



Twin Falls City Council Agenda

Monday, April 20, 2020, 5:00 PM

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

Members: Suzanne Hawkins, Craig Hawkins, Nikki Boyd, Shawn Barigar, Gregory Lanting, Christopher Reid, Ruth Pierce

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) PROCLAMATIONS: None
- 4) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve the Accounts Payable for April 9-15, 2020.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve the April 13, 2020, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to approve the Findings of Fact and Conclusions of Law for the Bach Homes Zoning District Change and Zoning Development Agreement.
By: Jonathan Spendlove, Planning & Zoning Director
 - d) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing El Milagro Subdivision No. 1.
By: Mark Holtzen, City Engineer
- 5) ITEMS OF CONSIDERATION
 - a) **PRESENTATION:** Presentation by Joshua W. Kern M.D., Vice President of Medical Affairs, St. Luke's Health System.
By: Travis Rothweiler, City Manager
 - b) **ACTION ITEM:** Request to approve and adopt a resolution declaring a sole source supplier for GSB-Friction Seal.
By: Jon Caton, Public Works Director
 - c) **ACTION ITEM:** Request to authorize the Mayor to sign three purchase and sale agreements for the City of Twin Falls School Sidewalk project.
By: Erin Steel, Staff Engineer
 - d) **ACTION ITEM:** Request to move forward with the capital improvement project to purchase a Crime Scene Investigation Vehicle as approved in the 2020 fiscal year budget
By: Anthony Barnhart, Police Department

- e) **ACTION ITEM:** Discussion and possible action on an amendment to the agreement between the City of Twin Falls and the City Manager.

By: Suzanne Hawkins, Mayor

- 6) GENERAL PUBLIC INPUT: To provide public input to the City Council please send to:
Citizeninput@tfid.org
- 7) ADVISORY BOARD REPORT/ANNOUNCEMENTS
- 8) PUBLIC HEARINGS: None
- 9) ADJOURNMENT

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

Public Input Procedures

1. Individuals wishing to provide public input regarding matters relevant to the City of Twin Falls shall:
 - Wait to be recognized by the Mayor or Chairman
 - Approach the microphone/podium
 - State their name, and whether they are a resident or property owner in the City of Twin Falls, and proceed with their input.
2. The Mayor or Chairman may limit input to no less than two (2) minutes. Individuals are not permitted to give their time to other speakers.

Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor or Chairman shall review the public hearing procedures.
2. Individuals wishing to testify or speak before the City Council or Planning & Zoning Commission shall wait to be recognized by the Mayor or Chairman, approach the microphone/podium, state their name, and then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the staff. The staff shall make an audio recording of the Public Hearing.
3. A City Staff Report shall summarize the application and history of the request.
4. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
 - A complete explanation and description of the request.
 - Why the request is being made.
 - Location of the Property.
 - Impacts on the surrounding properties and efforts to mitigate those impacts.
5. Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor or Chairman.
6. The City Council or Planning & Zoning Commission may ask questions of staff or the applicant pertaining to the request.
7. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor or Chairman may limit public testimony to no less than two (2) minutes per person.
 - Individuals are not permitted to give their time to other speakers.
 - However, five (5) or more individuals that received written notice of the public hearing may appoint, by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the Mayor or Chairman. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, received by 12:00 p.m. on the date of the hearing shall be either read into the record or displayed to the public on the overhead projector.
8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. Responses shall be limited to answering the questions asked. The Mayor or Chairman may limit the time permitted for the answer.
10. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning & Zoning Commission shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.

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



Twin Falls City Council Minutes

Monday, April 13, 2020, 5:00 PM

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

****AMENDED AGENDA****

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Suzanne Hawkins, Vice Mayor Ruth Pierce, Council Member Shawn Barigar (by phone), Craig Hawkins (by phone), Greg Lanting, Christopher Reid (by phone) & Nikki Boyd (by phone).

Absent:

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble, City Attorney Shayne Nope, CFO Lorie Race, Police Chief Craig Kingsbury, Fire Chief Les Kenworthy, P&R Director Wendy Davis, P&Z Director Jonathan Spendlove, Accounting Specialist Janie Higgins, Help Desk Tech Kim Hafer, Finance Administrative Assistant Amy Luna.

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

2) PLEDGE OF ALLEGIANCE

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

3) PROCLAMATIONS

a) **PRESENTATION:** Arbor Day - Wendy Davis, Parks & Recreation Director

Council Member Lanting read the Arbor Day Proclamation.

Council Member Lanting spoke on the importance of planting trees.

b) **PRESENTATION:** National Crime Victims' Rights Week, April 19-25, 2020 - Kimberly Burkhalter, Twin Falls Police Department

Vice Mayor Pierce read the Proclamation for National Crime Victims' Rights Week, April 19- 25, 2020.

Chief Kingbury spoke on the subject.

4) CONSENT CALENDAR

MOTION: Council Member Boyd moved to approve the Consent Calendar as presented. **Vice Mayor Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0

a) **ACTION ITEM:** Request to approve the April 6, 2020, City Council Minutes.

b) **ACTION ITEM:** Request to approve the Accounts Payable for April 2-8, 2020.

5) ITEMS OF CONSIDERATION

a) **PRESENTATION:** Presentation by Joshua W. Kern M.D., Vice President of Medical Affairs, St. Luke's Health System.

City Manager Rothweiler introduced Dr. Kern, Vice President of Medical Affairs, St. Luke's Health system, who made a presentation on the COVID pandemic.

Discussion ensued on the following:

Council Member Lanting: Thanked Dr. Kern for being here each week. Spoke in favor of St. Luke's and their testing. Asked about future testing and if the testing will be widespread.

Mayor Hawkins thanked Dr. Kern for his presentation.

- b) **ACTION ITEM:** Request to approve an expenditure from contingency reserves to make repairs and mold abatement at Fire Station 2.

Fire Chief Kenworthy made a request to approve an expenditure from contingency reserves to make repairs and mold abatement at Fire Station 2.

Request amount: \$9,000.00

Discussion ensued on the following: None

MOTION: **Council Member Reid** moved to approve the request for **\$9,000.00** from contingency reserves to make repairs and mold abatement at Fire Station #2. **Council Member Lanting** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- c) **ACTION ITEM:** Request to purchase items/equipment needed to equip the new Pierce Velocity 100' Aerial Platform.

Chief Kenworthy requested to purchase items/equipment needed to equip the new Pierce Velocity 100' Aerial Platform.

Amount Requested: \$20,500.00

Discussion ensued on the following:

Vice Mayor Pierce: Are these amounts being added to the lease or out of reserves?

Council Member Boyd: The \$15,000.00t that was saved is coming off the lease?

MOTION: **Council Member Boyd** moved to approve the request to purchase items/equipment needed to equip the new Pierce Velocity 100' Aerial Platform in the amount of \$20,500.00. **Council Member Lanting** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- d) **ACTION ITEM:** Request from the Parks and Recreation Commission to review the "additional text" criteria described in the Council adopted Donation Policy regarding plaque inscriptions.

P&R Director Davis presented a request from the P&R Commission to review the "additional text" criteria described in the Council adopted Donation Policy regarding plaque inscriptions.

Discussion ensued on the following:

Council Member Barigar: Gave clarification on the request. Spoke in favor of this request.

MOTION: **Council Member Barigar** moved to approve the request for "additional text" criteria described in the Council adopted Donation Policy regarding plaque inscriptions. **Vice Mayor Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- e) **DISCUSSION ITEM:** Review of proposed changes to Title 3 Business Regulations - Chapters 1, 5, and 18.

Accounting Specialist Higgins & P&Z Director Spendlove presented a review of proposed changes to Title 3 Business Regulations - Chapters 1, 5, and 18.

Discussion ensued on the following:

Council Member Lanting: Will this chapter be re-numbered when this is completed?

Vice Mayor Pierce: Asked for clarification on the fees related to the chapter 18.

Council Member Barigar: Asked about the "One License" option and who the vendors are going to be.

Mayor Hawkins: Asked about the "Ice Cream Trucks". Talked about having mobile vendors in residential areas.

Council Member Barigar: Talked about mobile vendors going into residential areas and how to handle it in the future. Asked about the "public property" liability insurance portion. What is the timeline for these drafts to come back and to be put into effect?

Deputy City Manager Humble: Explained the timeline for the changes.

Mayor Hawkins: Spoke in favor of doing all at once.

Vice Mayor Pierce: Are there portions that would have affected another area of the chapter?
Spoke in favor of going forward with the Mobile Vendor now.

Council Member Barigar: In favor of doing all at once but may need to go forward piece by piece.

City Manager Rothweiler: Spoke about how to move forward.

- 6) **GENERAL PUBLIC INPUT: To provide public input to the City Council please send to: Citizeninput@tfid.org**
None received.

7) **ADVISORY BOARD REPORT/ANNOUNCEMENTS**

Dispatcher Appreciation Week - We will be doing our celebration later.

Thursday we will be holding an employee press conference at 11:00 am.

Mayor Hawkins spoke about the AIC changes.

8) **PUBLIC HEARINGS**

- a) **ACTION ITEM:** Request for a Zoning District Change & Zoning Development Agreement from C-1 PUD to C-1 ZDA for the Westpark Subdivision No. 11 c/o EHM Engineers, Inc. on behalf of Bach Homes. (PZ20-0001) On February 25, 2020, Planning and Zoning Commission recommended approval to City Council by a vote of 6-0.

P&Z Director Spendlove requested for a Zoning District Change & Zoning Development Agreement from C-1 PUD to C-1 ZDA for the Westpark Subdivision No. 11 c/o EHM Engineers, Inc. on behalf of Bach Homes. (PZ20-0001)

Tim Vawser from EHM Engineers, Inc., spoke for the applicant via the phone.

Discussion ensued on the following:

Council Member Lanting: Expressed a concern about the overflow parking, especially in the north end.

Vice Mayor Pierce: Talked about parking on the east side and on the curve. What would it take to make no parking on the north end?

Deputy City Manager Humble: Explained the process to put up no parking signs on the north end.

Public Hearing Opened: 6:33 pm

Public Hearing Closed: 6:36 pm

Council Member Lanting: Spoke in favor of this motion but still has concerns on the parking.

Council Member Barigar: Spoke in favor of the parking as presented.

MOTION: Council Member Barigar moved to approve the request for a Zoning District Change & Zoning Development Agreement from C-1 PUD to C-1 ZDA for the Westpark Subdivision No. 11 to include the staff recommendations. Council Member Lanting seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

9) ADJOURNMENT

The meeting adjourned at 06:41 PM

Amy Luna, Finance Administrative Assistant



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:

Zoning District Change & Zoning Map Amendment,
Application,

Bach Homes
c/o EHM Engineers, Inc.

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FINDINGS OF FACT,

CONCLUSIONS OF LAW,

AND DECISION

Applicant(s)

This matter having come before the City Council of the City of Twin Falls, Idaho on **Monday, April 13, 2020** for public hearing pursuant to public notice as required by law for a Request for a Zoning District Change and Zoning Map Amendment from C-1 and C-1 CRO PUD to C-1 & C-1 CRO ZDA and to allow triplex and duplex housing units as a permitted use, and modify the residential parking ratio requirements for the Bach Homes ZDA, in the Northbridge No. 2 PUD, and the City Council 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 a Zoning District Change and Zoning Map Amendment from C-1 and C-1 CRO PUD to C-1 & C-1 CRO ZDA and to allow triplex and duplex housing units as a permitted use, and modify the residential parking ratio requirements for the Bach Homes ZDA, in the Northbridge No. 2 PUD.
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: **March 26, 2020.**
3. The property in question is zoned **C-1 and C-1 CRO** PUD pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as **Mixed Use** in the duly adopted Comprehensive Plan of the City of Twin Falls.
4. The existing neighboring land uses in the immediate area of this property are: to the north, **Canyon Crest Dr., Commercial**; to the south, **Commercial**; to the east, **Canyon Crest Dr., Commercial and Vacant**; to the west, **Multi- Family Residential**.

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

CONCLUSIONS OF LAW

1. The application for a Zoning District Change and Zoning Map Amendment from C-1 and C-1 CRO PUD to C-1 & C-1 CRO ZDA and to allow triplex and duplex housing units as a permitted use, and modify the residential parking ratio requirements for the Bach Homes ZDA, in the Northbridge No. 2 PUD is consistent with the purpose of the **C-1 & C-1 CRO ZDA Zone**, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections **10-4-8, 10-4-9, North Bridge No. 2, 10-6** of the Twin Falls City Code.

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

4. Public services may not be available at the time of development, depending upon the speed of development of this and other subdivisions and the ability of the City to obtain additional water and/or sewer capacity. A rezone of this property is not a guarantee city utilities are available. A will-serve letter will be issued upon review and approval for a final plat and/or a phase of a final plat.

5. The application for a Zoning District Change and Zoning Map Amendment from C-1 and C-1 CRO PUD to C-1 & C-1 CRO ZDA and to allow triplex and duplex housing units as a permitted use, and modify the residential parking ratio requirements for the Bach Homes ZDA, in the Northbridge No. 2 PUD should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls and to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

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

DECISION

1. The application for a for a Zoning District Change and Zoning Map Amendment C-1 and C-1 CRO PUD to C-1 & C-1 CRO ZDA and to allow triplex and duplex housing units as a permitted use, and modify the residential parking ratio requirements for the Bach Homes ZDA, in the Northbridge No. 2 PUD 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 and to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"EXHIBIT NO. A"

1. Subject to site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to comply with applicable City Codes and standards.
2. Subject to the recordation of Westpark No. 11 Final Plat.
3. Subject to building heights as presented on the applicant supplied site plan and elevations.

APPLICATION #: **PZ20-0001**



Date: Monday, April 20, 2020
To: Honorable Mayor and City Council
From: Mark Holtzen, City Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to accept the Improvement Agreement for the purpose of developing El Milagro Subdivision No. 1.

Time Estimate:

N/A

Background:

Prior to development, an Improvement Agreement is required. The developer is meeting that requirement with this document.

Approval Process:

Accepting the Improvement Agreement allows the developer to develop the lots. After acceptance of utilities or a financial guarantee provided to the City, the lots can be sold.

Budget Impact:

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

Regulatory Impact:

Approval of this request will allow the applicant to proceed to develop the property.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council approve the request and authorize the Mayor to sign the Improvement Agreement.

Attachments:

1. Improvement Agreement - El Milagro

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this ____ day of ____, 2020, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and _____
Syringa Housing Corp hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development El Milagro Subdivision No. 1.

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

WHEREAS, Developer desires to develop said real property for the following purposes:
Construction of Multifamily Apartment Housing.

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

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

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

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

W I T N E S S E T H

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

I.

