.

CITY OF TWIN FALLS, IDAHO

RESIDENTIAL SOLID WASTE COLLECTION & DISPOSAL SERVICES,
INCLUDING THE COLLECTION AND PROCESSING OF RECYCLABLES

CONTRACT

This Contract made and entered into this 28th day of November, 2016, by and between the City of Twin Falls, Idaho, hereinafter called "City" and PSI Environmental Systems, Inc., hereinafter referred to as "PSI."

NOW THEREFORE, it is agreed as follows:

1. SERVICES: The City provides curbside collection of solid waste, recyclables, and yard waste to its residents.

A. Primary Services: The primary services to be provided are:

1. Single-family residential solid waste collection and disposal, and curbside recycling program: PSI shall collect at curbside on a weekly basis all solid waste, as defined herein or under rules and regulations that may from time-to-time be promulgated by the City, placed curbside for collection, unless the item or waste product is specifically excluded in this Contract or the Twin Falls Municipal Code. PSI shall be responsible to provide each single-family residential customer with a single 95-gallon, or other authorized size, trash receptacle, and a single 95-gallon recycle cart.
2. "One-Can" Services: The "one-can" service allows existing customers to be able to have a smaller 35-gallon receptacle for solid waste sanitation services. Subscribers to this service are also eligible to participate in the City's curb-side recycling program. Based on 2005 City Council action, no new customers are currently eligible to participate in this program.

Under this Contract, PSI and the City will undertake a pilot program to develop a strategy and method for expanding the smaller (35 and 65 gallon) cart sizes for solid waste. Users requesting these smaller carts will be provided with a 95-gallon recycle cart, also, but will be limited to trash collection of the contents of the cart. No additional bags or cans will be allowed, with the exception of the three weeks per year of "unlimited" trash collection provided for under paragraph 1.A.3., below.

3. Additional Solid Waste Receptacles: PSI shall provide additional 95-gallon trash and/or recycle receptacles to qualifying City single-family

residential customers who request this service. PSI shall be responsible for supplying, to all single-family residential solid waste customers who request them, one or more additional receptacles. When such additional receptacles are provided to a residential property in the City, PSI will notify the City of the address, cart size and type so the account holder may be billed for the additional service by the City Utility Services office.

PSI will offer large capacity collection three weeks out of each year, to be established and advertised by PSI and the City each year. These collections will coincide with the regular trash day for each qualifying residential property during each of the selected weeks, and PSI will collect all trash meeting the standard bag and can sizes and weights, in addition to the garbage cart(s) in place at the residences. This service will be provided once in the Spring, once in the Fall, and once during the week following Christmas. No "makeup" collection will be provided for residents who miss their day during these weeks.

4. Bulky and large item collection and disposal: On a monthly basis, PSI shall collect all bulky and large items for disposal, including, but not limited to, appliances, furniture, small automobile parts, obsolete burning barrels, play equipment, mattresses and bedsprings, and similar items. The term "furniture" shall not be construed to mean any commercial-type furnishings such as church pews, booths, etc.

Personal residence improvement project waste, including such items as cabinets, countertops, carpets and pads, toilets, bathtubs, fences, fence posts, landscape timbers, must be prepared as noted in paragraph 5 below for collection. Bulky and large items are to be called in by the property owner or resident and are to be collected within 2 days of such calls. Alternatively, City Code Enforcement staff, or PSI personnel, may note such items placed for collection, and remove them upon confirmation from property owners or residents that disposal is intended. Items considered for collection under this paragraph will be subject to those limitations as may be specified from time-to-time, under Section 3., Collection Restrictions, Paragraph A., of this Contract.

5. Building or home improvement waste: PSI shall collect a reasonable amount of building waste resulting from a property owner's or resident's personal home improvement projects. Examples of this type of waste may include lumber, plywood, siding, drywall, concrete rubble, bricks, windows, etc. Building or home improvement waste shall be placed into suitable containers, as delineated in Section 3., Paragraph B. of this Contract to be picked up. PSI shall pick up the waste placed in acceptable containers, or, if described in Paragraph 4. above, if in a condition where it is manageable for PSI's personnel

to load as a unit without risk of personal injury or damage to equipment or property.

