



CITY OF TWIN FALLS, IDAHO

CITY COUNCIL
MEETING NOTICE

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The Monday, May 18, 2015, regularly scheduled City Council Meeting will begin at **4:00 p.m.**, in the City Council Chambers located at 305 Third Avenue East, with presentations from the following Municipal Powers Outsource Grants (MPOG) applicants:

1. Art Guild of the Magic Valley
2. Boys and Girls Clubs of Magic Valley
3. CASA – Court Appointed Special Advocates
4. Crisis Center of Magic Valley
5. Interfaith Volunteer Caregivers of Magic Valley
6. Jubilee House, Inc.
7. Magic Valley Arts Council
8. Salvation Army
9. Trans IV
10. Twin Fall Senior Center
11. Wellness Tree Clinic

[The regular agenda will begin after the MPOG presentations.](#)

Leila A. Sanchez
Deputy City Clerk/Recording Secretary

COUNCIL MEMBERS:

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



AGENDA

**Meeting of the Twin Falls City Council
Monday, May 18, 2015
City Council Chambers - 305 3rd Avenue East -Twin Falls, Idaho**

4:00 P.M.	Purpose:	By:												
Presentations from Municipal Powers Outsource Grants (MPOG) Applicants.	Presentations/ Action	Mandi Thompson												
<table border="0"> <tr> <td>1. Art Guild of the Magic Valley</td> <td>6. Jubilee House, Inc.</td> </tr> <tr> <td>2. Boys and Girls Clubs of Magic Valley</td> <td>7. Magic Valley Arts Council</td> </tr> <tr> <td>3. CASA – Court Appointed Special Advocates</td> <td>8. Salvation Army</td> </tr> <tr> <td>4. Crisis Center of Magic Valley</td> <td>9. Trans IV</td> </tr> <tr> <td>5. Interfaith Volunteer Caregivers of Magic Valley</td> <td>10. Twin Fall Senior Center</td> </tr> <tr> <td></td> <td>11. Wellness Tree Clinic</td> </tr> </table>	1. Art Guild of the Magic Valley	6. Jubilee House, Inc.	2. Boys and Girls Clubs of Magic Valley	7. Magic Valley Arts Council	3. CASA – Court Appointed Special Advocates	8. Salvation Army	4. Crisis Center of Magic Valley	9. Trans IV	5. Interfaith Volunteer Caregivers of Magic Valley	10. Twin Fall Senior Center		11. Wellness Tree Clinic		
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	11. Wellness Tree Clinic													
PLEDGE OF ALLEGIANCE TO THE FLAG														
CONFIRMATION OF QUORUM														
CONSIDERATION OF THE AMENDMENTS TO THE AGENDA														
PROCLAMATIONS: Public Works Week “Community Begins Here” – Jon Caton, Public Works Director														
I. CONSENT CALENDAR:	Purpose:	By:												
1. Consideration of a request to approve the Accounts Payable for May 12-18, 2015.	Action	Sharon Bryan												
2. Consideration of a request to approve the April 13, 2015 and April 27, 2015, City Council Minutes.	Action	Leila A. Sanchez												
3. Consideration of a request to approve the Improvement Agreement for Sackett Farm Subdivision No. 2.	Action	Troy Vitek												
4. Consideration of a request to approve the Trust Agreement for Sackett Farm Subdivision No. 2, placing Lot 2, Block 1 and Lot 1, Block 2 into trust.	Action	Troy Vitek												
II. ITEMS FOR CONSIDERATION:	Purpose:	By:												
1. Consideration of a request to approve the Western Days Event and Parade Application. The Western Days event is scheduled to be held on May 29–31, 2015. The Western Days Parade is scheduled to be held on May 30, 2015.	Action	Dennis Pullin												
2. Consideration of a request to approve the Mutual Aid And Assistance Agreement for Idaho Intrastate Water/Wastewater Agency Response Network (IDWARN) to allow City Water and Wastewater utilities participation.	Action	Rob Bohling												
3. Consideration of a request to award a contract to Star Construction LLC of Star, Idaho, for the Jayco Lift Station Improvements project in the amount of \$310,096.00, and to be reimbursed by the State through the Community Block Grant for Clif Bar.	Action	Jason Brown												
4. Consideration of a request to award a contract to ECS Environmental Solutions for a Biotower System to be located on Canyon Springs Road, adjacent to the Perrine Coulee, in the amount of \$99,000.00.	Action	Troy Vitek												
5. Consideration of a request to award a contract to Petersen Brothers Construction for the Terminal Expansion & Remodel Project in the amount of \$3,915,836.	Action	Bill Carberry												
6. Public input and/or items from the City Manager and City Council.														
III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:														
IV. PUBLIC HEARINGS:	6:00 P.M. – None													
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.

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.**



Monday, May 18, 2015 City Council Meeting

To: Honorable Mayor and City Council

From: Mandi Thompson, Grant Manager

Request:

Five (5) Minute Presentations from Municipal Powers Outsource Grants (MPOG) Applicants.

Time Estimate:

Each of the applicants has been given up to five (5) minutes for their report, plus any additional time needed to address questions presented by Council members. There are 11 eligible applicants; I anticipate approximately 1 hour to 1 ¼ hours for the presentations and questions/answers.

Background:

On Friday, April 17, 2015, the announcement was made that the City was accepting applications for the 2015 Municipal Powers Outsource Grant program. Applications were due to be received by the City by Monday, May 4th at 4:00 PM. The applications were reviewed by City Attorney Fritz Wonderlich to determine eligibility for the funds. A total of 10 applications were received and all of them met the eligibility requirements. Those 10 applicants will be making their 5 minute presentations tonight. A presentation schedule is attached.

Budget Impact:

There is \$78,839 in the FY 2015 Budget for MPOG Grants.

Regulatory Impact:

There is no regulatory impact

Conclusion:

Attachments: Order of presentations and original applications.



Twin Falls City Council Meeting

Municipal Powers Outsource Grants Presentation Schedule

Monday, May 18, 2015
4:00 p.m.

4:00 – 5:30 p.m.

1. Art Guild of the Magic Valley
2. Boys and Girls Clubs of Magic Valley
3. CASA – Court Appointed Special Advocates
4. Crisis Center of Magic Valley
5. Interfaith Volunteer Caregivers of Magic Valley
6. Jubilee House, Inc.
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10. Twin Fall Senior Center
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Each applicant will be allowed **5 minutes maximum** to make their presentation to City Council. Please be prepared for questions as well.

2015 Municipal Powers Outsource Grants Application

Organization: Art Guild of Magic Valley Inc.

Contact: Art Hoag

Phone: 208-421-1311

Email: art@maryalicepark.org

1. The Art Guild of Magic Valley is a federally designated 501(c)3 by the Internal Revenue Service.
2. The Art Guild was established in 1956 and incorporated in 1962 for the purpose of promoting and supporting the visual arts throughout the Magic Valley.
3. **Goals of Art Guild of Magic Valley Inc.**
 - 1) Promote and support visual arts throughout the Magic Valley.
 - 2) Create a working art center downtown Twin Falls for the purpose of teaching and showing art.

In December 2009 Mary Alice Park located at 436 Main Avenue North in Twin Falls was donated to the Art Guild of Magic Valley Inc. in hopes of one day creating a downtown art center. The park serves as the home base for the Art Guild and is available for our community to use.

Over the past 6 years the park has continued to develop and be maintained through volunteer support. The use of park by groups and individuals' has continued to increase. Over the past year 300 -400 persons a month have used the park.

Civic groups, school groups, church groups & families use the park. The park is used for weddings, funerals, plays, school study halls, small art shows to mention a few of the activities.

Needs

- Support in operational cost for utilities water & power which runs about \$1,000.00 a year
- Mary Alice Park is providing service to Magic Valley High School as a study hall and recess area, the park serves as Art Guild home base, it serves as a community family friendly gathering area.
- I believe the park is an asset City's Strategic Plan and Mission Statement?
- I believe city funding is valuable in long-term operation and maintenance of Mary Alice Park.

2015 Municipal Powers Outsource Grants Application

Organization: Interfaith Volunteer Caregivers of Magic Valley

Contact: Edie Schab

Phone: 733.6333

Email: ivcofmv@gmail.com

Demonstration of Need

IVC serves elderly, frail, disabled and chronically ill people who can no longer manage some routine living activities. IVC volunteers provide the following services: transportation, friendly visits/companionship, housekeeping chores, yard maintenance, snow removal, home modification projects including building and installing wheel chair ramps as well as simple home repairs. A primary need addressed by IVC is non-Medicaid funded transportation to vital medical appointments which allows people access to health care providers. Transportation is also provided for essential errands such as grocery shopping, banking and pharmacy visits. IVC volunteers, using their own vehicles, provide transportation to vulnerable people who no longer drive. As a result of IVC services, people are able to remain safe and independent in their own homes and not be forced into care facilities thereby saving taxpayer dollars.

With the "Baby Boomer" generation entering retirement age, increased life expectancy and decreasing birth rates, the proportion of older people continues to increase. The fastest senior growth population is in the Intermountain West, Southeast and Texas. Idaho in particular is a popular retirement location due to our low cost of living. The need for elderly transportation services in Twin Falls will continue to grow exponentially during the next 10 years as Baby Boomers become the next wave of elderly needing our services.

The health of IVC participants who are Twin Falls residents is dramatically improved as they are able to see their physicians, physical therapists, pharmacists and other health care providers. Without this most critical service, individuals would be unable to access needed health services resulting in failing health. Then the individual moves into a crisis situation. These citizens then need other costly transportation like ambulances and often require extensive costly hospitalizations. Transporting vulnerable citizens furthers both IVC and Twin Falls City's mission by allowing access to health related professionals which contributes to a healthier community.

Many factors influence mobility of older people. Traveling, even short distances, always presents an extra effort for the elderly. It can be confusing for some older people to use public transportation. Often times, they get appointment dates and times confused. IVC is able to contact health care providers to verify dates and times. Vision and hearing loss affect seniors as does confusion about ride coordination and planning decisions. IVC gets to personally know their participants so they feel comfortable knowing they can rely on an IVC volunteer rather than coordinating rides with public transportation. Older people are slower in their movements, cognition and reaction. As a result, public transportation is often too fast for seniors.

Partnerships

IVC partners with many local organizations including: CSI's Area Office on Aging, Living Independent Network Corporation, St. Luke's M.V. Medical Center and MSTI, Idaho Dept of Health & Welfare, Salvation Army, South Central Community Action Partnership, Davita Kidney Dialysis Center, South Central District Health, The United Way of SCID, Habitat for Humanity, Idaho Commission for the Blind & Visually Impaired, Twin Falls County Emergency Coordinator – Jackie Frey, Progressive Behavioral Systems, Family Health Services as well as area home health and hospices.

IVC is the last resort. If someone doesn't qualify for another program, waiting lists too long or the agency does not provide a specific IVC service, then and only then will IVC step in to help. Therefore, IVC partners with many area organizations ensuring there are no duplication of services or to verify if someone qualified for their program.

New partnerships are being established now with IVC. Per the organization's 3 year strategic plan, we will be expanding soon to serve Blaine County as they have numerous critical unmet needs. As one community leader stated, "We are not all rich and beautiful up here!"

Performance Measures

Semi-annual surveys will be given to participants and volunteers to rate IVC services. Surveys will be summarized and tabulated by the Grant Administrator (Director) and a report sent to the Twin Falls City Council. IVC will utilize the Participant and Volunteer Feedback Surveys to determine issues regarding satisfaction of participants and volunteers.

Monthly reports submitted by IVC volunteers will be tabulated then data tracked and analyzed to determine increase in transportation mileage, participants served and services provided. IVC's director will compile data into a report which will be supplied to each Board member at regular monthly Board meetings. This tool will provide IVC's board members with an accurate picture of progress made and funds spent.

Work Plan

IVC will use MPOG funds to reimburse its volunteers for mileage driven while using their own vehicles at 0.555 cents per mile. This reimbursement is for fuel and maintenance costs as well as vehicle wear and tear. IVC is requesting \$15,000 from the Municipal Powers Outsource Grant fund to reimburse its volunteers for mileage driven transporting elderly, disabled or chronically ill people to health related appointments and or essential errands.

The timeline of people served with transportation to health related appointments and essential errands are as follows: People Transported: 1st Qtr - 575 people will be served, 2nd Qtr - 650 people will be served, 3rd Qtr - 675 people will be served, 4th Qtr - 600 people will be served. Total for 2015-16 = 2,500 people transported within Twin Falls city limits.

Budget

Please see attachment of Project Budget Planning Checklist and Worksheet.

Sustainability

IVC and its services (programs) have been serving Twin Falls city for 18 years. IVC's transportation service will continue long after the MPOG funding cycle. Mileage reimbursement to volunteers who use their own vehicles to transport participants for medically related services must continue because IVC's participants would not otherwise have access to health care or the opportunity to get groceries.

IVC participants do not qualify for other services/programs or have the necessary resources to receive them therefore they would not have access to transportation or health care. Transportation services will be an ongoing need for which IVC will continue to raise money via special events, solicitation from donors as well as ongoing grant requests.

PROJECT BUDGET PLANNING CHECKLIST & WORKSHEET

IVC Transportation Service

Budget Period/Time Frame: June 1, 2015 – May 31, 2016

ITEM	DESCRIPTION / CALCULATIONS	TOTAL VALUE:	MATCHING RESOURCES:		GRANT RESOURCES:	
			AMOUNT	SOURCE	AMOUNT	SOURCE
A. SALARIES						
Executive Director (Project Manager, Volunteer-Participant Coordinator, Grant Administrator)	\$40,560/yr (2080 hrs @ \$19.50/hr)	\$40,560	\$40,560	TFHIT Idaho Community Foundation TF County Unrestricted Donations	0	NA
Program staff:						
Administrative Assistant (Volunteer-Participant Coordinator)	\$4,800/yr (2080 hrs @ \$10.00/hr)	\$4,800	\$4,800	Jerome County Unrestricted Donations	0	NA
Other						
TOTAL SALARIES:		\$45,360	\$45,360		0	NA
B. EMPLOYEE-RELATED EXPENSES (EREs):						
FICA	7.65% x \$40,560 7.65% x \$4,800	\$3,470	\$3,470	Idaho Community Foundation Unrestricted Donations	0	NA
State unemployment insurance	\$1600/yr	\$1,600	\$1,600	Unrestricted Donations	0	NA
Health insurance	\$4,020/yr	\$4,020	\$4,020	Unrestricted Donations	0	NA
Workers' compensation	\$1087/yr	\$1,087	\$1,087	Unrestricted Donations	0	NA
Other						
TOTAL EREs:		\$10,177	\$10,177		0	NA

ITEM	DESCRIPTION / CALCULATIONS	TOTAL VALUE:	MATCHING RESOURCES:		GRANT RESOURCES:	
			AMOUNT	SOURCE	AMOUNT	SOURCE
C. CONTRACTUAL SERVICES:						
Volunteers Donated Hours - Transportation	1991 hrs x \$16.49/hr	\$32,831	\$32,831	IVC Volunteers	0	NA
TOTAL CONTRACTUAL SVCS:		\$32,831	\$32,831		0	NA

D.	ITEM	DESCRIPTION / CALCULATIONS	TOTAL VALUE:	MATCHING RESOURCES:		GRANT RESOURCES:	
				AMOUNT	SOURCE	AMOUNT	SOURCE
	SPACE COSTS:						
	Office rent (monthly)	\$573/month	\$6,876	\$6,876	Gerald Martens		
	Utilities	Included in rent	\$0.00				
	Other:						
	TOTAL SPACE COSTS:		\$6,876	\$6,876		0	NA
E.	EQUIPMENT: RENTAL, LEASE OR PURCHASE						
	Office equipment (list):						
	Copy Machine (lease)	\$25/month	\$300	\$300	Idaho Community Foundation	0	NA
	Other (list):						
	TOTAL EQUIPMENT:		\$300	\$300		0	NA
F.	SUPPLIES AND MATERIALS:						
	Office/desktop supplies	\$35/month	\$420	\$420	Unrestricted Donations	0	NA
	Copying supplies		\$0.00				
	Program-related supplies		\$0.00				
	Program-related materials		\$0.00				
	Other		\$0.00				
	TOTAL SUPPLIES/MATERIALS:		\$420	\$420		0	NA
	ITEM	DESCRIPTION / CALCULATIONS	TOTAL VALUE:	MATCHING RESOURCES:		GRANT RESOURCES:	
				AMOUNT	SOURCE	AMOUNT	SOURCE
G.	TRAVEL						
	Local mileage for staff (___ ¢/mi x ___ miles)		\$0.00				
	Out-of-area travel: Transportation, lodging, meals, etc. (list):		\$0.00				
	Volunteer mileage reimbursement (miles x 0.555 ¢/mile)	(48,000 miles/yr @ 0.555 ¢/mile = \$26,640)	\$26,640	\$11,640	St. Luke's CHIF	\$15,000	MPOG funds
	TOTAL TRAVEL:		\$26,640	\$11,640		\$15,000	MPOG funds
H.	BUILDING COSTS:						
	Land		\$0.00				
	Materials		\$0.00				
	Construction, renovation, etc.		\$0.00				
	TOTAL BUILDING COSTS:		\$0.00				



**BOYS & GIRLS CLUBS
OF MAGIC VALLEY**

2015 Municipal Powers Outsource Grants Application

Organization: Boys & Girls Clubs of Magic Valley

Contact: Lindsey Westburg

Phone: 208-736-7011 ext. 103

Email: lwestburg@bgcmv.com

Brief Overview of the Organization

The Boys & Girls Clubs of Magic Valley has been in existence for 21 years this August 2015, serving kids ages 5-18 in the areas of education, character & leadership development, healthy life choices, the arts and sports & fitness. The mission of the Boys and Girls Club is to enable all young people, especially those who need us most, to reach their full potential as productive, caring and responsible citizens. We believe that every child deserves a great future. We offer a premier youth development experience with the highest quality programming and opportunities for success.

The efforts of the Boys & Girls Clubs recently have led to programs that reach 3,000 kids annually. We start each day with a kindergarten program (in partnership with Twin Falls School District) that helps parents who do not have care for the other “half day” not provided by the school system. This program is filling a need of the Twin Falls community, as there is no transportation provided for kindergarten students to get to and from school. We then proceed to after-school activities for a large population of elementary and middle school kids, with programs ranging from education (Power Hour, Robotics, & Club Tech), arts (Music & Art), fitness, health and life skills (Positive Action, SMART Moves, & Basic Training), and character and leadership development (Jr. Staff, Club Kid of the Year, Youth of the Year). We then conclude each day with evening activities and programs that reach an older audience, teaching necessary life skills (Activ8 & ELEV8 teen program, Nurturing Parenting). All in all, the Boys & Girls Clubs opens each day at 7am and does not close its doors typically until 10-10:30pm, serving kids the entire time.

Demonstration of Need

The Boys and Girls Clubs are providing a safe, positive environment for thousands of kids to attend before and after school. These kids would otherwise be going home to no parental supervision. This is also referred to as the “danger zone” (from 3:30- 6:30pm) when parents are not home and children are left unattended. The Boys & Girls Clubs is the only after school program that provides transportation to our facility from seventeen different schools in the Magic Valley. The Boys and Girls Clubs will continue to provide a safe, positive place for kids and continue to align with the mission of the City of Twin Falls to enhance and serve our community. There are countless testimonials from local members of the Boys and Girls Clubs of Magic Valley who tell stories of how the Club has changed their lives and offered them hope when all other paths would have led to a destructive life style. Through city funds we will be able to provide quality programming, mentors and equipment/supplies.

Partnerships

As mentioned above the Club collaborates with several community partners. These include but are not limited to: CASA, Snake River Detention Center, Twin Falls School District, Safe House, Twin Falls Optimist Clubs, South Central District Health, Department of Health & Welfare, College of Southern Idaho, U of I Extension Center, and Twin Falls County Youth Baseball. We are always looking for the opportunity to help others or use resources that are available in our community. We know and understand the value of partnering with other agencies to enhance our program.

Performance Measures

Because most of our measurements are numerical, we rely on our Club member tracking system (KidTrax Member Tracking Software) to detail every single activity we offer at the Boys & Girls Club. We track every occurrence of a particular program, how many children are enrolled in that program, as well as how often and how long those children attend the program. All of these numerical values are compiled by the software system to enable us to generate accurate reports for every single thing we do. Additionally, we administer pre and post-tests to our Club members within each program at the beginning and end of each quarter to track and measure specific outcomes we wish to reach, as well as our Club members’ enjoyment, satisfaction, and progress within our programs. An example of a measurable desired outcome would be the increased physical activity level, healthier life

choices, stronger knowledge of healthy lifestyles, and overall better health of our Club members enrolled in our fitness academy. This can be measured through the administration of physical and athletic assessments, as well as overall fitness and healthy lifestyle knowledge. We will promote, encourage and track physical activity throughout the duration of the program to track each participant's progress and ensure that we are accomplishing the expected results and outcomes of the program. The assessments from the beginning of each quarter will be compared to those at the end of each quarter to demonstrate where growth and improvement has occurred in each Club member. Additionally, each year we administer the National Youth Outcomes Initiative (NYOI) Survey to each of our Club members aged 9 and older to assess our Club members' individual needs and desires, as well as obtain their direct feedback about our programming, staff members, and Club environment. The statistical results and information we receive from this survey is then studied so that we can continuously implement the best programming and resources that best suit the needs and desires of our Club members.

Work Plan

Our request is to ask the City of Twin Falls to assist in the funding of three recreational after school programs – fitness, visual art, and performance art – and to assist in operating a facility that is the “positive, safe place for kids.” These three programs will target 100 different kids each day during our after school program in the 2015-2016 school year. In our fitness program, we will teach our Club members about the vital importance of healthy lifestyles, physical fitness, and teamwork. Club members will also be introduced to and taught the fundamental skill sets of a variety of different athletic sports & activities. We will also offer open gym time for junior high and high school athletes in our area, and provide mentors who will help these athletes with skill development. In our visual art program, we will collaborate with several local artists to teach Club members to utilize different mediums and techniques to create and appreciate a variety of different art forms. We will also hold an end-of-school-year art show to showcase the various projects and talents of our Club members; this art show will be open to peers, parents, and community members alike. Finally, in our performance art programs, we will offer our Club members a variety of opportunities for creative and artistic expression. In choir, we will teach Club members about proper vocal techniques, basic music symbols and sight-reading, and harmonization, and will offer an end-of-quarter choral concert for parents, peers, and community members. In band, Club members will be taught to play a musical instrument, and will also have an opportunity to demonstrate their new abilities in an end-of-quarter musical concert. And in theater, Club members will have the opportunity to learn about basic stage production – including blocking, acting, and prop and costume-making – and

will get to participate in at least one theatre play production during the 2015-2016 school year.

Budget

Detailed Budget:

Fitness Academy -after-school fitness materials/equipment	\$2,750
Musical Theatre after-school program	\$4,000
Art Academy after-school program	\$2,750
Field Trips (1 per quarter per program)	\$1,200
Coordinators (3)	\$10,800
Total Budget Requested from the City of Twin Falls:	\$21,500.00

2015 Municipal Powers Outsource Grants Application

Organization: Fifth Judicial District CASA Program, Inc.

Contact: Tahna Barton, Executive Director

Phone: (208) 735-1177

Email: tahna@5thcasaidaho.org

Brief Overview of the Organization

Our CASA (Court Appointed Special Advocates) Program is a nonprofit 501c3 corporation that recruits, trains and supports community volunteers to advocate for abused and neglected children who are involved in child protection cases.

Demonstration of Need

- Include a detailed Statement of Need.
- Does your organization provide a service that is not provided by local government?
- Are you providing a new service or improving access to existing services related to the City's Strategic Plan and Mission Statement?
- What is the importance of City funding to the overall mission of the organization?

Last year our Program advocated for 238 children in the City of Twin Falls with 38 volunteers. 135 children had their own CASA volunteer, the other 103 children were monitored by staff. Idaho law mandates that the CASA Program be appointed to every child protection case. We are the only organization that provides this service. It is our main goal to provide a CASA volunteer for every child in the City of Twin Falls. This funding request is vital in assisting us to reach this goal.

The City of Twin Falls overall mission "is to meet current and future needs of the community, promote citizen input, preserve our heritage, conserve and protect our social and physical resources and enhance the quality of life in Twin Falls." CASA recruits, trains and supports community volunteers. CASA advocates for the neglected and abused children of Twin Falls. CASA increases the quality of life for these children by protecting their best interests. Goal "HC1" in the City's Strategic Plan states: "Improve health in the community." CASA improves the lives of these children who find themselves in the judicial system, through no fault of their own.

Idaho law mandates that the CASA Program be appointed to every child protection case. We do receive grant funds from the State of Idaho, but it only provides 31% of our budget. It is up to our Program to find the remaining 69% through other grants, contributions and fundraising.

