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

AGENDA

Meeting of the Twin Falls City Council

Monday, May 11, 2015 – 5:00 P.M.

City Council Chambers - 305 3rd Avenue East -Twin Falls, Idaho

PLEDGE OF ALLEGIANCE TO THE FLAG

CONFIRMATION OF QUORUM

CONSIDERATION OF THE AMENDMENTS TO THE AGENDA

PROCLAMATIONS: Peace Officers Memorial Day and Police Week, 2015
Request made by Josh Hayes, President of the F.O.P., Twin Falls Police Department

GENERAL PUBLIC INPUT		
AGENDA ITEMS		
I. CONSENT CALENDAR:	Purpose:	By:
1. Consideration of a request to approve the Accounts Payable for May 5-11, 2015.	Action	Sharon Bryan
2. Consideration of a request to approve the Findings of Fact, Conclusions of Law, and Decision for the vacation of Westpark Phase II.	Action	Rene'e V. Carraway-Johnson
3. Consideration of a request to approve Snake Harley-Davidson's "Memorial Day Kick Off" concert to be held at 2404 Addison Avenue East on Thursday, May 21, 2015.	Action	Dennis Pullin
4. Consideration of a request to approve Snake Harley-Davidson's "Highway 30 Music Fest" concert to be held at 2404 Addison Avenue East on Thursday, June 25, 2015.	Acton	Dennis Pullin
II. ITEMS FOR CONSIDERATION:	Purpose:	By:
1. Consideration of a request to authorize the Mayor to sign a Funding Agreement between the City of Twin Falls and Idaho Transportation Department.	Action	Mandi Thompson
2. Discussion on the Municipal Powers Outsource Grants (MPOG) process.	Discussion	Mandi Thompson
3. Consideration of a request to approve the renewal of the PSI Sanitation Contract.	Action	Bill Baxter
4. Presentation of an update on the Main Avenue Redesign progress with a focus on Main Avenue parking configurations by Otak.	Presentation	Melinda Anderson Mandi Roberts/Otak
5. Consideration of a request to reconstruct the Wills Booster Station.	Action	Jacqueline Fields
6. Consideration of a request to approve a contract with Logan Simpson Design, Inc. to develop a Comprehensive Plan Update.	Action	Mitchel Humble
7. A general discussion about the City Council's FY 2016 budget priorities and philosophies followed by citizen input.	Discussion	Travis Rothweiler
8. 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:		

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.

Offices of
Twin Falls County and the City of Twin Falls

Proclamation

Peace Officers Memorial Day and Police Week, 2015

A PROCLAMATION by the County and City of Twin Falls Idaho, declaring Sunday, May 10 through Saturday, May 16, as Police Week and Friday, May 15, 2015, as Peace Officers Memorial Day.

WHEREAS, the Congress and President of the United States have designated the week in which May 15 falls as National Police Week; and

WHEREAS, the members of the law enforcement agencies of the County and City of Twin Falls play an essential role in safeguarding the rights and freedoms of the residents of the County and City of Twin Falls; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement agency and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the law enforcement agencies of the County and the City of Twin Falls unceasingly provide a vital public service;

Now, therefore, we, the County Commissioners and City Council, call upon all citizens of the County and City of Twin Falls and upon all patriotic, civic and educational organizations to observe the week of May 10 through May 16, 2015, as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

Furthermore, I call upon all citizens of the County and City of Twin Falls to observe May 15, 2015, as Peace Officers Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their communities or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

In witness whereof we have hereunto set our hand and caused this seal to be affixed.

______________________________	______________________________
Twin Falls County	City of Twin Falls

Dated: May 11, 2015

BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:

	)	
	)	FINDINGS OF FACT,
Vacation Application,	)	
	)	CONCLUSIONS OF LAW,
Westpark Phase II	)	
c/o EHM, Engineers, Inc.-Martens	)	AND DECISION
Applicant(s)	)	

This matter having come before the City Council of the City of Twin Falls, Idaho on April 27, 2015 for public hearing pursuant to public notice as required by law for Vacation of a portion of a platted utility, vehicle access and drainage easement on property located at 1777 and 1821 Canyon Crest Drive and the City Council of the City of Twin Falls having heard testimony from interested parties and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for Vacation of a portion of a platted utility, vehicle access and drainage easement on property located at 1777 and 1821 Canyon Crest Drive

2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: March 12, 2015 & April 9, 2015

3. The property in question is zoned C-1 PUD pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Commercial Retail in the duly adopted Comprehensive Plan of the City of Twin Falls.

4. The existing neighboring land uses in the immediate area of this property are: to the north, Undeveloped Commercial Property; to the south, Commercial Property; to the east, Commercial Property/Canyon Crest Drive to the west, Undeveloped Commercial Property

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

CONCLUSIONS OF LAW

1. The application for Vacation of a portion of a platted utility, vehicle access and drainage easement on property located at 1777 and 1821 Canyon Crest Drive is consistent with the purpose of the C-1 PUD Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-16-1 & 2, Twin Falls City Code.

3. The proposed use is proper use in the C-1 PUD Zone, subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

4. The application for Vacation of a portion of a platted utility, vehicle access and drainage easement on property located at 1777 and 1821 Canyon Crest Drive should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls.

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

DECISION

1. The application Vacation of a portion of a platted utility, vehicle access and drainage easement on property located at 1777 and 1821 Canyon Crest Drive is hereby granted.

2. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

Exhibit No. A

1. Subject to all applicable utility letters being submitted to the city prior to publication of the vacation ordinance.
2. Subject to all conditions of approval by the applicable utility companies being met prior to publication of the vacation ordinance.

APPLICATION #: 2715

Date:	Monday, May 11, 2015, Council Meeting
To:	Honorable Mayor and City Council
From:	Staff Sergeant Dennis Pullin, Twin Falls Police Department

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Request:

Consideration of a request by Snake Harley-Davidson to approve the ninth season of their outdoor customer appreciation "Memorial Day Kick Off" concert at their facility, located at 2404 Addison Avenue East, on May 21, 2015, from 6:00 p.m. to 9:00 p.m.

Time Estimate:

This is an event that has been presented and overseen very successfully over the past eight years; therefore, we are requesting that this item be placed on the Consent Calendar.

Background:

This is the ninth year that Snake Harley-Davidson will be presenting an outdoor customer appreciation concert at their facility on Addison Avenue East. The concert is scheduled for Thursday, May 21, 2015, from 6:00 p.m. to 9:00 p.m. A variety of food and beverages, including beer, will be made available by Scooters during the concert. Over the past eight years, the concerts have been successful and have required no Police response. Snake Harley-Davidson has provided a diagram of the area in which the concerts occur; the diagram is on file with the Police Department and has been approved by the Fire Department. Identification will be checked in order to procure beer and wristbands will be provided. Additional parking and security have been arranged and, should loud music complaints be received by the Police Department, the event's coordinators will obey the directions of the on-duty Supervisor relative to noise mitigation.

Approval Process:

Consent of the Council

Budget Impact:

There is no budget impact associated with the Council's approval of this request.

Regulatory Impact:

Approval of this request will allow the applicant to proceed with the event as scheduled. Two Twin Falls County Sheriff's Reserve Deputies have been procured for security; past concerts have required no additional Police response to this location. Snake Harley-Davidson is aware that approval of each individual application is contingent upon the success of the previous concert, that is, the lack of complaints and no additional Police response thereto. We will work closely with Snake Harley-Davidson to insure the same quality of event this year as in the past.

Conclusion:

These events have been offered very successfully for the past eight years, have provided positive and contemporary entertainment for the community, and have been well received by Snake Harley-Davidson's customers. Snake Harley-Davidson has a proven and effective plan in place to present and supervise this event. Therefore, relevant City Staff members and Police Staff members recommend that the Council approve the request as presented. If there are continued noise complaints, disturbances by those participating in the event, and non-compliance, the on-duty Patrol Supervisor shall terminate the event.

Attachments:

None

DP:aed

Date: Monday, May 11, 2015, Council Meeting

To: Honorable Mayor and City Council

From: Staff Sergeant Dennis Pullin, Twin Falls Police Department

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Request:

Consideration of a request by Snake Harley-Davidson to approve its ninth season of an outdoor customer appreciation "Highway 30 Music Fest' concert at their facility, located at 2404 Addison Avenue East, on Thursday, June 25, 2015, from 4:00 p.m. to 8:00 p.m.

Time Estimate:

This is an event that has been presented and overseen very successfully over the past eight years; therefore, we are requesting that this item be placed on the Consent Calendar.

Background:

This is the ninth year that Snake Harley-Davidson will be presenting an outdoor customer appreciation concert at their facility on Addison Avenue East. The concert is scheduled for Thursday, June 25, 2015, from 4:00 p.m. to 8:00 p.m. A variety of food and beverages, including beer, will be provided by Scooters during the concert. Over the past eight years, the concerts have been successful and have required no Police response. Snake Harley-Davidson has provided a diagram of the area in which the concerts occur; the diagram is on file with the Police Department and has been approved by the Fire Department. Identification will be checked in order to procure beer and wristbands will be provided. Additional parking and security have been arranged and, should loud music complaints be received by the Police Department, the event's coordinators will obey the directions of the on-duty Supervisor relative to noise mitigation.

Approval Process:

Consent of the Council

Budget Impact:

There is no budget impact associated with the Council's approval of this request.

Regulatory Impact:

Approval of this request will allow the applicant to proceed with the event as scheduled. Two Twin Falls County Sheriff's Reserve Deputies have been procured for security; past concerts have required no additional Police response to this location. Snake Harley-Davidson is aware that approval of each individual application is contingent upon the success of the previous concert, that is, the lack of complaints and no additional Police response thereto. We will work closely with Snake Harley-Davidson to insure the same quality of event this year as in the past.

Conclusion:

These events have been offered very successfully for the past eight years, have provided positive and contemporary entertainment for the community, and have been well received by Snake Harley-Davidson's customers. Snake Harley-Davidson has a proven and effective plan in place to present and supervise this event. Therefore, relevant City Staff members and Police Staff members recommend that the Council approve the request as presented. If there are continued noise complaints, disturbances by those participating in the event, and non-compliance, the on-duty Patrol Supervisor shall terminate the event.

Attachments:

None

DP:aed

Date: Monday, May 11, 2015

To: Honorable Mayor and City Council

From: Mandi Thompson, Grant Manager

Request:
Consideration of a request to authorize the Mayor to sign a Funding Agreement between the City of Twin Falls and Idaho Transportation Department.

Time Estimate:
Staff presentation will take approximately 5 minutes.

Background:
The City of Twin Falls was awarded a planning grant in April 2014 to begin planning for a fixed-route public transportation system. These funds, in the amount of $40,000, will be used along with a $10,000 match from the City to hire a consultant to conduct an analysis of the public transportation needs of Twin Falls. In addition to this analysis, a Transit Development Plan will be created that will provide a roadmap for the City as we move forward in planning for a transportation system.

Funds for the Transit Development Plan were released by ITD on April 24, 2015.

Approval Process:
ITD requires a funding agreement to delineate shared responsibilities on their projects.

The Council is asked to authorize the Mayor to sign the final agreement.

Budget Impact:
The City's match will be $10,000, which is included in the current budget.

Regulatory Impact:
None.

Conclusion:
Staff recommends that the Council authorize the Mayor to sign the cooperative agreement and adopt the resolution.

Attachments:
5311 Subrecipient Funding Agreement

IDAHO TRANSPORTATION DEPARTMENT

IDAHO TRANSPORTATION DEPARTMENT
Public Transportation
3311 W. State Street
Boise, Idaho 83703
Phone: 800-527-7985 • Fax: 208-334-4424

5311 Subrecipient Funding Agreement

Effective April 1, 2015 – March 31, 2016

Table of Contents

This Funding Agreement is entered into by the State of Idaho, Idaho Transportation Department, hereinafter referred to as the **DEPARTMENT**, and City of Twin Falls, hereinafter referred to as the **SUBRECPIENT.** This Funding Agreement is anticipated to be effective as of April 1, 2015 and expire on March 31, 2016.

SECTION 1 - General Requirements

I. General Requirements

1. **SUBRECIPIENT** shall comply with the rules, regulations and policies as outlined by the United States Department of Transportation, Federal Transit Administration, hereinafter referred to as "FTA", in 49 U.S.C., Section 5311 of the Federal Transportation Act.

2. **SUBRECIPIENT** will support the goals and objectives of the Section 5311 Program, which goals are to enhance the access of people in non-urbanized areas to health care, shopping, education, employment, public services and recreation; to assist in the maintenance, development, improvement, and use of public transportation systems in rural and small non-urbanized areas; to encourage and facilitate the most efficient use of all Federal funds used to provide passenger transportation in non-urbanized areas through the coordination of programs and services; to assist the development and support of intercity bus transportation; and to provide for the development of private transportation providers in non-urbanized areas to the maximum extent feasible.

   SUBRECIPIENT must have legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this agreement.

   SUBRECIPIENT must maintain funds received under this contract in separate ledger accounts and cannot mix these funds with other funding sources. **SUBRECIPIENT** must manage funds according to applicable regulations for administrative requirements, cost principles, and audits.

3. Changes and Modifications:

   a. **SUBRECIPIENT** may request changes in the general scope of this Funding Agreement, but such changes shall be limited to changes that would expedite achievement of the objectives.
   b. If any change in scope of this Funding Agreement causes an increase or decrease in the cost or time required of **SUBRECIPIENT** for the performance of any part of the work or services under this Funding Agreement, an equitable adjustment, to the mutual satisfaction of both parties, shall be made and the Funding Agreement modified in writing accordingly. Any claim for adjustment of cost by **SUBRECIPIENT** must be made in writing, stating the justification for such claim. The adjustments proposed must be made on the budget format used for this Funding Agreement.
   c. The approved budget included in this Funding Agreement, or the most recent modification signed by **SUBRECIPIENT** and the **DEPARTMENT** shall be the official budget.

4. **SUBRECIPIENT** agrees to attempt to resolve disputes arising from this Funding Agreement by administrative processes and negotiation in lieu of litigation. The **SUBRECIPIENT** shall continue to perform the services to be performed outlined during the dispute.

5. The **DEPARTMENT** has certain FTA requirements for reporting, monitoring and inspections. The **SUBRECIPIENT** understands and agrees that failure to cooperate with the **DEPARTMENT's** requests for

reporting, monitoring or inspections could jeopardize funding and require reimbursement of funds from **SUBRECIPIENT**.

6. The **SUBRECIPIENT** if procuring any Capital understands and agrees to the following:

   a. The **SUBRECIPIENT**, if procuring buses acknowledges that Transit Vehicle Manufacturers (TVM) must have an approved FTA DBE Program and Goal prior to bidding on contract. For a current listing, see http://www.fta.dot.gov/documents/TVM_posting4.7.09.pdf11.pdf
   b. The **SUBRECIPIENT,** if procuring buses, acknowledges the minimum useful life of procured buses as stated in the "Service to be Performed" part of this agreement.
   c. The **SUBRECIPIENT,** if undertaking a facility or station rehabilitation project, acknowledges that any new and altered facilities, including rail stations, bus stops, and airports, are subject to ADA standards for transportation facilities (found at http://www.access-board.gov/ada-aba/ada-standards-dot.cfm). New or remanufactured buses, vans, rail cars, and other modes of public transit must meet ADA vehicle standards (found at: http://www.access-board.gov/guidelines-and-standards/transportation/facilities/about-the-ada-standards-for-transportation-facilities/ada-standards-for-transportation-facilities-single-file). Note: US DOT regulations implementing the transportation provisions of the ADA are codified at 49 CFR Parts 27, 37 and 38 and can be found on the Office of Civil Rights ADA website (www.fta.dot.gov/ada)
   d. The **SUBRECIPIENT** acknowledges any and all changes to the project must be approved in writing and in advance by the **DEPARTMENT**.
   e. The **SUBRECIPIENT**, if undertaking a construction project, acknowledges the requirement to have any and all associated environmental certifications approved before beginning work.
   f. The **SUBRECIPIENT** is responsible for the maintenance of Capital Items under the contract.
   g. Administrative and operating staff is available and capable in delivering services related to this Capital grant, as specified in the **SUBRECIPIENT's** Scope of Work to the **DEPARTMENT** and as outlined in this Funding Agreement.

II. Reports

The **SUBRECIPIENT** agrees to report Monthly on the following:

- Implementation Plan detailing your goals for the month and identify any risks, constraints etc.
- At the end of the month you will need to report on the milestone(s) for the month and again address any risks, constraints, etc.
- Any other required reporting as per FTA required reporting.

III. Billing

The **SUBRECIPIENT** agrees to submit ITD-PT approved invoices for Request for Reimbursement (RFR) monthly and must include all supporting backup documentation to support allowable expenses that comply with Federal Cost Principles, (2 CFR 200, Subpart E, formally OMB A-87 for State and Local Government and OMB A-122 for Non-Profit Organizations.

SECTION 2 – Budget and Scope of Work

The **DEPARTMENT** enters into this Funding Agreement pursuant to authority granted to it in Title 40, Chapter 7, Idaho Code. The **SUBRECIPIENT** agrees to undertake performance of this Funding Agreement under the terms and conditions set forth herein.

The **SUBRECIPIENT** agrees to provide, and the **DEPARTMENT** agrees to accept, the services detailed in the Scope of Work, Services to be performed and generally described as follows as part of 49 U.S.C., Section 5311 Program authorized under FTA.

Project Phase	Federal	Match	Total Project Cost
Project Admin (80/20)			
Operating (57.5/42.5)			
Preventative Maintenance (92.66/7.34)			
Capital (92.66/7.34)	**40,000**	**3,169**	**43,169**
Total Project Awarded	**40,000**	**3,169**	**43,169**

Scope of Work
Brief Description of Scope of Work: Creation of a Transit Development Plan for the City of Twin Falls.
Detailed Scope of Work

Section 3 – Standard Terms and Conditions

1. TERMS. Alteration of the terms of this Standard Funding Agreement (Agreement) may only be made by a joint memorandum directing the change and signed by both the Idaho Transportation Department **(DEPARTMENT)** and the **SUBRECIPIENT**.

2. PERFORMANCE. The failure of the **DEPARTMENT** to require strict performance of any term or condition of this Agreement, or to exercise any option herein, in any instance, shall not be construed to be a waiver or relinquishment of any such term or condition. The same shall be and remain in full force and effect, unless there is a prior written waiver by the **DEPARTMENT**.

3. FISCAL RECORDS. The **SUBRECIPIENT** agrees to maintain, according to generally accepted accounting procedures, all fiscal records, including its books, audit papers, documents, and any other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be available for and subject to inspection, review or audit and copying by the **DEPARTMENT** and other personnel duly authorized by the **DEPARTMENT** or federal inspectors or auditors at all reasonable times, at either the **SUBRECIPIENT's** principal place of business or upon premises designated by the **DEPARTMENT**. Failure to follow acceptable accounting procedures may result in termination of this Funding Agreement and reimbursement of funds to the **DEPARTMENT**.

4. MAINTENANCE OF RECORDS. The **SUBRECIPIENT** shall maintain all records and documents relevant to this Agreement for three (3) years after notice of federal grant closeout. The **DEPARTMENT**, and any persons duly authorized by the **DEPARTMENT**, shall have full access to and the rights to inspect, review, and audit any record or document during the retention period. If an audit, litigation or other action involving records is initiated before the three (3) year period has expired, the records must be retained until all issues arising out of such action are resolved, or until an additional three (3) year period has passed, whichever is later.

5. MONITORING. The **SUBRECIPIENT** shall be monitored on a frequency to be determined by the **DEPARTMENT** and the program shall be periodically reviewed. The results of this program review may be used with other information to evaluate the **SUBRECIPIENT's** provision of services funded by this Agreement.

6. INDEMNIFICATION BY THE SUBRECIPIENT. The **SUBRECIPIENT** shall indemnify, defend and save harmless the State of Idaho, and the **DEPARTMENT**, its officers, agents and employees, from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employee of the **SUBRECIPIENT** caused by or arising out of the **SUBRECIPIENT's** performance, act, or omission of any term of this Agreement. Nothing in this provision shall extend the **SUBRECIPIENT's** indemnification of the **DEPARTMENT** beyond the liability of the **DEPARTMENT** provided in the Idaho Tort Claims Act, Idaho Code Section 6-901 et seq.

7. INDEPENDENT CONTRACTOR STATUS. As an independent contractor, **SUBRECIPIENT** is responsible for all employee-related benefits, such as paid leaves and health insurance, and withholding and payment of F.I.C.A., F.U.T.A., and income taxes for federal and state purposes. The **DEPARTMENT** shall not be responsible for those employee-related benefits and tax items, and the **SUBRECIPIENT** shall indemnify, defend and save harmless the State of Idaho and the Department for any liability, cost or expense, including any interest, penalties and attorney's fees, that may be connected with the **SUBRECIPIENT's** failure to provide or pay such items.

8. CONFIDENTIALITY. It is expressly acknowledged and agreed that the **SUBRECIPIENT** shall observe the confidentiality of information provisions of the Idaho Code, and pertinent state and federal rules and regulations. The **DEPARTMENT** will furnish the **SUBRECIPIENT** with applicable statutes, rules and regulations

upon receipt of written request for them. Further, the **SUBRECIPIENT** acknowledges that pursuant to Idaho Code Section 9-335 et seq., information or documents received from **SUBRECIPIENT** may be open to public inspection and copying unless exempt.

9. NONDISCRIMINATION. The **SUBRECIPIENT** hereby agrees to provide all services funded through or affected by this Agreement without discrimination on the basis of race, color, national origin, sex, age, religion or physical/mental impairment, and to comply with all relevant state and federal laws regarding anti-discrimination.

10. LOBBYING.

    a. Influence. The **SUBRECIPIENT** certifies that none of the funds provided by this Agreement have been paid or will be paid by or on behalf of the **SUBRECIPIENT** to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, Funding Agreement, loan or cooperative Funding Agreement.

    b. Standard Form LLL. If any funds, other than funds provided by this Agreement, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with this Agreement, the **SUBRECIPIENT** shall complete and submit Standard Form LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions, and a copy of Standard Form LLL to the **DEPARTMENT**. (See attachment E – Disclosure Lobbying Activities)

       http://www.whitehouse.gov/sites/default/files/omb/grants/sflllin.pdf

    c. False Statement. The **SUBRECIPIENT** understands that a false statement regarding the lobbying certification may be grounds for rejection or termination of the Agreement, and that **SUBRECIIENT'S signature** upon this 'Standard Funding Agreement' is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. In addition, under Section 1352, Title 31 U.S. Code, a false statement shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such false statement.

11. AUDIT. The **SUBRECIPIENT** must comply with the terms of all Federal and State audit requirements. SUBRECIPIENT'S audit must comply with Generally Accepted Governmental Accounting Standards (GAGAS). Funds provided under this Agreement may be used to pay for compliance with this requirement in proportion to other funding sources available to the **SUBRECIPIENT**.

    Audit and Review Requirements:

    a. In accordance with the "Single Audit Act Amendments of 1996" an entity expending $750,000 or more in a year in combined Federal awards, (including any funds received from Federal sources outside the DEPARTMENT) US Federal contracts, subcontracts, loan grants, sub-grants, and/or cooperative agreements requires an A-133 Single Audit or program-specific audit each fiscal year.

    b. In addition, all Local Government Entities excluding non-profits and private for profit must follow the audit requirements identified in Idaho Statutes – Title 67 State Government and State Affairs Chapter 4 http://www.legislature.idaho.gov/idstat/Title67/T67CH4SECT67-450B.htm

c. Subrecipient who expends $750,000 or more in a year of combined Federal awards must complete audit within nine months after end of the subrecipients fiscal year and submit a copy of any final audit to **DEPARTMENT** within 30 days after receipt of the audit report.

12. TERMINATION FOR CONVENIENCE. The **DEPARTMENT** or the **SUBRECIPIENT** may cancel this Agreement at any time without cause upon thirty (30) calendar days' written notice specifying the date of termination. The obligations and liabilities of the parties shall cease upon the date of termination, except that the obligations or liabilities incurred prior to the termination date shall be honored. Upon termination the **DEPARTMENT** and **SUBRECIPIENT** shall determine the amount of compensation, if any, to be paid by the **SUBRECIPIENT** to the **DEPARTMENT** in order to avoid any State liability to FTA or others. All disposition of equipment due to project termination shall be in accordance with instruction from the **DEPARTMENT**.

13. FEDERAL FUNDING. The State is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho. All funding is contingent upon the availability of federal funds and continued authorization of program activities. Changes in legislation may require modification to this Agreement in program and funding and any such changes may be incorporated into this Agreement. It is understood that the State has the right to terminate or otherwise modify this Agreement if federal funding or authority is terminated.

14. THIRD PARTY CONTRACTING. If a federal or state audit indicates that payments to the Contractor fail to comply with applicable federal or state laws, rules or regulations, the **SUBRECIPIENT** shall refund and pay to the **DEPARTMENT** any compensation paid to Contractor arising from such noncompliance, plus costs, including audit costs.

    a. Tribes. If the **SUBRECIPIENT** is a Tribe, the Tribes' Contractor and **DEPARTMENT** recognize that services performed pursuant to this Funding Agreement by said Contractor and all approved subcontractors within reservation boundaries are subject to applicable laws, ordinances and regulations of the Tribe. Nothing in this Agreement should be construed as a waiver of sovereign immunity.

    b. Illegal Aliens. **SUBRECIPIENT** warrants that any contract resulting from a Solicitation is subject to Executive Order 2009-10 (http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html); it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for termination of its contract.

15. LIABILITY INSURANCE. **SUBRECIPIENT** shall have a liability insurance policy in effect at all times during the term of this Agreement. The policy shall cover all damage arising out of personal injury to or destruction of property in any one occurrence on any revenue vehicle not covered by 49 CFR Part 387.

    a. The policy shall provide not less than $500,000 in policy limits per incident and shall name the **DEPARTMENT** as an additional named insured for the public liability portion of the policy.

    b. The policy shall name the **DEPARTMENT** as "loss payee" of the property damage portion of the policy.

16. COMMON RULE. **SUBRECIPIENT** will follow the "Common Rule" FTA C 5010

    http://www.fta.dot.gov/documents/C_5010_1D_Finalpub.pdf

17. OFFICE OF MANAGEMENT AND BUDGET CIRCULAR. **SUBRECIPIENT's** operation will comply with the applicable Office of Management and Budget Circulars:

2 CFR230 (OMB Circular A-122) Cost Principles for Non-Profit Organizations

2 CFR225 (OMB Circular A-87) Cost Principle for State Local and Indian Tribal Governments

18. FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMCSA). **SUBRECIPIENT**S who cross state lines shall abide by the FMCSA insurance requirements and is required to have security for the required minimum limits as follows:

a. Any vehicle designed or used to transport more than 8 passengers (including the driver): $1,500,000

b. Any vehicle with a seating capacity of 16 passengers or more: $5,000,000

http://www.fmcsa.dot.gov/rules-regulations/administration/fmcsr/fmcsrruletext.aspx?reg=387.303

19. PROCUREMENT REQUIREMENTS. **SUBRECIPIENT** will follow the following procurement guidelines.

a. Micro Purchase: **$1-$3000 - Follow FTA procurement rules**. The **SUBRECIPIENT** may acquire property and services valued at less than $3,000 without obtaining competitive quotations. SUBRECIPIENT shall maintain documentation reflecting that the price paid was fair and reasonable. Note: Davis-Bacon prevailing wage requirements will apply to construction contracts exceeding $2,000.

b. Small Purchase: **$3,001-$9,999 - Follow FTA procurement rules.** The **SUBRECIPIENT** may acquire property and services valued at $3,001-$9,999 by obtaining 3 or more price or rate quotations. SUBRECIPIENT shall maintain documentation reflecting that the price paid was fair and reasonable.

c. Small Purchase: **$10,001-$99,999 - Follow STATE procurement rules.** The **SUBRECIPIENT** may acquire property and services valued at $10,000-$99,999 by following the STATE Request for Quote (RFQ) process detailed in IDAPA 38.05.01.044.

d. Large Purchase: **$100,000 and up Follow STATE procurement rules**. The **SUBRECIPIENT** may acquire property and services valued at $100,000 or more by following the STATE Request for Quote (RFQ) process detailed in IDAPA 38.05.01.044. Sealed bids are required.

Purchase threshold amounts are cumulative and include option years. **SUBRECIPEINTS** may not divide or reduce purchases to fall within a preferred purchase threshold. Where STATE procurement rules are to be followed there are also mandatory FEDERAL clauses that must be included in bids and resulting contracts. Refer to the following documents for compliance on purchase procedures:

Idaho Administrative Code, Rules of the Division of Purchasing (IDAPA 38.05.01.)
http://adminrules.idaho.gov/rules/current/38/0501.pdf

Certified Disadvantage Business Enterprises. Use the DBE Directory and include any eligible DBE in your solicitations: http://www.itd.idaho.gov/civil/dbeforms.htm

FTA Best Practices Procurement Manual: http://www.fta.dot.gov/grants/13054_6037.html

FTA Mandatory Contract Clauses: http://www.fta.dot.gov/printer_friendly/12831_6191.html#fedreq

To develop a list of Federal Clauses that applies to SUBRIECIPIENTS' specific procurements: http://www.nationalrtap.org/WebApps/ProcurementPRO.aspx

FTA's third party procurement (C4220.1F) resource: http://www.fta.dot.gov/legislation_law/12349_8641.html

20. TRAVEL REQUIREMENTS. **SUBRECIPIENT** must follow State of Idaho travel guidelines for reimbursement for travel. Refer to http://www.sco.idaho.gov/web/sbe/sbeweb.nsf/pages/trvlpolicy.htm or your agency's travel rules, whichever are more restrictive.

21. FTA CERTIFICATIONS AND ASSURANCES. **SUBRECIPIENT** certifies and assures that they will comply with the applicable portions of FTA Certifications and Assurance.

22. REMEDIES UPON FAILURE TO FOLLOW CONTRACT REQUIREMENTS: In addition to any other remedies available by law to the **DEPARTMENT, SUBRECIPENT** understands and agrees that should it fail to follow requirements set forth in this Agreement, including all attachments thereto, the **DEPARTMENT**, following written notice of termination as provided in Paragraph 12 and written demand, shall have the right to levy upon, seize and dispose of any property purchased with funds provided to **SUBRECIPIENT** through this Agreement, regardless of the location of such property. **SUBRECIPENT** understands and agrees that should it refuse to allow the **DEPARTMENT** to seize such property, that SUBRECIPIENT agrees to the entry of a judgment against **SUBRECIPIENT** for the amount of funds paid to it to purchase said property, along with attorney fees, litigation costs and interest at the legally specified rate.

This Agreement, together with the Attachments, and documents incorporated herein by reference, set forth the entire Agreement between the parties with respect to the subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein.

