

COUNCIL MEMBERS:

SHAWN	LANCE	DON	GREGORY	JIM	REBECCA	CHRIS
BARIGAR	CLOW	HALL	LANTING	MUNN, JR.	MILLS SOJKA	TALKINGTON
		<i>Vice Mayor</i>	<i>Mayor</i>			



AGENDA
 Meeting of the Twin Falls City Council
March 19, 2012
 City Council Chambers
 305 3rd Avenue East - Twin Falls, Idaho

5:00 P.M.

PLEDGE OF ALLEGIANCE TO THE FLAG
 CONFIRMATION OF QUORUM
 INTRODUCTION OF STAFF
 CONSIDERATION OF THE AMENDMENTS TO THE AGENDA:
 PROCLAMATIONS: FAIR HOUSING MONTH – Representative Jeffrey McCurdy, Region IV Development Association

AGENDA ITEMS	Purpose	By:
I. <u>CONSENT CALENDAR:</u> 1. Consideration to approve the accounts payable for March 13 - 19, 2012. 2. Consideration to approve the March 12, 2012, City Council Minutes.	<u>Action</u>	<u>Staff Report</u> Sharon Bryan L. Sanchez
II. <u>ITEMS FOR CONSIDERATION:</u> 1. Presentation of a plaque of appreciation to Rebecca Duke for her terms of service on the Twin Falls Traffic Commission. 2. Consideration of a request for the appointment of three new Traffic Safety Commission Members. 3. Consideration of a request for the appointment of a member of the Twin Falls Development Impact Fee Advisory Committee. 4. Consideration of a request for the approval of a professional service contract with Region IV Development Association, Inc. to provide grant administration services in connection with the Idaho Community Development Block Grant (ICDBG) that was awarded to the City. The grant will help finance the electrical improvements performed by Idaho Power to support Agro-Farma, Inc.'s development on Kimberly Road. 5. Consideration of a request to accept the bid from Ovivo in the amount of \$4,353,551 on the UASB proposal for the Pretreatment Facility Equipment Procurement Package. 6. Consideration of a request to establish a resolution per Idaho State Code §67-2806(2)(h) that the Clarifier Procurement Package Project can be performed more economically by purchasing goods and services on the open market. 7. Consideration of a request to award the Primary Clarifier procurement package to Ovivo in the amount of \$260,070. 8. Discussion of the results of the 2012 City survey that was recently completed by the National Research Center. 9. Public input and/or items from the City Manager and City Council.	Presentation Action Action Action Action Action Action Discussion	Dennis Pullin Jim Munn Dennis Pullin Mitch Humble Jeffrey McCurdy, Region IV Troy Vitek Troy Vitek Troy Vitek Travis Rothweiler Mitch Humble
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u> 6:00 - None		
V. <u>ADJOURNMENT</u>		

**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.



March 19, 2012 --- City Council Meeting

To: Honorable Mayor and City Council

From: Jeffrey McCurdy, Region IV Development Association

Request: Proclaim April 2012 as Fair Housing Month in the City of Twin Falls

Background: In January 2012, the City of Twin Falls was awarded an Idaho Community Development Block Grant (ICDBG) to finance infrastructure improvements to support the Agro-Farma, Inc. development on Kimberly Road. The ICDBG program is federally funded by the U.S. Department of Housing and Urban Development. One aspect of the federal 'strings' attached to these funds require all grantees under the ICDBG program to adopt a Fair Housing Resolution and proclaim the month of April as Fair Housing Month. The City adopted a Fair Housing Resolution on February 22, 2010. As outlined in the resolution and to fulfill the obligations of the ICDBG program, the City must declare April 2012 as Fair Housing Month.

History: April 2012 marks the 44th anniversary of the passage of Title VIII of the Civil Rights Act of 1968, commonly known as the Federal Fair Housing Act. The City encourages equal opportunity in housing for all persons, regardless of one's race, color, religion, gender, national origin, family status, or disability. On February 26, 2010, the City Council adopted a Fair Housing Resolution – Resolution 1841 to encourage fair housing practices in the community and assist any person who feels they have been discriminated against. As part of the resolution, the City committed to declare April as Fair Housing Month.

Budget Impact: None

Regulatory Impact: None

Conclusion: If the City wishes to utilize the Idaho Community Development Block Grant to support the Agro-Farma, Inc. development and to fulfill the actions outlined in the City's Fair Housing Resolution, then the City Council must proclaim April 2012 as Fair Housing Month.