City agrees: ~~(1) to operate and maintain all approved streets, alleys, service roads, excluding state highways, constructed under the terms of this Agreement in any public rights-of-way or easements and which are presently within or subsequently annexed into the City limits. Those streets, excluding state highways, lying outside the City limits and within the City Area of Impact shall be constructed to City standards but shall become the responsibility of the Twin Falls Highway District until such time as they are annexed or a maintenance agreement is signed by the City and the Twin Falls Highway District.~~ (2) To operate and maintain all approved water lines, ~~pressure irrigation lines,~~ storm drainage lines, sewer lines constructed under the terms of this Agreement in any public rights-of-way or easements and to provide water, sewer, ~~and pressure irrigation service~~ to the Developer's real property, subject to all ordinances, rules and regulations governing sewer, water service, ~~and pressure irrigation.~~ (3) To maintain non-pressure irrigation lines only where they cross City streets. ~~(4) Storm water facilities will be maintained in an easement, if there exists a safety hazard the City has an entitlement to maintain.~~ All other maintenance of non-pressurized irrigation lines is the responsibility of the Twin Falls Canal Company or the irrigation users.

II.

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

a. Surety Bond

1. Accrual - The Bond shall accrue to the City covering construction, operation and maintenance of the specific public improvement.
2. Amount - the bond shall be in an amount equal to one hundred percent (100%) of the total estimated cost for completing construction of the specific public improvements, as estimated by the Developer's Engineer and approved by the City Engineer.
3. Term Length – The minimum term length shall be two (2) years or until the bond is released by the City, whichever is later.

4. Bonding for Surety Company - The bond shall be with a surety company authorized to do business in the State of Idaho, acceptable to the City Council.
 5. The escrow agreement shall be drawn and furnished by the subdivider to the satisfaction of the City Council.
- b. Cash Deposit, Certified Check, Negotiable Bond, or Irrevocable Bank Letter of Credit.
1. Treasurer, Escrow Agent or Trust Company - A cash deposit or certified check shall be deposited into the City's development escrow account. After the improvements have been accepted, the funds will be returned. A negotiable bond or an irrevocable bank letter of credit, shall be held by the City until the improvements are accepted.
 2. Dollar Value - The dollar value of the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be equal to one hundred percent (100%) of the estimated cost of construction for the specific public improvements, as estimated by Developer's Engineer and approved by the City Engineer.
 3. Escrow Time - The escrow time for the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be until all required improvements are completed and accepted by the City Engineer.
 4. Progressive Payment - In the case of cash deposits or certified checks, an agreement between the City and the subdivider may provide for progressive payment out of the cash deposit or reduction of the certified check, negotiable bond or irrevocable bank letter of credit, to the extent of the cost of the completed portion of the public improvement, in accordance with a previously entered into agreement.
- c. Trust Agreements.
1. Per the terms of the trust agreement.
 2. Trust agreement must be approved by City Council.

III.

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

- a. Prepare a master utility plan showing the location of all existing and proposed utility lines to include but not be limited to sewer, water, gas, electricity, telephone, irrigation, pressure irrigation, and storm sewer.
- b. Prepare detailed plans and specifications for construction of all improvements required by this Agreement and shall include but not be limited to a complete set of construction plans, including profiles, cross-sections, specifications and other supporting data, for all required public streets, utilities and other facilities. Such construction plans shall be based on preliminary plans which have been approved with the preliminary plat, and shall be prepared in conjunction with the final plat. Construction plans are subject to approval by the responsible public agencies. All construction plans shall be prepared in accordance with the public agencies' standards and specifications. If improvements are not completed within two (2) years, the Developer shall provide an updated, current version of the updated plans and specifications to current city standards. The Developer may request an extension of the approvals previously given for another two (2) years.
- c. Engineer of record shall notify the City in writing of schedule before construction begins.
- d. Perform construction surveying, staking, testing, inspection and administer the construction of all facilities required by this contract.
- e. Submit all test reports, inspection reports, change orders and construction diaries to the City Engineer every week during the construction of the development or subdivision.
- f. Prepare and submit an updated copy of the enclosed development and subdivision checklist to the City Engineer every week during the construction of the development or subdivision, and also upon completion of the project.
- g. Submit to the City Engineer the final plans, and master utility plan for the City records showing any approved changes to the original plans and specifications. A permanent drawing in ink on approved Mylar sheets and an electronic media copy

of the plans in current ACAD using City standard format shall be provided within thirty (30) days after completion of the project.

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

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

The City agrees to provide asphalt pavement confirmation testing for conformance with City standards, but it shall be the responsibility of Developer's Engineer or other certified individuals to provide all necessary quality control and required testing during construction. All tests shall be taken at a frequency based upon Idaho Standard for Public Works Construction (ISPMC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings.

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

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

IV.

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

V.

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

VI.

The Developer and the City agree that the improvements listed herein are required unless specifically waived by action of the City Council and that said improvements will be constructed on any public rights-of-way or easements approved and accepted by the City Council all as designed by the Developer's Engineer and approved by the City Engineer and in accordance with standards established by the City Engineer and that all required improvements will be completed in a timely manner. If improvements are not completed within two (2) years, the Developer shall provide an updated, current version of the developer's agreement and financial guarantee for City Council consideration along with updated plans and specifications to current city standards. The Developer may request an extension of the approvals previously given for another two (2) years.

VII.

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

VIII.

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

IX.

The City shall provide no compensation for the cost of an oversize water, sewer line, and pressure irrigation. In the case of water, sewer, or pressure irrigation lines extended adjacent to or outside the limits of development, the Developer shall be eligible for payback from adjacent property owners pursuant to Ordinance No. 2979. The Developer shall also be eligible for compensation when a private developer extends or connects to any water, sewer, pressurized irrigation or street system previously installed by private developer, pursuant to Resolutions 2017-13.

X

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

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

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

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

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

The Developer shall be responsible for any damage to any existing public improvements and shall repair or replace any such damage as required by the City Engineer, during or after completion of this project. The Developer shall submit a Right-of-Way permit and Traffic Control Plan to be approved by the City of Twin Falls prior to any road or sidewalk closures.

XI.

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

PUBLIC WAYS

(a) Required Improvements

- (1) Curb, gutter and sidewalk on all public street rights-of-way.
- (2) A standard residential street ~~thirty three feet (33') wide with an eight inch (8") gravel course and two and a half inch (2.5") asphaltic concrete surface course on all public~~ street rights-of-way serving residential use property.
- (3) Residential, private streets, and service roads, private parking and maneuvering will be equal to or greater than the residential street sections as specified in the City of Twin Falls revisions to ISPWC.
- (4) A standard collector street forty eight feet (48'), wide per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings, serving commercial use property or as a collector street. Whenever a street serves an industrial use property the City Engineer will determine the appropriate structural section.
- (5) Arterial typical sections will be designed by the developer's Engineer and approved by the City Engineer.
- (6) A sidewalk, per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings, is required on all public pedestrian rights-of-way. Four foot (4') sidewalks, by special permission of the City Engineer, are allowed by ISPWC and the City of Twin Falls Revisions to the Specifications and Standard Drawings for minor residential streets under certain conditions.
- (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A portion of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to arterial and collector streets as Right-of-Way. Within that Right-of-Way the developer shall install a five feet (5') landscape strip with a sprinkler system to the City of Twin Falls Parks and Recreation standards and shall also

install a six foot (6') sidewalk. The landscaping will be maintained by the city and funded through a fee added to the utility bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. TFCC §10-12-4.2(O).

- (8) Street signs and traffic control devices on all public streets.
- (9) Street lights as determined by City policy for street light installation.

(b) City Costs

- (1) The cost of any street signs or traffic control devices installed by the City on new or existing streets.
- (2) The cost of any required street lights (standard luminaires mounted on a wood pole). The Developer shall pay the extra cost of any decorative luminaries or poles. Prior approval will be required, and the cost of maintenance, replacement and power usage will be considered.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto

WATER SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-8-3, 7-8-10 and 10-12-4.2 water line and fittings eight inch (8") minimum diameter that will transport a flow of water, which will satisfy fire, domestic, other water demands of the development, based upon the City water pipe sizing plan and computer water model. Water line extension shall include connection from the existing City Water System to each building site and fire hydrants and then loop back to the City System in a manner that will provide a properly functioning system approved by the City Engineer, Water Superintendent and Fire Chief. If the development is to be constructed in phases, the water system shall be looped back to the City system during the first phase. Any water main connections closer than 150' to each other will not be considered looped without prior City approval. No dead-end lines will be allowed during any phase of the project.

- (2) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City water distribution network in accordance with existing sizing guidelines.
- (3) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users or creating a critical situation in the suppression of fires.
- (4) Fire hydrant connections and fire hydrants spacing shall comply with the minimum standards set by the Fire Rating Bureau, American Water Works Association, and the International Fire Code. The maximum length of dead end fire lines shall be one hundred and fifty feet (150'). Fire hydrants are required in all developments.
- (5) One water service line shall be constructed to each building site at the time the water mains are installed. The design shall minimize the length of the service line and shall terminate at the Right-of-Way. Service taps are not allowed in intersections.

Meters shall be grouped at adjacent side lot lines when possible or at another location if requested by the Developer and approved by the City Engineer and Water Superintendent. Water meter boxes will not be allowed in driveway approaches. Any cost associated in relocating meters from driveway approaches will be the responsibility of the Developer or Lot Owner.

All new water service lines made from new water mains to serve any new development will be the responsibility of the Developer. The developer shall complete all work except when connecting to a live waterline. The City will make the necessary main line taps after payment of the required water connection permit fees.

- (6) One water service line tap, meter box, and service line shall be constructed for each building connected to the City water system. Multi-units less than three may be approved for additional service lines. It is understood and agreed that the City will make all service line taps on live lines, and that the

fee paid by the developer for a Water Connection Permit will reimburse the City for such work. All other work to be completed by the Developer.

- (7) It is further understood and agreed that the City will make all connections to the existing water system. The developer will disinfect the water system and submit testing results to the City prior to making the system live.
- (8) All water valves shall be provided with a gravel access 12" thick where no public roadway currently exists.

(b) City Costs

- (1) None.

(c) Required Inspections

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls Revisions thereto.

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-7-4, 7-7-11 and 10-12-4.2 a waste water collection system (eight-inch (8") minimum diameter) that will transport a flow of waste water, under conditions of maximum and minimum discharge from the development, to the existing City waste water system.
- (2) Waste water sewer lines adjacent to or internal to the development will be sized to continue the orderly expansion of the City Waste Water Collection System in accordance with existing sizing guidelines and computer sewer model.
- (3) Manholes to provide access for maintenance and cleaning of the sewer lines located at any change of grade or alignment of the sewer, at the end of each sewer and spaced not more than four hundred feet (400') apart.
- (4) During construction of the curb the letter S shall be stamped into the top or face of the curb directly in front of the sewer service line location. The impression shall be not less than one and one half inches (4") high.
- (5) All manholes shall be provided with a gravel access 12" thick where no public roadway currently exists.

(b) City Costs

- (1) None.
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto.

STORM DRAINAGE SYSTEM

- (a) Required Improvements
 - (1) Any valley-gutters, ditching, grading or other surface drainage facilities necessary to convey any storm run-off originating from or traversing across the proposed development over the land surface to a point of retention, detention or discharge approved by the City Engineer.
 - (2) Any catch basin, storm sewer and other sub-surface drainage facilities necessary to convey any storm run-off, originating from or traversing across the proposed development, to a point of retention, detention or discharge approved by the City Engineer.
 - (3) If storm run-off cannot be conveyed without causing damage to public or private property or without being an unreasonable inconvenience or hazard to a private individual, a group of individuals, or the general public, the storm drain shall be piped to the retention facility.
 - (4) All retention areas are to be on private property or tracts.

- (b) City Costs

- (1) None.

- (c) Required Inspections and Testing

- (1) The City will inspect all dry wells for geometry and materials. With prior written approval from the City Engineer other individuals may be authorized to inspect the work. Rock will be submitted for approval prior to placement in dry wells. A request for inspection shall be called in, forty eight (48) hours in advance or two (2) working days whichever is greater.

GRAVITY IRRIGATION SYSTEM

- (a) Required Improvements

- (1) Any pipe, boxes or other appurtenances necessary to convey all irrigation water in underground pipe across the development and any adjacent public

property. Irrigation facilities outside an established City irrigation district shall be constructed in an easement on private property except where it is necessary for irrigation water to cross the public right-of-way and all such crossings shall be perpendicular to the center line of said right-of-way unless otherwise approved by the City Engineer due to some unusual condition. Fences will not be located on top of irrigation facilities.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto.

PRESSURE IRRIGATION SYSTEM

(a) Required Improvements

- (1) Pursuant to Section 7-8-3 of the City Code, the use of the City's potable water supply as the primary source of irrigation water in all new developments shall be prohibited. For purposes of this subsection, the term "new development" means any new subdivision or ZDA, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or ZDA. ~~One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be transferred to the City of Twin Falls before the filing of the final plat for use in the City's pressurized irrigation system.~~
- ~~(2) Pressure irrigation water mains and fittings shall be six inch (6") minimum diameter or larger irrigation pipe that will transport a flow of water, which will satisfy all irrigation water demands of the development, based upon the computer irrigation water model that the developer's engineer has prepared or found in the current Pressurized Irrigation master plan.~~
- ~~(3) Pressure irrigation lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the~~

- ~~City Pressure Irrigation water distribution network in accordance with existing sizing guidelines.~~
- (4) Pressurized irrigation valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users. One pressure irrigation water service line shall be constructed to each subdivision lot site at the time the pressure irrigation water lines are installed. The design shall minimize the length of the service line and shall terminate at the Right-of-Way. Service taps will not be allowed in intersection. One Pressure irrigation water service line tap, irrigation box, and service line shall be constructed for each subdivision lot connected to the City pressure irrigation water system.
- (5) The Developer shall be responsible for all costs incurred in designing and installing the pressure irrigation station. This includes the land, pumps, motors, filters, enclosures, delivery system to the station from the TFCC head gate and away from the station on the historical path, storage, ~~Supervisory Control and Data Acquisition (SCADA) system~~, and power to the station.
- (6) All pressure irrigation system plans must be prepared by the Developer's engineer and shall be according to the Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings.
- ~~(7) The Pressure Irrigation System shall be located within easements, right-of-ways and/or property deeded to the City of Twin Falls.~~
- (8) Private Pressure Irrigation Systems shall be located outside City Right-of-Way and within easements. No Public infrastructure will be associated with a private Pressure Irrigation System.
- (b) City Cost.
- (1) None
- (c) Required Inspections and Testing

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto.

SPECIAL FEATURES

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

- a) Required Improvements

See attached "Exhibit A"

- b) City Costs

- (1) None.

XIII.

The developer shall submit an Improvement Agreement with each individual construction phase.

The two (2) year time limit, (indicated in Section VI of the Agreement) for completing the required improvements shall begin from the date of the recordation of this agreement. The Developer may request an extension of the approvals previously given for another two (2) years.

XIV.

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

XV.