WITNESS WHEREOF, the parties have executed this Funding Agreement.

SUBRECIPIENT:	STATE OF IDAHO:
City of Twin Falls Name of Organization	Idaho Transportation Department
________________________ Name of Signature Authority (printed)	________________________ Name of PTM (printed)
Title: Mayor	Title: Public Transportation Manager, Public Transportation Group
________________________ Signature	________________________ Signature
________________________ Date	________________________ Date
Mailing Address: ____________ P.O Box 1907 Twin Falls, Idaho 83303-1907	Mailing Address: P.O. Box 7129 Boise, ID 83707-1129
Telephone No.: (208) 735-7237	Telephone No.: 1-800-527-7985

Monday, May 11, 2015 City Council Meeting

To: Honorable Mayor and City Council

From: Mandi Thompson, Grant Manager

Request:

Discussion on the Municipal Powers Outsource Grants (MPOG) process.

Time Estimate:

5 minute report followed by 10 minutes of discussion with Council.

Background:

In 2013, several members of City Staff, including Travis Rothweiler, Josh Palmer, Lorie Race, and Patty Lehman, along with Councilwoman Rebecca Mills Sojka worked together to create a scoring matrix for the MPOG process. This matrix was designed to make the MPOG process more objective, allowing member of Council the assign a numerical value to the merits of each application. This matrix, however, has not been adopted by all member of Council, nor fully employed in either the 2013 or 2014 MPOG process.

The purpose of the discussion today is to discuss and agree upon a process for the 2015 MPOG applications.

Budget Impact:

None.

Regulatory Impact:

There is no regulatory impact

Conclusion:

Staff is seeking guidance from the Council on how they would like to proceed.

Attachments:

2013 Matrix

Main Avenue Area Redesign Project—Block by Block Contacts for Hand Delivered Invitations

Name	*Address*
HANSEN TO IDAHO VICINITY	
Travis Rothweiler, City Manager, City of Twin Falls	201 Main Avenue E
Keith R. Brown Claude Brown Furniture Co.	202 Main Avenue S
The Wedding and Rental Shop	201 Main Avenue S
Heidi Deters Benno's Fine Jewelry	217 Main Avenue E
DL Evans Bank	222 Main Avenue S
Music Center	225 Main Avenue E
Arthur Hall (Glen) Hall's Locksmithing	227 Main Avenue E
Susan Hall Susans Antiques & Collectibles	227 Main Avenue E
Living World Christian Book Store	233 Main Avenue E
Grace Harrett (Herrett?) Saint Vincent de Paul	244 Main Avenue S
Danielle Drake Advanced Archery Shop	249 Main Avenue E and 251 Main Avenue E
Centrode Oracion y Albanza Lighthouse Christian Fellowship	259 Main Avenue E
ProActive Behavioral Health	264 Main Avenue S
Beverly Taber Veteran's Clinic	260 2nd Avenue E
IDAHO TO JEROME VICINITY	
Harvest Moon/Innovative Health Care	304 2nd Avenue E
Magic Valley Gold Buyers	352 2nd Avenue E
Jim Bob and Son Bakery	352 2nd Avenue E
Gas & Go (Now Vacant)	303 Main Avenue E
Ron's Custom Upholstery	319 Main Avenue E
Eric Wattes	320 Main Avenue S and 248 2nd Avenue W

Super 7 Motel and Old Towne Lodge	
Luis Muniz Convenient Loans	323 Main Avenue E
Anne Pullan Annetiques, etc.	325 Main Avenue E
Art Forum	333 Main Avenue E
Orion Main Avenue Suites, Pet Grooming	333 Main Avenue E
Orion Main Avenue Suites, Syringa	333 Main Avenue E
Daniela Rodriquez (new hair salon)	346 Main Avenue S
Salon 347	347 Main Avenue E
Richard Logan Exotic Guppy	352 Main Avenue S
Hector Maldondo, Jr. Pristine Details	364 Main Avenue S
JEROME TO KETCHUM VICINITY (PLUS SOME BEYOND WHO HAVE EXPRESSED INTEREST)	
Bill Price, Bill's Automotive and Muffler	402 Main Avenue S
Fletcher Voyles, Harmony PSR	420 Main Avenue S
Dallas Gray Tek-Hut/Random Investments/ Tekfinity	460 Main Avenue S (also includes 444 and 451)
Connie Rippel, Magic Valley Veterinary Hospital	542 Main Avenue S
Mark Brown, Pastor Rock Creek Community Church	262 Fifth Avenue E
Cody McDaniel Sherwin-Williams	506 2nd Avenue E

Grant No.		0 Does Not Meet	1 Marginally Meets	2 Meets	3 Strongly Meets	4 Exceeds	Score
Demonstration of Need	Clearly establishes a compelling problem statement and/or needs assessment						
	Demonstrates cost benefit or cost avoidance						
	Provides a service that the community does not have						
	Importance of City Funding to the specific organization's mission.						
Work Plan	Contains a realistic schedule or timeline						
Budget	Contains a detailed budget						
	States specifically how money will be used						
	Budget contains realistic costs for materials and services						
	Budget numbers are correct						
Staffing Plan	Contains a proposed staffing plan which supports the scope of the project						
Budget Sustainability	Operational needs: Budget must show ongoing sustainability						
	One-time project: Project provides something the community does not have or is outdated						
Services	Provides a new service or improves access to existing services related to the City's Mission Statement .						
	Provides a benefit to the citizens of Twin Falls.						

Funding Priorities	Need relates to the City of Twin Falls' Strategic Plan and is a service the city would otherwise provide.						
Population Focus	Services primarily Twin Falls residents						
Collaboration	Shows a high level of involvement with other community services/agencies						
Priority Management	Overall, demonstrates a clear need for the services, project, or equipment						
Demonstration of Outcomes	Does applicant demonstrate outcomes?						
	Objectives are measureable						

Overall score: 80 points possible ________

Overall Comments

Chapter 3 of Title 50 of the Idaho Code describes municipal powers, which may be exercised directly by the municipality, or indirectly by the municipality through other entities.

Twin Falls Urban Renewal May, 2015 List of Checks

Check #	Date	Paid Amount	Name	Account	Memo
2959	4/15/2015	221,481.02	Performance Systems Inc	RAA 4-1 Clif Bar	Hankins Water Storage Tank PIC 11
2960	4/16/2015	72,847.55	City of Twin Falls	RAA 4-3 Chobani	Reimburse Chobani's bond
2961	4/20/2015	10,500.00	Negotiation Services, LLC	RAA 4-4 Clif Bar	AC#53 Hankins Road Intersection
2962	4/20/2015	694.00	EHM Engineers, Inc.	RAA 4-4 Clif Bar	AC #54 Hankins Road Civil Engineering Services
2963	4/20/2015	3,711.00	Century Link	RAA 4-4 Clif Bar	AC #55 Hankins Road Civil Engineering Services
2964	4/27/2015	165,562.03	Performance Systems Inc	RAA 4-4 Clif Bar	Hankins Water Storage Tank PIC 11 - Addendum 1
2965	4/27/2015	1,237.50	Skinner Fawcett	RAA 4-4 Clif Bar	Bond Counsel - TF LID Clif Bar Project 2014
2966	5/4/2015	625,785.20	Idaho Power	RAA 4-4 Clif Bar	AC #58 Kimberly Substation Improvements
2967	5/4/2015	1,500.00	EHM Engineers, Inc.	RAA 4-4 Clif Bar	AC #59 Phase 1 Environmental Assessment
2968	5/4/2015	22,609.04	JUB Engineers, Inc.	RAA 4-4 Clif Bar	AC #60 Hankins Water Storage Tank
2969	5/4/2015	135.00	EHM Engineers, Inc.	RAA 4-4 Clif Bar	AC #61 Hankins Road ROW
2970	5/4/2015	2,353.00	EHM Engineers, Inc.	RAA 4-4 Clif Bar	AC #62 Hankins Road
2971	5/6/2015	748.00	ACCO Engineered Systems	Real Est Exp - Call Ctr.	HVAC prev maintenance - March
2972	5/6/2015	46.65	City of Twin Falls	RAA 4-1 Rogerson	Water, Sewer & Sanitation
2973	5/6/2015	1,005.00	Commercial Property Maintenance	Real Est Exp - Call Ctr.	Landscape Maintenance - April
2973	5/6/2015	1,330.00	Commercial Property Maintenance	Real Est Exp - Call Ctr.	Landscape Maintenance - March
2974	5/6/2015	1,885.00	EHM Engineers, Inc.	RAA 4-1 Rogerson	Demo & Geotech recommendations
2975	5/6/2015	2.50	Federal Express	Bond Costs	Postage for 2015 Bonds
2976	5/6/2015	14.01	Idaho Power	Real Estate Expense - Other	Power - 122 4th Ave S - Park
2976	5/6/2015	235.32	Idaho Power	Real Estate Expense - Call Ctr.	Power - 851 Poleline Road
2976	5/6/2015	77.33	Idaho Power	RAA 4-1 Rogerson	Power - 149 & 155 Main Ave E
2976	5/6/2015	17.29	Idaho Power	RAA 4-1 Rogerson	Power - 153 Main Ave
2976	5/6/2015	17.33	Idaho Power	RAA 4-1 Rogerson	Power - 157 Main Ave
2976	5/6/2015	25.90	Idaho Power	RAA 4-1 Rogerson	Power - 159 Main Ave
2976	5/6/2015	23.69	Idaho Power	RAA 4-1 Rogerson	Power - 161 Main Ave E
2976	5/6/2015	34.42	Idaho Power	RAA 4-1 Rogerson	Power - 155 Main Ave E
2977	5/6/2015	46.51	Intermountain Gas Company	RAA 4-1 Rogerson	Gas - Rogerson Bldg
2978	5/6/2015	440.00	J & L Sweeping Service, Inc	Real Est Exp - Call Ctr.	Property Maintenance - April
2979	5/6/2015	450.00	K & G Property Management	Real Est Exp - Call Ctr.	Property Management Fee - April
2980	5/6/2015	150.00	MSVM Group, LLC	Com. Relations & Website	URA Website hosting & support
2981	5/6/2015	13,111.41	Otak	RAA 4-1 Main Ave	Main Avenue Design - April
2982	5/6/2015	2,500.00	Wells Fargo	RAA 4-1	Bond Trust Fee

May 11, 2015 City Council Meeting

To: Honorable Mayor and City Council

From: Bill Baxter, Utility Billing Supervisor/Finance Accountant

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Request:

Consideration of a request to renew the PSI Sanitation Contract

Time Estimate:

Staff and PSI presentation is expected to take around 10 minutes. Time for questions would follow and may take another 15 to 20 minutes.

Background:

The City's 2010-2015 contract expires in December of 2015. At the time of establishing that contract three competitors bid the sanitation collection services, and PSI won the contract. The proposal letter previously provided to Council members discusses the investment PSI has made in the services, and the community, and offers options for a renewed 5 year contract, and a renewed extended contract period for 10 years. A copy of the referenced letter is attached.

Budget Impact:

The 2014-2015 City Budget includes $1,709,000 for residential garbage and recycling collection services.

The Council's approval of this request would have no impact on the current fiscal year budget. Any impact will be to the City's future budgets in terms of the amounts paid for the sanitation and recycling collection services.

Regulatory Impact:

There is no regulatory impact for this item. Section 50-344 of the Idaho Code provides for the right of the City of Twin Falls to select a residential solid waste handler.

Conclusion:

Staff recommends that the Council accept the proposed terms under the 10 year contract option.

Service provided by PSI has been responsive to the needs of the City and community throughout the almost four-and-one-half (4½) years of the current contract, including rapid responses to any complaints related to service dates or collection issues, investigating all service and equipment performance complaints, and providing followup collection service when a problem has arisen with a citizen missing their assigned day. PSI has demonstrated good team work with Utility Services and the Code Enforcement staff to correct and manage problems with service requests differing from that which the City has been charging for. PSI staff have helped address issues with troublesome addresses, as well as with citizen expectations, and have always maintained a professional approach and attitude in all situations. Community involvement and assistance to the City has been consistent and helpful at all times.

Attachments:

1. PSI letter dated March 4, 2015
2. Copy of 2010 to 2015 PSI contract

March 31, 2015

City of Twin Falls
Mayor & City Council
P.O. Box 1907
Twin Falls, ID 83303

PSI has been a proud partner with the City of Twin Falls since we started providing refuse collection services to the city in 1970. Through the city's own customer satisfaction survey Twin Falls residents continually rank PSI as one of the best services provided. In the last ten years alone, PSI has invested more than $3.7 million in equipment to provide this service, of which $1.45 million was invested in the single stream recycling program alone. PSI also has over $900k invested in land and buildings within Twin Falls city limits.

PSI provides full-time employment for 38 local residents, and serves as a divisional headquarters for a four-state Mountain West Division. Five division employees, living and working in and around Twin Falls, are dedicated to the Management and Accounting of operations located across Idaho, Nevada, Montana and Wyoming.

Here are some quick stats from the year ending 12/31/2014:

- $2,180,000 in wages paid locally
- $432,000 in company paid health and retirement benefits
- $3,100,000 in local Operating Expenses
    - Note: truck and container purchases are capital expenses not included in this number.
    - Included in operating expenses are property taxes paid to Twin Falls County of $32k annually, $13k of which are paid to the City Taxing district.

Raw expenses and expenditures only tell part of the story. PSI is committed to our municipal partners, employees and the community. We aim to do the right thing at the right time, and for the right reason. The average wage for PSI hourly employees is $16.15 excluding benefits and overtime - 9.7% higher than the Idaho industry average of $14.72 per hour according the Federal Bureau of Labor Statistics.

We are dedicated to spending money with local vendors operating in the Twin Falls area, employing local people. As a community partner PSI has donated to the City of Twin Falls Sustainability fund, and provided free portable toilet service to Twin Falls City Parks. Other worthy local causes we support are:

- Twin Falls Public Library
- Twin Falls YMCA
- Business Plus
- Paint Magic
- Boy Scouts & Girl Scouts
- St Vincent's Thrift Store
- Western Days Parade
- Christmas Parade
- Dance/Sports teams
- Twin Falls School District
- Many others too numerous to list.

Altogether, local cash donations and sponsorships totaled $35k in 2014. This number does not include the value of services donated. Our most proud accomplishment came just this last year when our employees came up with an idea to support needy families in our area by providing complete holiday meals for families on Thanksgiving and Christmas. Through employee contributions, and PSI's company match we were able to provide 115 complete meals this year! Our goal for 2015 is to provide at least 100 meals at Thanksgiving and another 100 at Christmas.

At PSI we are proud to serve the City of Twin Falls and its residents, and request the honor of continuing to do so. We are requesting a renewal of our residential solid waste and recycling collection contract.

There have been some unfortunate developments recently in the recycling commodity markets. Pricing pressure has been increasingly negative. As you are aware, the material has had $0 value for several years. Over the past year, the market has softened significantly more. Recent labor disputes at west coast ports have made things even worse. Beginning in February 2015, recycled material was $15/ton charge to recycle. In March this number has risen to $35/ton. It is expected to rise to $45/ton in April, and these prices are expected for the next year. It is possible to not return to $0 or rebate for several years. Our current contract for the city calls for a 50/50 share of proceeds on the recycling material, but rather than request reimbursement from the City PSI would like to pose the following contract renewal options.

Option 1: PSI requests a 5 year contract extension. PSI will pay for all processing & transportation fees on all single-stream recycling materials collected (see Recycle cost attachment A) starting in February 2015. As the commodities market recovers PSI would continue to share one half of that recycle income with the city. As a partner with the city, PSI is committed to the recycle program both philosophically and financially. Our exposure with this option is anywhere from 0 - $450k over the 5 years. Realistically we expect the cost to be in the $200-$250k range with this option.

Option 2: PSI requests a 10 year contract extension. Recycling processing fee promise from Option 1 remains with this option. Our exposure doubles with this option, however we are hoping that the markets will recover in a few years. With this option PSI would offer to donate to the city all collection services we currently provide for seasonal parks and permanent collection city locations (Fire Dept, City Shop, etc.). The value for this service over 10 years is over $324,000.

In either option, monthly collection rates would be adjusted annually just as they are in the current contract. The current rates are $10.14 full service, and $4.80 for one can service. In addition, PSI would like to offer Nuisance Property Service and an annual Cleanup Day.

With Nuisance Property Service, PSI will provide a suitable container (Dumpster or Roll Off) at the request of the City for the City's use to clean up nuisance properties. PSI will provide the city with a bill for the service. If the City is able to secure payment for the service from the property owner, the city will remit payment to the PSI. If the city is unable to secure payment from the property owner, PSI will consider the service donated to the City.

For the annual Cleanup Day, PSI will donate five (5) roll off containers and hauls, with the city paying only for disposal. Containers may be placed at different locations as requested by city staff.

We appreciate the opportunity to service the city of Twin Falls and look forward to providing continued service to the residents of Twin Falls for this extended period.

Sincerely,

Kevin Malone
District Manager
PSI Environmental Systems

City of Twin Falls
Attachment A

5 yr Contract

Recycling

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
$5/ton	9,808.03	9,906.11	10,005.17	10,105.22	10,206.27	$ 50,030.78
$15/ton	29,424.08	29,718.32	30,015.50	30,315.65	30,618.81	$ 150,092.35
$25/ton	49,040.13	49,530.53	50,025.83	50,526.09	51,031.35	$ 250,153.92
$35/ton	68,656.18	69,342.74	70,036.16	70,736.53	71,443.89	$ 350,215.49
$45/ton	88,272.23	89,154.95	90,046.50	90,946.96	91,856.43	$ 450,277.06

City of Twin Falls
Attachment B

10 yr Contract

Recycling

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
$5/ton	9,808.03	9,906.11	10,005.17	10,105.22	10,206.27	10,308.33	10,411.42	10,515.53	10,620.69	10,726.89	$ 102,613.64
$15/ton	29,424.08	29,718.32	30,015.50	30,315.65	30,618.81	30,925.00	31,234.25	31,546.59	31,862.06	32,180.68	$ 307,840.93
$25/ton	49,040.13	49,530.53	50,025.83	50,526.09	51,031.35	51,541.66	52,057.08	52,577.65	53,103.43	53,634.46	$ 513,068.21
$35/ton	68,656.18	69,342.74	70,036.16	70,736.53	71,443.89	72,158.33	72,879.91	73,608.71	74,344.80	75,088.25	$ 718,295.50
$45/ton	88,272.23	89,154.95	90,046.50	90,946.96	91,856.43	92,775.00	93,702.75	94,639.77	95,586.17	96,542.03	$ 923,522.78

City Service

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
29,621.20	30,213.62	30,817.90	31,434.25	32,062.94	32,704.20	33,358.28	34,025.45	34,705.96	35,400.08	324,343.88

Term 10/1/2010 thru 12/31/15 C-4198 (see pg. 4)

COPY

CITY OF TWIN FALLS, IDAHO

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

CONTRACT

This Contract made and entered into this 20th day of September, 2010, by and between the City of Twin Falls, Idaho, hereinafter called "City" and PSI Environmental Systems, Inc., hereinafter referred to as "PSI."

NOW THEREFORE, it is agreed as follows:

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

   A. **Primary Services:** The primary service to be provided are:

      1. Single-family residential solid waste collection and disposal, and curbside recycling program: PSI shall collect at curbside on a weekly basis all solid waste, as defined herein or under rules and regulations that may from time-to-time be promulgated by the City, placed curbside for collection, unless the item or waste product is specifically excluded in this contract or the Twin Falls Municipal Code. PSI shall be responsible to provide each single-family residential customer with a single 95-gallon trash receptacle. Changes to the

      2. "One-Can" Services: The "one-can" service allows existing customers to be able to have a smaller 35-gallon receptacle for solid waste sanitation services. Subscribers to this service are not eligible to participate in the City's curb-side recycling program. Based on 2005 City Council action, no new customers are eligible to participate in this program.

      3. Additional Solid Waste Receptacles: PSI shall provide additional 95-gallon trash receptacles to Twin Falls single-family residential customers who request this service. PSI shall be responsible for supplying, billing and collecting all fees and rents from all single-family residential solid waste customers who request additional receptacles.

      4. Bulky and large item collection and disposal: On a monthly basis, PSI shall collect all bulky and large items placed out for disposal, including, but not limited to, appliances, furniture, cabinets, countertops, small automobile parts, obsolete burning barrels, play equipment, mattresses and bedsprings, carpets and pads, toilets, bathtubs, fences, fence posts, landscape timbers, and similar items. Bulky and large items that are too large to fit in the packer truck may be collected with a different vehicle no later than noon of the day following the regularly scheduled pickup day.

      5. Building or home improvement waste: PSI shall collect a reasonable amount of building waste resulting from a property owner's or resident's home improvement projects. Examples of this type of waste may include lumber, plywood, siding, drywall, concrete

C-4198

rubble, bricks, windows, etc. Building or home improvement waste may be loose or stacked; it shall not have to be placed into containers to be picked up. PSI shall pickup the waste whether it is in containers or not.

A "reasonable amount" shall mean an amount of waste generated by a small to moderate home improvement project performed by the property owner. Generally, this shall mean approximately ½ cubic yard of building waste per week. If the property owner exceeds this amount, then PSI shall remove approximately ½ cubic yard and the remainder of the waste shall be tagged and the generated from residential dwellings.

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

7. Recyclable collection and processing: PSI shall collect at curbside on a weekly basis at least the following recyclables:
   - Newspapers, including inserts
   - Metal (steel, tin, and aluminum) cans, lids, and foils
   - Flattened corrugated cardboard (OCC)
   - Cereal box-type paperboard
   - Any other materials that PSI may wish to specify.

   At a minimum, all recyclables shall be placed at curbside in a separate, 18-gallon recycling container (blue box). The "blue box" container is to be supplied by PSI and is included in the base price. PSI shall deliver a recycling container to all single-family customers upon account set-up.

   All revenues received from the collection of recyclables shall be split equally and shared between the City of Twin Falls and PSI.

   If the City of Twin Falls implements a single-stream curbside recycling program, as described and defined in Section 5 of this Contract, PSI shall be responsible to also collect magazines, mail inserts and other "junk mail" items, "office paper" and plastic containers where bottom is larger than the opening. PSI shall be required to collect curbside, single-stream recyclables once every two weeks.

8. Residential Collections: All solid waste collected shall be disposed of at the South Central Idaho Transfer Station, located at 2186 Orchard Drive East in Twin Falls, Idaho. All recycling materials shall be sent to an appropriate recycling facility.

9. Accommodation of Disabled Persons: In accordance with the Americans with Disabilities Act, PSI shall provide accommodation to those who request it, including on-site collection to disabled residents who are unable to place their solid waste, yard waste, and recyclables at curbside for collection. The City will not publicize this service but will advise PSI of any requests for accommodation submitted to the City. The City will be provided with a copy of PSI's written determination on any request for accommodation.

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B. **Optional Service Requirements:** Upon written request of the City, PSI shall provide once-a-month special collection service. This service shall consist of the loading, hauling and placing of all loose debris and solid waste, exclusive of building materials, rock, earth, sod, manure and automobile bodies, that may have accumulated on any or all residential streets and alleys within the City.

C. **Extra Service Requirements:** PSI shall do such extra work in connection with this Contract as the City Manager or his agents may direct. No allowance for extra work of any kind shall be made unless PSI shall have been furnished an extra work order authorizing such work and an agreement for payment approved by the City Manager. PSI will provide, at the customer's expense, additional service to remove prohibited materials. Such service shall be provided upon request. PSI is responsible to notify the customer of the service.

D. **Public Education:** PSI shall work with the City in promoting recycling and proper disposal of solid waste and yard waste. Public education efforts may include brochures, signs, videos, and presentations to classes and community groups. The cost of these services shall be included in the basic bid price.

E. **Incidental Service:** All minor details of work which are not specifically mentioned in this Contract, but are obviously necessary for the proper completion of the work, shall be considered as incidental and as being part of, and included with, the work contracted herein, and no extra compensation shall be allowed PSI for the performance thereof.

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

2. <u>**COLLECTION RESTRICTIONS:**</u>

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

B. **Types of containers:** At minimum, PSI shall collect solid waste placed at curbside when the resident's issued 95 gallon container is full and when place in the following containers:

- Approved plastic bags closed at the top weighing no more than 30 pounds.
- Any container approved for solid waste collection weighing less than 50 pounds (container and contents combined) must be collected.

3. <u>**COLLECTION DAYS, HOLIDAYS, TIMES AND ROUTES:**</u>

A. **Collection Days:** Collection days may not be altered without the City's consent and direction, which shall include at a minimum a 90-day notice to the residential customers. Currently, the collection days are Monday through Friday. Alternation of collection days will not be considered

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during the bidding and selection process.

B. **Holidays:** Collection shall not be scheduled on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event of a collection postponed by a holiday, the collection day shall be on the following day. For example, if a recognized holiday were to fall on a Friday, the collection service would occur on Saturday. Normal collection will resume on the regular collection day the following week. By December 1st of the preceding year, PSI shall annually provide the City's Representative with the specific dates of the holidays affecting service for the coming year. Additionally, the Bidder will be required, at their sole cost, to notify the public about holiday collection schedules.

C. **Times:** The collection times for all services shall be between the hours of 7 a.m. and 7 p.m. of the scheduled collection day, unless authorized by the City's Representative to exceed this time period. Sunday pick-ups are prohibited.

D. **Routes:** Upon request, PSI shall provide to the City's Representative a map of the collection routes followed by PSI within the City.

4. <u>**TERM:**</u> The term of this Contract shall be for a period commencing on October 1, 2010, and ending December 31, 2015. Thereafter, the City and PSI may extend this Contract by mutual agreement upon the terms and conditions contained herein or upon such changed terms and conditions as they shall agree.

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

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

Base-Price for Residential Solid Waste Collection with a Curb-Side Recycling Program: The monthly unit-price for unlimited residential solid waste collection services with a curb-side recycling program, as described in Section 1of this Contract, is $6.51.

City agrees to pay PSI the per customer amount for the customer count set forth herein on or before the 10th day of each month for the previous month for the first 15 months of the Contract term. On September 15 of each year during the term of this Contract, City and PSI shall determine the number of customers then receiving residential services. Ninety (90) days prior to each annual anniversary date beginning in July 2011 and each year thereafter, the City and PSI may negotiate a contract price adjustment in consideration of current prices, costs, and the cost of living indexes and changed circumstances. Such an adjustment shall, as nearly as possible, reflect PSI's actual operating costs and may not necessarily correspond to cost of living indexes. The per customer amount and count shall then be adjusted and made effective for the following fiscal year, which beginning October 1, 2011.

The City Council, after providing PSI 180 days notice, shall have the right to amend the level of

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service provided for in this contract. Qualifying levels of service and the corresponding base-price are as follows:

Base-Price for Unlimited, Residential Solid Waste Collection Services: The monthly unit-price for unlimited residential solid waste collection services, as described in Section 1 of this Contract, is \$5.56 per month.

Base-Price for Residential Solid Waste Collection with a Curb-Side Recycling Program: The monthly unit-price for unlimited residential solid waste collection services with a curb-side recycling program, as described in Section 1of this Contract, is \$6.51 per month.

Base-Price for "One Can" Service: The monthly unit-price for "One Can" service, as described in Section 1 of this Contact, residential solid waste collection services is \$4.50 per month.

Base-Price of Providing a Single-Stream Curbside Recycling Program: The monthly unit-price for unlimited residential solid waste collection services, as described in Section 1 of this Contract, with a single-stream curb-side recycling program is \$9.31 per month. A single stream, also known as "fully commingled," recycling refers to a system in which all paper fibers and containers (mixed cans and plastics) are mixed together in a collection truck, instead of being sorted into separate commodities (newspaper, cardboard, and plastic) by the resident and handled separately throughout the collection process. In single stream, both the collection and processing systems must be designed to handle this fully commingled mixture of recyclables.

Base-Price of Incentive Based Single-Stream Curbside Recycling Program: The monthly unit-price for unlimited residential solid waste collection services, as described in Section 1 of this Contract, with the Recycle Bank program, an incentive-based recycling program, to the unlimited solid waste collection service to the single-stream curbside program is \$10.31 per month.

6. RATE ADJUSTMENTS: The Base-Bid prices, as illustrated in Section 5 of the Contract, will remain in effect until an adjustment has been successfully negotiated. No adjustment to the Base-Bid prices shall occur before October 2011. Thereafter, adjustments may be negotiated annually, as specified in the contract. For purposes of this Contract, a rate adjustment is defined as any temporary or permanent adjustment in the Base-Bid proposal.

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

8. EQUIPMENT: For Primary Service Requirements, PSI must have a minimum of four (4) twenty cubic yard compactor truck units and have at least one stand-by unit for emergencies caused by breakdowns or unforeseen additional solid waste. For Secondary Service Requirements, PSI shall provide whatever equipment is necessary to best accomplish the work; preferably dump

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

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

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

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performance of the Contractor's workers in the City. The supervisor shall familiarize himself/herself with the City and the services required under these specifications

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

10. CITY – PSI RELATIONS:

City Manager's Responsibility and Authority: All work shall be done under the general supervision of the City Manager. The City Manager shall decide any and all questions which may arise as to the quality and acceptability of services provided.

Inspection of Work: All materials and each part or detail of the work shall be subject at all times to inspection by the City Manager. Such inspection may include field, or shop inspection, and any equipment used under this Contract is subject to such inspection. The City Manager shall be allowed access to all parts of the work and shall be furnished with such information and assistance by PSI as is required to make a complete and detailed inspection.

Protection of Property: PSI shall not enter upon private property for any purpose without obtaining permission, and it shall be liable for all damage done to water, gas, steam or other pipes, flumes, poles or conduits, or other real or personal property owned by any person or corporation. PSI shall repair or replace, as directed by and to the satisfaction of the City Council and City Manager or his authorized representative, all water, sewer, irrigation, drainage or other pipe, flumes, conduits, hydrants, poles or other property of the City, which may be injured or damaged by reason of the execution of the work done under this contract, or by reason of the negligence or carelessness of PSI, or any of its agents, servants, or employees, and if PSI shall fail or neglect to make such repairs, or to replace the same within ten (10) days after being notified to do so, then the City, by its agents, servants or employees, may make such repairs, replace

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such sewer, irrigation or drainage pipes, flumes, conduits, hydrants, poles, or other property so injured or damaged, and the cost of so doing shall be deducted from any sum or sums due, or to become due to PSI under this Contract.

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

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

    For each complaint of failure to make collection from a customer's container in accordance with the prescribed schedule of collections, when correction of such complaint is not made within 24 hours, the City shall withhold from money due PSI the sum of $15.00 per service. Complaints of this nature will be referred in writing to PSI, who shall remedy the faulty condition within 24 hours after receipt of such notice. PSI will not be required to use a collection unit of the load packer type, but may use a small pick-up truck servicing such complaints.

