

COUNCIL MEMBERS:

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



AGENDA
Meeting of the Twin Falls City Council
Monday, October 6, 2014
City Council Chambers

5:00 P.M.

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

GENERAL PUBLIC INPUT

AGENDA ITEMS

I. <u>CONSENT CALENDAR:</u>	<u>Purpose:</u>	<u>By:</u>
1. Consideration of a request to approve the Accounts Payable for: September 30, 2014, total: \$1,010,932.18 September 30, 2014, Fire Payroll, total: \$50,498.75 October 1, 2014, Prepays, total: \$12,151.57	Action	Sharon Bryan
2. Request to approve the City Council Meeting Minutes of September 22, 2014.	Action	Leila A. Sanchez
3. Request to approve a Quit Claim Deed releasing property from the City of Twin Falls to Highland Management, LLC.	Action	Jacqueline Fields
4. Consideration of a request to approve a Trust Agreement for Riverhawk Commercial Subdivision placing lots 1, 2, 3, 4, and 5 of Block 1 in trust.	Action	Troy Vitek
II. <u>ITEMS FOR CONSIDERATION:</u>	<u>Purpose:</u>	<u>By:</u>
1. Formal pinning ceremony of Lieutenants Terry Thueson and John K. Wilson.	Presentation	Chief Brian Pike
2. Request to approve changes to Resolution 1711 to amend the policy established for the sale and destruction of firearms in the possession of the Twin Falls Police Department.	Action	Capt. Bryan Krear
3. Request to authorize the Mayor to sign the Award Document for the Idaho Bureau of Homeland Security-Emergency Communications Commission Grant, in the amount of \$28,765.	Action	Mandi Thompson
4. Request to hire Region IV Development Corporation to serve as a Grant Administrator for the City of Twin Falls on Idaho Community Development Block Grants received for the Clif Bar project.	Action	Travis Rothweiler
5. Discussion on the upcoming audit for the City of Twin Falls for fiscal year 2013-2014.	Discussion	Lorie Race
6. Discussion of the City Manager's recommendation to create a citizen's committee to review current city facilities.	Discussion/ Possible action	Travis Rothweiler
7. Public input and/or items from the City Manager and City Council.		
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u>	6:00 P.M.	None
V. <u>ADJOURNMENT:</u>		

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

Twin Falls City Council-Public Hearing Procedures for Zoning Requests

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

COUNCIL MEMBERS:

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



MINUTES
Monday, September 22, 2014
City Council Chambers
305 3rd Avenue East -Twin Falls, Idaho

5:00 P.M.

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

GENERAL PUBLIC INPUT

AGENDA ITEMS

I. CONSENT CALENDAR:

1. Request to approve the Accounts Payable for September 16 – September 22, 2014
2. Consideration of a request from Gary Miller to approve the third annual “Haunted Swamp” to be held on his property located at 646 South Park Avenue West.

Purpose:
Action

By:
Sharon Bryan
S/Sgt. Dennis Pullin

II. ITEMS FOR CONSIDERATION:

1. Request to approve the bids for the Blue Lakes Well Pump Replacement and award a contract to Challenger Companies, Inc. in the amount of \$748,024.00.
2. Request to approve Contract Amendment No. 1 from CH2M HILL for the operation and maintenance of the Waste Treatment Plant, industrial pre-treatment program and associated sewer lift stations.
3. Consider the purchase of a Steerable Sewer Inspection Camera for the Waste Water Collection Department.
4. Update on the proposed Odor Reduction Unit planned for Canyon Springs Road.
5. Update on the Waste Water Treatment Plant Expansion.
6. Consideration of a request to authorize the Mayor to sign an addendum to the Cooperative Agreement with ITD for the Americans with Disabilities Act (ADA) Curb Ramp Program.
7. Consider and act on a request to purchase a maintenance trailer for the Twin Falls Golf Club.
8. Public input and/or items from the City Manager and City Council.

Purpose:

By:
Jon Caton
Jon Caton
Shawn Moffitt/CH2M Hill
Jon Caton
Troy Vitek
Troy Vitek
Josh Baird
Mitch Humble

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:

IV. PUBLIC HEARINGS: **6:00 P.M.**

1. Public hearing to amend the 2013-2014 Budget.
2. Public hearing to amend the 2013-2014 Budget. (Cheney Drive CSI Student Safety Initiative)

PH/Action
PH/Action

Pat Lehmann
Pat Lehmann

V. ADJOURNMENT:

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

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

Absent: None

Staff Present: City Manager Travis Rothweiler, City Attorney Fritz Wonderlich, Deputy City Attorney Shayne Nope, Community Development Director Mitchel Humble, City Engineer Jacqueline Fields, Assistant City Engineer Troy Vitek, Staff Engineer Josh Baird, Chief Finance Officer Lorie Race, Budget Coordinator Pat Lehmann, S/Sgt. Dennis Pullin, Public Works Director Jon Caton, Deputy City Clerk/Recording Secretary Leila A. Sanchez

Mayor Hall called the meeting to order at 5:00 P.M. He then invited all present, who wished to, to recite the pledge of Allegiance to the Flag. A quorum was present.

CONSIDERATION OF THE AMENDMENTS TO THE AGENDA:

City Manager Rothweiler requested the following addition to the agenda:

Executive Session: 67-2345(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement;

MOTION:

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

MOTION:

Councilmember Barigar moved to adjourn to Executive Session 67-2345(1) (f). The motion was seconded by Vice Mayor Hawkins. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

PROCLAMATION: None

GENERAL PUBLIC INPUT: None

AGENDA ITEMS

I. CONSENT CALENDAR:

1. Request to approve the Accounts Payable for September 16 – September 22, 2014
2. Consideration of a request from Gary Miller to approve the third annual “Haunted Swamp” to be held on his property located at 646 South Park Avenue West.

MOTION:

Councilmember Munn moved to approve the Consent Calendar as presented. The motion was seconded by Councilmember Mills Sojka. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

II. ITEMS FOR CONSIDERATION:

1. Request to approve the bids for the Blue Lakes Well Pump Replacement and award a contract to Challenger Companies, Inc. in the amount of \$748,024.00.

Public Works Director Caton explained the request.

The existing pumps are beyond their useful life and rebuilding the impellers is not a viable option. Furthermore, the configuration of the pumps is such that they are not efficiently operating nor do they have the capacity to pump our full water right. The proposed project will allow the city to replace the inefficient pumps with much more efficient pumps that have the capability and redundancy necessary to pump our water right. During the project design, the operators also identified additional valves and fittings that need to be replaced as part of this project. This additional scope of work was added to the project and was bid as the Additive Alternate.

The low bid was from Challenger Companies, Inc. in the amount of \$748,024.00.

Discussion followed on causes of cavitation.

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Mark Holtzen, JUB Engineers, spoke on the request.

MOTION:

Vice Mayor Hawkins moved to approve the bid for the Blue Lakes Well Pump Replacement and award a contract to Challenger Companies, Inc. in the amount of \$748,024.00. The motion was seconded by Councilmember Lanting. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

2. Request to approve Contract Amendment No. 1 from CH2M HILL for the operation and maintenance of the Waste Treatment Plant, industrial pre-treatment program and associated sewer lift stations.

Shawn Moffitt, CH2M Hill, explained the request.

The proposed contract is a 4.8 % decrease from FY 2013-2014. The proposed base fee for the year is \$3,200,597.00. The Base Fee represents the total cost of service.

The base fee shown in section 1 (4.1) is the total compensation paid to CH2M HILL for services rendered. Total Direct Cost is the projected cost of operating the city's treatment plants, maintaining lift stations and administering the industrial pretreatment program. Total Direct Costs is divided into maintenance & operating expenses and repairs. M&O costs, including repair costs, are projected to be \$2,667,164.00. At the end of the year our contract requires CH2M HILL to rebate to the City 100% of the M&O costs that have not been spent (and the associated margin with those costs). The difference between the Base Fee and Total Direct Costs is overhead and profit.

Discussion followed.

- CH2M Hill rebate to the City of Twin Falls
- Cost savings and reductions

Councilmember Talkington moved to approve Contract Amendment No. 1 from CH2M HILL for the operation and maintenance of the Waste Treatment Plant, industrial pre-treatment program and associated sewer lift stations in the amount not to exceed \$3,200,597.00 and authorize the Mayor to sign the contract. The motion was seconded by Councilmember Mills Sojka. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

3. Consider the purchase of a Steerable Sewer Inspection Camera for the Waste Water Collection Department.

Public Works Director Caton explained the request.

The camera we are proposing to purchase has many advantages over our existing system, including: shorter camera length to allow for easier access in difficult manholes; mobile deployment for back lot-line sewer inspections; and most significantly, a steerable camera.

One bid was received from Metroquip, Inc. of Meridian, Idaho in the amount of \$72,500.00.

Staff recommends approval of the request.

Discussion followed.

MOTION:

Councilmember Lanting moved to approve the purchase of a Steerable Sewer Inspection Camera for the Waste Water Collection Department in the amount of \$72,500.00. The motion was seconded by Vice Mayor Hawkins. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

4. Update on the proposed Odor Reduction Unit planned for Canyon Springs Road.

Assistant City Engineer Vitek gave the presentation.

On May 27, 2014, he came before the Council to discuss installation of two odor reduction units, one located at the intersection of Pole Line Road East and Eastland Drive North and another located at Canyon Springs Roadway adjacent to the Perrine Coulee. At this time the Eastland Unit is on hold after concerns voiced by adjacent homeowners.

He presented two renderings of the proposed Odor Reduction units.

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5. Update on the Waste Water Treatment Plant Expansion.

Assistant City Engineer Vitek gave a summary presentation of Package 1 and Package 2 of the WWTP projects.

Discussion followed.

- Pedestrian safety on Canyon Springs Road.

City Manager Rothweiler stated that staff will discuss safety issues with the Contractor and will also discuss closing the road to pedestrians.

-Auger Falls open to the public

-Artifacts

Assistant City Engineer Vitek stated that the contractor is aware of the process if artifacts are found.

6. Consideration of a request to authorize the Mayor to sign an addendum to the Cooperative Agreement with ITD for the Americans with Disabilities Act (ADA) Curb Ramp Program.

Staff Engineer Baird explained the request.

The ADA Curb Ramp Program is a state-administered program that provides funding for projects to address pedestrian curb ramps on the state highway system. The goal of the programs is to provide safe and easily assessable facilities for pedestrians with disabilities while allowing local jurisdictions flexibility in meeting the required standards.

The City awarded \$60,000, the maximum amount offered per jurisdiction, to construct 11 ramps. However, the estimates came in under the allotted \$60,000. An estimate was received from the contractor to do additional ramps and it appears 3 more ramps can be constructed while staying under the \$60,000.

Discussion followed.

-Idaho & 7th handicap ramps are not part of the project

MOTION:

Councilmember Lanting moved to authorize the Mayor to sign an addendum to the Cooperative Agreement with ITD for the Americans with Disabilities Act (ADA) Curb Ramp Program Key 13990. The motion was seconded by Councilmember Barigar. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

Discussion followed.

-Broken sidewalk and construction easel on Addison Avenue between Jefferson to Quincy

City Engineer Fields explained the lateral has chunks that collapse and typically they are fixed on an annual basis.

Staff Engineer Baird explained two sets of handicap ramps are to be placed on Jackson Street.

7. Consider and act on a request to purchase a maintenance trailer for the Twin Falls Golf Club.

Community Development Director Humble explained the request.

In 2009, the City constructed a new maintenance shop at the Twin Falls Golf Club. At that time, the old maintenance shop was repurposed to act as a storage building for equipment and chemicals. The new shop was constructed because the old building had experienced significant wear and tear and was not safe for regular occupation by our maintenance staff. But, it still provided a secure and dry place to store the equipment and chemicals. The long term plan was to eventually remove the old maintenance building and replace it with a covered secure storage area. Parks staff intends to request that replacement in the FY 2016 budget. With the recent heavy rains that hit our area in August, we found that the roof began to fail a little sooner than expected. The roof allowed water to enter the building and get the fertilizer that was stored in the building wet. Much of the equipment in the building can handle a little water, but the fertilizer needs to stay dry until it is applied.

The golf course maintenance supervisor has found a potential temporary solution for the dry storage of fertilizer. He has found an old 40-foot long truck trailer that the golf course can acquire for \$1,500. The trailer can be moved onto the site next to the old maintenance building and then be used to store the fertilizer and the equipment that is less water tolerant. The trailer is also able to be secured. Roof repairs needed to prevent water from entering the building would be more costly than acquiring the trailer.

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The Parks Department will have savings this year in the capital expense budget, primarily due to the funds for the community garden not being spent. Parks staff would like to spend \$1,500 of the capital expense savings to acquire the 40-foot trailer and use it for temporary storage of fertilizer and equipment until such time as a more permanent solution can be planned and funded. The trailer will cost \$1,500. The FY 2014 budget does not include funds for this purchase. Staff is requesting to fund the purchase with savings from the Parks capital expense budget.

Discussion followed.

- Trailer to be used for storage of chemicals and equipment
- Cost of renting storage shed versus buying a trailer

MOTION:

Councilmember Lanting moved to purchase a maintenance trailer for the Twin Falls Golf Club in the amount of \$1,500 from Sherwin Williams. The motion was seconded by Vice Mayor Hawkins. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

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

Public Works Director Caton gave an update on the large main break on Washington and Orchard. He explained what happened and how the City responded.

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:

IV. PUBLIC HEARINGS: 6:00 P.M.

1. Public hearing to amend the 2013-2014 Budget.

Budget Coordinator Lehmann explained the request.

This is a formality to ensure compliance with the Appropriations Ordinance passed for the current fiscal year. All of the expenditures have been previously reviewed and approved by Council. Funding is from reserves, grants, unanticipated revenues, bond proceeds and fund transfers. No additional monies are required from our citizens.

This amendment will ensure the City of Twin Falls' compliance with State Code 50-1003. The amendment to the Appropriations Ordinance No. 3055 is an additional gross amount (including inter-fund transfers) of \$28,199,905.

Discussion followed.

-Airport Fund – Small Community Service of \$500,000

Mayor Hall opened and closed the public testimony portion of the hearing with no input.

The public hearing was closed.