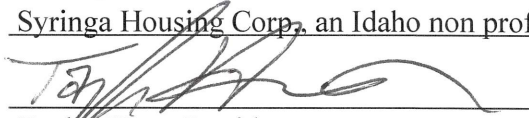
In the event of a breach of Agreement, or should legal action of any kind be taken to enforce the provisions, hereof, the prevailing party shall be entitled to reasonable attorney fees and costs awarded by the Court.

Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk_____
Mayor

Developer

Syringa Housing Corp., an Idaho non profit corporation

Taylor Hunt, PresidentSTATE OF IDAHO)
)ss.
County of Twin Falls)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public for Idaho, personally appeared _____, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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

Notary Public for Idaho
Residing

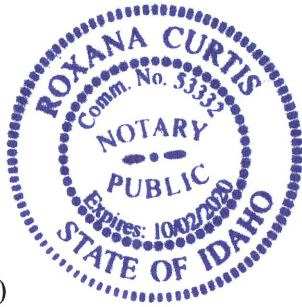
CORPORATION

STATE OF IDAHO)
)ss.
County of Ada)

On this 6th day of April, 2020, before me, the undersigned, a Notary Public for Idaho, personally appeared Taylor Hunt, known or identified to me (or proved to me on the oath of _____) to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the

person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Roxana Curtis
 Notary Public for Idaho
 Residing Ada County

PARTNERSHIP

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

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

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

 Notary Public for Idaho
 Residing _____

NOTICE OF DEVELOPER'S AGREEMENT

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

El Milagro Subdivision No. 1

The Agreement imposes certain obligations upon the developer for the development of the subject property, and upon the developer's heirs, successors in interest and lawful assigns. Details of the conditions and obligations may be found by examining or photocopying the Agreement at the Office of the City Engineer, 203 Main Ave E, Twin Falls, Idaho 83301.

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer

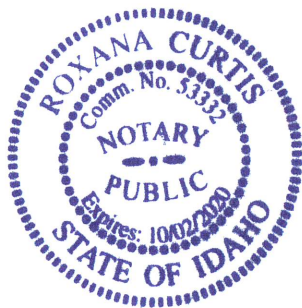
Syringa Housing Corp., an Idaho nonprofit corporation


Taylor Hunt, President

STATE OF IDAHO)
)ss.
County of Ada)

On this 6th day of April, 2020, before me, the undersigned, a Notary Public for Idaho, personally appeared Taylor Hunt, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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



Roxana Cortez
Notary Public for Idaho
Residing Ada County

IMPROVEMENT AGREEMENT

EXHIBIT A

Page 2: Section (1) is amended as follows:

Delete all sections of text within Section (1) and replace with "(1) that the streets within the roadway tracts will be owned and maintained by the landowner."

Page 2: Section (2) is amended as follows:

Delete "pressure irrigation lines" from the second line as shown crossed out.

Delete "and pressure irrigation service" from lines 3 and 4 of this section as shown crossed out.

Delete "and pressure irrigation" from line 5 of this section as shown crossed out.

Add the following text to section (2) "The property owner shall own, operate, and maintain the pressure irrigation system."

Page 2: Section (4) is amended as follows:

Delete the first section of this section as shown crossed out which reads "Storm water facilities will be maintained in an easement, if there exist a safety hazard the City has an entitlement to maintain."

Replace the first sentence of this section with the following sentences. "Storm water facilities within the roadway Tracts shall be owned, operated, and maintained by the City of Twin Falls. The City shall be granted access, and permission to modify, maintain, or clean stormwater facilities which are not contained within Tracts in the event of a safety hazard when the owner fails to act."

Page 8: Section (a) Required Improvements item (2) shall be amended to read:

(2) A standard residential street shall be constructed per the City approved construction plans for all streets contained within the roadway Tracts located within the boundaries of El Milagro Subdivision Phase I.

Page 13: Section (a) Required Improvements item (1) shall be amended as follows:

Delete the last 4 sentences of this item which contains the following text "One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be transferred to the City of Twin Falls before the filing of the final plat for use in the City's pressurized irrigation system." as shown crossed out.

Required Improvements Items (2), (3), (4), and (7) shall be deleted in their entirety as shown crossed out.

Required Improvements Item (5) shall be amended to delete the text, "Supervisory Control and Data Acquisition (SCADA) System" as shown crossed out.



Date: Monday, April 20, 2020
To: Honorable Mayor and City Council
From: Jon Caton, Mark Thomson

ACTION ITEM

Request:

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

Time Estimate:

10-15 Minutes to present, plus time for Council questions.

Background:

The Street Department invests approximately \$1,000,000 annually in some form of surface treatment for city streets. Historically, the types of treatments have been Chip seal, Slurry Seal and Fog Seal. Chip seal is the most robust treatment used and has also received the most customer complaints from the biking community. Public Works is committed to supporting a multi-modal transportation system and the Street Department continually looks for new and innovative maintenance solutions.

Last year, Streets tried a alternative sealcoat called GSB-Friction seal. GSB-Friction seal is a registered trademark product of Asphalt Systems, Inc. developed to be used as a robust seal coat that is "smoother" and more compatible with bicycles than traditional chip seal.

Public Works was very happy with the application and performance of this alternative sealcoat method and would like to use it again this year for Zone 8. Since it is proprietary, it is the only vendor available and a Sole Source Resolution will be required in order to procure services.

In accordance with Idaho Code: 67-2808(2) Sole Source expenditures. (ii) Where the compatibility of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration; and (v) The purchase of public works construction, services or personal property for which it is determined there is no functional equivalent;

Because this product is proprietary, and because it is for a specific service delivery, Staff is requesting Council approval for a Sole Source Resolution for Friction seal.

Approval Process:

Requires Council Approval

Budget Impact:

This resolution will allow Staff to use budgeted funds as part of the Annual Zone Maintenance Seal Coat.

This year, Public Works intends to Friction Seal approximately 241,460 square yards of roadway which is estimated to be \$694,000. The actual amount invoiced will be based on a unit price cost times the actual

amounts of material used. This estimate provides approximately 10% contingency.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends Council approve a Sole Source Resolution for GSB-Friction Seal ®.

Attachments:

1. Resolution Declaring Sole Source for GSB-Friction Seal - R-2020-005
2. 2020 Friction Seal-11x17
3. ASI_GSB-FrictionSeal_Sole_Source_Ltr_Twin-Falls-City_2020-1

RESOLUTION NO. 2020-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, DECLARING A SOLE SOURCE SUPPLIER FOR GSB-FRICTIONSEAL® EMULSION/AGGREGATE PAVEMENT PRESERVATION MATERIAL.

WHEREAS, Idaho Code 44-1001 requires that public works projects must employ 95% bona fide Idaho residents as employees on such projects except for procurement of sole source expenditures authorized in Idaho Code 67-2808(2); and,

WHEREAS, Idaho Code §67-2808(2)(a)(ii) permits sole source expenditures where the compatibility of equipment, components, or service is the paramount consideration; and,

WHEREAS, Idaho Code §67-2808(2)(a)(v) permits sole source expenditures where there is no functionally equivalent source for the acquisition of services and personal property reasonably available; and,

WHEREAS, this product is paramount to the type of work to be accomplished; and,

WHEREAS, there is only one (1) source for this proprietary product.

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

Section 1: The Twin Falls City Council hereby declares that Asphalt Systems, Inc. (ASI) shall be the sole source of the 2020 friction seal project.

Section 2: That notice of sole source procurement shall be published in the Times-News at least fourteen (14) calendar days prior to the award of the contract.

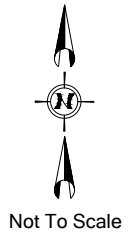
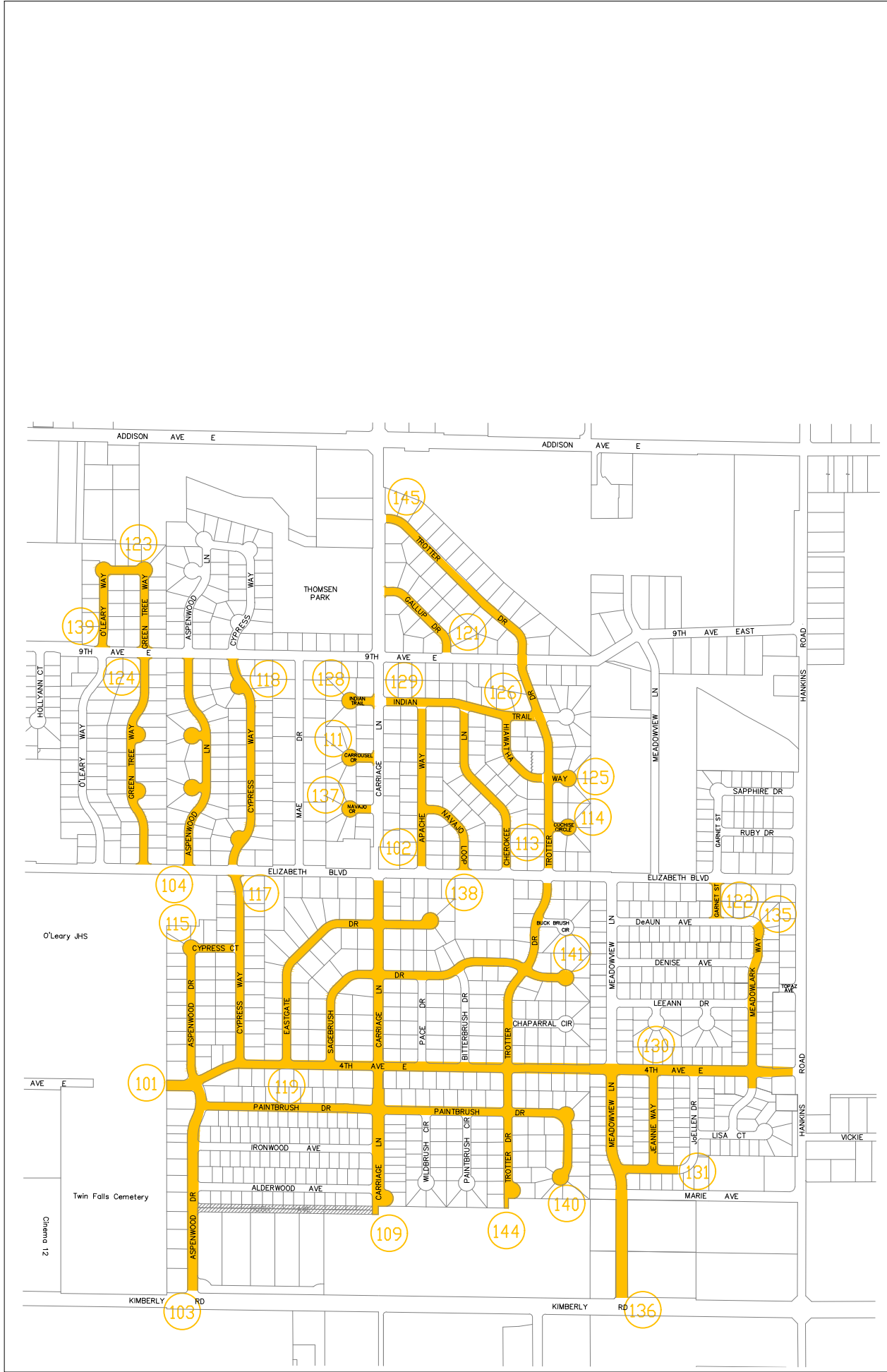
PASSED BY THE CITY COUNCIL: _____ April 20, 2020.
SIGNED BY THE MAYOR: _____, 2020.

Suzanne Hawkins
MAYOR

ATTEST:

DEPUTY CITY CLERK

Publish: _____



CITY OF TWIN FALLS

2020 Zone 8 Friction Seal Map

 Friction Seal



March 25, 2020

Attn: Dean Littler
City of Twin Falls Street Department
Twin Falls, Idaho

To whom it may concern,

This letter is to confirm that we manufacture and supply our GSB-FrictionSeal® emulsion/aggregate treatment as a Sole Source pavement preservation material. Moreover, GSB-FrictionSeal® is a registered and trademarked product of Asphalt Systems, Inc.® (ASI), located in Salt Lake City, Utah.

If you have any further questions or concerns, please do not hesitate to contact myself at 801-972-2757, or you may also contact Rick LaBelle at 208-313-3455 for further assistance.

Sincerely,

Phil Manning – General Manager
Asphalt Systems, Inc.
Salt Lake City, Ut.



Date: Monday, April 20, 2020
To: Honorable Mayor and City Council
From: Erin Steel, Staff Engineer

ACTION ITEM

Request:

ACTION ITEM: Request to authorize the Mayor to sign three purchase and sale agreements for the City of Twin Falls School Sidewalk project.

Time Estimate:

5 Minutes

Background:

During the previous fiscal year, City Council asked staff to complete multiple sidewalk projects throughout the City near schools to create safe routes usable by students. Two locations were selected by Council, both locations are major pedestrian routes lacking sidewalk. The first is Grandview Drive North, from Rock Creek Elementary terminating at an existing sidewalk at Hometowne subdivision. The second location begins at Orchard Drive and extends down the east side of Harrison Street South to El Camino Avenue where kids will cross at the intersection and walk on previously constructed sidewalk the rest of the way to South Hills Middle School.

Both locations needed Right-of-Way (ROW) from property owners to complete the sidewalk projects. Three property owners will be impacted, and staff worked with them to obtain the needed ROW to add sidewalk. Staff and property owners have agreed to terms as outlined in the purchase and sale agreements. In exchange for the ROW dedication to the City of Twin Falls, the City will fulfill the requirements outlined in the agreements and construct the sidewalk improvements.

The sidewalk project for both locations was recently released for bid and staff will return and report to Council after bids are received to identify the low bidder and to consider awarding the contract.

Approval Process:

A majority vote by Council will authorize the Mayor to sign the agreements.

Budget Impact:

The funding for the sidewalk project was included in the budget for Fiscal Year 19 as forgone money. That funding has rolled over to reserves. Approving these agreements will trigger payment to the property owners per the agreements. Once bids are received on the project, staff will come back before Council for consideration of award and the use of reserves to fund the project. If the project is awarded, construction is anticipated to start May 2020.

Regulatory Impact:

None

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that Council authorize the Mayor to sign the agreements.

Attachments:

1. Martens Combined Agreement
2. Eden Combined Agreement
3. Mason Combined Agreement

1091 HARRISON STREET R/W PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of ____, 2020, by and between, **GERALD MARTENS**, hereinafter referred to as "Seller," and **THE CITY OF TWIN FALLS**, hereinafter referred to as "Buyer."

1. **Sale and Purchase.** Seller hereby agrees to grant, bargain, convey and sell to Buyer, and Buyer hereby agrees to purchase certain right-of-way totaling about 1.436 acres across the western boundary of the property described as parcel RPT00107280890 located on the east side of Harrison Street between Orchard Drive and Lacasa Loop, more commonly identified as 1091 Harrison Street South, Twin Falls, Idaho and as depicted in the record of survey exhibit and parcel description attached to this agreement.

