



**AGENDA**  
**Regular Meeting of the City of Twin Falls**  
**Urban Renewal Agency Board**  
305 3<sup>rd</sup> Avenue East, Twin Falls, Idaho  
City Council Chambers  
Monday, December 8, 2014 at 12:00 pm.

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**URBAN RENEWAL AGENCY BOARD MEMBERS:**

Leon Smith      Dan Brizee      Dexter Ball      Neil Christensen      Perri Gardner      Bob Richards      Sarah Taylor  
**Chairman**      **Vice-Chairman**      **Secretary**

1. Call meeting to order.
2. Consent Agenda:
  - a. Review and approval of minutes from the November 10, 2014 regular meeting.
  - b. Review and approval of December 2014 financial reports.
3. Consideration of a request to award the contract for purchasing equipment for the Pre-treatment Facility associated with the Clif Bar Project to Veolia Water/I. Kruger Inc. for \$1,574,430.00 – Jason Brown (see staff report).
4. Update from Otak on the Main Avenue Design Project – Mandi Roberts/Gary Haderlie
5. Consideration of a request to approve a contract for asbestos abatement at the Rogerson Building, 149 Main Avenue East, to Intermountain Construction & Abatement for \$14,275.00 – Jesse Schuerman (see staff report).
6. Consideration of a request to direct staff to seek demolition bids for the Rogerson Building (see staff report).
7. Public input and/or items from the Urban Renewal Agency Board or staff.
8. Adjourn. Next regular meeting: **Monday, January 12, 2015 @ 12:00 pm**

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*\*Any person(s) needing special accommodations to participate in the above noticed meeting should contact Lorrie Bauer at (208) 735-7313 at least two days before the meeting. Si desea esta información en español, llame Leila Sanchez al (208)735-7287.*



## **MEETING MINUTES**

### **November 10, 2014**

The Urban Renewal Agency held a regular meeting at 12:00 p.m. this date in the Twin Falls City Council Chambers located at 305 3<sup>rd</sup> Avenue East, Twin Falls. Those present were:

#### **Present:**

Leon Smith	URA Chairman
Dan Brizee	URA Vice Chairman
Dexter Ball	URA Secretary
Neil Christensen	URA Member
Bob Richards	URA Member
Perri Gardner	URA Member
Sarah Taylor	URA Member (arrived at 12:07 p.m.)

#### **Also present:**

Melinda Anderson	Urban Renewal Executive Director
Jesse Schuerman	Urban Renewal Engineer
Brent Hyatt	City Assistant Finance Officer
Greg Lanting	City Council Liaison to URA
Renee Carraway	City Planning & Zoning Manager
Fritz Wonderlich	City Attorney
Lorrie Bauer	Economic Development, Admin Assistant
Mandi Roberts	Otak, Inc.
Martin Glastra van Loon	Otak, Inc.
Gary Haderlie	JUB Engineers

#### **Agenda Item 1 – Call meeting to order**

Chairman Leon Smith called the meeting to order at 12:02 p.m. He then asked Melinda Anderson to introduce the new engineer. Jesse Schuerman was hired by the City and will be working on URA projects. His background includes experience with other urban renewal programs.

#### **Agenda Item 2 – Consent Agenda: a) Review and approval of minutes from the October 13, 2014 Regular Meeting and the October 17, 2014 special meeting, and b) Review and approval of November 2014 financial reports.**

Vice Chairman Dan Brizee moved to approve the consent agenda as submitted and Bob Richards seconded the motion. Roll call vote showed that all board members present voted in favor of the motion.

**Agenda Item 3 – Consideration of a request to select Zions Bank to provide the Agency \$9,850,000 in bond funding – Brent Hyatt.**

Mr. Hyatt stated there were 19 institutions including all the local banks that were sent the request for proposal. Several declined for various reasons. Three responded: Washington Federal, Zions Bank, and Banner Bank.

Using the matrix, Brent explained his evaluation of the three proposals received. He stated the interest rate is the biggest factor. Even though Zions fees are much higher than the others, there is still a savings with their interest rate. He classified his recommendation of Zions Bank as a “soft” recommendation because Washington Federal is very competitive.

After some discussion and individual clarifications, Chairman Smith stated the Board has four choices: 1) go with Zions, 2) go with Washington Federal, 3) wait and take this information under advisement and continue to work on it, and 4) do nothing.

Vice Chairman Brizee moved to make a motion to award the Request to Washington Federal and Perri Gardner seconded. Roll call vote began with Bob Richards who abstained because of his connection with Washington Federal. The remaining board members present voted in favor of the motion. Melinda Anderson asked Mr. Richards if he currently had a connection with Washington Federal and he replied that he did not. Melinda stated she understood from Fritz Wonderlich, City Attorney, that because there is no current connection that he was free to vote and asked if cared to vote. Mr. Richards replied he would vote “yes”. With this vote, all members present voted in favor of the motion and Chairman Smith stated to proceed with an agreement with Washington Federal.

**Agenda Item 4 – Update from Otak on the Main Avenue Design Project – Mandi Roberts.**

Using projections of the report included in the board meeting packet, Ms. Roberts stated the project has been underway for a little over two months and the community meetings and workshops have been very successful. The information that has been gathered is helping to define opportunities and challenges as well as streetscape configuration options. The results of the discovery and analysis stages will be presented in December. The project website is updated every week with new information.

The utility inventory is being done by JUB and the report, which includes city and non-city utilities, will be shared in December. Ms. Roberts stated there may be some costs related to the non-city utilities (Idaho Power, Intermountain Gas, etc.) for relocating lines. The budget estimate for these types of costs is \$5 million.

Kittelsohn Associates is working on traffic circulation and parking. They have conducted an inventory of existing parking, utilization of parking, and roadway capacity. Currently, Otak is awaiting responses from a questionnaire that was sent to property owners, tenants/merchants, and published online that included questions such as current customer parking practices, doors used for entry, needed employee capacity, busiest time of day, etc., that will give a better understanding of the business’s needs. Currently, all intersections are operating fairly well with the exception of Shoshone and Main Ave. The next stage will include the projected traffic flow.

As far as existing downtown parking, on a typical day most of the parking areas are under-utilized. Parking on Main Avenue between Shoshone and Gooding and the City parking lot on 2<sup>nd</sup> Ave. N between Shoshone and Gooding are both 86% utilized. This study included both customer and leased parking spaces. Ms. Roberts stated there is sufficient parking capacity to meet downtowns needs at this time, however, there are a lot of issues and concerns. Parking challenges include lack of clarity about what is open to the public, time limits, lighting, signing/wayfinding and rear door entrances to businesses. The next stage will be to come up with an adaptive parking management plan that includes both short and long term recommendations that included benchmarks.

The streetscape puzzle study concluded that people preferred more sidewalk and café space over adding additional parking on Main Avenue. Based on that input, it was concluded it's necessary to maintain the existing activity spaces and parking that currently exist and organize the street side environment around these public spaces. Space in the street was also preferred for special events and the value of alleyways will also be considered.

One option could be a signature public space to host some popular program elements that could include space for a spray plaza, concert, outdoor movie projection, seating, markets/festivals, winter displays/events, public art displays, public restrooms, and pedestrian lighting. Downtown space is a bit constrained for a signature downtown plaza, but keeping in mind the different variables, space analysis and the importance of expandability/contractibility, it is a possibility.

Martin Glastra van Loon, Otak, presented a study-of-scale of eight cities in the Northwest with public space that contains similar program elements that have been suggested by the Twin Falls community to give the Board a sense of what it could look like and the space that was used. Ms. Roberts then showed pictures of some spaces that used public right-of-way and street space comparable to the space that may be available downtown.

Key questions from Otak for the Board to think about include:

- 1) Does the list of program elements seem appropriate?
- 2) Spray plaza - can they use the design that is in the downtown commons, but make it larger?
- 3) If they design "festival streets", what should be the location and extent?
- 4) Restrooms – where and how many?
- 5) Signature space - what location?
- 6) Public art ideas.

With the suggestion of approximately 25,000 SF for a public space and festival streets, a board member questioned how much space there is in roads that could be closed off? Martin replied that the right-of-way of Main Avenue is 90' wide between buildings and the block is 400' long; therefore one block is 36,000 SF. Hansen Street is 60' wide. One example was that if you went 200' each way on Main Avenue, it would be 36,000 SF (which is more space than is needed). To compare area and get a perspective, the Rogerson Building area is 12,500 SF. Suggested space for a few of the possible program elements include 2,500-3,000 SF for a splash pad, 20,000 SF for farmer's market space, 23,000 SF for concert area, and 11,000 SF for ice skating area (45'x90').

Ms. Roberts noted there has been a lot of discussion regarding Hansen Street and having it go all the way through as a pedestrian-friendly street. One benefit would be that the traffic circulation would funnel people to the area where the most parking is available. Question is, would it run all the way to 2<sup>nd</sup> Avenue or end at the parking area? This is something to think about and discuss at a later time.

**Agenda Item 5 – Consideration of a request to amend the Otak agreement to include a topographic survey of the project area to be conducted by JUB Engineering and managed by Otak for \$68,857.**

The original proposal for the Main Street design work included an optional topo survey. Otak elected to wait and see if the existing aerial photos and base mapping that were already available provided enough accuracy for their use. These items are not accurate enough for design use. Problems include trees that mask fixed objects in the streetscape, they don't show where the utilities and fixtures are, doorway alcoves and building façade details are needed, etc. The topo survey would provide base maps for the design work of utilities, drainage, streetscape, intersections, alleyways, etc.

Gary Haderlie, of JUB, stated the final design will require a topo survey and that if it is completed now, it will already be done for the project. It was not included in the budget for preliminary design because it is usually done for the final design. Only one is needed for the entire project. The survey will cover details within the five blocks of the Main Avenue study area, (Fairfield to Jerome), utilities from Eden to Liberty, including alleyways and intersections within the project area on both 2<sup>nd</sup> Ave. streets. He also added that the topo is an extremely detailed survey. It shows finished floor elevations, alcoves, private and public utilities, alleys, intersections, all City owned and Urban Renewal parking lots.