A "reasonable amount" shall mean an amount of waste generated by a small to moderate home improvement project performed by the property owner. Generally, this shall mean approximately ½ cubic yard of building waste per week. If the property owner exceeds this amount, then PSI shall remove approximately ½ cubic yard and the remainder of the waste shall be tagged and removed from the alley or curbside by the property owner or resident until the following week when the next ½ cubic yard of material will be collected by PSI.

6. Yard waste collection and processing: PSI shall collect at curbside on a weekly basis all yard waste including cut grass, leaves, cut weeds, shrub trimmings, brush, twigs, small branches, sod, and similar items placed in appropriate containers or prepared for collection in accordance with rules and regulations for the disposal of yard waste.
7. Recyclable collection and processing: PSI shall collect at curbside on a biweekly basis, using alternating areas of the City and the same days as the garbage collection, at least the following recyclables:
 - (a) Newspapers, including inserts;
 - (b) Metal (steel, tin, and aluminum) cans, lids, and foils;
 - (c) Flattened corrugated cardboard (OCC);
 - (d) Cereal box-type paperboard;
 - (e) magazines, mail inserts and other 'junk mail' items;
 - (f) office paper;
 - (g) plastic containers where the bottom is larger than the opening; and
 - (h) Any other materials that PSI may wish to specify.

At a minimum, all recyclables shall be placed at curbside in the provided 95-gallon recycling cart. The cart is to be supplied by PSI and is included in the base price. PSI shall deliver a recycling cart to all single-family customers upon account set-up.

All revenues, if any, received from the collection of recyclables shall be split equally and shared between the City and PSI. As market conditions may require, following the first year of this Contract, ending December 31, 2017, the City and PSI shall negotiate a cost-sharing of any net costs associated with the handling, processing, transport and storage of recyclables collected under this Contract.

8. Future Recycling Options: During the term of this Contract, and as options

for expanded recycling methods and processes become available on an economically viable scale, PSI and the City will work to develop ways to provide those options to citizens. Anticipated options include glass recycling, expanded plastics type and shape recycling, and "green waste" recycling and composting.

9. Residential Collections: All solid waste collected shall be disposed of at the South Central Idaho Transfer Station, located at 2186 Orchard Drive East in Twin Falls, Idaho. All recycling materials shall be sent to an appropriate recycling facility.
 10. Accommodation of Disabled Persons: In accordance with the Americans with Disabilities Act, PSI shall provide accommodation to those who request it, including on-site collection to disabled residents who are unable to place their solid waste, yard waste, and recyclables at curbside for collection. Written certification from a doctor or other equivalent medical authority will be supplied to the City at the Utility Services Department in order for these residents to be served in this manner. The City will publicize this service and will advise PSI of any requests for accommodation submitted to the City. The City will work with PSI to establish written determination on any request for accommodation.
- B. Optional Service Requirements: Upon written request of the City, PSI shall provide once-a-month special collection service. This service shall consist of the loading, hauling and placing of all loose debris and solid waste, exclusive of building materials, rock, earth, sod, manure and automobile bodies, that may have accumulated on any or all residential streets and alleys within the City.
- C. Extra Service Requirements: PSI shall do such extra work in connection with this Contract as the City Manager or his agents may direct. No allowance for extra work of any kind shall be made unless PSI shall have been furnished an extra work order authorizing such work and an agreement for payment approved by the City Manager. PSI will provide, at the customer's expense, additional service to remove prohibited materials. Such service shall be provided upon request. PSI is responsible to notify the customer of the service.
- D. Public Education: PSI shall work with the City in promoting recycling and proper disposal of solid waste and yard waste. Public education efforts may include brochures, signs, videos, and presentations to classes and community groups. The cost of these services shall be included in the basic service rates set forth in this Contract.
- E. Incidental Service: All minor details of work which are not specifically mentioned in this Contract, but are obviously necessary for the proper completion of the work, shall be considered as incidental and as being part of, and included with, the work

contracted herein, and no extra compensation shall be allowed PSI for the performance thereof.

- F. Disposal Site: All solid waste, collected from whatever source, shall be delivered to the Southern Idaho Solid Waste Transfer Station for disposal. PSI's services shall be conducted in accordance with the terms of this Contract and the Twin Falls City Code. Before work under this Contract shall be started, PSI shall meet and consult with the City Manager relative to materials, equipment, and all arrangements for performing the work.

