

COUNCIL MEMBERS

Suzanne Nikki	Shawn	Chris	Gregory	Don	Ruth
Hawkins Boyd	Barigar	Talkington	Lanting	Hall	Pierce
Vice Mayor	Mayor				



AGENDA - 5:00 P.M.

**Meeting of the Twin Falls City Council
Monday, August 29, 2016, City Council Chambers
305 3rd Avenue East -Twin Falls, Idaho**

PLEDGE OF ALLEGIANCE TO THE FLAG
CALL MEETING TO ORDER
CONFIRMATION OF QUORUM
CONSIDERATION OF THE AMENDMENTS TO THE AGENDA
PROCLAMATIONS
GENERAL PUBLIC INPUT

AGENDA ITEMS	Purpose	By:
I. <u>CONSENT CALENDAR:</u>		
1. Request to approve the Accounts Payable for August 23 - 29, 2016.	Action	Sharon Bryan
2. Request to approve the August 22, 2016, City Council Minutes.	Action	Sharon Bryan
3. Request to approve the PAWSitive Moves Sponsorship Run to be held at IB Perrine Elementary on October 1, 2016.	Action	Ryan Howe
4. Request to approve the 11 th Annual Perrine Bridge Festival to be held on Saturday, September 10, 2016.	Action	Ryan Howe
5. Request to approve the Walk for Wishes 2016–Twin Falls event to be held at the Twin Falls Visitor Center on October 1, 2016.	Action	Ryan Howe
6. Request to approve the 10 th Annual South Central Community Action Partnership (SCCAP) event to be held in the Twin Falls City Park on Saturday, September 17, 2016.	Action	Justin Dimond
7. Request to rename Poplar Grove Avenue, as platted in Broadmoor Subdivision, to Drayton Avenue.	Action	Troy Vitek
8. Request to remove the “South” and “North” designations from Boston Way South and Boston Way North, as platted in South Hampton Subdivision No. 2.	Action	Troy Vitek
9. Request to approve a Beer and Wine License for Kwik Mart located at 120 Ramage Street.	Action	Sharon Bryan
II. <u>ITEMS FOR CONSIDERATION:</u>		
1. Presentation to move forward with the development of a ten-year contract with People for Pets – Magic Valley Humane Society.	Action	Brian Pike
2. Request to award the 2016 City of Twin Falls Frontier Field Pickleball Courts Project to Tennis and Track Co., in the amount of \$112,614.29.	Action	Wendy Davis
3. Request to accept an FAA Grant Offer (AIP 38) for the Terminal Modification Project in the Amount of \$1,855,648.	Action	Bill Carberry
4. Request to award the contract for the City of Twin Falls 2016 Mill and Inlay Project to Staker Parsons Co. dba Idaho Materials and Construction of Jerome, Idaho in the amount of \$103,076.10.	Action	Erin Steel
5. Request to use Street Reserves to fund an unanticipated and unbudgeted street mill and inlay project.	Action	Jon Caton
6. Request to approve to support the use of the 2015 Idaho Standards for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the 2015 Idaho Standards for Public Works Construction(Revisions) as the City’s standard specifications.	Action	Jacqueline Fields
7. Request to approve the adoption of a Utility Rate Resolution for Fiscal Year 2017.	Action	Lorie Race
8. Public input and/or items from the City Manager and City Council.		
III. <u>ADVISORY BOARD REPORT/ANNOUNCEMENTS:</u>		
6:00 P.M.		
IV. <u>PUBLIC HEARINGS:</u>		
1. A public hearing regarding the adoption of the Fiscal Year 2017 Budget and the associated annual appropriation ordinance for the City of Twin Falls.	PH/ Action	Travis Rothweiler
V. <u>ADJOURNMENT:</u>		
1. Executive Session 74-206 (1) (a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general. (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.		

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.

Public Input Procedures

1. Individuals wishing to provide public input regarding matters relevant to the City of Twin Falls shall
 - a. wait to be recognized by the mayor
 - b. approach the microphone/podium
 - c. state their name and address, and whether they are a resident or property owner in the City of Twin Falls, and
 - d. proceed with their input.
2. The Mayor may limit input to no less than two (2) minutes. Individuals are not permitted to give their time to other speakers.

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 (2) minutes per person.
 - Five or more individuals, having received personal public notice of the application under consideration, may select by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the mayor. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, shall be either read into the record or displayed to the public on the overhead projector.
 - Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
6. Following the Public Testimony and Applicant's response, the hearing shall continue. The City Council, as recognized by the Mayor, shall be allowed to question the Applicant, Staff or anyone who has testified. The Mayor may again establish time limits.
7. The Mayor shall close the Public Hearing. The City Council shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.

* Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Mayor.

COUNCIL MEMBERS

Suzanne	Nikki	Shawn	Chris	Gregory	Don	Ruth
Hawkins	Boyd	Barigar	Talkington	Lanting	Hall	Pierce
Vice Mayor		Mayor				



MINUTES

5:00 p.m.

Meeting of the Twin Falls City Council
 Monday, August 22, 2016, City Council Chambers
 305 3rd Avenue East -Twin Falls, Idaho

PLEDGE OF ALLEGIANCE TO THE FLAG
 CALL MEETING TO ORDER
 CONFIRMATION OF QUORUM
 CONSIDERATION OF THE AMENDMENTS TO THE AGENDA
 PROCLAMATIONS: **To congratulate Will Brown on his accomplishments and to commend his efforts as a member of the US Shooting Team at the XXI Olympiad.**
GENERAL PUBLIC INPUT

AGENDA ITEMS	<u>Purpose:</u>	<u>By:</u>
I. <u>CONSENT CALENDAR:</u> 1. Request to approve the Accounts Payable for August 16 - 22, 2016. 2. Request to approve the August 15, 2016, City Council Minutes. 3. Request to approve Clif Bar Baking Company Twin Falls Ribbon Cutting Event	Action Action Action	Sharon Bryan Sharon Bryan Justin Dimond
II. <u>ITEMS FOR CONSIDERATION:</u> 1. Presentation to announce and personally invite the City Council and all Citizens of Twin Falls, to a Purple Heart Dedication Ceremony to be held in City Park on Saturday August 27 th , 10:00 a.m. until 12:00 p.m. 2. Request from The Historic Preservation Commission for permission to apply for a \$2,000 Community Enhancement Grant from the Idaho State Historical Society. 3. Report of staff findings and recommendations for electronic sign. 4. Presentation regarding the value of the One City employee training by the University of Virginia. 5. Presentation of the City Manager’s Recommended Budget for FY 2017 followed by citizen input. 6. Public input and/or items from the City Manager and City Council.	Presentation Action Presentation Presentation Presentation/ Public Input	Tami Billman/ Jon Caton Kelly Weeks Kathy Markus Mitchel Humble Travis Rothweiler
III. <u>ADVISORY BOARD REPORT/ANNOUNCEMENTS:</u> 6:00 P.M.		
IV. <u>PUBLIC HEARINGS:</u> None		
V. <u>ADJOURNMENT:</u>		

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

Present: Shawn Barigar, Suzanne Hawkins, Nikki Boyd, Chris Talkington, Greg Lanting, Don Hall, Ruth Pierce

Absent: None

Staff Present: City Manager Travis Rothweiler, City Attorney Fritz Wonderlich, Deputy City Manager Mitchel Humble, Deputy City Manager Brian Pike, Public Works Director Jon Caton, Planning Tech Kelly Weeks, Information Communication Technology Manager Kathy Markus, Fire Captain Aaron Hudson, Human Resource Analyst Gretchen Scott, Environmental Engineer Jason Brown, Lead Water Operator Shawn Shropshire, Police Chief Craig Kingsbury, Grant Writer Mandi Thompson, Deputy City Clerk Sharon Bryan

PLEDGE OF ALLEGIANCE TO THE FLAG

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

CONFIRMATION OF QUORUM

A quorum is present.

CONSIDERATION OF THE AMENDMENTS TO THE AGENDA – None

PROCLAMATIONS: To congratulate Will Brown on his accomplishments and to commend his efforts as a member of the US Shooting Team at the XXI Olympiad.

Mayor Barigar read proclamation and presented it to Will Brown.

Will Brown gave his appreciation.

GENERAL PUBLIC INPUT

Ray Parrish, Twin Falls, invited the City Council to the dedication of the Church of Latter Day Saints Mission Storage Facility, Saturday, August 27, 2016 at 10:00 AM

Heather Stroup, Twin Falls County, said there will be a Constitution Class at College of Southern Idaho on Thursday, August 25, 2016 at 7:00 PM, Room 277.

Julie Ruff, Twin Falls County, read a letter from Fawnbrook victim's family.

Lee Stranahan, Dallas, TX, asked that Citizens and City Council to not trust him.

John Kapalaris, Twin Falls, Xavier School Board, reviewed the bike lanes. He asked that they finish the bike lanes from Fieldstream to Creekside Way.

I. CONSENT CALENDAR:

1. Request to approve the Accounts Payable for August 16 - 22, 2016.
2. Request to approve the August 15, 2016, City Council Minutes.
3. Request to approve Clif Bar Baking Company Twin Falls Ribbon Cutting Event

MOTION:

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

II. ITEMS FOR CONSIDERATION:

1. Presentation to announce and personally invite the City Council and all Citizens of Twin Falls, to a Purple Heart Dedication Ceremony to be held in City Park on Saturday August 27th, 10:00 a.m. until 12:00 p.m.

Tami Billman and Jon Caton explained the Purple Heart City and invited the City Council and all Citizens of Twin Falls to a Purple Heart Dedication Ceremony to be held at City Park, Saturday August 27, 2016 from 10:00 AM to 12:00 PM.

2. Request from The Historic Preservation Commission for permission to apply for a \$2,000 Community Enhancement Grant from the Idaho State Historical Society.

Nancy Taylor, Chair of the Historic Preservation Commission explain that the grant money will be used to updated brochures.

MOTION:

Councilmember Lanting moved to approve The Historic Preservation Commission for permission to apply for a \$2,000 Community Enhancement Grant from the Idaho State Historical Society. The motion was seconded by Councilmember Boyd. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

3. Report of staff findings and recommendations for electronic sign.

Information Communication Technology Manager Markus gave staff report.

City Council discussion ensued on the following:

Liked locating sign on Shoshone Street.

Shoshone Street a State Highway.

Informal truck route.

Reader board used for community events and not used for business advertising

Charge for use of reader board.

Raise funds to help pay for sign.

Would like some design options for sign.

Banner type sign rather than a reader board

Procedures and Policies of what goes on the reader board

Citizen involvement in what they would like sign to look like.

Need Twin Falls County as a partner.

Cost needs to include sign maintenance.

City Manager Rothweiler said Sign Committee will review and report back to City Council at a later date.

4. Presentation regarding the value of the One City employee training by the University of Virginia.

Deputy City Manager Humble reviewed.

The following staff shared their experiences:

Aaron Hudson, Fire Captain
Gretchen Scott, Human Resource Analyst
Jason Brown, Environmental Engineer
Shawn Shropshire, Lead Water Operator
Craig Kingsbury, Police Chief
Mandi Thompson, Grant Writer

Mayor Barigar and Councilmember Talkington expressed their appreciation of the testimonials given on the One City Concept.

5. Presentation of the City Manager's Recommended Budget for FY 2017 followed by citizen input.

City Manager Rothweiler reviewed the FY 2017 Budget.

City Council discussion ensued on the following:

Mid-year employee compensation

Not dipping into the foregone monies.

Breakdown on the City Park restroom and band shell improvements.

City Park restroom will be rebuilt.

Funding options if you take full 3%

Victims Witness Coordinator position important.

Replenish the public art fund,

New bathrooms at City Park

Need to take the entire 3%.

Band shell and restroom rebuild a priority.

Pool operation concerns.

Not in favor of the Victim Witness Coordinator position. Need to look and what is already available.

Would like public to be more involved.

City Manager Rothweiler said that next week we will hold a public hearing on FY 2017 proposed budget.

Public Input - None

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

Public Input - None

City Manager Rothweiler said that the City Council Meeting for Sept 6, 2016 is tentatively cancelled unless something comes up that the City Council needs to meet on.

Councilmember Lanting reported on the Friends of Muni Tournament.

Councilmember Hall said that a citizen contacted him regarding putting a cross walk on Addison and Maurice.

Hawkins announced that the Twin Falls Public Library has two board of trustee openings.

Councilmember Talkington reported on the traffic flow on the intersection of Addison and Hankins Road and asked if it can be patrolled at the beginning of school and end of school.

Deputy City Manager Pike said he will look into having an officer patrol the intersection.

III. ADVISORY BOARD REPORT/ANNOUNCEMENTS:

IV. PUBLIC HEARINGS: None

V. ADJOURNMENT:

The meeting adjourned at 7:35 PM

Sharon Bryan, Deputy City Clerk

http://twinfalls.granicus.com/MediaPlayer.php?view_id=2&clip_id=568



Date: Monday, August 29, 2016, Council Meeting
To: Honorable Mayor and City Council
From: Sergeant Ryan Howe, Twin Falls Police Department

Request:

Consideration of a request from Carol Hill, on behalf IB Perrine Elementary School, to approve the PAWSitive Moves Sponsorship Run consisting of a five (5) kilometer running and walking event and a one (1) mile walking event. This fundraising event will be held at IB Perrine Elementary on October 1, 2016.

Time Estimate:

This is the second annual, one (1) mile walk and five (5) kilometer run/walk event. Staff is requesting that this item be placed on the Consent Calendar.

Background:

The PAWSitive Moves Sponsorship Run is a fundraising event to benefit IB Perrine Elementary School. The one (1) mile walk will be on the IB Perrine property. The 5 kilometer running and walking event will start at IB Perrine, turn right at Caswell Avenue West, left on Rose Street North, right on Filer Avenue West, right on Wendell Street, right on Robbins Avenue, left on Bracken Street North, left on Ridgeway, right on Twin Parks Drive, right on North College Road West, right on Blake Street North, right on Falls Avenue West, left on Sparks Street North, and left on Caswell Avenue West to the start/finish line.

The event organizers will use the restrooms and garbage facilities at the IB Perrine Elementary School. Parking will be in the school parking lot and on surrounding streets. The 2016 PAWSitive Moves Sponsorship Run will begin at 8:00 a.m. and will conclude at 11:00 a.m.

Approval Process:

Consent of the Council

Budget Impact:

There is no budget impact.

Regulatory Impact:

N/A

Conclusion:

Twin Falls Police Department Staff and several relevant City Staff members have approved this application request. Staff recommends that the City Council approve the Special Event Application based on the information provided.

Attachments:

None

RH:aed



Date: Monday, August 29, 2016, Council Meeting
To: Honorable Mayor and City Council
From: Sergeant Ryan Howe, Twin Falls Police Department

Request:

Consideration of a request to approve the Special Event Application submitted by Rachelle Williams to host the 11th Annual Perrine Bridge Festival, with all proceeds going to the Saint Luke's Magic Valley Regional Medical Center Foundation's "Children with Special Needs" Fund. The event will be held on Saturday, September 10, 2016, from 7:00 a.m. until 12:00 p.m.

Time Estimate:

Since this has been an annual event, generating no calls for service during past events, Staff requests that this item be placed on the Consent Calendar.

Background:

This event is scheduled to begin on Saturday, September 10, 2016, at 7:00 a.m. and will conclude by 12:00 p.m. This event will include a 5K Run/Walk Race and a Kid's Superhero Fun Run to be held on the Canyon Rim Trail. There will also be a distance Run/Bike/Paddle competition to be held at Centennial Park. A separate Special Event Application has been filed with the Twin Falls County Sheriff's Office for the Centennial Park portion of events. Public restrooms are available for use during the event. Several volunteers will be on hand to clean up all trash and refuse in the area at the conclusion of the event. Event organizers have contacted all businesses in the area that will be affected by the event and have obtained their approval. Parking for the event will be available around the Visitor Center and local business parking lots.

The 5K Race will begin at the Visitor Center with registration beginning at 8:00 a.m. and the race commencing at 8:30 a.m. This race will be on the Canyon Rim Trail to the area of the Canyon Crest Restaurant where runners will turn around and head back to the Visitor Center. There will be several volunteers assisting with this event. Registration for the Kid's Superhero Run will be held at 10:00 a.m. The race will begin at 10:30 a.m. at the Visitor Center and take runners to the area of the Sportsman's Warehouse and back. There will be approximately ten volunteers helping with this event.

Approval Process:

Consent of the Council

Budget Impact:

This event will not have any budget implications.

Regulatory Impact:

N/A

Agenda Item for August 29, 2016
From Sergeant Ryan Howe
Page Two

Conclusion:

This Special Event Application has been approved by several relevant City Staff members and Twin Falls Police Department Staff. It is recommended that this request be approved by the City Council as presented.

Attachments:

None

RH:aed



Date: Monday, August 29, 2016, Council Meeting
To: Honorable Mayor and City Council
From: Sergeant Ryan Howe, Twin Falls Police Department

Request:

Consideration of a request from Helene Peterson, on behalf of Make-A-Wish Idaho, to approve the Walk for Wishes 2016 - Twin Falls event. This fundraising event will be held at the Twin Falls Visitor Center on October 1, 2016.

Time Estimate:

This is a first time, walking only event. Similar walking events have previously been held at this same location and have generated no calls for service. Staff is, therefore, requesting that this item be placed on the Consent Calendar.

Background:

The Walk for Wishes 2016 - Twin Falls is a fundraising event to benefit Wish Kids in the Magic Valley. It is a walk only event. The event will start at the Visitor Center and will take place on the Canyon Rim Trail with a turnaround at the 1.25-mile mark.

The event organizers have provided letters of permission for overflow parking in the Outback Steakhouse and the Canyon Park West Shopping Center parking lots. The event organizers have arranged for additional trash and recycling containers. The 2016 Walk for Wishes event will begin at 7:00 a.m. and will conclude at 1:00 p.m. Sponsors will have booths and tables in the area and the organizers will provide snacks, some of which have been donated by local companies.

There will be no alcohol provided by the event organizers.

Approval Process:

Consent of the Council

Budget Impact:

There is no budget impact.

Regulatory Impact:

N/A

Conclusion:

Twin Falls Police Department Staff and several relevant City Staff members have approved this application request. Staff recommends that the City Council approve the Special Event Application based on the information provided.

Attachments:

None

RH:aed



Date: Monday, August 29, 2016, Council Meeting
To: Honorable Mayor and City Council
From: Sergeant Justin Dimond, Twin Falls Police Department

Request:

Consideration of a request to approve the 10th Annual South Central Community Action Partnership (SCCAP) Event to be held in the Twin Falls City Park on Saturday, September 17, 2016, from 11:00 a.m. to 3:00 p.m.

Time Estimate:

Since this will be the 10th Annual SCCAP event and no Police calls for service were generated within the last three years, it is requested this item be placed on the Consent Calendar.

Background:

Ken Robinette, on behalf of the South Central Community Action Partnership, has requested to host their annual community event. Non-profit organizations have been invited to set up booths and provide information about the services they provide to low-income families and individuals. This event is free to the public. Up to 6,000 people are expected to attend.

During the event, there will be live music in the form of performances by area high school bands. Free food will be provided to the public. There will be face painting and several other activities for children.

The event sponsors will be responsible for clean-up at the conclusion of the event.

Approval Process:

Consent of the Council

Budget Impact:

Since no alcohol will be served at this event and there have been no calls for Police service at past events, Twin Falls Police Department Staff does not feel there is a need for the Twin Falls Police Department to provide security.

Regulatory Impact:

N/A

Conclusion:

Twin Falls Police Department Staff and several relevant city staff members have approved this special event application. Based on the information provided, Staff recommends that this event be approved.

The Twin Falls Police Department Staff recommends that the on-duty Patrol Supervisor be given the authority to order the event organizers to mitigate the sound of amplified music. If there are continued noise complaints or disturbances by those participating in the event, and non-compliance, the on-duty Patrol Supervisor shall have the authority to terminate the event.

Attachments:

N/A

JD:aed



Date: August 29, 2016
To: Honorable Mayor and City Council
From: Troy Vitek, P.E., Assistant City Engineer

Consent Request:

Consideration of a request to rename Poplar Grove Avenue, as platted in Broadmoor Subdivision, to **Drayton Avenue**.

Time Estimate:

The staff presentation will take approximately 2 minutes.

Background:

Poplar Grove Avenue was platted as roadway right-of-way in Broadmoor Subdivision. After Broadmoor Subdivision was recorded, it was discovered that there is a street located in the East Lawn Extension Subdivision with a very similar name (Poplar Avenue). With emergency services in mind, and to prevent confusion on emergency calls, City staff would like to change the street name to **Drayton Avenue**.

Approval Process:

City Code Section 8-1-3 states: The names of streets and avenues as given and shown on the map of the City adopted by the City Council on February 25, 1957, and on file in the office of the City Clerk, or as may hereafter be renamed by said Council, are hereby declared to be the names of the same. Names of all streets and avenues hereafter dedicated shall be approved by the City Council. (1958 Code, ch. IV, art. 1).

Budget Impact:

The Council's approval of this request will not impact the City budget.

Regulatory Impact:

None.

Conclusion:

Staff recommends that the Council approve the request to rename Poplar Grove Avenue to **Drayton Avenue**.

Attachments:

1. Plat map.

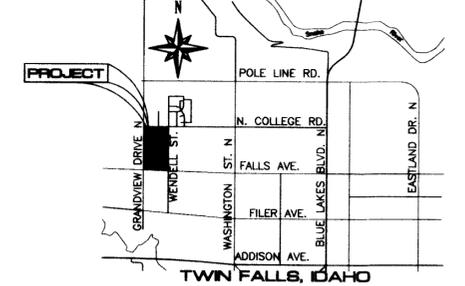
BROADMOOR SUBDIVISION

A SUBDIVISION OF
 Lots 61 Thru 65, Lot 40 and A Portion of Lots 41 and 42 of
 "ORCHALARA SUBDIVISION"
 LOCATED IN A PORTION OF
 SW 4 OF SECTION 5 &
 NW 4 OF SECTION 8
 TOWNSHIP 10 SOUTH,
 RANGE 17 EAST, B.M.,
 TWIN FALLS COUNTY, IDAHO
 2015

NORTH



Vicinity Map



Legend

- SUBDIVISION BOUNDARY LINE
- SECTION LINE
- EASEMENT LINE
- ADJACENT PROPERTY LINE
- CENTERLINE OF STREET
- LOT LINE
- CALCULATED POINT (NOT SET) Δ
- FOUND BRASS CAP \odot
- FOUND 5/8" REBAR, LS 8077 \circ
- SET 5/8" x 24" REBAR & CAP - LS 10110 \bullet
- TO BE SET 1/2" x 24" REBAR & CAP - LS 10110 \cdot
- TO BE SET 5/8" x 24" REBAR & CAP - LS 10110 \bullet

Notes:

- A 15 FOOT WIDE UTILITY EASEMENT EXISTS ADJACENT TO ALL FRONT LOT LINES AND ADJACENT TO STREET FRONTS.
- ALL TRAFFIC ACCESS ON LOTS ADJACENT TO COLLECTOR OR ARTERIAL ROADS WILL BE PROVIDED FROM INTERIOR RESIDENTIAL STREETS INCLUDING RIDGEWAY DRIVE EXCEPT FOR COMBINED ACCESS ON LOTS 6, 7, 9, 11, 13 AND 16 OF BLOCK 6.

