

COUNCIL MEMBERS:Suzanne
HawkinsJim
MunnShawn
BarigarChris
TalkingtonGregory
LantingDon
HallRebecca
Mills Sojka

Vice Mayor

Mayor



AMENDED AGENDA
Meeting of the Twin Falls City Council
Monday, June 2, 2014
City Council Chambers

5:00 P.M.

PLEDGE OF ALLEGIANCE TO THE FLAG
CONFIRMATION OF QUORUM
CONSIDERATION OF THE AMENDMENTS TO THE AGENDA
PROCLAMATION: None

GENERAL PUBLIC INPUT

AGENDA ITEMS		Purpose	By:
I. <u>CONSENT CALENDAR:</u>			
1. Consideration of a request to approve the Accounts Payable for May 28 through June 2, 2014.	Action		Sharon Bryan
2. Consideration of a request to approve the May 19, 2014, Council Minutes.	Action		Leila A. Sanchez
3. Consideration of a request to approve the "Bed Races" Fundraiser for the Multiple Sclerosis Society to be held on Saturday, June 14, 2014.	Action		Ryan Howe
II. <u>ITEMS FOR CONSIDERATION:</u>			
1. Consideration of a request to approve the Agreement between the City of Twin Falls and CH2MHill/OMI for the operations and management of the City's Waste Water Treatment Plant.	Action		Travis Rothweiler
2. Presentation of an update on the Road Show and Zone Maintenance Projects.	Presentation		Jon Caton
3. Consideration of a request to award the 2014 Chip Seal Project to Emery, Inc. in the amount of \$522,999.81.	Action		Jacqueline Fields
4. Consideration of a request to adopt an ordinance amending City Code Title 4 updating the City's adoption of building, plumbing, and mechanical codes.	Action		Mitchel Humble
5. Consideration of a request to adopt a resolution establishing a minimum crawl space depth.	Action		Mitchel Humble
6. Consideration of a request for the Mayor to appoint Chris Talkington as a member of the Twin Falls Urban Renewal Agency Downtown RFQ Response Evaluation subcommittee.	Action		Don Hall/ Melinda Anderson
7. Public input and/or items from the City Manager and City Council.			
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>			
IV. <u>PUBLIC HEARINGS:</u> 6:00 P.M.			
1. Request to authorize the Mayor to sign/submit the application materials for an Idaho Community Development Block Grant (ICDBG) to partially finance infrastructure development for Clif Bar's new baking facility.	PH/ Action		Carleen Herring Region IV
V. <u>ADJOURNMENT:</u>			
1. Executive Session 67-2345(1)(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general.			
2. Executive Session 67-2345(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.			

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

Twin Falls City Council-Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor shall review the public hearing procedures.
 2. Individuals wishing to testify or speak before the City Council shall wait to be recognized by the Mayor, approach the microphone/podium, state their name and address, then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the City Clerk. The City Clerk shall make an audio recording of the Public Hearing.
 3. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
 - A complete explanation and description of the request.
 - Why the request is being made.
 - Location of the Property.
 - Impacts on the surrounding properties and efforts to mitigate those impacts.

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.
 4. A City Staff Report shall summarize the application and history of the request.
 - The City Council may ask questions of staff or the applicant pertaining to the request.
 5. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor may limit public testimony to no less than two minutes per person.
 - Five or more individuals, having received personal public notice of the application under consideration, may select 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. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, shall be either read into the record or displayed to the public on the overhead projector.
 - Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
 6. Following the Public Testimony and Applicant's response, the hearing shall continue. The City Council, as recognized by the Mayor, shall be allowed to question the Applicant, Staff or anyone who has testified. The Mayor may again establish time limits.
 7. The Mayor shall close the Public Hearing. The City Council 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.

COUNCIL MEMBERS:

Suzanne Hawkins	Jim Munn	Shawn Barigar	Chris Talkington	Gregory Lanting	Don Hall	Rebecca Mills Sojka
Vice Mayor					Mayor	

**MINUTES**

Meeting of the Twin Falls City Council

Monday, May 19, 2014

City Council Chambers

305 3rd Avenue East -Twin Falls, Idaho**4:00 P.M.****PLEDGE OF ALLEGIANCE TO THE FLAG****CONFIRMATION OF QUORUM****CONSIDERATION OF THE AMENDMENTS TO THE AGENDA****PROCLAMATION: None****GENERAL PUBLIC INPUT**

AGENDA ITEMS		Purpose	By:
Presentations from the following Municipal Powers Outsource Grants (MPOG) Applicants:		Action Presentations/ Action	Staff Report Mandi Thompson
1. Twin Falls Municipal Band 2. Boys and Girls Clubs of Magic Valley 3. CASA – Court Appointed Special Advocates 4. Crisis Center of Magic Valley 5. Jubilee House, Inc. 6. LINC (Living Independence Network Corporation) 7. Magic Valley Arts Council 8. Salvation Army 9. Trans IV 10. Twin Falls Senior Center			
I. CONSENT CALENDAR:			
1. Consideration of a request to approve the Accounts Payable for May 13–19, 2014, totals: \$871, 294.23. Prepay for May 13, 2014, total: \$60,856.79.		Action	Sharon Bryan
2. Consideration of a request to approve the April 21 and May 5, 2014, City Council Minutes.		Action	Leila A. Sanchez Sharon Bryan
3. Consideration of a request to approve the Improvement Deferral Agreement for Curb-Gutter-Sidewalk & Driveway Approach for property sought to be developed at 980 Carriage Lane N. for Angela Sarah Taylor Pitts.		Action	Troy Vitek
4. Consideration of a request to approve the Improvement Deferral Agreement for Sidewalk Improvement for property sought to be developed at 728 Mae Drive for Jim Gleaves and Emma Braun.		Action	Troy Vitek
II. ITEMS FOR CONSIDERATION:			
1. Consideration of a request to award the contract for the 2014 Orchard Drive West Reconstruction project to Granite Excavation, Inc. of Cascade, Idaho in the amount of \$300,000.00.		Action	Jason Brown
2. Consideration of a request to award the contract for the Eastland–Orchard to Kimberly project to PMF Inc., of Twin Falls, Idaho, in the amount of \$422,853.00.		Action	Troy Vitek
3. Consideration of a request to allow the City Engineer to sign an agreement with CH2M Hill for the Waste Water Treatment Plant Construction Management and Construction Services in the amount \$3,083,276.		Action	Troy Vitek
4. Public input and/or items from the City Manager and City Council.			
III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:			
IV. PUBLIC HEARINGS: 6:00 P.M.: None			
V. ADJOURNMENT:			
1. Executive Session 67-2345 (1) (c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency			

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

Present: Suzanne Hawkins, Jim Munn, Shawn Barigar, Chris Talkington, Gregory Lanting, Don Hall, Rebecca Mills Sojka

Absent: None

Staff Present: City Manager Travis Rothweiler, City Attorney Fritz Wonderlich, Assistant City Engineer Troy Vitek, Environmental Engineer Jason Brown, Grant Writer Mandi Thompson, Deputy City Clerk Leila A. Sanchez

Mayor Hall called the meeting to order at 4:02 P.M. He then invited all present, who wished to, to recite the pledge of Allegiance to the Flag. A quorum is present.

4:00 P.M.

CONSIDERATION OF THE AMENDMENTS TO THE AGENDA:

City Manager Rothweiler requested the following changes be made to the agenda:

For the record, the Council will deliberate and discuss and award the appropriations as the Council sees fit for the "Presentations from the following Municipal Powers Outsource Grants (MPOG) Applicants."

Staff requests to remove the April 21, 2014, City Council Minutes from the Consent Calendar.

MOTION:

Councilmember Mills Sojka moved to approve the amendments to the agenda. The motion was seconded by Councilmember Lanting. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

PROCLAMATION: None

GENERAL PUBLIC INPUT: None

AGENDA ITEMS

Presentations from the following Municipal Powers Outsource Grants (MPOG) Applicants:

- | | |
|---|---|
| 1. Twin Falls Municipal Band | 6. LINC (Living Independence Network Corporation) |
| 2. Boys and Girls Clubs of Magic Valley | 7. Magic Valley Arts Council |
| 3. CASA – Court Appointed Special Advocates | 8. Salvation Army |
| 4. Crisis Center of Magic Valley | 9. Trans IV |
| 5. Jubilee House, Inc. | 10. Twin Falls Senior Center |

Council discussion followed on the format of the scoring system and the matrix.

1. Twin Falls Municipal Band

Councilmember Mills Sojka recused herself from the Twin Falls Municipal Band discussion and deliberation.

Sandy Hacking, President, gave the presentation and requested \$21,161.

Discussion followed:

- Concert attendance 500 to 1,000
- Band solely supported by the City of Twin Falls
- Other sponsorships
- Librarian allowance
- Mission Statement "Preserve our Heritage"

2. Boys and Girls Club

Lindsey Westburg gave the presentation and requested \$21,500.

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Discussion followed.

- 80% of the 3,500 served are Twin Falls residents

- Funds are not received from other City Councils

3. CASA

Tahna Barton, Executive Director gave the presentation and requested \$6,641.

Discussion followed:

- Mandate from the State of Idaho/minimum funding received

- Additional need for 15 volunteers

- Twin Falls County pays for CASA's attorney

3. Crisis Center of Magic Valley

Deborah Gabardi gave the presentation and requested \$15,000.

Discussion followed:

- Utility costs not provided

- 72% served are citizens of Twin Falls

- \$310,000 to run the entire program

- Domestic violence (alcohol/drug related) 80% to 90%

4. Jubilee House, Inc.

Kathryn Bausman, Executive Director, gave the presentation and requested \$5,000.

Discussion followed:

- Longevity of the program and success rates

- 80% served are citizens of Twin Falls

- Partnerships with mental health and drug courts

5. LINC (Living Independence Network Corporation)

Lindsey Westburg gave the presentation and requested \$22,000. Transportation for 88% of those served originates from the City of Twin Falls.

Discussion followed.

- Trans IV and LINC services

Ms. Westburg stated that LINC pays for a portion of Trans IV rides. Trans IV provides transportation for the general public; LINC provides rides for the disabled and elderly.

- Funds specifically used for rides

- Provides 14 rides per month at \$5 per ride

- Qualifications for ride service

- AMR (Medicaid program) to and from doctor appointments

6. Magic Valley Arts Council

Carolyn White gave the presentation and requested \$15,000.

Discussion followed.

- Kids Art in the Park - 90% are Twin Falls residents

- \$200,000 total budget

7. Salvation Army

Nicki Kroese, Business Manager, gave the presentation and requested \$20,000.

Discussion followed.

- Partnering with other agencies
- Fits in with Strategic Plan
- 60 children in attendance during the summer
- Funds are received from St. Luke's Medical Services

8. Trans IV

Mayor Hall, Councilmembers Munn and Barigar recused themselves from Trans IV discussion and deliberation.

Lynn Baird gave the presentation and requested \$62,400.

Discussion followed.

- 35,000 to 40,000 served yearly – 95% are from the City of Twin Falls
- Provides rides to and from the Senior Center
- Tracking riders (seniors/handicapped)
- Trans IV advertising

9. Twin Falls Senior Center

Jeanette Roe gave the presentation and requested \$3,000.