MOTION:

Councilmember Talkington moved to suspend the rules and place Ordinance 3055, as amended, on third and final reading by title only. The motion was seconded by Councilmember Lanting. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

Deputy City Clerk Sanchez read the ordinance by title only: AN ORDINANCE OF THE CITY OF TWIN FALLS, IDAHO, AMENDING ORDINANCE NO. 3055, THE APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013, AND ENDING SEPTEMBER 30, 2014; APPROPRIATING ADDITIONAL MONIES THAT ARE TO BE RECEIVED BY THE CITY OF TWIN FALLS, IDAHO, IN THE SUM OF \$28,199,905; AND PROVIDING AN EFFECTIVE DATE.

MOTION:

Vice Mayor Hawkins moved to adopt Amended Ordinance 3055 as presented. The motion was seconded by Councilmember Lanting. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

Mayor Hall and Councilmember Munn disclosed they are employees of the College of Southern Idaho, therefore recused themselves at this time. Councilmember Barigar disclosed that his spouse is an employee of the College of Southern Idaho, therefore recused himself at this time.

The meeting was turned over to Vice Mayor Hawkins.

MINUTES

Monday, September 22, 2014

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2. Public hearing to amend the 2013-2014 Budget. (Cheney Drive CSI Student Safety Initiative)

Budget Coordinator Lehmann explained the request.

This is a formality to ensure compliance with the Appropriations Ordinance passed for the current fiscal year. All of the expenditures have been previously reviewed and approved by Council. Funding is from grant revenues. No additional monies are required from our citizens.

This amendment will ensure the City of Twin Falls' compliance with State Code 50-1003. The amendment to the Appropriations Ordinance No. 3055 is an additional gross amount of \$66,350.

Vice Mayor Hawkins opened and closed the public hearing with no input.

The public hearing was closed.

MOTION:

Councilmember Talkington moved to suspend the rules and place Amended Ordinance 3055, as amended, on third and final reading by title only. The motion was seconded by Councilmember Mills Sojka. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

Deputy City Clerk Sanchez read the ordinance by title only: AN ORDINANCE OF THE CITY OF TWIN FALLS, IDAHO, AMENDING ORDINANCE NO. 3055, THE APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013, AND ENDING SEPTEMBER 30, 2014; APPROPRIATING ADDITIONAL MONIES THAT ARE TO BE RECEIVED BY THE CITY OF TWIN FALLS, IDAHO, IN THE SUM OF \$66,350; AND PROVIDING AN EFFECTIVE DATE.

MOTION:

Councilmember Lanting moved to adopt Amended Ordinance 3055 as presented. The motion was seconded by Councilmember Mills Sojka. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

- V. **ADJOURNMENT: The meeting adjourned at 6:47 p.m.**

Leila A. Sanchez
Deputy City Clerk/Recording Secretary



Date: Monday, October 6, 2014
To: Honorable Mayor and City Council
From: Jackie Fields, City Engineer

Request:

Approval of a quit claim deed releasing property from the City of Twin Falls to Highland Management, LLC.

Time Estimate:

The presentation will take approximately 5 minutes.

Background:

Back in 2008, Paul and Carol Ransom deeded three parcels to the City of Twin Falls. One parcel was for right-of-way for Meadowview Ln. The second parcel was for additional right-of-way on Addison. The third parcel that was deeded to the City, should have been deeded to Highland Management, LLC. The City has no interest in this parcel and would like to quit claim this parcel to its rightful owner, Highland Management, LLC.

Approval Process:

City Council must approve Quit Claims from the City to other entities.

Budget Impact:

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

Regulatory Impact:

Approval of this request will release any interest from the City of Twin Falls on this property.

Conclusion:

Staff recommends that the Council approve the request as presented.

Attachments:

1. Property Exhibit
2. Original Warranty Deed
3. Quit Claim Deed

Deed Transfer Exhibit

Reference Only



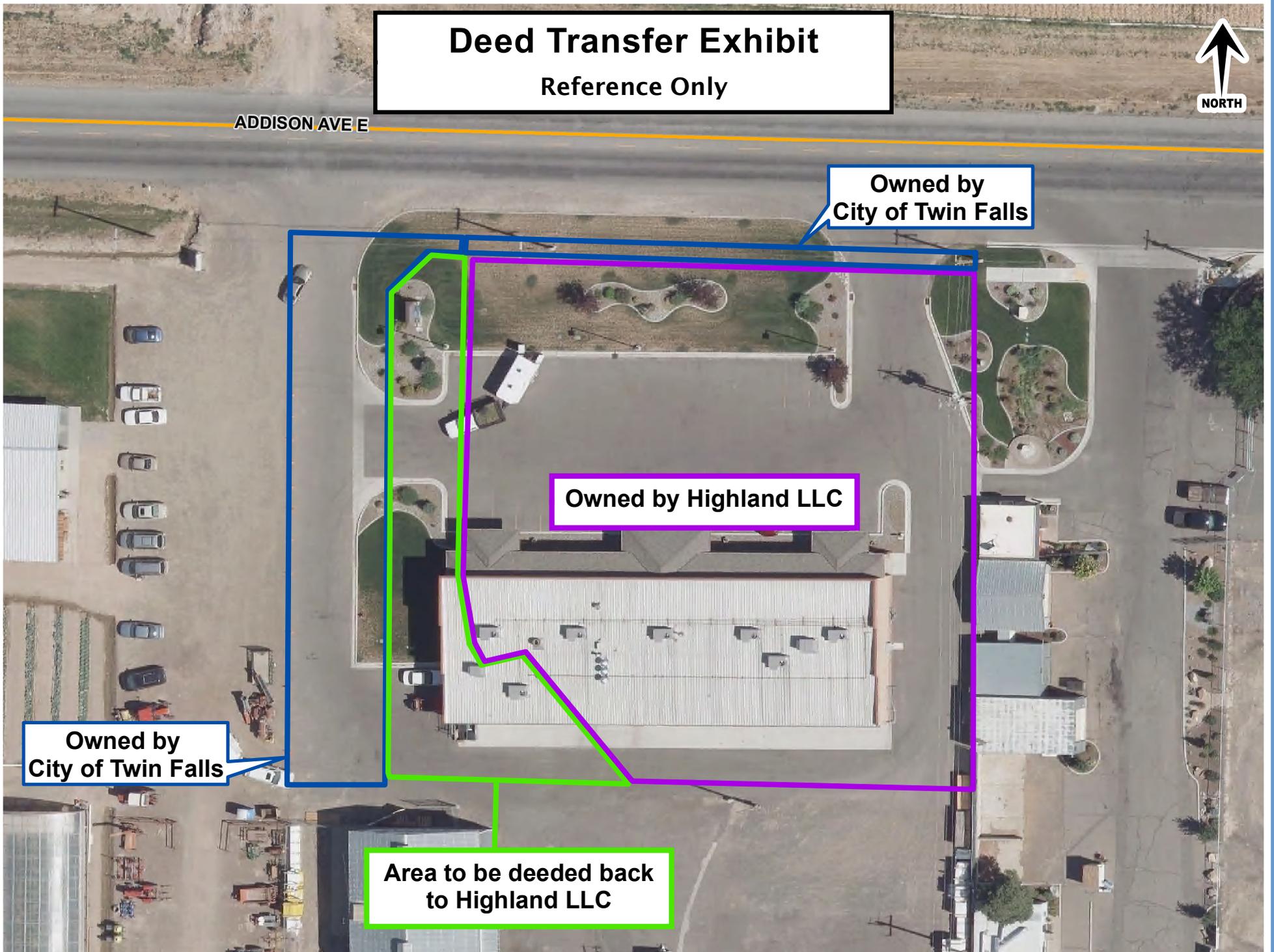
ADDISON AVE E

Owned by
City of Twin Falls

Owned by Highland LLC

Owned by
City of Twin Falls

Area to be deeded back
to Highland LLC



WARRANTY DEED

TWIN FALLS COUNTY
RECORDED FOR:
RANSOM, CAROL L.
10:17:59 AM 06-12-2008
2008-013419
NO. PAGES: 5 FEE: \$15.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: CHICE

For Value Received

PAUL V. RANSOM AND CAROL L. RANSOM, HUSBAND AND WIFE

the grantor(s), do(es) hereby grant, bargain, sell, and convey unto

CITY OF TWIN FALLS, A MUNICIPAL CORPORATION

the grantee(s), whose current address is

434 2nd Ave. E., Twin Falls, Id.

the following described premises, to-wit:

See Attached LEGAL DESCRIPTIONS

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all claims whatsoever.

Dated: June 11, 2008

Paul V. Ransom
PAUL V. RANSOM

Carol L. Ransom
CAROL L. RANSOM

STATE OF IDAHO
: ss
COUNTY OF TWIN FALLS

On This 11 day of June, in the year 2008, before me, the undersigned a Notary Public in and for said State, personally appeared Paul V. Ransom and Carol L. Ransom, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

[Signature]
Notary Public of Idaho
Residing at
Commission Expires: 04-13-2012
Residing at: Twin Falls, Idaho
Commission Expires: 04-13-2012

**Land Description
For
Meadowview Lane And Addison Avenue Right of Way**

A parcel of land located in the Northeast quarter, Section 14, Township 10 South, Range 17 East, B.M., being more particularly described as follows:

Commencing at the North quarter corner of Section 14. Thence, South 88°39'00" East, 1306.40 feet along the North boundary of the Northeast quarter of Section 14. Thence, South 00°12'22" West, 40.01 feet to a point on the Southern right of way of Addison Avenue East and the REAL POINT OF BEGINNING.

Thence, South 88°39'00" East, 63.21 feet, along the Southern right of way of Addison Avenue East.

Thence, South 01°10'30" West, 6.00 feet.

Thence, North 88°39'00" West, 12.70 feet, along a line 6.00 feet south of and parallel to the Southern right of way of Addison Avenue East.

Thence, South 45°46'41" West, 20.16 feet.

Thence, South 00°12'22" West, 182.40 feet.

Thence, North 89°47'38" West, 36.00 feet.

Thence, North 00°12'22" East, 203.52 feet to the REAL POINT OF BEGINNING.

The above described parcel contains approximately 7,581 square feet.

**Land Description
For
Addison Avenue Right of Way**

A parcel of land located in the Northeast quarter, Section 14, Township 10 South, Range 17 East, B.M., being more particularly described as follows:

Commencing at the North quarter corner of Section 14. Thence, South $88^{\circ}39'00''$ East, 1306.40 feet along the North boundary of the Northeast quarter of Section 14. Thence, South $00^{\circ}12'22''$ West, 40.01 feet to a point on the Southern right of way of Addison Avenue East. Thence, South $88^{\circ}39'00''$ East, 63.21 feet, along the Southern right of way of Addison Avenue East to the REAL POINT OF BEGINNING.

Thence, South $88^{\circ}39'00''$ East, 192.20 feet, along the Southern right of way of Addison Avenue East.

Thence, South $00^{\circ}32'32''$ West, 6.00 feet.

Thence, North $88^{\circ}39'00''$ West, 192.26 feet, along a line 6.00 feet south of and parallel to the Southern right of way of Addison Avenue East.

Thence, North $01^{\circ}10'30''$ East, 6.00 feet to the REAL POINT OF BEGINNING.

The above described parcel contains approximately 1,153 square feet.

**Land Description
For
Paul and Carol Ransom**

A parcel of land located in the Northeast quarter, Section 14, Township 10 South, Range 17 East, B.M., being more particularly described as follows:

Commencing at the North quarter corner of Section 14. Thence, South 88°39'00" East, 1370.43 feet along the North boundary of the Northeast quarter of Section 14. Thence, South 01°21'00" West, 46.00 feet to the REAL POINT OF BEGINNING.

Thence, South 01°10'30" West, 117.14 feet.

Thence, South 10°02'15" East, 26.12 feet.

Thence, South 28°40'15" East, 8.83 feet.

Thence, North 78°01'30" East, 15.60 feet.

Thence, South 39°12'45" East, 60.33 feet.

Thence, North 88°44'15" West, 87.60 feet.

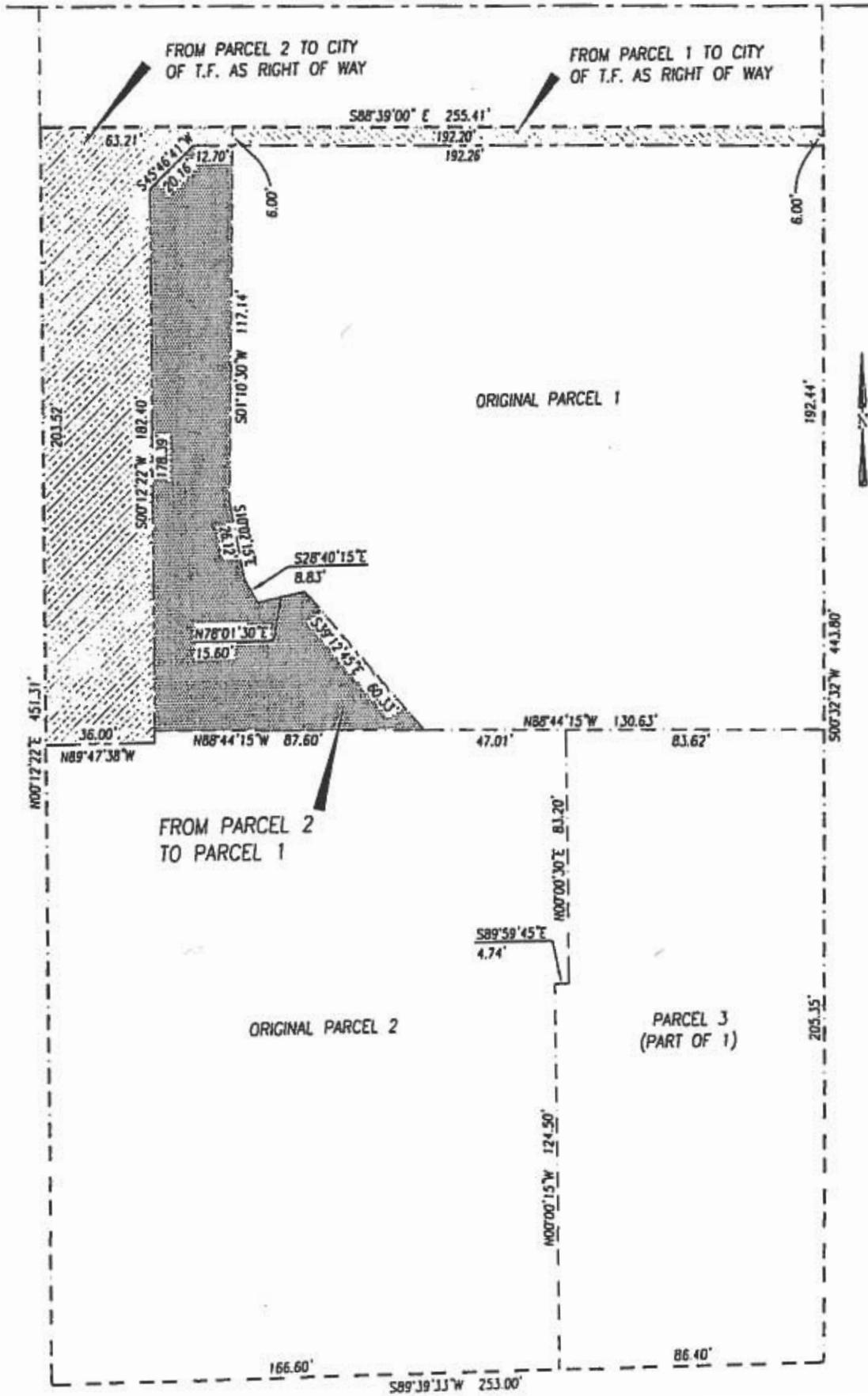
Thence, North 00°12'22" East, 178.39 feet.

