

COUNCIL MEMBERS:

SHAWN BARIGAR	LANCE CLOW	DON HALL	GREGORY LANTING	JIM MUNN, JR.	REBECCA MILLS SOJKA	CHRIS TALKINGTON
Council-Elect		Vice Mayor	Mayor			



AGENDA
Meeting of the Twin Falls City Council
Tuesday, January 17, 2012
City Council Chambers
305 3rd Avenue East - Twin Falls, Idaho

5:00 P.M.

Swear in new Council Member Shawn Barigar

PLEDGE OF ALLEGIANCE TO THE FLAG
CONFIRMATION OF QUORUM
INTRODUCTION OF STAFF
CONSIDERATION OF THE AMENDMENTS TO THE AGENDA:
PROCLAMATIONS: None.

AGENDA ITEMS	Purpose	By:
I. <u>CONSENT CALENDAR:</u> 1. Consideration of accounts payable for January 10 – 17, 2012. 2. Consideration of the January 9, 2012, City Council Minutes.	Action	Staff Report Sharon Bryan L. Sanchez
II. <u>ITEMS FOR CONSIDERATION:</u> 1. Consideration of the recommendation from the Parks & Recreation Commission to establish and adopt rules and regulations for temporary off-leash dog parks on two fields at Frontier Field. 2. Consideration of a request to authorize the Mayor to sign the Facilities Use Agreement between Twin Falls School District #411 and the City of Twin Falls. 3. Consideration of a request to schedule a public hearing date of February 6, 2012, to increase youth recreation fees for the Twin Falls Parks & Recreation Department. 4. Award a bid for a Cab and Chassis 2012 Work truck. 5. Consideration to purchase the Lakeside Rotamat mechanical screen for \$160,084.00 from Global Sampson Associates Inc. 6. Consideration of a request to award the 2012 Northeast Sewer Stage 1 Project to Knife River of Boise, Idaho, in the amount of \$2,037,048.93. 7. Consideration of posting an RFP for a strategic planning consultant. 8. Public input and/or items from the City Manager and City Council.	Action Action Action Action Action Action Action	Dennis Bowyer Dennis Bowyer Stacy McClintock Jon Caton Mike Trabert Lee Glaesemann Mike Williams
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u> 6:00 – None.		
V. <u>ADJOURNMENT:</u> to Executive Session 67-2345(1)(c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.		

****Any person(s) needing special accommodations to participate in the above noticed meeting should contact Leila Sanchez at (208) 735-7287 at least two working days before the meeting.***

Twin Falls City Council-Public Hearing Procedures for Zoning Requests

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



Tuesday January 17, 2012 City Council Meeting

To: Honorable Mayor and City Council

From: Dennis J. Bowyer, Parks & Recreation Director

Request:

Consideration of the recommendation from the Parks & Recreation Commission to establish and adopt rules and regulations for temporary off-leash dog parks on two fields at Frontier Field.

Time Estimate:

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

Background:

The Parks & Recreation Department has twice investigated the opportunity to develop a dog park on park property, once at Teton Park and once at Oregon Trail Youth Complex. Both times a dog park was not pursued due to the surrounding neighborhood's concerns. Currently, staff is evaluating other sites for a permanent location for a dog park. The Magic Valley Canine Social Club recently requested a temporary off leash site for dogs until a permanent site can be found and developed.

Staff, three Parks & Recreation Commissioners, and members of the Magic Valley Canine Social Club hosted a neighborhood meeting on Wednesday January 4th for residents living near Frontier Field. One neighbor showed up at the meeting, the neighbor's concern was sanitation in nature, the urine and feces from the dogs. Also, staff received three calls from neighbors. All three were opposed to a temporary site. They all had concerns of the current problem of dogs' owners allowing their dogs off leash on the College of Southern Idaho's fitness trail system in Frontier Field. Attached is an aerial photo of Frontier Field. Also the College of Southern Idaho was sent a letter notifying them the neighborhood meeting. The City did not receive an official response from them, but staff has spoken with two trustees of the College of Southern Idaho's Board, they both said they do not see any problem with it.

At their Tuesday, January 10th meeting, the Parks & Recreation Commission reviewed the request from the Magic Valley Canine Social Club for the City to designate one of the softball fields at Frontier Field to have a temporary off-leash site for dogs.

Frontier Field was selected to serve as the temporary off-leash site as the softball fields can be closed in completely, dog owners are already using the fields for training purposes, and there are fewer neighbors that might be impacted. All of our softball/baseball fields are used in the spring and summer for youth and adult baseball/softball games, hence the temporary use of one of them for this off-leash dog site.

The Parks & Recreation Commission unanimously recommended to the City Council to allow two fields (field #2, the south large field for large dogs and Carter Gibb Field, the youth field for small dogs) at Frontier Field to be temporary off-leash dog parks.

Then, the Parks & Recreation Commission unanimously recommended to the City Council that they adopt the following rules and regulations (attached) for the temporary dog park.

At the Commission's meeting, the Magic Valley Canine Club assured the Commission that they will provide volunteers to help pick during and after the trial period. Also the Magic Valley Canine Social Club will provide sign-in sheets to gauge the number of users at the two sites.

Staff will provide temporary signage for both sites and secure the fields so there is only one entrance/exit to each facility.

To further gauge the community's thoughts about a dog park, the City launched a two question survey on the City's web site beginning Wednesday January 4th. The two questions were: 1) Would you support the city of Twin Falls designating a park area as an off-leash dog park? and 2) Would you utilize an off-leash dog park in Twin Falls? The preliminary results as of Tuesday January 10th are:

- 272 responses
- 84.9% said yes on supporting the city in designating a park area as an off-leash dog park
- 74.5% said they would utilize an off-leash dog park in Twin Falls.

Approval Process:

Approval of this request requires a simple majority (50%+1) of the City Council members present at this meeting.

Budget Impact:

The Parks and Recreation Department currently has one doggie bag dispenser already made, another one will cost approximately \$25 in materials and some labor to build it, then there will be some labor involved installing the dispenser, emptying the trash cans, and monitoring the site. The temporary signs can be done in house with existing materials, just some labor involved.

Regulatory Impact:

Section 8-3-7(C) of the City Code regulates domestic animals in parks. Adoption of the attached ordinance would allow dogs to be permitted off-leash in either temporary or permanent designated "dog parks".

Conclusion:

The Parks & Recreation Commission unanimously recommended to the City Council to allow two fields (field #2, the south large field for large dogs and Carter Gibb Field, the youth field for small dogs) at Frontier Field to be temporary off-leash dog parks. Also the Parks & Recreation Commission unanimously recommended to the City Council that they adopt the following rules and regulations (attached) for the temporary dog park.

Attachments:

- 1) Aerial Photo of Frontier Field
- 2) Draft Ordinance
- 3) Proposed Rules & Regulations

1)



Field # 2 for large dogs

Carter Gibb field for small dogs

2)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING TWIN FALLS CITY CODE §8-3-7(C) BY PERMITTING TEMPORARY OR PERMANENT DOG PARKS, AS DESIGNATED BY THE CITY COUNCIL.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO:

That Twin Falls City Code §8-3-7(C) is amended as follows:

“8-3-7: BEHAVIOR IN PARKS:

No person in a park shall:

...

(C) Domestic Animals: Permit or allow a dog or other domestic animal to enter or remain in any park except on a leash and/or carried while leashed by such person owning or having the care, custody and control of dog or domestic animal, except as specifically authorized by the City within temporary or permanent “dog parks”. No dogs or other domestic animal shall be permitted at Dierkes Lake except for water dog training shall be allowed in those areas of Dierkes Lake specifically signed for that purpose. In no event shall firearms be used during said training. Unless said training is actually taking place, the dog shall at all times be leashed.”

PASSED BY THE CITY COUNCIL, _____, 2012.

SIGNED BY THE MAYOR _____, 2012.

MAYOR

ATTEST:

DEPUTY CITY CLERK

3)

Rules & Regulations for Off-Leash Dog Area

This site is open from sunrise to sunset

This temporary off-leash site will be closed permanently Monday March 12th

This site is for large dogs, 35lbs or more

This site is for small dogs, 35lbs or less

1. The off-leash dog area is for dogs, their handlers and those accompanying them. No other use is allowed.
2. Handlers are legally responsible for their dogs and any injuries caused by their dogs.
3. Handlers must remain within the fenced area at all times.
4. Dogs must be leashed prior to entering and upon leaving the area. Gates to the area must remain closed at all times.
5. Handlers must immediately clean up after their dogs. Failure to do so can result in a fine up to \$300.
6. Dogs must be removed from the off-leash dog area at the first sign of aggression.
7. Spike collars are prohibited.
8. An adult must accompany children under 12; young children must be closely supervised.
9. Puppies under four months old and female dogs in heat are prohibited.
10. Only two dogs per handler are allowed.
11. Do not bring human or dog food inside the park. Small dog treats are permitted.
12. Dogs must be watched at all times.
13. Cooperation between dog owners is essential.
14. All dogs must be legally licensed and vaccinated, and shall wear a visible dog license.
15. Users of the facility do so at their own risk. City of Twin Falls shall not be liable for any injury or damage caused by any dog in the off-leash area



Tuesday January 17, 2012 City Council Meeting

To: Honorable Mayor and City Council

From: Dennis J. Bowyer, Parks & Recreation Director

Request:

Consideration of a request to authorize the Mayor to sign the Facilities Use Agreement between Twin Falls School District #411 and the City of Twin Falls.