Partnerships

- Demonstrate existing partnerships and collaborative efforts with other community organizations, government entities or educational institutions.
- Show how the mission of the organization could be furthered by establishing new partnerships.

Our CASA Program collaborates with the Idaho Supreme Court, Fifth Judicial District Court, Department of Health and Welfare, Twin Falls School District, Boys & Girls Club and many other social services, throughout these child protection cases. We are accredited by the National CASA Association and partner with them for training and education. Our Program has developed community partnerships with many businesses: Cactus Pete's, Glanbia, C3, Locally Owned Radio, Randy Hansen Automotive, and Mr. Gas, just to name a few. All of these organizations assist us in fulfilling our mission statement, "Our CASA Program is a nonprofit organization advocating for the best interest of neglected and abused children in the judicial system." We partner in recruiting, training and supporting community volunteers to meet this goal.

Performance Measures

- How will the organization measure successful use of City funds?
- Provide at least one outcome against which performance can be measured.

We are asking for grant funds to recruit, train and support new volunteers to serve children in the City of Twin Falls. To measure the successful use of City funds, we will categorize them according to the budget and track each category. We can further use "CASA Manager", a software program that tracks data on the number of children we serve and the number of volunteers, in the City of Twin Falls.

Work Plan

- State how the funds will be used by the organization, including specific projects or activities if applicable
- Provide a timeline of activities that will be funded by City funds

Funds will be used as follows:

Recruitment: advertisement in the Times News, twice week, for four weeks – Times News will match cost, as a nonprofit, for each ad we purchase we will receive one ad at no charge. Follow up with recruiter to process applications and background checks.

Training: provide trainer, supplies to train 15 community volunteers

City of Twin Falls
Municipal Powers Outsource Grant
05/04/2015

Applicant: Crisis Center of Magic Valley, Inc. **Contact Person:** Jesse Vallez, Executive Director
Address: P.O. Box 2444 **Email:** jesse@ccmagicvalley.com
Twin Falls, ID 83303-2444 **Telephone:** (208)733-0100

Brief Overview of the Organization: For 33 years, the Crisis Center of Magic Valley (CCMV) has been providing supportive services to victims of domestic violence and sexual assault in Twin Falls, Idaho.

Services provided at the Crisis Center of Magic Valley include:

1. 24-hour crisis hotline that is answered by trained advocates;
2. Crisis intervention;
3. Shelter home with five (5) bedrooms and 23 beds that is located in Twin Falls;
4. Food, clothing, and personal care items for sheltered and non-sheltered clients;
5. Emergency medical support;
6. Weekly group and individual counseling sessions that are facilitated by professionals that have either a Master of Social Work Degree or are a Licensed Professional Counselor available for the victims, as well as their children;
7. Weekly Life Skills Class;
8. Legal advocacy;
9. Childcare;
10. Transportation;
11. Child abuse advocacy;
12. Job search and GED assistance;
13. Financial planning assistance;
14. Housing assistance;
15. Information and referrals to other community resources;
16. Community outreach (education and training);

All Crisis Center of Magic Valley services are **free of charge** to Victims of Domestic Violence and Sexual Assault.

Demonstration of Need:

- **(Detail statement of need included)**
- In Twin Falls, Idaho there is only one program that specifically provides services to victims of abuse, specifically domestic violence, sexual assault and stalking. The Crisis Center of Magic Valley needs to receive funding to support the overall costs of the shelter monthly operating expenses, motel expenses (for victims when our shelter is full) food, client care supplies, individual counseling, childcare, and transportation. The Crisis Center has seen a 10% increase overall in victims served in the past year. We believe that this is due to the population increase within our area, thus increasing the need for our services. During 2014 the Crisis Center provided emergency services to 1,984 victims, 1,374 of those victims reported to be living within the Twin Falls City limits. With the new Cliff Bar and other growth coming to the area, we anticipate another increase for our services in this area over the next year.

- The city of Twin Falls has very limited emergency shelter and housing available overall, and the Crisis Center of Magic Valley is the only shelter within 6 counties that offer services specifically for victims of Domestic Violence and Sexual Assault. We have been very fortunate to have the support of the many other organizations in the community, including the Twin Falls Police Department. Being a new director I have had the great opportunity to sit and meet with the TFPD and even go over protocols, referrals and what each organization needs from the other in order to give victims the best services possible to keep them safe and empower them to move forward.
- The Crisis Center of Magic Valley improves the quality of life and public safety in Twin Falls by providing the above mentioned services to victims of domestic violence and sexual assault. We plan on improving our services that we have been offering through continuous training from the Idaho Coalition for basic advocacy support, the St. Luke's Emergency Room for additional sexual assault training, and training provided from the Twin Falls Police Department on overall procedures of domestic violence and sexual assault reports. I believe that by providing our staff essential additional training in these areas will allow us to provide better service and referrals, giving our community the qualified assistance they need to be healthy and safe.
- **CCMV Mission Statement:** "Empower individuals who have experienced Domestic Violence and Sexual Assault."

CCMV Goals:

- 1) To break the cycle of domestic violence and prevent sexual assault.
- 2) To positively impact the lives of victims of domestic violence and sexual assault by providing crisis intervention, safe housing, counseling, transportation, legal advocacy, information, and referral.
- 3) To educate the community in processes of action which may eliminate, prevent, or alleviate domestic violence and sexual assault.
- 4) To positively impact social, economic, and judicial attitudes and behaviors towards domestic violence and sexual assault victims.

With this funding from the City of Twin Falls it will allow the Crisis Center of Magic Valley to not only be safe, but to empower the victims of our community, thus making them survivors. In addition, the funds will assist our organization to have the means to continue to educate our community on the cycle of abuse and bring a bigger awareness to Twin Falls.

Partnerships:

- The Crisis Center of Magic Valley staff recognizes that it takes the whole community working in coordination and collaboration to provide quality services to the victims of domestic violence and sexual assault that CCMV serves. We strive through this collaboration to not duplicate services, but to provide coordinated services for the victims and their children. The Crisis Center is the only resource for this specific population that is available in the City of Twin Falls. Staff of the Crisis Center network with all local resources that include: South Central Community Action Partnership, College of Southern Idaho, Idaho Legal Aid, Valley House, South Central Head Start, Twin Falls Police Department, Twin Falls Sheriff's Department, Twin Falls School District, Walker Center, and St. Luke's Magic Valley Regional Medical Center. The Crisis Center of Magic Valley also coordinates its case plans to include Idaho State Health & Welfare Child Protection, Adult and Children Mental Health and Probation and Parole, when necessary. In addition, as the new director of the Crisis Center I have made efforts to reach out to each one of these networks to go over the services they offer and how we can work efficiently together for the best interest

of the community. Last year we received 150 referrals from the Twin Falls Police Department alone, in addition to the many other partnerships we have.

- The Crisis Center of Magic Valley firmly believes that all opportunities available to establish new partnerships within our community are essential. By continuing to establish new relationships we will not only learn about new and updated resources, the new partners will also be aware of our services for victims that they come across creating more referrals and assisting more victims.

Performance Measures:

- The Crisis Center strives to offer each victim and children every source of help and referral available to them. Each case is different and has several different needs. The success of one victim can be obtaining a job and moving into a home, while another victim can determine success by getting themselves and their children to safety. Each individual we help is therefore tailored to meet each of their needs. We measure the success of their outcome by an Exit Interview and anonymous surveys. This lets us know what services they were offered, if the services helped them, and if we need to change or add any of our services. These statistics are vital to our program and we ask that each client fill one out (although not required.) At the end of each month the data is retained and observed to determine how we are performing overall.

<u>Program Outcome</u>	<u>Outcome Indicator</u>	<u>Data Sources</u>
Victims improve living Conditions (100 Victims)	Victims and children chose to live in a safe environment at the CCMV shelter. (3,846 Bednights)	CCMV Statistical reporting

Work Plan:

- The funds requested will be used to purchase client prescriptions, provide client transportation, and supply the Domestic Violence classes directly to victims and supply food to in-house clients as well as clients obtaining food boxes who are not residing at the shelter, but are still requiring services. (Budget and Detailed Statement Included).
- The City Funds will be used over the next 12 months in conjunction with other funding through federal grants.

Budget:

- (Detailed 2015 FY Budget Included)
- The Crisis Center is requesting this funding to support expenses to go directly to victims and services to assist them.
- The costs will vary depending on the item and the client, but will remain in the line items as listed on the budget provided.
- The Crisis Center of Magic Valley has been providing services to Victims of Domestic Violence and Sexual Assault since 1982. Even throughout the growth in the community and the changes within our organization we have been able to continue to offer free, life changing services to empower the Victims of Domestic Violence and Sexual Assault with the Magic Valley Community.

Total funding requested: \$20,000

Crisis Center of Magic Valley

2015 Municipal Powers Outsource Grant Application

Detailed Statement of Need:

1. Client Prescriptions- This expense is specifically for victims who have had to flee their home and leave belongings behind, including long-term life dependent medications (such as heart or diabetes medications).
2. Client Transportation- This expense is specifically for victims who need public transportation (Taxi) or need fuel for their own vehicle to get them to and from work, medical appointments, health and welfare, school and the courthouse.
3. Domestic Violence Class- This expense is to pay for the materials and instruction for domestic violence victims to attend a group therapy class for especially for domestic violence. This class is offered short term and for clients needing long term therapy as well.
4. Food- This expense is to cover the food that is not supplied through donations or through the food bank. Although we do receive weekly donations from Costco, Chobani, local churches and the Food Bank we still need to grocery shop weekly to buy the remaining necessary items. Due to the fact that our shelter is full the majority of the time, we are normally feeding anywhere from 20-25 clients daily. We also prepare food boxes for clients housed in hotels and other locations weekly.

Crisis Center of Magic Valley 2015/2016 FY Projected Budget

Expense	Amount	Funding Source
Administrative	\$3,000.00	ESG Grant
Advance Technologies	\$950.00	VOCA Grant
Annual Audit	\$2,400.00	VOCA Grant
Background Checks	\$230.00	VOCA Grant
Board Member Insurance	\$4,390.00	VOCA Grant
Books/Brochures	\$1,200.00	VOCA Grant
Cableone	\$1,600.00	VOCA Grant
CHI expense/Counseling	\$26,000.00	CHI Grant
Childcare for Clients	\$2,500.00	ESG Grant
Childcare for group	\$2,200.00	ESG Grant
Client Care Misc	\$4,000.00	ESG Grant
Client Prescriptions	\$1,000.00	MPO Grant
Client Transportation	\$5,500.00	MPO Grant
DataTel	\$1,200.00	VOCA Grant
Drug Screens	\$500.00	ESG Grant
Dues and subscriptions	\$1,200.00	VOCA Grant
DV CLASS	\$5,200.00	MPO Grant
Equipment	\$6,500.00	ESG Grant
Fingerprinting	\$150.00	ESG Grant
Food	\$8,300.00	MPO Grant
Employee Medical Benefits (5)	\$13,800.00	VOCA Grant
Motel (140 Bed nights)	\$7,000.00	VOCA Grant
Philadelphia Insurance	\$6,100.00	VOCA Grant
Phones	\$6,300.00	VOCA Grant
Postage/Printing	\$1,000.00	VOCA Grant
Record Destruction	\$420.00	ESG Grant
Repairs (Shelter)	\$10,000.00	ESG Grant
Salaries	\$205,544.00	VOCA
Supplies (Office/Shelter)	\$4,000.00	ESG Grant
Technology	\$2,000.00	VOCA Grant
Training	\$6,000.00	VOCA
Utilities (Gas/Elec/Trash/Water)	\$7,300.00	ESG Grant
Vehicle Repairs	\$4,500.00	ESG Grant
Work Comp	\$6,300.00	VOCA
Total from MPOG	\$20,000.00	
Total	\$346,114.00	

2015 Municipal Powers Outsource Grants Application

Organization: Jubilee House, Inc.
Contact: Kathryn Bausman, Executive Director
Phone: 208-736-2566
Email: jubilee.house@hotmail.com

Brief Overview of the Organization

Jubilee House is a residential recovery home serving Twin Falls and surrounding counties, accepting applications throughout the state of Idaho, over 80% of our residents come from the City of Twin Falls. Our mission is to offer the tools and the time needed to not only get sober, but live a productive life in recovery. Too often by the time a woman is sincere and ready for change from a life of addiction and dysfunction she has used all funds and services available. Jubilee House offers a yearlong **Full Life Recovery Program** that includes room, board, transportation, licensed drug and alcohol counseling, coaching and life skills classes, as well as 24/7 supervision at NO charge to our clients.

Demonstration of Need

Twin Falls Strategic Focus Areas include a Healthy Community, a Learning Community and a Secure Community that improves the response to drug and alcohol issues. Jubilee House's **Full Life Recovery Program** offers a program that promotes healthy living in all areas of life. We accept dual diagnosis clients (addiction and mental health issues), we offer education on addiction and mental health issues to our clients as well as the community. Through our **Full Life Recovery Program** we are able to serve women that would not be able to receive services due to cost restrictions. The cost of addiction on a community is high; it costs through crime, legal fees, incarceration, unpaid bills, medical and other social services. There is a societal cost to include services, health care, unpaid for services, theft and legal obligations of more than \$19 a day for a using addict. **In 2012, Idaho ranked 49th nationally in per capita income. In 2011, Idaho ranked in the top 10 in home foreclosures, had a 12.1% poverty rate and a 9.3% unemployment rate***. Our goal is to help families gain the tools needed to improve their lives, not just the information to be sober. We work with each woman to have goals of continuing education, through GED, technical schools and/or college. We help each resident identify issues that may be deterrents to gainful employment and assist in overcoming those issues.

Partnerships

We work closely with Child Protective Services offering safe and supervised visitation and assisting women in completing case plans where appropriate. We also work closely with the specialty courts, CPS Drug Court, Drug Court and Mental Health Court as well as Probation and Parole and Adult Mental Health assisting women in maintaining appointments, classes and other requirements to successfully utilize the services and programs offered. Over 80% of our clients have been incarcerated in the penal system in Twin Falls and the State of Idaho. Over 50% have children in the CPS system in Idaho. Indirectly our services affect the entire community.

Performance Measures

Our goal is to continue to offer room, board, classes, counseling and supervision through our **Full Life Recovery Program** to the women of Jubilee House maximizing their chances of success. It is our goal to have an average of 8 women in residence with a graduation held in the Fall and the Spring. With each resident maintaining compliance with other agencies, completing classes and counseling, improved health and working towards self-sufficiency. We will also continue to offer accountability, support and encouragement to our previous graduates through our Beyond Recovery Life Center.

Work Plan

Assist each resident in fully complying with their legal obligations, attend and complete classes offered and to assist women to develop plans for maintaining health; and for all graduates to have gainful employment and goals and plans to better themselves. We do this through continuing to offer classes, counseling and work opportunities. Maintaining files of class hours and counseling completed. Working with other agency monitor compliance. Assisting women in learning skills in maintaining budgets and schedules.

Since April 2014 we have had 7 women complete our Full Life Recovery Program with 5 women scheduled to complete the program in July 2015. All the women graduate the **Full Life Recovery Program** with gainful employment, safe housing, a written budget schedule, safety plans and health plans in place. We have also worked with reconciling 7 children with their mothers, 2 women through CPS, assisted all residents maintain compliance with Probation and Parole, Mental Health Court, Drug Court and DUI Court.

Budget

We are requesting a grant in the amount of \$5,000.00 from the City of Twin Falls to supplement the cost of \$89,847.00 for our **Full Life Recovery Program**. Our total estimated 2014 budget is \$121,747.00 for our residential program and \$45,000.00 for the new Beyond Recovery Life Center. The funds would be utilized for program related items that deal with basic needs and 24/7 supervision, not for administrative costs.

Financial Need and Fiscal Responsibility

Jubilee House receives no State, Federal or Insurance funding and all our services are offered at no cost to our clients. We have offered continuous service since February 2008 with 35 women completing our Full Life Recovery Program. The average cost of a recovery program ranges from \$10,000 - \$20,000 per month per resident with success rates typically below 20%. Jubilee House has offered services for 7 years for a total cost of less than \$2000.00 per month per resident and a 2 year success rate of 70%. The longer a person has to develop the tools to live in recovery and the greater the time distance from old behaviors is, the great chance of long term success. The funds we get from the MPOG grant go to allow the 24/7 supervision and the basic needs of food, shelter and transportation that are a fundamental part of our **Full Life Recovery Program**.

**Estimated Working Budget
Jubilee House, Inc. – Full Life Recovery Program**

January–December 2015

Expense	Estimated Annual \$	Not direct program expense
Salaries and Payroll		Admin Time 35% Director/15% Staff
Director	31,000	10,850
Staff	31,000	4,650
*Overnight Staff	11,000	
Administrative	4,680	4,680
Contract Drug and Alcohol Counselor	13,200	1,320
Payroll Taxes and Insurance	7,400	7,400
*Transportation	3,500	
Mileage		
Company Vehicle Gas		
Insurance		
Auto Repair		
*Household Utilities	5,500	
Electric		
Gas		
Sewer		
Property Maintenance		
*Household Expenses	4,000	
Food		
Toiletries		
Cleaning Supplies		
Room, Board, Basic Needs		
Insurance	2,167	
Liability		
Property		
Legal Fees	300	300
Advertising/Mail Outs	700	700
Administration	2,300	2,000
Office Supplies		
Printing		
Postage		
Publications		
Program Material	3,000	
Staff Training	1,500	
Seminars		
Education		
Travel		
Medical (for residents)	500	
Exams, Dental, RX		
Total Estimated Budget	121,747	
Direct Program Related Expenses	89,847	
Administrative Expenses		31,900
Out of budget capital expenses	3,300	
Library Conference Room, Carpeting, Pantry Shelving		

***Basic needs shown in red**

2015 Municipal Powers Outsource Grants Application

Organization: The Magic Valley Arts Council

Contact: Carolyn White

Phone: 208-734-2787

Email: Carolyn@twinfallscenter.org

Brief Overview of the Organization

Magic Valley Arts Council (MVAC) is a 501-c-3 non-profit organization and is designated as the official Arts Organization for the City of Twin Falls. Like the City of Twin Falls, MVAC supports the availability of cultural and entertainment infrastructure, in partnership with other organizations, to provide arts and cultural opportunities to the public which reflect Twin Falls' unique sense of community. Magic Valley Arts Council is an umbrella organization in support of cultural activities, visual arts, performance arts, literary arts, arts education and outreach to the community.

Demonstration of Need

- Include a detailed Statement of Need.

Magic Valley Arts Council (MVAC) requires grant funds to continue to offer free and reduced fee programs and arts education to the community of Twin Falls. Most granting organizations and foundations have significantly reduced dollar amounts in the last several years and now focus primarily on project specific funding without recognizing the need for ongoing operational support. Without funding for daily operations, our organization would find it difficult to continue to provide programming, especially those offered free or at reduced fees to a segment of our community that is unable to afford alternative arts opportunities. As arts programming has been reduced or eliminated in the elementary levels of our educational system, it is even more important to provide these opportunities and experiences to our youth so that they have equal exposure to the arts. As the official Arts Organization for the City of Twin Falls, we believe it is our responsibility to continue providing these opportunities to our citizenry as we endeavor to continually enrich the artistic quality of life in our area.

- Does your organization provide a service that is not provided by local government?

The Magic Valley Arts Council provides various arts and cultural opportunities to all citizens of Twin Falls. Several of our programs directed especially toward youth, provide a wider variety of activities and options, such as our varied arts outreach programs which serve as an alternative to formalized sporting activities or fee based club activities. Additionally, we help to administer community and city public art requests for bids.

- Are you providing a new service or improving access to existing services related to the City's Strategic Plan and Mission Statement?

MVAC supports the availability of cultural and entertainment infrastructure, in partnership with a number of other organization, including the College of Southern Idaho, the Twin Falls Public School District, and other local organizations to provide arts and cultural opportunities to the public which reflect Twin Falls' unique sense of community. The Magic Valley Arts Council actively seeks to engage the public through various volunteer opportunities and involvement in the community, while enhancing the quality of life in Twin Falls. We believe a strong cultural community attracts an educated and skilled workforce, promotes our region as a tourist destination and encourages private investment in public amenities. We often are informed that prospective new businesses inquire about the arts and culture in our community as part of their analysis in making relocation plans, which then lead to economic development and growth in our area.

- What is the importance of City funding to the overall mission of the organization?

The Mission Statement of the Magic Valley Arts Council is: "to provide arts and cultural experiences for all people in the greater Twin Falls area". Your funding helps to ensure that we are capable of fulfilling this mission by providing operational support. Support for the arts should not be thought of as an act of charity, but as a wise investment. The estimated total economic impact of the Magic Valley Arts Council for 2014 was \$427,564. This data is calculated by using a valid input-output study methodology using the Americans for the Arts website artsusa.org. The figures input are publicly available information (the population of Twin Falls, our organization's total expenses for our last fiscal year, and the total number of people we reach annually). Through our programs, the Council adds \$311,460 to local household income, generates \$18,476 for local government revenues, and adds \$20,753 to Idaho state revenues. Additionally, the Magic Valley Arts Council, unlike most non-profits, paid \$7,400 in local property taxes last year. The Magic Valley Arts Council needs your support monies to continue initiating this investment.

Partnerships

- Demonstrate existing partnerships and collaborative efforts with other community organizations, government entities or educational institutions.

The Magic Valley Arts Council is an umbrella Arts organization and partners with the following organizations: Art Guild of Magic Valley, Full Moon Gallery Cooperative, the College of Southern Idaho Arts on Tour, the CSI Refugee Program, Magic Valley Camera Club, Jump Co., Twin Falls Municipal Band, Jazz on the Canyon, Magic Valley Symphony, Dilettantes, Magic Valley Magicians, Regional Watercolor Society and Idaho Watercolor Society, in addition to other civic organizations: Twin Falls Rotary Clubs, Kiwanis Club and the Twin Falls Optimists. Additionally we work closely with private individuals and City entities to help coordinate and assist in public art projects. All of these partnerships support us in our effort to provide visual arts, performance arts, literary arts, community outreach and community wide arts education.

- Show how the mission of the organization could be furthered by establishing new partnerships.

The Magic Valley Arts Council is always looking for partnerships as we develop new programming that can be offered to the citizens of Twin Falls and further our mission of providing arts and cultural experiences to them.

Performance Measures

- How will the organization measure successful use of City funds?

Success is measured by the number of programs offered, attendance at events and event participation, satisfaction surveys, committee and board discussions, and strategic SWOT analysis are all forms MVAC uses to evaluate, measure and determine value of programming, activities and procedures. In 2014 over 10,000 people attended a variety of art programs offered by MVAC. In addition, our galleries continue to attract a wide variety of people daily.

- Provide at least one outcome against which performance can be measured.

Our 2014 Kids Art in the Park event attracted 365 youth, another record number of participants for this event in the program's 24 year history. In 2015, with increased funding, our goal is to be able to hire more art teachers in order to provide more classes so that we can increase participation to 400 youth. This program utilizes community youth probation participants as teacher assistants during the day, providing a positive experience and often these youths' only exposure to an art class. Their behavior and attitude changes are instantly apparent at the end of the day. Refugee newcomers that attend are able to participate as there is no language or cultural barrier in art. Additionally, we would like to provide more student outreach performance workshops during our Missoula Children's Theater residency week. We find arts education develops problem-solving skills and self-discipline and inspires students to stay in school and to succeed. Arts activities for youth and families are positive alternatives to inappropriate behavior, crime and drug abuse. As

funding for the Arts and Arts Education continues to decline, it's even more important to provide these alternatives.

Work Plan

- State how the funds will be used by the organization, including specific projects or activities if applicable.

With this funding, we will be able to continue our emphasis on arts education through our already successful programs, Our Arts on Tour student outreach, in collaboration with CSI, brings professional performances to local schools, reaching over 3000 students annually. These student outreach performances are offered free of charge to students, with the Twin Falls School District receiving first priority. Kids Art in the Park, a day of fine art for kids ages 3 -14, provides an opportunity for an art experience in multiple disciplines for a minimal \$2.00 registration fee and reaches over 360 kids. Missoula Children's Theatre, a residency week with professional instructors from Missoula, Montana, provides a performance opportunity to 64 local kids, with workshops throughout the week to more than 350 additional kids in the Twin Falls area. We also hope to fund a new rotating exhibit, including a juried local high school student art exhibit and hands-on activities, a collaboration with Twin Falls Public Library "Let's Talk About It" book series, the Idaho Water Color Society touring exhibit, a documentary film series with public debate in partnership with the Times-News, local photography club workshops and exhibits, and Art and Soul of Magic Valley. This event now in its 5th year, is the largest premier art contest in the Northwest, attracting over 200 artists, 63 new participants from 10 states, 80 local businesses, and over 200 local sponsors and supporters. This event alone continues to attract community businesses, artists, and the general public, as well as draw both artists and tourists from out of town. This also provides a strong economic impact to the local economy. Art exhibits at the Twin Falls Center for the Arts, home of the MVAC, are all free and open to the public.