Recess at 5:29 p.m.

Reconvened at 5:35 p.m.

MOTION:

Councilmember Lanting moved to increase the Municipal Powers Outsource Grant from \$100,000 to \$125,000, with \$25,000 to be allocated from the Reserve Fund. The motion was seconded by Vice Mayor Hawkins.

AMENDMENT TO THE MOTION:

Councilmember Talkington moved to amend the motion to remove the Twin Falls Municipal Band from the Municipal Powers Outsource Grant for the next budget cycle and place it as a line item in the Parks & Recreation Department budget. The motion was seconded by Councilmember Lanting.

City Manager Rothweiler stated that \$25,000 is available in the Contingency Fund.

Councilmember Lanting amended his motion to, "Increase the Municipal Powers Outsource Grant from \$100,000 to \$125,000. The \$25,000 to be allocated from the Contingency Fund." Vice Mayor Hawkins agreed with the motion.

Discussion on the amendment:

- Definition of conflict of interest
- Non-Profit Board Members

City Attorney Wonderlich summarized the contents of a memorandum he sent to the Council regarding conflicts of interest.

Councilmember Mills Sojka recused herself from discussion and deliberation on the amendment to the motion.

Councilmember Talkington stated that he serves on the Salvation Army Board and a member of the Magic Valley Arts Council.

City Attorney Wonderlich stated that Councilmember Talkington should recuse himself from participation, discussion and deliberation on the Salvation Army.

Roll call vote on the amendment to the motion to remove the Twin Falls Municipal Band from the Municipal Powers Outsource Grant in the next budget cycle and place it as a line item in the Parks & Recreation Department budget showed Councilmembers Hawkins, Barigar, Munn, Lanting, Hall and Talkington voted in favor of the motion. Councilmember Mills Sojka abstained. Approved 6 to 0. 1 abstained.

Councilmember Mills Sojka recused herself from discussion and deliberation on the motion as amended.

Discussion followed.

- Southern Idaho Tourism was placed in the budget in FY 2013
- Inflation and services

Councilmember Lanting explained that the \$25,000 increase is relatively insignificant compared to the City's total budget.

Roll call vote on the motion as amended to increase the Municipal Powers Outsource Grant from \$100,000 to \$125,000, with \$25,000 to be allocated from the Reserve Fund, and to remove the Twin Falls Municipal Band from the Municipal Powers Outsource Grant and place it in the next budget cycle as a line item in the Parks & Recreation Department budget, showed Councilmember Lanting voted in favor of the motion. Councilmembers Hawkins, Munn, Barigar, Talkington, Lanting, and Hall voted against the motion. Councilmember Mills Sojka abstained. Failed 1 to 5. 1 abstained.

MOTION:

Councilmember Talkington moved that the MPOG process this year limit any request to the Council for no more than \$20,000. Councilmember Mills Sojka seconded the motion.

Discussion followed.

- Applicants not expecting a \$20,000 cap

Vice Mayor Hawkins explained that she would be in favor of placing a limit for the next fiscal year and allocating the full amount requested by the band of \$21,161.

Councilmember Talkington encouraged the Municipal Band to do fundraising to make up the \$1,161.

AMENDMENT TO THE MAIN MOTION

Vice Mayor Hawkins made an amendment to the motion to limit requests to the Council to no more than \$20,000 in the next fiscal year. The motion was seconded by Councilmember Munn.

Roll call vote on the amendment showed Councilmembers Hawkins and Hall voted in favor of the motion. Councilmembers Barigar, Munn, Lanting, Talkington and Mills Sojka voted against the motion. Failed 2 to 5.

Roll call vote on the main motion placing MPOG grant limits for no more than \$20,000 showed Councilmembers Lanting, Talkington and Mills Sojka voted in favor of the motion. Councilmembers Hawkins, Barigar, Munn and Hall voted against the motion. Failed 3 to 4.

MOTION:

Councilmember Talkington moved to consider the lower funded requests in their entirety: CASA at \$6,000, Jubilee House, Inc. at \$5,000, and the Twin Falls Senior Center at \$3,000. The motion was seconded by Councilmember Mills Sojka.

Discussion followed.

- Ranking system averages

Councilmember Lanting spoke in favor of using the ranking system and requested the averages.

Councilmember Munn stated he did not use the ranking system because it is a disservice to the applicants to rank them prior to hearing their oral presentations.

Councilmember Mills Sojka stated the matrix helped her rank the applicants.

City Manager Rothweiler showed on overhead projection the averages of those who submitted their scores to Mandi Thompson.

Mayor Hall stated that he ranked the applicants with the exception of Trans IV and found it consistent with his ranking.

Councilmember Talkington stated that because of Vice Mayor Hawkins concern of allocating the full amount to CASA, he would like to amend his motion to increase the grant to CASA from \$6,000 to \$6,181. Councilmember Mills Sojka agreed with his motion.

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Councilmember Barigar stated that last year by consensus the amounts allocated to the applicants were voted on individually. A councilmember with a conflict of interest recused him or herself from voting at that time. He suggested that the Council by consensus allocate and negotiate the amounts to the applicants and vote on them individually.

Roll call vote on the motion to consider the lower funded requests in their entirety: CASA at \$6,181, Jubilee House, Inc. at \$5,000, and the Twin Falls Senior Center at \$3,000, showed all members present voted in favor of the motion. Approved 7 to 0.

Councilmember Mills Sojka spoke in favor of making single motions.

MOTION:

Councilmember Talkington moved to allocate \$20,000 to the Twin Falls Municipal Band. The motion was seconded by Councilmember Barigar.

Councilmember Barigar stated that the band can find community support to make up the difference from their initial request. The matrix speaks on the sustainability of the programs, and believes that a 100% dependence on tax dollars in perpetuity is not fair to other organizations that provide essential community services and seek other funding sources.

Vice Mayor Hawkins agrees that other funding sources are important but the band is unique. The City band has over 100 years of tradition and the oldest running band west of the Mississippi. She believes that it is the City's responsibility to fund the band in its entirety.

Councilmember Lanting explained his reasons for increasing MPOG.

Roll call vote showed Councilmembers Barigar, Lanting, Hall, and Talkington voted in favor of the motion. Councilmembers Hawkins and Munn voted against the motion. Approved 4 to 2. Councilmember Mills Sojka abstained.

MOTION:

Councilmember Mills Sojka moved to fully fund \$15,000 to the Magic Valley Arts Council and allocate \$15,000 to the Magic Valley Crisis Center. The motion was seconded by Councilmember Barigar.

Discussion followed.

- Limitation of funds remaining
- Consistent with the City's Mission Statement and Strategic Plan
- Magic Valley Arts Council facility expense, promotion and marketing

Councilmember Munn stated for the record that he believes that the City Band should have been fully funded at \$21,161.

Roll call vote on the motion showed Councilmembers Barigar and Mills Sojka voted in favor of the motion. Councilmembers Hawkins, Munn, Lanting, Hall, and Talkington voted against the motion. Failed 2 to 5.

MOTION:

Councilmember Talkington moved to allocate \$15,000 to the Magic Valley Crisis Center. The motion was seconded by Councilmember Mills Sojka. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

MAIN MOTION:

Vice Mayor Hawkins moved to allocate to the Magic Valley Arts Council \$10,000. The motion was seconded by Councilmember Lanting.

AMENDMENT TO THE MOTION:

Councilmember Barigar moved to allocate to the Magic Valley Arts Council \$12,500. The motion was seconded by Councilmember Mills Sojka. Roll call vote showed Councilmembers Barigar and Mills Sojka voted in favor of the motion. Councilmembers Hawkins Munn, Lanting, Hall, and Talkington vote against the motion. Failed 2 to 5.

Roll call vote on the main motion to allocate to the Magic Valley Crisis Center \$10,000, showed all members present voted in favor of the motion. Approved 7 to 0.

MOTION:

Councilmember Mills Sojka moved to allocate to LINC \$10,000. The motion was seconded by Councilmember Barigar.

Discussion followed.

- LINC and Trans IV providing the same service

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-No boundaries and no guidelines set for LINC riders

Roll call vote showed Councilmembers Mills Sojka and Barigar voted in favor of the motion. Councilmembers Hawkins, Munn, Lanting, Hall, and Talkington vote against the motion. Failed 2 to 5.

MOTION:

Councilmember Munn moved to allocate \$7,500, to the Salvation Army. The motion was seconded by Councilmember Mills Sojka.

Discussion followed.

-Ranking system

Roll call vote showed Councilmembers Hawkins, Barigar, Munn, Hall and Mills Sojka voted in favor of the motion. Councilmember Lanting voted against the motion. Councilmember Talkington abstained from voting. Approved 5 to 1. 1 abstained.

MOTION:

Councilmember Talkington moved to allocate \$25,000 to Trans IV. The motion failed due to a lack of a second.

MOTION:

Councilmember Lanting moved to allocate \$20,000 to Trans IV. The motion was seconded by Councilmember Mills Sojka. Roll call vote showed Councilmembers Hawkins, Lanting, Talkington and Mills Sojka voted in favor of the motion. Councilmembers Barigar, Munn and Hall abstained. Approved 4 to 0. 3 abstained.

MOTION:

Councilmember Barigar moved to allocate \$7,500 to the Boys and Girls Club. Councilmember Talkington seconded the motion.

AMENDMENT TO THE MOTION:

Councilmember Lanting moved to amend the main motion and to allocate \$12,900 to the Boys and Girls Club. Councilmember Talkington seconded the motion.

Discussion followed.

-Success of fundraising

-Community support

AMENDMENT TO THE MOTION RETRACTED

Councilmember Munn moved to allocate \$10,000 to the Boys and Girls Club. The motion was seconded by Vice Mayor Hawkins. Councilmember Munn retracted his motion.

Roll call vote on the amendment to the motion to allocate \$12,900 to the Boys and Girls Club showed Councilmembers Hawkins, Lanting, Hall, and Talkington voted in favor of the motion. Councilmembers Barigar, Munn and Mills Sojka voted against the motion. Approved 4 to 3.

Councilmember Barigar recused himself at 6:52 p.m.

Council discussed the matrix system and ranking.

I. CONSENT CALENDAR:

1. Consideration of a request to approve the Accounts Payable for May 13–19, 2014, totals: \$871, 294.23. Prepay for May 13, 2014, total: \$60,856.79.
2. Consideration of a request to approve the ~~April 21 and~~ May 5, 2014, City Council Minutes.
3. Consideration of a request to approve the Improvement Deferral Agreement for Curb-Gutter-Sidewalk & Driveway Approach for property sought to be developed at 980 Carriage Lane N. for Angela Sarah Taylor Pitts.
4. Consideration of a request to approve the Improvement Deferral Agreement for Sidewalk Improvement for property sought to be developed at 728 Mae Drive for Jim Gleaves and Emma Braun.

MOTION:

Councilmember Lanting made a motion to approve the Consent Calendar as amended. The motion was seconded by Vice Mayor Hawkins. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

II. ITEMS FOR CONSIDERATION:

1. Consideration of a request to award the contract for the 2014 Orchard Drive West Reconstruction project to Granite Excavation, Inc. of Cascade, Idaho in the amount of \$300,000.