2. **Purchase Price.** As consideration for the Right-of-Way described in Section 1, Buyer agrees to mitigate the impacts of the granting of the right-of-way, which mitigation includes compensation and site improvements as identified in Attachment 1 of this agreement.

3. **Delivery of Documents to Buyer.** At closing, Sellers shall deliver to Buyer the following documents: Granting of Right-of-Way by Seller is to be conveyed by Quit Claim, and is to be marketable and insurable.

4. **Delivery of Documents to Seller.** At closing, Buyer shall deliver a check payable to the Seller per Attachment 1, parts 2 and 6.

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

6. **Partial Invalidity.** In the event any portion of this Agreement or part hereof shall be

determined invalid, void or otherwise unenforceable, the remaining provisions hereunder, or part thereof, shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

7. **Paragraph Headings.** The paragraph headings of this Agreement are for clarity in reading and are not intended to limit or expand the contents of the respective paragraphs.

8. **Closing Date.** The closing shall occur on ____ day of ____, 2020, at ____.

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

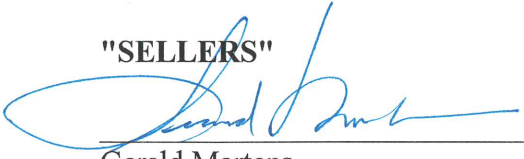
10. **Survival of Provisions.** Each covenant, condition, warranty and representation herein made shall survive the closing and not merge into the closing documents. If the Right-of-Way Exhibits, Attachment 1, and this Agreement conflict in any manner, the terms of the Right-of-Way exhibits and Attachment 1 shall control.

11. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors and assigns of the parties hereto.

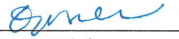
12. **Parties' Further Assurance.** The parties each for themselves do further covenant to the other to execute any and all other documents which may be necessary to effect the conveyances contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first
above written.

"SELLERS"



Gerald Martens



Title

"BUYER"

THE CITY OF TWIN FALLS

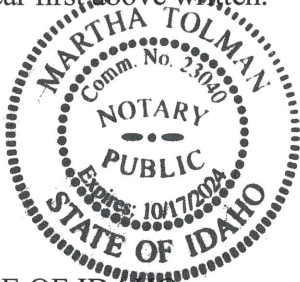
By _____

MAYOR

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

On this 9th day of April, 2020, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Gerald Martens, and acknowledged to me the execution this agreement and granting of the right-of-way.

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



Martha Tolman
NOTARY PUBLIC
Residing at: Twin Falls
My Commission Expires: 10/17/24

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

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared _____, known to me to be the _____ of the City of Twin Falls, Idaho and executed the said instrument, and acknowledged to me that the City of Twin Falls, Idaho executed the same.

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

NOTARY PUBLIC
Residing: _____
My Commission Expires: _____

Attachment 1 for 1091 Harrison Street R/W Purchase and Sales Agreement

Items of Consideration as part of the granting of Right-of-Way for 1091 Harrison Street Property to the City of Twin Falls, in Twin Falls, Idaho:

City Responsibilities:

1. General:

- a. The City sponsored improvements are considered to be fair value for the dedication of a 39' wide right-of-way easement along the full length of Mr. Martens' property located on the east side of Harrison Street within the project limits and the additional right-of-way at the side-street approaches in identified in this agreement – totaling about 1.436 acres. Refer to the right-of-way exhibits.
- b. The City shall cause the improvements depicted on the construction plans to be constructed unless noted otherwise. These improvements generally consist of removal of existing concrete irrigation pipe, importing fill, installing curb and gutter, sidewalk, and building 2-1/2 side-street approaches.
- c. Mr. Martens is partnering with the City to complete these improvements ahead of development of his property for the benefit of access. In doing so he is moving up the time table for Curb, Gutter, Sidewalk, (and/or) Roadway. Once the project is completed and accepted, the City will accept this as his improvements for the Calistoga Springs development and no further reconstruction of Curb, Gutter, Sidewalk (and/or) Roadway if completed at the same time will be required when development adjacent to the project commences.

2. Monetary Compensation for Anticipated Impacts Resulting from Dedication of Additional Right-of-Way:

- a. City to issue a check to Mr. Martens for payment which:
 - i. Will be in-lieu of adjusting the pivot and its spray coverage to avoid watering the new City R/W, and
 - ii. Will be in-lieu of the City replacing the buried 10" concrete gravity irrigation pipe with a 4" pressure irrigation line (including sprinkler heads), and
 - iii. Will be in-lieu of installing the temporary construction fence if done by Mr. Martens' contractor, and
 - iv. Will be in-lieu of installing the permanent 5-strand barbed-wire fence (refer to item 4.a.i and 4.a.ii) if done by Mr. Martens' contractor and,
 - v. Additionally, it will be based on the value provided by the City's Contractor's bid for the 1" minus pit run to be placed between the proposed curb and the existing pavement if Mr. Martens constructs the half-street improvements.
- b. Compensation for the items "iii" above will be based on the lesser of the quote from Mr. Martens' contractor(s) or \$2,805.00.

Attachment 1 for 1091 Harrison Street R/W Purchase and Sales Agreement

- c. The City will not be responsible for any other monetary compensation to Mr. Martens as part of this agreement that is not delineated above.
- 3. Right-of-Way Dedication:
 - a. The right-of-way to be dedicated to the City of Twin Falls consists of a right-of-way along the full length of Mr. Martens' property (RPT 00107280890) located on the east side of Harrison Street within the project limits, and the dedication of additional right-of-way at the three (3) proposed side street approaches totaling about 1.436 acres.
 - i. Right-of-way width of 39' as measured from the centerline of Harrison Street and thence to the east.
 - ii. Right-of-way length of about 1,500' long from the north property line to the angled south property line.
 - iii. Additional right-of-way for the proposed El Camino Avenue, Driftwood Drive, and Mulberry Lane side street approaches.
 - iv. Refer to the right-of-way exhibits for additional details on the right-of-way.
 - b. The City will provide the legal descriptions and needed documentation for the granting of the new right-of-way. The City will also facilitate the recording of the right-of-way documents.
 - c. The City will have a licensed surveyor place pins at the limits of the recorded right-of-way and file a record of survey for the pins.
- 4. Specific Items of Note on City Sponsored Improvements:
 - a. Fencing:
 - i. Temporary Fencing: The City will pay a compensation check to Mr. Martens in the amount of \$2,805 for temporary fencing to be installed by Mr. Martens contractor.
 - ii. Permanent Fencing: The City is to include a bid item in the construction documents for a 5-Strand Barbed-wire fence on metal tee-posts (ISPMC Type 1b-5 Strand) for permanent fencing. Mr. Martens intends to pay the difference to have an upgraded (more decorative) fence installed (refer to Item 2.a.iv) by his own contractor. In the case that Mr. Martens does not do any improvements, the City will have the temporary barbed-wire fencing updated or replaced resulting in a permanent 5-strand barbed wire fence.
 - iii. Gates: A gate set is to be provided at the Mulberry Lane approach and will be included as part of the fencing costs. Additional gates may be installed at the other approaches at Mr. Martens expense.
 - iv. Removal of existing Fencing: To be included in the City's Contractor's work and is to include disposal of the fencing materials. Mr. Martens will be allowed to remove and salvage the existing fencing prior to the City's Contractor beginning work on the project if he so desires. Removal of

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existing fencing is not part of the monetary compensation to Mr. Martens.

b. Irrigation:

- i. Removal of the Existing 10" Irrigation Line: City's contractor to remove about 1,130' of buried 10" concrete irrigation line from the pump (located about 250' south of the El Camino Avenue Alignment) up to the northernmost concrete structure (located about 870' north of the El Camino Avenue alignment). The concrete structure at the northern end of the buried 10" gravity pipe is to be removed.
- ii. The concrete irrigation box structure (located about 150' north of the El Camino Avenue alignment) is to be protected in place, however the 10" concrete pipes connected to both of its sides are to be removed.
- iii. The existing pivot pump-works (located about 250' south of the El Camino Avenue alignment) are to be protected in place, and the City will issue a temporary easement within the City's new right-of-way for the pump-works. It is expected that the pump-works will remain at this location until Mr. Martens' adjacent property is developed (5 to 15-years expected), at which time all the pump-works will be removed and the temporary easement will expire becoming null.

c. Curb, gutter, and sidewalk:

- i. Curb gutter and sidewalk is to be constructed between the north side of the El Camino Avenue ADA Ramp improvements and the south side of Orchard Drive.
- ii. The sidewalk is to be 6' wide and will typically be located between 31' and 37' east of the Harrison Street centerline.
- iii. When the City completes its construction project, the finished curb, gutter, and sidewalk will become part of the City's system and Mr. Martens will only be responsible for cracks or damaged caused by the actions of his employees or agents.
- iv. The City will fill the "planter strip" between the curb and sidewalk with topsoil to within 2" of the top of sidewalk.
- v. The City will provide sleeves for irrigation piping crossing approaches to serve the "planter strip" but no landscaping or irrigation will be provided by the City for said planter strip.

d. Side-street Approaches:

- i. Side-street approaches for the portion of the property south of the El Camino Avenue alignment are not covered in this agreement.
- ii. Locations of side-street approaches: City will allow for three side-street approaches on the east side of Harrison Street starting at the El Camino Avenue alignment and moving north. The three (3) locations are:
 1. El Camino Alignment/existing ranch house entrance

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2. Driftwood Alignment: this is located about 460' north of the existing El Camino Avenue Alignment
3. Mulberry Alignment: this is located about 1,040 north of the existing El Camino Avenue Alignment
- iii. 30' Radii to be used for the R/W; 20' Radii to be used for curb/gutter returns; 36' wide residential street (face of curb to face of curb).
- iv. Grading is to drop from the east edge of the proposed valley gutter at 1.5% towards the east (1.5% due to ADA cross-slope requirements).
- v. Improvements at El Camino: The City constructed improvements for the El Camino Avenue side-street approach are:
 1. Curb, gutter, ADA curb ramp, and curb turn fillet on north side of approach.
 2. Crushed aggregate (Type 1) road base to transition from the new concrete fillet to existing grades of the current driveway.
- vi. Improvements at Driftwood and Mulberry:
 1. Curb, gutter, ADA curb ramp, and curb turn fillets on the north and south sides of the side street approaches.
 2. Concrete Valley Gutter (per TFSD-708) width per plan (8' anticipated) will be constructed across the approach.
 3. Asphalt paving and associated gravel structural section to be installed in the portion of the approach between the valley gutter and the ends of the curb turn fillets to facilitate pedestrian/bicycle access between the ADA curb ramps.
 4. Structural section of the residential street portion of each approach to be 2.5" hot-mix asphalt over 2" Base aggregate over 6" Subbase aggregate.
- e. Roadway Improvements (on the east side of Harrison St):
 - i. The City will construct the roadway improvements from Orchard Drive to the south side of the Southern Comfort Subdivision (Randy Hicks Property) which is the north end of Mr. Martens' property.
 - ii. The City will construct tapered widening from the centerline of the El Camino Avenue alignment/Ranch-house entrance to about 250-feet south of the El Camino Avenue alignment.
 - iii. If Mr. Martens' half-street improvements for Harrison Street from the north end of his property to the El Camino Avenue alignment are delayed or he chooses not to construct them, the City will place 1" minus pit-run gravel in the area between the edge-of-asphalt and the new gutter. In this case the City will also install a 6" diameter pipe on the south side of the Driftwood and Mulberry approaches to drain water from the graveled area to the field east of the sidewalk.

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- f. Existing Power Poles: The City will coordinate with Idaho Power to have the existing power poles shifted to the east (1' to 4') to be centered between the proposed curb and gutter and sidewalk improvements with a minimum 18" from Face of Curb to edge of pole.

Mr. Martens Responsibilities:

5. General:

- a. Mr. Martens will dedicate a right-of-way of about 1.436 acres along the full length of his property located on the east side of Harrison Street within the project limits to the City of Twin Falls.
- b. Mr. Martens will make all irrigation improvements/adjustments needed due to the dedication of the additional right-of-way and the City's use of that additional right-of-way not specifically discussed as City's responsibility above.
- c. Mr. Martens will maintain the area between the curb and the sidewalk.
- d. Mr. Martens will coordinate with the City's contractor to ensure that his contractor(s) do not cause delays to the City's contractor.
- e. It is anticipated that Mr. Martens will have all the temporary fencing and final fencing improvements/adjustments made. However, the City is to be prepared to install temporary 5-strand barbed-wire fencing for their project should Mr. Martens be delayed.
- f. It is anticipated that Mr. Martens will construct half-street improvements on the east side of Harrison St from centerline to the new curbing to be installed by the City's contractor.

6. Monetary Compensation for Anticipated Impacts Resulting from Dedication of Additional Right-of-Way:

- a. Mr. Martens will provide the City with copies of his contractor quotes for the work to modify the irrigation system and installing the permanent fencing. These quotes will be compared with the bid prices received by the City for their project, and the City will use the lesser of Mr. Martens' quotes or the bid prices in determining the amount of compensation to be paid to Mr. Martens.
- b. Mr. Martens is to be compensated for the work on the existing irrigation system which is expected to consist of adjusting the existing pivot sprinkler system and installing a 4" pressure irrigation line to water the field corners (refer to Item 8.b later in this document for additional details).
- c. Mr. Martens is to be compensated for the value of a permanent 5-strand barbed-wire fence. Value is to be based Item 2.a.
- d. If Mr. Martens' contractor installs the temporary fencing, then the City will compensate him for it based on Item 2.a.
- e. If Mr. Martens has the half-street improvement constructed, then the City will compensate him for the value of installing 1" minus pit run between the existing

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pavement shoulder and the new concrete gutter. Value will be based on the Bid Item in the City's Construction Project.

- f. Mr. Martens will not be entitled to compensation for items not delineated above unless this agreement is amended and signed by both parties.

7. Right-of-Way Dedication:

- a. The right-of-way to be dedicated to the City of Twin Falls consists of a right-of-way along the full length of Mr. Martens' property (RPT 00107280890) located on the east side of Harrison Street within the project limits, and the dedication of additional right-of-way at the three (3) proposed side street approaches totaling about 1.436 acres.
 - i. Right-of-way width of 39' as measured from the centerline of Harrison Street and thence to the east.
 - ii. Right-of-way easement length of about 1,500' long from the north property line to the angled south property line.
 - iii. Additional right-of-way for the proposed El Camino Avenue, Driftwood Drive, and Mulberry Lane side street approaches.
 - iv. Refer to the right-of-way exhibits for additional details on the right-of-way.
- b. Mr. Martens will provide the City with a written Permission to Grade authorization for embankment work that is expected to extend beyond the right-of-way. Mr. Martens will protect the new embankment as he uses the ground for his agricultural purposes.
- c. Mr. Martens will make the easement dedication and the permission to grade to the City even if it is determined that his portions of the work will not be constructed (due to death, being incapacitated, financial insolvency, etc.).