Thence, North 45°46'41" East, 20.16 feet.

Thence, South 88°39'00" East, 12.70 feet to the REAL POINT OF BEGINNING.

The above described parcel contains approximately 6,895 square feet.

ADDISON AVENUE



QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS,

That the **City of Twin Falls** hereby conveys, releases, remises and forever quit claims all right, title and interest unto **Highland Management, L.L.C.**, an Idaho Limited Liability Company whose address is: 3388 Anchor Lane, Twin Falls, ID 83301.

in the following described property:

See attached Legal Description & Exhibit.

together with their appurtenances.

IN WITNESS WHEREOF, I/we have set our hand(s) hereto this _____ day of ____, 20__.

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

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

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

NOTARY PUBLIC
Residing at: _____
My Commission Expires: _____

Land Description

A parcel of land located in the Northeast quarter, Section 14, Township 10 South, Range 17 East, B.M., being more particularly described as follows:

Commencing at the North quarter corner of Section 14. Thence, South $88^{\circ}39'00''$ East, 1370.43 feet along the North boundary of the Northeast quarter of Section 14. Thence, South $01^{\circ}21'00''$ West, 46.00 feet to the REAL POINT OF BEGINNING.

Thence, South $01^{\circ}10'30''$ West, 117.14 feet.

Thence, South $10^{\circ}02'15''$ East, 26.12 feet.

Thence, South $28^{\circ}40'15''$ East, 8.83 feet.

Thence, North $78^{\circ}01'30''$ East, 15.60 feet.

Thence, South $39^{\circ}12'45''$ East, 60.33 feet.

Thence, North $88^{\circ}44'15''$ West, 87.60 feet.

Thence, North $00^{\circ}12'22''$ East, 178.39 feet.

Thence, North $45^{\circ}46'41''$ East, 20.16 feet.

Thence, South $88^{\circ}39'00''$ East, 12.70 feet to the REAL POINT OF BEGINNING.

The above described parcel contains approximately 6,895 square feet.



Date: Monday, October 6, 2014
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to approve a Trust Agreement for Riverhawk Commercial Subdivision placing lots 1, 2, 3, 4, and 5 of Block 1 in trust.

Background:

The Riverhawk Commercial Subdivision PUD is a re-subdivision of Lot 1 Block 1 Riverhawk Subdivision PUD and is physically located at the northeast corner of the Riverhawk High school property at the intersection of Cheney Drive West and Washington Street North. The final plat was approved on March 31, 2014 by the Council. The owners of the property wish to record the final plat at this time before development has been completed.

It is a 5 lot commercial subdivision consisting of 4.2 acres.

Budget Impact:

None

Conclusion:

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

Attachments:

1. Trust Agreement with Phase Control Notice
2. Location Map/Plat
3. Final Plat



TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this _____ day of September, 2014, by and between **TWIN FALLS SCHOOL DISTRICT 411**, (hereinafter "Trustor"); **TITLEFACT, INC.**, (hereinafter "Trustee"); and the **CITY OF TWIN FALLS, IDAHO** (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

WITNESSETH:

WHEREAS, Trustor is the owner of the real property described below (the "Property"); and

WHEREAS, it is the desire and intent of Trustor to arrange, by and through this Agreement, for the orderly development and sale of the Property, in a manner that is conducive to achieving full compliance with applicable rules and regulations of Twin Falls County, Idaho, and the City of Twin Falls, Idaho.

NOW THEREFORE, it is agreed between the parties hereto as follows:

1. That upon the execution of this Agreement by both parties, the Trustor agrees to execute and deliver to the Trustee a Warranty Deed, conveying to the Trustee, in Trust, to be held solely for the benefit of the Beneficiary, the Property, to-wit:

Lots 1,2,3,4,5, Block 1, **RIVERHAWK COMMERCIAL SUBDIVISION a P.U.D**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.

2. The Trustor and the Trustee agree that the Trustee shall hold said title to the Property in trust, solely for the benefit of the Beneficiary under the terms hereof, and that title to the Property shall be and remain good and marketable and free from any defects, liens, conditions or encumbrances of any kind or nature, other than those appearing of record in the office of the Twin Falls County Recorder, and conditions of the Phase Control Development Notice for lots in Riverhawk Commercial Subdivision, a copy of which is attached hereto as Exhibit "A," or those which are placed on the Property with the prior written consent of the Trustee. The Trustee shall not convey, transfer or encumber all or any interest in the Property, save and except to the extent as directed by the Trustor by written instrument delivered to the Trustee.
3. It is understood and agreed that the purpose of this Agreement is to provide Trustor with a convenient means of, subdividing, developing and selling the Property. It shall be the entire responsibility of the Trustor to effect such developing, subdividing and selling of the Property and to provide whatever subdivision plat it may desire and to pay all costs and expenses of said developing, subdividing and selling, and Trustee shall have no liability for any costs or expenses therefor or for any claim, damage, loss or liability sustained to the Property or Trustor or to any other person or persons in connection with said matter, save and except to the extent caused by Trustee's failure or refusal to comply with the terms and conditions of this Agreement.

4. The Trustor may, as it desires from time to time, sell all or any portion of the Property in its sole and complete discretion. The Trustee agrees that, when it is so instructed in writing by Trustor, Trustee shall execute and deliver to the person or persons designated by Trustor, a fiduciary deed conveying good and marketable title to the Property or any part thereof as designated, and at said time the Trustor agrees to pay to Trustee any reasonable costs and expenses incurred by the Trustee hereunder and to pay the normal and customary fee for the cost of an owner's title insurance policy to be issued by *TITLEFACT, INC.*
5. It is agreed that Trustee shall not be liable or responsible for the condition of title to the Property, except as may be provided in any title insurance policy issued by the Trustee, and Trustee shall have no liability concerning possession or survey or any taxes, costs or expenses in connection with the Property, other than as herein provided.
6. It is agreed that the term of this Agreement shall expire when all of the above described Lots have been conveyed by the Trustee pursuant to Trustor's written instructions.
7. It is agreed that this Trust Agreement may not be revoked or amended without the prior written approval of the Beneficiary. If Trustee is presented with written notice of Termination by both Trustor and Beneficiary, and Trustee receives Trustor's payment of all reasonable out-of-pocket costs and expenses incurred by Trustee in connection with this Agreement, if any, the Trustee shall immediately reconvey to Trustor the remaining part of the Property; and thereafter no party hereto shall have any further liability to the others in connection with the Property or under the terms of this Agreement.
8. Trustor agrees to indemnify and save harmless Trustee from any claims, demands, judgments, costs and expenses including reasonable attorney's fees and any other obligation or liability of any kind or nature that the Trustee may for any reason suffer, incur or expend by reason of this Trust Agreement or in the administration thereof, other than for or as a result of Trustee's misconduct, breach of this Agreement, or willful neglect.
9. This Agreement shall bind the parties hereto, their heirs, representatives, successors and assigns.

Date: _____

TRUSTOR:

TWIN FALLS SCHOOL DISTRICT 411

BY: _____

Date: _____

TRUSTEE:

TITLEFACT, INC.

BY: _____

Richard B. Stivers, President

Date: _____

BENEFICIARY:
CITY OF TWIN FALLS, IDAHO

BY: _____

STATE OF IDAHO
County of Twin Falls

On this _____ day of August, 2014, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of Schools of Twin Falls, Twin Falls County, Idaho who executed the said instrument and acknowledged to me that such _____ of Schools of Twin Falls, Twin Falls County, Idaho executed the same.

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

Notary Public for Idaho
Residing at _____
Commission expires _____

STATE OF IDAHO
County of Twin Falls

On this _____ day of September, 2014, before me, the undersigned, Notary Public in and for said State, personally appeared **RICHARD B. STIVERS**, known or identified to me to be the President of the said corporation that executed this 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 affixed my official seal, the day and year in this certificate first above written

Notary Public for Idaho
Residing at: _____
My Commission expires: _____

STATE OF IDAHO
County of Twin Falls

On this _____ day of September, 2014, before me, the undersigned, Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ for the City of Twin Falls, Idaho, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the City of Twin Falls, Idaho.

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

Notary Public for Idaho
Residing at: _____
My Commission expires: _____

"EXHIBIT A"

PHASE CONTROL DEVELOPMENT NOTICE

THIS NOTICE prohibits the conveyance of any undeveloped lot in Riverhawk Commercial Subdivision until such requirements are met as required by Twin Falls City Codes 10-12-2-4(G) and 10-12-4-3 and an Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

TITLEFACT, INC., will hold the deed to all undeveloped lots in Escrow with instructions to convey only those lots covered by the recorded Improvement Agreement for Developments.

The real property subject to this notice is Riverhawk Commercial Subdivision as platted in the records of Twin Falls County, Idaho.

Dated this _____ day of September, 2014.

TWIN FALLS SCHOOL DISTRICT 411, **Developer**

BY: _____

TITLEFACT, INC.

BY: _____
Richard B. Stivers, President



Date: Monday, October 6, 2014, Council Meeting
To: Honorable Mayor and City Council
From: Chief Brian Pike, Twin Falls Police Department

Request:

Formal pinning ceremony of Lieutenants Terry Thueson and John K. Wilson.

Time Estimate:

The presentation will take approximately 15 minutes.

Background:

Terry Thueson has been in law enforcement since August of 1996 and was hired by the Twin Falls Police Department in May of 1998. During his employment with the TFPD, Terry has served in a number of assignments: Patrol Officer, School Resource Officer, Bike Patrol Team Member, SWAT Operator and Team Leader, Field Training Officer, Drug Recognition Expert, and Standard Field Sobriety Testing Instructor.

Terry attended Boise State University and obtained a Bachelor's Degree in Criminal Justice Administration. He went on to obtain his Master's of Business Administration Degree from George Fox University.

Terry has received the following Idaho POST Certifications: Basic in July 1997, Intermediate in February 2001, Supervisor in November 2004, and Advanced in November 2004.

Terry was promoted to the position of Sergeant in 2003 and Staff Sergeant in 2005.

John K. Wilson was hired by the Twin Falls Police Department on November 16, 1998. He brought with him 14 years of law enforcement experience; he had previously worked twelve years with the Ventura County Sheriff's Office in Ventura, California, and two years with the Kootenai County Sheriff's Office in Coeur d'Alene, Idaho.

During his service with our Department, John has served in several capacities: Patrol Officer, Dare Officer, School Resource Officer, Gang Expert, Drug Abuse Recognition Expert, Field Training Officer, and SWAT Team Member.

John attended Moorpark Community College with a major in Criminal Justice. John recently completed his Criminal Justice studies through the California Coast University and obtained his Associate of Arts Degree.

Agenda Item for October 6, 2014
From Chief Brian Pike
Page Two

John has received the Advanced Certificate in the State of California; Intermediate Certification in March of 1994, Advanced in July 1999, and Supervisor in November 2001 from the State of Idaho.

John was promoted to Patrol Staff Sergeant in October of 2002 and was transferred to his current assignment in the Criminal Investigation Division in March 2011.

After a competitive promotional process, Terry Thueson and John K. Wilson were selected for the position of Patrol Lieutenant. Lieutenants Thueson and Wilson will assume command of their platoons on October 6, 2014.

Approval Process:

N/A

Budget Impact:

Approval of this request will not impact the City budget.

Regulatory Impact:

N/A

Conclusion:

Chief Pike would like to formally pin Lieutenants Terry Thueson and John K. Wilson before the City Council and the community on Monday, October 6, 2014.

Attachments:

None

aed



Date: Monday, October 6, 2014, Council Meeting
To: Honorable Mayor and City Council
From: Captain Bryan Krear, Twin Falls Police Department

Request:

Approval of recommended changes to City Resolution 1711 in order to mirror Idaho Statute 55-403.

Time Estimate:

Approximately 10 minutes

Background:

Twin Falls City Resolution 1711 was created to address proper procedures for the sale and/or disposal of firearms that come into the custody of the Twin Falls City Police Department. Several years ago, the Idaho legislature approved minor changes to Idaho Code Section 55-403 which provides a process which government entities shall follow when selling or disposing of property that is in the custody of law enforcement. Due to the changes finalized by the Idaho legislature, City Resolution 1711 must be updated.

Approval Process:

Approval is required by the City Council.

Budget Impact:

None

Regulatory Impact:

None

Conclusion:

The purpose of this request is to bring Twin Falls City Resolution 1711 in compliance with changes made by the Idaho legislature. Furthermore, there is one recommendation to change the language describing the process for the sale of firearms that are illegal and when to convert those firearms to legal status prior to sale.

Attachments:

1. Current City Resolution 1711
2. Draft of proposed Amended City Resolution 1711
3. Idaho Code 55-403

BK:aed

RESOLUTION NO. 1711

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, ESTABLISHING A POLICY FOR THE SALE AND DESTRUCTION OF FIREARMS IN THE POSSESSION OF THE TWIN FALLS POLICE DEPARTMENT.

WHEREAS, The Twin Falls Police Department periodically obtains possession of firearms; and

WHEREAS, Idaho Code §55-403 provides for the sale of unclaimed personal property in the possession of the police department after six (6) months from the date taken into custody; and,

WHEREAS, Idaho Code §55-403A provides for the disposal of firearms in the possession of a public agency; and,

WHEREAS, The City Council deems it appropriate to establish a policy for the disposal of firearms in the possession of the Twin Falls Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, THAT THE FOLLOWING POLICY FOR THE DISPOSAL OF FIREARMS IN THE POSSESSION OF THE TWIN FALLS POLICE DEPARTMENT IS HEREBY ADOPTED.