Time Estimate:

Staff presentation will take approximately 2 minutes. Following the presentation, we expect some time for questions and answers.

Background:

The current Facilities Use Agreement with Twin Falls School District #411 expired last year. The new agreement is scheduled to expire on September 30, 2016.

The Parks & Recreation Department uses the School District's facilities approximately 1,200 hours (gymnasiums) during each year at a minimal cost. The School District uses the following City's facilities: Cowboy baseball field, Sunway Soccer Fields, tennis courts, other parks and the golf course at little or no cost. This agreement has benefited the taxpayers of Twin Falls for many years as we shared the use of certain facilities, shared maintenance costs, shared equipment purchases, and even shared some construction cost on facilities. There is no change in the agreement from the previous one except with a new expiration date.

The Twin Falls School District # 411 Board approved and signed the proposed Facilities Use Agreement at their January 9th board meeting. The Parks & Recreation Commission reviewed the Facilities Use Agreement at their Tuesday January 10th meeting. The Commission unanimously recommended to the City Council to authorize the Mayor to sign the agreement.

Fritz Wonderlich has reviewed and given his consent on the agreement.

Approval Process:

The City Council has the authority to enter into a formal agreement and to authorize the Mayor to sign said agreement.

Budget Impact:

Approval of this agreement saves the City money by providing facilities for youth and adult recreation programs with little or no cost. Our youth and adult basketball programs could not exist without the use of the Twin Falls School District's facilities at little or no cost.

Regulatory Impact:

None

Conclusion:

The Parks & Recreation Commission recommends for the City Council to authorize the Mayor to sign this Facilities Use Agreement with the Twin Falls School District. Staff concurs with the recommendation.

Attachments:

Proposed Facilities Use Agreement

FACILITIES USE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by and between the CITY OF TWIN FALLS, IDAHO, hereinafter called "City" and TWIN FALLS SCHOOL DISTRICT NO. 411, hereinafter called "School District",

WITNESSETH:

WHEREAS, the City does, from time to time, desire to use facilities owned by the School District, including real property, improvements thereto and equipment and other personal property located thereon which are collectively, for purposes of this Agreement called "School Facilities"; and,

WHEREAS, the School District does, from time to time, desire to use facilities owned by the City, including real property, improvements thereto and equipment and other personal property located thereon which are collectively, for purposes of this Agreement, called "City Facilities"; and,

WHEREAS, it is the intent of the parties to set forth certain conditions for use of facilities.

NOW, THEREFORE, It is agreed to by the parties as follows:

1. The School District agrees to allow the use of its school facilities for activities of the City under the following conditions:

a. NOTIFICATION: The building principal and head custodian are to be notified by the City of all events to take place at school facilities prior to the event being scheduled. Any deviation from the approved schedule must include notification to the school as soon as possible.

b. PRIORITY OF USE: The School District shall have priority in the use of all school facilities for school purposes.

c. SUPERVISION: Supervision of city activities shall be provided by the City. The person responsible for supervision shall arrive at the facility at least 15 minutes before the scheduled use to insure that all equipment and facilities are ready for use. The supervisor will be responsible for safety, security and over seeing the activities being conducted at the site. The job will include checking the rest rooms, outside the building, and all areas open to the public. All rules of the School District are to be enforced during these activities, including, but not limited to no smoking, no drinking of alcohol, no swearing, etc. The supervisor will have no other assigned duty during the activities. Any vandalism or damage caused by participants or spectators to the event shall be the responsibility of the City. The supervisor shall wear a shirt which identifies the person as being associated with the City.

d. CLEAN-UP: Cleaning of the facilities will be an expectation when using any facility. The cleaning is to be done by the City in collaboration with the building custodian. All work is expected to meet the standards of the regular custodial crew responsible for regular cleaning of the space. Cleaning would also be expected in any adjoining area, including hallways, rest rooms and other spaces used by the participants or spectators. Snow removal is expected during the winter season, should there be snowfall.

e. INDEMNIFICATION: The City agrees to indemnify and hold the School District harmless from any and all claims or causes of action which might or could be asserted against the School District arising out of or related to the City's use of the School Facilities,

FACILITIES USE AGREEMENT: 1.

excepting those claims or causes of action which are attributable to structural defects or improper maintenance of the Facilities. The City further agrees that it shall accept the defense of the School District, if tendered, for any claims or lawsuits which may be asserted or filed against the School District arising out of or relating to said use of the School Facilities, excepting those claims or causes of action which are attributable to structural defects or improper maintenance of the Facilities. It is the specific intent of the parties that this Agreement shall be for the full amount of all monies expended by reason of settlement or judged to be due and owing upon any such claim, including all costs and defense. This liability shall be without any limitation.

2. City agrees to allow the use of its facilities for activities of the School District under the following conditions:

a. NOTIFICATION: The City Recreation Supervisor shall be notified by the School District of all events to take place at City facilities prior to the event being scheduled. Any deviation from the approved schedule must include notification to the City as soon as possible.

b. PRIORITY OF USE: The City shall have first priority in the use of City facilities for City recreation purposes.

c. SUPERVISION: Supervision of school activities shall be provided by the School District. The person responsible for supervision shall arrive at the facility at least 15 minutes before the scheduled use to insure that all equipment and facilities are ready for use. The supervisor will be responsible for safety, security and over seeing the activities being conducted at the site. The job will include checking any rest rooms, and other areas open to the public. All rules of the City are to be enforced during these activities. The person who is employed as the supervisor will have no other assigned duty during the activities. Any vandalism or damage caused by participants or spectators shall be the responsibility of the School District. The supervisor shall wear a shirt which identifies the person as a School District representative.

d. CLEAN-UP: Clean-up of the City Facilities will be an expectation when using the facility. The cleaning is to be done by the School District in collaboration with the City Recreation Supervisor. The work is expected to meet the standards of the regular crew responsible for maintenance. Cleaning would also be expected in the facilities as well as other areas used by the participants or spectators.

e. INDEMNIFICATION: The School District agrees to indemnify and hold the City harmless from any and all claims or causes of action which might or could be asserted against the City arising out of or related to the School District's use of the City Facilities, excepting those claims or causes of action which are attributable to structural defects or improper maintenance of the Facilities. The School District further agrees that it shall accept the defense of the City, if tendered, for any claims or lawsuits which may be asserted or filed against the City arising out of or relating to said use of the City Facilities, excepting those claims or causes of action which are attributable to structural defects or improper maintenance of the Facilities. It is the specific intent of the parties that this Agreement shall be for the full amount of all monies expended by reason of settlement or judged to be due and owing upon any such claim, including all costs and defense. This liability shall be without any limitation.

FACILITIES USE AGREEMENT: 2.

3. This Agreement shall expire September 30, 2016, but may be terminated by thirty (30) days written notice by either party to the other. The parties may agree to either extend this Agreement or enter into a new Agreement upon expiration of this Agreement.

"TWIN FALLS SCHOOL DISTRICT NO. 411"

By Dan King
CHAIRMAN OF THE BOARD OF TRUSTEES

ATTEST:

 Michelle Lucas
CLERK

"CITY OF TWIN FALLS, IDAHO"

By _____
MAYOR

ATTEST:

CLERK



Tuesday, January 17, 2012 City Council Meeting

To: Honorable Mayor and City Council

From: Stacy McClintock, Recreation Supervisor

Request:

Consideration of a request to schedule a public hearing date of February 6th to increase youth recreation fees for the Twin Falls Parks & Recreation Department.

Time Estimate:

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

Background:

Staff was directed to generate additional revenue to help cover the cost of increasing recreation costs. Therefore, a review process of the City's recreation fees was initiated that included input from Parks & Recreation staff, and the Parks & Recreation Commission.

Participation fees were last increased by \$3 in 2008 for city residents and \$10 for non city residents. Currently the City's youth sport programs, which include soccer, basketball, baseball and softball, have a fee of \$15 for City residents and \$25 for non-residents.

The Parks and Recreation Commission appointed members to form a fee subcommittee. This subcommittee discussed in depth various philosophies and options for program fees, including the following:

- A fee to cover a percentage of expenses vs. a flat rate fee;
- Youth programs sponsored by the City compared to youth programs sponsored by private organizations;
- City residents' fees compared to non-residents fees.

This subcommittee also reviewed fees from other communities and the history of fees that the City has charged in an effort to determine what is reasonable and what participants would be willing to pay. In the end, the committee felt that youth fees should be kept low so that any and all kids could afford to play, and the adults should pay the total costs associated with running their programs.

At their December 13, 2011 meeting, the Parks & Recreation Commission voted to approve the following recommendation on fees:

1) Youth sports programs administered by the City (baseball, softball, basketball, and soccer) should increase the City resident fees from \$15 to \$20 and non-resident fees from \$25 to \$35.

Based on the last three years, the participants in our programs have averaged 2500 participants that reside inside the city, and have averaged 260 participants that are not city residents.

These proposed increases would generate approximately \$15,000 in additional revenue and staff supports this recommendation.

This \$15,000 has potential to be lower due to fee waivers. In 2011 the total fee waivers that were given, including coach's cards and families' inability to pay totaled 167.

Approval Process:

The City Council needs to set February 6th at 6pm as the date and time for the public hearing to consider the proposal to increase youth recreation fees. An advertisement showing the current rates, the proposed rates, and the percentage increase for each will be placed in the Times-News January 24th and January 31st. This satisfies the requirement to publish twice, seven day apart. Approval of this request will increase youth recreation fees.