Further discussion concluded it is critical to have this survey done now because the more information at the beginning of a design project helps to prevent changes later in the process. There are features the business owners want to retain such as the kiosks, café spaces, and public spaces in which can't be seen with the information available. Having this survey as a base would also help the project move immediately into final design. JUB would begin the process immediately and estimate completion by February 2015. This will not change the current project timeline.

Bob Richards made a motion to amend the Otak agreement to include a topographic survey of the project area at the cost of \$68,857. Neil Christensen seconded the motion. Voice vote showed all members present voted in favor of the motion. The motion passed with a vote of 7-0.

**Agenda Item 6 - Presentation to TFURA board of Gold Award from IEDC for the Glanbia project – Melinda Anderson.**

Ms. Anderson stated she attended the annual International Economic Development Council conference in Ft. Worth, Texas and was presented with two awards the City and Urban Renewal received in the 25,000 – 200,000 population category.

- 1) The bronze award was received in the category of “A Brochure for a Single Event”. The brochure entered was from the Clif Bar campaign. Two brochures were created in-house, that focused on Twin Falls, a “Community Guide” and a “Business Guide”.
- 2) The gold award was received in the category of “Business Retention Expansion Project”. It was presented to the City and the Urban Renewal Agency in recognition of the Glanbia Headquarters and Cheese Innovation Center.

Melinda added a special thank you to staff and everyone involved with these projects; those who helped with creating the brochures, writing and preparing the applications, taking pictures, etc., as well as the Urban Renewal Agency, the City of Twin Falls, Glanbia, and Kent Taylor. She commented how nice it is to be recognized with these awards because it brings national attention to Twin Falls and who we are as a community and what we have to offer. Chairman Smith congratulated Melinda for her part in winning the awards.

**Agenda Item 7 - Public input and/or items from the Urban Renewal Agency Board or staff.**

Melinda shared that Sundstrom’s Mobile Bakery is opening Saturday, November 15th, 7:00 a.m. – 2:00 p.m. and is located at 215 Shoshone St. South (property leased from URA).

**Agenda Item 8 - Adjournment: Executive Session 67-2345(1) (c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.**

Chairman Smith announced the executive session will take place in the council chambers and asked everyone not involved to vacate the chambers. He then read the request to adjourn. Bob Richards motioned to go into Executive Session and Dan Brizee seconded. Roll call vote showed that all board members present voted in favor of the motion, 7:0. Meeting adjourned to executive session at 1:38 p.m.

**Agenda Item 9 – Adjourn**

Board members came back into open session at 2:25 p.m. and promptly adjourned.

**The next regular meeting is Monday, December 8, 2014 @ 12:00 p.m.**

Respectfully submitted,

Lorrie Bauer  
Administrative Assistant

**Urban Renewal Agency of the City of Twin Falls, ID**  
**P & L Budget vs. Actual with Declining Bal.(\$ Over Budget)**

October through November 2014

	Oct - Nov 14	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Line of Credit Adv. - Clif Bar	73,476.23	14,995,362.00	-14,921,885.77	0.5%
Investment Income	829.23	2,550.00	-1,720.77	32.5%
Property Taxes	22,464.26	7,027,260.00	-7,004,795.74	0.3%
Rental Income	70,954.33	435,908.00	-364,953.67	16.3%
Chobani Advances	0.00	693,623.00	-693,623.00	0.0%
<b>Total Income</b>	<b>167,724.05</b>	<b>23,154,703.00</b>	<b>-22,986,978.95</b>	<b>0.7%</b>
<b>Gross Profit</b>	<b>167,724.05</b>	<b>23,154,703.00</b>	<b>-22,986,978.95</b>	<b>0.7%</b>
<b>Expense</b>				
<b>RAA 4-1</b>				
Main Ave.	14,015.94			
Rogerson Building	2,616.92			
RAA 4-1 - Other	0.00	3,584,596.00	-3,584,596.00	0.0%
<b>Total RAA 4-1</b>	<b>16,632.86</b>	<b>3,584,596.00</b>	<b>-3,567,963.14</b>	<b>0.5%</b>
<b>RAA 4-3 (Chobani)</b>				
Debt Pay. (Chobani) Interest	0.00	1,581,182.00	-1,581,182.00	0.0%
Debt Pay. (Chobani) Principal	0.00	1,123,000.00	-1,123,000.00	0.0%
RAA 4-3 (Chobani) - Other	0.00	6,122,259.00	-6,122,259.00	0.0%
<b>Total RAA 4-3 (Chobani)</b>	<b>0.00</b>	<b>8,826,441.00</b>	<b>-8,826,441.00</b>	<b>0.0%</b>
<b>RAA 4-4 (Clif Bar)</b>	<b>2,500.00</b>	<b>15,996,749.00</b>	<b>-15,994,249.00</b>	<b>0.0%</b>
Bond Trustee Fees	0.00	6,500.00	-6,500.00	0.0%
Community Relations & Website	0.00	1,700.00	-1,700.00	0.0%
Debt Payments - Interest	1,826.88	237,342.00	-235,515.12	0.8%
Debt Payments - Principal	184,089.60	644,060.00	-459,970.40	28.6%
Dues and Subscriptions	750.00	2,650.00	-1,900.00	28.3%
Insurance Expense	0.00	5,500.00	-5,500.00	0.0%
Legal Expense	0.00	1,000.00	-1,000.00	0.0%
Management Fee	0.00	229,000.00	-229,000.00	0.0%
Meeting Expense	476.36	3,000.00	-2,523.64	15.9%
Miscellaneous	0.00	10,500.00	-10,500.00	0.0%
Office Expense	15.00	500.00	-485.00	3.0%
Prof. Dev.\Training	0.00	2,800.00	-2,800.00	0.0%
Property Tax Expense	0.00	37,000.00	-37,000.00	0.0%
Real Estate Exp. - Call Center	3,415.48	133,400.00	-129,984.52	2.6%
Real Estate Exp. - Other	1,713.87	6,200.00	-4,486.13	27.6%
Real Estate Lease	0.00	72,000.00	-72,000.00	0.0%
<b>Total Expense</b>	<b>211,420.05</b>	<b>29,800,938.00</b>	<b>-29,589,517.95</b>	<b>0.7%</b>
<b>Net Ordinary Income</b>	<b>-43,696.00</b>	<b>-6,646,235.00</b>	<b>6,602,539.00</b>	<b>0.7%</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
Cash Carryover	0.00	6,706,782.00	-6,706,782.00	0.0%
Transfers In	0.00	2,164,650.00	-2,164,650.00	0.0%
Transfers Out	0.00	-2,164,649.00	2,164,649.00	0.0%
<b>Total Other Income</b>	<b>0.00</b>	<b>6,706,783.00</b>	<b>-6,706,783.00</b>	<b>0.0%</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>6,706,783.00</b>	<b>-6,706,783.00</b>	<b>0.0%</b>
<b>Net Income</b>	<b>-43,696.00</b>	<b>60,548.00</b>	<b>-104,244.00</b>	<b>-72.2%</b>

<b>Twin Falls Urban Renewal December, 2014 List of Checks</b>					
<u>Check #</u>	<u>Date</u>	<u>Paid Amount</u>	<u>Name</u>	<u>Account</u>	<u>Memo</u>
2834	11/10/2014	1,000.00	Krislyn Canary	RAA 4-1 Rogerson	Refund - Vacating 153 Main Ave E
2835	11/12/2014	2,530.74	EHM Engineers, Inc	RAA 4-4 Clif Bar	AC#18 Utility Removal Project PIC Request #9
2836	11/12/2014	2,500.00	Negotiations Services, LLC	RAA 4-4 Clif Bar	AC#19 Hankins Road Project - ROW
2837	11/17/2014	130.82	Daisy's	Meeting Expense	URA meeting lunches 11/10/14
2838	11/26/2014	608.06	Wells Fargo Bank	Property Tax Income	URA Property Taxes - Nov, 2014
2839	12/3/2014	2,136.44	Twin Falls County Treasurer	RAA 4-1 Rogerson	1st Half 2014 Property Taxes
2839	12/3/2014	10,140.70	Twin Falls County Treasurer	Property Tax Expense	C3-1st Half 2014 Property Taxes
2840	12/3/2014	68.29	City of Twin Falls	RAA 4-1 Rogerson	Water/sewer Rogerson
2840	12/3/2014	2.15	City of Twin Falls	Real Est. Expense - Call Ctr	Water - C3 Landscape
2841	12/3/2014	155.09	Intermountain Gas Co	RAA 4-1 Rogerson	Gas - Rogerson Bldg 149 Main Ave E
2842	12/3/2014	24.10	PSI Environmental	RAA 4-1 Rogerson	Waste Collections
2843	12/3/2014	25.35	Idaho Power	RAA 4-1 Rogerson	Power - Rogerson 157 Main Avenue
2843	12/3/2014	258.57	Idaho Power	Real Est Expense - Call Ctr	Power 851 Poleline
2844	12/3/2014	33.04	Melinda Anderson	Meeting Expense	Meeting - Boise 11/5/14
2844	12/3/2014	566.71	Melinda Anderson	Prof. Dev/Training	CDFR Annual Mtg 11/19-21/14 Scottsdale AZ
2845	12/3/2014	315.00	Kimberly Nurseries	Real Est. Expense - Other	Idaho St & 3rd - Snow Removal
2846	12/3/2014	29.90	Canyon Floral	Misc	Board member condolence
2847	12/3/2014	99.00	Charley's Plumbing, Inc.	RAA 4-1 Rogerson	Repair Toilet
2848	12/3/2014	30.00	The Historic Ballroom	RAA 4-1 Main Ave	Table Cloths 10/16/14 mtg @ Ballroom
2849	12/3/2014	450.00	K & G Property Management	Real Est Expense - Call Ctr	Property Management Fees - November
2850	12/3/2014	78.50	ACCO Engineered Systems	Real Est Expense - Call Ctr	RTU9 fan adjustment
2851	12/3/2014	320.00	Commercial Property Maintenance	Real Est Expense - Call Ctr	Landscape Maintenance - November
2852	12/3/2014	1,090.50	Kimberly Nurseries	Real Est Expense - Call Ctr	Property Maint.- snow/ice removal - November
2853	12/3/2014	352.00	J & L Sweeping Service, Inc.	Real Est Expense - Call Ctr	Property Maintenance - November
2854	12/3/2014	738.44	Twin Falls County Treasurer	RAA 4-4 Clif Bar	1st Half 2014 Property Taxes