- Provide a timeline of activities that will be funded by City funds.

Program funds, teacher fees and/or staffing are expensed at the time of each designated program: Art and Soul of the Magic Valley in May, Kids Art in the Park in July, Missoula Children's Theater in November, and summer concerts July to September. Additional funds are expensed as programs are developed and new art opportunities arise.

Budget

- Include a detailed budget for grant funds. If City funds are a part of an overall budget, please demonstrate what areas of the budget will be funded by the grant.

Requested Grant Funds Total would be used as follows:

<i>Staffing (limited to program mgt.):</i>	<i>\$3,300</i>
<i>Performance artist fees:</i>	<i>\$7,490</i>
<i>Art Teacher Fees:</i>	<i>\$2,200</i>
<i>Student art material fees:</i>	<i><u>\$2,010</u></i>
<i>Total Grant Funds requested</i>	<i>\$15,000</i>

- Include costs for any materials and/or services.

Material and services fees are included in the above grant fund breakdown.

- Is the organization and its programs sustainable?

The Magic Valley Arts Council continues to be a fiscally responsible organization as we move into our 26th year of bringing art and cultural opportunities to the City of Twin Falls. Increased membership and fundraising efforts, along with the business model of having a rental facility, helps to partially offset ongoing operational expense as we continue to grow and develop new programs to meet the needs and desires of our citizens and the community.

2015 Municipal Powers Outsource Grants Application

Organization: The Salvation Army

Contact: Nicki Kroese

Phone: 208 733-8720

Email: nicki.kroese@usw.salvationarmy.org

Brief Overview of the Organization

The Salvation Army has been meeting the needs of impoverished people in Twin Falls since 1906. Our programs include emergency foods boxes, emergency shelter, hot lunches, showers, after school care, summer day camp and emergency disaster response. Our “It’s All About KIDS~ Keeping In Desirable Shape” program, started in Summer 2010, is a fitness and healthy lifestyle program aimed at improving the health habits of the children. We are a non-traditional source of learning.

Demonstration of Need

- Include a detailed Statement of Need.
According to Statehealthfacts.org 27.8% of Idaho’s children are overweight or obese. This is a .3% increase over last year. Those children have an increased risk for health conditions such as diabetes, cardiovascular disease, and certain cancers which lead to higher medical costs. Obesity can also lead to psychosocial problems that have a lifelong negative impact. Our goal is to decrease medical costs associated with chronic obesity while enhancing the quality of life for individuals in Twin Falls.
- Does your organization provide a service that is not provided by local government?
Yes. While T.F. Parks and Rec. offers recreational sports opportunities to 7,000 youth and adults and the pool has 60,000 users per year they do not offer educational opportunities associated with wellness training. Our “It’s All About KIDS” program provides opportunities to participate in physical and nutritional education activities while relating to other activities and hobbies.
- Are you providing a new service or improving access to existing services related to the City’s Strategic Plan and Mission Statement?
We continue to improve the existing KIDS program in compliance with “Objective HC1.2A the City will provide affordable healthy lifestyle programs for kids.”

- What is the importance of City funding to the overall mission of the organization?
We are in desperate need of the City funding. For the fiscal year that ended 9-30-14 our youth program generated \$58,778.43 in grants, donations and program service fees (including \$7,500 from MPOG). The total expense for the program was \$104,043.85 leaving a program deficit of \$45,265.42. The Salvation Army meets that deficit through general funding. The cost of transportation covered in part by MPOG was \$9,811.38.

Partnerships

- Demonstrate existing partnerships and collaborative efforts with other community organizations, government entities or educational institutions.
The KIDS summer day camp has scheduled educational models to teach how healthy nutrition and daily physical activity can be brought to life. A partial list of the trainers includes, U of Idaho Nutritionists, Walker Center Counselors, Sheriffs Search & Rescue, Firemen, Dept. of Fish and Game, Nurses, yoga & dance Instructors, CSI Culinary staff, outdoor photographers, coaches, drama instructors, artists and Consumer Credit Management Systems.
- Show how the mission of the organization could be furthered by establishing new partnerships.
We are continuing to recruit individuals from our community to bring a healthy lifestyle to life. Our goal is to accentuate the joy of movement, activity and good nutrition and teach how it can be attainable in the workplace. We have also added new curriculum for budget training to begin working on the path to financial health.

Performance Measures

- How will the organization measure successful use of City funds?
We measure success when we see children making behavioral changes within their eating habits and exercising goals during the program. We also judge success when the program is filled to capacity as it reflects parent satisfaction. We currently have 32 children in the afterschool program and had 65 in the 2014 summer day camp.
- Provide at least one outcome against which performance can be measured.
We use charts to measure height, weight and BMI and assess data on the children. Our stats for the past five years show the good growth that kids should have, decreased BMI's and the bonus of increased stamina, balance, coordination and elevated self-esteem levels on all the participants.

Work Plan

- State how the funds will be used by the organization, including specific projects or activities if applicable
Funds will support the KIDS program.

- Provide a timeline of activities that will be funded by City funds
Summer Day Camp Themes
- ***On the Farm*** (June 8-12) Saddle up and put your blue jeans on! It time to for work. Starting from when the rooster caws we will be exploring the farm life. From planting, to milking and much more kids will learn work ethic and experience the true farmer lifestyle.
- ***Health & Fitness*** (June 15-19) Children will get to know the importance and benefits of staying healthy and fit. Through interesting techniques like meditation and fun activities like slacklining, children will find the benefits in staying active.
- ***Mad Science*** (June 22-26) Grab your lab coats, and safety goggles, it's time to experiment. This week will be filled with field studies, projects, and crazy inventions! Children will grasp basic scientific methods while exploring the fun in areas like engineering, geology, and rocketry.
- ***Sports*** (Jun 29-Jul 3) The very best way to learn cooperation and teamwork, this week will focus on the importance of belonging to a united team. Children will try a variety of sports that will open their eyes to the possibilities ahead of them in competitive sports.
- ***Performing Arts*** (July 6-10) Ever feel like kids can be so dramatic, well this week is where it all happens. Through singing, dancing, and acting children will learn to be confident and courageous in front of a crowd. While also dabbling in hair and make-up design!
- ***Idaho Adventures*** (July 13-17) It's time we find out just what makes Idaho so enjoyable...the great outdoors! As we fill each day with field trips across our wonderful area, children will learn wilderness skills and outdoor abilities.
- ***Splish Splash*** (July 20-24) What is summer without the promise of some water play. We will be spending this week by the pool, in the pool and surrounded with water activities. Children will also understand the significance of water safety.
- ***Create*** (July 27-31) Painting, sculpting, photography, mosaics, cooking, baking, color fights, poetry, messes...Children are natural at creating, need we say more?
- ***World Exploration*** (Aug 3-7) Children will get to travel around the world and still make it home for dinner each night. Through games, activities and a culture fair children will see, hear and taste the beautiful world we live in.
- ***Best of the Best*** (Aug 10-14) Everybody's favorite games, activities, snacks, and field trips get an encore in this fun-filled week. Where we take the best of the best and recreate our favorite moments of the summer.

Budget

- Include a detailed budget for grant funds. If City funds are a part of an overall budget, please demonstrate what areas of the budget will be funded by the grant.
Requesting \$20,000 to cover approximately 25% of the cost of the program.

- Include costs for any materials and/or services.
This is the budget for the KIDS program.
Personnel costs: \$73,956.66
Administrative costs: \$6453.43
Occupancy: \$9135.80
Supplies/Materials: \$2225.10
Transportation: \$9811.38
Annual Project Budget: \$104,043.85
- Is the organization and its programs sustainable?

The Salvation Army has been serving Twin Falls since 1906. We fund our programs with a direct mail campaign, Christmas Red Kettles and small fundraisers. Children's programs have been a part of our services for over 60 years. This is the fifth year of the "It's All About KIDS~ Keeping In Desirable Shape" healthy lifestyle program.

2015 Municipal Powers Outsource Grants Application

Organization: Twin Falls Senior Citizen's Federation, Inc.

Contact: Jeanette M. Roe

Phone: 208-734-5084

Email: jroe@tfseniorcenter.com

Brief Overview of the Organization

The Center provides hot nutritious meals to members at the Center (Monday through Friday) and to home bound in Twin Falls (daily). The Center also hosts numerous services including AARP tax aide services, SHIBA counseling, Volunteer Lawyer consultations, nutritional educational services, exercise classes, computer classes, quilting, art classes, card playing, weekly dances, monthly breakfasts, and other special events during the year. The Center has seen a significant increase in the number of individuals using the services at the Center over the last four years. With any increase in growth there comes a need to improve the facility in order to encourage others to enjoy the services available. The Center's mission is to participate and contribute to the Senior Citizen's activity within the range of civic, cultural, medical, transportation, and nutritional opportunities for elder members of our community.

Demonstration of Need

- Include a detailed Statement of Need.

The Twin Falls Senior Center provides a well-rounded atmosphere for all to enjoy. The Center has been serve the community at the present location since 2002. The Center has been enhancing the building over the last four years with new paint, installation of sound boards, seven new computer stations and a new front entry way. The Center is also working with block funds from the Idaho Department of Commerce Block to do major upgrades including new HVAC system including new duct work, however due to the cost of the HVAC system improvements other components of the grant had to be left out of the grant. The Center has been progressive in finding other funding to help with smaller projects. The Center would like to continue the small renovations to the Center with submitting this request for funds. We would like to ask for \$3,500 to help us with carpeting three rooms at the Center. These three rooms are used on a daily basis by many different individuals for cards, computer classes and Tai Chi. Adding carpet to these rooms would also help with to mitigate the negative impact of large room reverberations on those with hearing-impairments.

These improvements will help us to meet current & future needs to prepare for meeting the needs of the community, including affording citizens a place to socialize and enhance the quality of life for the people who use our facility.

- Does your organization provide a service that is not provided by local government?

Yes. The Twin Falls Senior Center is the only facility in Twin Falls that provided over 54,598 meals in 2014 to congregate and homebound seniors in Twin Falls. Over 38,020 meals were delivered to home bound seniors who need access to healthy nutritious home cooked meals. As the population of Twin Falls ages and becomes over 60 the demand for services will continue to rise. By 2020 38% of the population of Twin Falls will be over 60 based upon 2010 census data. The Center has already seen a growing need for meals, along with numerous activities and social functions for seniors.

- Are you providing a new service or improving access to existing services related to the City's Strategic Plan and Mission Statement?

The Twin Falls Senior Center also believes in the 2030 Vision of the City's strategic plan and mission statement. The Center also a broad-based commitment to the long-range health of its citizens and visitors. A wide array of activities exists at the Center and through partnerships with the City of Twin Falls, private individuals, local businesses, and working together with other non-profits, will lead to a healthy, well-rounded community to serve the elder community members of Twin Falls.

The Center works hard to educate others about all the numerous functions and activities the Center has for the community. The Center also provides the Times News, KMVT, the Twin Falls Chamber of Commerce and others with monthly daily menu choices and daily activities to publish along with PSA's. The Center also maintains a current up to date website with applicable information. The Center's goal is to keep seniors happy, healthy and independent as long as possible. The Center also believes in serving the community one heart at a time. The Twin Falls Senior Center is a valuable resource for an array of services, information, activities, socialization, and nutritional meal assistance.

- What is the importance of City funding to the overall mission of the organization?

The City funding will allow the Center to continue to serving the elder members of the community by providing an up to date facility with comforts of home. The funds will also improve the value of the City's building and at the same time improve the comfort of the facility for our congregate and guests to enjoy in the years to come. Mitigating the negative impact of large room reverberations on those with hearing-impairments is a wonderful outcome. Having new carpet and pleasant surroundings including a lower noise level is a great benefit for current and future members of the Center.

Partnerships

- Demonstrate existing partnerships and collaborative efforts with other community organizations, government entities or educational institutions.

The Center is currently a sub-recipient of Idaho Department of Commerce grant funds for the City of Twin Falls to receive \$149,586 in funds for building improvements, mainly the HVAC. The Twin Falls Senior Center also partners with other agencies like the Salvation Army, Safe Harbor, United Way of the Magic Valley, St. Luke's Foundation, and the Idaho Food Bank to make sure seniors are getting the proper nutrition. The Center also works with the Office on Aging, the Twin Falls County Commissioners as well as other local non-profit organizations, governmental entities and educational institutions. The Center has working with the local Boys and Girls club, local music teachers, and the Magic Valley Arts Council to bring even more activities to the Center.

- Show how the mission of the organization could be furthered by establishing new partnerships.

Knowledge and education is very powerful. Developing new partnerships with other agencies, just helps get the word to those who would benefit from our services.

Performance Measures

- How will the organization measure successful use of City funds?

The Center keeps daily, monthly and yearly records to show the increased use of the facility for daily meals, activities, socialization, and volunteer opportunities.

- Provide at least one outcome against which performance can be measured.

Success will also be measured when the Center's facility is updated for all types of activities at the Center and community functions. Success will also come when elder members of our community have a wonderful facility to spend time together with other friends, neighbors, and acquaintances. Success will also be measured by the reduction of noise for daily activities.

Work Plan

- State how the funds will be used by the organization, including specific projects or activities if applicable

The MPOG funds will be used in conjunction with receipt of donations from the Center's members, matching funds from the Center and funds from the Twin Falls Rotary to cover the cost of the new carpeting and installation. With all parties sharing part of the expense, the Center is able to get more rooms carpeted for a greater benefit to members. The carpeting will help many different groups who enjoy many different activities while providing a pleasant atmosphere.

- Provide a timeline of activities that will be funded by City funds

The Center will spend within 180 days from the date received. The work will be done in the timeliest manner possible. The Center will also seek bids from three vendors to ensure the Center gets the best price.

Budget

- Include a detailed budget for grant funds. If City funds are a part of an overall budget, please demonstrate what areas of the budget will be funded by the grant.
- Include costs for any materials and/or services.

Proposed Cost for New Carpeting - Twin Falls Senior Center

Multi-Purpose Room	Cost per yard		Conference Room	Cost per yard	
39' x 29' = 125.66 yards	14.95	1,878.62	38' x 21' = 84 yards	14.95	1,255.80
Labor		691.13	Labor		420.00
New 4" Base installed including reducer strip		336.00	New 4" Base installed including reducer strip		110.00
Total for Multi-Purpose Room		2,905.75	Total for Conference Room		1,785.80
Card Room	Cost per yard		Relaxation/Computer Room	Cost per yard	
18' x 32' = 64 yards	14.95	956.80	33' x 21' = 89 yards	14.95	1,330.55
Labor		320.00	Labor		320.00
Tear Out Labor		320.00	Tear Out Labor		320.00
New 4" Base installed including reducer strip		111.00	New 4" Base installed including reducer strip		111.00
Total for Small Card Room		1,707.80	Total Relaxation/Computer Room		2,081.55
Column Sub-Total		4,613.55			3,867.35
Grand Total Project Cost		8,480.90			

Project Funding

Twin Falls Senior Center	2,000.00	
Center Member Donations	2,000.00	
Twin Falls Rotary*	1,000.00	* Funding is pending
City of TF MPOG Funds	3,500.00	
Total Project Funding	8,500.00	

- Is the organization and its programs sustainable?

Yes, the Twin Falls Senior Center has been operating since 1978. The stability of the Center was greatly improved beginning in 2012 with the hiring of the current Site/Financial Director, Jeanette Roe. All financial records are reviewed by Board members monthly and on a yearly basis by an independent CPA to make sure the center is operating in a viable manner.

2015 Municipal Powers Outsource Grants Application

Organization: TRANS IV BUSES
Contact: Lynn Baird, Trans IV Director
Phone: (208) 736-2133
Email: TransIV@cableone.net

Brief Overview of the Organization and Demonstration of Need

- Include a detailed Statement of Need.

Trans IV's funding comes from the Federal Transportation Administration, Medicaid, Agency Contracts, Fares and Local Cash Match. Trans IV needs cash match of \$40,000 to replace older rolling stock as Trans IV has been approved to purchase two new transit busses this year at a cost of \$100,000. We required to supply a 20% of that in matching cash funds. Trans IV has also been approved for \$505,000 for FTA support for operating the fiscal year 2015-2016. This will require matching funds of about \$212,000 made up of cash and in-kind match. Based on these two available FTA amounts we are asking for \$65,000 from the City to help support public transportation in Twin Falls.

- Does your organization provide a service that is not provided by local government?

Since 1978 The College of Southern Idaho (CSI) has acted as the fiscal agent for Trans IV which is the local public transportation agency that provides safe, low cost transportation to the citizens of Twin Falls for those who cannot provide their own transportation or choose not to. This includes people who cannot drive or have given up driving because of age or other factors. It has been stated many times before that CSI and Trans IV's goal is to provide as many ride opportunities to the public as funding permits.

- Are you providing a new service or improving access to existing services related to the City's Strategic Plan and Mission Statement?

This is not a new service, but will be used to make enhancement to the existing service and help offset the additional cost of many new riders. We have extended hours to make the service more available for people to get to and from work. We provide transportation to and from the Twin Falls Senior Center to help increase attendance for meals and exercise classes for the local senior population. Trans IV increased ridership by 9,134 riders last year and this is a major increase from the year before. We are up again for January to March of 2015.

- What is the importance of City funding to the overall mission of the organization?

As Twin Falls approaches Small Urban status the City will need to play a leading role in public transportation, at this time Trans IV continues to be the only FTA subsidized Public Transportation for the City. We hope the grant for initiative AC1.3 to explore a public transportation system direction will provide insight into the future. We try to preserve and build on the funding base that has been established with Idaho Department of Transportation (ITD) to support public transportation in region 4B. Our current Approved funding from ITD is for \$505,000 which requires match of \$210,000.

Partnerships

- Demonstrate existing partnerships and collaborative efforts with other community organizations, government entities or educational institutions.

Trans IV provides transportation services for local people without preference as required by FTA rules. The service must be available to anyone without preference to need. We do work with educational institutions and other community organizations as much as possible. We avoid any transportation that would be considered a charter. Charters are prohibited by FTA for public transportation.

Performance Measures

- How will the organization measure successful use of City funds?

City funds will be used to make up some of the need for matching funds to receive the \$505,000 FTA funds to provide public transportation in Magic Valley and to help with the cash match required to purchase the two new buses. Over 95% of all Trans IV's service is within Twin Falls City limits.

Work Plan

- State how the funds will be used by the organization, including specific projects or activities if applicable

The funds will be used to match Federal dollars for operating a public transportation system for Twin Falls and provide matching dollars for two new Busses

- Provide a timeline of activities that will be funded by City funds.

The current FTA funding year through ITD is April 1, 2015 through September 30, 2016. ITD will continue funding us for the additional six months and then will then change to October 1st - September 30th to conform to the FTA fiscal year.

Budget

- Include a detailed budget for grant funds. If City funds are a part of an overall budget, please demonstrate what areas of the budget will be funded by the grant.

We are requesting \$65,000. This is a \$40,000 request to supply matching funds to obtain \$505,000 of Federal operating dollars that requires \$212,000 in match and \$20,000 of matching funds to purchase two busses at a cost of \$100,000. This part of the match must be cash match for the purchase of the new equipment.

- A copy of the budget from ITD is included – This budget shows the amount of local match that is required to obtain this FTA funding. Other sources of the match are Medicaid – Approximately \$105,000, Office on Aging estimated \$9000 and agency contracts of approximately \$40,000. The balance of the match will have to come from the City of Twin Falls and from In-Kind match from College of Southern Idaho for Administrative Oversight, Accounting, Auditing and Personnel Administration.
- The amount of match available to cover all of the FTA funds available is razor thin. This has occurred because of the changes in Medicaid that has reduced the amount by one half and has severely changed our match needs since 2009.
- Failure to provide matching fund will make whatever portion of the FTA award that is not matched unavailable.

- Are the organization and its programs sustainable?

Yes it is sustainable with the help of our local community. We have applied to receive \$1,010,000.00 for October 2017 – 2018. ITD will then be on a two year grant cycle that matches the FTA fiscal year. This will require match for these future years.

Lynn Baird
Trans IV Director

5311 Budget 2015 -2016
TRANS IV BUSES

		<i>5311 Award</i>	<i>Match Required</i>
ADMINISTRATION			
SALARIES	\$ 63,000.00		
FRINGE	\$ 29,000.00		
UTILITIES	\$ 13,000.00		
INSURANCE	\$ 66,000.00		
MISC/ADVERT	\$ 20,000.00		
RENT	\$ 10,200.00		
CSI ADMIN FEE			
TOTAL ADMIN		\$ 201,200.00	\$ 160,960.00
			\$ 40,240.00
OPERATING			
CSI WAGES	\$ 65,000.00		
CONTRACT LABOR	\$ 200,000.00		
FRINGE	\$ 41,000.00		
RT MAT/ Tablets			
FUEL	\$ 98,500.00		
Less Fares	\$ (25,000.00)		
TOTAL OPERATING		\$ 379,500.00	\$ 218,184.00
			\$ 161,287.50
P/MAINTENANCE			
WAGES	\$ 36,800.00		
FRINGE	\$ 19,500.00		
TIRES	\$ 6,000.00		
REPAIRS & MAINT	\$ 56,500.00		
RENT	\$ 18,000.00		
TOTAL P/M		\$ 136,800.00	\$ 125,856.00
			\$ 10,944.00
TOTAL EXPENSE		\$ 717,500.00	\$ 505,000.00
			\$ 212,471.50

2015 Municipal Powers Outsource Grants Application

Organization: Wellness Tree Community Clinic

173 Martin Street, Twin Falls ID 83301

Contact: Arne Walker - Executive Director

Phone: Office: 208-734-2610 Cell: 208-432-2452

Email: arne@WellnessTreeClinic.org



Brief Overview of the Organization:

Our organization began years ago in Twin Falls when a group of people here recognized the desperate medical needs that many of our low-income neighbors had but had no way to get these needs taken care of. The Wellness Tree Community Clinic was originally named “The Mustard Seed Community Wellness Clinic” and was started by John & Sandra Sexton and co-founders, Dr. Richard Sandison and Dr. David McClusky. The organization received its IRS 501(c)(3) Non-Profit status in February of 2008 and its name was changed to “The Mustard Tree Community Wellness Center, Inc.” Later the name was changed again to the “Wellness Tree Community Clinic Inc.” to clarify (for medical liability purposes), that the clinic was no longer affiliated with the local thrift store where the clinic was originally started. The clinic is now located in the old Magic Valley Hospital building in the area that formerly was the Emergency Room. To qualify to be a patient here a person must lack medical insurance and must have an income level less than 200% of the Federal Poverty Level. Currently we provide the following types of care: Acute Medical, Vision, Mental Health Counseling, Chiropractic, Physical Therapy, Diabetic Training, Small Surgical services, Health Education, Patient Navigation and Patient Advocacy in a number of different areas. Also, within the next 60 days we will begin to offer a variety of free dental services here in the new Wellness Tree Dental Clinic.

Demonstration of Need

- The Wellness Tree Community Clinic serves economically disadvantaged adults that primarily live here in Twin Falls. The Clinic’s goal is to provide a variety of free medical services to uninsured and economically disadvantaged people in our community. These services help our patients and their families, but they also alleviate a large tax burden for our community by preventing thousands of costly emergency room visits and hospital stays that our community has to pay for. We provide a place for patients to get the care they need quickly after the onset of a medical problem. Because of early treatment our patients can often continue in their jobs and continue serving their families and full recovery takes less time. If that same patient waits until their medical problem has grown into a life threatening condition and then goes to the Emergency Room, that patient usually experiences many additional difficulties and staggering expenses.
- Regarding the need for free dental services, almost half of Idaho Adults have no dental insurance and approximately 20% of adults in our community are living with cavities that they cannot afford to have corrected. Our Federal Government reports that even if every eligible person signs up for health insurance plans under the Affordable Health Care Act, (a.k.a. ‘ObamaCare’), there will still be approximately 30 million people in our country without health insurance, and more than 60 million people without dental insurance! Right now there is no other free medical or dental clinic in Twin Falls or in the Magic Valley Region for uninsured adults. According to the

2011 Idaho Behavioral Risk Factor Surveillance Survey, 53% of Idaho residents in Health District 5, which includes Twin Falls, have no dental insurance. A 2009 Idaho Smile Survey reported that 67% of Idaho 3rd graders had experienced dental caries and 22.5% of 3rd graders had untreated tooth decay. The Twin School District reports that 59% of its students receive federally-subsidized lunch, which shows how many low income families that we have in our community.

Does your organization provide a service that is not provided by local government?