12. **Possession by City:** In the event that the collection of solid waste shall be interrupted by a labor dispute for more than 72 hours, the City shall have the right to take temporary possession of all facilities and equipment of PSI for the purpose of continuing the service which PSI has agreed to provide in order to preserve and protect the public health and safety. The City shall have the right to retain possession of said facilities and equipment until PSI can demonstrate to the reasonable satisfaction of the City that required service can be resumed by PSI. Should PSI fail to demonstrate within 120 days that required services can be so resumed, this Contract will be rendered void, and the privileges granted by this Contract shall be cancelled and annulled. During any period in which the City has temporarily assumed the obligations of PSI, the City shall be entitled to all revenue. The City shall pay PSI reasonable rental for trucks, equipment and other property used by the City in the performance of this Contract. In the event of such a labor dispute, PSI shall immediately notify the City of the dispute and remain in constant communication with the City.

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

14. **Insurance:** The contractor shall provide the following coverage:

A. **Worker's Compensation Insurance:** The contractor shall procure and maintain during the life of the contract, Worker's Compensation Insurance, including Employer Liability Coverage, in accordance with all applicable statutes of the State of Idaho. In the event that any of the contract work is sublet, the contractor shall require the subcontractor to provide insurance for

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all the subcontractor's employees engaged in such work unless such employees are covered by the protection afforded by the contractor's insurance.

B. **Commercial General Liability:** The contractor shall procure and maintain during the life of the contract, Commercial General Liability on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence and/or aggregate, combined single limit for Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Completed Operations Liability; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions.

C. **Motor Vehicle Liability:** The contractor shall procure and maintain during the life of the contract, Motor Vehicle Liability insurance with limits of liability of not less than $1,000,000 per occurrence, and/or aggregate, combined single limit for personal injury, bodily injury, and property damage.

D. **Additional Insured:** The Commercial General Liability and Motor Vehicle Liability policies shall include an endorsement stating the following: *It is understood and agreed that the following shall be Additional Insured: The City of Twin Falls and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing or excess.*

E. **Cancellation Notice:** The Worker's Compensation, Commercial General Liability, and Motor Vehicle Liability policies shall include an endorsement stating the following: *It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change will be mailed to:*

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

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

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

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The Contractor will provide a Certificate of Insurance covering sudden and accidental environmental impairment in the amount of one million dollars ($1,000,000.00).

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

17. **Warning Signs and Barricades:** PSI shall provide adequate signs, barricades, red lights and watchmen and take all necessary precautions for the protection of the work and the safety of the public. If used all barricades and obstructions shall be protected at night by signal lights which shall be kept burning from sunset to sunrise. All PSI equipment shall be readily identifiable by the Public.

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

19. **City's Right to Terminate Contract:** If PSI defaults in the performance of any of the covenants of this Contract, City ordinances, reasonable rules and regulations as might be set forth by the City Council from time to time, health or environmental regulations of the state of Idaho or declares bankruptcy, the City shall give PSI fifteen (15) days written notice from the date of default or City's reasonable discovery of default setting the default, and if PSI fails, neglects, or refuses for a period of more than fifteen (15) days after receiving said notice to correct the default, then the City without further notice may revoke the Contract and thereby render it null and void. In the event of the termination of this Contract for breach or default by PSI, the City at its option can purchase such trucks, equipment, and other property used by PSI in the performance of this Contract for a value to be determined by appraisal. The City shall appoint one appraiser, PSI shall appoint one appraiser, and these two shall appoint a third. The decision of the three appraisers, thus appointed, as to the reasonable purchase value of such property and equipment shall be binding on both parties. The amount so determined shall be paid by the City to PSI in three equal yearly installments, the first installment to be made on April 1st of the next ensuing calendar year and the subsequent payments on April 1st of the two succeeding years until the entire amount is paid in full. It is further understood that upon purchase of the trucks, equipment, and other property that the City will have released PSI of all further obligations under the Contract.

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20. **PSI's Right to Suspend Work or Terminate Contract:** PSI may suspend work or terminate the Contract upon fifteen (15) days written notice sent by certified mail with return receipt to the City and the City Manager, for any of the following reasons:

A. If an order of any court, or other public authority caused the work to be stopped or suspended for a period of ninety (90) days through no act or fault of PSI or his employees.

B. If the City should fail to act upon request for payment within ten (10) days after the 10th of the month following presentation of the request.

21. **Assignment:** Neither PSI nor the City shall subcontract, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, or its obligations there under, without written consent of the other party.

22. **Waiver:** Failure of either party to exercise the rights upon any default of the other shall not be construed as the waiver of the right to insist upon full performance of all the terms and conditions of this Contract, or exercising any other rights contained in this Contract.

23. **Amendments:** This Contract may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement duly executed by the parties hereto.

24. **Attorney's Fees:** In any controversy relating to this Contract, the prevailing party shall be awarded its attorney fees and costs (including, but not limited to, the costs for arbitrator(s) and expert witnesses) in any proceeding brought in a court of law and/or arbitration, including any bankruptcy or appeal proceeding.

25. **Notices:** Notices or communications herein required or permitted shall be in writing and given to the respective party by registered or certified mail or by hand delivery (said notice being deemed given and received as of the date of mailing or delivery) at the following addresses unless either party shall otherwise designate its new address by written notice:

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

PSI	CITY
	CITY OF TWIN FALLS, IDAHO
BY [signature]	BY [signature]
Title: Site Manager	MAYOR
	P.O.Box 1907
	Twin Falls, ID 83303-1907

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CITY OF TWIN FALLS
PEOPLE SERVING PEOPLE

P.O. Box 1907 321 Second Avenue East Twin Falls, Idaho 83303-1907 Fax: (208) 736-2296

OFFICE OF THE CITY MANAGER *208-735-7271*

August 15, 2012

PSI Environmental Systems, Inc.
Mr. Josh Brown, Manager
222 Gem Street
Twin Falls, Idaho 83301

Re: Written Request for Change of Service per Residential Solid Waste Collection and Recycling Agreement

Dear Josh:

Greetings! I hope this finds you well. The purpose of my letter is to respectfully request the City of Twin Falls be allowed to modify the level of service provided by PSI Environmental Systems, Inc. in the collection of solid waste and recyclables.

The City of Twin Falls would request the City be able to modify the current level of service and remove the incentive-based portion of the City's curbside, incentive-based recycling program effective October 1, 2012. Section 5 of the Agreement states, "The City Council, after providing PSI 180 day notice, shall have the right to amend the level of service provided for in this contract." At the August 13, 2012 City Council meeting, you indicated PSI would be flexible and accept a shorter notice period, specifically thirty days.

The City also recognizes that $0.17 of the $1.00 cost of the program was used to off-set your initial costs associated with implementing the program. The City Council has agreed to continue to pay that portion of the fee.

Please let me know if you have any questions. Thank you!

Sincerely,

Travis Rothweiler
City Manager
City of Twin Falls, Idaho

cc: Twin Falls City Council Members

MONDAY May 11, 2015

To: Honorable Mayor and City Council

From: Melinda Anderson, Economic Development Director

Request:

Update on Main Avenue Redesign progress with a focus on Main Avenue parking configurations by Mandi Roberts, Otak with support from Jackie Fields, City Engineer and Melinda Anderson.

Time Estimate:

The presentation will take approximately 30 minutes with additional time for questions.

Background:

Mandi Roberts will provide an update to Council regarding progress on the Main Avenue Redesign project with a focus on parking. Attached is an analysis of current parking configurations and ideas for discussion purposes only for possible future parking configurations.

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Process:

No approvals are requested.

Budget Impact:

No impact to the City budget.

Regulatory Impact:

None.

Conclusion:

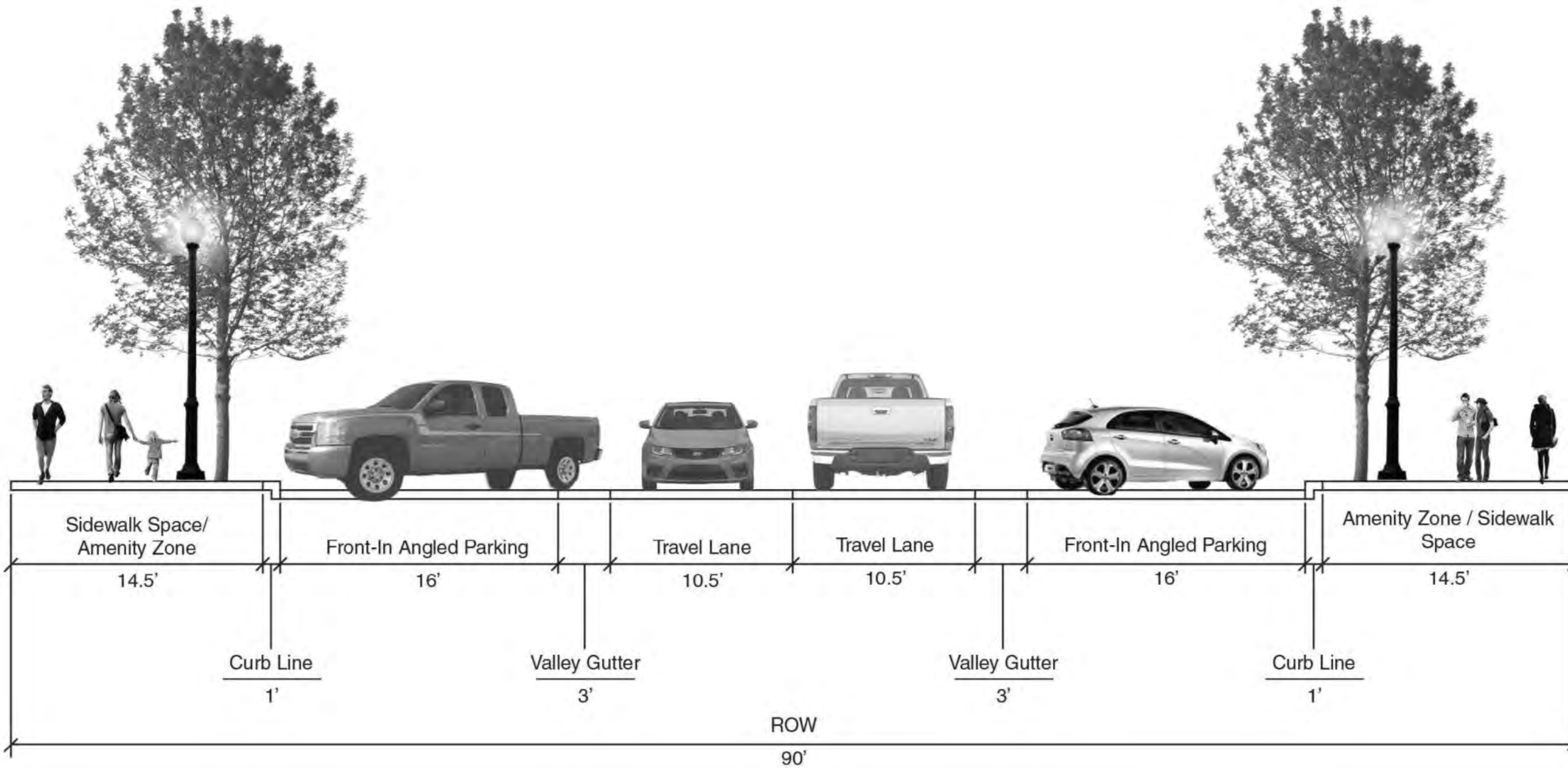
None.

Attachments:

Main Avenue Cross Section Analysis

Street Cross Section Analysis

CURRENT CONDITION WITH FRONT-IN ANGLE PARKING BOTH SIDES



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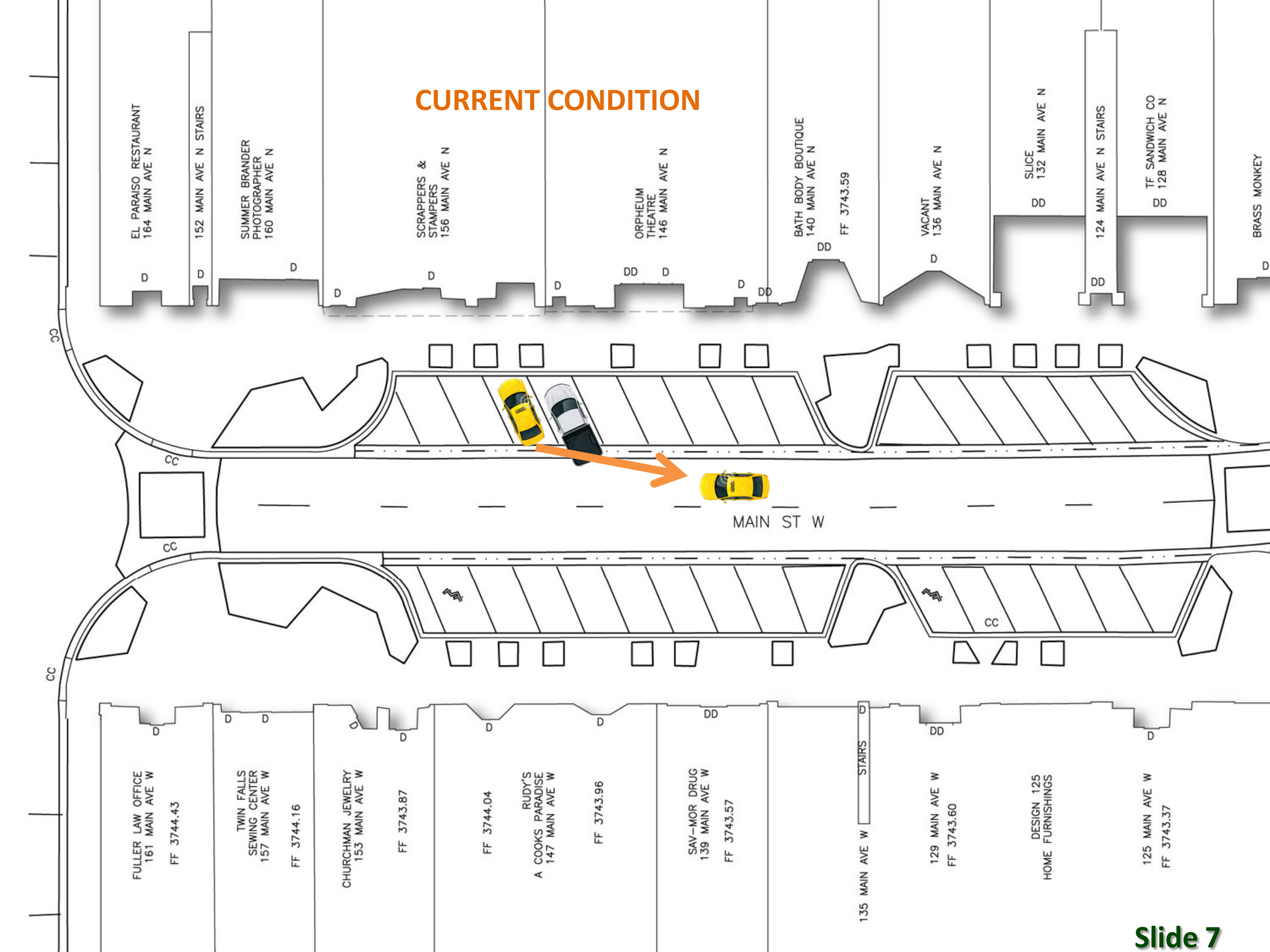

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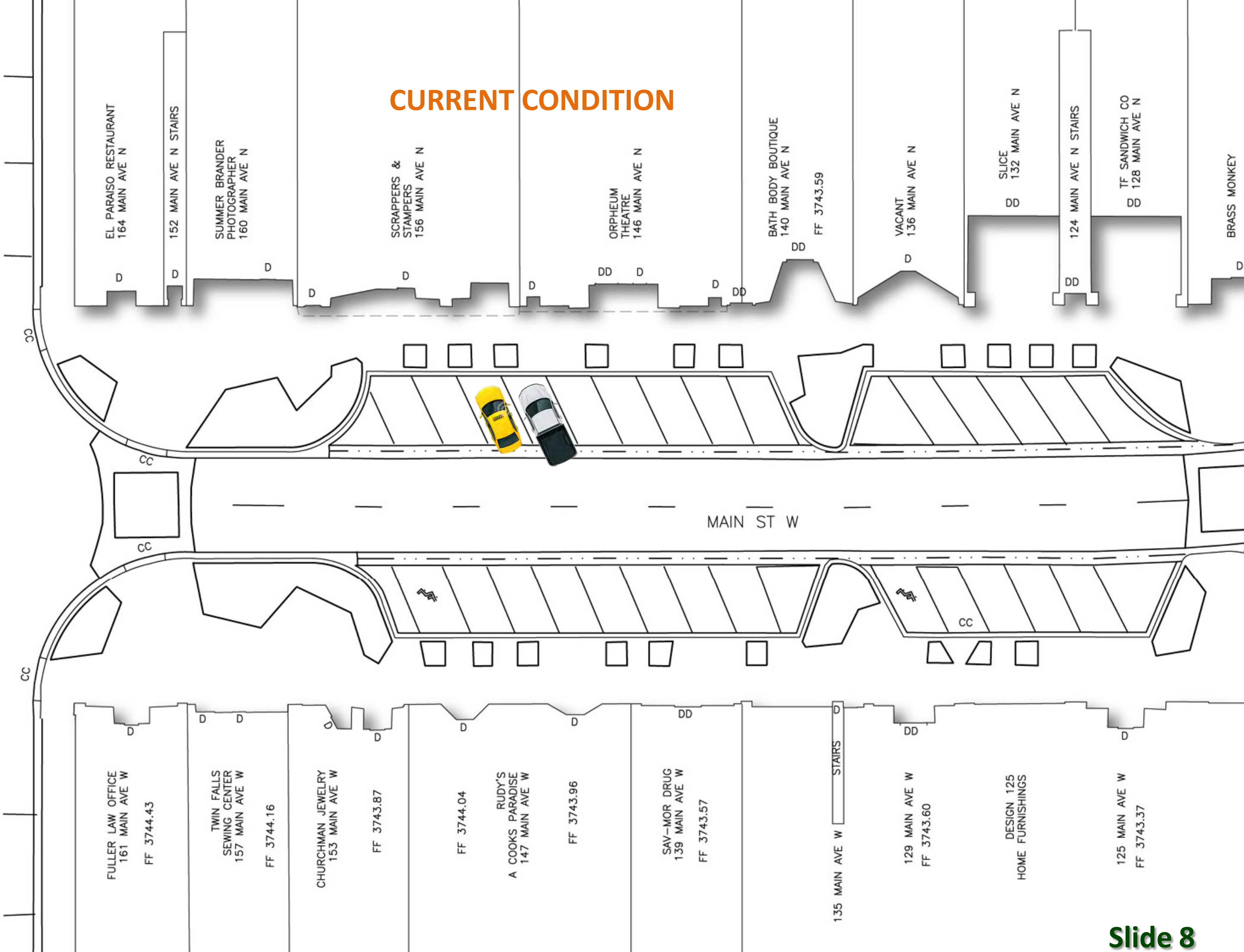

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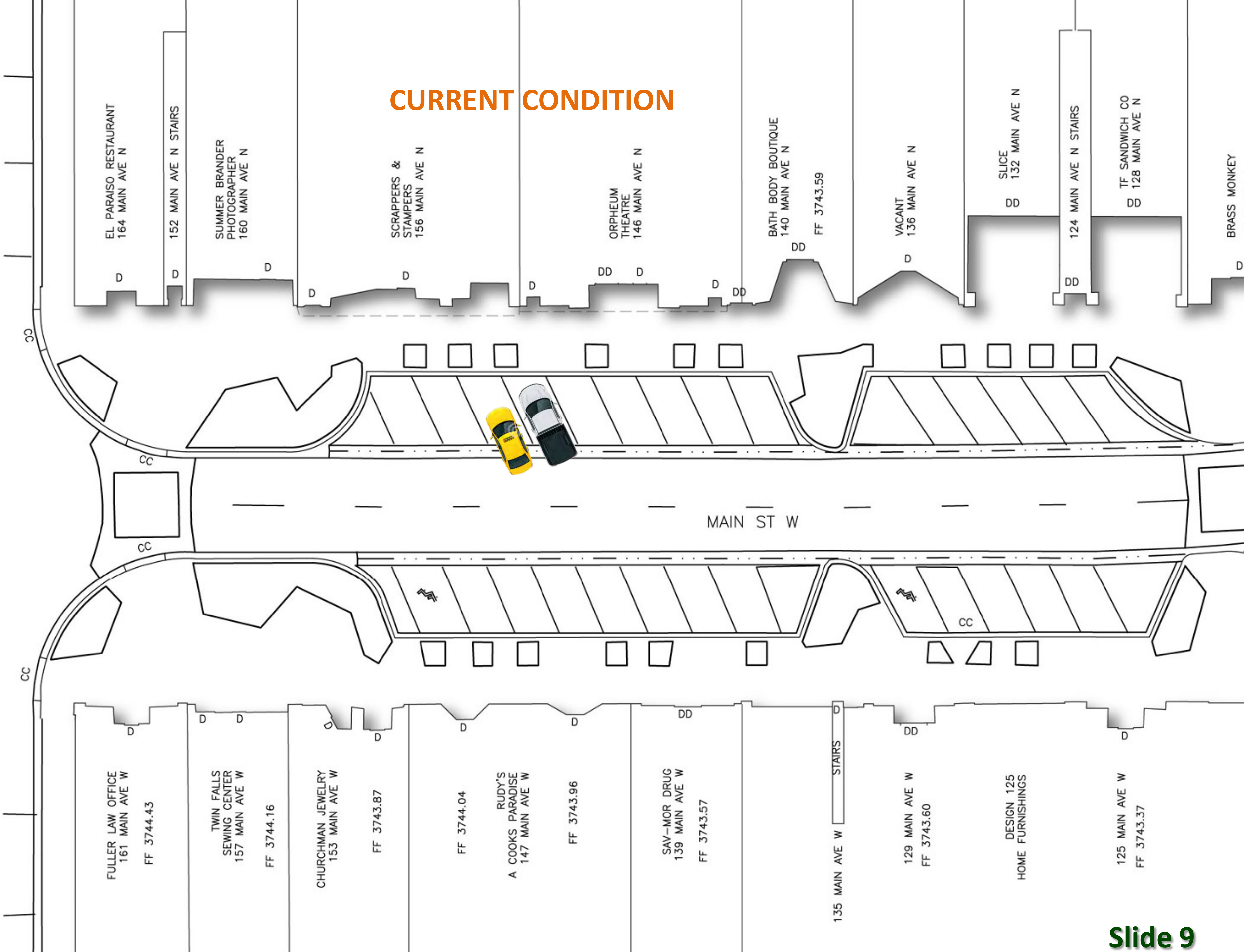
CURRENT CONDITION



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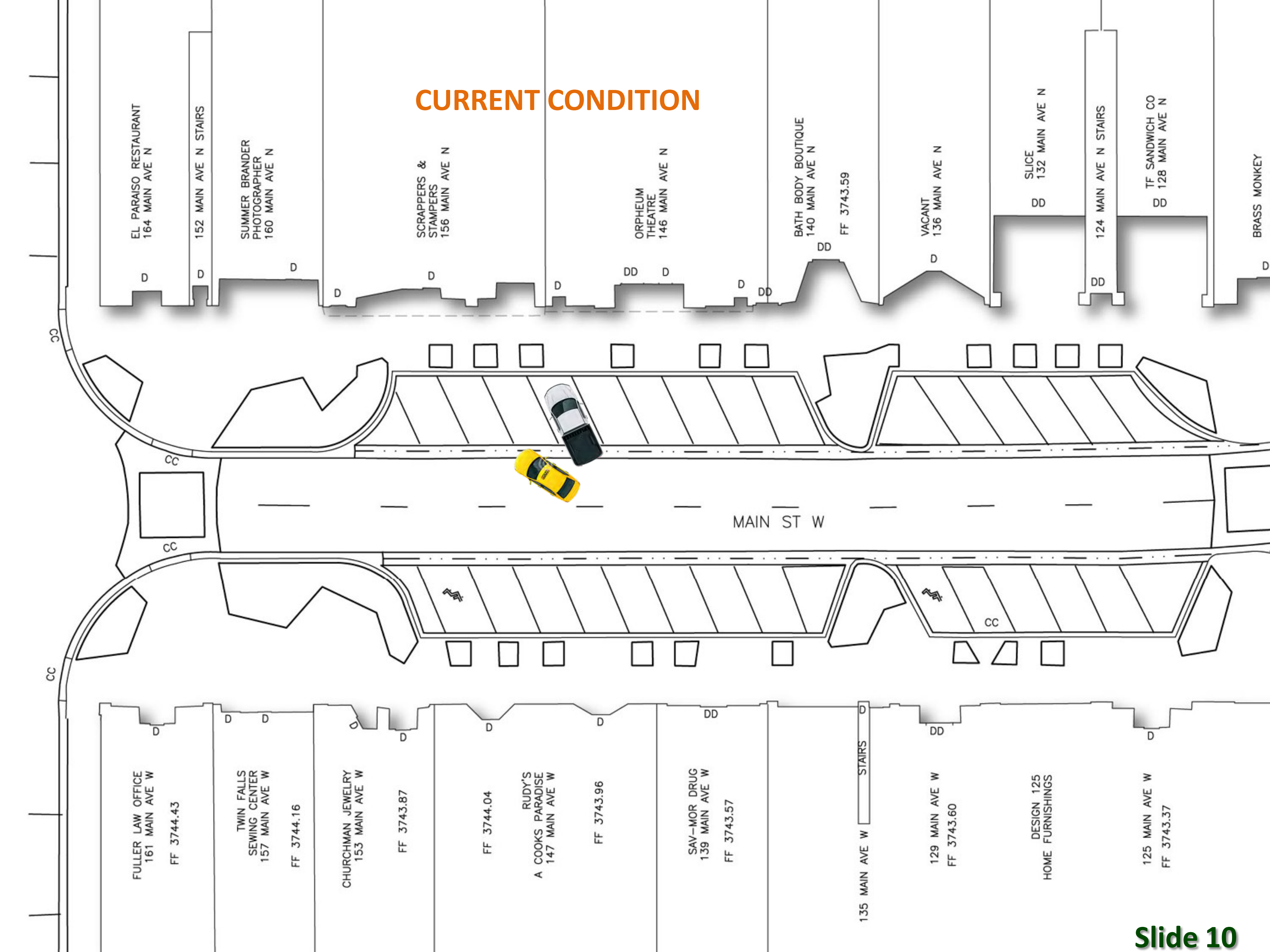
CURRENT CONDITION



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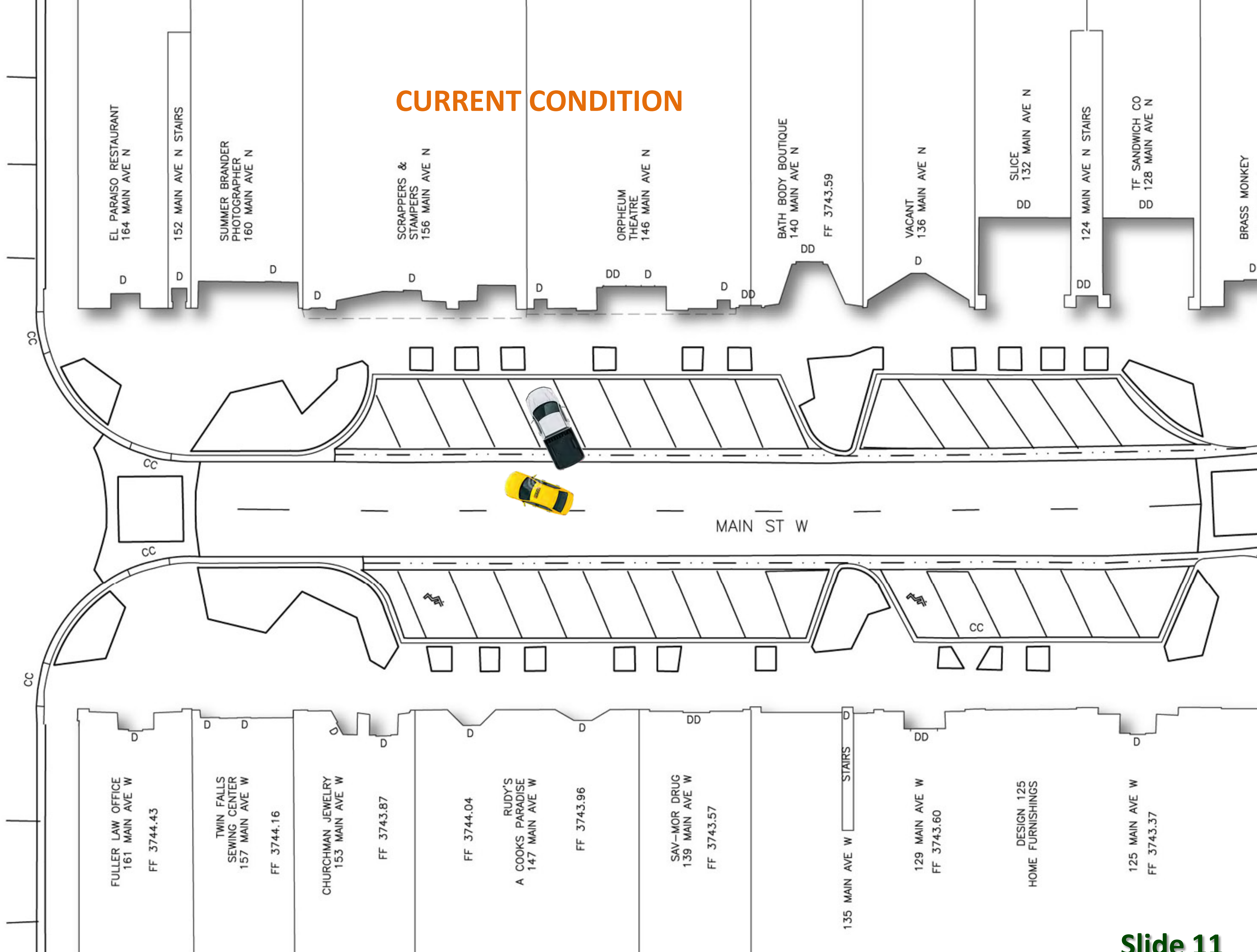