## Urban Renewal Agency of the City of Twin Falls, ID Profit & Loss Detail

November 2014

Type	Date	Num	Name	Memo	Amount	Balance
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
<b>Line of Credit Adv. - Clif Bar</b>						
Deposit	11/07/2014		Clif Bar & Co.	Advance for expenses	5,030.74	5,030.74
Total Line of Credit Adv. - Clif Bar					5,030.74	5,030.74
<b>Investment Income</b>						
Deposit	11/03/2014			Interest	5.94	5.94
Deposit	11/03/2014			Interest	34.39	40.33
Deposit	11/03/2014			Interest	2.28	42.61
Deposit	11/03/2014			Interest	4.29	46.90
Deposit	11/03/2014			Interest	24.06	70.96
Deposit	11/03/2014		State of Idaho	Interest on Account	344.59	415.55
Total Investment Income					415.55	415.55
<b>Property Taxes</b>						
Deposit	11/26/2014		Twin Falls County	Monthly Payment from the County	608.06	608.06
Total Property Taxes					608.06	608.06
<b>Rental Income</b>						
Deposit	11/05/2014	1004	Sundstroms Bakery ...	Rent - November	50.00	50.00
Deposit	11/06/2014		US Treasury	VA Rent	1,333.33	1,383.33
Deposit	11/28/2014	15292	C3	Rent - Nov, 2014	34,760.50	36,143.83
Total Rental Income					36,143.83	36,143.83
Total Income					42,198.18	42,198.18
Gross Profit					42,198.18	42,198.18
<b>Expense</b>						
<b>RAA 4-1</b>						
<b>Main Ave.</b>						
Check	11/05/2014	2820	Capital One Commer...	Costco - Napkins, Cookies	41.17	41.17
Check	11/06/2014	2822	Otak	Main Ave Design	13,652.95	13,694.12
Check	11/06/2014	2833	Party Center	Table & Chair Rent - Oct 13 & 17, 2014	317.58	14,011.70
Total Main Ave.					14,011.70	14,011.70
<b>Rogerson Building</b>						
Check	11/06/2014	2829	Western Building Ma...	Clean Mtg. area of Rogerson Bldg.	400.00	400.00
Check	11/06/2014	2830	Idaho Power Company	Power 161 Main Avenue East Acct 2220926683	26.66	426.66
Check	11/06/2014	2830	Idaho Power Company	Power 159 Main Ave East Acct 2220879601	67.69	494.35
Check	11/06/2014	2831	Intermountain Gas C...	Gas Rogerson Bldg 149 Main Ave E	38.40	532.75
Check	11/06/2014	2832	City of Twin Falls	Water Rogerson Bldg	84.17	616.92
Check	11/10/2014	2834	Krislyn Canary	Refund - Vacating 153 Main Ave East	1,000.00	1,616.92
Total Rogerson Building					1,616.92	1,616.92
Total RAA 4-1					15,628.62	15,628.62
<b>RAA 4-4 (Clif Bar)</b>						
Check	11/12/2014	2836	Negotiations Service...	AC#19 Hankins Road Project - ROW	2,500.00	2,500.00
Total RAA 4-4 (Clif Bar)					2,500.00	2,500.00
<b>Debt Payments - Interest</b>						
Check	11/04/2014	C2	Larry Tucker & Kare...	To record payoff of note	906.58	906.58
Total Debt Payments - Interest					906.58	906.58
<b>Debt Payments - Principal</b>						
Check	11/04/2014	C2	Larry Tucker & Kare...	To record payoff of note	181,346.22	181,346.22
Total Debt Payments - Principal					181,346.22	181,346.22
<b>Meeting Expense</b>						
Check	11/17/2014	2837	Daisy's	URA meeting lunches Nov 10, 2014	130.82	130.82
Total Meeting Expense					130.82	130.82
<b>Real Estate Exp. - Call Center</b>						
Check	11/06/2014	2823	Acco Engineered Sy...	HVAC Prevent Maintenance - Sept	748.00	748.00
Check	11/06/2014	2826	K & G Property Man...	Property Mgmt. Fee - October	450.00	1,198.00
Check	11/06/2014	2827	Commercial Property...	Landscape Maintenance - October	1,440.00	2,638.00
Check	11/06/2014	2828	J & L Sweeping Serv...	Property Maintenance - October	352.00	2,990.00
Check	11/06/2014	2830	Idaho Power Company	Power 851 Pole Line Rd Lights Acct 2205057868	237.94	3,227.94
Check	11/06/2014	2832	City of Twin Falls	Water C3 Landscape	187.54	3,415.48
Total Real Estate Exp. - Call Center					3,415.48	3,415.48
<b>Real Estate Exp. - Other</b>						
Check	11/06/2014	2824	Idaho Scapes Inc.	Bowyer Park Maintenance	1,700.00	1,700.00
Check	11/06/2014	2830	Idaho Power Company	Power 122 4th Ave S Park Acct 2220512228	13.87	1,713.87
Total Real Estate Exp. - Other					1,713.87	1,713.87
Total Expense					205,641.59	205,641.59
Net Ordinary Income					-163,443.41	-163,443.41
<b>Net Income</b>					<b>-163,443.41</b>	<b>-163,443.41</b>

**Urban Renewal Agency of the City of Twin Falls, ID**  
**Balance Sheet**  
As of November 30, 2014

	Nov 30, 14
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Cash	
State Investment Pool	3,252,383.56
WF General Checking #6350	202,387.66
WF Revenue Alloc. #5601	3,884,744.75
WF Bond Reserve #5602	698,675.00
WF Bond Fund #5600	465.12
Zions Revenue Alloc. #8616	271,807.30
Zions Revenue Alloc. #8616A	509,819.53
Zions Bond Reserve #8616C	2,874,099.80
Zions Revenue Alloc. #8616B	2.17
<b>Total Cash</b>	<b>11,694,384.89</b>
<b>Total Checking/Savings</b>	<b>11,694,384.89</b>
Other Current Assets	
Due from Other Governments	3,495.00
Property Taxes Receivable	60,276.67
<b>Total Other Current Assets</b>	<b>63,771.67</b>
<b>Total Current Assets</b>	<b>11,758,156.56</b>
Fixed Assets	
Land	1,350,000.00
Building	3,779,695.16
Equipment	475,000.00
Accumulated Depreciation	-568,206.77
<b>Total Fixed Assets</b>	<b>5,036,488.39</b>
<b>TOTAL ASSETS</b>	<b>16,794,644.95</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Long Term Liabilities	
Deferred Rev.-Property Tax	60,276.67
Security Deposit	68,157.84
<b>Total Long Term Liabilities</b>	<b>128,434.51</b>
<b>Total Liabilities</b>	<b>128,434.51</b>
Equity	
Fund Balance	
Fund Balance-General Fund	31,359.44
Fund Balance-Revenue Alloc.	5,785,662.00
Fund Balance-Bond Fund	3,574,156.00
Fund Balance-Rental Fund	5,482,971.00
<b>Total Fund Balance</b>	<b>14,874,148.44</b>
Unrestricted Net Assets	1,835,758.00
Net Income	-43,696.00
<b>Total Equity</b>	<b>16,666,210.44</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>16,794,644.95</b>