Budget Impact:

Cost of publishing the notice in the paper.

Regulatory Impact:

None

Conclusion:

Staff recommends the City Council set February 6th 2011 at 6pm as the date and time for the public hearing to consider adopting the proposed fees changes recommended by the Parks and Recreation Commission.

Attachments:

None



Date: Monday, January 17, 2012
To: Honorable Mayor and City Council
From: Jon Caton, Public Works Director

Request:

Award a bid for a Cab and Chassis 2012 Work truck.

Time Estimate:

The staff presentation will take approximately 5 minutes.

Background:

Last FY the city budgeted \$60,000 to purchase a Cab & Chassis Work Truck in order to replace the existing vehicle. Due to mid-year revenue shortfall, the Water Department deferred some capital expenditures; this purchase was one of those deferrals. At the conclusion of the year, revenues recovered and it was determined that the Water Department could in fact make this expenditure. However, there was not enough time left in the fiscal year to go through the bidding process as specified by Idaho Code. If this purchase is approved it would be in the form of a budget amendment for FY2011.

This contract was formally bid and advertised in the local paper pursuant to Idaho Code. There were two bidders; Freightliner of Idaho bid of \$64,443.00 and Dan Wiebold Ford bid of \$58,340.00.

Budget Impact:

The FY2011 Budget included \$60,000 for this item.

Regulatory Impact:

Approval of this request will allow the City to purchase the replacement work truck.

Conclusion:

Staff recommends that the Council award the bid to the low bidder, Dan Wiebold Ford in the amount of \$58,340 and staff perform the budget amendment as necessary.



Date: Tuesday January 17, 2012
To: Honorable Mayor and City Council
From: Mike Trabert P.E., Staff Engineer

Request:

Consideration to purchase the Lakeside Rotamat mechanical screen for \$160,084.00 from Global Sampson Associates Inc.

Time Estimate:

The staff presentation will take approximately 5 minutes.

Background:

In July of 2011, the City Council approved the sole source designation of the head works mechanical screen to Lakes Rotamat. The engineers estimate was for \$269,000.

The sewage treatment plant has maintained a Lakeside Rotamat mechanical screen since 1996, and has an established parts inventory, and a routine schedule for maintenance and repair. A second influent mechanically-cleaned fine screen is needed to provide redundancy within the system as there is only one mechanically-cleaned fine screen currently in service. This existing mechanically-cleaned influent fine screen is in need of repair, but it is difficult to remove from service to provide needed maintenance. An existing, manually-cleaned bar rack is available, but this unit has one-inch-wide openings resulting in an inefficient removal of trash from the influent wastewater. As a result trash passes through the screening process, causing a detrimental impact to downstream unit processes. A Lakeside Rotamat mechanically-cleaned fine screen with 6 millimeter openings is planned for installation in the existing Headworks Building, matching the existing equipment.

The Headworks Building is designed to accommodate this additional screen, so the installation of the system will be completed by CH2M HILL's Twin Falls Wastewater Treatment Plant (WWTP) staff.

Budget Impact:

The \$160,084.00 cost for this item will need to come out of General Fund cash reserves. General Fund will be reimbursed when the Wastewater Fund bonds at a later date.

Regulatory Impact:

N/A

Conclusion:

Staff recommends that the Council authorize the Mayor to sign the purchase agreement.

Attachments: Lakeside equipment corporation purchase agreement, CHM2Hill review letter.



1022 E. Devon Avenue | P.O. Box 8448 | Bartlett, IL 60103
T: 630-837-5640 | F: 630-837-5647 | E: sales@lakeside-equipment.com
www.lakeside-equipment.com

DATE: November 8, 2011

TO: CH2M HILL

ATTENTION: Mr. Bill Leaf

SUBJECT: Twin Falls, Idaho
Lakeside Raptor Fine Screen

Dear Mr. Leaf:

Lakeside Equipment Corporation is pleased to offer the following through our Representative, **Rob Young of Goble Sampson Associates, Inc., (PH: 801.268.8790):**

RAPTOR® FINE SCREEN

For the one (1) mechanically cleaned screen, we propose to furnish the following:

- 1 - Model 63FS-0.25-122 RAPTOR® Fine Screen with screening basket, raking mechanism, screenings trough, integral screw conveyor and compression chamber. Activation of the rake cleaning mechanism will be automatically initiated at a preset liquid level. All submerged components and all components of the fine screen in contact with screened solids will be of stainless steel construction. The screen basket will be a cylindrical shape which will be open at the top. Screen bars will be diagonally inserted to the direction of liquid flow. The bar spacing will be 0.25 in.
- 1 - Drive unit consisting of a shaft mounted gear reducer powered by a 3 hp, 3 phase, 60 Hertz, 460 volt, ball bearing, continuous duty, constant speed, explosion proof, totally enclosed, fan cooled motor with leads to a large conduit box for outdoor operation.
- 1 - Stainless steel support structure with pivot mounting for screen and channel wall mounting brackets.
- 1 - Screenings spray wash system with solenoid valves for flow control.
- 1 - Electrical control panel with a NEMA 4 painted steel enclosure for controls necessary for the fully automatic operation of the new screen and spray wash systems as well as the automatic operation of the existing screen and spray wash systems. Control panel to include liquid level controller, overload protection, running lights, motor controls and cabinet heater with thermostat.
- 2 - Local operator stations with hand-off-auto control switches in a NEMA 4/7/9 enclosure.
- 2 - Level sensors, ultrasonic type.

1 - Set of anchor bolts stainless steel.

The approximate shipping weight of this unit is 4,900 lb.

We do not supply any piping, valves or fittings, unless noted otherwise. We do not include tools, screenings collection containers, oil, grease, grease gun or spare parts. We do not include interconnecting conduit or wiring to be furnished and installed by you between control panel, motor, level sensor, solenoids or any other electrical items.

Erection Data: The screen will be shipped as a unit for installation in the channel at the plant site. We estimate a total of 32 man-hours for installation of the unit.

Installation Notes:

1. The solenoid valves will be factory wired to a junction box for ease of field wiring. The junction box is located near the water manifold on the screen.
2. The following components will require field power wiring by the CONTRACTOR to the main control panel:
 - Screen motor
 - Lower spray wash solenoid valve
 - Screenings spray wash solenoid valve
 - Compaction zone flush water solenoid valve
3. The following components will require field control wiring by the CONTRACTOR in a separate shielded conduit(s) to the main control panel:
 - Proximity sensor for the Fine Screen
 - Liquid level sensor
4. Flexible electrical conduit runs with a drip leg between the screen and hard conduit are required to allow free rotation of the screen. The hard conduit should be terminated near the pivot point on the transport screw to minimize the length of flexible conduit.
5. Flexible hose runs or quick disconnect fittings in the wash water piping are required to permit rotation of the screen out of the channel.
6. The control panel must be in a location that avoids direct exposure to the sun. If necessary, the CONTRACTOR shall furnish a sun shield to prevent overheating of the electronic equipment inside the control panel.

SHOP PAINTING: Stainless steel parts will not be shop painted. Motor and reducer will receive a shop coat of machinery enamel.

SHOP DRAWINGS: We will furnish eight (8) sets of drawings for the equipment without charge. One (1) set is to be returned to us with the notations or approval stamp of the Engineer. Drawings will require 4 to 6 weeks after receipt of an order and complete information, including plans and specifications, field dimensions or verification of field dimensions, which are to be provided at no cost to Lakeside.

SHIPMENT: Shipment can be made in 17 to 19 weeks after receipt of approved drawings by our home office. Foundation materials can be shipped within twenty (20) days after drawings are approved.

EXISTING STRUCTURE NOTE: The Contractor shall be solely responsible for measuring and providing Lakeside with accurate, as built dimensions for all existing structures where Lakeside is furnishing equipment. This information must be made available to Lakeside in a timely manner to avoid delaying the equipment delivery schedules outlined in this proposal. In the event that dimensions are not provided or the provided dimensions are in error, which result in modifications to either the equipment or the adjacent structures, the Contractor shall be solely responsible for all labor, materials and associated costs to correct the resulting shutdown.

INSTRUCTION BOOKS: Eight (8) sets of installation, operation, lubrication and maintenance books will be furnished before shipment of the equipment.

SERVICE: Inspection of the installed equipment can be made within ten (10) days to two (2) weeks following notice by you that you are ready for such service. The cost of three (3) days of service in two (2) trips is included in our proposal price. Additional service is available at the rate of \$1,000/day plus living and travel expenses.

PROPOSAL PRICE: Includes service as stated above and is F.O.B. our shop with freight allowed to job site.

One (1) Lakeside Raptor Fine Screen with Controls..... \$160,084

PRICE FIRM: For thirty (30) days from bid date. Due to the existing environment of the price increases in steel and the volatility of those prices that exist today, the price shown above is a price based on the present day cost of materials. If an order is received after the 30 day time period, Lakeside reserves the right to adjust the pricing to match the cost of materials at the time the order is received.

PAYMENT TERMS: The terms of payment are Net 30 days for material shipped, or when ready for shipment if shipment is deferred by you.

Your payment to us will not be dependent or contingent upon receipt of payment by you or any other parties. Overdue accounts will be charged 2.0% interest per month. All legal fees or other charges encountered to collect overdue accounts, including service charges, are to be paid for by the purchaser.

BOND: Lakeside will require with your Purchase Order a copy of your Payment Bond to the Owner.