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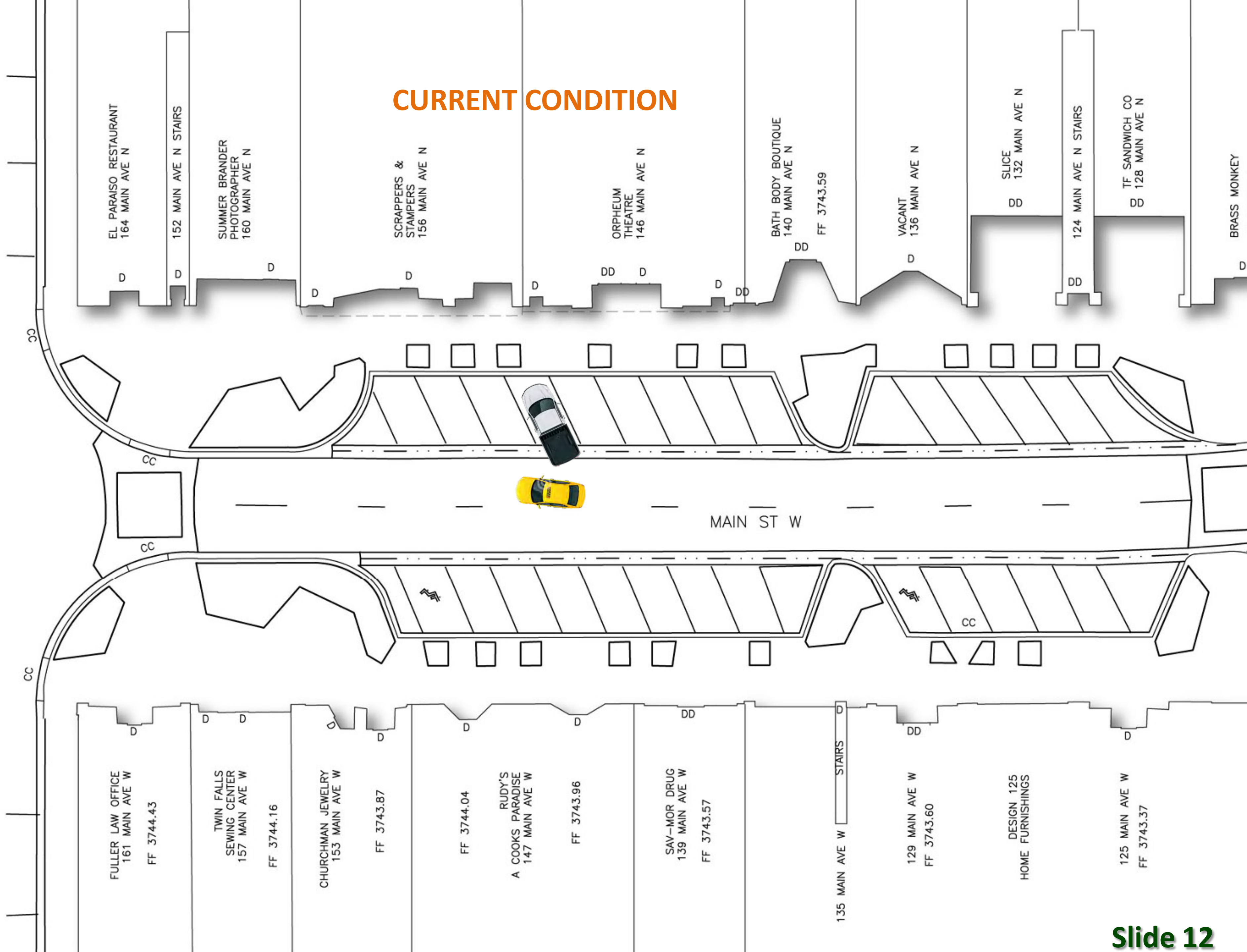
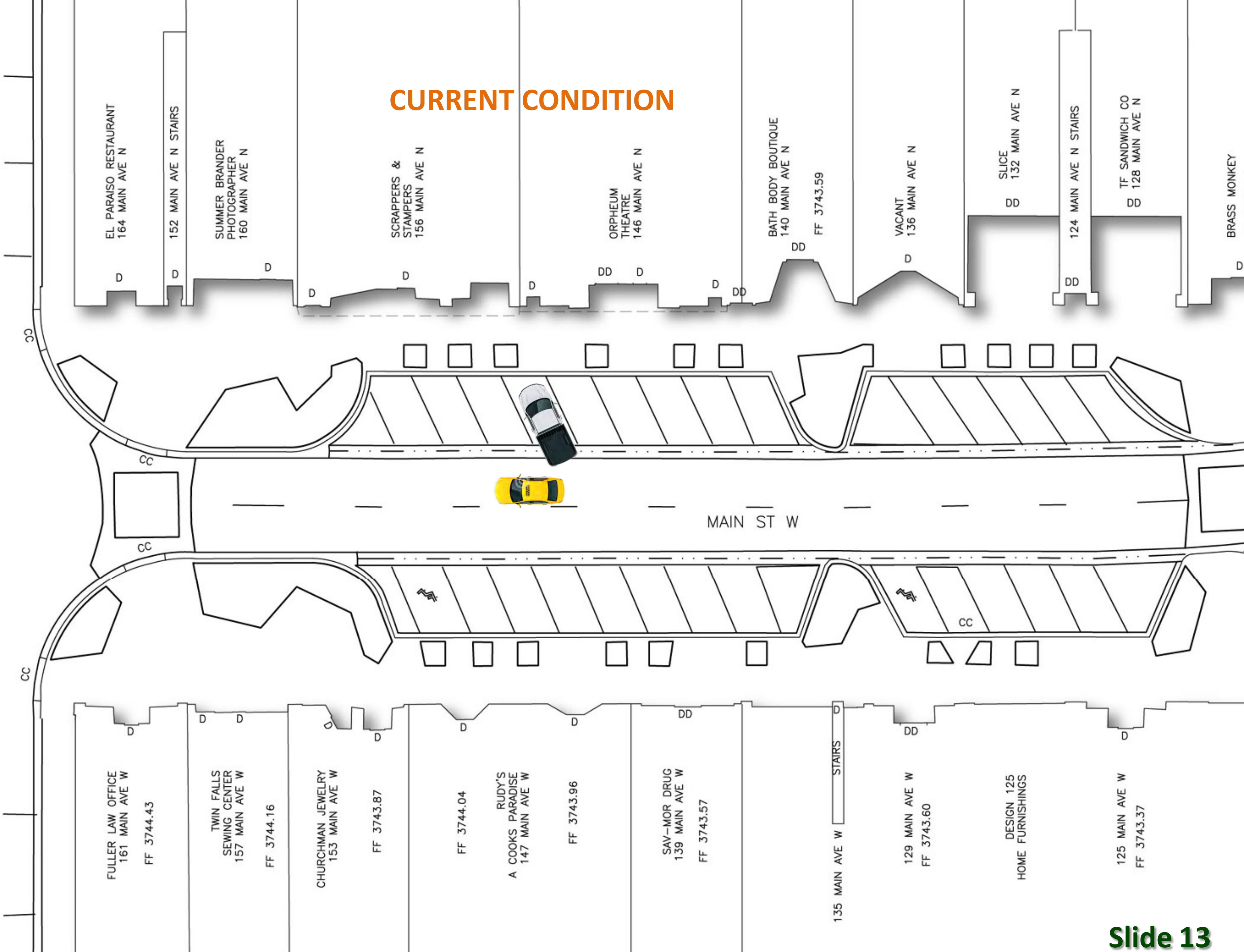
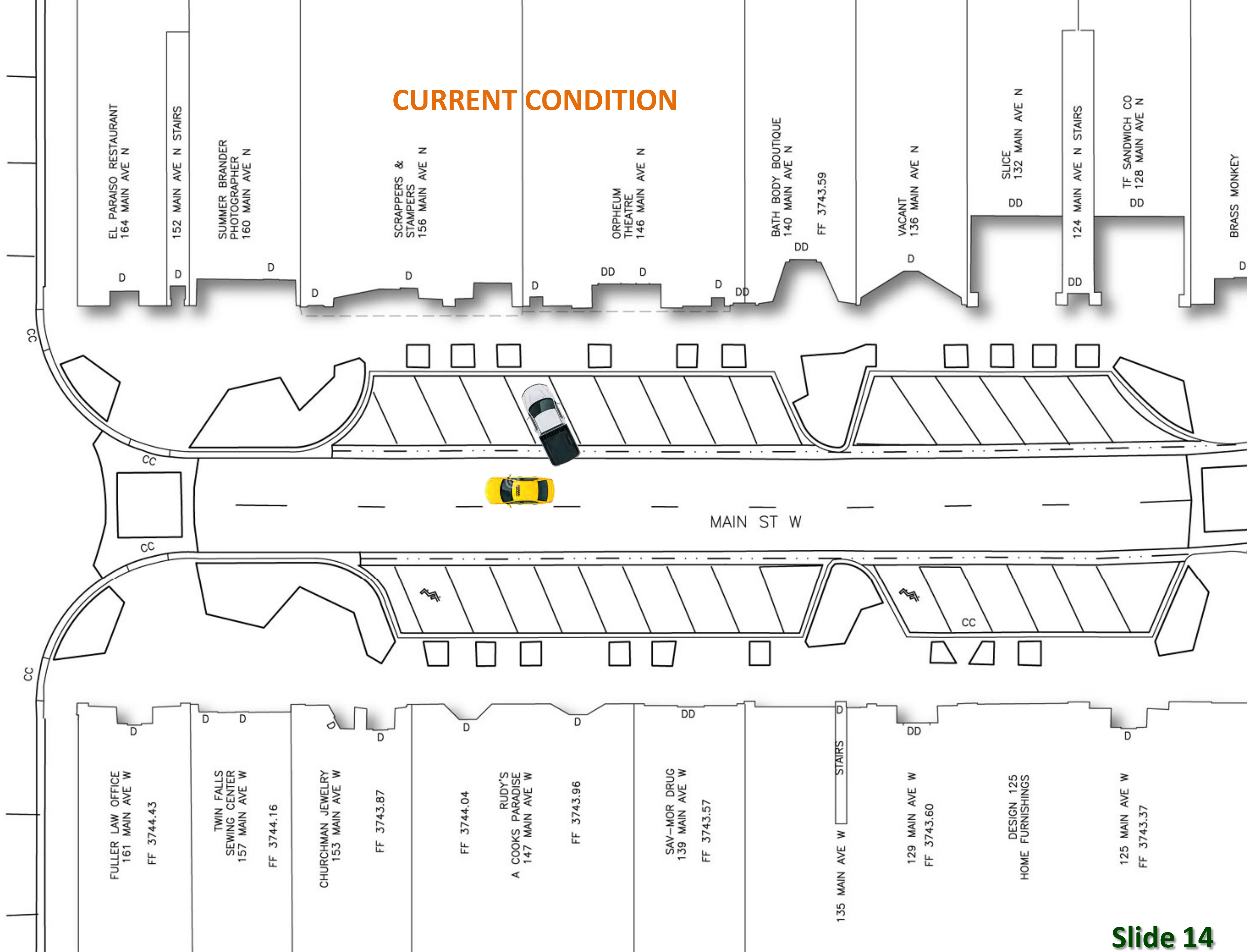


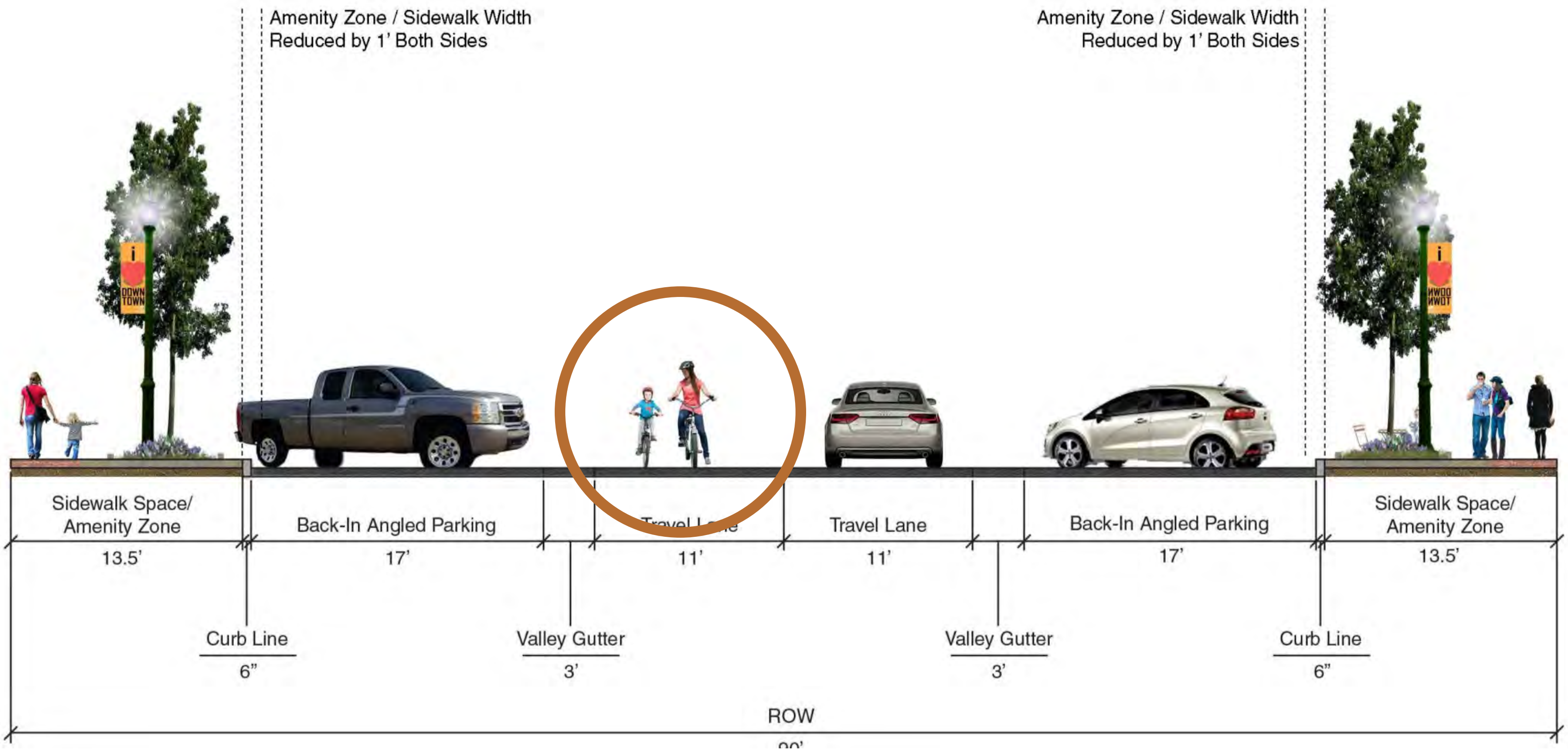
CURRENT CONDITION



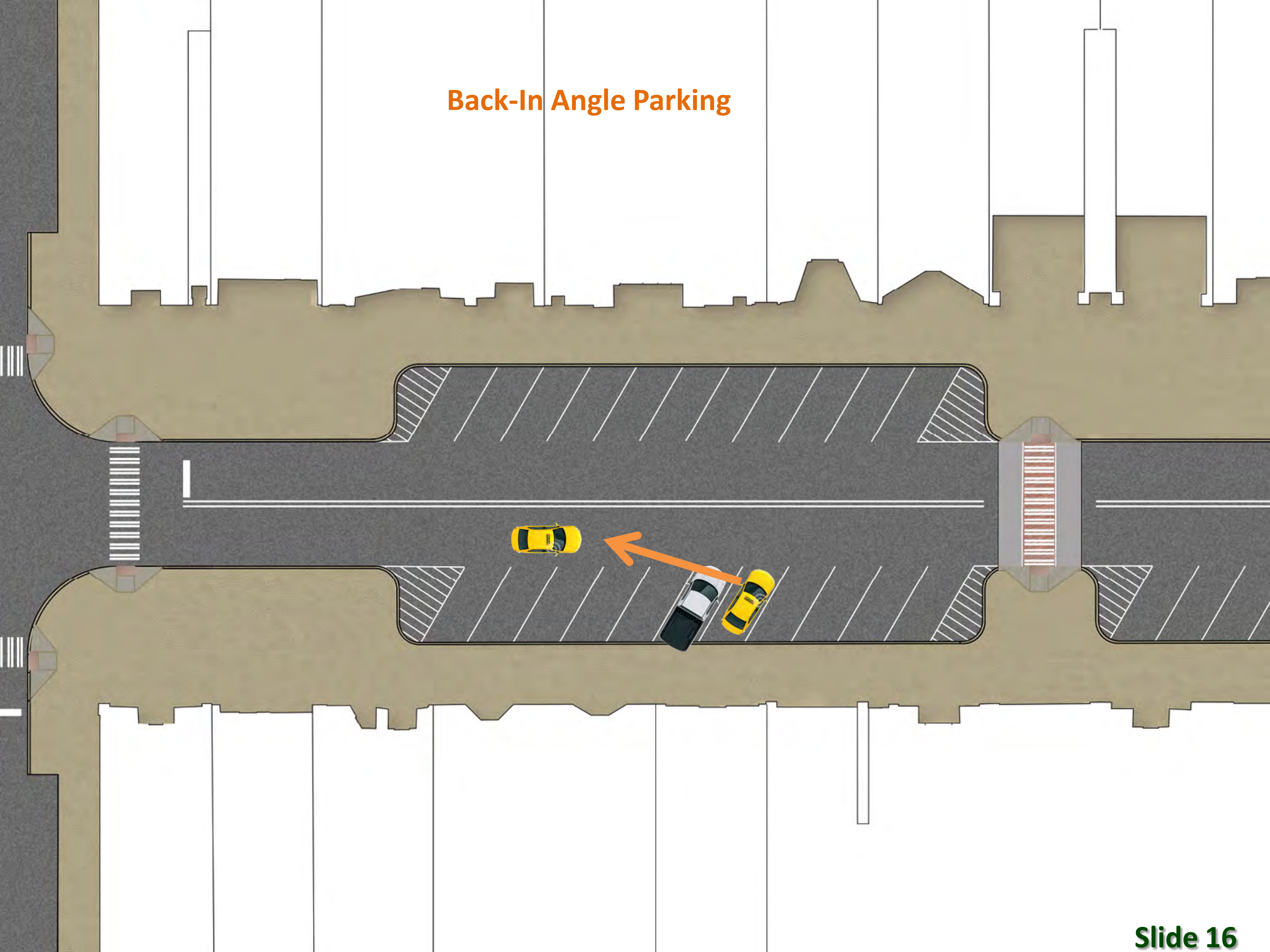
CURRENT CONDITION

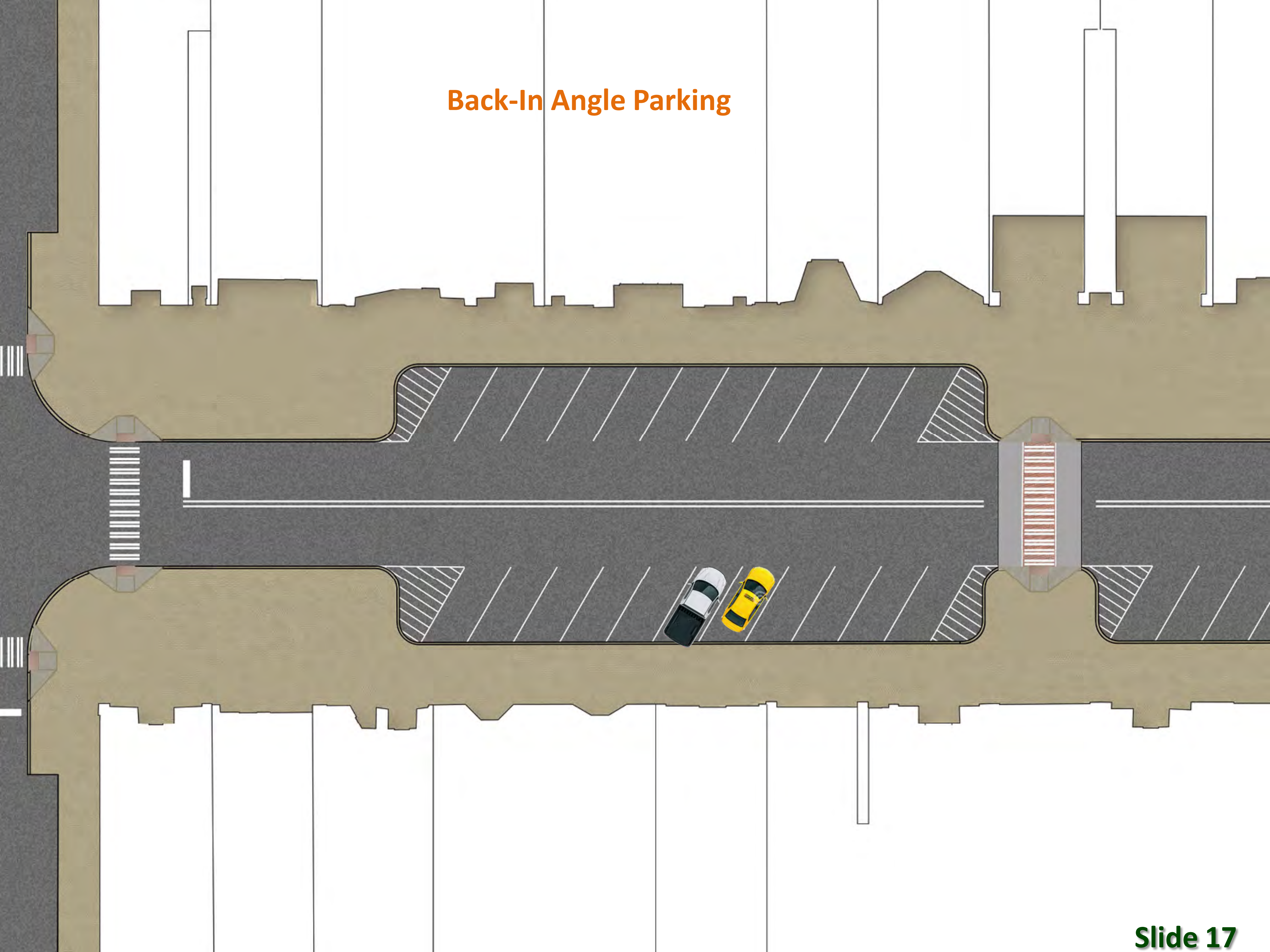


CROSS SECTION DIMENSIONS WITH BACK-IN ANGLE PARKING BOTH SIDES

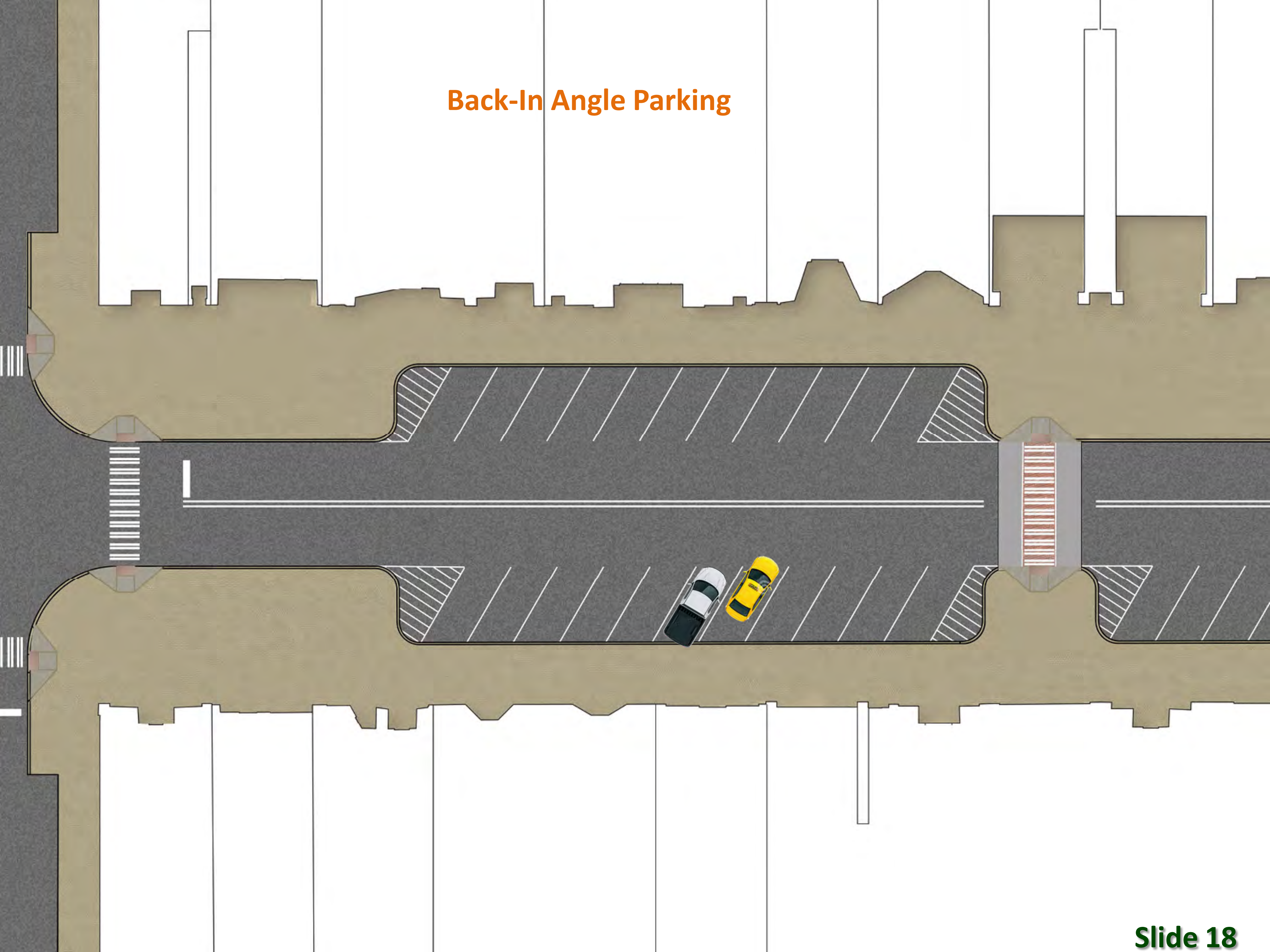


Back-In Angle Parking




Back-In Angle Parking

Back-In Angle Parking



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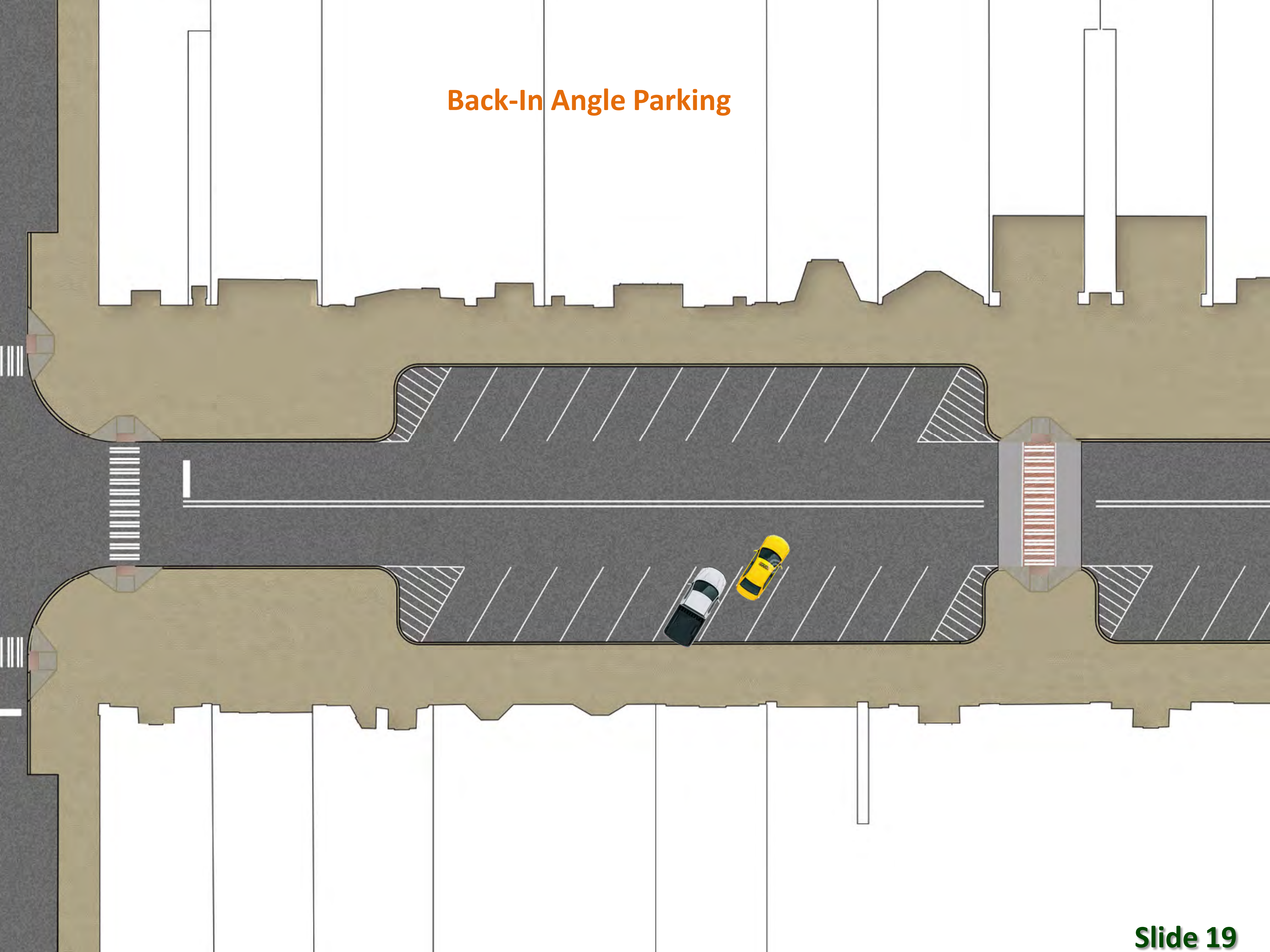