Environmental Engineer Brown explained the request. The 2014 Orchard Drive West Reconstruction project limits are from the intersection of Washington St. South to the City limits heading west. The reconstruction project is approximately 1,500' of roadway which includes removal of current asphalt road, and the construction of a 28 foot wide paved road. The profile of the new road will be approximately 1' higher to improve drainage and the borrow pits will be reshaped to better convey storm water. The current driveways will also be reconstructed to match the new road elevation. The project was bid and bids were opened on May 13th. Three bids were received with the lowest bid coming from Granite Excavation Inc. in the amount of \$300,000.00. The bid package was checked for completeness and no irregularities were found.

Staff recommends that the City Council approve the award of the contract to Granite Excavation, Inc. in the amount of \$300,000.

Council discussion followed.

- Widening of the road
- Contract below the engineer's estimate of \$414,089
- Traffic control
- Truck route for Clif Bar trucks and Chobani

Assistant City Engineer Vitek stated that the trucks will be encouraged to use the state highway. The section discussed has been designed to handle the additional loads.

- Bonding

MOTION:

Vice Mayor Hawkins made a motion to award the contract for the 2014 Orchard Drive West Reconstruction project to Granite Excavation, Inc. of Cascade, Idaho, in the amount of \$300,000. The motion was seconded by Councilmember Lanting. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

City Manager Rothweiler clarified that the contract requires a 5% bid bond and a 100% performance bond guarantee.

2. Consideration of a request to award the contract for the Eastland–Orchard to Kimberly project to PMF Inc., of Twin Falls, Idaho, in the amount of \$422,853.

Assistant City Engineer Vitek explained the request. The construction includes the intersection of Orchard and Eastland extending east and west approximately 100' each, south 50' and north approximately 100'. The reconstruction will be concrete per the Geotechnical report provided by American Geotechnics. The project was bid and bids were opened on May 8th. Two bids were received with the lowest bid coming from PMF in the amount of \$422,853. The bid package was checked for completeness and no irregularities were found.

Staff recommends that the City Council approve the award of the contract to PMF Inc. in the amount of \$422,853.

Council discussion followed.

- Bid lower than the engineer's estimate
- Traffic control plan

MOTION:

Councilmember Mills Sonja made a motion to award the contract to PMF Inc. in the amount of \$422,853. The motion was seconded by Councilmember Munn. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

3. Consideration of a request to allow the City Engineer to sign an agreement with CH2M Hill for the Waste Water Treatment Plant Construction Management and Construction Services in the amount \$3,083,276.

CH2M Hill has provided a scope of work along with a contract in the amount of \$3,083,276. Due to the complexity of the schedule this project has been broken into 5 separate contracts (2 construction and 3 procurement packages). Each of these contracts will be run separately but need to coalesce as a group. This requires extensive oversight of inspectors and construction managers to meet the rapid schedule and to manage the budget. The total value of \$3,083,276 represents 8.87% of the total cost of the estimated \$34,745,922 project.

Staff recommends that City Council allow the City Engineer to sign an agreement with CH2M Hill for construction management in the amount of \$3,083,276.

Discussion followed.

Assistant City Engineer Vitek explained the contract of the scope of work.

MOTION:

Councilmember Lanting made a motion to allow the City Engineer to sign an agreement with CH2M Hill for the Waste Water Treatment Plant Construction Management and Construction Services in the amount not to exceed \$3,083,276. The motion was seconded by Councilmember Mills Sojka. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

4. Public input and/or items from the City Manager and City Council.

City Manager Rothweiler stated Monday, May 26, 2014, is Memorial Day. The Council Meeting will be held on Tuesday, May 27, 2014.

Mayor Hall congratulated Mike Covington on his retirement after 28 years of service in the Twin Falls Police Department.

Community Development Director Humble gave an update on building height, parking, and planned unit development code amendments. The amendments will be coming before the Council for discussion and approval.

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:

Councilmember Mills Sojka gave an update on the Historic Preservation Commission Walking Tour and the Beat the Heat event that were held on May 17, 2014.

Councilperson Talkington gave an update on the Impact Fee Committee recommendations that will be coming before the Council for discussion and approval.

IV. PUBLIC HEARINGS: 6:00 P.M. - None

V. ADJOURNMENT:

1. Executive Session 67-2345 (1) (c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.

MOTION:

Councilmember Lanting moved to adjourn to Executive Session 67-2345(1) (c). The motion was seconded by Vice Mayor Hawkins. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

Adjourned at 7:24 p.m.

**Leila A Sanchez
Deputy City Clerk/Recording Secretary**



Date: Monday, June 2, 2014, Council Meeting
To: Honorable Mayor and City Council
From: Sergeant Ryan Howe, Twin Falls Police Department

Request:

Consideration of a request to approve the “Bed Races” Fundraiser for the Multiple Sclerosis Society to be held on Saturday, June 14, 2014, from 11:00 a.m. to 4:00 p.m. in the 100 Block of Main Avenue between Shoshone Street and Gooding Street.

Time Estimate:

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

Background:

Bev O’Connor, on behalf of John and Judy Fisher and the Multiple Sclerosis Society, has submitted a Special Events Application to hold the Bed Races Fundraiser event for the Multiple Sclerosis Society on Saturday, June 14, 2014, from 11:00 a.m. to 4:00 p.m. This event will be held in the 100 Block of Main Avenue between Shoshone Street and Gooding Street. The application requests the closure of Main Street in this area to allow beds to be on display in the parking stall areas. The actual bed races will take place in the street. Depending upon interest generated before the bed races, there may be children’s car races, such as Barbie Jeep-type vehicles. Barricades will be provided by the applicants, and they will be responsible for the street closure and the re-opening of the street. The applicants will also provide their own cleanup in and around the area affected by the event. The applicants will provide port-a-potties for the event.

Alcohol will not be served at this event, other than from local businesses in the area that are licensed to sell from their own establishments. There will not be any live or amplified music.

From 11:00 a.m. until 4:00 p.m., Main Avenue will be closed from Shoshone Street to Gooding Street.

Downtown business owners have been advised of this event. No negative responses have been received from business owners.

Approval Process:

Consent of the Council

Budget Impact:

There will not be any budget impact to the City of Twin Falls.

Agenda Item for June 2, 2014
From Sergeant Ryan Howe
Page Two

Regulatory Impact:

N/A

Conclusion:

Relevant members of City Staff have met on this special event request and have approved the Special Events Application with the agreement that the applicants will provide a cleanup plan and provide port-a-potties. With approval of this request, we would ask approval for the on- duty Twin Falls Police Department Supervisor to close down the event if the need arises due to noise or other disturbances.

Based on this request and the information provided, Staff recommends this event be approved.

Attachments:

None

RH:aed



Date: Monday, June 2, 2014
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

Request:

Consideration of a request to approve the Agreement between the City of Twin Falls and CH2MHill/OMI for the operations and management of the City's Waste Water Treatment Plant.

Time Estimate:

The request will take approximately 5 minutes.

Background:

CH2MHill/OMI has been providing professional management and operational services at the City of Twin Falls Waste Water Treatment Plant (WWTP) for more than thirty years. The current agreement is scheduled to expire on October 1, 2014. The proposed Agreement will extend the existing partnership for an additional 10 years.

The City and CH2MHill/OMI used the current services Agreement as the foundation for the Agreement. The recommended changes in the proposed Agreement are:

- Sections 2.12 to Section 2.15 have been changed. These sections detailed the repair budget and the rebate structure around annual budget.
- Section 3.7 allows the City to provide alternate means for access to the plant if there are issues on the grade.
- Sections 4.1 and 4.2 detail the Direct Cost and Base Fee. The direct fees will be based on the actual fees of experienced at the plant. Annually, the anticipated budget must be agreed to by July 1, 2014 so it can be included in the annual budget.
- Section 4.3 reduced the management fee changed from 22% to 20% of the actual Direct Cost.
- Section 4.5 explains the rebate of the Direct Cost and the Management Fee.
- Section 5.1.1 allows the option to adjust the final four monthly installments if there is a rebate or adjustment needed.
- Section 5.1.2 changes the due date for monthly installments from the 10th of the month to the 1st of the month.
- Section 5.4 was removed from the original contract. Interest is no longer charged for late payments.
- Section 7.1 details the terms of the Agreement for 10 years from October 1, 2014 to September 30th, 2024.
- Section 7.2 increases the liability amount from \$150,000 to \$250,000.
- Appendix B adds Auger Falls to our list of facilities that we manage.
- Appendix G lists a new Base Fee Adjustment formula. This is used if both sides cannot agree upon the Base Fee.

The Agreement was reviewed by the City Attorney.

Approval Process:

Approval requires a simple majority vote of the City Council members present on the direction to be taken.

Budget Impact:

Budget impact will be determined annually upon examination of the actual direct costs of operating the treatment facility plus the overhead margin of 20%. For the upcoming fiscal year, the City is budgeting approximately \$2.7 million for direct costs.

Regulatory Impact:

There are no regulatory impacts associated with this request.

Attachments

1. Proposed Agreement

AGREEMENT
for
OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES
for the
CITY OF TWIN FALLS, IDAHO
WASTEWATER TREATMENT FACILITY, PUMP STATIONS, AND UASB

THIS AGREEMENT is made on this ____ day of _____ 2014 between The City of Twin Falls, Idaho (hereinafter "Twin Falls"), whose address is 321 Second Avenue East, P.O. Box 1907, Twin Falls, Idaho 83301, and Operations Management International, Inc., (hereinafter "OMI") whose address for any formal notice is 9189 S. Jamaica Street, Englewood, Colorado 80112.

Twin Falls and OMI agree:

1. GENERAL

- 1.1. All definitions of words or phrases used in this Agreement are contained in Appendix A.
- 1.2. All grounds, facilities, equipment, and vehicles now owned by Twin Falls or acquired by Twin Falls shall remain the property of Twin Falls.
- 1.3. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho.
- 1.4. This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party will assign this Agreement without the prior written consent of the other party.
- 1.5. All notices shall be in writing and transmitted by certified mail to the address noted above.
- 1.6. This Agreement, including Appendices, is the entire Agreement of the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "OMI" and "Twin Falls" shall include the respective officers, agents, directors, elected or appointed officials, and employees

2. SCOPE OF SERVICES—OMI

OMI shall:

- 2.1. Provide the services necessary for the management, operation and maintenance of the equipment, vehicles, grounds, and facilities identified in Appendices B and F.
- 2.2. Within the design and capability of the Project, manage, operate and maintain the project so that effluent discharged from the Project meets the requirements specified in Appendix C. OMI may alter processes and/or facilities to achieve the objectives of this Agreement, provided, however, that no alteration shall be without Twin Falls written approval if alteration shall cost in excess of Five Thousand Dollars (\$5,000.00).
- 2.3. Prepare all NPDES permit reports and submit these to Twin Falls for transmittal to appropriate agencies within NPDES time limits. Assist with all NPDES permit renewal applications.
- 2.4. Perform laboratory testing and sampling, including but not limited to all testing and sampling presently required by the NPDES permit. Twin Falls will be invoiced for and shall pay for additional laboratory testing not required by the NPDES requirements.
- 2.5. OMI will operate the Twin Falls wastewater treatment facilities so as to treat all wastes received into the plant including waste from the industries outlined in Appendix D, in accordance with industrial user agreements between all industries and Twin Falls.
- 2.6. Maintain the present industrial waste sampling and laboratory analysis program, as described in Appendix D. Results of all industrial sampling and testing shall be reported to Twin Falls by the 12th day of the following month.
- 2.7. Maintain the Twin Falls EPA-approved pretreatment program.
- 2.8. Pay all Cost incurred in normal Project operations.
- 2.9. OMI will pay all sales tax on materials and equipment purchased by OMI and all taxes measured by the income of OMI.
- 2.10. Provide Twin Falls, on a monthly basis, a report of Direct Cost in the format and in the level of detail shown in Appendix E.
- 2.11. Provide and document all Maintenance for the Project. Twin Falls shall retain ownership and have the right to inspect these records during normal business hours.
- 2.12. Provide and document all Repairs for the project.