Attachments: Fair Housing Month Proclamation



P.O. Box 1907

321 Second Avenue East

Twin Falls, Idaho 83303-1907

Fax: (208) 736-2296

OFFICE OF THE MAYOR

208-735-7287

FAIR HOUSING MONTH

WHEREAS, April 2012 marks the 44th anniversary of the passage of Title VIII of the Civil Rights Act of 1968, commonly known as the Federal Fair Housing Act; and

WHEREAS, the Idaho Human Rights Commission Act has prohibited discrimination in housing since 1969; and

WHEREAS, equal opportunity for all-regardless of race, color, religion, sex, disability, familial status or national origin-is a fundamental goal of our nation, state and city; and

WHEREAS, equal access to housing is an important component of this goal-as fundamental as the right to equal education and employment; and

WHEREAS, housing is a critical component of family and community health and stability and

WHEREAS, housing choice impacts our children's access to education, our ability to seek and retain employment options, the cultural benefits we enjoy, the extent of our exposure to crime and drugs, and the quality of health care we receive in emergencies; and

WHEREAS, the laws of this nation and our state seek to ensure such equality of choice for all transactions involving housing; and

WHEREAS, ongoing education, outreach and monitoring are key to raising awareness of fair housing principles, practices, rights and responsibilities; and

WHEREAS, only through continued cooperation, commitment and support of all Idahoans can barriers to fair housing be removed;

NOW, THEREFORE, I, Gregory Lanting, Mayor of City of Twin Falls, do hereby proclaim April 2012 to be

FAIR HOUSING MONTH

In the City of Twin Falls, State of Idaho.

*IN WITNESS WHEREOF, I have hereunto set my hand
at the City of Twin Falls on this ____ day of March,
in the year of our Lord 2012.*



Date: March 19, 2012, City Council Meeting

To: Honorable Mayor and City Council

From: Staff Sergeant Dennis Pullin, Traffic Safety Commission

Request:

Consideration of a request for Staff Sergeant Dennis Pullin and Twin Falls City Councilman Jim Munn to present a plaque of appreciation to Rebecca Duke for her terms of service on the Twin Falls Traffic Safety Commission.

Time Estimate:

Approximately five minutes are needed for this presentation.

Background:

Rebecca Duke, a well-known traffic safety advocate, actively served two full terms on the Traffic Safety Commission, from March 2007 through March 2012. Rebecca also served as the secretary during her first term, organizing meetings and recording the minutes.

On behalf of the Traffic Safety Commission and the Twin Falls City Council, Staff Sergeant Dennis Pullin and Twin Falls City Councilman Jim Munn would like to present a plaque to show their appreciation to Rebecca Duke for her dedication to enhancing the safety of citizens in the Twin Falls area.

Budget Impact:

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

Conclusion:

The Traffic Safety Commission would like to request that this presentation be placed toward the beginning of the agenda in order to accommodate the members of the Traffic Safety Commission.

Attachments:

None

DP:aed



Date: March 19, 2012, City Council Meeting
To: Honorable Mayor and City Council
From: Staff Sergeant Dennis Pullin, Traffic Safety Commission

Request:

Consideration of a request from Staff Sergeant Dennis Pullin for the appointment of three new Traffic Safety Commission Members. The candidates selected through an oral board process are: Dennis Magill, Suzanne Hawkins, and Paul Duty.

Time Estimate:

Approximately five minutes are needed for this presentation.

Background:

The Traffic Safety Commission has three positions to fill over the next few months. Long-term member Rebecca Duke completed her second term effective March 8, 2012. Rod Mathis will complete his first term on May 10, 2012; he has provided a letter advising he will not request a second term. Mary Brand will complete her first term on May 20, 2012; she has provided a letter advising she will not be requesting a second term.

The City of Twin Falls announced the openings on the Traffic Safety Commission to the public on January 24, 2012, and published the announcement as required. The deadline to apply was February 17, 2012. An oral board was held on March 7, 2012. Members of the oral board were: Mayor Greg Lanting, City Councilman and Traffic Safety Commission Liaison Jim Munn, Traffic Safety Commission Member Kirk Brower, and Staff Sergeant Dan McAtee.

