

COUNCIL MEMBERS:

SHAWN BARIGAR	DON HALL	SUZANNE HAWKINS	GREGORY LANTING	JIM MUNN, JR.	REBECCA MILLS SOJKA	CHRIS TALKINGTON
<i>Vice Mayor</i>			<i>Mayor</i>			



AGENDA
Meeting of the Twin Falls City Council
Monday, September 9, 2013
City Council Chambers
305 3rd Avenue East - Twin Falls, Idaho

5:00 P.M.

PLEDGE OF ALLEGIANCE TO THE FLAG
CONFIRMATION OF QUORUM
INTRODUCTION OF STAFF
CONSIDERATION OF THE AMENDMENTS TO THE AGENDA:
PROCLAMATIONS: None

AGENDA ITEMS	Purpose	By:
I. <u>CONSENT CALENDAR:</u> 1. Consideration of a request to approve the accounts payable for September 4 – 9, 2013, total: \$391,533.70.	<u>Action</u>	<u>Staff Report</u> Sharon Bryan
II. <u>ITEMS FOR CONSIDERATION:</u> 1. Overview of the Twin Falls Police Department's Animal Control Program. 2. Consideration of a request to reject all bids submitted for the Twin Falls Police Department's remodeling project. 3. Consideration of a request to approve a Cooperative Agreement between ITD and the City of Twin Falls and authorize the Mayor to sign a resolution for installation and operation of a signal at the intersection of US-30 (Kimberly Rd.) and 3250 E. (Chobani West approach). 4. Public input and/or items from the City Manager and City Council. 5. Discussion and possible action by the City of Twin Falls on the 40th anniversary of Evel Knievel's attempt to jump the Snake River Canyon.	 Overview Action Action Discussion/ Possible Action	 Stf. Sgt. Chuck Garner Capt. Matthew Hicks Jacqueline Fields Travis Rothweiler
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS</u>		
IV. <u>PUBLIC HEARINGS: NONE</u>		
V. <u>ADJOURNMENT</u>		

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

Twin Falls City Council-Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor shall review the public hearing procedures.
 2. Individuals wishing to testify or speak before the City Council shall wait to be recognized by the Mayor, approach the microphone/podium, state their name and address, then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the City Clerk. The City Clerk shall make an audio recording of the Public Hearing.
 3. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
 - A complete explanation and description of the request.
 - Why the request is being made.
 - Location of the Property.
 - Impacts on the surrounding properties and efforts to mitigate those impacts.Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor.
 4. A City Staff Report shall summarize the application and history of the request.
 - The City Council may ask questions of staff or the applicant pertaining to the request.
 5. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor may limit public testimony to no less than two minutes per person.
 - Five or more individuals, having received personal public notice of the application under consideration, may select by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the mayor. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, shall be either read into the record or displayed to the public on the overhead projector.
 - Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
 6. Following the Public Testimony and Applicant's response, the hearing shall continue. The City Council, as recognized by the Mayor, shall be allowed to question the Applicant, Staff or anyone who has testified. The Mayor may again establish time limits.
 7. The Mayor shall close the Public Hearing. The City Council shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.
- * Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Mayor.



Date: Monday, September 9, 2013, Council Meeting

To: Honorable Mayor and City Council

From: Staff Sergeant Chuck Garner, Twin Falls Police Department

Request:

To provide the City Council with an overview on the first year of the Twin Falls Police Department's Animal Control Program.

Time Estimate:

Staff presentation will take approximately ten minutes, with additional time as needed to answer any questions the Council may have.

Background:

The City of Twin Falls contracted with the Twin Falls County Sheriff's Office for animal control services from 2000 to the summer of 2012. The Police Department approached the Council in the spring of 2012 with a proposal to assume these responsibilities. The request was granted and our Animal Control Program began on June 15, 2012.

On June 1, 2012, the Police Department terminated its agreement with the Transportation Security Agency for law enforcement services at the Magic Valley Regional Airport/Joslin Field. Officers Ed Gudgell and Steven Nutting were employed as Airport Police Officers at the time. They were advised of the Animal Control Program and they accepted positions as non-sworn Animal Control Officers.

They had a few short weeks to prepare and train for an assignment that no one in the Police Department knew much about. They started their assignments with a very basic knowledge that has grown to a high level of expertise.

The City of Twin Falls Communications Center received 3,485 animal-related calls for service from June 15, 2012, to June 15, 2013. Of those calls, 2,957 (86%) were handled by the two Animal Control Officers. Their workload averages eight calls per shift and 246 calls a month; they have also completed 587 case reports – most of which were dog impounds.