- 2.13. Maintain an inventory list of vehicles and equipment that are being used at the Project by OMI.
- 2.14. Staff the Project with employees who have met the certification requirement of the State of Idaho. OMI will permit Twin Falls to interview any replacement for OMI's project manager. OMI will provide a project manager who is satisfactory to Twin Falls.
- 2.15. Provide twenty four (24) hours per day access to Project for Twin Falls personnel. Visits may be made at any time by any of Twin Falls employees so designated by Twin Falls representative. Keys for Project shall be provided to Twin Falls by OMI. All visitors to the Project shall comply with OMI's operating and safety procedures.

Proceed to take such actions that OMI deems necessary to protect public health and Twin Falls facilities in an emergency situation. OMI will make every effort to contact Twin Falls City Manager or authorized designee prior to taking any action. OMI will provide a written report detailing the actions taken within twenty four (24) hours after the emergency has terminated.

- 2.16. Perform other services that are incidental to the Scope of Services set forth in Article 3 below as directed by Twin Falls. Such services will be invoiced to Twin Falls at OMI's Cost plus fifteen percent (15%).
- 2.17. Provide two (2) rounds of chronic toxicity testing as required by the Twin Falls NPDES permit.
- 2.18. Provide maintenance services for the "Engineered Treatment System" Model ECF-23010 Ultra Violet Disinfection System, located at Twin Falls YMCA Pool, 756 Locust North, Twin Falls, Idaho. These services include corrective maintenance to the system on an "as-needed" basis or as requested by Twin Falls. Services will also include manufacturer recommended preventive maintenance as well as semi-annual electrical inspection and annual infrared analysis of all electrical components. All maintenance tasks will be tracked and monitored with OMI's Computerized Maintenance Management System ("CMMS"). Any parts, materials and supplies will be provided by Twin Falls.

3. SCOPE OF SERVICE—Twin Falls

Twin Falls Shall:

- 3.1. Provide for all Capital Expenditures.

- 3.2. Maintain all existing Project warranties, guarantees, easements, and licenses that have been granted to Twin Falls.
- 3.3. Pay all property, franchise, or other taxes associated with the Project.
- 3.4. Provide OMI within a reasonable time after request any piece of Twin Falls heavy equipment that is available so that OMI may discharge its obligations under this Agreement in the most cost-effective manner. Said equipment will be operated by Twin Falls employees.
- 3.5. Provide all licenses for city owned vehicles used in connection with the Project.
- 3.6. Provide OMI use of all city owned vehicles and equipment presently in use at the Project, including the vehicles described in Appendix F.
- 3.7. Maintain, repair, and clear the access road to the plant or provide an alternate means of access so the plant is accessible twenty-four (24) hours per day, 365 days per year. OMI shall not be responsible for violations of the terms and conditions of this Agreement if the plant is not reasonably accessible.
- 3.8. Provide potable water to the Project at no charge.
- 3.9. Pay for all electrical costs utilized to operate the pump stations listed in Appendix B. 1(c).
- 3.10. Allow OMI to utilize its employees, normally assigned to the Project, in support of other OMI business activities, and when appropriate OMI will charge labor and expenses to the benefiting project. Employee development activities such as internal project reviews, evaluations, meetings, and classroom training are considered Project chargeable expenses.
- 3.11. Provide acute toxicity testing required by the NPDES permit in the event that the Twin Falls effluent fails to meet the chronic toxicity requirements. Twin Falls shall also provide for the toxicity identification evaluation and subsequent toxicity reduction evaluation upon failure of the acute toxicity testing.
- 3.12. Perform Industrial Pretreatment Program services as described in Appendix D.

4. COMPENSATION

- 4.1. Twin Falls shall pay OMI as compensation for services performed under this Agreement a Base Fee, which shall be equal to the Direct Costs plus the

Management Fee and shall be mutually agreed to by the parties for the time period of October 1, 2014 through September 30, 2015 (the "Initial Term") by July 1, 2014. Subsequent year's Base Fee shall be determined as specified in Article 4.4.

- 4.2. The estimated Direct Cost for providing services during the time period of October 1, 2014 through September 30, 2015 shall be mutually agreed to by the parties by July 1, 2014. If the actual Direct Cost is less than the estimated Direct Cost for the contract year currently in effect then OMI will rebate Twin Falls One Hundred Percent (100%) of the difference between the actual and estimated Direct Costs plus the management fee associated with those costs.
- 4.3. OMI's Management Fee shall be equal to twenty percent (20%) of the actual Direct Cost.
- 4.4. Subsequent to the first year of this Agreement, the Base Fee and estimated Direct Cost will be proposed by June 1 of each year and negotiated by July 1 of each year. Should Twin Falls and OMI fail to agree, the Base Fee and the estimated Direct Cost will be determined by the application of the Base Fee Adjustment Formula shown in Appendix G.
- 4.5. If the actual Direct Cost is greater than the estimated Direct Cost for the Current Term, then Twin Falls will pay One Hundred Percent (100%) of the difference between the actual and estimated Direct Costs plus the management fee associated with those costs. OMI shall provide written notification to the City of Twin Falls when eighty percent (80%) of the estimated Direct Cost is expended.
- 4.6. In the event that a change in the scope of services provided by OMI occurs, Twin Falls and OMI will negotiate a commensurate adjustment in Base Fee.

5. PAYMENT OF COMPENSATION

- 5.1. Twin Falls shall pay OMI the Base Fee set forth in Article 4.1 as follows:
 - 5.1.1. A monthly Base Fee which shall be equal to one twelfth (1/12th) of the Base Fee. At the option of the parties, the final four (4) installments of this monthly fee in any one contract year may be adjusted to reflect any rebate issued under Article 4.2 or any amounts due under Article 4.5 of this Agreement.
 - 5.1.2. The monthly Base Fee shall be due and payable on the 1st of the month, for services provided in that month.

- 5.2. All other compensation to OMI is due upon receipt of OMI's invoice and payable on the tenth (10th) day of the month following receipt of OMI's invoice.
- 5.3. Any monies arising from Article 4.2 will be paid to Twin Falls within One Hundred Twenty (120) days after the end of each Agreement year.

6. INDEMNITY, LIABILITY AND INSURANCE

- 6.1. OMI hereby agrees to and shall hold Twin Falls harmless from any liability or damages for bodily injury, including death, which may arise from OMI's negligent operations under this Agreement, whether such negligent operation be by OMI or by subcontractor of OMI. Twin Falls agrees to and shall hold OMI harmless from any liability or damages for property damage or bodily injury, including death, which may arise from all causes of any kind other than OMI's negligence.
- 6.2. OMI shall be liable for those fines or civil penalties which may be imposed by a regulatory agency for violations of the effluent quality requirements in Article 2.2 that are a result of OMI's negligent operations. Twin Falls will assist OMI to contest any such fines in administrative proceedings and/or in court prior to any payment by OMI. OMI shall pay all costs of contesting any such fines.
- 6.3. OMI's liability to Twin Falls under this Agreement specifically excludes any and all indirect or consequential damages arising from the operation, maintenance, and management of Project only if a result of other than OMI's negligence.
- 6.4. Each party shall obtain and maintain insurance coverage of a type and in the amounts described in Appendix H. Each party shall name the other party as an additional insured on all insurance policies covering the Project and shall provide the other party with satisfactory proof of insurance.
- 6.5. It is understood and agreed that, in seeking the services of OMI under this Agreement, Twin Falls is requesting OMI to undertake uninsurable obligations for Twin Falls benefit, involving the presence or potential presence of hazardous substances. Therefore, Twin Falls agrees to hold harmless, indemnify, and defend OMI from and against any and all claims, losses, damages, liability, and costs including, but not limited to, costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of contaminants of any kind, excepting only that portion of any such liability as may arise out of the negligence of OMI in the

performance of services under this Agreement. The provisions of this Section 6.5 shall control over any conflicting provisions of this Agreement.

7. TERM AND TERMINATION, DEFAULT REMEDIES

- 7.1. The term of this Agreement shall be for ten (10) years commencing on October 1, 2014 and continuing through September 30, 2024. Thereafter, this Agreement shall be automatically renewed for successive terms of ten (10) years each unless either party gives written notice to the other party of its intent to not renew this Agreement, no less than one hundred twenty (120) days prior to expiration.
- 7.2. 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. In addition, Twin Falls or OMI may terminate this Agreement if regulatory agency fines or penalties imposed for violations of the effluent quality requirement in Article 2.2 exceed Two Hundred and Fifty Thousand Dollars (\$250,000) in any twelve (12) month period. In any case, OMI's liability for these fines shall not exceed a maximum aggregate of Two Hundred Fifty Thousand Dollars (\$250,000). Neither party shall terminate this Agreement without giving the other party sixty (60) days written notice of intent to terminate after failure of the other party to correct the Breach within thirty (30) days of the notice of breach. Notwithstanding the above, OMI will only be required to give Twin Falls fifteen (15) days written notice of termination for non-payment of OMI's invoice.
- 7.3. Upon notice of termination by Twin Falls, OMI will assist Twin Falls in resuming operation of the Project by:
 - 7.3.1. Turning over all operations and maintenance records to Twin Falls.
 - 7.3.2. Providing Twin Falls option to purchase all onsite computer hardware at their residual value based on original purchase price, amortized over five (5) years at fifteen percent (15%) interest per year. Twin Falls shall have full utilization of software licensed by OMI or CH2M HILL for ninety (90) days after termination in order to negotiate purchase of existing or replacement software. All data and maintenance records are the property of the City of Twin Falls.
 - 7.3.3. Providing, if requested by Twin Falls, thirty (30) days of onsite orientation for Twin Falls personnel by OMI's Project Manager. Twin Falls shall reimburse OMI for said orientation at Project Manager's actual salary times two (2), plus expenses.