Health Certificate

"SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED BASED ON THE STATE OF IDAHO, DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. BUYER IS CAUTIONED AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED."

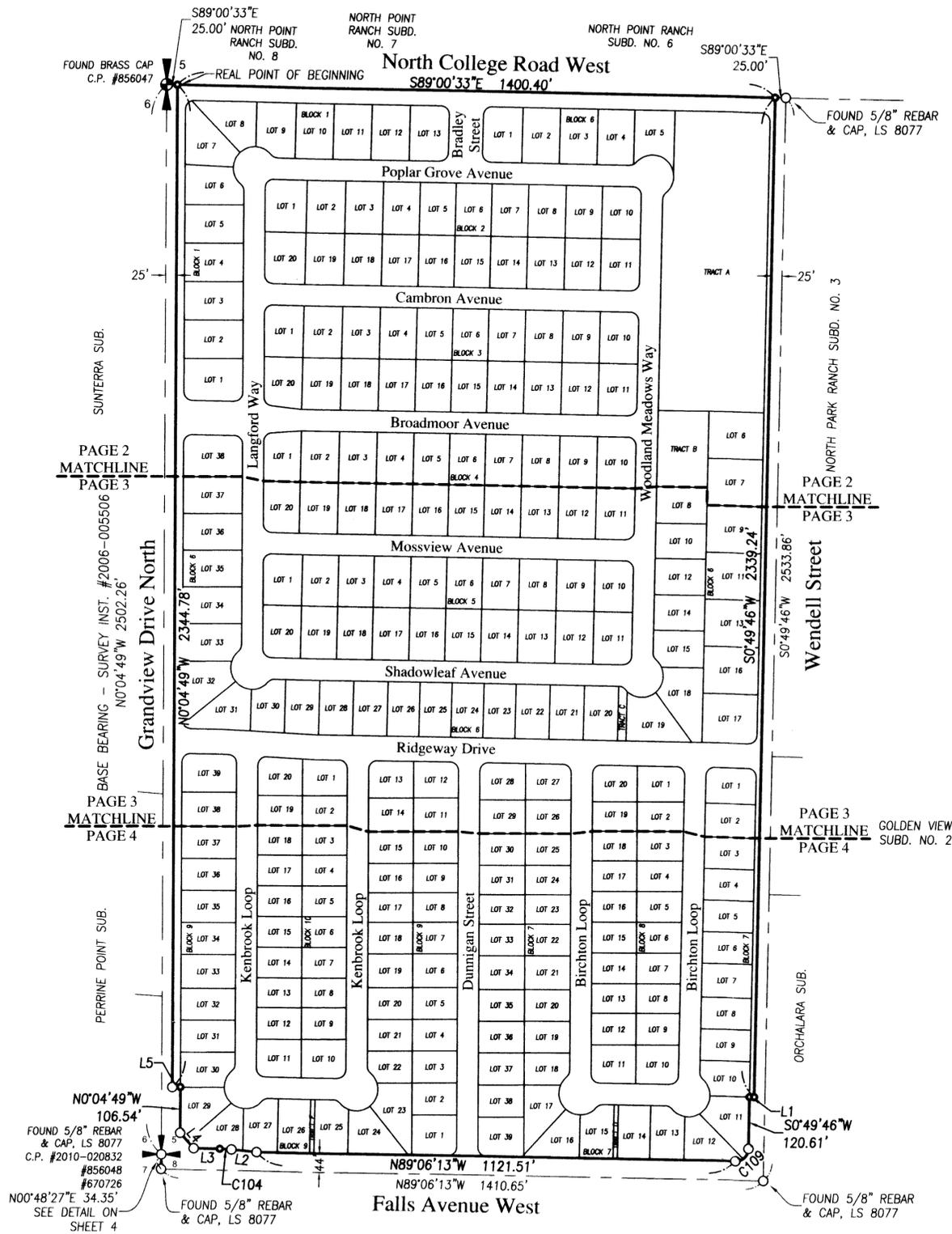
Christopher S. Harrison
 DISTRICT HEALTH DEPARTMENT, REHS

DATE: 10/23/2015

Tracts Owned & Maintained By:

- TRACT A - CITY OF TWIN FALLS
- TRACT B - HOMEOWNERS ASSOCIATION
- TRACT C - CITY OF TWIN FALLS
- TRACT D - CITY OF TWIN FALLS
- TRACT E - CITY OF TWIN FALLS

TWIN FALLS COUNTY
 Recorded for:
 EHM ENGINEERS
 9:38:56 AM 10-27-2015
2015-018738
 No. Pages: 7 Fee: \$ 77.00
 KRISTINA GLASCOCK
 County Clerk
 Deputy: BHUNTER



Monument Certification

THE INTERIOR MONUMENTS ON THIS PLAT SHOWN AS "TO BE SET" WILL BE SET IN ACCORDANCE WITH SECTION 50-1333, IDAHO CODE, ON OR BEFORE 1 YEAR AFTER THE RECORDATION OF THE FINAL PLAT OR AS DETERMINED BY THE CITY OF TWIN FALLS.



PAGE 2 MATCHLINE
 PAGE 3

PAGE 2 MATCHLINE
 PAGE 3

PAGE 3 MATCHLINE
 PAGE 4

PAGE 3 MATCHLINE
 PAGE 4

FOUND 5/8" REBAR & CAP, LS 8077
 C.P. #2010-020832
 #856048
 #670726
 SEE DETAIL ON SHEET 4

FOUND 5/8" REBAR & CAP, LS 8077



Date: August 29, 2016
To: Honorable Mayor and City Council
From: Troy Vitek, P.E., Assistant City Engineer

Consent Request:

Consideration of a request to remove the "South" and "North" designations from Boston Way South and Boston Way North, as platted in South Hampton Subdivision No. 2.

Time Estimate:

The staff presentation will take approximately 2 minutes.

Background:

Boston Way South and Boston Way North were platted as private roadways in South Hampton Subdivision No. 2. City staff would like to remove the "South" and "North" designations from the street names Boston Way South and Boston Way North. The North and South designation does not meet code and all residences are currently addressed off of Boston Way which runs north/south.

Approval Process:

City Code Section 8-1-3 states: The names of streets and avenues as given and shown on the map of the City adopted by the City Council on February 25, 1957, and on file in the office of the City Clerk, or as may hereafter be renamed by said Council, are hereby declared to be the names of the same. Names of all streets and avenues hereafter dedicated shall be approved by the City Council. (1958 Code, ch. IV, art. 1).

Budget Impact:

The Council's approval of this request will not impact the City budget.

Regulatory Impact:

None.

Conclusion:

Staff recommends that the Council approve the request to rename Boston Way South and Boston Way North to **Boston Way**.

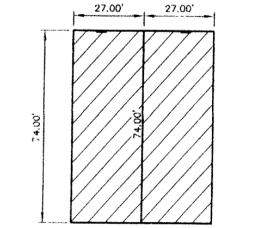
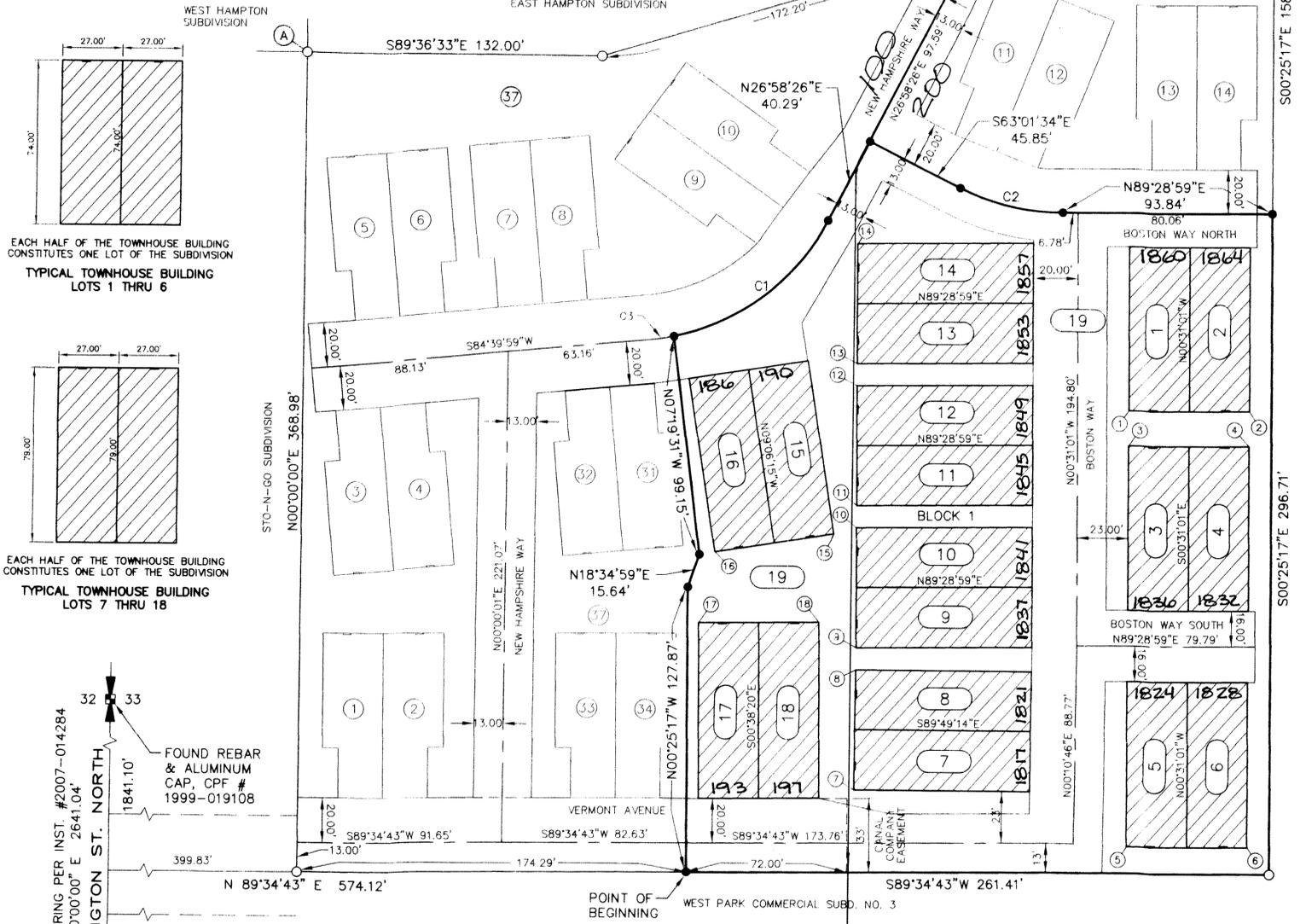
Attachments:

1. Plat map.

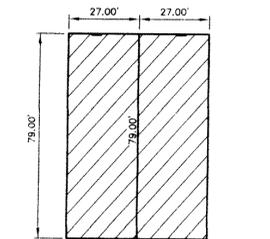
NOTES:

1. NEW HAMPSHIRE WAY, BOSTON WAY AND VERMONT AVENUE ARE PRIVATE STREETS AND PUBLIC UTILITY EASEMENTS WHICH WILL BE MAINTAINED BY THE EAST HAMPTON HOME OWNERS ASSOCIATION.
2. LOT 19 WILL CONSIST OF ALL COMMON OWNED AREA AND IS CONSIDERED TO BE AN EASEMENT FOR ALL UTILITY AND DRAINAGE PURPOSES.
3. LOTS IN SOUTH HAMPTON SUBDIVISION NO. 2 WILL ADOPT THE EAST HAMPTON CC&R'S AND BE INCLUDED IN THE EAST HAMPTON HOME OWNERS ASSOCIATION.
4. COMMON AREAS WILL BE CONVEYED TO EAST HAMPTON HOME OWNERS WHEN DEVELOPMENT IS COMPLETED IN SOUTH HAMPTON SUBDIVISION NO. 2.

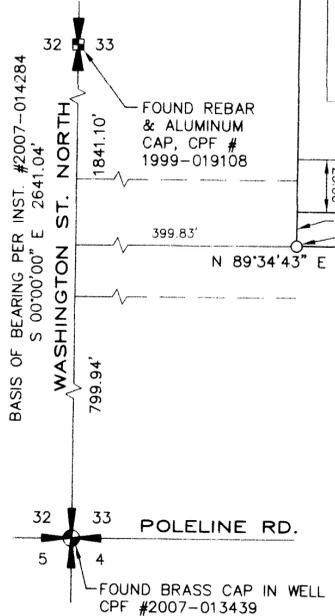
CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CH. L.	CH. BRG.
C1	89.32'	100.00'	51°10'37"	47.89'	86.38'	N52°33'44"E
C2	47.98'	100.00'	27°29'26"	24.46'	47.52'	S76°46'18"E
C3	11.37'	100.00'	6°30'57"	5.69'	11.37'	N81°24'31"E



EACH HALF OF THE TOWNHOUSE BUILDING CONSTITUTES ONE LOT OF THE SUBDIVISION
TYPICAL TOWNHOUSE BUILDING LOTS 1 THRU 6



EACH HALF OF THE TOWNHOUSE BUILDING CONSTITUTES ONE LOT OF THE SUBDIVISION
TYPICAL TOWNHOUSE BUILDING LOTS 7 THRU 18



BUILDING LINE TIES		
TIE	LENGTH	BEARING
PNT A TO PNT 1	402.81'	S66°48'19"E
PNT A TO PNT 2	452.77'	S69°33'16"E
PNT A TO PNT 3	409.22'	S64°46'01"E
PNT A TO PNT 4	458.46'	S67°42'00"E
PNT A TO PNT 5	513.54'	S46°21'12"E
PNT A TO PNT 6	553.55'	S50°15'02"E
PNT A TO PNT 7	413.67'	S37°00'36"E
PNT A TO PNT 8	372.08'	S42°02'34"E
PNT A TO PNT 9	364.79'	S43°05'32"E
PNT A TO PNT 10	327.07'	S49°30'21"E
PNT A TO PNT 11	320.59'	S50°51'16"E
PNT A TO PNT 12	289.13'	S59°07'15"E
PNT A TO PNT 13	284.05'	S60°50'34"E
PNT A TO PNT 14	261.56'	S71°10'35"E
PNT A TO PNT 15	321.30'	S47°56'44"E
PNT A TO PNT 16	290.50'	S39°37'15"E
PNT A TO PNT 17	311.87'	S34°54'17"E
PNT A TO PNT 18	345.17'	S42°20'00"E

- LEGEND**
- 5/8" x 30" REBAR W/ PLASTIC CAP SET
 - 5/8" REBAR W/ PLASTIC CAP FOUND
 - SUBDIVISION BOUNDARY
 - LOT LINE
 - ▨ LOT 19 (COMMON SPACE)
 - ▨ PRIVATELY OWNED SPACE
 - - - CENTER LINE OF PRIVATE DRIVE
 - TWIN FALLS CANAL COMPANY EASEMENT
 - ⑧ LOT NUMBER - SOUTH HAMPTON SUBDIVISION
 - ⑫ LOT NUMBER - SOUTH HAMPTON SUBDIVISION NO. 2
 - ③ TIE POINT NUMBER

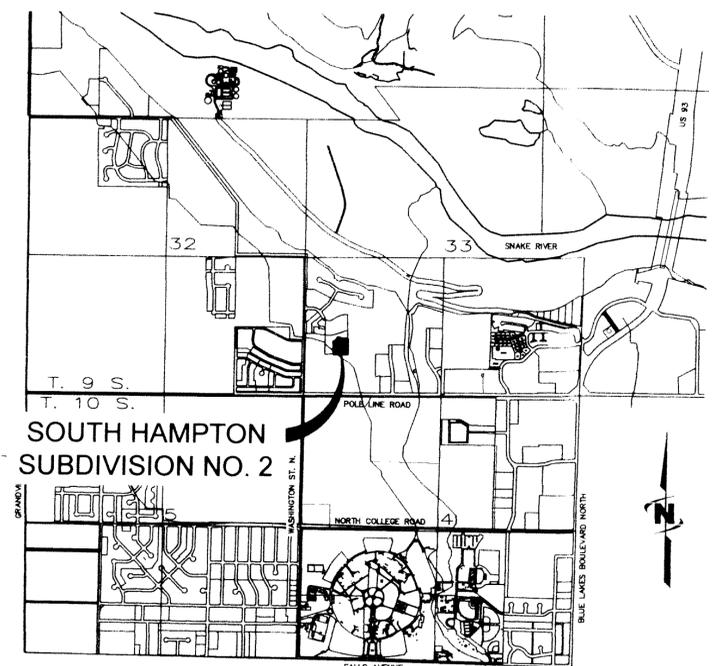
PLAT SHOWING
SOUTH HAMPTON SUBDIVISION NO. 2
A PLANNED UNIT DEVELOPMENT
RESUBDIVISION AND RENUMBERING OF LOTS 15-30 & 35-37 OF SOUTH HAMPTON SUBDIVISION
PART OF SW 1/4 SEC. 33, T. 9 S., R. 17 E., B.M.
TWIN FALLS COUNTY, IDAHO
2015



HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED BASED ON THE STATE OF IDAHO, DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE BEEN SINCE CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

DATE: 10/14/15
REHS, SOUTH CENTRAL PUBLIC HEALTH DISTRICT



VICINITY MAP N.T.S.
J-U-B ENGINEERS, INC.
Twin Falls, Idaho
TWIN FALLS COUNTY
Recorded for:
JUB ENGINEERS
3:46:47 PM 10-26-2015
2015-018722
No. Pages: 5 Fee: \$
KRISTINA GLASCOCK
County Clerk
Deputy: BHUNTER
SHEET 1 OF 2



Date August 29, 2016 City Council Meeting

To: Honorable Mayor and City Council

From: Sharon Bryan, Deputy City Clerk

Request: Approval of a Beer and Wine License for Kwik Mart, 120 Ramage Street.

Time: Consent Calendar

Background: Application to sell off premise beer and wine.

Budget Impact: N/A

Regulatory Impact: City and State Code Compliance

Conclusion: Staff recommends approval of the license.

Attachments: License Application.



ALCOHOL LICENSE APPLICATION

BUSINESS NAME ~~Kwik Mart~~ Zactery S. Hall STATE LICENSE # 11379
 DOING BUSINESS AS Kwik Mart *(Please attach a copy of your state license)*
 BUSINESS ADDRESS 120 Ramage St Twin Falls, ID 83301
 LEGAL DESCRIPTION OF PLACE OF BUSINESS _____
 Lot 1,2,3 Block 41 Subdivision South Park Addition
 MAILING ADDRESS 120 Ramage St Twin Falls ID 83301
 CONTACT PERSON Zack Hall PHONE # (208) 421-3806

BEER:	<i>Bottled for consumption off the premises only</i>	(\$ 50.00)	(Check) <input checked="" type="checkbox"/>
	<i>Bottled for consumption on premise</i>	(\$ 150.00)	<input type="checkbox"/>
	<i>Bottled & Draught for consumption on premises</i>	(\$200.00)	<input type="checkbox"/>
WINE:	<i>Retail Sales for consumption off premises only</i>	(\$200.00)	<input checked="" type="checkbox"/>
	<i>Wine by the Drink for consumption on premises only</i>	(\$200.00)	<input type="checkbox"/>
LIQUOR:	<i>Liquor license & fees cover wine license & fees</i>	(\$562.50)	<input type="checkbox"/>

As provided by the laws of the City of Twin Falls, Idaho for the term ending **June 30, 20** tendered herewith is the license fee of \$ _____ . (Ordinance #2708)

APPLICANT IS AN INDIVIDUAL PARTNERSHIP CORPORATION

IF A PARTNERSHIP, NAME ALL PARTNERS: (PLEASE PRINT)

NAME: _____

NAME: _____

NAME: _____

IF A CORPORATION OR ASSOCIATION, NAME ALL OFFICERS:

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

DATE OF INCORPORATION OR ORGANIZATION _____

PLACE OF INCORPORATION OR ORGANIZATION _____

PRINCIPAL PLACE OF BUSINESS IN IDAHO Twin Falls

OWNER OF PREMISES (Please Print) Jawdat Mansour

NAME OF PERSON WHO WILL MANAGE BUSINESS OF SELLING BEER AT RETAIL:
(Please Print) Zack Hall

(IF A PARTNERSHIP, ALL PARTNERS NEED TO SIGN)

SIGNATURE OF APPLICANT Zack Hall

NAME (Please Print) Zack Hall

SIGNATURE OF APPLICANT _____

NAME (Please Print) _____

SIGNATURE OF APPLICANT _____

NAME (Please Print) _____

SIGNATURE OF APPLICANT _____

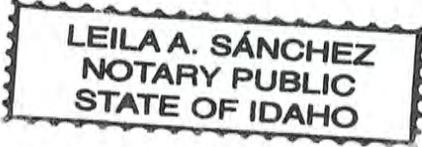
NAME (Please Print) _____

Subscribed and sworn to before me this 25th day of August, 2016.

Leila A. Sanchez
Notary Public for Idaho

Residing at: Twin Falls, ID

Notary Expiration Date: 5-18-2018



State of Idaho

Idaho State Police

Cycle Tracking Number: 87995

Premise Number: 2T-11379 Retail Alcohol Beverage License

License Year: 2017
License Number: 11379

This is to certify, that Zackery Hall
doing business as: Kwik Mart

is licensed to sell alcoholic beverages as stated below at:
120 Ramage St, Twin Falls, Twin Falls County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

- Liquor No
- Beer Yes \$50.00
- On-premise consumption No
- Kegs to go No
- Restaurant No
- Wine by the bottle Yes \$100.00
- Wine by the glass No
- Multipurpose arena No
- Growlers No

TOTAL FEE: \$150.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

ZACKERY HALL
 KWIK MART
 120 RAMAGE ST
 TWIN FALLS, ID 83301
 Mailing Address

License Valid: 08/17/2016 - 06/30/2017

Expires: **06/30/2017**

Director of Idaho State Police





Date: Monday, August 29, 2016
To: Mayor and City Council
From: Brian Pike, Deputy City Manager

Request

A presentation of the City Manager's Office requesting the approval from Council to move forward with the development of a ten-year contract with People for Pets – Magic Valley Humane Society.