**Urban Renewal Agency of the City of Twin Falls, ID**  
**Balance Sheet Detail**  
As of November 30, 2014

Type	Date	Num	Name	Memo	Amount	Balance
<b>ASSETS</b>						17,020,926.71
<b>Current Assets</b>						11,984,438.32
<b>Checking/Savings</b>						11,920,666.65
<b>Cash</b>						11,920,666.65
<b>State Investment Pool</b>						3,252,038.97
Deposit	11/03/2014			Deposit	344.59	3,252,383.56
Total State Investment Pool						344.59
<b>WF General Checking #6350</b>						247,440.23
Check	11/03/2014	2817	Keller Associates	Invoice 0000002	-56,968.25	190,471.98
Check	11/03/2014	2818	Twin Falls Canal Co.	Cliff Bar	-3,000.00	187,471.98
Check	11/03/2014	2819	Lee Enterprises	Invoice 615570	-179.24	187,292.74
Deposit	11/05/2014			Deposit	50.00	187,342.74
Check	11/05/2014	2820	Capital One Commercial	Mtg Supplies	-41.17	187,301.57
Check	11/05/2014	2821	Wells Fargo Remittance C...	Deposit Slips	-10.12	187,291.45
Check	11/06/2014	2822	Otak	Invoice 000101400339	-13,652.95	173,638.50
Check	11/06/2014	2823	Acco Engineered Systems	Invoice 623230	-748.00	172,890.50
Check	11/06/2014	2824	Idaho Scapes Inc.	Bowyer Park Maintenance	-1,700.00	171,190.50
Check	11/06/2014	2825	Sawtooth Spraying Service	Invoice #34631	-150.00	171,040.50
Check	11/06/2014	2826	K & G Property Managem...	Invoice #3470	-450.00	170,590.50
Check	11/06/2014	2827	Commercial Property Main...	Invoice 2809	-1,440.00	169,150.50
Check	11/06/2014	2828	J & L Sweeping Service, I...	Invoice 24210	-352.00	168,798.50
Check	11/06/2014	2829	Western Building Mainten...	Invoice 0081586-IN	-400.00	168,398.50
Check	11/06/2014	2830	Idaho Power Company		-346.16	168,052.34
Check	11/06/2014	2831	Intermountain Gas Compa...	Acct 64554563-842-3	-38.40	168,013.94
Check	11/06/2014	2832	City of Twin Falls	Acct 030304-000 = \$187.54, 122316-...	-271.71	167,742.23
Check	11/06/2014	2833	Party Center	Rental Contract # 14377	-317.58	167,424.65
Deposit	11/06/2014			Deposit	1,333.33	168,757.98
Deposit	11/07/2014			Deposit	5,030.74	173,788.72
Check	11/10/2014	2834	Krislyn Canary	Invoice #001	-1,000.00	172,788.72
Check	11/12/2014	2835	EHM Engineers, Inc.	293-14	-2,530.74	170,257.98
Check	11/12/2014	2836	Negotiations Services, LLC	Invoice # 10/21/2014	-2,500.00	167,757.98
Check	11/17/2014	2837	Daisy's		-130.82	167,627.16
Deposit	11/26/2014			Deposit	608.06	168,235.22
Check	11/26/2014	2838	Wells Fargo Bank	Property Tax	-608.06	167,627.16
Deposit	11/28/2014			Deposit	34,760.50	202,387.66
Total WF General Checking #6350						-45,052.57
<b>WF Revenue Alloc. #5601</b>						4,066,355.10
Deposit	11/03/2014			Interest	34.39	4,066,389.49
Check	11/04/2014	C2	Larry Tucker & Karen Tuc...		-182,252.80	3,884,136.69
Deposit	11/26/2014			Deposit	608.06	3,884,744.75
Total WF Revenue Alloc. #5601						-181,610.35
<b>WF Bond Reserve #5602</b>						698,675.00
Total WF Bond Reserve #5602						698,675.00
<b>WF Bond Fund #5600</b>						459.18
Deposit	11/03/2014			Interest	5.94	465.12
Total WF Bond Fund #5600						5.94
<b>Zions Revenue Alloc. #8616</b>						271,805.02
Deposit	11/03/2014			Interest	2.28	271,807.30
Total Zions Revenue Alloc. #8616						2.28
<b>Zions Revenue Alloc. #8616A</b>						509,815.24
Deposit	11/03/2014			Interest	4.29	509,819.53
Total Zions Revenue Alloc. #8616A						4.29
<b>Zions Bond Reserve #8616C</b>						2,874,075.74
Deposit	11/03/2014			Interest	24.06	2,874,099.80
Total Zions Bond Reserve #8616C						24.06
<b>Parking Lot Sinking Cash #3425</b>						0.00
Total Parking Lot Sinking Cash #3425						0.00
<b>Wells Fargo Securities #1251</b>						0.00
Total Wells Fargo Securities #1251						0.00
<b>Zions Revenue Alloc. #8616B</b>						2.17
Total Zions Revenue Alloc. #8616B						2.17
<b>Zions Warrant #6362</b>						0.00
Total Zions Warrant #6362						0.00
<b>Cash - Other</b>						0.00
Total Cash - Other						0.00

**Urban Renewal Agency of the City of Twin Falls, ID**  
**Balance Sheet Detail**  
As of November 30, 2014

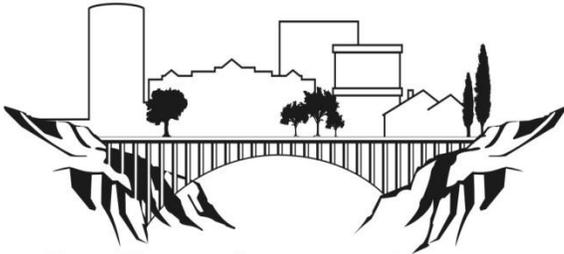
Type	Date	Num	Name	Memo	Amount	Balance
Total Cash					-226,281.76	11,694,384.89
Total Checking/Savings					-226,281.76	11,694,384.89
<b>Accounts Receivable</b>						0.00
<b>Accounts Receivable</b>						0.00
Total Accounts Receivable						0.00
Total Accounts Receivable						0.00
<b>Other Current Assets</b>						63,771.67
<b>Account Receivable - Chobani</b>						0.00
Total Account Receivable - Chobani						0.00
<b>Deposits</b>						0.00
Total Deposits						0.00
<b>Due from Other Governments</b>						3,495.00
Total Due from Other Governments						3,495.00
<b>Interest Receivable</b>						0.00
<b>Int. Rec.-Zions Bond</b>						0.00
Total Int. Rec.-Zions Bond						0.00
<b>Int. Rec.-Bond Fund</b>						0.00
Total Int. Rec.-Bond Fund						0.00
<b>Int. Rec.-Revenue Allocation</b>						0.00
Total Int. Rec.-Revenue Allocation						0.00
<b>Interest Receivable - Other</b>						0.00
Total Interest Receivable - Other						0.00
Total Interest Receivable						0.00
<b>Inventory Asset</b>						0.00
Total Inventory Asset						0.00
<b>Prepaid Insurance</b>						0.00
Total Prepaid Insurance						0.00
<b>Property Taxes Receivable</b>						60,276.67
Total Property Taxes Receivable						60,276.67
Total Other Current Assets						63,771.67
Total Current Assets					-226,281.76	11,758,156.56
<b>Fixed Assets</b>						5,036,488.39
<b>Land</b>						1,350,000.00
Total Land						1,350,000.00
<b>Building</b>						3,779,695.16
Total Building						3,779,695.16
<b>Equipment</b>						475,000.00
Total Equipment						475,000.00
<b>Accumulated Depreciation</b>						-568,206.77
Total Accumulated Depreciation						-568,206.77
Total Fixed Assets						5,036,488.39
<b>Other Assets</b>						0.00
<b>Due from General (4-2)</b>						0.00
Total Due from General (4-2)						0.00
<b>Lease Receivable-Jayco</b>						0.00
Total Lease Receivable-Jayco						0.00
<b>Note Receivable - Agro Farma</b>						0.00
Total Note Receivable - Agro Farma						0.00
<b>Property Tax Clearing Account</b>						0.00
Deposit	11/26/2014	15-0226...	Twin Falls County	Property Taxes October, 2014	-608.06	-608.06
Check	11/26/2014	2838	Wells Fargo Bank	Property Taxes - October, 2014	608.06	0.00
Total Property Tax Clearing Account					0.00	0.00

**Urban Renewal Agency of the City of Twin Falls, ID**  
**Balance Sheet Detail**  
As of November 30, 2014

Type	Date	Num	Name	Memo	Amount	Balance
Total Other Assets					0.00	0.00
<b>TOTAL ASSETS</b>					<b>-226,281.76</b>	<b>16,794,644.95</b>
<b>LIABILITIES &amp; EQUITY</b>						17,020,926.71
<b>Liabilities</b>						191,272.86
<b>Current Liabilities</b>						62,838.35
<b>Accounts Payable</b>						0.00
<b>Accounts Payable</b>						0.00
Total Accounts Payable						0.00
Total Accounts Payable						0.00
<b>Credit Cards</b>						0.00
Total Credit Cards						0.00
<b>Other Current Liabilities</b>						62,838.35
<b>Accts Pay - Rev. Alloc. 4-4</b>						62,678.23
Check	11/03/2014	2817	Keller Associates	Ave Cert #15, PIC request #4 URTF - ...	-56,968.25	5,709.98
Check	11/03/2014	2818	Twin Falls Canal Co.	Adv Cert #16, PIC request #12 - reloc...	-3,000.00	2,709.98
Check	11/03/2014	2819	Lee Enterprises	PIC Request #4, Adv Cert #17 WW Pr...	-179.24	2,530.74
Check	11/12/2014	2835	EHM Engineers, Inc.	AC#18 Utility Removal Project - PI C ...	-2,530.74	0.00
Total Accts Pay - Rev. Alloc. 4-4					-62,678.23	0.00
<b>Due to Other Governments</b>						0.00
Total Due to Other Governments						0.00
<b>Accts Pay - Bond Fund</b>						0.00
Total Accts Pay - Bond Fund						0.00
<b>Accts Pay - General</b>						10.12
Check	11/05/2014	2821	Wells Fargo Remittance C...	Deposit Slips	-10.12	0.00
Total Accts Pay - General					-10.12	0.00
<b>Accts Pay - Rental Fund</b>						0.00
Total Accts Pay - Rental Fund						0.00
<b>Accts Pay - Rev. Alloc. 4-1</b>						150.00
Check	11/06/2014	2825	Sawtooth Spraying Service	Weed Kill	-150.00	0.00
Total Accts Pay - Rev. Alloc. 4-1					-150.00	0.00
<b>Accts Pay - Rev. Alloc. 4-3</b>						0.00
Total Accts Pay - Rev. Alloc. 4-3						0.00
<b>Payroll Liabilities</b>						0.00
Total Payroll Liabilities						0.00
<b>Prepaid Rent</b>						0.00
Total Prepaid Rent						0.00
Total Other Current Liabilities					-62,838.35	0.00
Total Current Liabilities					-62,838.35	0.00
<b>Long Term Liabilities</b>						128,434.51
<b>BID Grant Oversight</b>						0.00
Total BID Grant Oversight						0.00
<b>Deferred Rev.-Lease</b>						0.00
Total Deferred Rev.-Lease						0.00
<b>Deferred Rev.-Lease Principal</b>						0.00
Total Deferred Rev.-Lease Principal						0.00
<b>Deferred Rev.-Property Tax</b>						60,276.67
Total Deferred Rev.-Property Tax						60,276.67
<b>Due to Rev. Alloc. (4-1)</b>						0.00
Total Due to Rev. Alloc. (4-1)						0.00
<b>Notes and Bonds Payable</b>						0.00
<b>Bond Payable - Rev. Alloc.</b>						0.00
Total Bond Payable - Rev. Alloc.						0.00
<b>Note - D.L. Evans Bank</b>						0.00
Total Note - D.L. Evans Bank						0.00
<b>Note - Dell Building</b>						0.00