FIREARMS DISPOSAL POLICY

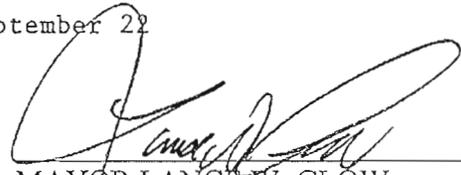
1. Firearms in the possession of the Twin Falls Police Department and unclaimed for a period of six (6) months shall be disposed of according to this policy.
2. Unusable or unsafe firearms shall be scrapped by melting or other method of destruction, as provided by Idaho Code §55-403A(1)(a).
3. Some firearms may be converted to City ownership for official law enforcement purposes, as provided by Idaho Code §55-403A(1)(c).
4. All other firearms shall be sold at public auction to authorized firearm dealers by sealed or open bids, pursuant to Idaho Code §55-403A(1)(b).
5. Notice of the auction shall be published not less than five (5) nor more than ten (10) days prior to the auction, pursuant to Idaho Code §55-403. Notice shall also be mailed, postage prepaid, to any known owner or other person entitled to possession, at least five (5) days prior to the auction, pursuant to Idaho Code §55-403.
6. Each firearm shall be sold individually. The minimum bid on any firearm shall be twenty dollars (\$20.00).
7. A bill of sale shall be given to the highest bidder upon payment of the amount bid. Each successful bidder shall execute a Release and Indemnification to the City of Twin Falls, its employees, agents and representatives.
8. Any firearm sold that is illegal but that can be made legal shall be made legal at the Twin Falls Police Department, at the expense of the purchaser, before it can be removed from the premises.
9. Any firearm that is not sold after being offered for sale at two auctions shall be destroyed.

PASSED BY THE CITY COUNCIL

September 22, 2003.

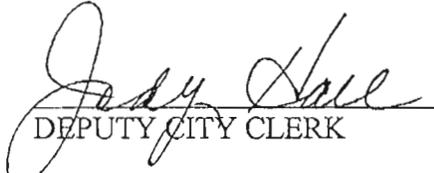
SIGNED BY THE MAYOR

September 22, 2003.



MAYOR LANCE W. CLOW

ATTEST:



DEPUTY CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING THE POLICY ESTABLISHED FOR THE SALE AND DESTRUCTION OF FIREARMS IN THE POSSESSION OF THE TWIN FALLS POLICE DEPARTMENT.

WHEREAS, The Twin Falls Police Department periodically obtains possession of firearms; and,

WHEREAS, Idaho Code §55-403 provides for the sale of unclaimed personal property in the possession of the Police Department after six (6) months from the date taken into custody; and,

~~WHEREAS, Idaho Code §55-403A provides for the disposal of firearms in the possession of a public agency; and~~

~~WHEREAS, The City Council deems it appropriate to establish a policy for the disposal of firearms in the possession of the Twin Falls Police Department.~~

WHEREAS, The City Council previously adopted Resolution No. 1711 establishing a policy for the destruction of firearms, in accordance with Idaho Code 55-403A; and,

WHEREAS, The Idaho Legislature has since amended its legislation regulating the sale and destruction of firearms, by repealing Idaho Code 55-403A, and by amending Idaho Code 55-403 by adding a new subsection (4) regulating the sale and destruction of firearms; and,

WHEREAS, The City Council deems it appropriate to amend the established policy for the disposal of firearms in the possession of the Twin Falls Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, THAT THE FOLLOWING POLICY FOR THE DISPOSAL OF FIREARMS IN THE POSSESSION OF THE TWIN FALLS POLICE DEPARTMENT IS HEREBY ADOPTED AS AMENDED:

FIREARMS DISPOSAL POLICY

1. Firearms in the possession of the Twin Falls Police Department and unclaimed for a period of six (6) months shall be disposed of according to this policy.
2. Unusable or unsafe firearms shall be scrapped by melting or other method of destruction, as provided by Idaho Code §55-403A(1)(a)(4)(b).
3. Some firearms may be converted to City ownership for official law enforcement purposes, as provided by Idaho Code §55-403A(1)(e)(4)(a).
4. All other firearms shall be sold at public auction to authorized firearm dealers by sealed or open bids, pursuant to Idaho Code §55-403A(1)(b)(4)(b).

5. Notice of the auction shall be published not less than five (5) nor more than ten (10) days prior to the auction, pursuant to Idaho Code §55-403. Notice shall also be mailed, postage prepaid, to any known owner or other person entitled to possession, at least five (5) days prior to the auction, pursuant to Idaho Code §55-403.

6. Each firearm shall be sold individually. The final bid shall cover any cost associated with making the firearm legal prior to bid; if the cost of making a firearm legal prior to bid is less than twenty dollars (\$20.00), the minimum bid on any firearm shall be twenty dollars (\$20.00).

7. A bill of sale shall be given to the highest bidder upon payment of the amount bid. Each successful bidder shall execute a Release and Indemnification to the City of Twin Falls, its employees, agents and representatives.

8. Any ~~firearm sold that~~ is illegal firearm that can be made legal shall be made legal, prior to advertisement, at the Twin Falls Police Department, at the expense of the purchaser, before it can be removed from the premises.

9. Any firearm that is not sold after being offered for sale at two auctions shall be destroyed.

PASSED BY THE CITY COUNCIL _____, 2014

SIGNED BY THE MAYOR _____, 2014

MAYOR DON HALL

ATTEST:

DEPUTY CITY CLERK



Idaho Statutes

TITLE 55 PROPERTY IN GENERAL

CHAPTER 4 PERSONAL PROPERTY

55-403. ABANDONED OR UNCLAIMED PROPERTY IN POSSESSION OF SHERIFF OR CITY POLICE DEPARTMENT -- SALE AT PUBLIC AUCTION. (1) Except as otherwise provided in subsection (4) of this section, any personal property which has come into the possession or custody of the sheriff of any county in this state or the city police department of any city in this state by reason of the same having been abandoned, impounded or otherwise left with the sheriff or city police department, or if originally taken into custody under legal process, such property has been lawfully released or discharged from the attachment or other process under which it was taken into custody and which remains unclaimed or unredeemed by the owner or one entitled to possession thereof for more than six (6) months from the date of such abandonment, impoundment, leaving, or release from attachment or other process under which the same was originally taken into custody, as the case may be, shall be subject to sale by the sheriff or city police department at public auction for cash on not less than five (5) or more than ten (10) days' notice except as otherwise provided in subsection (2) of this section, the conduct and notice of which sale shall be given and had in conformity with sales on execution; provided, however, that prior to public auction, bicycles need only be unclaimed or unredeemed by the owner or one entitled to possession for more than ninety (90) days and that personal property with a fair market value of less than twenty-five dollars (\$25.00) need only be unclaimed or unredeemed by the owner or one entitled to possession for more than thirty (30) days.

(2) Whenever the sheriff or city police department has knowledge of the name and address of the owner or one entitled to possession of personal property, a copy of such notice of sale at public auction as provided in subsection (1) or of a bid for sale as provided in subsection (4) of this section, shall be mailed to such owner or one entitled to possession, with postage prepaid, at least fourteen (14) days prior to such sale.

(3) As many items of personal property may be noticed for sale and sold at the same sale as the sheriff or city police department may deem advisable, and said property may be sold singly or in lots or as a whole as the sheriff or city police department may determine. The sheriff or city police department shall give a bill of sale to the highest bidder upon payment of the amount bid upon payment of the bid price.

(4) (a) Any firearm or ammunition that meets the established specifications for official law enforcement duty use and will be used for official law enforcement duty use and which has come into the possession or custody of the sheriff of any county in this state or the city police department of any city in this state by reason of the firearm or ammunition having been abandoned, impounded or otherwise acquired by the sheriff or city police department, or if originally released or discharged from the attachment or other process under which it was taken into custody and which remains unclaimed or unredeemed by the owner or person entitled to possession thereof for more than six

(6) months from the date of such abandonment, impoundment, leaving or release from attachment or other process under which the firearm or ammunition was originally taken into custody, as the case may be, may be converted by the county sheriff or city police department in the county or city in which it was first acquired. A serial number record shall be maintained for all firearms thus converted, and such record shall include the description, acquisition and disposition for each firearm converted.

(b) Any firearm or ammunition not converted for official law enforcement duty use as provided in subsection (4)(a) of this section, where such firearm or ammunition may be lawfully possessed by a licensed firearm dealer, shall be subject to sale to a licensed firearm dealer by sealed or opened bids after notification as provided in subsection (2) of this section. If no sale is completed for the firearm or ammunition pursuant to this paragraph (b), the firearm or ammunition may be converted to public agency ownership for official law enforcement purposes provided an actual or appraised value is determined for each firearm or any ammunition converted. If the firearm or ammunition is not converted, or if following conversion the firearm or ammunition is deemed unusable or unsafe, the firearm or ammunition may be scrapped by melting or other method of destruction. The public agency shall maintain procedures and records as to the acquisition, serial number, location, use and final disposition of the firearm.

(c) Notwithstanding any other provision of law, a court shall direct the county sheriff or city police department to dispose of any firearm that has been used in the commission of a homicide in a manner the sheriff or city police department deems appropriate, provided however, this paragraph (c) shall not apply to a firearm confiscated or otherwise acquired pursuant to an action under section 18-4009, 18-4011 or 18-4012, Idaho Code.

(5) Any public agency that confiscates a firearm shall maintain a serial number record, including a record of the acquisition and disposition, of such firearm and shall provide the firearm to the sheriff or city police department in the county or city in which the confiscation takes place. The firearm shall thereafter be handled in accordance with the provisions of this section.

History:

[55-403, added 1957, ch. 131, sec. 1, p. 221; am. 1978, ch. 357, sec. 1, p. 940; am. 1986, ch. 136, sec. 1, p. 366; am. 2005, ch. 217, sec. 2, p. 691.]

The Idaho Code is the property of the state of Idaho and is made available on the Internet as a public service. Any person who reproduces or distributes the Idaho Code for commercial purposes is in violation of the provisions of Idaho law and shall be deemed to be an infringer of the state of Idaho's copyright.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING THE POLICY ESTABLISHED FOR THE SALE AND DESTRUCTION OF FIREARMS IN THE POSSESSION OF THE TWIN FALLS POLICE DEPARTMENT.

WHEREAS, The Twin Falls Police Department periodically obtains possession of firearms; and,

WHEREAS, Idaho Code §55-403 provides for the sale of unclaimed personal property in the possession of the Police Department after six (6) months from the date taken into custody; and,

WHEREAS, The City Council previously adopted Resolution No. 1711 establishing a policy for the destruction of firearms, in accordance with Idaho Code 55-403A; and,

WHEREAS, The Idaho Legislature has since amended its legislation regulating the sale and destruction of firearms, by repealing Idaho Code 55-403A, and by amending Idaho Code 55-403 by adding a new subsection (4) regulating the sale and destruction of firearms; and,

WHEREAS, The City Council deems it appropriate to amend the established policy for the disposal of firearms in the possession of the Twin Falls Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, THAT THE FOLLOWING POLICY FOR THE DISPOSAL OF FIREARMS IN THE POSSESSION OF THE TWIN FALLS POLICE DEPARTMENT IS HEREBY ADOPTED AS AMENDED:

FIREARMS DISPOSAL POLICY

1. Firearms in the possession of the Twin Falls Police Department and unclaimed for a period of six (6) months shall be disposed of according to this policy.
2. Unusable or unsafe firearms shall be scrapped by melting or other method of destruction, as provided by Idaho Code §55-403(4)(b).
3. Some firearms may be converted to City ownership for official law enforcement purposes, as provided by Idaho Code §55-403(4)(a).
4. All other firearms shall be sold at public auction to authorized firearm dealers by sealed or open bids, pursuant to Idaho Code §55-403(4)(b).
5. Notice of the auction shall be published not less than five (5) nor more than ten (10) days prior to the auction, pursuant to Idaho Code §55-403. Notice shall also be mailed, postage prepaid, to any known owner or other person entitled to possession, at least five (5) days prior to the auction, pursuant to Idaho Code §55-403.

6. Each firearm shall be sold individually. The final bid shall cover any cost associated with making the firearm legal prior to bid; if the cost of making a firearm legal prior to bid is less than twenty dollars (\$20.00), the minimum bid on any firearm shall be twenty dollars (\$20.00).

7. A bill of sale shall be given to the highest bidder upon payment of the amount bid. Each successful bidder shall execute a Release and Indemnification to the City of Twin Falls, its employees, agents and representatives.

8. Any illegal firearm that can be made legal shall be made legal, prior to advertisement, at the Twin Falls Police Department, at the expense of the purchaser, before it can be removed from the premises.

9. Any firearm that is not sold after being offered for sale at two auctions shall be destroyed.

PASSED BY THE CITY COUNCIL _____, 2014

SIGNED BY THE MAYOR _____, 2014

MAYOR DON HALL

ATTEST:

DEPUTY CITY CLERK



Date: Monday, October 6, 2014
To: Honorable Mayor and City Council
From: Mandi Thompson, Grant Manager

Request:

Consideration of the request for the City Council to authorize the Mayor to sign the Award Document for the Idaho Bureau of Homeland Security - Emergency Communications Commission Grant, in the amount of \$28,765.

Time Estimate:

Staff presentation will take approximately 5 minutes. Following the presentation, we expect some additional time for questions.

Background:

The Twin Falls Police Department applied for a grant through the Idaho Bureau of Homeland Security's Emergency Communications Commission in August 2014. This grant application was for funds to replace the existing CAD system (EIS) with a new system. In addition, funds were requested for mapping software and AVL (automatic vehicle locator). Unfortunately, the CAD and AVL components were stripped from the application and deemed ineligible for funding under this grant. The Police Department is continuing its due diligence in determining the direction it wants to take in regards to CAD. There are two possible scenarios:

1. Purchase a new CAD system, using E-911 fees. While CAD is not eligible under the ECC grant program, it is an acceptable use of E-911 fees distributed to the City. Some of the vendors that the PD are looking at for CAD software do not include mapping software in their product. The ECC grant funds will cover the cost of the mapping component.
2. Continue with the current CAD provider, EIS, and use ECC grants funds from 2014 to upgrade to the new operating system. This is an approved expense and the PD was awarded ECC grant funds last year to cover this cost. If this option is chosen, the 2015 ECC grant funds will not be utilized, as EIS has mapping included in their software. In this scenario, grant funds would be returned to the State. There is no penalty for returning grant funds, as they will then be reallocated to another applicant.