8. Specific Items of Note on Mr. Martens' Improvements:

- a. Fencing:
 - i. Fencing shall not encroach onto the new right-of-way. The fencing at the side street approaches may be rectilinear rather than following the curved right-of-way.
 - ii. Temporary Fencing: The City is to be prepared to construct temporary fencing in the case that Mr. Martens' part of the project is delayed, or to include the additional amount of \$2,805.00 in the compensation check to Mr. Martens if his contractor installs the temporary fencing.
 - iii. Permanent Fencing: Mr. Martens intends to pay the difference to have an upgraded (more decorative) fence installed by his own contractor. In the case that Mr. Martens does not do the upgraded permanent fence improvements within the project timeframe the City will have the temporary barbed-wire fencing updated or replaced resulting in a permanent 5-strand barbed wire fence per ISPWC Type 1b-5 Strand fence standard.

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- iv. Gates: A gate set is to be provided at the Mulberry Lane approach and will be included as part of the fencing costs. Additional gates may be installed at the other approaches at Mr. Martens expense.
- v. Removal of existing Fencing: To be included in the City's Contractor's work and is to include disposal of the fencing materials. Mr. Martens will be allowed to remove and salvage the existing fencing prior to the City's Contractor beginning work on the project if he so desires. Removal of existing fencing is not part of the monetary compensation to Mr. Martens.
- b. Irrigation: Mr. Martens is responsible for modifying/adjusting his irrigation system on the property where the right-of-way is being dedicated to ensure that the City's improvements are not damaged by irrigation water. This work is expected to include but is not limited to the following items:
 - i. Adjusting the location of the center pivot tower, adjusting the length of the sprinkler pivot, adjusting the sprinkler heads/end-gun, and changing the pivot programming.
 - ii. Installing a 4" pressure irrigation line to replace the 10" buried gravity line that provided irrigation water for the field corners. This includes the connection to the existing pivot pump-works (located about 250' south of the El Camino Avenue alignment) with all associated modifications to accommodate the new 4" pressure line. It is expected that the pump-works will remain at this existing location until Mr. Martens' adjacent property is developed (5 to 15-years expected), at which time all the pump-works will be removed and the temporary easement will be nullified.
- c. Landscaping between curb and sidewalk:
 - i. Mr. Martens will be responsible for future installation of landscaping between the curb and the sidewalk. The landscaping shall be per City of Twin Falls Standards at time of development.
 - ii. The sprinkler system and controller(s) for the future installed landscaping shall also conform to City of Twin Falls Standards, and shall be provided with pressure irrigation water from the property owner (Mr. Martens, later home-owner's association, etc.) or the City's pressure irrigation when it becomes available.
- d. Roadway Improvements (on the east side of Harrison St):
 - i. If Mr. Martens constructs half-street roadway improvements on Harrison Street along his property, the improvements shall conform to City of Twin Falls Standards and shall extend from the Harrison Street centerline to the new concrete gutter. The structural section shall be 3" Hot-mix asphalt over 6" of ¾" Type I crushed aggregate over 17" of Type I or Type II crushed aggregate.

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- ii. Mr. Martens shall ensure that his roadway contractor does not cause delays to the City's contractor if their work times overlap. In addition, Mr. Martens shall plan his work to be done while the South Hills Middle School is not in session.
- iii. Mr. Martens may work with the City to secure a partial street closure for the roadway work, or full street closure if school is not in session.
- iv. If Mr. Martens' half-street improvements for Harrison Street from the north end of his property to the El Camino Avenue alignment are delayed or he chooses not to construct them, the City will place 1" minus pit-run gravel in the area between the edge-of-asphalt and the new gutter. In this case the City will also install a 6" diameter pipe on the south side of the Driftwood and Mulberry approaches to drain water from the graveled area to the field east of the sidewalk.
- v. Mr. Martens has asked that the approaches into the property be tilted down so as to not create too much fill for future extensions of the roadways to the east. This will result on water from Harrison Street to turn the approach and drain onto his property. Mr. Martens is aware of this and understands that per this agreement he will be accepting drainage of Harrison Street onto his property until such time as roadways extend and send them to the final retention basin as shown in Calistoga Springs Phase 1 development plans.

2392 GRANDVIEW DRIVE R/W PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of ____, 2020, by and between, **MATTHEW EDEN and TIFFANY EDEN**, hereinafter referred to as "Sellers", and **THE CITY OF TWIN FALLS**, hereinafter referred to as "Buyer".

1. **Sale and Purchase.** Sellers hereby agrees to grant, bargain, convey and sell to Buyer, and Buyer hereby agrees to purchase certain right-of-way easement totaling about 0.142 acres across the western part of the property described as parcel RP09S17E323430 located on the east side of Grandview Drive North between North Fork Road and Hometowne Road, more commonly identified as 2392 Grandview Drive North, Twin Falls, Idaho 83301 and as depicted in the record of survey exhibit and parcel description attached to this agreement.

2. **Purchase Price.** As consideration for the Right-of-Way Easement described in Section 1, Buyer agrees to mitigate the impacts of the granting of the right-of-way, which mitigation includes monetary compensation and site improvements as identified in Attachments 1 and 2 of this agreement.

3. **Delivery of Documents to Buyer.** At closing, Sellers shall deliver to Buyer the following documents: Granting of Right-of-Way Easement by Sellers is to be conveyed by Quit Claim, and is to be marketable and insurable.

4. **Delivery of Documents to Sellers.** At closing, Buyer shall deliver a check payable to the Sellers per Attachment 1, parts 2 and 6.

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

6. **Partial Invalidity.** In the event any portion of this Agreement or part hereof shall be determined invalid, void or otherwise unenforceable, the remaining provisions hereunder, or part thereof, shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

7. **Paragraph Headings.** The paragraph headings of this Agreement are for clarity in reading and are not intended to limit or expand the contents of the respective paragraphs.

8. **Closing Date.** The closing shall occur on _____, 2020, at _____.

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

10. **Survival of Provisions.** Each covenant, condition, warranty and representation herein made shall survive the closing and not merge into the closing documents. If the Right-of-Way Easement Exhibits, Attachment 1, Attachment 2, and this Agreement conflict in any manner, the terms of the Right-of-Way Exhibits and Attachments 1 and 2 shall control.

11. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors and assigns of the parties hereto.

12. **Parties' Further Assurance.** The parties each for themselves do further covenant to the other to execute any and all other documents which may be necessary to effect the conveyances contemplated by this Agreement.

13. **Brief Description of Attachments.** The Attachments to this Agreement, which attachments are hereby made part of this Agreement as if they were set out in full herein, include the following:

- Right-of-Way Exhibits consisting of a description of the proposed easement

dedication and a Record of Survey figure depicting the proposed easement.

- Attachment 1 which describes the Buyer’s proposed construction project and the Buyer’s and Sellers’ responsibilities and intentions with regards to the project and this agreement.
- Attachment 2 which includes an excerpt of the proposed construction plans depicting the proposed work to be done that constitute the “site improvements” identified in Item 2 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

"SELLERS"

Matthew Eden

Tiffany Eden

"BUYER"

THE CITY OF TWIN FALLS

By_____

(Title)

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

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared _____, and acknowledged to me the execution this agreement and granting of the right-of-way easement.

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

NOTARY PUBLIC

Residing at:_____

My Commission Expires:_____

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

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared _____, known to me to be the _____ of the City of Twin Falls, Idaho and executed the said instrument, and acknowledged to me that the City of Twin Falls, Idaho executed the same.

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

NOTARY PUBLIC

Residing:_____

My Commission Expires: _____

Attachment 1 for Mr. & Mrs. Eden @ 2392 Grandview Drive North R/W Purchase and Sales Agreement

Items of Consideration as part of the granting of Right-of-Way easement for 2392 Grandview Drive North Property to the City of Twin Falls, in Twin Falls, Idaho:

City Responsibilities:

1. General:

- a. The City sponsored improvements are considered to be fair value for the dedication of a 41' wide right-of-way easement along the full length of the Edens' property located on the east side of Grandview Drive north within the project limits— totaling about 0.142 acres. Refer to the right-of-way exhibits.
- b. The City shall cause the improvements depicted on the construction plans to be constructed unless noted otherwise. These improvements generally consist of removal of existing landscaping and appurtenances, installing curb and gutter, sidewalk, construction of two (2) residential driveway approaches, construction of asphalt roadway, and landscape repair to areas of disturbed soil.
- c. It is the City's opinion that the granting of a right-of-way easement by the Edens to the City would not create an island annexation per Idaho Code 50-222(3)(a)(ii).
- d. The City agrees to have the concrete and paving work identified in the Construction Plans (Attachment 2 to the Purchase and Sales Agreement) completed no later than December 31, 2020 subject to Force Majeure (refer to Item No. 5).

2. Monetary Compensation for anticipated impacts resulting from dedication of additional Right-of-Way:

- a. City to issue a check in the amount of \$2,600 to the Edens for payment which:
 - i. Will be in-lieu of adjusting/repairing the sprinklers and their spray coverage, and
 - ii. Will be in-lieu of the City replacing the two (2) trees and four (4) shrubs that are to be removed.
- b. The City will not be responsible for any other monetary compensation to the Edens as part of this agreement that is not delineated above.

3. Right-of-Way Dedication:

- a. The right-of-way easement to be dedicated to the City of Twin Falls consists of a right-of-way easement along the full length of the Edens' property (RP09S17E323430) located on the east side of Grandview Drive North within the project limits totaling about 0.142 acres.
 - i. Right-of-way easement width of 41' as measured from the centerline of Grandview Drive and thence to the east, except at the north end where it widens to 46' to match the adjacent improvements.
 - ii. Refer to the right-of-way exhibits for additional details on the proposed right-of-way easement.

- iii. The 41' right-of-way width is a negotiated reduction from the standard 46' right-of-way that is typically required for a road classified as an "Arterial".
- b. The City will provide the legal descriptions and needed documentation for the granting of the new right-of-way easement. The City will also facilitate the recording of the easement.
- c. The City will have a licensed surveyor place pins at the limits of the recorded easement and file a record of survey for the pins.
- 4. Specific Items of Note on City Sponsored Improvements:
 - a. Curb, gutter, and sidewalk:
 - i. Curb gutter is to be constructed along the full frontage of the property on the east side of the Grandview Drive North.
 - ii. The sidewalk is to be 5' wide and will be adjacent/attached to the curb and gutter (no park/landscape strip that is typical for an Arterial improvement).
 - iii. When the City completes the construction project, the finished curb, gutter, and sidewalk will become part of the City's system and will be maintained by the City until such time as the property is annexed into the City.
 - b. Driveways:
 - i. Two (2) residential style driveways (similar to the existing driveways on Washington Street North between Falls Avenue West and Filer Avenue) will be constructed as shown on the project construction plans.
 - ii. Driveways will be located near/at the locations of the existing driveways and are to be 20' wide.
 - iii. The east end of the of each concrete driveway will extend about 2' past the right-of-way easement, but this is a result of the reduction in the proposed right-of-way width from the standard 46' to the negotiated 41'.
 - c. Roadway Improvements (on the east side of Grandview Drive North):
 - i. The City will construct the roadway improvements along the full frontage of the Edens' property per the project's construction plans.
 - ii. When the City completes its construction project, the finished roadway will become part of the City's system and will be maintained by the City.
 - d. Sewer Service Backflow Valve: the City's contractor will relocate the backflow valve for the existing sewer service outside of the proposed right-of-way easement (as indicated on the plans).
 - e. Landscape Repair:
 - i. The City's contractor will repair the landscaping in areas where the soil has been disturbed by the construction activities and will ensure that the sprinkler irrigation system is operational and has been repaired/reconnected in the disturbed areas.

- ii. Where there is a change in elevation between the new improvements and the existing ground, the surface will be graded at a 4:1 (Horiz:Vert) slope to blend the two areas together.
 - iii. The existing dirt, sod, and landscape pavers that are removed from the construction area will be carefully salvaged and moved to a location on the property designated by the Edens.
 - iv. The walkway landscape pavers that are affected by the construction work shall be reset to tie back into the new improvements as part of the landscape repair (as indicated on the plans).
 - v. The existing mail box is to be relocated to the north end of the property.
 - vi. The City is providing a cash compensation to the Edens in-lieu of replacing trees and shrubs – estimated value \$1,900. The City will also provide an additional \$700 that the Edens may use to have a landscaper ensure that the sprinkler system is fully operational and balanced after the City's project is complete.
 - vii. The City will not be responsible for ensuring the viability of any landscaping installed by the Edens during or after the project, and the cash compensation is considered adequate recompense so the Edens are made whole due to the disturbances caused by the anticipated construction activities.
5. Force Majeure: The parties shall be excused for the period of any delay in performance of any obligations hereunder when prevented from doing so by cause or causes beyond either party's control, which shall include all labor disputes, civil disturbance, war, war-like operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fires or other casualty, pandemics, epidemics, inability to obtain any material or service, or acts of God.

Mr. Eden's Responsibilities:

6. General:
- a. The Edens will dedicate a right-of-way easement of about 0.142 acres along the full length of their property located on the east side of Grandview Drive North to the City of Twin Falls.
 - b. The Edens will provide reasonable access to the new right-of-way easement area and adjacent yard to allow for the construction activities of the project.
 - c. The Edens do hereby grant permission to the City and its contractors during the project to do responsible grading and work on the portion of their property immediately adjacent to the new right-of-way to facilitate the construction work of the project and the landscape repairs.

- d. The Edens will coordinate with the City and its contractor to facilitate the construction activities identified in the project construction plans.
- 7. Right-of-Way Dedication:
 - a. The right-of-way easement to be dedicated to the City of Twin Falls consists of a right-of-way easement along the full length of the Edens' property (RP09S17E323430) located on the east side of Grandview Drive North within the project limits totaling about 0.142 acres.
 - i. Right-of-way easement width of 41' as measured from the centerline of Grandview Drive and thence to the east, except at the north end where it widens to 46' to match the adjacent improvements.
 - ii. Refer to the right-of-way exhibits for additional details on the proposed right-of-way easement.
 - iii. The 41' right-of-way width is a negotiated reduction from the standard 46' right-of-way that is typically required for a road classified as an "Arterial".

2332 GRANDVIEW DRIVE R/W PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of ____, 2020, by and between, **ROCKY MASON and DEBBIE MASON**, hereinafter referred to as "Sellers", and **THE CITY OF TWIN FALLS**, hereinafter referred to as "Buyer".

