Monday, February 14, 2011 City Council Meeting

To: Honorable Mayor and City Council

From: Dennis J. Bowyer, Parks & Recreation Director

Request:
Presentation of the redevelopment plan for the Main Avenue Fountain Plaza.

Time Estimate:
Terry McCurdy from the Twin Falls Community Foundation and Scott Allen with The Land Group will take approximately 10 minutes for their presentation. Staff will take approximately 2-3 minutes. Following the presentations, we expect some time for questions and answers.

Background:
The Twin Falls Community Foundation (TFCF) accepted a proposal from The Land Group for landscape architectural services on the Main Avenue Fountain Plaza concept.

At the February 8th, 2010 City Council meeting, the Council approved to accept funds from the Twin Falls Community Foundation (TFCF) to pay for preliminary concept plans for redevelopment of the Main Avenue Fountain Plaza.

The Land Group developed three concept plans. Two of those plans removed the existing fountain, all three plans had a fountain/splash pad implemented in the designs. Staff presented these three plans to the TFCF and the Parks & Recreation Commission. Staff took the input from both groups and presented those to The Land Group to develop one plan. Consensus from both groups was to have the existing fountain removed completely. The Land Group developed a revised plan with an additional one with only a slight variation.

Staff is requesting input from the City Council on the three concept plans and the revised plan. Before the TFCF commissions The Land Group develop a cost estimate for demolition and construction, staff and the TFCF want to make sure the City Council has their input on the re-design of the plaza. The Land Group can make additional modifications to the plan before the cost estimate is developed. The proposal to develop engineer's estimate for demolition and construction from The Land Group is $850.

The TFCF will compensate the City for the services from The Land Group to develop a cost estimate for demolition and construction.

Attached are photos of the area as it is today, the three concepts plans, and the revised plans 1 and 1B. Also included are colored renditions of concept plans # 1 and # 2.

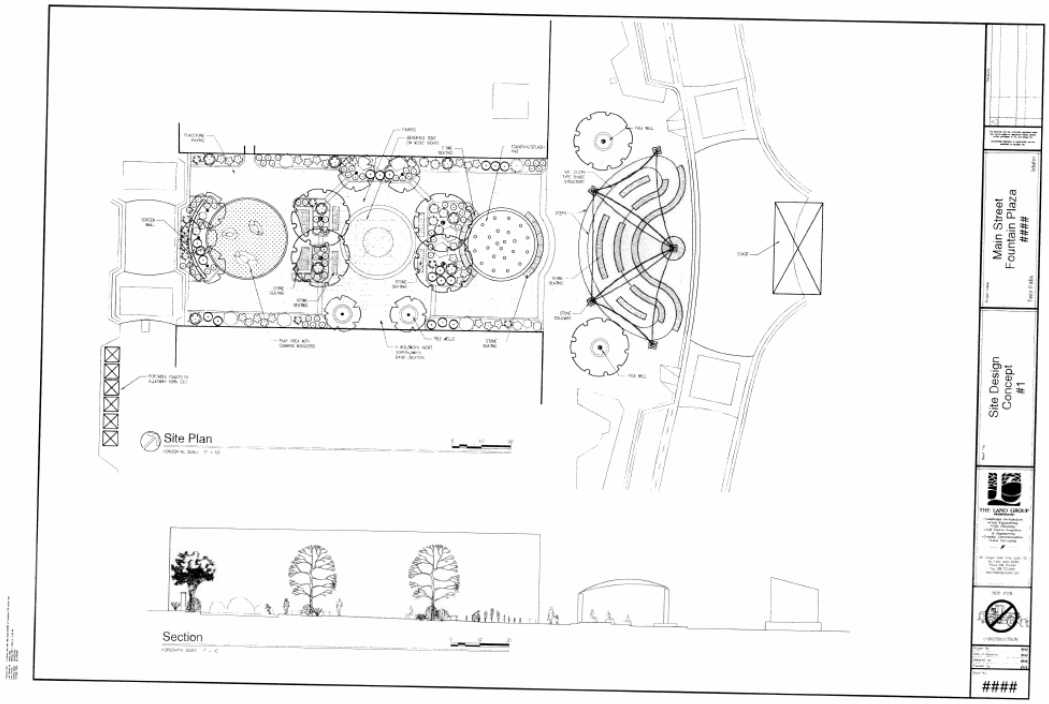
Budget Impact:
There is no immediate budget impact associated with this presentation as the Foundation will pay for the services from The Land Group. As this project advances, City staff believes it is prudent to examine the maintenance costs associated with the fountain project.