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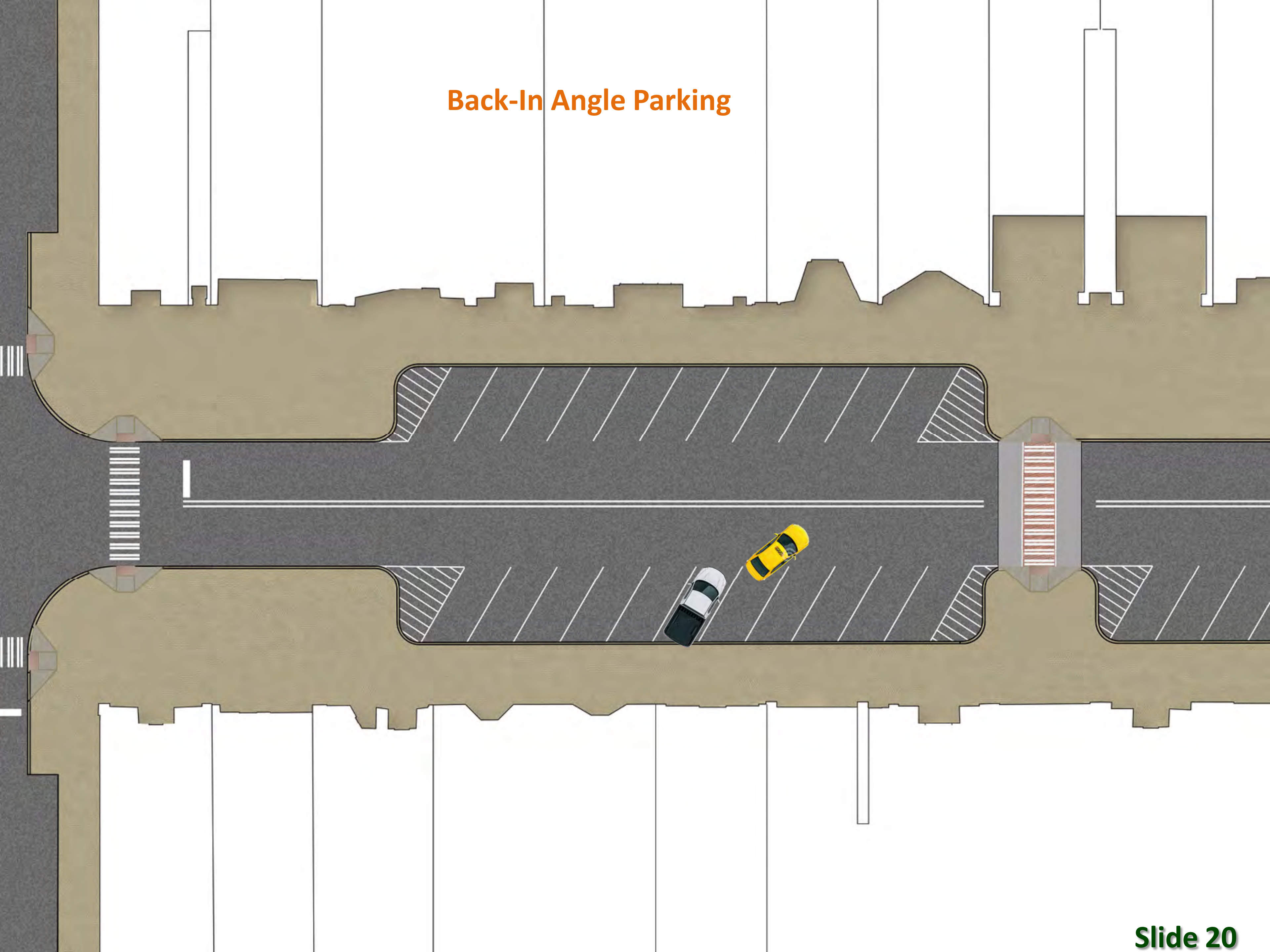

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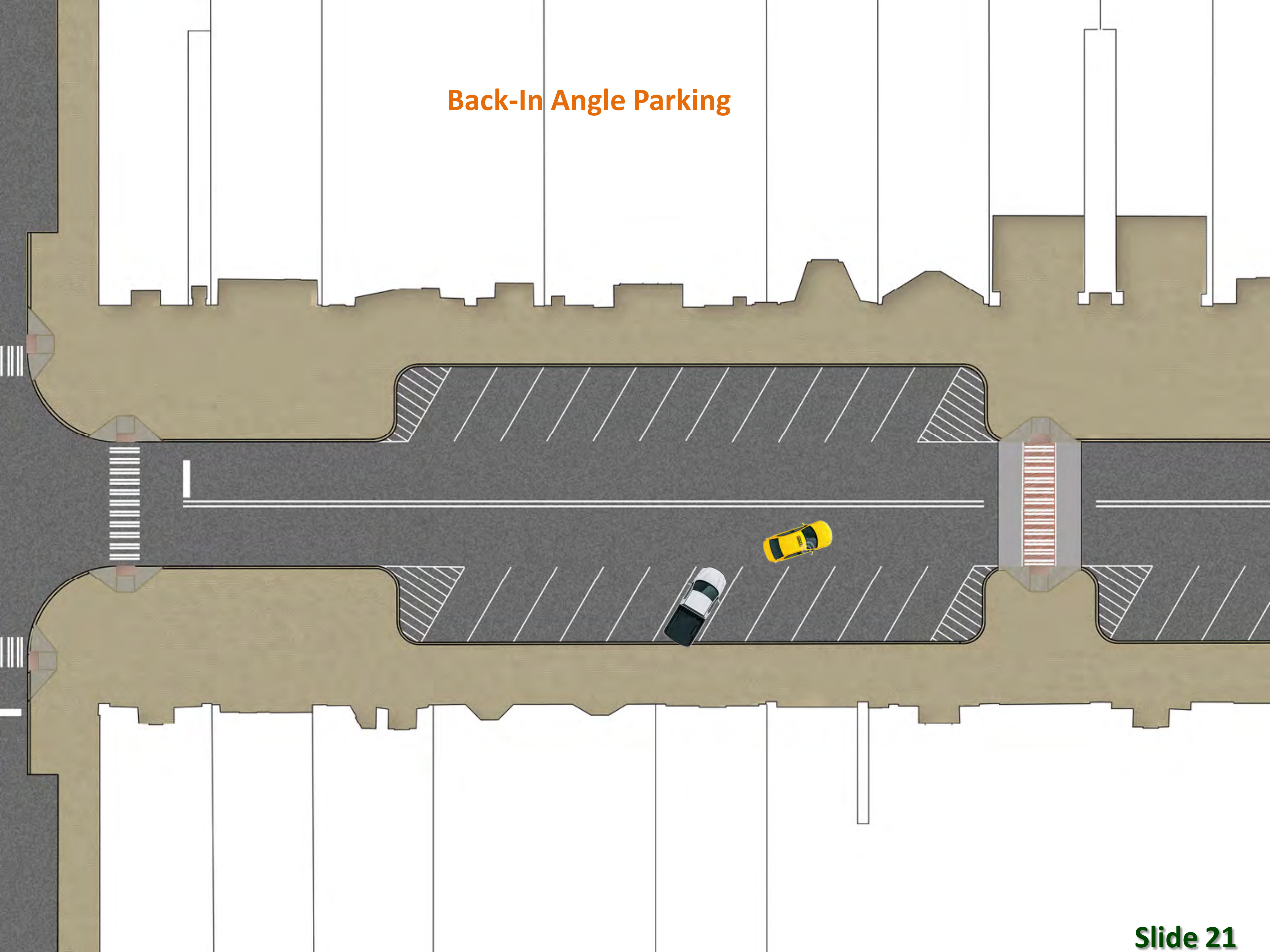

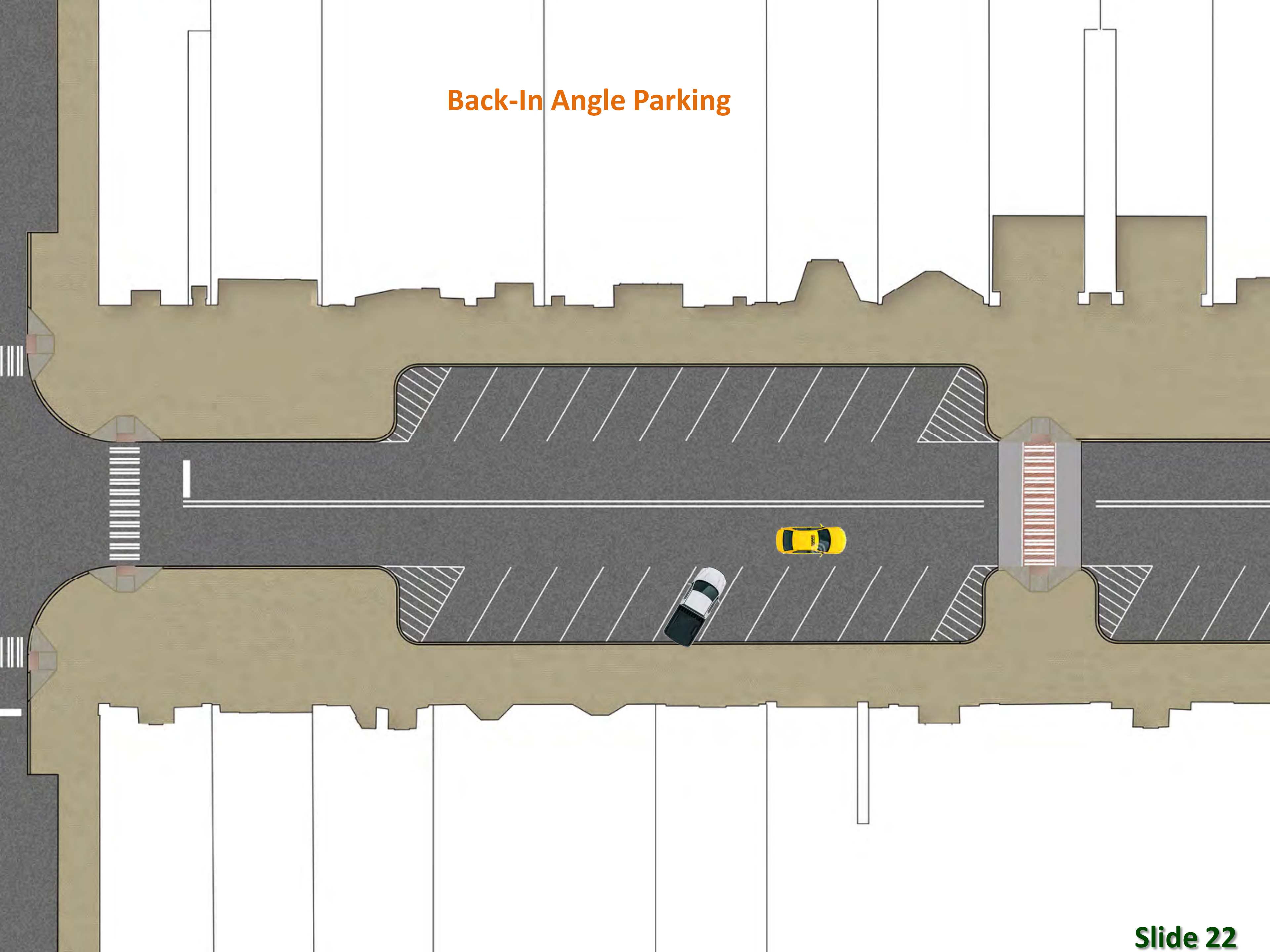
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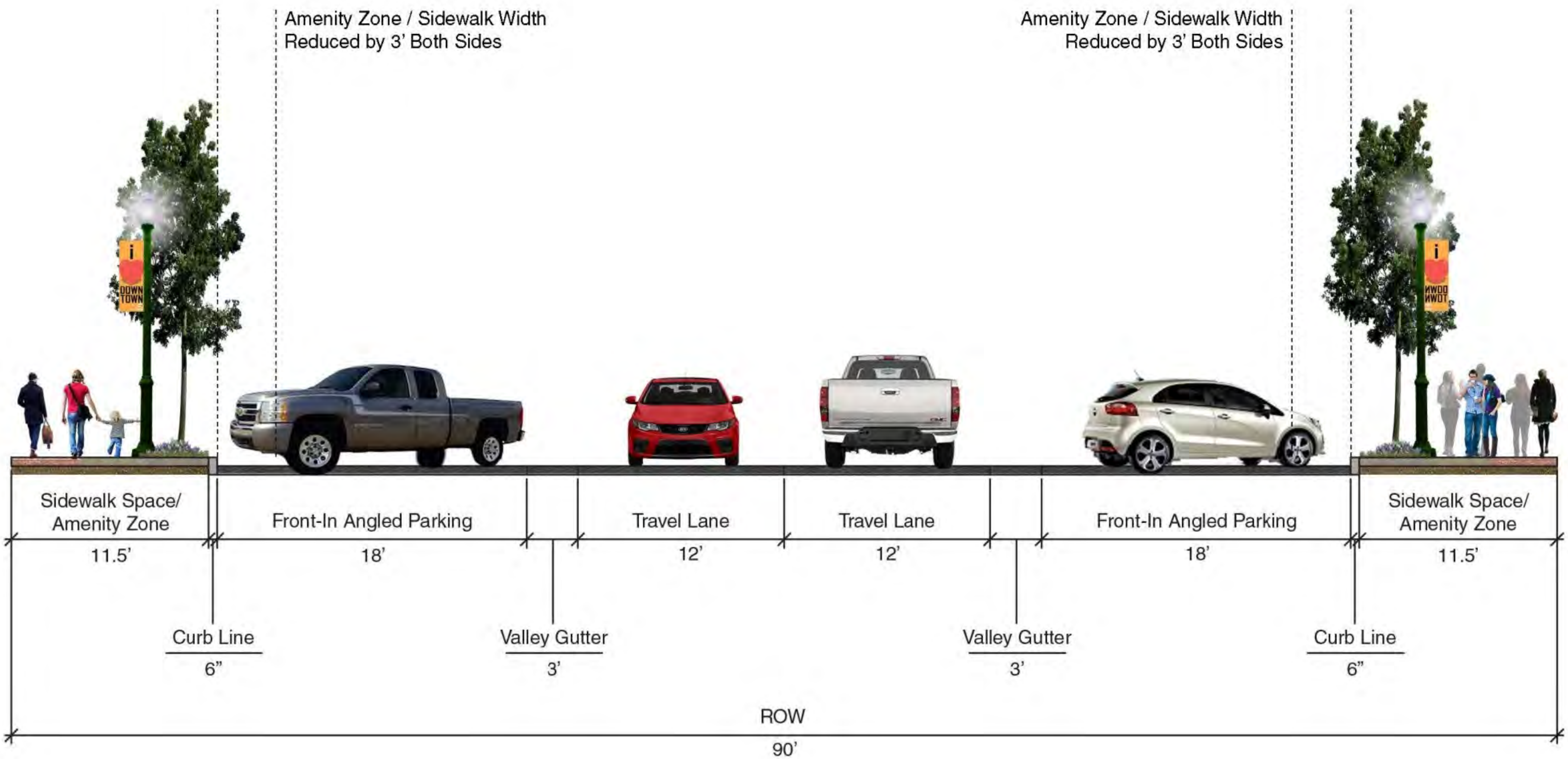
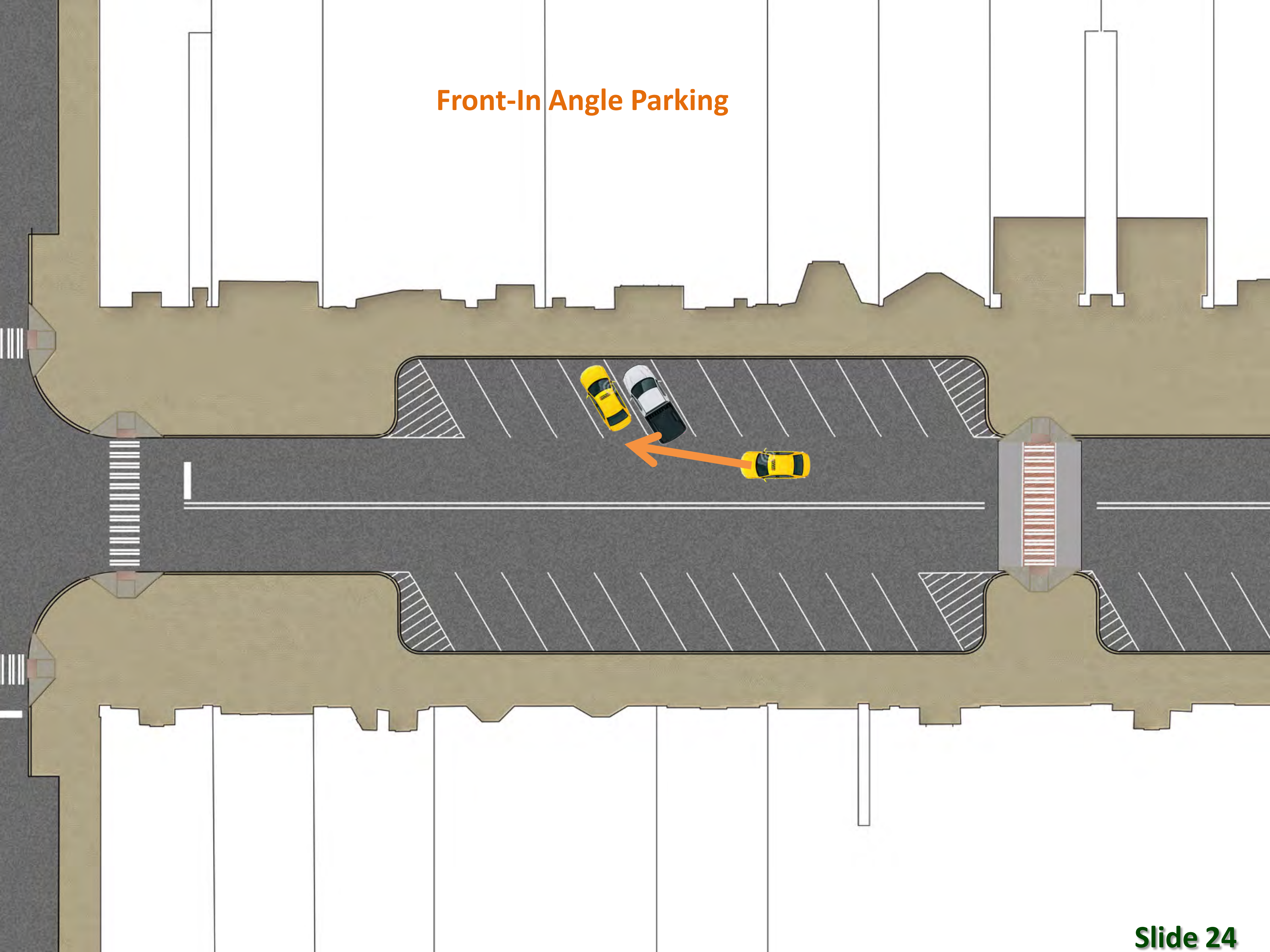
CROSS SECTION DIMENSIONS WITH FRONT-IN ANGLE PARKING BOTH SIDES

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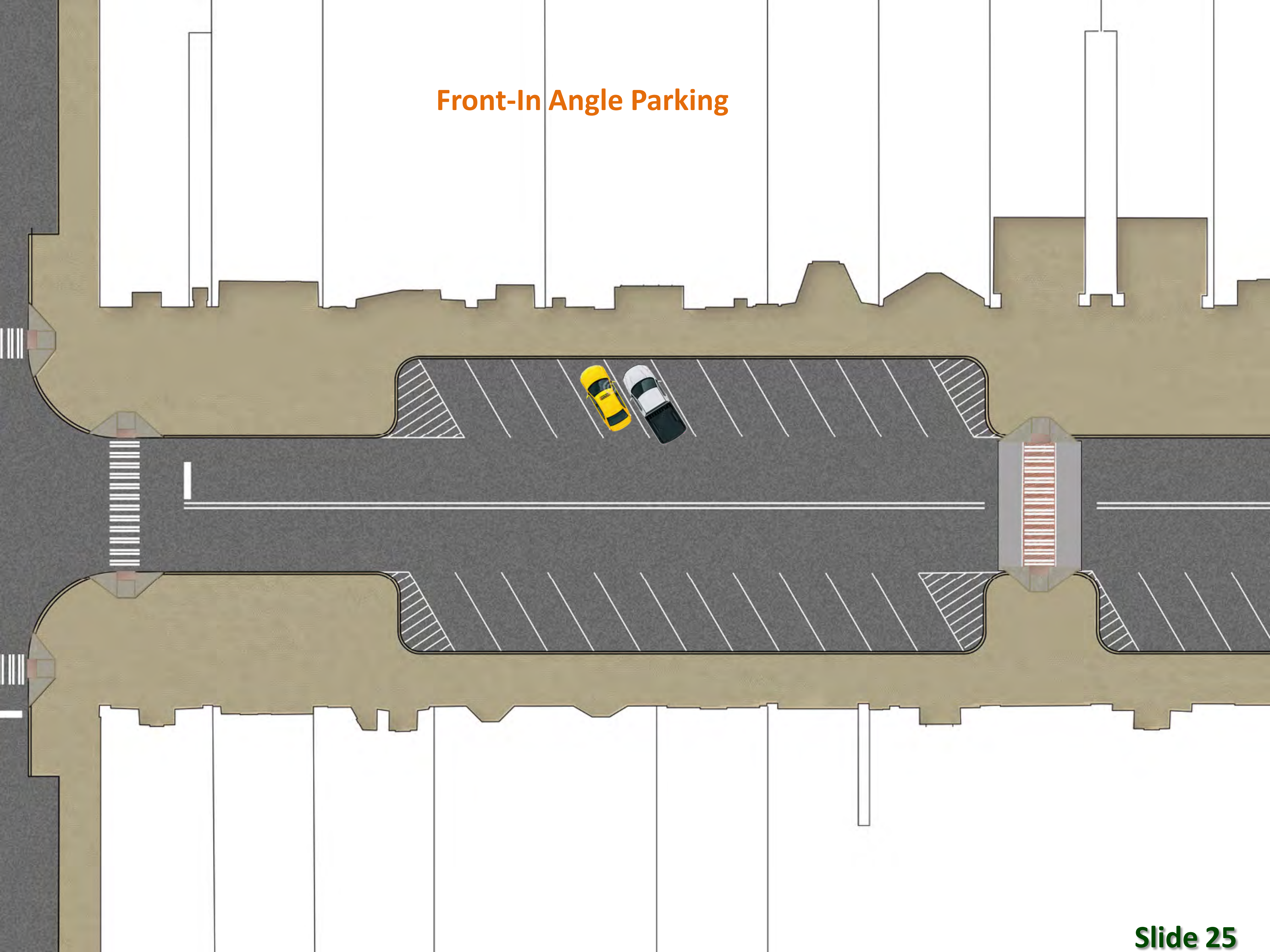

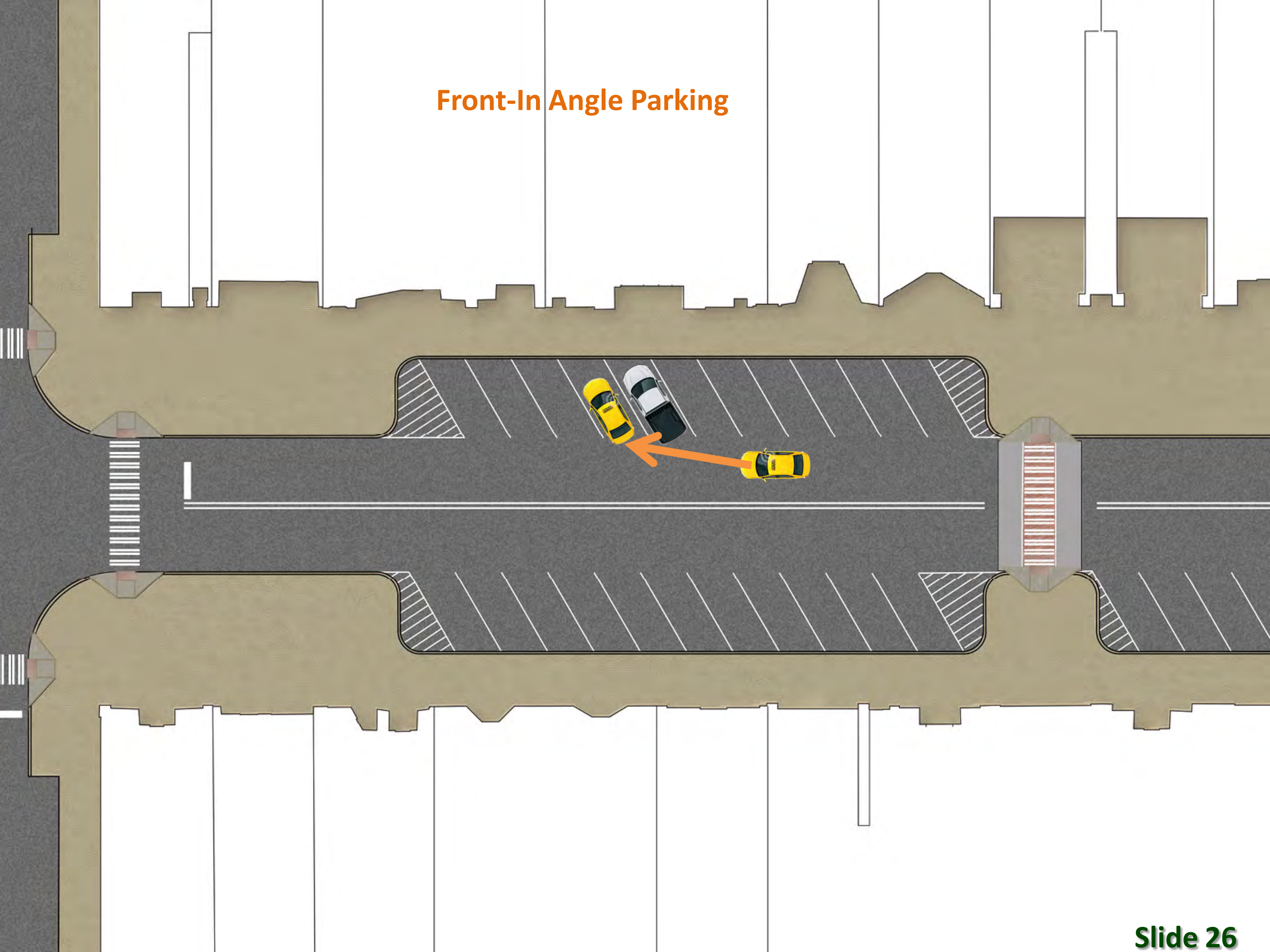
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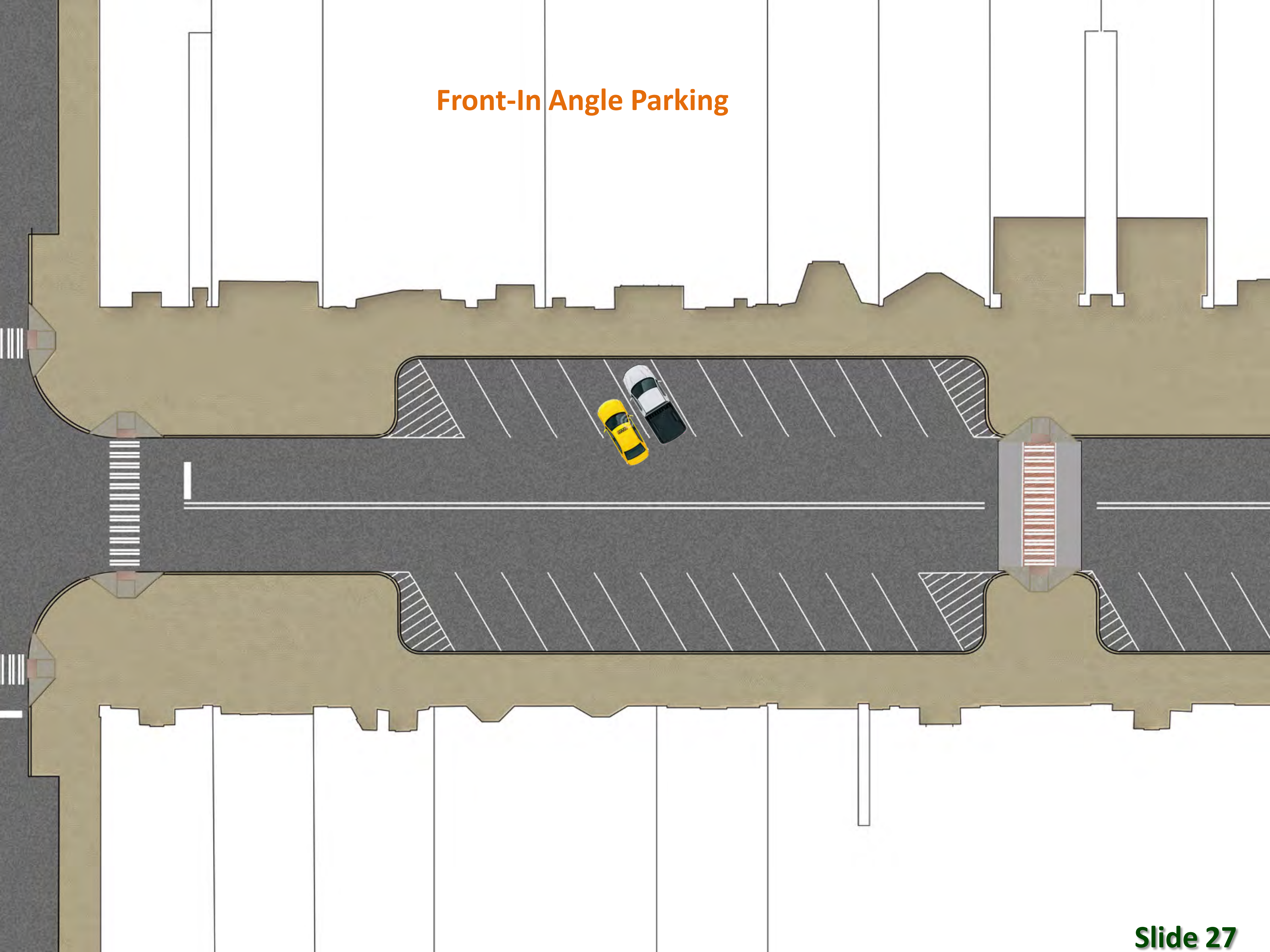