PAYMENT TERMS FOR NON-BONDED PROJECTS: Lakeside Equipment Corporation process equipment is custom designed to meet each project's special performance and construction requirements.

Lakeside offers to the buyer the choice of the following terms of payment for projects when limited credit information is available and/or surety bonding is not in force. Please indicate by checking the appropriate box which of the payment term alternatives is preferred.

- Option A: 30% with order, 30% on approval of shop drawings, 30% at time of shipment and the balance within 90 days after shipment.
- Option B: Confirmed irrevocable letter of credit on file at the First American Bank, 1650 Louis Ave., Elk Grove, Illinois 60007, with 95% payment made on sight draft of bill of lading at time of shipment and balance within 90 days after shipment.
- Option C: Payment of 30% with order, with balance due prior to shipment on notice by Lakeside that equipment is ready to ship.

These terms are subject to approval by our Credit Department. Your payment to us will not be dependent or contingent upon receipt of payment by you or any other parties. Overdue accounts will be charged 2.0% interest per month. All legal fees or other charges encountered to collect overdue accounts, including service charges, are to be paid for by the purchaser.

CONDITIONS OF SALE (GIL 91):

ACCEPTANCE: This quotation is void at our option unless a purchase order is placed with us within sixty (60) days from date of bid opening or date of written proposal. The order will be subject to written acceptance by our company's executive office. Our quotation is limited to only those technical portions of the Engineer's Mechanical Specifications specifically referred to herein, and to the terms and conditions of sale as outlined in our quotation. We will not be bound by any Terms and Conditions of the prime Contract not specifically included herein.

TAXES & OTHER CHARGES: Unless otherwise indicated, no Sales, Use, Retailers' Occupation, Service Occupation, Service Use, or similar taxes or custom duties, import fees and similar charges, have been included in our prices. The amount of any such taxes or charges which are paid or assessed in connection with this order and which are not specifically stated as being included in the purchase price, shall be paid by you, either directly to the appropriate authorities (in which event you shall furnish us with satisfactory evidence of such payments) or to us if we have paid, or are required to pay, such taxes or charges. If you are tax exempt on this job, you will need to supply us with your exemption certificate. You agree to reimburse our company for taxes we must pay on your behalf. You are responsible for obtaining permits in connection with the sale or installation of our equipment.

WARRANTY: Lakeside Equipment Corporation ("Lakeside") warrants to Buyer that equipment sold hereunder, of its manufacture, is free from defect in material and workmanship, and is of the kind and quality designated or described herein. This warranty shall run to Buyer and, if applicable, such entity specifically identified in the Primary Contract only, but not to their employees, representatives, agents, customers, assignees, etc., and applies to those technical portions of the Engineer's Specifications only to the extent that they are referred to herein. This warranty shall be in full force and effect at the time of shipment of such equipment for a period of one (1) year from the date of shipment. Lakeside will furnish without charge, but will not install, replacements for such parts as it finds to have been defective. The obligation of Lakeside to replace such defective parts shall be the exclusive remedy hereunder. Buyer must give Lakeside notice in writing of any alleged defect covered by this warranty within thirty (30) days of the discovery of such defect during the warranty period. No claim more than thirty (30) days after the warranty period shall be valid. The warranty extends to replaced parts of Lakeside's manufacture for ninety (90) days or the remainder of the original warranty period applicable to the parts being replaced.

This warranty shall not apply to:

- A. Any equipment which has been subjected to misuse, neglect, or accident;
- B. Any equipment which has been altered, tampered with, or upon which corrective work has been done thereon without Lakeside's specific written consent;

- C. Any equipment which has been operated or maintained in a manner which in any way deviates from the maintenance schedules, specifications, and parameters set forth in Lakeside's Operator's Manual for such equipment.
- D. Fuses, lights or other standard wear items.
- E. Electrical damage due to overvoltage conditions.

No allowances will be made for any such alterations or corrective work done without the specific written consent of Lakeside. Conditions caused by improper lubrication, deterioration by chemical action, and wear caused by the presence of abrasive materials, do not constitute defects. Equipment manufactured by others, and included in Lakeside's proposal, is not warranted in any way by Lakeside but carries only that manufacturer's warranty, if any. No representative of Lakeside's has any authority to waive, alter, vary, or add to the items hereof without prior written approval.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.

SECURITY INTEREST: Until all amounts due hereunder have been paid in full, Seller has a security interest in the equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of the equipment without legal process and the right to require Buyer to assemble the equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in the equipment may be perfected.

PROPERTY INSURANCE-RISK OF LOSS: You shall provide and maintain in responsible insurance companies, at your own expense, insurance against loss or damage to the equipment by fire or other casualty from and after the time of delivery to the carrier at point of shipment. Upon request you will provide certificates evidencing such coverage. Such coverage shall be for the amount of this contract, shall cover the equipment specified herein, and losses, if any, shall be payable to us as our interest may appear, under Union or Standard loss payable endorsements. Irrespective of such insurance coverage, you shall bear the risk of loss resulting from any and all damage or injury to the shipment from and after delivery to the carrier at point of shipment. If you should fail to provide such insurance, we may obtain the same and the cost of the premium therefore shall be added to the purchase price.

CHANGES & DELAYS: If you cause changes to be made, or delay or interrupt the progress of the work, you will reimburse us for any additional expense resulting from such cause. Any of such changes or delays which may adversely affect the operation of the equipment will nullify our warranty unless we consent in writing thereto.

Our proposal is based on present day cost of materials and furnishing our equipment in accordance to our schedule indicated above. If delays greater than 90-days are experienced for review/approval of shop drawings or if there is delay on release of equipment to go into fabrication, you will reimburse Lakeside for any additional expense that may result from such cause.

Shipment must be accepted when ready to avoid storage charges. If refused when ready, storage plus handling charges will be added to the above price. Partial shipments must be accepted when ready and paid for in accordance with terms shown above.

DELAYS: We shall not be liable for delay in delivery caused by any reason beyond our control, including but not limited to your delay in promptly submitting all information necessary for us to proceed with the work, your delay in approval of drawings, acts of God, casualty, civil disturbance, labor disputes, strikes, transportation, supply difficulties, any interruption of our facilities, or any of the governmental authorities. The time for delivery specified herein shall be extended during the continuance of such conditions and for a reasonable time thereafter.

PATENTS: We agree to indemnify you against any charge of infringement of any presently issued apparatus patent by reason of the use or resale of the equipment sold to you under this contract; provided however, that:

- A. Such charge relates exclusively to something which we designed or selected, and
- B. Such charge does not arise as a result of any modification of the equipment by you or the combination thereof of you with equipment furnished by others, and
- C. We are notified in writing immediately upon receipt of such charge, and
- D. We are given absolute control of the defense and the right to defend or settle such charge, and

- E. We are allowed to make such changes in the equipment as we deem necessary for the purpose of avoiding infringement.

CLAIMS: Claims for errors or shortages existing prior to our delivery of the equipment to the carrier will be considered only when made to us immediately after receipt of shipment. Claims shall be confirmed in writing. Buyer shall immediately inspect the equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or nonconformance unless notified thereof by Buyer within twenty (20) days after Buyer's receipt of equipment. Modifications to the equipment furnished by Lakeside to meet OSHA or local safety codes will be by others. Seller will supply only the safety devices, if any, described in the order. LAKESIDE EQUIPMENT CORPORATION assumes no responsibility for any costs, direct or indirect, resulting from disapproval of our tender by the owner.

TRANSPORTATION EXPENSE: Unless otherwise noted, the prices shown in this proposal include freight to the destination shown, at lowest available freight rates on a common carrier of our choice. If you require us to ship another way, you will bear any additional expense. In order for our company to insure delivery, it is agreed by you and our company that you will provide us with an access road to and from the job site, which road is capable of supporting our trucks. The responsibility for the protection of equipment will be yours after it is delivered to the job site. Damage to the equipment after delivery which is caused by vandalism, the elements or otherwise, will be your responsibility and not that of our company.

LIABILITY: It is expressly understood that our liability, including that for negligence, for our products is limited to the furnishing of such replacement parts, and that we will not be liable for any other expense, injury, loss or damage, whether direct or consequential, including but not limited to loss of profits, production, increased cost of operation, or spoilage of material, arising in connection with the resale or use of, or inability to use, our equipment or products for any purpose except as herein provided.

LIQUIDATED DAMAGES: If awarded this contract, we will diligently prosecute the engineering and fabrication of the proposed equipment; however, we are unable to accept any liquidated damages or penalty clauses for failure to complete shipment as designated in this proposal.

INSTALLATION REPRESENTATIVE: At your request, and subject to our option and availability of personnel at time of requirement, we will provide the services of a competent person to advise you concerning the installation of the equipment covered by this proposal. These services are not supervisory but are advisory only, and are offered subject to the express understanding that our function and responsibility is limited to interpretation of assembly drawings and identification of materials for their proper location in the equipment or system layout. These services are offered on a "no risk" basis by Lakeside Equipment Corporation.

In payment for such services, you will reimburse us at the current rate for each normal working day, or fraction thereof, that such person is absent from our plant on your business. The normal working day shall be eight (8) hours, between 8:00 AM and 4:30 PM, Monday through Friday, exclusive of holidays. All services performed by our representative at your request in addition to a normal working day, as herein defined, shall be classified as overtime work. If circumstances dictate that our representative shall work exclusively during hours other than those of the normal working day, arrangements can be made. The day rate is subject to change to the rate in effect at the time representative is furnished. You will also reimburse us for all transportation and living expenses incurred by our representative while absent from our plant on your business.