2. COLLECTION RESTRICTIONS:

- A. Items refused for pickup: PSI shall provide the City with a list of items or types of solid waste that will not be picked up, that require special preparation before being collected (e.g. paint cans, tires, etc.), or any other limits on collection. The list of items shall not be changed without the approval of the City Manager or his designee.
- B. Types of containers: At minimum, on a weekly basis, PSI shall collect all solid waste placed at curbside in the resident's issued 95-gallon, or other size authorized and provided, container. When the provided container(s) is (are) full additional items placed at curbside shall also be collected when placed in the following containers:
1. Approved plastic bags closed at the top weighing no more than 35 pounds; and
 2. Or containers approved for solid waste collection weighing less than 50 pounds (container and contents combined.)
- C. Unacceptable Waste: When solid waste contains materials such as concrete, hot ashes or any other materials requiring special equipment or precautions in handling and disposal (collectively, "Unacceptable Waste"), the customer may be assessed a charge in addition to regular charges. Said charge will be negotiated prior to loading the Unacceptable Waste onto the collection vehicle. If the affected customer is not available to negotiate or if the parties are unable to agree upon a charge for the handling of the Unacceptable Waste, PSI shall have no obligation to collect and transport the Unacceptable Waste. A part of the charge for collection will include the gate fee that will be charged at the applicable disposal site.
- D. Hazardous materials, large items and non-household waste:
1. PSI shall not knowingly transport to the landfill hazardous materials or substances such as poisons, acids, caustic and explosives, toxins or toxic materials, medical wastes, wearing apparel and bedding or other solid waste

from any place such as hospitals or any premises where highly infectious contagious disease has prevailed, asbestos or materials containing asbestos or radioactive materials. All requests for collection of any hazardous materials shall be referred directly to the City or its designated representative by PSI.

2. The City or its designated representative shall also be contacted by PSI when regulated items that cannot be collected, co-mingled, or transported to the applicable disposal site appear in any customer's container. Said materials will be left on customer property and PSI shall use reasonable efforts to notify the customer, who will be responsible for proper handling of the waste or making proper arrangements with PSI. A part of the charge for collection will include the gate fee that will be charged at the applicable disposal site for non-household solid waste.
3. PSI shall not be required to collect non-household solid waste items on regular collection routes and/or co-mingle them with the household solid waste in its collection vehicles.

3. COLLECTION DAYS, HOLIDAYS, TIMES AND ROUTES:

- A. Collection Days: Collection days are Monday through Friday. Any alteration of collection days shall be approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.
 - B. Holidays: Collection shall not be scheduled on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event of a collection postponed by a holiday, the collection day shall be on the following day. For example, if a recognized holiday were to fall on a Friday, the collection service would occur on Saturday. Normal collection will resume on the regular collection day of the following week. By December 1st of the preceding year, PSI shall annually provide the City's Representative with the specific dates of the holidays affecting service for the coming year. Additionally, PSI will be required, at their sole cost, to notify the public about holiday collection schedules.
 - C. Times: The collection times for all services shall be between the hours of 7 a.m. and 7 p.m. of the scheduled collection day, unless authorized by the City's Representative to exceed this time period. Sunday pick-ups are prohibited.
 - D. Routes: Upon request, but annually at a minimum, PSI shall provide to the City's Representative a map of the collection routes followed by PSI within the City.
4. **TERM**: The term of this Contract shall be for a period commencing on October 1, 2016, and ending December 31, 2026. Thereafter, the City and PSI may extend this Contract by mutual agreement upon the terms and conditions contained herein or upon such changed

terms and conditions as they shall agree.

5. **COMPENSATION:** PSI, in consideration of the sum to be paid it by the City and the covenants and agreements herein contained, agrees at its own cost and expense to furnish all labor, materials and equipment necessary for the collection, loading, and hauling of solid waste for residents of the City in full compliance with this Contract. City shall be responsible for the collection and billing of the residential solid waste removal fees, as specified in this Contract.

In consideration for the services herein provided, City agrees to pay PSI the Base Price for Residential Solid Waste Collection with Curb-Side Recycling program.

- A. **Base-Price for Residential Solid Waste Collection with a Curb-Side Recycling Program:** The monthly unit price for residential solid waste collection services with a curb-side recycling program, as described in Section 1 of this Contract, is \$10.37, with the existing "One Can" customers' rate being \$5.00, and including a recycle cart.