Time Estimate

The estimated amount of time this item will take is 20 minutes plus time to answer questions.

Background

City Staff is requesting the approval to prepare a ten-year contract with People for Pets – Magic Valley Humane Society to operate the municipal Animal Shelter.

People for Pets – Magic Valley Humane Society has operated the municipal Animal Shelter for the last 27 years. This has been a successful partnership with the City of Twin Falls. Over the years they have:

- Provided humane care for over 4,000 animals a year
- Provided differential licensing to encourage pet sterilization
- A spray/neuter program for all adoptable pets
- Established educational, volunteer and community service programs
- Maintained a DEA registration and a State certified euthanasia program
- Senior Center sponsored adoption grant
- Emergency veterinary care fund
- Maintained a Pet Food Pantry Program distributing over 32,000 pounds of pet food to those in our community in need of assistance
- Achieved a 93% adoption rate for animals received by the shelter

The City of Twin Falls has benefited from its relationship with People for Pets – Magic Valley Humane Society and would request the Council's permission to prepare a ten-year contract for your review. The contract will include but not be limited to the following:

- People for Pets shall submit a detailed budget to the City by May 1st of each future operating year
- The budget shall show projected revenues from all sources including the county contract, fines, fees and donations. The budget shall also show total projected cost of operating the shelter.
- The fee for service will be renegotiated each fiscal year using the MCI as a guide to help determine reasonable operating adjustments
- Allow for an annual audit conducted by a third-party professional six months following People for Pets – Magic Valley Humane Society's fiscal year
- Liability Insurance - \$500,000 single limit coverage
- Allow for the termination of the agreement by either party with a ninety (90) day written notice

Once the contract has been prepared, City Staff will present the document to the Council for final approval and implementation.

Approval

Council approval to move forward with the development of a ten-year contract with People for Pets – Magic Valley Humane Society.

Budget Impact:

The fee for service is included in the City Manager's Recommended 2016-17 budget

Regulatory Impact:

There is no regulatory impact.

Attachments:

Letter of Intent

Contract

People for Pets – Magic Valley Humane Society, Inc.
420 Victory Ave.
P.O. Box 1163
Twin Falls, ID 83301

Phone: 208-736-2299

Email: tfanimalshelter@gmail.com

Web Site: www.twinfallsanimalshelter.com



August 23, 2016

Honorable Mayor and Council,

September 30, 2016 will mark the end of People for Pets – Magic Valley Humane Society’s five-year contract with the City of Twin Falls to operate the Municipal Animal Shelter. It is People for Pets – Magic Valley Humane Society’s intention to request a ten year renewal of our contract to operate the City of Twin Falls Animal Shelter. People for Pets – Magic Valley Humane Society, Inc., has operated the municipal shelter for the last twenty-seven years. Through our partnership with the City of Twin Falls, we have developed many successful and progressive programs that support our mission and the needs of the City to provide consistent, humane care for over 4000 animals per year.

- **Achieved a 93% adoption rate.**
- Upheld contractual responsibilities with the City of Twin Falls (Agreement attached). **
**Did not provide the City with quarterly reports of revenues and operating expenses and surplus or loss generated from operation of the Shelter in a timely manner. We will do so in the future!
- Maintained a Federal Drug Enforcement Administration (DEA) registration to secure and store schedule 2N, 3, 3N, and 4 controlled substances.
- Followed State Board of Veterinary Medicine annual commendations for precise record keeping and inspection of use of above mentioned controlled substances.
- Complied with Idaho State Board of Pharmacy registration requirements.
- Maintained state certified euthanasia personnel, requiring annual renewal and testing.
- Collaborated successfully with Twin Falls County to financially support the City Animal Shelter.
- Provided differential licensing to encourage pet sterilization.
- Provided a spay and neuter program for all adoptable pets.
- Conducted advertising campaigns to assist in animal placement.
- Worked hard to timely and accurately post the lost and found published record, to return lost pets to rightful owners.
- Utilized computerized licensing and registration data to facilitate afterhours emergency calls.
- Provided educational, volunteer, and community service programs, casting a broad net for community involvement.

- Are investing in a cloud based digitized pet tracking program (PetPoint) to expedite Animal Record keeping. All adopted animals will receive a microchip with this program, which will facilitate owner identification.
- Subsidized the Animal Shelter to the tune of, on average, \$11,500 per month through grant monies and donations for the following programs:
 - PFP spay/neuter subsidy - \$10 per pet adoption.
 - Seagraves spay/neuter community voucher program.
 - Seagraves discounted adoption fee for senior citizens.
 - Furr Ball and Seagraves emergency veterinary care fund.
 - Seagraves community outreach.
 - Pet food Pantry, which distributed 32,000 pounds to those in our community in need.

People for Pets-Magic Valley Humane Society wishes to express that our contract with the city is working well and that we wish to continue the partnership we have developed for another ten years.

Sincerely,

COPY

C-4372

AGREEMENT

THIS AGREEMENT, made this 1st day of September, 2011 by and between the City of Twin Falls, Idaho (hereinafter "City"), and People for Pets/Magic Valley Humane Society (hereinafter "People for Pets").

WHEREAS, City owns the animal shelter at 420 Victory Ave in Twin Falls; and,

WHEREAS, People for Pets took over operation of the animal shelter for the City and for other agencies, beginning October 1, 1989; and,

WHEREAS, The former lease and agreement has expired.

NOW, THEREFORE, City and People for Pets agree as follows:

1. People for Pets' Responsibilities:

- a. Maintain, clean and operate the animal shelter in accordance within guidelines of the Humane Society of the United States and in accordance with the Twin Falls City Code and applicable State Code.
- b. Pay routine maintenance and operating costs including utilities (except water, sewer and sanitation services), phone, purchase of cleaning supplies, vaccines (if necessary), euthanizing chemicals, office supplies.
- c. Discuss with City any remodeling or major repairs prior to ordering work.
- d. Check in dogs and cats and care for them in accordance with minimum standards of the Humane Society of the United States.
- e. Maintain a computerized record of each animal checked into the animal shelter and the animal's final disposition.
- f. Euthanize dogs and cats in a humane manner. Maintain certification with the Idaho Board of Veterinary Medicine and Idaho Board of Pharmacy to perform euthanasia. The hold time per animal should average seven calendar days.
- g. Dispose of carcasses.
- h. Staff the animal shelter with certified and qualified personnel and maintain reasonable hours for the public, said schedule of public hours to be approved by the City and People for Pets and posted 30 days prior to any changes.
- i. Collect all license, redemption and adoption fees and account for them in accordance with the drafted ordinance.
- j. Operate a City dog-licensing program using an automated system.
- k. Provide the City with quarterly record of revenues and operating expenses and surplus or loss generated from operation. As part of the city's evaluation of shelter operations the City will review efforts to minimize reliance on property tax dollars and move towards fund-raising and grant writing to subsidize operations.
- l. Prepare and submit an annual budget to include major repairs and capital

expenditures by May 1 of each year.

- m. Maintain all necessary records for a period of not less than 5 years.
- n. Provide reasonable accommodations to permit persons adopting animals to use the veterinarian of their choice for spaying/neutering.
- o. The Shelter Director shall attend all meetings of the Animal Shelter Advisory Commission.

2. City Responsibilities:

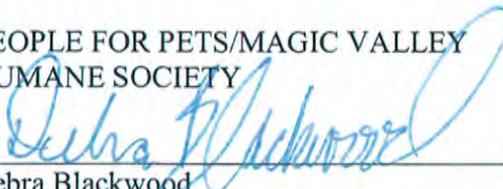
- a. Enforce animal control laws and deliver dogs to the Animal Shelter.
- b. Assist in routine repairs if notified on a timely basis and if work can be scheduled to be accomplished in a reasonable time period.
- c. Provide water, sewer and sanitation service at no expense to the People for Pets.
- d. Provide landscape maintenance for the facility at 420 Victory Ave.

- 3. **Term of Agreement:** This agreement shall be effective from the date of execution until September 30, 2016.
- 4. **Compensation:** People for Pets shall submit a detailed budget to the City by May 1. The budget shall show projected revenues from all sources including the county contract, fines, fees and donations. The budget shall also show total projected cost of operating the shelter. City agrees to pay People for Pets \$17,875.00 per month for all operating costs not otherwise provided for above. The fee for service will be renegotiated each City fiscal year.
- 5. **Performance Review:** In year three of this Agreement, People for Pets will request the Humane Society of the United States' (HSUS) perform a professional shelter evaluation of operations of the Twin Falls Animal Shelter. The purpose of the evaluation is to optimize and improve services to best serve the human and animal members of their community. The cost of the will be paid for by the City of Twin Falls. The program uses a team of animal sheltering experts to independently evaluate local animal care and control programs (both governmental and nonprofit).
- 6. **Liability Insurance:** People for Pets shall maintain a liability insurance policy during the term of this Agreement with an insurance company that is licensed to do business in the State of Idaho all at the sole cost and expense of People for Pets, in the sum of \$500,000 single limit coverage. People for Pets shall furnish City with a certificate of such liability insurance stating that said insurance is in full force and effect during the term of this Agreement.
- 7. **Indemnification:** People for Pets agrees to indemnify and hold harmless the City, its employees and agents, of and from any claim or cause of action arising out of or related to People for Pets' responsibilities, as set forth above. Likewise, the City agrees to indemnify and hold harmless People for Pets, its employees and agents, of and from any claim or cause of action arising out of or related to the City's

responsibilities, as set forth above.

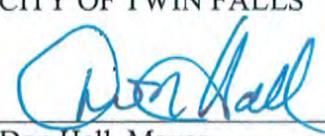
- 8. **Termination:** Either party to this agreement may terminate the agreement by giving 90-days prior written notice to the other party.

PEOPLE FOR PETS/MAGIC VALLEY
HUMANE SOCIETY



Debra Blackwood

CITY OF TWIN FALLS



Don Hall, Mayor

8-23-2011



Date: Monday, August 29, 2016, City Council Meeting

To: Honorable Mayor and City Council

From: Wendy Davis, Parks and Recreation Director

Request:

Consideration of a request to award the 2016 City of Twin Falls Frontier Field Pickleball Courts Project to Tennis and Track Co., in the amount of \$112,614.29.

Time Estimate:

The staff presentation will take approximately 5 minutes.

Background:

The Parks and Recreation Department budgeted \$140,000 to replace the deteriorated Frontier Field tennis courts with a pickle ball court facility. The four court complex lends itself well to pickle ball, and would allow for 12 pickle ball courts.

The department worked with the local pickle ball community and did research on facilities. It was determined that installing post-tension concrete courts is a preferred alternative to plantmix pavement courts. City staff followed up with other cities and suppliers to get feedback on this alternative construction method. The general consensus received was that the post-tension concrete method is indeed better and preferred, although costlier. The courts stay in an acceptable playing condition much longer than a standard plantmix pavement court. Cracks do not surface nor propagate nearly as often or as large over time. Fewer and smaller cracks mean the playing surface should perform longer.

Concrete is a great material for resisting compressive loads, poor when subjected to tensile loads. The basic principle behind post-tensioned concrete is stressing concrete through an array of stressed steel strands laid in the middle of the slab. The concrete slab is cast with reinforcing strands in a way that protects them from bonding with the concrete. After the concrete has partially cured but before it has fully cured, the strands are stretched usually with a hydraulic jack thereby compressing the concrete. This compressed concrete allows for a stronger slab and all the benefits and properties that come with it.

As such, since this is a method rarely used locally and no one internally is adequately experienced with it, the Engineering Department worked with the Legal Department to produce a request for qualifications to procure a Design/Build firm. This was determined to be the best alternative to ensure the details which are important for a successful project to be captured by a firm who can provide both necessary specifications and workers who can effectively incorporate them into the final product.

Although two firms expressed interest, only one firm responded to the request. City staff deemed the firm, Tennis and Track Co., is indeed qualified to construct the courts and is familiar with the details that are important for post-tension concrete courts. Tennis and Track has submitted a design for 12 post tension concrete courts in a two phase project based on available funds. The bid for \$112,614.29 includes installation of six courts and fencing.

Approval Process:

A majority vote of the Council to approve the Award of Contract.

Budget Impact:

The funding for this project is coming from funds allocated for pickleball courts in the Parks and Recreation Department current budget.

Conclusion:

Staff recommends that City Council award the 2016 City of Twin Falls Frontier Field Pickleball Courts Project to Tennis and Track Co., in the amount of \$112,614.29.

Attachments:

1. Project proposal and contract
2. LSI
3. Pickle ball court schematic

**Proposal/Contract
 Idaho Registered Entity Contractor's # RCE-27979**

Submitted to: City of Twin Falls – Frontier Field Pickle Ball Courts
 Address: Falls Ave.
 City: Twin Falls State: ID
 Phone: Email: Josh Baird <JBaird@tfid.org>
 Job Address: same Zip: 83301
 Proposal Date: August 12, 2016 Expiration Date:

Work to include: Construction of 6 Post Tension Concrete Pickle Ball Courts

As per submitted plan

1. Laser grade finish base material on site and compact to achieve proper slope.
2. Supply and install (6) industry standard post tensioned concrete pickle ball courts, 4000 PSI design, edges thickened to (12") inches, reinforced with ½" steel tendons placed as engineered.
3. Supply and install (6 sets) Douglas pickle ball net posts and center strap tie downs.
4. Supply and install (6') foot and (4') high galvanized chain link fence with gates as per plan Top rail to be galvanized (1 5/8") "LG-40" pipe or equivalent, tension wire at the bottom. Corner Posts, Terminal Posts and Line Posts to be (2-7/8") inches "LG-40" pipe or equivalent. All fabric to be 1¾" 9 gauge galvanized as per specifications.
5. After 30 day curing period, acid wash concrete then apply acrylic primer coat.
6. Apply one (1) coat of acrylic surfacer with silica sand.
7. Apply two (2) coats of acrylic color with silica sand. Colors to be chosen by owner, please specify choice,
 Middle: _____, Outside: _____.
8. Paint playing lines as per pickle ball standards.
9. Supply and install Douglas pickle ball nets and center straps.
- 10. Note: rough grade, irrigation and landscape repair by others. All sidewalk, light bases and all electrical by others.**

Total Cost: \$112,614.29

Initials_____

Initials_____

Alternate:

11. Supply only (4) twin 70 and (4) single Court Blade LED complete light assemblies.

(4) LSI Court Blade LED Twin 70 complete assemblies \$ 12,325.00

(4) LSI Court Blade LED Singles complete assemblies \$7,135.00

CONTRACT FOR CONSTRUCTION OF
POST TENSION CONCRETE PICKLE BALL COURTS

This Contract is made this _____th day of August, 2016 and is between the owner (or General Contractor hereinafter called "Owner") and the Tennis Court Contractor who is **The Tennis and Track Company** (hereinafter called "contractor").

PROJECT: Frontier Field Pickle Ball Courts

OWNER: City of Twin Falls, ID

ARCHITECT:

The Owner and Contractor agree as follows:

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Contract and Exhibits attached hereto.

ARTICLE 2
THE WORK

The Contractor shall furnish all labor and materials required by the contract

documents to construct (6) Post tension concrete Pickle Balls Courts

The work shall be in accordance with United States Tennis Court and Track Builders Association specifications for Tennis Court Construction.

ARTICLE 3

Initials_____

Initials_____

TIME OF COMMENCEMENT AND COMPLETION

The Work shall be started as soon as time and materials are available and shall be completed expeditiously within 50 days subject only to delays caused by conditions beyond the control of contractor.

ARTICLE 4 THE CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, the total sum of \$ see above including applicable state and local taxes unless

Contractor is furnished with an exemption certificate. Payments are to be made in accordance with the following schedule: **Pay requests submitted at the end of the month for work in progress.**

ARTICLE 5 CONTRACTOR'S RESPONSIBILITIES

5.1 CONTRACTOR SUPERVISION. The Contractor shall supervise and direct the work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

5.2 CONTRACTOR PAYMENTS. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery necessary for the proper execution and completion of the Work.

5.3 LIMITED WARRANTY. The Contractor whose address is 4165 South 300 West Murray UT 84107 warrants that all materials and equipment furnished and incorporated by him in the Work shall be new unless otherwise specified and that all Work shall be of good quality, free from faults and defects, including peeling of surface. If any material defect occurs due to inferior workmanship or materials, it will be remedied without cost to Owner, if written notice thereof is given to Contractor within Twelve months after completion of the Work. The total liability of Contractor under this warranty is to remedy the defect. Contractor makes no warranties or representation other than those stated herein. This warranty gives Owner specific legal rights, and Owner may also have other rights, which vary from state-to-state.

5.4 COMPLIANCE WITH LAWS. The Contractor shall comply with federal state and local tax laws, social security acts, unemployment compensation acts and workman's compensation acts insofar as applicable to the performance of the Contract.

Initials_____

Initials_____

5.5 HOLD HARMLESS CLAUSE. Contractor agrees to indemnify and hold harmless the Owner against claims, damages, bodily injury or property damage caused by any negligent act or willful omission of the Contractor, his agents, and his employees during the period of construction, included all work related injury.

ARTICLE 6 OWNER'S RESPONSIBILITIES

6.1 FAILURE OF PAYMENT. The Owner agrees that (1) if he fails to make payments to the Contractor as herein provided for any cause not the fault of the Contractor, or (2) stops the Work for a twenty (20) day period, the Contractor may, upon five (5) days' written notice to the Owner, terminate the Contract and recover from the Owner payment for the Work executed and for any loss sustained from purchase of materials and supplies and including twenty (20%) profit and overhead.

6.2 FINAL PAYMENT. Final payment shall become due upon completion of Contractor's Work. The Work shall be considered complete when the line or nets are installed. Opening of an installation or use of the Work shall be considered acceptance by Owner. In the event final payment is not made when due, in, addition to all other lawful remedies, interest at the rate of one and one half percent (1-1/2%) per month, or the maximum legal rate if less, shall be added to the unpaid balance, plus reasonable attorney's fees and collection costs.

6.3 ASSIGNMENT OF WORK. The Owner shall not give instructions or orders directly to employees or agents of the Contractor, except by an authorized agent to an authorized representative of Contractor.

Owner's authorized agent is

Contractor's authorized

agent is Miles Minson.

6.4 EXTRA WORK. Request to Contractor to perform extra or additional work must be made in writing, signed by Owner's authorized agent and accepted by Contractor, the additional cost occasioned thereby shall be paid by Owner at the time of the next payment due Contractor.

6.5 OVERTIME. When overtime work is required and approved by owner, Contractor shall be paid the additional costs (including fringe benefits) of premium labor plus twenty percent (20%) for overhead. Such additional costs shall be paid at the time of the next payment due Contractor.

6.6 JOB CONDITIONS. Owner shall provide at no charge job site conditions to allow Contractor to execute his work efficiently and continuously. Owner's obligation shall include but not be limited to (1) making available within 100 feet of the work area

Initials_____

Initials_____

a plentiful source of potable water, toilets and access to needed utilities: (2) providing reasonable access to the Construction site for all Contractor's personnel and equipment, including power equipment and trucks: (3) providing a safe area for materials: (4) providing a completed building with adequate heat, light and ventilation for interior work; (5) insuring a stable sub-grade upon which construction can take place, and (6) payment on a time and material basis for removal of material which cannot be removed by Contractor's on-site excavation equipment.

6.7 OWNER'S LIABILITY INSURANCE. The Owner shall be responsible for purchasing and maintain his own liability insurance and, at his option, may maintain such insurance as will protect him against claims which may arise from operations under the Contract.

6.8 PERMITS, FEES AND CONDITIONS. The Owner shall give all notices and shall secure and pay for all permits, fees and licenses necessary for the execution of the Work. Owner is responsible for insuring the Work is within property lines and clear of setbacks and other restrictions. Contractor is not responsible for damage or disruptions to any underground utilities, structures, septic systems or the like, unless a site plan showing exact location of such items is provided to Contractor prior to commencement of any Work. Contractor is not responsible for damage to grass, trees, shrubbery, walkways and driveways.

6.9 WORK BY OTHERS. Contractor shall not be responsible for settlement of surface or other defects in construction caused by work of others not hired by contractor.

6.10 INTERRUPTION OF WORK. In the event Contractor is delayed in the progress of the Work by any cause beyond Contractor's reasonable control, including, but not limited to, acts of God, government action, labor difficulty, shortage of transportation facilities, armed conflict, riot civil disorder or embargo, the time for completion of the Work shall be extended by the amount of time Contractor is so delayed. In the event that Contractor is delayed at anytime in the progress of the Work through no fault of Contractor then any additional costs to Contractor occasioned thereby shall be paid by Owner.

6.11 ESCALATION. The prices quoted are based on current costs without allowance for possible increases in cost of labor, material or equipment. Should such increases occur, Contractor reserves the right to adjust its final price by the amount of change. Contractor shall document any changes in price. No overhead or other markup will be added to the increased price.

6.12 MEDIATION-ARBITRATION. All claims, disputes and other matters in question arising out of, or relation to the Work or any of the contract documents or the breach thereof shall be promptly decided first by mediation.

6.13 OWNERSHIP OF PERSONAL PROPERTY. All materials, supplies, fixtures and equipment located at the job site shall remain the property of Contractor until final payment has been made by Owner.