CANCELLATION: Cancellation or suspension of a contract will be accepted only upon terms that will indemnify Lakeside Equipment Corporation against loss. You agree to reimburse our company for our costs incurred in such cancellation, including overhead and administrative costs. Our company may cancel the order prior to or at the time of receiving the final approved drawings if our company deems itself insecure, or determines that it is commercially unreasonable for us to proceed. In this event, you will be refunded any and all deposits you have made to us.

CONTRACT: We both agree that this contract contains the complete and final agreement between us and may not be modified, supplemented, explained, or waived by oral evidence, your purchase order, course of dealing, or in any other way, except where made in writing and signed by you and our company's authorized officer.

ARBITRATION: Any controversy or claim arising out of or relating to this transaction shall be settled in Chicago by arbitration in accordance with the Rules of the American Arbitration Association, and judgement upon the award rendered by the Arbitrator may be entered in any court having jurisdiction hereof.

CONFIDENTIAL INFORMATION: All information and data herein furnished to Buyer hereunder, relating to price, size, type and design is submitted with the understanding that it is for the Buyer's own confidential use and is not to be shown or otherwise made known or available to any third party at any time without Seller's written consent.

Our Representative, **Rob Young of Goble Sampson Associates, Inc., (PH: 801.268.8790)**, will be available to discuss this offering and assist you throughout this project.

Submitted by:

LAKESIDE EQUIPMENT CORPORATION



Steven G. Eckstein
Vice President

QUOTATION ACCEPTED BY:

Sign as Agent for Purchaser

Print Name

Title

Company

Date



CH2M HILL
322 E. Front St.
Suite 200
Boise, Idaho
83702
Tel 208.345.5310
Fax 208.345.5315

January 12, 2012

Project Number

Mike Trabert
City of Twin Falls
321 2nd Ave E.
Twin Falls, ID 83303

Subject: Influent Screen Procurement

Dear Mike:

We have reviewed the attached proposal from the Lakeside Equipment Corporation for the Model 63FS-0.25-122 Raptor® Fine Screen for procurement by the City for use at the Twin Falls Wastewater Treatment Plant (WWTP). The proposed price of \$160,084 appears to be a reasonable and at the fair market value for a headworks screen of this type.

CH2M HILL recommends that the City proceed with the purchase of this equipment for installation at the Twin Falls WWTP.

Sincerely,

CH2M HILL

A handwritten signature in cursive script that reads "William R. Leaf".

William Leaf, P.E.
Senior Technologist/Project Manager

TFWWTP_Influent Screen Procurement_122111.docx

c: Shawn Moffitt / CH2M HILL – Twin Falls



Date: Tuesday, January 17, 2012
To: Honorable Mayor and City Council
From: Lee Glaesemann, Staff Engineer

Request:

Consideration of a request to award the 2012 Northeast Sewer Stage 1 Project to Knife River of Boise Idaho, in the amount of \$2,037,048.93.

Time Estimate:

The staff presentation will take approximately 15 minutes.

Background:

The 2012 Northeast Sewer project is a multi-phase project to increase sewer capacity and bypass existing sewer mains that run through the City. The extra capacity in the system will allow more than 550 additional acres of residential, commercial and industrial growth.

Due to insufficient funds to construct the entire Northeast Sewer, the City has been systematically upgrading and installing portions of the Northeast Sewer for several years. These improvements have included the Canyon Springs Drop-Line upgrade in 2006 followed by improvements through the Mall area and down Poleline Road from the Mall to Eastland.

With the coming of Agro-Farma and subsequent development agreement between the City, Urban Renewal Agency and Agro-Farma, the timeline for Northeast Sewer improvements has been accelerated. During the first half of 2012, approximately 5 miles of large diameter sewer must be installed to accommodate expected Agro-Farma flows along with the previously identified needed improvements.

Stage 1 of the Northeast Sewer project consists of the installation of approximately 12,000 ft of 24" to 36" diameter sewer line. The work will be performed in two segments. Segment 1 is located in the Snake River Canyon on Canyon Springs Road between the City's waste water treatment plant and the Perrine Coulee. Segment 2 runs from the Poleline Road and Eastland intersection to the intersection of Carriage Lane and Falls Ave. East.

On Tuesday, January 10th of 2012, bids were opened for the 2012 Northeast Sewer Stage 1 Project. Seven bids were received that ranged from \$1,559,734.56 to \$3,753,233.93. The lowest bid came from Allied Construction and Development of Corrine, Utah. Subsequent to the Bid Opening, Allied Construction and Development notified the City that they had made a clerical error in unit price calculations for rock removal and requested to withdraw their bid.

The next lowest bid came from Knife River of Boise Idaho in the amount of \$2,037,048.93. Knife River's bid package was checked for completeness and no irregularities were found.

Approval Process:

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

Section 102.14 of the contract documents indicates that: "The award will be made by the City of Twin Falls, Idaho, on the basis of the proposal submitted by the one qualified bidder submitting the lowest acceptable proposal. The right

is reserved to reject any or all proposals, to waive technicalities, or to advertise for new proposals if, in the judgment of the City Council, it is in the best interest of the City of Twin Falls”

Although the bidder is not allowed to withdraw their proposal per Section 102.11, the Council may waive technicalities and allow Allied Construction & Development to withdraw their proposal if, in the judgment of the City Council, it is in the best interest of the City of Twin Falls.

Budget Impact:

The City entered into an agreement with Agro-Farma and the Urban Renewal Agency(URA) where URA agreed to allocate funds to the construction of the Northeast Sewer project. The City agreed to partially fund a portion of the work to relieve some existing problems in the collection system. The City also agreed to construct the work. Approval of this contract enables the URA and City to continue to execute the obligations of the development agreement.

The NE Sewer trunk line project is funded by the URA and the City. The project is originally funded with \$2 million Urban Renewal funds and \$4 million general fund cash reserves. Since the agreement was signed, Agro-Farma has expressed interest in expanding the capacity of the sewer and has agreed to fund the difference in cost in the event the Urban Renewal funds are not available.

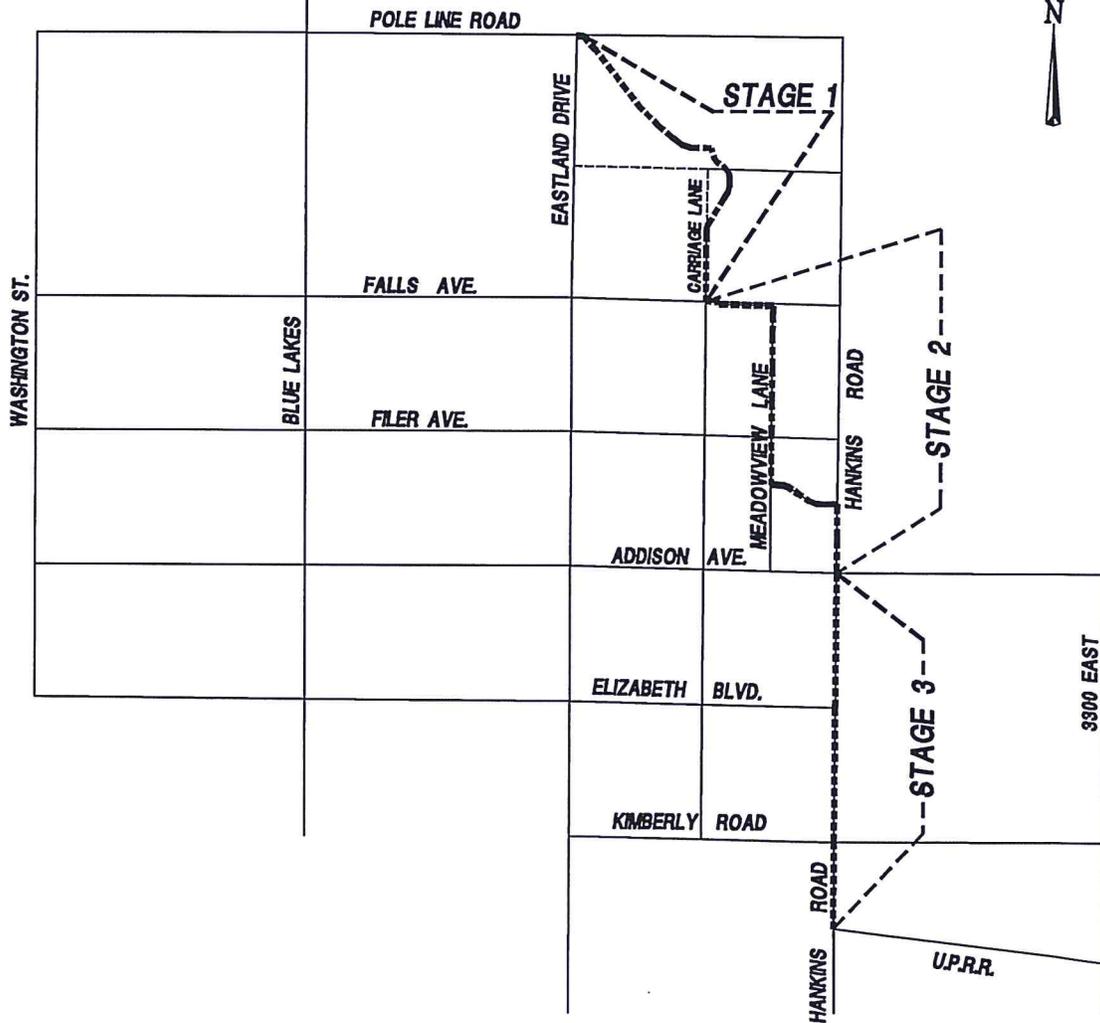
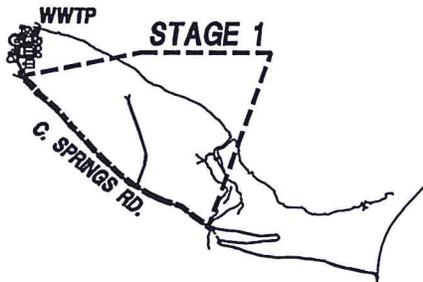
Conclusion:

Staff recommends that City Council allow the withdrawal of Allied Construction and Developments proposal and award the 2012 Northeast Sewer Stage 1 Project to Knife River, in the amount of \$2,037,048.93.