Our Animal Control Unit has performed above expectations, while handling a workload that is greater than anticipated. More importantly, they deliver a level of customer service and satisfaction that our citizens previously lacked. I am looking forward to sharing their accomplishments with the Council.

Approval Process:

No approval is sought. The presentation is simply an update on the City's Animal Control Program.

Agenda Item for September 9, 2013
From Staff Sergeant Chuck Garner
Page Two

Budget Impact:

N/A

Regulatory Impact:

N/A

Conclusion:

The Twin Falls Police Department's Animal Control Program has been very successful this year. The citizens of Twin Falls now have an animal control program that is responsive to their needs and dedicated to providing a high level of customer service.

Attachments:

None

CG:aed



Date: Monday, September 9, 2013, City Council Meeting

To: Honorable Mayor and City Council

From: Captain Matthew Hicks, Twin Falls Police Department

Request:

Discussion regarding bids submitted for the remodeling project in the Police Station.

Time:

Staff presentation and discussion will take approximately 15 minutes.

Background:

With nearly 100 employees in the Twin Falls Police Department, we have long outgrown our facility in its current configuration. A concept was started in 2009 to remodel our current building to address several space needs. The City hired Lombard Conrad Architects (LCA) of Boise in December of 2012 to provide architectural and engineering services in our remodeling project.

The current remodeling plan will redesign approximately 4,200 square feet of the Police Station and will take approximately 90 days to complete. The remodeling project is designed to address several key priorities that were first identified in the space needs study that was conducted in 2004. First, our locker rooms will be expanded and redesigned to provide additional locker, shower and bathroom facilities for all of our employees. Next, the Patrol Officers' Room will be restructured to include ten additional work stations, larger equipment storage rooms, and an office for two Patrol Lieutenants. Finally, three offices will be remodeled to accommodate the Chief of Police, the Administrative Services Captain, and the Chief's Executive Assistant.

Based on the projected construction costs, this project was announced for public bid on Monday, July 29, 2013. A pre-bid conference was held in City Hall on Monday, August 12, 2013, and the bidding process closed on Tuesday, August 27, 2013, at the 3:00 p.m. The sealed bids were subsequently opened and publically read.

Budget Impact:

The Police Department has budgeted for portions of this project in the last three budget years and these funds have been held in the City's Reserve Account. A summary of how these funds have been budgeted can be provided upon request.

The following companies submitted bids for the project:

Contractor's Name	Axis Builders Group	Don Anderson Construction	Peterson Brothers Construction	Kreizenbeck Constructors
Base Bid	\$553,953.00	\$436,900.00	\$452,000.00	\$427,875.00
Alternate Bid #1	\$25,857.00	\$23,623.00	\$21,855.00	\$21,855.00
Alternate Bid #2	\$11,777.00	No Bid	No Bid	No Bid

Agenda Item for September 9, 2013
RE: Police Department Remodeling Project
From Captain Matthew Hicks
Page Two

Regulatory Impact:

None

Conclusion:

Although the bid received from Kreizenbeck Constructors is the low bid, the lowest total bid amount came in at more than twice the amount budgeted for this project. Based on this fact, we would ask that the City Council reject all bids and allow for City staff to pursue negotiations.

Attachments:

None

MH:aed



Date: September 9, 2013 City Council Meeting

To: Honorable Mayor and City Council

From: Jacqueline Fields, City Engineer

Consent item Request:

Consideration of a request to approve a Cooperative Agreement between ITD and the City of Twin Falls and authorize the Mayor to sign a resolution for installation and operation of a signal at the intersection of US-30 (Kimberly Rd.) and 3250 E (Chobani West approach).

Background:

The City Council awarded a contract for the construction of a signal at the intersection of Kimberly Rd. and 3250 E (Chobani West approach). The contractor was able to start work because ITD issued a right of way permit contingent upon the completion of an agreement for the operation of the signal. ITD was endeavoring to facilitate timely construction of the signal. Since the signal is within the current City limits, the City will operate the signal. This agreement is slightly different from prior agreements in that the State has agreed to participate in repairs that are not caused by wrongful or negligent actions of a third party.

Budget Impact: Modest operations costs in the form of power and staff time to care for the signal.

Regulatory Impact:

None

Conclusion:

Staff recommends that the Council accept the Cooperative Agreement and authorize the Mayor to sign the agreement and the resolution.

Attachments:

1. Cooperative Agreement and Resolution

COOPERATIVE AGREEMENT
(Traffic Control Signal)
INTERSECTION OF US-30 (KIMBERLY RD) & 3250 EAST (CHOBANI WEST APPROACH)
TWIN FALLS COUNTY

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State; the CITY OF TWIN FALLS, hereafter called the City.