Initials_____

Initials_____

TENNIS AND TRACK COMPANY

Contractor

By:

Date:

Owner

By:

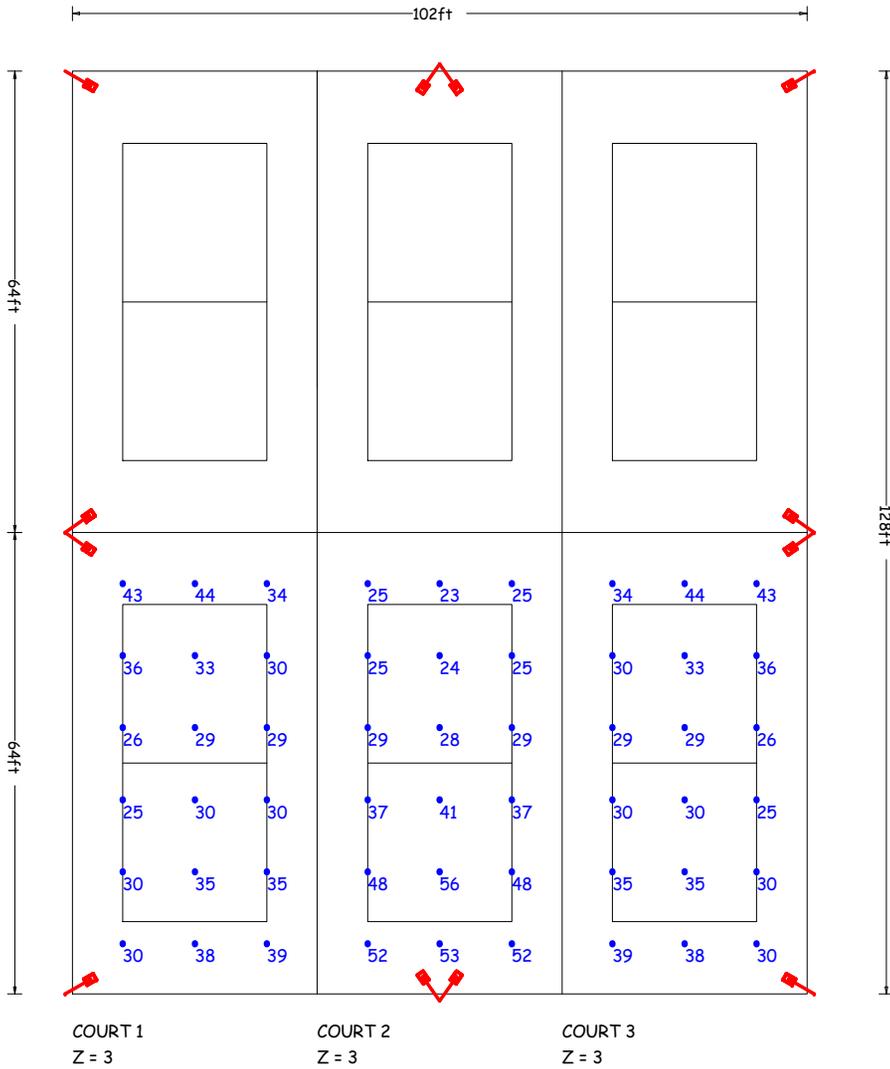
Date:

PLEASE INITIAL, SIGN AND RETURN BOTH COPIES FOR OUR SIGNATURE.

P.O. Box 651477 Salt Lake City, Utah 84165
(801) 269-9991 (800) 233-2970 fax 261- 4588
www.tennisandtrackco.com

Initials_____

Initials_____



Luminaire Schedule						
Project: TWIN FALLS PICKLEBALL						
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
	4	A	SINGLE	107800	0.750	CXLS-FT-1000-MH-F (COURTSIDER XL) @ 30' MT@. HT.
	4	C	TWIN 70	107800	0.750	CXLS-FT-1000-MH-F (COURTSIDER XL) @ 30' MT@. HT.

Calculation Summary						
Project: TWIN FALLS PICKLEBALL						
Label	CalcType	Units	Avg	Max	Min	Max/Min
COURT 1	Illuminance	Fc	33.11	44	25	1.76
COURT 2	Illuminance	Fc	36.50	56	23	2.43
COURT 3	Illuminance	Fc	33.11	44	25	1.76

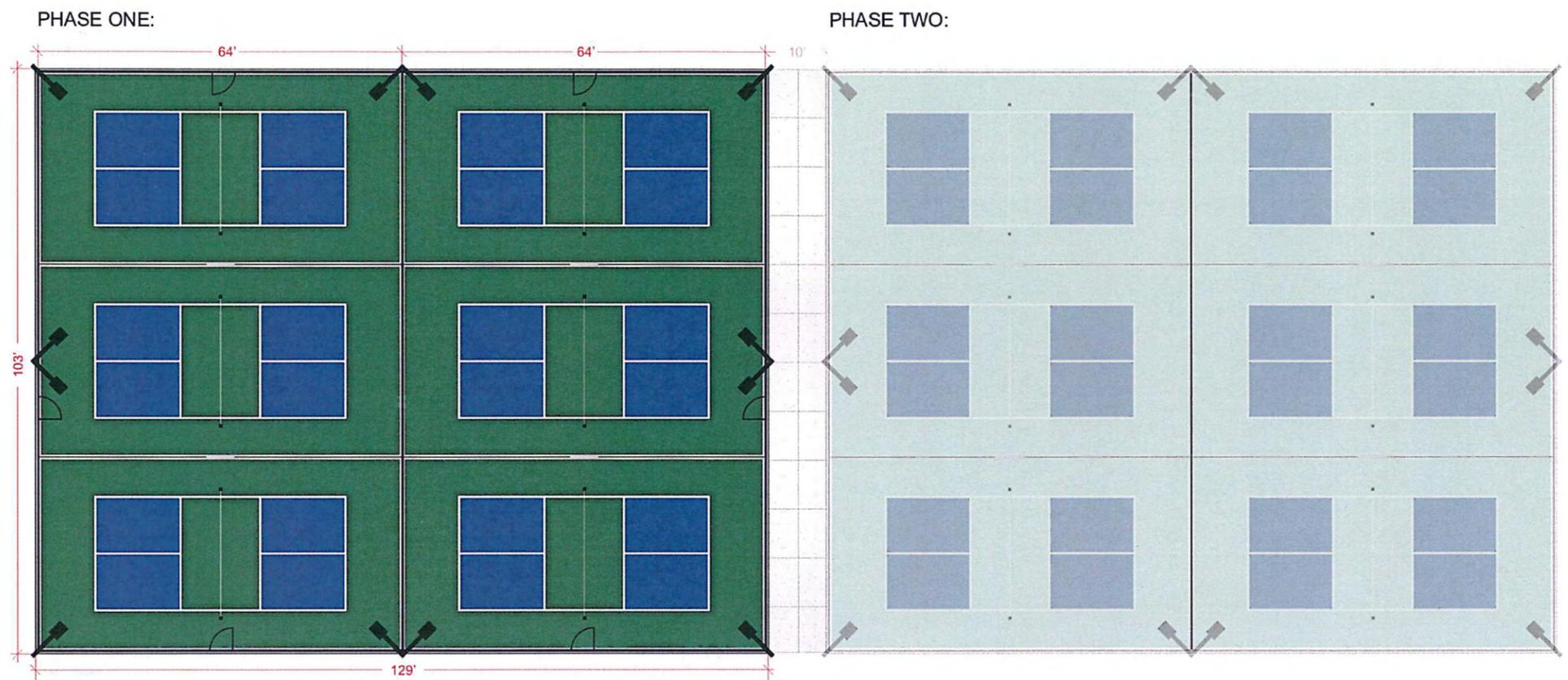
The light levels shown are maintained using a .75 light loss factor (LLF). Light loss factors are used to adjust the light output of a luminaire operating in a controlled laboratory environment to the output obtained under actual field conditions. The LLF used in these calculations includes both recoverable and non-recoverable factors. Recoverable factors include lamp lumen depreciation (LLD) and luminaire dirt depreciation (LDD). Non-recoverable factors include voltage factor, optical system variations, ballast factor, and initial lamp lumen output. The use of the light loss factor shown requires making certain assumptions about the lighting system, the specific application, and the maintenance of the system over time. Therefore, actual light levels measured in the field may vary from the calculated values, especially in regards to individual location measurements.

Based on the information provided, all dimensions and luminaire Locations shown represent recommended positions. The engineer and / or architect must determine applicability of the layout to existing or future field conditions.

LSI Industries
 10000 Alliance Road
 Cincinnati, OH 45242
 Voice Number : 1-800-436-7800 Ext. 3098
 Fax Number :
 Email Address : bruce.frasure@lsi-industries.com



Date: 7/12/2016
 Filename: TWINFALLS1.AGI



FENCE: All fence to be Black Vinyl Coated
 Perimeter fence = 6' tall
 Fence Dividing North Courts from South = 6' tall
 Fence between courts = 4' with 5' opening (instead of gates)

LIGHTING: Lighting has been designed by LSI lighting
 All Lighting will be supplied by LSI Lighting.



Job Name: Pickleball Courts - Phase #1
Location: Twin Falls, ID



Contact Name:
Contact Number:



August 29th, 2016 City Council Meeting

To: Honorable Mayor and City Council

From: Bill Carberry, Airport Manager

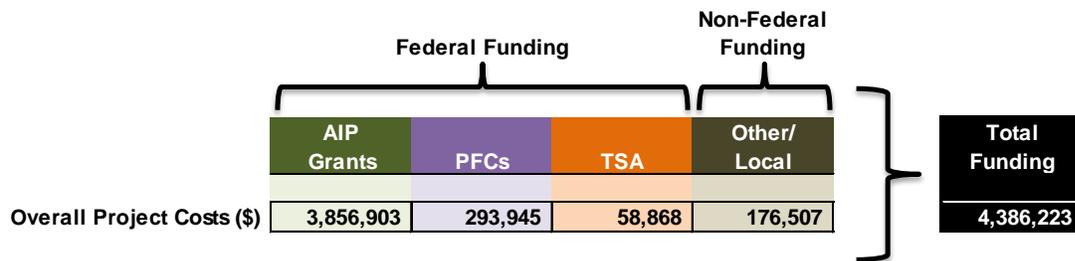
Request: Consideration of an FAA Grant Offer (AIP 38) for the Terminal Modification Project in the Amount of \$1,855,648.

Time Estimate: 5 minutes with additional time for questions.

Background: This grant offer is the last of 3 from the FAA to cover the costs of the Terminal Project. The Airport already received a grant in 2014 for the Architectural/Engineering services, and in 2015 to start the construction phase. This third, and last grant, will help complete the project.

Budget Impact:

This illustration summarizes the project’s funding sources and amounts **(96% of the project cost will be federally funded):**



Regulatory Impact: The grant offer will be subject to the standard assurances associated with FAA grant projects. The City Attorney has reviewed the grant offer.

Conclusion: Staff recommends the Council approve acceptance of the FAA AIP 38 Grant Offer in the amount of \$1,855,648 and authorize the Mayor to sign the grant offer.

Attachment: FAA Grant Offer AIP 38



U. S. Department
Of Transportation

**Federal Aviation
Administration**

Helena Airports District Office
2725 Skyway Drive, Suite 2
Helena, Montana 59602

Phone: (406) 449-5271
Fax: (406) 449-5274

August 22, 2016

The Honorable George Urie, Chairman
Twin Falls County Commission
PO Box 126
630 Addison Avenue West
Twin Falls, ID 83303

Grant Offer, AIP Project No. 3-16-0036-038-2016
Contract No. DOT-FA16NM-2057
DUNs No. 156164758
Joslin Field-Magic Valley Regional Airport
Twin Falls, ID

Dear Commissioner Urie:

We are enclosing three (3) copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-16-0036-038-2016, Joslin Field-Magic Valley Regional Airport, Twin Falls, Idaho. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- The sponsor's authorized representative must execute the grant, followed by your attorney's certification, no later than **September 6, 2016**, in order for the grant to be valid. The attorney's signature date must be on or after the sponsor's authorized representative's signature date.

If the sponsor's authorized representative is other than the legal signatory for the governing body, then the governing body must provide the Airports District Office with a letter on official letterhead signed by the legal signatory of the organization, or a resolution authorizing the individual to execute the grant.

- You may not make any modification to the text, terms, or conditions of the Grant Offer.
- We ask that you return one executed copy of the Grant Offer in the enclosed envelope. Please keep one (1) executed copy of the grant for your records.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 5 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Quarterly Performance Reports are due within 30 days from the end of every quarter.

A copy of a "**Single Audit Certification Form**" is also enclosed. Please complete and return a copy to this office with the executed Grant Agreement. Please make a copy for your files. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the final closeout report documentation as required by your Airports District Office.

Gary Gates is the assigned program manager for this grant and is available to assist you with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project. If you have any questions, please contact this office at (406) 449-5271.

Sincerely,



David S. Stelling, Manager
Helena Airports District Office

IDENTICAL LETTER SENT TO:

The Honorable Shawn Barigar, Mayor
City of Twin Falls
PO Box 1907
321 2nd Avenue East
Twin Falls, ID 83301

Enclosures (5)

cc: Via e-mail
Bill Carberry, Airport Manager
Marty Gergen, Riedesel Engineering
Bill Statham, Idaho Division of Aeronautics
Melissa Kaplan, Idaho Division of Aeronautics



Single Audit Certification Form

As a condition of receiving Federal assistance under the Airport Improvement Program, you must comply with audit requirements as established under 2 CFR §200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. For more information on the audit requirements please reference the following web site: <https://harvester.census.gov/facweb>.

In accordance with your Airport Improvement Program (AIP) grant agreement, you must provide a copy of your audit to your local Airports District Office (ADO), whether or not there are any significant findings. Please fill out the information below by checking the appropriate line(s), sign, date, and return this form to the FAA local ADO identified at the bottom of the form.

Airport Sponsor Information:

Sponsor Name

Fiscal Calendar Year Ending

Airport Name

Sponsor's Representative Name

Representative's Title

Telephone

Email

Please check the appropriate line(s):

- We are subject to the Single Audit requirements and are taking the following action:
 - The Single Audit for this fiscal/calendar year has been submitted to the FAA.
 - The Single Audit for this fiscal/calendar year is attached.
 - The Single Audit report will be submitted to the FAA as soon as this audit is available.
- We are exempt from the Single Audit requirements for the fiscal calendar noted above.

Sponsor Certification:

Signature

Date

Return to: FAA, Helena Airports District Office
2725 Skyway Drive, Suite 2
Helena, MT 59602



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>August 22, 2016</u>
Airport/Planning Area	<u>Joslin Field-Magic Valley Regional</u>
AIP Grant Number	<u>3-16-0036-038-2016 (DOT-FA16NM-2057)</u>
DUNS Number	<u>156164758</u>
TO:	<u>City of Twin Falls and County of Twin Falls, Idaho</u> (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **January 19, 2016**, for a grant of Federal funds for a project at or associated with the Joslin Field-Magic Valley Regional Airport, Twin Falls, Idaho, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Joslin Field-Magic Valley Regional Airport (herein called the "Project") consisting of the following:

Expand Terminal Building (phase III – construction)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 93.75 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$1,855,648.00**.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$1,855,648.00 for airport development or noise program implementation

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
5. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
7. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 6, 2016**, or such subsequent date as may be prescribed in writing by the FAA.
8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share

require advance approval by the Secretary.

9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

10. **System for Award Management (SAM) Registration And Universal Identifier.**

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

11. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

12. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial

reporting requirements and payment requirements, including submittal of timely and accurate reports.

- 15. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 16. Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent for land project.
- 17. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
- 18. Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.
- 19. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

20. Trafficking in Persons.

- C. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:
1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- D. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR part 1200.

- 21. Exhibit “A” Property Map.** The Exhibit “A” Property Map dated **August 2012**, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
- 22. Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
- 23. Building AIP Proration.** For purposes of computing the United States’ share of the allowable project costs of the project, the allowable cost of the Expand Terminal Building (phase III – construction) included in the project must not exceed **94.02 percent** of the actual cost of the entire building.
- 24. Financial Reporting Requirements.** The Sponsor agrees to submit a Federal Financial Report (FAA Form SF-425) for all open grants to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.

The Sponsor further agrees to submit an **Outlay Report and Request for Reimbursement** (FAA Form SF-271 for construction projects) or **Request for Advance or Reimbursement** (FAA Form SF-270 for non-construction projects) to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.

- 25. Final Payment.** The Sponsor understands and agrees that in accordance with 49 USC 47111, no payments totaling more than 90 percent of United States Government’s share of the project’s estimated allowable cost may be made before the project is determined to be satisfactorily completed.

If the project is determined to be satisfactorily complete and proper documentation is submitted by the Sponsor to the Airports District Office (ADO), then the ADO may approve payments up to 97.5 percent of

United States Government's share of the project's estimated allowable cost. "Satisfactorily complete" means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.

26. Sponsor Performance Report.

- A. **For non-construction projects** – the Sponsor understands and agrees that in accordance with 2 CFR §200.328 the Sponsor shall submit a Quarterly Performance Report to the Airports District Office (ADO) within 30 calendar days from the end of the quarter, beginning in the quarter in which the project begins, and for each following quarter until the project is substantially complete. If a major project or schedule change occurs between Quarterly Performance Reports, the sponsor must submit an out of cycle performance report to the ADO. The performance report for non-construction projects shall include the following as a minimum:
1. A comparison of proposed objectives to actual accomplishments.
 2. Reasons for any slippage or lack of accomplishment in a given area.
 3. Impacts on other AIP-funded projects.
 4. Impacts to projects funded by PFC, other FAA programs, or the sponsor.
 5. Identification and explanation of any anticipated cost overruns.
- B. **For construction projects** – FAA Form 5370-1 Construction Progress and Inspection Report satisfies the performance reporting requirement. The sponsor must submit FAA Form 5370-1 to the ADO on a **weekly basis** during construction and at least quarterly when the project is in winter shutdown, until the project is substantially complete. Form 5370-1 requires the following information:
1. Estimated percent completion to date of construction phases.
 2. Work completed or in progress during the period.
 3. Brief Weather Summary during the period including approximate rainfall and period of below freezing temperature.
 4. Contract time: Number of days charged to date and last working day charged.
 5. Summary of laboratory and field testing during the period.
 6. Work anticipated by the contractor for the next period.
 7. Problem areas and other comments.

27. Grant Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA approval of this grant is based on FAA acceptance of the Sponsor's certification to carry out the project in accordance with FAA policies, standards, and specifications. The Sponsor Certifications received from the Sponsor for the work included in this grant are hereby incorporated into this grant agreement. The Sponsor understands that:

- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
- C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

David S. Stelling

(Typed Name)

Manager, Helena Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

City of Twin Falls, Idaho

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Idaho. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By:

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.²

Executed this _____ day of _____, _____.

County of Twin Falls, Idaho

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Idaho. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By:

(Signature of Sponsor's Attorney)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



Date: Monday, August 29, 2016
To: Honorable Mayor and City Council
From: Erin Steel, Engineer I

Request:

Consideration of a request to award the contract for the City of Twin Falls 2016 Mill and Inlay Project to Staker Parsons Co. dba Idaho Materials and Construction of Jerome, Idaho in the amount of \$103,076.10.

Time Estimate:

The staff presentation will take approximately 5 minutes.

Background:

The streets in the City of Twin Falls are the life blood of the community. Maintaining streets that have degraded over time is a small piece of the overall picture in street maintenance. The 2016 Mill and Inlay project will mill and Inlay 3,500 lane feet of roadway with new plantmix pavement (asphalt). The project locations are Fillmore Avenue North between Cheney and Pole Line Road, Washington Street North at Cheney, and the entrance to Walmart gas station.

The project was publically bid, and bids were opened on August 18, 2016. Three bids were received with the lowest bid from Idaho Construction and Materials in the amount of \$103,076.10. The bid package was checked for completeness and no irregularities were found.

Approval Process:

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

Budget Impact:

The bid amount for this project is \$103,076.10. The project expense will come from the approved Streets Overlay budget 102-31-10-470-69.

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 Idaho Materials and Construction in the amount of \$103,076.10.

Attachments:

1. Vicinity Map
2. Bid Tabulation



Mill and Inlay Locations



Vicinity Map

UNIT PRICE BID TABULATION

City of Twin Falls 2016 Mill and Inlay Project
Twin Falls, Idaho

Opened at: 103 Main Ave. East, Twin Falls, ID
On this Date: August 18, 2016
At this Time: 2:00 pm (local time)

SPEC. PAY REF.	BID ITEM DESCRIPTION	UNIT	ESTD QNTY	Engineer's Estimate		Kloepfer Inc.		Valley Paving		Idaho Materials & Construction	
				BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
DIVISION 200 - EARTHWORK											
202.4.1.C.1	EXCAVATION 3" MILLING	SY	5383	\$4.00	\$21,532.00	\$3.89	\$20,939.87	\$2.36	\$12,703.88	\$1.70	\$9,151.10
DIVISION 800 - AGGREGATES AND ASPHALT											
810.4.1.A.1	PLANT MIX PAVEMENT	TON	940	\$110.00	\$103,400.00	\$99.45	\$93,483.00	\$92.00	\$86,480.00	\$81.25	\$76,375.00
DIVISION 1100 - TRAFFIC SIGNALS AND STREET LIGHTING											
1103.41.A.1	CONSTRUCTION TRAFFIC CONTROL	LS	1	\$9,827.58	\$9,827.58	\$13,540.00	\$13,540.00	\$11,425.00	\$11,425.00	\$6,700.00	\$6,700.00
DIVISION 2000 - MISCELLANEOUS											
2010.4.1.A.	MOBILIZATION	LS	1	\$9,827.58	\$9,827.58	\$11,281.13	\$11,281.13	\$17,950.00	\$17,950.00	\$10,850.00	\$10,850.00
TOTAL OF ALL BID PRICES				\$144,587.16		\$139,244.00		\$128,558.88		\$103,076.10	
Low-Bid Ranking						3		2		1	
Percentage of Low Bid				140%		135%		125%		100%	

Idano Materials & Construction had a math error causing the bid price for milling to be \$0.60 lower than written bid proposal. This does not affect the outcome of their bid.



DATE August 29, 2016 City Council Meeting

To: Honorable Mayor and City Council

From: Jon Caton, P.E., Public Works Director

Request:

A request to use Street Reserves to fund an unanticipated and unbudgeted street mill and inlay project.

Time Estimate:

The presentation will take approximately 5 minutes plus time for Council Q & A.

Background:

On Wednesday, August 24th Dean and I got called out to N. College and Grandview by a contractor to observe a construction issue. Idaho Materials Construction (IMC) is currently constructing Broadmoor subdivision on the southeast corner of N. College and Grandview. The developer is required to reconstruct their half of Grandview. IMC is cutting in the road, curb and gutter along Grandview. The problem is that the county road they are trying to connect to is in no condition to do so. The existing roadway surface looks pretty good but the edge is ripping and falling away as they make their cut. There won't be anything structurally sound to tie into. It will be very difficult to construct, and Public Works would be left with a maintenance mess. We need to mill and replace the 8-10 feet of old county roadway for about 600 feet. This is an unforeseen expenditure, and I believe it is reasonable that the contractor could not have anticipated the situation beforehand, as the surface looks pretty good. I estimate the project cost to be around \$15-\$18K dollars.