Attachments:

1. Vicinity Map
2. EHM Engineers summary & recommendation
3. Bid Tabulation
4. Allied Construction and Development Letter

City of Twin Falls 2012 NORTHEAST SEWER PROJECT Construction Stages



January 11, 2012

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

Attn.: Lee Glaesemann, P.E.

Re.: *2012 Northeast Sewer Project, Stage 1
(Bid Opening and Summary)*

Dear Sir:

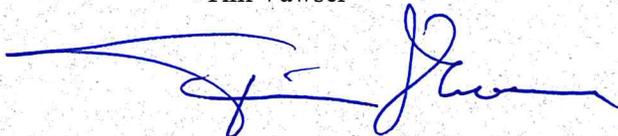
This transmittal is a summary of the bid opening on January 10, 2012 for the above referenced project. Seven bids were received and opened per the requirements. A bid summary has been tabulated for your reference. Results of the bids and the tabulation are summarized briefly below. Please refer to the attachments for a detailed summary.

<u>Contractor:</u>	<u>Submitted Bid</u>	<u>Adjusted Tabulation</u>
Allied Construction & Development, Inc.	\$1,602,935.81	\$1,559,734.56
Knife River Corp.	\$2,035,698.93	\$2,037,048.93
Whitaker Construction Co.	\$2,801,919.00	\$2,768,702.93
S.J. Louis Construction, Inc.	\$2,825,800.93	\$2,825,800.93
Anderson & Wood Construction Co.	\$3,488,267.93	\$3,488,267.93
IMCO General Construction, Inc.	\$3,607,486.93	\$3,607,486.93
Depatco, Inc.	\$3,756,233.93	\$3,753,233.93

Allied Construction & Development was the apparent low bidder based on our calculations however, they have formally requested to withdraw their bid based on the reasons stated in the attached letter. Knife River Corp. provided the second lowest bid and their bid package appears to be complete. Our recommendation is to award the contract to Knife River Corp.

Please feel free to contact me at 734-4888 if you have any questions or need further information regarding the project.

Sincerely,
Tim Vawser



EHM Engineers, Inc.

Attachments: Bid Summary
Bid Packages
Allied Request / EHM Correspondence

Date: January 11, 2012

To: City of Twin Falls
Attn: Jackie Fields

From: Gerald Martens 

Via: Hand Deliver

Regarding: 2012 Northeast Sewer Project
Allied Construction Bid Withdrawal

Please find attached Allied Construction's request to withdraw their bid for the above project due to an error in preparation of the bid schedule.

EHM Engineers recommends that Allied be allowed to withdraw their bid for the following reason.

The bid for rock removal, a significant component of the project, was less than 50 percent of bids by other contractors and those included in the engineers estimate. The contractor cannot, in my opinion, complete the work at the price bid. Completion of this project on schedule is critical to the entire 2012 Northeast Sewer Project.

Furthermore, the bid by the second low bidder, Knife River Construction, is significantly below the engineers estimate. Knife River is a well-established contractor and can be expected to complete the work on schedule.

Please feel free to call me if there are any questions.

284-11



**2720 North Mule Ranch Circle
Corinne, UT 84307
435-744-5580 -Business
435-744-5586 -Fax**

January 11, 2012

Attn. Jackie Fields
City Engineer
City of Twin Falls
324 Hansen St. E.
Twin Falls, ID 83301

RE: Notification of Clerical Mistake in Compilation of Bid Costs for 2012 Northeast Sewer Project, Stage 1

Dear Sir,

Please accept this letter as Allied Construction & Development, Inc.'s request to withdraw our bid previously submitted for the City of Twin Falls 2012 Northeast Sewer Project, Stage 1, due to an error in computing the rock removal prices included in the bid.

If additional information is needed please contact me.

Best Regards,



Bart LaMont

CC:FILE

Allied Construction & Development, Inc.