1. **Sale and Purchase.** Sellers hereby agrees to grant, bargain, convey and sell to Buyer, and Buyer hereby agrees to purchase certain right-of-way easement totaling about 0.146 acres across the western part of the property described as parcel RP09S17E323435 located on the east side of Grandview Drive North between North Fork Road and Hometowne Road, more commonly identified as 2332 Grandview Drive North, Twin Falls, Idaho 83301 and as depicted in the record of survey exhibit and parcel description attached to this agreement.

2. **Purchase Price.** As consideration for the Right-of-Way Easement described in Section 1, Buyer agrees to mitigate the impacts of the granting of the right-of-way, which mitigation includes monetary compensation and site improvements as identified in Attachments 1 and 2 of this agreement.

3. **Delivery of Documents to Buyer.** At closing, Sellers shall deliver to Buyer the following documents: Granting of Right-of-Way Easement by Sellers is to be conveyed by Quit Claim Deed, and is to be marketable and insurable.

4. **Delivery of Documents to Sellers.** At closing, Buyer shall deliver a check payable to the Sellers per Attachment 1, parts 2 and 6.

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

6. **Partial Invalidity.** In the event any portion of this Agreement or part hereof shall be determined invalid, void or otherwise unenforceable, the remaining provisions hereunder, or part thereof, shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

7. **Paragraph Headings.** The paragraph headings of this Agreement are for clarity in reading and are not intended to limit or expand the contents of the respective paragraphs.

8. **Closing Date.** The closing shall occur on _____, 2020, at _____.

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

10. **Survival of Provisions.** Each covenant, condition, warranty and representation herein made shall survive the closing and not merge into the closing documents. If the Right-of-Way Easement Exhibits, Attachment 1, Attachment 2, and this Agreement conflict in any manner, the terms of the Right-of-Way exhibits and Attachments 1 and 2 shall control.

11. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors and assigns of the parties hereto.

12. **Parties' Further Assurance.** The parties each for themselves do further covenant to the other to execute any and all other documents which may be necessary to effect the conveyances contemplated by this Agreement.

13. **Brief Description of Attachments.** The Attachments to this Agreement, which attachments are hereby made part of this Agreement as if they were set out in full herein, include the following:

- Right-of-Way Exhibits consisting of a description of the proposed easement

dedication and a Record of Survey figure depicting the proposed easement

- Attachment 1 which describes the Buyer's proposed construction project and the Buyer's and Sellers' responsibilities and intentions with regards to the project and this agreement.
- Attachment 2 which includes an excerpt of the proposed construction plans further depicting and describing the proposed work to be done that constitute the "site improvements" identified as part of Item 2 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

"SELLERS"

Rocky R Mason

Debbie Mason

"BUYER"

THE CITY OF TWIN FALLS

By_____

(Title)

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

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared _____, and acknowledged to me the execution this agreement and granting of the right-of-way easement.

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

NOTARY PUBLIC
Residing at:_____
My Commission Expires:_____

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

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared _____, known to me to be the _____ of the City of Twin Falls, Idaho and executed the said instrument, and acknowledged to me that the City of Twin Falls, Idaho executed the same.

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

NOTARY PUBLIC
Residing at:_____
My Commission Expires:_____

Attachment 1 for Mr. & Mrs. Mason @ 2332 Grandview Drive North R/W Purchase and Sales Agreement

Items of Consideration as part of the granting of Right-of-Way easement for 2332 Grandview Drive North Property to the City of Twin Falls, in Twin Falls, Idaho:

City Responsibilities:

1. General:

- a. The City sponsored improvements are considered to be fair value for the dedication of a 41' wide right-of-way easement along the full length of the Masons' property located on the east side of Grandview Drive north within the project limits— totaling about 0.146 acres. Refer to the right-of-way exhibits.
- b. The City shall cause the improvements depicted on the construction plans to be constructed unless noted otherwise. These improvements generally consist of removal of existing landscaping and appurtenances, installing curb and gutter, sidewalk, construction of a residential driveway approach, construction of asphalt roadway, and landscape repairs to areas of disturbed soil.
- c. It is the City's opinion that the granting of a right-of-way easement by the Masons to the City would not create an island annexation per Idaho Code 50-222(3)(a)(ii).
- d. The City agrees to have the concrete and paving work identified in the Construction Plans (Attachment 2 to the Purchase and Sales Agreement) completed no later than December 31, 2020 subject to Force Majeure (refer to Item No. 5).

2. Monetary Compensation for anticipated impacts resulting from dedication of additional Right-of-Way:

- a. City to issue a check in the amount of \$3,600 to the Masons for payment which:
 - i. Will be in-lieu of adjusting/repairing the sprinklers and their spray coverage, and
 - ii. Will be in-lieu of the City replacing the two (2) trees and thirteen (13) shrubs that are to be removed.
- b. The City will not be responsible for any other monetary compensation to the Masons as part of this agreement that is not delineated above.

3. Right-of-Way Dedication:

- a. The right-of-way easement to be dedicated to the City of Twin Falls consists of a right-of-way easement along the full length of the Masons' property (RP09S17E323435) located on the east side of Grandview Drive North within the project limits totaling about 0.146 acres.
 - i. Right-of-way easement width of 41' as measured from the centerline of Grandview Drive and thence to the east, except at the south end where it curves to match into the North Fork Road right-of-way.
 - ii. Refer to the right-of-way exhibits for additional details on the proposed right-of-way easement.

- iii. The 41' right-of-way width is a negotiated reduction from the standard 46' right-of-way that is typically required for a road classified as an "Arterial".
- b. The City will provide the legal descriptions and needed documentation for the granting of the new right-of-way easement. The City will also facilitate the recording of the easement.
- c. The City will have a licensed surveyor place pins at the limits of the recorded easement and file a record of survey for the pins.
- 4. Specific Items of Note on City Sponsored Improvements:
 - a. Curb, gutter, and sidewalk:
 - i. Curb gutter is to be constructed along the full frontage of the property on the east side of the Grandview Drive North.
 - ii. The sidewalk is to be 5' wide and will be adjacent/attached to the curb and gutter (no park/landscape strip that is typical for an Arterial improvement).
 - iii. When the City completes its construction project, the finished curb, gutter, and sidewalk will become part of the City's system and will be maintained by the City until such time as the property is annexed into the City.
 - b. Driveway:
 - i. One (1) residential style driveway (similar to the existing driveways on Washington Street North between Falls Avenue West and Filer Avenue) will be constructed as shown on the project construction plans.
 - ii. The driveway will be located near/at the location of the existing driveway and is to be 20' wide.
 - iii. The east end of the concrete driveway will extend about 2' past the right-of-way easement, but this is a result of the reduction in the proposed right-of-way width from the standard 46' to the negotiated 41'.
 - c. Roadway Improvements (on the east side of Grandview Drive North):
 - i. The City will construct the roadway improvements along the full frontage of the Masons' property per the project's construction plans.
 - ii. When the City completes its construction project, the finished roadway will become part of the City's system and will be maintained by the City.
 - d. Sewer Service Backflow Valve: the City's contractor will install a new backflow valve for the existing sewer service outside of the proposed right-of-way easement (as indicated on the plans).
 - e. Landscape Repair:
 - i. The City's contractor will repair the landscaping in areas where the soil has been disturbed by the construction activities and will ensure that the sprinkler irrigation system is operational and has been repaired/reconnected in the disturbed areas.

- ii. Where there is a change in elevation between the new improvements and the existing ground, the surface will be graded at a 4:1 (Horiz:Vert) slope to blend the two areas together.
 - iii. The existing dirt, sod, and landscape accessories that are removed from the construction area are to be disposed of off-site by the contractor unless the Masons makes other arrangements.
 - iv. The City is providing a cash compensation to the Masons in-lieu of replacing trees and shrubs – estimated value \$2,900. The City will also provide an additional \$700 that the Masons may use to have a landscaper ensure that the sprinkler system is fully operational and balanced after the City's project is complete.
 - v. The City will not be responsible for ensuring the viability of any landscaping installed by The Masons during or after the project, and the cash compensation is considered adequate recompense so the Masons are made whole due to the disturbances caused by the anticipated construction activities.
5. Force Majeure: The parties shall be excused for the period of any delay in performance of any obligations hereunder when prevented from doing so by cause or causes beyond either party's control, which shall include all labor disputes, civil disturbance, war, war-like operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fires or other casualty, pandemics, epidemics, inability to obtain any material or service, or acts of God.

The Masons' Responsibilities:

6. General:
- a. The Masons will dedicate a right-of-way easement of about 0.142 acres along the full length of their property located on the east side of Grandview Drive North to the City of Twin Falls.
 - b. The Masons will provide reasonable access to the new right-of-way easement area and adjacent yard to allow for the construction activities of the project.
 - c. The Masons do hereby grant permission to the City and its contractors during the project to do responsible grading and work on the portion of their property immediately adjacent to the new right-of-way to facilitate the construction work of the project and the landscape repairs.
 - d. The Masons will coordinate with the City and its contractor to facilitate the construction activities identified in the project construction plans.
7. Right-of-Way Dedication:
- a. The right-of-way easement to be dedicated to the City of Twin Falls consists of a right-of-way easement along the full length of the Masons' property

(RP09S17E323435) located on the east side of Grandview Drive North within the project limits totaling about 0.146 acres.

- i. Right-of-way easement width of 41' as measured from the centerline of Grandview Drive and thence to the east, except at the south end where it curves to match into the North Fork Road right-of-way.
- ii. Refer to the right-of-way exhibits for additional details on the proposed right-of-way easement.
- iii. The 41' right-of-way width is a negotiated reduction from the standard 46' right-of-way that is typically required for a road classified as an "Arterial".



Date: Monday, April 20, 2020
To: Honorable Mayor and City Council
From: Anthony Barnhart, Police Department

ACTION ITEM

Request:

ACTION ITEM: Request to move forward with the capital improvement project to purchase a Crime Scene Investigation Vehicle as approved in the 2020 fiscal year budget

Time Estimate:

Fifteen minutes to present and answer any questions.

Background:

The new purpose-built Crime Scene Investigation (CSI) vehicle would replace our current CSI van. Our current van is a 1994 Ford Econoline. This vehicle needs to be replaced due to its age, maintenance records, practicality and current/future service needs. A vehicle that is purpose built for crime scene response would significantly enhance our agencies ability to process major crime scenes. The current CSI van was not built or retrofitted to be a CSI response vehicle. It is impractical for its intended purpose. The City Maintenance Shop Supervisor, Norm Hatke and I believe that a purpose-built vehicle would more than adequately meet our current and future needs. A purpose-built CSI response vehicle would give our evidence technicians and criminal investigators a practical and professional platform to work out of when they respond to major crimes. Our technicians would no longer have to work out of a confined and cluttered vehicle that was not designed for its current purpose. While major crimes are not an everyday occurrence, we need to be equipped and prepared for when they do occur. This vehicle is not intended for everyday use. The purchase of a new purpose-built vehicle should provide a similar lifespan.

Norm and Officer JP O'Donnell took the lead on this improvement project. Both identified a company by the name of TechOps Specialty Vehicles located in Stevensville, Maryland. TechOps is an approved vendor on the GSA contract. We provided them with the specifications or our needs in the vehicle, and on March 5, 2020 they provided us with a quote of \$148093.62. The price of shipping the vehicle to us is included in this price.

We have also reached out to other organizations who have purchased purpose-built vehicles from TechOps to see if they are a reliable company that builds a quality product. In the first week of April I spoke to Captain Michael Manley the special operations commander with the Vermont State Police. Captain Manley gave me a good report on both TechOps as a company and their product. He was satisfied with both. I also spoke with Supervisory Special Agent Michael Tzitzikalakis with New York Homeland Security. Special Agent Tzitzikalakis confirmed that TechOps is good to work with and produced a quality product. He was satisfied with his overall process with TechOps. Shayne Nope City Attorney has reviewed and approved the quote from TechOps.

Approval Process:

Approval of the Council to move forward with the capital improvement project.

Budget Impact:**Regulatory Impact:**

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the City Council give approval to move forward with this capital improvement project.

Attachments:

1. 363 City of Twin Falls TOSV QUOTE #3

218-A Log Canoe Circle
Stevensville, MD 21666
(410)604-6004

TOSV
TECHOPS SPECIALTY VEHICLES

3/5/2020
03052020-363
Revision: -

Customer Info:

Name: Norm Hatke
City of Twins Falls, Idaho
Email: NHatke@tfid.org
Number: 208-736-2276

TechOps Info:

Sales Person: William Krampf
Email: wkrampf@techopssv.com
Number: 443-848-2906
Terms: 50%D/50% Chassis/100% Acceptance

PROJECT NAME: 363 City of Twin Falls, Idaho

Qty	Item	Description	Price Each	Extended
Chassis and Body Items				
1	Chassis	2020 Ford Transit 350 Cargo, AWD 148" WB, High Roof Van (W3U) 3.5L PFDi V6, Gasoline, 6-Speed Automatic Transmission, 9500 GVWR	\$ 45,954.41	\$ 45,954.41
	INTERIOR GENERAL - Provide and install plywood substrate for floors, walls, ceiling covering floor with LonSeal coin style flooring and walls and ceiling with FRP laminate, trimmed edges FRP trim, aluminum, or easy clean vinyl where appropriate. Insulate walls and ceiling utilizing foamboard and/or batt insulation.			
4	INTERIOR GENERAL	Provide and install 3/4" Advantek Plywood subfloor.	\$ 204.33	\$ 817.32
1	INTERIOR GENERAL	Provide and install Black Loncoin floor finish.	\$ 1,194.17	\$ 1,194.17
1	INTERIOR GENERAL	Provide and install aluminum trim on exposed floor edges.	\$ 724.09	\$ 724.09
1	INTERIOR GENERAL	Provide and install foamboard and/or fiberglass batt insulation in walls and ceiling.	\$ 850.21	\$ 850.21
5	INTERIOR GENERAL	Provide and install 3/8" plywood liner on ceiling	\$ 191.46	\$ 957.28
8	INTERIOR GENERAL	Provide and install 1/2" plywood liner on walls	\$ 211.08	\$ 1,688.67
10	INTERIOR GENERAL	Provide and install FRP, w/easy clean vinyl trim where applicable, as ceiling and wall finish.	\$ 389.56	\$ 3,895.61
1	INTERIOR GENERAL	Provide and install white FRP trim on exposed wall edges, corners, and seams.	\$ 896.07	\$ 896.07
1	INTERIOR GENERAL	Provide and install, where required, easy clean vinyl trim utilizing factory panels or 3/8" plywood.	\$ 1,448.17	\$ 1,448.17
	INTERIOR CAB - Provide and install passenger seat swivel and blackout curtain on aluminum track to cover the front windshield			
1	Interior Cab	Provide and install Passenger Seat Swivel base	\$ 543.90	\$ 543.90
1	Interior Cab	Provide blackout window curtain.	\$ 229.31	\$ 229.31
1	Interior Cab	Install Blackout Window Curtain on Aluminum Track. Covers windshield.	\$ 1,896.21	\$ 1,896.21
	INTERIOR PARTITION, FORWARD - Front partition behind drivers seat, extended to ceiling. Material : 3/4 plywood. Finish: FRP with aluminum trim.			
1	Interior Partition	Provide and install 3/4" plywood partition wall on the street side extending to the ceiling.	\$ 1,058.11	\$ 1,058.11
1	Interior Partition	Provide and install white FRP as partition finish.	\$ 722.94	\$ 722.94
1	Interior Partition	Provide and install aluminum trim on exposed edges.	\$ 362.04	\$ 362.04
	INTERIOR WORK STATION, STREET SIDE - 2-person, desk height, street side behind driver partition including custom overhead cabinet for storage. Construction: Plywood with counter grade laminate and PVC bumper strip. Materials: Plywood construction with FRP, doors will be white board surface with black PVC trim.			
1	Interior Workstation	Provide and install 3/4" plywood for workstation desk base structure	\$ 1,058.11	\$ 1,058.11
1	Interior Workstation	Provide and install white FRP as workstation base finish.	\$ 556.25	\$ 556.25
1	Interior Workstation	Provide and install white FRP and aluminum trim as required on workstation base exposed edges.	\$ 362.04	\$ 362.04
1	Interior Workstation	Provide and install desk counter, 3/4" construction, counter-grade grey laminate and PVC bumper strip edging.	\$ 1,069.67	\$ 1,069.67
1	Interior Storage	Provide and install 3/4" plywood for overhead storage base structure	\$ 391.35	\$ 391.35