City agrees to pay PSI the per customer amount for the customer count set forth herein on or before the 10th day of each month for the previous month for the Contract term. On September 15 of each year during the term of this Contract, City and PSI shall determine the number of customers then receiving residential services. Ninety (90) days prior to each annual anniversary date (October 1st of each year) beginning in July 2017, and each year thereafter, the City and PSI may negotiate a Contract price adjustment in consideration of current prices, costs, and the cost of living indexes and changed circumstances. Such an adjustment shall, as nearly as possible, reflect PSI's actual operating costs and may not necessarily correspond to cost of living indexes. The per customer amount and count shall then be adjusted and made effective for the following fiscal year, which first fiscal year shall be that beginning October 1, 2017.

The City Council, after providing PSI 180 days notice, shall have the right to amend the level of service provided for in this Contract. Qualifying levels of service and the corresponding base price are as follows:

- B. **Base Price for Residential Solid Waste Collection with a Curb-Side Recycling Program:** The monthly unit-price for residential solid waste collection services with a curb-side recycling program, as described in Section 1 of this Contract, is \$10.37 per month.
- C. **Base Price for "One Can" Service, including a Curb-Side Recycling Program:** The monthly unit-price for "One Can" residential solid waste collection service, which will include a 95 gallon recycle cart, as described in Section 1 of this Contract, is \$5.00 per month.

D. Base-Price of Additional Charges for Other Options included in Contract:

1. Contaminated Recycle Cart contents: 3 chances – 2 with a warning sticker each time; then a \$5.00 charge (on 3rd occurrence) and removal of cart;
2. Extra 95-gallon Garbage cart: \$2.00 per month; and
3. Extra 95-gallon Recycle cart: \$0.90 per month.

PSI and the City will collaborate on the development of a pilot program to test, and serve as the basis for, the considered expansion of the availability of smaller cart size services for the solid waste portion of the sanitation services. Such program will be directed at establishing standards and methods for providing either 35-gallon or 65-gallon cart size garbage carts to qualifying residents upon request by those residents who are interested in decreasing their garbage disposal loads into the system and landfill. Once the pilot program constructs are established, the program will be made available more broadly, using a controlled process in order to maintain an orderly and efficient distribution of the carts requested among residents in a timely fashion. Pricing of the smaller cart size services will be affected by the number of participants who choose to use the smaller carts, and this pricing may be modified, as the number shifts by more than 5%. Barring any significant change requiring a special public hearing, the pricing will only be adjusted annually within the budget process and time frame of the City.

6. **RATE ADJUSTMENTS:** The Base Contract prices, as illustrated in Section 5 of this Contract, will remain in effect until an adjustment has been successfully negotiated. No adjustment to the Base Contract prices shall occur before October, 2017. Thereafter, adjustments may be negotiated annually, as specified in this contract. For purposes of this Contract, a rate adjustment is defined as any temporary or permanent adjustment in the Base Contract pricing established in this Contract for the year beginning October 1st, 2016.

7. **MAINTENANCE OF A BUSINESS OFFICE:** PSI shall establish and maintain an office within the City and shall keep said office open for business during the normal hours of each working day throughout the year. In addition, PSI shall be available 24 hours per day for all days during the calendar year to perform all duties as required in this Contract should immediate performance of these duties be required to insure the health, welfare and safety of the people of the City. PSI shall provide proper office space within the City limits with sufficient telephones and personnel and shall quickly and expeditiously receive and answer all calls.

8. **EQUIPMENT:** For Primary Service Requirements, PSI must have a minimum of four (4) twenty cubic yard compactor truck units and have at least one stand-by unit for emergencies caused by breakdowns or unforeseen additional solid waste. For Secondary Service Requirements, PSI shall provide whatever equipment is necessary to best accomplish the work; preferably dump body trucks with tarpaulin covers. PSI shall maintain garaging and maintenance facilities for all equipment in a condition, and at a location, acceptable to the