- Absolutely! For low income uninsured adults there is no local government agency or organization that provides the variety of free Medical, Wellness and Dental Services that the Wellness Tree provides. Because these patients cannot afford to go to a regular doctor's office, usually the place that they can get care is at our local Emergency Room. (Which does not offer dental services.)

Are you providing a new service or improving access to existing services related to the City's Strategic Plan and Mission Statement?

- The free dental clinic that we are building is a totally new service for Twin Falls. We do have other providers that offer dental services on a lower-fee or sliding scale basis, but there are no FREE dental clinics for low-income uninsured adults. On the medical side, we are the only FREE medical clinic in the region and we are working to add new services so that we can help patients overcome additional medical problems. The Strategic Plan for Twin Falls states that **"Twin Falls is a community with a broad-based commitment to the long-range health of its citizens and visitors."** The Wellness Tree Clinic works throughout the year to improve the health of the most underserved citizens in our community and we definitely support the Strategic Plan of the City.

What is the importance of City funding to the overall mission of the organization?

- Funding from the City will allow us to purchase needed equipment that will help provide new services and improve other services that we currently provide. This funding will also help provide direct health and wellness care for low-income members of our community.

Partnerships

- The Wellness Tree Community Clinic works in partnership with multiple community physicians, nurse practitioners, and physician assistants, to provide free on-site care to uninsured and underinsured individuals that meet our poverty guidelines. We are supported by numerous local organizations and individuals that share our passion for serving the underserved in our community. The clinic has proactively negotiated lower lab rates with Interpath Laboratory and reduced radiological costs with St. Luke's Magic Valley Hospital. We are working with the Blue Lakes Rotary Club who has already raised \$20,000 towards the development of the free dental clinic here in the Wellness Tree. We also have received many verbal commitments of support from other community groups, such as the CSI School of Dental Hygiene, the South Central Idaho Dental Association, and many local dentists and dental professionals.
- The mission of the Wellness Tree Community Clinic could be furthered by the development of new partnerships within the medical and dental communities. Right now we have more demand for services than we can provide and sometimes we have to schedule out patients to see specific providers many weeks into the future. So we are working to build our supply of volunteer providers to help meet needs in our community

in a more timely fashion. Also, our mission would be furthered with the addition of new equipment that would allow our providers to offer new services. We are constantly on the lookout for ways to acquire equipment that will help us serve the needs of our patients.

Performance Measures

- **How will the organization measure successful use of City funds?**

Each day we keep track of the types of services and quantity of each service that we have provided. Then our staff reports monthly to our board and to all interested parties as to the volume of patients that benefitted from each service. We will measure the usefulness of the City funds by reviewing the number of patients that benefitted from the service provided by or enhanced by City of Twin Falls funds.

- In 2014 the Wellness Tree Community Clinic provided just over 2,500 patient encounters. In 2015 we are working to grow our volume to somewhere between 2,750 and 3,000 patient encounters.

Work Plan

- **State how the funds will be used by the organization:**

We will purchase a Wallach Dermatologic Cryosurgery system and necessary equipment to be able to offer new skin treatment services that we currently are not able to offer. We also will purchase a digital camera that will be used in the dental clinic to record and document the condition of the oral health of our patients and to plan patient treatment. Wellness Clinic Funding will be used to support a variety of services that we offer.

- The Wallach Cryosurgery device and the Digital Camera will be purchased as soon as possible. The Wellness Clinic Funding support will be fully utilized in 2015.

Budget

- **Include a detailed budget for grant funds.**

Wallach Cryosurgery System (dermatology equipment) total requested: \$ 1,482

Kodak digital camera with tripod, total requested: \$ 595.00

Wellness Clinic Medical Services funding, total requested: \$15,000

Total requested: \$17,077

- **Is the organization and its programs sustainable?**

Yes, the Wellness Tree Community Clinic has been able to serve our community for more 10 years because of the network of community partners that we have here that all work together to serve those in our community that are in the greatest need. I know that the Wellness Tree Clinic will be here for many years to come!

*Office of the Mayor
City of Twin Falls, Idaho*

Proclamation



*Public Works Week 2015
“COMMUNITY BEGINS HERE”*

WHEREAS, public works infrastructure and services are critical to sustainability and quality-of-life, as well as the health and safety of the people of Twin Falls, Idaho.

WHEREAS, such infrastructure and services could not be provided without dedicated efforts of public works professionals, engineers, managers and employees. These dedicated individuals are responsible for planning, designing, operating and maintaining critical infrastructure, such as transportation, water, wastewater, solid waste systems, public buildings and other facilities essential to the citizens of Twin Falls, Idaho.

WHEREAS, it is in the public interest for citizens and civic leaders to learn about the significance of public works programs in our community and to celebrate, the City of Twin Falls Public Works Department will again be participating in this year’s National Public Works Week.

THEREFORE, I, Don Hall, Mayor of Twin Falls, proclaim the week of May 17th through May 23th, Public Works Week, in Twin Falls, Idaho, and urge all citizens to learn more about the professionals who ensure our community’s health, safety, and quality of life, by participating in an open house beginning at 12 p.m. on Thursday, May 21st at the Twin Falls Public Works building located at 119 South Park Avenue West and the Streets Department building located at 205 6th Avenue West.

*IN WITNESS WHEREOF, I have hereunto set
my hand and caused this Seal of the City of
Twin Falls to be affixed the 18th day of May
2015.*

Don Hall
Mayor

Attest:

Leila A. Sanchez
Deputy City Clerk



COUNCIL MEMBERS:

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



MINUTES

Meeting of the Twin Falls City Council
 Monday, April 13, 2015
 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:

National Volunteer Week April 12-18, 2015. Request made by Jeanette Roe, Twin Falls Senior Center
Telecommunicators Week April 12-18, 2015. Request made by Lieut. Craig Stotts, TFPD

GENERAL PUBLIC INPUT

AGENDA ITEMS

I. CONSENT CALENDAR:

1. Consideration of a request to approve the Accounts Payable for April 7, 2015 - April 13, 2015, total: \$341,782.13 and Payroll, April 10, 2015, total: \$133, 721.18.
2. Consideration of a request to approve a Trust Agreement for Sackett Farm Subdivision No. 2, placing Lot 2, Block 1 and Lot 1, Block 2, in trust.

Purpose:

Action

By:

Sharon Bryan

Action

Troy Vitek

II. ITEMS FOR CONSIDERATION:

1. Consideration of a request to authorize the Mayor to sign a Cooperative Agreement with ITD for Americans with Disabilities Act (ADA) Curb Ramp Program Award and to adopt a resolution confirming the commitment.
2. Consideration of a request to readopt Ordinance 3090 to *vacate* undeveloped property within a portion of Northern Passage Subdivisions #3 and #4 on property located at the northeast corner of Federation Road (extended) and Grandview Drive North for Northern Passage, Inc.
3. Consideration of a request to adopt a resolution declaring a sole source supplier for the purchase of law enforcement computer software to aid in dispatching, map update, mobile computing, evidence and records management.
4. Consideration of a request to accept a section of property from Jayco Inc. and authorize the Mayor to sign the agreement for donation of real property.
5. Consideration of a request to reject all bids for the Jayco Lift Station Improvement Project.
6. Consideration of a request to award a contract between the City of Twin Falls and Hummel Architects for design and construction management services for the development of the Public Safety Complex and new City Hall.
7. Public input and/or items from the City Manager and City Council.

Purpose

Action

By:

Mandi Thompson

Action

Rene'e V. Carraway-Johnson

Action

Anthony Barnhart

Action

Jason Brown

Action

Jason Brown

Action

Travis Rothweiler

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:

IV. PUBLIC HEARINGS: 6:00 P.M. - None

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.

Present: Suzanne Hawkins, Jim Munn, Shawn Barigar, Don Hall, Rebecca Mills Sojka

Absent: Chris Talkington and Gregory Lanting

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Mitchel Humble, Deputy City Manager Brian Pike, Assistant City Engineer Troy Vitek, Grant Writer Mandi Thompson, Environmental Engineer Jason Brown, Zoning & Development Manager Rene'e V. Carraway-Johnson, Captain Anthony Barnhart, Staff Engineer Josh Baird, 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 with him. A quorum is present.

CONSIDERATION OF THE AMENDMENTS TO THE AGENDA: None
PROCLAMATION:

National Volunteer Week April 12-18, 2015. Request made by Jeanette Roe, Twin Falls Senior Center

Mayor Hall read the proclamation and presented it to Jeanette Roe.

Telecommunicators Week April 12-18, 2015. Request made by Lieut. Craig Stotts, TFPD

Mayor Hall read the proclamation and presented it to Lieut. Craig Stotts.

GENERAL PUBLIC INPUT

AGENDA ITEMS

I. CONSENT CALENDAR:

1. Consideration of a request to approve the Accounts Payable for April 6, 2015 - April 13, 2015, total: \$341,782.13 and Payroll, April 10, 2015, total: \$133, 721.18.
April 6 – 13, 2015, total:341782.13
April 14, 2015, Prepay total: 3250
2. Consideration of a request to approve a Trust Agreement for Sackett Farm Subdivision No. 2, placing Lot 2, Block 1 and Lot 1, Block 2, in trust.

MOTION:

Councilmember Munn made a motion to approve the Consent Calendar. The motion was seconded by Councilmember Mills Sojka. Roll call vote showed all members present voted in favor of the motion. Approved 5 to 0.

II. ITEMS FOR CONSIDERATION:

1. Consideration of a request to authorize the Mayor to sign a Cooperative Agreement with ITD for Americans with Disabilities Act (ADA) Curb Ramp Program Award and to adopt a resolution confirming the commitment.

Grant Writer Thompson 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 program is to provide safe and easily accessible facilities for pedestrians with disabilities while allowing local jurisdictions flexibility in meeting the required standards.

The City was notified in July 2014 they had been awarded \$60,000, the maximum amount offered per jurisdiction, to construct the 11 ramps. This is the second award for ADA Curb Ramps through this program. 11 curb ramps were completed this year. Additionally, City staff is currently preparing an application for the 2015

MINUTES

Monday, April 13, 2015

Page 3 of 8

funding cycle for an additional \$60,000. Funds are to only be used for construction purposes and will be available July 2015. Projects must be completed by June 2016.

The construction of this project is anticipated to be paid for fully by ITD funds. However, should overages occur above the allocated \$60,000, they will come out of the streets budget.

ITD requires a cooperative agreement to delineate shared responsibilities on their projects. They also require a resolution to confirm the City's acceptance of the agreement. The Council is asked to authorize the Mayor to sign the final agreement and is asked to adopt the resolution.

MOTION:

Councilmember Barigar made a motion to approve Resolution 1945 and authorize the Mayor to sign a Cooperative Agreement with ITD for Americans with Disabilities Act (ADA) Curb Ramp Program Award. The motion was seconded by Vice Mayor Hawkins.

Discussion followed:

Mayor Hall asked for the totality of ramps needed. Staff Engineer Baird stated approximately 6,400 ramps are needed.

Roll call vote showed all members present voted in favor of the motion. Approved 5 to 0.

2. Consideration of a request to readopt Ordinance 3090 to *vacate* undeveloped property within a portion of Northern Passage Subdivisions #3 and #4 on property located at the northeast corner of Federation Road (extended) and Grandview Drive North for Northern Passage, Inc.

Zoning & Development Manager Carraway-Johnson explained the request.

On February 23, 2015 the City Council adopted Ordinance 3090 which allowed for vacation of 13 (+/-) acres of undeveloped property within a portion of Northern Passage Subdivisions #3 and #4. This is the future site of the new Rock Creek Elementary School at the northeast corner of Grandview Drive North and Federation Road (extended).

Idaho State Statute Title 50; Chapter 9; Section; 901 states within one month after an ordinance is passed it shall be published and once the ordinance is published it may take effect. Due to technical timelines, the ordinance was not published within the one month window. The applicant is asking the City Council to re-adopt the previously approved Ordinance #3090.

MOTION:

Vice Mayor Hawkins made a motion to suspend the rules and place Ordinance 3090 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 5 to 0.

Deputy City Clerk Sanchez read the Ordinance by title only: AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, VACATING THE REAL PROPERTY DESCRIBED BELOW AND PROVIDING FOR VESTING OF TITLE TO THE PROPERTY SO VACATED.

MOTION:

Councilmember Barigar made a motion to approve Ordinance 3090. The motion was seconded by Councilmember Munn. Roll call vote showed all members present voted in favor of the motion. Approved 5 to 0.

3. Consideration of a request to adopt a resolution declaring a sole source supplier for the purchase of law enforcement computer software to aid in dispatching, map update, mobile computing, evidence and records management.

Captain Barnhart explained the request.

The Twin Falls Police Department was awarded two grants from the Idaho Emergency Communications Commission. The first grant was awarded in FY 2014 for \$42,070. The second grant was awarded in FY 2015 for \$28,765. \$5,010 is needed to purchase hardware upgrades.

Executive Information Services (EIS) has been the Police Department's current computer software vendor and has provided services since 2001. EIS informed the department they would no longer provide technical service for the city's 14 year old system due to their entirely new, robust, and redesigned management system/computer automated dispatch platform.

The City has investigated sources for upgrades to the City's Emergency Dispatch Services software, and has discovered that there is only one source for this software, and it is Executive Information Services (EIS).

Idaho Code §67-2808(2) permits sole source expenditures where there is only one source for the acquisition of personal property reasonably available.

City Manager Rothweiler explained the request is to authorize the expenditure of \$5,010 out of the Restitution Fund. This expenditure will be accounted for in a budget amendment that is typically done the last week of September.

Discussion followed:

Councilmember Mills Sojka asked if the department looked at other available software and if staff believes this system will be the most efficient and cost effective technology upgrade to be used now and for the next few years. Captain Barnhart answered in the affirmative.

Vice Mayor Hawkins asked for clarification if the two grants from the Idaho Emergency Communications Commission are for computer software and the \$5,010 will be designated for the computer hardware. Captain Barnhart answered in the affirmative.

MOTION:

Vice Mayor Hawkins made a motion to approve Resolution 1946. The motion was seconded by Councilmember Mills Sojka. Roll call vote showed all members present voted in favor of the motion. Approved 5 to 0.

4. Consideration of a request to accept a section of property from Jayco Inc., and authorize the Mayor to sign the agreement for donation of real property.

Environmental Engineer Brown explained the request.

The donation is in conjunction with the construction of the Jayco Lift Station improvement project. In order to expand the current Jayco Lift Station to service the industrial area that includes Clif Bar's Baking Facility, the City would require an additional portion of land around the lift station. Jayco has agreed to donate this additional portion to the City to accomplish this expansion.

MOTION:

Councilmember Mills Sojka made a motion to accept a section of property from Jayco Inc. and authorize the Mayor to sign the agreement for donation of real property. The motion was seconded by Councilmember Barigar. Roll call vote showed all members present voted in favor of the motion. Approved 5 to 0.

5. Consideration of a request to reject all bids for the Jayco Lift Station Improvement Project.

Environmental Engineer Brown explained the request.

In accordance with the Development Agreement between Clif Bar/URA/City of Twin Falls, the City agreed to improve the Jayco Lift Station to serve the Clif Bar Baking Facility. The Jayco Lift Station Improvement Project was publicly bid and bids were opened on April 7, 2015. Only one bid was received from Star Construction LLC., in the amount of \$493,339.00 (with add alternates \$537,467.00). In accordance with Idaho Statute 67-2805 the City can either accept the lowest bid or reject all bids.

Staff recommends that the City Council reject all bids and allow staff to investigate the opportunity to contract this project on the open market for less or re-bid the project.

MOTION:

Vice Mayor Hawkins made a motion to reject all bids for the Jayco Lift Station Improvement Project and negotiate on the open market. The motion was seconded by Councilmember Mills Sojka. Roll call vote showed all members present voted in favor of the motion. Approved 5 to 0.

6. Consideration of a request to award a contract between the City of Twin Falls and Hummel Architects for design and construction management services for the development of the Public Safety Complex and new City Hall.

City Manager Rothweiler explained the request.

On March 9, 2015, the Council made the recommendation to staff to begin negotiations with Hummel Architects for architectural and construction management services.

Over the course of the past several weeks, representatives from the City of Twin Falls and Hummel Architects have negotiated the contract and possible delivery/construction methods. The City followed the process outlined in Idaho Code Section 67-2320.

Based on those conversations, it is the City Manager and staff's recommendation to construct the majority of the City Hall and Public Safety projects using the Construction Manager\General Contractor (CM/GC) delivery process. In accordance with Idaho Code 67-2320, a public entity starts the process by issuing an RFQ for construction management services. The CM/GC is selected based on knowledge, skills and qualifications, which is similar to the process that is used to hire the architect. After being selected, the Construction Manager/General Contractor will have the responsibility of bidding all of the construction trades, i.e. plumbing, electrical, and mechanical, etc. This ensures the City is getting a competitive price and local firms have the opportunity to compete and participate in the construction of the project and insures that quality contractors are being considered.

After the bidding of the construction trades has been completed, the City has a chance to review the bids and negotiate with the CM/GC for either a fixed price or a guaranteed maximum price for construction. This helps ensure that the project budget is intact and reduces the number of changes expected from the field. The City reserves the right to execute some or all of the projects using a Construction Manager Representative (CMR) approach as well. Under this approach, a qualified construction manager will be selected from those who respond to the RFQ for the City Hall and Public Safety Complex projects.

Clint Sievers with Hummel Architects will make a brief presentation to the City Council to explain the contract, the Construction Manager\General Contractor (CM/GC) delivery process, and tentative schedule.

The contract and the preferred CM/CQ construction method have been reviewed by Twin Falls City Attorney Fritz Wonderlich.

Discussion followed.

Councilmember Mills Sojka asked for the main differences and advantages of the CM/CQ process versus a general bid delivery method.

Clint Sievers explained the basic process using a PowerPoint presentation. The contract evolves around phases, design and construction.

The following was explained:

Schedule: April 2015 to April 2016

- Vision
- Community Involvement
- Organizational Chart
- Programming
- Schematic Design
- Cost Estimate
- Design Development
- Construction Documents

Construction Delivery CM/GC

- What is CM/GC?
- Anticipated Project Process
- Benefits of CM/GC Process

Councilmember Mills Sojka asked if a guaranteed maximum price can be negotiated in the traditional bidding method during the request for proposal process. Clint Sievers stated that the only method to guarantee a maximum price is through the CM/GC.

City Manager Rothweiler explained the general delivery method process allowed by Idaho Code. The formal bid process requires the acceptance of the lowest responsive bid.

Clint Sievers stated that by proceeding with the CM/GC delivery method as set forth by the contract, the City has the option to select a CM through the entire process.

Councilmember Mills Sojka asked if a qualification based process would be used as opposed to following the state code using the lowest responsive bidder.

Clint Sievers stated the CM/GC delivery method is an adopted state code. The CM/GC is selected based on quality and the CM/GC requires that bids are opened in the presence of the public owner and the subcontracts and supply contracts be awarded to the lowest responsible bidder.

Vice Mayor Hawkins stated for the record that when the CM/GC process was going through the state legislature last year the Association of Idaho Cities officially took a stance in support of this process.

Client Sievers explained the CM/GC process and benefits.

Councilperson Mills Sojka stated the contract lists the total sq. ft. of the Banner building at 42,500 - 50,000 and the cost estimate in the budget for the general tenant improvements is for 29,500 sq. ft. She asked when is full build-out of the building anticipated to be finished and at what cost.

City Manager Rothweiler explained that the cost for full build-out of the building out will be driven by a time frame that is several years out. Currently the building will be largely tenant improved as additional space is needed. At this point and time staff believes it is probably prudent, based on the current knowledge of the cost to do only the rough end plumbing cost associated with the basement, to leave the basement unfinished. Staff does not believe this space will be needed for several years. In the report, it states that an average employee would use approximately 200 sq. ft. of office space. In reality, the average office space is anywhere between 80 sq. ft. to 120 sq. ft. The plan is to use the first floor, expand the mezzanine, and make and create improvements on the 3rd floor, totaling 29,000 sq. ft. The basement would be unoccupied space and improvements would not be made at this time. Based upon the 29,000 sq. ft., it is estimated the building will last 53 years. There is about 18 years, based upon historical growth trends and an addition of 36 employees, before improvements are needed to be made.

Clint Sievers explained the distribution of the building.

Councilmember Miils Sojka asked the total cost of the City Hall at full build-out. The cost is \$4.5 million for current remodeling.

City Manager Rothweiler explained it is difficult to project costs for improvements to be done in twenty years but it is safe to say it will cost more per square foot than it is now.

Clint Sievers explained that in taking this approach in the public safety project, the City will select what is paid for now and what is paid for in the future. The same approach can be taken with the Banner building.

Councilmember Mills Sojka stated if citizens are unable to attend committee meetings to engage them in a more modern and accessible way.

Mayor Hall stated that if an unfinished basement had been incorporated in the time of the building of the Police Department, the space could have been used for future growth. The Banner building will meet the City's needs for several years in the future.

MOTION:

Councilmember Munn made a motion to approve the contract between the City of Twin Falls and Hummel Architects for design and construction management services for the development of the Public Safety Complex and new City Hall. The motion was seconded by Councilmember Barigar. Roll call vote showed all members present voted in favor of the motion. Approved 5 to 0.

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

City Manager Rothweiler stated the Chamber of Commerce Today's Luncheon will be held on April 14, 2015, at the Stonehouse at 12:00 p.m.

Vice Mayor Hawkins requested a moment of silence for Rick Otto, a local artist who displayed his artwork in the Council Chambers and at the Airport.

MINUTES

Monday, April 13, 2015

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Councilmember Mills Sojka gave an update on the Urban Renewal Agency meeting held on April 13, 2015. Discussion was made on parking on Main Street. Feedback she has received has not been in favor of the back-in angle parking. The Project Advisory Committee (PAC) is in favor of the back-in angle parking. She suggested engaging the public now before a decision is made by the URA and to reach out to the public through the City's media partners.

Mayor Hall stated it is incumbent upon the councilmembers to become educated to share with the citizens of Twin Falls on how back-in angle parking looks on Main Street in regards to space needs and the safety aspect for both pedestrians and bicyclists. Pull-in straight parking is not conducive to bicyclists and what is to be accomplished on Main Street.

Vice Mayor Hawkins explained her experience of back-in angle parking in Seattle the past week. She found that vehicles were trying to back-in angle park, making four to five attempts while traffic was lining up. It was not a positive experience.

Councilmember Barigar stated that Mandi Roberts from Otak had discussed demonstrating back-in angle parking. He is in favor of engaging and educating the public about back-in angle parking.

Mayor Hall stated that in Salt Lake City back-in parking moved smoothly.

Mayor Hall commended the School District and Harrison Elementary School for developing leadership skills in their students by using Stephen Covey's "Habits of Highly Effective People" and the "Leader in Me" program.

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:

IV. PUBLIC HEARINGS: 6:00 P.M. - None

V. ADJOURNMENT: The meeting adjourned at 6:20 p.m.

Leila A. Sanchez
Deputy City Clerk/Recording Secretary

COUNCIL MEMBERS:

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



MINUTES

Meeting of the Twin Falls City Council
Monday, April 27, 2015

City Council Chambers - 305 3rd Avenue East -Twin Falls, Idaho

PLEDGE OF ALLEGIANCE TO THE FLAG CONFIRMATION OF QUORUM CONSIDERATION OF THE AMENDMENTS TO THE AGENDA PROCLAMATIONS: Better Hearing and Speech Month Spencer Wm. Stirland, AuD., Hearing Aid Counselors & Audiologists, Inc. National Music Week Bonnie Lamborne, Twin Falls Music Club President		
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 April 20 – 27, 2015, total: \$328,331.20 and Payroll, April 24, 2015, total: \$127,686.33.	Action	Sharon Bryan
2. Consideration of a request to approve the March 30, 2015, and April 6, 2015, City Council Minutes.	Action	Leila A. Sanchez
II. <u>ITEMS FOR CONSIDERATION:</u>	<u>Purpose:</u>	<u>By:</u>
1. Presentation of Peace Officer Standards and Training Council Certificates to the following individuals before the Twin Falls City Council: Officer Tavita Messenger, Officer Tyler Campbell, Officer Morgan Waite, Sergeant David Frick and Sergeant Luke Allen	Action	Bryan Krear John K. Wilson
2. Consideration of a request to approve a Special Event Application for the Annual Cinco de Mayo event to be held at Garibaldi's Restaurant located at 645 Filer Avenue on May 5, 2015.	Action	Dennis Pullin
3. Consideration of a request to pay fees in lieu of park land dedication for the WS&V PUD and a 30% reduction in their in lieu of fees.	Action	Dennis J. Bowyer Kathryn AlMBERG, The Housing Company
4. Consideration of a request to adopt an Ordinance for a Zoning District Change and Zoning Map Amendment from C-1 PUD to C-1 for 7.5 (+/-) acres of undeveloped property located on the north side of the 2400 block of Addison Avenue East.	Action	Rene'e V. Carraway- Johnson
5. Consideration of a request to waive the bonding requirement related to Golden Eagle Subdivision Number 5, Northern Passage Subdivision Number 5, and Sacket Farm Subdivision Number 2.	Action	Troy Vitek Brad Wills
6. Public input and/or items from the City Manager and City Council.		
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u> <u>6:00 P.M.</u>		
1. Consideration of a request to vacate a portion of a platted utility, vehicle access and drainage easement on property located at 1777 and 1821 Canyon Crest Drive for Westpark Partners.	PH/Action	Gerald Martens/ EHM Engineers
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.