Because the PD is not prepared to make a decision on the CAD system at this time, it is proposed that we accept the grant funds that have been awarded to the City. If we do not accept them and decide at a later date to CAD software, the funds for mapping will be gone.

Approval Process:

A majority vote by the City Council is needed to approve this request.

Budget Impact:

There is no net budget impact to the City, as there is no match required for this grant.

Regulatory Impact:

No regulatory impact.

Conclusion:

The Twin Falls Police Department and Grant Manager recommend the City Council authorize the Mayor to sign this award letter.

Attachments:

Award Letter
Copy of grant application

**IDAHO EMERGENCY COMMUNICATIONS COMMISSION
 FY2015 DEDICATED ENHANCED EMERGENCY COMMUNICATIONS
 GRANT FEE FUND APPLICATION
 Due July 31, 2014**

Section A. Public Safety Answering Point (“PSAP”) Information

PSAP Name: City of Twin Falls Police Department Communications Center

Primary Grant Contact: Lieutenant Craig Stotts

Contact Information: Phone No.: (208) 735-7263 **E-Mail:** cstotts@tfid.org

Responsible Agency Federal Tax Identification Number: 82-6000270

Estimated Population in your Primary Response Area:

Residents 45,158 **Daytime** 65,000 **Seasonal** 65,000 **Tourist** 65,000

2013 PSAP Call Volume: **9-1-1 Requests for service:** 19,639

Other calls for service: 78,153

Number of calls dispatched: 54,606

Square Mileage of Area Served by PSAP: 72

List of Law Enforcement, Fire and EMS Agencies Serviced by PSAP - Level of Support Primary Dispatch or Backup Dispatch

AGENCY NAME	LEVEL OF SUPPORT - Primary/Backup
Twin Falls Police Department	Primary
Twin Falls Fire Department	Primary

List of Non-Public Safety Agencies Serviced by PSAP:

AGENCY NAME	LEVEL OF SUPPORT - Primary/Backup
Twin Falls Public Works	Primary

PSAP FISCAL INFORMATION

ONE FULL YEAR (ACTUAL - NOT PROJECTED) (No later than July 31, 2014)

From: Month October **Year** 2012 **Through: Month** September **Year** 2013

INCOME

FUNDING SOURCE	REVENUE
Emergency Communications Fees (9-1-1 Fees)	\$479,730
County/City/Taxing District(s) General Fund	\$524,671
Fees Charged to Public Safety Agencies (Fire, EMS, Law Enforcement)	
Fees Charged to Non-Public Safety Agencies	
Grant Funds	
Donations / In Kind Contributions	
Cash on Hand	
Investment Income	
Other:	
TOTAL	\$1,004,401

EXPENSES

CATEGORY	EXPENSES
Personnel – Salaries directly related to systems	\$184,735
Personnel - Dispatchers	\$524,671
Operating	\$118,429
Capital	\$61,828
Other	
TOTAL	\$889,663

Financial Verification Contact: Pat Lehmann

Financial Contact Information: Phone No: (208) 735-7331 **Email:** plehmann@tfid.org

County or City Name and Location Where Equipment Will Be Installed (required): Twin Falls, Idaho

(Must have endorsed application from the governmental entity where the equipment will be installed.)

County(s) collects Emergency Communications Fee as provided for in Idaho Code § 31-4804:

Yes No **Year County Received Voter Approval:** _____

County(s) collects Enhanced Grant Fee as provided for in Idaho Code § 31-4819 and submits fee to Commission on timely basis: Yes No

Explanation: IF NO

Date County Passed Enhanced Grant Fee Resolution: 06/25/2008

Section B. Equipment Application

Equipment requested: List each item as a separate priority on a separate line, except for items that come as a kit as listed on manufacturer's web site or catalog. Budgetary pricing from vendors as well as price quotes are acceptable.

Pursuant to Idaho Code § 31-4804(5), grant funds may be used only for Consolidated Emergency Communications Systems to pay for the lease, purchase or maintenance of emergency communications equipment for basic and enhanced consolidated emergency systems, including necessary computer hardware, software, database provisioning, training, salaries directly related to such systems, costs of establishing such systems, management, maintenance and operation of hardware and software applications and agreed-to reimbursement costs of telecommunications providers related to the operation of such systems.

Grant funding is not available for all other expenditures necessary to operate such systems and other normal and necessary safety or law enforcement functions including, but not limited to, those expenditures related to overhead, staffing, dispatching, administrative and other day-to-day operational expenditures.

Equipment Description	Purpose	Funds Requested	PSAP Financial Contribution
New CAD System	Replace existing system	\$91,025	\$15,000
New mapping system	Add capability to dispatch center	\$39,190	\$7,500
Amount of Anticipated Use (i.e. 24/7/365)	Vendor Base Price	Replace Existing Equipment Y/N & Type	
24/7/365	\$106,025	Yes	
	\$46,690	Yes	
Description of Similar Equipment Currently in Use	Purpose	Age in Years	Condition
EIS CAD software with built-in GIS mapping		10	Outdated
		10	Outdated/unserviceable

Section C. Maintenance and Service Fees Application

Anticipated Annual Equipment Maintenance Description	Purpose (i.e. Basic to Enhanced or Phase I to II)	Funds Requested	PSAP Financial Contribution
CAD Software Support and Maintenance Mapping Software Support and Maintenance	Phase II	\$19,190 \$6,815	\$2,000 \$500
Name of Equipment Maintenance Provider	Service Provider Pricing	Date of Budgetary Pricing Quote	
CAI GeoComm	\$21,190 \$7,315	7/8/2014 7/23/2014	
Name of Current Equipment Maintenance Provider	Current Annual Maintenance Service Fees	Description	
EIS	\$20,200		

Anticipated Annual Ongoing Network Services Fees Description	Purpose	Funds Requested	PSAP Financial Contribution
Name of Network Service Provider	Network Service Provider Pricing	Date of Budgetary Pricing Quote	
Name of Current Network Service Provider(s)	Current Annual Ongoing Network Service Fees	Description	

TOTAL AMOUNT OF EQUIPMENT, ANNUAL MAINTENANCE AND SERVICE FEES REQUESTED \$156, 220

PSAP Equipment, Maintenance & Network Needs

Please list additional equipment needs below. This request is for the Commission use to indicate agency needs statewide. It is **NOT** necessary to prioritize requests, obtain vendor price quotes, or submit Narrative of Need. *This listing is for information only.*

Equipment Description	Purpose	Age of Oldest Similar Equipment	Approximate Cost

Equipment Maintenance Description	Purpose	Approximate Annual Cost

Network Service Fees Description	Purpose	Approximate Annual Cost

Section D. Equipment Narrative Form

PSAP NAME City of Twin Falls Police Department

PART 1 – JUSTIFICATION OF NEED

Explain how receiving the requested item will improve public safety response and/or benefit your PSAP and its agencies and how this will be determined.

Provide a breakdown for anticipated use of cash on hand if grant is denied and a breakdown for anticipated use of cash on hand if the grant is approved.

If Applicable:

- If requesting equipment that will be replaced by currently owned equipment, explain what the replacement plan is to be.
- **Optional:** If a professional has determined the equipment is not repairable or should be replaced, attach that assessment.

The Twin Falls Police Department is currently using EIS as its provider for CAD software. The current version, which does not provide all of the functionality required by the dispatch center, is outdated and needs to be replaced. The customer service provided by this vendor has been poor and at times non-responsive. Additionally, EIS does not fully support a mapping component to the system and no upgrades are available. As a result, the MDTs in all patrol cars are not functioning with current maps and cannot be updated. This has the potential to affect service and response times, especially for new officers not familiar with the City.

The Department has decided that rather than upgrade the current EIS software, it is time to find a new provider that could better serve the needs of the dispatch center. After looking at several different systems, the Department chose Computers Arts (CAI) as the vendor for CAD, and GeoComm for the mapping component. These two vendors have worked closely together in the development of their software, providing interfacing between the systems to ensure complete compatibility.

The adoption of these two software programs in the Twin Falls Dispatch Center will allow dispatchers to increase efficiency and decrease response times of responding vehicles (both police and fire). This will have a direct impact on public safety.

GeoComm Dispatch Mapping and CAI CAD integration allows map functionality to be controlled from CAD with a single mouse and keyboard making an integrated, seamless approach in the communications center.

- Immediate placement of 9-1-1 calls onto the map at the moment the call is received with Law, Fire or EMS marker identifiers; call location; ESN
- Non 9-1-1 calls place on the map with all functionality described above, using CAD Address verification
- Calls are removed from the map as the last agency unit clears the call in CAD
- Calls plot on ALL workstations simultaneously and upon reboot
- Combines feeds from multiple systems (9-1-1, CAD, AVL) onto a single map, eliminating the need for multiple mapping applications from different vendors for your PSAP users

- Presents a common operating picture between the PSAP and emergency responders
- Creates real-time situational awareness for making decisions in the PSAP
- Provides Best routing tools

AVL combines GPS technology, wireless communications, street-level mapping, and a user interface to add vehicle positions and their statuses to the map. Users can pinpoint the longitude, latitude, ground speed, and course direction of vehicles. As a mobile resource management tool, GeoLynx AVL records locations, routes, stops, duration of activity, and statuses of all tracked emergency response vehicles and responders. This allows for after-the-fact reconstruction of a unit's activity, movement, and routes for a defined period.

- Visually displays all equipped emergency response vehicles
- Emergency response vehicle tracking and incident locations are on the same graphic display
- Shortest route calculation from the most recent actual position of the dispatched unit
- Vehicle route reconstruction
- Vehicles are displayed on the map as unique icons for ease of identification
- Provides dispatcher with automatic vehicle tracking, and the dispatcher controls refresh rates allowing for maximum flexibility for any situation
- Dispatchers can steer emergency responders to an address location
- AVL log playback provides after-the-fact replay or route reenactments for crime analysis and also provides paper report generation
- CAD interface provides CAD access to AVL data as it is occurring and allows for maximum support personnel efficiency

PART 2 – EXPLANATION FOR LACK OF AVAILABLE FUNDS

The current CAD system is outdated and does not support a well-maintained mapping component. In lieu of updating a system that does not work for the dispatch center, the Twin Falls Police Department has chosen to change software providers. 911 revenue is sufficient for daily operations, but cannot support the purchase of new CAD and mapping software. The Twin Falls Police Department is able to match this grant request with \$25,000, and will also cover the cost of the mobile MDC software for mapping (\$25,625) and CAD (\$13,125).

Section E. Equipment Maintenance Fees Narrative Form

PSAP NAME City of Twin Falls Police Department

PART 1 – JUSTIFICATION OF NEED

Explain how receiving the requested item will improve public safety response and/or benefit your PSAP and how this will be determined. Please also explain how agency will pay for ongoing or recurring fees after grant funding ends. If ongoing grant funding for these fees is requested, please explain why.

Provide a breakdown for anticipated use of cash on hand if grant is denied and a breakdown for anticipated use of cash on hand if the grant is approved.

If Applicable:

- If the request is for equipment maintenance that is replacing equipment maintenance that is currently being used for a similar purpose, explain the difference between the two equipment maintenance plans.

As with the purchase of any software, annual maintenance and upgrades are required to ensure that the system is running at optimal levels. Both CAI and GeoComm offer annual maintenance programs. CAI's first year of maintenance is included in the pricing, and then will be \$21,035 annually beginning in the second year. GeoComm's maintenance is priced annually beginning the first year - \$7,315.

PART 2 – EXPLANATION FOR LACK OF AVAILABLE FUNDS

The current CAD system is outdated and does not support a well-maintained mapping component. In lieu of updating a system that does not work for the dispatch center, the Twin Falls Police Department has chosen to change software providers. 911 revenue is sufficient for daily operations, but cannot support the purchase of new CAD and mapping software. The Twin Falls Police Department is able to match this grant request with \$25,000, and will also cover the cost of the mobile MDC software maintenance, which is \$3,926 annually. The Department is requesting maintenance fees for the first year.

Section F. Network Service Fees Narrative Form

PSAP NAME

PART 1 – JUSTIFICATION OF NEED

Explain how receiving the requested item will improve public safety response and/or benefit your PSAP and how this will be determined. Please also explain how agency will pay for ongoing or recurring fees after grant funding ends. If ongoing funding is requested for these fees, please explain why.

Provide a breakdown for anticipated use of cash on hand if grant is denied and a breakdown for anticipated use of cash on hand if the grant is approved.

PART 2 – EXPLANATION FOR LACK OF AVAILABLE FUNDS

Section G. Grant Application Checklist

THE FOLLOWING ATTACHMENTS ARE REQUIRED FOR COMPLETION OF THE APPLICATION:

ATTACHMENT NAME	(Place a <i>X</i> for applicable entries)
Completed <i>Request for Taxpayer Identification Number and Certification</i> (W-9)	<input checked="" type="checkbox"/>
County(s), City(s) and/or Taxing District endorsement(s) -All Public Safety Served by PSAP	<input checked="" type="checkbox"/>
Vendor budgetary pricing or quote for equipment being requested	<input checked="" type="checkbox"/>
	<input type="checkbox"/>
Equipment maintenance fees vendor budgetary pricing or quote for those fees being requested	<input checked="" type="checkbox"/>
Network service provider fees budgetary pricing or quote for those fees being requested	<input type="checkbox"/>
Narrative of need for equipment being requested	<input checked="" type="checkbox"/>
Narrative of need for equipment maintenance fees being requested	<input checked="" type="checkbox"/>
Narrative of need for network service fees being requested	<input type="checkbox"/>

THE FOLLOWING INFORMATION IS REQUIRED FOR GRANT ELIGIBILITY:

- Primary Grant Contact Information
- Estimated resident population in primary response area in Idaho
- Estimated daytime population in primary response area in Idaho
- Estimated seasonal population in primary response area in Idaho
- Estimated tourist population in primary response area in Idaho
- 2013 PSAP Call Volume: Requests for service and number of calls dispatched
- Square Mileage of Area Served by PSAP
- List of Agencies Served – Law Enforcement, Fire, EMS & non-public safety agencies
- Financial information (most recently completed 12-month period) including PSAP income and expenses
- Information on the collection of Emergency Communications Fees and the Enhanced Grant Fee
- Name of contact person for fiscal information
- Age and condition of equipment being replaced, if applicable
- Type, quantity, and purpose of similar equipment presently in use by applicant
- Budgetary Pricing from Vendors for Equipment Maintenance Fees and Network Service Fees
- Information on agency submission of Enhanced Emergency Communications Grant Fee by all counties serviced by PSAP

Applications are due on or before July 31, 2014

Postmarked, Emailed or Hand Delivered to Emergency Communications Commission Office

Late applications shall be excluded from consideration for any award

SEND AND OBTAIN A RECEIPT OF MAILING, HAND DELIVER OR EMAIL A PDF COPY OF YOUR APPLICATION NO LATER THAN 5:00 PM MOUNTAIN TIME TO:

IDAHO EMERGENCY COMMUNICATIONS COMMISSION
C/O BUREAU OF HOMELAND SECURITY PUBLIC SAFETY
ATTN: R DAVID MOORE, IDAHO E911 GRANTS MANAGER
4040 W. GUARD ST., BLDG. 600
BOISE, ID 83705

or Email to: dmoore@imd.idaho.gov

OBTAIN A RECEIPT ACKNOWLEDGEMENT AND RETAIN RECEIPT.