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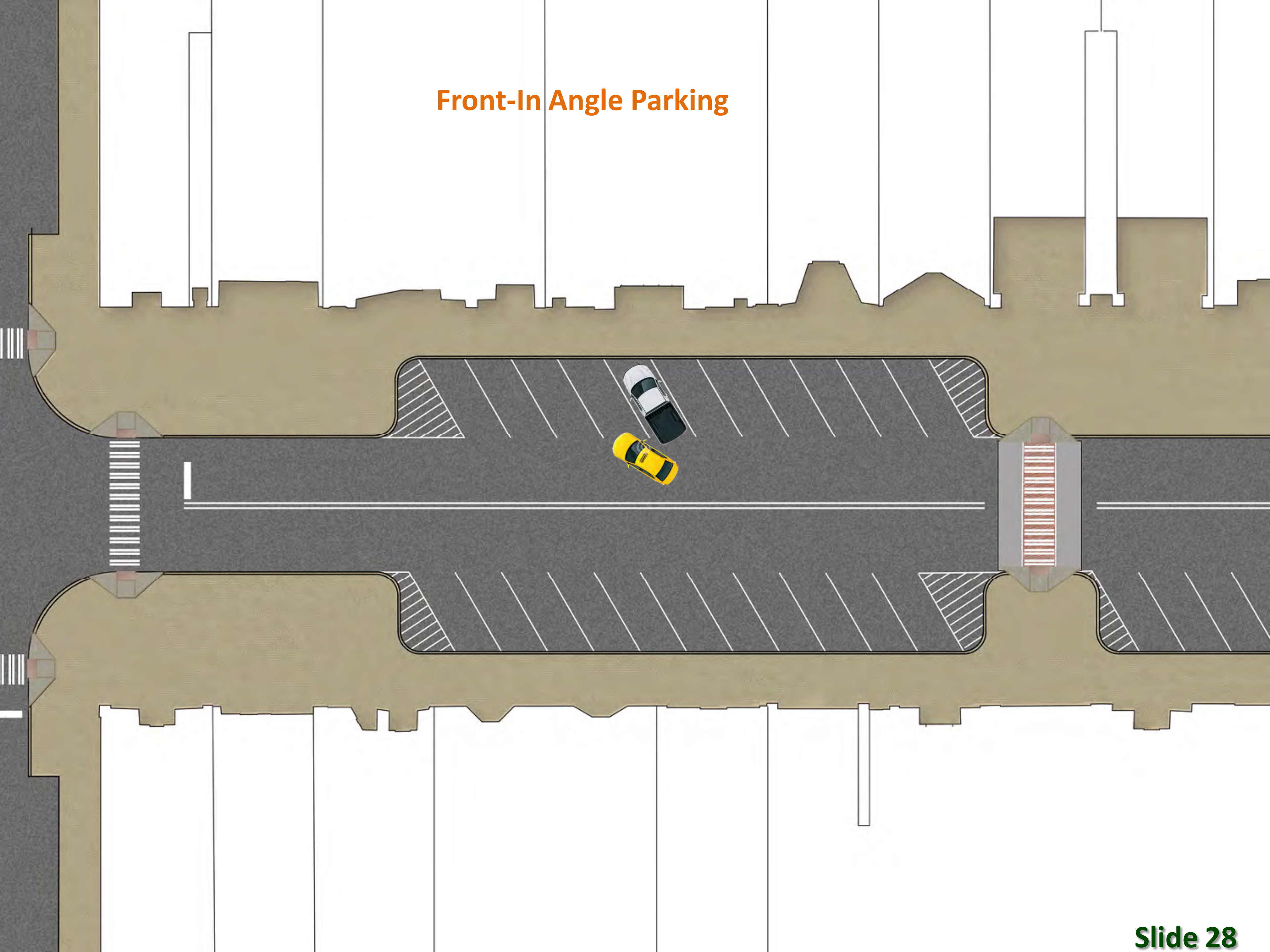

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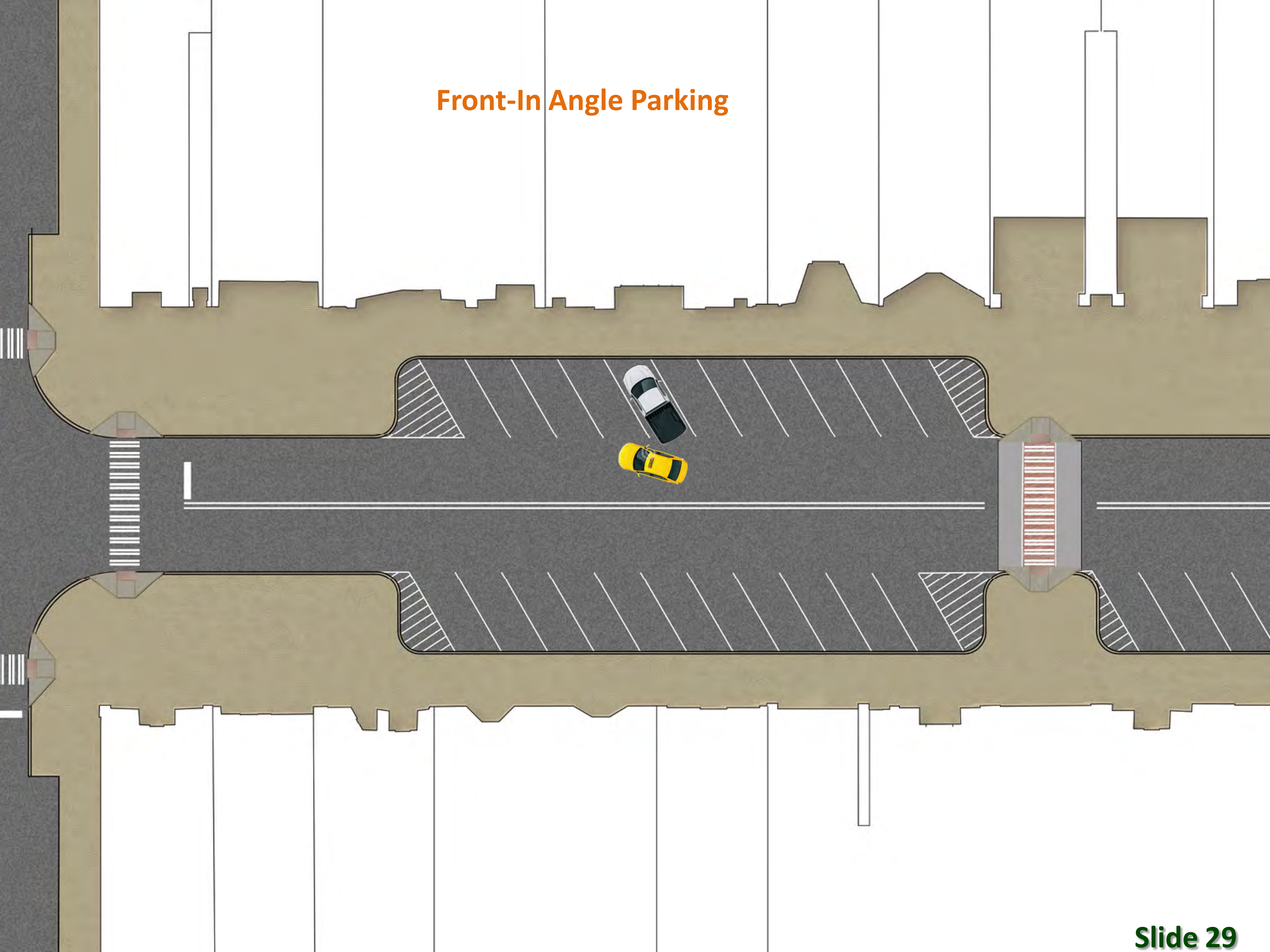

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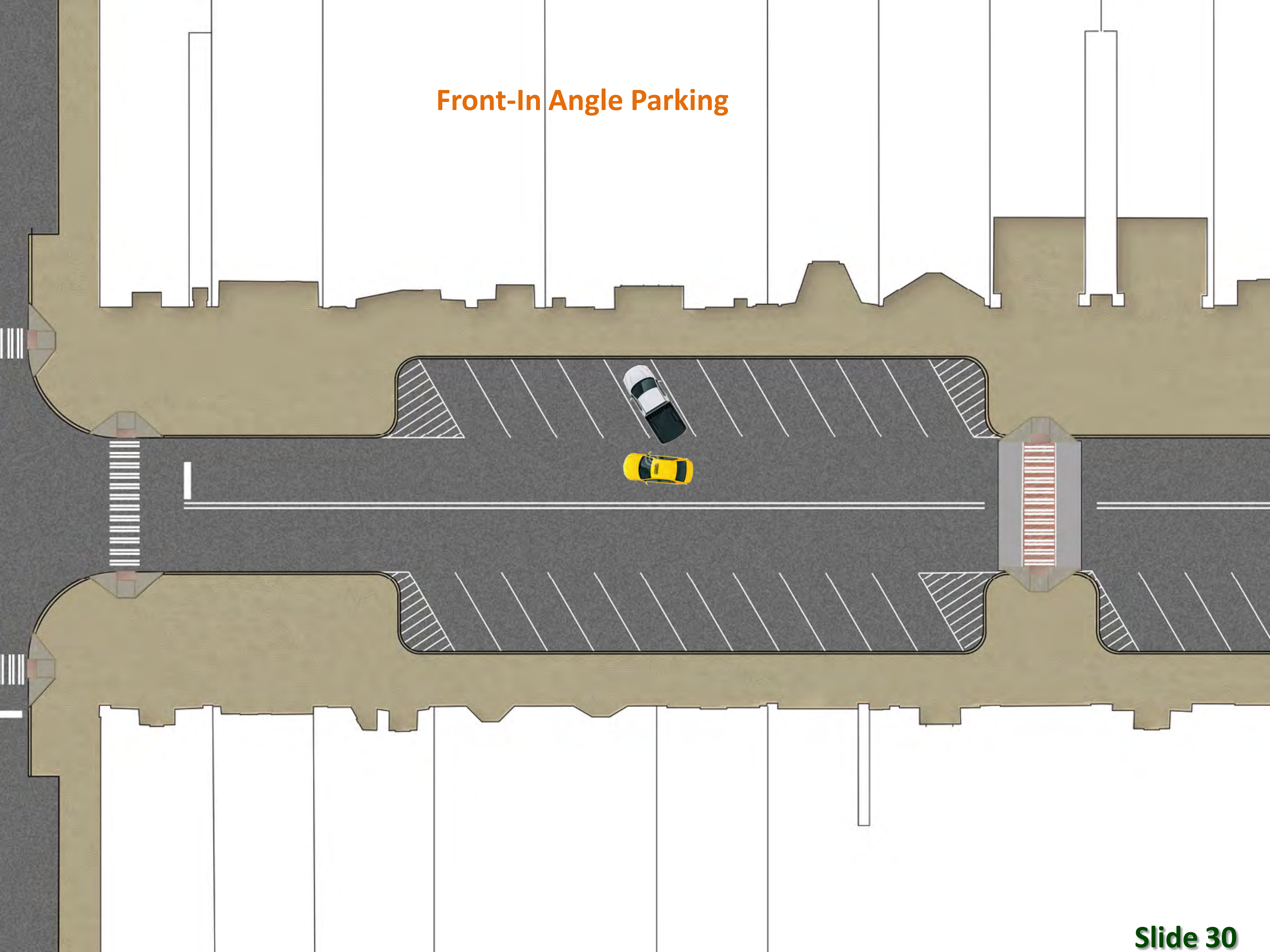

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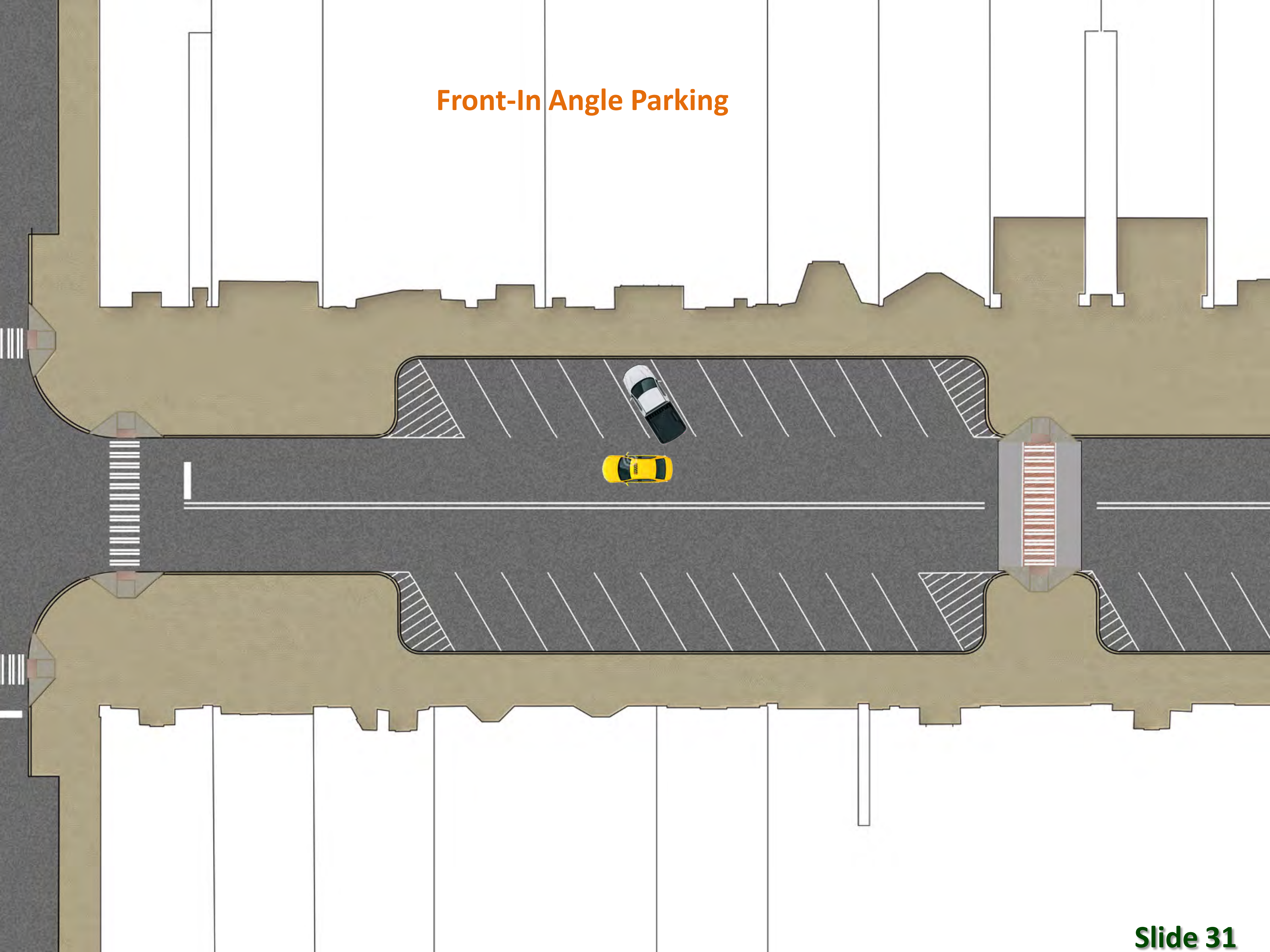

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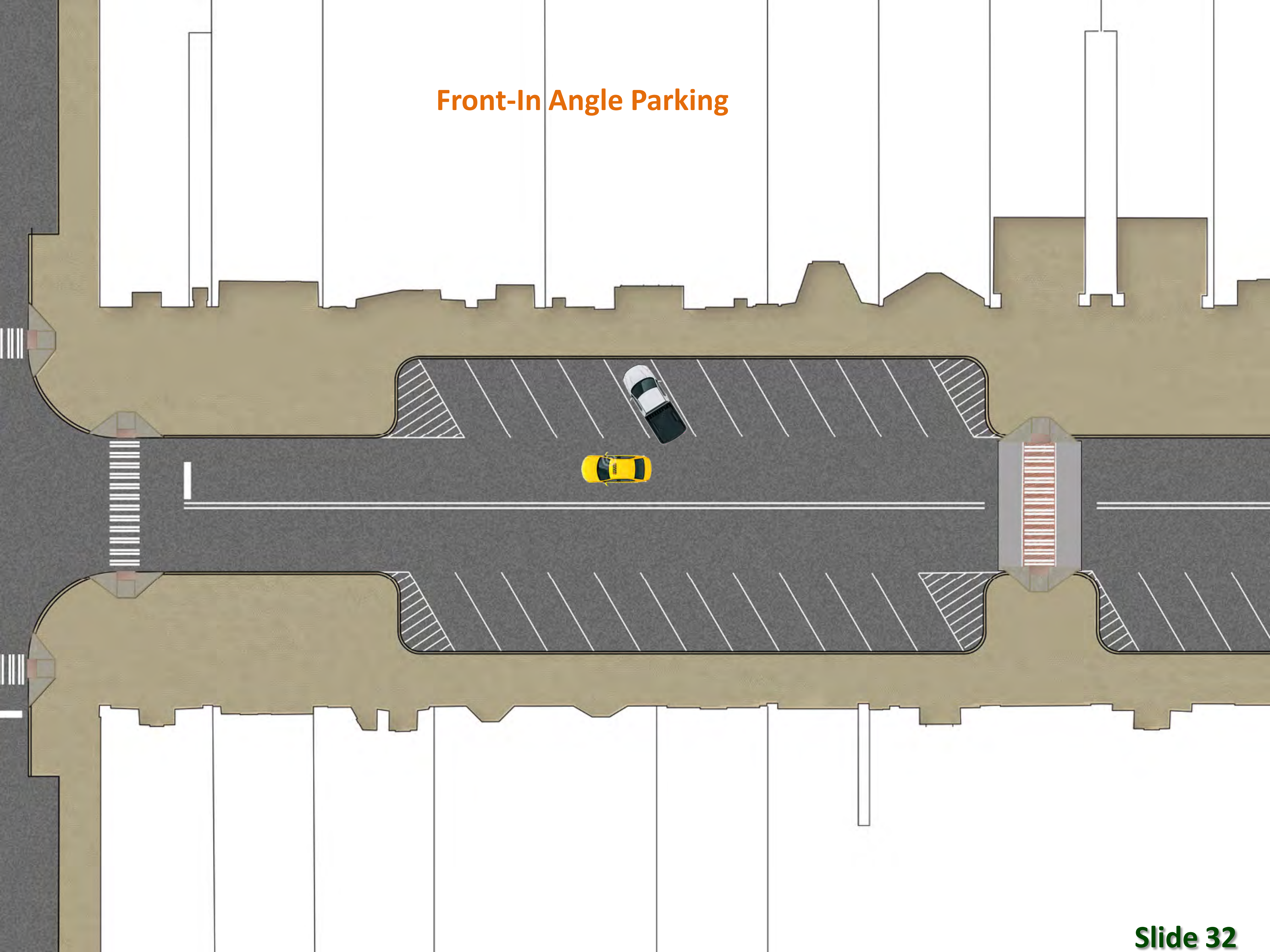
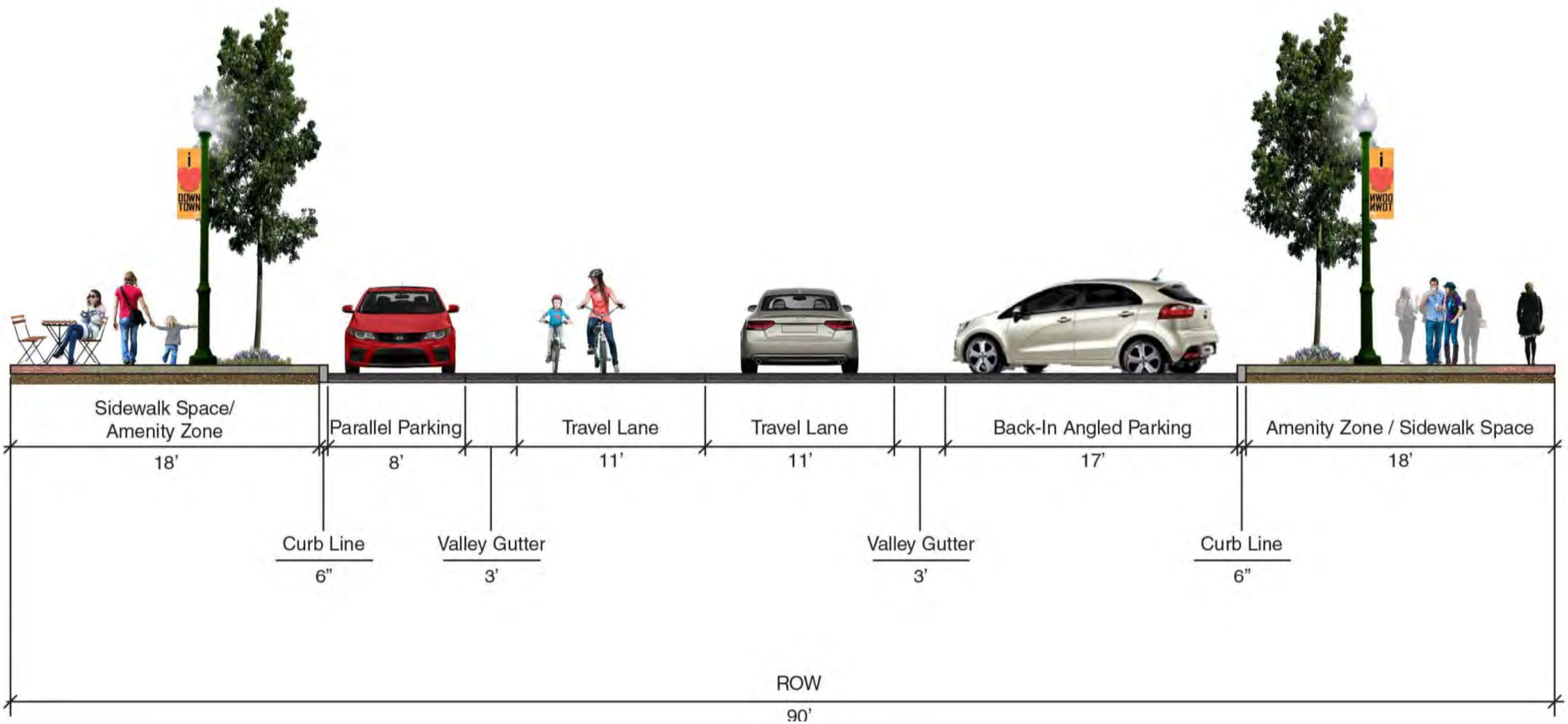
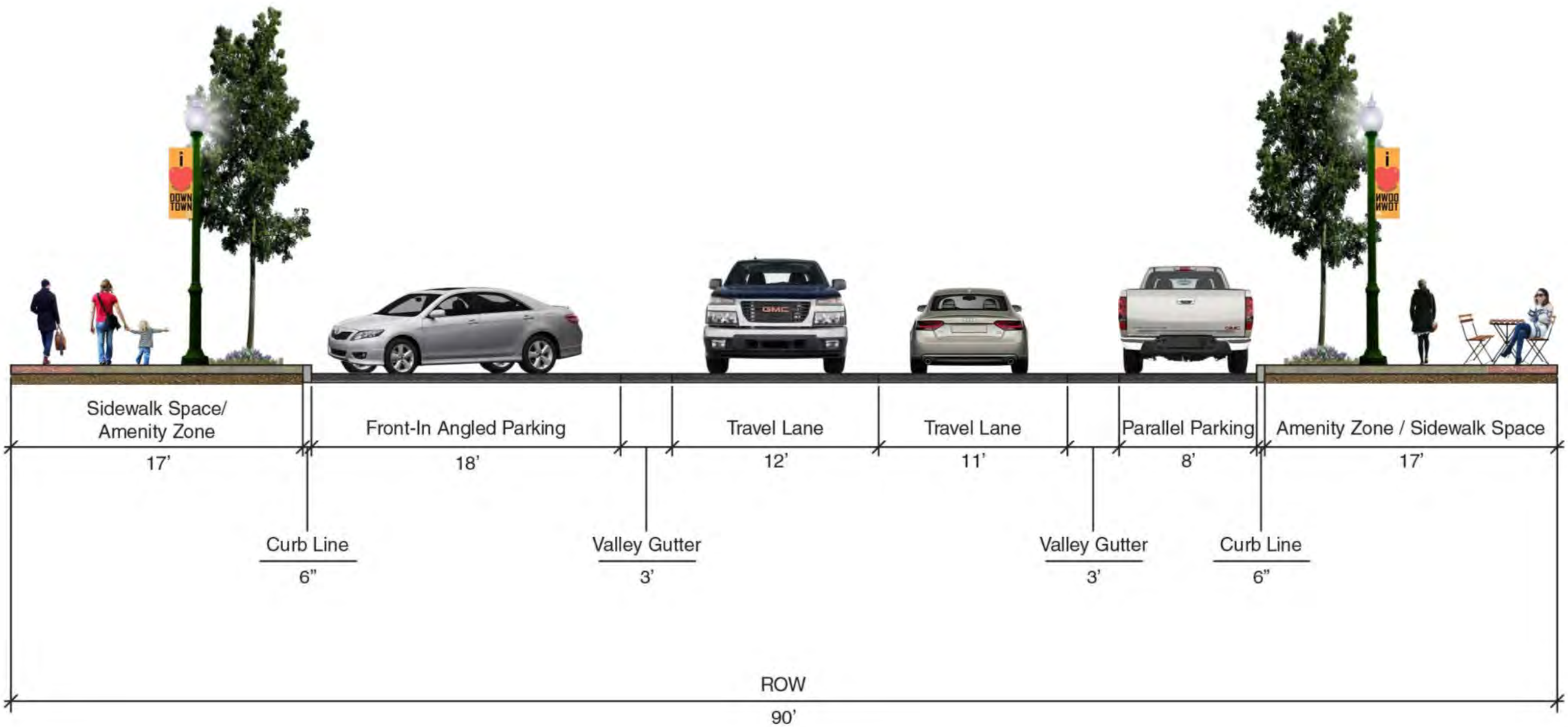