**Urban Renewal Agency of the City of Twin Falls, ID**  
**Balance Sheet Detail**  
As of November 30, 2014

Type	Date	Num	Name	Memo	Amount	Balance
			Total Note - Dell Building			0.00
			<b>Note - McElliott</b>			0.00
			Total Note - McElliott			0.00
			<b>Notes and Bonds Payable - Other</b>			0.00
			Total Notes and Bonds Payable - Other			0.00
			Total Notes and Bonds Payable			0.00
			<b>Security Deposit</b>			68,157.84
			Total Security Deposit			68,157.84
			Total Long Term Liabilities			128,434.51
			Total Liabilities		-62,838.35	128,434.51
			<b>Equity</b>			16,829,653.85
			<b>Fund Balance</b>			14,874,148.44
			<b>Fund Balance-General Fund</b>			31,359.44
			Total Fund Balance-General Fund			31,359.44
			<b>Fund Balance-Revenue Alloc.</b>			5,785,662.00
			Total Fund Balance-Revenue Alloc.			5,785,662.00
			<b>Fund Balance-Bond Fund</b>			3,574,156.00
			Total Fund Balance-Bond Fund			3,574,156.00
			<b>Fund Balance-Rental Fund</b>			5,482,971.00
			Total Fund Balance-Rental Fund			5,482,971.00
			<b>Fund Balance-Sinking Fund</b>			0.00
			Total Fund Balance-Sinking Fund			0.00
			<b>Fund Balance - Other</b>			0.00
			Total Fund Balance - Other			0.00
			Total Fund Balance			14,874,148.44
			<b>Opening Balance Equity</b>			0.00
			Total Opening Balance Equity			0.00
			<b>Unrestricted Net Assets</b>			1,835,758.00
			Total Unrestricted Net Assets			1,835,758.00
			<b>Net Income</b>			119,747.41
			Total Net Income		-163,443.41	-43,696.00
			Total Equity		-163,443.41	16,666,210.44
			<b>TOTAL LIABILITIES &amp; EQUITY</b>		<b>-226,281.76</b>	<b>16,794,644.95</b>



THE URBAN RENEWAL AGENCY  
OF THE CITY OF TWIN FALLS

---

**Date:** December 8, 2014

**To:** Urban Renewal Agency of the City of Twin Falls

**From:** Jason Brown, Environmental Engineer

**Request:**

Consideration of a request to award the contract for purchasing equipment for the Pre-treatment Facility associated with the Clif Bar Project to Veolia Water/I. Kruger Inc. for \$1,574,430.00.

**Background:**

As part of the development agreement dated 17 October 2013 the Urban Renewal Agency agreed to construct a pre-treatment facility on the Clif Bar site to accommodate process flows from the Clif Bar baking facility. This consideration is to purchase equipment to be installed at the site during the construction process.

Three contractors were pre-approved and bids were provided to Staff on November 14, 2014. The low bid was submitted by Veolia Water/I. Kruger Inc. for a total of \$1,574,430.00.

**Approval Process:**

A quorum of the Board may approve to authorize the URA Executive Director to enter into a contract with Veolia Water/I. Kruger Inc. for \$1,574,430.00 in a public meeting.

**Budget Impact:**

The cost of \$1,574,430.00 is for purchasing equipment to be installed during construction of the pre-treatment facility.

**Conclusion:**

Staff recommends the Board approve this contract.

**Attachments:**

Notice of Award



December 2, 2014

Mr. Jason Brown  
City of Twin Falls  
324 Hansen St. E.  
Twin Falls, ID 83301

Re: **MBBR Equipment Pre-Purchase – Project Climber Pretreatment Facility**

Dear Mr. Brown:

The Urban Renewal Agency of the City of Twin Falls received pre-purchase bid packages from the three (3) pre-qualified System Vendors (Biowater Technology, Veolia Water/I. Kruger Inc., and World Water Works) for the Project Climber Pretreatment Facility on November 14, 2014. A summary of the bids is presented below:

System Vendor	Total Base Bid	Total Alternative Bid
Biowater Technology	\$1,711,600	NA
Veolia Water/I. Kruger Inc.	\$1,574,430	NA
World Water Works	\$1,986,000	\$1,958,000

The Total Alternative Bid was to provide a polypropylene DAF rather than a stainless steel DAF and was optional.

Two of the bids are below the engineer’s estimate of \$1,820,000. We recommend the Urban Renewal Agency of the City of Twin Falls issue the attached Notice of Award to the apparent low bidder, Veolia Water/I. Kruger Inc.

Please call us at (208) 288-1992 if you have any questions.

Sincerely,

**KELLER ASSOCIATES, INC.**

Eric Roundy, P.E.  
Project Engineer

Larry Rupp, P.E.  
Project Manager

Enclosures: Notice of Award (including Procurement Agreement, Assignment of Contract, Performance Bond, and Payment Bond)

cc: Melinda Anderson, City of Twin Falls  
Jackie Fields, City of Twin Falls  
Jason Kutsurelis, Clif Bar  
Rich Berger, Clif Bar  
File

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## NOTICE OF AWARD

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Date of Issuance:

Owner: Urban Renewal Agency of the City of Twin Falls

Owner's Contract No.:

Engineer: Keller Associates, Inc.

Engineer's Project No.: 214047-000

Project: Project Climber Pretreatment Facility

Contract Name: MBBR Equipment Pre-Purchase

Bidder: Veolia Water / I. Kruger Inc.

Bidder's Address: 4001 Weston Parkway; Cary, NC 27513

### TO BIDDER:

You are notified that Owner has accepted your Bid dated November 14, 2014 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Furnishing MBBR and associated equipment for a new pretreatment facility.

The Contract Price of the awarded Contract is: \$ 1,574,430.00.

Five (5) unexecuted counterparts of the Procurement Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 5 counterparts of the Procurement Agreement, fully executed by Bidder.
2. Deliver with the executed Procurement Agreement the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 4.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

---

Owner: Urban Renewal Agency of the City of Twin Falls

By:

Authorized Signature

Title:

Copy: Engineer

SECTION 00500 – PROCUREMENT AGREEMENT (PA)

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2014 by and between Urban Renewal Agency of the City of Twin Falls (hereinafter called Owner) and Veolia Water/I. Kruger Inc. (hereinafter called System Vendor).

Owner and System Vendor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. GOODS AND SPECIAL SERVICES**

- 1.01 System Vendor shall complete the Goods and Special Services as specified or indicated in the Owner’s Contract Document entitled “Project Climber Pretreatment Facility MBBR Equipment Pre-Purchase”.
- 1.02 The Work is generally described as follows: Performing or providing all labor, services, engineering, manufacturing, testing, and documentation necessary for Installation Contractor to install and successfully start-up the System Vendor Equipment.
- 1.03 The Goods and Services are generally described as follows:
  - A. **Influent Screen:** Influent screen along with all attendant valves, controls and other appurtenances required to screen the influent to the new pretreatment facility.
  - B. **Equalization Equipment:** Coarse bubble diffused aeration systems, blowers, pressure sensors and high level floats for water level detection, pumps, chemical injectors and controls shall be provided.
  - C. **MBBR Equipment:** A coarse bubble diffused aeration system, blowers, MBBR media, media retention screens, dissolved oxygen sensors, high level floats, and controls shall be provided.
  - D. **Dissolved Air Floatation (DAF) Unit:** DAF unit including, chemical injectors, sludge transfer pumps, and controls shall be provided.
  - E. **Sludge Storage Equipment:** A coarse bubble diffused aeration system, blower, pressure sensor and high level float for water level detection, pumps, and controls shall be provided.
  - F. **Dewatering Equipment:** Dewatering equipment including chemical injectors and conveyor along with all attendant valves, controls and other appurtenances required.
  - G. **Submittals:** The System Vendor will provide design of the Goods, submittal of shop drawings and samples, general arrangement drawings of equipment, and control strategy description; will participate in meetings and assist Engineer during the design; and will make changes to the equipment system as required to coordinate the design with the Engineer.

H. **Start-Up and Training:** The System Manufacturer will provide complete start-up services for equipment and systems within the Manufacturer's Scope of Supply. Detailed operation and maintenance manuals and training of the Owner's staff will also be provided for the equipment supplied.

1.04 Installation and piping outside of the System Vendor's Scope of Supply shall be provided by the Installation Contractor.

## **ARTICLE 2. ENGINEER**

2.01 The project has been designed by:

Keller Associates, Inc.  
Meridian Office, 131 SW 5<sup>th</sup> Avenue, Meridian, Idaho 83642  
Telephone: (208) 288-1992

Who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## **ARTICLE 3. CONTRACT TIMES**

3.01 The Goods, as defined in the Contract Documents, shall be delivered to the point of delivery and ready for Owner's acceptance as outlined in Section 00300 – Bid Forms, paragraph 7 - Contract Schedule.

3.02 Start-up and training will commence after Installation Contractor's written notice to the System Vendor following the Owner's acceptance of delivery of the Goods.

## **ARTICLE 4. LIQUIDATED DAMAGES**

4.01 Owner and the System Vendor recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the time specified in Article 3 herein, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the System Vendor agree that as liquidated damages for delay (but not as a penalty) the System Vendor shall pay the Owner \$1,000.00 for each day that expires after the time specified in Article 3 herein.

4.02 Other services provided by the System Vendor, such as start-up services and training, shall be performed per requirements specified in Article 3 herein, but will not be subject to liquidated damages.

## **ARTICLE 5. PAYMENT PROCEDURES**

5.01 Owner shall pay System Vendor for completion of the Goods and Services in accordance with the Contract Documents in the amount set forth in the Bid Schedule.

- 5.02 System Vendor shall submit Applications for Payment in accordance with Article 10 of the General Conditions and Section 01301 – Schedule of Payments. Applications for Payment will be processed by Engineer as provided in the General Conditions.

**ARTICLE 6. INTEREST**

- 6.01 All moneys not paid when due as provided in Article 10 of the General Conditions shall bear interest at the rate of 6% per annum.