Section H. Signature Page

SIGNATURE

I hereby certify that the information contained in this application is true and correct.

If County:

Date: _____ Board of _____ County Commissioners

By: _____
_____, Chairman

By: _____
_____, Commissioner

By: _____
_____, Commissioner

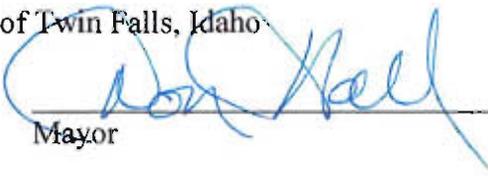
ATTEST:

_____, County Clerk

If City:

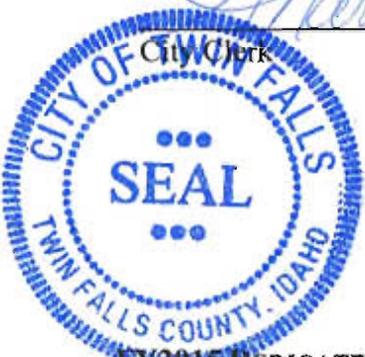
Date: Thursday, July 31, 2014

City of Twin Falls, Idaho

By: 
Mayor

ATTEST:


City Clerk



Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) City of Twin Falls	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 321 2nd Avenue East	Requester's name and address (optional)
City, state, and ZIP code Twin Falls, ID 83301	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number
82 6000270

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the Instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 9/31/11
------------------	----------------------------	----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



CITY OF TWIN FALLS

321 Second Ave. • PO Box 1907 • Twin Falls, ID 83303 • Phone: 208-735-7287 • Fax: 208-736-2296

July 31, 2014

The *City of Twin Falls* endorses the FY2015 Dedicated Enhanced Emergency Communications Grant Fee Fund Application submitted by the *City of Twin Falls Police Department* to provide an E9-1-1 telephone system and the equipment maintenance and network service to support the equipment requested. We acknowledge the need for these items and recommend your approval of the grant application. We also recognize that there will be ongoing service and network fees that may not be covered by grant fees and that we find a funding solution to maintain and operate the equipment requested for the equipment's life cycle.

Signed:

A handwritten signature in blue ink that reads "Don Hall".

Don Hall, Mayor

Computer Arts/Twin Falls PD **CAD ONLY**
 Confidential Working Software Cost Document

Line #	Modules	List Price	Qty	Ext List Price	Discount %	Discount	Ext Discount Price
Computer Aided Dispatch (CAD)							
1	CAD Client Software	\$20,000.00	3	\$60,000.00	20%	\$12,000.00	\$48,000.00
2	CAD Overflow Client License	\$12,000.00	2	\$24,000.00	25%	\$6,000.00	\$18,000.00
3	CAD Web Mobile Access	\$500.00	35	\$17,500.00	25%	\$4,375.00	\$13,125.00
4	CAD Inquiry Access (Enterprise Unlimited)	\$5,000.00	1	\$5,000.00	50%	\$2,500.00	\$2,500.00
5	ILETS interface w/ForseCom Client	\$8,000.00	1	\$8,000.00	50%	\$4,000.00	\$4,000.00
6	E9-1-1 Interface	\$8,000.00	1	\$8,000.00	50%	\$4,000.00	\$4,000.00
7	CAI CAD Mapping Interface - GeoComm™	\$8,000.00	1	\$8,000.00	15%	\$1,200.00	\$6,800.00
8	ForseCom ILETS Communications software	\$375.00	3	\$1,125.00	0%		\$1,125.00
Total CAD Software Price				\$130,500.00		\$34,075.00	\$97,550.00
Total CAD Software Price(without Mobile Access)							\$84,425.00
Conversion of CRIS Data to stand alone CAI (ARTS) *Custom work, not to exceed \$10,000.00 - Must review data*							\$ 10,000.00
Conversion of EIS Data to ARTS (typically incidents, names, name involvements, address information,) *Custom work, not to exceed \$15,000.00 Must review data*							\$ 10,000.00
4 Days On-Site Training & Installation. Includes travel expenses from the Pocatello office only							\$ 1,600.00
Total Implementation Cost							\$119,150.00
Total Implementation Cost(without Mobile Access)							\$106,025.00
Total Annual Tailored Solutions State Switch Communications maintenance				\$155.00			
Annual Phone Software Support Split *Only 1/2shown*				\$1,750.00			
Total Annual CAI Maintenance calculated (20% on discounted software price (1st year included) - CAD ONLY**		20%	\$19,285.00				
Total Maintenance Cost				\$21,190.00			

GeoComm

Proposal Presented to: **City of Twin Falls, Idaho**

Public Safety Software

July 23, 2014

Budgetary Quote

Prices are valid for a period of 90 days.

- Notes: Fees from third party vendors are not included in this proposal.
- Software support and maintenance services shall commence after software installation and continue for one year.
- Typical software implementation turnaround is 90 days. A finalized project schedule will be determined at the start of the project.
- Maplex labeling is used in the GeoLynx Family of Products for advanced label placement. Customization of the map display after install may be limited without access to the Maplex Labeling Extension for ArcGIS. Maplex is included with all ArcGIS licensing levels at version 10.1 and with the Advanced licensing levels at version 9.x and 10.0. If needed, GeoComm can provide the Maplex labeling extension for a fee to be used with other versions and licensing levels of ArcGIS.
- The City of Twin Falls is responsible for paying all applicable sales tax. Taxes will be determined at contract signing.

GeoLynx Desktop Dispatch GIS

Description	Qty	Price/Unit	Total Price
Base Pricing			
GIS Set Up Services			\$1,000
GeoLynx Desktop Software License(s)	3	\$5,500	\$16,500
GeoLynx Desktop Installation and Training			\$4,200
Base Pricing Total:			\$21,700
Annual Pricing			
Annual GeoLynx Desktop Software Support and Maintenance			\$4,125
Annual Pricing Total:			\$4,125
GeoLynx Desktop Total:			\$25,825
<p>Notes: GeoLynx Desktop is a single use license. One license is needed per workstation.</p> <p>A volume price adjustment has been applied to the price of GeoLynx Desktop Software Licenses and annual support and maintenance. Prices vary based on the number of licenses purchased.</p> <p>GeoLynx Desktop workstations must meet the minimum GeoLynx Desktop hardware requirements.</p> <p>GeoLynx Desktop requires the presence of a system server to be provided by the City of Twin Falls.</p>			

GeoLynx AVL Automatic Vehicle Location

Description	Qty	Price/Unit	Total Price
Base Pricing			
GeoLynx AVL Software Licenses	3	\$3,500	\$10,500
GeoLynx AVL Installation and Training			\$2,800
Geofence Functionality			Included
Base Pricing Total:			\$13,300
Annual Pricing			
Annual GeoLynx AVL Software Support and Maintenance (IP AVL)			\$1,920
Annual Pricing Total:			\$1,920
GeoLynx AVL Total:			\$15,220
<p>Notes: GeoLynx AVL is an add-on module to GeoLynx Desktop. A license of GeoLynx Desktop is required to run GeoLynx AVL. GeoComm understands GeoLynx AVL will reside on an existing license of GeoLynx Desktop. GeoComm has provided pricing for GeoLynx Desktop above.</p> <p>GeoLynx AVL is a single use license. One license is needed per workstation.</p> <p>The above installation and training prices for GeoLynx AVL reflect price if it is facilitated at the same time as the GeoLynx Desktop installation and training. Price will increase if purchased and installed at a later date than GeoLynx Desktop.</p>			

AVL System Interfaces and Services: IP AVL

Description	Qty	Price/Unit	Total Price
Base Pricing			
Standard IP AVL Server			Included
Standard IP AVL Client Interface	41	\$100	\$4,100
Standard IP AVL Client Installation and Training (up to five licenses)			\$100
IP AVL Implementation			\$5,000
Base Pricing Total:			\$9,200
Annual Pricing			
Annual Standard IP AVL Client Interface Software Support and Maintenance			\$820
Annual Pricing Total:			\$820
AVL System Interfaces and Services Total:			\$10,020
<p>Notes: Above prices do not include required GPS units and associated installation or a data service plan to provide for data transport to and from the vehicles being tracked at the dispatch center. The City of Twin Falls is responsible for providing these elements.</p> <p>The above installation prices for Standard IP AVL Clients reflect price if it is facilitated at the same time as the GeoLynx Mobile installation. GeoComm will implement five Standard IP AVL Client licenses while on-site and train a City of Twin Falls representative to install the remaining licenses. Additional days will be billed at \$1,000 per day and must be contracted for prior to on-site installation and training.</p>			

Dispatch CAD Interface

Description	Qty	Price/Unit	Total Price
Base Pricing			
Standard Dispatch CAD Interface	3	\$830	\$2,490
On-site Standard Dispatch CAD Interface Installation and Configuration			Included
Base Pricing Total:			\$2,490
Annual Pricing			
Annual Standard Dispatch CAD Interface Support			\$450
Annual Pricing Total:			\$450
Dispatch CAD Interface Total:			\$2,940
<p>Notes: Fees, if applicable, from your CAD vendor are not included in the above pricing. Installation and configuration for the Standard Dispatch CAD Interface is valid if it is implemented during the same on-site trip as GeoLynx Desktop implementation.</p>			

GeoLynx Mobile MDC Edition

Description	Qty	Total Price
Base Pricing		
GIS Set Up Services		\$1,000
GeoLynx Mobile MDC Edition Software Licenses	41	\$21,625
GeoLynx Mobile MDC Edition Installation and Training (up to five licenses)		\$3,000
Base Pricing Total:		\$25,625
Annual Pricing		
Annual GeoLynx Mobile MDC Edition Software Support and Maintenance		\$3,926
Annual Pricing Total:		\$3,926
GeoLynx Mobile MDC Edition Total:		\$29,551
<p>Notes: GeoLynx Mobile MDC Edition is a single use license. One license is needed per mobile data terminal. A volume price adjustment has been applied to the price of GeoLynx Mobile MDC Edition Licenses and annual support and maintenance. Prices vary based on the number of licenses purchased. Installation and training pricing reflects GeoComm implementing five licenses while on-site and training a City of Twin Falls representative to install the remaining licenses. The City of Twin Falls may contract for additional days on-site based on availability and the number of licenses to be installed. Additional days will be billed at \$1,000 per day and must be contracted for prior to on-site installation and training. To achieve routing in GeoLynx Mobile, the City of Twin Falls is responsible for developing and maintaining a network routing data set. ArcGIS for Desktop (Basic, Standard, or Advanced) and the ArcGIS Network Analyst for Desktop are required to create, maintain, and edit a routing network. GeoComm may develop a network routing data set for an additional fee. GeoComm may provide additional pricing for updating the network routing data set based on some frequency determined by the City of Twin Falls if requested. Maintaining the GIS data used in GeoLynx Mobile MDC requires using ArcGIS for Desktop 10.1. Alternatively, GeoComm may maintain the County's GIS data for an additional fee if requested. GeoLynx Mobile MDC utilizes Esri packages for the GIS set up. Building packages requires ArcGIS for Desktop 10.1. If requested, GeoComm may rebuild the required packages for the basemap, geocoding, and routing on a recurring or one-time basis for an additional fee.</p>		



Mayor Garret Nancolas — Chairman
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(208) 455-3011.
gnancolas@ci.caldwell.id.us

Rep. Rich Wills — Vice Chairman
Public at Large
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Lieutenant Kevin Haight
Idaho State Police (Director Representative)
700 S. Stratford Dr., Meridian 83642
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Kevin.haight@isp.idaho.gov

Chief Scot Haug
Idaho Chiefs of Police Association
1717 E. Polston Ave., Post Falls, ID 83854
(208) 773-6364, scot@postfallspolice.com

Lan Smith
Idaho Association of Counties
415 E. Main St., Emmett 83617
(208) 477-2018,
commissioners@co.gem.id.us

Sheriff Len Humphries, Fremont County
Idaho Sheriffs Association
146 N 2nd W. St. Anthony, ID. 83445
(208) 624-4482.
lhumphries@co.fremont.id.us

Chief Paul Roberts
Idaho Fire Chiefs Association
333 N. Mark Stall Pl., Boise, ID 83704
(208) 570-6544, proberts@cityofboise.org

Bryan Taylor
Idaho Prosecuting Attorneys Association
1115 Albany St., Caldwell, ID 83605
(208) 454-7391 btaylor@icams.onco.org

Vacant
Idaho EMS Chiefs Association

Michele Carreras, Treasurer
Idaho State EMS Communications Center
700 S. Stratford Dr., Meridian, ID 83642
(208) 846-7621, carrerams@dhw.idaho.gov

Brig Gen. Brad Richy
Director, Idaho Bureau of Homeland
Security (Military Division)
4040 W. Guard, #600, Boise 83705-5004
(208) 422-3001, brichy@bhs.idaho.gov

Jodi McCrosky
Private Industry Provider (Wireline)
999 Main St., Boise 83702
(208) 384-2017
jodi.mccrosky@centurylink.com

Jerry Piper
Private Industry Provider (Wireless)
P.O. Box 69
Cambridge, ID 83610
jpiper@cicetele.com
208-257-3314 wk
208-566-2355 cell

**Andy Snook, Deputy Attorney General
and Ex-Officio Member**
954 W. Jefferson Street, 2nd floor, Boise
83720, (208) 334-4105,
andy.snook@ag.idaho.gov

September 17, 2014

Mayor Don Hall
Twin Falls City Council
305 3rd Avenue West
Twin Falls, ID 83303

Dear Mayor Hall:

We are pleased to inform you that a portion of your application for the ECC FY2015 Dedicated Enhanced Emergency Communications Grant Fee Fund has been approved. This award is based on the work described in your county's 2015 ECC grant application. The total project award is \$28,765.00. There is no match requirement for this award. The following item(s) will be funded by the FY2015 ECC grant:

1. \$28,765 – new mapping system

The Obligating Document for Award, BHS Form 76-10, and the Agreement Articles are enclosed. If the award is accepted, please have the appropriate governing body official sign BHS Form 76-10 and return it as soon as possible to the address below:

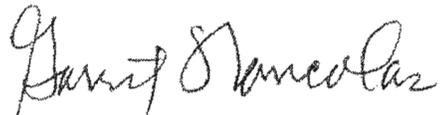
Idaho Emergency Communications Commission
Attention: R. David Moore, E911 Grants Manager
4040 W. Guard St., Bldg. 600
Boise, ID 83705-5005

Remember to retain a copy of the fully executed award document for your records.