Regulatory Impact:
There is no immediate regulatory impact associated with this agenda item.

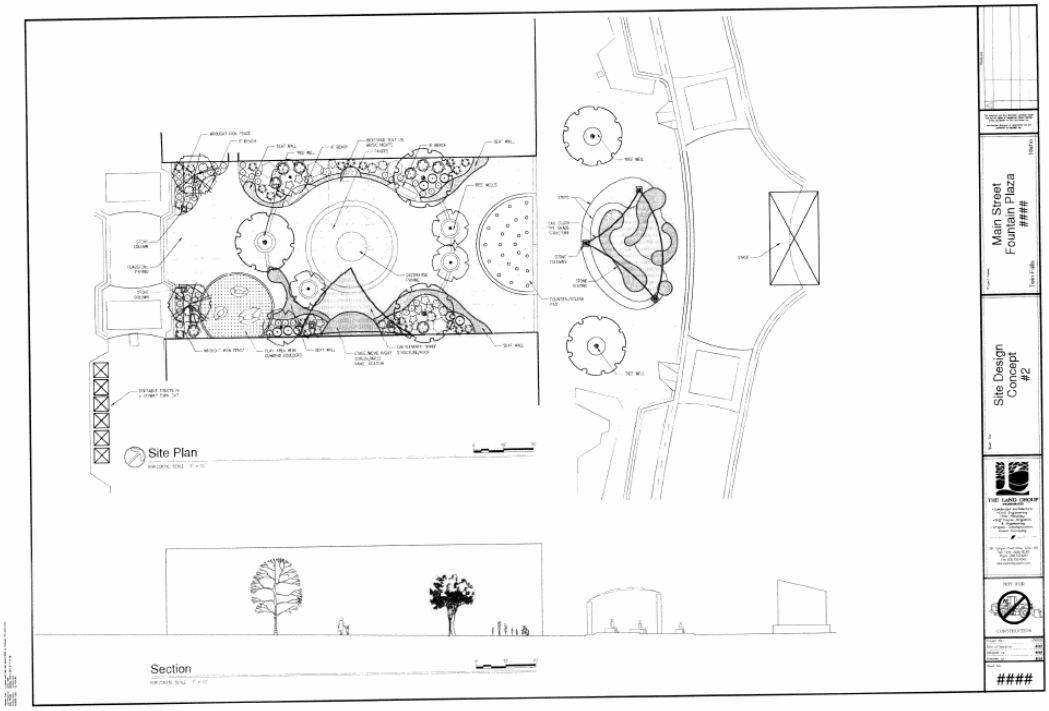
Conclusion:
Staff is requesting for Council input on the designs and to consider the Service Contract with The Land Group for a cost estimate on the redevelopment of the Main Avenue Fountain Plaza, to be funded by the TFCF.

Attachments:
Photos of Existing Fountain Area
Main Avenue Fountain Plaza Concept Plans #1, 2, & 3
Colored Renditions of Concept Plan # 1 & 2
Revised Concept Plan #1
Revised Concept Plan # 1B
Proposal and Service Contract