Minutes

Monday, April 27, 2015

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Present: Suzanne Hawkins, Jim Munn, Shawn Barigar, Gregory Lanting, Rebecca Mills Sojka

Absent: Don Hall, Chris Talkington

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Mitchel Humble, Deputy City Manager Brian Pike, Parks & Recreation Director Dennis Bowyer, Assistant City Engineer Troy Vitek, Zoning & Development Manager Rene'e V. Carraway-Johnson, Chief Bryan Krear, Lieutenant John K. Wilson, Deputy City Clerk/Recording Secretary Leila A. Sanchez

Vice Mayor Hawkins called the meeting to order at 5:00 P.M. She then invited all present, who wished to, to recite the pledge of Allegiance to the Flag with her. A quorum is present.

CONSIDERATION OF THE AMENDMENTS TO THE AGENDA: None

PROCLAMATIONS:

Better Hearing and Speech Month Spencer Wm. Stirland, AuD., Hearing Aid Counselors & Audiologists, Inc.

Vice Mayor Hawkins presented the proclamation to Spencer Stirland.

National Music Week Bonnie Lamborne, Twin Falls Music Club President

Vice Mayor Hawkins presented the proclamation.

GENERAL PUBLIC INPUT: None

AGENDA ITEMS

I. CONSENT CALENDAR:

1. Consideration of a request to approve the Accounts Payable for April 20 – 27, 2015, total: \$328,331.20 and Payroll, April 24, 2015, total: \$127,686.33.
2. Consideration of a request to approve the March 30, 2015, and April 6, 2015, City Council Minutes.

MOTION:

Councilmember Lanting made a motion 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 5 to 0.moved.

II. ITEMS FOR CONSIDERATION:

1. Presentation of Peace Officer Standards and Training Council Certificates to the following individuals before the Twin Falls City Council: Officer Tavita Messenger, Officer Tyler Campbell, Officer Morgan Waite, Sergeant David Frick and Sergeant Luke Allen.

Lieutenant John K. Wilson gave the presentation.

Chief Bryan Krear, Vice Mayor Hawkins, Deputy City Manager Brian Pike presented the following:
Post Basic Certification to Officers' Tavita Messenger and Officer Tyler Campbell
Post Intermediate Certification to Officer Morgan Waite
Post Supervisory Certifications' to Sergeant David Frick and Sergeant Luke AllenTavita.

2. Consideration of a request to approve a Special Event Application for the Annual Cinco de Mayo event to be held at Garibaldi's Restaurant located at 645 Filer Avenue on May 5, 2015.
Staff Sergeant Pullin explained the request.

The Special Event Application has been submitted by Ramon Cardoza on behalf of Garibaldi's. A live band will be providing entertainment. The band will be set up on the south side of Garibaldi's Restaurant, located in the

parking lot, next to their building near Filer Avenue. There will be alcohol served in the same area as the live music. A catering permit has been purchased to allow the sale of alcohol.

The Police Department did receive one noise complaint from the 2014 Cinco de May event, which required police response. This matter was resolved with no further incidents. Mr. Cardoza has been advised that continued complaints may affect future events; therefore, it is imperative that the noise levels from the band be monitored closely. If the Police Department receives noise complaints for the event and is found to be in non-compliance, the on-duty Patrol Supervisor shall terminate the event.

Staff recommends approval of the request.

Discussion followed:

Councilmember Lanting stated last year was the first year they held it on the south side of the building rather than in the parking lot perhaps causing the noise disturbance. Staff Sergeant Pullin stated he could not confirm if this was the case.

Councilmember Munn stated his concern that the event will be held on a weekday and in close proximity of a residential area. To minimize any distributions to the neighborhood he suggested stopping the music at 9:30 p.m. and end the event at 10:00 p.m.

MOTION:

Councilmember Munn made a motion to approve the Special Event Application for the Annual Cinco de Mayo event to be held at Garibaldi's Restaurant located at 645 Filer Avenue on May 5, 2015, subject to the following condition: 1. Music end at 9:30 p.m. and event end at 10:00 p.m. The motion was seconded by Councilmember Barigar. Roll call vote showed all members present voted in favor of the motion. Approved 5 to 0.

2. Consideration of a request to pay fees in lieu of park land dedication for the WS&V PUD and a 30% reduction in their in lieu of fees.

Parks & Recreation Director Bowyer reviewed the request.

The WS&V PUD is a proposed 60 multi-family unit apartment complex (Field Stream Apartments) on five acres. The subdivision is located on the west side of Field Stream Way, north of North College Road and sits northeast of the Xavier Charter School.

City Code Section 10-12-3-11 requires a dedication of one acre of land per 100 units developed within a subdivision for the development of a neighborhood park. This subdivision will require a dedication of 0.6 acres of park land. City Code Section 10-12-3-11(F) states, "The City Council may, at their discretion, approve and accept cash contributions in lieu of park land with improvements, which contributions shall be used for park land acquisition and/or park improvements within the boundaries of the arterial streets in which the development is located."

Ordinance #3034 allows developments meeting all five criteria to qualify for a 50% reduction on their cash contribution in lieu of dedication of park land. The WS&V PUD Subdivision does not qualify for the in-fill reduction.

The in lieu of payment is calculated at \$71,220.

The Parks & Recreation Commission recommended accepting the developer's request for a Parks in Lieu of contribution and for a 30% reduction in their fees because the developer is a non-profit organization. The vote was a 5-1 vote.

Of the 41 Parks in Lieu applications that have been approved by the City Council, only one had received a reduction or waiver of their parks in lieu of fees because they are a non-profit developer. That fee of \$2,609.73 was waived by the City Council on September 26, 2011 for Habitat for Humanity on the Platinum Trio Subdivision.

The Parks & Recreation Commission is seeking direction from the Council when approached by a non-profit developer requesting a reduction in their Parks in Lieu contribution.

Discussion followed:

Councilmember Lanting asked how the in-lieu fund would be used for at the Sunway Soccer Complex. Parks & Recreation Director Bowyer stated the money could be spent on shelters, benches, and other amenities.

Kathyrn Alberg explained the request. The Housing Company is a non-profit developer and an affiliate corporation with Idaho Housing and Finance. Their mission is to provide affordable housing for people in Idaho. At the five acre location the plan is to build 60 affordable units capped at 60% of median income.

On overhead projection she showed a playground at a 36 unit development in McCall Idaho. She expects the Fieldstream Apartments to have a larger playground area with a picnic and bar-b-que area, covered area, restrooms, drinking fountains, etc. The clubhouse will be built with restrooms and community room.

The request to the Parks & Recreation Commission was made because a precedent was set for a 50% reduction in the parks in lieu fee based on criteria of five per the ordinance. The Housing Company meet the following criteria: 1. Development shall be located within city limits. 2. Development shall not border an arterial street. 3. Development shall not border the city limits. They did not meet the following criteria: 1. The number of household units must be 8 or less per acre, as identified on the preliminary plat. 2. Development must not have been converted from agricultural land.

Discussion followed:

Councilmember Mills Sojka stated the following concerns: Recommendation from the Parks & Recreation Commission of a 30% reduction; City Code Section 10-12-3-11(F) is designated for the developer; the developer is for profit; and \$21,366 in lieu fee reduction is significant.

Councilmember Lanting stated that non-profits include credit unions, hospitals, etc. but they are a for profit organization. He asked Ms. Alberg her arrangement with the developer of the property.

Kathyrn Alberg stated that the property was purchased from the developer and The Housing Company is developing the property. They are a 5013 C Corporation and an affiliate Corporation to Idaho Housing and Finance which administers all of the programs for state housing. The Housing Company signed a limited use agreement making the property deed restricted for 40 years. During this time the property will be for nonprofit affordable housing. The Housing Company has been in business since 1990 and until this date has never sold a property. Any "profits" coming from projects go back into the project.

Councilmember Barigar explained that Habitat for Humanity was not a traditional development because the property was a residential lot. On small acres of property and for a nonprofit organization he can appreciate the need to consider a reduction for a nonprofit developer. He assumes the Parks & Recreation Commission settled for the 30% because the applicant met three of the five criteria requirements.

Councilmember Barigar recommended that requests for a reduction in lieu fees for non-profits be presented to the Council.

MOTION:

Councilmember Barigar made a motion to accept to pay fees in lieu of park land dedication for the WS&V PUD and a 30% reduction to their in lieu fees. The motion was seconded by Councilmember Munn.

Councilmember Mills Sojka stated that she does not believe that private contributions for parks and recreation are the same as for public contributions. She does appreciate there will be recreational opportunities on the development but is concerned that the contributions will not be going towards the city's parks and recreation system.

AMENDMENT TO THE MOTION:

Councilmember Mills Sojka motioned the applicant pay fees in lieu of park land dedication for the WS&V PUD at 100%. The motion failed due to a lack of a second.

Roll call vote showed Councilmembers Barigar, Munn, Lanting voted in favor of the motion. Councilmembers Hawkins and Mills Sojka voted against the motion. Approved 3 to 2.

3. Consideration of a request to adopt an Ordinance for a Zoning District Change and Zoning Map Amendment from C-1 PUD to C-1 for 7.5 (+/-) acres of undeveloped property located on the north side of the 2400 block of Addison Avenue East.

Planner I Spendlove reviewed the request.

On February 24, 2015, the Planning & Zoning Commission held a public hearing and was asked to make a recommendation to the City Council on a request for a Zoning District Change and Zoning Map Amendment from C-1 PUD to C-1 for this site. There was no public comment and upon conclusion of deliberations the Commission determined: 1. The request is in conformance with the Comprehensive Plan designation of Commercial/Retail for this site; and 2. The extent and nature of changing the zoning of this property to C-1 would be compatible with and not detract from the surrounding area.

On March 30, 2015, the City Council held a public hearing on this request. There was no public comment and upon conclusion of the public hearing. The Council approved the request as presented.

Councilmember Barigar made a motion to suspend the rules and place Ordinance 3095 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 5 to 0.

Deputy City Clerk Sanchez read the ordinance by title only: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, REZONING REAL PROPERTY BELOW DESCRIBED; PROVIDING THE ZONING CLASSIFICATION THEREFOR; AND ORDERING THE NECESSARY AREA OF IMPACT AND ZONING DISTRICTS MAP AMENDMENT.

MOTION:

Councilmember Munn made a motion to adopt Ordinance 3095. The motion was seconded by Councilmember Barigar. Roll call vote showed all members present voted in favor of the motion. Approved 5 to 0.

4. Consideration of a request to waive the bonding requirement related to Golden Eagle Subdivision Number 5, Northern Passage Subdivision Number 5, and Sacket Farm Subdivision Number 2.

Assistant City Engineer Vitek reviewed the request.

Three schools are going forward with development which requires platting of the lots. According to City Code 10-12-4-3: Guarantee of Completion of Improvements, to record a final plat the developer is permitted to

execute a trust and escrow agreement or provide a financial guarantee prior to recordation. The building of the schools is to coincide with construction of the improvements and will be completed by the school prior to the issuance of a certificate of occupancy. A Trust Agreement will not work for the schools since a building permit cannot be issued on a lot in trust. The school is requesting the waiver of the bond and to have the guarantee of improvements to their lot tied to the Certificate of Occupancy.

Brad Wills, 222 Shoshone Street West, explained the approval of the request will not be a financial burden on the City of Twin Falls.

Councilmember Barigar asked how this was handled with the construction of Canyon Ridge High School. Brad Wills stated that the issue did not come up. During the development of the Riverhawk Subdivision, the school did surrounding improvements.

Assistant City Engineer Vitek stated that the school would be issued a temporary certificate of occupancy and would require the School District to bond for construction improvements. If the School District fails to comply, the City would use the bond for the improvements.

Councilmember Mills Sojka asked for the guarantee that improvements are done at the time of the issuance of occupancy. Assistant City Engineer Vitek stated the City would require a bond. If work is not completed by the School District the City would then hire the work to be done, which would be paid by the money received from the bond.

MOTION:

Councilmember Lanting made a motion to approve waiving the bonding requirement related to Golden Eagle Subdivision Number 5, Northern Passage Subdivision Number 5, and Sacket Farm Subdivision Number 2, as presented, and subject to the following condition: 1. The School District post a financial guarantee for uncompleted construction improvements prior to the City of Twin Falls issuing a certificate of occupancy, The motion was seconded by Councilmember Barigar. Roll call vote showed all members present voted in favor of the motion. Approved 5 to 0.

Brad Wills stated that the Rock Creek Elementary School groundbreaking is scheduled for May 28, 2015, at 1:00 p.m.

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

City Manager Rothweiler reported on the following upcoming agenda items:

May 4, 2015, Discussion on the Municipal Powers Outsource Grant.(MPOG) Process.

May 4, 2015, Presentation by the Long Term Planning Group

May 11, 2015, Presentation on the MPOG updates.

May 11, 2015, Budget discussions and input from community members and partners.

May 26, 2015, Budget: Input from community members and partners.

July 6, 2015, Budget will be delivered to the Council on July 6, 2015.

August 10, 2015, Public hearing for rates.

August 24, 2015, Formal adoption of the budget.

Councilmember Mills Sojka asked how long the MPOG presentations are expected to last.

City Manager Rothweiler stated that the May 11, 2015, City Council meeting will begin at 4:00 p.m. The presenters will be given 5 minutes to present their report and there will be a 5 minutes for Q/A. The next piece on the agenda will be a conversation on the budget.

Councilmember Mills Sojka suggested rescheduling the MPOG presentations.

Councilmember Lanting commended Parks & Recreation Director Bowyer for his efforts on Arbor Day.

Vice Mayor Hawkins gave an update on the Twin Falls Youth Council Kite Day that was held on April 25 and 26, 2015. She thanked Toy Town and Dutch Brothers for their participation.

Manager Humble gave an update on the Rock Creek Manhole Project that was completed April 20, 2015.

Recess: 5:55 p.m.

Reconvened: 6:05 p.m.

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:

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

1. Consideration of a request to vacate a portion of a platted utility, vehicle access and drainage easement on property located at 1777 and 1821 Canyon Crest Drive for Westpark Partners.

Gerald Martens explained the request. The easement was provided at the time of platting as a standard City of Twin Falls requirement. The development of the subdivision is nearing completion and plans for Lot 2 and a portion of Lot 3 are being developed and it has been determined the easement is not needed for utilities, drainage or access to other lots.

Approval of the request will allow the construction of a loading ramp and loading dock on the back of the building.

All the applicable utility companies have submitted approval of the vacation of the easement with the exception of Idaho Power. Idaho Power is requesting a portion of the property remain as an easement to facilitate a new building construction site.

Planner I Spendlove explained the request.

On March 31, 2015, the Planning & Zoning Commission held a public hearing. No public comment was received. The Planning & Zoning Commission recommend to the City Council approval of the request subject to the following conditions: 1. Subject to all applicable utility letters being submitted to the City prior to publication of the vacation ordinance. 2. Subject to all conditions of approval by the applicable utility companies being met prior to publication of the vacation ordinance.

Staff concurs with the Commission's recommendation.

Vice Mayor Hawkins opened and closed the public input portion of the hearing. No public input was received.

MOTION:

Councilmember Munn made a motion to vacate a portion of a platted utility, vehicle access and drainage easement on property located at 1777 and 1821 Canyon Crest Drive for Westpark Partners. The motion was seconded by Councilmember Barigar. Roll call vote showed all members present voted in favor of the motion. Approved 5 to 0.

V. ADJOURNMENT: The meeting adjourned at 6:10 p.m.

Leila A. Sanchez
Deputy City Clerk/Recording Secretary



Date: Monday, May 18, 2015
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to accept the Improvement Agreement for the purpose of developing **Sackett Farm Subdivision No. 2**.

Time Estimate:

The staff presentation will take approximately 2 minutes.

Background:

The final plat was approved on March 30, 2015. Prior to development, an improvement agreement is required. The developer is meeting that requirement with this document.

Approval Process:

Accepting the Improvement Agreement allows the developer to develop the lots. After acceptance of utilities or a financial guarantee provided to the city, the lots can be removed from trust and sold.

Budget Impact:

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

Regulatory Impact:

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

Conclusion:

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

Attachments:

1. Improvement Agreement.

IMPROVEMENT AGREEMENT

for
DEVELOPMENTS

This Agreement made and entered into this ___ day of ___, 20___, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and Twin Falls School District hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development LOT 1, BLOCK 1, SACKETT FARM SUBD. No. 2.

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

WHEREAS, Developer desires to develop said real property for the following purposes: ELEMENTARY SCHOOL.

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

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

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

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

WITNESSETH

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

1.

City agrees: (1) to operate and maintain all approved streets, alleys, service and roads, excluding state highways, constructed under the terms of this Agreement in any public rights-of-

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

II.

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

a. Surety Bond

1. Accrual - The Bond shall accrue to the City covering construction, operation and maintenance of the specific public improvement.
2. Amount - the bond shall be in an amount equal to one hundred percent (100%) of the total estimated cost for completing construction of the specific public improvements, as estimated by the Developer's Engineer and approved by the City Engineer.
3. Term Length - The term length in which the bond is in force, for the duration of that phase of the project, shall be until completed and accepted by the City Engineer.
4. Bonding for Surety Company - The bond shall be with a surety company authorized to do business in the State of Idaho, acceptable to the Council.
5. The escrow agreement shall be drawn and furnished by the subdivider to the satisfaction of the Council.

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

III.

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

- a. Prepare a master utility plan showing the location of all existing and proposed utility lines to include but not be limited to sewer, water, gas, electricity, telephone, irrigation, pressure irrigation and storm sewer.
- b. Prepare detailed plans and specifications for construction of all improvements required by this Agreement and shall include but not be limited to a complete set of construction plans, including profiles, cross-sections, specifications and other supporting data, for all required public streets, utilities and other facilities. Such construction plans shall be based on preliminary plans which have been approved

with the preliminary plat, and shall be prepared in conjunction with the final plat. Construction plans are subject to approval by the responsible public agencies. All construction plans shall be prepared in accordance with the public agencies' standards and specifications.

- c. Perform construction surveying, staking, testing, inspection and administer the construction of all facilities required by this contract.
- d. Submit all test reports, inspection reports, change orders and construction diaries to the City Engineer every week during the construction of the development or subdivision.
- e. Prepare and submit an updated copy of the enclosed development and subdivision checklist to the City Engineer every week during the construction of the development or subdivision, and also upon completion of the project.
- f. Submit to the City Engineer the final plans, and master utility plan for the City records showing any approved changes to the original plans and specifications. A permanent drawing in ink on approved transparent polyester drafting film and an electronic media copy of the plans in ACAD 2000 using City standard format shall be provided within thirty (30) days after completion of the project.
- g. Submit a letter upon completion of construction stating that the work has been constructed in conformance to the plans and specifications, with the certification by the Developer's Engineer that improvements were constructed to the lines and grades shown.

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

The City agrees to provide asphalt pavement testing for conformance with City standards, but it shall be the responsibility of Developer's Engineer to provide all necessary quality control during construction. All tests shall be taken at a frequency based upon City of Twin Falls Standard Specifications.

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

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

IV.

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

V.

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

VI.

The Developer hereby agrees and petitions the City to annex into the corporate limits of said City, the above described real property that is contiguous with the same or becomes contiguous to said City limits. Developer agrees to annexation of said real property by the City upon the terms and conditions as shall be set forth by said City.

VII.

The Developer and the City agree that the improvements listed herein are required unless specifically waived by action of the City Council and that said improvements will be constructed on any public rights-of-way or easements approved and accepted by the City Council all as designed by the Developer's Engineer and approved by the City Engineer and in accordance with standards established by the City Engineer and that all required improvements will be completed in a timely manner. If improvements are not completed in a timely manner, the Developer shall provide an updated, current version of the developer's agreement and financial guarantee for City Council consideration.

VIII.

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

DX.

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

X.

The City shall provide no compensation for the cost of an oversize water or sewer line. In the case of water or sewer lines extended adjacent to or outside the limits of development, the Developer shall be eligible for payback from adjacent property owners pursuant to Resolution No. 1182. The Developer shall also be eligible for compensation when a private developer extends or connects to any water or sewer system previously installed by private developer, pursuant to Resolution 1651.

XI

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

The issuance or approval of plans, specifications and computations shall not be construed as an approval of any violation of any provisions of City code, specifications, standards, policy, or any

other ordinance of the City. Approvals of plans that may violate City code, specifications or departmental policies will not be valid.

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

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

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

The Developer shall be responsible for any damage to any existing public improvements and shall repair or replace any such damage as required by the City Engineer, during or after completion of this project.

XII.

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

PUBLIC WAYS

(a) Required Improvements

- (1) Curb, gutter and sidewalk on all public street rights-of-way.
- (2) A standard residential street thirty six feet (36') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course on all public street rights-of-way serving residential use property.
- (3) Minor residential and private streets as specified in the City of Twin Falls Standard Drawings.
- (4) A standard commercial or collector street forty eight feet (48') wide with an eleven inch (11") gravel course and three inch (3") asphaltic concrete surface course on all public street rights-of-way serving commercial use property or as a collector street. Whenever a street serves an industrial use property the City Engineer will determine the appropriate structural section.

- (5) A service-road twenty four feet (24') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course and with concrete curb-gutter or curb and valley-gutter on all public service road rights-of-way.
- (6) A sidewalk five feet (5') wide minimum on all public pedestrian rights-of-way. Four foot (4') sidewalks by special permission of the City Council are allowed by City of Twin Falls Standard Drawings for minor residential streets under certain conditions.
- (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A tract of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to arterial and collector streets. Within that tract the developer shall install landscaping six feet (6') in depth with a sprinkler system and with grass and trees behind the curb line and shall also install a five foot (5') sidewalk. The landscaping will be maintained by the city and funded through a fee added to the water bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. TFCC §10-12-4.2(O).
- (8) Street signs and traffic control devices on all public streets.
- (9) Street lights as determined by City policy for street light installation.

(b) City Costs

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

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

WATER SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-8-3, 7-8-10 and 10-12-4.2 water line and fittings six inch (6") minimum diameter that will transport a flow of water, which will satisfy fire, domestic, other water demands of the development, based upon the City water pipe sizing plan and computer water model. Water line extension shall include connection from the existing City Water System to each building site and fire hydrants and then loop back to the City System in a manner that will provide a properly functioning system approved by the City Engineer, Water Superintendent and Fire Chief. If the development is to be constructed in phases, the water system shall be looped back to the City system during the first phase. No dead-end lines will be allowed during any phase of the project.
- (2) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City water distribution network in accordance with existing sizing guidelines.
- (3) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users or creating a critical situation in the suppression of fires.
- (4) Fire hydrant connections and fire hydrants spacing to substantially comply with the minimum standards suggested by the Fire Rating Bureau and American Water Works Association. Fire hydrants are required in all developments.
- (5) One water service line shall be constructed to each building site at the time the water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way.

During construction of the curb the letter W shall be stamped into the top or face of the curb directly in front of the water meter box. The impression shall be not less than one and one half inches (1½") high. Meters shall be grouped at adjacent side lot lines when possible or at another location if requested by the Developer and approved by the City Engineer and Water Superintendent. Water meter boxes will not be allowed in driveway approaches. Any cost associated in relocating meters from driveway

approaches will be the responsibility of the Developer or Lot Owner. Temporary address or lot number signs shall be staked at the location where the water meter box is to be installed. The City may install multiple water meters in a single water meter box.

The City will make the water line tap only after all appropriate tap fees for a Water Connection General Permit have been received and permits issued. All new water service line and connections made from existing water service mains to service any new development will be the responsibility of the Developer. The City will make the necessary service line tap after payment of the required water connection general permit fees.

- (6) One water service line tap, meter box, and service line shall be constructed for each building connected to the City water system. It is understood and agreed that the City will make all service line taps and install all meter boxes and that the fee paid by the developer for a Water Connection General Permit will reimburse the City for such work.
- (7) It is further understood and agreed that the City will make all connections to the existing water system. The City will disinfect the new water system at the developer's expense.

(b) City Costs

- (1) None.

(c) Required Inspections

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-7-4, 7-7-11 and 10-12-4.2 a waste water collection system (eight-inch (8") minimum diameter) that will transport a flow of waste water, under conditions of maximum and minimum discharge from the development, to the existing City waste water system.
- (2) Waste water sewer lines adjacent to or internal to the development will be sized to continue the orderly expansion of the City Waste Water Collection

System in accordance with existing sizing guidelines and computer sewer model.