**ARTICLE 7. VENDOR’S REPRESENTATIONS**

- 7.01 In order to induce Owner to enter into this PA, System Vendor makes the following representation identified in the Bidding Documents.
- A. System Vendor has examined and carefully studied the Contract Documents and the other related identified in the Bidding Documents.
  - B. System Vendor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - C. System Vendor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - D. System Vendor has correlated the information known to System Vendor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
  - E. System Vendor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that System Vendor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to System Vendor.
  - F. The Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 8. CONTRACT DOCUMENTS**

- 8.01 The Contract Documents which comprise the entire PA between Owner and System Vendor concerning the Work consist of the PA and the following attachments to this PA:
- A. This PA
  - B. Performance Bond
  - C. Payment Bond
  - D. Other Bonds: \_\_\_\_\_
  - E. General Conditions
  - F. Supplementary Conditions

- G. Technical Specifications as listed in the Table of Contents
- H. Addenda Numbers 1 to 3, inclusive.
- I. Exhibits to this PA (enumerated as follows):
  - 1. Exhibit A-1 to Procurement Agreement, Assignment of Contract
  - 2. Exhibit A-2 to Procurement Agreement, Assignment of Contract
  - 3. Bid Forms including the Bid, Bid Schedule(s), Information Required of Bidder, and all required certificates and affidavits.
  - 4. Documentation submitted by System Vendor prior to Notice of Award (pages \_\_\_ through \_\_\_, inclusive).
  - 5. \_\_\_\_\_
- J. The following which may be delivered or issued on or after the Effective Date of the PA and are not attached hereto:
  - 1. Notice to Proceed
  - 2. Written Amendments;
  - 3. Work Change Directives;
  - 4. Change Order(s).

8.02 The documents listed in paragraph 8.01 are attached to this PA (except as expressly noted otherwise above).

8.03 There are no Contract Documents other than those listed above in this Article 8.

8.04 The Contract Documents may only be amended, modified, or supplemented as provided in Article 3 of the General Conditions.

**ARTICLE 9. BONDS**

9.01 Prior to Owner's execution of this PA, System Vendor shall furnish Owner completed forms of the Performance and Payment Bonds included within the Contract Forms.

9.02 System Vendor's Performance Bond in the amount of the Contract Price shall be furnished as security for System Vendor's warranties through to one year after the date of Substantial Completion.

9.03 All such bonds shall be subscribed by a corporate surety which is authorized to transact surety insurance business in the State of Idaho. Should any bond or surety become insufficient, System Vendor shall furnish Owner a new bond within 10 days after receiving notice from Owner. No

payments will be due or paid under the Contract until any and all bond deficiencies have been remedied.

#### **ARTICLE 10. WARRANTIES**

10.01 System Vendor expressly warrants that the Goods will meet the requirements as specified in P-700 Standard General Conditions and the technical specifications in the Contract Documents that apply to the System Vendor's equipment.

#### **ARTICLE 11. INDEMNITY**

11.01 Except for Owner's or Engineer's sole negligence or willful misconduct, System Vendor shall indemnify, defend and hold Owner, Engineer and their officers and employees harmless from all damages, costs, and expenses, including attorney's fees, in law or equity that may at any time arise or be set up because of damages to property or personal injury, including death, suffered by reason or, in the course of performing, the Contract and caused by any act or omission by reason of, or in the course of performing, the Contract and to the extent caused by any negligent act or omission or the breach of any obligation under this Contract committed by System Vendor or any of System Vendor's employees, Subvendors, Subcontractors, or agents. The provisions of this Article shall survive the expiration or early termination of the Contract.

#### **ARTICLE 12. INSURANCE**

12.01 Prior to Owner's execution of this PA, System Vendor shall secure, and shall thereafter maintain until completion of the Contract, such public liability and property damage insurance as shall protect System Vendor from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations under the Contract, whether such operations be by or on behalf of System Vendor, any Subvendor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

12.02 All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of Idaho and shall cover comprehensive general and automobile liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the limits as specified in the Supplementary General Conditions.

#### **ARTICLE 13. ASSIGNMENT OF PROCUREMENT CONTRACT**

13.01 The Contract may at the Owner's discretion be assigned by Owner to Contractor, and System Vendor will accept such assignment, pursuant to the Procurement Documents. In the application of the terms and conditions of the Procurement Documents after said assignment, System Vendor will function as a subcontractor to the Contractor, and all obligations of the System Vendor to Owner will become obligations of the System Vendor to Contractor. Notwithstanding this assignment, the guarantees and warranties specified in the Procurement Documents are intended for the benefit of Owner and the Contractor, and may be enforced by either party.

13.02 Assignment of the PA shall be accomplished on Exhibits A-1 and A-2, copies of which are attached to this PA.

- 13.03 Miscellaneous Assignments. No further assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### **ARTICLE 14. MISCELLANEOUS**

- 14.01 Terms used in this PA will have the meanings indicated in the General Conditions.
- 14.02 Successors and Assigns. Owner and System Vendor each binds itself, its partner, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 14.03 Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provisions or part thereof with a valid enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.
- 14.04 Entire PA and Amendments. The System Vendor and the Owner agree that this PA shall be and is the final expression of the PA of the parties and no modification or change of this PA or the waiver or forbearance of any provision of this PA shall be valid unless in writing and executed by the parties hereto.
- 14.05 Governing Law, Jurisdiction and Venue. This PA shall be deemed to have been fully executed and delivered within the State of Idaho. This PA shall be construed and enforced in all respects in accordance with the laws of the State of Idaho, without reference to its provisions with regard to conflicts of law. The state courts of Idaho shall have exclusive jurisdiction with regard to any dispute, controversy, action or proceeding arising out of or with regard to this PA, and the venue for any litigation and all other proceedings filed in the state courts of Idaho shall be the District Court in and for Twin Falls County, Idaho, and each of the parties hereto hereby irrevocably consents to said jurisdiction and venue.

IN WITNESS WHEREOF, Owner and System Vendor have caused this Procurement Agreement to be executed the day and year first above written.

Owner \_\_\_\_\_

System Vendor Veolia Water/I. Kruger Inc.

By \_\_\_\_\_

By \_\_\_\_\_  
[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices  
\_\_\_\_\_

Address for giving notices  
4001 Weston Parkway, Cary, NC 27513

Approved as to Form:  
\_\_\_\_\_

License No. \_\_\_\_\_

(Signature)

Agent for service of process: \_\_\_\_\_

(Title)

SECTION 00500

**EXHIBIT A-1  
to Procurement Agreement  
ASSIGNMENT OF CONTRACT**

The Contract between the Urban Renewal Agency of the City of Twin Falls (Owner) and System Vendor for furnishing Goods and Special Services under the Contract Documents entitled

“Project Climber Pretreatment Facility MBBR Equipment Pre-Purchase”

Is hereby assigned, transferred, and set over to \_\_\_\_\_  
(Installation Contractor), who shall be totally responsible for all work performed by the assigned and for the duties, rights and obligations of the Owner, not otherwise retained by the Owner, under the terms of the Contract between the Owner and System Vendor.

This assignment will be effective on the effective date of the Contract between the Owner and the Contractor for the General Construction Work.

ASSIGNMENT DIRECTED BY:

For: \_\_\_\_\_  
Owner

By: \_\_\_\_\_  
(Signature) (Title)

ASSIGNMENT ACKNOWLEDGED  
AND CONSENTED TO BY:

For: \_\_\_\_\_  
System Vendor

By: \_\_\_\_\_  
(Signature) (Title)

ASSIGNMENT ACCEPTED BY:

For: \_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
(Signature) (Title)

**SECTION 00500 – EXHIBIT A-2  
to Procurement Agreement  
ASSIGNMENT OF CONTRACT**

Surety hereby acknowledges and agrees that the Contract for furnishing Goods and Special Services under the Contract Documents entitled “Project Climber Pretreatment Facility MBBR Equipment Pre-Purchase” by and between the Urban Renewal Agency of the City of Twin Falls (Owner) and System Vendor may be assigned, transferred, and set over to \_\_\_\_\_ (Installation Contractor), in accordance with Article 13 of Agreement between Owner and System Vendor.

Surety further agrees that, upon assignment of the Contract, the Installation Contractor shall have all the rights of the Owner under the Performance Bond.

(Corporate Seal)

Surety

Company: \_\_\_\_\_

By: \_\_\_\_\_

Signature and Title  
(Attach Power of Attorney)

SECTION 00610 – PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as System Vendor, and \_\_\_\_\_ as Surety, are held and firmly bound unto the Urban Renewal Agency of the City of Twin Falls (Owner) in the sum of \_\_\_\_\_ dollars, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that said System Vendor has been awarded and is about to enter into the annexed Procurement Agreement with said Owner to perform the Work as specified or indicated in the Contract Documents entitled, "Project Climber Pretreatment Facility MBBR Equipment Pre-Purchase".

NOW THEREFORE, if said System Vendor shall perform all the requirements of said Contract Documents required to be performed on its part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alternations in the Work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said System Vendor and said Surety hereunder, nor shall any extensions of time granted under the provisions of said Contract Documents, release either said System Vendor or said Surety, and notice of such alternations or extensions of the Procurement Agreement is hereby waived by said surety.

IN WITNESS WHEREOF, we have hereunder set out hands this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

(SEAL)

(SEAL)

\_\_\_\_\_  
(System Vendor)

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Signature and Seal)

By: \_\_\_\_\_  
(Signature and Seal)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OR SURETY)

SECTION 00620 – PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as System Vendor, and \_\_\_\_\_ as Surety, are held and firmly bound unto the Urban Renewal Agency of the City of Twin Falls (Owner) in the sum of \_\_\_\_\_ dollars, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that said System Vendor has been awarded and is about to enter into the annexed Procurement Agreement with said Owner to perform the Work as specified or indicated in the Contract Documents entitled, "Project Climber Pretreatment Facility MBBR Equipment Pre-Purchase".

NOW THEREFORE, if said System Vendor, or subcontractor, fails to pay for any materials, equipment, or other supplied, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, reasonable attorney's fees to be fixed by the court. This bond shall insure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State law to as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the Work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contact Documents, shall not in any way release said System Vendor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said System Vendor or said Surety, and notice of such alterations or extensions of the Procurement Agreement is hereby waived by said Surety.