The E911 Grants Manager will meet with your County 911 Manager and/or Chief of Police to discuss the planning process and key plan center requirements after you accept the award. This meeting will provide an overview of performance requirements and planning considerations to make sure that the plan will meet your county's needs.

Please note that by accepting this award, you assume certain administrative and financial responsibilities including the timely submission of all performance and financial reports, and resolution of all interim audit findings. We look forward to continuing our close working relationship with our primary objective of making our communities safer through a State of the Art 911 Communications System.

Sincerely,

A handwritten signature in black ink that reads "Garret Nancolas". The signature is written in a cursive, slightly slanted style.

Mayor Garret Nancolas, Chairman
Idaho Emergency Communications Commission

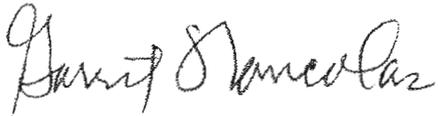
c/c Chief of Police Brian Pike





**STATE ADMINISTERING AGENCY
IDAHO EMERGENCY
COMMUNICATIONS COMMISSION
BUREAU OF HOMELAND SECURITY**

**IECC GRANT
AWARD DOCUMENT**

1. GRANTEE NAME AND ADDRESS (INCLUDING ZIP CODE) Mr. Don Hall, Mayor City of Twin Falls 321 Second Ave. East P.O. Box 1907 Twin Falls, ID 83303		2. AWARD 2015 IECC Program		3. PERFORMANCE PERIOD 1 Nov 2014 to 31 Oct 2016	
7. GRANTEE IRS/VENDOR No.		4. AWARD DATE 1 Nov 2014	5. AWARD NUMBER 2015-0275-1	6. ACTION Original	
2015 IECC Grant Program		8. PREVIOUS AWARD AMOUNT:		\$0.00	
9. PROGRAM AREA:	IECC	10. AMOUNT OF THIS AWARD:		\$28,765.00	
11. PROGRAM AREA:	IECC	Total Award		\$28,765.00	
13. SPECIAL CONDITIONS The above grant program areas are approved subject to such conditions or limitations as are set forth on the attached page(s).					
14. STATUTORY AUTHORITY FOR GRANT Idaho Code § 31-4819					
15. METHOD OF PAYMENT Upon receipt of completed invoice. Reimbursement by Warrant or Electronic Funds Transfer.					
AGENCY APPROVAL			GRANTEE ACCEPTANCE		
16. TYPED NAME AND TITLE OF APPROVING IECC OFFICIAL Mayor Garret Nancolas/Chairman IECC Committee			17. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL		
18. SIGNATURE OF APPROVING IECC OFFICIAL 			19. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL		
DATE: 9/20/14			DATE:		

The Idaho Emergency Communications Enhanced Grant Fee Equipment Purchase Process

All equipment that is purchased with Idaho Emergency Communication Commission Grant funds, through the Idaho Bureau of Homeland Security, must be purchased following the Grant Authorization Number (GAN) process. The process is detailed below:

An agency wishing to purchase equipment must first determine if the equipment in question is eligible. **You can only purchase equipment that is eligible within the specific guidelines of your grant request.** The E911 Grants Manager can help you determine if your items are eligible within your investment.

After the item is determined eligible, the requesting agency must submit a completed GAN/RD form (provided by BHS) and a quote from the vendor **OR** a purchase order (PO) from the requesting department. Once the GAN and quote (or PO) is received by regular mail, or emailed to dmoore@imd.idaho.gov the request is reviewed for eligibility and availability of funds. All agencies submitting requests, with funds sub-granted to a County, must submit their requests through their local PSAP Manager.

The requesting agency should fill out the GAN form and submit for approval. Please note that a quote or PO is required with the GAN form. The requestor must fill out all information required on the GAN form with the following exceptions:

- The GAN number will be provided upon approval of the request. Authorization to purchase is not given until a GAN is issued. When you receive GAN approval, write the GAN in section #1 and order the equipment detailed on the form.
- The ERID #'s (section 7a) will be issued at the same time the GAN is approved and individual line items will be identified as part of the approval email. Write the ERID number(s) in when you receive them.
- Section #10 is AFTER you have received the complete order and ready to request advanced reimbursement. We will need a copy of the GAN form with section #10 marked complete, and with an actual signature from the PSAP receiving agency (contact the E911 Grants Manager for details about partial payments). We must also have a copy of the invoice, not packing slip. Both the completed GAN and invoice must be received at the Military Resource office before payment will be made. The E911 Grants Manager will send all needed documentation to the Military Resource office.

Please feel free to contact the 911 Grants Manager for any questions you may have regarding the GAN equipment purchase process at dmoore@imd.idaho.gov or 208-954-2578.

Idaho Emergency Communications Commission
Special Conditions
Award Number: 2015-0275-1

The Grantee agrees to these Standard ECC Administrative Provisions:

1. The State may advance portions of the approved grant award to the grantee in accordance with established procedures to minimize the time elapsing between the transfer of funds and their disbursement by the sub-grantee.
2. The grantee must obtain prior approval from the Idaho Emergency Communications Commission before implementing changes to the Scope of Work or cumulative transfers among approved cost line items in excess of 10% of the total award. The E911 Grant Manager will notify sub-grantees of approval to changes in scope of work or cumulative transfers after receiving approval from Idaho Emergency Communications Commission.
3. The Emergency Communications Grant funds are not available to cover cost overruns. Any overruns must be paid in full by local resources. Moreover, the project must remain cost effective.
4. The grantee must notify the E911 Grant Manager so that he/she in turn may notify the Idaho Emergency Communications Commission as soon as any significant development becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.
5. **Quarterly financial and programmatic progress reports for ECC projects are required. The programmatic progress report will include sufficient narrative to determine the degree to which the project has been implemented and the estimated time to completion. Project-level financial data will be provided on a quarterly basis.**
6. By acceptance of this grant the sub-grantee agrees to abide by all laws and regulations of (IDAPA 38.06.02).



Date: Monday, October 6, 2014
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

Request:

Consideration of hiring Region IV Development Corporation to serve as a Grant Administrator for the City of Twin Falls on Idaho Community Development Block Grants received for the Clif Bar project.

Time Estimate:

City Staff will present the Agreement submitted by Region IV Development Corporation. The estimated amount of time this item will take is 5 minutes.

Background:

The City of Twin Falls was awarded two Idaho Community Development Block Grant for the Clif Bar project. The grants will assist in providing funding for the construction of critical public infrastructure.

Region IV has been a partner with the City for several decades. They have serviced all previous state and federal grants. Services to be provided include: grant writing, grant administration, Environmental Review, Acquisition and Relocation, Labor Monitoring, Project Monitoring, Compliance with Civil Rights Requirements, Fair Housing Plan, 504 Analysis and Transition, and Project Close-Out.

The anticipated length of the services agreement is through December 2018.

Approval Process:

By simple majority vote (50%+1) of the City Council members present.

Budget Impact:

There is no budget impact. The agreement will be on a fixed price basis, and payment will be provided out of the grant proceeds equally \$79,250.

Regulatory Impact:

Region IV Development is an approved federal and state grant facilitator/administrator. Idaho CBDG requires that all grants be administered by Certified Community Development Block Grant Specialists.

Conclusion:

The City staff recommends adoption of the Agreement.

Attachments:

1. Proposed Agreement.

PROJECT ADMINISTRATION CONTRACT

This contract is entered into this _____ day of _____, 2014, by and between the City of Twin Falls, Idaho, herein referred to as the "City" and Region IV Development Association, Inc., whose address is 315 Falls Ave., Evergreen Bldg., P.O. Box 5079, Twin Falls, Idaho 83303-5079, herein referred to as the "Contractor", Witnesseth:

WHEREAS, the City has made application to and has been approved by the Idaho Department of Commerce, herein referred to as "IDOC", for the receipt of grant funds under the Idaho Community Development Block Grant (ICDBG) program for the installation of wastewater and electrical system upgrades to facilitate the opening of the CLIF BAR & COMPANY; and

WHEREAS, the City desires to engage the Contractor to render certain services related to the administration of the above described project; and

WHEREAS, the City has engaged these services in compliance with provisions for the solicitation of contractors as cited in OMB Circular A-102; and

WHEREAS, to ensure effective management of the above project, it is deemed to be in the best interest of the City to enter into an agreement with the Contractor as hereinafter provided;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF CONTRACTOR

The City agrees to engage the Contractor, and the Contractor agrees to provide the services described in Section 6 in order to provide for the administration and managing of the project for the City as approved by the appropriate funding agencies.

2. EMPLOYEE-EMPLOYER RELATIONSHIP

The contracting parties warrant by their signature that no employer-employee relationship is established between the Contractor and the City by the terms of this contract. It is understood by the parties hereto that the Contractor is an independent contractor and as such neither it nor its employees, if any, are employees of the City for purposes of tax, retirement system or social security (FICA) withholding.

3. CONTRACTOR'S INSURANCE

The Contractor warrants that it has obtained, and will maintain at its expense for the duration of this Contract, statutory worker's compensation coverage, employer's liability, and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder. The

comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least one hundred thousand dollars (\$100,000) per claim, and five hundred thousand dollars (\$500,000) aggregate.

4. LIAISON

The City's designated liaison with the Contractor is Travis Rothweiler - City Manager, Melinda Anderson - Economic Development Director, Mitch Humble - Community Development Director, and Jackie Fields - City Engineer. The Contractor's designated liaisons with the City are Kathy Uker with the assistance of Ben Peck, Susanne Richardson, Carleen Herring and/or other staff as assigned.

5. EFFECTIVE DATE AND TIME OF PERFORMANCE

This Contract takes effect on March 17, 2014. The services to be performed by the Contractor will be completed no later than December 2018, as identified by the engineer on the project construction schedule.

If the services covered by this agreement have not been completed by December 2018 through no fault of the Contractor, compensation for the extension of the contractor's services beyond this time shall be renegotiated.

6. SCOPE OF SERVICES

The Contractor will perform the services as identified and explained on "Attachment A - Scope of Work".

It is understood and agreed by the parties that the services of the Contractor do not include any of the following: the disbursement or accounting of funds distributed by the City financial officer, legal advice, engineering, construction management, inspection services, fiscal audits or assistance with activities not related to the project.

7. COMPENSATION

For the satisfactory completion of the services to be provided under this contract, the City will pay the Contractor a sum, not to exceed \$ **35,500.00** for the scope of work associated with ICDBG Grant #ICDBG-14-IV-17-ED. The amount paid for each scope of work activity is identified on "Attachment A - Scope of Work".

Further, The City will pay the Contractor a sum of \$**43,750.00** for the scope of work associated with ICDBG Grant #ICDBG-14-IV-15-ED. The amount paid will cover each scope of activity as identified on "Attachment B - Scope of Work". Total for both projects combined is \$**79,250.00**.

8. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the project that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further

covenants that, in performing this contract, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this contract, it will be disclosed and managed in accordance with applicable rules and regulations.

9. MODIFICATION AND ASSIGNABILITY OF CONTRACT

This contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, that are not contained in the written contract, are valid or binding. This contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The Contractor may not sub-contract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the City. Any sub-contractor or assignee will be bound by all of the terms and conditions of this contract.

10. TERMINATION OF CONTRACT

This contract may be terminated as follows:

a. Termination due to loss of funding.

In the event that any of the partner funding agency(ies) reduces or terminates payments under their specific program so as to prevent the City from paying the Contractor, the City will give the Contractor written notice which sets forth the effective date of the termination and explains the reasons for the termination. The notice shall also describe the conditions for any reimbursement for any work completed.

b. Termination for Convenience

The City may terminate this contract in whole, or in part, for the convenience of the City when both parties agree that the continuation of the project is not in the best interest of both parties and that further expenditure of funds will not produce any results. The parties shall agree in writing, upon the conditions, effective date, and fair and reasonable payment for work completed.

c. Termination for Cause

i. If the City determines that the Contractor has failed to comply with the terms and conditions of this contract, it may terminate this contract in whole, or in part, at any time before the date of completion. If the Contractor fails to comply with any of the terms and conditions of this contract, the City may give notice, in writing, to the Contractor of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the City

may, with no further notice, declare this Contract to be terminated. The Contractor will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the City by reason of the Contractor's failure to comply with this contract.

- ii. Notwithstanding the above, the Contractor is not relieved of liability to the City for damages sustained by the City by virtue of any breach of this contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the City from the Contractor is determined.
12. CIVIL RIGHTS ACT OF 1964
The Contractor will abide by the provisions of the Civil Rights Act of 1964 that states under Title VI, no person may, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of or be subjected to, discrimination under any program or activity receiving federal financial assistance.
13. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974
As appropriate, the Contractor will comply with the following provision: No person in the United States may, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of or be subjected to, discrimination under any program or activity funded in whole or in part, with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program or activity.
14. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968
As appropriate, the Contractor will ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this ICDBG assisted project will be extended to lower income project area residents. Further, the Contractor will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area in the award of contracts and purchase of services and supplies.
15. MINORITY BUSINESS ENTERPRISE
Consistent with the provisions of Executive Order 11246 and OMB Circular A-102, Attachment O, the Contractor will take affirmative steps to ensure minority businesses are used when possible as sources of supplies, equipment, construction, and services. Additionally, the Contractor must document all affirmative steps

taken to solicit minority businesses and forward this documentation along with the names of the minority sub-contractors and suppliers to the City upon request.