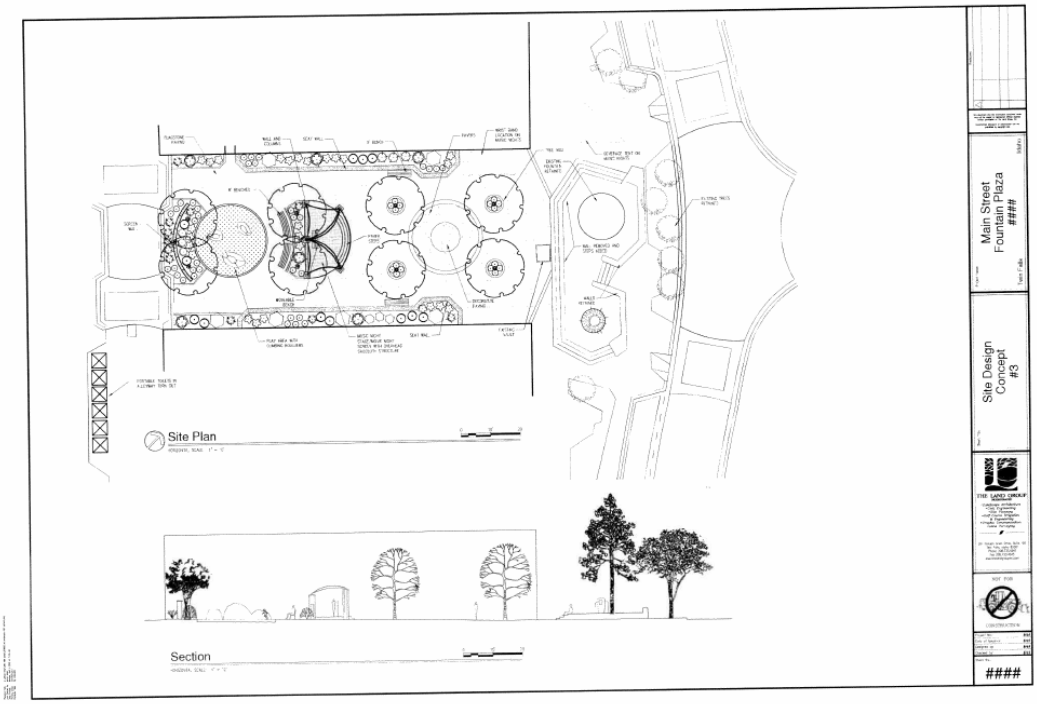
Concept Plan # 1



Concept Plan # 2



Concept Plan # 3



Concept Plan # 1

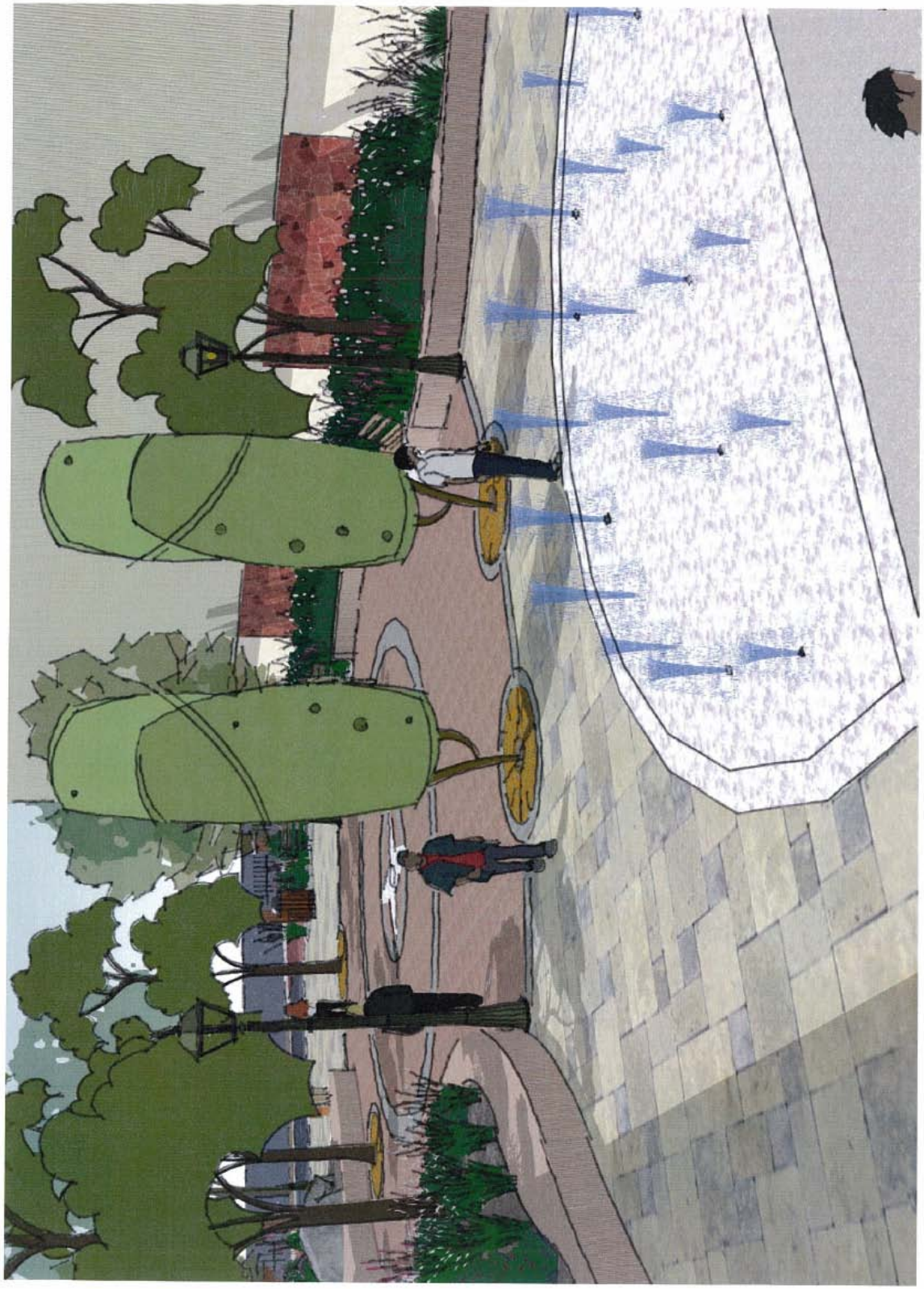
North ⟶