The work on Grandview is a high priority because it is an arterial and it is in close proximity to Xavier Charter School. However, unless we can find another funding source, the consequence for this unanticipated expenditure will be that Streets will have to forgo the mill and inlay that is scheduled on Oak St. as a part of this year's zone maintenance. We are requesting the use of reserve funds so we can complete our entire zone maintenance plan and take care of Grandview.

Approval Process:

A majority vote of the Council is needed to approve the request.

Budget Impact:

This is an unbudgeted expenditure, estimated at \$15,000-\$18,000. If approved, a budget amendment will be prepared to spend the money from Street fund reserves.

Regulatory Impact:

Approval of the request will allow us to address the unanticipated project while still completing the planned mill and inlay project on Oak Street.

Conclusion:

Staff recommends that the Council approve the use of Street Reserves in order to complete this year's zone 4 maintenance and fund the unanticipated repair for Grandview.

Attachments:

None



Date: Monday, August 29, 2016, City Council Meeting

To: Honorable Mayor and City Council

From: Jacqueline Fields, City Engineer

Request:

Consideration of a request by the City Engineer to support the use of the 2015 Idaho Standards for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the 2015 Idaho Standards for Public Works Construction (Revisions) as the City's standard specifications.

Time Estimate:

The staff presentation will take approximately 30 minutes.

Background:

The City Engineer is responsible for establishing the policy, the standards and the specifications for public works construction to insure uniform development of the community's infrastructure. Over time, the City has developed contract documents, as well as general and technical specifications, as standards for use in public works construction by the City and also by others, typically land developers. This "City Spec." has been in place for many decades and has been revised as needed in that time frame. In the early 1980's a group of public works and engineering officials decided there was a need for statewide construction standards and first developed the ISPWC in 1985. Intuitively, a common specification is easier to conform to rather than learning the specifications and contract formats from multiple jurisdictions. In addition, some contractors and developers have requested that City consider more common specifications, such as ISPWC or ITD paving specifications.

The "City Spec." has not been updated in several years and some sections are antiquated. When considering whether or not (actually how) to update the "City Spec.", the City Engineer decided to migrate to the ISPWC. This is an involved process because the specification is organized in an entirely different manner and does not include some significant attributes of the current "City Spec." In addition, the Engineering team felt that it was important to question and debate the need to carry forward some of the traditional "ways". The team also recognized the possibility of incorporating contradictory information and carefully reviewed the specifications and plans.

The advantage of moving towards the ISPWC is that it is used statewide and is reviewed by a team regularly to update specification so that they reflect current materials and practices. Sadly, in the midst of developing the Revisions for the 2012 ISPWC, the 2015 ISPWC was published. The positive component of this development was that many of the City Revisions were no longer necessary. Apparently, folks on the statewide team was already trying to address the concerns. I believe there will be time savings for staff in the future because the ISPWC team has the lead on the task.

After reviewing the ISPWC, it became clear that the ISPWC doesn't provide all the specifications necessary to establish the uniform construction of the City's public works. It also doesn't address the construction observation and testing needed to provide affirmation that the work meets the specifications. Staff endeavored to address some of this need by developing the Revisions.

Engineering staff and paving contractors have been in conversation for several years about roadway materials and quality standards for the work. In addition, the City has gathered data regarding the pavement condition (known as "PCIs"). Developers and Engineers have also discussed the depth of the pavement section in an effort to balance this cost with the need. The City engaged American Geotechnics to study the request and provide recommendations regarding roadway materials. American Geotechnics provided a report entitled "Pavement Investigation: Proposed Standard Residential and Collector Sections and Materials Twin Falls, ID" (File No. 13-B-G2475). The City Engineer made a presentation to the City Council on this report in late October of 2015.

The Engineering team met with contractors, paving contractors, utilities, developers, builders and our Public Works team over the last couple of years to gather information, discuss the staff proposals for change, to provide and gather information, address questions, incorporate better information (received because we actively were seeking input) and also incorporate proposed changes from the community. There were several specification development meetings with interested parties. Once staff felt that there was a sufficient document to review and that we could address the questions and comments that were coming up through this collaborative process, we would meet again. We continued to meet until the other team members (non-Engineering staff) no longer had questions and they appeared to generally understand the direction, the philosophy and content of the specifications. Sadly, in the midst of developing the Revisions for the 2012 ISPWC, the 2015 ISPWC was published. The positive component of this development was that many of the City Revisions were no longer necessary. Apparently, folks on the statewide team were already trying to address the concerns.

At that point, the ISPWC and Revisions were formally submitted for public comment. Emails were sent to a wide variety of interested parties and a notice was placed on the website. A public information meeting was held in the City Council Chambers. The forum was not a hearing because we felt that it was important to have a free-flowing dialogue. During the finalization of the documents, staff spent some time learning more about the paving specifications. (Remember, this resulted in the recommendation to defer purchase of the gyratory compactor indefinitely.) We also spent time addressing "late in the process" but important considerations with regard to trench backfill and some obsolete components of some of the water drawings.

The ISPWC and Revisions are a good set of standard plans and specifications for the City's public works construction. The ISPWC will be reviewed by a statewide team on a regular basis. The City Engineer and team will review these modifications and then review the Revisions on a corresponding schedule, at a minimum, in an effort to keep a viable and current specification and plans available for use. The significant changes are listed in the attachment. These changes are intended to improve consistency, provide clarity, incorporate current federal policy/law (ADA compliance), and produce work with lower maintenance costs.

Approval Process:

The City Engineer is seeking support from the City Council for implementation of the ISPWC and Revisions. These specifications and standard drawings include modifications to the roadway typical sections that would then be incorporated into the Transportation Master Plan, which is approved by the City Council.

Budget Impact:

There are minor impacts to the operating budget caused by confirmation testing required for some Superpave pavement designs, estimated at \$3000/year.

Conclusion:

Staff recommends that the City Council support the City Engineer's implementation of ISPWC and Revisions for use in the construction of public works construction.

Attachments:

ISPWC Summary

Agenda Item dated October 26, 2015

Powerpoint presentation on standard sections

Layout and Format

The layout of the specifications of the Idaho Standard for Public Works Construction (ISPWC) is substantially different than the Twin Falls specifications.

The Twin Falls specifications quantify and specify items as a whole, such as sidewalk or pipe installation. The pay items would include all the components that were required to complete a larger task. For example, pipe installation in the Twin Falls specification included excavation, pipe bedding, pipe installation, and backfill as a single "sidewalk" pay item. ISPWC would have each one of those components specified as a separate pay item. This different arrangement required extra care when reviewing and comparing the two specifications.

Twin Falls Revisions to ISPWC

From the beginning, it was anticipated that the City would create a subset of specifications that were tailored specifically to Twin Falls. While ISPWC specifications are widely accepted and prevalent throughout the state, small nuances and distinct preferences from the various departments would need to be clarified as City Revisions to the standard ISPWC.

Staff took a multi-faceted approach to develop these revisions. First, Staff thoroughly reviewed the Twin Falls specification and compared it to ISPWC to ensure all the minor but important details were contained in ISPWC. If those items weren't already in the document, they were added as part of the City Revisions. When there were discrepancies with what ISPWC specified and what Staff wanted, a modification to the specification was made through the City Revisions.

Staff also reviewed ISPWC to ensure everything that was in the document was wanted. If items in the ISPWC were not wanted, they were omitted or modified as part of the revisions.

Finally, Staff reviewed several revisions to ISPWC from other jurisdictions. Each individual item was reviewed and debated as to whether it should or should not be included in the City revisions. Customary methods and the "traditional way of doing things" were questioned to ensure that what we have done in the past wasn't assumed to be the most appropriate way we should continue to do things moving forward.

Geotechnical and Materials Report

Staff recognized early in the process that one of the biggest factors in switching to ISPWC was to look at the materials from the Twin Falls specification and compare them with the materials specified by ISPWC. Contractors have repeatedly mentioned that the City specified ¾" aggregate with 80% having 3-fractured faces is expensive and difficult to manufacture. However, there was a concern that going to ISPWC's 60-75%

2-fractured faces requirement would reduce the strength of the ballast section and ultimately reduce the life of roads in Twin Falls.

The City hired American Geotechnics to review the situation and give their expertise. They produced a report recommending typical sections for residential and collector streets and suitable materials to build them. They also gave material substitution ratios and recommendations for Recycled Asphalt Pavement. The typical sections they recommended would substantially deepen the ballast section from 10 inches to (17.0 - 18.5 inches) for residential streets and from 14 inches to (18.5 - 26.0 inches) for collectors, but allowed for standard ISPWC materials to be used. The range in the proposed thicknesses is attributed to major versus minor collectors and to a statistical level of confidence that the road will last the entire design life based on the strength of the subgrade soil beneath the section.

Local Developers, Engineers, and Builders

Staff provided a draft copy of the City Revisions and invited local developers, engineers, and builders on several occasions to comment on the process. Concerns and compliments alike were examined and together, Staff and those affected by the Revisions, came to consensus along the way. Probably the most notable compromise in the City Revisions came from the thickness of the residential roadway typical section as seen in TFSD-801. The section proposed by the Geotechnical Materials Report was either 17.0 or 18.5 inches deep based upon the 75% and 87.5% statistical levels of confidence. The compromised section depth as seen in TFSD-801 for residential streets is now only 10.5 inches. The reduction from either 17.0 or 18.5 inches to 10.5 inches is a significant cost savings for developers but still provides a 2.5 inch plantmix pavement wearing surface rather than the current 2.0 inch wearing surface thickness.

Magic Valley Utility Coordinating Council (UCC)

Staff met with the local Utility Coordinating Council to discuss the proposed draft revisions to ISPWC. Similarly to the meeting with developers, engineers, and builders, items dealing with utility companies and associated ramifications of the City Revisions were discussed. Staff again tried to understand utility company costs and schedules while not conceding the benefit gained from the proposed specifications. Compromises were made to attempt to accommodate all parties. The most notable revision is to allow for both flowable or compactable fill for utility trenches as seen on TFSD-306. This allowance is intended to produce a long lasting final roadway surface over a utility trench while allowing utility companies to make the repair quickly. This will reduce their costs and get motorists back on the road sooner.

Local US Postal Service Postmaster

Staff felt it was important to meet with the US Postal Service (USPS) to ensure both our needs and their needs were met when it comes to mail box placement and construction. We met several times and Staff incorporated the USPS cluster box unit detail standard drawings as part of our standard drawings.

Public Works Departments (Streets, WWC, Water)

We met with affected Public Works Departments individually while working on the division in ISPWC corresponding to their work. We invited them to have a full time presence and would extend specific invitations from time to time when appropriate. The desires of those departments along with current operating procedures and practices were incorporated into the City Revisions as much as possible.

Fire Department

We met with the Fire Marshall on several occasions and discussed the interaction of water lines and dedicated fire lines and the correlation between the two. We also worked through fire access concerns for both temporary and permanent conditions.

Plantmix Pavement Acceptance Procedure

Staff has struggled in recent years on paving projects to determine a fair and consistent approach on how to deal with new plantmix pavement that doesn't fully meet the requirements of the specifications. The different issues that arise and the extent of the issues differ on each project and so it is difficult to have a standardized method of dealing with this.

As a result, Staff reached out to Ada County Highway District, the City of Idaho Falls, the City of Pocatello, the Idaho Transportation Department, and Civil Science (who works on the construction management of many Local Highway Technical Assistant Council projects) to see what other communities are doing. The suggestions and ideas Staff received from this collaboration influenced the outcome of City's chosen acceptance procedure.

The new incentive/disincentive procedure uses a statistically based quality analysis which normally pays between 75% and 105% of the contractual unit price based upon the testing results of the pavement. The statistical quality of the pavement directly corresponds to the number of tests, the mean, and the standard deviation of the test results. Test result averages that are within the specification limits produce a higher pay factor than those outside the limits. Also, results that are closer to one another fare better than those that fluctuate widely. More tests results give a better representation and the weight of each individual test is reduced. Should pavement be

so poor it is determined unsatisfactory, then the Contractor will be required to remove it and replace it at the Contractor's expense.

Other Major Revisions Not Specifically Mentioned Above

Earthwork

Testing frequency requirements clarified.

Dewatering requirements specified.

Trenching

Incorporated T-trench details.

Allowed for additional pipe bedding options.

Explained temporary versus permanent surface repairs.

Water

Specified minimum water pipe sizes for streets types.

Accurately depicted water service connections.

Added current procedures for manhole and valve box finishing.

Added water meter vaults.

Sewer

Minimum sewer line size specified.

Added current procedures for manhole and valve box finishing.

Concrete

Accepted new rolled curb and gutter geometry.

Added multiple valley gutter widths.

Added rebar in curb turn fillets (also known as spandrels or aprons).

Modified driveway approaches onto collector streets.

Aggregates and Asphalt

Testing frequency clarified.

Accepted Superpave paving.

Accepted up to 17% recycled asphalt pavement (RAP).

Revised typical sections.

Miscellaneous

Public notification procedures included.

Tax submittals included.

Requirements of City Ordinances were correlated by ordinance number into the City Revisions.

Met with Legal Department

Lastly, we kept Fritz apprised at several junctures along the way and we provided him with the City Revisions at the end of the process for his final review.



Date: Monday, October 26, 2015
To: Honorable Mayor and City Council
From: Jacqueline D Fields, City Engineer

Presentation:

Presentation of information regarding the City's Specifications for construction and regarding policy on streets.

Time Estimate:

The staff presentation will take approximately 40 minutes with time throughout and following for questions.

Background:

The Engineering Department uses the City standard specifications (spec) and standard drawings in both its public works construction and subdivision/large commercial developments. This provides for uniform development of new and replacement infrastructure. The spec and drawings are out of date and in dire need of modification. Examples of this include use of C900 water pipe, ADA standards for sidewalks and curb cuts, and the plant mix pavement and aggregate for base (the part of the road underneath the "blacktop").

In addition, there have been requests to consider changes to the standards. It is an important element of stewardship to determine whether or not the change is significant, as well as how to mitigate an unacceptably diminished product when compared to the existing standard. When considering these requests for change, it is always good to have a clear understanding of what the request means, specifically considering unintended consequences. As a result, Engineering entered into an agreement with American Geotechnics to evaluate and provide recommendations on several of the commonly recurring requests and questions associated with roadway materials. This presentation will present the information contained in the report.

There have been requests to use alternate specifications, including the Idaho Specifications for Public Works Construction (ISPWC) and the ITD specifications for roadway. In fact, staff has utilized these alternate specifications on some of the larger infrastructure projects including Washington St. N., the arsenic projects and the North East Sewer projects.

When considering spec and standard drawings changes, staff entered into robust debate on whether to attempt significant revision to the City specs and drawings or to divert to the ISPWC specs and drawings. The conclusion was that, while there was significant effort involved with a transition to ISPWC, the effort was worthwhile because the specification is more commonly used by contractors who do public works throughout the state. There is a larger body of individuals and experience contributing to improvement (revision) of the ISPWC. However, these specifications require a certain amount of local policy which has been embodied in the City of Twin Falls Revisions to the 2015 ISPWC (Revisions). The local policy component allows different agencies to retain uniformity within their jurisdictions. Sadly, as we neared the involvement portion of the project, the ISPWC was substantially revised into the 2015 document and some review (and modifications) were necessary. This delay has put a little pressure on the implementation schedule.

We have begun an involvement process to discuss the proposed migration to the ISPWC and the Revisions with developers, contractors and local Engineers. There has been a substantial amount of involvement with

some of the local paving companies. This has been driven primarily by the imminent need to understand what roadway materials should be produced for next year, as well as the standards by which these products will be evaluated. We believe we are nearly complete with paving materials and will attempt to resume the broader conversation about the ISPWC and the proposed standard drawings for residential and collector roadways with the development community and the general contractors.

Approval Process:

No approval is requested at this time.

The City Engineer is responsible for modifying the specifications and drawings, and for developing policy for the uniform development of infrastructure in the community. In the next few months, after more public involvement, it is likely that I will request that the City Council consider accepting modified standard typical section(s). This is important because it has a direct relationship to how much aggregate is produced. Acceptance or rejection of standard drawings will be appropriately incorporated into the upcoming revision of the Transportation Master Plan. The Transportation Master Plan is subsequently included in the Comprehensive Master Plan, both of which are approved by the City Council.

Budget Impact:

There is no budget impact at this time.

Conclusion:

This presentation is to provide information to the City Council and to provide an opportunity to ask questions.

Attachments:

None

City of Twin Falls Collector and Residential Streets

OCTOBER 26, 2015

A solid green horizontal bar at the bottom of the slide.

Considering Alternatives & Answering Questions

Why are those roads still there?

Make roads narrower and/or thinner

How much longer will they last?

Allow different aggregates for base

Allow RAP in plantmix (blacktop pavement)

SCOPE

Performance of Existing Pavements

Evaluation of Aggregates

Standard Pavement Sections & Engineering Practice

What is a typical section?

Base & Subbase (also known as ballast)

+ surface course
(plantmix/blacktop or concrete)

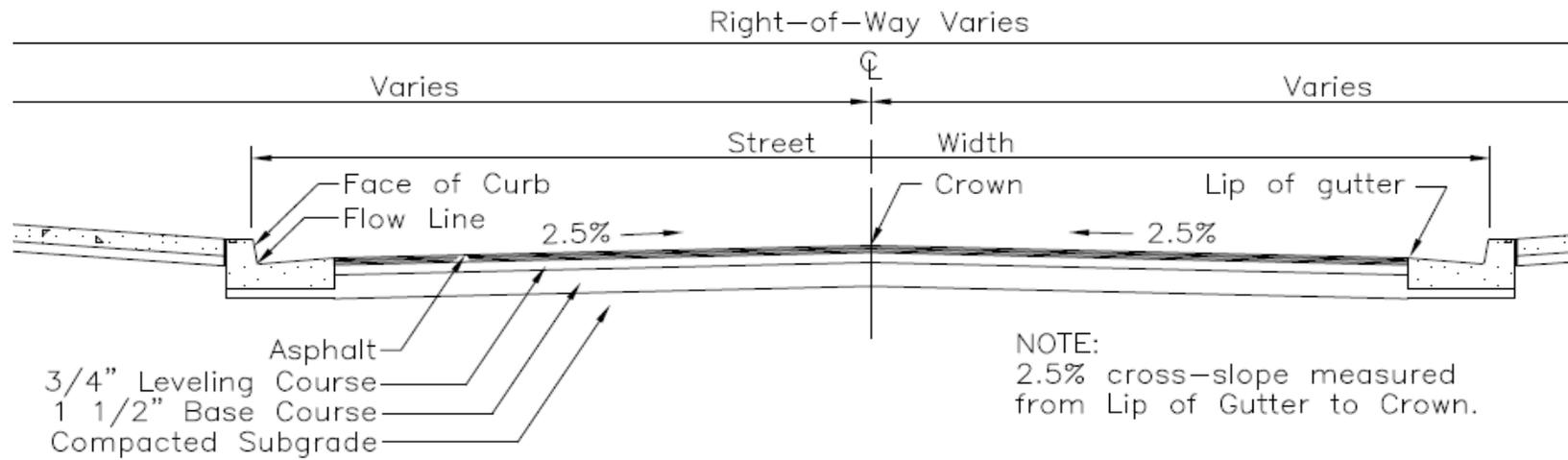
What is design life?

Ordinary standard of care:

20 initial design life

Extension of pavement life with maintenance
(sealcoats and overlays) – adds 16 years of life

36 years



NOTE:
2.5% cross-slope measured
from Lip of Gutter to Crown.

TYPICAL BALANCED STREET SECTION
N.T.S.

STREET SECTION NOTES

1. Street widths to be in accordance with the City of Twin Falls Master Street Plan or as modified by the City Engineer.
2. Standard 36' Residential Street Section shall include:
 - 2" Asphalt mat-1/2" or 3/4" Plant Mix
 - 2"-3/4" Leveling course
 - 6"-1 1/2" Base course
3. Standard 48' Collector Street Section shall include:
 - 3" Asphalt mat-3/4" Plant Mix Only
 - 2"-3/4" Leveling course
 - 9"-1 1/2" Base course
 All other Street Sections to be determined by the City Engineer.
4. 3/4" Leveling course may be substituted for 1 1/2" Base course in standard 36' Residential street sections, alleys & public parking lots only.
5. 1 1/2" Base course may be substituted for 3/4" leveling course for all S-4 sections.



How were our standard sections developed?

?

- Not clear
- (now what?) Let's actually design it

R VALUES

- using R values is standard
- R values tells us about the earth's strength (subgrade)
- NCRS says we have fairly uniform soil (silt, silty clay, and clay)
- We have test data

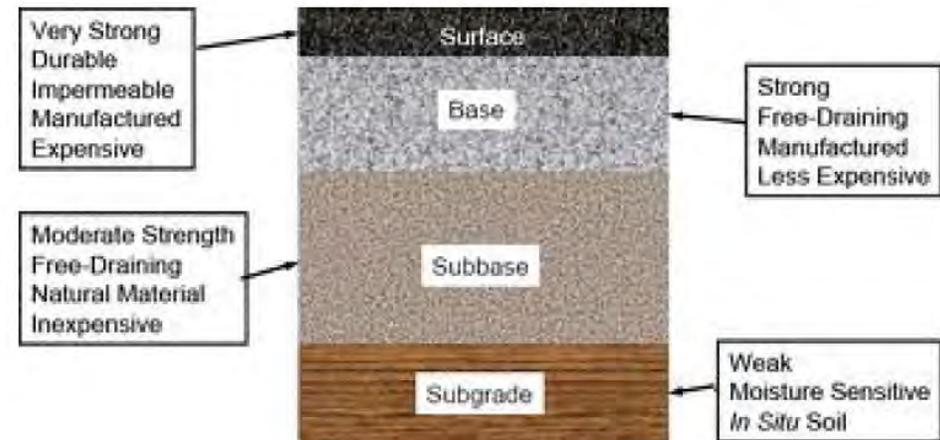


Figure 4: Typical pavement section.