- 7.3.4. OMI will provide Twin Falls at the date of termination the quantities of chemicals shown in Appendix I. Twin Falls will pay OMI for the cost of quantities in excess of the quantities shown in Appendix I. If additional costs are incurred by OMI at request of Twin Falls, Twin Falls will pay OMI such costs in accordance with Article 5.2.
- 7.4. OMI and Twin Falls may terminate this Agreement for no 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.
- 7.5. Upon termination of this Agreement for any reason, Twin Falls will have the right to hire any employee working for OMI at the Twin Falls facility, provided the employee desires to terminate his employment with OMI. OMI will cooperate with Twin Falls to enable Twin Falls to resume operations in an organized manner.

8. LABOR DISPUTES: FORCE MAJEURE

- 8.1. In the event activities by Twin Falls employee groups or unions cause a disruption in OMI's ability to perform at the Project, Twin Falls, with OMI's assistance or OMI, at its own option, may seek appropriate injunctive court orders. During any such disruption, OMI shall operate the facilities on a best-efforts basis until any such disruptions cease.
- 8.2. Neither party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult, or abnormally costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, strike, acts of God, or other occurrences, beyond its reasonable control. The party invoking this Force Majeure clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence, and shall take reasonable measures to mitigate any impact of Force Majeure.
- 8.3. In the case of Force Majeure events (including Acts of God), Owners agrees to pay any costs and expenses (including all overtime charges and additional equipment charges) in order to maintain the Wastewater Treatment Plants so that the effluent discharged from the plants meets current permit specifications.

Both parties indicate their approval of this Agreement by their signatures below.

OPERATIONS MANAGEMENT
INTERNATIONAL, INC.

CITY OF TWIN FALLS

Authorized signature:

Authorized signature:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix A

DEFINITIONS

- A.1 “Adequate Nutrients” means plant influent nitrogen, phosphorus, and iron contents proportional to BOD5 in the ratio of five (5) parts nitrogen, one (1) part phosphorus, and one half (0.5) part iron for each one hundred (100) parts BOD5.
- A.2 “Biologically Toxic Substances” means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of the Twin Falls NPDES permit. Biologically toxic substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- A.3 “Capital Expenditures” means any expenditures for (1) the purchase of new equipment or facility items that cost more than Two Thousand Dollars (\$2,000.00); or (2) major repairs which significantly extends equipment or facility service life and cost more than Two Thousand Dollars (\$2,000.00) or (3) expenditures that are planned, non-routine, and budgeted by Twin Falls.
- A.4 “Cost” means all Direct Cost and Indirect Cost determined on an accrual basis in accordance with generally accepted accounting principles.
- A.5 “Direct Cost” means the actual cost incurred for the direct benefit of the Project including, but not limited to, expenditures for direct labor, employee benefits, chemicals, laboratory supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships, and training supplies.
- A.6 “Electrical Cost” means the average monthly cost of Electrical energy and demand utilizing Idaho Power Company’s Rate Schedules as shown below.

Description	Municipal Facility	UASB Facility
Electrical Energy	704,188 kWh	107,303 kWh

Electrical Demand	1433 kW	189 kW
Rate Schedule	19 p	09s
Effective Date	June 1, 2013	June 1, 2013

- A.7 “Indirect Cost” means expenditures incurred by OMI for the indirect benefit of the Project.
- A.8 “Maintenance” means the cost of those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or OMI to maximize the service life of the equipment, sewer, vehicles, and facility.
- A.9 “Project” means all equipment, vehicles, grounds, and facilities described in Appendices B and F and where appropriate, the management, operations, and maintenance of such.
- A.10 “Repairs” means the cost of those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of the equipment, sewer, vehicle, or facility or some component thereof

Appendix B

LOCATION OF PROJECT

B.1 OMI agrees to provide the services necessary for the management, operation, and maintenance of the following:

- a. All equipment, vehicles, grounds, and facilities now existing within the present property boundaries of or being used to operate Twin Falls' Wastewater Treatment Plant located at:

350 Canyon Springs Road West
Twin Falls, Idaho
River Mile 608.5, Snake River

- b. All equipment, grounds, and facilities now existing within the present property boundaries of the UASB Wastewater Treatment and Odor Control Facility located at:

631 Oak Street
Twin Falls, Idaho

- c. All equipment, grounds, and facilities now existing within the present property boundaries of pump and monitoring stations described as follows:

Rock Creek Lift Station, 212 Morrison, Twin Falls, Idaho
Independent Meat: 994 Eastland Dr. South, Twin Falls, Idaho
Canyon View Pump Station, 2074 Bridgeview Blvd, Idaho
Kimberly Monitoring Station, 3350 E. 3800 N., Kimberly, Idaho
Hankins Pump Station, 3202 E. 3749 N., Twin Falls, Idaho
Bosero Pump Station, 1053 Borah Ave. W. , Twin Falls, Idaho
Rock Creek Trails Pump Station, 581 Creekside Way, Twin Falls, Idaho
Jayco Lift Station, Corner of Eldridge Ave and N 3200 E., Twin Falls, Idaho

- d. All equipment, grounds, and facilities involved with the Auger Falls water re-use project, located at Sections 19, 29 and 30 of Township 9 South, Range 17 East, B.M. and Sections 23 and 24 of Township 9 South, Range 16 East, B.M.

Appendix C

NPDES PERMIT AND PROJECT CHARACTERISTICS

- C.1 OMI will operate the Project so that effluent will meet the requirement of NPDES permit no. ID-002127-0 (copy attached). OMI shall be responsible for meeting the effluent quality requirements of the Twin Falls NPDES permit unless one or more of the following occurs; (1) the Project influent does not contain Adequate Nutrients to support operation of Project biological processes and/or contains Biologically Toxic Substances which cannot be removed by the existing process and facilities; (2) dischargers into Twin Falls sewer system violate any or all regulations as stated in the Water and Sewer Ordinance 2575 and, (3) the flow, influent BOD₅, and/or influent suspended solids exceeds the Project design parameters which are based on a peak month loading rate not to exceed 8.56 million gallons of flow per day, 37,220 pounds of BOD₅ per day, and 56,060 pounds of suspended solids per day. EXCEPTION: If the influent BOD₅ is less than 37,220 pounds per day then the sum of the influent BOD₅ and influent TSS pounds cannot exceed 93,280 pounds per day. C.1.(l) will not apply if Project records show that a violation was caused by operator error, lack of preventive maintenance and inadequate NPDES monitoring, and/or negligent operation. OMI will notify Twin Falls in a timely manner, if in OMI's judgment the treatment facilities are inadequate to treat projected waste loads. OMI will provide existing data to support OMI's opinion. OMI will be responsible for any fines resulting from effluent quality violations if OMI fails to notify Twin Falls in a timely manner of OMI's opinion that the facility cannot treat projected waste loads.
- C.2 OMI will be required to operate the UASB facility in accordance with manufacturers specifications unless one or more of the following occurs; (1) the UASB influent does not contain the adequate minimum temperature of 85 degrees, pH in the range of 6.8 to 7.8, or contains Biologically Toxic Substances which cannot be assimilated by the existing processes and facilities; (2) any discharger into the UASB facility violates the industrial waste discharge permit issued to them by the City of Twin Falls; (3) the flow, influent BOD₅, and/or suspended solids exceeds the UASB facility design parameters which are based on a peak week loading rate of 2.2 million gallons of flow per day, 32,500 pounds of BOD₅ per day, and 11,600 pounds of suspended solids per day.

- C.3 In the event any one of the Project influent characteristics, as identified in C.1 and C.2 exceeds the design characteristics stated above, OMI shall return the wastewater facility's effluent to the characteristics required by the NPDES permit and/or the UASB facility's process to manufacturers specifications in accordance with the following schedule after Project influent characteristics return to within design parameters.

Characteristics Exceeding <u>Design Parameters By</u>	Recovery Period 1. <u>Maximum</u>
10% or Less	5 days
Above 10% Less than 20%	10 days
20% and Above	30 days

Notwithstanding the above schedule if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then OMI will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

- C.4 OMI shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances, and the subsequent recovery period.
- C.5 The estimated costs for service under this Agreement are based upon the following annual average characteristics:

Parameter	Municipal Facility	UASB	Measurement
Flow	6.96	0.642	MGD
BOD ₅	25,741	7,475	lbs/day
TSS	15,349	1,238	lbs/day

An increase of 10 percent (10%) or more in any of these characteristics, based upon a 90 day average, will be evaluated to determine cost impact and, if necessary, an adjustment will be made by letter of agreement.

C.6 The industrial dischargers and their respective actual average flows, BOD₅, and SS loadings during the period August 2012 through July 2013 are identified below.

Industry	Flow, mgd	BOD ₅ , mg/L {lbs/day}	TSS, mg/L {lbs/day}
AP Gem Linen	0.111	134{145}	92{101}
Independent Meat	0.083	64{46}	66{47}
City of Kimberly	0.253	277{592}	297{637}
Longview Fibre	0.011	532{55}	95{10}
ConAgra D1	1.1295	1,094{11,130}	327{3,207}
ConAgra D2	0.642	1,187{7,475}	196{1,238}
Glanbia Inc.	0.541	502{2,251}	171{769}
Cummins Family Produce	0.021	135{27}	250{83}
Chobani (Chobani data only from Nov. 2012-July 2013)	0.3035	1,303{3,778}	336{1,121}

Appendix D

INDUSTRIAL PRETREATMENT PROGRAM

D.1 Industrial Pretreatment Program Scope of Services – OMI Shall:

- D.1.1 Evaluate the Program annually and advise Twin Falls of changes in Federal and State pretreatment standards that may effect the Program.
- D.1.2 Conduct a survey of the industrial user base once every 3 years, and annually update the list of Categorical and Significant Industrial Users (CIU or SIU) according to the definition contained in 40 CFR 403, or the definition contained in the approved Program. A technical evaluation of the need to revise local limits shall be performed at least once during the term of the new NPDES permit when issued. Local limits revision, if necessary, may be provided as an out of scope service.
- D.1.3 Evaluate new industrial dischargers, recommend conditions and/or limitations for the purpose of issuing an industrial waste discharge permit, and assist in the preparation of the approved permit for issuance by Twin Falls. Such permit will be issued within 180 days after the industry has been determined to be a CIU or SIU.
- D.1.4 Perform inspection, sampling, and laboratory testing services at the frequency established in 40 CFR 403, or the approved Program, whichever, is more stringent, for each permitted CIU or SIU to determine compliance with pretreatment standards and the approved Program. Ninety (90) days prior to their expiration date, evaluate and recommend conditions and/or limitations for the purpose of renewing permits for CIUs or SIUs, and assist in the preparation of the approved permit for issuance by Twin Falls.
- D.1.5 Maintain a data management system designed to track the status of the industrial user inventory, discharge characteristics, and compliance in accordance with 40 CFR 403.12(o). Retain all records relating to Program activities for a minimum of three years.
- D.1.6 Review reports submitted by industrial user, and provide information necessary for Twin Falls to issue notices of violation and other enforcement actions according to the approved enforcement response plan for any industry not in compliance with 40 CFR 403 or the approved Program. Enforcement actions by OMI are specifically excluded in this

scope of services.