IN WITNESS WHEREOF, we have hereunder set out hands this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

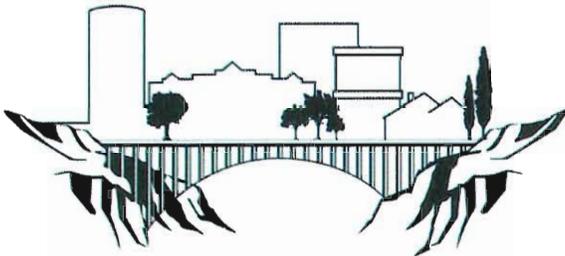
\_\_\_\_\_  
(System Vendor)

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Signature and Seal)

By: \_\_\_\_\_  
(Signature and Seal)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OR SURETY)



**THE URBAN RENEWAL AGENCY  
OF THE CITY OF TWIN FALLS**

**Date: December 8, 2014**

**To: Urban Renewal Agency of the City of Twin Falls**

**From: Jesse Schuerman, URA Staff Engineer**

**Request:**

Consideration of a request to approve a contract for asbestos abatement at the Rogerson Building, 149 Main Avenue East, to Intermountain Construction & Abatement for \$14,275.00.

**Background:**

In October, Columbia Technical Service was hired by Urban Renewal to inspect for asbestos within the Rogerson Building. The Columbia Technical Services Report recommended specific asbestos pipe and water tank insulation be removed prior to demolition. Staff estimated the cost of the abatement at \$16,323.00. Since the estimate is less than \$25,000 a public agency can select and hire one contractor to complete the work. Staff contacted 5 qualified contractors to provide bids to remove the asbestos. Those contractors were Intermountain Construction and Abatement, Northwest Technologies Inc., AAI Demolition, Thorpe Demolition and Excavation, and Ideal Demolition Services.

Three contractor bids were provided to Staff on November 21<sup>st</sup>. The low bid was submitted by Michael Ross of Intermountain Construction & Abatement for a total of \$14,275.00 and the work can be completed by January 31<sup>st</sup>.

**Approval Process:**

A quorum of the Board may approve to authorize the URA Executive Director to enter into a contract with Intermountain Construction & Abatement for \$14,275.00 in a public meeting.

**Budget Impact:**

The cost of \$14,275.00 for the abatement removal in January 2015.

**Conclusion:**

Staff recommends the Board approve this contract.

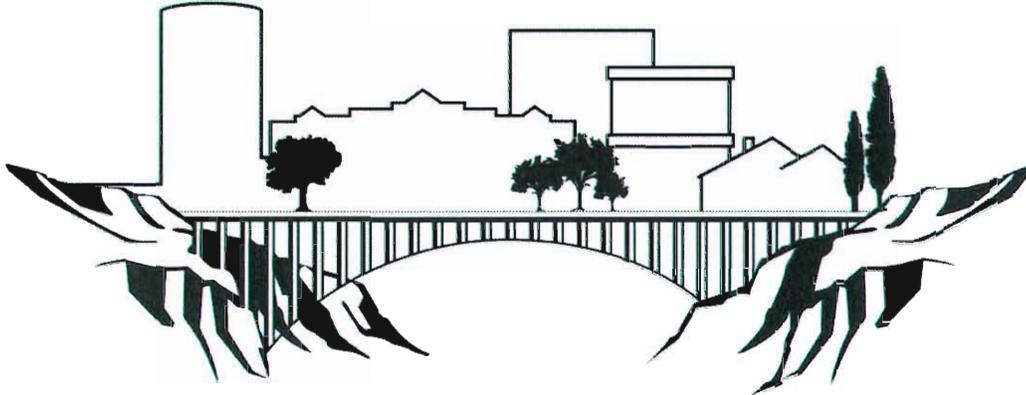
**Attachments:**

Draft Contract

Bid from Intermountain Construction & Abatement

Columbia Technical Service Report

# *Contract*



## **THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS**

PO Box 1907  
321 2<sup>nd</sup> Ave East  
Twin Falls, ID 83303-1907  
Phone: 208/735-7240  
Fax 208/736-2296

### ***PROJECT:***

***Rogerson Building  
149 Main Ave. East  
Asbestos Abatement***

**Attached Proposal Submitted by:**

Michael Ross  
Intermountain Construction and Abatement  
25 East Fairview Ave., Ste 200  
Meridian, Idaho 83642  
Phone: 208-288-2505

**Project Description:**

The proper removal, transportation, and disposal of asbestos-containing waste to an EPA approved landfill. The asbestos containing waste includes 1,220 linear feet of pipe insulation and 170 square feet of water tank insulation as determined within Columbia Technical Services Report.

**Job Name:** Asbestos Abatement  
Rogerson Building  
149 Main Ave. East

**Urban Renewal Contact:** Jesse Schuerman  
**Phone:** 208-735-7252

We propose hereby to furnish all equipment, material and labor in accordance with all applicable EPA, Nation Emission Standards of Hazardous Air Pollutants (NESHAP), Federal, State, local regulations, and enclosed special provisions. This proposal for work contemplated herein was submitted on a lump sum price basis.

Any alterations or deviation from the Standards above which involve extra cost will be executed only as per written orders and shall become an addition or deduction to the bid amount of the original, attached proposal. All costs incurred due to strikes, accidents or other delays shall be the Contractor's responsibility. Final payment will be made after all work has been completed and all work has been accepted by the City of Twin Falls.

The work start date shall be January 1, 2015. The work contemplated within this contract will take 30 (thirty) calendar days or less to complete upon commencement of work. For projects over \$10,000, a \$100 per day forfeiture for non-completion of work within aforementioned calendar days will be deducted from the amount owed the Contractor as per the Standard Specifications.

\_\_\_\_\_  
Contractor (authorized signature) Title \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR'S LICENSE # Date of Expiration \_\_\_\_\_

The Contractor shall carry asbestos liability insurance in the minimum amount of \$1,000,000 and workman's compensation insurance.

\_\_\_\_\_  
Workman's Compensation Carrier

\_\_\_\_\_  
Date of Expiration

\_\_\_\_\_  
Liability Insurance Carrier

\_\_\_\_\_  
Date of Expiration

Prior to contract execution by the Urban Renewal Agency, the Contractor shall submit:

Certificates of insurance  
Idaho State Form WH-5, for Public Works Projects over \$10,000  
Department of Treasury Form W-9, if not incorporated.

Acceptance of Proposal: The prices as shown in this contract and attached proposal are satisfactory and are hereby accepted. Intermountain Construction and Abatement is authorized to do the work as specified.

\_\_\_\_\_  
Name and Title (for the Urban Renewal Agency)

\_\_\_\_\_  
Date

201 SPECIAL PROVISIONS:

- 201.01 The Contractor is responsible for removing all specified asbestos materials from the site and disposing of it properly off site.
- 201.02 The Contractor is responsible for locating, preserving, and protecting all existing utilities.
- 201.03 The Contractor is responsible for acquiring all necessary permits required to perform the work.
- 201.04 It is the Contractor's responsibility to be familiar with the site and work required. Contact Jesse Schuerman at 735-7252 with questions and for site access.

Please bid the item(s) marked. If any additional explanation is required please indicate in the spaces provided below.

Bid Item	Description	Quantity	Unit Price	Total Amount
1	Asbestos Abatement	<u>1</u>	ls @ 14,275.00/ls	= \$14,275.00
<b>GRAND TOTAL =</b>				<b>\$14,275.00</b>

NOTES: LINEAR FEET=lf; SQUARE YARDS=sy; EACH=ea; LUMP SUM=ls.

Intermountain  
Construction &  
Abatement

Phone: 208-288-2505

Fax: 208-288-2580

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November 21, 2014

J Schuerman  
Engineering Department  
City of Twin Falls  
Twin Falls, Idaho 83303

Project:  
161 Main Avenue South  
Twin Falls, Idaho 83303

Dear Mr. Schuerman,

Intermountain Construction & Abatement, (ICA), proposes to provide Asbestos services necessary for the project listed above, for the sum of **FORTEEN THOUSAND TWO HUNDRED SEVENTY FIVE DOLLARS (\$14,275.00)**.

**Includes:** 1,220 ln. ft. of TSI & water tank jacket

This bid includes labor, materials, transportation and disposal of asbestos-containing waste at an EPA approved landfill. Removal will take place in a workman-like manner and in accordance with all applicable EPA, NESHAP, Federal, State and local regulations.

This bid further includes \$1,000,000 Asbestos Liability Insurance/Commercial General Liability /Auto Liability and State of Idaho Workers Compensation.

If Bonding is required, add 3% to this bid.

If you have any questions regarding this, please give me a call at (208)288-2505 or my cell at (208)573-4416.

Sincerely,

*Michael Ross*

Michael Ross

# COLUMBIA TECHNICAL SERVICE

PO Box 166 • BLISS, ID 83314 • (208) 490-1284

OCTOBER 3, 2014

## - ASBESTOS INSPECTION -

OLD RODGERSON HOTEL  
161 Main Avenue South  
Twin Falls, Idaho 83301

For

Melinda Anderson  
City of Twin Falls  
P.O. Box 1907  
Twin Falls, Idaho 83303-1907

Columbia Technical Service arrived on the site September 30, 2014 to take bulk asbestos samples of suspect material in the building.

This building is scheduled for renovation or demolition.