- (3) Manholes to provide access for maintenance and cleaning of the sewer lines located at any change of grade or alignment of the sewer, at the end of each sewer and spaced not more than four hundred feet (400') apart.
- (4) During construction of the curb the letter S shall be stamped into the top or face of the curb directly in front of the sewer service line location. The impression shall be not less than one and one half inches (1½") high.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

DRAINAGE SYSTEM

(a) Required Improvements

- (1) Any valley-gutters, ditching, grading or other surface drainage facilities necessary to convey any storm run-off originating from or traversing across the proposed development over the land surface to a point of retention, detention or discharge approved by the City Engineer.
- (2) Any catch basin, storm sewer and other sub-surface drainage facilities necessary to convey any storm run-off, originating from or traversing across the proposed development, to a point of retention, detention or discharge approved by the City Engineer, that cannot, in the City Engineer's opinion, be conveyed over the land surface without causing damage to public or private property or without being an unreasonable inconvenience or hazard to a private individual, a group of individuals or the general public.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

GRAVITY IRRIGATION SYSTEM

(a) Required Improvements

- (1) Any pipe, boxes or other appurtenances necessary to convey all irrigation water in underground pipe across the development and any adjacent public property. Irrigation facilities outside an established City irrigation district shall be constructed in an irrigation easement on private property except where it is necessary for irrigation water to cross the public right-of-way and all such crossings shall be perpendicular to the center line of said right-of-way unless otherwise approved by the City Engineer due to some unusual condition.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

PRESSURE IRRIGATION SYSTEM

(a) Required Improvements

- (1) Pursuant to Section 7-8-3 of the City Code, the use of the City's potable water supply as the primary source of irrigation water in all new developments shall be prohibited. For purposes of this subsection, the term "new development" means any new subdivision or PUD, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or PUD. One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be deeded to the City of Twin Falls before the filing of the final plat for use in the City's pressurized irrigation system.
- (2) Pressure irrigations water line and fittings shall be four inch (4") minimum diameter or larger that will transport a flow of water, which will satisfy all irrigation water demands of the development,

based upon the computer irrigation water model that the developer's engineer has prepared.

- (3) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City Pressure Irrigation water distribution network in accordance with existing sizing guidelines.
- (4) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users. One pressure irrigation water service line shall be constructed to each subdivision lot site at the time the pressure irrigation water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way. One Pressure irrigation water service line tap, irrigation box, and service line shall be constructed for each subdivision lot connected to the City pressure irrigation water system.
- (5) The Developer shall be responsible for all costs incurred in designing and installing the pressure irrigation station. This includes the land, pumps, motors, filters, buildings, delivery system to the station from the TFCC head gate, storage pond, Supervisory Control and Data Acquisition (SCADA) system, and power to the station.
- (6) All pressure irrigation system plans must be prepared by the Developer's engineer shall be according to the City's standard specifications and drawings. Plans submitted to the City shall be signed by a Professional Engineer for review and final approval,

before the City Engineer will sign the plat or approve construction plans.

(7) The Pressure Irrigation System shall be located within easements, right of ways and/or property deeded to the City of Twin Falls.

(b) City Cost.

(1) None

(c) Required Inspections and Testing

(1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

SPECIAL FEATURES

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

a) Required Improvements

b) City Costs

(1) None.

XIII.

The City and the Developer agree that the sequence of construction shall be as follows unless special approval in writing is obtained from the City Engineer:

1. Erosion and sedimentation controls.
2. Stormwater retention and detention facilities.
3. Waste water sewers and service connections.
4. Waste water manholes.
5. Storm sewers and catch basins.
6. Gravity irrigation pipes and boxes.
7. Pressure irrigation lines, service connections, etc.
8. Water lines and service connections.
9. Gas lines, power lines, telephone lines and cablevision lines.
10. Any other underground improvements that are required.

11. Sub-base preparation for public ways.
12. Gravel base course for public ways.
13. Curb-gutter, valley-gutter and sidewalk.
14. Gravel leveling course.
15. Asphalt paving.
16. Special Features.

XIV.

The Development may be phased as indicated on the attached development plan submitted by the Developer and approved by the City Engineer.

The terms of the basic agreement shall apply individually to each phase shown on the attached plan as though each phase were a separate and independent development providing each phase is begun in the sequence indicated on the development plan.

The two (2) year time limit, (indicated in Section VII of the Agreement) for completing the required improvements shall begin for each phase when the Developer sells a lot or an application or a building permit to construct a building within the phase has been received by the City.

The Developer may cease further development after completing any phase and before beginning the next phase and the basic agreement shall terminate in accordance with Section XVI, of the basic agreement for any undeveloped phases of the development originally proposed in the basic agreement.

XV.

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

NOTICE OF DEVELOPER'S AGREEMENT

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

LOT 1, BLOCK 1, SACKETT FARU SUBDIVISION No. 2
The Agreement imposes certain obligations upon the developer for the development of the subject property, and upon the developer's heirs, successors in interest and lawful assigns. Details of the conditions and obligations may be found by examining or photocopying the Agreement at the Office of the City Engineer, 321 2nd Avenue East, Twin Falls, Idaho 83301.

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

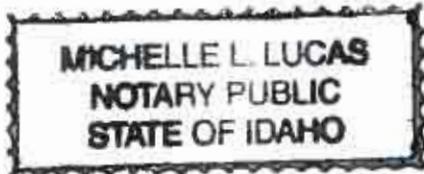
Developer

Wiley J. Dobbs

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

On this 6th day of May, 2015, before me, the undersigned, a Notary Public for Idaho, personally appeared Wiley J. Dobbs, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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



Michelle L. Lucas
Notary Public for Idaho
Residing at Twin Falls, Idaho
Expires 8-13-18

XVI.

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

Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

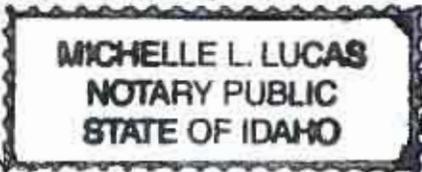
Developer

Wiley J. Dobbo

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

On this 16th day of May, 2015, before me, the undersigned, a Notary Public for Idaho, personally appeared Wiley J. Dobbo, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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



Michelle L. Lucas
Notary Public for Idaho
Residing at Twin Falls, Idaho
Expires 8-13-18

CORPORATION

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

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public for Idaho, personally appeared _____, known or identified to me (or proved to me on the oath of _____) to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at Twin Falls, Idaho

PARTNERSHIP

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

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

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

Notary Public for Idaho
Residing at Twin Falls, Idaho



Date: Monday, May 18, 2015
To: Honorable Mayor and City Council
From: Troy Vitek, Asst. City Engineer

Request:

Consideration of a request to approve a Trust Agreement for **Sackett Farm Subdivision No. 2**, placing Lot 2, Block 1 and Lot 1, Block 2 into trust.

Background:

The Sackett Farm Subdivision No. 2 is located northeast of the intersection of Stadium Blvd. and Hankins Rd. N. The final plat was approved on March 30, 2015 by the Council. This subdivision is owned by the Twin Falls School District. Lot 1, Block 1 is the location for the new Pillar Falls Elementary School. The school district wishes to place the specified lots in trust.

This subdivision encompasses 53.61 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 10th day of APRIL, 2015, 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, in effect on the date of approval of the subdivision of the property.

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 2, Block 1 and Lot 1, Block 2, **SACKETT FARM SUBDIVISION NO. 2**, 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 **SACKETT FARM SUBDIVISION NO. 2**, 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 therefore 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: 4-8-15

TRUSTOR:
TWIN FALLS SCHOOL DISTRICT #411

BY: Bernard Jansen
Bernard Jansen - Twin Falls School District Chairman

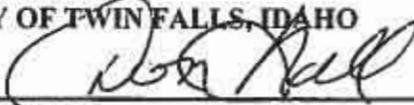
Date: 9/10/15

TRUSTEE:
TITLEFACT, INC.

BY: Richard B. Stivers
Richard B. Stivers, President

Date: April 17, 2015

BENEFICIARY:
CITY OF TWIN FALLS, IDAHO

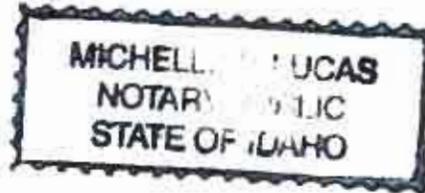
BY: 
Don Hall, Mayor

STATE OF IDAHO
County of Twin Falls

On this 8th day of April, 2015, before me, the undersigned, Notary Public in and for said State, personally appeared **BERNARD JANSEN**, known to me to be the School Board Chairman of **TWIN FALLS SCHOOL DISTRICT #411** that executed this instrument, or the person who executed the instrument on behalf of said **TWIN FALLS SCHOOL DISTRICT #411**, and acknowledged to me that the **TWIN FALLS SCHOOL DISTRICT #411** 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

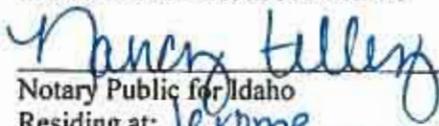

Notary Public for Idaho
Residing at: Twin Falls
My Commission expires: 8-13-18



STATE OF IDAHO
County of Twin Falls

On this 10th day of April, 2015, 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

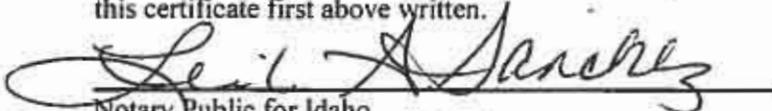

Notary Public for Idaho
Residing at: Jerome
My Commission expires: 12/01/2017



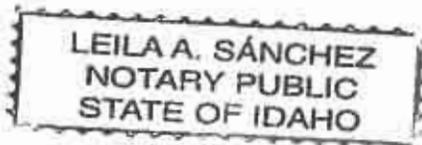
STATE OF IDAHO
County of Twin Falls

On this 17th day of April, 2015, before me, the undersigned, Notary Public in and for said State, personally appeared **DON HALL**, known or identified to me to be the Mayor 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: Twin Falls
My Commission expires: 5-18-2018



"EXHIBIT A"

PHASE CONTROL DEVELOPMENT NOTICE

THIS NOTICE prohibits the conveyance of any undeveloped lot **SACKETT FARM SUBDIVISION NO. 2**, in until such time as 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 Lots 2, Block 1 and Lot 1, Block 2, **SACKETT FARM SUBDIVISION NO. 2** as platted in the records of Twin Falls County, Idaho.

Dated this 8th day of April, 2015.

TWIN FALLS SCHOOL DISTRICT #411, Developer

BY: Bernard Jansen
Bernard Jansen - Twin Falls School District Chairman

TITLEFACT, INC.

BY: Richard B. Silvers
Richard B. Silvers, President

TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

**** SPACE ABOVE FOR RECORDER ****

WARRANTY DEED

FOR VALUE RECEIVED TWIN FALLS SCHOOL DISTRICT #411, hereinafter called the grantor, hereby grants, bargains, sells and conveys unto TITLEFACT, INC., an Idaho corporation, as Trustee for the benefit of Twin Falls School District #411,

hereinafter called grantee, whose address is: 201 Main Ave., West, Twin Falls, Idaho 83301, the following described premises, in Twin Falls County, Idaho, to-wit:

Lots 2, Block 1 and Lot 1, Block 2, SACKETT FARM SUBDIVISION NO. 2, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: April 8, 2015

TWIN FALLS SCHOOL DISTRICT 411, Twin Falls County, Idaho

BY: Bernard Jansen
Bernard Jansen - Twin Falls School District Chairman

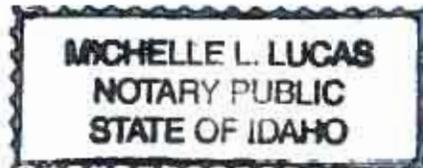
* * * * *

STATE OF IDAHO
County of Twin Falls

On this 8th day of April 2015, before me, a Notary Public in and for said State, personally appeared Bernard Jansen, known or identified to me to be the School Board Chairman of Twin Falls County School District No. 411, Twin Falls County, State of 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 said School District No. 411, Twin Falls County, State of Idaho.

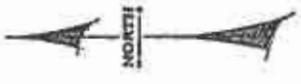
IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

M. Lucas
Notary Public for Idaho
Residing at: Twin Falls
Commission expires: 8-13-18



SACKETT FARM SUBDIVISION NO. 2

A Re-Subdivision and Re-Numbering of Lot 1 and Lot 2
 Conveyance Plat Sackett Farms Subdivision
 Located in a Portion of
 S² NW⁴ NW⁴ and a Portion of SW⁴ NW⁴ of
 Section 12
 Township 10 South, Range 17 East Boise Meridian
 Twin Falls County, Idaho
 2015

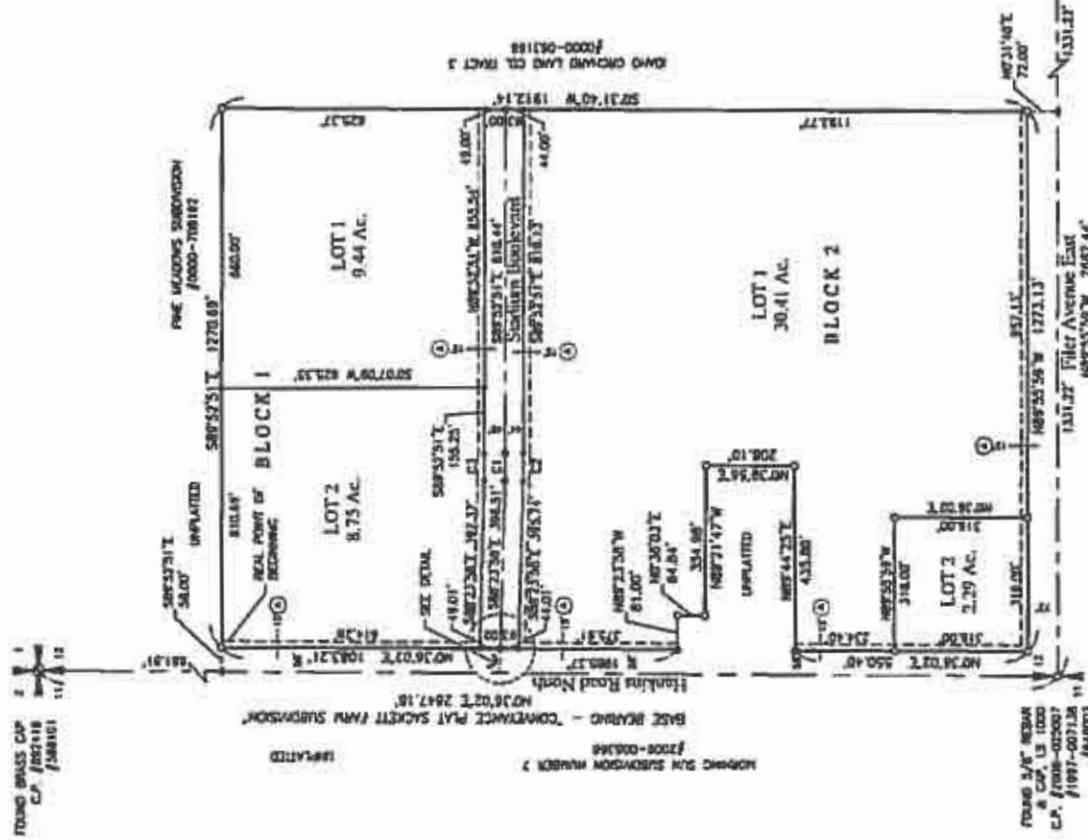


Legend

- SUBDIVISION BOUNDARY LINE
- SECTION LINE
- QUARTER SECTION LINE
- EASEMENT LINE (SEE EASEMENT TABLE)
- ADJACENT PROPERTY LINE
- CENTERLINE OF STREET
- LOT LINE
- ④ CALCULATED POINT (NOT SET)
- ⑥ FOUND BRASS CAP
- FOUND 5/8" REBAR & CAP, LS 8077 OR AS NOTED
- SET 3/4" x 24" REBAR & CAP - LS 10110
- SET 1/2" x 24" REBAR & CAP - LS 10110

Easement Table

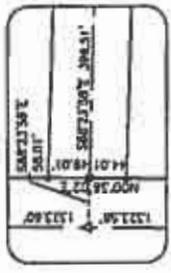
④ 15' WIDE LANDSCAPE, UTILITY, ACCESS, SEWERLINE AND DRAINAGE



Survey References
 #2008-814188
 #2008-914425

Curve Table

CURVE #	DELTA	RADIUS	ARC CHORD	TANGENT	CHORD BPC
C1	178°53'	2500.00'	84.84'	33.37'	5878'25" I
C2	178°53'	2544.00'	85.78'	33.89'	5878'25" I
C3	178°53'	2491.00'	83.37'	31.88'	5878'25" I

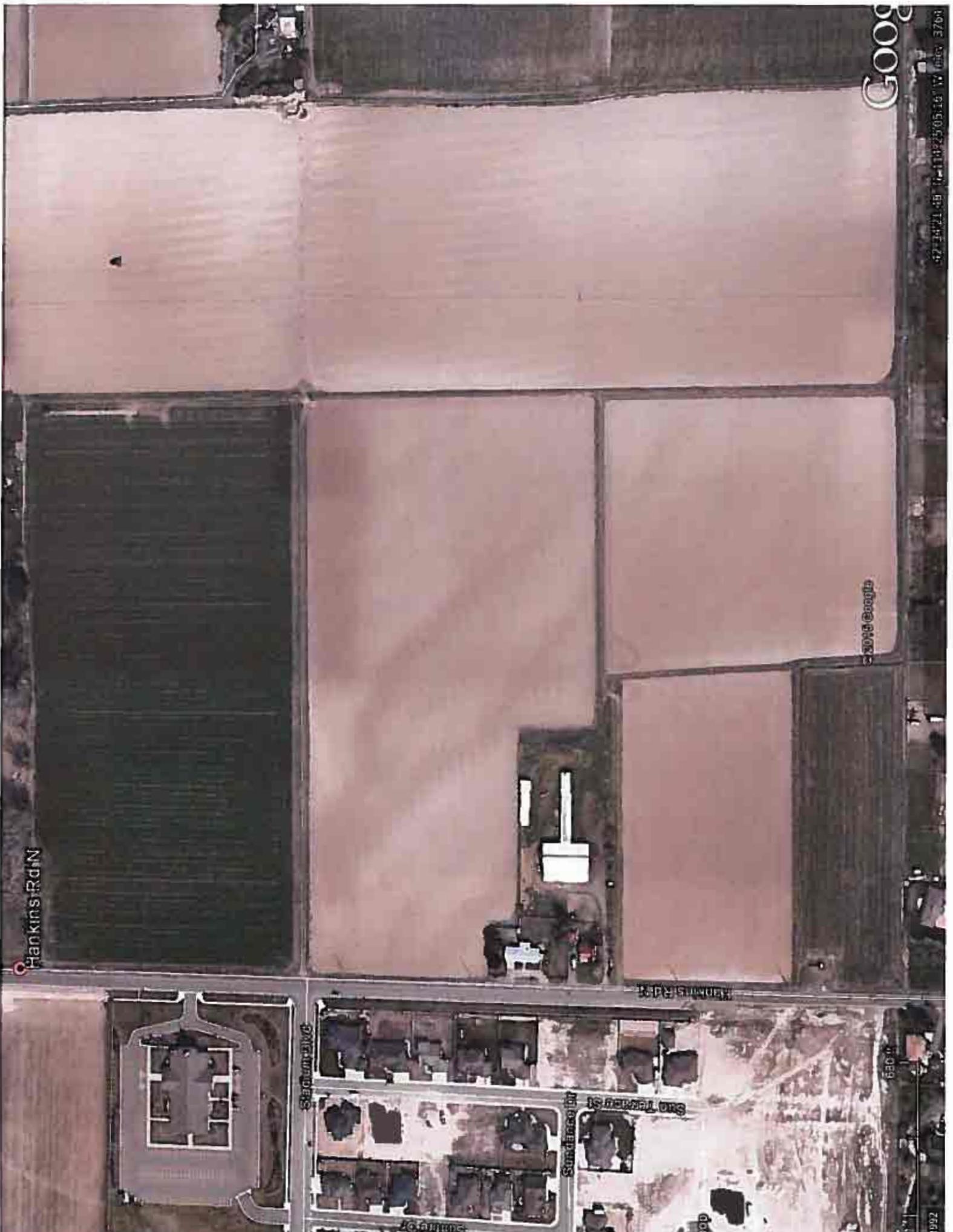


Health Certificate
 *HEALTH RESTRICTIONS AS REQUIRED BY BOARD CODE TITLE 15, CHAPTER 12, HAVE BEEN SATISFIED BASED ON THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLAN AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER IS OBTAINED AT THE TIME OF CONSTRUCTION. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRAINING WATER ON SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED. IF THE DEVELOPER FAILS TO COMPLY WITH THESE RESTRICTIONS, THE CONDITIONS OF THIS HEALTH RESTRICTIONS MAY BE RE-APPLIED. A CERTIFICATE OF DECONTAMINATION AND NO CONSTRUCTION OF ANY BUILDING OR ALTERED EXISTING DRAINING WATER ON SEWER FACILITIES SHALL BE APPROVED.



EHM Engineers, Inc.





Hankins Rd N

Sandwich Rd

Sandwich Rd

Hankins Rd N

Sandwich Rd

© 2008 Google

Google

42° 34' 21.48" N 111° 25' 09.16" W (m): 3708

1992



Date: Monday, May 18, 2015, Council Meeting
To: Honorable Mayor and City Council
From: Staff Sergeant Dennis Pullin, Twin Falls Police Department

Request:

Consideration of a request to approve the Western Days Special Event and Parade Application. Western Days is scheduled to be held on Friday, May 29; Saturday, May 30; and Sunday, May 31, 2015. The Western Days Parade is scheduled to be held on Saturday, May 30, 2015.

Time Estimate:

Staff requests that this item be placed on the Items for Consideration.

Background:

The opening ceremonies for the 33rd Annual Twin Falls Western Days event are scheduled for Friday, May 29, 2015, at 5:00 p.m. at the City Park. The Western Days Committee is requesting the following:

- Friday, May 29, 2015 5:00 p.m. to 9:00 p.m. - Opening ceremonies at the City Park at 5:00 p.m.; live music from 6:00 p.m. to 9:00 p.m.; food and craft vendors from 5:00 p.m. to 9:00 p.m.; carnival and amusement rides provided in the park from 5:00 p.m. to 9:00 p.m.; there will be a beer garden.
- Saturday, May 30, 2015 9:00 a.m. to 9:00 p.m. - Parade to start at 9:00 a.m. and conclude by 1:00 p.m.; live music from 1:00 p.m. to 9:00 p.m.; food and craft vendors from 9:00 a.m. to 9:00 p.m.; carnival and amusement rides in the park from 11:00 a.m. to 9:00 p.m.; three-on-three basketball on 4th Avenue East during the entire day; there will be a beer garden.
- Sunday, May 31, 2015 12:00 p.m. to 7:00 p.m. - Food and craft vendors from 12:00 p.m. to 7:00 p.m.; live music from 12:30 p.m. until 7:00 p.m.; carnival and amusement rides provided in the park from 12:00 p.m. to 7:00 p.m.; there will be a beer garden.

The Western Days Parade will be held on Saturday, May 30, 2015, and will begin at 9:00 a.m. The parade should conclude by 1:00 p.m. The staging area for the parade will be on Falls Avenue, from Blue Lakes Boulevard North to Frontier Road. The area of Falls Avenue will be closed to traffic from Harrison Street to Blue Lakes Boulevard North at 7:00 a.m.

The parade will begin promptly at 9:00 a.m. The parade route will begin at the intersection of Falls Avenue and Blue Lakes Boulevard North. The parade will travel from that intersection, south on Blue Lakes Boulevard North to the intersection of Shoshone Street East/North where it will travel down Shoshone Street to the intersection of 2nd Avenue West/South, the ending point of the parade. Those participating in the parade will disperse in the 100 Block of 2nd Avenue South.

The Western Days Committee is requesting to host the Funtime Carnival Company from Payette, Idaho, for the 2015 Western Days Event. There will be seven (7) rides which will include a Ferris wheel, merry-go-round and kiddy rides. The amusement rides will be contained within the boundaries of the Twin Fall City Park, located on the north side of the park.

The Western Days Committee is requesting to serve beer, wine and liquor in the beer garden during the event. Marvin Pierce, owner of the Pioneer Club, will obtain the alcohol catering license for the event. The proposed beer garden schedule is as follows:

Friday, May 29, 2015	5:00 p.m. to 8:00 p.m.
Saturday, May 30, 2015	11:00 a.m. to 8:30 p.m.
Sunday, May 31, 2015	12:00 a.m. to 6:00 p.m.