STAGE ONE BID SUMMARY

PROJECT: 2012 NORTHEAST SEWER PROJECT STAGE 1
STAGE ONE IMPROVEMENTS

Bid Opening: January 10, 2012

No.	Item Description	Qty.	Unit	ENGINEERS' ESTIMATE		ALLIED CONST. & DEV. Corinne, UT		KNIFE RIVER Boise, ID		WHITAKER CONST. CO Brigham City, UT		S.J. LOUIS CONST. Rockville, MN		ANDERSON & WOOD CONST Meridian, ID		IMCO GENERAL CONST Ferndale, WA		DEPATCO, INC St. Anthony, ID	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	24" Sewer Installation	3490	LF	\$60.00	\$ 209,400.00	\$48.44	\$ 169,055.60	\$45.00	\$ 157,050.00	\$95.00	\$ 331,550.00	\$60.00	\$ 209,400.00	\$89.00	\$ 310,610.00	\$110.00	\$ 383,900.00	\$40.00	\$ 139,600.00
2	27" Sewer Installation	4069	LF	\$65.00	\$ 264,485.00	\$50.25	\$ 204,467.25	\$45.00	\$ 183,105.00	\$98.00	\$ 398,762.00	\$67.00	\$ 272,623.00	\$76.00	\$ 309,244.00	\$124.00	\$ 504,556.00	\$40.00	\$ 162,760.00
3	30" Sewer Installation	3133	LF	\$70.00	\$ 219,310.00	\$54.04	\$ 169,307.32	\$44.00	\$ 137,852.00	\$105.00	\$ 328,965.00	\$70.00	\$ 219,310.00	\$71.00	\$ 222,443.00	\$119.00	\$ 372,827.00	\$40.00	\$ 125,320.00
4	36" Sewer Installation	970	LF	\$75.00	\$ 72,750.00	\$55.07	\$ 53,417.90	\$52.00	\$ 50,440.00	\$71.00	\$ 68,870.00	\$120.00	\$ 116,400.00	\$86.00	\$ 83,420.00	\$86.00	\$ 83,420.00	\$40.00	\$ 38,800.00
5	Manholes 72" Dia.	5	EA	\$9,000.00	\$ 45,000.00	\$5,741.75	\$ 28,708.75	\$6,450.00	\$ 32,250.00	\$6,300.00	\$ 31,500.00	\$9,500.00	\$ 47,500.00	\$15,000.00	\$ 75,000.00	\$11,500.00	\$ 57,500.00	\$8,600.00	\$ 43,000.00
6	Manholes 60" Dia.	36	EA	\$7,200.00	\$ 259,200.00	\$4,647.39	\$ 167,306.04	\$5,300.00	\$ 190,800.00	\$6,700.00	\$ 241,200.00	\$9,300.00	\$ 334,800.00	\$12,500.00	\$ 450,000.00	\$10,500.00	\$ 378,000.00	\$8,200.00	\$ 295,200.00
7	8" Sewer Stubs	13	EA	\$200.00	\$ 2,600.00	\$1,050.00	\$ 13,650.00	\$1,000.00	\$ 13,000.00	\$350.00	\$ 4,550.00	\$1,250.00	\$ 16,250.00	\$2,500.00	\$ 32,500.00	\$743.00	\$ 9,659.00	\$50.00	\$ 650.00
8	12" Sewer Stubs	4	EA	\$300.00	\$ 1,200.00	\$1,108.00	\$ 4,432.00	\$1,200.00	\$ 4,800.00	\$425.00	\$ 1,700.00	\$1,400.00	\$ 5,600.00	\$2,500.00	\$ 10,000.00	\$930.00	\$ 3,720.00	\$150.00	\$ 600.00
9	6" Water Main	358	LF	\$16.00	\$ 5,728.00	\$23.85	\$ 8,538.30	\$30.00	\$ 10,740.00	\$40.00	\$ 14,320.00	\$80.00	\$ 28,640.00	\$57.00	\$ 20,406.00	\$53.00	\$ 18,974.00	\$19.00	\$ 6,802.00
10	6" Water Main Tie-In	2	EA	\$1,000.00	\$ 2,000.00	\$2,373.69	\$ 4,747.38	\$4,000.00	\$ 8,000.00	\$4,250.00	\$ 8,500.00	\$2,000.00	\$ 4,000.00	\$7,500.00	\$ 15,000.00	\$471.00	\$ 942.00	\$3,000.00	\$ 6,000.00
11	18" Sewer (Perrine Connection)	22	LF	\$200.00	\$ 4,400.00	\$75.62	\$ 1,663.64	\$160.00	\$ 3,520.00	\$100.00	\$ 2,200.00	\$220.00	\$ 4,840.00	\$185.00	\$ 4,070.00	\$62.00	\$ 1,364.00	\$150.00	\$ 3,300.00
12	4" Irrig. Line Relocation	150	LF	\$10.00	\$ 1,500.00	\$17.80	\$ 2,670.00	\$14.00	\$ 2,100.00	\$50.00	\$ 7,500.00	\$80.00	\$ 12,000.00	\$29.00	\$ 4,350.00	\$22.00	\$ 3,300.00	\$15.00	\$ 2,250.00
13	Manhole Lid w/ Vent	1	EA	\$1,000.00	\$ 1,000.00	\$3,745.00	\$ 3,745.00	\$600.00	\$ 600.00	\$6,000.00	\$ 6,000.00	\$8,000.00	\$ 8,000.00	\$5,000.00	\$ 5,000.00	\$743.00	\$ 743.00	\$1,500.00	\$ 1,500.00
14	Concrete Manhole Collars	15	EA	\$300.00	\$ 4,500.00	\$345.00	\$ 5,175.00	\$450.00	\$ 6,750.00	\$450.00	\$ 6,750.00	\$850.00	\$ 12,750.00	\$750.00	\$ 11,250.00	\$242.00	\$ 3,630.00	\$400.00	\$ 6,000.00
15	Concrete Pipe Collars	12	EA	\$500.00	\$ 6,000.00	\$850.00	\$ 10,200.00	\$900.00	\$ 10,800.00	\$800.00	\$ 9,600.00	\$1,000.00	\$ 12,000.00	\$750.00	\$ 9,000.00	\$1,605.00	\$ 19,260.00	\$550.00	\$ 6,600.00
16	2" Sch 80 PVC Sleeve	60	LF	\$4.00	\$ 240.00	\$12.91	\$ 774.60	\$20.00	\$ 1,200.00	\$25.00	\$ 1,500.00	\$50.00	\$ 3,000.00	\$10.00	\$ 600.00	\$7.00	\$ 420.00	\$1.50	\$ 90.00
17	Access Gate	2	EA	\$2,000.00	\$ 4,000.00	\$3,950.00	\$ 7,900.00	\$3,300.00	\$ 6,600.00	\$2,000.00	\$ 4,000.00	\$4,000.00	\$ 8,000.00	\$3,500.00	\$ 7,000.00	\$1,990.00	\$ 3,980.00	\$3,200.00	\$ 6,400.00
18	3/4" Type 1 Aggr.	261	CY	\$29.00	\$ 7,569.00	\$24.55	\$ 6,407.55	\$50.00	\$ 13,050.00	\$60.00	\$ 15,660.00	\$12.00	\$ 3,132.00	\$28.00	\$ 7,308.00	\$51.00	\$ 13,311.00	\$60.00	\$ 15,660.00
19	1 1/2" Type 1 Aggr.	1090	CY	\$29.00	\$ 31,610.00	\$24.55	\$ 26,759.50	\$35.00	\$ 38,150.00	\$35.00	\$ 38,150.00	\$12.00	\$ 13,080.00	\$28.00	\$ 30,520.00	\$39.00	\$ 42,510.00	\$42.00	\$ 45,780.00
20	3" Plantmix Pavement	4357	SY	\$18.00	\$ 78,426.00	\$24.76	\$ 107,879.32	\$16.00	\$ 69,712.00	\$23.00	\$ 100,211.00	\$30.00	\$ 130,710.00	\$54.00	\$ 235,278.00	\$18.00	\$ 78,426.00	\$21.00	\$ 91,497.00
21	Rock Exc. (3' & Less Depth)	2000	LF	\$100.00	\$ 200,000.00	\$34.00	\$ 68,000.00	\$65.00	\$ 130,000.00	\$40.00	\$ 80,000.00	\$100.00	\$ 200,000.00	\$103.00	\$ 206,000.00	\$150.00	\$ 300,000.00	\$200.00	\$ 400,000.00
22	Rock Exc. (3' To 6' Depth)	1800	LF	\$150.00	\$ 270,000.00	\$41.00	\$ 73,800.00	\$97.00	\$ 174,600.00	\$80.00	\$ 144,000.00	\$125.00	\$ 225,000.00	\$133.00	\$ 239,400.00	\$190.00	\$ 342,000.00	\$300.00	\$ 540,000.00
23	Rock Exc. (6' + Depth)	2700	LF	\$200.00	\$ 540,000.00	\$60.00	\$ 162,000.00	\$176.00	\$ 475,200.00	\$150.00	\$ 405,000.00	\$210.00	\$ 567,000.00	\$193.00	\$ 521,100.00	\$210.00	\$ 567,000.00	\$515.00	\$ 1,390,500.00
24	Manhole Rock Exc. (3' & Less Depth)	6	EA	\$1,000.00	\$ 6,000.00	\$612.00	\$ 3,672.00	\$1,450.00	\$ 8,700.00	\$1,200.00	\$ 7,200.00	\$2,250.00	\$ 13,500.00	\$10,000.00	\$ 60,000.00	\$904.00	\$ 5,424.00	\$2,000.00	\$ 12,000.00
25	Manhole Rock Exc. (3' To 6' Depth)	11	EA	\$1,000.00	\$ 11,000.00	\$850.00	\$ 9,350.00	\$1,450.00	\$ 15,950.00	\$2,600.00	\$ 28,600.00	\$2,250.00	\$ 24,750.00	\$10,000.00	\$ 110,000.00	\$1,642.00	\$ 18,062.00	\$4,000.00	\$ 44,000.00
26	Manhole Rock Exc. (6' + Depth)	10	EA	\$1,000.00	\$ 10,000.00	\$1,100.00	\$ 11,000.00	\$2,200.00	\$ 22,000.00	\$7,200.00	\$ 72,000.00	\$2,250.00	\$ 22,500.00	\$10,000.00	\$ 100,000.00	\$2,170.00	\$ 21,700.00	\$8,500.00	\$ 85,000.00
27	Roadway Excavation	4602	SY	\$6.00	\$ 27,612.00	\$2.85	\$ 13,115.70	\$1.50	\$ 6,903.00	\$5.00	\$ 23,010.00	\$6.00	\$ 27,612.00	\$7.00	\$ 32,214.00	\$7.50	\$ 34,515.00	\$1.00	\$ 4,602.00
28	Concrete Roadway 8" Thick	245	SY	\$80.00	\$ 19,600.00	\$105.64	\$ 25,881.80	\$85.00	\$ 20,825.00	\$90.00	\$ 22,050.00	\$75.00	\$ 18,375.00	\$75.00	\$ 18,375.00	\$112.00	\$ 27,440.00	\$55.00	\$ 13,475.00
29	Energy Dissipation Structure	1	EA	\$25,000.00	\$ 25,000.00	\$25,083.01	\$ 25,083.01	\$28,000.00	\$ 28,000.00	\$50,000.00	\$ 50,000.00	\$80,000.00	\$ 80,000.00	\$50,000.00	\$ 50,000.00	\$53,000.00	\$ 53,000.00	\$45,000.00	\$ 45,000.00
30	95"X75" CMP Culvert	92	LF	\$200.00	\$ 18,400.00	\$251.96	\$ 23,180.32	\$280.00	\$ 25,760.00	\$375.00	\$ 34,500.00	\$350.00	\$ 32,200.00	\$181.00	\$ 16,652.00	\$396.00	\$ 36,432.00	\$150.00	\$ 13,800.00
31	Utility Pedestal Relocation	1	EA	\$500.00	\$ 500.00	\$2,950.00	\$ 2,950.00	\$850.00	\$ 850.00	\$750.00	\$ 750.00	\$1,000.00	\$ 1,000.00	\$5,000.00	\$ 5,000.00	\$2,900.00	\$ 2,900.00	\$1,200.00	\$ 1,200.00
32	Remove Trees	1	LS	\$2,500.00	\$ 2,500.00	\$5,800.00	\$ 5,800.00	\$2,500.00	\$ 2,500.00	\$4,500.00	\$ 4,500.00	\$6,000.00	\$ 6,000.00	\$10,000.00	\$ 10,000.00	\$1,680.00	\$ 1,680.00	\$3,000.00	\$ 3,000.00
33	Remove Shed	1	LS	\$4,000.00	\$ 4,000.00	\$1,200.00	\$ 1,200.00	\$550.00	\$ 550.00	\$6,000.00	\$ 6,000.00	\$6,000.00	\$ 6,000.00	\$5,000.00	\$ 5,000.00	\$2,400.00	\$ 2,400.00	\$500.00	\$ 500.00
34	Remove & Replace Fence	1	LS	\$2,600.00	\$ 2,600.00	\$8,800.00	\$ 8,800.00	\$4,600.00	\$ 4,600.00	\$9,250.00	\$ 9,250.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$7,400.00	\$ 7,400.00	\$6,000.00	\$ 6,000.00
35	Gravel Service Road	5609	LF	\$18.00	\$ 100,962.00	\$13.85	\$ 77,684.65	\$20.00	\$ 112,180.00	\$27.00	\$ 151,443.00	\$13.00	\$ 72,917.00	\$24.00	\$ 134,616.00	\$20.00	\$ 112,180.00	\$4.00	\$ 22,436.00
36	Traffic Control	1	LS	\$8,000.00	\$ 8,000.00	\$18,900.00	\$ 18,900.00	\$31,000.00	\$ 31,000.00	\$32,000.00	\$ 32,000.00	\$15,000.00	\$ 15,000.00	\$75,000.00	\$ 75,000.00	\$45,000.00	\$ 45,000.00	\$65,000.00	\$ 65,000.00
37	Storm Water Pollution Prev. Plan	1	LS	\$5,000.00	\$ 5,000.00	\$5,600.00	\$ 5,600.00	\$10,000.00	\$ 10,000.00	\$50,000.00	\$ 50,000.00	\$15,000.00	\$ 15,000.00	\$25,000.00	\$ 25,000.00	\$23,000.00	\$ 23,000.00	\$82,000.00	\$ 82,000.00
38	Sales Tax for City Supplied Pipe	1	LS	\$26,911.93	\$ 26,911.93	\$26,911.93	\$ 26,911.93	\$26,911.93	\$ 26,911.93	\$26,911.93	\$ 26,911.93	\$26,911.93	\$ 26,911.93	\$26,911.93	\$ 26,911.93	\$26,911.93	\$ 26,911.93	\$26,911.93	\$ 26,911.93
Grand Total					\$ 2,499,003.93		\$ 1,559,734.56		\$ 2,037,048.93		\$ 2,768,702.93		\$ 2,825,800.93		\$ 3,488,267.93		\$ 3,607,486.93		\$ 3,753,233.93

Highlighted areas denote corrections to errors in bid calculations although the outcome of bidder placement was not effected by mathematical errors.