16. NONDISCRIMINATION

The Contractor will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin.

17. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the Contractor pursuant to this contract are to be the property of the City and the appropriate funding agency partners which have the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part. All such materials developed under this contract shall not be subject to copyright or patent in the United States or in any other country without the prior written approval of the City and funding agency partners.

18. REPORTS AND INFORMATION

The Contractor will maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City to ensure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or its authorized representative, and will be **retained for four (4) years after the expiration of this contract.**

19. ACCESS TO RECORDS

It is expressly understood that the Contractor's records relating to this contract will be available during normal business hours for inspection by the City, agents of the appropriate funding partners (e.g. IDEQ, USDA-RD, IDOC, the U.S. Environmental Protection Agency, the U.S. Department of Housing and Urban Development, the U.S. Comptroller General, Office of Inspector General), and, when required by law, representatives of the State of Idaho.

20. CONSTRUCTION AND VENUE

This Contract will be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, venue is the Fifth Judicial District in and for the County of Twin Falls, State of Idaho.

21. INDEMNIFICATION

The Contractor waives any and all claims and recourse against the City, including the right of contribution for loss and damage to persons or property arising from, growing out of or in any way connected with or incident to, the Contractor's performance of this contract except for liability arising out of concurrent or sole

negligence of the City or its officers, agents or employees. Further, the Contractor will indemnify, hold harmless, and defend the City against any and all claims, demands, damages, costs, expenses or liability arising out of the Contractor's performance of this contract except for liability arising out of the concurrent or sole negligence of the City or its officers, agents or employees.

22. LEGAL FEES

In the event either party incurs legal expenses to enforce the terms and conditions of this contract, the prevailing party is entitled to recover reasonable attorney fees and other costs and expenses, whether the same are incurred with or without suit.

23. SPECIAL WARRANTY

The Contractor warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this contract. The Contractor further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion or negotiation leading to the award of this contract. Any such activity by the Contractor shall make this contract null and void.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the _____ day of September, 2014.

CITY OF TWIN FALLS

REGION IV DEVELOPMENT
ASSOCIATION, INC.

BY: _____
Don Hall, Mayor

BY: _____
Joseph L. Herring, President

Date

Date

Attest: _____

Attest: _____

**“ATTACHMENT A”
Electrical Project**

SCOPE OF WORK

The City shall pay Contractor (Region IV Development Association, Inc.) a sum not to exceed \$ 43,750.00 for the following project activities:

1. **Project Set-Up** – Develop project file system, attend planning sessions and public meetings as necessary, assist with preparing loan applications, respond to inquiries, and explain funding requirements to City and other parties of interest. For services performed, a lump sum amount of \$ 3,250.00 .
2. **Environmental Review** – Conduct an environmental review per the requirements and guidelines issued by the IDOC and obtain their concurrence or approval. Determine the level of clearance, advise the City on procedural processes, develop and retain an Environmental Review Record and/or determination clearance, and, when necessary assist with public notification requirements. For services performed, a lump sum amount of \$ 5,500.00 .
3. **Acquisition and Relocation** – ~~Assist City in complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act for any property, permanent easements or long-term leases acquired for the project. Services include ensuring necessary processes are followed, documented, and approved by the appropriate funding partner. These services also involve attending meetings, providing assistance to City’s legal counsel, and providing progress reports to funding agencies. For services performed, a lump sum amount of \$ NA .~~
4. **Project Implementation** – Assist City in the hiring of a design professional and/or contractors in accordance with funding program requirements. Participating in pre-bid, pre-construction and construction progress meetings, as needed. Review bidding documents for funding program requirements and assist with any corrections that are necessary. Coordinate efforts of the City, engineer, contractors, and funding agencies. Assist in preparing and submitting required reports to funding agencies. For services performed, a lump sum amount not to exceed \$ 3,500.00 . (The fee was established upon the eighteen (18) month project implementation schedule provided by the project engineer). Contractor may request a monthly payment of \$ \$195.00 (rounded for convenience).
5. **Labor Monitoring** – ~~Ensuring construction contractors are meeting the requirements of the Davis Bacon Act, Copeland Act, and CWHSSA. Duties include, but are not limited to educating contractors about the labor requirements, providing labor documents and forms, identify appropriate wage determination, reviewing and tracking payrolls, conducting labor interviews, identifying and investigation errors, reporting and facilitating the correction of errors or problems,~~

~~and completion of required labor reports. For services performed, a lump sum amount not to exceed \$ -0- N/A .~~

6. **Financial Management** – Assist the City with establishing project financial management processes and procedures. Prepare payment requests for funding agency approval and facilitate the correction of errors or problems that are identified. Maintain a record of project expenditures and document that the City is properly disbursing funds in accordance with program requirements. Provide progress updates to City and funding agencies as requested. Note: These services do not replace the City’s responsibility to work with their financial team to ensure accuracy in disbursements, etc. notwithstanding the exclusions included in Section 6 of this agreement. For services performed, a lump sum amount not to exceed **\$4,500.00** .
7. **Civil Rights** – Completing civil rights activities and documents. Duties include the completion of Section 3 Reporting, Contractor/Sub-contractor Activity Report, resolutions, DBE promotion and open and fair bidding practices, and prepare and/or present project information for public hearing. For services performed, a lump sum amount of **\$ 1,500.00**.
8. **Fair Housing Plan** – Ensuring City affirmatively furthers fair housing. Duties include assisting City in a community fair housing assessment, completing a fair housing plan, public notices, and local government resolutions. For services performed, a lump sum amount of **\$ 1,500.00**.
9. **504 Analysis and Transition Plan** – Assist City with updating its Section 504 Compliance Report by reviewing the self-evaluation of its facilities and services, developing a transition plan, and adopting applicable policies and procedures. For services performed, a lump sum amount of **\$ 1,500.00**.
10. **Job Creation Documentation** – Assist City with job creation documentation activities by establishing and maintaining a file and collecting documentation. For services performed, a lump sum amount of **\$ 20,000.00** .

The total amount paid in progress payments as listed above shall not exceed ninety-five (95%) percent of the total compensation sum.

11. **Project Close-Out** – Assist the City with preparing and submitting final financial and performance reports to IDOC. Assist in providing requested documents and address any findings and concerns from partnering funding agencies. Provide document files to the City. For services performed, a lump sum amount of **\$2,500.00** .

**“ATTACHMENT B”
Wastewater Project**

SCOPE OF WORK

The City shall pay Contractor (Region IV Development Association, Inc.) a sum not to exceed \$ 35,500.00 for the following project activities:

1. **Project Set-Up** – Develop project file system, attend planning sessions and public meetings as necessary, assist with preparing loan applications, respond to inquiries, and explain funding requirements to City and other parties of interest. For services performed, a lump sum amount of \$ 3,250.00 .
2. **Environmental Review** – Conduct an environmental review per the requirements and guidelines issued by the IDOC and obtain their concurrence or approval. Determine the level of clearance, advise the City on procedural processes, develop and retain an Environmental Review Record and/or determination clearance, and, when necessary assist with public notification requirements. For services performed, a lump sum amount of \$ 1,250.00 .
3. **Acquisition and Relocation** – ~~Assist City in complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act for any property, permanent easements or long-term leases acquired for the project. Services include ensuring necessary processes are followed, documented, and approved by the appropriate funding partner. These services also involve attending meetings, providing assistance to City’s legal counsel, and providing progress reports to funding agencies. For services performed, a lump sum amount of \$ NA .~~
4. **Project Implementation** – Assist City in the hiring of a design professional and/or contractors in accordance with funding program requirements. Participating in pre-bid, pre-construction and construction progress meetings, as needed. Review bidding documents for funding program requirements and assist with any corrections that are necessary. Coordinate efforts of the City, engineer, contractors, and funding agencies. Assist in preparing and submitting required reports to funding agencies. For services performed, a lump sum amount not to exceed \$ 7,500.00 . (The fee was established upon the seven (7) month project implementation schedule provided by the project architect). Contractor may request a monthly payment of \$ 1,071.00 (rounded for convenience).
5. **Labor Monitoring** – Ensuring construction contractors are meeting the requirements of the Davis Bacon Act, Copeland Act, and CWHSSA. Duties include, but are not limited to educating contractors about the labor requirements, providing labor documents and forms, identify appropriate wage determination, reviewing and tracking payrolls, conducting labor interviews, identifying and

investigation errors, reporting and facilitating the correction of errors or problems, and completion of required labor reports. For services performed, a lump sum amount not to exceed \$ 5,000.00. (The fee was established upon the seven (7) month construction schedule provided by the project engineer). Contractor may request a monthly payment of \$ 715.00 (rounded for convenience).

6. **Financial Management** – Assist the City with establishing project financial management processes and procedures. Prepare payment requests for funding agency approval and facilitate the correction of errors or problems that are identified. Maintain a record of project expenditures and document that the City is properly disbursing funds in accordance with program requirements. Provide progress updates to City and funding agencies as requested. Note: These services do not replace the City’s responsibility to work with their financial team to ensure accuracy in disbursements, etc. notwithstanding the exclusions included in Section 6 of this agreement. For services performed, a lump sum amount not to exceed \$ 6,000.00. The fee was established upon a seven (7) month project implementation schedule provided by the project engineer). The contractor may request a monthly payment of \$ 860.00 (rounded for convenience).
7. **Civil Rights** – Completing civil rights activities and documents. Duties include the completion of Section 3 Reporting, Contractor/Sub-contractor Activity Report, resolutions, DBE promotion and open and fair bidding practices, and prepare and/or present project information for public hearing. For services performed, a lump sum amount of \$ N/A - to be completed with Clif Bar Electrical project.
8. **Fair Housing Plan** – Ensuring City affirmatively furthers fair housing. Duties include assisting City in a community fair housing assessment, completing a fair housing plan, public notices, and local government resolutions. For services performed, a lump sum amount of \$ N/A - to be completed with Clif Bar Electrical project.
9. **504 Analysis and Transition Plan** – Assist City with updating its Section 504 Compliance Report by reviewing the self-evaluation of its facilities and services, developing a transition plan, and adopting applicable policies and procedures. For services performed, a lump sum amount of \$ N/A - to be completed with Clif Bar Electrical project.
10. **Job Creation Documentation** – Assist City with job creation documentation activities by establishing and maintaining a file and collecting documentation. For services performed, a lump sum amount of \$ 10,000.00.

The total amount paid in progress payments as listed above shall not exceed ninety-five (95%) percent of the total compensation sum.

11. **Project Close-Out** – Assist the City with preparing and submitting final financial and performance reports to IDOC. Assist in providing requested documents and address any findings and concerns from partnering funding agencies. Provide document files to the City. For services performed, a lump sum amount of **\$ 2,500.00**.



Date: Monday, October 6, 2014

To: Honorable Mayor and City Council

From: Lorie Race, CFO

Request:

A discussion on the upcoming audit for the City of Twin Falls for fiscal year 2013-2014.

Time Estimate:

I will give a brief presentation, along with Scott Hunsaker of Mahlke Hunsaker and Company, followed by any questions Council may have. I would estimate this item taking approximately 10 minutes.

Background:

Typically, we have a discussion about the audit after it has been completed and the auditors present their opinion and findings to Council. This year, we would like to have a brief discussion before they begin.

Budget Impact:

There is no budget impact.

Regulatory Impact:

There is no regulatory impact.

Conclusion:

There is no action required by the City Council.

Attachments:

Power Point presentation



City of Twin Falls



Pre-Audit Discussion
For Fiscal Year 2013-2014

Pre-Audit Discussion - FY 2013-14

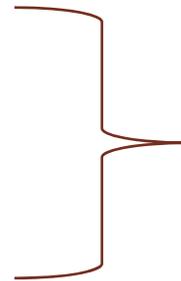
Audits:

- Ensure Validity and Reliability
- Provide Assessment
- Must adhere to generally accepted standards

Pre-Audit Discussion-FY 2013-14

Internal Controls:

- Responsibility of management
- Reviews
- Checks and balances
- Methods and procedures



Safeguard City
assets

Pre-Audit Discussion-FY 2013-14

Examples of our Internal Controls:

- Cashiers can not make adjustments to accounts
- Person reconciling cash does not receive or make payments.
- Thorough payroll review by AFD.
- Thorough accounts payable review by Finance, CM, Council.
- Email notifications
- Monthly review of budget to actual
- Quarterly financial updates presented to Council.
- Positive pay
- “Climate”



Date: Monday, October 6, 2014
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

Request:

Discussion of the City Manager's recommendation to create a citizen's committee to review current city facilities.

Time Estimate:

The City Manager will provide a brief presentation outline the proposed schedule and timeline. This item will take approximately 10 minutes, plus any additional time needed to address questions presented by Council.

Background:

Investing in our facilities and structures was one of the original six themes discussed by the City Manager in June 2014, during one of the three budget development meetings. Initially, the concept of investing in the City's structures and facilities was presented by the members of the City's Long Term Planning Committee in March 2014.

Because the topic of facilities and structures was beginning to overshadow and dominate city budget conversations, the City Manager made the decision to remove the item from budget. The City Manager's FY 2015 Budget Message states: *Although unlikely that the community has an appetite to consider additional bond proposals, the need to fund improvements to City facilities or its structures does not go away because it is not included in the FY 2015 Recommended Budget and is a topic the organization and community should devote time and resources towards solving.*

Now that the FY 2015 Budget has been adopted, the City Manager would like to reactivate the conversation about the current status of City facilities and engage the community in the conversation in a similar manner the waste water committee operated. The citizen committee will discuss possible locations and funding options for a city hall complex and the police station remodel project.

- October 22nd (late afternoon and evening) and October 23rd (late morning to early afternoon) – Community tours of the City's existing facilities and possible city facility options/alternatives.
- October 27th to November 24th - Committee review and discussion.
- Early-to-Mid December – Committee presentation of findings to the City Council.
- Mid-to-Late December – City Council action on committee recommendations.

Approval Process:

This is a discussion item. If a motion is made, approval is by simple majority vote (50%+1) of the City Council members present.

Budget Impact:

There is no significant budget impact from this proposal.

Regulatory Impact:

This process will engage citizens and provide them with the opportunity to participate in and the guide this discussion. Public support is necessary item for this project.