Selection of Presumptive R-Value

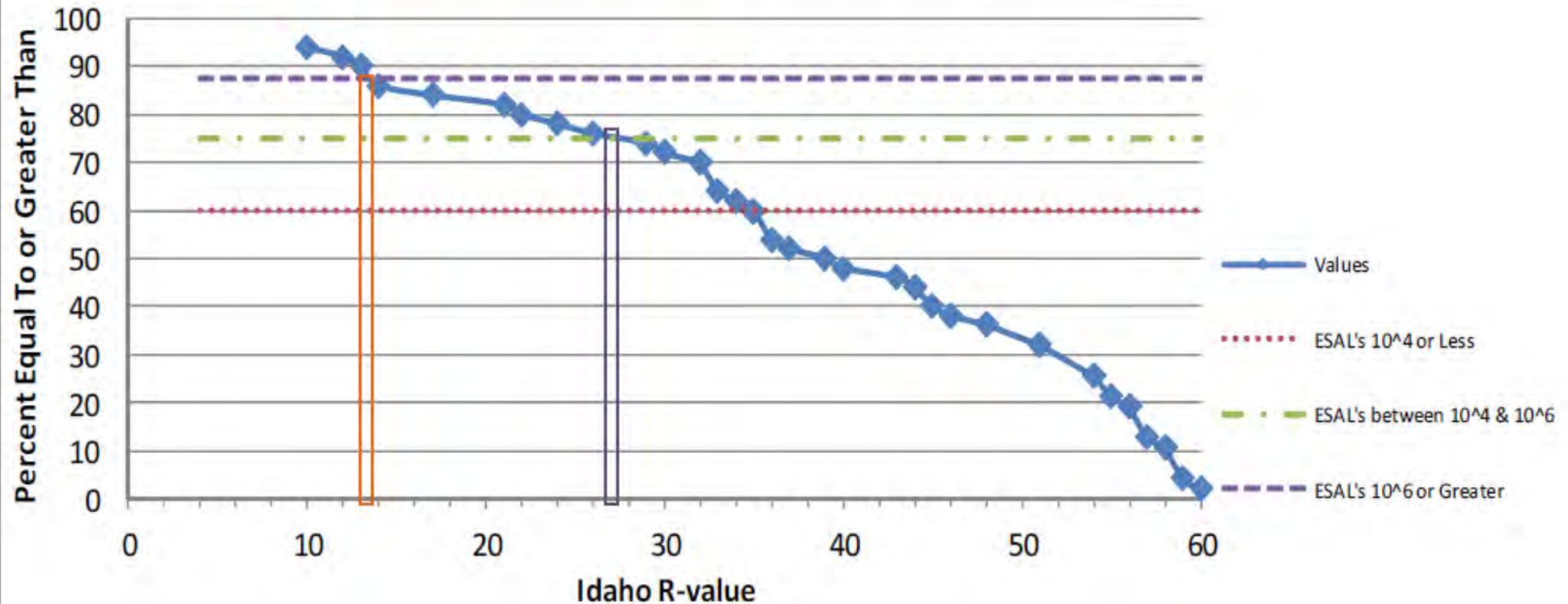


Figure 1: Distribution of R-value test results for the City of Twin Falls

The Ballast needs to be deep enough to counteract the expansion pressure of the earth (soils) that swells when water get in under the pavement.

HOW DEEP?

Minimum 12 – 17 inches

but there is more...

What should be classified residential or collector?

The following table is a general correlation between street classifications and traffic load levels that seems appropriate for the Twin Falls traffic and roadway historical data.

TABLE 4		
Street Classification and Load Levels		
Class	TI*	ESALs*
Residential Streets	<6	33,000 or less
Minor Collectors	6 to <7	33,001 to 121,000
Major Collectors	7 to ≤8	121,001 to 372,000
Arterial Streets and Section Line Roads	**	**
*20 years of traffic **Perform a traffic study.		

What does that mean?

Site #	Roadway Section	Pavement Layer Thicknesses* (Feet)				Back-Calculated 20-Year TI**	Back-Calculated 20-Year ESALS**
		HMA	Leveling Course	Base	Total Ballast		
1	4th Ave E	0.28	0.62	0	0.9	6.5	66,041
3	6th Ave N	0.3	0.3	0.3	0.9	6.6	75,617
5	Caswell	0.17	0.17	0.5	0.84	5.7	22,230
8	Federation	0.25	0.17	0.75	1.17	7.8	309,433
9	Heyburn	0.5	0.2	0	0.7	6.6	78,382
10	Heyburn	0.25	0.6	0	0.85	5.9	27,750
11	Julie Ln	0.17	0.17	0.5	0.84	5.7	21,990
12	Madrona	0.25	0.17	0.75	1.17	8.1	411,365
13	Main	0.25	0.25	0.6	1.1	7.2	157,541

Site #	Roadway Section	Pavement Layer Thicknesses* (Feet)				Back-Calculated 20-Year TI**	Back-Calculated 20-Year ESALS**
		HMA	Leveling Course	Base	Total Ballast		
17	Mountain View	0.17	0.17	0.5	0.84	5.7	22,085
18	Mountain View	0.17	0.17	0.5	0.84	5.7	22,910
20	Pheasant	0.36	0.64	0	1	7.0	126,603
21	Shoup	0.4	0.5	0	0.9	7.1	131,331
22	Sparks	0.3	0.2	0.6	1.1	7.8	295,638
23	Stadium	0.25	0.17	0.75	1.17	7.8	310,412
24	Stadium	0.25	0.17	0.75	1.17	7.8	310,412
25	Wendell	0.4	0.5	0	0.9	6.7	79,728
27	Locust	0.25	0.17	0.75	1.17	7.9	320,014

*Based on historical record drawings and drilling.
**Using the ITD gravel equivalency method.

For this report, roadways having TI of 6 or less are assumed to be residential streets. Roadway having a TI between 6 and 7 is considered to be a residential collector.

Environmental

Groundwater – generally a non-issue

Frost susceptibility – very high (observed on most of study roads & up to 2 in on some)

FROST DEPTH ~ 24 in.

AmerGeo: 12 – 17 in ballast to address (50 – 70%) frost depth

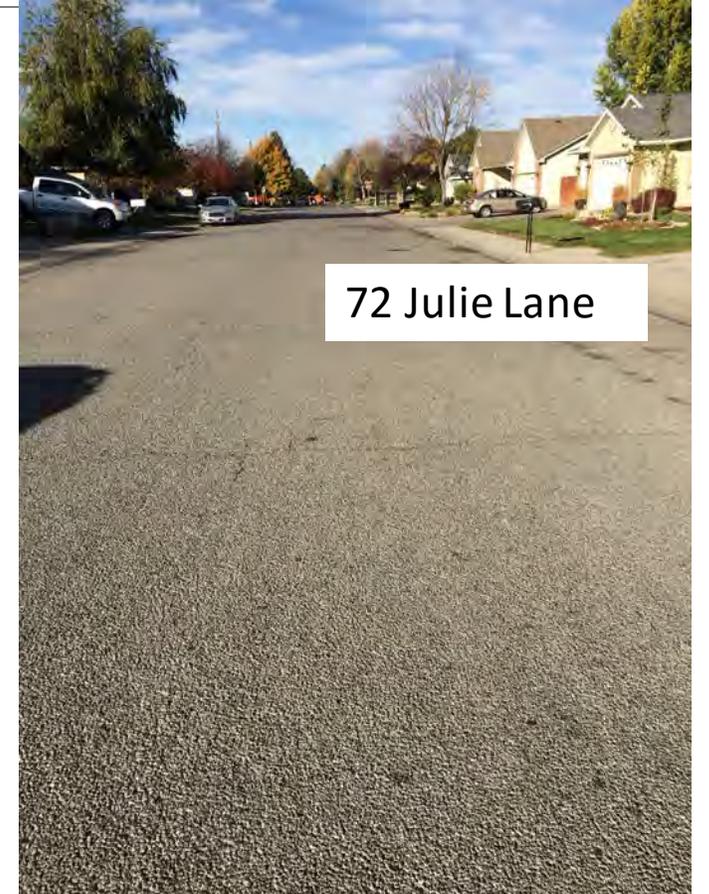
And another thing:

Fines migrate through cracks and from the bottom

Ballast *should* be thick to protect the weaker earth from water

Or consider adding geotextile to new/re- construction

So How Are the Streets Doing?



PCI (Pavement condition index)

10 – may be UNSAFE. Reconstruct or convert to gravel

25 – seriously bad... Reconstruct or convert to gravel

40-54 POOR

55- 69 FAIR

70- 89 SATISFACTORY

90 – 100 GOOD

TABLE 7
Summary of PCI Results for Selected Roadways

Site #	Branch	From	To	Section	Survey Year	PCI ¹	Condition ²
1	4th Ave E	Hankins	Aspenwood	D	2009	81	Satisfactory
				D	2013	76	Satisfactory
3	6th Ave N	Shoshone	Addison	K	2009	54	Poor
				K	2013	27	Very Poor
5	Caswell	Grandview	Creekside	N	2009	97	Good
				N	2013	85	Satisfactory
8	Federation	Washington	Park View	C	2009	85	Satisfactory
				C	2013	84	Satisfactory
9	Heyburn	Sunrise	Blue Lakes	C	2009	59	Fair
				C	2013	40	Very Poor
10	Heyburn	Washington	Martin	J	2009	66	Fair
				J	2013	21	Serious
11	Julie Ln	Eastland	Locust	J	2009	81	Satisfactory
				J	2013	72	Satisfactory
12	Madrona	Falls	Heyburn	H	2009	71	Satisfactory
				H	2013	47	Poor
13	Main	Addison Ave	Shoshone	B	2009	34	Very Poor
				B	2013	45	Poor
17	Mountain View	Falls	Filer	K	2009	64	Fair
				K	2013	31	Very Poor
18	Mountain View	Candleridge	Falls	B	2009	74	Satisfactory
				B	2013	53	Poor
20	Pheasant	Harrison	Kenyon	J	2009	72	Satisfactory
				J	2013	62	Fair
21	Shoup	Washington	Martin	M	2009	55	Poor
				M	2013	47	Poor
22	Sparks	N College	Filer	G	2009	81	Satisfactory
				G	2013	42	Poor

Site #	Branch	From	To	Section	Survey Year	PCI ¹	Condition ²
23	Stadium	Eastland	Locust	M	2009	82	Satisfactory
				M	2013	53	Poor
24	Stadium	Hankins	Eastland	D	2009	87	Good
				D	2013	76	Satisfactory
25	Wendell	Falls	Filer	K	2009	90	Good
				K	2013	78	Satisfactory
27	Locust	N. College	Falls	D	2009	53	Poor
				D	2013	25	Serious

PCI - Summary

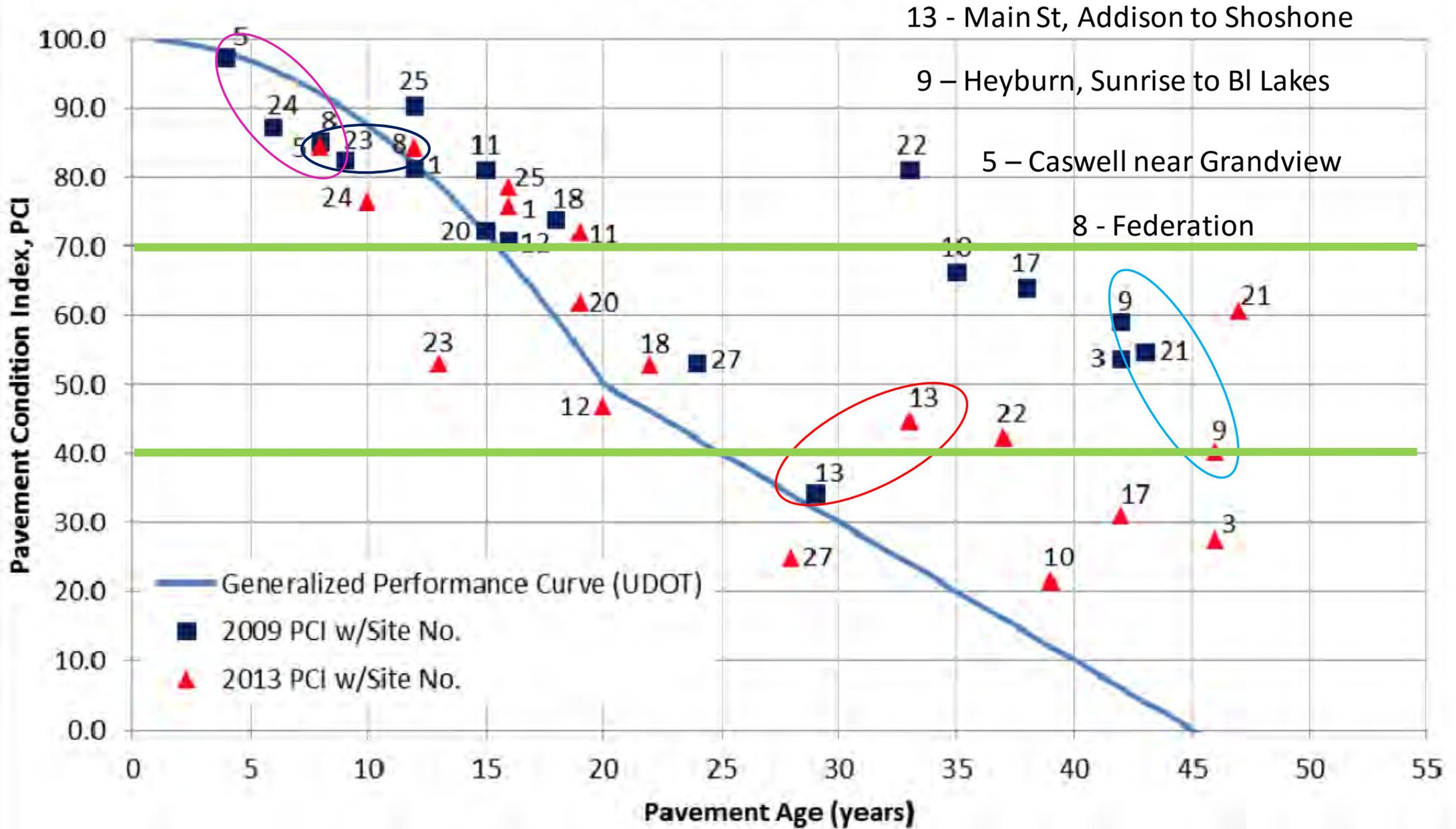
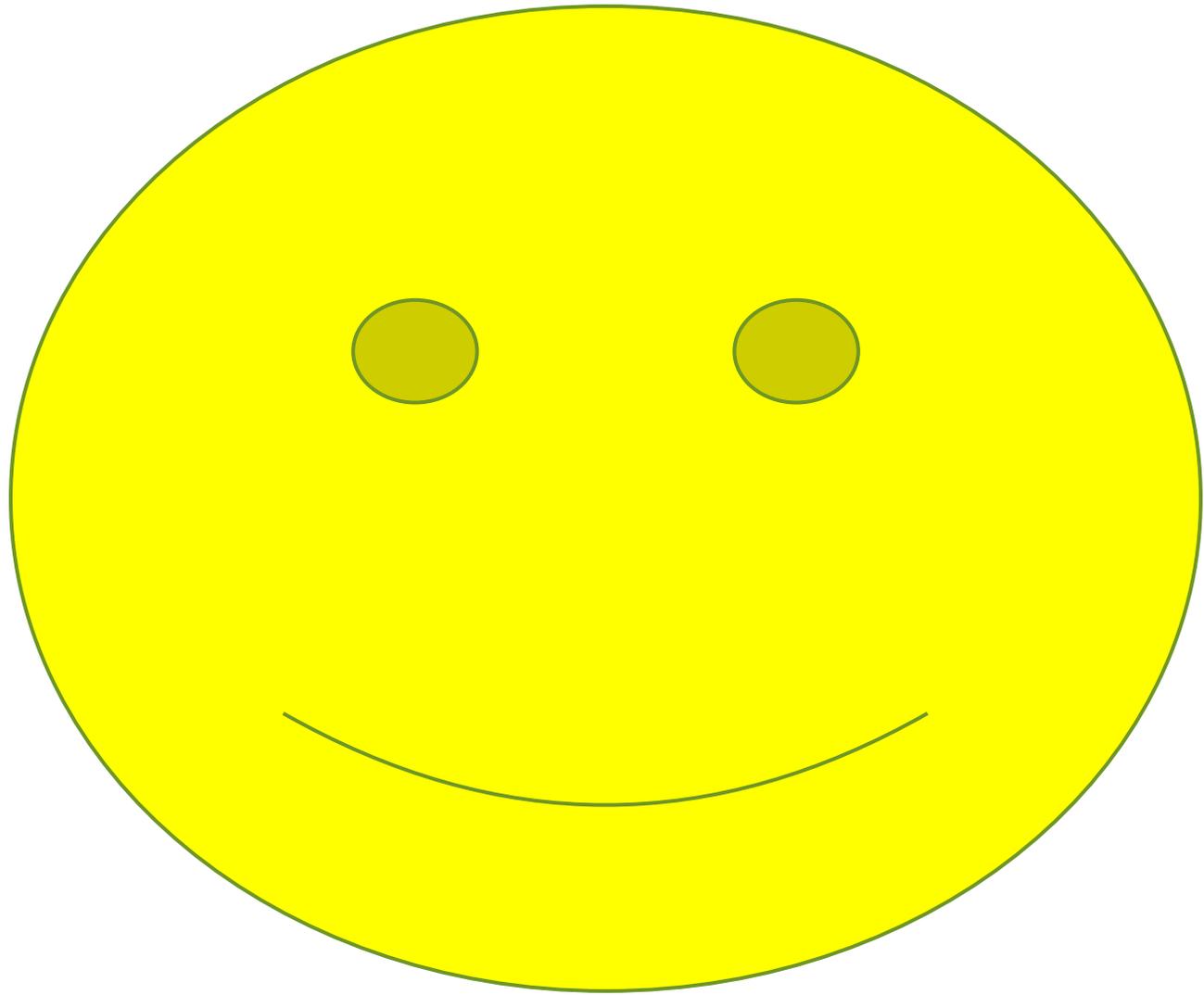


TABLE 8**Remaining Life**

Site #	Roadway Section	Estimated Age (Years)	Anticipated Total Service (Years)	Anticipated Remaining Life (Years)
1	4th Ave E	22	34	12
3	6th Ave N	46	48	2
5	Caswell	8	29	21
8	Federation	12	33	21
9	Heyburn	46	48	2
10	Heyburn	39	37	0
11	Julie Ln	19	36	17
12	Madrona	20	32	12
13	Main	33	42	9
17	Mountain View	42	43	1
18	Mountain View	22	35	13
20	Pheasant	19	33	14
21	Shoup	47	65	18
22	Sparks	37	38	1
23	Stadium	13	26	13
24	Stadium	10	29	19
25	Wendell	16	36	20
27	Locust	28	28	0





COTF Aggregate is hard to produce!

1 ½ in rock is scarce

Look into using different gradations

3 fractured faces

ITD uses single fractured face...Will it compact similarly?

Why not use recycled materials (RAP) or “pit run”

Would these perform the same as manufactured aggregate?

Check out those gradations!

We can use ISPWC spec for 2 in agg
instead of COTF 1 ½ in

3 fractured faces (sheer strength)

1 fractured face is satisfactory

RAP instead of aggregate base ?

WEAK = shortens the life of the pavement (rutting)

RAP as the aggregate in Plantmix

17 % RAP keeps it “simple”

BUT the RAP MUST be Managed

Develop our own spec or use existing (ITD)?

Use ITD Superpave, as well as the testing and payment

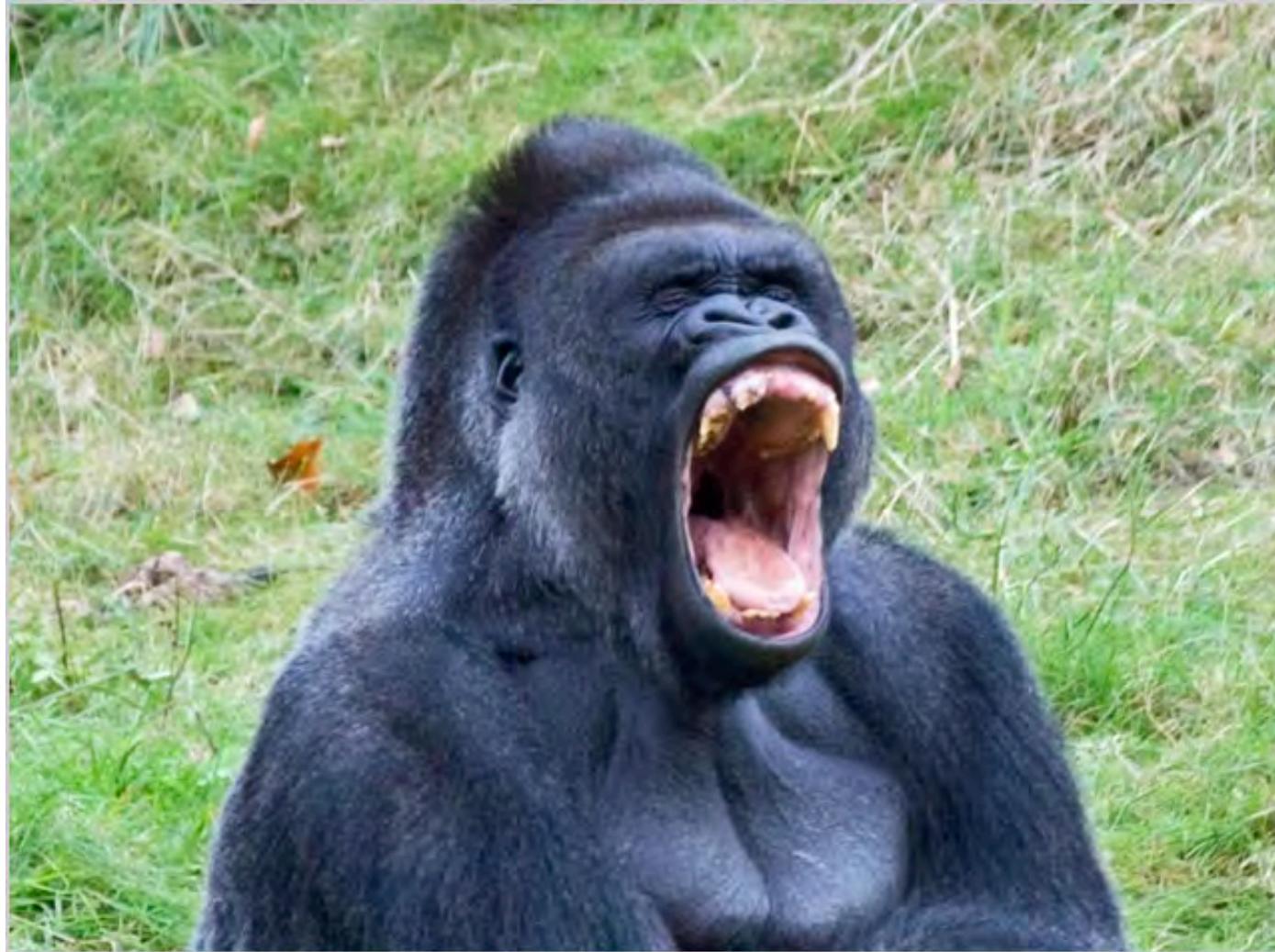
How About Pit Run (uncrushed agg)?