The oral board met with each candidate. At the conclusion of the oral board process, the board selected Dennis Magill, Suzanne Hawkins, and Paul Duty. If approved by the City Council, these candidates will each serve a three-year term on the Traffic Safety Commission. If appointed, Dennis Magill will begin his term on April 12, 2012; Suzanne Hawkins and Paul Duty will begin their terms on June 14, 2012.

Budget Impact:

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

Conclusion:

On behalf of the Traffic Safety Commission and based upon the selections made by the oral board, we request the Twin Falls City Council appoint Dennis Magill, Suzanne Hawkins, and Paul Duty as new members to the Traffic Safety Commission.

Attachments:

1. Letter from Rod Mathis
2. Letter from Mary Brand

DP:aed

March 8, 2012

Mayor Greg Lanting

City of Twin Falls

321 Second Ave East

Twin Falls, Idaho 83301

REF: Traffic Safety Commission

Dear Mayor Lanting;

My membership on the Traffic Safety Commission will end this coming May of 2012. I have decided not to seek an additional term on the Commission. I appreciate the opportunity to have been a member of the commission, as well as an Officio member for several years.

Sincerely;

A handwritten signature in blue ink, appearing to read "Rod Mathis", with a long horizontal line extending to the right.

Rod Mathis

From: "Mary Brand" <mtbrand@cableone.net>
To: "Greg Lanting" <Glanting@tfid.org>, "Dennis Pullin" <DPULLIN@tfid.org>
Date: 2/29/2012 10:16 AM
Subject: Traffic Safety Committee

Mr. Mayor and Sergeant Pullin,

I have decided not to continue with the Traffic Safety Committee. I am the kind of Volunteer that needs to be a part of something that helps our community. Many of the months I have served on the committee we have had the same or no new topics to discuss. I remember when the committee was formed. It was a great idea with value for the community. I just don't see that now.

I feel you could get a real benefit from having a committee of the police officers you have now recommending improvements for areas of problems. They are invaluable.

Thank you for allowing me to be a part of the committee. I am weird I need more. I will be focusing my volunteer time with the County in helping to bring ordinances up to date, Planning & Zoning and the Middle Snake River Water Resources Commission. It is fun to see your work come to something.

Mary Brand



MONDAY March 19, 2012

To: Honorable Mayor and City Council

From: Mitch Humble, Community Development Director

Request:

Consideration of a request to appoint a member of the Twin Falls Development Impact Fee Advisory Committee.

Time Estimate:

The staff presentation will take approximately 2 minutes.

Background:

The Committee has had a vacant position for over a year now. Bonnie Lezamiz, an inaugural committee member, resigned prior to the completion of her term due to scheduling conflicts. We have had trouble finding someone to fill her vacancy. City staff recently recruited for citizens to serve on the Planning & Zoning Commission. We were fortunate to have several quality individuals apply for the P&Z, more than we had vacancies to fill. Following the P&Z appointments, Mayor Lanting talked to Suzanne Hawkins, one of the applicants who was not appointed to the P&Z, and asked if she would instead be willing to serve on the Impact Fee Committee. Suzanne accepted the Mayor's appointment.

Though this appointment is filling a vacancy caused by a resignation, it will be a full term appointment. Bonnie's term expired this month. Therefore, Suzanne's appointment will be considered a full term appointment expiring in March 2015. Bonnie was one of the Committee's non-building industry employed members. Suzanne is not employed in a building related industry. So, Suzanne's appointment will also maintain the Committee's ratio of four non-building to five building related industry employees.

Budget Impact:

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

Regulatory Impact:

Approval of this request will return the Committee to full membership.

Conclusion:

The Mayor and staff recommend that the Council appoint Suzanne Hawkins to the Development Impact Fee Advisory Committee for a term expiring in March 2015.

Attachments:

Suzanne's interest letter and resume submitted for the P&Z vacancy

February 8, 2012

Dear Rene'e Carraway,

I am writing this letter as an application to serve on the City Planning and Zoning Commission. Attached please find a copy of my resume.

A brief sketch of my life would be:

I graduated from Jerome High School

I have lived in Twin Falls since 1982.

I am a small business owner. I have owned and operated Computer Connection along with my husband since 1994.

I am a wife, mother, and grandmother.

I have volunteered or am currently volunteering at church, Salvation Army, American Legion Baseball, Magic Valley Little Theatre, Magic Valley Air Show, Twin Falls High School and Robert Stuart Jr. High.