Identification bracelets will be issued and required to be worn in order to be served at the designated beer garden. Those purchasing and consuming beer will have to remain in the designated beer garden boundaries and will not be allowed to possess or consume alcohol outside of the designated boundary. The boundary will be constructed of fencing, which will be marked as the designated beer garden. This area will be approximately 70 feet by 70 feet. All event activities in the park will cease by 9:00 p.m. on Friday and Saturday, and 8:00 p.m. on Sunday. During the after-hours time frame of the Western Days Event, the Western Days Committee must have someone stay on site at the beer garden while beer is left at the park. The beer at the beer garden cannot be left unattended at any time.

Event organizers are required to arrange for all trash to be picked up after each day's activities.

After a review of last year's event, the Twin Falls Police Department's Administrative Staff has decided that Twin Falls Police Officers will provide security in the park for these events. The Officers will be scheduled to begin providing security when the beer garden opens and will continue until one (1) hour after the beer garden is closed each day. The schedule for Officers will be as follows:

Friday, May 29, 2015	5:00 p.m. through 9:00 p.m.	Six (6) Police Officers
Saturday, May 30, 2015	11:00 a.m. through 9:30 p.m.	Eight (8) Police Officers
Sunday, May 31, 2015	12:00 p.m. through 7:00 p.m.	Four (4) Police Officers

It should be noted that during the past seven years, the Twin Falls Police Department has recommended law enforcement security for this event. The number of sworn Officers required is based primarily on the last seven years of documented history and expected crowd size. The number of Officers working this event over the past few years had been reduced. However, due to the size of the event increasing each year and based on calls for service, the number of security Officers is being kept the same as the previous year for each day of the event.

The Western Days Committee has requested a street closure for Saturday to accommodate a three-on-three basketball tournament. The street closure will be on 4th Avenue East between Shoshone Street East and Hansen Street East. This tournament will begin at 6:00 a.m. and will conclude at 1:00 p.m. Last year, this tournament increased the crowd size at the park.

Our evaluation of this event considered the following factors:

1. History: 2014 Western Days Event

- The 2014 Western Days event included 26 calls for service. Each call required a minimum two-officer response due to the crowd size.
- Friday, May 30, 2014 - 6:00 p.m. to 9:00 p.m. (6 Officers)
 - 4 calls for service
 - 1 medical call
 - 2 lost child calls
 - 1 lost property call
- Saturday, May 31, 2014 - 12:00 p.m. to 9:00 p.m. (8 Officers)
 - 22 calls for service
 - 1 towed vehicle
 - 12 lost children calls
 - 2 medical calls
 - 1 alcohol-related call
 - 2 lost property calls
 - 1 noise disturbance (occurred at park after hours)
 - 1 fight call
 - 1 theft call
 - 1 field interrogation call (FI)
- Sunday, June 1, 2014 – 1:00 p.m. to 7:00 p.m. (6 Officers)
 - There were no calls for service on this date.

2. Expected Crowd Size:

- Based on previous years' estimates, 30,000 to 40,000 people will be attending the three-day event, to include spectators watching the parade.

3. Traffic Concerns:

- The parade requires the closure of numerous intersections and coordination between various City Departments and the Idaho Transportation Department.
- There will be a street closure on Saturday, May 30, 2015, from 6:00 a.m. to 1:00 p.m. for a three-on-three basketball tournament.
- I have reviewed the application, traffic control plan, and the manpower issues that this event will create. In my opinion, there is an effective plan in place which addresses these issues.

4. Beer Sales/Live Amplified Music:

- Alcohol will be sold in conjunction with live bands playing amplified music for several hours during each day of the event. Those purchasing and consuming alcohol will be required to stay within the designated boundaries of the beer garden.

5. Electrical Concerns:

- The Twin Falls Building Department requires that an electrical permit be purchased by the Western Days Committee in the event any electrical-powered rides or entertainment are provided for the public, excluding the use of the Band Shell. The power source and equipment must pass an electrical inspection by the Twin Falls City Electrical Inspector.

6. Insurance Security Bond:

- The Western Days Committee will provide the required comprehensive general liability insurance policy in the amount of Five Hundred Thousand Dollars (\$500,000) per incident, with the City of Twin Falls named as a certificate holder, written by a company authorized to write insurance policies within the State of Idaho and filed with the Chief of Police or his/her designee. Applicants must also execute indemnification and hold harmless provisions contained within the application.

7. Interest to City of Twin Falls:

- The Twin Falls Police Department and the City of Twin Falls feel the necessity to make this a safe event for the citizens of our community. The required security by the Twin Falls Police is an effort to ensure the safety of all participants.

Approval Process:

Staff requests that the City Council take into consideration the recommendations provided below when approving the Special Event Application submitted by the Western Days Committee.

Budget Impact:

The Council's approval of this request will impact the City budget as follows:

In order to make the Western Days Parade successful each year, we have approximately 50 people from different law enforcement agencies and volunteer groups assisting with the parade

event. Without their assistance, we could not host a special event of this size. The Twin Falls Police Department has required 25 of our employees to staff this event and to cover the parade route and road closures. Special events of this kind require a briefing of personnel, sufficient time to block intersections and allow traffic to become accustomed to the change, the event itself, and the breakdown of traffic control devices. The entire event will take approximately six (6) hours.

Costs associated with this special event were included in the Police Department's overtime budget. An alternate plan has been developed to use employees from Road Work Ahead to augment volunteers and necessary Twin Falls Police employees. The total cost of utilizing 12 Road Work Ahead employees combined with 16 Police personnel is approximately \$6,010. This plan allows for adequate Police coverage and customer service, while also utilizing resources more efficiently. The Twin Falls City Street Department will also have two (2) employees available for four (4) hours each to assist with cones and barricades at a total overtime cost of \$320.00. The total cost for the City of Twin Falls is approximately \$6,650.00. By utilizing the services of Road Work Ahead, there will be an approximate savings to the City of Twin Falls of approximately \$366.00, while providing more personnel to aid in traffic control.

The Western Days Committee has asked to share the Western Day event security in the City Park between the Twin Falls Police Department and the Twin Falls County Sheriff's Office to aid in reducing the cost for security. Security will begin one (1) hour after the beer garden opens and will remain until one (1) hour after the beer garden closes. This will be a total of 118 hours, with Twin Falls Police Department personnel working 59 hours and the Twin Falls County Sheriff's Office working 59 hours.

The cost for security for the Twin Falls Police Department will be \$2,596.00. The cost for the Twin Falls County Sheriff's Office will be \$1,770.00, with the total being \$4,366.00. Representative from the Western Days Committee were advised that they will be responsible for the overtime costs associated with security. These overtime costs have been included in the recommendations to the Council. The Western Days Committee will be responsible for additional security costs if more Officers are required to respond to the City Park during this event.

Any additional costs incurred by the Western Days Committee or their vendors, such as the electrical company call outs for the City Park or other incidents which incur a billing, will be paid by the Western Days Committee. The Western Days Committee will be required to make payment in full to the City of Twin Falls within sixty (60) days of the conclusion of the event for the total cost of security and any additional costs incurred.

Regulatory Impact:

N/A

Conclusion:

Several relevant City Staff members met and approved the Special Event Application submitted for the annual Twin Falls Western Days Parade and festivities to be held May 29 through May 31, 2015, based on the information provided above.

However, the Twin Falls Police Department recommends that liquor not be sold in the beer garden during the Western Days Event in the City Park. We would like to promote a safe, family-oriented event and, therefore, recommend that only the sale of beer be allowed in the beer garden. We recommend that wine and liquor sales not be allowed; the Parks and Recreation Director agrees with this recommendation. It was determined that liquor was sold at last year's event, which was the result of an oversight when last year's event application and catering permit were approved.

The Twin Falls Police Department Staff further recommends that the beer garden conclude their sales on Saturday, May 30, 2015, at 8:00 p.m. as they have in past years rather than extending the time to 8:30 p.m. as requested in the Western Days Committee's application. The time extension would involve Officers staying later and would increase overtime costs.

Attachments:

None

DP:aed



Date: Monday, May 18, 2015
To: Honorable Mayor and City Council
From: Robert Bohling, Water Superintendent

Request:

Consideration of a request to approve the Mutual Aid And Assistance Agreement for Idaho Intrastate Water/Wastewater Agency Response Network (IDWARN) to allow City Water and Wastewater utilities participation with surrounding public and private utilities to aid each other in times of natural disasters and other unforeseen predicaments.

Time Estimate:

The staff presentation will take approximately 15 minutes.

Background:

This Mutual Aid And Agreement doesn't bind or allocate the city to anything we do not agree to. It basically puts us on a list that is available to surrounding communities as a source for resources (equipment, personnel, or parts) in times of unforeseen disasters. We are not locked into any type of agreement we are not comfortable with and only offer assistance if resources are available. It will also give us contacts to use should we need assistance also.

Approval Process:

This request requires signature of the Mayor for approval.

Budget Impact:

There is no budget impact to the City of Twin Falls

Regulatory Impact:

Approval of this request will allow the City of Twin Falls Water and Waste Water Departments to be available to surrounding communities to aid in times of need only, and will also give us some connections to assistance should we need it in times of disaster.

Conclusion:

City staff recommends that the Council approve this request and authorize the Mayor to sign the agreement.

Attachments:

Mutual Aid And Assistance Agreement

**MUTUAL AID AND ASSISTANCE AGREEMENT
FOR
THE IDAHO INTRASTATE WATER/WASTEWATER AGENCY RESPONSE
NETWORK (IDWARN)**

This Mutual Aid and Assistance Agreement for the Idaho Intrastate Water/Wastewater Agency Response Network (this "Agreement") is made and entered into by public and private water and wastewater utilities and other interested parties that have, by executing this Agreement, manifested their intent to participate in the Program.

RECITALS

A. Idaho Code section 67-2335 authorizes one or more public agencies to contract to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform.

B. Insuring that water and wastewater systems provide and maintain water and wastewater services that promote the safety, health, comfort and convenience of the residents and visitors of Idaho communities is a fundamental function of government.

C. Utilities in Idaho have a duty to provide and maintain their service to promote the safety, health, comfort and convenience of patrons, employees, and the public.

D. The private and public entities executing this Agreement receive a reciprocal benefit by establishing processes to provide and receive assistance in advance of an emergency.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and obligations set forth in this Agreement, and the recitals set forth above, which are incorporated herein as if set forth in full, the parties agree as follows.

**ARTICLE 1.
PURPOSE**

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory utilities hereby establish the Program. Through the Program, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Program.

ARTICLE II.
DEFINITIONS

- A. Authorized Official: An employee or officer of a Member that is authorized to:
1. Request assistance;
 2. Offer assistance;
 3. Refuse to offer assistance; or,
 4. Withdraw assistance under this Agreement.
- B. Emergency: A natural or human caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, international acts, sabotage and war that is, or could reasonably be beyond the capability of the services, personnel, equipment and facilities of a Program Member to fully manage and mitigate internally.
- C. Members:
1. Member. Any public or private water or wastewater utility that manifests intent to participate in the Program by executing this Agreement.
 2. Associate Member: Any non-utility participant approved by the Statewide Committee that provides a support role for the Program, is a member of the Statewide Committee established under Article III, and that has executed this Agreement as an Associate Member.
 3. Requesting Member: A Member who requests aid or assistance under the Program.
 4. Responding Member: A Member who offers aid or assistance under the Program.
 5. Non-responding Member: A Member or Associate Member that does not provide aid or assistance during a Period of Assistance under the Program.
- D. Confidential Information: Any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail which relates to the system vulnerabilities of a Member or Associate Member.
- E. Period of Assistance: A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from Responding Member's facility and ends when the personnel, equipment, or supplies return to such facility (portal to portal). All protections identified in the Agreement apply during this period. The Period of Assistance may occur during response to or recovery from an Emergency.

F. Program. The interstate program for mutual aid and assistance established by this Agreement.

G. National Incident Management System (NIMS): A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

ARTICLE III. **ADMINISTRATION**

The Program shall be administered through a Statewide Committee. The Statewide Committee, under the leadership of an elected chairperson, shall meet at least annually to address Program issues. The Statewide Committee shall also meet at least annually to review emergency preparedness and response procedures. The Statewide Committee shall represent the interests of the Members and Associate Members. In addition, the Statewide Committee includes representatives from the following:

United States Environmental Protection Agency (USEPA); American Water Works Association (AWWA); Federal Bureau of Investigation (FBI); Idaho Department of Environmental Quality (IDEQ); Idaho Air National Guard; Bureau of Homeland Security (BHS); Idaho Rural Water Association (IRWA); Idaho Emergency Management Association (IEMA).

Under the leadership of the chairperson, the Statewide Committee members shall plan and coordinate emergency planning and response activities for the Program. At its first meeting, the Statewide Committee shall establish initial membership of the committee and procedures for administration of the Statewide Committee, including meeting procedures and voting procedures.

ARTICLE IV. **PROCEDURES**

In coordination with the Idaho emergency management and the Idaho public health system, the Statewide Committee shall develop operational and planning procedures for the Program. The procedures shall be reviewed at least annually and updated as needed by the Statewide Committee.

ARTICLE V. **REQUESTS FOR ASSISTANCE**

A. Member Responsibility. Members shall identify an Authorized Official and alternates; provide contact information including twenty-four hour access; and, maintain resource information that may be available from the Member for mutual aid and assistance response. The

contact information shall be updated annually, or when changes occur, and provided to the Statewide Committee.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment or supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. Specific protocols for requesting aid shall be provided in the procedures prepared under Article IV.

B. Response to a Request for Assistance. Members are not obligated to respond to a request. After a Member receives a request for assistance, the Authorized Official will evaluate whether or not to respond, whether resources are available to response, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether it will respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

C. Discretion of Responding Member's Authorized Official. Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. An Authorized Official's decisions on the availability of resources shall be final.

ARTICLE VI. RESPONDING MEMBER PERSONNEL

A. National Incident Management System. When providing assistance under this Agreement, the Requesting Member and the Responding Member shall be organized and shall function under the National Incident Management System.

B. Control. While employees so provided may be under the supervision of the Responding Member, the Responding Member's employees come under the direction and control of the Requesting Member, consistent with the NIMS Incident Command System to address the needs identified by the Requesting Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance.

C. Food and Shelter. Whenever practical, Responding Member personnel must be self sufficient for up to seventy-two (72) hours. When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. Except as provided below, the cost for such resources must not exceed

the per diem reimbursement rates published by the State of Idaho Board of Examiners for the applicable period and location. To the extent food and shelter costs exceed Board of Examiners' per diem rates, the Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed to in writing, the Requesting Member remains responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided by the Requesting Member.

D. Communication. The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communications with local responders and Member personnel.

E. Status. Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights duties and benefits provided in their respective jurisdictions.

F. Licenses and Permits. To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

G. Right to Withdraw. The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Responding Member's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as is practicable under the circumstances.

ARTICLE VII. COST REIMBURSEMENT

The Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred during the specified Period of Assistance as agreed in whole or in part by both parties; provided, that any Responding Member may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the Requesting Member without charge or cost when permitted by law to make such donation.

A. Personnel. The Responding Member shall be reimbursed by the Requesting Member for personnel costs incurred for work performed during the specified Period of Assistance. Responding Member personnel costs shall be calculated according to the terms provided in their employment contracts or other conditions of employment. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member should consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

B. Equipment. The Requesting Member shall reimburse the Responding Member for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading and unloading of loaned equipment. All equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed base on actual recovery of costs. If Responding Member must lease a piece of equipment while its equipment is being repaired, Requesting Member shall reimburse Responding Member for such rental costs.

C. Materials and Supplies. The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.

D. Payment Period. The Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Requesting Member must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member must pay the bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one (1) year after the date a final itemized bill is submitted to the Requesting Member.

E. Records. Unless prohibited by law, each Responding Member and their duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Unless prohibited by law, each Requesting Member and their duly authorized representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

ARTICLE VIII.
DISPUTES

If any controversy or claim arises out of, or relates to the execution of the Agreement, including but not limited to alleged breach of the Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation.

ARTICLE IX.
REQUESTING MEMBER'S DUTY TO INDEMNIFY

Members who are public entities shall be subject to this Article only to the extent permitted by law. Specifically, the duty of a public entity to defend, indemnify or hold harmless any party shall not be extended beyond the appropriation of expenditures for such duty as required by law, including Idaho Code section 59-1015 and Article VIII, Section 4 of the Idaho Constitution. Further, the liability of a public entity shall not be increased by this Article beyond the extent required by the Idaho Tort Claims Act, Idaho Code title 6 chapter 9.

The Requesting Member who is not a public entity shall assume, to the extent allowed by the Idaho Public Utilities Commission, the defense of, and fully indemnify and hold harmless the Responding Member, its officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from Responding Member's work during a specified Period of Assistance. The scope of the Requesting Member's duty to indemnify includes, but is not limited to, suits arising from, or related to negligent or wrongful use of equipment or supplies on loan to the Requesting Member, or faulty workmanship or other negligent acts, errors or omissions by Requesting Member or the Responding Member personnel.

The Requesting Member's duty to indemnify is subject to, and shall be complied consistently with, the conditions set forth in Article X.

ARTICLE X.
SIGNATORY INDEMNIFICATION

Members who are public entities shall be subject to this Article only to the extent permitted by law. Specifically, the duty of a public entity to defend, indemnify or hold harmless any party shall not be extended beyond the appropriation of expenditures for such duty as required by law, including Idaho Code section 59-1015 and Article VIII, Section 4 of the Idaho Constitution. Further, the liability of a public entity shall not be increased by this Article beyond the extent required by the Idaho Tort Claims Act, Idaho Code title 6 chapter 9.

In the event of liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a specified Period of Assistance, the Members who are not public entities and receive and provide assistance shall, to the extent allowed by the Idaho Public Utilities Commission, have a duty to defend, indemnify, save and hold harmless all Non-responding

Members, their officers, agents and employees from any liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a Period of Assistance.

ARTICLE XI.
WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

ARTICLE XII.
NOTICE

A party who becomes aware of a claim or suit that in anyway, directly or indirectly, contingently or otherwise, affects or might affect other Members or Associate Members of this Agreement shall provide prompt and timely notice to the Members or Associate Members who may be affected by the suit or claim. Each Member and Associate Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XIII.
INSURANCE

Members of this Agreement shall maintain an insurance policy or maintain a self insurance program that covers activities that it may undertake by virtue of membership in the Program.

ARTICLE XIV.
CONFIDENTIAL INFORMATION

To the extent authorized by law, including the Idaho Public Records Laws, Idaho Code sections 9-337 through 9-350, any Member or Associate Member shall maintain the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information disclosed under this Agreement. If any Member, Associate Member, third party or other entity request or demands, by subpoena or otherwise, that a Member or Associate Member disclose any Confidential Information disclosed under this Agreement, the Member or Associate Member shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

ARTICLE XV.
EFFECTIVE DATE

This Agreement shall be effective after the applicant's authorized representative executes this Agreement and the Statewide Committee receives and approves the admission of the applicant. The Statewide Committee chair shall maintain a master list of all Members and Associate Members of the Program.

ARTICLE XVI.
WITHDRAWAL

A Member or Associate Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the Statewide Committee chair. Withdrawal takes effect sixty (60) days after the Statewide Committee chair receives notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

ARTICLE XVII.
MODIFICATION

No provision of this Agreement may be modified, altered or rescinded by individual parties of this Agreement. Modifications to this Agreement may be due to programmatic operational changes to support the Agreement, legislative action, creation of an interstate aid and assistance agreement, or other developments. Modifications require a simple majority vote of the Members. The Statewide Committee chair must provide written notice to all Members and Associate Members of approved modifications to this Agreement. Approved modifications take effect sixty (60) days after the date upon which notice is sent to the Members and Associate Members.

ARTICLE XVIII.
SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XIX.
PRIOR AGREEMENTS

This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

ARTICLE XX.
MISCELLANEOUS

A. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Members and no person or entity has any rights under this Agreement as a third party beneficiary.

B. Assignment Prohibited. No party may assign benefits or delegate duties created by this Agreement and such assignments and delegations are without effect.

C. No Authority to Bind Other Parties or Partnership. Neither the Program nor any party has the authority to enter into contracts or agreements on behalf of one or more parties to this Agreement. This Agreement does not create a partnership between the parties and nothing contained herein shall be interpreted to create an employer-employee, master-servant, a joint venture, or principal-agent relationship between any party in any respect.

ARTICLE XII.
INTRASTATE AND INTERSTATE
MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members of this Agreement shall participate in mutual aid and assistance activities conducted under the Program and the Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate mutual aid and assistance program for water and wastewater utilities through this Agreement if such a program were established.

IN WITNESS WHEREOF, the Members and Associate Members executing a signature page attached hereto have entered into this Agreement effective as set forth in Article XV above. This Agreement may be executed in counterparts by the execution of signature pages. Each such counterpart shall be deemed as an original all of which together with the terms herein shall be considered one and the same Agreement.

[Signature Pages Follow]

SIGNATURE PAGE

**MUTUAL AID AND ASSISTANCE AGREEMENT FOR THE IDAHO INTRASTATE
WATER/WASTEWATER AGENCY RESPONSE NETWORK (IDWARN)**

(Organization Name)

By _____
Its _____

Date: _____

SIGNATURE PAGE



Date: Monday, May 18, 2015
To: Honorable Mayor and City Council
From: Jason Brown, Environmental Engineer

Request:

Consideration of a request to award a contract to Star Construction LLC of Star, Idaho, for the Jayco Lift Station Improvements project in the amount of \$310,096.00, and to be reimbursed by the State through the Community Block Grant for Clif Bar.

Time Estimate:

The staff presentation will take approximately 5 minutes

Background:

The Jayco Lift Station Improvement project will expand the current lift station to be able to accept the waste water from the new Clif Bar Baking Facility. The improvements will consist of constructing an additional wet well, installation of one new pump, and piping reconfiguration.

In accordance with the Development Agreement between Clif Bar/URA/City of Twin Falls. The City agreed to provide improve the Jayco Lift Station to serve the Clif Bar Baking Facility. The Jayco Lift Station Improvement Project was publicly bid and bids were opened on April 7, 2015. On April 13, 2015 Staff requested that all bids be rejected, which allowed the City to investigate other possibilities to construct the lift station. Staff worked with the original bidder, Starr Construction LLC and were able to decide upon a functional lift station to fulfill the needs of the Clif Bar Baking Facility.

Approval Process:

City Council approves the execution of the contract by the City.

Budget Impact:

The bid amount for this project is \$310,096.00. The Jayco Lift Station will be reimbursed through the Community Development Block Grant (CDBG) along with additional wastewater fund that have been budgeted.

Regulatory Impact:

Approval of this request will allow the Staff to execute the contract.

Conclusion:

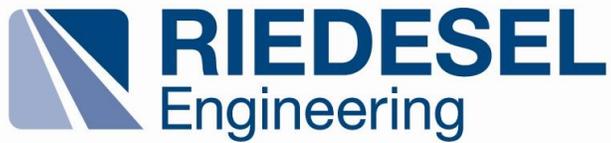
Staff recommends that the City Council approve the award of the contract to Star Construction LLC in the amount of \$310,096.00.

1. **Attachments:** Vicinity Map
2. Bid Tabulation
3. Engineers recommendation of award

Twin Falls, ID
Photos - Search nearby



Google



May 11, 2015

Jason Brown
City of Twin Falls, Idaho
321 2nd Ave. East
Twin Falls, ID 83301

Re: Negotiated Bid for the Construction Contract for “Jayco Lift Station Improvement Project.”

Dear Mr. Brown:

Riedesel Engineering has had multiple discussions with Star Construction and the City of Twin Falls concerning the bid dated April 7, 2015 for “Jayco Lift Station Improvements.”

After much consideration Riedesel Engineering is recommending that the City of Twin Falls accept the negotiated bids from Star Construction. The negotiated bid value recommended is \$310,096.00 of which, the base bid is \$306,696.00, plus Add Alternate #2 (fiber Optic) of \$3,400.

Riedesel Engineering recommends that the Twin Falls City Council issue a Notice of Award and proceed with completing a contract with Star Construction.

Sincerely,

A handwritten signature in blue ink that reads "Andrew Kimmel".