Pit Run “is not an adequate substitute for crushed base”

Can we mitigate? Yes...

TABLE 24**Material Substitution Ratios for Flexible Pavements
(ITD Gravel Equivalency Method)**

Layer	Substitution Ratio
Hot Mix Asphalt (HMA)	2.0
¾" Crushed Aggregate Base	1.0
Uncrushed Subbase	0.85



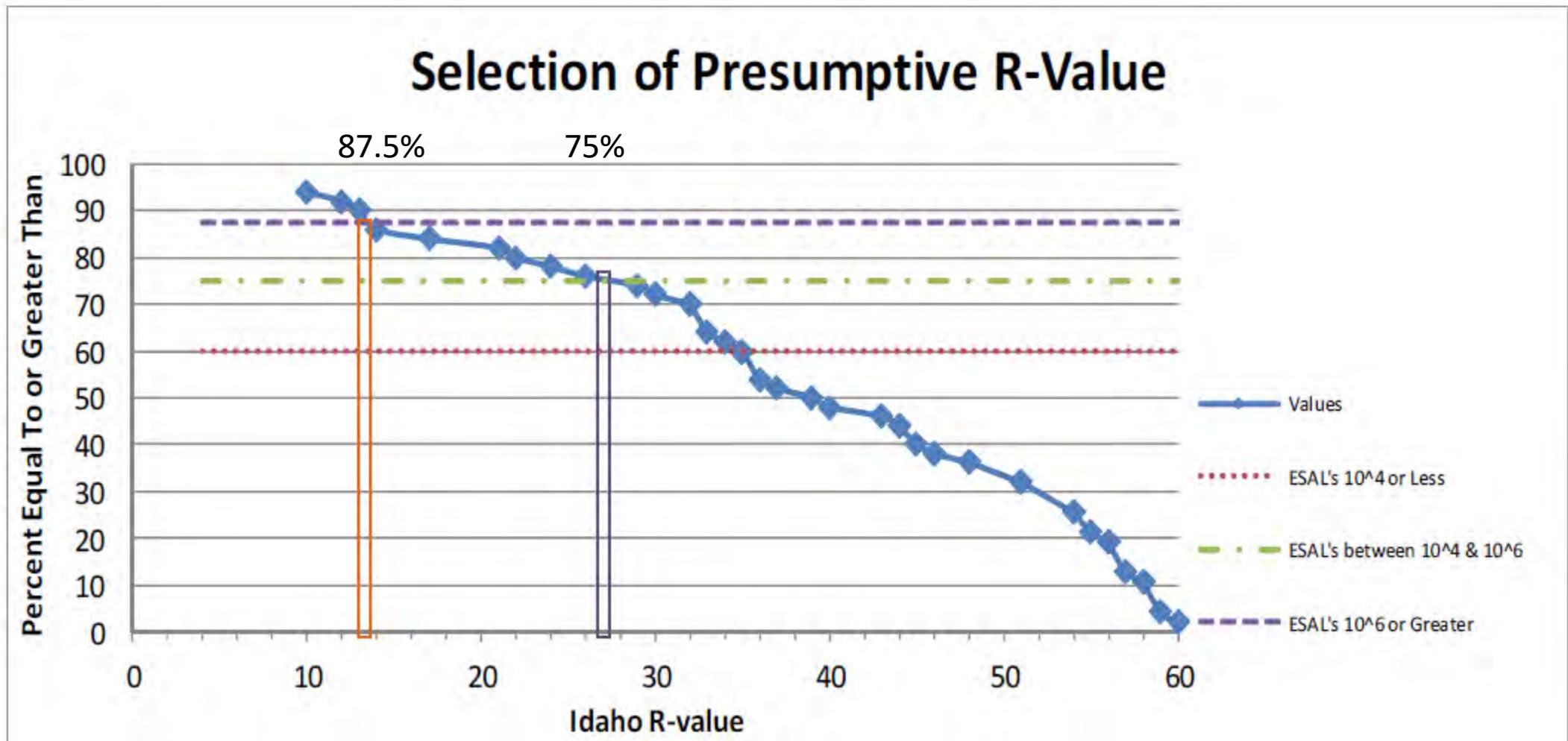


Figure 1: Distribution of R-value test results for the City of Twin Falls

TABLE 17**Summary of Current Standard Residential and Collector Street Sections**

Owner	30' Residential Street (inches)¹	36' Residential Street (inches)²	48' Collector Street (inches)²
Asphalt Plant Mix	2.0	2.0	3.0
Prime Coat	Required	--	--
¾" Leveling Course	2.0	2.0	2.0
1½" Base Course	6.0	6.0	9.0
Compacted Subgrade	Required	Required	Required

10 in

10 in

14 in

TABLE 21

75%

Presumptive Pavement Sections for R-Value of 27 (20-year Design Life)

Layer	Minimum Layer Thicknesses (inches)		
	Residential Street	Minor Collectors	Major Collectors
HMA	2.5	2.5	3.0
Base	4.0	5.0	6.0
Subbase	10.5 (12.5)	11.0	11.5
TOTAL	17.0	18.5	20.5

¾ in
2 in

TABLE 22

87.5 %

Presumptive Pavement Sections for R-Value of 13 (20-year Design Life)

Layer	Minimum Layer Thicknesses (inches)		
	Residential Street	Minor Collectors	Major Collectors
HMA	2.5	2.5	3.0
Base	5.0	5.0	6.0
Subbase	11.0 (13)	15.5	17.0
TOTAL	18.5	23.0	26.0

Subgrade separation geotextile fabric can help prevent the migration of fines into the pavement



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The Miami Herald
MORN
05-21-11

RELAX! THE
DEMOCRATS
ARE JUST TRYING
TO SCARE YOU!



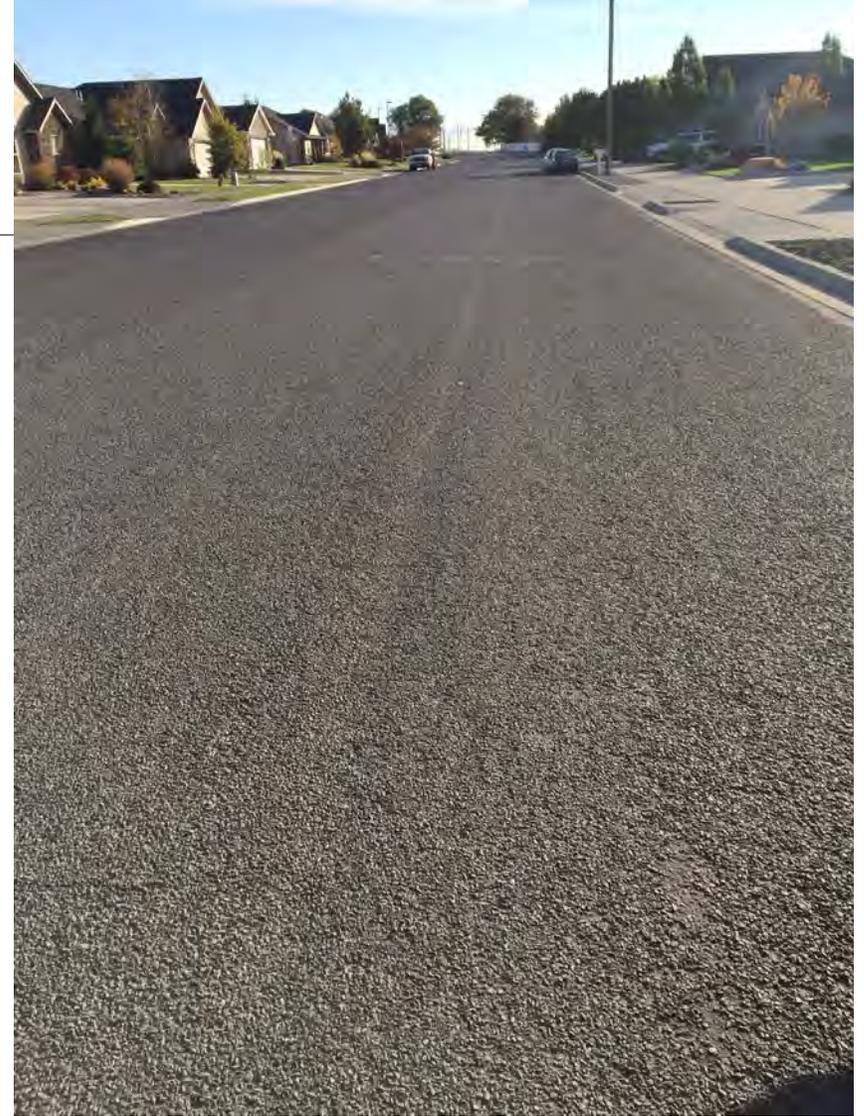




TABLE 3**Summary of Traffic Loads**

Site #	Roadway Section	Age (years)	Traffic Index		
			20-Year*	36-Year**	Accumulated to December 2013**
1	4th Ave E	22	6.5	6.8	6.3
3	6th Ave N	46	6.6	7.2	7.5
5	Caswell	8	5.7	--	--
8	Federation	12	7.8	9.1	7.8
9	Heyburn	46	6.6	8.0	8.3
10	Heyburn	39	5.9	7.1	7.1
11	Julie Ln	19	5.7	7.1	6.5
12	Madrona	20	8.1	8.5	7.7
13	Main	33	7.2	8.5	8.4
17	Mountain View	42	5.7	6.9	7.1
18	Mountain View	22	5.7	7.2	6.7
20	Pheasant	19	7.0	7.6	6.9

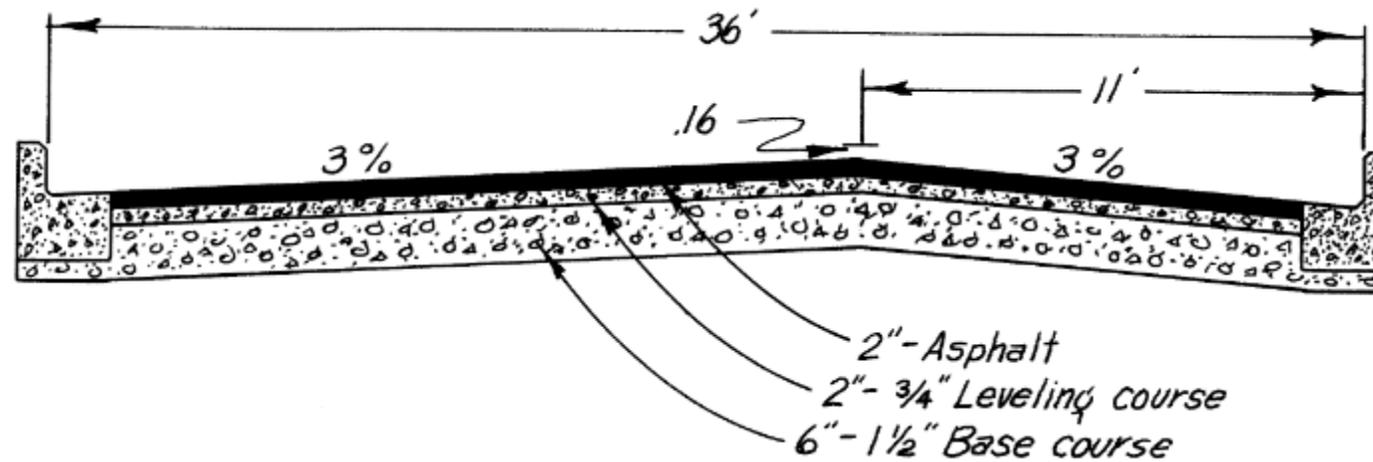
Federation near Parkview



Locust near Julie Lane



Tyler Street Typical Section

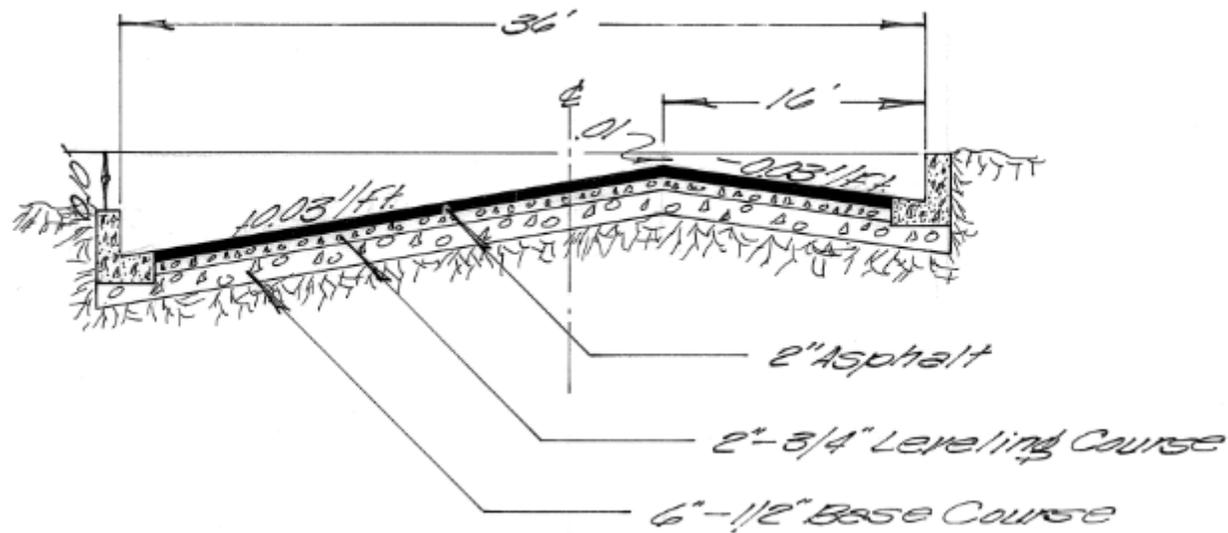


Designed 1968

Tyler Street today (47 years later)



11th Ave. East 1970 Typical Section



Designed 1970

11th Ave. East today (45 years later)



Current budget

- Sealcoat - funded for 8 yr. cycle
- Overlay - ~ \$ 330k (~ 2.5 lm)
- Reconstruct ~ \$840k (~ 1.5 lm)



Date: Monday, August 29, 2016

To: Honorable Mayor and City Council

From: Lorie Race, CFO

Request:

This request is for City Council to adopt the Utility Rate Resolution for Fiscal Year 2017.

Time Estimate:

I will give a brief recap of the recommended utility rate adjustments included in the Fiscal Year 2017 City Manager's Recommended Budget. This will take less than 5 minutes. Additional time may be required for any questions Council may have.

Background:

During our budget presentations over the past eight weeks, we've discussed the need to increase water rates by .5%, wastewater rates by 5%, and sanitation rates by 2.3%. Those increases have been incorporated into the 2016-2017 budget.

Approval Process:

We are not proposing to increase rates by an amount that exceeds 105% of the last fee collected. Therefore, we are not required to hold a public hearing. We have allowed time during each budget presentation for our citizens to comment on this and any other items included in the recommended budget. The approval of this resolution takes a simple Council majority vote.

Budget Impact:

The Fiscal Year 2016-2017 budget contains the anticipated revenues that would be generated by increasing water rates .5%, sewer rates by 5%, and sanitation rates by 2.3%. If these rate increases are not approved, adjustments will need to be made to each of these funds to ensure they are in balance.

Regulatory Impact:

None.

Conclusion:

Staff recommends moving forward with the proposed rate increases as present in the Fiscal Year 2017 budget.

Attachments:

Utility Rate Resolution for Fiscal Year 2016-2017

RESOLUTION NO. 2016-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, ESTABLISHING SEWER CONNECTION FEES AND USER CHARGES; ESTABLISHING WATER CONNECTION FEES AND USER CHARGES; ESTABLISHING PRESSURE IRRIGATION FEES; PROVIDING FOR COMMERCIAL CLASS USER RELIEF; ESTABLISHING GARBAGE AND RUBBISH COLLECTION FEES; PROVIDING FOR A POLICY ON DELINQUENT ACCOUNTS; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TWIN FALLS, IDAHO:

SECTION 1. WASTEWATER CONNECTION FEES: That the following fees to be paid for connection to the Wastewater Collection and Treatment System shall be, and the same are hereby established:

- A. General Permit: The fee for processing the application shall be Fifteen Dollars (\$15.00).
- B. Industrial Permit: The fee for processing the application shall be established by the City Council at the time of such application.
- C. Municipal Permit: The fee for processing the application shall be established by the City Council at the time of such application.
- D. Standard Connection: The assessment for construction of a standard sewer connection four inches (4") in diameter and fifty feet (50') or less in length shall be Five Hundred Fifty Dollars (\$550.00) per connection. The assessment may be paid over a 20-year period by monthly payment after execution of a payment contract provided by the City. The annual interest rate for paying connection assessments on a monthly basis shall be six percent (6%) compounded on the unpaid balance.
- F. Capacity Fees: The following capacity fees are to be paid for connection to the Wastewater Treatment System:

Single Family Residence	\$480.90
Duplexes, per dwelling unit	\$383.25
Mobile Home Parks, per dwelling unit	\$284.55
Apartments, per dwelling unit	\$383.25

Commercial, Institution, and Industrial capacity fees are priced based on annual flows and strengths using the following table:

Flow, per 1,000 gallons	\$3.200
Biological Oxygen Demand (BOD), per pound	\$1.273
Total Suspended Solids (TSS), per pound	\$1.292

SECTION 2. WASTEWATER USER CHARGES: That the following user classification and charges to be paid by each City resident user for use of the wastewater collection and treatment system shall be, and the same are hereby established.

A. Group I - Residential (User Code 100): This class of users includes all single-family dwelling units. The monthly fee for this class of users shall be \$21.46 for the use of the collection and treatment system, and \$.564 per thousand gallons of metered water usage for the first 8,000 gallons used each month.

B. Group I - Residential (User Code 102): This class of users includes all multi-family dwelling units including duplexes, apartments, and mobile home parks. The monthly fee for this class of users shall be \$17.397 for each dwelling unit, for the use of the collection and treatment system, and there shall be added to each user account a capital construction fee of \$2.097 per month.

C. Group II - Commercial (User Code 200): This class of user includes office buildings, hotels/motels (without restaurants), retail and wholesale (non-food), warehousing and light manufacturing, bars (without restaurants), car washes, laundromats, repair shops and gas stations. The monthly fee for this class of users shall be \$21.46 for use of the collection and treatment system, and \$1.386 per 1,000 gallons of metered water used each month.

D. Group III - Commercial (User Code 300): This class of users includes hotels/motels (with restaurants), markets (including meat and produce), restaurants, bakeries (wholesale) and mortuaries. The monthly fee for this class of user shall be \$21.46 for use of the collection and treatment system, and \$3.047 per 1,000 gallons of metered water used each month.

E. Group IV - Institutional: This class of users includes churches, hospitals, convalescent hospitals, elementary schools, high schools and colleges. With the exception of elementary and other public schools, the monthly fee for this class of users shall be \$21.46 for use of the collection and treatment systems, and \$1.42 per 1,000 gallons of metered water used each month.

Elementary schools shall pay \$.338 per pupil per month during the school year, but not less than \$21.46 per month. Other schools shall pay \$0.613 per pupil per month during the school year, but not less than \$21.46. For billing purposes, the student enrollment on the first day of the school year shall be used to calculate the bill for the ensuing school year.

F. Wastewater Flow Measuring Device: Any Group II, III, or IV commercial user whose charge is based on water meter readings may install a wastewater flow measuring device or separate water meter as approved by the Public Works Director, at the user's expense, if the water meter readings are not representative of the wastewater flow.

The Wastewater Superintendent may require a wastewater system user to install a flow-measuring device in the building sewer or water meter if all or part of the water supply to the building comes from an unmetered source. The user shall operate and maintain such device in proper operating condition. The standard group user rate shall be applied to the measured flow.

G. Group V - Industrial (User Code 500): This class of users includes all large volume and industrial process waste dischargers. The monthly fee for this class of users shall be in accordance with the Industrial User Agreement, entered into by each industrial user with the City of Twin Falls for the use of the wastewater system. (The City of Twin Falls may negotiate sewer rates on a contractual basis with major industrial customers, subject to the terms of any applicable bond covenants.)

The monthly fee for this class of user shall be \$21.46 for the use of the collection and treatment system, and a metered flow and measured strength charge determined using the following rate table:

Flow, per 1,000 gallons	\$.564
Biological Oxygen Demand (BOD), per pound	\$.250
Total Suspended Solids (TSS), per pound	\$.245

H. Group VI - City of Kimberly (User Code 600): The City of Kimberly shall pay in accordance with the municipal User Agreement entered into by the City of Kimberly with the City of Twin Falls.

The monthly fee for this class of user shall be \$21.46 for the use of the collection and treatment system, and a metered flow and measured strength charge determined using the following rate table, plus a capital recovery charge of \$976.05:

Flow, per 1,000 gallons	\$.564
Biological Oxygen Demand (BOD), per pound	\$.250
Total Suspended Solids (TSS), per pound	\$.245

SECTION 3. WATER CONNECTION FEES: That the following fees to be paid for connection to the Water Supply and Distribution System shall be, and the same are hereby established. These fees shall be adjusted annually, based upon the fluctuation of the Municipal Cost Index, as published by the American Cities and Counties magazine. The reference index number for the fees established by this resolution is 131.0, as shown in the February 1993 issue of the American Cities and Counties magazine.

A. Permit Tap Fee: These are only connections to dry lines. These fees are for all services in any subdivision platted after April 7, 2014. The standard size tapping connections and the fee for processing the application shall be as follows:

Service Size	Permit Tap Fee
1 inch	\$51.04
1 ½ inch	\$51.04
2 inch	\$51.04
Greater than 2 inch	See "F"

B. Main Line Connection Fee: These are connections to live water mains, tapping is done by City crew and owner provides materials. The standard sizes and the fee for processing the application and tapping the public water main shall be as follows:

Connection Size	Main Line Connection Fee
4 inch	\$1,137.80
6 inch	\$1,286.90
8 inch	\$1,718.20
10 inch	\$2,429.70
12 inch	\$3,752.63

C. Service Line Installation Fee: These are connections to live water mains and intended for the single dwelling home owner, not for developers of multiple lot subdivisions. Tapping is done by City crew and City provides the materials for service line installation from the mainline tap up to and including the meter. The standard size tapping connections and the fee for the City to construct all or any portion of a standard connection size service line, fifty (50) foot or less in length shall be as follows:

Service Size	Service Line & Meter Installation Fee
1 inch	\$1,261.88
1 ½ inch	\$1,629.14
2 inch	\$1,720.20
Greater than 2 inch	See "G"

D. Meter Fee: These are fees for the meter and meter placement by City crew. Meter fees are to be paid at the time of building permit. The standard size meter and meter set fees shall be as follows:

Meter Size	Meter & Installation Fee
1 inch	\$296.48
1 ½ inch	\$563.81
2 inch	\$754.76
Greater than 2 inch	See "G"

E. Fire Line: The City of Twin Falls no longer constructs fire line.

F. Nonstandard Permit: The fee for a larger than standard sizes must be approved by the City Engineer. Once approved, the fee for a larger than standard size permit shall be determined by the City Engineer.