CROSS SECTION DIMENSIONS WITH BACK-IN ANGLE ONE SIDE/PARALLEL ONE SIDE



CROSS SECTION DIMENSIONS WITH FRONT-IN ANGLE ONE SIDE/PARALLEL ONE SIDE



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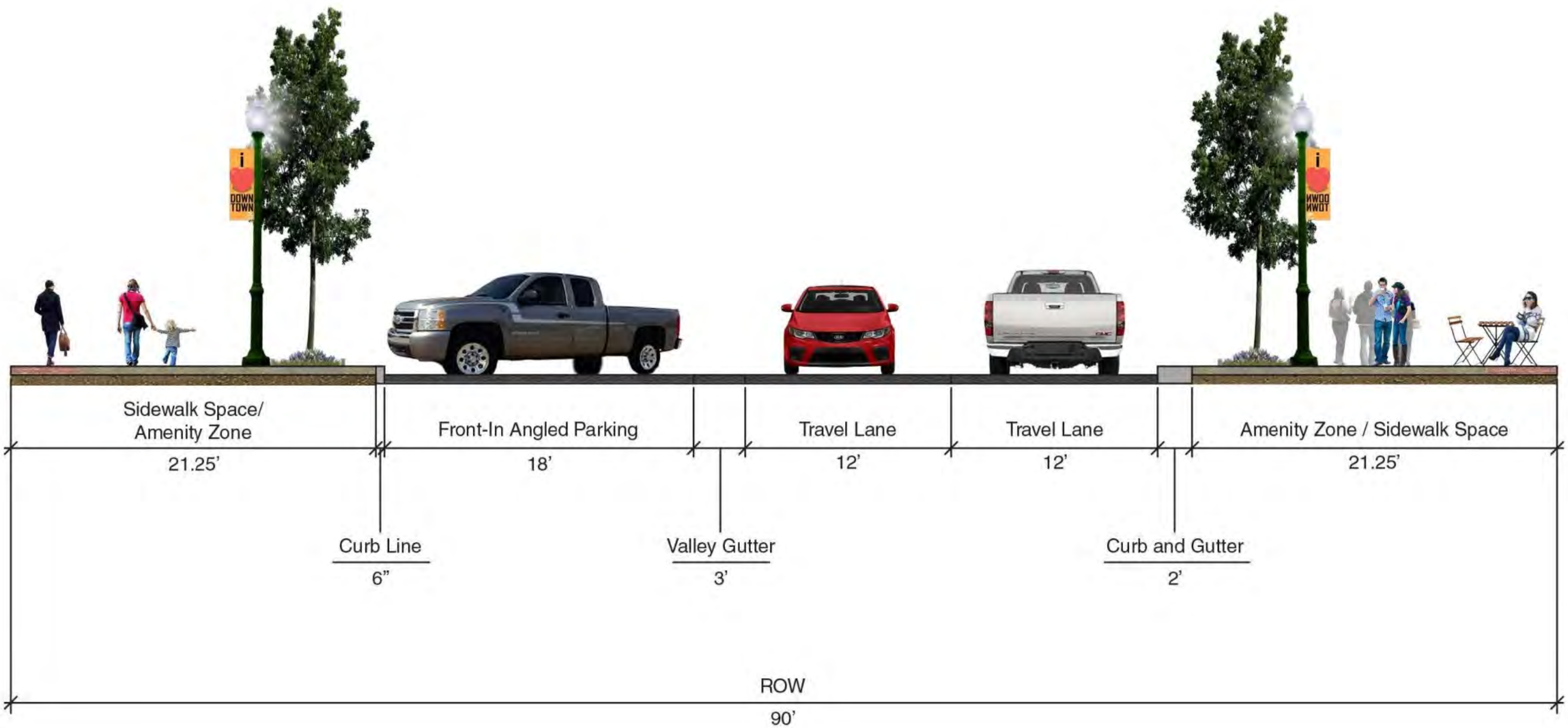
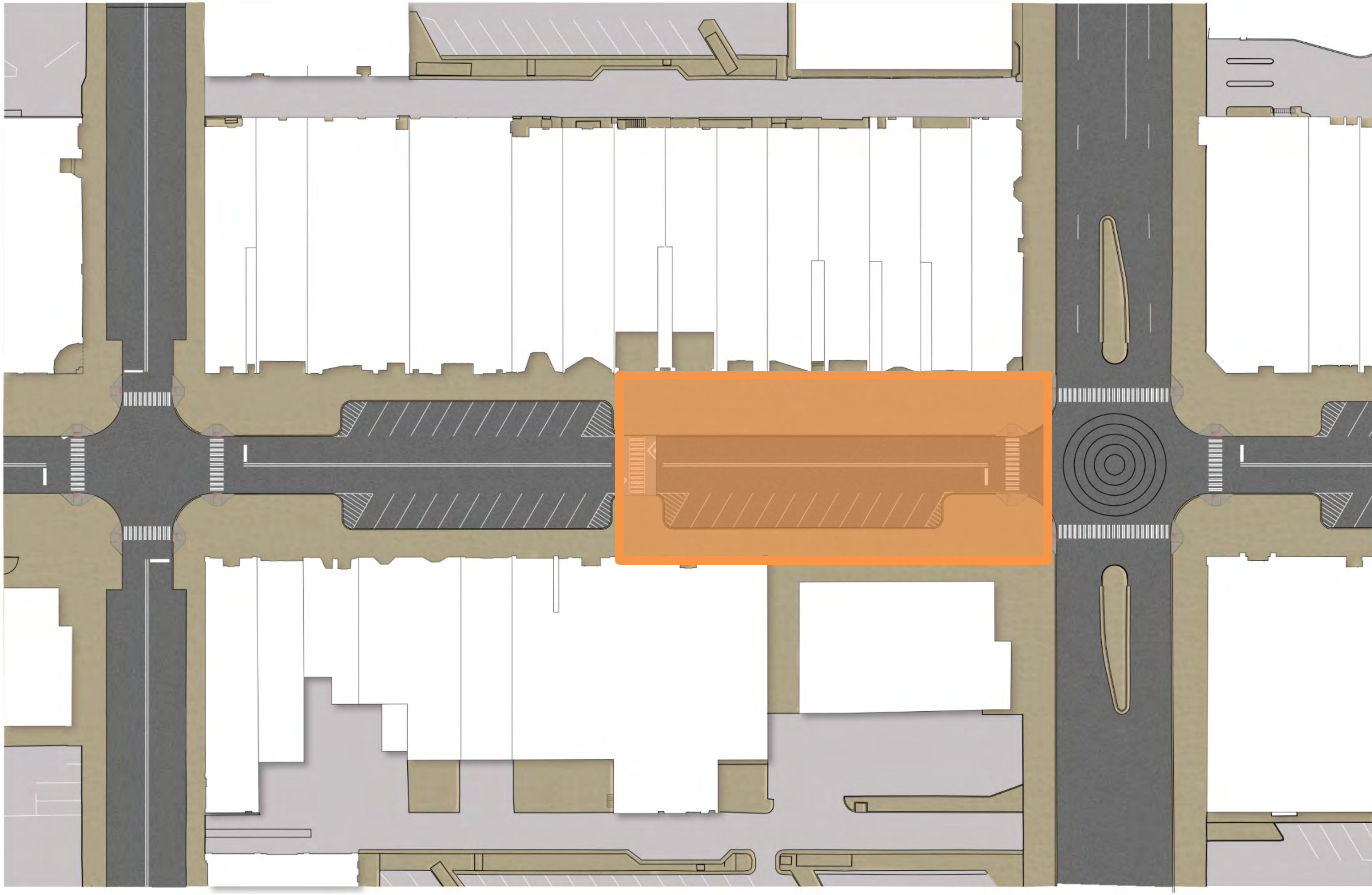
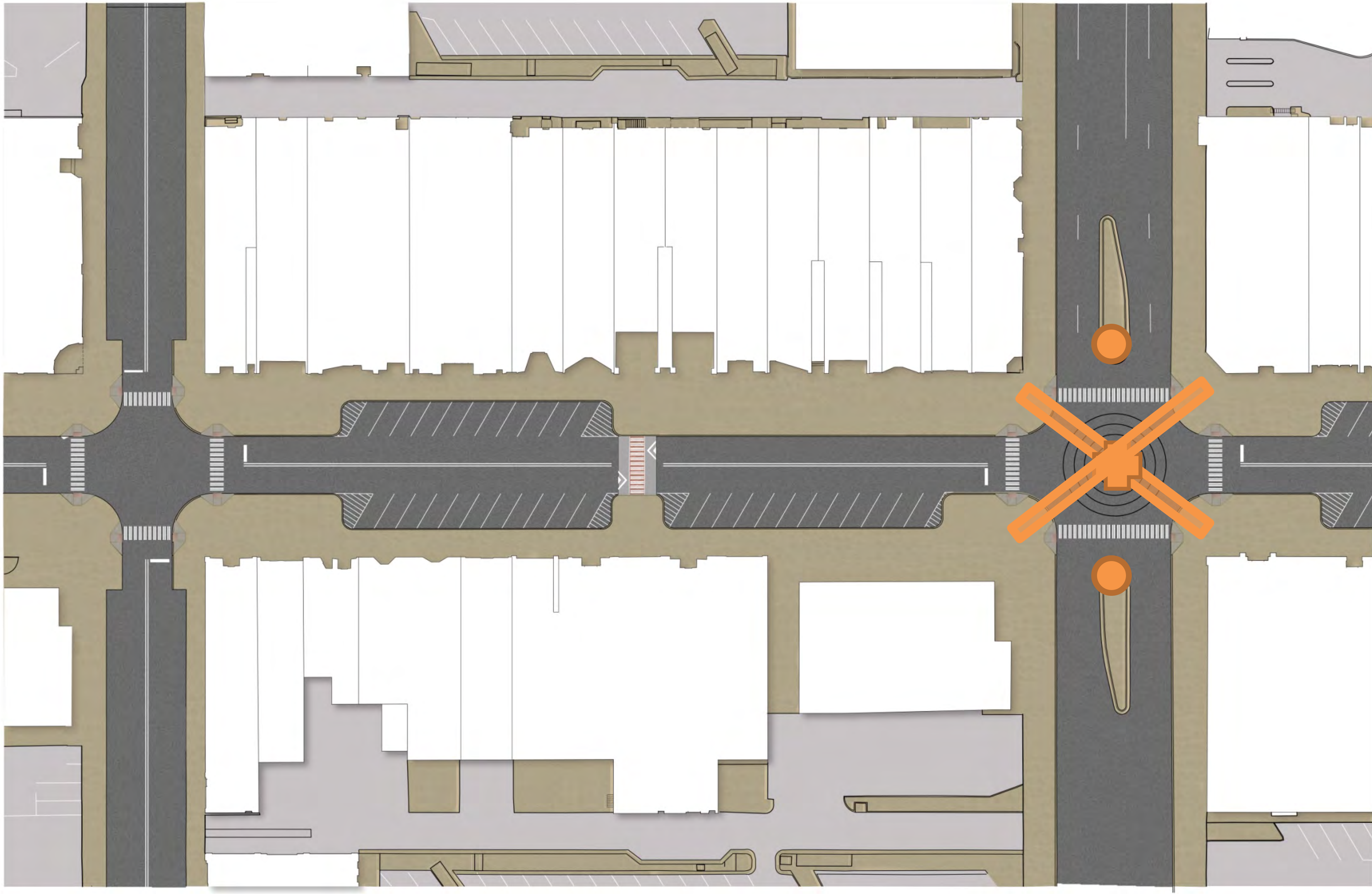


Festival Street Areas

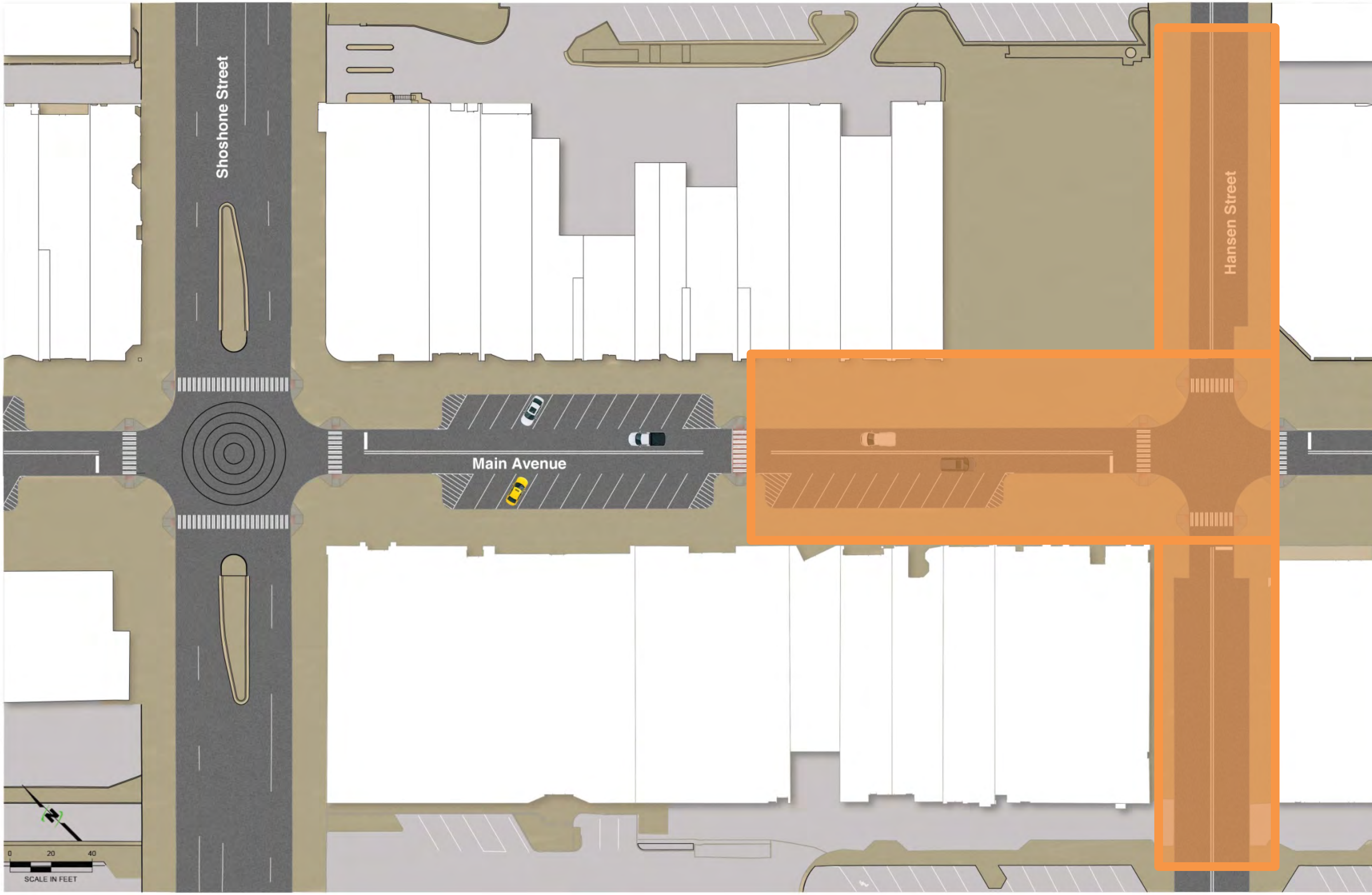
GOODING TO SHOSHONE POSSIBLE FESTIVAL STREET AREA

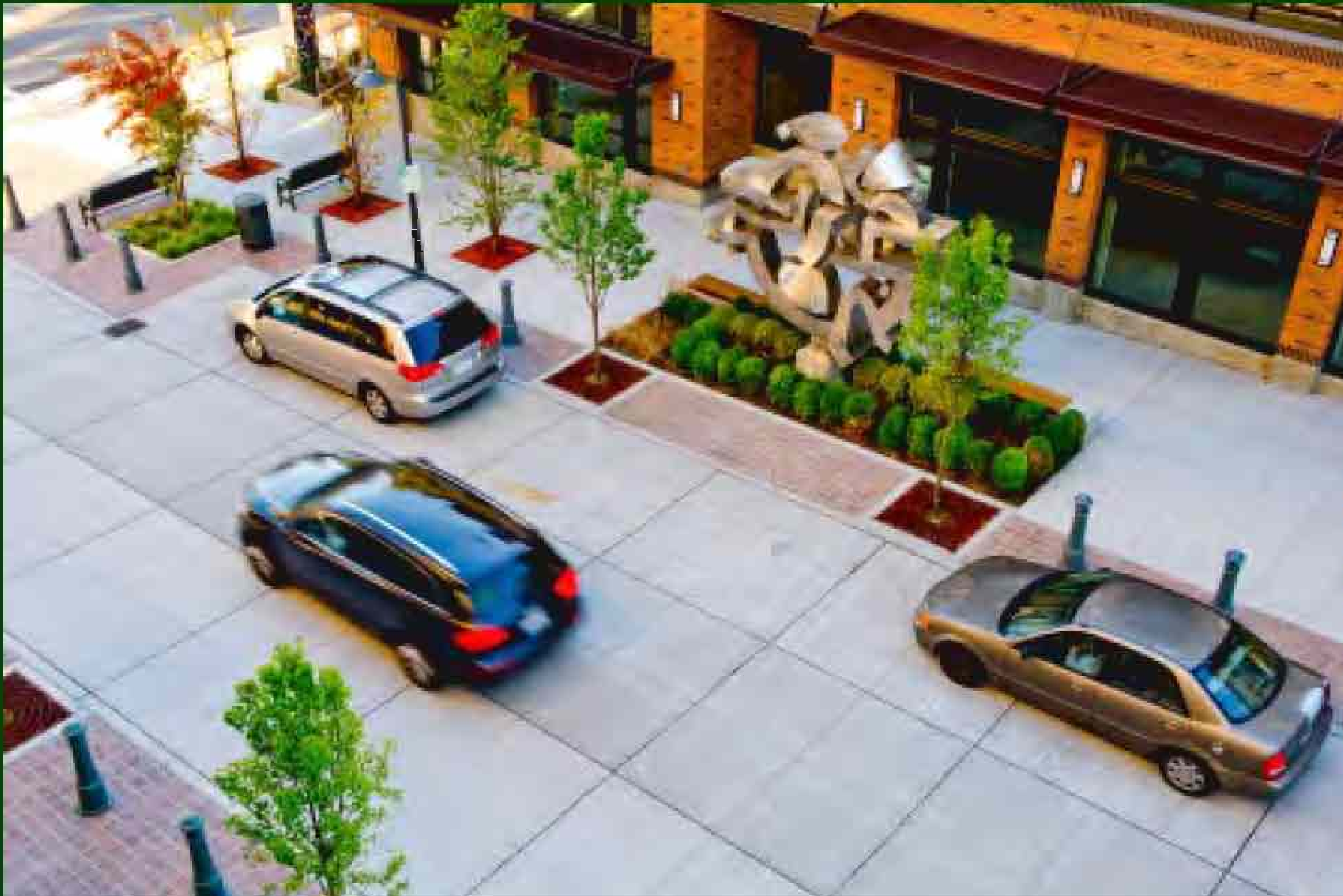


SHOSHONE INTERSECTION CROSS ARCH AND ART WORK



POTENTIAL FESTIVAL STREET IN VICINITY OF DOWNTOWN COMMONS





DIRECTOR PARK

Vision and Guiding Principles

The Background—Main Avenue Today

Main Avenue has served as the heart of the Twin Falls downtown for many decades. At the time of its revitalization in the 1970s, Main Avenue was considered one of the better small main streets in the country. Due to a variety of factors, Main Avenue is no longer the vibrant heart of the community that it once was. Competition from the mall and Blue Lakes Boulevard commercial corridor, big box stores, along with lack of regular and continual investment, absentee landlords and other impacts have played a role in the slow, but steady decline of the Avenue.

Many storefronts are still occupied and new businesses and shops are emerging, strengthening the corridor. However, overall vehicular and foot traffic is reduced; street trees are overgrown and nearing the end of their life; landscaped areas are in poor condition; and furnishings and materials are old and in disrepair. There is inconsistency in the quality and maintenance of storefronts, and lease rates are lower than elsewhere in the city.

In order to survive and be competitive with other areas, Main Avenue must offer a different type of product, unique experiences, and better service than the competitive prices and great variety of offerings at stores along Blue Lakes Boulevard. As is the case with virtually all small American main streets, small stores are dependent upon high quality service, offerings of goods not found generally in bigger stores, quality food, boutiques, galleries, crafts, specialty furniture, music, salons, and other businesses that offer quality service and an authentic and unique shopping experience.

Main Avenue can serve again as a key district in Downtown and the heart of Twin Falls. Its historic atmosphere can provide an experience unlike elsewhere in the Twin Falls region. Nationwide, residents and visitors are seeking out authentic experiences. As renovation takes place, Main Avenue can again become a thriving, mixed-use district.

The Vision—Main Avenue Tomorrow

Main Avenue and the surrounding area will once again become the heart of Twin Falls—the active social hub of the community, where friends, families, and visitors gather year-round. As storefronts continue to strengthen and new businesses and centers of employment locate in Downtown, Main Avenue will transform into a vibrant corridor of life and festivity. More people will live along the Avenue and in Downtown, bringing more 24/7 activity and an increased customer base for business. The new signature streetscape will be sustainable and beautiful, fostering a sense of community pride (“come see our new Main Avenue—this is the heart of our hometown”) and standing the test of time as a lasting legacy for future generations. Main Avenue within Downtown will become a highly attractive and desirable PLACE TO BE—where people live, work, shop, play, and celebrate their strong heritage and sense of community.

KEY WORDS: COMMUNITY, PRIDE, GENERATIONS, HERITAGE, SUSTAINABLE, VIBRANT, ACTIVE, LIFE FESTIVITY, LIVE, WORK, SHOP, PLAY, CELEBRATE, FAMILY, FRIENDS, SOCIAL, YEAR-ROUND, HEART, HUB, SIGNATURE, UNIQUE

Guiding Principles for Design

- Develop places that inspire and create opportunity!
- Create a signature public space in Downtown that will attract people year-round, designed to accommodate a flexible menu of uses (splash play area, market and gathering areas, celebration and concert spaces, ice skating rink, and other unique and attractive uses). Design shared space (adjoining "festival street" segments) that can serve multiple purposes throughout the year.
- Create a sustainable streetscape, with low maintenance requirements, ecologically friendly materials and green practices, such as recycled products, water conservation and rainwater harvesting/re-use, solar energy and energy conserving lighting elements, and an emphasis on and longevity.
- Create a sequence of experiences along Main Avenue and the connecting N-S corridors with interconnecting hubs/pause points for pedestrians and bicyclists.
- Public art, historic commemoration, interpretive displays and elements, colorful landscaping, and streetscape furnishings will attract interest and add life and color to these corridors; coordinate with key arts and culture events, such as Art & Soul.
- Make the alleyways attractive and pleasant as alternate entrances to businesses; work with businesses to dress up back-door entrances off alleyways, which in turn will help in parking management.
- Enhance pedestrian, bicycle, and motor vehicle safety and accessibility, improve intersection crossings, and make the 2nd Avenues more pedestrian friendly. MAKE IT EASY FOR PEOPLE to cross streets, including Shoshone Street, to access all segments of Main Avenue whether on foot or bicycle. Make it easier for everyone to find and turn onto Main Avenue with wayfinding, signing, art, and other cues.
- Recognize and enhance the Main Avenue/Shoshone Street intersection for its historical significance and as a central hub of Downtown.
- Recognize and enhance Hansen Street as a key multi-modal corridor that connects several important points in Downtown and the Main Avenue/Hansen Street as a key crossroads. Hansen could become an enhanced pedestrian and bicycle corridor, as well as open to slow vehicle traffic.
- Integrate public restroom facilities into the design of the public space, with care toward providing sufficient capacity as part of a clean, attractive, and secure design solution.
- Make recommendations for an adaptive management approach to parking in Downtown that can improve over time to serve customers, residents, employees, and visitors.
- Use lighting as a tool to attract people as well as to enhance the sense of security and warmth along Main Avenue and in Downtown.
- Long Term Care – This signature streetscape will be benefited by a commitment to long term care and maintenance. Maintainability and sustainability will be key considerations in design
- The Heart of Downtown Twin Falls, the Heart of Our Community—This is Our Hometown; This is the Heart of Our Hometown—Main Avenue will be a focus of community pride, investment, and interest over the long term.
- Main Avenue will once again become the PLACE TO BE in Twin—a catalyst for celebrations and an ongoing venue for community events and destination experiences. This is the place where the story of Twin Falls unfolds and is told to all.

	Date:	Monday, May 11, 2015
	To:	Honorable Mayor and City Council
	From:	Jacqueline D Fields, City Engineer

Request: Consideration of a request to reconstruct the Wills Booster Station.

Time Estimate:

The staff presentation will take approximately 15 minutes.

Background:

The Wills Booster Station was originally constructed to provide adequate pressure to the Skylane Subdivision which is located upgradient of the South reservoirs. This station has been upgraded regularly to extend the service area and provide adequate water pressure to a much larger area than originally intended. Staff has worked within the space confines of the structure and the limitations of the equipment to optimize production. All of the pumps have long exceeded their projected lifespan. The structure is actually overcapacity and there have been ventilation challenges associated with that. We studied the station in an effort to find opportunities to modify it so that the development community could increase the capacity of the station. Then we entered into a planning contract with JUB to identify ways the City could address the major maintenance activities that are necessary. At the same time, the team worked together to make provision for the future. That is, the team looked for the most economical way to conduct major maintenance with a design that will allow the development community to expand the station to meet their (future) needs. This project does not provide capacity beyond the existing demand and will serves.

This project has been under consideration, actively, for a few years. Indeed, the project was briefly discussed during the budget conversation last year. This year, the long term planning group discussed the need for the project and chose to recommend funding the project. The estimated total for the project is $4 million and requests use of Water Fund reserves for this purpose. Staff is requesting that this project is added to the budget so that design can commence. There is a recognition that the delivery schedule for pumps is long, the risk associated with maintaining the equipment is continually increasing, and the community is interested in developing this area of town.

Approval process:

A simple majority vote is required to add this project to the current budget.

Budget Impact:

There are $6.2 million of unrestricted cash reserves in the Water fund. Reserves are not intended to be used for operations and are particularly well suited for use on one-time, large capital projects. The use of reserves enables staff to accomplish these significant projects without large rate increases and without additional debt.

Regulatory Impact:

A budget amendment will be prepared to address this project, if approved.

Conclusion:

Staff recommends that the Council approve adding the Wills Booster Station to the current budget, with a project estimate of $4 million.

Attachments: None

Date:	Monday	May 11 , 2015
To:	Honorable Mayor Hall and City Council	
From:	Mitch Humble, Deputy City Manager	

Request:
Consideration of a contract with Logan Simpson Design, Inc. to develop a Comprehensive Plan Update.

Time Estimate:
The staff presentation will take approximately five (5) minutes. An additional five to ten (5-10) minutes for council questions.

Background:
The City solicited requests for qualifications (RFQ) from qualified consulting firms to provide professional services to the City to develop a Comprehensive Plan update. Proposals were due on Thursday, December 18, 2014. Staff received seven (7) submittals in response to the RFQ.

Tom Frank (P&Z Chairman), Rebecca Mills-Sojka (P&Z Council Liaison), Kevin Mahler (Local business owner and resident), Kevin Dane (P&R Chairman) and Rene'e Carraway-Johnson reviewed the seven (7) submittals. This group narrowed the submittals down to two (2) firms who presented to the Planning & Zoning Commission on Wednesday, February 4, 2015. The two (2) firms were Logan Simpson Design, Inc. and CRSA. These two firms were given 15 minutes to make a presentation and 15 minutes to answer questions from the Commission.

After the presentations and some discussion by the Commission, each Commissioner voted for their top ranked firm. Based on qualifications, the Commission gave five (5) first place votes to Logan Simpson Design Inc. and two (2) first place votes to CRSA, making Logan Simpson Design, Inc. the top ranked firm for staff to start negotiating with to develop a contract for the Comprehensive Plan update.

On February 17, 2015 the council unanimously voted to proceed with negotiations with Logan Simpson Design, Inc. to develop a contract and bring that contract back to you for consideration.

Staff has been negotiating with Logan Simpson Design to finalize a scope of services and associated contract. The scope of services includes a base workload amount of $100,000. Additional services were identified in the Scope as Optional Tasks that could be beneficial to the project. There are five (5) optional tasks outlined in Attachments C and E.

Staff would like to have a discussion regarding each of the proposed optional tasks. Attachments C & D describe four (4) Optional Tasks and their associated fees. Option 1 involves Logan Simpson facilitating and distributing a full inventory of current city plans to city departments for their comments and to include compiling those comments and preparing a summary report for a fee of $2,500. Option 2 would include Logan Simpson as the presenter/facilitator in association with the Kickoff Event and regular updates to various boards, Planning & Zoning and City Council for a fee of $9,500. Option 3 & 4 would include setup and providing a finalized Digital Comprehensive Plan to be hosted by the city for a fee of 18,000. The total for all four (4) is $30,000. The council may include any or all of the option(s) as presented.

Attachment E would then be the remaining item to be optionally added by discretion of the City Council at a future date. This optional task is the Fire Station Strategic Evaluation with a cost of $25,000.

Budget Impact:
The FY2015 budget includes $100,000 for the Comprehensive Plan update project. The scope of services and associated contract reflect that amount. If the City Council elects to do optional tasks contingency funds could be used for the funding of those optional tasks. Staff is also reaching out to the Rural Fire District to see if they are willing to help in funding Optional Task E.

Regulatory Impact:
Approval of this request will allow City to proceed with the signing of the contract and begin the process of updating the Comprehensive Plan.

Conclusion:
Staff recommends the Council approve the contract including any optional tasks and authorize the mayor to sign the Consultant Agreement for Professional Services as presented.

Attachments:
1. Consultant's Scope of Services (13 pages);
   a. Attachment A; Scope & Schedule
   b. Attachment B; Fees
   c. Attachment C; Optional Tasks
   d. Attachment D; Optional Task Fees
   e. Attachment E; Optional Fire Station Evaluation & Costs

2. Consultant Agreement for Professional Services.

LOGAN SIMPSON DESIGN INC.

ATTACHMENT A
Consultant's Scope of Services

PHASE 1: FOUNDATION (MAY 2015) $26,260

TASK 1.1 PROJECT KICKOFF MEETING

A kick-off meeting will be held Staff and Consultants (Logan Simpson, Leland Consulting, and JUB) via GoToMeeting to finalize roles, anticipate meeting schedule and participation, and determine provision of information, and review of materials.

CONSULTANT TEAM	COTF
• Kickoff Meeting Agenda, Materials, Facilitation + Summary • Initial Goals, Issues + Opportunities Exercise Facilitation + Summary • Master Work Plan	• Kickoff Meeting Attendance • Initial Goals, Issues + Opportunities Exercise Participation

TASK 1.2 PROJECT INITIATIONS + PUBLIC INVOLVEMENT PLAN

COTF will identify and assemble both a Technical Advisory Committee (TAC) consisting of city staff; and an Advisory Committee (AC) consisting of 12-15 members of the community, and at least one Planning Commission (PC), and one City Council (CC) member. COTF will also develop an initial contact list for the Comprehensive Plan Update, as well as a list of stakeholders. A tentative list of AC members will be compiled prior to, and finalized after stakeholder interviews, as described in Task 1.4. COTF will be responsible for all meeting notifications, announcements, press releases, and meeting logistics throughout the process. In addition, COTF will initiate a project website with the following functionality:

- Sign up for mailing list
- Comment form(s)
- Questionnaire (associated with specific tasks as detailed below)
-

COTF will also create and update on a regular basis individual Facebook and Twitter accounts.

Logan Simpson will brand the Comprehensive Plan by developing a project logo and templates for project materials and website.

Logan Simpson will create a two-page, illustrative public involvement plan (PIP) outlining outreach goals and activities and overall process. Key methods of public involvement, included within following tasks will be described in further detail within the PIP.

CONSULTANT TEAM	COTF
• Public Involvement Plan (PIP) Development • Project Logo + Branding Format/ Templates • Website Format + Biweekly Updates *(generally every other week, unless just prior to large-scale event)* • Press Release Narrative + Imagery • Photo voice Format, Website Module, Updates + Summary • Comment Tracking System Initialization	• Overall Project Contact List • Website Hosting + Associated Functionality • Schedule of Events • AC List, Notification + Meeting Logistics • Facebook + Twitter Account Notifications + Updates • Press Release Coordination + Outreach to Chamber of Commerce • Photo voice Prizes

TASK 1.3 STAFF/ TAC/ AC MEETING #1

After each major milestone meeting, Staff, TAC, and AC will meet to debrief, and provide feedback and direction. Results and action items from strategy meetings will be tracked and reported through the duration of the project. COTF will be responsible for meeting logistics, notification, and attendance. Logan Simpson will provide meeting agenda, materials, facilitation, and summary. Logan Simpson will provide a Progress Snapshot for COTF distribution to Boards, PC and CC, or use in presentations or individual briefings to these entities. This Progress Snapshot will summarize progress to date, along with an updated schedule, and notice of upcoming events. (*It is assumed that Tasks 1.3 through 1.5 will occur in the same trip.)*

CONSULTANT TEAM	COTF
• Staff, TAC + AC Meeting #1 Agenda, Materials, Facilitation + Summary • Progress Snapshot #1	• Staff, TAC + AC Meeting #1 Logistics, Notification + Attendance

TASK 1.4 STAKEHOLDER INTERVIEWS

A series of stakeholder interviews will be held over 1-½ days, and will include elected officials; representatives from public agencies, city departments, and business associations; key citizens; and property owners. COTF will create the initial list of stakeholders, send interview invitations, schedule interviews, and attend as necessary. Logan Simpson will develop standard interview questions, prepare meeting materials, facilitate interviews, and provide a consolidated interview summary. (*It is assumed that Tasks 1.3 through 1.5 will occur in the same trip.)*

CONSULTANT TEAM	COTF
• Stakeholder Interview Materials, Facilitation, Interview Summary	• Stakeholder Interviews / Focus Groups Identification, Notification, Meeting Logistics, Scheduling + Attendance

TASK 1.5 ORIENTATION CITY TOUR

As part of the meeting series described in Tasks 1.3 and 1.4, COTF will organize and provide transportation to and between specific sites within the City that have been identified as catalyst areas or opportunity sites. Logan Simpson will attend a 1/2-day long City Tour to review and discuss each site, on-site. Logan Simpson will prepare a photo inventory and summary of the Tour. (*It is assumed that Tasks 1.3 through 1.5 will occur in the same trip.)*

Consultant Team	COTF
• City Tour Materials, Attendance + Summary	• City Tour Logistics, Vehicle Rental, Agenda + Attendance

TASK 1.6 CELEBRATORY KICKOFF EVENTS #1 + ONLINE QUESTIONNAIRE #1

To announce the initiation of the Comprehensive Plan, COTF will host a booth in association with Twin Falls Western Days (May 29, 30, 31). Logan Simpson will provide general kickoff meeting materials for use, and develop the online questionnaire using SurveyGizmo. *(If schedule allows for Tasks 1.3 through 1.6 to be scheduled in conjunction with this kickoff event, Logan Simpson will be available for attendance at a 1/2 –day of the event)*

Consultant Team	COTF
• Kickoff Event Materials • Online Questionnaire #1 Compilation, Functionality + Summary	• Booth Coordination + Logistics, Attendance + Summary • Online Questionnaire #1 Distribution

TASK 1.7 INVENTORY + ANALYSIS

COTF and Logan Simpson will collect and provide relevant data. Logan Simpson will analyze available mapping data (e.g., land use, utilities, public services, land ownership, zoning, etc.) and plans.

Consultant Team	COTF
• Data Maps Using Available Data	• Provision of Existing Plans + GIS Data

TASK 1.8 EXISTING CONDITIONS SNAPSHOTS

An existing conditions snapshot will be produced by Logan Simpson for each element, and posted on the website, and provided to community leaders by COTF. These snapshots will include a description of community concerns; relevant documents; existing conditions; best practices; design principles; opportunities; constraints; and associated graphics. A central purpose of the Comprehensive Plan is to harness market opportunities that can achieve larger community goals. Therefore, the TAC will focus on an initial set of key areas for catalyst projects.