I campaigned for Twin Falls City Council Seat 4 last year.

I am a member of the Twin Falls Chamber of Commerce, The Twin Falls Republican Women, and my local church.

I have a level-headed approach to problem solving and am very qualified to help make decisions to alleviate problems before they arise. I feel that I could be a benefit to this committee as well as to the community.

Sincerely,

Suzanne Hawkins

Suzanne Hawkins

Objective	To utilize my abilities as a volunteer to help the Twin Falls community continue to thrive and grow.		
Experience	1994–Present	Computer Connection	Twin Falls, ID.
	Owner/Technician		
	<ul style="list-style-type: none">▪ Accounting, Bookkeeping, Payroll, A/R, and A/P▪ Responsible for employee management▪ Designed and maintained multiple networks for local businesses.▪ Costume designed over 1,000 PC's.		
	2001–Present	Cyber Center	Twin Falls, ID.
	Owner/network and system administrator		
	<ul style="list-style-type: none">▪ Created and implemented Magic Valley's first and only cyber café.▪ Trained and managed multiple employees.▪ Designed, constructed and maintained network for public access.		
Education	1982–1983	College of Southern Idaho	Twin Falls, ID.
	<ul style="list-style-type: none">▪ Studied Accounting.		
Interests	Sports, Volunteer for American Legion Baseball, District High School drama judge, Mentoring for teenage girls, Salvation Army Volunteer, Member of the Twin Falls Republican Women, and Past President of Magic Valley Little Theatre		
Other	I am a very out-going, honest person. I am also very reliable. Owning my own businesses for almost 20 years has enabled me to grow personally as well as professionally. I understand how to balance time and energy between family, work, and everything else life has to offer.		



March 19, 2012 --- City Council Meeting

To: Honorable Mayor and City Council

From: Jeffrey McCurdy, Region IV Development Association

Request: Approval of a professional service contract with Region IV Development Association, Inc. to provide grant administration services in connection with the Idaho Community Development Block Grant (ICDBG) that was awarded to the City. The grant will help finance the electrical improvements performed by Idaho Power to support Agro-Farma, Inc.'s development on Kimberly Road.

Background: On January 23, 2012, the City was awarded an ICDBG to help finance the electrical improvements to support the expansion of Agro-Farma, Inc. Due to the complexities of the federal and state rules and regulations that accompany an ICDBG, the program requires the City have a certified grant administrator to implement the activities. The City Council selected Region IV Development Association to provide these services on behalf of the City on October 24, 2011.

History: In anticipation of applying for state and federal grants for purposes of upgrading or expanding public infrastructure within the City's jurisdiction, the City followed the State of Idaho's competitive negotiation/proposal process to attain project and grant administration services. The City published a request for proposal in the Times-News on October 2 and October 9, 2011. The City received one response from Region IV Development Association. After reviewing the proposal, the City Council selected Region IV Development Association to provide these services. The award was contingent on the City receiving state and/or federal funds. The City was awarded an ICDBG on January 23, 2012.

Budget Impact: Funding from the ICDBG program will be used to pay for these services.

Regulatory Impact: Unknown

Conclusion: The City of Twin Falls selected Region IV Development Association, Inc. to provide grant administration service. It is the intent of the City to utilize the services of Region IV Development Association to fulfill the requirements of the ICDBG program.

Attachments: Professional Service Contract

PROJECT ADMINISTRATION CONTRACT

This Contract is entered into this 19th day of March, 2012, by and between THE CITY OF TWIN FALLS, IDAHO herein referred to as "City" and REGION IV DEVELOPMENT ASSOCIATION, INC., 315 Falls Ave., Evergreen Bldg., PO Box 5079, Twin Falls, Idaho 83303-5079, herein referred to as the "CONTRACTOR", Witnesseth:

WHEREAS, the CITY has made application to and has been approved by the Idaho Department of Commerce, herein referred to as "IDOC", for the receipt of grant funds under the Idaho Community Development Block Grant (ICDBG) Program for purposes of *installing electrical infrastructure to support Agro-Farma, Inc.'s new dairy processing facility being constructed in the City of Twin Falls.*

WHEREAS, the CITY desires to engage the CONTRACTOR to render certain services related to the administration of the above described ICDBG project; and