Concept Plan # 1

← North

Concept Plan # 2

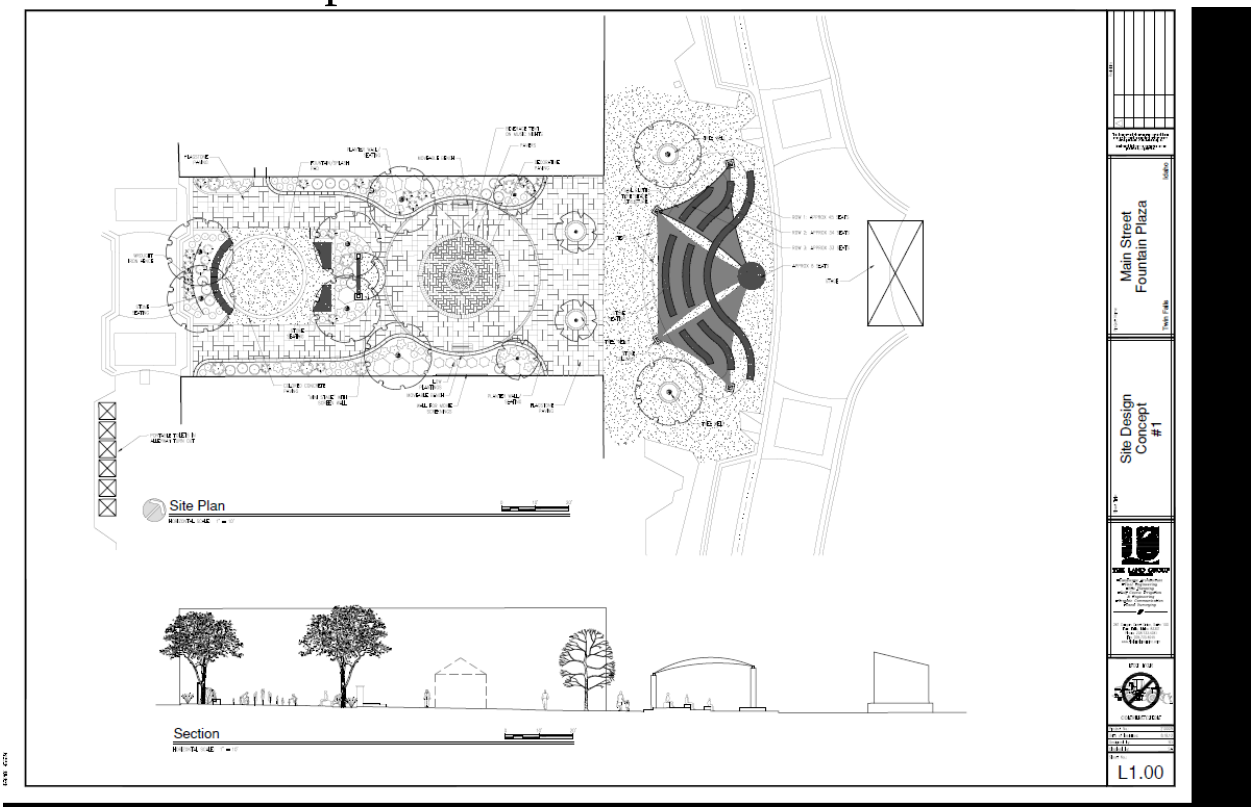
North ↑



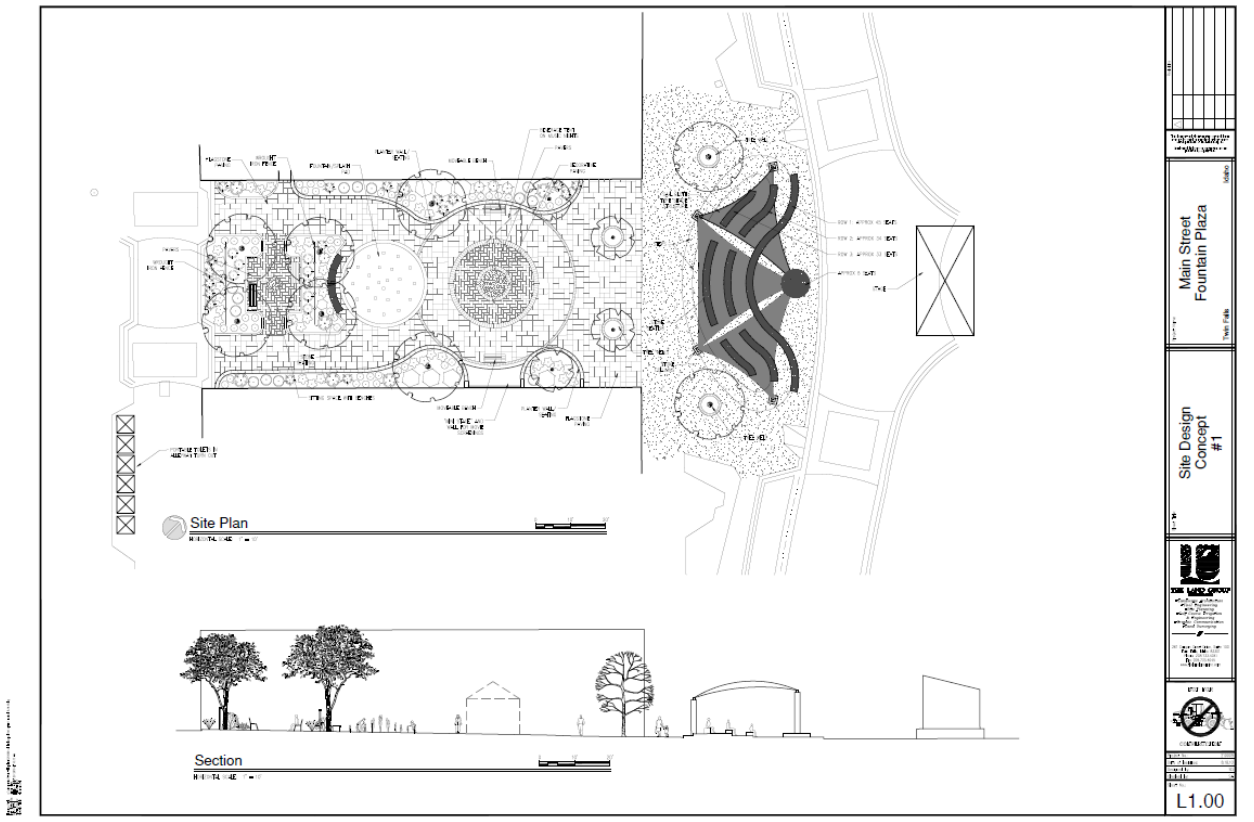
Concept Plan # 2

← North

Revised Concept Plan # 1



Revised Concept Plan # 1B



THE LAND GROUP, INC.
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Proposal & Service Contract