City insofar as zoning, traffic, home parking, and nuisance considerations are concerned. PSI shall maintain all trucks in a clean and sanitary condition and in a good painted condition and all the same color. All equipment necessary for the collection and hauling of garbage and refuse to be used by PSI shall be maintained so as to prevent leakage, spillage, or overflow. All equipment shall be clearly identified and assigned an equipment number displayed on both sides of the equipment in numerals at least six inches in height and with the firm name and telephone number similarly displayed. PSI shall not use a firm name containing "City of Twin Falls" or other words implying municipal sponsorship or ownership. Each vehicle hauling refuse in the City by PSI shall carry a fire extinguisher in accordance with the specifications approved by the City Fire Department and shall be inspected annually every August of each year of this Contract. PSI's garage facilities shall have adequate fire extinguishers on the premises at all times. All equipment that is unsuitable shall be immediately removed from service and shall be replaced with equipment approved by the City. Vector control will normally consist of spraying, etc., for the control of flies, mosquitoes, and other insects on or about PSI's equipment. PSI shall provide all vector control as directed by the City and as required by the State Health Department, and no additional charge will be made to the City. PSI shall have all equipment, materials, and supplies necessary for spraying, etc., as required for the proper control of flies, mosquitoes and other insects as directed by the City and the State Health Department. The City shall have the right, during normal working hours, to inspect the equipment used for the performance of this Contract.

9. PERFORMANCE STANDARDS: PSI shall be responsible for program management according to specific operating and personnel standards:

- A. PSI's vehicles shall be operated in accordance with applicable laws of the State of Idaho and local ordinances.
- B. Service shall be provided as scheduled unless excused by the City Manager, or his designee.
- C. PSI shall employ only competent and trustworthy workers and supervisors.
- D. PSI's employees and supervisors shall conduct themselves in a courteous, honest, and professional manner. PSI shall take immediate action to correct the behavior of any employee or supervisor who is insolent, disorderly, careless, unobservant, dishonest, or acting in any way that is detrimental to the satisfactory progress of work under this Contract.
- E. PSI's employees shall be attired in a manner that is professional and as neat and clean as circumstances permit.
- F. PSI shall exercise reasonable care and diligence in handling waste containers. Any waste spilled while emptying the containers shall be completely and immediately cleaned up by PSI.

- G. PSI shall provide and maintain suitable, appropriate containers, as specified in this Contract.
- H. PSI shall replace cans in an erect position with the lids replaced or placed adjacent to the container, except during windy conditions when the containers may be laid on their side to avoid the cans being blown away. PSI shall be responsible for the replacement of any containers damaged by its employees.
- I. PSI shall have at least one field supervisor dedicated to overseeing the performance of PSI's workers in the City. The supervisor shall familiarize himself/herself with the City and the services required under these specifications.
- J. PSI shall maintain an office for the receipt of service calls and complaints. The office shall be open and available for calls, at minimum, Monday through Friday from 8 a.m. to 5 p.m. as well as any time when PSI is performing services under this Contract in the City. The office shall contain at least two telephone lines with local numbers listed under PSI's name in the City's local telephone directory. The office shall have the ability to communicate with personnel in the field.
- K. Each complaint shall be investigated by PSI and responded to within one business day unless mutually extended by PSI and the complaining party. If the complaint concerns the failure of PSI to collect solid waste, bulk items (as delineated in Section 4 above), building material, yard waste, and/or recyclables as required by these specifications, PSI shall make the collection by 6:00 p.m. of the same day. There will be no exception to this requirement unless the collection has been altered due to a holiday or unforeseen circumstances and authorized by the City Manager, or his designee.
- L. The vehicles used for collection shall have a completely enclosed, watertight body, and shall be properly designed so that the wheel and axle loads with a fully-loaded body shall not exceed the schedule of weights allowed by the laws of the State of Idaho and the City. If it is not possible to fully load the body and stay within the limits of the law, PSI will be required to reduce the loads in the body until they comply with the law.
- M. The equipment shall be painted uniformly and must be maintained in good condition, appearance, and in a sanitary condition at all times. Each piece of equipment shall include PSI's name and each vehicle shall be assigned a number that is prominently painted on the vehicle. Sufficient equipment and personnel shall be furnished to make all collections completely within current collection schedules.