WHEREAS, the CITY has complied with provisions for soliciting of contractors as cited in OMB Circular A-102; and

WHEREAS, in order to assure effective management of the above project, it is deemed to be in the best interests of the CITY to enter into an agreement with the CONTRACTOR as hereinafter provided;

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

1. **EMPLOYMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to provide the services described in Section 6 in order to provide for the administration and project management of the ICDBG project for the CITY as approved by the IDOC.
2. **EMPLOYEE-EMPLOYER RELATIONSHIP.** The contracting parties warrant by their signature that no employer-employee relationship is established between the CONTRACTOR and the CITY by the terms of this Contract. It is understood by the parties hereto that the CONTRACTOR is an independent contractor and as such neither it nor its employees, if any, are employees of the CITY for the purposes of tax, retirement system, or social security (FICA) withholding.
3. **CONTRACTOR'S INSURANCE.** The CONTRACTOR warrants that it has obtained, and will maintain at its expense for the duration of this Contract, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees for the services performed hereunder. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least one million dollars (\$1,000,000) per claim, and two million dollars (\$2,000,000) aggregate.
4. **LIAISON.** The CITY'S designated liaisons with the CONTRACTOR are Travis Rothweiler – City Administrator, Melinda Anderson – Economic Development Director, Mitch Humble and Mike Williams – Project Managers. The CONTRACTOR'S designated liaison with the CITY will be Jeffrey McCurdy, with the assistance of Carleen Herring, Candy McElfresh and Susanne Richardson.
5. **EFFECTIVE DATE AND TIME OF PERFORMANCE.** This Contract takes effect on January 23, 2012. The services to be performed by the CONTRACTOR will be completed no later than September 30, 2012 – or grant closeout.
If the services covered by this agreement have not been completed by September 30, 2012, through no fault of the Administrator, compensation for the extension of the Administrator's services beyond this time shall be re-negotiated.

6. **SCOPE OF SERVICES.** The CONTRACTOR will perform the services as identified and explained on Attachment "A" Scope of work.

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

7. **COMPENSATION.** For the satisfactory completion of the services to be provided under this contract, the CITY will pay the CONTRACTOR a sum, not to exceed **\$ 40,000**. The amount paid out for each scope of work activity is identified on Attachment "A" Scope of Work.

8. **CONFLICT OF INTEREST.** The CONTRACTOR warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the ICDBG project that would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that, in performing this Contract, it will employ no person who has any such interest. Should any conflict of interest, as defined by the ICDBG Administrative Rules, arise during the performance of this Contract, it will be disclosed and managed according to the ICDBG rules.

9. **MODIFICATION AND ASSIGNABILITY OF CONTRACT.** This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, that are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without prior written consent of the CITY and IDOC. Any subcontractor or assignee will be bound by all of the terms and conditions of this Contract.

10. **TERMINATION OF CONTRACT.** This Contract may be terminated as follows:

(a) **Termination due to loss of funding.** In the event that the IDOC reduces or terminates payments under the ICDBG Program so as to prevent the CITY from paying the CONTRACTOR with ICDBG funds, the CITY will give the CONTRACTOR written notice which sets forth the effective date of the termination and explains the reasons for the termination. The notice shall also describe the conditions for any reimbursement for any work completed.

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

(c) **Termination for Cause.**

(i) If the CITY determines that the CONTRACTOR has failed to comply with the terms and conditions of this Contract, it may terminate this Contract in whole or in part, at any time before the date of completion. If the CONTRACTOR fails to comply with any of the terms and conditions of this Contract, the CITY may give notice, in writing, to the CONTRACTOR of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the CITY may, with no further notice, declare this Contract to be terminated. The CONTRACTOR will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the CITY by reason of the CONTRACTOR'S failure to comply with this Contract.

- (ii) Notwithstanding the above, the CONTRACTOR is not relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Contract by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the CITY from the CONTRACTOR is determined.

11. DOCUMENTS INCORPORATED BY REFERENCE. The CITY'S application to the IDOC for ICDBG funding, dated December 19, 2011, and all applicable federal and state statutes and regulations are incorporated in this Contract.

12. CIVIL RIGHTS ACT OF 1964. The CONTRACTOR will abide by the provisions of the Civil Rights Act of 1964 which states that under Title VI, no person may, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

13. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The CONTRACTOR will comply with the following provision: No person in the United States may on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program activity.

14. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968. The CONTRACTOR will ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this ICDBG assisted project will be extended to lower income project area residents. Further, the CONTRACTOR will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area in the award of contracts and purchase of services and supplies.

15. MINORITY BUSINESS ENTERPRISE. Consistent with the provisions of Executive Order 11246 and OMB Circular A-102, Attachment O, the CONTRACTOR will take affirmative steps to ensure minority businesses are used when possible as sources of supplies, equipment, construction and services. Additionally, the CONTRACTOR must document all affirmative steps taken to solicit minority businesses and forward this documentation along with the names of the minority subcontractors and suppliers to the CITY upon request.

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

17. OWNERSHIP AND PUBLICATION OF MATERIALS. All reports, information, data, and other materials prepared by the CONTRACTOR pursuant to this Contract are to be the property of the CITY and IDOC which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part. All such materials developed under this Contract shall not be subject to copyright or patent in the United States or in any other country without prior written approval of the CITY and IDOC.

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

19. **ACCESS TO RECORDS.** It is expressly understood that the CONTRACTOR'S records relating to this Contract will be available during normal business hours for inspection by the CITY, IDOC, the U.S. Department of Housing and Urban Development, the U.S. Comptroller General, Office of Inspector General, and, when required by law, representatives of the State of Idaho.

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

21. **INDEMNIFICATION.** The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the CONTRACTOR'S performance of this Contract except for liability arising out of concurrent or sole negligence of the CITY or its officers, agents or employees. Further, the CONTRACTOR will indemnify, hold harmless, and defend the CITY against any and all claims, demands, damages, costs, expenses or liability arising out of the CONTRACTOR'S performance of this Contract except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents or employees.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the 19th day of March, 2012.

REGION IV DEVELOPMENT ASSOC., INC.

CITY OF TWIN FALLS, IDAHO

BY: _____
Joseph L. Herring, President

BY: _____
Greg Lanting, Mayor

DATE: _____

DATE: _____

ATTEST: _____

ATTEST: _____

ATTACHMENT A

SCOPE OF WORK

The CITY shall pay Region IV Development Association, Inc. a sum not to exceed \$ 40,000 for the following project activities:

1. **Project Set-Up** – Develop project file system, attend planning sessions and public meetings as necessary, respond to inquiries, and explain funding requirements to City and other parties of interest. For services performed, a lump sum amount of \$ 7,500.
2. **Environmental Review** – Conduct an environmental review per the requirements and guidelines issued by the IDOC and obtain their concurrence or approval. Determine the level of clearance, advise the City on procedural processes, develop and retain an Environmental Review Record and/or determination clearance, and, when necessary assist with public notification requirements. For services performed, a lump sum amount of \$ 10,000.
3. **Acquisition and Relocation** – Assist City in complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act for any property, permanent easements or long-term leases acquired for the project. Services include ensuring necessary processes are followed, documented, and approved by the appropriate funding partner. These services also involve attending meetings, providing assistance to City's legal counsel, and providing progress reports to funding agencies. For services performed, a lump sum amount of \$ N/A.
4. **Project Implementation Activities** – Assist City in the hiring of a design professional and/or contractors in accordance with funding program requirements. Participating in pre-bid, pre-construction and construction progress meetings, as needed. Review bidding documents for funding program requirements and assist with any corrections that are necessary. Coordinate efforts of the City, engineer, contractors, and funding agencies. Assist in preparing and submitting required reports to funding agencies. For services performed, a lump sum amount not to exceed \$ 15,000.
5. **Federal Labor Standards Oversight** – Ensuring construction contractors are meeting the requirements of the Davis Bacon Act, Copeland Act, and CWHSSA. Duties include, but are not limited to educating contractors about the labor requirements, providing labor documents and forms, identify appropriate wage determination, reviewing and tracking payrolls, conducting labor interviews, identifying and investigation errors, reporting and facilitating the correction of errors or problems, and completion of required labor reports. For services performed, a lump sum amount not to exceed \$ N/A.
6. **Financial Management** – Assist the City with establishing project financial management processes and procedures. Prepare payment requests for funding agency approval and facilitate the correction of errors or problems that are identified. Maintain a record of project expenditures and document that the City is properly disbursing funds in accordance with program requirements. Provide progress updates to City and funding agencies as requested. Note: These services do not replace the City's responsibility to work with their financial team to ensure accuracy in disbursements, etc. Notwithstanding the exclusions included in Section 6 of this agreement. For services performed, a lump sum amount not to exceed \$ 5,000.