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Terms: 50%D/50% Chassis/100% Acceptance

PROJECT NAME: 363 City of Twin Falls, Idaho

1	Interior Storage	Provide and install white FRP as overhead storage base finish.	\$ 556.25	\$ 556.25
1	Interior Storage	Provide and install white FRP and aluminum trim as required on workstation base exposed edges.	\$ 362.04	\$ 362.04
1	Interior Storage	Provide and install custom overhead cabinet w/lift-up dry erase door above workstation to include latch and hinge. White board surface with black PVC	\$ 614.72	\$ 614.72
2	Interior Workstation	Provide and install chair tie downs under workstation counter	\$ 94.81	\$ 189.62
2	Interior Accessories	Provide rolling office style chair, black, secured when vehicle is in motion.	\$ 198.00	\$ 396.00
INTERIOR ELECTRICAL CABINET, STREET SIDE - Controls/electrical area. Location: street side, overhead, rear of front partition wall.				
1	Interior Electrical Cabinet	Provide and install 3/4" plywood for controls/electrical area	\$ 391.35	\$ 391.35
1	Interior Electrical Cabinet	Provide and install FRP as controls/electrical area finish.	\$ 389.56	\$ 389.56
1	Interior Electrical Cabinet	Provide and install white FRP and aluminum trim as required on controls/electrical area exposed edges.	\$ 362.04	\$ 362.04
1	Interior Electrical Cabinet	Provide and install access door for controls/electrical area to include latches, hinges, white board surface, and PVC bumper trim.	\$ 781.41	\$ 781.41
INTERIOR MID, STREET SIDE - Behind street side workstation, cabinet for electrical components and refrigerator above along with (1) open cubby. Materials: Plywood construction with FRP, doors will be white board surface with black PVC trim.				
3	Interior Workstation	Provide and install 3/4" plywood for custom floor to ceiling multi drawer cabinet with sections for electrical, refrigerator, and cubby.	\$ 724.73	\$ 2,174.19
3	Interior Workstation	Provide and install FRP as cabinet base finish.	\$ 389.56	\$ 1,168.68
1	Interior Workstation	Provide and install white FRP and aluminum trim as required on cabinet exposed edges.	\$ 1,086.13	\$ 1,086.13
1	Interior Electrical Cabinet	Provide and install access door for electrical area to include latches, hinges, laminate surface, and PVC bumper trim.	\$ 614.72	\$ 614.72
1	Interior refrigerator	Norcold DE-0041 or equiv	\$ 1,536.10	\$ 1,536.10
INTERIOR, CURB SIDE - Two person bench seat with foam cushion. FRP finish with hinged door for storage. 3/4 plywood construction. (4) custom overhead storage, (2) open cubbies and (2) with push button locks. Materials: Plywood construction with FRP, doors will be white board surface with black PVC trim.				
2	Interior Workstation	Provide and install 3/4" plywood bench base structure	\$ 724.73	\$ 1,449.46
2	Interior Workstation	Provide and install FRP as bench base finish.	\$ 389.56	\$ 779.12
1	Interior Workstation	Provide and install white FRP and aluminum trim as required on bench exposed edges.	\$ 362.04	\$ 362.04
2	Interior Storage	Provide and install 3/4" plywood for overhead storage base structure, (4) total units.	\$ 1,058.11	\$ 2,116.22
2	Interior Storage	Provide and install white FRP as overhead storage base finish, (4) total units.	\$ 389.56	\$ 779.12
1	Interior Storage	Provide and install white FRP and aluminum trim as required on cabinet exposed edges, black PVC as interior trim of (2) open cubbies.	\$ 752.75	\$ 752.75
2	Interior Storage	Provide and install custom overhead cabinet w/lift-up dry erase door above workstation to include push button lock and hinge. White board surface	\$ 614.72	\$ 1,229.45
INTERIOR MISCELLANEOUS cab of vehicle.				
1	Whelen Control Box	Provide and install one (1) Whelen CenCom Sapphire Control Box	\$ 1,980.44	\$ 1,980.44
1	Whelen Control Box	Program and configure siren controller	\$ 333.38	\$ 333.38

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PROJECT NAME: 363 City of Twin Falls, Idaho

1	Siren	Provide and Install one (1) Whelen siren SA315P	\$ 559.02	\$ 559.02
1	Siren	Provide and Install one (1) Whelen speaker bracket for Whelen Siren SA315P (SAK1)	\$ 28.20	\$ 28.20
INTERIOR LIGHTING - Tecniq E20-WC0R-1 LED Lights (8 total). Four (4) on the Ceiling, Two (2) under street side overhead cabinets. Two (2) under curb side overhead cabinets. Wired: To on/off/color select and dimmer switches at controls area. Color: Red/white.				
8	Interior Lighting	Provide and install Tecniq E20-WC0R-1 LED Lights on Ceiling. Color: Red/white.	\$ 205.67	\$ 1,645.38
1	Interior Lighting	Provide and install switch with label at the controls area.	\$ 195.35	\$ 195.35
1	Interior Lighting	Provide and install dimmer at the controls area.	\$ 195.35	\$ 195.35
2	Interior Lighting	Provide and install ceiling light for OEM courtesy Tecniq 2.75"	\$ 94.81	\$ 189.62
EXTERIOR LIGHTING - Whelen Ion-T LED lights (10 total). Four (4) in the grille, two (2) upper portion on each side of vehicle, two (2) on their rear doors. Color: Red/white. Six (6) exterior scene lights, two (2) upper on the curb side under awning, two (2) upper on the street side, and two (2) rear upper doors.				
10	Exterior Lighting	Provide and install ten (10) Whelen Ion-T TL12 DUO Linear Super-LED lights on the exterior of the van. Color Red/White	\$ 274.69	\$ 2,746.94
10	Exterior Lighting	Provide and install chrome flange for Ion light	\$ 12.61	\$ 126.12
6	Exterior Lighting	Provide and install scene lighting: Whelen PELCC Scene with chrome bezel (6 total). Color: White. Location: (2) Curb side, under awning, (2) street side,	\$ 477.84	\$ 2,867.07
1	Exterior Lighting	Interface rear scene lights to operate in when in reverse	\$ 195.35	\$ 195.35
2	Exterior Lighting	Provide and install Whelen 5-lamp Tracer Duo under body behind cab door (2 total, 1 per side). Color Red/White	\$ 1,510.62	\$ 3,021.23
2	Exterior Lighting	Provide and install Whelen 2-lamp Tracer Duo under body behind cab door (2 total, 1 per side). Color Red/White	\$ 1,073.78	\$ 2,147.57
EXTERIOR				
1	Exterior Accessory	Awning: Fiamma F45 SM 300, Electric. Location: Curb side, above sliding door. Case Color: White. Fabric Color: Grey.	\$ 4,480.34	\$ 4,480.34
1	Exterior Accessory	Provide and install removable black out covers for sliding and rear door windows	\$ 1,073.34	\$ 1,073.34
12V DC POWER - Note: All DC systems and components shall be wired to the auxiliary battery system unless noted.				
1	12V DC Battery Isolator	Contactor style, for auxiliary and chassis batteries. Controller: Kusmaul 091-139-CONT-12. Contactor: Albright sealed 350A. Located as best determined by TechOps SV.	\$ 1,688.95	\$ 1,688.95
3	12V DC Power Points	Cigarette lighter style. Two (2) at street side workstation. Wired to constant power.	\$ 175.86	\$ 527.59
1	12V DC Breaker Panel	Blue Sea multi-position located in controls area.	\$ 1,258.11	\$ 1,258.11
1	12V DC Power	Provide and install DC master circuit protection and power distribution system	\$ 1,637.79	\$ 1,637.79
120 VOLT AC POWER				
1	120 Volt Shore Power	Provide and install 30A 125/250VAC shoreline inlet on drivers side exterior	\$ 804.35	\$ 804.35
1	120 Volt Battery Charger	Xantrex TrueCharge 40. Wired: To charge both battery systems. Location: Best determined by TechOps SV.	\$ 1,050.85	\$ 1,050.85
3	120 Volt Outlets	Duplex with Dual USB (2 total): Both located at streetside workstation.	\$ 206.82	\$ 620.46

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PROJECT NAME: 363 City of Twin Falls, Idaho

1	120 Volt Outlets	Duplex (1 total): Locations: One street side for refrigerator.	\$ 187.33	\$ 187.33
2	120 Volt Outlets	Duplex GFCI exterior with cover.	\$ 206.82	\$ 413.64
1	Onan Generator	Provide and Install one (1) 7.0KW onan generator fueled from vehicles gas tank.	\$ 8,037.45	\$ 8,037.45
1	Onan Generator	Provide and Install one (1) control panel.	\$ 256.12	\$ 256.12
1	Onan Generator	Provide and Install one (1) control panel harness.	\$ 398.73	\$ 398.73
1	Onan Generator	Provide and Install one (1) tailpipe kit.	\$ 578.03	\$ 578.03
1	Onan Generator	Provide and Install one (1) generator compartment.	\$ 4,573.83	\$ 4,573.83
1	Onan Generator	Provide and Install one (1) compartment blower	\$ 792.88	\$ 792.88
1	120 Volt Power	Blue Sea 8 position breaker panel.	\$ 1,252.38	\$ 1,252.38
1	Transfer Switch	Provide and install manual transfer switch for AC source input (2 position+OFF)	\$ 878.43	\$ 878.43
CLIMATE CONTROL				
1	Climate Control - HVAC	Dometic Penguin II Heat Pump 13,500 btu	\$ 2,490.65	\$ 2,490.65
2	Climate Control - Heaters	Provide and Install two (2) 1500 watt space heaters. One in front of vehicle and one in rear of vehicle. King Electric	\$ 620.02	\$ 1,240.03
SAFETY				
1	Safety Accessory	Fire Extinguisher: 5lb ABC w/vehicle bracket. Location: Main cabin of van, near door.	\$ 157.87	\$ 157.87
1	Safety Accessory	CO Detector. Location: Main cabin of van.	\$ 106.28	\$ 106.28
Other				
1	General & Administrative	Administrative Fee - Non-GSA Specs and Design	\$ 4,167.25	\$ 4,167.25
1		Clean and Detail	\$ 333.38	\$ 333.38
			Subtotal	\$ 140,004.01
			Cons/IBF	\$ 3,513.23
			GSA IFF Fee	\$ 1,076.38
			Delivery to Idaho	\$ 3,500.00
			Price	\$ 148,093.62

1. Purchase order with 50% deposit
2. Chassis paid within 10 days of arrival at TOSV or body company
3. Balance paid at acceptance, FOB Stevensville, MD
4. When applicable, customer to drop off/pick up vehicles and CFE

Accepted this _____ Day of _____, _____

Name _____

Signature _____ Date _____

218-A Log Canoe Circle
Stevensville, MD 21666
(410)604-6004

TO SV
TECHOPS SPECIALTY VEHICLES

3/5/2020
03052020-363
Revision: -

Customer Info:

Name: Norm Hatke
City of Twins Falls, Idaho
Email: NHatke@tfid.org
Number: 208-736-2276

TechOps Info:

Sales Person: William Krampf
Email: wkrampf@techopssv.com
Number: 443-848-2906
Terms: 50%D/50% Chassis/100% Acceptance

PROJECT NAME: 363 City of Twin Falls, Idaho

TERMS

Payment: Remit payment to TechOps Specialty Vehicles, 218-A Log Canoe Circle, Stevensville, MD 21666
Wire Info: Eagle Bank, 7815 Woodmont Ave, Bethesda, MD 20814. ABA: 055003289, Account: 200264489

HGAC Contract Procurement: This procurement can be facilitated under our HGAC contract #AM10-18. When an order is placed, an HGAC worksheet shall be completed for your procurement personnel to submit to HGAC for their conformation. Their fee is not included in this proposal and will be added to the worksheet. For vehicles, the fee is \$ 1,000 per order whether it is for one or multiple vehicles on the same order. This purchase shall be based on our contract package plus published and non-published options.

Conversions: 50% down at the time of the order with the balance with all additions to be paid in full upon completion and acceptance of the unit. Once an order is placed and plans are approved the order cannot be cancelled.

Chassis: If TechOps SV is supplying the base chassis it must be paid in full within 10 days of arrival at TechOps SV. Delay in chassis payment will accrue a charge of \$ 10.00 per day floor plan interest until the chassis is paid in full. MSO and title are not available until the chassis and conversion are paid in full.

Pricing: Subject to change but all quotations will be valid for 60 days. Chassis quotations are subject to availability and are only valid at the date of the proposal. All quotations exclude any applicable sales or use taxes unless specified and included with the price FOB-MD. A fee of 3% will be added to all credit card payments. Work to be performed in Stevensville, MD unless otherwise specified.

Applicable Law: The terms and provisions of this Contract and any dispute arising hereunder shall be governed and principles of law applied by the laws of the State of Maryland. The courts of Maryland shall have the sole and exclusive jurisdiction in any case or controversy arising under this Contract. Each party to this Contract, inclusive of its successors or assigns hereby submits and consents to the jurisdiction of the courts of the State of Maryland and within which all such actions, unless otherwise provided for the arbitration of said disputes, shall be the proper venue for any such action.

Chassis warranty: The chassis is warranted by the manufacturer of the chassis. Extended warranties are available for an additional fee.

Conversion warranty: TechOps SV warranties for wiring and cabinetry workmanship are covered for 1 year beginning on the date the vehicle is delivered to the original purchaser.