Andrew Kimmel, P.E.
Office Manager

Attachments:

Bid Form from Star Construction

202 Falls Avenue
Twin Falls, ID 83301
208/733-2446
Fax 208/734-2748

850 E Franklin Rd, Suite 402
Meridian, ID 83642
208/898-9165
Fax 208/734-2748

77 Southway, Suite C
Lewiston, ID 83501
208/743-3818
Fax 208/743-3819

800 N Eastmont
Wenatchee, WA 98802
509/888-0393
Fax 509/888-0541

NOTICE OF AWARD

Date of Issuance: _____
Owner: City of Twin Falls Owner's Contract No.: _____
Engineer: Riedesel Engineering, Inc. Engineer's Project No.: 2348
Project: Jayco Lift Station Improvements Contract Name: Star Construction LLC
Bidder: Star Construction LLC
Bidder's Address: PO BOX 157 Star, ID 83669

TO BIDDER:

You are notified that Owner has accepted your Bid dated [4/7/2015 and renegotiated on 5/6/2015] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Jayco Lift Station Base bid plus Fiber Optic add Alternate
[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ 310,096.00

[5] unexecuted counterparts of the 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.

a set of the Drawings will be delivered separately from the other Contract Documents.

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 Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*Bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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: City of Twin Falls, Idaho

Authorized Signature

By: _____

Title: _____

Copy: Engineer



Date: Monday, May 18, 2015
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to award a Contract to ECS Environmental Solutions in the amount of \$99,000.00 for a Biotower System to be located on Canyon Springs Road adjacent to the Perrine Coulee.

Time Estimate:

The staff presentation will take approximately 5 minutes.

Background:

In the design effort to reduce the odors associated with the drop line down Canyon Springs Road, the City has put together a procurement package for a Biotower system to be located adjacent to the concrete box at the bottom of Canyon Springs Road. The City received 3 bids and CH2MHill is recommending we enter into a contract with the low bidder, ECS Environmental Solutions.

The original bid did not include all the forms. However section 17.1 of the Instructions to Bidders reads as follows, "Buyer may also reject the Bid of any Bidder if Buyer believes that it would not be in the best interest of the Project to make an award to that Bidder. Buyer also reserves the right to waive informalities not involving price, time or changes in Goods and Special Services, and to negotiate contract terms with Successful Bidder." ECS immediately provided the rest of the bid forms and, in discussions with the City Attorney, since it did not affect price, time, or changes in goods and services, it is considered informality and is being waved.

Approval Process:

City Council authorizes Staff to sign the contract with ECS.

Budget Impact:

This portion of the project is part of the TIFF eligible funds for Chobani and will be reimbursed from the TIFF in the amount of \$99,000.00

Regulatory Impact:

Approval of this request will allow the staff to sign the contract and work to progress.

Conclusion:

Staff recommends that the Council approve the request as presented.

Attachments:

1. Bid Tabulation
2. Bid Form
3. CH2MHill recommendation letter
4. Vicinity Map

CITY OF TWIN FALLS, ID

COLLECTION SYSTEM ODOR CONTROL

PROCUREMENT PACKAGE:

BIOTOWER/CARBON TWO-STAGE ODOR CONTROL SYSTEM

NOTE TO BIDDER: Use ink for completing this Bid Form.

BID FORM

1. BID RECIPIENT.

1.1. This Bid is submitted to:

Buyer: City of Twin Falls

Address: 321 Second Avenue East, PO Box 1907, Twin Falls, ID 83303-1907

Project: Twin Falls Wastewater Collection System Odor Control –
Procurement Package: Biotower System

1.2. Undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in Bidding Documents to furnish Goods and Special Services as specified or indicated in Bidding Documents for the prices and within the times indicated in this Bid and in accordance with other terms and conditions of Bidding Documents.

2. BIDDER'S ACKNOWLEDGEMENTS.

2.1. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with disposition of Bid security. Bid will remain subject to acceptance for 60 days after Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

3. BIDDER'S REPRESENTATIONS.

3.1. In submitting this Bid, Bidder represents that:

3.1.1. Bidder has examined and carefully studied Bidding Documents, related data identified in Bidding Documents, and the following Addenda, receipt of all of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

BIOTOWER/CARBON TWO-STAGE ODOR CONTROL SYSTEM

3.1.2. Bidder has visited the Point of Destination and Site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or furnishing of Goods and Special Services if required to do so by Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

3.1.3. Bidder is familiar with and is satisfied as to Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and furnishing of Goods and Special Services.

3.1.4. Bidder has carefully studied and correlated information known to Bidder; information commonly known to Sellers of similar goods doing business in the locality of the Point of Destination and the Site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the Site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the Site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under Bidding Documents.

3.1.5. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in Bidding Documents, and written resolution thereof by Engineer is acceptable to Bidder.

3.1.6. Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services for which this Bid is submitted.

4. BIDDER'S CERTIFICATIONS

4.1. Bidder certifies that:

4.1.1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

4.1.2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

4.1.3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

4.1.4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.1.4:

4.1.4.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

4.1.4.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish Bid prices at artificial noncompetitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

4.1.4.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish Bid prices at artificial, noncompetitive levels; and

4.1.4.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

5. BASIS OF BID.

5.1. Lump Sum Price: Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price(s) which include all taxes:

LUMP SUM PRICE	\$ <u>99,000.00</u>
IDAHO STATE SALES TAX (6%)	\$ <u>Not Applicable</u>
TOTAL LUMP SUM BID PRICE	\$ <u>99,000.00</u>

COLLECTION SYSTEM ODOR CONTROL
PROCUREMENT PACKAGE:
BIOTOWER/CARBON TWO-STAGE ODOR CONTROL SYSTEM

CITY OF TWIN FALLS, ID

5.2. Review of Goods and Services (check one box):

- Manufacturer and Product is listed in the technical specification.
- Manufacturer and Product is not listed in the technical specifications. Bidder is requesting a review of manufacturer and product as an "Or Equal". "Or Equal" data to be provided by Bidder as required in the Instructions to Bidders.

6. TIME OF COMPLETION.

6.1. Bidder agrees that furnishing of Goods and Special Services will conform to schedule set forth in Agreement.

6.2. Bidder accepts the provisions of the Agreement as to liquidated damages.

7. ATTACHMENTS TO THIS BID.

7.1. The following documents are attached to and made a condition of this Bid:

7.1.1. Required Bid security in the form of Bid Bond with form provided.

7.1.2. List of Proposed Major Suppliers, materials, and supplies furnished with equipment.

7.1.3. Required Bidder qualifications statement with supporting data.

7.1.4. Disclosure of any legal claim regarding a patent of other intellectual property that would affect the Supplier's ability to provide the required Goods or Special Services.

8. DEFINED TERMS.

8.1. Terms used in this Bid with initial capital letters have meanings stated in the Instructions to Bidders, General Conditions, and the Supplementary Conditions.

9. BID SUBMISSION.

9.1. This Bid submitted by:

An Individual

Name (*typed or printed*): _____

CITY OF TWIN FALLS, ID

COLLECTION SYSTEM ODOR CONTROL
PROCUREMENT PACKAGE:
BIOTOWER/CARBON TWO-STAGE ODOR CONTROL SYSTEM

By (signature): _____

Doing Business As: _____

Business Address: _____

Phone No.: _____ Facsimile: _____

E-mail Address: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business Address: _____

Phone No.: _____ Facsimile: _____

E-mail Address: _____

A Corporation

Corporation Name: _____

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

COLLECTION SYSTEM ODOR CONTROL
PROCUREMENT PACKAGE:
BIOTOWER/CARBON TWO-STAGE ODOR CONTROL SYSTEM

CITY OF TWIN FALLS, ID

Attest: _____
(Signature of Corporate Secretary)

Business Address: _____

Phone No.: _____ Facsimile: _____

E-mail Address: _____

A Limited Liability Company (LLC)

LLC Name: ECS Environmental Solutions

State in Which Organized: Texas

By:  _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): Jeff Jones

Title: CEO

Business Address: PO Box 127
Belton TX 76513

Phone No.: 254-933-2270 Facsimile: 254-933-2212

E-mail Address: jeff.jones@ecs-env.com

A Joint Venture

First Joint Venture Name: _____ (SEAL)

By: _____
(Signature of joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

CITY OF TWIN FALLS, ID

COLLECTION SYSTEM ODOR CONTROL
PROCUREMENT PACKAGE:
BIOTOWER/CARBON TWO-STAGE ODOR CONTROL SYSTEM

Business Address: _____

Phone No.: _____ Facsimile: _____

E-mail Address: _____

Second Joint Venture Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone No.: _____ Facsimile: _____

E-mail Address: _____

END OF SECTION



CH2MHILL

CH2M HILL
322 E Front Street
Suite 200
Boise, ID
83702
Tel 208.345.6310
Fax 208.345.6316

May 8, 2015

RE: CITY OF TWIN FALLS – Biotower Odor Control System Procurement

Dear Troy,

CH2M HILL has reviewed the bids for the Biotower Odor Control procurement package in response to the Invitation to Bid. Bids were received from three companies as indicated on the attached bid tabulation sheet.

Also attached is a proposed letter announcing the intent to award the procurement contract to ECS Environmental Solutions. Once you have reviewed and signed the letter, we will forward to each vendor. Delivery of the letter to each of the qualified firms will start the beginning of the seven-day protest period.

Sincerely,

CH2M HILL

A handwritten signature in blue ink, appearing to read 'Stacey Lamer'.

Stacey Lamer, P.E.
Project Manager



Google earth

feet
meters





May 18, 2015 City Council Meeting

To: Honorable Mayor and City Council

From: Bill Carberry, Airport Manager

Request: Consideration of Awarding a Bid to Petersen Brothers Construction for the Terminal Expansion & Remodel Project.

Time Estimate: The staff presentation will take approximately 10 minutes with some time for questions and answers following.

Background:

The terminal project was identified in the airport's FAA Master Plan in 2012. In 2014, the City entered into a contract with the architectural firm of CSHQA to complete a terminal feasibility pre-design study and subsequently a contract to design, bid, and provide construction management services for the project.

Bids were opened for the Terminal Bldg. Expansion & Remodel Project on April 22, 2015. The following is a recap of the bids along with the architects' estimate.

Terminal Bldg. Expansion & Remodel Project	
Contractor	Total Bid
Petersen Brothers	\$3,915,836.00
Barry Hayes Construction	\$4,079,100.00
GUHO Corp.	\$4,765,000.00
<i>Architects' Estimate</i>	<i>\$2,825,677.00</i>

It is apparent that market conditions, which have had a spike in construction activity this season, are driving up the cost of construction.

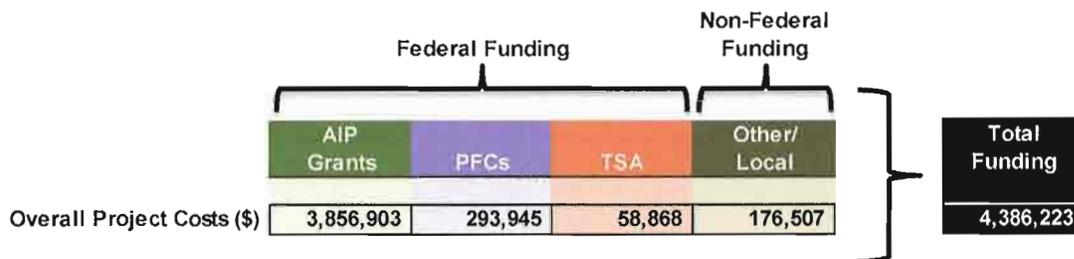
After discussing the results of the bid opening with the FAA, I am pleased to report that the FAA has offered to increase discretionary funding for the project by approximately \$810,000. This new funding offer, along with the higher than forecast percentage of FAA eligible costs (born out by the actual bid costs) included in our FAA entitlement funding, will have the effect of maintaining the local investment in the project at forecast levels. The most significant change to the project will be a delay in starting the project until April 1st 2016.

One difference with FAA discretionary grant funding, required by statute, is that work must be pending at the time of grant issue, unlike FAA entitlement funding wherein grants can be offered for reimbursement of completed work. This affects the construction schedule because discretionary funding may come late in the fiscal 2016 year and we would need a corresponding dollar amount of work still pending construction. In order to be positioned for the additional discretionary funding the project needs to be delayed approximately 10 months.

In the event the additional \$800,000 of discretionary grant funding does not materialize, the delay will require the use of an additional future entitlement grant for reimbursement in 2017. The domino effect from this possibility would require we push back our fire truck replacement and taxiway pavement rehabilitation project to 2018.

Budget Impact:

The cost/funding model for the project is covered in detail in the attached funding plan. This illustration summarizes the project’s revised funding sources and amounts:



The FAA’s offer to increase discretionary funding for the project by approximately \$810,000 coupled with a higher than forecast percentage of FAA eligible costs included in our FAA entitlement funding, will maintain the local investment in the project at \$176,507. **(96% of the project cost will be federally funded)**

The City/County has adequate funds for the project in the Airport Construction Fund and the Passenger Facility Charge (PFC) account.

Revised Project Timeline

Please see the attached revised project/funding timeline.

Regulatory Impact:

The City is required to accept or reject bids within 30 days of bid-opening.

The project will be subject to the standard terms and conditions of FAA grant projects.

Conclusion:

After reviewing bids with the FAA, they were concerned that a re-bid of the project in the future would potentially yield even higher construction costs. Thus the FAA recommended the City & County consider moving forward with the project and award the bid to low bidder, Petersen Construction. It has been determined by our Architect, CSHQA, that the bid is responsive and the contractor is qualified to complete the work. Petersen Construction has agreed to adjust the contract to delay the start of construction in order for the Airport to take advantage of the FAA funding schedule.

After reviewing the revised approach to the project with our Architect, FAA Project Manager, Petersen Bros Construction, City Attorney, and City CFO Lorie Race, staff recommends the City Council award the bid to Petersen Brothers for the bid amount of \$3,915,836, contingent upon FAA funding, execution of a pending change order and contract satisfactory to both the City and Petersen Construction.

Attachments: Bid Summary; Project Funding Model; Revised Project/Funding Timeline; FAA Airport 2015-2019 Capital Improvement Schedule Options

Quantities and Engineer's Estimate

Joslin Field, Magic Valley Regional Airport
 2015 Terminal Expansion/Remodel Project
 AIP 3-16-0036-036/037

Riedesel Engineering, Inc.
 202 Falls Avenue
 Twin Falls, ID 83301

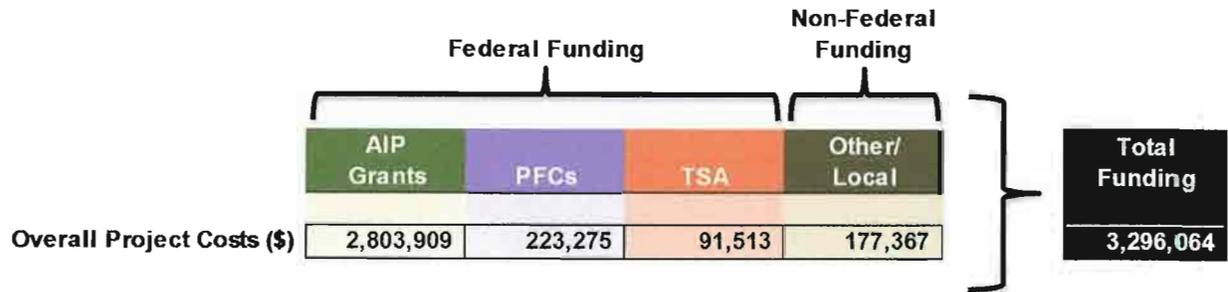
Bid Opening April 22, 2015 @ 2:00 p.m.

Item	Description of Item	Unit	Quantity	Petersen Brothers		Barry Hayes Construction		GUHO Corp	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Base Bid	See Project Manual	LS	1	\$ 3,689,697.00	\$ 3,689,697.00	\$ 3,844,000.00	\$ 3,844,000.00	\$ 4,500,000.00	\$ 4,500,000.00
Bid Schedule No. 1	TSA Managers Office 134B Core/Shell	LS	1	\$ 21,509.00	\$ 21,509.00	\$ 46,000.00	\$ 46,000.00	\$ 31,500.00	\$ 31,500.00
Bid Schedule No. 2	TSA Office Area Tenant Improvement	LS	1	\$ 58,116.00	\$ 58,116.00	\$ 49,000.00	\$ 49,000.00	\$ 81,500.00	\$ 81,500.00
Bid Schedule No. 3	ATO-1 (Rm No. 137) Tenant Improvement	LS	1	\$ 9,629.00	\$ 9,629.00	\$ 9,100.00	\$ 9,100.00	\$ 11,500.00	\$ 11,500.00
Bid Schedule No. 4	SkyWest Office Area Tenant Improvement	LS	1	\$ 47,093.00	\$ 47,093.00	\$ 45,000.00	\$ 45,000.00	\$ 58,000.00	\$ 58,000.00
Bid Schedule No. 5	ATO-3 (Rm No. 142) Tenant Improvement	LS	1	\$ 18,770.00	\$ 18,770.00	\$ 19,000.00	\$ 19,000.00	\$ 13,000.00	\$ 13,000.00
Bid Schedule No. 6	Comm Room 152	LS	1	\$ 21,022.00	\$ 21,022.00	\$ 17,000.00	\$ 17,000.00	\$ 19,500.00	\$ 19,500.00
Alternate No. 1	Eliminate canopy at Arrivals	LS	1	\$ 15,215.00	\$ 15,215.00	\$ 14,000.00	\$ 14,000.00	\$ 17,076.00	\$ 17,076.00
Alternate No. 2	Eliminate canopy at Departures	LS	1	\$ 16,050.00	\$ 16,050.00	\$ 16,000.00	\$ 16,000.00	\$ 18,000.00	\$ 18,000.00
Alternate No. 3	Eliminate steel frame sun shade/screening	LS	1	\$ 21,415.00	\$ 21,415.00	\$ 23,000.00	\$ 23,000.00	\$ 18,942.00	\$ 18,942.00
Alternate No. 4	Eliminate steel frame sun shade/holding	LS	1	\$ 42,855.00	\$ 42,855.00	\$ 42,000.00	\$ 42,000.00	\$ 37,799.00	\$ 37,799.00
Alternate No. 5	Eliminate tables/stools	LS	1	\$ 9,592.00	\$ 9,592.00	\$ 8,000.00	\$ 8,000.00	\$ 12,418.00	\$ 12,418.00
Alternate No. 6	Eliminate anti-fatigue flooring/add carpet	LS	1	\$ 16,719.00	\$ 16,719.00	\$ 15,000.00	\$ 15,000.00	\$ 6,253.00	\$ 6,253.00
Allowance No. 1	Contingency	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
				Total Bid w/o Alts	\$ 3,915,836.00		\$ 4,079,100.00		\$ 4,765,000.00

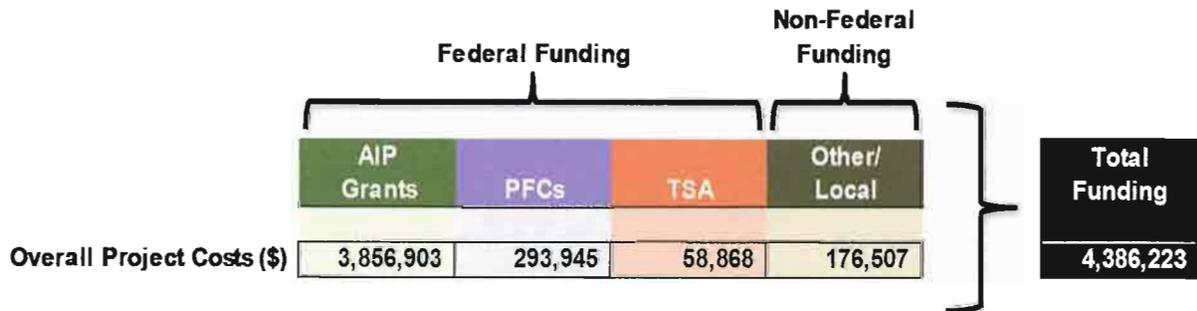
Accuracy of Bid			
Acknowledged Addendums		Y	Y
Bid Signed and Complete		Y	Y
Buy American		Y	Y
Bid Schedule Complete and Filled Out Properly		Y	Y
Subcontractor List		Y	Y
Bid Bond		Y	Y

Revised Funding Model for the Terminal Project

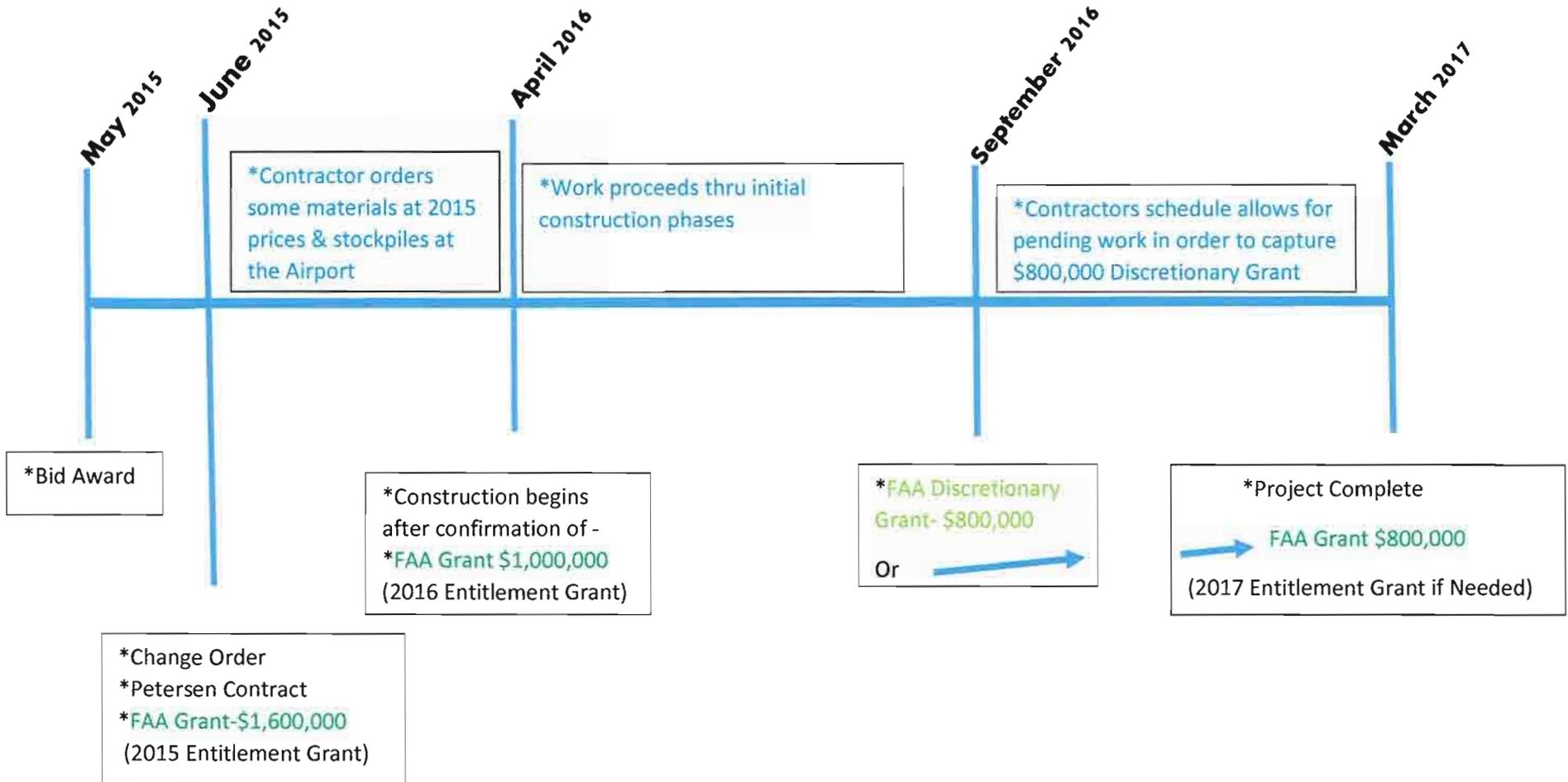
Opinion of Probable Cost (Architect's Bid Estimate)



Revised Funding Model Based on Actual Bids- April 2015



Revised Terminal Project/Funding Timeline



Terminal Funding Scenarios/CIP Schedule

With 2016 Discretionary-April 2016 Const Start

Fiscal Year	Project	Entitlement \$	Discretionary \$	Total Funds
2015	Terminal	\$1,669,825	0	\$1,669,825
2016	Terminal	\$1,000,000	\$810,000	\$1,810,000
2017	Fire Truck/Pavement	\$1,000,000	\$1,690,000	\$2,690,000
2018	Other Projects	\$1,000,000	\$0	\$1,000,000

W/O Discretionary-April 2016 Const Start

Fiscal Year	Project	Entitlement \$	Discretionary \$	Total Funds
2015	Terminal	\$1,669,825	0	\$1,669,825
2016	Terminal	\$1,000,000	0	\$1,000,000
2017	Terminal	\$810,000		
2018	Fire Truck/Pavement	\$1,190,000	\$1,500,000	\$2,690,000
2019	Other projects	\$1,000,000	0	\$1,000,000