7. **Civil Rights** – Completing civil rights activities and documents. Duties include the completion of Section 3 Reporting, Contractor/Sub-contractor Activity Report, resolutions, DBE promotion and open and fair bidding practices. For services performed, a lump sum amount of \$ N/A.

8. **Fair Housing Plan** – Ensuring City affirmatively further fair housing. Duties include assisting City in a community fair housing assessment, completing a fair housing plan, public notices, and local government resolutions. For services performed, a lump sum amount of \$ N/A.

9. **504 Analysis and Transition Plan** – Assist City with updating its Section 504 Compliance Report by reviewing the self-evaluation of its facilities and services, developing a transition plan, and adopting applicable policies and procedures. For services performed, a lump sum amount of \$ N/A.

10. **Job Creation Documentation** – Assist the city with job creation documentation activities by establishing and maintaining a file and collecting documentation. For services performed, a lump sum amount of \$ N/A.

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

11. **Project Close-Out** – Assist the City with preparing and submitting final financial and performance reports to IDOC. Assist in providing requested documents and address any findings and concerns from IDOC. Provide document files to the City. For services performed, a lump sum amount of \$ 2,500.



Date: Monday, March 19, 2012
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to accept the bid from Ovivo in the amount of \$4,353,551 on the UASB proposal for Pretreatment Facility Equipment Procurement Package.

Time Estimate:

The staff presentation will take approximately 5 minutes.

Background:

On February 17, the bids for the Pretreatment Facility Equipment Procurement Package were opened publicly and later reviewed for responsiveness. On February 27th the Council approved a consideration to reject all bids on the procurement package and staff rebid the project. On March 14th, two bids were received and opened publicly. Ovivo bid total was \$4,353,551. Biothane Bid was \$4,763,106.

Approval Process:

Council must authorize the Mayor to sign the contract with Ovivo to award the project.

Budget Impact:

The total budget of the projects (Pre-Treatment Facility and Waste Water Treatment Plant upgrades) is \$10.5 million. The low bid fit in the project budget and is within 3.5% of our engineers estimate.

Regulatory Impact:

Approval of this request will allow the City to enter into a contract with Ovivo.

Conclusion:

Staff recommends that the Council approve the request and authorize the Mayor to sign with two conditions.

1. CH2MHill verifies the contract for any irregularities and will issue a letter of approval before the Mayor signs the agreement.
2. The City Engineer verifies the document and approves before the Mayor executes the agreement.



Date: Monday, March 19, 2012
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to establish a resolution per Idaho State Code Idaho Code §67-2806(2)(h) that the Clarifier Procurement Package Project can be performed more economically by purchasing goods and services on the open market.

Time Estimate:

The staff presentation will take approximately 5 minutes.

Background:

The City of Twin Falls bid the Primary Clarifier Procurement Package per Idaho Code §67-2801. On February 16th, the bids for the Primary Clarifier Procurement Package were opened publicly and later found to be unresponsive. On February 27th the council approved a consideration to reject all bids due to unresponsiveness and staff entered into negotiations with both bidders to determine if it could be purchased more economically on the open market. The City has received proposals from the interested vendors for a purchase price less than original bids received.

Approval Process:

Idaho Code §67-2806(2)(h) states upon receiving no responsive bids on a project the City may reject said bids and enter into discussions to determine if the goods can be purchased on the open market more economically. Staff has met with both vendors and determined that the goods can be purchased more economically and therefore a resolution must be approved allowing staff to continue the process of award.

Regulatory Impact:

Approval of this request will allow a resolution to be adopted and allow the City to purchase goods on the open market.

Conclusion:

Staff recommends that the Council approve the request as presented and adopt the resolution attached.

Attachments:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, DECLARING THAT THE CITY'S CLARIFIER PROCUREMENT PACKAGE PROJECT CAN BE PERFORMED MORE ECONOMICALLY BY PURCHASING GOODS AND SERVICES ON THE OPEN MARKET.