Date: Tuesday, January 17, 2012
To: Honorable Mayor and City Council
From: Mike Williams, Assistant to City Manager

Request:

Consideration of posting an RFP for a strategic planning consultant.

Time Estimate:

The staff presentation will take approximately 10 minutes in addition to time needed for to answer questions.

Background:

The 2008-2012 Strategic Plan is expiring this year, giving the city council the opportunity to establish a redefined vision to which City resources and effort may be applied for the next five years. This was identified during the 2011 budget process and funds were set aside to undergo the strategic planning process in 2012.

Through the strategic planning process, the City has been able to identify the values of its community and areas in which council priorities and staff resources should be focused. The end result of the strategic planning process should deliver a document which expresses some of the following:

- Assists the City of Twin Falls decide what it wants to be in the future, including identification of what makes Twin Falls unique and special, and how the City can position itself to be prepared for the future while still retaining those qualities
- Recognizes economic development potential and ways to diversify the local economy
- Establishes goals and policies for future growth
- Evaluates existing and future public facilities and services
- Strategically positions the City to maximize opportunities, including setting priorities
- Identifies and analyzes potential partnerships with other entities; (such as public/public, public/private)
- Maintains customer service levels
- Meets citizen expectations
- Plans for fiscal sustainability

The strategic planning document reflects the desires of the City Council and acts as a guide in the budgeting process and all subsequent planning efforts.

Approval Process:

Approval of this request requires a simple majority (50%+1) of the City Council members present at this meeting.

Budget Impact:

The City has budgeted \$25,000 for fiscal year 2012 for a strategic plan update. There is another \$3,500 leftover from the performance measurement system budget that was diverted to the enrollment in the National Citizen Survey.

Total funds available for a strategic plan update is \$28,500.

Regulatory Impact:

There is no regulatory impact associated with this request.

Conclusion:

The strategic planning process will allow the City of Twin Falls to will take at look at citizen's current beliefs and opinions, the present status of our community, what we want to be in the future, and how we can get there. The

results of the strategic planning process will allow council to set priorities and guide the allocation of time and resources to accomplish specific purposes. Additionally, it will provide the City a clearly defined vision to which we may begin working towards.

City Staff recommends the City of Twin Falls issue an RFP for a strategic planning consultant.

Attachments:

1. Strategic Plan RFP Draft



City of Twin Falls
Request for Proposal (RFP) for a Strategic Plan
Issued January 19, 2012
Draft

The City of Twin Falls is seeking a qualified person or firm to contract for consulting services to guide a city wide Strategic Planning process. The deadline for submittals is 5:00 PM on February 24, 2012. See below for specific details and requirements.

Background

The City of Twin Falls is located in south-central Idaho and is the major hub for employment, shopping, and entertainment in the magic valley region. As of the 2010 Census, the City of Twin Falls is home to 44,125 individuals. For more information about the City, please visit our website at www.tfid.org.

The City is seeking proposals to create a Strategic Plan. The Strategic Plan will be a big picture document that helps the City allocate its efforts and resources toward a clearly defined vision. The plan should include benchmarks or milestones that measure the City's progress along the way. The Strategic Planning process and final document should provide a plan with 5 year horizon to address the following:

- Assisting the City of Twin Falls decide what it wants to be in the future, including identification of what makes Twin Falls unique and special, and how the City can position itself to be prepared for the future while still retaining those qualities.
- Recognizing economic development potential and ways to diversify the local economy.
- Establishing goals and policies for future growth.
- Evaluating existing and future public facilities and services.
- Strategically positioning the City to maximize opportunities, including setting priorities.
- Identifying and analyzing potential partnerships with other entities; (such as public/public, public/private).
- Maintaining customer service levels.
- Meeting citizen expectations.
- Planning for fiscal sustainability.

Scope of Services

Please see Attachment A.

Qualifications

A combination of skills and experience that can successfully and effectively address the scope of services.

Compensation

The proposed project budget is up to \$28,500.

Process for Questions

For questions regarding the City's RFP process or the services being sought please contact Mike Williams, Assistant to the City Manager at mwilliams@tfid.org or (208) 735-7205.

Process and Timeline for Selection

The City's process and timeline for selection of a consultant are as follows:

February 10, 2012 – Presubmittal Conference (optional)

This is an opportunity for potential candidates to ask questions and obtain information about the RFP and Strategic Planning process. Attendance is optional. The Presubmittal Conference will be held at City Hall.

February 24, 2012 at 5:00 p.m. – Deadline for RFP submittals

Submittals must be received at City Hall, located at 321 Second Ave East, Twin Falls, Idaho 83303 by the above deadline. Submittals should be marked to the attention of Mike Williams, Assistant to the City Manager. Digital proposals may be submitted via email (mwilliams@tfid.org); however, the City assumes no responsibility for formatting or transmission errors.

Submittals received after the deadline will not be considered.

Week of March, 2012 – Consideration of submittals and selection of interview candidates

An evaluation team of City Council members and city staff will select candidate(s) to be interviewed. This process will include review of submittals, references, and other information as necessary, as well as rating of submittals.

Week of March 12, 2012 – Interviews with selected candidates

Interviews will provide an opportunity for the City and potential candidates to further gauge their fit and ability to work with each other.

March 19, 2012 – Selection of preferred candidate

The committee will present the order of preference to city council based on the interviews, written proposal, and other information, as well as the results of the reference checks, and will contact all candidates about the results.

Week of March 19, 2012 – Negotiation of Contract

The City will attempt to negotiate a satisfactory contract with a preferred candidate. If the City determines, as its sole discretion, that the negotiation is not proceeding satisfactorily, the City may terminate negotiation with the preferred candidate and may begin negotiation with another candidate.

April 2, 2012 – Present contract to City Council for approval**Submittal Requirements**

To be considered, interested parties must submit by the deadline four copies of a proposed package that includes the following:

- Letter of interest – must be no more than two pages (note: one page is one side of an 8 ½" x 11" paper) in length and include contact information and signature.
- Summary of qualifications, experience, and availability. It should summarize qualifications, relevant experience, and availability to participate in the RFP process (including week of March 12, 2012 interviews) and provide services to the City. It should also identify key staff members who will be participating.
- Proposed approach to the process, including a proposed schedule and description of proposed public involvement methods – must be no more than five pages summarizing method and approach to providing consulting services to the City.
- Proposed budget - must include detailed project costs, by task and estimated hours. Actual compensation is subject to contract negotiation. A separate page may be added, if additional tasks (and associated costs) that could be performed by the consultant team, in the event that the project budget was to be increased, are proposed and described.
- List of professional references – must be no longer than one page listing most recent professional references and their contact information.
- A minimum of three writing samples – must include at least three examples of relevant written work related to Strategic Planning.

Evaluation Criteria

The following will be considered in evaluating each proposal:

- Completeness of response to the RFP requirements
- Experience with similar projects
- Creativity of approach
- Proven experience in effective public involvement and incorporating citizen input
- Demonstrated facilitation skills in successfully working with City Councils
- Demonstrated knowledge/experience with actual implementation of possible strategies
- Demonstrated experience in municipal finance
- References
- Acknowledgement and Ability to meet budget

Attachment A

Scope of Services

The successful candidate will be able to:

1. Gather and analyze information to become familiar with the City of Twin Falls.
2. Describe the overall strategy and identify key challenges and opportunities.
3. Develop an Action Plan and establish implementation steps and schedule.
4. Develop and initiate a public involvement program that engages the community in the Strategic Planning process. Electronic surveys, community open houses, and other forms of community outreach could be used to achieve this objective.
5. Coordinate the process with City staff.
6. Facilitate Council discussion and decision-making at Council meetings and retreats.
7. At a minimum, provide the following deliverables:
 - a. A brochure that details the Strategic Planning process for distribution to the public.
 - b. A final Strategic Plan document that includes an implementation plan with benchmarks or milestones that measure the City's progress.
 - c. Facilitate conversation that allows council and staff to establish benchmarks or milestones that measure the City's progress throughout the Strategic Planning process.
 - d. A Strategic Plan executive Summary.