Columbia Technical Service took nineteen (19) bulk samples as follows:

Sample ROG-01	Ceiling texture	Room 16	No asbestos detected
Sample ROG-02	Ceiling texture	Room 24	5% Chrysotile Asbestos
Sample ROG-03	Ceiling texture	East hall	No asbestos detected
Sample ROG-04A	Sheet vinyl flooring	Room 27	No asbestos detected
Sample ROG-04B	Sheet vinyl mastic	Room 27	No asbestos detected
Sample ROG-05A	Sheet vinyl flooring	Restroom by 27	No asbestos detected
Sample ROG-05B	Sheet vinyl mastic	Restroom by 27	No asbestos detected
Sample ROG-06A	9X9 Floor tile	Basement	5% Chrysotile Asbestos
Sample ROG-06B	Floor tile mastic	Basement	2% Chrysotile Asbestos
Sample ROG-07A	9X9 Floor tile	Basement	5% Chrysotile Asbestos
Sample ROG-07B	Floor tile mastic	Basement	No asbestos detected
Sample ROG-08A	9X9 Floor tile	Basement	No asbestos detected
Sample ROG-08B	Floor tile mastic	Basement	No asbestos detected
Sample ROG-09	Water tank insulation	Basement	15% Chrysotile Asbestos
Sample ROG-10	Ceiling tile (NW room)	Main floor	No asbestos detected
Sample ROG-11	Ceiling tile (North room)	Main floor	No asbestos detected
Sample ROG-12	Ceiling tile (Fit for Life)	Main floor	No asbestos detected
Sample ROG-13	Ceiling tile (Room 21)	2nd floor	No asbestos detected
Sample ROG-14	Roofing material	Roof	No asbestos detected

ASSUMED ASBESTOS CONTAINING MATERIAL (ACM) FOUND BY THIS INSPECTION:

Air cell pipe insulation	Basement and attic above main floor	Approx. 1,220 LF
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TESTED ASBESTOS CONTAINING MATERIAL (ACM) FOUND BY THIS INSPECTION:

9X9 Floor tile and mastic	Basement	Approx. 865 SF
Water tank insulation	Basement	Approx. 170 SF
Ceiling texture	Room 24 (additional testing may be required)	Unknown amount

The above air cell pipe and water tank insulation will have to be removed prior to demolition or renovation

The above ceiling texture and floor tile will not have to be removed if the building is demolished, but will have to be removed if disturbed during renovation.

If any ACM is removed it will have to be removed by a Certified Asbestos Abatement Contractor.

The following enclosures are included with this report:

Copy of Laboratory report from MSE.  
Accreditation from Robert Johnson for Asbestos Inspector.



Robert T. Johnson - Owner  
Columbia Technical Service



**McCall and Spero  
Environmental, Inc.**

Specialists in Microanalysis

1831 Williamson Court • Suite 100 • Louisville, KY 40223  
Phone (502) 244-7135 • (800) 841-0180 • FAX (502) 244-7136

E-mail: [customerservice@mselabs.com](mailto:customerservice@mselabs.com) • Website: [www.mselabs.com](http://www.mselabs.com)

Date: October 1, 2014  
Attention: Robert Johnson  
Columbia Technical Service  
Subject: Analysis of bulk samples for asbestos mineral fibers by Polarized Light  
Microscopy (PLM) with Dispersion Staining (EPA/600/R-93/116)  
RE: MSE-PO14CTS  
Rodgerson Building, Twin Falls Project

Dear Mr. Johnson:

McCall & Spero Environmental, Inc. has completed the analyses of the bulk samples we received from your offices on October 1, 2014. These samples represent the bulk samples from the Rodgerson Building, Twin Falls Project.

The PLM bulk analysis was performed according to the "Method of the Determination of Asbestos in Bulk Building Materials", R. L. Perkins and B. W. Harvey (EPA/600/R-93/116).

The results for the nineteen (19) samples are summarized in the following report. Please note that for samples consisting of two or more distinct components, each component is analyzed and reported individually (EPA 40 CFR Part 61 [FRL-4821-71]).

Thank you for consulting McCall & Spero Environmental, Inc. Should you have any questions concerning these results, please contact our office.

Sincerely,

M. Allison Brown, B.A.  
Laboratory Director

## SUMMARY OF PLM BULK ANALYSIS RESULTS

Page 1

Project Name: Rodgerson Building, Twin Falls Project  
McCall & Spero Environmental Project No. MSE-PO14CTS

MSE # PO14CTS-	SAMPLE # DESCRIPTION	ASBESTOS TYPE & %	OTHER FIBROUS MATERIAL & %	% NON-FIBROUS MATERIAL	COLOR
001	ROG-01 Texture	ND	Cellulose / 2%	98%	Gray
002	ROG-02 Texture	CH / 5%	Cellulose / 2%	93%	Gray
003	ROG-03 Texture	ND	Cellulose / 2%	98%	Gray
004 (A)	ROG-04 (A) Sheet Vinyl	ND	Cellulose / 35%	65%	Gray
004 (B)	ROG-04 (B) Mastic	ND**	Cellulose / 2%	98%	Yellow
005 (A)	ROG-05 (A) Sheet Vinyl	ND	Cellulose / 35%	65%	Gray
005 (B)	ROG-05 (B) Mastic	ND**	Cellulose / 2%	98%	Yellow
006 (A)	ROG-06 (A) Floor Tile	CH / 5%	Cellulose / 2%	93%	Gray
006 (B)	ROG-06 (B) Mastic	CH / 2%	Cellulose / 2%	96%	Black
007 (A)	ROG-07 (A) Floor Tile	CH / 5%	Cellulose / 2%	93%	Gray
007 (B)	ROG-07 (B) Mastic	ND**	Cellulose / 2%	98%	Black
008 (A)	ROG-08 (A) Floor Tile	ND	Cellulose / 40%	60%	Black
008 (B)	ROG-08 (B) Mastic	ND**	Cellulose / 2%	98%	Black
009	ROG-09 Insulation	CH / 15%	Cellulose / 15% Glass / 15%	55%	Gray
010	ROG-10 Ceiling Tile	ND	Cellulose / 60% Glass / 25%	15%	Gray

McCall & Spero Environmental, Inc.

## SUMMARY OF PLM BULK ANALYSIS RESULTS

Page 2

MSE # PO14CTS-	SAMPLE # DESCRIPTION	ASBESTOS TYPE & %	OTHER FIBROUS MATERIAL & %	% NON-FIBROUS MATERIAL	COLOR
011	ROG-11 Ceiling Tile	ND	Cellulose / 60% Glass / 25%	15%	Gray
012	ROG-12 Ceiling Tile	ND	Cellulose / 60% Glass / 25%	15%	Gray
013	ROG-13 Ceiling Tile	ND	Cellulose / 60% Glass / 25%	15%	Gray
014	ROG-14 Roofing Material	ND**	Cellulose / 15% Glass / 25%	60%	Black / Silver

### NOTES:

ND = None Detected      CH = Chrysotile      A = Amosite      AC = Actinolite  
CR = Crocidolite      AN = Anthophyllite      TR = Tremolite

For samples consisting of separate components, each component is analyzed and reported separately.

Results apply only to items tested. Quantification is accurate to within  $\pm 10\%$ . Results from this report must not be reproduced, except in full, with the approval of McCall & Spero Environmental, Inc. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government.

\*\* EPA recommends that bulk materials found negative for asbestos or less than one percent asbestos by polarized light microscopy that fall into one of five dominantly nonfriable categories be reanalyzed by an additional method, such as transmission electron microscopy. (EPA Notice of Advisory, FR Vol. 59, No. 146 & Test Method EPA 600/ R-93/ 116).

Analyst: M. Allison Brown, B.A.



McCall & Spero Environmental, Inc.





UNIVERSITY OF UTAH  
SCHOOL OF MEDICINE

Rocky Mountain Center for  
Occupational & Environmental Health

Department of Family & Preventive Medicine  
391 Chipeta Way, Suite C  
Salt Lake City UT 84108  
Phone: (801) 581-4055  
Fax: (801) 585-5275

*THIS CERTIFIES THAT*

**Robert Johnson**

*HAS COMPLETED THE REQUISITE TRAINING FOR  
ASBESTOS ACCREDITATION UNDER TSCA TITLE II*

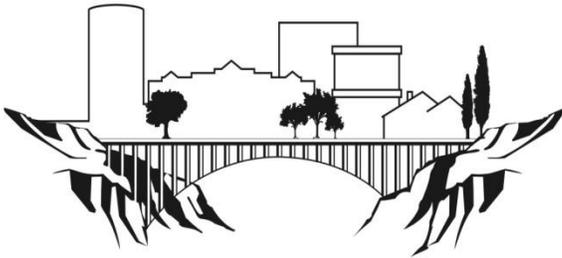
ATTENDED AN ANNUAL REFRESHER COURSE IN  
PRACTICES AND PROCEDURES IN  
ASBESTOS ABATEMENT

**Asbestos Inspector/Management Planner  
Refresher**

DATE: March 7, 2014  
NUMBER: **140241**  
EXPIRES: March 7, 2015  
CREDITS: 0.80 CEUs / 1.34 ABIH CM Points

A handwritten signature in cursive script that reads "Connie Crandall".

Connie Crandall, MBA, MA  
Continuing Education Director



**THE URBAN RENEWAL AGENCY  
OF THE CITY OF TWIN FALLS**

---

**Date:** December 8, 2014

**To:** Urban Renewal Agency of the City of Twin Falls

**From:** Melinda Anderson, URA Executive Director

**Request:**

Request to direct staff to seek demolition bids for the Rogerson Building.

**Background:**

As Otak has recommended the Downtown Commons/fountain plaza be relocated to the site of the current Rogerson building, staff believes this would be the best time to seek demolition bids for the building. The Rogerson site provides the best opportunity to provide a permanent signature public space along Main Avenue in Downtown Twin Falls. The site, combined with space within the Main Avenue and Hansen Street rights-of-way, can be designed to accommodate year-round special events, concerts, a splash plaza area, ice skating rink space, and other activities. The sites location along Hansen Street is also beneficial given that this corridor is envisioned as a future "green street" with enhancements and amenities to support walking and bicycling, in a similar vein to the improvements envisioned for Main Avenue.

The Rogerson building has never been considered for a place on the National Historic Registry as its exterior and interior have been extensively remodeled since its construction in 1908. It no longer resembles the hotel it was once, plus the 3<sup>rd</sup> floor burnt and was demolished. In the 1960s and 70s it was turned into a mini-mall. The cost to upgrade the building to current building codes is estimated in the millions due to the need for new roof, new electrical/plumbing/mechanical upgrades, and shoring up the basement foundation.

Because the cost to demolish the building, take out the utilities, and fill in the basement could be over \$100,000 staff will need to publish a public bid. In addition, staff may talk with contractors about the possibility of a separate salvage bid from the demolition or include that aspect in the demolition bid.

We hope to bring back bids by the February board meeting.

**Approval Process:**

Approval by a majority of the Board.

**Budget Impact:**

None at this time.

**Conclusion:**

Staff would begin this process once the Board approves this direction.