V1001

Twin Falls
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Twin Falls, Idaho 83301
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Project Information

Project Name:	Main Street Fountain Plaza Redevelopment Plan	Project No.:	210009
Project Location:	Main Street & Hansen Street, Twin Falls, Idaho	Date:	January 7, 2011
Client Information:	Client Name: City of Twin Falls Client Address: c/o TF Parks & Recreation, P.O. Box 1907, Twin Falls, ID 83303 Billing Address: Same		Phone: 736-2265 Fax: -- Cell: --
Client Contact:	Dennis Bowyer	Email: dbowyer@tfid.org	TLG PM: Scott Allen
Scope of Work:	Complete engineer's estimate for demolition and construction costs of the proposed Main Street Fountain Plaza redevelopment. Engineer's estimate shall be completed for the final plan selected by the City of Twin Falls.		

Fees:	$850.00	Billing Terms:	Fixed Fee	Proposal No.:	NA

Terms & Conditions

In consideration of the promises set forth in this document, the parties to this Agreement, by means of their signatures below, agree as follows:

1. The parties agree that The Land Group, Inc., shall perform the services described in the foregoing proposal for Client in a manner consistent with that level of care and skill ordinarily exercised by members of the Landscape Architectural, Site Planning, Civil Engineering, Graphics and Surveying profession currently practicing under similar conditions in the locality of the Project. The Land Group, Inc., makes no other warranty, express or implied, in connection with those services.
2. The parties agree that, in return for the services by The Land Group, Inc., Client shall pay the fee specified above, or if appropriate, the sums billed at the rates set forth in the Schedule of Rates. Client shall pay each invoice from The Land Group, Inc., within 30 days of receipt, or incur interest charges of 1.5% per month.
3. Client shall pay a project retainer in the amount of N/A, prior to The Land Group Inc. starting work on the project.
4. Services provided pursuant to this Agreement are intended solely for the use and benefit of the Client. No other person or entity may rely on the services, opinions, recommendations, plans or specifications provided pursuant to this Agreement without the express written consent of The Land Group, Inc.
5. In recognition of the relative risk of the Client and The Land Group, Inc. on the project, Client agrees that any liability of The Land Group, Inc. and its officers, directors, employees, agents and consultants to the Client, in any way arising out of this Agreement, or any work performed pursuant thereto, shall be limited to 100% of the total fees paid to The Land Group, Inc.
6. As a courtesy, drawing files and other documents may be furnished to Client, at Client's request, in electronic format. Electronic file drawings and documents shall be used for general reference purposes only. The transfer and receipt of an electronic file from The Land Group, Inc. does not constitute delivery of our work product. Only a signed hard copy or (pdf) issued from our office, as prepared by our staff for the specific project, and identified as such constitutes our work product, and shall be the operative document for all design, specification, layout and construction information. The recipient of any electronic file or document issued by The Land Group, Inc. agrees to indemnify and hold harmless The Land Group, Inc, and its officers, directors, employees, agents and consultants against any and all irregularities, incomplete or illegible transfers, incidental or consequential damages or costs incurred in the use, misuse, revision, alteration or other manipulation of electronic files furnished to Client.
7. Neither party shall be deemed in default of this Contract or any order hereunder to the extent that any delay or failure in the performance of its obligations (other than payment of money) results from any causes beyond its reasonable control and without its fault or negligence, such as acts of Nature, the public enemy or the government.
8. If any party hereto commences an action or arbitration proceeding to interpret or enforce this contract, the prevailing party shall be entitled to an award of reasonable attorney fees and costs in addition to all other amounts awarded by the Court or arbitrator.
9. This Agreement is governed by the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated below.

Signatures

The Land Group, Inc.:	**Client:** City of Twin Falls
By: Scott L. A	**By:**
Printed Name & Title: Scott L. Allen, Sr. Planner	**Printed Name & Title:**
Date: January 7, 2011	**Date:**
	Accepted Via:

For revisions, deletions or additions to the above information, or questions regarding invoices, please contact the billing department within 20 days. For questions about documents related to the Scope of Work, please contact the Project Manager. Following cancellation of work by CLIENT, after receipt of written or verbal authorization to proceed, CONSULTANT will invoice services completed to date for compensation.

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