D.1.7 Prepare for Twin Falls signature and submission to the appropriate regulatory agency, an annual report of Program activities.

D.2 Industrial Pretreatment Program Scope of Services – Twin Falls shall:

D.2.1 Issue and receive a completed wastewater discharge survey form prior to the issuance of any commercial or industrial building permit.

D.2.2 Issue and sign all CIU and SIU permits, notices of violations, and administer all appropriate enforcement actions.

D.2.3 Inform OMI of changes to existing business when Twin Falls becomes aware of such changes.

D.2.4 Submit all required reports to the appropriate regulatory agencies.

D.3 Categorical and Significant Industries discharging into the collection system and monitored under Pretreatment Ordinance No. 2575.

<u>SIU/Jurisdiction</u>	<u>Facility Address</u>	<u>Flow</u>	<u>pH</u>	<u>BOD</u>	<u>TSS</u>	<u>FOG</u>
Glanbia, Inc.	236 Washington St. S.	Cont.	Cont.	Daily	Daily	3/mth
Lamb Weston	856 Russet	Cont.	Cont.	Daily	Daily	3/quarter
Independent Meat Co.	2972 Orchard Dr. E.	Cont.	3/wk	Daily	Daily	1/6 months
Gem Linen	403 Main Ave. W.	Cont.	Daily	Daily	Daily	3/mth
Longview Fibre Co.	348 South Park Ave.	Cont.	Daily	Daily	Daily	2/6 months
Cummins	2570 Eldridge Ave.	Cont	3/wk	3/wk	3/wk	
Chobani			Cont	3/wk	Daily	Daily
City of Kimberly			←-----1 wk/mth -----→			

Notes:

NA = not applicable, not required / Specified in permit

Appendix E

DIRECT COST

<u>Item</u>	<u>Month</u>	<u>PTD</u>
Direct Labor	\$ _____	\$ _____
Standby Pay	\$ _____	\$ _____
Overtime	\$ _____	\$ _____
Incentive Bonuses	\$ _____	\$ _____
Benefits	\$ _____	\$ _____
Chemicals	\$ _____	\$ _____
Electric	\$ _____	\$ _____
Postage	\$ _____	\$ _____
Computer Expense	\$ _____	\$ _____
Natural Gas	\$ _____	\$ _____
Auto Lease	\$ _____	\$ _____
Uniforms	\$ _____	\$ _____
Repair Costs	\$ _____	\$ _____
Fuel	\$ _____	\$ _____
Equipment Rental	\$ _____	\$ _____
Outside Services	\$ _____	\$ _____
Books and Publications	\$ _____	\$ _____
Telephone	\$ _____	\$ _____
Vehicle Maintenance	\$ _____	\$ _____
Travel	\$ _____	\$ _____
Auto Mileage	\$ _____	\$ _____
Training	\$ _____	\$ _____
Office Supplies	\$ _____	\$ _____
Maintenance Supplies	\$ _____	\$ _____
Lab Supplies	\$ _____	\$ _____
Tools	\$ _____	\$ _____
Relocation	\$ _____	\$ _____
Miscellaneous	\$ _____	\$ _____
Total Direct Cost	\$ _____	\$ _____

Appendix F
VEHICLE DESCRIPTION

CC#	Item	Description	I.D. Number
6215	Massy Ferguson	MF40 gas wheel tractor w/manual loader w/blade	9A78056
8615	2007 International	Sludge Truck #22 7600 6x4 Rated GVW 64,000 lbs	1HTWYAHT97J552742
8614	2007 Sterling	Sludge Truck #20 LT9500 Rated GVW 64,000 lbs	2FZHAZDE97AY19049
9181	1995 International	Sludge Truck #3 2574 6x4 Rated GVW 64,000 lbs	1HTGGAUT7SH650374
9764	1999 International	Sludge Truck #4 2674 6x4 Rated GVW 64,000 lbs	1HTGLAHT9XH210881
9474	1990 International	11 CY Dump Truck 8200 6x4 City unit #8606	1HSHGACR7LH274453
8610	1992 Ford	5 CY Dump Truck L-9000	1FTYS95L9PVA02413
8607	1998 Chevrolet	3/4 Ton Utility Truck 4x4 2500	1GBGK24RWZ271403
8611	1988 Toyota	1/2 Ton Pick up Silver	JT4RN5OA8J5178161
8612	1987 Toyota	1/2 Ton Pick up Red	JT4RN50R4H0224923
8613	1997 Hyster	Hyster H80xl	G005D10417U
8600	1969 Dodge	Boom Truck (Unusable) D700	7786006733
	2007 John Deere	Utility Vehicle	4T22002880224
	2003 International	Boom Truck	1HTMLAFM63H594773
	2011 Ford	F-350 Utility Truck	1FTRF3869BEB47030
	2003 International	Boom Truck	1HTMLAFM63H594773

Appendix G

BASE FEE ADJUSTMENT FORMULA

$$ABF = BF \times AF$$

Where:

BF = Base Fee specified in Section 4.1

ABF = Adjusted Base Fee

AF = Adjustment Factor as determined by the formula:

$$AF = [((ECI).50) + ((CPI).50)] + 1$$

ECI = The twelve month percent change (from the first quarter of the prior year to the first quarter in the current year) in the Employment Cost Index for Total Compensation for Civilian Workers, Not Seasonally Adjusted as published by U. S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CIU1010000000000A.

CPI= The twelve month percent change (from May of the prior year to May of the current year) in the Consumer Price Index for the West Urban, Energy, CUUR0400SA0E.

Appendix H

INSURANCE COVERAGE

OMI shall maintain:

1. Statutory workmen's compensation for all of OMI's employees at the Project as required by the State of Idaho.
2. Comprehensive general liability insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits for bodily injury and/or property damage.
3. Automobile liability insurance for all vehicles owned by Twin Falls and operated by OMI under this Agreement.

Twin Falls shall maintain:

1. Property damage insurance for all property owned by Twin Falls and operated by OMI under this Agreement. Any property including vehicles not properly or fully insured shall be the financial responsibility of Twin Falls if not due to OMI's negligence.
2. Automobile liability insurance for all Owner owned vehicles including any rented or leased vehicles.

Appendix I

INVENTORY OF CHEMICALS

Sodium Hypochlorite	650 lbs.
Liquid Caustic (50%)	1,800 gals.
Ferrous Chloride (38%)	3,100 gals.
Cobalt	75 lbs.
Nickel Chloride	30 gals.
Copper	50 lbs.
Molybdenum	10 lbs.
Polymer	4,500 lbs.



Date: June 2, 2014, City Council Meeting

To: Honorable Mayor and City Council

From: Jon Caton, Public Works Director

Request:

Present Council with an update on this year's Road Show and Zone Maintenance Projects

Time:

The staff presentation will take approximately 15 minutes and then will allow time for questions.

Background:

This year, Public Works will be replacing utilities in Zone 2 and seal coating. Zone 2 is essentially the part of town south of S. Park Avenue and the Eastern Idaho Railroad. Manhole replacement is being performed in Zone 1, following up last season's seal coat. Major maintenance and reconstruction projects outside of zone 2 are the reconstruction of the intersection of Eastland & Orchard and also Orchard Avenue West.

History: NA

Budget Impact:

All expenditures are planned and part of the 2013-14 budget. Sealcoat \$880,000; Watermain Replacement \$360,000; Sewer Main Replacement \$350,000; Manhole Rehabilitation \$20,000.

Regulatory Impact: NA

Conclusion:

This is an update for Council's and does not necessarily require action or decision.

Attachments: NA



Date: Monday, June 2, 2014
To: Honorable Mayor and City Council
From: Jacqueline D. Fields, PE, City Engineer

Request:

Consideration of a request to award the 2014 Chip Seal Project to Emery, Inc. in the amount of \$522,999.81.

Time Estimate:

Approximately 5 minutes.

Background:

On May 22, 2014, bids were opened for the 2014 Chip Seal Project. Two bids were received and the low bidder was Emery, Inc., of Filer, ID, in the amount of \$522,999.81.

Budget Impact:

The bid is \$522,999.81 and the budget is \$880,000.00. The remaining \$357,000.19 will be used for fog sealing, crack sealing, purchasing tabs to preserve locations of existing pavement markings, purchasing new thermoplastic pavement markings and towing costs during these projects.

Regulatory Impact:

N/A

Conclusion:

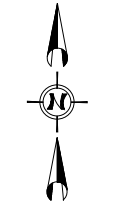
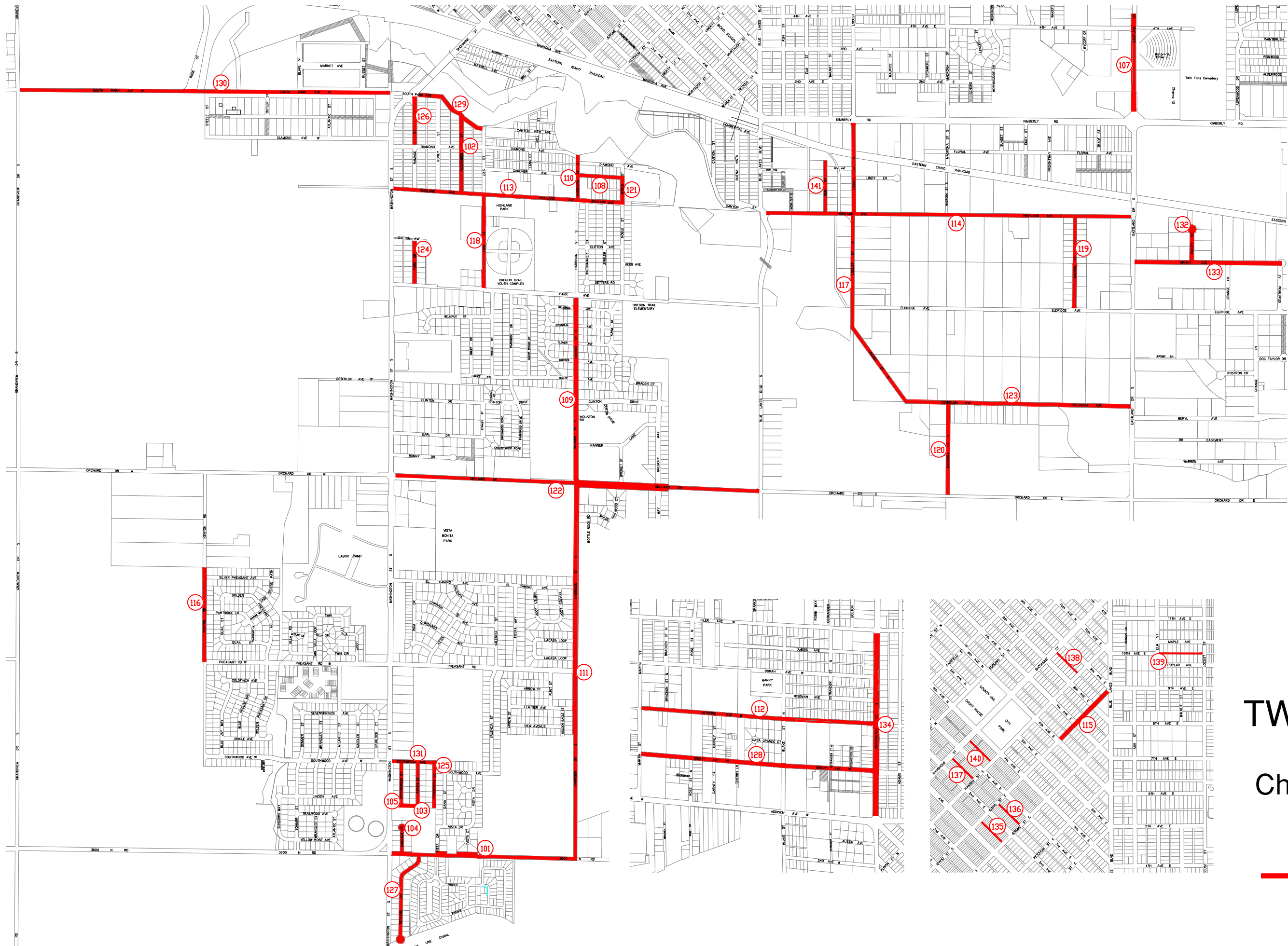
Staff recommends that the City Council authorize the Mayor to sign the contract for 2014 Chip Seal Project with Emery, Inc. in the amount of \$522,999.81.