Consultant Team	COTF
• Existing Conditions Snapshots • Final Formatting of Maps for Inclusion	• GIS .mxd + Layer Files (including all supporting spatial data) for Final Formatting by Logan Simpson

PHASE 2: VISIONING + STRATEGIES (JUNE – AUGUST 2015) *$21,100*

TASK 2.1 OPPORTUNITIES + CONSTRAINTS

Based on prior analysis, key opportunities and constraints to the identified goals and objectives will be articulated. Key opportunities (or areas of change) could include entryways, the highway corridors, Downtown, and improvements within established neighborhoods. These opportunities and key areas will form the basis of Task 3.1.

CONSULTANT TEAM	COTF
• Existing + Desired Conditions Indicators • Narrative Opportunities + Constraints • Opportunity Area Maps	• Review of Materials + Consolidated Comment

TASK 2.2 STAFF/ TAC/ AC MEETING #2

As part of this Phase, Staff, TAC, and AC meetings will be held to review progress to date. COTF will be responsible for meeting logistics, notification, and attendance. Logan Simpson will provide meeting agenda, materials, facilitation, and summary. Logan Simpson will provide a Progress Snapshot for COTF distribution to Boards, PC and CC, or use in presentations or individual briefings to these entities. This Progress Snapshot will summarize progress to date, along with an updated schedule, and notice of upcoming events. *(It is assumed that Tasks 2.2 and 2.3 will occur in the same trip.)*

CONSULTANT TEAM	COTF
• Staff, TAC + AC Meeting #2 Agenda, Materials, Facilitation + Summary • Progress Snapshot #2	• Staff, TAC + AC Meeting #2 Logistics, Notification + Attendance

TASK 2.3 COMMUNITY VISIONING WORKSHOP #2

Workshop #2 will build on early public outreach, stakeholder interviews, and TAC meetings and feedback and include the display of the existing conditions snapshots, and an interactive exercise to determine the desired future vision and supporting opportunities, as well as input on the existing and desired future conditions performance measures. Workshop #2 will be conducted as a set of roving mobile workshops with a two-day series of events in locations around Twin Falls. Logan Simpson will also develop the online questionnaire using SurveyGizmo. *(It is assumed that Tasks 2.2 and 2.3 will occur in the same trip.)*

CONSULTANT TEAM	COTF
• Visioning Events Materials + Survey #2 Materials • Online Questionnaire #2 Compilation, Functionality + Summary	• Visioning Events #1 Notification, Press Release, Logistics, Scheduling + Attendance • Mobile Event Management + Facilitation • Online Questionnaire #2 Distribution

TASK 2.4 DRAFT + FINAL VISION DOCUMENT

Based on the outcome of Workshop #2 and other inputs, an overall vision document will be compiled with plan elements, guiding statements, and illustrations to provide a foundation for the rest of the planning process.

CONSULTANT TEAM	COTF
• Draft Vision Document • Final Vision Document	• PC/ CC Adoption Hearings for Vision Document *(if determined necessary)*

PHASE 3: COMMUNITY CHOICES + STRATEGIES (SEPTEMBER – OCTOBER 2015) *$30,460*

TASK 3.1 COMMUNITY CHOICES SCENARIOS/ FRAMEWORKS

Downtown opportunities and redevelopment, highway commercial areas, existing neighborhood enhancements, new high-quality neighborhoods, complete streets and multimodal improvements, community entryways, employment centers, and other opportunities will all be refined. Logan Simpson will provide scenarios or frameworks along with the big ideas and choices to be made to Staff/ TAC, and AC for review and refinement.

CONSULTANT TEAM	COTF
• Community Choices Evaluation/ Best Practices Analysis • Scenarios/ Frameworks	• Review + Consolidated Comment

TASK 3.2 STAFF/ TAC/ AC MEETING #3

As part of this Phase, Staff, TAC, and AC meetings will be held to review progress to date. COTF will be responsible for meeting logistics, notification, and attendance. Logan Simpson will provide meeting agenda, materials, facilitation, and summary. Logan Simpson will provide a Progress Snapshot for COTF distribution to Boards, PC and CC, or use in presentations or individual briefings to these entities. This Progress Snapshot will summarize progress to date, along with an updated schedule, and notice of upcoming events. *(It is assumed that Tasks 3.2 and 3.3 will occur in the same trip.)*

CONSULTANT TEAM	COTF
• Staff, TAC + AC Meeting #3 Agenda, Materials, Facilitation + Summary • Progress Snapshot #3	• Staff, TAC + AC Meeting #3 Logistics, Notification + Attendance

TASK 3.3 COMMUNITY CHOICES WORKSHOP #3

The Community Choices Workshops will be structured as a 3-day series of workshops at one stationary location, culminating in a closing event on the last day. The workshops will be used to evaluate options and choices as good, better, and best options for development types based on defined metrics. "What if?" questions, which explore the range of planning options and consequences, will be vetted to refine the vision document's goals. Big ideas will be tested, optimized, and refined to reflect community preferences over the course of the three days. Workshop #3 will use creative interaction to solicit input on choices and scenarios. Participants will be educated on trade-offs and benefits of various choices, through the use of an evolving future land use scenario and performance measures. *(It is assumed that Tasks 3.2 and 3.3 will occur in the same trip.)*

CONSULTANT TEAM	COTF
• Choices Downtown Community Event Integration Center Workshop Materials + • Online Questionnaire #3	• Choices Workshop Notification, Press Release, Logistics, Scheduling + Attendance

TASK 3.4 PREFERRED LAND USE PLAN

After choices are made, the preferred land use plan will be defined by Logan Simpson and reviewed with Staff, TAC and AC. This provides an opportunity to create a balanced community, and provide a match between transportation demand and supply. Creative new forms of development can be considered for residents, responding to a range of households and lifecycles. Logan Simpson will prepare graphics to illustrate existing and future conditions for key catalysts areas and/or TOD to build support for future vision.

CONSULTANT TEAM	COTF
• Preferred Land Use Plan • Graphics (x 5) • *Visual Simulations (optional)*	• Review + Consolidated Comment

TASK 3.5 DRAFT PLAN COMPONENTS

A final outline of the Plan will be developed by Logan Simpson and reviewed with Staff, TAC and AC, and will include Land Use, Transportation, Housing, Open Space, Parks & Recreation, Public Utilities & Services, Economic Development, and Environmental Quality & Sustainability, and incorporate existing conditions, trends, and goals and objectives for each element. Logan Simpson will integrate hand-drawn renderings and character studies to allow scenarios to come to life.

CONSULTANT TEAM	COTF
• Draft Plan Annotated Outline	• Draft Plan Outline Review + Consolidated Comment

TASK 3.6 IMPLEMENTATION STRATEGY + ACTION PLAN

The Implementation Strategy and Action Plan will be developed by Logan Simpson and reviewed with Staff, TAC and AC and will consist of projects and programs described in both narrative and matrix form, prioritized into short-term, mid-term, and long-term action items, and detailed with responsibilities and revenue sources. The Monitoring Program will be identified in the Implementation Strategy and Action Plan, then developed and reviewed with Staff, TAC and AC to ensure that the Plan stays on track, with solutions and strategies for remedying inconsistencies.

CONSULTANT TEAM	COTF
• Implementation Strategy + Action Plan	• Review + Consolidated Comment

PHASE 4: PLAN DEVELOPMENT (NOVEMBER – DECEMBER 2015) *$13,240*

TASK 4.1 DRAFT COMPREHENSIVE PLAN

The Draft Comprehensive Plan will be an innovative document that strives to improve the quality of life document for those who live in Twin Falls. The document will be prepared by Logan Simpson and reviewed with Staff, TAC, and AC, and generally will include the following: how to use the Plan; recommended ordinance changes; goals, policies, and strategies for each element; incorporation and coordination with the Strategic Plan; and supporting maps, photos, and figures. A subsequent draft will be compiled for review by the general public.

CONSULTANT TEAM	COTF
• Draft Executive Summary • Staff/ TAC/ AC Draft Comprehensive Plan • Public Draft Comprehensive Plan	• Staff/ TAC/ AC Draft Plan Review + Consolidated Comment

TASK 4.2 STAFF MEETING #4

As part of this Phase, a Staff meeting will be held via GoTo Meeting to review the Draft Plan. COTF will be responsible for attendance. Logan Simpson will provide meeting agenda, materials, GoTo Meeting logistics, facilitation, and summary. Logan Simpson will provide an editable Draft Plan .pdf file for COTF distribution to both TAC and AC. It is assumed that both committees will use the comment tools in Acrobat to provide changes to the Draft Plan. Logan Simpson will also provide a Progress Snapshot for COTF distribution to Boards, PC and CC, or use in presentations or individual briefings to these entities. This Progress Snapshot will summarize progress to date, along with an updated schedule, and notice of upcoming events.

CONSULTANT TEAM	COTF
• Staff Meeting #4 Agenda, Materials, GoTo Meeting Logistics, Facilitation + Summary • Reader Extended .pdf File for TAC/ AC Comment • Progress Snapshot #4	• Staff Meeting #4 Attendance • Draft Plan Distribution to and Compilation from TAC/AC

TASK 4.3 DRAFT PLAN OPEN HOUSE

The Draft Comprehensive Plan will be published on the Comprehensive Plan website. After community review, COTF, TAC, and AC will hold a mobile plan station to ensure the Plan reflects the City's vision. This event will be an unstructured gathering where members of the public can talk informally with members of the TAC, AC, and City staff. Logan Simpson will provide meeting materials. COTF will provide meeting notification, logistics, and facilitate the event.

CONSULTANT TEAM	COTF
• Public Open House/ Mobile Plan Station #4 Agenda + Materials	• Public Open House/Mobile Plan Station #4 Notification, Press Release, Logistics, Scheduling+, Attendance, Facilitation + Summary

TASK 4.4 FINAL COMPREHENSIVE PLAN FOR ADOPTION PROCESS

After the Public Draft Plan is completed and presented to the public at the open house, Logan Simpson will incorporate comments and feedback into a Comprehensive Plan for PC Approval.

CONSULTANT TEAM	COTF
• Final Comprehensive Plan for Adoption Process	• Public Draft Consolidated Comments

PHASE 5: ADOPTION + FINAL PLAN FILES (JANUARY – APRIL 2016) *$8,940*

TASK 5.1 STAFF MEETING #6

A Staff meeting will be held to review the plan presentation prior to the PC briefings and hearing. Logan Simpson will provide the draft presentation, and complete any revisions needed prior to the hearing. *(It is assumed that Tasks 5.1 and 5.2 will occur in the same 1-day trip.)*

CONSULTANT TEAM	COTF
• Staff Meeting #6 Agenda, Materials, Attendance + Summary	• Staff Meeting #7 Attendance

TASK 5.2 PC BRIEFINGS, PUBLIC HEARING + APPROVAL

The PC Approval Draft Plan will be presented by COTF and Logan Simpson to the PC at a public hearing, seeking recommended approval. As part of this task, it is recommended that COTF hold individual briefings with PC in preparation for the upcoming hearings. Logan Simpson will assist in presentations, and Logan Simpson will provide relevant meeting materials. *(It is assumed that Tasks 5.1 and 5.2 will occur in the same 1-day trip.)*

CONSULTANT TEAM	COTF
• PC Individual Briefings Materials, Facilitation Assistance + Summaries • PC Adoption Hearing Materials, Presentation Assistance + Summary	• PC Individual Briefings Scheduling, Facilitation + Summaries • PC Adoption Hearing Notification, Staff Report + Presentation

TASK 5.3 STAFF MEETING #7

A TAC meeting will be held to review the plan presentation prior to the CC briefings and hearing. Logan Simpson will provide the draft presentation, and complete any revisions needed prior to the hearing. *(It is assumed that Tasks 5.3 and 5.4 will occur in the same 1-day trip.)*

CONSULTANT TEAM	COTF
• Staff Meeting #7 Agenda, Materials, Attendance + Summary	• Staff Meeting #7 Attendance

TASK 5.4 CC BRIEFINGS, PUBLIC HEARING + ADOPTION

Based on recommendations from the PC public hearing, Logan Simpson will incorporate final revisions into the final Comprehensive Plan for Adoption and assist the TAC in the presentation to the CC. As part of this task, it is recommended that COTF hold individual briefings with CC in preparation for the upcoming hearings. Logan Simpson will assist in presentations, and Logan Simpson will provide relevant meeting materials. *(It is assumed that Tasks 5.3 and 5.4 will occur in the same1-day trip.)*

CONSULTANT TEAM	COTF
• Final Comprehensive Plan for CC Adoption • CC Individual Briefings Materials , Facilitation Assistance + Summaries • CC Adoption Hearing Materials, Presentation Assistance + Summary	• CC Individual Briefings Scheduling + Facilitation • CC Adoption Hearing Notification, Staff Report + Presentation

TASK 5.5 FINAL PLAN FILES

Based on recommendations from the CC public hearing, Logan Simpson will incorporate any final revisions into the Comprehensive Plan. Logan Simpson will then compile all plan document files, associated graphic files, fonts, logos, etc. to COTF. Logan Simpson will compile and provide all edited GIS data layers and .mxd files.

CONSULTANT TEAM	COTF
• Final Digital Plan Files + GIS Files	

ATTACHMENT B
Consultant's Scope of Services
Compensation
page 1 of 1

Phase	Labor	Expenses	Total
Phase 1: Foundation	$24,260	$2,000	**$26,260**
Phase 2: Visioning + Strategies	$19,100	$2,000	**$21,100**
Phase 3: Community Choices + Strategies	$28,460	$2,000	**$30,460**
Phase 4: Plan Development	$13,240	$0	**$13,240**
Phase 5: Adoption + Final Plan Files	$7,740	$1,200	**$8,940**
Total Contract	**$92,800**	**$7,200**	**$100,000**

ATTACHMENT C
Optional Tasks

1- CURRENT PLAN AUDIT $2,500

A full inventory of plans would be provided by COTF, and reviewed by Logan Simpson to ensure a sound understanding of planning context and opportunities. Logan Simpson would program the Plan Audit for efficiency in compiling responses, including a matrix of plan components, and responses consisting of "keep, delete, change, and why change." COTF would distribute the programmed matrices to City departments for comment.

Consultant Team	COTF
• Programmed Plan Audit, Ongoing Management + Summary	• Plan Audit Distribution + Follow Up with Staff Departments

2- JOINT BOARDS, PC + CC KICKOFF EVENT + ONGOING OUTREACH $9,500

To announce the initiation of the Comprehensive Plan, COTF could host a Kickoff Event in association with a regularly-scheduled PC or CC meeting. The Mayor could provide a keynote speech and announce the inception of the Comprehensive Plan process and the Photovoice competition. Logan Simpson would provide general kickoff meeting materials, attend, assist with facilitation, and summarize the event. Within each phase, and as part of already-scheduled trips, Logan Simpson could attend and assist in the facilitation of Boards, PC and CC update meetings. (*It is assumed that these meetings would occur in association with trips already included in the base scope of work.)*

Consultant Team	COTF
• Board, PC + CC Kickoff + Update Meeting Materials, Attendance, Facilitation + Summaries (Three Meeting Series)	• Kickoff Event Speaker Identification + Ongoing Board, PC + CC Update Meeting Logistics, Notification + Attendance (Three Meeting Series)

3- DIGITAL COMPREHENSIVE PLAN $2,500

The Final Plan could be incorporated into a Digital Comprehensive Plan, hosted by COTF, which would include links between the Comprehensive Plan document and an interactive mapping system, allowing ease of use, and ease of updates within a digital realm. Logan Simpson would provide the outline, organization, and final land use plan for COTF inclusion within the website. COTF would be responsible for the functionality and hosting of the Digital Comprehensive Plan with links and reverse links between the document and interactive mapping system.

Consultant Team	COTF
• Digital Comprehensive Plan Outline + Organization	• Digital Comprehensive Plan Functionality + Hosting

ATTACHMENT C
Optional Tasks

4- WEBSITE HOSTING, FUNCTIONALITY, + ONGOING UPDATES $15,500

Logan Simpson would identify and apply for a domain name, create the format for, and populate the initial website based on the process and phases within the Comprehensive Plan. Through the year-long process, Logan Simpson would continually update both website, and associated social media pages, such as Facebook and Twitter to highlight plan milestones, notify public of upcoming events and meetings, and load meeting materials, summaries, etc. These updates could create a continuous online dialogue focused on the Comprehensive Plan, and allow a one-source repository for all plan data and information.

ATTACHMENT D

Optional Tasks Costs

PHASE	LABOR	EXPENSES	TOTAL
1-Current Plan Audit	$2,500	$0	**$2,500**
2-Joint Boards, PC + CC Kickoff Event + Ongoing Outreach	$8,000	$1,500	**$9,500**
3-Digital Comprehensive Plan	$2,500	$0	**$2,500**
4-Website Hosting, Functionality + Ongoing Updates	$15,000	$500	**$15,500**

ATTACHMENT E
Fire Station Strategic Evaluation & Costs

FIRE STATION STRATEGIC EVALUATION

As part of the Comprehensive Plan, Logan Simpson would like to request to add Emergency Services Consulting International, as a sub-consultant, in order to assist with a Fire Station Strategic Evaluation, which will build on the overall evaluation of the community, and analyze fire station needs and response times. Specifically, the study will look at the need of adding a fourth or fifth fire station based on the Comprehensive Plan vision and goals.

This evaluation will include a review of staffing and equipment deployment, including locations of current and possible locations of future station locations. Projections will be based on the Comprehensive Plan vision, goals, and projected land use for the plan timeframe. General short and long-term strategies specific to fire service will be included within the Comprehensive Plan.

ANTICIPATED COST: ***$25,000***

LOGAN SIMPSON
DESIGN INC.

CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made as of May 11, 2015, by and between the City of Twin Falls, (Owner), and Logan Simpson Design Inc. (LSD), an Arizona corporation (Consultant), for the Twin Falls Comprehensive Plan Update (Project).

In consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. SCOPE OF SERVICES: Consultant's Scope of Services (Services) to Owner shall consist of those tasks for the Project described in Attachment A, dated 05/11/2015, which is attached and made part of this Agreement.

2. COMPENSATION AND INVOICING:

A. For satisfactory performance of services, Owner shall pay to Consultant the lump sum compensation of $100,000, as detailed in Attachment B.

B. Consultant shall submit a progress report, if requested, and a monthly invoice for all work completed each month, in the form required by Owner, if any. Owner shall pay Consultant within 30 days of the invoice date.

3. SCHEDULE: Services under this Agreement shall begin upon notice to proceed and be completed in accordance with the Project schedule shown in Attachment A and any subsequent revisions issued.

4. RESPONSIBILITY OF CONSULTANT:

A. Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise errors or deficiencies in its designs, drawings, specifications, and other services when directed by Owner.

B. Neither Owner's review, approval or acceptance of, or payment for, services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable to Owner in accordance with applicable law for all damages to Owner caused by Consultant's negligent performance of any of the services furnished under this Agreement.

C. Consultant shall appoint an individual acceptable to Owner to serve as Consultant's Project Manager and primary contact for the day-to-day activities of Consultant under this Agreement. During the term of this Agreement, Consultant shall be available for consultation at such times and at such location as Owner from time to time may direct.

D. Consultant shall not make changes to key personnel designated in its proposal for the Project without Owner's prior approval which shall not be unreasonably withheld. Approval by Owner of any personnel or subcontractor shall not relieve Consultant of its liability or responsibility for the proper performance of the Services under this Agreement.

E. Consultant agrees to conduct its services hereunder in accordance with all applicable Federal and State laws, regulations, and local ordinances. Consultant shall indemnify and hold Owner harmless from any and all fines, penalties, costs, or liability arising from Consultant's failure to comply with all applicable laws.

F. Consultant represents and warrants to Owner that it is licensed and authorized, and holds required permits (if applicable), to perform the services required by Attachment A in any jurisdiction covered by this Agreement.

G. Consultant represents and warrants to Owner that it is and will remain free from conflicts of interest and has not employed or retained any company or person, other than a bona fide employee, to solicit or secure work under this Agreement.

5. REVIEW AND INSPECTION: Representatives from Owner are authorized to review and inspect Project activities and facilities during Consultant's normal business hours.

6. STANDARD OF CARE: Consultant represents that the Services performed by Consultant under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by or under the direction of members of Consultant's profession currently practicing in the same locality as the Project under similar conditions.

7. OWNERSHIP OF INSTRUMENTS OF SERVICE: All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by Consultant as instruments of service shall become and remain the property of Owner upon final payment to Consultant. Consultant shall not be responsible for the unauthorized reuse or modification of its work product.

8. CHANGES IN THE WORK: At any time after execution of this Agreement, Consultant may identify, or Owner may request or direct, changes in Consultant's Services consisting of additions, deletions, and revisions within the general scope of services being performed by Consultant under this Agreement. Whenever a change in the scope and/or time for performance of services occurs, Consultant shall promptly notify and submit to Owner, within a reasonable time, an estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing structure of this Agreement. If an adjustment to Consultant's time or cost is justified, Owner will issue an addendum to this Agreement. Consultant shall not undertake any additional work outside of its Scope of Services without prior written approval and authorization by Owner.

9. INDEPENDENT CONSULTANT: Consultant shall at all times be an independent contractor under this Agreement with respect to performing services for Owner and is responsible for the means and methods used in performing the Services. The employees furnished by Consultant to perform the Services shall be and are Consultant's employees exclusively, and shall be paid by Consultant for all services in connection with this Agreement. Consultant shall be responsible for all payments, obligations and reports covering Social Security, Unemployment Insurance, Workmen's Compensation, Income Tax and other reports and deductions required by any applicable State, local or Federal law.

10. CONFIDENTIALITY:

A. In the performance of the Services, Consultant may acquire confidential information from Owner. Consultant shall not disclose to anyone not employed by Owner, nor use except on behalf of Owner, any such confidential information acquired in the performance of the Services except as authorized by Owner in writing and, regardless of the term of this Agreement, Consultant shall be bound by this obligation until such time as said confidential information shall lawfully become part of the public domain. Information regarding all aspects of Owner business and information concerning the Services (either directly or indirectly acquired by Consultant, its agents or employees or developed by Consultant, its agents or employees in the performance of the Services) shall be presumed to be confidential except to the extent that same shall have been published or otherwise made freely available to the general public by Owner without restriction. Notwithstanding the foregoing, Consultant may disclose confidential information if required by law or court order.

B. Consultant agrees that all tangible, as well as intangible forms of Owner confidential and proprietary information which Consultant acquires pursuant to this Agreement shall be safeguarded with the same degree of control and care as a reasonably prudent and similarly situated Consultant would exercise with respect to his or her own similar property and shall be returned to Owner upon request.

11. INDEMNIFICATION: Consultant agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Owner, its officers, directors and employees, against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, incurred in connection therewith, resulting from, or arising out of the negligent acts, errors or omissions of Consultant, its subcontractors, or anyone else for whom Consultant is legally liable, in the performance of Consultant's services under this Agreement. Consultant shall not be obligated to indemnify Owner in any manner whatsoever for Owner's own negligence. In no event shall Consultant's liability exceed the amount of its available insurance proceeds.

12. INSURANCE:

A. Consultant shall take out and maintain at its sole cost and expense the insurance coverage for this Agreement as set forth herein. All such insurance policies shall be provided by insurance companies having an A.M. Best's ratings of A- VII or greater.

1. Workers' Compensation Insurance in accordance with the statutory requirements of the states in which the Services are performed.
2. Commercial General Liability Insurance in a broad form and in an amount not less than One Million Dollars ($1,000,000) aggregate and per occurrence. This policy will provide coverage for personal and bodily injury, including death, property damage, and contractual liability.
3. Automobile Liability Insurance with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence and in aggregate covering Consultant's liability for death, bodily injury and property damage resulting from Consultant's activities for the use of owned, hired and non-owned vehicles.
4. Professional Liability Insurance including errors and omissions in an amount not less than One Million Dollars ($1,000,000) per claim and in the aggregate.

B. Evidence of all such required coverage shall be provided on an insurance certificate prior to beginning work on the Project. Renewal certificates will be provided to Owner prior to expiration of the current policies.

C. Owner may immediately, and without notice, have all compensation withheld or suspended, suspend Consultant from providing further Services, or terminate Consultant from this Agreement for any lapse in coverage or material change in coverage which causes Consultant to be in noncompliance with the requirements of this section.

D. Consultant shall require its subcontractors to indemnify Owner on the terms required by this Agreement and shall include Owner, and its respective officers, directors, agents and employees as additional insureds on the General Liability and Automobile Liability insurance certificates. Consultant's coverage shall be deemed primary insurance to any similar insurance maintained by Owner.

E. Consultant shall include a Waiver of Subrogation in favor of Owner on the Worker's Compensation, General Liability, and Automobile Liability insurance certificates.

13. RECORDS RETENTION AND MAINTENANCE: Consultant shall keep and maintain all books, papers, records, accounting records, files, accounts, expenditure records, reports, cost proposals with backup data and all other such materials related to the Agreement and other related project(s) for a period of five (5) years following the completion of the project.

14. TERMINATION:

A. Owner may, by written notice to Consultant, terminate this contract in whole or in part at any time, for any reason whatsoever. Upon receipt of such notice, Consultant shall: 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver to Owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Consultant in performing this contract, whether completed or in process.

B. Owner shall pay Consultant for all work satisfactorily performed prior to the effective date of termination plus reasonable termination costs and expenses.

C. Owner may suspend Consultant's Services for such period of time as Owner deems necessary. If such suspension is for Owner's convenience, Owner will issue a change order in accordance with Section 8.

D. The rights and remedies of Owner provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

15. DISPUTES: If any dispute arises out of or relates to this Agreement, or the breach thereof, if the dispute cannot be settled through direct discussions by the representatives of the Parties, the Parties agree to submit the matter to arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

The prevailing party in any arbitration or legal action between the parties herein shall be entitled to recover reasonable compensation of its attorney's fees and all costs incurred in such an action. The determination of the prevailing party and the amount of compensation to be awarded to that party shall be made by the judge or arbitrator who decides the claim, dispute or other matter. Interest shall also accrue and be payable on all liquidated, non-contingent sums at the highest rate permitted by law from the date such sums became due and payable.

16. NON-SOLICITATION: During the term of this Agreement and for two years following the termination or expiration of the Services performed under this Agreement, either Party shall not, without prior written consent directly solicit or employ, whether as an employee or independent consultant, any employee of the other Party.

17. SUCCESSORS AND ASSIGNS: Consultant shall not subcontract any part of the Services without prior written consent of Owner. Neither Consultant nor Owner shall assign any financial interest or right in this Agreement, including assignments resulting from a merger or acquisition, without both Parties' prior written consent which shall not be unreasonably withheld.

18. AFFIRMATIVE ACTION: Consultant shall also comply with all federal, state, and local laws, rules, ordinances and decisions, and executive orders dealing with affirmative action and nondiscrimination in employment and with subcontracting to disadvantaged, and to minority owned, and to woman owned businesses. In addition, Consultant shall comply with all policies, plans and procedures Owner may have with respect to these matters. All required federal clauses are incorporated herein by reference as if fully set forth.

19. SEVERABILITY AND SURVIVAL:

A. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

B. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

20. GOVERNING LAW: This Agreement, and any claim or dispute between the parties to this Agreement, shall be governed by the laws of the State of Colorado.

21. ENTIRE AGREEMENT: This Agreement together with the Attachments identified herein constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified or cancelled by a duly executed written change order document.

IN WITNESS HEREOF, Owner and Consultant have executed this Agreement as of the date first above written.

FOR OWNER:	**FOR CONSULTANT:**
City of Twin Falls	**Logan Simpson Design Inc.**
Corporation?	**An Arizona corporation**
______________________________	______________________________
Name	Principal/Project Manager Name
Title	Title

Date:	Monday, May 11, 2015
To:	Mayor and City Council
From:	Travis Rothweiler, City Manager

Request

A general discussion about the City Council's FY 2016 budget priorities and philosophies followed by citizen input.

Time Estimate

The estimated amount of time this item will take is 20 minutes.

Background

The purpose of this agenda item is to have a general discussion about the status of the City of Twin Falls' 2016 fiscal year budget. This is the first of three scheduled sessions prior to the presentation of the City Manager's recommended budget. The purpose of this first session is to capture the Council's and the community's goals and priorities for the upcoming fiscal year. The other two opportunities to provide input prior to the development of the budget will be on Tuesday, May 26th and Monday, June 8th. The City's Manager's recommended budget for the 2016 Fiscal Year will be presented to the members of the City Council for its review and debate in early July.

The City views its planning and operations in a strategic manner. Our fiscal, operational and organizational strategies are governed and directed by the City's 2030 Strategic Plan. The Strategic Plan has a series of vision statements, that when viewed collectively, will allow us to create and maintain an accessible, healthy, learning, environmental, responsible, prosperous, and secure community with a strong internal organization designed to be able meet the needs of our citizens, businesses and visitors. The Strategic Plan is divided into eight, equally important focus areas: a *Healthy Community*, a *Learning Community*, a *Secure Community*, an *Accessible Community*, an *Environmental Community*, a *Prosperous Community*, a *Responsible Community*, and recognition of the importance of the *Internal Organization*. For each focus area, there is a description of the vision for that topic in the year 2030. To review the vision descriptions, please see the City of Twin Falls 2030 Strategic Plan.

In each of the past three years, the preliminary conversations assisted in guiding the previous budget concepts and strategies. From several internal conversations, public informational listening sessions and planning meetings, the City Council developed five goals that served as guideposts for the FY 2016 Budget process.

Last week, the members of the City's Long-Term Planning Group presented their thoughts and suggestions. Their presentation was the culmination of a four-moth process. The members of this group spent time reviewing the City's Strategic Plan and discussing the organization's operational and capital needs. This group was tasked with updating the City's five-year fiscal planning model, tying the goals and objectives in the City's Strategic Plan to the budget, and defining the needs of the organization. The major themes presented by the members of the long term planning group's recommendation are:

- Additional personnel needs are high across the organization and these needs will only increase as the community continues to grow.
- Continue to support the "One City" concept.
- Invest in the equipment needed to improve efficiencies of current processes.
- Invest in upgrading current equipment to keep pace with its use and demand.
- We are a service organization that is committed to serving the community and its citizens in the most fiscally responsible manner possible.

In our continued pursuit of excellence, we will continue to review our processes beyond the budget conversations. The FY 2016 budget will continue to allocate funding to implement the City's new strategic planning objectives, critical infrastructure and facilities.

Approval

There is no approval process.

Budget Impact:

There are no budgetary or financial impacts from the conversation.

Regulatory Impact:

There is no regulatory impact.

Attachments

1. No Attachments