10. CITY-PSI RELATIONS:

- A. City Manager's Responsibility and Authority: All work shall be done under the general supervision of the City Manager. The City Manager shall decide any and all questions which may arise as to the quality and acceptability of services provided.
- B. Inspection of Work: All materials and each part or detail of the work shall be subject at all times to inspection by the City Manager. Such inspection may include field, or shop inspection, and any equipment used under this Contract is subject to such inspection. The City Manager shall be allowed access to all parts of the work and shall be furnished with such information and assistance by PSI as is required to make a complete and detailed inspection.
- C. Protection of Property: PSI shall not enter upon private property for any purpose without obtaining permission, and it shall be liable for all damage done to water, gas, steam or other pipes, flumes, poles or conduits, or other real or personal property owned by any person or corporation. PSI shall repair or replace, as directed by and to the satisfaction of the City Council and City Manager or his authorized representative, all water, sewer, irrigation, drainage or other pipe, flumes, conduits, hydrants, poles or other property of the City, which may be injured or damaged by reason of the execution of the work done under this Contract, or by reason of the negligence or carelessness of PSI, or any of its agents, servants, or employees, and if PSI shall fail or neglect to make such repairs, or to replace the same within ten (10) days after being notified to do so, then the City, by its agents, servants or employees, may make such repairs, replace such sewer, irrigation or drainage pipes, flumes, conduits, hydrants, poles, or other property so injured or damaged, and the cost of so doing shall be deducted from any sum or sums due, or to become due to PSI under this Contract.

- 11. SERVICE CONTROLS:** No work which may be defective, or deficient in any of the requirements of this Contract, will be considered as accepted in consequence of the failure of any officer of the City or inspector connected with the work, to point out the defects or deficiencies. PSI shall correct any imperfect work, whenever discovered. In addition to penalties provided for violations of any presently existing ordinances of the City, the following liquidated damages may be assessed by the City.

PSI shall pay City \$750.00 per day for discontinuance of collection and disposal service on any route for any reason for more than 72 hours beyond the scheduled day, except for causes beyond the control of PSI.

For each complaint of failure to make collection from a customer's container in accordance with the prescribed schedule of collections, when correction of such complaint is not made within 24 hours, the City shall withhold from money due PSI the sum of \$15.00 per service.

Complaints of this nature will be referred in writing to PSI, who shall remedy the faulty condition within 24 hours after receipt of such notice. PSI will not be required to use a collection unit of the load packer type, but may use a small pick-up truck servicing such complaints.

12. EMERGENCY SERVICES: PSI shall perform solid waste removal services and shall furnish the equipment necessary therefore during an emergency endangering life or property. In all cases PSI shall notify the City Manager of the emergency as soon as practicable, but PSI shall not wait for instructions before proceeding to properly protect both life and property.

13. INSURANCE: PSI shall provide the following coverage:

- A. Worker's Compensation Insurance: PSI shall procure and maintain during the term of this Contract, Worker's Compensation Insurance, including Employer Liability Coverage, in accordance with all applicable statutes of the State of Idaho. In the event that any of this Contract work is sublet, PSI shall require the subcontractor to provide insurance for all the subcontractor's employees engaged in such work unless such employees are covered by the protection afforded by PSI's insurance.
- B. Commercial General Liability: PSI shall procure and maintain during the term of this Contract, Commercial General Liability on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate, combined single limit for Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Completed Operations Liability; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions.
- C. Motor Vehicle Liability: PSI shall procure and maintain during the term of this Contract, Motor Vehicle Liability insurance with limits of liability of not less than \$1,000,000 per occurrence, and/or aggregate, combined single limit for Personal Injury, Bodily Injury, and Property Damage.
- D. Environmental Liability: PSI shall procure and maintain during the term of this Contract, environmental liability insurance with limits of liability of not less than \$1,000,000 per occurrence.
- E. Additional Insured: The Commercial General Liability and Motor Vehicle Liability policies shall include an endorsement stating the following: it is understood and agreed that the following shall be Additional Insured: The City of Twin Falls and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the

Additional Insured, whether said other available coverage be primary, contributing or excess.