WHEREAS, The City has bid the Clarifier Procurement Project pursuant to the provisions of Idaho Code §67-2801, et seq; and,

WHEREAS, The City has the submitted bids, and has rejected all bids because none of the bidders have complied with the bid specifications; and,

WHEREAS, The City's engineers have contacted interested suppliers to determine whether the project can be performed more economically on the open market; and,

WHEREAS, The City's engineers have received proposals from interested vendors for purchase prices for less than the amounts of the rejected bids; and,

WHEREAS, Idaho Code §67-2806(2)(h) provides that, after rejection of all bids "the governing board may, after finding it to be a fact, pass a resolution declaring that the project sought to be accomplished by the expenditure can be performed more economically by purchasing goods and services on the open market."

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO:

That the City of Twin Falls, Idaho, hereby declares that the Clarifier Procurement Package Project can be performed more economically by purchasing goods and services on the open market.

PASSED BY THE CITY COUNCIL , 2012.
SIGNED BY THE MAYOR , 2012.

MAYOR

ATTEST:

CITY CLERK



Date: Monday, March 19, 2012
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to award the Primary Clarifier procurement package to Ovivo in the amount of \$260,070.

Time Estimate:

The staff presentation will take approximately 5 minutes.

Background:

The City of Twin Falls bid the Primary Clarifier Procurement Package per Idaho Code §67-2801. On February 16th, the bids for the Primary Clarifier Procurement Package were opened publicly and later found to be unresponsive. On February 27th the Council approved a consideration to reject all bids due to unresponsiveness; and staff entered into negotiations with both bidders to determine if it could be purchased more economically on the open market. The City has received proposals from the interested vendors for a purchase price less than original bids received. Westech was the other vendor staff was working with and their lowest number was \$272,690.

Approval Process:

Council must authorize the Mayor to sign the contract with Ovivo to award the project.

Regulatory Impact:

Approval of this request will allow the City to enter into a contract with Ovivo.

Conclusion:

Staff recommends that the Council approve the request as presented and authorize the Mayor to sign the contract.



Date: Monday, March 19, 2012
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager
Mitch Humble, Community Development Director

Request:

Discussion of the results of the 2012 City survey that was recently completed by the National Research Center.

Time Estimate:

The staff presentation will take approximately 20 minutes in addition to time needed for answering questions.

Background:

Every other year for nearly the past two decades, the City has asked its citizens to respond to its customer satisfaction survey. Prior to this, the last survey was issued in 2009.

A community survey is one vehicle that a City can use to measure its citizen's opinions and impressions of the levels of services offered by the City and its departments. The results of the survey will be used to help the City develop its strategic plan and strategies to continue to improve the levels of service it offers to its residents.

The survey provides the opinions of a representative sample of residents about community quality of life, service delivery, civic participation and unique issues of local interest. A periodic sounding of resident opinion offers staff, elected officials and other stakeholders an opportunity to identify challenges and to plan for and evaluate improvements and to sustain services and amenities for long-term success. Some of the highlights (as illustrated in the executive summary) include:

- Most residents experienced a good quality of life in the City of Twin Falls and believed the City was a good place to live. The overall quality of life in the City of Twin Falls was rated as "excellent" or "good" by 77% of respondents. A majority reported they plan on staying in the City of Twin Falls for the next five years.
- The four characteristics receiving the most favorable ratings were air quality, opportunities to participate in religious or spiritual events or activities, the quality of the overall natural environment, and volunteer opportunities in Twin Falls. The four characteristics receiving the least positive ratings were employment opportunities, ease of bicycle travel, traffic flow on major streets, and the availability of affordable quality child care in Twin Falls.
- Residents in the City of Twin Falls were somewhat civically engaged – only 23% had attended a meeting of local elected public officials or other local public meeting in the previous 12 months, about half had volunteered their time to some group or activity in the City of Twin Falls.
- In general, survey respondents demonstrated trust in local government. A majority rated the overall direction being taken by the City of Twin Falls as "good" or "excellent."
- Residents who had interacted with an employee of the City of Twin Falls in the previous 12 months gave high marks to those employees. Most rated their overall impression of employees as "excellent" or "good."

There were 401 surveys completed. The margin of error is plus or minus five percentage (+/- 5%) points.

Approval Process:

There is not approval process with this item.

Budget Impact:

The total cost of the NCS was \$11,000.

Regulatory Impact:

There are no regulatory impacts associated with this request.

Conclusion:

Staff will present the findings of the 2012 City survey.

Attachments:

1. None