PURPOSE

The Parties mutually agree that safety concerns and traffic control needs exist to justify the installation of a traffic signal at the US-30 (Kimberly Road) & approximately 3250 East (West Chobani) intersection (MP 221.13) within the City's corporate limits.

The City, by authority of Title 50, Idaho Code, may adopt and enforce traffic control ordinances within their corporate limits in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. That the State will:

1. Authorize the City to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the State will be obtained if it is necessary, during the life of the construction contract, to deviate from the plans and specifications to such a degree that the nature of the completed work is significantly changed.
2. Furnish and install all official guide signs at junctions of the urban extensions to the state highway system and all confirming and reassurance route markers and guide arrows along the urban extensions of the state highway system necessary to properly identify the State highway.
3. Permit the City to retain, maintain, connect to and improve all existing City-owned water lines, storm sewers, and sanitary sewer now in place on the state highway right-of-way within the project limits.
4. Upon completion of construction, take ownership of the completed project, and annually thereafter perform a complete check of the traffic signal equipment and operation.

SECTION II. That the City will:

1. Provide for the design of the project and provide the State an opportunity for appropriate reviews on design aspects. Advertise for the construction of the project, open bids, and notify the State thereof.
2. Pay for construction and pay for construction administration of the project.
3. Provide to the State a copy of Contract Proposal form, Notice to Contractors, approved construction plans, and as-built construction drawings (plan sheets are to be in 11" x 17" format).
4. Designate a resident engineer and other personnel to supervise and inspect construction of the project in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will prepare all monthly and final contract estimates and change orders.
5. Allow the State an opportunity to inspect and reject, if necessary, any unacceptable work that does not meeting ITD standards.
6. Assume all operation and maintenance responsibilities, and costs thereof required to operate the signal and to keep the traffic signal, as installed, in continuous operation and in conformance with the requirements of the Manual on Uniform Traffic Control Devices, as adopted by the State.
7. Upon request to energize, assume all energy costs required to operate the traffic signal equipment.
8. By appropriate ordinance and police action, cooperate with and assist the State in prohibiting and removing encroachments on any part of the state highway right-of-way within the project limits.
9. Not use the traffic signal poles or mast arms for any purpose other than to support traffic control devices or luminaires.
10. Maintain, erect or install within the project limits only those traffic control devices, including signs that are in conformance with the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State.
11. Comply with all pertinent sections of the State'S Standard Specifications for Highway Construction in accomplishing all future trench backfill and pavement repairs on the state highways within the project limits.
12. Obtain concurrence of the State before installing or constructing any new, or relocating any existing sidewalk or any existing City-owned water line, storm sewer, sanitary sewer or other facilities on the state highways within the project limits.

13. Obtain concurrence from the State before vacating or closing any right-of-way connecting to the state highways within the project limits.
14. Obtain concurrence from the State before accepting any new street or alley right-of-way connecting to the state highways within the project limits.
15. Indemnify, save harmless and defend regardless of outcome the State from expenses of and against suits, actions, claims, or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the City in the construction and maintenance of the work.

SECTION III. All parties agree that:

1. The traffic signal installation will not be altered or abandoned without the prior concurrence of all parties.
2. Should any of the traffic signal installation be damaged or destroyed through the wrongful or negligent act of any third party, the City will make every effort to determine the identity and whereabouts of the responsible party, and the State will attempt collection of the cost of repair or replacement. The Parties will share the costs of repair or replacement on an equal basis if:
 - (a) Collection cannot be accomplished after reasonable attempt, or
 - (b) The damage or destruction was not caused by the wrongful or negligent act of a third party.
3. This Agreement shall become effective on the first date mentioned above and shall remain in full force and effect until amended or replaced upon the mutual consent of the City and State.

EXECUTION

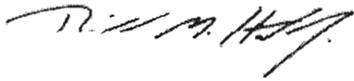
This Agreement is executed for the State by its District Engineer; and executed for City by the Mayor, and attested to by the City Clerk.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

District Engineer

APPROVED AS TO FORM:



Deputy Attorney General

ATTEST:

CITY OF TWIN FALLS

City Clerk

Mayor

(Seal)

By regular/special meeting
on _____

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the State, has submitted an Agreement stating obligations of the State and the City of Twin Falls, hereafter called the City, for design and construction of a traffic signal at the US30 (KIMBERLY RD)/ 3250 East (West Chobani) intersection within the City's corporate limits; and

WHEREAS, the City is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the City.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council for the City of Twin Falls, held on _____, _____.

(Seal)

City Clerk