Attachments:

1. Bid Summary
2. 2014 Seal Coat Map

BID SUMMARY
CITY OF TWIN FALLS
ENGINEERING DEPARTMENT

PROJECT: 2014 Chip Seal Project Bid Open Date: May 22, 2014				Emery, Inc. 21357 Hwy 30 Filer, ID 83328		Snake River Construction, Inc. P.O. Box 383 Twin Falls, ID 83303			
Item No.	BID ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
1	CRS-2R Emulsion	455	TON	\$561.80	\$255,619.00	\$510.00	\$232,050.00		\$0.00
2	1/2" Chip	4406	TON	\$14.44	\$63,622.64	\$15.00	\$66,090.00		\$0.00
3	Seal Coat In Place	264,621.00	SY	\$0.77	\$203,758.17	\$0.96	\$254,036.16		\$0.00
				Total	\$522,999.81	Total	\$552,176.16	Total	\$0.00



Not To Scale



CITY OF TWIN FALLS

2014 Chip Seal Map Zone 2

Chip Seal Locations



Date: Monday, June 2, 2014
To: Honorable Mayor and City Council
From: Mitchel Humble, Community Development Director

Request:

Consider and act on a request to adopt an ordinance amending City Code Title 4 updating the City's adoption of building, plumbing, and mechanical codes.

Time Estimate:

The staff presentation will take approximately 10 minutes. We expect additional time will be needed to discuss and answer questions.

Background:

It has been several years since the City last reviewed our adoption of the various building related codes. Building Department staff recently reviewed City Code, Title 4 to determine if the Title was still in compliance with State requirements that periodically change. We found that we do in fact have several regulations in Title 4 that need to be updated to stay current with the State's adoption of the same codes. We have prepared an ordinance that makes the various changes that are needed. Each change is discussed below.

1. 4-1-1, second paragraph: previously, the State had not adopted the International Existing Building Code (IEBC). Therefore, City Code also excluded that Code from being adopted. The State has now adopted the IEBC and also allows City's to adopt it. We feel that the IEBC provides much greater flexibility when older existing buildings are being remodeled than the International Building Code (IBC) does. Goal PC1 in the Strategic Plan is to revitalize the downtown. Adopting the IEBC will give Building Department staff more tools to help with the revitalization. Therefore, the first change is to strike the IEBC from being excluded by the City.
2. 4-1-1, third paragraph: This line in the Code adopts some appendices to the International Residential Code (IRC). The proposed change is to add Appendix G to the adopted appendices. Appendix G deals with regulation of swimming pools. The City does not currently have any code section adopted to deal with the installation of swimming pools. The State has adopted IRC Appendix G as the acceptable regulation for swimming pools. This change will implement the swimming pool regulation supported by the State.
3. 4-1-1, fifth paragraph: This is an additional line that, if approved, will actually adopt the IEBC. The change in number 1 above was to no longer exclude the IEBC from being adopted. This change includes the IEBC as an adopted Code in Twin Falls.
4. 4-1-2, second paragraph: The State used to exempt tri-plex and four-plex residential buildings from installing fire sprinklers. They no longer do. Any residential building with more than two units now requires fire sprinklers. This paragraph is being struck to comply with State regulations.
5. 4-1-2, fifth paragraph: This paragraph struck a reference to the IEBC because we formerly did not adopt the IEBC. Since this proposal includes adoption of the IEBC, the reference to it in the IRC needs to remain.
6. 4-1-2, seventh paragraph: The IRC contains an exception that residential accessory buildings (like sheds) that are less than 200 square feet in area are not required to obtain a building permit. City Code has established that exception at 120 square feet. We are proposing to strike the exception for 120 square feet from City Code, allowing the IRC exception at 200 square feet to be the applicable regulation.
7. 4-3-1, first paragraph: The State has now adopted its own "Idaho Plumbing Code." City Code still refers to the adopted plumbing code as the "Uniform Plumbing Code." We need to correct the reference to comply with State regulation.
8. 4-5-1, first paragraph: the International Code Council (ICC) release new codes every three years. City Code 4-5-1 refers to the 2003 International Mechanical Code (IMC), International Fuel Gas Code (IFGC), and the IRC. The 2003 version was the one in place when the City took over mechanical code enforcement in January 2007. Since then, the State has adopted the 2006, 2009, and 2012 versions of the plan. We are proposing to strike the year reference in the plan to eliminate the potential for confusion regarding which

version we enforce. The City has, and will continue to enforce the most recent version as adopted by the State.

9. 4-5-1(A), fourth paragraph: This paragraph was adopted by the City before the City issued mechanical permits. It deals with the installation of mechanical appliances and their venting. It is an outdated reference that is no longer necessary due to the current regulations within the IMC and IFGC. We are proposing to strike it.
10. 4-5-1(A), fifth and sixth paragraphs: These two paragraphs used to be necessary to establish who the "Code Official" is for the IMC and the IFGC. With the current versions of the IMC and IFGC, this designation is no longer necessary. We are proposing to remove these two paragraphs.

Staff reviewed these proposed changes with the Building Inspections Department Advisory Committee at their April 24, 2014 meeting. The Committee recommends that the Council adopt the proposed amendments as presented.

Approval Process:

Should the Council elect to adopt the ordinance at this meeting, a motion will be necessary to suspend the rules and place the ordinance on third and final reading by title only. That motion requires a supermajority vote to approve. Once on third and final reading, a simple majority vote of the Council is necessary to adopt the ordinance.

Budget Impact:

There is no significant budget impact associated with approval of this request.

Regulatory Impact:

Approval of this request will amend the City Code by updating the City's adoption of the building, plumbing, and mechanical codes as described above. Upon approval, the City's adopted building, plumbing, and mechanical codes will be in compliance with the State of Idaho adoptions of the same.

Conclusion:

The Building Inspection Department Advisory Committee recommends that the Council adopt the attached ordinance as presented. Staff concurs with the Committee's recommendation.

Attachments:

Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING TWIN FALLS CITY CODE §§4-1-1, 4-1-2, 4-3-1, AND 4-5-1, BY UPDATING THE CITY'S ADOPTION OF BUILDING, PLUMBING AND MECHANICAL CODES.

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

Section 1: That Twin Falls City Code §4-1-1 is amended as follows:

“4-1-1: ADOPTION OF CODES:

The latest editions of the following documents are adopted as the official building codes of the city:

International building code, including all rules promulgated by the Idaho building code board to provide equivalency with the provisions of the Americans with disabilities act accessibility guidelines and the federal fair housing act accessibility guidelines, but excluding all appendices except as referred to by rules promulgated by the Idaho building code board to provide equivalency with accessibility codes, and excluding all references to the international electrical code, international plumbing code, ~~international existing building code~~ and international property maintenance code.

International residential code, parts I-VI and part IX, and including appendices A, B and G ~~and B~~.

International energy conservation code.

International existing building code.

International existing building code.

Uniform code for the abatement of dangerous buildings.”

Section 2: That Twin Falls City Code §4-1-2 is amended as follows:

“4-1-2: AMENDMENTS:

The following amendments shall be applicable to the codes adopted:

~~Section 903.2.7 of the international building code is amended by adding the paragraph:~~
~~"Exception: automatic sprinkler systems are not required in 3- or 4-unit group R buildings".~~

Table 1607.1 of the international building code is amended to require a minimum uniform live load of 40 psf in item ~~27~~ 25 for habitable attics and sleeping rooms.

Section 1608 of the international building code is amended to include that the minimum uniformly distributed roof design snow load shall be 25 psf. The live load of 10 psf in uninhabitable attics without storage of residential buildings need not be simultaneously applied with this minimum roof snow load.

~~Section R101.2 of the international residential code is amended to delete: "Exception: Existing buildings undergoing repair, alteration or additions, and change of occupancy shall be permitted to comply with the international existing building code."~~

Section R102.7 of the international residential code is amended to delete the words "the international property maintenance code or".

Section R105.2, of the international residential code, ~~item 1 under building is amended to read: "One-story detached accessory structures, provided the floor area does not exceed 120 square feet.";~~ delete the entire paragraph titled "Electrical"; and delete the last two paragraphs beginning with "The stopping of leaks..." and "The clearing of stoppages..." in their entirety.

Section R301.2.3 of the international residential code is amended to include that the minimum uniformly distributed roof design snow load shall be 25 psf. The live load of 10 psf in uninhabitable attics without storage need not be simultaneously applied with this minimum roof snow load.

Table R301.5 of the international residential code is amended to require a minimum uniformly distributed live load in sleeping rooms of 40 psf.

Section R403.1.1 of the international residential code is amended to add the subsection R403.1.1.1, "Foundations With Stemwalls. Foundations with stemwalls shall be provided with a minimum of one no. 4 bar at the top of the wall and one no. 4 bar at the bottom of the footing. Where a construction joint is created between a concrete footing and stem wall, a minimum of one no. 4 bar shall be provided at not more than 6 feet on center. The vertical bar shall extend to 3 inches clear of the bottom of the footing and extend a minimum of 14 inches into the stem wall."

Table R404.1.1(2) of the international residential code is amended as follows: Add footnote reference "f" after the word concrete in the title. Add footnote "f. One no. 4 bar horizontal reinforcement is required at 4 feet on center, with the top bar to be placed 3" to 6" below the top of the wall. One no. 4 bar is required horizontally and vertically around formed openings, extending 2 feet beyond the opening. One no. 4 bar shall be placed diagonally at corners of openings subject to cracking".

Section 3: That Twin Falls City Code §4-3-1 is amended as follows:

“4-3-1: ADOPTION OF CODE:

The ~~Idaho uniform~~ plumbing code ~~published by the International Association of Plumbing and Mechanical Officials~~, and as it shall be amended, revised, compiled and published from time to time and as such amendments or revisions shall be adopted by the Idaho plumbing board, is hereby adopted as the official plumbing code for the city of Twin Falls.”