G. Nonstandard Service: The fee for the City to construct all or any portion of a non-standard size service line shall be determined by the City Engineer.

H. Rock Excavation: The above fees do not include any rock excavation that may be required. The actual cost of any rock excavation, as determined by the Water Superintendent, shall be paid in addition to any other fees and charges.

I. Incidental Costs: The above fees do not include incidental costs such as trenching and traffic control. The actual cost of any incidental charges, as determined by the Water Superintendent, shall be paid in addition to any other fees and charges.

J. Meter Turn-on Service Fee (new service): The fee for processing the application and turning on water at existing meter shall be \$10.00 each time the water is turned on.

K. Service Fee (repairs): The fee for responding to an afterhours service call, which involves either turning off or turning on the water, shall be \$80.00. Said fee shall not be charged to customers who are closing accounts. An emergency allowance may be granted by the City Manager or his designee.

L. Water Meter Tampering Fine: The fine charged for tampering with a water meter when the City finds that a meter has been turned off or on without the City's authorization, shall be \$200.00.

SECTION 4. WATER USER CHARGES: That the following charges to be paid by each City resident user for use of the Water Supply and Distribution System shall be, and the same are hereby established as follows:

A. User Charge: All users shall pay each month for the water supplied through their water meter. (The City of Twin Falls may negotiate water rates on a contractual basis with major industrial customers, subject to the terms of any applicable bond covenants.) The base fee shall be \$10.79, which includes up to the first 2,000 gallons of water. The charges per thousand (1,000) gallons of water supplied over 2,000 gallons shall be as follows:

Gallons Supplied	Additional Charge per 1,000 gallons
3,000 to 150,000	\$1.713
151,000 to 10,000,000	\$.774
10,001,000 and above	\$.588

B. Water rates for all mobile home parks, trailer parks, trailer and tourist camps shall be charged in accordance with the standard individual residence rates as set forth by the City, provided, however, that every two spaces for living unit parking shall be defined as the equivalent of one individual residence.

C. Each active water user shall pay each month an additional fee of \$10.75 for the annual debt service payment for the revenue bonds which financed the federally mandated arsenic compliance project.

SECTION 5. PRESSURIZED IRRIGATION FEES: That the following fees to be paid for connection to the Pressurized Irrigation System shall be, and the same are hereby established:

A. Processing Fee: There is no additional processing fee for utility customers with potable water service, but an additional monthly processing fee of \$6.273 will be assessed to any customer with only pressurized irrigation service.

B. Residential property: The monthly fee for residential property shall be computed based upon the full platted lot size, in square feet, at the rate of \$0.001989422 per square foot. This fee represents the total annual cost of service, divided into twelve monthly payments. The monthly fee for residential properties no longer receiving "shoulder water" shall be computed based upon the full platted lot size, in square feet, at the rate of \$0.001691008 per square foot. This fee represents the total annual cost of service, divided into twelve monthly payments.

C. Commercial property: The monthly fee for commercial property shall be computed based upon twenty percent (20%) of the full platted lot size, in square feet, at the established rate of \$0.001989422 per square foot. This fee represents the total annual cost of service, divided into twelve monthly payments.

SECTION 6. COMMERCIAL CLASS-USER RELIEF: Any commercial class user may request of the City Manager relief from his sewer billing rate. Relief shall be granted if the City Manager is satisfied that the user's billing rate has been increased due to irrigation water use only. The relief adjustment shall be the difference between the user's monthly charges from November 1st through April 30th and May 1st through October 31st, as determined by a review of the preceding twelve calendar months. The amount of the relief shall be the amount by which the user's sewer rate for the period of May 1st through October 31st exceeds the user's sewer rate for the period November 1st through April 30th. If the City Manager is satisfied that the requested adjustment is in order, a cash refund shall be made. Any commercial user may appeal the decision of the City Manager to the City Council, and the Council shall make a final determination of the matter at a regularly scheduled Council meeting. Any application for relief must be made within six (6) months following the year for which the application is made.

SECTION 7. GARBAGE AND RUBBISH COLLECTION FEES: That the following garbage and rubbish collection fees are, and the same are hereby established:

A. Single Family Residential: The collection rate for each single-family residential dwelling shall be \$16.90 per month, unless qualified for the "one-can" rate, which shall be \$8.78 per month. Effective October 1, 2005 the "one-can" rate will not be offered to any additional customer; however, the 41 customers currently qualified and using this rate may continue at this rate so long as they remain qualified.

B. Multi-Dwellings: The collection rate for multi-dwellings (IE: duplexes, triplexes, four-plexus, etc.) shall be \$16.90 per month for each residential unit in said multi-dwelling.

SECTION 8. RENTER DEPOSIT: That the City shall charge a \$75.00 renter deposit to renters wishing to establish water, sewer and/or sanitation accounts in their own names rather than their landlord's name. This \$75.00 deposit may be refunded or applied to the balance of the account at the time the account is closed or one year from the date of payment of said deposit if the account is, in the opinion of the Finance Director, in good standing. The Finance Director is hereby authorized to set standards by which the status of an account is evaluated for the purpose of determining if a refund is appropriate.

Deposits may be refunded or applied upon request under the above conditions and only if the renter has remained at the same address for the aforementioned one year period.

SECTION 9. DELINQUENT ACCOUNTS: The unpaid balance on utility and sanitation accounts shall be considered delinquent 30 days after the date identified on the billing. Interest shall be charged on the unpaid balance commencing with the first day of delinquency at the rate of 12% per annum (1% per month) subject to a minimum charge of 50¢. After 30 days of delinquency, accounts shall be notified by mail that service will be discontinued unless full payment is made within a period of seven calendar days from date of mailing. The City Manager or his designated representative may enter into a payment agreement with a customer, if the customer can establish an unusual financial hardship, which has resulted in the delinquency. Interest charges shall be applied to the delinquent balance during the term of the agreement. Any breach of the payment agreement shall be grounds for termination of service without any further notification. Service fees, as established in Section 3 of this resolution, shall be applied to all accounts when service is discontinued for lack of payment.

SECTION 10. RETURNED CHECK FEES: The service fee for returned checks, non-sufficient funds debit cards, non-sufficient funds automatic withdrawals, etc., shall be the maximum prescribed by law at \$20.00 per occurrence.

SECTION 11. EFFECTIVE DATE: This resolution shall be effective October 1, 2016. Industrial and municipal wastewater user charges that are established by separate agreements shall remain as specified in said agreements.

SECTION 12. REPEAL OF PRIOR RESOLUTIONS: All prior resolutions establishing utility rates or portions thereof, inconsistent with the provisions of this resolution are hereby repealed.

PASSED BY THE CITY COUNCIL,
SIGNED BY THE MAYOR,

August 29, 2016
August 29, 2016

Mayor Shawn Barigar

ATTEST:

Deputy City Clerk



Date: Monday, August 29, 2016
To: Mayor and City Council
From: Travis Rothweiler, City Manager

Request

A public hearing regarding the adoption of the Fiscal Year 2017 Budget and the associated annual appropriation ordinance for the City of Twin Falls.

Time Estimate

The estimated amount of time this item will take is 20 minutes plus time to answer questions.

Background

The purpose of this agenda is to hold a public hearing and to adopt the fiscal year 2017 budget and associated annual appropriation ordinance for the City of Twin Falls.

Over the course of the last several weeks, the City Council has been openly discussing the City Manager's Recommended Budget for the upcoming 2017 Fiscal Year (FY 2017). We have presented and illustrated how the FY 2017 Budget will help the City realize the goals and, ultimately, the Vision we have for our community.

The budget for the upcoming year reflects our ongoing commitment to prudent fiscal management in delivering services that enhance the quality of life of Twin Falls' citizens and meeting the expressed needs of our community. It addresses the need to protect the long-term future of the community, public safety, public infrastructure, and to deliver sustainable government services that align with the demands of today, while ensuring the ability to respond to growth. While this budget covers only fiscal year 2017, it continues to define a path that will move Twin Falls into the future as a safe city with a solid infrastructure and an ongoing commitment to improving quality of life. The recommended budget funds current and enhanced service levels to meet the Twin Falls City Council's priorities for service delivery, with modest increases in city-supplied utilities.

The recommended budget has been formulated with a philosophy of:

- Providing high-quality governmental services consistent with citizen expectations
- Constantly seeking opportunities to improve service delivery or increase efficiency through technology, partnerships, or improved processes
- Careful stewardship of city resources, emphasizing affordability and sustainability
- Valuing our employees

The Recommended Budget is directly linked to the City of Twin Falls' 2030 Strategic Plan, which provides a series of pathways that will allow the City to realize its mission and the newly established 2030 vision. The budget maintains service levels designed to protect our citizen's health, safety, and welfare. It funds projects and initiatives designed to enhance our citizen's quality of life. It continues our reputation for being a strong, fiscally-sound municipal government.

Public Input and Transparency

The City of Twin Falls strives to communicate, operate, function, and conduct the business of the people in an open and transparent manner. Equally, we recognize the value and importance of honoring and upholding our fiduciary duties and responsibilities. Because openness and transparency are part of our organizational culture and values, we have taken several steps designed to afford our citizens and stakeholders several opportunities to actively participate and contribute to the budgeting process.

The City of Twin Falls has taken additional steps designed to illustrate our commitment to effective community involvement in the annual budget process. The Council provided an opportunity for our citizens and stakeholders to communicate their thoughts about specific programs, strategic initiatives and priorities for the upcoming fiscal year prior to the more customary, internal staff conversations. Finally, a summary presentation of the proposed budget has been placed on the City's website.

Budget Overview

The budget is balanced, in accordance with the state law and Government Finance Officers' Association (GFOA) best practices. The City of Twin Falls has historically focused on the "net budget" (the total budget, as presented above, less fund transfers). The total net budget for FY 2017 is \$60,958,366, which is 0.32%, or \$192,418 more than the total net budget of \$60,765,948 for the current fiscal year. Of the total FY 2017 Recommended Budget, \$35,528,699 funds the Government Fund departments and \$25,429,667 is in the Enterprise Fund, or business-like funds. In 2016, the City appropriated \$33,647,257 in the Government Fund and \$27,118,691 in the Enterprise Funds.

A total of \$1,644,133 of "cash reserves" is being used to complete several critical, one-time capital intensive projects. The total amount of cash reserves allocated in the tax supported funds is \$769,530, specifically for the following:

- \$79,530 in the General Fund cash reserves for E911 operational improvements
- \$60,000 in the Library Fund for major roof repairs
- \$280,000 in the CI Fund for a transfer (loan) to the Impact Fee Fund for trails
- \$350,000 to Pool Fund for a new pool bubble

The total amount of cash reserves allocated in the Enterprise Funds is \$874,603, specifically for the following:

- \$400,000 in the Impact Fee Fund for trail project
- \$290,425 in the Airport Construction Fund (PFC account) for terminal upgrades
- \$53,500 in the Shop Fund for capital projects
- \$130,678 in the Seizures and Restitution Fund for specified operational and capital acquisitions

The use of cash reserves assists in the completion of critical capital projects and allows the FY 2017 Recommended Budget to remain stable and sustainable. The use of cash reserves in the Enterprise-Type Funds allows us to continue to offer comprehensive, quality local government services at competitive rates and "lower-than-market" user fees.

This Recommended Budget provides funding for one new full-time position, considered to be essential for maintaining the level of services provided to the public, and increased operational costs and funding to address capital needs that are viewed to be critical to accomplishing stated strategic planning objectives. There are a few noteworthy recommended changes proposed in the City Manager's FY 2017 Recommended Budget. Those changes are the following:

- Total personnel cost will increase from \$23,656,094 to \$25,036,028, an increase of \$1,379,934 (5.8%). The FY 2017 Recommended Budget provides for a performance-based adjustment of 5.0% for all employees and a 5% adjustment to the City's compensation table. These improvements are designed to maintain the competitiveness of the City's compensation model.
- Overall operating costs are projected to increase from \$16,105,200 to \$16,275,147, an increase of \$169,947 (1%).
- Total funding for capital improvements and acquisitions are scheduled to decrease from \$14,713,636 to \$13,364,343, a decrease of \$1,349,293 (9.2%). This decrease does not include any work associated with the City's \$38 million waste water treatment plant and collection system that will continue into FY 2017, or funding for the City Hall and Public Safety Complex, estimated to cost \$9.5 million.

At the August 15, 2017 City Council meeting, the Council established the maximum budget amount as \$60,958,366. The attached appropriations ordinance includes this maximum amount.

Taxable Value of Twin Falls and the Tax Rate

The FY 2017 preliminary total taxable value for the City of Twin Falls of \$2,325,231,225. That total value represents an increase of \$50,515,838 over the FY 2016 total value of \$2,274,715,387. The FY 2017 new construction roll is \$67,124,045. So, without the new construction roll, the total taxable value of all existing structures decreased by \$16,608,207 (-0.73%).

The FY 2017 Recommended Budget relies on property taxes to raise 53.4% of the net revenue needed to support municipal operations in the Government-Type Funds. The FY 2017 budget is balanced with a projected property tax rate of \$8.16/\$1,000 of taxable value. The recommended budget incorporates a 3% property tax revenue increase, as is statutorily permitted. That 3% increase yields \$546,092 in new property tax revenue. The recommended budget does not require the use of any of the City's foregone balance. Therefore, that balance of \$2,149,220 remains unchanged. The new property tax revenue associated with the new construction value is \$528,151. We anticipate total property tax collections for FY 2017 to be \$18,981,560 an increase of \$1,083,447 compared to FY 2016's collections of \$17,898,113.

Water Fund – Revenues and Expenditures

The Water Fund supports the following water-related activities: water supply, water distribution, pressurized irrigation, and utility billing. To support each of these functions in FY 2017, the City Manager's Recommended Budget calls for total system expenditures in the amount of \$10,183,989, a decrease of \$3,003,183, or -22.77%, when compared to the total allocation of \$13,187,172 in FY 2016.

The Recommended Budget recommends that the City increase water rates by a half percent (0.5%).

Sewer Fund – Revenues and Expenditures

The Sewer Fund is used to support all waste water services provided by the City of Twin Falls, namely waste water collections and waste water treatment. For FY 2017, the City Manager's Recommended Budgets calls for expenditure totaling \$9,299,431 in this Fund. This represents a decrease of \$209,040 when compared to FY 2016 Sewer Fund expenditures of \$9,508,471.

Personnel Costs in the Sewer Fund are projected to increase by \$81,178 (11.5%) in FY 2017 to \$786,708 from \$705,530. Operational costs in the Sewer Fund are projected to decrease by \$13,046 (0.37%) in FY 2017 to \$3,528,346 from \$3,541,392.

The Recommended Budget recommends that the City increase wastewater rates by five percent (5.0%). This increase is necessary to maintain our bond covenant requirement of 125% for debt ratio.

Sanitation Fund – Revenues and Expenditures

The importance of protecting the place we live is well described in the Environmental Community vision statement of the City of Twin Falls' 2030 Strategic Plan. Sustainability and stewardship are key drivers of this vision.

The monthly bill paid by the City's residential customers will increase from the current rate of \$16.52 per month to \$16.90 per month. This represents a \$0.38 per month per customer increase, or a fee adjustment of 2.3%. The rate increase is influenced by the requested price adjustment of 1.5% by the City's contracted service provider, and also the increased fees associated with accepting trash at the landfill. The Twin Falls County Solid Waste has increased their fees almost 6% for the upcoming fiscal year.

How much more will City Services Cost?

In addition to understanding the levels of services and the amount of improvements programmed in the budget, it is also important that we recognize the impact this proposal has on our citizens and taxpaying shareholders.

The table below illustrates the impact the City Manager's Recommended Budget will have on the taxpayers residing or doing business in Twin Falls. That impact, for the owner occupied median valued home will be \$15.52 per year. The table below also illustrates the impact of the City Manager's Recommended Budget on utility rate payers. For the average customer, the Recommended Budget has a total impact of \$1.81 per month, or \$21.72 per year.

	FY 2016 Adopted Budget	FY 2017 Recommended Budget	Difference
Property Tax	\$7.86 per \$1,000 tax value	\$8.16 per \$1,000 tax value	\$0.30 per \$1,000 tax value
Median Valued Home (Owner Occupied) \$144,000 in FY 2016	\$566.52 <i>annual</i>	\$582.04 <i>annual</i>	\$15.52 <i>annual</i>
Utility Bills			
Average Residential Customer Consumption of:			
Water - 18,000 gallons (includes arsenic fee)	\$48.75	\$48.94	\$0.19
Sewer - 8,000 gallons	\$24.73	\$25.97	\$1.24
Sanitation & Recycling	\$16.52	\$16.90	\$0.38
Monthly Rate of Utility Bills	\$90.00	\$91.81	\$1.81
Total Monthly Rate (Property Tax and Utility Bills)	\$137.21	140.31	3.10

Approval

The Council must open a public hearing to receive input on the proposed budget. To approve the budget, the Council must adopt a fiscal year 2017 appropriations ordinance. Since it is an ordinance, a motion to suspend the rules and place the ordinance on third and final reading by title only needs to be approved by at least five votes in favor. The title of the ordinance can then be read into the record. Adoption of the ordinance requires a simple majority vote of the Council.

Budget Impact:

Approval of this request will adopt the fiscal year 2017 budget with a total net amount of \$60,958,366.

Regulatory Impact:

There are two sections of the Idaho Code that govern the actions of the organization.

Section 50-811 (8) of the Idaho Code states the City shall "prepare and submit to the council a tentative budget for the next fiscal year."

Section 50-1003 of the Idaho Code states "...the city council of each city shall, prior to the commencement of each fiscal year, pass an ordinance to be termed the annual appropriation ordinance, which in no event shall be greater than the amount of the proposed budget, in which the corporate authorities may appropriate such sum or sums of money as may be deemed necessary to defray all necessary expenses and liabilities of such corporation, not exceeding in the aggregate the amount of tax authorized to be levied during that year in addition to all other anticipated revenues."

Conclusion:

City Staff recommends that the Council approve the proposed fiscal year 2017 budget and adopt the attached annual appropriation ordinance.

Attachments:

City of Twin Falls, Idaho Fiscal Year 2017 Annual Appropriation Ordinance

ORDINANCE NO. 2016-10

AN ORDINANCE OF THE CITY OF TWIN FALLS, IDAHO, APPROPRIATING \$60,958,366 FOR THE 2017 FISCAL YEAR TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF TWIN FALLS; PROVIDING FOR THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE; LEVYING AD VALOREM TAXES IN THE AMOUNT OF \$19,276,360 FOR THE 2017 FISCAL YEAR; PROVIDING THAT A COPY OF THIS ORDINANCE SHALL BE FILED WITH THE COUNTY COMMISSIONERS OF TWIN FALLS COUNTY, IDAHO AND WITH THE SECRETARY OF STATE OF THE STATE OF IDAHO; PROVIDING FOR THIS ORDINANCE TO TAKE EFFECT UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW, THE RULE REQUIRING THAT AN ORDINANCE BE READ ON THREE SEPARATE OCCASIONS HAVING BEEN SUSPENDED.

WHEREAS, the City has provided proper notice and held a public hearing on August 29, 2016 regarding the proposed budget for Fiscal Year 2017, and

WHEREAS, the City Council has reviewed the proposed budget and determined that the expenditures are necessary;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF TWIN FALLS AS FOLLOWS:

Section 1: That the appropriations and the amount appropriated for the fiscal year beginning October 1, 2016 through September 30, 2017 be set as follows for the objects and purposes as herein specified:

<u>Objects and Purposes</u>		<u>Amounts</u>
General Fund	\$	23,598,077
Street Fund	\$	4,948,452
Street Light Fund	\$	416,420
Library Fund	\$	1,754,759
Airport Fund	\$	1,070,228
Capital Improvement Fund	\$	2,058,981
Pool Fund	\$	650,000
Fireworks Fund	\$	8,000
Insurance Fund	\$	435,385
Impact Fee Fund	\$	800,000
Historic Pres Comm Fund	\$	6,000
Airport Construction Fund	\$	4,170,000
Waterworks Fund	\$	9,059,483
Wastewater Fund	\$	8,486,385
Comm Area Maint Fund	\$	29,727
Sanitation Fund	\$	2,515,000
Golf Fund	\$	136,465
Dierkes/Shoshone Falls Fund	\$	189,114
Shop Fund	\$	495,213
Seizures/Restitution Fund	\$	130,677
Total Appropriations	\$	60,958,366

The amount listed under the General Fund includes the budgets for City Council, City Manager, Finance, Legal, P&Z, Code Enforcement, Economic Dev., Human Resources, Info. Services, Police, Fire, Inspection, Animal Control, Engineering, Parks and Recreation.

Section 2: That the City of Twin Falls hereby certifies a tax levy in an amount not to exceed \$19,276,360 on the taxable market value of all taxable property within the corporate limits of the City of Twin Falls, Twin Falls County, Idaho to provide revenue for the following purposes:

<u>Activity</u>	<u>Tax Amount Certified</u>
General Fund	\$ 15,469,291
Street Fund	\$ 1,198,458
Street Light Fund	\$ 63,300
Library Fund	\$ 1,618,259
Airport Fund	\$ 374,804
Capital Improvement Fund	\$ 372,855
Insurance Fund	\$ 180,355
Total	\$ 19,277,322

Section 3: That the City Clerk of the City of Twin Falls is hereby directed to file a copy of the Ordinance with the County Commissioners of Twin Falls, County, Idaho; and the Secretary of State, in accordance with Idaho Code 50-1003 and 50-1007.

Section 4: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law, the rule requiring that an ordinance be read on three separate days having been suspended.

PASSED AND APPROVED UNDER SUSPENSION OF RULES this 29th day of August, 2016.

SIGNED BY THE MAYOR August 29, 2016. _____
Mayor

ATTEST: _____
Deputy City Clerk

PUBLISH: August 29, 2016