Component warranty: The Manufacturers of specific components offer warranty for their respective components. In all cases the component manufacturer's warranties are separate from the TechOps SV Warranty. Component Manufacturer's Warranties may be from 12 to 60 months or longer depending on the component.

Communications equipment: All customer supplied communications equipment must be complete, fully operational, and programmed upon arrival at TechOps SV. Equipment not complete will be installed in the designated locations with all wiring in place but not attached to the equipment. TechOps SV's responsibility will end at that point and it will be necessary for your communications vendor to complete the installation. TechOps SV shall not be responsible for any customer supplied equipment not 100% functional upon arrival. If you request the supplied equipment be serviced TechOps SV will make the arrangements at a qualified local vendor. The department shall be responsible for any and all charges incurred. This service will postpone the start of production time quotations until the equipment is returned in working order. There are no warranties implied by offering this service.

Customer supplied equipment: Any customer supplied equipment must arrive complete and correct for the installation, and in good working condition. Any pricing quoted does not include any parts, components, repair, or modifications to existing equipment. Production cannot commence until all parts are here and complete. Used equipment may be subject to additional charges and will carry no warranty except for workmanship. If there are any product failures during or after the installation the repair and all related expenses are to be the responsibility of the customer.

Production time: Is determined by the Project Manager when the order is placed, estimated arrival of the chassis at TechOps SV and all plans are approved. Special parts and equipment plus the change of a vehicle in a new model year may cause a delay to the quoted production time. At any time during construction, consider yourselves our guests to stop by and view or discuss your conversion. For multiple vehicle projects the production time will be quoted by the number of vehicles and the timeframe including delivery time that the customer requires.

Detail: Upon completion all conversions go through our Quality Assurance Process including a road test and detail.

TECHOPS SPECIALTY VEHICLES COMPANY INFORMATION AND PROCESS CONTROL

218-A Log Canoe Circle
Stevensville, MD 21666
(410)604-6004

TO SV
TECHOPS SPECIALTY VEHICLES

3/5/2020
03052020-363
Revision: -

Customer Info:

Name: Norm Hatke
City of Twins Falls, Idaho
Email: NHatke@tfid.org
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TechOps Info:

Sales Person: William Krampf
Email: wkrampf@techopssv.com
Number: 443-848-2906
Terms: 50%D/50% Chassis/100% Acceptance

PROJECT NAME: 363 City of Twin Falls, Idaho

Experience: Established in 2006 as (ICS) Incident Communications Solutions, a communications technology provider, TechOps SV acquired (ICS) in January 2017 and manufactures communications and specialty vehicles for the emergency services and specialty industries based on SUV's, vans, utility vehicles, custom rescue bodies, box trucks, step vans, bus chassis, trailers and more. Our customer base spans all sectors from local, county, state, federal, military agencies, and overseas accounts. Our proven process assures TechOps SV vehicles can be provided to distant areas while experiencing virtually no problems.

Location: The factory is located at 218-A Log Canoe Circle in Stevensville, Maryland approximately 5 miles East of Annapolis over the "Bay Bridge" with ample parking and easy highway access.

Factory visits: Many clients enjoy a visit to the factory before, during and after construction to view the progress, discuss fine adjustments and details if necessary and see a variety of conversions currently in production. If this is inconvenient a link can be established where you can view the progress of your conversion.

Facility: TechOps SV currently occupies approximately 18,000 square feet to meet the needs of our customers and our expansion into new markets. On staff are sales and support personnel along with accredited engineers holding numerous certifications to address all technical issues. TechOps SV personnel manage every segment of the conversion all under one roof enabling TechOps SV to produce quality products while maintaining control over all of the processes and procedures.

Service Centers: If you are close to the factory, TechOps SV will be your service facility. If our location is inconvenient, your local service center may be your choice of local vendors currently servicing your vehicles. Our flexible warranty policy allows your local vendor of choice to call our service department, discuss the problem with a qualified service technician, obtain an approval to repair and then with the proper authorization submit an invoice to our accounting department for payment. Approval must be obtained in writing prior to any billable repairs being started or completed. Base vehicle warranty and service can be completed at your local dealer service facility. Free pickup and delivery for service is available depending on proximity to our service location and on-site warranty service can be arranged.

Insurance: TechOps SV maintains \$ 2,000,000 product liability and will supply a certificate of insurance if requested.

Wiring: TechOps SV offers the highest quality wiring processes in the industry while meeting or exceeding industry, national, or local codes. Every vehicle is designed and built with ease of service in mind. Special GXL wire is covered by high temperature loom and wiring passing through metal is insulated with a grommet and sealed watertight where necessary. Where possible factory connectors are used eliminating unnecessary splicing into factory wires which could cause direct or indirect electrical problems.

Manuals: Upon completion, TechOps SV supplies all manufacturer's information from conversion products or component manufacturer.

Delivery: Vehicles can be transported to TechOps SV and back, or delivered by a technical delivery engineer if specified. We are very confident that TechOps SV can meet or exceed your expectations and specifications. New and returning customers can attest that the sales, manufacturing and delivery process at TechOps SV is an easy and enjoyable experience and we look forward to working with you on this and future projects. References are available upon request.

Production Process: The approved contract or proposal is assigned to the Project Manager who supervises the conversion into detailed production plans and applicable drawings. These drawings are sent to the customer's authorized Point of Contact (POC) for approval. Once the plans meet the customer's satisfaction and are approved they are forwarded to our technical engineering department who reviews them and creates a detailed bill of materials to identify and acquire the parts required to perform the conversion. When the base vehicle arrives at TechOps SV, it goes through a full inspection ensuring there is no damage or missing parts and matches the specifications supplied or approved. A vehicle check in list is completed and placed in the work order folder. The vehicle is brought onto the production floor and includes a carefully monitored parts storage area to ensure all parts remain with the vehicle throughout its conversion. All parts are properly identified for every job. The Project Manager inspects vehicles during construction and will alert the customer's POC to the progress of the project and any deviations that may be required. The vehicle conversion is completed and a thorough test drive is completed to ensure all components are installed and operating correctly. If any issues are discovered they are immediately corrected. This step has uncovered OEM warranty issues which required a visit to a local car dealership prior to the vehicles final delivery to the customer. The detailed inspection and delivery documents are kept with the job folder for future reference.

All drawings, product catalogs, manuals, and warranty information along with any invoicing are completed and ready for delivery.

TechOps SV is very proud of the well-deserved reputation that we have earned so if you have any questions please contact your sales representative.



Date: Monday, April 20, 2020
To: Honorable Mayor and City Council
From: Suzanne Hawkins, Mayor

Request:

Discussion and possible action on an amendment to the agreement between the City of Twin Falls and the City Manager.

Time Estimate:

This item is scheduled to take 10 minutes, plus time for questions and answers.

Background:

The City Council and the City Manager developed an Agreement that summarizes the terms and conditions of employment to which both parties have agreed upon. The current Agreement was approved by the City Council on February 2, 2015.

The International City/County Management Association recommends the use of employment agreements and considers it a best practice.

The initial agreement took effect on October 1, 2014. The agreement automatically renews annually. Section 2 of the Agreement states the City of Twin Falls and the City Manager "...shall review the terms of this Agreement on or before the five-year anniversary of this Agreement, and every five years thereafter. Any changes or amendments to this Agreement shall be in writing and signed by the parties."

Mayor Hawkins, Councilman Shawn Barigar and City Manager Travis Rothweiler reviewed the Agreement. As a result, three changes are proposed, as follows:

- Section 3, on page 2: Update the current rate of compensation to reflect the City Manager's current compensation, which is \$169,124. The rate of compensation is not changed by this agreement.
- Section 3, on Page 2: Insert "and compensation" after the word salary. This section now reads:
This agreement shall be automatically amended to reflect any salary and compensation adjustments that are provided or required by the Employer's compensation policies, or as may otherwise be approved by the City Council.
- Section 4, on Page 2: Change the word Resolution to Handbook. This section now reads:
The employer agrees to provide vacation and sick leave in accordance with the current Employee Handbook, which establishes general terms and conditions of employment for City employees, or as it may be amended from time to time. In addition, the employer will provide an additional forty hours (40) of personal leave to be placed in a separate bank on January 1st of each year. These hours will have no compensatory value and will not affect other leave bank accruals. Any of these additional hours remaining on December 31st shall (be forfeited) or (not carry-over to the next year.)

The agreement has been reviewed by the City Attorney and ICRMP.

Approval Process:

Approval of this request requires a simple majority (50%+1) of the members in attendance at this meeting.

Regulatory Impact:

Idaho Code Title 50, Section 8

Attachments:

Amended Agreement between the City of Twin Falls and the City Manager

CITY MANAGER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Twin Falls, Idaho, a municipal corporation (hereinafter "Employer"), and Travis Rothweiler (hereinafter "Employee"), both of who understand as follows:

WHEREAS, Employer desires to employ the services of Travis Rothweiler as City Manager, of the City of Twin Falls, as provided by State and City Code, and;

WHEREAS, it is the desire of the governing body, hereinafter called, "City Council" to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee, and;

WHEREAS, it is the desire of the Employer and the Employee to formally establish terms and conditions of employment.

NOW, THEREFORE, in consideration of these promises and covenants contained hereafter as follows:

SECTION 1. DUTIES

Employer hereby agrees to employ the Employee as City Manager of the Employer to perform the functions and duties specified for that office by the Idaho Statutes, Twin Falls Municipal Code, and the employee position description, and to perform other legally permissible and proper duties and functions as the City Council shall assign from time to time.

SECTION 2. TERM

The term of this Agreement shall begin October 1, 2014, and end on September 30, 2015, and shall automatically renew annually, unless Employer notifies the Employee in writing at least sixty (60) days prior to the end of each fiscal year that it has elected not to renew the Agreement, subject to the provisions of Section 10, Paragraph A, of this agreement.

Employer and Employee shall review the terms of this Agreement on or before the five-year anniversary of this Agreement, and every five years thereafter. Any changes or amendments to this Agreement shall be in writing and signed by the parties.

Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject only to provisions set forth in Section 10 of this agreement.

Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 10 of this agreement.

SECTION 3. SALARY

Employer agrees to pay Employee an annual base salary of \$~~169,124~~~~126,175~~, payable in twenty-six (26) bi-weekly installments.

This agreement shall be automatically amended to reflect any salary and compensation adjustments that are provided or required by the Employer's compensation policies, or as may otherwise be approved by the City Council.

SECTION 4. PAID TIME OFF

The employer agrees to provide vacation and sick leave in accordance with the current Employee Handbook ~~Resolution~~, which establishes general terms and conditions of employment for City employees, or as it may be amended from time to time. In addition, the employer will provide an additional forty hours (40) of personal leave to be placed in a separate bank on January 1st of each year. These hours will have no compensatory value and will not affect other leave bank accruals. Any of these additional hours remaining on December 31st shall (be forfeited) or (not carry-over to the next year.)

Any vacation use in excess of five (5) working days shall receive prior approval from the Mayor at least 2 weeks in advance, excluding emergency situations.

SECTION 5. HEALTH INSURANCE

Employer agrees to pay the premiums thereon equal to that which is provided to all other employees of the Employer.

SECTION 6. DUES AND SUBSCRIPTIONS

Employer agrees to budget and to pay for what are reasonable professional dues, publications and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement.

SECTION 7. PROFESSIONAL DEVELOPMENT

Employer agrees to budget for and to pay the mutually agreed upon travel and expenses of Employee for professional meetings, travel and occasions adequate to continued professional development of Employee and adequately pursue necessary official and other functions of the Employer, including but not limited to the annual conference of the International City/County Management Association Conference and the Association of Idaho Cities. Employee shall submit proposed expenses prior to adoption of the ensuring budget for the City Council.

SECTION 8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Council, in consultation with the City Manager, may fix any such other terms and conditions of employment, as it may determine from time to time.

All provisions of Twin Falls Municipal Code and Personnel Rules and Regulations of the Employer related to vacation, sick leave, retirement, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the Employer, unless amended or altered by this agreement. All rules of conduct for the Employer are incorporated into this agreement by reference and Employee agrees to conform his conduct to such provisions.

SECTION 9. PERFORMANCE EVALUATION

The City Council shall review and evaluate the performance of the Employee annually. Annually, the City Council and employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City, and in the attainment of the City Council's policy objectives and shall further establish a relative priority among those goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual budget, capital budget and appropriations provided.

SECTION 10. TERMINATION

A. Employee serves at the pleasure of the City Council, and may be terminated without cause at any time for any reason, or for no reason. If the Employee is terminated without cause, the Employer shall provide a severance payment equal to (6) months' total compensation at the Employee's then existing rate of pay. The severance shall increase one (1) month every year beginning April 1, 2011, up to a maximum of twelve (12) months. In addition to the severance payment, the Employee shall also be compensated for all vacation leave the Employee has available. The severance payment shall be paid in a lump sum, no more than (10) working days after action taken by the City Council. If Employer terminates the employment of Employee without cause, Employee does hereby release, acquit, indemnify and forever discharge Employer and its representatives, agents, employees, and insurers, of and from any and all claims, demands, actions and causes of action, judgments, costs, attorney fees, damages, both known and unknown, of which the undersigned have or may hereafter have, on account of, or in any way arising out of termination of his employment, except as to the claim for severance payment as provided for in this subparagraph.

B. If the Employee is terminated for cause, no severance shall be paid. All accrued vacation time the Employee has available shall be paid in a lump sum, no more than (10) working days after action taken by the City Council.

C. In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer thirty

(30) days' notice in advance, as provided by Twin Falls City Code §1-7-6, unless the parties agree otherwise. No severance shall be paid if the Employee resigns.

D. For the purpose of this agreement, termination shall occur when:

1. By majority vote of a quorum of the City Council at an open meeting conducted in conformance with the Idaho Open Meeting Law and in accordance with the procedural requirements of Twin Falls City Code §1-7-5; or,
2. Elimination of the position of City Manager.

SECTION 11. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of:

- | | |
|---------------|--|
| (1) Employer | City of Twin Falls
<u>203 Main Street</u> 321 Second Avenue East
P.O. Box 1907
Twin Falls, ID 83303-1907 |
| (2) Employee: | Travis Rothweiler
P.O. Box 1907
Twin Falls, ID 83303-1907 |

Notices may be mailed or personally delivered. Notice shall be deemed as given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 14. GENERAL PROVISIONS

The text herein shall constitute the entire agreement between parties. No change to this Agreement shall be effective unless in writing and signed by the parties.

This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.

If any provision or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portions thereof, shall be deemed servable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF: The City of Twin Falls has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, the Employee has signed and executed this Agreement, both in duplicate, the day and year above written and as amended this ____ day of _____ shall replace and supersede all prior agreement(s).

Mayor
City of Twin Falls

Employee

ATTEST:

Deputy City Clerk