Section 4: That Twin Falls City Code §4-5-1 is amended as follows:

“4-5-1: ADOPTION OF CODE:

The ~~2003~~ international mechanical code as published by the International Code Council, the ~~2003~~ international fuel gas code as published by the International Code Council, and parts V and VI of the ~~2003~~ international residential code as published by the International Code

Council, applicable to the industry and amendments as adopted by the Idaho heating, ventilation and air conditioning board, and as they shall be amended, revised, compiled and published from time to time and as such amendments or revisions shall be adopted by the Idaho heating, ventilation and air conditioning board, is hereby adopted as the official mechanical code for the city of Twin Falls.

(A) The following amendments shall be applicable to the codes adopted:

Section M1801.1 of the international residential code is amended to delete the words "except appliances listed and labeled for unvented use."

~~Section M1804.2.5 of the international residential code, direct vent terminations, is replaced as follows: "The vent termination of a direct vent appliance shall be located not less than 5' from any opening through which flue gasses may enter the building, or in accordance with the manufacturer's installation instructions, whichever is more strict."~~

~~Section 103.2 of the international mechanical code shall be amended to read: "Appointment. The code official shall be appointed by the chief appointing authority of the jurisdiction."~~

~~Section 103.2 of the international fuel gas code shall be amended to read: "Appointment. The code official shall be appointed by the chief appointing authority of the jurisdiction."~~

PASSED BY THE CITY COUNCIL, _____, 2014.

SIGNED BY THE MAYOR _____, 2014.

MAYOR

ATTEST:

DEPUTY CITY CLERK



Date: Monday, June 2, 2014
To: Honorable Mayor and City Council
From: Mitchel Humble, Community Development Director

Request:

Consider and act on a request to adopt a resolution establishing a minimum crawl space depth.

Time Estimate:

The staff presentation will take approximately 5 minutes. We expect additional time will be needed to discuss and answer questions.

Background:

Many buildings in our area are constructed with footings and foundation walls rather than with a slab on grade. What that means is that short concrete foundation walls are placed in load bearing locations underneath a building. Floor joists are then placed on top of the foundation walls spanning over the ground lying between the foundation walls. The floor of the building is then constructed on these floor joists. In this type of construction, the space between the bottom of the floor joists and the ground beneath the building is referred to as the crawl space. Building codes regulate many facets of this construction such as joist spacing, joist span, joist materials, or access to the crawl space. For example, if the floor joists are within a specific distance from the ground, then the joists have to be made from treated lumber to prevent their rotting due to moisture from the ground. Building codes also specify that access has to be provided from the building to a crawl space and that access has to be a minimum size.

One aspect of the construction that is not regulated by building codes is the minimum depth of a crawl space. This lack of regulation can be problematic at times. In most buildings, the crawl space is used for ducts, pipes, clean-outs, and even some appliances. A mechanical sub-contractor who is asked to hang duct work in a crawl space can have a very difficult job ahead of him when the crawl space is only 24 inches high. Also, the inspector that needs to get in there and inspect the installation is getting into a very tight space. Staff feels that a minimum crawl space depth of 30 inches is adequate to provide enough space for contractors, inspectors, maintenance workers, and homeowners to maneuver within.

As mentioned above, the building codes do not actually regulate crawl space depth. When we first approached this issue with the Building Inspections Department Advisory Board, we presented it as a potential Code amendment. The Board reviewed and agreed with the staff that the change was needed. After the meeting, staff reviewed the issue again with the City Attorney. We decided that since there is not a building code requirement that a crawl space be any specific depth, this change is not really a code amendment. Rather, it would be better to approach this change as a local policy than as a code amendment. Therefore, we have prepared the attached resolution stating that in Twin Falls, crawl spaces need to have a 30 inch minimum depth.

Staff reviewed the proposed regulation with the Building Inspections Department Advisory Committee at their January 9, 2014 and April 24, 2014 meetings. The Committee recommends that the Council adopt the attached resolution as presented.

Approval Process:

A simple majority vote of the Council is necessary to adopt the resolution.

Budget Impact:

There is no significant budget impact associated with approval of this request.

Regulatory Impact:

Approval of this request will establish a minimum crawl space depth of 30 inches when a crawl space is installed.

Conclusion:

The Building Inspection Department Advisory Committee recommends that the Council adopt the attached resolution as presented. Staff concurs with the Committee's recommendation.

Attachments:

Proposed Resolution No. ____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, REQUIRING A MINIMUM 30" CRAWLSPACE DEPTH IN ORDER TO ALLOW SUFFICIENT WORKING SPACE FOR SUBCONTRACTORS AND INSPECTORS.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TWIN FALLS, IDAHO:

Crawl space access depth from bottom of floor joists to crawl space floor shall be a minimum of 30 inches. If floor joists are hung on a 24 inch foundation wall, the crawl space shall be over dug in the crawl area, lowering the interior footings to increase crawl access a minimum of 30 inches. Surrounding exterior footings shall have adequate soil along the interior to eliminate soil erosion within the crawl area. From the interior face of the building's exterior footing, an area of undisturbed soil with the minimum 24 inch & a maximum of 36 inch dimensions extending horizontally before sloping to the depth of the over dig shall be provided. In the event that a crawlspace over dig exceeds the 30 inch required depth, the distance from the exterior footings to the bottom of the over dig must maintain the required slope as per the requirements in the International Residential Code for footings on or adjacent to slopes. The minimum 24 inch frost depth along the exterior of the foundation shall be maintained.

PASSED BY THE CITY COUNCIL
SIGNED BY THE MAYOR

, 2014.
, 2014.

MAYOR

ATTEST:

DEPUTY CITY CLERK



DATE: MONDAY, June 2, 2014

To: Honorable Mayor and City Council

From: Don Hall, Mayor
Melinda Anderson, Economic Development Director

Request:

Consideration of a request for the Mayor to appoint Chris Talkington as a member of the Twin Falls Urban Renewal Agency Downtown RFQ Response Evaluation subcommittee.

Time Estimate:

3 minutes.

Background:

In its work to continue with downtown revitalization, TFURA has created a subcommittee to evaluate responses to a Request for Qualifications for design and facilitation expert assistance.

TFURA board approved sending out RFQs to help with design and public visioning facilitation of 5 blocks of Main Avenue (including alleys and intersecting streets) – Fairfield to Jerome Streets. These 5 blocks lie within RAA 4-1 which means TFURA can use TIF funds to help with above-ground amenities in this specific area.

At its May board meeting, Cindy Bond, Chair, appointed 3 board members to this group – Leon Smith, Perri Gardner, and Sarah Taylor. Staff will include Melinda Anderson and Mitch Humble. As chair of the subcommittee, Leon Smith requested the Mayor appoint one City Council member to this subcommittee.

The RFQ responses were received this past Friday, May 30 and we hope to have the first meeting on June 5th. The number of meetings will be decided when the subcommittee decides specifically how it wishes to rank the responses.

Process:

Approval requires a simple majority vote of the City Council members present.

Budget Impact: None

Regulatory Impact: None

Conclusion:

The Twin Falls Urban Renewal Agency requests that the Council approve the request.

Attachments: None



June 2, 2014 City Council Meeting

To: Honorable Mayor and City Council

From: Carleen Herring, Region IV Development Association

Request:

Sign and Submit Resolution - Authorizing the Mayor to sign/submit the application materials for an Idaho Community Development Block Grant (ICDBG) to partially finance infrastructure development for Clif Bar's new baking facility.

Time:

Roughly 15 minutes

Background:

The City of Twin Falls is eligible to apply for Idaho Community Development Block Grant funds to partially finance the range of infrastructure improvements that Clif Bar requires to begin construction of their new baking facility on the east side of the community. This initial application will provide assistance to build a lift-station providing wastewater capacity for the new plant.

History:

During the recruitment of Clif Bar, staff from the Idaho Department of Commerce participated in the negotiations and indicated that should the City be successful in receiving a commitment from Clif Bar to locate in Twin Falls then the City would be eligible to apply for two Idaho Community Development Block Grants to support the construction of critical infrastructure. This application is the second of two requesting financial support from the State's small cities' program.

Budget Impact:

This application for funding from the ICDBG program does require matching funds. It is anticipated the Twin Falls Urban Renewal Agency will provide all the necessary match for this project.

Regulatory Impact:

None – although the ICDBG funds do come with federal strings attached, the City of Twin Falls has implemented the majority of the requirements during the completion of previous ICDBG funded projects in the community.

Conclusion:

Recommendation is to adopt the resolution authorizing the Mayor to sign and submit the ICDBG application materials.

Attachments: Resolution; Program Overview

RESOLUTION # _____

**CITY OF TWIN FALLS
SIGN AND SUBMIT AUTHORIZATION**

A RESOLUTION OF THE COUNCIL, CITY OF TWIN FALLS, IDAHO, AUTHORIZING THE MAYOR TO SIGN AND SUBMIT AN APPLICATION FOR AN IDAHO COMMUNITY DEVELOPMENT BLOCK GRANT TO PARTIALLY FINANCE THE CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS.

WHEREAS, the City of Twin Falls understands the economic value of supporting business development in the community; and

WHEREAS, the City Council has determined it is in the best interest of the community to assist Clif Bar expand its operation to Twin Falls; and

WHEREAS, Clif Bar has committed to constructing a new baking facility in the community, but requires access to adequate wastewater capacity; and

WHEREAS, the City of Twin Falls is seeking the financial assistance of the Idaho Department of Commerce through the Idaho Community Development Block Grant program to help finance a portion of these public improvements.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL FOR THE CITY OF TWIN FALLS, IDAHO, that the Mayor is hereby authorized to sign and submit appropriate application materials to the Idaho Department of Commerce for funds to assist the City with the construction of the infrastructure improvements that will support job creation and private sector investment.

Adopted this 2nd day of June, 2014

Don Hall, Mayor

Attest: _____
Leila Sanchez, Deputy City Clerk

Economic Development Grants - Idaho Community Development Block Grant

Infrastructure to support job creation – eligible projects

- a. Projects designed to construct or expand public infrastructure, such as water, wastewater, streets, power, railroads, or other infrastructure systems that are necessary for a specific business development or expansion.
- b. Projects designed to construct or expand publicly regulated utilities such as natural gas, electrical systems or telecommunications that are necessary for a specific business development or expansion.

Economic Development - Job Creation projects combine eligible activities to stimulate private investment and expand economic opportunities, especially to low-and-moderate-income persons. Business expansion projects generally address the HUD low-and-moderate-income national objective by resulting in permanent job creation. At least 51 percent of the newly created jobs will then be held by low-and-moderate-income persons. Family income must be certified by the employee at the time of hire in a confidential income survey or be documented through an Idaho Department of Commerce-approved screening referral agency. Job creation from economic development projects must occur within two years from the completion of the public infrastructure project.

Idaho Community Development Block Grants (CDBG) are available to cities and counties and generally do not exceed \$500,000 of grant funds.

Strings attached:

- Environmental Protection
- Fair Housing
- Anti-Displacement and Relocation Assistance
- Handicapped Accessibility
- Limited English Proficiency Language Access Plan