- F. Cancellation Notice: The policy or policies shall contain a clause that the insurer will not cancel the insurance coverage without written notice to the City in accordance with the provisions of such policies.
- G. Renewal Certificates: If any of the policies expire during the term of this Contract, PSI shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

15. INDEMNIFICATION AND HOLD HARMLESS: PSI agrees to hold harmless the City, its elected and appointed officials, employees and volunteers and others working in behalf of the City from any and all liability, including damages of any kind or nature, expenses and costs, including professional fees and court costs under any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working in behalf of the City, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with its operations under this Contract or any other current or future local, state, or federal statutes and regulations which might be asserted against the City directly or indirectly in connection with this Contract, or acts and omissions of the City, its elected and appointed officials, employees, agents, contractors, and subcontractors.

16. LAWS TO BE OBSERVED: PSI shall give all notices and comply with all Federal, State and local laws, ordinances and regulations in any manner affecting the conduct of the services, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the City against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by PSI, its agents, contractors or subcontractors, PSI's officers or employees. PSI shall secure all permits and licenses necessary for the provision of the services, including a license from the City for the collection and transportation of solid waste within the City limits.

17. PUBLIC SAFETY AND CONVENIENCE: PSI shall at all times conduct its work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the City Manager. No road or street shall be closed to the public except with the permission of the City Manager and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by PSI to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed except as approved by the City Manager.

18. **CITY'S RIGHT TO TERMINATE CONTRACT:** If PSI defaults in the performance of any of the covenants of this Contract, City ordinances, reasonable rules and regulations as might be set forth by the City Council from time-to-time, health or environmental regulations of the State of Idaho or declares bankruptcy, the City shall give PSI thirty (30) days written notice from the date of default or City's reasonable discovery of default setting the default, and if PSI fails, neglects, or refuses for a period of more than thirty (30) days after receiving said notice to correct the default, then the City without further notice may revoke this Contract and thereby render it null and void.
19. **PSI's RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT:** PSI may suspend work or terminate this Contract upon thirty (30) days written notice sent by certified mail with return receipt to the City and the City Manager, for any of the following reasons:
- A. If an order of any court, or other public authority caused the work to be stopped or suspended for a period of ninety (90) days through no act or fault of PSI or its employees.
 - B. If the City should fail to act upon request for payment within ten (10) days after the 10th of the month following presentation of the request.
20. **ASSIGNMENT:** Neither PSI nor the City shall subcontract, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, or its obligations there under, without written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Any transfer, reorganization, merger or other corporate activity wholly within PSI or among its parents, subsidiaries, sister entities and affiliates will not require the City's consent.
21. **WAIVER:** Failure of either party to exercise the rights upon any default of the other shall not be construed as the waiver of the right to insist upon full performance of all the terms and conditions of this Contract, or exercising any other rights contained in this Contract.
22. **AMENDMENTS:** This Contract may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement duly executed by the parties hereto.
23. **ATTORNEY'S FEES:** In any controversy relating to this Contract, the prevailing party shall be awarded its attorney fees and costs (including, but not limited to, the costs for arbitrator(s) and expert witnesses) in any proceeding brought in a court of law and/or arbitration, including any bankruptcy or appeal proceeding.
24. **NOTICES:** Notices or communications herein required or permitted shall be in writing and given to the respective party by registered or certified mail or by hand delivery (said

notice being deemed given and received as of the date of mailing or delivery) at the following addresses unless either party shall otherwise designate its new address by written notice:

City of Twin Falls
Attention: City Manager
PO Box 1907
Twin Falls, Idaho 83303-1907

PSI Environmental Systems, Inc.
Attention: District Manager
222 Gem Street
Twin Falls, ID 83301

25. **FORCE MAJEURE:** Provided that the requirements of this Section are met, PSI shall be excused from performance and shall not be liable for failure to perform under this Contract if PSI's performance is prevented or delayed by acts of terrorism, acts of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government, or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of PSI ("Force Majeure"). If, as a result of a Force Majeure event, PSI is unable wholly or partially to meet its obligations under this Contract, it shall promptly give the City notice of the Force Majeure event, describing it in reasonable detail. PSI's obligations under this Contract shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.

*[Remainder of Page Intentionally Left Blank;
Signature Page Follows.]*

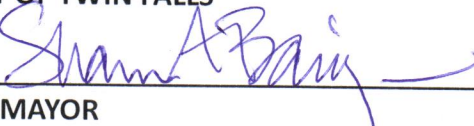
IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

PSI

By: 

Title: District Manager

CITY OF TWIN FALLS

By: 

MAYOR

P.O. Box 1907
Twin Falls, ID 83303-1907